

# QUAPAW TRIBE OF OKLAHOMA

P. O. BOX 765 QUAPAW, OKLAHOMA 74363

## RESOLUTION 11982 A

WHEREAS, the Quapaw Tribe of Oklahoma is a Federally Recognized Indian Tribe, and

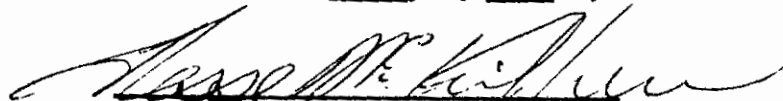
WHEREAS, as such the Tribe is eligible to apply for contracts and grants from the various Federal Agencies, and

WHEREAS, the Quapaw Tribe of Oklahoma does adhere to the financial management system established by the Quapaw Tribe of P.L. 93-638 (25 CFR 276.7).

NOW THEREFORE BE IT RESOLVED, that the Quapaw Tribe of Oklahoma does adopt the financial management system established by the Quapaw Tribe of P.L. 93-638 (25 CFR 276.7).

### CERTIFICATION

This action being taken at a monthly meeting of the Quapaw Tribal Business Committee on November 9, 1982 at the Quapaw Tribal Office. This is to further certify that the Governing Body is composed of seven (7) members, all of whom were present and voting; with a vote reflecting 7 yes, 0 no, 0 abstentions.



Jesse McKibben, Chairman  
Quapaw Tribal Business Committee

RESOLUTION NO. 101282 A

A Resolution establishing the Quapaw Tribe of Oklahoma Ordinance regulating the operation of Bingo:

- WHEREAS: The Quapaw Tribe of Oklahoma is a Federally recognized Indian Tribe; and
- WHEREAS: The Quapaw Tribal Business Committee met in a special session on the 12<sup>th</sup> day of October, 1982; and
- WHEREAS: The Quapaw Tribe of Oklahoma has the inherent sovereign power to form their own government, administer their own land, and regulate the use of their land; and
- WHEREAS: The Quapaw Tribal Business Committee is the duly elected governing body of the Quapaw Tribe of Oklahoma to exercise those authorities and powers delegated to it; and
- WHEREAS: The Quapaw Tribal Business Committee is charged with protecting the health, security, and general welfare of the Quapaw Tribe of Oklahoma; and
- WHEREAS: The Quapaw Tribal Business Committee deems it essential to the health, security, and general welfare of the Quapaw Tribe of Oklahoma to enact a comprehensive Bingo Ordinance regulating the conduct of Bingo on Quapaw Tribal Lands; and
- WHEREAS: The Quapaw Tribal Business Committee desires to clarify all the ramifications and benefits of the Quapaw Tribal Bingo Ordinance;
- NOW THEREFORE BE IT RESOLVED, that the Quapaw Tribe of Oklahoma does hereby promulgate and enact the following Quapaw Tribal Bingo Ordinance;

CERTIFICATION

A vote was taken at a special called meeting of the Quapaw Tribal Business Committee of Oklahoma, held on the 12<sup>th</sup> day of October, 1982. A quorum of 7 was present. The vote was 5 for and 0 against the resolution.

Dated this 12<sup>th</sup> day of October, 1982.

*A. L. P. Williams*

## QUAPAW TRIBAL BINGO ORDINANCE

### 1. BINGO ORDINANCE

This Ordinance shall be known as the "Quapaw Tribal Bingo Ordinance."

### 2. STATEMENT OF PURPOSE AND POLICY

The purpose of this resolution is to regulate, license and control the operation of bingo on the Quapaw Tribal Lands in accordance with the mores, traditions, and customs of the Quapaw Tribe of Oklahoma, and to raise revenue in the form of gross receipts from the operation of bingo on the Quapaw Tribal lands which shall and will be used to support the Tribe's health, education, welfare and safety programs.

### 3. DEFINITIONS

"Bingo" is a game in which:

- (a) The winner or winners are determined by a random drawing of a subset of numbered objects from among a total set of seventy-five numbered objects, consecutively numbered from one to seventy-five;
- (b) The card or cards held by players are sold or rented to the players, and each card contains five rows of five spaces each, each space being numbered with a number between one and seventy-five, inclusive, except the center space which is marked "FREE"; and
- (c) The term "Bingo" also includes a game of chance with comparable characteristics whether or not the card used in such game contains twenty-five spaces in square form and whether or not winners are determined by covering publically announced squares or by removing a factory sealed cover from the card to reveal a prize won.

"Gross Profits" - Gross profits are the total receipts from the operation of bingo games including, among other things, special session fees, proceeds from the sale or rental of bingo cards, sale of food and drink and similar items.

"Net Profits" - Net profits means the total gross receipts from the operation of bingo games, as defined above, less all reasonable sums actually expended for bingo supplies, equipment, prizes, facilities, security services, license fees, taxes, rent, employees and other

in the receptacle at the beginning of each game, and as the game proceeds one shall be drawn at a time as provided above. Each one selected from the seventy-five shall be announced to the audience in a clearly audible fashion. No object or number drawn from the receptacle shall be returned until the game is finished. The selection of objects or numbers from the receptacle shall be visible to the players. The method of winning and the prize or prizes for each game shall be clearly announced before each game commences. The winner, or winners, of each game shall be verified in the manner that all present may hear. If more than one person is a winner, the prize shall be equally divided to the closest five cents between or among the winners.

