

**TRADITIONAL  
COUNCIL**

**CHAIRMAN**  
Estavio Elizondo, Sr., Menikapah

**SECRETARY**  
Freddie Hernandez, Sr., Kisakodita

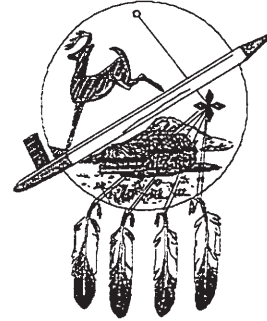
**TREASURER**  
David Treviño, Wapikaoda

**MEMBERS**  
Kendall Scott, Sr., Metaa  
Arturo Herrera Garza, Mekaka

**KICKAPOO**

**TRADITIONAL  
TRIBE OF TEXAS**

2212 Rosita Valley Rd.  
Eagle Pass, Texas 78852



**RESOLUTION No. 2026-003**

**RESOLUTION DULY ADOPTED BY THE  
KICKAPOO TRADITIONAL COUNCIL  
THE TRIBAL GENERAL WELFARE SUPPORT PROGRAM  
FOR QUALIFIED TRIBAL MEMBERS**

**WHEREAS,** The Kickapoo Traditional Tribe of Texas is a federally-recognized Indian tribe ("Tribe") organized under Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), codified at 25 U.S.C. 476, et seq., and under the Tribal Constitution, which was approved by the United States Secretary of Interior on July 11, 1989; and

**WHEREAS,** The Traditional Council of the Tribe (the "Tribal Council") is the governing body of the Tribe, as specified under Article III, Section I of the Tribal Constitution; and

**WHEREAS,** The Tribal Council has the powers necessary to act for the Tribe and to represent the Tribe in all matters under powers vested in it by Article VII of the Tribal Constitution; and

**WHEREAS,** on September 26, 2014, the United States government enacted the Tribal General Welfare Exclusion Act of 2014, Pub. L. 113-168, 128 Stat. 1883 (codified at 26 U.S.C. § 139E) which immunized from federal income taxation certain benefits provided by federally- recognized Indian tribes to their citizens, spouses, and dependents; and

**WHEREAS,** the Department of the Treasury has issued final regulations implementing the Tribal General Welfare Exclusion Act, which include a transition period allowing tribes to ensure their programs are consistent with the final regulations; and

**WHEREAS,** The Tribal Council previously has adopted and implemented tribal general welfare policies and ordinances for the benefit of the Tribe's members, including the General

Welfare Ordinance (June 20, 2017) and the Tribal Housing Support Benefit Program (January 5, 2018); and

**WHEREAS,** The Tribal Council enacted the Tribal General Welfare Support Program for Qualified Tribal Members via Resolution No. 2018-33, as amended, and

**WHEREAS,** The Tribal Council is concerned about improving the quality of life of Tribal Members and seeks to provide support to them not otherwise provided by the Tribe or other government programs; and

**WHEREAS,** the Tribal Council attests that these benefits are not lavish or extravagant based on the Tribe's culture and cultural practices, history, geographic area, traditions, resources, economic conditions or factors, or other factors not specifically named herein; and

**WHEREAS,** The Tribal Council wishes to amend its Tribal General Welfare Support Program for Qualified Tribal Members to ensure proper administration of the benefits.

**NOW, THEREFORE, BE IT RESOLVED,** that the Tribal Council rescinds all prior Ordinances and Resolutions relating to Tribal General Welfare Support Program and replaces them with this Resolution; and

**RESOLVED,** that the Tribal Council hereby enacts the Tribal General Welfare Support Program and establishes the program guidelines set forth below:

I. Establishment of the Program.

The Kickapoo Traditional Tribe of Texas Tribal Council (the "Tribe") hereby establishes the Tribal General Welfare Support Program (the "Program").

