FILED
OCT 18 2004
OKLAHOMA SECRETARY
OF STATE

STATE OF OKLAHOMA

PEORIA TRIBE OF INDIANS

OFF-TRACK WAGERING COMPACT

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OKLAHOMA SECRETARY
OF STATE

TRIBAL STATE COMPACT

Between the

PEORIA TRIBE OF INDIANS OF OKLAHOMA

and the

STATE OF OKLAHOMA

This is a cooperative agreement made and entered into by and between the Peoria Tribe Of Indians Of Oklahoma herein after called "Tribe", a federally recognized Indian Tribe, and the State of Oklahoma, "State", pursuant to the provisions of the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. §270 1 et seq.

RECITALS

WHEREAS, the Tribe and the State are separate sovereigns, and each recognizes and respects the laws and authority of the other sovereign, and
WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory Act, Pub. 1. 100-497, 25 U.S.C. §270 1 et seq. hereinafter called "Act", which provides in part that a Compact may be negotiated between the Tribe and the State to govern the conduct of certain Class III gaming activities on the Indian lands of the Tribe; and
WHEREAS, the State has no jurisdiction by its Constitution Article I, Section 3, over the Tribe's Indian Country absent federal grant; and
WHEREAS, the Tribe exercises external borders of the authority over the Tribe's Indian Country, which is located within the State which are "Indian lands" within the meaning of the Act, and within which the gaming activities regulated hereunder shall take place; and
WHEREAS, the Tribe and the State have negotiated the terms and conditions of this Compact in good faith so as to provide a regulatory framework for the operation of certain Class III gaming which is intended to (a) insure the fair and honest operation of such gaming activities; (b) maintain the integrity of all activities conducted in regard to such gaming activities; and (c) protect the health, welfare and safety of the citizens of the Tribe and the State; and
WHEREAS, the parties hereto deem it to be in their respective best interest to enter into this Compact; now,
THEREFORE, in consideration of the mutual undertakings agreements hereinafter set forth, the Tribe and the State enter into the following Compact.

SECTION 1. TITLE

The title of this document shall be referred to as the Peoria Tribe of Indians of Oklahoma Off-Track Wagering Compact.

SECTION 2. DECLARATIONS

As a basis for this Compact, the Tribe and the State have made the following declarations:

(A) A principal goal of federal Indian policy is to promote the Tribe's economic development, the Tribe's self-determination and a strong Tribal Government.

(B) The State recognizes the positive impact that gaming may provide to the Tribe's citizens. The Tribe will utilize revenues generated by gaming to fund programs that provide important governmental services to the Tribe's citizens and to Indian Country residents. These programs include education, health and human resources, housing development, road construction and maintenance, sewer and water projects, police, fire and judicial services, economic development, and any other purpose authorized under the Act.

(C) The State further recognizes that the positive economic effects of such gaming may extend beyond the Tribe's lands to the Tribe's neighbors and surrounding communities. These economic benefits, which include increased tourism and related economic development activities, will generally benefit all of Oklahoma and help to foster mutual respect and understanding among Indians and non-Indians.

(D) The Tribe and the State jointly wish to protect their citizens from any criminal involvement in the gaming activities regulated under this Compact.

(E) This Compact is intended to assure that the Tribe, its employees and the players conduct gaming fairly and honestly.

(F) The Compact shall govern the licensing, regulation, and operation of Class III gaming conducted by the Tribe on Tribe's lands located within the State.

(G) The act contemplates and grants authority for the entry of this Compact.

SECTION 3. DURATION

a. **Effective Date**. After execution by the parties hereto, and approval by the State-Tribal Relations Committee of the Oklahoma Legislature and the Tribal Business Committee, its Legislative body, this Compact shall become effective when notice of approval by the Secretary of the United States Department of the Interior is published in the Federal Register as provided by the Act.

b. **Term**. This Compact shall have a three-year automatically-renewable term from the effective date. The term will automatically renew for successive three year periods unless a party gives notice of intent to terminate before 180 days prior to expiration of the preceding term. However, the State may not terminate this Compact except for the reasons set forth herein in Section 3 c. (2), (3), (4) or (5) of this Compact.

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

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

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

(3) The Tribe duly adopts an ordinance or resolution revoking authority to conduct Class III Gaming within Tribe's Indian Country as provided by 25 U.S.C.A. §2710(d)(2)(D);

(4) The State abolishes Pari-Mutuel wagering;

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

(a) this Compact is invalid; or

(b) a party has committed a material breach that has not been timely cured or repeated violations as hereinafter set forth in Section 15 (c).

SECTION 4. DEFINITIONS

For the purpose of this Compact:

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

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

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

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

e. Federal Government means the United States of America.

f. Gaming Employee means any natural person employed in the operation or management of the gaming operation, whether employed by or contracted to the Tribe or by any person or enterprise providing on-site or off-site services to the Tribe within or without the gaming facility.

g. Gaming Facility means any room or rooms where off-track bets authorized by this Compact are placed.

h. Gaming Operation means the gaming authorized by Tribe within Tribe's Indian country by this Compact.

i. Off-Track Betting means Pari-Mutuel betting on races into an interstate common Pari-Mutuel pool consisting of the Pari-Mutuel wagers placed at track(s), its intrastate betting locations, other jurisdictions, and the Pan-Mutuel wagers placed at the Tribe Gaming Facilities authorized by this Compact.

j. Peoria Tribe Indian Country means any lands as defined by 18 U.S.C. §1151, and/or 25 U.S.C. §2703 (4)(A) and (4)(B) over which the Tribe exercises jurisdiction.

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

l. OSF means the Oklahoma Office of State Finance.

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

n. Tribe means the Peoria Tribe, its authorized officials, agents and representatives.

o. Pari-Mutuel system of Wagering means a form of wagering on the outcome of simulcast horse races in which those who wager, purchase tickets of various denominations on a horse or horses and all wagers for each race are pooled together and held by the gaming operation for distribution. The Pari-Mutuel system of wagering uses an electric totalizer or similar equipment which automatically registers the wagers made on each horse and prints and issues a ticket representing each wager.

p. Simulcast Horse Racing means receiving and telecasting by telecommunications, horse racing contests for view by patrons at various facilities simultaneous with the happening of said racing event.

q. Peoria Gaming Commission means the person appointed by the Tribe to be responsible for regulatory oversight of the Tribe's gaming.

SECTION 5. AUTHORIZED CLASS III GAMING

The Tribe may conduct off-track wagering consistent with this Compact, the Act and the standards of operation and management for Pari-Mutuel gaming described in appendix A.

SECTION 6. LOCATION

All gaming addressed herein shall be conducted only at locations within the Indian country of Tribe described in Appendix B.

SECTION 7. SERVICE AGREEMENTS

The Tribe will enter into a Pari-Mutuel and Racewire Service Agreement for the off-track wagering authorized by this Compact.

SECTION 8. CLAIMS

To protect third parties, the Tribe has adopted a gaming ordinance consistent with 25 U.S. C .A. §2710. A copy of this ordinance is attached hereto as Appendix C. Should the ordinance conflict with the terms of this Compact, the Compact will govern. This ordinance provides dispute resolution procedures that shall apply to tort and wagering claims unless change is required by federal law:

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

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

(2) **Notice**. The written notice of claims against the gaming facility shall state the date, time, place and circumstances of the claim, the identity of the persons, if known, the amount of compensation or other relief sought, the name, address and telephone number of the claimant, and the name, address and telephone number of any agent authorized to settle the claim including a written copy of the authority of agent.

(3) **Denial**. A claim is deemed denied if the gaming facility fails to approve the claim in its entirety within ninety (90) days of receipt, unless the interested parties have reached a settlement before the expiration of that period. A person may not initiate suit unless the claim has been denied in

whole or in part. The claimant and the gaming facility may continue attempts to settle a claim; however, settlement negotiations do not extend the date of denial.

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

b. **Tort Claim**. During the term of the Compact, the Tribe shall maintain public liability insurance with limits of not less than $250,000 for any one person and $2,000,000 for any one occurrence for personal injury and $1,000,000 for any one occurrence for property damage. This insurance policy shall include an endorsement providing that the insurer shall not invoke tribal sovereign immunity up to the limits of the policy set forth above and, to this extent, the Tribe explicitly waives its immunity from suit. In the event of an alleged personal injury or property damage suffered at a gaming facility arising from alleged negligence by the Peoria Tribe, the sole and exclusive remedy for an alleged tort claim is against this liability insurance policy and no asset of the Tribe may be levied against or executed upon by a claimant.

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

d. **Posting**. Notices explaining dispute resolution procedures for tort or wagering claims shall be posted in prominent locations in each gaming facility and the copies will be made available upon request to the Peoria Gaming Commission.

