



April 2, 2021

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# ENGROSSED HOUSE BILL No. 1055

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DIGEST OF HB 1055 (Updated April 1, 2021 11:32 am - DI 120)

**Citations Affected:** IC 4-29.5.

**Synopsis:** Tribal-state compact. Codifies the compact between the Pokagon Band of Potawatomi Indians and the state providing for the conduct of tribal class III gaming.

**Effective:** Upon passage.

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## Aylesworth, Hamilton

(SENATE SPONSORS — NIEMEYER, CHARBONNEAU, NIEZGODSKI)

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January 4, 2021, read first time and referred to Committee on Natural Resources.  
February 11, 2021, reported — Do Pass. Referred to Committee on Ways and Means pursuant to Rule 127.  
February 16, 2021, amended, reported — Do Pass.  
February 18, 2021, read second time, ordered engrossed. Engrossed.  
February 22, 2021, read third time, passed. Yeas 90, nays 3.

SENATE ACTION

February 24, 2021, read first time and referred to Committee on Natural Resources.  
March 9, 2021, reassigned to Committee on Appropriations pursuant to Rule 68(b).  
April 1, 2021, amended, reported favorably — Do Pass. Reassigned to Committee on Rules and Legislative Procedure pursuant to Rule 68(b). Committee report adopted pursuant to Rule 66(b).

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EH 1055—LS 6304/DI 55





April 2, 2021

First Regular Session of the 122nd General Assembly (2021)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2020 Regular Session of the General Assembly.

## ENGROSSED HOUSE BILL No. 1055

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A BILL FOR AN ACT to amend the Indiana Code concerning state offices and administration.

*Be it enacted by the General Assembly of the State of Indiana:*

1 SECTION 1. IC 4-29.5 IS ADDED TO THE INDIANA CODE AS  
2 A NEW ARTICLE TO READ AS FOLLOWS [EFFECTIVE UPON  
3 PASSAGE]:

4 ARTICLE 29.5. TRIBAL-STATE COMPACT WITH THE  
5 POKAGON BAND OF POTAWATOMI INDIANS

6 Chapter 0.5. Findings

7 Sec. 1. This compact is made and entered into this 21st day of  
8 January, 2021, by and between the POKAGON BAND OF  
9 POTAWATOMI INDIANS (hereinafter referred to as "Band"  
10 throughout IC 4-29.5) and the STATE OF INDIANA (hereinafter  
11 referred to as "State" throughout IC 4-29.5).

12 Sec. 2. WHEREAS, the State of Indiana is a sovereign State of  
13 the United States of America, having been admitted to the Union  
14 pursuant to the Enabling Act of April 19, 1816, 14 Ch. 57, April 19,  
15 1816, 3 Stat. 289, and is authorized by its constitution to enter into  
16 contracts and agreements, including this agreement with the Band;  
17 and

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1           WHEREAS, the Band is a federally recognized Indian tribe  
2 (reaffirmed pursuant to An Act to Restore Federal Services to the  
3 Pokagon Band of Potawatomi Indians, P.L.103-323, Sept. 21, 1994,  
4 108 Stat. 2154 (hereinafter referred to as the "Pokagon Restoration  
5 Act" throughout IC 4-29.5)), and its governing body, the Tribal  
6 Council, is authorized by the Band's constitution to enter into  
7 contracts and agreements of every description, including this  
8 agreement with the State; and

9           WHEREAS, the United States Supreme Court in California v.  
10 Cabazon Band of Mission Indians, 480 U.S. 202 (1987), held that  
11 absent Congressional consent, and unless the state interests are  
12 sufficient to overcome federal preemption, state gaming  
13 regulations do not apply to Indian tribes within Indian country in  
14 the conduct of gaming activities under their sovereign authority;  
15 and

16           WHEREAS, the Indian Gaming Regulatory Act of 1988 (25  
17 U.S.C. 2701 *et seq.*) (hereinafter "IGRA" throughout IC 4-29.5)  
18 establishes a federal framework for tribal gaming that permits  
19 Indian tribes to operate Class III gaming activities on Indian lands  
20 pursuant to a tribal-state Compact entered into for that purpose;  
21 and

22           WHEREAS, on June 30, 1993, the State through the enactment  
23 of Sec. 124 of P.L.277-1993, IC 4-33, Riverboat Gambling,  
24 authorized slot machines, roulette, baccarat, twenty-one, craps,  
25 and various other forms of casino gaming to be conducted within  
26 the State by riverboats located in certain specified counties and  
27 subject to state licensing and regulation; and

28           WHEREAS, said casino games are permitted "for any purpose  
29 by any person, organization or entity," within the meaning of  
30 IGRA 2710(d)(1)(B) and would be considered "Class III gaming"  
31 if conducted by the Band on "Indian lands", as those terms are  
32 defined in IGRA; and

33           WHEREAS, on May 12, 2015, the State enacted Sec. 1 of  
34 P.L.255-2015, Tribal Gaming, which establishes the process by  
35 which the State may negotiate and enter into a tribal-state  
36 Compact with an Indian tribe with land located within Indiana and  
37 already taken into trust by the United States government in order  
38 to authorize Class III gaming on those Indian lands located within  
39 Indiana; and

40           WHEREAS, pursuant to a final agency determination made on  
41 November 17, 2016, by the Assistant Secretary - Indian Affairs for  
42 the U.S. Department of the Interior, on November 28, 2016, the



1 United States accepted the conveyance of approximately 166 acres  
2 of land located in the City of South Bend, Indiana, in trust for the  
3 Band, which site the United States federal government determined  
4 is eligible for gaming under IGRA; and

5 WHEREAS, on January 16, 2018, the Band commenced "Class  
6 II gaming", as that term is defined in IGRA, on the South Bend  
7 Site under the business name Four Winds South Bend; and

8 WHEREAS, by letter to the Governor of Indiana dated August  
9 13, 2019, the Band requested in accordance with IGRA  
10 2710(d)(3)(A) that the Band and the State engage in negotiations  
11 for the purpose of entering into a gaming compact governing the  
12 conduct of "Class III gaming", as that term is defined in IGRA, on  
13 the South Bend Site; and

14 WHEREAS, a Compact between the Band and the State for the  
15 conduct of Class III gaming satisfies the requirements of IGRA in  
16 order for the Band to operate Class III gaming on the South Bend  
17 Site; and

18 WHEREAS, the State and the Band, in recognition of the  
19 sovereign rights of each party and in a spirit of cooperation in the  
20 interests of the citizens of the State and the citizens of the Band,  
21 have engaged in good faith negotiations recognizing and respecting  
22 the interests of each party and have agreed to this Compact.

23 Sec. 3. NOW, THEREFORE, the Band and the State agree as  
24 follows in this article.

25 Chapter 1. Purpose and Objectives

26 Sec. 1. The purpose and objectives of the Band and State in  
27 making this Compact are as follows:

- 28 (1) To allow the Band, pursuant to the IGRA, to lawfully  
29 conduct certain Class III gaming on the South Bend Site.
- 30 (2) To fulfill the purpose and intent of IGRA by providing for  
31 tribal gaming as a means of generating tribal revenues,  
32 thereby promoting tribal economic development, tribal  
33 self-sufficiency, and strong tribal government.
- 34 (3) To provide tribal revenues to fund tribal government  
35 operations and programs, in order to provide for the general  
36 welfare of the Band and its citizens and generally, to promote  
37 tribal economic development, tribal self-sufficiency, and a  
38 strong tribal government consistent with the intent and  
39 purpose of IGRA.
- 40 (4) To provide for the operation of certain Class III gaming in  
41 which the Band shall have the sole proprietary interest and be  
42 the primary beneficiary of the Band's gaming enterprise.



1 (5) To recognize the State's interests in the establishment by  
 2 the Band of rules for the regulation of Class III gaming  
 3 operated by the Band on the South Bend Site.

4 (6) To recognize the State's interests in confirming that the  
 5 Band maintains adequate regulatory controls over Class III  
 6 gaming to ensure that it is conducted fairly and honestly.

7 (7) To establish requirements for notifying patrons of the  
 8 Band's Class III gaming operations on the South Bend Site  
 9 that the Gaming Facility is not regulated by the State and that  
 10 patrons must look to the Band or to the federal government  
 11 to resolve any issues or disputes with respect to the Band's  
 12 Class III gaming operation under this Compact.

13 **Chapter 2. Definitions**

14 **Sec. 0.5.** For purposes of this Compact, the following definitions  
 15 pertain throughout this article.

16 **Sec. 1. "Any Offense"** means, as referenced in IC 4-29.5-4-9(3),  
 17 any criminal offense whether committed in Indiana or any other  
 18 jurisdiction, that is, or would be, a crime under the provisions of  
 19 the Title 35 of the Indiana Code, Criminal Law and Procedure, as  
 20 amended, or any other criminal offense not specified in  
 21 IC 4-29.5-4-9(3) involving gambling, theft, dishonesty, or Fraud or  
 22 Misrepresentation arising under Indiana law or the law of another  
 23 state or jurisdiction, that was committed as an adult or prosecuted  
 24 as an adult offense, and which has not been effectively removed  
 25 from such person's criminal record by executive pardon, state or  
 26 federal court order, or operation of law.

27 **Sec. 2. "Certificate of Self-Regulation"** means the Certificate of  
 28 Self-Regulation issued to the Band by the NIGC pursuant to IGRA  
 29 and NIGC regulations (25 C.F.R. Part 518), which Certificate of  
 30 Self-Regulation was first effective on January 1, 2019.

31 **Sec. 3. "City"** means the City of South Bend, located in St.  
 32 Joseph County, Indiana, an Indiana municipal corporation.

33 **Sec. 4. "Class III gaming"** means all forms of gaming  
 34 authorized by this Compact, which are neither Class I nor Class II  
 35 gaming, as such terms are defined in IGRA 2703(6) and (7). Only  
 36 those forms of Class III gaming authorized by this Compact may  
 37 be offered by the Band pursuant to this Compact.

