United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

JAN 21 2005

Honorable John Blackhawk
Chairman, Winnebago Tribal Council
PO Box 687
Winnebago, Nebraska 68071

Dear Chairman Blackhawk:

On December 8, 2004, we received the Tribal-State Compact between the Winnebago Tribe of Nebraska (Tribe) and the State of Iowa (State), executed on December 3, 2004. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Compact. This Compact shall take effect when the notice of our approval, pursuant to Section 11(d)(3)(B) of IGRA, 25 U.S.C. (d)(3)(B), is published in the Federal Register.

Section 19 of the Compact requires modifications and amendments to the compact or its appendices to be approved by the Secretary of the Interior, unless the modification or amendment pertains to technical standards. Section 2.3 of the Compact provides for the addition of Class III games, but is silent with regard to the need for Secretarial approval. In our view, the Secretarial approval requirement of Section 19 applies to the addition of games under Section 2.3. Although the parties to the Compact can agree to the modification of appendices or addition of appendices, such as those discussed in Section 19, we believe that if these modifications are substantive, they are subject to the review and approval authority of the Secretary under IGRA. A substantive modification is one that potentially implicates any of the three statutory reasons available to the Secretary to disapprove a compact in the first instance, *i.e.*, whether the provision violates IGRA, any other provision of Federal law, or the trust obligation of the United States to Indians, *See* 25 U.S.C. §2710(d)(8)(B).

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

Sincerely,

Mike Olson

Acting Principal Deputy Assistant Secretary – Indian Affairs

Identical Letter Sent to: Steven K. Young
Director, State of Iowa
Department of Inspections and Appeals

this and in all other respects, the proposed cement plant project would meet or exceed all federal, state and/or tribal criteria under applicable law.

Significant issues to be addressed in the EIS include, but are not limited to air quality, geology and soils, surface and groundwater resources, biological resources including threatened and endangered species, cultural resources, socioeconomic conditions, land use, aesthetics or visual resources, environmental justice, and Indian trust resources. The range of issues and alternatives to be addressed in the EIS may be expanded or reduced, based on comments received in response to this notice and at the public scoping meetings.

Public Comment Availability

Comments, including names and addresses of respondents, will be available for public review at the BIA address shown in the **ADDRESSES** section, during business hours, 8 a.m. to 4:30 p.m., Monday through Friday, except holidays. Individual respondents may request confidentiality. If you wish us to withhold your name and/or address from public review or from disclosure under the Freedom of Information Act, you must state this prominently at the beginning of your written comment. Such requests will be honored to the extent allowed by the law. We will not, however, consider anonymous comments. All submissions from organizations or businesses, and from individuals identifying themselves as representatives or officials of organizations or businesses, will be made available for public inspection in their entirety.

Authority

This notice is published in accordance with section 1503.1 of the Council of Environmental Quality Regulations (40 CFR Parts 1500 through 1508) implementing the procedural requirements of the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4371 *et seq.*), Department of the Interior Manual (516 DM 1–6), and is in the exercise of authority delegated to the Principal Deputy Assistant Secretary—Indian Affairs by 209 DM 8.1.

Dated: February 10, 2005.

Michael D. Olsen,

Acting Principal Deputy Assistant Secretary—Indian Affairs.

[FR Doc. 05–3238 Filed 2–18–05; 8:45 am]

BILLING CODE 4310–W7–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved Tribal—State Class III Gaming Compact.

SUMMARY: This notice publishes the approval of the Tribal—State Compact between the Winnebago Tribe of Nebraska and the State of Iowa.

EFFECTIVE DATE: February 22, 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 authorizes gaming conducted in accordance with IGRA and Iowa State law and clarifies the regulatory scheme.

Dated: February 9, 2005.

Michael D. Olsen,

Acting Principal Deputy Assistant Secretary—Indian Affairs.

[FR Doc. 05–3227 Filed 2–18–05; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[CO–100–04–1990–00]

Emergency Route Restriction Order Within the Upper Hughes Creek Allotment (#4410), Moffat County, CO

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of emergency closure.

SUMMARY: This order closes two unauthorized construction routes on public lands to motorized use in the area within the Upper Hughes Creek Allotment, Moffat County, Colorado. This order does not modify the current Off Highway Vehicle (OHV) classification of "open" in this area. The order is an emergency measure that prohibits the use of any motorized wheeled vehicles on the identified routes.

EFFECTIVE DATE: February 22, 2005.

ADDRESSES: Maps of the trespass roads will be available at the Little Snake Field Office, 455 Emerson Street, Craig, Colorado.

FOR FURTHER INFORMATION CONTACT: John E. Husband, Field Manager, Little Snake Field Office, 455 Emerson Street, Craig, Colorado 81625; Telephone (970) 826–5000.

SUPPLEMENTARY INFORMATION: This order is issued under the authority of 43 CFR 8341.2, 43 CFR 8364.1, and 43 CFR 9268.3(d)(1) as an emergency measure. This action qualifies as a Categorical Exclusion under 516 DM 6, Appendix 5.4, Number: _G_(_3_) and has been considered in Categorical Exclusion CO–100–2005–001CX, which was signed on December 9, 2004. Further investigation is proceeding and plans for reclamation of damaged resources are being developed.

This order affects public lands in Moffat County, Colorado, thus described:

(1) Public Lands within: T.4N., R.96W., Sections 15 and 22, Sixth Principal Meridian;

(2) Approximately: 3 acres of public lands.

This restriction order shall be effective on February 22, 2005, and shall remain in effect until resource reclamation objectives have been achieved and the order is then rescinded by the Authorized Officer.

During the summer of 2004, an unknown person used heavy construction equipment to widen an existing trail and build a new route on public lands that accommodates full size pickup truck vehicle use. Use of these routes by wheeled motorized vehicles has the potential to cause considerable adverse effects to soil, water, and cultural resources.

The designated area affected by this order will be posted with appropriate regulatory signs. Persons who are exempt from restriction contained in this notice include:

1. Any Federal, State, or local officers engaged in fire, emergency, and law enforcement activities.

2. Persons or agencies holding a special use permit or right-of-way for access to exercise their permit within the restricted area, for purposes related to access for maintenance and operation of authorized facilities, and provided such motorized use is limited to the routes specifically identified in the special use permit or right-of-way.

3. Grazing permittees holding a valid grazing permit for the restricted area. Such permittees will contact the Authorized Officer, when possible, prior to motorized vehicle use of the route(s)

COMPACT BETWEEN

THE SOVEREIGN INDIAN NATION OF

THE WINNEBAGO TRIBE OF NEBRASKA

AND THE SOVEREIGN STATE OF IOWA

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COMPACT BETWEEN

THE SOVEREIGN INDIAN NATION OF

THE WINNEBAGO TRIBE OF NEBRASKA

AND THE SOVEREIGN STATE OF IOWA

PREAMBLE

THIS TRIBAL/STATE COMPACT made and entered into this 29th day of November, 2004 by and between the WINNEBAGO TRIBE OF NEBRASKA, a federally-recognized Indian Tribe acting through its Chairman, the Honorable John Blackhawk, and the STATE OF IOWA, acting through the Director of the Department of Inspections and Appeals, Steven K. Young.

RECITALS

A. This Compact is made with reference to and in compliance with the Indian Gaming Regulatory Act (IGRA), and sets forth the procedures and requirements for investigating, licensing and regulating Class III gaming on Indian Lands.

B. The purposes of this Compact include:

STATEMENT OF PURPOSES

(1) **WHEREAS**, the Winnebago Tribe of Nebraska is a federally recognized Indian Tribe and is the beneficial owner of, and government for, the lands owned by the Winnebago Tribe of Nebraska located in the State of Iowa;

(2) **AND WHEREAS**, the State of Iowa and the Winnebago Tribe of Nebraska are separate sovereigns and each respects the laws of the other sovereign;

(3) **AND WHEREAS**, the public policy of the State of Iowa is reflected in the Constitution, statutes and administrative rules of the State of Iowa;

(4) **AND WHEREAS**, the tribal public policy, as reflected in its Constitution, ordinance and regulations, is to exercise and retain its rights to regulate gaming activities upon its lands for the purposes of encouraging tribal employment, economic and social development and funding of tribal services while ensuring fair and lawful operation of gaming and the prevention of corrupt and criminal influences;

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(5) **AND WHEREAS**, Congress has declared that it is a principal goal of federal Indian policy to promote tribal economic development, tribal self-sufficiency and strong tribal government;

(6) **AND WHEREAS**, the United States Congress has enacted IGRA which declares federal policy and provides a statutory basis for operation of gaming as a means of promoting tribal economic development, self-sufficiency, and strong tribal government;

(7) **AND WHEREAS**, IGRA is intended to provide a statutory basis for regulation of gaming adequate to shield it from organized crime and other corrupting influences, to ensure that the Winnebago Tribe of Nebraska is the primary beneficiary of the gaming revenues, and to ensure that gaming is conducted fairly and honestly by both the operators and players;

(8) **AND WHEREAS**, IGRA establishes a system of agreements between Indian Tribes and States for the regulation of Class III gaming as defined in that Act;

(9) **AND WHEREAS**, IGRA provides that Class III gaming activities are lawful only if such activities are (1) located in a state that permits such gaming for any purpose by any person, organization or entity, (2) authorized by tribal ordinance, and (3) conducted in accordance with a Tribal/State Compact;

(10) **AND WHEREAS**, the Secretary of the Interior has determined that the gaming location is on Indian lands;

(11) **AND WHEREAS**, the continued growth and success of tribal gaming depends upon public confidence and trust that the Class III gaming is honest, fair and secure, and is free from criminal and corruptive influences;

(12) **AND WHEREAS**, public confidence and trust can be maintained only if there is strict compliance with laws and regulations related to licensed gaming establishments, by all persons involved in the Class III gaming;

(13) **AND WHEREAS**, the relationship between the State of Iowa and the Winnebago Tribe of Nebraska rests on mutual trust and the recognition that each has a primary duty to protect the gaming public through concurrent, appropriate responsibilities during the life of current and future Tribal/State Compacts;

(14) **AND WHEREAS**, Congress recognized a role for State public policy and State law in the regulation of Class III gaming;

Now, therefore, in consideration of these purposes and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Winnebago Tribe of Nebraska and the State of Iowa promise, covenant and agree as follows:

1. DEFINITIONS

1.1 The term "Act" means the Indian Gaming Regulatory Act (IGRA), sections 2-24, Pub. L. 100-497, 102 Stat. 2425, (codified at 25 U.S.C. sections 2701-2721 and 18 U.S.C. sections 1166-1168, including any subsequent amendments thereto).

1.2 The term "Chairman" means the Chairman of the National Indian Gaming Commission.

1.3 The term "Class III gaming" means all gaming that is not "Class I gaming" or "Class II gaming" as defined in the Act, and includes, but is not limited to, those gambling devices, dice games, wheel games, card games, pari-mutual wagering on horses and dogs, lotteries, limited sports betting pools and sports betting including parlay cards specified in Appendix "A".