(e) No person who is conducting or assisting in the conduct of the bingo operation shall play that game.

(f) No person under the age of 18 shall be permitted to play.

(g) All prizes shall be paid to the winner, or winners, at the conclusion of the game at which they were a winner.

(h) No alcoholic beverages or drugs of any kind shall be permitted in any building during the time such building is being used for a bingo operation. Non-alcoholic drinks and food may be sold and used or consumed within any building being used for bingo playing. No person under the influence of intoxicants or drugs shall be permitted to engage in any bingo game nor to remain in the building where bingo is being conducted.

(i) Each bingo licensee shall designate part of any facility being used for bingo playing as a "Non-Smoking" area and shall seat players there who desire to occupy a non-smoking area.

(j) There is no limit to the size of prize, or prizes, which may be awarded to the winner, or winners, of the bingo games.

## 7. RECORDS

The licensee's operator shall keep and maintain records showing the

#### 8. PREFERENCE OF QUAPAW TRIBAL MEMBERS AS EMPLOYEES

The licensee's operator shall employ qualified Quapaw Tribal members in preference to other equally qualified applicants for work, but such operator shall not be required to employ or retain in employment unqualified Quapaw Tribal members.

#### 9. USE OF GROSS PROCEEDS

All Tribal proceeds, as defined in Section 3, supra, shall be paid over to the Tribal Treasurer monthly, and shall be used by the Tribe for the purposes specified in Section 2, supra.

#### 10. NAME TAGS

All persons operating or assisting the operation or conduct of any bingo game shall wear legible tags evidencing their names and legend of the sponsoring organization. Tags must be visible and worn or otherwise affixed to all persons operating or assisting in the operation of the bingo games.

#### 11. BINGO ACCOUNT

There shall be one account designated as the Bingo Account established by the Tribe. All receipts derived from Bingo shall be deposited into the Bingo Account. The account shall be maintained in a financial institution located in the State of Oklahoma. Receipts derived from the conduct of Bingo shall not be co-mingled with any other Tribal funds. Disbursement of profits derived from the conduct of Bingo shall be for a Tribal purpose through regular accounting office procedures.

#### 12. ALLOCATION OR APPROPRIATION OF BINGO FUNDS

Any allocation or appropriation from the Bingo account shall require the approval of the Quapaw Tribal Business Committee and be appropriated only for Tribal purposes. Nothing herein shall prevent the Quapaw Tribal Business Committee from directly allocating or appropriating bingo revenues for tribal purposes.

1982

PROCEDURES TO COMPLIMENT THE  
QUAPAW TRIBAL BINGO ORDINANCE 101282A

The Quapaw Tribal Bingo Commission members shall, after the initial appointments;

- a) Be three (3) in number.
- b) Appointed by the Chairman with full consent of the Business Committee.
- c) Serve two year terms.
- d) Be appointed at General Council in odd numbered years.
- e) Be responsible to the General Council and coordinate with the Business Committee.
- f) Vacancies will be appointed by the Chairman with consent of the Business Committee.
- g) The members of the Tribal Bingo Commission may be, but not limited to the membership of the General Council.
- h) Shall not include any members of the Quapaw Tribal Business Committee

RESOLUTION NO. 101282 C

A Resolution establishing a Management Agreement for the Quapaw Tribe of Oklahoma.

WHEREAS: The Quapaw Tribe of Oklahoma is a Federally Recognized Tribe, and;

WHEREAS: The Quapaw Tribe of Oklahoma being duly organized met in a duly called session this 12 day of October, 1982, and;

WHEREAS: The Quapaw Tribal Business Committee has the authority to act for the Quapaw Tribe of Oklahoma, and;

WHEREAS: The Quapaw Tribal Business Committee deems it essential to the health, security and general welfare of the Quapaw Tribe of Oklahoma to enter into a Management Agreement with the Central Plains Management Company, Inc., such Management Agreement hereby incorporated by reference into this Resolution;

NOW THEREFORE BE IT RESOLVED, that the Quapaw Tribal Business Committee, approves and agrees to enter into the attached Management Agreement with Central Plains Management Company, Inc.

CERTIFICATION

A vote was taken at a duly called meeting of the Tribal Business Committee of the Quapaw Tribe of Oklahoma, held on the 12<sup>th</sup> day of October, 1982. A quorum of 7 was present. The vote was 5 for the resolution and 0 against the resolution and 2 not voting,

DATED this 23 day of October, 1982.

Arthur R. Moon  
SECRETARY-TREASURER  
QUAPAW TRIBE OF OKLAHOMA

ATTEST:

## MANAGEMENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and between the Quapaw Tribe of Oklahoma, a Federally Recognized Tribe, (hereinafter referred to as PRINCIPAL) whose notice address is P.O. Box 765, Quapaw, Oklahoma 74363 and Central Plains Management Company, Inc., a Kansas Corporation (hereinafter referred to as AGENT), whose notice address is 901 Kentucky, Lawrence, Kansas 66044.

