



December 17, 2009

George E. Howell, President  
Pawnee Nation of Oklahoma  
P.O. Box 470  
Pawnee, OK 74058  
Fax: (918) 762-6446

RE: Ordinance Amendment, approval

Dear President Howell:

On December 11, 2009, the National Indian Gaming Commission (NIGC) received an amendment to the Pawnee Nation of Oklahoma's previously approved gaming ordinance adopted by Resolution #09-75 on December 9, 2009. This amendment repeals a restriction requiring servers in the gaming facility to be 21 years or older if alcohol is served on the gaming floor.

This letter constitutes approval of the amendment. Nothing therein conflicts with IGRA's requirements or the NIGC's regulations.

Thank you, and if you have any questions, please feel free to contact Staff Attorney Heather McMillan Nakai at (202) 632-7003.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Skibine", with a long horizontal flourish extending to the right.

George T. Skibine  
Acting Chairman

# PAWNEE NATION OF OKLAHOMA



## ***Gaming Ordinance***

**2009**

**Previous Ordinance Dated 1999, 2005, 2007**



**Revisions**

**Approved**

**By**

**Pawnee Business Council**

**In**

**Special Meeting**

**Conducted**

**December 9, 2009**

**Approved by National Indian Gaming Commission**

**December 17, 2009**

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# THE PAWNEE NATION OF OKLAHOMA

## GAMING ORDINANCE

### An Ordinance to authorize, license, regulate Class II and Class III gaming on Tribal Lands of the Pawnee Nation of Oklahoma.

#### ARTICLE I

#### INTRODUCTION

##### Section 1.1 Declaration of Policy

It is the declared policy of the Pawnee Nation of Oklahoma that:

- (1) All gaming conducted on Tribal Lands of the Pawnee Nation shall be regulated by the Pawnee Nation Gaming Commission to protect the public health and welfare of employees and patrons from the adverse effects which may derive from unregulated gaming;
- (2) It is the objective of the Tribe to achieve and sustain the maximum Tribal revenue from gaming for the benefit of the Tribal government and membership and to promote Tribal economic self-sufficiency and the general Tribal health and welfare;
- (3) The conduct of activities provided for by this Ordinance on Tribal Lands shall conform with the Indian Gaming Regulatory Act, 102 Stat. 2467, 25 U.S.C. §§ 2701-2721, and the regulations promulgated by the National Indian Gaming Commission;
- (4) Furthermore it shall be recognized that effective regulatory oversight requires a functional separation between the operation of Tribal gaming and the regulation of Tribal gaming; and
- (5) Accordingly it is believed that the Gaming Commission shall have sufficient freedom and flexibility without undue interference and shall have a stable source of funding.

##### Section 1.2 Scope

This Ordinance shall apply to all Gaming conducted on Tribal Lands as defined herein, and lands otherwise within the jurisdiction of the Pawnee Nation of Oklahoma, in which a prize or reward is offered or awarded to any participant or in which a participant is required or requested to provide any legal consideration in order to participate, whether in person or through an agent.

### **Section 1.3 General Prohibition – Exceptions**

No person shall conduct any game of Bingo or any other Class II Gaming or any Class III Gaming within Tribal Lands for which a charge is made or other consideration requested or required for participation, or to the winner of which any prize is awarded except as licensed pursuant to this Ordinance.

### **Section 1.4 Definitions**

As used in this Ordinance, the following definitions shall apply:

- (1) “ACT” means the Indian Gaming Regulatory Act, 102 Stat. 2467, codified at 25 U.S.C. §§ 2701-2721, as amended.
- (2) “ACCOMPLICE” means one who acts jointly with another or as an accessory before the fact to an act committed by the other or as a co-conspirator with the other.
- (3) “ADJUSTED GROSS REVENUES” means gross revenues less all cash prizes or the aggregate price of merchandise prizes paid out.
- (4) “BINGO” means a game of chance (whether or not electronic, computer, or other technologic aids are used in connection therewith):
  - (a) which is played for prizes, including monetary prizes, with cards bearing numbers or other designations,
  - (b) in which the holder of the card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined, and
  - (c) in which the game is won by the first person covering a previously designated arrangement of numbers or designations on such cards, including (if played in the same location) pull-tabs, lotto, punch boards, tip jars, instant bingo, and other games similar to bingo.
- (5) “CHEATING” means operating or playing in a game in a manner in violation of the written or commonly understood rules of the game with the intent to create for oneself, directly or through any accomplice, an advantage over and above the chance of the game.
- (6) “CLASS II GAMING” means that gaming defined in 25 U.S.C. §2703(7)(A) and 25 CFR 502.3.
- (7) “CLASS III GAMING” means that gaming defined in 25 U.S.C. §2703(8) and 25 CFR 502.4.
- (8) “COMPACT” means the Tribal Gaming Compact between the Pawnee Tribe of Oklahoma and the State of Oklahoma, which is also known as the Pawnee Tribe of Oklahoma and State of Oklahoma Gaming Compact.
- (9) “CONCESSIONS” means all drinks and food sold at the Gaming Facility.

- (10) "COUNCIL" means the Pawnee Business Council as described in the Constitution of the Pawnee Nation of Oklahoma.
- (11) "EQUIPMENT" means all gaming, office, concession, and maintenance equipment necessary to the operation of Class II Gaming or Class III Gaming, as applicable, and of a Gaming Facility.
- (12) "EQUIPMENT COSTS" as to any item of Equipment or period of time, means the cost at which Equipment may be acquired pursuant to competitive bidding.
- (13) "FACILITY COSTS" means the actual and direct cost of acquiring a gaming site and the development, construction, and establishment thereon of a Gaming Facility, including the Equipment Costs incurred in connection therewith.
- (14) "GAMING" means risking any money or other thing of value for gain, contingent, wholly or partially, upon lot, chance, the operation of gaming apparatus, or the happening or outcome of an event over which the person taking the risk has no control.
- (15) "GAMING FACILITY" means a building or buildings used in the operation of Class II Gaming or Class III Gaming, as applicable, including all appurtenances, access roads, parking lots, easements, outside lighting, water and sewer facilities, electrical facilities, heating and air conditioning equipment, fixtures, and any and all other improvements reasonable and necessary to a facility of similar operation and use.
- (16) "GAMING OPERATION" means each economic entity that is licensed under this Ordinance, operates the games, receives the revenues, issues the prizes, and pays the expenses. A Gaming Operation may be operated by the Tribe directly or by a licensed Management Contractor.
- (17) "GAMING SITE" or "SITE" means the tract or tracts of land upon which a Gaming Facility is located.
- (18) "KEY EMPLOYEE" of a Gaming Operation means:
  - (a) a person who performs one or more of the following functions:
    - (i) Shift leader;
    - (ii) counting room supervisor;
    - (iii) security personnel;
    - (iv) custodian of gaming supplies or cash
    - (v) floor manager;
    - (vi) pit boss;
    - (vii) dealer;
    - (viii) croupier;
    - (ix) approver of credit;

- (x) bingo caller
- (xi) custodian of gambling devices including persons with access to cash and accounting records within such devices;

(b) if not otherwise included, any other person whose total cash compensation is in excess of \$50,000 per year; or

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

(19) "LICENSE" means a license issued pursuant to and in accordance with this Ordinance the National Indian Gaming Regulatory Act and associated regulations.

(20) "MANAGEMENT CONTRACT" means any contract or collateral agreement between the Tribally-designated entity and an outside Management Contractor, not a regular employee of the Tribe, if such contract or agreement provides for the development and/or management of all or part of a Gaming Operation at a specified Gaming Facility.

(21) "MANAGEMENT CONTRACTOR" means the Person (other than the Tribe) holding a Management Contract entered into pursuant to 25 U.S.C. § 2710(d)(9) and 2711.

(22) "NATIONAL GAMING CHAIRMAN" means the Chairman of the National Indian Gaming Commission or any successor authorized under the Act.

(23) "NATIONAL INDIAN GAMING COMMISSION" means the National Indian Gaming Commission or any successor authorized under the Act.

(24) "NET GAMING REVENUE" means Gross Gaming Revenues of a Gaming Operating less—

(a) amounts paid out as, or paid for, prizes; and

(b) total gaming-related operating expenses, excluding management fees.

(25) "OPERATING EXPENSES" means any expenses incurred in the operation of Gaming that is specifically designated as an operating expense in any management contract or which by operation of Generally Accepted Accounting Principles (GAAP) consistently applied is so treated.

(26) "PATRON" means a person participating in a game with the hope of winning money or other benefit, but does not include a licensee, or any assignee of a licensee.

(27) "PERSON" means any individual, firm, partnership, corporation, limited liability company, association, or other business entity recognized under the laws of the State.

(28) "PRIMARY MANAGEMENT OFFICIAL" means:

a. the person having management responsibility for a Management Contract;

- b. each person (including individuals comprising a business entity) having a direct financial interest in a Management Contract. In the case of a corporation, the term includes those Persons who serve on the Board of Directors of such corporation and every Person who owns, directly or indirectly, either individually or by agent, including Relatives, any stock in a corporate Management Contractor or equity interests in any other legal entity which is a Management Contractor however those shares or interests be designated, or a Person having sufficient voting power individually or by proxy to elect at least one member to the Board of Directors or other managing entity of a Management Contractor. The term also includes all other persons employed by a Management Contractor in any capacity, and Relatives of persons who are defined as Primary Management officials by the preceding text, having five percent (5%) or more equity ownership, either individually or by agent, including Relatives, in any other business entity hired by a Management Contractor or by doing any business with a Management Contractor with respect to an agreement entered into by the Management Contractor in a gaming operation;
- c. any person who has authority:
  - (i) to hire and fire employees; or
  - (ii) to set up working policy for a Gaming Operation; or
  - (iii) the chief financial officer or other person who has financial management responsibility.

