DEPARTMENT OF THE INTERIOR

Indian Gaming; Menominee Indian Tribe of Wisconsin

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved tribal-state compact.

SUMMARY: Pursuant to 25 U.S.C. 2710 of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100–497), the Secretary of the Interior shall publish, in the Federal Register, notice of approved Tribal-State Compacts for the purpose of engaging in Class III (casino) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority has approved the Menominee Indian Tribe of Wisconsin and the State of Wisconsin Gaming Compact of 1992, enacted June 3, 1992.

DATES: This action is effective August 10, 1992.

ADDRESSES: Office of Tribal Services, Bureau of Indian Affairs, Department of the Interior, MS/MIB 4603, 1849 C Street, NW., Washington, DC 20240.

FOR FURTHER INFORMATION CONTACT: Chief, Division of Tribal Government Services, Bureau of Indian Affairs, Washington, DC 20240, (202) 208–7446.

Dated: August 3, 1992.

Eddie F. Brown,

Assistant Secretary—Indian Affairs.

[FR Doc. 92–18843 Filed 8–7–92; 8:45 am]

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United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

TAKE PRIDE IN AMERICA

AUG 3 1992

Honorable Glen T. Miller
Chairman, Menominee Indian Tribe
of Wisconsin
Black River Falls, Wisconsin 54615

Dear Chairman Miller:

On June 19, 1992, we received the Menominee Indian Tribe and State of Wisconsin Gaming Compact of 1992, dated June 3, 1992, together with a copy of Resolution No. 92-43 of the Menominee Tribal Legislature. Resolution No. 92-43 contains the approval of the Tribal Legislature for the tribal/state compact and authorizes Chairman Glen T. Miller to execute the contract. Your letter dated June 12, 1992, requests approval of the compact by the Secretary of the Interior. Pursuant to delegated authority and Section 11 of the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. § 2710, we approve the compact.

The compact shall take effect when notice of approval is published in the Federal Register pursuant to § 11(d)(3)(B) of the IGRA. We have the following general comments on the compact.

We note that Subsection IX(B) of the compact, p. 11, authorizes the employment of a convicted felon in the conduct of Class III gaming, under some circumstances. Although the inclusion of this provision does not require that we disapprove the compact, we could not approve a management contract based upon such a provision. This provision may also be unacceptable under the National Indian Gaming Commission (Commission) regulations when the Commission promulgates such regulations and assumes responsibility for approval of gaming contracts. See Memorandum dated March 26, 1992, from Assistant Solicitor, Branch of Tribal Government and Alaska, a copy of which is enclosed.

The IGRA provides that any tribal-state compact for Class III gaming activity may provide for "the assessment by the State of such activities in such amounts as are necessary to defray the costs of regulating such activity . . ." 25 U.S.C. § 2710(d)(3)(C)(iii). The IGRA further provides that, except for such assessments, the IGRA does not confer on the State any authority to impose any tax, fee, charge or other assessment upon an Indian tribe for Class III gaming activity. Section XXV of the compact provides for the reimbursement of state costs.

The compact provides that (1) for fiscal year ending June 30, 1992, the Tribe shall pay the State $2,083.33, (2) thereafter, until all tribes which requested negotiations have concluded compacts, the Tribe will pay $25,000 per fiscal year, and (3) when all the tribes have concluded compacts, annual reimbursement will be based on each tribe's share of $350,000, determined by each tribe's proportionate share of the gross annual gaming handle for all Class III gaming in the State of Wisconsin.

A compact is "concluded" for the purposes of this provision when the Tribe and the State have signed the compact. All tribes which requested negotiation with the State have now concluded compacts. The $25,000 provision will therefore never become applicable.

The annual total assessment of $350,000 does not appear unreasonable for eleven tribes and for the degree of regulation proposed under the compact. An additional issue is raised, however, by Subsection XXV(D) of the compact, which provides that the Tribe "shall also directly reimburse the Department of Justice and the Lottery Board for their actual and necessary costs of providing services and assistance at the request of the Tribe." The attorney for the State, Michael Lethien, has informed us that this provision allows the State to bill the Tribe only for additional services rendered at the request of the Tribe which are above and beyond the responsibilities of the State under the compact, such as additional background investigations or audits. We have therefore concluded that the provision for reimbursement of state costs does not violate the IGRA.

Subsection XXIV(C) of the compact provides that, for purposes of an action in federal court for declaratory and injunctive relief, an allegation that an official or employee violated the compact shall be deemed "as an allegation that said official or employee is acting in excess of his/her authority for purposes of jurisdiction only." It is not certain that a court would accept jurisdiction under such an agreement. While the possible unenforceability of this provision does not require that we disapprove the compact, we suggest that the Tribe consider the possibility of an amendment to the compact setting forth specific mediation or arbitration procedures.

For your information, Section 11(d) of the IGRA requires that the Chairman of the Commission approve tribal ordinances authorizing Class III gaming. The Commission has not yet issued final regulations governing such approvals. When those regulations are issued, you must submit the tribal ordinances to the Commission for approval.

We wish the Tribe and the State success in this economic venture.

Sincerely,

/S/ Eddie F. Brown

Assistant Secretary--Indian Affairs

Enclosures

Identical Letter to: Honorable Tommy G. Thompson
Governor of Wisconsin
Madison, Wisconsin 53707

bcc: Minneapolis Area Office with copy of approved compact
Supt., Agency with copy of approved compact
National Indian Gaming Commission with copy of approved compact
Penny Coleman, SOL
Twin Cities Regional Solicitors with copy of approved compact
U.S. Attorney with copy of approved compact

MENOMINEE INDIAN TRIBE OF WISCONSIN

and

STATE OF WISCONSIN

GAMING COMPACT OF 1992

MENOMINEE/STATE OF WISCONSIN GAMING COMPACT OF 1992

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MENOMINEE INDIAN TRIBE OF WISCONSIN
and
STATE OF WISCONSIN

GAMING COMPACT OF 1992

This TRIBAL/STATE COMPACT is made and entered into this 3rd day of June, 1992, by and between the MENOMINEE INDIAN TRIBE OF WISCONSIN, a federally acknowledged Indian Tribe acting through the Honorable Glen T. Miller, Chairman, and the STATE OF WISCONSIN, acting through its Governor, the Honorable Tommy G. Thompson:

WHEREAS, the Menominee Indian Tribe of Wisconsin is a sovereign government possessed of all sovereign powers and rights thereto pertaining; and

WHEREAS, the Constitution of the Menominee Indian Tribe of Wisconsin authorizes the Menominee Legislature to negotiate contracts on behalf of the Tribe; and

WHEREAS, the Chairman of the Menominee Indian Tribe of Wisconsin is authorized, pursuant to the Tribal Constitution and the Menominee Tribal Legislature's Resolution attached hereto as Exhibit A, to enter into this Compact on behalf of the Tribe; and

WHEREAS, the State of Wisconsin is a sovereign state of the United States with all the rights and powers thereto pertaining; and

WHEREAS, the Constitution and laws of the State of Wisconsin permit certain Class III gaming activities; and

WHEREAS, the Governor is authorized by s. 14.035, Wis. Stats., to enter into gaming compacts with the several Indian tribal governments within the State of Wisconsin; and

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory Act, P.L. 100-497, 25 U.S.C. sec. 2701, et seq., which provides in part that a tribal/state compact may be negotiated between a tribe and a state to set forth the rules, regulations and conditions under which a tribe may conduct Class III gaming, as defined in the Act, on Indian lands within a state permitting Class III gaming; and

WHEREAS, the Menominee Indian Tribe of Wisconsin and the State of Wisconsin have mutually agreed that the conduct of Class III gaming under the terms and conditions set forth below will benefit the Tribe and protect the citizens of the Tribe and the citizens of the State of Wisconsin, consistent with the objectives of the Indian Gaming Regulatory Act; and

WHEREAS, the Menominee Indian Tribe of Wisconsin and the State of Wisconsin have mutually agreed to the terms and conditions under which certain Class III gaming may be conducted on Tribal lands;

NOW, THEREFORE, THE MENOMINEE INDIAN TRIBE OF WISCONSIN and THE STATE OF WISCONSIN do enter into this Tribal/State Compact.

I. **TITLE.** This document shall be cited as "The Menominee Indian Tribe of Wisconsin/State of Wisconsin Gaming Compact of 1992" (hereinafter, "Compact").

II. **DECLARATION OF POLICIES AND PURPOSES.** The State and the Tribe agree that this Compact is entered for the following purposes and is to be construed and implemented to give effect to these policies:

A. To authorize the operation of certain Class III gaming by the Tribe on Tribal lands in the State of Wisconsin as a means of promoting Tribal economic development, self-sufficiency, and strong Tribal government;

B. To assure that the Tribe's Class III games under this Compact are operated so as to protect against organized crime and other corrupt influences, and to assure that any Class III gaming is operated fairly and honestly by both the Tribe and by the players;

C. To assure effective concurrent Tribal and State regulation of gaming operated under this Compact as provided herein;

D. To fulfill the purpose and intent of the Indian Gaming Regulatory Act by providing for certain Class III gaming operated by the Tribe as a means of generating Tribal revenues to fund programs that provide vital services to members of the Tribe, including education, health and human resources, and economic development for the benefit of the Tribe.

III. **DEFINITIONS.**

For purposes of this Compact:

A. "Act" shall mean the Indian Gaming Regulatory Act, P.L. 100-497, 25 U.S.C. sec. 2701, et seq.

B. "Department of Justice" means the Department of Justice of the State of Wisconsin, its authorized officials, agents and representatives.

C. "Lottery Board" means the Wisconsin Lottery Board, its authorized officials, agents and representatives.

D. "Management contract" means an agreement covering the overall management and operation of a Tribal game or gaming facility by an entity other than the Tribe or its employes, including all collateral agreements to such agreement that relate to gaming activity. The term does not include agreements for the procurement of particular services, materials or supplies related to the Tribe's operation of Class III gaming under this Compact, such as the supply of gaming aids,

communications and other equipment, computers and software and instant scratch tickets.

E. "Person" includes all partnerships (general and limited), associations and corporations.

F. "State" means the State of Wisconsin, its authorized officials, agents and representatives.

G. "Tribal lands" for purposes of this Compact has the following meaning:

1. All lands within the limits of the Menominee Indian Tribe of Wisconsin reservation;
2. All lands within the State of Wisconsin held in trust by the United States for the benefit of the Menominee Indian Tribe of Wisconsin as of October 17, 1988; and
3. All lands within the State of Wisconsin which may be acquired in trust by the United States for the benefit of the Menominee Indian Tribe of Wisconsin after October 17, 1988, over which the Tribe exercises governmental power, and which meet the requirements of sec. 20 of the Act, 25 U.S.C. sec. 2719.