II. Purpose of the Program.

- A. The purpose of the Program is to provide financial assistance to Tribal Members to assist them in providing for their education, transportation, child care, medical care, non-prescription drugs or other medicines not covered by insurance or public health programs, temporary meals and lodging to assist with obtaining medical care, making health insurance deductible payments, family emergencies, and providing for similar needs to allow them to live full and productive lives to the best of their ability.
- B. The Tribal Council is recognized by the United States as having the sovereign authority to provide certain benefits to its Tribal Members free of income tax liability as the result of the application of General Welfare Doctrine established pursuant to the Tribal General Welfare Exclusion Act of 2014, Pub. L. 113-168, 128 Stat. 1883 (codified at 26 U.S.C. § 139E) and the final regulations implementing 26 U.S.C. § 139E, as published at 90 Fed. Reg. 58378 (December 16, 2025).
- C. The purpose of this Program policy is to (i) establish guidelines for Tribal Member applicants applying for benefits under the Program, (ii) provide guidance to the Tribe's staff administering the Program, and (iii) ensure consistency with the Tribal General

III. The Need for the Program.

The Tribe hereby finds and determines that:

- A. The Program is needed to assist Tribal Members to ensure that they receive the community-based needs assistance allowing them to preserve their quality of life and to promote the general welfare and best interests of the Tribe (“Program Benefits”).
- B. As Tribal Members age, there are increasing financial needs associated with sustaining quality-of-life. It is consistent with the culture and tradition of the Tribe to provide for and protect the interests of Tribal Members whenever possible. The Program is established to provide a means of providing financial assistance to Tribal Members to meet their general welfare needs.
- C. Program Benefits are provided from the Tribe’s financial assets and, as such, are subject to the availability of funds budgeted and appropriated by the Tribal Council.
- D. In establishing the Program, the Tribe does not intend to alleviate the U.S. government of its legal and trust responsibilities to provide funding for the general welfare of Tribal Members. Nothing contained in this Program policy shall be considered as a waiver of the Tribe’s right to seek and receive federal funds for the benefit of Tribal Members.

IV. Nature of Program Benefits.

- A. Benefits provided from the Program shall take the form of cash payments payable by check, except where the Beneficiary is physically or mentally incapacitated, a student attending college or university away from the reservation, or otherwise has a justification approved by the Tribe for being unable to be physically present to receive a check.
- B. Program Benefits are provided in a manner consistent with applicable federal law and Department of the Treasury and Internal Revenue Service regulations and guidance, are not compensation for services, are not lavish and extravagant, and thus are not subject to federal or state income tax.
- C. Tribal Members shall not include Program benefits as reportable income for any purpose.
- D. The Tribe shall provide legal assistance on a case-by-case basis to any Tribal Member who is subject to investigation or audit by any government agency in connection with receipt of Program Benefits.
- E. Program benefits must be used for the purpose stated in this policy. No Beneficiary shall have an interest in or right to any funds budgeted for or set aside for assistance until actually distributed. Benefits remain assets of the Tribe until distributed.



V. Funding of the Program.

The Program shall be funded from the general funds of the Tribe. Program funding shall be at the discretion of the Tribal Council and subject to the availability of funds.

VI. Program Eligibility Requirements.

A. *Eligibility.* Program Benefits shall be available only to Tribal Members who qualify as Beneficiaries.

B. *Definitions.*

1. *Beneficiary.* Beneficiary means—

- a. An enrolled member of the Tribe;
- b. Who resides on or near lands within the Tribe's jurisdiction as set forth in Article I of the Tribe's Constitution, including Nacimientto, Coahuila, Mexico for at least ninety (90) days prior to the date Program Benefits are provided; and
- c. Is in good standing with the Tribe; and
- d. Who has not forfeited his or her rights to receive Program Benefits; and
- e. Who is in compliance with all other provisions of this policy.

2. *Residency.* Residency means—

- a. The address where a Beneficiary lives which is said Beneficiary's true, fixed home and principal place of living; and
- b. The address which said Beneficiary intends to return whenever absent for a temporary period (which shall be considered not longer than ninety (90) consecutive days), unless for reasons of school attendance (including higher education), military service, incarceration, or elected public service

3. *Good Standing.* Good Standing means that a Beneficiary has no outstanding debt to the Tribe, including Tribal or court ordered fines or fees; and is not the subject of an active arrest warrant issued by a court of competent jurisdiction, as verified by the Tribe.

4. *Elected Public Service.* Elected Public Service means any elected official of a Federal, state, or local unit of government in the United States.