(29) "PRIZE COSTS" means, as to any period of time, the total amount of all money and property (limited to the actual acquisition costs of property prizes) given away as prizes to bona fide participants of gaming conducted at a Gaming Facility.

(30) "RELATIVE" means an individual related to a referenced natural Person as a father, mother, son, daughter, brother, sister, husband, wife, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, or half-sister.

(31) "REVENUE" means Gross Gaming Receipts less Operating Expenses, Prize Costs, Actual Amortized Payments made to reimburse Development Advances, and a percentage of the Equipment Costs appropriate for the period for which the Revenue is to be calculated.

(32) "STATE" means any State and any of its agencies or instrumentalities.

(33) "TRIBAL BUSINESS COUNCIL" means the Pawnee Business Council as described in the Constitution of the Pawnee Nation of Oklahoma.

(34) "TRIBAL COURT" means courts duly constituted under the Constitution of the Pawnee Nation of Oklahoma.

(35) "TRIBAL GAMING CHAIRMAN" means the Chairman of the Pawnee Tribal Gaming Commission.

- (35) "TRIBAL GAMING COMMISSION" means the Pawnee Tribal Gaming Commission created under Article III hereof.
- (37) "TRIBAL GAMING OPERATION" means a Gaming Operation owned, operated, and managed solely by the Tribe through its own employees.
- (38) "TRIBAL LANDS" means: (a) all land within the limits of the boundaries of the Pawnee Indian Reservation; or (b) land over which the Pawnee Nation exercises governmental power and that is either – (1) held in trust by the United States for the benefit of the Pawnee Nation or individual Tribal members; or (2) held by the Pawnee Nation or individual Tribal member subject to restriction by the United States against alienation.
- (39) "TRIBAL PROSECUTOR" means any attorney regularly employed as an employee of the Tribe or other special counsel retained by the Tribe as a law enforcement official.
- (40) "TRIBAL-STATE COMPACT" means an agreement between the Tribe and any state which regulates Class III Gaming pursuant to 25 U.S.C. § 2710(d).
- (41) "TRIBAL TREASURER" means the Tribal Treasurer as described in the Constitution of the Pawnee Nation of Oklahoma.
- (42) "TRIBE" means the Pawnee Nation of Oklahoma.

## **ARTICLE II**

### **GENERAL PROVISIONS**

#### **Section 2.1 Gaming Authorized**

Class II Gaming as defined at § 2703(7)(A) and Class III Gaming as defined at § 2703(8) of the Indian Gaming Regulatory Act and by the regulations promulgated by the National Indian Gaming Commission at 25 C.F.R. §§ 502.3 and 502.4 are hereby authorized in accordance with the provisions of this Ordinance.

#### **Section 2.2 Class II Licensing**

The following Class II Games may be licensed and conducted on Tribal Lands:

- (1) Bingo as defined under this Act (whether or not electronic, computer, or other technologic aids are used in connection therewith) including, if played at the same location, pull-tabs, lotto, punch boards, tip jars, instant bingo, and other games similar to bingo.
- (2) Any game defined as Class II Gaming as defined by the Act and otherwise determined to be Class II Gaming by amendment of the Act, by regulation, by decision of the National Indian Gaming Commission, or a federal court.

### **Section 2.3 Class III Licensing**

Class III Games, as provided for in any compact between any State and the Tribe, or such procedures as prescribed by the Secretary of the Interior pursuant to the Act, may be licensed and conducted on Tribal lands.

### **Section 2.4 Interest and Responsibility**

The Tribe shall have the sole propriety interest in and responsibility for the conduct of any Gaming Operation authorized by this Ordinance. If the Tribe, acting through the Tribal Business Council, elects to allow individually owned Gaming Operation, it shall authorize such operations in accordance with the requirements set forth in 25 C.F.R. §§ 522.10 and 522.11.

### **Section 2.5 Eligibility for Employment**

Tribal Managers and Management Contractors licensed to conduct Gaming pursuant to this Ordinance shall never allow any or the following persons to become an employee of such Tribal Manager or Management Contractor, or otherwise receive any salary, remuneration, dividend, benefit, or compensation of any kind whatsoever, either directly or indirectly, as a result of, or due to, the conduct of Gaming within Tribal Lands or the Tribe's jurisdiction:

- (1) any Person less than eighteen (18) years of age;
- (2) ~~any Person less than twenty-one (21) years of age if alcoholic beverages are served on the gaming floor~~Reserved;
- (3) any Person who has been convicted by any court of competent jurisdiction of a felony, a gaming offense, or other crime involving moral turpitude; or
- (4) any Person who holds an elected office of the Tribe or any member of the Pawnee Business Council or the Tribal Gaming Commission.

### **Section 2.6 Audit Provisions**

The following audit requirements shall apply to applicants, Gaming Operations, and contracts as set forth below:

- (1) Implied Consent for Audits and Review. In return for the privilege of conducting Gaming within the Tribal jurisdiction, any Person that applies for or receives a license to conduct Gaming pursuant to this Ordinance shall be deemed to have consented to the audit and review of any of its records by authorized accounting or law enforcement agencies or officers of the Tribal Gaming Commission without notice or warrant at any reasonable time, including spot checks or field audits of its operations during Gaming sessions.
- (2) Annual Audits. At least once each calendar year, a complete audit, which may be encompassed within the existing independent Tribal audit system, will be

conducted by a certified public accountant designated by the Tribal Gaming Commission for each Gaming Operation and Gaming Facility. The resulting audit reports shall be submitted promptly to the Tribal Gaming Commission and the National Indian Gaming Commission.

- (3) Audit of Contracts. All contracts for supplies, services, or concessions for a contract amount in excess of Twenty-Five Thousand and no/100 dollars (\$25,000) annually (except contracts for professional legal or accounting services) relating to a Gaming Operation shall be subject to such independent audits, and each such contract shall contain a provision whereby each party thereto agrees to cooperate and comply with the audit.
- (4) Costs of Audits. The Tribal Gaming Commission shall levy upon each Gaming Operation or Gaming Facility a fee sufficient to pay for the expenses associated with the audit or audits provided for by this Section.

## **Section 2.7 Environmental Protection**

Every Gaming Operation, including any Tribal Manager or Management Contractor shall construct, maintain, and operate a Gaming Facility in a manner which adequately protects the environment and the public health and safety and complies with applicable environmental laws, regulations, and license requirements. The Tribal Gaming Commission shall have jurisdiction to make and enforce any regulations necessary to protect the environment and the public health and safety with regard to the construction, maintenance, and operation of a Gaming Facility. In doing so, the Tribal Gaming Commission may request the assistance of the Tribal Health Department or any other interested Tribal or federal agency. Any Person or Gaming Operation, including a Tribal Manager or Management Contractor, submitting a Gaming Site for proposed Gaming Operations, shall be required to provide the Tribal Gaming Commission with an appropriate environmental report and assessment.

## **Section 2.8 Age Restrictions**

No person under the age of eighteen (18) years shall be permitted to frequent the gaming floor areas of a Gaming Facility or otherwise participate or play in any Gaming activity regulated by this Ordinance. No person under the age of twenty-one (21) shall be permitted to patronize any area of a Gaming Facility where alcohol is sold or served, except for restaurant areas of a Gaming Facility where the primary source of income is food.

## **Section 2.9 Civil Penalties**

Any violations of this Gaming Ordinance may be subject to Civil Penalties, as authorized. The Tribal Gaming Commission is authorized to bring a civil action in any court of competent jurisdiction, including the Tribal Court, against any Person violating the provisions of this Ordinance. Upon finding that a violation has occurred, the Tribal

Court may impose a civil penalty as provided in Section 12.1 for each separate violation in addition to any or all actual damages, administrative costs, and the fees of counsel retained by the Tribal Gaming Commission to prosecute such offense. Each game played at which a continuing violation occurs shall be deemed a separate violation.

### **Section 2.10 Criminal Penalties**

Any person subject to the criminal jurisdiction of the Pawnee Nation of Oklahoma violating the provisions of this Ordinance shall be guilty of a criminal offense and shall, upon conviction thereof, be punished by confinement for a period of not more than one (1) year, and a fine of not more than five thousand dollars (\$5,000), or by both such fine and imprisonment for each separate violation.

### **Section 2.11 Requirements to Receive a Prize**

In addition to winning any particular game without cheating, or otherwise being the first player to properly cover a predetermined and publicly announced pattern of squares upon the card being used by him, a player, in order to qualify to receive a Prize, must furnish:

- (1) Acceptable proof of said winner's name, address, and social security number. Acceptable proof may be a driver's license, photo identification, or other identification. An oral statement or the winner's social security number may be acceptable when accompanied by two forms of identification, one of which is valid photo identification; and
- (2) A signed receipt acknowledging acceptance and receipt of the prize awarded.

## **ARTICLE III**

### **TRIBAL GAMING COMMISSION**

#### **Section 3.1 Tribal Gaming Commission Created**

There is hereby established a Tribal Gaming Commission which shall be called the Pawnee Tribal Gaming Commission. The Tribal Gaming Commission may meet and take official action only on Pawnee Tribal Lands. The Tribal Gaming Commission shall be subject to the Pawnee Nation Administrative Procedures Act.

#### **Section 3.2 Conflict of Interest**

No member of the Tribal Gaming Commission shall engage in any business which is subject to regulation by the provisions of this Ordinance. No member, during his term of office or for two (2) years thereafter, may consult with or in any manner be employed by or own, directly or through a relative, nominee, or trustee, any interest in any business subject to regulation by this Ordinance. Members of the Tribal Gaming Commission

and Commission employees are prohibited from playing or participating in any gaming activity in any Gaming Facility regulated by this Ordinance.