38 **Sec. 5. "Compact"** means this Compact between the Band and  
 39 the State negotiated and entered into pursuant to IGRA 2710(d)(3)  
 40 to govern Class III gaming on the South Bend Site.

41 **Sec. 6. "Compliance Oversight"** means activities reasonably  
 42 required to ensure that Class III gaming at the South Bend Site is



1 being conducted in compliance with the express requirements of  
2 this Compact. Consistent with IC 4-29.5-4, Compliance Oversight  
3 shall not involve the exercise of any enforcement or other  
4 regulatory authority. Except where expressly stated otherwise in  
5 this Compact, Compliance Oversight activities shall be undertaken  
6 in compliance with IC 4-29.5-4-16.

7 Sec. 7. "Confidential Information" means financial information,  
8 proprietary information, trade secrets, plans, methods, data,  
9 capital development, inventions or other information regarding the  
10 Band's Class III gaming operations and the games conducted by  
11 the Band, and any other gaming and non-gaming business activities  
12 conducted at the Gaming Facility and ancillary to such Class III  
13 gaming operations. The term does not include information that: (1)  
14 is publicly available or becomes publicly available through no  
15 action or fault of the receiving party; (2) was in the receiving  
16 party's possession or already known to the receiving party prior to  
17 disclosure by the disclosing party, provided that the source of such  
18 information was not bound by any contractual, legal, or other  
19 obligation of confidentiality to the disclosing party with respect to  
20 such information; or (3) is independently developed by the  
21 receiving party without the use of Confidential Information.

22 Sec. 8. "Electronic Game of Chance" means a "slot machine"  
23 and "electronic or electromechanical facsimiles of any game of  
24 chance" as those terms are defined in 25 C.F.R. 502.4(b) and 25  
25 C.F.R. 502.8. The term Electronic Game of Chance does not  
26 include a toy crane machine, as defined in IC 35-45-5-1(k), or any  
27 other device played for amusement that rewards a player  
28 exclusively with a toy, a novelty, candy, other noncash  
29 merchandise, or a ticket or coupon redeemable for a toy, a novelty,  
30 or other noncash merchandise that has a wholesale value of not  
31 more than the lesser of ten (10) times the amount charged to play  
32 the amusement device one (1) time or twenty-five dollars (\$25). The  
33 term also does not include any electronic gaming devices that are  
34 Class II games under IGRA.

35 Sec. 9. "Endorsement Date" means the date that the Compact  
36 was endorsed on behalf of the Band in accordance with  
37 IC 4-29.5-11-1(1).

38 Sec. 10. "Fraud or Misrepresentation" means a criminal offense  
39 committed in Indiana or any other jurisdiction, involving, theft,  
40 fraud, or misrepresentation, which is a felony or would be a felony  
41 if committed in Indiana, and which was committed as an adult or  
42 prosecuted as an adult offense, and which has not been effectively



1 removed from such person's criminal record by executive pardon,  
2 state or federal court order, or operation of law. This term does not  
3 include arrests which have been sealed, convictions which have  
4 been expunged by a court, or traffic infractions.

5 **Sec. 11. "Gambling Game" means:**

6 (1) gambling game as defined under IC 4-33-2-9 and  
7 IC 4-35-2-5; and

8 (2) any game authorized under IC 4-30, IC 4-31, IC 4-32.3, or  
9 IC 4-36 if such game is played in an electronic or  
10 electromechanical format, including without limitation any  
11 video gaming terminal that simulates the play of any game  
12 through the use of a video display, that replicates such game  
13 by incorporating all of the essential characteristics of the  
14 game.

15 **Sec. 12. "Gambling Operation" means:**

16 (1) a gambling operation as that term is defined in  
17 IC 4-33-2-10 and any permit holder under IC 4-35-2-9 if the  
18 permit holder is licensed to conduct Gambling Games  
19 pursuant to IC 4-35-5; and

20 (2) any other single location that is permitted to conduct more  
21 than fifteen (15) Gambling Games as that term is defined in  
22 section 11(2) of this chapter.

23 **Sec. 13. "Gaming Facility" means any building located on the**  
24 **South Bend Site where Class III gaming is conducted by the Band**  
25 **in accordance with this Compact. The term Gaming Facility is**  
26 **limited to the footprint of the Gaming Facility on the South Bend**  
27 **Site and does not include any gaming-related commercial amenities**  
28 **located within or adjoining such Facility, including without**  
29 **limitation restaurants, bars, hotels, spas, and retail shops, provided**  
30 **that Class III gaming is not conducted within such amenities.**

31 **Sec. 14. "Gaming Official or Employee" (collectively, "Gaming**  
32 **Officials and Employees") means regarding Class III gaming**  
33 **activities at each Gaming Facility: (i) primary management**  
34 **officials and key employees as those terms are defined by IGRA,**  
35 **NIGC regulations, and Pokagon Band Gaming Regulations, (ii) all**  
36 **other employees whose regular job duties require access to**  
37 **restricted areas or involvement in Class III gaming activities at a**  
38 **Gaming Facility, and (iii) consultants providing gaming-related**  
39 **services directly to a Class III gaming operation (except legal**  
40 **counsel).**

41 **Sec. 15. "NIGC" means the National Indian Gaming**  
42 **Commission established by the IGRA.**





1           **Sec. 16. "Net Win"** means the total amount wagered on each  
2 **Electronic Game of Chance**, minus the total amount paid to players  
3 **for winning wagers at such Electronic Games of Chance**. For  
4 **purposes of calculating Net Win**, the total amount wagered shall  
5 **not include the value of Promotional Wagers**. The total amount of  
6 **prizes paid to players for winning wagers at each Electronic Game**  
7 **of Chance shall include all prizes, consisting of electronic credits on**  
8 **each Electronic Game of Chance, cash, check, or merchandise from**  
9 **all wagers, including Promotional Wagers**. The formula prescribed  
10 **here for calculating Net Win applies only to the calculation of the**  
11 **payments due under this Compact and is not intended to preclude**  
12 **the Band from otherwise following accepted GAAP and AICPA**  
13 **Guidelines in its general accounting practices in compliance with**  
14 **IGRA and this Compact**.

15           **Sec. 17. "Payment Period"** means a twelve-month fiscal period  
16 **beginning on August 1 and ending on July 31 of each year**.

17           **Sec. 18. "Person"** means a business, individual, proprietorship,  
18 **firm, partnership, joint venture, syndicate, trust, labor**  
19 **organization, company, corporation, association, committee, state,**  
20 **local government, government instrumentality or entity, or any**  
21 **other organization or group of persons acting jointly**.

22           **Sec. 19. "Pokagon Band Gaming Regulations"** means: (i) the  
23 **Pokagon Band Gaming Regulatory Act enacted into law by the**  
24 **Band and approved by the NIGC in accordance with IGRA, (ii) all**  
25 **gaming regulations duly promulgated by the Pokagon Band**  
26 **Gaming Commission in implementation of the Pokagon Band**  
27 **Gaming Regulatory Act, (iii) IGRA, and (iv) this Compact to**  
28 **authorize and govern Class III gaming on the South Bend Site**. The  
29 **Band shall provide to the State copies of: (i) any amendment to the**  
30 **Pokagon Band Gaming Regulatory Act within thirty (30) days of**  
31 **the date of approval of such amendment by the NIGC and (ii) any**  
32 **amendment to gaming regulations promulgated by the Pokagon**  
33 **Band Gaming Commission within thirty (30) days of the date such**  
34 **regulations are final and in effect**. The Band hereby agrees that at  
35 **least thirty (30) days prior to the commencement of any Class III**  
36 **gaming on the South Bend Site it shall enact amendments to the**  
37 **Pokagon Band Gaming Regulatory Act and shall promulgate**  
38 **regulations to incorporate the regulatory requirements of this**  
39 **Compact and, to the extent expressly required by this Compact,**  
40 **Indiana law**.

41           **Sec. 20. "Promotional Wagers"** shall include wagers made by  
42 **patrons using non-cashable vouchers, coupons, electronic credits,**



1 or electronic promotions provided by the Band without monetary  
2 consideration and which have no cash redemption value.

3 **Sec. 21. "South Bend Site"** means the trust and reservation  
4 lands acquired under section 6 of the Pokagon Restoration Act  
5 located in the City that consist of approximately 166 acres that  
6 were taken into trust for the Band by the United States on  
7 November 28, 2016, 81 Fed. Reg. 89499-89504, which lands the  
8 United States federal government determined are eligible for  
9 gaming under IGRA 2719. Class III gaming may only be conducted  
10 on the South Bend Site by the Band under this Compact.

11 **Sec. 22. "Table Game"** means any "house banking card game"  
12 as that term is defined in 25 C.F.R. 502.4(a). The term does not  
13 include any games or gaming devices that are Class II games under  
14 IGRA.

15 **Sec. 23. "Tribal Chairperson"** means the duly elected  
16 Chairperson of the Tribal Council of the Band.

17 **Sec. 24.** References in this chapter and elsewhere in this  
18 Compact to State, Band, or federal laws and regulations include all  
19 amendments thereto and any successor laws and regulations that  
20 may be enacted or promulgated.

21 **Chapter 3. Authorized Class III Games**

22 **Sec. 1.** The Band may lawfully conduct on the South Bend Site  
23 only the following forms of Class III gaming that may be lawfully  
24 conducted by any other person under Indiana law:

- 25 (1) Electronic Games of Chance;  
26 (2) Baccarat and mini-baccarat; chemin-de-fer; twenty-one  
27 (21) or blackjack; poker, including but not limited to  
28 Caribbean Stud poker, Let-It-Ride, and pai gow poker (to the  
29 extent not played as a house banking game); and all other  
30 banking card games that are not treated as Class II gaming  
31 pursuant to 25 U.S.C. 2703(7)(C);  
32 (3) Roulette, craps, pai gow, Klondike, Big Six wheels, Sic bo,  
33 dice, and all other table games;  
34 (4) Sports wagering as permitted and defined under IC 4-38  
35 and paid fantasy sports games as permitted and defined under  
36 IC 4-33-24; and  
37 (5) Keno, raffles, pull tabs, and similar games permitted  
38 under IC 4-32.3.

