

PLAN OF OPERATION OF THE LAND PURCHASE AND ADJUSTMENT ENTERPRISE
FOR
THE STANDING ROCK SIOUX TRIBE OF THE STANDING ROCK RESERVATION

I - Preliminary Statement and Purpose.

The Standing Rock Reservation was established by Executive Order March 22, 1899 with an original area of 2,327,782 acres. Special acts of Congress opening up certain portions of the reservation to homesteads and the sale of Indian owned land has reduced the original reservation until the present acreage of trust allotted and tribal land is now only 1,053,856 acres. Approximately 896,147 acres is trust allotted land and 157,692 acres is still in tribal ownership. There is also 10,964 acres of so-called sub-marginal land within the reservation boundaries which is government owned and under the administration of the Indian Service. Approximately _____ acres of the trust allotted land is now in heirship status, much of the ownership being highly fractionated. This fractional division of allotments will, of course, become progressively worse with the passing of time unless some plan is developed to purchase or otherwise consolidate the interests of the heirs in such tracts. The Standing Rock Tribal Council has appreciated the need for land acquisition and consolidation. In 1934 the Council designated the area on the reservation which they considered should be consolidated for Indian use. A map showing this consolidation area is attached hereto. In the same year they approved the acquiring of certain lands on the reservation within this consolidation area through the purchase of sub-marginal lands by the Department of Agriculture with the anticipation that such sub-marginal lands would be turned over to the tribe for tribal use some time in the future. In 1936 the Council further approved the purchase of certain key tracts of land within the consolidation area. 5,843.5 acres of such land was thus purchased.

with IRA funds. Upon acceptance of the Re-organization Act by the Standing Rock Tribe the Council took immediate action to request the Secretary of the Interior to revert all unentered, relinquished, or delinquent homestead lands to the tribe. This request was approved by the Secretary in the fall of 1936 and has resulted in returning of _____ acres of such homestead land to tribal status.

Unfortunately the greater part of this tribal land lies in the south western portion of the reservation which is the area where there is practically no allotted lands and is entirely barren of Indian use and Indian settlement. Recognizing this fact, the tribe has been active in its desire to exchange these tribal lands to consolidate Indian land holdings. In 1938 the Council passed a resolution approving the exchange of approximately 23,000 acres of this tribal land for state school and public lands in the State of South Dakota lying within the South Dakota portion of the consolidation area. Because of legal questions and a lukewarm attitude on the part of the State of South Dakota no action has been taken. This exchange has not materialized to date. In 1942 the Council approved the exchange of approximately 9,000 acres of tribal land for approximately 8,000 acres of land purchased by the Department of Agriculture in the Perkins-Gorson Soil Conservation District in the extreme south western portion of the reservation. This exchange was consummated in 1945. On September 3, 1943, the Tribal Council authorized the exchange of 1100 acres of Tribal land for 80 acres of Rural Credit Land lying within the consolidation area and the exchange is now pending in the Office for final approval. At the meeting of the Tribal Council on March 27, 1944, the Council submitted a resolution to the office offering to use 90 percent of their income from tribal lands for the purchase of complicated heirship lands and key tracts of deeded land within the consolidation area.

The purpose of this enterprise shall be to consolidate and improve the tenure of the reservation land base in order to eliminate obstacles to proper land use, which have grown out of the alienation of Indian lands and the breaking up of individual holdings through inheritance, for the immediate and future use and benefit of members of the Standing Rock Sioux Tribe. These adjustments shall involve the purchase by the tribe of key tracts of individually owned trust or restricted lands and alienated lands, with particular emphasis on the heirship lands and the small tracts of irrigated lands which cannot be made use of by the owners by reason of the many heirs, the absence of the owners from the reservation or for other cause, and adjustments by partition, exchanges and other land adjustments.

II - Funds To Be Used.

\$6,000 of tribal funds have been appropriated by Congress at the request of the Tribal Council for land purchases on the reservation and is now available. Any additional tribal funds that may be made available for land purchases in the future will be handled through this enterprise.

\$15,000 of land acquisition (IRA) funds appropriated by Congress for the fiscal year of 1947 have been allocated to the Standing Rock Agency and will be expended by this enterprise in accordance with the approved plan of operation.

It is requested that \$250,000 of revolving credit funds be loaned to the tribe by the United States; this loan to be on the basis of a \$50,000 advance each year beginning July 1, 1947 for a period of five years. An application for \$100,000 of this loan accompanies this plan of operation. If, after two years of operation, the program appears to be working out in a manner satisfactory to all parties concerned, a supplemental loan application will be submitted for an additional \$150,000 of revolving credit funds.