### **Section 3.3 Meetings**

- (1) The Tribal Gaming Commission shall meet at least quarterly within the jurisdiction of the Pawnee Nation.
  - (2) Meetings may be called by the Chairman or by majority vote of the Commission at a duly called meeting.
  - (3) Notice of a meeting shall be delivered to members of the Commission, the Business Council, the Tribal Development Corporation, and the public, at least ten days in advance or the meeting shall be rescheduled.
  - (4) Members of the Commission may participate in a meeting of the Commission by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting in such manner by any member who does not object at the beginning of such meeting to the holding thereof in such manner shall constitute presence of the member at the meeting.
  - (5) The Tribal Gaming Commission shall act by majority vote of the Commissioners present.
  - (6) Three Commissioners shall constitute a quorum to transact business. Each member of the Tribal Gaming Commission shall be entitled to one vote. The Chairman/Chairperson shall vote only in the event of a tie.
  - (7) Any action required or permitted to be taken at a meeting of the Commission may be taken without meeting if all members sign written consents setting forth the action taken or to be taken, at anytime before or after the intended effective date of such action. Such consents shall be filed with the minutes of the Commission and shall have the same effect as a unanimous vote or resolution of the Commission at a legal meeting thereof. Any such action taken by unanimous written consents may, but need not be, set forth in such consents in the form of resolutions or votes.
  - (8) Minutes of meetings shall be kept and shall at a minimum record the topics discussed, motions made and the Commissioner making such motion, and the votes on motions.
  - (9) The Commission shall enter Executive Session to discuss licensing information, financial data, litigation and violations, and personnel matters. Members of the Pawnee Business Council and the Attorney General shall be entitled to attend any Executive Session. Information discussed in Executive Session shall be kept strictly confidential. Intentionally divulging Information discussed in Executive Session shall be a crime.
- (1)

### **Section 3.4 Appointment of Members**

- (1) The Tribal Gaming Commission shall be appointed by the Pawnee Business Council, and shall consist of five (5) commissioners.
- (2) No member of the Tribal Gaming Commission shall be younger than twenty-five (25) years of age at the time of appointment.
- (3) Each Commissioner nominee shall complete a license application and shall be subject to the same level of background investigation as is required for a primary management official under this chapter.
- (4) Such background investigation shall be performed at the direction of the Council by a duly appointed agent of the Council. Upon completion of the background investigation, the Council shall by majority vote, either
  - a. issue a License, or
  - b. notice the commissioner for a hearing before the Council, or
  - c. Deny the license.
- (5) All information gathered in such investigation shall be held in strict confidence and the consideration by the Pawnee Business Council shall be held in Executive Session.
- (6) No member of the Pawnee Business Council may serve on the Tribal Gaming Commission during the Council member's term of office.

### **Section 3.5 Terms of Office**

- (1) The term of office for each Commissioner shall be a period of [three (3)] years from the date of their appointment, unless appointed for a shorter term in order to stagger the terms.
- (2) Commissioners may be removed for cause by majority vote of the Pawnee Business Council [meeting in Executive Session].

### **Section 3.6 Appointment of Officers**

The Chairman, Vice-Chairman, and Secretary/Treasurer of the Tribal Gaming Commission will be appointed by the Tribal Gaming Commissioners. The Chairman shall be the official spokesperson for the Tribal Gaming Commission and may delegate this role only by written instrument. In the absence of the Chairman, the Vice-Chairman will serve as Chairman. Absence is defined for purposes of this paragraph as physical absence from a duly called meeting and inability to be reached by telephone, The Tribal Gaming Commission may also elect such other officers as the Commission deems appropriate.

### **Section 3.7 Authority and Responsibility of Tribal Gaming Commission**

The Tribal Gaming Commission shall have the power, authority, and responsibility to:

- (1) Collect all funds, including but not limited to application fees, license fees, fines, penalties, and guaranteed monthly payments due to the Tribe from any

Gaming Operation on Tribal Lands in accordance with the relevant provisions of this Ordinance;

- (2) Request by requisition to the Pawnee Business Council the disbursement of payroll, expenses, and any and all other funds with such requisitions requiring the signature of the Chairman and/or the Secretary/Treasurer and made thereafter by the Pawnee Business Council;
- (3) Issue and renew gaming licenses for the conduct of Class II Gaming and Class III Gaming activity on Tribal Lands;
- (4) Issue and renew gaming licenses for the conduct of Class II Gaming and Class III Gaming activity on Tribal Lands upon such terms and conditions which may be provided for in a Tribal-State Compact or otherwise authorized by federal law;
- (5) Enforce and administer the provisions of this Ordinance and any regulations promulgated by the Tribal Gaming Commission;
- (6) Revoke, suspend, or condition a gaming license, or deny an application for a gaming license for violations of this Ordinance, the Act, regulations promulgated by the National Indian Gaming Commission, and regulations promulgated by the Tribal Gaming Commission;
- (7) Promulgate regulations regarding Class II Gaming and Class III Gaming on Tribal Lands;
- (8) Review Management Contracts for specific Gaming Operations and report any and all findings to the Pawnee Business Council;
- (9) Monitor all Gaming conducted on Tribal Lands and oversee the conduct of the management and employees of Gaming Operations on a continuing basis;
- (10) Inspect and examine all Gaming Sites and Gaming Facilities on Tribal Lands at such times as the Tribal Gaming Commission or the Pawnee Business Council may deem proper to determine and verify compliance with this Ordinance and any Management Contract;
- (11) Conduct, or cause to be conducted, such background investigations as may be necessary and advisable or required by this Ordinance, the Act or federal gaming regulations; and, in particular, the Commission may conduct thorough checks of the background and suitability of Gaming Commissioners, Key Tribal Gaming Commission Employees, Management Contractors, and Primary Management Officials and Key Employees of any Gaming Enterprise;
- (12) Demand access to and inspect, examine, photocopy, and audit all papers, books, and records respecting of Gross Gaming Receipts, Operating Expenses and Revenues, and operations of Gaming Operations conducted on Tribal lands and any other matters necessary to carry out the duties of the Tribal Gaming Commission pursuant to the purposes, policies, and provisions of this Ordinance;

- (13) Use such Tribal buildings and other Tribal property in the performance of its duties as shall be approved by the Pawnee Business Council or the Tribal agency having jurisdiction or use of said buildings or other property;
- (14) Procure supplies, services, and property by contract in accordance with applicable Tribal laws and regulations;
- (15) Enter into contracts with federal or other Tribal governments or their subdivisions and private entities for activities necessary to the discharge of the duties of the Tribal Gaming Commission, and, to the extent feasible, contract with the National Indian Gaming Commission for the responsibility to enforce the regulations of the National Indian Gaming Commission;
- (16) Hold such hearings, sit and act at such times and places, take such testimony, and receive such evidence as the Tribal Gaming Commission deems appropriate to fulfill its duties and responsibilities pursuant to this Ordinance;
- (17) Administer or cause to be administered oaths or affirmations to witnesses appearing before the Tribal Gaming Commission;
- (18) Order the temporary or permanent closing of a Gaming Operation or Gaming Facility upon a violation of this Ordinance, any regulations promulgated hereunder, any Management Contract, the Act and its associated regulations, or other applicable laws of the Tribe, with any such order for permanent closure being appealable to the Tribal Court;
- (19) By majority vote, authorize the Chairman of the Tribal Gaming Commission to issue, or cause to be issued, subpoenas, which subpoenas shall be of like effect as issued by the Tribal Court;
- (20) Promulgate such regulations and guidelines as it deems appropriate to implement the provisions of this Ordinance, and to provide for its own rules of procedure, provided that all such rules and regulations shall be filed with the Tribal Secretary and shall be public records open to inspection by any person during normal business hours;
- (21) Conduct or cause to be conducted the annual audit of all Gaming Operations required by 2.6 of this Title, and to report the results to the Pawnee Business Council and the National Indian Gaming Commission;
- (22) Approve, issue, disapprove, suspend, cancel, or renew licenses as provided in this Ordinance;
- (23) Collect fees and assessments as provided for in this Ordinance;
- (24) Levy and collect civil penalties and fines as provided for in this Ordinance;
- (25) Review, on demand, such books and records and inspect the Gaming Facilities and operations of applicants and licensees as it deems necessary or proper for the enforcement of this Ordinance;
- (26) Prepare such forms as it deems necessary to fulfill its duties, responsibilities, and powers hereunder;

- (27) Institute such legal proceedings in federal, state, or Tribal Court as the Commission deems necessary for the enforcement of this Ordinance and regulations promulgated pursuant thereto;
- (28) Conduct hearings as provided in this Ordinance and regulations promulgated hereunder;
- (29) Deposit all payments, fees, assessments, penalties, interest, and civil fines collected under authority of this Ordinance into accounts designated by the Tribal Gaming Commission to the credit of the Tribe;
- (30) Maintain a correct and full accounting of all payments, fees, penalties, interest, and civil fines received under authority of this Ordinance; and
- (31) Take such other actions and issue such orders as the Tribal Gaming Commission may deem necessary or proper to perform properly and fully its duties and responsibilities under this Ordinance.

### **Section 3.8 Reports**

The Tribal Gaming Commission shall submit a report, including the views of individual members, if submitted, to the Council on a quarterly basis each calendar year. The report shall include information concerning:

- (1) Funding, including income and expenses, of the Tribal Gaming Commission;
- (2) Net Revenue and Adjusted Gross Revenues received by the Tribe from Gaming Operation;
- (3) Recommendations for amendments to this Ordinance;
- (4) A summary of gaming licenses issued and denied, by type, during the preceding quarterly reporting period; and
- (5) Any other matter considered appropriate to report by the Tribal Gaming Commission.