### 1. DEFINITIONS

A. "Bingo Operation," as used herein, means a game in which participants purchase one or more cards which are marked off into squares with each square being designated by number, letter, symbol or a combination thereof that may or may not be identical with the players covering squares as the operator of such game announces the number, letter, symbol, or combination thereof corresponding to the system used designating the squares, with the winner of each game being the player or players first properly covering a predetermined and announced pattern of squares upon the card being used by such player, or any other game of chance which is not in violation of federal laws of the United States of American or the Tribal Laws of the Quapaw Tribe of Oklahoma.

B. "Gross Profit from Game Sales," as used herein, means all revenues derived from the sale of bingo cards, as well as all revenue derived from any other game or games of chance, less and subtracting therefrom payouts, taxes and banks.

C. "Gross Profit from Food Concession Sales," as used herein, means all revenue derived from the sale of food items, beverages, souvenirs or of any other merchandise, less and subtracting costs of good, supplies, and taxes.

D. "Food Concessions Operations," means the sale of food and



G. "Taxes," as used herein, means any tax imposed on game or food concession sales or both, including without limitation license fees, permit fees, sales tax, excise tax or any other tax imposed on said operation or the realty by the government of the United States of America, the State of Oklahoma, the City of Quapaw, Ottawa County, of the Quapaw Tribe of Oklahoma but, specifically excluding income taxes.

H. "Commencement Date," as used herein, means the date upon which AGENT opens to the general public the facilities and commences said Bingo and Food Concession Operation.

I. "Tribal Lands," as used herein, means, tribal lands as defined in Section 131.1 of the Code of Federal Regulations, Title 25-Indians, and any amendments thereto relative to Business Leases and Permits on restricted Indian lands which by reference are made a part hereto.

J. "Secretary," as used herein, means the Secretary of the Department of the Interior of the United States Government or his authorized representative.

## 2. APPOINTMENT

PRINCIPAL hereby appoints AGENT, as PRINCIPAL's sole and exclusive AGENT, to manage, as a business enterprise, for and on behalf of PRINCIPAL, the Bingo Game and Food Concession Operations on the hereinafter described Tribal Lands.

## 3. ACCEPTANCE

AGENT hereby accepts such appointment and agrees to use its best efforts in the performance of same.

## 4. BUILDING PREMISES

It shall be the sole responsibility of the PRINCIPAL to furnish a building until such time as PRINCIPAL executes a Business Lease with AGENT or said Building Premises approved by the Secretary. Building premises shall be made accessible to the AGENT for its exclusive use for said Bingo and Food Concessions Operation and other activities mutually agreed upon until such time as Business Lease is executed between PRINCIPAL and

5. LAND DESCRIPTION

The Tribal land upon which said Bingo and Food Concessions Operations is to be conducted by AGENT within the aforementioned Building Premises in Paragraph #4 above is described as follows: A tract of land known as Tract #1 lying in the N1/2SW1/4, of Sect 9, T. 28N., R. 23E., Ottawa County, OK, more particularly described to wit: Com at the NW corner of said N1/2SW1/4, being at the ctr of the paved county road; th E (N88°20'05"E) along the quart sec line a dist of 1196.0'; th S (S01°58'17"E) a dist of 150.0' to the pt of beg; th E (N89°09'58"E) a dist of 510.0'; th SE (S45°50'02"E) a dist of 42.43'; th S (S0°50'02"E) a dist of 320.0'; th W (S89°09'58"W) a dist of 500.0'; th NW (N7°21'13"W) a dist of 352.28' to the pt of beg, cont 4.16 acres, more or less.

6. RIGHT TO APPROVE RENOVATION

PRINCIPAL reserves the right to review for approval any RENOVATION PLAN. In this regard, AGENT shall submit to PRINCIPAL, said plan for its approval at least 30 days prior to any Renovations thereof. PRINCIPAL shall then have 30 days to approve same or to submit to AGENT recommended changes. In the event PRINCIPAL fails to do so within the time specified, then, said RENOVATION shall for all purposes be deemed approved as submitted. AGENT shall finance all costs for renovations jointly approved by PRINCIPAL and AGENT. It is further understood that all renovation costs be an operation expense with AGENT being reimbursed for such renovation costs. Initial renovation costs are estimated at \$40,000.00. Additional costs may be incurred if approved jointly by PRINCIPAL and AGENT.

7. AUTHORITY OF AGENT

PRINCIPAL herein and hereby delegates and grants to AGENT full right and authority to put into effect said RENOVATION PLAN, to supervise the construction thereof, to manage said building improvements upon completion thereof, and to conduct therein said Bingo and Food Concession Operation. Further, and in the performance thereof to make all decisions and to perform all acts and deeds necessary to manage same as a business, all for and on behalf of PRINCIPAL.

