



Oneida Business Committee

Executive Session
8:30 AM Tuesday, June 11, 2019
Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting
8:30 AM Wednesday, June 12, 2019
BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

Meeting agenda is available here: oneida-nsn.gov/government/business-committee/agendas-packets/. Materials for the "General Tribal Council" section of the agenda, if any, are available to enrolled members of the Oneida Nation; to obtain a copy, visit the BC Support Office, 2nd floor, Norbert Hill Center and present a valid Tribal I.D. or go to <https://goo.gl/uLp2jE>. Scheduled times are subject to change.

I. CALL TO ORDER

II. OPENING

- A. **Kahletsyalúsla - Recognition of Edna "Edi" Cornelius-Grosskopf, Judi Jourdan, and Adrianna Pelky**
Sponsor: Jennifer Webster, Councilwoman

III. ADOPT THE AGENDA

IV. OATH OF OFFICE

- A. **Oneida Nation Arts Board - Burdeena Endhunter**
Sponsor: Lisa Summers, Secretary

V. MINUTES

- A. **Approve the May 22, 2019, regular Business Committee meeting minutes**
Sponsor: Lisa Summers, Secretary
- B. **Approve the May 23, 2019, quarterly reports Business Committee meeting minutes**
Sponsor: Lisa Summers, Secretary
- C. **Approve the June 3, 2019, special Business Committee meeting minutes**
Sponsor: Lisa Summers, Secretary

VI. RESOLUTIONS

- A. Adopt resolution entitled Authorizing the Purchase of Extrication Equipment for the Village of Hobart using Self-Governance Funds for the purpose of Fire Protection Services**
Sponsor: Lisa Summers, Secretary
- B. Adopt resolution entitled Authorizing the Transfer of General Self-Governance Funds to the Town of Oneida for the Purchase of a Back-up Generator System**
Sponsor: Lisa Summers, Secretary
- C. Adopt resolution entitled Support for the Indian Buffalo Management Act**
Sponsor: Larry Barton, Chief Financial Officer
- D. Adopt resolution entitled Correcting resolution # BC-05-22-19-A - Approval of Use of Economic Development, Diversification and Community Development Fund for Project ED18-007, Industrial Hemp Pilot Project**
Sponsor: Troy Parr, Division Director/Community & Economic Development
- E. Adopt resolution entitled Approval of Use of Economic Development, Diversification and Community Development Fund for a Lacrosse Box**
Sponsor: Ernie Stevens III, Councilman
- F. Adopt resolution entitled Authorizing Use of Employee Time to Build the Inaugural Community Box Lacrosse Field at Cora House Park**
Sponsor: Ernie Stevens III, Councilman

VII. APPOINTMENTS

- A. Determine next steps regarding one (1) vacancy with term ending February 28, 2020 - Southeastern Wisconsin Oneida Tribal Services Advisory Board**
Sponsor: Lisa Summers, Secretary
- B. Determine next steps regarding two (2) vacancies with terms ending March 31, 2020 and March 31, 2021 - Oneida Personnel Commission**
Sponsor: Lisa Summers, Secretary
- C. Determine next steps regarding one (1) vacancy with term ending February 28, 2022 - Audit Committee**
Sponsor: Lisa Summers, Secretary
- D. Determine next steps regarding one (1) vacancy with term ending December 31, 2022 - Oneida Nation Veterans Affairs Committee**
Sponsor: Lisa Summers, Secretary

VIII. STANDING COMMITTEES**A. FINANCE COMMITTEE**

1. **Approve the June 3, 2019, regular Finance Committee meeting minutes**
Sponsor: Trish King, Treasurer

B. LEGISLATIVE OPERATING COMMITTEE

1. **Accept the May 15, 2019, regular Legislative Operating Committee meeting minutes**
Sponsor: David P. Jordan, Councilman

X. TRAVEL REQUESTS

- A. **Approve the travel request - Councilman Daniel Guzman King - Region 5 Strategic Planning Summit - Bloomington, MN - July 8-11, 2019**
Sponsor: Daniel Guzman King, Councilman
- B. **Enter e-poll results into the record regarding the approved travel request for Vice-Chairman Brandon Stevens to attend the Haskell Indian Nations University Presidential Interviews in Lawrence, KS - May 28-30th, 2019**
Sponsor: Lisa Summers, Secretary

XI. NEW BUSINESS

- A. **Approve a limited waiver of sovereign immunity - Wisconsin Public Service request for service - file # 2019-0419**
Sponsor: Jacque Boyle, Division Director/Public Works
- B. **Approve a limited waiver of sovereign immunity - Wisconsin Public Service requests for service and Distribution Facilities Installation agreement - file # 2019-0614**
Sponsor: Jacque Boyle, Division Director/Public Works
- C. **Approve a limited waiver of sovereign immunity - Shift4 Payments, LLC, Merchant Processing agreement-Merchange application - file # 2019-0592**
Sponsor: Louise Cornelius, Gaming General Manager
- D. **CDC # 18-010 – Approve two (2) requested actions**
Sponsor: Troy Parr, Division Director/Community & Economic Development
- E. **Approve the submission of a request by the Homeless Shelter Team to the Economic Development, Diversification and Community Development Fund for a facility renovation**
Sponsor: David P. Jordan, Councilman
- F. **Post eight (8) vacancies for alternates on the Oneida Election Board for the 2019 Special Election**
Sponsor: Lisa Summers, Secretary

- G. Post one (1) vacancy - Oneida Personnel Commission**
Sponsor: Lisa Summers, Secretary
- H. Re-post four (4) vacancies for the Oneida Youth Leadership Institute - Board of Directors**
Sponsor: Lisa Summers, Secretary
- I. Approve the Oneida Head Start /Early Head Start Selection for 2019-2020**
Sponsor: Jennifer Webster, Councilwoman

XII. REPORTS

A. APPOINTED BOARDS, COMMITTEES, COMMISSIONS

- 1. Accept the Oneida Community Library Board FY-2019 2nd quarter report**
Sponsor: Dylan Benton, Chair/OCLB

EXCERPT FROM MAY 23, 2019: Motion by Jennifer Webster to defer the Oneida Community Library Board FY-2019 2nd quarter report to the June 12, 2019, regular Business Committee meeting, seconded by Kirby Metoxen. Motion carried.

B. ELECTED BOARDS, COMMITTEES, COMMISSIONS

- 1. Accept the Oneida Land Claims Commission FY-2019 2nd quarter report**
Sponsor: Loretta V. Metoxen, Chair/OLCC

EXCERPT FROM MAY 23, 2019: Motion by David P. Jordan to defer the Oneida Land Claims Commission FY-2019 2nd quarter report to the June 12, 2019, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried.

- 2. Accept the Oneida Land Commission FY-2019 2nd quarter report**
Sponsor: Rae Skenandore, Chair/OLC

EXCERPT FROM MAY 23, 2019: Motion by David P. Jordan to defer the Oneida Land Commission FY-2019 2nd quarter report to the June 12, 2019, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried.

XIII. EXECUTIVE SESSION**A. REPORTS**

1. **Accept the Chief Counsel report**
Sponsor: Jo Anne House, Chief Counsel
2. **Accept the Self-Governance report**
Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

B. AUDIT COMMITTEE

1. **Accept the May 16, 2019, regular Audit Committee meeting minutes**
Sponsor: David P. Jordan, Councilman
2. **Accept the Final Judiciary – Appellate and Trial Court performance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
3. **Accept the Final Judiciary – Family Court performance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
4. **Accept the Mississippi Stud rules of play compliance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
5. **Accept the Three Card Poker rules of play compliance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
6. **Accept the Ultimate Texas Hold'em rules of play compliance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman

C. UNFINISHED BUSINESS**1. Adopt resolution entitled Finalizing the Dissolution of Oneida Seven Generations Corporation**

Sponsor: Jo Anne House, Chief Counsel

EXCERPT FROM MAY 22, 2019: Motion by David P. Jordan to defer the resolution entitled Finalizing the Dissolution of Oneida Seven Generations Corporation to the June 12, 2019, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried.

2. Review case # NG-019-14 and # NG-019-016

Sponsor: David P. Jordan, Councilman

EXCERPT FROM MAY 22, 2019: Motion by David P. Jordan to send case # NG-019-014 and NG-019-016 to Chief Counsel for review and response to be brought back to the June 12, 2019, regular Business Committee meeting, seconded by Kirby Metoxen. Motion carried.

3. File # 2019-GMDR03-01 - Determine next steps

Sponsor: Tehassi Hill, Chairman

EXCERPT FROM MAY 22, 2019: Motion by Jennifer Webster to defer file # 2019-GMDR03-01 to the OBC Officers to complete the identified follow-up, seconded by Kirby Metoxen. Motion carried.

4. Complaint # 2019-CC-01 - Accept the closeout report and approve the recommended actions

Sponsor: Jennifer Webster, Councilwoman & Ernie Stevens III, Councilman

EXCERPT FROM January 23, 2019: Motion by Kirby Metoxen to defer complaint # 2019-CC-01 to the liaisons to work with the budget owner on this issue and bring back a recommendation when ready, seconded by Lisa Summers. Motion carried.

D. NEW BUSINESS**1. File # ED19-010 - Complete an initial review**

Sponsor: Troy Parr, Division Director/Community & Economic Development

2. Approve two (2) actions regarding a judicial resignation

Sponsor: Tehassi Hill, Chairman

3. Approve the attorney contract - Quarles & Brady LLP - file # 2019-0633

Sponsor: Jo Anne House, Chief Counsel

4. Approve a limited waiver of sovereign immunity - Baker Tilly Virchow Krause LLP agreement - file # 2019-0591

Sponsor: Larry Barton, Chief Financial Officer

5. Discuss vacancy and nominations for the Department of Health and Human Services Secretary's Tribal Advisory Committee (STAC)

Sponsor: Tehassi Hill, Chairman

6. **Accept the Annual Project Targets progress matrix as information**
Sponsor: Brandon Stevens, Vice-Chairman
7. **Review application(s) for one (1) vacancy with term ending February 28, 2020 - Southeastern Wisconsin Oneida Tribal Services Advisory Board**
Sponsor: Lisa Summers, Secretary
8. **Review application(s) for two (2) vacancies with terms ending March 31, 2020 and March 31, 2021 - Oneida Personnel Commission**
Sponsor: Lisa Summers, Secretary
9. **Review application(s) for one (1) vacancy with term ending February 28, 2022 - Audit Committee**
Sponsor: Lisa Summers, Secretary
10. **Review application(s) for one (1) vacancy with term ending December 31, 2022 - Oneida Nation Veterans Affairs Committee**
Sponsor: Lisa Summers, Secretary

XIV. ADJOURN

Posted on the Oneida Nation's official website, www.oneida-nsn.gov pursuant to the Open Records and Open Meetings law (§ 107.14.)

The meeting packet of the open session materials for this meeting is available by going to the Oneida Nation's official website at: oneida-nsn.gov/government/business-committee/agendas-packets/

For information about this meeting, please call the Business Committee Support Office at (920) 869-4364 or (800) 236-2214

Oneida Business Committee Agenda Request

Kahletsyalúsla - Recognition of Edna "Edi" Cornelius-Grosskopf, Judi Jourdan, and Adrianna Pelky

1. Meeting Date Requested: 06 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

Kahletsyalúsla - The heart felt encouragement of best in each of us
Recognition of Edna "Edi" Cornelius-Grosskopf for her publication of her book, Traveling Home Blessed by Spirit-filled Songs : A Journey to Indian Boarding School and Home, as well as the illustrator, Judi Jourdan, and local publisher, Adrianna Pelky of Phia Studios.

3. Supporting Materials☐ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Additional Requestor:

Additional Requestor:

Oneida Business Committee Agenda Request

Oneida Nation Arts Board - Burdeena Endhunter

1. Meeting Date Requested: 06 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

On May 8, 2019 the Oneida Business Committee appointed Burdeena Endhunter to the Oneida Nation Arts Board.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Approve the May 22, 2019, regular Business Committee meeting minutes

Business Committee Agenda Request

1. Meeting Date Requested: 06/12/19

2. General Information:

Session: ☒ Open

☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

☐ Report

☐ Resolution

☒ Minutes

☐ Memo/Letter

☐ Bylaws

☐ Contract

☐ Legal Review

☐ Fiscal Impact Statement

☐ Statement of Effect

☐ Other: *Describe*

4. Budget Information:

☐ Budgeted

☐ Budgeted – Grant Funded

☐ Unbudgeted

☒ Not Applicable

☐ Other: *Describe*

5. Submission:

Authorized Sponsor: Lisa Summers, Secretary

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: LLIGGINS

DRAFT**Oneida Business Committee**

Executive Session
8:30 AM Tuesday, May 21, 2019
Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting
8:30 AM Wednesday, May 22, 2019
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes

EXECUTIVE SESSION

Present: Vice-Chairman Brandon Stevens, Secretary Lisa Summers, Councilmembers: Daniel Guzman King, David Jordan, Kirby Metoxen, Jennifer Webster;

Not Present: Treasurer Trish King;

Arrived at: Chairman Tehassi Hill at 9:55 a.m., Councilman Ernie Stevens III at 8:53 a.m.;

Others present: Jo Anne House, Ralinda Ninham-Lamberies, Lisa Liggins, Jeff Bowman, Nathan King, Jeff House, Jackie Zalom, Laura Laitinen-Warren, Pete King III, Becky Demmith, Steve Ninham, Kathy Hughes, Mary Shaw, Lisa Tillman, Eric McLester, Chad Fuss, Danelle Wilson, Dena Skenandore, Jon Paul Genet, Justin Fox, Brian Doxtator, Tana Aguirre, Jessica Wallenfang, Krystal John (via telephone), Loucinda Conway;

REGULAR MEETING

Present: Chairman Tehassi Hill, Vice-Chairman Brandon Stevens, Secretary Lisa Summers, Council members: David Jordan, Kirby Metoxen, Ernie Stevens III, Jennifer Webster;

Not Present: Treasurer Trish King, Daniel Guzman King;

Arrived at: n/a

Others present: Jo Anne House, Ralinda Ninham-Lamberies, Lisa Liggins, Mercy Metoxen, Brian Doxtator, Chris J. Cornelius, Jen Falck, Chris Johnson, Michael Troge, Cindy Lecker, Dean La Flex, Cheryl DuBois, Geraldine Danforth, Josh Cottrell;

I. CALL TO ORDER

Meeting called to order by Chairman Tehassi Hill at 8:30 a.m.

For the record: Treasurer Trish King is out on pre-planned vacation. Councilman Daniel Guzman King is out on approved travel.

II. OPENING (00:00:09)

Opening provided by Chairman Tehassi Hill.

DRAFT

III. ADOPT THE AGENDA (00:03:47)

Motion by David P. Jordan to adopt the agenda with one (1) change [delete item XIV.E.4. Review the Chapter 19 Minimum Internal Control Standards and determine next steps], seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster
Not Present: Daniel Guzman King, Trish King

IV. OATH OF OFFICE

Oath of office administered by Secretary Lisa Summers. Mercy Metoxen was present. Burdeena Endhunter was not present.

- A. Oneida Nation Arts Board - Burdeena Endhunter and Mercy Metoxen (00:04:40)**
Sponsor: Lisa Summers, Secretary

V. MINUTES

- A. Approve the February 22, 2019, emergency Business Committee meeting minutes (00:06:55)**
Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to approve the February 22, 2019, emergency Business Committee meeting minutes, seconded by David P. Jordan. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster
Not Present: Daniel Guzman King, Trish King

- B. Approve the May 8, 2019, regular Business Committee meeting minutes(00:07:21)**
Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to approve the May 8, 2019, regular Business Committee meeting minutes, seconded by Kirby Metoxen. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster
Not Present: Daniel Guzman King, Trish King

DRAFT**VI. RESOLUTIONS****A. Adopt resolution entitled Approval of Use of Economic Development, Diversification and Community Development Fund for Project ED18-007, Industrial Hemp Pilot Project on May 22, 2019 (00:07:48)**

Sponsor: Patrick Pelky, Division Director/Environmental, Health, Safety & Land

Motion by Lisa Summers to adopt resolution 05-22-19-A Approval of Use of Economic Development, Diversification and Community Development Fund for Project ED18-007, Industrial Hemp Pilot Project on May 22, 2019, seconded by Ernie Stevens III. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster
Not Present: Daniel Guzman King, Trish King

B. Adopt resolution entitled Oneida Nation Support of Sports Betting Core Principles (00:10:59)

Sponsor: Jo Anne House, Chief Counsel

Motion by Brandon Stevens to adopt resolution 05-22-19-B Oneida Nation Support of Sports Betting Core Principles, seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Jennifer Webster
Opposed: Lisa Summers
Abstained: Ernie Stevens III
Not Present: Daniel Guzman King, Trish King

C. Adopt resolution entitled Interpretation of Resolution # BC-02-27-19-B, Regarding the Education Endowment (00:14:10)

Sponsor: Lisa Liggins, Chair/Oneida Nation School Board

Motion by Lisa Summers to adopt resolution 05-22-19-C Interpretation of Resolution # BC-02-27-19-B, Regarding the Education Endowment, also known as the Ramah Fund Allocation with two (2) changes [1) title change as noted in the motion; and 2) in line 32, correct "Fund" to "Endowment"], seconded by David P. Jordan. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster
Not Present: Daniel Guzman King, Trish King

VII. STANDING COMMITTEES**A. FINANCE COMMITTEE****1. Approve the May 13, 2019, regular Finance Committee meeting minutes (00:20:10)**

Sponsor: Trish King, Treasurer

Motion by Lisa Summers to approve the May 13, 2019, regular Finance Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster
Not Present: Daniel Guzman King, Trish King

DRAFT**B. LEGISLATIVE OPERATING COMMITTEE****1. Accept the May 1, 2019, regular Legislative Operating Committee meeting minutes (00:20:37)**

Sponsor: David P. Jordan, Councilman

Motion by Kirby Metoxen to accept the May 1, 2019, regular Legislative Operating Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster

Not Present: Daniel Guzman King, Trish King

2. Accept the Oneida Personnel Commission May 2019 update (00:21:03)

Sponsor: David P. Jordan, Councilman

Motion by Brandon Stevens to accept the Oneida Personnel Commission May 2019 update, seconded by Lisa Summers. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster

Not Present: Daniel Guzman King, Trish King

C. QUALITY OF LIFE COMMITTEE**1. Accept the March 14, 2019, regular Quality of Life Committee meeting minutes (00:23:40)**

Sponsor: Brandon Stevens, Vice-Chairman

Motion by David P. Jordan to accept the March 14, 2019, regular Quality of Life Committee meeting minutes, seconded by Brandon Stevens. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster

Not Present: Daniel Guzman King, Trish King

2. Accept the April 11, 2019, regular Quality of Life Committee meeting minutes (00:25:40)

Sponsor: Brandon Stevens, Vice-Chairman

Motion by David P. Jordan to accept the April 11, 2019, regular Quality of Life Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster

Not Present: Daniel Guzman King, Trish King

DRAFT**VIII. UNFINISHED BUSINESS****A. Approve the Oneida Head Start/Early Head Start By-Laws - file # 2011-1378 (00:26:07)**

Sponsor: Jennifer Webster, Councilwoman

Motion by David P. Jordan to accept the Oneida Head Start/Early Head Start By-Laws - file # 2011-1378, seconded by Lisa Summers. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster

Not Present: Daniel Guzman King, Trish King

Motion by Lisa Summers to send the identified issues for the Board, Committees, Commissions law to the Legislative Operating Committee to include for potential amendments moving forward for all the Board, Committees, Commissions identified to be in that gap group, seconded by Kirby Metoxen.

Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III,
Lisa Summers, Jennifer Webster

Not Present: Daniel Guzman King, Trish King

IX. TRAVEL REPORTS**A. Approve the travel report - Councilman Kirby Metoxen - Native American Tourism of Wisconsin (NATOW) 2020-2021 Strategic and 2019 Conference Planning - Danbury, WI - February 19-21, 2019 (00:34:15)**

Sponsor: Kirby Metoxen, Councilman

Motion by David P. Jordan to approve the travel report from Councilman Kirby Metoxen for the Native American Tourism of Wisconsin (NATOW) 2020-2021 Strategic and 2019 Conference Planning in Danbury, WI - February 19-21, 2019, noting it was grant funded, seconded by Jennifer Webster.

Motion carried:

Ayes: David P. Jordan, Brandon Stevens, Ernie Stevens III, Lisa Summers,
Jennifer Webster

Abstained: Kirby Metoxen

Not Present: Daniel Guzman King, Trish King

X. TRAVEL REQUESTS**A. Approve the travel request - Councilman Kirby Metoxen - 29th National Indian Head Start Directors Association Management Training Conference - Scottsdale, AZ - June 24-27, 2019 (00:35:08)**

Sponsor: Kirby Metoxen, Councilman

Motion by David P. Jordan to approve the travel request for Councilman Kirby Metoxen to attend the 29th National Indian Head Start Directors Association Management Training Conference in Scottsdale, AZ - June 24-27, 2019, noting the total estimated cost should be include in the report upon return, seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Brandon Stevens, Ernie Stevens III, Lisa Summers,
Jennifer Webster

Abstained: Kirby Metoxen

Not Present: Daniel Guzman King, Trish King

DRAFT**B. Approve the travel request - Treasurer Trish King - Tribal Treasury Advisory Committee meeting and public meeting - Washington DC - June 18-21, 2019 (00:37:51)**

Sponsor: Trish King, Treasurer

Motion by David P. Jordan to approve the travel request for Treasurer Trish King to attend the Tribal Treasury Advisory Committee meeting and public meeting in Washington DC - June 18-21, 2019, seconded by Lisa Summers. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Daniel Guzman King, Trish King

XI. NEW BUSINESS**A. Determine next steps regarding Emergency Closing Compensation options (00:38:37)**

Sponsor: Geraldine Danforth, Area Manager/Human Resources

Motion by Lisa Summers to approve option five [listed in the Human Resources Area Manager memorandum dated May 9, 2019] and direct Human Resources to come back with the supporting documents [i.e. draft resolution, draft SOP(s), fiscal analysis] for approval, seconded by David P. Jordan. Motion carried:

Ayes: David P. Jordan, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Abstained: Kirby Metoxen
Not Present: Daniel Guzman King, Trish King

Secretary Lisa Summers left at 9:30 a.m.

B. Review the Bingo (Chapter 2) Oneida Gaming Minimum Internal Controls and determine appropriate next steps (01:00:50)

Sponsor: Matthew W. Denny, Chair/Oneida Gaming Commission

Motion by Brandon Stevens to accept the notice of the OGMICR Section for Bingo Chapter 2 approved by the Gaming Commission on April 30, 2019, and directs notice to the Gaming Commission there are no requested revisions under section 501.6-14(d), seconded by Kirby Metoxen. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

C. Accept the closeout report and recommendation regarding an Employee Giving Program (01:03:28)

Sponsor: Jennifer Webster, Councilwoman

Motion by Jennifer Webster to accept the closeout report and approve the recommendation to not implement the Employee Giving Program, seconded by Brandon Stevens. Motion carried:

Ayes: David P. Jordan, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Abstained: Kirby Metoxen
Not Present: Daniel Guzman King, Trish King, Lisa Summers

DRAFT**D. Approve exception to resolution # BC-12-27-16-A for June 25-26, 2019 (01:05:40)**

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to approve an exception to resolution # BC-12-27-16-A and cancel both the executive discussion meeting on June 25, 2019, at 8:30 a.m. and the regular meeting on June 26, 2019, at 8:30 a.m., due to no quorum, seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

XII. REPORTS**A. OPERATIONAL****1. Determine next steps regarding the Education and Literacy Service Group FY-2019 2nd quarter report - not submitted (01:07:50)**

Sponsor: delete this line

Motion by Jennifer Webster to for the BC Officers to follow-up on the missing report, seconded by Kirby Metoxen. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

Item XIV.A. is addressed next.

XIII. GENERAL TRIBAL COUNCIL**A. Approve the 2019 semi-annual report book contents and audit packet (01:17:10)**

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to approve the 2019 semi-annual report book contents and Treasurer's report packet, with the five (5) changes [1) the BC Officers will follow-up with the Service Group and the BC liaisons will follow-up with the Boards, Committees, and Commisisions listed on page 3 of the book allowing their report submissions no later than Wednesday, May 29, 2019; 2) delete pages 20-23 of the book; 3) the BC Support Office will follow-up with the Oneida Gaming Commission, the Oneida Trust Enrollment Department, and the Oneida Police Commisison allowing their department report submssions required under § 105.12-4(b) no later than Wednesday, May 29, 2019; 4) the BC Support Office will follow-up with Internal Services allowing their Food Pantry report submssion no later than Wednesday, May 29, 2019; and 5) on page 8 of the packet, include additional language regarding the unavailable financial statement], seconded by Kirby Metoxen. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

Item XV. is addressed next.

DRAFT**XIV. EXECUTIVE SESSION****A. REPORTS****1. Accept the Bay Bancorporation, Inc. FY-2019 2nd quarter executive report (01:10:35)**

Sponsor: Jeff Bowman, President/Bay Bank

Motion by Jennifer Webster to accept the Bay Bancorporation, Inc. FY-2019 2nd quarter executive report, seconded by Brandon Stevens. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

2. Accept the Oneida ESC Group, LLC. FY-2019 2nd quarter executive report (01:11:01)

Sponsor: Jacquelyn Zalim, Chair/OESC Board of Managers

Motion by Jennifer Webster to accept the Oneida ESC Group, LLC. FY-2019 2nd quarter executive report, seconded by Ernie Stevens III. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

3. Accept the Oneida Seven Generations Corporation FY-2019 2nd quarter executive report (01:11:22)

Sponsor: Pete King III, Agent/OSGC

Motion by Kirby Metoxen to accept the Oneida Seven Generations Corporation FY-2019 2nd quarter executive report, seconded by David P. Jordan. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

4. Accept the Oneida Airport Hotel Corporation FY-2019 2nd quarter executive report (01:11:40)

Sponsor: Robert Barton, President/OAHC

Motion by Kirby Metoxen to accept the Oneida Airport Hotel Corporation FY-2019 2nd quarter executive report, seconded by David P. Jordan. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

5. Accept the Oneida Golf Enterprise FY-2019 2nd quarter executive report (01:11:56)

Sponsor: Chad Fuss, Agent/OGE

Motion by Jennifer Webster to accept the Oneida Golf Enterprise FY-2019 2nd quarter executive report, seconded by Ernie Stevens III. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

DRAFT**6. Accept the Intergovernmental Affairs, Communications, and Self-Governance May 2019 report (01:12:15)**

Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

Motion by Jennifer Webster to accept the Intergovernmental Affairs, Communications, and Self-Governance May 2019 report, seconded by Kirby Metoxen. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

7. Accept the Chief Counsel report (01:12:35)

Sponsor: Jo Anne House, Chief Counsel

Motion by Brandon Stevens to accept the Chief Counsel report, seconded by David P. Jordan. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

B. STANDING ITEMS**1. ONEIDA GOLF ENTERPRISE CORPORATION - LADIES PROFESSIONAL GOLF ASSOCIATION****a. Accept the Thornberry Creek LPGA Classic May 2019 report (01:12:55)**

Motion by Kirby Metoxen to accept the Thornberry Creek LPGA Classic May 2019 report, seconded by Ernie Stevens III. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

C. AUDIT COMMITTEE**1. Accept the Audit Committee FY-2019 2nd quarter executive report (01:13:15)**

Sponsor: David P. Jordan, Councilman

Motion by Brandon Stevens to accept the Audit Committee FY-2019 2nd quarter executive report, seconded by Kirby Metoxen. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

DRAFT**D. UNFINISHED BUSINESS****1. Accept the verbal update on the requested recommendation on next steps - contract # 2017-0244 (01:13:35)**

Sponsor: Larry Barton, Chief Financial Officer

Motion by David P. Jordan to accept the verbal update on the requested recommendation on next steps - contract # 2017-0244, noting further updates will be provided in the bi-monthly Chief Financial Officer report, seconded by Brandon Stevens. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

E. NEW BUSINESS**1. Approve two (2) relinquishment requests (01:14:08)**

Sponsor: Barbara Webster, Chair/Oneida Trust Enrollment Committee

Motion by Kirby Metoxen to approve two (2) relinquishment requests, seconded by Jennifer Webster. Motion carried:

Ayes: Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Abstained: David P. Jordan

Not Present: Daniel Guzman King, Trish King, Lisa Summers

2. Accept the draft FY-2020 budget roll-up #1 and review Chief Financial Officer recommendations (01:14:35)

Sponsor: Trish King, Treasurer

Motion by David P. Jordan to accept the draft FY-2020 budget roll-up #1 and Chief Financial Officer recommendations, including revised recommendation #2., seconded by Kirby Metoxen. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

Motion by Jennifer Webster to direct the Treasurer to work with Finance and Retail Enterprise to make the identified accounting corrections for FY-2020, seconded by Brandon Stevens. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

3. File # 2019-GMDR03-01 - Review complaint (01:15:05)

Sponsor: OBC Officers

Motion by Jennifer Webster to defer file # 2019-GMDR03-01 to the OBC Officers to complete the identified follow-up, seconded by Kirby Metoxen. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

DRAFT**4. ~~Review the Chapter 19 Minimum Internal Control Standards and determine next steps~~**

~~Sponsor: Matthew W. Denny, Chair/Oneida Gaming Commission~~

Item deleted at the adoption of the agenda.

