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TRIBAL MEMORANDUM

DATE : 7/12/16
TO : SUPERINTENDENT, Cheyenne River Agency
FROM : Ev Ann White Feather, Tribal Secretary *EvAnn White Feather*
SUBJECT : Ordinance 78 – Agricultural Leasing (Farm/Pasture)

Transmitted herewith is one (1) original copy of the final approved Ordinance 78 – Agricultural Leasing (Farm/Pasture) which was duly adopted by the Cheyenne River Sioux Tribal Council during its Regular Session held on July 8, 2016 with a thirty (30) days publication period for public comment. No written comments was received.

Cc: Chairman
Treasurer
Administrative Officer
Tribal Comptroller
Central Records
Land Committee Chairman
Tribal Land Office
Legal Department
Committee Secretary
District Officers/6
File/2

The blue represents the thunderclouds above the world where live the thunder birds who control the four winds. The rainbow is for the Cheyenne River Sioux people who are keepers of the Most Sacred Calf Pipe, a gift from the White Buffalo Calf Maiden. The eagle feathers at the edges of the rim of the world represent the spotted eagle who is the protector of all Lakota. The two pipes fused together are for unity. One pipe is for the Lakota, the other for all the other Indian Nations. The yellow hoops represent the Sacred Hoop, which shall not be broken. The Sacred Calf Pipe Bundle in red represents Wakan Tanka – The Great Mystery. All the colors of the Lakota are visible. The red, yellow, black and white represent the four major races. The blue is for heaven and the green for Mother Earth.

Cheyenne River Sioux Tribe
Agricultural Leasing (Farm/Pasture)
Ordinance No. 78

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Cheyenne River Sioux Tribe
Agricultural Leasing (Farm/Pasture)
Ordinance No. 78

This Ordinance is enacted to establish permanent laws for the regulation of agricultural leases of all Tribal lands, both fee and trust status, and individual Indian allotted lands. The Cheyenne River Sioux Tribe hereby determines that sustained yield management can be most effectively administered under an agricultural leasing system and that such administration of leases should be in a manner that is mutually beneficial to both Tribal Member livestock operators and landowners. The Tribe encourages Tribal members to be actively engaged in the agricultural business. This Ordinance 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 retains the authority to review the bids and qualifications of all participants in the agricultural leasing system as detailed in this Ordinance, and further shall have the authority to disallow the award of any lease(s) pursuant to this Ordinance.

- 101 PURPOSE

The purpose of this Ordinance shall be strictly interpreted and construed to fulfill the following purposes:

1. To create and clarify the law governing all agricultural leases;
2. To provide the policies and procedures for equal access to agricultural leases;
3. To encourage individual Tribal members to be actively engaged in the agricultural business;
4. To encourage individual Tribal members to be responsible agricultural business persons;
and
5. To preserve and protect the lands belonging to Cheyenne River Sioux Tribe.

- 102 AUTHORITY

The authority for this Ordinance is vested in the CRST Constitution: Article IV "Powers of Self Government", Section I, §§ (c), (e), (k), & (n) and Article VIII "Land". The Cheyenne River Sioux Tribal Council approved this Agricultural Leasing Ordinance on July 8, 2016 pursuant to the CRST Constitution, which shall supersede all guidelines approved by the Cheyenne River Sioux Tribe.

- 103 SCOPE AND APPLICABILITY

This Ordinance shall apply to all farm/pasture agricultural leases approved by the Cheyenne River Sioux Tribe and shall apply to Cheyenne River Sioux Tribe trust or fee lands that are

located within the exterior boundaries of the Cheyenne River Reservation. This Ordinance applies to all individual Indian land allotments and all Tribal trust and fee lands.

- 104 JURISDICTION

The laws of the Cheyenne River Sioux Tribe shall govern this Ordinance.

- 105 DEFINITIONS

The following definitions shall apply throughout this Ordinance, unless the context plainly requires otherwise.

