



# United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, DC 20240

**MAR 31 2022**

The Honorable Ned Daniels, Jr.  
Chairman, Forest County Potawatomi Community  
P.O. Box 340  
Crandon, Wisconsin 54520

Dear Chairman Daniels:

On February 16, 2022, the Forest County Potawatomi Community (Tribe) and the State of Wisconsin submitted the 2022 Amendment and Extension to the Forest County Potawatomi Community of Wisconsin and the State of Wisconsin Class III Gaming Compact (Amendment), providing for the regulation of class III gaming activities by the Tribe.

We completed our review of the Amendment and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. 25 U.S.C. § 2710(d)(8)(B). The Amendment provides for on-reservation remote and retail sports wagering consistent with minimum internal control standards and rules of play agreed to by the State and the Tribe; extends the term of the compact to 2061; authorizes the Tribe to offer any form of table, electronic, or mechanical game; clarifies the existing Disaster Clause to include pandemics and provides a clear formula for the calculation of the reduction in revenue sharing payments if a facility is forced to close; contains several technical changes including removing obsolete language; and includes a forward looking provision which positions the Tribe to offer state-wide hub and spoke event wagering if State law is changed to allow such gaming, another Tribe's compact with the State authorizes such gaming, and the Tribe's Compact is amended. Therefore, pursuant to my delegated authority and Section 11 of IGRA, I approve the Amendment.<sup>1</sup> 25 U.S.C. § 2710(d)(8)(A). The Amendment takes effect when the notice of this approval is published in the Federal Register. 25 U.S.C. § 2710(d)(3)(B).

A similar letter is being sent to the Honorable Tony Evers, Governor of Wisconsin.

Sincerely,

Wizipan Garriott  
Principal Deputy Assistant Secretary — Indian Affairs  
Exercising by delegation the authority of the  
Assistant Secretary — Indian Affairs.

Enclosure

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<sup>1</sup> We note that the Tribe's existing 1992 Compact, has been amended several times. The 1992 Compact was affirmatively approved by the Department on August 4, 1992. It was amended in 1998 with affirmative approval on January 22, 1999. It was amended again in 2003, 2006, and 2019, with these subsequent amendments being approved by operation of law but only to the extent that those amendments are consistent with IGRA. The approval of this Amendment does not change the Department's concerns with the 2003, 2006, and 2019 amendments.

**2022 AMENDMENT AND EXTENSION TO THE FOREST COUNTY POTAWATOMI  
COMMUNITY OF WISCONSIN AND STATE OF WISCONSIN  
CLASS III GAMING COMPACT**

The Forest County Potawatomi Community of Wisconsin and the State of Wisconsin hereby agree to amend and extend the Forest County Potawatomi Community of Wisconsin and State of Wisconsin Class III Gaming Compact (“Compact”) as set forth below:

**1. Existing Article III, Definitions, is deleted and replaced with the following:**

III. DEFINITIONS.

For purposes of this Compact:

- A. "Act" shall mean the Indian Gaming Regulatory Act, P.L. 100-497, 25 U.S.C. sec. 2701, et seq.
- B. “CPR” means the CPR Institute for Dispute Resolution, located at 30 East 33<sup>rd</sup> St. 6<sup>th</sup> Floor, New York, NY 10016.
- C. “CPR Panel of Distinguished Neutrals” means the CPR Institute for Dispute Resolution’s roster of persons available to mediate or arbitrate a dispute.
- D. "Department of Justice" means the Department of Justice of the State of Wisconsin, its authorized officials, agents, and representatives.
- E. “Event Wagering” means accepting wagers on the outcomes of, and occurrences within, sports and non-sports games, competitions, and matches, but does not include parimutuel racing.
- F. “Gaming Commission” means the Forest County Potawatomi Gaming Commission.
- G. "Lottery Board" shall be deemed to refer to the State of Wisconsin Department of Administration, Division of Gaming ("Department"), its authorized officials, agents, and representatives.
- H. "Management contract" means an agreement covering the overall management and operation of a Tribal game or gaming facility by an entity other than the Tribe or its employees, including all collateral agreements to such agreement that relate to gaming activity. The term does not include agreements for the procurement of particular services, materials or supplies related to the Tribe's operation of Class III gaming under this Compact, such as the supply of gaming aids, communications and other equipment, computers and software and instant scratch tickets.
- I. “Net Win” means the amount wagered in Class III gaming, less fills and the amount paid out in jackpots and prizes, including the actual cost to the Tribe of any noncash prize which is distributed to a patron as the result of a specific, legitimate wager.