C. *Single Residence Requirement.* A Beneficiary shall have only one residence for purposes of receiving benefits under this policy, regardless of the number of houses that may be owned or maintained by the Member. In determining which of a Member's houses is their residence for Program purposes, consideration must be given to where the Member works,



where their children (if any) attend school, what their long-term intention regarding residency is, and if the Member is married, where the spouse works.

D. *Beneficiaries in College or University.* A Beneficiary attending college or university shall be eligible for benefits under the following conditions:

1. The Beneficiary is enrolled in a full-time course load (meaning at least 12 credits per semester or 9 credits per quarter, depending on whether the institution has semesters or quarters);
2. Over two-thirds of the credits in a quarter system and over three-fourths of the credits in a semester system, require on-campus attendance;
3. The Beneficiary can show progress towards a degree or certificate; and
4. The Beneficiary shall lose their benefits within ninety (90) days following graduation or termination of their studies unless they resume their residency within the Tribe's jurisdiction.

E. *Proof of Residence.* A Tribal Member seeking Program benefits must provide acceptable documentation as proof of residence, including—

1. Utility bills,
2. Mortgage documents or other proof of home ownership,
3. School records, including receipts, class schedules, and report cards,
4. Rental or lease agreements,
5. Payroll records,
6. Current homeowners or automobile insurance bills or other proof of insurance,
7. U.S. or Texas State social welfare institution letter or statement indicating applicant is a client or resident of the facility,
8. U.S. tax return, and/or
9. Texas State driver's license or identification card.

Notes and letters from family members will not be accepted as proof of residence.

F. *Military Residence.* Tribal Members who are presently serving in the military who were residing in the Tribe's jurisdiction before joining are eligible for Program benefits. Verification such as an Active Duty Military ID or a copy of their current Military Orders shall be required.

- G. *Elder Residency.* Members who have moved out of the Tribe's jurisdiction for reasons beyond their control such as residence in a nursing home or adult foster care home will be eligible for Program benefits.
- H. *Incarcerated Tribal Members.* Tribal Members who are incarcerated for longer than ninety (90) days are not eligible for Program Benefits. Benefits shall resume following a ninety (90) day period upon release.
- I. *Homeless Tribal Members.* If a Tribal Member is currently homeless, they must verify that they are located in the Tribe's jurisdiction.
- J. *Minor Tribal Members.*
1. Program Benefits provided to minor Tribal Members under the age of eighteen (18) shall be provided to the parent or legal guardian of said minor for the benefit of said minor. In the event of divorced parents or guardians that maintain two households, the Program Benefit shall be divided as indicated in (a) a written agreement between the parents/legal guardians or (b) an order by a court of competent jurisdiction; provided, Program Benefits shall not be disbursed in the absence of an agreement or order by a court of competent jurisdiction and shall be forfeited after a period of ninety (90) days without an agreement or order by a court of competent jurisdiction in place.
  2. Minor Tribal Members subject to child custody proceedings shall have their Program Benefits deferred until such time the Tribe's court indicates by official order the custodian of said Benefits. Benefits deferred for more than ninety (90) days shall be forfeited.
  3. Minor Tribal Members who have moved out of the Tribe's jurisdiction for reasons beyond their control such as, but not limited to, foster care placement, adoption, or guardianship placement per a legal court order will be eligible for Program benefits.
- K. *New Enrollment.* A newly-enrolled Tribal Member, including any Tribal Member who was previously enrolled in another federally-recognized Indian nation or tribe, shall be eligible for benefits under this Program in accordance with the vesting schedule provided in the Kickapoo Traditional Tribe of Texas Enrollment Ordinance.
- L. *Equal Treatment of Tribal Council Members.* Nothing herein contained shall serve as, or be construed as, providing any favorable or discriminatory treatment in favor of members of the Tribal Council, *provided*, that Tribal Council members shall be eligible to receive benefits under this Program on the same basis as Tribal Members generally.

M. *Termination of Benefits.* Any Beneficiary who permanently moves outside of the Tribe's jurisdiction shall immediately forfeit eligibility.

