



Little River Band of Ottawa Indians

PO Box 314

Manistee MI 49660-0314

RESOLUTION NO. #97-0115-01

WHEREAS, the Tribe's status as a federally-recognized Indian tribe was reaffirmed and restored by Congress pursuant to Public Law 103-324, 108 Stat. 2156 (25 U.S.C. ss1300k et seq.) (hereinafter "Little River Act"); and

WHEREAS, the Tribe is entitled to the protections and benefits accorded federally-recognized Indian tribes under federal law, including those under the Indian Gaming Regulator Act of 1988 (25 U.S.C. ss2701 et seq.) (hereinafter "IGRA"), which permits Indian tribes to operate gaming activities on lands held in trust for the Tribe for that purpose; and

WHEREAS, the Tribe seeks to provide employment, and to improve the social, economic, education, and health conditions of its members; and

WHEREAS, the Tribe has determined that the establishment and operation of a tribal gaming enterprise under the IGRA will assist the Tribe to generate the revenues needed to establish an effective tribal government, provide employment opportunities, services for tribal members and promote tribal self-sufficiency; and

WHEREAS, the current Tribal Council of the Little River Band of Ottawa Indians is authorized by P.L. 103-324 to conduct business on behalf of the Tribe until such time as a new constitution and by-laws are duly adopted, pursuant to an election conducted by the Secretary of the Interior; and

WHEREAS, the Tribal Council, pursuant to Article VII, Section 1. (f) of the Constitution and Bylaws of the Little River Band of Ottawa Indians ("Tribal Constitution"), is authorized to manage the economic affairs of the Tribe; and

WHEREAS, the Tribal Council, pursuant to Article VII, Section 1 (j) of the Tribal Constitution is authorized to provide for the health, safety, morals, and welfare of the Tribe; and

WHEREAS, the Tribal Chairman, pursuant to Article IV, Section 11 (f) (2) of the Tribal Constitution, is authorized to represent the Tribe in its relations with other organizations, in a manner consistent with the Tribal Constitution;

WHEREAS, IGRA requires that tribes proposing to engage in Class II or Class III gaming adopt a Gaming Ordinance and that such Gaming Ordinance must be approved by the Chairman of the National Indian Gaming Commission; and

WHEREAS, the Tribal Council has reviewed the proposed Gaming Ordinance and expressly finds that such Ordinance meets the requirements of IGRA and will permit the Tribe to effectively regulate gaming activity within the jurisdiction of the Tribe to ensure the integrity of such gaming.

NOW THEREFORE IT IS RESOLVED that the Tribal Council of the Little River Band of Ottawa Indians hereby establishes a public body known as the Little River Band of Ottawa Indians Gaming Commission, and enacts the Little River Band of Ottawa Indians Gaming Ordinance, Ordinance Number 97-400-01, which shall establish the purposes, powers, and duties of the Gaming Commission and other provisions to comprehensively and preemptively regulate the terms and conditions under which Class II and Class III gaming, as defined in IGRA, may be conducted on the Tribe's Reservation.

IT IS FURTHER RESOLVED that the Tribal Council hereby authorizes and directs the Tribal Chairman to submit Ordinance Number 97-400-01 to the National Indian Gaming Commission for approval in accordance with IGRA and regulations promulgated thereunder.

CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing ordinance was duly presented and adopted by the Tribal Council with 5 FOR, 0 AGAINST, 2 ABSENT, and 0 ABSTAINING, at the Special Session of the Little River Band of Ottawa Indians Tribal Council, a quorum present, held on January 15, 1997, at the Tribal Offices in Manistee, Michigan.


Robert Guenthardt, Chairman


Kathy Berentsen, Vice Chair

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TRIBAL COUNCIL
LITTLE RIVER BAND OF OTTAWA INDIANS

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GAMING ORDINANCE
ORDINANCE NO. #97-400-01

15

PURPOSE.

16 The Little River Band of Ottawa Indians (hereinafter "Tribe"),
17 acting through its Tribal Council in the exercise of its inherent
18 sovereign power to enact ordinances, regulate the economic
19 enterprises of the Tribe, and otherwise safeguard and provide for
20 the health, safety, and welfare of the members of the Tribe, hereby
21 ordains and establishes this Ordinance for the purpose of
22 authorizing and comprehensively and preemptively regulating the
23 terms and conditions under which Class II and Class III gaming may
24 be conducted on the lands of the Tribe.

25

Section 1. Terms Defined.

26 In this Ordinance, except where otherwise specifically provided or
27 the context otherwise requires, the following terms and expressions
28 shall have the following meanings.

29 A. Bingo. "Bingo" shall mean Bingo as defined in IGRA and
30 regulations promulgated thereunder.

31 B. Casino. "Casino" shall mean any Class II and/or Class
32 III Gaming Facility owned by the Tribe.

33 C. Cheating. "Cheating" shall mean operating or playing in
34 any game in a manner which violates of the written or commonly
35 understood rules of the game, with the intent to create for the
36 player or someone in privity with the player an advantage over and
37 above the chance of the game.

38 D. Class II Gaming. "Class II Gaming" shall mean Class II
39 Gaming as defined in IGRA.

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1 E. Class III Gaming. "Class III Gaming" shall mean Class
2 III Gaming as defined in IGRA and the Compact.

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4 F. Compact. "Compact" shall mean either:

5
6 (a) A gaming compact between the Tribe and the State
7 of Michigan, entered into pursuant to Section
8 11(d)(3) of IGRA, and approved by the Secretary of
9 the Interior including all renewals, amendments,
10 appendices, exhibits and other attachments thereto, or

11
12 (b) Procedures promulgated by the Secretary of the
13 Interior pursuant to Section 11(d)(7)(B)(vii) of
14 IGRA, governing the conduct of Class III gaming by
15 the Tribe.
16

17 G. Gaming Service Contractor. "Gaming Service Contractor"
18 means any person, firm or corporation, other than a primary
19 management official or key employee, who has a contract or
20 agreement with the Gaming Operation that results in the purchase or
21 lease of supplies, equipment, services or concessions in excess of
22 \$25,000.00 annually, except contracts for professional, legal and
23 accounting services.
24

25 H. Enterprise. "Enterprise" shall mean any commercial
26 enterprise of the Tribe authorized to engage in Gaming, and all
27 ancillary commercial activities within the Gaming Facility(ies) and
28 other improvements constructed for the conduct of Gaming.
29

30 I. Equipment. "Equipment" means all furnishings, fixtures,
31 machinery, equipment, Gaming Devices and other personal property
32 acquired for use in connection with a Gaming Enterprise.
33

34 J. Gaming. "Gaming" means Class II and Class III gaming
35 authorized by this Ordinance and the Compact.
36

37 K. Gaming Devices. "Gaming Devices" shall mean Electronic
38 Games of Chance as defined in the Compact and as defined in IGRA.
39

40 L. Gaming Employee. "Gaming Employee" shall mean any person
41 employed in the operation or management of a Gaming Enterprise,
42 whether employed by or contracted to the Tribe, or by any person or
43 entity providing on or off-site services to the Tribe within or
44 without any Gaming Facility, including without limitation,
45 managers, assistant managers, accounting personnel, surveillance
46 personnel, security personnel, cashiers, supervisors, shift bosses,
47 machine mechanics, gaming consultants, management companies and
48 their principals, and any other natural person whose employment

1 duties require or authorize access to restricted areas of any
2 Gaming Facility not otherwise open to the public.

3
4 M. Gaming Facility. "Gaming Facility" shall mean the
5 building, buildings, or structure, wherein Gaming is permitted,
6 performed, conducted, or operated, and associated and adjacent real
7 property owned by the Tribe.

8
9 N. Gaming Service. "Gaming Service" shall mean any goods,
10 services or concessions provided by contract to the Tribe or to a
11 Manager in connection with the operation of Gaming in an amount in
12 excess of \$25,000.00 in any calendar year, except for professional,
13 legal or accounting services. No contract may be broken up into
14 parts for the purpose of avoiding this definition or any
15 requirement of licensure or certification required by this
16 Ordinance.

17
18 O. Immediate family. "Immediate family" means with respect
19 to the person under consideration, a husband, wife, father, mother,
20 son, daughter, brother, sister, father-in-law, mother-in-law, son-
21 in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather,
22 stepmother, stepson, stepdaughter, stepbrother, stepsister, half
23 brother, or half sister.

24
25 P. Key employee. "Key Employee" shall mean:

26
27 (a) A person who performs one or more of the following
28 functions:

- 29 (i) Bingo caller;
30 (ii) Counting room supervisor;
31 (iii) Chief of security;
32 (iv) Custodian of gaming supplies or cash;
33 (v) Floor manager;
34 (vi) Pit boss;
35 (vii) Dealer;
36 (viii) Croupier;
37 (ix) Approver of credit; or
38 (x) Custodian of gambling devices including
39 persons with access to cash and
40 accounting records within such devices.

41
42 (b) Any other Gaming Employee as the Tribal Commission
43 may include in the future by rule or regulation;

44
45 (c) If not otherwise included, any other person whose
46 total cash compensation is in excess of \$50,000 per
47 year; or
48

(d) If not otherwise included, the four most highly compensated persons in the gaming operation.

Q. IGRA. "IGRA" shall mean the Indian Gaming Regulatory Act of 1988, 25 USC 2701 et seq, as amended from time to time.

R. License. "License" shall mean any official and revocable authorization granted for a limited period of time by the Tribal Gaming Commission pursuant to this Ordinance to an applicant to conduct or participate in any gaming activity on the Little River Band Reservation.

S. Management Contract. "Management Contract" shall mean a contract or agreement between the Tribe and a Manager for the management of a Gaming Operation, including any related subcontracts and collateral agreements.

T. Management Contractor. "Management Contractor" shall mean any person, firm, corporation or entity having a direct or indirect financial interest in a management contract.

U. Manager. "Manager" shall mean a person, firm, corporation or entity with whom the Tribe enters into a Management Contract.

V. National Indian Gaming Commission. "National Indian Gaming Commission" shall mean the Commission established pursuant to IGRA.