- J. "Payment Date" means the date by which the Tribe shall make the Annual Payment due to the State under Article XXXI which is no later than June 30 of the calendar year following the end of the Tribal Fiscal Year used to calculate the payment amounts.
- K. "Person" includes individuals and all partnerships (general and limited), associations, corporations, and limited liability companies (or their equivalent).
- L. "Rules" means the CPR Rules for Non-Administered Arbitration (2000 Rev.).
- M. "State" means the State of Wisconsin, its authorized officials, agents and representatives.
- N. "State Fiscal Year" means the period beginning July 1 of a given year and ending June 30 of the following year.
- O. "Tribal Fiscal Year" means the period beginning October 1 of a given year and ending September 30 of the following year, or such other time period as the Parties agree to in writing.
- P. "Tribal lands" for purposes of this Compact has the following meaning:
  - 1. All lands within the limits of the Forest County Potawatomi Community of Wisconsin reservation;
  - 2. All lands within the State of Wisconsin held in trust by the United States for the benefit of the Forest County Potawatomi Community of Wisconsin as of October 17, 1988; and
  - 3. All lands within the State of Wisconsin which may be acquired in trust by the United States for the benefit of the Forest County Potawatomi Community of Wisconsin after October 17, 1988, over which the Tribe exercises governmental power, and which meet the requirements of sec. 20 of the Act, 25 U.S.C. sec. 2719, which includes approximately eight acres of land in the City of Milwaukee, also known as the "Menomonee Valley land."
- Q. "Tribe" means the Forest County Potawatomi Community of Wisconsin, its authorized officials, agents and representatives.

**2. Article IV, Authorized Class III Gaming, is amended as follows:**

- a. Subsection IV.A.7. is amended by deleting the word "and".
- b. Subsection IV.A.9. is created and states:
 

Event Wagering; and
- c. Subsection IV.A.10. is created and states:

Any other game involving prize, chance, and consideration that is played on tables or electronic or mechanical devices.

- d. The final paragraph of Section IV.A., which begins “Until the Tribe and State . . .” and ends “. . . shall not be unreasonably withheld.”, is replaced with the following:

The Tribe shall not operate Event Wagering until the Tribe and the State agree to minimum internal control standards and rules of play governing event wagering that are substantially the same as those agreed to by the State and other Wisconsin tribes and nations.

**3. Article V, Conduct of Games; Generally, is amended as follows:**

- a. Section V.A., the final sentence, reading “The amendments to Section V.A. shall take effect on January 1, 1999.”, is deleted in its entirety.
- b. The current text of Section V.D. deleted are replaced with the following:

Except as herein provided, no person shall be extended credit or receive an advance of funds for gaming by any tribal gaming facility, nor shall the Tribe permit any other person to offer such credit or advance for a fee. This Section shall not restrict the right of the Tribe to install third-party automated teller machines or accept bank card, credit card, or other similar transactions in the same manner as would normally be permitted at any retail business within the State, including through the use of wagering accounts pursuant to the terms of this Compact or the Tribe’s minimum internal control standards.

**4. Article VII, Gaming-Related Contractor; Contractor to Hold State Certificate, is amended as follows:**

- a. Subsection VII.A.7. is created and states:

Event wagering services and goods contracts, including but not limited to agreements for event wagering systems, event wagering risk management services, betting line services, and hardware and software used for purposes of placing event wagers.