1.4 The term "Collateral Agreement" means any contract, whether or not in writing, that is related, either directly or indirectly, to a management contract, or to any rights, duties or obligations created between the Winnebago Tribe of Nebraska (or any of its members, entities,

or organizations) and a management contractor or subcontractor (or any person or entity related to a management contractor or subcontractor).

1.5 The term "Compact" means this Tribal/State Compact, including any subsequent amendments thereto and including the Appendices to this Compact between the Winnebago Tribe of Nebraska and the State of Iowa.

1.6 "DCI" means the Division of Criminal Investigation of the Iowa Department of Public Safety or the Division's designee or successor.

1.7 The term "Director" means the Director of the Iowa Department of Inspections and Appeals (Department) or the Director's designee or successor.

1.8 The term "Gambling Device" means Video Games of Chance, Progressive Slot Machines and Slot Machines.

1.9 The terms "Gaming Ordinance" and "Ordinance" mean the Gaming Ordinance of the Winnebago Tribe of Nebraska, first adopted February 13, 1992, together with any amendments thereto.

1.10 The term "Indian Lands" means those lands that satisfy all of the provisions of 25 U.S.C. sections 2703(4) and 2719, as amended.

1.11 The terms "Iowa" and "State" mean the State of Iowa, including individuals, entities, political subdivisions (including counties), agencies and all others using, claiming or in any manner asserting any right or power under the authority of the State of Iowa.

1.12 The term "Lottery" means a game for which chances are sold, the winning chance or chances being secretly predetermined or later selected in a chance drawing and in which the holders of winning chances receive money or something of value. The term "chance drawing" includes the identification of winning numbers or symbols by a mechanical, electronic or electromechanical device, which makes the selection in a random manner. The term "Lottery"

includes keno, if conducted as a Class III Game, and the types of games actually being conducted by the Iowa Lottery unless the game is by definition a Video Game of Chance or Slot Machine.

1.13 The term "Management Contract" means the complete agreement between the Winnebago Tribe of Nebraska and a Management Contractor, including all Collateral Agreements relating to Class III gaming activity.

1.14 The term "Management Contractor" means any individual, sole proprietorship, partnership or corporation which operates Class III gaming on behalf of the Winnebago Tribe of Nebraska pursuant to a management contract submitted for approval or approved by the Bureau of Indian Affairs, the chairman of the National Indian Gaming Commission, or such other federal agency or authority exercising the appropriate jurisdiction under the Act.

1.15 "National Indian Gaming Commission" or "NIGC" means the commission established pursuant to § 2704 of the Act and any amendments thereto.

1.16 The term "Pari-mutual" means a betting system in which all persons who bet share in an established prize pool of similar bets.

1.17 The term "Parlay cards" means a form of sports betting in which the player must correctly select the winners in a specified minimum number of events in order to win.

1.18 The term "Progressive Slot Machine" means a Slot Machine with a payoff which increases as the Slot Machine is played.

1.19 The term "Regulations" means the gaming regulations promulgated by the Winnebago Tribe of Nebraska pursuant to the Ordinance and this Compact.

1.20 The term "Revoke" shall mean to permanently void and recall all rights and/or privileges to hold or obtain a license.

1.21 The term "Winnebago Gaming Commission" or "Gaming Commission" or "Commission" means the Commission, established and authorized by the Winnebago Tribe of

Nebraska through the Ordinance, to which the Winnebago Tribal Council has delegated the Winnebago Tribe of Nebraska's sovereign authority to regulate Class III gaming on its Indian lands, or any successor to that Commission.

1.22 The term "Winnebago Tribe" or "Tribe" means the Winnebago Tribe of Nebraska and all governmental persons or entities acting under the authority of the Winnebago Tribe.

1.23 The term "Secretary" means the Secretary of the United States Department of Interior.

1.24 The term "Simulcast" means the closed-circuit television transmission of a horse or dog race at a racetrack to another facility at the same time the race is being conducted.

1.25 The term "Slot Machine" means a mechanical or electronic gaming device into which a player deposits coins or tokens and from which certain numbers or coins are paid out when a particular, random configuration of symbols appears on the reels or screen of the device.

1.26 The term "Sports Betting" means the placing of bets or wagers on the outcome of any athletic event, sporting event or similar contest including, but not limited to, the playing of Parlay Cards.

1.27 The term "Sports Betting Pool" means a game in which numbers are randomly selected by the participants, and winners are determined by whether the numbers selected correspond to numbers relating to an athletic event in the manner prescribed by the rules of the game.

1.28 The term "Suspend" means to cause a temporary interruption of all rights and privileges of a license.

1.29 The term "Tribal Chairman" means the duly appointed Chairman of the Winnebago Tribal Council, the governing body of the Tribe.

1.30 The term "Tribal Member" means a person who is an enrolled member of the Winnebago Tribe of Nebraska.

1.31 The term "Video Game of Chance" means a game of chance played on microprocessor-controlled devices that simulate games commonly referred to as poker, blackjack, craps, hi-lo, keno, roulette, line-up symbols and numbers, pulltabs, or other electronic or electromechanical facsimiles of any game of chance which are activated by the insertion of a coin, token or currency and which award coins, additional plays or a written or displayed statement of the amount of a prize which is redeemable for cash.

2. PERMISSIBLE CLASS III GAMING

2.1 When Permissible. The Winnebago Tribe may engage in Class III Gaming on Indian Lands provided:

(a) Such gaming is conducted in accordance with the requirements of the Act;

(b) Iowa permits such gaming for any purpose by any person, organization or entity; and

(c) Such gaming is conducted in conformance with the terms of this Compact, the Gaming Ordinance, Regulations, other applicable laws and minimum internal control standards.

Any Class III gaming conducted on Indian Lands which does not meet these requirements is unlawful, and not permitted.

2.2 Types. As of the effective date of this Compact, the parties agree that the Tribe may conduct, under the Act and in compliance with the terms of this Compact, the Gaming Ordinance, Regulations, other applicable laws and minimum internal control standards, Class III gaming set forth in Appendix A.

2.3 Additional Class III Games. Whenever the Tribe determines to offer play of any Class III game not specified by name in this Compact, the Tribe will notify the Director of its

intent to offer play of such game. The notice will include a statement of the rules of the game. The Tribe will not commence its operation of such game until at least fifteen (15) days following the date on which the Tribe's notice is received by facsimile or certified U.S. mail by the Director. The Tribe may offer play of such game following the expiration of this fifteen (15) day period unless, prior thereto, the Director has notified the Tribe that Iowa, in good faith, does not agree that the Tribe can offer play of such game because one of the requirements of this Section has not been met. Any such Director's notice shall state in detail the reasons for the Director's position. After receiving such a notice from the Director, the Tribe will not offer play of such game until the Director consents, unless, pursuant to the dispute resolution provisions of this Compact, it has been determined that the Tribe is permitted to offer play of the game.

3. OWNERSHIP OF GAMING

The Tribe shall have sole proprietary interest in all Class III gaming conducted pursuant to the terms of this Compact.

4. CONDUCT AND REGULATION

The Tribe shall conduct all Class III gaming pursuant to the terms of the Act, this Compact, the Gaming Ordinance, Regulations, other applicable laws and minimum internal control standards. The Tribe shall take all reasonably necessary steps to regulate Class III gaming as required by the Act and this Compact, and to enforce the terms of the Act and this Compact, the Gaming Ordinance, Regulations, other applicable laws and minimum internal control standards. Where violations constitute a crime, the Tribe shall request the United States Attorney or other appropriate governmental authority to prosecute those persons or entities having engaged in such violations.

5. AGE RESTRICTIONS

The Tribe and the State recognize that state law expressly limits participation in

authorized gambling activity to persons twenty-one years of age or older. The parties hereby agree that participation in all Class III gaming on Indian lands shall be limited to persons twenty-one years of age or older. The Gaming Commission shall be responsible for promulgating necessary internal controls and gaming regulations necessary to enforce this provision.

6. GAMING COMMISSION

The Tribe has established and will maintain the Winnebago Gaming Commission. The Winnebago Gaming Commission shall be comprised of not less than three (3) and not more than five (5) members. The Winnebago Gaming Commission shall have the duty to exercise the Tribe's concurrent authority to regulate Class III gaming on Indian lands pursuant to the Act, which authority shall be delegated to it by the Winnebago Tribal Council, and set forth in the Gaming Ordinance. Pursuant to this Compact, the parties agree that the minimum duties and powers which the Gaming Commission shall have include the power to:

(a) Propose Regulations governing the conduct of all authorized Class III gaming;

(b) Investigate alleged violations of this Compact, the Gaming Ordinance, Regulations, all other applicable laws and minimum internal control standards, and take or recommend such actions as may be necessary and appropriate to eliminate and correct any violation found to have occurred;

(c) Establish and enforce occupational and other licensing requirements for employees and others engaged in activities connected to the Tribe's Class III gaming; and

(d) Perform such other duties specifically required by this Compact to be performed.

The Commission shall have all powers necessary to perform each of the duties specified in this Compact, the Act, the Gaming Ordinance, Regulations, other applicable laws and minimum internal control standards. This Compact establishes only the minimum duties and powers which the Commission shall have, and does not in any way limit the Commission from performing any other duty or exercising any power necessary to perform that duty, and does not

in any way limit the Tribe from conferring additional allowable duties or powers upon the Commission, nor does it prevent the Commission from exercising the inherent powers of an Indian Tribe's Class III gaming regulatory body under the Act, as necessary to fulfill the purposes of the Act.

Background investigations meeting the requirements of Section 8 of this Compact shall be conducted on members of the Commission. At a minimum, members of the Commission shall meet the requirements for licensure contained in Section 8 of this Compact. The members of the Commission and their immediate families shall not have any financial interest in Class III gaming, other than the financial interest shared equally with all other Tribal Members.

7. MANAGEMENT CONTRACTOR

The Tribe may contract with a Management Contractor to operate the Class III gaming authorized by this Compact, provided that the Management Contract does not contain terms contradicting the terms of this Compact or applicable laws, and provided that the contract has been approved by the Chairman of the National Indian Gaming Commission and has received those regulatory approvals required under the Ordinance, Regulations, and other applicable laws. Every Management Contract shall prohibit the Management Contractor from transferring, subcontracting or assigning any of its rights and duties under the contract or any ownership interest in the Contract, and shall preclude the Management Contractor from obtaining a proprietary interest in the Tribe's Class III gaming.

