United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

JUN 2 3 1995

Honorable Leon Campbell
Chairman
Iowa Tribe of Kansas and Nebraska
Route 1, Box 58 A
White Cloud, Kansas 66094

Dear Chairman Campbell:

On May 8, 1995, we received the Compact between the Iowa Tribe of Kansas and Nebraska (Tribe) and the State of Kansas (State), dated May 4, 1995. 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 (1994). 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.

Furthermore, we note that the Compact includes a reference to the sale of alcoholic beverages. The possession or sale of liquor in Indian Country is a violation of Federal criminal laws (18 U.S.C. § 1154) unless it is done in accordance with an ordinance certified by the Secretary and published in the FEDERAL REGISTER (18 U.S.C. § 1161). The Tribe does not have a certified liquor ordinance. Secretarial certification of such an ordinance must be obtained and published prior to the selling of liquor in Indian Country. The Tribe may want to contact the Anadarko Area Office for assistance and information on the requirements for certification of the ordinance.

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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 Bill Graves
Governor of Kansas
2nd Floor, State Capitol
Topeka, Kansas 66612

cc: Anadarko Area Director w/copy of approved Compact
Supt., Horton Agency w/copy of approved Compact
National Indian Gaming Commission w/copy of approved Compact
Field Solicitor w/copy of approved Compact
Kansas U.S. Attorney w/copy of approved Compact

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior

ACTION: Notice of approved Tribal-State Compact

SUMMARY: Pursuant to 25 U.S.C. § 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100–497), the Secretary of the Interior shall publish, in the **Federal Register**, notice of approved Tribal-State Compacts for the purpose of engaging in Class III (casino) gambling on Indian reservations. The Assistant Secretary-Indian Affairs, Department of the Interior, through her delegated authority, has approved the Tribal-State Compact Between the Prairie Band of Potawatomi Indians of Kansas and the State of Kansas, which was executed on May 4, 1995.

DATES: This action is effective July 6, 1995.

FOR FURTHER INFORMATION CONTACT: George T. Skibine Director Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, DC 20240 (202) 219–4068

Dated: June 26, 1995.

Ada E. Deer

Assistant Secretary-Indian Affairs

[FR Doc. 95–16598 Filed 7–5–95; 8:45 am]

BILLING CODE 4310–02–P

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior

ACTION: Notice of approved Tribal-State Compact.

SUMMARY: Pursuant to 25 U.S.C. 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100–497), the Secretary of the Interior shall publish, in the **Federal Register**, notice of approved Tribal-State Compacts for the purpose of engaging in Class III (casino) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, has approved the Tribal-State Compact Among the Iowa Tribe of Kansas and Nebraska and the State of Kansas, which was executed on May 4, 1995.

DATES: This action is effective July 6, 1995.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, DC 20240, (202) 219–4068.

Dated: June 23, 1995.

Ada E. Deer,

Assistant Secretary—Indian Affairs.

[FR Doc. 95–16599 Filed 7–5–95; 8:45 am]

BILLING CODE 4310–02–P

TRIBAL STATE COMPACT

Among the

IOWA TRIBE OF KANSAS AND NEBRASKA

and the

STATE OF KANSAS

_____, 1995

TABLE OF CONTENTS

Section 1: Title of Compact 2

Section 2: Policy and Purpose 2

(A) Tribal Interests in Class III Gaming 2
(B) State Interests in Class III Gaming . . . 3
(C) Tribal Benefits 3
(D) Law Applicable to Class III Gaming . . . 3
(E) Application of Compact 4
(F) Disclaimer 4

Section 3: Authorized Class III Gaming 4

(A) Authorized Games 4
(B) Prohibited Games 5
(C) Prohibition of Gaming By Persons Under the Age of Twenty One 6
(D) Tort Remedies for Patrons 6
(E) Liability for Damage to Persons and Property 7
(F) Gaming Locations 7
(G) Gaming on Credit 8

Section 4: Definitions Incorporated by Reference 8

Section 5: Definitions 8

(A) Class III Gaming 8
(B) Club Keno 8
(C) Compact 8
(D) Council 8
(E) Effective Date 9
(F) Game, Gaming Activity 9
(G) Gaming Employee 9
(H) Gaming Facility 10
(I) Gaming Operation 10
(J) Gaming Services 10
(K) Indian 10
(L) Indian Gaming Commission 11
(M) Indian Gaming Regulatory Act or IGRA . . 11
(N) Key Employee 11
(O) Lottery 11
(P) Manufacturer-Distributor 12

(Q) Management Contract 12
(R) Management Contractor 12
(S) Participate 12
(T) Person 13
(U) Primary Management Official 13
(V) Principal 13
(W) Reservation 14
(X) Revoke 14
(Y) Secretary 14
(Z) Standard Gaming Employee 14
(AA) State 14
(AB) State Gaming Agency 14
(AC) Tribal Gaming Commission 14
(AD) Tribal Gaming Regulations 15
(AE) Tribal Land 15
(AF) Tribal Law. 15
(AG) Tribal Law Enforcement Agency 15
(AH) Tribe 15

Section 6: Persons Bound 16

(A) State 16
(B) Tribe 16

Section 7: Tribal Gaming Regulations 16

(A) Adoption of Tribal Gaming Regulations . . 16
(B) Additional Operational Requirements Applicable to Class III Gaming 18

Section 8: Retention of Rights 22

Section 9: Duration 23

Section 10: Tribal Regulation of Class III Gaming 24

(A) Tribal Gaming Commission 24
(B) Tribal Gaming Inspectors 24
(1) Employment of Inspectors 24
(2) Reporting of Violations 25
(3) Investigation by Tribal Gaming Commission 25
(4) Reporting to State Gaming Agency . . 26
(C) Tribe to Regulate Gaming 26
(D) Facility Security 27

Section 11: Tribal-State Quarterly Meetings 27

Section 12: **State Enforcement of Compact** 28

(A) Monitoring 28
(B) Access to Records 28
(C) Notification to Tribal Gaming Commission 29

Section 13: **Criminal Enforcement** 30

(A) Indians 30
(B) Non-Indian 30
(C) Federal Jurisdiction 30

Section 14: **Civil Enforcement** 30

(A) Tribal Civil Jurisdiction 30
(B) No Waiver of Sovereign Immunity 31

Section 15: **Cross-Deputization Agreement** 31

Section 16: **Licensing and Background Investigation of Gaming Employees** 31

(A) License Required of Gaming Employees . . 31
(B) Background Investigation of Key Employees and Standard Gaming Employees 31
(C) Background Investigation Standards . . . 33
(D) Investigation of Non Gaming Employees . . 33

Section 17: **Licensing of Management Contractors, Primary Management Officials and Manufacturer/Distributors** 34

Section 18: **Relevant Information** 35

Section 19: **Identification Cards** 38

Section 20: **Management Contract** 38

Section 21: **Denial of License Application for Cause** . . . 39

Section 22: **Revocation or Suspension of License for Cause** 41

Section 23: **Accounting and Audit Procedures** 43

Section 24: **Tribal Records** 44

Section 25: **State Assessment for Costs of Oversight** . . . 45

(A) Imposition of Assessment for State Regulatory Expenditures 45
(B) Procedure for Assessments 45
(C) Procedure for Appeal of Assessments . . . 46
(D) Adjustment of Excess Assessments 46
(E) Adjustment for Termination of Regulatory Oversight 47

Section 26: **Public Health and Safety** 47

(A) Compliance 47
(B) Emergency Service Accessibility 48
(C) Alcoholic and Cereal Malt Beverages . . . 48
(D) Unemployment Compensation; Workers Compensation 48
(E) Consultation With Local Authorities . . . 48

Section 27: **Contribution to Local Government** 48

Upon mutual consultation and agreement between the Tribe and the state and local governments, the Tribe agrees that certain related costs of the operation of the Class III gaming facility may be paid for from the operating revenues of this facility. Such costs shall be limited to the cost of increased police patrol and necessary road improvements.

Section 28: **Use of Net Revenues** 49

Section 29: **Tribal Authority in the Event that the State Declines to Exercise Jurisdiction** 49

(A) Default Authority of Tribal Gaming Commission 49
(B) Default Authority of Tribal Law Enforcement Agency 50

Section 30: **Notices** 50

Section 31: **Dispute Resolution** 51

(A) General 51
(B) Arbitration 52
(C) Enforcement 53

(D) Expenses of Dispute Resolution or Judicial Enforcement Between the Tribe and the State 53
(E) Limited Waiver of Sovereign Immunity By the Tribe and Rights to Tribal Remedies . 54
(1) Limitation of Claims 54
(2) Time Period 54
(3) Recipient of Waiver 55
(4) Federal Question. 55
(5) Applicable Law 55
(6) Service of Process 55
(7) Enforcement 55

(F) Property and Funds Pledged and Assigned By the Tribe to Satisfy Enforcement Proceedings; Limitation Upon Enforcement 56
(1) Property and Funds Pledged and Assigned 56
(2) Limitation Upon Enforcement Against the Tribe 57
(G) Guarantee of Tribe Not To Revoke Waiver of Sovereign Immunity 57
(H) Credit of the Tribe 58
(I) Waiver of Sovereign Immunity By the State 58

Section 32: Reservation of Rights under the Indian Gaming Regulatory Act 58

(A) Tribal Right to Additional Compacts . . . 58
(B) Status of Class II Gaming 58
(C) Taxation by the State 59
(D) Preservation of Tribal Self-Government . 59

Section 33: Entire Agreement 60

Section 34: No Assignment 60

Section 35: Amendment 60

Section 36: Singular and Plural 61

Section 37: Date of Laws Adopted Herein 61

Section 38: Consistency With State Statutes 61

Section 39: Severability 61

Section 40: Authority to Execute 62

GAMING COMPACT
BETWEEN THE
IOWA TRIBE OF KANSAS AND NEBRASKA,
AND THE
STATE OF KANSAS

This Compact is made and entered into by and between the Iowa Tribe of Kansas and Nebraska (hereinafter referred to as the "Tribe") and the State of Kansas (hereinafter referred to as the "State"), pursuant to the provisions of the Indian Gaming Regulatory Act (hereinafter referred to as the "IGRA"), Public Law 100-497, 102 Stat. 2426, 25 U.S.C. §§ 2701, et seq. (1988).

Recitals:

The Tribe is a federally recognized Indian Tribe, organized pursuant to its Constitution and By-laws, approved by the Secretary of the Interior and situated on its permanent reservation located within the boundaries of Kansas.

The State, through constitutional provisions and legislative acts, has authorized limited gaming activities, and the Congress of the United States, through the Indian Gaming Regulatory Act, has authorized the Tribe to operate Class III gaming that is permitted in the State pursuant to a tribal gaming ordinance approved by the Chairman of the National Indian Gaming Commission and a compact entered into with the State for that purpose. Pursuant to its inherent sovereign authority and the IGRA, the Tribe intends to operate Class III gaming and the Tribe and State desire to negotiate a compact under the provisions of the IGRA to authorize and provide for the regulation of such gaming. In doing so, the parties acknowledge the following policies, duties and rights of

the State: to protect its residents against organized and other crime; to protect its ability to promote economic development; and to raise revenues to carry out its governmental functions.

NOW THEREFORE, in consideration of the covenants and agreements of the parties hereinbelow, the Tribe and the State agree as follows:

Section 1: Title of Compact.

This Compact shall be referred to as the "Iowa Tribe of Kansas and Nebraska - Kansas Gaming Compact."

Section 2: Policy and Purpose.

(A) Tribal Interests in Class III Gaming. The Tribe's interests in Class III gaming include raising revenue to provide governmental services for the benefit of the tribal community and reservation residents, promoting public safety as well as law and order on the Reservation, realizing the objectives of economic self-sufficiency and tribal self-determination, and regulating the activities of all people within the Tribe's jurisdictional borders. Tribal programs to be funded by gaming revenues include education, health and human resources, housing development, road construction and maintenance, sewer and water projects, police, fire and judicial services, economic development and all other purposes authorized under the IGRA.

(B) State Interests in Class III Gaming. The State's interests in Class III gaming include the interplay of such gaming with the state's public policy, safety, law and other interests, as well as impacts on the state regulatory system, including its economic interest in raising revenue for its citizens. The economic benefits from tribal gaming include increased tourism and related economic development activities which would generally benefit all of northeastern Kansas and help foster mutual understanding and respect among Indians and non-Indians.

(C) Tribal Benefits. The Tribe and the State mutually recognize the Tribe's belief that gaming will provide positive economic benefits to the Tribe, and the Tribe and the State recognize the need to insure that the health, safety and welfare of the public and the integrity of the gaming industry throughout the State be protected. In the spirit of cooperation, the Tribe and the State hereby agree to carry out the terms of the IGRA regarding any Class III gaming conducted on Indian lands pursuant to this Compact.

(D) Law Applicable to Class III Gaming. The Tribal Gaming Ordinance, that shall be adopted in accordance with the IGRA (25 U.S.C.§2710), Tribal Gaming Regulations, this Compact and applicable State law, shall govern all gaming activities or operations authorized herein. The purpose of this Compact

is to provide for licensing and regulation of certain Class III gaming to benefit the Tribe economically while minimizing the possibility of corruption.

(E) Application of Compact. This Compact shall govern the licensing, regulation and operation of all Class III gaming conducted by the Tribe as authorized under this Compact.

(F) Disclaimer. The State, by and through the Governor, by the approval of this Compact is not waiving its right to withhold approval of any gaming activities on after acquired lands of the Tribe as provided in the "Indian Gaming Regulatory Act" (25 U.S.C. 2701 et seq.).

Section 3: Authorized Class III Gaming.

(A) Authorized Games. Subject to the terms and conditions of this Compact, the Tribe may conduct or operate any or all of the following Class III games:

(1) Blackjack;

(2) Poker;

(3) All other banking and non-banking card games;

(4) Craps;

(5) All other banking and non-banking dice games;

(6) Roulette;

(7) Baccarat-chemin de fer;

(8) Wheel of Fortune;

(9) Keno;

(10) Games of chance utilizing electronic gaming equipment comparable to that authorized for the Kansas Lottery (Kan.State. 74-8702 and 8710); and

(11) All other Class III games of chance authorized by the State in a compact with any Indian tribe.

[INTENTIONALLY LEFT BLANK]

(B) Prohibited Games.

(1) The Tribe may not conduct pari-mutuel wagering, off-track betting, sports betting, club keno or state-wide lottery gaming.

(2) The Tribe may not conduct any other Class III gaming not expressly enumerated in Subsection 3 (A), without amendment of this Compact pursuant to Section 35 of this Compact; provided, however, if the State of Kansas subsequently permits, or is judicially determined to permit any additional game not included in Section 3 A, nor specifically excluded in Section 3 B (1), for any purpose by any person, such game(s) shall automatically be included in the games authorized in Subsection 3 (A),

any entity or entities permitted by the State to engage in or facilitate such gaming shall be authorized to enter into agreements with the Tribe concerning such gaming.

(C) Prohibition of Gaming By Persons Under the Age of Twenty One. Any person under 21 years of age shall be prohibited from placing any wager, directly or indirectly, in any gaming activity under this Compact.

(D) Tort Remedies for Patrons. Tort claims arising from alleged injuries to patrons of the Tribe's gaming facilities shall be subject to disposition as if the Tribe were the State, pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended hereafter, which is hereby adopted by the Tribe in its entirety for this specific purpose only, provided that such Act shall not govern the Tribe's purchase of insurance and provided, further, that portions of the Act inconsistent with the provisions of the IGRA and tribal law shall not apply. However, the Tribe shall not be deemed to have waived its sovereign immunity from suit with respect to such claims by virtue of adoption of the Kansas Tort Claims Act or by any other provision of this Compact except to the extent that such sovereign immunity is specifically waived in any liability insurance policies provided by the Tribe pursuant to Subsection 3(E).

(E) Liability for Damage to Persons and Property. During the term of this Compact, the Tribe shall maintain public liability insurance with limits of not less than $500,000 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. The Tribe's insurance policy shall include an endorsement providing that the insurer may not invoke tribal sovereign immunity up to the limits of the policy set forth above. The Tribe shall indemnify, defend and hold harmless the State, its officers, directors, employees and agents from and against any claims, damages, losses or expenses asserted against or suffered or incurred by the State or its officers, directors, employees and agents (except as may be the result of their own negligence) based upon or arising out of any bodily injury or property damage resulting or claimed to result in whole or in part from any act or omission of the Tribe relating to the inspection of any gaming-related facilities, or any rectification thereof, pursuant to this Compact or applicable tribal law regarding public health, safety and welfare.

(F) Gaming Locations. All Class III gaming authorized under this Compact shall be conducted at a facility to be established by the Tribe on its Reservation.

(G) **Gaming on Credit.** Gaming on credit shall be limited to checks, wire transfers, bank credit cards and bank money machine cards.

Section 4: Definitions Incorporated by Reference.

The Tribe and the State agree that this Compact shall be made subject to all definitions contained in the IGRA and all regulations promulgated by the National Indian Gaming Commission pertaining to Class III gaming.

Section 5: Definitions.

For the purposes of this Compact, each of the following terms shall have the following meaning unless a different meaning clearly appears from the context:

(A) **Class III Gaming.** "Class III Gaming" means all forms of gaming that are not Class I or Class II gaming as defined in the IGRA.

(B) **Club Keno.** "Club Keno" means the on-line lotto game conducted by the Kansas Lottery pursuant to state law.

(C) **Compact.** "Compact" means the Iowa Tribe of Kansas and Nebraska - Kansas Gaming Compact.

(D) **Council.** "Council" or "Tribal Council" means the Executive Committee or other governing body of the Tribe with jurisdiction to oversee and regulate all gaming on behalf of the Tribe pursuant to this Compact, and to compact with the State for any Class III gaming.

(E) Effective Date. "Effective Date" means the date on which this Compact has been executed by the Tribe and the State, approved by the Secretary of the Interior, and notice of such approval has been published by the Secretary in the Federal Register pursuant to the IGRA.

(F) Game, Gaming Activity. "Game" or Gaming Activity" means any activity, operation or game of chance in which any valuable consideration may be wagered upon the outcome determined by chance, skill and in which any valuable prize is awarded to the player so wagering, and any activity in furtherance thereof, including owning, financing, managing, participating in, conducting or assisting in any way in any such activity at the site at which it is being conducted, directly or indirectly, whether at the site in person or off tribal land.

(G) Gaming Employee. "Gaming Employee" means any natural person 18 years or older employed in the operation or management of each gaming activity or operation, whether employed by or contracted to the Tribe or by any person or enterprise providing on or off-site services to the Tribe within or without the gaming facility regarding any gaming activity or operation, including, but not limited to, gaming operation managers and assistant managers; accounting personnel; surveillance personnel; cashier supervisors;

dealers or croupiers; box men; floormen; pit bosses; shift bosses; cage personnel; collection personnel; gaming consultants, management companies and their principals; and any other natural person whose employment duties require or authorize access to restricted areas of each gaming activity or operation not otherwise opened to the public.

(H) Gaming Facility. "Gaming Facility" means any building, room or rooms in which Class III gaming as authorized by this Compact is conducted.

(I) Gaming Operation. "Gaming Operation" means any enterprise owned by the Tribe on its Reservation located within the boundaries of Kansas for the conduct of Class III gaming in a gaming facility.

(J) Gaming Services. "Gaming Services" means any goods or services to the Tribe directly in connection with each Class III gaming activity or operation in a gaming facility, including but not limited to equipment, maintenance or security services for such gaming facility and concessions.

(K) Indian. "Indian" means any person who is of Indian descent who is an enrolled member of any recognized Indian Tribe under federal jurisdiction at the time of the event under consideration.

(L) Indian Gaming Commission. "Indian Gaming Commission" means the National Indian Gaming Commission established pursuant to the IGRA.

(M) Indian Gaming Regulatory Act or IGRA. "Indian Gaming Regulatory Act" or "IGRA" means the Indian Gaming Regulatory Act, 102 Stat. 2467, 25 U.S.C. § 2701, et seq.

(N) Key Employee. "Key Employee" means any natural person employed in the operation or management of each gaming activity or operation in the capacity of (i) counting room supervisor, (ii) chief of security; (iii) custodian of gaming supplies or cash; (iv) floor manager; (v) pit boss; (vi) dealer; (vii) croupier; (viii) approver of credit; (ix) custodian of gambling devices including persons with access to cash and accounting records within such devices; (x) any other person whose total cash compensation is in excess of $50,000 per year; (xi) the four most highly compensated persons in the gaming operation; and (xii) security department employees.

(O) Lottery. "Lottery" means that game in which the player picks a sequence of integers of a required size, e.g. six integers, from a larger set of integers numbered consecutively, beginning with the number one, e.g. the integers from one through forty-four, from which the set of integers is drawn at random by the lottery operator, and wins a small prize if he has picked three of the selected set, a

larger prize if he has picked four of the selected set, a larger prize if he has picked five of the selected set, and the largest prize if he has picked all of the selected set. Lottery shall not include any of the Class III games authorized in Subsection 3(A), or any Class I or II gaming as defined in IGRA.

(P) Manufacturer-Distributor. "Manufacturer-Distributor" means any individual, sole proprietorship, partnership or corporation which assembles, produces, makes, prints, or supplies Class III gaming equipment or supplies for sale, lease, use, or distribution to the Tribe or a licensed gaming operator for a Class III gaming activity conducted pursuant to this Compact.

(Q) Management Contract. "Management Contract" means a management contract within the meaning of IGRA.

(R) Management Contractor. "Management Contractor" means any individual, sole proprietorship, partnership, corporation or other entity which manages any Class III gaming activity or operation on behalf of the Tribe pursuant to a management contract approved by the Chairman of the Indian Gaming Commission.

(S) Participate. "Participate" in any gaming activity or operation means manage, operate, direct, own, finance, furnish, supply or in any way assist in the establishment of,

or operation of, any class III gaming activity or operation, directly or indirectly, whether at the site in person or off tribal land.

(T) Person. "Person" means any individual, partnership, joint venture, corporation, joint stock company, company, firm, association, trust, estate, club, business trust, municipal corporation, society, receiver, assignee, trustee in bankruptcy, governmental entity, and any owner, director, officer or employee of any such entity, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise.

(U) Primary Management Official. "Primary Management Official" means (i) with respect to any management contractor, the person having management responsibility for a management contract; (ii) any person who has authority to hire and fire employees or to set up working policy for the gaming operation; or (iii) the chief financial officer or other person who has financial management responsibility.

(V) Principal. "Principal" means with respect to any management contractor: (i) each of its officers and directors; (ii) each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, or general manager; (iii) each of its owners or partners, if it is an unincorporated business; (iv)

each of its shareholders who owns more than five percent of the shares of the corporation, if a corporation; and (v) each person other than a banking institution who has provided financing for the enterprise constituting more than ten percent of the total financing of the enterprise.

(W) Reservation. "Reservation" means that portion of the Iowa Tribe of Kansas and Nebraska Reservation located within the boundaries of Kansas as shown in Appendix D.

(X) Revoke. "Revoke" means to permanently void and recall all rights and privileges to obtain or hold a license.

(Y) Secretary. "Secretary" means the Secretary of the Interior or the Secretary's duly authorized representative.

(Z) Standard Gaming Employee. "Standard Gaming Employee" means any natural person employed in the operation or management of each gaming activity or operation as a gaming employee who is not a primary management official or key employee.

(AA) State. "State" means the State of Kansas.

(AB) State Gaming Agency. "State Gaming Agency" means such agency of the State as the State may designate as the state agency responsible for oversight of Class III gaming conducted pursuant to this Compact.

(AC) Tribal Gaming Commission. "Tribal Gaming Commission" means the Tribal Gaming Commission established by

the Tribe as the agency primarily responsible for regulatory oversight of Class III gaming conducted by the Tribe.

(AD) Tribal Gaming Regulations. "Tribal Gaming Regulations" means those regulations adopted by the Tribe to regulate Class III gaming conducted pursuant to this Compact, as provided in Section 7 and attached hereto as Appendices A and B.

(AE) Tribal Land. "Tribal Land" means Indian land as defined in the IGRA.

(AF) Tribal Law. "Tribal Law" means the Tribal Gaming Ordinance, Tribal Gaming Regulations, as amended hereafter and this Compact, as amended hereafter.

(AG) Tribal Law Enforcement Agency. "Tribal Law Enforcement Agency" means the police force of the Tribe established and maintained by the Tribe pursuant to the Tribe's powers of self-government to carry out law enforcement. Members of the Tribal Law Enforcement Agency shall attend the Kansas Law Enforcement Training Center, the Highway Patrol Training Center or receive comparable training approved by the State Gaming Agency or the federal government.

