



# **Cheyenne River Sioux Tribe**

## **Ordinance 71 Grazing**

This ordinance is enacted to establish permanent laws for the regulations of grazing permits and other related matters. The Tribe hereby determines that sustained yield management can be most effectively administered under a grazing permit system and that such administration of grazing privileges should be in a matter that mutually benefits both Tribal Member livestock operators and landowners. The Tribe encourages Tribal members to be actively engaged in agricultural business. This title is to be interpreted in accordance with those determinations and in conjunction with the Cheyenne River Sioux Tribe's Agricultural Resource Management Plan upon its implementation.

The Tribal Council shall have the authority to review the applications and qualifications of all participants in the grazing permit system, and further shall have the authority to disallow the award of any grazing, haying or leasing privileges allocated pursuant to this ordinance.

# Cheyenne River Sioux Tribe

## Ordinance 71 Grazing

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# I. Definitions

The following definitions shall apply throughout this ordinance unless the plain meaning and context shows a different meaning.

1. **Agricultural Products** means:
  - a) **Crops** grown under cultivated conditions whether used for personal consumption, subsistence, or sold for commercial benefit;
  - b) **Domestic livestock**, including cattle, sheep, goats, horses, buffalo or any other animal that receives the majority of its sustenance from grazing, without regarding for the end use of said animals;
  - c) **Forage, hay or other items** grown or harvested for the feeding of livestock or used for other purposes;
  - d) **Other marketable or traditionally** used materials authorized for removal from Tribal Lands.
2. **Agricultural Resource Management Plan** means a ten (10) year plan to be developed by the Tribal Council specifying the Tribal management goals and objectives.
3. **Allocation of Grazing Privileges** means the awarding of the grazing permit by the Tribe in accordance with this title.
4. **Animal Unit** means a definitive number of livestock derived from the stocking rates used in conjunction with carrying capacity;

a) Beef or Buffalo Cow/Calf pair	1.0 AU
b) Beef or Buffalo Bull	1.0 AU
c) Mare/Colt Pair	1.5 AU
d) Mature Horse	1.5 AU
e) Yearling Horse/Pony/Cattle/Buffalo	.75 AU
f) Sheep/Goat	.25 AU
g) Llama	.50 AU
5. **Animal Unit Month (AUM)** means the amount of forage required to sustain one Animal Unit (AU) for one month.
6. **Annual Carrying Capacity** means the total number of animal units for a twelve month period.
7. **Applicant(s)** means any person(s) or other entity, including corporations applying to the Tribe for a grazing permit.
8. **Application**, the form or document on which such a request is made.
9. **Application Fee** means a non-refundable filing fee of \$1.00 per AU of range unit applied for, per application.
10. **Approving/Approval** means the act taken to approve pasture authorization/permits.
11. **B.I.A.** means the Bureau of Indian Affairs.
12. **Bond** means security for the performance of certain permit obligations, as furnished by the permittee, or a guaranty of such performance as furnished by a third party surety.
13. **Boundary** means the fence line that separates grazing allocations from other properties or right of ways.
14. **Carry Capacity** means the maximum sustainable number of livestock that may be grazed on a range unit for one calendar year and is expressed in Animal Units (AU's).
15. **Conservation Plan** means a statement of management objectives for grazing; including contract stipulations defining required use, operation and improvements. The Bureau of Indian Affairs, Land Operations, will provide technical assistance to permittees in development of this plan.



