

CHAPTER 8 – GAMING

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CHAPTER 8 GAMING

8.1 GAMING ORDINANCE

8.1.1 Purpose and General Provisions. This ordinance shall amend and supersede all preceding Sokaogon Chippewa Community gaming ordinances.

8.1.2 Purpose. This ordinance shall serve the following purposes:

- A. To provide appropriate regulations and rules which shall be strictly and uniformly enforced throughout the jurisdiction of the Tribe;
- B. To ensure the close control by the Tribal Council (“Council”), the Tribal governing body of the Sokaogon Chippewa Community and the Sokaogon Gaming Enterprise Corp (“Corporation”), a Tribal chartered corporation presently operating all Class III gaming operations of the Sokaogon Chippewa Community, of all phases of the conduct of gaming operations on the Tribe’s Lands;
- C. To provide a statutory basis for the operation of gaming by the Tribe as a means of promoting tribal economic development, self-sufficiency and a strong Tribal government.
- D. To secure the employment and revenue benefits of gaming for our Tribal members, all in accordance with the Indian Gaming Regulatory Act (IGRA) and a certain Compact entered into with the State of Wisconsin on August 22, 1991 (“Compact”).

8.1.3 Maintenance of Ordinance. This ordinance shall be maintained in updated form, incorporating such amendments as shall from time to time be adopted by the Council and approved as maybe required by 25 U.S.C. § 2712 of the IGRA and 25 CFR part 523 of the National Indian Gaming Commission’s Regulations.

8.1.4 Jurisdiction. The regulations and rules set forth in this Ordinance shall govern all gaming operations conducted on the Tribe’s Lands.

8.1.5 Definitions.

- A. “Applicant” means any person having on file with the Council or the Corporation an application for a gaming license.
- B. “Application” means the completed forms and information requested by the Council or the Corporation.
- C. “Class II gaming” means Class II gaming as defined in accordance with the IGRA, 25 U.S.C. § 2703(7)(A).
- D. “Class III gaming” means Class III gaming as defined in accordance with the IGRA, 25 U.S.C. § 2703(8).

- E. "Corporation" means the Sokaogon Gaming Enterprise Corporation established pursuant to a Tribal Charter granted and empowered by Tribal Resolution #1-13A-93 by the Sokaogon Tribal Council on January 13, 1993 and ratified by the Tribal Council, February 25, 1993 and ratified by the Tribal Council, February 25, 1993.
- F. "Compact" means any compact between any state and the Tribe entered into pursuant to the IGRA, including any amendments thereto.
- G. "Gaming Facilities" means the buildings and associated real property within which the Tribe conducts Class II and Class III gaming and other associated commercial activity related to such gaming.
- H. "Gaming Operations" means all of the Tribe's Class II and Class III gaming operations conducted pursuant to the Ordinance. "Gaming Operation" means each economic entity that is licensed by the Tribe, operates the games, receives the revenues, issues the prizes and pays the expenses.
- I. "Gaming Regulations" means all of the Tribe's Class II and Class III rules and regulations pertaining to any gaming operations presently in force or from time to time that may be amended or adopted.
- J. "General Manager" means the individual who has responsibility for day-to-day operations of a Gaming Operation.
- K. "IGRA" means the Indian Gaming Regulatory Act, Pub.L. 100-497, 25 U.S.C. § 2701 et seq.
- L. "Lottery Board" means the Wisconsin Lottery Board, its authorized officials, agents and representatives.
- M. "Management Contract" means any contract, subcontract or collateral agreement between the Tribe and a contractor or between a contractor and a subcontractor if such contract or agreement provides for the management of all or part of any Gaming Operations, within the meaning of 25 C.F.R. §.502.5.
- N. "NIGC" means the National Indian Gaming Commission established pursuant to the IGRA, 25 U.S.C. § 2704.
- O. "Net revenues" means gross revenues of any Gaming Operations less amounts paid out as, or paid for, prizes and total gaming-related operating expenses including debt service but excluding management fees paid to a management contractor within the meaning of 25 U. S.C. § 2711 (c).
- P. "Ordinance" means this Gaming Ordinance.
- Q. "Owner or Controlling Person" means any natural person, beneficiary or trustee, any partner in a partnership, and any person who is a director or who holds or controls at

least 10% of the issued and outstanding stock of a corporation, having a direct financial interest in any Management Contract.

