



February 5, 2001

Chairperson gaiashkibos
Lac Court Orielles Tribal Office
13394 West Trepania Road
Hayward, WI 54843

Chairperson Buffalo-Reyes
Red Cliff Tribal Administration Building
Highway 13 North
P.O. Box 529
Bayfield, WI 54814

Chairperson Sandra Rachal
Sokaogaon Tribal Office
3086 State Highway 55
Crandon, WI 54520

Dear Chairpersons:

This letter is in response to your request for the National Indian Gaming Commission (NIGC) to review and approve the Chippewa Meadows Gaming Ordinance submitted by the Sokaogon Chippewa Community, the Lac Court Orielles Band of Lake Superior Chippewa Indians, and the Red Cliff Band of Lake Superior Chippewa Indians received by us on November 8, 2000. This letter constitutes approval of the ordinance under the Indian Gaming Regulatory Act (IGRA) contingent upon the placement of "the property" described in Section 100.04(33) of the ordinance into trust status.

Under the IGRA, gaming may only be conducted on "Indian lands," as defined at 25 C.F.R. § 502.12. Section 100.04(33) of the Chippewa Meadow Gaming Ordinance defines "the property" as being held in trust by the United States for the benefit of the Tribes. We understand that the Tribes initiated the process of placement of the property into trust status but that the process is not yet complete. Until such time that the property is considered "Indian lands", the ordinance shall be deemed deficient. Once the property is considered "Indian lands", the ordinance will be considered approved by the NIGC.

With approval of this gaming ordinance, the Chippewa Meadows Inter-Tribal Gaming Commission is now required to conduct background investigations on its key employees and primary management officials. The NIGC expects to receive a completed application



RESOLUTION

RESOLUTION NO. 10-02-00-K

A RESOLUTION PERTAINING TO CHIPPEWA MEADOWS GAMING ORDINANCE

WHEREAS: The Red Cliff Band of Lake Superior Chippewa Indians ("Tribe") is a federally recognized American Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934, 25 U.S.C. sec. 462, et seq.; and

WHEREAS: The Red Cliff Tribal Council is the governing body of the Red Cliff Band of Lake Superior Chippewas; and

WHEREAS: The Tribal Council is authorized by Red Cliff Constitution Article VI, sec. 1 (p) to promulgate ordinances governing the conduct of persons subject to tribal jurisdiction; and

WHEREAS: The Red Cliff Tribal Council is joining with the Lac Courte Oreilles Band, acting through the Lac Courte Oreilles Tribal Governing Board, and the Sokaogon Band acting through its Tribal Council to jointly acquire the St. Croix Meadows property and to jointly develop the same as a Class III gaming facility; and,

WHEREAS: the Red Cliff Tribal Council, with the concurrence of the Lac Courte Oreilles Tribal Governing Board and the Sokaogon Tribal Council desire to provide for joint governance of all gaming to be conducted at Chippewa Meadows in order to be able to effectively oversee operations and regulate gaming activities at Chippewa Meadows; and

WHEREAS: The Indian Gaming Regulatory Act (IGRA), 25 U.S.C. sec. 2701 et seq. (1988) and regulations promulgated thereto

provide for certain criteria that must be incorporated into Tribal Gaming Ordinances; and

WHEREAS: The Red Cliff Tribal Council has reviewed the proposed Chippewa Meadows Gaming Ordinance and finds said Ordinance adequately incorporates all legal requirements into tribal law, and properly provides for the three participating Tribes to coordinate their regulatory efforts;

NOW THEREFORE BE IT RESOLVED: The Red Cliff Tribal Council hereby adopts the attached Chippewa Meadows Gaming Ordinance which shall govern the conduct of all gaming operations at Chippewa Meadows; and

BE IT FURTHER RESOLVED: That the Tribe shall participate in the Chippewa Meadows Gaming Commission, and that the Tribal Council shall make appointments thereto, as provided in the Chippewa Meadows Gaming Ordinance; and

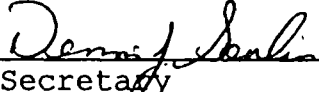
BE IT FURTHER RESOLVED: That the provisions of this code shall become effective immediately, and Tribal officers are authorized and directed to submit the Chippewa Meadows Gaming Ordinance to the National Indian Gaming Commission (NIGC) with the request that it be reviewed pursuant to 25 U.S.C. sec. 2712 and 25 C.F.R. part 522, and other applicable authority, and that NIGC approve said Ordinance; and

BE IT FURTHER RESOLVED: That the Tribal Attorney is authorized to effect changes in the Chippewa Meadows Gaming Ordinance prior to final approval by the NIGC without the need for formal approval by this Tribal Council, provided said changes are based upon comments received either from the NIGC or the United States Department of Interior and said changes are necessary to meet the stated concerns of either the NIGC or Department of Interior and are not substantive in nature.

CERTIFICATION

I, the undersigned Secretary of the Red Cliff Tribal Council of Red Cliff Band of Lake Superior Chippewas, a federally recognized Indian tribe, hereby certify that the Tribal Council is composed of 9 members, of whom 9, constituting a quorum, were present at a meeting therefore duly called, noticed, and convened, held on the 2nd day of October, 2000; and

that the foregoing resolution was adopted at said meeting by an affirmative vote of 7 members and that said resolution has not been rescinded or amended in any way.


Secretary
Red Cliff Tribal Council



CHIEF
WILLARD L. ACKLEY

SOKAOGON CHIPPEWA COMMUNITY

MOLE LAKE BAND
3086 STATE HIGHWAY 55
CRANDON, WISCONSIN 54520-8878
(715) 478-7500

RESOLUTION NO. 10 | 31 A / 00

CHIPPEWA MEADOWS GAMING ORDINANCE

WHEREAS, the Sokaogon Chippewa Community (Mole Lake Band of Lake Superior Chippewa Indians) ("the Tribe") is federally recognized Indian Tribe, organized under a Constitution adopted August 25, 1938, and approved on November 9, 1938, pursuant to Section 16 of the Indian Reorganization Act; and

WHEREAS, the Sokaogon Chippewa Tribal Council is the governing body of the Tribe pursuant to its Constitution; and

WHEREAS, in 1993, the Tribe, together with the Red Cliff Band of Lake Superior Chippewa Indians ("Red Cliff") and the Lac Courte Oreilles Band of Lake Superior Chippewa Indians ("LCO") (collectively sometimes hereinafter "Participating Tribes"), initiated an economic development program to purchase the existing and operating parimutuel Greyhound racetrack in Hudson Wisconsin, known as "St. Croix Meadows" ("the Property") and thereafter place the lands into Trust status for the Participating Tribes for the purpose of developing an economic development project which would expand service on such lands to include a casino, to be operated by the Participating Tribes in accordance with the Indian Gaming Regulatory Act, 18 U.S.C. §1866-1868 and 25 U.S.C. §2701-2721 (1988); and

WHEREAS, the Participating Tribes have determined that said facility shall be termed Chippewa Meadows Gaming and Racing; and

WHEREAS, the Sokaogon Chippewa Tribal Council, with the concurrence of the Lac Courte Oreilles Tribal Governing Board and the Red Cliff Tribal Council, desire to provide for joint governance of all gaming to be conducted at Chippewa Meadows in order to be able to effectively oversee operations; and

WHEREAS, the Indian Gaming Regulatory Act, 18 U.S.C. §1866-1868 and 25 U.S.C. §2701-2721 (1988); and regulations promulgated thereto, provide for certain criteria that must be incorporated into Tribal Gaming Ordinances; and

WHEREAS, it is prudent for the Participating Tribes to amend the Chippewa Meadows Gaming Ordinance as previously enacted; and

WHEREAS, on March 9, 2000 via Tribal Council Resolution 03-09C-2000, the Tribal Council approved and enacted the Chippewa Meadows Gaming Ordinance; and

WHEREAS, the Sokaogon Chippewa Tribal Council has reviewed the newly proposed Chippewa Meadows Gaming Ordinance and finds said Ordinance to adequately incorporate legal requirements, and to properly provide for the three Participating Tribes to coordinate their regulatory efforts.

NOW THEREFORE, BE IT RESOLVED that the Sokaogon Chippewa Tribal Council does hereby rescind and repeal as of the date hereof Resolution No. 03-09C-2000, dated March 9, 2000, which formerly approved an earlier version of the Chippewa Meadows Gaming Ordinance.

BE IT FURTHER RESOLVED that the Sokaogon Chippewa Tribal Council does hereby rescind and repeal as of the date hereof the Chippewa Meadows Casino Gaming Ordinance, as previously enacted by Tribal Council Resolution No. 03-09C-2000, dated March 29, 2000, which is to be replaced in its entirety by the revised Chippewa Meadows Gaming Ordinance containing certain revised provisions.

BE IT FURTHER RESOLVED that the Sokaogon Chippewa Tribal Council does hereby approve the revised Chippewa Meadows Gaming Ordinance which shall govern the conduct of all gaming operations at Chippewa Meadows.

BE IT FURTHER RESOLVED that the Tribe shall participate in the Chippewa Meadows Gaming Commission, and that the Tribal Council shall make appointments thereto, as provided in the Chippewa Meadows Gaming Ordinance;

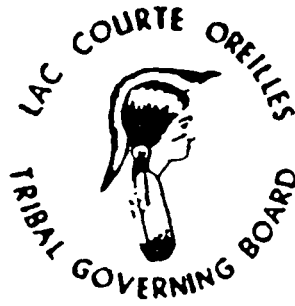
BE IT FURTHER RESOLVED that Tribal officers are authorized and directed to submit the Chippewa Meadows Gaming Ordinance to the National Indian Gaming Commission, ("NIGC") with the request that it be reviewed pursuant to 25 U.S.C. § 2712 and 25 C.F.R. part 522, and other applicable authority, and that NIGC approve said Ordinance.