8. DUTIES OF AGENT

AGENT shall have full responsibility and authority of supervising Renovation of the above described building and equipment placement, maintenance of same, supervising and management of said Bingo Operation as a business, including without limitation, the hiring and firing of per-

9. DIVISION OF PROCEEDS

a. Operating Expenses. The AGENT shall be entitled to deduct from gross receipts all of the AGENT's expenses, as shown on attached Exhibit A. Monthly rental of \$4,000.00 and insurance expenses shall be included in operating expenses. The AGENT's obligation to pay rent shall be limited to payment from operating income.

b. Fund and Profit Allocation. After the deduction made in 9a above, 66-2/3rd percent of the balance shall be allocated to the Building Renovation Fund and 33-1/3rd percent to the equipment Fund. After an estimated \$40,000.00 has been accumulated in the Building Renovation Fund and an estimated \$20,000.00 in the Equipment Fund the proceeds after the deductions in 9a shall be allocated 35 percent to the PRINCIPAL and 65 percent to the AGENT. Any rent or lease money paid by AGENT to PRINCIPAL shall be included in PRINCIPAL's thirty-five percent (35%) share of gross.

c. Fund Expenditures. The AGENT shall be entitled to reimburse itself for equipment expenditures from funds in the Equipment Fund. The AGENT shall disburse funds for renovation from the Building Renovation Fund. Any monies left in these funds shall be divided as set forth in 9b above. AGENT shall manage said funds.

d. Modification. The AGENT and PRINCIPAL may jointly agree to modify the fund amounts set forth in 9b above.

e. Property Ownership. The PRINCIPAL shall be owner of all building renovations. The AGENT shall be owner of all Bingo and Concession equipment and supplies.

f. Proration of Expenses. In the event that operating income is insufficient to pay all expenses, income will first be used to pay the costs of conducting Bingo operations and concessions, second shall be

therewith shall become the sole property of PRINCIPAL. AGENT shall own Bingo equipment and supplies and all concession equipment and supplies.

#### 11. LEGAL FEES

AGENT agrees to pay any and all legal fees which may be incurred as the result of any attempt by any governmental agency to halt, impede, arrest or otherwise constitute a threat to the continuation of said Bingo and Food Concession Operation proposed herein; provided, however, that AGENT shall not be required to pay more than \$10,000.00 in legal fees per incident. Further, PRINCIPAL warrants and represents that it will not pass any ordinance or regulation which prohibits or will act to impede said Bingo and Food Concession Operation.

#### 12. EXCLUSIVE AREA OF OPERATION

PRINCIPAL covenants that it will not enter into any agreement with, nor license any other entity, whether it be a person, corporation, partnership, trust or other, for Bingo Operations, nor any other similar operation. AGENT covenants that it will not engage in any Bingo and Food Concession Operation, nor any other similar operation within a forty (40) mile radius of the above described premises.

#### 13. TERM OF AGREEMENT

The term of this Agreement shall be for a period of five (5) years, unless the parties hereto agree to extend same in writing. Further, and at the end of said five (5) year terms, should PRINCIPAL desire to continue said Bingo and Food Concession Operation, AGENT shall have the first right of refusal to match or equal the best offer, if any, made to PRINCIPAL by any other party or parties. In this regard, PRINCIPAL shall give AGENT written notice of any such offer or offers and shall provide AGENT with a photo copy of same. AGENT shall then have 30 days to either match or reject such offer.

of any nature to be enforced against the managed premises or any part thereof, but the AGENT shall pay all such claims, liens, and demands before any action is brought to enforce same; or if the AGENT desires to contest any such lien, claim or demand, the AGENT may do so provided that the AGENT will deposit an adequate bond to prevent enforcement of the lien if the AGENT is unsuccessful in such contests; and the AGENT agrees to hold the PRINCIPAL and said premises free and harmless from any and all such liens, claims, or demands, together with all costs and expenses in connection therewith.

#### 15. UNLAWFUL USE

The AGENT further agrees not to use or permit to be used any part of said premises for any unlawful conduct or purpose which is in violation of the Federal Laws of the United States of America, or the Quapaw Tribe of Oklahoma; nor will AGENT use or permit to be used any part of said premises for the use, manufacture, sale, gift, transportation, or storage of illegal drugs or the drinking or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this cause by AGENT with AGENT's knowledge shall render this AGREEMENT voidable. PRINCIPAL agrees to enact no law, ordinance or regulation that will prohibit or impede the operations covered by this Agreement.

#### 16. PUBLIC LIABILITY INSURANCE

Forthwith upon being notified that this AGREEMENT has been approved, and continuously thereafter during the term of this AGREEMENT, AGENT shall obtain and carry a public liability insurance policy in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)/THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for personal injury and TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for property damage, said policy to be written jointly to protect AGENT and PRINCIPAL. Copy of said policy shall be

invitees, or of any other person whomsoever, caused by any use of the leased premises, or by any defect in any building, structure, or other improvement erected thereon, or arising from any accident on said premises or any fire or other casualty thereon, or occasioned by the failure on the part of AGENT to maintain said premises, or by act or omission of AGENT or of AGENT's employees, guests or invitees, or arising from any other cause whatsoever; and AGENT, as a material part of the consideration of this lease, hereby waives on AGENT'S behalf all claims and demands against PRINCIPAL and/or the United States Government and agrees to indemnify and save PRINCIPAL and/or the United States Government free and harmless from liability for all claims and demands for any such loss, damage, or injury, together with all costs and expenses arising therefrom and in connection therewith; except as to any liability resulting from the negligent conduct or action of PRINCIPAL'S employees or representatives.