SECTION 9. REGULATIONS

In addition to the regulations in Appendix C, the following additional requirements apply:

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

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

(2) maintenance logs in relation to all gaming equipment pertaining to off-track wagering.

b. **Barred Lists**. The Tribe shall establish a list of persons barred from the gaming facility. The Tribe shall use its best efforts to exclude persons with criminal

histories from entry into its gaming facility and, upon request, send a copy of the barred list to the OSBI.

c. **Audit**. The Tribe shall have prepared a complete audit of the gaming operation, not less than annually, by an independent certified public accountant. The results of the independent audit shall be available to the OSBI and/or the OSF for their review.

d. **Rule Display**. Summaries of the house rules for off-track wagering shall be visibly displayed in each Gaming Facility. Complete rules shall be available in pamphlet form in each Gaming Facility.

SECTION 10. ENFORCEMENT

a. **Peoria Gaming Commission**. The Peoria Gaming Commission shall assure or have responsibility for:

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

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

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

(4) provide for the detention of persons who may be involved in illegal acts and notify the Tribe, and/or other law enforcement authorities;

(5) record any and all unusual occurrences within the gaming facility. Each incident without regard to materiality shall be assigned a sequential number, and at a minimum the following information shall be recorded in indelible ink in a bound sequentially page numbered notebook from which pages cannot be removed without omission of page number. An Equal means of electronically stored data methods will be acceptable as well.

Each occurrence shall be:

(a) Assigned number;
(b) Date;
(c) Time;
(d) Nature of incident;
(e) Person involved in the incident.

These responsibilities shall be assigned directly to the tribes gaming facility Security Department under the direct supervision of the gaming facility management.

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

c. **Reporting**. The Peoria Gaming Commission shall forward copies of all investigation reports and final dispositions to the Tribe's Chief and to the State.

d. **Meetings**. In order to develop and foster a positive and effective relationship in the enforcement of the provisions of this Compact the Peoria Gaming Commission and the OSBI and/or the OSF shall meet not less than on an annual basis, to review past practices and examine methods to improve the regulatory program created by the Compact. The meetings shall take place at a location selected by the Peoria Gaming Commission. The OSBI and/or the OSF prior to or during such meetings, shall disclose to the Peoria Gaming Commission any concerns, suspected activities or pending matters reasonably believed to possibly constitute violations of this Compact, by any person, organization or entity, if the disclosure will not compromise the interest sought to be protected.

SECTION 11. MONITORING

The OSBI with the assistance of the OSF shall have the authority to monitor the Gaming Operation to ensure compliance with concurrent supervision of the Peoria Gaming Commission. In order to properly monitor the gaming operation, agents of the OSBI and/or the OSF shall have reasonable access to all areas of the gaming facility for off-track wagering during normal operating hours after giving notice to the gaming facility manager and the Peoria Gaming Commission or his designee; provided, however, the monitoring activities of these agents shall not interfere with the normal functioning of the gaming operation, and OSBI and OSF shall provide proper photographic identification to any Tribe representatives requesting the same.

a. **Access to Records**, Agents of the OSBI and/or the OSF shall have authority to review and copy during normal business hours all records maintained by the off-track betting operation, provided no original records shall leave the custody of the Tribe and provided further that such records are held in confidence and not released to the public under any circumstances.

b. **Notification**. At the completion of any inspection or investigation by the OSBI and/or OSF, a full investigative report shall be forwarded to the Peoria Gaming Commission and the Tribe's Chief within (5) days.

SECTION 12. CRIMINAL JURISDICTION

This Compact shall not alter State, Tribe, and federal criminal jurisdiction of State, Tribe, or Federal Government. All existing cross-deputization compacts between the Tribe and political subdivisions of State are hereby ratified and/or reaffirmed.

SECTION 13. EMPLOYEES

a. **Applications**. Prior to hiring a prospective gaming employee for the gaming facility, the Tribe shall obtain sufficient information and identification from the applicant to permit a thorough background investigation. The information shall include:

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

(2) Social Security number;

(3) Date and place of birth;

(4) Residential history for the past ten (10) years;

(5) Employment history for the past ten (10) years;

(6) Driver's license number;

(7) All licenses issued and disciplinary actions taken in regard to any gaming license;

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

(9) A set of fingerprints;

(10) A current photograph;

(11) Military service history; and

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

(13) The name and address of any licensing or regulatory agency with which the person has filed an application for a license, permit, or security clearance whether or not the same was granted.

b. **Probation**. The Tribe may employ on a probationary basis prospective gaming employees who present the above information and meet standards of the Tribe, until such time as the written report on the applicant's background investigation is complete.

c. **Disqualification**. The Tribe shall not employ as a gaming employee in the off-track betting facility and shall terminate any probationary gaming employee, if the report on the applicant's background investigation finds that the applicant:

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

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

(3) Has been determined by the Peoria Gaming Commission to be a person whose prior activities, criminal record or reputation, habits and associations pose a threat to the public interest, or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices, methods and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto.

d. **Background Investigations**. The Tribe shall conduct background investigations on all gaming employees. The same may be conducted before, during, and/or at any time during the term of employment conduct additional investigations. Any gaming employee who does not meet the minimum employment criteria shall be promptly dismissed.

e. **Identification Cards**. The Peoria Gaming Commission shall require all gaming employees to wear in plain view identification cards that include photo, first name and identification number unique to the individual, and a date issued.

SECTION 14. PUBLIC HEALTH AND SAFETY

a. **Compliance**. The construction, maintenance and operation of any gaming facility shall comply with all federal and Tribe standards for the same.

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

c. **Minors**. No person under 18 years of age shall be admitted into a gaming facility for off-track betting nor be permitted to place any wager directly or indirectly.

d. **Alcohol**. Alcohol. No person under 21 years of age shall be admitted into an area of the gaming facility where alcoholic beverages are served. Any alcoholic beverages sold or otherwise permitted in the gaming facility shall be sold in accordance with applicable tribal and federal law. Only alcoholic beverages that would otherwise be properly sold on non-tribal lands may be sold.

SECTION 15. DISPUTE RESOLUTION

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

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

b. **Non-binding Arbitration**. If a dispute arises among the parties that is not resolved within sixty (60) days of receipt of notice, either party may refer it to non-binding arbitration. If referred to arbitration, each party shall name an arbitrator. The two named arbitrators will name a third arbitrator. The two named arbitrators will name a third arbitrator. If the two named arbitrators cannot agree on a third arbitrator, the third arbitrator will be named by the American Arbitration Association. The expenses of arbitration shall be borne equally by the parties. A party asserting noncompliance or seeking an interpretation under this section shall be deemed to have certified to the best of his knowledge, information and belief formed after reasonable inquiry that the averment is warranted and made in good faith and is not made for any improper purpose, such as to harass or to cause unnecessary delay or needlessly increase the cost of resolving the dispute.

c. **Declaratory Judgment**, If either party considers itself aggrieved by a breach of this Compact, it may bring an action for breach of Compact in the United States District Court for the Western District of Oklahoma pursuant to 25 U.S.C.A. §2710(d)(7)(A). If the dispute involves a material breach of this Compact and is not cured, the court could declare the Compact terminated. Either party may claim in an action that repeated violation of this Compact constitutes a prospective intent not to abide by its terms and that, therefore, the pattern of repeated violations constitutes a material breach of this Compact. Although this remedy is consistent with 25 U. S.C. A. §2710, ~(d)(3)(C)(v), nothing herein shall be construed to authorize any other equitable remedy, nor to authorize a money judgment except for unpaid costs of monitoring by the State. To the extent necessary and permitted by applicable law, each of the parties waive immunity from suit for the limited purpose of this section.

SECTION 16. RESERVATION OF RIGHTS

a. **Additional Compacts**. By entering this Compact, the Tribe shall not be deemed to have waived the right to initiate and pursue the procedures provided by the Act should State refuse to enter into a Compact after the Tribe has made a written request with respect to other forms of Class III gaming, and neither State nor the Tribe shall be deemed to have waived any rights, arguments or defenses applicable to such a procedure.

b. **Status of Class II Gaming**. Nothing herein shall be deemed to affect the operation by the Tribe of any Class II gaming as defined in the Act, whether conducted within or without the gaming facilities or to confer upon State any jurisdiction over such Class II gaming conducted in Tribe's Indian country, nor Class III gaming inconsistent with this Compact.