CERTIFICATION

I, the undersigned, as Tribal Secretary of the Sokaogon Chippewa Tribal Council, do hereby certify that the Tribal Council composed of six (6) members, of whom 4 were present, therefore constituting a quorum, at a meeting duly called, and convened on the 31st day of October, 2000, and that the foregoing Resolution was passed by an affirmative vote of 4 for, and 0 members against and 0 members abstaining, 2 members absent.

Tina L. Van Zile

Tina L. Van Zile
Tribal Secretary



Pride Of The Ojibwa
13394 W Trepania Road
Hayward • Wisconsin • 54843
PHONE (715) 634-8934 • FAX (715) 634-4797

RESOLUTION NO. 00-93

Chippewa Meadows Gaming Ordinance

- WHEREAS,** the Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin ("Tribe") is a federally recognized American Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934, 25 U.S.C. § 462, et. seq; and
- WHEREAS,** the Lac Courte Oreilles Tribal Governing Board is the governing body of the Tribe pursuant to the Lac Courte Oreilles Constitution, Article III; and
- WHEREAS,** Article V, Section 1 (h) of the Lac Courte Oreilles Constitution provides that the Tribal Governing Board may "engage in any business that will further the social or economic well-being of members of the Band or undertake any programs or projects designed for the economic advancement of the people"; and
- WHEREAS,** the Lac Courte Oreilles Tribal Governing Board is empowered by Article V, Section 1 (c), to enter, negotiate, make and perform contracts and agreements of every description not inconsistent with law or with any provisions of this constitution with any person, association, or corporation; and
- WHEREAS,** the Lac Courte Oreilles Tribal Governing Board is empowered by Article V, Section 1 (f), to purchase lands or otherwise acquire lands or interest in lands within or without the reservation; and
- WHEREAS,** in 1993, the Tribe, together with the Sokaogon Chippewa Community (Mole Lake Band of Lake Superior Chippewa Indians) ("Sokaogon") and the Red Cliff Band of Lake Superior Chippewa Indians ("Red Cliff"), (collectively sometimes

hereinafter "Participating Tribes") initiated an economic development program to purchase the existing and operating parimutuel Greyhound racetrack in Hudson Wisconsin, known as "St. Croix Meadows" ("the Property") and thereafter place the lands into Trust status for the Participating Tribes for the purpose of developing an economic development project which would expand service on such lands to include a casino, to be operated by the Participating Tribes in accordance with the Indian Gaming Regulatory Act, 18 U.S.C. §1866-1868 and 25 U.S.C. §2701-2721 (1988); and

WHEREAS, the Participating Tribes have determined that said facility shall be termed Chippewa Meadows Gaming and Racing; and

WHEREAS, the Lac Courte Oreilles Tribal Governing Board, with the concurrence of the Red Cliff Tribal Council, and the Sokaogon Tribal Council, desire to provide for joint governance of all gaming to be conducted at Chippewa Meadows in order to be able to effectively oversee operations; and

WHEREAS, the Indian Gaming Regulatory Act, 18 U.S.C. §1866-1868 and 25 U.S.C. §2701-2721 (1988); and regulations promulgated thereto, provide for certain criteria that must be incorporated into Tribal Gaming Ordinances; and

WHEREAS, it is prudent for the Participating Tribes to amend the Chippewa Meadows Gaming Ordinance as previously enacted; and

WHEREAS, on March 9, 2000 via Tribal Governing Board Resolution, the Tribal Governing Board approved and enacted the Chippewa Meadows Gaming Ordinance; and

WHEREAS, the Lac Courte Oreilles Tribal Governing Board has reviewed the newly proposed Chippewa Meadows Gaming Ordinance and finds said Ordinance to adequately incorporate legal requirements, and to properly provide for the three Participating Tribes to coordinate their regulatory efforts.

NOW THEREFORE, BE IT RESOLVED that the Lac Courte Oreilles Tribal Governing Board does hereby rescind and repeal as of the date hereof Resolution No. 00-21, dated March 9, 2000, which formerly approved an earlier version of the Chippewa Meadows Gaming Ordinance.

BE IT FURTHER RESOLVED that the Lac Courte Oreilles Tribal Governing Board does hereby rescind and repeal as of the date hereof the Chippewa Meadows Casino Gaming Ordinance, as previously enacted by Tribal Governing Board Resolution No. 00-21, dated March 29, 2000, which is to be replaced in its entirety by the revised Chippewa Meadows Gaming Ordinance containing certain revised provisions.

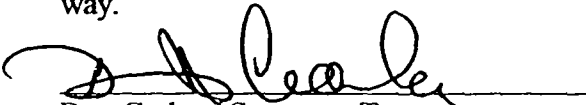
BE IT FURTHER RESOLVED, that the Lac Courte Oreilles Tribal Governing Board does hereby approve the revised Chippewa Meadows Gaming Ordinance which shall govern the conduct of all gaming operations at Chippewa Meadows;

BE IT FURTHER RESOLVED, that the Tribe shall participate in the Chippewa Meadows Gaming Commission, and that the Tribal Governing Board shall make appointments thereto, as provided in the Chippewa Meadows Gaming Ordinance;

BE IT FURTHER RESOLVED, that Tribal officers are authorized and directed to submit the Chippewa Meadows Gaming Ordinance to the National Indian Gaming Commission, (NIGC) with the request that it be reviewed pursuant to 25 U.S.C. § 2712 and 25 C.F.R. part 522, and other applicable authority, and that NIGC approve said Ordinance.

CERTIFICATION

I, the undersigned, as Secretary Treasurer of the Lac Courte Oreilles Tribal Governing Board, hereby certify that the Tribal Governing Board is composed of seven (7) members, of whom 5 being present, constituted a quorum at a meeting thereof, duly called, convened, and held on this 30th day of October, 2000, that the foregoing Resolution was duly adopted at said meeting by an affirmative vote of 4 members, 0 against, 0 abstaining, and that said Resolution has not been rescinded or amended in any way.


Don Carley / Secretary Treasurer
Lac Courte Oreilles Tribal Governing Board

NOV - 8 2000

CHIPPEWA MEADOWS GAMING ORDINANCE

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**CHIPPEWA MEADOWS
GAMING ORDINANCE**

PREAMBLE

This Ordinance is jointly promulgated by the Sokaogon Chippewa Community (Mole Lake Band of Lake Superior Chippewa Indians) (hereinafter "Sokaogon"), the Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin (hereinafter "Lac Courte Oreilles") and the Red Cliff Band of Lake Superior Chippewa Indians (hereinafter "Red Cliff") pursuant to their respective sovereign authority in order to provide for joint governance of all gaming conducted at the Facility (as hereinafter defined).

The adoption of this ordinance, by each of the Tribes, is an example of the cooperative effort that has resulted in the formation of this enterprise. By each of the Tribes adopting the same gaming ordinance and regulations to govern their jointly held property in Hudson, Wisconsin, the Tribes are able to effectively oversee the operations of this racing and gaming facility.

100.00 TITLE

This ordinance shall be known as the CHIPPEWA MEADOWS GAMING ORDINANCE ("Ordinance"), superseding any preceding gaming ordinances and regulations with respect to the Property (as hereinafter defined).

**SECTION I
GAMING ORDINANCE**

100.01 PURPOSE AND GENERAL PROVISIONS

- (1) To regulate all Class III gaming activity conducted on the Property by Chippewa Meadows Gaming & Racing ("Chippewa Meadows") to provide assurance of fair play and a well-managed facility to both consumer and beneficiaries alike.

- (2) To provide a statutory basis for the operation of gaming on the Property as a means of promoting tribal economic development, self-sufficiency and a strong tribal government for each of the Tribes.

- (3) To secure the employment and revenue benefits of gaming for tribal members and employees, all in accordance with the Joint Venture Agreement and Management Contract entered into with respect to the Facility, the Indian Gaming Regulatory Act ("IGRA") and certain Compacts of each of the Tribes entered into with the State of Wisconsin ("Compact").

- (4) This ordinance shall be maintained in updated form, incorporating such amendments as shall from time to time be adopted by each of the Tribes and approved pursuant to 25 U.S.C. Sec. 2712 and 25 CFR part 522 and the Gaming Facility shall be furnished an updated copy thereof.

100.02 DECLARATION OF POLICY

Each of the Tribes by adopting this ordinance declares that:

- (1) All phases of the conduct of Gaming should be closely controlled by appropriate laws, rules and regulations which should be strictly and uniformly enforced at the Property.

- (2) The conduct of Gaming and all attendant activities should be so regulated as to discourage participation by criminal and other undesirable elements and to ensure the maximum use of Gaming exclusively for lawful purposes as specified in this Ordinance.

100.03 GENERAL DEFINITIONS For the purpose of this Ordinance, the following definitions shall be used.

- (1) Words used in the present tense include the future;

- (2) The singular includes the plural and the plural includes the singular, except where otherwise specifically indicated herein;

- (3) The word "shall" is mandatory and the word "may" is permissive.