- b. Subsection VII.A.8. is created and states:

Contracts for geolocation, geotracking, or geofencing services for purposes of tracking the location of customers using remote wagering devices.

- c. In Section VII.B., “\$10,000” is deleted and replaced with “\$100,000”.
- d. In Section VII.C., “\$10,000” is deleted and replaced with “\$100,000”.
- e. In subdivision VII.D.1.b.,

- i. the semicolon after the word “thereto” is replaced with a period, and

- ii. the final clause, beginning with “provided, however . . .” and ending with “. . . this subdivision.” is deleted in its entirety.
- f. Subparagraph VII.D.1.e.(4) is created and states:
 

A limited liability company or its equivalent (collectively “LLC”), then subdivision a. applies to the LLC and each member and manager of the LLC or their equivalents.
- g. The text of subdivision VII.D.1.f. is deleted in its entirety and replaced with the following:
 

The restrictions under subdivision a. do not apply to the partnership, association, LLC, or corporation if the Department determines that the partnership, association, LLC, or corporation has terminated its relationship with the partner, officer, director, member, manager, or owner who was convicted or entered the plea or with the partner, officer, director, member, manager, owner or other individual whose actions directly contributed to the partnership's, association's, LLC's, or corporation's conviction or entry of plea.
- h. In subdivision VII.D.1.g, the following text is added after the word “association” and before “or corporation”: “, LLC,”.
- i. Section VII.G. is deleted in its entirety.

**5. Article VIII, Management Contracts, is amended as follows:**

- a. Section VIII.E. is deleted in its entirety.

**6. Article XII, Audits, is amended as follows:**

- a. In Section XII.A.:
  - i. “(commencing with the current tribal fiscal year)” is deleted, and
  - ii. “fiscal year” is replaced with “Tribal Fiscal Year” throughout.
- b. In subsection XII.C.1.,
  - i. ““Accounting and Audit Guide - - Casinos”” is deleted and replaced with ““Gaming Audit and Accounting Guide””, and
  - ii. “Public” is deleted and replaced with “Professional”.

**7. Article XV, Electronic Games of Chance, is amended as follows:**

- a. Subsection XV.C.3., titled “Existing games,” is deleted in its entirety.

- b. Section XV.F., titled “Transitional Provision,” is deleted in its entirety.
- c. Current Section XV.G., titled “Non-complying games,” is renumbered Section XV.F. and the words “or Exhibit B” in Section XV.G.1.c. are deleted.
- d. Current Section XV.H., titled “Game locations,” is renumbered Section XV.G.

**8. Article XXV, Effective Date and Duration, is extended as follows:**

- a. The text of existing Section A is deleted in its entirety and replaced with the following: “The extended term of the Compact shall expire on July 1, 2061 (the “Expiration Date”).”
- b. In Section B, the word “Thereafter” is deleted and replaced with: “After the Expiration Date”.
- c. Section F is amended by replacing, “. . . 15 years, or not more than 25 years.” with “. . . 30 years.”

**9. Article XXX, Amendment and Periodic Enhancement of Compact Provisions, is amended as follows:**

- a. Existing Section B is deleted in its entirety.
- b. Existing Section C is deleted in its entirety.
- c. Existing Section D is relettered as Section B.

**10. Article XXXI, Payment to the State, is amended as follows:**

- a. The text of Section E is deleted in its entirety and replaced with the following:
  - E. Disaster Clause. In the event that a natural or human-made disaster renders impossible the operation of fifty (50) percent or more of the Class III electronic games of chance operated by the Tribe under this Compact for a period of fourteen (14) consecutive days or more (the “Closure Period”), the Payment Date for each State Fiscal Year during which all or a portion of the Closure Period occurs shall be extended and the Tribe’s combined Milwaukee Facility Annual Payment and Other Annual Payment (collectively the “Annual Payment”) shall be reduced as set forth in this section. For purposes of clarity, the Tribe’s decision to reduce operations at its gaming facilities in response to a public health emergency shall be deemed a disaster for purposes of this section.
    - 1. To invoke the provisions of this section, prior to the Payment Date of each State Fiscal Year in which the disaster occurs the Tribe shall provide the

State with written notice describing the nature of the disaster and the number of Class III electronic games of chance that ceased operation.

