

Hualapai Business License Draft Ordinance available for your Review and Comment

■ Introduction

- The Hualapai Tribe is approached from time to time by both tribal members and non-tribal members seeking to establish a business on the Hualapai Reservation.
- On May 6, 2021, tribal council directed the Planning Department to update the tribe's business ordinance which dates to 1946.
- Tribal council then appointed a seven member committee to assist Planning with the update.
- The committee presented the draft ordinance to tribal council at their July 10 meeting and council directed the draft ordinance be published for 30-day review.

■ Ordinance contains language

- To ensure that residents of the Reservation enjoy adequate employment, health care, education opportunities, and social services, and
- To promote economic development on the Reservation, trust and fee lands, and
- To identify and regulate all applicable persons and entities doing business on the Reservation, trust and fee lands, and
- To ensure that safeguards are in place to promote the peace, safety, morals, and general welfare of the Tribe, and
- To protect sovereign immunity, collect fees, and provide judicial review,
- To provide exemptions, classes, terms and conditions for licenses, as well as grounds for denial and revocation of licenses, and
- To enforce fines and penalties on those not following the ordinance.



Community Outreach

**Comments due on
August 27, 2021**

Draft Ordinance available on
Tribe's website:

<http://hualapai-nsn.gov/>

And Peach Springs
Community News:

<https://www.facebook.com/groups/1113648149020641/?ref=share>

KWLP Radio Interview on
Wednesday July 28, 2021 at
9:00 AM

Text to (928) 769-1090

Hard Copies of Draft
Ordinance available at
Planning Department, 887 Hwy
66 & Tribal Office Lobby, 941
Hualapai Way

Call Kevin Davidson at (928)
769-1310 for more information

Kevin.Davidson@Hualapai-nsn.gov

■ Draft Application



Hualapai Tribe Business License Application

941 Hualapai Way, P.O. Box 179, Peach Springs, AZ 86434, (928) 769-2216

This Business License Application must be approved before a Business License can be issued. See: <http://hualapai-nsn.gov/>
No business activity can be conducted until a Business License has been issued, excepting exemptions listed below
Applicants must hold any other permits or professional licenses & insurance that may be required in their industry.

Exemptions from this application process (Section C.2.a)

- 1. Governmental entities, tribal enterprises, employees of a business, agents of artists and performers
- 2. Hualapai tribal members/families whose annual sales are less than \$7,500, including fundraising, garage & estate sales
- 3. Hualapai tribal members/families are selling traditional Indian arts & handicrafts or practicing traditional medicine
- 4. Persons obtaining permits under Hualapai Tribal Ordinance 2B, Ordinance 24-70 & Ordinance 61-D
- 5. Persons solicited by the tribe to do business on the reservation such as responding to an RFP or IFB
- 6. Entities exempted by resolution of the Hualapai Tribal Council.

Exemptions from paying the application fee, but not from applying for a business license (Section C.2.b)

- a. Any church engaged in raising funds for religious or charitable purposes.
- b. Any accredited school, where no part of the income accrues to the personal benefit of any individual.
- c. Any other business, the entire proceeds of which are distributed to any charitable, religious, or educational groups
- d. All nonprofit, charitable organizations that raise funds to benefit the community.
- e. Any business proposed by a member of the Hualapai Tribe not listed in the exemptions listed above
- f. Utility and telecommunications companies; all other exemptions recognized by federal law and statutes.

License Requested (Section C.4)

Hualapai Tribal member = \$0.00

Tribal Member ID: _____

Non-Hualapai Tribal members

- _____ Short-Term: One (1) to seven (7) days = \$50.00
- _____ Seasonal: More than seven (7) days but less than three (3) months = \$100.00
- _____ Annual: Three (3) months or more = \$150.00

Renewal: Application for an annual business license shall be made 30 days prior to expiration of such license.
For any license in this Section, the fee for a qualified Indian-owned firm or entity shall be one-half the amount.
(see Attachment B for Supplemental Questionnaire for Native American Owned Companies).

Business Information (Section C.3.c)

Business Name/DBA: _____

_____ LLC _____ Corporation _____ Sole Proprietor _____ Partnership _____ Association/Other

Type of Business:

_____ Retail Goods _____ Retail Services _____ Wholesaler _____ Food Vendor _____ Contractor
_____ Utility _____ Transportation _____ Manufacturer _____ Health/Med. _____ Other: _____

Description of Business: _____

Location of Business on Tribal Lands: _____

Hours of Operation: _____ Previous Hualapai Business License Number: _____

Applicant Owner Information (Section C.3.c)

Name of Applicant/Owner: _____

Address information

Street: _____ City: _____ State: _____ ZIP: _____

Tele: _____ E-mail: _____ Web Site: _____

Social Security/EIN Number(s) of Owner(s): _____

Additional Information on Company Structure and Financials

For all Applicants other than an individual or a sole proprietor, list names of all persons/entities who own more than a ten percent (10%) interest in the business: _____

Ltd Liability Co: Articles of Organization _____ Cert of Authorization _____ Operating Agreement _____
Corporation: Certificate of Incorp. _____ Cert of Authorization _____ Cert of Good Standing _____
Partnership: Partnership Agreement (General or Ltd) _____ Certificate of Good Standing _____
Association or Other: Attach copy of agreements creating association or relationship between the parties

Audit Opinion (please include a copy of last Independent Audit Report)

