



*Little River Band of Ottawa Indians
Office of Tribal Ogema
2608 Government Center Dr.
Manistee, MI 49660
231-723-8288 (Fax) 231-723-3270*

Executive Order No. 21-1028-01

**Executive Order Creating an Advisory Group to Assist
the Ogema in the Management of the Little River Band of
Ottawa Indians Gaming Enterprise(s)**

Section 1. Purpose; Authority; Findings.

- 1.01. *Purpose.* The purpose of this Executive Order (Order) is to establish a Gaming Enterprise(s) Advisory Group to assist the Ogema in the operation and management of the existing gaming enterprise and any future gaming enterprises of the Little River Band of Ottawa Indians (LRBOI).
- 1.02. *Authority.* The Ogema of the Little River Band of Ottawa Indians promulgates this Order in accordance with the following authority:
- a. Article V, Section 5 (a)(2) of the Constitution provides that the Ogema shall oversee the administration and management of the Tribal government in accordance with the laws, resolutions and motions adopted by the Tribal Council; and
 - b. Article V, Section 5 (a)(8) of the Constitution provides that the Ogema shall manage the economic affairs, enterprises, property, and other interests of the Tribe, consistent with ordinances and resolutions enacted by the Tribal Council; and
 - c. Article V, Section 5 (a)(4), of the Constitution provides that the Ogema has the power, with the approval of the Tribal Council, to appoint members of regulatory commissions and heads of subordinate organizations created by ordinance; and
 - d. The Ogema's powers to manage gaming enterprise(s) of the Tribe are the separate and distinct powers constitutionally granted to the Ogema that may not be usurped or interfered with by the other branches of the tribal government.
Ogema et al v LRBOI Tribal Council, 20-051-AP.

1

- e. The Ogema has the authority to promulgate executive orders pursuant to Article 7 of the Administrative Procedures Act.

1.03. *Findings.* The Ogema finds that:

- a. The Indian Gaming Regulatory Act identifies that a principal goal of federal Indian policy is to promote Tribal economic development, tribal self-sufficiency, and strong Tribal governments, and has set forth limitations regarding the use of gaming revenues by Indian Tribes, as well as imposing on Tribes the way they must operate their gaming enterprises; and
- b. The gaming enterprise is an economic enterprise operated and governed by the Little River Band of Ottawa Indians.
- c. The gaming enterprise(s) continue to grow and expand as the Tribe's primary source of governmental revenue and jobs; and
- d. The nature of the gaming enterprise(s)' 24-hour, year-round operation requires regular monitoring, oversight, and direction; and
- e. The establishment of an Advisory Group for the gaming enterprise(s) to assist the Ogema in the monitoring, oversight, and direction regarding the management and operation of any and all existing and future gaming enterprise(s) will serve the best interests of the Tribe by maximizing generation of income from gaming for the benefit of the Tribe, reducing expenses where appropriate, and minimizing the potential for political interference of business decision-making, all in accordance with the Constitution, goals set by the Ogema, and the budgets adopted by Tribal Council.
- f. Certain amendments to this Order more appropriately state the law, are prudent changes, and correct clerical errors.

Section 2. Adoption; Amendment; Repeal; Severability.

2.01. *Adoption.* This Order is adopted on October 28, 2021, pursuant to Ogema, et al v. LRBOI Tribal Council, 20-051-AP, and to replace Tribal Council Resolution #17-0111-002 permanently adopting the Gaming Enterprises Oversight Act of 2010, which Resolution was declared unconstitutional in Ogema, et al v. LRBOI Tribal Council, 20-051-AP.

2.02. *Amendment.* This Order may be amended by the Ogema in accordance with the Constitution and laws, or rules set forth governing amendment of laws of the Little River Band of Ottawa Indians.

2.03. *Severability Clause.* If any provision of this Order or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or

applications of this Order which can be given effect without the invalid provision or application, and to this end the provisions of this Order are severable.

