United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

JAN 24 1997

Honorable John A. Barrett
Chairman, Citizen Band Potawatomi
Indian Tribe
1901 S. Gordon Cooper Drive
Shawnee, Oklahoma 74801

97 FEB -3 PM 2:46

Dear Chairman Barrett:

On December 16, 1996, we received the Off-Track Wagering Compact (Compact) between the Citizen Band Potawatomi Indian Tribe of Oklahoma (Tribe) and the State of Oklahoma (State), dated December 5, 1996. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of the IGRA, we approve the Compact. The Compact shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

Notwithstanding our approval of the Compact, Section 11(d)(1) of the IGRA, 25 U.S.C. § 2710(d)(1), requires that tribal gaming ordinances be approved by the Chairman of the National Indian Gaming Commission (NIGC). Regulations governing approval of Class II and Class III gaming ordinances are found in 25 C.F.R. §§ 501.1-577.15 (1995). Pursuant to the IGRA and the regulations, even previously existing gaming ordinances must be submitted to the NIGC for approval when requested by the Chairman. The Tribe may want to contact the NIGC at (202) 632-7003 for further information to determine when and how to submit the ordinance for approval by the NIGC.

In addition, if the Tribe enters into a management contract for the operation and management of the Tribe's gaming facility, the contract must likewise be submitted to, and approved by the Chairman of the NIGC pursuant to Section 11(d)(9) of the IGRA, 25 U.S.C. § 2710(d)(9) and the NIGC's regulations governing management contracts. The Tribe may want to contact the NIGC for information on submitting the ordinance and the management contract for approval by the NIGC.

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

Sincerely,

Ada E. Deer

Ada E. Deer
Assistant Secretary - Indian Affairs

Enclosures

Identical Letter Sent to: Honorable Frank Keating
Governor of Oklahoma
State Capitol
Oklahoma City, Oklahoma 73105

cc: Anadarko Area Director w/copy of approved Compact
Supt., Shawnee Agency w/copy of approved Compact
[redacted] of approved Compact
U. S. Field Solicitor w/copy of approved Compact
Oklahoma U.S. Attorney w/copy of approved Compact

FILED
DEC 5 1996
OKLAHOMA SECRETARY
OF STATE

POTAWATOMI

OFF-TRACK WAGERING

COMPACT

TABLE OF CONTENTS

SECTION 1. **TITLE**. 1

SECTION 2. **DEFINITIONS**. 1

SECTION 3. **DURATION** 3

a. Effective Date 3

b. Term 3

c. Duration 3

SECTION 4. **AUTHORIZED CLASS III GAMING** 4

SECTION 5. **LOCATIONS** 4

SECTION 6. **SERVICE AGREEMENTS** 4

SECTION 7. **CLAIMS** 4

a. Procedure 5

b. Tort Claim 6

c. Wager Claim 7

d. Posting 7

SECTION 8. **REGULATIONS** 7

a. Logs 7

b. Debarred Lists 7

c. Audit 8

d. Rule Display 8

SECTION 9. **ENFORCEMENT** 8

a. Potawatomi Gaming Director 8

b. Investigation and Sanctions 9

c. Reporting 9

d. Meetings 9

SECTION 10. **MONITORING** 10

a. Access to Records 10

b. Notification 10

SECTION 11. **CRIMINAL JURISDICTION**. 11

SECTION 12. **EMPLOYEES** 11

a. Applications. 11

b. Probation 12

c. Disqualification 12

d. Background Investigations 13

e. Identification Cards 13

SECTION 13. **PUBLIC HEALTH AND SAFETY** 13

a. Compliance 13

b. Emergency Service Accessibility 13

c. Minors 14

d. Alcohol 14

SECTION 14. **DISPUTE RESOLUTION** 14

a. Voluntary Resolution 14

b. Non-binding Arbitration 14

c. Declaratory Judgment 15

SECTION 15. **RESERVATION OF RIGHTS**. 15

a. Additional Compacts 15

b. Status of Class II Gaming 16

c. Taxation 16

d. Preservation of Potawatomi Self-Government . . 16

SECTION 16. **REIMBURSEMENT FOR EXPENSES INCURRED BY OKLAHOMA.** 16

a. Payments 17

b. Procedure 17

c. Escrow Draws 18

SECTION 17. **SEVERABILITY** 18

SECTION 18. **AMENDMENTS** 19

SECTION 19. **AUTHORITY TO EXECUTE** 19

SECTION 20. **NOTICES** 19

SECTION 21. **SUCCESSORS AND ASSIGNS** 20

SECTION 22. **GOVERNING LAW** 21

APPENDICES

Appendix A - Parimutuel Standards

Appendix B - Gaming Facilities Locations

Appendix C - Gaming Ordinance

This is a cooperative agreement made and entered into by and between the Citizen Band Potawatomi Indian Tribe of Oklahoma ("Potawatomi"), a federally-recognized Indian tribe, and the State of Oklahoma ("Oklahoma"), pursuant to the provisions of the Indian Gaming Regulatory Act.

SECTION 1. **TITLE**. The title of this document is the "Potawatomi Off-Track Wagering Compact."

SECTION 2. **DEFINITIONS**. For the purposes of this compact:

a. "Act" means the Indian Gaming Regulatory Act, Pub.L. 100-497, Oct. 17, 1988, 102 Stat. 2467 codified at 25 U.S.C.A. § 2701 et seq. 18 U.S.C.A. §§ 1166 to 1168.

b. "Class III Gaming" means all forms of gaming defined in 25 U.S.C.A. § 2703(8).

c. "Commission" means the National Indian Gaming Commission established pursuant to 25 U.S.C.A. § 2704.

d. "Compact" means this document and any appendices attached hereto.

e. "Gaming Employee" means any natural person employed in the management of the gaming operation.

f. "Gaming Facility" means the room or rooms where off-track bets authorized by this compact are placed.

g. "Gaming Operation" means the gaming authorized in Potawatomi Indian country by this compact.

h. "Off-Track Betting" means pari-mutuel betting on races into an interstate common pari-mutuel pool consisting of the pari-mutuel wagers placed at track(s), its intrastate betting

locations, other jurisdictions, and the pari-mutuel wagers placed at the Potawatomi Gaming Facilities authorized by this compact.

i. "Potawatomi Indian country" means any lands as defined by 25 U.S.C.A. § 2703, ¶ (4)(A) and ¶ (B) over which the Potawatomi exercise jurisdiction.

j. "OSBI" means the Oklahoma State Bureau of Investigation, the organization now tasked by Oklahoma law to monitor and oversee compacts relating to Indian gaming [74 O.S.Supp.1995, § 1223], or such other entity that the Oklahoma Legislature may hereafter designate by law to perform these or related tasks.

k. "Oklahoma" means the State of Oklahoma, its authorized officials, agents, and representatives.

l. "Potawatomi" means the Citizen Band Potawatomi Indian Tribe of Oklahoma, its authorized officials, agents and representatives.

m. "Potawatomi Gaming Director" means the person so designated by the Potawatomi as primarily responsible for regulatory oversight of the off-track wagering authorized and governed by this compact.

n. "Potawatomi Law Enforcement Agency" means the police force established and maintained by the Potawatomi pursuant to the Potawatomi powers of self-government to carry out law enforcement within Potawatomi Indian country.

o. "Potawatomi Gaming Commissioner" means the person appointed by the Business Committee pursuant to Pott.Ord. No. 92-12 (Oct. 2, 1991).

SECTION 3. **DURATION**.

a. Effective Date. After execution by the parties hereto, this compact shall become effective when notice of approval by the Secretary of the Interior is published in the Federal Register.

b. Term. This Compact shall have a three-year automatically-renewable term from the effective date. The three-year term will automatically renew unless a party gives notice of intent to terminate before 30 days prior to expiration of the three-year term.

c. Duration. Once effective, this Compact will remain in full force and effect until one of the following shall occur:

(1) The term expires pursuant to a notice of an intent to terminate;

(2) The Compact is terminated by mutual consent of the parties;

(3) The Potawatomi duly adopt an ordinance or resolution revoking authority to conduct Class III Gaming in Potawatomi Indian country as provided by 25 U.S.C.A. § 2710(d)(2)(D);

(4) Pursuant to a final, non-appealable judgment by a court of competent jurisdiction determining that:

(a) this Compact is invalid; or

(b) a party has committed a material breach that has not been timely cured.

SECTION 4. **AUTHORIZED CLASS III GAMING**. The Potawatomi may conduct off-track wagering consistent with this compact, with all applicable federal laws, and with the standards of operation and management for parimutuel gaming described in Appendix A.

SECTION 5. **LOCATIONS**. All gaming authorized herein shall be conducted in gaming facilities located on land held in trust by the United States for the Potawatomi and situated within the borders of the State of Oklahoma. Enumerated in Appendix B is a current list of authorized locations. Additional locations may be added to this list by the Potawatomi with the concurrence of the Governor of Oklahoma who shall approve the additional site unless the site is: (a) not on land held in trust by the United States for the Potawatomi within the borders of the State of Oklahoma, or (b) within 300 feet of a school or of a church.

SECTION 6. **SERVICE AGREEMENTS**. The Potawatomi have entered into a Pari-Mutuel and Racewire Service Agreement for the off-track wagering authorized by this compact.

