

Strategic Project Implementation Plan

Badlands Bombing Range Project



Acknowledgements

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The development of this document would not have been possible without the great help of the people of the BBRPO, the project managers from USACE, Omaha District, Ellsworth AFB, and the Badlands National Park. Thank you.

The Badlands is a beautiful and sacred place. It is my hope that this document will assist the Lakota Oyate in making it a safer place for them and generations to come. There is much work to be done to meet this goal, but it is a goal that is achievable. I thank you all for the opportunity to assist you in this endeavor.

Thomas Kim
Principle Writer

David Miller
Editor

Jerry Walkingstick
President

Environmental Management, Inc.
301 A Street
Idaho Falls, ID 83402
208-522-1117

Table of Contents

Section	Title	Page
	Table of Contents	2
	References	5
	Acronyms	7
	Definitions	9

Volume I

	Executive Summary	11
1.	Introduction	13
2.	Management Structure, Roles, and Responsibilities	15
3.	Project Objectives	29
4.	The FUDS Process	39
5.	Historical Work (Prior to CA)	41
6.	Current and Future Ordnance and HTRW Work	41
7.	Other Work	48
8.	Health and Safety Plan	49
9.	Quality Management Plan	49
10.	Public Involvement Plan	50
11.	Schedule and Milestones	51

Appendix I

	Treaty of Fort Laramie, September 17, 1851	2
	Fort Laramie Treaty, April 29, 1868	6
	Agreement with the Sioux of Various Tribes, October 17, 1882 to January 3, 1883	23

Appendix II

	Public Law 90-468, 90th Congress, H. R. 9098, August 8, 1968	2
--	--	---

Appendix III

Point of Contact Information	2
------------------------------	---

Appendix IV

Aerial Remote Sensing Technology Report from ORNL	2
---	---

Volume II

Year	Title	Page
	Plan	2
	Key	4
2000		5
2001		7
2002		9
2003		11
2004		13
2005		15
Appendix I	Gantt Chart	

Volume III

1. Cultural Resource Plan
2. Budget Matrix-by FY (00 and Beyond)
3. Funding Type-by FY (00 and Beyond)

References

1. Program Manual, Defense Environmental Restoration Program for Formerly Used Defense Sites (DERP-FUDS)
2. Memorandum of Agreement Between the Oglala Sioux Tribe of South Dakota and the National Park Service of the Department of the Interior to Facilitate Establishment, Development, Administration, and Public Use of the Oglala Sioux Tribal Lands, Badlands National Monument.
3. United States Air Force Environmental Restoration Program, Management Action Plan (MAP) Guidebook.
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6. The Treaty of Fort Laramie with Sioux, Etc., 1851.
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8. The Treaty with the Sioux - Brule', Oglala, Miniconjou, Yanktonai, Hunkpapa, Blackfeet , Cuthead, Two Kettle, Sans Arcs, and Santee - and Arapaho, 1868.
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Acronyms

AR	Administrative Record, as defined by 40 CFR 300.800
ARARS	Applicable or Relevant and Appropriate Requirements
ASR	Archive Search Report
BBR	Badlands Bombing Range
BBRPO	Badlands Bombing Range Project Office
BIA	Bureau of Indian Affairs
CA	Cooperative Agreement
CERCLA	Comprehensive Environmental Restoration and Liabilities Act
CRP	Community Response Plan
DENR	State of South Dakota, Department of Environment and Natural Resources
DERA	Defense Environmental Restoration Account
DERP	Defense Environmental Restoration Program
DoD	Department of Defense
EE/CA	Engineering Evaluation/Cost Analysis
EMI	Environmental Management, Inc.
EO or OE	Explosive Ordnance
EPA	Environmental Protection Agency
FUDS	Formerly Used Defense Sites
FY	Fiscal Year
GIS	Geographical Information System
GPS	Global Positioning System
HIA	High Impact Area
HQ	Headquarters
HTRW	Hazardous, Toxic, Radioactive Waste
INPR	Inventory Project Report
LENR	Land, Environment, and Natural Resources
MAP	Management Action Plan
MTADS	Multiple Towed Array Detector System
NDAI	No DoD Action Indicated
NPL	National Priority List
NPS	National Park Service
NRRA	Natural Resources Regulatory Agency
NTCRA	Non-Time Critical Removal Action
OE	Ordnance and Explosives
OST	Oglala Sioux Tribe
OSTEPP	Oglala Sioux Tribe Environmental Protection Program
OSTC	Oglala Sioux Tribal Council
PAE/SI	Preliminary Assessment of Eligibility/Site Investigation
PIP	Public Involvement Plan
PM	Project Manager
QMP	Quality Management Plan
RA	Removal/Remedial Actions
RAB	Restoration Advisory Board

RAC	Risk Assessment Category
RCRA	Resource Conservation and Recovery Act
ROD/RD	Record of Decision
RI/FS	Remedial Investigation/Feasibility Study
SOP	Standard Operating Procedure
SPIP	Strategic Project Implementation Plan
TBC	To be considered
TCRA	Time Critical Removal Action
TEC	Topographical Engineering Center
USACE	U.S. Army Corps of Engineers
USAF	U.S. Air Force
UXO	Unexploded Ordnance

Definitions

Wasichu	White man
Oyate	Tribe or family

Volume I

Executive Summary

Mission Statement

“We agree and commit to work together in a spirit of mutual trust and respect. We will do so in order to ensure the safe and timely mitigation and restoration of the former bombing range lands for the betterment of this and future generations.”

Preamble

This document outlines the strategic long-term plan for the potential development or use of lands belonging to the Oglala Sioux Tribe (OST) that had previously been used for Department of Defense (DoD) activities. The impacts have been discussed many times in the past, some of which include the Badlands Bombing Range (BBR) Project Task Force report in 1993, the DoD’s 1996 Report to Congress on Environmental Impacts to Native American Lands, and the report from Tecumseh Professional Associates, Inc. in 1997. These reports all identify to varying detail, the impacts of ordnance and ordnance related wastes to the BBR and OST.

Environmental Management, Inc. (EMI) is tasked with assisting the OST in developing the Strategic Project Implementation Plan (SPIP) to prioritize the mitigation and return to Safe Anticipated and Reasonable Use of the land known as the BBR. Parsons Engineering Science, Inc. (Parsons) is performing an Engineering Evaluation/Cost Analysis (EE/CA) to characterize the BBR with a risk based approach. The Baker Team has been involved with Hazardous/Toxic Waste studies as well. This follows requirements set forth in the Program Manual, Defense Environmental Restoration Program for Formerly Used Defense Sites (DERP-FUDS). EMI and the OST will evaluate the utilization of the land and compare to the Parsons EE/CA to determine the level of clearance required. This methodology will allow for the most efficient approach to Safe Anticipated and Reasonable Use.

Direction

The EE/CA will divide the BBR into sections for ordnance investigation and characterization. The sections are selected based on historical use, considering targets, artillery impact areas and landforms and potential development or use. Following sections will be chosen in much the same manner. The OST through the BBRPO, using the SPIP and the EE/CA, will be able to methodically attack the clearance of the BBR to a status of safe use for the anticipated utilization of the land.

Approximately one third of the BBR is allocated as the South Unit of the Badlands National Park. This land will not be subject to residential use or further development, but the mitigation will be such to allow for passive recreational activities and livestock uses, including bison management.

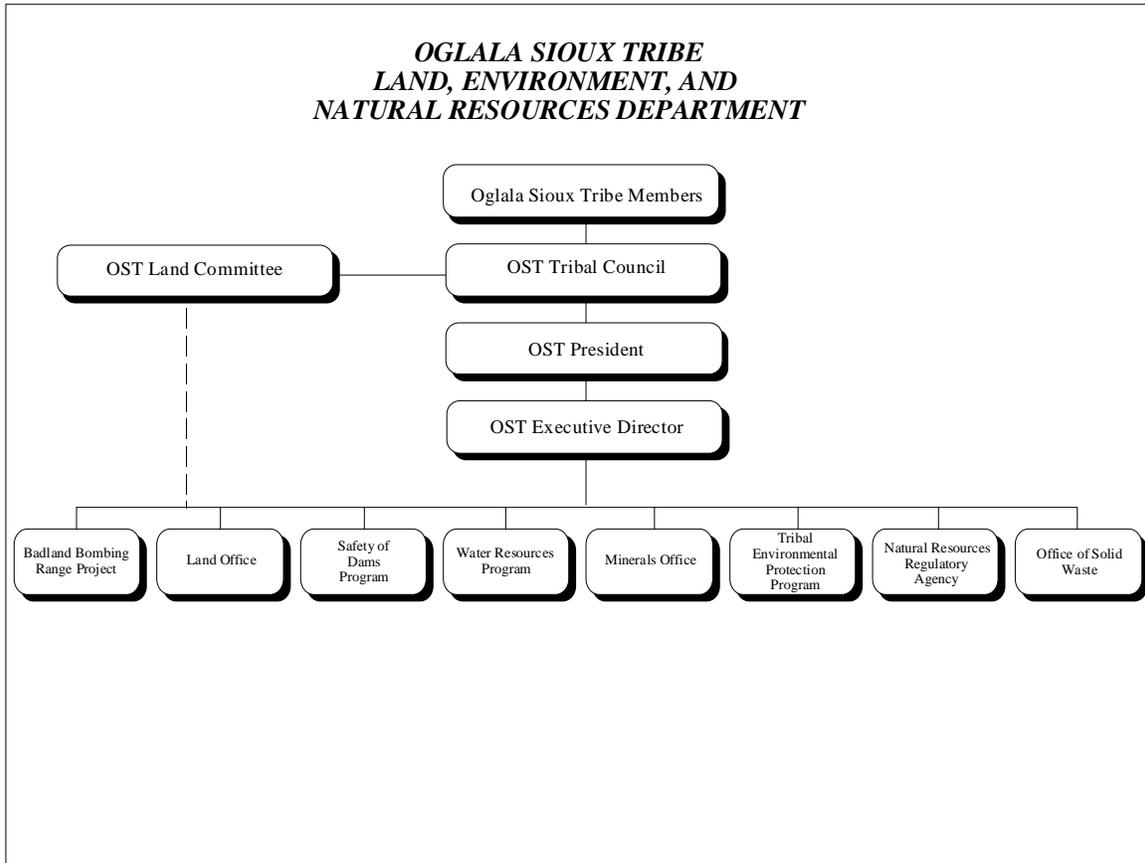
The funding of this project should not be dedicated to one program of one department only. It is the intention of this project to utilize an integrated or cooperative funding approach with clearance of the former BBR into all projects and future development that are to take place on these lands. In addition to integrated funding, the FUDS program will also be utilized as that funding becomes available to this project. With planning for clearance activities in all work and pursuing Congressional assistance in the form of either line item funding or Congressional set-aside will lead to the timely completion of the clearance of all BBR land to Safe Anticipated and Reasonable Use.

1. Introduction

1.1. The Great Sioux Nation has been in a state of flux for a major portion of the last two centuries. Changes began with Wasichu infiltrating the land occupied by the Great Sioux Nation. The conflict that arose from Wasichu exploring and settling these lands led to the Treaty of Fort Laramie with Sioux, Etc., 1851. This set the footwork for the government of the United States to establish itself in relation to the Indian Nations the initial policies and practices allowing the U.S. to develop what is now the western U.S. The Treaty with the Sioux - Sisseton and Wahpeton Bands, 1867 followed, identifying that these bands had been “suffered to remain hopeless wanderers.” This treaty was designed to allow these bands to return to an agrarian way of life. The Treaty with the Sioux - Brule’, Oglala, Miniconjou, Yanktonai, Hunkpapa, Blackfeet , Cuthead, Two Kettle, Sans Arcs, and Santee - and Arapaho, 1868, begins with “From this day forward all war between the parties to this agreement shall forever cease.” It continues with the assignment of the lands for the Great Sioux Nation. The Agreement With The Sioux of Various Tribes, 1882-83 followed which in effect forced the Sioux Nation onto smaller reservations with the Sioux ceding title to all of the Great Sioux Reservation to the U.S. government. The U.S. government did offer allotments in consideration of this cession of their territory and rights (Article III). On March 2, 1889, the Act to Divide the Great Sioux Reservation was approved. This is the act that sub-divided the lands previously allotted into the reservations as they are known today. The Oglala Lakota people were allotted what is known as the **Pine Ridge Reservation** in what is now the State of South Dakota. In addition to what is shown as the Pine Ridge Reservation on current documentation, the area to the east of Pine Ridge in what is now Bennett county South Dakota and an area south of Pine Ridge in Nebraska in what is White Clay are included as the Pine Ridge Reservation in accordance with the Treaty of 1868 and the Act to Divide of 1889. The treaty of 1868 is what the Lakota Oyate generally accepts.

- 1.2. With the onset of World War II, the U.S. government envisioned a need for training of its military in anticipation of campaigns in foreign lands. To this effect, the Army Air Corps acquired lands on the northwestern portion of the Pine Ridge Reservation on July 7, 1942. There were four methods of land acquisition. The purchase or condemnation of privately owned land, condemnation lease of land owned by the OST, a revocable permit obtained from the Bureau of Indian Affairs, and special use permit obtained from the National Park Service. The area that was acquired is 341,725.61 acres (approximately 43 miles by 12.5 miles). The land was used as a bombing range for the Rapid City and Ainsworth Army Air Fields, which is now known as Ellsworth Air Force Base. The initial training was for crews of B-17 aircraft in the techniques of aerial gunnery. Subsequent use of the BBR included fighter aircraft training such as air to air, air to ground and dive bombing. Following use by the Air Force, the Army and South Dakota Army Reserve National Guard used the area as an impact area and for maneuvers. In 1963, the Air Force declared most of the site as excess. There are numerous targets, burial pits, and disposal areas within these boundaries. In addition, there is evidence that ordnance has been located physically beyond the boundaries of the BBR. The military use also included support efforts such as equipment and storage, and bivouac, which is not well documented. These are areas of concern since support could have included many items that are now regulated under the Resource Conservation and Recovery Act (RCRA)
- 1.3. There is a need for the Oglala Lakota Oyate to adopt the ways of Wasichu. This is to mean that the Lakota must be able to be effective at negotiating what is their right through the ways of Wasichu. There must be an even playing field for this program to effectively execute the long term goals of all parties involved.
- 1.4. The full text of these treaties is provided in Appendix I of this document.

2. Management Structure, Roles, and Responsibilities



2.1. Oglala Sioux Tribe (OST)

The OST is the end user of the BBR. The BBR is land that was left to the OST by the U.S. Government as stated in the treaties previously discussed. The OST shall be able to voice the needs of the people to the BBRPO to assist in the assurance that the BBR or portions of the BBR are safe for OST members. The needs of the Oglala Sioux Tribal members is the primary concerns and driving force for the safe and timely clean up of the BBR.

2.1.1. Oglala Sioux Tribal Council (OSTC)

The OSTC is the governing body of the OST which was originally created in 1934 by U.S. law for the establishment of Tribal Governments. The OSTC operates on a two year term cycle with a new administration in place every two years. The OSTC is the legislative body that approves or disapproves the activities of all OST activities. The OSTC meets regularly to communicate with the OST current topics and allows a means for the OST to communicate their needs back to the OSTC.

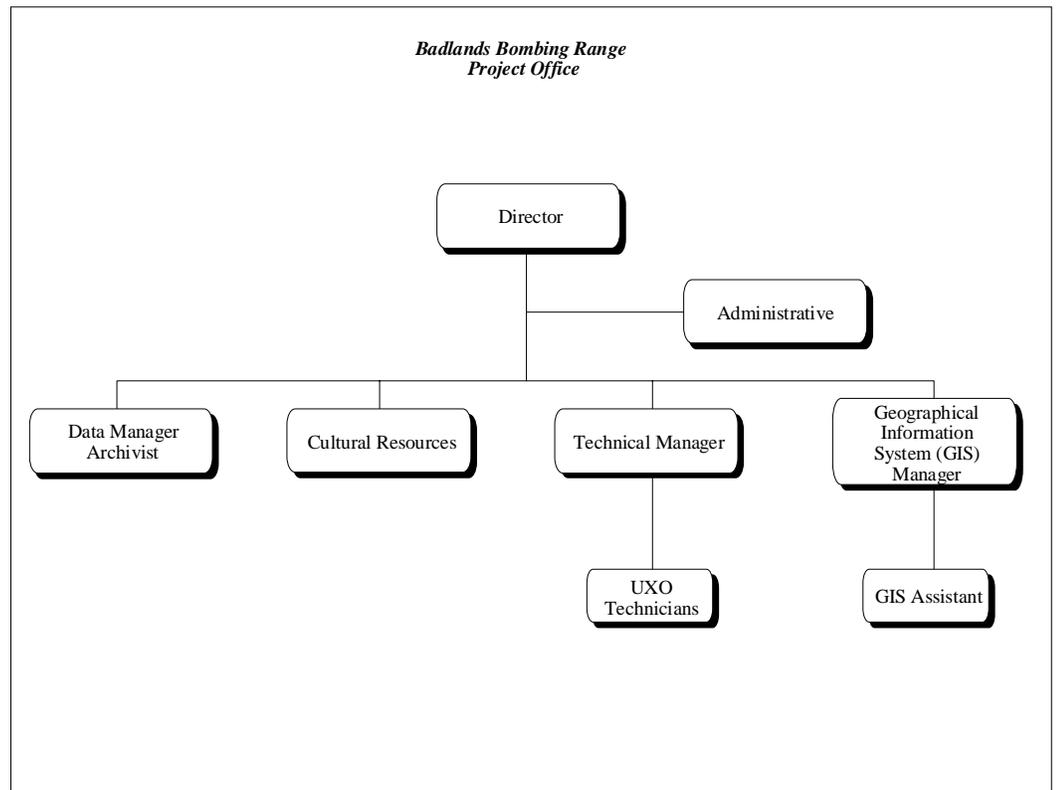
2.1.1.1. Land Committee

The Land Committee is responsible for making decisions and reporting to the OSTC information concerning the utilization of land in the control of the OST. It is the responsibility of OST organizations and Tribal members to communicate their needs and concerns to the Land Committee to ensure that where BBR land is concerned that all safety issues are addressed and that the BBRPO is involved from that point on until clearance is completed and land use is then authorized.

2.1.1.1.1. Land, Environment, and Natural Resources Department (LENR)

The LENR is a collective grouping of the OST programs involved with land, environmental, and compliance.

2.1.1.1.1.1. Badlands Bombing Range Project Office (BBRPO)



2.1.1.1.1.1.1. The Director manages the BBRPO. This position is appointed by the OSTC. The director is responsible for the overall operation of the BBRPO. The director is responsible for interfacing with other government agencies and contractors. The director reports to the OST.

- 2.1.1.1.1.1.2. The daily operations of the BBRPO are the responsibility of the Technical Manager. The Technical Manager is responsible for scheduling work, coordinating employee activities, and acting as Director in the absence of the Director.
- 2.1.1.1.1.1.3. The role of the BBRPO is to ensure the timely and proper mitigation of the BBR to a condition that is safe for the anticipated reasonable use. The BBRPO ensures that land usage issues are evaluated for the proper UXO clearance.
- 2.1.1.1.1.1.4. The BBRPO is responsible for coordinating the necessary parties required for any and all cultural issues and concerns on the BBR.
- 2.1.1.1.1.2. Oglala Sioux Tribal Office of Environmental Protection Program (OSTEPP)
 - 2.1.1.1.1.2.1. The OSTEPP is responsible for ensuring implementation of all environmental regulations for all activities that involve the BBR. This shall include, but is not limited to the US EPA Munitions and Range Rules.
 - 2.1.1.1.1.2.2. The OSTEPP will assist the BBRPO in obtaining permits as they become necessary.

2.1.1.1.1.2.3. The OSTEPP will be responsible for the issuance of a Tribal Environmental Review Permit for any and all intrusive activities on the BBR.

2.1.1.1.1.2.4. The OSTEPP shall review all documentation and correspondence concerning levels of cleanup on the BBR. In addition to review, the OSTEPP shall be on distribution to provide comment on all documentation relating to cleanup activities on the BBR.

2.1.1.1.1.3. Natural Resources Regulatory Agency (NRRA)

2.1.1.1.1.3.1. The NRRA is responsible for enforcement of tribal regulations concerning environmental issues for the OST. The NRRA is empowered with the ability to issue cease and desist orders.

2.1.1.1.1.3.2. The NRRA shall perform field verification of activities to ensure that permits are being followed. The NRRA is empowered with the ability to stop all work if a violation is known.

2.1.2. Oglala Sioux Rural Water Supply System (OSRWSS)

2.1.2.1. The OSRWSS is responsible for notifying the BBRPO of any activities that are scheduled on any land on or adjacent to the former BBR. This includes, but is not limited to: digging, trenching, excavation, drilling, or surveying. Prior to any work commencing, the OSRWSS shall have a clearance permit issued by the BBRP and the OST Land Committee.

2.2. Department of Defense

2.2.1. Deputy Under Secretary of Defense, Environmental Security (DUSD(ES))

2.2.1.1. The DUSD (ES) is responsible for providing the primary funding to the project via the DERP-FUDS process/program. DUSD (ES) shall review information on the project developed and issued by the BBRPO to determine funding for future years. DUSD (ES) is ultimately responsible for overall administration until such time that the BBR is no longer on the FUDS listing and that all clearance has been completed to a level acceptable by the landowners.

2.2.1.2. The DUSD (ES) is responsible for the policy administration of the DoD Indian policy and administers the cooperative Agreement (CA) under DERP.

2.2.2. Omaha District, U.S. Army Corps of Engineers

2.2.2.1. The Omaha District, USACE, is the agent responsible for executing the DoD Indian program.. This shall include, but is not limited to: administration of the FUDS program, allocation of funding, oversight of the BBRPO and contractors, and as a technical point of contact for the BBR project. The Omaha District, USACE reports to HQ and is in the DERP-FUDS chain of command between DUSD (ES) and the OST with the BBRPO as the Point of Contact for the OST.

2.2.3. Huntsville District, U.S. Army Corps of Engineers

2.2.3.1. The Huntsville District, USACE, is responsible for the technical expertise concerning OE/UXO and OE/UXO clearance activities. This includes oversight of UXO contractors on the BBR.

2.2.3.2. The Huntsville District, USACE, is the Project Manager for OE/UXO activities. If a project also involves HTRW, the USACE Huntsville will coordinate with USACE Omaha and develop a plan to ensure that all OE/UXO and HTRW issues are addressed and responsibilities outlined at that time.