- 2.04 This Order revokes Executive Order 21- 0812-01.
- 2.05. *Title.* This Order shall be referred to as the "Gaming Enterprise(s) Advisory Group Order of 2021.

Section 3. Definitions. For purposes of this Order, certain terms are defined in this Section.

- 3.01. The word "shall" is always mandatory and not merely advisory.
- 3.02. *At-Large Member* means a member of the Gaming Enterprise Advisory Group who is not an elected official of the Tribe. **Tribal preference pursuant to the Indian Preference in Employment Ordinance #15-600-02, as amended, shall apply to notices and applications to fill positions on the Advisory Group.**
- 3.03. *Capital Expenditures* means the amount spent to add to the value of or extend the useful life of property, plant, or equipment or to adapt it to a new or different use. Expenses that keep property, plant, and equipment in an ordinarily efficient operating condition and do not add to its value or appreciably add to its useful life are not capital expenditures.
- 3.04. *Collective Bargaining Agreement* means a contract between a gaming enterprise and a labor organization regarding wages, hours, terms, or conditions of employment pursuant to the Fair Employment Practices Code.
- 3.05. *Contract* means an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law. All contracts negotiated under this Order must be approved by the Ogema.
- 3.06. *Daily Operational Expense* means those expenses identified in the budget as necessary to operate and manage the gaming enterprise on a day-to-day basis and include but are not limited to payroll, insurance premiums, utilities, and payments made in accordance with the terms of an approved contract.
- 3.07. *Elected Official* as used in this Order, shall mean the Ogema.
- 3.08. *First Advisory Group* shall mean the First Advisory Group appointed in accordance with Section 7 of this Order.
- 3.09. *Gaming Enterprise(s)* as used in this Order, shall mean the existing gaming enterprise, online gaming, and any future facility at which gaming is authorized under Tribal, State, and/or Federal law including, but not limited to, the Indian Gaming Regulatory Act, the Tribal-State Gaming Compact(s), and the Tribal

Gaming Ordinance. Gaming enterprises are considered public employers, and are authorized to conduct activities including, but not limited to, the following:

- a. Gaming activities authorized under the Tribal-State Gaming Compact
- b. Online gaming
- c. Hotel and recreational activities
- d. Entertainment and conference activities
- e. Dining and banquet activities
- f. Activities reasonably related to subparagraphs (a)-(e) above; and
- g. Other activities as may be authorized from time to time by resolution of the Tribal Council amending this Order.

3.10. *Good Cause* as used in this Order as a basis for removal of a member of the Advisory Group, shall have the meaning ascribed to it under Section 5 of this Order.

3.11. *Majority vote shall* mean more than 50% of the votes cast.

3.12. *Ogema or his Designee as used in this Order shall* mean the Tribal Ogema pursuant to Article V of the LRBOI Constitution, or a person to whom the Ogema has delegated his powers to manage the business of the gaming enterprise(s) for a specific period.

3.13. *Primary Management Official (PMO)* means an employee who has the authority:

- a. To hire and fire employees; or
- b. To set up working policy for any gaming activity; or
- c. The Chief Financial Officer or other person who has financial management responsibility; or
- d. Any person having management responsibility for a management contract; or
- e. Any other person delegated by the regulatory agency as a Primary Management Official.

Section 4. Advisory Group Creation; Composition; Qualifications.

4.01. *Creation of the Advisory Group.* The Ogema hereby creates and establishes the Gaming Enterprise(s) Advisory Group to act as a subordinate organization to assist the Ogema of the Tribe in overseeing the Tribe's gaming enterprise(s), subject to the following conditions:

- a. The Advisory Group and its members shall be subject to all federal laws, or any laws promulgated pursuant to federal law, including but not limited to the Indian Gaming Regulatory Act, the Tribal-State Gaming Compact, the Gaming Ordinance of the Tribe, and all applicable laws, regulations, internal operating procedures, and minimum internal control standards.
- b. The members of the Advisory Group shall take an oath of office given by a member of the Judiciary of the Little River Tribal Court and shall file a signed confidentiality statement.
- c. The members of the Advisory Group shall be licensed by the Little River Band of Ottawa Indians Gaming Commission as a Primary Management Official.