(AH) Tribe. "Tribe" means the Iowa Tribe of Kansas and Nebraska.

Section 6: Persons Bound.

(A) State. Where the name the "State" is used in this Compact as a part thereof, such name shall be construed to include all the individuals, corporations, partnerships, enterprises, associations, districts, administrative departments, bureaus, political subdivisions, agencies, persons, permittees, and all others using, claiming or in any manner asserting any right or power under the authority of the State.

(B) Tribe. Where the name the "Tribe" is used in this Compact as a part thereof, such name shall be construed to include all the individuals, corporations, partnerships, enterprises, associations, districts, administrative departments, bureaus, political subdivisions, agencies, persons, permittees, and all others using, claiming or in any manner asserting any right or power under the authority of the Tribe.

Section 7: Tribal Gaming Regulations.

(A) Adoption of Tribal Gaming Regulations.

(1) The Tribal Gaming Commission shall adopt regulations to govern the operation and management of each gaming activity or operation conducted pursuant to this Compact. The regulations shall ensure that the interests of the Tribe and the State relating to Class

III gaming are preserved and protected. The regulations shall maintain the integrity of such gaming activity or operation and shall reduce the dangers of unfair and illegal practices in the conduct of Class III gaming.

(2) The initial regulations to govern the operation and management of each tribal gaming activity or operation shall be the standards set forth in Appendix A. The Tribal Gaming Commission shall advise the State Gaming Agency of any intent to revise the standards set forth in Appendix A and shall request the concurrence of the State Gaming Agency of such revisions. State Gaming Agency concurrence shall be deemed granted unless written disagreement within 60 days of submission of the proposed revisions is delivered to the Tribal Gaming Commission. The State Gaming Agency shall concur with the proposed revisions upon request, unless it finds that they would have a material adverse impact on the public interest in the integrity of each gaming activity or operation or are contrary to the IGRA, applicable state law, or the provisions of this Compact. If the State Gaming Agency disagrees with any such proposed revision, it shall set forth with specificity the reasons for such disagreement. Upon a notice of disagreement, the parties shall meet, and in good faith try to resolve the differences. If they

are unsuccessful, the matter shall be resolved pursuant to Section 31.

(B) Additional Operational Requirements Applicable to Class III Gaming. The following additional requirements shall apply to each gaming activity or operation conducted by the Tribe:

(1) The Tribe shall maintain the following logs as written or computerized records which shall be available for inspection by the State gaming agency in accordance with Subsection 12(B) of this Compact: a surveillance log recording all surveillance activities in each monitoring room of the gaming facility; a security log recording all unusual occurrences for which the assignment of a security department employee is made; a cashier's cage log recording all exchanges of gaming chips for cash by persons who cannot reasonably be thought to have been gaming; a machine entry log recording all occasions on which electronic gaming equipment is opened by any mechanic or attendant, except to the extent that such entries may be automatically recorded by a computer system activated by each entry; and a machine location log, recording the location and each movement of any electronic gaming equipment within the gaming facility.

(2) The Tribal Gaming Commission shall establish a list of persons barred from the gaming facility because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of gaming activities of the Tribe. The Tribal Gaming Commission shall employ its best efforts to exclude persons on such list from entry into such gaming facility. The Tribal Gaming Commission shall send a copy of its list on a weekly basis to the State Gaming Agency. The Tribe shall also exclude persons engaging in disorderly conduct or other conduct jeopardizing public safety in the gaming facility.

(3) The Tribal Gaming Commission shall notify the State Gaming Agency of the rules of each game operated by the Tribe and of any proposed change in such rules. The initial rules shall be the Gaming Rules set forth in Appendix B. The Tribal Gaming Commission shall notify the State Gaming Agency of any intent to revise the Gaming Rules set forth in Appendix B and shall request the concurrence of the State Gaming Agency of such revisions. State Gaming Agency concurrence shall be deemed granted unless written disagreement within 60 days of submission of the proposed revisions is delivered to the Tribal Gaming Commission. The State Gaming Agency shall concur

with the proposed revisions upon request, unless it finds that they would have a material adverse impact on the public interest in the integrity of Class III gaming or are contrary to the IGRA, applicable state law, or the provisions of this Compact. If the State Gaming Agency disagrees with any such proposed revision, it shall set forth with specificity the reasons for such disagreement. Upon a notice of disagreement, the parties shall meet, and in good faith try to resolve the differences. If they are unsuccessful, the matter shall be resolved pursuant to Section 31.

(4) Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be visibly displayed or available in pamphlet form in each gaming location. Betting limits applicable to each gaming table shall be displayed at such gaming table.

(5) For each tribal gaming activity or operation there shall be provided to the Tribal Gaming Commission and the State Gaming Agency a description of its minimum requirements for supervisory staffing for each gaming table operated in the gaming facility, and in the event that either the Tribal Gaming Commission or the State Gaming Agency regards such supervisory staffing as inadequate to protect the integrity of the table games,

the Tribal Gaming Commission and State Gaming Agency shall promptly in good faith agree on supervisory staffing requirements. If agreement cannot be reached between the Tribal Gaming Commission and the State Gaming Agency, the matter shall be resolved pursuant to Section 31.

(6) The Tribal Gaming Commission shall require the audit of the gaming activities of the Tribe, not less than annually, by an independent certified public accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants, and the provisions of section 23.

(7) The Tribe shall maintain a record of all complimentary services provided to patrons of its gaming facilities, including either the full retail price of such service or item if the same service or items is normally offered for sale to patrons in the ordinary course of business at the gaming facility, or the cost of the service or items to the Tribe if not offered for sale to patrons in the ordinary course of business. If the complimentary service or item is provided to a patron by a third party on behalf of the Tribe, such service or item shall be recorded at the actual cost to the Tribe of

having the third party provide such service or item. A log recording of all such complimentary services shall be available for inspection by the State gaming agency in accordance with this Compact.

(8) No person shall be permitted to bring firearms of any kind into the gaming facility except for members of any State or federal law enforcement agency and the Tribal law enforcement agency.

(9) The Tribal Gaming Operation shall maintain a closed circuit television system. The Tribal Gaming Operation shall provide the State Gaming Agency with copies of its floor plan and closed circuit television system and any modifications thereof for review by the State Gaming Agency.

Section 8: Retention of Rights.

Nothing in this Compact shall be construed:

(A) To affect any rights, powers, duties or abilities of the Tribe or those acting by or under their authority, in, over and to Tribal Land; nor to impair or affect the capacity of the Tribe or those acting by or under their authority to govern their internal economic affairs and the rights and obligations of its citizens except as specifically provided in this Compact;

(B) To subject any property of the Tribe, its agencies or instrumentalities to taxation by the State or political subdivisions thereof, nor to create any tax obligation on the part of the Tribe, its agencies or instrumentalities, by reason of the acquisition, construction, operation of any property or works of whatsoever kind, or to make any payments to the State or political subdivision thereof, State agency, municipality, or entity whatsoever in reimbursement for or charge for loss of taxes, or to create any tax immunities;

(C) To subject any property of the Tribe, its agencies or instrumentalities, to the laws of the State to any other extent than the extent that such laws apply pursuant to the terms of this Compact or under the IGRA.

Section 9: Duration.

This Compact shall remain in full force and effect until one of the following events shall occur:

(A) This Compact is terminated by mutual consent of the parties;

(B) This Compact is determined to be invalid pursuant to a final, nonappealable judgment by a court of competent jurisdiction; or

(C) The Tribe duly adopts a resolution revoking tribal authority to conduct Class III gaming upon the Reservation as provided for in the IGRA.

Section 10: Tribal Regulation of Class III Gaming.

(A) Tribal Gaming Commission. The Tribal Gaming Commission, appointed pursuant to the Tribal Gaming Ordinance, shall have primary responsibility for enforcing Tribal Law with respect to each tribal gaming activity or operation conducted on tribal land pursuant to this Compact, including regulation of any management contractors, manufacturer/distributors and all gaming employees. The Tribal Gaming Commission shall also receive consumer complaints within the gaming facilities and shall assist in seeking voluntary resolution of such complaints.

The Tribal Gaming Commission shall have unfettered access to all areas of the gaming facility at all times, and personnel employed by the Tribal Gaming Operation shall for such purposes provide the Tribal Gaming Commission access to locked and secured areas of the gaming facility.

(B) Tribal Gaming Inspectors.

(1) Employment of Inspectors. The Tribal Gaming Commission shall employ inspectors, each of whom shall be independent of each tribal gaming activity or operation and shall be supervised and accountable only to the Tribal Gaming Commission. Inspectors employed by the Tribal Gaming Commission shall be required to obtain a key gaming employee's license pursuant to this Compact.

(2) Reporting of Violations. At least one (1) tribal gaming inspector shall be present in the gaming facility during all hours of gaming operation, and shall have immediate access to any and all areas of each gaming activity or operation for the purpose of ensuring compliance with this Compact and applicable law. The tribal gaming inspector shall report any violation of this Compact or of applicable law by any person, whether or not such person is associated with any tribal gaming activity or operation, to the Tribal Gaming Commission, which shall forward such report to the State Gaming Agency within 72 hours after such violation is discovered.

(3) Investigation by Tribal Gaming Commission. The Tribal Gaming Commission shall investigate any reported violation of this Compact and shall require that any such violation be corrected upon such terms and conditions as the Tribal Gaming Commission determines to be necessary. If requested by the Tribal Gaming Commission, the State Gaming Agency shall assist in any investigation initiated by the Tribal Gaming Commission and shall provide other requested services to insure proper compliance with this Compact and applicable law. The Tribal Gaming Commission shall impose such fines and other sanctions provided in

the Tribal Gaming Ordinance as the Tribal Gaming Commission determines to be necessary.

(4) Reporting to State Gaming Agency. The Tribal Gaming Commission shall report any suspected violation of this Compact and applicable law to the State Gaming Agency and the State Gaming Agency shall report any suspected violation of this Compact and applicable law to the Tribal Gaming Commission. After the Tribal Gaming Commission has completed its investigation and imposition of any fine or other sanction for a violation, the completed investigation report and such disposition shall be forwarded to the State Gaming Agency immediately. If the State Gaming Agency concludes that the disciplinary action undertaken by the Tribal Gaming Commission is inadequate, it shall so notify the Tribal Gaming Commission and if its response continues to be unsatisfactory the matter shall be resolved pursuant to Section 31.

(C) Tribe to Regulate Gaming. The Tribal Gaming Commission shall license and regulate all Class III gaming pursuant to this Compact and tribal law, including but not limited to, the licensing of all management contractors, primary management officials, key employees and standard gaming employees of each Class III gaming activity or

operation and any manufacturer/distributor which enters into a contract with the Tribe in the amount of $10,000 or more during any one calendar year. Any discrepancy in any gaming activity or operation and any violation of this Compact or applicable law shall be corrected immediately by the Tribe, and shall be reported immediately to the State Gaming Agency.

(D) Facility Security. The Tribe will prepare a plan for the protection of public safety as well as for the physical security of patrons at the gaming facility. This plan shall be developed in consultation and agreement with the State law enforcement agencies, setting forth the respective responsibilities of the Tribal law enforcement agency, the security department reporting to the facility manager and any Tribal casino surveillance department, Tribal Gaming Commission and the State law enforcement agencies.

Section 11: Tribal-State Quarterly Meetings.

In order to develop and foster a positive and effective relationship in the enforcement of this Compact, representatives of the Tribal Gaming Commission and the State Gaming Agency shall meet, on not less than a quarterly basis, to review past practices and examine methods to improve the regulatory program created by this Compact. Meetings shall take place at a location ultimately selected by the Tribal Gaming Commission and the State Gaming Agency. Prior to or during any such meeting, the Tribal Gaming

Commission and the State Gaming Agency shall disclose to each other any concerns, suspected activities or pending matters reasonably believed to constitute violations of this Compact, provided that such disclosure does not compromise the interest sought to be protected.

Section 12: State Enforcement of Compact.

(A) Monitoring. Pursuant to this Compact, the State Gaming Agency and the Kansas Bureau of Investigation shall have the authority to monitor each tribal gaming activity or operation to ensure that the activity or operation is conducted in compliance with this Compact. In order to monitor tribal gaming activities and operations properly, agents of the State Gaming Agency and the Kansas Bureau of Investigation shall, upon providing proper identification, have free and unrestricted access to all areas of the gaming facility during normal operating hours without giving prior notice, provided, that state monitoring activities shall not interfere with the normal functioning of any tribal gaming activity or operation.

(B) Access to Records. Agents of the State Gaming Agency and the Kansas Bureau of Investigation shall have authority to copy and review all records maintained by each tribal gaming activity or operation during normal business hours, provided, that copying and reviewing records shall be reasonably conducted so as not to interrupt normal business

practices of the Tribe. Copies of records obtained pursuant to this Subsection by agents of the State Gaming Agency shall remain the property of the Tribe and shall be considered closed information pursuant to K.S.A. 1992 Supp. 45-221(11) and tribal law. Copies of records obtained pursuant to this Subsection by agents of the Kansas Bureau of Investigation shall remain the property of the Tribe and shall be considered closed information pursuant to K.S.A. 1992 Supp. 45-221(10) and tribal law. Copies of all records obtained pursuant to this Subsection shall not be voluntarily disclosed pursuant to the Kansas Open Records Act, K.S.A 45-216, et seq. In the event that a court action is initiated pursuant to K.S.A. 1992 Supp. 45-222, the Tribe shall be notified and given an opportunity to oppose disclosure. It is agreed by the parties that the records maintained by each tribal gaming activity or operation contain confidential and proprietary financial information and that the intent of this Subsection is to provide information needed by the State to fulfill its obligations under this Compact and state law. Release of such information to private persons or businesses does not promote that intent and violates the privacy of the Tribe.

(C) Notification to Tribal Gaming Commission. At the completion of any inspection or investigation by the State Gaming Agency, a copy of the inspection or investigation

report shall be forwarded to the Tribal Gaming Commission along with recommendations for appropriate action, provided, that the State Gaming Agency and the Kansas Bureau of Investigation shall not be required to reveal sources of information obtained in the course of any such inspection or investigation.

Section 13: Criminal Enforcement.

(A) Indians. Pursuant to 18 U.S.C. § 1166, in enforcing this Compact, the State shall exercise criminal jurisdiction over Indians, provided, that nothing in this Compact shall be construed to diminish the criminal jurisdiction of the State under 18 U.S.C. § 3243 or the concurrent criminal jurisdiction of the Tribe.

(B) Non-Indian. In enforcing the terms and provisions of this Compact the State shall exercise exclusive criminal jurisdiction over non-Indians in accordance with 18 U.S.C. § 1166 and 3243.

(C) Federal Jurisdiction. Nothing contained in this Compact shall deprive the federal courts of any jurisdiction which they might otherwise have.

Section 14: Civil Enforcement.

(A) Tribal Civil Jurisdiction. In enforcing this Compact with respect to all transactions or activities which

relate to Class III gaming on the Reservation, the Tribe shall exercise civil jurisdiction over Indians and non-Indians.

(B) No Waiver of Sovereign Immunity. Nothing in this section shall be deemed to be a waiver of the sovereign immunity of the Tribe or the State.

Section 15: Cross-Deputization Agreement.

To the extent permitted by law, the Tribe and the State agree to enter into such cross-deputization agreements as may be necessary and proper to facilitate cooperation between tribal and state law enforcement personnel.

Section 16: Licensing and Background Investigation of Gaming Employees.

(A) License Required of Gaming Employees. Every gaming employee and Tribal Gaming Inspector who participates in any Class III gaming pursuant to this Compact must be licensed by the Tribe.

(B) Background Investigation of Key Employees and Standard Gaming Employees. The Tribe, prior to hiring an applicant for a position as a key or standard gaming employee, shall obtain a release, utilizing the privacy notice required by regulations of the Indian Gaming Commission, and other information from the applicant to permit the State to conduct a background investigation upon the applicant. The application and release and, for a key employee, an investigation deposit

of $3,000, shall be provided to the State Gaming Agency, which shall provide for the conduct of a background investigation and provide a written report to the Tribe regarding the applicant as soon as possible after such request but in any event within 90 days of receipt of such request, provided, that the State Gaming Agency and the Kansas Bureau of Investigation shall not be required to reveal sources of information obtained in the course of any such inspection or investigation; failure of the State Gaming Agency to do so shall constitute State assent to issuance of a temporary license pending completion of the investigation. The Tribe may employ any person as a gaming employee who represents in writing that he meets the licensing standards of Section 21, provided, that any employee found to be in violation of any of such licensing standards during the term of his employment shall be dismissed. Criminal history data compiled by the Kansas Bureau of Investigation on each such prospective employee shall, subject to applicable state and federal law, be provided to the Tribe as part of the report regarding such applicant and to the Chief, Division of Law Enforcement Service, Bureau of Indian Affairs who shall maintain a control file of this information, provided, that the State Gaming

Agency and the Kansas Bureau of Investigation shall not be required to reveal sources of information obtained in the course of any such background investigation.

(C) Background Investigation Standards. Background investigations conducted pursuant to this Section shall be conducted pursuant to the Background Investigation Standards attached hereto as Appendix C. Notwithstanding and in addition to any other provision of the Compact, background investigations shall be conducted upon every person and entity specified in, and to the extent required by, the regulations of the Indian Gaming Commission.

(D) Investigation of Non Gaming Employees. The Tribal Gaming Commission may investigate suspected misconduct of employees of the gaming facility who are not gaming employees but who are employed in ancillary facilities located within the same building as the gaming facility. If the Tribal Gaming Commission determines that the conduct of any employee in the course of employee's employment in such ancillary facilities poses a threat to the effective regulation of gaming or creates or enhances the dangers of unfair or illegal practices, methods and activities in the conduct of gaming, such employee shall be dismissed by the Tribe from such employment with notification to the State Gaming Agency.

Section 17: Licensing of Management Contractors, Primary Management Officials and Manufacturer/Distributors.

(A) Tribal License Required. Every management contractor, and every primary management official thereof, which enters into a contract with the Tribe to manage any Class III gaming, and any manufacturer/distributor which enters into a contract with the Tribe in the amount of $10,000 or more during any one calendar year, must be licensed by the Tribe.

(B) Background Investigation Prior to Contract. The Tribe, prior to contracting with any management contractor with respect to any Class III gaming, or with any manufacturer/distributor for a contract in the amount of $10,000 or more during any one calendar year, shall obtain releases, utilizing the privacy notice required by regulations of the Indian Gaming Commission, and all other information from any such prospective management contractor, primary management official and principal thereof or manufacturer/distributor to permit the State to conduct a background investigation upon any such management contractor, primary management official and principal, or manufacturer/distributor. The information, together with an investigation deposit of $3,000, shall be provided in writing to the State Gaming Agency which shall provide for the conduct

of the background investigation and provide a written report to the Tribe regarding the applicant as soon as possible after such request, but in any event within 90 days of receipt of such request, provided, that the State Gaming Agency and the Kansas Bureau of Investigation shall not be required to reveal sources of information obtained in the course of any such background investigation; failure of the State Gaming Agency to do so shall constitute State assent to issuance of a temporary license pending completion of the investigation. The Tribe shall not contract with any management contractor, any primary management official or principal thereof or manufacturer/distributor which does not meet the licensing standards set forth in Section 21. Criminal history data compiled by the Kansas Bureau of Investigation on each such management contractor, primary management official and principal or manufacturer/distributor shall, subject to applicable state and federal law, be provided to the Tribe as part of the report regarding such applicant, provided, that the State Gaming Agency and the Kansas Bureau of Investigation shall not be required to reveal sources of information obtained in the course of any such background investigation.

Section 18: Relevant Information.

In the case of a background investigation of any applicant for a tribal license, a sworn statement of the applicant shall include:

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

(2) Currently and for the previous 5 years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers license numbers;

(3) 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 Subsection (2);

(4) Current business and residence telephone numbers;

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

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

(7) 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;

(8) 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;

(9) For each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations) within 10 years of the date of the application, the name and address of the court involved and the date and disposition;

(10) For each criminal charge (including minor traffic charges) whether or not there is a conviction, if such criminal charge is within 10 years of the date of the application and is not otherwise listed pursuant to Subsection (8) or (9), the criminal charge, the name and address of the court involved and the date and disposition;

(11) 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;

(12) A photograph;

(13) The applicant's commitment to provide any other information the Tribe, the Indian Gaming Commission or, whenever applicable, the State, deems relevant;

(14) Fingerprints consistent with procedures adopted by the Tribe consistent with regulations of the Indian Gaming Commission; and

(15) All requested financial information consistent with IGRA requirements.

Section 19: Identification Cards.

The Tribal Gaming Commission shall require all gaming employees to wear, in plain view, identification cards issued by the Tribal Gaming Commission which include photo, first name and a four digit identification number unique to the individual, a tribal seal or signature, and a date of expiration.

Section 20: Management Contract.

The Tribe may enter into a management contract for the operation and management of each Class III gaming activity or operation pursuant to the requirements and provisions of the IGRA. The Tribe shall provide the Tribal Gaming Commission and the State Gaming Agency with copies of the proposed management contract as submitted to the Indian Gaming Commission, and all correspondence and other documentation submitted to the Indian Gaming Commission in connection with the management contract at the time such management contract is submitted to the Indian Gaming Commission, and shall provide the Tribal Gaming Commission and the State Gaming

Agency with copies of the statement of approval or disapproval of the management contract from the Chairman of the Indian Gaming Commission upon its receipt.

Section 21: Denial of License Application for Cause.

The Tribe shall deny a license to any applicant whenever the applicant or any person with a 5% or more ownership interest therein:

(A) Has withheld pertinent information or has made false statements on the gaming license application;

(B) Has attempted to bribe a Council member, Tribal Gaming Commission member or any other person in an attempt to avoid or circumvent tribal law or any other applicable law;

(C) Has offered something of value or accepted a loan, financing or other thing of value from a Tribal Gaming Commission member, a subordinate employee or any person participating in any gaming activity;

(D) Has knowingly promoted, played or participated in any gaming activity operated in violation of tribal law;

(E) Has been knowingly involved in the falsification of books or records which relate to a transaction connected with the operation of gaming activity;

(F) Has been convicted of, or has entered a plea of nolo contendre to, any crime involving gaming or embezzlement;

(G) Has been determined by the Tribal Gaming Commission, the Indian Gaming Commission or the State Gaming Agency to have present or prior activities, criminal record, if any, or reputation, habits and associations which pose a threat to the public interest or to the effective regulation of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices in the conduct of gaming, provided, that any conviction more than five years before the commencement of employment of the Tribe shall not be considered under this Subsection.

(H) Has denied the Tribe or the State access to any place at which gaming required to be licensed under this Compact is being conducted or who has failed to produce for inspection or audit any book, record, document or other item required by this Compact or any regulations promulgated pursuant to this Compact;

(I) Has failed to pay any tribal taxes and additions to taxes, including penalties and interest;

(J) Has been found guilty of any violation or attempt or conspiracy to violate any law, rule or regulation pertaining to gaming in any jurisdiction for which suspension or termination of employment or a license might be imposed in such jurisdiction; or

(K) Has been suspended from operating any gaming in another jurisdiction or who has had a license to conduct such gaming canceled, revoked, suspended or limited for any reason.

If the Tribe declines to deny a license as required herein, the State may seek resolution of the matter pursuant to Section 31.

Section 22: Revocation or Suspension of License for Cause.

The Tribe shall revoke or suspend a license of any licensee whenever the licensee or any person with a five percent or more interest therein, in applying for or after issuance of such license:

(A) Has withheld pertinent information or has made false statements on the gaming license application;

(B) Has attempted to bribe a Council member, Tribal Gaming Commission member or any other person in an attempt to avoid or circumvent this tribal law or any other applicable law;

(C) Has offered something of value or provided a loan, financing or other thing of value to a Tribal Gaming Commission Member, a subordinate employee or any other person participating in any tribal gaming activity.

(D) Has knowingly promoted, played or participated in any gaming activity operated in violation of tribal law;

(E) Has been knowingly involved in the falsification of books or records which relate to a transaction connected with the operation of gaming activity;

(F) Has violated any provision of the applicable Tribal Gaming Ordinance;

(G) Has been convicted of, or has entered a plea of nolo contendre to, any crime involving gaming, or embezzlement;

(H) Has been determined by the Tribal Gaming Commission, the Indian Gaming Commission or the State Gaming Agency to have present or prior activities, criminal record, if any, or reputation, habits and associations which pose a threat to the public interest or to the effective regulation of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices in the conduct of gaming, provided, that any conviction more than five years before the commencement of employment of the Tribe shall not be considered under this Subsection.

