



United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, D.C. 20240

DEC 2 2003

Honorable Robert Chicks
President, Stockbridge-Munsee Community
N8476 Moh He Con Nuck Road
Bowler, Wisconsin 54416

Dear President Chicks:

On September 9, 2003, we received the 2003 Amendment (Amendment) to the Stockbridge-Munsee Community, and the State of Wisconsin Gaming Compact of 1992, as amended in 1998, executed on September 3, 2003.

Under the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. § 2710(d)(8)(C), the Secretary of the Interior (Secretary) may approve or disapprove the Amendment within forty-five days of the Tribe's submission. If the Secretary does not approve or disapprove the Amendment within the forty-five days, IGRA provides that the Amendment is considered to have been approved, but only to the extent that the Amendment is consistent with the provisions of IGRA. Under IGRA, the Secretary can disapprove the Amendment if it is determined that the Amendment violates IGRA, any provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians.

We have completed our review of the Amendment and pursuant to Section 11 of IGRA, we have decided to allow the Amendment to take effect without Secretarial action for the following reason. Under the Amendment, Section IV.A of the Compact is amended by adding, *inter alia*, keno, roulette, craps, poker and similar non-house banked card games. We need to determine whether the inclusion of these gaming activities in the Compact complies with the requirements of Section 11 (d)(1)(B) of IGRA.

In our view, whether the addition of electronic keno and casino table games complies with Section 11(d)(1)(B) of IGRA, U.S.C. § 2710(d)(1)(B), which requires that such gaming activities be permitted in the State of Wisconsin "for any purpose by any person, organization, or entity" is an unsettled issue. As you are well aware, the scope of gaming question is one of the issues raised in the state court litigation in *Dairyland Greyhound Park v. Doyle*, No. 01-CV-2906. In addition, a petition has been filed with the Wisconsin Supreme Court, *Panzer v. Doyle*, No. 03-C-211-S (W. Dt. Wisc.) on April 2, 2003, by the Majority Leader of the Wisconsin Senate and the Speaker of the Wisconsin Assembly seeking a declaratory judgment on several issues relating to the Amendment, including the permitted scope of gaming in the state. Although we are mindful that in the *Dairyland* case, the Dane County Circuit has ruled in favor of the Governor, the decision has been appealed to an intermediate court which is unlikely to be the final appeal of the case within the state court.

system. As a result, we believe that the best alternative available to the Department of the Interior under IGRA is to have the Amendment go into effect by operation of law.

Our decision to neither approve nor disapprove the Amendment within forty-five days means that the Amendment is considered to have been approved, "but only to the extent that it is consistent with the provisions of [IGRA]." The Amendment will take effect when notice is published in the FEDERAL REGISTER pursuant to Section 11(d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B).

Sincerely,

A handwritten signature in black ink, appearing to read "Aurene M. Martin". The signature is written in a cursive, flowing style.

Principal Deputy Assistant Secretary-Indian Affairs

Similar letter sent to:

Honorable Jim Doyle
Governor of Wisconsin
State Capitol
Madison, Wisconsin 53707

**2003 AMENDMENTS TO THE
STOCKBRIDGE-MUNSEE COMMUNITY
AND THE
STATE OF WISCONSIN GAMING COMPACT OF 1992, AS AMENDED IN 1998**

Pursuant to Section XXX of the 1992 Gaming Compact, as amended in 1998 ("Compact"), between the Stockbridge-Munsee Community ("Tribe") and the State of Wisconsin ("State"), the Tribe and State agree to amend the Compact as follows:

1. **Section 111.C.** is deleted in its entirety and replaced with the following:
 - C. "Lottery Board" shall be deemed to refer to the State of Wisconsin Department of Administration, Division of Gaming ("Department"), its authorized officials, agents, and representatives.

2. **Section IV.A. of the Compact "AUTHORIZED CLASS III GAMING"** shall be amended by deleting the word "and" in subsection IV.A. 3; deleting the period after the word "played" at the end of subsection IV.A. 4 and replacing the period with a semi-colon, adding the word "and" and adding the following subsections:
 5. All other banking, percentage and pari-mutuel card games;
 6. All forms of live Poker, to the extent that these games are not included in the previous subsection;
 7. Craps;
 8. All other banking and non-banking dice games;
 9. Roulette and other wheel games;
 10. Keno;
 11. Wheel of Fortune;
 12. Baccarat-chemin de fer;
 13. Pari-mutuel wagering on horse, harness and dog racing events;
 14. Pari-mutuel wagering on simulcast horse, harness and dog racing events;
 15. Caribbean Stud Poker;
 16. Let-It-Ride;
 17. Pai-Gow Poker;
 18. Any other game consisting of the elements of prize, chance and consideration, provided however, that nothing herein shall be construed as authorizing the placing of a wager on an event conducted outside of the Tribe's Class III gaming facility or race track except those games specified in subparagraph 14 above, and provided further, that nothing herein shall be construed as prohibiting the Tribe from offering progressive jackpots or participating in a wide area progressive system.

3. **Sections IV.B. through F. of the Compact are deleted in their entirety and replaced with the following:**
 - B. The Tribe may not operate any Class III games pursuant to this Compact unless such games are authorized under this Section.

- C. The Tribe shall establish the games which may be operated on Tribal lands, subject to Section IV. A., the hours and locations of operation, and the limits on wagers or pot sizes as may be deemed appropriate in the sole discretion of the Tribe.
 - D. The Tribe shall not conduct any Class III gaming or component thereof pursuant to this Compact outside of Tribal lands, including the 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; in the event that federal law permits the use of common carriers for Class III gaming conducted pursuant to this Compact, upon request of the Tribe, the State shall in good faith negotiate an amendment to this Compact to allow the Tribe to use common carriers for gaming conducted pursuant to this Compact. Nothing herein shall be construed as prohibiting the Tribe from offering wide area progressive games as part of a network with an aggregate prize or prizes, or as prohibiting the Tribe from utilizing common carriers for pari-mutuel wagering or for the conduct of gaming as may be authorized by state or federal law.
 - E. In the event that the State operates, licenses, permits, or enters a Tribal-State gaming compact that allows the operation of any games not included in Section (A) above, or in the event that any games excepted from Section (A) above are included in procedures prescribed for another Wisconsin Indian Tribe by the Secretary of the United States Department of the Interior pursuant to Section 11 (d)(7)(B)(vii) of the Act, Section (A) above shall be deemed to include such games, and the Tribe may operate such games under rules of play adopted pursuant to Section XXXVI.
4. **Section V. F. of the Compact "CONDUCT OF GAMES; GENERALLY"** is deleted in its entirety and replaced with the following:

Alcohol beverages may be served at locations where games authorized under this Compact are conducted only during the hours prescribed in Wis. Stat. § 125.32(3). Alcohol beverages may not be sold for the purpose of off-premises consumption at locations where games authorized under this Compact are conducted, except that such prohibition shall not extend to the Tribe's ancillary facilities. An ancillary facility shall mean a facility that has a primary business purpose other than Class III gaming, where no more than 50% (fifty percent) of the square footage is used for gaming, and the total size of the ancillary facility is not materially greater than the total size of ancillary facilities operated by other Tribes in the State of Wisconsin.