SECTION 7. **CLAIMS**. To protect third-parties, the Potawatomi have adopted a gaming ordinance consistent with 25 U.S.C.A. § 2710. A copy of this ordinance is attached hereto as Appendix C. This ordinance provides dispute resolution procedures that shall apply to tort and wagering claims unless change is required by federal law:

a. Procedure. In the event of an alleged personal injury or property damage suffered by a patrol of the gaming facility, or in the event of a dispute between a patron and the gaming enterprise regarding the payment of bet or distribution of winnings, the patron may make a claim against the gaming enterprise as follows:

(1) Making Claim. Any patron having a claim against the gaming enterprise shall present a claim to the gaming enterprise for any appropriate relief including the award of money damages. Claims against the gaming enterprise are to be presented within ninety (90) days of the date the loss occurs. In the event a claim is not presented following ninety (90) days after the loss occurs, but within one (1) year after the loss occurs, any judgment in a lawsuit arising from the act which is the subject of the claim shall be reduced by ten (10) percent. A claim against the gaming enterprise shall be forever barred unless notice thereof is presented within one (1) year after the loss occurs. A claim against the gaming enterprise shall be in writing and filed with the Tribal Gaming Commission at the address of the gaming facility. Notices explaining this procedure shall be posted in the gaming facility. Such notices shall explain that this procedure is the exclusive method of making a tort claim or registering a patron dispute about payment of a bet or a distribution of winnings. Such notices shall explain that upon denial of a claim redress must be sought exclusively in Tribal Court.

(2) Notice. The written notice of claims of the gaming enterprise shall state the date, time, place and circumstances of the claim, the identity of the tribal or gaming employees, if known, the amount of compensation or other relief demanded, the name, address and telephone number of the claimant, and the name, address and telephone number of any agent authorized to settle the claim.

(3) Denial. A claim is deemed denied if the gaming enterprise fails to approve the claim in its entirety within ninety (90) days of receipt, unless the interested parties have reached a settlement before the expiration of that period. A person may not initiate suit against the gaming enterprise unless the claim has been denied in whole or in part. The claimant and the gaming enterprise may continue attempts to settle a claim; however, settlement negotiations do not extend the date of denial.

(4) Limitations. No action for any cause arising from personal injury, property damage, or patron gaming dispute shall be maintained unless valid notice has been given and the action is commenced in a tribal court within 180 days after denial of the claim as set forth herein. Neither the claimant nor the gaming enterprise may extend the time to commence an action by continuing to attempt settlement of the claim.

b. Tort Claim. During the term of this compact, the Potawatomi shall maintain public liability insurance with limits of not less than $250,000 for any one person and $2,000,000 for any one occurrence for personal injury and $1,000,000 for any one

occurrence for property damage. This insurance policy shall include an endorsement providing that the insurer shall not invoke tribal sovereign immunity up to the limits of the policy set forth above. In the event of an alleged personal injury or property damage suffered at a gaming facility arising from alleged negligence by the Potawatomi, the sole and exclusive remedy for an alleged tort claim is against this liability insurance policy. A claim may be made against the Potawatomi liability insurer as provided in Appendix C - Pott.Ord. No. 95-21A, § 23.

c. Wager Claim. In the event of a disputed claim by a patron regarding distribution of winnings, the patron should submit a claim to the Potawatomi Gaming Director consistent with the dispute resolution procedures in Appendix C.

d. Posting. Notices explaining dispute resolution procedures for tort or wagering claims shall be posted in prominent locations in each gaming facility.

SECTION 8. **REGULATIONS**. In addition to the regulations in Appendix C, the following additional requirements apply:

a. Logs. The Potawatomi shall maintain the following logs as written or computerized records available for inspection by the OSBI in accordance with this Compact:

(1) pay-out logs from all off-track wagering; and

(2) maintenance logs in relation to all gaming equipment.

b. Debarred Lists. The Potawatomi shall establish a list of persons barred from the gaming facility because of their

criminal history or association with career offenders or career offender organizations that pose a threat to the integrity of the gaming. The Potawatomi shall employ its best efforts to exclude persons on such list from entry into its gaming facility and, upon request, send a copy of this list to the OSBI.

c. Audit. The Potawatomi shall have prepared an compliance audit of the gaming operation, not less than annually, by an independent certified public accountant. The results of the independent audit and the auditors' work papers shall be made available to the OSBI. If authorized by the Oklahoma Legislature, the OSBI may delegate this responsibility.

d. Rule Display. Summaries of the house rules shall be visibly displayed in each Gaming Facility. Complete rules shall be available in pamphlet form in each Gaming Facility.

SECTION 9. **ENFORCEMENT**.

a. Potawatomi Gaming Director. The Potawatomi Gaming Director shall perform the following functions:

(1) enforcement of all laws pertaining to the gaming operation, including the facility;

(2) provide for the physical safety of gaming employees and of patrons in the gaming facility;

(3) safeguard the assets transported to and from the gaming facility;

(4) provide for the detention of persons who may be involved in illegal acts for the purpose of notifying the

Potawatomi, federal, state, county or local law enforcement authorities;

(5) Record any and all unusual occurrences within the gaming facility. Each incident without regard to materiality shall be assigned a sequential number, and at a minimum the following information shall be recorded in indelible ink in a bound notebook from which pages cannot be removed and each side of each page of which is sequentially numbered:

(a) Assigned number;

(b) Date;

(c) Time;

(d) Nature of incident;

(e) Person involved in the incident.

b. Investigation and Sanctions. Pursuant to the Potawatomi laws and regulations, the Potawatomi Gaming Director shall investigate any reported violation of the Compact provisions and shall require the gaming operation to correct the violation upon such terms and conditions as the Potawatomi Gaming Director determines are necessary.

c. Reporting. The Potawatomi Gaming Director shall forward copies of all investigation reports and final dispositions to the Potawatomi Gaming Commissioner and to the Oklahoma entity receiving the compliance audit.

d. Meetings. In order to develop and foster a positive and effective relationship in the enforcement of the provisions of this Compact, representatives of the Potawatomi Gaming Director and

the OSBI shall meet, not less than on an annual basis, to review past practices and examine methods to improve the regulatory program created by this Compact. The meetings shall take place at a location selected by the Potawatomi Gaming Director. The OSBI prior to or during such meetings shall disclose to the Potawatomi Gaming Director any concerns, suspected activities or pending matters reasonably believed to possibly constitute violations of this Compact, by any person, organization or entity, if the disclosure will not compromise the interest sought to be protected.

SECTION 10. **MONITORING**. The OSBI shall have the authority to monitor the gaming operation to ensure compliance with provisions of this Compact. In order to properly monitor the gaming operation, agents of the OSBI shall have reasonable access to all areas of the gaming facility during normal operating hours after giving notice to the Potawatomi Law Enforcement Agency; provided, however, the monitoring activities of these agents shall not interfere with the normal functioning of the gaming operation, and OSBI shall provide proper photographic identification to the Gaming Director on duty.

a. Access to Records. Agents of the OSBI shall have authority to review and copy during normal business hours all records maintained by the gaming operation.

b. Notification. At the completion of any inspection or investigation by the OSBI, an investigative report shall be forwarded to the Potawatomi Gaming Director and the Potawatomi law enforcement agency.

SECTION 11. **CRIMINAL JURISDICTION**. This compact shall not alter Potawatomi, Oklahoma, and federal criminal jurisdiction. All existing cross-deputization compacts between the Potawatomi and political subdivisions of Oklahoma are hereby ratified and reaffirmed.

SECTION 12. **EMPLOYEES**.

a. Applications. Prior to hiring a prospective gaming employee, the Potawatomi shall obtain sufficient information and identification from the applicant to permit a thorough background investigation. The information shall be provided in writing to the Potawatomi Law Enforcement Agency, who may conduct the background investigation and provide a written report to the Potawatomi Gaming Director in a timely manner from the receipt of the request and shall include:

(1) Full name, including any aliases by which applicant has ever been known;

(2) Social Security number;

(3) Date and place of birth;

(4) Residential addresses for the past five (5) years;

(5) Employment history for the past five (5) years;

(6) Driver's license number;

(7) All licenses issued and disciplinary charges filed, whether or not discipline was imposed, by any State or tribal gaming agency;

(8) All criminal arrests and proceedings, except for minor traffic offenses, to which the applicant has been a party;

(9) A set of fingerprints;

(10) A current photograph;

(11) Military service history; and

(12) Any other information necessary to conduct a thorough background investigation.

b. Probation. The Potawatomi may employ on a probationary basis prospective gaming employees who represent in writing that they meet the standards set forth in this section, until such time as the written report on the applicants' background investigation is complete.

c. Disqualification. The Potawatomi shall not employ as a gaming employee and shall terminate any probationary gaming employee, if the report on the applicant's background investigation finds that the applicant:

(1) Has been convicted of any felony, gaming offense or larceny;

(2) Has knowingly and willfully provided materially important false statements or information on his employment application; or

(3) Has been determined to be a person whose prior activities, criminal record or reputation, habits and associations pose a threat to the public interest, or to the effective regulation and control of gaming, or create or enhance the dangers

of unsuitable, unfair or illegal practices, methods and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto.

d. Background Investigations. The Potawatomi may conduct additional background investigations of any gaming employee at any time during the term of employment. Any gaming employee who does not meet the minimum employment criteria shall be promptly dismissed.

e. Identification Cards. The Potawatomi Gaming Director shall require all gaming employees to wear in plain view identification cards that include photo, first name and a four-digit identification number unique to the individual, a Potawatomi seal or signature, and a date of expiration.

SECTION 13. **PUBLIC HEALTH AND SAFETY**

a. Compliance. The construction, maintenance and operation of any gaming facility shall comply with all Federal and Potawatomi standards and with all other local building codes and standards as would apply if the construction occurred outside of Potawatomi Indian country and within the State of Oklahoma.

b. Emergency Service Accessibility. The Potawatomi Gaming Director shall make provisions for adequate emergency accessibility and service to ensure the health and safety of all gaming patrons. Upon finalization of emergency access plans for all gaming facilities, the Potawatomi shall forward copies of said plans to Oklahoma.

c. Minors. No person shall be admitted into a gaming area nor be permitted to place any wager directly or indirectly who is a "minor" as that word is defined in the Oklahoma Horseracing Act for the purpose of precluding waging by such person.

d. Alcohol. No alcoholic beverages of any kind shall be permitted in a gaming facility.