- a. **Adult:** means an individual who is 18 years of age or older.
- b. **Agricultural land:** means all Tribal/Allotted land suited or used for the production of crops, livestock or other agricultural products, or Tribal/Allotted land suited or used for a business that supports the surrounding agricultural community.
- c. **Agricultural Lease:** a legally binding lease of agricultural land for farming and/or grazing purposes.
- d. **Agricultural Products** shall include:
 - 1) **Crops** grown under cultivated conditions whether used for personal consumption, subsistence, or sold for commercial benefit;
 - 2) **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;
 - 3) **Forage**, hay or other items grown or harvested for the feeding of livestock or used for other purposes;
 - 4) **Other marketable or traditionally** used materials authorized for removal from Tribal Lands.
- e. **Agricultural Resource Management Plan:** a ten (10) year plan to be developed by the Tribal Council specifying the Tribal management goals and objectives.
- f. **AIARMA:** means the American Indian Agricultural Resources Management Act of December 3, 1993 (107 Stat. 2011, 25 U.S.C. 3701 *et seq.*), as amended on November 2, 1994 (108 Stat. 4572).
- g. **Assignment:** an agreement between a tenant and an assignee, whereby the assignee acquires all of the tenant's rights, and assumes all of the tenant's obligations, under a lease.
- h. **BIA:** the Bureau of Indian Affairs within the Department of the Interior.
- i. **Bid:** an offer submitted by potential lessee(s).
- j. **Bidder(s):** any person(s) or other entity, including corporations, submitting a bid for an agricultural lease.
- k. **Bond:** security for the performance of certain lease obligations, as furnished by the lessee, or a guaranty of such performance as furnished by a third party surety.
- l. **Boundary:** the fence line that separates leases from other properties or right of ways.
- m. **Conservation/Management Plan:** a statement of management objectives for the use of the agricultural lease; including contact stipulations defining required use, operation and

- improvements. The Bureau of Indian Affairs will provide technical assistance to lessees in development of this plan.
- n. **Council:** the Tribal Council of the Cheyenne River Sioux Tribe.
 - o. **CRST/Tribe:** the Cheyenne River Sioux Tribe
 - p. **Day:** one calendar day, inclusive of weekends and/or holidays.
 - 1) **Business Day:** one day of the week, not inclusive of weekends and/or holidays.
 - q. **Due Date:** the date on which all rental payments are due, and shall be December 1st of each year for Tribal Land.
 - r. **Fair annual rental:** the amount of rental income that a leased tract of Tribal land would most probably command in an open and competitive market.
 - s. **Fees:** any amount billed for, by the Tribe to be paid to the Department of the Tribal Treasury on or before the due date. These fees include:
 - 1) **Rental Payments:** the total of the rental rate multiplied by the number of acres in the lease.
 - 2) **Penalty Fine:** a monetary fee for trespass, overstocking, overgrazing, and/or late payment, shall be a 5% fine (based on the amount past due) per month charged between one (1) day and thirty (30) days delinquent.
 - t. **Fee Interest:** an interest in land that is owned in unrestricted fee status, and is thus freely alienable by the fee owner.
 - u. **Fractionated Tract:** a tract of Tribal land owned in common by Indian landowners and/or fee owners holding undivided interests therein.
 - v. **Homesite Assignment:** tract(s) of Tribal Land assigned to individual Tribal members for the purpose of establishing a private residence.
 - w. **Immediate Family:** a spouse, children, brother, sister, mother, father, grandparents, aunts and uncles, nieces and nephews provided they meet all eligibility requirements.
 - x. **Indian Livestock Cooperative Association:** a cooperative that is organized under Ordinance No. 39 of the Cheyenne River Sioux Tribe.
 - y. **Indian/Tribal Member Landowner:** an individual Tribal Member or the Tribe, who owns any interest in a surface estate.
 - z. **Individually-Owned Land:** any tract, or interest therein, in which the surface estate is owned by an individual Tribal Member in trust or restricted status.
 - aa. **Interest:** an ownership right to the surface estate of Tribal land that is unlimited or uncertain.
 - bb. **Land Committee:** is the CRST Land and Natural Resource Committee, the authorized representative body of the Cheyenne River Sioux Tribe.
 - cc. **Lease:** a written agreement between Tribal Member landowners and a tenant or lessee, whereby the tenant or lessee is granted a right to possession of Indian land, for a specified purpose and duration. Unless otherwise provided, the use of this term will also include permits, as appropriate.
 - dd. **Lease Period:** the designated period for which the lease is valid.
 - ee. **Lessee(s):** person(s) or entity that has acquired a legal right of possession to Indian land by an agricultural lease for that purpose under this Ordinance.
 - ff. **Lessor:** the Cheyenne River Sioux Tribe.
 - gg. **Marriage:** the legally or formally recognized union of two people as partners in a relationship, as is recognized by the jurisdiction of the Cheyenne River Sioux Tribe.