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

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

SECTION 17. REIMBURSEMENT FOR EXPENSES INCURRED BY OKLAHOMA

The Tribe realizes that the State has incurred expenses in negotiation of this Compact and will incur expenses related to the obligations undertaken under this compact. Accordingly, the parties agree as follows:

a. **Payments**. The Tribe agrees to reimburse the State for the actual amount of time and expenses of personnel as reasonably assessed by State in accordance with Section 11, paragraph (3)(c)(lll) of the IGRA related to this Compact. State agrees to provide Tribe with an itemized accounting of all charges assessed within sixty (60) days of occurrence.

b. **Procedure**. The State shall bill the Tribe reasonable and necessary costs related to obligations undertaken under this Compact. Unless unreasonable or unnecessary, the costs for such services shall be those established by State either by agency rule or by statute or, where the cost of services (including more extensive background checks, other investigations, monitoring or similar matters) is not established by rule or by statute, the costs shall include agents' time, including out-of-pocket expenses, benefits and travel expenses at the statutory rate. State shall send

invoices to the Tribe for these services. Payments shall be made within sixty (60) days to the Office of the State Treasurer. Reimbursement for services provided by State shall be transmitted by the Office of the State Treasurer to the OSBI, OSF, or any other appropriate agency to defray the cost of services as required under this Compact.

c. **Disputes**. Should the Tribe dispute the reasonableness or necessity of any charges, such dispute shall be resolved as herein above set forth in Section 15.

SECTION 18. SEVERABILITY

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

SECTION 19. AMENDMENTS

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

SECTION 20. AUTHORITY TO EXECUTE

The undersigned represent that they are duly authorized to execute this agreement on behalf of the party designated.

SECTION 21. NOTICES

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

OKLAHOMA

Governor of Oklahoma
State Capitol, Room 212
Oklahoma City, OK 73105

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

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

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

PEORIA TRIBE OF INDIANS OF OKLAHOMA

Peoria Tribe Of Indians Of Oklahoma
ATTN: Chief John P. Froman
118 S. Eight Tribes Trail
P.O. Box 1527
Miami, Oklahoma 74355-1527

Peoria Tribe Of Indians Of Oklahoma
ATTN: Gaming Commission
118 S. Eight Tribes Trail
P.O. Box 1527
Miami, Oklahoma 74355-1527

Peoria Tribe Of Indians Of Oklahoma
ATTN: Coy Morrow
Tribal Attorney
21 S. Main St.
P.O. Box 1168
Miami, OK 74355-1168

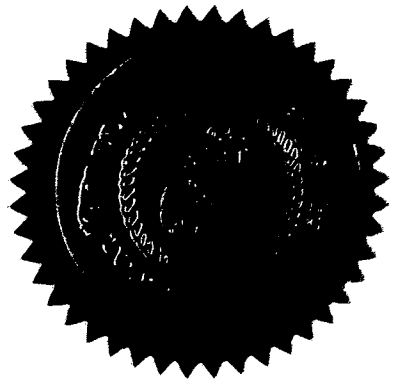
SECTION 22. SUCCESSORS AND ASSIGNS

This Compact shall be binding upon successors and assigns of the parties hereto.

SECTION 23. GOVERNING LAW

This Compact shall be governed by and construed in accordance with the laws of the United States, the State, and the laws of the Tribe, whichever are applicable. This Compact shall be controlling. In the event of any ambiguity, this Compact shall be deemed drafted by both parties and shall not be construed against or in favor of any party by virtue of draftsmanship, or as a matter of law.

PEORIA TRIBE OF INDIANS OF OKLAHOMA



{ SEAL }

Chief John P. Froman

Date: 9-17-04

STATE OF OKLAHOMA

{ SEAL }

Governor Brad Henry

Date: 9-27-04

ATTEST:

Secretary Of State

OKLAHOMA LEGISLATIVE APPROVAL

Approved by a quorum of the Joint Committee on Tribal-State Relations on the ____ day of_____,2004.

_____
Chairman

FEDERAL APPROVAL
Consistent with 25 U.S.C.A. § 2710(d)(8) this Compact is approved on this_____ day of_____, 2004 by the _____Assistant Secretary - Indian Affairs, Department of the Interior.

_____**ASSISTANT SECRETARY - INDIAN AFFAIRS**
for the Department of the Interior

By: _____

APPENDIX A

PARIMUTUEL STANDARDS

A. DEFINITIONS

B. GENERAL CONTROLS.

C. COMPUTER SYSTEM

D. OPEN/CLOSING PROCEDURES

E. BEITING TICKET ISSUANCE AND CONTROLS

F. SCREEN ACI1VATED MACHINES (SAIIS)

G. PAYMENT OF WINNING WAGERS

H. POSTING OF RULES

I. UNPAID WINNERS

J. LOST TICKETS

K. MAIL PAYMENTS

L. REPORT DESCRIPTIONS

PARIMUTUEL STANDARDS

A. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

B. GENERAL CONTROLS:

1. The Tribe's gaming facility will maintain appropriate security at all times.

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

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

4. Gaming Facility employees are prohibited from wagering on events while on duty.

C. COMPUTER SYSTEM:

The main processors consist of three DEC 4000 Series 90 central processing units operating in triplex or other suitable computer substitutes. These central processing units are located at a suitable location by the simulcast signal provider with telecommunication links to peripheral terminals located at the Tribal Gaming Facility or at some other suitable and securely equivalent location.

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

Program source code shall not be available to Gaming Facility employees, or to Tribe's data processing employees.

Access to the main processors located at the source location is limited to authorized simulcast provider personnel or substitute entity personnel from the signal source locations.

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

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

Supervisor and accounting personnel operator numbers and passwords will be issued by source location. These passwords will be changed as least quarterly.

A Gaming Facility or other employee, approved by the Peoria Gaming Commission may perform routine maintenance and service of the hardware components of the Gaming Facility's wagering and communication equipment. Source location-dispatched technician will perform all non-routine maintenance and service of the hardware components of the Gaming Facility's equipment.

Nothing here shall prevent the Tribe from providing an alternative computer system provided that the protection it maintains for the Tribe and its patrons is similar to those provided by the described system and source location.

D. OPENING/CLOSING PROCEDURES:

1. Opening Procedure

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

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

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

2. Closing Procedures

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

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

E. BETTING/TICKET ISSUANCE AND CONTROLS:

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

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

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

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

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

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

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

F. SCREEN ACTIVATED MACHINE

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

2. The customer must insert a voucher or winning ticket for the SAM to accept a wager. Wagers will be made keying in the amount of the bet, the type of bet, and the horse or horsesselected. After the selection process is complete, the SAM will print a bet ticket.The SAM will print a voucher for the remaining balance, if any, owed. The voucher will contain the serial number, and SAM number. Once the wager is placed, the voucher can be used to place additional wagers for as cash.

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

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

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

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

G. PAYMENT OF WINNING WAGERS:

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

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

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

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

For winnings requiring the completion of a form W2G, the computer system will preclude a writer/cashier from making payment until the patron's social security number is entered. Once the social security number is entered, the computer will compute the amount of withholding and the amount of customer payment. The system will not pay a winning ticket, which requires IRS withholding, unless the customer provides his/her social security number at the time of payment. The system will calculate the withholding amount and the net amount due to the customer, which will both be printed on the ticket. This will alert the writer/cashier and the supervisor to complete the required IRS forms. Persons who do not have social security numbers may receive winnings from the manager after complying with federal tax requirements.

H. POSTING OF RULES:

1. Posting of rules

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

2. Refunds

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

3. Refusal to accept bets

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

4. Cancellation of track pool

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

5. Responsibility of the Gaming Facility

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

6. Error in calculation of payments

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

I. UNPAID WINNERS:

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

J. LOST TICKETS:

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

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

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

a. Name, address and telephone number of patron

b. Date/time the ticket was purchased

c. Amount/type of wager

d. Horse/greyhound betting numbers

e. Ticket number (if known by patron)

f. Signature of patron

g. Signature of report preparer

h. Signature of Gaming Facility Manager/Supervisor

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

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

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

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

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

K. MAIL PAYMENTS:

Only original wagered tickets are acceptable for mail payments.

All mail payment requests are opened and logged by personnel independent of the Gaming Facility. A copy of the log is retained by the accounting department for auditing mail tickets paid. The mailed ticket is forwarded directly to the Gaming Facility Manager's office, where it is then entered Into a writer/cashier's terminal for unpaid ticket update to indicate that the ticket is no longer outstanding.

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

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

L. REPORT DESCRIPTIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B
PEORIA TRIBAL
OFF TRACK WAGERING SITES

A portion of the Southwest Quarter of Section 21, Township 28N Range 23E in Ottawa County, Oklahoma, to be specifically determined by survey, commonly known as 8520 S Hwy 69A Miami, Oklahoma.

