

**PUBLIC NOTICE**

**TO: ALL CHEYENNE AND ARAPAHO TRIBAL MEMBERS  
(18 YEARS AND OLDER ON OR BEFORE MAY 7, 2016)**

**Special Tribal Council Meeting**

**To be held at 10:00 am**

**Concho Community Hall – Concho, Okla.**

In accordance with the Cheyenne & Arapaho Tribes' Constitution, pursuant to Article V. Sec.3 (b) Special Meetings of the Tribal Council may be called by five members of the Legislature or by petition signed by one hundred and fifty Members of the Tribes. All requests for a Special Meeting of the Tribal Council shall be submitted to the Coordinator of the Office of the Tribal Council. Upon receipt of a valid petition, the Coordinator of the Office of the Tribal Council shall call a Special Meeting. The purpose of the Special Meeting shall be indicated in the request for the Special Meeting and no other business shall be conducted at the Special Meeting.

A Special Tribal Council Meeting is being called for on Saturday, May 7, 2016 at 10:00 am. The special tribal council meeting shall be held at the Concho community building, Concho, Okla.

The purpose of this meeting shall be:

**Business:**

1. *A Tribal Council Resolution for Approval of the 2016 Tribal Council Budget Amendment*
2. *A Tribal Council Resolution inviting the Carter Center for Democracy to monitor the 2017 Primary and General Elections*
3. *A Tribal Council Resolution approving and hiring an attorney for the Tribal Council*
4. *A Tribal Council Resolution to Per Cap 100% of the Nez Perce Settlement Money*
5. *A Tribal Council Resolution regarding the Elders*
6. *A Tribal Council Resolution to repeal Tribal Council Resolution No. 050711STC-011*
7. *A Tribal Council Resolution authorizing the construction of the Fonda Community Hall Building*

The following items will be posted at the Office of Tribal Council (located at Concho Community Hall), Concho Community Hall, Watonga Republican, Thomas, Elk City, El Reno Tribune, Weatherford Daily News, and Woodward Newspapers.

Any resolution is available to the public.

In accordance with the Cheyenne & Arapaho Tribes' Constitution, Article V. Sec. 3 (c) The Coordinator of the Office of Tribal Council shall provide notice of all Regular Meetings and Special Meetings of the Tribal Council at least fifteen days before such Meeting.

**Office of the Tribal Council:**

Jennifer Wilkinson, Tribal Council Coordinator, 405/246—8175

Sarah Pedro, Administrative Assistant, 405/246—8730

Office phone: 405/422-7430

P.O. BOX 38, Concho, Okla. 73022

CHEYENNE AND ARAPAHO TRIBES OF OKLAHOMA  
TRIBAL COUNCIL BRANCH  
SPECIAL TRIBAL COUNCIL  
MEETING MINUTES  
MAY 7, 2016  
10:00 AM  
CONCHO COMMUNITY BUILDING  
CONCHO, OKLAHOMA

Invocation was given by Chris Yelloweagle.

Roll call was given by Jennifer Wilkerson, Tribal Council Coordinator. Quorum was established at 10:35 a.m.

Jennifer Wilkerson asked for volunteers for counters for the meeting. Selected as counters were: Martin Yellow Eagle, Matthew Guzman, Lisa Brown, Vincent Scott, Darrell Flyingman, Louella Old Bear, William Billy Youngbird, and Greg Fletcher.

Nominations were open for Tribal Council Chairman. Nominated were Albert Old Crow and Jerry Levi. Vote was taken. Results were: Albert Old Crow: 88 Jerry Levi: 134 Jerry Levi was seated as Tribal Council Chairman for the meeting.

Nominations were open for Tribal Council Secretary. Nomination was Roberta Hamilton. By acclamation, Roberta Hamilton was seated as Tribal Council Secretary for the meeting.

Item one on the agenda was APPROVAL OF THE 2016 TRIBAL COUNCIL BUDGET AMENDMENT. This motion was opened by Chairman Levi. Discussion on the motion included Jennifer Wilkerson and Marlin Hawk. Chairman Levi called for the vote on the APPROVAL OF THE 2016 TRIBAL COUNCIL BUDGET AMENDMENT. Results were:

IN FAVOR: 272  
AGAINST: 5  
ABSTAIN: 3

The motion for **APPROVAL OF THE 2016 TRIBAL COUNCIL BUGET AMENDMENT** was **PASSED**.

Clifton Ellis made a motion to move Item six **REPEALING THE TRIBAL COUNCIL RESOLUTION NO. 050711STC-011** to Item two on the agenda. Motion seconded by Steven Birdshead, Jr. Discussion on the motion included Steven Birdshead, Sr. and Jennifer Wilkerson. Chairman Levi called for the vote on **MOVING ITEM SIX REPEALING THE TRIBAL COUNCIL RESOLUTION NO. 050711STC-011 TO ITEM TWO ON THE AGENDA**. Results were:

IN FAVOR: 221  
AGAINST: 9  
ABSTAIN: 0

The motion to **MOVE ITEM SIX REPEALING THE TRIBAL COUNCIL RESOLUTION NO. 050711STC-011** was **PASSED**.

Item two on the agenda was REPEALING THE TRIBAL COUNCIL RESOLUTION NO. 050711STC-011. This resolution was read by Jennifer Wilkerson. Discussion on the motion included Steven Birdshead, Sr., Jennifer Wilkerson, Greg Fletcher, Darrell Flyingman, Robert Candy, Jusina Mott, and Wilma Blackbear. Chairman Levi called for the vote on REPEALING THE TRIBAL COUNCIL RESOLUTION NO. 050711STC-011. Results were:

IN FAVOR: 55  
AGAINST: 287  
ABSTAIN: 2

The motion for **REPEALING THE TRIBAL COUNCIL RESOLUTION NO. 050711STC-011** **FAILED**.

Item three on the agenda was APPROVING AND HIRING AN ATTORNEY FOR FOR THE TRIBAL COUNCIL. Jennifer Wilkerson read the resolution. There was a motion by Jennifer Wilkerson to amend the resolution to APPROVAL OF THE CONTRACT AND HIRING OF RICK MOORE AND ASSOCIATES FOR TRIBAL COUNCIL ATTORNEY WHICH IS ATTACHED TO ORIGINAL RESOLUTION. This was seconded by Eugene Mosqueda. There was discussion by Jennifer Wilkerson, Connie Yellowman and Darrell Flyingman. Chairman Levi called for the vote on the amendment APPROVAL OF THE CONTRACT AND HIRING OF RICK MOORE AND ASSOCIATES FOR TRIBAL COUNCIL ATTORNEY, WHICH IS ATTACHED TO ORIGINAL RESOLUTION. Results were:

IN FAVOR: 216  
AGAINST: 7  
ABSTAIN: 3

The motion for **AMENDMENT FOR APPROVAL OF THE CONTRACT AND HIRING OF RICK MOORE FOR TRIBL COUNCIL ATTORNEY WHICH IS ATTACHED TO THE ORIGINAL RESOLUTION** was **PASSED**.

Item four on the agenda was INVITING THE CARTER CENTER FOR DEMOCRACY TO MONITOR THE 2017 PRIMARY AND GENERAL ELECTIONS. Roberta Hamilton read the resolution. Roberta Hamilton made a motion for the resolution. This was seconded by Pat Smothers. There was discussion by Roberta Hamilton, Jennifer Wilkerson, Reggie Wassana, Leslie Harjo, and Wallace Avans. Chairman Levi called for the vote on the resolution INVITING THE CARTER CENTER FOR DEMOCRACY TO MONITOR THE 2017 PRIMARY AND GENERAL ELECTIONS. Results were:

IN FAVOR: 274  
AGAINST: 0  
ABSTAIN: 0

The motion for **INVITING THE CARTER CENTER FOR DEMOCRACY TO MONITOR THE 2017 PRIMARY AND GENERAL ELECTIONS** was **PASSED**

Item five on the agenda was **PER CAPPING 100% OF THE NEZ PERCE SETTLEMENT MONEY**. Roberta Hamilton read the resolution. Roberta made a motion for the resolution. This was seconded by Jennifer Wilkerson. There was discussion by Roberta Hamilton. Chairman Levi called for the vote on the resolution **PER CAPPING 100% OF THE NEZ PERCE SETTLEMENT MONEY**. Results were:

IN FAVOR: 346

AGAINST: 0

ABSTAIN: 0

The motion for **PER CAPPING 100% OF THE NEZ PERCE SETTLEMENT MONEY** was **PASSED**.

Item six on the agenda was **BI-ANNUAL PAYMENT OF \$2,500.00 DISTRIBUTED TO EACH ELDER**. This was read by Jennifer Wilkerson. A motion for the resolution was made by Jennifer Wilkerson. This was seconded by Mary Geary. There was discussion by Noreen Starr, Dana Buffalomeat and Darrell Flyingman. Darrell Flyingman made a motion to **AMEND** the resolution as **INCREASE TRIBAL ELDER'S FOOD CARD FROM \$150.00 TO \$300.00 PER MONTH**. This was seconded by Lisa Brown. There was no discussion on the amendment. Chairman Levi called for the vote for the **AMENDMENT TO INCREASE TRIBAL ELDER'S FOOD CARD FROM \$150.00 TO \$300.00 PER MONTH**. Results were:

IN FAVOR: 346

AGAINST: 0

ABSTAIN: 0

The motion to **AMENDMENT TO INCREASE TRIBAL ELDER'S FOOD CARD FROM \$150.00 TO \$300.00 PER MONTH** was **PASSED**.