(I) Has denied the Tribe or the State access to any place at which gaming required to be licensed under this Compact is being conducted or who has failed to produce for inspection or audit any book, record, document or other item required by this Compact or any regulations promulgated pursuant to this Compact;

(J) Has failed to pay any tribal taxes and additions to taxes, including penalties and interest; or

(K) Has been suspended from operating any gaming in another jurisdiction or who has had a license to conduct such gaming canceled, revoked, suspended or limited for any reason.

If the Tribe declines to revoke a license as required herein, the State may seek resolution of the matter pursuant to Section 31.

Section 23: Accounting and Audit Procedures.

As required by the IGRA, the Tribe shall engage an independent certified public accountant to audit the books and records of all gaming conducted pursuant to this Compact and shall make copies of the audit and all current internal accounting and audit procedures available to the State Gaming Agency upon written request. The Tribe shall permit representatives of the State Gaming Agency to consult with the auditors before or after any audits or periodic checks on procedures which may be conducted by the auditors, and shall allow the State Gaming Agency to submit written or oral comments or suggestions for improvements regarding the accounting and audit procedures. In addition to the annual audit required pursuant to the IGRA, the State shall have the right to conduct a separate annual audit at its own expense, provided that such audit shall be reasonably conducted so as not to interrupt normal business practices of the Tribe.

Section 24: Tribal Records.

In addition to the records required to be created/maintained by §7(B), the Tribe shall maintain for three years the following listed records. All accounting records shall be kept on a double entry system of accounting, maintaining detailed, supporting, subsidiary records. Records shall include:

(A) Revenues, expenses, assets, liabilities and equity for the facility at which any component of each gaming activity or operation is conducted;

(B) Daily cash transactions for each game at the facility at which any gaming activity or operation is conducted, including but not limited to transactions relating to each gaming table bank, game drop box and gaming room bank;

(C) Individual and statistical game records to reflect statistical drop, statistical win, statistical drop by table for each game, and individual and statistical game records reflecting similar information for all other games;

(D) For electronic gaming equipment, analytic reports which, by each machine, compare actual hold percentages to theoretical hold percentages;

(E) Records of all tribal enforcement activities;

(F) All audits prepared by or on behalf of the Tribe;

(G) All returned checks, hold checks or other similar credit instruments;

(H) Personnel information on all principals and gaming employees of any gaming activity or operation, including rotation sheets, hours worked, employee profiles and background checks.

Section 25: State Assessment for Costs of Oversight.

(A) Imposition of Assessment for State Regulatory Expenditures. The State shall annually make an assessment sufficient to compensate the State for the reasonable and necessary costs of regulating Class III gaming pursuant to this Compact. Reimbursable regulatory expenses under this Section shall include all necessary regulatory costs of the State Gaming Agency, the Kansas Bureau of Investigation, and the cost of tuition, room, board and all necessary instructional supplies and material for any tribal member attending the Law Enforcement Training Center, and the Highway Patrol Training Center as provided by statutes of the State.

(B) Procedure for Assessments. On or before August 1st, annually, the State shall render to the Tribe a verified, detailed statement of expenses with supporting documentation of the total cost of regulation for the preceding fiscal year ending June 30, together with proposed assessments for the forthcoming fiscal year based on the preceding fiscal year's cost, except that in the first year of this Compact the assessment shall be prospective and based upon a pro rata

allocation of costs if this Compact becomes operative in the course of a fiscal year, and shall be established after consultation with the Tribe. On September 1st annually, the State, after receiving any objections to the proposed assessments and making such changes or adjustments as may be indicated, shall assess the Tribe for the costs of regulation. The Tribe shall thereafter make a payment representing one-third of the assessment within a 20-day period, and shall make payments thereafter on January 1st and April 1st annually.

(C) Procedure for Appeal of Assessments. If the State or the Tribe is aggrieved because of any assessment levied pursuant to this Compact, it may, within 31 days from the time provided for the payment of such assessment, elect to resolve the matter pursuant to Section 31.

(D) Adjustment of Excess Assessments. In the event the arbitrators find that the total assessment paid by the Tribe during any fiscal year of the State is less than or exceeds the reasonable and necessary costs of regulating gaming operations pursuant to this Compact during such fiscal year, then the State shall adjust the assessment for the succeeding fiscal year in the amount necessary to offset such shortage or excess assessment. If the State or the Tribe is aggrieved because of any failure by the State to make such an adjustment

or the Tribe 's failure to pay the adjusted amount, any claim for such adjustment shall be presented in the appeal of the assessment as provided in Section 31.

(E) Adjustment for Termination of Regulatory Oversight. If the State ends regulatory oversight during the course of a fiscal year in accordance with the terms of this Compact, then there shall be a pro rata adjustment to the assessment made by the State in accordance with Subsections 25(A) and 25(D).

Section 26: Public Health and Safety.

(A) Compliance. The construction, maintenance and operation of the tribal gaming facility shall comply with the then most recent edition of.

(1) The Uniform Building Code;

(2) The Uniform Mechanical Code;

(3) The Uniform Plumbing Code;

(4) The Uniform Fire Code;

(5) The National Electric Code;

(6) The Americans With Disabilities Act;

(7) Public health standards for food and beverage handling in accordance with United States Public Health Service requirements; and

(8) Other applicable local building codes and standards.

(B) Emergency Service Accessibility. The Tribal Gaming Commission shall make provisions for adequate emergency accessibility and service.

(C) Alcoholic and Cereal Malt Beverages. No alcoholic or cereal malt beverages shall be served or consumed on any gaming floor, nor anywhere within the gaming facility between the hours of 2:00 a.m. and 9:00 a.m. Sale, possession and consumption of alcoholic and cereal malt beverages in the gaming facility shall be regulated pursuant to state law as provided in 18 U.S.C. 1161.

(D) Unemployment Compensation; Workers Compensation. All key employees, standard gaming employees and non-gaming employees shall be covered by Unemployment Compensation and Workers Compensation benefits equivalent to that provided by state law.

(E) Consultation With Local Authorities. The Tribe shall consult with appropriate state and county officials concerning maintenance and safety of roads, bridges and other infrastructure made necessary by implementation of this Compact.

Section 27: Contribution to Local Government.

Upon mutual consultation and agreement between the Tribe and the state and local governments, the Tribe agrees that certain related costs of the operation of the Class III gaming facility may

be paid for from the operating revenues of this facility. Such costs shall be limited to the cost of increased police patrol and necessary road improvements.

Section 28: Use of Net Revenues.

Net revenues from each Class III gaming activity or operation pursuant to this Compact shall be used only for the following purposes:

(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 purposes permitted under the IGRA.

Section 29: Tribal Authority in the Event that the State Declines to Exercise Jurisdiction.

(A) Default Authority of Tribal Gaming Commission. In the event that the State fails to designate a State Gaming Agency or declines to exercise any portion of the authority vested in the State Gaming Agency pursuant to this Compact, then the Tribal Gaming Commission shall exercise such authority and carry out the responsibilities set forth therein until and unless the State advises the Tribe in writing that

it has designated such a State Gaming Agency and is prepared to exercise such authority; upon such written notice, all responsibility of the State provided for in this Compact shall automatically vest exclusively in such State Gaming Agency.

(B) Default Authority of Tribal Law Enforcement Agency. In the event that the State declines to exercise any law enforcement responsibilities vested in it pursuant to this Compact, then the Tribe, in conjunction with the federal government, shall carry out such responsibility until and unless the State advises the Tribe in writing that it agrees to exercise such responsibility; upon such written notice, all such law enforcement responsibility of the State provided for in this Compact shall automatically vest exclusively in the State.

Section 30: Notices.

Unless otherwise indicated differently, all notices, payments, requests, reports, information or demand which either party hereto may desire or may be required to give to the other, shall be in writing and shall be personally delivered or sent by telegram or first class certified or registered United States Mail, postage prepaid, return receipt requested, and sent to the other party at its address appearing below or such other address as any Party shall hereinafter inform the other party hereto by written notice given as aforesaid:

Notice to the Tribe shall be sent to:

Iowa Tribe of Kansas and Nebraska
Route 2, Box 58A
White Cloud, KS 66094; and,

Stephen D. McGiffert
McDowell, Rice & Smith, a
Professional Corporation
7101 College Blvd., Suite 200
Overland Park, KS 66210

Notice to the State shall be sent to:

Governor's Office
State Capitol Building
Topeka, Kansas 66612; and,

Attorney General
2nd Floor
Kansas Judicial Center
Topeka, Kansas 66612-1597,

Provided, that notice to the State shall be sent instead to the State Gaming Agency after the Tribe is notified to do so in writing either by the Governor or by the Attorney General. Every notice, payment, request, report, information or demand so given shall be deemed effective upon receipt, or if mailed, upon receipt or the expiration of the third day following the day of mailing, whichever occurs first, except that any notice of change of address shall be effective only upon receipt by the party to whom said notice is addressed.

Section 31: Dispute Resolution.

(A) General. Each party warrants that it will use its best efforts to negotiate an amicable resolution of any

dispute between the Tribe and the State arising from this Compact whether as to the construction or operation thereof or the respective rights and liabilities of the Tribe and the State thereunder. If the Tribe and the State are unable to negotiate an amicable resolution of a dispute within a reasonable period of time deemed to be not less than 14 days, either party may refer the matter to arbitration under this Section.

(B) Arbitration. Arbitration may be initiated by written notice pursuant to Section 30 hereof. Within seven days thereafter, each party shall notify the other party of its nominee for an arbitrator. If the Tribe and the State can agree upon the nomination of a single arbitrator for the dispute, such person shall serve as sole arbitrator of the dispute. If the Tribe and the State do not agree upon the nomination of a single arbitrator, each party's nominee shall serve as arbitrator upon a panel of three, and those two arbitrators shall nominate the third to serve with them. In the event the two arbitrators fail for any reason to name the third arbitrator within two weeks after the nomination of the last nominated one of them, either nominee shall be entitled to ask the American Arbitration Society to name the third arbitrator. The arbitrators shall commence proceedings within 30 days after their appointment, and hold proceedings

providing each party a fair opportunity to present its side of the dispute, together with any documents or other evidence relevant to resolution of the dispute. The arbitration decision shall be signed by the arbitrators and shall be made within 30 days after all evidence relevant to resolution of the dispute has been received by the arbitrators, but no later than 45 days after proceedings are commenced. The arbitration decision shall be final and binding upon the Tribe and the State unless, during or following completion of the arbitration proceedings, the Tribe and the State have met and arrived at a different settlement of the dispute.

(C) Enforcement. If enforcement of a settlement or arbitration decision becomes necessary by reason of failure of one or both parties to implement its terms voluntarily, or if one of the parties refuses to participate in arbitration as provided in this Section and the other party seeks enforcement of any provision of this Compact, the Tribe and the State agree that the matter may be resolved by judicial resolution and enforcement and that venue for judicial resolution and enforcement shall be in the United States District Court for Kansas pursuant to the specific provisions of this Section.

(D) Expenses of Dispute Resolution or Judicial Enforcement Between the Tribe and the State. The reasonable expenses of dispute resolution by arbitration or judicial

enforcement between the Tribe and the State under this Section shall be paid by the losing party unless the parties agree otherwise.

(E) Limited Waiver of Sovereign Immunity By the Tribe and Rights to Tribal Remedies. The Tribe hereby waives its sovereign immunity, its right to require exhaustion of tribal remedies, and its right to seek tribal remedies with respect to any dispute over this Compact, effective only if the Tribe fails to implement the terms of a settlement or arbitration voluntarily or refuses to participate in arbitration, and subject to the following specific limitations:

(1) Limitation of Claims. The waiver granted herein shall encompass only claims for equitable remedies, state assessments for costs of oversight provided in Section 25 and reasonable expenses of dispute resolution by arbitration or judicial enforcement provided in this Section, but shall not otherwise encompass claims which seek monetary relief, including but not limited to damages, penalties or attorneys fees.

(2) Time Period. The waiver granted herein shall commence as of the Effective Date of this Compact and shall continue until the date of its termination or

cancellation, except that the waivers shall remain effective for any proceedings then pending, and all appeals therefrom.

(3) **Recipient of Waiver.** The waiver of sovereign immunity is limited to the State.

(4) **Federal Question.** The Tribe and the State agree that judicial resolution and enforcement of any dispute between the Tribe and the State regarding this Compact or a settlement or arbitration decision with respect thereto, involves questions of federal law.

(5) **Applicable Law.** The law governing any such suit shall be limited to applicable federal law, the common law of the United States, any State law made applicable by the IGRA and tribal law as interpreted by the Tribal Courts.

(6) **Service of Process.** In any such suit, service on the Tribe shall be effective if made by certified mail, return receipt requested, to the Chairperson of the Tribe at the address set forth in Section 30.

(7) **Enforcement.** The Tribe agrees to waive its sovereign immunity from a judgment or order which is final because either the time for appeal thereof has expired or the judgment or order is issued by a court having final appellate jurisdiction over the matter. The

Tribe agrees to accept and be bound by any order or judgment of the United States District Court for Kansas or any other court having appellate jurisdiction over such Court. Further, the Tribe waives its sovereign immunity as to enforcement in any federal court of any such final judgment against the Tribe.

(F) Property and Funds Pledged and Assigned By the Tribe to Satisfy Enforcement Proceedings; Limitation Upon Enforcement.

(1) Property and Funds Pledged and Assigned. Property and funds specifically pledged and assigned to satisfy any dispute resolution by arbitration or enforcement proceedings pursuant to this Section shall comprise only the following:

(a) All assets of any enterprise established by the Tribe to operate any Class III gaming activity or operation pursuant to this Compact;

(b) The distributable share of Net Profit of the Tribe from any such enterprise, any other Class III gaming activity or operation of the kind contemplated hereunder and any future Class III gaming activity or operation of the kind contemplated hereunder which is operated by or for the Tribe; provided that none of the above shall

include any property held in trust for the Tribe by the United States.

(2) Limitation Upon Enforcement Against the Tribe. Any award against the Tribe shall be satisfied solely from assets specified in Subsection 31(F)(1) and shall not constitute a lien upon or be collectable from any other income or assets of the Tribe, except with the Tribe's consent. Specifically, except as provided above, no award for damages, interest, attorneys fees or costs may ever be satisfied pursuant to this partial waiver of sovereign immunity against any other assets of the Tribe, its subordinate entities or officials, including money or real and personal property of every kind or description, whether on or off tribal land, derived from any source whatever other than any Class III gaming activity or operation which is operated by or for the Tribe pursuant to this Compact.

(G) Guarantee of Tribe Not To Revoke Waiver of Sovereign Immunity. The Tribe agrees not to revoke its waiver of sovereign immunity contained in this Section. In the event of any such revocation, the State may, at its option, declare this Compact terminated for breach by the Tribe.

(H) Credit of the Tribe. Except as provided in this Section, this waiver of sovereign immunity shall not implicate or in any way involve the credit of the Tribe.

(I) Waiver of Sovereign Immunity By the State. The State hereby waives its sovereign immunity, effective only if the State fails to implement the terms of a settlement or arbitration voluntarily or refuses to participate in arbitration pursuant to this Compact, and subject to the specific limitations provided in Section 31 , Subsections E (1), (2) and (3).

Section 32: Reservation of Rights under the Indian Gaming Regulatory Act.

(A) Tribal Right to Additional Compacts. The Tribe and the State agree that by entering into this Compact, the Tribe shall not be deemed to have waived its right to initiate and pursue the procedures provided by the IGRA if the State should refuse to enter into another Compact with respect to other forms of Class III gaming, and neither the Tribe nor the State shall be deemed to have waived any rights, arguments or defenses applicable to such a procedure.

(B) Status of Class II Gaming. Nothing in this Compact shall be deemed to affect the operation by the Tribe of any Class II gaming activity or operation as defined in the IGRA, whether conducted within or without the gaming facility, or to

confer upon the State any jurisdiction over such Class II gaming activity or operation conducted by the Tribe on its respective reservations, including the use of electronic, computer, or other technologic aids used in connection with Class II gaming, as authorized by the IGRA and regulations of the Indian Gaming Commission.

(C) Taxation by the State. Nothing in this Compact shall be deemed to authorize the State to impose any tax, fee, charge or assessment upon the Tribe, any management contractor or any gaming activity or operation except for the reimbursement of expenses expressly authorized pursuant to Section 25 of this Compact, nor to diminish the State's right to tax as provided by applicable federal and state law. However, to the extent that the Tribe is required under federal law to withhold federal income tax from gaming winnings, the Tribe agrees to withhold state individual income tax from gaming winnings of non-Indians in the amounts set forth in applicable Kansas law and to furnish the State with copies of all reports of gaming winnings which the Tribe is required by federal law to furnish to the Internal Revenue Service.

(D) Preservation of Tribal Self-Government. Nothing in this Compact shall be deemed to authorize the State to regulate in any manner the government of the Tribe, including

the Tribal Gaming Commission, or to interfere in any manner with the Tribe's selection of governmental officers including members of the Tribal Gaming Commission.

Section 33: Entire Agreement.

This Compact is the entire agreement between the parties and supersedes all prior agreements whether written or oral, with respect to the subject matter hereof. Neither this Compact nor any provision herein may be changed, waived, discharged, or terminated orally, but only by an instrument in writing.

Section 34: No Assignment.

Neither the State nor the Tribe may assign any of its rights, title, or interest in this Compact, nor may either delegate any of its respective obligations and duties except as expressly provided herein. Any attempted assignment or delegation in contravention of the foregoing shall be void.

Section 35: Amendment.

The Tribe and the State, through the Governor or the Legislature by concurrent resolution, may request negotiations to amend, modify or replace this Compact. In the event either wishes to do so, such party shall notify the other of provisions which it believes require amendment. In the event of such a request, this Compact shall remain in effect until amended, modified or replaced. Such notice shall be in writing and shall be sent by certified mail to the Chairperson of the Tribe, the Director of the State Gaming

Agency or any other appropriate governmental official of either. Upon receipt of such notice, the parties shall engage in good faith efforts, to resolve the issues identified in the notice. The parties shall have 180 days to negotiate amendments and all further procedures and remedies available under the IGRA shall apply. The State and the Tribe may agree to extend the 180-day period without prejudice to the rights of either party.

Section 36: Singular and Plural.

Wherever referred to herein, terms designated by the singular shall include the plural and the plural shall include the singular.

Section 37: Date of Laws Adopted Herein.

Except as provided otherwise in Subsections 3(D) and 26(A) laws adopted herein are adopted as of the Effective Date of this Compact.

Section 38: Consistency With State Statutes.

Notwithstanding any provision of statutes of the State, and consistent with the IGRA and this Compact, no person or entity which engages in any gaming in accordance with this Compact and the IGRA shall be in violation of any state gaming statute, criminal or civil.

Section 39: 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.

Section 40: Authority to Execute.

Each of the undersigned represents that he is duly authorized and has the authority to execute this Compact on behalf of the party for whom he is signing.

IN WITNESS WHEREOF, the parties hereto have caused this Compact to be executed as indicated below.

Iowa Tribe of Kansas and Nebraska

Leon Campbell, Chairman

Date: 5-3-95

State of Kansas

Bill Graves, Governor

Date: 5/4/95

BY: Ada E. Deer
ADA E. DEER
ASSISTANT SECRETARY - INDIAN AFFAIRS

DATE: JUN 2 3 1995

APPENDIX A

STANDARD OF OPERATION AND MANAGEMENT FOR CLASS III ACTIVITIES

TABLE OF CONTENTS

I. Definitions . . . . . Page 1

A. Accounting Department . . . . . Page 1
B. Cage Cashiers . . . . . Page 1
C. Cash Equivalent . . . . . Page 1
D. Chief Operating Officer . . . . . Page 1
E. Closer . . . . . Page 1
F. Tribal Gaming Commission . . . . . Page 1
G. Compact . . . . . Page 1
H. Credit Slip . . . . . Page 1
I. Drop Box . . . . . Page 1
J. Fill Slip . . . . . Page 2
K. Gaming Facility . . . . . Page 2
L. Gaming Facility Supervisor . . . . . Page 2
M. Imprest Basis . . . . . Page 2
N. Incompatible Function . . . . . Page 2
O. Independent Accountant . . . . . Page 2
P. Inspector . . . . . Page 2
Q. Master Game Report . . . . . Page 2
R. Opener . . . . . Page 2
S. Pit . . . . . Page 2
T. Request for Credit . . . . . Page 3
U. Request for Fill . . . . . Page 3
V. Security Department Member . . . . . Page 3
W. State Gaming Agency . . . . . Page 3
X. Table Game Drop . . . . . Page 3
Y. Table Game Win or Loss . . . . . Page 3
Z. Tribal Gaming Operation or Gaming Operation . . . . . Page 3

II. Accounting Records . . . . . Page 3

III. System of Internal Control . . . . . Page 4

IV. Forms, Records, Documents and Retention . . . . Page 5

V. Annual Audit and Other Reports . . . . . Page 6

VI. Closed-Circuit Television System . . . . . Page 7

VII. Organization of the Tribal Gaming Operation . . Page 8

VIII. Personnel Assigned to the Operation and Conduct or Class Ill Gaming Activities . . . . Page 11

IX. Cashier's Cage . . . . . Page 12

X.	Accounting Controls Within the Cashier's Cage	Page 13
XI.	Drop Boxes	Page 14
XII.	Drop Boxes, Transportation To and From Gaming Stations and Storage in the Count Room	Page 15
XIII.	Procedure for Exchange of Checks Submitted by Gaming Patrons	Page 15
XIV.	Procedure for Depositing Checks Received from Gaming Patrons	Page 17
XV.	Procedure for Collecting and Recording Checks Returned to the Gaming Operation After Deposit	Page 17
XVI.	Procedure for Accepting Cash at Gaming Stations	Page 18
XVII.	Acceptance of Gratuities from Patrons	Page 18
XVIII.	Adoption of Rules for Class III Activities	Page 18
XIX.	Station Inventories and Procedure for Opening Stations for Gaming	Page 18
XX.	Procedure for Distributing Gaming Chips and Coins to Gaming Stations	Page 20
XXI.	Procedure for Removing Gaming Chips and Coins from Gaming Stations	Page 23
XXII.	Procedure for Shift Changes at Gaming Stations	Page 25
XXIII.	Procedure for Closing Gaming Stations	Page 26
XXIV.	Count Room: Characteristics	Page 27
XXV.	Procedure for Counting and Recording Contents of Drop Boxes	Page 28
XXVI.	Signatures	Page 32

APPENDIX A

STANDARD OF OPERATION AND MANAGEMENT FOR CLASS III ACTIVITIES

I. **Definitions.** In these standards, unless the context indicates otherwise:

A. **Accounting Department.** "Accounting Department" is that established in the tribal gaming operation's system in accordance with these standards;

B. **Cage Cashiers.** "Cage Cashiers" are the cashiers performing any of the functions in the Cashier's Cage as set forth in these standards;

C. **Cash Equivalent.** "Cash Equivalent" means a treasury check, personal check, travelers check, wire transfer of funds, money orders, certified check, cashiers check, a check drawn on the tribal gaming operation payable to the patron or to the tribal gaming operation, or voucher recording cash drawn against a credit card or charge card;

D. **Chief Operating Officer.** "Chief Operating Officer" is the senior executive of the tribal gaming operation exercising the overall management or authority over all the operations of the tribal gaming operation and the carrying out by employees of the tribal gaming operation of their duties;

E. **Closer.** "Closer" means the original of the table inventory slip upon which each table inventory is recorded at the end of each shift;

F. **Tribal Gaming Commission.** "Tribal Gaming Commission" means the Tribal Gaming Commission established by the Tribe as the agency primarily responsible for regulatory oversight of Class III gaming conducted pursuant to the Class III Gaming Compact between the Iowa Tribe of Kansas and Nebraska and the State of Kansas.