4.02. *Composition of the Advisory Group.* The Advisory Group shall be comprised of five (5) Members seated as follows:

- a. The Ogema, or the Ogema's designee, shall be a voting member of the Advisory Group. Such designee shall not be required to meet the qualifications of Section 4.03 (a) and (b) below.
- b. Four (4) At-Large Members to be appointed by the Ogema subject to approval by the Tribal Council.
- c. The Ogema shall serve as Chairperson of the Advisory Group. The members of the Advisory Group shall elect a Vice Chairperson from its members, who shall serve as Chairperson in the Ogema's absence.

4.03. *Qualifications of Advisory Group Members.* Each member of the Advisory Group, except for elected official, shall have one or more of the following qualifications:

- a. At least seven (7) years of experience of executive management in the fields of finance, operations, hospitality management or gaming management, or comparative fields; or
- b. A comparable amount of executive management experience that lends demonstrable skills to the management of a gaming enterprise.

Section 5. Removal.

5.01. *Removal by Advisory Group.* The Advisory Group and/or the Ogema shall have the power to remove an Advisory Group Member for good cause upon a majority vote of the Advisory Group or by the decision of the Ogema.

5.02. *Good cause,* as used in this Order as a basis for removal, means that a member of the Advisory Group shall be removed for the following reasons:

- a. Failure to attend four meetings of the Advisory Group, including special or emergency meetings, within a twelve-month period.
- b. Revocation of a professional license, PMO license, permit or certification that reflects on the qualifications of the member to sit on the Advisory Group or reflects on the professional responsibilities and integrity of the member.
- c. Conviction of a felony, or conviction of a misdemeanor act that impinges on the professional responsibilities and integrity of the member. Any member of the Advisory Group shall immediately notify the Ogema of any arrest or conviction of a felony or misdemeanor.
- d. Failure to carry out the fiscal obligations mandated by this Order.

5.03. *Removal Process.* The following process for removal of a member of the Advisory Group shall be strictly adhered to:

- a. *Notification - Reasons for Removal.* The member of the Advisory Group subject to removal shall receive written notification that sets forth, with specificity, the reason(s) for removal. The notification shall include, at a minimum, the conduct, incident, or action that is the basis for the removal and the date and place the conduct, incident or action occurred; any documents relevant to the conduct, incident, or action; and the names of witnesses or other individuals with information regarding the conduct, incident, or action.
- b. *Notification - Hearing Date and Time.* The notification shall include the place, date, and time of the hearing at which the Advisory Group member may answer the charge for removal. Removal hearings shall only be heard in a closed session meeting, provided that the Advisory Group Member subject to removal may request a public hearing.
- c. *Filing of Notification.* A copy of the notification and any attachments shall be forwarded to the Tribal Council Recorder.
- d. *Witnesses; Documents.* The Advisory Group Member who is the subject of a removal proceeding shall submit, no later than forty-eight (48) hours prior to the hearing date and time, a list of proposed witnesses that will be called and/or a copy of all documents that will be presented at the removal hearing. The Advisory Group Member may be represented by legal counsel at the member's expense. Witnesses, at the time of the hearing shall swear an oath as to the truth and accuracy of their statements.
- e. *Majority Vote Required.* An Advisory Group Member shall only be removed by majority vote.

f. *Final Decision.* A majority vote of the Advisory Group, or the action of the Ogema to remove an Advisory Group Member shall be final.

5.04. *Return of Property.* Any Advisory Group Member subject to removal shall immediately, upon receipt of notification of removal, return any property, including documents or records of any type, that rightfully belongs in the possession of the Advisory Group.

Section 6. Disqualification.