The Commission shall determine whether a proposed Management Contractor is fit to receive a Tribal gaming license. A Tribal gaming license must be obtained before any Management Contract is entered or any services are performed by a Management Contractor. Prior to issuing a license to a proposed Management Contractor, the Commission shall cause a background investigation to be completed on the proposed Management Contractor which meets

the requirements in the Ordinance, the Act, and Section 8 of this Compact. A background investigation shall be completed on each person or entity having a direct financial interest in, or management responsibility for the Contract and, in the case of a corporation, for each individual who serves on the board of directors, each officer, and each shareholder who directly or indirectly owns five (5) percent or more of the issued and outstanding stock of the corporation.

Management contractor background investigation results shall be submitted by the Commission to the Director within thirty (30) days of completion. The Director may discuss any concerns which he or she has about the proposed Management Contractor with the Commission, and the Commission shall consider these concerns prior to deciding whether the proposed Management Contractor is fit to receive a Tribal gaming license.

This Compact does not prevent the Tribe or the Commission from adopting a broader definition of "Management Contractor" for purposes of Tribal regulatory law.

8. LICENSING

8.1 Licenses, Issuance, Qualifications. The Commission shall have exclusive jurisdiction to establish classes of licenses relevant to the Tribe's Class III gaming. All employees, agents, management contractors or other contractors who have access to cash, tokens or chips, machine components, or other gaming supplies or equipment or who have management responsibilities, security or surveillance responsibilities, or accounting responsibilities, shall have a license issued by the Commission.

The Commission's requirements for licensure shall include, at a minimum, the following limitations:

(a) Applicants must be at least eighteen (18) at the time of their employment.

(b) The Commission may find an applicant ineligible for a license and deny, suspend or revoke the license of any applicant who has been convicted of any of the offenses below, if the Commission determines that the circumstances of the

offense giving rise to the conviction make the applicant's presence a hindrance to the regulation and conduct of gaming, or may reasonably undermine public confidence in the integrity of gaming:

(1) Offenses related to bookkeeping;
(2) Offenses related to gambling;
(3) Offenses related to cheating, misrepresentation, fraud or deception;
(4) Offenses related to use of an alias;
(5) Offenses related to a controlled substance;
(6) Offenses which are felonies under the laws of the jurisdiction in which they were prosecuted.

If a conviction occurred within the last five years, the license shall be denied unless the licensed employment is excepted by regulation for non-gaming positions or services. If conviction occurred more than five (5) years prior to the application date, a license may be issued if the Commission determines that sufficient evidence of rehabilitation exists. The Commission shall temporarily deny a license and shall suspend an existing license, if charges are pending against an applicant which, if resulting in a conviction, would disqualify the applicant from receiving or holding a license.

(c) Applicants must not have been denied a gaming license by the State of Iowa or any other gaming licensing jurisdiction, or currently have a gaming license which has been suspended by the State of Iowa or any other gaming licensing jurisdiction, or have had a gaming license revoked by the State of Iowa, or any other gaming licensing jurisdiction.

(d) Applicants must not be employed in any part-time or full-time employment with a government or private employer in any capacity which would create a conflict of interest between such employment and the interests and objectives of the licensed employment.

(e) Applicants must be of good moral character.

(f) The license shall be nontransferable and shall prohibit the licensee from transferring any rights or duties relating to the license, either directly or indirectly.

(g) Applicants must be trainable or qualified by experience or otherwise to perform the duties required.

(h) Applicants must agree to comply with this Compact, the Gaming Ordinance, Regulations, all applicable laws and minimum internal control standards governing Class III gaming.

8.2 Revocation. The Commission shall revoke an existing license upon the happening of any event which would have made the licensee ineligible for a license if the event had occurred prior to the issuance of a license; except that the Commission shall only be required to suspend a license of any licensee who is unable to perform the duties required of the licensee's position because the licensee is temporarily disabled.

8.3 Background Investigations. Prior to issuing a license, the Commission shall cause a background investigation, in accordance with the Act, the Gaming Ordinance, Regulations, other applicable laws, and the requirements specified in this Section, to be conducted on the applicant to verify the truthfulness of the information provided and to ensure that a person or entity licensed by the Commission is eligible for licensure. However, a temporary license may be issued for up to six (6) months pending completion of the background investigation of any prospective licensees.

At a minimum, a background application shall require the applicant to make a sworn statement containing the following information:

(a) Name;

(b) Date of birth;

(c) Social security number;

(d) Physical description;

(e) The applicant's residence since age eighteen (18);

(f) The applicant's employment history since age eighteen (18);

(g) The applicant's criminal history, including the date, place, details surrounding any arrest or charges, and the disposition of any charges filed;

(h) Whether the applicant has ever held a professional or occupational license issued by any state or Indian Tribe, the jurisdiction in which the license was issued, the type of license, the license number, dates held and the details surrounding the

suspension, revocation, or other disciplinary action based on the license, and if not current, the reason it is not current;

(i) Whether the applicant has ever held a gambling related license issued by any state, Indian Tribe or any other jurisdiction, the jurisdiction in which the license was issued, the type of license, the license number, dates held, the details surrounding any suspension, revocation, or other disciplinary action taken based on the license, and if not current, the reason it is not current;

(j) Whether the applicant has ever had any experience related to any gaming operation, the exact nature of the applicant's role in the operation, the name and address of all immediate supervisors or parties to any gaming related agreement, the place any such agreement was performed, and the dates covered by the agreement, or when services or products were provided;

(k) A complete financial statement of the applicant;

(l) Whether the applicant has ever been an investor in any gaming operation, the exact dates and nature of the investment, the name and address of all other investors holding an interest of five (5) percent or more in the gaming operation, and the name and address of the gaming operation;

(m) The applicant's agreement to provide any additional information as may be required by the Commission.

In addition to the sworn statement, the applicant shall be required to submit two (2) sets of fingerprints to the Commission on forms of the type commonly used by the Federal Bureau of Investigation and to provide a current photograph with the application.

8.4 Background investigations may be conducted by the Federal Bureau of Investigation, by the DCI or by another appropriate investigative entity deemed qualified by the Commission. If background investigations are conducted by an investigative entity other than the DCI or the FBI, the Commission shall inform the Director, on request, of the name of the investigative entity used by the Commission. If the DCI performs background investigations, the investigations shall be performed and reported to the Commission pursuant to terms mutually acceptable to the Commission and the DCI. This provision shall not be construed as requiring

the Commission to use the DCI to perform all background investigations, nor as requiring the DCI to perform all background investigations requested by the Commission.

8.5 This Compact does not restrict the Commission's authority to require individuals and entities beyond those specified in this Compact to apply for or obtain Tribal Gaming Licenses, and does not prevent the Commission from creating multiple or additional classes of licenses, nor does it prohibit the Commission from establishing reduced standards for background investigations for those individuals and entities not specified in subsection 8.1.

8.6 Nothing in this Compact shall be deemed to create, and nothing does create, a property or other interest in a gaming license, and, unless deemed otherwise by Tribal law or regulation, a license issued by the Commission shall be considered a revocable privilege, and whether an applicant or licensee has a property right in any Tribal license is solely a matter of Tribal law.

9. MINIMUM STANDARDS FOR DEVICES

9.1 Prior to the installation and use of a Gambling Device, the Tribe shall inspect, test and consider the Gambling Device for its approval. The Tribe shall not approve a Gambling Device unless the tests conducted indicate that such Gambling Device meets the minimum standards set forth in Appendix "B" of this Compact (as amended from time to time by mutual agreement of the parties pursuant to Section 19 of this Compact), or unless an identical Gambling Device is currently approved for use by the Iowa Racing and Gaming Commission. If an identical Gambling Device is currently approved for use by the Iowa Racing and Gaming Commission, the Tribe may waive the inspection and testing requirements for such Gambling Device.

In the event a particular Gambling Device has not been approved by the Iowa Racing and Gaming Commission, but has been approved by a gaming regulatory body of the state of

Minnesota, Nevada, South Dakota or New Jersey, and the test results from such jurisdiction show that the Gambling Device meets the standards set forth in Appendix "B", then the Gambling Device may be authorized for use by the Tribe, provided that a copy of the test result indicating that the device complies with Appendix "B" is obtained and forwarded to the Tribe, and that the manufacturer of the Gambling Device certifies to the Tribe and the Director that each Gambling Device to be shipped complies in all respects with the standards in Appendix "B". The Director and the Tribe shall agree upon the identity of the gaming test laboratories which can be utilized under this Section.

9.2 The technical standards set forth in Appendix "B" shall govern the operation of Gambling Devices, unless amended pursuant to Section 19 of this Compact or pursuant to the procedures set forth in this section. For purposes of this section, amendments to Appendix "B" may be made by mutual written agreement of the Tribal Council Chairman and the Director. Neither party shall unreasonably withhold consent from a proposed technical amendment, and any Tribal request for a technical amendment shall be granted, provided it is consistent with the purposes of this Compact and the Act, and conforms to the requirements of Section 19 herein.

10. SECURITY AND SURVEILLANCE

The Tribe agrees to maintain security and surveillance procedures including, at a minimum, the employment of an adequate security force sufficient to protect the health, safety, and welfare of employees and patrons, and the installation, maintenance and operation of security and surveillance equipment at least meeting the standards described in Appendix "C". The possession of firearms shall be prohibited at all times within the gambling area and adjacent facilities, except for certified peace officers on duty. On request of the Director, the Tribe shall also provide evidence of the continued availability of certified peace officers with arrest powers through the Woodbury County Sheriff or other law enforcement agency.

11. ACCOUNTING AND CASH CONTROL

The parties agree that the NIGC's Minimum Internal Control Standards provide an adequate cash management and control system, and the Tribe agrees to comply with the NIGC's Minimum Internal Control Standards and any amendments thereto.

12. AUDITS, INSPECTIONS, FACILITY & RECORDS ACCESS

12.1 Audit Standards. All audits performed pursuant to this section shall conform to generally accepted audit standards for casinos engaged in Class III gaming as established by the American Institute of Certified Public Accountants and shall be performed in conformance with acceptable standards of practice governing accountants, including applicable state licensure standards. The audits performed under this section shall be sufficient to ensure the integrity of the Class III gaming conducted under this Compact and shall ensure that the Tribe has sole proprietary interest in the Class III gaming conducted under this Compact. In addition, the audit shall be sufficient to ensure that such gaming complies with the requirements of this Compact, Gaming Ordinance, Regulations, other applicable laws, and minimum internal control standards governing the Class III gaming conducted pursuant to this Compact.

12.2 Selection of Accountant and Accounting Firm. The auditor selected for any audit covered by this Compact shall be a certified public accountant who is a member of a certified public accounting firm. The auditor and the firm selected shall not have been subject to disciplinary action by any regulatory or licensing body and shall be in good standing under the laws of the state in which the accounting firm is chartered or domiciled. No auditor or firm, which has been found guilty of criminal conduct, shall be eligible to perform an audit specified by this Compact. In addition, the auditor and the firm selected shall not have been the subject of an investigation by the American Institute of Certified Public Accountants or tribal, state or federal regulatory authority which revealed that either the auditor or the firm has engaged in

conduct which constitutes a material deviation from compliance with generally accepted auditing practices.