### **Section 3.9 Staffing of Tribal Gaming Commission**

- (1) General Counsel. The Tribal Gaming Commission shall designate a licensed attorney to act as General Counsel to the Tribal Gaming Commission
- (2) Other Staff. The Tribal Gaming Commission may appoint and supervise other staff for the Tribal Gaming Commission in accordance with the personnel policies and procedures of the Gaming Commission, at such rates of pay as shall be reflected in the budget of the Tribal Gaming Commission as approved by the Council, provided that no Person may be appointed to the staff of the Tribal Gaming Commission who is a relative of a member of the Tribal Gaming Commission, Tribal Manager, Management Contractor, Primary Management Official, Key Employee, or a member of the Pawnee Business Council.

- (3) Assignment of Other Personnel. The Tribal Gaming Commission may request the assignment of personnel to assist the Tribal Gaming Commission in carrying out its duties under this Ordinance, unless otherwise prohibited by law or contract, and as authorized by the Program Director, Executive Director and/or Personnel Director.

### **Section 3.10 Access to Information**

- (1) General Authorization. The Tribal Gaming Commission may secure from any department or agency of the Tribal government, and from cooperating agencies or departments of the government of any Indian Tribe, any State, or the United States information necessary to enable it to carry out its function hereunder. Upon request of the Tribal Gaming Commission, the head of any department or agency of the Tribe shall furnish such information to the Tribal Gaming Commission unless otherwise prohibited by law.
- (2) Distribution. The Tribal Gaming Commission is authorized, upon request for law enforcement purposes or as required by law, to distribute to the National Indian Gaming Commission, and any agency of another federally recognized tribe or state having authority to regulate gaming or prosecute offenders for violations of the appropriate gaming laws within the jurisdiction of such Tribe or state, such information as it may have available, unless otherwise prohibited by law.

### **Section 3.11 Assessment of Fees**

- (1) Authorization. The Tribal Gaming Commission shall, from time to time, promulgate regulations establishing a uniform schedule of fees to be paid annually by each Gaming Operation that is regulated by this Ordinance, and shall review said schedule annually during its budget process. The fee imposed on a Gaming Operation may be reduced or waived by the Gaming Commission in the event a Gaming Operation experiences a severe economic hardship or serious natural disaster. The rate of fees imposed under this Section shall be the assessment percentage to be:
  - (a) no less than 0.5 percent nor more than 2.5 percent of the first One Million Dollars (\$1,000,000) of the Gross Receipts, and
  - (b) no more than 5 percent of the Gross Receipts in excess of the first One Million Dollars (\$1,000,000) of the Gross Receipts from each entity regulated by this Ordinance.
- (2) Non-Payment. Failure to pay the appropriate fees required under any provision of this Ordinance shall, subject to the regulations of the Tribal Gaming Commission, be grounds for revocation or suspension of the license of the nonpaying Person.

### **Section 3.12 Judicial Review**

- (1) Scope and Procedure. The decisions of the Tribal Gaming Commission denying, suspending, or revoking a license, or ordering permanent closure of a Gaming Operation or Gaming, shall be subject to judicial review in the Tribal Court only, naming the Tribal Gaming Commission as the sole defendant to the extent that the suit seeks prospective injunctive relief and does not claim monetary damages of any kind. The Tribal Court may enter declaratory and injunctive relief only against the Tribal Gaming Commission and may not enter a money damage judgment of any nature, PROVIDED, that the limited waiver of immunity herein contained is conditioned upon the plaintiff in such action posting a bond with good and sufficient sureties in an amount that shall be determined by the Court as deemed necessary for cause shown, for the payment of the attorney's fees and court costs incurred by the Tribal Gaming Commission, which costs and fees shall be awarded by the Tribal Court as a part of any judgment or decree; and PROVIDED FURTHER, that no temporary restraining order may be issued under any circumstances and no preliminary injunction may be issued in favor of such plaintiff absent a noticed hearing wherein the plaintiff presents substantial and credible evidence that:
  - (a) the plaintiff is likely to prevail upon the law and facts, and the evidence in favor of plaintiff is clear and convincing;
  - (b) that the public health, welfare, and safety will not be harmed by such temporary relief;
  - (c) that the balance of equity is strongly in favor of such plaintiff;
  - (d) the plaintiff will suffer irreparable harm absent such temporary relief other than simply economic loss; and
  - (e) at least forty-eight (48) hours notice is given to the legal counsel appointed by the Tribal Gaming Commission and the Secretary of the Commission.
- (2) Immunity. The individual members of the Tribal Gaming Commission shall be absolutely immune from civil suit in all actions at law or in equity for any actions taken or statements made within the scope of their authority as members of the Tribal Gaming Commission, or in a good faith belief that their actions or statements were within the scope of their authority. The Pawnee Nation of Oklahoma may defend and indemnify the individual members against any civil suit even if the civil suit alleges actions outside the scope of authority; PROVIDED, however, that if a final judgment determines that actions were, in fact, outside the scope of authority, with no good faith belief that they were otherwise, then the costs of defense may be determined by the Tribal Court.

### **Section 3.13 Subpoena and Deposition Authority**

- (1) Authority. The Tribal Gaming Commission shall have the power to require or cause to be required by subpoena the attendance and testimony of witnesses

and the production of all books, papers, documents, and things relating to any matter under consideration of investigation.

- (2) Enforcement Power. The attendance of witnesses and the production of books, papers, and documents may be required from any place in the United States at any designated place of hearing. The Tribal Gaming Commission may request the National Indian Gaming Commission to bring appropriate action to enforce any subpoena under this Section.
- (3) Failure to Appear or Comply. A Tribal Court, in case of contumacy or refusal to obey a subpoena for any reason, may issue an order requiring such person to appear before the Tribal Gaming Commission, and produce books, papers, documents, or things as so ordered, and give evidence concerning the matter in question, any failure to obey such order a Tribal Court may be punished by the Tribal Court as a contempt thereof.
- (4) Depositions. The Tribal Gaming Commission may order, or cause to be ordered, testimony to be taken by deposition in any proceeding or investigation pending before the Tribal Gaming Commission at any stage of such proceeding or investigation. Such depositions may be taken before any person designated by the Tribal Gaming Commission and having the power to administer oaths. Reasonable notice must first be given to the Tribal Gaming Commission in writing by the party or his attorney proposing to take such deposition, and, in cases in which the Tribal Gaming Commission proposes to take a deposition, reasonable notice must be given. The notice shall state the name of the witness and the time and place of the taking of his deposition. Any person may be compelled to appear and depose, and to produce books, papers, documents, or things in the same manner as witnesses may be compelled to appear and testify and produce like physical or documentary evidence before the Tribal Gaming Commission as hereinbefore provided.
- (5) Transcription. Every person deposing as herein provided shall be cautioned and shall be required to swear or affirm to testify to the whole truth, and shall be carefully examined. The person's testimony shall be reduced to writing where possible by the person taking the deposition, or under his direction, and shall, after it has been reduced to writing, be subscribed by the deponent in the same manner as depositions in civil cases. All depositions shall be promptly filed with the Tribal Gaming Commission.
- (6) Presumptions. Where any current or proposed Tribal Manager, Management Contractor or licensee, or a Primary Management Employee, Key Employee, or other employee or Relative of a potential licensee or current licensee fails or refuses to comply with a subpoena issued, pursuant to this Section, the Tribal Gaming Commission may presume that the testimony and evidence which would have been presented to the Tribal Gaming Commission would be adverse to the interests of the current or potential licensee in the matter under investigation and shall be grounds for immediate suspension or termination.

### **Section 3.14 Referrals for Prosecution**

The Tribal Gaming Commission shall, when information received during an investigation indicates a violation of Tribal, Federal, or State statutes, ordinances, or resolutions, provide such information to the tribal police and Attorney General for possible prosecution.

### **Section 3.15 Authorization for Appropriations**

The Pawnee Business Council is hereby authorized to appropriate such sums as may be necessary for the adequate operation of the Tribal Gaming Commission.

## **ARTICLE IV**

### **GAMING LICENSE REQUIREMENTS**

#### **Section 4.1 License for Location**

The Tribal Gaming Commission shall issue a separate license to each place, facility, or location conducting Class II and/or Class III Gaming Operations.

#### **Section 4.2 Types of Licenses to be Issued**

(1) Third Party Management. The Tribal Gaming Commission shall issue the following licenses with respect to Gaming Operations operated by a Management Contractor under a Management Contract or by an individual operator, and each license shall be valid for a term of two (2) years commencing from the date the license is issued:

- (a) Gaming Facility License;
- (b) Management Contractor's License;
- (c) Primary Management Official License;
- (d) Gaming Manager License;
- (e) Key Employee License; and
- (f) General Employee License.

(2) Tribal Management. The Tribal Gaming Commission shall issue the following licenses with respect to Tribal Gaming Operations owned and operated directly by the Tribe and each license shall be valid for a term of two (2) years commencing from the date the license is issued, except General Employee, Key Employee, and Primary Management Official Licenses shall be reviewed for renewal purposes no more than two (2) years from date of issuance:

- (a) Gaming Facility License;
- (b) Primary Management Official License;
- (c) Gaming Manager License;

- (d) Key Employee License; and
  - (e) General Employee License.
- (3) Other Licenses. Business entity licenses and other licenses, as referred to in Part 10 of the Pawnee Tribe of Oklahoma and State of Oklahoma Gaming Compact and associated rules and regulations, are required. Each such license shall be valid for no more than two (2) years from the date of issuance.