5. Adopt resolution entitled Finalizing the Dissolution of Oneida Seven Generations Corporation (01:16:05)

Sponsor: Jo Anne House, Chief Counsel

Motion by David P. Jordan to defer the resolution entitled Finalizing the Dissolution of Oneida Seven Generations Corporation to the June 12, 2019, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

6. Review case # NG-019-14 and # NG-019-016 (01:16:32)

Sponsor: David P. Jordan, Councilman

Motion by David P. Jordan to send case # NG-019-014 and NG-019-016 to Chief Counsel for review and response to be brought back to the June 12, 2019, regular Business Committee meeting, seconded by Kirby Metoxen. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

XV. ADJOURN (01:48:45)

Motion by David P. Jordan to adjourn at 10:19 a.m., seconded by Brandon Stevens. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Lisa Summers

Minutes prepared by Lisa Liggins, Information Management Specialist
Minutes approved as presented on _____.

Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

Approve the May 23, 2019, quarterly reports Business Committee meeting minutes

Business Committee Agenda Request

1. Meeting Date Requested: 06/12/19

2. General Information:

Session: ☒ Open

☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

☐ Report

☐ Resolution

☒ Minutes

☐ Memo/Letter

☐ Bylaws

☐ Contract

☐ Legal Review

☐ Fiscal Impact Statement

☐ Statement of Effect

☐ Other: *Describe*

4. Budget Information:

☐ Budgeted

☐ Budgeted – Grant Funded

☐ Unbudgeted

☒ Not Applicable

☐ Other: *Describe*

5. Submission:

Authorized Sponsor: Lisa Summers, Secretary

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: LLIGGINS

DRAFT**Oneida Business Committee**

Quarterly Reports Meeting
8:00 AM Thursday, May 23, 2019
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes**QUARTERLY REPORTS MEETING**

Present: Chairman Tehassi Hill, Vice-Chairman Brandon Stevens, Treasurer Trish King, Secretary Lisa Summers, Council members: Daniel Guzman King, David Jordan, Kirby Metoxen, Jennifer Webster;

Not Present: Treasurer Trish King, Secretary Lisa Summers, Council members: Daniel Guzman King;

Arrived at: Councilman Ernie Stevens III at 9:53;

Others present: Jo Anne House, Lisa Liggins, Brooke Doxtator, Valerie Groleau, Jameson Wilson, Laura Manthe, Michele Doxtator, Tonya Webster, John Breuninger, Michael Coleman (via Polycom), Eric Boulanger, Patricia Lassila, Lois Strong, Mark Powless, Vicki Cornelius, Michael Mousseau, Barbara Webster, Keith Doxtator, Jeff Bowman, Nathan King, Jeff House, Pete King III, Jen Falck;

I. CALL TO ORDER

Meeting called to order by Chairman Tehassi Hill at 8:06 a.m.

For the record: Secretary Lisa Summers is out on approved travel. Treasurer Trish King is on pre-planned vacation. Councilman Daniel Guzman King is out on approved travel. Councilman Ernie Stevens III will be arriving late.

II. OPENING (00:00:10)

Opening provided by Chairman Tehassi Hill.

III. ADOPT THE AGENDA (00:04:10)

Motion by Jennifer Webster to adopt the agenda as presented, seconded by David P. Jordan. Motion carried:

Ayes:	Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present:	Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

DRAFT**IV. REPORTS****A. APPOINTED BOARDS, COMMITTEES, COMMISSIONS****1. Accept the Anna John Resident Centered Care Community Board FY-2019 2nd quarter report (00:04:40)**

Sponsor: Candace House, Chair/AJRCCC Board

Motion by David P. Jordan to accept the Anna John Resident Centered Care Community Board FY-2019 2nd quarter report, seconded by Kirby Metoxen. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

Item IV.A.3. is addressed next.

2. Accept the Oneida Nation Arts Board FY-2019 2nd quarter report (01:00:55)

Sponsor: Vacant, Chair/ONAB

Motion by Jennifer Webster to accept the Oneida Nation Arts Board FY-2019 2nd quarter report, seconded by Brandon Stevens. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Jennifer Webster
Opposed: Kirby Metoxen
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

Item IV.B.1. is addressed next.

3. Accept the Environmental Resource Board FY-2019 2nd quarter report (00:07:13)

Sponsor: Jameson Wilson, Chair/ERB

Motion by Jennifer Webster to accept the Environmental Resource Board FY-2019 2nd quarter report, seconded by Brandon Stevens. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

4. Accept the Oneida Community Library Board FY-2019 2nd quarter report (00:17:22)

Sponsor: Dylan Benton, Chair/OCLB

Motion by Jennifer Webster to defer the Oneida Community Library Board FY-2019 2nd quarter report to the June 12, 2019, regular Business Committee meeting, seconded by Kirby Metoxen. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

DRAFT**5. Accept the Oneida Police Commission FY-2019 2nd quarter report (00:18:40)**

Sponsor: Sandra Reveles, Chair/OPoC

Motion by Jennifer Webster to accept the Oneida Police Commission FY-2019 2nd quarter report, seconded by Brandon Stevens. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

6. Accept the Oneida Pow-wow Committee FY-2019 2nd quarter report (00:26:55)

Sponsor: Tonya Webster, Chair/OPwC

Motion by Jennifer Webster to direct the OBC Officers to follow-up with Governmental Services Director on the concern regarding the elder tent, seconded by David P. Jordan. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

Motion by Jennifer Webster to accept the Oneida Pow-wow Committee FY-2019 2nd quarter report, seconded by David P. Jordan. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

7. Accept the Oneida Nation Veterans Affairs Committee FY-2019 2nd quarter report (00:42:24)

Sponsor: James Martin, Chair/ONVAC

Motion by Jennifer Webster to accept the Oneida Nation Veterans Affairs Committee FY-2019 2nd quarter report, seconded by Kirby Metoxen. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

8. Accept the Southeastern Wisconsin Oneida Tribal Services Advisory Board FY-2019 2nd quarter report (00:52:39)

Sponsor: Kathryn LaRoque, Chair/SEOTS

Motion by Jennifer Webster to accept the Southeastern Wisconsin Oneida Tribal Services Advisory Board FY-2019 2nd quarter report, seconded by David P. Jordan. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

9. Accept the Pardon and Forgiveness Screening Committee FY-2019 2nd quarter report (00:57:30)

Sponsor: Eric Boulanger, Chair/PFSC

Motion by David P. Jordan to accept the Pardon and Forgiveness Screening Committee FY-2019 2nd quarter report, seconded by Jennifer Webster. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

Item IV.A.2. is addressed next.

DRAFT**B. ELECTED BOARDS, COMMITTEES, COMMISSIONS****1. Accept the Oneida Nation Commission on Aging FY-2019 2nd quarter report (01:03:45)**

Sponsor: Patricia Lassila, Chair/ONCOA

Motion by Kirby Metoxen to accept the Oneida Nation Commission on Aging FY-2019 2nd quarter report, . Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

2. Accept the Oneida Gaming Commission FY-2019 2nd quarter report (01:36:45)

Sponsor: Matthew W. Denny, Chair/OGC

Motion by Jennifer Webster to accept the Oneida Gaming Commission FY-2019 2nd quarter report, seconded by David P. Jordan. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Kirby Metoxen, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Ernie Stevens III, Lisa Summers

Councilman Ernie Stevens III arrived at 9:53 a.m.

Councilman Kirby Metoxen left at 9:53 a.m.

3. Accept the Oneida Land Claims Commission FY-2019 2nd quarter report (01:47:32)

Sponsor: Loretta V. Metoxen, Chair/OLCC

Motion by David P. Jordan to defer the Oneida Land Claims Commission FY-2019 2nd quarter report to the June 12, 2019, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

4. Accept the Oneida Nation School Board FY-2019 2nd quarter report (01:48:17)

Sponsor: Lisa Liggins, Chair/ONSB

Motion by David P. Jordan to accept the Oneida Nation School Board FY-2019 2nd quarter report, seconded by Jennifer Webster. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

5. Accept the Oneida Election Board FY-2019 2nd quarter report (01:53:55)

Sponsor: Vicki Cornelius, Chair/OEB

Motion by David P. Jordan to accept the Oneida Election Board FY-2019 2nd quarter report, seconded by Brandon Stevens. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster
Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

DRAFT**6. Oneida Land Commission FY-2019 2nd quarter report - not submitted (01:58:20)**

Sponsor: Rae Skenandore, Chair/OLC

Motion by David P. Jordan to defer the Oneida Land Commission FY-2019 2nd quarter report to the June 12, 2019, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

7. Accept the Oneida Trust Enrollment Committee FY-2019 2nd quarter report (02:02:25)

Sponsor: Barbara Webster, Chair/OTEC

Motion by David P. Jordan to accept the Oneida Trust Enrollment Committee FY-2019 2nd quarter report, seconded by Jennifer Webster. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

Chairman Tehassi Hill recessed the meeting for fifteen (15) minutes until 10:30 a.m.

Meeting called to order by Chairman Tehassi Hill at 10:30 a.m.

Roll call for the record:

Present: Chairman Tehassi Hill; Vice-Chairman Brandon Stevens; Councilman David P. Jordan; Councilman Ernie Stevens III; Councilwoman Jennifer Webster;

Not Present: Councilman Daniel Guzman King; Treasurer Trish King; Councilman Kirby Metoxen; Secretary Lisa Summers;

C. CORPORATE BOARDS**1. Accept the Bay Bancorporation, Inc. FY-2019 2nd quarter report (02:07:42)**

Sponsor: Jeff Bowman, President/Bay Bank

Motion by Jennifer Webster to accept the Bay Bancorporation, Inc. FY-2019 2nd quarter report, seconded by Brandon Stevens. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

2. Accept the Oneida ESC Group, LLC. FY-2019 2nd quarter report (02:19:18)

Sponsor: Jacquelyn Zalim, Chair/OESC Board of Managers

Motion by Ernie Stevens III to accept the Oneida ESC Group, LLC. FY-2019 2nd quarter report, seconded by David P. Jordan. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

DRAFT**3. Accept the Oneida Seven Generations Corporation FY-2019 2nd quarter report (02:23:32)**

Sponsor: Pete King III, Agent/OSGC

Motion by David P. Jordan to accept the Oneida Seven Generations Corporation FY-2019 2nd quarter report, seconded by Brandon Stevens. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

Item IV.D.2. is addressed next.

4. Accept the Oneida Airport Hotel Corporation FY-2019 2nd quarter report (02:30:25)

Sponsor: Robert Barton, President/OAHC

Motion by David P. Jordan to accept the Oneida Airport Hotel Corporation FY-2019 2nd quarter report, seconded by Ernie Stevens III. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

5. Accept the Oneida Golf Enterprise FY-2019 2nd quarter report (02:31:15)

Sponsor: Chad Fuss, Agent/OGE

Motion by Brandon Stevens to accept the Oneida Golf Enterprise FY-2019 2nd quarter report, seconded by Jennifer Webster. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

D. STANDING COMMITTEES**1. Accept the Community Development Planning Committee FY-2019 2nd quarter report (02:31:53)**

Sponsor: Ernie Stevens III, Councilman

Motion by Brandon Stevens to accept the Community Development Planning Committee FY-2019 2nd quarter report, seconded by David P. Jordan. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

Item IV.D.3. is addressed next.

DRAFT**2. Accept the Legislative Operating Committee FY-2019 2nd quarter report (02:24:58)**

Sponsor: David P. Jordan, Councilman

Motion by Jennifer Webster to accept the Legislative Operating Committee FY-2019 2nd quarter report, seconded by Ernie Stevens III. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

Item IV.C.4. is addressed next.

3. Accept the Quality of Life Committee FY-2019 2nd quarter report (02:32:45)

Sponsor: Brandon Stevens, Vice-Chairman

Motion by Ernie Stevens III to accept the Quality of Life Committee FY-2019 2nd quarter report, seconded by Jennifer Webster. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

4. Accept the Finance Committee FY-2019 2nd quarter report (02:33:23)

Sponsor: Trish King, Treasurer

Motion by David P. Jordan to accept the Finance Committee FY-2019 2nd quarter report, seconded by Jennifer Webster. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

E. OTHER**1. Accept the Oneida Youth Leadership Institute FY-2019 2nd quarter report (02:33:49)**

Sponsor: Richard Elm-Hill, President/OYLI Board of Directors

Motion by David P. Jordan to accept the Oneida Youth Leadership Institute FY-2019 2nd quarter report, seconded by Ernie Stevens III. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

DRAFT

V. ADJOURN (02:34:19)

Motion by David P. Jordan to adjourn at 10:57 a.m., seconded by Ernie Stevens III. Motion carried:

Ayes: Brandon Stevens, David P. Jordan, Ernie Stevens III, Jennifer Webster

Not Present: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers

Minutes prepared by Lisa Liggins, Information Management Specialist

Minutes approved as presented on _____.

Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

Approve the June 3, 2019, special Business Committee meeting minutes

Business Committee Agenda Request

1. Meeting Date Requested: 06/12/19

2. General Information:

Session: ☐ Open

☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

☐ Report

☐ Resolution

☒ Minutes

☐ Memo/Letter

☐ Bylaws

☐ Contract

☐ Legal Review

☐ Fiscal Impact Statement

☐ Statement of Effect

☐ Other: *Describe*

4. Budget Information:

☐ Budgeted

☐ Budgeted – Grant Funded

☐ Unbudgeted

☒ Not Applicable

☐ Other: *Describe*

5. Submission:

Authorized Sponsor: Lisa Summers, Secretary

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: LLIGGINS

DRAFT**Oneida Business Committee**

Special Meeting
1:30 PM Monday, June 03, 2019
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes

SPECIAL MEETING

Present: Chairman Tehassi Hill, Council members: Daniel Guzman King, David Jordan, Kirby Metoxen, Jennifer Webster;

Not Present: Vice-Chairman Brandon Stevens, Treasurer Trish King;

Arrived at: Secretary Lisa Summers at 1:38 p.m., Ernest Stevens III at 1:32 p.m.;

Others present: Jo Anne House, Larry Barton, Debbie Thundercloud, Lisa Liggins, Brian Doxtator, Chad Fuss, Clorissa Santiago, Brandon Wisneski;

I. CALL TO ORDER

Meeting called to order by Chairman Tehassi Hill at 1:30 p.m.

For the record: Vice-Chairman Brandon Stevens is meeting with a visiting dignitary. Treasurer Trish King is out on personal time.

II. OPENING (00:00:30)

Opening provided by Councilman Daniel Guzman King.

III. ADOPT THE AGENDA (00:01:20)

Motion by Jennifer Webster to adopt the agenda with one (1) addition [add an executive session new business item entitled Approve the Second Amendment to Loan Agreement - file # 2018-0172], seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Jennifer Webster

Not Present: Trish King, Brandon Stevens, Ernie Stevens III, Lisa Summers

Councilman Ernie Stevens III arrived at 1:32 p.m.

DRAFT

IV. GENERAL TRIBAL COUNCIL

A. Approve the notice and the materials for July 11, 2019, tentatively scheduled semi-annual General Tribal Council meeting (00:02:08)

Sponsor: Lisa Summers, Secretary

Secretary Lisa Summers arrived at 1:38 p.m.

Motion by David P. Jordan to approve the notice and the materials for July 11, 2019, tentatively scheduled semi-annual General Tribal Council meeting with the noted changes [insert two (2) topic pages, update one (1) memo, insert one (1) memo, and insert appendix], seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster
Not Present: Trish King, Brandon Stevens

V. EXECUTIVE SESSION (00:28:46)

Motion by Lisa Summers to go into executive session at 2:00 p.m., seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster
Not Present: Trish King, Brandon Stevens

Motion by David P. Jordan to come out of executive session at 2:36 p.m., seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens III, Lisa Summers, Jennifer Webster
Not Present: Trish King, Brandon Stevens

Roll call for the record:

Present: Chairman Tehassi Hill; Councilman Daniel Guzman King; Councilman David P. Jordan; Councilman Kirby Metoxen; Councilman Ernie Stevens III; Secretary Lisa Summers; Councilwoman Jennifer Webster;
Not Present: Treasurer Trish King; Vice-Chairman Brandon Stevens;

A. NEW BUSINESS

1. Approve the Second Amendment to Loan Agreement - file # 2018-0172 (00:29:57)

Sponsor: Trish King, Treasurer

Motion by Jennifer Webster to approve the Second Amendment to Loan Agreement Between Oneida Golf Enterprise and Oneida Nation Regarding Thornberry Creek at Oneida LPGA Tournament - file # 2018-0172, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Ernie Stevens III, Lisa Summers, Jennifer Webster
Opposed: Kirby Metoxen
Not Present: Trish King, Brandon Stevens

DRAFT

VI. ADJOURN (00:30:48)

Motion by David P. Jordan to adjourn at 2:37 p.m., seconded by Lisa Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens
III, Lisa Summers, Jennifer Webster

Not Present: Trish King, Brandon Stevens

Minutes prepared by Lisa Liggins, Information Management Specialist

Minutes approved as presented on _____.

Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

Oneida Business Committee Agenda Request

Adopt resolution entitled Authorizing the Purchase of Extrication Equipment for the Village of Hobart using

1. Meeting Date Requested: 06 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

Approve BC Resolution **Authorizing the Purchase of Extrication Equipment for the Village of Hobart using Self-Governance Funds for the purpose of Fire Protection Services**

3. Supporting Materials☐ Report ☒ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☒ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution ☒ Budgeted - Grant Funded ☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

This resolution allows for the purchase of extrication equipment using Self-Governance funds designated for the purpose of carrying out Community Fire Protection services. This equipment will be used by the Village of Hobart Fire Department which will better provide Fire Protection for Oneida members living within Hobart.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Nation

Post Office Box 365

Phone: (920) 869-2214



Oneida, WI 54155

BC Resolution # _____

Authorizing the Purchase of Extrication Equipment for the Village of Hobart using Self-Governance Funds for the purpose of Fire Protection Services

- 1
2
3
4 **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe
5 recognized by the laws of the United States of America; and
6
7 **WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
8
9 **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1,
10 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
11
12 **WHEREAS,** it is the mission of the Oneida Nation to govern and protect the people, land, and resources
13 of the Oneida Nation; and
14
15 **WHEREAS,** the Oneida Nation has a compact and funding agreement with the Department of Interior's
16 Bureau of Indian Affairs (BIA) pursuant to Title IV of the Indian Self-Determination and
17 Education Assistance Act (P.L. 93-638); and
18
19 **WHEREAS,** in accordance with the funding agreement, the Oneida Nation assumes responsibility for
20 implementing the Community Fire Protection program; and
21
22 **WHEREAS,** the Oneida Nation receives recurring Self-Governance funds for carrying out Community
23 Fire Protection services for the purpose of supporting Tribal staff, training volunteer
24 firefighters, repairing existing firefighting equipment, purchasing additional equipment, and
25 more; and
26
27 **WHEREAS,** both the Oneida Nation and the Village of Hobart exercise jurisdiction and provide
28 governmental services within their respective territories, and the Oneida Nation has a good
29 working relationship with the Village of Hobart Fire Department; and
30
31 **WHEREAS,** the Oneida Nation has consulted with the Village of Hobart Fire Department regarding its
32 needs, and that the Oneida Nation is fulfilling the identified needs of the Village of Hobart
33 Fire Department for the protection and benefit of the entire community, including members
34 of the Oneida Nation; and
35
36 **WHEREAS,** the Oneida Nation understands the importance of having proper fire protection equipment,
37 including extrication equipment, to ensure the Oneida Nation's people, land, and resources
38 are protected; and
39
40 **WHEREAS,** the Oneida Nation does not currently have its own fire department but relies on surrounding
41 municipalities to provide fire protection services; and
42

BC Resolution # _____

Authorizing the Purchase of Extrication Equipment for the Village of Hobart using Self-Governance Funds for the purpose
of Fire Protection Services
Page 2 of 2

43 **WHEREAS,** the Village of Hobart Fire Department provides fire protection services to the Oneida Nation
44 and its members; and
45

46 **WHEREAS,** the Village of Hobart Fire Department has expressed a need for a battery powered set of
47 extrication tools; and
48

49 **WHEREAS,** the Oneida Business Committee determined that the members of the Oneida Nation will
50 benefit from the purchase of the extrication equipment and decided to purchase such
51 equipment using funds designated for Community Fire Protection services.
52

53 **NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee authorizes Self-Governance
54 funds designated for Community Fire Protection services in the amount of \$28,395.00, from Fiscal Years
55 2008-2010, be used to purchase extrication equipment from Fire-Rescue Supply LLC.
56
57



Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54155-0365
Oneida-nsn.gov



Statement of Effect

Authorizing the Purchase of Extrication Equipment for the Village of Hobart using Self-Governance Funds for the purpose of Fire Protection Services

Summary

This resolution authorizes Self-Governance funds designated for Community Fire Protection services in the amount of twenty-eight thousand three hundred and ninety-five dollars (\$28,395), from Fiscal Years 2008-2010, be used to purchase extrication equipment from Fire-Rescue Supply LLC for the Village of Hobart Fire Department to use in the provision of fire protection services to the entire community, including members of the Oneida Nation.

Submitted by: Kristen M. Hooker, Staff Attorney, Legislative Reference Office

Date: May 1, 2019

Analysis by the Legislative Reference Office

Pursuant to a compact and funding agreement with the Department of Interior's Bureau of Indian Affairs ("BIA"), the Oneida Nation receives recurring Self-Governance funds to implement and carry out a Community Fire Protection program within its territory. The funds are used for purposes of, including, but not limited to, supporting Tribal staff, training volunteer firefighters, repairing existing firefighting equipment, and purchasing additional equipment.

Both the Oneida Nation and the Village of Hobart ("Village") exercise jurisdiction and provide governmental services within their respective territories. The Nation does not currently have its own fire department, and thus, relies on surrounding municipalities, including the Village, to provide fire protection services to its members. The Nation and the Village's Fire Department ("Department") have a good working relationship.

The Department has expressed a need for a battery powered set of extrication tools to assist in its provision of fire protection services to the entire community, including members of the Oneida Nation. The Nation understands the importance of having proper fire protection equipment to ensure its members, land and resources are protected, and thus, recognizes that the Nation will benefit from the purchase of the extrication equipment.

This resolution would authorize that Self-Governance funds designated for Community Fire Protection services in the amount of twenty-eight thousand three hundred and ninety-five dollars (\$28,395), from Fiscal Years 2008-2010, be used to purchase a battery powered set of extrication tools from Fire-Rescue Supply, LLC.

Conclusion

Adoption of this resolution would not conflict with any of the Nation's laws.

Oneida Business Committee Agenda Request

Adopt resolution entitled Authorizing the Transfer of General Self-Governance Funds to the Town of...

1. Meeting Date Requested: 06 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

Approve BC Resolution **Authorizing the Transfer of General Self-Governance Funds to the Town of Oneida for the Purchase of a Back-up Generator System**

3. Supporting Materials☐ Report ☒ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☒ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution ☒ Budgeted - Grant Funded ☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter: Candice E. Skenandore, Self Governance Coordinator/IGAC
Your Name, Title / Dept. or Tribal MemberAdditional Requestor: _____
Name, Title / Dept.Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

This resolution allows for the transfer of general Self-Governance carryover funds to the Town of Oneida for the purchase of a generator back up system. This system will be used at the County H Fire Station which will allow the Fire Department to become a command center and will be an essential location for emergency personal and the community to gather during times of natural and man-made disasters. The generator backup system will allow the Fire Department to be fully functional during times of power outages.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Nation

Post Office Box 365

Phone: (920) 869-2214



Oneida, WI 54155

BC Resolution # _____

Authorizing the Transfer of General Self-Governance Funds to the Town of Oneida for the Purchase of a Back-up Generator System

- 1
2
3
4 **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe
5 recognized by the laws of the United States of America; and
6
7 **WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
8
9 **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1,
10 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
11
12 **WHEREAS,** it is the mission of the Oneida Nation to govern and protect the people, land, and resources
13 of the Oneida Nation; and
14
15 **WHEREAS,** the Oneida Nation has a compact and funding agreement with the Department of Interior's
16 Bureau of Indian Affairs (BIA) pursuant to Title IV of the Indian Self-Determination and
17 Education Assistance Act (P.L. 93-638); and
18
19 **WHEREAS,** Article III, Section 5 of the compact with the Department of Interior states that reallocation
20 of funds from one program, activity, function, or service to another within a General Budget
21 Category, or from one General Budget Category to another does not require Secretarial
22 consent; and
23
24 **WHEREAS,** in accordance with Section 2 of the funding agreement between the Oneida Nation and
25 Department of Interior, the Oneida Nation has broad authority to reallocate funding
26 between programs; and
27
28 **WHEREAS,** the Oneida Nation has assumed the responsibility of implementing the Community Fire
29 Protection program pursuant to Section 2 of the funding agreement; and
30
31 **WHEREAS,** the Oneida Nation and the Town of Oneida enjoy a relationship of mutual trust and respect;
32 and
33
34 **WHEREAS,** the Oneida Nation and the Town of Oneida have been and continue to be good neighbors,
35 and desire in the spirit of cooperation between the two governments to continue doing so;
36 and
37
38 **WHEREAS,** both the Oneida Nation and the Town of Oneida exercise jurisdiction and provide
39 governmental services within their respective territories, and both recognize the
40 importance of collaborative efforts to mitigate costs associated with providing
41 governmental services; and
42

BC Resolution # _____

Authorizing the Transfer of General Self-Governance Funds to the Town of Oneida for the Purchase of a Back-up
Generator System
Page 2 of 2

43 **WHEREAS,** the Town of Oneida Fire Department is requesting a monetary donation for a generator
44 back-up system for the County H Fire Station; and
45

46 **WHEREAS,** the generator back-up system will allow the Town of Oneida Fire Department to become a
47 command center for natural or man-made disasters; and
48

49 **WHEREAS,** the Town of Oneida Fire Department would become an essential location for emergency
50 personal to gather for the community; and
51

52 **WHEREAS,** the Fire Department does not currently have a generator which is essential to open the
53 overhead doors to allow the fire trucks to leave the garage when an emergency occurs
54 during a power outage; and
55

56 **WHEREAS,** the back-up generator system would allow the Town of Oneida Fire Department to be fully
57 functional in times of a power outage; and
58

59 **WHEREAS** the Oneida Nation understands the importance of having proper fire protection equipment,
60 including the need for generator that will ensure fire protection equipment can be used in
61 times of a power outage; and
62

63 **WHEREAS,** the Oneida Nation does not currently have its own fire department but relies on surrounding
64 municipalities to provide fire protection services; and
65

66 **WHEREAS,** the Town of Oneida provides fire protection services to the Oneida Nation and its members;
67 and
68

69 **WHEREAS,** the Oneida Business Committee determined that the members of the Oneida Nation will
70 be better protected with the purchase of the back-up generator system and a fully functional
71 command center.
72

73 **NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee authorizes that general Self-
74 Governance carryover funds in the amount of \$31,200 be made available to the Town of Oneida for the
75 purchase of the back-up generator system.
76
77



Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54155-0365
Oneida-nsn.gov



Statement of Effect

Authorizing the Transfer of General Self-Governance Funds to the Town of Oneida for the Purchase of a Back-up Generator System

Summary

This resolution authorizes general Self-Governance carryover funds in the amount of thirty-one thousand two hundred dollars (\$31,200) be made available to the Town of Oneida to purchase a generator back-up system for the Town of Oneida Fire Department's County H Fire Station.

Submitted by: Kristen M. Hooker, Staff Attorney, Legislative Reference Office

Date: May 1, 2019

Analysis by the Legislative Reference Office

Pursuant to a compact and funding agreement ("Agreement") with the Department of Interior's Bureau of Indian Affairs ("BIA"), the Oneida Nation receives Self-Governance funding to implement certain governmental programs and services. One of the programs that the Nation has assumed the responsibility for implementing under Section 2 of the Agreement is the Community Fire Protection Program.

According to Section 2 of the Agreement, the Nation has broad authority to reallocate funding between programs. If that reallocation of funding is from one program, activity, function or service to another within a General Budget Category, or from one General Budget Category to another, Section 5 of the Agreement states that Secretarial consent is not required.

Both the Nation and the Town of Oneida ("Town") exercise jurisdiction and provide governmental services within their respective territories. And, as neighbors, both governments recognize the importance of working collaboratively to mitigate the costs associated with providing those services.

The Nation does not currently have its own fire department, and thus, relies on surrounding municipalities, including the Town, to provide fire protection services to its members. The Town's Fire Department ("Department") does not have a back-up generator that enables it to be fully functional in the event of a power outage. With a back-up generator, the Department would be able to open its overhead doors so that fire trucks could leave the garage to respond to emergencies that occur during a power outage. It would also allow the Department to act as a command center for emergency personnel to gather in the event of a natural or man-made disaster.

The Town is requesting a monetary donation to purchase a generator back-up system for the Department's County H Fire Station. The Oneida Nation understands the importance of having proper fire protection equipment. It further understands that its members will be better protected with the purchase of a back-up generator that allows the Department to use the fire protection

equipment during a power outage and act as a fully functional command center in the event of a natural or man-made disaster.

This resolution would make general Self-Governance carryover funds in the amount of thirty-one thousand two hundred dollars (\$31,200) available to the Town of Oneida to purchase the generator back-up system referenced herein for the Town of Oneida Fire Department to use at its County H Fire Station.

Conclusion

Adoption of this resolution would not conflict with any of the Nation's laws.

Adopt resolution entitled **Resolution of Support for the Indian Buffalo Management Act**
Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 12 / 19

2. General Information:

Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

OBC Approval of the InterTribal Buffalo Council's Resolution of Support for the Indian Buffalo Management Act.