Jennifer Wilkerson made a motion to **RESCIND RESOLUTION BI-ANNUAL PAYMENT OF \$2,500 DISTRIBUTED TO EACH ELDER** and **CHANGE IT TO THE APPROVED AMENDMENT TO INCREASE TRIBAL ELDER'S FOOD CARD FROM \$150.00 TO \$300.00 PER MONTH**. This was seconded by Carol Whiteskunk. Discussion by Jane Nightwalker. Chairman Levi called for the vote on **RESCIND RESOLUTION BI-ANNUAL PAYMENT OF \$2,500 DISTRIBUTED TO EACH ELDER** and **CHANGE IT TO THE APPROVED AMENDMENT TO INCREASE TRIBAL ELDER'S FOOD CARD FROM \$150.00 TO \$300.00 PER MONTH**. Results were:

IN FAVOR: 341

AGAINST: 0

ABSTAIN: 0

The motion to **RESCIND RESOLUTION BI-ANNUAL PAYMENT OF \$2,500 DISTRIBUTED TO EACH ELDER** and **CHANGE IT TO THE APPROVED AMENDMENT TO INCREASE TRIBAL ELDER'S FOOD CARD FROM \$150.00 TO \$300.00 PER MONTH** was **PASSED**.

Item seven on the agenda was **AUTHORIZING THE CONSTRUCTION OF THE FONDA COMMUNITY HALL BUILDING**. The resolution was read by Chris Yelloweagle. Chris Yelloweagle made a motion for the resolution. This was seconded by Clifton Ellis. There was no discussion. Chairman Levi called for the vote. Results were:

IN FAVOR: 213  
AGAINST: 1  
ABSTAIN: 0

The motion **AUTHORIZING THE CONSTRUCTION OF THE FONDA COMMUNITY HALL BUILDING** was **PASSED**.

Chairman Levi adjourned the meeting at 12:58 p.m. Chairman Levi asked Dale Hamilton to offer a prayer for the noon meal.



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Jerry Levi, Chairman  
Cheyenne and Arapaho Tribal Council  
May 7, 2016



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Roberta Hamilton, Secretary  
Cheyenne and Arapaho Tribal Council  
May 7, 2016

**PASSED**

CHEYENNE & ARAPAHO TRIBES OF OKLAHOMA  
SPECIAL TRIBAL COUNCIL MEETING  
May 7<sup>th</sup>, 2016 @ 10:00 am  
Concho Community Hall, Concho OK

RESOLUTION NUMBER: 050716STC-01

DATE POSTED: April 1st 2016  
DATE PUBLISHED: April 15<sup>th</sup>, 2016  
DATE APPROVED: May 7<sup>th</sup>, 2016

**SUBJECT:** A resolution to approve budget modifications to the 2016 Tribal Council Budget.

**WHEREAS:** The Cheyenne and Arapaho Tribes are a federally recognized Indian Tribe organized Under a Constitution approved by the tribal membership of April 4, 2006 and approved by the Secretary of the Interior; and

**WHEREAS:** Article II, Section 2, Branches of Government, of the Tribes' Constitution establishes that "The power of the government shall be divided into four branches: Tribal Council, Legislative, Executive, and Judicial." and

**WHEREAS:** Article V, Section 1, of the Tribes' Constitution establishes that "The Tribal Council shall be composed of all Members of the Tribes age eighteen and older."

**WHEREAS:** Article V, Section 2 establishes the powers of the Tribal Council and provides, in part, that:

(a). The Tribal Council shall have the power to set policy for the Tribes and shall have all other powers and duties specifically provided by this Constitution.

(c). The Tribal Council shall have the power to establish its own rules of order and procedure.

**WHEREAS:** The 2016 Tribal Council Budget approved by the Tribal Council in the December 12<sup>th</sup>, 2015 Special Tribal Council Meeting was not prepared by the Tribal Council Coordinator and funds were not properly projected for this branch of government to function.

**WHEREAS:** The Tribal Council Coordinator submitted to the legislator a bill to amend the 2016 budget. The legislatures passed the budget modification unanimously by 8 votes on February 13<sup>th</sup> during their regular session. It was vetoed by Eddie Hamilton and during the March 12<sup>th</sup> regular session only 5 legislators voted to override the veto and six votes was needed in order to override the veto. The Tribal Council budget did not pass thru the regular legislative process.

**NOW THEREFORE BE IT RESOLVED:** The Tribal Council of the Cheyenne and Arapaho Tribes hereby approves the budget modifications/amendments for the Tribal Council Branch of government and authorizes the monies for this branch of government to be allocated from gaming revenues.

**BE IT FURTHER RESOLVED:** This budget modification for the Tribal Council will take effect immediately if passed by the Tribal Council.

**CHEYENNE & ARAPAHO TRIBES SPECIAL TRIBAL COUNCIL MEETING**



Chairman, Cheyenne & Arapaho Tribes  
Special Tribal Council Meeting

**ATTEST:**




Secretary, Cheyenne & Arapaho Tribes of Oklahoma  
Special Tribal Council Meeting

**CERTIFICATION**

I, the undersigned, as the Secretary for the Cheyenne & Arapaho Tribes of Oklahoma May 7<sup>th</sup> 2016 Special Tribal Council Meeting do hereby certify that a quorum was present at the duly called Special Tribal Council Meeting held on the 7<sup>th</sup> day of May, 2016, and that the foregoing resolution was adopted by the affirmative vote:

For: 272 Opposed: 5 Abstention: 3 Not Voting: 0

  
Secretary

FY 2016		ORIGINAL	AMEND	TOTAL
Tribal Council		GAMING		

REVENUE

GL CODES

Personnel Expenses

51100	Tribal Council Coordinator Salary	\$ 65,025.00	\$ (2,955.72)	\$ 62,069.28
	TC Secretary Salary	\$ 39,312.00		\$ 39,312.00
53110 53120	FRINGE	\$ 7,055.00	\$ 11,198.49	\$ 11,198.49
53160 53320				
53,310	HEALTH INSURANCE	\$ 8,224.00	\$ 16,448.16	\$ 16,448.16

	<b>Total Personnel Expenses</b>	<b>\$ -</b>	<b>\$ 80,304.00</b>	<b>\$ 64,002.93</b>	<b>\$ 144,306.93</b>
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Operating Expenses

55000	Travel		\$	500.00	\$	5,000.00	\$	5,500.00	
55100	Training				\$	2,000.00	\$	2,000.00	
63100	Advertising				\$	12,000.00	\$	12,000.00	
63400	Postage				\$	1,000.00	\$	1,000.00	
65120	Fuel & Oil				\$	2,000.00	\$	2,000.00	
75610	Attorney				\$	40,000.00	\$	40,000.00	
63800	Cellular Telephones		\$	700.00	\$	2,500.00	\$	3,200.00	
65160	Office Supplies		\$	200.00	\$	1,500.00	\$	1,700.00	
65165	Computer Software & Equipment				\$	2,500.00	\$	2,500.00	
75710	Transportation to TC Meetings				\$	8,000.00	\$	8,000.00	
73300	General Liability				\$	1,000.00	\$	1,000.00	
73400	Vehicle Insurance				\$	1,000.00	\$	1,000.00	
71400	Vehicle Repair and Maintenance				\$	4,500.00	\$	4,500.00	
63500	Printing - Budget Books & Copies				\$	12,000.00	\$	12,000.00	
77700	Annual TC Meal & Mtg Food & Drink				\$	8,000.00	\$	8,000.00	
77700	Tribal Council Meal & Mtg (Special)		\$	22,000.00	\$	28,000.00	\$	50,000.00	
63500	Printing-Copier Rental Fee				\$	4,000.00	\$	4,000.00	
Total Operating Expenses			0	\$	23,400.00	\$	135,000.00	\$	158,400.00

<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 0</b>	<b>\$ 103,704.00</b>	<b>\$ 199,002.93</b>	<b>\$ 302,706.93</b>
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<b>INDIRECT COST - 20%</b>	<b>\$ 0</b>	<b>\$ 20,740.80</b>	<b>\$ 33,167.16</b>	<b>\$ 53,907.96</b>
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<b>TOTAL BUDGET</b>	<b>\$ 0</b>	<b>\$ 124,444.80</b>	<b>\$ 232,170.09</b>	<b>\$ 356,614.89</b>
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**Tribal Council**

**FY 2016**

**ORIGINAL  
GAMING**

**AMEND**

**TOTAL**

**REVENUE**

**GL CODES**

Personnel Expenses

51100

Tribal Council Coordinator Salary

\$ 65,025.00

\$ (2,955.72)