SECTION 14. **DISPUTE RESOLUTION.** In the event either party to this Compact believes the other party has failed to comply with any requirement herein or applicable regulations, or in the event of any disagreement or dispute as to the proper interpretation of the terms and conditions of this Compact, the following procedures may be invoked but shall not be construed to prevent either party from seeking immediate relief.

a. Voluntary Resolution. The party asserting noncompliance or seeking an interpretation shall serve written notice on the other party. The notice shall identify the specific Compact provision alleged to have been violated or in dispute and shall specify in detail the factual basis for the alleged noncompliance or the Compact provision for which interpretation is sought. Within 30 days of receipt of notice, Oklahoma and the Potawatomi shall meet in an effort to resolve the dispute.

b. Non-binding Arbitration. If a dispute arises among the parties that is not resolved within sixty (60) days of receipt of notice, either party may refer it to non-binding arbitration. If referred to arbitration, each party shall name the arbitrator. The two named arbitrators will name a third arbitrator. If the two

named arbitrators cannot agree on a third arbitrator, the third arbitrator will be named by the American Arbitration Association. The expenses of arbitration shall be borne equally by the parties. A party asserting noncompliance or seeking an interpretation under this section shall be deemed to have certified to the best of their knowledge, information and belief formed after reasonable inquiry that the averment is warranted and made in good faith and is not made for any improper purpose, such as to harass or to cause unnecessary delay or needlessly increase the cost of resolving the dispute.

c. Declaratory Judgment. If either party considers itself aggrieved by a breach of this Compact, it may bring an action for breach of Compact in the United States District Court for the Western District of Oklahoma. 25 U.S.C.A. § 2710, ¶ (d)(7)(A). If the dispute involves a material breach of this Compact and is not cured, the court could declare the Compact terminated. Although this remedy is consistent with 25 U.S.C.A. § 2710, ¶ (d)(3)(C)(v), nothing herein shall be construed to authorize any other equitable remedy, nor to authorize a money judgment.

SECTION 15. **RESERVATION OF RIGHTS.**

a. Additional Compacts. By entering this Compact, the Potawatomi shall not be deemed to have waived the right to initiate and pursue the procedures provided by the Act should Oklahoma refuse to enter into a Compact after the Potawatomi has made a written request with respect to other forms of Class III gaming,

and neither Oklahoma nor the Potawatomi shall be deemed to have waived any rights, arguments or defenses applicable to such a procedure.

b. Status of Class II Gaming. Nothing herein shall be deemed to affect the operation by the Potawatomi of any Class II gaming as defined in the Act, whether conducted within or without the gaming facilities or to confer upon Oklahoma any jurisdiction over such Class II gaming conducted in Potawatomi Indian country.

c. Taxation. Except as provided in this compact, neither Oklahoma nor any of its political subdivisions shall impose any tax, fee, charge or other assessment upon the admission to any gaming facility or upon the conducting of or engaging in any gaming activity conducted at a facility authorized by this compact. To the extent the Potawatomi gaming operation is responsible for filling out IRS Form W-2G on non-tribal persons who receive proceeds of a wagering transaction governed by the Compact, a copy of said form shall also be provided to the Oklahoma Tax Commission.

d. Preservation of Potawatomi Self-Government. Nothing in this Compact shall be deemed to authorize Oklahoma to regulate in any manner the government of the Potawatomi, including the Potawatomi Gaming Director, or to interfere in any manner with the Potawatomi's selection of its governmental officers or employees.

SECTION 16. **REIMBURSEMENT FOR EXPENSES INCURRED BY OKLAHOMA.** The Potawatomi realize that Oklahoma has incurred expenses in negotiating this Compact and will incur expenses related to the

obligations undertaken under this compact. Accordingly, the parties agree as follows:

a. Payments. The Potawatomi agree to reimburse Oklahoma for the actual amount of time and expenses of personnel as assessed by Oklahoma in accordance with Section 11, paragraph (3)(c)(iii) of the IGRA related to this compact. The Potawatomi further agree to establish an escrow fund at a bank of their choosing with an initial contribution of twenty-five hundred dollars ($2,500) and to replenish said account as necessary to make the payments called for herein. The Potawatomi agree that the balance in the escrow account shall never be below one-thousand dollars ($1,000).

b. Procedure. The Potawatomi payments referenced above shall be made to an escrow account from which Oklahoma may draw as hereinafter provided. Oklahoma shall bill the Potawatomi reasonable and necessary costs related to obligations undertaken under this compact. Unless unreasonable or unnecessary, the costs for such services shall be those established by Oklahoma either by agency rule or by statute or, where the cost of services (including more extensive background checks, other investigations, monitoring or similar matters) is not established by rule or by statute, the costs shall include agents' time, including out-of-pocket expenses, benefits and travel expenses at the statutory rate. Oklahoma shall send invoices to the Potawatomi for these services and shall thereafter be permitted to withdraw the billed amounts from the escrow account under the circumstances hereinafter provided. Payments shall be made to the Office of the Governor pursuant to 60 O.S. § 383-85. Reimbursement for

services provided by Oklahoma shall, pursuant to 60 O.S. § 384-85, be transmitted by the Office of the Governor to the Director of State Finance who shall allot said reimbursement to the OSBI or any other appropriate agency to defray the cost of services as required under this compact.

c. Escrow Draws. No draws shall be made from the escrow account until this compact is effective. Should this compact not become effective, all monies in the escrow account, including any interest, shall be refunded to the Potawatomi. When this compact is effective, Oklahoma shall immediately be entitled to withdraw from the escrow account the negotiation fee and amounts billed. Thereafter, draws may be taken ten (10) days after the Potawatomi are billed if no protest is filed. If a protest is filed, no draw for a protested bill shall be taken until the protest is resolved by the dispute resolution provided herein.

SECTION 17. **SEVERABILITY**. Each provision, section and subsection of this Compact shall stand separate and independent of every other provision, section or subsection. In the event that a court of competent jurisdiction shall find any provision, section or subsection of this Compact to be invalid, the remaining provisions, sections and subsections of the Compact shall remain in full force and effect, unless the invalid provision materially alters the relationship between the parties. In the event of such alteration, the parties shall negotiate to comply as nearly as possible with the original intent of this Compact.

SECTION 18. **AMENDMENTS.** The parties may request negotiations to amend or modify this Compact. The amendment or modification request may include requests for approval of gaming activities that are found to be legitimately within the scope of the Act at a date after the immediate Compact is approved by Oklahoma. In the event of a request for negotiation to amend or modify, this Compact shall remain in effect until amended or modified, but such a request shall not extend the Compact term. Additional requests to negotiate other forms of gaming made by the Potawatomi shall be treated as requests to negotiate pursuant to the Act. The parties shall have one hundred eighty (180) days to negotiate, and all further procedures and remedies available under the Act shall thereafter apply. The Potawatomi and Oklahoma may mutually agree to extend the 180-day period without prejudice to the rights of either party under this section. Any amendment to this Compact or its Appendices shall be in writing and must be approved by the Secretary. However, changes in the Potawatomi Gaming Ordinance (Appendix C) ~~and the gaming facility list (Appendix B),~~ shall not be considered amendments and may be effected as otherwise provided by this Compact or by law.

SECTION 19. **AUTHORITY TO EXECUTE.** The undersigned represent that they are duly authorized to execute this agreement on behalf of the party designated.

SECTION 20. **NOTICES.** All notices required or authorized to be served herein shall be sent by certified mail (return receipt requested), commercial overnight courier services, or by personal delivery to the following addresses:

OKLAHOMA

Governor
State Capitol, Room 212
Oklahoma City, OK 73105

Chairman, State-Tribal Relations Committee
State Capitol
Oklahoma City, OK 73105

Attorney General
State Capitol, Room 112
Oklahoma City, OK 73105

Oklahoma State Bureau of Investigation
ATTN: Director
6600 N. Harvey, Suite 300
Oklahoma City, OK 73116

POTAWATOMI

Citizen Band Potawatomi Indian Tribe of Oklahoma
Business Committee
ATTN: Chairman
1901 S. Gordon Cooper Drive
Shawnee, OK 74801

Citizen Band Potawatomi Indian Tribe of Oklahoma
ATTN: Tribal Administrator
1901 S. Gordon Cooper Drive
Shawnee, OK 74801

Citizen Band Potawatomi Indian Tribe of Oklahoma
ATTN: Gaming Director
1901 S. Gordon Cooper Drive
Shawnee, OK 74801

Citizen Band Potawatomi Indian Tribe of Oklahoma
ATTN: Gaming Commissioner
1901 S. Gordon Cooper Drive
Shawnee, OK 74801

Michael Minnis & Associates, P.C.
3160 Liberty Tower, 100 North Broadway
Oklahoma City, OK 73102-8606

SECTION 21. **SUCCESSORS AND ASSIGNS**. This compact shall be binding upon successors and assigns of the parties hereto.

SECTION 22. **GOVERNING LAW**. This compact shall be governed by and construed in accordance with the laws of the United States, the State of Oklahoma, and the laws of the Citizen Band Potawatomi Indian Tribe of Oklahoma, whichever are applicable.

CITIZEN BAND POTAWATOMI INDIAN TRIBE OF OKLAHOMA

By: _____ [SEAL]
Chairman, Business Committee

Date: December 19, 1995

STATE OF OKLAHOMA

By: _____ [SEAL]
Governor

Date: Nov. 19, 1996

ATTEST:

_____ 12-5-96
Secretary of State Date

OKLAHOMA LEGISLATIVE APPROVAL

Approved by a quorum of the Joint Committee on Tribal-State Relations the 3rd day of December, 1996.

_____
Chairman

FEDERAL APPROVAL

Consistent with 25 U.S.C.A. § 2710(d)(8) this compact is approved on this 24th day of January, 1997 by the Assistant Secretary - Indian Affairs, United States Department of the Interior.