2.2.3.3. It is anticipated that HTRW work will become more prevalent concerning the BBR beginning in fiscal year 2000.

2.2.4. U.S. Air Force, Ellsworth

- 2.2.4.1. The USAF, Ellsworth, is responsible to provide information concerning the BBR activities from previous years. As information is discovered, it is to be provided to the BBRPO for inclusion in the AR and/or ASR.
- 2.2.4.2. The USAF, Ellsworth shall keep the BBRPO and the USACE informed of all activities involving the High Impact Area (HIA) (or Retained Area). All surveillance, characterization, and clearance shall be reported to the BBRPO and the USACE in a timely manner.

2.3. Department of Interior

2.3.1. National Park Service

- 2.3.1.1. The National Park Service (NPS) is responsible for following the “Memorandum of Agreement between the Oglala Sioux Tribe of South Dakota and the National Park Service of the Department of the Interior to Facilitate Establishment, Development, Administration, and Public Use of the Oglala Sioux Tribal Lands, Badlands National Monument.” This follows the guidance written in public law 90-468 which established the Badlands National Monument, South Unit.
- 2.3.1.2. Public Law 90-468 is provided in Appendix II of this document.

2.3.1.3. The NPS shall act as a manager and steward of the land, keeping abreast of issues and concerns of the OST. In addition, the NPS shall administer the tract as a unit of the National Park System which includes providing opportunities for recreation and education of diverse populations of visitors. All issues concerning lands within the BBR will be coordinated between the NPS and the BBRPO and be mutually agreeable between the NPS and the OST.

2.3.1.4. The NPS shall assist the BBRPO in regard to paleontological issues and concerns on lands within the BBR belonging to the OST.

2.3.2. Bureau of Indian Affairs

2.3.2.1. The Bureau of Indian Affairs (BIA) is responsible to provide oversight for issues that arise between the US federal government and the OST government. If mediation is required between these parties, then the BIA shall be the responsible party.

2.4. Environmental Protection Agency (EPA)

2.4.1. The United States Environmental Protection Agency (EPA) has primarily three roles on the Badlands Bombing Range (BBR). All federal agencies are compelled through Presidential Orders to institute a government to government relationship with Native American tribes. The EPA has a national “Indian Policy” that is being complied with and EPA Region 8 has a more specific policy that says EPA Region 8 will come to agreement with tribes on all decisions being made regarding environmental issues.

2.4.2. Oglala Sioux Tribe Capacity Development

2.4.2.1. One of the EPA's roles on the BBR is to work in consultation with the Oglala Sioux Tribe (OST) towards increasing their capacity in addressing environmental issues. This includes learning about the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA). Any other environmental programs that the EPA has expertise in and the OST has a desire to learn about can be offered to the OST through formal classroom training or in some cases through customized training.

2.4.2.2. CERCLA Process

2.4.2.2.1. The EPA is the authority on the CERCLA process. EPA reviews documents produced for clean-up activities to be conducted on the BBR as they relate to the CERCLA process. Following a review of a document, EPA will provide comments that assess the document's consistency with CERCLA and any other comments that could impact technical adequacy, expediency, efficiencies, or other environmental issues. These comments will be distributed to the BBRPO for further evaluation. This process will also contribute to building capacity with the OST.

2.4.2.2.2. The DERP-FUDS process produces documents equivalent to those required by CERCLA. Unless otherwise stated, DERP-FUDS takes precedence.

2.4.2.3. RCRA Authority

2.4.2.3.1. The Badlands Bombing Range lies within the boundaries of the Pine Ridge Indian Reservation. Since the OST has not been delegated Resource Conservation and Recovery Act (RCRA) authority, that authority still lies with the EPA. Any clean-up activities that involve RCRA statutes within reservation boundaries will be assessed by EPA and in agreement with the OST

2.4.2.4. Other Federal Environmental Regulations

2.4.2.4.1. The Badlands Bombing Range lies within the boundaries of the Pine Ridge Indian Reservation. Since the OST has not been delegated authority for other federal environmental regulations not previously mentioned, that authority still lies with the EPA. Any clean-up activities that involve other federal environmental regulations within reservation boundaries will be assessed by EPA and in agreement with the OST.

2.5. State of South Dakota

2.5.1. Department of Environmental and Natural Resources

2.5.1.1. The State of South Dakota, Department of Environmental and Natural Resources (DENR) shall be kept apprised of the status of the BBR. Since the BBR is physically located in South Dakota, DENR will be kept aware of the project. If former DoD activities have impacted or if range clearance activities will impact, State of South Dakota lands, then DENR will assume the primary oversight role on those portions of the BBR project.

2.5.2. South Dakota Army Reserve National Guard

2.5.2.1. The South Dakota Army Reserve National Guard is responsible to provide all historical data concerning their activities on and adjacent to the BBR to the BBRPO.

2.5.2.2. The South Dakota Army Reserve National Guard is responsible to identify additional resources to support the characterization and funding of the BBR cleanup.

2.6. Other Organizations, RAB Members, and Stakeholders

2.6.1. Other Organizations

2.6.2. Other RAB Members

2.6.3. Responsibilities to Badlands Bombing Range Land Owners concerning Rights of Entry

2.6.3.1. Allotted Trust Owners

2.6.3.1.1. Allotted Trust Owners shall be contacted by the BIA with a request for right of entry prior to any activities taking place on that parcel of land. A minimum of 51% permission by the owners will be required for any and all activities by the U.S. Government and its contractors.

2.6.3.2. Fee Patent Owners

2.6.3.2.1. Fee Patent Owners shall be contacted by either the BBRPO or the USACE with a request for right of entry prior to any activities taking place on that parcel of land. Permission will be required for any and all activities by the U.S. Government, the BBRPO, and its contractors.

2.6.3.3. Tribal Trust Owners

2.6.3.3.1. Tribal Trust Land is land belonging to the OST. Rights of entry shall be initiated by the BBRPO to the OST Land Committee with concurrence from the BIA. The OST Land Committee shall authorize the U.S. Government, the BBRPO and its contractor's access prior to any and all activities taking place.

2.6.3.3.2. National Park Managed Land is Tribal Trust Land. Rights of entry shall be initiated by the BBRPO to the OST Land Committee with concurrence from the BIA and the National Park Service. The OST Land Committee shall authorize the U.S. Government, the BBRPO and its contractor's access prior to any and all activities taking place.

2.7. Point of Contact information is provided in Appendix III of this document.

3. Project Objectives

The primary objective of the Strategic Project Implementation Plan (SPIP) is to define the steps necessary to be performed in an effort to reach the goal of “the Safe Anticipated and Reasonable Use” of the former Badlands Bombing Range. To define the “Safe Anticipated and Reasonable Use,” we must define the “Planned End Use” of the land in conjunction with the EE/CA priority list. The goal of Safe Anticipated and Reasonable Use is reasonable to achieve, however, this effort may take many years to fully execute. Any parcel of land may be re-evaluated based on the proposed utilization of that land at the discretion of the OST.

Planned End Use	Remediation Depth
Unrestricted: Commercial, residential, utility, subsurface recreational, and construction.	10 feet*
Public Access: Farming, agriculture, surface recreational, vehicle parking, and surface supply storage.	4 feet
Limited Public Access: Livestock grazing and wildlife preserve.	1 foot
Not Yet Determined	Surface

* If construction will occur, the presence of UXO must be determined to a depth of 4 feet below the planned excavation depths. Any UXO should be remediated to those depths.

3.1. ARARS

3.1.1. The requirements of CERCLA Section 121 concerning remedy selection generally apply only to remedial actions. However, the BBRPO will meet the criteria to the greatest extent practicable considering the exigencies of the situation at the site when carrying out removal actions. CERCLA Section 121 requires that if hazardous substances will remain on-site at the completion of a remedy then the degree of cleanup established for remedial actions must attain federal environmental standards and promulgated Tribal ARARs that are more stringent than federal ARARs. CERCLA also defines situations in which the use of ARARs may be waived in particular circumstances.

3.1.2. A requirement under other environmental laws may be either "applicable" or "relevant and appropriate," but not both. Identification of ARARs must be done on a site-specific basis and involves a two-part analysis: first, a determination whether a given requirement is legally applicable; then, if it is not applicable, a determination whether it is nevertheless both relevant and appropriate.

3.1.2.1. Applicable requirements are those cleanup levels or standards of control promulgated under federal or Tribal law that specifically addresses a hazardous substance, pollutant, or contaminant.

- 3.1.2.2. Relevant and appropriate requirements are those cleanup levels, standards of control, or other substantive environmental protection requirements, criteria, or limitations promulgated under federal or Tribal law which are relevant and appropriate under circumstances of the release or threat of release.
- 3.1.2.3. The determination that a requirement is relevant and appropriate is a two-step process: (1) determination if a requirement is relevant and (2) determination if a requirement is appropriate. In general, this involves a comparison of a number of site-specific factors, including the hazardous substances present at the project location, or the physical circumstances of the project location, with those addressed in the statutory or regulatory requirement. In some cases, a requirement may be relevant, but not appropriate, given site-specific circumstances; such a requirement would not be an ARAR for the project. In addition, there is more discretion in the determination of relevant and appropriate; it is possible for only part of a requirement to be considered relevant and appropriate in a given case. When the analysis results in a determination that a requirement is both relevant and appropriate, the requirement must be complied with to the same degree as if it were applicable.

- 3.1.2.4. To-be-Considered (TBC) Materials are non-promulgated advisories or guidance issued by federal or Tribal government that are not legally binding and do not have the status of potential ARARs. However, in many circumstances TBCs may be considered along with ARARs as part of the site risk assessment and may be used in determining the necessary level of cleanup for protection of human safety, human health, or the environment.
- 3.1.2.5. There are several different types of requirements that CERCLA actions may have to comply with. The classifications of ARARs below provide guidance on how to identify and comply with ARARs; however, some requirements may not fall neatly into this classification system:
- 3.1.2.5.1. Ambient or chemical-specific requirements are usually health- or risk-based numerical values or methodologies which, when applied to site-specific conditions, result in the establishment of numerical values. These values establish the acceptable amount of concentration of a chemical that may be found in, or discharged to, the ambient environment.
- 3.1.2.5.2. Performance, design, or other action-specific requirements are usually technology- or activity-based requirements or limitations on actions taken with respect to hazardous substances.

3.1.2.5.3. Location-specific requirements are restrictions placed on the concentration of hazardous substances or the conduct of activities solely because they occur in special locations.

3.1.3. The following are considered to be U.S. Government ARARs for this project:

Regulation/Authority	Summary
American Indian Religious Freedom Act, 42 U.S.C. 1996	Protects and preserves religious freedoms of Native Americans, including access to religious sites and consultation with tribal leadership concerning human burial sites that federal projects might disturb
Antiquities Act of 1906, 16 U.S.C. 431-433	Protects historic and prehistoric ruins and objects of antiquity on federal lands. Authorizes scientific investigation of antiquities on federal lands, subject to permits and other regulatory requirements, including paleontological resources
Archeological and Historic Preservation Act, 16 U.S.C. 469-469c	Directs federal agencies to notify the Secretary of the Interior when they find that any Federal construction project or federally licensed activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical, or archeological data. Also funds historical and archeological protection in such projects
Archeological Resources Protection Act, 16 U.S.C. 470aa-470ll	Prohibits the removal, sale, receipt, and interstate transportation of archeological resources obtained illegally (without permits) from public or Indian lands. Sets substantial criminal and civil penalties and authorizes federal agency permit procedures for investigations of archeological resources on public lands under the agency's control

<p>Federal Land Policy and Management Act, 43 U.S.C. 1701 <i>et seq.</i></p>	<p>Governs retention, management, land-use planning, disposal, and acquisition of public lands; requires regulation of use and occupancy of public lands</p>
<p>Historic Sites Act, 16 U.S.C. 461-467</p>	<p>Authorizes designation of national historic sites and landmarks and interagency efforts to preserve historic resources</p>
<p>National Historic Preservation Act, 16 U.S.C. 470-470w-6; 36 CFR 60, 63, 68, 800; Executive Order 11593</p>	<p>Establishes historic preservation as a national priority; protects, rehabilitates, restores, and reconstructs districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, or engineering. Section 106 of the NHPA establishes a process to identify conflicts between historic preservation concerns (e.g. properties included on or eligible for the National Register of Historic Places) and federal undertakings</p>
<p>Native American Graves Protection and Repatriation Act, 25 U.S.C. 3001-3013</p>	<p>Prohibits the intentional removal of Native American cultural items from federal or tribal lands except under an Archeological Resource Protection Act permit and in consultation with the appropriate Native American groups. Requires returning burial remains, associated funerary objects, and objects of cultural patrimony to the appropriate Indian or Native Hawaiian organizations and tribes. Establishes Native American ownership of human remains and associated funerary objects discovered on federal lands.</p>

RCRA Section 3004, Military Munitions Rule	Directs EPA, in consultation with DoD and the states, to propose regulations identifying when military munitions become a hazardous waste and providing for the safe transportation and storage of such waste. This includes chemical and conventional munitions. Such regulations must assure the protection of human health and the environment. EPA and DoD are currently drafting those regulations. Further guidance will be issued as the regulations become final.
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3.1.4. Range Rule

3.1.4.1. The Range rule is the regulation that will, upon issuance, provide the methodology for military ranges to classify, characterize, and cleanup following military actions on a tract of land.

3.1.5. The following are considered to be Oglala Sioux Tribal ARARs for this project:

Regulation/Authority	Summary
Ordinance of the Oglala Sioux Tribal Council of the Oglala Sioux Tribe (An Unincorporated Tribe). Ordinance No. 96-19	Ordinance of the Oglala Sioux Tribal Council requiring all Tribal programs and any and all other entities planning activity on the former Badlands Bombing Range to request and receive a clearance from the Badlands Bombing Range Project and OST Land Committee before beginning such activity.

<p>Ordinance of the Oglala Sioux Tribal Council of the Oglala Sioux Tribe (An Unincorporated Tribe). Ordinance No. 80-07</p>	<p>Ordinance creating an Oglala Sioux Tribal Environmental Code</p>
<p>Ordinance of the Oglala Sioux Tribal Council of the Oglala Sioux Tribe (An Unincorporated Tribe). Ordinance No. 85-25</p>	<p>Ordinance creating the Oglala Sioux Tribal Water Code</p>
<p>Ordinance of the Oglala Sioux Tribal Council of the Oglala Sioux Tribe (An Unincorporated Tribe). Ordinance No. 91-01XB</p>	<p>Ordinance of the Executive Committee of the Oglala Sioux Tribe adopting a Waste Management Code for the Oglala Sioux Tribe</p>
<p>Ordinance of the Oglala Sioux Tribal Council of the Oglala Sioux Tribe (An Unincorporated Tribe). Ordinance No. 98-08</p>	<p>Ordinance of the Oglala Sioux Tribe establishing a policy for the protection and preservation of the environment and the health and safety of the Oglala Sioux People of the Pine Ridge Indian Reservation by the adoption of the “Oglala Sioux Tribal Environmental Review Code.”</p>

3.2. Identification of Land Use Maps

- 3.2.1. The BBRPO GIS department has the capability to generate maps as required of this project.
- 3.2.2. To request a map, submit a formal request to the BBRPO GIS Department. Include a description of the requested data and the type of map required.
- 3.2.3. Land use is an ever changing issue. Any issue concerning the use of land on the former BBR shall be brought to the attention of the BBRPO via the OST Land Committee. The BBRPO shall maintain a current map and database for land use on the BBR. In the event that a change to the designated use of land occurs, the BBRPO shall evaluate the feasibility of such a change. The BBRPO shall notify the OST Land Committee of these decisions. This notification shall include a detailed description of the necessary clearance for the requested land use and an estimate for the cost of clearance and updating the BBR database and maps.

3.3. Range Clearance (OE)

- 3.3.1. Range clearance activities will be completed based on priorities set by the needs of the OST. These needs shall include, but are not limited to the type of land use, feasibility of land use requests, and resources available for clearance activities.
- 3.3.2. Land use shall be evaluated against results of the EE/CA by the BBRPO to determine the level of clearance required with the application of the risk based data determined by the EE/CA.

3.3.3. Immediate needs for clearance include the rural water system and clearance for anticipated housing development and other development on the BBR.

3.4. Environmental Investigation (HTRW)

3.4.1. Future HTRW investigations will take place and be directed by the OSTEPP. These investigations shall include as necessary, groundwater, soil, and post detonation sampling.

3.4.2. The Omaha District, USACE, will contractually lead a site wide PAE/SI beginning in the year 2000. The purpose of this initial study is to develop “Process Knowledge” for long term HTRW planning.

4. The DERP-FUDS Process

4.1. Defense Environmental Restoration Program. Under Section 211 of SARA, Congress authorized the establishment of DERP under its own statute which creates DERA in order to fund a program of environmental restoration to be known as DERP. This program is carried out under the DERP statute and includes projects dealing with both CERCLA liability and other non-CERCLA hazards. CERCLA is only applicable to the projects dealing with hazardous substances, pollutants and contaminants. The DERP includes three goals:

- 4.1.1. The identification, investigation, research and development, and cleanup of contamination from hazardous substances, pollutants, and contaminants.
- 4.1.2. Correction of other environmental damage (such as detection and disposal of unexploded ordnance) which creates an imminent and substantial endangerment to the public health or welfare or to the environment.
- 4.1.3. Demolition and removal of unsafe buildings and structures, including buildings and structures of the DoD at sites formerly used by or under the jurisdiction of the Secretary.
- 4.1.4. The USACE must comply with the DERP statute in managing and executing the FUDS program.

- 4.2. DERP-FUDS addresses all three objectives cited above. DERP requires the DoD Component to proceed expeditiously to remediate environmental contamination from hazardous substances, pollutants, and contaminants due to past practices. This includes accommodating environmental response processes under other federal and Tribal statutes, as appropriate. DERA funding can be used for restoration activities involving the cleanup of petroleum, even though it may not be subject to regulation under CERCLA, where the Secretary of Defense determines that such activities will result in correction of environmental damage posing imminent and substantial endangerment to the public health or welfare or to the environment.
- 4.3. Ordnance and Explosives (OE) are authorized for removal under the second goal of DERP. The code states, "Correction of other environmental damage (such as detection and disposal of unexploded ordnance)..." DERP provides an independent authorization for such cleanup activities. Regulations addressing the handling and cleanup of all military munitions are currently being drafted by EPA and DoD and will provide further guidance on OEW activities.
- 4.4. The FUDS process closely follows the outline of CERCLA programs. The BBR Project is classified as a non-NPL CERCLA cleanup, therefore, the requirements of CERCLA are strictly voluntary. For the purposes of this project, the elements of the CERCLA process shall be that demonstrated by the DERP-FUDS manual.

5. Historical Work (Prior to CA)

5.1. Background

5.1.1. Prior to the development of the Cooperative Agreement (CA), the BBRPO had operated with a small staff performing a limited investigation of the level of damage done to the BBR. With cooperation from the DoD and the USACE, the BBRPO expanded to include a staff of UXO technicians. These technicians are Tribal members. Training was provided for a majority of these personnel at Texas A&M University in the area of UXO work.

5.2. Previous Actions

5.2.1. The ASR provides detailed information concerning previous clearance activities performed primarily by the US Air Force. Prior clearance activities were mostly limited to surface clearance. Refer to the ASR for more information.

6. Current and Future Ordnance and HTRW Work

6.1. Inventory Project Report (INPR)

6.1.1. An initial INPR and addenda, if necessary, are prepared for each PAE. FUDS PAEs, which are different from the EPA PAEs, include a property visit to gather information to help determine both property and project eligibilities. The information gathered during the PAE is reported in the INPR. DoD uses that information to make eligibility determinations and authorize additional OE/HTRW funding.

- 6.1.2. A potentially eligible property is one that was formerly owned or used by a defense component.
- 6.1.3. A project is defined as activity undertaken to cleanup a hazardous condition on a property. A potentially eligible project is one where a DoD component has or shares potential responsibility for the hazardous condition, after applying applicable policy considerations.
- 6.1.4. Use of EPA Terms. EPA terms for project phases [PAE, SI, EE/CA, RI/FS, Remedial Design (RD), Interim Removal Action (IRA), RA-C, RA-O, and LTM] are used in DERP for convenience and consistency. These terms often create expectations that the level of effort for a DERP project phase will be similar to that found at an NPL property. However, few DERP-FUDS qualify for the NPL, and the level of effort for most DERP-FUDS projects will normally be lesser in scope. Thus, it is recommended on these properties that either Tribal RA processes be followed voluntarily where appropriate after consulting with the Office of Counsel or that an EE/CA be executed consistent with the NCP. In the case of the BBR, an EE/CA is being executed.
- 6.1.5. The INPR is a review of existing conditions of a project to determine eligibility for further study and funding. An INPR can have a result of negative or positive. Negative is ineligible and positive is eligible. Additionally, the INPR will have Risk Assessment Category (RAC) assigned with 1 being the highest risk and 5 being the lowest risk. A level of High, Medium, or Low will be assigned for HTRW.

6.1.6. The INPR for the BBR is positive with a RAC of 1 and an HTRW rating of Medium.

6.2. Archives Search Report (ASR)

6.2.1. The ASR was developed by the BBRPO and the Rock Island District, USACE. The ASR is a study of records to identify existing or potential hazards associated with DoD activities on the BBR. The ASR documents findings based on records review, interviews, and physical evidence. The findings of the ASR are used to help assign the RAC score for the INPR.

6.3. Engineering Evaluation/Cost Analysis (EE/CA)

6.3.1. The EE/CA is a process driven by the DERP-FUDS process in the case of the BBR although it is also a tool under the US EPA CERCLA program. The EE/CA is a study used to determine if a further action is necessary and what the further action may entail. The EE/CA has divided the BBR into sectors for individual evaluation. The contractor for the EE/CA is applying statistical methods to the sampling methodology used in characterizing the BBR for the presence of ordnance.

6.3.2. The EE/CA will demonstrate the levels of hazards associated with OE for the BBR and prioritize the clean-up efforts based on hazards.

6.3.3. The EE/CA is divided into separate projects consisting of 2 or 3 sectors for evaluation per work year. The prioritization was developed jointly by Parsons E. S., the USACE Huntsville, and the BBRPO.

6.3.4. The EE/CA information will be compared to desired or proposed land use by the OST to determine true prioritization.

6.3.5. As the EE/CA report is issued, it will become a part of the Administrative record for the BBR which is maintained by the Omaha District, USACE, with repositories at the Oglala Lakota College in Kyle, South Dakota, the BBRPO in Pine Ridge, South Dakota, and the Rapid City Public Library in Rapid City, South Dakota.

6.4. Disposal Pits

6.4.1. Sites 1, 2, 3, and 4.

6.4.1.1. Sites 1, 2, 3, and 4 are also known as the Temple Pit, the Scenic Pit, the Cuny 15 Pit, and the Cuny 17 Pit.

6.4.1.2. A Preliminary Assessment/Site Investigation (PA/SI) was conducted by the Baker Team. The PA/SI for these pits identified the physical location and then directed the boring of soil to groundwater or 50 feet, whichever was encountered first. Boring data was obtained to identify soil types and to determine levels of metals and explosives that could be attributed to DoD activities. Water was encountered only at the Cuny 15 pit, all others exhibited no water.