6.01. *Automatic Disqualification - General.* Automatic disqualifications are non-discretionary and must be strictly enforced by the Chairperson, or the Vice Chairperson presiding in the Chairperson's absence.

6.02. *Grounds for Disqualification.* An Advisory Group Member shall be automatically disqualified from serving on the Advisory Group when one of the following occurs:

- a. The Group Member no longer holds or is eligible to hold a valid PMO Gaming License issued by the Tribe's Gaming Commission; or
- b. The Group Member was an elected official who no longer holds an elected office during that term.

6.03. *Disqualification - Procedure.* When an Advisory Group Member is subject to disqualification under Section 6.02 above, the Chairperson, or the Vice Chairperson presiding in the Chairperson's absence, shall notify the Advisory Group member in writing. The notification shall contain, at a minimum:

- a. The reason(s) for the disqualification; and
- b. Notice that the Advisory Group Member is disqualified effective immediately; and
- c. Notice that the disqualification may be appealable to a hearing body.

6.04. *Return of Property.* Any Advisory Group Member disqualified from serving on the Advisory Group shall immediately return any property, including documents or records of any type, that rightfully belongs in the possession of the Advisory Group.

Section 7. Notice; Posting Required; Vacancies.

7.01. *Notification Required.* The Advisory Group is required to immediately notify the Ogema in writing, when a vacancy is created by conclusion of a term, removal by the Advisory Group, disqualification, or resignation of a member.

7.02. *Posting Notice of Vacancy for Applicants.* The Ogema shall post for ten (10) days in the Tribal newspaper, a notice that a vacancy on the Advisory Group exists, the preferred qualifications for the vacant position, the term of office for the vacant position, and the

opening and closing dates of the application period. The 10-day application period shall be in accordance with the provisions of the LRBOI Indian Preference in Employment Ordinance #15-600-02.

- 7.03. *Vacancy Exists.* A vacancy exists upon removal by the Advisory Group or the Ogema, automatic disqualification, resignation, expiration of term of office, or upon receipt of the notice of vacancy to or by the Ogema.
- 7.04. *Procedure for Filling Vacancies.* The following procedures shall be adhered to when filling vacancies on the Advisory Group:
- a. The Advisory Group performs duties necessary to the activities of the gaming enterprise(s) such that it is important that vacancies be filled in an efficient and timely manner. The Ogema shall make appointments to fill vacancies on the Advisory Group within forty-five (45) days of receipt of notice of a vacancy.
 - b. With respect to vacancies existing on the date of adoption of this Order, the Ogema shall make appointments within seven (7) days after the date of adoption.
 - c. If the Ogema is unable to appoint individuals to fill vacancies on the Advisory Group, he or she shall identify the reasons why vacancies cannot be filled within the timelines set forth in this Section, identify all attempts made to nominate qualified persons, and identify with specificity what qualifications each applicant is lacking.
 - d. If a vacancy occurs on the Advisory Group in one or more of the seats which requires a minimum qualification as set by Section 4.03 above, the remaining members of the Advisory Group may continue to conduct business.
 - e. A vacancy in either an Elected Official seat or an At-Large seat shall be filled for the remainder of the unexpired term.
 - f. A vacancy in the Advisory Group seat reserved for the Ogema due to removal, disqualification, resignation, or ineligibility for a Primary Management Official Gaming License shall be filled by the Vice Chairperson until a new Ogema is sworn in.

Section 8. Meetings; Minutes; Compensation.

- 8.01. *Quorum.* A quorum of the Advisory Group shall consist of any three (3) members of the Advisory Group and shall be required to conduct business.
- 8.02. *Meetings.* The Advisory Group shall hold regularly scheduled meetings at least once per month. The Advisory Group may convene special or emergency meetings, as

necessary. The Advisory Group shall post its regular meeting schedule at the first meeting of each year.