\$ 62,069.28

TC Secretary Salary

\$ 39,312.00

\$ 39,312.00

53110 53120  
53160 53320

**FRINGE**

\$ 7,055.00

\$ 11,198.49

\$ 11,198.49

53,310

**HEALTH INSURANCE**

\$ 8,224.00

\$ 16,448.16

\$ 16,448.16

**Total Personnel Expenses**

\$

-

\$ 89,304.00

\$ 64,902.93

\$ 144,306.93

Operating Expenses

55000

Travel

\$ 500.00

\$ 5,000.00

\$ 5,500.00

55100

Training

\$ 2,000.00

\$ 2,000.00

\$ 2,000.00

63100

Advertising

\$ 12,000.00

\$ 12,000.00

\$ 12,000.00

63400

Postage

\$ 1,000.00

\$ 1,000.00

\$ 1,000.00

65120

Fuel & Oil

\$ 2,000.00

\$ 2,000.00

\$ 2,000.00

75610

Attorney

\$ 40,000.00

\$ 40,000.00

\$ 40,000.00

63800

Cellular Telephones

\$ 2,500.00

\$ 3,200.00

\$ 3,200.00

65160

Office Supplies

\$ 700.00

\$ 1,500.00

\$ 1,700.00

65165

Computer Software & Equipment

\$ 200.00

\$ 2,500.00

\$ 2,500.00

75710

Transportation to TC Meetings

\$ 8,000.00

\$ 8,000.00

\$ 8,000.00

73300

General Liability

\$ 1,000.00

\$ 1,000.00

\$ 1,000.00

73400

Vehicle Insurance

\$ 1,000.00

\$ 4,500.00

\$ 4,500.00

71400

Vehicle Repair and Maintenance

\$ 12,000.00

\$ 8,000.00

\$ 8,000.00

63500

Printing - Budget Books & Copies

\$ 28,000.00

\$ 4,000.00

\$ 4,000.00

77700

Annual TC Meal & Mtg Food & Drink

\$ 22,000.00

\$ 135,000.00

\$ 158,400.00

77700

Tribal Council Meal & Mtg (Special)

\$ 4,000.00

\$ 158,400.00

\$ 158,400.00

63500

Printing-Copier Rental Fee

\$ 135,000.00

\$ 158,400.00

\$ 158,400.00

63500

Printing-Copier Rental Fee

\$ 135,000.00

\$ 158,400.00

\$ 158,400.00

**Total Operating Expenses**

\$

0

\$ 23,400.00

\$ 135,000.00

\$ 158,400.00

**TOTAL PROGRAM EXPENSES**

\$

0

\$ 103,704.00

\$ 199,002.93

\$ 302,706.93

**INDIRECT COST - 20%**

\$

0

\$ 20,740.80

\$ 33,167.16

\$ 53,907.96

**TOTAL BUDGET**

\$

0

\$ 124,444.80

\$ 232,170.09

\$ 356,614.89

## Office of Tribal Council

2016 SALARY, FRINGE BENEFITS, & HEALTH INSURANCE  
BREAKDOWN OF EXPENSES

BEGINNING RATES @ 01/01/16												
POSITION TITLES	EMP	CURRENT RATE	DATES	TOTAL HOURS	BEGINNING SALARY	%	Gaming Funds	TAX Comm	Motor Fuels	IDC	Other	Program Income
Tribal Council Coordinator		\$ 28.42	FROM TO				AMOUNT	%	AMOUNT	%	AMOUNT	%
Assistant	0	\$ 18.00	1/1/2016 12/31/2016	2080	\$ 59,113.60	0%	\$ -	0%	\$ -	0%	\$ -	0%
					\$ 37,440.00	100%	\$ 37,440.00	0%	\$ -	0%	\$ -	100%
SUBTOTAL BEGINNING SALARY:					\$ 96,553.60		\$ 96,553.60		\$ -		\$ -	\$ 96,553.60

COLA INCREASE (EFF. 01/01/16)												
POSITION TITLES	EMP	COLA	DATES	TOTAL HOURS	TOTAL COLA	%	Gaming Funds	TAX Comm	Motor Fuels	IDC	Other	Program Income
Tribal Council Coordinator	0	2%	FROM TO				AMOUNT	%	AMOUNT	%	AMOUNT	%
Assistant	0	2%	1/1/2016 12/31/2016	2080	\$ 1,182.27	0%	\$ -	0%	\$ -	0%	\$ -	0%
					\$ 748.80	100%	\$ 748.80	0%	\$ -	0%	\$ -	100%
SUBTOTAL COLA INCREASE AMOUNT:					\$ 1,931.07		\$ 1,931.07		\$ -		\$ -	\$ 1,931.07

MERIT INCREASE (EFF. 06/01/16) for employees hired before June 1st												
POSITION TITLES	EMP	MERIT RATE	DATES	TOTAL HOURS	TOTAL MERIT	%	Gaming Funds	TAX Comm	Motor Fuels	IDC	Other	Program Income
Tribal Council Coordinator	0	3%	FROM TO				AMOUNT	%	AMOUNT	%	AMOUNT	%
Assistant	0	3%	1/1/2016 12/31/2016	2080	\$ 1,773.41	0%	\$ -	0%	\$ -	0%	\$ -	0%
					\$ 1,123.20	100%	\$ 1,123.20	0%	\$ -	0%	\$ -	100%
SUBTOTAL MERIT INCREASE AMOUNT:					\$ 2,896.61		\$ 2,896.61		\$ -		\$ -	\$ 2,896.61

FRINGE BENEFITS @ 10.35% plus Workmen's Comp Rate (WCR)												
POSITION TITLES	WCR	BEGINNING SALARY	COLA Total	MERIT Total	TOTAL ENDING SALARY	FRINGE @ 10.35% plus WCR	%	Gaming Funds	TAX Comm	Motor Fuels	IDC	Other
Tribal Council Coordinator	0.82	\$ 59,113.60	\$ 1,182.27	\$ 1,773.41	\$ 62,069.28	\$ 6,933.14	0%	\$ 6,933.14	0%	\$ -	0%	\$ -
Assistant	0.5	\$ 37,440.00	\$ 748.80	\$ 1,123.20	\$ 39,312.00	\$ 4,265.35	0%	\$ 4,265.35	0%	\$ -	0%	\$ -
TOTAL FRINGE BENEFITS EXPENSE:						\$ 11,198		\$ 11,198		\$ -		\$ 11,198

HEALTH INSURANCE BREAKDOWN												
POSITION TITLES	FTE	MONTHLY INS. RATE	DATES	# OF MONTHS	HEALTH INSURANCE	%	Gaming Funds	TAX Comm	Motor Fuels	IDC	Other	Program Income
Tribal Council Coordinator	2080	\$685.34	1/1/2016 12/31/2016	12	\$ 8,224.08	0%	\$ 8,224.08	0%	\$ -	0%	\$ -	0%
Assistant	2080	\$685.34	1/1/2016 12/31/2016	12	\$ 8,224.08	0%	\$ 8,224.08	0%	\$ -	0%	\$ -	0%
TOTAL HEALTH INSURANCE:					\$ 16,448		\$ 16,448		\$ -		\$ -	\$ 16,448

TOTAL SALARY, FRINGE BENEFITS, & HEALTH INSURANCE EXPENSES: \$ 129,028 \$ - \$ 129,028 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

Cheyenne and Arapaho Tribes of Oklahoma  
Special Tribal Council Meeting

RESOLUTION NO:  
DATE POSTED:  
DATE PUBLISHED:  
DATE APPROVED:

0507116STC-02  
4-1-16  
4-15-16  
5-7-16

**DID NOT PASS**

SUBJECT: A Tribal Council Resolution to repeal Tribal Council Resolution No. **050711STC-011**

WHEREAS: The Cheyenne and Arapaho Tribes are a federally recognized Indian Tribe organized under the Constitution of the Cheyenne and Arapaho Tribes approved by the tribal membership on April 4, 2006 and accepted by the Secretary of the Interior; and,

WHEREAS: The Cheyenne and Arapaho Constitution, Art. V Section 2 (a) grants the Tribal Council the power to set policy for the Tribes.

WHEREAS: Tribal Council Resolution 050711STC-011 adopts a policy that the Tribal Casino Employees are subject to the personnel policy described in the Lucky Star Casinos' Personnel Manual but not the Tribes' Personnel Policies.


WHEREAS: The Tribal Council now considers it in the best interest of the Tribes to repeal Tribal Council Resolution No. 050711STC-011

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Cheyenne and Arapaho Tribes that Tribal Council Resolution 050711STC-011 is hereby repealed effective immediately.

BE IT FURTHER RESOLVED: That the Chairman of the Tribal Council and the Tribal Council Coordinator is directed and authorized to carry out any actions necessary and proper on the intention of this Resolution.

  
Chairperson

ATTEST:

  
Secretary

Certification

I, understand, as secretary of the \*\*\*\*\*Special Tribal Council Meeting hereby certify that the foregoing resolution was adopted by the Tribal Council of the Cheyenne and Arapaho Tribes of Oklahoma on this 7 day of May, 2016 in \*\*\*\*\* by a vote of 55 for, 287 against and 2 abstentions, a quorum of 75 required and attained and 426 being present, as indicated by a sign-in sheet verified by the Cheyenne and Arapaho Department of Enrollment.

**CHEYENNE & ARAPAHO TRIBES  
SPECIAL TRIBAL COUNCIL MEETING  
MAY 7, 2011  
CONCHO COMMUNITY BUILDING CONCHO, OK**

RESOLUTION NO: 050711STC-011

DATE POSTED:

4/12/11

DATE APPROVED:

5/7/11

**SUBJECT:** Formally adopting a policy of the Tribes that the Tribes' Legislative Branch-Passed Personnel Policy (hereinafter "Tribes' Personnel Policies") shall not apply to the Tribal Casino Employees.

**WHEREAS:** The Cheyenne & Arapaho Constitution ("Chey. & Arap. Const."), Art. V, § 2(a) grants the Tribal Council the power to set policy for the Tribes.


**WHEREAS:** The Legislative Branch has purported to subject the Tribal Casino Employees to the Tribes' Personnel Policies by its consideration of an amended Gaming Ordinance, as that Gaming Ordinance is more particularly described as

**NOW THEREFORE BE IT RESOLVED** that the Cheyenne and Arapaho Tribes hereby formally adopts a policy of the Tribes that the Tribal Casino Employees are subject to the personnel policy as more particularly described in the Lucky Star Casinos' Personnel Manual but not the Tribes' Personnel Policies.