G. **Compact.** "Compact" means the Iowa Tribe of Kansas and Nebraska - Kansas Gaming Compact adopted pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. § 2701-2721;

H. **Credit Slip.** "Credit Slip" (known as a "Credit") is the document reflecting the removal of chips and coins from a gaming station in accordance with these standards;

I. **Drop Box.** "Drop Box" is the metal container attached to a gaming station for deposit of cash and certain documents received at a gaming station as provided by these standards;

J. Fill Slip. "Fill Slip" (known as a "Fill") is the document reflecting the distribution of gaming chips and coins to a gaming station as provided in these standards;

K. Gaming Facility. "Gaming Facility" means any building, room or rooms in which Class III gaming as authorized by the Compact is conducted;

L. Gaming Facility Supervisor. "Gaming Facility Supervisor" means a person in a supervisory capacity and required to perform certain functions under these standards, including, but not limited to, Pit Bosses, Gaming Facility Shift Managers, the Assistant Gaming Facility Manager and the Gaming Facility Manager;

M. Imprest Basis. "Imprest Basis" means the basis on which Cashier's Cage funds are replenished from time to time by exactly the amount of the net expenditures made from the funds and amounts received and in which a review of the expenditure is made by a higher authority before replenishment;

N. Incompatible Function. "Incompatible Function" means a function, for accounting and internal control purposes, that places any person in a position to both perpetrate and conceal errors or irregularities in the normal course of his or her duties. Anyone both recording transactions and having access to the relevant assets is in a position to perpetrate errors or irregularities;

O. Independent Accountant. "Independent Accountant" means an independent certified public accountant suitably qualified and sufficiently independent to act as auditor of the tribal gaming operation;

P. Inspector. "Inspector" means an employee of the Tribal Gaming Commission duly appointed by the agency as an inspector;

Q. Master Game Report. "Master Game Report" means a record of the computation of the win or loss for each gaming station, each game, and each shift;

R. Opener. "Opener" means the duplicate copy of the table inventory slip upon which each table inventory is recorded at the end of each shift and serves as the record of each table inventory at the beginning of the next succeeding shift;

S. Pit. "Pit" means the area enclosed or encircled by an arrangement of gaming stations in which gaming facility personnel administer and supervise the games played at the tables by the patrons located on the outside parameter of the area;

T. Request for Credit. "Request for Credit" is the document reflecting the request for the distribution of gaming chips and coins to a gaming station as provided in these standards;

U. Request for Fill. "Request for Fill" is the document reflecting the request for the distribution of gaming chips and coins to a gaming station as provided in these standards;

V. Security Department Member. "Security Department Member" means any person who is a member of the Security Department as provided in the organization of the tribal gaming operation in accordance with these standards;

W. State Gaming Agency. "State Gaming Agency" means such agency of the State of Kansas as the State of Kansas may designate as the state agency responsible for oversight of Class III gaming conducted pursuant to the Iowa Tribe of Kansas and Nebraska - Kansas Gaming Compact;

X. Table Game Drop. "Table Game Drop" means the sum of the total amounts of currency and coin removed from a drop box;

Y. Table Game Win or Loss. "Table Game Win or Loss" is determined by adding the amount of cash or coin, the amount recorded on the closer, removed from a drop box, plus credits, and subtracting the amount recorded on the opener and the total of the amounts recorded on fills removed from a drop box;

Z. Tribal Gaming Operation or Gaming Operation. "Tribal Gaming Operation or Gaming Operation" means any enterprise owned by the Tribe on Reservation lands located within the boundaries of the State of Kansas for the conduct of Class III gaming in any gaming facility;

II. Accounting Records.

A. In addition to those records required to be created or maintained by the terms of the Compact, the tribal gaming operation shall maintain complete, accurate and legible records of all transactions relating to the revenues and costs of the gaming operation.

B. General accounting records shall be maintained on a double entry system of accounting with transactions recorded on the accrual basis, and shall include detailed, supporting, subsidiary records sufficient to support the subsidiary records and to meet the requirements of paragraph 11d.

C. The forms of accounts adopted should be of a standard form which would ensure consistency, comparability, and effective disclosure of financial information.

D. The detailed, supporting and subsidiary records shall include, but not necessarily be limited to:

1. Records of all patrons' checks initially accepted, deposited, and returned as "Uncollected", and ultimately written off as "Uncollectible";

2. Statistical game records to reflect drop and win amounts for each station, for each game, and for each shift;

3. Records of investments in property and services, including equipment used directly in connection with the operation of Class Ill gaming;

4. Records of amounts payable by the tribal gaming operation; and

5. Records which identify the purchase, receipt and destruction of gaming chips used in wagering;

6. Revenues, expenses, assets, liabilities and equity for each facility at which any component of each gaming activity or operation is conducted;

7. Daily cash transactions for each game at each facility at which any gaming activity or operation is conducted, including but not limited to transactions relating to each gaming table bank, game drop box and gaming room bank;

8. Individual and statistical game records to reflect statistical drop, statistical win, statistical drop by table for each game, and individual and statistical game records reflecting similar information for all other games;

9. For electronic games of chance, analytic reports which, by each machine, compare actual hold percentages to theoretical hold percentages;

10. Records of all tribal enforcement activities;

11. All audits prepared by or on behalf of the Tribes;

E. All accounting records shall be kept for a period not less than three years from their respective dates.

III. System of Internal Control.

A. The tribal gaming operation shall submit to the Tribal Gaming Commission and the State Gaming Agency a description of its system of internal procedures and administrative and accounting controls before gaming operations are to commence.

B. Each such submission shall contain both narrative and diagrammatic representation of the internal control system to be utilized by the tribal gaming operation.

C. The submission required by paragraph A shall be signed by the executive responsible for its preparation and shall be accompanied by a report of an independent accountant stating that the principles of internal control required by these standards have been complied with.

IV. Forms, Records, Documents and Retention.

A. All information required by these standards is to be placed on a form, record or document or stored on a computer disk (hereinafter "stored data") in a permanent form.

B. Whenever duplicate or triplicate copies are required of a form, record or document:

1. The original, duplicate and triplicate copies shall be color coded;

2. If under these standards, forms, records, and documents are required to be inserted in a locked dispenser, the last copy shall remain in a continuous unbroken form in the dispenser; and

3. If under these standards, forms or serial numbers of forms are required to be accounted for or copies of forms are required to be compared for agreement and exceptions noted, such exceptions shall be reported immediately in writing to the Tribal Gaming Commission for investigation.

C. Unless otherwise specified in these standards or exempted by the Tribal Gaming Commission, all forms, records, documents and stored data required to be prepared, maintained and controlled by these standards shall:

1. Have the title of the form, record, document or stored data imprinted or pre-printed thereon or therein;

2. Be located on Tribal Lands or such other location as is approved by the Tribal Gaming Commission, the State Gaming Agency shall be notified in writing of the location of these records; and

3. Be retained for a period of at least three years in a manner that assures reasonable accessibility to inspectors of the Tribal Gaming Commission and personnel of the State Gaming Agency.

V. Annual Audit and Other Reports.

A. The Tribal Gaming Commission shall, at the expense of the Tribal gaming operation, cause each gaming operation's annual financial statements to be audited by an independent accountant in accordance with generally accepted auditing standards and the Compact provisions.

B. The annual financial statements shall be prepared on a comparative basis for the current and prior calendar or fiscal year and shall present the financial position and results of operations in conformity with generally accepted accounting principles.

C. Two copies of the audited financial statements, together with the report thereon of the tribal gaming operation's independent accountant shall be filed with the Tribal Gaming Commission, and two copies shall be filed with the State Gaming Agency not later than 120 days following the end of the calendar or fiscal year. Extensions may be granted by the Tribal Gaming Commission for extenuating circumstances.

D. The tribal gaming operation shall require its independent accountant to render the following additional reports:

1. A report on material weakness in accounting and internal controls. Whenever, in the opinion of the independent accountant, there exists no material weaknesses in accounting and internal controls, the report shall say so; and

2. A report expressing the opinion of the independent accountant that, based on his or her examination of the financial statements, the tribal gaming operation has followed, in all material respects, during the period covered by his or her examination, the system of accounting and internal control on file with the Tribal Gaming Commission. Whenever, in the opinion of the independent accountant, the tribal gaming operation has deviated from the systems of accounting and internal controls filed with the Tribal Gaming Commission, or the accounts, records, and control procedures examined are not maintained by the tribal gaming operation in accordance with the Compact and these standards, the report shall enumerate such deviations, regardless of materiality, the areas of the system no longer considered effective and shall make recommendations in writing regarding improvements in the system of accounting and internal controls.

E. Two copies of the reports required by paragraph D and two copies of any other reports on accounting and internal control, administrative controls, or other matters relating to the tribal gaming operation's accounting or operating procedures rendered by the tribal gaming operation's independent accountant, shall be

retained on file by the Tribal Gaming Commission and filed with the State Gaming Agency by the tribal gaming operation within 120 days following the end of each fiscal year or within 30 days of completion whichever is earlier.

Extensions may be granted by the Tribal Gaming Commission for extenuating circumstances.

VI. Closed-Circuit Television System.

A. The tribal gaming operation shall install a closed-circuit television system according to the following specifications.

B. The closed-circuit television system shall include, but need not be limited to the following:

1. Light sensitive cameras (some with zoom, scan and tilt capabilities) to effectively and clandestinely monitor in detail and from various vantage points, the following:

a. The gaming conducted at each gaming table in the gaming facility, the activities in the gaming facility pits, and electronic gaming equipment;

b. The operations conducted at and in the cashier's cage;

c. The count processes conducted in the count rooms in conformity with these standards;

d. The movement of cash, gaming chips, drop boxes, and drop buckets in the establishment;

e. The entrances and exits to the gaming facility and the count rooms; and

f. Such other areas as the Tribal Gaming Commission designates.

2. Video units with time and date insertions capabilities for taping what is being viewed by any camera of the system; and

3. The monitoring room in the establishment which shall be in use at all times by the employees of the security department assigned to monitor the activities in the gaming facility and which may be used as necessary by the inspectors of the Tribal Gaming Commission and agents of the State Gaming Agency.

C. Adequate lighting shall be present in all areas, including gaming stations and pits, where closed-circuit camera coverage is required.

D. The tribal gaming operation shall be required to maintain for a period of at least three years a surveillance log of all surveillance activities in the monitor room. The log shall be maintained by monitor room personnel and shall include, at a minimum, the following:

1. Date and time of surveillance;

2. Person initiating surveillance;

3. Reason for surveillance;

4. Time of termination of surveillance;

5. Summary of the results of the surveillance;

6. A record of any equipment or camera malfunctions.

E. The surveillance log shall be available for inspection at any time by inspectors of the Tribal Gaming Commission and agents of the State Gaming Agency.

F. Video or audio tapes shall be retained for at least seven days and at least 30 days in the case of tapes of evidentiary value, or for such longer period as the Tribal Gaming Commission or the State Gaming Agency may require.

G. Entrances to the closed-circuit television monitoring rooms shall not be visible from the gaming facility area.

VII. Organization of the Tribal Gaming Operation.

A. The tribal gaming operation shall have a system of internal control that includes the following:

1. Administrative control, which includes, but is not limited to, the plan of organization and the procedures and records that are concerned with the decision processes leading to management's authorization of transactions; and

2. Accounting control which includes the plan of organization and the procedures and records that are concerned with the safeguarding of assets and the reliability of financial records and are consequently designed to provide reasonable assurance that:

a. Transactions are executed in accordance with the management's general and specific authorization which shall include the requirements of these standards;

b. Transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and with these standards, and to maintain accountability for assets;

c. Access to assets is permitted only in accordance with management's authorization which shall include the requirements of these standards; and

d. The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

B. The tribal gaming operation's system of internal control shall provide for:

1. Competent personnel with an understanding of prescribed procedures; and

2. The segregation of incompatible functions so that no employee is in a position to perpetrate and conceal errors or irregularities in the normal course of his or her duties;

C. The tribal gaming operation shall, at a minimum, establish the following departments:

1. A security department supervised by a department head, which shall cooperate with, yet perform independently of, all other departments and shall report directly to the facility manager of the tribal gaming operation regarding matters of policy, purpose, and responsibilities. The head of security shall be responsible for, but not limited to the implementation of all procedures and policies to insure the safety and protection of the facility, its customers and employees.

2. A surveillance department supervised by a Director, which reports directly to the Tribal Council. The surveillance department shall be responsible for, but not limited to the following:

a. The clandestine surveillance of the operation and conduct of the gaming activities;

b. The clandestine surveillance of the operation of the cashier's cage;

c. The audio-video taping of activities in the count rooms;

d. The detection of cheating, theft, embezzlement, and other illegal activities in the gaming facility, count rooms, and cashier's cage;

e. The video taping of illegal and unusual activities monitored; and

f. The notification of appropriate gaming facility supervisors, and the Tribal Gaming Commission upon the detection or taping of cheating, theft, embezzlement, or other illegal activities.

No present or former surveillance department employee shall be employed in any other capacity in the tribal gaming operation unless the Tribal Gaming Commission, upon petition approves such employment in a particular capacity upon a finding that: (1) one year has passed since the former surveillance department employee worked in the surveillance department; and (2) surveillance and security systems will not be jeopardized or compromised by the proposed employment of the former surveillance department employee in the capacity proposed; and (3) errors, irregularities or illegal acts cannot be perpetuated and concealed by the former surveillance system in the capacity in which the former surveillance department employee will be employed.

2. A gaming facility department supervised by a gaming facility manager who shall perform independently of all other departments and shall report directly to the Chief Operating Officer. The gaming facility manager shall be responsible for the operating and conduct of all Class Ill activities conducted in the gaming facility.

3. A gaming facility accounting department, the supervisor of which shall report directly to the Chief Operating Officer. The supervisor's responsibilities shall include, but not be limited to, the following:

a. Accounting controls;

b. The preparation and control of records and data required by these standards,

c. The control of stored data, the supply of unused forms, the accounting for and comparing of forms used in the gaming operation and required by these standards; and

4. A cashier's cage supervised by a cage supervisor who shall supervise cage cashiers and cooperate with, yet perform independently of, the gaming facility and security department, and shall be under the supervision of, and report directly to the Chief Operating Officer. The cashier's cage supervisor shall be responsible for, but not limited to the following:

a. The custody of currency, coin, patron checks, gaming chips, and documents and records normally associated with the operation of a cashier's cage;

b. The approval, exchange, redemption and consolidation of patron checks received for the purpose of gaming in conformity with standards;

c. The receipt, distribution and redemption of gaming chips in conformity with these standards; and such other functions normally associated with the operation of a cashier's cage.

D. The tribal gaming operation's personnel shall be trained in all accounting and internal control practices and procedures relevant to each employee's individual function. Special instructional programs shall be developed by the tribal gaming operation in addition to any on-the-job instruction sufficient to enable all members of the departments required by this standard to be thoroughly conversant and knowledgeable with the appropriate and required manner of performance of all transactions relating to their function.

VIII. Personnel Assigned to the Operation and Conduct or Class III Gaming Activities.

A. Table games shall be operated by dealers or croupiers who shall be the persons assigned to each gaming station.

B. A pit boss shall be the supervisor assigned the responsibility for the overall supervision of the operation and conduct of gaming at the table games played within the pits and shall oversee any intermediate supervisors assigned by the tribal gaming operation to assist in supervision of table games in the pits.

C. A gaming facility shift manager shall be the supervisor assigned to each shift with the responsibility for the supervision of table games conducted in the gaming facility. In the absence of the gaming facility manager, the gaming facility shift manager shall have the authority of a gaming facility manager.

D. Nothing in this standard shall be construed to limit the tribal gaming operation from utilizing personnel in addition to those described herein.

IX. Cashier's Cage.

A. As part of the gaming operation there shall be on or immediately adjacent to the gaming floor a physical structure known as the cashier's cage ("cage") to house the cashiers and to serve as the central location for the following:

1. The custody of the cage inventory comprising currency, coin, patron checks, gaming chips, forms, documents and records normally associated with the operation of a cage;

2. The approval of patron checks for the purpose of gaming in conformity with these standards:

3. The receipt, distribution, and redemption of gaming chips in conformity with these standards; and

4. Such other functions normally associated with the operation of a cage.

B. The tribal gaming operation shall have a reserve cash bankroll in addition to the imprest funds normally maintained by the cashier's cage on hand in the cashier's cage or readily available to the cashier's cage at the opening of every shift in a minimum amount established by the tribal gaming operation.

C. The cage shall be designed and constructed to provide maximum security including, at a minimum, the following:

1. A fully enclosed structure except for an opening through which items such as gaming chips, checks, cash, records, and documents can be passed to service the public and gaming stations;

2. Manually triggered silent alarm systems connected directly to the monitoring rooms of the closed-circuit television system and the security department office;

3. Access shall be through a locked door. The system shall have closed-circuit television coverage which shall be monitored by the gaming facility security department.

D. The tribal gaming operation shall place on file with the Tribal Gaming Commission the names of all persons authorized to enter the cage, those who possess the combination or the keys or who control the mechanism to open the locks securing the entrance to the cage, and those who possess the ability to operate the alarm systems.

X. Accounting Controls Within the Cashier's Cage.

A. The assets for which the cashiers are responsible shall be maintained on an imprest basis. At the end of each shift, the cashiers assigned to the outgoing shift, shall record on a cashier's count sheet the face value of each cage inventory item counted and the total of the opening and closing cage inventories and shall reconcile the total closing inventory with the total opening inventory.

1. Cashiers functions shall be, but are not limited to the following:

a. Receive cash, checks, and gaming chips from patrons for check consolidations, total or partial redemptions or substitutions;

b. Receive gaming chips from patrons in exchange for cash;

c. Receive cash equivalents from patrons in exchange for currency or coin,

d. Receive documentation with signatures thereon, required to be prepared for the effective segregation of functions in the cashier's cage; and

e. Receive from security department members, chips and coins removed from gaming stations in exchange for the issuance of a credit;

f. Receive from security department members, requests for fills in exchange for the issuance of a fill and the disbursal of gaming chips;

g. Receive cash from the coin and currency count rooms;

h. Prepare the overall cage reconciliation and accounting records; and

i. Perform such other functions as necessary to ensure proper accountability consistent with these standards.

j. The tribal gaming operation in its discretion may utilize the necessary number of independent cashiers to ensure compliance with these standards.

B. Signatures attesting to the accuracy of the information contained on the following sheets shall be, at a minimum:

1. On the cashiers count sheet, the fill bank closeout sheet, and the main bank closeout sheet, the signatures of the cashiers assigned to the incoming and outgoing shifts.

C. At the conclusion of gaming activity each day, at a minimum, copies of the cashier's count sheet, recapitulation, fill, main, and related documentation, shall be forwarded to the accounting department for agreement of opening and closing inventories, and agreement of amounts thereon to other forms, records and documentation required by these standards or for the recording of transactions.

XI. Drop Boxes.

A. Each gaming station in a gaming facility shall have attached to it a metal container known as a "Drop Box", in which shall be deposited all cash, duplicated fills and credits, requests for fills and credits, and station inventory forms.

B. Each drop box shall have:

1. One separate lock securing the contents placed into the drop box, the key to which shall be different from any other key;

2. A separate lock securing the drop box to the gaming stations, the key to which shall be different from the key to the lock securing the contents of the drop box;

3. An opening through which currency, coins, forms, records and documents can be inserted into the drop box;

4. Permanently imprinted or impressed thereon, and clearly visible a number corresponding to a permanent number on the gaming station to which it is attached, and a marking to indicate game and shift, except that emergency drop boxes may be maintained without such number or marking, provided the word "emergency" is permanently imprinted or impressed thereon and, when put into use, are temporarily marked with the number of the gaming station and identification of the game and shift.

C. The key utilized to unlock the drop boxes from the gaming stations shall be maintained and controlled by the Security Department.

D. The key to the lock securing the contents of the drop boxes shall be maintained and controlled by the Tribal Gaming Commission.

XII. Drop Boxes, Transportation To and From Gaming Stations and Storage in the Count Room.

A. All drop boxes removed from the gaming stations shall be transported, at a minimum, by one security department member and one employee of the tribal gaming operation directly to, and secured in, the count room.

B. All drop boxes, not attached to a gaming station, shall be sorted in the count room in an enclosed storage cabinet or trolley and secured in such cabinet or trolley by a separately keyed, double locking system. The key to one lock shall be maintained and controlled by the security department and the key to the second lock shall be maintained and controlled by the Tribal Gaming Commission inspector.

C. Drop boxes, when not in use during a shift may be stored on the gaming stations provided that there is adequate security. If adequate security is not provided during this time, the drop boxes shall be stored in the count room in an enclosed storage cabinet or trolley as required in paragraph B.

XIII. Procedure for Exchange of Checks Submitted by Gaming Patrons.

A. No person acting on behalf of or under any arrangement with the tribal gaming commission, and no person acting on behalf of or under any arrangement with the tribal gaming operation, shall make any loan, or otherwise provide or allow to any person any credit or advance of anything of value or which represents value to enable any person to take part in gaming activity as player; provided, that nothing in these standards shall restrict the use of any automatic device for providing cash advances on patrons' credit card or bank cards in accordance with normal commercial practices; provided, further, that nothing in these standards shall restrict the use of patron checks when utilized in accordance with these standards.

B. All personal checks sought to be exchanged in the tribal facility by a patron shall be:

1. Drawn on a financial institution and payable on demand;

2. Drawn for a specific amount;

3. Made payable to the tribal gaming operation; and

4. Currently dated, but not post dated.

C. All checks sought to be exchanged at the cashiers' cage shall be:

1. Presented directly to the cashier who shall:

a. Restrictively endorse the check "for deposit only" to the tribal gaming operation's bank account;

b. Initial the check;

c. Date and time stamp the check;

d. Immediately exchange the check for currency and coin in an amount equal to the amount for which the check is drawn; and

e. Forward all patron checks to the main bank cashier.

D. Prior to acceptance of a travelers check from a patron, the general cashier shall verify its validity by:

1. Requiring the patron to countersign the travelers check in his or her presence;

2. Comparing the countersignature with the original signature on the travelers check;

3. Examining the travelers check for any other signs of tampering, forgery or alteration; and

4. Performing any other procedures which the issuer of the travelers check requires in order to indemnify the acceptor against loss.

E. Prior to the acceptance of any tribal gaming operation check from a patron, a general cashier shall examine that patron's identification credentials to ensure the patron's identity and shall maintain documentation supporting that examination.

F. A person may obtain cash at the cashier's cage to be used for gaming purposes by presenting a recognized credit card to a general cashier. Prior to the issuance of cash to a person, the general cashier shall verify through the recognized credit card company the validity of the person's credit card or shall certify through a recognized electronic funds transfer company which, in turn, verifies through the credit card and shall obtain approval for the amount of cash the person has requested. The general cashier shall then prepare such documentation as required by the tribal gaming operation to evidence such transactions and to balance the imprest fund prior to the issuance of the cash.

XIV. Procedure for Depositing Checks Received from Gaming Patrons.

A. All checks received in conformity with these standards shall be deposited in the tribal gaming operation's bank account in accordance with the tribal gaming operations normal business practice, but in no event later than seven days after receipt.

B. In computing a time period prescribed by this section, the last day of the period shall be included unless it is a Saturday, Sunday, or a state or federal holiday, in which event the time period shall run until the next business day.

C. Any check deposited into a bank will not be considered clear until a reasonable time has been allowed for such check to clear the bank.

XV. Procedure for Collecting and Recording Checks Returned to the Gaming Operation After Deposit.

A. All dishonored checks returned by a bank ("returned checks") after deposit shall be returned directly to, and controlled by accounting department employees.

B. No person other than one employed within the accounting department may engage in efforts to collect returned checks except that a collection company or an attorney-at-law representing the tribal gaming operation may bring action for such collection. Any verbal or written communication with patrons regarding collection efforts, shall be documented in the collection section.

C. Continuous records of all returned checks shall be maintained by accounting department employees. Such records shall include, at a minimum, the following:

1. The date of the check;

2. The name and address of the drawer of the check;

3. The amount of the check;

4. The date(s) the check was dishonored;

5. The date(s) and amount(s) of any collections received on the check after being returned by a bank.

D. A check dishonored by a bank may be immediately redeposited if there is sufficient reason to believe the check will be honored the second time.

E. If a check is dishonored a second time, the name of the person who submitted the check shall be kept in a log, and available to the cashier. Such person shall be prohibited from submitting a future check until the amount owed is paid in full.

XVI. Procedure for Accepting Cash at Gaming Stations.

A. The cash shall be spread on the top of the gaming station by the croupier or dealer, accepting it in full view of the patron who presented it and the facility supervisor specifically assigned to such gaming station.

B. The amount of cash, if $50.00 or over, shall be announced by the croupier or dealer accepting it in a tone of voice calculated to be heard by the patron who presented the cash and the facility supervisor specifically assigned to such gaming station.

XVII. Acceptance of Gratuities from Patrons.

A. No tribal gaming operation employee directly concerned with management, accounting, security or surveillance shall solicit or accept any tip or gratuity from any player or patron.

B. The tribal gaming operation shall establish a procedure for accounting for all tips received by other gaming employees.

C. Upon receipt from a patron of a tip, a croupier or dealer assigned to a gaming station shall tap the table or wheel and extend his or her arm to show the pit boss that he has received a tip and immediately deposit such tip in the tip box. Tips received shall be retained by employees or pooled among employees in such manner as determined by the tribal gaming operation.