APPENDIX C
PEORIA GAMING ORDINANCE

THE PEORIA TRIBE OF INDIANS OF OKLAHOMA
GAMING ORDINANCE

SECTION 1. DECLARATION OF POLICY

1.1 Declaration of Policy.

It is the declared policy of the Peoria Tribe of Indians of Oklahoma, (hereinafter referred to as the "Tribe"):

(a) All gaming conducted on Tribal Lands of the Tribe shall be regulated by the Peoria Tribal Gaming Commission to protect the public health, welfare and morals of residents, employees and patrons from the adverse effects which may derive from unregulated gaming;

(b) It is the objective of the Tribe to achieve and sustain the maximum Tribal revenue from gaming;

(c) The conduct of gaming activities provided for by this Ordinance on Tribal Lands regulation thereof shall conform with the Indian Gaming Regulatory Act, 102 Stat. 2467, 25 U.S.C. § 2701 et seq., and the regulations promulgated by the National Indian Gaming Commission.

1.2 Definitions.

As used in this Ordinance, the following definitions shall apply:

(a) "Act" means the Indian Gaming Regulatory Act, 102 Stat. 2467, codified 25 U.S.C. § 2701 et seq.;

(b) "Bingo" means a game of chance (whether or not electronic, computer, other technologic aids are used in connection therewith):

(1) which is played for prizes, including monetary prizes, with cards bearing numbers or other designations;

(2) in which the holder of the card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined; and

(3) in which the game is won by the first person covering a previously designated

arrangement of numbers or designations on such cards, including (if played in the same location) pulltabs, lotto, punchboards, tip jars, instant bingo, and other games similar to bingo; and

(4) card games that -

(A) are explicitly authorized by the laws of the State; or

(B) are not explicitly prohibited by the laws of the State and are played at any location in the State, but only if such card games are played in conformity with those laws and regulations (if any) of the State regarding hours or periods of operation of such card games or limitations on wagers or pot sizes in such card games.

(c) "Business Committee" means the Tribal Business Committee as described in the Constitution of the Peoria Tribe of Indians of Oklahoma.

(d) "Chairman" means the Chairman of the National Indian Gaming Commission, or his or her designee.

(e) "Cheating" means operating or playing a game in a manner in violation of the written or commonly understood rules of the game, with the intent to create for himself/herself or someone in privity with him/her an advantage over and above the chance of the game.

(f) "Class II gaming" means that gaming defined in 25 U.S.C. § 2703(7) and 25 C.F.R. § 502.3.

(g) "Class III gaming" means that gaming defined in 25 U.S.C. § 2703(8) and 25 C.F.R. § 502.4

(h) "Commission" means the National Indian Gaming Commission.

(i) "Gaming" means risking any money or other thing of value for gain, contingent, wholly or partially, upon lot, chance, the operation of gaming apparatus, or the happening or outcome of an event over which the person taking the risk has no control.

(j) "Gaming operation" means each economic entity that is licensed under this ordinance, operates the games, receives the revenues, issues the prizes, and pays the expenses. A gaming operation may be operated by the Tribe directly or by a management contractor.

(k) "Gross revenues" means all monies collected or received by a gaming operation, including admission fees.

(l) "In privity with" means one who acts jointly with another or as accessory before the fact to an act committed by the other or as a conspirator with the other.

(m) "Key employee" of a gaming operation means:

(1) a person who performs one or more of the following functions:

(A) bingo caller;
(B) counting room supervisor;
(C) security personnel;
(D) custodian of gaming supplies or cash;
(E) floor manager;
(F) pit boss;
(G) dealer;
(H) croupier;
(I) approver of credit; or
(J) custodian of gambling devices including persons with access to cash and accounting records within such devices;

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

(3) if not otherwise included, the four most highly compensated persons in the gaming operation.

(n) "Management contract" means any contract, subcontract, or collateral agreement between the Tribe and a contractor or between a contractor and a subcontractor if such contract or agreement provides for the management of all or part of a gaming operation.

(o) "Management contractor" means the person or entity holding a contract entered into pursuant to 25 U.S.C. § 2710(d)(9) or § 2711.

(p) "Net revenues" means gross gaming revenues of a gaming operation less -

(1) amounts paid out as, or paid for, prizes;

(2) total gaming-related operating expenses, excluding management fee.

(q) "Patron" means a person participating in a game with the hope of winning money or other benefit, but does not include a licensee, or any assistant of a licensee.

(r) "Person" means any individual, firm, partnership, corporation, company, or association.

(s) "Primary management official" means:

(1) the person having management responsibility for a management contract;

(2) any person who has authority:

(A) to hire and fire employees; or

(B) to set up working policy for the gaming operation; or

(3) the chief financial officer or other person who has financial management responsibility;

(t) "Tribal Commission" means the Peoria Tribal Gaming Commission.

(u) "Tribal lands" means

(1) all lands within the limits of any Indian reservation; and

(2) any lands title to which is either held in trust by the United States for the benefit of any Indian tribe or individual or held by any Indian tribe or individual subject to restriction by the United States against alienation and over which an Indian tribe exercises governmental power.

(v) "Tribal-State Compact" means an agreement between the Tribe and the State of Oklahoma concerning Class III gaming negotiated pursuant to 25 U.S.C. § 2710(d).

SECTION 2. TRIBAL GAMING COMMISSION

2.1 Tribal Gaming Commission.

(a) There is hereby established a Tribal Gaming Commission, which shall be called the Peoria Tribal Gaming Commission, hereinafter referred to as "Tribal Commission". The Tribal Commission shall consist of three (3) members appointed by the Chief and ratified by a majority vote of the Business Committee. All Tribal Commission members must be at least 25 years of age.

(b) Commissioners shall serve for terms of three (3) years and may be removed from office prior to the end of their term only for cause and by unanimous vote of the remainder of the Commission or by a vote of five Business Committee members at any duly called meeting.

(c) In order to establish staggered terms, the Business Committee shall appoint the first commissioners as follows: one shall serve a 1-year term, one shall serve a 2-year term, and one shall serve a 3-year term, (initial terms only). After the initial term, all subsequent terms of appointment shall run for three years. Vacancies shall be filled within 60 days by appointment of the Chief, and ratification of the Business Committee, provided, however, that a Commissioner whose term has expired shall hold their seat until it is filled. A vacancy shall be deemed to occur when a Commissioner is removed, resigns or upon expiration of his or her term without regard to whether the Commissioner seeks reappointment. When a vacancy occurs, notice of such vacancy shall be posted for at least fifteen (15) days. The notice shall identify the qualifications specific to the vacancy, and request interested parties to file a statement with the

Tribal Commission reflecting their qualifications and interest in serving as a Tribal Commission member.

(d) A Commissioner's seat shall become immediately vacant upon conviction of any felony or conviction of a misdemeanor related to illegal gambling or bribery. Cause for removal of a Commissioner shall include but not be limited to: use of a tribal position for personal gain, failure to perform Tribal Commission duties adequately or according to this Ordinance, violation of any law of the Peoria Tribe of Indians of Oklahoma, and bringing discredit or disgrace to the Tribal Commission.

2.2 Conflict of Interest.

Tribal Commission members may hold other non-elective and non-managerial tribal positions and may engage in business and gamble in any gaming operation, provided, however that they may not be employed in or own any interest in or gamble in a gaming operation authorized by this ordinance. No member of the Tribal Commission shall engage in any business which is subject to regulation by the provisions of this Ordinance.

2.3 Compensation.

Tribal Commission members shall receive a stipend of fifty dollars ($50) per meeting, and reimbursement of reasonable travel expenses for travel related to Tribal Commission business.

2.4 Voting.

The Tribal Commission shall act by majority vote of a quorum present and each member of the Tribal Commission shall be entitled to one vote. A quorum shall consist of two members.

2.5 Conduct of Business.

The Tribal Commission shall adopt bylaws for the conduct of business, which shall include the following provisions:

(a) The Tribal Commission shall select annually from its membership a Chair, Vice-Chair and Secretary. The Chair shall have the power to convene special meetings with not less than 48 hours written notice to members of the Commission, Business Committee and Peoria gaming operations. Written notice of special meetings must be posted at tribal headquarters.

(b) General sessions of the Tribal Commission shall be open to the public.

(c) Executive sessions of the Tribal Commission shall not be open to the public. The Tribal Commission may not take official action while in executive session, but may discuss Tribal Commission personnel action, licensing matters and pending litigation.

(d) The Tribal Commission shall meet not less than once every two (2) months to hear recommendations and set policy, to hear reports from the Director, to make licensing, suitability

and approval determinations, to conduct disciplinary proceedings, to hear player dispute appeals, and to transact other business.

SECTION 3. TRIBAL GAMING COMMISSION AUTHORITY

3.1 Authority and Responsibility.

The Tribal Commission shall have the authority and responsibility to:

(a) to receive and process all license applications related to the conduct of Class II and Class III gaming activities on lands within the jurisdiction of the Tribe, and issue licenses to all such gaming operations, persons, individuals, and distributors who are required to be licensed by this Ordinance and who qualify for such licensure, and to notify the National Indian Gaming Commission of the issuance of any license when so required by federal law or regulation;

(b) to adopt standards for licensing the occupations within the Tribe's gaming operations;

(c) to investigate gaming and non-gaming employee license applicants for gaming operations, determine the eligibility of applicants for a license, and issue gaming licenses to eligible applicants;

(d) to review all contracts entered into by a gaming operation to:

(1) determine whether the transaction documents are a contract; and

(2) determine whether the contract is or is not related to gaming, and, if related to gaming, whether it is subject to the provisions of this Ordinance; and

(3) determine whether the non-Tribal party to the contract must be licensed under the provisions of this Ordinance.