W. Net Revenues. "Net Revenues" shall mean the gross revenues of a Gaming Operation less amounts paid for or paid out as prizes and less total operating expenses, determined in accordance with generally accepted accounting principles, but excluding management fees paid to a Manager in accordance with IGRA.

X. Primary Management Official. "Primary Management Official" shall mean:

- (a) The person having management responsibility for a management contract;
- (b) Any person who has authority:
 - (i) To hire and fire Gaming Employees; or
 - (ii) To set up working policy for any Gaming Enterprise; or
- (c) The chief financial officer or other person who has financial management responsibility.

Y. Principal. "Principal" shall mean those persons having a direct or indirect financial interest in a management contract:

- (a) Any natural person having a financial interest in the contract in question;
- (b) with respect to a trust, any beneficiary or trustee;
- (c) with respect to a partnership, any partner;
- (d) with respect to a corporation, any person who (a) is a director thereof, or (b) holds at least 10% of the issued and outstanding stock alone or in combination with any other stockholder who is such person's spouse, parent, child or sibling;
- (e) with respect to any entity other than a natural person, firm, or corporation that has an interest in a trust, partnership or corporation that has an interest in a management contract, all parties of that entity.

Z. "Reservation" shall mean those lands acquired by or for the Tribe pursuant to 25 U.S.C. §1300k-4(b) or such other lands upon which Gaming may lawfully be conducted pursuant to IGRA.

AA. Secretary. "Secretary" shall mean the Secretary of the United States Department of the Interior or his/her designee.

BB. State. "State" shall mean the State of Michigan.

CC. Tribal Gaming Commission. "Tribal Gaming Commission" or "Gaming Commission" shall mean the body created pursuant to this Gaming Ordinance to regulate Gaming in accordance with IGRA, any Class III gaming or Class II gaming regulations prescribed by the Secretary and this Gaming Ordinance.

DD. Tribe. "Tribe" shall mean the Little River Band of Ottawa Indians.

Section 2. Creation of Tribal Gaming Commission.

2.1 Establishment. The Tribal Council hereby charters, creates and establishes a Gaming Commission as a governmental subdivision of the Tribe. The Commission shall be referred to throughout this Ordinance as the Gaming Commission. As a subdivision of the Tribal

1 government, the Gaming Commission has been delegated the right to
2 exercise one or more of the substantial governmental functions of
3 the Tribe. In creating the Gaming Commission, it is the purpose
4 and intent of the Tribal Council that the Gaming Commission ensure
5 the integrity, honesty and fairness of all gaming activities
6 conducted on the Tribe's Reservation and that such gaming
7 activities be conducted in conformance with this Ordinance, Rules
8 and Regulations promulgated by the Gaming Commission, the Indian
9 Gaming Regulatory Act, and any applicable Class III gaming compact
10 or Class III gaming rules.

11
12 2.2 Duration. The Gaming Commission shall have perpetual existence
13 and succession in its own name, unless dissolved by the Tribal
14 Council pursuant to Tribal law.

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17 **Section 3. Sovereign Immunity of Gaming Commission; Tribe.**

18
19 3.1 Sovereign Immunity of the Gaming Commission. The Gaming
20 Commission is clothed by federal and tribal law with all the
21 privileges and immunities of the Tribe, except as specifically
22 limited by this Sections 14 and 15 of this Ordinance, including
23 sovereign immunity from suit in any state, federal or tribal court.
24 Nothing in this Ordinance shall be deemed or construed to be a
25 waiver of sovereign immunity of the Gaming Commission from suit,
26 which shall only be waived pursuant to subsection 3.2. Except as
27 provided by Section 14 and 15, nothing in this Ordinance shall be
28 deemed or construed to be a consent of the Gaming Commission to the
29 jurisdiction of the United States or any state or of any other
30 tribe with regard to the business or affairs of the Gaming
31 Commission.

32
33 3.2 Waiver of Sovereign Immunity of the Gaming Commission. Except
34 as provided in Sections 14 and 15 of this Ordinance, the sovereign
35 immunity of the Gaming Commission may be waived only by express
36 resolution of the Gaming Commission after consultation with the
37 Tribal Council and the Tribe's General Counsel. All waivers or
38 sovereign immunity must be preserved with the resolutions of the
39 Gaming Commission and filed with the Tribal Council of continuing
40 force and effect. Waivers of sovereign immunity shall not be
41 general but shall be specific and limited as to duration, grantee,
42 transaction, property or funds, if any, of the Gaming Commission
43 subject thereto, and shall specify the court having jurisdiction
44 pursuant thereto and the applicable law. Neither the power to sue
45 and be sued provided in subsection 6.1(M), nor any express waiver
46 of sovereign immunity by resolution of the Gaming Commission shall
47 be deemed a consent to levy of any judgment, lien or attachment
48 upon property of the Gaming Commission other than property

1 specifically pledged or assigned, or a consent to suit in respect
2 to any land contained within the Reservation of the Tribe or a
3 consent to the alienation, attachment or encumbrance of any such
4 land.

5
6 3.3 Sovereign Immunity of the Tribe. All inherent sovereign
7 rights of the Tribe as a federally-recognized Indian tribe with
8 respect to the existence and activities of the Gaming Commission
9 are hereby expressly reserved, including sovereign immunity from
10 suit in any state, federal or tribal court. Nothing in this
11 ordinance, nor any action of the Gaming Commission, shall be deemed
12 or construed to be a waiver of sovereign immunity from suit of the
13 Tribe; or to be a consent of the Tribe to the jurisdiction of the
14 United States or of any state or any other tribe with regard to the
15 business or affairs of the Gaming Commission or the Tribe; or to be
16 a consent of the Tribe to any cause of action, case or controversy,
17 or to the levy of any judgment, lien or attachment upon any
18 property of the Tribe; or to be a consent to suit with respect to
19 any lands in the Tribe's Reservation, or to be a consent to the
20 alienation, attachment or encumbrance of any such land.

21
22 3.4 Credit of the Tribe. Nothing in this ordinance nor any
23 activity of the Gaming Commission shall implicate or in any way
24 involve the credit of the Tribe.

25
26 3.5 Assets of the Tribal Commission. The Gaming Commission shall
27 have only those assets specifically assigned to it by the Tribal
28 Council or acquired in its name by the Tribe or by it on its own
29 behalf. No activity of the Gaming Commission nor any indebtedness
30 incurred by it shall implicate or in any way involve assets of
31 tribal members or the Tribe not assigned in writing to the Gaming
32 Commission.

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34
35 **Section 4. Appointment of Gaming Commissioners; Qualifications.**

36
37 4.1 Number of Gaming Commissioners. The Gaming Commission shall
38 be comprised of five (5) Gaming Commissioners. Pending
39 organization of said Gaming Commission and the initial appointment
40 of Gaming Commissioners as provided for in this Ordinance, five (5)
41 members of the Tribal Council shall be designated to serve as the
42 Commission.

43
44 4.2 Appointment of Gaming Commissioners. The members of the
45 Gaming Commission shall be appointed by the Tribal Council as
46 follows:

47
48 (A) Initial Appointments. Upon the enactment and

1 passage of this ordinance, the Tribal Council shall
2 publicize, to the extent reasonable and practical, that
3 it will be appointing a five (5) member Gaming Commission
4 and is seeking applicants for appointment and nominations
5 of individuals for appointment. The Tribal Council may
6 schedule interviews of qualified applicants/nominees. As
7 soon as the Tribal Council completes its review of the
8 qualified Tribal members willing to serve on the Gaming
9 Commission, the Tribal Council shall, at its next
10 regularly scheduled meeting, appoint five (5) members to
11 the Gaming Commission. Provided that in any event the
12 appointments shall be made within sixty (60) days of the
13 date of execution of the Management Agreement.

14
15 (B) Terms of Office. The members of the Gaming
16 Commission shall be appointed to serve for three (3) year
17 terms; Provided that the terms of office for the initial
18 appointees shall be staggered, with two (2) members
19 appointed for a term of one (1) year, two (2) members
20 appointed for a term of two (2) years, and one member
21 appointed for a term of three (3) years. Members may be
22 reappointed for additional terms without limitation.

23
24 (C) Future Appointments. At least four (4) weeks prior
25 to any meeting during which appointments to the Gaming
26 Commission will be made, the Tribal Council shall
27 publicize that it will be making such appointments and
28 shall seek applicants for appointment and nominations of
29 individuals to be appointed.

30
31 4.3 Qualifications of Commissioners. Any enrolled member of the
32 Tribe, at least twenty-one years of age or older who is not an
33 elected member of the Tribal Council or the Tribal Ogema who is
34 qualified to serve as a Commissioner under Subsections 4.4 and 4.5
35 of this Section may be appointed to serve on the Gaming Commission.
36 Each newly appointed Commissioner must attend training on the
37 Indian Gaming Regulatory Act, regulations promulgated by the
38 National Indian Gaming Commission, federal revenue laws relating to
39 gaming, this Gaming Ordinance and any Regulations adopted by the
40 Gaming Commission.

41
42 4.4 Background Investigation. Before any applicant may be
43 appointed to serve on the Gaming Commission, the Tribal Council
44 shall perform or arrange to have performed a comprehensive
45 background check on each prospective member. No person shall serve
46 as a Commissioner if:

- 47
48 (1) That person's prior activities, criminal records, if

any, or reputation, habits or associations:

(a) Pose a threat to the public interest; or

(b) Threaten the effective regulation and control of gaming; or

(c) Enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of gaming; or

(2) That person has been convicted of or entered a plea of nolo contendere to a felony or any gaming offense in any jurisdiction or to a misdemeanor involving dishonesty or moral turpitude; or

(3) That person has a present financial interest in the conduct of any Gaming Enterprise; or

(4) That person has a member of his immediate family, residing in the same household, who is employed as a key employee by any Gaming Enterprise regulated by the Gaming Commission.

4.5 Conflict of Interest. No person shall serve as a Commissioner if that person or any member of his immediate family has a financial interest in any management contract to which the Tribe is a party or that person or any member of his immediate family is a key employee of or has a financial interest in any Gaming Service business, or if s/he has any other similar personal or legal relationship which creates a conflict of interest.