39 **Sec. 2.** Additional Class III games may be lawfully offered by  
40 the Band only by mutual agreement of the Band and the State as  
41 follows:

- 42 (1) The Band shall request additional Class III games by letter



1 from the Tribal Chairperson on behalf of the Band to the  
 2 Governor on behalf of the State. The request shall identify the  
 3 additional proposed Class III gaming activities with  
 4 specificity and any proposed amendments to the Pokagon  
 5 Band Gaming Regulatory Act.

6 (2) The State, acting through the Governor, shall approve the  
 7 Band's request within ninety (90) days after receipt if the  
 8 Governor determines the following criteria have been  
 9 satisfied:

10 (A) The proposed gaming activities are permitted in the  
 11 State for any purpose by any person, organization, or  
 12 entity; and

13 (B) The provisions of this Compact are adequate to fulfill  
 14 the policies and purposes set forth in IGRA with respect to  
 15 such additional games.

16 The Governor's determination shall be a final decision of the State,  
 17 subject to the dispute resolution procedures in IC 4-29.5-7.

18 Sec. 3. Sports wagering and paid fantasy sports games  
 19 authorized to be conducted by the Band under this Compact may  
 20 be conducted and offered by the Band on internet and mobile  
 21 platforms only so long as the wagers on such platforms are  
 22 initiated by patrons who are physically present on the South Bend  
 23 Site at the time the wager is initiated, and the wager is placed,  
 24 received, or otherwise made at a Gaming Facility.

25 Sec. 4. The number of games that may be operated or played on  
 26 the South Bend Site cannot exceed the greatest number of games  
 27 offered by a State licensed owner or operating agent as of the  
 28 effective date of this Compact, which is three thousand four  
 29 hundred three (3,403) games. Except as otherwise specifically  
 30 provided in this Compact, the Band may determine, by Band law  
 31 or regulation, the hours or period of operation and limits on  
 32 wagers or pot size for Class III gaming on the South Bend Site. For  
 33 purposes of this section, the term "games" means any gambling  
 34 game expressly permitted under this chapter and as that term is  
 35 defined by IC 4-33-2-9 and IC 4-35-2-5.

36 Sec. 5. Except as expressly authorized by this Compact for  
 37 sports wagering and paid fantasy sports games under section 3 of  
 38 this chapter, the Band shall not conduct or allow any other person  
 39 to conduct any form of internet gaming or mobile wagering under  
 40 this Compact; provided, however, that to the extent that the State  
 41 authorizes a State licensed owner or operating agent to conduct  
 42 other forms of Class III gaming on internet or mobile platforms,



1 then the Band also may conduct those same forms of Class III  
 2 gaming on internet and mobile platforms to the same extent  
 3 authorized for the State licensed owner or operating agent, but  
 4 only so long as the wagers on such platforms are initiated by  
 5 patrons who are physically present on the South Bend Site at the  
 6 time the wager is initiated, and the wager is placed, received, or  
 7 otherwise made at a Gaming Facility.

8 **Sec. 6.** Notwithstanding anything to the contrary in this chapter,  
 9 this Compact does not authorize the operation of any of the  
 10 following forms of Class III gaming:

11 (1) Any form of wagering on live or simulcast horse racing or  
 12 dog racing; and

13 (2) Lottery games as defined in 65 IAC 1-1-1, except to the  
 14 extent such games are authorized as approved gambling  
 15 activities under IC 4-32.3.

16 **Chapter 4. Administration and Regulation of Class III Gaming**

17 **Sec. 1.** The Band shall maintain at all times while this Compact  
 18 remains in effect Pokagon Band Gaming Regulations in compliance  
 19 with IGRA and governing all aspects of the Band's Class III  
 20 gaming operations on the South Bend Site.

21 **Sec. 2.** With respect to sports wagering authorized under  
 22 IC 4-29.5-3, the Band shall adopt as part of the Pokagon Band  
 23 Gaming Regulations those regulatory standards embodied in  
 24 Indiana laws, rules, directives, and regulations related to who may  
 25 place such wagers, geofence testing and standards, network  
 26 diagrams, wager types and approved events, internal control  
 27 procedures, change management for event wagering, and field  
 28 testing requirements.

29 **Sec. 3.** With respect to paid fantasy sports games authorized  
 30 under IC 4-29.5-3, the Band shall adopt as part of the Pokagon  
 31 Band Gaming Regulations those regulatory standards embodied in  
 32 Indiana laws, rules, directives, and regulations related to who may  
 33 participate in a paid fantasy sports game, game operator  
 34 requirements and rules, prizes, and financial reserves.

35 **Sec. 4.** With respect to other forms of Class III gaming on  
 36 internet or mobile platforms authorized under IC 4-29.5-3-5, the  
 37 Band shall adopt as part of the Pokagon Band Gaming Regulations  
 38 internal control requirements and technical standards that are at  
 39 least as stringent as the State internal control requirements and  
 40 technical standards for those other forms of Class III gaming on  
 41 internet or mobile platforms.

42 **Sec. 5.** The regulatory requirements of this chapter shall apply



1 to the conduct of all Class III gaming authorized by the Compact.  
2 At all times during which the Band conducts any Class III gaming  
3 under this Compact, the Band shall maintain, as part of the  
4 Pokagon Band Gaming Regulations requirements at least as  
5 restrictive as those set forth herein.

6 **Sec. 6.** The Band shall license, operate, and regulate all Class III  
7 gaming activities pursuant to this Compact, Band law, IGRA, and  
8 all other applicable federal law. This shall include but not be  
9 limited to the licensing of Gaming Officials and Employees. In its  
10 operation and regulation of Class III gaming on the South Bend  
11 Site, the Band shall promptly address and resolve any material  
12 violation of this Compact and Band and federal laws, including  
13 IGRA, that are applicable to Class III gaming.

14 **Sec. 7.** If the Band's Certificate of Self-Regulation is revoked by  
15 the NIGC, then the State may, in its discretion and in coordination  
16 with the Pokagon Band Gaming Commission, engage in  
17 Compliance Oversight activities regarding the licensing of all  
18 Gaming Officials and Employees pursuant to this Compact and the  
19 applicable standards in the Pokagon Band Gaming Regulations.  
20 The Band shall cooperate with the State in its Compliance  
21 Oversight efforts regarding the applicable licensing standards. The  
22 State's right to engage in Compliance Oversight regarding the  
23 licensing of Gaming Officials and Employees will become effective  
24 immediately on the date the Band's Certificate of Self-Regulation  
25 is revoked, notwithstanding any appeal of such revocation the  
26 Band may pursue pursuant to 25 U.S.C. 2714. The State's right to  
27 engage in Compliance Oversight of the licensing of Gaming  
28 Officials and Employees shall cease to be effective immediately on  
29 the date that the NIGC re-issues a Certificate of Self-Regulation to  
30 the Band.

31 **Sec. 8.** Regarding the management of the Band's gaming  
32 operations, the Band shall have the sole proprietary interest and  
33 shall be the primary beneficiary of the Band's gaming operations.  
34 A Gaming Facility at which Class III gaming operations are  
35 authorized under this Compact shall be owned solely by the Band.

36 **Sec. 9.** The Band may not license, hire, or employ as a Gaming  
37 Official or Employee any person who:

- 38 (1) Is under the age of eighteen (18); or  
39 (2) Has been convicted of or entered a plea of guilty or no  
40 contest to a gambling-related offense, or Fraud or  
41 Misrepresentation; or  
42 (3) Has been convicted of or entered a plea of guilty or no



1 contest to Any Offense within the immediately preceding five  
 2 years; this provision shall not apply if that person is a Band  
 3 citizen and has been determined by the Band to be a person  
 4 who is not likely again to engage in any offensive or criminal  
 5 course of conduct and the public good does not require that  
 6 the applicant be denied a license as a Gaming Official or  
 7 Employee; or

8 (4) Is determined by the Band to have participated in  
 9 organized crime or unlawful gambling or whose prior  
 10 activities, criminal records, reputation, habits, and/or  
 11 associations pose a threat to the public interest or to the  
 12 effective regulation and control of gaming, or create or  
 13 enhance the dangers of unsuitable, unfair, or illegal practices,  
 14 methods, and activities in the conduct of gaming or to the  
 15 carrying on of the business and financial arrangements  
 16 incidental to the conduct of gaming; or

17 (5) Was denied a license by the Indiana Gaming Commission  
 18 or had his or her license revoked by the Indiana Gaming  
 19 Commission, as verified by the Indiana Gaming Commission  
 20 to the Band, and such person remains ineligible for a license  
 21 from the Indiana Gaming Commission.

22 The Band shall provide notice to the State if the Band denies a  
 23 license to any person applying for a license as a Gaming Official or  
 24 Employee or if the Band revokes a license from a Gaming Official  
 25 or Employee. The notice to the State shall include the person's  
 26 name and the reasons for denial or revocation of a license.

27 Sec. 10. All management contracts entered into by the Band  
 28 regarding its Class III gaming facilities operated pursuant to this  
 29 Compact shall conform to all the requirements of IGRA, including  
 30 section 2711, and Band law. If the Band submits to the NIGC for  
 31 review a draft management contract for the operation of any  
 32 Gaming Facility, the Band shall within seven (7) days of such  
 33 submission provide a copy of the draft management contract to the  
 34 State. Upon NIGC approval of such management contract, the  
 35 Band shall within seven (7) days of the execution of such  
 36 management contract provide the State with a copy of the executed  
 37 management contract.