XVIII. Adoption of Rules for Class III Activities.

A. Gaming activities shall be conducted in accordance with the Gaming Rules as set forth in the Iowa Tribe of Kansas and Nebraska - Kansas Gaming Compact, as those rules may be properly amended from time to time.

B. In addition to the Gaming Rules described in paragraph A above, the Tribal Gaming Commission shall also adopt standards and specifications for chips and other gaming equipment used in the tribal gaming operation. Copies of these standards and specifications shall be provided to the State Gaming Agency.

XIX. Station Inventories and Procedure for Opening Stations for Gaming.

A. Whenever a gaming station is opened for gaming, operations shall commence with an amount of gaming chips and coins to be known as the "Station Inventory" and the tribal gaming

operation shall not cause or permit gaming chips or coins to be added to or removed from such station inventory during the gaming day except:

1. In exchange for cash;

2. In payment of winning wagers and collection of losing wagers made at such gaming station;

3. In exchange for gaming chips received from a patron having an equal aggregate face value; and

4. In conformity with the fill and credit procedures described in these standards.

B. Each station inventory and the station inventory slip prepared in conformity with the procedures set forth in these standards shall be stored during non-gaming hours in a separate locked, clear container which shall be clearly marked on the outside with the game and the gaming station number to which it corresponds. The information on the station inventory slip shall be visible from the outside of the container. All containers shall be stored either in the cashier's cage during non-gaming hours or secured to the gaming station subject to arrangements for security approved by the Tribal Gaming Commission.

C. The keys to the locked containers containing the station inventories shall be maintained and controlled by the gaming facility department in a secure place and shall at no time be made accessible to any cashier's cage personnel or to any person responsible for transporting such station inventories to or from the gaming stations.

D. Whenever gaming stations are to be opened for gaming activity, the locked container securing the station inventory slip shall be unlocked by the gaming facility supervisor assigned to such station.

E. A croupier or dealer assigned to the gaming station shall count the contents of the container in the presence of the gaming security officer or pit boss assigned to such station and that person must agree with his count before the container or its contents may be removed.

F. Signatures attesting to the accuracy of the information on the opener shall be placed on such opener by the croupier or dealer assigned to the station and the gaming facility supervisor that observed the croupier or dealer count the contents of the container.

G. Any discrepancy between the amount of gaming chips and coins counted and the amount of the gaming chips and coins recorded on the opener, shall be immediately reported to the gaming facility manager, assistant gaming facility manager, or gaming facility shift manager in charge at such time, the security department and the Tribal Gaming Commission inspector verbally. Security will complete the standard security report in writing and immediately forward a copy to the Tribal Gaming Commission.

H. After the count of the contents of the container and the signing of the opener, such slip shall be immediately deposited in the drop box attached to the gaming station by the croupier or dealer after the opening of such station.

XX. Procedure for Distributing Gaming Chips and Coins to Gaming Stations.

A. A request for fill ("Request") shall be prepared by a gaming facility supervisor to authorize the preparation of a fill slip ("Fill") for the distribution of gaming chips and coins to gaming stations. The request shall be prepared in a duplicate form and restricted to gaming facility supervisors.

B. On the original and duplicate of the request, the following information, at a minimum, shall be recorded:

1. The date, time and shift of preparation;

2. The denomination of gaming chips or coins to be distributed to the gaming stations,

3. The total amount of each denomination of gaming chips or coins to be distributed to the gaming stations;

4. The game and station number to which the gaming chips or coins are to be distributed;

5. The signature of the gaming facility supervisor; and

6. The signature of the security department member.

C. After preparation of the request, the original of such request shall be transported directly to the cashier's cage.

D. The duplicate copy of the request shall be placed by the croupier or dealer in public view on the gaming station to which the gaming chips or coins are to be received. Such duplicate copy shall not be removed until the chips and coins are received, at which time the request and fill are deposited in the drop box.

E. A fill shall be prepared by a cashier whenever gaming chips or coins are distributed to the gaming stations from the cashier's cage.

F. Fills shall be serially pre-numbered forms, and each series of fills shall be used in sequential order, and the series of numbers of all fills received by a gaming facility shall be separately accounted. All the originals and duplicates of void fills shall be marked "VOID" and shall require the signature of the preparer.

G. The following procedures and requirements shall be observed with regard to fills:

1. Each series of fills shall be in triplicate form to be kept in a locked dispenser that will permit an individual slip in the series and its copies to be written upon simultaneously while still located in the dispenser, and that will discharge the original and duplicate while the triplicate remains in a continuous, unbroken form in the dispenser;

2. Access to the triplicate copy of the form shall be maintained and controlled at all times by employees responsible for controlling and accounting for the unused supply of fills, placing fills in the dispensers, and removing from the dispensers, each day, the triplicate copies remaining therein.

H. On the original, duplicate and triplicate copies of the fill, the preparer shall record, at a minimum, the following information:

1. The denomination of the gaming chips or coins being distributed;

2. The total amount of the gaming chips or coins being distributed;

3. The total amount of all denominations of gaming chips or coins being distributed;

4. The game and station number to which the gaming chips or coins are being distributed:

5. The date and shift during which the distribution of gaming chips or coins occur; and

6. The signature of the preparer.

I. Upon preparation, the time of preparation of the fill shall be recorded, at a minimum, on the original and the duplicate.

J. All gaming chips or coins distributed to the gaming stations from the cashier's cage shall be transported directly to the gaming stations from the cashier's cage by a security department member who shall agree to the request to the fill and sign the original of the request, maintained at the cashier's cage, before transporting the gaming chips or coins and the original and duplicate of the fill for signature.

K. Signatures attesting to the accuracy of the information contained on the original and duplicate of the fills shall be, at a minimum, of the following personnel at the following times:

1. The cashier upon preparation;

2. The security department member transporting the gaming chips or coins to the gaming station upon receipt from the cashier of gaming chips or coins to be transported;

3. The croupier or dealer assigned to the gaming station upon receipt;

4. The gaming facility supervisor assigned to the gaming station, upon receipt of the gaming chips or coins at such station.

L. Upon meeting the signature requirements as described in paragraph K, the security department member that transported the gaming chips or coins and the original and duplicate copies of the fill to the station, shall observe the immediate placement by the croupier or dealer of the duplicate fill and duplicate request in the drop box attached to the gaming station to which the gaming chips or coins were transported and return the original fill to the fill bank where the original fill and request shall be maintained together and controlled by employees independent of the gaming facility department.

M. The original and duplicate "VOID" fills, the original request and the original fill, maintained and controlled in conformity with paragraph L shall be forwarded to:

1. The count team for agreement with the duplicate copy of the fill and duplicate copy of the request removed from the drop box after which the original and duplicate copy of the request and the original and duplicate copy of the fill shall be forwarded to the accounting department for endorsement, on a daily basis, with the triplicate; or

2. The accounting department for agreement, on a daily basis, with the duplicate fill and duplicate copy of the request removed from the drop box and the triplicate.

XXI. Procedure for Removing Gaming Chips and Coins from Gaming Stations.

A. A request for credit ("Request") shall be prepared by a gaming facility supervisor to authorize the preparation of a credit ("Credit") for the removal of gaming chips and coins to the cashier's cage. The request shall be in duplicate form and access to such form shall, prior to use, be restricted to gaming facility supervisors.

B. On the original and the duplicate copy of the request the following information, at a minimum, shall be recorded:

1. The date, time and shift of preparation;

2. The denomination of gaming chips or coins to be removed from the gaming station;

3. The total amount of each denomination of gaming chips or coins to be removed from the gaming station;

4. The game and station number from which the gaming chips and coins are to be removed; and

5. The signature of the gaming facility supervisor and croupier or dealer assigned to the gaming station from which gaming chips or coins are to be removed.

C. Immediately upon preparation of a request and transfer of gaming chips or coins to a security department member, a gaming facility supervisor shall obtain on the duplicate copy of the request, the signature of the security department member to whom the gaming chips or coins were transferred and the croupier or dealer shall place the duplicate copy in public view on the gaming station from which the gaming chips or coins were removed, and such request shall not be removed until a credit is received from the fill bank at which time the request and credit are deposited in the drop box.

D. The original of the request shall be transported directly to the cashier's cage by the security department member who shall at the same time transport the gaming chips or coins removed from the gaming station.

E. A credit shall be prepared by a fill bank cashier whenever gaming chips or coins are removed from the gaming stations to the cashier's cage.

F. Credits shall be serially pre-numbered forms, each series of credits shall be used in sequential order, and the series number of all credits received by a gaming facility shall be separately accounted for. All original and duplicate copies of credits shall be marked "VOID" and shall require the signature of the preparer.

G. The following procedures and requirements shall be observed with regard to credits:

1. Each series of credits shall be a three-part form and shall be inserted in a locked dispenser that will permit an individual slip in the series and its copies to be written upon simultaneously while still locked in the dispenser, and that will discharge the original and duplicate while the triplicate remains in a continuous, unbroken form in the dispenser.

2. Access to the triplicate shall be maintained and controlled at all times by employees responsible for controlling and accounting for the unused supply of credits, placing credits the dispensers, and removing from the dispensers, each day, the triplicates remaining therein.

H. On the original, duplicate and triplicate copies of a credit, the preparer shall record, at a minimum, the following information:

1. The denomination of the gaming chips or coins removed from the gaming station to the cashier's cage;

2. The total amount of each denomination of gaming chips or coins removed from the gaming station to the cashier's cage;

3. The total amount of all denominations of gaming chips or coins removed from the gaming station to the cashier's cage;

4. The game and station number from which the gaming chips or coins were removed;

5. The date and shift during which the removal of gaming chips or coins occurs; and

6. The signature of the preparer.

I. Upon preparation, the time of preparation of the credit shall be recorded, at a minimum, on the original and duplicate copy.

J. Signatures attesting to the accuracy of the information contained on the original and duplicate copy of a credit shall be, at a minimum, of the following personnel at the following times:

1. The fill bank cashier upon preparation;

2. The security department member transporting the gaming chips or coins to the cashier's cage;

3. The croupier or dealer assigned to the gaming station upon receipt of such station from the security department member; and

4. The gaming facility supervisor assigned to the gaming station upon receipt at such station.

K. Upon meeting the signature requirements as described in paragraph J, the security department member transporting the original and duplicate copies of the credit to the gaming station, shall observe the immediate placement by the croupier or dealer of the duplicate copies of the credit and request in the drop box attached to the gaming station from which the gaming chips or coins are removed. The security department member shall expeditiously return the original credit to the fill bank where the original of the credit and request shall be maintained together, and controlled by employees independent of the gaming facility department.

L. The original and duplicate copies of "VOID" credits and the original request and credit, maintained and controlled in conformity with paragraph K shall be forwarded to:

1. The count team for agreement with the duplicate credit and the duplicate request removed from the drop box, after which the request and the original and duplicate credit shall be forwarded to the accounting department for agreement, on a daily basis, with the triplicate; or

2. The accounting department for agreement, on a dally basis, with the duplicate copies of the credit and request removed from the drop box and the triplicate.

XXII. Procedure for Shift Changes at Gaming Stations.

A. Whenever gaming stations are to remain open for gaming activity at the conclusion of a shift, the gaming chips and coins remaining at the gaming stations at the time of the shift change shall be counted by either the croupier or dealer assigned to the outgoing shift, and the croupier or dealer assigned to the incoming shift, or the croupier or dealer assigned to the gaming station at

the time of a drop box shift change which does not necessarily coincide with an employee shift change. The count shall be observed by the gaming facility supervisor assigned to the gaming station at the time of a drop box shift change.

B. The gaming chips and coins counted shall be recorded in the station inventory slip by the gaming facility supervisor assigned to the gaming station of the outgoing shift or the gaming facility supervisor assigned to the gaming station at the time of the drop box shift change.

C. Station inventory slips shall be three-part serially pre-numbered forms and on the original of the slip ("Closer"), the duplicate of the slip ("Opener"), and on the triplicate, which is maintained and controlled by security, the gaming facility supervisor shall record the following:

1. The date and identification of the shift ended;

2. The game and station number;

3. The total value of each denomination of gaming chips and coins remaining at the Station.

D. Signatures attesting to the accuracy of the information recorded on the station inventory slips shall be of either the croupier or dealer and the gaming facility supervisor or the croupier or dealer and the gaming facility supervisor assigned to the gaming station at the time of a drop box shift change.

E. Upon meeting the signature requirements as described in paragraph D, the closer shall be deposited in the drop box that is attached to the gaming station immediately prior to the change of shift at which time the drop boxes shall then be removed and the opener shall be deposited in the replacement drop box that is to be attached to the gaming stations immediately following the change of shift. The triplicate shall be forwarded to the accounting department by a security department member.

XXIII. Procedure for Closing Gaming Stations.

A. Whenever the daily gaming activity at each gaming station is concluded, the gaming chips and coins on the gaming station shall be counted by the croupier or dealer assigned to the gaming station and observed by a gaming facility supervisor assigned to the gaming station, and that station float shall be brought back to the imprest value.

B. The gaming chips and coins counted shall be recorded on a station inventory slip by the gaming facility supervisor assigned to the gaming station.

C. Station inventory slips shall be three-part serially pre-numbered forms and on the original of the slip ("Closer"), the duplicate of the slip ("Opener"), and on the triplicate, which is maintained and controlled by security, the gaming facility supervisor shall record the following:

1. The date and identification of the shift ended;

2. The game and station number;

3. The total value of each denomination of gaming chips and coins remaining at the stations; and,

4. The total value of all denominations of gaming chips and coins remaining at the gaming stations.

D. Signatures attesting to the accuracy of the information recorded on the station inventory slips at the time of closing of the gaming stations shall be of the croupier or dealer and the gaming facility supervisor assigned to the gaming station who observed the croupier or dealer count the contents of the station inventory.

E. Upon meeting the signature requirements specified in paragraph D, the closer shall be deposited in the drop box attached to the gaming station immediately prior to the closing of the station.

F. The triplicate copy of the station inventory slip shall be forwarded to the accounting department by a security department member.

G. Upon meeting the signature requirements specified in paragraph D, the opener and the gaming chips remaining at the station shall be placed in the clear container provided for that purpose as specified in these standards after which the container shall be locked.

H. At the end of each gaming day, if the locked containers are transported to the cashier's cage, a cage cashier shall determine that all locked containers have been returned or, if the locked containers are secured to the gaming station, a gaming facility supervisor shall account for all the locked containers.

XXIV. Count Room: Characteristics.

A. As part of the gaming operation, there shall be a room specifically designated for counting the contents of drop boxes which shall be known as the count room.

B. The count room shall be designed and constructed to provide maximum security for the materials housed therein and for the activities conducted therein, to include at a minimum, the following:

1. A door equipped with two separate locks securing the interior of the count room, the keys to which shall be different from each other and from the keys to the locks securing the contents of the drop boxes, and one key shall be maintained and controlled by the security department in a secure area within the security department, access to which may be gained only by a nominated security department member, and the other key maintained and controlled by the gaming facility department.

2. A design which allows all parts of the count room to be totally visible from the facility's surveillance room; and

3. An alarm device connected to the entrance of the count room in such a manner as to cause a signalling to the monitors of the closed-circuit television system in the gaming facility's surveillance monitor room whenever the door to the count room is opened.

C. Located within the count room shall be:

1. A table constructed of clear glass or similar material for the emptying, counting and recording of the contents of the drop boxes which shall be known as the "Count Table";

2. Closed-circuit television cameras and microphones wired to the facility's surveillance rooms capable of, but not limited to the following:

a. Effective and detailed audio-video monitoring of the entire count process;

b. Effective, detailed video-monitoring of the count room, including storage cabinets or trolleys used to store drop boxes; and

c. Video and audio taping of the entire count process and any other activities in the count room.

XXV. Procedure for Counting and Recording Contents of Drop Boxes.

A. The contents of drop boxes shall be counted and recorded in the count room in conformity with this standard.

B. The tribal gaming operation shall notify the Tribal Gaming Commission through an inspector whenever the contents of drop boxes removed from gaming stations are to be counted and recorded, which, at a minimum, shall be once each gaming day.

C. The opening, counting and recording of the contents of drop boxes shall be performed only after the security department has been notified, in the presence of an inspector and by those employees assigned by the tribal gaming operation for the conduct of the count ("Count Team") who have no incompatible functions. To gain entrance to the count room, the inspector may be required to present an official identification card containing his or her photograph issued by the Tribal Gaming Commission.

D. Immediately prior to the opening of the drop boxes, the doors to the count room shall be securely locked and except as otherwise authorized by this standard, no person shall be permitted to enter or leave the count room, except during a normal work break or in an emergency, until the entire counting, recording and verification process is completed.

E. Immediately prior to the commencement of the count, one count team member shall notify the person assigned to the closed-circuit television monitoring station in the facility's surveillance monitoring rooms that the count is about to begin, after which such a person shall make an audio-video recording, with the time and date inserted thereon, of the entire counting process which shall be retained by the security department for at least seven days from the date of recording unless otherwise directed by the Tribal Gaming Commission.

F. Procedures and requirements for conducting the count shall be the following:

1. As each drop box is placed on the count table, one count team member shall announce, in a tone of voice to be heard by all persons present the game, station number, and shift marked thereon;

2. The contents of each drop box shall be emptied and counted separately on the count table, which procedures shall be at all times conducted in full view of the closed-circuit television cameras located in the count room;

3. Immediately after the contents of a drop box are emptied on to the count table, the inside of the drop box shall be held up to the full view of a closed-circuit television camera, and shall be shown to at least one other count team member and the Tribal Gaming Commission inspector to confirm that all contents of the drop box have been removed, after which the drop box shall be located and placed in the storage area for drop boxes;

4. The contents of each drop box shall be segregated by a count team member into separate stacks on the count table by denominations of coins and currency and by type of form, record or document;

5. Each denomination of coin and currency shall be counted separately by at least two count team members who shall place individual bills and coins of the same denomination on the count table in full view of the closed-circuit television cameras, and such count shall be observed and the accuracy confirmed orally or in writing, by at least one other count team member;

6. As the contents of each drop box is counted, one count team member shall record or verify on a master game report, by game, station number, and shift, the following information:

a. The total amount of currency and coin counted;

b. The amount of the opener;

c. The amount of the closer;

d. The serial number and amount of each fill;

e. The total amount of all fills;

f. The serial number and amount of each credit;

g. The total amount of all credits; and

h. The win or loss.

7. After the contents of each drop box have been counted and recorded, one member of the count team shall record by game and shift, on the master game report, the total amounts of currency and coin, station inventory slips, fills and credits counted, and win or loss, together with such additional information as may be required on the master game report by the tribal gaming operation;

8. Notwithstanding the requirements of sub-paragraphs XXV (F)(6) and XXV (F)(7) if the tribal gaming operation's system of accounting and internal controls provides for the recording on the master game report of fills, credits, and station inventory slips by cage cashiers prior to the commencement of the count, a count team member shall compare for agreement the serial numbers and totals of the amounts recorded thereon to the fills, credits, and station inventory slips removed from the drop boxes;

9. Notwithstanding the requirements of sub-paragraphs XXV (F)(6) and XXV (F)(7), if the tribal gaming operation's system of accounting and internal controls provides for the count team functions to be comprised only of counting and recording currency, coin, and credits; accounting department employees shall perform all other counting, recording and comparing duties herein;

10. After completion and verification of the master game report, each count team member shall sign the report attesting to the accuracy of the information recorded thereon;

11. At no time after the inspector has signed the master game report shall any change be made to it without prior written approval of the Tribal Gaming Commission.

G. Procedures and requirements at the conclusion of the count for each gaming shift shall be the following:

1. All cash removed from each drop box after the initial count shall be presented in the count room by a count team member to a cashier who, prior to having access to the information recorded on the master game report and in the presence of the count team and the inspector, shall re-count, either manually or mechanically, the cash received, after which the inspector shall sign the report evidencing his or her presence during the count and the fact that both the cashier and count team have agreed on the total amount of cash counted;

2. The top copy of the master game report, after signing, and the requests for fills, the fills, the requests for credits, the credits, and the station inventory slips removed from drop boxes shall be transported directly to the accounting department and shall not be available to any cage personnel;

3. A duplicate of the master game report, but no other document referred to in this standard whatsoever, shall be retained by the inspector;

4. If the tribal gaming operation's system of accounting and internal controls does not provide for the forwarding from the cashier's cage of the duplicate of the fills, credits, request for credits, request for fills, such documents recorded or to be recorded on the master game report shall be transported from the count room directly to the accounting department.

H. The originals and copies of the master game report, request for fills, fills, request for credits, credits and station inventory slips shall on a daily basis, in the accounting department be:

1. Compared for agreement with each other, on a test basis, by persons with no recording responsibilities and, if applicable, to triplicates or stored data;

2. Reviewed for the appropriate number and propriety of signatures on a test basis;

3. Accounted for by series numbers, if applicable;

4. Tested for proper calculation, summarization, and recording;

5. Subsequently recorded; and

6. Maintained and controlled by the accounting department.

XXVI. Signatures.

A. Signatures shall:

1. Be at a minimum, the signer's first initial and last name;

2. Be immediately adjacent to, or above the clearly printed or pre-printed title of the signer and his or her certificate or permit number; and

3. Signify that the signer has prepared forms, records, and documents, or authorized to a sufficient extent to attest to the accuracy of the information recorded thereon, in conformity with these standards and the tribal gaming operation's system of accounting and internal control.

B. Signature records shall be prepared for each person required by these standards to sign or initial forms, records and documents, and shall include specimens of signatures and initials of signers. Originals of such signature records shall be maintained on a dated signature card file, alphabetically by name, in a secured area of the accounting department. The signature records shall be adjusted on a timely basis to reflect changes of personnel.

APPENDIX B

GAMING REGULATIONS

CHAPTER ONE
GENERAL REGULATIONS

1. **General Policy.** All gaming activities conducted by, for or on behalf of the Iowa Tribe of Kansas and Nebraska (the "Tribe") shall be operated in a manner suitable to protect the public health, safety, morals, good order and general welfare of the Tribe and the general public.

2. **Activities Prohibited.** The following activities are expressly prohibited:

2.1 Permitting persons who are visibly intoxicated to participate in gaming activity.

2.2 Possessing, using or permitting to remain in or upon the casino premises any gambling equipment, which equipment (primarily, but not limited to, cards or dice), either knowingly or unknowingly may have in any manner been marked, tampered with or otherwise placed in a condition or operated in a manner which might make the game more liable to win or lose.

2.3 Knowingly permitting any cheating whatsoever.

2.4 Knowingly possessing, using or permitting to remain in or upon any licensed premises any cheating device whatever; or conducting, carrying on, operating or dealing any cheating or thieving game or device on the premises.

2.5 Knowingly possessing, using, or permitting to remain in or upon any licensed premises any gambling device which tends to alter the normal random selection of criteria which determined the results of the game, or deceives the public in any way.

2.6 Failure to conduct gaming operations in accordance with proper standards of custom, decorum and decency, or knowingly permitting any type of conduct which reflects negatively on the repute of the Tribe or acts as a detriment to the gaming industry.

3. **Gaming Aids Prohibited.** No person shall use, or possess with the intent to use, any calculator, computer or other electronic, electrical or mechanical device at any table game that:

3.1 Assists in projecting the outcome of a game, or

3.2 Keeps track of cards that have been dealt, or

3.3 Keeps track of changing probabilities, or

3.4 Keeps track of playing strategies being utilized.

CHAPTER TWO
CRAPS

1. Definitions. The following words and terms, when used in this subchapter, shall have the following meaning unless the context clearly indicates otherwise.

1.1 Come Out Point. "Come out point" shall mean a total of 4, 5, 6, 8, 9 or 10 thrown by the shooter on the come out roll.

1.2 Come Out Roll. "Come out roll" shall mean the first roll of the dice at the opening of the game and the first roll of the dice after a decision with respect to Pass Bet and Don't Pass Bet has been effected.

1.3 Come Point. "Come point" shall mean a total of 4, 5, 6, 8, 9 or 10 thrown by the shooter on the next roll following placement of a Come Bet or Don't Come Bet.

2. Permissible Wagers. The following shall constitute the definitions of permissible wagers at the game of craps:

2.1 Pass Bet. "Pass Bet" shall mean a wager placed on the Pass Line of the layout immediately prior to the come out roll. The Pass Bet shall win if, on the come out roll:

(A) A total of 7 or 11 is thrown; or

(B) A total of 4, 5, 6, 8, 9 or 10 is thrown and that total is again thrown before a 7 appears.

(C) The Pass Bet shall lose if, on the Come Out Roll:

(1) A total of 2, 3, or 12 is thrown; or

(2) A total of 4, 5, 6, 8, 9 or 10 is thrown and a 7 subsequently appears before that total is again thrown.