#### 17. COUNTING OF GROSS RECEIPTS

Counting of Gross Receipts resulting from said Bingo and Food Concession Operation shall be jointly done on a daily basis at the close of business by representatives of both PRINCIPAL and AGENT. Said counting agents of both PRINCIPAL and AGENT shall agree, in writing, prior to their employment, to submit to a polygraph test as required by PRINCIPAL and AGENT, the cost of which shall be paid as a Bingo Operation expense by AGENT.

#### 18. ACCOUNTING RECORDS

AGENT shall maintain accounting records of said Bingo and Food Concession Operation in accordance with accepted accounting methods. Said accounting records shall be kept at AGENT'S principal office, and PRINCIPAL shall have, upon five (5) days advance written notice, the right to inspect and examine said accounting records during normal

Game and Food Concession Sales was calculated.

20. COPIES OF AGREEMENT

This Agreement is executed in six (6) counterparts each of which is deemed to be an original for all purposes.

21. ASSIGNMENT

This Agreement may not be assigned by either party hereto without the consent of the other, but in the event of such consent and assignment, the assigning party shall not be relieved from the obligation, liability and responsibility of performance hereunder.

22. CHANGES OR MODIFICATION

This Agreement may not be changed or modified, either in whole or in part, except by initialing and dating a change or changes hereon, or by an amendment in writing to be attached hereto, dated and signed by the parties hereto.

23. VERBAL REPRESENTATION

This is the entire Agreement between the parties hereto and neither party shall rely or be bound by any verbal representations altering the terms and conditions contained herein.

24. INVALID OR UNENFORCEABLE PROVISION

If any part or parts of this Agreement shall be determined to be invalid or unenforceable for any reason by final judgment of a court of competent jurisdiction, this Agreement shall not fail in its entirety but shall be deemed amended, altered and modified to the extent necessary to accommodate said final judgment.

25. SECURITY

Security within the Bingo Concession area and Lot 3 will be the operation function of the AGENT during Bingo Operations. Security outside Lot 3 will be provided by the PRINCIPAL.

26. NO PARTNERSHIP

It is understood and agreed that the AGENT and PRINCIPAL are not in partnership.

27. BINDING EFFECT

29. VOIDABILITY

In the event the Business Lease is not approved by the Bureau of Indian Affairs in twelve (12) months or in the event it shall become void this agreement shall be void.

30. NOTICE

Notice, as required hereunder, shall be given by depositing same in the United States Certified Mail in an envelope addressed to the party hereto recipient to whom notice is given. Any such notice so given and mailed shall for all purposes be conclusively deemed to have been given to and received on the date the same was postmarked. For purposes of notice, the address of each of the parties hereto is as hereinabove set forth.

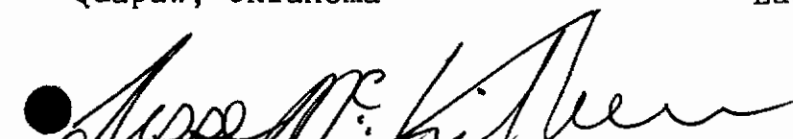
31. CONCESSIONS

Monies from concessions will be included in profits and divided as set forth in paragraph 9. When concession profits are divided they will be divided on a net basis. AGENT shall be entitled to 70% and PRINCIPAL 30% of these net profits. Net profit shall be determined from the gross profits by subtracting therefrom costs of goods sold, costs of supplies, wages or workers insurance, building, operating costs if any, direct operating overhead and taxes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first above written.

QUAPAW TRIBE OF OKLAHOMA  
P. O. Box 765  
Quapaw, Oklahoma

CENTRAL PLAINS MANAGEMENT COMPANY, INC.  
901 Kentucky  
Lawrence, Kansas 66044

  
CHAIRMAN-QUAPAW TRIBE OF OKLAHOMA

  
PRESIDENT, ANDY GALYARDT

ATTEST:

ATTEST:



# QUAPAW TRIBE OF OKLAHOMA

P. O. BOX 765 QUAPAW, OKLAHOMA 74363

## RESOLUTION

81082 A

### IN MODIFICATION OF BUDGET

WHEREAS, the Quapaw Tribe of Oklahoma through its duly elected Tribal Business Committee must account for its yearly expenditures in the form of a budget presented yearly to the Bureau of Indian Affairs; and

WHEREAS, the Quapaw Tribe, in the conduction of its house-keeping duties finds it necessary to purchase insurance on the tribally owned buildings and also to pay debts incurred by the Pow-wow committee; and

WHEREAS, the Quapaw Tribe does have said necessary monies on deposit in its account at the office of the Bureau of Indian Affairs in Muskogee, Oklahoma.


### NOW THEREFORE BE IT RESOLVED THAT:

the Quapaw Tribe of Oklahoma through its duly elected governing body, after review, does hereby submit a request to modify the budget to include \$4,500 for insurance and \$1,300 to pay Pow-wow committee bills. A total of \$5,800.