12.3 Notification of Selection. Prior to employing a certified public accountant, the Tribe shall notify the Director of the identity and qualifications of the certified public accountant. Unless there is an objection from the Director within fifteen (15) days following the Director's receipt of the Tribe's notice, the Tribe may employ the certified public accountant. The Director shall inform the Tribe of the basis for any objection to the Tribe employing a particular certified public accountant. The Tribe agrees not to employ any certified public accountant whose qualifications are legitimately disputed by the Director. If, after approval, the Director subsequently determines that the accountant or firm does not meet the standards set forth in this section, the Director shall inform the Tribe of the subsequently acquired objection, including the basis for such objection, and, if the Director provides a legitimate basis for disputing the qualifications of the accountant, the Tribe shall secure the services of an accountant and firm which meets the standards of this section.

12.4 Fiscal Year Audit. The Tribe shall cause an independent certified public accountant to audit the books, records, gaming cash procedures and equipment of all Class III gaming at least once in each fiscal year (e.g., September 30 through October 1). The audit is to be performed in accordance with the standards set forth above, as well as in accordance with the audit scope and standards specified herein.

Within sixty (60) days of completion of the fiscal year audit, the Tribe shall provide the Director with a copy of the audit. The Tribe shall permit the State to consult with the auditors before and after the audit and shall permit the State to submit written comments for improvements in the audit. The Tribe shall, within sixty (60) days, respond to such written comments. The Tribe's response shall notify the State of acceptance of the comments and

corresponding modifications to the audit procedures, or rejection of the comments with accompanying alternatives the Tribe believes would better address the State's concern. State of Iowa comments, which affect the integrity of Class III gaming, shall be considered by the Tribe and shall be implemented as appropriate.

12.5 Special Purpose Audits and Inspections. In addition to the fiscal year audit set forth above, the State of Iowa may request other audits and inspections as may be necessary to ensure that Class III gaming is conducted in compliance with the provisions of this Compact, Gaming Ordinance, Regulations, other applicable laws, and minimum internal control standards.

12.5.1 Audits for Alleged Criminal Activity. In the event that Iowa has probable cause to believe that an audit or inspection will provide evidence of criminal activity related to the conduct of the Tribe's Class III gaming, the Director may notify the Tribe and request that the Commission obtain an audit specifically pertinent to the alleged criminal activity. For purposes of this section "probable cause" shall mean a reasonable ground to suspect that a person or persons has/have committed or is/are committing a crime, or that a place contains specific items connected with a crime. Any audit performed by the Tribe shall not be construed as limiting any law enforcement activities of entities with appropriate jurisdiction.

The audit to be performed pursuant to this subsection shall be conducted in conformance with the requirements of this section and shall include examination of all pertinent records, books, equipment and procedures of the Tribe's Class III gaming that are or may be relevant to the allegations and shall be performed within a reasonable period of time. Upon receipt of the notification from the Director, the Commission shall request the audit and shall provide written response to the Director. Within thirty (30) days of the completion of the audit, the Commission shall provide the Director with a copy of the audit. In addition, upon request, the Tribe shall provide all audit material necessary to explain an identified part of the audit report. Any audit

conducted by the Tribe pursuant to this subsection shall not be construed as limiting any law enforcement activities of entities with appropriate jurisdiction.

12.5.2 Other Inspections Concerning Compliance. The parties recognize that the State of Iowa may request other types of inspections for purposes of assuring the integrity and security of all Class III gaming and compliance with the terms of this Compact, Gaming Ordinance, Regulations, other applicable laws, and minimum internal control standards related to Class III gaming. Upon written notice by the Director and upon at least twenty-four (24) hours advance notice to the Commission, authorities of the State of Iowa may enter upon the premises of the Class III gaming operation at any time during ordinary business hours for the purpose of conducting routine facility inspections, as may be necessary to determine compliance with this Compact, Gaming Ordinance, Regulations, other applicable laws, and minimum internal control standards related to Class III gaming.

Members of the Commission shall not communicate to any person other than the Tribal Chairman, Iowa's intent to conduct a routine inspection of the Class III gaming operation. Upon the reasonable request of Iowa, the Tribe and the Commission shall provide Iowa access to all areas of the Class III gaming operation, all areas where Class III gaming equipment is stored, and all records and equipment related to Class III gaming, and shall ensure that all licensees and employees make their records and facilities available to Iowa. The Commission and its employees shall cooperate fully with the State. Upon reasonable request of the State, the Tribe and the Commission will make available a suitable office in which the State may review records.

In the event the State provides the Tribe with a written statement explaining a purpose directly related to ensuring compliance with this Compact, Gaming Ordinance, Regulations, other applicable laws, and minimum internal control standards, and makes a reasonable request for permission to copy and remove from the premises and retain copies of the materials and

documents related to such purpose, the Tribe and Commission, after taking a complete inventory, will make available the material and documents requested.

State of Iowa personnel may be accompanied by members of the Commission, or its designee, at all times during completion of any inspection performed under this section, but shall not impede the inspection.

12.5.3 Inspections Concerning Material Violations. In the event that the State provides the Tribe with a written statement asserting a continuing material violation of this Compact, Gaming Ordinance, Regulations, other applicable laws, and minimum internal control standards which is not being addressed by the Commission, and which demonstrates a purpose directly related to ensuring compliance with this Compact, Gaming Ordinance, Regulations, other applicable laws, and minimum internal control standards and makes a reasonable request for permission to copy, remove from the premises and retain copies of materials and documents related to such purpose, the Tribe shall provide Iowa access to those areas of its Class III gaming operation and its Class III gaming records related to the stated purpose for which the inspection is requested, and, where Iowa makes a reasonable request in writing under this Compact for permission to copy and remove from the premises and retain copies of materials and documents related to such purpose, the Tribe, after taking a complete inventory, will make available the material and documents requested.

12.5.4 Availability of Records. To the extent any person, licensee or entity is subject to the Commission's jurisdiction, the Commission shall ensure that such persons, licensees or entities engaged in Class III gaming related activity make their records and facilities available to Iowa, and shall ensure that the information requested by Iowa is provided by all persons, licensees and entities possessing the requested information. Upon reasonable request of the

State, the Tribe and the Commission will make available a suitable office in which to view the records and other information.

12.6 Resolution of Patron Complaints. The Tribe shall establish a process for investigating, reviewing and resolving complaints involving Class III gaming. The process shall include procedures for notifying the Commission of the complaint, investigation by the Commission or its designee, and a final decision by the Commission or its designee regarding the complaint within thirty (30) calendar days of receiving notice, unless the complainant agrees to extend the time for investigation. The process shall include procedures for reconsideration, appeal, and/or review in accordance with the laws of the Tribe applicable to administrative proceedings. If the Director receives a complaint, the Director shall refer the complainant to the Commission, which will follow the process described herein. For those complaints referred by the Director, the Commission shall provide a copy of its final decision to the Director within fifteen (15) days of its issuance. The final decision will be in conformance with this Compact, Gaming Ordinance, Regulations, and other applicable laws.

12.7 Records Retention. The Tribe shall ensure that all books and records relating to Class III gaming, including the records of any Management Contractor, Consultant, and the Tribe's gaming operation, are separately maintained in order to facilitate auditing of these books and records to ensure compliance with this Compact, Gaming Ordinance, Regulations, other applicable laws, and minimum internal control standards during the pendency of any litigation arising from this Compact and for at least seven years from the date of the record. All records shall be retained pursuant to generally accepted accounting principles and suitable for audit pursuant to the standards of the American Institute of Certified Public Accountants.

Throughout the term of this Compact and during the pendency of any litigation arising from this Compact, and for one (1) year following the termination of this Compact, the Tribe

shall ensure that all books and records relating to Class III gaming, including the records of any Management Contractor, Consultant, and the Tribe's gaming operation are separately maintained. The records shall be maintained in a manner which shall facilitate auditing of these books and records. The records shall also be maintained so as to permit access at any time during ordinary business hours for purposes of conducting routine inspections of the Class III gaming operation.

13. OPERATING PROCEDURES AND GAME RULES

All Class III gaming shall be conducted and played in conformance with this Compact, the Act, Gaming Ordinance, Regulations, all applicable laws and minimum internal control standards. Prior to making any Class III gaming available to the public, the Commission shall approve all game rules, forward them to the Director within thirty (30) days of such approval, and make a written copy of the rules available to the gaming public upon request.

14. DOCUMENTS PROVIDED BY THE TRIBE

Within a reasonable time following a written request, which shall include a statement providing a purpose directly related to ensuring compliance with this Compact, Gaming Ordinance, Regulations, other applicable laws, and minimum internal control standards, and that identifies with specificity information pertinent to such stated purpose, the Tribe shall provide the Director with the requested information. The Tribe shall provide the Director with a copy of its current Gaming Ordinance, Regulations, and minimum internal control standards, and all subsequent amendments and resolutions to each within sixty (60) days of the enactment of the same. All books, records, documents, materials, and things provided by the Tribe under this Compact shall be deemed to come within the scope of Covenant of Confidentiality contained herein, and shall be deemed non-public. Nothing in this Compact shall preclude the Tribe and the State, its Division of Criminal Investigation, the Iowa Racing and Gaming Commission, and

other law enforcement or gaming regulatory agencies, from exchanging information on gaming activities and licensees of gaming operations, where such exchange of information is mutually beneficial and agreed to by each party.

15. COVENANT OF CONFIDENTIALITY

15.1 This Compact permits the State of Iowa certain specified ability to access, review, take notes regarding, and/or receive copies of Tribal records relevant to Class III gaming conducted pursuant to this Compact. In exchange for the Tribe granting the State this ability, and consistent with the requirements imposed by Iowa Code chapter 10A (2003), the State agrees that, except as allowed by the exceptions specified below, Iowa shall forever maintain in confidence and shall not disclose to any third party any financial information, audit information, Commission regulatory reports, machine test results, proprietary ideas, plans, methods, data, developments, inventions or other proprietary information which is provided to the State by the Tribe or otherwise acquired by the State through its access to Tribal records. In addition, all records, and copies thereof, shall remain the property of the Tribe irrespective of their location.