(e) to investigate non-management gaming contractors and approve non-management gaming contractor licenses for any person or entity working in or for the Tribe's gaming operations who requires such a license;

(f) to license any person, organization or entity selling, leasing, marketing or otherwise distributing gambling devices, equipment, games, or implements of gambling, to the Tribe's gaming operations;

(g) to investigate and license any management contractors of the Tribe's gaming operations, or any ancillary contractors of any management contractor, who provide supplies, services, concessions or property to the Tribe's gaming operations or to any management contractor in connection therewith;

(h) to limit, condition, suspend, restrict, or revoke any license it may issue and assess fines for violations of this Ordinance or of any rules or regulations promulgated by the Commission as provided for in this Chapter;

(i) to adopt reasonable standards consonant with the size and scope of the gaming operation, including game rules, under which all gambling operations shall be held, including regulations concerning security and surveillance operations, and the prize and wagering structure in accordance with the applicable provisions, if any, of any class III gaming compact between the Tribe and the State of Oklahoma;

(j) to inspect and examine all premises wherein gaming is conducted or gambling devices or equipment are manufactured, sold or distributed and to inspect all equipment and supplies in, upon, or about a gaming operation, or inspect any equipment or supplies, wherever located, which may or have been used in the gaming operation;

(k) to summarily seize and remove from a gaming operation and impound equipment and supplies for the purpose of examination, inspection, evidence, or forfeiture in those instances where the Commission has reasonable cause to believe that a violation of this Ordinance has occurred and hold such property pending any final hearing determination of the appropriate disposition of such property;

(l) to enter without restriction the offices, facilities, or other places of business of a licensee to determine compliance with this Ordinance provided that the licensee maintains the right to have any member of the Commission entering such locations accompanied by security personnel for the purpose of facilitating the unrestricted access of such member of the Commission;

(m) to require, and cause to be conducted annually, outside independent audits of all gaming activity as required by the Indian Gaming Regulatory Act and submitting such audits to the National Indian Gaming Commission pursuant to 25 C.F.R. Section 522.4 (b)(3); require, and cause to be conducted annually, outside audits of all contracts related to the conduct of gaming, with the exception of those contracts for professional legal and accounting services, whether those contracts be for supplies, services, or other subject matter which the Commission determines to be related to gaming, and which are for a contract amount in excess of $25,000;

(n) to access upon demand and inspect, examine, copy and audit all papers, books and records of applicants and licensees respecting any revenue or income produced by any gaming operation;

(o) to require verification of the daily gross revenues and income of any class II and class III licensed gaming activity, and verification of all other matters affecting the enforcement of the public policy of or any of the provisions of this Ordinance in order to safeguard the integrity of tribal gaming operations;

(p) to seize and impound any patron's winnings which the Commission may have reason to believe may have been won or obtained in violation of this Ordinance or any other law pending a civil forfeiture hearing on such seizure and/or a criminal proceeding in connection therewith;

(q) to formally suspend, revoke, and ensure the appropriate disposition of a license held by a licensee for a violation committed by a licensee, or an employee of the licensee, of this Ordinance or a Commission rule or regulation or for engaging in a fraudulent practice;

(r) to investigate alleged violations of this Ordinance, the Commission rules, regulations, orders or final decisions, any class III gaming compact entered into between the Tribe and the State of Oklahoma, and any other applicable laws, and to take appropriate disciplinary action, including the imposition of civil fines, against a licensee or any employee of a licensee for the violation, or institute appropriate legal action for enforcement, or both;

(s) for the purpose of enforcing the provisions of this Ordinance, to exercise the powers of a peace officer of the Tribe except that members of the Commission and Commission employees have no authority to carry firearms in the performance of their official duties;

(t) to hold hearings, and to require licensees or license applicants to appear and testify under oath regarding matters related to the enforcement of the provisions of this Ordinance and regulations promulgated thereunder, complaints received about matters within the purview of the Commission to address, actions by the Commission regarding licenses, or any other matters over which the Commission has authority;

(u) to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records and other pertinent documents, and administer oaths and affirmations to the witnesses, when, in the judgment of the Commission, it is necessary to enforce this Ordinance or the rules and regulations of the Commission;

(v) to assure that the payouts from the gambling games authorized under this Ordinance and the payout percentages for all slot machines and video lottery machines are in accordance with any applicable requirements of the compact between the Tribe and the State of Oklahoma governing class III gaming on Indian lands of the Tribe. If there is no such applicable requirement in any compact entered into by the Tribe, the Commission shall adopt by rule maximum and minimum payout percentages subject to the approval of the Tribal Business Committee;

(w) consistent with the terms of any management contract, to oversee and carry out necessary surveillance of all gambling activities conducted at a tribal gaming operation;

(x) to consult with the Tribe's legal counsel to advise the Commission as needed;

(y) to hear and consider for resolution any dispute between members of the public and the Tribe with regard to gaming activities licensed pursuant to the terms of this Ordinance;

(z) to defend this Ordinance in any court with proper jurisdiction or before any federal agency, however, any reference herein to defending this Ordinance shall not be deemed a waiver of the Tribe's sovereign immunity from suit;

(aa) to propose an annual budget to the Tribal Council to support Commission operations undertaken pursuant to the provisions of this Ordinance; remuneration to or salaries for the Commissioners shall be set by the Tribal Council as part of such annual budget;

(bb) to take any other actions as may be reasonable and appropriate to enforce and administer this Ordinance and the rules and regulations of the Commission, including the assessment and collection of such fees and fines provided for in this Chapter;

(cc) to approve or disapprove all documents necessary for the promotion or operation of gaming within the jurisdictional boundaries of the Peoria Tribe of Indians of Oklahoma;

(dd) to collect fees and interest as provided for in Sections 6 and 8 of this Ordinance;

(ee) to issue any such forms as it deems necessary for the regulation of gaming on Peoria Tribe of Indians of Oklahoma lands;

(ff) to maintain a correct and full accounting of all payments, fees, penalties, interest, and civil fines received under authority of this Ordinances.

3.2 Commission Director.

(a) The Tribal Commission shall hire a Director, with the approval of the Business Committee, who shall be responsible for the day-to-day monitoring of gaming activities, including the implementation and enforcement of the rules and regulations promulgated by the Tribal Commission. No one convicted of a felony of any kind or a misdemeanor related to illegal gambling or bribery may serve as director. The Director shall not have any financial interest in gambling or any gaming facility patron.

(b) The Director shall, subject to the approval of the Tribal Commission, perform all duties, exercise all powers, assume and discharge all responsibilities, and carry out and effect all purposes of this Ordinance related to the establishment of all gaming activity. In all decisions, the Director shall act to promote and ensure integrity, security, honesty and fairness of the operation and administration of all gaming activity. The duties of the Director include, but are not limited to, the following:

(1) Confirm management is carrying out its responsibilities as provided for in this Ordinance.

(2) Communicate with the NIGC as necessary and appropriate and ensure compliance with the rules and regulations of that agency;

(3) Process and maintain records of license applications and background investigations;

(4) Review all records, documents and anything else necessary and pertinent to enforcement of any provisions of this Ordinance;

(5) Recommend to the Tribal Commission whether sanctions should be imposed on any person subject to the jurisdiction of this Ordinance.

SECTION 4. GAMING AUTHORIZED

4.1 Interest and Responsibility.

The Tribe shall have the sole proprietary interest and responsibility for the conduct of any gaming authorized by this Ordinance.

4.2 Authorization.

If the Tribe elects to allow individually owned gaming operations it shall authorize such operations in accordance with the requirements set forth in 25 C.F.R. §§ 522.10 and 522.11.

4.3 Class II Licensing.

Class II games as follows may be licensed for conduct on Tribal Lands:

(a) bingo as defined under the Act (whether or not electronic, computer, or other technologic aids are used in connection therewith) including, if played at the same location, pull-tabs, lotto, punch boards, tip jars, instant bingo, and other games similar to bingo);

(b) non-banking card games deemed as Class II gaming under 25 C.F.R. 502.3 (c);

(c) any game determined to be a Class II game by the Tribal Commission, amendment of the Act, by regulation, or by decision of the National Indian Gaming Commission or the federal courts.