### **Section 4.3 License Fees**

- (1) License Fees will be reviewed annually.
- (2) Fees for Third Party Operations. For Gaming Operations to be conducted by a Management Contractor pursuant to a Management Agreement, the Management Contractor shall tender the designated fee or fees to the Tribal Gaming Commission at the time application is made for a license:
  - (a) Gaming Facility License
  - (b) Management Contractor's License
  - (c) Primary Management Official License
  - (d) Gaming Manager License
  - (e) Key Employee License
  - (f) General Employee License
- (3) Fees for Facilities Operated by Tribe. License fees for Tribal owned and operated Gaming Facilities shall tender the designated fee or fees to the Tribal Gaming Commission at the time application is made for a license.
  - (a) Gaming Facility
  - (b) Primary Management Official License
  - (c) Gaming Manager License
  - (d) Key Employee License
  - (e) General Employee License
- (4) Rates of any and all license fees shall be reviewed by the Tribal Gaming Commission annually for the purpose of determining and revising rate amounts if deemed necessary.

**Article V**  
**License Application Procedure**

**Section 5.1 Application Forms**

- (1) Each Person having a Management Contract, each Primary Management Official and each Key Employee shall complete any application for an initial license or renewal of an existing gaming license on an application form prescribed by the Tribal Gaming Commission. Each gaming license or renewal license shall be valid for a term of *two* (2) years period commencing from the date the license is issued. The application shall set forth:
- (a) the name under which the applicant transacts or intends to transact business on Tribal Lands;
  - (b) the location of the Gaming Facility for which the gaming license is sought; and
  - (c) the application shall be signed by the applicant if a natural person, or, in the case of an association or partnership, by a member or partner thereof, or in the case of a limited liability company, by a manager thereof, or in the case of a corporation, by an executive officer thereof. The applicant shall provide evidence of authority of the signatory or any other representative to act for and bind the applicant. If any change is made in that authority, the Tribal Gaming Commission shall be immediately informed in writing and, until that information is filed with the Tribal Gaming Commission, any action of the representative shall be presumed to be that of the applicant.

**Section 5.2 Submissions with Applications**

- (1) Minimum Requirements for Natural Persons. All individuals to be licensed in any capacity shall submit at a minimum:
- (a) a complete personal resume, on a form to be developed by the Tribal Gaming Commission;
  - (b) a statement whether the applicant is a member, or a Relative of a member, of the governing body of the Tribe, any other constitutional or statutory agency or body of the Tribe, or an employee of the Tribe;
  - (c) whether the individual has been convicted of any felony, gaming offense, or offense involving moral turpitude;
  - (d) all prior experience or contact with Indian gaming enterprises in any capacity, and the gaming industry generally, including specifically the name, address, and telephone number of any regulatory or licensing agency having jurisdiction over or records of such prior actions;
  - (e) any previous contact the applicant has had with persons involved in organized crime; and

- (f) a complete financial statement showing assets, liabilities, net worth, all debts owed and, including specifically, any financial agreements made relative to the Gaming Operation with any person.
- (2) Minimum Requirements for Business Entities. Each business entity seeking to be licensed in any capacity shall submit the following minimum information with its license application:
- (a) a complete statement as to the form of the organizational and governing documents and the name, address, and telephone number of the governmental authority having copies of such records on file or responsible for oversight of the organization;
  - (b) a complete certified copy of the entity's minute book(s), records relating to ownership, governance, and management of the entity, and a complete list of all owners of equity interests in the entity or other interests convertible to equity interests;
  - (c) the entity's federal tax identification number;
  - (d) the address and telephone number of all places which it has or does conduct its business, and the name, address, and telephone number of its service agent, if any;
  - (e) a statement as to whether any Primary Management Official or Key Employee of the business entity is a member, or Relative of a member, of the governing body of the Tribe, any other Constitutional or statutory agency or body of the Tribe, or a tribal employee;
  - (f) a statement as to whether the business entity, or any Primary Management Official or Key Employee of the organization, has been convicted of any felony, gaming offense, or offense involving moral turpitude;
  - (g) a statement setting forth all prior experiences or contact of the business entity, its Primary Management Officials and Key Employees with Indian gaming enterprises in any capacity, and the gaming industry generally, including specifically, the name, address, and telephone number of any regulatory or licensing agency having jurisdiction over or records of such prior activities;
  - (h) a statement describing any previous contact that the business entity, its Primary Management Officials and Key employees have had with persons involved with organized crime;
  - (i) a complete statement as to prior arrests, convictions, and civil suits, whether as plaintiff or defendant, involving the business entity, its Primary Management Officials and Key Employees, including the name of the Court, the style and number of the case, a description of the claims by each of the parties, and the outcome. Whenever possible, the final judgment, and any opinion, if available, of the Court should be attached to the application;
  - (j) a complete list of every other organization with which the business entity is affiliated, including without limitation, a parent, subsidiary, owner of equity interests sufficient to name one person to a managing entity, organizations with

which the applicant has at least one common director, officer, Primary Management Official, or Key Employee even though the individual's status may not be the same in both organizations; and

- (k) a description of the safeguards the organization has in place to prevent any person from becoming a Primary Management Official or Key Employee of said organization without first obtaining a license from the Tribal Gaming Commission.
- (3) Additional Information Required of a Management Contractor. The following additional information shall be submitted with an application for a Management Contractor license:
- (a) an organizational chart of the proposed management organization and job description of the employees of the proposed Gaming Operation. The chart shall identify which employees are or will be Primary Management Officials and the Key Employees of the Gaming Operation;
  - (b) a statement describing all other prior and current management contracts the Management Contractor has providing for the operation of any Indian or non-Indian gaming location and, if so, the description of the location and the name, address, and telephone number of the party with whom such contract was entered;
  - (c) a list of all jurisdictions in which the Management Contractor regularly conducts business or maintains an office or other place of business; and
  - (d) all other information required by 25 U.S.C. § 2711 and 25 C.F.R. § 537.1.
- (4) Gaming Facility License. Applications for a Gaming Facility license must contain at a minimum:
- (a) a complete legal description of the Gaming Site, including evidence that the Gaming Site is within the territorial jurisdiction of the Tribe and qualifies as Indian Land;
  - (b) a complete and accurate description of the Gaming Facility, including where possible, blueprints, drawings, floor plans, including square footage, utility services, waste services, parking plans, and photographs (or renderings for a facility to be constructed);
  - (c) evidence that the proposed Gaming Facility complies with national building and fire codes; and
  - (d) evidence that the proposed Gaming Facility is insurable against fire and other hazards, and that liability insurance may be obtained to protect the public from hazards which may exist in or around the proposed Gaming Facility.
- (5) Verification. Every application for a license shall be verified under oath of affirmation.

## Section 5.3 Notice Features

- (1) Privacy Act Notice. The following notice shall be placed on the application form of a 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 or civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the National Indian Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe being unable to hire you in a primary management official or key employee position.”

The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application”.

- (2) Existing Key Employees and Primary Management Officials, if any, shall be notified in writing that they shall either:
  - (a) complete a new application form that contains a Privacy Act notice; or
  - (b) sign a statement that contains the Privacy Act notice and consent to the routine uses described in that notice.
- (3) Notice of Consequences of False Statement. The following notice shall be placed on the application for a Key Employee or Primary Management 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 firing you after you begin work. Also you may be punished by fine or imprisonment. (U.S. Code, Title 18, Section 1001).”

The Tribal Gaming Commission shall notify existing Key Employees and Primary Management Officials, if any, that they shall either:

- (a) complete a new application form that contains a notice regarding false statements; or

(b) sign a statement that contains the notice regarding false statements.

#### **Section 5.4 Payment of Application Fee**

The Tribal Gaming Commission shall establish a license application fee schedule. The application fee must be paid to the Tribal Gaming Commission upon submission of a license application. The purpose of the application fee is to defray the direct and indirect costs to be incurred by the Tribal Gaming Commission in reviewing and evaluating license applications and management contracts, including without limitation, costs and expenses for conducting background investigations and employing independent third-party consultants, accountants, and legal counsel to assist in the license application review and evaluation process.

#### **Section 5.5 Description on Application**

An application for a gaming license shall include a description of the place, facility, or location on Tribal Lands where the applicant will operate a Gaming Operation or where the applicant will be employed.

#### **Section 5.6 Manner of Filing Instruments with Tribal Gaming Commission**

Any application, affidavit, return, report, fee, or other instrument, or payment required to be filed with, delivered to, or served upon the Tribal Gaming Commission by this Ordinance shall be deemed to be properly filed, delivered, or served, as the case may be, if it is filed, delivered or served upon the Chairman of the Tribal Gaming Commission at the Pawnee Tribal Reserve, or such Tribal employee at the Pawnee Tribal Reserve as the Tribal Gaming Commission shall designate in writing.

### **ARTICLE VI**

#### **BACKGROUND INVESTIGATIONS**

##### **Section 6.1 Required Background Investigations**

Upon receipt of any appointment, contract, or application of a Tribal Gaming Commissioner, Management Contractor, Key Tribal Gaming Commission Employee, or Primary Management Official or Key Employee of a Gaming Enterprise, the Tribal Gaming Commission shall conduct, or cause to be conducted, a background investigation of the above-referenced individual(s). The Tribal Gaming Commission shall keep confidential the identity of each person interviewed and the documents gathered or reviewed in the course of each background investigation.

##### **Section 6.2 Authority to Conduct Background Investigations**

The Tribal Gaming Commission shall have the authority to contract with private investigative agencies or individuals licensed under the laws of any state to conduct the

required background investigations. All such investigative agencies employed by the Tribal Gaming Commission shall have appropriate experience in investigative techniques in the subject matter of the specific area of inquiry for which they are retained. Any private investigative agency or individual retained by the Commission shall, except for communication with the Commission and authorized Commission Employees, keep confidential the identity of each person interviewed and the documents gathered or reviewed in the course of each background investigation.