4.6 Oath of Office. Immediately upon appointment, the Tribal Chairperson or Ogema shall administer the oath of office to the members of the Gaming Commission which oath of office shall include a commitment to uphold the Constitution and laws of the Little River Band of Ottawa Indians and to perform faithfully and diligently the duties and responsibilities of the Gaming Commission.

4.7 Removal of Members or Vacancies.

(A) Removal. A Commissioner may be removed by a resolution in favor of removal supported by five (5) members of the Tribal Council for the following reasons: serious inefficiency, neglect of duty, malfeasance, misfeasance,

1 nonfeasance, misconduct in office, or for any conduct which
2 threatens the honesty and integrity of the Gaming Commission
3 or otherwise violates the letter or intent of this Ordinance.
4 Except as provided below, no Commissioner may be removed
5 without notice and an opportunity for a hearing before the
6 Tribal Council, and then only after the Commissioner has been
7 given written notice of the specific charges at least ten (10)
8 days prior to such hearing. At any such hearing, the
9 Commissioner shall have the opportunity to be heard in person
10 or by counsel and to present witnesses and documentary
11 evidence on his behalf. At the request of the Commissioner
12 whose removal is at issue, the hearing may be held in closed
13 session. The Tribal Council may also elect to receive certain
14 evidence in closed session if public disclosure of such
15 evidence might compromise any ongoing law enforcement
16 investigation. If four (4) members of the Tribal Council
17 determines that immediate removal of a Commissioner is
18 necessary to protect the interests of the Tribe, the Tribal
19 Council may immediately remove the Commissioner temporarily,
20 and the question of permanent removal shall be determined
21 thereafter pursuant to the hearing procedures described above.
22 At the conclusion of the presentation of evidence and of any
23 summary statements, the Tribal Council shall deliberate in
24 closed session and shall issue its decision within seven (7)
25 days. A written record of all removal proceedings together
26 with the charges and findings thereon shall be kept by the
27 Tribal Secretary. The decision of the Tribal Council to
28 remove a Commissioner shall be final and no appeal to any
29 other tribunal shall be available.

30
31 (B) Vacancies. If any Commissioner shall die, resign, be
32 removed or for any reason be unable to serve as a
33 Commissioner, the Council shall declare the position vacant
34 and shall appoint another person to fill the position. The
35 terms of office of each person appointed to replace an initial
36 Commissioner shall be for the balance of any unexpired term
37 for such position, provided, however, that any prospective
38 appointee must meet the qualifications established by this
39 Ordinance.

40 41 42 Section 5. Organization; Meetings of the Gaming Commission.

43 44 5.1 Meetings.

45
46 (A) Regular Meetings. The Gaming Commission shall hold at
47 least one regular monthly meeting which shall take place at a
48 suitable time and place determined by the Gaming Commission.

1 (B) Special Meetings. Special meetings may be called at the
2 request of the Chairman of the Gaming Commission or three (3)
3 members of the Gaming Commission.

4
5 (C) Compensation of Commissioners. Any honorarium may be
6 paid for attendance at each meeting or hearing date.

7
8 (D) Quorum. A quorum for all meetings or hearings shall
9 consist of four (4) members.

10
11 (E) Voting. All questions arising in connection with the
12 action of the Gaming Commission shall be decided by majority
13 vote provided a quorum is present.

14
15
16 5.2 Organization. The Gaming Commission shall develop its own
17 operating procedures and shall elect from within itself a Chairman
18 to direct meetings, a Reporter to be responsible for keeping Gaming
19 Commission minutes and transmitting to the Tribal Council a copy of
20 those minutes, handling correspondence and reporting Gaming
21 Commission decisions and such other officers as it deems advisable.

22
23
24 **Section 6. Powers and Responsibilities of Gaming Commission.**

25
26 6.1 Powers of the Gaming Commission. In furtherance, but not in
27 limitation, of the Gaming Commission's purposes and
28 responsibilities, and subject to any restrictions contained in this
29 Ordinance or other applicable law, the Gaming Commission shall have
30 and is authorized to exercise by majority vote, the following
31 powers:

32
33 (A) To regulate all day-to-day gaming activity within the
34 jurisdiction of the Tribe to ensure the integrity thereof.

35
36 (B) To promote the full and proper enforcement of all tribal
37 civil and criminal gaming laws.

38
39 (C) To issue, deny, suspend or revoke any gaming License
40 necessary to operate, manage, conduct business with or be
41 employed at any gaming activities authorized by this
42 Ordinance, or other tribal laws, and to establish a schedule
43 of fees as may be necessary to defray expenses of License
44 processing and background investigations.

45
46 (D) To conduct or cause to be conducted, background
47 investigations of persons or business entities applying for
48 any gaming License.

1 (E) To enact and enforce such rules and regulations
2 consistent with this Ordinance regarding its activities
3 as the Gaming Commission may deem necessary and proper to
4 effectuate the powers granted by this Ordinance and
5 duties imposed by applicable law.

6
7 (F) Subject to the approval of the Tribal Council of an
8 appropriation of funds therefore, to employ such staff as
9 reasonably may be required to fulfill the Commission's
10 responsibilities under this Ordinance; provided, that all
11 employees of the Gaming Commission shall be subject to
12 background investigations, including criminal and financial
13 background investigations.

14
15 (G) To arrange for and direct such inspections and
16 investigations as it deems necessary to ensure compliance with
17 this Ordinance and implementing regulations. In undertaking
18 such investigations, the Gaming Commission may request the
19 assistance of tribal gaming staff, federal, state and tribal
20 law enforcement officials, legal counsel and other third
21 parties.

22
23 (H) To administer oaths, conduct hearings, and by subpoena
24 compel any licensee or License applicant, any person employed
25 by a gaming facility, and any person doing business with a
26 Gaming Enterprise to appear before it and to provide such
27 information, documents or other materials as may be in their
28 possession to assist in any investigation conducted by the
29 Gaming Commission relating to the enforcement of tribal gaming
30 laws and regulations.

31
32 (I) To make, or cause to be made by its agents or employees,
33 an examination or investigation of the place of business,
34 equipment, facilities, tangible personal property, and the
35 books, records, papers, vouchers, accounts, documents and
36 financial statements of any Gaming Enterprise operating, or
37 suspected to be operating, within the jurisdiction of the
38 Tribe.

39
40 (J) When necessary or appropriate, to request the assistance
41 and utilize the services of the courts, law enforcement and
42 government officials and agencies, and private parties, in
43 exercising its powers and carrying out its responsibilities.

44
45 (K) To close, after notice and a hearing, any game or games
46 which are operating in violation of tribal or federal law.

47
48 (L) To sue or be sued in courts of competent jurisdiction

1 within the United States subject to the provisions of this
2 Ordinance and other tribal laws relating to sovereign
3 immunity; provided, that no suit shall be brought by the
4 Gaming Commission without the prior explicit written approval
5 of the Tribal Council.
6

7 (M) Where it is in the best interest of the Tribe, to develop
8 a cooperative working relationship with federal, state and
9 other Indian tribes' agencies and officials.
10

11 (N) To investigate any aspect of any Gaming Enterprise in
12 order to protect the public interest in the integrity of
13 gaming and to prevent improper and unlawful conduct. The
14 Gaming Commission shall investigate any report of a failure of
15 any Gaming Enterprise to comply with this Ordinance, any
16 regulations adopted by the Gaming Commission, IGRA, or the
17 Compact. The Gaming Commission may issue an order requiring
18 any Gaming Enterprise to take any corrective or remedial
19 action deemed necessary.
20

21 (O) To arbitrate, compromise, negotiate or settle any dispute
22 to which it is a party relating to the Gaming Commission's
23 authorized activities.
24

25 (P) To establish and maintain such bank accounts as may be
26 necessary or convenient.
27

28 (Q) To make application and accept grants and other awards
29 from private and governmental sources in carrying out or
30 furthering the purposes of the Gaming Commission.
31

32 (R) To exercise all authority delegated to it or conferred
33 upon it by law and to take all action which shall be
34 reasonably necessary and proper for carrying into execution
35 the foregoing powers and all of the powers vested in this
36 Ordinance as permitted by the purposes and powers herein
37 stated, which are deemed to be in the best interests of the
38 Tribe and in compliance with applicable law.
39
40

41 Section 6.2 Additional Powers and Duties. 42

43 (A) The Gaming Commission shall require the Manager of
44 each Gaming Facility licensed by the Tribe to prepare a
45 plan for the protection of public safety and the physical
46 security of patrons of Gaming Facilities, setting forth
47 the respective responsibilities of the Gaming Commission,
48 the security department of the Gaming Facility(ies), and

1 any Tribal police agency(ies). Such plan, and any
2 subsequent modifications thereof, shall be submitted to
3 the Gaming Commission annually for its review and
4 approval.

5
6 (B) The Gaming Commission shall enforce all Tribal
7 health and safety standards applicable to Gaming
8 Facilities licensed by the Tribe.

9
10 (C) The Gaming Commission shall establish a list of
11 persons barred from Tribal gaming facilities because of
12 their criminal history or association with career
13 offenders or career offender organizations which pose a
14 threat to the integrity of gaming.

15
16 (D) The Gaming Commission shall publish and distribute
17 copies of this Ordinance, Gaming Commission rules, and
18 any Council, Gaming Commission or Tribal Court decisions
19 regarding gaming matters.

20
21 (E) The Gaming Commission shall maintain and keep current a
22 record of new developments in the area of Indian gaming.

23
24 (F) The Gaming Commission shall obtain and publish a summary
25 of federal revenue laws relating to gaming and to ensure
26 compliance with the same.

27
28 (G) The Gaming Commission shall arrange for training of
29 Gaming Commissioners, Gaming Commission employees and others
30 in areas relating to the regulation of gaming.

31
32 (H) The Gaming Commission shall consult with and make
33 recommendations to the Council regarding changes in tribal
34 gaming laws.

35
36
37 6.3 Annual Budget. The Gaming Commission shall prepare an annual
38 operating budget for all Gaming Commission activities and present
39 it to the Tribal Council in accordance with budget and
40 appropriation procedures established by the Tribe's Constitution
41 and by the Tribal Council.