100.04 DEFINITIONS

- (1) "Annual Budget" shall mean the annual operating budget approved each year by the Business Board for the Joint Venture.
- (2) "Applicant" means any person having an application for a gaming license on file.
- (3) "Application" means the completed forms and information requested by the Gaming Commission.
- (4) "Business Board" shall mean the Business Board established pursuant to the Chippewa Meadows Gaming and Racing Joint Venture Agreement providing decision making, supervision, and oversight as to all aspects of the Joint Venture, consisting of two representatives each from the Lac Courte Oreilles Chippewa Meadows Corporation, the Sokaogon Chippewa Meadows Corporation and the Red Cliff Chippewa Meadows Corporation.
- (5) "Business Office" shall mean the official office location at the Facility designated as the location for conducting official business of the Business Board and for the posting of all notices pertaining to or relating to any section of this Ordinance.
- (6) "Class III gaming" means Class III gaming as defined in 25 U.S.C. Sec. 2703(8).
- (7) "Casino" as used herein, shall refer to any gaming facility where games of blackjack are conducted at the Property.
- (8) "Compact(s)" as used herein, shall refer collectively to the State of Wisconsin Gaming Compacts, as executed individually with Red Cliff, Lac Courte Oreilles and Sokaogon, together with such amendments as may from time to time be enacted pursuant to said Compact.
- (9) "Council", as used herein, shall individually refer to the Tribal councils of each of the Red Cliff, Lac Courte Oreilles and Sokaogon and "Councils" shall collectively refer to the Tribal Councils of all three Tribes.
- (10) "Department of Justice" means the Department of Justice of the State of Wisconsin, its authorized officials, agents and representatives.
- (11) "Felony", as used herein, shall refer to any offense for which the maximum sentence of penalty imposed includes a term of incarceration exceeding one (1) year.
- (12) "Gaming", as used herein, shall mean Racing and activities defined as Class III Gaming under IGRA conducted at the Facility.

(13) "Gaming Commission" means the Chippewa Meadows Inter-Tribal Gaming Commission consisting of three members established in Section IV of this Ordinance to serve as the licensing and enforcement authority of the Tribes in matters relating to Gaming at the Property.

(14) "Gaming Facility" or "Facility" means the buildings and improvements, including related, connected or attached modules and/or amenities, tent-like or other structures on the Property at which Gaming and other associated commercial activity related thereto will be operated.

(15) "Gaming Operation" means all gaming at the Facility operated pursuant to the Joint Venture Agreement and that is licensed pursuant to the provisions of this Ordinance.

(16) "General Contractor" shall mean the person or entity selected by the Business Board, who is a licensed general contractor experienced in the construction or renovation of commercial buildings and appurtenant structures and service facilities.

(17) "General Manager" means the individual appointed by the Business Board who has responsibility for day-to-day operations of the Gaming Operation.

(18) "IGRA" means the Indian Gaming Regulatory Act, Pub. L. 100-447, 25 U.S.C. Sec. 2701 et seq.

(19) "Immediate family member" is here defined as a spouse, mother, father, sister, brother, daughter, or son.

(20) "Inter-Tribal Arbitration Panel" means the Chippewa Meadows Inter-Tribal Arbitration Panel with the responsibility, as authorized, to arbitrate disputes associated with Chippewa Meadows.

(21) "Joint Venture" means the joint venture between and among the Lac Courte Oreilles Chippewa Meadows Corporation, the Red Cliff Chippewa Meadows Corporation, and the Sokaogon Chippewa Meadows Corporation, each a wholly owned Tribal Corporation, created pursuant to the Joint Venture Agreement.

(22) "Joint Venture Agreement" means the agreement between the Lac Courte Oreilles Chippewa Meadows Corporation, the Red Cliff Chippewa Meadows Corporation, and the Sokaogon Chippewa Meadows Corporation dated September ____, 2000, as same may be amended from time to time in the manner provided therein.

(23) "Management Agreement" means the Management Agreement between the Joint Venture and Galaxy Gaming & Racing Limited Partnership dated September ____, 2000, as same may be amended from time to time.

(24) "Management Contracts" means any contract, subcontract or collateral agreement as defined in 25 C.F.R. Sec. 502.5 between the Tribes and a contractor or between a contractor and a subcontractor if such contract or agreement provides for the management of all or part of the Gaming Operation.

(25) "Member" as used herein, means any person that is duly enrolled as a Tribal Member of Red Cliff or Lac Courte Oreilles or Sokaogon.

(26) "NIGC" means the National Indian Gaming Commission established pursuant to 25 U.S.C. Sec. 2704.

(27) "Net revenues" has the meaning set forth in 25 C.F.R. § 502.16.

(28) "Non-Member", as used herein, means any person that is not duly enrolled as a Tribal Member of Red Cliff or Lac Courte Oreilles or Sokaogon.

(29) "Ordinance" means this Gaming Ordinance.

(30) "Owner or Controlling Person" means any natural person, any beneficiary or trustee of a trust, any partner in a partnership, or any person who is a director or who holds or controls at least 10 percent of the issued and outstanding stock of a corporation, alone or in combination with another stockholder who is a spouse, parent, child or sibling, having a direct financial interest in any Management Contract.

(31) "Person" means any individual or entity, including any corporation or general or limited partnership.

(32) "Premises" or "Licensed Premises" means the Facility.

(33) "Property" shall mean the parcel of land described in Exhibit "F" attached hereto as a part hereof, on which the Facility (exclusive of the parking lot) is located, which is held in Trust by the United States for the benefit of the Tribes.

(34) "Racing" as used herein shall mean activities defined as parimutuel greyhound racing under the laws of the State as same have been conducted by the predecessor-in-interest prior to the effective date hereof at the Facility, and which have been and shall be operated under the trade name "St. Croix Meadows", subject to any change of such trade name as from time to time may be determined by the Business Board.

(35) "Registered Agent" means the person authorized by the Business Board as the legal representative to receive all notices required or authorized to be served pursuant to 25 C.F.R. sec. 501 *et. seq.* or under this ordinance and as may be required under any legal process in the State, County, Town or City.

(36) "State" means the State of Wisconsin, its authorized officials, agents and representatives.

(37) "Tribe" means each of and "Tribes" means collectively the Red Cliff Band of Lake Superior Chippewa Indians, the Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin, the Sokaogon Chippewa Community (Mole Lake Band of Lake Superior Chippewa Indians), and any of their respective subdivisions, enterprises, agencies or instrumentalities, subdivisions of such enterprises, agencies or instrumentalities, corporations chartered under federal, state or tribal law which are wholly owned by any of the foregoing, and authorized officials, agents and representatives of any of the foregoing.

(38) "Tribal Corporations" shall mean collectively the Lac Courte Oreilles Chippewa Meadows Corporation, the Red Cliff Chippewa Meadows Corporation, and the Sokaogon Chippewa Meadows Corporation, each a wholly owned Tribal Corporation.

(39) "Tribal Council" means the Tribal Council of the Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin, the Tribal Council of the Sokaogon Chippewa Community (Mole Lake Band of Lake Superior Chippewa Indians) and/or the Tribal Governing Board of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin.

(40) "Wisconsin Division of Gaming" or "W.D.G." means the Wisconsin Department of Administration, Division of Gaming, and all divisions thereof and their respective authorized officials, agents and representatives.

100.05 AUTHORIZATION OF GAMING ACTIVITIES

(1) Authority for Class III gaming.

(a) Class III gaming as defined in 25 U.S.C. Section 2703(8) and 25 C.F.R. Section 502 is hereby authorized subject to the terms and provisions of the Compact, as same may be amended from time to time hereafter.

(b) No persons other than those acting under the authority or auspices of or by written agreement with the Joint Venture or Business Board shall conduct, or participate in the conduct of any Class III gaming on the Property.

(c) 'Persons acting under the authority or auspices of or by written agreement with the Joint Venture or Business Board' as used herein, shall refer to 1) persons employed by the Joint Venture or Business Board for the specific purpose of managing, conducting or participating in the conduct of Class III games; and 2) persons acting pursuant to a written management contract. Any other person, including persons alleging oral

authorization by the Joint Venture or Business Board, shall be regarded as a 'non-authorized person' for the purposes of this Ordinance or any regulations promulgated hereunder.

(2) No non-authorized person shall conduct or participate in the conduct of any gaming on the Property.

(3) The Compacts are hereby incorporated herein by reference, as if fully set forth and attached hereto, as an integral part of this ordinance with respect to all forms of Class III gaming; provided, however, that nothing in the adoption of the Compact herein shall be deemed to affect the operation by the Tribes of any Class II gaming, whether conducted within or without the Gaming Facilities, or to confer upon any state any jurisdiction over such Class II gaming conducted by any of the Tribes.

100.06 CONFORMANCE WITH IGRA AND COMPACT

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

100.07 STANDARDS OF OPERATION AND MANAGEMENT

(1) The standards of operation and management for Class III games, excluding Racing, shall be those set forth in the Compact, this Ordinance and any regulations adopted by all of the Tribes relative to Gaming at the Property. The Business Board may adopt standards of operation and management for Class III games that are no less stringent than, or not otherwise inconsistent with, the Compact, this Ordinance and any such regulations.

(2) Racing activities at the Facility shall be conducted in conformance with the Compacts, this Ordinance, and all other applicable laws. The Business Board may adopt standards of operation and management for racing that are no less stringent than or not otherwise inconsistent with the Compacts, this Ordinance and any other applicable laws. Where the Compacts contain terms that are different or inconsistent with state law, the terms of the Compacts shall govern.

100.08 OWNERSHIP OF GAMING

The Tribes shall have the sole proprietary interest in and responsibility for the conduct of any gaming operation authorized by this Ordinance.

100.09 USE OF GAMING REVENUES

- (1) Net Revenues received each fiscal year which are available for distribution shall be distributed to each Tribe equally pursuant to and under the provisions of the Joint Venture Agreement.
- (2) Net Revenues received by each of the Tribes, shall be exclusively devoted to the purposes as authorized by each individual Council, said purposes being specifically authorized for the allocation of net gaming revenue pursuant to applicable provisions of the IGRA.
- (3) If any Tribe, in the future, should elect to make per capita payments to tribal members, it shall authorize such payments only upon approval of a plan submitted to the Secretary of Interior under 25 U.S.C. Section 2710(b)(3).