3. Supporting Materials

☐ Report ☒ Resolution ☐ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Denise Vigue, Executive Assistant to the CFO
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

The Oneida Nation is a member of the ITBC and the council supports the IBMA, the BC's support of this resolution would help promote sponsor or co-sponsor of the Act in the U.S. House of Representatives and U.S. Senate.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # Leave this line blank Support for the Indian Buffalo Management Act

- 1 **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe
2 recognized by the laws of the United States of America; and
3
4 **WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
5
6 **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1,
7 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
8
9 **WHEREAS,** the Oneida Nation has a cultural, spiritual, and traditional connection with the buffalo; and
10
11 **WHEREAS,** the presence of the buffalo promotes tribal sovereignty and self-determination because
12 they provide jobs and food, and are a source of income through tourism, meat sales, and
13 hunting permits; and
14
15 **WHEREAS,** the InterTribal Buffalo Council (ITBC) is a federally-chartered, Indian organization with 68
16 member-Tribes in 19 states, with a total of 55 buffalo herds (over 20,000 buffalo
17 collectively) that are managed on Indian trust lands; and
18
19 **WHEREAS,** ITBC's mission is to promote the social welfare of American Indians and Native Alaskans
20 by restoring buffalo to Indian lands to restore the cultural, spiritual, and traditional
21 connection between buffalo and indigenous people; and
22
23 **WHEREAS,** ITBC has received federal funding from the Department of Interior, Bureau of Indian Affairs
24 since 1992 in varying amounts to award herd development grants to member Tribes and
25 to provide technical assistance for buffalo management; and
26
27 **WHEREAS,** the Bureau of Indian Affairs has determined the level of funding for ITBC through a
28 discretionary Natural Resources line item which has resulted in stagnant funding for the
29 past 10 years despite the growth of ITBC membership and increase in the number of Tribal
30 herds; and
31
32 **WHEREAS,** the Oneida Nation is a member of ITBC; and
33
34 **WHEREAS,** ITBC has developed and long promoted the Indian Buffalo Management Act that would
35 create a permanent program with a specific line-item in the Department of the Interior's
36 budget for tribal buffalo restoration and promotion programs; and
37
38 **WHEREAS,** ITBC has requested members of the United States House of Representatives and Senate
39 sponsor or co-sponsor the Indian Buffalo Management Act either as stand-alone legislation
40 or as a rider to moving Appropriations bills or other legislative efforts; and
41

BC Resolution # _____
Support for the ITBC Act
Page 2 of 2

42
43 **WHEREAS,** ITBC seeks support for the Indian Buffalo Management Act from member-Tribes for
44 support in the House and to be introduced in the Senate; and
45

46 **NOW THEREFORE BE IT RESOLVED,** the Oneida Nation encourages Wisconsin's congressional
47 delegation to sponsor, co-sponsor and/or support the InterTribal Buffalo Council's Indian Buffalo
48 Management Act in the United States House of Representatives and Senate.
49
50

Oneida Business Committee Agenda Request

Adopt resolution entitled Correcting resolution # BC-05-22-19-A - Approval of Use of Economic...

1. Meeting Date Requested: 6 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

Adopt resolution entitled Correcting resolution # BC-05-22-19-A - Approval of Use of Economic Development, Diversification and Community Development Fund for Project ED18-007, Industrial Hemp Pilot Project

3. Supporting Materials☐ Report ☒ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter: Requested by: Grace Koehler, Executive Assistant, C&EDD
Your Name, Title / Dept. or Tribal MemberAdditional Requestor: _____
Name, Title / Dept.Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request**6. Cover Memo:**

Describe the purpose, background/history, and action requested:

A proposed BC Resolution was submitted for the 5/22/19 OBC open session meeting. The dollar value in BC Resolution #05-22-19-A was approved with an incorrect dollar value in the NOW THEREFORE BE IT RESOLVED, section.

The attached BC Resolution seeks to correct the dollar value needed and supersedes the BC Resolution #05-22-19-A .

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # _____

Correcting resolution # BC-05-22-19-A - Approval of Use of Economic Development, Diversification and Community Development Fund for Project ED18-007, Industrial Hemp Pilot Project

WHEREAS, the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Nation; and

WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and

WHEREAS, the Economic Development, Diversification and Community Development Fund was created by resolutions # BC-09-28-16-B, BC-09-28-16-B and the procedures for use of the fund set forth in resolution # BC-12-12-18-B, *Updating and Clarifying Access to the Economic Development, Diversification and Community Development Fund*; and

WHEREAS, the ED18-007 Industrial Hemp Project Team has requested an allocation from the Fund to support the 2019 Industrial Hemp Pilot Project, for the necessary supplies and equipment to carry out the work planned for the 2019 growing season; and

WHEREAS, in accordance with resolution # BC-12-12-18-B, Resolve #3, the Community and Economic Development Division Director has submitted an agenda request approving the request as consistent with the purposes of the fund;

WHEREAS, resolution # BC-05-22-19-A which approved the use of Economic Development, Diversification and Community Development Fund Fund for Project ED18-007, the Industrial Hemp Pilot Project, included an error in the approved allocation amount;

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee does approve the allocation of \$90,000 from the Economic Development, Diversification and Community Development Fund for the purposes of supporting Project ED18-007, to fulfill the requirements of the Industrial Hemp Pilot Project and has designated Pat Pelky as being the party responsible for overseeing the expenditure of these funds.

NOW THEREFORE BE IT FINALLY RESOLVED, adoption of this resolution supersedes Oneida Business Committee resolution # BC-05-22-19-A.



Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54155-0365
Oneida-nsn.gov



Statement of Effect

Correcting Resolution BC-05-22-19-A Approval of Use of Economic Development, Diversification and Community Development Fund for Project ED18-007, Industrial Hemp Pilot Project

Summary

The resolution corrects resolution BC-05-22-19-A which approved the use of the Economic Development, Diversification and Community Development Fund for the Industrial Hemp Pilot Project due to an error in the approved allocation amount. This resolution then approves the allocation of \$90,000 from the Economic Development, Diversification and Community Development Fund for the purpose of supporting Project ED18-007.

Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office

Date: June 7, 2019

Analysis by the Legislative Reference Office

The Economic Development, Diversification and Community Development Fund (“the Fund”) was created and reaffirmed by resolutions BC-09-28-16-B, BC-07-12-17-A, BC-12-12-18-B, and BC-01-23-19-C.

The Industrial Hemp Project Team has requested an additional allocation of \$90,000 from the Fund to support the 2019 Industrial Hemp Pilot Project, for the necessary supplies and equipment to carry out the work planed for the 2019 growing season.

Resolution BC-01-23-19-C requires the Community and Economic Development Division Director to review every request for use of the Fund, determine if the proposed use is consistent with the Fund, and provide a written recommendation to the Oneida Business Committee regarding whether to authorize funds to be allocated from the Fund to a specific project.

This resolution states that this requirement was met by the action of the Community and Economic Development Division Director submitting an agenda request approving the request as consistent with the purposes of the fund.

Resolution BC-01-23-19-C also requires that the Oneida Business Committee be responsible for authorizing use of the Fund by a resolution clearly identifying the amount of funds authorized and purpose of the funds, which may be identified by a contract number, CIP number, economic development opportunity number or other easily trackable number or designation, and the employee responsible for authorizing expenditures of the authorized amount.

This resolution states that the Oneida Business Committee does approve the allocation of \$90,000 from the Fund for the purposes of supporting Project ED18-007, to fulfill the requirements of the Industrial Hemp Pilot Project and has designated Pat Pelky as being the party responsible for overseeing the expenditure of these funds.

This resolution supersedes and corrects resolution BC-05-22-19-A, which included an error in the approved allocation amount for the Industrial Hemp Pilot Project.

Conclusion

Adoption of this resolution would not conflict with any of the Nation's laws.

Oneida Business Committee Agenda Request

Adopt resolution entitled Approval of Use of Economic Development, Diversification and Community...

1. Meeting Date Requested: 6 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☒ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Additional Requestor:

Additional Requestor:

Oneida Business Committee Agenda Request**6. Cover Memo:**

Describe the purpose, background/history, and action requested:

\$5,000 has been budgeted in the FY19 BC Special Project line for a box lacrosse field. The estimate to best build the first box lacrosse field in Oneida is \$7,500; therefore, \$2,500 is being requested from the Economic Development, Diversification, and Community Development Fund to assist with covering the purchase of materials.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org



Oneida Nation
Oneida Business Committee
PO Box 365 • Oneida, WI 54155-0365
oneida-nsn.gov



Memorandum

To: Oneida Business Committee
Community Development Planning Committee
Troy Parr, C&EDD Director

From: Ernest Stevens III, CDPC Chair 

Date: May 28, 2019

Re: Request for Economic Development Diversification and
Community Development Fund Set-Aside Funds

The first box lacrosse field on the Oneida Reservation is being built at the Cora House Park located off Jonas Circle. (See the Box Lacrosse Quick Facts attachment for additional information.)

The goal is to accomplish the building of the lacrosse box as inexpensively and quickly as possible by Friday, June 21st. The Public Works Division, Planning, Recreation, Land Management, Parks, and Area of Community Enrichment (Parks & Recreation) Administration staff have been consulted and have assisted with the design of the field and particulars of the build, including the materials list. In order to accomplish the build, additional funds of \$2500 is being requested.

Cost Estimate

- \$7500 – Highest cost estimate for materials purchased through Home Depot.
(See attachment for details)
- \$5000 – FY19 funding approved through the BC Special Project line for a box lacrosse field.
- \$2500 – Request for additional funding from the Economic Development Diversification and Community Development Fund to cover the remaining cost of materials.

Timeline

- June 6th: CDPC agenda request for review of funding request for lacrosse box.
- June 12th: BC agenda request for approval of \$2500 from the Economic Development, Diversification and Community Development Fund for materials and approval of a resolution authorizing skilled employees to assist with the build.
- June 14th: Dig holes, put poles in, and cement end poles.
- June 17th: Community Build of lacrosse box.
- June 21st: Indigenous Games tryouts (tentative)

July 2nd: LPGA event – N7 will be bringing in the Thompson Brothers.

Request

Approval of \$2,500 from the Economic Development, Diversification and Community Development set-aside funds to assist with the cost of materials for a lacrosse box field.

cc: Susan House
 Jacque Boyle
 Pogi Dessart

Box Lacrosse Quick Facts

Box Lacrosse vs. Field Lacrosse

- Two teams of 5 people and a goalie on each team play on the field at one time.
- There are more padding, different helmets and different stringing of the sticks because the box game is more aggressive.
- The field is much smaller- usually made from converted ice rinks vs. field lacrosse where the field is bigger than a football field.
- The box lacrosse athlete learns to play a quick game because of the small field. The field lacrosse player plays a slower game because of all the players and more space.
- A box player makes a quicker more skilled field player; however, it is more difficult to make a box player out of a field lacrosse athlete. The box player is more agile, tougher, and has a different view of the field because the game is quicker and more aggressive in comparison to field lacrosse.
- Successful collegiate and professional players, such as the Thompson Brothers, attribute growing up playing box lacrosse to better preparing them for lacrosse on all levels.

Box Lacrosse in Oneida

- We have at minimum 20 men that are playing box lacrosse off the reservation because we do not have a field available for them.
- The men's league currently plays at the NHC gym and during the winter months, when it is available.
- We now have Oneida youth learning to play box thanks to a few coaches who started a box program to prepare for the 2020 Indigenous Games and beyond.
- Several box teams are being formed in the State including Team Wisconsin, which just formed last year for the first time ever.
- The Oneida team will be able to play tournaments locally, regionally, and nationally but do not have a lacrosse box to practice on.
- Oneida boys competed in the previous indigenous game lacrosse which was box style and because they had no experience they did not do very well.
- Having this box and the right training program to go with it will better prepare our kids for the 2020 games.


Box Lacrosse Draft - 170ft x 80ft

Item	Number Needed	Cost	Total	Notes
3/4in x 4ft x 8ft	63	\$36.00	\$2,268.00	Pressure treated ground contact plywood
2in x 4in x 8in	189	\$5.00	\$945.00	3 braces between 4 ft posts; Pressure treated ground contact
6in x 6in x 8ft	125	\$29.00	\$3,625.00	Posts every 4 ft, 4 ft, in the ground
4in x 4in x 8ft	125	\$11.50	\$1,437.50	Second option
Galvanized poles	125	\$10.23	\$1,278.75	third option
60 pound bag of concrete	22	\$3.35	\$73.70	1 bag will cover 2 posts- every 3rd post
Bag of pea pebble	44	\$2.98	\$131.12	1 bag for each post (42 posts)
Gate hardware	3	\$30.00	\$90.00	to make exchange doors and mower door
Goalie nets	2	\$100.00	\$200.00	6mm net online, welder build frame with triangle, flat bottom
Ground anchors, chain lock	2	\$20.00	\$40.00	Parks Dept. to anchor and lock goalie nets
screws	10	\$12.00	\$120.00	25 pack 1/2in x 1-1/2in
6x6 poles total			\$7,492.82	first option in list
4x4 poles total			\$6,584.07	Second option in list
Galvanized pole total			\$5,146.57	third option in list

Updated: 5/23/19

Memo

To: Oneida Business Committee

From: Troy D. Parr, AIA, Community & Economic Development Division Director 

CC: Cathy Bachhuber, Assistant to Councilman Ernie Stevens

Date: June 5, 2019

Re: Recommendation for for use of the Economic Diversification and Community Development Set-aside Fund – ED#19-011 Box Lacrosse Project

Background

A memo addressed to the OBC, CDPC and I, was received on June 4, 2019. This memo from Councilman Ernie Stevens was submitting a request to use the Economic Diversification and Community Development set-aside partially fund to a box lacrosse field. According to the memo, \$5000 will be used from the BC Special Project line for a box lacrosse field.

This request is for \$2500 and included the following description of the fund use: *"Request for additional funding from the Economic Development Diversification and Community Development Fund to cover the remaining cost of materials."*

Findings after Review

In accordance with the latest OBC Resolution #12-12-18-B in my opinion, this appears to be an appropriate use of the Economic, Diversification and Community Development fund from a community development perspective.

In Closing

This funding allocation will support the Oneida Nation's community development efforts in the Oneida Reservation that are guided by the Oneida Nation Comprehensive Plan. The two most applicable plan elements include: Parks & Recreation, and Social Wellness.

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # _____

Approval of Use of Economic Development, Diversification and Community Development Fund for a Lacrosse Box

WHEREAS, the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Nation; and

WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and

WHEREAS, the Economic Development, Diversification and Community Development Fund was created by resolutions # BC-09-28-16-B, BC-09-28-16-B and the procedures for use of the fund set forth in resolution # BC-12-12-18-B, *Updating and Clarifying Access to the Economic Development, Diversification and Community Development Fund*; and

WHEREAS, An allocation of \$2,500 is requested from the Fund to support purchasing of materials for the building of a lacrosse box at the Cora House Park; and

WHEREAS, in accordance with resolution # BC-12-12-18-B, Resolve #3, the Community and Economic Development Division Director has submitted an agenda request approving the request as consistent with the purposes of the fund;

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee does approve the allocation of \$2,500 from the Economic Development, Diversification and Community Development Fund for the purposes of supporting the purchase of materials for a box lacrosse field for the Oneida Community, and identifies Jacque Boyle, Public Works Division Director, as the responsible party for expenditure of these funds.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; __ members were present at a meeting duly called, noticed and held on the ____ day of ____, 2019; that the forgoing resolution was duly adopted at such meeting by a vote of __ members for, __ members against, and __ members not voting*; and that said resolution has not been rescinded or amended in any way.

Oneida Business Committee Agenda Request

Adopt resolution entitled Authorizing Use of Employee Time to Build the Inaugural Community Box...

1. Meeting Date Requested: 6 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

Motion to adopt the resolution titled "Authorizing Use of Employee Time to Build the Inaugural Community Box Lacrosse Field at Cora House Park".

3. Supporting Materials☐ Report ☒ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Request for adoption of a resolution which would authorize supervisors to allow employees with general construction skills up to eight (8) hours paid time on Friday, June 14th and Monday, June 17th to assist with the build of a lacrosse box during daytime hours at Cora House Park.

DPW will be conducting and overseeing the build, so they will utilize any and all SOPs for semi permanent development in conjunction with Parks and Recreation.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org



Oneida Nation
Oneida Business Committee
PO Box 365 • Oneida, WI 54155-0365
oneida-nsn.gov



Memorandum

To: Oneida Business Committee
From: Ernest Stevens III, CDPC Chair
Date: May 28, 2019
Re: Request for Employee Assistance to Build a Lacrosse Box
During Work Hours

The first box lacrosse field on the Oneida Reservation is being built at the Cora House Park located off Jonas Circle. We are asking community members to assist in building this field and asking for assistance from skilled employees. (See the Box Lacrosse Quick Facts attachment for additional information.)

The goal is to accomplish the building of the lacrosse box as inexpensively and quickly as possible by June 21st. We would like to have the field completed in time for the LPGA event- N7 athletes- Thompson brothers visit so that we can host a skill building clinic, possibly a youth game, and men's league expo. The skill-building and expo is important for the youth so that they can be exposed to the fast-paced game before the Indigenous Games in 2020. This year, we hope to have the Team Wisconsin Box Lacrosse tryouts on our reservation in a field that was built by the community to support the community.

Public Works Division, Planning, Recreation, Land Management, Parks, and Area of Community Enrichment (Parks & Recreation) Administration staff have been consulted and have assisted with the design of the field and particulars of the build.

Timeline

June 6th: CDPC agenda request for review of funding request for lacrosse box.
June 12th: BC agenda request for approval of \$2500 from the Economic Development, Diversification and Community Development Fund for materials and approval of a resolution (see attached) authorizing skilled employees to assist with the build.
June 14th: Dig holes, put poles in, and cement end poles.
June 17th: Community Build of lacrosse box.
June 21st: Indigenous Games tryouts (tentative)
July 2nd: LPGA event – N7 will be bringing in the Thompson Brothers.

Request

The goal is to accomplish the building of the field as inexpensively and quickly as possible. Community members and lacrosse players have agreed to assist but with the build needing to occur during the work day, availability will be limited. With limited time to complete the project by June 21st, we are requesting the OBC to adopt the resolution titled *Authorizing Use of Employee Time to Build the Inaugural Community Box Lacrosse Field at Cora House Park* which would authorize supervisors to allow employees with general construction skills up to eight (8) hours paid time on Friday, June 14th and Monday, June 17th to assist with the build during daytime work hours.

Requested Motion

Motion to adopt the resolution titled *Authorizing Use of Employee Time to Build the Inaugural Community Box Lacrosse Field at Cora House Park*.

Attachments

cc: Bob Keck
Susan House
Jacque Boyle

Box Lacrosse Quick Facts

Box Lacrosse vs. Field Lacrosse

- Two teams of 5 people and a goalie on each team play on the field at one time.
- There are more padding, different helmets and different stringing of the sticks because the box game is more aggressive.
- The field is much smaller- usually made from converted ice rinks vs. field lacrosse where the field is bigger than a football field.
- The box lacrosse athlete learns to play a quick game because of the small field. The field lacrosse player plays a slower game because of all the players and more space.
- A box player makes a quicker more skilled field player; however, it is more difficult to make a box player out of a field lacrosse athlete. The box player is more agile, tougher, and has a different view of the field because the game is quicker and more aggressive in comparison to field lacrosse.
- Successful collegiate and professional players, such as the Thompson Brothers, attribute growing up playing box lacrosse to better preparing them for lacrosse on all levels.

Box Lacrosse in Oneida

- We have at minimum 20 men that are playing box lacrosse off the reservation because we do not have a field available for them.
- The men's league currently plays at the NHC gym and during the winter months, when it is available.
- We now have Oneida youth learning to play box thanks to a few coaches who started a box program to prepare for the 2020 Indigenous Games and beyond.
- Several box teams are being formed in the State including Team Wisconsin, which just formed last year for the first time ever.
- The Oneida team will be able to play tournaments locally, regionally, and nationally but do not have a lacrosse box to practice on.
- Oneida boys competed in the previous indigenous game lacrosse which was box style and because they had no experience they did not do very well.
- Having this box and the right training program to go with it will better prepare our kids for the 2020 games.

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # _____

Authorizing Use of Employee Time to Build the Inaugural Community Box Lacrosse Field at Cora House Park

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Business Committee has adopted six broad goals to guide the Nation and the Nation's organization during the 2017-2020 term; and
- WHEREAS,** the Oneida Business Committee has identified a goal of Inspiring Yukwatsistay^ (Our fire, our spirit within each one of us) and Encouraging Tsi> NiyukwalihoT^ (We have everything here to sustain us); and
- WHEREAS,** the Community Development and Planning Committee has identified that community development and youth development through practice of our traditional medicine game, lacrosse, is a key method of creating bonds between adults through playing and teaching and between youth through playing the game of box lacrosse; and
- WHEREAS,** box lacrosse creates opportunities for team building, growing trust between peers, quickens decision-making skills, and strategic planning; and
- WHEREAS,** community lacrosse teams that have begun developing box lacrosse skills and utilize existing facilities will benefit from an outdoor box lacrosse field open for public use and available for reservation for practices and games; and
- WHEREAS,** the Governmental Services Division Parks and Recreation Department, working in conjunction with the Planning Department and the Public Works Division have developed a template for a semi-permanent box lacrosse field that is built of quality materials through community assistance; and
- WHEREAS,** the Community Development and Planning Committee has requested the Oneida Business Committee to support the use of employees throughout the organization with general construction skills to participate in the community build to identify of the steps necessary in the construction and skills needed for each step which will create a project template for future community box lacrosse fields throughout the Reservation; and
- WHEREAS,** the Oneida Business Committee believes that this project will have positive community building impacts, create opportunities for adults and youth to learn and play the medicine game of lacrosse, and develop skills needed to create future leaders of the Oneida Nation;

47 **NOW THEREFORE BE IT RESOLVED**, the Oneida Business Committee authorizes supervisors to allow
48 employees with general construction skills to be tasked to the community build project, as part of normal
49 working hours, up to eight (8) hours each day on Friday, June 14th and Monday, June 17th.
50

51 **NOW THEREFORE BE IT FINALLY RESOLVED**, the Governmental Services Division Parks and
52 Recreation Department is authorized to create a standard operating procedure which provides opportunities
53 for local businesses to sponsor the cost and ongoing maintenance of the Cora House Park community box
54 lacrosse field through the placement of advertising on and around the box lacrosse field and that such
55 sponsorship fees shall be dedicated to the cost and maintenance of the box lacrosse field.



Oneida Nation
 Oneida Business Committee
 Legislative Operating Committee
 PO Box 365 • Oneida, WI 54155-0365
Oneida-nsn.gov



Statement of Effect

Authorizing Use of Employee Time to Build the Inaugural Community Box Lacrosse Field at Cora House Park

Summary

This resolution seeks authority to allow employees of the Nation with general construction skills to participate in the building of an Inaugural Community Box Lacrosse Field at Cora House Park as part of their normal working hours for up to eight (8) hours per day on Friday, June 14th and Monday, June 17th, 2019. This resolution further seeks authority for the Governmental Services Division Parks and Recreation Department to develop a standard operating procedure that creates opportunities for local businesses to place advertisements on and around the Community Box Lacrosse Field in exchange for sponsorship fees that will be used to offset its construction and ongoing maintenance costs.

Submitted by: Kristen M. Hooker, Staff Attorney, Legislative Reference Office

Date: June 3, 2019

Analysis by the Legislative Reference Office

The Oneida Business Committee has adopted six broad goals to guide the Nation and its organization during the 2017-2020 term. This includes the goal of Inspiring Yukwatsistayá (Our fire, our spirit within each one of us) and Encouraging Tsi? NiyukwalihoTá (We have everything here to sustain us).

The Community Development and Planning Committee (“CDPC”) recognizes the positive community impact that occurs when members of the Nation practice their traditional medicine game of lacrosse. Not only does the practice aid in the development of skills such as team building, decision-making and strategic planning, it provides opportunities for the Nation’s adults and youth to bond through their teaching, playing and/or watching of the game.

The Nation’s Governmental Services Division Parks and Recreation Department (“Department”), working in conjunction with the Nation’s Planning Department and Public Works Division, developed a template for constructing an Inaugural Community Box Lacrosse Field at Cora House Park (“Box”), a semi-permanent outdoor box lacrosse field built of quality materials through community assistance. The CDPC is requesting that the OBC support the project by authorizing the Nation’s supervisors to allow their employees with general construction skills to participate in the community build as part of their normal working hours for up to eight (8) hours per day on Friday, June 14th and Monday, June 17th, 2019. The CDPC will use this build as the foundation for formalizing a construction process and necessary skill-set in a step-by-step template to be used in future builds of community box lacrosse fields throughout the Reservation.

Once built, the Box would be open to the public to use/reserve for practices and games, which would also benefit the community lacrosse teams that have started developing box lacrosse skills at existing facilities. Thus, the CDPC is further requesting that the OBC authorize the Department to create a standard operating procedure that would offset a portion of the cost to construct and

maintain the Box by affording local businesses an opportunity to place their ads on and around the Box in exchange for a sponsorship fee.

The Oneida Worker's Compensation Law ("Law") provides a system for compensating employees of the Nation who suffer a covered injury or accident while at work. [2 O.C. 203.1-1]. The Law defines a *covered injury or accident* as "[m]ental or physical harm to an employee caused by accident or disease and arising out of and in the course of employment." [2 O.C. 203.1-1(d)]. An injury "caused by voluntary participation in an employer-sponsored recreation or fitness activity", however, does not qualify as a covered injury or accident under the Law. [2 O.C. 203.3-1(l)].

According to this resolution, employees of the Nation with general construction skills will be allowed to spend up to sixteen (16) hours of paid scheduled work time to help build the Box, rather than perform their typical work-related duties. During this time, these individuals would be acting within the course of their employment, and thus, any injuries arising out of their participation in the community build would be covered under the Law unless the project qualifies as an "employer-sponsored recreation or fitness activity."

Although the Law does not define "employer-sponsored recreation or fitness activity", it does state that all undefined words shall be "used in their ordinary and everyday sense." [2 O.C. 203.3-1]. Ultimately, it is the Administrator, designated by the OBC to process worker's compensation claims, who would have to decide whether employees getting paid to spend their normal working hours building the Box are acting within the course of their employment or participating in an employer-sponsored recreation or fitness activity. [2 O.C. 203.10-1(a)]. The decision, however, would be subject to an appeal to the Judiciary. [2 O.C. 203.11-1].

Pursuant to the Oneida Safety Law ("Safety Law"), the Nation is required to provide its employees with a work environment that is free from recognized hazards. [3 O.C. 303.4-1]. Hazards are established through "industry recognition, employer recognition and/or common sense" and the Safety Law sets forth standards that the Nation must follow to protect its employees when these hazards exist. [3 O.C. 303.4-1].

The Safety Law also requires that certain protective equipment be provided by the Nation and used by its employees when there exists "hazards of processes or environment, chemical hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation, or physical contact." [3 O.C. 303.10-2]. This includes, but is not limited to, the requirement that, at a minimum:

- Hard hats are worn by all personnel and visitors in exposed areas of new construction, renovation and/or trenching.
- Proper eye protection is worn when sledging; hammering; sawing on metal, wood or concrete; chipping; welding; grinding; drilling; working in dusty places; handling hazardous materials; cleaning walls; or during other operations where eye injuries may result.
- Approved hearing protection is worn where high noise levels exist.
- Foot protection, steel toe and shoes that are workwise and in serviceable condition for the operation to which the employee is assigned is worn.
- Gloves with leather palms are worn when handling rough edge or abrasive material that could subject hands to lacerations, puncturing or burns.

[3 O.C. 303.10-3].

Last, the Safety Law provides that the Nation shall permit only those employees qualified by training or shown by experience to operate equipment and machinery. *[3 O.C. 303.19-4]*. And, when applicable, it requires that the Nation establish and offer requisite training for its employees, *[3 O.C. 303.4-5]*, specifically stating that the Nation’s supervisors are responsible to provide general construction safety training on hand tools, as well as ensure that employees who operate powder actuated tools possess a valid certification card of proper training. *[3 O.C. 303.14-2]*.

This resolution permits employees of the Nation “with general construction skills” to participate in a community build as part of their normal working hours. Although the extent of the construction activities that they are expected to provide on behalf of the Nation is not clear, where applicable, the Safety Law will govern the Nation’s obligations to those employees participating in the project.

Conclusion

Adoption of this resolution would not conflict with any of the Nation’s laws so long as the carried out in accordance with the Nation’s Worker’s Compensation and Safety Laws, where applicable.

Oneida Business Committee Agenda Request

Determine next steps regarding one (1) vacancy with term ending February 28, 2020 - Southeastern...

1. Meeting Date Requested: 06 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

One (1) vacancy was posted for the Southeastern Wisconsin Oneida Tribal Services Advisory Board to complete the remainder of a term ending February 28, 2020.

The application deadline was May 31, 2019 and one (1) application was received for the following applicant:

Kitty Hill

Recommended action:

Request to appoint applicant, reject the applicant, or to re-post the vacancy.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

Determine next steps regarding two (2) vacancies with terms ending March 31, 2020 and March 31, 2021

1. Meeting Date Requested: 06 / 12 / 19

2. General Information:

Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Determine next steps regarding two (2) vacancies with terms ending March 31, 2020 and March 31, 2021 - Oneida Personnel Commission

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution

☐ Budgeted - Grant Funded

☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request**6. Cover Memo:**

Describe the purpose, background/history, and action requested:

Two (2) vacancies were posted for the Oneida Personnel Commission to complete terms ending March 31, 2020 and March 31, 2021.

The application deadline was March 29, 2019 and two (2) applications were received for the following applicants:

Carol L. Smith
Tomas Escamea

On April 10, 2019 the Oneida Business Committee made a motion to re-notice the vacancy because of ineligible, unqualified, or under qualified applicants per § 105.7-1.(c)(2)

The vacancies were re-noticed with an application deadline of May 31, 2019, however, no new applications have been received.

