



VIA FACSIMILE AND
FIRST CLASS MAIL

July 31, 2012

Mr. Don L. Patterson, President
Tonkawa Tribal Committee
1 Rush Buffalo Road
Tonkawa OK. 74653
Fax: (580) 628 – 3375

RE: Amended Gaming Ordinance

Dear President Patterson:

This letter responds to your request for the National Indian Gaming Commission to review and approve the Tonkawa Tribe of Indian of Oklahoma (Tribe) Gaming Ordinance, as amended.

The Tribe's Gaming Ordinance (Ordinance) was authorized by Resolution No. T-R-15-12 on July 3, 2012 (Resolution). In a letter dated July 30, 2012, non-material changes were made to remove Section 2.23 – the definition of "Other Games of Chance" and Section 17.1(D) – the definition of "Conduct" as authorized by the Resolution. The Ordinance was amended and restated in its entirety.

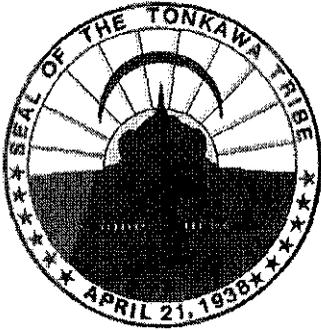
Thank you for bringing the amended Ordinance to our attention. The Ordinance is approved as it is consistent with the requirements of the Indian Gaming Regulatory Act and the NIGC's regulations. If you have any questions, please feel free to contact Staff Attorney Heather McMillan Nakai at (202) 632-7003.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tracie L. Stevens".

Tracie L. Stevens
Chairwoman

cc: Zeke Fletcher, Counsel to the Tonkawa Tribe



**TONKAWA TRIBE OF OKLAHOMA
TONKAWA TRIBAL COMMITTEE**

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TONKAWA, OKLAHOMA 74653

MAY - 3 2012

APRIL 11, 2012

RESOLUTION: T-R-11-12

A RESOLUTION AMENDING THE TONKAWA TRIBE OF OKLAHOMA GAMING ORDINANCE AND AUTHORIZING SUBMISSION OF THE AMENDMENTS TO THE NATIONAL INDIAN GAMING COMMISSION FOR IMMEDIATE APPROVAL.

- WHEREAS:** The Tonkawa Tribe of Oklahoma is a federally-recognized Indian tribe having a government-to-government relationship with the United States through the Tribe's organization under the authority of the Oklahoma Indian Welfare Act of June 26, 1936 (49 Stat. 1967); and
- WHEREAS:** The Tonkawa Tribe is organized under a Constitution and By-Laws approved by the United States Secretary of the Interior on March 16, 1938 and ratified by the citizens of the Tribe on April 21, 1938; and
- WHEREAS:** The Tonkawa Tribe of Oklahoma, by virtue of the provisions of the Oklahoma Welfare Act of 1936, is entitled to all privileges and rights of those Indian tribes organized under Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984);
- WHEREAS:** The Tonkawa Tribe has elected a full governmental Tribal Committee consisting of Don L. Patterson, Tribal President; James E. Schreen, Vice-President; and Candace Myer, Secretary-Treasurer; and
- WHEREAS:** The elected members of the Tribal Committee consistent with the powers provided by the Tonkawa Tribal Constitution and By-Laws are authorized to speak for and act on behalf of the Tonkawa Tribe of Oklahoma, and
- WHEREAS:** Pursuant to Article V, Section 1 of the Tonkawa Constitution the Tonkawa Tribal Committee has the duty and authority to act in the best interest of the Tribe to enact laws to regulate all gaming with the jurisdiction of the Tribe; and
- WHEREAS:** By its previous action, the Tribal Committee determined to become involved in Class II and Class III gaming as such terms are defined in the Indian Gaming Regulatory Act, Public Law 100-497, as codified in 25 U.S.C. § 2701 *et seq.*, and

its implementing regulations promulgated by the National Indian Gaming Commission ("NIGC"); and

WHEREAS: The Tribal Committee adopted a Gaming Ordinance on January 28, 1997, as amended, and duly approved by the NIGC on February 27, 1997, and further amended on February 13, 2006, and such amendment was approved by the NIGC on March 22, 2006, and on January 20, 2012 the NIGC approved T-R-42-09 with further amendments; and

WHEREAS: The Tribal Committee finds it necessary to amend said Gaming Ordinance to resolve inconsistencies and to provide for more efficient regulation of its Gaming Operations.

NOW THEREFORE BE IT RESOLVED, that the Tonkawa Tribal Committee hereby amends Tonkawa Tribal Gaming Ordinance in the form attached to this resolution.

BE IT FURTHER RESOLVED, that the Tribal President is hereby authorized to take all necessary action required to obtaining the full Federal approval of the above amendment to the Gaming Ordinance.

BE IT FURTHER RESOLVED, that this amended section of the Gaming Ordinance shall be effective immediately upon Federal approval.

CERTIFICATION

We, the undersigned officers of the Tonkawa Tribal Committee, do hereby certify that the foregoing Resolution T - R - 11 - 12 was duly adopted this 11TH day of April, 2012, at a duly called special meeting of the Tonkawa Tribal Committee of the Tonkawa Tribe of Oklahoma, by a vote of 3 for, 0 against, and 0 abstaining.



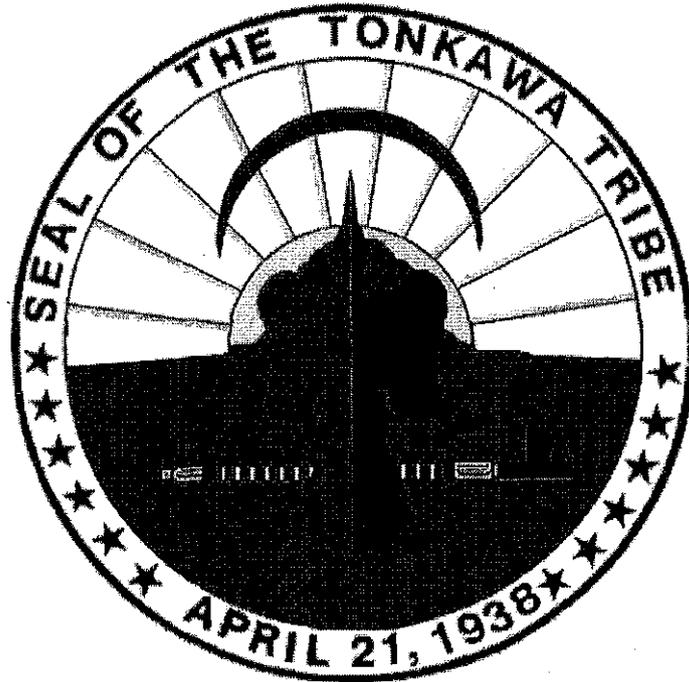
President, Don L. Patterson



Vice-President, James E. Schreen



Secretary-Treasurer, Candace Myer



TONKAWA TRIBE OF INDIANS OF OKLAHOMA

GAMING ORDINANCE

**ENACTED FEBRUARY 19, 1997 BY T-R-06-97 (AND APPROVED BY
THE NIGC ON FEBRUARY 27, 1997)**

**AS AMENDED ON FEBRUARY 13, 2006 BY T-R-02-06 (AND
APPROVED BY THE NIGC ON MARCH 22, 2006)**

**AS AMENDED ON DECEMBER 7, 2009 BY T-R-42-09 (AND
APPROVED BY THE NIGC ON JANUARY 20, 2010)**

**AS AMENDED ON JULY 3, 2012 BY T-R-15-12 (AND APPROVED BY
THE NIGC ON _____, 2012)**

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BE IT ENACTED BY THE PEOPLE OF THE TONKAWA TRIBE OF OKLAHOMA

SECTION 1 - GENERAL PROVISIONS

- 1.1 TITLE.** This Ordinance shall be the Tonkawa Tribe of Oklahoma Gaming Ordinance.
- 1.2 AUTHORITY.** This Ordinance is enacted pursuant to Article V, Section 1, of the Constitution of the Tonkawa Tribe of Oklahoma, and in accordance with the provisions of the Indian Gaming Regulatory Act, 25 U.S.C. Sec. 2710.
- 1.3 PURPOSE.** The purpose of this Ordinance is to regulate all gaming activity conducted within the jurisdiction of the Tonkawa Tribe of Oklahoma on Indian Lands, and to promote Tribal economic development.
- 1.4 EFFECTIVE DATE.** This Ordinance shall be effective on the date of enactment by the Business Committee of the Tonkawa Tribe of Oklahoma.
- 1.5 ABROGATION AND GREATER RESTRICTIONS.** Where this Ordinance imposes greater restrictions than those contained in other Tribal ordinances, the provisions of this Ordinance shall govern.
- 1.6 INTERPRETATION.** In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall not be deemed a limitation or repeal of any other Tribal power or authority.
- 1.7 SEVERABILITY.** If any section, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.
- 1.8 SOLE PROPRIETARY INTEREST.** It is the purpose and intention of this Ordinance that the Tribe shall have the sole proprietary interest in and responsibility for the conduct of any gaming operation.
- 1.9 PROTECTION OF THE ENVIRONMENT, PUBLIC HEALTH AND SAFETY.** The Tribe shall construct, maintain and operate any gaming facility which falls within the scope of this Ordinance in a manner that adequately protects the environment and the public health and safety.