38 Sec. 11. All accounting and financial activities for Class III  
 39 gaming under this Compact shall conform to industry standards  
 40 and generally accepted accounting principles (GAAP). Accounting  
 41 records shall be kept on a double entry system of accounting,  
 42 maintaining detailed, supporting, subsidiary records. The Band



1 shall maintain the following records for not less than three (3)  
2 years:

- 3 (1) Revenues, expenses, assets, liabilities, and equity for the  
4 location at which Class III gaming is conducted;  
5 (2) Daily cash transactions for each Class III gaming activity  
6 at each Class III gaming operations, including but not limited  
7 to transactions relating to each gaming table bank, game drop  
8 box, and gaming room bank;  
9 (3) All markers, IOUs, returned checks, hold checks, or other  
10 similar credit instruments;  
11 (4) Individual and statistical game records (except for card  
12 games) to reflect statistical drop and statistical win; for  
13 electronic, computer, or other technologically assisted games,  
14 analytic reports which show the total amount of cash wagered  
15 and the total amount of prizes won;  
16 (5) Contracts, correspondence, and other transaction  
17 documents relating to all vendors and contractors;  
18 (6) Records of all gaming enforcement activities;  
19 (7) Audits prepared by or on behalf of the Band; and  
20 (8) Personnel information on all Gaming Officials and  
21 Employees, including rotation sheets, hours worked, employee  
22 profiles, and background checks.

23 Sec. 12. No person under the age of twenty-one (21) may  
24 participate in any Class III game.

25 Sec. 13. The Band shall not conduct any Class III gaming within  
26 the State outside of the South Bend Site under this Compact. This  
27 prohibition includes accepting any wagers initiated on any internet  
28 or mobile platforms from patrons who are not physically present  
29 on the South Bend Site at the time the wager is initiated.

30 Sec. 14. The rules of each Class III card and table game shall be  
31 posted in a prominent place in proximity to the locations where  
32 such games are played and must designate:

- 33 (1) The maximum rake-off percentage, time buy-in, or other  
34 fee charged;  
35 (2) The number of raises allowed;  
36 (3) The monetary limit of each raise;  
37 (4) The amount of ante; and  
38 (5) Other rules as may be necessary.

39 Sec. 15. Upon the request of the State, the Band shall within  
40 thirty (30) days of such request provide to the State copies of its  
41 eligibility determination and investigative reports on any and all  
42 Gaming Officials and Employees required to be licensed under 25



1 C.F.R. Part 556, the Band's Gaming Regulatory Act, or this  
 2 Compact to allow the State to make an independent determination  
 3 as to the suitability of these individuals, consistent with the  
 4 standards set forth in section 9 of this chapter. The Band shall not  
 5 license any person as a Gaming Official or Employee if that person  
 6 has been denied a license or had a license revoked by the Indiana  
 7 Gaming Commission and such person remains ineligible for a  
 8 license from the Indiana Gaming Commission.

9 Sec. 16. The regulatory requirements set forth in this chapter  
 10 shall be administered and enforced as follows:

11 (1) The Band shall have sole responsibility to administer and  
 12 enforce the regulatory requirements set forth in this Compact.

13 (2) A representative authorized in writing by the Governor of  
 14 the State or his or her designee shall have the following right  
 15 to inspect all Gaming Facilities and all records related to  
 16 Class III gaming under this Compact, including those records  
 17 set forth in section 11 of this chapter, subject to the following  
 18 conditions:

19 (A) With respect to public areas, at any time without prior  
 20 notice;

21 (B) With respect to private areas not accessible to the  
 22 public, at any time during normal business hours, with  
 23 twelve (12) hours prior written notice; and

24 (C) With respect to inspection and copying of all records  
 25 relating to Class III gaming, with forty-eight (48) hours  
 26 prior written notice, not including weekends.

27 If the Band's Certificate of Self-Regulation is revoked, then the  
 28 State may inspect the Band's Class III gaming operations at any  
 29 time without prior notice. The State's right to inspect the Band's  
 30 Class III gaming operations under this section in such manner will  
 31 become effective immediately on the date the Certificate of  
 32 Self-Regulation is revoked notwithstanding any appeal of such  
 33 revocation the Band may pursue pursuant to 25 U.S.C. 2714. The  
 34 State's right under this section to conduct inspections of the Band's  
 35 Class III gaming operations without advance notice shall cease to  
 36 be effective immediately on the date that the NIGC re-issues a  
 37 Certificate of Self-Regulation to the Band.

38 Sec. 17. (a) Confidentiality. Except as expressly allowed by the  
 39 exceptions defined below, and subject to Indiana law, the State  
 40 agrees to maintain in confidence and to never disclose to any third  
 41 party any Confidential Information provided to the State by the  
 42 Band or prepared by the State through its access to such





1 Confidential Information under the terms of this Compact. The  
2 State, including without limitation any State official, employee,  
3 agency, or entity that has received any such Confidential  
4 Information from the Band shall: (i) maintain all such Confidential  
5 Information in a secure place accessible only to authorized State  
6 officials and employees, and (ii) adopt procedures and regulations  
7 to protect the Confidential Information from unauthorized  
8 disclosure without the prior approval of a duly authorized  
9 representative of the Band. Nothing contained in this section shall  
10 be construed to prohibit:

11 (1) The furnishing of any information to a law enforcement or  
12 regulatory agency of the Federal or State government or to  
13 the State government pursuant to a lawful request of such  
14 agency or government;

15 (2) The State from making known the names of persons  
16 engaged in the conduct of Class III gaming activities pursuant  
17 to the terms of this Compact, the locations at which Class III  
18 gaming activities are conducted, or the dates on which such  
19 activities are conducted pursuant to the terms of this  
20 Compact;

21 (3) Publishing the terms of this Compact;

22 (4) Disclosing information as necessary to audit, investigate,  
23 prosecute, or arbitrate suspected violations of this Compact,  
24 subject to all limitations in this Compact;

25 (5) Complying with any law, subpoena, or court order,  
26 provided that the State first notifies the Band of any request  
27 or demand for the release of Confidential Information under  
28 this section in order to provide the Band an opportunity to  
29 challenge such request or demand or to initiate proceedings  
30 under IC 4-29.5-7 or other applicable law to resolve any  
31 dispute regarding the State's anticipated disclosure of such  
32 Confidential Information.

33 (b) Notwithstanding subsection (a), the Band agrees that the  
34 State may disclose the following documents and information to the  
35 public: the Pokagon Band Gaming Regulatory Act and the  
36 Pokagon Band Gaming Regulations; final rulings of the Pokagon  
37 Band Gaming Commission except to the extent that such rulings  
38 are subject to a confidentiality order; other information and  
39 documents of the Pokagon Band Gaming Commission and the  
40 Band's Class III gaming operations that have been made available  
41 to the public; the amount of annual revenue sharing payments to  
42 the State pursuant to IC 4-29.5-17; and correspondence between



1 the Band or a Band entity and the State or a State entity, unless  
2 such correspondence is specifically marked or labeled  
3 "Confidential".

4 **Sec. 18. (a) Semi-Annual Reimbursement Payments to the State**  
5 **for Compact Oversight Costs.** The Band shall make semi-annual  
6 reimbursement payments ("Reimbursement Payments") for the  
7 Class III gaming operations at the South Bend Site in the amount  
8 of fifty thousand dollars (\$50,000) or five hundredths of one  
9 percent (0.05%) of the semi-annual Net Win, whichever amount is  
10 greater, to the Indiana Gaming Commission, or to its successor as  
11 determined by law, to be applied by the State toward the costs it  
12 incurs in carrying out functions authorized by the terms of this  
13 Compact.

14 (b) If the Band's Certificate of Self-Regulation is revoked, then  
15 the Band shall cease to be responsible for the Reimbursement  
16 Payments required under subsection (a) and shall thereafter be  
17 responsible for reimbursing the State for the actual costs incurred  
18 by the Indiana Gaming Commission, or its successor as determined  
19 by law, in carrying out Compliance Oversight functions authorized  
20 by the terms of this Compact, provided that the total amount of  
21 each such Reimbursement Payment under this subsection shall be  
22 capped at 0.3% of the semi-annual Net Win. The Band's obligation  
23 to reimburse the State for the Indiana Gaming Commission's  
24 actual oversight costs shall be effective immediately on the date the  
25 Certificate of Self-Regulation is revoked notwithstanding any  
26 appeal of such revocation the Band may pursue pursuant to 25  
27 U.S.C. 2714. The Band's obligation to reimburse the State for the  
28 actual oversight costs incurred by the Indiana Gaming  
29 Commission shall cease to be effective immediately on the date that  
30 the NIGC re-issues a Certificate of Self-Regulation to the Band and  
31 thereafter the Band shall be responsible for the Reimbursement  
32 Payment due under subsection (a).

33 (c) The Reimbursement Payments owed under subsection (a) or  
34 subsection (b) shall be based on a six-month payment period that  
35 commences on August 1 and February 1, respectively, of each year  
36 (each six-month payment period is referred to as a  
37 "Reimbursement Period"). Any payment due and owing for that  
38 Reimbursement Period shall be made within sixty (60) days after  
39 the end of that Reimbursement Period. A payment required under  
40 subsection (a) that ceases to be owed under the terms of subsection  
41 (b) shall be prorated for a partial Reimbursement Period and the  
42 payment obligations under subsection (b) shall thereafter apply to



1 the remaining portion of the Reimbursement Period.

2 Sec. 19. In the event the State believes that the Band is not  
3 administering and enforcing the regulatory requirements set forth  
4 herein, it may invoke the procedures set forth in IC 4-29.5-7.

5 Sec. 20. The Band shall comply with all applicable provisions of  
6 the Bank Secrecy Act, P.L.91-508, October 26, 1970, 31 U.S.C. 5311  
7 *et seq.*, as amended.