### CERTIFICATION

The foregoing resolution of the Quapaw Tribe of Oklahoma being presented at a regular scheduled monthly meeting of the Quapaw Tribal Business Committee meeting on 10 day, August 1982 with a vote reflecting 5 yes, 0 no, 0 abstaining.

  
Ardina Moore, Secretary/Treasurer  
Quapaw Tribal Business Committee

  
Jesse McKibben, Chairman  
Quapaw Tribal Business Committee

RESOLUTION  
72282

IN SUPPORT OF RECONTRACTING  
BUREAU OF INDIAN AFFAIRS PROGRAMS

- WHEREAS, the Quapaw Tribe of Oklahoma is federally recognized by the United States Government for the programs and services provided by the Bureau of Indian Affairs; and
- WHEREAS, The Quapaw Tribe of Oklahoma has operated contracts under PL 93-638 during FY for the following programs; Housing Improvement Program, Adult Education Program, Basic Grant Program, Strengthening Tribal Government and Training and Technical Assistance programs; and
- WHEREAS, the Quapaw Tribe is authorized under PL 93-638, more commonly known as the Indian Self-Determination and Education Assistance Act, to request the Bureau of Indian Affairs to recontract for programs and services benefiting Indians of the Quapaw Tribe; and
- WHEREAS, the Quapaw Tribe does hereby propose to continue to operate the following programs through the Bureau of Indian Affairs; Housing Improvement Program, Adult Education Program, Basic Grant Program, Strengthening Tribal Government and Training and Technical Assistance programs, and
- WHEREAS, the Adult Education Program will continue to enhance and upgrade the social and educational ability of the Indian people to increase their self-sufficiency; and
- WHEREAS, the Housing Improvement Program will continue to assist the social-welfare of the Indian people through upgrading of domestic environments; and
- WHEREAS, the Training and Technical Assistance will continue to train the Business Committee, Grievance Committee, and office staff to perform their duties better and will provide the Quapaw Tribe with an excellent administration: and
- WHEREAS, the Quapaw Tribe of Oklahoma through its duly elected Tribal Business Committee has regularly scheduled monthly meetings at which an accounting of each program's monthly expenditures, plus a narrative statement of each program will be presented and the Business Committee shall comply with the contract amending procedures as set forth in PL 93-638; and

WHEAREAS, the Chairman of the Quapaw Tribal Business Committee, Jesse McKibben and/or Acting Tribal Business Manager, Walter King is the authorized tribal official to negotiate the contract and any amendments thereof; and

WHEREAS, the proposed recontracts will be for a term of twelve months beginning October 1, 1981 and ending September 30, 1982; and

WHEREAS, PL 93-638 shall be adhered to throughout the scope of each contract for the benefit of the tribe and the Indian people.

NOW THEREFORE BE IT RESOLVED THAT:

the Quapaw Tribe of Oklahoma through its duly elected governing body, after review of each, does hereby submit this resolution in support of its applications to recontract the Adult Education Program, Basic Grants Program, the Housing Improvement Program, and the Training and Technical Assistance program for the benefit of the Quapaw Tribe, its members and other Indian people residing within its jurisdictional boundaries.

#### CERTIFICATION

The foregoing resolution of the Quapaw Tribe of Oklahoma being presented at a regular scheduled monthly meeting of the Quapaw Tribal Business Committee meeting on 22, July 1982 with a vote reflecting 6 yes, 0 no, 0 abstaining.

Ardina Moore  
Ardina Moore, Secretary/Treasurer  
Quapaw Tribal Business Committee

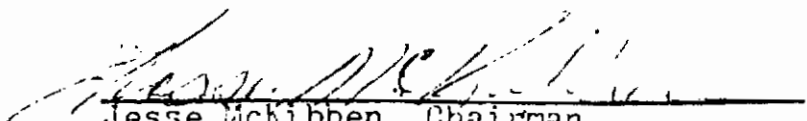
Jesse McKibben  
Jesse McKibben, Chairman  
Quapaw Tribal Business Committee

RESOLUTION  
72282 A

- WHEREAS, the Quapaw Tribe of Oklahoma is a federally recognized Indian Tribe, and
- WHEREAS, the Quapaw Tribe of Oklahoma is eligible for grant monies through and /from the Bureau of Indian Affairs, via the Indian Self-Determination Grants Program under Section 104 of PL 93-638, and
- WHEREAS, the Quapaw Tribe does select to continue to strengthen Tribal Government through this grant program by utilizing these grant monies to continue to provide trained staff to meet the tribe's priorities and needs, and
- WHEREAS, the Quapaw Tribe designate the Chairman of it's duly elected Tribal Business Committee and/or the Acting Tribal Business Manager as officials within the scope and purview of any and all actions and/or sub parts of PL 93-638, and
- WHEREAS, the Chairman of the Quapaw Tribal Business Committee, Jesse McHibben and /or Acting Tribal Business Manager, Walter Klug is the authorized tribal official to negotiate the Grant and any amendments and modifications thereof, and
- WHEREAS, the Grant shall be adhered to throughout the scope of the Grant for the benefit of the tribe and the Indian people.
- WHEREAS, IT IS HEREBY RESOLVED, that the Quapaw Tribe of Oklahoma does submit applications for FY 1982 funding under the grants section of PL 93-638 based on their population figures and formula based on this population.