H. "Tribe" means the Menominee Indian Tribe of Wisconsin, its authorized officials, agents and representatives.

IV. AUTHORIZED CLASS III GAMING.

A. The Tribe shall have the right to operate the following Class III games during the term of this Compact but only as provided in this Compact:

1. Electronic games of chance with video facsimile displays;
2. Electronic games of chance with mechanical displays;
3. Blackjack; and
4. Pull-tabs or break-open tickets when not played at the same location where bingo is being played.
5. Menominee Lotto.

B. The Tribe may not operate any Class III gaming not expressly enumerated in this section of this Compact unless this Compact is amended pursuant to section XXXI.

C. Except as provided in par. XV.D.17. of this Compact, the Tribe shall not conduct or permit any Class III gaming or any component thereof outside Tribal lands, including use of common carriers (such as telecommunications, postal or delivery services) for the purpose of sale of a ticket or playing card to, or placement of a wager by, a person who is not physically present on Tribal lands to purchase the ticket or card or place the wager.

D. In the event that the State, after the date on which this Compact becomes binding on the parties, commences actual operation, or licenses or permits the operation, of games not specifically enumerated under subsec. A., this Compact shall be reopened upon written request from the Tribe, for the specific purposes of including such games in subsec A. and of negotiating amendments establishing the Tribal regulatory and State oversight requirements for such games.

E. Should the State, after this Compact becomes binding on the parties, agree to include any additional game in a tribal/state gaming compact, other than as a substitute for one or more of the games listed in paragraphs A.1. through A.3., above, and other than games presently operated or licensed by the State, this Compact shall be reopened on the written request of the Tribe, for the specific purposes of including such game(s) in subsec. A. and of negotiating amendments establishing the Tribal regulatory and State oversight requirements for such game(s).

F. In the event that game(s) not included in pars. A.1. through A.3., above, are included in procedures prescribed for another Wisconsin Indian tribe by the Secretary of the Interior pursuant to section 11 (d)(7)(B)(vii) of the Act, then this Compact shall be reopened upon the request of the Tribe, but only after the State and the other tribe have exhausted their remedies under the federal administrative procedure act, and only for the specific purposes of including such game(s) in subsection A., above, and of establishing the Tribal regulatory and State oversight requirements for such game(s).

G. Upon request of the Tribe, this Compact shall be reopened for the specific purposes of including racing and parimutuel on-track betting in subsec. A. and of negotiating amendments establishing the Tribal regulatory and State oversight requirements for such game(s).

V. CONDUCT OF GAMES; GENERALLY.

A. No person under 18 years of age may play, or be permitted by the Tribe to play, any game authorized by this Compact. If any person below the age of 18 plays and otherwise qualifies for a prize or winnings, the prize or winnings shall not be paid, and the estimated amount wagered during the course of the game shall be returned to the minor.

B. No person under 18 years of age may be employed in the conduct of gaming under this Compact.

C. No person who is visibly intoxicated shall be permitted to play any game authorized by this Compact.

D. All gaming shall be conducted on a cash basis. Except as herein provided, no person shall be extended credit for gaming by any tribal gaming facility, nor shall the Tribe permit any other person to offer such credit for a fee. This section shall not restrict the right of the Tribe to install or accept bank card or credit card transactions in the same manner as would normally be permitted at any retail business within the State.

E. The Tribe shall provide and publish procedures for impartial resolution of a player dispute concerning the conduct of a game which shall be made available to customers upon request.

F. Alcohol beverages may be served at locations where games authorized under this Compact are conducted only during the hours prescribed in sec. 125.32 (3), Wis. Stats. Alcohol

beverages may not be sold for the purpose of off-premises consumption at locations where games authorized under this Compact are conducted.

VI. **PROPRIETARY INTEREST.**
The Tribe shall have the sole proprietary interest in all Class III gaming activities operated under this Compact and shall not authorize, permit, or license the operation of any Class III gaming activity under this Compact by any other person, except that the Tribe may enter a management contract subject to the provisions of section VIII. of this Compact and section 12 of the Act, and except for licensing expressly provided in section XVII of this Compact.

VII. **GAMING-RELATED CONTRACTOR; CONTRACTOR TO HOLD STATE CERTIFICATE.**

A. "Gaming-related Contract" means any agreement under which the Tribe procures for Class III gaming materials, supplies, equipment or services which are unique to the operation of gaming and not common to ordinary Tribal operations (such as accounting or legal services); the term includes, but is not limited to:
   1. Management contracts.
   2. Management consultation services regarding the administration, supervision, or training of one or more functions related to gaming management or operations under this Compact.
   3. Contract security services.
   4. Prize payout agreements or annuity contracts.
   5. Procurement (including lease) of materials, supplies, equipment or services involving marketing, maintenance or repair of gaming-related equipment, tickets and other gaming supplies or materials, the receiving or recording of a player's gaming selections or wagers, and the determination of winners.
   6. Financing of facilities in which gaming under this Compact is operated, except financing by a state or federally chartered financial institution.

B. The Tribe shall not enter or maintain a gaming-related contract involving total consideration exceeding $10,000 in any year with any person unless that person holds a Certificate issued by the Lottery Board under this section.

C. No person may enter or maintain a gaming-related contract with the Tribe involving total consideration exceeding $10,000 in any year unless the person holds a Certificate issued by the Lottery Board under this section.

D. Certificate issued by Lottery Board.
   1. A Certificate shall be issued to a person, and the person may continue to hold a Certificate, unless the person:
      a. Has been convicted of, or entered a plea of guilty or no contest to, any of the following during the

immediately preceding 10 years, unless the person has been pardoned:

(1) A felony.
(2) Any gambling-related offense.
(3) Fraud or misrepresentation in any connection.
(4) A violation of any provision of chs. 562 or 565, Wis. Stats., a rule promulgated by the Lottery Board or Wisconsin Racing Board, or a Tribal ordinance regulating or prohibiting gaming.

b. Is determined by the Lottery Board to be a person whose prior activities, criminal record if any, or reputation, habits, and associations (including employes and agents in relation to a gaming-related contract) 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; provided, however, that the fact that a person provided materials, supplies, equipment or services to the Tribe in relation to Class III gaming prior to the date on which this Compact becomes binding on the parties shall not be considered in making determinations under this subdivision.

c. Is determined by the Lottery Board to have knowingly and wilfully provided materially important false information to the Lottery Board or to the Tribe, or has refused to respond to questions propounded pursuant to subdiv. D.3.a.

d. Determinations of the Lottery Board under subdivs. a., b., and c. are subject to judicial review as provided in sec. 227.52, Wis. Stats.

e. Except as provided in subdiv. f., if the person is--

(1) A partnership, then subdiv. a. applies to the partnership and each general and limited partner of the partnership.
(2) An association, then subdiv. a. applies to the association and each officer and director of the association.
(3) A corporation, then subdiv. a. applies to the corporation, each officer or director of the corporation and each owner, directly or indirectly, of any equity security or other ownership interest in the corporation. In the case of owners of publicly held securities of a publicly traded corporation, subdiv. a. applies only to those persons who are

beneficial owners of 5% or more of the publicly held securities.

f. The restrictions under subdiv. a. do not apply to the partnership, association or corporation if the Lottery Board determines that the partnership, association or corporation has terminated its relationship with the partner, officer, director or owner who was convicted or entered the plea or with the partner, officer, director, owner or other individual whose actions directly contributed to the partnership's, association's or corporation's conviction or entry of plea.

g. Any conviction, guilty plea or plea of no contest of any partnership, limited partnership, association or corporation shall be imputed to any individual who, though not convicted, directly contributed to the transaction giving rise to the conviction, guilty plea or plea of no contest.

2. Investigations necessary for the determinations under this section shall be conducted by the Lottery Board with the assistance of the Department of Justice. Persons holding Certificates under this section shall be subject to periodic review in order to determine continuing compliance with the requirements of this section.

3. Any person applying for or holding a Certificate under this section shall--

a. Respond, under oath, to such written or oral questions that the Lottery Board may propound in the performance of its responsibilities under this section.

b. Pay to the State the amount of the State's actual costs in conducting investigations and making determinations under this section.

c. Be fingerprinted on 2 fingerprint cards each bearing a complete set of the person's fingerprints. The Department of Justice may submit the fingerprint cards to the Federal Bureau of Investigation for the purpose of verifying the identity of the person fingerprinted and obtaining records of his or her criminal arrests and convictions.

d. Submit to the Lottery Board a list of all states in which the person has done business within the last three years. The list shall include license or permit numbers (if issued) and the operative dates of the license(s) or permit(s).

E. Tribal and State Cooperation and Consultation.

1. Upon receipt of an application for a certificate under this section, the state will promptly:

a. Submit to the Tribe a copy of the application with its supporting documentation;

b. Invite the Tribe to provide information concerning the fitness and eligibility of the applicant for a certificate under this section; and

c. Invite the Tribe's recommendation as to whether a certificate should issue and the Tribe's reasons therefor.

2. Where the Tribe has elected to consult with the State under par. 1., above, and in the event it appears that a certificate should not be issued to the applicant:

a. The Executive Director of the Lottery Board shall, before making a determination under this section, offer to consult with the Tribe concerning the factual basis and reasons for the proposed denial; and

b. If, after consultation under subpar. a., the Executive Director determines that a certificate should not issue to the applicant, the Tribe shall have the right to appeal the matter to the Lottery Board and be heard thereon. Any decision of the Lottery Board shall designate the Tribe as an interested party for purposes of judicial review under ch. 227, Stats.

F. The Tribe shall include the following provisions in any gaming-related contract:

1. The contract shall be terminated if, during the term of the contract or any extension thereof, the person's Certificate under this section is revoked by the Lottery Board.

2. The contract is subject to the provisions of this Compact.

3. A Certificate issued under this section of the Compact shall not constitute a property interest under state or federal law.

G. The Lottery Board, in addition to such other review or reconsideration procedures as it may adopt, shall upon receipt from the Tribal Legislature, or its Chairman, of a written request for reconsideration of any action associated with the Tribe or associated with an existing or proposed Tribal gaming-related contractor, provide reconsideration of its determination, considering each reason specified in the request. A representative of the Tribe shall, upon written request, be heard by the Board concerning the reconsideration of the determination.

H. Transitional provision. Subsections B. and C., above, notwithstanding, a person who has a gaming-related contract in effect with the Tribe on the date this Compact becomes binding on the parties may continue to perform under such contract pending final decision on issuance of a Certificate under this section to such person; provided that:

1. Within ten days after this Compact becomes binding on the parties, the Tribe provides to the Lottery Board a list of all such persons, with their addresses and a

specification of the materials, supplies, equipment or services under contract; and

2. Within ten days after this Compact becomes binding on the parties, such person included in the list applies to the Lottery Board for a Certificate under this section.