_____
Ada E. Deer
Assistant Secretary - Indian Affairs

APPENDIX A

PARIMUTUEL STANDARDS

PARI-MUTUEL STANDARDS

A. DEFINITIONS

B. GENERAL CONTROLS

C. COMPUTER SYSTEM

D. OPEN/CLOSING PROCEDURES

E. BETTING TICKET ISSUANCE AND CONTROLS

F. SCREEN ACTIVATED MACHINES (SAMs)

G. PAYMENT OF WINNING WAGERS

H. POSTING OF RULES

I. UNPAID WINNERS

J. LOST TICKETS

K. MAIL PAYMENTS

L. REPORT DESCRIPTIONS

PARI-MUTUEL STANDARDS

A. DEFINITIONS:

BREAKAGE - the odd cents over a multiple of ten cents arising from the computation of odds and payouts on amounts wagered on a race which is part of interstate common pari-mutuel pool.

COMMISSION ON WAGERS - an amount retained and not returned to patrons from the total amount of off-track pari-mutuel wagers.

GROSS REVENUE - the total commission on off-track pari-mutuel wagers, less the amount paid to track for the right to be part of the interstate common pari-mutuel pool ("track fee").

INTERSTATE COMMON PARI-MUTUEL POOL - a pari-mutuel pool consisting of the pari-mutuel wagers placed at track, its interstate betting locations, other jurisdictions, and the off-track pari-mutuel wagers placed at Guest, and accepted into the off-track pari-mutuel system.

LIVE AUDIO VISUAL SIGNAL - the audio and visual transmission of a race, or series of races, as it occurs at track.

MANUAL MERGE - the process used in the event of a systems or communications failure by which the systems operator transmits to track through telephone, telecopy, cellular or any other means of communication, the wagering information for a particular race or group of races, and the process by which track includes the off-track pari-mutuel wagers into the interstate common pari-mutuel pool in such event.

OFF-TRACK PARI-MUTUEL SYSTEM - a computerized system or component of a system that is used to transmit wagering data and wagering information to and from a race track which offers interstate common pari-mutuel pools.

OFF-TRACK PARI-MUTUEL WAGER - a wager placed by a patron and accepted by guest on a race or races offered as part of an interstate common pari-mutuel pool offered by track, and accepted into the off-track pari-mutuel system.

POST TIME - for purposes of off-track pari-mutuel wagering is when the first entrant enters the gate.

SYSTEMS OPERATOR OR OPERATOR OF A SYSTEM - a person engaged in providing the off-track pari-mutuel system or services directly related to the reconciliation of the interstate common par-mutuel pool and transfers of funds between track and guest.

TRACK - an out-of-state facility licensed to operate horse or other racing where pari-mutuel wagering on races is conducted.

WAGERING DATA - the information regarding results, actual payouts, and the amount of pari-mutuel and off-track pari-mutuel wagers accepted for each race or group of races in the interstate common pari-mutuel pool.

WAGERING INFORMATION - the amount of off-track pari-mutuel wagers accepted for each race or group of races by guest.

B. GENERAL CONTROLS:

1. The Potawatomi's gaming facility is located on the ground floor. Access to the interior area is restricted by a locked gate. Only authorized personnel will be allowed access to the interior area.

2. A key employee is on premises at all times wagering is conducted. The name of each key employee shall be maintained on file, and provided to the Potawatomi Gaming Director.

3. The Gaming Facility will not accept wagers on credit.

4. Gaming Facility employees are prohibited from wagering on events while on duty, except during breaks.

C. COMPUTER SYSTEM:

The main processors consist of three DEC 4000 Series 90 central processing units operating in triplex. These central processing units are located at LVDC in Las Vegas, Nevada with telecommunication links to peripheral terminals located at the Potawatomi Gaming Facility.

The systems provide hard disk storage in the form of dual-disk disk drives of 2.1 gigabytes each, and 2.1 gigabytes of magnetic tape for backup data.

Program source code is not available to Gaming Facility employees, or to Potawatomi's data processing employees.

Access to the main processors located at LVDC is limited to authorized LVDC personnel.

The pari-mutuel system will be connected to the Gaming Facility via a leased dedicated telephone line. Access through a dial-up modem will be available in case the leased dedicated telephone line becomes inoperative.

Writer/cashier terminals and screen activated machines (SAMs) will be furnished to the Gaming Facility by LVDC. Access to writer/cashier terminals will be restricted to writers/cashiers. This restriction will be provided by requiring operator number and passwords to log on to the system. Writer/cashier operator numbers will be issued by LVDC personnel. Passwords for writers/cashiers will remain confidential, known only by the writer/cashier. Passwords for writers/cashiers will be changed at least quarterly.

Supervisor and accounting personnel operator numbers and passwords will be issued by LVDC. These passwords will be changed at least quarterly.

A Gaming Facility or other employee, approved by the Tribal Gaming Director may perform routine maintenance and service of the hardware components of the Gaming Facility's wagering and communication equipment. An LVDC-dispatched technician will perform all non-routine maintenance and service of the hardware components of the Gaming Facility's equipment.

D. OPENING/CLOSING PROCEDURES:

1. Opening Procedure

Ticket writer/cashier receives his/her starting bank from the cage.

Ticket writer/cashier verifies funds and enters the amount on a log. The writer/cashier signs the log.

Upon completion of bank opening procedures, the writer/cashier will sign on to the system by inputting his operator code and password. The system will print a sign-on ticket that will contain the following information: "sign-on" designation, Gaming Center name, date, time, station number and operator number.

2. Closing Procedures

When the writer/cashier closes his/her Pari-mutuel station, a sign-off ticket and a summary ticket will be printed by the terminal. The sign-off ticket will contain the following information: sign-off designation, Gaming Facility name, date, time, station number and operator number. The summary ticket will contain the following information: Gaming Facility name, date, time, station number, operator number, take (sales), voids (cancels), paids (cash), the IRS withholding amount, and beginning bank (draw). Information on cash turn-ins (cash balance) will only be available to the book supervisor via password access. The cash drawer is then counted by the cashier/writer and the shift supervisor. Both sign the count sheet. The computer terminal is accessed to determine the

writer's total cash balance. This is compared to the count sheet and variations are investigated.

Once verified, a manual cash-in slip is created and signed by both the writer/cashier and the shift supervisor, the writer/cashier will proceed to the slot cage and will turn in their funds.

E. BETTING/TICKET ISSUANCE AND CONTROLS:

Betting tickets shall be in single part form. The original is given to the customer. A second "copy" is retained internally within the computer system and is not accessible by Pari-Mutuel Gaming Facility personnel.

The computer system prints a number on each ticket which identifies each writer station.

Only one random numerical computer-assigned series per station shall be used at one time.

Unused tickets will be stored in the Pari-Mutuel Gaming Facility storage room. These forms are serially numbered by the computer and do not require the "sensitive" forms inventory control procedures.

The computer system will not allow a ticket to be voided after a race event is locked out.

All bets will be made in cash or chips and shall be evidenced by the issuance of a ticket upon acceptance of a wager.

Tickets will not be written or voided after the outcome of an event is known.

F. SCREEN ACTIVATED MACHINE

1. The screen activated machine (SAM) is a self-service betting machine which allows customers to place wagers using a winning ticket or voucher generated by the system.

2. The customer must insert a voucher or winning ticket for the SAM to accept a wager. Wagers will be made keying in the amount of the bet, the type of bet, and the horse or horses selected. After the selection process is complete, the SAM

will print a bet ticket. The SAM will also print a voucher for the remaining balance, if any, owed to the customer. The voucher will contain the serial number, date, cash balance, and SAM number. This information will also be bar coded on the voucher. Once the wager is placed, the customer may use the voucher to place additional wagers or redeem the voucher for cash.

3. When a patron wishes to redeem a voucher, the writer/cashier will insert it into the bar code reader. The computer will then generate a paid ticket and the writer/cashier will pay the patron. All other procedures described concerning payouts on winning wagers will be compiled with as applicable.

4. Outstanding vouchers will be listed on the Outsbook Voucher Report. Vouchers outstanding more than a specified number of days will be purged by the Systems Operator.

5. All winning tickets and vouchers inserted into the SAM will be deposited automatically into a locked box in the machine. On a daily basis, an accounting representative will check out the key to the lock boxes to remove the tickets and vouchers. The key will be at a department independent of the Pari-Mutuel Gaming Center and will require signing a log to access. After the accounting representative obtains the tickets and vouchers, he or she will immediately deliver them to accounting.

6. Voids will not be allowed at a SAM. Additionally, winning tickets that require IRS withholding will not be paid at the SAM.

G. PAYMENT OF WINNING WAGERS:

Upon presentation of a winning ticket by a customer, the writer/cashier will insert the ticket in to the bar code reader for verification and payment authorization. The system will brand the ticket with the payout amount, writer/cashier's station number, and date. Information on all wining tickets paid will be retained by the system.

Should the bar code reader fail to read a ticket, the writer/cashier will manually enter the ticket number into the terminal. A payout ticket will then be printed which will include the following information: ticket number, "pay" indication, Gaming

Facility name, pay amount, date, station number, and operator number.

The computer software is designed to prevent payment of a ticket that has been previously paid by the system, voided by the system, a losing ticket, or a ticket not issued by the system.

Payoffs over $10,000.00 may be delayed for up to 24 hours after the next banking day.

For winnings requiring the completion of a form W-2G, the computer system will preclude a writer/cashier from making payment until the patron's social security number is entered. Once the social security number is entered, the computer will compute the amount of withholding and the amount of customer payment. The system will not pay a winning ticket, which requires IRS withholding, unless the customer provides his/her social security number at the time of payment. The system will calculate the withholding amount and the net amount due to the customer, which will both be printed on the ticket. This will alert the writer/cashier and the supervisor to complete the required IRS forms.