6.4.1.3. Sampling and analysis of the soil and groundwater exhibited no explosives, however, levels of metals were identified in soil samples, specifically, beryllium.

6.4.1.4. Follow-on HTW investigations will be conducted pending funding in the future. A timeline will be published at that time.

6.5. Demolition Area Site 5

6.5.1. The PA/SI conducted for site 5 is part of the same PA/SI conducted for Sites 1 through 4. Site 5 was considered to be an area that was utilized for the demolition of unexploded ordnance.

6.5.1.1. As in the efforts for sites 1 through 4, the same methods for identifying the physical location of site 5 were employed including the use of geophysics to confirm the location.

6.5.1.2. 21 soil borings were conducted to a depth of 5 feet to determine the types of soils and to determine the levels of explosives and metals present and attributed to DoD activities.

6.5.1.3. No explosives were identified in soil, sediment, or surface water analysis. Risk-Based Concentration values were used to evaluate the data obtained. The levels of metals and other organic constituents fell below these values.

6.5.1.4. Follow-on HTW investigations will be conducted pending funding in the future. A timeline will be published at that time.

6.6. Water Line

6.6.1. The water line project will be evaluated under a separate project by the Huntsville District of the USACE for the portion of the water line on the BBR.

6.6.2. All clearance activities, if necessary, for the water line shall be coordinated by the BBRPO.

6.6.3. Contractors to the USACE for these activities shall mentor BBRPO staff in OE operations.

6.7. Landfills

6.7.1. Old Landfill Site

6.7.1.1. The Old Landfill Site was evaluated for the presence of OE, however, the location was changed due to access constraints on the location.

6.7.2. Proposed Landfill Site

6.7.2.1. The proposed landfill site is located on a parcel of land southwest of and adjacent to the BBR. History has demonstrated that ordnance does exist outside of the BBR.

6.7.2.2. The Huntsville District, USACE, will conduct a separate investigation of the new landfill site to determine the presence of ordnance contamination.

6.7.2.3. All clearance activities, if necessary, for the proposed landfill shall be coordinated by the BBRPO.

6.7.2.4. Contractors to the USACE for these activities shall mentor BBRPO staff in OE operations.

6.8. Target Areas

6.8.1. Known target areas that have been identified by various organizations including the recent discovery by the USACE Topographical Engineering Center (TEC) of target areas have been incorporated into the EE/CA prioritization plan.

6.8.2. As new targets are identified, they will then be added to the plan.

6.9. Construction Sites

6.9.1. The envisioned construction for the BBR includes but is not limited to new housing, utilities, stock dams, and construction of roads.

6.9.2. The BBRPO shall investigate potential sites for development.

6.10. Innovative Technologies

6.10.1. Multiple Towed Array Detection System (MTADS)

6.10.1.1. The MTADS has been demonstrated by the Naval Research Center at the BBR. This technology is still in the development stage. Production use of this technology needs to be further evaluated.

6.10.2. Airborne Magnetometry by Oak Ridge National Laboratory (ORNL)

6.10.2.1. This technology utilizes an array of cesium vapor magnetometers attached to a helicopter. The advantage of this technology is that it is an efficient non-evasive method of performing geophysical surveillance.

6.10.2.2. This information is provided in detail in Appendix IV.

6.10.3. Other

6.11. Planned Investigation

7. Other Work

7.1. Rights of Entry

7.1.1. Rights of entry shall be the responsibility of BBRPO personnel. The methods for obtaining rights of entry shall follow the procedures provided in the BBRPO Standard Operating Procedure (SOP) titled “Rights Of Entry.” This SOP is maintained by the BBRPO Data Manager.

7.1.2. All contractors and non-BBR land owners shall formally request the BBRPO to obtain Rights of Entry prior to any work or entry onto BBR land is permitted. A record of this shall be maintained at the BBRPO and shall be included in the BBR AR.

7.2. Capacity Building

7.2.1. Developing the BBRPO to more actively participate in the remediation of the BBR is a goal of both the OST and the DUSD (ES). This will continue to be accomplished by involving BBRPO personnel in all activities being performed by the U.S. Government and/or its contractors.

7.3. High Impact Area (HIA)

7.3.1. Based on current information obtained during the MTADS demonstration, the HIA will have to be further evaluated jointly between the USAF and the OST. The MTADS demonstration showed that UXO exists at the surface as well as submerged in the soil at the HIA.

8. Health and Safety Plan

8.1. All work associated with BBR shall have a Health and Safety Plan (HSP) addressing the nature of work and hazards to be encountered on the BBR. This HSP shall identify key personnel, emergency response actions, a personnel protective equipment (PPE) plan, and a plan for contingencies. The HSP will be written in accordance with reference 14.

9. Quality Management Plan

9.1. OE

9.1.1. All OE work on the BBR shall be in accordance with an approved Quality Management Plan. All OE data obtained shall be reported using standard statistical methods.

9.2. HTRW

9.2.1. All HTRW work on the BBR shall be in accordance with an approved Quality Management Plan. All HTRW data obtained shall be reported using standard statistical methods.

9.3. BBRPO

9.3.1. The BBRPO shall develop and maintain a Quality Management Plan that meets the requirements set forth by the USACE and by US EPA SW-846 to address OE and HTRW.

10. Public Involvement Plan

10.1. The Public Involvement Plan (PIP) is a separate document that is authored and administered by the BBRPO. This plan is available for viewing at the BBRPO in Pine Ridge, South Dakota during normal working hours.

10.1.1. The PIP has five objectives: Providing the public with information, Establish two-way communication between all the entities involved and the community, provide for community input and involvement, respond to community concerns that arise during the remedial action plan, and provide for effective management of the Public Involvement Plan.

10.1.2. The PIP is included as an appendix to this document.

11. Schedule and Milestones

11.1. Inventory Project Report (INPR)

11.1.1. The INPR is complete and is reported as a positive report with a RAC score of 1 and an HTRW rating of medium.

11.2. OE

11.2.1. Archives Search Report (ASR)

11.2.1.1. The ASR has been developed and is in the final stages of review prior to issuance. The ASR will ensure that the BBR is rated as one site vice numerous sub-sites. Sub-division of the BBR may occur for easier management of individual projects.

11.2.1.2. The anticipated completion date for the ASR is 31 December 1999.

11.2.2. Engineering Evaluation/Cost Analysis (EE/CA)

11.2.2.1. As stated in a prior section, the EE/CA is divided into projects.

The completion of an individual project is considered to be the date that the Final Action Memorandum is issued by the USACE.

This is approximately 4 months after the contractor issues the final EE/CA report for that project.

11.2.2.1.1. Project A anticipated completion date is 18 May 2001.

11.2.2.1.2. Project B anticipated completion date is 3 August 2001.

11.2.2.1.3. Project C anticipated completion date is 25 October 2001.

11.2.2.1.4. Project D anticipated completion date is 30 May 2002.

11.2.2.1.5. Project E anticipated completion date is 23 August 2002.

11.2.2.1.6. Project F anticipated completion date is 30 May 2003.

11.2.2.1.7. Project G anticipated completion date is 1 September 2003.

11.2.2.1.8. Project H anticipated completion date is 28 April 2004.

11.2.2.1.9. Project I anticipated completion date is 8 July 2004.

11.2.2.1.10. Project J anticipated completion date is 4 November 2004.

11.2.2.1.11. Project K anticipated completion date is 22 April 2005.

11.2.2.2. A map showing the EE/CA sectors is provided in Volume III.

11.2.3. Time Critical Removal Action (TCRA)

11.2.3.1. TCRA's will be performed as necessary while performing geophysical surveillance of the BBR. The need for a TCRA is based on the discovery of UXO.

11.2.4. Non Time Critical Removal Action (NTCRA)

- 11.2.4.1. NTCRAs will be scheduled as necessary based on geophysical survey data and the availability of resources for the completion of these tasks.

11.2.5. Record of Decision (RD)

- 11.2.5.1. The RD will be issued following characterization of the BBR. Due to the physical size of the BBR, an individual RD shall be issued following the completion of each EE/CA project.
- 11.2.5.2. Each RD shall be retained in the AR.
- 11.2.5.3. A final RD shall be issued following the completion of all EE/CA projects.
- 11.2.5.4. The anticipated date for the issuance of the final RD is 31 December 2005.

11.2.6. Removal/Remedial Actions (RA)

- 11.2.6.1. All RA information shall become part of the AR for the BBR.
- 11.2.6.2. A detailed timeline plan shall be developed following the issuance of the RD for remaining NTCRA. TCRA should have been completed prior to the RA and should already be included with the AR.
- 11.2.6.3. The anticipated date for the issuance of the final RA is 1 June 2006.

11.3. Hazardous, Toxic, and Radioactive Waste (HTRW)

11.3.1. Preliminary Assessment/Site Inspection (PAE/SI)

11.3.1.1. Preliminary Assessment of Eligibility. The inventory phase is culminated in the PAE, which is used to determine property and project eligibility of a DERP-FUDS. An INPR is prepared to report the real estate findings and other required PAE information under CERCLA, and the INPR is the mechanism by which the PAE documents the determination of the property and project(s) eligibilities.

11.3.1.2. Remedial Investigation/Feasibility Study (RI/FS)

11.3.1.2.1. The purpose of the RI is "to adequately characterize the site for the purpose of developing and evaluating effective remedial alternatives." In addition, the RI provides information to assess the risks to human health and the environment that were identified in the SI. "The primary objective of the feasibility study (FS) is to ensure that appropriate remedial alternatives are developed and evaluated ... and an appropriate remedy selected." Innovative technologies should be considered and evaluated as remedial alternatives.

11.3.1.2.2. RI/FS Study Scoping. RI/FS activities that are pertinent to the BBR are listed as follows:

- 11.3.1.2.2.1. Identify the RI/FS study area and designate the specific sites to be evaluated. Using a conservative procedure and available information, delineate the populations and resources in the vicinity by their risk of exposure to the suspected contamination.
- 11.3.1.2.2.2. Determine appropriate response mechanisms and authorities. In coordination with the Tribal regulatory agency and EPA regional office, develop agreement on the applicable Tribal and federal laws by agreement on the roles that each party will play in studies, in decision-making, and on the source of funding.
- 11.3.1.2.2.3. Initiate confirmatory data collection if needed.
- 11.3.1.2.2.4. Describe scope of subsequent RI/FS steps. Prepare statement of work and supporting plans for each step. Identify need and set priorities for removals, operable units, and continuing monitoring requirements while the RI/FS is being conducted.
- 11.3.1.2.2.5. Identify preliminary federal and Tribal contaminant and location-specific ARARs based on available data.

- 11.3.1.2.2.6. Conduct community interviews and prepare a Community Relations Plan (CRP) or a Public Involvement Plan (PIP).
- 11.3.1.2.2.7. Develop an overall work plan for the RI/FS, as needed. Field sampling, health and safety, project quality assurance, and other plans as required to support the RI/FS would also be part of scoping.
- 11.3.1.2.2.8. Site Characterization. Site characterization is the critical RI step and its tasks and requirements appear below:
 - 11.3.1.2.2.8.1. Describe the project location, contaminants and exposure pathways.
 - 11.3.1.2.2.8.2. Determine via a baseline risk assessment, the nature, extent, and potential impact of the project on health and environment.
 - 11.3.1.2.2.8.3. Provide inputs to the FS and determine subsequent actions, including additional phases of site characterization (if more information is needed), RAs, operable units, or property/project close-out (if no threat is found).

11.3.1.2.2.8.4. Field investigations normally include, but are not limited to, sample collection and analysis. They are used to characterize the project, the wastes discovered on the property (types, mixtures, and volume), and the media (air, water, or soil) in which the wastes occur. The field investigations are conducted in accordance with the approved work plans, which were developed and coordinated during the RI/FS scoping phase.

11.3.1.2.2.8.5. Additional sampling and investigations may be necessary should the results of field observations or laboratory analysis be significantly different from initial assumptions. Results may indicate that the threat is more immediate than previously understood in which case removals or operable units may be initiated. If the baseline risk assessment shows that a significant threat does not exist, then a determination is made to either consider the response process as complete and document close-out or complete the FS. The FS will contain a comparison of low-cost remedial alternatives and include an analysis of a NDAI option. The RI report developed from this step may be published separately or in combination with the FS.

11.3.1.3. The timeline for completion of an overall PAE/SI is to be determined based on availability of funding for HTRW work.

11.3.2. Record of Decision/Removal/Remedial Actions (ROD/RA)

11.3.2.1. The issuance of the HTRW ROD/RA is to be determined based on availability of funding for HTRW work.

11.4. Other

11.4.1. Rights of Entry

11.4.1.1. Rights of entry are ongoing and are performed by the OST BBRPO. The BBRPO works with the contractors and the USACE to determine the needs for rights of entry for future projects.

11.4.1.2. Please allow as much time as feasible for the BBRPO to obtain rights of entry. This will prevent delays in project initiation if adequate time is designed into your plan.

11.4.2. Capacity Building

11.4.2.1. Capacity Building of the OST and the BBRPO is an ongoing process. This will continue for the duration of the project, however it will diminish as the project proceeds as the BBRPO staff becomes more self sufficient.

11.4.3. High Impact Area (HIA)

11.4.3.1. The HIA has been utilized for a demonstration of the MTADS by the US Navy Research Center to test new detector performance.

11.4.3.2. The demonstration has resulted in TCRA and NTCRA which will be scheduled pending funding.

11.4.3.3. The estimated time for turn over of the HIA will have to be determined by a joint evaluation by the USAF and the OST based on the discovery of UXO at the HIA.

11.4.4. Health and Safety Plan (HSP)

11.4.4.1. The HSP is scheduled to be written and issued by 1 July 2000.

11.4.5. Quality Management Plan (QMP)

11.4.5.1. The QMPs are scheduled to be written and issued by 1 August 2000.

11.4.6. Public Involvement Plan (PIP)

11.4.6.1. The PIP is complete and available in the BBRPO.

Strategic Project Implementation Plan

Appendix I

TREATY OF FORT LARAMIE

September 17, 1851

11 Stat., p. 749.

Articles of a treaty made and concluded at Fort Laramie, in the Indian Territory, between D. D. Mitchell, superintendent of Indian affairs, and Thomas Fitzpatrick, Indian agent, commissioners specially appointed and authorized by the President of the United States, of the first part, and the chiefs, headmen, and braves of the following Indian nations, residing south of the Missouri River, east of the Rocky Mountains, and north of the lines of Texas and New Mexico, viz, the Sioux or Dahcotahs, Cheyennes, Arrapahoes, Crows, Assinaboines, Gros-Ventre Mandans, and Arrickaras, parties of the second part, on the seventeenth day of September, A.D. one thousand eight hundred and fifty-one.[a](#)

ARTICLE 1. The aforesaid nations, parties to this treaty, having assembled for the purpose of establishing and confirming peaceful relations amongst themselves, do hereby covenant and agree to abstain in future from all hostilities whatever against each other, to maintain good faith and friendship in all their mutual intercourse, and to make an effective and lasting peace.

ARTICLE 2. The aforesaid nations do hereby recognize the right of the United States Government to establish roads, military and other posts, within their respective territories.

ARTICLE 3. In consideration of the rights and privileges acknowledged in the preceding article, the United States bind themselves to protect the aforesaid Indian nations against the commission of all depredations by the people of the said United States, after the ratification of this treaty.

ARTICLE 4. The aforesaid Indian nations do hereby agree and bind themselves to make restitution or satisfaction for any wrongs committed, after the ratification of this treaty, by any band or individual of their people, on the people of the United States, whilst lawfully residing in or passing through their respective territories.

ARTICLE 5. The aforesaid Indian nations do hereby recognize and acknowledge the following tracts of country, included within the metes and boundaries hereinafter designated, as their respective territories, viz;

The territory of the Sioux or Dahcotah Nation, commencing the mouth of the White Earth River, on the Missouri River; thence in a southwesterly direction to the forks of the Platte River; thence up the north fork of the Platte River to a point known as the Red Butts, or where the road leaves the river; thence along the range of mountains known as the Black Hills, to the head-waters of Heart River; thence down Heart River to its mouth; and thence down the Missouri River to the place of beginning.

The territory of the Gros Ventre, Mandans, and Arrickaras Nations, commencing at the mouth of Heart River; thence up the Missouri River to the mouth of the Yellowstone River; thence up the Yellowstone River to the mouth of Powder River in a southeasterly direction, to the head-waters of the Little Missouri River; thence along the Black Hills to the head of Heart River, and thence down Heart River to the place of beginning.

The territory of the Assinaboin Nation, commencing at the mouth of Yellowstone River; thence up the Missouri River to the mouth of the Muscle-shell River; thence from the mouth of the Muscle-shell River in a southeasterly direction until it strikes the head-waters of Big Dry Creek; thence down that creek to where it empties into the Yellowstone River, nearly opposite the mouth of Powder River, and thence down the Yellowstone River to the place of beginning.

The territory of the Blackfoot Nation, commencing at the mouth of Muscle-shell River; thence up the Missouri River to its source; thence along the main range of the Rocky Mountains, in a southerly direction, to the head-waters of the northern source of the Yellowstone River; thence down the Yellowstone River to the mouth of Twenty-five Yard Creek; thence across to the head-waters of the Muscle-shell River, and thence down the Muscle-shell River to the place of beginning.

The territory of the Crow Nation, commencing at the mouth of Powder River on the Yellowstone; thence up Powder River to its source; thence along the main range of the Black Hills and Wind River Mountains to the head-waters of the Yellowstone River; thence down the Yellowstone River to the mouth of Twenty-five Yard Creek; thence to the head waters of the Muscle-shell River; thence down the Muscle-shell River to its mouth; thence to the head-waters of Big Dry Creek, and thence to its mouth.

The territory of the Cheyennes and Arrapahoes, commencing at the Red Butte, or the place where the road leaves the north fork of the Platte River; thence up the north fork of the Platte River to its source; thence along the main range of the Rocky Mountains to the head-waters of the Arkansas River; thence down the Arkansas River to the crossing of the Santa Fe' road; thence in a northwesterly direction to the forks of the Platte River, and thence up the Platte River to the place of beginning.

It is, however, understood that, in making this recognition and acknowledgement, the aforesaid Indian nations do not hereby abandon or prejudice any rights or claims they may have to other lands; and further, that they do not surrender the privilege of hunting, fishing, or passing over any of the tracts of country heretofore described.

ARTICLE 6. The parties to the second part of this treaty having selected principals or head-chiefs for their respective nations, through whom all national business will hereafter be conducted, do hereby bind themselves to sustain said chiefs and their successors during good behavior.

ARTICLE 7. In consideration of the treaty stipulations, and for the damages which have or may occur by reason thereof to the Indian nations, parties hereto, and for their maintenance and the improvement of their moral and social customs, the United States bind themselves to deliver to the said Indian nations the sum of fifty thousand dollars per annum for the term of ten years, with the right to continue the same at the discretion of the President of the United States for a period not exceeding five years thereafter, in provisions merchandise, domestic animals, and agricultural implements, in such proportions as may be deemed best adapted to their condition by the President of the United States, to be distributed in proportion to the population of the aforesaid Indian nations.

ARTICLE 8. It is understood and agreed that should any of the Indian nations, parties to this treaty, violate any of the provisions thereof, the United States may withhold the whole or a portion of the annuities mentioned in the preceding article from the nation so offending, until, in the opinion of the President of the United States, proper satisfaction shall have been made.

In testimony whereof the said D. D. Mitchell and Thomas Fitzpatrick commissioners as aforesaid, and the chiefs, headmen, and braves, parties hereto, have set their hands and affixed their marks, on the day and at the place first above written.

D. D. Mitchell
Thomas Fitzpatrick
Commissioners.

Sioux:

Mah-toe-wha-you-whey, his x mark,
Mah-kah-toe-zah-zah, his x mark,
Bel-o-ton-kah-tan-ga, his x mark,
Nah-ka-pah-gi-gi, his x mark,
Mak-toe-sah-bi-chis, his x mark,
Meh-wah-tah-ni-hans-kah, his x mark,

Cheyennes:

Wah-ha-nis-satta, his x mark,
Voist-ti-toe-vetz, his x mark,
Nahk-ko-me-ien, his x mark,
Koh-kah-y-wh-cum-est, his x mark,

Arrapahoes:

Bè-ah-té-a-qui-sah, his x mark,
Neb-ni-bah-seh-it, his x mark,
Beh-kah-jay-beth-sah-es, his x mark,

Crows:

Arra-tu-ri-sash, his x mark,
Doh-chepit-seh-chi-es, his x mark,
Assinaboines:
Mah-toe-wit-ko, his x mark,
Toe-tah-ki-eh-nan, his x mark,
Mandans and Gros Ventres:
Nochk-pit-shi-toe-pish, his x mark,
She-oh-mant-ho, his x mark,
Arickarees:
Koun-hei-ti-shan, his x mark,
Bi-atch-tah-wetch, his x mark,

In the presence of---

A. B. Chambers, secretary.
S. Cooper, colonel, U. S. Army.
R. H. Chilton, captain, First Drags.
Thomas Duncan, captain, Mounted Rifiemen.
Thos. G. Rhett, brevet captain R. M. R.
W. L. Elliott, first lieutenant R. M. R.
C. Campbell, interpreter for Sioux.
John S. Smith, interpreter for Cheyennes.
Robert Meldrum, interpreter for the Crows.
H. Culbertson, interpreter for Assiniboines and Gros Ventres.
Francois L'Etalie, interpreter for Arickarees.
John Pizelle, interpreter for the Arrapahoes.
B. Gratz Brown.
Robert Campbell.
Edmond F. Chouteau.

(a) This treaty as signed was ratified by the Senate with an amendment changing the annuity in Article 7 from fifty to ten years, subject to acceptance by the tribes. Assent of all tribes except the Crows was procured (see Upper Platte C., 570, 1853, Indian Office) and in subsequent agreements this treaty has been recognized as in force (see post p. 776).

FORT LARAMIE TREATY

APRIL 29, 1868

TREATY WITH THE SIOUX-- BRULÉ, OGLALA, MINICONJOU, YANKTONAI, HUNKPAPA, BLACKFEET, CUTHEAD, TWO KETTLE, SANS ARCS, AND SANTEE-- AND ARAPAHO

15 Stat., 635.

Ratified, Feb. 16, 1869.

Proclaimed, Feb. 24, 1869

Articles of a treaty made and concluded by and between Lieutenant-General William T. Sherman, General William S. Harney, General Alfred H. Terry, General C. C. Augur, J. B. Henderson, Nathaniel G. Taylor, John B. Sanborn, and Samuel F. Tappan, duly appointed commissioners on the part of the United States, and the different bands of the Sioux Nation of Indians, by their chiefs and head-men, whose names are hereto subscribed, they being duly authorized to act in the premises.