Financial Institution: _____ Acct No. _____ Reporting: Cash _____ Accrual _____

Registered Agent (if applicable): _____

Address for Notice of Service (if different than p.1): _____

- Services Providers shall be licensed in their respective fields and carry professional, general liability, automotive, workmen's compensation and umbrella/excess liability insurance to cover claims for bodily injury or property damage for customers, vendors or other third parties. Provide copies of licenses and certificates of insurance as listed in Attachment A upon request.
- Construction Contractors shall be licensed in the State of Arizona, be in good standing with the Arizona Registrar of Contractors and be bonded and insured. Provide copies of licenses and certificates of insurance as listed in Attachment A upon request.
- Native American Owned Companies (other than Hualapai Tribal members) please complete Supplemental Questionnaire - Attachment B
- Start-Up and Speculative Ventures Requiring a Commercial Lease and/or a Development Permit from the Tribe. Provide a business plan and proforma showing projected revenues and expenses for the first ten years of operation. These applications shall be vetted by Tribal Environmental Review Commission/Planning Department prior to the tribe issuing a business license. Please contact Planning at (928) 769-1310 for more information.
- Food Vendors are persons that produce or sell food sold directly to the end consumer, must submit proof of training within the past 2 years, in basic food handling principles that is accredited and certified by the American National Standards Institute (ANSI) On-line course link: <https://www.ihs.gov/foodhandler>
Have you included a copy of proof of completion of this training with your Application for a Tribal Business license?
Provide proof of insurance as listed in Appendix A upon request.

Oath of Applicant

I declare, under penalty of perjury, that the information in this application is true and correct to the best of my knowledge and that I am a duly authorized owner, partner, director, officer or representative of the applicant.

I certify that I will operate my business in accordance with all tribal laws and consent to the jurisdiction of the Hualapai Tribal Court and service of process in matters arising from the conduct of business.

I agree to indemnify and hold the Tribe harmless from any liability or damage to persons or property.

I also understand that any false statements made above are grounds for denial or revocation of the business license.

I further understand that this Application is not a license and that no business activity may start until a Business License is issued.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

- Company shall submit an application for business license every calendar year it conducts business on the lands of the Hualapai Tribe.
- Failure to renew an annual license by January 1 of a given year shall result in the imposition of a late fee.
- The late fee shall be \$20.00 if paid after the due date but within thirty (30) days of its due date.
- Thereafter, the late fee shall increase by \$10.00 for each subsequent month that the fee is not paid.
- Late fees shall be added to and included with the total license fee.
- All Annual Licenses expire at end of the day of December 31 of the year of issuance.
- Non-refundable Application Fee must be submitted along with the application. Make checks payable to the Hualapai Tribe

Office Use Only:

Completed Application: _____ Application Fee: _____ Proof of Basic Food Handling Training (food vendors): _____

Business License No. _____ Date Valid: _____ Expiration: _____

Approved by: _____ Issued: _____

■ Draft Ordinance

Draft Hualapai Business License Ordinance

Adoption:

Revisions:

Disclaimer:

A - TITLE, AUTHORITY AND PURPOSE

1. This Act shall be known as the Hualapai Business License Ordinance. Any prior business license ordinances or codes imposed by the Hualapai Tribe are repealed.
2. The Hualapai Tribe establishes the ordinance pursuant to Article V, Section L and O of the Constitution of the Hualapai Indian Tribe of the Hualapai Indian Reservation.
3. Purpose
 - a. The Hualapai Tribe has existed as an independent, sovereign tribe since time immemorial. Today, the tribe continues to govern the Hualapai Indian Reservation, its trust lands, and properties held in fee title, limited only in its authority by its Constitution and the Constitution and laws of the United States.
 - b. The Hualapai Tribal Council is the governing legislative body of the Hualapai Tribe and has the sole and exclusive authority to grant, deny, or withdraw the privilege of doing business within the Reservation, trust and fee lands, except where such authority is limited or withdrawn from the Tribe by the applicable laws of the United States.
 - c. The tribal council is responsible for economic development on the Reservation, trust and fee lands and seeks to ensure that residents of the Reservation enjoy adequate employment, health care, education opportunities, social services, and other governmental services.
 - d. It is the policy of the Hualapai Tribe to promote economic development on the Reservation, trust and fee lands. To achieve that goal, the Hualapai Tribe is adopting a business license program to identify and regulate all applicable persons and entities doing business on the Reservation, trust and fee lands.
 - e. The Hualapai Tribe has a primary interest in regulating the conduct of business and trade on the Reservation, trust and fee lands to ensure that safeguards are in place to promote the peace, safety, morals, and general welfare of the Tribe. It is therefore appropriate that all persons who exercise the privilege of engaging in business on the Reservation, trust and fee lands register and obtain a business license from the Hualapai Tribe through its _____ Department (see B.3 below).