H. POSTING OF RULES:

1. Posting of rules

All house rules shall be conspicuously displayed in the Gaming Facility.

2. Refunds

All bets received on any entry which does not start or on a race which is cancelled or postponed shall be refunded on the basis of the refund policy in effect at the track.

3. Refusal to accept bets

The Gaming Facility reserves the right to refuse to accept bets on a particular entry or entries or in any or all pari-mutuel pools for what it deems good and sufficient reason.

4. Cancellation of track pool

In the event that a pari-mutuel pool is cancelled by the track, the corresponding off-track betting pari-mutuel pool shall be refunded.

5. Responsibility of the Gaming Facility

The Gaming Facility bears no responsibility with respect to the actual running of any race or races upon which it accepts bets. In all cases, the off-track betting pari-mutuel pool distribution shall be based upon the order of finish posted at the track as "official". The determination of the judges, stewards or other appropriate officials at the track shall be conclusive in determining the payoffs of the Gaming Facility.

6. Error in calculation of payments

In the event an error in calculation of payment occurs in a pool which is the result of the combination of the track pool and the off-track betting pool, the rules in effect at the track governing the disposition of such error shall prevail.

I. UNPAID WINNERS:

Unpaid winners remain on the computer system for a minimum of 120 days after the conclusion of a racing meet. Following the 120 day period, the unpaid winners are brought back into revenue by LVDC.

J. LOST TICKETS:

Upon notification by a patron that a winning betting ticket has been lost, stolen or is otherwise not available for presentation, the following procedures will be followed:

1. The patron must report the loss of the ticket not later than the third day following the day the race was completed, unless the patron can show circumstances where this was not possible, or unless approved by Gaming Facility management.

2. A lost ticket report will be prepared by the Gaming Facility from information supplied by the patron. The report will contain the following information:

   a. Name, address and telephone number of patron

   b. Date/time the ticket was purchased

   c. Amount/type of wager

d. Horse/greyhound betting numbers

e. Ticket number (if known by patron)

f. Signature of patron

g. Signature of report preparer

h. Signature of Gaming Facility Manager/Supervisor

3. The lost ticket report will be delivered to the controller who will instruct an accounting clerk to research the unpaid ticket file.

   a. If an unpaid ticket that matches the information on the lost ticket report cannot be located, the lost ticket report will be returned to the Gaming Facility Manager with instructions that no payment can be made.

   b. If an unpaid ticket is found that matches the lost ticket report, the unpaid ticket will be "locked" in the computer system to prevent payment to other than the claimant for the holding period of one hundred twenty (120) days after the conclusion of the racing meet on which the wager was placed.

4. After the ticket is held for this one hundred twenty (120) day period, the patron may be paid. The controller reviews all of the lost ticket claim support paperwork prior to signing the check to be mailed to the customer.

5. If the ticket is presented for payment within this one hundred twenty (120) day period by other than the patron represented on the lost ticket report; or if a dispute arises from the foregoing procedures, it will be the Gaming Facility's responsibility to resolve such disputes.

K. MAIL PAYMENTS:

Only original wagered tickets are acceptable for mail payments.

All mail payment requests are opened and logged by personnel independent of the Gaming Facility. A copy of the log is retained by the accounting department for auditing mail tickets paid.

The mailed ticket is forwarded directly to the Gaming Facility Manager's office, where it is then entered into a writer/cashier's terminal for unpaid ticket update to indicate that the ticket is no longer outstanding.

A request for disbursement and the approved ticket are forwarded to the controller for payment.

Only the controller or a designate is authorized to approve mail payments.

L. REPORT DESCRIPTIONS:

The race auditor has the ability to generate the following reports from the RMC each day:

Recap Report - This report will contain information by track and total. Information regarding write, refunds, payouts, outs, payments on outs, and federal tax withholding for each track will also be included. Additionally, information regarding SAM voucher activity will be included. This report will provide daily amounts.

Daily Reconciliation Report - This report will summarize information in total by track. Report information will include write, today's winning ticket total, total commission and breakage due the licensee, and net funds transfer to or from the licensee's bank account.

Window Activity Report - This report will summarize for each window the following information: Sales, cash outs, cancels, draws, returns, vouchers sold, vouchers cashed, over/short.

Teller Balance Report - This report will summarize daily activity by track and writer/cashier, and SAM terminals. Specifically, the report will contain the following: tickets sold, tickets cashed, tickets canceled, draws, returns, computed cash turn-in, actual turn-in, and over/short.

Teller Details Report - This report will summarize teller activity. Specifically, for each teller the report will contain tickets sold, tickets cashed, tickets canceled, tickets refunded, W-2G withholdings, funds returned, draws and over/short.

Session Sales Summary - This report will summarize sales activity for each type of wager placed, for each race run, and for each track opened. Additionally, total sales will be provided. Specific information included will be sales, cancels, sales, from previous sessions, refunds, and net sales.

Cashed Tickets Report - This report will list all paid winning tickets by track and race. This report will include the ticket number, date, tickets written, horse or greyhound selection and type of bet made amount of bet or bets, total take, and pay amount. The report will also include IRS withholdings, if applicable.

Canceled Tickets Report - This report will list all tickets that were canceled for the day. Specific information will include ticket serial number, sale window, cancellation window, and amount.

Refunded Tickets Report - This report will list all tickets refunded for the day. Specifically, this report will include ticket serial number, ticket description, and amount.

SAM Activity Report - This report will contain a summary of Screen Activated Machines (SAM) activity. Specifically, this report will include the SAM number, ticket sales, ticket cash outs, voucher sales, and voucher cash outs.

Cashed Voucher Report - This report will contain a detailed listing of all vouchers cashed for the day. Specifically, this report will contain the ticket serial number, the window(s) at which the voucher was sold and cashed, and the amount of the voucher cashed.

IRS Tax Report-Cashed - This report will contain a detailed listing of all tickets cashed that were subject to federal withholding. This report will include the customer's social security number, ticket serial number, ticket conditions, race date, amount of payout, withholding amount, net payout, cashing and selling window(s), and teller identification.

Future Tickets Report - This report will contain a detailed listing of all tickets bet on events occurring subsequent to the current day. This report will include ticket serial number, window where the ticket was bet, cost, amount, type of bet, race number, and horses chosen.

Outsbook Tickets Report - This report will contain a listing by window, race, track and in summary of winning tickets which remain unpaid. Specifically, this report will include ticket number, window, pay amount, and IRS withholding (if applicable).

Public Results Information Report - This report will contain race results and prices paid.

Transaction Search Report - This report will contain a listing of all tickets and vouchers written and paid per station. Also the report contains canceled tickets.

Exception Report - This report will contain a listing of all systems functions and overrides not involved in the actual writing or cashing of tickets. This report will also include sign-on/off tickets, voids, and manually entered paid tickets.

APPENDIX B

GAMING FACILITY LOCATIONS

GAMING FACILITY LOCATIONS

Attached is a copy of a "deed to Restricted Indian Land" by which the United States took seven tracts of land in trust for the Citizen Band Potawatomi Indian Tribe of Oklahoma. Listed below are locations on these trust lands where gaming facilities can be located:

1. Potawatomi Bingo Hall . . . . . Tract #7
2. Potawatomi Bowling Alley . . . . . Tract #7
3. Fire Lake Restaurant . . . . . Tract #3
4. Gallery Trading Post . . . . . Tract #7
5. Fire Lake Golf Course . . . . . Tract #3
6. Tribal Complex . . . . . Tract #3

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ANADARKO, OKLAHOMA

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

DEED TO RESTRICTED INDIAN LAND

THIS INDENTURE, Made and entered into this 27th day of May one thousand nine hundred and seventy-sixty and between Citizen Band of Potawatomi Indians of Oklahoma, party of the first part, and The United States of America In Trust for the Citizen Band of Potawatomi Indians of Oklahoma, party of the second part:

WITNESSETH, That said party of the first part, for and in consideration of the sum of $1.00 and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto said party of the second part the following-described real estate and premises situated in Pottawatomie County, State of Oklahoma, to wit:

TRACT NUMBERED 1

The northeast quarter northeast quarter, southeast quarter northeast quarter, southwest quarter northeast quarter section 31, township 10 north, range 4 east, Indian meridian, Pottawatomie County, Oklahoma, containing 120.00 acres, more or less.

TRACT NUMBERED 2

That part of the northwest quarter southeast quarter section 31, township 10 north, range 4 east, Indian meridian, Pottawatomie County, Oklahoma, described as: Beginning at the southwest corner of said northwest quarter southeast quarter; thence east 1,320 feet; thence north 1,320 feet; thence west 1,320 feet to the center of said section; thence south 167 feet; thence east 183 feet to the intersection with the west line of the Atchison, Topeka, and Santa Fe Railroad right-of-way; thence southwesterly along the west right-of-way line a distance of 856 feet to the intersection with a point in the west line of the northwest quarter southeast quarter, said point being 983 feet south of the center of section 31; thence south along the west line of the northwest quarter southeast quarter, a distance of 337 feet, to the point of beginning, containing 38.29 acres, more or less.

TRACT NUMBERED 3

That part of the southeast quarter northwest quarter section 31, township 10 north, range 4 east, Indian meridian, Pottawatomie County, Oklahoma, described as: Beginning at the northeast corner of said southeast quarter northwest quarter; thence south 1,320 feet to the center of said section 31; thence west along the south line of said southeast quarter northwest quarter, a distance of 1,255.4 feet to the intersection with the centerline of Oklahoma State Highway Numbered 18; thence northwesterly along the centerline of the highway a distance of 660.58 feet to a point on the south line of the northwest quarter southeast quarter northwest quarter; thence east 38 feet to the intersection with the east right-of-way line of Oklahoma State Highway Numbered 18; thence northwesterly

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along the east right-of-way line to a point in the north line of said southeast quarter northwest quarter, said point being 58 feet east of the northwest corner of said southeast quarter northwest quarter; thence east a distance of 1,262 feet to the point of beginning; containing 38.63 acres, more or less.