N. *Revocation of Benefits.* Benefits may be revoked or forfeited for any Beneficiary who is found to have misapplied Program funds or to have made any misrepresentations during the application process. Assistance may also be forfeited should said benefits be treated as a resource to the Tribe's detriment or another Beneficiary. The Tribe shall have a right of recovery with regard to any excess or improper payments.

VII. Automatic Suspension of Benefits: Alcohol- or Drug-Related Offenses, Treatment Non-Completion, Parental Loss of Custody, Child-Support Arrears, and Conditional Good Standing

A. *Rationale.* The Tribe finds that the misuse of alcohol or controlled substances, the failure to complete treatment funded by the Tribe, the loss of parental custody of Tribal children, and the failure to meet child-support obligations undermine the health, safety, and welfare of the Kickapoo community and are inconsistent with the purpose of the Tribe's General Welfare Programs. Members engaged in such conduct are not in good standing and should be temporarily ineligible for General Welfare benefits.

B. *Automatic Suspension for Alcohol- or Drug-Related Convictions.* A Tribal Member shall be deemed not in good standing and shall have all General Welfare benefits automatically suspended upon conviction or plea of guilty or no contest to an alcohol- or drug-related criminal offense in the Kickapoo Traditional Tribe of Texas Tribal Court or any other court of competent jurisdiction.

"Alcohol- or drug-related criminal offense" includes, but is not limited to:

- possession, manufacture, sale, or distribution of controlled substances;
- unlawful possession or sale of alcoholic beverages;
- driving or being in actual physical control of a vehicle while intoxicated;
- public intoxication or disorderly conduct related to alcohol or controlled substances;
- possession of paraphernalia with intent to use, sell, or distribute; or
- conspiracy, attempt, or aiding and abetting in any of the above.

C. *Duration of Suspension (Criminal Offenses).*

Offense	Suspension Period
First Offense	90 days
Second Offense	180 days
Third or subsequent offense	12 months

Suspension begins on the date of conviction or entry of plea, whichever occurs first.



- D. *Application to Plea Agreements.* A plea bargain, deferred sentence, or plea held in abeyance shall be treated as a conviction for purposes of this section.
- E. *Scope of Suspension.* During a suspension period, the Member is ineligible for all General Welfare Program benefits, including monetary and in-kind distributions, but may remain eligible for emergency medical, housing, or child-welfare assistance when necessary to protect dependents or prevent immediate harm.
- F. *Reinstatement (Criminal Offenses).* Eligibility automatically reinstates at the end of the suspension period if no new alcohol- or drug- related conviction or plea has occurred.
- G. *Coordination and Notification.* The Tribal Court Clerk shall notify the Tribal Operations Administration within ten (10) business days of any conviction or plea covered by this section so that eligibility may be updated.
- H. *Sovereign Authority.* This section is an exercise of the Tribe's inherent sovereign authority to define membership standing and benefit eligibility. Nothing herein waives sovereign immunity or creates a private cause of action.
- I. *Treatment-Related Suspensions.*
1. *Automatic Suspension During Treatment.* Any Tribal Member who enters an alcohol- or drug-treatment facility whose costs are paid in whole or in part by the Tribe shall have all General Welfare benefits suspended for the duration of treatment. Benefits automatically reinstate on the first day of the first full month following successful completion of the program, as verified in writing by the treatment provider.
  2. *Failure to Complete Treatment.* If a Tribal Member leaves or is discharged from treatment before completion, the following suspensions apply automatically:

Treatment Attempt:	Discharge/Suspension for Leaving Early
First occurrence:	30 days
Second occurrence:	60 days
Third or subsequent occurrence:	90 days

The suspension period begins on the date the Tribe receives notice of early departure from the treatment provider.
  3. *Reinstatement.* A Member who completes treatment in good standing may have benefits reinstated at the beginning of the first full month following completion. A Member suspended for early departure shall regain eligibility automatically at the end of the applicable suspension period, provided the Member has not re-entered and failed treatment again.
  4. *Coordination.* The Behavioral Health Department or other designated program shall promptly notify the Tribal Operations Administration whenever a Member

enters, completes, or fails to complete alcohol- or drug-treatment funded by the Tribe.