4.4 Class III Licensing.

Class III games as follows may be licensed for conduct on Tribal Lands:

(a) such games as may be provided for in a compact between the State of Oklahoma and the Tribe, or such procedures as prescribed by the Secretary of the Interior pursuant to the Act.

SECTION 5. GAMING LICENSE REQUIRED

5.1 Licensing Requirements.

A Tribal gaming license shall be required for:

(a) each person or entity having a management contract; and

(b) each primary management official and each key employee.

(c) each place, facility, or location on Tribal Lands at which Class II or Class III gaming is conducted.

SECTION 6. APPLICATION FOR LICENSES

6.1 Application Forms.

Each person or entity having a management contract, each primary management official and each key employee shall complete an application for an initial license or renewal of an existing gaming license for each gaming establishment on an application form prescribed by the Tribal Commission. The application shall set forth:

(a) the name under which the applicant transacts or intends to transact business on Tribal Lands;

(b) the location of the gaming establishment for which the gaming license is sought; and

(c) the application shall be signed by the applicant if a natural person, or, in the case of an association or partnership, by a member or partner thereof, or, in the case of a corporation, by an executive officer thereof, or by some other person specifically authorized by the corporation to sign the application, in which case written evidence of the signatory's authority shall be attached. The applicant shall provide evidence of authority of the signatory or any other representative to act for and bind the applicant. If any change is made in that authority, the Tribal Commission shall be immediately informed in writing and, until that information is filed with the Tribal Commission, any action of the representative shall be presumed to be that of the applicant.

6.2 Notice.

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

> "In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. § 2701, et seq. The purpose of the requested information is to determine the eligibility of individuals to be employed in a gaming operation. The information will be used by National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory investigations or prosecutions or when pursuant to a requirement by a Tribe or the National Indian Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming license, or investigations of activities while associated with a Tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a Tribe's being unable to hire you in a primary management official or Key employee position.

The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply SSN may result in errors in processing your application."

(b) Existing key employees and Primary management officials, if any, shall be notified in writing that they shall either:

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

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

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

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

(d) The Tribal Commission shall notify in writing existing key employees and primary management officials, if any, that they shall either:

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

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

6.3 Payment of Application Fee.

Each application shall be accompanied by payment of an application fee established by the Tribal Commission to which shall include the cost of the background investigation conducted pursuant to Section 7 below.

6.4 Organizational Chart.

The management contractor shall file along with the application an organizational chart of its management organization and job descriptions for employees of the gaming operation. The chart shall identify which employees are or will be the primary management officials and the key employees of the gaming operation.

6.5 Description on Application.

An application for a gaming license shall include a description of the place, facility, or location on Tribal Lands where the applicant will operate a gaming operation or where the applicant will be employed.

6.6 Other Gaming License.

Each applicant for a gaming license who has or will have a contract with the Tribe to manage a tribal gaming enterprise shall state whether he/she already has a management contract to operate any Indian or non-Indian gaming operation and, if so, a description of the location of each such operation.

6.7 Management Contractor's Application.

A management contractor's application shall include information required by 25 U.S.C. § 2711 and 25 C.F.R. § 537.1.

SECTION 7. BACKGROUND INVESTIGATIONS

7.1 General.

The Tribal Commission shall conduct, or cause to be conducted, a background investigation of the management contractor and each applicant for a position who is designated as a key employee or primary management official sufficient to make a qualification determination under Section 7.3 below and consistent with the requirements outlined in 25 C.F.R. Sections 556 and 558. The Tribal Commission shall coordinate its background investigations with the Federal Bureau of Investigation databases. In conducting the investigation, the Tribal Commission shall keep confidential the identity of each person interviewed in the course of the investigation. The Tribal Commission shall use the Bureau of Indian Affairs Tribal Police, Miami Police Department, Ottawa County Sheriff's Office, or any other law enforcement agency or other capable entity with prior consent by the NIGC, to assist in processing background investigations.

7.2 Background Investigations.

(a) The Tribal Commission shall request from each primary management official and from each key employee all of the following information:

(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 ten (10) years: business and employment positions held, ownership interests in those businesses, business addresses, residence addresses since age 18, and drivers license number(s);

(3) the names and current addresses of at least five (5) personal references, including one personal reference who was acquainted with the applicant during the most recent period of residence listed under paragraph (2) of this Section;

(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 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 misdemeanor prosecution (excluding minor traffic violations) within ten (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 (excluding minor traffic charges) whether or not there is a conviction if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to paragraph (8) or (9) of this Section, 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 applicant has filed an application for an occupational license or permit, whether or not such license or permit was granted;

(12) a current photograph;

(13) fingerprints consistent with procedures adopted by the Tribal Commission pursuant to 25 C.F.R. § 522.2 (h); and

(14) any other information the Tribal Commission deems relevant.

(b) The Tribal Commission shall conduct an investigation sufficient to make a determination of employee eligibility under Section 7.3

7.3 Eligibility Determination.

(a) The Tribal Commission shall ensure that any person involved with the conduct of gaming activities is a person of good character, honesty, and integrity.

(b) The Tribal Commission shall review a person's prior activities, criminal record, if any, and reputation, habits, and associations to make a finding concerning the eligibility of such person for employment in the gaming operation. If the Tribal Commission determines that employment of the person poses a threat to the public interest or to the effective regulation and control of gaming, or creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of the business and financial

arrangements incidental to the conduct of gaming, neither the management contractor or the Tribe shall employ that person.

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

(a) When a key employee or primary management official begins work at a gaming operation authorized by this Ordinance, the Tribal Commission shall forward to the National Indian Gaming Commission a completed application for employment and conduct the background investigation and make the determination referred to in Section 7.3.

(b) The Tribal Commission shall forward the report referred to in Subsection 7.5 to the National Indian Gaming Commission within 60 days after an employee begins work or within 60 days of the approval of this Ordinance by the Chairman of the National Indian Gaming Commission.

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

7.5 Report to the National Indian Gaming Commission.

(a) Pursuant to the procedures set out in Section 7.4 of this Ordinance, before issuing a license, the Tribal Commission shall prepare and forward to the National Indian Gaming Commission an investigative report on each background investigation. An investigative report shall include all of the following:

(1) the steps taken in conducting the background investigation;

(2) the results obtained;

(3) the conclusions reached; and

(4) the basis for those conclusions.

(b) The Tribal Commission shall submit, with the report, a copy of the eligibility determination made under Section 7.3

(c) If a license is not issued to an applicant, the Tribal Commission:

(1) shall notify the National Indian Gaming Commission; and

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

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

SECTION 8. ISSUANCE OF LICENSES; RENEWAL; SUSPENSION

8.1 General.

(a) If, within a thirty (30) day period after the National Indian Commission receives a report, the National Indian Gaming Commission notifies the Tribal Commission that it has no objection to the issuance of a license pursuant to a license application filed by a key employee or a primary management official for whom the Tribal Commission has provided an application and investigative report to the National Indian Gaming Commission, the Tribal Commission may issue a license to such applicant.

(b) The Tribal Commission shall respond to a request for additional information from the Chairman of the National Indian Gaming Commission concerning a key employee or a primary management official who is the subject of a report. Such a request shall suspend the 30-day period under Section 8.1, until the Chairman of the National Indian Gaming Commission receives the additional information.

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

(d) The Tribal Commission may issue or renew a gaming license to an applicant who submits a proper and completed application and pays the appropriate annual fee, provided that no license shall be issued to or renewed for an applicant:

(1) who is not a person of good character, honesty, and integrity;

(2) who is not found by the Tribal Commission to be eligible for employment under the criteria of Section 7.3;

(3) who has had, or who is in privity with anyone who has had, a gaming license revoked for cause in any jurisdiction;

(4) who is delinquent in the payment of any obligation owed to the Tribe or Tribal Commission pursuant to this Ordinance or a management contract; and

(5) who has failed to comply with the Act, regulations of the National Indian Gaming Commission, this Ordinance or regulation that the Tribal Commission has or may adopt.

8.2 Validity.

Each gaming license shall be valid for a two-year period commencing on the approval of the gaming license.

8.3 Assignment; Transfer; Display.

A gaming license may not be assigned or transferred and is valid only for use by the person in whose name it is issued and at the gaming establishment for which it is issued. A gaming license shall be conspicuously displayed at all times at the gaming establishment for which it is issued.

8.4 No Class III Gaming License.

Until authorized by a Tribal-State Compact, no gaming license shall be issued for any Class III gaming.

8.5 License Suspension.

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

(b) The Tribal Commission shall notify the licensee of a time and a place for a hearing on the proposed revocation of a license.

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

SECTION 9. GAMING LICENSE FEES

9.1 Annual Fee.

The annual fee for each gaming license issued pursuant to this Ordinance to the holder of a valid management contract shall be $2,500.00 and for each primary management official and key employee shall be $25.00.