**2011 TRIBAL COUNCIL OF THE  
CHEYENNE & ARAPAHO TRIBES**

  
Chairperson

**ATTEST:**

  
Secretary

**CERTIFICATION**

I, the undersigned, as Secretary of the 2011 Tribal Council of the Cheyenne & Arapaho Tribes, do hereby certify that a quorum was present at the duly called Special Council Meeting held on the 7<sup>th</sup> day of May, 2011, and that the foregoing resolution was adopted by the affirmative vote 15<sup>to</sup> for, 1 opposed, and 5 abstentions.

  
Secretary

PASSED

CHEYENNE & ARAPAHO TRIBES OF OKLAHOMA  
SPECIAL TRIBAL COUNCIL MEETING  
May 7<sup>th</sup>, 2016 @ 10:00 am  
Concho Community Hall, Concho, OK

RESOLUTION NUMBER: DSO716STC-03

DATE POSTED: 4-1-16  
DATE PUBLISHED: 4-15-16  
DATE APPROVED: 5-7-16

**SUBJECT:** TRIBAL COUNCIL APPROVAL TO HIRE AN ATTORNEY TO REPRESENT THE INTERESTS OF THE TRIBAL COUNCIL AUTHORITIES & RESPONSIBILITIES.

**WHEREAS:** The Cheyenne and Arapaho Tribes are a federally recognized Indian Tribe organized Under a Constitution approved by the tribal membership of April 4, 2006 and approved by the Secretary of the Interior; and

**WHEREAS:** Article V, sec. 2(a) of the Constitution grants the Tribal Council the power to set policy for the Tribes and shall have all other powers and duties specifically provided by the Constitution; and

**WHEREAS:** The C&A Supreme Court in an Order, on Dec. 30<sup>th</sup>, 2009, in Case No. SC2007-0002 concluded that the Tribal council in order to defend its interest as a Branch and to enable the Tribal Council Coordinator to defend himself/herself (and the Tribal Council's interests) when the Council Coordinator is sued by anyone having standing to do so, the Tribal Council must be able to employ and/or retain a competent independent Attorney or Attorneys to defend the Branch, and

**WHEREAS:** The C&A Supreme Court also in the Order specifically stated; that because of the obvious conflict-of-interest problems, such legal counsel or legal counsel's law firm may NOT represent the Executive Branch, the Legislative Branch or any Executive Branch Official, any Legislator, the Election Commission, or any Election Commissioner in any capacity. For similar reasons regarding conflict of interests no attorney representing any Branch (or Election Commission) may also represent any persons or entity doing business or seeking to do business with the Tribes; and

**NOW THEREFORE BE IT RESOLVED:** That in accordance with the Supreme Court's Order in SC 2007-0002 the Tribal Council hereby approves the contract of and Employs Rick Dane Moore as the Attorney to represent its interest and Tribal Council Coordinator and the Tribal Council, when it is necessary to do so, on this 7<sup>th</sup> day of May 2016, at the Special Tribal Council Meeting held in Concho Oklahoma.

# Rick Dane Moore and Associates, PLLC



P.O. Box 721775  
Norman, Oklahoma  
73070

(405) 366-0373

INFCABUFFALO@gmail.com

DATE: \_\_\_\_\_

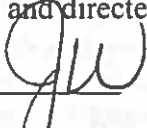
5-16-16

Client's Name: Cheyenne-Arapaho Tribal Council

You have requested that Rick Dane Moore and Associates represent your interests in advising with and consulting the tribal council as well as representation in any trial proceedings that may arise, and we have agreed to do that in accordance with the terms of this letter agreement.

**1. General Representation:** This is a "general representation" agreement. This agreement includes negotiations and arbitration of your interests and the interests of individual Tribe members as assigned. As needed, this agreement may also include trial court representation at the Tribal, State, or Federal level and appeals from trial courts as required and directed.

Initial: \_\_\_\_\_



**2. Initial Payment Required by You:** You agree to pay Rick Dane Moore and Associates the following payments before we assume any representation duties on your behalf.

- a. **Minimum Representation Fee:** To engage our representation of your interests, you agree to pay a **Minimum Representation Fee** in the amount of Ten Thousand Dollars (\$10,000.00), payable immediately. *This is the least amount of your fee obligation to this firm* and will be placed in our attorney trust account.
- b. **Hourly Charge Rate:** This law firm bills at Seventy-Five Dollars (\$75.00) per hour for our law clerks or legal interns, One Hundred Twenty Five Dollars (\$125.00) per hour for Associate Attorneys and Two



Hundred Dollars (\$200.00) per hour for Supervising Attorneys for all tasks completed on your behalf. The minimum billing increment is one-tenth of an hour (6 minutes) for any task, and any portion of one-tenth of one hour will be charged as one-tenth of one hour.

- c. **Retainer:** The Retainer ("Minimum Representation Fee," above) covers Two Hundred Thirty-Three (233) hours of our law clerk's/legal intern's time, Eighty (80) hours of our Associate Attorneys' time, or Fifty (50) hours of Supervising Attorney's time. If you think that your case will or may take less time than that, we will refer you to some other attorney at your request. We keep a record of all time spent, including telephone calls, office, conference, travel time, court time, and other time expended, and our billing, both against your retainer and thereafter, is based on the **Hourly Charge Rate** for all activities.
- d. Any amount which is billed to you for work completed in relation to our representation of you will be billed according to the **Hourly Charge Rate**. Further, this firm reserves the right to request additional retainer payments at such time as your initial retainer is exhausted or nearing exhaustion. Payment for any amount which is billed to you beyond the retainer is due within ten (10) days of receipt of billing.
- e. **Payment in Advance:** This firm requires payment in advance of all work we accomplish on your behalf. We will perform no work for which we have not been paid in advance. We will provide an estimate to you for any work which needs to be performed, and you will be obligated to pay in advance the estimated amount, if you do not have that amount on account with this firm. Some tasks which we must complete require that we complete them within a deadline, and we will need to be paid in advance for these tasks. In the event that funds must be authorized by the Tribe, then a waiver of this provision may be negotiated.
- f. **Charge for Communication:** This firm charges at one-tenth of one hour for all communications, including but not limited to e-mails, text messages, and phone calls. Each e-mail or message that is sent in relation to your case will be billed to you, including messages sent or received by you and messages among staff members in relation to your case.
- g. **Payment Method:** This firm accepts payment by check, wire transfer, or online payment by credit card (Visa, MasterCard, American Express). If you are paying by credit card, you will be charged the **Hourly Charge Rate** from Paragraph 2(b) for the time spent processing your payments. Additionally, you will be charged for any expense which we incur for processing your payments.
- h. **Refund or Balance Due Upon Termination Concerning the Above Payments:** If either you or we terminate our representation, after the requirements associated with my withdrawal have been completed, either you or we may owe the other money, determined according to the following:

Hundred Dollars (\$200.00) per hour for Supervising Attorneys for all tasks completed on your behalf. The minimum billing increment is one-tenth of an hour (6 minutes) for any task, and any portion of one-tenth of one hour will be charged as one-tenth of one hour.

- c. **Retainer:** The Retainer ("Minimum Representation Fee," above) covers Two Hundred Thirty-Three (233) hours of our law clerk's/legal intern's time, Eighty (80) hours of our Associate Attorneys' time, or Fifty (50) hours of Supervising Attorney's time. If you think that your case will or may take less time than that, we will refer you to some other attorney at your request. We keep a record of all time spent, including telephone calls, office, conference, travel time, court time, and other time expended, and our billing, both against your retainer and thereafter, is based on the **Hourly Charge Rate** for all activities.
- d. Any amount which is billed to you for work completed in relation to our representation of you will be billed according to the **Hourly Charge Rate**. Further, this firm reserves the right to request additional retainer payments at such time as your initial retainer is exhausted or nearing exhaustion. Payment for any amount which is billed to you beyond the retainer is due within ten (10) days of receipt of billing.
- e. **Payment in Advance:** This firm requires payment in advance of all work we accomplish on your behalf. We will perform no work for which we have not been paid in advance. We will provide an estimate to you for any work which needs to be performed, and you will be obligated to pay in advance the estimated amount, if you do not have that amount on account with this firm. Some tasks which we must complete require that we complete them within a deadline, and we will need to be paid in advance for these tasks. In the event that funds must be authorized by the Tribe, then a waiver of this provision may be negotiated.
- f. **Charge for Communication:** This firm charges at one-tenth of one hour for all communications, including but not limited to e-mails, text messages, and phone calls. Each e-mail or message that is sent in relation to your case will be billed to you, including messages sent or received by you and messages among staff members in relation to your case.
- g. **Payment Method:** This firm accepts payment by check, wire transfer, or online payment by credit card (Visa, MasterCard, American Express). If you are paying by credit card, you will be charged the **Hourly Charge Rate** from Paragraph 2(b) for the time spent processing your payments. Additionally, you will be charged for any expense which we incur for processing your payments.
- h. **Refund or Balance Due Upon Termination Concerning the Above Payments:** If either you or we terminate our representation, after the requirements associated with my withdrawal have been completed, either you or we may owe the other money, determined according to the following:



Hours Expended by Supervising Attorney x \$200/hr	=	Dollars in charges for Supervising Attorney
Hours Expended by Associate Attorney x 125/hr	=	Dollars in charges for Associate Attorney
Hours Expended by Law Clerk or Legal Intern x 75/hr	=	Dollars in charges for Law Clerk or Legal Intern
Expenses incurred in your case	=	Actual Dollar Amount in Charges
Total Time and Expense Charges to You	=	Total Charges—sum of the above.
Minimum Fee Payment (paragraph 2.A)	=	\$ <u>10,000</u>
Total Minimum Payments by You	=	(minimum fee)

<b>Final Calculation: Total Charges to you</b>	=	<b>Total Charges listed in Line III</b>
<b>Minus the total Payments made by you</b>	=	<b>Line VII above</b>
<b>Refund or Balance Due</b>	=	<b>Balance Due to Me</b>  <b>(or Refund owed to You)</b>

If Line 11 is a negative number, then that is the amount of refund that will be due to you. If the amount in Line 11 is a positive number, that is the amount you still have outstanding to this firm.