SECTION 2 - DEFINITIONS

- 2.1 GENERAL DEFINITIONS.** For the purpose of this Ordinance, the following definitions shall be used. Words used in the present tense include the future; the singular includes the plural; and the plural includes the singular. The word "shall" is mandatory, and the word "may" is permissive.
- 2.2 TONKAWA BUSINESS COMMITTEE (OR "TRIBAL COMMITTEE")** shall mean the organization of the Tonkawa Tribe of Oklahoma whose purpose is, and to whom power is delegated herein to conduct, manage, oversee, and administer the operation of all gaming conducted on Indian Lands.
- 2.3 TONKAWA TRIBAL GAMING COMMISSION ("TTGC" or "COMMISSION")** shall mean the Tribal gaming regulatory commission responsible for enforcement of this Ordinance.
- 2.4 BINGO** shall mean bingo or lotto (whether or not electronic, computer or other technologic aids are used) when players play for prizes with cards bearing numbers of designations, cover numbers or designations when objects similarly numbered or designated are drawn or electronically determined, and where the game is won by the first player to cover a designated pattern on such cards; and, when played in the same location as bingo or lotto, pull tabs, punch boards, tip jars, instant bingo, and other games similar to bingo, and all card games that Oklahoma State law explicitly authorizes or does not prohibit and that are played in conformity with any state laws and regulations concerning hours, periods of operation, limitations on wages and plot limits.
- 2.5 CASINO** shall refer to any Tribal gaming facility where Class I, Class II or Class III Gaming is conducted.
- 2.6 CLASS I GAMING, CLASS II GAMING, AND CLASS III GAMING** shall have the meanings ascribed to them by the Indian Gaming Regulatory Act, 25 U.S.C. Sec. 2701, et seq.
- 2.7 COUNCIL** shall refer to the Tribal council of the Tonkawa Tribe of Oklahoma, consisting of the adult membership of the Tribe.
- 2.8 COMPACT** shall refer to the Tonkawa Tribe of Oklahoma/State of Oklahoma Gaming Compact governing the conduct of Class III gaming on the Tonkawa Reservation. Nothing in this Ordinance shall limit the ability of the Tribe to conduct Class II gaming.

- 2.9 **GAMING** shall mean any game played with cards, equipment or any mechanical, electromechanical, or electronic device or machine for money, property, checks, credit or any representative of value, including, without limiting the generality of the foregoing, faro, monte, keno, bingo, fan-tan, blackjack (21), seven-and-a-half, Klondike, craps, poker, chuck-a-luck, Chinese chuck-a-luck (dai shu), wheel of fortune, chemin de fer, baccarat, pai gow, beat the banker, panguingui, slot machine, any banking or percentage game or any other game or device approved by the Commission, or by the Compact, or by federal law, but does not include games played with cards in private homes or residences in which no person makes money for operating the game, except as a player, or in which prizes, chance, or consideration are absent. Nothing herein shall be construed as permitting individually owned gaming.
- 2.10 **GAMING ENTERPRISE** shall mean any commercial business owned by the Tribe and operated, in part or in whole, for the conduct of Class II or Class III gaming, or any other permitted form of gaming exclusive of Class I gaming.
- 2.11 **GAMING OPERATOR** shall mean a person, organization, or entity that conducts the management of gaming at a Tribal gaming enterprise, including an entity entering into a management contract with the Tribe or with any duly authorized division or subordinated business organization thereof.
- 2.12 **GAMING TEST LABORATORY** shall mean, as contemplated by the Compact, a laboratory agreed to and designated in writing by the State of Oklahoma and the Tribe as competent and qualified to conduct scientific tests and evaluations of video games of chance and related equipment; a laboratory operated by or under contract with the States of Minnesota, or Nevada, New Jersey, or South Dakota, constitutes a designated gaming test laboratory, or any other laboratory the TTGC deems sufficient.
- 2.13 **IMMEDIATE FAMILY MEMBER** shall mean an individual who is related as a father, mother, son, daughter, or persons residing in the same household.
- 2.14 **INDIAN LANDS** shall mean lands within the limits of an Indian reservation; or land over which an Indian tribe exercises governmental power that is either held in trust by the United States for the benefit of any Indian tribe or individual; or held by an Indian tribe or individual subject to restriction by the United States against alienation.
- 2.15 **KEY EMPLOYEE** shall mean a person who performs one or more of the following functions: Bingo caller, Counting room supervisor, Chief of security, Custodian of gaming supplies or cash, Floor manager, Pit boss, Dealer, Croupier, Approver of credit, or Custodian of gaming devices (including persons with access to cash and accounting

records within such devices); or, if not otherwise included, any other person whose total cash compensation is in excess of \$50,000.00 per year; or, if not otherwise included, the four most highly compensated persons in the gaming operation; or, any other person deemed by the TTGC to be a key employee.

- 2.16 LICENSE** shall mean the permission by authority of the Tonkawa Tribal Gaming Commission to do an act which without such permission said act shall be illegal.
- 2.17 LICENSEE** shall mean any person, entity, or organization granted a license pursuant to the provisions of this Ordinance.
- 2.18 MANAGEMENT CONTRACT** means a contract within the meaning of 25 U.S.C. §§ 2710(d)(9) and 2711 and 25 CFR Part 500.
- 2.19 MANAGEMENT CONTRACTOR** means a natural person or entity that has entered into a management contract with the Tribe or the Enterprise which has been approved pursuant to 25 U.S.C §§ 2710(d)(9), 2711 and Section 6 of this Ordinance.
- 2.20 NATIONAL INDIAN GAMING COMMISSION (OR "NIGC")** shall mean the federal agency known as the National Indian Gaming Commission created by the Indian Gaming Regulatory Act to provided federal oversight of Gaming conducted pursuant to the IGRA.
- 2.21 NET REVENUES** shall mean the gross gaming revenues of an Indian gaming operation less amounts paid out as, or paid for, prizes and total gaming related operating expenses, excluding management fees.
- 2.22 OTHER COMPACT** shall mean such agreement(s) as may in the future be entered into between the Tribe and the State of Oklahoma, or such governing body as has the right to issue such compacts, governing Class II or Class III gaming.
- 2.23 OTHER GAMES OF CHANCE** shall mean games similar to traditional bingo or in which colors, symbol or symbols are determined by chance. Such games may be played using pull tabs, raffles, tip boards, punch boards, tip jars, paddle wheels, gaming tables, tokens, satellite games of chance; or shall have the same meaning as the terms in the act of 1988 codified at 25 U.S.C. 2703(7)(A). Any games which are not prohibited by the criminal laws of the State of Oklahoma, or which are subject to permissive regulation pursuant to Oklahoma Law, shall be included in this definition.
- 2.24 PERSONS ACTING UNDER THE AUTHORITY OR AUSPICES OF THE TRIBE** shall mean:

A) Persons employed by the Tribe for the specific purpose of managing, conducting, or participating in the conduct of gaming; and

B) Persons acting pursuant to a written management contract.

Any other person, including persons alleging oral authorization by the Tribe, shall be regarded as a "non authorized person" for the purposes of this Ordinance.

2.25 PRINCIPAL means, with respect to any person:

2.22.1 Each of a management contractors' or vendors' officers and directors;

2.22.2 Each of a management contractors' or vendors' principal management employees, including any chief executive officer, chief financial officer, chief operating officer or general management;

2.22.3 Each of a management contractors' or vendors' owners or partners, if an unincorporated business;

2.22.4 Each of a management contractors' or vendors' shareholders who own more than five percent of the shares of the corporation, if a corporation;

2.22.5 Each person other than a chartered banking institution who has provided financing for the entity constituting more than five percent of the total financing of the entity; and

2.22.6 Each of the beneficiaries, or trustees of a trust.

2.26 PRIMARY MANAGEMENT OFFICIALS shall mean:

2.23.1 The person having management responsibility for or under a management contract; or

2.23.2 Any person who has the authority to:

(A) hire and fire employees; or

(B) set up working policy for the Gaming Enterprise; or

2.23.3 The chief financial officer, financial director, or other person who has financial management responsibilities for the Enterprise.

2.27 **TRIBE** shall refer to the Tonkawa Tribe of Oklahoma.

2.28 **VIDEO LOTTERY TERMINAL** shall mean electronic or electromechanical video devices that simulate Class II or Class III games, or other gaming forms, which are activated by insertion of a coin, token, currency, or credit card devices, and which award game credits, cash token, or replays, and/or contain a meter to record unplayed credits or replays.

SECTION 3 - ADMINISTRATION AND REGULATION

3.1 **ADMINISTRATION BY TONKAWA GAMING COMMISSION.** The full power and authority of the Tribe with respect to all gaming conducted within the jurisdiction of the Tribe on Indian Lands is hereby granted by the Tribe to the Gaming Commission. The Gaming Commission will oversee all gaming, gaming enterprises and gaming operators upon Indian Lands and over any gaming activity in which the Tribe has a proprietary interest.

3.2 **GAMING COMMISSION.**

A) The Tribe hereby establishes a Tribal Gaming Commission whose duty it is to regulate tribal gaming operations. The Tribal Gaming Commission shall consist of three (3) members. There shall be among them a Chairperson, Vice-Chairperson, and at least one additional Commissioner. The Tribal President shall serve as an ex-officio member of the Commission.

B) The purpose of the Tribal Gaming Commission is regulatory, not managerial. The Commission will conduct oversight to ensure compliance with Tribal, Federal, and, if applicable, State laws and regulations. The Commission will serve as the licensing authority for individuals employed in the gaming operation and will administer background investigations as part of the licensing process. The Commission will also have a role in monitoring compliance with the internal control standards for the gaming operation and in tracking revenues. In order to carry out its regulatory duties, the Commission shall have unrestricted access to all areas of the gaming operation and to all records. The Commission shall have authority to take enforcement actions, including suspension or revocation of an individual gaming license when appropriate.

C) The Tribe recognizes the importance of an independent Tribal Gaming Commission in maintaining a well-regulated gaming operation. The Commission shall be and act independently and autonomously from the Tribal Committee in all matters within its purview. To avoid potential conflicts of interest between the operation and regulation of the gaming facility, the Tribe hereby finds that, at a minimum:

1. No member of the Tribal Committee may serve on the Gaming Commission;
2. No Immediate Family Member of any Tribal Committee member may serve on the Gaming Commission;
3. Members of the Gaming Commission and TTGC employees are prohibited from gambling in any of the Tribe's gaming facilities; and
4. Members of the Gaming Commission and TTGC employees are prohibited from accepting complimentary items from the gaming operation, excepting food and beverages valued at fifty dollars (\$50.00) or less.
5. Members of the Gaming Commission and TTGC employees are prohibited from accepting complimentary items from any current or prospective licensee.