42
43 6.4 Gaming Commission Regulations.

44
45 (A) Gaming Commission regulations consistent with this
46 Ordinance and necessary to carry out the orderly performance
47 of its duties and powers shall include, but shall not be
48 limited to the following:

1 (1) Internal operational procedures of the Gaming
2 Commission and its staff;

3
4 (2) Interpretation and application of this Ordinance as
5 may be necessary to carry out the Gaming Commission's
6 duties and exercise its powers;

7
8 (3) A regulatory system for all gaming activity,
9 including accounting, contracting, and surveillance, to
10 ensure the integrity, honesty and fairness of all gaming
11 activities;

12
13 (4) The conduct of inspections, investigations,
14 hearings, enforcement actions and other powers of the
15 Gaming Commission authorized by this Ordinance.

16
17 (B) No regulation of the Gaming Commission shall be of any
18 force or effect unless it is adopted by the Gaming Commission
19 by written resolution and filed for record in the office of
20 the Tribal Secretary.

21
22 (C) The Tribal Court and any other court of competent
23 jurisdiction shall take judicial notice of all Gaming
24 Commission regulations adopted pursuant to and consistent with
25 this Ordinance.

26
27 6.5 Right of Entrance; Monthly Inspection. The Gaming Commission
28 and duly authorized officers and employees of the Gaming
29 Commission, during regular business hours, may enter upon any
30 premises of any Gaming Enterprise for the purpose of making
31 inspections and examining the accounts, books, papers, and
32 documents, of any such Gaming Enterprise. The Manager of each
33 Gaming Enterprise shall facilitate such inspection or examinations
34 by giving every reasonable aid to the Gaming Commission and to any
35 properly authorized officer or employee.

36
37 A Commissioner or a member of the Gaming Commission's staff shall
38 visit each tribally-owned or tribally-operated Gaming Enterprise
39 during normal business hours for the purpose of monitoring its
40 operation. Such visits may be unannounced.

41
42 6.6 Investigations. The Gaming Commission, upon complaint or
43 upon its own initiative or whenever it may deem it necessary in the
44 performance of its duties or the exercise of its powers, may
45 investigate and examine the operation and premises of any Gaming
46 Enterprise subject to the provisions of this Ordinance. In
47 conducting such investigation, the Gaming Commission may proceed
48 either with or without a hearing as it may deem best, but it shall

1 make no order without first affording any affected party notice and
2 an opportunity for a hearing pursuant to Gaming Commission
3 regulations.

4
5 6.7 Hearings; Examiner. Pursuant to regulations, the Gaming
6 Commission may hold any hearing it deems to be reasonably required
7 in the administration of its powers and duties under this
8 Ordinance.

9
10 The Gaming Commission may designate one of its members to act as
11 examiner for the purpose of holding any such hearing or the Gaming
12 Commission may appoint another person to act as examiner under
13 subsection 6.8 below. The Gaming Commission hearing regulations
14 shall, at a minimum, afford any affected party, and all people
15 interested therein as determined by the Gaming Commission, the
16 right to appear personally before the Gaming Commission, the right
17 to be represented by counsel at the affected party's own expense,
18 the right to face and question witnesses against the affected
19 party, and the right to present oral or documentary evidence in
20 support of the affected party's support.

21
22 6.8 Appointment of Examiner. The Gaming Commission may appoint
23 any person qualified in the law or possessing knowledge or
24 expertise in the subject matter of the hearing to act as examiner
25 for the purpose of holding any hearing which the Gaming Commission,
26 or any member thereof, has power or authority to hold. Examiners
27 appointed under this section shall not have the power to make
28 findings or issue orders.

29
30
31 **Section 7. Classes of Gaming Authorized.**

32
33 7.1 Class II Gaming Authorized. Class II Gaming as defined in the
34 IGRA, 25 U.S.C. §2703(A) and by regulations lawfully promulgated by
35 the National Indian Gaming Commission that now or hereafter may be
36 in effect is hereby authorized.

37
38 7.2 Class III Gaming Authorized. Class III Gaming as defined in
39 IGRA, 25 U.S.C. §2703(8) and by regulations lawfully promulgated by
40 the National Indian Gaming Commission that now or hereafter may be
41 in effect is hereby authorized, provided such Class III Gaming is
42 also authorized by and consistent with the Compact, as defined in
43 this Ordinance.

44
45 7.3 Class II and/or Class III License Required. Class II and
46 Class III Gaming authorized by this Ordinance shall be conducted
47 only by persons or entities which have obtained a valid Gaming
48 Facility License issued by the Gaming Commission pursuant to this

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1 Ordinance, and rules and regulations adopted pursuant to and
2 consistent therewith.
3

4
5 **Section 8. Tribal Ownership Required.**

6
7 8.1 Sole Proprietary Interest Required. The Tribe shall have the
8 sole proprietary interest in and responsibility for the conduct of
9 any Gaming Facilities or Enterprises authorized by this Ordinance.

10
11 8.2 Private/Individual Ownership Prohibited. No individual,
12 partnership, corporation or entity of any kind shall own in whole
13 or in part any Class II or Class III Gaming Facility authorized or
14 regulated by this Ordinance.

15
16 8.3 Management Contracts Authorized. Nothing in this Ordinance
17 shall preclude the Tribe from entering into Management Contracts as
18 authorized under IGRA.
19

20
21 **Section 9. Use of Gaming Revenue.**

22
23 9.1 Permitted Uses. Net revenues from Class II and Class III
24 Gaming shall be used only for the following purposes:

- 25 (A) to fund Tribal government operations and programs;
26
27 (B) to provide for the general welfare of the Tribe and its
28 members;
29
30 (C) to promote Tribal economic development;
31
32 (D) to donate to charitable organizations;
33
34 (E) to help fund operations of local governmental agencies.
35
36

37
38 **Section 10. Audit Required; Report to National Indian Gaming.**

39
40 10.1 Annual Audit. The Tribal Gaming Commission shall conduct or
41 have conducted an independent audit of all Gaming Enterprises on an
42 annual basis and shall submit the resulting audit reports to the
43 Tribal Council and the National Indian Gaming Commission.

44
45 10.2 Audit to Include Gaming Service Contracts. All Gaming
46 Service contracts shall be specifically included within the scope
47 of the audit described in Section 10.1, provided, that the Tribal
48 Gaming Commission or the Tribal Council may require that Gaming

1 Service contracts for less than \$25,000.00 annually be included in
2 the scope of the audit if inclusion is deemed necessary to protect
3 the public interest in the integrity of Indian gaming.
4

5 10.3 Record-keeping Requirements. At each Gaming Facility at
6 which Class III gaming is conducted, accounting records shall be
7 kept on a double entry system of accounting, maintaining detailed,
8 supporting, subsidiary records. Gaming Facilities subject to this
9 provision shall maintain the following records for not less than
10 three (3) years:
11

- 12 (A) Revenues, expenses, assets, liabilities and equity for
13 the location at which Class III gaming is conducted;
14
- 15 (B) Daily cash transactions for each Class III game at the
16 location at which gaming is conducted, including but not
17 limited to transactions relating to each gaming table
18 bank, game drop box and gaming room bank;
19
- 20 (C) All markers, IOUs, returned checks, hold checks or other
21 similar credit instruments;
22
- 23 (D) Individual and statistical game records (except card
24 games) to reflect statistical drop and statistical win;
25 for electronic, computer, or other technologically
26 assisted games, analytic reports which show the total
27 amount of cash wagered and the total amount of prizes
28 won;
29
- 30 (E) Contracts, correspondence and other transaction documents
31 relating to all Gaming Service Contractors;
32
- 33 (F) Records of all tribal gaming enforcement activities;
34
- 35 (G) Audits prepared by or on behalf of the Tribe; and
36
- 37 (H) Personnel information on all Class III Gaming Employees
38 or agents, including rotation sheets, hours worked,
39 employee profiles and background checks.
40

41 42 Section 11. Gaming Facility Licenses. 43

44 11.1 License Required. No person shall conduct Class II or Class
45 III Gaming within the jurisdiction of the Tribe unless such Gaming
46 is conducted at a Gaming Facility licensed by the Tribe. No
47 license may be issued for any Gaming Facility which is owned or
48 operated by any person other than the Tribe. A separate Gaming

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1 Facility license shall be required for each Facility or location
2 where Class II or Class III Gaming is conducted under this
3 Ordinance.

4
5 11.2 Types of Licenses. The Tribe may issue each of the following
6 types of Gaming Facility Licenses.

7
8 (A) Tribally-Owned or Tribally-Operated Class II. This
9 License shall be required of all tribally-owned or tribally-
10 operated Gaming Facilities operating one or more Class II
11 Gaming activities.

12
13 (B) Tribally-Owned or Tribally-Operated Class III. This
14 License shall be required for all tribally-owned or operated
15 Gaming Facilities operating any gaming other than Class I or
16 Class II gaming.

17
18 11.3 Gaming Facility Application Procedures. In order to obtain
19 a Gaming Facility License, the Enterprise requesting such license
20 shall submit an application on the form provided by the Tribal
21 Gaming Commission. The applicant shall include all of the
22 following information:

23
24 (A) A description of the Gaming activity proposed,
25 including, but not limited to: the type of Gaming
26 proposed, the maximum number and types of Gaming
27 Equipment and Gaming Devices expected to be in the
28 Facility at any one time, the number and types of
29 Gaming Equipment and Gaming Devices expected to be
30 in use when the Facility first opens, and the days
31 and hours of operation proposed.

32
33 (B) A description of the Gaming Facility proposed,
34 including the layout of the Gaming Equipment and
35 Gaming Devices and the surveillance systems for the
36 Gaming Facility.

37
38 (C) The location proposed for such Gaming Facility.

39
40 (D) A description of the security, police, fire protection
41 and other public safety services to be available to the
42 proposed Gaming Facility and patrons of such Facility.

43
44 (E) A description of the accounting procedures proposed for
45 such Gaming Facility.

46
47 (F) The name, address, title, and a description of the
48 duties and responsibilities of each primary management

official and key employee proposed for the Gaming Facility.