III - Lands to be included in the Enterprise.

All land now owned by the tribe and all lands purchased or otherwise acquired by the tribe in the future shall be included in this enterprise and all income therefrom shall be deposited to the account of the enterprise for use in accordance with the provisions of this plan of operation. There shall also be included in this enterprise approximately 10,964 acres of so-called sub-marginal land, when and if, the Secretary of the Interior shall approve a revocable permit to the Standing Rock Sioux Tribe covering such lands. It is hereby agreed that the Standing Rock Sioux Tribe, through this enterprise, shall pay an annual rental for the use of such lands of \$109.64 with the understanding that the enterprise shall administer such lands and may through such administration by written agreement transfer such use rights as are granted to the tribe to a third party.

IV - Management.

This enterprise shall be managed by a committee of six members hereinafter referred to as the land enterprise committee of the Standing Rock Sioux Tribal Council, chosen by such council. It shall be the duty of the committee to approve or reject all transactions involving the acquisition of lands by the tribe whether by purchase, lease, permit, gift, exchange or otherwise, and to recommend for or against any proposed land adjustments involving tribal lands. All actions of the committee shall be by a majority vote of the members. Four members of such committee shall constitute a quorum.

It is hereby agreed that the tribe will employ tribal clerks to perform the clerical and ministerial duties in connection with the permitting and leasing of tribal and allotted lands on the Standing Rock Sioux Reservation with the understanding that all fees assessed in connection with such work or services shall be for credit to the enterprise for the purpose of paying such tribal clerks.

Employment of tribal clerks shall be by contract, subject to the approval of the Superintendent of the Standing Rock Agency on a form similar to that attached hereto as Exhibit 1. The salary to be paid each employee shall be determined by the Council and the Superintendent. In the event tribal funds are not available for advance to the enterprise for the payment of the salaries of such tribal clerks during the first six months of operations, it is requested that authority be granted to establish temporary Civil Service positions for that period, the salaries to be payable from any available tribal funds. As soon as sufficient operating funds accrue to the credit of the enterprise such temporary employment will be discontinued and the tribal employment made effective.

V - Land Appraisals.

All appraisals of land under the functions of this enterprise shall be made by two members of the land enterprise committee and one government employee designated by the Superintendent. Such appraisals are to be made on a form approved by the District Director and the appraisals shall be subject to the approval of the Superintendent. A basis price schedule shall be prepared each year by the land enterprise committee and approved by the Standing Rock Sioux Tribal Council and the Superintendent. This approved schedule of land values must not be exceeded by the appraisal committee making land appraisals during the year that it is effective. Fees shall be charged for the inspection and appraisal of lands to be purchased or which are involved in adjustments by the enterprise such as exchange, partition or other adjustments as follows. A minimum fee in all cases is \$5.00, for each additional \$500.00 in value \$1.00. All fees assessed and collected by the enterprise shall be credited to the special enterprise account from which expenses for the operation of the enterprise shall be paid.

VI - Use of Income.

Income from tribal lands deposited on the enterprise account as provided in section 3 of this plan shall be expended in accordance with a budget prepared annually and approved by the Superintendent and the District Director. Payments due during the year on interest and principal for loans of the tribe from the United States shall be included in such annual budget. Tribal income from June 30, 1945 to July 1, 1946 was \$4,077.88.

VII - Title to Lands.

Title to all lands purchased or otherwise acquired by the tribe through this enterprise shall be taken in the name of the United States of America in trust for the Standing Rock Sioux Tribe.

VIII.- Use of Lands in the Enterprise.

Use rights to tribal lands may be granted as a standard assignment on the approved tribal land form #2. (A copy of this form is attached as Exhibit No. 2). The amount of tribal land included in such tribal assignment for one family head shall not exceed 160 acres. The policy of the enterprise will be to charge a reasonable annual rental or land use fee to all members receiving assignments on tribal lands. Exceptions may be made to this policy in the following specific instances:

(Also list here any other rules or regulations that the tribe may wish to make to govern the administration of standard assignments).

No free grazing privileges will be granted members of the tribe in connection with use of tribal grazing lands.

IX - Exchange Assignments.

The exchange assignments made on tribal land form No. 1, copy attached as Exhibit #3, will be used as a means of furthering the land consolidation program

on the reservation.

x - Depository.

The depository of the enterprise shall be an individual money account under the supervision of the superintendent of the Standing Rock Agency.