- hh. **Majority Interest:** more than 50% of the trust or restricted interests in a tract of Indian land.
- ii. **Minor:** an individual who is less than 18 years of age.
- jj. **Mortgage:** a deed of trust or other instrument that pledges lessees assets as security for a debt.
- kk. **NEPA:** the National Environmental Policy Act (42 U.S.C. § 4321, *et seq.*)
- ll. **Non Compos Mentis:** 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.
- mm. **Non-Member:** any person who is not an enrolled member of the Cheyenne River Sioux Tribe
- nn. **Permit:** a written agreement between Indian landowners and the applicant for the permit, also referred to as a permittee, whereby the permittee is granted a revocable privilege to use Indian land or Government land, for a specified purpose.
- oo. **Remainder:** means an interest in Indian land that is created at the same time as a life estate, for the use and enjoyment of its owner
- pp. **Permanent Improvements:** dams, waterlines, septic tanks, etc.
- qq. **Removable Improvements:** fences, corrals, pumping, equipment, etc.
- rr. **Resident:** any person who physically resided within the exterior boundaries of the Cheyenne River Reservation at least ninety (90) continuous days prior to bid opening date.
- ss. **Restricted Land or Restricted Status:** land the title to which is held by an individual Tribal Member or the Tribe and which can only be alienated or encumbered by the owner with the approval of the Secretary because of limitations contained in the conveyance instrument pursuant to federal law.
- tt. **Secretary:** the Secretary of the Interior or an authorized representative.
- uu. **Spouse:** a husband or wife, considered in relation to their partner.
- vv. **Tenant:** a person or entity that has acquired a legal right of possession to Indian land by a lease or permit.
- ww. **Trespass:** any unauthorized occupancy, use of or action on Indian agricultural lands.
- xx. **Unlawful Conduct:** Any conduct which does not conform to, is permitted by, or recognized by the laws of the Cheyenne River Sioux Tribe and/or any applicable Federal law.

- 106 **AWARD OF AGRICULTURAL LEASES**

An agricultural lease may be obtained through the bid process and, in some cases, negotiation.

A. Eligibility Requirements:

To be eligible for an award of agricultural leases, the bidder(s) must meet the following requirements:

1. Persons who are 18 years of age or older may submit bids. Priority for acceptance of bids, shall be as follows:
 - a. Resident Tribal members, who meet the residency and age requirements:

- i. Residency is defined as those Tribal members who have physically resided within the exterior boundaries of the Cheyenne River Reservation for at least ninety (90) days.
 - b. Non-Resident Tribal Members.
 - c. General Public.
- 2. Shall be required to have a complete bid packet submitted by the deadline. Bids received after the deadline will not be considered.
- 3. Must have any associated fees or bid deposits attached.
- 4. Eligibility requirements become a part of the lease obligations and must be maintained for the period covered by the lease.
- 5. Persons who are currently delinquent to the Tribe or the BIA for any associated fees with a range unit or an agricultural lease shall not be eligible to receive an agricultural lease bill.