- (G) The number and categories of all other Gaming Employees it is anticipated will be employed at the Gaming Facility.

11.4 Threshold Criteria Which a Gaming Facility Applicant Must Meet. In addition to the information required in the Gaming Facility License application, any applicant for a tribally-owned or tribally operated Class II or Class III Gaming Facility License must provide documentation that the Gaming Enterprise and proposed Gaming Facility will meet the following threshold criteria:

(A) The proposed Gaming Facility is to be located on Reservation lands acquired for or by the Tribe under 25 U.S.C. Section 1300K-4(b) or on other lands upon which Gaming may lawfully be conducted pursuant to IGRA.

(B) The proposed Gaming activity is to be played as Class I Gaming as defined by this Ordinance and IGRA.

(C) The Gaming Enterprise and proposed Gaming Facility is authorized by a Tribal Council resolution.

(D) The Tribe or one of its subdivisions will have the sole proprietary interest and the Tribe will have the exclusive responsibility for the conduct of the proposed Gaming Enterprise.

(E) The Tribal Council resolution authorizing the Gaming Enterprise and proposed Gaming Facility provides that:

(1) The revenues of the Gaming Enterprise shall be audited annually and copies of those audits will be provided to the Tribal Gaming Commission, Tribal Council and the National Indian Gaming Commission.

(2) The Gaming Enterprise shall comply with all IRS reporting and filing requirements.

(3) All of the proceeds of the Gaming Enterprise shall be used for the purposes stated in Section 9.

(4) All Gaming Service Contracts shall be subject to the annual audit described in paragraph (1) of this subsection.

1 (5) The construction or maintenance of the Gaming
2 Facility and the operation of the proposed Gaming
3 Facility shall be conducted in a manner which
4 adequately protects the environment and the public
5 health and safety.
6

7 (6) All primary management officials and key employees
8 shall pass the background checks and obtain the
9 appropriate License required by this Ordinance.

10
11 (7) Any Management Contract between the Tribe and a
12 Management Contractor has been approved by the Tribal
13 Council and the National Indian Gaming Commission.
14

15 (8) All Principals having a direct or indirect
16 financial interest in any Management Contract have
17 passed the background checks required by this Ordinance
18 and the National Indian Gaming Commission.
19

20 (9) The proposed Gaming Facility shall pay to the
21 National Indian Gaming Commission such fees as federal
22 law may require.
23

24 (10) In the event that Class III Gaming is proposed,
25 such Gaming meets all other criteria established by the
26 Compact.
27

28 11.5 Gaming Facility License Application Procedures.

29

30 (A) Upon receipt of a complete application for a Gaming
31 Facility License for any tribally-owned or operated Class II
32 or Class III Gaming Facility, the Tribal Gaming Commission
33 shall:
34

35 (1) Review the proposed Gaming Enterprise to ensure that
36 all threshold criteria required by this Ordinance shall
37 be met.
38

39 (2) Ensure that the necessary background checks have
40 been performed on all management contractors, primary
41 management officials and key employees required by this
42 Ordinance and that all such entities or persons possess
43 a valid and current provisional or regular License for
44 each such entity's or person's position.
45

46 (3) Review and approve the accounting procedures to be
47 used in such Gaming.
48

1 (4) Review and approve the layout of the
2 games and surveillance systems for the Gaming
3 Facility.

4
5 (5) Review and approve the plan for the protection
6 of public safety and the physical security of
7 patrons of the Gaming Facility.

8
9 (6) Review all aspects of the proposed Gaming Enterprise
10 to ensure that it will be in compliance with the
11 provisions of the Compact.

12
13 (7) Take any additional steps necessary to ensure the
14 integrity of such Gaming.

15
16 (B) The Tribal Gaming Commission shall approve the Gaming
17 Facility application within 30 days following the receipt of
18 a complete application unless the Tribal Gaming Commission
19 believes, based upon reasonable grounds, that the Gaming
20 will be operated at the proposed Gaming Facility in
21 violation of tribal, federal or other applicable law or the
22 terms and conditions of the Compact.

23
24 (C) If the Tribal Gaming Commission denies an application
25 for a Gaming Facility License, the Gaming Commission shall
26 promptly notify the applicant of the specific reasons for
27 such denial and a description of any corrective actions
28 which the Tribal Gaming Commission determines will cure the
29 deficiencies which resulted in denial of the application.

30
31 11.6 License Application Fees. An application fee, not to exceed
32 \$100,000.00, shall be required for each tribally-operated Class II
33 or Class III Gaming Facility. Said fee shall be set by the Tribal
34 Gaming Commission and shall be based upon the Tribal Gaming
35 Commission's estimate of the anticipated actual cost of regulating
36 the Gaming Facility, excluding the costs associated with licensing
37 Primary Management Officials, Key Employees and other Gaming
38 Employees. The license fee shall be paid in advance in quarterly
39 installments. The Gaming Facility License shall not become valid
40 until the first quarter's license fee is received by the Tribal
41 Gaming Commission. The Gaming Facility's License shall lapse and
42 the Tribal Gaming Commission shall take appropriate enforcement
43 action if quarterly payments are not timely made.

44
45 11.7 Terms of License. A tribally-owned or tribally-operated
46 Class II and Class III Gaming Facility License shall be valid for
47 a period of thirteen (13) months from the date of issuance.
48

1 11.8 Posting of Licenses. The Gaming Facility License must be
2 posted in a conspicuous location at all times on the premises of
3 each Gaming Facility. If the Gaming Enterprise conducts Gaming at
4 more than one location, the Gaming Enterprise must obtain and post
5 a separate License for each Gaming Facility.
6

7 11.9 Gaming Facility License Renewals.
8

9 (A) Each tribal Gaming Facility License must be renewed
10 every thirteen (13) months from the date of issuance. A
11 renewal fee shall be required for each Class II or Class
12 III Gaming Facility License in accordance with the
13 Section 11.6.
14

15 (B) In order to obtain a renewal of a license, the
16 Enterprise shall submit a written renewal application to
17 the Tribal Gaming Commission on the form provided by the
18 Tribal Gaming Commission. No renewal application shall
19 be approved until the annual report, required by
20 subsection 11.10, has been properly filed.
21

22 (C) All renewal applications submitted shall be approved
23 in 30 days or less unless the Commission believes, based
24 on reasonable grounds, that the Enterprise has been or
25 will be operated in violation of tribal, federal or other
26 applicable law or the terms and conditions of the
27 Compact.
28

29 (D) If the Tribal Gaming Commission denies a renewal
30 application for a Gaming Facility License, the Gaming
31 Commission shall, within 7 calendar days, notify the
32 applicant of the specific reasons for such denial and a
33 description of any corrective actions which the Tribal
34 Gaming Commission determines will cure the deficiencies
35 which resulted in denial of the application.
36

37 11.10 Annual Reports. Each Enterprise which possesses a Class II
38 or Class III Gaming Facility License must file an annual report
39 with the Tribal Gaming Commission and the Tribal Council between
40 the 15th and the last day of the 12th month of each such License.
41 The report shall be submitted to the Tribal Gaming Commission and
42 shall include, at a minimum, the following information:
43

44 (A) The name, address and telephone number of the Enterprise
45 and Gaming Facility;
46

47 (B) The names, addresses and titles of all of the current
48 managers of the Enterprise and the Gaming Facility;

1 (C) A description of the operations of the Gaming Facility,
2 including, but not limited to: the number and type of games
3 and Gaming Devices operated, the number of days and hours of
4 operation, and the total gross sales;

5
6 (D) A written copy of any changes anticipated or proposed in
7 the operations of the Gaming Facility, including any changes
8 in its rules, public safety/security plan, layout of the games
9 or surveillance systems;

10
11 (E) The name, address, title, and a description of the duties
12 and responsibilities of each primary management official and
13 key employee for the Gaming Facility;

14
15 (F) The name and addresses of the person who will be
16 designated as primary management official over the next
17 license period;

18
19 (G) A statement of any changes in the duties or designation
20 of the primary management officials or key employees who will
21 operate the gaming activity over the next license period;

22
23 (H) The names and addresses of any employees who the Tribal
24 Commission may determine to be key employees during review of
25 the application;

26
27 (I) Written proof that the Enterprise and the Management
28 Contractor, if any, has paid to the National Indian Gaming
29 Commission such fees as federal and tribal law may require it
30 to pay and will continue to do so;

31
32 (J) A sworn statement that the Enterprise has complied with
33 the Internal Revenue Codes and Regulations, including written
34 notice of customer winnings, and a statement that the
35 Enterprise shall continue to obey all tribal and federal laws
36 and shall hold the Tribal Gaming Commission and the Tribe
37 harmless for failure to do so;

38
39 (K) A verified copy of the last annual audited financial
40 report following the end of the Enterprise's last fiscal year;

41
42 (L) The number of full-time equivalent people, on an
43 annualized basis, employed at the Gaming Facility during the
44 past 12 months, together with a projection of the number of
45 full-time equivalent people who are expected to be employed
46 during the next license period;

47
48 (M) The total gross revenue of the Enterprise attributable

1 directly or indirectly to tribally-licensed gaming activity
2 over the proceeding 12 months;

3
4 (O) A sworn statement that the operator and all of its key
5 employees and management contractors continue to consent to
6 Tribal Court jurisdiction and service of process in all
7 matters arising from the conduct of tribally-licensed gaming
8 activity;

9
10 11.11 Non-Interference with Management of Gaming Facility. The
11 Tribal Gaming Commission is required to receive the information
12 contained in the annual report provided under subsection 11.10
13 solely to ensure that the Gaming Facility is free from corruption
14 and to aid in carrying out its regulatory responsibilities. The
15 Tribal Gaming Commission shall have no responsibility for, and
16 shall not interfere with or regulate, any business or management
17 activities or decisions of the Gaming Enterprise.