Nothing contained in this Section shall be construed to prohibit:

(a) The publication of generalized gaming statistics, provided that there is no direct or indirect identification that the statistics relate to the gaming operation of the Tribe;

(b) Iowa from making known the names of persons, firms or corporations conducting Class III gaming pursuant to the terms of this Compact, locations at which such activities are conducted, or the dates on which such activities are conducted;

(c) Publishing the terms of this Compact, Gaming Ordinance, Regulations, Amendments and Resolutions;

(d) Disclosing to a law enforcement or regulatory agency of the United States government or another state, or to any subdivision of the State of Iowa, including counties, information necessary to audit, investigate or prosecute violations of this Compact, Gaming Ordinance, Regulations, and other applicable laws;

(e) Any information necessary to defend suits by the Tribe against the State or suits by the State against the Tribe;

(f) Complying with any law, subpoena or court order;

(g) Disclosing audit or test results, provided that disclosure would not compromise the security of the gaming operation or reveal proprietary information, and provided further, that disclosure is limited to circumstances where the audit or test results demonstrate detriment to the public. Whenever audit or test results demonstrate detriment to the public, disclosure, if any, will not occur until at least thirty (30) days following the date on which the State has notified the Tribe of its intent to disclose. Such notice will identify those aspects of the audit or test results considered by the State to demonstrate detriment to the public. If, by the close of such thirty (30) day period, the Tribe has corrected or taken substantial steps to correct audit or test result matters considered by the State to demonstrate detriment to the public, no disclosure shall be made; or

(h) Providing to a patron who has made a complaint to the Director information received by the Director from the Commission in response to that patron complaint.

15.2 Through this Compact, the State represents and warrants that it has authority to, and hereby does, covenant and promise the Tribe that all records and information described herein which the Tribe provides under this Compact or which the State otherwise acquires through its access to Tribal records as permitted under this Compact are exempt from disclosure to the public under Iowa law, and shall remain exempt from disclosure, except as provided above. The State further acknowledges and agrees that the State's promise to maintain the records and documents described herein as confidential, non-public documents exempt from disclosure is material to the Tribe's agreement to State access to certain Tribal books, records, documents and things, and said covenant of confidentiality is a material term of this Compact.

Confidentiality is guaranteed in Iowa Code section 10A.105(3) (2003). Should this Section be amended or altered to negate the confidentiality provided herein, the parties agree that this provision of the Compact shall be renegotiated in order to accomplish the purpose of

protecting the Tribe's records, documents, and information derived from such records and documents from disclosure. The State of Iowa also agrees that if Iowa Code section 10A.105(3) (2003) is amended during the duration of this Compact, the State of Iowa shall return to the Tribe copies of books, records, documents and things covered by this covenant of confidentiality not needed to be retained by the State for a legitimate purpose related to this Compact.

16. NO CREDIT EXTENDED

Class III gaming shall be operated for cash only and no credit may be extended to any patron. However, the Tribe may offer check cashing and credit card transactions, including cash advances, as permitted by the Iowa Racing and Gaming Commission Administrative Rules and Iowa Law. This provision shall not be construed as allowing Credit to be offered by the Tribe or any Management Contractor or any other person or entity other than through a bona fide credit card company whose services are offered to other businesses in the state of Iowa. Personal checks accepted by the Tribe must be deposited into a financial institution promptly in accordance with sound business practices.

17. JURISDICTION

The Tribe shall exercise civil and criminal jurisdiction consistent with its inherent sovereign authority as defined by federal law, as delegated by Congress, or as otherwise exists at law and as a consequence of its sovereign status. Nothing in this Compact is intended to change, revise, or modify civil and criminal jurisdiction of the Tribe or of the State. Nothing contained herein shall be deemed to modify or limit existing federal jurisdiction over Tribal members and the Class III gaming activities permitted under this Compact.

The State's jurisdiction over gaming activities and individuals involved therewith is limited only by applicable Federal or State law and shall not be construed as limited in any manner by this Compact. Nothing in this Compact limits the State's criminal law jurisdiction

with respect to non-Tribal members and actions arising out of Class III gaming activities. Nothing within this Compact shall be construed to affect the civil or criminal jurisdiction of the State under Public Law #83-280.

The provisions of this Compact regarding jurisdiction are solely for purposes of this Compact and shall not constitute a precedent for any other purpose.

18. TAXES

Nothing in this Compact shall be construed as imposing any tax on any Class III Gaming activity. In addition, nothing in this Compact shall be construed as expanding or diminishing Iowa's authority, if any, to impose any tax on the Tribe or any person or entity other than the Tribe authorized by the Tribe to engage in authorized Class III Gaming on Indian Lands or on any Class III Gaming activity. Nothing in the Compact shall prohibit the taxation of income derived by a patron on gaming activity.

19. AMENDMENTS AND WAIVERS

The terms and conditions of this Compact shall not be modified, amended or otherwise altered except by written agreement of the parties. Any written waiver of any provision or requirement of this Compact signed by the party waiving the provision and any modification or amendment of any provision of this Compact or any Appendix to this Compact that is agreed upon by the parties in writing shall take effect immediately upon the date such waiver, modification or amendment is approved by the Secretary. The Director may waive any provisions or requirements of this Compact which are imposed by Iowa on the Tribe by providing the Tribe with written notice of the waiver. Any waiver provided by the Director shall not constitute a waiver of any future deviation from the terms of this Compact unless the waiver specifically addresses future deviations. The Tribe may waive any provision or requirement of this Compact imposed on Iowa in a similar manner and with similar effect.

The Tribe and Iowa may amend or add mutually-agreed upon appendices to this Compact setting forth operational standards, specifications and regulations governing Class III gaming. In addition, the Tribe and Iowa may amend the technical standards of Section 8 (Licensing) and Section 2 (Gaming Devices). A change in or the addition of an appendix or an amendment to the technical standards in the foregoing Sections of the Compact shall not be considered an amendment to the compact and shall not require the approval of the Secretary of the Interior.

20. BINDING DISPUTE RESOLUTION FOR NON-MATERIAL BREACH

In the event that either the Tribe or the State believes the other party has engaged in a non-material breach of this Compact, the party asserting a non-material breach shall notify the other party in writing of the basis for such assertion. The written notice of the non-material breach required by this section shall detail the substantive basis for the assertion. The parties shall meet and confer within fifteen (15) days after delivery of the notice of the non-material breach and shall attempt to resolve the dispute informally.

If the dispute is not resolved between the parties within fifteen (15) days after the initial meeting, or if no meeting has been held within fifteen (15) days, the party asserting the non-material breach may notify the other party in writing of its demand that the complained of breach be halted or remedied, as is appropriate to the nature of the asserted breach. Within ten (10) days after delivery of such notice, the party to whom the demand is made shall either agree to the demand or reject it.

If the party upon whom the demand is made either rejects the demand or fails to respond within ten (10) days after delivery of the notice, either party may request the other to participate in binding arbitration for resolution of the dispute.

The parties shall attempt to agree upon one arbitrator with expertise in the subject matter of the dispute. If the parties are unable to agree on an arbitrator, each party shall, within ten (10) days after impasse, select an arbitrator and the two arbitrators so selected shall pick a third arbitrator who has expertise in the subject area and who shall be solely responsible for conducting the binding arbitration.

The arbitrator so selected shall confer with the parties immediately after appointment to determine an arbitration schedule. The arbitrator shall issue a scheduling order for arbitration. The order may include whether, and the extent to which, discovery is required. The arbitrator shall set the matter for evidentiary hearing or may dispose of the dispute upon written submissions only.

The arbitrator shall have access to any information necessary to make a decision, whether in the possession of the Tribe or the State, and shall maintain all information in confidence.

The arbitrator shall consider each issue presented by the parties and select one of the two positions asserted. Thereafter, the arbitrator shall determine, by weighing all issues, the prevailing party. The non-prevailing party shall be responsible for paying the costs of arbitration, except that each party shall be responsible for their own attorney fees.

21. REMEDIES FOR MATERIAL BREACH

Breach by the Tribe. In the event of a material breach by the Tribe, and as an alternative to the dispute resolution provision found in Section 20, the State may notify the Tribe in writing that it will terminate the Compact within thirty (30) days after receipt of such notice. If, within thirty (30) days after receipt of the notice, the Tribe agrees in writing to correct the breach, and does in fact correct the breach, the State shall not terminate the Compact. If the breach is not corrected, or if the conduct has resumed, the State may, at its discretion, terminate the Compact.

Breach by the State. In the event of material breach by the State, and as an alternative to the dispute resolution provision found in Section 20, the Tribe may notify the State in writing that it will terminate the Compact within thirty (30) days after receipt of such notice. If, within thirty (30) days after receipt of the notice, the State agrees in writing to correct the breach, and does in fact correct the breach, the Tribe shall not terminate the Compact. If the breach is not corrected, or if the conduct has resumed, the Tribe may, at its discretion, terminate the Compact.

Other Available Remedies. Nothing in this Section shall be construed to waive, limit or restrict any remedy, including judicial review, that is otherwise available to either party to enforce the provisions of this Compact or limit or restrict the ability of the parties to pursue. By mutual agreement, alternative methods of dispute resolution as provided by Section 20 can be initiated. Nothing within this Compact shall be construed to limit the authority of the State or federal government to take immediate action to enforce and prosecute laws of the State and the United States.

Both parties expressly waive their Sovereign Immunity for purposes of this section only. The parties hereby waive any defense of Sovereign Immunity and immunity under the Eleventh Amendment of the United States Constitution for purposes of this section only. Such waiver is expressly limited to actions for declaratory or injunctive relief, and shall not include waiver of sovereign immunity as to claims for money damages.

22. EXTENSION OF OBLIGATIONS

The expiration or termination of this Compact shall not relieve either Iowa or the Tribe of any obligation which arose under this Compact during the period in which it was in effect.

23. SEVERABILITY

If any part of this Compact is finally found to be in violation of any applicable law by a court of competent jurisdiction, the illegal portion shall be severed from this Compact, if

possible, and the remainder shall remain valid and enforceable, provided that continuation of the Compact does not alter the fundamental intent of the parties.

24. THIRD-PARTY BENEFICIARIES

This Compact is not intended to create any third-party beneficiaries and is entered into solely for the benefit of the Tribe and Iowa.

25. PROVIDING COMPACTS

In the event that another Indian Tribe executes a compact with Iowa for the conduct of Class III Gaming, Iowa shall provide a copy thereof to the Tribe within five (5) days following execution by both the other Tribe and Iowa.

26. NOTICES

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

If to Iowa:

State of Iowa
Department of Inspections and Appeals
Attn: Director
Lucas State Office Building
Des Moines, Iowa 50319
Fax No. (515) 242-6863

If to the Tribe:

Winnebago Tribe of Nebraska
Attn: Tribal Chairman
P.O. Box 687
Winnebago, NE 68071
Fax: (402) 878-2963

If to the Winnebago Gaming Commission: Winnebago Gaming Commission
Attn: Chairman
P.O. Box 401
Sloan, Iowa 51055
Fax: (712) 428-7303

All notices, payments, requests, reports, information or demands so given shall be deemed effective upon receipt, or upon the expiration of the fifth day following the date of mailing, whichever occurs first.