VIII. **MANAGEMENT CONTRACTS.**

A. The Tribe agrees that, subject to the Certificate requirements of section VII. of this Compact, the Tribe may enter into a management contract for the operation and management of a class III gaming activity permitted under this Compact. Before approving such contract, the Tribe shall insure that the following information is supplied to the Lottery Board at least 60 days prior to the Tribe's approval of the contract:

1. The name, address, and other additional pertinent background information on each person or entity (including individuals comprising such entity) having a direct financial interest in, or management responsibility for, such contract, and, in the case of a corporation, those individuals who serve on the board of directors of such corporation and each of its stockholders who hold (directly or indirectly) 5 percent or more of its issued and outstanding stock;
2. A description of any previous experience that each person listed pursuant to par. 1. has had with other gaming contracts with Indian tribes or with the gaming industry generally, including specifically the name and address of any licensing or regulatory agency which has issued the person a license or permit relating to gaming or with which such person has had a contract relating to gaming;
3. A complete financial statement of each person listed pursuant to par. 1.; and
4. A copy of any proposed contract, and, thereafter copies of any subsequent draft or update of the contract.

B. Any person listed pursuant to subsec. A. shall be required to respond under oath to such written or oral questions that the Tribe or the Lottery Board may propound in accordance with their responsibilities under this section.

C. The Tribe shall not enter a management contract unless the contract provides at least:

1. For adequate accounting procedures that are maintained, and for verifiable financial reports that are prepared, by or for the tribal governing body on a monthly basis;
2. For access to the daily operations of the gaming activities to appropriate officials of the Tribe, the Lottery Board or the Department of Justice who shall also have a right to verify the daily gross revenues and income made from any such tribal gaming activity;

3. For a minimum guaranteed payment to the Tribe, that has preference over the retirement of development and construction costs;
4. For an agreed ceiling for the repayment of development and construction costs;
5. For a contract term not to exceed five years, except that the Tribe may approve a contract term that exceeds five years but does not exceed seven years if, after consultation with the Lottery Board, the Tribe is satisfied that the capital investment required, and the income projections, for the particular gaming activity require the additional time;
6. For a complete, detailed specification of all compensation to the Contractor under the contract; and
7. For grounds and mechanisms for terminating such contract, including summary termination upon revocation of the management contractor's Certificate under section VII. of this Compact.

D. The Tribe may approve a management contract providing for a fee based upon a percentage of the net revenues of a tribal gaming activity, which shall not exceed thirty percent, unless the Tribe, after consultation with the Lottery Board, determines that the capital investment required, and income projections, for such gaming activity, require an additional fee, which in no event shall exceed forty percent of net revenues of such gaming activity. A contract providing for a fee based upon a percentage of net revenues shall include a provision describing in detail how net revenues will be determined.

IX. CRIMINAL AND BACKGROUND RESTRICTIONS.

A. The Tribe agrees that no person may be employed in the operation or conduct of gaming under this Compact, and the Tribe shall not permit a gaming related contractor to employ any person in the course of performance under the contract, if that person:
   1. 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 an offense under subdiv. b., c. or d., during the immediately preceding 10 years.
      b. Any gambling-related offense.
      c. Fraud or misrepresentation in any connection.
      d. A violation of any provision of chs. 562 or 565, Wis. Stats., a rule promulgated by the Lottery Board or Wisconsin Racing Board, or a Tribal ordinance regulating or prohibiting gaming.
   2. Has been determined by the Tribe 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.

B. The restriction in par. A.1. shall not disqualify an applicant or employe if the Menominee Tribal Legislature waives such restriction by legislative resolution after the applicant or employe has demonstrated to the Legislature evidence of sufficient rehabilitation and present fitness.

C. The Tribe shall have primary responsibility for the investigations and determinations under this section, and shall retain for a period of at least 7 years, all records relating to such investigations and determinations.

D. Persons subject to this section shall be periodically reviewed (at least every two years) to determine whether they continue to meet the requirements and limitations of this section.

E. Criminal history data compiled by the Department of Justice on any person subject to subsection A. shall, subject to applicable federal or state law, be released to the Tribe as part of its report regarding each person, and the Tribe shall reimburse the State for the Department's actual costs of compiling the data.

X. RECORDS.

A. In addition to records specifically required under other provisions of this Compact, the Tribe shall also maintain, and the State shall have the right to inspect and copy, the following records related to Class III gaming for at least seven years after the record is created:

1. All accounting records, which shall be kept on a double entry system of accounting, including detailed, supporting and subsidiary records.
2. Revenues, expenses, assets, liabilities and equity by game at each location where any component of Class III gaming, including ticket sales, is conducted.
3. Daily cash transactions for each game at each location at which any component of Class III gaming is conducted, including but not limited to transactions relating to each gaming table bank, game drop box and gaming room bank.
4. For electronic games of chance, analytic reports which, by each machine, compare actual hold percentages to theoretical hold percentages.
5. Contracts, correspondence and other transaction documents relating to all vendors and contractors.
6. Records of all Tribal enforcement activities relating to gaming operated under this Compact.
7. All audits prepared by or on behalf of the Tribe.
8. Personnel information on all Class III gaming employes or agents, including complete sets of each employe's fingerprints, employe photographs, and employe profiles

and background investigations, except that employe work schedules shall be maintained for a period of at least 2 years. This provision shall not include personnel records of tribal members as to matters that are not related to gaming.

9. Records of background investigations and determinations under section IX. of this Compact.

B. Confidentiality of Tribal gaming records.

1. The Tribe requires that its gaming records be confidential. The State and the Tribe agree that the State does not otherwise have a right to inspect or copy tribal gaming records. However, in order to enable the State to perform its oversight and enforcement functions and responsibilities under this Compact, the Tribe required that the State pledge, and the State does so pledge, that any tribal records or documents submitted to the State, or of which the State has retained copies in the course of its gaming oversight and enforcement, will not be disclosed to any member of the public except as needed in a judicial proceeding to interpret or enforce the terms of this Compact. In return, the Tribe has granted the State the right to inspect and copy the Tribal records as provided in this Compact.

2. This Compact is provided for by federal law and therefore supersedes state records law to the contrary.

C. The Tribe shall have the right to inspect and copy all State records concerning the Tribe's Class III gaming; provided, that the State may withhold access to records as permitted under the state public records law, sec. 19.35, et seq., Wis. Stats.

XI. CONFLICTS OF INTEREST PROHIBITED.

A. The Tribe shall adopt within its Gaming Code provisions restricting the conduct of gaming by persons employed by the Tribe.

B. No person employed by the Tribe in the conduct of gaming under this Compact may have a direct or indirect interest in, or be employed by, any person who has entered a gaming-related contract with the Tribe.

XII. AUDITS.

A. Financial Audit. At the close of each fiscal year (commencing with the current tribal fiscal year), the Tribe shall engage an independent certified public accountant to audit the books and records of all gaming operations conducted under this Compact. The audit shall be completed within 90 days after the close of the fiscal year. Upon completion of the audit the Tribe shall forward copies of any audit reports and management letters to the Wisconsin State Auditor (hereafter, "State Auditor") and to the Lottery Board and shall make copies of all current internal accounting and audit procedures available to the State upon request.

B. Security Audit. Commencing with the current tribal fiscal year and at least once every two years thereafter, the Tribe shall engage a qualified independent auditor to conduct a security audit. The audit shall be completed within 90 days, and the Tribe shall forward copies of any audit reports and management letters to the State Auditor and the Lottery Board. The purpose of the security audit shall be to review and evaluate the effectiveness, adequacy and enforcement of at least the following:

1. Physical systems and administrative policies and procedures controlling access to non-public offices, warehouses, and computer rooms relating to the conduct of gaming under this Compact.
2. Physical systems and administrative policies and procedures for handling cash and for redemption of winning tickets or credit statements issued by electronic games of chance from their receipt by the Tribe to payment of the player, including procedures for receiving and routing incoming prize claims.
3. Policies, procedures and practices to prevent theft, loss or destruction of materials, equipment, or supplies associated with any of the games authorized by this Compact, including records required to be created and maintained by this Compact.
4. Policies, procedures and practices to ensure the randomness, accuracy, integrity and reliability of games operated pursuant to this Compact.
5. Fitness and integrity of computer software utilized for financial accounting and conduct of gaming under this Compact.

C. Engagement of Auditors.

1. The Tribe shall engage auditors experienced in auditing gaming who shall perform the audit in conformity with the most current edition of "Accounting and Audit Guide--Casinos," published by the American Institute of Certified Public Accountants.
2. The Tribe shall give the State Auditor and Lottery Board 30 days' written notice of its intent to engage an auditor under this section, and with the notice shall also forward a draft of the proposed engagement letter and audit procedures. The State Auditor or the Lottery Board may submit written comments or objections concerning the engagement to the Tribe.
3. The Tribe shall permit the State Auditor or the Lottery Board to consult with the auditors before or after any audits or periodic checks on procedures that may be conducted by the auditors; shall, upon written request, make the auditors' work papers available for review at the office of the accountant or the Tribe; and shall allow the State Auditor or Lottery Board to submit written comments or suggestions for improvements regarding the accounting and audit procedures. Within

30 days of receipt of any written comments or suggestions, the Tribe shall respond in writing to the comments or suggestions.

XIII. WITHHOLDING WISCONSIN INCOME TAX.

A. The Tribe shall withhold Wisconsin income tax from any payment of a prize or winnings from which it must also withhold federal taxes under the Internal Revenue Code or Regulations, except that the Tribe shall not be required to withhold Wisconsin income tax from payments to:
   1. Enrolled members of the Tribe who reside on the Tribal reservation; or
   2. Individuals who certify to the Tribe that they are not legal residents of the State of Wisconsin, unless such individuals are subject to Wisconsin income tax on such winnings under ch. 71, Wis. Stats., for the calendar year in which the payment is made.

B. The amount to be withheld under subsec. A. shall be determined by multiplying the amount of the payment by the greater of 6.93% (.0693), or the highest Wisconsin income tax rate applicable to individuals under s. 71.06 (1), Wis. Stats., for the calendar year in which the payment is made.

C. During the term of this Compact, the Tribe shall be registered with the Wisconsin Department of Revenue for withholding tax purposes and have a Wisconsin employer identification number. Wisconsin income tax withheld under subsec. A. shall be deposited on the same basis as taxes withheld from wages of employes are deposited by employers. Amounts withheld under subsec. A. shall be combined with amounts withheld from the wages of Tribal employes and a single deposit filed for the resulting total.

XIV. PUBLIC HEALTH AND SAFETY.

A. In regard to any facilities utilized for Class III gaming under this Compact, the Tribe shall enact ordinances setting forth public health and safety standards for public buildings, electrical wiring, fire prevention, plumbing and sanitation that are at least as restrictive as those standards set forth in chapter 101 of the Wisconsin Statutes and the administrative rules adopted thereunder including, but not limited to chs. ILHR. 14 (Fire Prevention), 16 (Electrical Wiring), 28 (Smoke Detectors), 160 (Existing Buildings), 162 (Theatres and Assembly Halls), and 81-86 (Plumbing), Wis. Adm. Code. The Tribe shall periodically update its public health and safety ordinances in accord with changes in this law and the administrative rules.

