



**RESOLUTION
OF THE
WIND RIVER INTER-TRIBAL COUNCIL**



**RESOLUTION NO. 2025-12119
NABC RESOLUTION NO. NABC-2025-2060**

A RESOLUTION APPROVING RULES GOVERNING ASSIGNMENTS OF TRIBAL LANDS.

WHEREAS, the Eastern Shoshone Tribe (“EST”) and the Northern Arapaho Tribe (“NAT”) (collectively “Tribes”) are separate sovereign, federally-recognized Indian Tribes with inherent sovereign authority and the right to exercise self-determination and self-governance and the inherent sovereign authority to create, charter, and delegate authority to tribal and inter-tribal organizations; and

WHEREAS, the Eastern Shoshone Business Council (“ESBC”) and the Northern Arapaho Business Council (“NABC”) are the duly elected governing bodies of their respective Tribes and are authorized by a vote of their respective Tribal citizens to conduct the day-to-day governmental operations and set the policy and procedure for their respective Tribes; and

WHEREAS, the Wind River Inter-Tribal Council (“WRITC”) is a body created April 17, 2017, by the NABC and the ESBC through the approval of the Wind River Inter-Tribal Accord and further defined through the June 25, 2019, approval of the Wind River Memorandum of Understanding for the Management and Oversight of Shared Tribal Programs and Resources within the Wind River Indian Reservation (“Reservation”) and is authorized under the laws of the Tribes and federal law to manage the joint affairs and assets of the EST and the NAT; and

WHEREAS, the ESBC and NABC have been functioning as the WRITC for the purpose of working collaboratively to manage shared assets and programs on the Reservation; and

WHEREAS, the WRITC is composed of the NABC and the ESBC and any action taken by the WRITC requires a majority vote of each Tribe’s Business Council; and

WHEREAS, the WRITC, on behalf of the NABC and the ESBC, has the duty and obligation to provide for the health, safety and wellbeing of the citizens of each Tribe; and

WHEREAS, the last update for assignments of all lands (“Tribal Lands”) on the Reservation owned by both of the Tribes or held in trust on behalf of both Tribes was adopted by Joint Business Council Resolution #2089 on December 30, 1970; and

WHEREAS, an update to the rules governing assignments of Tribal Lands is necessary.

NOW THEREFORE BE IT RESOLVED, that the following Rules Governing Assignments of Tribal Lands is hereby updated and approved as follows:

RULES GOVERNING ASSIGNMENTS OF TRIBAL LANDS AND FOR OTHER PURPOSES

(Adopted January 10, 1946 - Tribal Lands redefined Joint Business Council November 14, 1973)

TRIBAL LANDS

For the purposes of these Rules Governing Assignments of Tribal Lands and for Other Purposes (“Rules”), “Tribal Lands” of the Wind River Indian Reservation (“Reservation”) shall be construed to refer to all lands on the Reservation owned by both the Eastern Shoshone Tribe (“EST”) and the Northern Arapaho Tribe (“NAT”) (collectively “Tribes”) or held in trust on behalf of both Tribes. An assignment is a contract between the Tribes and an assignee, whereby the assignee acquires all of the Tribes’ rights and obligations to use of the assigned Tribal Land pursuant to a permit known as a Grant of Standard Assignment (“Assignment”) and these Rules. A Grant of Standard Assignment will contain specific terms and conditions, including but not limited to the purpose of the Assignment, violation of those terms and conditions or these Rules could result in a forfeiture or loss of the Assignment.

Tribal Lands may be assigned to members of the Tribes, or leased, or otherwise used by the Tribes as hereinafter provided. Any assignee hereby fully understands and agrees to these Rules in addition to any terms or conditions in an Assignment.

An Assignment may be made to any enrolled member of the Tribes who is eighteen (18) years of age or older and who will reside on the land so assigned. An assignee shall only be entitled to the use and occupancy of the land and Tribal improvement thereon. An Assignment and the rights granted thereunder may not be transferred or encumbered.

Assignments shall be for a period of five (5) years with a preferential right of renewal in the assignee provided the assignee has faithfully performed all provisions of his or her Assignment and these Rules.

All timber, water rights, mineral rights, and the rights to take easement on the land for public purposes are reserved to the Tribes, but all grants of right-of-way shall be in accordance with the regulations of the Department of the Interior and the laws appertaining thereto including but not limited to the Long-Term Leasing Act, codified at 25 U.S.C. § 415, the HEARTH Act, Public Law 112-151, 126 Stat. 1150, (July 30, 2012), and 25 C.F.R. Part 162.

The Wind River Inter-Tribal Council (“WRITC”) and the Superintendent of the Wind River Agency (“Superintendent”) shall determine the size of the unit upon which Assignments for agriculture and other purposes shall be based.

If land assigned is not used in accordance with the provisions of its Assignment, or any conditions set forth in these Rules, or if proper methods for the preservation of the fertility of the soil are not used, an Assignment may be revoked or modified by the WRITC and the Superintendent.

The WRITC duly grants any Assignment, with the full knowledge and understanding of, and where applicable in accordance with, that part of the requirement appearing in a resolution adopted Shoshone and Arapaho Tribes through resolution 2089 dated 12/30/1970.

That the Tribes have no objection to assignments being made by the WRITC to its own members and their relatives, so long as the individual Council member concerned does not vote for or participate in securing the assignment to him/herself or to his/her relatives; that the word "relative" shall include husband or wife, brother or sister, father or mother, and son or daughter.

A copy of each Assignment must be filed in the Wind River Agency ("Agency"). Such copy shall be available at all times for public inspection.