B - GENERAL PROVISIONS

1. Sovereign Immunity - The Hualapai Tribe and all its constituent parts, subordinate organizations, boards, and committees are immune from suit in any jurisdiction except to the extent the Hualapai Tribe or the United States Congress has expressly and unequivocally waived such immunity. The Hualapai Business License Ordinance shall not be construed in any way as a waiver of the Hualapai Tribe's sovereign immunity.
2. Definitions
 - a. "Applicant" means any person who submits an application to the Tribe for a business license and who has not yet received such license.
 - b. "Business" means all activities or action, personal, corporate or otherwise, engaged in with the object of profit, gain, benefit or advantage, either directly or indirectly, wholly or in part, within lands subject to the jurisdiction of the Hualapai Indian Tribe or engaged in business directly with the Hualapai Indian Tribe on a regular or temporary basis; however, that an isolated sale of property or services shall not be considered to be business under this Title.
 - c. "Company" means any person or group of people engaged in business.
 - d. "Conservation Sales Tax" means a tax imposed on every transaction occurring on the reservation (See Ordinance No. 30-98)
 - e. "Enterprise" means that enterprise established by the Hualapai Tribe, namely the Grand Canyon Resort Corporation.
 - f. "Licensee" means any person who is granted a business license by the Tribe.
 - g. "Peddler" means any person with no fixed place of business who goes from place to place within the exterior boundaries of the Hualapai Reservation, trust or fee lands for the purpose of offering for sale, selling or attempting to sell, and delivering immediately upon sale, or attempting to obtain order for, the goods, wares, products, merchandise, food, or other property that the person is carrying or otherwise transporting. Peddler shall include a transient merchant, meaning any person with no fixed place of business who temporarily engaged in business out of a vehicle, cart, stand, wagon, trailer, boxcar, tent, other portable shelter, empty store front, or from one's person, within the exterior boundaries of the Hualapai Reservation, trust or fee lands for the purpose of exposing or displaying for sale, selling or attempting to sell, and delivering good, wares, products, merchandise, food, or other property, and who does not remain or intend to remain in any one location or within 100 yards of that location for more than four (4) consecutive days.
 - h. "Person" means any natural person, trustee, receiver, assignee, trustee in bankruptcy, court appointed representative, syndicate, association, partnership, firm, club, political entity, company, corporation, business, joint stock company, trust, institution, agency, government corporation, municipal corporation, political subdivision, contractor, supplier, vendor, vendee, operator, user or owner, or any officers, agents, employees or other representative, acting either for himself or herself or for any other person in any capacity, or any other entity recognized by law as the subject of rights and duties. The term does not include:
 - i. The government of the Hualapai and any governmental entities of the Hualapai Tribe, or the federal or state government and their respective agencies; or

- ii. Any of the above-listed forms of business entities that are wholly owned and operated by the Hualapai Tribe or the federal or state government.
- i. "Possessory Interest Tax" means the tax on non-exempt interest in real or personal property used in association with a business venture (See Ordinance No. 26).
- j. "Reservation" means the territory within the boundaries of the Hualapai Indian Reservation, all lands outside and inside the exterior boundaries of the Reservation which are under the jurisdiction of the Hualapai Tribe, and such other lands without such boundaries as may hereafter be added thereto under any law of the United States of America, except as otherwise provided by law.
- k. "Sale" means all sales, barter, trades, exchanges, or other transfers of ownership for value of property from a retailer to any person.
- l. "Service of process" means the delivery of show-cause orders, cease and desist orders, summonses, complaints and other documents of the Hualapai Tribe.
- m. "Services" means the performance of labor for the benefit of another for consideration. It excludes labor performed by an employee for the benefit of his or her employer.
- n. "TERO" means the Tribal Employment Rights Office of the Hualapai Tribe.
- o. "Tribal Environmental Review Commission (TERC)" means the administrative body established under Section 301 of the Hualapai Environmental Review Code to review and regulate, including issuing permits for, all development activities that are proposed for any site within Hualapai tribal lands.¹
- p. "Tribal Law" means the Tribal Constitution, and the Tribal Law and Order Code, as amended hereafter, and any other law made applicable by order of the Tribal Court.
- q. "Tribal Member" or "Member of the Tribe" means an enrolled member of the Hualapai Tribe. A corporation, partnership or other entity shall be considered a tribal member, for purposes of this Ordinance only, if tribal members own 51% or more of the entity.
- r. "Vendor or Supplier" means one that sells goods or services from a fixed location and not otherwise classified as a "Peddler."

3. Administration of this Ordinance - The Hualapai Tribal Council hereby delegates to the _____ Department the following authority:

- a. To establish any lawful licensing criteria and application forms or methods for determining whether applicants for a business license should be issued the requested license; and
- b. To consult and coordinate with other tribal departments on applications which require additional permitting and approvals by the tribe; and
- c. To issue, suspend, or revoke such a license; and
- d. To enforce the provisions of this Ordinance by issuing notices of violation, issuing notices to cease and desist, assessing civil fines, bringing actions in the Hualapai Tribal Court, and administering other penalties as provided by this Ordinance.

The Hualapai Tribal Council reserves the authority to hear and decide upon any and all license applications. In addition, the Hualapai Tribal Council reserves the authority to establish by resolution or by amendment to this Ordinance any additional criteria for the evaluation of license applications and issuance of business licenses or any regulation regarding the conduct

¹ TERC Rules, Section 101.a.1

of business, or to repeal or amend by resolution or by amendment to this Ordinance any or all such criteria hereafter established by the _____ Department as the Hualapai Tribal Council sees fit. In the event that an existing _____ Department criterion or policy conflicts with any part of this Ordinance, this Ordinance shall control.

4. Business License Fees – The Hualapai Tribal Council shall set all business license fees.
5. Severability - If any provision of this Ordinance, or its application to any person or circumstance, is held invalid by a final judgment of a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.
6. Judicial Review and Jurisdiction
 - a. Any person or entity aggrieved by a decision of the _____ Department may file an appeal with the Hualapai Tribal Court. An appeal must be filed within 20 calendar days after receipt of notice of the _____ Department's decision. The _____ Department shall represent the interests of the Hualapai Tribe during appeal.
 - b. Upon filing of the appeal, the Tribal Court shall have exclusive jurisdiction to affirm, modify, or set aside the decision of the _____ Department, in whole or in part. Findings of fact by the Tribal Court, when supported by substantial evidence, shall be conclusive.
7. Effective Date - This Ordinance shall take effect upon enactment by the Tribal Council.