ARTICLE 1. From this day forward all war between the parties to this agreement shall forever cease. The Government of the United States desires peace, and its honor is hereby pledged to keep it. The Indians desire peace, and they now pledge their honor to maintain it.

If bad men among the whites, or among other people subject to the authority of the United States, shall commit any wrong upon the person or property of the Indians, the United States will, upon proof made to the agent and forwarded to the Commissioner of Indian Affairs at Washington City, proceed at once to cause the offender to be arrested and punished according to the laws of the United States, and also re-imburse the injured person for the loss sustained.

If bad men among the Indians shall commit a wrong or depredation upon the person or property of any one, white, black, or Indian, subject to the authority of the United States, and at peace therewith, the Indians herein named solemnly agree that they will, upon proof made to their agent and notice by him, deliver up the wrong-doer to the United States, to be tried and punished according to its laws; and in case they wilfully refuse so to do, the person injured shall be re-imbursed for his loss from the annuities or other moneys due or to become due to them under this or other treaties made with the United States. And the President, on advising with the Commissioner of Indian Affairs, shall prescribe such rules and regulations for ascertaining damages under the provisions of this article as in his judgment may be proper. But no one sustaining loss while violating the provisions of this treaty or the laws of the United States shall be re-imbursed therefor.

ARTICLE 2. The United States agrees that the following district of country, to wit, viz: commencing on the east bank of the Missouri River where the forty-sixth parallel of north latitude crosses the same, thence along low-water mark down said east bank to a point opposite where the northern line of the State of Nebraska strikes the river, thence west across said river, and along the northern line of Nebraska to the one hundred and fourth degree of longitude west from Greenwich, thence north on said meridian to a point where the forty-sixth parallel of north latitude intercepts the same, thence due east along said parallel to the place of beginning; and in addition thereto, all existing reservations on the east bank of said river shall be, and the same is, set apart for the absolute and undisturbed use and occupation of the Indians herein named, and for such other friendly tribes or individual Indians as from time to time they may be willing, with the consent of the United States, to admit amongst them; and the United States now solemnly agrees that no persons except those herein designated and authorized so to do, and except such officers, agents, and employes of the Government as may be authorized to enter upon Indian reservations in discharge of duties enjoined by law, shall ever be permitted to pass over, settle upon, or reside in the territory described in this article, or in such territory as may be added to this reservation for the use of said Indians, and henceforth they will and do hereby relinquish all claims or right in and to any portion of the United States or Territories, except such as is embraced within the limits aforesaid, and except as hereinafter provided.

ARTICLE 3. If it should appear from actual survey or other satisfactory examination of said tract of land that it contains less than one hundred and sixty acres of tillable land for each person who, at the time, may be authorized to reside on it under the provisions of this treaty, and a very considerable number of such persons shall be disposed to commence cultivating the soil as farmers, the United States agrees to set apart, for the use of said Indians, as herein provided, such additional quantity of arable land, adjoining to said reservation, or as near to the same as it can be obtained, as may be required to provide the necessary amount.

ARTICLE 4. The United States agrees, at its own proper expense, to construct at some place on the Missouri River, near the center of said reservation, where timber and water may be convenient, the following buildings, to wit: a warehouse, a store-room for the use of the agent in storing goods belonging to the Indians, to cost not less than twenty-five hundred dollars; an agency-building for the residence of the agent, to cost not exceeding three thousand dollars; a residence for the physician, to cost not more than three thousand dollars; and five other buildings, for a carpenter, farmer, blacksmith, miller, and engineer, each to cost not exceeding two thousand dollars; also a schoolhouse or mission-building, so soon as a sufficient number of children can be induced by the agent to attend school, which shall not cost exceeding five thousand dollars.

The United States agrees further to cause to be erected on said reservation, near the other buildings herein authorized, a good steam circular-saw mill, with a grist-mill and shingle-machine attached to the same, to cost not exceeding eight thousand dollars.

ARTICLE 5. The United States agrees that the agent for said Indians shall in the future make his home at the agency-building; that he shall reside among them, and keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint by and against the Indians as may be presented for investigation under the provisions of their treaty stipulations, as also for the faithful discharge of other duties enjoined on him by law. In all cases of depredation on person or property he shall cause the evidence to be taken in writing and forwarded, together with his findings, to the Commissioner of Indian Affairs, whose decision, subject to the revision of the Secretary of the Interior, shall be binding on the parties to this treaty.

ARTICLE 6. if any individual belonging to said tribes of Indians, or legally incorporated with them, being the head of a family, shall desire to commence farming, he shall have the privilege to select, in the presence and with the assistance of the agent then in charge, a tract of land within said reservation, not exceeding three hundred and twenty acres in extent, which tract, when so selected, certified, and recorded in the "land-book," as herein directed, shall cease to be held in common, but the same may be occupied and held in the exclusive possession of the person selecting it, and of his family, so long as he or they may continue to cultivate it.

Any person over eighteen years of age, not being the head of a family, may in like manner select and cause to be certified to him or her, for purposes of cultivation, a quantity of land not exceeding eighty acres in extent, and thereupon be entitled to the exclusive possession of the same as above directed.

For each tract of land so selected a certificate, containing a description thereof and the name of the person selecting it, with a certificate endorsed thereon that the same has been recorded, shall be delivered to the party entitled to it, by the agent, after the same shall have been recorded by him in a book to be kept in his office, subject to inspection, which said book shall be known as the "Sioux Land-Book."

The President may, at any time, order a survey of the reservation, and, when so surveyed, Congress shall provide for protecting the rights of said settlers in their improvements, and may fix the character of the title held by each. The United States may pass such laws on the subject of alienation and descent of property between the Indians and their descendants as may be thought proper. And it is further stipulated that any male Indians, over eighteen years of age, of any band or tribe that is or shall hereafter become a party to this treaty, who now is or who shall hereafter become a resident or occupant of any reservation or Territory not included in the tract of country designated and described in this treaty for the permanent home of the Indians, which is not mineral land, nor reserved by the United States for special purposes other than Indian occupation, and who shall have made improvements thereon of the value of two hundred dollars or more, and continuously occupied the same as a homestead for the term of three years, shall be entitled to receive from the United States a patent for one hundred and sixty acres of land including his said improvements, the same to be in the form of the legal subdivisions of the surveys of the public lands. Upon application in writing, sustained by the proof of two disinterested witnesses, made to the register of the local land-office when the land sought to be entered is within a land district, and when the tract sought to be entered is not in any land district, then upon said application and proof being made to the Commissioner of the General Land-Office, and the right of such Indian or Indians to enter such tract or tracts of land shall accrue and be perfect from the date of his first improvements thereon, and shall continue as long as he continues his residence and improvements, and no longer'. And any Indian or Indians receiving a patent for land under the foregoing provisions, shall thereby and from thenceforth become and be a citizen of the United States, and be entitled to all the privileges and immunities of such citizens, and shall, at the same time, retain all his rights to benefits accruing to Indians under this treaty.

ARTICLE 7. In order to insure the civilization of the Indians entering into this treaty, the necessity of education is admitted, especially of such of them as are or may be settled on said agricultural reservations, and they therefore pledge themselves to compel their children, male and female, between the ages of six and sixteen years, to attend school; and it is hereby made the duty of the agent for said Indians to see that this stipulation is strictly complied with; and the United States agrees that for every thirty children between said ages who can be induced or compelled to attend school, a house shall be provided and a teacher competent to teach the elementary branches of an English education shall be furnished, who will reside among said Indians, and faithfully discharge his or her duties as a teacher. The provisions of this article to continue for not less than twenty years.

ARTICLE 8. When the head of a family or lodge shall have selected lands and received his certificate as above directed, and the agent shall be satisfied that he intends in good faith to commence cultivating the soil for a living, he shall be entitled to receive seeds and agricultural implements for the first year, not exceeding in value one hundred dollars, and for each succeeding year he shall continue to farm, for a period of three years more, he shall be entitled to receive seeds and implements as aforesaid, not exceeding in value twenty-five dollars.

And it is further stipulated that such persons as commence farming shall receive instruction from the farmer herein provided for, and whenever more than one hundred persons shall enter upon the cultivation of the soil, a second blacksmith shall be provided, with such iron, steel, and other material as may be needed.

ARTICLE 9. At any time after ten years from the making of this treaty, the United States shall have the privilege of withdrawing the physician, farmer, blacksmith, carpenter, engineer, and miller herein provided for, but in case of such withdrawal, an additional sum thereafter of ten thousand dollars per annum shall be devoted to the education of said Indians, and the Commissioner of Indian Affairs shall, upon careful inquiry into their condition, make such rules and regulations for the expenditure of said sum as will best promote the educational and moral improvement of said tribes.

ARTICLE 10. In lieu of all sums of money or other annuities provided to be paid to the Indians herein named, under any treaty or treaties heretofore made, the United States agrees to deliver at the agency-house on the reservation herein named, on or before the first day of August of each year, for thirty years, the following articles, to wit:

For each male person over fourteen years of age, a suit of good substantial woolen clothing, consisting of coat, pantaloons, flannel shirt, hat, and a pair of home-made socks.

For each female over twelve years of age, a flannel skirt, or the goods necessary to make it, a pair of woolen hose, twelve yards of calico, and twelve yards of cotton domestics.

For the boys and girls under the ages named, such flannel and cotton goods as may be needed to make each a suit as aforesaid, together with a pair of woolen hose for each.

And in order that the Commissioner of Indian Affairs may be able to estimate properly for the articles herein named, it shall be the duty of the agent each year to forward to him a full and exact census of the Indians, on which the estimate from year to year can be based.

And in addition to the clothing herein named, the sum of ten dollars for each person entitled to the beneficial effects of this treaty shall be annually appropriated for a period of thirty years, while such persons roam and hunt, and twenty dollars for, each person who engages in farming, to be used by the Secretary of the Interior in the purchase of such articles as from time to time the condition and necessities of the Indians may indicate to be proper. And if within the thirty years, at any time, it shall appear that the amount of money needed for clothing under this article can be appropriated to better uses for the Indians named herein, Congress may, by law, change the appropriation to other purposes; but in no event shall the amount of this appropriation be withdrawn or discontinued for the period named. And the President shall annually detail an officer of the Army to be present and attest the delivery of all the goods herein named to the Indians, and he shall inspect and report on the quantity and quality of the goods and the manner of their delivery. And it is hereby expressly stipulated that each Indian over the age of four years, who shall have removed to and settled permanently upon said reservation and complied with the stipulations of this treaty, shall be entitled to receive from the United States, for the period of four years after he shall have settled upon said reservation, one pound of meat and one pound of flour per day, provided the Indians cannot furnish their own subsistence at an earlier date. And it is further stipulated that the United States will furnish and deliver to each lodge of Indians or family of persons legally incorporated with them, who shall remove to the reservation herein described and commence farming, one good American cow, and one good well-broken pair of American oxen within sixty days after such lodge or family shall have so settled upon said reservation.

ARTICLE 11. In consideration of the advantages and benefits conferred by this treaty, and the many pledges of friendship by the United States, the tribes who are parties to this agreement hereby stipulate that they will relinquish all right to occupy permanently the territory outside their reservation as herein defined, but yet reserve the right to hunt on any lands north of North Platte, and on the Republican Fork of the Smoky Hill River, so long as the buffalo may range thereon in such numbers as to justify the chase. And they, the said Indians, further expressly agree:

- 1st. That they will withdraw all opposition to the construction of the railroads now being built on the plains.
- 2d. That they will permit the peaceful construction of any railroad not passing over their reservation as herein defined.
- 3d. That they will not attack any persons at home, or travelling, nor molest or disturb any wagon-trains, coaches, mules, or cattle belonging to the people of the United States, or to persons friendly therewith.
- 4th. They will never capture, or carry off from the settlements, white women or children.
- 5th. They will never kill or scalp white men, nor attempt to do them harm.

6th. They withdraw all pretence of opposition to the construction of the railroad now being built along the Platte River and westward to the Pacific Ocean, and they will not in future object to the construction of railroads, wagon-roads, mail-stations, or other works of utility or necessity, which may be ordered or permitted by the laws of the United States. But should such roads or other works be constructed on the lands of their reservation, the Government will pay the tribe whatever amount of damage may be assessed by three disinterested commissioners to be appointed by the President for that purpose, one of said commissioners to be a chief or head-man of the tribe.

7th. They agree to withdraw all opposition to the military posts or roads now established south of the North Platte River, or that may be established, not in violation of treaties heretofore made or hereafter to be made with any of the Indian tribes.

ARTICLE 12. No treaty for the cession of any portion or part of the reservation herein described which may be held in common shall be of any validity or force as against the said Indians, unless executed and signed by at least three-fourths of all the adult male Indians, occupying or interested in the same; and no cession by the tribe shall be understood or construed in such manner as to deprive, without his consent, any individual member of the tribe of his rights to any tract of land selected by him, as provided in article 6 of this treaty.

ARTICLE 13. The United States hereby agrees to furnish annually to the Indians the physician, teachers, carpenter, miller, engineer, farmer, and blacksmiths as herein contemplated, and that such appropriations shall be made from time to time, on the estimates of the Secretary of the Interior, as will be sufficient to employ such persons.

ARTICLE 14. it is agreed that the sum of five hundred dollars annually, for three years from date, shall be expended in presents to the ten persons of said tribe who in the judgment of the agent may grow the most valuable crops for the respective year.

ARTICLE 15. The Indians herein named agree that when the agency-house or other buildings shall be constructed on the reservation named, they will regard said reservation their permanent home, and they will make no permanent settlement elsewhere; but they shall have the right, subject to the conditions and modifications of this treaty, to hunt, as stipulated in Article 11 hereof.

ARTICLE 16. The United States hereby agrees and stipulates that the country north of the North Platte River and east of the summits of the Big Horn Mountains shall be held and considered to be unceded Indian territory, and also stipulates and agrees that no white person or persons shall be permitted to settle upon or occupy any portion of the same; or without the consent of the Indians first had and obtained, to pass through the same; and it is further agreed by the United States that within ninety days after the conclusion of peace with all the bands of the Sioux Nation, the military posts now established in the territory in this article named shall be abandoned, and that the road leading to them and by them to the settlements in the Territory of Montana shall be closed.

ARTICLE 17. It is hereby expressly understood and agreed by and between the respective parties to this treaty that the execution of this treaty and its ratification by the United States Senate shall have the effect, and shall be construed as abrogating and annulling all treaties and agreements heretofore entered into between the respective parties hereto, so far as such treaties and agreements obligate the United States to furnish and provide money, clothing, or other articles of property to such Indians and bands of Indians as become parties to this treaty, but no further.

In testimony of all which, we, the said commissioners, and we, the chiefs and headmen of the Brulé' band of the Sioux nation, have hereunto set our hands and seals at Fort Laramie, Dakota Territory, this twenty-ninth day of April, in the year one thousand eight hundred and sixty-eight.

N. G. Taylor, [SEAL]
W. T. Sherman, [SEAL]
Lieutenant-General.
Wm. S. Harney, [SEAL]
Brevet Major-General U. S. Army.
John B. Sanborn, [SEAL]
S. F. Tappan, [SEAL]
C. C. Augur, [SEAL]
Brevet Major-General.
Alfred H. Terry, [SEAL]
Brevet Major-General U. S. Army.

Attest:

A. S. H. White, Secretary.

Executed on the part of the Brulé band of Sioux by the chiefs and headmen whose names are hereto annexed, they being thereunto duly authorized, at Fort Laramie, D. T., the twenty-ninth day of April, in the year A. D. 1868.

Ma-za-pon-kaska, his x mark, Iron Shell. [SEAL]
Wah-pat-shah, his x mark, Red Leaf. [SEAL]
Hah-sah-pah, his x mark, Black Horn. [SEAL]
Zin-tah-gah-lat-skah, his x mark, Spotted Tail. [SEAL]
Zin-tah-skah, his x mark, White Tail. [SEAL]
Me-wah-tah-ne-ho-skah, his x mark, Tall Mandas. [SEAL]
She-cha-chat-kah, his x mark, Bad Left Hand. [SEAL]
No-mah-no-pah, his x mark, Two and Two. [SEAL]
Tah-tonka-skah, his x mark, White Bull. [SEAL]
Con-ra-washta, his x mark, Pretty Coon. [SEAL]
Ha-cah-cah-she-chah, his x mark, Bad Elk. [SEAL]
Wa-ha-ka-zah-ish-tah, his x mark, Eye Lance. [SEAL]
Ma-to-ha-ke-tah, his x mark, Bear that looks behind. [SEAL]
Bella-tonka-tonka, his x mark, Big Partisan. [SEAL]

Mah-to-ho-honka, his x mark, Swift Bear. [SEAL]
To-wis-ne, his x mark, Cold Place. [SEAL]
Ish-tah-skah, his x mark, White Eyes. [SEAL]
Ma-ta-loo-zah, his x mark, Fast Bear. [SEAL]
As-hah-kah-nah-zhe, his x mark, Standing Elk. [SEAL]
Can-te-te-ki-ya, his x mark, The Brave Heart. [SEAL]
Shunka-shaton, his x mark, Day Hawk. [SEAL]
Tatanka-wakon, his Sacred Bull. [SEAL]
Mapia shaton, his x mark, Hawk Cloud. [SEAL]
Ma-sba-a-ow, his x mark, Stands and Comes. [SEAL]
Shon-ka-ton-ka, his x mark, Big Dog. [SEAL]

Attest:

Ashton S. H. White, secretary of commission.
George B. Withs, phonographer to commission.
Geo. H. Holtzman.
John D. Howlana.
James C. O'Connor.
Chas. E. Guern, interpreter.
Leon F. Pallardy, interpreter.
Nicholas Janis, interpreter.

Executed on the part of the Ogallalah band of Sioux by the chiefs and headmen whose names are hereto subscribed, they being thereunto duly authorized, at Fort Laramie, the twenty-fifth day of May, in the year A. D. 1868.

Tah-shun-ka-co-qui-pah, his x mark, Man-afraid-of-his-horses. [SEAL]
Sha-ton-skah, his x mark, White Hawk. [SEAL]
Sha-ton-sapah, his x mark, Black Hawk. [SEAL]
E-ga-mon-ton-ka-sapah, his x mark, Black Tiger. [SEAL]
Oh-wah-she-cha, his x mark, Bad Wound. [SEAL]
Pah-gee, his x mark, Grass. [SEAL]
Wah-non-reh-che-geh, his x mark, Ghost Heart. [SEAL]
Con-reeh, his x mark, Crow. [SEAL]
Oh-he-te-kah, his x mark, The Brave. [SEAL]
Tah-ton-kah-he-yo-ta-kah, his x mark, Sitting Bull. [SEAL]
Shon-ka-oh-wah-mon-ye, his x mark, Whirlwind Dog. [SEAL]
Ha-hah-kah-tah-mieeh, his x mark, Poor Elk. [SEAL]
Wam-bu-lee-wah-kon, his x mark, Medicine Eagle. [SEAL]
Chon-gah-ma-he-to-hans-ka, his x mark, High Wolf. [SEAL]
Wah-se-chun-ta-sbun-kah, his x mark, American Horse. [SEAL]
Mah-hah-mah-ha-mak-near, his x mark, Man that walks under the ground. [SEAL]
Mah-to-tow-pah, his x mark, Four Bears. [SEAL]
Ma-to-wee-sha-kta, his x mark, One that kills the bear. [SEAL]
Oh-tah-kee-toka-wee-chakta, his x mark, One that kills in a hard place. [SEAL]

Tah-ton-kah-ta-mieeh, his x mark, The poor Bull. [SEAL]
Oh-huns-ee-ga-non-sken, his x mark, Mad Shade. [SEAL]
Shah-ton-oh-nah-om-minne-ne-oh-minne, his x mark, Whirling Hawk. [SEAL]
Mah-to-ehun-ka-oh, his x mark, Bear's Back. [SEAL]
Che-ton-wee-koh, his x mark, Fool Hawk. [SEAL]
Wah-hoh-ke-za-ah-hah, his x mark, One that has the lance. [SEAL]
Shon-gah-manni-toh-tan-ka-seh, his x mark, Big Wolf Foot. [SEAL]
Eh-ton-kah, his x mark, Big Mouth. [SEAL]
Ma-pah-che-tah, his x mark, Bad Hand. [SEAL]
Wah-ke-yun-shah, his x mark, Red Thunder. [SEAL]
Wak-sah, his x mark, One that Cuts Off. [SEAL]
Cham-nom-qui-yah, his x mark, One that Presents the Pipe. [SEAL]
Wah-ke-ke-yan-puh-tah, his x mark, Fire Thunder. [SEAL]
Mah-to-nonk-pah-ze, his x mark, Bear with Yellow Ears. [SEAL]
Con-ree-teh-ka, his x mark, The Little Crow. [SEAL]
He-hup-pah-toh, his x mark, The Blue War Club. [SEAL]
Shon-kee-toh, his x mark, The Blue Horse. [SEAL]
Wam-Balla-oh-con-quo, his x mark, Quick Eagle. [SEAL]
Ta-tonka-suppa, his x mark, Black Bull. [SEAL]
Moh-to-ha-she-na, his x mark, The Bear Hide. [SEAL]

Attest:

S. E. Ward.
Jas. C. O'Connor.
J. M. Sherwood.
W. C. Slicer.
Sam Deon.
H. M. Matthews.
Joseph Bissonette, interpreter.
Nicholas Janis, interpreter.
Lefroy Jott, interpreter.
Antoine Janis, interpreter.

Executed on the part of the Minneconjou band of Sioux by the chiefs and headmen whose names are hereto subscribed, they being thereunto duly authorized.

At Fort Laramie, D. T., May 26, 68, 13 names.

Heh-won-ge-chat, his x mark, One Horn. [SEAL]
Oh-pon-ah-tah-e-manne, his x mark, The Elk that bellows Walking. [SEAL]

At Fort Laramie, D. T., May 25, 68, 2 names.