9.2 Adjustment of Annual Fee.

The Tribal Commission may adjust the amount of the annual fee, provided that any increase shall take effect only on the ensuing January 1.

9.3 Payment in Advance.

The annual license fee shall be paid in advance of the initial issuance or renewal of a license.

9.4 Prorated Annual Fee.

The annual license fee shall be prorated in the case of each initially issued license.

SECTION 10. RECORDS AND REPORTS

10.1 Keep and Maintain.

Each gaming operation shall keep and maintain sufficient books and records to substantiate the receipts, expenses, and uses of revenues relating to the conduct of gaming activities authorized under a license. Included in the records of the activity shall be session summary sheets, operational budgets and projections, and tour/bus attendance and compensation.

10.2 Statement of Gross Revenues and Net Revenues.

No later than the fifteenth day of each month, each gaming operation shall provide, in a report form prescribed by the Tribal Commission, a statement of gross revenues and net revenues received or collected at each gaming establishment during the immediately preceding period.

10.3 Falsification.

No licensee shall falsify any books or records relating to any transaction connected with the conduct of gaming activities authorized under this Ordinance.

10.4 Inspection by Tribal Commission.

All books and records of each gaming operation relating to licensed gaming activities shall be subject to inspection, examination, photocopy and auditing by the Tribal Commission or a person designated by the Tribal Commission at anytime during reasonable hours.

10.5 Audit.

The Tribal Commission shall cause to be conducted, at least annually, an independent audit of gaming operations and shall submit the resulting audit reports to the National Indian Gaming Commission.

10.6 Insurance Policies.

A copy of all insurance policies covering each gaming enterprise or any part thereof shall be filed with the Tribal Commission.

SECTION 11. GROSS REVENUES

11.1 Expenditure and Disbursements.

Consistent with reasonable gaming industry business practices, the gross revenues derived from operations of a tribal-owned and licensed gaming operations may be expended and dispersed by management contractor as outlined in the management contract.

SECTION 12. MAINTENANCE OF GAMING FACILITY

12.1 General.

Each gaming facility licensed under this Ordinance shall be constructed, maintained and operated in a manner which adequately protects the environment and the public health and safety.

SECTION 13. VIOLATIONS

13.1 Gaming License.

No person shall operate or conduct any gaming activity in a gaming operation within the exterior boundaries of the Tribal Lands without a gaming license issued by the Tribal Commission, as required by this Ordinance.

13.2 Falsifying Information.

No licensee or license applicant shall provide false information in connection with any document or proceeding under this Ordinance.

13.3 Accounting and Inspection.

(a) No management contractor shall fail to account fully for all moneys received or collected in connection with gaming activities.

(b) In compliance with 25 C.F.R. § 571.5 or § 571.6, or of a Tribal Ordinance or resolution approved by the Chairman of the National Indian Gaming Commission under parts 522 or 523 in Title 25 C.F.R., a gaming operation shall not refuse to allow an authorized representative of the National Indian Gaming Commission or an authorized Tribal Commission official to enter or inspect a gaming operation.

13.4 Age Limit.

No person under the age of eighteen (18) years shall be permitted to participate in any gaming activity.

13.5 Cheating.

No person shall engage in cheating in any gaming activity.

13.6 Possession of a Firearm.

No person, other than a law enforcement officer or security personnel licensed to carry a firearm, may enter or remain in a gaming establishment under this Ordinance while in the possession of a firearm or other weapon.

13.7 Violation of Any Provision, Rule, Regulation or Order.

No person shall intentionally violate any provision of this Ordinance, nor any rule, regulation or order that the Tribal Commission may promulgate or issue.

13.8 In Privity.

Any person who is in privity with a person who violates any provision of this Ordinance shall be deemed to be in violation of this Ordinance to the same extent as the violator, and shall be treated in a similar manner.

13.9 Compliance of Ordinance.

Management contractor is responsible for ensuring that all primary management officials and key employees assisting in the operation of any gaming activity on the licensee's behalf comply with this Ordinance. A violation by any such officials or employees shall be deemed a violation by management contractor and subject management contractor to civil enforcement action. It shall not be a defense that management contractor was unaware of the violation.

13.10 Fraudulent Scheme or Technique.

No person, playing in or conducting any gaming activity authorized under this Ordinance, shall:

(a) use bogus or counterfeit cards, or substitutes or use any game cards that have been tampered with;

(b) employ or have on one's person any cheating device to facilitate cheating in any gaming activity;

(c) use any fraudulent scheme or technique, including when an operator or player of games of charitable gaming tickets directly or indirectly solicits, provides, or receives inside information of the status of game for the benefit of either person; or

(d) knowingly cause, aid, abet, or conspire with another person or any person to violate any provision of this Ordinance or any rule adopted under this Ordinance.

SECTION 14. CIVIL ENFORCEMENT

14.1 Action to be Taken.

The Tribal Commission may take any one or a combination of the following actions with respect to any person or entity who violates any provision of this Ordinance:

(a) Impose a civil fine not to exceed five hundred dollars ($500.00) for each violation, and if such violation is a continuing one, for each day of such violation, unless the violation involves a failure to file a report when due.

(b) Impose a penalty of fifty dollars ($50.00) per day for failure to file any report when due and five hundred dollars ($500.00) per day for failure to file such report after notice and demand.

(c) Suspend or revoke any gaming license issued by the Tribal Commission.

(d) Bring an action in a court of competent jurisdiction for imposition of one or more of the following sanctions:

(1) suspension or termination of the license and further conduct of gaming activities;

(2) seizure of any gaming apparatus, proceeds, or other property of a licensee connected with the gaming activities engaged in by the licensee;

(3) in the case of any non-member of the Tribe, expulsion of such persons from Tribal Lands;

(4) collection of any unpaid fees and/or interest;

(5) execution on any nonexempt property of a violator located within the exterior boundaries of the Tribal Lands.

14.2 Jurisdiction.

Any court of competent jurisdiction shall have jurisdiction over any civil action brought by the Tribal Commission under this Ordinance, and any court of competent jurisdiction shall have the authority to impose any and all sanctions imposed by the Tribal Commission pursuant to this Ordinance.

14.3 Notification.

Before taking any enforcement action authorized in this Section, the Tribal Commission shall use its best efforts to notify the alleged violator, in person or by letter delivered to his/her last known address, of the charges against him/her, and allow the alleged violator an opportunity for a prompt hearing. If the alleged violator fails to respond, or cannot be found, the Tribal

Commission may proceed with a hearing notwithstanding, and take such action as it deems appropriate.

14.4 Acknowledgment.

Every person or entity which applies for a gaming license and accepts such license thereby acknowledges the civil enforcement jurisdiction and authority of the Tribal Commission and a court of competent jurisdiction under this Ordinance to order an execution on his/her nonexempt property, the suspension or termination of his/her further conduct of gaming activities and the seizure of his/her gaming equipment or proceeds or other property, upon a proper finding of the Tribal Commission or the court that the person has violated a provision of the Act, regulations of the National Indian Gaming Commission, this Ordinance, or regulations promulgated by the Tribal Commission, despite lack of actual notice, provided that the Tribal Commission has used its best efforts to notify the person, in person, or by letter delivered to his/her last known address.

SECTION 15. USE OF NET REVENUES

15.1 Expenditures.

Net revenues from gaming conducted under this Ordinance shall only be expended 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; or

(e) to help fund operations of local governmental agencies.

15.2 Approval of Operating Budget.

The operating budget of the Tribal Commission, including necessary payroll and expenses, shall be approved by the Business Committee and shall be funded from revenues of the Tribal General Fund.

SECTION 16. HEARINGS AND APPEALS

16.1 Petition for Payment of Penalty.

Any licensee paying a penalty for late filing or failing to file a report for which there is an acceptable excuse may petition the Tribal Commission for a credit. The petitioner may petition the Tribal Commission for a credit. The petition shall be filed within thirty (30) days after the

petitioner knew or should have known that payment was excusable, but not more than six (6) months after payment in any case.

16.2 Petition for Hearing and Reconsideration.

Any person or entity aggrieved by a decision made or action taken by the Tribal Commission without notice and opportunity for hearing, may petition the Tribal Commission for a hearing and reconsideration. The petition shall be filed within thirty (30) days after the petitioner knew or should have known of the decision or action.

16.3 Petition for Review.

Any person or entity aggrieved by a decision made or action taken by the Tribal Commission after notice and opportunity for hearing may petition any court of competent jurisdiction for review. Such petition shall specifically set forth the reasons for aggrieving, and be filed with the Court no later than thirty (30) days after the Tribal Commission's decision or action. The court shall set the matter for hearing no later than thirty (30) days after receipt of the petition, and may, upon establishing that it has jurisdiction and finds good cause, affirm, modify, reverse and/or vacate the Tribal Commission's order.