8 Sec. 21. The Band shall conduct its Class III gaming authorized  
9 under this Compact pursuant to an internal control system that  
10 implements minimum internal control standards for Class III  
11 gaming that are no less stringent than the applicable Minimum  
12 Internal Control Standards set forth in this Compact and NIGC  
13 regulations. If the Band's Certificate of Self-Regulation is revoked,  
14 thereafter the Band shall be required to provide a copy of any  
15 amendment to its internal control standards to the Indiana Gaming  
16 Commission within thirty (30) days of the effective date of such  
17 amendment under Band law. If the Indiana Gaming Commission  
18 determines that such standards fail to meet the Minimum Internal  
19 Control Standards of this Compact or applicable NIGC  
20 regulations, the Indiana Gaming Commission shall within thirty  
21 (30) days of receiving such amendments, provide the Band with a  
22 written notice that specifically identifies the Band internal control  
23 standard at issue and the applicable standard under this Compact  
24 or NIGC regulations, and, as warranted, an explanation of the  
25 reasons underlying the State's determination. Within thirty (30)  
26 days of receiving such notice from the State, the Band shall provide  
27 a written response to the State that either: (i) refutes the State's  
28 determination; or (ii) identifies proposed amendments to the  
29 Band's internal control standards to correct the inconsistency, the  
30 timeframe for adopting such amendments, and any proposed  
31 interim compliance measures to ensure compliance with this  
32 compact and NIGC regulations. The State's right to such  
33 Compliance Oversight of the Band's internal control systems shall  
34 become effective immediately on the date the Certificate of  
35 Self-Regulation is revoked notwithstanding any appeal of such  
36 revocation the Band may pursue pursuant to 25 U.S.C. 2714. The  
37 State's right to such Compliance Oversight of the Band's internal  
38 control system shall cease to be effective immediately on the date  
39 that the NIGC re-issues a Certificate of Self-Regulation to the  
40 Band. The State retains the right, however, to ensure compliance  
41 with this subsection in accordance with section 16 of this chapter  
42 regardless of the status of the Band's Certificate of Self-Regulation.



1           **Sec. 22.** In furtherance of this chapter, the Band shall notify the  
 2 State immediately in writing if the Band's Certificate of  
 3 Self-Regulation is revoked. The Band shall also notify the State: (i)  
 4 within three (3) business days of any material changes in  
 5 circumstances that create a duty to advise the NIGC under 25  
 6 C.F.R. 518.11, and (ii) within one (1) business day upon receipt of  
 7 a notice from the NIGC advising the Band of the NIGC's intent to  
 8 revoke the Band's Certificate of Self-Regulation.

9           **Chapter 5. Employee Benefits**

10           **Sec. 1.** The Band shall provide to any employee whose job duties  
 11 involve the conduct of Class III gaming at any Gaming Facility  
 12 pursuant to this Compact, benefits that are substantially equivalent  
 13 to the benefits to which the employee would be entitled by virtue of  
 14 the Indiana Employment Security Act, (Indiana P.L.21-1995, Sec.  
 15 61, as amended, IC 22-4-1 *et seq.*), and the Indiana Worker's  
 16 Compensation Act, (Indiana P.L.144-1986, Sec. 21, as amended,  
 17 IC 22-3-1-1 *et seq.*) if his or her employment services were  
 18 provided to an employer engaged in a business enterprise which is  
 19 subject to, and covered by, the respective Public Acts. The Band  
 20 shall, or shall require that its insurance carrier provide written  
 21 notice to the Worker's Compensation Board of Indiana in  
 22 accordance with the requirements of IC 22-3-4-13 regarding any  
 23 employee described in this chapter, which notice shall include  
 24 information that is substantially equivalent to the information  
 25 requested on State Form 34401, First Report of Employee Injury,  
 26 Illness. Nothing in this chapter shall be construed as subjecting the  
 27 Band to the procedural and administrative processes of Indiana  
 28 law or to the authority or jurisdiction of Indiana administrative  
 29 bodies, tribunals, or judicial forums.

30           **Chapter 6. Providers of Class III Gaming Equipment or  
 31 Supplies**

32           **Sec. 1.** No Class III games of chance, gaming equipment, or  
 33 gaming supplies may be purchased, leased, or otherwise acquired  
 34 by the Band unless the Class III games, equipment, or supplies  
 35 meet the technical equipment standards of the State of Indiana, the  
 36 State of Nevada, or the State of New Jersey.

37           **Sec. 2.** Prior to entering into any lease or purchase agreement  
 38 for Class III games of chance, gaming equipment, or gaming  
 39 supplies, the Band shall obtain sufficient information and  
 40 identification from the proposed seller or lessor and all persons  
 41 holding any direct or indirect financial interest in the lessor or the  
 42 lease/purchase agreement to permit the Pokagon Band Gaming



1 Commission to conduct a background check on those persons. The  
2 Band shall not enter into any lease or purchase agreement for  
3 Class III games of chance, gaming equipment, or gaming supplies  
4 with any person or entity if the lessor or seller, or any manager or  
5 person holding direct or indirect financial interest in the lessor or  
6 seller or the proposed lease/purchase agreement, is determined to  
7 have participated in or have involvement with organized crime or  
8 has been convicted of or entered a plea of guilty or no contest to a  
9 gambling-related offense, or Fraud or Misrepresentation, or has  
10 been convicted of or entered a plea of guilty or no contest to any  
11 other felony offense within the immediately preceding five years,  
12 unless that person has been pardoned. The Band shall also not  
13 enter into any lease or purchase agreement for Class III games of  
14 chance, gaming equipment, or gaming supplies unless the seller or  
15 lessor is licensed by the Pokagon Band Gaming Commission.

16 Sec. 3. The seller, lessor, manufacturer, or distributor shall  
17 provide, assemble, and install all Class III games of chance, gaming  
18 equipment, and gaming supplies in a manner approved and  
19 licensed by the Pokagon Band Gaming Commission. The Band  
20 shall not enter into any lease or purchase agreement for Class III  
21 games of chance, gaming equipment, or supplies unless the seller,  
22 lessor, manufacturer, or distributor is licensed by the Pokagon  
23 Band Gaming Commission.

24 Sec. 4. Any testing of Class III games of chance, gaming  
25 equipment, and gaming supplies shall be conducted by an  
26 independent testing laboratory that has been certified for  
27 compliance with applicable International Organization for  
28 Standardization (ISO)/International Electrotechnical Commission  
29 (IEC) standards for technical competence by an ISO/IEC  
30 accreditation body that is a signatory to the International  
31 Laboratory Accreditation Cooperation (ILAC) Mutual  
32 Recognition Arrangement (MRA), or the substantially equivalent  
33 successor arrangement. The approval of such Class III games of  
34 chance, gaming equipment, and gaming supplies in accordance  
35 with applicable standards shall be subject to the exclusive  
36 regulatory authority of the Pokagon Band Gaming Commission.

#### 37 Chapter 7. Dispute Resolution

38 Sec. 1. In the event that either party to this Compact believes  
39 that the other party has failed to comply with the requirements of  
40 this Compact or has otherwise breached any provision of this  
41 Compact, or in the event of any dispute hereunder, including but  
42 not limited to a dispute over the proper interpretation of the terms



1 and conditions of this Compact, such party may invoke the dispute  
2 resolution procedures set forth in this chapter.

3 **Sec. 2. Informal Dispute Resolution.** The party asserting  
4 noncompliance or seeking an interpretation of any provision of this  
5 Compact shall serve written notice on the other party. The notice  
6 shall identify the specific Compact provision alleged to have been  
7 violated or in dispute and shall specify in detail the asserting  
8 party's contention and any factual and legal basis for the claim or  
9 dispute. Representatives of the State and the Band shall meet  
10 within thirty (30) calendar days of receipt of the notice in an effort  
11 to resolve the claim or dispute, unless the parties mutually agree to  
12 extend this period.

13 **Sec. 3. Federal Court Jurisdiction.** In the event that the Band  
14 and the State are unable to resolve a claim or dispute through the  
15 process specified in section 2 of this chapter within ninety (90) days  
16 after service of the required notice in section 2 of this chapter, the  
17 party asserting noncompliance or seeking an interpretation of any  
18 provision of this Compact may pursue resolution through an action  
19 brought in a United States District Court ("federal court"). In  
20 order to effectuate this section, and in the exercise of its  
21 sovereignty, the Band expressly and irrevocably waives its  
22 sovereign immunity in connection with any action brought in a  
23 federal court to resolve any claim or dispute under this Compact.  
24 In order to effectuate this section, and in the exercise of its  
25 sovereignty, the State expressly and irrevocably waives its  
26 sovereign immunity in connection with any action brought in a  
27 federal court to resolve any claim or dispute under this Compact,  
28 provided that the State's waiver of its sovereign immunity under  
29 this section shall not extend to any claim or dispute related to the  
30 State's consideration of a renewal term or negotiation of a  
31 successor compact under IC 4-29.5-12 or to its consideration of a  
32 proposed amendment to this Compact under IC 4-29.5-16.

33 **Sec. 4. Binding Arbitration.** In the event that the Band and the  
34 State are unable to resolve a claim or dispute through the process  
35 specified in section 2 of this chapter within ninety (90) days after  
36 service of the required notice in section 2 of this chapter, the Band  
37 and the State may by mutual written consent as to such claim or  
38 dispute, agree to pursue resolution of the claim or dispute through  
39 binding arbitration. The party asserting noncompliance or seeking  
40 an interpretation of any provision of this Compact may, upon first  
41 obtaining such mutual written consent, pursue resolution through  
42 binding arbitration. Any arbitration under this authority shall be



1 conducted under the Commercial Arbitration Rules of the  
2 American Arbitration Association ("Rules") except that the  
3 arbitrators shall be attorneys who are licensed members of the  
4 Indiana State Bar, the State Bar of Michigan, or the bar of another  
5 state, in good standing, and shall be selected by the State  
6 appointing one arbitrator, the Band appointing a second  
7 arbitrator, and the two so appointed shall select a third arbitrator  
8 who shall serve as the chair. If the third arbitrator is not chosen in  
9 this manner within ten (10) days after the second arbitrator is  
10 appointed, the third arbitrator shall be selected in accordance with  
11 the Rules. The Band and the State shall each bear their own costs  
12 of arbitration and attorney fees and shall equally share the  
13 administrative cost and fees for the arbitration services. In order  
14 to effectuate this section, and in the exercise of its sovereignty, the  
15 Band expressly and irrevocably waives its sovereign immunity in  
16 connection with the arbitrator's jurisdiction and in any action  
17 brought in a federal court to: (1) enforce the Band's obligation to  
18 arbitrate, (2) enforce or confirm any arbitral award rendered in  
19 the arbitration, or (3) enforce or execute a judgment based upon  
20 the award. In order to effectuate this section, and in the exercise of  
21 its sovereignty, the State expressly and irrevocably waives its  
22 sovereign immunity in connection with the arbitrator's jurisdiction  
23 and in any action brought in a federal court to: (1) enforce the  
24 State's obligation to arbitrate, (2) enforce or confirm any arbitral  
25 award rendered in the arbitration, or (3) enforce or execute a  
26 judgment based upon the award.