100.10 AUDIT

- (1) The Business Board, pursuant to the Joint Venture Agreement, shall cause to be conducted annually an independent audit of gaming operations and shall first submit the resulting audit report to each Tribal Council for review and approval, and after review and approval, submit the resulting audit report to the NIGC and as required by the Compact.
- (2) All gaming related contracts that result in the purchase of supplies, services, or concessions in excess of \$25,000.00 annually, except contracts for professional legal or accounting services, shall be specifically included within the scope of the audit that is described in subsection (1) above.

100.11 PROTECTION OF THE ENVIRONMENT AND PUBLIC HEALTH & SAFETY

- (1) The Gaming Facility on the Property shall be constructed, maintained and operated in a manner that adequately protects the environment and the public health and safety. The Tribes' respective air and water quality standards shall not apply to the Trust property defined in Exhibit F, attached hereto.
- (2) The Gaming Facility on the Property shall be inspected by an inspector certified by the State of Wisconsin at least every twelve (12) months to ensure compliance with the provisions of this Ordinance, pertaining to public health, safety and the Environment, as set forth herein or as may be from time to time amended. Any deficiencies or violations noted by said inspector shall be promptly repaired or corrected.
- (3) The following provisions of the Wisconsin Statutes (Wis. Stat.) and the Wisconsin Administrative Code (Wis. Adm. Code), including all amendments made to said sections, are hereby adopted and shall be applicable to the Gaming Facility at the Property:

a. Public Buildings

(1) Wis. Stat. Sec. 101.025 - Ventilation requirements for public buildings and places of employment.

(2) Wis. Stat. Sec. 101.11 - Employer's duty to furnish safe employment and place.

(3) Wis. Stat. Sec. 101.12 - Approval and inspection of public buildings and places of employment and components.

(4) Wis. Adm. Code Sec. ILHR160 - Existing Buildings.

(5) Wis. Adm. Code Sec. ILHR 163 - Theaters and Assembly Halls.

b. Electrical Wiring

(1) Wis. Stat. Sec. 101.865 - Regulation of Electrical Wiring.

(2) Wis. Adm. Code Sec. ILHR 16 - Electrical Wiring.

c. Fire Prevention and Smoke Detectors.

(1) Wis. Stat. Sec. 101.14 - Fire inspections, prevention, detection and suppression.

(2) Wis. Adm. Code Sec. ILHR 14 - Fire Prevention.

(3) Wis. Adm. Code Sec. ILHR 28 - Smoke Detectors.

d. Plumbing and Sanitation

(1) Wis. Stat. Sec. 101.07 - Flushing devices for urinals.

(2) Wis. Adm. Code Sec. ILHR 81 - 86 - Plumbing.

(4) The Gaming Facility shall prominently display a sign indicating that it is in full compliance with all of the environmental, public health and safety codes of the State of Wisconsin with the date of the last inspection.

(5) The Americans with Disability Act (ADA) is adopted in its entirety and incorporated herein by reference. The Gaming Facility shall prominently display a sign indicating that it is in full compliance with the ADA and provide a brief procedure for any patron to follow if said patron is concerned that there has been a violation of the ADA in that Facility.

100.12 LICENSING PROCEDURES

- (1) **Implementation of Policies and Procedures.** The Gaming Commission shall ensure that the policies and procedures set forth in this section are implemented with respect to all employees employed at any gaming enterprise operated on the Property.

- (2) **Tribal License Required.** No person required to be licensed under IGRA or the Compacts or any regulations or rules promulgated hereunder or by NIGC shall manage or be employed in any Gaming Operations at the Property unless and until the applicable licensing procedures in this Section 100.12 have been complied with and a license has been granted hereunder. In addition to any state licenses required under the Compact, the following persons must obtain tribal licenses:
 - a. any party to a management contract;
 - b. primary management officials;
 - c. key employees; and
 - d. all other employees of the Joint Venture regardless of position or responsibilities.
 - e. other persons ordered to comply with tribal licensing procedures by the Gaming Commission.

- (3) **Separate License Required for the Gaming Facility.** A separate license shall be required for each person or entity described in subparagraph (2) above, whether or not such person or entity has been licensed by any Tribe for any other gaming facility.

- (4) **Provisional License.** The Gaming Commission may grant a provisional license to an Applicant for an initial period of up to ninety (90) days. Except for Primary Management or Key Employees, the Gaming Commission may extend a provisional license for intervals of up to thirty (30) days upon a finding of good cause by the Gaming Commission. The Gaming Commission shall not extend the provisional license of a Primary Management or Key Employee beyond 90 days absent a written waiver from the NIGC.

- (5) **Issuance of License.** Every license shall be issued in the name of the Applicant and no license shall be transferable, nor shall the holder thereof allow any other person to use the license.

- (6) **Granting and Revocation of Licenses.** The Gaming Commission shall have complete discretion in the granting, denial, suspension or revocation of all licenses issued hereunder and its decisions shall be final and not subject to appeal except as provided herein.

(7) Application for License. No license shall be issued under this Chapter except upon a sworn Application filed with the Gaming Commission, in such form as may be prescribed by the Gaming Commission.

(a) Definitions.

For the purpose of this section, the following definitions apply:

(1) Key employee means:

(A) A person who performs one or more of the following functions:

- (1) Counting room supervisor;
- (2) Chief or Director of security;
- (3) Custodian of gaming supplies or cash;
- (4) Floor manager;
- (5) Pit boss;
- (6) Dealer;
- (7) Approver of credit;
- (8) Custodian of gambling devices including persons with access to cash and accounting records within such devices;
- (9) Racing Secretary;
- (10) Racing Judges;
- (11) Totalisator operator; or
- (12) Croupier;
- (13) Others hereinafter designated by the Business Board.

(B) If not otherwise included, any other persons 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 Operations.

(2) Primary management official means:

(A) The person(s) having management responsibility for a management contract;

(B) Any person who has authority:

- (1) To hire and fire employees; or

(2) To set up working policy for the gaming operation (including any human resource director); or

(C) The General Manager, Chief Financial Officer or other person who has financial management responsibility.

(b) Application Forms

(1) The following notice shall be placed on the Application form for a key employee or a primary management official before that form is filled out by an Applicant:

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be employed in a gaming operation. The information will be used by National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a Tribe or the National Indian Gaming Commission in 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 the Joint Venture 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 who have filled out an employment application without a Privacy Act Notice shall be notified in writing by the Joint Venture when authorized by the Business Board 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) The following notice shall be placed on the Application form for a key employee or a primary official before that form is filled out by an Applicant:

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

(4) Existing key employees and primary management officials who have not filled out an employment application with a notice regarding false statements shall be notified in writing by the Joint Venture when authorized by the Business Board 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 statement.

(c) Background Investigations

(1) The Gaming Commission shall request that the Business Board obtain and provide to the Gaming Commission for its investigation, from each primary management official, each key employee and any other person ordered to comply with Tribal licensing procedures by the Gaming Commission all of the following information:

- (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 5 years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers license numbers;
- (C) The names and current addresses of at least three personal references, including one personal reference who was acquainted with the Applicant during each period of residence listed under paragraph (1)(B) of this section;

- (D) Current business and residence telephone numbers;
- (E) A description of any existing and previous business relationships with 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, and the date and disposition if any;
- (I) For each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations), within 10 years of the date of the application, the name and address of the court involved and 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 10 years of the date of the application and is not otherwise listed pursuant to paragraph (1)(H) or (1)(I) of this section, the criminal charge, the name and address of the court involved and the date and disposition;
- (K) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- (L) A current photograph;
- (M) A description of the premises at which the games are to be conducted, with proof of the contractual or other basis upon which the Applicant shall conduct games, or be employed, at such premises;

- (N) Any other information the Gaming Commission deems relevant;
- (O) Fingerprints consistent with procedures adopted by the Gaming Commission according to 25 C.F.R. Section 522.2(h); and
- (P) Agreement by the Applicant to accept and abide by all conditions of the license, the IGRA, NIGC regulations, and this Ordinance and the regulations promulgated hereunder.

(2) The Gaming Commission shall conduct or may cause to be conducted an investigation sufficient to make a determination under subsection (d) below. In conducting a background investigation, the Gaming Commission or its agent shall promise to keep confidential the identity of each person interviewed in the course of the investigation.

(3) The Tribes shall make available the reasonably necessary staff and personnel and any funding and other assistance in order to enable the Gaming Commission to perform its functions, duties and responsibilities under this Ordinance, including the investigations and issuing of licenses contemplated hereunder.

(d) Eligibility Determination

The Gaming Commission or its designated agent shall review a person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning the eligibility of an Applicant for employment in the Gaming Operation. If the Gaming Commission or its agent determines that employment of the person poses a threat to the public interest or to the effective regulation of Gaming or Racing, creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of Gaming at the Property or in the Gaming Operation, the Joint Venture shall not employ that person.

(e) Procedures for Forwarding Applications and Reports for Key Employees and Primary Management Officials to the National Indian Gaming Commission

(1) When a primary management official and key employee begins work at a gaming operation authorized by this Ordinance, the Gaming Commission shall forward to the NIGC a completed application for employment containing the information in subsection

(c) (1) of this section and conduct the background investigation and make the determination referred to in subsection (d) of this section.

(2) The Gaming Commission shall forward the report referred to in subsection (f) of this section to the NIGC within 60 days after an employee begins work.

(3) The Gaming Operation shall not employ as a key employee or primary management official a person who does not have a license after 90 days.

(f) Report to the National Indian Gaming Commission

(1) Pursuant to the procedures set out in subsection (e) of this section, the Gaming Commission shall prepare and forward to the NIGC an investigative report; which shall include all of the following:

- (A) Steps taken in conducting a background investigation;
- (B) Results obtained;
- (C) Conclusions reached; and
- (D) The bases for those conclusions.