D) Tribal Gaming Commissioner positions shall be filled through appointment by Tonkawa Tribal Committee.

E) Nominees for positions of Tribal Gaming Commissioners must satisfy the suitability standards set forth for key employees and primary management officials, found in this Ordinance. Such background investigations shall be performed under the direction of a third party qualified to perform such background investigations.

F) The Tribal Gaming Commission shall:

1. Conduct or cause background investigations to be conducted on, at a minimum, primary management officials and key employees;
2. Review and approve all investigative work conducted;
3. Report results of background investigations to the NIGC;
4. Obtain and process fingerprints, or designate a law enforcement agency to obtain and process fingerprints;

5. Make suitability determinations, which shall be signed by the Chairman of the Gaming Commission;
6. Issue gaming licenses to primary management officials and employees of the operation, consistent with the suitability determination;
7. Inspect, examine and monitor all gaming activities, and have immediate access to review, inspect, examine, photocopy and audit all records of the gaming establishment;
8. Ensure compliance with all Tribal, State, and Federal laws, rules, and regulations regarding Gaming;
9. Investigate any suspicion of wrongdoing associated with any gaming activities or the gaming operation;
10. Hold hearings at the discretion of the TTGC on patron and/or employee complaints, in compliance with procedures established in the gaming ordinance and other Tribal gaming regulations;
11. Ensure compliance with any and all reporting requirements under the IGRA, Tribal-State compact to which the Tribe is a party, and any other applicable law;
12. Promulgate and issue regulations necessary to comply with the Tribe's and the NIGC's minimum Internal Control Standards (MICS);
13. Promulgate and issue regulations on the levying of fees and/or taxes associated with gaming license applications;
14. Promulgate and issue regulations on the levying of fines and/or suspension or revocation of gaming licenses for violations of the gaming ordinance, or any other Tribal, Federal, or State, if applicable, gaming regulations;
15. Place conditions, suspend, revoke, levy fines, or otherwise take necessary action relating to any and all gaming licenses, whether for entities or individuals, issued by the TTGC; and

16. Perform such other duties the Commission deems appropriate for the proper regulation of the Tribal gaming operation.

- G. The Gaming Commission shall ensure that all records and information obtained as a result of an employee background investigation shall remain confidential and shall not be disclosed to persons who are not directly involved in the licensing process. Under no circumstances shall information obtained during the course of an employee background investigation be disclosed to members of management, human resource personnel or others employed by the tribal gaming operations.

This Section does not apply to requests for such information or records from any Tribal, Federal or State law enforcement or regulatory agency, or for the use of such information or records by the Commission and staff in the performance of their official duties.

- H. Terms of office for Tribal Gaming Commissioners shall be two (2) years. Each Commissioner shall serve until the Tribal Business Committee appoints a successor.
- I. The following persons are not eligible to serve as Tribal Gaming Commissioners: Tribal Committee members, while serving as such; employees of the gaming operation, while service as such, gaming contractors (including any principal of a management or other contracting company); persons directly related to or sharing a residence with any of the above; persons ineligible to be key employees or primary management officials. Tribal members previously convicted of a felony, of embezzlement, of theft, or of any other money-related crime or honesty-related crime (such as fraud) will only be allowed if the Tonkawa Tribal Committee specifically finds a significant amount of time has passed and that the person is now of trustworthy character. The Tribal Committee shall require a criminal history check with appropriate law enforcement agencies and shall review this criminal history report and make an appropriate suitability determination before appointing an individual to a position as a Tribal Gaming Commissioner.
- J. The independence of the Tribal Gaming Commission is essential to a well-regulated gaming operation. For that reason, Commissioners may only be removed from office by the Tribal Committee prior to the expiration of their respective terms for neglect of duty, misconduct, malfeasance, or other acts that would render a Commissioner unqualified for his/her position. Any allegations of neglect of duty, misconduct, malfeasance, or other acts that would render him or her unqualified for his/her position must be substantiated by a preponderance of

the evidence. Commissioners will be given an opportunity to provide evidence rebutting the grounds for their proposed removal before the removal is considered. A vote of the Tribal Committee on the validity of the removal shall be final and not subject to further appeal.

- K. A majority of the Commission shall constitute a quorum. The concurrence of a majority of the members appointed to the Commission shall be required for any final determination by the Commission. The Commission may act in its official capacity even if there are vacancies on the Commission.
- L. Tribal Gaming Commissioners shall be compensated at a level determined by the Tribal Committee. Commissioner compensation shall not be based on a percentage of gaming revenue to ensure the Commission is not improperly influenced.
- M. The Commission shall keep a written record of all its meetings.

3.3 SOVEREIGN IMMUNITY OF THE COMMISSION. The TTGC is clothed by federal and tribal law with all the privileges and immunities of the Tribe, except as specifically limited by this Ordinance, including sovereign immunity from suit in any state, federal or tribal court. Nothing in this Ordinance shall be deemed or construed to be a waiver of sovereign immunity of the Commission from suit, which shall only be waived pursuant to Section 3.4 below. Nothing in this Ordinance shall be deemed or construed to be consent of the TTGC to the jurisdiction of the United States or of any state or of any other tribe, or any mediator or arbitrator with regard to the business or affairs of the Commission.

3.4 WAIVER OF SOVEREIGN IMMUNITY OF THE COMMISSION. Sovereign immunity of the TTGC may be waived only by express resolutions of both the Commission and the Tribal Committee after consultation with its attorneys. Waivers of sovereign immunity are disfavored and shall be granted only when necessary to secure a substantial advantage or benefit to the Commission. Waivers of sovereign immunity shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds, if any, of the TTGC and shall specify the court having jurisdiction and the law applicable. Neither the power to sue and be sued, nor any express waiver of sovereign immunity by resolution of the Commission shall be deemed a consent to the levy of any judgment, lien or attachment upon property of the Commission other than property specifically pledged or assigned, or a consent to suit in respect to any land within the exterior boundaries of the Reservation or a consent to the alienation, attachment or encumbrance of any such land.

- 3.5 SOVEREIGN IMMUNITY OF THE TRIBE.** All inherent sovereign rights of the Tribe as a federally-recognized Indian tribe with respect to the existence and activities of the TTGC are hereby expressly reserved, including sovereign immunity from suit in any state, federal or tribal court. Nothing in this Ordinance, nor any action of the TTGC, shall be deemed or construed to be a waiver of sovereign immunity from suit of the Tribe; or to be a consent of the Tribe to the jurisdiction of the United States or of any state or any other tribe with regard to the business or affairs of the Commission or the Tribe; or to be a consent of the Tribe to any cause of action, case or controversy, or to the levy of any judgment, lien or attachment upon any property of the Tribe; or to be a consent to suit with respect to any land within the exterior boundaries of the Reservation, or to be a consent to the alienation, attachment or encumbrance of any such land. Any contract relating to gaming activities that includes a waiver of the Tribe's immunity shall provide Tribal Court review of any contractual dispute and the contract shall also provide Tribal Court review shall be the court of last resort, not subject to review by any state or federal court.
- 3.6 CREDIT OF THE TRIBE.** Nothing in this Ordinance or any activity of the TTGC shall implicate or any way involve the credit of the Tribe.
- 3.7 ASSETS OF THE COMMISSION.** The TTGC shall have only those assets specifically assigned to it by the Tribal Council or acquired in its name by the Tribe or by it on its own behalf. No activity of the TTGC or any indebtedness incurred by it shall implicate or in any way involve any assets of tribal members or the Tribe not assigned in writing to the TTGC.

SECTION 4 - GAMES ALLOWED

- 4.1 ALLOWED GAMES.** The Gaming Enterprise, on behalf of the Tribe, may conduct Class I, Class II gaming, and all types of Class III gaming authorized by a Compact entered into pursuant to IGRA, or permitted by applicable federal law. No person under the age of 18 shall be permitted to place any wager, directly or indirectly, on any Gaming.
- 4.2 OTHER GAMES PROHIBITED.** No person acting under the authority or auspices of the Tribe shall conduct or participate in the conduct of any Class II/III games on Indian Lands other than the games provided for in Section 4.1 above.
- 4.3 NOT AUTHORIZED GAMING.** No non-authorized person shall conduct, participate or assist in the conduct of any Class II/III game on Indian Lands.

SECTION 5 - RULES OF PLAY FOR GAMING

- 5.1 **COMPACT.** All games conducted pursuant to Section 4.1 above shall be conducted in accordance with the Rules of Play pertinent to such games as set out in the compact or amendments to the compact or IGRA.
- 5.2 **CASINO HOURS.** Hours of play shall be established by the Gaming Enterprise, approved by the TTGC, and publicly displayed at each Casino.
- 5.3 **GAMING AGE LIMITS.** No persons under the age of 18 shall play or be permitted to participate in any Gaming, nor shall any prize or winning be paid to such person, notwithstanding that by their play they otherwise qualified for such a prize or winning.
- 5.4 **EMPLOYMENT AGE LIMIT.** No person under the age of 18 may conduct or be employed in the conduct of any Gaming.
- 5.5 **INTOXICATION.** No person who is visibly intoxicated will be served alcohol, and at the discretion of the Gaming Enterprise or the TTGC, may be prohibited from engaging in further Gaming.
- 5.6 **CREDIT.** No person acting under the authority or auspices of the Tribe shall extend credit to any person for the purposes of gaming, nor shall any other person be allowed to extend such credit for a fee while on the premises, other than by means of bank card, or credit card transactions such as would normally be permitted at retail businesses located within the State of Oklahoma.