5. **Section V. of the Compact "CONDUCT OF GAMES; GENERALLY"** of the Compact is amended by adding paragraphs G. and H. as follows:

- G. Individuals Excluded from Tribal Gaming Facilities. The Tribe's gaming licensing process and hiring of gaming employees is excluded from the operation of this section, so long as the Mohican Gaming Commission or Tribal Council finds that such licensing or hiring is consistent with the effective regulation of gaming.
1. The Tribe shall permanently exclude from any and all premises on which Class III gaming is conducted any individual found by the Tribe or Department to have committed any of the following activities:
 - a. Using or possessing while in a Class III gaming facility a device to:
 - (1) Assist in projecting the outcome of a game;
 - (2) Assist in keeping track of cards played;
 - (3) Assist in analyzing the probability of the occurrence of an event relating to a Class III game; or
 - (4) Assist in analyzing the strategy for playing or wagering to be used in a Class III game, except as authorized by a Tribal gaming ordinance.
 - (5) For purposes of this Section the term "device" does not include commercial publications, materials distributed by the casino to patrons, or printed materials created by patrons, which assist in the understanding or playing of a game and/or in the formulation of strategy, but do not manipulate the play of the game, probabilities or payout.
 - b. Altering the selection of criteria which determines the result of a Class III game or the amount or frequency of payment in a Class III game.
 - c. Placing a wager after acquiring knowledge, not available to all players, of the outcome of the Class III game which is the subject of the wager or to aid the person in acquiring the knowledge for the purpose of placing a wager contingent on that outcome.
 - d. Claiming, collecting, taking, or attempting to claim, collect or take, money or anything of value in or from a Class III game, with intent to defraud, without having made a wager contingent on winning the Class III game, or claiming, collecting or taking an amount of money or thing of greater value than the amount won.
 - e. Attempting any of the foregoing, or aiding another in committing or attempting to commit any of the foregoing.
 2. For all persons found by the Tribe to have committed one or more of the foregoing practices, the Tribe shall issue a written notice of its finding and forward the notice to the Department within five (5) days of its issuance. The notice shall contain, at a minimum, the following information for each excluded person:
 - a. Full name, date of birth and all known aliases;

- b. A physical description;
- c. The effective date of the exclusion and the reasons therefore;
- d. A photograph; and
- e. The person's occupation, last known home address and business address.

3. The Tribe shall maintain a listing of all persons excluded from its gaming facilities which contains, if available, all information required under sub. 2. Nothing in this provision affects the right of the Tribe to exclude a person for any reason that is not prohibited by law.

H. If the State and a Wisconsin Indian Tribe amend a current gaming compact or adopt a new gaming compact establishing regulatory provisions for a comparable Class III gaming facility that contain more favorable terms than those provided in this Compact, upon request by the Tribe, the State shall in good faith negotiate the incorporation of substantially similar provisions into this Compact.

6. **Section VII.** of the Compact "GAMING RELATED CONTRACTOR" is amended with the following:

Section VII. A. is deleted in its entirety and replaced with the following:

- 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 legal services). In determining if an agreement is gaming-related the parties shall consider all relevant factors, including but not limited to:
1. The extent to which the agreement requires the continued presence of the vendor's personnel on the casino floor or any other areas of the facility used for purposes related to Class III gaming, or provides access to gaming employees.
 2. The extent to which the agreement allows access to, or information regarding, security practices, surveillance practices, or other procedures designed to minimize the risk of diversion of revenue or protect assets, or preserve reliable records, reports and accounts of transaction.
 3. The extent to which the agreement allows access to, or information regarding, gaming-related equipment.
 4. The term gaming-related contractor includes, but is not limited to:
 - a. Management contracts;
 - b. Management consultation services regarding the administration, supervision, or training of one or more functions related to gaming management or operations under this Compact;
 - c. Contract security services;
 - d. Prize payout agreements or annuity contracts;
 - e. Procurement (including lease) of materials, supplies or equipment related to gaming;

- f. Procurement of gaming-related services;
- g. Procurement of maintenance or repair of gaming-related equipment;
- h. Procurement (including lease) of equipment for the receiving or recording of players' gaming selections or wagers, and the determination of winners;
- i. Financing of facilities in which gaming under this Compact is operated, except financing by a state or federally chartered financial institution;

Section VII. B. is amended by deleting "\$10,000" and replacing it with "\$25,000" and adding the following language at the end of the paragraph:

"If the total consideration pursuant to a gaming related contract is more than \$10,000 and less than \$25,000 in any year, the person shall disclose to the Department all owners, officers, directors and key employees, and fingerprints of those individuals. If the Department has a reasonable belief that the person does not meet the requirements of Section VII. D.1., the Department may require the person to obtain a gaming-related contractor certificate, and all the provisions of Section VII. shall apply."

Sections VII. C. is amended by deleting "\$10,000" and replacing it with "\$25,000" and adding the following language at the end of the paragraph:

"If the total consideration pursuant to a gaming-related contract is more than \$10,000 and less than \$25,000 in any year, the person shall disclose to the Department all owners, officers, directors and key employees, and fingerprints of those individuals. If the Department has a reasonable belief that the person does not meet the requirements of Section VII. D. 1., the Department may require the person to obtain a gaming-related contractor certificate, and all the provisions of Section VII. shall apply."

Section VII. D. is deleted in its entirety and replaced with the following:

- D. Certificate issued by the Department.
 - 1. A Certificate shall be issued to a person, and the person may continue to hold a Certificate, unless:
 - a. The person 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 Wis. Stat. chs. 562 or 565, a rule promulgated by the Department or Wisconsin Racing Board, or a Tribal gaming ordinance.