B. Timeframe and Notice:

Advertisements shall be made by the Bureau of Indian Affairs. Advertisements shall provide prospective lessee(s) with notice of all superseding Tribal laws and leasing policies, including this Ordinance, along with certain standard terms and conditions to be included in the lease. Advertisements will prohibit lessee(s) preferences, and bidders shall not be afforded any preference, with the exception as required above in Section 1 (A) of this title.

- 1. Advertisements will require sealed bids, and may also provide for further competitive bidding among the prospective lessee(s) at the conclusion of the bid opening. Competitive bidding should be supported, at a minimum, by a market study or rent survey that is consistent with the Uniform Standards of Professional Appraisal Practice (USPAP).
- 2. Timeframe shall not exceed a ninety (90) days for agricultural lease as follows:
 - a. Thirty (30) days:
 - Advertisement; and
 - Acceptance of bids
 - b. Thirty (30) days:
 - Land Committee meetings; and
 - Selection of highest bid;
 - Recommendation to Council
 - c. Thirty (30) days:
 - Tribal Council Session:
 - 1. Council actions – to approval or disapprove
 - a. If approved:
 - i. Resolution numbered and routed to BIA.
 - b. If disapproved:
 - i. Re-advertised.
- 3. Timeframe for approved leases shall not exceed two (2) weeks:

- a. Lessee(s) shall have fourteen (14) calendar days to complete and return lease to the BIA.
 - i. Leases that are not returned within the 14 day period, will be cancelled and re-advertised.
- b. After successful return of the completed lease, the BIA shall have seven (7) calendar days to prepare and encode the lessee(s) file for signature by the Superintendent.
 - i. Signature of the Superintendent will signify the completion of the lessee(s) file and lease.

If for any reason the Land Committee and/or Tribal Council is unable and does not meet within the allotted time, it shall be the responsibility of the Land Office and the Bureau of Indian Affairs to move forward to acquire approval by executive action to award the agricultural lease.

C. Right of First Refusal - Tribal Lands (including allotted lands in which the Tribe is the majority landowner)

1. In the event that a Tribal member lessee meets all of the eligibility requirements, he/she shall have the right of first refusal to continue renting the agricultural lease in accordance with the following process:
 - a. The agricultural lease shall be advertised by the BIA.
 - b. The eligible Tribal member lessee shall submit a valid bid of at least the minimum rental rate:
 - i. In the event the incumbent Tribal member lessee is the only bidder or is the high bidder, upon a compliance check by the CRST Land and Natural Resource Office, the offer shall be presented to the Tribe for consideration and approval.
 - ii. In the event there are multiple bidders and the incumbent Tribal member lessee is not the high bidder, the high bidder and the incumbent shall enter into private negotiations with the CRST Land and Natural Resource Office. The highest successful offer shall be presented to the Cheyenne River Sioux Tribe for consideration and approval.
 - c. In the event the incumbent Tribal member lessee does not submit a valid bid, they shall forfeit any right of first refusal as established in this Ordinance.

D. Right of First Refusal - Allotted Lands

Prior to implementation of this system and advertisement of availability for allotted lands and where the following criteria are met regarding consent:

1. The Land Office shall issue letters to the owner(s) of a tract of land determining whether or not the owner(s) consent to the advertisement of availability.
 - i. If the owner consents, then he/she will return the letter to the Land Office checking the box signifying their consent to advertise and signing the letter signifying said consent.