Heh-ho-lah-reh-cha-skah, his x mark, Young White Bull, [SEAL]
Wah chah chum kah coh kee-pah, his x mark, One that is afraid of Shield. [SEAL]

He-hon-ne-shakta, his x mark, The Old Owl. [SEAL]
Moc-pe-a-toh, his x mark, Blue Cloud. [SEAL]
Oh-pong-ge-le-skah, his x mark Spotted Elk. [SEAL]
Tah-tonk-ka-hon-ke-schne, his x mark, Slow Bull. [SEAL]
Shonk-a-nee-shah-shah-a-tah-pe, his x mark, The Dog Chief. [SEAL]
Ma-to-tah-ta-tonk-ka, his x mark, Bull Bear. [SEAL]
Wom-beh-le-ton-kah, his x mark, The Big Eagle. [SEAL]
Ma-toh-eh-schne-lah, his x mark, The Lone Bear. [SEAL]
Mah-toh-ke-su-yah, his x mark, The One who Remembers the Bear. [SEAL]
Ma-toh-oh-he-to-keh, his x mark, The Brave Bear. [SEAL]
Eh-che-ma-heh, his x mark, The Runner. [SEAL]
Ti-ki-ya, his x mark, The Hard. He-ma-za, his x mark, Iron Horn. [SEAL]

Attest:

Jas. C. O'Connor.
Wm. H. Brown.
Nicholas Janis, interpreter.
Antoine Janis, interpreter.

Executed on the part of the Yanctonais band of Sioux by the chiefs and headmen whose names are hereto subscribed, they being thereunto duly authorized.

Mah-to-non-pah, his x mark, Two Bears. [SEAL]
Ma-to-hna-skin-ya, his x mark, Mad Bear. [SEAL]
He-o-pu-za, his x mark, Louzy. [SEAL]
Ah-ke-che-tah-che-ca-dan, his x mark, Little Soldier. [SEAL]
Mah-to-e-tan-chan, his x mark, Chief Bear. [SEAL]
Cu-wi-h-win, his x mark, Rotten Stomach. [SEAL]
Skun-ka-we-tko, his x mark, Fool Dog. [SEAL]
Ish-ta-sap-pah, his x mark, Black Eye. [SEAL]
Ih-tan-chan, his x mark, The Chief. [SEAL]
I-a-wi-ca-ka, his x mark, The one who Tells the Truth. [SEAL]
Ah-ke-che-tah, his x mark, The Soldier. [SEAL]
Ta-shi-na-gi, his x mark, Yellow Robe. [SEAL]
Nah-pe-ton-ka, his x mark, Big Hand. [SEAL]
Chan-tee-we-kto, his x mark, Fool Heart. [SEAL]
Hoh-gan-sah-pa, his x mark, Black Catfish. [SEAL]
Mah-to-wah-kan, his x mark, Medicine Bear. [SEAL]
Shun-ka-kan-sha, his x mark, Red Horse. [SEAL]
Wan-rode, his x mark, The Eagle. [SEAL]
Can-hpi-sa-pa, his x mark, Black Tomahawk. [SEAL]
War-he-le-re, his x mark, Yellow Eagle. [SEAL]
Cha-ton-che-ca, his x mark, Small Hawk, or Long Fare. [SEAL]
Shu-ger-mon-e-too-ha-ska, his x mark, Tall Wolf. [SEAL]
Ma-to-u-tah-kah, his x mark, Sitting Bear. [SEAL]

Hi-ha-cah-ge-na-skene, his x mark, Mad Elk. [SEAL]

Arapahoes:

Little Chief, his x mark. [SEAL]

Tall Bear, his x mark. [SEAL]

Top Man, his x mark. [SEAL]

Neva, his x mark. [SEAL]

The Wounded Bear, his x mark. [SEAL]

Thirlwind, his x mark The Fox, his x mark. [SEAL]

The Dog Big Mouth, his x mark. [SEAL]

Spotted Wolf, his x mark. [SEAL]

Sorrel Horse, his x mark. [SEAL]

Black Coal, his x mark. [SEAL]

Big Wolf, his x mark. [SEAL]

Knock-knee, his x mark. [SEAL]

Black Crow, his x mark. [SEAL]

The Lone Old Man, his x mark. [SEAL]

Paul, his x mark. [SEAL]

Black Bull, his x mark. [SEAL]

Big Track, his x mark. [SEAL]

The Foot, his x mark. [SEAL]

Black White, his x mark. [SEAL]

Yellow Hair, his x mark. [SEAL]

Little Shield, his x mark. [SEAL]

Black Bear, his x mark. [SEAL]

Wolf Mocassin, his x mark. [SEAL]

Big Robe, his x mark. [SEAL]

Wolf Chief, his x mark. [SEAL]

Witnesses:

Robt. P. McKibbin, captain, Fourth Infantry, brevet lieutenant-colonel, U. S. Army, commanding Fort Laramie.

Wm. H. Powell, brevet major, captain, Fourth Infantry.

Henry W. Patterson, captain, Fourth Infantry.

Theo. E. True, second lieutenant, Fourth Infantry.

W. G. Bullock.

Chas. E. Guern, special Indian interpreter for the peace commission.

Fort Laramie, Wg. T., Nov. 6, 1868

Makh-pi-ah-lu-tah, his x mark, Red Cloud. [SEAL]

Wa-ki-ah-we-cha-shah, his x mark, Thunder Man. [SEAL]

Ma-zah-zah-geh, his x mark, Iron Cane. [SEAL]

Wa-umble-why-wa-ka-tuyah, his x mark, High Eagle. [SEAL]

Ko-ke-pah, his x mark, Man Afraid. [SEAL]

Wa-ki-ah-wa-kou-ah, his x mark, Thunder Flying Running. [SEAL]

Witnesses:

W. McE. Dye, brevet colonel, U. S. Army, commanding.
A. B. Cain, captain, Fourth Infantry, brevet major, U. S. Army.
Robt. P. McKibbin, captain, Fourth Infantry, brevet lieutenant-colonel, U. S. Army.
Jno. Miller, captain, Fourth Infantry.
G. L. Luhn, first lieutenant, Fourth Infantry, brevet captain, U. S. Army.
H. C. Sloan, second lieutenant, Fourth Infantry.
Whittingham Cox, first lieutenant, Fourth Infantry.
A. W. Vogdes, first lieutenant, Fourth Infantry.
Butler D. Price, second lieutenant, Fourth Infantry.

HEADQRS., FORT LARAMIE, Novr. 6, 68.

Executed by the above on this date.

All of the Indians are Ogallalabs excepting Thunder Man and Thunder Flying Running, who are Brulés.

Wm. McE. Dye,
Major Fourth Infantry, and Brevet-Colonel
U. S. Army, Commanding.

Attest:

Jas. C. O'Connor.
Nicholas Janis, interpreter.
Franc. La Framboise, interpreter

P. J. De Smet, S.J., Missionary among the Indians.
Saml. D. Hinman, B. D., missionary.

Executed on the part of the Uncpapa band of the Sioux, by the chiefs and headmen whose names are hereto subscribed, they being thereunto and duly authorized.

Co-dam-i-ya, his x mark, The Man that Goes in the Middle. [SEAL]
Ma-to-ca-wa-weksa, his x mark, Bear Rib. [SEAL]
Ta-to-ka-in-yan-ke, his x mark, Running Antelope. [SEAL]
Kan-gi-wa-ki-ta, his x mark, Looking Crow. [SEAL]
A-ki-ci-ta-han-ska, his x mark, Long Soldier. [SEAL]
Wa-ku-te-ma-ni, his x mark, The One who Shoots Walking. [SEAL]
Un-kca-ki-ka, his x mark, The Magpie. [SEAL]
Kan-gi-o-ta, his x mark, Plenty Crow. [SEAL]
Ha-ma-za, his x mark, Iron Horn. [SEAL]
Shun-ka-i-na-pin, his x mark, Wolf Necklace. [SEAL]
I-we-hi-yu, his x mark, The Man who Bleeds from the Mouth. [SEAL]
He-ha-ka-pa, his x mark, Elk Head. [SEAL]

I-zu-za, his x mark, Grind Stone. [SEAL]
Shun-ka-wi-tko, his x mark, Fool Dog. [SEAL]
Ma-kpi-ya-po, his x mark, Blue Cloud. [SEAL]
Wa-mni-pi-lu-ta, his x mark, Red Eagle. [SEAL]
Ma-to-can-te, his x mark, Bear's Heart. [SEAL]
A-ki-ci-ta-i-tan-can, his x mark, Chief Soldier. [SEAL]

Attest:

Jas. C. O'Connor.
Nicholas Janis, interpreter.
Franc. La Frambois[e], interpreter.
P. J. DeSmet, S.J., missionary among the Indians.
Saml. D. Hinman, missionary.

Executed on the part of the Blackfeet band of the Sioux by the chiefs and headmen whose names are hereto subscribed, they being thereunto duly authorized.

Can-te-pe-ta, his x mark, Fire Heart. [SEAL]
Wan-mdi-kte, his x mark, The One who Kills Eagle. [SEAL]
Sho-ta, his x mark, Smoke. [SEAL]
Wan-mdi-ma-ni, his x mark, Walking Eagle. [SEAL]
Wa-shi-cun-ya-ta-pi, his x mark, Chief White Man. [SEAL]
Kan-gi-i-yo-tan-ke, his x mark, Sitting Crow. [SEAL]
Pe-ji, his x mark, The Grass. [SEAL]
Kda-ma-ni, his x mark, The One that Rattles as he Walks. [SEAL]
Wah-han-ka-sa-pa, his x mark, Black Shield. [SEAL]
Can-te-non-pa, his x mark, Two Hearts. [SEAL]

Attest:

Jas. C. O'Connor.
Nicholas Janis, interpreter.
Franc. La Framboise, interpreter.
P. J. DeSmet, S.J., missionary among the Indians.
Saml. D. Hinman, missionary.

Executed on the part of the Cutheads band of the Sioux by the chiefs and headmen whose names are hereto subscribed, they being thereunto duly authorized.

To-ka-in-yan-ka, his x mark, The One who Goes Ahead Running. [SEAL]
Ta-tan-ka-wa-kin-yan, his x mark, Thunder Bull. [SEAL]
Sin-to-min-sa-pa, his x mark, All over Black. [SEAL]
Can-i-ca, his x mark, The One who Took the Stick. [SEAL]
Pa-tan-ka, his x mark, Big Head. [SEAL]

Attest:

Jas. C. O'Connor.
Nicholas Janis, interpreter.
Franc. La Frambois[e], interpreter.
P. J. DeSmet, S.J., missionary among the Indians.
Saml. D. Hinman, missionary.

Executed on the part of the Two Kettle band of the Sioux by the chiefs and headmen whose names are hereto subscribed, they being thereunto duly authorized.

Ma-wa-tan-ni-han-ska, his x mark, Long Mandan. [SEAL]
Can-kpe-du-ta, his x mark, Red War Club. [SEAL]
Can-ka-ga, his x mark, The Log. [SEAL]

Attest:

Jas. C. O'Connor.
Nicholas Janis, interpreter.
Franc. La Framboise, interpreter.
P. J. DeSmet, S.J., missionary among the Indians.
Saml. D. Hinman, missionary.

Executed on the part of the Sans Arch band of the Sioux by the chiefs and headmen whose names are hereto subscribed, they being thereunto duly authorized.

He-na-pin-wa-ni-ca, his x mark, The One that has Neither Horn. [SEAL]
Wa-inlu-pi-lu-ta, his x mark, Red Plume. [SEAL]
Ci-tan-gi, his x mark, Yellow Hawk. [SEAL]
He-na-pin-wa-ni-ca, is x mark, No Horn. [SEAL]

Attest:

Jas. C. O'Connor.
Nicholas Janis, interpreter.
Franc. La Frambois[e], interpreter.
P. J. DeSmet, S.J., missionary among the Indians.
Saml. D. Hinman, missionary.

Executed on the part of the Santee band of the Sioux by the chiefs and headmen whose names are hereto subscribed, they being thereunto duly authorized.

Wa-pah-shaw, his x mark, Red Ensig. [SEAL]
Wah-koo-tay, his x mark, Shooter. [SEAL]
Hoo-sha-sha, his x mark, Red Legs. [SEAL]
O-wan-cha-du-ta, his x mark, Scarlet all over. [SEAL]

Wau-mace-tan-ka, his mark x, Big Eagle. [SEAL]
Cho-tan-ka-e-na-pe, his x mark, Flute-player. [SEAL]
Ta-shun-ke-mo-za, his x mark, His Iron Dog. [SEAL]

Attest:

Saml. D. Hinman, missionary.
J. N. Chickering,
Second Lieutenant, Twenty-second Infantry, brevet captain, U.S. Army.
P. J. DeSmet, S.J.
Nicholas Janis, interpreter.
Franc. La Framboise, interpreter.

AGREEMENT WITH THE SIOUX OF VARIOUS TRIBES

Oct. 17, 1882 to Jan. 3, 1883

Unratified

See H. R. Ex. Dc. 68, 47th Congress, 2d session.

This agreement made pursuant to an item in the sundry civil act of Congress, approved August 7, 1882, by Newton Edmunds, Peter C. Shannon, and James H. Teller, duly appointed commissioners on the part of the United States, and the different bands of the Sioux Indians by their chiefs and headmen whose names are hereto subscribed, they being duly authorized to act in the premises, witnesseth that--

ARTICLE I.

Whereas it is the policy of the Government of the United States to provide for said Indians a permanent home where they may live after the manner of white men, and be protected in their rights of property, person and life, therefore to carry out such policy it is agreed that hereafter the permanent of the various bands of said Indians shall be upon the separate reservations hereinafter described and set apart. Said Indians, acknowledging the right of the chiefs and headmen of the various bands at each agency to determine for themselves and for their several bands, with the Government of the United States, the boundaries of their separate reservations, hereby agree to accept and abide by such agreements and conditions as to the location and boundaries of such reservations as may be made and agreed upon by the United States and the band or bands for which such separate reservation may be made, and as the said separate boundaries may be herein set forth.

ARTICLE II.

The said Indians do hereby relinquish and cede to the United States all of the Great Sioux Reservations reserved to them by the treaty of 1868, and modified by the agreement of 1876 not herein specifically reserved and set apart as separate reservations for them. The said bands do severally agree to accept and occupy the separate reservations to which they are herein assigned as their permanent homes, and they do hereby severally relinquish to the other bands respectively occupying the other separate reservations, all right, title, and interest in and to the same reserving to themselves only the reservation herein set apart for their separate use and occupation.

ARTICLE III.

In consideration of the cession of territory and rights, as herein made, and upon compliance with each and every obligation assumed by the said Indians, the United States hereby agrees that each head of a family entitled to select three hundred and twenty acres of land, under Article 6, of the treaty of 1868, may, in the manner and form therein prescribed, select and secure for purposes of cultivation, in addition to said three hundred and twenty acres, a tract of land not exceeding eighty (80) acres within his reservation, for each of his children, living at the ratification of this agreement, under the age of eighteen (18) years; and such child, upon arriving at the age of eighteen years shall have such selection certified to him or her in lieu of the selection granted in the second clause of said Article 6; but no right of alienation or encumbrance is acquired by such selection and occupation: unless hereafter authorized by act of Congress.

ARTICLE IV.

The United States further agrees to furnish and deliver to the said Indians Atwenty-five thousand cows, and one thousand bulls, of which the occupants of each of said separate reservations shall receive such proportion as the number of Indians thereon bears to the whole number of Indian parties to this agreement. All of the said cattle and their progeny shall bear the brand of the Indian department, and shall be held subject to the disposal of said department, and shall not be sold, exchanged or slaughtered, except by consent or order of the agent in charge, until such time as this restriction shall be removed by the Commissioner of Indian Affairs.

ARTICLE V.

It is also agreed that the United States will furnish and deliver to each lodge of said Indians or family of persons legally incorporated with them, who shall, in good faith, select land within the reservation to which such lodge or family belongs, and begin the cultivation thereof, one good cow, and one well broken pair of oxen, with yoke and chain, within reasonable time after making such selection and settlement.

ARTICLE VI.

The United States will also furnish to each reservation herein made and described, a physician, carpenter, miller, engineer, farmer, and blacksmith, for a period of ten years from the date of this agreement.

ARTICLE VII.

It is hereby agreed that the sixteenth and thirty-sixth sections of each township in said separate reservations shall be reserved for school purposes, for the use of the inhabitants of said reservations, as provided in sections 1946 and 1947 of the revised statutes of the United States. It is also agreed that the provisions of Article 7 of the treaty of 1868, securing to said Indians the benefits of education, shall be con-tinned in force for not less than twenty (20) years, from and after the ratification of this agreement.

ARTICLE VIII.

The provisions of the treaty of 1868, and the agreement of 1876, except as herein modified, shall continue in full force.

This agreement shall not be binding upon either party until it shall have received the approval of the President and Congress of the United States.

Dated and signed at Santee Agency, Nebraska, October 17th, 1882.

Newton Edmunds. [SEAL.]

Peter C. Shannon. [SEAL.]

James H. Teller. [SEAL.]

The foregoing articles of agreement, having been fully explained to us in open council, we the undersigned chiefs and head-men of the Sioux Indians receiving rations and annuities at the Santee Agency, in Knox County, in the State of Nebraska, do hereby consent and agree to all the stipulations therein contained, saving and reserving all our rights, both collective and individual, in and to the Santee Reservation, in said Knox County and State of Nebraska, upon which we and our people are residing.

Witness our hands and seals at Santee Agency this 17th day of October, 1882.

Robert Hakewaste, his x mark. Seal.

John Buoy. Seal.

Joseph Rouillard. Seal.

Solomon Jones. Seal.

William Dick, his x mark. Seal.

Samuel Hawley. Seal.

Eli Abraham. Seal.

Iron Elk, his x mark. Seal.

Husasa, his x mark. Seal.

Harpi yaduta. Seal.

Napoleon Wabashaw. Seal.

Thomas Wakute. Seal.

A.J. Campbell. Seal.

Daniel Graham. Seal.

Star Frazier. Seal.

Albert E. Frazier. Seal.

John White. Seal.

Henry Jones. Seal.

Louis Frenier. Seal.

John Reibe. Seal.

Attest:

Alfred L. Riggs, Missionary to the Dakotas.
W. W. Fowler, Missionary to Santee Sioux.
Isaiah Lightner, U. S. Indian Agent.
Charles Mitchell, U. S. Interpreter.
C. L. Austin, Agency Clerk.
Geo. W. Ira, Agency Physician.

I certify that the foregoing agreement was read and explained by me, and was fully understood by the above-named Sioux Indians, before signing, and that the same was executed by said Sioux Indians, at Santee Agency, county of Knox, and State of Nebraska, on the 17th day of October, 1882.

Sam'l D. Hinman,
Official Interpreter.

It is hereby agreed that the separate reservation for the Indians receiving rations and annuities at Pine Ridge Agency, Dakota, shall be bounded and described as follows, to wit:

Beginning at the intersection of the one hundred and third meridian of longitude with the northern boundary of the state of Nebraska, thence north along said meridian to the south fork of Cheyenne river, and down said stream to a point due west from the intersection of White River with the one hundred and second meridian; thence due east to said point of intersection and down said White River to a point in longitude one hundred and one degrees and twenty minutes west, thence due south to said north line of the State of Nebraska, thence west on said north line to the place of beginning.

Dated and signed at Pine Ridge Agency, Dakota, October 28th, 1882.

Newton Edmunds. [SEAL.]
Peter C. Shannon. [SEAL.]
James H. Teller. [SEAL.]

The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs and headmen of the Sioux Indians receiving rations and annuities at Pine Ridge Agency in the Territory of Dakota, do hereby consent and agree to all the stipulations therein contained.

Witness our hands and seals at Pine Ridge Agency, Dakota, this 28th day of October, 1882.

Mahpiya-luta, his x mark. Seal.
Taopicikala, his x mark. Seal.
Simka-luta, his x mark. Seal.
Simka-wakan-hin-to, his x mark. Seal.
Tatanka-hunka-sni, his x mark. Seal.
Mato-sapa, his x mark. Seal.
Sunanito-wankantuya, his x mark. Seal.
Pehinzizi, his x mark. Seal.
Canker-tanka, his x mark. Seal.
Sunka-bloka, his x mark. Seal.
Wapaha-sapa, his x mark. Seal.
Mim-wanica, his x mark. Seal.
Owa-sica-hoksila, his x mark. Seal.
Toicuwa, his x mark. Seal.
Sumnanito-isnala, his x mark. Seal.
Kisun-sni,-his x mark. Seal.
Hehaka-sapa, his x mark. Seal.
Zitkala-ska, his x mark. Seal.
Ogle-sa, his x mark. Seal.
Sunmanito-wakpa, his x mark. Seal.
Wasicum-tasunke, his x mark. Seal.
Egeonge-word, Captain Polo. Seal.
Akicita-injin, his x mark. Seal.
Tasunko-inyauko, his x mark. Seal.
Wagmu-su, his x mark. Seal.
Wamli-heton, his x mark. Seal.
Kangi-maza, his x mark. Seal.
Sunmanito-ska, his x mark. Seal.
Sunka-unzica, his x mark. Seal.
Mato-sapa, his x mark. Seal.
Hinho-kinyau, his x mark. Seal.
Tasunka-kokipapi, sr., his x mark. Seal.
Hazska-mlaska, his x mark. Seal.
Tasunke-maza, his x mark. Seal.
Okiksahe, his x mark. Seal.
Mato-nasula, his x mark. Seal.
Kangi-cikala, his x mark. Seal.
Wicahhpi-yamin, his x mark. Seal.
Wasicun-waukautuya, his x mark. Seal.
Antoine Leiddeau, his x mark. Seal.
Beaver Morto, his x mark. Seal.
Sam Daon. Seal.
Edward Larramie. Seal.
Wakinyan-peta, his x mark. Seal.

Pehan-luta, his x mark. Seal.
Tasunka-kokipapi, his x mark. Seal.
Conica-wanica, his x mark. Seal.
Suniska-yaha, his x mark. Seal.
Wahanka-wakuwa, his x mark. Seal.
Si-tanka, his x mark. Seal.
Wahukeza-wompa, his x mark. Seal.
Mato-hi, his x mark. Seal.
Wicasa-tankala, his x mark. Seal.
Mato-witkotkoka, his x mark. Seal.
Wankan-mato, his x mark. Seal.
Sunka-himka-sni, his x mark. Seal.
Manka-tamahica, his x mark. Seal.
Cotan-cikala, his x mark. Seal.
John Jangrau, his x mark. Seal.
Charles Jamis, his x mark. Seal.
Richard Hunter, his x mark. Seal.
David Gallineau. Seal.
Thomas Toion, his x mark. Seal.
James Richard, his x mark. Seal.
Opauingowica-kte, his x mark. Seal.
Hogan, his x mark. Seal.
Antoine Provost. Seal.
Benj. Claymore. Seal.
Soldier Storr. Seal.
Sili-kte, his x mark. Seal.
Petaga, his x mark. Seal.
Talo-kakse, his x mark. Seal.
Wiyaka-wicasa, his x mark. Seal.
Zitkala-napin, his x mark. Seal.
Leon F. Pallardy, his x mark. Seal.
J. C. Whelan. Seal.
Sunka-cikala, his x mark. Seal.
Pehin-zizi-si-ca, his x mark. Seal.
Mato-akisyia, his x mark. Seal.
Wasicun-mato, his x mark. Seal.
Wi-cikala, his x mark. Seal.
Taku-kokipa-sni, his x mark. Seal.
Mato-can-wegna-eya, his x mark. Seal.
Mato-Wakuya, his x mark. Seal.