### **Section 6.3 Fingerprinting**

The Tribal Gaming Commission shall obtain or cause to be obtained a current set of fingerprints on each person for whom background investigations are required, using forms supplied by the National Indian Gaming Commission, which shall be referred to the Federal Bureau of Investigation (FBI) Fingerprint Identification Division. The Tribal Gaming Commission shall refer applicants for fingerprinting to the Pawnee Nation Law Enforcement Department. The Pawnee Nation Law Enforcement Department will take fingerprints pursuant to 25 C.F.R. § 522.2(h) and forward the completed forms to the Tribal Gaming Commission.

### **Section 6.4 Investigative Procedures**

Minimum background investigative procedures, that are followed by the Tribal Gaming Commission's designated investigator, shall include the following:

- (1) Verify by written or oral communication the information submitted by applicant. Such application information will include all of the following:
  - (a) full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);
  - (b) currently, and for the previous five (5) years, the business and employment positions held, ownership interests in those businesses, business and residence addresses for previous five (5) years, and drivers license numbers;
  - (c) the names and current addresses of at least three (3) personal references, including one personal reference who was acquainted with the applicant during *each* period of residence listed under paragraph (b) of this Section;
  - (d) current business and residence telephone numbers;
  - (e) a description of any existing and previous business relationships with the Tribe and any other Indian Tribes, including ownership interests in those businesses;
  - (f) a description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
  - (g) the name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

- (h) for each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, the date, and disposition, if any;
  - (i) for each misdemeanor conviction or misdemeanor prosecution (excluding minor traffic violations) within ten (10) years of the date of the application, the name and address of the court involved, the date, and disposition;
  - (j) for each criminal charge (excluding minor traffic charges) whether or not there is a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to Paragraphs (h) or (i) of this Section, the criminal charge, the name and address of the court involved, the date, and disposition;
  - (k) the name and address of any licensing or regulatory agency with which the applicant has filed an application for an occupational license or permit, whether or not such license or permit was granted;
  - (l) a current photograph;
  - (m) fingerprints consistent with procedures adopted by the Tribal Gaming Commission according to 25 C.F.R. § 522.2(h), and
  - (n) any other information the Tribal Gaming Commission deems relevant.
- (2) Inquire into the applicant's prior activities, criminal record, if any, and reputation, habits and association; interview a sufficient number of knowledgeable people such as former and current employers, business associates, personal references, and others to whom referred in order to provide a basis for the Tribal Gaming Commission to make a finding concerning the eligibility for employment in a gaming operation.
  - (3) Inquire into state and local law enforcement agencies, business registration and licensing agencies, and taxing authorities for purposes of conducting inquiry and investigation of the truthfulness and accuracy of all information required for each applicant.
  - (4) Submit detailed written reports to the Tribal Gaming Commission disclosing the results of the background inquiry, designating areas of inquiry for which incomplete information exists following diligent efforts customary for the subject matter of the particular inquiry, and the disposition of all potential problem areas noted and disqualifying information obtained.

## **Section 6.5 Eligibility Determination**

- (1) Review. The Tribal Gaming Commission shall promptly review all investigative reports concerning an applicant at a meeting specifically called for such purpose and as the sole agenda item.
- (2) Criteria. The Tribal Gaming Commission shall ensure that any Person involved with the conduct of gaming activities is a person of good character, honesty, and integrity.

- (3) Findings. The Tribal Gaming Commission shall review the investigative reports covering a Person's prior activities, criminal records, if any, and business affairs, reputation, habits, and associations to make a finding concerning the eligibility of such person for employment in the Gaming Operation. If the Tribal Gaming Commission determines that employment of the person poses a threat to the public interest, or the Tribal interest, or to the effective regulation and control of Gaming, or creates or enhances the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of Gaming or the carrying on of related business and financial arrangements incidental to the conduct of gaming, a management contractor or the Gaming Operation shall not employ that person in a key employee or primary management official position.

### **Section 6.6 Procedures for Forwarding Applications and Background Investigation Reports to the National Indian Gaming Commission**

- (1) When any Tribal Gaming Commissioner, Key Tribal Gaming Commission Employee, Primary Management Official and Key Employee of the Gaming Enterprise begins work for the Tribal Gaming Commission or at a Gaming Operation authorized by this Ordinance, the Tribal Gaming Commission shall forward to the National Indian Gaming Commission a completed application for employment and conduct the background investigation and make the determination referred to in Section 6.5.
- (2) The Tribal Gaming Commission shall forward the report referred to in Section 6.5 to the National Indian Gaming Commission within sixty (60) days after a Commissioner or employee begins work or within sixty (60) days of the approval of this Ordinance by the Chairman of the National Indian Gaming Commission.
- (3) The Gaming Operation shall not employ as a Primary Management Official or Key Employee any person who does not have a license after ninety (90) days.

### **Section 6.7 Report to the National Indian Gaming Commission**

- (1) Investigative Report. Pursuant to the procedures set out in Section 6.6 of this Ordinance, the Tribal Gaming Commission shall prepare and forward to the National Indian Gaming Commission an investigative report on each background investigation. An investigative report shall include all of the following:
  - (a) steps taken in conducting the background investigation;
  - (b) results obtained;
  - (c) conclusions reached; and
  - (d) the basis for those conclusions.
- (2) Eligibility Findings. The Tribal Gaming Commission shall submit to the National Indian Gaming Commission the investigative report on the background investigation along with a copy of the eligibility determination made under Section 6.5, and shall

update such information at any time that changes occur in prior submissions so as to allow complete background investigations.

- (3) Notification of Non-Licensing Decision. If a license is not issued to an applicant, the Tribal Gaming Commission shall:
  - (a) notify the National Indian Gaming Commission; and
  - (b) forward copies of its eligibility determination and investigative report, if any, to the National Indian Gaming Commission for inclusion in the Indian Gaming Individual Records System.
- (4) Record Keeping. With respect to all licensed Primary Management Officials and Key Employees of the Gaming Enterprise, the Gaming Commission shall retain applications for employment and reports, if any, of background investigations for inspection by the Chairman of the National Indian Gaming Commission or his or her designee for no less than three (3) years from the date of termination of employment.

## **ARTICLE VII**

### **LICENSE ISSUANCE, RENEWAL, AND SUSPENSION**

#### **Section 7.1 General**

- (1) Notification to National Indian Gaming Commission. Whenever it appears to the Tribal Gaming Commission that a proposed license would be consistent with the Act, this Ordinance, and the public interest, it may issue the requested license after thirty (30) days notice of intent to issue the license to the National Indian Gaming Chairman, unless during the notice period, the Tribal Gaming Commission is directed by the National Indian Gaming Commission to delay issuance of the license for further investigation. It shall be a condition of the license that each applicant, or proponent thereof, notify the Tribal Gaming Commission in writing within three (3) business days of any event which would change any of the answers or information submitted with a license application.
- (2) Issuance of License. If, within a thirty (30) day period after the National Indian Gaming Commission notifies the Tribal Gaming Commission that it has no objection to the issuance of a license pursuant to a license application filed by a Primary Management Official or Key Employee of a Gaming Enterprise for whom the Tribal Gaming Commission has provided an application and investigative report to the National Indian Gaming Commission, the Tribal Gaming Commission may issue a license to such applicant.
- (3) Providing Additional Information. The Tribal Gaming Commission shall respond to a request for additional information from the Chairman of the National Indian Gaming Commission concerning a Primary Management Official or Key Employee of a Gaming Enterprise who is the subject of a report. Such a report shall suspend a thirty (30) day period under Section 7.1(1) until the National Indian Gaming Chairman receives the additional information.

- (4) Objections by National Indian Gaming Commission. If, within the thirty (30) day period described above, the National Indian Gaming Commission provides the Tribal Gaming Commission with a statement itemizing objections to the issuance of a license to a Primary Management Official or Key Employee of a Gaming Enterprise for whom the Tribal Gaming Commission has provided an application and investigative report to the National Indian Gaming Commission, the Tribal Gaming Commission shall reconsider the application taking into account the objections itemized by the National Indian Gaming Commission. The Tribal Gaming Commission shall make the final decision whether to issue a license to such applicant.
- (5) Ineligible Persons. The Tribal Gaming Commission may issue or renew a gaming license to an applicant who submits a proper and completed application and pays the appropriate annual fee, provided that no license shall be issued to or renewed for an applicant:
  - (a) who is a member of the Pawnee Business Council;
  - (b) who is not a person of good character, honesty, and integrity;
  - (c) has knowingly and willfully provided materially false statements or information to the Tribal Gaming Commission pursuant to the Act or this Ordinance, or has refused to respond to a subpoena issued pursuant to this Ordinance;
  - (d) who is not found by the Tribal Gaming Commission to be eligible for employment under the criteria of Section 6.3;
  - (e) who has had or who is business with or otherwise closely associated with anyone who has had a gaming license revoked for cause in any jurisdiction;
  - (f) who is delinquent in the payment of any obligation owed to the Tribe, the Tribal Gaming Commission pursuant to this Ordinance, any regulations that the Tribal Gaming Commission has or may adopt, or a Management Contract; or
  - (g) who has failed to comply with the Act, regulations of the National Indian Gaming Commission, this Ordinance, or any regulation that the Tribal Gaming Commission has or may adopt.

## **Section 7.2 Validity**

Each License shall be valid for a term of two (2) years commencing from the date the license is issued. Each renewed License for all gaming employees including management officials Subject to the provisions of the Pawnee Tribe of Oklahoma and State of Oklahoma Gaming Compact shall be licensed in accordance with Part 10 of the Compact.