Recommended action:

Request to appoint applicants, reject the applicants, or to re-post the vacancy.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

Determine next steps regarding one (1) vacancy with term ending February 28, 2022 - Audit Committee

1. Meeting Date Requested: 06 / 12 / 19

2. General Information:

Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Determine next steps regarding one (1) vacancy with term ending February 28, 2022 - Audit Committee

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution

☐ Budgeted - Grant Funded

☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Brooke Doxtator, Boards, Committees, and Commissions Supervisor
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request**6. Cover Memo:**

Describe the purpose, background/history, and action requested:

One (1) vacancy was posted for the Audit Committee to complete term ending February 28, 2022.

The application deadline was May 31, 2019 and one (1) application was received for the following applicant:

James R. Skenandore Jr.

Recommended action:

Request to appoint one (1) applicant, reject the applicants, or to re-post the vacancy.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

Determine next steps regarding one (1) vacancy with term ending December 31, 2022 - Oneida Nation...

1. Meeting Date Requested: 06 / 12 / 19

2. General Information:

Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Determine next steps regarding one (1) vacancy with term ending December 31, 2022 - Oneida Nation Veterans Affairs Committee

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution

☐ Budgeted - Grant Funded

☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

One (1) vacancy was posted for the Oneida Nation Veterans Affairs Committee to complete the remainder of a term ending December 31, 2022.

The application deadline was May 31, 2019 and three (3) applications were received for the following applicants:

Kenneth House Sr.
Lynn Summers
Nathan Smith

Recommended action:

Request to appoint applicant, reject the applicant, or to re-post the vacancy.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Approve the June 3, 2019 Tribal Finance Committee meeting minutes
~~Onida Business Committee Agenda Request~~

1. Meeting Date Requested: 06 / 12 / 19

2. General Information:

Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

BC approval of Finance Committee Mtg. Minutes of June 3, 2019

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor:
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.



MEMORANDUM

TO: Finance Committee
CC: Business Committee
FR: Denise J. Vigue, Executive Assistant
DT: June 3, 2019
RE: E-Poll Results of: FC Meeting Minutes of June 3, 2019

An E-Poll vote of the Finance Committee was conducted to approve the 6/3/19 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

E-POLL RESULTS:

There was a Majority 5 YES votes from Patrick Stensloff, Larry Barton, Daniel Guzman King, Jennifer Webster and Chad Fuss to approve the June 3, 2019 Finance Committee Meeting Minutes.

These Finance Committee Minutes of June 3, 2019 will be placed on the next Business Committee agenda of June 12, 2019 for approval and placed on the next Finance Committee agenda of June 17, 2019 to ratify this E-Poll action.

Per the Finance Committee By-Laws Article III-Meetings; Sect: 3-4 Quorum. Four (4) members of the Finance Committee shall constitute a quorum. & Sect: 3-6 Voting. (d) The Finance Committee shall act by a majority of vote of the quorum present at any meeting.



FINANCE COMMITTEE

FC REGULAR MEETING

JUNE 3, 2019 ▪ Time: 9:00 A.M.

BC Executive Conference Room

REGULAR MEETING MINUTES

MEMBERS PRESENT:

Patricia King, Treasurer/FC Chair

Jennifer Webster, BC Council Member

Chad Fuss, Gaming AGM; GGM Alt.

Larry Barton, CFO/FC Vice-Chair

Daniel Guzman King, BC Council Member

Patrick Stensloff, Purchasing Director

UNEXCUSED: Shirley Barber, FC Elder Member

OTHERS PRESENT: David Emerson, Pastor Reacco, Andrew Doxtater, Robert Keck, Paul Witek and Denise J. Vigue taking Minutes

I. CALL TO ORDER:

The Finance Committee Meeting of 6/3/19 was called to order by the FC Vice-Chair at 9:00 A.M.

II. APPROVAL OF AGENDA: JUNE 3, 2019

Motion by Jennifer Webster to approve the 6/3/19 FC Meeting Agenda with five ADD On's under the Community Fund. Seconded by Patrick Stensloff. Motion carried unanimously.

III. APPROVAL OF MINUTES: May 13, 2019 (Approved via E-Poll on 5/14/19):

Motion by Jennifer Webster to ratify the FC E-Poll action taken on May 14, 2019 approving the May 13, 2019 Finance Committee Meeting Minutes. Seconded by Patrick Stensloff. Motion carried unanimously.

Patricia King and Daniel Guzman King arrived at 9:03 A.M.

IV. TABLED BUSINESS:

1. Transformation House, Inc. in Green Bay

Amount: \$2,500.

Requestor: Manuelus Reacco, President/Director

Pastor Reacco was present and discussed the services for men offered by his organization including classes for anger management, parenting, education and employment assistance; it is a 46-bed facility that have had several native men utilize in the past; there is a small fee for the men each week that they are there; but the staff work with them so this isn't burdensome while trying to get them back on their feet.

Motion by Jennifer Webster to approve the donation request from Transformation House, Inc. in Green Bay in the amount of \$2,500.00 and refer request to the OBC to see if they would have a matching amount in their Special Line item to also provide a donation. Seconded by Larry Barton. Motion carried unanimously.

V. CAPITAL EXPENDITURES:

1. **Restoration Holdings, Inc.** Amount: \$148,324.75
Paul Witek, Engineering

Paul was present and discuss this reconstruction of half of a duplex that was destroyed by fire; insurance company paying; question if this is a HUD home, and will need to get a letter of approval from them as this is a sole source.

Motion by Patrick Stensloff to approve the request with Restoration Holdings, Inc in the amount of \$148,324.75; provided a letter is sent to HUD noticing them this is a sole source. Seconded by Daniel Guzman King. Motion carried unanimously.

2. **JCM Global -Printer Upgrade to Gen 5** Amount: \$159,892.
David Emerson, Gam. Slots Dept.

David was present and explained the Gen 5 is the newest version for the cash out tickets from slot machines; this model will replace old ones on the floor that are starting to break down; this is budgeted.

Motion by Jennifer Webster to approve the JCM Global Printer Upgrade to Gen 5 in the amount of \$159,892.00. Seconded by Patrick Stensloff. Motion carried unanimously.

VI. COMMUNITY FUND:**REPORT(S):**

1. **Community Fund Report for June 2019**
Denise J. Vigue, Finance

Motion by Jennifer Webster to approve the Community Fund report for June 2019. Seconded by Patrick Stensloff. Motion carried unanimously.

REQUESTS:

1. **UW-Madison Summer Music Camp fees** Amount: \$500.
Requestor: Terry Cornelius for daughter, Yewelah^wise

Motion by Jennifer Webster to approve from the Community Fund the UW-Madison Summer Music Camp registration fees for the daughter of the requestor in the amount of \$500.00. Seconded by Patrick Stensloff. Larry Barton abstained. Motion carried.

2. **Sconnie Lacrosse Registration** Amount: \$340.
Requestor: Luther Laster for son, Mason

Motion by Jennifer Webster to approve from the Community Fund the Sconnie Lacrosse registration fees for the son of the requestor in the amount of \$340.00. Seconded by Larry Barton. Motion carried unanimously.

3. **East River Pop Warner Football Registration** Amount: \$100.
Requestor: Myone Melchert for son, Raylon

Motion by Jennifer Webster to approve from the Community Fund the East River Pop Warner Football registration for the two sons of the requestor in the amount of \$100.00 each. Seconded by Patrick Stensloff. Motion carried unanimously.

4. **East River Pop Warner Football Registration** Amount: \$100.
Requestor: Myone Melchert for son, Rylee

- SEE Motion in CF Request #3.

5. Zumba Toning class fee

Amount: \$230.

Requestor: Kelly M. Mc Andrews

Motion by Jennifer Webster to approve from the Community Fund the for the Zumba Toning class fee for the requestor in the amount of \$230.00. Seconded by Larry Barton. Motion carried unanimously.

6. Green Bay Kickers Soccer Club fee

Amount: \$50.

Requestor: Lorraine Frias for daughter, Alyah

Motion by Larry Barton to approve from the Community Fund the Green Bay Kickers Soccer Club fees for the daughter and the son of the requestor in the amounts of \$50.00 and \$60.00. Seconded by Jennifer Webster. Motion carried unanimously.

7. Green Bay Kickers Soccer Club fee

Amount: \$60.

Requestor: Lorraine Frias for son, Andrew

- SEE Motion in CF Request #6.

8. Bellin Race Registration fee

Amount: \$25.

Requestor: Elizabeth Webster

Motion by Larry Barton to approve from the Community Fund the Bellin Race registration fee for the requestor in the amount of \$25.00. Seconded by Daniel Guzman King. Jennifer Webster abstained. Motion carried.

9. Oneida Farmer's Market Bash in July

Amount: 25 Cases

Requestor: William Ver Voort

Motion by Jennifer Webster to approve from the Community Fund the Coca-Cola Product request in the amount of 25 Cases for use at the Oneida Farmer's Market Bash in July. Seconded by Patrick Stensloff. Motion carried unanimously.

10. F.I.R.E. Fitness Class fees

Amount: \$180.

Requestor: Chad Metoxen

Motion by Jennifer Webster to approve from the Community Fund the F.I.R.E. Fitness class fees in the amount of \$180.00. Seconded by Patrick Stensloff. Motion carried unanimously.

11. Spirit of the Hoops Basketball Camp for Youth

Amount: 10 Cases

Requestor: Lori Hill

Motion by Jennifer Webster to approve from the Community Fund the Coca-Cola Product request in the amount of 10 Cases for use at the Spirit of the Hoops Basketball Camp for Youth in Oneida. Seconded by Larry Barton. Motion carried unanimously.

12. Kroc Gymnastics Camp/Classes/Indiv. Sessions

Amount: \$392.

Requestor: Tabitha Hill for daughter, Ruthee

Motion by Larry Barton to approve from the Community Fund the Kroc Center camp/classes/individual sessions for the daughter of the requestor in the amount of \$392.00. Seconded by Chad Fuss. Motion carried unanimously.

13. WI Independent Baptist Fellowship Bible Camp fees

Amount: \$157.50

Requestor: Rebecca Schommer for son, Joshua

Motion by Jennifer Webster to approve from the Community Fund the Wisconsin Independent Baptist Fellowship Bible Camp registration fees for the son of the requestor in the amount of \$157.50. Seconded by Larry Barton. Motion carried unanimously.

14. Waunakee CESA2 Drivers Ed & Soccer fees

Amount: \$500.

Requestor: Lois Barker for daughter, Emma

After discussion the FC noted that the CF SOP's were not explicit enough at this time to allow for school related activities related to H.S. students, specifically driver's education; when updating the SOP's later this summer will consider adding these types of requests.

Motion by Jennifer Webster to deny request for the Waunakee CESA2 Drivers Education class. Seconded by Chad Fuss. Larry Barton abstained. Motion carried.

Motion by Larry Barton to approve from the Community Fund Waunakee Soccer Fees the for the daughter of the requestor in the amount of \$130.00. Seconded by. Motion carried unanimously.

15. Waunakee Football Camp fees

Amount: \$75.

Requestor: Lois Barker for son, Jonathon

Motion by Jennifer Webster to approve from the Community Fund the Waunakee Football Camp fees for the son of the requestor in the amount of \$75.00. Seconded by Larry Barton. Motion carried unanimously.

16. Waunakee Group Cycling classes -fees

Amount: \$117.61

Requestor: Lois Barker

Motion by Jennifer Webster to approve from the Community Fund the Waunakee Group Cycling classes for the requestor in the amount of \$117.61. Seconded by Patrick Stensloff. Motion carried unanimously.

17. Jujitsu Class Registration

Amount: \$99.

Requestor: Constance Danforth for son, Avary

Motion by Jennifer Webster to approve from the Community Fund the for the Jujitsu class registration for the requestor and her son in the amount of \$99.00 each. Seconded by Patrick Stensloff. Motion carried unanimously.

18. Jujitsu Class Registration

Amount: \$99.

Requestor: Constance Danforth

- SEE Motion in CF Request #17.

19. Impact Sports Academy Baseball Registration

Amount: \$500.

Requestor: LeeAnn Schuyler for son, Jourdon

Motion by Larry Barton to approve from the Community Fund the Impact Sports Academy Baseball registration for the son of the requestor in the amount of \$500.00. Seconded by Jennifer Webster. Motion carried unanimously.

20. ADD On: New Fusion Dance Lessons

Amount: \$500.

Requestor: Andrew Doxtater for daughter, Scarlett

Motion by Larry Barton to approve from the Community Fund the New Fusion Dance Lessons fees for the daughter of the requestor in the amount of \$500.00. Seconded by Jennifer Webster. Motion carried unanimously.

21. ADD On: Green Bay Elite Cheer -Regis & Class fees

Amount: \$500.

Requestor: Cheyenne Blackowl for daughter, Cheyenne

From the information provided, the CF could only pay for the registration fee of fifty dollars and four months of class fees (remainder of FY 2019) at sixty-five a month.

Motion by Jennifer Webster to approve from the Community Fund the Green Bay Elite Cheer registration and class fees for the four daughters of the requestor in the amount of \$310.00 each; the maximum allowable through FY2019. Seconded by Patrick Stensloff. Larry Barton abstained. Motion carried.

22. ADD On: G.B. Elite Cheer -Regis & Class fees Amount: \$500.

Requestor: Cheyenne Blackowl for daughter, Paulette

- SEE Motion in CF Request #21.

23. ADD On: G.B. Elite Cheer -Regis & Class fees Amount: \$500.

Requestor: Cheyenne Blackowl for daughter, Eunique

- SEE Motion in CF Request #21.

24. ADD On: G.B. Elite Cheer -Regis & Class fees Amount: \$500.

Requestor: Cheyenne Blackowl for daughter, Kalista

- SEE Motion in CF Request #21.

VII. NEW BUSINESS:

1. M3 Consulting & RM Services Amount: \$70,000.

Robert Keck, Risk Management

Handouts of the contract were provided at the meeting.

Motion by Chad Fuss to approve the M3 Consulting and RM Services contract and first year premium payment in the amount of \$70,000.00. Seconded by Jennifer Webster. Larry Barton abstained. Motion carried.

2. IGS – PO Increase for Slot Parts Amount: \$15,000.

David Emerson, Gam. Slots Dept.

PO increase to carry through the end of FY19; IGS is parts supplier for machines who offers substantial discounts.

Motion by Patrick Stensloff to approve the Purchase Order increase for slot machine parts with IGS in the amount of \$15,000.00. Seconded by Daniel Guzman King. Motion carried unanimously.

VIII. EXECUTIVE SESSION: None

IX. FOLLOW UP: None

X. FOR INFORMATION ONLY: None

XI. ADJOURN: Motion by Chad Fuss to adjourn. Seconded by Patrick Stensloff. Motion carried unanimously. Time: 9:47 A.M.

Minutes transcribed by:

Denise J. Vigue, Executive Assistant to the CFO
& Finance Committee Contact/Recording Secretary

Finance Committee-E-Poll Minutes Approval Date: June 3, 2019

Oneida Business Committee's FC Minutes Approval Date: _____

Oneida Business Committee Agenda Request

Accept the May 15, 2019, regular Legislative Operating Committee meeting minutes

1. Meeting Date Requested: 6 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.



Oneida Nation
 Oneida Business Committee
 Legislative Operating Committee
 PO Box 365 • Oneida, WI 54155-0365
Oneida-nsn.gov



LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES
 Oneida Business Committee Conference Room-2nd Floor Norbert Hill Center
 May 15, 2019
 9:00 a.m.

Present: David P. Jordan, Kirby Metoxen, Jennifer Webster, Ernest Stevens III, Daniel Guzman King

Others Present: Maureen Perkins, Brandon Wisneski, Clorissa Santiago, Jennifer Falck, Kristen Hooker, Leyne Orosco, Lee Cornelius

I. Call to Order and Approval of the Agenda

David P. Jordan called the May 15, 2019 Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Jennifer Webster to adopt the agenda; seconded by Kirby Metoxen. Motion carried unanimously.

II. Minutes to be Approved

Motion by Kirby Metoxen to approve the May 1, 2019 Legislative Operating Committee meeting minutes; seconded by Ernest Stevens III. Motion carried unanimously.

III. Current Business

IV. New Submissions

1. Citations Law (1:53-14:22)

Motion by Jennifer Webster to add the Citations Law to the active files list with Jennifer Webster as the sponsor; seconded by Kirby Metoxen. Abstained by Ernest Stevens III and Daniel Guzman King. Motion carried.

V. Additions

VI. Administrative Items

1. Oneida Personnel Commission Bi-Monthly Update Memo (14:30-17:04)

Motion by Jennifer Webster to accept the memorandum and forward to the Business Committee; seconded by Daniel Guzman King. Motion carried unanimously.

VII. Executive Session

VIII. Adjourn

Motion by Daniel Guzman King to adjourn the May 1, 2019 Legislative Operating Committee meeting at 9:16 a.m.; seconded by Ernest Stevens III. Motion carried unanimously.



Approve the travel request of **Councilman Daniel Guzman King** to attend **Region 5 Strategic Planning Summit** -...

1. **OBC Meeting Date Requested:** 6 / 12 / 19 ☐ e-poll requested

2. General Information:

Event Name: Region 5 Strategic Planning Summit

Event Location: Bloomington, MN Attendee(s): Daniel Guzman King

Departure Date: Jul 8, 2019 Attendee(s):

Return Date: Jul 11, 2019 Attendee(s):

3. Budget Information:

☐ Funds available in individual travel budget(s)

☐ Unbudgeted

☒ Grant Funded or Reimbursed

Cost Estimate: \$650.00

4. Justification:

Describe the justification of this Travel Request:

Business Committee,

As one of the leads for the Tribal Action Plan, I am requesting to attend the Region 5 Strategic Planning Summit to maximize SAMHSA and tribal resources for consultation, listening/education sessions, and tribal leader discussion to coordinate and communicate with our new Tribal Action Plan team members; personnel and community members. I am looking forward to improve a strategic plan for the team to carry out for our community. Attached is a flyer invitation.

Requested Action:

Motion to approve Councilman Daniel Guzman-King to attend the Region 5 Strategic Planning Summit for Tribal Wellness and Opioid & Substance Abuse Response in Bloomington, MN July 9-11, 2019.

5. Submission

Sponsor: Daniel Guzman King, Councilmember

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org



SAVE THE DATE!

Region 5 Strategic Planning Summit July 9 - 11, 2019

The Substance Abuse and Mental Health Services Administration (SAMHSA) Tribal Training and Technical Assistance Center with the Great Lakes Intertribal Council Inc. (GLITC) is pleased to invite you to a regional strategic planning session:

Region 5 Strategic Planning Summit for Tribal Wellness and Opioid & Substance Abuse Response



Discussion Topics

Tribal communities across the United States have been affected by the use and misuse of opioids, methamphetamines, alcohol, and the systemic challenges that follow these unhealthy behaviors. To address these issues, Region 5 is hosting this summit with the following objectives:

- To strengthen intertribal communication across tribal lands within Michigan, Wisconsin, and Minnesota.
- To identify paths of communication that increase tribal prevention support, enhance local substance abuse prevention efforts, and increase health promotion and tribal wellness.
- To focus on collaboration within the region and consider ways to creatively maximize the support and assistance of the regional tribal epidemiology center.

Teams that represent your tribal community are encouraged to attend. **Travel reimbursements will be provided for two representatives from each tribe to join us for this engaging conversational summit.**

Host Hotel: Radisson Blu Mall of America

Dates: July 9-11, 2019

Special Rate: 151.00 per night

[For Additional Room Block Information, Click Here](#)

Points of Contact

Tyler LaPlaunt, Program Director, tlaplaunt@glitc.org

Joel Begay, Tribal Epidemiologist, jbegay@glitc.org

Traci Buechner, Administrative and Fiscal Assistant, tbuechner@glitc.org

Oneida Business Committee Agenda Request

Enter e-poll results into the record regarding the approved travel request for Vice-Chairman Brandon...

1. Meeting Date Requested: 06 / 12 / 19

2. General Information:

Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Enter e-poll results into the record regarding the approved travel request for Vice-Chairman Brandon Stevens to attend the Haskell Indian Nations University Presidential Interviews in Lawrence, KS - May 28-30th, 2019

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Requestor: Brandon Stevens, Vice-Chairman
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

From: TribalSecretary
Sent: Wednesday, May 29, 2019 2:21 AM
To: BC_Agenda_Requests; Brandon L. Yellowbird-Stevens; Daniel P. Guzman; David P. Jordan; Ernest L. Stevens; Jennifer A. Webster; Kirby W. Metoxen; Lisa M. Summers; Patricia M. King; Tehassi Tasi Hill
Cc: TribalSecretary; Brian A. Doxtator; Cathy L. Bachhuber; Chris J. Cornelius; Danelle A. Wilson; Fawn J. Billie; Jessica L. Wallenfang; Laura E. Laitinen-Warren; Leyne C. Orosco; Rhiannon R. Metoxen; Rosa J. Laster
Subject: E-POLL RESULTS: Approve the travel request - BYS - Haskell Indian Nations University Presidential Interviews - Lawrence, KS - May 28-30th, 2019
Attachments: BCTR Approve the travel request - BYS - Haskell Indian Nations University Presidential Interviews - Lawrence, KS - May 28-30, 2019.pdf
Importance: High

E-POLL RESULTS

The e-poll to approve the travel request for Vice-Chairman Brandon Stevens to attend the Haskell Indian Nations University Presidential Interviews in Lawrence, KS - May 28-30th, 2019, **has been approved**. As of the deadline, below are the results:

Support: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Jennifer Webster

Lisa Liggins
Information Management Specialist
Business Committee Support Office (BCSO)



A good mind. A good heart. A strong fire.

P.O. Box 365
Oneida, WI 54155-0365
oneida-nsn.gov

From: TribalSecretary
Sent: Thursday, May 23, 2019 8:51 AM
To: Brandon L. Yellowbird-Stevens <bstevens@oneidanation.org>; Daniel P. Guzman <dguzman@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Ernest L. Stevens <esteven4@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Kirby W. Metoxen <KMETOX@oneidanation.org>; Lisa M. Summers <lsummer2@oneidanation.org>; Patricia M. King

<tking@oneidanation.org>; Tehassi Tasi Hill <thill7@oneidanation.org>

Cc: TribalSecretary <TribalSecretary@oneidanation.org>; Brian A. Doxtator

<bdoxtat2@oneidanation.org>; Cathy L. Bachhuber <CBACHHUB@oneidanation.org>; Chris J. Cornelius

<ccorne10@oneidanation.org>; Danelle A. Wilson <dwilson1@oneidanation.org>; Fawn J. Billie

<fbillie@oneidanation.org>; Jessica L. Wallenfang <JWALLENF@oneidanation.org>; Laura E. Laitinen-

Warren <LLAITINE@oneidanation.org>; Leyne C. Orosco <lorosco@oneidanation.org>; Rhiannon R.

Metoxen <rmetoxe2@oneidanation.org>; Rosa J. Laster <rlaster@oneidanation.org>

Subject: E-POLL REQUEST: Approve the travel request - BYS - Haskell Indian Nations University
Presidential Interviews - Lawrence, KS - May 28-30th, 2019

Importance: High

E-POLL REQUEST

Summary:

Vice-Chairman Stevens serves as the Midwest Regent as well as the President of Haskell Board of Regents (BOR). Brandon has been requested to be a part of the interviewing team for the new Haskell President. Travel expenses paid for by the BOR include Hotel, Airfare and Per Diem. The cost estimate of \$300 is for a rental car and funds are available in the Vice-Chairman's budget, and will be reimbursed.

An e-poll is being requested due to the date our office received the email from the Board of regents; it was after the deadline for the 5/22 regular BC meeting agenda item.

Requested Action:

Approve the travel request for Vice-Chairman Brandon Stevens to attend the Haskell Indian Nations University Presidential Interviews in Lawrence, KS - May 28-30th, 2019.

Deadline for response:

Responses are due no later than **4:30 p.m., TUESDAY, May 28, 2019.**

Voting:

1. Use the voting button above, if available; OR
2. Reply with "Support" or "Oppose".

Lisa Liggins
Information Management Specialist
Business Committee Support Office (BCSO)



A good mind. A good heart. A strong fire.
PO Box 365
Oneida, WI 54155-0365
Oneida-nsn.gov

Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: ___ / ___ / ___ ☒ e-poll requested

2. General Information:

Event Name: _____ Haskell Indian Nations University Presidential Interviews _____

Event Location: _____ Lawrence, KS Attendee(s):

Departure Date: Attendee(s):

Return Date: Attendee(s):

3. Budget Information:

☒ Funds available in individual travel budget(s)

☐ Unbudgeted

☒ Grant Funded or Reimbursed

Cost Estimate: _____ \$300

4. Justification:

Describe the justification of this Travel Request:

Vice-Chairman Stevens serves as the Midwest Regent as well as the President of Haskell Board of Regents (BOR). Brandon has been requested to be a part of the interviewing team for the new Haskell President. An Epoll is being requested due to the date our office received the email from the Board of regents, it was after the deadline for the 5/22 regular BC meeting agenda item.

Travel expenses paid for by the BOR include Hotel, Airfare and Per Diem. The cost estimate of \$300 is for a rental car and funds are available in the Vice-Chairmans budget, and will be reimbursed.

Requested Action:

Approve the travel request for Vice-Chairman Stevens to attend the Presidential Interviews taking place at Haskell Indian Nations University May 28-30th, 2019.

5. Submission

Sponsor:

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

From: [Prue, Stephen](#)
To: [Brandon L. Yellowbird-Stevens](#)
Cc: [Deer, Amy](#); [Haley Buzzard Hamilton \(hbuzzard@tauw.org\)](#); [David Lee](#)
Subject: Flights for Presidential Interviews
Date: Thursday, May 16, 2019 11:31:13 AM
Importance: High

Brandon,

Mr. Monteith asked me to check on who will be attending the Presidential Interviews from the Board. Amy and will prepare the travel and lodging. The tentative travel and interview schedule is as follows:

May 28, 2019: Travel Lawrence

- May 29, 2019:
- 9:00 am Candidate #1 campus tour, followed by candidate presentation to campus in auditorium.
 - 12:00 pm Candidate #1 has lunch with students in Curtis Hall
 - 1:30 pm Candidate #1 interviewed in Stidham Union President's Room.
 - Candidate #1 leaves campus after interview.
 - 1:00 pm Candidate #2 campus tour, followed by candidate presentation to campus in auditorium.
 - 2:30 pm Candidate #2 interviewed by in Stidham Union President's Room.
 - Candidate #2 has dinner with students in Curtis Hall.
 - Candidate #2 leaves campus after interview.
- May 30, 2019:
- 9:00 am Candidate #3 campus tour, followed by candidate presentation to campus in auditorium.
 - 12:00 pm Candidate #3 has lunch with students in Curtis Hall
 - 1:30 pm Candidate #3 interviewed in Stidham Union President's Room.
 - Candidate #3 leaves campus after interview.

Mr. Stevens Travels home on Thursday May 30th in the afternoon. Other members of the board TBD.

Stephen C. Prue
Haskell Indian Nations University
Executive Assistant to the President
Office: (785) 832-6644

stephen.prue@bie.edu

Our Mission at Haskell Indian Nations University is to build the leadership capacity of our students by serving as the leading institution of academic excellence, cultural and intellectual prominence, and holistic education that addresses the needs of Indigenous communities.

NOTICE: This electronic mail message (including any attachments) is intended for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or otherwise protected by applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, copying or use of this message or its contents is strictly prohibited. If you receive this Message in error, please notify the sender immediately and destroy all copies.

Oneida Business Committee Agenda Request

Approve a limited waiver of sovereign immunity- Wisconsin Public Service request for service - file #...

1. Meeting Date Requested: 6 / 12 / 19

2. General Information:

Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Other - type reason

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Approval for waiver of sovereign immunity-WPS

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1. 2019-0419

3.

2.

4.

☒ Business Committee signature required

4. Budget Information

☒ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Kevin Rentmeester, DPW Electrical Supervisor

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Jacque Boyle, Division Director Operation DPW

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

THIS IS THE ONLY UTILITY COMPANY THAT CAN DO THE SHUT DOWN. THE ELECTRICAL SHUT DOWN AT THE CIVIC CENTER. THIS IS OUR UTILITY COMPANY FOR BROWN COUNTY.

ONEIDA CIVIC CENTER 2915 ARTLEY STREET ONEIDA (ELECTRICAL SHUT DOWN)

CAPEX PROJECT DPW19025 ELECTRICAL DISTRIBUTION (SAFETY HAZARD: OUTDATED SYSTEM)

AMOUNT OF 2110.55

Contact sent to Legal 4/16/2019

Law Office Acknowledgment back to DPW 4/17/2019

DPW email request status of legal review 5/8/2019

Law office notice sent to Purchasing 5/15/2019

DPW received Notice from Purchasing 5/15/2019 indicating Contract needing BC Approval.

Contacted Secretary office missed deadline of 5/14/2019 by 1 day for 5/22/2019 meeting called 5/15/2019

BC Agenda Request for 6/12/2019 BC Meeting sent 5/21/2019

Total-2 Months Contract Approval

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA LAW OFFICE**CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT**

TO: Jeanette L. Ninham
Public Works Department

Use this number on future correspondence:

2019-0419

FROM: Krystal L. John, Staff Attorney

Krystal L. John Digitally signed by Krystal L. John
Date: 2019.05.15 13:01:32 -05'00'

DATE: May 15, 2019

RE: Wisconsin Public Service

Purchasing Department Use

_____ **Contract Approved**

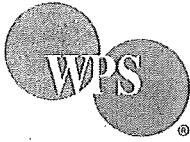
_____ **Contract Not Approved**

(see attached explanation)

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form. (*Execution is a management decision.*)
- ✓ Requires Business Committee approval prior to execution, pursuant to the waiver of sovereign immunity contained in the last paragraph which requires the Nation agree to abide by and be subject to the rules, regulations and schedules of WPSC as well as the rules and regulations of the Wisconsin Administrative Code.
- ✓ If this contract is submitted to the Oneida Business Committee for approval of a limited waiver of sovereign immunity, the following information should be submitted along with the agenda review request and contract.
 1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?
 2. Were three bids obtained? If not, why not?
 3. Was any other vendor willing to remove sovereign immunity issues?
 4. What is the cost of going to another vendor?