Attest:

S. S. Benedict, U. S. Indian Interpreter.
V. T. McGellicuddy, U. S. End. Ag't.

J. W. Alder, Agency Clerk.
William Garnett, Agency Interpreter.

I hereby certify that the foregoing agreement was read and explained by me and was fully understood by the above named Sioux Indians, before signing, and that the same was executed by said Indians at Pine Ridge Agency, Dakota, on the 29th day of October, 1883.

Sam'l D. Hinman,
Official Interpreter.

It is hereby agreed that the separate reservation for the Indians receiving rations and annuities at Rosebud Agency, Dakota, shall be bounded and described as follows, to wit:-

Beginning on the north boundary of the State of Nebraska, at a point in longitude one hundred and one degrees and twenty minutes west, and running thence due north to White River, thence down said White River to a point in longitude ninety-nine degrees and thirty minutes west, thence due south to said north boundary of the state of Nebraska, and thence west on said north boundary to the place of beginning. If any of said Indians belonging to the Rosebud agency have permanently located east of longitude ninety-nine degrees and thirty minutes, they may hold the lands so located, and have the same certified to them in accordance with the provisions of Article 6, of the treaty of 1868 and Article 3 of this agreement, or they may return to the separate reservation above described, in which case they shall be entitled to receive from the government the actual value of all improvements made on such locations.

Dated and signed at Rosebud Agency, Dakota, this 6th day of November, 1882.

Newton Edmunds. [SEAL.]
James H. Teller. [SEAL.]
Peter C. Shannon. [SEAL.]

The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs and headmen of the Sioux Indians receiving rations and annuities at Rosebud Agency in, the Territory of Dakota, do hereby consent and agree to all the stipulations therein contained.

Witness our hands and seals at Rosebud Agency, Dakota, this 6th day of November, 1882.

Sinto-gleska, his x mark. Seal.
Mato-luzaham, his x mark. Seal.
Wakinyau-ska, his x mark. Seal.
Kangi-sapa, his x mark. Seal.
Mato-ohanka, his x mark. Seal.
Wakinyau-ska, 2nd, his x mark. Seal.
Tasunke-tokeca, his x mark. Seal.
Asampi, his x mark. Seal.
Mahpiya-inazin, his x mark. Seal.
He-to-pa, his x mark. Seal.
Tasimke-wakita, his x mark. Seal.
Sunka-bloka, his x mark. Seal.
Caugleska-wakinyin, his x mark. Seal.
Wamniomni-akicita, his x mark. Seal.
Wanmli-cikala, his x mark. Seal.
Wamli-waste, his x mark. Seal.
Mahpiya-tatanka, his x mark. Seal.
Wapashupi, his x mark. Seal.
Mato-wankantuya, his x mark. Seal.
Igmu-wakute, his x mark. Seal.
Hohaka-gloska, his x mark. Seal.
Mato-ska, his x mark, Capt. Police. Seal.
Pehan-san-mani, his x mark. Seal.
Okise-wakan, his x mark. Seal.
Getau-wakimiyau, his x mark. Seal.
Wakinyau-tomaheca, his x mark. Seal.
Mloka-cikala, his x mark. Seal.
Toka-kte, his x mark. Seal.
Mato-wakan, his x mark. Seal.
Tacauhpi-to, his x mark. Seal.
Ho-waste, his x mark. Seal.
Ito-cantkoze, his x mark. Seal.
Kutepi, his x mark. Seal.
Zaya-hiyaya, his x mark. Seal.
Mato-glakmyau, his x mark. Seal.
Mato-cante, his x mark. Seal.
Cecala, his x mark. Seal.
Pehin-zi-sica, his x mark. Seal.
Pte-he-napin, his x mark. Seal.
Sunsun-pa, his x mark. Seal.
Tasunke-wamli, his x mark. Seal.
Louis Richard. Seal.
Louis Bordeaux. Seal.
Tasunke-hin-zi, his x mark. Seal.

Itoga-otanka, his x mark. Seal.
Tuncan-sila, his x mark. Seal.
Wagleksun-tanka, his x mark. Seal.
Caugleska-sapa, his x mark. Seal.
Wospi-gli, his x mark. Seal.
Naca-cikala, his x mark. Seal.
Cante-maza, his x mark. Seal.
Tatanka-kucila, his x mark. Seal.
Mato-wakuwa, his x mark. Seal.
Si-hauska, his x mark. Seal.
Kinyau-mani, his x mark. Seal.
Tatanka, his x mark. Seal.
Hehaka-wanapoya, his x mark. Seal.
Taspan, his x mark. Seal.
Tasunke-hin-zi, his x mark. Seal.
Wicauhpi-cikala, his x mark. Seal.
Wohela, his x mark. Seal.
Jack Stead. Seal.
Joseph Schweigman. Seal.
Zitkala-sapa, his x mark. Seal.
Mato-najin, his x mark. Seal.
Yahota, his x mark. Seal.
Hunku, his x mark. Seal.
Sunka-wanmli, his x mark. Seal.
Pte-san-wanmli, his x mark. Seal.
Tatanka-ho-waste, his x mark. Seal.
Tasunke-hin-zi, his x mark. Seal.
Tasunke-luzahan, his x mark. Seal.
Kangi-sapa, his x mark. Seal.
Sunka-ha, his x mark. Seal.
Cikala, his x mark. Seal.
Si-husakpe, his x mark. Seal.
Thomas Dorion, his x mark. Seal.
Tacannonpe-waukantuya, his x mark. Seal.
Caza, his x mark. Seal.
Wagluhe, his x mark. Seal.
Ista-toto, his x mark. Seal.
Wahacauka-hinapa, his x mark. Seal.
Mle-wakan, his x mark. Seal.
Hehaka-wanmli, his x mark. Seal.
Si-tompi-ska, his x mark. Seal.
Hehaka-witko, his x mark. Seal.
Sinte-ska, his x mark. Seal.
Wahacauka-waste, his x mark. Seal.
Mato-kinajin, his x mark. Seal.
Mawatani-hanska, his x mark. Seal.

Wanmli-wicasa, his x mark. Seal.
Henry Clairmont, his x mark. Seal.
Cecil Iron-wing. Seal.
Mato-maka-kicum, his x mark. Seal.
Kiyetehan, his x mark. Seal.
Mato-wanmli, his x mark. Seal.
Ite-cihila, his x mark. Seal.
Cante-peta, his x mark. Seal.
William Bordeau. Seal.
Wanmlisun-maza, his x mark. Seal.
Louis Moran, his x mark. Seal.
William Redmond. Seal.
Tatanka-taninyau-mani, his x mark. Seal.
Mato-ite-wanagi, his x mark. Seal.
Wanagi pa, his x mark. Seal.
Baptiste McKinzy, his x mark. Seal.
John Cordier, his x mark. Seal.
Akan-yanka-kte, his x mark. Seal.
Maza-wicasa, his x mark. Seal.
Ipiyaka, his x mark. Seal.
Tunka-yuha, his x mark. Seal.
Tawahacanka-sna, his x mark. Seal.
Cetan-nonpa, his x mark. Seal.
Zuya-hanska, his x mark. Seal.
Mato-wakau, his x mark. Seal.
Wanmli-mani, his x mark. Seal.
Keya-tucuhu, his x mark. Seal.
Cega, his x mark. Seal.
Ohan-ota, his x mark. Seal.
Sunka-wananon, his x mark. Seal.
Dominick Brey. Seal.

Attest:

Jas. G. Wright, U. S. Ind. Ag't.
Chas. P. Jordan, Clerk.
Chas. R. Corey, Physician.
Louis Raulindeane, Agency Interpreter.

I hereby certify that the foregoing agreement was read and explained by me and was fully understood by the above-named Sioux Indians before signing, and that the same was executed by said Indians at Rosebud Agency, Dakota, on the 6th day of November, 1882.

Sam'l D. Hinman,
Official Interpreter.

It is hereby agreed that the separate reservations for the Indians receiving rations and annuities at Standing Rock Agency, Dakota, shall be bounded and described as follows, to wit:- Beginning at a point at low-water mark, on the east bank of the Missouri River, opposite the mouth of cannon ball river; thence down said east bank along said low-water mark to a point opposite the mouth of Grand River, thence westerly to said Grand River, and up and along the middle channel of the same to its intersection with the one hundred and second meridian of longitude; thence north along said meridian to its intersection with the south branch of Cannon Ball River also known as Cedar Creek; thence down said south branch of Cannon Ball River to its intersection with the main Cannon Ball River, and down said main Cannon Ball River to the Missouri River at the place of beginning.

Dated and signed at Standing Rock Agency, Dakota, this 30th day of November, 1882.

Newton Edmunds.[SEAL.]

James H. Teller.[SEAL.]

Peter C. Shannon. [SEAL.]

The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs and head-men of the Sioux Indians, receiving rations and annuities at Standing Rock Agency, in the Territory of Dakota, do hereby consent and agree to all the stipulations therein contained. We also agree that the Lower Yanktonais Indians at Crow Creek, and the Indians now with Sitting Bull, may share with us the above-described separate reservation, if assigned thereto by the United States, with consent of said Indians.

Witness our hands and seals at Standing Rock Agency, Dakota, this 30th day of November, 1882.

Akicita-hauska, his x mark. Seal.

Mato-gnaskinyan, his x mark. Seal.

Mato-nonpa, his x mark. Seal.

Ista-sapa, his x mark. Seal.

Wanmli-waukautuya, his x mark. Seal.

Wakute-mani, his x mark. Seal.

Wiyaka-hanska, his x mark. Seal.

Cante-peta, his x mark. Seal.

John Grass, his x mark. Seal.

Sasunke-luta, his x mark. Seal.

Owape, his x mark. Seal.

Cante-peta, sr., his x mark. Seal.

Mato-wayuhi, his x mark. Seal.

Pahin-ska, his x mark. Seal.

Kangi-atoyapi, his x mark. Seal.

Mato-kawinge, his x mark. Seal.

Wakinyan-watakope, his x mark. Seal.

Tasina-luta, his x mark. Seal.

Tasunke-hin-zi, his x mark. Seal.

Hehaka-okan-nazin, his x mark. Seal.
Maga, his x mark. Seal.
Taloka-inyauke, his x mark. Seal.
Mato-wapostan, his x mark. Seal.
Heton-yuha, his x mark. Seal.
Sungila-luta, his x mark. Seal.
Mastinca, his x mark. Seal.
Sunka-maza, his x mark. Seal.
Wanmli-cikala, his x mark. Seal.
Kangi-mato, his x mark. Seal.
Mato-wankantuya, his x mark. Seal.
Ite-glaga, his x mark. Seal.
Cetan-unzica, his x mark. Seal.
Mato-luta, his x mark. Seal.
Pizi, his x mark. Seal.
Kangi-wanagi, his x mark. Seal.
Wanmdi-mani, his x mark. Seal.
Mato-ska, his x mark. Seal.
Tacanhpi-kokipapi, his x mark. Seal.
Tatanka-cikida, his x mark. Seal.
Wahacanka-sapa, his x mark. Seal.
Sna-waknya, his x mark. Seal.
Cante-tchiya, his x mark. Seal.
Wan-awega, his x mark. Seal.
Wakankdi-sapa, his x mark. Seal.
Ingang-mani, his x mark. Seal.
Wanmdi-sake, his x mark. Seal.
Nakata-wakinyan, his x mark. Seal.
Wanmli-watakpe, his x mark. Seal.
Hato-sabiciya, his x mark. Seal.
Baptiste Rondeau, his x mark. Seal.
Tacanhpi-sapa, his x mark. Seal.
Hato-ite-wakan, his x mark. Seal.
Wakinyan-ska, his x mark. Seal.
Hakikta-nazin, his x mark. Seal.
Hitonkala-ista, his x mark. Seal.
Hanpa-napin, his x mark. Seal.
Waumdi-yuha, his x mark. Seal.
Hinto-kdeska, his x mark. Seal.
Candi-ynta, his x mark. Seal.
Zitka-mani, his x mark. Seal.
Nasula-tonka, his x mark. Seal.
Hohaka-ho-waste, his x mark. Seal.
Sunk-sapa-wieasa, his x mark. Seal.
Mastinca, his x mark. Seal.
Thomas C. Fly. Seal.

Joseph Primeau. Seal.
Leon Primeau. Seal.
Matilda Galpin, her x mark. Seal.
John Pleets. Seal.
Tasumke-ska, his x mark. Seal.
Kangi-maza, his x mark. Seal.
Ota-inyanke, his x mark. Seal.
Wahascanka, his x mark. Seal.
Anoka-sau, his x mark. Seal.
Mato-hota, his x mark. Seal.
Hehakato-tamahoca, his x mark. Seal.
Tamina-wewe, his x mark. Seal.
Waga, his x mark. Seal.
Tatanka-duta, his x mark. Seal.
Mato-wankantuya, his x mark. Seal.
Iyayung-mani, his x mark. Seal.
Magi-wakau, his x mark. Seal.
Wamli-wanapeya, his x mark. Seal.
Can-lea, his x mark. Seal.
Tahim,a-ska, his x mark. Seal.
Hogan-duta, his x mark. Seal.
Sunka-wanzila, his x mark. Seal.
Ite-wakan, his x mark. Seal.
Sunka-wawapin, his x mark. Seal.
Cetau-to, his x mark. Seal.
Inyan-knwapi, his x mark. Seal.
Waukau-inyanka, his x mark. Seal.
Sunka-duta, his x mark. Seal.
Pehin-jasa, his x mark. Seal.
Waumdi-watakpe, his x mark. Seal.
Wapata, his x mark. Seal.
Taopi, his x mark. Seal.
Mato-unzinea, his x mark. Seal.
Zitkadan-maza, his x mark. Seal.
Cetau-iyotanka, his x mark. Seal.
Kangi-napin, his x mark. Seal.
Tatanka-hanska, his x mark. Seal.
Kaddy, his x mark. Seal.
Wanmdi-konza, his x mark. Seal.
Mini-aku, his x mark. Seal.
Mato-sapa, his x mark. Seal.
Makoyate-duta, his x mark. Seal.
Pa-inyankana, his'x mark. Seal.
Mato-zina, his x mark. Seal.
Isanati-win-yuza, his x mark. Seal.
Mato-wastedan, his x mark. Seal.

Hehaka-ho-waste, his x mark. Seal.
Gan-waste, his x mark. Seal.
Itohega-tate, his x mark. Seal.
Hi-seca, his x mark. Seal.
Hunke-sni, his x mark. Seal.
Gilciya, his x mark. Seal.
Owe-nakebeza, his x mark. Seal.
Mato-ho-tanka, his x mark. Seal.
Henry Agard, his x mark. Seal.
Hitonka-sau-sinte, his x mark. Seal.
Antoine Claymore, his x mark. Seal.
Benedict Cihila. Seal.
Charles Marshall, his x mark. Seal.
Tatanka-wanzila, his x mark. Seal.
Tatanka-hauska, his x mark. Seal.
Tatanka-himke-sni, his x mark. Seal.
Kankeca-duta, his x mark. Seal.
Hehaka-cante, his x mark. Seal.
Sna-wakuya, his x mark. Seal.
Citan-pegnaka, his x mark. Seal.
Wasu-mato, his x mark. Seal.
Mato-kawinge, his x mark. Seal.
Nig-woku, his x mark. Seal.
Maza-kan-wicaki, his x mark. Seal.
Waniyutu-wakuya, his x mark. Seal.
Waumdi-wicasa, his x mark. Seal.
Putin-hanska, his x mark. Seal.
Hoksina-waste, his x mark. Seal.
Sam-iyeciya, his x mark. Seal.
Wahaeanka-maza, his x mark. Seal.
Tatanke-ehanna, his x mark. Seal.
Tawacanka-wakinyan, his x mark. Seal.

Attest:

James McLaughlin, U. S. Indian Agent.
James H. Stewart, Agency Clerk.
Thomas H. Miller, Issue Clerk.
Charles Primeau, Interpreter.
Philip L. Wells, Interpreter. .
Joseph Primeau, Interpreter.
M. L. McLaughlin, Agency Interpreter.

I hereby certify that the foregoing agreement was read and explained by me and was fully understood by the above-named Sioux Indians before signing, and that the same was executed by said Indians at Standing Rock Agency, Dakota, on the 30th day of November, 1882.

Sam'l D. Hinman, Official Interpreter.

It is hereby agreed that the separate reservation for the Indians receiving rations and annuities at Cheyenne River Agency, Dakota, and for such other Indians as may hereafter be assigned thereto, shall be bounded and described as follows, to wit:-

Beginning at a point at low-water mark on the east bank of the Missouri River opposite the mouth of Grand River said point being the south-easterly corner of the Standing-Rock Reservation; thence down said east bank of the Missouri River along said low-water mark to a point opposite the mouth of the Cheyenne river; thence west to said Cheyenne River and up the same to its intersection with the one hundred and second meridian of longitude; thence north along said meridian to its intersection with the Grand River; thence down said Grand River, along the middle channel thereof, to the Missouri River, at the place of beginning.

It is also agreed that said Indians shall receive all necessary aid from the government in their removal to said reservation, and when so removed, each of said Indians shall be entitled to receive from the government the full value of all improvements in buildings or on lands owned by him at the time of such removal and lost to him thereby. Said compensation shall be given in such manner and on such appraisements as shall be ordered by the Secretary of the Interior.

Dated and signed at Cheyenne River Agency, Dakota, this 21st day of December.

Newton Edmunds.[SEAL.]

James H. Teller. [SEAL.]

Peter C. Shannon. [SEAL.]

The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs and headmen of the Sioux Indians receiving rations and annuities at the Cheyenne River Agency, in the Territory of Dakota, do hereby consent and agree to all the stipulations therein contained.

Witness our hands and seals at Cheyenne River Agency, Dakota, this 21st day of December, 1882.

Zitkala-kinyan, his x mark. Seal.

Cetan-tokapa, his x mark. Seal.

Cuwi-hda-mani, his x mark. Seal.

Waumli-ohitika, his x mark. Seal.

Mato-wanmli, his x mark. Seal.

Wagmasa, his x mark. Seal.

Toicuwa, his x mark. Seal.

Cuwila, his x mark. Seal.

Waumli-gleska, his x mark Seal.

. Mato-nakpa, his x mark. Seal.

Mato-luta, his x mark. Seal.

Maste-au, his x mark. Seal.

Waunatan, his x mark. Seal.
Nape-wanmiomin, his x mark. Seal.
Cante-wanica, his x mark. Seal.
Seal.Sunka-ha-oin, his x mark. Seal.
Wokai, his x mark. Seal.
Tacauhpi-maza, his x mark. Seal.
Wankan-mato, his x mark. Seal.
Seal.Nato-cikala, his x mark. Seal.
Cetan, his x mark. Seal.
Nahpiya-watakpe, his x mark. Seal.
Maza-hanpa, his x mark. Seal.
Seal.Louis Benoist, his x mark. Seal.
Maga-ska, his x mark. Seal.
Wahacauka-cikala, his x mark. Seal.
Kangi-wakuya, his x mark. Seal.
Sunk-ska, his x mark. Seal.
Pte-san-wicasa, his x mark. Seal.
Wanroll-main, his x mark. Seal.
Mahpiya-iyapata, his x mark. Seal.
Seal.Wicasa-itancan, his x mark. Seal.
Mato-topa, his x mark. Seal.
Siha-sapa-cikala, his x mark. Seal.
Seal.Cawhpi-sapa, his x mark. Seal.
Eugene Bruguier. Seal.
Tatanke-paha-akan-nazin, his x mark. Seal.

Attest:

Wm. A. Swan, United States Indian Agent.
Rob't V. Levers, Agency Clerk.
N. G. Landmepe, Issue Clerk.
Narcisse Narcello, his x mark, Agency Interpreter.
Mark Wells, Interpreter.

It having been understood and agreed by the undersigned commissioners and the Brule Indians at Rosebud Agency, parties to this agreement, that the reservation for the Lower Brule Indians shall be located between the Rosebud Reservation and the Missouri River, it is hereby agreed that the reservation for the said Brule Indians, now at Lower Brule Agency, Dakota, and for such other Indians as may be assigned thereto, shall consist of all that part of township No. 103, range 72, west of the 5th principal meridian, in the Territory of Dakota, lying on the north bank of the White River, together with the tract of land bounded and described as follows, to wit:

Beginning at a point at low-water mark on the east bank of the Missouri River opposite the mouth of the said White River; thence down said east bank of the Missouri River along said low-water mark to a point opposite the mouth of Pratt Creek; thence due south to the forty-third parallel of latitude; thence west along said parallel to a point in longitude ninety-nine degrees and thirty minutes west; thence due north along the eastern boundary of Rosebud Reservation to the White River, and thence down said White River to the Missouri River, at the place of beginning. It is also agreed that said Indians shall receive all necessary aid from the government in their removal to said reservation, and when so removed each of said Indians shall be entitled to receive from the government the full value of all improvements, in buildings or on lands, owned by him at the time of such removal and lost to him thereby. Said compensation shall be made in such manner and on such appraisement as shall be ordered by the Secretary of the Interior.

Witness our hands and seals this 23rd day of January, 1883.

Newton Edmunds. [SEAL.]

James H. Teller. [SEAL.]

Peter C. Shannon. [SEAL.]

Strategic Project Implementation Plan

Appendix II

Public Law 90-468
90th Congress, H. R. 9098
August 8, 1968

An Act

To revise the boundaries of the Badlands National Monument in the State of North Dakota, to authorize exchanges of land mutually beneficial to the Oglala Sioux Tribe and the United States, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, in order to include lands of outstanding scenic and scientific character in the Badlands National Monument, the boundaries of the monument are revised as generally depicted on the map entitled “Badlands National Monument”, numbered NM-BL-7021B, dated August 1967, which is on file and available for public inspection in the offices of the National Park Service, Department of the Interior. The Secretary of the Interior may make minor adjustments in the boundaries, but the total acreage in the monument may not exceed the acreage within the boundaries of the monument that are acquired by the United States shall be subject to the laws and regulations applicable to the monument.

Sec. 2.

(a) Subject to the provisions of subsection (b) hereof, the Secretary of the Interior may, within the boundaries of the monument, acquire lands and interests in lands by donation, purchase with donated or appropriated funds, or exchange, except that any lands or interests in lands owned by the State of South Dakota, a political subdivision thereof, or the Oglala Sioux Tribe of South Dakota may be acquired only with the consent of owner. Notwithstanding any other provisions of law, lands and interests in lands located within the monument under the administrative jurisdiction of any other Federal agency may be transferred to the administrative jurisdiction of the Secretary without a transfer of funds.