## **Section 7.3 Assignment, Transfer, and Display of Gaming Licenses**

A gaming license may not be assigned or transferred and is valid only for use by the Person in which it is issued. A gaming license shall be conspicuously displayed at all times at the Gaming Facility for which it is issued.

#### **Section 7.4 No Class III Gaming License**

Until authorized by a Tribal-State Compact, no gaming license shall be issued for any Class III gaming.

#### **Section 7.5 License Suspension**

- (1) Grounds for Revocation. If, after the issuance of a gaming license, the Tribal Gaming Commission receives from the National Indian Gaming Commission, or any other source, reliable information indicating that a Primary Management Official or Key Employee of a Gaming Enterprise is not eligible for employment, the Tribal Gaming Commission shall suspend such license and shall notify in writing the licensee of the suspension and the proposed revocation.
- (2) Notice and Hearing. The Tribal Gaming Commission shall notify the licensee of a time and place for a hearing on the proposed revocation of a license.
- (3) Notification to National Indian Gaming Commission. After a revocation hearing, the Tribal Gaming Commission shall decide to revoke or to reinstate a gaming license. The Tribal Gaming Commission shall notify the National Indian Gaming Commission of its decision.

#### **Section 7.6 License Renewals**

- (1) Procedure. Every license shall be renewable upon request in such form as the Tribal Gaming Commission shall, by regulation, determine, provided that the renewal request shall specifically identify any changes in the renewal applicant's original license application or renewal license application, as the case may be, since the issuance of the license being renewed.
- (2) Renewal Fee. The renewal applicant shall pay a license renewal fee established by the Tribal Gaming Commission.
- (3) Expiration. Each renewed gaming license shall be valid for a term of (2) year commencing from the date the license renewal is issued.

#### **Section 7.7 No Property Rights in Licenses**

No applicant for or holder of a license shall be deemed to have acquired any property right in any license required hereunder for gaming operations. All such licenses are intended solely for purposes of the Tribe exercising its required regulation of Gaming activities. The decision to issue, refuse to issue, suspend, or revoke a license is solely a matter of the exercise of the Tribe's regulatory authority and within the discretion of the Tribal Gaming Commission, subject to the applicable notice and hearing provisions specifically provided for herein.

## **ARTICLE VIII TRIBAL GAMING**

### **Section 8.1 Use of Net Revenue**

- (1) Purpose. *Net Revenue from* any Tribal Gaming Operation(s) shall *only* be used for the following purposes:
  - (a) To fund Tribal government operations and/or programs;
  - (b) To provide for the general welfare of the Tribe and its members;
  - (c) To promote Tribal economic development;
  - (d) To donate to charitable organizations;
  - (e) To help fund operations of local Tribal agencies.
- (2) Per Capita Payments. No per capita payment of such Revenues may be made. If the Pawnee Business Council subsequently elects to make per capita payments, it shall authorize such payments only upon approval of a gaming revenue allocation plan submitted to the Secretary of the United States Department of Interior pursuant to 25 U.S.C. § 2710(b)(3).

### **Section 8.2 Regulations of Tribal Subdivision**

Including those gaming operations managed through Management Contractors, each separate Tribal Gaming Operation shall be regulated by the Tribal Gaming Commission as provided for and to the extent of this Ordinance and any regulations hereinafter adopted, the Act, and regulations of the National Indian Gaming Commission. All Gaming Operations shall be subordinate agencies of the Tribe.

### **Section 8.3 Duties of the Designated Business Entity**

It shall be the duty of the Designated Business Entity, approved by Business Council, to manage and conduct all Class II and Class III Games of a Tribal Gaming Operation in a fiduciary capacity to maximize the Revenues of said operation, to cause to be prepared and submitted to the Pawnee Business Council such reports as may be required by law, to account for all monies and property entrusted to the Tribal Gaming Operation, to collect and pay over all taxes due the Tribe and all assessments due the National Indian Gaming Commission and the Tribal Gaming Commission, and to perform any other duties as may be required by law.

### **Section 8.4 Location of Gaming Sessions**

All games and sessions of Class II and Class III Gaming conducted by a Tribal Gaming Operation shall be conducted at a Gaming Facility approved by the Tribal Gaming Commission within the territorial jurisdiction of the Tribe for that Gaming Operation.

### **Section 8.5 Report of Winners**

The Gaming Manager shall file with the Tribal Gaming Commission a list of each winner and winners of any Class II and Class III Game to comply with 25 U.S.C. 2719 (d). The list shall be itemized by session and game and shall include the name of the winner, the address of the winner, the social security number of the winner, dollar amount won or the amount of fair market value of prize won, and the method of identification of the winner prior to issuing payment or the prize to the winner.

### **Section 8.6 Report of Receipts and Disbursements**

The Gaming Manager shall file with the Tribal Gaming Commission a verified report of all receipts and disbursements of all funds related to said Class II and Class III Games or sessions. Such reports shall also contain an itemized list of all disbursements including, but not limited to, Operating Costs, Equipment Costs, Facility Costs, materials, supplies, equipment furnished, and prizes paid. The required reports shall be submitted on a frequency established pursuant to regulations adopted from time to time by the Tribal Gaming Commission.

### **Section 8.6 Verification of Report**

The Designated Business Entity shall verify the accuracy of each report submitted to the Tribal Gaming Commission.

### **Section 8.7 No Tribal Liability**

Neither the Tribe nor its officers, agents, or agencies, shall be responsible for the debts or liabilities of any Gaming Operation, it being the intent that each Gaming Operation shall be a corporate entity solely responsible (with its Management Contractor when provided for by contract) for its own debts, torts, and other liabilities, and subject to suit in its own name to the extent explicitly provided for by this Ordinance. No provision of this Ordinance or regulations promulgated pursuant thereto constitutes a waiver of the Tribe's sovereign immunity from suit, except as expressly provided otherwise herein.

## **ARTICLE IX NON-PROFIT GAMING**

### **Section 9.1 License of Certain Non-Profit Organizations**

The Tribal Gaming Commission shall be authorized to issue a license to conduct bingo games to any organization that is a bona fide religious, charitable, labor, fraternal, educational, or other non-profit which qualifies as a 501(c) tax exempt organization and provided that such organization has been in existence for not less than two (2) years prior to making application for license, if no part of the receipts derived from such activity, except actual expenses incurred in the conduct thereof, is to insure of any

individual member or employee of the organization, except as compensation for actual expenses incurred by such person in the conduct of such activity.

## **Section 9.2 Licensing Procedure**

The Tribal Gaming Commission shall adopt regulations governing the application and licensing procedures for non-profit bingo to be conducted within Tribal jurisdiction. The application form shall be prescribed by the Tribal Gaming Commission. The Tribal Gaming Commission shall establish a schedule of appropriate license fees and any exemptions from payment of such fees for such activities and operations and specific reporting requirements.

# **ARTICLE X RECORDS AND REPORTS**

## **Section 10.1 Record Retention and Maintenance**

- (1) Scope. Each Gaming Operation shall keep and maintain sufficient books and records to substantiate the Gross Gaming Receipts, Operating Costs, and uses of revenues relating to the conduct of Gaming Operations authorized under a license. Included in the records of the activity shall be session summary sheets, operational budgets and projections, and tour/bus attendance and compensation.
- (2) Duty to Account. No Management Contractor shall fail to account fully for all moneys received or collected in connection with Gaming Operations.

## **Section 10.2 Statement of Gross Gaming Receipts and Net Revenues**

- (1) No later than the fifteenth (15th) day of each month, each Gaming Operation shall provide, in a report form prescribed by the Tribal Gaming Commission, a statement of Gross Gaming Receipts, Operating and net Revenues received or collected at each Gaming Facility during the immediately preceding period.
- (2) Consistent with reasonable gaming industry business practices, the Gross Gaming Receipts derived from operations of tribally-owned and licensed Gaming Operation(s) may be expended and disbursed by a Management Contractor as specifically outlined in a Management Contract.

## **Section 10.3 Falsification of Books and Records**

No licensee shall falsify any books or records relating to any transaction connected with the conduct of Gaming Operations authorized under this Ordinance.

## **Section 10.4 Inspection by Tribal Gaming Commission**

- (1) General Requirement. All books and records of each Gaming Operation relating to licensed gaming activities shall be subject to inspection, examination, photocopy, and auditing by the Tribal Gaming Commission or a person designated by the Tribal Gaming Commission at any time during reasonable hours.
- (2) Assured Access. In compliance with 25 C.F.R. § 571.5 or §571.6 or of a Tribal Ordinance or resolution approved by the Chairman of the National Indian Gaming Commission, a Gaming Operation shall not refuse to allow an authorized representative of the National Indian Gaming Commission or an authorized Tribal Gaming Commission official to enter or inspect a Gaming Operation.

## **Section 10.5 Insurance Policies**

A copy of the required insurance policies covering each Gaming Operation or any part thereof shall be filed with the Tribal Gaming Commission.

# **ARTICLE XI VIOLATIONS**

## **Section 11.1 General**

Each Gaming Facility licensed under this Ordinance shall be constructed, maintained, and operated in a manner which adequately protects the environment and the public health and safety.

## **Section 11.2 Gaming License**

No person shall operate or conduct any Gaming activity in a Gaming Operation within Tribal Lands without a gaming license issued by the Tribal Gaming Commission, as required by this Ordinance. Failure to have a gaming license will not be a valid defense.

## **Section 11.3 Falsifying Information**

No licensee or license applicant shall provide false information in connection with any document or proceeding required or provided for under this Ordinance.

## **Section 11.4 Age Limit**

No person under the age of eighteen (18) years shall be permitted to participate in any Gaming activity or any person under the age of twenty-one (21) if alcoholic beverages are served.