SECTION 6 - MANAGEMENT CONTRACTS

- 6.1 **PROPOSALS FOR MANAGEMENT.** No proposal for management of the Tribe's Casinos shall be considered by the Tribal Committee unless submitted in writing; and
- A) Shall state the names and addresses of all Principals involved in the management enterprise. If the proposed management enterprise is a corporation it shall state 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 or any other person or business entity of any kind whatsoever with any interest therein.

- B) Shall state clearly, in general (but concrete) terms, the services proposed, the duration of the agreement and the nature of the compensation sought.
- C) Shall not state or propose any term in violation of 25 U.S.C. 2711.

6.2 APPROVAL OF MANAGEMENT. The Commission may approve any management contract entered into by the Tribe or by the Enterprise only if the Commission determines that such contract provides at a minimum:

- A) That all gaming covered by the contract will be conducted in accordance with the IGRA, NIGC regulations, the Compact and this Ordinance.
- B) For the establishment and maintenance of satisfactory accounting systems and procedures, and dispute resolution procedures that shall, at a minimum:
 - 1. include an adequate system of internal accounting controls;
 - 2. include the preparation of financial statements in accordance with generally accepted accounting principles.
 - 3. For immediate access to the gaming operation, including its books and records, by appropriate Tribal officials who shall have a right to verify the daily gross revenues and income made from any gaming activity.
 - 4. For verifiable financial reports that are prepared by or for the Tribal Committee on a monthly basis including, but not limited to, the amount distributed to the Tribe each month.
 - 5. For a minimum guaranteed payment to the Tribe that has preference over the retirement of development and construction costs.
 - 6. For an agreed ceiling for repayment of development and construction costs.
 - 7. For a contract term not to exceed five years, except that, upon the request of the Tribe, a contract term of not more than seven years may be approved where the capital investment required and the income projections for the gaming activity require the additional time.
 - 8. For grounds and mechanisms for terminating such contract.
 - 9. For preference to Native Americans in the hiring of employees for the licensed gaming operation.
 - 10. For a fee based upon a percentage of the net revenues of a licensed gaming operation that is reasonable in light of surrounding circumstances. Such fee shall not exceed twenty (20%) of the net revenues.
 - 11. include Tribal Court review of any disputes between the Tribe and a management contractor.

C) **Contract Disapproval.** The Commission shall not approve any management contract if it determines that:

1. Any person listed in Section 14.01.1(A):
 - (a) is an elected member of the Tribal Committee; or
 - (b) has been or subsequently is convicted of any felony or gaming offense; or
 - (c) has knowingly and willfully provided materially important false statements or information to the Commission or Tribal officials or has refused to respond to questions propounded under Section 14.01.3; or
 - (d) has been determined 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, and activities in the conduct of gaming or the carrying on of the business and financial arrangements thereto; or
 - (e) the requirements of Section 6.2 have not been met.
2. The management contractor has, or has attempted to, unduly interfere with or influence for its gain or advantage any decision or process of the Tribal Government relating to gaming activity; or
3. The management contractor has deliberately or substantially failed to comply with the terms of the management contract or the provisions of the IGRA, NIGC regulations, the Compact or this Ordinance.

D) **Modifying or Voiding Contract.** The Commission, after notice and hearing, shall have the authority to require appropriate contract modifications or may void any management contract if it subsequently determines that any of the provisions of this Ordinance, TTGC Regulations, or the management contract itself have been violated.

E) **Conveying Interest in Land.** No management contract shall transfer or in any manner convey any interest in land or other real property, unless specific statutory authority exists and unless clearly specified in writing in the contract.

- F) **Fee for Costs of Investigation.** The Commission shall require a potential contractor to pay a fee to cover the cost of investigation necessary to reach a determination required by this Title.
- G) **Approval by Tribal Committee.** The Commission shall approve no management contract unless first reviewed and approved unanimously by the Tribal Committee through resolution. All Tribal Committee members must vote on a management contract for the approval to be valid.
- H) **Approval by Tribal Council.** After the Commission approves a management contract pursuant to this Section 6.2, the approval of the management contract shall be subject to a referendum vote of the eligible voters of the Council, wherein a simple majority of the voting members of the Council must vote affirmatively to approve the management contract for the contract to be approved. In order for the vote to be valid, at least 30% of the eligible voters of the Council must participate in the vote.
- I) **Submission to National Indian Gaming Commission.** After the Commission has given its approval of a management contract, the Commission shall submit such contract to the NIGC for its approval. Any such contract shall not take effect until the NIGC has approved it, including any amendments required by the NIGC.

SECTION 7 - GAMING VENDORS

- 7.1 **LICENSE REQUIRED.** 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 gaming, for an amount exceeding \$25,000.00 in any year, unless said contractor holds a gaming license issued by the TTGC, or it is exempt from such requirement pursuant to the Compact.
- 7.2 **CONFLICTS OF INTEREST.** No person employed by the Tribe in the conduct of gaming may have a direct or indirect interest in any entity, or be employed by any person, who has entered into a gaming related contract with the Tribe.

SECTION 8 - CONSENT TO JURISDICTION

- 8.1 **MANAGEMENT, VENDORS, EMPLOYEE.** Any non-member of the Tribe participating under a gaming management contract with the Tribe, participating in a vendor or lessor relationship related to gaming, and any other non-member of the Tribe

employed in the conduct of gaming, shall by virtue of such participation or employment be deemed to have consented to the Civil and Criminal jurisdiction of the Tribe and its courts.

- 8.2 PLAYERS.** In addition, any non-member player at a Tribal gaming enterprise shall be deemed by virtue of such play to have consented to the civil and criminal jurisdiction of the Tribe, in relation to such disputes arising from their presence and play at such gaming enterprises.

SECTION 9 - DISPUTE RESOLUTION

- 9.1 MANAGER'S RESPONSIBILITY.** It shall be the responsibility of the manager of a particular gaming enterprise, or the manager's designee, to resolve such disputes as may be initiated by a player arising from the conduct of play at such facility.
- 9.2 NAME DISPLAY.** The name of the manager with responsibility for a specific gaming enterprise shall be prominently displayed at such gaming enterprise.
- 9.3 MANAGER'S DESIGNEE.** At all times, when the manager is not available, said manager shall designate a specific person as the manager designee for purposes of dispute resolution and the name of the person so designated at that specific time shall also be prominently displayed. Such designee shall act in place of the manager to resolve disputes during the time authorized.
- 9.4 NOTICE OF GRIEVANCE.** Any aggrieved player shall immediately bring such grievance to the notice of the employee(s) involved and, if unsatisfied by the result, thereupon must bring such grievance to the attention of the manager of the designee.
- 9.5 DELAYS IN REPORTING.** Any delay in reporting such a grievance to the gaming manager, or designee, may be considered by the gaming manager 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 manager or designee(s) justify the summary dismissal of the grievance.
- 9.6 MANAGER'S DECISION.** Except where circumstances require further investigation or consultation, the manager/designee shall deliver the decision during the session at which the grievance is brought to their attention. Upon request of the player, the manager/designee's decision shall be made in writing and time stamped.

- 9.7 **APPEAL.** A player who has timely submitted a grievance for resolution by the manager/designee and who is dissatisfied with the result may appeal such decision to the TTGC.
- 9.8 **REQUIREMENTS OF APPEAL.** Such appeal shall be in writing, contain a statement of the facts, and the grounds for the appeal, and shall be delivered or postmarked within five (5) days of the occurrence giving rise to the grievance.
- 9.9 **INITIAL REVIEW.** Where the manager/designee's decision is delayed beyond the session at which the grievance allegedly arose, the time of the appeal shall be five (5) days from the date the manager/designee delivers the decision.
- 9.10 **NOTICE OF PROCEDURES.** Notice of these dispute resolution procedures or a summary thereof shall be posted at each gaming enterprise, and shall contain the address for the notices to be delivered to.

SECTION 10 - GAMING MANAGERS

- 10.1 **NAME PUBLISHED.** For each gaming enterprise whether Tribally managed or managed pursuant to a management contract, the Gaming Enterprise shall establish and publish the name of the individual designated as Gaming Manager for that Gaming Enterprise.
- 10.2 **DUAL MANAGEMENT.** In no case other than in an emergency and for a period not to exceed 30 days shall the Gaming Enterprise designate the same person as manager of more than one gaming enterprise. This section does not preclude the Tribe from appointing or hiring a chief executive officer or similar designation to oversee the Gaming Enterprise.
- 10.3 **MANAGER'S DUTIES.**
- A) To hire and promote Gaming Enterprise employees pursuant to such policies as may from time to time be promulgated or approved by the Gaming Enterprise, and at such salary ranges and other compensation as may be directed by the Gaming Enterprise or established by regulation/policies approved by the TTGC.
 - B) To supervise, manage, and discipline said employees, pursuant to regulations/policies approved by the TTGC.

- C) To enter into agreements for the purpose of lease of gaming services supplies, equipment, and promotion, except any agreement in excess of \$2,500.00 shall require the approval of the TTGC, subject to licensing requirements.
- D) To enter into agreements for the purchase or lease of services, supplies, and equipment for the repair and maintenance of the gaming enterprise, subject to the restrictions set forth in C) of this section.
- E) To draft regulations and policies relating to personnel, purchasing, leasing, promotion and other management concerns, and hours and rules, preferably in consultation, cooperation and joint agreement with other managers for submission for approval by the TTGC.
- F) To operate such games as are authorized at the gaming enterprise at which they are responsible, together with purveying related food services, pursuant to the compact and such more specific directions as may from time to time be established.
- G) To submit monthly financial reports, entailing at a minimum: 1) an itemized statement of the gross receipts; 2) an itemized list of toll expenditures; 3) a balance sheet/income statement for their facility, prepared in accordance with generally accepted accounting principles (including revenue distributed to the Tribe each month); and 4) the beginning and ending balance in each gaming account together with their identifying number and location.