C - LICENSE

1. License Required of all Businesses; No Effect on Other Laws

- a. All persons conducting or engaged in business upon any land subject to the jurisdiction of the Hualapai Tribe or engaged in business directly with the Hualapai Tribe must fill out an application and provide all required documentation, obtain a tribal business license, and pay the license fee, as provided in this Section, prior to engaging in such business. For any business license, said license shall remain in effect until the natural expiration of its term, at which time the person shall be required to obtain a new tribal business license as provided in this Section.
- b. The tribal business license provided for in this Section is required of every business upon any land subject to the jurisdiction of the Hualapai Tribe or engaged in business directly with the Hualapai Tribe, whether temporary or permanent, regardless of whether such business is required to obtain a federal trader's license or permit, or any other license or permit required under the laws of the Hualapai Tribe, the State of Arizona, or the United States of America, and shall include all entities required to obtain a federal tax identification number. Separate licenses shall be obtained for each branch establishment or each separate location of a business.
- c. Nothing in this Section affects, limits, alters, modifies, or waives the need for a business to obtain all licenses and permits required by applicable law. The issuance of a business license shall not be deemed or construed as a certification of a business's compliance with other applicable regulations or laws. Additional permits and licenses may be necessary before a person may lawfully conduct business that may include compliance with TERO and the issuance of a development permit from the Tribal Environmental Review Commission via the Planning Department.
- d. The business license holder shall be responsible for any wrongful or negligent acts or omissions performed by the business, employees of the business or subcontractors associated with the business's adherence to the license requirements and agrees to indemnify and hold the Tribe harmless from any liability or damage to persons or property that arises from or is related to any such act or omission, including any attorney fees that may be incurred.

2. Exemptions

- a. The following shall not be required to obtain a license or pay a fee under this Ordinance:
 - i. Federal, state, and local governmental entities.
 - ii. Hualapai Tribal enterprises.
 - iii. Persons employed by a business subject to the license requirements of this Ordinance.
 - iv. Persons engaged in the type of sales commonly known as garage sales, rummage sales, or estate sales.
 - v. Tribal member vendors whose annual sales are less than \$7,500²
 - vi. Persons who are agents of artists or performers.

² Itinerant vendors who are members of the Hualapai Tribe or are immediate family members of a tribal member whose sales do exceed \$7,500 per annum are not required to collect or remit the Conservation Sales Tax (Section 9.D).

- vii. *Persons obtaining a grazing permit under Ordinance 2B.*
 - viii. *Persons obtaining a permit pursuant to Ordinance 24-70.*
 - ix. *Persons obtaining a harvesting permit per Ordinance 61-D.*
 - x. *Tribal members doing fund raising events (original language).*
 - xi. Tribal members engaged in the creation or sale of traditional Indian art or handicrafts.
 - xii. Tribal members engaged in the traditional practice of medicine.
 - xiii. Persons solicited by the tribe to do business on the reservation.
 - xiv. Entities exempted by resolution of the Hualapai Tribal Council.
- b. The following shall not be required to pay a fee for the issuance of a license under this Ordinance:
- i. Any church engaged in raising funds for religious or charitable purposes.
 - ii. Any accredited school, where no part of the income accrues to the personal benefit of any individual.
 - iii. Any other business, the entire proceeds of which are distributed to any charitable, religious, or educational group or organization.
 - iv. All nonprofit, charitable institutions or organizations that engage in business activity in order to raise funds for social, educational, religious or other purposes that are for the benefit of the community.
 - v. *Any business proposed by a member of the Hualapai Tribe (original language).*
 - vi. Utility and telecommunications companies.
 - vii. All other exemptions recognized by federal law and statutes.

All other exemptions must be published by written policy of the _____ Department, and may be repealed, amended, or supplemented by the Hualapai Tribal Council by resolution or amendment to this section.

3. Application for Business License

- a. An applicant intending to conduct business within lands subject to the jurisdiction of the Tribe shall complete and file with the _____ Department an application for business license prior to commencing business on lands under the jurisdiction of the Hualapai Tribe.
- b. Persons engaged in such business on the effective date of this Ordinance shall complete and file an application for business license within thirty (30) days of the effective date of this Ordinance. Failure to renew an annual license by January 1 of a given year shall result in the imposition of a late fee. The late fee shall be \$20.00 if paid after the due date but within thirty (30) days of its due date. Thereafter, the late fee shall increase by \$10.00 for each subsequent month that the fee is not paid. Late fees shall be added to and included with the total license fee.
- c. All applications shall include:
 - i. A description of the business.
 - ii. The name and address of the owners of the business.
 - iii. The trade name, if any, to be used by the business.
 - iv. The locations on the lands of the Hualapai Tribe at which the business will be conducted.