- b. The person (including any employees or agents) is determined by the Department 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; 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. The person is determined by the Department to have knowingly and willfully provided materially important false information to the Department or to the Tribe, or has refused to respond to questions propounded pursuant to subsection D. 3. a.
- d. The Certificate is suspended or revoked.
- e. Determinations of the Department under subdivs. a., b., c. and d. are subject to judicial review as provided in Wis. Stat. § 227.52.
- f. Except as provided in subsection g., if the person is --
 - (1) A partnership, then subsection a. applies to the partnership and each general and limited partner of the partnership.
 - (2) An association, then subsection a. applies to the association and each officer and director of the association.
 - (3) A corporation, then subsection 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.
- g. The restrictions under subsection a. do not apply to the partnership, association or corporation if the Department determines that the partnership, association or corporation has terminated its relationship with the partner, officer, director or owner who was convicted or entered the guilty or no contest 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.
- h. 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 Department 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 Department 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 Department 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. Comply with the Certification Process and procedures established by the Department.
 4. Temporary Certification. The Department may, in its sole discretion, grant a temporary Certificate to an applicant for a Certificate if the following criteria are met:
 - a. a complete application has been filed with the Department;
 - b. the Tribe has filed a written request with the Department to grant the applicant a temporary Certificate; and
 - c. the applicant holds a current gaming license for a position substantially similar to the proposed activities in Wisconsin, issued by one of the States of Nevada, New Jersey, or such other jurisdiction(s) determined by the Department to conduct background investigations of applicants which are substantially similar in scope to those conducted by the Department.

The temporary Certificate shall allow the applicant to provide gaming-related goods and/or services to the Tribe until such time as the Department suspends or revokes the temporary Certificate pursuant to subsection 5, or the Department denies the application for a Certificate or grants a Certificate.
 5. If, after granting temporary certification, the Department finds cause to deny the contractor a Certificate, or suspend or revoke the temporary

Certificate, the Department may forbid the contractor from doing any further business with the Tribe. If the Department intends to exercise this right, it shall do so as follows:

- a. During the licensing process for a contractor if the Department obtains information that is likely to lead to the suspension, revocation or denial of a Temporary Certificate, the Department shall notify the Tribe of its discovery.
 - b. The Department shall notify the Tribe immediately of any intended action to suspend or revoke a Temporary Certificate.
6. Suspension or Revocation of a Certificate:
- a. The Department may suspend or revoke a Certificate:
 - (1) Upon a determination pursuant to subsections 1. a., b., or c.; or
 - (2) If the Certificate holder has committed multiple violations of the Compact, or demonstrated an unreasonable disregard of the provisions of the Compact;
 - b. Before suspending or revoking a Certificate, the Department shall inform the Tribe of the proposed denial, unless the State determines immediate action is necessary to protect the public health, safety or welfare or the integrity of class III gaming. Prior to the suspension or revocation of a Certificate, the Certificate holder shall have a right to a hearing before the Department. The provisions of Wis. Stat. ch. 227, shall govern the conduct of such hearings.

7. **Section X. A.** of the Compact "RECORDS" is amended as follows:

1. After the word maintain, insert the words "in accordance with subsection D. below,"

Section X. D. is created as follows:

D.

1. Records identified under this Section shall be kept in paper format for three years after the record is created, after which the paper records may be disposed of as long as an electronic facsimile of the original is available and capable of being reproduced in paper form. Said reproduction will meet the standard for admissibility as stated in Wis. Stat. § 910.03 (2001-02). The electronic facsimile must be kept for an additional four years.
2. Records that are originally created in electronic format are not required to be stored in paper format as long as the electronic copy is stored and capable of being printed on a piece of paper. Said reproduction will meet the standard for admissibility as stated in Wis. Stat. § 910.03 (2001-02). The electronic version must be kept for seven years.

3. The Tribe and State, when requesting records retained by the other party, agree to pay the other party's costs of locating, retrieving and/or reproducing records over thirty-six (36) months old, which costs shall be consistent with those allowed under Wis. Stat. ch. 19 (2001-02), except that pre-payment shall not be required.

8. **Section XIII.** is re-titled as "TAX AND REGULATION" and amended by creating subsections D. and E. as follows:
 - D. Nothing in this section shall be construed to effect or limit a tax or fee otherwise lawfully imposed by the Tribe.
 - E. This Compact does not permit the State to impose any tax, fees, regulations or obligate the Tribe to make any payments unless mutually agreed to by the parties, or otherwise set forth in this Compact.

9. **Sections XV. and XVI. are amended as follows:**

Section XV. D. 14. is deleted in its entirety.

Section XV. D. 16 is deleted and replaced with the following:

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. This does not prevent the player from using ticket in / ticket out systems or other tribal promotional coupons, so long as the players do not obtain credit from the Casino.

Section XVI. A. 13. is deleted and replaced with the following: "Propositional Wager" or "Proposition Bet" means a wager other than the wager placed by the player in the hole for each hand.

Section XVI. B. Game Locations and Times is amended as follows: the words "at not more than two facilities" are deleted and the words "2. Blackjack may not be conducted at any location for more than 18 hours in any day" are deleted.

Section XVI. C. 3. j. BLACKJACK, REGULATION AND PLAY OF is deleted in its entirety and replaced with the following: "Maximum wager amounts shall be set by the Tribe. Minimum and maximum wagers shall be conspicuously posted at each table."

Section XVI. C. 3. r. is deleted in its entirety.

Section XVI. C. 6. is deleted in its entirety.

Section XVI. C. 14. b. is deleted in its entirety.

Section XVI. C. 17. is deleted and replaced with the following:

"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 between dealers and supervisory management personnel as defined by the Tribe upon a formula established by the Tribe. Cash tipping shall be prohibited."

10. Section XVII. A., Pull-Tabs or Break-Open Tickets is amended by deleting the words "most recent published standards of the North American Gaming Regulators Association" and replacing such words with the words "Tribe's internal gaming regulations."

11. Section XX. of the Compact, "ENFORCEMENT" is deleted in its entirety and replaced with the following:

A. The Department 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 Department and the Division of Criminal Investigation of the Department of Justice shall, upon the presentation of state-issued identification, have the right to gain access after prior consultation with the Tribal President, or his or her designee. Said consultation shall explain the scope and purpose of the proposed access. In the absence of the Tribal President or designee, the Tribal Vice President or his or her designee shall be consulted and in his or her absence, the Chair of the Mohican Gaming Commission, or his or her designee. Notwithstanding the foregoing, the unavailability of a particular person to engage in the required consultation shall not unreasonably delay any inspection conducted pursuant to this Section. Said access shall be 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 shall include 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 Tribal President. Notwithstanding the foregoing, the unavailability of a particular person to accompany the authorized agent of the State shall not unreasonably delay any inspection conducted pursuant to this Section. Inspections shall be conducted in a manner which does not disrupt normal business operations. The Department shall submit a list of authorized agents to the Mohican Gaming Commission and shall update the list as agents change. Only those agents on the authorized agents list shall be permitted entry to a Class III gaming facility.