B. The Tribe shall engage a state certified inspector to conduct inspections of all facilities for Class III gaming under this Compact on a periodic basis, but not less than annually, and shall promptly repair or correct any and all instances of non-compliance with the requirements of this section. An inspection report shall be prepared by the Tribe in

connection with each inspection and copies of said reports shall be forwarded to the Lottery Board.

C. The tribal ordinance referred to in subsec. A. may exempt the Tribe's two existing gaming facilities for a period of not more than one year from the date this Compact becomes binding on the parties.

XV. ELECTRONIC GAMES OF CHANCE.

A. Definitions.

For the purposes of this section:

1. "Credit" means the smallest unit of value that may be used to play a game on an electronic game of chance or that may be redeemed in currency.
2. "Distributor" means a person who obtains an electronic game of chance from a manufacturer and who intends to furnish it to the tribe.
3. "Manufacturer" means a person who manufactures, produces, or assembles an electronic game of chance, and who intends to furnish it to a distributor or the tribe.
4. "Electronic Game of Chance" means a microprocessor-controlled electronic device which allows a player to play games of chance, some of which are affected by skill, which device is activated by the insertion of a coin or currency, or by the use of a credit, and which awards game credits, cash, tokens, or replays, or a written statement of the player's accumulated credits, which written statements are redeemable for cash.
   a. Game play may be displayed by:
      (1) Video facsimile; or
      (2) Mechanical rotating reels whereby the software of the device predetermines the stop positions and the presence, or lack thereof, of a winning combination and pay out, if any.
   b. The term "electronic game of chance" does not include, and this Compact expressly prohibits, the operation and play of devices which utilize mechanical or optical sensors to evaluate reel positions when they come to rest after being spun for game play.

B. Testing of Electronic Games of Chance.

1. <u>Testing and Approval of Electronic Games of Chance</u>. No electronic game of chance may be operated by the Tribe unless: (1) the electronic game of chance is obtained from a manufacturer or distributor that holds a Certificate issued under section VII. of this Compact to sell, lease, or distribute electronic games of chance; and (2) the electronic game of chance, or a prototype thereof, has been tested, approved or certified by a gaming test laboratory as meeting the requirements and standards of this Compact. For purposes of this Compact, a gaming test laboratory is a laboratory agreed

to and designated in writing by the Lottery Board and the Tribe as competent and qualified to conduct scientific tests and evaluations of electronic games of chance and related equipment. A laboratory operated by or under contract with the states of Minnesota, New Jersey, or South Dakota constitutes a designated gaming test laboratory.

2. Application for Approval of Prototype Electronic Games of Chance. The Tribe shall provide or require that the manufacturer provide to the gaming test laboratory two copies of electronic game of chance illustrations, schematics, block diagrams, circuit analyses, technical and operation manuals, program object and source codes, hexadecimal dumps (the compiled computer program represented in base-16 format), and any other information requested by the gaming test laboratory.
3. Testing of Electronic Games of Chance. If required by the gaming test laboratory, the Tribe shall require the manufacturer to transport not more than two working models of the electronic games of chance and related equipment to a location designated by the laboratory for testing, examination, and analysis. The Tribe shall require the manufacturer to pay for any and all costs for the transportation, testing, examination, and analysis. The testing, examination, and analysis may include the entire dismantling of the electronic games of chance and related equipment and some tests may result in damage or destruction to one or more electronic components of the devices. If required by the laboratory, the Tribe must require the manufacturer to provide specialized equipment or the services of an independent technical expert to assist the testing, examination, and analysis.
4. Report of Test Results. At the conclusion of each test, the laboratory shall provide to the Lottery Board and the Tribe a report that contains findings, conclusions, and a determination that the electronic game of chance and related equipment conforms or fails to conform to the hardware and software requirements of this Compact. If modifications can be made which would bring the electronic game of chance or related equipment into compliance, the report may contain recommendations for such modifications.
5. Modifications of Approved Electronic Games of Chance. No modification to the assembly or operational functions of any electronic game of chance or related equipment may be made after testing and installation unless a gaming test laboratory certifies to the Lottery Board and the Tribe that the modified electronic game of chance conforms to the standards of this Compact. Any proposed modifications shall be subject to the requirements of pars. 1. through 4. above, before the

modification may be implemented, and shall be reported as required under par. C.1., below.

6. Conformity to Technical Standards. The Tribe shall require the manufacturer or distributor to certify, in writing, to the Tribe and the Lottery Board that, upon installation, each electronic game of chance placed in a Tribal gaming facility:
   a. Conforms precisely to the exact specifications of the electronic game of chance prototype tested and approved by the gaming test laboratory; and
   b. Operates and plays in accordance with the technical standards prescribed in this section.
7. Machine Identification. A non-removable plate shall be affixed to each electronic game of chance. This plate shall have written upon it the machine's serial number, manufacturer, unique identification number assigned by the Tribe for purposes of reporting under Section C., and the date the unique identification number was assigned.

C. Tribal Reports to Lottery Board.
1. Installation and Operation. At least 10 days prior to installation of an electronic game of chance, the Tribe shall report to the Lottery Board, on a form prescribed by the Board, the following information for each electronic game of chance, including, but not limited to:
   a. The type of electronic game of chance;
   b. The game's serial number;
   c. The game's manufacturer;
   d. The person from whom the game was acquired; the means by which the game was transported into the State and the name and street address of any common carrier or other person transporting the game;
   e. The certification required under par. B.6., above;
   f. The unique identification number assigned by the Tribe under par. B.7, above;
   g. The EPROM chip's identification number;
   h. The location in which the game will be placed, and
   i. The date of installation.
2. Removal from play. Upon removal of an electronic game of chance from a tribal gaming facility, the Tribe shall provide to the Lottery Board the information required by par. 1, a. through g., along with a specification of:
   a. The date on which it was removed;
   b. The game's destination; and
   c. The name of the person to whom the equipment is to be transferred, including the person's street address, business and home telephone numbers; the means by which the game is to be transported and the name and street address of any common carrier or other person transporting the game.

3. Existing games. The Tribe shall provide, within 10 days after this Compact becomes binding on the parties, a listing of all electronic, electro-mechanical, and mechanical games installed, in service, or operated by the Tribe on or before the date of execution of this Compact. The Tribe warrants and represents that this listing, which shall be identified as Exhibit B to this Compact and incorporated herein by reference, shall be full and complete. The form of the Exhibit shall include:
   a. The type of electronic game of chance;
   b. The game's serial number;
   c. The game's manufacturer;
   d. The person from whom the game was acquired;
   e. The EPROM chip's identification number; and
   f. The game's location.

D. Hardware Requirements for Electronic Games of Chance.
1. Physical Hazard. Electrical and mechanical parts and design principles of the electronic games of chance may not subject a player to physical hazards.
2. Surge Protector. A surge protector must be installed on the line that feeds power to the electronic game of chance.
3. Battery Backup. A battery backup or an equivalent shall be installed on the electronic game of chance for the electronic meters and must be capable of maintaining the accuracy of all information required by this Compact for 180 days after power is discontinued from the machine. The backup device shall be kept within the locked microprocessor compartment.
4. On/Off Switch. An on/off switch that controls the electrical current used in the operation of an electronic game of chance and any associated equipment must be located in a place which is readily accessible within the interior of the machine.
5. Static Discharge. The operation of each electronic game of chance must not be adversely affected by static discharge or other electromagnetic interference.
6. Approved Coin and Bill Acceptors. At least one electronic coin acceptor must be installed in or on each electronic game of chance. The devices may also contain bill acceptors for denominations determined by the Tribe. Prior to operation, all models of coin and bill acceptors installed must have been tested and approved in writing by a gaming test laboratory as provided in subsec. B.
7. Cabinet Security.
   a. The cabinet or interior area of the electronic game of chance shall be locked and not readily accessible.
   b. The electronic game of chance shall have a single printing mechanism which must be capable of

printing an original audit ticket and retaining an exact legible copy, either within the game or in an on-line electronic game management system approved by the independent gaming test laboratory, that provides permanent sequential tracking, and which permits monitoring of error conditions on a printed medium for future use, and which records the following information:

(1) Amount deposited in the machine through coin collectors and bill acceptors;
(2) Number of credits paid;
(3) Value of the credits paid in dollars and cents displayed in numeric form;
(4) Amount of net revenue to the machine;
(5) Time of day in twenty-four hour format showing hours and minutes;
(6) Date;
(7) Machine serial number or unique asset number assigned by the Tribe;
(8) Terminal number;
(9) Number of times the microprocessor compartment has been opened;
(10) Number of times the cash compartment has been opened; and
(11) The number of times the cabinet has been opened.

c. Electronic games of chance utilizing coin drop hoppers are permitted, provided they are monitored by an on-line electronic game management/reporting system which has been approved by the independent gaming test laboratory, or by an equivalent technology, accepted in writing by the Executive Director of the Wisconsin Lottery and approved by the independent gaming test laboratory.

d. The term "error conditions" as used in this subdivision includes:

(1) Cabinet door open and cash compartment door open.
(2) Coin-in tilt and reverse coin-in tilt.
(3) Hopper empty, hopper jam, or hopper runaway/malfunction.

8. Repairs and Service. An authorized agent or employee of the Tribe may open the gaming cabinet to effect repairs and service, but shall do so only in the presence of another Tribal agent or employee.

9. Microprocessor Compartment. The compartment containing the microprocessor-controlled device within the cabinet of the electronic game of chance must be locked and sealed, and unlocked by a different key than the key which unlocks the cabinet or cash compartment. The compartment may only be opened in the presence of a tribal official. The key to the microprocessor

compartment shall be kept by the Tribe in a secure place.

10. Secure Electronic Components.
    a. Logic Boards and software Erasable Programmable Read Only Memory (EPROM) chips and other logic control components shall be located in a separate compartment within the electronic game of chance and that compartment shall be sealed and locked with a different key or combination than that used for the main cabinet door, and cash compartment.
    b. Upon installation, the Tribe shall affix or cause to be affixed to the EPROM chip(s) of each electronic game of chance a strip of security tape, capable of evidencing the removal of an EPROM chip if the EPROM chip is removed from the circuit board. The security tape shall be secured and available only to the authorized personnel of the Tribe. The Tribe shall maintain accurate and complete records of the identification number of each EPROM chip installed in each electronic game of chance.
11. Secure Cash Compartment. The coins and currency compartment shall be locked separately from the main cabinet area, and secured with a different key or combination than used for the main cabinet door, except that a separate cash compartment shall not be required for coins necessary to pay prizes in a machine which pays prizes through a drop hopper as permitted in this section. Cash compartment keys must be kept in a secure location. Except as provided in this section, the compartment in which the inserted coins and bills are deposited shall be locked at all times. An employe or official of the Tribe may open the cash compartment in the gaming cabinet for the purpose of collecting the accumulated cash. The amount of accumulated cash shall be recorded.
12. Hardware Switches Prohibited. No hardware switches may be installed on an electronic game of chance or on any associated equipment which may alter the pay tables or payout percentages in the operation of the gaming device. Hardware switches may be installed to control the machine's sound.
13. Printing of Written Statement of Credits. Each electronic game of chance which awards credits or replays but not coins or tokens shall allow the player to request a written statement upon completing play. Upon printing a written statement, the printer must retain an exact, legible copy of the written statement within the machine.
14. Maximum Wagers. An electronic game of chance shall not allow any player to wager more than $5 during a game.