- v. A sworn statement that the applicant will comply with all tribal laws applicable to the applicant's business.
 - vi. A statement that the applicant consents to the jurisdiction of the Hualapai Tribal Court and service of process in matters arising from the conduct of business.
 - vii. The name, address, and signature of the agent who will accept service of process on behalf of the business.
- d. Supplemental information and requirements
- i. Food Vendors - No person may produce or sell food that (1) is sold directly to the end consumer and (2) that requires time and temperature control for safety or specialized processing, as determined by the tribe, unless such person has training in basic food handling principles. This training must be received at least every two (2) years and must be accredited and certified by the American National Standards Institute (ANSI). Proof that a person has received such training shall be provided with each license application and renewal and upon the request of the Tribe. Training as a food protection manager may also satisfy the food handling training requirement. Food vendors shall also carry insurance as required by the tribe.
 - ii. Service Providers – Service providers shall be licensed in their respective fields and carry professional, general liability, automotive, workmen's compensation and umbrella/excess liability insurance to cover claims for bodily injury or property damage for customers, vendors or other third parties.³
 - iii. Construction Contractors – Contractors shall be licensed in the State of Arizona, be in good standing with the Arizona Registrar of Contractors and be bonded and insured.
 - iv. Certificates of Insurance - Applicant shall provide the _____ Department Certificates of Insurance evidencing compliance with the above insurance requirements (see Attachment A for insurance clauses). Insurance carriers licensed to do business in the State of Arizona shall issue all insurance certificates and all such carriers shall be rated with an A.M. Best rating of no less than "A."
 - v. Start-Up and Speculative Ventures Requiring a Commercial Lease and/or a Development Permit from the Tribe– Provide a business plan and proforma showing projected revenues and expenses for the first ten years of operation. These application shall be vetted by TERC/Planning prior to issuing a business license.
- e. The _____ Department shall notify the applicant by regular mail within fourteen (14) days after receipt of the application whether a license shall be issued. The license shall include a Tribal Taxpayer Identification Number.

4. Classes of License

- a. Short-Term Business License: All persons engaged in business on lands under the jurisdiction of the Hualapai Tribe for a period of one (1) to seven (7) days shall have a Short-Term Business License. The application fee for a Short-Term Temporary Business License shall be \$50.00.

³ Summarized from the Mahoney Group insurance clauses – see Attachment A for insurance clauses.

- b. Seasonal Business License: All persons engaged in business on lands under the jurisdiction of the Hualapai Tribe of more than seven (7) days but less than three (3) months shall have a Seasonal Business License. The application fee for a Seasonal Business License shall be \$100.00.
 - c. Annual Business License: All persons engaged in business on lands under the jurisdiction of the Hualapai Tribe for a period of three (3) months or more shall have an Annual Business License. The application fee for an Annual Business License shall be \$150.00.
 - d. For any license in this Section, the fee for a qualified Indian-owned firm or entity shall be one-half the amount set out herein. Indian owned firms or entities must have at least 51% of the company controlled by a member(s) of a federally recognized Indian Tribe (see Attachment B for Supplemental Questionnaire for Native American Owned Companies).
 - e. Renewal application for an annual business license shall be made 30 days prior to expiration of such license.
- 5. Term of License - All Annual Licenses shall expire at 11:59 p.m. on December 31 of the year of issuance of the license.
- 6. Consolidated License - For businesses with multiple branches or locations, the _____ Department may issue a consolidated license covering all of the person's businesses, provided that the same type of business is conducted at each location. The fee for a consolidated license shall be determined based on the class of license issued pursuant to this Ordinance multiplied by the number of separate branches or locations of the business located on lands within the jurisdiction of the Hualapai Tribe.
- 7. Denial of License or Renewal
 - a. A business license shall be issued to applicants whose presence on the Hualapai Tribe's lands will be beneficial to the Hualapai Tribe and will not endanger the public health, safety, or welfare of tribal members, and who have met all of the requirements set forth under Hualapai Tribal law.
 - b. A business license application shall be denied if it is determined that the applicant has materially misrepresented facts contained in the application or that the business will threaten the peace, safety, morals, or general welfare of the Hualapai Tribe, or if the applicant is, at the time of the application or renewal application, delinquent in the payment of any license fees, conservation sales tax, possessory interest tax, including interest or penalties, or if the applicant is in any other respect in violation of Hualapai Tribal law.
- 8. Conditions of License
 - a. Each licensee shall comply with all Hualapai Tribal laws, including but not limited to: tax laws, Indian employment and contracting preference laws (TERO), and applicable federal law. The licensee is required to comply with any additional Hualapai Tribal laws that may be enacted by the Hualapai Tribe.

- b. Each licensee consents to the jurisdiction of the Hualapai Tribal Court as to any cause of action arising in connection with the transaction of any business within the lands of the Hualapai Tribe, or any tortious acts committed in connection with the transaction of any business within the lands of the Hualapai Tribe.
 - c. Each licensee shall respond in a timely manner to requests for information about the licensee's business for the purpose of establishing whether the licensee is in compliance with the terms of this Ordinance.
 - d. Rules for use of tribal facilities by business licensees
 - i. Licensees may set up tables or other displays of goods for sale and conduct transactions at Tribal facilities as described in their business license application, subject to the permission of the on-site management of the facility. Licensees may request but are not guaranteed the use of existing tables or other amenities at the facility, or access to the facility on a particular day or time.
 - ii. Licensees may conduct sales during regularly scheduled business hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, or at other hours by the permission of the Tribe. Licensees may not conduct sales during administrative closures or holidays without the permission of the Tribe.
 - iii. Licensee hours, locations, products, services, and methods may be restricted by the _____ Department to accommodate Tribal programs, activities and events, or to protect the safety, security, health, or welfare of the Hualapai Tribal community.
 - iv. Licensees are prohibited from entering individual offices or any other parts of tribal facilities other than those areas that are kept open to the general public for the purpose of promoting or conducting sales.
 - v. Licensees shall not bring pets into a tribal facility to accompany them while they are conducting sales, and children accompanying the licensee must be supervised by a parent or adult guardian at all times.
 - vi. Licensees shall not engage in activities or behaviors that disrupt, interrupt, or interfere with the operations of a tribal facility, and must comply with all reasonable requests and instructions of the tribal facility staff, including without limitation leaving the tribal facility if their activities or behaviors are, in the sole judgment of the staff, intolerably disruptive.
9. Revocation of License - If any business is more than sixty (60) days delinquent in the payment of any license fees, interest, or penalties imposed by this Ordinance, or is otherwise not in compliance with the Hualapai Tribe laws, that business may, after notice, be subject to revocation of the tribal business license of such business.
10. Reinstatement of License - Upon application, the Hualapai Tribe may reinstate a business license that has been revoked upon the payment of all license fees, penalties, and interest owed by the business pursuant to this Ordinance, provided that the business is otherwise in compliance with Hualapai Tribal law, and provided further that as a condition of reinstatement that the applicant may be required to furnish a bond to the Hualapai Tribe, or other adequate security. An applicant shall pay a reinstatement fee of \$50.00, in addition to any other fees and penalties due.