TRACT NUMBERED 4

That part of the northeast quarter southwest quarter section 31, township 10 north, range 4 east, Indian meridian, Pottawatomie County, Oklahoma, described as: Beginning at the northeast corner of said northeast quarter southwest quarter, said point being the center of section 31; thence south 167 feet; thence west 1,302 feet to the intersection with the west line of the right-of-way of Oklahoma State Highway Numbered 18; thence northeasterly along the west right-of-way line a distance of 167 feet to the north line of said northeast quarter southwest quarter; thence east along said north line a distance 1,297.4 feet to the point of beginning; containing 4.678 acres, more or less.

TRACT NUMBERED 5

That part of the northeast quarter southwest quarter section 31, township 10 north, range 4 east, Indian meridian, Pottawatomie County, Oklahoma, described as: Beginning at the southeast corner of said northeast quarter southwest quarter; thence north along the east line of said northeast quarter southwest quarter a distance of 337 feet to the intersection with the west right-of-way line of the Atchison, Topeka, and Santa Fe Railroad right-of-way; thence southwesterly along said west right-of-way line a distance of 367 feet to the intersection with the south line of said northeast quarter southwest quarter; thence east along the south line a distance of 129 feet to the point of beginning; containing .498 acre, more or less.

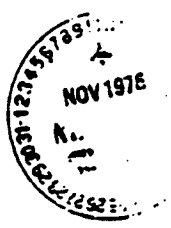
TRACT NUMBERED 6

The reserved mineral deposits, including the right to prospect for and remove the same, in and under lands described as the south half of lot 2 (southwest quarter northwest quarter), and that part of the southwest quarter southeast quarter northwest quarter lying west of the centerline of Oklahoma State Highway Numbered 18 and adjacent to the south half of said lot 2, all in section 31; township 10 north, range 4 east, Indian meridian, Pottawatomie County, Oklahoma, containing 19.87 acres, more or less, which lands were previously conveyed to Pottawatomie County, Oklahoma, by quitclaim deed dated December 17, 1959, pursuant to the Act of June 4, 1953 (67 Stat. 71; 25 U.S.C. 293a), said deed appearing of record in Pottawatomie County, Oklahoma, in deed book 174 at page 367 of the land records of said county.

TRACT NUMBERED 7

That part of lot 1 (northwest quarter of northwest quarter) and north half of lot 2 (north half of southwest quarter of northwest quarter) and the part of the north half of the southeast quarter of the northwest quarter lying west of the east right-of-way line of Oklahoma State Highway Numbered 18, all in section 31, township 10 north, range 4 east of the Indian meridian, Pottawatomie County, Oklahoma, containing 57.99 acres, more or less, subject to the right of the Absentee Shawnee Tribe of Indians of Oklahoma, the Sac and Fox Tribe of Indians of Oklahoma, the Kickapoo Tribe of Indians of Oklahoma, and the Iowa Tribe of Indians of Oklahoma to use the Pottawatomie community house that may be constructed and maintained thereon.

This conveyance made pursuant to Act of January 2, 1975, P. L. 93-591 (88 Stat. 1922), together will all the improvements thereon and appurtenances thereunto belonging, subject to all valid existing rights.



To have and to hold said described premises unto the said party of the second part, its executors, administrators, and assigns, forever.

IN WITNESS WHEREOF, That said party of the first part has hereunto set its hand and seal the day and year first-above written.

Witnesses:

Gerald L. Peltier, Chairman (SEAL)
Citizen Band of Potawatomi
Indians of Oklahoma

(SEAL)

(SEAL)

Beverly I. Hughes, Secretary-Treasurer (SEAL)
Citizen Band of Potawatomi
Indians of Oklahoma

Acknowledgments must be in accordance with the forms prescribed by the State in which the land is situated.

STATE OF Oklahoma)
) ss:
COUNTY OF Pottawatomie)

BE IT REMEMBERED, That on this 27th day of May, A. D. 19 76 before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gerald L. Peltier, Chairman and Beverly I. Hughes, Secretary-Treasurer of the Citizen Band of Potawatomi Indians of Oklahoma,

to me personally known to be the identical person s who executed the within instrument of writing, and such person s duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last hereinabove written.

(Title)

My commission expires

UNITED STATES
DEPARTMENT OF THE INTERIOR

The within deed is hereby accepted and approved under authority delegated by 230 DM 1, 31 F.R. 32166 and 10 BIAM 3, 40 F.R. 17046

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Date

ACTING Area Director

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Recorded

APPENDIX C
GAMING ORDINANCE

Citizen Band Potawatomi Indian Tribe of Oklahoma
Business Committee

Ordinance

Pot. Ord. No. 95- 21A

BE IT ENACTED BY THE BUSINESS COMMITTEE OF THE CITIZEN BAND POTAWATOMI INDIAN TRIBE OF OKLAHOMA:

The Citizen Band Potawatomi Gaming Ordinance is amended to read as follows:

SECTION 1. CITATION

This ordinance shall be known and may be cited as the "Citizen Band Potawatomi Gaming Ordinance" and shall apply to all forms of gaming conducted within the jurisdiction of the Citizen Band Potawatomi Indian Tribe of Oklahoma.

SECTION 2: PURPOSES

The purposes of this ordinance are to promote the public order, peace, safety and welfare of all persons coming within the jurisdiction of the Citizen Band Potawatomi Indian Tribe of Oklahoma, to provide a safe and wholesome means of recreational activity in a community setting, and to provide a source of revenue for the operation of the programs and departments of the Tribal government by ensuring that any gaming activity conducted whether Class I, II, or III is fair, responsible, and consistent with applicable federal law including the regulations and guidelines established by Public Law 100-497, known as "The Indian Gaming Regulatory Act," and/or any Tribal-State Compact to which the tribe is a party. This ordinance shall be liberally construed to promote these purposes.

SECTION 3: DEFINITIONS

Unless the context clearly indicates a different meaning, the following words are defined as:

a. **"Tribe"** (and any of its derivations) means the Citizen Band Potawatomi Indian Tribe of Oklahoma.

b. **"Class I Gaming"** means social games solely for prizes of minimal value or traditional forms of Indian gaming engaged in by individuals as a part of or in connection with Tribal ceremonies or celebrations.

c. **"Class II Gaming"** means

[Additions are indicated by underline; deletions by ~~strikeout~~]

expenses including debt service but excluding management fees paid to a management contractor within the meaning of 25 U.S.C. § 2711 (C).

g. **"Expenses"** means all sums actually expended and reasonable and necessary for the gaming operation including, by example, supplies, equipment, non-cash prizes, facilities, security services, license fees, rent, employees and other personnel services.

h. **"Court"** means the courts of the Citizen Band Potawatomi Indian Tribe of Oklahoma.

i. **"Commission"** means the National Indian Gaming Commission.

j. **"Chairman"** means the Chairman of the Commission.

k. **"Gaming Commissioner"** means the person appointed by the Business Committee pursuant to Pott. Ord. No. 92-12 (Oct. 2, 1991).

SECTION 4: APPLICATION OF NET REVENUES

In compliance with 25 U.S.C. § 2710(b)(2)(B), net revenues from any gaming activity are not to be used for purposes other than:

a. to fund Tribal government operations or programs;

b. to provide for the general welfare of the Tribe and its members;

c. to promote Tribal economic development

d. to donate to charitable organizations;

e. to help fund operations of local Government Agencies; or

f. any other purpose permitted under the Act.

SECTION 5: GAMING PROHIBITED

Except as provided herein no person shall conduct any form of gaming within Tribal Indian Country for which a charge is made or other consideration requested or required for participation, or to the winner of which any prize is awarded.

SECTION 6: GAMING ALLOWED

The only form of gaming allowed within Tribal Indian Country is that duly licensed and authorized by the Tribe and subject to the regulations of the Tribe and the Indian Gaming Regulatory Act,

or any Tribal/state compact for Class III Gaming approved by the Chairman and the Secretary of the Bureau of Indian Affairs.

SECTION 7: GAMING OPERATIONS

The Tribe shall have sole proprietary interest in and be responsible for the conduct of all gaming operations. The Tribal Business Committee administers the Tribal gaming operations consistent with this ordinance. The Tribal Administrator, or in his absence, the Chairman of the Business Committee or his designee, shall be the liaison between the Business Committee and the Director of Gaming. The Gaming Commissioner monitors compliance with this ordinance, any tribal/state compacts, and all applicable federal or tribal laws.

SECTION 8: MANAGEMENT OF GAMING OPERATIONS

All gaming operations shall be administered by the Director of Gaming who is employed by and serves at the pleasure of the Business Committee.

SECTION 9: LICENSE FOR LOCATION

No Class II or Class III gaming shall be allowed at any location unless a separate license is issued by the Business Committee for such site.

SECTION 10: PUBLIC SAFETY STANDARDS [AMENDED]

In compliance with 25 U.S.C. § 2710(b)(~~d~~2)(E), the construction and maintenance of any gaming facilities, and the operation of gaming activities, shall be conducted in a manner which adequately protects the environment and the public health and safety and for that purpose shall comply with the requirements of any applicable Tribal-State Compact and all other applicable health, safety and environmental standards enacted by the Tribe.

SECTION 11: QUALIFICATIONS OF DIRECTOR OF GAMING

The Director of Gaming must:

a. Never have been convicted of a felony, gaming offense or crime involving dishonesty or moral turpitude.

b. Not have been convicted of any offense except traffic violations within two years from the date of employment.

c. Not be a member of the Business Committee or Grievance Committee or related to any member of the Business Committee or Grievance Committee by blood or marriage within the second degree.

d. Not have had his surety bond forfeited or been criminally convicted of or found civilly liable for any breach of fiduciary duty to the tribe or have been impeached or removed from Tribal office.

e. Be bondable in the necessary amounts.

f. Meet any other applicable qualifications as prescribed in the Indian Gaming Regulatory Act.