- ii. If the owner or majority interest holder does NOT consent, then he/she will return the letter to the Land Office checking the box signifying their denial of said consent to advertise and signing the letter signifying said consent.
- 2. The BIA shall provide each landowner a copy of this Ordinance along with a means of consent or a means to opt out of this Tribally established leasing process.
 - i. The Agency Superintendent shall follow the consent guidelines (§VI §§3,A,(i)) of this section, to approve a tract of trust land to opt out of the Tribal leasing process.
 - ii. The Agency Superintendent shall treat this process in accordance with the 90-day notice procedures.
- 3. In the event that a Tribal member lessee meets all of the eligibility requirements, he/she shall have the right of first refusal to continue renting the agricultural lease in accordance with the following process:
 - i. The agricultural lease shall be advertised by the BIA;
 - ii. The eligible Tribal member lessee submits a valid bid of at least the minimum rental rate;
 - a. In the event the incumbent Tribal member lessee is the only bidder or is the high bidder, the offer shall be presented to the Agency Superintendent for consideration and approval;
 - b. In the event there are multiple bidders and the incumbent Tribal member lessee is not the high bidder, the high bidder and the incumbent shall enter into private negotiations with the CRST Land and Natural Resource Office. The highest successful offer shall be presented to the Cheyenne River Sioux Tribe for consideration and approval.

E. Agricultural Leases - Right of First Refusal requirements not met

- 1. In the event that the incumbent lessee does not meet the eligibility requirement for the right of first refusal on an agricultural lease, the following shall apply:
 - i. Bid advertisements shall be advertised and accepted as follows on Tribally owned lands or on allotted lands in which the Tribe is the majority landowner;
 - a. Tribal member residents only, if no bidders, then;
 - b. Cheyenne River Sioux Reservation non-Tribal member residents and all Tribal members, if no bidders, then;
 - c. General public.
 - ii. Bid advertisements shall be advertised and accepted as follows on allotted lands in which the Tribe is not a landowner or is a minority landowner and shall follow the requirements of this Ordinance;
 - a. Cheyenne River Sioux Reservation non-Tribal member residents and all Tribal members, if no bidders, then;
 - b. General public.

It is the intent of the Cheyenne River Sioux Tribe to advocate for the development and improvement of all Trust lands. The Tribe also acknowledges the substantial capital investment that is often required for a lessee to make developments and improvements. The following shall apply to the development and/or replacement of improvements in respect to agricultural leases:

Improvements on agricultural leases shall be classified as:

- A. Removable improvements - are not considered a permanent fixture and can be removed with minimal impact to the land. Examples are:
 - 1. Water tanks
 - 2. Portable and affixed corrals
 - 3. Electric fence
 - 4. Windbreaks
 - 5. Structures (i.e. Barns, sheds, etc.)
 - 6. Other removable improvements subject to approval by the Tribe.
- B. Permanent improvements - are considered a permanent fixture to the land and cannot be removed without impact to the land. Examples are:
 - 1. Water lines
 - 2. Fence
 - 3. Stock dams
 - 4. Artesian wells
 - 5. Shallow wells
 - 6. Shelter belts
 - 7. Other permanent improvements subject to approval by the Tribe.
- C. Lessees who have an agricultural lease are eligible for any federal cost-share contract for improvements with NRCS (Natural Resources Conservation Service).
 - i. Lessee must exhaust all sources of federal cost-share assistance;
 - ii. Lessee must exhibit through conservation planning how the improvement will benefit the use of the land;
 - iii. Lessee must agree that the conservation improvement shall be owned by the Tribe or any future landowner upon completion of said conservation improvement.
 - iv. The Lessee shall be responsible for any and all necessary easements.

- 108 MANAGEMENT AND USE

- A. Management of leases under this Ordinance shall be the sole responsibility of the lessee of record. Management shall be in accordance with the Conservation Plan that is developed with the BIA and other terms of the lease.
- B. Use of the leases under this Ordinance is exclusive to the lessee of record. All livestock must be branded with a South Dakota brand registered in the name of the lessee and their spouse (if applicable). For the purpose of this Ordinance, livestock ownership classifications shall be determined in accordance with the Cheyenne River Sioux Tribe Ordinance 71. (CRST Ord. 71 §XI)

- C. Pasturing Authorizations and subleases are not authorized for leases awarded under this Ordinance.

- 109 DEATH OF A LESSEE(S); EFFECT ON LEASE

No lease shall be cancelled solely because of the death of the lessee(s).