SECTION 11 - GENERAL GAMING PERSONNEL STANDARDS

11.1 PROHIBITED PERSONNEL. Notwithstanding any other provision herein or any other Tribal law, no person shall be appointed to the TTGC or to any gaming enterprise, nor shall be allowed to continue in such appointment or employment, who has been convicted of, or entered a plea of guilty, or no contest to any of the following, unless the person has been pardoned.

- A) A felony, other than a felony conviction for any offense under section B) through D) below, during the past ten (10) years;
- B) Any gambling related offense;
- C) Fraud or misrepresentation in any connection; and
- D) A violation of a Tribal ordinance regulating or prohibiting gaming.

- 11.2 OTHER PROHIBITIONS.** Irrespective of whether such person qualifies under Section 11.1 above, anyone 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, shall be prohibited from holding any of the positions enumerated in Section 11.1, as determined by the TTGC.
- 11.3 REVIEW.** 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 Sections 11.1 and 11.2.

SECTION 12 - ENFORCEMENT

- 12.1 FINES FOR VIOLATION OF RULES OR ORDINANCES.** In addition to firing or other disciplinary action taken by the Tribe or its agents in their role as employer, an employee, player, or other person subject to this Ordinance shall be subject to a forfeiture of up to \$5,000.00 (per violation) plus costs for each violation of this Ordinance.
- 12.2 FINES FOR FALSE STATEMENTS.** In addition to firing or other disciplinary action taken by the Tribe or its agents in their 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 gaming, including but not limited to representations required by this Ordinance shall be subject to a forfeiture of up to \$5,000.00 (per violation) plus costs for each violation.
- 12.3 FINES RELATING TO RECORDS.** In addition to firing or other disciplinary action taken by the Tribe or its agents in their role as employer, an employee, a contractor, or other person who tampers with or destroys records or otherwise impedes or obstructs gaming shall be subject to a forfeiture of up to \$5,000.00 per violation plus costs per violations.
- 12.4 JURISDICTION.** The TTGC shall have the jurisdiction to enforce the sanctions provided for violation of this Ordinance. The decision of the TTGC relating to any hearings conducted under this Ordinance are final and are not subject to review by any

court whether tribal, federal, or state, and are not subject to review by mediators or arbitrators.

SECTION 13 - USE OF REVENUES

- 13.1 APPROVED USES.** The net revenues from the gaming activity contemplated by this Ordinance and the compact shall be used as set forth in the Indian Gaming Regulatory Act, 25 U.S.C. 2701, et seq. In the event the Tribe distributes net revenues to tribal citizens per capita, such distributions shall be done in accordance with a Revenue Allocation Plan duly approved by the Department of the Interior.
- 13.2 ACCOUNTS FOR GAMING RECEIPTS.** The Tribal Gaming Manager and/or Bingo Manager shall create a special account in which all gaming receipts shall be deposited daily. Gross receipts derived from the conduct of gaming shall not be commingled with any other Tribal funds.

SECTION 14 - FINANCIAL AUDIT

At the close of each fiscal year (commencing with the current Tribal fiscal year), the TGC shall engage an independent Certified Public Accountant to audit the books and records of all Gaming Operations conducted under this Ordinance. The audit shall be completed within ninety (90) days after the close of the fiscal year. Upon completion of the audit, the TGC shall forward copies of any audit reports and management letter to the National Indian Gaming Commission. The TGC shall engage auditors experienced in auditing Class III Gaming who shall perform the audit on conformity with the most current edition of "Accounting and Audit Guide – Casinos" published by the American Institute of Certified Public Accountants. All gaming-related contracts that result in purchases of supplies, services, or concessions for more than \$25,000.00 in any one year (except contracts for professional legal or accounting services) shall be included within the scope of the audit.

SECTION 15 - BACKGROUND INVESTIGATIONS

- 15.1 INVESTIGATION PRIOR TO EMPLOYMENT.** The TTGC or other appointing employing authority shall conduct a criminal background check and any other such investigation as may be deemed necessary prior to the appointment or employment of any person subject to the standards in Section 11.1 and 11.2 above including, but not limited to, fingerprint checks as set forth in Section 18 hereof.

- 15.2 RECORD RETENTION.** All records pertaining to the investigation and determinations required by Sections 11.1 and 11.2 above shall be retained by the appointing/employing authority for a period of at least three (3) years after conclusion of employment.
- 15.3 SUBJECT TO COMPACT PROVISIONS.** All TTGC board members and all gaming activity employees shall be subject to all applicable provisions of the compact.
- 15.4 CONTENTS OF QUESTIONNAIRES.** The Tribe shall receive from every Board member or officer, every member, every primary management official and each key employee, a background questionnaire containing at least the following information:
- A) Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, and gender;
 - B) A current photograph, driver's license number, and a list of all languages spoken or written;
 - C) Business and employment positions held, and business and residence addresses currently and for the previous ten (10) years, the city, state and country of residence from age eighteen (18) to the present.
 - D) The names and current addresses of at least three (3) personal references, including one personal reference who was acquainted with the person at each difference residence location for the past five (5) years;
 - E) Current business and residence telephone numbers;
 - F) A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
 - G) A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
 - H) The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit relating to gaming, whether or not such license was granted;
 - I) For each gaming offense and for each felony for which there is an ongoing prosecution or a conviction, the name and address of the court involved, the charge, and the dates of the charge and of the disposition;

- J) For each gaming offense and for each felony for which there is an ongoing prosecution or a conviction, the name and address of the court involved, the charge, and the dates of the charge and of the disposition;
- K) 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 this Section, the criminal charge, the name and address of the court involved and the date and disposition;
- L) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted.

15.5 PRIVACY ACT NOTICE AND FALSE STATEMENTS NOTICE.

- A) The following notice shall be placed on top of the application form for key employees and/or primary management officials regarding privacy:

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 granted a gaming license. The information will be used by the Tribal gaming regulatory authorities and by the 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 issuance, denial, or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to license you for a primary management official or key employee position.

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

- B) The Tribe shall notify in writing existing key employees and primary management officials that they shall either:
 - 1) Fill out a new application that contains a privacy act notice; or

2) Sign a form that contains the contents of the privacy act notice and consent to the routine uses described in that notice.

C) The following notice shall be placed on top of the application form for key employees and/or primary management officials regarding false statements:

A false statement on any part of your license application may be grounds for denying a license or the suspension or revocation of a license. Also, you may be punished by fine or imprisonment (18 U.S.C. § 1001), as well as enforcement action by the TTGC as provided for under this Ordinance including but not limited to a fine of \$5000.

D) The Tribe shall notify in writing existing key employees and primary management officials that they shall either:

1) Complete a new application form that contains a notice regarding false statements;
or

2) Sign a statement that contains the notice regarding false statements.

15.6 PERIODIC REVIEW. Each person employed shall be subject to a periodic review, which review shall take place at least annually commencing with the date of employment.

15.7 CONFIDENTIALITY. In conducting a background investigation, the TGC shall promise confidentiality to each person interviewed in the course of the investigation.

15.8 INVESTIGATION PROCEDURE.

A) The TTGC is responsible for the conduct of all background investigations and suitability determinations required pursuant to applicable statutes and regulations, or pursuant to this Ordinance.

B) The TTGC shall have final and ultimate responsibility for the conduct, review and reporting of background investigations and the making of suitability determinations.

C) The responsibilities of the TTGC as set forth in this Section 15.8 have been delegated to the TTGC by the Tribe consistent with the powers and authorities granted to the TTGC.

D) TTGC Procedure. The background investigation shall be conducted in substantially the following manner:

1. Each application requiring a background investigation and suitability determination will be assigned on a random, rotating basis to a member of the TTGC. If, upon assignment or at any time in the course of an investigation, the TTGC believes that he or she may not be able to conduct an impartial investigation, the TTGC shall immediately notify the Chairman of the TTGC, and a new TTGC Coordinator shall be assigned to that application.
2. The TTGC is responsible for verifying all information on an application, by telephone or, if necessary, in writing.
3. The TTGC shall interview sufficient employment and personal references, including at least the applicant's two (2) most recent employment references, two (2) personal references, and any other reference which, in the opinion of the TTGC Coordinator, is relevant to the suitability determination.
4. Upon receipt of the results of the fingerprint investigation through the NCIC and completion of the TTGC Coordinator's investigation, the TTGC shall present his or her preliminary findings to the entire TTGC. The TTGC will then have the option of interviewing the applicant.
5. If, following the interview or the TTGC Coordinator presentation if no interview took place, the TTGC determines that additional information is required; the TTGC Coordinator will obtain such information.
6. Following the TTGC presentation, interview, if any, and gathering of additional information, if any, the TTGC will convene and jointly determine an applicant's suitability. As part of that determination, the TTGC is required, where appropriate, to document in writing:
 - a) Where an applicant is determined to be suitable for employment, the disposition of any potential problems or issues discovered in the course of the background investigation; or
 - b) Where an applicant is determined not to be suitable for employment, all disqualifying information and the rationale supporting the determination.
7. The TTGC will prepare a final investigation report detailing:

- a) The precise steps taken in performing the particular background investigation, including identification of all references contacted;
- b) The results of the investigation;
- c) The conclusions of the TTGC; and
- d) The basis for those conclusions.

SECTION 16 - GAMING LICENSE

16.1 POSSESS AND DISPLAY LICENSE. Any person, organization, or entity (including primary management officials and key employees) on behalf of the Tribe conducting a public gaming enterprise pursuant to the provisions of this Ordinance, on Indian Lands and/or in which the Tribe has a proprietary interest, or any person, organization, or entity selling, leasing, distributing gaming equipment or video games of chance to the Tribe shall be required to have and display prominently on display upon request an appropriate, valid and current Tribal gaming license issued pursuant to the provision of this Ordinance. Any other forms of public gaming operation being conducted on Indian Lands without the lawful written approval of the TTGC are prohibited.