J. *Interpretation.* This section shall be liberally construed to promote accountability, recovery, and responsible stewardship of Tribal resources while ensuring that dependents and vulnerable persons remain protected from hardship.

K. *Foster Care and Parental Responsibility.*

1. *Loss of Custody.* When a Tribal child or children are placed into Tribal foster care by order of the Kickapoo Traditional Tribe of Texas Tribal Court, any biological parent or legal guardian of such child shall be deemed not in good standing with the Tribe for the duration of the child's placement.
2. *Effects on Benefits.* While a Tribal child remains in foster care:
  - a. No parent or guardian of that child shall be eligible to receive General Welfare Program benefits.
  - b. No parent or guardian shall receive any Tribal assistance, payment, or distribution on behalf of the child, including per-capita shares, child-based stipends, food, clothing, or housing allowances.
  - c. All financial or in-kind support for the child shall be directed solely to the Tribal foster home, guardian, or program providing for the child's care, as provided under the Program in Section VI., Part J. Minor Tribal Members.
3. *Reinstatement of Good Standing.* A parent's or guardian's good standing shall be re-established only upon:
  - a. Reunification of the child or children with the parent(s) or guardian(s) pursuant to a Tribal Court order; or
  - b. The parent's or guardian's formal surrender of custody or termination of parental rights as recognized by the Tribal Court.
4. *Coordination.* The Tribal Child Welfare Department shall promptly notify the Tribal Operations Administration when a child is placed into or removed from Tribal foster care, or when custody is surrendered or terminated, so that parental eligibility may be updated accordingly.

L. *Child Support Arrears Suspension.*

1. *Failure to Pay Child Support.* Any Tribal Member who is delinquent or in arrears on a child-support obligation ordered by the Kickapoo Traditional Tribe of Texas Tribal Court or any other court of competent jurisdiction shall be

deemed not in good standing and shall have all General Welfare benefits suspended.

2. *Duration of Suspension.* The suspension shall remain in effect until the Member demonstrates, through documentation from the ordering court or its clerk, that all arrearages have been paid in full and that the Member is current on ongoing child-support obligations.
3. *Coordination.* If Tribal Operations becomes aware of any such delinquency, it shall promptly notify the Tribal Operations Administration to implement suspension. The Tribal Operations Administration may coordinate with the Tribal Court, Child Support Services, or other relevant authorities to verify compliance or reinstatement.
4. *Rationale.* This provision ensures that Tribal resources do not supplement members who neglect their court-ordered responsibilities to support their children, thereby promoting accountability and the welfare of Tribal families.

M. *Severability.* If any provision of this section is held invalid, the remaining provisions shall remain in full force and effect.

N. *Plea-Based Conditional Good Standing Provision.*

1. *Rationale.* The Tribe recognizes that most criminal cases in Tribal Court are resolved through plea agreements that promote efficiency, rehabilitation, and accountability. To prevent excessive trial backlogs while maintaining consistent standards of conduct, this section establishes limited authority for conditional good standing for members who accept responsibility through plea and engage in court-supervised rehabilitation.
2. *Conditional Good Standing.* A Tribal Member who pleads guilty or no contest to an alcohol- or drug-related offense may remain in conditional good standing—and thereby retain eligibility for General Welfare benefits—if all of the following apply:
  - a. The plea agreement includes a requirement of substance-abuse treatment, counseling, probation, restitution, or community service as part of sentencing;
  - b. The Member enrolls and remains in compliance with all such court-ordered conditions; and
  - c. The Tribal Court Judge expressly recommends conditional good standing in the written judgment or sentencing order.