15. Minimum Age Warning. The minimum legal age requirement in subsec. V.A. of this Compact for a person to play an electronic game of chance must be displayed on the machine face under glass or on an unremovable plate on the front exterior of the game.
16. No Credit Cards Permitted. No electronic game of chance may be equipped with a device which permits the player to use a credit card rather than currency or coin to activate the game.
17. Operation as Part of a Network. The hardware requirements of this subsection shall not be construed to prevent the operation of the electronic game of chance as part of a network with an aggregate prize or prizes; provided:
    a. An electronic game of chance capable of bidirectional communication with external associated equipment must utilize communication protocol which insures that erroneous data or signals will not adversely affect the operation of the game. The operation of the local network must be approved by the independent gaming test laboratory; and
    b. Where the network links the Tribe's electronic games of chance to tribal games of chance on other Indian reservations, each Tribe participating in the network shall have in force a Class III gaming compact authorizing such gaming as part of a network and all segments of the network shall utilize security standards agreed between the Tribe and the Executive Director of the Lottery Board which are at least as restrictive as those used by the Wisconsin Lottery for its on-line games.

E. Software Requirements for Electronic Games of Chance.
1. Randomness Testing. Each electronic game of chance must have a true random number generator that will determine the occurrence of a specific card, symbol, number, or stop position to be displayed on the electronic screen or by the mechanical rotating reels. A selection process will be considered random if it meets all of the following requirements:
    a. Chi-Square Analysis. Each card, symbol, number, or stop position which is wholly or partially determinative of the outcome of a game satisfies the 99 percent confidence limit using the standard chi-square analysis.
    b. Runs Test. Each card, symbol, number, or stop position does not as a significant statistic produce predictable patterns of game elements or occurrences. Each card, symbol, number, or stop position will be considered random if it meets the 99 percent confidence level with regard to the

"runs test" or any generally accepted pattern testing statistic.

c. Correlation Analysis. Each pair of cards, symbols, numbers, or stop positions is independently chosen without regard to any other card, symbol, number or stop position, drawn within that game play. Each pair of cards, symbols, numbers, or stop positions is considered random if it meets the 99 percent confidence level using standard correlation analysis.

d. Serial Correlation Analysis. Each card, symbol, number, or stop position is independently chosen without reference to the same card, number, or stop position in the previous game. Each card, number, or stop position is considered random if it meets the 99 percent confidence level using standard serial correlation analysis.

e. Live Game Correlation. Electronic games of chance that are representative of live gambling games must fairly and accurately depict the play of the live game.

2. Software Requirements for Percentage Payout. Each electronic game of chance must meet the following maximum and minimum theoretical percentage payout during the expected lifetime of the game:

   a. Electronic games that are not affected by player skill shall pay out a minimum of 80 percent and no more than 100.0 percent of the amount wagered. The theoretical payout percentage will be determined using standard methods of probability theory;

   b. Electronic games that are affected by player skill, such as electronic draw poker and blackjack, shall pay out a minimum of 83 percent and no more than 100.0 percent of the amount wagered. This standard is met when using a method of play that will provide the greatest return to the player over a period of continuous play.

3. Minimum Probability Standard for Maximum Payout. Each electronic game of chance must have a probability of obtaining the maximum payout which is greater than 1 in 17,000,000 for each play.

4. Software Requirements for Continuation of Game After Malfunction. Each game must be capable of continuing the current game with all current game features after a game malfunction is cleared. This provision does not apply if a game is rendered totally inoperable; however, the current wager and all player credits prior to the malfunction must be returned to the player.

5. Software Requirements for Play Transaction Records. Each game must maintain electronic accounting meters at all times, regardless of whether the machine is being supplied with power. Each meter must be capable of

maintaining totals no less than six digits in length for the information required in subdivs a. through d., inclusive. The electronic meters must record the following information:

a. Total number of coins inserted. The meter must count the total number of coins that are inserted by the player or the coin equivalent if a bill acceptor is being used;
b. Number of credits wagered;
c. Number of credits won;
d. Credits paid out by a printed written statement;
e. Number of times the logic area was accessed;
f. Number of times the cash compartment was accessed;
g. Number of coins or credits wagered in the current game;
h. Number of coins or credits won in the last complete, valid game, commonly referred to as the credit meter; and
i. Number of cumulative credits representing money inserted by a player and credits for games won but not collected, commonly referred to as the credit meter.

6. No Automatic Clearing of Accounting Meters. No game may have a mechanism by which an error will cause the electronic accounting meters to automatically clear. All meter readings must be recorded and dated in the presence of a tribal official both before and after the electronic accounting meter is cleared.
7. Display of information. The display information required in par. 8. shall be kept under glass or another transparent substance and at no time may stickers or other removable devices be placed on the machine face.
8. Rules Display. The software shall display:
   a. The rules of the game prior to each game being played;
   b. The maximum and minimum wagers, the amount of credits which may be won for each winning hand or combination of numbers or symbols; and,
   c. The credits the player has accumulated;

   Provided, however, in the case of an electronic game of chance with a mechanical display, the information required by subdivs. a. and b. shall be permanently affixed on the game in a location which is conspicuous to the player during play.

F. Transitional provision.
Electronic, electro-mechanical, and mechanical games of chance enumerated in Exhibit B, attached hereto, must be tested and approved by a gaming test laboratory as required under subsec. B., and reported to the Lottery Board under subsec. C., within 60 days of the Tribe's execution of this Compact. Notwithstanding the foregoing, if these games cannot comply with the technical standards of this Compact

within the 60-day period due to circumstances beyond the control of the Tribe, these games shall be brought into compliance or replaced with complying equipment at the earliest date possible, but in no instance later than 360 days after the Tribe's execution of this Compact.

G. Non-complying games.

1. The following are declared to be non-complying games:
   a. All electronic, electro-mechanical and mechanical games of chance to which the Department of Justice or the Lottery Board have been denied access for inspection purposes;
   b. All electronic games of chance operated in violation of this Compact;
   c. All electronic, electro-mechanical, or mechanical games not reported as required under par. C. or Exhibit B to this Compact.
2. Demand for Remedies for Non-Complying Games. Electronic games of chance believed to be non-complying shall be so designated, in writing, by the Lottery Board. Within 5 days of receipt of such written designation, the Tribe shall either:
   a. Accept the finding of non-compliance, remove the games from play, and take appropriate action to ensure that the Tribe, the manufacturer, distributor or other responsible person cures the problem; or
   b. Contest the finding of non-compliance by so notifying the Lottery Board in writing, and arrange for the inspection of the contested equipment, or single example thereof, by an independent gaming test laboratory as provided in subsec. B. within three days of the receipt of the finding of non-compliance. If the independent laboratory finds that the game or related equipment is non-complying, the non-complying game and related equipment shall be permanently removed from play unless modified to meet the requirements of this Compact. Games and related equipment removed from play under this paragraph may be returned to play only after tested, approved or certified as provided under subsec. B. and reported to the Lottery Board as provided under subsec. C.

H. Game locations. Electronic games of chance authorized and operated under this section may be located on tribally-owned land or land held in trust by the United States on behalf of the Tribe, but only on such lands within the exterior boundaries of the tribal reservation; except that, such games may be located on tribally-owned land or land held in trust by the United States on behalf of the Tribe outside of the exterior boundaries of the tribal reservation, but only if the Governor consents in writing. Tribal lands acquired

after October 17, 1988 shall also be subject to section 20 of the Act.

XVI. BLACKJACK, REGULATION AND PLAY OF.

A. Definitions. The following terms, when used in this section, shall have the following meanings unless the context clearly indicates otherwise:

1. "Blackjack" or "Twenty-one (21)" (hereinafter "Blackjack") means a card game in which each player opposes the dealer and the dealer opposes each player on behalf of the Tribe; it is played with a single deck or multiple decks of cards from which each player and a dealer are dealt two cards and may draw additional cards; wherein the object is to accumulate a total of twenty-one points or a total closer to twenty-one points than that of the opposing hand, without exceeding twenty-one points.
2. "A Blackjack" means the combination of an Ace and any card having a point value of ten dealt as the initial two cards to a player or a dealer, except that a blackjack is not the combination of an Ace and a ten value card drawn after splitting a pair of Aces or tens.
3. "Chip" means a non-metal or partly metal representative of value, redeemable for cash, and issued and sold by a gaming entity, for use in gaming other than in electronic gaming devices.
4. "Circle" means one of several areas of the Blackjack table marked-off in front of each player into which the players' hands are dealt and from which their hands are played.
5. "Dealer" means the person responsible for dealing the cards, taking wagers, and paying winnings.
6. "Double Down" means a wager made by a player who doubles the amount of his or her original wager after the first two cards of the player's hand have been dealt or who places such an additional wager on any first two cards of any split pair; provided however, that a player making such a wager may only draw one card.
7. "Hand" means either one game in a series, one deal of the cards, or the cards played by the dealer or a player.
8. "Hard Total" means the total point count of a hand which contains no aces or which contains aces that are each counted as one point in value.
9. "Hole" means one of several areas of the Blackjack table marked-off in front of each player into which the players' chips are placed.
10. "Insurance" means the election of a player to wager that the dealer does have a blackjack when the dealer has one card down and one card showing which is an ace.
11. "Payout" means the winnings earned on a wager.

12. "Player" means one person to whom a hand has been dealt.
13. "Propositional Wager" or "Proposition Bet" means any wager which is not specifically permitted under this section.
14. "Push" or "Standoff" (hereafter "push") means the circumstance in which a player and dealer have the same point total of twenty-one or less, resulting in a tie and cancellation of the player's wager; except that a push is not the circumstance in which both a player and the dealer have 21 points but only one of these opponents has a blackjack.
15. "Shoe" means the container from which one or more decks of cards are dealt that is designed to prevent dealer sleights of hand.
16. "Soft Total" means the total point value of a hand containing an ace when the ace is counted as eleven points in value.
17. "Split" means the election of a player who has been dealt two cards identical in value to split the single hand into two separate hands and concomitantly make a wager on the separately formed second hand which is equal in value to the original wager.
18. "Surrender" means the election of a player to discontinue play on that player's hand for that round by giving over to the Tribe one half of player's wager after the first two cards are dealt to the player and the player's point total is announced; except that where the dealer has Blackjack with an Ace showing, no surrender is permitted.
19. "Wager" means a sum of money, represented in Blackjack by a chip, that is risked.

