United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

JAN 22 1999

Honorable Philip Shopodock
Chairman, Forest County Potawatomi
Community of Wisconsin
P.O. Box 340
Crandon, Wisconsin 54520

Dear Chairman Shopodock:

We are in receipt of the Amendments to the Forest County Potawatomi Community of Wisconsin (Tribe) and the State of Wisconsin (State) Gaming Compact of 1992 dated December 3, 1998. We have completed our review of these Amendments and conclude that they do not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to Section 11(d)(8)(A) of IGRA, 25 U.S.C. § 2710(d)(8)(A) and delegated authority in 209 DM 8.1, we approve the Amendments. The Amendments 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.

We note that the Amendments (Section XXXIV of the Compact) memorialize that the Tribe and State agree to discuss modification of the Compact should the State enact a law which purports to impose a tax, fee, assessment or other charge directly on the Tribe's Class III gaming revenues, or a tax on winnings generated at a Class III gaming facility. Our approval of these Amendments should not be construed as, and is not, authorization for the State to impose such taxes, fees, assessments or charges.

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

Sincerely,

/s/ Elizabeth Homer

Acting Assistant Secretary - Indian Affairs

Enclosure

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

cc: Minneapolis Area Director w/copy of approved Amendment
Great Lakes Agency Superintendent w/copy of approved Amendment
National Indian Gaming Commission w/copy of approved Amendment
Field Solicitor w/copy of approved Amendment
United States Attorney w/copy of approved Amendment

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Amendments to Approved Tribal-State Compact.

SUMMARY: Pursuant to section 11 of the Indian Gaming Regulatory Act of 1988, Pub. L. 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the **Federal Register**, notice of approved Tribal-State Compacts for the purpose of engaging in Class III (casino) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, has approved the Amendments to the Forest County Potawatomi Community of Wisconsin and the State of Wisconsin Gaming Compact of 1992, which were executed on December 11, 1998.

DATES: This action is effective February 1, 1999.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, DC 20240, (202) 219–4066.

Dated: January 22, 1999.

Kevin Gover,

Assistant Secretary—Indian Affairs.

[FR Doc. 99–2277 Filed 1–29–99; 8:45 am]

BILLING CODE 4310–02–P

AMENDMENTS TO THE FOREST COUNTY POTAWATOMI COMMUNITY OF WISCONSIN AND THE STATE OF WISCONSIN GAMING COMPACT OF 1992

This Agreement is entered into by and between the Forest County Potawatomi Community of Wisconsin ("Tribe") and the State of Wisconsin ("State").

WHEREAS, Section XXX. of the Forest County Potawatomi Community of Wisconsin and the State of Wisconsin Gaming Compact of 1992 provides that it may be amended upon the written agreement of both parties; and Whereas both parties wish the Compact to continue and believe the amendments to the Compact contained herein serve the best interest of both the State and the Tribe,

The State and the Tribe do hereby agree to amend the Compact as set forth below:

1. The term of the Compact shall, pursuant to Section XXV.B. be renewed for a term of five (5) years, from June 3, 1999 to June 3, 2004, subject to further extensions as provided therein. The State and the Tribe agree to discuss extending the duration of the extension granted herein upon delivery to the State of certified copies of resolutions duly enacted by the City and County of Milwaukee, pursuant to Section 4-23 of the Milwaukee City Charter and Section 59.17 (6) Stats., respectively, in which both the City and the County expressly approve the removal of the existing limitations on Class III games the Tribe may operate on the Menomonee Valley land (hereinafter, the City and County Approval Resolutions).

2. Section V.A. of the Compact is amended by deleting the number "18" wherever it appears in this section and replacing it with the number "21." Section V.A. is further amended by adding the following sentence:

   No person under the age of 21 shall be permitted access to any portion of any facility in which any Class III game is conducted, except for purposes of employment pursuant to Section V.B., or to gain access to the Tribe's non-Class III gaming facilities.