Initial: 

**3. Rules and Obligations:** By signing this agreement, you acknowledge that you have the obligation to act in accordance with our office policies and procedures. We require that you are honest and forthright with us in all dealings, that you not attempt to hide any information from us which you believe will be detrimental to your case, that you comply with and follow our instructions and advice, and that you act in conformity with this contract. We are obligated, by the Oklahoma Rules of Professional Conduct for Attorneys, to perform our duties to you in a professional manner. Our contact with you is privileged, we are required to avoid wasteful procedures, and we are required by the Rules to represent your interests aggressively and to the full extent of the law and deal with you honestly. Should we become unable to aggressively represent your interests, the law allows us to withdraw from representing you, as detailed in Paragraph 10 below.

Initial: 

**4. Office Procedures:** This firm employs a number of Attorneys and Legal Interns and/or Law Clerks. It is the policy of this firm to assign tasks to various members of the staff, based upon the difficulty of the task and the obligations of the members of this team. Whenever possible, tasks will be performed by Legal Interns and/or Law Clerks in order to avoid unnecessary costs. The Managing Attorney oversees and reviews all actions taken by Associate Attorneys and/or Law Clerks. By signing this contract, you

agree and consent to any and all members of the staff performing any and all tasks in relation to your case, as assigned at the discretion of the Managing Attorney.

Initial: 

5. **Office Hours, After-Hours Communication.** This office is open Monday through Friday, from 8:00 a.m. until 5:00 p.m. Generally, at least one member of the staff is in the office at all times the office is open. All communication with this office and office members should take place through the office telephone or through designated e-mail addresses during business hours. Should you need to contact any member of this firm outside of regular business hours, you will be charged at ***One and One Half Times the Hourly Charge Rate*** for your communication with that person. The office phone number is 405-366-0373. This is the number at which you should contact any member of this firm. Calls to personal telephone numbers for members of this firm will be billed at 1.5 times the hourly rate for that person, unless such calls are made when the firm member is meeting with you and are made relating to coordinating meeting with that firm member.

Initial: 

6. **Impossibility of Predicting Final Fee:** It is impossible to know in advance the amount of your **Hourly Charge Rate Fee**. Exceedingly complex representations can require in excess of 200 hours of attorney time. We cannot at this time make any guarantee as to the final amount which will be owed by you to this firm. As the nature of our representation of the Tribe is likely to be ongoing, we will, from time to time, require further retainer payments as more further outlined in Paragraph 2, above

Initial: 

7. **Expenses:** If you are the "filing" party, for any action, your minimum expenses will include any necessary court costs and process serving expenses. Mileage expense is the rate recognized by the I.R.S. Long distance telephone expense is the actual cost of long-distance telephone communication. We charge \$0.25 per page for copying and the cost of mailing which we incur on your behalf will be charged to you as an expense. Certain other litigation expenses may, in our judgment, be needed concerning your proper representation. However, before undertaking certain litigation expenses which we may recommend (such as the taking of depositions or the retaining of expert witnesses), we will confer with you regarding our recommendation and require that you advance the anticipated amount of such expense.

Initial: 

8. **Liens to Secure Payment of Fees and Expenses:** Under Oklahoma law, attorneys are entitled to two types of liens against their clients' property to secure payments of fees and expenses. They are: (1) A "**Retaining Lien**" concerning your files, records, documents or property in my possession—simply stated, this means that we are entitled to retain possession of whatever we may have which belongs to you until we are

paid the amount which you owe us or until mutually satisfactory arrangements are made to pay your balance. (2) "**Charging Lien**" concerning the products of the litigation— simply stated, that means we are entitled to a lien against the awards *which you may receive as a result of our representation* for unpaid fees and expenses incurred on your behalf.

Initial: 

**9. Outcome of Litigation:** We cannot assure or guarantee you what the trial or appellate court will do and we cannot guarantee the outcome of any case in which we represent you or any member of the Tribe. The court decides everything that is not settled before trial. Although we will give you our professional opinion about projected outcomes, we can guarantee no particular result in court and do not make any guarantees thereto.

Initial: 

**10. Representation Termination by You or the Firm:** If litigation has been commenced and we are your attorney of record, trial court permission is required before we may withdraw from your representation. Subject to that, it is your right to discharge us at any time for any reason; or, if you have misrepresented or failed to disclose material facts to us, commit or intend to commit perjury or violate another law, fail to follow our advice, if you are unable or unwilling to continue to pay for our representation, or if our aggressive representation of your interest becomes impossible for other cause, we have the right to request a withdrawal from your representation before the litigation is completed if such withdrawal is permitted by the *Oklahoma Rules for Professional Conduct* of attorneys. We do not have the right to object to your termination; you have the right to object to ours and you will be notified of any court hearing in that regard.

Initial: 

**11. Binding and Complete Contract:** Once effective, this representation agreement creates a binding contract and contains all the terms of our agreement concerning fees and expenses, except that we also commit that we will represent your interests in accordance with the *Oklahoma Rules of Professional Conduct*, which contain additional obligations upon attorneys. Once effective, this agreement is binding upon us and it is binding upon you and your successors or assigns. It can be modified only by another written agreement signed by both of us. *You may seek the advice of another attorney before entering into this contract and you should feel free to do so. You should not enter into this contract unless you have read it completely and understand and agree to all of its terms.*

Initial: 

**12. Effectiveness of this Contract:** This agreement becomes effective upon the receipt of a copy of this letter, signed by you, and upon my receipt of the **Minimum Representation Fee and Fee and Expense Deposit** described in paragraph 2, above, and not before.

Initial: 

Best Regards,

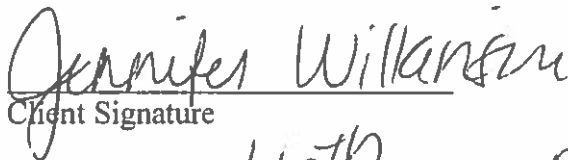


Rick D. Moore and Associates  
Rick Dane Moore, OBA 12148  
Shanda Adams OBA 30811  
P.O. Box 721775  
Norman, OK 73070  
Telephone: (405) 366-0373

### AGREEMENT BY THE CLIENT

I have read the above contract and I understand it. I agree to comply with all of its terms.

Respectfully Submitted,

  
Client Signature

Signed on the 16<sup>th</sup> day of May, 2016.

**PASSED**

CHEYENNE & ARAPAHO TRIBES OF OKLAHOMA  
SPECIAL TRIBAL COUNCIL MEETING  
May 7<sup>th</sup>, 2016 @ 10:00 am  
Concho Community Hall, Concho, OK

RESOLUTION NUMBER: 050816STC-04

DATE POSTED: 4-1-16  
DATE PUBLISHED: 4-15-16  
DATE APPROVED: 5-7-16

**SUBJECT:** TRIBAL COUNCIL RESOLUTION INVITING THE CARTER CENTER TO MONITOR THE 2017 PRIMARY AND GENERAL ELECTIONS.

**WHEREAS:** The Cheyenne and Arapaho Tribes are a federally recognized Indian Tribe organized Under a Constitution approved by the tribal membership of April 4, 2006 and approved by the Secretary of the Interior; and

**WHEREAS:** Article I, Section 2 of the Tribes' Constitution establishes that "Powers not granted to the Government shall be reserved to the People.

**WHEREAS:** Article V, Section 1, of the Tribes' Constitution establishes that "The Tribal Council shall be composed of all Members of the Tribes age eighteen and older." Article V, Section 2 establishes the powers of the Tribal Council and provides, in part, that:

(a). The Tribal Council shall have the power to set policy for the Tribes and shall have all other powers and duties specifically provided by this Constitution.

(b). The Tribal Council shall have the power to authorize the Governor to enter into treaties, compacts, or any contract.

(c). The Tribal Council shall have the power to establish its own rules of order and procedure.