27. CALCULATION OF TIME

In computing any period of time prescribed or allowed by this Compact or any laws, rules or regulations of the Tribe, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless the last day is a Saturday, Sunday or a legal holiday under Tribal law, Iowa law or federal law. If the act to be done is the filing of or providing access to any report or document, and the last day of the period falls on a day in which the weather or other conditions have made the office in which the report or document is to be filed inaccessible, the designated period shall extend until the end of the next day on which the office is accessible which is not a Saturday, Sunday or legal holiday under Tribal law, Iowa law or federal law. When the period of time prescribed or allowed is less than eleven (11) days, intermediate Saturdays, Sundays and legal holidays under Tribal law, Iowa law or federal law shall be excluded from the computation period.

28. COUNTERPARTS

This Compact may be executed by the parties in any number of separate counterparts with the same effect as if the signatures were upon the same instrument. All such counterparts shall together constitute one and the same document.

29. ASSIGNMENT OF COMPACT

Neither Iowa nor the Tribe may assign any of its respective rights, title or interest in this Compact, nor may Iowa or the Tribe delegate any of their respective obligations and duties, except as expressly provided herein. Any attempt at assignment or delegation in contravention of the foregoing shall be null and void. The Tribe may, without violating this Section, delegate its regulatory responsibilities to an agency of the Tribe, enter into a Management Contract, or enter into a cross-deputization, mutual assistance or other similar agreement with a law enforcement agency of the United States or Iowa. Nothing in this section shall be construed to authorize the Department to delegate its statutory authority to regulate Class III gaming. Iowa may, without violating this Section, delegate responsibilities to any subdivision of the State of Iowa, to any county authorities in the State of Iowa or enter into a cross-deputization agreement with a law enforcement agency of the United States.

30. GOVERNING LAW

This Compact is, in all respects, to be governed by the laws of the United States of America. In the event the governing law of the United States looks to the law of a particular state for its content, the law applicable in this instance shall be that of the State of Iowa.

31. RENEGOTIATION

Renegotiations of the provisions of this Compact as contemplated in Section 41 shall be conducted in good faith pursuant to the terms of this Compact and the terms of the Act, as though the renegotiation were a request to negotiate a Compact. The Tribe and Iowa shall both execute their obligations pursuant to this Compact reasonably and in good faith.

32. RIGHTS AVAILABLE UNDER THE ACT

Nothing in this Compact shall be construed to alter or limit the rights or remedies available to the parties under the Act.

33. STATE REGULATORY ASSESSMENT COSTS

33.1 Pursuant to Iowa Code section 10A.104(10) and 25 U.S.C. section 2710(d)(3)(C), the Tribe shall remit $40,000 to the Department no later than January 1, 2005 as an assessment to defray the actual costs of the Director's regulation of the Tribe's Class III gaming. Thereafter, the Tribe shall remit annually during the entire term of this Compact, an assessment in the amount of $40,000, increased each year (compounded from the initial payment of $40,000) by a percentage equal to the percentage change in the Consumer Price Index as reported by the Bureau of Labor Statistics for the previous twelve (12) months. The amount of the payments established under this Subsection shall be the maximum amount that the Tribe must pay to the Department as an assessment to defray the actual costs of the Director's regulation of the Tribe's Class III gaming.

No later than January 30, 2006, and annually thereafter during the entire term of this Compact, the Department shall submit to the Tribe an explanation, subject to the confidentiality provisions of this Compact, which details the regulatory activities and the associated expense of the Department for which the fee set forth in this Subsection is assessed. Amounts not expended annually shall be reimbursed to the Tribe.

33.2 The Tribe shall establish an escrow account at an off Indian Lands bank of its choosing with an initial contribution of $25,000 for the first year of this Compact paid in quarterly installments, the first installment of which will be deposited within twenty (20) days of notice of approval by the Secretary. This escrow account is to reimburse State entities other than the Department for actual expenses incurred in performing regulatory activities under this Compact and as permitted by the Act. The escrow account shall be established as specified, and is funded to defray the actual costs of State regulatory activities that are in addition to the activities of the Department identified in Subsection 33.1 above. The regulatory activities

contemplated by this Subsection include only those activities directly attributable to the regulation of the Tribe's Class III gaming allowed by the Act. By way of example, they include, but are not limited to, regulatory activities of the Office of the Attorney General and the Department of Public Safety.

The Tribe shall replenish the escrow account, but need only do so as necessary to fund actual, allowable costs, and agrees that the balance in the account will never become a negative balance. Beginning the second year of the Compact and annually thereafter, the Tribe shall contribute quarterly to the escrow account an amount equal to one quarter of the previous year's actual assessments paid under this Subsection, rounded up to the nearest thousand dollar mark, but increased each year by a percentage equal to the percentage change in the Consumer Price Index as reported by the Bureau of Labor Statistics for the previous twelve (12) months. Any funds not expended remain the property of the Tribe. The amount of the annual payment established under this Subsection is capped at $50,000 and shall never exceed this amount unless the parties renegotiate this Subsection as a result of a good faith request by the Department based upon actual, allowable costs exceeding $50,000.

A State entity shall invoice the Tribe only for reasonable, necessary and actual costs related to its regulatory activities under this Compact and allowed by the Act. The State entity shall send its invoices to the Department for review under the guidelines set forth in this Subsection. After this review, the Department shall submit all allowable invoices to the Tribe, and the Tribe shall pay all invoiced amounts to the State entity through the Department from the escrow account within thirty (30) days of submission, except for any amounts legitimately and necessarily disputed by the Tribe within thirty (30) days as provided herein.

If the Tribe disputes the amount of any invoice submitted under this Subsection, the Tribe shall, within thirty (30) days of submission of the invoice, notify the Department and the State

entity of the exact amount it disputes and the reason(s) for its disagreement with the amount invoiced. If the State entity, the Department and the Tribe have not resolved the dispute within twenty (20) days of being notified by the Tribe, the State entity, the Department and the Tribe shall submit the dispute to binding arbitration, the cost of which shall be paid by the losing party, except attorney fees, which remain the responsibility of the respective parties.

If the dispute is submitted to binding arbitration, the parties shall attempt to agree upon one arbitrator with expertise in either Indian gaming or the subject matter of the dispute. If the parties are unable to agree on an arbitrator, each party shall, within ten (10) days after impasse, select an arbitrator and the two arbitrators so selected shall pick a third arbitrator who has expertise in the subject area and who shall be solely responsible for conducting the binding arbitration.

The arbitrator so selected shall confer with the parties immediately after appointment to determine an arbitration schedule. The arbitrator shall issue a scheduling order for arbitration. The arbitrator shall set the matter for evidentiary hearing or may dispose of the dispute upon written submissions only.

The arbitrator shall have access to any information necessary to make a decision, whether in the possession of the Tribe, the State entity, or the Department, and shall maintain all information in confidence.

The arbitrator shall consider each issue presented by the parties and select one of the two positions asserted. For purposes of this Subsection, the Department is an interested party.

34. LOCAL GOVERNMENT OPERATIONS AND CHARITABLE DONATIONS

34.1 Local Government Operations. Pursuant to 25 U.S.C. sections 2710(b)(2)(B) and 2710(d)(3)(C), within thirty (30) days of receipt by the Tribe of a request from a local unit of government of Cherokee County, Crawford county, Ida County, Monona County, Plymouth

County and Woodbury County, the Tribe shall in good faith commence negotiations and shall endeavor in good faith to reach agreement for payment of actual costs to help fund operations of local government agencies impacted by the Tribe's Class III gaming permitted under this Compact and as permitted by the Act. If requested by the Department, the Tribe shall provide a report on all such agreements and payments made, within thirty (30) days of the request.

34.2 Charitable Donations. The Winnebago Tribe understands the importance of contributing to charitable organizations and causes in the region for various purposes such as education, health, public safety, the arts, the environment, cultural activities, historic preservation, and others. The Tribe has historically been a major contributor to charitable causes and is committed to continuing that practice as business allows. Accordingly, and pursuant to 25 U.S.C. sections 2710(b)(2)(B) and 2710(d)(3)(C), the Tribe agrees to appropriate and donate a minimum of $200,000 each year of this Compact from gaming revenue for charitable purposes. The Tribe shall provide a report to the State of Iowa detailing its charitable contributions each year. Such report shall be submitted no later than December 31, 2005, and annually thereafter during the entire term of this Compact.

Should the Tribe's casino revenues decline significantly due to increased gaming competition in the State or other unforeseen circumstances during the term of this Compact, such that the minimum charitable contribution amount becomes an economic burden to the Tribe, the Tribe reserves the right to decrease its charitable contributions accordingly.

35. GAMBLING ADDICTION PROGRAMS

No later than January 1, 2005, and thereafter annually during the entire term of this Compact, the Tribe shall pay to the Department, as a part of the $200,000 specified in Subsection 34.2 above if the Tribe elects to offset from this amount, an annual assessment in the amount of $25,000 increased each year (compounded from the initial payment of $25,000) by a percentage

equal to the percentage change in the Consumer Price Index as reported by the Bureau of Labor Statistics for the previous twelve (12) months. This assessment is based upon a percentage of the actual costs expended for gambling addiction treatment for persons residing in the counties set forth in Section 34 of this Compact. If any new State licensed casino opens in any county set forth in Section 34 of this Compact, the parties agree to renegotiate this Section in good faith.

36. COMITY AND COURT ORDERED OBLIGATIONS

The State has enacted Iowa Code chapters 252A, 252B, 252C, 252D, 252K, 252E, 252F, 252H and 422 establishing systems for the fulfillment of child support and tax obligations. The parties agree that court or administratively ordered child support and tax obligations based upon relevant provisions of state law shall be honored by the Tribe as a matter of comity between Sovereigns.

As a matter of comity between Sovereigns, the Tribe shall timely honor all court or administratively ordered child support and tax obligations affecting any person employed by the Tribe in Class III gaming in any capacity and licensed by the Commission. Orders for child support and tax obligations shall first be presented to the Commission. The Commission shall be responsible for ensuring that all such orders are given full force and effect, including the implementation of wage withholding for affected employees. Such orders shall be implemented within thirty (30) days of presentation to the Commission.

37. CONDITION OF LICENSE

Iowa has enacted Iowa Code chapter 252J which permits the denial, suspension or revocation of a license issued by the State for failure to comply with child support obligations. Similarly, the Tribe may require that the issuance and retention of its licenses pursuant to Section 8 herein be conditioned upon satisfaction of child support obligations.

38. PUBLIC HEALTH AND SAFETY

The Tribe shall comply with standards governing health and safety, which shall apply to all Class III gaming facilities. Such standards shall be as defined in the laws of the Tribe, which shall be no less stringent than the standards established by the International codes covering the following:

(1) The International Building Code;
(2) The International Mechanical Code;
(3) The International Plumbing Code; and
(4) The International Fire Code.

All Class III gaming facilities shall also comply with the laws of the Tribe governing food and beverage handling, which shall be no less stringent than the standards established by United States Public Health Service requirements.

39. TRIBAL AND STATE SOVEREIGNTY

This Compact shall not be construed to waive or diminish the sovereignty or any sovereign immunity of the Tribe or Iowa.