- R. "Person" means any individual or entity, including any corporation or general or limited partnership.
- S. "Premises" or "Licensed Premises" means any place, facility, or location on the Tribe's Lands at which Class II or Class III gaming is conducted.
- T. "Relative" of a person includes any of the person's parents and children (including adopted children) living in the person's immediate household. Relatives of the half blood are considered to be in the same relationship as if in the whole blood.
- U. "Tribe" means the Sokaogon Chippewa Community, any of its subdivisions, enterprises, agencies or instrumentalities, subdivisions of such enterprises, agencies or instrumentalities, corporations chartered under federal, state or tribal law which are wholly owned by any of the foregoing, and authorized officials, agents and representatives of any of the foregoing.
- V. "Tribe's Lands" or "Tribal Land" means all lands within the limits of the Sokaogon Chippewa Community reservation; All lands owned by the Tribe; All lands held in trust by the United States for the benefit of the Tribe over which the Tribe exercise governmental power, and which meet the requirements of Section 20 of the IGRA, 25 U.S.C. § 2719.
- W. "Tribal Council" means the duly elected governing body of the Tribe operating and elected in accordance with the Constitution of the Tribe.

8.1.6 Repeal and Inconsistency. All other ordinances or parts of ordinances of the Tribe, to the extent that they are inconsistent or conflicting with this ordinance, to the extent of the inconsistency only and all prior gaming ordinances are hereby repealed.

8.1.7 Severability and Non-Liability.

- A. If any section, provision, or portion of this Ordinance is adjudged to be in violation or inconsistent with any applicable Tribal, State, or Federal law, or is adjudged unconstitutional or invalid by a Court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby and it shall remain in full force as if said section, provision or portion as adjudged unconstitutional or invalid was nonexistent.
- B. The Tribe asserts that there is no liability on the part of the Sokaogon Chippewa Community, its agencies, enterprises, elected officials, officers, directors, or employees for damages that may occur as a result of reliance upon and conformance with any of the provisions of this ordinance.

8.1.8 Abrogation and Greater Restrictions. Where this ordinance imposes greater restrictions than those contained in existing ordinances controlling any Gaming Facility, the provisions of this ordinance shall govern.

8.1.9 Sovereign Immunity.

- A. Nothing in this ordinance is intended nor shall be construed as a waiver of the sovereign immunity of the Sokaogon Chippewa Community.
- B. No employee or agent of the Tribe shall be authorized, nor shall he or she attempt to waive the immunity of the Tribe.

8.2 AUTHORIZATION OF GAMING ACTIVITIES

8.2.1 Authority for Class II Gaming. The Tribe shall be authorized to conduct all forms of Class II gaming on the Tribe's Lands.

8.2.2 Authority for Class III Gaming.

- A. Class III gaming as defined in the Indian Gaming Regulatory Act, P.L. 100-447, 25 U.S.C. Section 2703 (8) ("IGRA") and by the regulations promulgated by the National Indian Gaming Commission at 25 C.F.R. & 502.3 (as published in the Federal Register at 57 FR 12382-12393, April 9, 1992) is hereby authorized.
- B. Pursuant to the terms and Provisions of the Gaming Compact between the State of Wisconsin and the Sokaogon Chippewa Community, (hereinafter "Compact"), the following Class III games may be conducted under tribal auspices on tribal property within the confines of the Sokaogon Chippewa Reservation: blackjack, electronic game of chance with video display, electronic games of chance with mechanical display, pull-tabs where played outside Class II premises, and such other games as may from time to time be authorized pursuant to Part IV of the Compact.
- C. No person acting under the authority or auspices of the Tribe shall conduct or participate in the conduct of any Class III game on the Reservation other than the games provided in Section (B) above.
- D. No non-authorized person shall conduct or participate in the conduct of any gaming on the Tribe's Lands.
- E. Authority for Management and Other Contracts. The Tribe may enter into any contracts or other agreements to further its gaming interests, including one or more Management Contracts. Each Management Contract shall designate the person or persons having responsibility for management of all or part of any Gaming Operations. Management Contracts and other gaming-related contracts shall contain such provisions as are required under the TGRA and the Compact, shall be submitted to the NIGC or other appropriate federal regulatory body for approval as required by the IGRA, and shall be submitted to the Lottery Board or other appropriate state regulatory body; for approval as required by the Compact. Except as provided in the contract, all such contracts shall be effective pending review by the NIGC, other appropriate federal regulatory body, and/or the Lottery Board or other appropriate state regulatory body.