- 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 XXII.
 - 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 XXII. If the Tribe has reason to believe that the Department of Justice or the Department are exercising authority under this Section in an arbitrary or capricious manner, it may invoke the Dispute Resolution procedures in Section XXII.
 - D. In order to administer and enforce state laws, and the terms of this Compact, the Department of Justice and the Department upon reasonable suspicion may investigate the activities of the Tribal officers, employees, 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 Department. Pursuant to such investigation, the Department 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. Wis. Stat. § 885.12 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.
12. **Section XXII. "DISPUTE RESOLUTION,"** is deleted in its entirety and replaced with the following:
XXII DISPUTE RESOLUTION
- A. If either the Tribe or State believes that the other has failed to comply with the requirements of this Compact, or if a dispute arises over the interpretation of this Compact, then any of the following dispute resolution mechanisms are available to the parties:
 - 1. Mediation;
 - 2. Arbitration;
 - 3. Federal Court.
 - B. At least thirty days prior to instituting a dispute resolution mechanism, the party seeking dispute resolution must serve written notice on the other party identifying the specific statutory, regulatory or Compact provision or provisions that are in

dispute and specify with reasonable detail the factual basis for the alleged non-compliance. If the matter is not resolved by the time thirty days from the date of notice has elapsed, the party seeking dispute resolution may invoke, at its choice, mediation, arbitration, or resolution in federal court. There is no requirement that the party seeking dispute resolution choose one dispute resolution mechanism before another. Not more than one dispute resolution mechanism per issue may occur at the same time, unless the parties mutually agree. Proposed amendments to this Compact shall not be subject to dispute resolution.

- C. Mediation. The State and Tribe may agree in writing to settle the dispute by non-binding mediation, according to the procedure set forth below:
1. Within seven (7) days of service of the notice of demand for mediation the parties shall appoint a mediator. If the parties are unable to agree on a mediator, each party shall select a mediator, and the two mediators shall select a third mediator, who shall conduct the mediation.
 2. The parties shall attempt to agree on the number of mediation sessions to be scheduled to resolve the dispute, but in no event shall less than two mediation sessions be scheduled. Both mediation sessions shall be held within fourteen (14) days of the selection of the mediator, unless the parties agree otherwise. After at least two mediation sessions have occurred, either party may notify the other party that mediation has tentatively failed and the parties shall schedule a final mediation session no later than ten (10) days after notification of the failure of mediation, unless the parties agree to another mutually acceptable date.
 3. Parties will be responsible for their own expenses. Other costs of mediation shall be borne equally among the parties.

D. Arbitration. Either party may choose to arbitrate disputes. Actions to compel arbitration or to enforce an arbitration award may be brought only as authorized in Section XXII. E. 2. c. To institute arbitration, a party must serve written demand on the other party for arbitration and the dispute shall be resolved through arbitration at a neutral location. The arbitration shall be conducted in accordance with the following procedure, unless the parties mutually agree otherwise:

1. Within five (5) business days from the date of receipt of the demand by the other party, the parties shall meet in person or by phone to select an arbitrator who shall have demonstrated experience in gaming and federal Indian law.
2. If the parties cannot agree on an arbitrator, each party shall select an arbitrator and the two arbitrators shall select a third arbitrator, who shall conduct the arbitration.
3. Within thirty (30) days from the date the arbitrator is appointed, the arbitrator shall hold a scheduling conference at which time dates for pre-hearing motions, discovery deadlines, witness list deadlines, exhibit deadlines, a hearing date, and other procedural issues shall be established.

4. The schedule shall provide that the arbitration process shall be completed within 180 days from the date of the arbitrator's order establishing the schedule, unless the parties agree otherwise.
5. The arbitration shall be conducted in accordance with the Federal Rules of Civil Procedure and Evidence.
6. Parties will be responsible for their own expenses. Other costs of arbitration shall be borne equally by the parties.
7. The arbitrator shall have the authority to provide such relief and issue such orders as are authorized by the Federal Rules of Civil Procedure, provided that such relief and order is consistent with the provisions of this Compact.
8. The arbitration procedures of this Compact and arbitration awards rendered pursuant to such procedures shall be enforceable under, and otherwise subject to, the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. and in accordance with Section XXII E. 2. c.

E. Federal Court

1. Except as expressly provided in Section XIX. B. and subsection E. 2. below, nothing contained in this Compact is intended as, or shall be construed to be a waiver of sovereign immunity of the Tribe or the State.
2. The parties desire to have an equitable and mutually enforceable dispute resolution procedure. The Tribe and the State, to the extent the State or Tribe may do so pursuant to law, grant to each other a limited waiver of sovereign immunity and hereby consent to arbitration and suit in federal court solely with respect to the claims in subsections E. 2. a, b, and c and subject to the conditions of this paragraph. The Tribe's limited waiver of sovereign immunity shall only be effective to the extent that the State's waiver of sovereign immunity is effective, such that if the State's waiver of sovereign immunity is not valid or enforceable as set out in subsections E. 2. a., b. or c., then the parties agree that the Tribe's waiver of sovereign immunity shall be null and void and have no effect, subject to the conditions set out in subsections E. 2. a., b. or c., and the parties agree to immediately enter into negotiations regarding alternative enforcement mechanisms.
 - a. The Tribe and State consent to claims for monies which may be due and owing to the other party pursuant to the terms of this Compact; provided that the Tribe's waiver shall only be effective for as long as and to the extent that Wis. Stat. §§ 16.007 and 775.01, or any successor or similar provisions of state law, provide an effective waiver of the State's immunity that enables the Tribe to maintain a suit against the State for debts owed to the Tribe under the terms of this Compact. If this waiver of sovereign immunity is not valid or enforceable, then the parties agree that the Tribe's waiver of sovereign immunity is null and void and have no effect. Any waiver of the Tribe's sovereign immunity which is no

longer in effect pursuant to this subsection shall be reinstated if, and for so long as, the State thereafter effectively waives its sovereign immunity in a manner which enables the Tribe to maintain a suit against the State for any monies which may be due and owing to the Tribe under the terms of the Compact. Notwithstanding any other provision of this Compact, the assets, revenues and property of the Tribe shall not be subject to seizure, attachment, arbitrator's award, or court order, other than cash of the Tribe generated from the Tribe's Wisconsin Class III gaming facilities and undistributed and future revenues from those facilities. No director, officer or office holder, employee, agent, representative or member of the Tribe shall have any personal liability for any claim or obligations of the Tribe under this section.