**WHEREAS:** the intent of the 2006 Constitutional Committee, with respect to the Article IX, of the tribes' Constitution, was to ensure fair elections and create a fair, unbiased Election Commission; and

**WHEREAS,** The tribes are currently faced with a protracted legal and political dispute concerning tribal leadership and determination of governmental officers including the electoral positions of governors, Lt. governor and the appointed positions of Attorney general and all judges and justices within the Judicial Branch and in accordance with the tribal constitution and

**WHEREAS,** The primary election that was held on Nov. 5, 2013 ended at a vote count of, 746-Roberta Hamilton/Jerry Levi, 736- Eddie Hamilton/Cornell Sankey. On Nov. 5, 2013 ballots were not placed in a secure location under the supervision and responsibility of the election commission. To which another count was conducted on Nov. 6, 2013 concluding in a tie vote between E. Hamilton/C. Sankey & R. Hamilton/J. Levi. A final count was conducted on Nov. 12, 2013, resulting in a total that added one vote to E. Hamilton/C. Sankey's total, 700, and R. Hamilton/J. Levi's total was 699, and

**WHEREAS,** It has been acknowledged by the tribal council branch, the elections for the 2013 general and primary had several issues that violated the tribes constitution and election commission ordinance, as well as Civil right of individual members of the tribe, such as:

(1) Voters registration list not being completed by the deadline of Aug. 15<sup>th</sup>, in accordance with the tribe's constitution, Art. IX, Sec.8, Procedures. (a) *"The Election commission shall publish a preliminary list of eligible voters no later than June 15<sup>th</sup> of an election year. The enrollment department and the election commission shall cooperate in the development of the preliminary list of eligible voters. Any member of the tribes may challenge a name on or the omission of name from, the preliminary list of eligible voters by filing a written protest with the election commission by July 15<sup>th</sup>. The Election Commission shall decide all written protests to the preliminary list of eligible voter no later August 1<sup>st</sup>, The Election Commission shall publish a final list of eligible voters by Aug. 15<sup>th</sup>."*

(2) Absentee Ballots were not mailed out 21 days prior to elections, violating the duly-registered voter's rights to vote for the respective candidates, not in accordance with the election ordinance.

(3) Ballots boxes were visibly transparent secured by zip ties (no locked boxes), violating Art. IX, Sec.7 (a) *"All Elections shall be conducted by secret written ballots."*, of the tribes constitution, and

**WHEREAS:** by its constitutional terms, there can be no dispute as to who comprises the Tribal Council; and, for situations, during which authority of all other branches and constitutional officers of the Tribes is called into question, the authority of the Tribal Council remains constant and true, and the validity of its actions shall not be affected by of Interior as to who the governor is of the Cheyenne and Arapaho Tribes of Oklahoma.

**WHEREAS:** there exists an inherent public responsibility to ensure that tribal elections are fair, efficient, reliable, and conducted in a manner that will prevent waste of public funds, reduce the persistent and unending power struggles, and promote peace and stability in our tribal government and its institutions.

**WHEREAS:** the Tribal Council has determined that an extraordinary situation currently exists that must be remedied by the People through the actions of the Tribal Council; the tribes' leadership shall be determined by a fair and legitimate VOTE OF THE PEOPLE; and

**WHEREAS,** The primary election that was held on Nov. 5, 2013 ended at a vote count of, 746-Roberta Hamilton/Jerry Levi, 736- Eddie Hamilton/Cornell Sankey. On Nov. 5, 2013 ballots were not placed in a secure location under the supervision and responsibility of the election commission. To which another count was conducted on Nov. 6, 2013 concluding in a tie vote between E. Hamilton/C. Sankey & R. Hamilton/J. Levi. A final count was conducted on Nov. 12, 2013, resulting in a total that added one vote to E. Hamilton/C. Sankey's total, 700, and R. Hamilton/J. Levi's total was 699, and

**WHEREAS,** It has been acknowledged by the tribal council branch, the elections for the 2013 general and primary had several issues that violated the tribes constitution and election commission ordinance, as well as Civil right of individual members of the tribe, such as:

(1) Voters registration list not being completed by the deadline of Aug. 15<sup>th</sup>, in accordance with the tribe's constitution, Art. IX, Sec.8, Procedures. (a) *"The Election commission shall publish a preliminary list of eligible voters no later than June 15<sup>th</sup> of an election year. The enrollment department and the election commission shall cooperate in the development of the preliminary list of eligible voters. Any member of the tribes may challenge a name on or the omission of name from, the preliminary list of eligible voters by filing a written protest with the election commission by July 15<sup>th</sup>. The Election Commission shall decide all written protests to the preliminary list of eligible voter no later August 1<sup>st</sup>, The Election Commission shall publish a final list of eligible voters by Aug. 15<sup>th</sup>."*

(2) Absentee Ballots were not mailed out 21 days prior to elections, violating the duly-registered voter's rights to vote for the respective candidates, not in accordance with the election ordinance.

(3) Ballots boxes were visibly transparent secured by zip ties (no locked boxes), violating Art. IX, Sec.7 (a) *"All Elections shall be conducted by secret written ballots."*, of the tribes constitution, and

**WHEREAS:** by its constitutional terms, there can be no dispute as to who comprises the Tribal Council; and, for situations, during which authority of all other branches and constitutional officers of the Tribes is called into question, the authority of the Tribal Council remains constant and true, and the validity of its actions shall not be affected by of Interior as to who the governor is of the Cheyenne and Arapaho Tribes of Oklahoma.

**WHEREAS:** there exists an inherent public responsibility to ensure that tribal elections are fair, efficient, reliable, and conducted in a manner that will prevent waste of public funds, reduce the persistent and unending power struggles, and promote peace and stability in our tribal government and its institutions.

**WHEREAS:** the Tribal Council has determined that an extraordinary situation currently exists that must be remedied by the People through the actions of the Tribal Council; the tribes' leadership shall be determined by a fair and legitimate VOTE OF THE PEOPLE; and



REGGIE  
WASSANA



*Speaker  
of the  
Legislature*

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May 20, 2016

Brett Lacy  
Democracy Program  
The Carter Center  
453 Freedom Parkway  
Atlanta, Georgia 30307

**Re: Invitation to observe Cheyenne and Arapaho Tribes 2017 Elections.**

Dear Mr. Lacy:

The Legislative Branch of the Cheyenne and Arapaho Tribes has enacted a legally binding Resolution 6L-RS-2016-04-004, inviting the Carter Center Democracy Program to observe our 2017 elections. The Bill was passed by a vote of 7 for, 0 against, 1 abstaining. It was vetoed by the Governor but the veto was overridden by the required 6 votes and so is enacted.

I would note that the Governor is not opposed to the invitation but objected to the process. Also, the Tribes' Election Commission has voted to support this invitation. The Tribal Council recently voted to support the invitation. In various public meetings tribal members have unanimously supported inviting the Carter Center to observe elections.

The Legislature has power over changes to election laws and approval of contracts. There are no organized political parties within the Tribes. Therefore we submit that pursuant to the Tribes' Constitution, the Carter Center Democracy Program is invited to observe the 2017 Election.

Respectfully,

A handwritten signature in black ink, appearing to read 'Reggie Wassana'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Reggie Wassana,  
Speaker for the Legislature  
Cheyenne District 3

Email: [rwassana@ca-tribes.org](mailto:rwassana@ca-tribes.org)  
Cell: (405) 301-6213  
Concho Office: 1-800-247-4612 Ext. 27589 or 27588  
PO BOX 38, 100 Red Moon Circle  
Concho, OK 73022

**SIXTH LEGISLATURE  
OF THE  
CHEYENNE & ARAPAHO TRIBES  
Regular Session  
April 9, 2016  
Concho, Oklahoma**

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**RESOLUTION NO:** 6L-RS-2016-04-003

**DATE INTRODUCED:** March 9, 2016

**SPONSOR:** Reggie Wassana, C3

**CO-SPONSOR:** Eugene Mosqueda, A1

**TITLE:** A Resolution Requesting the Carter Center Democracy Program Observation.

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**SUBJECT:** A Resolution requesting that the Carter Center Democracy Program observe and give advice concerning the 2017 Cheyenne and Arapaho elections.

**WHEREAS:** The Cheyenne and Arapaho Tribes are a federally recognized Indian tribe organized pursuant to a Constitution approved by tribal membership on April 4, 2006 and approved by the Secretary of the Interior; and

**WHEREAS:** Article VI, Section 5(a) of the Constitution grants the Legislature the "power to make all laws and resolutions in accordance with the Constitution which are necessary and proper for the good of the Tribes;" and

**WHEREAS:** the Legislature has the Constitutional obligation and public responsibility to the Tribes to oversee the Tribes' operations in order to establish and promote justice, establish guidance and direction for the government and advance the general welfare of the Tribes; and

**WHEREAS:** Tribal elections are essential to selecting the highest government officers to govern the Tribes; and

**WHEREAS:** The Carter Center works globally to advance democratic elections and governance consistent with universal human rights; and

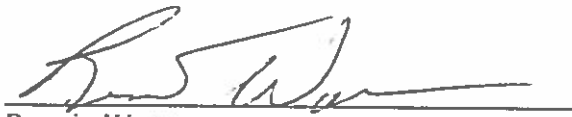
**WHEREAS:** Impartial, credible election observers play a key role in shaping perceptions about the quality and legitimacy of electoral processes. The Carter Center has been a pioneer of election observation, monitoring more than 100 elections in Africa.

Latin America, and Asia since 1989 and forging many of the techniques now common to the field.; and

**WHEREAS:** The possibility of improving the election process and increasing confidence in the outcome of elections is good reason to invite the Carter Center Democracy Project to observe the 2017 elections; and

**WHEREAS:** The Cheyenne and Arapaho Tribes Sixth Legislature finds that it is necessary and proper for the good of the Tribes to invite the Carter Center Democracy Project to observe the 2017 elections.

**NOW, THEREFORE BE IT RESOLVED** that the Sixth Legislature of the Cheyenne and Arapaho Tribes invites the Carter Center Democracy Project to observe the 2017 elections and authorizes Governor Hamilton to make contact and negotiate the details of the project; and




Reggie Wassana  
Speaker of the Sixth Legislature  
Cheyenne and Arapaho Tribes

**ATTEST:**

I, Ramona Tall Bear, hereby certify that the foregoing is a true and correct copy of Bill number 6L-RS-2016-04-003 which was passed by the Legislature of the Cheyenne and Arapaho Tribes in the Sixth Legislature Regular Session, by a roll call vote on the 9th day of April 2016, by a vote of 1 for, 0 against, 1 abstaining, and 0 absent.