- F. The Compact is hereby incorporated herein by reference, as if attached hereto, as an integral part of this ordinance with respect to all forms of Class III gaming, as if set forth in full herein; provided, however, that nothing in the adoption of the Compact herein shall be deemed to affect the operation by the Tribe of any Class II gaming, whether conducted within or without the gaming facilities, or to confer upon any state any jurisdiction over such Class II gaming conducted by the Tribe on the Tribe's Lands.
- G. Authority for Gaming Commission. The Tribe may by Ordinance or under the provisions of Tribal Gaming Regulations, that may from time to time, be adopted by the Tribe, provide for the establishment of a Gaming Commission whose purpose shall be primarily advisory in nature. Its primary function shall be to watch and review the policies and procedures of the Gaming Corporation, to review and develop policies, guidelines, procedures and regulations for Class II and Class III gaming on the Tribe's Lands, including any amendments to this Ordinance, and for reporting to and recommending that the Council adopt such policies, guidelines, procedures and regulations.

8.2.3 Conformance with IGRA and Compact. This Ordinance shall be construed in a manner, which conforms to the IGRA and the Compact in all respects, and if inconsistent with the IGRA or the Compact in any manner, the provisions of the IGRA or the Compact, respectively, shall govern.

8.3 POLICIES, OPERATION, MANAGEMENT, AND OVERSIGHT

8.3.1 Standards.

- A. Class II games. The Council shall adopt standards of operation and management for bingo and other Class II games and, pending such adoption, may impose such interim standards as it may determine necessary to protect the integrity of such games. The standards of operation and management for Class II games shall provide, at a minimum, that:

- (1) No person under the age of eighteen (18) shall be permitted to participate in any Class II gaming operations as an employee, contractor, or player.
- (2) The rules by which the game will be conducted and the winner or winners determined will be established in advance of the game and shall be visibly displayed or available in pamphlet form in the Gaming Facility.

- B. Class III games. The standards of operation and management for Class III games shall be those set forth in the Compact. The Council and/or the Corporation may adopt standards of operation and management for Class III games that are no less stringent than, or not otherwise inconsistent with, the Compact.

8.3.2 Ownership of Gaming. The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any gaming operation authorized by this ordinance.

8.3.3 Use of Gaming Revenues.

- A. The net revenues from any games shall be exclusively devoted to the purposes authorized by the Council.
- B. Net revenues from Class II gaming shall be used only for the following purposes: to fund tribal government operations and programs; provide for the general welfare of the Tribe and its members; promote tribal economic development; donate to charitable organizations; or help fund operations of local government agencies.
- C. If the Tribe, in the future, should elect to make per capita payments to Tribal members, it shall authorize such payments only upon approval of a plan submitted to the Secretary of the Interior under 25 U.S.C. & 2710 (b) (Guidelines to Govern the Review and Approval of Per Capita Payments, memorandum to All Area Directors from the Assistant Secretary – Indian Affairs, December 21, 1992).
- D. The interests of minors and other legally incompetent persons who are entitled to receive per capita payments will be protected and preserved as required by the IGRA.

8.3.4 Audit.

- A. The tribe shall cause to be conducted annually an independent audit of gaming operations and shall submit the resulting audit reports to the National Indian Gaming Commission.
- B. All gaming related contracts that result in the purchase of supplies, services, shall be specifically included within the scope of the audit that is described in S.C.C. § 17.6.1 above.