GRAZING LAND

Any Assignment of Tribal Lands used for grazing is granted, accepted, and approved with the full understanding and the agreement that the Assignment is contingent upon the assignee's ability to have and to hold an approved grazing permit on the Reservation under the Wind River Indian Reservation Grazing Policies and Procedures.

If for any reason a grazing permit issued to the assignee is cancelled by the assignee, such cancellation of a grazing permit shall constitute a breach of the assignee's Assignment and make the Assignment subject to immediate cancellation by the WRITC or the Superintendent. WRITC be notified of the cancellation properly.

RENTAL

The Assignee shall pay the first year's annual rental in full and comply with the terms of within thirty (30) days upon signing an Assignment agreement. The Assignee hereby fully understands and agrees that failure to fulfill and carry out these provisions and terms within forty-five (45) days upon signing an Assignment will constitute sufficient reason to cancel the issuance of an Assignment.

Assignees shall pay an administrative fee of three percent (3%) of yearly rental with a minimum of \$10.00 and a maximum of \$500.00 and shall pay a yearly rental of \$2.00 per acre.

PASTURING OF LIVESTOCK

The pasturing of any and all livestock other than those bearing Assignee's registered brand or brands is prohibited on the lands included under any Assignment. An assignee may not enter into a verbal or written agreement of any type to lease or use the lands included in an Assignment with any third-party. Any agreement with a third-party shall constitute a breach of the Assignment and will constitute sufficient reason to cancel the issuance of an Assignment.

IMPROVEMENTS

The Assignee will maintain all improvements in good repair.

Any improvements, excluding structural improvements, placed upon the land by an Assignee for his or her own convenience and use, and the removal of which would not in any way damage the land or its permanent structures, may be removed from the premises within thirty (30) days after the termination of the Assignment only with written approval of the WRITC and the Superintendent. A removable improvement is an addition to the Assignment that increases its value or utility or that enhances its appearance, including but not limited to fencing, outbuildings, or appliances. Any improvement may not be attached to or constructed in such a way that the removal thereof would in any way damage the land or its permanent structures.

REASSIGNMENT UPON DEATH

The Assignee may designate in writing a person whom he/she wishes to receive his/her Assignment upon his/her death, and the reassignment of said land may be made to such designated person, provided that the person designated is eligible to receive an Assignment on this Reservation under these Rules.

If an Assignee married to a non-Indian spouse or to an Indian not a member of the Shoshone or Arapahoe Tribes of this Reservation dies without issue, the surviving spouse shall not be eligible for reassignment of the land, but shall be allowed a reasonable time, not to exceed six (6) months, to vacate the Assignment and shall be entitled to remove those improvements as outlined above, within thirty days (30) after the time allowed to vacate the Assignment. If the deceased Assignee leaves children as a result of such a marriage who are eligible to receive an Assignment upon reaching the required age, the surviving spouse may continue to use and occupy the Assignment during the minority of the children, with the approval of the WRITC and the Superintendent, reflected in a land-use permit to be issued by the WRITC and the Superintendent for the benefit of the children.

MODIFICATION

An Assignment may be modified by a reduction in acreage, or by the granting of additional acreage to suit the changing needs of the Assignee with the written approval of the Assignee, the WRITC and the Superintendent. A modification may be made to reflect technical services received to prepare conservation plans, to furnish advice on improved farming methods, irrigation improvements, weed control, or other related problems.

CANCELLATION

Assignees shall give the Superintendent and WRITC sixty (60) days written notice of the intent to vacate and cancel the Assignment. The Assignee is liable for all damages to Tribal property on the Assignment until the Assignment is cancelled. An assignee must continue to comply with the terms of the Assignment for any Range Unit maintained after assignee cancels his or her Assignment.

APPEAL

All Assignments shall be approved by the WRITC, and the Superintendent of the Wind River Indian Agency. The action of the Superintendent shall be final unless an appeal is filed as provided under 25 C.F.R. Part 162.025. The action of the WRITC shall be final.

BE IT FINALLY RESOLVED, that the Chairman, or Vice-Chairman of the Shoshone Business Council and the Chairman or Co-Chairman of the Arapaho Business Council are directed and authorized to execute and sign any documents necessary to implement this resolution for the Wind River Indian Reservation.

CERTIFICATION

The undersigned, as the Chairman of the Eastern Shoshone Business Council hereby certifies that the Eastern Shoshone Business Council, consists of six (6) members, of whom four (4) members of the Eastern Shoshone Business Council constituting a quorum, were present at a meeting duly called, noticed, convened, and held this seventeenth (17th) day of December, 2025; that the foregoing resolution was adopted by an affirmative vote of four (4) members of the Eastern Shoshone Business Council, and that the said resolution has not been rescinded or amended in any way.

Done at Fort Washakie, Wyoming this 17th day of December, 2025.



Wayland Large, Chairman
Eastern Shoshone Business Council

Attest:


Carolyn Shoyo, WRITC Executive Secretary

The undersigned, as the Chairman of the Northern Arapaho Business Council hereby certifies that the Northern Arapaho Business Council, consists of six (6) members, of whom four (4) members of the Northern Arapaho Business Council, constituting a quorum, were present at a meeting duly called, noticed, convened, and held this seventeenth (17th) day of December, 2025; that the foregoing resolution was adopted by an affirmative vote of four (4) members of the Northern Arapaho Business Councils, and that the said resolution has not been rescinded or amended in any way.

Done at Fort Washakie, Wyoming this 17th day of December, 2025.



Keenan Groesbeck, Chairman
Northern Arapaho Business Council

Attest:


Nora Willow, NABC Executive Assistant