   The amendments to Section V.A. shall take effect on January 1, 1999.

3. Section XV.H. is amended by adding the following sentence to the end of the subsection:

   The foregoing provisions notwithstanding, the Tribe may operate 1,000 Class III electronic games of chance on the Menomonee Valley land upon delivery of the City and County Approval Resolutions to the State.

4. Section XV.I. of the Compact is created to read:

   The Tribe shall limit use of Class III electronic games of chance at its convenience store enterprises to no more than one location, which is currently the Potawatomi Convenience Store Smokeshop located in Carter. The number of Class III electronic games of chance at this location shall be limited to 50.

5. Section XVI.B.1. is amended by adding the following sentence at the end of this subsection:

   The foregoing provisions notwithstanding, the Tribe may operate 25 Blackjack tables, and the State and the Tribe agree to discuss the inclusion of additional tables, on the Menomonee Valley land upon delivery to the State of the City and County Approval Resolutions.

6. Section XXXI. of the Compact entitled "PAYMENT TO THE STATE" is created as follows:

   A. The Tribe shall make an annual payment to the State for each one (1) year period beginning June 3, 1999 through June 3, 2004 in the amount of $6,375,000.

   B. In the event a change in State law is enacted to permit the operation of Class III electronic games of chance, or other Class III games, as defined in and authorized by this Compact, by any person other than a federally recognized Tribe under the provisions of the Indian Gaming Regulatory Act, 25 U.S.C. 2701 et. seq., or the State Lottery as authorized by Ch. 565 Wis. Stats., the Tribe shall be relieved of its obligations to pay these amounts. If a subsequent agreement regarding Class III gaming substantially and adversely affects the Tribe's Class III gaming revenues, the State and the Tribe shall meet to discuss a reduction of the amount required pursuant to Section XXXI.A.

   C. Method of Payment. The Tribe shall make the first payment required by Subsection A. on or before June 30, 2000, and each subsequent payment on June 30, 2001, June 30, 2002, June 30, 2003 and June 30, 2004 respectively.

   D. The parties may modify this obligation to pay pursuant to a subsequent agreement.

   E. In the event that a natural or man-made disaster renders impossible the operation of fifty (50) percent or more of the Class III electronic games of chance operated by the Tribe under this Compact for a period of fourteen (14) consecutive days or more, the payment required under this section for the year in which the disaster occurs shall be reduced by a percentage equal to the percentage decrease in the net win (total amount wagered less winnings paid) for the calendar year in which the natural disaster occurred compared with the net win for the previous calendar year, and the State and Tribe shall meet to discuss additional assistance.

7. Section XXXII. of the Compact entitled "ADDITIONAL BENEFITS TO TRIBE" is created as follows:

   Should the State and any other compacting Tribe within Wisconsin amend a current gaming compact or adopt a new gaming compact with terms that are more favorable to the compacting Tribe or to the State than are the terms of this Compact, upon request by Tribe, the parties shall meet to negotiate the incorporation of substantially similar provisions into the Compact and, if applicable and agreeable to the parties, substantially similar provisions shall be incorporated into the Compact.

8. Section XXXIII. of the Compact is created as follows:

   A. In the event that the amendments contained herein are disapproved, in whole or in part, by the Secretary of the Interior, either party may serve on the other a demand for renegotiation of such portion of the Compact amendments of December 1998 as are impacted. The parties shall meet to negotiate revisions to address such objection as may be raised. If a mutually satisfactory solution is not achieved within thirty (30) days of the Secretary's action, either party may during the sixty (60) day period thereafter serve upon the other a notice of nonrenewal of Compact. The Compact shall then expire 180 days after service of a notice of nonrenewal of Compact pursuant to this section, subject to the provisions of Section XXV.C-E.