- b. The Tribe and State consent to claims for declaratory relief and injunctive relief, including injunctive relief pending the outcome of arbitration proceedings, for any violation of this Compact, provided, however, that in the event that the Tribe seeks declaratory relief or injunctive relief against the State, and the Tribe is unable to obtain declaratory relief or injunctive relief due to the sovereign immunity of the State, the Tribe's waiver of sovereign immunity pursuant to this subsection shall be null and void. Any waiver of the Tribe's sovereign immunity which is null and void pursuant to this subsection shall be reinstated if, and for so long as, the State thereafter effectively waives its sovereign immunity in a manner which enables the Tribe to maintain a suit against the State for declaratory or injunctive relief to enforce the terms of the Compact. An allegation that an official or employee violated this 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.
- c. The Tribe and State consent to claims pursuant to Section XXII.D.8., to compel arbitration or enforce arbitration awards, provided, however, that in the event the Tribe seeks judicial resolution of a dispute regarding arbitration, and the Tribe is unable to obtain judicial resolution of the dispute due to the sovereign immunity of the State, the Tribe's waiver of sovereign immunity pursuant to this subsection shall be null and void. Any waiver of the Tribe's sovereign immunity which is null and void pursuant to this subsection shall be reinstated if, and for so long as, the State thereafter effectively waives its sovereign immunity in a manner which enables the Tribe to maintain a suit against the State for judicial resolution of disputes regarding arbitration.

- F. The waiver of the Tribe's sovereign immunity provided for in this Section does not extend to claims to enforce obligations which do not arise under the terms of the Compact or to any claims brought by persons or entities other than the State.
- G. Either the Tribe or the State may pursue any remedy which it believes is available to it under the law or the Act, including suits against officers or employees of the other for actions taken outside of their scope of authority, subject to any defenses which may be available with respect to such remedies or suits.
- H. 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. §2710(d)(7)(A) [1991] which the parties believe provides an enforcement mechanism for violations of this Compact.

XXIII. SOVEREIGN IMMUNITY COMPACT ENFORCEMENT is deleted in its entirety.

13. Section XXV. of the Compact is deleted in its entirety and replaced with the following:

XXV. EFFECTIVE DATE AND DURATION

XXVI. Effective date. The 2003 Amendments are binding on the Tribe and the State upon signature by the President of the Tribe, pursuant to a Tribal Resolution, and by the Governor of the State, pursuant to Wis. Stat. § 14.035. The 2003 Amendments are effective upon the date that the Secretary of the Interior publishes in the Federal Register a notice that the 2003 Amendments are approved or considered approved by operation of law.

XXVII. Termination. This Compact shall continue in effect, notwithstanding any other provision of this Compact, until terminated by mutual written agreement of the parties. For purposes of this subsection, mutual agreement of the parties must be effectuated by a written instrument validly signed by both parties pursuant to each party's respective laws. The Tribe's intent to terminate the Compact on the part of the Tribe may only be shown by a Resolution passed at two successive regular meetings of the governing body of the Tribe in accordance with tribal law.

XXVIII. Enforceability.

1. The State and the Tribe voluntarily enter into this Compact pursuant to Section 11(d)(3)(B) of the Act.
2. By signing this Compact and/or amendments to this Compact, the Governor of Wisconsin and the President of the Tribe represent they are authorized to execute the Compact and amendments on behalf of the State and the Tribe, respectively.

XXIX. If Section XXV. B. is determined to be invalid or unlawful by a court of

competent jurisdiction, the term of this Compact shall continue until
December 31, 2101.

14. **Section XXVI.** of the Compact "TRIBAL GAMING ORDINANCES AND STATE
LAW" is deleted in its entirety and replaced with the following:

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.
Nothing in this Compact is intended to grant any rights to a third party.

15. **Section XXX.** of the Compact "AMENDMENT" is revised by adding subsection B
to read as follows:

B. Periodic Amendment Process.

1. Beginning on July 1, 2008, and at five-year intervals thereafter, the
State or the Tribe may propose amendments to the Compact to
enhance the regulation of gaming under the Compact. Proposed
amendments from the parties must be served on the other at least 30
days and not more than 60 days prior to the end of each 5-year interval.
The Tribe and the State shall enter into good-faith negotiations
regarding the proposed amendments. Disputes over the obligation to
negotiate in good faith under this provision may be resolved under the
provisions of Section XXII.
2. Beginning on July 1, 2028, and at twenty-five year intervals thereafter,
the Tribe or, the State, by the Governor as directed by an enactment
of a session law by the Wisconsin Legislature, may propose amendments
to the Compact. Proposed amendments from the parties must be served
on the other at least 30 days and not more than 60 days prior to the end
of each year interval. The Tribe and the State shall enter into
good-faith negotiations regarding the proposed amendments.
Disputes over the obligation to negotiate in good faith under this
provision may be resolved under the provisions of Section XXII.

16. **Section XXXI.** of the Compact "PARTIES' INTENT AND MATERIAL
CONSIDERATIONS OF THIS COMPACT," is deleted in its entirety and replaced
with the following:

Section XXXI. SEVERABILITY.

Except as otherwise provided, if any portion this Compact, amendment, or
subsequent amendment are deemed invalid or unenforceable in a court of competent
jurisdiction, or not approved by the Secretary of Interior, the offending portion shall
be severed and the remaining portions of the Compact or amendment(s) shall remain in
full force and effect.