16.2 APPLICATION FOR PRIMARY MANAGEMENT OFFICIALS AND KEY EMPLOYEES.

- A) The application for primary management officials and key employees of any gaming operation or the Tribe shall contain explicit and detailed information of criminal record of the applicant in order to determine whether the applicant:
 - 1. Has committed a felony or gaming offense in any jurisdiction.
 - 2. Has engaged in any prior activities or maintains any habits or associations affecting his present conduct that would:
 - a) Pose a threat to the public or Tribal interests;
 - b) Threaten the effective regulation and control of gaming;
 - c) Create or enhance the dangers of illegal and unfair practices, methods or activities in the conduct of gaming.

B) Such information shall include:

1. Full name, other names used, social security numbers, and date of birth.
2. For the past five (5) years, home addresses, business employment, positions held, and business ownership interests.
3. The names and addresses of at least three (3) persons who are acquainted with the applicant, including one during the period of the five (5) years as listed above.
4. Current business and residence telephone numbers.
5. A description of any existing, and previous business relationships with Indian Tribes, including ownership interests.
6. A description of any previous relationships with the gaming industry, including ownership interests.
7. The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit relating to gaming, whether or not such license or permit was granted.
8. 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 (a)(8) or (a)(9) of this section, the criminal charge, the name and address of the court involved and the date and disposition;
9. 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;
10. A photograph; and
11. Whatever other information the Tribe deems relevant, including the fingerprints of the applicant.

- C) Any other employee not a primary management official or key employee shall be required to fill out an employment application provided by the gaming operator or the TTGC and shall be required to submit to a background check with local law enforcement authorities chosen by the gaming operator of the TTGC and leave on file with such authorities a set of fingerprints.

16.3 APPLICATIONS FOR DISTRIBUTORS FOR GAMING EQUIPMENT AND/OR VIDEO/VIDEO LOTTERY OR OTHER GAMES.

The Applications for any persons, organization or entity wishing to sell, lease or otherwise distribute either video, lottery or other type games to the Tribe shall submit an application containing the following information:

- A) The name(s) and mailing address of the person or entity making the application.
- B) The names and addresses of all interested parties (including those with direct or indirect financial interests) and their interest and connection to the applicant.
- C) The nature of the license applied for; the type of activity to be engaged in under the license.
- D) Explicit and detailed disclosure of any criminal records, including delinquent taxes owed to any federal, state, local or Tribal government, of the applicant any person involved in the organization and any party of interest whose name appears on the application.
- E) Any additional information necessary to allow the TTGC or the State of Oklahoma to investigate the application.
- F) Whether the applicant has been properly licensed by the State of Oklahoma pursuant to Oklahoma statutes, and proof of being the holder of a current and valid distributor or manufacturer license from the State of Oklahoma, or properly licensed and hold a current valid license from any state, or valid licensing entity.
- G) Whether the applicant has ever had a distributor or manufacturing license revoked or suspended by the entity that issued the license and, if so, the circumstances surrounding that action.
- H) A statement of waiver allowing TTGC and the State of Oklahoma to conduct a background investigation of the applicant and any person whose name is required to appear on the application.
- I) Whether the applicant or any person whose name is required to appear on the application maintains any involvement in the business distribution of alcoholic beverages.

16.4 MACHINE PERMIT. In addition to a distributor license provided for in 16.3, the person or entity with whom the Gaming Enterprise enters into a lease or sales agreement regarding any approved machine played devices must obtain from the TTGC a non-Transferable permit for each such device to be placed in a gaming enterprise operating under the provisions of this Ordinance.

A) An application for a permit for a machine shall contain the following information:

1. The name and address of the applicant with proof of a current and valid distributor or manufacturer license issued by a licensing entity.
2. Identification numbers or codes for each such gaming machine placed in a Tribal gaming enterprise including the manufacturer, the serial number and the model number.
3. Proof of approval and certification of the machine by an approved gaming test laboratory, or proof that the game conforms precisely to the exact specification(s) of the game prototype tests and approved by the gaming test laboratory.
4. All other information as required by the Compact.
5. Proof of a current and valid game license, if required and issued by the State of Oklahoma.

B) Upon Issuance, the TTGC shall have attached to each such game licensed under the provisions of this Ordinance an irremovable identification plate on the exterior cabinet which contains the information as required (if any) by the Compact.

16.5 CLASS OF LICENSE AND PERMITS. Upon proper application and approval, the following classes of licenses may be issued by the TTGC.

- A) Class A License for a Gaming Enterprise in which a gaming operator wishes to conduct traditional bingo and other games of chance at a Tribal gaming enterprise pursuant to IGRA or other applicable federal law; the license shall be site specific, valid for a period of one year. The Commission shall issue a separate license to each place, facility, or location on Indian lands where a tribe elects to allow Gaming.

- B) Class B License for a Class I, Class II or Class III gaming enterprise in which a gaming operation wishes to operate any approved gaming machinery at a Tribal gaming enterprise; the license shall be site specific.
- C) Class C License to any primary management official or key employee of either a gaming operator or the TTGC, the license shall be valid for a period of one year.
- D) Class C-1 License to any other employee not licensed as a primary management official or key employee, or a gaming operator employed in a gaming enterprise licensed under the provisions of this Ordinance; the license shall be valid for a period of one year.
- E) Class D License to any distributor or manufacturer of gambling equipment and/or video games to be used in a Tribal gaming enterprise; the license shall be valid for a period of one year.
- F) Class A Permit issued by the TTGC for each approved mechanical device and other type of approved gaming device to be used in a gaming enterprise, the permit shall be valid for a period of one year.
- G) The TTGC shall set fees for the classes of licenses comparable with the current industry standard and shall be set at the discretion of the TTGC within their promulgated regulations.

16.6 FRAUD ON THE APPLICATION. It shall be unlawful to falsify or willfully deceive the submission of a license or permit application.

16.7 EXEMPTIONS. The following activities are not public gaming operations under the terms of this Ordinance and therefore do not require a license under this title:

- A) Gaming Not for Gain. Gaming in which no cash or valuable prizes are won, other than "Point" for commutative competitive rankings, or "places" for immediate competitive rankings, is not subject to the provisions of this Ordinance. However, gaming for gain which is conducted by non-profit organizations is subject to the requirements of this Ordinance if cash or valuable prizes are awarded. Valuable prizes mean an object or service worth more than One Hundred Dollars (\$100.00) or more in fair market value.
- B) Traditional Indian Gaming. Traditional Indian gaming activity in the nature of hand games are not subject to the provision of this Ordinance. The TTGC is hereby

authorized to determine on a case-by-case basis upon request whether a particular traditional gaming activity qualifies for the exemption.

16.8 ELIGIBILITY DETERMINATION. The TTGC shall make a finding concerning the eligibility of a key employee or a primary management official for employment in a gaming enterprise. If the TTGC, in applying standards adopted in this Ordinance, determines that employment of a person under investigation poses a threat to the public or Tribal interest or to the effective regulation of gaming, or creates or enhances the dangers of unfair or illegal practices, methods and activities in the conduct of gaming, a management contractor or a Tribal gaming enterprise shall not employ that person in a gaming position.

16.9 PROCEDURES FOR FORWARDING APPLICATION AND REPORTS TO THE NATIONAL INDIAN GAMING COMMISSION.

- A) When an employee begins work at a gaming enterprise the Tribe shall:
1. Forward to the National Indian Gaming Commission a completed application for employment that contains the information in section 16.2 of this Ordinance.
 2. Conduct a background investigation to determine the eligibility of any employee for continued employment in gaming enterprise.
- B) Upon completion of a background investigation and a determination of eligibility for employment in a gaming enterprise, the Tribe shall forward a report to the National Indian Gaming Commission within Sixty (60) days after the employee begins work. A gaming enterprise shall not employ a person who does not have a license after Ninety (90) days.
- C) During a Thirty (30) day period when the National Indian Gaming Commission receives a report submitted under this Section, the Chairman of the National Indian Gaming Commission may request additional information from the Tribe concerning an employee who is the subject of a report. Such a request shall stop the Thirty (30) day period until the Chairman of the National Indian Gaming Commission receives the completed additional information.
- D) At the conclusion of the Thirty (30) day period described under this Section, the National Indian Gaming Commission may:
1. Issue a report stating that it has no objection to the employment of an employee in a gaming enterprise;

2. Issue a report that states it objects to the employment of an employee and stating the reasons for such objection; or

3. Issue no report.

E) If the Commission does not license an applicant:

1. The tribe shall notify the Commission; and

2. Shall forward copies of its eligibility determination and investigative report (if any) to the NIGC for inclusion in the Indian Gaming Individuals Record System.

16.10 GRANTING A GAMING LICENSE. Upon completion of the Thirty (30) day period described under this Section, or upon receipt of the National Indian Gaming Commission's report described under this Section, the TTGC shall:

A) Grant a gaming license to an employee who is eligible for continued employment in a gaming enterprise;

B) Terminate the employment of an employee in a gaming enterprise;

C) Place an employee in a position other than as a key employee or a primary management official.

16.11 LICENSE SUSPENSION.

A) If, after the issuance of a gaming license, the TTGC or National Indian Gaming Commission receives reliable information indicating that an employee is not eligible for employment under this Section, the National Indian Gaming Commission shall notify the TTGC that issued a gaming license.

B) Upon receipt of such notification under this Section by the National Indian Gaming Commission, the TTGC shall suspend such license, and shall notify in writing the licensee of the suspension and the proposed revocation. In the event the TTGC initiates a suspension upon their own investigation, the Gaming Enterprise and/or the individual licensee will be notified, and such licensee (whether an individual or a corporate entity) shall immediately cease employment duties.

- C) If after investigation the TTGC determines grounds for revocation exist, the TTGC shall notify the licensee of a time and place for a hearing on the proposed revocation of a license.
- D) After a revocation hearing the TTGC shall decide to revoke or to reinstate a gaming license. The TTGC shall notify the National Indian Gaming Commission of its decision.
- E) A right to a hearing when revocation of the license is at issue under this Section shall vest only upon receipt of a license issued by the TTGC. Decisions of the TTGC regarding revocation of any license are final and are not subject to review by any court, mediator, or arbitrator.