SECTION 17. APPLICABLE LAW

17.1 Controversies Involving Contract.

All controversies involving contracts relating to gaming entered into under the authority of the Tribe on Tribal Lands shall be resolved, as appropriate, in accordance with:

(a) the Act;

(b) regulations promulgated by the National Indian Gaming Commission;

(c) the laws, ordinances and regulations of the Tribe; and

(d) if no Tribal laws exists, the law of the State of Oklahoma.

SECTION 18. SERVICE

18.1 Tribal Commission Service Agent.

The Tribe and the Tribal Commission shall designate by written notification to the National Indian Gaming Commission an agent for service of any official determination, order, or notice of violation.

18.2 Management Service Agent.

Each management contractor shall designate by written notification to the Tribal Commission and the National Indian Gaming Commission an agent for service of any official determination, order, or notice of violation.

SECTION 19. SAVINGS PROVISION

19.1 Invalidity.

If any provision of this Ordinance or the application thereof to any entity, or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect, and, to this end, the provisions of this Ordinance are severable.

SECTION 20. POLICIES AND PROCEDURES FOR RESOLUTION OF DISPUTES BETWEEN MANAGER AND CUSTOMERS

20.1 Improper Conduct by Customers.

(a) Notice of warning regarding the improper conduct set in paragraph (b) of this section or other gaming rules established and enforced by the gaming operation shall be posted by Manager at the entrance of the gaming operation and/or given to patrons upon entering the premises.

(b) The following improper conduct shall result in ejection of a patron from any gaming operation:

(1) cheating;

(2) possession of weapons in the gaming operation;

(3) possession of alcohol that has been brought by a patron into the gaming operation;

(4) possession of a controlled substance in the gaming operation;

(5) disorderly conduct, including the willful, or wanton disregard for the rights of others, and any other act which is disruptive to the gaming operation and other patrons.

(c) Failure by a patron to provide proof of age when requested by gaming operation personnel shall result in ejection of the patron from the gaming operation premises. Any admission fees shall be refunded in such instance.

(d) Ejection of a patron shall be accomplished by security personnel, upon approval of the Manager or an alternate.

20.2 Complaints by Customers.

(a) Either the Manager or an alternate shall be readily available at all times to resolve complaints by patrons involving the gaming operation.

(b) If the Manager or an alternate are unable to resolve any dispute, the matter may, upon request of the patron, be referred to the Tribal Commission for resolution. Action by the Tribal Commission may be initiated by making a written request.

(c) Decisions of the Tribal Commission may, at the patron's request, be appealed to the Business Committee. Action by the Business Committee is initiated by making a written request. The decision of the Business Committee on any dispute referred to it for resolution shall be final.

SECTION 21. AMENDMENT OF ORDINANCE

21.1 Amendment by Majority Vote.

This Ordinance may be amended by majority vote of the Tribal Business Committee. Within fifteen (15) days after adoption, the Tribal Business Committee shall submit for the Chairman of the National Indian Gaming Commission's approval for any amendment to the Ordinance.

SECTION 22. EFFECTIVE DATE / REPEAL

22.1 General.

This Ordinance shall be effective upon approval of the Chairman of the National Indian Gaming Commission. Once effective, this Ordinance shall serve to repeal all previous gaming ordinances of the Tribe.

date to the appropriate committees of the Congress and to each tribe that is served by the Bureau of Indian Affairs (BIA) agency that is serving the tribe that is a party to the funding agreement. Initial negotiations with a tribe/consortium located in a region and/or agency which has not previously been involved with self-governance negotiations, will take approximately 2 months from start to finish. Agreements for an October 1 to September 30 funding year need to be signed and submitted by July 1. Agreements for a January 1 to December 31 funding year need to be signed and submitted by October 1.

Purpose of Notice

25 CFR parts 1000.10 to 1000.31 will be used to govern the application and selection process for tribes/consortia to begin their participation in the tribal self-governance program in fiscal year 2006 and calendar year 2006. Applicants should be guided by the requirements in these subparts in preparing their applications. Copies of these subparts may be obtained from the information contact person identified in this notice.

Tribes/consortia wishing to be considered for participation in the tribal self-governance program in fiscal year 2006 or calendar year 2006 must respond to this notice, except for those which are (1) currently involved in negotiations with the Department; (2) one of the 88 tribal entities with signed agreements; or (3) one of the tribal entities already included in the applicant pool as of the date of this notice.

Dated: December 23, 2004.

David W. Anderson,

Assistant Secretary—Indian Affairs.

[FR Doc. 05–190 Filed 1–4–05; 8:45 am]

BILLING CODE 4310–W8–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved Tribal-State compact.

SUMMARY: This notice publishes the approval of the Tribal-State Off-Track Wagering Compact between the Peoria Tribe of Indians and the State of Oklahoma.

EFFECTIVE DATE: January 5, 2005.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under Section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. This Compact allows for the Tribe to conduct Off-Track wagering.

Dated: December 21, 2004.

Michael D. Olsen,

Acting Principal Deputy Assistant Secretary—Indian Affairs.

[FR Doc. 05–189 Filed 1–4–05; 8:45 am]

BILLING CODE 4310–4N–P

INTERNATIONAL TRADE COMMISSION

[Investigations Nos. 731–TA–1082 and 1083 (Final)]

Chlorinated Isocyanurates From China and Spain

AGENCY: United States International Trade Commission.

ACTION: Scheduling of the final phase of antidumping investigations.

SUMMARY: The Commission hereby gives notice of the scheduling of the final phase of antidumping investigations Nos. 731–TA–1082 and 1083 (Final) under section 735(b) of the Tariff Act of 1930 (19 U.S.C. 1673d(b)) (the Act) to determine whether an industry in the United States is materially injured or threatened with material injury, or the establishment of an industry in the United States is materially retarded, by reason of less-than-fair-value imports from China and Spain of chlorinated isocyanurates, provided for in subheading 2933.69.60 of the Harmonized Tariff Schedule of the United States.[1]

For further information concerning the conduct of this phase of the investigations, hearing procedures, and rules of general application, consult the Commission's Rules of Practice and Procedure, part 201, subparts A through E (19 CFR part 201), and part 207, subparts A and C (19 CFR part 207).

EFFECTIVE DATE: December 16, 2004.

FOR FURTHER INFORMATION CONTACT: Joanna Lo (202–205–1888), Office of Investigations, U.S. International Trade Commission, 500 E Street SW., Washington, DC 20436. Hearing-impaired persons can obtain information on this matter by contacting the Commission's TDD terminal on 202–205–1810. Persons with mobility impairments who will need special assistance in gaining access to the Commission should contact the Office of the Secretary at 202–205–2000. General information concerning the Commission may also be obtained by accessing its Internet server (*http://www.usitc.gov*). The public record for these investigations may be viewed on the Commission's electronic docket (EDIS) at *http://edis.usitc.gov.*

SUPPLEMENTARY INFORMATION:

Background.—The final phase of these investigations is being scheduled as a result of affirmative preliminary determinations by the Department of Commerce that imports of chlorinated isocyanurates from China and Spain are being sold in the United States at less than fair value within the meaning of section 733 of the Act (19 U.S.C. 1673b). The investigations were requested in a petition filed on May 14, 2004 by Clearon Corporation, Fort Lee, New Jersey and Occidental Chemical Corporation, Dallas, Texas.

Participation in the investigations and public service list.—Persons, including industrial users of the subject merchandise and, if the merchandise is sold at the retail level, representative consumer organizations, wishing to participate in the final phase of these investigations as parties must file an entry of appearance with the Secretary to the Commission, as provided in section 201.11 of the Commission's rules, no later than 21 days prior to the hearing date specified in this notice. A party that filed a notice of appearance during the preliminary phase of the investigations need not file an additional notice of appearance during this final phase. The Secretary will maintain public service list containing the names and addresses of all persons, or their representatives, who are parties to the investigations.

Limited disclosure of business proprietary information (BPI) under an administrative protective order (APO) and BPI service list.—Pursuant to

[1] For purposes of these investigations, the Department of Commerce has defined the subject imported merchandise as chlorinated isocyanurates. Chlorinated isocyanurates are derivatives of cyanuric acid, described as chlorinated s-triazine triones. There are three primary chemical compositions of chlorinated isocyanurates: (1) Trichloroisocyanuric acid ($Cl_3(NCO)_3$), (2) sodium dichloroisocyanurate (dihydrate) ($NaCl_2(NCO)_3 \cdot 2H_2O$), and (3) sodium dichloroisocyanurate (anhydrous) ($NaCl_2(NCO)_3$). Chlorinated isocyanurates are available in powder, granular, and tableted forms. The scope of these investigations covers all chlorinated isocyanurates, including Arch Chemicals, Inc.'s patented chlorinated isocyanurates tablet.