17. **Section XXXII.** of the Compact entitled "PAYMENT TO THE STATE" is eliminated in

its entirety and replaced as follows:

XXXII. REVENUE SHARING

- A. In the event a change in state law permits the operation of electronic games of chance, or other Class III games that are not permitted by State law on January 1, 2003, by any person or entity (including the State or a political subdivision) other than a federally recognized Tribe in Wisconsin under the provisions of the Act, within the State, then the Tribe shall be relieved of future payments due to the State under Section XXXII. C.
- B. If any Indian tribe ("tribe"), other than the Stockbridge-Munsee Tribe ("Tribe"), submits an application to the Secretary of the Interior ("Secretary"), under 25 U.S.C. § 2719(b)(1)(A), and receives a determination ("Determination") after January 1, 2003 that a proposed gaming establishment ("Establishment") on off-reservation trust lands acquired by the United States for the tribe, is in the best interest of that tribe and its members and is not detrimental to the surrounding community, and the Governor concurs in that determination, then during any period in which the Establishment conducts Class III gaming within seventy (70) miles of a Class III gaming facility of the Tribe that is within the boundaries of its reservation, the Tribe's obligation to make payments to the State pursuant to subsection C.3. shall be modified as follows. If the Tribe's annual net win from all Class III gaming operations in the previous fiscal year is less than \$80,000,000.00, it shall pay to the State 2.25% of the net win from \$0 to \$50,000,000.00, and 3% of the net win from \$50,000,000.00 to \$80,000,000.00. If the Tribe's annual net win from all Class III gaming operations in the previous fiscal year is greater than \$80,000,000.00, it shall pay to the State 4.5% of all of its net win. If the Tribe's annual net win from all Class III gaming operations is greater than \$200,000,000.00, it shall pay to the State 5% of all of its net win.
- C. The Tribe shall:
1. Make a one-time lump-sum payment to the State in the amount of \$3,000,000.00 by June 30, 2004. The Tribe's payment of \$650,000.00 due in February 2004 pursuant to the 1998 Compact Amendment is eliminated.
 2. On or before June 30, 2005, the Tribe shall pay to the State six hundred and fifty thousand dollars (\$650,000.00), plus 15% of the difference between the net win for the Tribe's fiscal year 2004 and the net win for fiscal year 2003. On or before June 30, 2006, the Tribe will pay six hundred and fifty thousand dollars (\$650,000.00), plus 15% of the difference between the net win for the Tribe's fiscal year 2005 and the net win for fiscal year 2004.

3. On or before June 30, 2007, and on or before June 30 of each succeeding year, the Tribe shall make a payment to the State (Annual Payment) as follows. If the Tribe's annual net win from all Class III gaming operations in the previous fiscal year is less than \$80,000,000.00, it shall pay to the State 2.25% of the net win from \$0 to \$35,000,000.00, and 3% of the net win from \$35,000,000.00 to \$80,000,000.00. If the Tribe's annual net win from all Class III gaming operations in the previous fiscal year is greater than \$80,000,000.00, it shall pay to the State 4.5% of all of its net win. If the Tribe's annual net win from all Class III gaming operations is greater than \$200,000,000.00, it shall pay to the State 5% of all of its net win.

For purposes of this Section, "fiscal year" shall be defined as the period beginning October 1 of a given year and ending September 30 of the following year. In addition, "net win" means gross gaming revenue from all of the Tribe's Class III gaming activities in Wisconsin, less amounts paid out for prizes, including the actual cost to the Tribe of any noncash prize which is distributed to a patron as the result of a specific, legitimate wager.

4. Beginning with the 2008 Annual Payment and in each year thereafter, the Annual Payment shall be reduced by the following amounts:
 - a. Up to \$300,000 per year shall be deducted for payments made by the Tribe after September 1, 2003 to Shawano County, Town of Bartelme, Town of Red Springs, local school districts, or any other local unit of government; or for public roads or transportation-related infrastructure on or near the reservation; or pursuant to the Plan or Other Plans as defined in Section XXXVII; and,
 - b. up to an additional \$100,000 per year shall be deducted for payments made by the Tribe after September 1, 2003 for public roads or transportation-related infrastructure on or near the reservation; or pursuant to the Plan or Other Plans as defined in Section XXXVII; and,
 - c. up to an additional \$100,000 per year shall be deducted for payments made by the Tribe after September 1, 2003 pursuant to the Plan or Other Plans as defined in Section XXXVII.
 - d. Deductions shall be applied each year after 2008 in accordance with the limits contained in this subsection regardless of when the payment or expenditure occurred, provided that payments made before September 1, 2003 may not be deducted.

- D. The State and the Tribe agree to cooperate and to consult in the preparation of the budget of the State of Wisconsin to the extent it proposes the appropriation of the funds made available to the State of Wisconsin under this Section XXXII of the Compact. The State and the Tribe shall cooperate as is appropriate for governments that share their revenue to fund programs or activities to achieve goals of mutual interest.
- E. If at any time the State is authorized to impose any tax, fee, assessment, or other charge directly on the Tribe's Class III gaming revenues, other than as expressly contemplated in this Compact, upon the date of passage of any law imposing such tax, fee, assessment, or charge, or upon the date of passage of any law imposing a tax exclusively on patrons' winnings generated at the Class III gaming facilities, the Tribe shall be relieved of the obligation to make any payments provided for in subsection C above. Nothing in this subsection shall be construed to prevent the application of the Wisconsin Income Tax to income derived from patrons' winnings generated at the Class III gaming facilities as described in Section XIII.
- F. If for any reason the Tribe's obligation to make any payments under subsection C above shall terminate, or such payments shall be reduced, such termination or reduction shall not adversely affect the validity of this Compact.

18. Section XXXIV. is deleted in its entirety, re-titled as "DISAPPROVAL OR INVALIDATION OF 2003 COMPACT AMENDMENTS" and is replaced by the following:

- A. In the event that Section XXV. (Effective Date and Duration) or Section XXXII.A or C. (Revenue Sharing) of the 2003 Amendments is disapproved, in whole or in part, by the Secretary of the Interior or is found unenforceable or invalid by a court of competent jurisdiction, the State shall immediately refund any payments made by the Tribe to the State under Section XXXII. C. 1; the Tribe shall not be required to make any further payments under Section XXXII. C. 2. and C. 3, and the parties shall negotiate in good faith to reach agreement on substitute provisions for the effected portions of Sections XXV. and XXXII. Disputes over the obligation to negotiate in good faith under this provision may be resolved under the provisions of Section XXII.
- B. In the event that the additional games being added by the 2003 Amendments to Section IV. of the Compact are disapproved, in whole or in part, by the Secretary of the Interior or are found unenforceable or invalid by a court of competent jurisdiction, the parties shall negotiate in good faith to reach agreement on revised provisions for the affected sections which shall include consideration of the

impact on the Tribe's Class III gaming revenues, and the parties agree that the Tribe is authorized to operate the games agreed to under the 1992 Compact. Disputes over the obligation to negotiate in good faith under this provision may be resolved under the provisions of Section XXII.