- 8.03. *Requirement to Attend Meetings.* All Advisory Group Members shall participate in all regularly scheduled monthly meetings to be compensated. Advisory Group Members may participate in meetings by telecommunications, upon approval of the remaining Advisory Group Members, when conditions prohibit attending in person.
- 8.04. *Procedures.* The Advisory Group shall be authorized to establish its own meeting procedures not inconsistent with this Order provided that the Advisory Group shall act only by Resolution under the following circumstances:
- a. When approving contracts and agreements in accordance with Sections 9.03 and Section 11.03
 - b. When approving and authorizing execution of Collective Bargaining Agreements in accordance with Section 9.03; and
 - c. When authorizing expenditures in accordance with Section 9.03.
- 8.05. *Minutes.* The Advisory Group shall prepare minutes of all open and closed session meetings which shall describe with specificity all official actions taken by the Advisory Group and shall memorialize all discussions related to those official actions. Copies of the Advisory Group minutes shall be submitted to Tribal Council Recorder for acceptance to the record in a timely manner.
- 8.06. *Compensation.* Each At-Large Member of the Advisory Group shall be paid reasonable compensation as authorized by a Resolution of the Tribal Council subject to the following limitations:
- a. Compensation for At-Large Members of the Advisory Group shall not be diminished during any term of office.
 - b. The Ogema shall not receive additional compensation for serving on the Advisory Group.
 - c. Compensation shall be set in the Tribal Council's approved annual budget.
 - d. If the Ogema sitting on the Advisory Group is not re-elected to his or her Tribal government position, he or she shall be paid the same compensation as At-Large Members of the Advisory Group for a period of not more than sixty (60) days following the swearing-in of the new Ogema, consistent with the hold-over provision in Section 14 below.

Section 9. Responsibilities and Duties.

- 9.01. *Responsibilities.* The Advisory Group shall be responsible for the following:

- a. To ensure compliance with the laws and resolutions enacted by the Tribal Council
- b. To ensure compliance with all applicable laws and regulations, including the Indian Gaming Regulatory Act, the Tribal-State Gaming Compact, the Gaming Ordinance of the Tribe, and all applicable laws, regulations, internal operating procedures, policies, and minimum internal control standards
- c. To account for and transfer, or to direct the accounting and transfer of, all revenues generated by the gaming enterprise(s), excluding authorized operating funds, on at least a monthly basis to an account or accounts authorized and established by the Tribal Council by law or resolution; provided that such transfers shall be made according to written procedures established by the Advisory Group which shall be subject to modification by the Tribal Council by law or resolution
- d. To increase the number of Tribal Members employed by the gaming enterprise(s) in management level positions in accordance with the Indian Preference in Employment Ordinance
- e. To maintain a consistent and regular attendance record
- f. To be held accountable, to the highest degree, for the accuracy and thoroughness of the records and reports of the gaming enterprise(s); and
- g. To be responsible for the successful overall direction and operation of all activities of the gaming enterprise(s) in accordance with the laws and resolutions enacted by the Tribal Council.

9.02. *General Duties.* The Advisory Group shall:

- a. Create, develop, and implement an effective strategy of business organization for the gaming enterprise(s) including setting objectives for future growth and expansion in accordance with the Annual Operating Plan and annual budget approved by the Tribal Council
- b. Ensure the quality of management activities and operations in all areas of the gaming enterprise(s); and,
- c. Have all duties and responsibilities customary for an executive body of a gaming, restaurant, hotel, and entertainment enterprise, including responsibility for the overall operation of the gaming enterprise(s), subject to any limitations or prohibitions set forth in this Order.