11. License Not Transferable - The license provided for in this Ordinance is not transferable, and is valid only for the person in whose name it is issued and for the transaction of business of the same type and at the place or places designated therein.
12. Posting of License - Each business shall post its tribal business license in a conspicuous location at its place of business.

7/10/2021 Draft

D - VIOLATIONS

1. Penalties

- a. Conducting business within lands subject to the jurisdiction of the Hualapai Tribe without a properly issued business license or the failure by any licensee to comply with the requirements of this Ordinance or the paying of the tribe's Conservation Sales Tax (Ordinance No. 30-98, as amended) and the Possessory Interest Tax (Ordinance No. 26 as applies to real and personal property) shall subject the person to any of the following:
 - i. Forfeiture of license;
 - ii. Forfeiture to the Hualapai Tribe of all improvements constructed on, or any personal and/or real property found upon, tribally owned lands;
 - iii. Exclusion from the lands of the Hualapai Tribe; and
 - iv. Civil fines as set out in this Section.
- b. Enforcement Process
 - i. Any person doing business on the Reservation who fails to obtain a business license or fails to renew a business license as provided in this Ordinance shall, in addition to being required to immediately obtain such a business license and pay for the requested fee, will be fined as noted below, unless good cause is shown to the _____ Department as to why such a license had not been obtained in a timely manner.
 - ii. If the _____ Department becomes aware that a person conducts business on the Reservation without a license, it shall deliver written notice to and informing the person that he or she operates on the Reservation in violation of this Ordinance and that he or she shall, within two working days, obtain such a license and pay such fee and fines as are indicated in the letter of notice. However, where the _____ Department has reason to believe that the health, safety, welfare, or morals of the residents of the Reservation are endangered by the continuation of such business activity, the _____ Department may order such business to cease all business activity until it has obtained a license. Such order may be appealed in accordance with the procedure set forth in Section B.6 of this Ordinance.
 - iii. Upon notice from the _____ Department, pursuant to the provisions of this Ordinance, said person(s) shall immediately cease to conduct business on the Reservation until a business license has been obtained and all fees and penalties applicable thereto have been paid. If the person fails to comply, the _____ Department shall petition the Hualapai Tribal Court to hold an expedited hearing on the matter. If the person fails to appear or fails to show good cause, the Hualapai Tribal Court shall issue appropriate relief, including, but not limited to, an injunction and/or order to cease business.
 - iv. Any entity doing business on the Reservation without a business license who fails to obtain a license within the time period required by the _____ Department as provided in this section, or any person whose license to do business has been revoked by any court or agency of competent jurisdiction pursuant to any provision of this Ordinance, shall immediately cease to conduct business on the

Reservation; provided, that upon a showing of good cause, the Hualapai Tribal Court may grant the entity a reasonable period of time during which to conclude its business, if the business does not endanger the health, safety, welfare, or morals of residents of the Reservation. Where notice to cease business is issued by the Hualapai Tribal Court, notice shall be hand-delivered to the business or forwarded by certified mail, return receipt requested.

- c. Recovery of Property - A person may recover all such property incapacitated or impounded under this Ordinance by paying to the Hualapai Tribe the costs incurred by the tribe in carrying out any legal proceedings, and a civil fine not to exceed \$_____ per day for each day that passes since the person was ordered by the Hualapai Tribal Court to obtain a tribal business license or to otherwise comply with this Ordinance.
- d. Exclusion
 - i. If any person doing business on the Reservation who has been directed by the Hualapai Tribal Court to cease doing business on the Reservation, either pursuant to this Ordinance or any other Hualapai Tribal law, fails to comply, then the _____ Department shall petition the Hualapai Tribal Court for, or the Court on its own motion shall issue, a show cause order as to why the said business shall not be excluded from the Reservation. The Hualapai Tribal Court shall hold a hearing upon the matter as soon as possible. If the person fails to appear or fails to show good cause, the Hualapai Tribal Court shall order the Hualapai Tribal Police to take appropriate actions.
 - ii. In conjunction with subsection (D.1.d.i) of this section, where the person(s) engaging in business are not members of the Hualapai Tribe, the Hualapai Tribal Court shall order the Hualapai Tribal Police to physically remove all person(s) operating the business from the Reservation along with any personal property that can be removed without causing permanent damage to it. For property that cannot be removed, such as a building, the Hualapai Tribal Court shall order, and the Hualapai Tribal Police shall implement, the incapacitation of said property by padlocking or other means so that it can no longer be used to carry out the business.
- e. Civil Fines. Any person who violates, omits, neglects, or refuses to comply with any of the provisions of this Ordinance may be assessed a penalty of not less than \$100.00 nor more than \$250.00 for the first violation, and not less than \$250.00 nor more than \$500.00 for the second violation, and not less than \$500.00 nor more than \$750.00 for the third violation, and not less than \$750.00 nor more than \$1,000.00 for the fourth and each subsequent violation.⁴