16.12 LICENSE RENEWAL. Every licensee intending to continue engaging in public gaming activities on Indian Lands during the next calendar year shall apply for renewal of the license at least Thirty (30) days prior to the end of the license period.

16.13 REQUIREMENTS TO MAINTAIN A LICENSE.

- A) When a licensee changes a location of public gaming on Indian Lands, the TTGC shall, after notification by the licensee of such changes, issue a corrected license for the balance of the current period reflecting the new address upon reasonable proof of change of address and without imposition of additional fee.
- B) It shall be unlawful for any licensee to fail to notify the TTGC of any new prospective key employee, new ancillary contractor, or new operator. The TTGC shall investigate and provide approval or disapproval of the new key employee, new ancillary contractor, or new operator within Thirty (30) days. Any information received by the TTGC shall be confidential.
- C) It shall be unlawful for any licensee to begin the employment of a new person, begin the performance of any new contract, or begin the control of any new operator without the approval of the TTGC.
- D) It shall be unlawful for any person to possess a firearm or dangerous weapon on premises where licensed gaming is allowed, with the exception of licensed firearms for the maintenance of order. Firearms possessed by duly authorized Peace officers, and Firearms maintained by licensees for protection of themselves, their agents and invitees shall be registered with the Tribal Police Department.

- E) It shall be unlawful for a licensee to engage in pawn brokering or to take goods or materials in hock or to lend money or engage in similar activity with indigent persons solely for the purpose of enabling the indigent person to gamble.
- F) A licensee is required to, during normal business hours, maintain his premises open for inspection by the TGC or its agents, or any other authorized government agency, and keep its books and financial records open for similar inspections.
- G) Licensed gaming operators and Tribal gaming operators must produce at a player's request losing tickets, copies of canceled checks or other evidence of loss from records normally maintained by the operator acceptable by the Internal Revenue Service if requested by the player or anyone who otherwise enters the game.
- H) The TTGC shall by regulation impose the following additional requirements:
 - 1. A determination of whether and in what manner rules of play must be posted for each type of licensed game.
 - 2. The maximum prize, pot or bet limit, if any, that shall be offered for any type of licensed game.
 - 3. Rules for the particular conduct of any type of licensed gaming, should the TGC deem that such rules are necessary for the proper conduct of gaming.
 - 4. Any other regulation controlling licensed gaming which is deemed necessary by the TTGC.

16.14 FEES. Each application for an initial or renewal license shall be accompanied by payment of the license fee. The TTGC determines the fees, which are imposed for the revocable privilege of being licensed to engage in public gaming on Indian Lands.

16.15 NON-TRANSFERABILITY. The license issued pursuant to the provisions of this Ordinance is valid only for the person(s) shown on the face thereof. It is not transferable or assignable to any other person or organization or for any other location without the written approval of the TTGC.

16.16 PAYMENT OF LICENSE FEES. All license fees for all licenses issued under the authority of the TGC shall be paid to the Treasury of the Tribe.

16.17 LICENSE AS A REVOCABLE PRIVILEGE. The public gaming operations license is a revocable privilege and no holder thereof shall be deemed to have a part in any vested privilege, and no holder thereof shall be deemed to have a part in any vested rights therein or thereunder. The burden of proving qualifications to hold any license rests at all times in the licensee. The TTGC is charged by law with the duty of continually observing the conduct of all licensees to the end that licenses shall not be held by unqualified or disqualified person or persons, whose operations are conducted in an unsuitable manner.

A) Violations of any provision of this Ordinance or any of the TTGC regulations, as determined exclusively by the TTGC, by a licensee, his agent(s) or employee(s) shall:

1. Be deemed contrary to the public health, safety, morals, good order, and general welfare of the Tribe.
2. Be grounds for refusing to grant or renew a license, or for suspension or revocation of a license.
3. Be grounds for filing of criminal charges and/or a civil action in a court of competent jurisdiction on behalf of the TGC and the Tribe.
4. Be grounds for immediate revocation of license in the case of licensee being convicted of a felony.

B) Acceptance of a license or renewal thereof or condition imposed thereon by a licensee constitutes agreement on the part of the licensee to be bound by all the regulations and/or conditions of the TTGC and by the provisions of this Ordinance as the same are now or may hereafter be amended or promulgated. It is the responsibility of the licensee to keep him/herself informed of the contents of all such regulations, provisions, and conditions, and ignorance thereof will not excuse the violations.

16.18 REPORT TO THE NATIONAL INDIAN GAMING COMMISSION.

A) Before the TGC employs a primary management official or a key employee on behalf of the Tribe, the TGC shall forward to the National Indian Gaming Commission or its designated agent a complete application containing the information listed under paragraph 16.2 of this section.

- B) Before issuing a license to a primary management official or key employee, the TGC shall forward to the National Indian Gaming Commission an investigative report on each background investigation. An investigative report shall include:
1. Steps taken in conducting a background investigation.
 2. Results obtained.
 3. Conclusions reached.
 4. The basis of those conclusions.
- C) When the TGC forwards its report to the Commission, or its designated agent, it shall include a copy of the eligibility determination made pursuant to Commission Regulations.

SECTION 17 - BINGO

17.1 DEFINITIONS. As used in this section:

- A) "Bingo Manager" means a person or organization hired by the Tribe to conduct and organize and supervise all Bingo occasions.
- B) "Bingo Occasion" means a single gathering or session at which a series of successive Bingo games are conducted.
- C) "Bingo Supplies and Equipment" means all cards, boards, sheets, markers, pads, or other supplies, devices or other equipment designed for use in the conduct or play of Bingo.
- D) "Conduct" means as to Bingo the drawing of the numbers and the announcement of the numbers drawn. The markings of a bingo card by a player shall not be considered an essential element of the conduct of bingo.
- E) "Gross Receipts" mean total receipts received from the conduct of bingo.
- F) "Premises" means any Tribal building, room, hall, enclosure, tent, or outdoor area in which bingo is being conducted on Tribal land.

G) "Profit" means the gross receipts collected from one or more Bingo occasions, less reasonable sums necessary and actually expended for conducting the occasions, supplies, equipment, prizes, utilities, and the like.

H) "Tribal Land" means lands defined as Indian Lands in Section 2.14.

I) "Tribal Organization" means any organization duly recognized by the Tribe.

17.2 BINGO MANAGER. The Tribal Bingo Manager shall be hired by the TGC on behalf of the Tribe and may be removed for cause by the TGC. The Tribal Bingo Manager shall be subject to the personnel policies and procedures of the Tribe and shall be supervised by the TGC. The Tribal Bingo Manager shall have the following powers and duties.

A) To conduct Bingo operations in conformity with this Ordinance.

B) To receive and deposit moneys generated from Bingo operations in an account established for that purpose pursuant to section 13.2 above.

C) To supervise all personnel necessary to conduct Bingo operations.

17.3 GENERAL PROVISIONS.

A) Only the Tribal Bingo Manager or a person authorized by the Tribal Bingo Manager shall conduct Bingo or act as a caller in the conduct of Bingo.

B) Bingo shall be conducted only on Tribal land.

C) Purchase of a Bingo card within the gaming enterprise shall entitle each purchaser to a place where Bingo is conducted with sufficient room in which to work the Bingo card.

D) The Tribal Manager may, in his/her/its discretion, limit the number of persons allowed to purchase Bingo cards at any one Bingo occasion.

E) The Tribal Bingo Manager shall hold not less than 106 Bingo occasions within any calendar year. The Tribal Bingo Manager may hold such further Bingo occasions as he/she/it deems suitable in his/her/its discretion.

F) The Tribal Bingo Manager shall purchase such supplies and equipment as necessary for the operation of Bingo, and consistent with the budget approved by the TGC. All

equipment and supplies used in the conduct of Bingo shall be owned by the Tribe. The Bingo equipment shall be maintained in good repair and sound condition.

- G) Only the Tribal Bingo Manager and persons employed by him/her/it shall participate in the management or operation of any Bingo occasion. No other person, firm, corporation, consultant, or similar entity shall participate in the management of any Bingo occasion with the express prior approval of the TGC.
- H) No person under the age of 18 shall purchase or make a Bingo card for any Bingo game conducted pursuant to this Ordinance unless accompanied by such person's parent or guardian. No person under the age of eight (8) shall be allowed in the gaming enterprise in which Bingo is conducted during a Bingo occasion.
- I) No alcoholic beverages or illegal drugs shall be allowed in the gaming enterprise where Bingo is conducted during a Bingo occasion. Violators shall be removed from the premises and barred from further Bingo occasions.
- J) Bingo occasions shall be advertised by whatever lawful methods the Tribal Bingo Manager deems suitable and appropriate to attract a maximum number of players.
- K) The Tribal Bingo Manager may provide for the sale of food or refreshments at concessions during Bingo occasions as part of the Bingo operation or may, in his/her/its discretion authorize the operation of concessions for the sale of food or refreshments by whomever he/she/it deems appropriate. No person or organization may sell any other merchandise on the premises during a Bingo occasion unless authorized by the TGC.
- L) Bingo cards shall be sold or rented by the Tribal Bingo manager in the first instance only on the premises at which the Bingo occasion is being conducted. The Tribal Bingo Manager shall keep an accurate, separate count of the number of Bingo cards which are sold, rented, or used.
- M) No person employed in the operation of a Tribal Bingo occasion shall be permitted to purchase Bingo Cards for that occasion or participate in any other way as a player during that Bingo occasion.
- N) Nothing herein shall prevent the broadcast or televising of Tribal Bingo occasions. The Tribal Bingo Manager is hereby authorized to enter into a contract for the broadcast or televising of Tribal Bingo occasions, provided such contract shall be approved by the TGC before taking effect.