16. **Conservation Practice** means a management action to protect, conserve, utilize and maintain the sustained yield productivity of Tribal Lands.
17. **Cooperative Management Agreement** means a signed written agreement between the joint permittees that defines the responsibilities related to the management of the range unit.
18. **Council** means the Tribal Council of the Cheyenne River Sioux Tribe.
19. **Day** means one calendar day.
20. **Due Date** means the date on which all grazing fees are due on or before November 1<sup>st</sup> (between 8am to 5pm) of each year for Tribal Land.
21. **Execution fee** means a charge of 2% of the annual rental /grazing fees shall be charged on all grazing permits payable to the B.I.A.
22. **Family** means the permittee(s) and his or her immediate family; spouse, children, brother(s), sister(s), mother, father, grandparents, grandchildren, aunts, uncles, nieces and nephews.
23. **Fence** means a constructed barrier.
24. **Grazing Fees** a charge assessed to the permittee(s) of the permit allocated by the Tribe.
25. **Grazing Permit** means the official written permission to graze livestock granted by the Tribe and administered by the B.I.A. for a specified period on a defined tract or tracts of land.
26. **Grazing Privilege** means privileges granted by individual landowners and the Tribe to use allotted and/or Tribal Lands for the purpose of grazing livestock in accordance with accepted management planning and practice.
27. **Grazing Rental Payments** means the total of the grazing rental rate multiplied by the number of AUMs or acres in the permit.
28. **Grazing Rental Rate** means the amount set by the Tribe for the Tribal Land and B.I.A. on Allotted Lands.
29. **Hay Permit** means the official document issued that will allow hay cutting in accordance with the range unit management plan.
30. **Homesite Assignment** means tract(s) of Tribal Land assigned to individual members for the purpose of establishing a private residence.
31. **Indian Agricultural Land** means Indian land that is used for the production of agricultural products.
32. **Indian Livestock Cooperative Association** means a cooperative that is organized under Ordinance No. 39 of the Cheyenne River Sioux Tribe.
33. **Indian Land** means any parcel of land in which an Indian or Tribe owns an interest.
34. **Indian Landowner** any person(s) that owns any interest in surface estate.
35. **Interest** means an ownership right to the surface estate of Indian land that is unlimited or uncertain.
36. **Joint Permit** means a grazing permit allocated or modified to include more than one person or entity.
37. **Minor** means an individual who is less than 18 years of age.
38. **Mortgage** means a deed of trust or other instrument that pledges permittees assets as security for a debt.
39. **Non Compos Mentis** means a person who has been legally determined by a court of competent jurisdiction to be of unsound mind or incapable of managing his or her own affairs.
40. **Non-Member** means any person who is not a member of the Cheyenne River Sioux Tribe.
41. **Non-Resident Livestock** means livestock owned by an individual and/or entity who does not reside within the exterior boundaries of the Cheyenne River Reservation.
41. **On and Off Lands** means lands not covered by the Grazing Permit, but owned or controlled by the permittees that can be grazed in common with permitted lands as part of the Range Unit.



42. **Original Permittee(s)** means the permittee(s) that held the range unit during the 2008-2013 grazing period.
43. **Outside Cattle Fee** is a fee that is assessed set by Tribal Council to Non-Member livestock owners requesting a pasture authorization.
44. **Pasture Authorization** Is a modification to the permit that allows a third party to graze a specified number of livestock for a specified period of time
45. **Penalty Fee** means a 5% fee (based on the amount past due) per month that will be charged on bills between one (1) day and thirty (30) days delinquent.
46. **Permit** means a written agreement between Indian landowners and a permittee whereby the permittee(s) is granted a revocable privilege to use Indian land or Government land for a specific purpose.
47. **Permit Period** means the designated period for which the permit is valid.
48. **Permittee(s)** means a Tribal Member(s) or entity that has acquired a legal right of possession to Indian land by a permit for purpose under this title.
49. **Range Improvements** means any structure or excavation that improves management of the range unit, or livestock.
  - a) Removable Improvements: Fences, corrals, buildings, pumping equipment, etc.
  - b) Permanent Improvements: Dams, wells, waterlines, septic tanks, etc.
50. **Range Unit** means a specific tract(s) of Indian land suitable for grazing and sustaining agricultural production that have been determined to be a unit for the purpose of issuing a grazing permit.
51. **Resident** means any Tribal member residing within the exterior boundaries of the Cheyenne River Reservation for not less than one (1) year prior to the date on which the application is made and shall apply to applicants, permittee(s) and joint permittee(s). Individuals meeting the following criteria are considered to be residents as well.
  - a) **Hospitalization:** must be admitted and/or confined to a hospital;
  - b) **Education:** must be enrolled full-time in a college or vocational institute;
  - c) **Armed Forces:** must be enlisted in and on active duty;
  - d) **Employment:** shall be less than six (6) months in order to maintain residency requirements.
52. **Seasonal Grazing** means grazing restricted to and authorized for a particular season.
53. **Secondary Permittee(s)** means individual(s) that are added onto the Grazing Permit after the initial Allocation.
54. **Stocking Rate** means the number of acres it takes to provide forage for one animal unit (AU) based on available AUMs.
55. **Surety Bond** shall mean an amount equal to the annual rental fees.
56. **Sustained Yield** means the agricultural production a unit of land can produce continuously at a given level of use.
57. **Trespass** means any unauthorized occupancy, use of or action on Indian agricultural lands.
58. **Tribal Land** means any land in which the Cheyenne River Sioux Tribe owns an interest.
59. **Tribal Member(s)** means any person(s) enrolled as a member of the Cheyenne River Sioux Tribe.
60. **Tribe** means the Cheyenne River Sioux Tribe.