27 **Sec. 5.** Nothing in this chapter shall be construed to waive, limit,  
28 or restrict any remedy which is otherwise available to either party  
29 to enforce or resolve disputes concerning the provisions of this  
30 Compact. The Band and the State agree that neither party shall be  
31 entitled to assert as part of a defense or response to any dispute  
32 resolution procedure under this chapter that there was a failure to  
33 first exhaust all administrative remedies or to first exhaust all  
34 Band remedies. Except as expressly stated otherwise, nothing in  
35 this Compact shall be deemed a waiver of the Band's sovereign  
36 immunity. Except as expressly stated otherwise, nothing in this  
37 Compact shall be deemed a waiver of the State's sovereign  
38 immunity.

39 **Chapter 8. Notice to Patrons**

40 **Sec. 1.** In each of its Class III gaming facilities on the South  
41 Bend Site, the Band shall post in a prominent location a notice to  
42 patrons at least two (2) feet by three (3) feet in dimension with the



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following language:

**NOTICE**

**THIS FACILITY IS REGULATED BY ONE OR MORE OF  
THE FOLLOWING: THE NATIONAL INDIAN GAMING  
COMMISSION, BUREAU OF INDIAN AFFAIRS OF THE U.S.  
DEPARTMENT OF THE INTERIOR, AND THE  
GOVERNMENT OF THE POKAGON BAND OF  
POTAWATOMI INDIANS**

**THIS FACILITY IS NOT REGULATED BY THE STATE OF  
INDIANA**

**Chapter 9. Infrastructure and Site Improvements**

**Sec. 1. Infrastructure and Serving Class III Gaming on the South Bend Site. To the extent that the Band determines that it is not feasible and desirable to extend existing Band infrastructure or develop new Band infrastructure to provide water, sewer, or other essential utility services to the South Bend Site in order to provide for the safe and sanitary operation of a Gaming Facility on such site, the Band shall arrange for such services to the site through public or private providers on such terms and at such costs as would apply to other similar customers under applicable law.**

**Sec. 2. Site Improvements. In the development and operation of any Gaming Facility, the Band shall maintain compliance with IGRA 2710(b)(2)(E) to ensure that the construction and maintenance of such Gaming Facility and its operation is conducted in a manner that adequately protects public health and safety and the environment. With respect to all improvements on the South Bend Site, the Band shall maintain legal standards that are at least as rigorous as corresponding Indiana laws pertaining to such site improvements, including but not limited to construction and safety standards for Class 1 structures in applicable model codes of the International Code Council or the National Fire Protection Association, as adopted and amended by the State. With respect to infrastructure and improvements to the South Bend Site, in addition to the Band's obligation to comply with the Band's Health And Safety Act and other Band law, the Band shall comply with the following laws: (i) applicable federal environmental laws and their implementing regulations, including without limitation the Endangered Species Act, the Clean Water Act, the Clean Air Act, and the National Indian Forest Resources Management Act; and (ii) with regard to any State regulated wetlands, the compensatory mitigation standards and requirements under IC 13-18-22. Prior to undertaking**





1 improvements to the South Bend Site that may implicate the  
 2 foregoing federal and Indiana environmental laws, the Band agrees  
 3 to coordinate with the Indiana Department of Environmental  
 4 Management to ensure Band compliance with such laws.

5 **Chapter 10. Parity**

6 **Sec. 1. Tax Parity.** Nothing in this Compact shall be deemed to  
 7 authorize the State to impose any tax, fee, charge, or assessment  
 8 upon the Band or any Band gaming operation or Gaming Facility  
 9 except for the reimbursement of expenses expressly authorized  
 10 pursuant to this Compact. To the extent that the Band is required  
 11 under federal law, however, to withhold federal income tax from  
 12 the gaming winnings of non-tribal patrons, the Band agrees to  
 13 withhold State individual income tax from gaming winnings of  
 14 non-tribal patrons in the amounts set forth in applicable Indiana  
 15 law. The Band shall maintain as enacted Band law Band taxes on  
 16 retail sales, food and beverage service, and hotel occupancy, which  
 17 taxes shall be in an amount that is equal to or greater than any  
 18 corresponding State and local taxes which would be applicable to  
 19 the Band's Class III gaming operation if it were not located on the  
 20 South Bend Site. The Band shall remit amounts withheld for State  
 21 individual income tax together with Indiana Department of  
 22 Revenue Form WH-1 to the Indiana Department of Revenue. The  
 23 Band shall also annually submit in accordance with due date under  
 24 Indiana law Indiana Department of Revenue Form WH-3 to the  
 25 Indiana Department of Revenue in order to reconcile the total  
 26 amounts remitted and submitted on Form WH-1 and the details of  
 27 the amounts withheld per individual.

28 **Sec. 2. Minority and Women-Owned Businesses.** The Band  
 29 agrees that it shall make a good faith effort to utilize certified  
 30 minority and women-owned businesses in an amount that is  
 31 consistent with the most recent disparity study conducted by the  
 32 Indiana Gaming Commission under IC 4-33-14-5(b) and  
 33 IC 4-35-11-6(b).

34 **Sec. 3. Child Support Withholdings.** If the Band is required to  
 35 file Form W-2G or a substantially equivalent form with the United  
 36 States Internal Revenue Service for a person who is a resident of  
 37 the State and has been identified through information supplied to  
 38 the Band by the Child Support Bureau of the Department of Child  
 39 Services established by IC 31-25-3-1 (the "Bureau") as delinquent  
 40 in child support, before payment of cash winnings to the person,  
 41 the Band:

42 (1) May deduct and retain an administrative fee in the amount



1 of the lesser of: (a) three percent (3%) of the amount of  
 2 delinquent child support withheld under subdivision 2(a); or  
 3 (b) one hundred dollars (\$100); and  
 4 (2) Shall (a) withhold the amount of delinquent child support  
 5 owed from the cash winnings; (b) transmit to the Bureau: (i)  
 6 the amount withheld for delinquent child support; and (ii)  
 7 identifying information, including the full name, address, and  
 8 Social Security Number of the obligor and the child support  
 9 case identifier, the date and amount of the payment, and the  
 10 name and location of the Band and the South Bend Site; and  
 11 (c) issue the obligor a receipt in a form prescribed by the  
 12 Bureau with the total amount withheld for delinquent child  
 13 support and the administrative fee.

14 The Bureau shall as soon as practicable provide information to the  
 15 Band concerning persons who are delinquent in child support.

16 Sec. 4. Emergency Plan. The Band shall within thirty (30) days  
 17 of the Effective Date submit to the State an emergency operation  
 18 plan as defined in Section 2.05 of the Pokagon Band Health and  
 19 Safety Act (an emergency response plan as defined in 68 IAC 8-2).  
 20 The Band shall within sixty (60) days of the end of each Payment  
 21 Period notify the State whether there have been any amendments  
 22 to its emergency operation plan and, if so, provide a copy of the  
 23 amended plan to the State. This requirement is intended to  
 24 facilitate cooperation between the State and the Band regarding  
 25 their mutual interest and responsibility to ensure public safety and  
 26 coordinate their efforts in the event of a public emergency response  
 27 at a Gaming Facility. The Band's emergency operation plan shall  
 28 comply with the minimum standards and requirements set forth in  
 29 68 IAC 8-2. This provision shall not be construed as requiring  
 30 compliance with the procedural requirements of 68 IAC 8-2 and  
 31 shall not be construed as subjecting the Band to State jurisdiction.

32 Sec. 5. Political donations. Any Band elected official, any entity  
 33 controlled or owned by the Band that operates a Gaming Facility,  
 34 or any officer of such entity may not make a contribution (as  
 35 defined in IC 3-5-2-15) to a candidate or a committee during the  
 36 following periods: (1) the duration of this Compact; and (2) the  
 37 three (3) years following the final expiration or termination of this  
 38 Compact. The following definitions apply for purposes of this  
 39 subsection. A "candidate" means a candidate for a state office, a  
 40 candidate for a legislative office, or a candidate for a local office.  
 41 A "committee" means a candidate's committee, a regular party  
 42 committee, a committee organized by a legislative caucus of the



1 house of the general assembly, or a committee organized by a  
2 legislative caucus of the senate of the general assembly.

3 **Sec. 6. Voluntary Exclusion Program.** The Band shall make all  
4 reasonable attempts to cease all direct marketing efforts to a  
5 person participating in the voluntary exclusion program  
6 established under IC 4-33-4-3 and to eject such person found  
7 within the Gaming Facility. The Band also shall make all  
8 reasonable efforts to avoid cashing the check or extending credit of  
9 any person at the Gaming Facility who is participating in the  
10 voluntary exclusion program. The Indiana Gaming Commission  
11 shall provide the Band with information necessary to ensure  
12 compliance with this subsection. The Band agrees to strictly  
13 maintain the confidentiality of participants in the program  
14 consistent with the standards under applicable Indiana law.