Wisconsin Public Service Corporation
P.O. Box 19003
Green Bay, WI 54307-9003
www.wisconsinpublicservice.com

March 20, 2019

ONEIDA NATION
ATTN KEVIN RENTMEESTER
PO BOX 365
ONEIDA, WI 54155-0365

Dear Kevin Rentmeester:

Thank you for your request for service at: 2915 ARTLEY ST, COUNTY OF BROWN, STATE OF WI. Wisconsin Public Service is pleased to have this opportunity to provide you with reliable energy and our award winning customer service.

This letter confirms your acceptance of the terms and conditions of the gas and/or electric rates and tariffs associated with your request for service. It also confirms the following cost for your request:

- The cost to reconstruct your Electric facilities is: **\$2,110.55** service and **\$0.00** system. Total Electric charges are **\$2,110.55**. This cost is valid for 60 days as of the date of this letter. Payment is needed in advance of construction. Please note this Work Request: 2514998 on your check or money order.
- **Please remember that it is the customer's responsibility to perform any lawn restoration or surface repair on their private property as a result of this installation.** Service laterals being installed for the first time to your property will receive current allowances towards the cost of installation. Changes or relocation of these laterals may cause some additional expense on your part.
- Although we exercise caution to locate and avoid your sewer lateral during construction, if you notice a problem with your sewer drain(s) during construction or anytime after our work is completed, contact us right away. **Do not attempt to clear the sewer lateral.** There have been instances when the sewer lateral and our facilities could intersect, causing an unsafe condition.

The following items are needed to install your facilities in a timely manner. Please provide us with the date when these items will be completed.

- The service route must be cleared 10' wide of brush, trees, debris, building materials, dirt piles, etc. and brought to within 6 inches of final grade. Please discuss any anticipated grade changes with us before the service is installed to avoid being billed for relocation costs incurred with grade changes.
- At the time of construction, all existing or proposed private underground facilities must be marked or exposed before service can be installed.
- Any required easements must be obtained and on file with our local office.
- An electrical inspection report or wiring statement verifying that the wiring meets the electrical code must be in our local office before the electric service can be energized (meter set). Check with your local authorities for electrical inspection requirements.
- The electric meter base installation needs to be completed (including grounds) so that we can schedule the installation of your service. If this date changes, please call our office immediately to reschedule.

The payment calculation of this agreement is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new agreement shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, winter construction and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer. The Customer and WPSC hereby agree to

abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.

All of us at Wisconsin Public Service look forward to serving your energy needs. For further information regarding your new service, visit our Internet site at www.WisconsinPublicService.com. If you have any questions about the above items, please refer to **Work Request: 2514998-1** when calling us at 920-617-2775.

Sincerely,

Bob Laskowski

Mail Payment To:

Wisconsin Public Service Corporation, Attn: CBT A&C A2, P.O. Box 19001, Green Bay WI 54307-9912

**CONSULTANT/CONTRACTOR
CONFLICT OF INTEREST
DISCLOSURE FORM**

I, Robert T. Laskowski, on behalf of
Wisconsin Public Service

the "Contractor"), declare this to be a full and complete disclosure of all conflicts of interest with the Oneida Nation. Conflict of interest means any interest, whether it be personal, financial, political, or otherwise, that conflicts with any right of the Oneida Nation to property, information, or any other right to own and operate its enterprises, free from undisclosed competition or other violation of such rights of the Oneida Nation. Therefore, I affirm to the best of my knowledge the following:

1. The Contractor is not an employee of the Oneida Nation. *(Must include job description if employee of the Oneida Nation.)*
2. The Contractor is neither presently involved in, nor is it contemplating any legal actions against the Oneida Nation.
3. The Contractor is not presently involved in any activity or has any outside interests that conflict or suggest a potential conflict with the Oneida Nation.
4. The Contractor is neither involved in nor does it own any business investments which are related to or connected with the Oneida Nation, its programs, departments, or enterprises
5. Neither the Contractor, nor any of its representatives, holds any positions as director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Nation. No representative of the contractor sits on any board, commission, or committee of the Oneida Nation. No officer or director of the Company has any conflict as defined above
6. The Contractor is neither applying for, nor receiving, any special services, grants, loans or other programs provided by the Oneida Nation, and has no pending contracts with the Oneida Nation, except as herein disclosed and listed below:

If NONE, please check ☒

Enter disclosures, if any

(Attach additional pages, if necessary)

During the term of the contract or any extension thereof, I will promptly report any situation which may involve, suggest or appear to suggest any conflict that I may have with the Oneida Nation. If a conflict arises, I am informed and understand that the Oneida Nation may in its sole discretion, terminate the contract without obligation to me. Further, failure to report any conflict shall also be cause to terminate my contract.

Signature: _____

Date: _____

6-4-2018

Oneida Business Committee Agenda Request

Approve a limited waiver of sovereign immunity - Wisconsin Public Service requests for service and...

1. Meeting Date Requested: 06 / 12 / 19

2. General Information:

Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Agenda Header: New Business

- ☐ Accept as Information only
- ☒ Action - please describe:

Approve a limited waiver of sovereign immunity - Wisconsin Public Service requests for service and Distribution Facilities Installation agreement - file # 2019-0614

3. Supporting Materials

- ☐ Report ☐ Resolution ☒ Contract
- ☒ Other:

- 1. legal review
- 2.
- 3.
- 4.

☐ Business Committee signature required

4. Budget Information

- ☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Jacque Boyle, Division Director/Public Works

Primary Requestor/Submitter: Your Name, Title / Dept. or Tribal Member

Additional Requestor: Name, Title / Dept.

Additional Requestor: Name, Title / Dept.

Oneida Business Committee Agenda Request**6. Cover Memo:**

Describe the purpose, background/history, and action requested:

Public Works is seeking a limited waiver of sovereign immunity to execute agreements with Wisconsin Public Service in order to completed needed installations at the SSB cottages.

Responses to questions in the Legal Review:

1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?

No, this is the only vendor ; WPS is our the utility company for Brown County.

2. Were three bids obtained? If not, why not?

No, this is the only vendor ; WPS is our the utility company for Brown County.

3. Was any other vendor willing to remove sovereign immunity issues?

n/a

4. What is the cost of going to another vendor?

n/a

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA LAW OFFICE**CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT**

TO: Jeanette L. Ninham
Public Works Department

FROM: Krystal L. John, Staff Attorney

Krystal L. John Digitally signed by Krystal L. John
Date: 2019.06.04 13:39:00 -05'00'

Use this number on future correspondence:

2019-0614

DATE: June 4, 2019

RE: Wisconsin Public Service-Distribution Facilities
Installation Agreement

Purchasing Department Use

_____ **Contract Approved**

_____ **Contract Not Approved**

(see attached explanation)

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form provided that an updated conflict of interest disclosure form is signed. (*Execution is a management decision.*)
- ✓ Requires Business Committee approval prior to execution, pursuant to the waiver of sovereign immunity contained in the letters requiring submission to the rules, regulations and schedules of WPSC and the rules and regulations of the Wisconsin Administrative Code as well as section 14 in the Additional Terms and Conditions. If this contract is submitted to the Oneida Business Committee for approval of a limited waiver of sovereign immunity, the following information should be submitted along with the agenda review request and contract.
 1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?
 2. Were three bids obtained? If not, why not?
 3. Was any other vendor willing to remove sovereign immunity issues?
 4. What is the cost of going to another vendor?

CONTRACT REVIEW REQUEST FORM

This form must be filled out **COMPLETELY**.

- General Instructions:**
1. Contracts must be submitted to the Law Office no less than ten (10) business days prior to commencement of the contract.
 2. Please read the contract prior to submission. If the contract language does not make sense to you, request an explanation from the contractor.
 3. **DO NOT SIGN** contracts prior to attorney approval. All contracts signed or contract services started prior to legal approval are reported to the Business Committee.
 4. If you need immediate review of a contract, call the Law Office at 869-4327 **PRIOR** to sending the contract.
 5. Upon receipt of the contract, the Law Office will assign a file number which is located in the top right-hand corner of the legal review. Any future communication concerning this contract should reference this file number.
 6. You will receive an e-mail notification when the review of your contract is complete.
 7. All contracts must be submitted with a completed and signed Conflict of Interest Disclosure Form.
 8. **SUBMIT ALL FORMS IN .PDF FORMAT**

Date: 6/4/2019 Telephone: 869-1059

Contact Person: Jeanette Ninham Extension: Extension

Department: DPW-Facilities Response Needed By: 6/10/2019
Name of Contractor: WPS Wisconsin Public service Corp.

Contract Start Date: 6/10/2019 Contract Total Amount 5910.17

Contract End Date: 9/30/2019

Does this contract have an automatic renewal clause? (Yes or No) No
Number of

If yes, indicate the advance notice (in days that must be given to terminate contract. Days **days.**

Special Instructions, if any:

Capex Project-SSB cottages -install gas line facilities to all 4 cottages.

June 3, 2019

ONEIDA NATION
PO BOX 365
ONEIDA, WI 54155-0365

Dear Customer:

Thank you for your request for service at: 1240 PACKERLAND DR, COUNTY OF BROWN, STATE OF WI. Wisconsin Public Service is pleased to have this opportunity to provide you with reliable energy and our award winning customer service.

This letter confirms your acceptance of the terms and conditions of the gas and/or electric rates and tariffs associated with your request for service. It also confirms the following cost for your request:

- The cost to install your Gas facilities is: **\$2,835.23** service and **\$0.00** system. Total Gas charges are **\$2,835.23**. This cost is valid for 60 days as of the date of this letter. Payment is needed in advance of construction. Please note this Work Request: 2900239 on your check or money order.
- Beginning the date the gas meter serving you is installed you will be billed the applicable minimum charge associated with the rate schedule you are expected to take service under, regardless if you are actually using gas.
- **Please remember that it is the customer's responsibility to perform any lawn restoration or surface repair on their private property as a result of this installation.** Service laterals being installed for the first time to your property will receive current allowances towards the cost of installation. Changes or relocation of these laterals may cause some additional expense on your part.
- After WPS has completed the installation of your gas service, you as the customer are responsible for connecting customer owned gas piping to the gas meter bar and contacting WPS to schedule the installation of the gas meter.
- Please note that this project is currently being reviewed to ensure all environmental requirements are met. If it's determined that changes are needed based on environmental requirements, we'll let you know as soon as possible. These changes could result in additional costs or the need for a revised contract. Any additional payment and/or the signed revised contract would be required prior to construction.
- Although we exercise caution to locate and avoid your sewer lateral during construction, if you notice a problem with your sewer drain(s) during construction or anytime after our work is completed, contact us right away. **Do not attempt to clear the sewer lateral.** There have been instances when the sewer lateral and our facilities could intersect, causing an unsafe condition.

The following items are needed to install your facilities in a timely manner. Please provide us with the date when these items will be completed.

- The service route must be cleared 10' wide of debris, building materials, dirt piles, etc. and brought to within 6 inches of final grade. Please discuss any anticipated grade changes with us before the service is installed to avoid being billed for relocation costs incurred with grade changes.
- At the time of construction, all existing or proposed private underground facilities must be marked or exposed before service can be installed.

The payment calculation of this agreement is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new agreement shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units

installed, major rock, winter construction and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.

All of us at Wisconsin Public Service look forward to serving your energy needs. For further information regarding your new service, visit our Internet site at www.WisconsinPublicService.com. If you have any questions about the above items, please refer to **Work Request: 2900239-1** when calling us at 800-242-9772.

Sincerely,

New Service Installation team

Mail Payment To:

Wisconsin Public Service Corporation, Attn: CBT A&C A2, P.O. Box 19001, Green Bay WI 54307-9912

June 3, 2019

ONEIDA NATION
PO BOX 365
ONEIDA, WI 54155-0365

Dear Customer:

Thank you for your request for service at: 1250 PACKERLAND DR, COUNTY OF BROWN, STATE OF WI. Wisconsin Public Service is pleased to have this opportunity to provide you with reliable energy and our award winning customer service.

This letter confirms your acceptance of the terms and conditions of the gas and/or electric rates and tariffs associated with your request for service. It also confirms the following cost for your request:

- The cost to install your Gas facilities is: **\$2,584.66** service and **\$0.00** system. Total Gas charges are **\$2,584.66**. This cost is valid for 60 days as of the date of this letter. Payment is needed in advance of construction. Please note this Work Request: 2900250 on your check or money order.
- Beginning the date the gas meter serving you is installed you will be billed the applicable minimum charge associated with the rate schedule you are expected to take service under, regardless if you are actually using gas.
- **Please remember that it is the customer's responsibility to perform any lawn restoration or surface repair on their private property as a result of this installation.** Service laterals being installed for the first time to your property will receive current allowances towards the cost of installation. Changes or relocation of these laterals may cause some additional expense on your part.
- After WPS has completed the installation of your gas service, you as the customer are responsible for connecting customer owned gas piping to the gas meter bar and contacting WPS to schedule the installation of the gas meter.
- Please note that this project is currently being reviewed to ensure all environmental requirements are met. If it's determined that changes are needed based on environmental requirements, we'll let you know as soon as possible. These changes could result in additional costs or the need for a revised contract. Any additional payment and/or the signed revised contract would be required prior to construction.
- Although we exercise caution to locate and avoid your sewer lateral during construction, if you notice a problem with your sewer drain(s) during construction or anytime after our work is completed, contact us right away. **Do not attempt to clear the sewer lateral.** There have been instances when the sewer lateral and our facilities could intersect, causing an unsafe condition.

The following items are needed to install your facilities in a timely manner. Please provide us with the date when these items will be completed.

- The service route must be cleared 10' wide of brush, trees, debris, building materials, dirt piles, etc. and brought to within 6 inches of final grade. Please discuss any anticipated grade changes with us before the service is installed to avoid being billed for relocation costs incurred with grade changes.
- At the time of construction, all existing or proposed private underground facilities must be marked or exposed before service can be installed.

The payment calculation of this agreement is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new agreement shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units

installed, major rock, winter construction and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.

All of us at Wisconsin Public Service look forward to serving your energy needs. For further information regarding your new service, visit our Internet site at www.WisconsinPublicService.com. If you have any questions about the above items, please refer to **Work Request: 2900250-1** when calling us at 800-242-9772.

Sincerely,

New Service Installation team

Mail Payment To:

Wisconsin Public Service Corporation, Attn: CBT A&C A2, P.O. Box 19001, Green Bay WI 54307-9912

June 3, 2019

ONEIDA NATION
PO BOX 365
ONEIDA, WI 54155-0365

Dear Customer:

Thank you for your request for service at: 1260 PACKERLAND DR COTT 1, COUNTY OF BROWN, STATE OF WI. Wisconsin Public Service is pleased to have this opportunity to provide you with reliable energy and our award winning customer service.

This letter confirms your acceptance of the terms and conditions of the gas and/or electric rates and tariffs associated with your request for service. It also confirms the following cost for your request:

- There are no costs associated with the installation of your gas service. This is valid for 60 days as of the date of this letter.
- Beginning the date the gas meter serving you is installed you will be billed the applicable minimum charge associated with the rate schedule you are expected to take service under, regardless if you are actually using gas.
- **Please remember that it is the customer's responsibility to perform any lawn restoration or surface repair on their private property as a result of this installation.** Service laterals being installed for the first time to your property will receive current allowances towards the cost of installation. Changes or relocation of these laterals may cause some additional expense on your part.
- After WPS has completed the installation of your gas service, you as the customer are responsible for connecting customer owned gas piping to the gas meter bar and contacting WPS to schedule the installation of the gas meter.
- Please note that this project is currently being reviewed to ensure all environmental requirements are met. If it's determined that changes are needed based on environmental requirements, we'll let you know as soon as possible. These changes could result in additional costs or the need for a revised contract. Any additional payment and/or the signed revised contract would be required prior to construction.
- Although we exercise caution to locate and avoid your sewer lateral during construction, if you notice a problem with your sewer drain(s) during construction or anytime after our work is completed, contact us right away. **Do not attempt to clear the sewer lateral.** There have been instances when the sewer lateral and our facilities could intersect, causing an unsafe condition.

The following items are needed to install your facilities in a timely manner. Please provide us with the date when these items will be completed.

- The service route must be cleared 10' wide of debris, building materials, dirt piles, etc. and brought to within 6 inches of final grade. Please discuss any anticipated grade changes with us before the service is installed to avoid being billed for relocation costs incurred with grade changes.
- At the time of construction, all existing or proposed private underground facilities must be marked or exposed before service can be installed.

The payment calculation of this agreement is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new agreement shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, winter construction and similar items affecting the scope of the project, shall be made if the

adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.

All of us at Wisconsin Public Service look forward to serving your energy needs. For further information regarding your new service, visit our Internet site at www.WisconsinPublicService.com. If you have any questions about the above items, please refer to **Work Request: 2900233-1** when calling us at 800-242-9772.

Sincerely,

New Service Installation team

Mail Payment To:

Wisconsin Public Service Corporation, Attn: CBT A&C A2, P.O. Box 19001, Green Bay WI 54307-9912

District: 10

This contract is for the installation of Gas facilities entered into on June 3, 2019 (Contract Date) between ONEIDA NATION (Customer) and Wisconsin Public Service Corporation (WPSC).

Site Address / Description / Location : 1270 PACKERLAND DR in the CITY OF GREEN BAY, County of BROWN, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and /or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and /or MPSC.

		<u>-Gas-</u>	
Standard System Facility Costs (Refundable)	\$0.00		\$8,728.00
Allowances	\$0.00		(\$8,728.00)
Special System Facilities Costs (Refundable)	\$0.00		\$0.00
Refundable Sub Total			
Special Facilities Costs Non Refundable:			
System	\$0.00		\$0.00
Service*	\$0.00		\$490.28
Temporary Service	\$0.00		
Non Refundable Sub Total			<u>\$490.28</u>
Gas Total:			\$490.28
Total Cost			<u>\$490.28</u>

*This agreement ☒ does ☐ does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

Applicable refunds will be made to: ☐ Contracting Developer ☒ Property Owner ☐ Other _____

Special Provisions: This extension was installed under the Area Expansion Program (AEP). The AEP charge is based on the economics of the extension. The charge is subject to reduction if more customers are attached to this extension than the number used in the economic evaluation of this extension. Applicable AEP information for this extension is:

The AEP charge is _____ per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and /or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance Amount
ONEIDA NATION	1270 Packerland Dr	1 Gas @ 0 thm = \$11,250.00
	1260 Packerland Dr	
	1250 Packerland Dr	
	1240 Packerland Dr	

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: _____ Date: _____

Mailing Address: PO BOX 365 ONEIDA, WI 54155-0365

WPSC Signature: _____ Date: _____

Work Request/Revision: 2900226-1

Account# _____ Energized Date _____ CIS Order # 443525545

1. This Contract is not effective until signed by both Company and the Customer. If the Customer fails to return the Contract to Company within sixty days of the Company signature date or contract date, the Contract offer is null and void.
2. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of units installed, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.
3. As a condition of receiving service, the Customer agrees to grant the Company, at no cost, an easement for the necessary construction, operation, and maintenance including tree trimming of any portion of the extension necessary to serve the Customer.
4. The Customer further understands that their structure must comply with the applicable PSCW / MPSC Conservation Code and any other applicable codes and that any noncompliance in future inspections by the Company may be grounds for disconnection of service.
5. If the service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be binding on the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the project.
6. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.
7. Whether stated or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.
8. Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.
9. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
10. The Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation attorneys' fees, arising out of or in connection with the Customer's use of service.
11. In no event shall the Customer place any decorative element on the pole without the prior written approval of the Company. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by the Company to the Customer upon request.
12. In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.
13. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
14. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
15. The Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code and the rules and guidelines of the State of Michigan.
16. In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.
17. Beginning the date the gas meter serving the Customer is installed, or 180 days after the gas service line serving the Customer is installed, whichever is earlier, the Customer will be billed the applicable Minimum Charge and AEP Charge (if any) associated with the rate schedule the Customer is expected to take service under, regardless if the Customer is actually using gas or taking gas service. The determination of the rate schedule the Customer is expected to take service under shall be in Company's sole discretion.

**CONSULTANT/CONTRACTOR
CONFLICT OF INTEREST
DISCLOSURE FORM**

I, Robert T. Laskowski, on behalf of
Wisconsin Public Service

the "Contractor"), declare this to be a full and complete disclosure of all conflicts of interest with the Oneida Nation. Conflict of interest means any interest, whether it be personal, financial, political, or otherwise, that conflicts with any right of the Oneida Nation to property, information, or any other right to own and operate its enterprises, free from undisclosed competition or other violation of such rights of the Oneida Nation. Therefore, I affirm to the best of my knowledge the following:

1. The Contractor is not an employee of the Oneida Nation. *(Must include job description if employee of the Oneida Nation.)*
2. The Contractor is neither presently involved in, nor is it contemplating any legal actions against the Oneida Nation.
3. The Contractor is not presently involved in any activity or has any outside interests that conflict or suggest a potential conflict with the Oneida Nation.
4. The Contractor is neither involved in nor does it own any business investments which are related to or connected with the Oneida Nation, its programs, departments, or enterprises
5. Neither the Contractor, nor any of its representatives, holds any positions as director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Nation. No representative of the contractor sits on any board, commission, or committee of the Oneida Nation. No officer or director of the Company has any conflict as defined above
6. The Contractor is neither applying for, nor receiving, any special services, grants, loans or other programs provided by the Oneida Nation, and has no pending contracts with the Oneida Nation, except as herein disclosed and listed below:

If NONE, please check ☒

Enter disclosures, if any

(Attach additional pages, if necessary)

During the term of the contract or any extension thereof, I will promptly report any situation which may involve, suggest or appear to suggest any conflict that I may have with the Oneida Nation. If a conflict arises, I am informed and understand that the Oneida Nation may in its sole discretion, terminate the contract without obligation to me. Further, failure to report any conflict shall also be cause to terminate my contract.

Signature: _____

Date: _____

6-4-2018

(Rev. 07-2015)

This form is in accordance with B.C. Resolution #9-28-90-A; Revised by BC 9/4/02

Approve a limited waiver of sovereign immunity - Shift4 Payments, LLC, Merchant Processing...
Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 12 / 19

2. General Information:

Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Motion to approve waiver of sovereign immunity for Shift4 Payments, LLC three (3) year contract. Contract to be renewed annually after the three (3) years.

3. Supporting Materials

☐ Report ☐ Resolution ☒ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution

☐ Budgeted - Grant Funded

☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Requesting approval of a waiver of sovereign immunity for Shift4 Payments, LLC, an EMV Partner for POS (Point of Sale) with The Lodge, Spectra and Radisson restaurants. We would like to establish an EMV Partner in conjunction with the Oracle Micros POS System Project that is currently underway at Oneida Gaming and Radisson Hotel.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

From: Cynthia E. Couture
Sent: Thursday, June 06, 2019 3:41 PM
To: BC_Agenda_Requests
Cc: Paul J. Hockers; Chad M. Fuss; Fawne M. Rasmussen
Subject: RE: BC Agenda Request - June 12, 2019 OBC Meeting
Attachments: 2019-0592 final approval-160708.PDF

Attached is the completed Legal Review with additional supporting documents. Below are responses to the four (4) questions from the Legal Review:

1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity? **No attempt was made to negotiate the waiver of sovereign immunity.**
2. Were three bids obtained? If not, why not? **Did not go thru the three bid process. Shift 4 is already an established EMV Partner with Oneida Bingo. Accounting and Oneida MIS are very satisfied with Shift 4 Payments performance and never have had any issues. Imperative that Shift 4 Payments contract and Merchant Application is approved as this is part of the Oracle Micros Upgrade Project that is currently underway at Oneida Casino and Radisson Hotel with expected completion by August 31, 2019.**
3. Was any other vendor willing to remove sovereign immunity issues? **No other vendors were pursued as an EMV Partner.**
4. What is the cost of going to another vendor? **No other vendors were pursued so no costs were obtained.**

Please let me know if this is everything you are requesting, and if anything else is needed.

Thank you.

Cindy Couture
Executive Assistant to Gaming Assistant CFO
Accounting-Finance Administration
Oneida Casino
920-429-3229
ccouture@oneidanation.org



ONEIDA LAW OFFICE**CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT**

TO: Paul Hockers
Accounting-Gaming Support Cage-Vault

*Use this number on future correspondence:***2019-0592**

FROM: Krystal L. John, Staff Attorney

Krystal L. John

Digitally signed by Krystal L. John
Date: 2019.06.04 14:14:00 -05'00'

DATE: June 4, 2019

RE: Shift4 Payments LLC-Merchant Processing
Agreement-Merchant Application & Payment
Network Setup Form

Purchasing Department Use**Contract Approved****Contract Not Approved***(see attached explanation)*

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ The attached form(s) must be completed, signed by Vendor, and attached to the executed contract. *Please submit a copy of the signed form(s) to this office.*

<input type="checkbox"/> Conflict of Interest Disclosure	<input checked="" type="checkbox"/> Gaming Rider	<input type="checkbox"/> Non-Disclosure
<input type="checkbox"/> HIPAA Business Associate Agreement	<input type="checkbox"/> FOIA	<input type="checkbox"/> Entertainment Rider
- ✓ Requires Business Committee approval prior to execution, pursuant to the waivers of sovereign immunity noted below. If this contract is submitted to the Oneida Business Committee for approval of a limited waiver of sovereign immunity, the following information should be submitted along with the agenda review request and contract.
 1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?
 2. Were three bids obtained? If not, why not?
 3. Was any other vendor willing to remove sovereign immunity issues?
 4. What is the cost of going to another vendor?
- ✓ The following are waivers of immunity Merchant Processing Agreement Terms and Conditions:
 - Article 5.B. provides remedies under the Uniform Commercial Code, any other applicable law or in equity.
 - Article 6.1.B, requires indemnification for attorneys' fees for enforcement of the agreement.
 - Article 6.2 provides a period of 1 year to bring legal action.
 - Article 7 requires arbitration and provides arbitration conditions and processes.
 - Article 8.2 selects governing law and venue for any litigation that may arise under the agreement.
 - The American Express OPT BLUE Program Agreement requires arbitration.

- ✓ In addition to the waivers of immunity, please be sure to review the Merchant processing Agreement Terms and Conditions which were references in the agreement you submitted and attached to the review – specifically, please take note of the following:
 - The Guarantors are personally liable – first explained in Article 2.4.B and referenced throughout the terms and conditions.
 - There are separate sets of requirements for telephone orders.in Article 2.5.C.
 - Requirements for what must be included on printed receipts are in Article 2.6.J.
 - Article 2.6.K requires establishment of a customer dispute resolution policy.
 - Article 3.1, requires maintenance of a designated account for all payments to the bank, including fees and other penalties and notices that any failure to report an error or claim to the bank within 30 days will result in wavier of any related claim.

ATTACHMENT “A”**RIDER TO GAMING RELATED CONTRACT**

This is a Rider to the attached agreement entered into between the **Oneida Nation** and

(the “Contractor”) for the services and/or equipment identified in Exhibit A Statement of Work. The Contractor agrees that nothing contained in these agreements shall be construed as a waiver of any of the Oneida Nation’s legal defenses.

The Contractor agrees that the contract shall be terminated if, during the term of the contract or any extension thereof, the Contractor’s certificate under Section VII of the Oneida Nation/State of Wisconsin Gaming Compact of 1991 (Compact) is revoked by the Oneida Gaming Commission, Lottery Board, Wisconsin Gaming Commission, or other body so designated by the State of Wisconsin. The contract is subject to the provisions of the Compact and the Contractor shall comply with the Compact and all Oneida Nation laws, ordinances and regulations. A certificate issued under Section VII of the Compact shall not constitute a property interest under Oneida, state or federal law.

The Contractor shall not permit nor employ any person in the course of performance under the contract, if that person:

1. Has been convicted of, or entered a plea of guilty or no contest to, any of the following, unless the person has been pardoned or the Oneida Business Committee waives such restriction by legislative resolution after the applicant or employee has demonstrated to the Council evidence of sufficient rehabilitation and present fitness.
 - a. A felony, other than a felony conviction for an offense under subdiv. b., c. or d., during the immediately preceding 10 years.
 - b. Any gambling - related offense.
 - c. Fraud or misrepresentation in any connection.
 - d. A violation of any provision of chs. 562 or 565, Wis. Stats., a rule promulgated by the Lottery Board, Wisconsin Racing Board, or other gaming regulatory body of the State of Wisconsin, or an ordinance of the Oneida Nation regulating or prohibiting gaming.
2. Has been determined by the Oneida Nation to be a person whose prior activities, criminal record if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the operation of gaming or the carrying on of the business and financial arrangements incidental thereto.

The Contractor shall not employ any person who is employed by the Oneida Nation in the conduct of gaming under the Compact and the Contractor warrants that no person employed by the Oneida Nation in the conduct of gaming under the Compact has a direct or indirect interest in the contract.

In the event the contract is for the purchase or use of electronic games of chance, the Contractor warrants and represents that each electronic game of chance placed in the Oneida Nation gaming facility:

1. Conforms precisely to the exact specifications of the electronic game of chance prototype tested and approved by the gaming test laboratory; in accordance with Section XV of the Compact and
2. Operates and plays in accordance with the technical standards prescribed in section XV of the Compact.