2. The Tribe's Annual Payment due in each State Fiscal Year during which all or a portion of the Closure Period occurs shall be reduced by a percentage equal to the percentage decrease in the Net Win for the Tribal Fiscal Year in which the Closure Period occurred compared with the Net Win for the previous Tribal Fiscal Year.
3. The Tribe's Annual Payment shall be due on or before December 1 of the calendar year in which the Annual Payment otherwise would have been due.

For all Closure Periods, the State and Tribe shall meet to discuss the possibility of providing the Tribe additional assistance in light of the severity of the disaster.

**11. Article XXXIV, Procedures for Rules of Play and Minimum Internal Control Standards, is amended as follows:**

- a. In Section XXXIV.A, the fourth sentence, which begins with "Until minimum control standards are established . . ." and ends with ". . . Federal Register (publication date)" is deleted.
- b. Section XXXIV.E. is amended as follows:
  - i. The heading "Amendment." is deleted from the first line.
  - ii. A new section heading is created that states:

E. Amendments to Rules of Play and Minimum Internal Control Standards.
  - iii. A new subsection introduction is added before the remaining existing text of the section and states:
    1. Except with respect to minimum internal control standards relating to event wagering or remote wagering, amendments to rules of play and minimum internal control standards shall be made as set forth below:
  - iv. A new subsection 2 is created and states:
    2. Except as otherwise provided in Article XXXVIII, the initial minimum internal control standards relating to event wagering or remote wagering and any amendments thereto shall be made only by mutual agreement of the parties. The Tribe may propose amendments to the Tribe's minimum internal control standards governing event wagering and/or remote wagering at any time. The Tribe and the State shall enter into good faith negotiations regarding such proposed minimum internal controls or amendments within



thirty (30) days of the State's receipt of the proposed minimum internal controls, except that the State shall have no obligation to negotiate regarding proposed minimum internal control standards governing events occurring in Wisconsin or involving Wisconsin teams that do not occur on land owned by the Tribe or held in trust for the Tribe by the federal government. Disputes regarding minimum internal control standards and rules of play for event wagering and remote wagering shall be resolved through arbitration pursuant to Section XXXIV.D. except that subsection XXXIV.D.3., shall not apply and the standard to be applied by the arbitrator shall be whether the proposed minimum internal controls and rules of play at issue are substantially the same as those agreed to by the State and other Wisconsin tribes and nations.

**12. Article XXXVI, Data Reporting, is amended as follows:**

- a. The current text of Section XXXVI.B. is deleted and replaced with the following:
  - B. The Tribe shall submit the following, or such other information as the Tribe and Department agree, to the Department on a monthly basis, in an electronic format determined in the reasonable discretion of the Tribe, not later than fourteen (14) days after the conclusion of each calendar month:
    - a. Daily revenue information for table games: type of table game, table number, shift, opening inventory, fills, credits, adjustments, closing inventory, drop, and win/loss; and
    - b. Daily revenue information for event wagering: the total amount of all wagers received less voided or canceled wagers and amounts paid out for winning wagers and the total amount of the write on events or games that occur during the month or will occur in subsequent months, less gaming payouts.