2.2 Don't Pass Bet. "Don't Pass Bet" shall mean a wager placed on the Don't Pass Line of the layout immediately prior to the come out roll. The Don't Pass Bet shall win if, on the come out roll:

(A) A total of 2 or 3 is thrown; or

(B) A total of 4, 5, 6, 8, 9 or 10 is thrown and a 7 subsequently appears before that total is again thrown.

(C) The Don't Pass Bet shall lose if, on the come out roll:

(1) A total of 7 or 11 is thrown; or

(2) A total of 4, 5, 6, 8, 9 or 10 is thrown and that total is again thrown before a 7 appears.

(D) The Don't Pass Bet shall be void if, on the come out roll, a total of 12 is thrown.

2.3 Come Bet. "Come Bet" shall mean a wager placed on the Come Line of the layout at any time after the come out roll. The Come Bet shall win if, on the roll immediately following placement of such bet:

(A) A total of 7 or 11 is thrown; or

(B) A total of 4, 5, 6, 8, 9 or 10 is thrown and that total is again thrown before a 7 appears.

(C) The Come Bet shall lose if, on the roll immediately following placement of such bet:

(1) A total of 2, 3 or 12 is thrown; or

(2) A total of 4, 5, 6, 8, 9 or 10 is thrown and a 7 subsequently appears before that total is again thrown.

2.4 Don't Come Bet. "Don't Come Bet" shall mean a wager placed on the Don't Come area of the layout at any time after the come out roll. The Don't Come Bet shall win if, on the roll immediately following placement of such bet:

(A) A total of 2 or 3 is thrown; or

(B) A total of 4, 5, 6, 8, 9 or 10 is thrown and a 7 subsequently appears before that total is again thrown.

(C) The Don't Come Bet shall lose if, on the roll immediately following placement of such bet:

(1) A total of 7 or 11 is thrown; or

(2) A total of 4, 5, 6, 8, 9 or 10 is thrown and that total is again thrown before a 7 appears.

(D) The Don't Come Bet shall be void if, on the roll immediately following placement of such bet, a total of 12 is thrown.

2.5 Place Bet to Win. "Place Bet to Win" shall mean a wager that may be made at any time on any of the numbers 4, 5, 6, 8, 9 or 10 which shall win if the number on which the wager was placed is thrown before a 7 and shall lose if a 7 is thrown before such

number. All place bets shall be inactive on any come out roll unless called "on" by the player and confirmed by the dealer through placement of an "on" marker button on top of such player's wager.

2.6 Place Bet to Lose. "Place Bet to Lose" shall mean a wager that may be made at any time against any of the numbers 4, 5, 6, 8, 9 or 10 which shall win if a 7 is thrown before the particular number against which the wager is placed and shall lose if the particular number against which the wager is placed is thrown before a 7 appears.

2.7 Four the Hardway. "Four the Hardway" shall mean a wager, that may be made at any time, which shall win if a total of 4 is thrown the hardway (i.e., with 2 appearing on each die) before 4 is thrown in any other way and before a 7 is thrown.

2.8 Six the Hardway. "Six the Hardway" shall mean a wager, that may be made at any time, which shall win if a total of 6 is thrown the hardway (i.e., with 3 appearing on each die) before 6 is thrown in any other way and before a 7 is thrown.

2.9 Eight the Hardway. "Eight the Hardway" shall mean a wager, that may be made at any time, which shall win if a total of 8 is thrown the hardway (i.e., with 4 appearing on each die) before 8 is thrown in any other way and before a 7 is thrown.

2.10 Ten the Hardway. "Ten the Hardway" shall mean a wager, that may be made at any time, which shall win if a total of 10 is thrown the hardway (i.e., with 5 appearing on each die before 10 is thrown in any other way and before a 7 is thrown.

2.11 Field Bet. "Field Bet" shall mean a one roll wager that may be made at any time which shall win if any one of the totals 2, 3, 4, 9, 10, 11 or 12 is thrown on the roll immediately following placement of such bet and shall lose if a total of 5, 6, 7, or 8 is thrown on such roll.

2.12 Any Seven. "Any Seven" shall mean a one roll wager that may be made at any time which shall win if a total of 7 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

2.13 Any Craps. "Any Craps" shall mean a one roll wager that may be made at any time which shall win if a total of 2, 3 or 12 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

2.14 Craps Two. "Craps Two" shall mean a one roll wager that may be made at any time which shall win if a total of 2 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

2.15 Craps Three. "Craps Three" shall mean a one roll wager that may be made at any time which shall win if a total of 3 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

2.16 Craps Twelve. "Craps Twelve" shall mean a one roll wager that may be made at any time which shall win if a total of 12 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

2.17 Eleven in One Roll. "Eleven in One Roll" shall mean a one roll wager that may be made at any time which shall win if a total of 11 is thrown on the next roll and shall lose if any other total is thrown.

2.18 Horn Bet. "Horn Bet" shall mean a one roll wager that may be made at any time which shall win if any one of the totals 2, 3, 11 or 12 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown.

2.19 Horn High Bet. "Horn High Bet" shall mean a wager that may be made at any time which shall win if any one of the totals 2, 3, 11 or 12 is thrown on the roll immediately following placement of such bet and shall lose if any other total is thrown. A horn high bet shall be placed in units of five with four units wagered as a Horn Bet and an additional unit wagered on one of the totals 2, 3, 11 or 12. A casino that does not have a designated area on its layout for the acceptance of a Horn High Bet shall break down the wager into two separate wagers on the "horn" and one of the totals 2, 3, 11 or 12.

Only, the wagers listed in Section 2 and the supplemental wagers provided for in Section 6 shall be permissible at the game of craps.

3. Making and Removal of Wagers.

3.1 Wagers should be made before the dice are thrown but may be made between the time the dice leave the shooter's hand and the time the dice come to rest provided that they are confirmed orally by the dealer and a boxman.

3.2 ~~All~~ wagers at craps shall be made by placing gaming chips or plaques on the appropriate areas of the craps layout except that verbal wages accompanied by cash flat on the table may be accepted provided that they are confirmed by the dealer and that such cash is expeditiously converted into gaming chips or plaques.

3.3 A wager made on any bet may be removed or reduced at any time prior to a roll that decides the outcome of such wager expect that a Pass Bet and a Come Bet shall not be removed or reduced after a come out point or come point is established with respect to such bet.

3.4 A Don't Come Bet and a Don't Pass Bet may be removed or reduced at any time but may not be replaced or increased after such removal or reduction until a new come out roll.

3.5 All buy and place to win bets, come odds, and hardways shall be inactive on any come out roll unless called "On" by the player and confirmed by the dealer through placement of an "On" marker button on the top of each player's wager. All other wagers shall be considered "On".

3.6 The minimum and maximum wagers to be permitted at each craps table in the casino shall be and remain conspicuously posted on a sign at each table.

4. Payout Odds.

4.1 All odds stated on any layout or in any brochure or other publication distributed by the casino shall be stated through use of the word "to" and no odds shall be stated through use of the word "for".

4.2 The casino shall pay off winning wagers at the game of craps at the odds listed below.

Wager	Payout Odds
Pass Bet	1 to 1
Don't Pass Bet	1 to 1
Come Bet	1 to 1
Don't Come Bet	1 to 1
Place Bet 4 to Win	9 to 5
Place Bet 5 to Win	7 to 5
Place Bet 6 to Win	7 to 5
Place Bet 8 to Win	7 to 5
Place Bet 9 to Win	7 to 5
Place Bet 10 to Win	9 to 5

Place Bet 4 to Loss	5 to 11
Place Bet 5 to Loss	5 to 8
Place Bet 6 to Loss	4 to 5
Place Bet 8 to Loss	4 to 5
Place Bet 9 to Loss	5 to 8
Place Bet 10 to Loss	5 to 11
Four the Hardway	7 to 1
Six the Hardway	9 to 1
Eight the Hardway	9 to 1
Ten the Hardway	7 to 1

Wager	Payout Odds
Field Bet	1 to 1 on 3, 4, 9, 10, 11 2 to 1 on 2 2 to 1 on 12
Any Seven	4 to 1
Any Craps	7 to 1
Craps 2	30 to 1
Craps 3	15 to 1
Craps 12	30 to 1
11 in One Roll	15 to 1

4.3 A horn bet and horn high bet shall be paid as if they were four separate wagers on 2, 3, 11 or 12.

4.4 No casino or employees shall accept any wager that because of the amount thereof cannot be paid at the odds permitted by 4.2 or 4.3 above.

5. True Odds on Place Bets (Buy and Lay Bets); Vigorish Prohibited.

5.1 Buy Bets. In addition to the payout odds set forth in Section 4 above, for place bets to win on 4, 5, 6, 8, 9 and 10, the casino may offer a player the option of receiving true odds

on these bets in return for the player paying to the casino, at the time of making the bet, a percentage of the amount wagered which in no event shall exceed five percent of such wager. Under such circumstances, the casino shall conform to the odds listed below in paying off winning wagers on these bets:

BET	ODDS
4 to Win	2 to 1
5 to Win	3 to 2
6 to Win	6 to 5
8 to Win	6 to 5
9 to Win	3 to 2
10 to Win	2 to 1

5.2 Lay Bets. In addition to or in lieu of the payout odds set forth in Section 4 above, for place bets to lose on 4, 5, 6, 8, 9 and 10, the casino may offer a player the option of receiving true odds on these bets in return for the player paying to the casino, at the time of making the bet, a percentage of the amount the player could win on such bet which in no event shall exceed five percent of such wager. Under such circumstances, the casino shall conform to the odds listed below in paying off winning wagers on these bets:

BET	ODDS
4 to Lose	1 to 2
5 to Lose	2 to 3
6 to Lose	5 to 6
8 to Lose	5 to 6
9 to Lose	2 to 3
10 to Lose	1 to 2

5.3 Except as provided for in subsections 5.1 and 5.2 of this Section, the casino shall not charge any percentage, fee or vigorish to a player in making any wager in the game of craps.

6. Supplemental Wagers Made After Come Out Roll in Support of Pass; Don't Pass; Come and Don't Come Bets (Taking and Laying Odds).

6.1 Whenever a player makes a Pass Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the come out roll, he shall have the right to make an additional wager in support of the pass bet which may be limited by the casino to an amount double or equal to the amount of the original pass bet. If, in such circumstances, the pass bet wins, the original amount of the pass bet shall be paid at odds of 1 to 1 and the supplemental amount shall be paid at odds of 2 to 1 if the come out point was 4 or

10, 3 to 2 if the come out point was 5 or 9, and 6 to 5 if the come out point was 6 or 8.

6.2 Whenever a player makes a Don't Pass Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the come out roll, he shall have the right to make an additional wager in support of the don't pass bet which may be limited by the casino to an amount so calculated as to provide winnings not in excess of the amount originally wagered on the Don't Pass Bet. If, in such circumstances, the Don't Pass Bet wins, the original amount of the Don't Pass Bet shall be paid at odds of 1 to 1 and the supplemental amount shall be paid at odds of 1 to 2 if the Come Out Point was 4 or 10, 2 to 3 if the Come Out Point was 5 or 9, and 5 to 6 if the Come Out Point was 6 or 8.

6.3 Whenever a player makes a Come Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the roll immediately following placement of such bet, he shall have the right to make an additional wager in support of the Come Bet which may be limited by the casino to an amount double or equal to the amount of the original Come Bet. If, in such circumstances, the Come Bet wins, the original amount of the Come Bet shall be paid at odds of 1 to 1 and the supplemental amount shall be paid at odds of 2 to 1 if the Come Out Point was 4 or 10, 3 to 2 if the Come Point was 5 or 9, and 6 to 5 if the Come Point was 6 or 8.

6.4 Whenever a player makes a Don't Come Bet and a total of 4, 5, 6, 8, 9 or 10 is thrown on the roll immediately following placement of such bet, he shall have the right to make an additional wager in support of the Don't Come Bet which may be limited by the casino to an amount so calculated as to provide winnings not in excess of the amount originally wagered on the Don't Come Bet. If, in such circumstances, the Don't Come Bet wins, the original amount of the Don't Come Bet shall be paid at odds of 1 to 1 and the supplemental amount shall be paid at odds of 1 to 2 if the Come Point was 4 or 10, 2 to 3 if the Come Point was 5 or 9, and 5 to 6 if the Come Point was 6 or 8.

7. Dice; Retention; Selection.

7.1 A set of at least five dice shall be present at the craps table during gaming at craps. Control of the dice shall be the responsibility of the Stickman at the table who shall retain all dice, except those in active play, in a dice cup at the table.

7.2 At the commencement of play, the Stickman shall offer the set of dice to the player immediately to the left of the Boxman at the table. If such a player rejects the dice, the Stickman shall offer the dice to each of the other players in turn clockwise around the table until one of the players accepts the dice.

7.3 The first player to accept the dice when offered shall become the shooter who shall select and retain two of the dice offered. The remaining dice of the set shall be returned to the dice cup which shall be placed immediately in front of the Stickman.

8. Throw of the Dice.

Upon selection of the dice, the shooter shall make a Pass or Don't Pass Bet after which he shall throw the two selected dice so that they leave his hand simultaneously and in a manner calculated to cause them to strike the end of the table farthest from him.

9. Invalid Roll of the Dice.

9.1 A roll of the dice shall be invalid whenever either or both of the dice go off the table or whenever one die does to rest on top of the other.

9.2 A Boxman or Stickman, as designated by the casino, shall have the authority to invalidate a roll of the dice by calling "No Roll" for any of the following reasons:

(A) The dice do not leave the shooter's hand simultaneously;

(B) Either or both of the dice fail to strike an end of the table;

(C) Either or both of the dice come to rest on the chips constituting the craps bank of chips located in front of the Boxman;

(D) Either or both of the dice come to rest in the dice cup in front of the Stickman or on one of the rails surrounding the table;

(E) The use of a cheating, crooked or fixed device or technique in the roll of the dice; and

(F) For any other reason the Boxman or Stickman, as the case may be, considers the throw to be improper.

9.3 The calls of "No Roll" by the Boxman or Stickman under either paragraphs 9.2(A), 9.2(B) or 9.2(F), shall, whenever possible, be made before both dice come to rest.

9.4 A throw of the dice which results in the dice coming into contact with any chips on the table, other than the craps bank of chips located in front of the Boxman, shall not be a cause for a call of "No Roll".

10. Point Throw; Settlement of Wagers.

10.1 When the dice come to rest from a valid throw, the Stickman shall at once call out the sum of the numbers on the high or uppermost sides of the two dice. Only one face on each die shall be considered skyward.

(A) In the event either or both of the dice do not land flat on the table (e.g., on edge of the die is resting cocked on a stack of chips), the side directly opposite the side that is resting on the chips or other object shall be considered uppermost and skyward. If more than one side of a die is resting on a stack of chips or other object, the roll shall be void and the dice shall be re-thrown.

(B) In the event of a dispute as to which face is uppermost, the Boxman shall have discretion to determine which face is uppermost or to order the throw be void and the dice be re-thrown.

10.2 After calling the throw, the Stickman shall collect the dice and bring them to the center of the table between himself and the Boxman. All wagers decided by that throw shall then be settled following which the Stickman shall pass the dice to the Shooter for the next throw. When collecting the dice and passing them to the Shooter, the Stickman shall use a stick designed for that purpose.

11. Continuation of Shooter as Such; Selection of New Shooter.

11.1 It shall be the option of the shooter, after any roll, either to pass the dice or remain the shooter except that:

(A) The shooter shall pass the dice upon throwing a loser 7; and

(B) The boxman may order the shooter to pass the dice if the shooter unreasonably delays the game, repeatedly makes invalid rolls or violates either the statute or applicable regulation governing play of the game.

11.2 Whenever a voluntary or compulsory relinquishment of the dice occurs by the shooter, the Stickman shall offer the complete set of 5 or more dice to the player immediately to the left of the previous shooter and, if he does not accept, to each of the other players in turn clockwise around the table.

11.3 The first player to accept the dice when offered shall become the new shooter who shall select and retain two of the dice offered. The remaining dice of the set shall be returned to the dice cup which shall be placed immediately in front of the Stickman.

CHAPTER THREE
ROULETTE

1. Wagers

1.1 All wagers at Roulette shall be made by placing gaming chips or plaques on the appropriate areas of the roulette layout except that verbal wagers accompanied by cash may be accepted provided that they are confirmed by the dealer and that such cash is expeditiously converted into gaming chips or plaques.

1.2 No person at a roulette table shall be issued or permitted to game with chips that are identical in color and design to chips being used by another person at the same table.

1.3 Each player shall be responsible for the correct positioning of his wager or wagers on the roulette layout regardless of whether he is assisted by the dealer. Each player must ensure that any instructions he gives to the dealer regarding the placement of his wagers are correctly carried out.

1.4 Each wager shall be settled strictly in accordance with its position on the layout when the ball falls to rest in a compartment of the wheel.

1.5 The minimum and maximum wagers permitted at each roulette table in the casino shall be and remain conspicuously posted on a sign at each table.

2. Roulette; Payout Odds.

2.1 The casino shall pay off winning wagers at the game of roulette at the odds listed below:

BETS	PAYOUT ODDS
Straight	35 to 1
Split	17 to 1
3-Number	11 to 1
4-Number	8 to 1
5-Number	6 to 1
Columns	2 to 1
Dozen	2 to 1
Red	1 to 1

Black	1 to 1
Odd	1 to 1
Even	1 to 1
Low	1 to 1
High	1 to 1

2.2 When roulette is played in a double zero wheel and the roulette ball comes to rest around the wheel in a compartment marked zero (0) or double zero (00), wagers on red, black, odd, even, 1 to 18, and 19 to 36 shall be lost or each player having such a wager shall surrender half the amount on such bet and remove the remaining half, as determined by the Manager.

2.3 When roulette is played on a single zero wheel and the roulette ball comes to rest around the wheel in a compartment marked zero (0), wagers on red, black, odd, even, 1 to 18, and 19 to 36 shall be lost.

3. Rotation of Wheel and Ball.

3.1 The roulette ball shall be spun by the dealer in a direction opposite to the rotation of the wheel and shall complete at least four revolutions around the track of the wheel to constitute a valid spin.

3.2 While the ball is still rotating in the track around the wheel, the dealer shall call "No More Bets."

3.3 Upon the ball coming to rest in a compartment around the wheel, the dealer shall announce the number of such compartment and shall place a point marker to be known as a "crown" or "dolly" on that number on the roulette layout.

3.4 After placing the crown on the layout, the dealer shall first collect all losing wagers and then pay off all winning wagers.

4. Irregularities.

4.1 If the ball is spun in the same direction as the wheel, the dealer shall announce "No Spin" and shall attempt to remove the roulette ball from the wheel prior to its coming to rest in one of the compartments.

4.2 If the roulette ball does not complete four revolutions around the track of the wheel, the dealer shall announce "No Spin" and shall attempt to remove the roulette ball from the wheel prior to its coming to rest in one of the compartments.

4.3 If a foreign object enters the wheel prior to the ball coming to rest, the dealer shall announce "No Spin" and shall attempt to remove the roulette ball from the wheel prior to its coming to rest in one of the compartments.

CHAPTER FOUR
BLACKJACK

1. **Definitions.** The following words and terms, when used in this Chapter, shall have the following meanings unless the context clearly indicates otherwise.

1.1 Blackjack. "Blackjack" shall mean an ace and a second card with a point value of ten dealt as the initial two cards to a player or the dealer. Blackjack may not include an ace and a ten--point value card dealt to a player who has split pairs;

1.2 Dealer. "Dealer" shall mean the person responsible for dealing the cards at a blackjack table;

1.3 Hard Total. "Hard total" shall mean the total point count of a hand which contains no aces or which contains aces that are counted as one in value;

1.4 Shoe. "Shoe" shall mean a dealing device that has a compartment in which cards are stacked and which permits cards to be dealt at any given time;

1.5 Soft Total. "Soft total" shall mean the total point count of a hand containing an ace when the ace is counted as eleven in value.

2. **Cards.** The value of the cards contained in a deck of cards is as follows:

2.1 A card from 2 to 10 has its face value;

2.2 A jack, queen or king has a value of 10; and

2.3 An ace has a value of 11 unless that would give a player or the dealer a score in excess of 21, in which case it has a value of one.

A standard blackjack deck shall contain 52 cards in four suits, hearts, diamonds, clubs and spades with each suit consisting of numerical cards from 2 to 10 and a jack, a queen, a king and an ace. More than one deck of cards may be used for play at blackjack at the discretion of the casino.

3. **Wagers.** Before the first card is dealt for a round of play, a player may make a wager against the dealer. The player wins his wager if any of the following events occur:

3.1 The sum of the player's cards is 21 or less and the sum of the dealer's cards is more than 21;

3.2 The sum of the player's cards exceeds that of the dealer without either exceeding 21; or

3.3 The player has blackjack and the dealer does not.

4. Push; Exceptions. A wager is void and returned to the player when the sum of the player's cards is the same as the dealer, but a player's wager is lost if the dealer has a blackjack and the sum of the player's cards is 21 and not a blackjack.

5. Wagering Rules. Except when splitting pairs, doubling down, surrendering, or making an insurance wager, no wager may be increased or withdrawn after the first card of a round has been dealt. All wagers at blackjack must be made by placing gaming chips, tokens, or coins on the appropriate areas of the blackjack layout.

6. Payment of Wagers. Winning wagers must be paid at odds of at least one to one with the exception of blackjack which must be paid at odds of at least three to two.

7. Handling of Wagers. Except for splitting pairs, surrendering, insurance, and doubling down, once the first card of the hand has been dealt by the dealer, no player may handle, remove, or alter any wagers that have been made until the hand has been completed. After a wager on the insurance line, a surrender, a wager to double down, or a wager to split pairs has been confirmed by the dealer, no player may handle, remove, or alter the wagers until the hand is completed. No dealer or other employee of the casino may permit a player to violate this section.

8. Inspection of Cards. After receiving the cards at the table, the dealer must sort and inspect the cards.

9. Presentation of Cards. After the cards are sorted and inspected, the cards must be spread out, face upward on the table, for visual inspection by the players. The cards must be spread out ~~in~~ horizontal fan shaped columns by deck according to suit and sequence.

10. The Shuffle and Reshuffle. After the players inspect the cards, the cards must be turned face downward on the table, mixed thoroughly, and stacked. After each stack of cards is dealt, the dealer must reshuffle the cards so that they are randomly intermixed. A reshuffle of the cards must take place after the cutting card is reached. The Dealer shall reshuffle the cards at supervisor's discretion.

11. Cut. After the cards have been shuffled, the dealer must offer the stack of cards with the backs facing away from him to the cutting player to be cut. The cutting player must cut the cards by placing the cutting card in the stack at least five cards from either end. Once the cutting card has been inserted by the player, the dealer must take all cards in front of the cutting card and place them on the back of the stack after which the dealer must insert the cutting card in a position approximately one quarter of the distance from the back of the stack. If a shoe is used, the stack of cards must then be inserted into the dealing shoe for the beginning of play; otherwise, the cards may be dealt from the hand.

12. Cutting Player. The dealer must make a reasonable attempt to alternate the cut among all the players.

13. Procedure for Dealing Cards. Cards used to game at blackjack must be dealt from the hand or from a dealing shoe specifically designed for the purpose and located on the table on the left of the dealer. A dealer must remove cards from the shoe or the deck and then place them on the appropriate area of the layout.

14. Burn Procedure. At the discretion of the casino, the dealer may deal the first card face downward and place it in the discard rack which must be located on the table immediately in front of or to the right of the dealer. A new dealer who comes to the table may also burn one card before the new dealer deals cards to the players. At the discretion of a member of the tribal commission, the burn card may be disclosed upon request.

15. The Deal. At the beginning of a round of play, the dealer must, starting on his left and continuing clockwise around the table, deal the cards in the following order:

15.1 One card face downward or upward to each box in which a wager is contained;

15.2 One card face upward to himself;

15.3 A second card, face downward or upward to each box in which a wager is contained; and

15.4 One card face downward to himself.

16. The Play. After two cards have been dealt to each player and to the dealer, each player must double down, surrender, split pairs, stand, draw, or make an insurance wager. As each player indicates his decision, the dealer must deal face upward whatever additional cards are necessary.

17. The Pickup. At the conclusion of a round of play, all cards on the layout must be picked up by the dealer from right to left, so that they can be readily arranged to indicate each player's hand in case of question or dispute. After the players' cards have been collected, the dealer must pick up his cards and put them at the bottom of the players' cards and place them in the discard rack. When the value of a player's cards exceeds 21, the player's cards shall be revealed and placed in the discard rack.