ACCEPTED AND AGREED TO:

By: _____ Date: _____
Name _____
Title _____
Address _____

MERCHANT PROCESSING AGREEMENT - MERCHANT APPLICATION

☐ NEW LOCATION ☐ OWNERSHIP CHANGE ☐ ADDITIONAL LOCATION

AGENT NAME		REP CODE	OFFICE USE ONLY	MERCHANT #	
OFFICE PHONE	OFFICE CODE	ASSOC		SIC CODE	FAIR ISAAC SCORE

VISA DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION
WESTAMERICA BANK
3750 Westwind Blvd.
Suite #210
Santa Rosa, CA 95403
800-939-9942
acquirer@westamerica.com

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement
3. A Visa Member is responsible for educating Merchants on pertinent Visa Rules with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and disputes below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa Rules.

The responsibilities listed above do not supercede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

MERCHANT NAME:	AUTHORIZED SIGNATURE:
ADDRESS:	PRINT NAME:

SIGN HERE

1 - MERCHANT INFORMATION

NAME OF ACCOUNT (DOING BUSINESS AS)			EXACT LEGAL NAME		
DBA ADDRESS (IF DIFFERENT FROM LEGAL)			LEGAL ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
AUTHORIZED CONTACT		DATE OF BIRTH	TELEPHONE #	FAX #	FEDERAL TAX I.D. NUMBER (9 DIGITS)
MERCHANT E-MAIL ADDRESS (AGENT E-MAIL ADDRESS CANNOT BE ACCEPTED)				WEBSITE ADDRESS	
<input type="checkbox"/> GO GREEN - OPT IN FOR PAPERLESS STATEMENTS (MUST PROVIDE E-MAIL ADDRESS)					
TYPE OF OWNERSHIP: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> ASSOCIATION					

2 - MERCHANT PROFILE

MERCHANDISE/SERVICE SOLD				YEARS IN BUSINESS	PERCENT OF BUSINESS CARD SWIPE _____ % MANUAL KEY WITH IMPRINT _____ % CARD NOT PRESENT _____ % TOTAL 100%
LENGTH OF CURRENT OWNERSHIP	# OF LOCATIONS	MONTHLY VOLUME \$	AVERAGE TICKET AMOUNT \$	HIGHEST TICKET AMOUNT \$	
HAS MERCHANT PREVIOUSLY ACCEPTED CREDIT CARDS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE PROVIDE COPIES OF MOST RECENT STATEMENT PROCESSOR:					
DOES MERCHANT CONDUCT BUSINESS SEASONALLY? <input type="checkbox"/> YES <input type="checkbox"/> NO IF SEASONAL, INDICATE OPERATING MONTHS: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC					
DOES MERCHANT USE A FULFILLMENT HOUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO			WHEN IS THE CARDHOLDER BILLED FOR PRODUCTS/SERVICES? <input type="checkbox"/> ON ORDER <input type="checkbox"/> SHIPMENT		
DOES THE BUSINESS USE ANY THIRD PARTIES IN THE PAYMENT PROCESS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE LIST:			DELIVERY OF PRODUCTS: <input type="checkbox"/> TIME OF SALE <input type="checkbox"/> 1-3 DAYS <input type="checkbox"/> 3-5 DAYS <input type="checkbox"/> 5-15 DAYS <input type="checkbox"/> 15 DAYS+		
REFUND POLICY:			DETAILED BUSINESS DESCRIPTION:		

Each merchant certifies that the average ticket size, highest ticket and sales volume indicated is accurate and acknowledges any variance to this information could result in delayed and/or withheld settlement of funds and/or termination of merchant.

E-COMMERCE MERCHANTS ONLY

SERVICE PROVIDER:	DOES YOUR SITE HAVE A SECURE CERTIFICATE? <input type="checkbox"/> YES <input type="checkbox"/> NO
LIST ALL APPLICABLE URLS FOR YOUR WEBSITE:	IF E-COMMERCE, DO YOU USE A FULFILLMENT CENTER? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE LIST CONTACT INFORMATION:

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account or requesting maintenance on an existing account on behalf of a legal entity. For the purposes of this form, a legal entity includes a Corporation, Limited Liability Company, Partnership, and any other similar business entity formed in the United States.

What information do I have to provide?

This form requires you to provide the name, address, date of birth, and social security number (or passport number or other similar information, in the case of non-US Persons) for the following individuals (beneficial owners):

- (i) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

A verified or copy of a valid driver's license or other government issued identifying document for each beneficial owner on this form is required.

3B - CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account or maintaining a business relationship on behalf of the legal entity must provide the following information.

I. LEGAL ENTITY INFORMATION (REQUIRED):

LEGAL ENTITY NAME		ENTITY TYPE	
ENTITY ADDRESS (NO P.O. BOX)	CITY	STATE	ZIP

II. PERSON OPENING OR REQUESTING MAINTENANCE ON ACCOUNT (REQUIRED):

LAST NAME	FIRST NAME	TITLE
-----------	------------	-------

III: BENEFICIAL OWNERSHIP INFORMATION: Provide the following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interest of the legal entity listed on this form. If no individual meets this definition, please enter the business's owners or officers and enter 0% as "% of ownership".

#1	LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP
ADDRESS (NO P.O. BOX)		CITY	STATE	ZIP	SSN (US PERSONS)
EMAIL ADDRESS	ID TYPE	ID #	EXP DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)
#2	LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP
ADDRESS (NO P.O. BOX)		CITY	STATE	ZIP	SSN (US PERSONS)
EMAIL ADDRESS	ID TYPE	ID #	EXP DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)
#3	LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP
ADDRESS (NO P.O. BOX)		CITY	STATE	ZIP	SSN (US PERSONS)
EMAIL ADDRESS	ID TYPE	ID #	EXP DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)
#4	LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP
ADDRESS (NO P.O. BOX)		CITY	STATE	ZIP	SSN (US PERSONS)
EMAIL ADDRESS	ID TYPE	ID #	EXP DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)

IV: MANAGING RESPONSIBILITY (REQUIRED): Provide information below for one individual with significant responsibility for managing the legal entity previously listed on this form, such as, an executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions. If appropriate, an individual listed in C: BENEFICIAL OWNERSHIP INFORMATION (above) may be listed in this section.

INDIVIDUAL WITH SIGNIFICANT CONTROL:

LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP
ADDRESS (NO P.O. BOX)		CITY	STATE	ZIP
ID TYPE	ID #	EXP DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)
EMAIL ADDRESS	PHONE NUMBER	TITLE		

3C - CERTIFICATION AGREED TO (REQUIRED)

I, (print name) _____, hereby certify, to the best of my knowledge, that the information provided on this form is complete and correct for all accounts. It is further agreed that Westamerica Bank will be immediately notified by the legal entity of any change in such information provided on this form.



SIGNATURE

SIGN HERE

PRINTED NAME

DATE

TRADE REFERENCE	CONTACT	ACCOUNT #	TELEPHONE #
-----------------	---------	-----------	-------------

5 - BANKING INFORMATION PLEASE INCLUDE A VOIDED CHECK OR BANK LETTER		
NAME OF MERCHANT'S BANK	CONTACT	BANK LOCAL TELEPHONE #
ROUTING/ABA #	DBA/CHECKING ACCOUNT	
In accordance with the Merchant Processing Agreement and Gateway Services Agreement, fund transfers will be made to/from the account set forth in the enclosed voided check or bank letter.		

6 - MERCHANT ACCOUNT RATES			
MERCHANT TYPE: <input type="checkbox"/> RETAIL <input type="checkbox"/> RESTAURANT <input type="checkbox"/> FUEL <input type="checkbox"/> MOTO <input type="checkbox"/> E-COMMERCE <input type="checkbox"/> SUPERMARKET <input type="checkbox"/> LODGING			
<input type="checkbox"/> OPTION 1 - TIERED PRICING			
PRICING FOR VISA/MASTERCARD/DISCOVER:			
SELECT ONE: <input type="checkbox"/> 1 - TIER RATE 1: _____			
<input type="checkbox"/> 2 - TIER (MOTO/E-COMMERCE ONLY) RATE 1: _____ RATE 2: <u>RATE 1 + 1.79% + 10¢</u>			
<input type="checkbox"/> 3 - TIER RATE 1: _____ RATE 2: <u>RATE 1 + 1.39% + 10¢</u> RATE 3: <u>RATE 1 + 1.79% + 10¢</u>			
<input type="checkbox"/> 4 - TIER RATE 1: _____ RATE 2: _____ RATE 3: <u>RATE 2 + 1.39% + 10¢</u> RATE 4: <u>RATE 2 + 1.79% + 10¢</u>			
PRICING FOR AMERICAN EXPRESS:			
SELECT ONE: <input type="checkbox"/> TIERED: RATE 1: _____ % + _____ ¢ RATE 2: _____ % + _____ ¢ RATE 3: _____ % + _____ ¢			
<input type="checkbox"/> BUNDLED: <u>3.50</u> % + <u>10</u> ¢			
Where tiered pricing is selected (Option 1), as indicated above, the fees quoted in the above fee schedule plus Assessments shall apply to each credit and debit transaction in addition to the rates set forth in the Merchant Processing Agreement. Assessments are charged as follows: Visa: 0.14%, MasterCard: 0.13%, Discover: 0.13%. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. For more information on interchange rates visit www.visa.com , www.mastercard.com , www.americanexpress.com , or www.discover.com . Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.			
<input type="checkbox"/> OPTION 2 - INTERCHANGE PLUS PRICING			
PRICING FOR VISA/MASTERCARD/DISCOVER:			
<input type="checkbox"/> NET <input type="checkbox"/> GROSS			
CREDIT: INTERCHANGE, DUES & ASSESSMENTS + _____ % + _____ ¢			
DEBIT: INTERCHANGE, DUES & ASSESSMENTS + _____ % + _____ ¢			
PRICING FOR AMERICAN EXPRESS:			
COST PLUS: AMEX COST + _____ % + _____ ¢			
Please review the Merchant Processing Agreement at www.shift4.com/terms for additional information on which interchange programs apply. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. For more information on interchange rates visit www.visa.com , www.mastercard.com or www.americanexpress.com . The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.			

7 - TRANSACTION CHARGES			
<input checked="" type="checkbox"/> VISA/MASTERCARD/DISCOVER/AMEX: _____	SECTION 6 + <u>25</u> ¢ TRANSACTION FEE	<input checked="" type="checkbox"/> BATCH: \$ <u>0.35</u> EACH	<input checked="" type="checkbox"/> RETRIEVAL REQUEST: \$ <u>25.00</u> EACH
<input type="checkbox"/> PIN DEBIT (INCLUDES NETWORK PASS-THROUGH): _____ % + <u>35</u> ¢ TRANSACTION FEE		<input checked="" type="checkbox"/> VOICE AUTHORIZATION FEE: \$ <u>1.75</u> EACH	<input checked="" type="checkbox"/> NSF FEE: \$ <u>25.00</u> EACH PLUS NACHA FEES
<input type="checkbox"/> EBT (FCS ID: _____) _____ N/A + _____ ¢ TRANSACTION FEE		<input checked="" type="checkbox"/> CHARGEBACK FEE: \$ <u>30.00</u> EACH	
All other applicable Card Brand fees will be passed through at the Card Brand's Rate. For more information, please contact Shift4 Payments, LLC. \$.015 applies to each transaction to cover enhanced security services. \$.005 fee applies to all transactions to cover association fees. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.			

8 - SERVICE CHARGES			
SERVICE FEES: <input type="checkbox"/> ANNUAL FEE \$ _____	<input type="checkbox"/> MONTHLY SERVICE FEE \$ _____	<input checked="" type="checkbox"/> ONLINE ACCOUNT REPORTING \$ <u>FREE</u>	WIRELESS TERMINAL FEES (IF APPLICABLE): SETUP FEE (PER TERMINAL): \$35.00 EACH MONTHLY FEE (PER TERMINAL): \$19.95 EACH TRANSACTION FEE: \$0.05 EACH
<input type="checkbox"/> MONTHLY MINIMUM \$ <u>25.00</u>	<input type="checkbox"/> DEBIT ACCESS FEE \$ _____	<input type="checkbox"/> MONTHLY DEALER SUPPORT PLAN* \$ _____	
<input checked="" type="checkbox"/> MONTHLY MC PER LOCATION FEE \$ <u>2.50</u>			
Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice. *Support provided by your local POS dealer.			

9 - MANUAL IMPRINTER		INITIAL HERE
<input checked="" type="checkbox"/> YES If yes, the cost is \$35.00. <input type="checkbox"/> NO, DO NOT WANT ONE By checking this box and initialing, the merchant acknowledges that failing to get an imprint will increase the likelihood of a chargeback for non-swiped transactions. INITIALS: _____		

10 - FREE GIFT CARD ENROLLMENT	
By choosing this option, I understand that an email with a unique link to our online order wizard will be emailed to me to enroll in the gift card program and to customize and order my 50 free cards. I will also receive 50 gift card envelopes, a window decal, and acrylic display stand with insert and two register decals. Gift cards will not be shipped until the online wizard has been completed.	
<input type="checkbox"/> Yes! Please email me instructions on how to enroll in the gift card program and order my 50 free gift cards.	
During the 60 Day Trial, merchant will pay no monthly fees or cost for the 50 Free Gift Card Package or the service. After the 60 day trial, merchant will be assessed a monthly gift card service fee of \$19.95 that includes unlimited transactions. For multiple locations, the main location will be billed the monthly fees for all linked accounts.	

11 - LIGHTHOUSE BUSINESS MANAGEMENT SYSTEM	
<input type="checkbox"/> Yes, please enroll me in the Lighthouse Business Management System. Terms & Conditions apply.	

12 - DISCLAIMER	
MERCHANT has indicated which additional optional services it is requesting. Merchant agrees that BANK is not a party to any services or products listed in Section 9, 10, 11, or any other services or products listed in the Account Setup Form or POS Setup Form and has no liability related to any of the services or products provided therein. MERCHANT agrees that BANK is not a party to the American Express Opt Blue Program Agreement and has no liability related to any American Express services. MERCHANT must be approved by each company and each company may send its terms and conditions to the address of MERCHANT indicated herein upon such approval. MERCHANT agrees to be bound by such company's terms and conditions. Depending upon MERCHANT's authorization and settlement composition, MERCHANT may not have a direct agreement with Discover Network and instead will receive Discover Network services through this agreement with Shift4 Payments. If that is the circumstance, the portion of this disclosure pertaining to Discover Network does not apply. Merchant agrees that BANK is not the provider of Discover Network services and shall have no liability or responsibility for Discover Network services.	

13 - MERCHANT COMPLIANCE	
An annual \$89.95 compliance fee will be charged to Merchant each January, unless 30 days notice is provided for a change in billing date. Merchant represents and warrants that as of the date of signing this Agreement and throughout any term of this Merchant Processing Agreement that it is Payment Card Industry ("PCI") Data Security Standard ("DSS") compliant, and that any hardware or software that Merchant uses during the term of this Agreement to process electronic transactions is Payment Application ("PA") DSS compliant. Merchant further represents and warrants that it will provide assistance as requested from Shift4 Payments to remain compliant with the requirements of Internal Revenue Code Section 6050W and any other applicable federal or state law as it relates to the reporting and processing of electronic transactions. Shift4 Payments reserves the right to impose future fees or withhold payments to Merchant as set forth in the Merchant Processing Agreement and as required by law. Additional Fees may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.	

BANK and Company are authorized to perform such functions under the Merchant Processing Agreement, the Gateway Services Agreement, and the POS System Service Agreement Terms and Conditions, as applicable, for the purposes set forth in the applicable agreement.

15 - SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE)

MERCHANT LOCATION: ☐ RETAIL LOCATION WITH STOREFRONT ☐ OFFICE BUILDING ☐ RESIDENCE ☐ OTHER: _____

SQUARE FOOTAGE: ☐ 0-250 ☐ 251-500 ☐ 501-2000 ☐ 2000+ PHOTOS ATTACHED? ☐ YES ☐ NO

DOES THE AMOUNT OF INVENTORY AND MERCHANDISE ON SHELVES APPEAR TO BE CONSISTENT WITH THE TYPE OF BUSINESS? ☐ YES ☐ NO

FURTHER COMMENTS BY INSPECTOR (MUST BE COMPLETED):

I hereby verify that this application has been fully completed by merchant and that I physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief. Any misrepresentation may result in losses and/or liabilities.

☒ AGENT SIGNATURE SALES REP ID

AGENT NAME (PLEASE PRINT) DATE

16 - PERSONAL GUARANTY (NO TITLES)

This general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of WestAmerica Bank and/or Shift4 Payments, LLC d/b/a Shift4 Payments ("Shift4 Payments") (each a "Guaranty Party" and collectively the "Guaranty Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant Processing Agreement and allied agreements ("AGREEMENT") between any Guaranty Party and MERCHANT as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to any Guaranty Party, together with all costs, expenses, and attorneys' fees incurred by any Guaranty Party in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require any Guaranty Party to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize the Guaranty Parties and their respective agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at the Guaranty Parties' request, financial statements and/or tax returns. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by The Guaranty Parties of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR and Shift4 Payments.

AGREED AND ACCEPTED

☒ PRINCIPAL #1 FROM APPLICATION — SIGNATURE DATE

PRINT NAME

☒ PRINCIPAL #2 FROM APPLICATION — SIGNATURE DATE

PRINT NAME

17 - SIGNATURES

By their execution below of the Merchant Processing Agreement the undersigned parties agree to abide by the Merchant Processing Agreement (the "Agreement"). The Agreement, which consists of this Merchant Application and the Merchant Processing Terms and Conditions (available at www.shift4.com/terms), and MERCHANT acknowledges it has received and read the Terms and Conditions at the time of signing.

MERCHANT warrants that the information provided on this Merchant Application is complete and accurate. MERCHANT authorizes Shift4 Payments, LLC d/b/a Shift4 Payments ("Shift4 Payments" or "ISO") and BANK to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, and its signing officer/owner/partner, authorize COMPANY, and BANK, and their agents or assigns, to make from time to time, any business and personal credit and other inquiries. Depending on MERCHANT's authorization and settlement composition, the references to Discover Network in this Agreement may not apply, and MERCHANT may contract directly with Discover Network for these services.

THIS AGREEMENT (INCLUDING ADDITIONAL FEES) MAY BE AMENDED WITH THIRTY (30) DAYS NOTICE TO MERCHANT.

ACCOUNT CLOSURE FEE: If the Merchant terminates this Agreement prior to the end of the INITIAL TERM (3 years) or any RENEWAL TERM (2 years) for any reason, MERCHANT agrees to pay Shift4 Payments a Account Closure Fee as set forth in Section 5.2 of six hundred dollars (\$600) or sixty dollars (\$60) multiplied by the number of months remaining in the merchant agreement (whichever is greater) per Merchant Identification Number ("MID"). MERCHANT agrees that this fee is not a penalty, but rather a reasonable estimation of the actual damages Shift4 Payments would suffer if Shift4 Payments were to fail to receive the processing business for the then current term. MERCHANT agrees that the Account Closure Fee shall also be due if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL TERM of the Agreement. Notwithstanding the foregoing, the Account Closure Fee will not exceed the maximum amount set forth by applicable law. Paragraph references and capitalized terms not defined at <http://www.shift4.com/terms/>. Designated Cancellation Forms must be faxed to Shift4 Payments.

MERCHANT AND COMPANY WAIVE THEIR RIGHTS TO SUE BEFORE A JUDGE OR JURY AND PARTICIPATE IN A CLASS ACTION AND AGREE TO RESOLVE ALL CLAIMS AND DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION. SEE ARTICLE VII AT www.shift4.com/terms.

EQUIPMENT FEE UPON EARLY TERMINATION: If Merchant was provided a payment processing terminal by Company, one of its Affiliates, or sales partners in order to process transactions under this Merchant Processing Agreement or the Gateway Services Agreement and Merchant terminates this Merchant Processing Agreement under Section 5.1(B) before the end of the Initial Term, Merchant agrees to pay an Equipment Fee per each payment processing terminal (measured by terminal identification number) provided in the amount of: (i) Three Hundred (\$300) Dollars if the Merchant Processing Agreement is terminated prior to the completion of the first anniversary of the Initial Term, (ii) Two Hundred Fifty (\$250) Dollars if the Merchant Processing Agreement is terminated after the first anniversary but prior to the second anniversary of the Initial Term, or (iii) Two Hundred (\$200) Dollars if the Merchant Processing Agreement is terminated after the second anniversary but prior to the completion of the Initial Term. Unless Merchant has been provided a payment-processing terminal subsequent to the Initial Term the Merchant shall not owe any Equipment Fee as set forth in this section subsequent to the Initial Term. This Equipment Fee is in addition to any fees related to point-of-sale equipment provided under a POS System Service Agreement or FE Program which is subject to its applicable terms.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective on the date signed or approved by BANK.

If applicable, MERCHANT agrees by its signature below to the TMS American Express Opt Blue Program Agreement. For details, please see www.shift4.com/terms/americanexpress.

MERCHANT agrees by its signature below to the Shift4 Payments Gateway Services Agreement. For details, please see www.shift4.com/gatewayterms.

PRINT LEGAL NAME OF MERCHANT SIGN HERE IS

☒ PRINCIPAL #1 FROM APPLICATION — SIGNATURE DATE

PRINT NAME TITLE

☒ PRINCIPAL #2 FROM APPLICATION — SIGNATURE DATE

PRINT NAME TITLE

☒ ACCEPTED BY SHIFT4 PAYMENTS DATE

☒ ACCEPTED BY WESTAMERICA BANK ("BANK") DATE

SPECIAL INSTRUCTIONS (MAY REQUIRE APPROVAL):

PAYMENT NETWORK SETUP FORM

Submit this form to sign up for full payment processing capabilities with Shift4.
Must be submitted with Merchant Processing Agreement.

Office Name:		Rep Name:	
Office Code:	CSD:	CSM:	<input type="checkbox"/> M.S.B. AMOUNT: \$ _____
Merchant DBA Name:			
Project Manager Name:		Project Manager Phone:	Project Manager Email:
<input type="checkbox"/> New Location	<input type="checkbox"/> Additional Location	<input type="checkbox"/> Processor Change	<input type="checkbox"/> Ownership Change
<input type="checkbox"/> Upgrade to Shift4 Payments		<input type="checkbox"/> Interface Swap	
Existing Shift4 Serial # (if applicable):			
Merchant cut-over: Date: _____ Time: <input type="checkbox"/> 10:00 am ET <input type="checkbox"/> 2:30 pm ET <input type="checkbox"/> 9:30 pm ET		Auto Batch: <input type="checkbox"/> Yes - Provide settlement time: _____ (If none selected, settlement will default to 4:00 am ET) <input type="checkbox"/> No - Merchant will audit transactions before settlement.	
Will you be accepting EMV transactions? <input type="checkbox"/> Yes <input type="checkbox"/> No		Will you be accepting PIN debit? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Who is doing the installation? <input type="checkbox"/> ISV <input type="checkbox"/> Dealer <input type="checkbox"/> Shift4 If ISV/Dealer, please provide email address: _____			
Merchant Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO/E-commerce <input type="checkbox"/> Lodging			

EQUIPMENT TYPE

 <input type="checkbox"/> Ingenico iPP320* Quantity: _____ Cost: \$ _____ Connection Type: <input type="checkbox"/> Ethernet <input type="checkbox"/> USB <input type="checkbox"/> Serial <small>*FE Program Terms and Conditions apply. See www.shift4.com/FEProgram for details.</small>	 <input type="checkbox"/> iSC250* Quantity: _____ Cost: \$ _____ Connection Type: <input type="checkbox"/> Ethernet <input type="checkbox"/> USB <input type="checkbox"/> Serial <small>*Special approval required. Additional Terms & Conditions may apply. See www.shift4.com/FEProgram for details.</small>	 <input type="checkbox"/> iSC480* Quantity: _____ Cost: \$ _____ Connection Type: <input type="checkbox"/> Ethernet <input type="checkbox"/> USB <input type="checkbox"/> Serial <small>*Special approval required. Additional Terms & Conditions may apply. See www.shift4.com/FEProgram for details.</small>
<input type="checkbox"/> Other - Will supply own PIN Pads Quantity: _____ <small>ISV/Dealer/Merchant is responsible for purchasing, provisioning and installing EMV readers with correct P2PE encryption keys and debit keys. To view all certified EMV devices, please visit https://www.shift4.com/dotn/integration/third-party-devices.cfm.</small>		

VENDOR/INTERFACE INFORMATION

Vendor Name:	Vendor Name:	Vendor Name:
Product:	Product:	Product:
Version:	Version:	Version:
Is a software update needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is a software update needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is a software update needed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Contact:	Contact:	Contact:
Phone:	Phone:	Phone:
Email:	Email:	Email:

THIRD-PARTY INTEGRATIONS

Must submit appropriate payment processor VAR Sheet for any third-party processing integrations (check, gift card, etc.)
All VAR Sheets are available at <https://www.shift4.com/client/setup/>.

SHIPPING INFORMATION

<input type="checkbox"/> Ship to merchant - DBA address on file <input type="checkbox"/> Ship to dealer/ISV - Provide shipping information Terminal Shipping (Per Terminal): <input type="checkbox"/> Free Ground Shipping <input type="checkbox"/> 2nd Day Air \$18.00 <input type="checkbox"/> Next Day Air \$27.00	Company Name: _____ Attn: _____ Address: _____ City: _____ State: _____ ZIP: _____ Telephone Number: _____
---	--

SPECIAL INSTRUCTIONS (SUBJECT TO APPROVAL)

By their execution below the undersigned parties agree to abide by the SHIFT4 PAYMENTS GATEWAY SERVICES AGREEMENT (the "GATEWAY SERVICES AGREEMENT") and the Merchant Processing Agreement. The GATEWAY SERVICES AGREEMENT consists of this Gateway Services Application and the GATEWAY SERVICES AGREEMENT TERMS AND CONDITIONS (available at www.shift4.com/gatewayterms). The Merchant Processing Agreement consists of the Merchant Application and the Merchant Processing Agreement Terms and Conditions (www.shift4.com/terms). MERCHANT acknowledges it has received and read both terms and conditions at the time of signing.

X _____ PRINCIPAL #1 FROM APPLICATION - SIGNATURE DATE	X _____ PRINCIPAL #2 FROM APPLICATION - SIGNATURE DATE
PRINT NAME TITLE	PRINT NAME TITLE
X _____ ACCEPTED BY SHIFT4 PAYMENTS, LLC DATE	

**CONSULTANT/CONTRACTOR
CONFLICT OF INTEREST
DISCLOSURE FORM**

I, Aaron Thieme, on behalf of
Shift4 Payments, LLC

the "Contractor"), declare this to be a full and complete disclosure of all conflicts of interest with the Oneida Nation. Conflict of interest means any interest, whether it be personal, financial, political, or otherwise, that conflicts with any right of the Oneida Nation to property, information, or any other right to own and operate its enterprises, free from undisclosed competition or other violation of such rights of the Oneida Nation. Therefore, I affirm to the best of my knowledge the following:

1. The Contractor is not an employee of the Oneida Nation. *(Must include job description if employee of the Oneida Nation.)*
2. The Contractor is neither presently involved in, nor is it contemplating any legal actions against the Oneida Nation.
3. The Contractor is not presently involved in any activity or has any outside interests that conflict or suggest a potential conflict with the Oneida Nation.
4. The Contractor is neither involved in nor does it own any business investments which are related to or connected with the Oneida Nation, its programs, departments, or enterprises
5. Neither the Contractor, nor any of its representatives, holds any positions as director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Nation. No representative of the contractor sits on any board, commission, or committee of the Oneida Nation. No officer or director of the Company has any conflict as defined above
6. The Contractor is neither applying for, nor receiving, any special services, grants, loans or other programs provided by the Oneida Nation, and has no pending contracts with the Oneida Nation, except as herein disclosed and listed below:

If NONE, please check ☒

Enter disclosures, if any

(Attach additional pages, if necessary)

During the term of the contract or any extension thereof, I will promptly report any situation which may involve, suggest or appear to suggest any conflict that I may have with the Oneida Nation. If a conflict arises, I am informed and understand that the Oneida Nation may in its sole discretion, terminate the contract without obligation to me. Further, failure to report any conflict shall also be cause to terminate my contract.

Signature: Aaron Thieme Date: May 22, 2019

ARTICLE VII REQUIRES ALL DISPUTES WITH BANK OR COMPANY TO BE RESOLVED IN BINDING INDIVIDUAL ARBITRATION—NOT IN A CLASS ACTION, AND NOT IN COURT BEFORE A JUDGE OR JURY. ARTICLE VI LIMITS BANK'S AND COMPANY'S LIABILITY AND MERCHANT'S REMEDIES. PLEASE READ THEM.

SECTIONS 3.5 and 8.2.H PERMIT BANK OR COMPANY TO CHANGE FEES AND CHARGES UPON 30 DAYS' WRITTEN NOTICE, WHICH WILL USUALLY APPEAR IN YOUR MONTHLY STATEMENT MESSAGE. PLEASE REVIEW YOUR STATEMENT EACH MONTH TO ENSURE ALL CHARGES ARE CORRECT AND TO LEARN OF ANY NEW OR AMENDED FEES OR CHARGES.

THIS DOCUMENT CONTAINS THE TERMS AND CONDITIONS YOU AGREED TO WHEN YOU SIGNED THE MERCHANT APPLICATION ("Merchant Application" or "Application"). THESE TERMS AND CONDITIONS, THE MERCHANT APPLICATION, AND BANK'S AND CARD BRANDS' RULES AND REGULATIONS, AS AMENDED FROM TIME TO TIME, COLLECTIVELY CONSTITUTE THE MERCHANT PROCESSING AGREEMENT (this "Agreement").