B. Game Locations and Times.

1. Blackjack games authorized and operated under this section shall be located at not more than two facilities on tribally-owned land or land held in trust by the United States on behalf of the Tribe, but only on such lands within the exterior boundaries of the tribal reservation, unless the Governor consents in writing to additional locations. In no case shall the Tribe operate Blackjack at more than two facilities, unless the Governor consents in writing to additional locations; provided however, if the State amends any other compact with any tribe within the State or otherwise permits a tribe to operate more than two Blackjack facilities on any reservation or otherwise within the state, this Compact shall be immediately reopened upon request of the Tribe and amended to authorize the same number of additional Blackjack facilities for the Menominee Tribe.
2. Blackjack may not be conducted at any location for more than 18 hours in any day.

C. Game regulations. The game of Blackjack shall be played as provided in these regulations:

1. Regulation of Players, Nonplayers, and Consultations Between Them.
   a. No more than seven players shall be allowed to play Blackjack at any single Blackjack table for any given hand;
   b. No more than seven persons, exclusive of casino personnel, shall be seated at any single Blackjack table for any given hand;
   c. At the discretion of the Tribe, the number of nonplayers in proximity to the Blackjack tables may be limited at any time during the play of Blackjack provided that one nonplayer shall be permitted to remain for each player who requests such permission;
   d. Players may consult with nonplayers before making an election pursuant to these regulations; however, the Tribe shall respond only to an election communicated by a player.
2. Cards; Number of Decks; Value of Cards.
   a. Blackjack shall be played with one or more 52-card decks and one colored cutting card. Before being put into play, the cards shall arrive at the Blackjack table unused and still sealed within the cellophane wrapping originally applied by the card manufacturer.
   b. The Value of the Cards contained in each deck shall be as follows:
      (1) Any card from the 2 to the 10 shall have its face value;
      (2) Any Jack, Queen or King shall have a value of ten;
      (3) An Ace shall have a value of eleven unless that would give a player or the dealer a score in excess of twenty-one, in which case, it shall have a value of one.
3. Wagers.
   a. Only players may wager in the game of Blackjack.
   b. No more than seven players shall be allowed to make wagers at any single gaming table for any given hand.
   c. Prior to the first card being dealt for each round of play, each player at the game of Blackjack shall make a wager against the dealer.
   d. A player's wager shall win if:
      (1) The score of the player is 21 or less and the score of the dealer is in excess of 21;
      (2) The score of the player exceeds that of the dealer without either opponent exceeding 21; or

(3) Both the player and dealer have achieved a score of 21; however, the player has a blackjack and the dealer does not.

e. A player's wager shall lose if:
   (1) No matter what the score of the dealer, the score of the player is in excess of 21;
   (2) The score of the dealer exceeds that of the player without either opponent exceeding 21; or
   (3) Both the dealer and player have achieved a score of 21; however, the dealer has a blackjack and the player does not;

f. A player's wager shall be cancelled in the event of a push.

g. Except as otherwise provided in these regulations, no wager shall be made, increased or withdrawn after the first card of the respective round has been dealt.

h. Wagers shall be represented by gaming chips and by no other means including, but not limited to, United States and foreign currencies, promissory notes, and securities.

i. A player shall make a wager by placing gaming chips in the appropriate hole.

j. The maximum wager on any hand shall be $200 before double-downs or splits. Minimum and maximum wagers shall be conspicuously posted at each table.

k. Except for a blackjack, any winning wagers within the wager limit set in subdiv. j., and made in accordance with this paragraph shall be paid at odds of 1 to 1. At the Tribe's discretion, a blackjack may be paid at minimum odds of 3 to 2, and maximum odds of 2 to 1. The odds for the payment of a blackjack shall be conspicuously posted at each gaming table.

l. The dealer shall announce any blackjack obtained by a player or the dealer and pay off or collect as provided in these regulations either immediately or at the hand's conclusion.

m. Once the first card of any hand has been dealt by the dealer, no player shall handle, remove, or add any chips, or otherwise alter any wager, unless the floor supervisor or pit boss approves of such alteration in accordance with these regulations.

n. Once a wager on insurance, wager to double down, or wager to split pairs has been made and confirmed by the dealer, no player shall handle, remove, or add any chips, or otherwise alter any wager, unless the floor supervisor or pit boss approves of such alteration in accordance with these regulations.

o. The Tribe may preclude a person who has not made a wager on the first round of play from entering the

game on a subsequent round of play prior to a reshuffle of the cards occurring. Any person permitted by the Tribe to enter the game after the first round of cards has been dealt may be limited by the Tribe to a wager of the minimum limit posted at the table until the cards are reshuffled and a new deal is commenced.

p. Any player who, after placing a wager on any given round of play, declines to place a wager on any subsequent round of play may be precluded by the Tribe from placing any further wagers until the dealer's shoe of cards is completed and a new shoe is commenced.

q. In the event a player is precluded from play under subdivs. o. or p., above, the Tribe may at its discretion request that the player leave the Blackjack table, provided that the player is allowed to join or rejoin that or any other game subject only to the conditions imposed on all players by the game regulations described in this compact.

r. Propositional wagers in the game of Blackjack are prohibited.

4. Opening of Table for Gaming.

a. After receiving the one or more decks of cards at the Blackjack table, the dealer shall sort and inspect the cards and the floor person assigned to the table shall verify the inspection.

b. After the cards are inspected, the cards shall be spread out face upwards on the table for visual inspection by the first player or players to arrive at the table. The cards shall be spread out in a horizontal fan shaped by columns by deck according to suit and in sequence.

5. Shuffle and Cut of the Cards.

a. Immediately prior to commencement of play and after any round as may be determined by the Tribe, the dealer shall shuffle the cards so that they are randomly intermixed.

b. After the cards have been shuffled, the dealer shall offer the stacks of cards with backs facing away from the dealer, to the players to be cut.

c. The player designated by subdiv. d., below, or the dealer as designated by subdiv. e., below, shall cut the cards by placing the cutting card in the stack at least 10 cards in from either end.

d. The player to cut the cards shall be:

(1) The first player to the table if the game is just beginning;

(2) The player on whose circle the cutting card appeared during the last round of play;

(3) The player at the farthest point to the right of the dealer if the cutting card appeared on the dealer's hand during the last round of play;

(4) The player at the farthest point to the right of the dealer if the reshuffle was initiated at the discretion of the Tribe.

e. If the player designated in subdiv. d., above, refuses the cut, the cards shall be offered to each other player moving clockwise around the table until a player accepts the cut. If no player accepts the cut, the dealer shall cut the cards.

6. Dealing from the Hands. Dealing from one or more decks of cards held in the hands of the dealer is prohibited in the game of Blackjack by this Compact.

7. Dealing from a Shoe.

a. All cards used to game at Blackjack shall be dealt from a multideck dealing shoe specifically designed for such purpose and located on the Blackjack table to the left of the dealer.

b. Each dealer shall remove the cards from the shoe with the left hand, turn the cards face upwards, and then with the right hand, place the cards on the appropriate area of the layout, except that the dealer has the option to deal hit cards to the first two circles with the left hand.

c. After each full set of cards is placed in the shoe, the dealer shall remove the first card therefrom face downwards and place it on the discard rack which shall be located on the table immediately to the right of the dealer. Each new dealer who comes to the table shall follow the same procedures as described in this subdivision before the new dealer deals any new cards to the players. The first card which has been placed face down in the discharge rack, otherwise known as the "burn card," shall be disclosed if requested by a player.

d. At the commencement of each round of play, the dealer shall, starting on the dealer's left and continuing around the table to the right, deal the cards in the following order:

(1) One card face upwards to each of the players' circles;

(2) One card face down to the dealer;

(3) A second card face upwards to each of the players' circles;

(4) A second card face down to the dealer, and then turning the dealer's first card face up.

e. After two cards have been dealt to each player and the dealer, the dealer shall, beginning on the dealer's left, indicate each player's turn to act. Such player shall indicate to the dealer whether he

wishes to stand, draw, or make any other election as permitted by these regulations.

f. As each player makes an election, the dealer shall deal face upwards whatever additional cards are necessary to effectuate such election consistent with these regulations.

g. At the conclusion of a round of play, all cards still remaining on the layout shall be picked up by the dealer in order and in such a way that they can be readily arranged to indicate each player's hand in case of questions or dispute. The dealer shall pick up the cards beginning with those of the player to the far right of the dealer and moving counter-clockwise around the table. After all the players' cards have been collected the dealer shall pick up his cards and place them in the discard rack on top of the players' cards.

h. Whenever the cutting card is reached in the deal of the cards, the dealer shall continue dealing the cards until that round of play is completed after which he shall reshuffle the cards. If at the beginning of a new round, the first card to be dealt is the cutting card, the dealing stops and the dealer shuffles the cards.

i. At no time shall a player or nonplayer be allowed to handle, alter or remove any cards used to game at Blackjack except as explicitly permitted in this section.

j. Each player at the table shall be responsible for correctly computing the point counts of his/her hand, and no player shall rely on any point counts announced by the dealer.

k. Whenever all players leave a table, the dealer must repeat the procedures contained in paragraphs 4 and 5, above.

8. Payment of a Blackjack.

a. If the first face up card dealt to the dealer is 2,3,4,5,6,7,8, or 9 and a player has Blackjack, the dealer shall announce and pay the winner at odds in play at that table, either immediately or at the hand's conclusion.

b. If the first face up card dealt to the dealer is an Ace, King, Queen, Jack or Ten and a player has a Blackjack, the dealer shall announce the Blackjack but shall make no payment nor remove any cards until all other cards are dealt to the players and the dealer receives a second card. If, in such circumstances, the dealer's second card does not give the dealer a Blackjack, the player having a Blackjack shall be paid at odds in play at that table. If, however, the dealer's second card gives

him a Blackjack, the wager of the player having a Blackjack shall constitute a tie or a push.

9. Surrender. The Tribe may allow all players to surrender or may prohibit them from surrendering. The game regulation regarding surrender shall be conspicuously posted at the location where blackjack is played.
10. Insurance. The Tribe may allow all players to make insurance wagers, or may prohibit them from so wagering. The game regulation regarding insurance shall be conspicuously posted at the location where Blackjack is played.
11. Doubling Down. The Tribe may allow all players to double down, or may prohibit them from doubling down. The game regulation regarding doubling down shall be conspicuously posted at the location where Blackjack is played.
12. Splitting Pairs. The Tribe may allow all players to split, or may prohibit them from splitting. The game regulation regarding splitting pairs shall be conspicuously posted at the location where Blackjack is being played.
13. Push. Other provisions of this section notwithstanding, the Tribe may deem to be a push the circumstance in which the player has a simple 21 and the dealer a blackjack. The game regulation regarding a push shall be conspicuously posted at the location where Blackjack is played.
14. "Double Pitch" variant. The Tribe may offer this variant of Blackjack as provided below:
    a. Tables at which this variant is played shall be conspicuously posted "Double Pitch."
    b. This variant may be conducted at not more than one-third of the Blackjack tables in a gaming facility.
    c. Par. C.6. notwithstanding, dealing from the hands shall be permitted using one, but not more than two, complete decks of cards.
    d. Subdiv. C.7.d. notwithstanding, this variant may be conducted with one or both of the players' cards dealt face down.
    e. Subdiv. C.7.i.notwithstanding, a player may be permitted to hold cards dealt to that player.
    f. Each table at which this variant is being conducted shall be subject to the continuous surveillance prescribed in par. D.2. at all times during play.
15. Drawing of Additional Cards by Players and Dealers.
    a. A player may elect to draw additional cards whenever that player's point count total is less than 21 except that:
        (1) A player having a blackjack or a hard total of 21 may not draw additional cards;

(2) A player electing to double down may draw up to the posted limit; and

(3) A player splitting Aces shall only have one card dealt to each Ace and may not elect to receive additional cards.

b. Except as provided in subdiv. c., below, the dealer shall draw additional cards until the dealer accumulates the total posted on the layout, at which point no additional cards shall be drawn.

c. A dealer shall draw no additional cards, regardless of the point count, if all players have made their elections on their respective hands and the point count of the dealer's hand will have no effect on the outcome of the round of play.