9.03. *Specific Duties.*

- a. *General Manager.* The Advisory Group shall have the power to hire a General Manager for the gaming enterprise(s) in accordance with the laws and resolutions of the Tribe. The Advisory Group shall assist the Ogema to negotiate an employment contract with the General Manager; provided, that such contract shall be presented by the Ogema and approved by the Tribal Council. The Advisory Group shall evaluate the performance of the General Manager on an annual basis or more frequently as needed. The Advisory Group shall have the power to terminate the employment of the General Manager in accordance with applicable laws.
- b. The General Manager shall have the authority to make daily budgeted operating expenditures without the further approval of the Advisory Group.
- c. *Primary Management Official Employment.* The General Manager shall have the power to employ Primary Management Officials for the gaming enterprise(s) in accordance with applicable laws.
- d. Any employment contract entered in accordance with this Section shall be ratified by the Advisory Group. The Advisory Group shall be provided the evaluation reports regarding the performance of all Primary Management Officials on an annual basis or more frequently as needed. The General Manager shall keep the Advisory Group informed of any matters concerning performance of Primary Management Official employees.
- e. *Personnel Manual.* The Advisory Group shall have the power to approve and amend the Personnel Manual for the gaming enterprise(s). The Advisory Group shall provide at least thirty (30) day's advance notice to the Ogema and Tribal Council of all proposed amendments to the Personnel Manual.
- f. *Grievance Procedures.* The Advisory Group, in consultation with the General Manager, shall abide by the grievance procedure currently used by the gaming enterprise(s). The Advisory Group, in consultation with the General Manager shall have the authority to amend or modify the grievance procedure policy by Resolution in compliance with applicable laws and collective bargaining agreements.
- g. *Collective Bargaining Agreements; Contracts.* The Advisory Group is expressly delegated the authority, in consultation with the Ogema, to negotiate Collective Bargaining Agreements for the gaming enterprise(s) on behalf of the Tribe in accordance with Section 9 of this Order. Collective Bargaining Agreements shall only be approved by a duly authorized Resolution which shall be forwarded to the Ogema and the Tribal Council Recorder for filing with the Advisory Group Monthly Report.

- h. *Release of Financial Information.* The Advisory Group is expressly delegated the authority to release necessary financial information to support the gaming enterprise(s) position(s) during any collective bargaining process. Financial information released shall be subject to the confidentiality provisions under Article XVI of the Fair Employment Practices Code.
- i. *Contracts.* The Advisory Group shall have the power to approve contracts up to and including \$500,000.00 without Tribal Council approval subject to those limitations identified in Section 11 of this Order.
- j. *Expenditures.* The Advisory Group shall authorize all gaming enterprise capital expenditures and shall authorize all other expenditures more than \$50,000.00, excluding budgeted daily operational expenses.

9.04. *Additional Duties of Chairperson and Vice-Chairperson.*

- a. In addition to all other duties of the Advisory Group contained in this Order, the Ogema, or in his or her absence the Vice-Chairperson, shall be responsible for carrying out the following additional duties:
- b. *Mandatory Reporting Requirements,* Ensuring the accuracy and timely submission of all mandatory budgets and reports in accordance with the schedules set forth in Section 12 of this Order.
- c. *Mandatory Distributions.* Ensuring the accuracy and timeliness of all mandatory distributions of gaming revenues in accordance with the schedules set forth in Section 13 of this Order.

Section 10. Authority to Waive Sovereign Immunity.

- 10.01. The sovereign immunity of the Tribe may only be waived with the approval of the Tribal Council unless Tribal Council delegates the power to waive sovereign immunity by ordinance or resolution.

Section 11. Limitations to Authority and Access.

- 11.01. *Official Action Required.* No member of the Advisory Group shall be authorized to act independently or in the absence of an official action taken by roll call vote.
- 11.02. *Limitations on Access.* The Advisory Group shall not be authorized to access pits, cage, surveillance, count rooms, vaults, IT server and router locations, and behind bars serving food and/or alcohol in any gaming enterprise.
- 11.03. *Limitations on Contracting Authority.* The Advisory Group shall not have the power to enter or approve any construction contracts, nor may the Advisory Group enter into any form of contract or agreement or initiate negotiations with any municipality, nation, Indian

Tribe, state, or body politic, without the approval of the Tribal Council. Contracts and agreements shall only be approved by a duly authorized Resolution which shall be forwarded to the Ogema for submission to the Tribal Council Recorder for filing with the gaming enterprise(s) monthly report.