This Agreement is entered into among WESTAMERICA BANK ("Bank"), whose principal place of business is 3750 Westwind Blvd, Suite 210, Santa Rosa, CA 95403, SHIFT4 PAYMENTS, LLC doing business as HARBORTOUCH PAYMENTS, FUTUREPOS PAYMENTS, POSITOUCH PAYMENTS, OR RESTAURANT MANAGER PAYMENTS ("Company"), whose principal place of business is 2202 North Irving Street, Allentown, PA 18109, and MERCHANT ("Merchant") whose personal name(s) (if a sole proprietorship or partnership), address, business organization name, and type of business are on the Merchant Application. This Agreement becomes effective only if Bank and Company accept it; Bank's and Company's assignment of a merchant identification number to Merchant constitutes their acceptance. Bank's or Company's representative's signature on the Merchant Application does not constitute acceptance, but denotes only the receipt of Merchant's offer contained in the Merchant Application. This Agreement is effective on the later of the dates Bank and Company accept it ("Effective Date"), but if Merchant submits a Transaction prior to the Effective Date, Merchant will be bound by this Agreement from the time of submission.

RECITALS

WHEREAS, Merchant desires to accept Credit Cards, Debit Cards or other Cards, as indicated on the Merchant Application, validly issued by members under license of Discover® Network ("Discover Network"), MasterCard® International, Inc. ("MasterCard"), Visa® U.S.A., Inc. ("Visa"), or a Debit Network;

WHEREAS, Bank and Company desire to provide Card processing services to Merchant.

WHEREAS, Bank is a Member of Visa, Inc. ("Visa") and MasterCard International, Inc. ("Mastercard"), and provides transaction processing and other services and products ("Services") in relation to financial service cards issued by Visa, Mastercard, or other financial service card organizations, including ATM/Debit networks;;

WHEREAS, Merchant, in furtherance of its business operations, wishes to accept Cards and have Bank and Company process the resulting transactions ("Sales") pursuant to this Agreement. For purposes of this Agreement, ATM or Debit transactions shall mean those transactions processed on an ATM or Debit network ("Network(s)") in an on-line real time environment requiring the entry of a personal identification number ("PIN");

WHEREAS, Merchant may desire to be sponsored as a participant in certain Networks, under the terms of the rules and regulations of each such Network;

WHEREAS, Card Brands and Bank each have adopted rules and regulations relating to all aspects of Sales and Services, and those rules and regulations, as amended from time to time, ("Rules") are part of this Agreement;

WHEREAS, Merchant understands that this is an agreement for Transaction processing and that fees for the Services (including the fee sometimes called the "discount") are calculated based on certain factors, including without limitation, the term of this Agreement, the number of transactions processed, the business type, the type of goods or services sold, and the method of processing;

THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank, Company, and Merchant agree as provided in this Agreement.

DEFINITIONS

"Account" means a bank account maintained by Merchant as set forth in Section 3.1 for the crediting of collected funds and the debiting of fees and charges pursuant to the terms of this Agreement.

"ACH" means the Automated Clearing House paperless entry system operated by the Federal Reserve.

"Agreement" means these Terms & Conditions, the Merchant Application, Bank's and Card Brands' Rules, as amended from time to time, and any exhibits to this Agreement.

"Authorization" means a computerized function or a direct phone call to a designated number to examine individual Transactions to obtain credit approval from the Card Issuer.

"AVS" (Address Verification System) allows verification of the Cardholder's Zip code and billing address while requesting authorizations for Transactions or during a request for address verification only.

"Card" means (i) a valid card in the form issued under license from Visa U.S.A., Inc., Visa International, Inc., or MasterCard International, Inc. ("Bank Card" or "Bankcard") or (ii) any other valid card accepted by Merchant by agreement with Bank, such as those issued by, or under license of, Discover Financial Services, Inc. or (iii) any valid card issued under license of a regional or national Debit Network.

"Card Association" means Visa, MasterCard, Discover, and other companies that regulate and manage their respective brands of Cards that are accepted by Merchant by agreement with Bank.

"Card Brands" means Visa, Mastercard, ATM or Debit Networks, and the other financial service Card organizations.

"Cardholder" means the person whose name is embossed upon the face of the Card presented to Merchant

"Card Issuer" means the financial institution or company that provided a Card to a Cardholder.

"Chargeback" means the procedure by which, and the value of, a Sales Draft (or disputed portion thereof) is returned to Bank by a Card Issuer.

"Credit Card" means a plastic or metal card that allows payments to be offset against a special-purpose account associated with a revolving line of credit and requiring some form of installment-based payment.

"Credit Voucher" means a document executed by a Merchant evidencing any refund or price adjustment credited to a Cardholder account.

"Debit Card" means a plastic or metal card linked to a checking or savings account.

"Debit Network" means a network upon which transactions linked to checking or savings accounts are routed. See Section 2.6.A (Debit Networks).

"Discover" means Discover Network or Discover Financial Services.

"Effective Date" means the later of the dates Bank and Company accept this Agreement.

"Imprint" means (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprinter, or (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically printing a Sales Draft.

"MasterCard" means MasterCard International, Inc. or MasterCard Worldwide, Inc.

"MCC" means Merchant Category Code and indicates the Merchant's category classification by Visa and MasterCard describing specifically the type of business the Merchant operates.

"Retrieval" means a Card Issuer's or Cardholder's request for a Transaction receipt.

"Rules" means the rules and regulations of any Card Association or ATM or Debit Network, as amended from time to time, and includes any rules or rule summaries attached to this Agreement.

"Services" means any service described in this Agreement or provided by Company.

"Sales Draft" means the paper form, approved in advance by Bank, whether such form is electronically or manually imprinted, evidencing a sale Transaction.

"Transaction" means any sale of goods and services, or credit for such, from a Merchant for which Bank makes payment through the use of any Card and which is presented to Bank for collection.

"Visa" means Visa U.S.A., Inc. or Visa International, Inc.

"Voice Authorization" means a direct phone call to a designated number to obtain credit approval on a Transaction.

ARTICLE I – GENERAL

1.1 As a result of Merchant submitting Sales for processing to Bank, Bank will process such Sales and credit or debit Merchant's Designated Account (see Section 3.1) with the resulting financial proceeds of such Sales, provided, however, that no payment for Sales will take place unless and until Bank has received payment for such Sales from the Card Brands. In addition, when a disputed transaction (Chargeback) occurs, Merchant agrees to provide all requested information to Bank and Bank agrees to forward such information to the Card Brands in accordance with the Rules and the Card Brands' dispute resolution guidelines. Bank is not responsible for the outcome of any Chargeback.

1.2 The Cards designated herein will be processed under the terms and conditions of this Agreement as long as Bank is contractually permitted to offer such Services by the respective Card Brands and this Agreement has not been terminated.

1.3 On an exclusive basis, Merchant agrees to submit all Sales for processing from Cards accepted in Merchant's business as described in the Merchant Application to Bank in accordance with the Rules and pursuant to the terms of this Agreement.

1.4 Merchant agrees to abide by the Rules. Bank and Card Brands may from time to time amend the Rules or operating procedures related to Sales Drafts or Services. Merchant has been supplied with a summary of the Rules and by signing the Merchant Application, acknowledges that it has reviewed them. Merchant agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Merchant agrees to assist Bank and Company in complying in a complete and timely manner with all Laws and Rules now or hereafter applicable to any Sale or this Agreement. Merchant will execute and deliver to Bank all such instruments that Bank may from time to time deem necessary. It is Merchant's

responsibility to follow all applicable Laws and the Rules that apply to Merchant's acceptance of Cards and to ensure that Merchant's equipment complies with all Laws and Rules. **Merchant agrees to indemnify, defend, and hold Bank harmless from and against any loss, cost, or damage (including reasonable attorneys' fees and court costs) incurred as a result of Merchant's failure to comply with applicable Laws or Rules.**

1.5 Merchant agrees that it will not use for its own purposes, will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of Bank or Company, including but not limited to the terms of this Agreement, and will safeguard such information and data by using a reasonable degree of care but in no event less than the same degree of care Merchant uses to protect its own confidential information.

1.6 SECURITY STANDARDS

A. Merchant agrees it will not disclose to any third party any Cardholder account information or other personal information except to its agent assisting in completing a Card Transaction, or as required by Laws or Rules. Merchant must not request or use Cardholder account number information for any purpose that Merchant knows or should know to be fraudulent or in violation of the Rules, or for any purpose that the Cardholder did not authorize, except to Merchant's agent assisting in completing a Card Transaction, or as required by law. Merchant must keep all systems and media containing account, Cardholder or Transaction information (physical or electronic, including but not limited to account numbers, Card imprints, and terminal identification numbers) in a secure manner, to prevent access by or disclosure to anyone other than Merchant's authorized personnel. Merchant must destroy, in a manner that will render the data unreadable, all such media that Merchant no longer deems necessary or appropriate to store (except for Sales Drafts maintained in accordance with this Agreement, Laws or Rules). Further, Merchant must take all steps reasonably necessary to ensure Cardholder information is not disclosed or otherwise misused. Merchant may not retain or store magnetic stripe, CVV2 or CVC2 data after authorization. Merchant must not store, and must ensure that all of Merchant's third party providers that have access to Cardholder data do not store, magnetic stripe, CVV2 or CVC2 data after a Transaction.

B. If Merchant uses any third parties who will have access to Cardholder data ("Merchant Provider(s)"), or any third party payment application(s) or software, Merchant must notify Bank and Company of the identity of the Merchant Provider(s) and the name and version of the payment application(s) or software. In addition, Merchant must: (1) only allow the Merchant Providers access to Cardholder data for purposes authorized by the Rules, (2) have proper security measures in place for the protection of Cardholder data, (3) ensure that Merchant Providers have proper security measures in place for the protection of Cardholder data, (4) comply with and assure that Merchant Providers comply with the Payment Card Industry ("PCI") Data Security Standard, as amended from time to time, which may be referred to as the Visa Cardholder Information Security Program ("CISP") (found at www.visa.com) and the MasterCard Site Data Protection Program ("SDP") (found at www.mastercard.com), and (5) have written agreements with Merchant Providers requiring the compliance set forth herein. Merchant will immediately notify Bank and Company of any suspected or confirmed loss or theft of any Transaction information, including any loss or theft from a Merchant Provider. Merchant is responsible for demonstrating Merchant's and Merchant Providers' compliance with the CISP, SDP, DISC, DSOP, and PCI programs, and providing reasonable access to Merchant's locations and ensuring Merchant Providers provide reasonable access to their locations to verify Merchant's and Merchant Providers' ability to prevent future security violations. Any fees, fines, or penalties resulting from non-compliance will be passed through to Merchant. Merchant agrees to indemnify Bank, Company, and the Card Brands against all costs, expenses, damages and losses resulting from any breach of security, or loss or theft of information.

C. In addition, in the event of a suspected or confirmed loss or theft of information, Merchant agrees, at Merchant's cost, to provide all information requested by Bank, Company, a Card Brand, other financial institutions, or local, state, or federal officials in connection with such event and to cooperate in any ensuing investigation. Any information provided in response to such investigation will (as between Merchant, Company, and Bank) be considered Bank's confidential information. Merchant agrees that Bank may release to the Card Brands, other financial institutions, and regulatory, local, state, or federal officials, any information Merchant provides to Bank in connection with a suspected or confirmed loss or theft of Transaction information. The requirements of this section apply to Cardholder data regardless of the medium in which the information is contained and regardless of whether Merchant processes Transactions via Internet, mail, phone, face-to-face, or any other method. Additional information regarding data security may be found at the Card Brands' websites.

1.7 Submission by Merchant of Sales or participation in Services at any time after seven (7) days from the date of distribution of or publication by the Card Brands of amended Rules to Merchant shall be evidence that Merchant was provided with or received access to the amended Rules and has agreed to abide by them.

1.8 If Merchant is a healthcare provider or other entity covered by the Health Insurance Portability and Accountability Act of 1996, as amended, and the supporting regulations under 45 C.F.R. Part 160 and 164, as amended, Merchant agrees it will not provide Bank with Protected Healthcare Information (as defined in such act).

ARTICLE II - CARD ACCEPTANCE

2.1 HONORING CARDS

A. Without Discrimination. Merchant will accept without discrimination, all valid Cards as indicated by Merchant on the Merchant Application when properly presented by Cardholders for payment for goods or services within the Merchant's Category (MCC) of acceptance. Merchant may not discriminate between payment Cards within a payment Card network on the basis of the Issuer that issued the presented payment Card.

B. Acceptance. Merchant will elect on the Merchant Application to accept (full acceptance) or not accept (limited acceptance) credit and/or debit cards for payment. A full acceptance Merchant will accept all valid Cards unless Merchant provides 30 days' written notice to Bank and Company requesting limited acceptance and stating Merchant's election of Card types. Limited acceptance is not applicable to non-US issued Cards.

C. Advertised Price. Merchant agrees to accept Cards for payment of goods or services without charging any amount over the advertised price as a condition of Card acceptance, unless local law requires Merchant be permitted to engage in such practice.

D. Minimums and Maximums. (a) Merchant shall not establish minimum or maximum transaction dollar value for Signature-Debit or PIN-Debit Card sales as a condition for accepting such Debit Cards. (b) Merchant may set a minimum transaction dollar value for the acceptance of a Credit Card, only to the extent that: (i) such minimum dollar value does not exceed \$10; and (ii) such minimum dollar value is the same for all Issuers or payment Card networks. (c) If Merchant is a federal agency or institution of higher education, Merchant may set a maximum dollar value for the acceptance of Credit Cards, to the extent that such maximum dollar value is the same for all Issuers or payment card networks.

E. Surcharges. If Merchant chooses to impose a surcharge on Card payments, Merchant may do so only after meeting specific considerations, limitations, and requirements as defined by the Card Associations. Requirements and limitations include: (i) Merchant may impose a surcharge only if permitted by, and is compliant with, state and local law; (ii) Merchant shall notify Bank, Company, and Card Associations no less than 30 days in advance of imposing any surcharge; (iii) Merchant shall publicly disclose its surcharge practices at the store entry point and point of sale; and (iv) Any surcharge imposed by Merchant shall not exceed 4% of the underlying Transaction amount. For information on, and further links to, surcharge considerations, requirements, limitations, and Card Association surcharge registration pages, visit www.mastercard.us/merchants/support/surcharge-rules.html and www.visa.com/merchantsurcharging.

F. Discounts. Merchant may offer a discount or in-kind incentive as an inducement for a Cardholder to use a means of payment that the Merchant prefers, provided that the discount: (i) is clearly disclosed as a discount from the standard price; (ii) is non-discriminatory, by providing the same discount for all Cards accepted; (iii) does not differentiate on the basis of the Issuer or the Card Association; and (iv) is in accordance with Laws and the Rules.

G. Disputes with Cardholder. (a) All disputes between Merchant and any Cardholder relating to any Card Transaction will be settled between Merchant and the Cardholder. Bank and Company bear no responsibility for such Transactions. (b) Merchant must not require a Cardholder, as a condition for honoring a Card, to sign a statement that waives the Cardholder's right to dispute the Transaction with the Card Issuer.

H. Cardholder Identification. Merchant will identify the Cardholder and check the expiration date and signature on each Card. Merchant will not honor any Card if: (i) the Card has expired; (ii) the signature on the Sales Draft does not correspond with the signature on the Card; (iii) the account number embossed on the Card does not match the account number on the Card's magnetic stripe (as printed in electronic form); (iv) the Card was declined as a result of an Authorization attempt. Merchant may not require a Cardholder to provide personal information, such as a home or business telephone number, a home or business address, or a driver license number as a condition for honoring a Card unless permitted by Laws and the Card Association Rules.

I. Non-presentment. Merchant shall not accept a Card as payment (other than for mail order, Internet sale, telephone order, or preauthorized sale to the extent permitted under this Agreement), if the person seeking to use the Card does not present the Card to permit Merchant to examine it and obtain an imprint or otherwise use the physical Card to complete the Transaction.

J. Card Recovery. Merchant will use reasonable, best efforts and peaceful means to recover any Card if: (i) Merchant is advised by Bank, Company, the issuer of the Card, or the designated voice authorization center to retain it; or (ii) if Merchant has reasonable grounds to believe the Card is counterfeit, fraudulent, or stolen, or not authorized by the Cardholder. The obligation of Merchant imposed by this section to retain or recover a Card does not authorize a breach of the peace or any injury to persons or property and Merchant will hold Bank and Company harmless from any claim arising from any injury to person or property or breach of the peace in connection with the retention or recovery of a Card.

K. Location. Merchant may honor Cards only at location(s) approved by Bank and Company. Additional locations may be added, subject to Bank's and Company's approval. Merchant, Company, or Bank may delete location(s) by providing notice as provided in this Agreement.

2.2 AUTHORIZATIONS

A. Required on all Transactions. Merchant will obtain prior Authorization for the total amount of a Transaction via electronic terminal, gateway, or other compliant and certified device before completing any Transaction, and Merchant will not process any Transaction that has not been authorized. Merchant will follow all instructions received during the Authorization process. Upon receipt of an Authorization approval Merchant may consummate only the

Transactions must be authorized and must note on the Sales Draft the Authorization number. Where Authorization is obtained, Merchant will be deemed to warrant the true and matching identity of the Cardholder.

B. No Guarantees. Authorizations are not a guarantee of acceptance or payment of the Sales Draft. Authorizations do not waive any provisions of this Agreement or otherwise validate a fraudulent Transaction or a Transaction involving the use of an expired or otherwise invalid Card.

C. Unreadable Magnetic Stripes. When presenting Card Transactions for Authorization electronically, and Merchant's terminal is unable to read the magnetic stripe on the Card, Merchant must obtain a Phone Authorization (either via Voice or Automated Response Service, **both carry additional fees**) and Merchant must obtain an imprint of the Card and also obtain the Cardholder's signature on the imprinted Sales Draft before presenting the Sales Draft to Bank for processing. Failure to perform these additional actions may result in the assessment of Transaction surcharges or a rejected Transaction.

D. Fees. Unless otherwise approved in writing by Bank, **Merchant agrees to pay \$0.75 for each Voice Authorization and \$1.00 for each Voice Authorization for AVS.**

2.3 PRESENTMENT OF SALES DRAFTS

A. Sales Draft Administration. Unless the Sales Draft is electronically generated from a swiped Transaction or is the result of an Internet, mail, phone or preauthorized sales order, Merchant must use a Sales Draft or other form approved by Bank to document each Card Transaction. Each Sales Draft will be legibly imprinted with: (i) Merchant's name, location, and account number; (ii) the information embossed on the Card presented by the Cardholder (either electronically or manually, and truncated if electronic); (iii) the date of the Transaction; (iv) a brief description of the goods or services involved; (v) the Transaction authorization number; (vi) the total amount of the Sale including any applicable taxes, or credit transaction; and (vii) adjacent to the signature line, a notation that all Sales are final, if applicable.

B. Signatures. Sales Drafts must be signed by the Cardholder unless the Card Transaction is a valid mail/telephone/Internet order Card Transaction, or PIN-based Debit Card Transaction, which fully complies with the requirements set forth in this Agreement. Merchant may not require the Cardholder to sign the Sales Draft before Merchant enters the final Transaction amount in the Sales Draft.

C. Delivery and Retention of Sales Drafts. Merchant will deliver a complete copy of the Sales Draft or credit voucher to the Cardholder at the time of the Transaction. In addition to any records routinely furnished to Bank under this Agreement, Merchant shall preserve a paper or microfilm copy of all actual paper Sales Drafts and Credit Vouchers and if a mail, phone order or preauthorized order is involved, the Cardholder's signed Authorization for the Transaction for at least eighteen (18) months (or longer if required by Laws or Rules) after the date Merchant presents the Transaction. Merchant must follow Section 3.4 (Safeguarding Payment Card Information) to protect information it retains and may not retain information that section prohibits.

D. Electronic Transmission. If Merchant utilizes electronic authorization or data capture equipment or services, Merchant will enter the data related to a Sales or Return Transaction into a computer terminal or magnetic stripe reading terminal and transmit daily Transactions to Bank (or its duly assigned processor) no later than the close of business on the day the Transactions are completed (unless otherwise permitted by the Rules). Failure to do so may result in the assessment of Transaction penalties.

E. Compliance. If Merchant provides or uses its own electronic terminal, gateway or similar Transaction device to capture Transactions and generate Sales Drafts, such devices must meet Bank, Card Associations, PCI Security Standards Council (pursuant to Section 3.4), and government requirements for processing Transactions.

F. Inspection. If Bank requests a copy of a Sales Draft, credit voucher, or other Transaction evidence, Merchant will provide it within 24 hours following the request.

G. Multiple Transaction Records. Merchant shall not prepare more than one Sales Draft for a single sale or for a single item and shall include all items or goods and services purchased in a single Transaction in the total amount on a single Sales Draft except: (i) for purchases in separate departments of a multiple department store; (ii) for installment payments; or (iii) for delayed or amended charges governed by the Rules for travel and entertainment merchants and Transactions.

H. Forms. Merchant shall only use forms or modes of transmission of Sales Drafts and Credit Vouchers as provided or approved by Bank. Merchant shall not use forms provided by Bank other than in connection with Card Transactions without Bank's prior written consent.

I. Endorsement. The presentment of Sales Drafts to Bank for collection and payment is Merchant's agreement to sell and assign its right, title, and interest in each Sales Draft completed in conformity with Bank's acceptance procedures and shall constitute an endorsement by Merchant to Bank of such Sales Drafts. Merchant hereby authorizes Bank to supply such endorsement on Merchant's behalf. Merchant agrees that this Agreement is a contract of financial accommodation within the meaning of Bankruptcy Code (11 U.S.C. § 365) as amended from time to time. Merchant acknowledges that its obligation to Bank for all amounts owed under this Agreement arise out of the same Transaction as Bank's obligation to deposit funds to the Account.

2.4 DEPOSIT OF SALES DRAFTS AND FUNDS DUE MERCHANT

A. Presentment and Acceptance. Bank shall accept from Merchant all valid Sales Drafts presented by Merchant under the terms of this Agreement and shall present the same to the appropriate Card issuers for collection against Cardholder accounts. All presentment and assignment of Sales Drafts, collection therefor and re-assignment or rejection of such Sales Drafts are subject to this Agreement and the Rules. Bank shall be the only entity that will provisionally

credit the value of collected Sales Drafts to Merchant's Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks, fees, fines and penalties, late submission charges, and items for which Bank did not receive final payment. Bank may refuse to accept or withhold payment of any Sales Draft without notice until the expiration of any Chargeback period, or revoke its prior acceptance of a Sales Draft, in the following circumstances: (i) Bank reasonably suspects that the Sales Draft was not made in compliance with this Agreement, Rules, or applicable Laws; (ii) the Cardholder disputes its liability to Bank for any reason, including but not limited to Cardholder chargeback rights enumerated in the Rules; (iii) the Transaction giving rise to the Sales Draft was not directly between Merchant and Cardholder; (iv) the Transaction is outside the parameters indicated on the Merchant Application; (v) if Bank determines, at its sole and reasonable discretion, that a Transaction or batch of Transactions poses a risk of loss; (vi) Bank may impose a cap on the volume and ticket amount of Sales Drafts that Bank will process for Merchant, as indicated on the Merchant Application or imposed otherwise by Bank. This limit may be modified by Bank upon written notice to Merchant. If Merchant exceeds the limit established by this Agreement, Bank may suspend processing, charge over limit fees, hold deposits over the cap, or return all Sales Drafts evidencing funds over the cap to Merchant or terminate this Agreement. Merchant will pay Bank, as appropriate, any amount previously credited to Merchant for a Sales Draft not accepted or later revoked by Bank. Merchant agrees that Bank has no liability for any delay in funding and that Bank is not responsible for any losses Merchant may incur, including but not limited to NSF fees, due to delayed deposit of funds.

B. Returns and Adjustments: Credit Vouchers. Merchant agrees that it will conduct business in regard to returns as follows: (a) Merchant's policy for the exchange or return of goods sold and the adjustment for services rendered shall be established and posted in accordance with the Rules. Merchant agrees to disclose to a Cardholder before a Card sale is made, that if merchandise is returned: (i) no refund, or less than a full refund, will be given; or (ii) returned merchandise will only be exchanged for similar merchandise of comparable value; (iii) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, charges, or other noncredit terms). (b) Disclosures must be made on all copies of Sales Drafts in letters approximately 1/4" high in close proximity to the space provided for the Cardholder's signature on the Sales Draft and issued at the time of sale. (c) If Merchant does not make these disclosures and Cardholder requests a refund, a full refund in the form of a credit to the Cardholder's Card account must be given. Merchant shall not refund cash to a Cardholder who originally paid for the item by Card. (d) Credits must be made to the same Card account number on which the original sale Transaction was processed. (e) If Merchant accepts any goods for return, any services are terminated or canceled in conjunction with each such Transaction. Merchant shall have sufficient funds in its account available to Bank to cover the amount of the Transaction and any related fees. (f) Merchant warrants that any Credit Voucher it issues represents a bona fide refund or adjustment on a Card sale by Merchant with respect to which a Sales Draft has been accepted. (g) Under no circumstance will Bank be responsible for processing credits or adjustments related to Sales Drafts not originally processed by processor and Bank.

C. Chargebacks. Merchant and Guarantor(s) are fully liable for all Transactions returned for whatever reason (Chargebacks). Merchant will pay upon presentation the value of all Chargebacks. Authorization is granted by Merchant to Bank and Company to offset from incoming Transactions and to debit the Designated Account, the Reserve Account, or any other account held at Bank, Company, or at any other financial institution the amount of all Chargebacks. Merchant will fully cooperate in complying with the Rules regarding Chargebacks. Merchant agrees that: (a) failure to pay a Chargeback upon such presentation shall be considered a material breach of this Agreement and Merchant, in addition to any other remedies which may be exercised by Bank or Company, shall be charged a late fee of (i) the maximum allowed by Laws; or (ii) one and one half percent (1.5%) per month or portion thereof on all unpaid Chargebacks, whichever is greater; (b) Merchant agrees to accept for Chargeback any sale for which the Cardholder disputes the validity of the sale according to the Rules, or Bank determines that Merchant has in any way failed to comply with the Rules or Bank procedures, including but not limited to the following: (i) Sales Draft is illegible, not signed by the Cardholder, or has not been or cannot be presented to Bank within the required time frame(s); (ii) Sales Draft does not contain the Imprint of a valid unexpired Card; (iii) an Authorization has not been obtained or a valid Authorization number has not been correctly and legibly recorded on the Sales Draft; (iv) Sales Draft is a duplicate of a prior Transaction or is the result of two or more Transactions generated on one Card for a single sale; (v) Cardholder alleges that he or she did not participate in the sale, authorize the use of the Card, receive goods or services purchased, or receive a required credit adjustment, or disputes the quality of the goods or services purchased; (vi) the price of goods or services on the Sales Draft differs from the amount which Merchant presents for payment; (vii) Transaction results from an Internet, mail, phone, or preauthorized order and the Cardholder disputes entering into or authorizing the Transaction or the Transaction has been made on an expired or non-existing account number; (viii) Bank reasonably believes that Merchant has violated any provision of this Agreement; (ix) Bank reasonably determines that the Transaction record is fraudulent or that the Transaction is not bona fide or is subject to any claim of illegality, cancellation, rescission, avoidance, or offset for any reason whatsoever, including without limitation, negligence, fraud, or dishonesty on the part of Merchant or Merchant's agents or employees; (a) for whatever reason pertaining to not complying with the Rules. (b) Notwithstanding any authorization or request from a Cardholder, Merchant shall not initiate a sale Transaction in an attempt to collect a Chargeback. (c) Guarantors are personally liable for all Chargebacks. In the event Merchant sells its business and a new owner incurs Chargebacks, the original Merchant and all Guarantors will be held personally liable for the Chargebacks and

any other rights of the new owner(s). (d) In the event the Account is closed or is otherwise unavailable to Bank for ACH debit, Merchant and Guarantors consent to Bank locating additional deposit accounts or assets by using any means available. In this event Merchant and Guarantors waive all rights to their privacy in favor of Bank until such time as all unpaid Chargebacks and fees owed to Bank have been paid in full. (e) Merchant agrees to pay Chargeback fees as indicated on the Merchant Application for Chargebacks received by Bank regardless of outcome of a Merchant dispute of such Chargeback. (f) Merchant has the right to follow procedures outlined by the Rules to dispute a Chargeback, but such Merchant dispute procedure does not guarantee to relieve Merchant from the responsibilities in respect to Chargebacks outlined in this section.

D. Excessive Activity. Merchant's presentation to Bank of Excessive Activity will be a breach of this Agreement and may result in immediate termination of this Agreement. "Excessive Activity" means, during any monthly period for any one of Merchant's terminal identification numbers or merchant identification numbers: (i) the dollar amount or number of chargebacks and retrieval requests in excess of 1% of the average monthly dollar amount or number of Card Transactions; (ii) sales activity that exceeds by 25% or more the dollar volume indicated on the Merchant Application; or (iii) the dollar amount of returns equals 3% of the average monthly dollar amount of Card Transactions. Merchant authorizes, upon the occurrence of Excessive Activity, Bank to take any action deemed necessary including but not limited to suspension or termination of processing privileges or creation or maintenance of a Reserve Account in accordance with this Agreement.

E. Fees. Unless otherwise approved in writing by Bank, Merchant agrees to pay \$15 for each Retrieval request.

2.5 OTHER TYPES OF TRANSACTIONS

A. Recurring Transactions. For recurring transactions, Merchant must be approved by Bank to accept recurring transactions and obtain a written request from the Cardholder for the goods and services to be charged to the Cardholder's account, the frequency of the recurring charge, and the duration of time during which such charges may be made. Merchant will not complete any recurring transaction after receiving: (i) a cancellation notice from the Cardholder; (ii) notice from Bank, or (iii) a response that the Card is not to be honored. Merchant must print legibly on the Sales Draft the words "Recurring Transaction".