8.3.5 Protection of Environment and Public Health and Safety.

- A. All gaming facilities shall be constructed, maintained and operated in a manner that adequately protects the environment and the public health and safety (Include State Requirements).
- B. Notwithstanding the provisions of S.C.C. § 17.3.5(A) hereof, the Tribe's Gaming Facilities existing on the effective date of the Compact shall be exempt from the requirements of S.C.C. 17.3.5 for a period of one year after the effective date of this Ordinance.

8.4 LICENSING PROCEDURES

8.4.1 General Provisions. The Tribe shall ensure that the policies and procedures set out in this section are implemented with respect to key employees and primary management officials employed at any gaming enterprise operated on Indian lands.

8.4.2 Tribal License Required. No person shall manage or be employed in any Gaming Operations on the Tribe's Lands unless and until the licensing procedures in this

section, S.C.C. 17.4, if applicable, have been complied with and a license has been granted hereunder. In addition to any state licenses required under the Compact, the following persons must obtain tribal licenses: any party to a Management Contract with the Tribe, and any Primary Management Officials and Key Employees.

8.4.3 Separate License Required for Each Facility. A separate license shall be required for each place, facility or location on the Tribe's Lands at which Class II or Class III gaming is or will be conducted.

8.4.4 Application for License. No license shall be issued under this Chapter except upon a sworn Application filed with the Council and/or the Corporation, in such forms as may be prescribed by the Council and/or the Corporation.

A. Definitions. For the purpose of this section, the following definitions apply:

(1) "Key employee" means a person who performs one or more of the following functions:

- (a) Bingo caller;
- (b) Counting room supervisor;
- (c) Chief of security;
- (d) Custodian of gaming supplies or cash;
- (e) Floor manager;
- (f) Pit boss;
- (g) Dealer;
- (h) Croupier;
- (i) Approver of credit; or
- (j) Custodian of gambling devices including persons with access to cash and accounting records within such devices.
- (k) If not otherwise included, any other persons whose total cash compensation is in excess of \$50,000.00 per year; or
- (l) If not otherwise included, the four (4) most highly compensated persons in the gaming operation.

(2) "Primary management official" means:

- (a) The person having management responsibility for a management contract;

- (b) Any person who has authority:
 - (1) To hire and fire employees;
 - (2) To set up working policy for the gaming operation;
- (c) The chief financial officer or other person who has financial management responsibility.

B. Application Forms.

- (1) The following notice shall be placed on the application form for a key employee or a primary management official before that form is filled out by and applicant:

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C- 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be employed in a gaming operation. The information will be used by National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the National Indian Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe being unable to hire you in a primary management official or key employee position. The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.

- (2) Existing key employees and primary management officials shall be notified in writing that they shall either:
 - (a) Complete a new application form that contains a Privacy Act notice;
 - (b) Sign a statement that contains the Privacy Act notice and consent to the routine uses described in that notice; or
 - (c) Sign a Confidentiality statement.
- (3) The following notice shall be placed on the application form for a key employee or a primary official before that form is filled out:

A false statement on any part of your application may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by fine or imprisonment (U.S. Code, title 18, section 1001).

- (4) Employees who submit false statements shall be notified by Human Resources that they must:
- (a) Complete a new application form that contains a notice regarding false statements; or
 - (b) Sign a statement that contains the notice regarding false statements.

C. Background Investigations.

- (1) The Tribe shall request from each primary management official and from each key employee all of the following information:
- (a) Full name, other names used (oral or written);
 - (b) Social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);
 - (c) Currently and for the previous ten (10) years: Business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers license numbers;
 - (d) The names and current addresses of at least four personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under subsection (b) of this section above;
 - (e) Current business and residence telephone numbers;
 - (f) A description of any existing and previous business relationships with Indian tribes, including ownership interests in those business;
 - (g) A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
 - (h) The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
 - (i) For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition if any;

- (j) For each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations), within ten (10) years of the date of the application, the name and address of the court involved and the date and disposition;
- (k) For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to subsections (ix) or (x) of this section, the criminal charge, the name and address of the court involved and the date and disposition;
- (l) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- (m) A current photograph;
- (n) A description of the premises at which the games are to be conducted, with proof of the contractual or other basis upon which the Applicant shall conduct games, or be employed, at such premises;
- (o) Any other information the Tribe deems relevant;
- (p) Fingerprints consistent with procedures adopted by the Tribe according to 25 C.F.R. § 522.2 (h); and
- (q) An agreement by the Applicant to accept and abide by all conditions of the license as provided in this Ordinance.