**The Roll Call Vote**


Dist	Legislator	Yes	No	Dist		Yes	No
C1	Burl Buffalomeat	✓		A1	Eugene Mosqueda	✓	
C2	Alan Fletcher	abstain		A2	Christine Morton	✓	
C3	Reggie Wassana	✓		A3	Patrick Spottedwolf	✓	
C4	Kyle Orange	✓		A4	Winslow Sankey	✓	



Ramona Tall Bear, Legislative Clerk  
Cheyenne and Arapaho Tribes



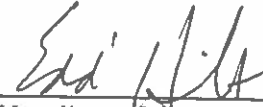
The Bill number 6L-RS-2016-04-003 was received by the Governor's office of the Cheyenne and Arapaho Tribes on the 12 day of April, 2016 at 1:03 o'clock A. m. pursuant to § 7 Article VI of the Constitution and will become effective 30 days after signature by the Governor or the Legislature's veto override or as otherwise provided by law unless repealed by the Tribal Council.

  
Governor's Representative  
Cheyenne and Arapaho Tribes

{ ☒ SIGNED

{ ☒ VETOED: Attachment ☒ : Governor's written explanation of any objections.

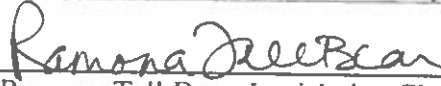
On the \_\_\_\_\_ day of April, 2016.

  
Eddie Hamilton, Governor  
Cheyenne and Arapaho Tribes

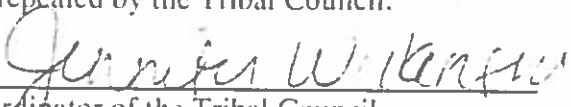
**Veto Override:** I, Ramona Tall Bear, hereby certify that the foregoing is a true and correct copy of Bill number 6L-RS-2016-04-003 which was passed/not passed veto override by the Legislature of the Cheyenne and Arapaho Tribes in the Sixth Legislature Fifth Session, by a roll call vote on the 14th day of May, 2016, by a vote of 6 for, 0 against, 2 abstaining, and 0 absent.

The Roll Call Vote

Dist	Legislator	Yes	No	Dist	Legislator	Yes	No
C1	Burl Buffalomeat	✓		A1	Eugene Mosqueda	✓	
C2	Alan Fletcher	abstain		A2	Christine Morton	abstain	
C3	Reggie Wassana	✓		A3	Patrick Spottedwolf	✓	
C4	Kyle Orange	✓		A4	Winslow Sankey	✓	

  
Ramona Tall Bear, Legislative Clerk  
Cheyenne and Arapaho Tribes

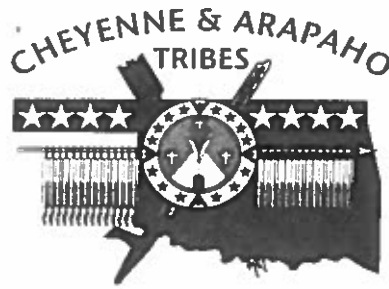
A copy of Bill number 6L-RS-2016-04-003 was submitted to the Tribal Council Coordinator of the Cheyenne and Arapaho Tribes on the 20<sup>th</sup> day of May, 2016 pursuant to Article VI, Section 7(iv), of the Tribes Constitution and will become effective thirty days after signature by the Governor or thirty days subsequent to a successful veto override, unless otherwise provided by this law or unless validly repealed by the Tribal Council.

  
Coordinator of the Tribal Council  
Cheyenne and Arapaho Tribes



A copy of Bill number 6L-RS-2016-04-003 was submitted to the Office of Records Management of the Cheyenne and Arapaho Tribes on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 pursuant to Article VI, Section 7(v), of the Tribes Constitution and shall be compiled into a comprehensive Code in an orderly manner that shall be published annually.

\_\_\_\_\_  
Representative  
Office of Records Management  
Cheyenne and Arapaho Tribes



**EXECUTIVE BRANCH  
GOVERNOR EDDIE HAMILTON  
Lt. GOVERNOR CORNELL SANKEY**

P.O. Box 167  
Concho, OK 73022  
Telephone: (405) 422-7733  
Fax: (405) 422-8224

April 21, 2016

To: Reggie Wassana, Speaker of  
The Sixth Legislature

The Cheyenne & Arapaho Legislature has passed Resolution No. 6L-RS-2016-04-003, a Resolution Requesting the Carter Center Democracy Program Observation.

The Carter Center was founded in 1982 by former U.S. President Jimmy Carter and his wife, Rosalynn, in partnership with Emory University, to advance peace and health worldwide. A nongovernmental organization, the Center has helped to improve life for people in more than 80 countries by resolving conflicts; advancing democracy, human rights, and economic opportunity; preventing diseases; improving mental health care; and teaching farmers to increase crop production.

It has a Democracy Program which seeks to advance democratic elections and governance consistent with universal human rights. In an Overview to its Peace Program, the Carter Center summarizes its election activity in this way: Amid the trend toward greater democracy, The Carter Center has become a pioneer in the field of election observation, monitoring 101 national elections to help ensure that the results reflect the will of the people.

In the Carter Center's description of Observing Elections, it sets out this requirement: To ensure a meaningful, nonpartisan role for its election observation activities, **The Carter Center must be invited by a country's election authorities and welcomed by the major political parties.** The Legislature's resolution of invitation to the Carter Center to observe the Cheyenne & Arapaho Tribes 2017 election is only from the Legislature, not from the Cheyenne & Arapaho Election Commission.

Article IX of the Cheyenne & Arapaho Constitution addresses Elections, and Section 3(a) provides for an Election Commission:

There shall be an Election Commission to conduct all elections in a fair and impartial manner in accordance with laws of the Tribes.  
The Election Commission shall select one of its members to serve as he Chairman of the Election Commission. The Legislature shall not have Executive or administrative authority over the Election Commission.

As set forth in Article IX, Section 3(a), the Legislature does not have Executive or Administrative authority over the Election Commission. The Legislature is not empowered to direct the Election Commission to invite the Carter Center to observe the 2017 tribal elections nor is the Legislature empowered to act on behalf of the Election Commission and invite the Carter Center to observe tribal elections.

Respect for local governmental institutions is one of the reasons the Carter Center does not take an observation role unless the governments "election authorities" and "major political parties" have invited them. This procedure allows the Carter Center to maintain an objective and neutral role of observation and oversight. The way this legislation is presented leaves the impression that the tribal government is not capable of conducting a free and fair election or has mechanisms to resolve any disputes that arise out of elections.

The resolution makes no reference to the support of or request of the Election Commission with respect to the invitation to the Carter Center. We have been advised by counsel for the Election Commission that the Election Commission was not contacted regarding this piece of legislation. There is no demonstration of the need for the Carter Center to observe tribal elections. Appeals or challenges of election contests can be made to the Election Commission. If the candidate is dissatisfied with the Election Commission decision, further appeal may be made directly to the Cheyenne & Arapaho Supreme Court for a final decision.

An independent firm is hired to conduct the operation of the ballot machines and certify the outcome of the election. During the opening of envelopes under Section 4.4 D, the following persons shall be allowed in the large conference room. Two neutral observers not affiliated with any candidate selected by the Election Commission, tribal members, a representative from each candidate; and a neutral Tribal Attorney not affiliated with any candidate, if so requested by the Election Commission, to serve as an additional observer.

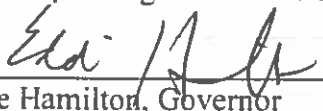
Prior elections have had challenges but they have been resolved in appeals to the Election Commission and to the tribe's Supreme Court. There is nothing to substantiate a charge that elections are rigged or manipulated.

Problems have been created when the Bureau of Indian Affairs attempted to manipulate the recognition of the tribal Supreme Court and balked at the properly elected government. These problems were resolved through administrative appeals to the Department of the Interior's Board of Indian Appeals who refused to allow the arbitrary manipulation of tribal court judges by the Bureau of Indian Affairs Regional and Agency officials.

This is not to say our current election laws and processes are as good as they could be. There is always room for refinement, and I would certainly not oppose open debate about possible changes to our system to address potential improvements. To that end, the Carter Center has many freely available resources with guidelines for how to structure and conduct fair and open elections, along with guidance on how to properly monitor the elections to ensure compliance. <http://electionstandards.cartercenter.org/handbooks-templates-and-training-materials/>

In summary, there is nothing to indicate that the Cheyenne & Arapaho Tribes are having difficulty in conducting elections in a fair and impartial manner as the tribal Constitution requires. At the same time, like any governmental institution, the Election Commission can make improvements in process, procedures and implementation. That can be best accomplished with the Election Commission, the Legislature and the Governor's office closely consulting on changes, improvements and recommendations for the conduct of tribal elections.

Because the Election Commission must take the initiative in inviting the Carter Center, and because the Legislative and Executive Branch must concur, and because there must be a substantial reason for inviting the Carter Center (which has not been expressed by the Election Commission or by the Legislature in the language of the resolution), I am exercising a veto of this resolution. If these missing elements can be provided by the Legislature in developing and rewriting the resolution, and if the Election Commission supports inviting the Carter Center, I would be willing to consider such a resolution at a future time.