**13. Article XXXVIII, Event Wagering, is created and reads as follows:**

**XXXVIII. EVENT WAGERING.**

- A. The Tribe shall adopt minimum internal control standards and rules of play governing event wagering which shall be approved by the Department as provided in this Compact. Rules of play for event wagering shall be publicly posted and a copy shall be made readily available to players upon request.
- B. Event wagers placed using remote wagering devices shall be placed only from locations permitted by the Tribe's minimum internal control standards governing event wagering.
- C. Event wagers shall be placed only on permitted events as set forth in the Tribe's minimum internal control standards governing event wagering.
- D. If the scope of permissible event wagering in the state is expanded in any of the



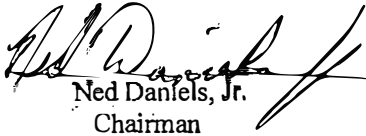
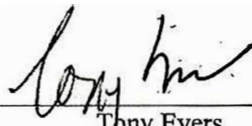
manners set forth below, then, upon written notice by the Tribe to the Department, the Tribe's minimum internal control standards shall be deemed to include such expansion of scope and promptly thereafter the Tribe and the State shall negotiate in good faith to amend the Tribe's minimum internal control standards to reflect the change:

1. The State legalizes event wagering on an event or events not included as permitted events in the Tribe's minimum internal control standards.
  2. The State legalizes event wagering which allows a customer located outside of land owned by a Wisconsin Indian Tribe or held in trust by the federal government for the benefit of a Wisconsin Indian Tribe to place an event wager through the use of a remote wagering device.
  3. The State enters a Tribal-State gaming compact or gaming compact amendment with another Wisconsin Indian Tribe, or agrees to minimum internal control standards with another Wisconsin Indian Tribe, which allow event wagering on an event or events not included as permitted events in the Tribe's minimum internal control standards, or the Secretary of the United States Department of the Interior prescribes procedures for another Wisconsin Indian Tribe pursuant to section 11((d)(7)(B)(vii) of the Act which allow event wagering on an event or events not included as permitted events in the Tribe's minimum internal control standards.
  4. The State enters a Tribal-State gaming compact or gaming compact amendment with another Wisconsin Indian Tribe, or agrees to minimum internal control standards with another Wisconsin Indian Tribe, which allow event wagering through the use of remote wagering devices under terms more favorable than those set forth in the Tribe's minimum internal control standards, including but not limited to permitted locations, or if the Secretary of the United States Department of the Interior prescribes procedures for another Wisconsin Indian Tribe pursuant to section 11((d)(7)(B)(vii) of the Act which allow event wagering through the use of remote wagering devices under terms more favorable than those set forth in the Tribe's minimum internal control standards, including but not limited to permitted locations.
  5. The State enters a Tribal-State gaming compact or compact amendment with another Wisconsin Indian Tribe, or enters an agreement with another Wisconsin Indian Tribe, or agrees to minimum internal control standards with another Wisconsin Indian Tribe, which provide for a different procedure or procedures than set forth in the Tribe's minimum internal control standards for adding permitted events for event wagering.
- E. Promptly, but no later than ten (10) business days after entering a Tribal-State compact or compact amendment with another Wisconsin Indian Tribe, or entering an agreement with another Wisconsin Indian Tribe, or agreeing to minimum internal control standards with another Wisconsin Indian Tribe, which address permitted events for event wagering and/or permitted locations for remote wagering and/or procedures for adding permitted events for event wagering, the State shall provide written notice to the Tribe together with a copy of such compact, compact


amendment, agreement, and/or minimum internal control standards.

Both the Tribe and the State have legitimate interests in protecting the integrity of events subject

**IN WITNESS WHEREOF**, the Forest County Potawatomi Community of Wisconsin and the State of Wisconsin have hereunto set their hands and seals.

<p>FOREST COUNTY POTAWATOMI COMMUNITY OF WISCONSIN</p> <p>By:  Ned Daniels, Jr. Chairman</p> <p>Executed this <u>15</u> day of <u>Feb</u>, 20<u>22</u></p>	<p>STATE OF WISCONSIN</p> <p>By:  Tony Evers Governor</p> <p>Executed this <u>15<sup>th</sup></u> day of <u>February</u>, 20<u>22</u></p>
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3-31-22  
Date

  
Wizipan Garriott  
Principal Deputy Assistant Secretary - Indian  
Affairs