17.4 BINGO PRIZES.

- A) The amount and nature of prizes offered shall be determined for each Bing occasion by the Tribal Bingo Manager, provided that the prizes offered shall be commensurate with the generally accepted odds in Bingo operations.
- B) Either cash prizes or merchandise prizes shall be allowed. If a merchandise prize is offered, its stated value shall be the current retail price.
- C) Prizes of alcoholic or fermented malt beverages, securities, or interests in real property are prohibited.

17.5 METHOD OF CONDUCTING BINGO.

- A) The Tribal Bingo Manager shall determine the type of games and prize for each game conducted during a Bingo occasion. The particular arrangement of numbers required on a Bingo card in order to win and the amount of the prize for the game shall be clearly described and audibly announced to the players immediately before each game.
- B) Each Bingo game shall be conducted in such a manner that the results are random and each person purchasing a card is afforded an equal chance to win, and all equipment and supplies used in the conduct of each game shall be designed and used in such a manner as to secure results.
- C) The objects to be drawn shall be as near the same size, shape, weight, balance, and all other relevant characteristics as is practicable so that at all times during the conduct of Bingo each object possesses the capacity for equal agitation with any other object within the receptacle.
- D) Seventy-five (75) objects, numbered consecutively "1" through "75" inclusive, shall be used for the conduct of each game. All 75 objects shall be present in the receptacle at the beginning of each Bingo game.
- E) The number one each object drawn shall be announced in a manner clearly audible to the persons present during the conduct of the game and shall be visually displayed as well.

- F) Once removed from the receptacle during the conduct of the game, no object shall be returned to the receptacle until after the conclusion of that game.
- G) The receptacle and the caller shall be visible to the majority of the persons present during the conduct of a game at all times.

17.6 WINNERS.

- A) The winner of a Bingo game shall be the person in possession of the Bingo card with the numbers on it arranged in the manner announced for that game; achieved with the least number of objects drawn. It is the player's responsibility to call "Bingo" and the "Bingo" call must be on the last number called.
- B) The Bingo winner for each game shall be determined on the same day on which the Bingo occasion is conducted.
- C) The numbers appearing on the winning card at the time a winner is determined shall be verified in the immediate presence of at least one disinterested person.
- D) At the time a winner is determined, any person may call for verification of all numbers and of the objects remaining in the receptacle not drawn. Such verification shall be made in the presence of the Tribal Bingo Manager and at least one disinterested person.
- E) When more than one person is found to be the winner of a Bingo game, a cash prize shall be divided equally among the winners to a minimum cash prize of five dollars. When equal division of a merchandise prize is not possible, identical prizes whose aggregate retail value is approximately equal to that of the designated prize shall be awarded.

17.7 ANNUAL OPERATING BUDGET. The Tribal Bingo operation shall be carried out in accordance with an annual operating budget adopted for that purpose. Such budget shall detail the operating expenses of the operation and shall be prepared by the Tribal Bingo Manager. No expenses may be incurred by the Tribal Bingo Manager except as provided in and in conformity with the annual operating budget so adopted.

17.8 MONTHLY FINANCIAL REPORT. The Tribal Bingo Manager shall prepare, sign and submit to the TTGC a monthly financial report which shall include the following information for the preceding month.

- A) The names of all persons employed in the conduct of Bingo.
- B) The number and dates of all Bingo occasions.
- C) An itemized list of all expenditures.
- D) An itemized statement of gross receipts from all Bingo occasions.
- E) A statement showing the balance in the Bingo account.
- F) A list of the full names, addresses, and social security numbers of all winners of \$500.00 or more, including pull tab winners.

17.9 PROHIBITED ACTIVITIES. It shall be unlawful and a prohibited activity for any person to:

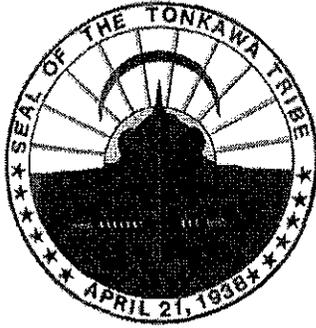
- A) Violate the terms of this Ordinance in any way; or
- B) Conduct a Bingo game or occasion within the boundaries of the Tribe's reservation except in conformity with this Ordinance; or
- C) Act or scheme in any way to influence the conduct or result of any Bingo Game or the determination of the winner thereof; or
- D) Act or scheme in any way to deprive the Tribe of the income or proceeds or any portion thereof from any Bingo game, Bingo occasion, concession, or the operational expenses related thereto.

SECTION 18 - LAW ENFORCEMENT

The Tonkawa Tribe of Oklahoma may use the Tonkawa Tribal Police, as well as a cooperative agreement with the Tonkawa Police Force of Tonkawa, Oklahoma, or any other law enforcement entity that enters into a cooperative agreement with the Tribe, to take fingerprints pursuant to 25 C.F.R. 522.2(h) and the Tonkawa Tribe's gaming Ordinance. Any person(s) who must, under 25 C.F.R. 522.2(h), have fingerprints taken, but does not reside in the vicinity of the Tonkawa Tribe of Oklahoma shall be required to go to the police department in their home city to have those prints taken and forwarded to the Tonkawa Police Force of Tonkawa, Oklahoma for use under 25 C.F.R. 522.2(h) and the gaming Ordinance of the Tonkawa Tribe of Oklahoma, including, but not limited to, the Tonkawa Police Force's responsibility for conducting criminal history checks through the Federal Bureau of Investigation, National Criminal Information Center.

SECTION 19 - DESIGNATION OF AGENT

The Secretary of the Tribal Business Committee and the Chairman of the TTGC are hereby designed as the official agents of the Tribe, and the agent for receipt of service for purposes of this Ordinance.



**TONKAWA TRIBE OF OKLAHOMA
TONKAWA TRIBAL COMMITTEE**

1 RUSH BUFFALO ROAD • PHONE (580) 628-2561 • (580) 628-3375
WEB SITE: www.tonkawatribe.com
TONKAWA, OKLAHOMA 74653

JULY 3, 2012

RESOLUTION: T-R-15-12

A RESOLUTION AMENDING THE TONKAWA TRIBE OF OKLAHOMA GAMING ORDINANCE AND AUTHORIZING SUBMISSION OF THE AMENDMENTS TO THE NATIONAL INDIAN GAMING COMMISSION FOR IMMEDIATE APPROVAL.

WHEREAS: The Tonkawa Tribe of Oklahoma is a federally-recognized Indian tribe having a government-to-government relationship with the United States through the Tribe's organization under the authority of the Oklahoma Indian Welfare Act of June 26, 1936 (49 Stat. 1967); and

WHEREAS: The Tonkawa Tribe is organized under a Constitution and By-Laws approved by the United States Secretary of the Interior on March 16, 1938 and ratified by the citizens of the Tribe on April 21, 1938; and

WHEREAS: The Tonkawa Tribe of Oklahoma, by virtue of the provisions of the Oklahoma Welfare Act of 1936, is entitled to all privileges and rights of those Indian tribes organized under Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984);

WHEREAS: The Tonkawa Tribe has elected a full governmental Tribal Committee consisting of Don L. Patterson, Tribal President; James E. Schreen, Vice-President; and Candace Myer, Secretary-Treasurer; and

WHEREAS: The elected members of the Tribal Committee consistent with the powers provided by the Tonkawa Tribal Constitution and By-Laws are authorized to speak for and act on behalf of the Tonkawa Tribe of Oklahoma, and

WHEREAS: Pursuant to Article V, Section 1 of the Tonkawa Constitution the Tonkawa Tribal Committee has the duty and authority to act in the best interest of the Tribe to enact laws to regulate all gaming with the jurisdiction of the Tribe; and

WHEREAS: By its previous action, the Tribal Committee determined to become involved in Class II and Class III gaming as such terms are defined in the Indian Gaming Regulatory Act, Public Law 100-497, as codified in 25 U.S.C. § 2701 *et seq.*, and

its implementing regulations promulgated by the National Indian Gaming Commission ("NIGC"); and

WHEREAS: The Tribal Committee adopted a Gaming Ordinance on January 28, 1997, as amended, and duly approved by the NIGC on February 27, 1997, and further amended on February 13, 2006, and such amendment was approved by the NIGC on March 22, 2006, and on January 20, 2010 the NIGC approved T-R-42-09 with further amendments; and

WHEREAS: The Tribal Committee adopted T-R-11-12 on April 11, 2012 approving amendments to the Gaming Ordinance, however, after submission of the revised ordinance to the NIGC, the NIGC suggested additional revisions; and

WHEREAS: The Tribal Committee finds it necessary to amend said Gaming Ordinance to resolve inconsistencies and to provide for more efficient regulation of its Gaming Operations.

NOW THEREFORE BE IT RESOLVED, that the Tonkawa Tribal Committee hereby amends Tonkawa Tribal Gaming Ordinance in the form attached to this resolution.

BE IT FURTHER RESOLVED, that the Tribal President is hereby authorized to take all necessary action required to obtaining the full Federal approval of the above amendment to the Gaming Ordinance, and is permitted to approve (without further Tribal Committee action) further non-material amendments suggested by the NIGC, if any.

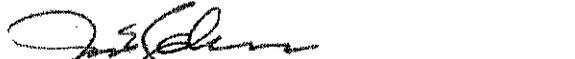
BE IT FURTHER RESOLVED, that this amended section of the Gaming Ordinance shall be effective immediately.

CERTIFICATION

We, the undersigned officers of the Tonkawa Tribal Committee, do hereby certify that the foregoing Resolution T - R - 15 - 12 was duly adopted this 3rd day of July, 2012, at a duly called special meeting of the Tonkawa Tribal Committee of the Tonkawa Tribe of Oklahoma, by a vote of 3 for, 0 against, and 0 abstaining.



President, Don L. Patterson



Vice-President, James E. Schreen



Secretary-Treasurer, Candace Myer