- A. In the event there is one lessee, the lease shall continue in the name of the decedent's estate until said estate is settled (but in no event after the current lease period expires); which would require a new application, whereupon:
1. It shall be the responsibility of the estate of the decedent to provide notice to the Land Office of decedent's death. Upon provision of notice the estate of the decedent shall be formally added to the lease.
 2. In the event that the decedent's livestock are sold due to the settlement estate, the lease contract shall be cancelled and eligible members of the decedent's family will be required to reapply for the lease under the provisions of this Ordinance, if they desire.
- B. In the event there are one or more joint lessee(s), and one or more lessee dies, and one or more survives, the lease shall continue in the names of all surviving joint lessee(s) and the decedent's estate until said estate has been settled (but in no event after the current lease period expires); which would require a new application, whereupon:
1. It shall be the responsibility of the estate of the decedent to provide notice to the Land Office of decedent's death. Upon provision of notice, the estate of the decedent shall be formally added to the lease as a joint lessee.
 2. In the event that the decedent's livestock are sold due to the settlement estate, the decedent's name will be removed from the lease and the lease contract will continue in the name(s) of the remaining lessee(s).

- 110 VIOLATIONS

It is understood and agreed that violations of an Agricultural lease shall be acted upon in accordance with the CRST Law and Order Code, all applicable Ordinances and the regulations of 25 CFR 162. Violations of the lease may result in sanctions up to and including cancellation of the lease. The violations include, but are not limited to, the following:

1. Failure to comply with all provisions of the lease.
2. Failure to comply with any improvement stipulations attached to the lease.
3. Failure to make timely lease payments.
4. Environmental violations, including but not limited to:
 - a. Illegal disposal of hazardous waste
 - b. Export of hazardous waste
 - c. Illegal discharge of pollutants into a water source

- d. The removal and disposal of regulated asbestos containing materials in a manner inconsistent with the law and regulations of the Tribe and any applicable Federal law.
 - e. Illegal importation of certain restricted or regulated chemicals
 - f. Tampering with a drinking water supply
- 5. Overgrazing.
- 6. Animal Cruelty: (as defined in the CRST Law & Order Code, Sec. 3-4-92) A person is guilty of cruelty to animals if he purposely or knowingly:
 - a. Tortures or seriously overworks an animal; or
 - b. Fails to provide necessary food care, or shelter for an animal in his custody; or
 - c. Abandons an animal in his custody; or
 - d. Transports or confines an animal in a cruel manner; or
 - e. Kills, injures or administers poison to an animal without legal privilege to do so; or
 - f. Causes one animal to fight with another.
- 7. Any violation of the CRST Cultural Resources Protection Act (Ordinance 57).
- 8. Utilizing agricultural leased land as a feedlot.
- 9. Trespass.
- 10. Subleasing.
- 11. Falsification of ownership.
- 12. Failure to allow Tribal members access to leased land for Native Cultural/Spiritual purposes such as: hunting, fishing, gathering; i.e. fire wood, berries, medicinal plants, etc.
- 13. Hunting violations, including:
 - a. Failure to allow Tribal members to hunt within the farm pasture.
 - b. Accepting payment to act a hunting guide for anyone to hunt on land within the lease area.
 - c. Lacey Act violations.
- 14. Falsification of residency.
- 15. Unlawful use of the agricultural lease.
 - a. Automatic cancellation of lease.

- 111 PENALTIES

A schedule of fines will be set by the Land and Natural Resource Committee, with input from the Land Office. The schedule of fines will be implemented by the Land Office. The schedule of fines may be adjusted annually by the Land and Natural Resource Committee.

- 112 ADDITIONAL PROVISIONS

- 1. **Bonds.** Surety bonds are required on all leases under this Ordinance. Unless the bond is waived by the Land Committee.
- 2. **Brucellosis.** All Lessee(s) will be required to participate in the Tribe/State/Federal Brucellosis programs and other Tribal/State/Federal livestock disease control program,

established by applicable Tribal/State/Federal law and, maintain certification of all cattle grazed under their permit as prescribed, for the control and eradication of brucellosis.