SECTION 12: DUTIES OF DIRECTOR OF GAMING

The duties of the Director of Gaming are to:

a. Manage and conduct all forms of gaming and concessions of the Tribal gaming operation allowed under this ordinance.

b. Timely submit all reports required by the Business Committee and any applicable law.

c. Account for all monies and properties entrusted to him.

d. Perform any other duties established by the Business Committee.

e. Perform the responsibilities and duties assigned in Section 17.

SECTION 13: CONDUCT OF GAMING OPERATIONS

The Director of Gaming shall conduct the gaming operation consistent with the following:

a. The rules of play and operation of the game as prescribed and approved by the Business Committee.

b. Each and every player has a fair and equal opportunity to win.

c. The method of winning and the prize or prizes for each game should be clearly outlined before each game.

d. The winner or winners of each game shall be verified in a manner that all present may witness.

e. No person who is conducting or assisting in the gaming operation shall not participate directly or indirectly in the play of that game.

f. No person under the age of sixteen (16) years of age shall be permitted to play for any reason.

g. He shall make sole and final determination as to the validity of a winner or winners at the conclusion of the game at which they were a winner.

h. No alcoholic beverages or drugs of any kind shall be permitted in the facility during the time that the facility is being used for the gaming operation, unless the Business Committee has issued an Alcoholic Beverage license for on-premises consumption.

i. No person under the influence of intoxicants, drugs or in any violation of Tribal law or ordinance shall be permitted to engage in any form of gaming nor to remain in the building when gaming is being conducted.

j. Trash should be separate to facilitate recycling and efforts should be made to protect the environment.

SECTION 14: EMPLOYEES

a. All persons employed in the gaming operation shall be licensed by the Director of Gaming as prescribed by the Indian Gaming Regulatory Act or any tribal-state compact for Class III gaming.

b. Each employee will wear their license in a visible manner when operating or assisting in the operation of a gaming facility.

c. No person shall be employed whose prior activity, criminal record, if any, or reputation, habits and associations pose a threat to the public interest or the effective regulation of gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices and methods and activities in the conduct of gaming.

d. As necessary, the Business Committee may require the director of gaming or any other "key" employee to be bonded in an amount not less than $50,000 payable to the tribe.

e. Background investigations will be conducted on the primary management officials and key employees as prescribed in the Indian Gaming Regulatory Act, federal regulations, or any tribal-state compact for Class III gaming and the results forwarded to the Commission prior to the issuance of licenses.

f. When licenses are issued, the Director of Gaming will promptly notify the Commission as described in the Indian Gaming Regulatory Act, federal regulations, or any tribal-state compact for Class III gaming.

g. The Director of Gaming shall employ qualified tribal members in preference to other equally-qualified applicants for

work, but shall not be required to employ or retain in employment unqualified tribal members.

SECTION 15: RECORDS

The Director of Gaming shall keep and maintain records concerning all gaming operations. These records shall be audited annually and the audit reports shall be open for inspection by any Tribal member at the office of the Tribal Administrator.

SECTION 16: EMPLOYEES LICENSED [AMENDED]

The Tribe shall ensure that the policies and procedures set out in this section are implemented with respect to key employees and primary management officials employed at any Class II gaming enterprise operated on Indian lands:

a. Definitions. For the purposes of this section, the following definitions apply:

(1) Key employee means those key employees as defined in any statute or regulation and at a minimum include:

(a) A person who performs one or more of the following functions: (1) Bingo caller; (2) Counting room supervisor; (3) Chief of Security; (4) Custodian of gaming supplies or cash; (5) Floor manager; (6) Pit boss; (7) Dealer; (7) Dealer; (8) Croupier; (9) Approver of credit; or (10) Custodian of gambling devices including persons with access to cash and accounting within such devices.

(b) If not otherwise included, any other person whose total cash compensation is in excess of $50,000 per year; or

(c) If not otherwise included, the four most highly-compensated persons in the gaming operation.

(2) Primary management official means:

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

(b) Any person who has authority to hire and fire employees or to set up working policy for the gaming operation; or

(c) The chief financial officer or other person who has financial management responsibility.

b. Application Forms

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

> "In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C.A. § 2701 *et seq.* The purpose of the requested information is to determine the eligibility of individuals to be employed in a gaming operation. The information will be used by National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, State, local or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the National Indian Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to hire you in a primary management official or key employee position."
>
> The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.

(2) Existing key employees and primary management officials shall be notified in writing that they shall either:

(a) Complete a new application form that contains a Privacy Act notice; or

(b) Sign a statement that contains the Privacy Act notice and consent to the routine uses described in that notice.

(3) The following notice shall be placed on the application form for a key employee or a primary official before that form is filled out by an applicant:

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

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

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

(b) Sign a statement that contains the notice regarding false statements

c. Background Investigations

(1) The Tribe shall request from each primary management official and from each key employee all of the following information:

(a) Full name, other names used (oral and written), social security number(s), birth date, place of birth, citizen ship, gender, all languages (spoken or written);

(b) Currently and for the previous five years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license numbers;

(c) The names and current addresses of at least three personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under Paragraph (i)(2) of this section;

(d) Current business and residence telephone numbers;

(e) A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;

(f) A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;

(g) The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

(h) For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition, if any;

(i) For each misdemeanor conviction or ongoing misdemeanor prosection (excluding minor traffic violations), within ten years of the date of the application, the name and address of the court involved and the date and disposition;

[Additions are indicated by underline; deletions by ~~strikeout~~]

(j) For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within ten years of the date of the application and is not otherwise listed pursuant to Paragraph (i)(8) or (i)(9) of this section, the criminal charge, the name and address of the court involved and the date and disposition;

(k) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;

(l) A current photograph;

(m) Any other information the Tribe deems relevant; and

(n) Fingerprints consistent with procedures adopted by the Tribe according to 25 C.F.R. § 522.2(h); by engaging either a city, county or a State or Federal Tribal law enforcement agency ~~or a private individual with experience in taking fingerprints~~.

(o) The Tribe shall conduct an investigation sufficient to make a determination under Subsection (d) below. In conducting a background investigation, the Tribe or its agent shall promise to keep confidential the identity of each person interviewed in the course of the investigation.

d. Eligibility Determination. The Tribe shall review a person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning the eligibility of a key employee or primary management official for employment in a gaming operation. If the Tribe determines that employment of the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, a tribal gaming operation shall not employ that person.

e. Procedures for Forwarding Applications and Reports for Key Employees and Primary Management Officials to the Nation Indian Gaming Commission.

(1) When a key employee or primary management official begins work at a gaming operation authorized by this ordinance, the Tribe shall forward to the National Indian Gaming Commission a completed application for employment and conduct the background investigation and make the determination referred to in Subsection (c) of this section.

(2) The Tribe shall forward the report referred to in this subsection to the National Indian Gaming Commission within 60 days after an employee begins work or within 60 days of the

approval of this ordinance by the Chairman of the National Indian Gaming Commission.

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

f. Report to the National Indian Gaming Commission.

(1) Pursuant to the procedures set out in Subsection (e) of this section, the Tribe shall prepare and forward to the National Indian Gaming Commission an investigative report on each background investigation. An investigative report shall include all of the following:

(a) Steps taken in conducting a background investigation;

(b) Results obtained;

(c) Conclusions reached; and

(d) The basis for those conclusions.

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

(3) If a license is not issue to an applicant, the Tribe:

(a) Shall notify the National Indian Gaming Commission; and

(b) May forward copies of its eligibility determination and investigative report (if any) to the National Indian Gaming Commission for the inclusion in the Indian Gaming Individuals Records System.

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

g. Granting a Gaming License.

(1) If, within a thirty (30) day period after the National Indian Gaming Commission receives a report, the National Indian Gaming Commission notifies the Tribe that it has no objection to the issuance of a license pursuant to a license

application filed by a key employee or a primary management official for whom the Tribe has provided an application and investigative report to the National Indian Gaming Commission, the Tribe may issue a license to such applicant.

(2) The Tribe shall respond to a request for additional information from the Chairman of the National Indian Gaming Commission concerning a key employee or a primary management official who is the subject of a report. Such a request shall suspend the 30-day period under Paragraph (g)(i) of this section until the Chairman of the National Indian Gaming Commission receives the additional information.

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

h. License Suspension.

(1) If, after the issuance of a gaming license, the Tribe receives from the National Indian Gaming Commission reliable information indicating that a key employee or a primary management official is not eligible for employment under Subsection (d) above, the Tribe shall suspend such license and shall notify in writing the licensee of the suspension and the proposed revocation.

(2) The Tribe shall notify the licensee of a time and a place for a hearing on the proposed revocation of a license.

(3) After a revocation hearing, the Tribe shall decide to revoke or to reinstate a gaming license. The Tribe shall notify the National Indian Gaming Commission of its decision.

SECTION 17: PROCEDURES FOR BACKGROUND INVESTIGATIONS [AMENDED]

The Citizen Band Potawatomi Indian Tribe of Oklahoma is responsible for the conduct of the background investigations and suitability to determinations for licensing of key employees and primary management officials.

a. **Organizational Chart.**

(1) Citizen Band Potawatomi Indian Tribal Director of Gaming. The Citizen Band Potawatomi Indian Tribal Director of Gaming under the gaming ordinance shall be ultimately responsible for conducting and/or causing to be conducted the background

investigations on key employees and primary management officials. The Director of Gaming may cause the background investigations to be conducted by persons approved by the Business Committee, but the Director of Gaming shall ultimately be responsible for reviewing and approving the investigative work performed. The Director shall make all determinations concerning the licensing of key employees and primary management officials. The results of the background investigation shall be reported by the Director to the National Indian Gaming Commission. The Director may conduct the investigations personally or may, with the approval of the Gaming Commission, employ investigators to conduct the background investigations on behalf of the Gaming Commission. The Director shall be responsible for ~~obtaining and processing fingerprints. The Director will coordinate~~ coordinating with the appropriate law enforcement agencies ~~or any other entity authorized~~ to obtain and process fingerprints for the background check as it relates to fingerprints.

