



March 20, 2006

Mr. Kenneth J. Artis, Esq.
Legislative Counsel
Ho-Chunk Nation Legislature
P.O. Box 667, W9814 Airport Rd.
Black River Falls WI 54615

Re: Autotote race book services contract

Dear Mr. Artis:

Thank you again for your call last week. As we discussed briefly, when this office reviews a contract for compliance with IGRA and its implementing regulations, there are usually two primary concerns – whether the agreement is a management contract requiring review and approval of the NIGC Chairman, 25 U.S.C. § 2711, and whether, contrary to IGRA, the contract grants a proprietary interest in the gaming activity to an entity other than the tribe. 25 U.S.C. § 2710(b)(2)(A). To those ends, I would be grateful if you could supply me answers to the following.

First, as to management, do I assume correctly that the race book will be staffed by employees and managers of the Nation who are licensed by the Nation? If not, and if Autotote is supplying employees for the race book, what are their functions and are they to be under the control of the Nation's management? The contract is silent on the question.

Second and last, as to proprietary interest, this contract calls for payment to Autotote of 64

How does this compare to what the Nation's take is projected to be? I understand that the answer is necessarily an approximate one and that it will range in separate projections based upon

I would appreciate it if you could supply such projections.

I look forward to hearing from you. Please do not hesitate to call or write if you have any questions or concerns.

Very truly yours,

A handwritten signature in black ink that reads "Michael Gross".

Michael Gross
Senior Attorney
Office of the General Counsel