(2) The Gaming Commission shall submit, with the report, a copy of the eligibility determination made under subsection (d) of this section.

(3) If a license is not issued to an Applicant, the Gaming Commission:

- (A) Shall notify the NIGC; and
- (B) May forward copies of its eligibility determination and investigative report (if any) to the NIGC for inclusion in the Indian Gaming Individuals Records System.

(4) With respect to key employees and primary management officials, the Gaming Commission shall retain applications for employment and reports (if any) of background investigations for inspection by the Chairman of the NIGC or his or her designee for no less than three (3) years from the date of termination of employment.

(g) Granting a Gaming License to a Primary Management Official or Key Employee

(1) If, within a thirty (30) day period after the NIGC receives an investigative report, the NIGC notifies the Gaming Commission that it has no objection to the issuance of a license pursuant to a license application filed by a key employee or a primary management official for whom the Gaming Commission has provided an application and investigative report to the NIGC, the Gaming Commission may issue a license to such Applicant.

(2) The Gaming Commission shall respond to a request for additional information from the Chairman of the NIGC concerning a key employee or a primary management official who is the subject of an investigative report. Such a request shall suspend the 30-day period under paragraphs (g)(1) and (g)(3), and the 90-day period under (e)(3) of this section until the Chairman of the NIGC receives the additional information.

(3) If, within the thirty (30) day period described above, the NIGC provides the Gaming Commission with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the Gaming Commission has provided an application and investigative report to the NIGC, the Gaming Commission shall reconsider the application, taking into account the objections itemized by the NIGC. The Gaming Commission shall make the final decision whether to issue a license to such Applicant.

(h) License Suspension

(1) If, after the issuance of a gaming license, the Gaming Commission receives reliable information indicating that a key employee or a primary management official is not eligible for employment under subsection (d) above, and the Gaming Commission determines that good cause exists for suspension, the license of such person should be suspended, the Gaming Commission shall suspend such license and shall notify in writing the licensee of the suspension and the proposed revocation.

(2) The Gaming Commission shall notify the licensee of a time and a place for a hearing on the proposed revocation of a license which shall proceed pursuant to the procedures set forth at Section 100.14.

(3) After a revocation hearing, the Gaming Commission shall determine whether to revoke or, alternatively, to reinstate a gaming license. The Gaming Commission shall notify the NIGC of its decision.

(4) The Gaming Commission may suspend a license following the notification and hearing procedures under (1), (2) and (3) above for the reasons set forth under (1) or for other just cause.

(ii) Minimum Investigative Procedures. Minimum investigative procedures to be performed under this section shall include the following:

(1) Verification by written or oral communication information submitted by the Applicant.

(2) Inquiry into the Applicant's prior activities, criminal record, if any, and reputation, habits and associations. This includes interviewing a sufficient number of knowledgeable people such as former employers, personal references, and others to whom referred in order to provide a basis for the Gaming Commission to make a finding concerning the Applicant's eligibility for employment in the Gaming Operations.

(3) Documenting the disposition of all potential problem areas noted and disqualifying information obtained.

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

(9) Authority to Issue License. The Gaming Commission shall grant or deny all Applications for a license. Any license granted by the Gaming Commission shall be effective upon the date of grant, which effectiveness shall be provisional pending the satisfactory completion of all background investigations. The Gaming Commission shall have complete discretion to determine the procedures for the renewal of a license after the expiration date.

(10) Appeal of Denial of License. The Applicant may appeal to the Gaming Commission from any denial of a license by the Gaming Commission by mailing written notice of appeal to the Gaming Commission within 15 days after the date of denial. Appeals shall be heard by the Gaming Commission under the same open hearing procedure set forth in Section 100.12(8) established for the Gaming Commission.

(11) Finality of Gaming Commission Determinations. All Gaming Commission determinations to deny a license, with the exception of a Management Contractor

or General Manager license, shall be final. Any decision to deny a Management Contractor license shall be by unanimous vote of the Gaming Commission and shall become final unless appealed to the Councils within five (5) days of the date of denial. Upon appeal, the Councils shall review the entire record upon which the decision is based, jointly meet in person or telephonically within 14 days from the date the appeal was filed, and either affirm or reverse the Gaming Commission's decision. The Council's decision regarding a Management Contractor or General Manager license shall be final.

(12) Term of License; License Fees.

(a) Licenses shall be for a term of one year. With respect to any license renewal, the Gaming Commission shall undertake such review and investigation as it deems necessary under the circumstances.

(b) In order to recover costs of complying with the federal, tribal and state regulatory processes applicable to Gaming, annual license fees shall be imposed as follows:

(1) License fees as set by the Gaming Commission shall be imposed on each party to a Management Contract with the Joint Venture.

(2) License fees shall be imposed on any other person required to obtain a license in accordance with a fee schedule to be established by the Gaming Commission.

(3) In addition to the license fees imposed pursuant to Section 100.12(6)(b)(1) and (2), the Gaming Commission may in its discretion impose such fees on licensed persons as are reasonably related to costs of enforcement which will be in the aggregate be sufficient to enable the recovery of the reasonable costs of enforcing this Ordinance.

100.13 CONDITIONS OF GAMING FACILITY LICENSE

(1) Any licensee licensed under this Ordinance shall comply with such other reasonable conditions as may be fixed by the Gaming Commission including, but not limited to, the following:

(a) The licensee shall at all times maintain an orderly, clean and neat establishment, both inside and outside the Facility.

(b) The Property shall be subject to patrol by local enforcement agencies and security personnel employed at the Facility, and the licensee shall cooperate at all times with such law enforcement officers and security personnel.

(c) The Facility shall be open to inspection by officials authorized under applicable law during regular business hours, except as otherwise provided herein.

(d) There shall be no discrimination in any of the operations under license by reason of race, color or creed; provided, however, nothing herein shall prevent the Joint Venture from granting preferences to Native Americans or others as indicated herein and as permitted by law.

(e) The licensee shall abide by the IGRA, NIGC regulations, the Compact and all State Laws as agreed to by the Compact and such other laws, rules or regulations as set forth herein or as may from time to time be amended or adopted by the Gaming Commission or Business Board.

100.14 REVOCAATION

(1) The licensee and his or her or its employees shall be legally responsible for any violation of the Ordinance or the license. Any license issued hereunder may be canceled by the Gaming Commission for the breach of any of the provisions of this Ordinance or of the license, upon hearing before the Gaming Commission, after 10 days' notice of the claimed breach to the licensee. The time and place of the hearing shall be posted in the Business Office and at such other location(s) at the facility as may from time to time be designated by the Gaming Commission. Hearing notices shall be mailed to licensees at their last known address. The licensee, his or her or its attorney and any person affected by the license shall have the right to be present and to offer sworn oral or documentary evidence relevant to the breach charged.

(2) All decisions of the Gaming Commission regarding cancellations of licenses, with the exception of Management Contractor licenses, shall be final. Any decision to cancel a Management Contractor license shall be by unanimous vote of the Gaming Commission and shall become final unless appealed to the Councils within five (5) days of the date of cancellation. Upon appeal, the Councils shall review the entire record upon which the decision is based, jointly meet in person or telephonically within 14 days from the date the appeal was filed, and either affirm or reverse the Gaming Commission's decision. The Council's decision regarding a Management Contractor or General Manager license shall be final. There shall be no right of judicial review of any suspension decision by the Gaming Commission, and no gaming shall be conducted by any licensee during the suspension period or after cancellation, even during the pendency of arbitration proceedings.

100.15 NOTICE OF LICENSING ACTIONS

The Gaming Commission shall post and publish notices of all actions taken in regard to licenses and license applications in the Business Office and at such

other location(s) as may from time to time be designated by the Gaming Commission.

100.16 RULES OF PLAY

- (1) All games conducted at the Gaming Facility shall be conducted in accordance with the rules of play pertinent to such games as set forth in the Compact, as same may be amended from time to time.
- (2) Casino Hours: The Gaming Facility may remain open 24 hours in any one day provided that blackjack shall be conducted no longer than 18 hours during any one day. Hours of play shall be established by the Business Board and publicly displayed at each casino.
- (3) Age Limits: No person under the age of 21 may play or be permitted to play any Class III game; nor shall any prize or winning be paid to such person notwithstanding that, by such person's play, he or she had otherwise qualified for such a prize or winning.
- (4) No person under the age of 21 may conduct or be employed in the conduct of any Class III gaming activity.
- (5) No person who is visibly intoxicated shall be permitted to play any Class III game.
- (6) No person employed at the Gaming Facility shall play at that Facility, nor permit any other person employed there to play at said Facility.
- (7) Any immediate family member of an employee subject to paragraph (6) above, and any other family member residing in the same household as such employee, shall, prior to playing at any session of the Gaming Facility, notify the general manager or a designated assistant manager (as the case may be) of the Gaming Facility of their entrance, and shall be allowed to play subject to the discretion of said general manager (or designated assistant manager); provided, however, that no such persons shall be allowed to play at any session where the aforementioned employee is on duty.
- (8) Any person, whether player, employee or other person, who, by tampering with or counterfeiting equipment, or by violation of the rules of play, shall defraud the Joint Venture or attempt to do so, in addition to any other penalty required by the Ordinance or other applicable law, shall be liable to the Joint Venture in the amount of any moneys lost by the Joint Venture, including the costs of investigation and conduct of legal proceedings.

100.17 GAMING VENDORS

(1) No agreement shall be entered into with any person, partnership or corporation for the purchase, lease or provision of services, supplies, or equipment unique to the operation of Class III Gaming, in an amount exceeding \$10,000 in any year, unless said contractor holds a certificate issued by the W.D.G. pursuant to the Compact, or is exempt from such requirement pursuant to the Compact.