- 11.04. *Limitation on Authority to Terminate Employment.* The Advisory Group shall have no independent authority to intervene or intercede in any personnel related matter, including termination of employment. The Advisory Group shall retain authority related to employment of the General Manager in accordance with Section 9.03 (a) of this Order.
- 11.05. *Limitation on Authority to Obligate Funds.* The Advisory Group shall have no authority to obligate funds outside the parameters of the approved budget without prior approval by the Tribal Council including, but not limited to, funding connected to any bonus or profit-sharing programs.

Section 12. Budgets; Reporting Requirements; Schedules - Required

12.01. *Operation of Gaming Enterprise(s).* The operation of the gaming enterprise(s) is governed by the provisions contained within this Section.

12.02. *Annual Budget, Reports and Operating Plan.*

- a. The Advisory Group shall prepare, or cause to be prepared, a separate proposed annual budget for each gaming enterprise in accordance with the power of the Ogema to prepare and present an annual budget to Tribal Council under Article V, Section 5 (a)(5) of the Constitution, and in accordance with the power of the Tribal Council to approve or amend the annual budget, provided that the annual budget shall include at a minimum:
1. Statements of projected revenue and proposed expenses for the budget year, actual results for the prior year and actual results year-to-date plus the remaining budget for the current year
 2. The statement of revenue and expenses shall be presented by month, with summary statements of all departments and operating segments, detailed statements by department or other operating segment and detailed statements of monthly revenue by category
 3. Schedule of budgeted depreciation & capital replacement reserves
 4. Detail of budgeted capital expenditures, including justification for each expenditure/project over \$100,000.00
 5. Budgeted Distribution to the Tribe forecast by month
 6. Loan amortization schedule for the budget year

7. Loan covenant compliance calculation by month for the budget year
 8. Schedule and discussion of risks and opportunities for the budget year;
and
 9. Budgeted Advisory Group expenditures including, but not limited to, compensation, expenses, office space requirements, staff costs, consulting fees and professional fees.
- b. *Annual Marketing Report.* The annual marketing report shall report on the activities of the current fiscal year to date as well as for the upcoming fiscal year, and shall include but not be limited to the following:
1. Executive summary
 2. Situation analysis
 3. Market analysis / target markets
 4. Competitive analysis
 5. Marketing strategies
 6. Direct mail
 7. Player development activities; and
 8. Event profiles and pro-forma.
- c. *Annual Human Resources Department Report.* The Human Resources Department Report shall report on the activities of the current fiscal year to date as well as for the upcoming fiscal year, and shall include but not be limited to the following:
1. Budgeted FTEs by department
 2. Preference employment report
 3. Hiring plans
 4. Training schedules
 5. Employee development plans
 6. Proposed changes to employee benefit plans
 7. Compensation plans

8. Disclosure of any bonus type plans
 9. Status of Collective Bargaining Agreements and other union activities; and
 10. Termination reports.
- d. *Annual Operating Plan & Report.* The operating plan shall report on the proposed activities for the upcoming fiscal year, and shall include but not be limited to the following:
1. Operating goals for the gaming enterprise
 2. Operating goals for each department
 3. Proposed changes in operations
 4. Status of Collective Bargaining Agreements and other union activities; and
 5. Schedule and discussion of risks and opportunities.
- e. *Schedule for Submission of Annual Budgets and Reports.* The annual budget and annual reports described in items (a)-(c) above shall be submitted to the Ogema and Tribal Council beginning the fiscal year following the promulgation of this Order.
- f. *Confidentiality.* Reports and statements submitted to the Ogema and Tribal Council under this subsection shall be treated as privileged and confidential and submitted only in Tribal Council closed meetings.