18. Dealer's Hole Card. The dealer may not look at the face of his hole card until after all cards requested by the players are dealt to them unless the dealer's first card is an ace or has the value of ten.

19. Dealing After Cutting Card Reached. If the cutting card is reached during the deal of the cards, the dealer must continue dealing until that round of play is completed.

20. Prohibited Acts. No player or spectator may remove, add or alter any cards except as provided by this chapter, and no dealer or other employee of the casino may permit a player or spectator to engage in such activity.

21. Point Count. A player is responsible for correctly computing the point count of his hand, and no player may rely on the point counts announced by the dealer.

22. Insurance Wagers. If the first card dealt to the dealer is an ace, a player may make an insurance bet which wins if the dealer's hole card is a king, queen, jack or ten and loses if the dealer's hole card is an ace, two, three, four, five, six, seven, eight or nine. An insurance bet is made by placing on the insurance line of the layout an amount not more than half the amount staked on the player's initial wager. A player may bet an amount in excess of half the initial wager to the next unit that can be wagered in chips, if because of the value of chip denominations, half the initial wager cannot be bet. Insurance wagers must be placed immediately after the second card is dealt to each player, after the dealer's card is exposed, and before any to the dealer. All winning insurance wagers must be paid at odds of two to one. All losing insurance wagers must be collected by the dealer immediately after he draws his second card or discloses his hole card and before he draws any additional cards.

23. Doubling Down. Except for blackjack, the casino may allow a player to double down on his hand, which is to make an additional wager, not exceeding his original wager, on the first two cards dealt to him or the first two cards of any split pair. Only one additional card shall be dealt to the hand on which the player

elects to double down. If a dealer obtains blackjack after a player doubles down, the dealer must collect the amount of the original wager of the player and may not collect the additional amount wagered in doubling down.

24. Splitting Pairs. If the first two cards dealt to a player are identical in value, he may split the hand into two separate hands by making a wager on the second hand equal to his original wager. If a player splits pairs, the dealer must deal a second card to the first hand so formed and must complete the player's decisions on that hand
before dealing cards to the second hand. After a second card is dealt to a split pair, the player must stand, surrender, draw, or double down. A player may not split pairs or double down more than two times in a round of play on any one hand unless the Manager opts otherwise. A player splitting aces may have only one card dealt to each ace. If the dealer obtains blackjack after a player splits pairs, the dealer may only collect the amount of the original wager of the player and may not collect the additional amount wagered in splitting pairs.

25. Drawing of Additional Cards by Players and Dealers. A player may elect to draw additional cards if his point count total is less than 21. A player with blackjack or a hard or soft total of 21 may not draw additional cards.

A dealer must draw additional cards to his hand until he has a hard or soft total of 17, 18, 19, 20, or 21. Thereafter, no additional cards may be drawn. A dealer may not draw additional cards to his hand, regardless of the point count, if decisions have been made on all players' hands and the point count of the dealer's hand will have no effect on the outcome.

26. Player Wagering on More Than One Box. The casino may permit a player to wager on more than one box or may limit multiple play during hours when there are insufficient seats in an establishment to accommodate patron demand.

27. Dealing Irregularities. The Manager shall adopt a policy regarding dealing irregularities which shall include the following:

27.1 A card found turned face upward in the shoe or deck;

27.2 A card drawn in error without its face being exposed;

27.3 A card dealt when the next player is improperly skipped;

27.4 A card dealt when the dealer is improperly skipped.

28. Surrender. At the option of the casino, a player may surrender his cards by forfeiting half his original wager if the dealer does not have blackjack. A player must surrender before he receives additional cards to his hand.

29. Posting of Rules. The casino shall post the rules of play and betting of blackjack in a prominent place so that they can be read by a player from the table.

CHAPTER FIVE
POKER

1. **Definitions.** These words and terms, when used in this Chapter, shall have the following meanings unless the context clearly indicates otherwise.

1.1 Action. "Action" shall mean a player acting in turn.

1.2 All In. "All in" shall mean a player has invested all of his remaining chips in the outcome of a hand. His bet cannot be more than a legal bet or a legal bet and raise if a raise is available. He can only win that portion of the pot in which he contributed chips plus an equal amount of chips from each player remaining in the pot.

1.3 Ante. "Ante" shall mean a predetermined contribution to the pot by all players before any cards are dealt in a hand.

1.4 Bet. "Bet" shall mean a predetermined contribution to the pot by all players before any cards are dealt in a hand.

1.5 Betting Round. "Betting round" shall mean a complete cycle from the first bettor to the last person to call.

1.6 Blind. "Blind" shall mean a designed bet placed before the first card is dealt. The blind is a live bet which can win the pot if not called or raised.

1.7 Board. "Board" shall mean the community cards in flop games or the exposed cards in a stud game.

1.8 Return Card. "Return card" shall mean a card which is removed from the top of the deck without exposing its value by the dealer and placed separate from the discards before the start of a round. Since the deck is in plain sight of all players, the bum card prevents players from viewing the top card in play.

1.9 Button. "Button" shall mean an object which designates the dealer ~~or~~ last to act in a round. The button is moved one position in a clockwise rotation at the conclusion of each hand.

1.10 Buy-In. "Buy-in" shall mean the purchase of chips or placing sufficient money on the table before the start of a hand. (See minimum buy-in.)

1.11 Call. "Call" shall mean placing a bet equal to the last legal or going all in.

1.12 Cards Read. "Cards read" shall mean that any hand placed open and flat on the table shall be read by the dealer and can be announced by any player at the table. A player need not correctly identify his hand to win.

1.13 Check. "Check" shall mean not initiating a bet or surrendering a hand, but retaining the right to act if a bet is made.

1.14 Check and Raise. "Check and raise" shall mean a raise of a bet from a player who has previously checked.

1.15 Chips. "Chips" shall mean tokens which are marked with a direct correlation for the money they represent.

1.16 Community Cards. "Community cards" shall mean cards dealt face upward which can be used by all players to make their best hand.

1.17 Comp. "Comp" shall mean a meal, beverage, accommodation or other cost item that is paid by the house.

1.18 Cut. "Cut" shall mean to divide the deck into two stacks and then reunite them without changing the order except to shift the top portion of the deck to the bottom. An alternative is to place a "cut card" in the deck to determine the top and bottom of the deck. The cut card remains on the bottom and any cards under the cut card are relocated in order to the top of the deck.

1.19 Cut Card or Cap Card. "Cut card" or "cap card" shall mean a card which cannot be construed as a playing card and is used to conceal the last card on the deck.

1.20 Dead Hand. "Dead hand" shall mean a hand that has no claim to the pot.

1.21 Deal. "Deal" shall mean the distribution of playing cards to the players. Also, it can describe the button.

1.22 Down Card. "Down card" shall mean a card dealt face downward.

1.23 Draw. "Draw" shall mean the taking of additional cards by a player as in draw poker or an unmade hand with the possibility of completion.

1.24 Draw Games. "Draw games" shall mean those games which use a common format whereby players are dealt down cards only and may replace those cards with other down cards at a designated time.

1.25 Drop. "Drop" shall mean the house percentage or jackpot amount removed from the table.

1.26 Drop Box. "Drop box" shall mean a locked container usually attached to the table where the drop is deposited until collected and counted.

1.27 Fixed Bet. "Fixed Bet" shall mean a bet that must be of a designated size or the player must check. Also know as structured bet.

1.28 Flexible Bet. "Flexible bet" shall mean a bet which can be of varying size within fixed parameters. Also knonw as a "range" or "spread" bet.

1.29 Floor Person. "Floor person" shall mean a supervisor with specific knowledge of rules and procedure.

1.30 Flop. "Flop" shall mean the three community cards turned over at once in games such as hold'em, pineapple or omaha.

1.31 Flop Games. "Flop games" shall mean those games which use a common format with a flop.

1.32 Fold. "Fold" shall mean to surrender a hand or refuse to call a bet.

1.33 Forced Bet. "Forced bet" shall mean a mandatory bet made by a player determined by a random up card for the purpose of starting a pot. A player who buys in at a table using a forced bet accepts the forced bet at a conditional rule of play and cannot refuse the bet.

1.34 Hand. "Hand" shall mean one game in a series, one deal, the cards held by a player, cards retained by a player entitling him to participate in the action, or the combination of cards necessary to win a pot.

1.35 High Poker. "High poker" shall mean the collection of games that value the hand which is uppermost on ranking charts for poker, or the high part of the pot.

1.36 High/Low Split. "High/low split" shall mean that the best high hand and the best low hand shall win an equal share of the pot, assuming equal investment.

1.37 Hold'em. "Hold'em" shall mean a type of flop game.

1.38 House. "House" shall mean the establishment operating the casino, or one player who wagers against every other player who only wager against that player.

1.39 Imprest Bank. "Imprest bank" shall mean a bank of money which remains at a set fixed amount. A dealer's tray or poker room bank should be an imprest bank.

1.40 Jackpot. "Jackpot" shall mean a money award based upon an amount collected from each hand or donated by the house to a qualifying hand or combination of hands.

1.41 Jacks Back. "Jacks back" shall mean a type of draw game that requires at least jacks or better to open for high. If no one opens for high, each person can open for low.

1.42 Joker. "Joker" shall mean a card which acts as an ace or any card necessary to complete a flush or straight in high poker and as the lowest unmatched card in low poker.

1.43 Lowball. "Lowball" shall mean a draw game that awards the pot to the least valuable hand on the ranking chart.

1.44 Low Poker. "Low poker" shall mean the collection of games which award the pot to the least valuable hand on the ranking chart.

1.45 Minimum Buy-In. "Minimum buy-in" shall mean the lowest amount of money a player must invest to play at a table.

1.46 Misdeal. "Misdeal" shall mean a hand which is dealt wrongly or the action of dealing a hand wrongly.

1.47 Muck. "Muck" shall mean the discard pile. A hand which hits the muck is dead.

1.48 No Limit. "No limit" shall mean that there is no constraint on the size of any bet or raise.

1.49 Omaha. "Omaha" shall mean a type of flop game.

1.50 Open. "Open" shall mean making the first betting action.

1.51 Opener. "Opener" shall mean the person who makes the first betting action.

1.52 Openers. "Openers" shall mean a hand which satisfies the requirements for first betting action.

1.53 Pineapple. "Pineapple" shall mean a type of flop game.

1.54 Pot. "Pot" shall mean the sum of the antes, blinds and bets.

1.55 Pot Limit. "Pot limit" shall mean each bet in a game must not exceed the size of the pot. The portion of the call is assumed to be part of the pot when calculating the size of the pot.

1.56 Proposition or Prop Player. "Proposition" or "prop player" shall mean a player employed by the house at an hourly rate

to play in poker games. All money invested in the games must come from the player's own funds.

1.57 Qualifier. "Qualifier" shall mean a minimum hand requirement before entitlement to a pot award.

1.58 Raise. "Raise" shall mean a bet in excess of the previous bet or raise at least as large as that bet or raise, except in the case of an all in raise or no limit game.

1.59 Rake. "Rake" shall mean the act of taking the percentage of the pot due the house by the dealer or the amount due the house for hosting the game.

1.60 Razz. "Razz" shall mean seven card stud played low only.

1.61 Round. "Round" shall mean the cycle or bets made by the players following the deal of the cards, or a series of hands beginning, proceeding clockwise and ending with a designated dealer.

1.62 Shill. "Shill" shall mean a player employed by the house on an hourly rate and funded by the house to play in a poker game.

1.63 Showdown. "Showdown" shall mean the revealing of each player's hand who called the final bet to determine the winner of the pot.

1.64 Split Pot. "Split pot" shall mean a pot which has more than one winner entitled to a portion of the pot.

1.65 String Bet. "String bet" shall mean an improper raise that involves two motions to the pot.

1.66 Structured Games. "Structured games" shall mean games with fixed bets. (See fixed bets.)

1.67 Stud Games. "Stud games" shall mean the collection of games where face up and face down cards are dealt to each player.

1.68 Suits. "Suit" shall mean a group of similarly colored and like-symbol cards.

1.69 Table Stakes. "Table stakes" shall mean that a player can only wager within the limits up to the amount of chips and money on the table in plain view in any one hand.

1.70 Time. "Time" shall mean a declaration by a player to warn the dealer to hold up the action until a decision can be made.

1.71 Time Collection. "Time collection" shall mean the collection of the money due the house by calculating a set fee per time period or hand played.

1.72 Tournament. "Tournament" shall mean a contest to determine the best player within set parameters such as time period or amount of chips remaining in front of each player.

1.73 Tournament Chips. "Tournament chips" shall mean special chips that have no stated value that can be assigned artificial values for the duration of the tournament.

1.74 Tray In - Tray Out. "Tray in - Tray out" shall mean a system used by poker dealers that makes them responsible for the amount of chips in their tray throughout their shift as they carry their tray to different tables.

1.75 Wheel. "Wheel" shall mean a hand which is comprised of Ace, 2, 3, 4, 5. The smallest straight in high poker or lowest hand in low poker except in designated games such as Kansas City lowball.

1.76 Wild Card. "Wild card" shall mean a card that a player may declare to have any value in the deck.

2. Permissible Forms of Poker.

Poker games permissible under this Chapter shall include all draw games, all stud games, all flop games and all other games which meet the following criteria:

2.1 Poker is usually but not necessarily played with cards.

2.2 When cards are used, cards are ranked from a designated highest to lowest.

2.3 There is a ranking system which assigns relative value to each player's combination of cards. The rankings are not arbitrary, but based upon the mathematical expectation for receiving each combination called a hand.

2.4 There is a prize worth winning offered by a player or combination of players before a hand begins. The usual form is ante, blind or forced bet.

2.5 Each player can participate in turn in the action based upon cards solely under his control possibly combined with other cards.

2.6 At least some of the cards under a player's control are known only to him.

2.7 Each player has an opportunity to bet on the cards which comprise his hand. There may be more than one betting round.

2.8 Players bet against the relative holdings of the other players instead of against a "house", unless each player has an equal opportunity to become the "house".

2.9 If any bet goes around the table without action, the bettor wins that pot or portion of the pot.

2.10 If, after the final round of betting more than one player remains, all must reveal their cards or surrender any claim to the pot. Ties or equal entitlement based upon a predetermined qualification can split the pot.

3. Traditional Ranking of Cards in Hands.

3.1 Five aces - - includes the joker when available and the ace of each suit.

3.2 Straight flush - - five cards of the same suit in sequence. The highest card in the hand designates the relative value of the straight flush. No suit is higher than any other suit.

3.3 Four of a kind - - four cards of the same rank.

3.4 Full House - - three cards of the same rank combined with two cards of another rank. The value of the three cards has priority over the pair in comparing hands.

3.5 Flush - - Five cards of the same suit. The highest card in the suit designates the relative value of the flush. No suit is higher than any other suit.

3.6 Straight - - five cards in numerical sequence: the ace may be low or high, but may not be combined in sequence with high and low cards (Q, K, A, 2, 3). The highest card in the sequence designates the relative value of the straight. An ace, when played low, (A,2,3,4,5) shall be treated as a one.

3.7 Three of a kind - - three cards of the same rank.

3.8 Two pair - - two cards of the same rank combined with two cards of another rank. The highest pair first has priority when comparing hands.

3.9 One pair - - two cards of the same rank.

3.10 No pair - - the highest ranking card in the hand, followed by the next highest card, etc.

All poker games will conform to this ranking system or the reverse (as in lowball) if no alternative ranking system is posted. Other ranking systems based upon mathematical expectation may be used, but must be posted in plain view at the game where the different system is played.

4. Use of a Joker. At the discretion of the casino and with notice to all players, a joker may be used as an additional ace, the highest unmatched flush card in a hand, a card which completes a sequence for a straight or the lowest unmatched card in lowball.

5. Ties. At the showdown if two or more hands have the same rank of hand, the procedure is as follows: Straight flushes are compared by the highest card in the sequence. Four of a kind hands are compared first by the rank of the four of a kind and then by the fifth card. Full houses are compared by the value of the three of a kind first and then by the value of the pair. Flushes are compared by the value of the highest card first and then card by card in descending order. Straights are compared by the highest card in the sequence. Three of a kind is valued first by the set and then by the rank of the other two card in descending order. Two pair is compared by the highest pair first, the second pair next and then the fifth card. One pair is compared by the pair and then the other three cards in descending order. No pair is compared by each successive highest card in descending order. In lowball, the hand with the higher grouping loses. (8, 7, 6, 3, 2 is lower than 8, 7, 6, 4, A because the 3 is lower than the 4 as the fourth card in the comparison.) A suit is the equal value of any other for the purpose of winning the pot. In the event of equal value hands which win, the pot shall be divided equally according to the amount invested by each player.

6. Cards. The traditional game of poker is played with a single standard deck of 52 cards or 53 cards including a joker. The design on the backs of the cards must be identical, and no card can contain any marking, symbol or design that enables a player or dealer to know the identity of any element printed on the face of the card. The design must be the same facing for opposite directions and it should contain a plain border around the outside of the design. The card material and design of the cards should discourage the ability of any person to systematically mark them. No cards shall be used that are taped, shaved, cut, marked, defaced, crimped, bent, deformed or otherwise defective. The casino must have two separate decks of cards available at each table. The color of the backs of the two decks must be of different predominant color. A player may request a deck change before the shuffle for the next hand. Any new deck entering a game must be a different color from the previous deck, verified that the correct cards are present and shuffled before being distributed.

7. **Shuffle and Cut.** Before the play of each hand the dealer must, in front of the players, gather and shuffle the cards so that they are randomly intermixed. The intent is to prevent anyone from determining in advance any card or sequence of cards. The shuffle must be in plain sight of all players and should not expose any cards. During the shuffle, the top, bottom and middle of the deck should be interchanged. After the shuffle, the dealer must cut the top of the deck onto the cut card with one hand and then place the remaining portion of the deck on top of that stack with the same hand or in such a way as it is obvious that no prearranged location for the cut was selected.

8. **The Deal.** Cards must be dealt one at a time from the top of the deck to each player in a clockwise direction starting from the dealer's left unless a button is used in the game. Then the deal begins from the first person to the left of the button. The button begins immediately to the dealer's right for a new game or the location is determined at random. The dealer must deliver cards in such a way as to prevent players from knowing the value of another player's concealed cards. Successive rounds are dealt only to players left in the pot.

9. **Protection of Hands.** Players are responsible for protecting their own hand. Removal of the hand from a 90 degree vertical extension of the table's edge can be deemed a fouled hand at the discretion of the dealer. Placing a chip or other device on top of cards flat on the table is considered protection and the hand will not be ruled dead if another hand accidentally comes in contact with the protected hand. A player who exposes his concealed card to other players in the pot on a regular basis after being warned by the dealer may be asked to leave the game.

10. **Format of the Games.** Each of the following games may be played high only, high/low split, high low split with an eight qualifier for low, or low only. The general format of the games is as follows:

10.1 Draw Games. There is usually an ante or an ante and a blind. The dealer gives each player five cards. The first player to act is either the first player left of the blind or if there is no blind, left of the button. In high draw it is possible that no one can open because a hand must have at least a pair of jacks or better to open, in which case the cards are collected, the button moves and the cards are shuffled and re-dealt. After someone opens, each player in turn can act. After the betting is complete there is a draw in turn from the left of the button. A player may draw up to five cards as replacements for the existing cards in his hands, but may not win with more or less than the required amount of cards. When the draws are complete, there is a betting round. At the end of this round, there is a showdown if a bet is called or there is no bet.

In lowball, players who do not at least call the blind must fold. If a person wins a second hand in a row, he receives a kill button and must place a double blind before receiving cards. The stakes are doubled for that hand and remain doubled until that person loses a hand. After the draw in all hands a hand with a seven low must bet if there is an option or lose any claim to money bet in that round.

In Jacks Back if no one opens for high, each person has the opportunity to open for low.

10.2 Stud Games. The normal method of introducing money into the pot is a forced bet or an hip and a forced bet. Each player receives a combination of up and down cards to start. Five card stud usually played one card down and one card face up for each player to start. There is a betting round. The dealer burns the top card and deals each player another face up card. This procedure of betting rounds followed by up cards continues until no one calls a bet or all players in the pot have five cards. At the end of the last betting round there is a showdown if a bet is called.

In seven card stud each player receives two cards face down and one card face up. The first round is usually a forced bet, although with an ante, best hand could start.

After each round players can bet. Each player left in the pot will receive three more up cards and the last card face down. The best five card hand chosen from among the seven cards wins the pot.

The four common games of seven card stud are high only, high/low split, eight or better - a game which places a qualifier of an eight for low, and razz.

10.3 Flop Games. Flop games usually have a blind or series of blinds, but an ante and a blind is also permissible. Each player receives down cards dealt first to the left of the button. There is a betting round beginning first from the person left of the last blind. No check is permitted on the first betting round. The dealer then burns the top card, deals three cards face down in a pile one at a time and "flops" or turns the three cards over at once, spreading them so all can see. There is another betting round beginning with the first person remaining left of the button. When all bets are complete, the dealer will burn a card and turn over another card face up in the center, placing it to the dealer's right of the other cards. There is another betting round, followed by another burn card and another face up card placed to the right of the other community cards and a last betting round. The best hand is usually the best five cards but some games insist on special combination of cards from the hand and the board. Five community cards dealt in this manner are the trademark of the flop games, but it is possible to deal two complete sets of hops and divide the pot between the winner of each flop. When flop game

cards are played high/low split, they usually have an eight qualifier for low - meaning a hand must have five paired cards higher than an eight. Some games are dealt with more cards to choose from in a player's hand and the player must decide which card or cards to discard before proceeding.

Texas hold'em or hold'em is played with each player receiving two cards down and it can be played high or high/low split. A player can use his best five cards between the board and his hand. Low is played with an eight qualifier and a player can play the same or different cards for high and low.

Pineapple is played with each player receiving three cards. The player must discard one card before the fourth card on the board is turned over. The original game demanded the players surrender the card before the flop. The current version allows a player to see the flop before relinquishing the extra card. In either case, if board cards are turned after a player is supposed to have surrendered a card, his hand is dead and can make no claim to the pot. Pineapple can be played high or high/low split with an eight qualifier for low. The best five cards between the hand and the board are used to determine a winner. A player can use the same or different cards for high and low.

Omaha is played with each player receiving four cards. It can be played high only or high/low split with an eight qualifier for low. Players must use two cards from their hand with three cards from the board to win. The same or different combinations of two from the hand and three from the board is permitted.

11. Structure of Games. Any of the following structures are permissible:

11.1 Fixed bet games are posted with a "/" or an "&" between the numbers as in $3/6 or $3 & $6 hold'em. That signifies that the bets are $3 for the early bets and $6 for the later bets. No bet less than the required amount is allowed and raises must be exactly the amount of the structure, with the exception of all in bets.

11.2 Flexible, spread or range games permit a minimum to maximum bet. These games use a "-" between the numbers to show that range. If the bet can go higher at a later point in the game, a second "-" is used; e.g. $1-4-8 denotes a range from $1-4 in the early rounds and $1-8 on the end or in the later rounds. The house must make the distinction.

11.3 Pot limit permits the bets to be up to the limit of the pot with a maximum first raise stated. The level of the blinds or antes sets the tone for the size of the pots.

11.4 No limit games permit a player to bet whatever is in front of him at any time except for set required bets such as a blind or ante.

12. Rules. The house must post general house rules governing procedure in a conspicuous location in the card room. In addition, a set of specific rules governing all procedures and exceptions will be available for viewing upon request by any player. These specific rules should address dealing errors, improper bets, misdeals and other potential conflicts. Dealers and floor persons should be familiar with all the rules.

13. Required Rules.

13.1 All games are table stakes.

13.2 Cards read in all games.

13.3 Number of raises permitted.

13.4 Check and raise statement

13.5 One player to a hand.

13.6 All players must act in turn.

13.7 No cheating, stealing, acting in collusion, fighting, or passing counterfeit money or chips.

13.8 No bending, mangling, marking, or otherwise altering cards.

13.9 All floor decisions are final.

14. Decisions. In the event that a situation arises that is not covered by the rules, a supervisor may render a ruling which is binding for that hand. His decision should be as impartial as possible with the least impact on the hand. If upon further study, a manager or supervisor decides a better decision was possible, that decision may be overturned for future reference. Verified floor decisions become part of the house rules.

15. Tournaments. Tournaments are legal and can be played with regular chips on a dollar for dollar buy-in basis or with tournament chips. Tournaments prizes may be donated by the house or come directly from the buy-ins or a combination of both.

16. House Collection. The house may take a percentage of the pot or assess players based upon time or time per hand. Rake or time per hand should be set in a special area on the table in plain view for the duration of the hand and then dropped into a secured box. Time collections must be gathered by the dealer and

set aside for the floor person. The house may designate some games as rake games and some as time games, but each table must have the house take posted in plain view so that all players can know before they sit down.