(2) No person employed by the Joint Venture in the conduct of gaming may have a direct or indirect interest, or be employed by, any person who has entered into a Class III gaming-related contract with the Joint Venture.

100.18 CONSENT TO JURISDICTION

(1) Any non-member participating under a gaming management contract with the Joint Venture, participating in a vendor/lessor relationship related to Class III Gaming at the Facility, and any other non-member employed in the conduct of Class III Gaming at the Facility, shall by virtue of such participation or employment be deemed to have consented to the jurisdiction of the Tribes and the Inter-Tribal Arbitration Panel unless otherwise provided by a contract. All said contracts and employment applications shall prominently contain a notification to that effect.

(2) In addition, any non-member player at the Gaming Facility shall be deemed, by virtue of such play, to have consented to the jurisdiction of the Tribes and the Inter-Tribal Arbitration Panel in relation to disputes arising from their presence and play at such facility. The Gaming Facility shall prominently display a notification for the benefit of its non-member patrons and players to that effect.

100.19 BUSINESS BOARD, DUTIES OF

The Business Board shall provide decision making, oversight and supervision as to all aspects of the Joint Venture. These duties shall not infringe upon, or otherwise usurp the powers, duties and authority provided to the Gaming Commission herein, or as may be amended from time to time by the Tribal Councils.

100.20 DISPUTE RESOLUTION

(2) It shall be the responsibility of the General Manager, at the Facility, or his/her designee or designees, to resolve such disputes as may be initiated by a player arising from the conduct of Gaming at the Facility.

(3) The name of the General Manager (and/or any manager or assistant manager separately in charge of the Casino and Racing) with responsibility for

Class III Gaming at the Facility shall be prominently displayed at the Facility at all times.

(4) At all times when the General Manager (and/or any manager or assistant manager separately in charge of the Casino and Racing) is not available said manager shall designate a specific person(s) as the General Manager's (and/or any manager or assistant manager separately in charge of the Casino and Racing) designee for purposes of dispute resolution and the name of the person(s) so designated at that specific time and place shall also be prominently displayed. Such designee(s) shall act in the place of the General Manager (and/or any manager or assistant manager separately in charge of the Casino and Racing) to resolve disputes during the time authorized.

(5) Any aggrieved player shall be expected to immediately bring such grievance to the notice of the immediate employee(s) involved, and, if unsatisfied by the result, thereupon immediately bring such grievance to the attention of the General Manager (and/or any manager or assistant manager separately in charge of the Casino and Racing) or their respective designee(s).

(6) Any delay in the report of such grievance to the General Manager (and/or any manager or assistant manager separately in charge of the Casino and Racing) may be considered as mitigating against the grievance. Failure to report the grievance during the session at which the grievance allegedly arose may, at the discretion of the General Manager (and/or any manager or assistant manager separately in charge of the Casino and Racing) or designee(s), justify the summary dismissal of the grievance.

(7) Except where circumstances require further investigation or consultation, the General Manager (and/or any manager or assistant manager separately in charge of the Casino and Racing)/designee(s) shall deliver their decision during the session at which the grievance is brought to their attention. Upon request of the player, the General Manager (and/or any manager or assistant manager separately in charge of Gaming and Racing)/designees' decision shall be made in writing and time-stamped. When a decision on a grievance is not made at the same session it shall be made as soon as practical thereafter.

(8) A player who has timely submitted a grievance for resolution by the General Manager (and/or any manager or assistant manager separately in charge of the Casino and Racing)/designee and who is dissatisfied with the result may appeal such decision to the Gaming Commission. Such appeal shall be in writing, contain a statement of the facts and grounds for appeal, and shall be delivered or postmarked within five days of the occurrence giving rise to the grievance.

(9) Where the General Manager (and/or any manager or assistant manager separately in charge of Casino and Racing)/designees' decision is delayed

beyond the session at which the grievance allegedly arose, the time for appeal shall be five days from the date the manager/designee delivers his/her decision.

(10) Where the General Manager (and/or any manager or assistant manager separately in charge of Casino and Racing) summarily dismisses a grievance for delay beyond the day of occurrence in bringing the grievance, the Gaming Commission's initial review shall consist solely in determining whether there had been such delay; the Gaming Commission shall proceed to the merits only if it determines that there had been no such delay.

(11) Notice of these dispute resolution procedures, or a summary thereof, shall be posted at the Gaming Facility, and shall contain the address(es) of the Gaming Commission to which appeals may be sent or delivered.

100.21 GAMING MANAGERS

The Business Board shall establish and publish the name of the individual designated as General Manager (and any manager or assistant manager separately in charge of The Casino and Racing) for the Facility.

100.22 GENERAL GAMING PERSONNEL STANDARDS

(1) Notwithstanding any other provision herein, in the Ordinance, or in any other tribal law, no person shall be appointed to the Business Board, the Gaming Commission or to any gaming management position, nor be employed at the Facility, nor be allowed to continue in such appointment or employment, who:

- (a) Has been convicted of, or entered a plea of guilty or no contest to, any of the following, unless the person has been pardoned:
 - (1) A felony, other than a felony conviction for an offense under sections (2) through (4) below, during the immediately preceding ten (10) years.
 - (2) Any gambling related offense.
 - (3) Fraud or misrepresentation in any connection.
 - (4) A violation of Chapters 562 or 565, Wis. Stats., a rule promulgated by the W.D.G. or the Ordinance.
- (b) Irrespective of whether such person qualifies under Section (a) above, has been determined by the appointing or employing authority to be a person whose prior activities, criminal record if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal

practices, methods, or activities in the operation of gaming or the carrying on of the business and financial arrangements incidental thereto.

- (c) Is under the age 21 years and whose employment is directly related to any Gaming activity. This section shall not prohibit employment at the Facility in any activity that is not directly related to gaming.
- (2) The Gaming Commission, shall conduct, or cause to be conducted, a criminal background check and such other investigation as may be deemed necessary prior to the appointment or employment of any person subject to the standards in paragraphs (1)(a) and (1)(b) above.

All records pertaining to the investigation and determinations required by paragraphs (1)(a) and (1)(b) above shall be retained by the Joint Venture for a period of at least seven (7) years.

- (3) In the case of a tribal member, the disqualifying conditions set forth in paragraph (1)(a) above may be waived by the Gaming Commission, in its sole discretion, if any express resolution of the applicable Tribal Council is timely submitted, should such Tribal Council find, upon written application of the member, that the member has demonstrated to such Tribal Council evidence of sufficient rehabilitation and present fitness.
- (a) A tribal member seeking such a resolution of rehabilitation shall submit a written application to the applicable Tribe, detailing the specific details of (i) their offense(s), (ii) the specific penalties imposed on them for the offense(s), and (iii) the details of their post-conviction history, including but not limited to their residence, employment, personal and social associations, together with such other documentation and evidence that they can provide.
 - (b) The Tribal application for rehabilitation shall be brought forward at least one Council meeting prior to the applicable Tribal Council making its determination.
 - (c) The burden of proof shall be on the Applicant, and a negative determination of his/her Tribal Council shall preclude the Applicant from making new application for a period of one (1) year.
- (4) The disqualifying conditions set forth in paragraph (1)(a) above may not be waived for individuals holding key employee or primary management official positions.
- (5) Persons subject to this Section shall be reviewed at least once every two (2) years to determine whether they continue to meet the standards imposed under paragraphs (1)(a) and (1)(b) above.

100.23 ENFORCEMENT AND PENALTY

(1) In addition to termination or other disciplinary action taken by the Business Board on behalf of the Joint Venture or the Joint Venture's agents in the Joint Venture's role as employer, an employee, player or other person subject to the Ordinance and these Regulations shall be subject to a forfeiture of up to \$5,000 plus costs for violation of any provision of the Ordinance or Regulations including, without limitation, violation of any provision or rule of play set forth or incorporated into this Ordinance.

(2) In addition to termination or other disciplinary action taken by the Business Board on behalf of the Joint Venture or the Joint Venture's agents in the Joint Venture's role as employer, an Applicant, employee, appointee, player or other person who makes a false statement or representation in connection with any application for a management contract, for employment or for appointment in connection with Class III Gaming at the Facility shall be subject to a forfeiture of up to \$5,000 plus costs.

(3) In addition to discharge or other disciplinary action taken by the Business Board on the behalf of the Joint Venture or the Joint Venture's agents in the Joint Venture's role as employer, an employee, contractor or other person who tampers with, counterfeits or destroys records or otherwise impedes or obstructs Class III Gaming audits shall be subject to a forfeiture of up to \$5,000 plus costs.

(4) The Inter-Tribal Arbitration Panel shall have jurisdiction to enforce the sanctions provided for violations of this Ordinance

(5) The Gaming Commission shall determine and impose penalties and fines hereunder. Each Tribe shall diligently assist the Gaming Commission in the enforcement of all provisions and penalties provided herein.

100.24 FIREARMS

No person shall have in his or her possession any firearm on the Property or at the Facility. This section shall not apply to law enforcement officers or properly authorized security personnel employed by the Joint Venture.

100.25 DISORDERLY CONDUCT

No person shall engage in conduct which is violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly under circumstances in which the conduct tends to cause or provoke a disturbance on the Property or at the Facility.

SECTION II

MANAGEMENT CONTRACTS

200.00 CONTENT OF MANAGEMENT CONTRACTS

(1) All management contracts shall be reviewed and approved by resolution by the Tribal Council of each respective Tribe. A management contract shall include the following:

(a) The names and addresses of all the principals involved in the management enterprise. If the proposed management enterprise is a corporation the proposal shall state the name and address of each officer, and if not publicly held, the name and address of each officer, and, if not publicly held, the name, address and percentage holding of each stockholder. If the proposed management enterprise is a partnership or joint venture, the proposal shall contain the name and address of each partner, and the percentage interest held by that partner.