- 2. Interest; Collection Costs - Failure to pay the license fee on or before the due date of any amount payable hereunder whether as license fee or otherwise shall bear interest at a rate of eight percent (8%) compounded annually from the date from which the fee became due and payable. In addition

⁴Fines reflect Section 6.154 of the Hualapai Law and Order Code where fines for Trespass cannot exceed \$1,000.00.

to other penalties and interest imposed under this Ordinance, a person in violation of this Ordinance may be required to pay the costs of collection, including but not limited to attorney's fees, incident to any administrative or judicial proceeding brought to enforce the provisions of this Ordinance.

7/10/2021 Draft

- **Attachment A -
Standard Insurance
Clauses**



ATTACHMENT A – STADARD INSURANCE CLAUSES

- 1.1. PROFESSIONAL LIABILITY INSURANCE. Vendor shall secure and maintain, at its sole cost and expense, Professional Liability Insurance with limits no less than \$1,000,000 for each claim, with a \$3,000,000 aggregate limit, to protect against loss resulting from design errors and omissions. The Professional Liability Insurance coverage shall extend beyond the date of the last final inspection of the Project for the period established by Arizona's statute of repose, ARS 12-552.
- 1.2. GENERAL LIABILITY INSURANCE. Vendor shall maintain or cause others to maintain General Liability Insurance on an occurrence basis against claims filed, in any court of competent jurisdiction, in the United States against the Vendor and each subcontractor for liability arising out of claims for bodily injury, personal injury and property damage. Such insurance shall provide coverage for blanket contractual, broad form property damage, personal injury insurance with a \$1,000,000 limit per occurrence, \$2,000,000 aggregate for combined bodily injury and property damage provided that policy aggregates, if any, shall apply separately to claims occurring with respect to the Project.
- 1.3. Automobile Insurance. Vendor shall maintain automobile insurance covering all owned, rented, and non-owned vehicles operated by Vendor with policy limits of not less than \$1,000,000 combined single limit.
- 1.4. WORKERS' COMPENSATION. Vendor shall maintain Workers' Compensation Insurance as required by the law, as well as an Employers' Legal Liability policy with a limit of not less than \$1million Each Accident, \$1million Each Disease Each Employee, \$1 million Policy Limit.
- 1.5. UMBRELLA/EXCESS LIABILITY INSURANCE. Vendor shall maintain umbrella or excess liability insurance on an occurrence basis covering claims in excess of the underlying insurance described in the foregoing subsections (1.1) (1.2) (1.3) and (1.4 - Employers Liability only), with a \$10,000,000 minimum limit per occurrence. This covers claims for bodily injury or property damage for customers, vendors or other third parties.
- 1.6. General Requirements. Owner shall be included under each of the policies listed in Sections 1.1, 1.2, 1.3, 1.4, and 1.5 above, as an additional insured to the extent of liability assumed by Vendor, with coverage to be primary and not contributory with any such coverage maintained by Vendor. All deductibles and premiums associated with the above coverages of insurance shall be the sole responsibility of Vendor. The use of Umbrella or excess liability insurance to achieve the above required liability limits is permitted, provided that such umbrella or excess insurance results in the same type and amounts of coverage as required under the required individual policies identified above.
- 1.7. Certificates of Insurance. Vendor shall provide to Owner, Vendor Certificates of insurance evidencing compliance with the above insurance requirements. Insurance carriers licensed to do business in the state of Arizona shall issue all insurance required under this Section 10 and all such carriers shall be rated with an A.M. Best rating of no less than A.
- 1.8. OWNER'S PROPERTY INSURANCE: Owner shall obtain and maintain "All Risk" builder's risk insurance in a form acceptable to Vendor upon the entire Project for the full cost of the replacement at the time of any loss. This insurance shall include as named insured Owner. The Vendor, all Vendor's subcontractors, consultants, material suppliers, sub-subcontractors, and subconsultants shall be named as an additional insured. This insurance shall include physical loss or damage, including without duplication of coverage at least: "theft, vandalism, malicious mischief, transit, materials stored offsite, collapse, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting by a peril from defective design, workmanship or material. The insurance shall be written without a co-insurance clause. Owner shall be solely responsible for any deductible or Self-Insured Retention (SIR).

Owner, Vendor, the Vendor's subcontractors, consultants and any of their respective employees, agents, consultants, subcontractors, material suppliers, sub-subcontractors, and subconsultants of any tier waive all rights against each other for damages covered by insurance pursuant to this Section to the extent they are covered by insurance, except such rights as they may have to the proceeds of such insurance held by Owner and Vendor as trustees.

- **Attachment B –
Supplemental
Questionnaire for
Native American
Owned Companies**



ATTACHMENT B – SUPPLEMENTAL QUESTIONNAIRE FOR NATIVE AMERICAN OWNED COMPANIES

PLEASE NOTE: It is not necessary for non-Native American Owned Companies to complete and submit this form and any of the noted items. Hualapai-owned firms will only be asked to provide tribal membership identification with the Application for Hualapai Business License.