18
19
20 **Section 12. Licensing of Gaming Facility Employees and Gaming**
21 **Service Contractors.**

22
23 12.1 Licensing. The Tribe and the Gaming Commission, consistent
24 with IGRA, and the Compact, shall ensure that the policies and
25 procedures set out in this section are implemented with respect to
26 the following individuals and entities, who shall be required to
27 fill out an application form for a license:

- 28
29 1) each Management Contractor and each Principal thereof;
30 2) each Primary Management Official;
31 3) each Key Employee;
32 4) each Gaming Service Contractor; and
33 5) Each Gaming Employee (other than a Management
34 Contractor and Principals thereof, Primary Management
35 Officials or Key Employees.

36
37 12.2 Licensure of Management Contractors and Principals Thereof.
38 No person or other legal entity shall be employed as a Management
39 Contractor, unless such person or entity has a current Management
40 Contractor's license issued by the Tribal Gaming Commission. In
41 order to receive such a license, each Principal, as defined in
42 Section 1(Y), must submit an application containing the information
43 required in subsection 13.1 and must have passed the background
44 investigation required by this Ordinance.

45
46 12.3 Licensure of Primary Management Officials. No person, firm
47 or other entity other than the Tribe shall be employed as a
48 Manager, have a management interest, or financial interest in the

1 operation of any Gaming Facility, unless such person, firm or
2 entity has a current Primary Management Official's license issued
3 by the Tribal Gaming Commission.

4
5 12.4 Licensure of Key Employees. No person shall be employed as
6 a Key Employee at any Gaming Facility, unless such person has a
7 current Key Employee's license issued by the Tribal Gaming
8 Commission.

9
10 12.5 Licensure of Gaming Service Contractors. No person, firm or
11 corporation shall purchase any Gaming Service, or enter into a
12 contract for the purchase or lease of any Gaming Service, unless
13 the provider of such Gaming Service has a current Gaming Service
14 Contractors' license issued by the Tribal Gaming Commission.

15
16 12.6 Licensure of Gaming Employees. No person shall be employed
17 as a Gaming Employee, as defined in this Ordinance, (other than a
18 Management Contractor and Principals thereof, Primary Management
19 Officials or Key Employees) unless such person has a current Gaming
20 Employee's license issued by the Tribal Gaming Commission.

21
22 12.7 Non-Gaming Employees. All persons who are not Gaming
23 Employees but work at any Gaming Facility, must obtain a nongaming
24 work permit from the Tribal Gaming Commission before commencing
25 employment. Such work permits may be issued upon a determination
26 by the Tribal Gaming Commission that the employee is not a threat
27 to the effective regulation of Gaming and creates no risk or
28 enhances no danger of unfair or illegal practices, methods or
29 activities in the conduct of Gaming. All applicants for work
30 permits shall provide such information as the Tribal Gaming
31 Commission shall require.

32
33
34 **Section 13. Gaming License Application Procedures.**

35
36 13.1 Application for License. The Tribal Gaming Commission shall
37 require from each potential Management Contractor and each
38 Principal thereof, from each person seeking employment as a Primary
39 Management Official, or Key Employee, and may require all others
40 listed in sub-section 12.1, to submit an application to the Tribal
41 Gaming Commission on the form and in the manner required by the
42 Tribal Gaming Commission. The application shall include all of the
43 following information:

- 44
45 (A) Full name other names used (oral or written), social
46 security number(s), birth date, place of birth,
47 citizenship, gender, and all languages (spoken or
48 written);

- 1 (B) Currently and for the previous 5 years: business and
2 employment positions held, ownership interests in those
3 businesses, business and residence addresses, and drivers
4 license numbers;
- 5 (C) The names and current addresses of at least three
6 personal references, including one personal reference who
7 was acquainted with the applicant during each period of
8 residence listed under paragraph (b) of this subsection;
9
- 10 (D) Current business and residence telephone numbers;
- 11 (E) A description of any existing and previous gaming or
12 other business relationships with any Indian tribe;
- 13 (F) A description of any existing and previous business
14 relationships with the gaming industry generally,
15 including ownership interests in those businesses;
- 16 (G) The name and address of any licensing or regulatory
17 agency with which the person has filed an application for
18 a license or permit related to gaming, the current status
19 of the application, and whether or not such license or
20 permit was granted;
- 21 (H) A list of all felony charges and dispositions against the
22 applicant, if any, and for each felony for which there is
23 ongoing prosecution or a conviction, the charge, the name
24 and address of the court involved, and the date and
25 disposition if any;
- 26 (I) A list of all misdemeanor charges and dispositions
27 against the applicant, if any, (excluding traffic
28 violations for which incarceration was not a possible
29 punishment), and for each misdemeanor conviction or
30 ongoing misdemeanor prosecution (excluding minor traffic
31 violations), within 10 years of the date of the
32 application, the name and address of the court involved
33 and the date and disposition;
- 34 (J) For each criminal charge (excluding minor traffic
35 charges), whether or not there is a conviction, if such
36 criminal charge was within 10 years of the date of the
37 application and is not otherwise listed pursuant to
38 paragraph (H) or (I) of this section, the criminal
39 charge, the name and address of the court involved, and
40 the date and disposition;
- 41
42
43
44
45
46
47
48

- 1 (K) The name and address of any licensing or regulatory
2 agency with which the person has filed an application for
3 a business or occupational license or permit, whether or
4 not such license or permit was granted;
5
6 (L) Two (2) current photographs;
7
8 (M) For all applications for licenses for Management
9 Contractors and each Principal thereof, Primary
10 Management Officials or Key Employees, a complete
11 financial statement and/or income tax records showing all
12 sources of income for the previous three (3) years, and
13 assets, liabilities, and net worth as of the date of the
14 application;
15
16 (N) A list of all professional or business licenses the
17 applicant has applied for, whether or not those
18 licenses were granted and the name, address and
19 phone number of the regulatory agency involved.
20
21 (O) A sworn statement that neither the applicant nor
22 any member of his immediate family has a past or
23 current financial interest, other than a salary
24 interest, in any gaming-related enterprise
25 anywhere. If the applicant has any relative who
26 has such a relationship, the applicant shall fully
27 disclose his name and the nature of the
28 relationship.
29
30 (P) Written permission giving the Tribal Gaming Commission
31 or its designee the right to investigate the
32 applicant's background, including his criminal records,
33 civil and criminal judgments and credit history.
34
35 (Q) Each application shall be accompanied by a sworn
36 statement that the applicant will submit to the
37 jurisdiction of the Tribe and the Tribal Court, if
38 employed.
39
40 (R) Any other information the Tribe deems relevant;
41
42 (S) Fingerprints obtained in duplicate on fingerprint
43 impression cards taken by the Manistee City Police
44 Department or the Tribal Gaming Commission consistent
45 with procedures adopted by the Tribe according to 25
46 C.F.R. §522.2 (h);
47
48 (T) Any other information required by Tribal Gaming

Commission rule or regulation.

13.2 Application Forms - Notices.

(A) Privacy Act Notice. The following notice shall be placed on the application form for a management contractor, key employee or a primary management official before that form is filled out by an 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 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's 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."

(B) False Statements Notice. The following notice shall be placed on the application form for a key employee or a primary official before that form is filled out by an applicant:

"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."

13.3 Burden of Proof. It is the determination of the Tribe that the public interest in the integrity of gaming is such that the burden of proof to establish fitness or eligibility to obtain or maintain a license under this Ordinance shall be upon the applicant or licensee, as the case may be.

1 13.4 Background Investigation. The Tribal Gaming Commission shall
2 conduct, or cause to be conducted, an investigation sufficient to
3 make a determination under subsection 13.5 below. In conducting a
4 background investigation, the Tribe, the Tribal Gaming Commission
5 or its agent shall promise to keep confidential the identity of
6 each person interviewed in the course of the investigation. The
7 background investigation shall consist of at least the following:

8
9 (A) The Tribal Gaming Commission or its designee shall
10 also contact each reference provided in the application
11 and take other appropriate steps to verify the accuracy
12 of the other information presented and prepare a report
13 of their findings for the Commission.
14

15 (B) The criminal background of each applicant for a
16 license shall be investigated by submitting vital
17 information concerning the applicant and impressions of
18 the applicant's fingerprints, taken under paragraph S of
19 subsection 13.1, to the Michigan State Police and/or
20 local law enforcement agencies and to the Federal Bureau
21 of Investigation Criminal Information Center, and any
22 other law enforcement agency(ies) that the Tribal Gaming
23 Commission deems appropriate, requesting a criminal
24 history report. The vital information provided to such
25 law enforcement agencies shall include, at a minimum: the
26 applicant's full name, any other names used by the
27 applicant, date and place of birth, citizenship, drivers
28 license numbers, social security number, and a physical
29 description.
30

31 (C) With respect to applicants for a Management
32 Contractors, Primary Management Officials or Key
33 Employees' license, the Gaming Commission shall also
34 investigate and verify the accuracy of financial
35 information provided by the applicant by contacting
36 banks, other financial institutions or other sources as
37 deemed necessary. The Tribal Gaming Commission shall
38 also obtain a credit bureau report on the applicant.
39

40 (D) The Tribal Gaming Commission shall attempt to
41 complete the background investigation described in this
42 subsection within 30 days following receipt of a complete
43 application.
44

45 (E) The Gaming Commission may contract with a private,
46 municipal, state, and/or federal investigation agencies
47 to perform the required background and/or criminal
48 history investigations.