   B. In the event that a court of competent jurisdiction holds any or all of the amendments to the Compact contained herein to be unenforceable or invalid within six (6) months of the execution of said amendments, either party may serve on the other a demand for renegotiation of such portion of the Compact amendments of December 1998 as are impacted. The parties shall meet to negotiate revisions to address such objection as may be raised. If a mutually satisfactory solution is not achieved within thirty (30) days of the court's holding, either party may during the sixty (60) day period thereafter serve upon the other a notice of nonrenewal of Compact. The Compact shall then expire 180 days after service of a notice of nonrenewal of Compact pursuant to this section, subject to the provisions of Section XXV.C-E.

   C. In the event that a court of competent jurisdiction holds any or all of the amendments to the Compact contained herein to be unenforceable or invalid later than six (6) months after the execution of these Compact amendments, the parties shall meet to negotiate terms to replace those affected by the decision of the court. If a mutually satisfactory solution is not achieved within thirty (30) days of the court's holding, either party may during the sixty (60) day period thereafter serve upon the other a notice of nonrenewal of Compact. The Compact shall then expire 180 days after service of a notice of nonrenewal of Compact pursuant to this section, subject to the provisions of Section XXV.C-E.

D. If the Tribe has not delivered the City and County Approval Resolutions to the State, within 120 days of the date the Governor signs this Compact Amendment, the State and the Tribe shall meet during the following thirty (30) day period to negotiate mutually acceptable terms of these amendments. In the event the State and the Tribe cannot reach such agreement during this period, either party may, before the expiration of said thirty (30) day period, serve on the other a notice of nonrenewal of the Compact. Thereafter, the parties shall engage in good faith negotiations. The Compact shall then expire on June 3, 1999, subject to the provisions of Section XXV.C-E.

9. The Tribe, along with other Wisconsin Indian Tribes, have proposed the development of a plan for the creation of a revenue sharing system among the Tribes so that monies would be directed by the Tribes within Wisconsin having the greatest gaming revenues to Tribes having the least gaming revenues. The State agrees to work with the Tribes on the development of this plan by February 1999.

10. Section XXXIV. of the Compact is created as follows:

The Tribe has entered into a Cooperation and Jurisdictional Agreement and Amendment of July 25, 1990 which provides, among other provisions, that the Tribe shall make payments in lieu of taxes and that the City of Milwaukee shall provide municipal services to the Tribe. By July 1, 1999 the Tribe shall have made reasonable offers to enter into written agreements with Forest County or other units of local governments that provide services to a Class III gaming facility of the Tribe, to fully reimburse those units of local governments for such services.

11. The State and Tribe agree to execute contemporaneous with the execution of these Compact Amendments documents entitled Memorandum of Understanding Regarding Technical Matters, and Memorandum of Understanding Regarding Government to Government Matters, which documents are incorporated herein by reference.

FOREST COUNTY POTAWATOMI
COMMUNITY OF WISCONSIN

By: Philip Shopodock
Philip Shopodock,
Tribal Chairman

Date Signed: DEC 3 1998

STATE OF WISCONSIN

By: Tommy G. Thompson
Tommy G. Thompson,
Governor

Date Signed: December 3, 1998

Consistent with 25 U.S.C.A. Sec. 2710 (d)(8), the Amendments to the Tribal–State Compact for Class III Gaming between the Forest County Potawatomi Community of Wisconsin and the State of Wisconsin dated December 3, 1998, is hereby approved on this 22nd day of January, 1999, by the Assistant Secretary – Indian Affairs, United States Department of the Interior.

UNITED STATES DEPARTMENT OF THE INTERIOR

Kevin Gover

Kevin Gover
Assistant Secretary – Indian Affairs

MEMORANDUM OF UNDERSTANDING
REGARDING TECHNICAL MATTERS

Whereas, the State of Wisconsin ("State") and the Forest County Potawatomi Community of Wisconsin ("Tribe") have executed amendments to the Forest County Potawatomi Community of Wisconsin and the State of Wisconsin Gaming Compact of 1992, and

Whereas, the State and the Tribe desire to execute this Memorandum contemporaneous with the Compact Amendments and incorporate this Memorandum into the Compact Amendments, and

Whereas, the State and the Tribe agree that the revisions contained herein will enable both parties to more effectively and efficiently perform the respective responsibilities regarding the Tribe's Class III gaming operation, to the benefit of both parties,

The parties hereby agree that the following terms and provisions are incorporated by reference into the Amendments to the Forest County Potawatomi Community of Wisconsin and the State of Wisconsin Gaming Compact of 1992.