CERTIFICATION FOR FIRMS AND DEMONSTRATION OF ABILITY: So that the tribe may assess your firm's eligibility, in addition to other required items, please include with your submission as many of the following items as possible. Failure to include any of the items as evidence may result in denial by the tribe to do business with you firm.

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. Applicant wishes to qualify as:

An "Economic Enterprise" as defined in Section 3(e) of the Indian Financing Act of 1974 (P.L. 93-262); that is "any Indian-Owned...commercial, industrial or business activity established or organized for the purpose of profit: Provided, that such Indian Ownership shall constitute not less than 51 percent of the enterprise:

--or--

A "Tribal Organization" as defined in Section 4(c) of the Indian Self-Determination and Education Assistance Act (P.L. 93-63 8); that is: "the recognized governing body of any Indian Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: Provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian Tribe, the approval of each such Indian Tribe shall be a prerequisite to the letting or making of such contract or grant..."

2. Name of Enterprise or Organization: _____

Address: _____

Telephone No.: _____

3. Check One:

☐ Corporation

☐ Joint Venture

☐ Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Other: _____

4. Answer the following:

If a Corporation:

a. Date of incorporation: _____

b. State of incorporation: _____

c. Give the names and addresses of the officers of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

Name and/or % of Stock

Social Security No.	I/NI	Title	Address	Ownership
_____	___	President	_____	_____
_____	___	Vice-President	_____	_____
_____	___	Secretary or Clerk	_____	_____
_____	___	Treasurer	_____	_____
_____	___	_____	_____	_____
_____	___	_____	_____	_____
_____	___	_____	_____	_____
_____	___	_____	_____	_____

d. Complete the following information on all stockholders who are not listed in c. above, owning 0% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and/or % of Stock

Social Security No.	I/NI	Address	Ownership
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a Sole Proprietorship or Partnership:

a. Date of Organization: _____

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name and/or % of Stock

Social Security No.	I/NI	Address	Ownership
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a Joint Venture:

a. Date of Joint Venture Agreement: _____

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

5. Give the name, address, and telephone number of the principal spokesperson of your organization:

6. Has any officer or partner of your organization listed in #4 been an officer or partner of another organization that failed in the last ten years to complete a contract? _____

If yes, state circumstances:

7. Has this enterprise failed in the last ten years to complete any work awarded to it or to complete the work on time? _____

If so, note when, where and why:

8. Will any officer or partner listed in #4 be engaged in out-side employment?

____ Yes

____ No

If Yes, complete:

Hours Per Week

Name/Title

Outside the Enterprise

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

9. If the enterprise or anyone listed in #4 above, currently subject to an administrative sanction issued by any department or agency of the Federal Government?

___Yes

___No

If Yes, complete:

Date of Type of Department

Name of person/business

Action

Action

or Agency

10. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

___Yes

___No

If Yes, complete:

Name and address of subsidiary,
affiliate or other concern

Description
of Relationship

11. Does this enterprise or any person listed in #4 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other types of compensated assistance.

☐ Yes

☐ No

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

12. Has this enterprise ever been subject to a judgment of any court or administrative sanction (Federal, State, or Tribal)?

☐ Yes

☐ No

Has any individual listed in #4 ever been subject to judgment of any court or administrative sanction (Federal, State, or Tribal)?

☐ Yes

☐ No

If the answer is Yes to either question, furnish details in a separate attachment.

13. Has any tax lien or other collection procedure been instituted against this enterprise or the individuals listed in #4 as a sole proprietor or partner in their capacities with this enterprise or other enterprise?

☐ Yes

☐ No

If yes, furnish details in a separate exhibit.

14. Has this enterprise or any person listed in #4 ever been involved in a bankruptcy or insolvency proceeding?

☐ Yes

☐ No

If yes, provide details in an attachment.

15. What dollar amount of Working Capital is available to your enterprise prior to commencement of operations?

\$ _____

Explain the source of these funds:

Include a copy of the Company's most recent audited financial statement.

16. How will project development bookkeeping and payroll be maintained: (check one)

a. By contract with an outside professional accounting firm: _____

Name: _____ Address: _____

_____ Telephone: _____

b. Records are to be kept by enterprise personnel: _____

If "b" has been checked--state the qualifications of your personnel to perform this function:

c. Other: _____

17. Trade References (include addresses and phone numbers):

18. Bank and credit references (including addresses and phone numbers):

19. Indicate the core crew employees in your work force, their job titles, and whether they are Indian or Non-Indian. Core crew is defined as an individual who is either a current confide employee or who is not a current employee but who is regularly employed in a supervisory or other key skilled position when work is available.

b. Over the past three years, what has been the average number of employees:

20. Attach certification by a tribe or other evidence of enrollment in a federally recognized tribe for each officer, partner or individual designated as an Indian in #4.

21. Attach a certified copy of the charter, article of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.

22. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase arrangements.

23. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #4.

24. Attach evidence that the enterprise (or an individual in it) is appropriately licensed for the type of work that is to be performed. Include Federal ID Number.

25. Attach a brief resume of the education, technical training, business, employment, design and/or construction experience for each officer, partner or sole proprietor listed in #4. Include references.

NOTES:

I. Omission of any information may be cause for this statement not receiving timely and complete consideration.

II. The persons signing below certify that all information in this INDIAN ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.

III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

Name Date

If applicant is in a Partnership or Joint Venture, all Partners must sign below:

Name Date

Name Date

If applicant is a corporation, affix corporate seal

Corporate Seal

By: _____
President's Signature Date

Attested by: _____
Corporate Secretary's Signature Date

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:

"Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."