CERTIFICATION

The undersigned Chairman of the Quapaw Tribal Business Committee, hereby certify that the Quapaw Tribal Business Committee is composed of (7) members of whom 6 were present as a regular monthly meeting thereof held the 22 day of July 1982, and that the foregoing action was duly adopted by the affirmative vote of 6 members.

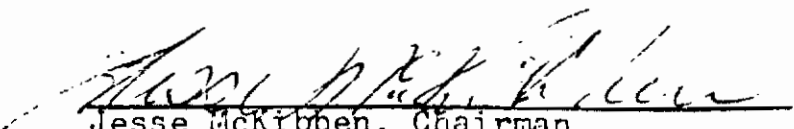
  
Jesse McHibben, Chairman  
Quapaw Tribal Business Committee

RESOLUTION  
72282 B

- WHEREAS, the Quapaw Tribe of Oklahoma is a federally recognized Indian Tribe, and
- WHEREAS, the Quapaw Tribe of Oklahoma is eligible for grant monies through and /from the Bureau of Indian Affairs, via the Indian Self-Determination Grants Program under Section 104 of PL 93-638, and
- WHEREAS, the Quapaw Tribe does select to continue to strengthen Tribal Government through this grant program by utilizing these grant monies to continue to provide trained staff to meet the tribe's priorities and needs, and
- WHEREAS, the Quapaw does designate the Chairman of it's duly elected Tribal Business Committee and/or the Acting Tribal Business Manager as officials within the scope and purview of any and all sections and/or sub parts of PL 93-638, and
- WHEREAS, the Chairman of the Quapaw Tribal Business Committee, Jesse McKibben and /or Acting Tribal Business Manager, Walter King is the authorized tribal official to negotiate the Grant and any amendments and modifications thereof, and
- WHEREAS, PL 93-638 shall be adhered to throughout the scope of the Grant for the benefit of the tribe and the Indian people.
- BE IT ENACTED, that the Quapaw Tribe of Oklahoma does submit applications for FY '83 funding under the grants section of PL 93-638 based on their population figures and formula based on this population.

CERTIFICATION

The undersigned Chairman of the Quapaw Tribal Business Committee, hereby certify that the Quapaw Tribal Business Committee is composed of 11 members of whom 6 were present as a regular monthly meeting held the 22 day of July 1982, and that the foregoing action was duly adopted by the affirmative vote of 6 members.

  
Jesse McKibben, Chairman  
Quapaw Tribal Business Committee

RESOLUTION  
72282 C

IN SUPPORT OF RECONTRACTING  
BUREAU OF INDIAN AFFAIRS PROGRAMS

- WHEREAS, the Quapaw Tribe of Oklahoma is federally recognized by the United States Government for the programs and services provided by the Bureau of Indian Affairs; and
- WHEREAS, The Quapaw Tribe of Oklahoma has operated contracts under PL 93-638 during FY 82 for the following programs; Housing Improvement Program, Adult Education Program, Basic Grant Program, Strengthening Tribal Government and Training and Technical Assistance programs; and
- WHEREAS, the Quapaw Tribe is authorized under PL 93-638, more commonly known as the Indian Self-Determination and Education Assistance Act, to request the Bureau of Indian Affairs to recontract for programs and services benefiting Indians of the Quapaw Tribe; and
- WHEREAS, the Quapaw Tribe does hereby propose to continue to operate the following programs through the Bureau of Indian Affairs; Housing Improvement Program, Adult Education Program, Basic Grant Program, Strengthening Tribal Government and Training and Technical Assistance programs, and
- WHEREAS, the Adult Education Program will continue to enhance and upgrade the social and educational ability of the Indian people to increase their self-sufficiency; and
- WHEREAS, the Housing Improvement Program will continue to assist the social-welfare of the Indian people through upgrading of domestic environments; and
- WHEREAS, the Training and Technical Assistance will continue to train the Business Committee, Grievance Committee, and office staff to perform their duties better and will provide the Quapaw Tribe with an excellent administration; and
- WHEREAS, the Quapaw Tribe of Oklahoma through its duly elected Tribal Business Committee has regularly scheduled monthly meetings at which an accounting of each program's monthly expenditures, plus a narrative statement of each program will be presented and the Business Committee shall comply with the contract amending procedures as set forth in PL 93-638; and

WHEREAS, the Chairman of the Quapaw Tribal Business Committee, Jesse McKibben and/or Acting Tribal Business Manager, Walter King is the authorized tribal official to negotiate the contract and any amendments thereof; and

WHEREAS, the proposed recontracts will be for a term of twelve months beginning October 1, 1981 and ending September 30, 1982; and

WHEREAS, PL 93-638 shall be adhered to throughout the scope of each contract for the benefit of the tribe and the Indian people.

THEREFORE BE IT RESOLVED THAT:

the Quapaw Tribe of Oklahoma through its duly elected governing body, after review of each, does hereby submit this resolution in support of its applications to recontract the Adult Education Program, Basic Grants Program, the Housing Improvement Program, and the Training and Technical Assistance program for the benefit of the Quapaw Tribe, its members and other Indian people residing within its jurisdictional boundaries.