1. The Tribe shall utilize in its Class III gaming operations minimum internal control standards at least as restrictive as those adopted by National Indian Gaming Commission as set out in 25 C.F.R. Part 542. For any period of time during which this Memorandum is effective and these minimum internal control standards are not finally and effectively promulgated as federal regulations, the Tribe shall use minimum internal control standards at least as restrictive as those adopted by the National Indian Gaming Association. In the event any provision of the minimum internal control standards conflicts with the provisions of this Compact, the terms of the Compact shall control. The Department of Administration, Division of Gaming ("Department") and the Tribe may designate, in writing, minimum internal control standards which conflict with the Compact as acceptable for use in the Tribe's Class III gaming facilities. In the event the Department enters into such written designation the written designation shall constitute a waiver, for a duration specified in the written designation, of the State's ability to allege compliance with the designated minimum internal control standard as a violation of the Compact.

2. In order to more effectively provide the Department with access to the Tribe's slot accounting data generated by the slot accounting system described at Section XV. D. 7.(c). of the Compact, the Tribe agrees to provide dial-in access to computer files, which shall allow the Department read-only access to all metered activity generated or monitored by the slot accounting system. This information shall be provided in batch format. The Tribe shall submit, twice a week, all exception and reconciliation reports regarding the data provided. In the event additional data is requested said request shall be in writing and submitted to the Forest County Potawatomi Community Gaming Commission Chairperson. The Tribe shall submit the data to the Department within 72 hours of the request or provide an explanation as to why the data can not be submitted within the established timeframe.

MEMORANDUM OF UNDERSTANDING REGARDING GOVERNMENT TO GOVERNMENT MATTERS

This Memorandum of Understanding is entered into by and between the Forest County Potawatomi Community of Wisconsin ("TRIBE") and the State of Wisconsin ("STATE").

WHEREAS, TRIBE and STATE on this date have entered into Amendments to the Forest County Potawatomi Community of Wisconsin and the State of Wisconsin Gaming Compact of 1992; and

WHEREAS, said amendments provide for the payment of monies by TRIBE to STATE; and

WHEREAS, the parties desire to specify the usage to be made of such monies; and

WHEREAS, the parties wish to meet on a regular basis to address government to government issues of mutual concern;

NOW THEREFORE IT IS AGREED that the Governor shall undertake his best efforts within the scope of his authority to assure that monies paid to the STATE hereunder shall be expended in Milwaukee and Forest Counties upon:

1) Economic development initiatives to benefit Tribes and/or American Indians within Wisconsin,
2) Economic development initiatives in regions around casinos,
3) Promotion of tourism within the State of Wisconsin, and
4) Support of programs and services of the County in which the Tribe is located.

IT IS FURTHER AGREED that the STATE shall consult with the TRIBE regarding the content of the proposals for distribution of the monies paid to the STATE hereunder.

IT IS FURTHER AGREED that the STATE and the TRIBE shall establish a schedule of regular meetings to address government to government issues of mutual concern. The first such meeting shall occur no later than June 3, 1999 and each June 3 thereafter for the duration of this Compact. One meeting between the STATE and the TRIBE each year shall contain an accounting of the funds expended in accordance with this agreement.

FOREST COUNTY POTAWATOMI COMMUNITY OF WISCONSIN

By: Philip Shopodock
Philip Shopodock,
Tribal Chairman

Date Signed: DEC 3 1998

STATE OF WISCONSIN

By: Tommy G. Thompson
Tommy G. Thompson,
Governor

Date Signed: December 3, 1998