1 13.5 Eligibility Determination. The Tribal Gaming Commission
2 shall review a person's or entity's prior activities, criminal
3 records, if any, reputation, habits, and associations to make a
4 finding concerning the eligibility of a key employee or primary
5 management official or other individual or entity listed above for
6 employment in or association with a Gaming Enterprise. If the
7 Tribal Gaming Commission determines that employment of or contract
8 with the person or entity poses a threat to the public interest or
9 to the effective regulation of Gaming, or creates or enhances
10 dangers of unsuitable, unfair, or illegal practices and methods and
11 activities in the conduct of Gaming, the Tribal Gaming Enterprise
12 shall not employ or contract with that person or entity in a key
13 employee or primary management official position, or as an
14 employee, nor as a management contractor nor supplier of gaming
15 goods or services.
16

17 13.6 Standards for Issuance of Key Employee or Primary Management
18 Officials' License. The Tribal Gaming Commission shall not grant
19 a license to any applicant for employment as a Key Employee or
20 Primary Management Official who:
21

- 22 (A) Is a member of the Tribal Council or the Tribal Ogema;
- 23
- 24 (B) Is under the age of 18; or
- 25
- 26 (C) Has been convicted of or entered a plea of guilty or no
27 contest to a gambling-related offense, fraud or
28 misrepresentation, within the immediately preceding 10
29 years; or
- 30
- 31 (D) Has been convicted of or entered a plea of guilty or no
32 contest to any offense not specified in subparagraph (C)
33 within the immediately preceding five years; this
34 provision shall not apply if that person has been
35 pardoned by the Governor of the State where the
36 conviction occurred or, if a tribal member, has been
37 determined by the Tribal Gaming Commission to be a person
38 who is not likely again to engage in any offensive or
39 criminal course of conduct and the public good does not
40 require that the applicant be denied a license as a key
41 employee or primary management official; or
- 42
- 43 (E) Is determined by the Tribe to have participated in
44 organized crime or unlawful gambling or whose prior
45 activities, criminal records, reputation, habits, and/or
46 associations pose a threat to the public interest or to
47 the effective regulation and control of gaming, or create
48 or enhance the dangers of unsuitable, unfair, or illegal

1 practices, methods and activities in the conduct of
2 gaming or to the carrying on of the business and
3 financial arrangements incidental to the conduct of
4 gaming; or

5
6 (F) Has knowingly and willfully provided materially false
7 and misleading statements or information to the Tribal
8 Gaming Commission or refused to respond to questions
9 asked by the Tribal Gaming Commission.

10
11 (G) The terms "fraud or misrepresentation" as used in
12 paragraph (C) shall mean a criminal offense committed
13 in Michigan or any other jurisdiction, involving theft,
14 fraud or misrepresentation, which is a felony or would
15 be a felony if committed in Michigan, and which was
16 committed as an adult or prosecuted as an adult
17 offense, and which has not been effectively removed
18 from the employee's criminal record by executive
19 pardon, state court order, or operation of law.

20
21 (H) The term "any offense" as used in paragraph (D) shall
22 mean any criminal offense not described in paragraph
23 (C), whether committed in Michigan or any other
24 jurisdiction, that is, or would be, a crime under the
25 provisions of the Michigan Penal Code, Act 328 of the
26 Public Acts of 1931, as amended, or the controlled
27 substances provisions of the Public Health Code, Act
28 No. 368 of the Public Acts of 1978, as amended or any
29 other criminal offense not included within the scope of
30 paragraph (C).

31
32 13.7 Action on Applications for Nongaming Employee Work Permits,
33 Gaming Employee License, and Gaming Service Contractor License.
34

35 (A) Within 15 days following the completion of the
36 background investigation, the Tribal Gaming Commission
37 shall review the application, the results of background
38 investigation to determine if the applicant qualifies for
39 the license or work permit applied for.

40
41 (B) If the Tribal Gaming Commission determines that an
42 applicant for a Gaming Service Contractors license,
43 Gaming Employee license or Non-gaming employee work
44 permit qualifies, pursuant to subsection 13.5, for the
45 issuance of the license or work permit applied for, the
46 Tribal Gaming Commission may approve the application and
47 issue the license or work permit, as the case may be.
48

1 (C) If the Tribal Gaming Commission denies any
2 application for a Gaming Service Contractor license,
3 Gaming Employee license or Nongaming Employee work
4 permit, the Gaming Commission shall, within 7 calendar
5 days, notify the applicant that the application was
6 denied and specify the reasons for the denial, including
7 information concerning any criminal conviction(s), which
8 prompted the denial. The notice to each applicant shall
9 also inform the applicant of the applicant's right to
10 request a hearing and appeals provided in Section 14.
11

12 (D) If a license is not issued to an applicant, the Tribal
13 Gaming Commission:
14

15 (1) Shall notify the National Indian Gaming Commission;
16 and

17 (2) May forward copies of its eligibility determination
18 and investigative report (if any) to the National
19 Indian Gaming Commission for inclusion in the
20 Indian Gaming Individuals Records System.
21

22 13.8 Action on Applications for Management Contractor, Primary
23 Management Official and Key Employee License.
24

25 (A) Within 15 days following the completion of the
26 background investigation(s) described in subsection 13.4,
27 the Tribal Gaming Commission shall review the
28 application, the results of background investigation, the
29 criminal history reports, and financial report, if
30 required, to determine if the applicant qualifies for the
31 license applied for.
32

33 (B) If the Tribal Gaming Commission determines that an
34 applicant qualifies, pursuant to sub-sections 13.5 and
35 13.6, for the issuance of such license or work permit
36 applied for, the Tribal Gaming Commission may approve the
37 application on an preliminary basis and may, in its
38 further discretion, issue a provisional license to the
39 applicant. A provisional license shall be valid for more
40 than ninety (90) days.
41

42 (C) Within 7 calendar days after granting preliminary
43 approval of a license application, the Tribal Gaming
44 Commission shall prepare and forward to the National
45 Indian Gaming Commission an investigative report on each
46 background investigation. An investigative report shall
47 include all of the following:
48

- (1) Steps taken in conducting a background investigation;
- (2) Results obtained;
- (3) Conclusions reached; and
- (4) The basis for those conclusions.

The Tribal Gaming Commission shall submit, with the investigative report, a copy of the Gaming Commission's eligibility determination and notify the National Indian Gaming Commission of the Tribal Gaming Commission's intention to issue the applicant a license and request that the agency review the application and investigative report pursuant to IGRA.

(D) The Tribal Gaming Commission may grant final approval of a license application submitted under this subsection only after the following 1 of the following has occurred:

(1) The Tribal Gaming Commission has received notice from the National Indian Gaming Commission that it has no objection to the issuance of the license; or

(2) Thirty (30) days have elapsed since the National Indian Gaming Commission was notified of the Tribal Gaming Commission's intent to issue the license and the National Indian Gaming Commission has not responded; or

(3) The National Indian Gaming Commission timely objected to the issuance of the license, the Tribal Gaming Commission has reconsidered the application in light of the objections received and has determined that the applicant may be licensed notwithstanding those objections.

(E) The Tribal Gaming Commission shall promptly notify the applicant that the application is approved and shall issue the license. If a provisional license was previously issued, the effective date of the license shall be the date the provisional license was issued.

(F) The gaming operation shall not employ as a key employee or primary management official a person who has not received final approval of a license 90 days after the date a provisional license was issued.

1 (G) If the Tribal Gaming Commission denies any
2 application for a license under this subsection, the
3 Gaming Commission shall, within 7 calendar days, notify
4 the applicant that the application was denied and specify
5 the reasons, including information concerning any
6 criminal conviction(s), which prompted the denial. The
7 notice to each applicant shall also inform the applicant
8 of the applicant's right to request a hearing and appeals
9 provided in Section 14.

10 (H) If a license is not issued to an applicant, the Tribal
11 Gaming Commission:
12

- 13 (1) Shall notify the National Indian Gaming Commission;
14 and
15 (2) May forward copies of its eligibility determination
16 and investigative report (if any) to the National
17 Indian Gaming Commission for inclusion in the
18 Indian Gaming Individuals Records System.
19

20 (I) With respect to key employees and primary management
21 officials, the Tribal Gaming Commission shall retain
22 applications for employment and reports (if any) of background
23 investigations for inspection by the Chairman of the National
24 Indian Gaming Commission or his or her designee for no less
25 than three (3) years from the date of termination of
26 employment.
27

28
29 13.9 Licensing Period. Any employee gaming license issued
30 pursuant to this section shall be effective for a period of one
31 year from the date of issuance and shall contain the licensee's
32 photograph and shall state on its face the name of the employee,
33 the Gaming Facility at which the employee is licensed to work, the
34 type of license, the date that the license became effective and the
35 date that it expires.
36

37 13.10 Renewals. A holder of an employee gaming license shall
38 petition to have his license renewed, by applying to the Tribal
39 Commission for a renewal before his original license has expired
40 and updating all information contained in the original application.
41

42 13.11 Requirement to Produce License Upon Request. Any person
43 receiving an employee gaming license must carry that license upon
44 his person during all working hours and must produce that license
45 upon the request of any person.
46

47
48 **Section 14. Suspension/Revocation of License; Right to Appeal.**

Little River Band of Ottawa
Gaming Ordinance No. #97-400-01
Enacted 1/15/97

1 14.1 Hearing upon Denial of License. Any applicant who is
2 affected by an adverse action by the Tribal Gaming Commission in
3 connection with denial of a license applied for under this
4 Ordinance may request a hearing before the Tribal Gaming Commission
5 by written request submitted within 30 days following notice of the
6 action by the Tribal Gaming Commission. Within 14 days following
7 receipt of a notice requesting a hearing, the Tribal Gaming
8 Commission shall afford such person or entity an opportunity to
9 appear and be heard before the Tribal Gaming Commission, in person
10 or with a representative or legal counsel, and to submit such
11 evidence as such person or entity deems relevant in the matter.
12 The Tribal Gaming Commission may receive evidence from the
13 applicant or licensee, the Tribe, Tribal Gaming Commission or any
14 person or entity that the Tribal Gaming Commission deems relevant
15 to the matter. The Tribal Gaming Commission shall either affirm or
16 reconsider its decision to deny the license within 7 days following
17 hearing.

18
19 14.2 Suspension of Gaming License.

20
21 (A) Subject to subsection 14.6 below, any gaming license may
22 be temporarily and immediately suspended by the Tribal Gaming
23 Commission or the Tribal Court for not more than 30 days if
24 the Tribal Gaming Commission receives reliable information
25 that any of the following have occurred:

26
27 (1) The employee/entity has been charged with a
28 violation of any gaming law.

29
30 (2) The employee/entity's continued employment as a
31 primary management official or key employee of a game or
32 gaming enterprise poses a threat to the general public.

33
34 (3) The employee/entity has made a material false and
35 misleading statement in his license application.

36
37 (4) The employee/entity has participated in gaming
38 activity unauthorized by his tribal gaming license.

39
40 (5) The employee/entity has refused to comply with any
41 lawful order of the Tribal Gaming Commission, the Tribal
42 Court or the National Indian Gaming Commission.