16. A Player Wagering on More Than One Circle. The Tribe may permit a player to wager on more than one circle at the Blackjack table provided, however, that the Tribe shall have the authority and discretion to prohibit this during hours when there are insufficient seats at the location where Blackjack is played to accommodate patron demand.

17. Distribution of Blackjack Tips.
All tip bets won by a dealer and all other tips shall be paid in chips, deposited in a locking tip box in the dealer's pit area, pooled with all other tips and tip bets accumulated by all other dealers, and divided not less frequently than weekly between dealers and supervisory management personnel as defined by the Tribe upon a formula established by the Tribe. Cash tipping shall be prohibited.

18. Blackjack Tournament.
The Tribe may allow the play of Blackjack tournaments where, in addition to the wager, players may win other prizes as provided for in the regulations of that particular tournament. Any such Blackjack tournament must otherwise be played as provided in this section.

19. Availability of Blackjack Rule.
The regulations of Blackjack or of a Blackjack tournament must be made readily available in writing to players or potential players on request.

20. House Count and Inspection of Cards Upon Closing.

a. Upon closing of the location where Blackjack is played all cards utilized in games of Blackjack shall be re-grouped into complete 52-card decks.

b. A dealer who dealt cards from a shoe may not regroup the cards from that shoe.

c. Any irregularities discovered as a result of regrouping cards, such as missing or marked cards, shall be reported to the casino manager first and then to security personnel for investigation and resolution.

D. Staffing and Surveillance Requirements.
The following staffing and surveillance requirements shall apply to the game of Blackjack:
1. At all times during the conduct of Blackjack games the following staff must be present:
   a. At least one cashier;
   b. One dealer per table; and
   c. At least one pit boss or floor person for each four tables or fraction thereof.
2. At all times during the conduct of Blackjack games the following surveillance shall be required:
   a. Video cameras capable of providing pan, tilt and zoom surveillance of the tables at which Blackjack is being played;
   b. Domes that completely enclose each video camera required under this paragraph and conceal such cameras' actions yet accommodate clear, unobstructed camera views;
   c. At least one employee or management official monitoring the video surveillance feed on closed circuit video monitors; and
   d. Video recordings of video surveillance camera feed.
3. Where the limits at a table are greater than $200 after double-down or splitting, there must be surveillance as required under par. 2. above.
4. Video recordings of video surveillance feed gathered under par. 2., above, shall be preserved and stored for a period of 30 days and shall not be erased, recorded-over, nor otherwise altered during that time.

XVII. PULL-TABS OR BREAK-OPEN TICKETS.

A. Standards. Pull-tab or break-open ticket games, when conducted as Class III gaming pursuant to this Compact, shall be conducted in accord with the most recent published standards of the North American Gaming Regulators Association.

B. Game locations. Games authorized and operated under this section shall be located on tribally-owned land or land held in trust by the United States on behalf of the Tribe, but only on such lands within the exterior boundaries of the tribal reservation, except that such games may be located on tribally-owned land or land held in trust by the United States on behalf of the Tribe outside of the exterior boundaries of the tribal reservation, but only if the Governor consents in writing. Tribal lands acquired after October 17, 1988 shall also be subject to section 20 of the Act.

C. Licensing. In accord with the Tribal Gaming Ordinance approved pursuant to section 11(b) of the Act, the Tribe may license enrolled members of the Tribe to sell Tribally issued tickets on land owned in fee by the member or on land held in trust by the United States for the benefit of the Tribe or an

enrolled member of the Tribe, but only on such lands within the exterior boundaries of the tribal reservation.

XVIII. MENOMINEE LOTTO.

A. Definition. For the purpose of this section, "Menominee Lotto" means a game in which a player, for consideration, enters a play (set of X numbers) selected by the player from a field of Z numbers, in a drawing in which the winning set of Y numbers are determined. Prizes are awarded, in accord with the published game rules, based on the extent to which the numbers entered by the player match those determined in the drawing. The set of numbers entered by a player in a drawing must be the same size as those entered by every other player in the drawing. In this game, X shall be less than or equal to 11; Y shall be less than or equal to 11, and Z shall be less than 60.

B. Game administration. The requirements for game administration shall be agreed in writing between the Tribe and the Executive Director of the Wisconsin Lottery. The requirements shall be comparable to general practice within the lottery industry. The requirements shall include provisions for the following:

1. Integrity and randomness of drawings, including standards for and certification of mechanical and computerized drawing equipment.
2. Balancing of player transactions and sales.
3. Drawing security.

C. Game Features.

1. Subscription sales. Subscription sale of tickets, meaning sale of entries to a drawing or series of drawings by mail or through telecommunications, are prohibited.
2. Advance sales. Advance ticket sales, meaning sale of entries to a series drawings, are prohibited, except that advance sale of entries to a current and one or more subsequent drawings are permitted if all drawings included in the advance sale occur within a single, continuous six-hour period.
3. Prize payment. Winning tickets must be redeemed for prize payment within 24 hours after the drawing to which the ticket corresponds. The holder of a winning ticket must redeem the prize in person. Winning tickets cannot be redeemed, nor prizes paid, by any other means.
4. Unclaimed prizes. Winning tickets which are not redeemed within 24 hours after the drawing to which the ticket corresponds are expired and may not be redeemed for a prize. Unclaimed prizes shall, at the discretion of the Tribal Gaming Commission, either be added to the game prize pool or contributed to a charity. Any other disposition must be approved by the Executive Director of the Wisconsin Lottery.

5. Game information. Game rules shall be conspicuously posted. The notice shall also advise that the following information about the game is available in writing upon request:
   a. The number and value of prizes;
   b. The odds of winning each prize;
   c. The portion of the ticket price allocated to the prize pools.
6. Drawings. Drawings shall be open to the public and shall be recorded on video and audio tape.

D. Game locations. Tickets to games authorized and operated under this section may be sold, and drawings held, only at locations on tribally-owned land or land held in trust by the United States on behalf of the Tribe, but only on such lands within the exterior boundaries of the tribal reservation; except that, such games may be located on tribally-owned land or land held in trust by the United States on behalf of the Tribe outside of the exterior boundaries of the tribal reservation, but only if the Governor consents in writing. Tribal lands acquired after October 17, 1988 shall also be subject to section 20 of the Act.

XIX. ALLOCATION OF JURISDICTION.

A. Civil jurisdiction.
This Compact does not change the allocation of civil jurisdiction among federal, state, and tribal courts, unless specifically provided otherwise in this Compact.

B. Criminal jurisdiction.
1. The State, except as otherwise provided herein, shall have jurisdiction to prosecute such criminal violations of its gambling laws, including amendments thereto, as may occur on tribal lands, but only with respect to non-Indians. Consent of the Attorney General of Wisconsin shall be a condition precedent to commencement of any prosecution. This provision shall not survive the term and termination of this Compact.
2. The State shall not initiate criminal prosecution against any individual authorized by the Tribe to, on behalf of the Tribe, engage in Class III activities authorized by this Compact or against any individual authorized by the Tribe to engage in Class I or Class II activities under the Act. Any dispute as to the authority of the Tribe relating to such authorization shall be resolved through the Dispute Resolution procedures set forth within this Compact.
3. The Tribe shall have jurisdiction to prosecute violations of its Gaming Code against all individuals subject thereto.
4. Except as specifically set forth in this subsection, this Compact does not change the allocation of criminal jurisdiction among federal, state and tribal authorities.

5. A memorandum of understanding between the Tribe and the United States Attorney for the Eastern District of Wisconsin relating to the exercise of criminal jurisdiction by the United States and the Tribe is attached for information purposes as Exhibit C.

XX. LIABILITY FOR DAMAGE TO PERSONS AND PROPERTY.

A. During the term of this Compact, the Tribe shall maintain public liability insurance with limits of not less than $250,000 for any one person and $4,000,000 for any one occurrence for personal injury, and $2,000,000 for any one occurrence for property damage.

B. The Tribe's insurance policy shall include an endorsement providing that the insurer may not invoke tribal sovereign immunity up to the limits of the policy required under subsec. A.

C. The Tribe shall indemnify, defend and hold harmless the State, its officers, directors, employes and agents from and against any claims, damages, losses or expenses asserted against or suffered or incurred by the State or its officers, directors, employes and agents based upon or arising out of any bodily injury or property damage resulting or claimed to result in whole or in part from any act or omission of the Tribe relating to the inspection of any gaming or gaming related facilities, or any rectification thereof, pursuant to this Compact or tribal ordinances regarding public health, safety and welfare.

XXI. ENFORCEMENT.

A. The Lottery Board and the Department of Justice shall have the right to monitor the Tribe's Class III gaming to ensure Tribal compliance with the provisions of this Compact. Authorized agents of the Lottery Board and the Division of Criminal Investigation of the Department of Justice shall, upon the presentation of appropriate identification, have the right to gain access with or without notice, and without warrant, to all facilities used for the operation or conduct of Class III gaming or the storage of equipment and records related thereto, and may inspect all premises, equipment, records, documents or items related to the operation or conduct of Class III gaming in order to verify compliance with the provisions of this Compact. Inspections pursuant to this section shall be conducted in the company of a tribal official as designated by the Chairman and shall not be conducted in a manner which disrupts normal business operations.

B. If either party believes that the other party has, in respect to the subject matter of this Compact, failed to prosecute any offender under its criminal laws or code, it may invoke the Dispute Resolution procedures in section XXIII.

C. If any party to this Compact has reason to believe that the other party is not complying with the provisions of this

Compact, it may invoke the Dispute Resolution procedures in section XXIII.