XI - Payment for lands or Interests in Lands.

No payments shall be made for land until the deeds or other conveyances and papers have received final approval in accordance with applicable Indian Service regulations. No payment shall be made to any person for lands purchased who is indebted and delinquent on such indebtedness to the United States or to the Standing Rock Sioux Tribe until such indebtedness has been satisfied.

XII - Scope and Authority for Operations.

It is hereby agreed that if this plan and loan application is approved the enterprise shall be conducted in accordance with the applicable regulations for the revolving credit fund as approved by the Secretary of the Interior December 16, 1945 and the instructions of the Commissioner dated June 5, 1946 as contained in Part 5124 of the Indian Service Credit Manual. The provisions of Section 51246.10 of the Indian Service Credit Manual shall be applicable to this plan of operation.

XIII - Records and Reports.

Records shall be maintained and reports submitted as may be required by the Commissioner of Indian Affairs or his authorized representative.

STANDING ROCK SIOUX TRIBE OF THE
STANDING ROCK RESERVATION

Agreed to this 12th day of _____ 19____ by
and between the Standing Rock Sioux Tribe of the _____
Fort Yates, North Dakota, party of the first part, and _____
Date _____ 19____

ATTEST:

The terms of indenture shall be that law, both of substance and form of

Secretary

Date: _____ 19____ at least 30 days prior to the effective date
of application or termination pursuant to the provisions of Article 2.

Approval recommended:

The second part, as an employee of the Standing Rock Sioux
Tribe, as an employee for the purpose to be mentioned in said party
Superintendent, Standing Rock Agency _____ Date _____

to accept a salary at the rate
of _____
District Director, Billings, Office _____ Date _____

3. The said party of the second part, if satisfactorily performing the duties
as set forth herein, shall be entitled with part as above of services at the work
try period and consistent with the self _____

APPROVED: _____
Date _____

Commissioner of Indian Affairs.

not to exceed a period of _____ days for essential purposes, and in case
of illness an additional period of _____ days may be granted
any deduction being made from the salary to be paid. The position shall
be held at the rate of _____ hours per month, and may be granted an ex-
tension of the contract period.

4. The salary herein agreed to shall be paid to the party of the second part
_____ according to the conditions of the contract for
the term thereof, and shall be paid by the Standing Rock Agency.

EMPLOYMENT AGREEMENT

Agreement made this _____ day of _____, 19____, by and between the Standing Rock Sioux Tribe of the Standing Rock Reservation, Fort Yates, North Dakota, party of the first part, and _____ of _____ party of the second part.

1. The terms of employment shall be from the date of entrance on duty of the said party of the second part and shall continue until terminated by either party by giving notice in writing at least 30 days prior to the effective date of termination or terminated pursuant to the provisions of Article 8.

2. The party of the second part, as an employee of the Standing Rock Sioux Tribe agrees, as compensation for the services to be performed by said party under the terms and conditions of this contract, to accept a salary at the rate of _____ dollars (\$) _____ per month. (words)

3. The said party of the second part, if satisfactorily performing the duties as set forth herein, shall be entitled each year to leave of absence as the work may permit and consistent with the welfare of the Standing Rock Sioux Tribe for not to exceed a period of _____ work days for vacation purposes, and in case of illness an additional period of not to exceed _____ work days without any deductions being made from the salary to be paid. The vacation leave shall be earned at the rate of _____ hours per month, and may be granted in excess of the amount earned.

4. The salary herein agreed to shall be paid to the party of the second part _____ succeeding the rendition of the services for such period thereof just closed.

5. The party of the second part shall perform the duties herein described under the direct supervision of the tribal officer or officers elected or delegated by the Standing Rock Sioux Tribe to supervise the credit and related activities of the tribe and under the general supervision of the superintendent of the Standing Rock Agency, and shall be responsible for performing the following duties:

(List here a detailed job description)

6. The work period of the party of the second part will be 8 hours per day and 40 hours per week. The working hours shall be such as are mutually agreed upon between the Standing Rock Sioux Tribe and the Superintendent or other officer in charge of the Standing Rock Reservation. A time sheet of work performed by the party of the second part and leave record shall be maintained under the supervision of the superintendent or other officer in charge of the Standing Rock Agency.

7. The party of the second part shall be bonded to the Standing Rock Sioux Tribe of Indians in the sum of _____ dollars (\$ _____) with a responsible surety company for the faithful performance of the terms and conditions of this agreement.