- C. In the event that any portion of the 2003 Amendments other than Section IV. or Section XXV. or Section XXXII. A. or C. is disapproved, in whole or in part, by the Secretary of the Interior or is found by a court of competent jurisdiction to be unenforceable or invalid, either party may serve on the other a demand for renegotiation of such portion of the amendments as are impacted. The parties shall negotiate in good faith to reach agreement on substitute provisions. Disputes over the obligation to negotiate in good faith under this provision may be resolved under the provisions of Section XXII.
 - D. In the event that the 2003 Amendment is disapproved in its entirety by the Secretary of the United States Department of the Interior or is found unenforceable or invalid in its entirety by a court of competent jurisdiction, the State and the Tribe acknowledge their intent that the terms of the Compact, as amended on August 11, 1998, shall remain in effect and shall govern the conduct of Class III gaming on Tribal lands for its full term. In addition, the State and the Tribe agree that the Compact, as amended August 11, 1998, shall be deemed to have automatically renewed for an additional term of five (5) years commencing on February 13, 2004, pursuant to Section XXV. B. of the Compact.
- 19. Paragraphs 6 and 7, Section XXXV. within the 1998 amendments** are deleted in their entirety.
- 20. Section XXXVI. of the Compact "PROCEDURES FOR THE REGULATION OF GAMES AND GAMING OPERATIONS"** is created to read as follows:
- A. The Tribe shall promulgate rules of play and minimum internal control standards for all Class III games conducted by the Tribe pursuant to this Compact. Such rules and standards shall set forth an expected hold percentage for each game, reasonably ensure the fairness of the playing of the game, reasonably ensure that revenue is adequately counted and accounted for in accordance with generally accepted accounting principles for casinos, shall be consistent with industry standards and practices, and ensure compliance with the Compact. Until a set of rules and/or MICS is established addressing the software, hardware and other requirements currently governed by Sections XV. and XVI. of the Compact, the Tribe may continue to conduct gaming under Sections XV. and XVI., and the MICS in effect as of the effective date of the 2003 Amendments. Upon promulgation of a set of rules and/or MICS addressing the software, hardware and other requirements currently governed by Sections XV. and XVI. of the Compact, the parties will execute an appropriate amendment to the Compact that will delete

the Compact language that is addressed by the newly developed rules and/or MICS. The Tribe shall comply with rules of play and minimum internal control standards established pursuant to this Section.

- B. Rules of Play. Prior to operating any game for which rules of play have not been established under this Compact, the Tribe shall adopt rules of play for such game and provide a copy of such rules to the Department. The Tribe may operate such game pursuant to such rules fourteen (14) days after the Tribe provides a copy of the rules to the Department, provided that such rules are substantially similar to rules in effect in another gaming jurisdiction within the United States. Within ninety (90) days of receipt of the rules, the Department shall submit any objection it may have to any rule or rules by serving a written notice of objection on the Tribe. All such objections shall be based upon the criteria set forth in Section XXXVI.E. 2. The notice of objection shall state with specificity the reasons therefor with reference to such criteria, and shall propose an alternative rule for each rule which is the subject of an objection. Within thirty (30) days of submission of any objection, the Department and the Tribe shall meet in an attempt to resolve the objection. If the objection is not resolved within twenty XXXVII. days of such meeting, either the Tribe or the Department may serve upon the other a demand for arbitration pursuant to subsection E below. The Tribe may continue to utilize any rule subject to an objection by the Department while the procedures set forth in subsection E below are completed, unless the objection is based, in whole or in part, upon the fact that the rule substantially and materially deviates from rules in effect in gaming jurisdictions within the United States.
- C. Minimum Internal Control Standards. Within ninety (90) days of the effective date of the 2003 Amendment, the Tribe shall submit to the Department a copy of all minimum internal control standards in use at each Class III gaming facility of the Tribe. Such standards shall be at least as stringent as the minimum internal control standards established by the National Indian Gaming Commission. Within ninety (90) days of receipt of such standards, the Department shall submit any objection it may have to any standard or standards by serving a written notice of objection on the Tribe. All such objections shall be based upon the criteria set forth in subsection E.2. below. The notice of objection shall state with specificity the reasons therefor with reference to such criteria, and shall propose an alternative standard for each standard which is the subject of an objection. Within thirty (30) days of submission of any objection, the Department and the Tribe shall meet in an attempt to resolve the objection. If the objection is not resolved within twenty (20) days of such meeting, either the Tribe or the Department may serve upon the other a demand for arbitration pursuant to subsection E below. The Tribe may continue to utilize any standard subject to objection while the procedures set forth in subsection E below are completed.
- D. Amendment of MICS. Either party may propose a change or amendment to the

MICS, or propose a new area to be subject to the MICS, at any time during the term of this Compact. The new proposed MICS and any MICS or changes to the MICS proposed thereafter, shall be subject to the objection and arbitration process set forth in subsections A and B above until the proposed MICS are either not objected to by either Party or are selected by the Arbitrators.

E. Appeal of MICS. Either party may appeal any part of the rules of play, internal control standards, proposed amendments or additions to a three-member arbitration panel:

1. The panel shall consist of three members, one of whom shall be a C.P.A., and one of whom shall be experienced in the regulation of gaming, which criteria may be met by substantial experience with regulatory compliance issues while employed by a regulated entity. The same person may satisfy both criteria. Of the three arbitrators, one will be chosen by the Tribe, one chosen by the Department, and the third chosen by the other two panel members. No person who has performed services, or whose firm has performed services, for either the Department or the Tribe in the preceding year, may serve on the panel.
2. For rules of play established pursuant to subsection B., the panel shall select from the two proposals submitted by the Parties the one which best assures: (a) the fairness of the playing of the game that the rules seek to regulate; (b) that the game is conducted consistent with industry standards and practices; (c) compliance with relevant provisions of the Compact and, unless addressed by procedures adopted pursuant to subsection C.; (d) that the revenue generated from the playing of the games is adequately counted and accounted for in accordance with Generally Accepted Accounting Principles for casinos. For MICS established pursuant to subsection C., the panel shall select from the two proposals submitted by the Parties the one which best assures: (a) that the revenue generated from the playing of the games is adequately counted and accounted for in accordance with Generally Accepted Accounting Principles for casinos; (b) a system of internal controls consistent with industry standards and practices, and (c) compliance with relevant provisions of the Compact.
3. To the extent practicable, the parties shall stipulate to all facts not reasonably in dispute. At the request of either party, the panel may take testimony from witnesses if it determines that such procedures are necessary for an informed resolution of the controversy. The formal rules of evidence shall not apply to witness testimony, and the panel shall determine the permissible scope and extent of any proffered testimony, but the panel shall observe basic principles of relevancy, materiality and probative value. Any and all proceedings may be conducted telephonically. The arbitrators shall conduct the arbitration in accordance with the Rules for Non-Administered Arbitration (2000 Rev.) of the CPR Institute for Dispute Resolution (CPR), 366 Madison Ave., New York,

NY, 10017, or any other arbitration rules mutually agreed to by the Parties, to the extent they are not inconsistent with any provision contained herein, but the arbitration shall not be conducted by or through the CPR. Each party shall simultaneously submit, at a time determined by the panel after the factual record is finalized, a written statement in support of its position. The panel shall decide the matter within thirty (30) days of receipt of the testimony and written submission and issue a written decision. The decision of the panel shall be final and non-appealable. The parties shall equally split the cost of the panel, and bear its own cost of the proceedings.