3. *Interaction with Treatment-Related Suspensions.* Conditional good standing does not override or eliminate the treatment-related suspensions established under Section 8.9.
  - a. If the Member enters a treatment program funded by the Tribe, the automatic suspension of benefits during treatment still applies for the duration of that program.
  - b. Conditional good standing, if granted, shall take effect only after treatment completion and successful compliance with all plea-based conditions.
  - c. If treatment is privately funded and does not invoke Section 8.9, conditional good standing may remain in effect throughout court supervision.
4. *Effect of Violation.* If the Member fails to comply with any treatment, counseling, probation, restitution, or community-service condition of the plea agreement, the conditional good standing shall automatically terminate, and the corresponding suspension under Sections 8.2-8.3 shall take immediate effect without further notice.
5. *Duration and Completion.* Conditional good standing remains in effect only for the period of active court supervision. Upon successful completion of all court-ordered requirements, the Member shall remain in good standing without further suspension.
6. *Coordination.* The Tribal Court, Probation Department, and Behavioral Health Department shall promptly notify the Tribal Operations Administration when a Member is granted, loses, or completes conditional good standing so that benefits eligibility can be updated accordingly.
7. *Discretion and Limitations.* Conditional good standing may not be granted for felony-level offenses, repeat offenders (three or more prior convictions), or offenses involving trafficking, distribution, or violence. In such cases, the automatic suspension provisions shall apply in full.
8. *Judicial Recommendation Authority.* In addition to conditional good standing under this section, the Tribal Court may, in the interests of justice and rehabilitation, recommend that a Member remain in good standing or that a suspension be deferred while the Member is in compliance with conditions of probation, treatment, or restitution. Such recommendations shall be considered advisory but may be implemented by the Tribal Operations Administration upon concurrence of the Tribal Council or its designee.

VIII. Program Administration.

- A. The Tribe's Office of Tribal Operations Administration shall act as the Benefits Coordinator of the Program.
- B. The Benefits Coordinator shall have the authority to make determinations in accordance with this Policy as to the eligibility of individuals to receive payments from the Program. In addition, the Benefits Coordinator shall have the following duties:
  - 1. Keep accurate and complete records of all applications for benefits and all determinations made as to the eligibility of Tribal Members to receive payments from the Program, together with the evidence or documentation relied upon to make such determinations;
  - 2. Provide an accurate and complete accounting of the administration of the Program to the Tribal Council as requested and in no event less frequent than once per year.
  - 3. Conduct periodic reviews of benefits provided in order to ensure compliance with Tribal General Welfare Support Program and federal requirements. Such reviews shall ensure that under the totality of the facts and circumstance, the Program benefits to individuals are not lavish or extravagant, and to make recommendations regarding same to the Tribal Council based on the results of those reviews. In determining whether the Program benefits would be deemed lavish or extravagant the Benefits Coordinator shall consider the totality of the facts and circumstances at the time the Program benefits were provided, including but not limited to the factors set forth in 26 C.F.R. § 1.139E-1(d)(4) (or successor regulations) and the Tribe's: (1) culture and cultural practices; (2) history; (3) geographic area; (4) traditions; (5) resources; (6) economic conditions or factors; and (7) any other factors the Tribal Council may deem relevant.
- C. The Benefits Coordinator shall not be held liable for any errors or omissions which may arise in the good faith exercise of the Benefit Coordinator's authorities or duties.
- D. *Voluntary Withholding Agreements.* A Beneficiary may agree to return Program Benefits either in whole or in part by voluntary agreement and the Benefits Coordinator shall accept such agreement; provided, however, such agreements will be honored only if the Tribal Member owes money to the Tribe and not third parties.
- E. *Privacy and Release of Information.*
  - 1. The Tribe shall maintain records regarding sensitive matters, including tribal customs, religion and traditions, confidential from other governments and third-party disclosures to the fullest extent permitted by law.
  - 2. If information is requested by any outside government agency or official during an audit, examination, or otherwise, information may be provided to the extent

necessary and required by applicable law, provided, that the Tribal Council shall authorize said release of information in advance, and further provided, that government-to-government consultation pursuant to Presidential Executive Order 13175 (or successor) shall occur.

IX. Disputes as to Eligibility.

- A. All disputes as to the eligibility of an individual to receive payments from the Program shall be determined in the first instance by the Benefits Coordinator. An adverse decision of the Benefits Coordinator as to such eligibility of an individual may be appealed to the Tribal District Court for an administrative hearing. The Tribal District Court's decision shall be final and non-appealable.
- B. A recipient of Program benefits may be required to forfeit their eligibility or re-pay benefits where it is determined that the recipient has misrepresented their eligibility. All benefit distributions shall be used for the purpose set forth herein.