## II. Allocation of Grazing Privileges:

1. Indian Livestock Cooperative Associations in existence at the passage of this ordinance shall receive preference for allocations of grazing privileges held during the 2013-2018 grazing period.
2. Permittee(s) owning 50% of the stock of the carrying capacity of the range unit they currently hold will be re-allocated that range unit. 50% is required to hold a range unit throughout the entire grazing period (2008-2013).
3. Permittee(s) not owning 50% of the stock of the carrying capacity of the range unit during the 2008-2013 grazing period will be required to apply as well as other eligible applicant(s).
4. Eligible Person(s) or Entities and preference:
  - a) Indian Livestock Cooperatives Associations, as defined above, making application for allocation of grazing privileges will be given first preference over all other applicant(s), provided they are in compliance with Ordinance 39 and eligibility requirements.
  - b) The applicant must be a Tribal member who is 18 years of age or older and must be a resident of the Cheyenne River Reservation.
  - c) Individual(s) who are currently delinquent to the Tribe or B.I.A. for any associated fees with range unit(s) shall not be eligible to receive an allocation.
  - d) Any individuals delinquent on grazing fees shall be required to post a bond equal to the amount of allotted lease and 10% of the Tribal Lease due.
  - e) Eligibility requirements become a part of the permit obligations and must be maintained for the period covered by the permit.
  - f) All applicants open/automatic are required to have a complete application by the application deadline. Applicant must have application fee attached.
  - g) In the event one or more current joint permittees apply for the currently held range unit separately, the range unit will automatically be placed in the open allocation regardless of fifty percent.
  - h) In the event one of the current joint permittees refuses to sign the application, the range unit will be placed in the open allocation and all parties will be notified via telephone and certified mail.
  - i) In the event of a joint permit, the total annual carrying capacity shall be counted towards the maximum 400 AUMs per individual.
  - j) Any individuals that have had a permit/lease cancelled will not be eligible for automatic allocation.
  - k) All allotted lands that the permittee(s) owns and has included in the range unit shall remain under that range unit-grazing permit for the five (5) year permit period. In the event the permittee(s) exceed(s) the 400 AU limit, the range unit will be cancelled and advertised for bids. However, the permittee can withdraw lands he/she own within the range unit in order to come into compliance with the 400 AU limited, providing the permittee(s) agrees to fence the lands to be withdrawn (fence must meet NRCS standards). The permittee(s) must fence the lands withdrawn within 180 days.
  - l) Or must have proof of application for a brand and the application is pending.
5. Open Allocation;
  - a) Indian Livestock Cooperative Associations in existence at the passage of this ordinance will receive first preference for allocations of grazing privileges held during the grazing period. The Indian Livestock Cooperative Associations must be in compliance with Ordinance 39 and eligibility requirements.

- b) Eligible Person(s) or Entities; (Where two or more applicants both applying for the same range unit, the following may be taken into consideration)
- Total percentage of carrying capacity of range unit(s) applying for.
  - Location of range unit in relation to current residence  
(It is the responsibility of applicant(s) to submit documentation, i.e. Title Status Report, Map, etc).
  - Permittee(s) who own a home or land within a range unit (it is the responsibility of applicant(s) to submit documentation, i.e. Title Status Report, Map, etc).
- c) Incomplete applications will not be considered and will be returned to the applicant. Application fee is non-refundable.
- d) Permittee(s) who are allocated a range unit under open allocation must increase their livestock ownership carrying capacity no less than 10% each year as shown below:
- i. End of year one (1) at least 10% of carrying capacity owned;
  - ii. End of year two (2) at least 20% of carrying capacity owned;
  - iii. End of year three (3) at least 30% of carrying capacity owned;
  - iv. End of year four (4) at least 40% of carrying capacity owned; and
  - v. End of year five (5) at least 50% of carrying capacity owned
- e) On years of drought the Tribe may lower the 50% carrying capacity.

### III. Residency

1. Any Tribal member residing within the exterior boundaries of the Cheyenne River Reservation for not less than one (1) year prior to the date on which the application is made and shall apply to applicants, permittee(s) and joint permittee(s). Individuals meeting the following criteria are considered to be residents as well.
  - a) **Hospitalization:** must be admitted and/or confined to a hospital;
  - b) **Education:** must be enrolled full-time in a college or vocational institute;
  - c) **Armed Forces:** must be enlisted in and on active duty;
  - d) **Employment:** shall be less than six (6) months in order to maintain residency requirements.



## IV. Joint Permits

1. Prior to allocation:
  - a) Tribal members may apply for any Tribal range unit jointly. When more than one (1) applicant applies for any Tribal range unit, the applicant(s) will sign a cooperative management agreement.
  - b) In the event the joint permittee(s) apply for the range unit separately, no preference will be given during the allocation process.
2. During the grazing period:
  - A joint permit may be issued after the initial allocation, provided they meet all eligibility requirements, and the cooperative management agreement is completed and submitted along with the joint permit application.
  - Joint permits approved shall remain in effect until the end of the current permit period unless agreed to by all original permittee(s).
  - In the event joint permittee(s) are added to the range unit and the original permittee(s) submits a notice to withdraw his/her name from the grazing permit during the current permit period then the range unit shall be cancelled and advertised for allocation.