F. Regulatory requirements regarding DCS and records:

The Parties agree that the Tribe shall report information from its slot accounting systems to the Data Collection System ("DCS") maintained by the State, utilizing the hardware, software and reporting formats for the specified information in use on the date of the 2003 Amendments. The Parties acknowledge that participation in the DCS satisfies the obligations of the Tribe to provide the State with slot accounting data in electronic format. The Parties shall meet and confer regarding any proposed modifications to the hardware, software and reporting formats utilized by the DCS which would affect the manner in which the Tribe reports the information. Each party agrees that it will comply with reasonable requests by the other to make changes to hardware, software or reporting formats which would affect the manner in which the Tribe reports the information where such requests are based on changes in technology or are otherwise necessary to allow the State to maintain electronic reporting pursuant to this Section, and are consistent with the intent of this paragraph. The Tribe and the State acknowledge that the DCS is intended to be operated as a uniform statewide system applicable to all Wisconsin Indian tribes. The State and Tribe further acknowledge that the DCS is intended to facilitate the transfer of data required under this Compact and is not intended to provide the State with substantive rights of access beyond those in the Compact. Nothing in this section permits the State or shall be interpreted to permit the State electronic real-time access to any data maintained at the Tribe's Class III facilities.

G. The Tribe shall submit to the Department of Administration, Division of Gaming, in an electronic format maintained by the Tribe, the following daily revenue information for table games: (1) Type of table game; (2) Table number; (3) Shift; Opening Inventory; (5) Fills; (6) Credits; (7) Adjustments; (8) Closing Inventory; (9) Drop, and (10) Win/(loss). This information shall be submitted no later than 14 days after the conclusion of the previous gaming month.

21. The 1998 Memorandum of Understanding Regarding Technical Matters dated August 11, 1998, is hereby revoked by agreement of the parties.

22. Section XXXVII. of the Compact is created as follows:

- A. The Tribe and State agree that road access and public safety concerns exist from the current routes from State Highway 29 to the Tribe's Class III gaming facility. As a result the State agrees to consult and cooperate, through the Secretary of the Department of Transportation, or designee(s), with the Tribe and appropriate governmental bodies to improve road access and public safety from State Highway 29 to the Tribe's Class III gaming facility. Any governmental body with jurisdiction over transportation facilities which will be affected by the Plan described below is an appropriate governmental body. The consultation shall include appropriate officials of the Tribe, federal, State (including the Secretary of the Department of Administration, or designee(s)), and if willing to participate, officials of any appropriate governmental body. The consultations shall address improved road access to the facility; reconstruction improvements to address anticipated type and volume of traffic; public safety improvements, emergency vehicle access and related issues; cost allocations, as well as potential availability of federal, state, tribal and local revenues and the appropriate mechanisms to obtain such funds; land acquisition and other appropriate issues.
- B. The consultations shall conclude by determining the feasibility of developing a Plan addressing improved road access and safety to the Tribe's Class III gaming facility. The feasibility determination should be decided by March 31, 2004, unless otherwise agreed to. If developing a Plan is feasible, the appropriate governmental bodies shall jointly develop a Plan to improve safety and road access. The Plan should be completed by March 31, 2005, unless otherwise agreed to. The Plan must be acceptable to all appropriate governmental bodies and shall include:
- Identification of the specific access and public safety concerns to be addressed;
 - A listing of roads to be constructed or improved;
 - Identification of the owner of the road;
 - A description of the scope of the proposed improvement;
 - An estimate of the cost of the proposed improvements;
 - Identification of funding sources and proposed funding shares for each project for each of the government units and the tribe;
 - A proposed schedule and sequence for all the improvements;
 - A listing and schedule of actions to be carried out by the parties to the agreement in implementing the projects and the plan;
 - Maintenance issues including financial costs.
- C. In the event that the Plan is not developed or implemented pursuant to the procedures outlined above, the Tribe and appropriate governmental bodies may develop Other Plans that address all or part of the road access and public safety

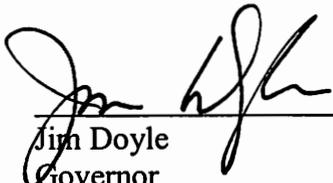
issues above. Tribal expenditures pursuant to the Plan or Other Plans may be deducted from the Tribe's payment in accordance with Section XXXII.C.4. Other Plans may not be developed until it is determined that developing the Plan is not feasible, or if the Plan is not developed, whichever comes first.

- D. Notwithstanding the foregoing, failure to complete the Plan due to the failure of participating governmental bodies other than the State or Tribe to reach agreement regarding the Plan shall not constitute a breach of this Compact by either the State or the Tribe, provided that the State and/or Tribe have used reasonable efforts to obtain completion of the Plan; likewise, failure to implement the Plan due to failure of participating governmental bodies other than the State or the Tribe to carry out actions listed in the Compact shall not constitute a breach of this Compact by either the State or the Tribe, provided that the State and/or Tribe have used reasonable efforts to obtain implementation of the Plan.

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



Robert Chicks
President
Stockbridge-Munsee Community



Jim Doyle
Governor
State of Wisconsin

Dated: 9-3-03

Dated: 9/3/03

Consistent with 25 U.S.C.A. Sec. 2710 (d)(8), the Second Amendment to the Stockbridge-Munsee Community Gaming Compact, dated this _____ day of _____, 2003, is hereby approved on this _____ day of _____, 2003, by the Assistant Secretary - Indian Affairs, United States Department of the Interior.

UNITED STATES DEPARTMENT OF THE INTERIOR