17. Jackpot Collection and Payout. If the house collects a jackpot fee from the players, it must be kept in view during the play of the hand, or be an obvious regular amount taken from the antes or blinds and dropped immediately. It must be kept separate from the house take and the dealer tray. The jack-pot deduction may be taken after a minimum amount in the pot. The house can set a bottom or minimum amount award for hitting the jackpot. The house is permitted to separate the total drop for the jackpot into a series of "banks" in the event several hands hit the jackpot in a short period of time. The house may not subtract more than 5% for administrative fees from the jackpot fund. Before any jackpot is paid, the house is entitled to verify the hand, check the deck, run any surveillance film and take any other precautions to ascertain the honesty of the situation. The house may change the standards for hitting a jackpot when a new pot is started, but public notice and proper posting must accompany the change.

18. Protection of Games. The house is responsible for the integrity of all games. All decks must be checked for count and suits, imperfections and other indications of tampering, or excessive wear. Dealers should be trained in proper game security procedures. The pot can be counted down for accuracy if there is any question. (The house can deny any player the right to play if it can demonstrate that player was holding out cards, bringing in cards, marking or damaging cards for the purpose of gaining an unfair advantage, acting in collusion, signaling, stealing chips or other unethical behavior.

19. Employee Play. Employees may play in the poker room, but are subject to the same rules as other players. Proposition players or shills may be employed by the poker room and should be identified upon request. Dealers may play, but only if they are out of uniform and not in the dealing rotation.

CHAPTER SIX
BACCARAT-CHEM DE FER

1. Cards; Number of Decks; Values; Point Count of Hand.

1.1 Baccarat-Chemin de Fer shall be played with at least six decks of cards having backs of the same color and design and two additional yellow or green cutting cards.

1.2 The value of the cards in each deck shall be as follows:

(A) Any card from 2 to 9 shall have its face value;

(B) Any Ten, Jack, Queen, or King shall have a value of zero;

(C) Any Ace shall have a value of one.

1.3 The "Point Count" of a hand shall be a single digit number from 0 to 9 inclusive and shall be determined by totalling the value of the cards in the hand. If the total of the cards in a hand is a two-digit number, the left digit of such number shall be discarded having no value and the right digit shall constitute the Point Count of the hand. Examples of this rule are as follows:

(A) A hand composed of an Ace, a 2 and a 4 has a Point Count of 7;

(B) A hand composed of an Ace, a 2 and a 9 has a total of 12 but only a Point Count of 2 since the digit 1 in the number 12 is discarded.

2. Minimum and Maximum Wagers. The minimum and maximum wagers permitted at each Baccarat-Chemin de Fer table shall be and remain conspicuously posted at each table.

3. Opening of Table for Gaming.

3.1 After receiving the six or more decks of cards at the table, the dealer calling the game shall sort and inspect the cards.

3.2 Following the inspection of the cards by the dealer and the verification by the floorperson assigned to the table, the cards shall be spread out face upwards on the table for visual inspection by the first participants to arrive at the table. The cards shall be spread out in columns by deck according to suit and in sequence. The cards in each suit shall be laid out in sequence within the suit.

3.3 After the first participants are afforded an opportunity to visually inspect the cards, the cards shall be turned face downward on the table, mixed thoroughly by a "washing" or "chemmy shuffle" of the cards and stacked.

4. Shuffle and Cut of the Cards.

4.1 Immediately prior to the commencement of play and after each shoe of cards is completed, the dealers shall shuffle the cards so that they are randomly intermixed.

4.2 After the cards have been shuffled, the dealer shall lace approximately one deck of cards so that they are evenly dispersed into the remaining stack. After lacing the cards, the dealer calling the game shall offer the stack of cards, with backs facing away from him, to the participants to be cut. The dealer shall begin with the participant seated in the highest numbered position at the table or, in the case of a reshuffle, the participant seated to the left of the participant responsible for dealing the cards, and working clockwise around the table, shall offer the stack to each participant until a participant accepts the cut. If no participant accepts the cut, the dealer shall cut the cards.

4.3 The cards shall be cut by placing the cutting card in the stack at least 10 cards in from either end.

4.4 Once the cutting card has been inserted into the stack, the dealer shall take all cards in front of the cutting card and place them to the back of the stack. The dealer shall then insert one cutting card in a position at least 14 cards in from the back of the stack and the second cutting card at the end of the stack. The stack of cards shall then be inserted into the dealing shoe for commencement of play. Prior to commencement of play, the dealer shall remove the first card from the shoe and place it, and an additional amount of cards equal to the amount on the first card drawn in the discard bucket after all cards have been shown to the players. Face cards and tens count as ten. Aces count as one.

5. Dealing Shoe; Selection of Banker.

5.1 All cards used to game at Baccarat-Chemin de Fer shall be dealt from a dealing shoe specifically designed for such purpose.

5.2 After the cards have been shuffled and placed in the shoe, the dealer calling the game shall offer the shoe to the participants to be dealt. The participant offering to wager the highest amount on the first hand shall become the "Banker" and shall be responsible for dealing the cards from the shoe in accordance with these regulations and the instructions of the

dealer calling the game. If two or more participants offer to wager an equal amount on the first hand, the participant making such wager that is closest to the dealer moving counterclockwise around the table shall become the "Banker."

6. Wagers Placed by Banker.

6.1 Immediately prior to dealing the cards, the Banker shall place a wager in support of the "Banker's Hand" which shall conform to the requirement of subsection 2, 6.2 of this section. The wager placed by the Banker shall:

(A) Win if the "Banker's Hand" has a Point Count higher than that of the "Player's Hand";

(B) Lose if the "Banker's Hand" has a Point Count lower that of the "Player's Hand";

(C) Be void if the Point Count of the "Banker's Hand" and the "Player's Hand" are equal.

6.2 The wager placed by the Banker immediately after accepting the shoe shall not be less than the amount such participant offered in bidding to become the Banker. The amount of all subsequent wagers placed by the Banker as such shall be at least equal to, but no more than twice, the amount of his immediately preceding wager. An example of this rule is as follows: if Participant A becomes the Banker for a high bid of $1,000, he must place a wager of at least $1,000 on the first hand dealt. If he continues as the Banker, his wager on the second hand must be at least $1,000 but not more that $2,000. Assuming he wagers $2,000 on the second hand, his wager on the third hand (if he continues as the Banker) must be at least $2,000 but not more than $4,000.

6.3 Any wager placed by the Banker in cash shall be exchanged immediately by the dealer for gaming chips or plaques in accordance with the regulations governing the acceptance and conversion of such instruments.

7. Wagers Made Against Banker.

7.1 After the Banker has placed a wager in support of the "Banker's Hand", the remaining participants at the table shall be given the opportunity of wagering against all or a part of the wager made by the Banker provided, however, that such wagers shall not exceed, either individually or in the aggregate, the amount wagered by the Banker.

7.2 Any participant who equaled and lost the immediately preceding wager of the Banker shall have the first option of making a wager against the Banker in an amount equal to the

amount being wagered by the Banker. Said participant shall exercise this option by announcing "Banco Suivi" or "Suivi" and by placing the requisite wager on the appropriate area of the layout. A "stand off" shall not be counted for the purpose of determining the immediately preceding wager under this subsection.

7.3 If no qualified participant announces "Banco Suivi" or "Suivi", the next preference shall be given to any participant placing a wager against the Banker equal in amount to that wagered by the Banker. This option shall be exercised by a participant announcing "Banco Suivi" or "Banco" and by placing the requisite wager on the appropriate area of the layout. Whenever more than one participant announces "Banco Seul" or "Banco", preference shall be given to the participant making such announcement who is seated nearest to the Banker in a counterclockwise direction around the table.

7.4 If the options granted by subsections 7.2 and 7.3 are not exercised, each participant, beginning with one seated to the immediate right of the Banker and moving counterclockwise around the table, shall have the right to make a wager against a part of the wager made by the Banker. Such wagers shall be accepted until the amount of the partial wagers, taken in the aggregate, equals the amount of the wager made by the Banker or until, the dealer announces "No More Bets."

7.5 No wager at Baccarat-Chemin de Fer shall be made, increased or withdrawn after the dealer has announced "No More Bets" except that the Banker shall withdraw any part of this initial wager that was not covered by the wagers of the other participants.

7.6 Any wager placed by the participants in cash shall be exchanged immediately by the dealer for gaming chips or plaques in accordance with the regulations governing the acceptance and conversion of such instruments.

7.7 The wager(s) placed by the participants shall:

(A) Win if the "Player's Hand" has a Point Count higher that of the "Banker's Hand";

(B) Lose if the "Player's Hand" has a Point Count lower that of the "Banker's Hand";

(C) Be void if the Point Count of the "Banker's Hand" and the "Player's Hand" are equal.

8. Hands of Players and Banker; Persons Controlling Each Hand; Procedure for Dealing Initial Two Cards to Each Hand.

8.1 There shall be two hands dealt in the game of Baccarat-Chemin de Fer, one of which shall be denominated the "Player's Hand and the other denominated the "Banker's Hand."

8.2 The participant selected as the Banker shall have exclusive control of the "Banker's Hand" and shall make all decisions permitted by these regulations with respect to such hand.

8.3 Exclusive control of the "Player's Hand" and the right to make all decisions permitted by these regulations with respect to such hand shall reside in the participant who made a wager in accordance with subsections 7.2 and 7.3 of this Regulation. If no such wager has been made, this right shall reside in the participant making the highest wager against the Banker. If two or more equally high wagers have been made, this right shall reside in the participant making such wager that is nearest to the Banker moving counterclockwise around the table. The participant possessing exclusive control of the "Player's Hand" under this subsection shall hereinafter be referred to as the "Dominant Player".

8.4 After the dealer announces "Cards" the Banker shall deal an initial four cards from the shoe. The first and third card dealt shall be placed faced downwards in front of the Dominant Player and shall constitute the first and second card of the "Player's Hand". The second and fourth card dealt shall be placed face downward in front of the Banker's and shall constitute the first and second card of the "Banker's Hand."

9. Procedure for Dealing of Additional Cards.

9.1 After the initial four cards have been dealt, the Dominant Player shall look at the two cards dealt to the "Player's Hand" without disclosing them to the Banker. If the Point Count of the "Player's Hand" is:

(A) A zero, one, two, three or four, the Dominant Player shall request one additional card by announcing "Card";

(B) A five, the Dominant Player shall exercise the option of requesting one additional card by announcing "Card" or not requesting one additional card by announcing "Stay";

(C) A six or seven, the Dominant Player shall not draw an additional card and shall announce "Stay";

(D) An eight or nine, the Dominant Player shall announce "Natural" and all cards in both hands shall be turned immediately face upwards with no additionally cards being dealt to either hand.

9.2 If the Dominant Player has announced "Card" in accordance with subsection (a) of this section, an additional card shall not be dealt to the "Player's Hand" until the Banker first looks at the two cards dealt to the "Banker's Hand." If the Point Count of the "Banker's Hand is 8 or 9, the Banker shall announce "Natural" and all cards in both hands shall be turned immediately face upwards with no additional cards being dealt to either hand. If the Point Count of the "Banker's Hand" is less than 8, the Banker shall announce "Under Eight" and shall deal a third card face upwards to the "Player's Hand" in accordance with the request of the Dominant Player.

9.3 After the "Player's Hand" stays or receives a third card in accordance with the above subsections, the Banker shall turn the cards in the "Banker's Hand" face upwards on the table and shall deal or not deal a third card to the "Banker's Hand" in accordance with the requirements of Table 1 of this Chapter.

9.4 The first vertical column in Table 1 labeled "Point Count of Banker's Hand" shall refer to the Point Count of the "Banker's Hand" after the first two cards have been dealt to it.

9.5 The first horizontal column at the top of Table 1 labeled "Third Card Drawn by Player's Hand" shall refer to the value of the third card drawn by the "Player's Hand" as distinguished from the Point Count of the "Player's Hand."

9.6 As used in Table 1, the letter "D" shall mean that the "Banker's Hand" must draw a third card, the letter "S" shall mean that the "Banker's Hand" shall stay (i.e. not draw a third card) and the abbreviation "Op." shall mean that the Banker may draw a third card or stay with his discretion.

9.7 The method of using Table 1 shall be to find the Point Count of the "Banker's Hand" in the first vertical column and trace that horizontally across the table until it intersects the third card drawn by the "Player's Hand." The box at which such intersection takes place will show whether the "Banker's Hand" shall draw a third card or stay. For example, if the Point Count of the "Banker's Hand" after two cards is 3 and the value of the third card drawn by the "Player's Hand" is 9, Table 1 shows that the Banker has the option of drawing a third card or stalling.

9.8 Any announcement required to be made by the Dominant Player or Banker by this section shall be immediately repeated by the dealer at the table to assure the clarity and understanding of such statements.

10. Announcement of Result of Round; Payment and Collection of Wagers; Casino Fee.

10.1 After each hand has received all the cards it is entitled to by these regulations, the dealer calling the game shall announce the Point Count of each hand indicating which hand has won the round. If the two hands have equal Point Count, the dealer shall announce "Stand Off" or "Tie Hand."

10.2 After the result of the round is announced, the dealer or dealers responsible for the wagers at the table shall collect and payoff the wagers made. Winning wagers made against the "Banker's Hand" shall be paid off from the amount wagered by the Banker at odds of 1 to 1. A winning wager made by the Banker shall be paid off at odds of 1 to 1 from the amount(s) wagered by the other participants.

10.3 As its fee in housing the game, the casino may extract a charge (to be known as a "vigorish" or "commission") of not more than five percent of the amount won by the Banker on each round of play provided, however, the casino may round off the commission or vigorish to twenty-five cents or the next highest multiple of twenty-five cents when the commission or vigorish is not exactly twenty-five cents or a multiple thereof. Such fee shall be collected immediately after each round won by the Banker.

11. Continuation of Banker as Such; Selection of New Banker.

11.1 It shall be the option of the Banker, after any round of play, either to pass the shoe or remain as Banker except that

(A) The Banker shall pass the shoe whenever the "Banker's Hand" loses, and

(B) The dealer or floorman assigned to the table may order the Banker to pass the shoe if the Banker unreasonably delays the game, repeatedly makes invalid deals or violates any applicable statute or regulation governing play of the game.

11.2 Whenever a mandatory relinquishment of the Bank occurs, it shall be offered to the seated participant to the right of the previous Banker and then to each other seated participant, moving counterclockwise around the table, until a participant accepts it and becomes the new Banker.

11.3 Whenever a voluntary relinquishment of the Bank occurs, each seated participant shall be offered it, beginning with the participant to the right of the previous Banker and moving counterclockwise around the table. The first participant willing to accept the Bank and to wager an amount on the next hand equal

to, but not more than twice, the amount of the previous Banker's last wager shall become the next Banker. If no participant offers to meet this condition, the participant offering to wager the highest amount on the next hand shall become the new Banker provided however that the participant who passed the Bank shall not be permitted to take part in first round of such bidding.

11.4 When a passed bank is defeated in any hand, it shall be transferred as it would have been in accordance with subsection 11.2 had it not been voluntarily passed.

11.5 A participant by moving to another seat at the table shall miss a turn to become the Banker in the next seat where such a move would otherwise give that participant promotion in turn to become a Banker.

12. Irregularities.

12.1 If the Banker, by taking cards for his hand in the wrong order in the Initial Deal, makes an error which cannot be rectified, the hand shall be annulled and the Bank may be transferred counterclockwise to the next participant seated at a numbered place.

12.2 If the Banker, during the Initial Deal, takes more than two cards for his hand and the deal cannot be rectified, the Point Count of his hand shall be regarded as zero and the play shall proceed in accordance with Section 9 of this Regulation.

12.3 If the Banker, during the Initial Deal, gives three cards to the Dominant Player, and it is not possible to determine which card has been dealt in excess, the Point Count of the "Player's Hand" shall be the highest that can be made with two or all three of the cards.

12.4 If the Banker, subsequent to the Initial Deal, takes two cards for his hand instead of one and the deal cannot be rectified, the Point Count of his hand shall be the lowest that can be made with two or all three of the cards.

12.5 A card dealt face upwards to the Dominant Player after he has said "Stay" shall become the Banker's card in the event the Banker is obliged to draw or has the option of drawing a third card in accordance with these regulations. If the Banker is required to stay under these regulations, the card dealt in excess and an additional number of cards equal to the amount on the card drawn in error shall be drawn face upwards from the shoe and placed in the discard bucket at the table.

12.6 A card dealt face upwards to the Dominant Player after he has said "Stay" and the dealer has mistakenly said "Card" shall become the Banker's card in the event the Banker is

obligated to draw a third card under these regulations. If the Banker is not obligated to draw a third card, the card dealt in excess and an additional number of cards equal to the amount on the card drawn in error shall be drawn face upwards from the shoe and placed in the discard bucket at the table.

12.7 There shall be no penalty for a card drawn in excess from the shoe if it remains undisclosed. A card so drawn shall be used as the first card of the next hand providing that the cutting card has not been exposed in the shoe or drawn therefrom. In the course of play, cards once drawn from the shoe shall not be replaced.

12.8 If the Banker, subsequent to the initial deal, draws a card from the shoe for his hand after the Dominant Player has said "Card" and the dealer has repeated "Card", the Banker must give such card to the Dominant Player and thereafter either draw or not draw a third card for his hand as may be required by these regulations.

12.9 Cards found turned face upwards in the shoe shall not be used in the game and shall he placed in the discard bucket, along with an additional amount of cards, drawn face upwards, which agrees with the number on the cards found face upwards in the shoe. The last hand of a shoe shall be void when a card of that hand is found face upwards in the shoe.

12.10 If there are found to be insufficient cards in the shoe to complete a hand when the cutting card is drawn, that hand shall be void.

APPENDIX C

BACKGROUND INVESTIGATION STANDARDS

APPENDIX C

BACKGROUND INVESTIGATION STANDARDS

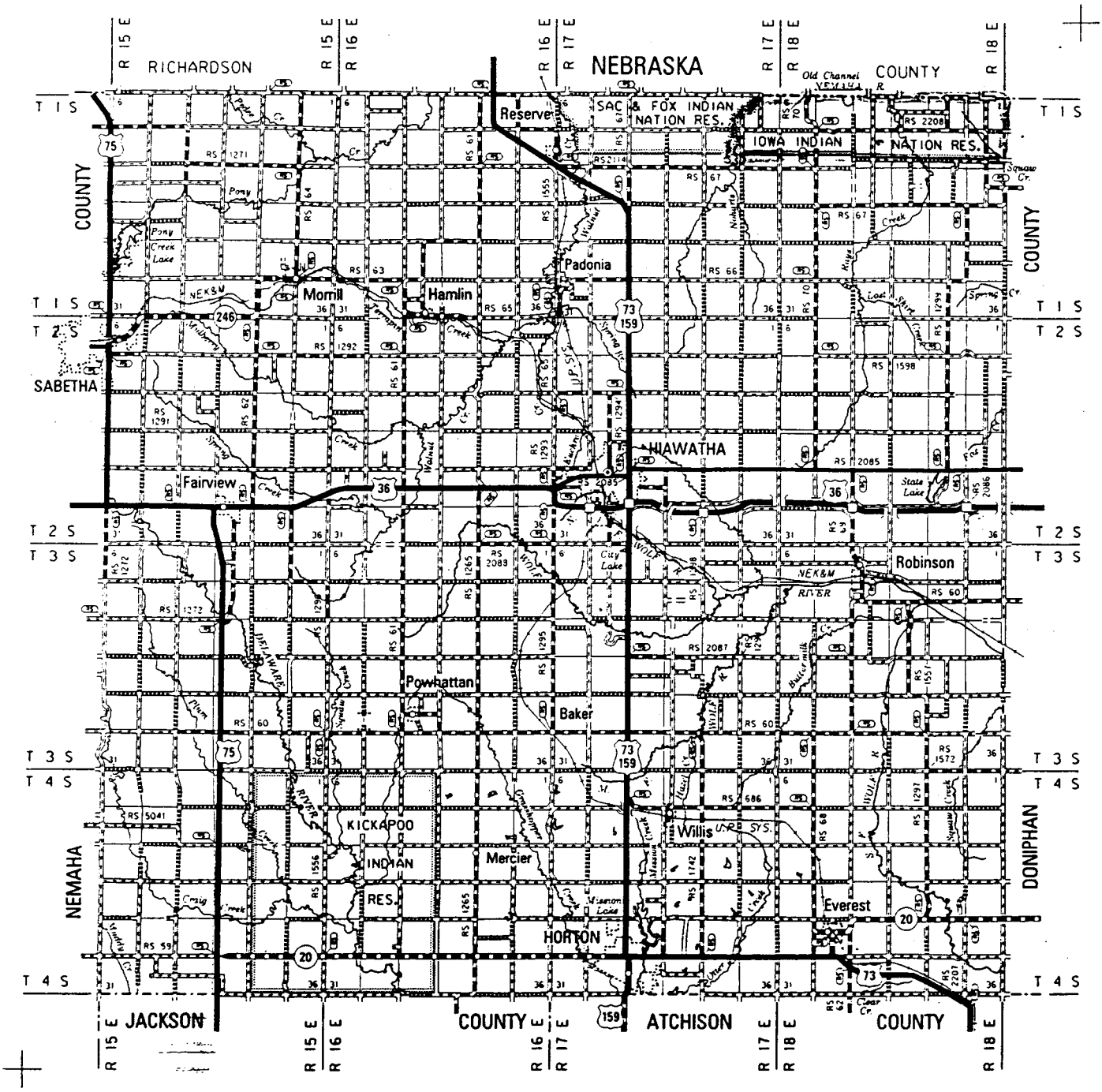
Category 1 Applicants	Investigation Standards: Category 1 Applicants
Stockholders (5% or more) Owners Directors Officers Chief Operation Officer (Manager) Controller/Accountant/Auditor Director of Security Director of Surveillance Games Managers Manufacturers Vendors Distributors Tribal Gaming Inspectors Executive Officers Surveillance Employees	Applicant Interview Confirm All Information on Disclosure Form Full Financial: Tax Returns, Credit History, Financial Records (Banks, Loans, Etc.) Criminal History Record Information (Local, State, Federal, Interpol) Civil Court Records (State and Federal) Driving Record Interview References Interview Past Employers Medical Records (Alcohol and Drug Abuse) Regulatory Agencies (Professional Licenses) Neighborhood Checks Education Associates

Category 2 Applicants	Investigation Standards: Category 2 Applicants
Gaming Facility Supervisors Floor Persons Food & Beveral Director Cage Cashiers Security Supervisors & Employees Slot Technicians Dealers Count Room Employees	Applicant Interview Confirm Information on Disclosure Form Criminal History Record Information/Driving Record Financial Responsibility (Credit History) Gaming Control Board (Other States) Past Employment Fingerprint for Identification

Category 3 Applicants	Investigation Standards: Category 3 Applicants
Accounting Clerks Administrative Employees Attendants Alcohol Servers Food Service Kitchen Employees Retail Sales Maintenance Employees (Janitors) Host/Hostess Wait Persons Change Person (Non-Gaming)	Credit History Criminal History Record Information/NCIC Driving Record Fingerprint for Identification

APPENDIX D

RESERVATION PLOT PLAN



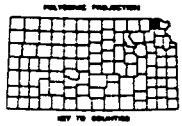
LEGEND

ROADS AND ROADWAY FEATURES

- Primitive Road (Type A)
- Unimproved Road (Type B)
- Graded and Drained Road (Type C)
- Soil Surfaced Road (Type D)
- Gravel or Stone Road — Not Graded or Drained (Type E–1)
- Gravel or Stone Road — Graded and Drained (Type E–2)
- Gravel or Stone Road With Stabilized Surface (Type E–3)
- Bituminous Road — Low Type (Type F, G–1, H–1)
- Paved Road (Type G–2, H–2, I, J, K, L)
- Divided Highway
- Highway With Full Control of Access and Interchange

ROAD SYSTEM DESIGNATION

- Rural Secondary System — RS
- Interstate Numbered Highway — 70
- U S Numbered Highway — 40
- State Highway System or State Numbered Highway — 20
- End of Designated System or Marked Route — 36
- Kansas Turnpike Authority — KTA 187



RS SYSTEM REVISED TO MAY 5, 1994

GENERAL HIGHWAY MAP
BROWN COUNTY
KANSAS

PREPARED BY THE
KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSPORTATION PLANNING
IN COOPERATION WITH THE
U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

SCALE IN MILES

SCALE IN KILOMETERS

1991

COMPUTER GENERATED