#### CERTIFICATION

Aforementioned resolution of the Quapaw Tribe of Oklahoma being presented at regular scheduled monthly meeting of the Quapaw Tribal Business Committee meeting on 22 day July 1982 with a vote reflecting 6, 0 no, 0 abstaining.

Lina Moore  
Lina Moore, Secretary/Treasurer  
Quapaw Tribal Business Committee

Jesse McKibben  
Jesse McKibben, Chairman  
Quapaw Tribal Business Committee

RESOLUTION  
72282 D

IN SUPPORT OF RECONTRACTING  
BUREAU OF INDIAN AFFAIRS PROGRAMS

- WHEREAS, the Quapaw Tribe of Oklahoma is federally recognized by the United States Government for the programs and services provided by the Bureau of Indian Affairs; and
- WHEREAS, The Quapaw Tribe of Oklahoma has operated contracts under PL 93-638 during FY '83 for the following programs; Housing Improvement Program, Adult Education Program, Basic Grant Program, Strengthening Tribal Government and Training and Technical Assistance programs; and
- WHEREAS, The Quapaw Tribe is authorized under PL 93-638, more commonly known as the Indian Self-Determination and Education Assistance Act, to request the Bureau of Indian Affairs to recontract for programs and services benefiting Indians of the Quapaw Tribe; and
- WHEREAS, the Quapaw Tribe does hereby propose to continue to operate the following programs through the Bureau of Indian Affairs; Housing Improvement Program, Adult Education Program, Basic Grant Program, Strengthening Tribal Government and Training and Technical Assistance programs, and
- WHEREAS, the Adult Education Program will continue to enhance and upgrade the social and educational ability of the Indian people to increase their self-sufficiency; and
- WHEREAS, the Housing Improvement Program will continue to assist the social-welfare of the Indian people through upgrading of domestic environments; and
- WHEREAS, the Training and Technical Assistance will continue to train the Business Committee, Grievance Committee, and office staff to perform their duties better and will provide the Quapaw Tribe with an excellent administration; and
- WHEREAS, the Quapaw Tribe of Oklahoma through its duly elected Tribal Business Committee has regularly scheduled monthly meetings at which an accounting of each program's monthly expenditures, plus a narrative statement of each program will be presented and the Business Committee shall comply with the contract amending procedures as set forth in PL 93-638; and



BEAREAS, the Chairman of the Quapaw Tribal Business Committee, Jesse McKibben and/or Acting Tribal Business Manager, Walter King is the authorized tribal official to negotiate the contract and any amendments thereof; and

BEAREAS, the proposed recontracts will be for a term of twelve months beginning October 1, 1982 and ending September 30, 1983; and


BEAREAS, PL 93-638 shall be adhered to throughout the scope of each contract for the benefit of the tribe and the Indian people.

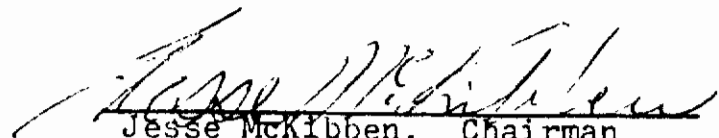
WHEREFORE BE IT RESOLVED THAT:

the Quapaw Tribe of Oklahoma through its duly elected governing body, after review of each, does hereby submit this resolution in support of its applications to recontract the Adult Education Program, Basic Grants Program, the Housing Improvement Program, and the Training and Technical Assistance program for the benefit of the Quapaw Tribe, its members and other Indian people residing within its jurisdictional boundaries.

#### CERTIFICATION

The foregoing resolution of the Quapaw Tribe of Oklahoma being presented at a regular scheduled monthly meeting of the Quapaw Tribal Business Committee meeting on 22 day, July 1982 with a vote reflecting 6 yes, 0 no, 0 abstaining.

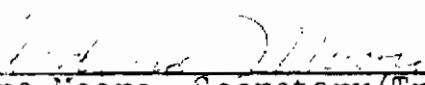
  
Linda Moore, Secretary/Treasurer  
Quapaw Tribal Business Committee

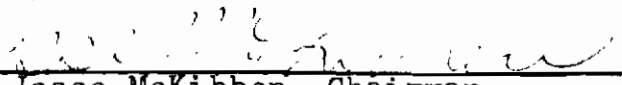
  
Jesse McKibben, Chairman  
Quapaw Tribal Business Committee

RESOLUTION  
72282 E  
TO AUTHORIZE SIGNING OF CHECKS

WHEREAS, the Quapaw Tribe of Oklahoma in compliance with the Bureau of Indian Affairs, does authorize the following officials to sign all Bureau of Indian Affairs program checks.

Jesse McKibben, Chairman  
Harry Gilmore, Vice Chairman  
Ardina Moore, Secretary/Treasurer  
Walter King, Acting Business Manager  
Barbara Lundsford

  
\_\_\_\_\_  
Ardina Moore, Secretary/Treasurer  
Quapaw Tribal Business Committee

  
\_\_\_\_\_  
Jesse McKibben, Chairman  
Quapaw Tribal Business Committee