(b) The services the management contractor will provide, the duration of the contract and the method of compensation and reimbursement to the management contractor.

(c) The grounds and mechanisms for modifying or terminating the contract.

(d) The method of establishment and maintenance of satisfactory accounting systems and procedures that shall include a system of internal accounting controls, permit the preparation of financial statements in accordance with generally accepted accounting principles, permit an independent audit, permit the calculation and payment of the management contractor's fee and provide for the allocation of operating expenses among the Joint Venture, the gaming operation, the contractor and any other user of services.

(e) The requirement that a management contractor provide the Joint Venture (or, if requested by the Joint Venture, the Tribes) with verifiable financial reports or all information necessary to prepare such reports on a monthly basis.

(f) The requirement that the management contractor comply with the mechanism to provide immediate access to the gaming operation by appropriate tribal officials who shall have access to daily gross revenues, income from the gaming operation and any other gaming-related information.

(g) A guaranteed minimum monthly payment to the respective Tribes in a sum that has preference over the retirement of development and construction costs and a ceiling for the repayment of development and construction costs.

(h) An agreed upon maximum dollar amount for the recoupment of development and construction costs.

(i) A mechanism to resolve disputes between the management contractor and the Joint Venture, the management contractor and customers, and the management contractor and the gaming operation employees.

(j) A statement whether or to what extent contract assignments and subcontracting are permissible.

(k) A provision indicating what advance notice or approval by the respective Tribes is necessary to effect changes in the ownership interest of the management contractor or the Joint Venture.

(l) A statement that the management contract shall not be effective unless and until the contract is approved by resolution by the respective Tribal Councils and the Chairman of the National Indian Gaming Commission.

200.01 ASSIGNMENT OF RESPONSIBILITIES, TERM LIMITS AND COMPENSATION

(1) Assignment of Responsibilities. A Management Contract shall enumerate the responsibilities of each of the parties including, but not limited to the following:

(a) Maintaining and improving the gaming facility,

(b) Providing operating capital,

(c) Establishing operating days and hours,

(d) Hiring, firing, training and promoting employees,

(e) Maintaining the gaming operation's books and records,

(f) Preparing the operation's financial statements and reports,

Paying for the services of an independent auditor,

(g) Hiring and supervising security personnel,

- (h) Providing fire protection services,
 - (i) Setting advertising budget and placing advertising,
 - (j) Paying bills and expenses,
 - (k) Establishing and administering employment practices,
 - (l) Obtaining and maintaining insurance coverage,
 - (m) Complying with the Internal Revenue Code,
 - (n) Paying the cost of increased public safety services,
 - (o) Supplying all required information to NIGC for compliance with NIGC regulations issued pursuant to NEPA.
- (2) **Term Limits.** A Management Contract shall not exceed five (5) years, except that, upon the request of the respective Tribes, the Chairman of the NIGC may authorize a contract term that does not exceed seven (7) years if the NIGC is satisfied that the capital investment required, and the income projections require the additional time.
- (3) **Compensation.** If a Management Contract provides for a percentage fee, the fee shall be not more than thirty (30) percent of the Net Revenue of the gaming operation if the Chairman of the NIGC determines that the percentage is reasonable or not more than forty (40) percent of the Net Revenues if the Chairman of the NIGC is satisfied that the capital investment and the income projections require the additional fee.

200.02 OTHER MANAGEMENT CONTRACTS REQUIREMENTS

- (1) No Management Contract shall be approved unless;
- (a) Reviewed and approved by the Business Board, which approval shall signify the Business Board's recommendation to the Tribes to accept the terms of the Management Contract; and
 - (b) Upon approval by the Business Board, the text of the contract is submitted to the Tribes at least ten days prior to the Tribal Council meeting at which the Council's approval is sought; and
 - (c) The Gaming Commission shall conduct the required investigation described in Section 100.12 and determine that the proposed

contractor, including all relevant personnel, meet the qualifications imposed under the Indian Gaming Regulatory Act, 25 U.S.C. §2711, 25 CFR Part 531, Sections VII and VIII of the Tribes' respective compacts and other applicable Sections of this Ordinance.

- (d) The contract shall comply with all of the requirements set forth in Section 100.05(4) herein.
- (2) The management contractor shall be responsible for showing that they have been issued a State of Wisconsin Gaming Certificate, or, in the absence of such Certificate, provide documentation that application has been made, the date thereof, and that the application has not been rejected.
- (3) The Tribes shall require a potential management contractor to pay a fee to cover the cost of the investigation conducted by the Gaming Commission.

SECTION III

MISCELLANEOUS PROVISIONS

300.00 PENALTIES FOR VIOLATIONS

Any person who violates any provision of this Ordinance or gives false testimony in any matter provided for hereunder before the Gaming Commission, the Business Board, or Inter-Tribal Arbitration Panel shall be subject to civil penalties to be imposed by the Gaming Commission, including, but not limited to, suspension and/or revocation of any license granted hereunder, termination, suspension or exclusion from employment in the Gaming Operations or other employee discipline, exclusion from attendance at the Gaming Facility, exclusion from the Property, and/or a fine of not more than \$5,000 for each such violation; provided, however, that all actions taken with respect to persons employed by the Joint Venture shall comply with the Business Board's established personnel manuals, policies and procedures.

300.01 PRIMARY ORDINANCE AND INCONSISTENCY

This Ordinance is intended by the Tribes to be the only gaming ordinance which governs and controls the Gaming Operations at the Facility. All other ordinances and regulations or parts thereof of any of the Tribes or covering any of the Tribes other gaming operations shall not be applicable or govern the Gaming Operations or the Facility in any manner to the extent that they are inconsistent or conflicting with this Ordinance in any manner or go beyond the scope or content of this Ordinance in any way.

300.02 EFFECTIVE DATE

This Ordinance shall take effect upon its adoption by each of the Tribes pursuant to the laws and requirements of each Tribe. A written certification by a chairperson or secretary of each Tribe that this Ordinance has been duly adopted shall be absolute evidence of its approval by such Tribe.

300.03 SEVERABILITY AND NON-LIABILITY

(1) If any section, provision, or portion of this Ordinance is adjudged to be in violation or inconsistent with any applicable Tribal, State, or Federal law, or is adjudged unconstitutional or invalid by a Court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby and it shall remain in full force as if said section, provision or portion as adjudged unconstitutional or invalid was nonexistent.

(2) Each of the Tribes assert that there is no liability on the part of such Tribe, or its agencies, enterprises, elected officials, officers, directors, or employees, for damages that may occur as a result of reliance upon and conformance with any of the provisions of this Ordinance.

300.05 SOVEREIGN IMMUNITY

(1) Nothing in this Ordinance is intended nor shall be construed as a waiver of the sovereign immunity of the Red Cliff Band of Lake Superior Chippewa Indians or the Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin or the Sokaogon Chippewa Community (Mole Lake Band of Lake Superior Chippewa Indians).

(2) Only the Tribal Councils of each Tribe with respect to their Tribe, shall be authorized to waive, by express written resolution, the sovereign immunity of their respective Tribe or any Tribal Corporation regarding matters pertaining to the Joint Venture and its operations.

SECTION IV

CHIPPEWA MEADOWS INTER-TRIBAL GAMING COMMISSION

400.00 GAMING COMMISSION

The Tribes hereby create the Chippewa Meadows Inter-Tribal Gaming Commission which shall be the licensing and enforcement authority of the Tribes for purposes of ensuring compliance with this ordinance as well as all federal and state regulations relating to gaming conducted at the property.

400.01 APPOINTMENT AND MEMBERSHIP

- (1) The Gaming Commission shall be comprised of three Commissioners. Each respective Tribe through its Tribal Council shall appoint one Commissioner to serve on the Gaming Commission. Each Tribal Council shall also appoint one alternate who shall be authorized to serve in the absence of the Commissioner appointed by said Tribe. Upon appointment, each Tribe shall notify in writing the other Tribes, the Joint Venture, and any Management Contractor of the names of its Commissioner and alternate.
- (2) Appointment of Commissioners and alternates shall be by absolute majority vote of the respective Tribal Council. Removal of a Commissioner or alternate shall require a 2/3 absolute majority vote of the respective Tribal Council, with not less than 48 hours advance notice to the Commissioner or alternate who is the subject of the vote.
- (3) In their application for appointment, Applicants for Commissioner and alternate shall expressly state their consent to the conduct of such background investigations as their respective Tribal Council may deem necessary, including but not limited to the checks necessary to determine criminal background, and shall be required to submit fingerprints and such other information as may be necessary to facilitate such checks.
- (4) Each initial Commissioner and alternate shall be appointed by their respective Tribe no later than the date of the commencement of their terms as set forth in Section 400.02 below.
- (5) At least thirty (30) days prior to the expiration of the initial term as set forth in 400.02(1)(a) or any subsequent three year term, each Tribe shall appoint or reappoint a Commissioner or alternate to the Gaming Commission to serve for the next three year term in the same manner as described in paragraph (1) above.

400.02 **TERM**

- (1) Except as provided in Section 400.02(1)(a) below, the Commissioners or alternates shall serve for three year terms, subject to renewal and early retirement, termination or replacement as provided herein. Said terms shall begin with the date that the property is approved by the Secretary of Interior to be placed into trust for the benefit of the Tribes.
 - (a) The first term of the original Commissioners and their alternates shall be as follows:
 - (1) The Lac Courte Oreilles appointees, one year;
 - (2) The Red Cliff appointees, two years;
 - (3) The Sokaogon appointees, three years.