40. EFFECTIVE DATE

This Compact shall be effective upon signature by both parties, approval by the Department of the Interior and publication by the Department of the Interior in the Federal Register in accordance with the Act.

41. RENEGOTIATION AND DURATION

Unless earlier terminated pursuant to this Compact, this Compact shall remain effective through December 31, 2012, and shall renew automatically for successive eight (8) year terms unless either party gives notice of intent to renegotiate at least twelve (12) months, but no more than eighteen (18) months, prior to the scheduled expiration of the existing term. The notice to renegotiate shall be in writing and shall describe the issues to be reconsidered. Negotiations

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conducted pursuant to the notice shall be conducted in good faith by both parties. If a notice to renegotiate is issued by either party, this Compact will automatically terminate at the conclusion of the existing term unless the parties have mutually agreed to extend this Compact on terms acceptable to both parties.

42. AUTOMATIC TERMINATION

This Compact shall automatically terminate in conformance with the Act if the Tribe passes an ordinance or resolution which results in discontinuing all Class III gaming. Nothing in this Compact shall be interpreted as preventing the Tribe from terminating any Class III gaming conducted pursuant to this Compact at any time. Should the Tribe continue Class III gaming under 25 U.S.C. section 2710 (d) (2) (D) (iii), this Compact shall terminate upon cessation of all Class III gaming.

43. NO SEPARATE ENTITY OR COOPERATIVE RELATIONSHIP

This Compact is not intended to create any separate administrative or legal entity. Nothing in this Compact shall be construed as creating any third-party beneficiaries, a partnership, joint venture, or other joint or cooperative relationship between Iowa and the Tribe for the purposes of conducting or regulating Class III Gaming. The Tribe shall not represent to others that the gaming conducted by or on behalf of the Tribe is licensed or endorsed by Iowa or a subdivision of Iowa. The Tribe may, however, represent to others that its compliance with the terms of this Compact has been verified by Iowa or its subdivision, but only to the extent Iowa has actually verified any such compliance.

44. INTEGRATION

This Compact, including the attached Appendices "A", "B," and "C", which are fully incorporated into this Compact by this reference as if written here, constitutes the entire

agreement between the parties. Neither party is relying on any prior or other written or oral representation in entering into this Compact.

45. CHANGES IN IOWA LAW

Nothing in this Compact shall be construed as prohibiting any change in the laws of Iowa. However, any such changes in the laws of Iowa shall not affect this Compact or the Tribe's rights thereunder, except to the extent that the State expressly prohibits Class III gaming as provided in 25 USC section 2710(d)(1)(B). Nothing in this paragraph shall be construed as preventing the Tribe from challenging future legislation by Iowa affecting this Compact or the Tribe's Class III gaming.

46. EXECUTION

John Blackhawk, Chairman Winnebago Tribe of Nebraska	Steven K. Young, Director Iowa Department of Inspections & Appeals
Date: 11/16/04	Date: 11/29/04

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Gale A. Norton
Secretary of the Interior
U.S. Department of the Interior
1849 C. Street, NW
Washington, DC 20240

Re: Indian Gaming Compact Between the State of Iowa and the Winnebago Tribe of Nebraska

Dear Secretary Norton:

Enclosed for your anticipated approval, pursuant to 25 U.S.C. section 2710(d)(3)(B), please find the jointly authored Indian Gaming Compact authorizing Class III gaming in Iowa. The parties are pleased to make this submission for your approval and are confident your review will result in approval. The parties have jointly and carefully prepared each provision to comport with the Indian Gaming Regulatory Act.

The parties eagerly await your approval and will assist in that process in any manner necessary.

Sincerely,

STEVEN K. YOUNG, Director
Iowa Department of Inspections & Appeals

Date: 11/28/04

JOHN BLACKHAWK, Chairman
Winnebago Tribal Council

Date: 11/16/04

Enclosure

P.S. Also enclosed is the parties' signed Amendment to the current Compact which authorizes the new Compact to be implemented.

APPENDIX "A"
WINNEBAGO TRIBE/STATE OF IOWA GAMING COMPACT
PERMISSIBLE CLASS III GAMING

The following Class III Gaming, including derivative forms or variations on the following, are permissible under this Compact:

(1.) Dice games including:
- (a) Craps;
- (b) Chuck-a-luck, Hzard, Under and Over Seven, Beat the Dealer/Shaker, Barhoot (Barbouth, Barbudey, Barbooth and Barabout);
- (c) Bang;
- (d) Lotto dice;
- (e) Sic-bo.

(2.) Wheel games including:
- (a) Roulette;
- (b) Money wheel;
- (c) Merchandise wheel;
- (d) Horse race wheel;
- (e) Big Six.

(3.) Pari-mutual wagering on horse and dog racing provided that such wagering utilizes the simulcasting track's computerized totalizer system for calculating odds and payouts from the pari-mutuel wagering pool.

(4.) Card games including:
- (a) Poker;
- (b) Twenty-one;
- (c) Monte, Spanish Monte and Monte Bank;
- (d) Pai Gow and Pai Gow poker;
- (e) Red Dog/In-Between;
- (f) Pan;
- (g) Super Pan Nine;
- (h) Baccarat and Mini-Baccarat.

(5.) Lotteries; keno.

(6.) Sports betting pools, sports betting including parlay cards, provided such gaming is conducted on the same terms and conditions as provided in Iowa law.

(7.) Slot machines, progressive slot machines and video games of chance.

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APPENDIX "B"
WINNEBAGO TRIBE/STATE OF IOWA GAMING COMPACT
GAMBLING DEVICE TESTING AND SPECIFICATIONS

A. Gambling Device Requirements.

(1.) Hardware specifications.

(a) Electrical and mechanical parts and design principles shall not subject a player to physical hazards.

(b) A surge protector shall be installed on the line that feeds power to the device. The battery backup or an equivalent for the electronic meters shall be capable of maintaining the accuracy of all information required for 180 days after electrical power is discontinued from the device. The backup shall be located in the locked logic board compartment.

(c) An on/off switch that controls the electrical current used in the operation of the device and any associated equipment shall be located in an accessible place within the interior of the device.

(d) The operation of the device shall not be adversely affected by static discharge or other electromagnetic interference.

(e) The device shall have a minimum of one electronic coin acceptor meeting the security requirements established by the Tribe.

(f) The internal space of the device shall not be readily accessible when the front door of the device is both closed and locked.

(g) Logic boards and software eproms shall be in a locked area within the device and shall be sealed with evidence tape.

(h) The drop bucket compartment shall be in a locked area within or attached to the device.

(i) The device shall have no hardware switches capable of altering the pay tables or payout percentages of the device. Hardware switches may be installed in the device to control graphic routines, speed of play, and sound.

(j) An identification plate containing the following information shall be permanently affixed to the exterior of the device: Manufacturer; serial number; model number.

(k) The rules of play for the device shall be clearly displayed on the face or screen. The rules shall not be incomplete, confusing, or misleading. Each device shall also display the credits wagered and the credit awarded for the occurrence of each possible winning combination based on the number of credits wagered. All

information required by this paragraph shall be kept under glass or other transparent material. Stickers or other removable items shall not be placed on the face of the device if they would make the required information unreadable.

(2.) Software requirements-random number generator. Each gambling device shall have a random number generator that will determine the occurrence of a specific card, number or stop. A selection process will be considered random if it meets the following requirements:

(a) Each card, number or stop shall satisfy the 99 percent confidence limit using the standard chi-squared analysis. "Chi-squared analysis" is the sum of the square of the difference between the expected result and the observed result.

(b) Each card, number or stop shall not produce a significant statistic with regard to producing patterns of occurrences. Each card, number or stop will be considered random if it meets the 99 percent confidence level with regard to the "runs test" or any similar pattern testing statistic. The "runs test" is a mathematical statistic that determines the existence of recurring patterns within a set of data.

(c) Each card, number or stop position shall be independently chosen without regard to any other card, number or stop within that game play. This test is the "correlation test." Each pair of cards, number or stop positions shall be considered random if they meet the 99 percent confidence level using standard correlation analysis.

(d) Each card number or stop position shall be independently chosen without reference to the same card or number position in the previous game. This test is the "serial correlation test." Each card or number position shall be considered random if it meets the 99 percent confidence level using standard serial correlation analysis.

(3.) Continuation of game after malfunction is clear. Each Gambling Device shall be capable of continuing the current game with all current game features after a malfunction is cleared unless the malfunction renders the device totally inoperable. If the malfunction renders the device totally inoperable the current wager and all credits appearing on the screen prior to the malfunction shall be returned to the player.

(4.) Software requirements-play transaction records. Each Gambling Device shall maintain electronic accounting meters at all times, regardless of whether the device is supplied with power. Each meter shall be capable of recording and maintaining totals, no less than six digits in length, for the following information or the following information shall be ascertainable by calculations based on the recorded information:

(a) Total number of tokens inserted. The meter shall count the total number of tokens that are inserted by the player.

(b) Total number of tokens paid out.

(c) Total coins dropped to drop bucket.

(d) Total number of credits wagered.

(e) Total number of credits won.

(f) Total credits paid out.

(g) Number of times the logic area was accessed.

(h) Number of times the cash door of the device was accessed.

(i) Number of tokens or credits wagered in the current game.

(j) Total credits for games won but not collected, commonly referred to as the credit meter.

The meters described in a, b and c above, shall be placed in a position so that the numbers can be read without opening the device.

No device shall have a mechanism which will cause the electronic accounting meters to automatically clear in the event of an error. Clearing of the electronic accounting meters may occur only after notification and approval by an official designated by the Tribe.

All meter readings shall be recorded both before and after an electronic accounting meter is cleared.

(5.) Software requirements-error conditions-automatic clearing. Devices shall be capable of detecting and displaying the "power reset" condition and the "door open" condition. These conditions shall be automatically cleared by the device upon initiation of a new pay sequence at the start of the second game.

(6.) Percentage Payout Gambling Devices. Percentage payout Gambling Devices shall meet the following maximum and minimum theoretical percentage payouts during the expected lifetime of the device.

(a) The device must payout at least 80 percent and no more than 99 percent of the amount wagered. The theoretical payout percentage is determined using standard methods of probability theory.

(b) A device must have a probability of obtaining the maximum payout greater than 1 in 17,000,000.

(7.) Error conditions.

(a) Gambling Devices shall be capable of detecting and displaying the following error conditions which may be cleared by an attendant.

1. Coin-in jam.
2. Coin-out jam.

3. Hopper empty or timed out.
4. RAM error.
5. Hopper runaway or extra coin or co ins paid out.
6. Low RAM battery, for batteries external to the RAM itself. A battery that is replaced pursuant to its manufacturer's specifications or as specified in the prototype approval report, whichever is sooner, may be installed in lieu of the low RAM battery error condition.