### **Section 11.5 Cheating**

No person shall engage in any form of Cheating in any Gaming activity.

### **Section 11.6 Possession of a Firearm**

No Person, other than a law enforcement officer or security personnel licensed to carry a firearm, may enter or remain in a Gaming Facility licensed under this Ordinance while in the possession of a firearm or other weapon.

### **Section 11.7 Violation of any Provision, Rule, Regulation, or Order**

No person shall violate any provision of this Ordinance, nor any rule, regulation or order that the Tribal Gaming Commission may adopt or issue, nor any provision of the Act, or regulation adopted by the Tribal Gaming Commission.

### **Section 11.8 Accomplice Liability for Violations**

Any Person who knowingly and with a common intent aids or assists a Person who violates any provision of this Ordinance shall be deemed to be in violation of this Ordinance to the same extent as the violator.

### **Section 11.9 Management Contractor Compliance with Ordinance**

Each Management Contractor shall comply with the applicable provisions of this Ordinance. Each Management Contractor is also responsible for ensuring that all Primary Management Officials and Key Employees assisting in Gaming Operations comply with this Ordinance. A violation by any such officials or employees shall be deemed a violation by the Management Contractor and shall subject the Management Contractor to a civil enforcement action.

### **Section 11.10 Fraudulent Scheme of Technique**

No Person, playing in or conducting any gaming activity authorized under this Ordinance, shall:

- (1) use bogus or counterfeit cards or chips, or substitutes, or of use any game cards, tickets or coupons that have been tampered with;
- (2) employ or have on one's person any cheating device to facilitate cheating in any gaming activity;

- (3) use of any fraudulent scheme or technique, including when an operator or player of gaming tickets directly or indirectly solicits, provides, or receives inside information of the status of a game for the benefit of either Person; or
- (4) knowingly cause, aid, abet, or conspire with another Person or cause any Person to violate any provision of this Ordinance or any rule adopted under this Ordinance.

## **ARTICLE XII**

### **CIVIL ENFORCEMENT**

#### **Section 12.1 Action to be Taken**

The Tribal Gaming Commission may take any one or a combination of the following actions with respect to any Person who violates any provision of this Ordinance:

- (1) Impose a civil fine not to exceed the maximum amount allowed by the National Indian Gaming Commission for each day any violation continues;
- (2) Suspend or revoke any gaming license issued by the Tribal Gaming Commission; or
- (3) Bring an action in Tribal Court for imposition of one or more of the following sanctions:
  - (a) Suspension or termination of the license and further conduct of Gaming Operations or other activities;
  - (b) Seizure of any gaming apparatus, proceeds, or other property of a licensee or property connected with the Gaming Operations engaged in by the licensee;
  - (c) Exclusion of such persons from Gaming Facilities;
  - (d) Collection of any unpaid fees together with interest at the rate of one percent (1%) per month;
  - (e) Execution on any non-exempt property of a violator located within the exterior boundaries of the Tribal Lands; or
  - (f) A penalty of fifty dollars (\$50.00) per day for failure to file any report when due and five hundred dollars (\$500.00) per day for failure to file such report after notice and demand for payment.

#### **Section 12.2 Jurisdiction**

The Tribal Court shall have jurisdiction over any civil action brought by the Tribal Gaming Commission under this Ordinance, and also shall have the authority to impose any and all sanctions imposed by the Tribal Gaming Commission pursuant to this Ordinance.

### **Section 12.3 Notification**

Before taking any enforcement action authorized in this Section, the Tribal Gaming Commission shall use its best efforts to notify the alleged violator, in person or by letter, delivered to the alleged violator's last known address, of the charges against the alleged violator, and allow the alleged violator an opportunity for a prompt hearing. If the alleged violator fails to respond, or cannot be found, the Tribal Gaming Commission may proceed with a hearing notwithstanding, and take such action as it deems appropriate or take action prior to hearing if gaming operation is jeopardized.

### **Section 12.4 Acknowledgement**

Every Person which applies for a gaming license and accepts such license thereby acknowledges the civil enforcement jurisdiction and authority of the Tribal Gaming Commission and a court of competent jurisdiction under this Ordinance to order an execution of the Person's non-exempt property, the suspension or termination of the Person's further conduct of gaming activities, and the seizure of the Person's Gaming Equipment or proceeds of other property, upon a proper finding of the Tribal Gaming Commission or the Court that the Person has violated a provision of the Act, regulations of the Commission, this Ordinance, or regulations promulgated by the Tribal Gaming Commission, despite lack of actual notice, provided that the Tribal Gaming Commission has used its best efforts to notify the Person, in person, or by letter delivered to the Person's last known address.

## **ARTICLE XIII**

### **HEARINGS AND APPEALS**

#### **Section 13.1 Petition for Payment of Penalty**

Any licensee paying a penalty for late filing or failing to file a report for which there is an acceptable excuse may petition the Tribal Gaming Commission for a credit. The petition shall be filed within thirty (30) days after the petitioner knew or should have known that payment was excusable, but not more than six (6) months after payment in any case.

#### **Section 13.2 Petition for Hearing and Reconsideration**

Any person or entity aggrieved by a decision made or action taken by the Tribal Gaming Commission without notice and opportunity for hearing, may petition the Tribal Gaming Commission for a hearing and reconsideration. The petition shall be filed within thirty (30) days after receipt of the petition, and may, upon establishing that it has jurisdiction and finds good cause, affirm, modify, reverse and/or vacate the Tribal Gaming Commission's order.

## **ARTICLE XIV**

## **APPLICABLE LAW**

### **Section 14.1 Controversies Involving Contract**

All controversies involving contracts relating to Gaming entered into under the authority of the Tribe on Tribal Lands shall be resolved in the Pawnee Tribal Court, as appropriate, and in accordance with:

- (1) The Act;
- (2) Regulations promulgated by the National Indian Gaming Commission;
- (3) This Ordinance;
- (4) Tribal laws, ordinances, regulations, and resolutions;
- (5) Pawnee Tribal Court decisions; and

In the event that no Federal or Tribal law, ordinance, regulation, resolution, court precedent exists to address any particular case or controversy, then disputes shall be resolved by looking first to the laws and court decisions of other Indian tribes, and thereafter to the law of the State of Oklahoma. No provision of this Ordinance or regulations promulgated pursuant thereto constitutes a waiver of the Tribe's sovereign immunity from suit, except as expressly provided otherwise herein.

## **ARTICLE XV**

### **SERVICE OF PROCESS**

#### **Section 15.1 Tribal Gaming Commission Service Agent**

The Chairman of the Tribal Gaming Commission is hereby designated as the agent for service of any official determination, order, or notice of violation. Specific confirmation of this designation shall be communicated to the National Indian Gaming Commission.

#### **Section 15.2 Management Service Agent**

Each Management Contractor shall designate, by written notification to the Tribal Gaming Commission and the National Indian Gaming Commission, an agent for service of any official determination, order, or notice of violation.

## **ARTICLE XVI**

### **SAVINGS PROVISION**

#### **Section 16.1 Invalidity**

If any provision of this Ordinance or the application thereof to any Person or circumstances is held invalid, the invalidity shall not affect other provisions or

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

## **ARTICLE XVII**

### **DISPUTES BETWEEN MANAGER AND PATRONS**

#### **Section 17.1 Improper Conduct by Customers**

- (1) Notice. Notice of warning regarding the improper conduct set out in gaming rules established and enforced by the Gaming Operation shall be posted at the entrance of the Gaming Facility and/or given to patrons upon entering the premises.
- (2) Types of Improper Conduct. The following improper conduct shall result in ejection of a Patron from any Gaming Facility and the Pawnee Tribal Reserve:
  - (a) Cheating;
  - (b) Possession of weapons in the Gaming Facility;
  - (c) Illegal possession of alcohol in the Gaming Facility;
  - (d) Illegal possession of a controlled substance in the Gaming Facility;
  - (e) Disorderly conduct, including the willful or wanton disregard for the rights of others, and any other act which is disruptive to the Gaming Operation and other Patrons.
- (3) Submission of Proof of Age. Failure by a Patron to provide proof of age when requested by Gaming Operation personnel shall result in ejection of the Patron from the Gaming Facility.
- (4) Ejection
  - (a) Ejection of a Patron shall be accomplished by security personnel, upon request of management personnel of the Gaming Facility
  - (b) Ejection of a Patron for any reasons so stated in of subsections (2) and (3) of this Section 17.1 shall result in the gaming activity entry or admission fee not being refunded.

#### **Section 17.2 Resolving Disputes Between Patrons and Tribe or Management Officials**

A designated representative of management shall be present at all times to resolve complaints by Patrons involving the Gaming Operation. Disputes between Patrons and Gaming Management shall be resolved in the following manner:

- (1) If Management is unable to resolve any dispute, the matter may, upon request of the complaining Patron, be referred to the Tribal Gaming Commission for resolution in a regular or special meeting.
- (2) If the dispute is not settled after a decision has been rendered by the Tribal Gaming Commission, then the parties may file for a hearing in Tribal Court.

**ARTICLE XVIII  
AMENDMENT OF ORDINANCE**

**Section 18.1 Amendment by Majority Vote**

This Ordinance may be amended by majority vote of the Pawnee Business Council. Within fifteen (15) days after adoption, the Pawnee Business Council shall submit any amendment to for the Chairman of the National Indian Gaming Commission for approval.

**ARTICLE XIX  
EFFECTIVE DATE/REPEAL**

**Section 19.1 Effective Date and Repeal of Prior Ordinances**

This Ordinance shall be effective upon approval of the Chairman of the National Indian Gaming Commission. Once effective, this Ordinance shall serve to repeal all previous gaming ordinances of the Tribe.