(b) As to lands located within the boundaries of the monument but outside the boundaries of the gunnery range referred to in section 3 hereof, the Secretary of the Interior may acquire only rights-of-way and scenic ensemments.

Sec. 3.

Inasmuch as (A) most of the lands added to the Badlands National Monument by section 1 of this Act are inside the boundaries of the Pine Ridge Sioux Indian Reservation, (B) such lands are also within a tract of land forty-three miles long and twelve and one-half miles wide which is in the northwestern part of such Indian reservation and has been used by the United States Air Forces as a gunnery range since the early part of World War II, (C) the tribal lands within such gunnery range were leased by the Federal Government and the other lands within such gunnery range were purchased by the Federal Government from the individual owners (mostly Indians),

(D) the Department of the Air Forces has declared most of such gunnery range lands excess to its needs and such excess lands have been requested by the National Park Service under the Federal Property and Administrative Services Act of 1949, (E) the leased tribal lands and the excess lands within the enlarged Badlands National Monument are needed for the monument, (F) the other excess lands in such gunnery range should be restored to the former Indian owners of such lands, and (G) the tribe is unwilling to sell its tribal lands for inclusion in the national monument, but is willing to exchange them or interests therein for the excess gunnery range lands, which, insofar as the lands within the gunnery range formerly held by the tribe are concerned, should be returned to Indian ownership in any event, the Congress hereby finds that such exchange would be in the national interest and authorizes the following actions:

- (a) All Federal lands and interests in lands within the Badlands Air Force gunnery range that are outside the boundaries of the monument and that heretofore or hereafter are declared excess to the needs of the Department of the Air Force shall be transferred to the administrative jurisdiction of the Secretary of the Interior without a transfer of funds.
- (b) Any former Indian or non-Indian owner of a tract of such land, whether title was held in trust or fee, may purchase such tract from the Secretary of the Interior under the following terms and conditions:
 - (1) The purchase price to a former Indian owner shall be the total amount paid by the United States to acquire such tract and all interest therein, plus interest thereon from the date of acquisition at a rate determined by the Secretary of the Treasury taking into consideration the average market yield of all outstanding marketable obligations of the United States at the time the tract was acquired by the United States, adjusted to the nearest one-eighth of 1 per centum. The purchase price to a former non-Indian owner shall be the present fair market value of the tract as determined by the Secretary of the Interior.
 - (2) Not less than \$100 or 20 per centum of the purchase price, whichever is less, shall be paid at the time of purchase, and the balance shall be payable in not to exceed 20 years with interest at a rate determined by the Secretary of the Treasury taking into account the current average market yield on outstanding marketable obligations of the United States with twenty years remaining to date of maturity, adjusted to the nearest one-eighth of 1 per centum.
 - (3) Title to the tract purchased shall be held in trust for the purchaser if it was held in trust status at the time the tract was acquired by the United States; otherwise, the title to the tract purchased shall be conveyed to the purchaser subject to mortgage and such other security instruments as the Secretary deems appropriate. If a tract purchased under this subsection is offered for resale during the following ten-year period, the tribe must be given the first right to purchase it.

- (4) The unpaid balance of the purchase price shall be a lien against the land if the title is held in trust and against all rents, bonuses, and royalties received therefrom. In the event of default in the payment of any installment of the purchase price the Secretary may take such action to enforce the lien as he deems appropriate, including foreclosure and conveyance of the land to the Oglala Sioux Tribe.
- (5) An application to purchase the tract must be filed with the Secretary of the Interior within one year from the date a notice is published in the Federal Register that the tract has been transferred to the jurisdiction of the Secretary.
- (6) No application may be filed by more than five of the former owners of an interest in the tract. If more than one such application is filed for a tract the applicants must agree on not more than five of the former owners who shall make the purchase, and failing such agreement all such applications for the tract shall be rejected by the Secretary.
- (7) "Former owner" means, for the purposes of subsection (b) of this section, each person from whom the United States acquired an interest in the tract, or if such person is deceased, his spouse, or if such spouse is deceased, his children.

Sec. 4.

- (a) All Federal lands and interests in lands within the Badlands Air Force gunnery range that are outside the boundaries of the monument, and that have been declared excess to the needs of the Department of the Air Force, and that are not purchased by former owners under section 3 (b), and all lands that have been acquired by the United States under authority of title II of the National Industrial Recovery Act of June 16, 1933 (48 Stat. 200); and subsequent relief Acts, situated within the Pine Ridge Indian Reservation, administrative jurisdiction over which has heretofore been transferred by the President from the Secretary of Agriculture to the Secretary of the Interior by Executive Order Numbered 7868, dated April 15, 1938, shall be subject to the following provisions of this section.
- (b) Any former Indian owner of land that is within the Badlands Air Force gunnery range and outside the boundaries of the monument and that has not been declared excess to the needs of the Department of the Air Force on the date of the enactment of this Act may, within the period specified in section 3 (b) (5), elect (i) to purchase an available tract of land described in section 4 (a) of substantially the same value, or (ii) to purchase the tract formerly owned by him at such time as such tract is declared excess and transferred to the Secretary of the Interior as provided in section 3 (a).

- (c) Any former Indian owner of a tract of land within the boundaries of the monument that was acquired by the United States for the Badlands Air Force gunnery range, and that is transferred to the Secretary of the Interior pursuant to section 2 of this Act, may, within the period specified in section 3 (b) (5), elect (i) to acquire from the Secretary of the Interior a life estate in such tract at no cost, subject to restrictions on use that may be prescribed in regulations applicable to the monument, or (ii) to purchase an available tract of land described in section 4 (a) of substantially the same value.
- (d) Purchases under subsection (b) and clause (ii) of subsection (c) of this section shall be made on the terms provided in section 3 (b).

Sec. 5

- (a) Title to all Federal lands and interests in lands within the boundaries of the Badlands Air Force gunnery range that are outside the boundaries of the monument, and that are transferred to the administrative jurisdiction of the Secretary of the Interior as provided in section 3 (a), including lands hereafter declared to be excess, and that are not selected under sections 3 (b) or 4, and title to all lands within the boundaries of the monument that were acquired by the United States for the Badlands Air Force gunnery range, subject to any life estate conveyed pursuant to section 4 (c), and subject to restrictions on use that may be prescribed in regulations applicable to the monument, which regulations may include provisions for the protection of the black-footed ferret, may be conveyed to the Oglala Sioux Tribe in exchange (i) for the right of the United States to use all tribal land within the monument for monument purposes, including the right to manage fish and wildlife and other resources and to construct visitor use and administrative facilities thereon, and (ii) for title to three thousand one hundred fifteen and sixty-three one-hundredths acres of land owned by the Oglala Sioux Tribe and located in the area of the Badlands Air Force gunnery range which is not excess to the needs of the Department of the Air Force and which is encompassed in civil action numbered 859 W.D. in the United States District Court for the District of South Dakota, if such exchange is approved by the Oglala Sioux Tribal Council. The lands acquired under paragraph (ii) shall become a part of the Badlands Air Force gunnery range retained by the Department of the Air Force. The United States and the Oglala Sioux Tribe shall reserve all mineral rights in the lands so conveyed. The right of the United States to use for monument purposes lands that were tribally owned prior to the date of this Act shall not impair the right of the Oglala Sioux Tribe to use such lands for grazing purposes and mineral development, including development for oil and gas.
- (b) The Oglala Sioux Tribal Council may authorize the execution of the necessary instruments to effect the exchange on behalf of the tribe, and the Secretary may execute the necessary instruments on behalf of the United States.
- (c) After exchange is effected the title of the Oglala Sioux Tribe to the property acquired by the exchange shall be held in trust subject to the same restrictions and authorities that apply to other lands of the tribe that are held in trust.

Sec. 6

The Oglala Sioux Tribe may convey and the Secretary of the Interior may acquire not to exceed forty acres of tribally owned lands on the Pine Ridge Indian Reservation for the purpose of erecting thereon permanent facilities to be used to interpret the natural phenomena of the monument and the history of the Sioux Nation; *Provided*, That no such conveyance shall be made until sixty days after the terms thereof have been submitted to the Interior and Insular Affairs Committees of the House of Representatives and the Senate.

Strategic Project Implementation Plan

Appendix III

Point of Contact Information

Organization	Title	Mailing Address	E-mail	Telephone Fax
BBRPO	Director	P.O. Box 3010 Pine Ridge, SD 57770	ostbbrp@gwtc.net	605-867-1271 605-867-5044
OSTEPP	Director	P.O. Box 320 Pine Ridge, SD 57770	ostepkim@gwtc.net	605-867-5236 605-867-1845
NRRA	Director	P.O. Box 320 Pine Ridge, SD 57770		605-867-5624 605-867-5044
OSRWSS	Director	P.O. Box 386 Pine Ridge, SD 57770		605-867-1999 605-867-2114
Department of Defense	Deputy Under Secretary of Defense (Environmental Security)	3000 Defense Pentagon DUSD (ES) Office of the Under Secretary of Defense		
Omaha District, USACE	Project Manager	2 Central Park Plaza, 10 th Floor, 222 S. 15 th Street Omaha, NE 68102	Kirk.D.Engelbart@usace.army.mil Joseph.M.Slattery@usace.army.mil	402-221-7160 402-221-7796
Huntsville District, USACE	Project Manager			256-895-1598
USAF, Ellsworth	Project Manager	Ellsworth AFB, SD	Dell.Petersen@ellsworth.af.mil	605-385-2675
Badlands National Park	Superintendent	P.O. Box 6 Interior, SD 57750	William_Supernaugh@nps.gov	605-433-5361 605-433-5404
BIA	Superintendent			
EPA	Project Manager	Mail Code: 8EPA-F 999 18 th Street, Suite 500 Denver, CO 80202-2466	Mashburn.jeff@epa.gov	303-312-6665 303-312-6067

South Dakota DENR			Tony.Anderson@state.sd.us	605-773-6477
South Dakota Army Reserve National Guard		2873 W. Main Street Rapid City, SD 57702	greyd@sd-army-ngs.army.mil	

Strategic Project Implementation Plan

Appendix IV

Summary

In order to support the need to identify areas of potential UXO contamination, the application of advanced technologies, such as remote sensing, may be useful in the detection, identification, and characterization of UXO and associated buried waste sites. In many cases, a number of unique and difficult conditions exist at installations such as the former Badlands Bombing Range which provides incentive for the use of a variety of remote sensing technologies. These conditions include:

- ordnance and weapons testing artifacts occurring as individual ordnance or as concentrations of ordnance and munitions at the surface or buried in trenches and pits
- the areas containing ordnance and weapons testing artifacts are dispersed across large geographic areas having diverse terrain and complex geology
- some of the areas of concern may contain endangered plant and animal species or cultural and/or archeological sites which are sensitive and cannot be disturbed
- the potential for inadvertent detonation of unstable UXO, making safety a paramount concern

Various studies conducted by DoD have assessed the cost of identifying and mapping UXO to be in excess of \$500 million based on conventional surface-based technologies. Considerable cost savings can be generated by reducing the footprint of the areas of concern to only those areas where UXO or buried waste sites actually exist. Strong rationale exists to support the concept that remote sensing is the most cost effective means by which to perform this footprint reduction while addressing the concerns outlined above.

Background

In June of 1999, the U.S. Army Corps of Engineers Engineering Support Center, Huntsville (USAESCH) and the Department of Energy's Oak Ridge National Laboratory (ORNL) conducted an airborne remote sensing survey at the former Badlands Bombing Range as part of a technology demonstration and validation project for the Environmental Security Technology Certification Program (ESTCP) office. The objectives of the survey were to validate detection and characterization of ordnance and ordnance-related debris in previously surveyed areas (using surface-based technologies) by using airborne remote sensing technology. The technology selected for demonstration at these sites was an airborne magnetometer system deployed on a commercial helicopter platform. The principal geophysical sensor platform was the High-Sense Helicopter Mounted Magnetic Mapping system (HM3™). Ancillary equipment included real time differentially-corrected Global Positioning System (GPS) navigation and data positioning, laser and radar altimeter, fluxgate magnetometer, and base station magnetometer and global positioning system (GPS).

Potential benefits of the application of the airborne remote sensing technologies include the ability to rapidly survey large geographic areas, provide a safe distance from the ordnance during survey activity, and cost-effectively determine the prospective locations for ordnance and ordnance-related debris in order to direct surface-based reacquisition and remediation activities (also known as “footprint reduction”).

Aerial Remote Sensing Survey

The survey was conducted over 6 sites at the Cuny Table in the former Badlands Bombing Range as depicted in Figure 1. These sites included:

- Site 1, also known as the Cuny Table Bomb Target, is an area on the western portion of Cuny Table that is unfenced and easily accessible. This site contains a target that is clearly visible (see Figure 2). Ordnance found at this site includes M38 practice bombs.
- Site 2, also known as the Aerial Gunnery Target, is an area which is also on the western portion of Cuny Table that is unfenced and easily accessible. Ordnance found at this site includes both M38 practice bombs and 2.75-inch rockets.
- Site 3, also known as Cuny Table Burial Pit, Section 15, is an area on the south central portion of the Cuny Table that is fenced and easily accessible. The pit is located in a plowed field. No ordnance or ordnance debris of any type has been found in this field and there are no obvious features that indicate that a target is present in this area.
- Site 4, also known as Cuny Table Burial Pit, Section 17, is an area on the northeastern portion of the Cuny Table that is fenced and easily accessible. The pit is located in a plowed field. No ordnance or ordnance debris of any type has been found in this field and there are no obvious features that indicate that a target is present in this area.
- Site 5, a newly discovered impact area, is located in the northernmost portion of the Cuny Table in an area known as the Stronghold Area (near the Stronghold Table). This site, visible in both satellite and aerial imagery (see Figures 3 and 4), appears to contain a large target. The site is very remote, but is easily accessible, and was found to contain ordnance debris at the surface and apparent impact craters.
- Site 6 is a small controlled test area with seeded items (also known as the calibration site). This area is located directly north of Site 4.

Figure 2 - Aerial image of the Cuny Table Bomb Target (Site 1)



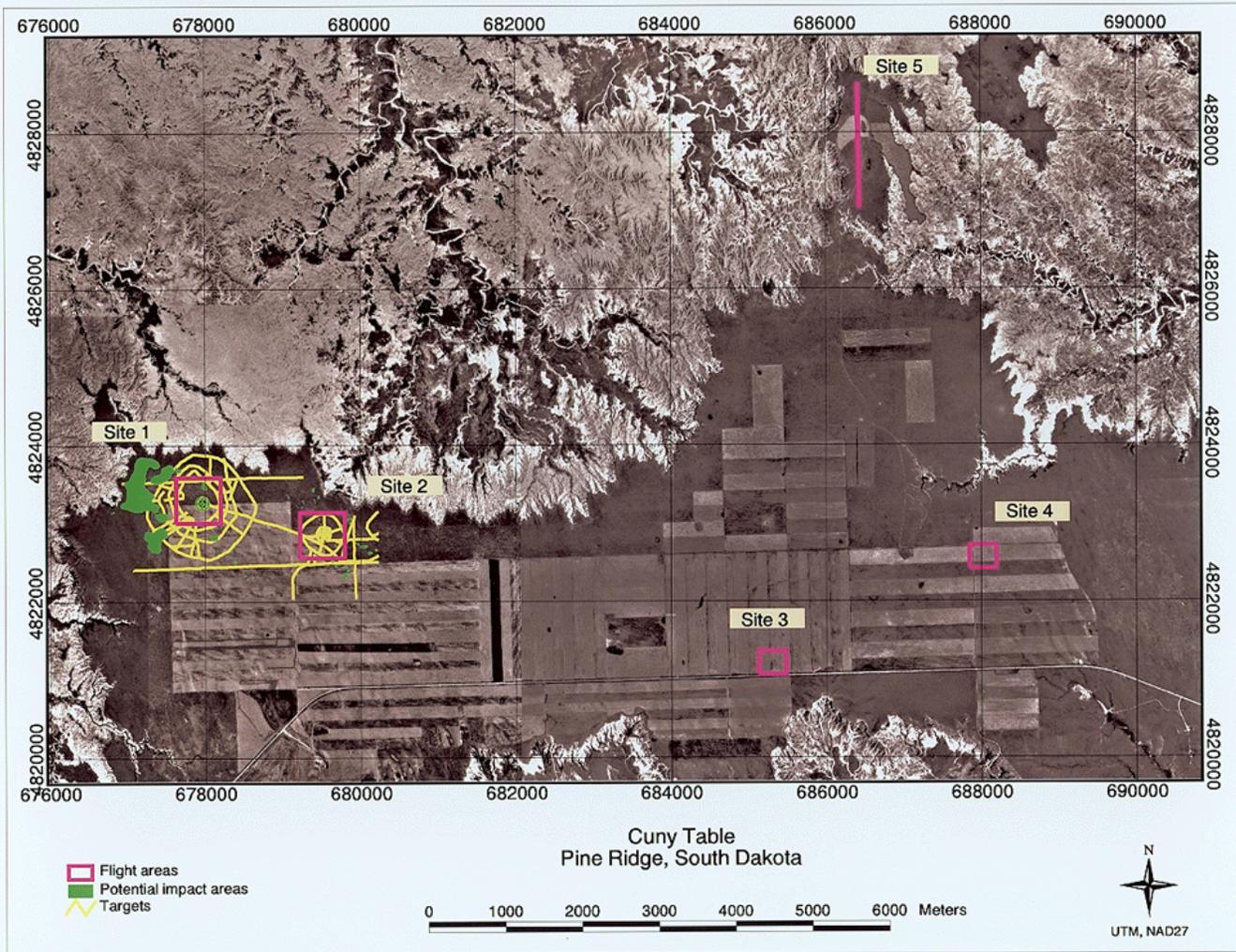
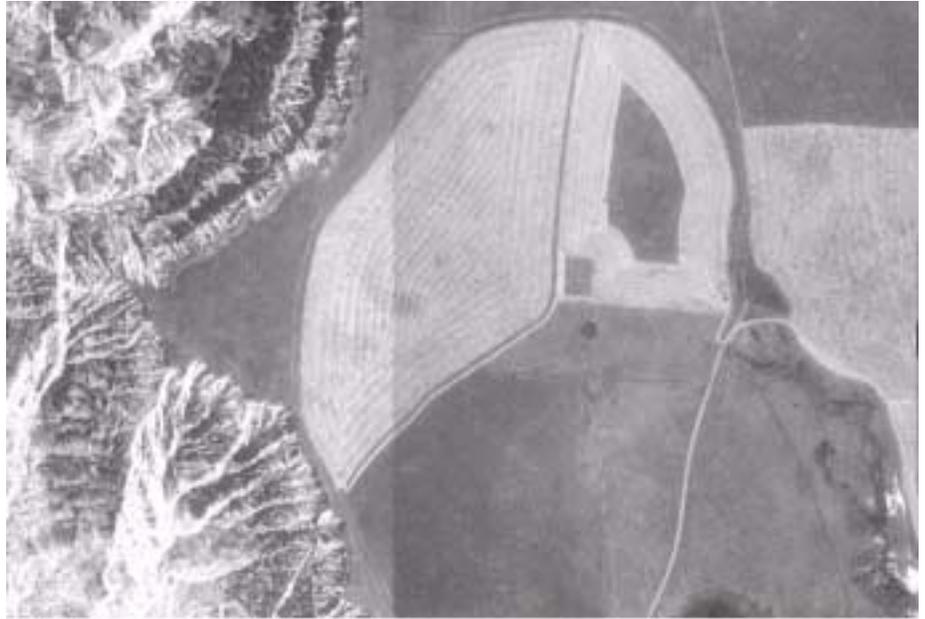


Figure 1 - Aerial image of the Cuny Table with survey areas (denoted in red)

Figure 3 - Suspected impact area in the Stronghold Area of the Cuny Table (declassified Soviet satellite image)



Topography across the area was extremely flat. Trees, buildings, powerlines and other obstacles were rare, and were generally clustered together. Barbed wire livestock fences were the only real obstacle encountered during data collection.

In total, 383 line km of data were collected and presented from all three sensors. The area surveyed was approximately 116 ha (approximately 287 acres). Data sample density on the ground depends on the speed of the aircraft. Nominal spacing between lines was 3 m. At 50 Hz data recording rate and an average air speed of 20 m/s (approximately 45 mph), the spacing between sequential readings along a flight line was 0.4 m.

Figure 4 - Aerial image of suspected target in Stronghold Area of the Cuny Table (this area is the same as depicted in Figure 3 above)



Airborne Geophysical Remote Sensing Technology

Many methods have been proposed for the detection and identification of UXO. Surface and airborne measurements of the perturbations in the direction and/or strength of the earth's magnetic field can be used to locate underground magnetized objects and structures. Although these methods have typically been used to characterize geologic features, airborne magnetometers have not been used for UXO detection due to limitations in the physics and an inability to position the magnetic sensors in close proximity to the ground. However, recent advances in airborne magnetic systems have enabled demonstrations of capabilities which approach those of surface-based systems.. While most methods require surface-deployed instrumentation (usually providing greater sensitivity), these methods generally have significantly higher acquisition costs (ranging from \$1,000 to \$20,000 per acre, depending on site conditions), are extremely time-consuming, and may present risks to personnel and equipment (not to mention the environment).

Both total field and directional magnetometers can be deployed in fixed wing aircraft, but such a deployment cannot support the low altitudes and slow air speeds required for UXO-related applications. For helicopter surveys, the greatest sensitivity and shortest repeat interval are achieved with total field instruments employing optically-pumped sensors, such as cesium vapor magnetometers. These instruments are often deployed in pairs and are arranged with one lying either directly above or horizontally opposed to the other at a fixed spacing to measure vertical and/or horizontal magnetic gradients.