(b) A description of Gambling Device error codes and their meanings shall be affixed inside the slot machine.

(8.) Hopper mechanism. Gambling Devices must be equipped with a hopper which is designed to detect jammed coins, extra coins paid out, hopper runaways, and hopper empty conditions. The Gambling Device control program must monitor the hopper mechanism for these error conditions in all game states. All coins or tokens paid from the hopper mechanism must be accounted for by the device, including those paid as extra coins during a hopper malfunction.

(9.) Progressive Slot Machines. A Progressive Slot Machine shall have a progressive meter showing the payoff.

(a) Limits. A limit may be imposed on the jackpot of a Progressive Slot Machine provided that the limit imposed is greater than the jackpot payout on the Progressive Slot Machine at the time the limit is imposed. Any limit imposed on a Progressive Slot Machine shall be prominently displayed to the public.

(b) Pay-off indicator. No payoff indicator may be turned back to a lesser amount unless one of the following circumstances occurs:

1. The amount shown on the progressive meter is paid to a player as a jackpot.
2. It is necessary to adjust the progressive meter to prevent it from displaying an amount greater than the limit imposed by the Tribe.
3. It is necessary to change the progressive indicator due to malfunction in the device.
4. A progressive jackpot may be transferred to another Progressive Slot Machine at the same location in the event of a machine malfunction.

(c) Jackpot limit. When the maximum jackpot limit is reached, it must be permitted to remain until it is won by a player.

(d) Records required. Records shall be maintained that record the amount shown on a progressive jackpot meter. Supporting documents shall be maintained to explain any reduction in the payoff amount from a previous entry. The records and documents shall be retained for a period of five (5) years.

APPENDIX "C"
WINNEBAGO TRIBE/STATE OF IOWA GAMING COMPACT
SECURITY AND SURVEILLANCE REQUIREMENTS

A. Closed Circuit Television. A closed circuit television system according to the specifications set forth in this Appendix shall be installed, maintained and operated. There shall be access to the system or its signal at all times.

B. Required Equipment. The closed circuit television system shall include, but shall not be limited to, the following equipment:

(1.) Cameras. Pan, tilt, zoom, commonly referred to as P.T.Z. cameras, that are light sensitive and capable of being placed behind a dome or one-way mirror which conceals the P.T.Z. cameras from view. Each camera shall have the capability to distinguish a clear, unobstructed view of the table number of the gaming table or gaming device.

(2.) Video printers. Video printers shall be capable of adjustment and shall possess the capability to generate instantaneously upon command a clear, still copy of the image depicted on a videotape recording with a minimum of 128 shades of gray.

(3.) Video screens. Video monitor screens must be at least 12 inches measured diagonally and all controls must be front mounted. Solid state circuitry is recruited.

(4.) Date and time generators. Date and time generators shall be capable of recording both time and date of the recorded events without obstructing the recorded view. Recordings must be in military time.

(5.) Universal power supply. The system and its equipment must be directly and securely wired in a manner designed to prevent tampering with the system.

(6.) Camera domes. Camera domes shall be of sufficient quality and size to accommodate P.T.Z. cameras and shall be capable of providing clear, unobstructed views.

(7.) Video switches. Video Switches shall be capable of both manual and automatic sequential switching for the entire surveillance system.

(a) Videotape recorders. Videotape recorders shall be capable of producing high quality, first generation pictures with a horizontal resolution of a minimum of 300 lines nonconsumer, professional grade, and recording standard ½ inch, VHS tape with high-speed scanning and flickerless playback capability in real time. In addition recorders shall have time and date insertion capabilities for taping what is being viewed by any camera in the system. A minimum of one video recorder for every eight video cameras is required.

C. Required surveillance. Surveillance shall be conducted and recorded which allows clear, unobstructed views in the following areas of the gambling facility:

(1.) Overall views of the casino pit area.

(2.) All gaming or card table surfaces, including table bank trays, with sufficient clarity to permit identification of all chips, cash, and card values, and the outcome of the game. Each gaming table shall have the capability of being viewed by no less than two cameras.

(3.) Dice in craps games, with sufficient clarity to read the dice in their stopped position after each roll.

(4.) All roulette tables and wheels, capable of being recorded on a split screen to permit views of both the table and the wheel on one monitor screen.

(5.) All areas within cashier cages and booths, including, but not limited to, customer windows, employee windows, cash drawers, vaults, safes, counters, chip storage and fill windows. Every transaction occurring within or at the casino cashier cages must be recorded with sufficient clarity to permit identification of currency, chips, tokens, fill slips, paperwork, employees and patrons.

(6.) All entrance and exit doors to the casino area shall be monitored by the surveillance system if they are utilized for the movement of uncounted moneys, tokens, or chips. Also, elevators, stairs and loading and unloading areas shall be monitored if they are utilized for the movement of uncounted moneys, chips, or tokens.

(7.) All areas within a hard count room and any area where uncounted coin is stored during the drop and count process, including walls, doors, scales, wrapping machines, coin sorters, vaults, safes, and general work surfaces.

(8.) All areas within a soft count room, including solid walls, doors, solid ceilings, stored drop boxes, vaults, safes, and counting surfaces which shall be transparent.

(9.) Overall views of patrons, dealers, spectators and pit personnel, with sufficient clarity to permit identification thereof.

(10.) Overall views of the movement of cash, gaming chips and tokens, drop boxes and drop buckets. .

(11.) All areas on the general casino floor with sufficient clarity to permit identification of all players, employees, patrons, and spectators.

(12.) Whenever Video Games of Chance or Slot Machines are played, there shall be installed, maintained and operated at all times a casino surveillance system that possesses the capability to monitor and record clear, unobstructed views of the following:

(a) All Gambling Device change booths, including their cash drawers, countertops, counting machines, customer windows and employee windows, recorded with

sufficient clarity to permit identification of all transactions, cash, and paperwork therein.

(b) The Gambling Device numbers shall be recorded with sufficient clarity to permit identification of all players, employees, patrons, and spectators.

D. Equipment in surveillance offices. Surveillance offices shall be equipped with a minimum of two 12-inch monochrome video monitors with control capability of any video source in the surveillance system. The following shall be additional mandatory equipment for the surveillance office:

(1.) Video printer.

(2.) Video recorders.

(3.) Audio pickup of soft count room.

(4.) Time and date generators, if not in the master surveillance system.

(5.) Total override surveillance system capabilities. All closed circuit cameras shall be equipped with lenses of sufficient quality to allow clarity of the value of gaming chips, tokens, and playing cards. These cameras shall be capable of black and white recording and viewing except those covering exits and entrances of the casino area which shall be capable of recording in color.

E. Lighting. Adequate lighting shall be present in all areas of the casino and count rooms to enable clear video reproduction.

F. Surveillance room. Each surveillance room shall be able to monitor and record activities on the casino floor, count room, cashier cages and slot cages. These rooms shall have a trained surveillance person present during casino operation hours. The following are requirements for the operation of equipment in the surveillance room:

(1.) Surveillance equipment. All equipment that may be utilized to monitor or record views obtained by a casino surveillance system must remain located in the room used exclusively for casino surveillance security purposes, except for equipment which is being repaired or replaced. The entrance to the casino surveillance room shall be locked or secured at all times.

(2.) Override capability. Casino surveillance equipment must have total override capability over any other satellite monitoring equipment in other casino offices, with the exception of rooms utilized by Tribal regulatory officials.

(3.) Regulatory access. Tribal regulatory officials shall at all times be provided immediate access to the casino surveillance room and other casino surveillance areas. Also, all Tribal regulatory officials shall have access to all records and areas of such rooms.

(4.) Surveillance logs. Entry in the log shall be required when requested by Tribal regulator officials, whenever surveillance is conducted on anyone, or whenever any activity that appears unusual, irregular, illegal or in violation of Tribal rules is observed. Also, all telephone calls shall be logged.

(5.) Blueprints. A copy of the configuration of the casino floor shall be posed and updated immediately, upon any change. Also included shall be the location of any change, and the location of surveillance cameras, gaming tables and slot machines by assigned numbers. Copies shall also be made available to the rooms utilized by Tribal regulatory officials.

(6.) Storage and retrieval. Surveillance personnel will be required to label and file all videotape recordings. The date, time, and signature of the person making the recording shall be recorded. All videotape recordings shall be retained for at least seven (7) days after recording unless a longer period is required by a Tribal regulatory agency or a court order. Original audio tapes and original video tapes shall be released to Tribal regulatory officials upon demand.

(7.) Malfunctions. Each malfunction of surveillance equipment must be repaired within twenty-four (24) hours of the malfunction. If, after twenty-four (24) hours, activity in the affected area cannot be monitored, the game or machine shall be closed until such coverage can be provided. A record of all malfunctions shall be kept and reported to the Tribal regulatory agency on a daily basis.

(8.) Security. Entry to the surveillance room is limited to persons approved by the Tribal regulatory agency. A log of personnel entering and exiting the surveillance room shall be maintained and submitted to the Tribal regulatory agency every thirty (30) days.

G. Playback station. An area is required to be provided within the rooms utilized by Tribal regulatory officials that will include, but is not limited to, a video monitor and a video recorder with the capability of producing first generation videotape copies.

H. Additional requirements.

(1.) Audio and videotape monitoring. Audio and videotape monitoring will be continuously available in the rooms utilized by Tribal regulatory officials and in security detention areas when someone is being detained. These recordings shall be retained for thirty (30) days after the recorded event, unless directed otherwise by a Tribal regulatory agency or a court order.

(2.) Tribal regulatory official access. Tribal regulatory officials shall at all times be provided immediate access to the surveillance room and all areas of the casino.

(3.) Written plans and alterations. There shall be a written casino surveillance system plan prior to the start of gaming operations.

(4.) Casino surveillance system plan. The casino surveillance system plan must include a casino floor plan that shows the placement of all casino surveillance equipment in relation to the locations required to be covered and a detailed description of the casino surveillance system and its equipment.

I. Changes in game locations. The location of table games, Gambling Devices and other gaming devices may be changed. The surveillance system must also be adjusted, if necessary, to provide the coverage required by these rules. The Tribal regulatory officials shall approve the change in the surveillance system before the relocated table games, Gambling Devices or other gaming devices may be placed into operation. Any change to the surveillance system showing the change in the location of table games, Gambling Devices, other gaming devices and related security and surveillance equipment shall be submitted to Tribal regulatory officials.

J. Surveillance during nongambling hours. Security surveillance will be required during nongambling hours as follows:

(1.) Cleanup and removal time. At any time cleanup operations or money removal is being conducted in the casino area, the security surveillance room shall be staffed with a minimum of one trained surveillance person.

(2.) Locked down mode. Anytime the casino is closed and in a locked down mode, sufficient surveillance coverage shall be conducted to monitor and record the casino, in general, so that security integrity is maintained. During this period it is not required that a trained security surveillance person be present.