3. **Collection.** The Tribal Treasurer is authorized to institute and prosecute civil actions to collect any and all sums due and owing the Tribe under this section and to utilize the Tribal Legal Department for the purpose.
4. **Home Sites.** Home assignment regulations are in place and will be enforced. A copy of the home site regulations can be obtained from the CRST Land Office.
5. **Leases Issued.** Leases shall be issued which specifically grants the CRST Land and Natural Resource Office and BIA Officials the right to enter the lease for the purpose of inspecting the premises, checking resource conditions, making head counts, and any other activity associated with the enforcement of lease conditions and stipulations, or the provisions of this Ordinance.
6. **Livestock.** The types of livestock permitted include:
 - Cattle;
 - Horses;
 - Sheep;
 - Goats;
 - Buffalo;
 - Llamas;
 - Ponies; and
 - Hogs (hogs must be kept in a confined area).
7. **Non Compos Mentis.** Determination of Non Compos Mentis of a lessee: In the event that a court finds a lessee(s) to be non-compos mentis, the lease shall be modified and the name of the legal guardian or power of attorney shall be added to the permit. Legal documentation shall be submitted to the CRST Land and Natural Resource Office and the BIA.
8. **Reservations.** It is understood and agreed that the lessor reserves the right to make oil and gas leases, grants right-of-way(s) and other legal grants, on the premises covered by this lease and that in event of a dispute between the lessee hereunder and the lessee or permittee under any oil and gas lease, right-of-way, or other grant, as to the amount of such actual damages the matter will be referred to the Cheyenne River Sioux Tribe.
9. **Right of Ingress for Tribal members.** Leases of Tribally owned land shall be granted subject to the right of the members of the Tribe to hunt, fish, and gather firewood for their needs, provided such activities do not impose unreasonable burdens on lessee(s). As a courtesy to the lessee(s), and when possible, Tribal members shall inform the lessee(s) of his/her intended activities. Littering is prohibited and all gates must be closed when both entering and leaving the area.
 - A. Native Cultural/Spiritual Purposes such as hunting, fishing, gathering; i.e. fire wood, berries, medicinal plants, etc.
10. **Trichomoniasis.** All Lessee(s) will be required to participate in the Tribe/State/Federal livestock disease control program, established by applicable Tribal/State/Federal law and, maintain certification of all cattle grazed under their permit as prescribed, for the control and eradication of trichomoniasis. Should the lessee(s) lease bulls from an off Reservation bull supplier, Trichomoniasis testing of bulls shall be done on an individual basis with identification number of bull coinciding with certified veterinary test documentation.

- 113 AMENDMENTS

No portion of this Ordinance shall be amended unless two-thirds (ten members) of the Cheyenne River Sioux Tribal Council shall vote affirmatively to approve such changes.

- 114 EFFECTIVE DATE

This Ordinance shall govern agricultural leasing and the award thereof beginning now and shall repeal any other Tribal laws, Ordinances, resolutions or official acts inconsistent with or superseded by this Ordinance.

- 115 CERTIFICATION

I, the undersigned, as Secretary of the Cheyenne River Sioux Tribe, certify that the Tribal Council is composed of fifteen (15) members, of whom 13, constituting a quorum, were present at a meeting, duly and regularly called, noticed, convened and held this 8th day of July 2016, Regular Session; and that the foregoing Cheyenne River Sioux Tribe Agricultural Leasing (Farm/Pasture) Ordinance No. 78 was duly adopted at such meeting by a roll call vote of 9 yes, 2 no, 2 abstaining, and 2 absent.



A handwritten signature in blue ink, reading "Ev Ann White Feather", is written over a horizontal line.

Ev Ann White Feather, Secretary
Cheyenne River Sioux Tribe