Figures 5 and 6 - HM3™ airborne magnetometer platform at Badlands Bombing Range



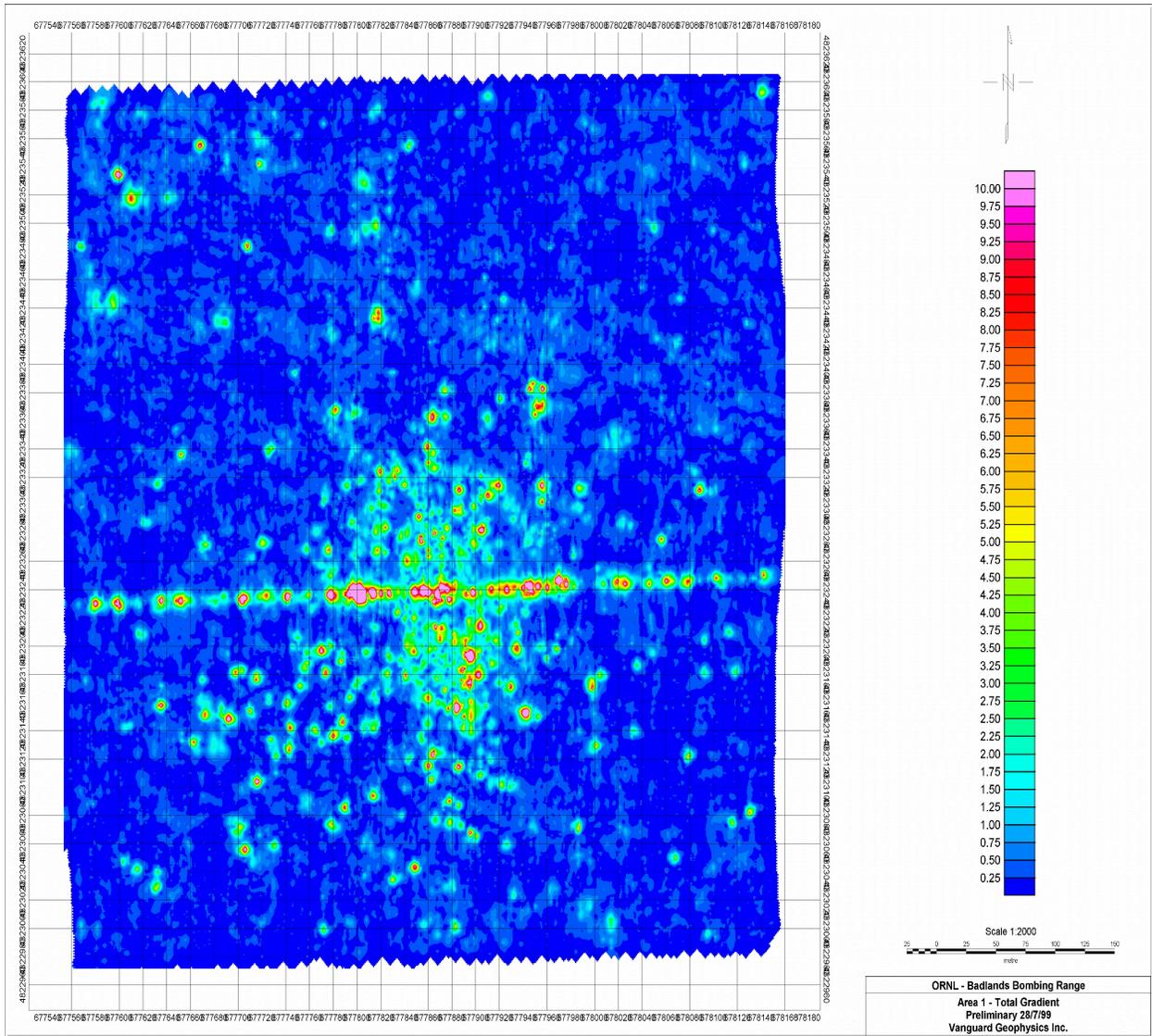
Altitude and flight path spacing and natural and instrument noise levels determine the minimum target size that can be detected using airborne methods. Depths of several meters may be detected with airborne magnetic instruments when applied to UXO and UXO-related items. Surface magnetic measurements can be used in follow-up surveys to detect much smaller objects.

In the HM3™ system utilized for the project described in this document (see Figures 5 and 6), cesium vapor magnetometers were mounted in the tips of three rigid 6 m booms (one forward, two lateral) mounted on the underside of the aircraft. This configuration enabled a nominal flight altitude of 1 to 3 meters above the earth's surface. Survey lines were interleaved so that three traces of total field data were collected for each flight line providing a nominal line spacing of 3 meters. Noise effects are accommodated by using high sample rates with appropriate filters; by close monitoring of the pitch, roll, yaw, and flight path of the helicopter; and by correcting the data on the basis of calibration data. These calibration data measure the effects of orientation when the helicopter is the only significant source of magnetic interference. The acquisition process concludes with real time signal processing to remove noise.

Airborne Magnetometer Survey Results

Preliminary results for the airborne magnetometer survey are illustrated in Figures 7, 8, and 9. Potential ordnance and ordnance-related items of interest (also known as "anomalies") represented in the data sets can be seen as the multicolor geometric shapes. It is not known at this time what each of the anomalies represents with regard to the sites on the Cuny Table. The exception to this is the Calibration Site, which contains known ordnance items at specified depths and orientations (see Figures 8 and 9). Current estimates and extrapolations of the collected data sets suggests that the airborne magnetometer system can detect and map objects that weigh as little as 8 to 9 lbs. and which are located at depths approaching 2 feet. Note again that these are preliminary results that will be validated by excavation of the anomalies at Sites 1 through 5.

Figure 7 - Airborne-acquired magnetic data for Site 1. Note the barbed wire fence row crossing the center of the target area



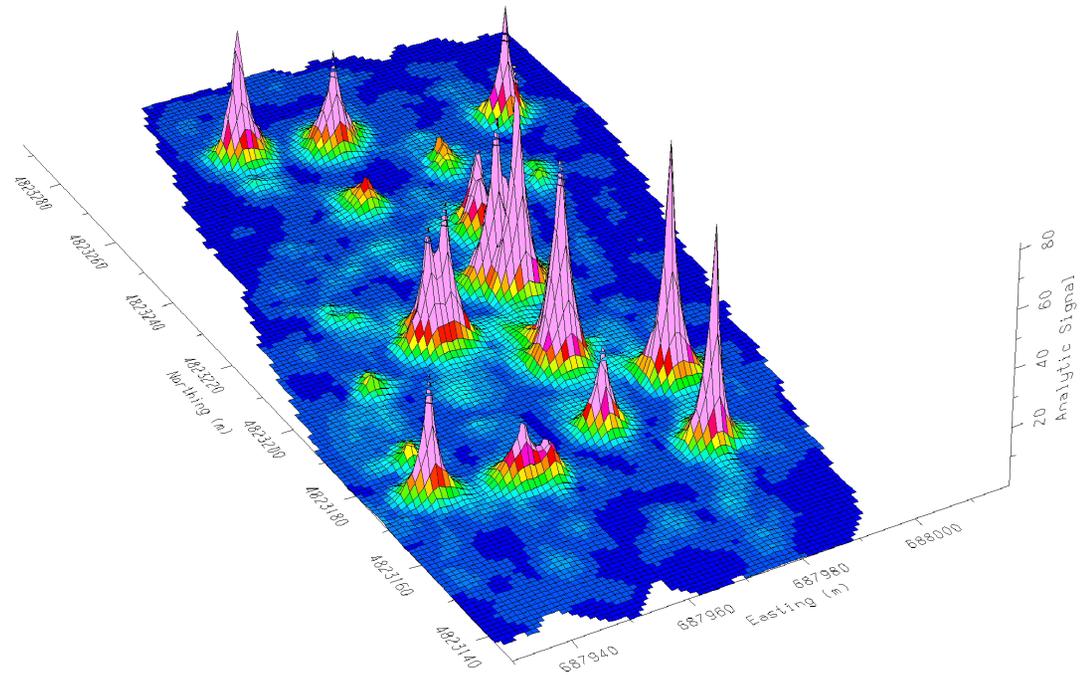
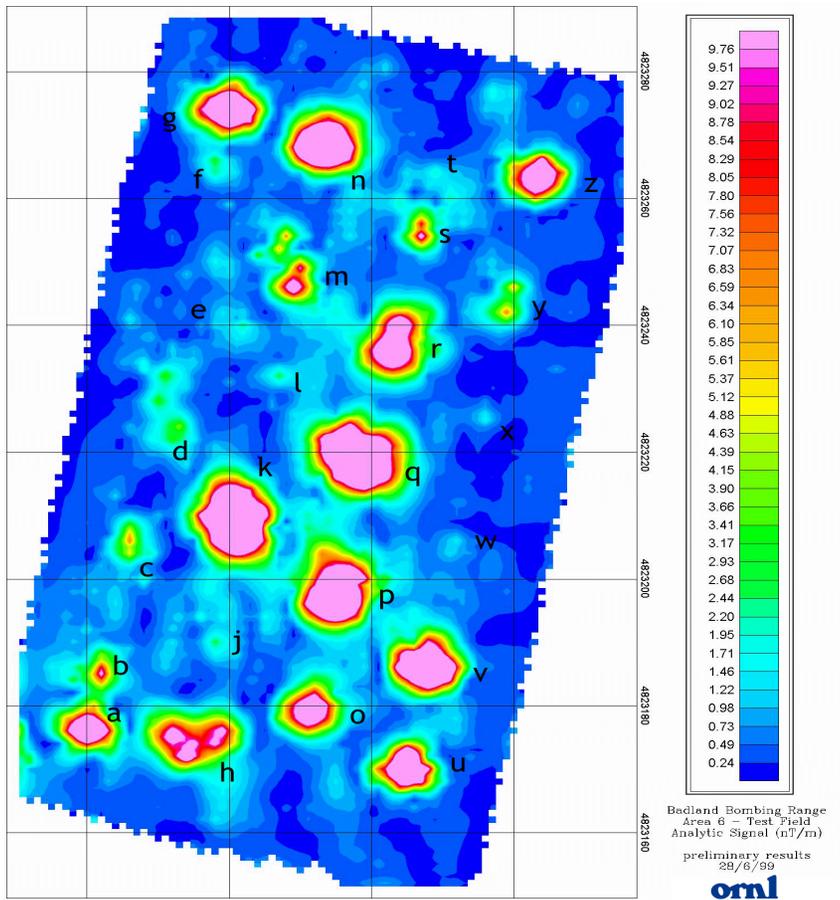


Figure 8 - Calibration site analytic signal data collected with the HM3™ airborne magnetometer system analytic signal data
 Figure 9 - 3-dimensional representation of the Calibration Site

Volume II

1. Problem

- 1.1. The problem is the existence of UXO on the BBR.

2. Trust Responsibilities

- 2.1. The overall trust responsibility is with the United States Government with the lead organization being the Department of Defense.

- 2.2. Other agencies and departments shall contribute as necessary during the evolution of this project.

3. Method

- 3.1. The methods to execute this project are as follows:

- 3.1.1. Investigate

- 3.1.1.1. The EE/CA is an investigation to determine the magnitude of ordnance present on the BBR and if further studies are warranted.

- 3.1.2. Characterize

- 3.1.2.1. Following the EE/CA, an actual site characterization shall be completed for both OE and HTW.

- 3.1.3. Remediate

- 3.1.3.1. As the BBR is being characterized, remediation shall be conducted in the form of TCRA and NTCRA.

- 3.1.3.2. Remediation shall be conducted to levels discussed in Volume I of this document.

3.1.4. Management

- 3.1.4.1. Following the initial remediation of UXO and HTW, a staff shall be maintained at the BBRPO to allow for anomalies as they are discovered.

4. Resources

- 4.1. The BBRPO shall participate with all phases described above for the duration of the project.
- 4.2. The U.S. Government and its contractors shall participate jointly under mutual agreement between the OST and the U.S. Government.

5. Tasks

- 5.1. The following tables provide tasks necessary to execute the phases discussed above. These tasks are for the BBRPO. Contractor tasks shall be provided in each scope of work issued as negotiated between the U.S. Government and the contractor.

Key

DR - Director

DM – Data Manager/Archivist

TM – Technical Manager

CS – Cultural Resources Specialist

GSM – Geographical Information Manager

UXO – Field Team Personnel

CT – Contractor

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Badlands Bombing Range
Plan by Year
2000

Line Item	Task	Funding Amount (\$1000's)	BBR Resources (see below for identification of personnel)	Potential Funding Source								
				Congressional Set Aside	Congressional Line Item	Cooperative Agreement	FUDS	DSMOA	Department of Interior	HUD	EPA	National Guard (SD)
1	EE/CA Rights of Entry for Sectors 2, 3, 4, 5, 6, 7, 8, 9	100	DM, TM	?	?		X					
2	Clearance activities following EE/CA	500	DR, TM, UXO, CT	?	?		X					
3	HTW activities following EE/CA	350	DR, TM, UXO, CT	?	?		X				X	
4	Quarterly Report of BBRPO Activity	10	DR	?	?	X		X				
5	Quarterly Real Estate Report	20	DR, DM, TM	?	?		X	X				
6	Maintenance of BBR Historical Record	15	DM	?	?		X	X				
7	Development of Cultural Resource Plan	20	DR, CS	?	?		X					
8	Community Involvement	50	DR, DM, TM, CS	?	?		X					
9	Teaming and Professional Development	100	DR, DM, TM, CS, GSM, UXO	?	?	X		X	X			

10	Study Bison re-introduction into the South Unit of the Badlands National Park	75	DR, DM, TM, CT	?	?				X			
11	Clearance for new housing internal to BBR	250	DR, TM, UXO	?	?		X			X		
12	Paleontological Support	75	DR, CS, DM, CT	?	?		X		X			X
13	Archeological Support	75	DR, CS, DM, CT	?	?		X		X			X
14	Surface Surveillance and Report	300	DR, DM, TM, GSM, UXO	?	?		X					
15	Develop Health & Safety Plan	20	CT	?	?	X						
16	Develop Quality Management Plans	40	CT	?	?	X						
17	Develop Standard Operating Procedures	100	CT	?	?	X						
18	Mentor Protégé	100	CT	?	?	X						
19	Maintenance of the SPIP	50	CT	?	?		X					
	Total*	2250				370	1755	195	325	250	350	150

* The total values for each potential source of funding may exceed the overall total due to more than one agency participating.

**Badlands Bombing Range
Plan by Year
2001**

Line Item	Task	Funding Amount (\$1000's)	BBR Resources (see below for identification of personnel)	Potential Funding Source								
				Congressional Set Aside	Congressional Line Item	Cooperative Agreement	FUDS	DSMOA	Department of Interior	HUD	EPA	National Guard (SD)
1	EE/CA Rights of Entry for Sectors 10, 11, 12, 13, 14, 15, 16, 17, 18	100	DM, TM	?	?		X					
2	Clearance activities following EE/CA	500	DR, TM, UXO, CT	?	?		X					
3	HTW activities following EE/CA	350	DR, TM, UXO, CT	?	?		X				X	
4	Quarterly Report of BBRPO Activity	10	DR	?	?	X		X				
5	Quarterly Real Estate Report	20	DR, DM, TM	?	?		X	X				
6	Maintenance of BBR Historical Record	15	DM	?	?		X	X				
7	Community Involvement	50	DR, DM, TM, CS	?	?		X					
8	Teaming and Professional Development	100	DR, DM, TM, CS, GSM, UXO	?	?	X		X	X			

9	Study Bison re-introduction into the South Unit of the Badlands National Park	75	DR, DM, TM, CT	?	?				X			
10	Clearance for new housing internal to BBR	250	DR, TM, UXO	?	?		X			X		
11	Paleontological Support	75	DR, CS, DM, CT	?	?		X		X			X
12	Archeological Support	75	DR, CS, DM, CT	?	?		X		X			X
13	Surface Surveillance and Report	300	DR, DM, TM, GSM, UXO	?	?		X					
14	Initiate development of Cultural Center for the OST and South Unit of the Badlands National Park	500	DR, CT	?	?				X			
15	Mentor Protégé	100	CT	?	?	X						
16	Maintenance of the SPIP	40	CT	?	?		X					
	Total*	2560				210	1775	145	825	250	350	150

* The total values for each potential source of funding may exceed the overall total due to more than one agency participating.

**Badlands Bombing Range
Plan by Year
2002**

Line Item	Task	Funding Amount (\$1000's)	BBR Resources (see below for identification of personnel)	Potential Funding Source								
				Congressional Set Aside	Congressional Line Item	Cooperative Agreement	FUDS	DSMOA	Department of Interior	HUD	EPA	National Guard (SD)
1	EE/CA Rights of Entry for Sectors 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29	100	DM, TM	?	?		X					
2	Clearance activities following EE/CA	500	DR, TM, UXO, CT	?	?		X					
3	HTW activities following EE/CA	350	DR, TM, UXO, CT	?	?		X				X	
4	Quarterly Report of BBRPO Activity	10	DR	?	?	X		X				
5	Quarterly Real Estate Report	20	DR, DM, TM	?	?		X	X				
6	Maintenance of BBR Historical Record	15	DM	?	?		X	X				
7	Community Involvement	50	DR, DM, TM, CS	?	?		X					
8	Teaming and Professional Development	100	DR, DM, TM, CS, GSM, UXO	?	?	X		X	X			

9	Clearance for new housing internal to BBR	250	DR, TM, UXO	?	?		X			X		
10	Paleontological Support	75	DR, CS, DM, CT	?	?		X		X			X
11	Archeological Support	75	DR, CS, DM, CT	?	?		X		X			X
12	Surface Surveillance and Report	300	DR, DM, TM, GSM, UXO	?	?		X					
13	Commence construction of Cultural Center for the OST and South Unit of the Badlands National Park	2500	DR, CT	?	X				X			
14	Mentor Protégé	100	CT	?	?	X						
15	Maintenance of the SPIP	40	CT	?	?		X					
	Total*	4410			2500	210	1775	145	2750	250	350	150

* The total values for each potential source of funding may exceed the overall total due to more than one agency participating.

**Badlands Bombing Range
Plan by Year
2003**

Line Item	Task	Funding Amount (\$1000's)	BBR Resources (see below for identification of personnel)	Potential Funding Source								
				Congressional Set Aside	Congressional Line Item	Cooperative Agreement	FUDS	DSMOA	Department of Interior	HUD	EPA	National Guard (SD)
1	Rights of Entry as necessary	20	DM, TM	?	?		X					
2	Clearance activities following EE/CA	500	DR, TM, UXO, CT	?	?		X					
3	HTW activities following EE/CA	350	DR, TM, UXO, CT	?	?		X				X	
4	Quarterly Report of BBRPO Activity	10	DR	?	?	X		X				
5	Quarterly Real Estate Report	20	DR, DM, TM	?	?		X	X				
6	Maintenance of BBR Historical Record	15	DM	?	?		X	X				
7	Community Involvement	50	DR, DM, TM, CS	?	?		X					
8	Teaming and Professional Development	100	DR, DM, TM, CS, GSM, UXO	?	?	X		X	X			
9	Re-Introduce Bison into the South Unit of the Badlands National Park	500	DR, DM, TM, CT	?	?				X			

10	Clearance for new housing internal to BBR	250	DR, TM, UXO	?	?		X			X		
11	Paleontological Support	75	DR, CS, DM, CT	?	?		X		X			X
12	Archeological Support	75	DR, CS, DM, CT	?	?		X		X			X
13	Surface Surveillance and Report	300	DR, DM, TM, GSM, UXO	?	?		X					
14	Continue construction of Cultural Center for the OST and South Unit of the Badlands National Park	500	DR, CT	?	X				X			
15	Mentor Protégé	100	CT	?	?	X						
16	Maintenance of the SPIP	40	CT	?	?		X					
	Total*	2905			500	210	1685	145	750	250	350	150

* The total values for each potential source of funding may exceed the overall total due to more than one agency participating.

**Badlands Bombing Range
Plan by Year
2004**

Line Item	Task	Funding Amount (\$1000's)	BBR Resources (see below for identification of personnel)	Potential Funding Source								
				Congressional Set Aside	Congressional Line Item	Cooperative Agreement	FUDS	DSMOA	Department of Interior	HUD	EPA	National Guard (SD)
1	Rights of Entry as necessary	20	DM, TM	?	?		X					
2	Clearance activities following EE/CA	500	DR, TM, UXO, CT	?	?		X					
3	HTW activities following EE/CA	350	DR, TM, UXO, CT	?	?		X				X	
4	Quarterly Report of BBRPO Activity	10	DR	?	?	X		X				
5	Quarterly Real Estate Report	20	DR, DM, TM	?	?		X	X				
6	Maintenance of BBR Historical Record	15	DM	?	?		X	X				
7	Community Involvement	50	DR, DM, TM, CS	?	?		X					
8	Teaming and Professional Development	100	DR, DM, TM, CS, GSM, UXO	?	?	X		X	X			
9	Bison management in the South Unit of the Badlands National Park	75	DR, DM, TM, CT	?	?				X			

10	Clearance for new housing internal to BBR as necessary	50	DR, TM, UXO	?	?		X			X		
11	Paleontological Support	75	DR, CS, DM, CT	?	?		X		X			X
12	Archeological Support	75	DR, CS, DM, CT	?	?		X		X			X
13	Surface Surveillance and Report	300	DR, DM, TM, GSM, UXO	?	?		X					
14	Management of the Cultural Center for the OST and South Unit of the Badlands National Park	1500	DR, CT	?	?				X			
15	Mentor Protégé	100	CT	?	?	X						
16	Maintenance of the SPIP	20	CT	?	?		X					
	Total*	3185				210	1475	145	1825	50	350	150

* The total values for each potential source of funding may exceed the overall total due to more than one agency participating.

**Badlands Bombing Range
Plan by Year
2005 and Beyond**

Line Item	Task	Funding Amount (\$1000's)	BBR Resources (see below for identification of personnel)	Potential Funding Source								
				Congressional Set Aside	Congressional Line Item	Cooperative Agreement	FUDS	DSMOA	Department of Interior	HUD	EPA	National Guard (SD)
1	Rights of Entry as necessary	20	DM, TM	?	?		X					
2	Clearance activities as necessary	250	DR, TM, UXO, CT	?	?		X					
3	HTW activities as necessary	250	DR, TM, UXO, CT	?	?		X				X	
4	Quarterly Report of BBRPO Activity	5	DR	?	?	X		X				
5	Quarterly Real Estate Report	10	DR, DM, TM	?	?		X	X				
6	Maintenance of BBR Historical Record	5	DM	?	?		X	X				
7	Community Involvement	10	DR, DM, TM, CS	?	?		X					
8	Teaming and Professional Development	50	DR, DM, TM, CS, GSM, UXO	?	?	X		X	X			
9	Bison Management in the South Unit of the Badlands National Park	75	DR, DM, TM, CT	?	?				X			

10	Clearance for new housing internal to BBR	50	DR, TM, UXO	?	?		X			X		
11	Paleontological Support	25	DR, CS, DM, CT	?	?		X		X			X
12	Archeological Support	25	DR, CS, DM, CT	?	?		X		X			X
13	Surface Surveillance and Report	300	DR, DM, TM, GSM, UXO	?	?		X					
14	Management of Cultural Center for the OST and South Unit of the Badlands National Park	1500	DR, CT	?	?				X			
15	Maintenance of the BBRPO Documentation	40	CT	?	?	X						
	Total*	2615				95	945	70	1675	50	250	50

* The total values for each potential source of funding may exceed the overall total due to more than one agency participating.

Volume III

(OST USE ONLY)

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1. Cultural Resource Plan
2. Budget Matrix-by FY (99 and Beyond)
3. Funding Type-by FY (99 and Beyond)

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