(2) The Tribe shall conduct an investigation sufficient to make a determination under S.C.C.C. § 17.4.4(D) below. In conducting a background investigation, the Tribe or its agent shall promise to keep confidential the identity of each person interviewed in the course of the investigation.

D. Eligibility Determination. The Tribe shall review a person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning the eligibility of a key employee or primary management official for employment in a gaming operation. If the Tribe determines that employment of the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, or tribal gaming operation shall not employ that person in a key employee or primary management official position.

E. Procedures for Forwarding Applications and Reports for Key Employees and Primary Management Officials to the National Indian Gaming Commission.

(1) When a key employee or primary management official begins work at a gaming operation authorized by this ordinance, the Tribe shall forward to the

National Indian Gaming Commission a completed application for employment and conduct the background investigation and make the determination referred to in S.C.C.C. § 17.4.4, above.

- (2) The Tribe shall forward the report referred to in S.C.C.C § 17.4.4(E) to the National Indian Gaming Commission within sixty (60) days after an employee begins work or within sixty (60) days of the approval of this ordinance by the Chairman of the National Indian Gaming Commission.
- (3) The gaming operation shall not employ as a key employee or primary management official a person who does not have a license after ninety (90) days.

F. Report to the National Indian Gaming Commission

- (1) Pursuant to the procedures set out in S.C.C.C. § 17.4.4(E), the Tribe shall prepare and forward to the National Indian Gaming Commission an investigative report. The report shall include all of the following:
 - (a) Steps taken in conducting a background investigation;
 - (b) Results obtained;
 - (e) Conclusions reached; and
 - (d) The basis for those conclusions.
- (2) The Tribe shall submit with the report, a copy of the eligibility determination made under S.C.C.C. § 17.4.4(D).
- (3) If a license is not issued to an applicant, the Tribe:
 - (a) Shall notify the National Indian Gaming Commission; and
 - (b) May forward copies of its eligibility determination and investigative report (if any) to the National Indian Gaming Commission for inclusion in the Indian Gaming Individuals Records System.
- (4) With respect to key employees and primary management officials, the Tribe shall retain applications for employment and reports (if any) of background investigations for inspection by the Chairman of the National Indian Gaming Commission or his or her designee for no less than three (3) years from the date of termination of employment.

G. Granting a Gaming License.

- (1) If, within a thirty (30) day period after the National Indian Gaming Commission receives a report, the National Indian Gaming Commission

notifies the tribe that it has no objection to the issuance of a license pursuant to a license application filed by a key employee or a primary management official for whom the tribe has provided an application and investigative report to the National Indian Gaming Commission, the Tribe may issue a license to such applicant.

- (2) The Tribe shall respond to a request for additional information from the Chairman of the National Indian Gaming Commission concerning a key employee or a primary management official who is the subject of a report. Such a request shall suspend the thirty (30) day period under S.C.C.C. § 17.4.4.1 (G)(1) until the Chairman of the National Indian Gaming Commission receives the additional information.
- (3) If, within the thirty (30) day period described above, the National Indian Gaming Commission provides the Tribe with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the Tribe has provided an application and investigative report to the National Indian Gaming Commission, the Tribe shall consider the application, taking into account the objections itemized by the National Indian Gaming Commission. The Tribe shall make the final decision whether to issue a license to such applicant.

H. License Suspension.

- (1) If, after the issuance of a gaming license, the Tribe receives from the National Indian Gaming Commission reliable information indicating that a key employee or a primary management official is not eligible for employment under S.C.C.C, § 17.4.4(D), the Tribe shall suspend such license and shall notify in writing the licensee of the suspension and the proposed revocation.
- (2) The Tribe shall notify the licensee of a time and a place for a hearing on the proposed revocation of a license.
- (3) After a revocation hearing, the Tribe shall decide to revoke or to reinstate a gaming license. The Tribe shall notify the National Indian Gaming Commission of its decision.