43
44 (B) In the event the Tribal Gaming Commission determines that
45 any employee/entity meets any of the criteria stated in
46 subsections 14.2(A)(1) through 14.2(A)(5) above or that his
47 non-compliance with this Ordinance is a direct and immediate
48 threat to the peace, safety, morals or health or welfare of

1 the community, the Tribal Gaming Commission or its designee
2 shall issue a notice of temporary suspension of such person's
3 gaming license which shall be served upon the employee/entity
4 or an agent of the employee/entity and upon the Manager. The
5 order shall state the grounds upon which it is issued and the
6 employee/entity's right to a hearing. The employee/entity
7 shall cease and desist operating in his management position or
8 in his capacity as a key employee immediately upon receipt of
9 the order, but s/he may file a notice of appeal with the
10 Tribal Gaming Commission which shall hold a hearing on the
11 order within 14 calendar days of its receipt of the appeal.
12 At the hearing the employee/entity shall have the right to be
13 represented by counsel at the employee/entity's expense and an
14 opportunity to present testimony and cross-examine opposing
15 witnesses, and to present any other documentary and oral
16 evidence as to why a temporary suspension order or an
17 injunction should not be issued. The hearing shall be
18 governed in all respects in accordance with tribal law and
19 Tribal Gaming Commission regulations.
20

21 14.3 Revocation of Gaming License.

22
23 (A) Subject to subsection 14.6 below, any gaming license may
24 be revoked by the Tribal Gaming Commission or the Tribal Court
25 if, following the hearing described in paragraph (B) of this
26 subsection, the Tribal Gaming Commission finds that any of the
27 following have occurred:
28

29 (1) The employee/entity has violated of any gaming law.
30

31 (2) The employee/entity's continued employment as a
32 primary management official or key employee of a game or
33 gaming enterprise poses a threat to the general public.
34

35 (3) The employee/entity intentionally made a material
36 false and misleading statement in his license
37 application.
38

39 (4) The employee/entity participated in gaming activity
40 unauthorized by his tribal gaming license.
41

42 (5) The employee/entity wilfully refused to comply with
43 any lawful order of the Tribal Gaming Commission, the
44 Tribal Court or the National Indian Gaming Commission.
45

46 (B) In the event the Tribal Gaming Commission receives
47 reliable information indicating that any licensed individual,
48 corporation or other entity has committed any of the

1 violations stated in subsections 14.3(A)(1) through 14.3(A)(5)
2 above or that his non-compliance with this Ordinance is a
3 direct and immediate threat to the peace, safety, morals or
4 health or welfare of the community, the Tribal Gaming
5 Commission shall issue a notice of intent to revoke such
6 person's gaming license which shall be served upon the
7 employee/entity or an agent of the employee/entity and upon
8 the Manager. The order shall state the grounds upon which it
9 is issued and the employee/entity's right to a hearing and
10 right to offer sworn oral or documentary evidence relevant to
11 the violation charged. Subject to review by the Tribal Court,
12 a license may be suspended during such pre-hearing period by
13 the vote of a majority of the members of the Tribal Gaming
14 Commission then in office where such extraordinary action is
15 essential to protect the public safety or the integrity of
16 Gaming; a license shall be suspended during such period as
17 required under IGRA if the revocation hearing arises as a
18 result of notice from the National Indian Gaming Commission.
19

20 14.4 Appeal to the Tribal Court. Subject to the burden of proof
21 set forth in this Ordinance, a decision of the Tribal Gaming
22 Commission to deny, suspend or revoke any license pursuant to this
23 Ordinance may be appealed to the Tribal Court by the aggrieved
24 person or entity. In all appeals before the Tribal Court, there
25 shall be deference given by the Tribal Court to the determination
26 of the Tribal Gaming Commission as the agency charged with
27 responsibility for interpreting its own regulations. Findings of
28 fact and conclusions of law made by the Tribal Gaming Commission
29 may be reviewed de novo by the Tribal Court. The decision of the
30 Tribal Court shall be final.
31

32 14.5 Action Following Revocation Hearing/Appeals. After a
33 revocation hearing, the Tribal Gaming Commission shall decide to
34 revoke or to reinstate a gaming license. If the decision is to
35 revoke the license and, after appeal, that decision is upheld, the
36 Tribal Gaming Commission shall notify the National Indian Gaming
37 Commission, and where applicable, the State Gaming Agency, of its
38 decision.
39

40 14.6 Notice of Concern - Manager and Primary Management Officials.
41 Notwithstanding the foregoing, in the event that the Tribal Gaming
42 Commission obtains reliable information that the duly licensed
43 Manager and/or a Primary Management Official may have breached any
44 provision of this Ordinance, the Compact, IGRA or its license, the
45 Tribal Gaming Commission shall issue a Notice of Concern to the
46 licensee prior to any action of suspension or the giving of notice
47 of a revocation hearing with respect to its/their license(s). The
48 Notice of Concern shall describe the alleged breach, shall describe

1 the steps necessary to effect a cure and shall provide the licensee
2 with an opportunity to meet with the Tribal Gaming Commission to
3 discuss the matter. The discontinuance or correction of the
4 alleged breach shall constitute a cure thereof, except where such
5 alleged breach constitutes a criminal violation by the Manager or
6 the Primary Management Official. If the alleged breach is not
7 corrected or discontinued as required herein, then the Tribal
8 Gaming Commission shall institute the notice and hearing procedure
9 set forth above.

10
11 14.7 Resolution of Disputes Between the Gaming Public and the
12 Tribe or Managers. Disputes between the gaming public and the
13 Tribe or the Manager of any Gaming Enterprise shall be resolved as
14 follows:

15
16 (A) The complaining member of the gaming public shall
17 have the opportunity to present his/her complaint or
18 grievance, verbally or in writing, to the General Manager
19 of the Gaming Facility or a person designated by the
20 General Manager to resolve grievances with members of the
21 gaming public.

22
23 (B) If the complaint or grievance is not resolved under
24 paragraph (A) to the satisfaction of the complaining
25 member of the gaming public, he/she may file a written
26 grievance with the Tribal Gaming Commission. The Tribal
27 Gaming Commission shall provide such member of the gaming
28 public with a complaint/grievance form which requests the
29 following information: name, address and telephone number
30 of the complainant/grievant, a description of the
31 circumstances or incident giving rise to the
32 complaint/grievance, the name of the Gaming Facility
33 wherein the incident complained of occurred, the name of
34 the employee(s) involved, the name of the management
35 official to whom the incident was reported pursuant to
36 paragraph (A), and the relief or action requested.

37
38 (C) The Tribal Gaming Commission shall review the
39 written grievance within 7 days of receipt. If the
40 Tribal Gaming Commission deems it necessary, it may hold
41 a fact-finding hearing to investigate the
42 complaint/grievance and any employee(s) involved in the
43 incident. If the complaint/grievance involves an alleged
44 violation of any law, this Ordinance or regulation of the
45 Tribal Gaming Commission, the Gaming Commission shall
46 take final action on the complaint/grievance within 30
47 days of receipt of the complaint/grievance and may issue
48 an order which includes any action authorized under this

1 Ordinance.
2
3
4
5
6

7 **Section 15. Additional Penalties.**
8

9 15.1 Penalties Authorized. Any individual who violates any
10 provision of this Ordinance, including provisions of the Compact or
11 other Class III gaming regulations incorporated herein, shall be
12 subject to civil penalties including exclusion from employment in
13 any Gaming Operation, denial or revocation of any license,
14 exclusion from attendance at any Gaming Facility, exclusion from
15 the Tribe's Reservation if a non-member of the Tribe, or with
16 respect to any person subject to the jurisdiction of the Tribe, a
17 fine of not more than \$5,000.00 for each such violation. Each
18 calendar day that a violation occurs shall be deemed a separate
19 violation. The Tribal Gaming Commission shall have the
20 jurisdiction to impose such penalties on any person or entity
21 within the jurisdiction of the Tribe to impose such penalties.
22

23 15.2 Right to Appeal Penalty. No action by the Tribal Gaming
24 Commission to impose a penalty pursuant to this Section shall be
25 valid unless the person or entity affected is given the opportunity
26 to appeal and be heard before the Tribal Gaming Commission, and the
27 Tribal Court subject to the procedures set forth in subsection 14.1
28 and 14.4, concerning appeals or in subsection 14.6 concerning a
29 Notice of Concern, either in person or through a representative or
30 legal counsel, and to submit such evidence as the Tribal Gaming
31 Commission deems relevant to the matter at issue. Notwithstanding
32 the foregoing, if the Tribal Gaming Commission deems it necessary
33 to protect the public interest in the integrity of Indian Gaming,
34 the Tribal Gaming Commission may take such action with immediate
35 effect as it deems required, and shall thereupon provide notice and
36 an opportunity to be heard to the affected person or entity as soon
37 as is reasonably practicable following such action.
38
39

40 **Section 16. Repealer and Severability.**
41

42 If any provision of this Ordinance or its application to any person
43 or circumstance is held invalid, the remainder of this Ordinance or
44 the application of the provision to other persons or circumstances
45 is not affected.
46
47
48

Little River Band of Ottawa
Gaming Ordinance No. #97-400-01
Enacted 1/15/97

CERTIFICATION OF ADOPTION

This Ordinance is adopted under the provisions of the Constitution of the Little River Band of Ottawa Indians, the governance of which was recognized and extended by Section 8(a)(2) of Public Law 103-324. It is intended that this Ordinance continue in full force and effect not only until such time as the Little River Band of Ottawa Indians adopt a new constitution under the Indian Reorganization Act, as authorized by Section 8(a)(1) of Public Law 103-324, but thereafter as well, unless and until it is modified, amended or revoked by the duly authorized and elected governing body as created by such new constitution.

This Ordinance was adopted by the Tribal Council of the Little River Band of Ottawa Indians at its Special meeting held on January 15, 1997 by a vote of ___ in favor, ___ opposed, ___ absent, and ___ abstentions. A quorum of the Tribal Council being present for such vote.

Date: _____

Robert Guenthardt, Chairman

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