15 **Sec. 7. IGC Exclusion List.** The Band shall eject or exclude a  
16 person from its Gaming Facility authorized under this Compact if  
17 that person is placed on the Indiana Gaming Commission's  
18 Exclusion List pursuant to IC 4-33-4-7. The Indiana Gaming  
19 Commission shall as soon as practicable provide the Band with  
20 information necessary to ensure compliance with this subsection.  
21 The Band shall as soon as practicable provide to the State a list of  
22 any persons ejected or excluded from any Band facility where  
23 Class III gaming is authorized pursuant to Band law.

24 **Sec. 8. Notwithstanding IC 7.1-5-5-7,** the Band, upon approval  
25 by the Indiana Alcohol and Tobacco Commission, may provide  
26 alcohol to its guests at less than cost or without charge at an event  
27 at its Gaming Facility in conformity with IC 7.1-3-17.5-6.

28 **Chapter 11. Effective Date**

29 **Sec. 1.** This Compact shall be effective immediately upon:

- 30 (1) Endorsement by the Tribal Chairperson and Tribal  
31 Secretary and concurrence in that endorsement by resolution  
32 of the Tribal Council;  
33 (2) Endorsement by the Governor of the State and ratification  
34 by the State General Assembly as required by Indiana law;  
35 (3) Approval by the Secretary of the Interior of the United  
36 States; and  
37 (4) Publication in the Federal Register.

38 **Chapter 12. Binding Effect, Duration, and Severability**

39 **Sec. 1.** This Compact shall be binding upon the State and the  
40 Band for an initial term of twenty (20) years (the "Initial Term")  
41 from the Effective Date unless amended in accordance with  
42 IC 4-29.5-16 or terminated by written agreement of both parties.



1           **Sec. 2.** Upon completion of the Initial Term, this Compact shall  
2 renew for an additional ten (10) year term (a "Renewal Term") if,  
3 at least three hundred sixty-five (365) days prior to the expiration  
4 of the Initial Term, the Band serves written notice on the State  
5 requesting that the Compact be renewed for a Renewal Term,  
6 unless at least three hundred sixty-five (365) days prior to the  
7 expiration of the Initial Term, the General Assembly of the State,  
8 by concurrent resolution, rejects the renewal of this Compact for  
9 the Renewal Term.

10           **Sec. 3.** Upon completion of a Renewal Term, as applicable, this  
11 Compact shall renew for an additional Renewal Term if, at least  
12 three hundred sixty-five (365) days prior to the expiration of the  
13 Renewal Term then in effect, the Band serves written notice on the  
14 State requesting that the Compact be renewed for an additional  
15 Renewal Term, unless at least three hundred sixty-five (365) days  
16 prior to the expiration of the Renewal Term then in effect, the  
17 General Assembly of the State, by concurrent resolution, rejects  
18 the renewal of this Compact for the additional Renewal Term.

19           **Sec. 4.** If the General Assembly of the State rejects the renewal  
20 of this Compact for a Renewal Term under section 2 of this  
21 chapter or section 3 of this chapter, the Band may request to  
22 negotiate a successor compact by serving written notice on the  
23 State prior to the expiration of the Initial Term or the Renewal  
24 Term then in effect. In the event that the Band serves written  
25 notice on the State under this subsection and the parties are unable  
26 to conclude a successor compact prior to the expiration of the  
27 Initial Term or Renewal Term then in effect, then this Compact  
28 shall remain in effect pending exhaustion of the administrative and  
29 judicial remedies set forth in IGRA, provided that in the event that  
30 the State raises the defense of sovereign immunity in the  
31 administrative or judicial proceedings, this Compact shall remain  
32 in effect pending the negotiation and approval of any successor  
33 compact.

34           **Sec. 5.** The Band may operate Class III gaming only while this  
35 Compact is in effect during the Initial Term, a Renewal Term,  
36 while any successor or amended Compact is in effect, and for the  
37 duration of any period that this Compact remains in effect  
38 pursuant to section 4 of this chapter.

39           **Sec. 6.** Notwithstanding anything to the contrary in this chapter,  
40 following the expiration of the Initial Term or the last Renewal  
41 Term, any successor or amended Compact, or any extension of the  
42 Compact pursuant to section 4 of this chapter, this Compact shall



1 remain in effect for a period of two years (the "Limited Dispute  
2 Period") only for the specific and limited purposes of resolving any  
3 claims or disputes pursuant to IC 4-29.5-7, including any  
4 obligations arising under IC 4-29.5-17.

5 **Sec. 7. In the event that any chapter of this article or provision**  
6 **of this Compact is disapproved by the Secretary of the Interior of**  
7 **the United States or is held invalid by any court of competent**  
8 **jurisdiction, it is the intent of the parties that the remaining**  
9 **chapters of this article or provisions of this Compact, and any**  
10 **amendments thereto, shall continue in full force and effect. This**  
11 **severability provision does not apply to IC 4-29.5-17.**

12 **Chapter 13. Notice to Parties**

13 **Sec. 1. Unless otherwise indicated, all notices, payments,**  
14 **requests, reports, information or demands which any party hereto**  
15 **may desire or may be required to give to the other party hereto,**  
16 **shall be in writing and shall be personally delivered or sent by**  
17 **first-class, certified or registered United States Mail, postage**  
18 **prepaid, return receipt requested, and sent to the other party at its**  
19 **address appearing below or such other address as any party shall**  
20 **hereinafter inform the other party hereto by written notice given**  
21 **as aforesaid:**

22 **Notice to the Band shall be sent to:**

23 **Tribal Chairperson**  
24 **Pokagon Band of Potawatomi Indians**  
25 **58620 Sink Road**  
26 **Dowagiac, MI 49047**

27 **Notice to the State shall be sent to:**

28 **Office of the Governor**  
29 **Indiana Statehouse**  
30 **200 W. Washington St.**  
31 **Indianapolis, IN 46204-2797**

32 **Every notice, payment, request, report, information or demand so**  
33 **given shall be deemed effective upon receipt, or if mailed, upon**  
34 **receipt or the expiration of the third day following the day of**  
35 **mailing, whichever occurs first, except that any notice of change of**  
36 **address shall be effective only upon receipt by the party to whom**  
37 **said notice is addressed.**

38 **Chapter 14. Entire Agreement**

39 **Sec. 1. This Compact is the entire agreement between the parties**  
40 **and supersedes all prior agreements, whether written or oral, with**  
41 **respect to the subject matter hereof. Neither this Compact nor any**  
42 **provision herein may be changed, waived, discharged, or**



1 terminated orally, but only by an amendment that meets the  
2 requirements of IC 4-29.5-16.

3 Chapter 15. Filing of Compact with the Indiana Secretary of  
4 State

5 Sec. 1. Following publication of this Compact in the Federal  
6 Register, the Governor shall file a certified copy of the Compact  
7 with the Indiana Secretary of State and shall transmit a copy to the  
8 State General Assembly and the Indiana Attorney General.

9 Chapter 16. Amendments

10 Sec. 1. This Compact may be amended by mutual agreement  
11 between the Band and the State as follows:

12 (1) The Band or the State may propose amendments to the  
13 Compact by providing the other party with notice of the  
14 proposed amendment as follows:

15 (A) The Band shall propose amendments pursuant to the  
16 notice provisions of this Compact by submitting the  
17 proposed amendments to the Governor who shall act for  
18 the State pursuant to the authority delegated under  
19 IC 4-29.

20 (B) The State, acting through the Governor, shall propose  
21 amendments by submitting the proposed amendments to  
22 the Band pursuant to the notice provisions of this  
23 Compact.

24 (2) The party receiving the proposed amendment shall advise  
25 the requesting party within forty-five (45) days as follows:

26 (A) That the receiving party agrees to the proposed  
27 amendment; or

28 (B) That the receiving party rejects the proposed  
29 amendment as submitted and agrees to meeting concerning  
30 the subject of the proposed amendment.

31 (3) The Governor shall submit any amendment agreed to  
32 between the parties to the State General Assembly for  
33 ratification as required by Indiana law.

34 (4) Upon ratification by the State General Assembly, the Band  
35 shall submit the amendment to the Secretary of the Interior  
36 for approval pursuant to the provisions of IGRA.

37 (5) Upon the effective date of the amendment, the Governor  
38 shall file a certified copy with the Indiana Secretary of State  
39 and transmit a copy to the State General Assembly and the  
40 Indiana Attorney General.