400.03 **QUALIFICATIONS**

- (1) In addition to meeting the qualifications imposed by each Commissioner's respective Tribe, a Commissioner and any alternate:
 - (a) shall be at least 21 years of age; and
 - (b) shall have been an enrolled member of the appointing Tribe for not less than one year prior to appointment; and
 - (c) shall have experience (academic or employment) of not less than one year in any of the following:
 - (1) law, accounting, or business;
 - (2) gaming;
 - (3) law enforcement or security management; and
 - (d) Shall have no financial or proprietary interest in any management or vendor contract, or be an employee of the Joint Venture, or have any management responsibility for the gaming facility; and
 - (e) Shall not have been convicted of or entered a plea of guilty or no contest to any of the following, unless the person has been pardoned:

- (1) A felony other than a felony conviction for an offense under Section (2) through (4) below, during the immediately preceding 10 years;
- (2) Any gambling related offense;
- (3) Fraud or misrepresentation in any connection; or
- (4) A violation of Chapters 562 or 565, Wisconsin Statutes or any rule promulgated by the W.D.G.

400.04 CONFLICTS OF INTEREST PROHIBITED

- (1) No member of the Gaming Commission shall:
 - (a) Be employed by the Gaming Operations, or be a primary management official or owner or controlling person with respect to any Management Contract, either while serving on the Gaming Commission or for a period of three months from the termination of service on the Gaming Commission.
 - (b) Participate in the approval, denial or renewal of any Application for a gaming license by, or participate in the revocation or suspension of any License granted hereunder to, any Immediate family member of such member of the Gaming Commission.
 - (c) Engage in any business, transaction or professional activity or incur any obligation of any nature which conflicts with the proper discharge of his or her official duties in administering this Ordinance; provided that a member of the Gaming Commission who may engage in a conflicting activity or incur a conflicting obligation that is not otherwise disqualified under Section 400.04(1)(a) shall promptly disclose that activity or obligation to the Gaming Commission and refrain from voting on any matter regarding which such activity or obligation may constitute a conflict.
 - (d) No employee of the Joint Venture in any of its Gaming Operations shall own, be employed by or have any direct or indirect pecuniary interest in any Management Contract or other gaming-related contract related to the Joint Venture. However, nothing in this Section shall prevent the Joint Venture from employing a person with a direct or indirect financial interest in a gaming-related contract which has been submitted to the Bureau of Indian Affairs ("BIA") or NIGC for review and approval during the period of such review, provided that any such employment shall terminate upon

disapproval by the BIA or NIGC of such contract. In order to be entitled to the benefits of this section, the Applicant must disclose the interest to the Tribe in applying for a license.

400.05 **VACANCY AND REMOVAL**

- (1) Any Commissioner or alternate may be removed and replaced by his or her respective Tribe at any time in the manner set forth in Section 400.01 above, for any or no reason, prior to the expiration of his or her respective term. Upon the removal and replacement of a Commissioner or alternate, the subject Tribe shall give the other tribes and any Management Contractor written notice of such change. Any vacancy created by removal, death, retirement or withdrawal of a Commissioner or alternate shall be filled by the subject Tribe in the same manner as an appointment of a Commissioner. Until the Tribe appoints a successor to fulfill the balance of the unexpired term, the alternate Commissioner shall fill the vacant seat on the Gaming Commission and shall have all the powers, duties and voting rights of the Commissioner (s)he replaced.
- (2) In the event any Tribe fails to appoint, reappoint or replace one or more Commissioners or alternates, such position(s) shall remain vacant.

400.06 **QUORUM**

A majority of two Commissioners shall constitute a quorum.

400.07 **MEETINGS**

- (1) The Commission shall meet at such times and frequency as determined by the Commissioners. Any Commissioner may call a special meeting upon three (3) business days notice to the other two Commissioners. It is preferred that all meetings of the Commission take place at the Gaming Facility. A meeting may take place at an alternative location upon the consent of all three Commissioners. An emergency meeting may be held upon the consent of all three Commissioners.
- (2) All meetings of the Commission shall be open to the public except those related to personnel matters or those matters otherwise restricted by law. The Commission may limit public discussion and testimony as it sees fit in accordance with its hearing procedures.

400.08 **VOTING**

- (1) All actions of the Gaming Commission must be authorized by motion and must be passed by a majority vote of the Commissioners then appointed and serving. The decisions of the Commission are final and binding, except in cases where a Commissioner, the Management Contractor, or

management official at the Facility has alleged the Commission has acted outside the scope of its authority, in which case such Commissioner, the Management Contractor, or the General Manager of the Facility may appeal the actions of the Commission to the Inter-Tribal Arbitration Panel.

- (2) In the event any vote results in a tie, the matter shall be scheduled for review at the next Commission meeting. Should there continue to be a deadlock, the Commission or any of the Tribal Councils may refer the matter to the Inter-Tribal Arbitration Panel for resolution.

400.09 BUDGET

- (1) The first year budget of the Commission shall be established by concurrence of the Tribal Councils and shall run concurrently with the Joint Venture's fiscal year. Thereafter, the Commission shall submit a proposed budget to the Tribal Councils no less than ninety (90) days prior to the expiration of the Joint Venture's fiscal year. If no Tribe develops an alternative budget, the proposed budget shall become operative on the first day of the Joint Venture's fiscal year. In the event that any of the Tribal Councils disagree with the proposed budget of the Commission, an Inter-Tribal Budget Committee consisting of two representatives from each Tribe shall develop an alternative budget for consideration. If, after the Inter-Tribal Budget Committee submits an agreed upon alternative budget, the Tribal Councils do not unanimously pass the alternative budget prior to the first day of the Joint Venture's fiscal year, the Commission's proposed budget shall be implemented for that fiscal year.
- (2) Each Tribe shall contribute one-third (33.3%) of the Commission's budget. Each Tribe's share of the budget shall be paid in equal installments on a quarterly basis. In the event a Tribe fails to contribute its share of the budget as required, the Commissioners from the contributing Tribes shall submit an affidavit certifying the delinquency to the Inter-Tribal Arbitration Panel. Upon receipt of the Commissioners' certification, the Inter-Tribal Arbitration Panel shall order that the amount necessary to fulfill the non-contributing Tribe's responsibility for the Gaming Commission's budget be withheld from the Tribe's distribution under the Joint Venture Agreement. All such funds withheld shall be deposited into a trust account established by the Inter-Tribal Arbitration Panel and thereafter distributed to the Gaming Commission as required herein.

400.10 POWERS AND DUTIES

- (1) The Gaming Commission is hereby vested with the authority and power to perform its duties and responsibilities under this Ordinance, and any regulations promulgated in connection herewith.

- (2) The Gaming Commission may adopt such rules of procedure as it determines are reasonably necessary to perform its duties and responsibilities.
- (3) The Gaming Commission shall:
 - (a) Implement and enforce this Ordinance, the Inter-Tribal Minimum Internal Control Standards (hereinafter "MICS"), the NIGC's regulations and the requirements contained in the Compacts.
 - (b) Perform background investigations on all persons employed at the facility including key employees and primary management officials, as required herein.
 - (c) Issue, suspend, revoke, renew and periodically review all gaming licenses as required herein.
 - (d) Audit all gaming records as necessary or appropriate.
 - (e) Recommend changes in the MICS as necessary or appropriate, to the Tribal Councils.
 - (f) Conduct an audit and issue a report regarding the Facility's financial condition and procedures, and MICS compliance. Such report shall be issued at least once a year, not more than 180 days after the completion of the Joint Venture's fiscal year.
 - (g) Formulate, and subject to Tribal Council approval implement, a budget necessary to carry out the Gaming Commission's duties and responsibilities.
 - (h) Appoint a non-voting Executive Director who shall be responsible for the day to day administration of the Gaming Commission. The Executive Director shall be appointed by unanimous vote of the Commission and may be removed by a majority vote of the Commission.
 - (i) Resolve all gaming disputes referred to it pursuant to Section 100.20 above arising from the conduct of Gaming at the Facility.
 - (j) Shall be responsible for providing surveillance personnel to review the operations of the Joint Venture. Such surveillance personnel shall be directly employed and paid by and shall report directly to the Inter-Tribal Gaming Commission.

- (4) The Gaming Commission shall not adopt or utilize MICS which are less restrictive than those set forth in the NIGC regulations.
- (5) The Gaming Commission shall promptly communicate all its licensing and other decisions to the Business Board.

400.11 COMPENSATION

For their services, Commissioners shall receive a sum for each day or portion thereof devoted to their meetings, hearings or investigations as directed by this Ordinance, said sum to be established at the reasonable discretion of the Tribal Councils prior to the beginning of a Gaming Commission term, together with the costs and expenses associated with the performance of their duties and responsibilities.

400.12 CHAIRPERSON

A Chairperson of the Gaming Commission shall be elected annually by a majority of the Commissioners and hold office for a term of one year. The Chairperson shall preside over all Gaming Commission meetings.

400.13 AGENT FOR SERVICE OF PROCESS

For matters pertaining to the NIGC only, the Chairperson of the Gaming Commission, as elected from time to time, shall be designated as the Agent for Service of Process.

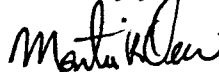
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for each key employee and primary management official, pursuant to 25 C.F.R. § 556.5(a), and an investigative report on each background investigation, pursuant to 25 C.F.R. § 556.5(b), before the Tribal Gaming Commission issues a license to a key employee or primary management official. Additionally, please note that before obtaining and processing potential employees' fingerprints (Gaming Ordinance 100.12(7)(c)(1)), the Tribes must send a certificate to the NIGC stating that personnel who obtain and process potential employees' fingerprints have received proper training in fingerprinting from a law enforcement agency.

Thank you for submitting the ordinance for review and approval. The NIGC staff and I look forward to working with you on future gaming issues.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Montie R. Deer".

Montie R. Deer
Chairman