(2) Investigators. Investigators may be employed by the Director to assist in background investigations. Any investigators employed for background investigations will be under the supervision of the Director. All reports of the investigators will be forwarded to the Director, who shall make the reports a part of the Director's final investigative report submitted to the National Indian Gaming Commission.

(3) Selection of Responsible Individuals. Persons responsible for the background investigations are granted the authority under the Tribal Ordinance.

b. **Investigative Procedures**

(1) Information Required. The Tribe shall secure from each key employee or primary management official applicant all information required by the tribal gaming ordinance, federal law, and regulation.

(2) Check List. The Tribe shall create a check list which shall be used in the verification process. This list shall indicate that each item of information received from the primary management official or key employee applicant has been verified through written or oral communication.

(3) Personal Interviews. In inquiring into the applicant's character, the Tribe shall interview a sufficient number of knowledgeable people such as former employers, personal references, and any other individuals which may have information as to the reputation, habits and associations of the applicant. The Tribe shall interview as many individuals as is necessary -- but in no event shall the number of persons interviewed be less than five -- sufficient to make a finding concerning the eligibility for employment in the gaming operation.

c. **Investigative Report**

(1) Content. The final investigative report shall identify all potential problem areas as discovered during the investigation and shall state the final resolution of each problem area. Further, the final report shall specifically identify the information which formed the basis for the rejection or disqualification of any applicant.

(2) Procedure. The final investigative report submitted to the National Indian Gaming Commission shall set forth in detail the procedure followed by the tribe in conducting the background investigation.

(3) Disclosure. The final report submitted to the National Indian Gaming Commission shall set forth in detail the results of the investigation, including the disclosure of all potential problems in the applicant's background and, in detail, the facts which demonstrate the existence of the problem.

(4) Recommendation. The final investigative report shall state whether the applicant should or should not be granted a license and shall state, in detail, the facts that support the grant or denial of said license.

SECTION 18: ANNUAL AUDIT

The Business Committee will annually provide the Indian Gaming Commission with a copy of that portion of the audit prepared by the Tribe's independent auditor that relates to the gaming. This audit will include, among other matters, all contracts for supplies, services (except legal or accounting) or concessions in excess of $25,000 annually that relate to the gaming operation.

SECTION 19: GAMING ACCOUNT

By resolution, the Tribe by Business Committee shall designate one banking account as the Tribal "Gaming Account." The account shall be maintained in a financial institution designated by the Business Committee. The Gaming Account shall be subject to the Annual Audit. Gross revenues derived from the conduct of Tribal gaming operations, excluding any cash payouts made during a Gaming session shall be deposited in the Tribal Gaming Account. No other monies shall be commingled with the Tribal Gaming Account. Except as specifically approved by the Business Committee, disbursement from the Tribal Gaming Account will only be made to pay reasonable and necessary expenses and will only be made on checks endorsed by both the Tribal Administrator and the Director of Gaming. Net revenues are to be transferred monthly to the Tribe's General Fund account to be disbursed solely as authorized by Business Committee appropriation.

SECTION 20: SUPPLIES AND EQUIPMENT

All reasonable and necessary expenses of the gaming operation must be approved by the Tribal Administrator. Provided further that all contracts for purchases of supplies, concession or services (excluding contracts for professional, legal or accounting services) in excess of $5,000 must receive prior approval of the Business Committee, which shall be obtained by the Director of Gaming by submitting the proper requisition. All purchases of equipment, materials, concessions and food or any other item paid from the Gaming Account shall be the property of the Tribe.

SECTION 21: LOCATION AND SCHEDULE OF GAMING

All gaming sessions authorized herein shall be conducted at a place within Tribal Indian Country and on such days and times as may be approved by the Business Committee The location and time for conducting Class III Gaming shall be consistent with any Tribal-state compact.

SECTION 22: DISCRIMINATION

Notwithstanding any other provision of this section, The Business Committee or the Director of Gaming may bar any person from admittance to any Tribal gaming facility for any or no reason whatsoever. However, no person shall be discriminated against because of his race, color, creed, sex or natural origin

SECTION 23: PROCEDURES FOR DISPUTE RESOLUTION

In the event of an alleged personal injury or property damage suffered by a patrol of the gaming facility, or in the event of a dispute between a patron and the gaming enterprise regarding the payment of bet or distribution of winnings, the patron may make a claim against the gaming enterprise as follows:

a. Making Claim. Any patron having a claim against the gaming enterprise shall present a claim to the gaming enterprise for any appropriate relief including the award of money damages. Claims against the gaming enterprise are to be presented within ninety (90) days of the date the loss occurs. In the event a claim is not presented following ninety (90) days after the loss occurs, but within one (1) year after the loss occurs, any judgment in a lawsuit arising from the act which is the subject of the claim shall be reduced by ten (10) percent. A claim against the gaming enterprise shall be forever barred unless notice thereof is presented within one (1) year after the loss occurs. A claim against the gaming enterprise shall be in writing and filed with the Tribal Gaming Commission at the address of the gaming facility. Notices explaining this procedure shall be posted in the gaming facility. Such notices shall explain that this procedure is the exclusive method of making a tort claim or registering a patron

dispute about payment of a bet or a distribution of winnings. Such notices shall explain that upon denial of a claim redress must be sought exclusively in Tribal Court.

b. Notice. The written notice of claims of the gaming enterprise shall state the date, time, place and circumstances of the claim, the identity of the tribal or gaming employees, if known, the amount of compensation or other relief demanded, the name, address and telephone number of the claimant, and the name, address and telephone number of any agent authorized to settle the claim.

c. Denial. A claim is deemed denied if the gaming enterprise fails to approve the claim in its entirety within ninety (90) days of receipt, unless the interested parties have reached a settlement before the expiration of that period. A person may not initiate suit against the gaming enterprise unless the claim has been denied in whole or in part. The claimant and the gaming enterprise may continue attempts to settle a claim; however, settlement negotiations do not extend the date of denial.

d. Limitations. No action for any cause arising from personal injury, property damage, or patron gaming dispute shall be maintained unless valid notice has been given and the action is commenced in a tribal court within 180 days after denial of the claim as set forth herein. Neither the claimant nor the gaming enterprise may extend the time to commence an action by continuing to attempt settlement of the claim.

SECTION 24: <u>REPORT OF WINNERS</u>

No prize shall be awarded unless the winner has fairly won without any collusion with the Director of Gaming or any of his employees or agents. A receipt acknowledging acceptance and receipt of the prize awarded must be signed by any winner regardless of the amount. The Director of Gaming has the authority to hold the payment of any winnings indefinitely until the final verification of authentic winning has been determined whether by inquiry or electronic means of validation upon the approval of the Tribal Administrator or Business Committee. The Director of Gaming or his designee shall make accurate and timely reports to the Internal Revenue Service of any winners at any gaming facility whose prize winnings exceed the minimum limits set by the Internal Revenue Service. In which case, acceptable proof of winners' name, address, and social security number must be presented to the Director of Gaming or his designee in order to be paid prizes.

SECTION 25: <u>CRIMINAL PENALTIES</u>

Any person or firm violating the provisions of this chapter shall be guilty of an offense and shall, upon conviction thereof, be punished as provided by law. If a person is convicted in Tribal

court, he may be punished by confinement in the Tribal jail for a period of not less than ten (10) days and no more than six (6) months or by a fine of not less than $500 and no more than $5,000 or by both such fine and imprisonment.

SECTION 26: SERVICE OF PROCESS

All notices or process made pursuant to this ordinance may be made by directing said notice to:

Director of Gaming
Citizen Band Potawatomi Indian Tribe of Oklahoma
1901 S. Gordon Cooper Drive
Shawnee, OK 74801

cc: Tribal Administrator
Citizen Band Potawatomi Indian Tribe of Oklahoma
1901 S. Gordon Cooper Drive
Shawnee, OK 74801

SECTION 27: REPEALER

Any prior gaming ordinances and all other ordinances inconsistent herewith are hereby repealed.

SECTION 28: EFFECTIVE DATE

This Ordinance shall become effective on the date of approval.

CERTIFICATION

In their respective capacities as officers of the Citizen Band Potawatomi Indian Tribe of Oklahoma, the undersigned do hereby certify that the above and foregoing Ordinance is a true and correct copy of Ordinance #95-1, as approved on the 20 day of FEBRUARY, 1995, with 5 voting for, 0 approved, and _____ absent.

John A. Barrett, Jr.
Chairman

Bob F. Davis
Secretary/Treasurer

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

CERTIFICATE OF TRANSCRIPT

I, the undersigned Secretary of State of Oklahoma, do hereby certify that I am by the laws of said State of Oklahoma the custodian of the records of the State of Oklahoma relating to State-Tribal Relation Agreements pursuant to the provisions of 74 Oklahoma Statutes, 1993 Supplement, §1221 (E.) and that the annexed transcript has been compared with the record on file in my office of which it purports to be a copy, and that the same is a full, true and correct copy of the ***Potawatomie Off-Track Wagering Compact*** *between the Citizen Band Potawatomie Indian Tribe of Oklahoma, and the State of Oklahoma, pursuant to the provisions of the Indian Gaming Regulatory Act.*

I further certify *that the above specified document was filed in the Office of the Secretary of State on December 5, 1996.*

GREAT SEAL OF THE STATE OF OKLAHOMA 1907

In testimony whereof, I have hereunto set my hand and affixed the Great Seal of the State of Oklahoma at the City of Oklahoma City this 16th *day of* December, 19 96

Sam Cole

Secretary of State

By: Kathy Dekel