D. In order to administer and enforce state laws, the Department of Justice and the Lottery Board may investigate the activities of the Tribal officers, employes, contractors, or gaming participants who may affect the operation or administration of Tribal gaming, and shall report suspected violations of state or federal laws, or tribal ordinances to the appropriate prosecution authorities, and suspected violations of this Compact to the Lottery Board. Pursuant to such investigation, the Lottery Board or the Wisconsin Attorney General may issue a subpoena, in accordance with state law, to compel the production of any books, papers, correspondence, memoranda, agreements, or other documents or records which the State reasonably deems relevant or material to the investigation. Section 885.12, Wis. Stats., shall apply to a failure to obey a subpoena under this subsection.

E. The Wisconsin Attorney General shall have jurisdiction to commence prosecutions relating to Class III gaming for violations of any applicable state civil or criminal law, or provision of this Compact, but only as against non-Indians.

XXII. INCORPORATION.

The Gaming Code of the Tribe, as it may be from time-to-time amended, is incorporated by reference into this Compact.

XXIII. DISPUTE RESOLUTION.

A. If either party believes that the other party has failed to comply with any requirement of this Compact, it shall invoke the following procedure:

1. The party asserting the noncompliance shall serve written notice on the other party. The notice shall identify the specific statutory, regulatory or Compact provision alleged to have been violated and shall specify the factual basis for the alleged noncompliance. The State and Tribe shall thereafter meet within thirty days in an effort to resolve the dispute.
2. If the dispute is not resolved to the satisfaction of the parties within ninety days after service of the notice set forth in par. 1., either party may pursue any remedy which is otherwise available to that party to enforce or resolve disputes concerning the provisions of this Compact, and nothing in the Compact shall be interpreted to limit in any way the rights and remedies of the Tribe under Wisconsin law, including but not limited to ch. 227, Wis. Stats., the Wisconsin Administrative Procedure Act.

B. The above procedures may be initiated by the State to compel the Tribe to comply with the Tribe's Gaming Code as it may from time-to-time be amended. The above procedures may be initiated by the Tribe to compel the State to comply with ch. 945, Wis. Stats., as it may from time-to-time be amended.

C. Nothing in this section shall be construed to preclude, limit or restrict the ability of the parties to pursue, by mutual agreement, alternative methods of dispute resolution, including but not limited to mediation or arbitration; provided that neither party is under any obligation to agree to such alternative method of dispute resolution.

XXIV. SOVEREIGN IMMUNITY; COMPACT ENFORCEMENT.

A. Except as expressly provided in section XX., neither the State nor the Tribe waive their sovereign immunity, under either state or federal law, by entering into this Compact and no provision of this Compact is intended to constitute a waiver of State or Tribal sovereign immunity.

B. This Compact does not alter any waiver of either State or Tribal immunity which may have been effectuated by Congress in passing the Act. This Compact in no way limits the application of 25 U.S.C. sec. 2710(d)(7)(A) [1991] which the parties believe provides an enforcement mechanism for violation of this Compact.

C. In addition to the enforcement mechanism under subsec. B., both the State and the Tribe agree that suit to enforce any provision of this Compact may be brought in federal court by either the State or the Tribe against any official or employe of either the State or the Tribe. Said suit may be brought for any violation of the terms of this Compact or violation of any applicable state or federal law. Relief in said suit shall be limited to prospective declaratory or injunctive relief. An allegation that an official or employe violated this Compact shall be deemed as an allegation that said official or employe is acting in excess of his/her authority for purposes of jurisdiction only. The State and the Tribe will bear their own costs of litigation for any action to enforce this Compact, including but not limited to, attorneys' fees.

D. These enforcement provisions are an essential part of this Compact, and if they are found to violate the sovereign immunity of either the State or the Tribe or should the courts otherwise determine they lack jurisdiction to enforce the Compact, the parties will immediately resume negotiations to create a new enforcement mechanism.

XXV. REIMBURSEMENT OF STATE COSTS.

A. Until such time as all tribes within the State that have requested negotiation of Class III gaming compacts have concluded compacts with the State, the Tribe shall pay to the State, as reimbursement for State costs of regulation under this Compact, the sum of $25,000 for each State fiscal year (ending June 30), or part thereof, that this Compact is in force, except that for the fiscal year ending June 30, 1992, the Tribe shall pay the State $2,083.33. Payments under this subsection shall be made on or before the end of each fiscal year.

B. As soon as all tribes within the State that have requested negotiation of Class III gaming compacts have concluded compacts with the State, the Tribe shall pay to the State, as reimbursement for State costs of regulation under this Compact, an annual amount for each State fiscal year computed as follows: the share of $350,000 determined by multiplying that amount by a fraction whose denominator is the sum of the gross annual Class III gaming handle of those tribes for the previous fiscal year, and whose numerator is the Tribe's gross annual Class III gaming handle for that same fiscal year. Payments shall be made within 30 days after the Tribe receives a statement from the State setting forth the amount to be paid by the Tribe under this section.

C. Payments under subsecs. A. and B., shall be made payable to the State of Wisconsin and sent to:

Secretary
Department of Administration
State of Wisconsin
P.O. Box 7864
Madison, Wisconsin 53707-7864

D. The Tribe shall also directly reimburse the Department of Justice and the Lottery Board for their actual and necessary costs of providing services and assistance at the request of the Tribe.

E. For purposes of this section, "gross gaming handle" means total amount wagered.

XXVI. DURATION.

A. This Compact shall be in effect for a term of seven years after it becomes binding on the parties.

B. The duration of this Compact shall thereafter be automatically extended for terms of five years, unless either party serves written notice of nonrenewal on the other party not less than one hundred eighty days prior to the expiration of the original term of this Compact or any extension thereof.

C. In the event written notice of nonrenewal is given by either party as set forth in this section, the Tribe shall cease all Class III gaming under this Compact upon its expiration date or upon the date the procedures in subsec. E. are concluded and a successor compact, if any, is in effect.

D. The Tribe may operate Class III gaming only while this Compact, or any extension thereof under this section, is in effect.

E. In the event that written notice of nonrenewal of this Compact is given by one of the parties under subsec. B., above, the Tribe may, pursuant to the procedures of the Act, request the State to enter into negotiations for a successor compact governing the conduct of Class III gaming activities to become effective following the expiration of this Compact. Thereafter the State shall negotiate with the Tribe in good

faith concerning the terms of a successor compact (see sec. 11 (d)(3)(A) of the Act). If a successor compact is not concluded by the expiration date of this Compact, or any extension thereof under subsec. B., the Tribe shall do one of the following:

1. Immediately cease all Class III gaming upon the expiration of this Compact, or any extension thereof under subsec. B.; or
2. Commence action in the United States District Court pursuant to section 11 (d)(7) of the Act, in which event this Compact shall remain in effect until the procedures set forth in section 11 (d)(7) of the Act are exhausted.

XXVII. TRIBAL GAMING ORDINANCES AND STATE LAW.

To the extent that State law or Tribal ordinances, or any amendments thereto, are inconsistent with any provision of this Compact, this Compact shall control.

XXVIII. RIGHTS UNDER THE ACT.

Nothing in this Compact shall be construed to limit the rights or remedies available to the parties under the Act, except as specifically provided herein.

XXIX. NOTICES.

All notices required or authorized to be served shall be served by first class mail at the following addresses:

Tribal Chairman Menominee Indian Tribe of Wisconsin P.O. Box 397 Keshena, Wisconsin 54135	Governor 115 East, State Capitol Post Office Box 7863 Madison, Wisconsin 53707

XXX. AGREEMENT DATE.

This Compact shall become binding on the Tribe and the State upon signature by the Chairman of the Menominee Indian Tribe of Wisconsin and by the Governor of the State of Wisconsin. This Compact shall cease to be binding upon the parties in the event it is not approved by the Secretary of the United States Department of the Interior.

XXXI. AMENDMENT.

This Compact shall not be modified, amended or otherwise altered without the prior written agreement of both the State and the Tribe.

XXXII. PARTIES' INTENT AND MATERIAL CONSIDERATIONS OF THIS COMPACT.

A. In consideration of:

1. The Tribe's desires to be able to offer Class III games that are economically viable and provide substantial revenues to support tribal self-sufficiency and economic development, and to have the confidence that such games may be offered for such period of time that the Tribe

can develop its gaming enterprise, recover its capital investments, and receive a reasonable return; and

2. The State's desire to limit the types of "casino-type" games that may be offered within this state to a select number in order not to have pervasive broad-scale "casino-type" gambling within the state;

The parties acknowledge that the mutual compromises with respect to the types of games the Tribe is authorized to operate during the term of this Compact and with respect to the duration of this Compact were significant material considerations in reaching agreement and are the essence of this Compact.

B. The parties do hereby acknowledge that this Compact represents a free, voluntary and amicable agreement by the parties as the result of the unlimited right and opportunity of the parties to make any and all demands with respect to their rights and obligations under the Act, and that this Compact constitutes the whole of the parties' agreement.

IN WITNESS WHEREOF, The Menominee Indian Tribe of Wisconsin and the State of Wisconsin have hereunto set their hands and seals.

MENOMINEE INDIAN TRIBE OF WISCONSIN

By: _____
Glen T. Miller
Chairman

STATE OF WISCONSIN

By: _____
Tommy G. Thompson
Governor

Approved this 3rd day of June, 1992.

Approved:

8-3-92
Date

_____
Assistant Secretary - Indian Affairs
United States Department
of the Interior

MENOMINEE TRIBAL RESOLUTION

RESOLUTION NO. 92-43

WHEREAS, the Menominee Indian Tribe of Wisconsin is a federally recognized tribe of Indians as provided by the Menominee Restoration Act, Pub. L. 93-197, 25 U.S.C. § 903, and

WHEREAS, the Constitution of the Menominee Indian Tribe provides that the Tribal Legislature is authorized to enter into agreements in behalf of the Tribe, and

WHEREAS, the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq., authorizes the play of class III gaming under a tribal/state gaming compact entered into between the State of Wisconsin and the Menominee Tribe of Wisconsin, and

WHEREAS, the Menominee Indian Tribe and the State of Wisconsin have negotiated a tribal/state gaming compact governing the play of certain class III games as specified therein, and

WHEREAS, the Menominee Legislature has reviewed the tribal/state gaming compact negotiated between the Menominee Indian Tribe and the State of Wisconsin and finds said compact acceptable,

NOW THEREFORE, the Menominee Legislature hereby authorizes and directs Glen T. Miller, Chairman of the Menominee Indian Tribe of Wisconsin, to sign the document entitled "Menominee Indian Tribe of Wisconsin and State of Wisconsin Gaming Compact of 1992," dated June 3, 1992.

CERTIFICATION

The undersigned officers of the Menominee Tribal Legislature hereby certify that the fore going Resolution was approved at a meeting held on June 11, 1992, with a quorum present, by a vote of 8 for, and 0 opposed, 0 abstentions and 1 absent. The undersigned also certify that the foregoing Resolution has not been amended or rescinded in any way.

MENOMINEE INDIAN TRIBE OF WISCONSIN

Glen T. Miller, Chairman

6/11/92
Date

Luke E. Beauprey / KW
Luke E. Beauprey, Secretary