12.03. *Monthly Reports.* The Advisory Group shall prepare, or cause to be prepared, a written monthly report to be submitted to the Ogema. The monthly report shall include as attachments all Resolutions authorized by the Advisory Group during the reporting period and shall summarize the status of all relevant aspects of the operation of each gaming enterprise. The monthly report shall include, at a minimum the following:

- a. Statements of revenue and expenses that shall include:
 1. Actual budget and prior year results for the current month and year to date
 2. Summary statement of all departments and other operating segments
 3. Detailed statement by department or another operating segment
 4. Detailed statement of revenue by category

- 5. Distribution to the Tribe statement; and
 - 6. Capital replacement reserve schedule.
- b. Balance sheet for the current month, the prior month, and the prior year end
 - c. Schedule of actual capital expenditures vs budget for the current month and year to date
 - d. Loan covenant compliance schedule; and
 - e. Status of Collective Bargaining Agreements and other union activities.
- 12.04. *Schedule for Submission of Monthly Reports.* The monthly report shall be submitted no later than the 30th day following month end.
- 12.05. *Confidentiality.* Reports and statements submitted under this Section, except for the Human Resources Preference Employment Report, shall be treated as confidential and submitted to the Ogema and Tribal Council only in Tribal Council closed meetings.
- 12.06. *Applicable Accounting Standards.* The Advisory Group shall ensure that all budgets and reporting requirements contained in this Order comply with the Generally Accepted Accounting Principles.

Section 13. Mandatory Distributions.

- 13.01. *Mandatory Distributions.* The Advisory Group shall be responsible for ensuring the timely payment of all distributions required by applicable Federal, State or Tribal laws, Resolutions, Regulations, Compacts, or Agreements including, but not limited to, the following:
- a. *Distributions Required by Compact(s).* Distributions mandated by any Compact between the Little River Band of Ottawa Indians and the State of Michigan shall be made in accordance with the terms of that Compact or any other Agreement entered between the Tribe and the State.
 - b. *National Indian Gaming Commission Payments.* All payments required to be made to the National Indian Gaming Commission, or any other payments mandated by the Indian Gaming Regulatory Act.
 - c. *Tribal Gross Gaming Tax.* The Tribal Gross Gaming Tax shall be distributed monthly in arrears to the Tribe along with a certificate signed by an officer stating the amount of the tax and showing how such amount was computed. The distribution of the tax shall be made no later than twenty (20) days after the end of each month and shall be based on percentages as set forth by Ordinance.

- d. *Net Gaming Revenue.* Distributions of net gaming revenue to the Tribal government shall be made monthly, no later than twenty (20) days after the end of each month.

Section 14. Terms of Office; Hold-Over Period.

14.01. *Terms of Office.* Each member of the Advisory Group appointed under the provisions of this Order shall have a term of office in accordance with the following schedule:

- a. *Seat 1.* Seat 1 shall be filled by the Ogema for a term of office consistent with the Ogema's term of office.
- b. *Seat 2.* Seat 2 is an At-Large Member who shall serve a term of office of four (4) years.
- c. *Seat 3.* Seat 3 is an At-Large Member who shall serve a term of office of four (4) years.
- d. *Seat 4.* Seat 4 is an At-Large Member who shall serve a term of office of four (4) years.
- e. *Seat 5.* Seat 5 is an At-Large Member who shall serve a term of office of four (4) years.

14.02. *Hold-Over Period.* To accommodate the appointment and approval provisions for seating Advisory Group Members, each member of the Advisory Group appointed and approved in accordance with this Order may be held over in office for a period not to exceed sixty (60) days.

So ordered on October 28, 2021.

Larry B. Romanelli
Tribal Ogema

CERTIFICATION

I, Julie Wolfe, Tribal Council Recorder, do hereby certify that this is a true and correct copy of the Gaming Enterprise(s) Advisory Group Order #21-1028-01 permanently filed with the Tribal Council. Julie Wolfe, Tribal Council Recorder, do hereby certify that this is a true and correct copy of the Gaming Enterprise(s) Advisory Group Order of 2021 permanently filed with the Tribal Council.

Julie Wolfe, Tribal Council Recorder

[Seal]