X. No Alienation of Beneficial Interest.

- A. Benefits shall not be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy, attachment or garnishment by creditors.
- B. In no event shall any beneficial interest to receive payments from the Program be anticipated, alienated, inherited, or assigned by or to any third party by the Program participant. The eligibility of any individual to receive payments from the Program shall terminate upon the death of the individual, or upon a decision of the Tribal Council to terminate the Program. Notwithstanding anything contrary contained in this Article IX, an accrued but unpaid payment from the Program may be applied by the deceased Beneficiary's personal representative, executor, or executrix, or rightful heirs, toward the deceased Member's outstanding funeral expenses payable to a funeral home.

XI. Modification and Termination.

The Tribal Council shall retain the authority to modify the terms and conditions governing this Program, or to terminate the Program, without prior notice to any Beneficiary receiving payments from the Program.

XII. Interpretation.

In accordance with the Tribal General Welfare Exclusion Act of 2014, Pub. L. 113-168, 128 Stat. 1883, §2(c) (codified at 26 U.S.C. § 139E), ambiguities in the interpretation and application of this Program policy regarding the income tax immunity of any Program benefits to Beneficiaries shall be resolved in favor of the Tribe and its Beneficiaries and deference shall be afforded the Tribe and said Beneficiaries regarding the administration of this policy.

**RESOLVED,** That the Tribal Housing Support Benefit program, created pursuant to Resolution 2018-006, as amended, shall be governed by and administered in accordance with the provisions of the Tribal General Welfare Support Program (TGWSP) and all references to the General Welfare Ordinance therein shall be construed as references



to the Tribal General Welfare Support Program (TGWSP); and

**RESOLVED**, That the Tribal Council hereby directs that the appropriate officers of the Tribe be, and they hereby are, authorized and empowered to execute such documents, take such steps, and perform such acts as, in their judgment, may be necessary or convenient to carrying out the foregoing resolution and that any such documents executed or acts taken by them shall be conclusive evidence of authority in so doing; and

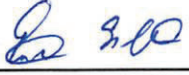


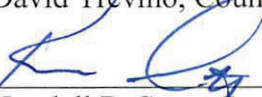
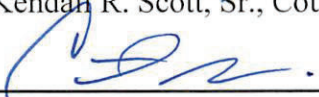
**FINALLY, BE IT RESOLVED**, that this resolution is effective immediately.

**READ, PASSED, APPROVED, AND ENACTED** at duly called Tribal Council meeting on this 12th day of January, 2026, as shown by our signatures.

\* \* \* \* \*

## ATTESTATION

We, the undersigned Kickapoo Traditional Tribal Council members acting in our official capacities as the governing body of the Kickapoo Traditional Tribe of Texas certify that the above resolution is a true and accurate resolution adopted at a meeting called and conducted on January 12, 2026 at the Kickapoo Tribal Governmental offices located at 2212 Rosita Valley Road in Eagle Pass, Texas with a quorum being present. Each signatory below indicates his vote by circling his choice on Resolution No. 2026-003 as follows:

 _____ Estavio Elizondo, Sr., Council Chairman	<u>FOR</u> / AGAINST	<u>1-12-26</u> Date
 _____ Freddie Hernandez, Sr., Council Secretary	<u>FOR</u> / AGAINST	<u>1/12/26</u> Date
 _____ David Treviño, Council Treasurer	<u>FOR</u> / AGAINST	<u>1-12-26</u> Date
 _____ Kendall R. Scott, Sr., Council Member	<u>FOR</u> / AGAINST	<u>1-12-26</u> Date
 _____ Arturo Herrera Garza, Council Member	<u>FOR</u> / AGAINST	<u>1-12-26</u> Date


## CERTIFICATION

I, Freddie Hernandez, Sr., the Secretary of the Kickapoo Traditional Tribe of Texas Traditional Council, or designated agent, hereby certify that a duly called meeting of the Tribal Council was held and that **Resolution No. 2026-003** was approved and enacted on January 12, 2026. The Traditional Council voted as follows:

<u>5</u>	in favor
<u>0</u>	opposed
<u>0</u>	abstained
<u>0</u>	absent

FREDDIE Hernandez, SR., Secretary

By:

  
\_\_\_\_\_  
Signature