8.4.5 Hearing on Application for License. All Applications in which the Applicant is seeking a waiver of any requirements as set forth herein shall be considered by the Council in open session at which the Applicant, his or her or its attorney or paralegal and any person protesting the Application shall have the right to be present. All other Applications shall be considered by the Corporation in open session at which the Applicant, his/her or his/her attorney or paralegal and any person protesting the Application shall have the right to be present.

8.4.6 Authority to Issue License. The Council shall grant or deny Applications for a license in which the Applicant is seeking a waiver of any requirements as set forth herein. The Corporation shall grant or deny all other Applications for a license. Any

license granted by the Corporation shall be effective upon the date of grant, which effectiveness shall be provisional as set forth in S.C.C.C. 17.5, hereof pending the satisfactory completion of all background investigations; provided, however, that the Corporation must provide written notice to the Council of the granting of any licenses, and the Council shall have the power to overturn the granting of any license by action within thirty (30) days after receipt of such notice. If overturned by the Council, a license issued by the Corporation shall have no force or effect.

8.4.7 Appeal of Denial of License. The applicant may appeal to the Council from any denial of a license by the Corporation by mailing written notice of appeal to the Council within fifteen (15) days after the date of denial. Appeals shall be heard by the Council under the same open hearing procedure set forth in S.C.C.C. § 17.5.6; established for the Corporation.

8.4.8 Finality of Council Determinations. All Council determinations to deny a license shall be final unless judicial review of such Council determinations is obtained by bringing an appeal in Tribal Court within fifteen (15) days after the date of the determination.

8.4.9 Effectiveness of License. Any license granted hereunder shall be effective on a provisional basis pending the satisfactory completion of all background investigations required under this Ordinance, the IGRA, the Compact or any agreement to which the Tribe is a party. Upon the satisfactory completion of all required background investigations, such license shall continue to be effective until it expires. If background investigations are not satisfactorily completed, a provisional license shall have no further force or effect. All licenses shall be granted pursuant to the provisions and procedures as set forth in S.C.C.C. § 17.4.4(G) herein.

8.4.10 Term of License; License Fees.

- A. Licenses shall be for a term of one (1) year, or in the case of an initial license, for a portion of the calendar year, and shall expire on December 31.
- B. In order to recover costs to the Tribe of complying with the Federal, Tribal, and State regulatory processes applicable to Class II and Class III gaming, annual license fees shall be imposed as follows:
 - (1) License fees in the amount of \$5,000.00 per year shall be imposed on each party to a Management Contract with the Tribe.
 - (2) License fees shall be imposed on any other person required to obtain a tribal license in accordance with a fee schedule to be established by the Council and/or the Corporation.
 - (3) In addition to the license fees imposed pursuant to S.C.C.C. §§ 17.4. 10(B) (i) and (ii), the Council may in its discretion impose such fees on licensed persons as are reasonably related to costs of enforcement which will in the aggregate be

sufficient to enable the Commission to recover its reasonable costs of enforcing this Ordinance.

8.4.11 Conditions of License.

- A. Any license issued under this chapter shall comply with such reasonable conditions as may be fixed by the Council and/or the Corporation including, but not limited to the following:
- (1) The licensee shall at all times maintain an orderly, clean and neat establishment, both inside and outside the Licensed Premises;
 - (2) The Licensed Premises shall be subject to patrol by the Tribal security force and local police force, and the licensee shall cooperate at all times with such police, and law officers;
 - (3) The Licensed Premises shall be open to inspection by duly authorized Tribal officials at all times during the regular business hours;
 - (4) There shall be no discrimination in the operations under the license by reason of race, color or creed; provided, however that nothing herein shall prevent the licensee from granting preferences to Indians as permitted by law; and
 - (5) The licensee shall abide by all State laws as agreed to by the Compact of the Tribal Council.