  
Eddie Hamilton, Governor

# PASSED

CHEYENNE & ARAPAHO TRIBES OF OKLAHOMA  
SPECIAL TRIBAL COUNCIL MEETING  
May 7<sup>th</sup>, 2016 @ 10:00 am  
CONCHO COMMUNITY HALL, CONCHO, OK

RESOLUTION NUMBER: 050716STC 05

DATE POSTED: 4-1-16  
DATE PUBLISHED: 4-15-16  
DATE APPROVED: 5-7-16

**SUBJECT:** All Tribal members will receive the Nez-Perce settlement monies in the form of per capita payment.

**WHEREAS:** The Cheyenne and Arapaho Tribes are a federally recognized Indian Tribe organized Under a Constitution approved by the tribal membership of April 4, 2006 and approved by the Secretary of the Interior; and

**WHEREAS:** Article V, sec. 2(a) of the Constitution grants the Tribal Council the power to set policy for the Tribes and shall have all other powers and duties specifically provided by the Constitution; and

**WHEREAS:** The Tribes have sued the United States in the U.S. District Court for the District of Columbia, Nez Perce, et. al. v. Jewell et. al., No. 06-cv-2239-TFH, pursuing their claims against the United States for historical accountings and other equitable relief regarding the Tribes' accounts, funds, and non-monetary assets or resources held in trust by the United States; and

**WHEREAS:** The United States has made and offer in settlement of: Nez Perce, et al. v. Salazar, et al., in the amount of approximately \$8.3 million to the Cheyenne and Arapaho Tribes.

**WHEREAS:** The Native American Rights Fund was retained by the Tribes from 2006-2012 to represent them in the litigation.

**NOW THEREFORE BE IT RESOLVED:** The Tribal Council of the Cheyenne and Arapaho Tribes authorizes and directs 100% of the per-capita payment from the Nez-Perce Settlement monies to all Members of the tribes.

**BE IT FURTHER RESOLVED:** that the Tribal Council approves and authorizes the payment out of the settlement funds to the Native American Rights Fund (NARF) for the Tribes' attorneys' fees incurred 2006-2012.



CHEYENNE & ARAPAHO TRIBES SPECIAL TRIBAL COUNCIL MEETING

  
Chairman, Cheyenne & Arapaho Tribes  
Special Tribal Council Meeting

ATTEST:

  
Secretary, Cheyenne & Arapaho Tribes of Oklahoma  
Special Tribal Council Meeting

CERTIFICATION

I, the undersigned, as the Secretary for the Cheyenne & Arapaho Tribes of Oklahoma May 7<sup>th</sup> 2016 Special Tribal Council Meeting do hereby certify that a quorum was present at the duly called Special Tribal Council Meeting held on the 7 day of May, 2016, and that the foregoing resolution was adopted by the affirmative vote:

For: 346 Opposed: 0 Abstention: 0 Not Voting:       

  
Secretary

**PASSED**

CHEYENNE & ARAPAHO TRIBES  
OF OKLAHOMA  
SPECIAL TRIBAL COUNCIL MEETING  
MAY 7<sup>TH</sup>, 2016  
CONCHO COMMUNITY HALL, CONCHO, OK

RESOLUTION NO. DS0716STC-06

Date Posted: 4-1-16  
Date Published: 4-15-16  
Subject: TRIBAL ELDERS

Date Approved: 5-7-16

WHEREAS: The Cheyenne and Arapaho Tribes are a federally recognized Indian tribe organized under a Constitution approved by tribal membership on April 4, 2006 and approved by the Secretary of the Interior; and

WHEREAS; Article V., 2 (a) of the Constitution grants the Tribal Council the power to set policy and shall have all other powers and duties specifically provided by this Constitution; and

WHEREAS; On October 3, 2015 in the Concho Community Building at Concho, Oklahoma the Annual Tribal Council Meeting was held as per Article IV Section (3) a of the Constitution; and

WHEREAS; In this meeting Ref: BILL NO. 5L-SS-2015-0918-001 was introduced by: Patrick Spottedwolf, A-3 District and Bruce Whiteman, C-1 District. Bill to Enact the 2016 Annual Budget for the Cheyenne and Arapaho Tribes was introduced; and

WHEREAS; The Tribal Elders feel since it is the just duty and responsibility of this administration to make our "Elders the Number One Priority", we the elders of the Cheyenne & Arapaho of Oklahoma make this Resolution, to wit:

NOW THEREFORE BE IT RESOLVED THAT, the Tribal Elders of the Cheyenne & Arapaho Tribes calls a Special Meeting, because of all past mismanagement of tribal funds we shall pass this Resolution giving each elders the sum of \$ 2,500.00 Dollars and no/ cents, twice a year beginning the first quarter and third quarter of each year thereafter.

With all monies spent without Tribal Council approval as mentioned in the Constitution, the Tribal Council Elders shall have the power to established it's own rules of orders and procedures per: ARTICLE V, Section 2 (d). We feel that it is fair and just to award the above-mentioned

dollars to our surviving elders during their later years, to become effective ASAP.

- 1) A check made out to each "Registered Elder" in the amount of \$2,500.00 and no/100 Dollars for JULY 15, 2016 and \$2,500.00 and no/100 Dollars for DECEMBER 15, 2016.

**OLD CARD FROM \$150.00 TO \$300.00 PER MONTH was PASSED.**

Jennifer Wilkerson made a motion to RESCIND RESOLUTION BI-ANNUAL PAYMENT OF \$2,500 DISTRIBUTED TO EACH ELDER and CHANGE IT TO THE APPROVED AMENDMENT TO INCREASE TRIBAL ELDER'S FOOD CARD FROM \$150.00 TO \$300.00 PER MONTH. This was seconded by Carol Whiteskunk. Discussion by Jane Nightwalker. Chairman Levi called for the vote on RESCIND RESOLUTION BI-ANNUAL PAYMENT OF \$2,500 DISTRIBUTED TO EACH ELDER and CHANGE IT TO THE APPROVED AMENDMENT TO INCREASE TRIBAL ELDER'S FOOD CARD FROM \$150.00 TO \$300.00 PER MONTH. Results were:

IN FAVOR: 341  
AGAINST: 0  
ABSTAIN: 0

The motion to **RESCIND RESOLUTION BI-ANNUAL PAYMENT OF \$2,500 DISTRIBUTED TO EACH ELDER and CHANGE IT TO THE APPROVED AMENDMENT TO INCREASE TRIBAL ELDER'S FOOD CARD FROM \$150.00 TO \$300.00 PER MONTH** was **PASSED**.

James L.  
Chairman, Cheyenne & Arapaho Tribes

Attest:

Deborah Dumas  
Secretary, Cheyenne & Arapaho Tribes of Oklahoma

#### CERTIFICATION

I the undersigned as the Secretary for the Cheyenne & Arapaho Tribes of Oklahoma do hereby certify that on Day 7<sup>th</sup>, December 2015, special meeting was duly called convened and that the foregoing resolution was adopted;

For, 34 Opposed, 0

Abstention, 0 Not Voting, \_\_\_\_\_

Deborah Dumas  
Secretary, Cheyenne & Arapaho Tribes of Oklahoma

**PASSED**

**CHEYENNE & ARAPAHO TRIBES OF OKLAHOMA  
SPECIAL TRIBAL COUNCIL MEETING**

**May 7<sup>th</sup>, 2016 @ 10:00 am  
Concho Community Hall, Concho, OK**

**RESOLUTION NUMBER: 050716STC-07**

**DATE POSTED:** 4-1-16

**DATE PUBLISHED:** 4-15-16

**DATE APPROVED:** 5-7-16

**SUBJECT: AUTHORIZATION TO CONSTRUCT A COMMUNITY BUILDING IN FONDA, OK**

**WHEREAS:** The Cheyenne and Arapaho Tribes are a federally recognized Indian Tribe organized Under a Constitution approved by the tribal membership of April 4, 2006 and approved by the Secretary of the Interior; and

**WHEREAS:** The Tribal Council finds it in the best interests of the Tribes to promote the educational, economic, and social welfare of the People as well as protect the religious freedom and tribal customs of all tribal members; and

**WHEREAS:** in the Preamble to the Constitution, the people of the Cheyenne and Arapaho Tribes states they do establish the Constitution in order to sustain and promote their culture, languages, and way of life, protect their religious rights, establish and promote justice for all People and promote education; and

**WHEREAS:** Article V, sec. 2(a) of the Constitution grants the Tribal Council the power to set policy for the Tribes and shall have all other powers and duties specifically provided by the Constitution; and

**WHEREAS:** The Tribal Council recognizes the need for a community building at Fonda, OK; and

**NOW THEREFORE BE IT RESOLVED:** that the Tribal Council of the Cheyenne and Arapaho Tribes supports the construction of a permanent ground up structure for the Fonda Community; and

**BE IT FURTHER RESOLVED** that the Tribal Council of the Cheyenne and Arapaho Tribes authorizes the funding for the construction of the Fonda Community to come from the tax commission.

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**CHEYENNE & ARAPAHO TRIBES SPECIAL TRIBAL COUNCIL MEETING**

  
Chairman, Cheyenne & Arapaho Tribes  
Special Tribal Council Meeting

**ATTEST:**

  
Secretary, Cheyenne & Arapaho Tribes of Oklahoma  
Special Tribal Council Meeting

**CERTIFICATION**

I, the undersigned, as the Secretary for the Cheyenne & Arapaho Tribes of Oklahoma May 7<sup>th</sup> 2016 Special Tribal Council Meeting do hereby certify that a quorum was present at the duly called Special Tribal Council Meeting held on the \_\_\_\_ day of May, 2016, and that the foregoing resolution was adopted by the affirmative vote:

For: 213 Opposed: 1 Abstention: 0 Not Voting: \_\_\_\_\_

  
Secretary