41 Chapter 17. Payments to the State in Exchange for Market  
42 Exclusivity



1           **Sec. 1. Notwithstanding IGRA's express prohibition against**  
2 **state taxation of tribal gaming activities, revenue-sharing**  
3 **payments from tribal gaming to a state may be considered lawful**  
4 **under IGRA when such payments are bargained for in exchange**  
5 **for meaningful concessions from the state, i.e., quantifiable**  
6 **economic benefits over which the state is not required to negotiate**  
7 **under IGRA, such as substantial exclusive rights to engage in Class**  
8 **III gaming activities. Accordingly, and as consideration for the**  
9 **revenue sharing payments required under section 2 of this chapter,**  
10 **the State agrees that the Band's right to conduct Class III gaming**  
11 **on the South Bend Site under IC 4-29.5-3 shall be exclusive of any**  
12 **"Expanded Gaming" within the "Exclusivity Area", which is**  
13 **comprised of the Indiana counties of Elkhart, Fulton, Jasper,**  
14 **Kosciusko, LaGrange, Lake, LaPorte, Marshall, Miami, Noble,**  
15 **Porter, Pulaski, St. Joseph, Starke, Wabash, and Whitley. For**  
16 **purposes of this paragraph, Expanded Gaming means, within the**  
17 **Exclusivity Area and as of the Endorsement Date, (i) the licensure**  
18 **of any Gambling Operation as defined in IC 4-29.5-2-12(1) if that**  
19 **licensure would result in a greater number of Gambling**  
20 **Operations within the Exclusivity Area, would permit a Gambling**  
21 **Operation that holds a license as of the Endorsement Date to**  
22 **relocate to a new licensed location within the Exclusivity Area**  
23 **(other than the relocation from a dock site to property adjacent to**  
24 **the dock site, as permitted by Indiana Code 4-33-6-24), or would**  
25 **permit a Gambling Operation that does not hold a license for a**  
26 **location within the Exclusivity Area as of the Endorsement Date to**  
27 **locate to a new licensed location within the Exclusivity Area; or (ii)**  
28 **the licensure of any Gambling Operation as defined in**  
29 **IC 4-29.5-2-12(2) for a location within the Exclusivity Area.**  
30 **Subject to the foregoing limitations regarding Gambling**  
31 **Operations within the Exclusivity Area, the term Expanded**  
32 **Gaming shall not include (i) any new gaming facility or any**  
33 **expansion of an existing gaming facility in which the Band has the**  
34 **"sole proprietary interest", as that term is defined at IGRA**  
35 **2710(b)(2)(A) and 25 C.F.R. 522.4(b)(1); (ii) any new game operated**  
36 **by the Band at such facilities under this Compact or under any**  
37 **successor compact; (iii) any new game operated at a Gambling**  
38 **Operation that holds a license as of the Endorsement Date; (iv) any**  
39 **new game operated by the Indiana State Lottery pursuant to**  
40 **IC 4-30; or (v) any new game operated by a "qualified**  
41 **organization" as defined in IC 4-32.3-2-31, (vi) any new game**  
42 **operated by a satellite facility licensed under IC 4-31-5, or (vii) any**



1 new game operated by a retailer endorsement or license under  
2 IC 4-36-4.

3 **Sec. 2.** As consideration for the meaningful concessions from the  
4 State described in section 1 of this chapter and provided that the  
5 State is not in breach of its obligations regarding Expanded  
6 Gaming in the Exclusivity Area, the Band shall make annual  
7 payments to the State of eight percent (8%) of the Net Win at its  
8 South Bend Site Class III Gaming Facility. In the event that the  
9 State breaches its obligations regarding Expanded Gaming in the  
10 Exclusivity Area, the Band's obligation to make the annual  
11 payment to the State described in this section shall immediately  
12 cease as of the date of the breach.

13 **Sec. 3.** In the event that the Band continues to conduct Class II  
14 gaming at its South Bend Site Gaming Facility after the Effective  
15 Date of this Compact, beginning with the second full Payment  
16 Period the total amount of the Band's payment of Net Win to the  
17 State due under section 2 of this chapter shall be in an amount that  
18 is not less than:

- 19 (1) the total Net Win from all Class III Electronic Games of  
20 Chance;
- 21 (2) divided by the total number of such Class III Electronic  
22 Games of Chance;
- 23 (3) multiplied by eighty-five percent (85%) of the total  
24 number of all electronic Class II gaming devices and all Class  
25 III Electronic Games of Chance in operation on the last day  
26 of the Payment Period; and
- 27 (4) multiplied by the applicable percentage of Net Win due  
28 under section 2 of this chapter.

29 **Sec. 4.** All annual payments made by the Band to the State  
30 under section 2 of this chapter shall be based on a full Payment  
31 Period, provided that the first payment under this provision may  
32 be for a period of less than a full Payment Period beginning on the  
33 day that Class III gaming commences on the South Bend Site and  
34 through July 31 immediately subsequent thereto. Payments for  
35 each Payment Period shall be made within sixty (60) days of the  
36 end of that Payment Period.

37 **Sec. 5.** Funds received by the State under this chapter shall be  
38 expended at the direction of the Indiana State Budget Director,  
39 subject to appropriation by the Indiana General Assembly. It is the  
40 intent of the State and the Band that the funds be used in the  
41 following program areas: (i) education, (ii) economic and  
42 workforce development, (iii) tourism promotion, and (iv) public





1 health.

2 **Sec. 6.** In addition, from the total amount of each annual  
3 payment due to the State under section 2 of this chapter, the Band  
4 shall reduce such amount by up to one million dollars (\$1,000,000)  
5 as provided in IC 4-29.5-18.

6 **Sec. 7.** The Band shall file an annual report with the State,  
7 coinciding with the remittance of the payment due under section 2  
8 of this chapter, that includes the following information:

9 (1) calculations and supporting data for the Band's  
10 determination of the Net Win payment under section 2 of this  
11 chapter, and specifically denoting the revenues from all  
12 Electronic Games of Chance;

13 (2) calculations and supporting data for the Band's  
14 determination of the amount of any additional payment that  
15 may be owed under section 3 of this chapter; and

16 (3) the amount and use of the scholarship funds set aside  
17 under section 5 of this chapter.

18 **Chapter 18. Pokagon Indiana Education Fund**

19 **Sec. 1.** For so long as the Band makes payments in accordance  
20 with IC 4-29.5-17, the Band shall allocate a portion of the annual  
21 payment to provide funding for public postsecondary and  
22 vocational education for Band citizens (the "Pokagon Indiana  
23 Education Fund").

24 **Sec. 2.** The Pokagon Indiana Education Fund shall be used  
25 solely to make payments directly to Indiana public institutions of  
26 higher learning or workforce development and training programs  
27 approved by the Indiana Department of Workforce Development  
28 for eligible Band citizens for direct costs and expenses, such as  
29 tuition, on-campus room and board, and other direct education  
30 expenses. To be eligible, a Band citizen must (i) be enrolled in the  
31 Band prior to benefitting from any payment, and (ii) meet the  
32 education or workforce provider admission requirements. Priority  
33 shall be given to Band citizens who are legal residents of the State  
34 of Indiana as of the date of their application for benefits.

35 **Sec. 3.** The Pokagon Indiana Education Fund shall be  
36 administered as follows:

37 (1) The Pokagon Indiana Education Fund shall be established  
38 by the Band solely for the purposes set forth in this chapter  
39 and shall be maintained separate from all other Band  
40 (sovereign) funds. The Pokagon Indiana Education Fund shall  
41 be held in an interest-bearing account at a financial institution  
42 that is subject to Indiana law and located within the State of



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**Indiana.**

**(2) The Band shall arrange for an annual independent audit of the Pokagon Indiana Education Fund that includes a schedule of all payments and payees for the audit period with an attestation that the funds were used in compliance with this chapter. The audit shall be delivered to the Indiana Department of Workforce Development, with courtesy copies to the Indiana Gaming Commission and the Indiana Native American Affairs Commission. The cost of the audit may be paid from the fund.**

**Sec. 4. Payments to the Pokagon Indiana Education Fund shall be made as follows:**

**(1) An initial allocation of one million dollars (\$1,000,000) shall be made by the Band to the Pokagon Indiana Education Fund for the first full Payment Period from the Band's annual payment due under IC 4-29.5-17-2.**

**(2) In all subsequent years, the Band shall make an allocation to the Pokagon Indiana Education Fund from the Band's annual payment due under IC 4-29.5-17-2 in an amount equal to one million dollars (\$1,000,000) less the balance of the Pokagon Indiana Education Fund as of the conclusion of the Payment Period just ended and adjusted by the amount of any payments that were determined to not be in compliance with this chapter according to the most recent annual audit.**

**Chapter 19. Band Payments to Local Units of Government**

**Sec. 1. The State and the Band recognize that IGRA 2710(b)(2)(B) strictly limits the use of net revenues from tribal gaming, but expressly permits payments to, among other things, help fund operations of local government agencies. The State and the Band agree that the Band may, at its discretion and without any involvement by the State, make arrangements directly with the City to help fund operations of such local government agencies as the Band and the City may determine to be appropriate.**

**SECTION 2. An emergency is declared for this act.**



## COMMITTEE REPORT

Mr. Speaker: Your Committee on Natural Resources, to which was referred House Bill 1055, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill do pass.

(Reference is to HB 1055 as introduced.)

EBERHART

Committee Vote: Yeas 9, Nays 2

## COMMITTEE REPORT

Mr. Speaker: Your Committee on Ways and Means, to which was referred House Bill 1055, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill be amended as follows:

Delete the title and insert the following:

A BILL FOR AN ACT concerning natural resources.

Delete everything after the enacting clause and insert the following:

(SEE TEXT OF BILL)

and when so amended that said bill do pass.

(Reference is to HB 1055 as printed February 11, 2021.)

BROWN T

Committee Vote: yeas 17, nays 1.

REPORT OF THE PRESIDENT  
PRO TEMPORE

Madam President: Pursuant to Senate Rule 68(b), I hereby report that House Bill 1055, currently assigned to the Committee on Natural Resources, be reassigned to the Committee on Appropriations.

BRAY

**EH 1055—LS 6304/DI 55**



COMMITTEE REPORT

Madam President: The Senate Committee on Appropriations, to which was referred House Bill No. 1055, has had the same under consideration and begs leave to report the same back to the Senate with the recommendation that said bill be AMENDED as follows:

Delete the title and insert the following:

A BILL FOR AN ACT to amend the Indiana Code concerning state offices and administration.

Delete everything after the enacting clause and insert the following:

(SEE TEXT OF BILL)

and when so amended that said bill do pass.

(Reference is to HB 1055 as printed February 16, 2021.)

MISHLER, Chairperson

Committee Vote: Yeas 10, Nays 0.

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REPORT OF THE PRESIDENT  
PRO TEMPORE

Madam President: Pursuant to Senate Rule 68(b), I hereby report that, subsequent to the adoption of the Committee Report on April 1, 2021, House Bill 1055 was reassigned to the Committee on Rules and Legislative Procedure.

BRAY

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COMMITTEE REPORT

Madam President: The Senate Committee on Rules and Legislative Procedure, to which was referred House Bill 1055 pursuant to Senate Rule 66(b), has had the same under consideration and begs leave to report back to the Senate that House Bill 1055 is approved as amended by the Committee on Appropriations.

BRAY

**EH 1055—LS 6304/DI 55**