8.4.12 Cancellation or Suspension.

- A. The licensee and his or her or its employees shall be legally responsible for any violation of the Ordinance or the license. Any license issued hereunder may be cancelled by the Council for the breach of any of the provisions of this Ordinance or of the license, upon hearing before the Council, after ten (10) days notice of the claimed breach to the licensee. The time and place of the hearing shall be posted in the Tribe's office. The licensee, his or her or its attorney or paralegal and any person affected by the license shall have the right to be present and to offer sworn oral or documentary evidence relevant to the breach charged.
- B. All decisions of the Council regarding cancellations of licenses shall be final unless an appeal seeking judicial review is filed with the Tribal court within fifteen (15) days after such decision of the Council. There shall be no right of judicial review of any suspension decision by the Council, and no gaming shall be conducted by any licensee during the suspension period or after cancellation, even during the pendency of a judicial review proceeding.

8.4.13 Notice of Licensing Actions. The Corporation and the Council shall post and publish notices of all actions taken in regard to licenses and license applications in the Tribe's office.

8.4.14 Conflicts of Interest Prohibited. No member of the Council or Corporation shall:

- A. Be employed by any Gaming Operations, or be a Primary Management Official or Owner or Controlling Person with respect to any Management Contract, either while serving on the Council or Corporation or for a period of three (3) months from the termination of service on the Council or Corporation.
- B. Participate in the approval, denial or renewal of any Application for a gaming license by, or participate in the revocation or suspension of any License granted hereunder to, any Relative of such member of the Council or Corporation.
- C. Engage in any business, transaction or professional activity or incur any obligation of any nature which conflicts with the proper discharge of his or her official duties in administering this Ordinance; provided that a member of the Council who may engage in a conflicting activity or incur a conflicting obligation that is not otherwise disqualified under S.C.C.C § 17.5.1 shall promptly disclose that activity or obligation to the Council and refrain from voting on any matter regarding which such activity or obligation may constitute a conflict.

8.4.15 Employment. No employee of the Tribe in any of its Gaming Operations shall own, be employed by or have any direct or indirect pecuniary interest in any Management Contract or other gaming-related contract of the Tribe. However, nothing in this Section shall prevent the Tribe from employing a person with a direct or indirect financial interest in a gaming-related contract, which has been submitted to the Bureau of Indian Affairs (“BIA”) for review and approval during the period of such review, provided that any such employment shall terminate upon disapproval by the BIA of the contract.

8.5 MISCELLANEOUS PROVISIONS

8.5.1 Firearms. No person shall have in his or her possession any firearm on any Premises. This section shall not apply to law enforcement officers or security personnel employed by the Tribe.

8.5.2 Disorderly Conduct. No person shall engage in conduct that is violent, abusive, indecent profane, boisterous, unreasonably loud, or otherwise disorderly under circumstances in which the conduct tends to cause or provide disturbance on any Premises.

8.5.3 Transportation Providers. No person providing conveyance on Tribal lands, or whose destination is Tribal lands, shall conduct or permit to be conducted any Class II or Class III games in such vehicle. All such providers shall agree, in advance, to adhere to all the provisions of this Ordinance and all Tribal regulations that pertain to any gaming and submit to Tribal Jurisdiction with regards to enforcement and penalties for any violation of this Ordinance or Tribal regulations.

8.5.4 Liquor Ordinance. All provisions of the Tribal Liquor Control Ordinance, as now adopted or may from time to time be amended or changed, shall be enforced and apply

to all licensees or licensed premises, unless any of the provisions of this Ordinance, the Compact, or Tribal regulations relating to any gaming are more restrictive, than the more restrictive portion of the Ordinance, the Compact, or Tribal regulation shall govern, control, and be enforced.

8.5.5 Penalties for Violations. Any person who violates any provision of this Ordinance or gives false testimony in any matter provided for hereunder before either the Council or the Corporation shall be subject to civil penalties to be imposed by the Council and/or the Corporation, including, but not limited to, suspension and/or revocation of any license granted hereunder, termination, suspension or exclusion from employment in any Gaming Operations or other employee discipline, exclusion from attendance at any Gaming Facilities, exclusion from the Tribe's Lands if not a member of the Tribe, and/or a fine of not more than \$10,000.00 for each such violation; provided, however, that all actions taken with respect to persons employed by the Tribe shall comply with the Tribe's established personnel manuals, policies and procedures.

History:

Enacted - unknown.

7/20/11 adopted, ratified and codified by Resolution # 720A2011 and as amended by Resolution # 825A2011 on August 25, 2011.