8. It is understood and agreed that the party of the first part may immediately terminate this agreement upon written notice to the party of the

Second part subject to the approval of the superintendent or other officer in charge of the Standing Rock Agency by reason of delinquency or misconduct of the party of the second part which in the opinion of the Standing Rock Sioux Tribe and the superintendent or other officer in charge of the Standing Rock Reservation warrants such action.

THE STANDING ROCK SIOUX TRIBE
(Party of the first part)

By _____
Chairman

APPROVED:

Secretary

(party of the second part)

APPROVED:

Superintendent

(Attach to each copy of this agreement
personal history and experience record
of employment similar to Form 57)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Office of Indian Affairs

REVOCABLE PERMIT

This agreement made this _____ day of _____, 194____ by and between the Commissioner of Indian Affairs, duly authorized by the Secretary of the Interior, hereinafter called the permitter, and the _____, a corporation, organized pursuant to the provisions of the Act of June 18, 1934 (48 Stat. 984), hereinafter called the permittee.

WITNESS, That for and in consideration of an annual rental of \$ _____, which shall be due and payable at the close of each annual period, and the affirmations and agreements hereinafter set forth, the permitter hereby grants unto the permittee the right to use and occupy the so-called "submarginal" land comprising _____ acres, and listed on the sheets attached hereto and made a part hereof, together with improvements and appurtenances thereto, for the purpose of carrying into effect the objectives of the by-laws of the Tribal Land Enterprise.

In the consideration of this permission, the permittee agrees to use the land under the following conditions:

1. The lands shall, by resolution of the _____ Tribal council, be made available to the Tribal Land Enterprise and used in accordance with the by-laws approved therefor, and shall remain a part of such enterprise until authority to remove such lands or parcels thereof shall be approved by the permitter.
2. The rights granted hereunder to the permittee shall begin on the _____ day of _____ 194____ and shall end on the _____ day of _____ 19____ and in no event shall exceed a period of ten years. The annual permit period shall be deemed to end one year after the date of the beginning of this permit and on the same date of each succeeding year until the permit expires or is otherwise terminated.
3. It is further understood and agreed that this instrument is not a lease and is not to be taken or construed as granting any leasehold interest or right in or to the land described herein, but is merely a temporary permit, terminable and revocable in the discretion of the permitter at any time, and in any event not to extend beyond _____ 19____.
4. All improvements placed hereon by the permittee are to be regarded in the same nature as personal property of the Tribal Land Enterprise and may be removed within _____ days after the termination of this permit, or under such other special provisions as may be agreed to between the permittee and the permitter; provided, that no improvements may be attached to permanent improvements already on the land, or to permanent improvements to be hereinafter constructed, in such a way that the removal thereof would in any way damage the improvements which must be left on the land, except with the prior approval of the permitter.

5. All timber, water rights, mineral rights, and the right to grant easements on the land for public purposes are hereby reserved to the Government. The permittee or its assigns may cut and remove timber for domestic use only, such removal to be subject to the applicable rules of the Indian Forestry Service regulations.
6. If, in the opinion of the permitter or his representative, it is found that this land is not used in a husbandly manner and proper methods are not taken to preserve the range and conserve the soil, or if the improvements and appurtenances are not maintained in a reasonably good state of repair, excepting ordinary depreciation, by the permittee or its assigns, or if the premises are used for unlawful purposes, or in the event the Tribal Land Enterprise is terminated, this permit may be revoked in whole or in part; or the permittee may demand, and the permitter is bound to comply with such demand, that any assigned use of any portion of the property covered by this permit to a third party be revoked upon the breach of any of the conditions of this agreement.
7. It is further agreed that the Tribal Land Enterprise may, by written agreement, on a form approved by the permitter, transfer such use rights as are herein granted, to third parties, in accordance with the by-laws of the Tribal Land Enterprise, and under terms consistent with this permit. The length of tenure under such agreement shall not exceed the terms of this permit.
8. It is further agreed that all existing rights, whether held under assignment, permit, or lease, either by Indians or non-Indians, shall remain in effect, except that the Tribal Land Enterprise may request that such rights be terminated where they interfere with the proper and full use of these lands. The permitter, in his discretion, will give the matter of the termination of such existing temporary rights full consideration, with due regard to the facts and the interest involved.
9. This permit shall terminate upon the breach of any of the conditions herein, or in the discretion of the permitter.

(Commissioner of Indian Affairs)

TRIBAL COUNCIL

Date: _____

By _____
(Position of Officer)

By _____
(Position of Officer)

By _____
(Position of Officer)