B. Multiple Sales Drafts. (a) Merchant will include a description and total amount of goods and services purchased in a single transaction on a single Sales Draft or Transaction record, unless (i) partial payment is entered on the Sales Draft or Transaction record and the balance of the Transaction amount is paid in cash or by check at the time of Transaction, or (ii) a Sales Draft represents an advance deposit in a Card Transaction completed in accordance with this Agreement and the Rules. (b) Merchant shall not submit duplicate Transactions. Merchant shall be debited for any duplicate Transactions and shall be liable for any Chargebacks resulting from duplicate Transactions.

C. Mail Orders "MO", Telephone Orders "TO", and Internet Orders "IO." (a) Unless Merchant has been approved by Bank to accept mail orders, telephone orders, or Internet orders, Merchant warrants that it is a walk-in trade business, located in a retail business place conducting face-to-face Transactions. If Merchant is found to be submitting Card Transactions for mail orders, telephone orders, or Internet orders without Bank approval, this Agreement may be terminated and the value of all Sales Drafts collected from the first day of processing may be charged back to Merchant and all funds thereof may be held pursuant to Article IV of this Agreement. (b) If Merchant is authorized by Bank to accept payment by mail order, telephone order, or Internet order, the Sales Draft may be completed without the Cardholder's signature or an imprint, but in such case Merchant shall create a Sales Draft containing Cardholder account number, expiration date, transaction date, an authorization number, the sale amount and the letters "MO", "TO", or "IO" as appropriate. In addition, the Merchant's business name, city, and state must be included. Receiving an Authorization shall not relieve Merchant of liability for Chargebacks on any MO, TO, or IO Transaction. (c) For Approved MO, TO, and IO Merchants, performing AVS (Address Verification System) is required. AVS is not a guarantee for payment, and the use of AVS will not waive any provision of this Agreement or otherwise validate a fraudulent Transaction. (d) In the event the Merchant is approved to conduct MO, TO, or IO Transactions, Merchant is cautioned to apply fraud protection measures (as described on the Visa and MasterCard websites) and Merchant understand that there is a higher risk of Bank disputes and/or fraud associated with these types of Transactions. (e) If Merchant's Retail/Mail Order/Telephone Order, Internet mix changes from the percentages represented to Bank in the Merchant Application, Bank may cease accepting mail/telephone order transactions, or limit its acceptance of such transactions, or increase its fees, or terminate this Agreement, or impose a Reserve Account, unless prior written approval has been obtained from Bank. (g) Merchant may not deposit a MO, TO, or IO Sales Draft before the product is shipped.

D. Lodging and Vehicle Rental Transactions. (a) Merchant must estimate and obtain Authorization for the amount of the Transaction based upon the Cardholder's intended length of stay or rental and the Cardholder must be informed of the dollar amount Merchant intends to pre-authorize. Additional Authorization(s) must be obtained and recorded for charges actually incurred in excess of the estimated amount. (b) Regardless of the terms and conditions of any written preauthorization form, the Sales Draft amount for any lodging or vehicle rental Transaction shall include only that portion of the sale, including any applicable taxes, evidencing a bona fide rental of personal property by Merchant to the Cardholder and shall not include any consequential charges. Nothing contained herein is intended to restrict Merchant from enforcing the terms and conditions of its preauthorization form through means other than a Card Transaction. (c) It is the responsibility of the Merchant to comply with the Rules applicable to the Lodging and Vehicle Rental MCCs in order to

qualify for special Interchange pricing incentives for Lodging and Vehicle Rental merchants. Card Association Rules may be obtained from each Card Association's website.

E. Future Delivery. (a) Merchant will not present for processing, whether by electronic means or otherwise, any Sales Draft or other memorandum, to Bank representing a payment, partial payment, or deposit for goods or services to be delivered in the future, without the prior written consent of Bank. Such consent will be subject to Bank's final approval. (b) The acceptance of a Card for payment or partial payment of goods or services to be delivered in the future without prior consent will be deemed a breach of this Agreement and may result in immediate termination in addition to any other remedies available under the Laws or Rules. (c) If Bank has given such consent, Merchant represents and warrants to Bank that Merchant will not rely on any proceeds or credit resulting from such Transactions to purchase or furnish goods or services. Merchant will maintain sufficient working capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from Sales Drafts or other memoranda taken in connection with future delivery Transactions. (d) If Merchant has obtained prior written consent, Merchant will complete such Card Transactions in accordance with the terms set forth in this Agreement, the Rules, and the Laws. Cardholders must execute one Sales Draft when making a deposit with a Card and a second Sales Draft when paying the balance. Merchant will note upon the Sales Draft the words "deposit" or "balance" as appropriate. Merchant will not deposit the Sales Draft labeled "balance" until the goods have been delivered to Cardholder or Merchant has fully performed the services.

2.6 DEBIT CARD PROCESSING

If Merchant indicated on Merchant Application its intent to become a sponsored participant in the Debit Networks in order to accept Debit Network Transactions, Merchant is bound under the terms and conditions set forth in this section (in addition to the other sections of this Agreement), as follows:

A. Debit Networks. "Debit Networks" refers to those regional and national Debit Card networks accepted by Bank, including but not limited to the following organizations and their successors: Star, NYCE, Pulse, Interlink, AFFN, Alaska, Jeanie, Accel, Maestro and Money Station. This Section (2.6) pertains only to Transactions authorized, captured, and settled through such Debit Network.

B. Participation. Merchant agrees to become a participant in each Debit Network Bank is able to facilitate.

C. Compliance. Merchant agrees to comply with all Debit Network rules, regulations, procedures, fees, assessments, penalties, and other membership duties, obligations, and costs of each such Debit Network, which are applicable to Merchant during the term of this Agreement. Merchant shall complete only those POS Transactions that comply in all respects with the Rules and which have been authorized. Merchant shall comply with the Graphics Standards Manual, the Security Manual, all federal, state, and local laws applicable to its participation in the system, including without limitation statutes, regulations, and judicial decisions relating to POS Transactions, POS Terminals sharing, consumer credit, consumer protection, electronic funds transfers, antitrust, franchise, and other trade regulation matters, and shall indemnify and hold Bank and Debit Network harmless against any and all liability or expenses related thereto.

D. Honoring Cards. Merchant shall honor all valid Cards when presented for payment of Debit Transactions when such Transactions can be initiated and completed electronically. If a technical malfunction prevents electronic initiation and completion of a Transaction, Merchant is not obligated to complete such Debit Transaction. Merchant shall treat Transactions by any Debit Network Cardholders in the same manner as Transactions by any other Cardholders as permitted by the Rules and Laws. Merchant may not require or ask for the Cardholder's signature or any other means of verifying the Cardholder's identity.

E. Authorizations. Bank will provide a Transaction authorization service, which will enable the Merchant to offer its Cardholders a method of payment using PIN-Debit Cards. Merchant will be permitted to accept certain PIN-Debit Cards and access Bank's contracted data center facilities to perform authorization requests.

F. Funds. Bank will facilitate the transfer of funds received from the Debit Networks as a result of Merchant's Transaction activity. Funds will be transferred to Merchant's Designated Account using the Automated Clearing House (ACH) of the Federal Reserve Bank, on a two-three (2-3) day delayed basis contingent upon receipt of funds by the Bank and method of Merchant statement reconciliation.

G. Access. Upon receipt of written instructions from any Debit Network to which Bank is providing access hereunder, Bank may immediately cease to provide to Merchant and its Cardholders, access to such Debit Network. Bank shall use reasonable efforts to promptly notify Merchant of such interruption in network access. Merchant shall indemnify and hold Bank harmless from any claims, liabilities, or losses, including costs and attorneys' fees, resulting from Bank's compliance with the written instructions of any Debit Network.

H. No Discrimination. Merchant shall treat Transactions by any Debit Network Cardholders in the same manner as Transactions by any other Cardholders, unless otherwise permitted under Laws and the Rules.

I. Equipment. (a) Merchant shall, at its own expense, obtain and install POS Terminals, together with PIN-Pads and other facilities necessary to support the Debit Network Transactions at Merchant location(s). Merchant shall provide Bank and the Debit Network with a list of all Merchant locations currently with compliant POS Terminals capable of accepting cards and shall provide a list as applicable. All POS Terminals shall accept cards. Merchant at all times shall maintain and operate the POS Terminals in accordance with the Operating Rules. (b) Merchant shall take all reasonable steps necessary to ensure that all POS Terminals and PIN-Pads operated at Merchant locations shall: (i) be available for use by cardholders of all provided Debit Networks for POS Transactions; and (ii) function with a minimum of error and in a reliable manner and meet all applicable standards contained in the Technical Specifications and the Security Manual for Debit Network. (c) Merchant shall have at, or in proximity to, any POS Terminal where a

and a device with an operating Track 2 magnetic stripe reader and PIN-Pad that meets the standards contained in Section 3.4. The requirements of this paragraph shall not apply to POS Transactions not involving the transfer of funds such as balance inquiries. Merchant shall be responsible for connecting the POS terminals at each Merchant location.

J. Receipts. At the time of any POS Transaction involving a transfer of funds, Merchant shall make available to each cardholder a written receipt that complies fully with all applicable Laws, including, but not limited to, Regulation E (12 C.F.R. § 205), and includes, but is not limited to, the following information: (i) the amount of the POS Transaction; (ii) the Transaction date; (iii) the type of POS Transaction and, if more than one type of account may be accessed at the POS Terminal by the cardholder, the type of account (checking, savings, etc.) and, if more than one account of the same type may be accessed at the POS Terminal by the cardholder the specific account accessed must be uniquely identified; (iv) a number or code that uniquely identifies the cardholder initiating the POS Transaction, or the cardholder's account, or the card used to initiate the POS Transaction; (v) location of the POS terminal at which the POS Transaction was initiated; (vi) the name of the Merchant providing the goods, services or money to the cardholder; and the trace number.

K. Dispute Resolution. Merchant will attempt to settle in good faith any dispute with a Cardholder involving a Transaction. Merchant will establish a fair, consistent policy for the exchange and return of merchandise and for the adjustment of amounts due on Debit Card sales. Except as the Debit Networks may permit, Merchant will not make any cash refunds or payments for returns or adjustments on Debit Card Transactions but will instead complete an adjustment form provided or approved by Bank. Any Debit Card Sales Draft for which no refund or return will be accepted by Merchant must be clearly and conspicuously marked (including on the Cardholder's copy) as "final sale" or "no return" and must comply with the Rules. Merchant will refer Debit Card Cardholders with questions or problems to the institution that issued the Debit Card. Merchant will cooperate with each processor and with each applicable Debit Network and its other members to resolve any alleged errors relating to Transactions. Merchant will permit and will pay all expenses of periodic examination and audit of functions related to each Debit Network, at such frequency as the applicable Debit Network deems appropriate. Audits will meet Debit Network standards, and the results will be made available to the Debit Network.

L. Personal Identification Numbers. (a) For each PIN-based Debit Card sale, Cardholder must enter a Personal Identification Number ("PIN") through a PIN-pad located at the point of sale. (b) PIN-pad(s) must be situated to permit Cardholders to input PINs without a chance of revealing it to another individual, including Merchant or its employee(s). (c) Merchant will instruct employees not to ask any Cardholder to disclose a PIN and in the event Merchant or employee(s) nevertheless becomes aware of any Cardholder's PIN, Merchant or employee(s) will not use such PIN or create or maintain any record of such PIN, and will not disclose such PIN to any other person. (d) Merchant must ensure the PIN message is encrypted, using a compliant encryption method, from the PIN-pad to the POS Terminal, and from the POS Terminal to the Debit Network and back (end-to-end). (e) The PIN encryption method considered compliant is the method mandated by the Card Associations, the Debit Networks and the PCI-SSC. (f) Merchant may only use a PIN entry device certified by Bank and listed as compliant by the PCI-SSC (including PTS and PCI-PED) for submitting PIN-Debit Transactions. Merchant will comply with any other requirements relating to PIN security as required by Bank or by any Debit Network, inclusive of PIN encryption method.

M. Inquiries. Balance inquiries may be performed only at Cardholder-operated terminals and shall at all times require entry of the Cardholder's PIN and use of the magnetic stripe reader.

N. Confidentiality. Merchant shall not disclose to third parties, other than: (a) the Debit Network or Bank or (b) as otherwise specifically required by law, any information related to POS Transactions (including, but not limited to, Cardholder account information) without the prior written consent of the Cardholder and the Card-issuing bank.

O. Cashback. (a) Cashback Transactions shall be limited to the maximum of \$200 per Cardholder on any Transaction date. If Merchant allows Cardholders to initiate cashback Transactions, Merchant must transmit to the Debit Network for each cashback Transaction initiated at Merchant's location, the following information in its Transaction message: (i) the amount of cashback given to the Cardholder pursuant to the POS Transaction; and (ii) Whether the POS Transactions involved the issuance of scrip to the Cardholder. For purposes of cashback reporting required under this paragraph, the full amount debited from Cardholder's account during a Debit Transaction initiated at terminal that issues scrip shall be reported as the cashback amount, regardless of the amount used by the Cardholder to purchase goods or services at the Merchant's location. (b) If Merchant receives, in response to a request for authorization for a cashback Transaction involving the purchase of goods and services, a denial code indicating that a cashback Transaction has been denied solely because the cashback portion of the Debit Transaction would cause the Cardholder to exceed a limit on cash withdrawals imposed on the Cardholder by the Card issuing bank, Merchant shall inform Cardholder that the Transaction was denied because it would cause the Cardholder to exceed such limit on cash withdrawals, but that a new Debit Transaction in the amount of the purchase alone may be approved.

P. Indemnity. Merchant shall be responsible for and shall indemnify and hold Debit Network and Bank harmless against any and all liability or expense relating to the payment of federal, state, and local sales, use, and other taxes (other than such taxes based in whole or in part on income attributed to fees for services), when due or deemed to be due, as well as all other expenses, fees and charges imposed by a government, arising out of or incidental to its participation in the system.

Q. Insurance. Merchant is responsible for obtaining all insurance that may be required by reasonable prudent business practices.

R. Inspection. Merchant agrees that, upon request, it will promptly provide to Debit Network or Bank any information reasonably requested by it to aid in determining whether Merchant is in compliance with the Operating Rules and the Graphics Standards Manual, the Security Manual, and this Agreement between Merchant and Bank or Debit Network.

S. Reimbursements. Merchant shall promptly reimburse within three (3) business days of the event giving rise to any loss for the amount of all losses resulting from any of the following actions, including without limitation reasonable attorneys' fees and court costs, in the event that Merchant or any of its agents or employees or any of the operators of its POS Terminals at Merchant locations or the employees or agents of any such operators: (i) knowingly permits anyone other than the Cardholder, or a person expressly authorized by the Cardholder, to use the Card and to initiate any POS Transaction; (ii) permits the amount debited in a POS Transaction by use of a Card to exceed the actual amount of goods or services and cashback, if any, provided to such Cardholder at the time in respect to such Transaction; (iii) circumvents the limit imposed by a Merchant on POS Transactions by dual submissions for the same POS Transaction; (iv) otherwise permits the use of any Card in any manner in violation of the Operating Rules or the Security Manual; (v) completes any declined POS Transactions; or (vi) otherwise participates in any fraud resulting in loss.

T. Records. Merchant shall retain records for each POS Transaction for at least seven (7) years or for such longer period as is required by applicable Laws, but may not retain information that the Rules or Section 3.4 (Safeguarding Payment Information) forbid or limit.

U. Investigation. Merchant is responsible for investigation of any complaints regarding POS Transactions in accordance with the requirements of the Operating Rules.

V. Security. Debit Networks, Bank or its designated agent, on behalf of itself or others, shall have the right to inspect Merchant security systems and procedures from time to time after reasonable notice to Merchant.

2.7 PROHIBITED AND HIGH-RISK TRANSACTIONS

IMPORTANT: FAILURE TO COMPLY IN FULL WITH THIS SECTION OF THE AGREEMENT MAY RESULT IN THE TERMINATION OF THIS AGREEMENT, WITHHOLDING OF MERCHANT FUNDS, TERMINATION OF MERCHANT ACCOUNT PRIVILEGES AND MERCHANT MAY BE ADDED TO THE CONSOLIDATED TERMINATED MERCHANT FILE (MATCH).

A. Fraud Transactions. Merchant will not, under any circumstances, present for processing of Sale or Credit, directly or indirectly, any Transaction or any Transaction Merchant knows or should know to be fraudulent or not authorized by the Cardholder. Merchant must not request or use a Card account number for any purpose other than as payment for goods and services.

B. Factoring. Merchant will not, under any circumstances, present for processing of Sale or Credit, directly or indirectly, any Transaction not originated as a result of a bona-fide Card Transaction directly between Merchant and Cardholder. Merchant will not present any Sales Drafts on behalf of another company, person, source or entity.

C. Lawful Purposes. Merchant will not, under any circumstances, engage in any Transaction, or use Card Acceptance and Transaction capabilities, for selling goods or providing services prohibited by applicable Laws, including but not limited to, the USA PATRIOT Act, Bank Secrecy Act, consumer protection laws, or the U.S. Internal Revenue Code. Merchant will not submit any Transactions prohibited by the Rules. Perpetrators of fraud or fraudulent Transactions will be referred to law enforcement agencies.

D. Cash Payments. Merchant will not, under any circumstances, accept cash, checks or other negotiable items from any Cardholder and forward a Credit Transaction as a purported payment or deposit to an account maintained by the Cardholder.

E. Cash Advances. Merchant will not submit, deposit or process any Transaction for the purpose of obtaining or providing a cash advance. Merchant will not submit any Transaction that involves a Card owned or controlled by Merchant for the purpose of obtaining a cash advance or deposit of funds into Merchant's own Designated Account. Merchant agrees that any such deposit or Transaction may result in immediate termination.

F. Refinancing Existing Debt. Merchant will not accept a Card to collect or refinance an existing debt that: (i) has been deemed uncollectible by the Merchant providing the associated goods or services; (ii) represents any other pre-existing indebtedness by Cardholder, including collection of delinquent accounts on behalf of other parties; (iii) represents the collection of a dishonored check. Further, Merchant must not accept Cardholder payments for previous Card charges.

G. Merchant Category. Merchant may not accept Card payments for products or services delivered to Cardholder that are not directly applicable to the Merchant Category Code (MCC) entered on the Merchant Application for which Merchant was approved. Should Merchant's MCC change after the Effective Date of this Agreement, Merchant shall not submit, deposit, or process any Transactions until receiving Bank's written approval of an MCC change. Merchant understands that accepting payments for goods and/or services not directly relating to the approved MCC may result in termination of this Agreement.

H. Card Association Rules. Merchant shall comply with the Card Association Rules, as amended from time to time. Merchant is required to review the latest versions of Card Association Rules, as applicable to Merchant's obligations under this Agreement, available online at each Card Association's website.

I. Cooperation. Merchant will fully cooperate with Bank and each Card Association in the event that Bank or any Card Association determines that there is a substantial risk of fraud arising from Merchant's access to Card processing networks. Merchant will take whatever action(s) Bank or Card Associations reasonably require to protect Bank, Card Associations, or their members or

and/or the Bank nor the Card Associations nor any of their respective personnel will have any liability to Merchant for any action taken in good faith.

J. Prohibited Transactions. Merchant will not submit any telemarketing (inbound or outbound) sales Transactions or any other Transactions that Bank or Card Associations deem to be High Risk unless Merchant obtains Bank's prior written consent. Such consent will be subject to Bank's final approval and may be revoked by Bank without prior notice. Consent can be obtained only from Bank and cannot be granted by Bank's agents, affiliates, Independent Sales Organizations (ISOs), Merchant Service Providers (MSPs) or other non-Bank entities. Merchant may be subject to Card Association registration and reporting requirements. If Merchant processes any such Transactions without Bank's prior approval, Merchant may be terminated immediately and Bank may suspend funds and/or require Merchant to establish a Reserve Account.

ARTICLE III – MUTUAL OBLIGATIONS

3.1 DESIGNATED ACCOUNT

A. Establishment and Authority. Merchant will establish and maintain a demand deposit account at an ACH receiving depository institution approved by Bank ("Designated Account"). Merchant will maintain sufficient funds in the Designated Account to satisfy all obligations to Bank and Company, including fees, contemplated by this Agreement. Merchant irrevocably authorizes Bank and Company to debit the Designated Account for Chargebacks, fees, and any other penalties or amounts owed under this Agreement. This authority will remain in effect for at least two (2) years after termination of this Agreement whether or not Merchant has notified Company and Bank of a change to the Designated Account. Merchant must obtain prior written consent from Bank or Company to change the Designated Account. If Merchant does not obtain that consent, Company and Bank may immediately terminate this Agreement and may take other action necessary, as determined by them in their sole discretion.

B. Deposit. Bank will initiate a deposit in an amount represented on Sales Drafts to the Designated Account subject to Article IV upon receipt of funds from Visa, MasterCard, Discover, or a Debit Network. Typically, the deposit will be initiated three (3) business days following Bank's receipt of the Sales Draft, except for mail order/telephone order and electronic commerce Transactions, which may be initiated five (5) business days following receipt of the Sales Draft. "Business Day" means Monday through Friday, excluding holidays observed by the Federal Reserve Bank of New York. Bank will be the only entity to deposit Sales Drafts to the Account subject to Section 2.4. Merchant authorizes Bank and Company to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant conditional credit for any entry. Bank or Company, in its sole discretion, may grant Merchant provisional credit for Transaction amounts in the process of collection, subject to receipt of final payment by Bank and subject to all Chargebacks.

C. Merchant's Duty to Report Asserted Errors or Claims. Merchant must promptly examine all statements relating to the Designated Account, and all statements from Bank or Company, and immediately notify Bank or Company at the address in Section 8.2.G (Notice) of this Agreement in writing of any asserted errors or claims. Merchant's written notice must include: (i) Merchant name and account number; (ii) the dollar amount of the asserted error or claim; (iii) a description of the asserted error or claim; and (iv) an explanation of why Merchant believes an error or claim exists and the cause of it, if known. That written notice must be received by Bank or Company within 30 calendar days after Merchant receives the periodic statement containing the asserted error or claim. **Merchant's failure to notify Bank or Company of any error or claim within thirty (30) days constitutes a waiver of any claim relating to that error or claim.** Merchant may not make any claim against Bank or Company relating to any asserted error or claim for 60 calendar days immediately following Bank's receipt of Merchant's written notice. During that 60-day period, Bank and Company will be entitled to investigate the asserted error or claim.

D. Indemnity. Merchant will indemnify and hold Bank, and Company harmless for any action either takes against the Designated Account, the Reserve Account, or any other account pursuant to this Agreement.

E. ACH Authorization. Merchant authorizes Bank and Company to initiate debit/credit entries to the Designated Account, the Reserve Account, or any other account maintained by Merchant at any institution, all in accordance with this Agreement. This authorization will remain in effect beyond termination of this Agreement. In the event Merchant changes the Designated Account, this authorization will apply to the new account.

F. Fees. Unless otherwise approved in writing by Bank, Merchant agrees to pay \$25 for each debit or credit rejected or returned from the Designated Account and \$50 for each DDA change submitted to Bank during the term of this Agreement.

3.2 MERCHANT OBLIGATIONS

A. Notification of Business Changes. Merchant shall provide Bank with immediate notice if Merchant intends to: (i) transfer, sell, or liquidate any substantial part of its total assets or equity; (ii) change the basic nature of its business affecting Merchant's MCC; (iii) change ownership or transfer control of its business; (iv) enter into any joint venture, partnership, or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in Merchant's business; or (v) modify Merchant's monthly processing volume or average ticket size as approved by Bank (collectively known as "Business Changes"). Notice to Bank must be made in accordance with Section 8.2.G (Notice). Failure to provide notice of Business Changes may result in termination of this Agreement. In event of Business Changes, Bank may, in its sole discretion, terminate this Agreement. In its sole discretion, Bank may or may not offer Merchant a new Agreement. If Bank suffers a monetary loss caused by Merchant's failure to comply with this section, Bank has the right to recover such losses by means of enforcing its

Security Interests per Section 4.1 of the Agreement along with its other remedies.

B. Financial Condition. (a) Merchant will notify Bank, within one business day, in event of bankruptcy, receivership, insolvency, or similar condition or action initiated by or against Merchant or any of its principals (collectively referred to as a "Financial Condition Change"). (b) Merchant will include Bank as a creditor in Merchant's bankruptcy proceedings if Merchant has funds due to Bank for any reason including fees, Chargebacks, or ACH rejects. (c) In event of a Financial Condition Change, or if Merchant is aware of a future or imminent Financial Condition Change, Merchant will cease all Card acceptance at once and will no longer accept and submit Card Transactions until Bank has given Merchant permission to do so after receiving notice of Financial Condition Change. (d) In the event of a Financial Condition Change, Merchant will not sell, transfer, or disclose any Cardholder information, inclusive of Card account numbers or personal information, to agents, vendors, or any other persons or entities.

C. Separate Notification. Separate notification regarding changes to account information, including those to the Designated Account, must be made to outside services used by Merchant including but not limited to American Express and any leasing company.

D. Equipment. If Merchant enters into a lease agreement to obtain POS equipment from Bank: (a) Merchant is required to verify the terms of the Lease agreement by way of a telephone conference call between Merchant, Bank, and the leasing company. For each Lease agreement Merchant will have a scheduled appointment date and time to complete this verification. If Merchant does not verify Lease on the scheduled appointment date and time, a Bank representative will make two (2) additional attempts to contact Merchant and complete the verification. If the Lease cannot be successfully verified after these additional attempts, an ACH debit will be made to the Merchant's Account to recover cost of equipment, shipping and handling. Merchant may contact Bank to reschedule the appointment prior to the initial appointment date and time. The rescheduled appointment cannot be set more than five (5) business days from the original appointment date. (c) Merchant cannot return equipment after 30 days from receipt. Merchant agrees that any and all equipment returns are assessed a twenty percent (20%) restocking fee.

E. Request for Copy. Within three (3) calendar days of receipt of any written or oral request by Bank, Merchant shall provide either the actual paper Sales Draft or a legible copy thereof, in size comparable to the actual Sales Draft, and any other documentary evidence available to Merchant and reasonably requested by Bank to meet Bank's obligations under Laws (including its obligations under the Fair Credit Billing Act, 15 U.S.C. § 1601) or otherwise to respond to questions concerning Cardholder accounts. **Unless otherwise approved by Bank, Merchant will be assessed a \$15 fee for each request for copy.**

3.3 CREDIT INQUIRIES FINANCIAL EXAMINATION AND INSPECTIONS.

A. Credit Inquiries. Merchant, its signing officers, owners, partners, and principals, and any Guarantors, authorize BANK, and its agents or assigns, to make, from time to time, any business and personal credit and other inquiries Bank considers necessary to review the acceptance and continuation of this Agreement. Merchant authorizes persons or entities contacted by Bank or any of its affiliates, in relation to this Agreement, to release the credit information requested by Bank or any affiliate. By executing this Agreement, Merchant, its signing officer/owner/partner/principal and any Personal Guarantor acknowledge that BANK has a legitimate business need for the information contained in any personal credit report that may be obtained in connection with this Agreement, and that this Agreement is a business Transaction that was initiated by the Merchant and any Personal Guarantor identified in the Merchant Application. Merchant authorizes Bank and Company to make credit inquiries Bank considers necessary, in its sole discretion, to review the acceptance and continuation of this Agreement. This authority is granted to Bank and Company at any time during which Merchant owes any obligation to Bank or Company and survives the termination of this Agreement. Such inquiries shall include, but are not limited to, a credit check of the business including its proprietor, principal owners, or officers. If requested to do so by Bank or Company, Merchant shall provide written consent of any individual for whom an inquiry has been or is to be made if such individual did not sign the Merchant Application.

B. OFAC. Merchant, its principal owner(s) and Guarantor(s), acknowledge that Bank is required by federal law (Section 326, USA PATRIOT Act of 2001) to inquire with the Office of Foreign Asset Control (OFAC) of the U.S. Treasury Department if Merchant, its principal owner(s), proprietor(s), officer(s) or Guarantor(s) are present on any lists maintained by OFAC prior to accepting Merchant.

C. Inspections. Merchant agrees to permit Bank and Company to inspect at reasonable times locations to confirm that Merchant has or is adhering to the terms of this Agreement and is maintaining the proper facilities, equipment, inventory, records, and license(s) or permit(s) (where necessary) to conduct its business. However, nothing in this paragraph shall be interpreted as a waiver of Merchant's obligation to comply in all respects with the terms of this Agreement.

D. Audits and Reviews. Merchant authorizes Bank and Company to audit Merchant's records, systems, processes, or procedures to confirm compliance with this Agreement, as amended from time to time. Merchants processing dollar volumes in excess of \$100,000 per month will cooperate with Bank and Company in performing annual financial reviews by presenting up-to-date financial statements, tax returns, and bank statements in order to assure Bank and Company that Merchant maintains a favorable capital position, liquidity, stability, business practices, and general financial condition to fulfill the responsibilities tied to high volume Card processing.

E. USA PATRIOT ACT Requirements. To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each

person (not a business entity) who opens an account. What this means: When Merchant opens an account, Bank will ask for the applicant's name, physical address, date of birth, taxpayer identification number, and other information that will allow Bank to identify the applicant. Bank may also ask to see the applicant's driver's license or other identifying documents. Bank will advise Merchant if additional information is required.

- F. Monitoring.** Merchant understands and agrees that any telephone conversation between Merchant and Bank, or Merchant and Company, may be monitored and recorded.

3.4 SAFEGUARDING PAYMENT CARD INFORMATION

A. Release of Payment Card Information. Merchant will not, under any circumstance, disclose, copy, distribute, release, make public, or transmit payment card information including account number, expiration date, CVV2/CVC2 or other Card security codes, or any data element relating to the payment Card to any third party, person, company, recipient, or entity other than Bank or its authorized processing agent.

B. Storing Card Data. If Merchant is inclined to retain paper or electronic Sales Drafts or Credit Vouchers, Merchant may only do so if (i) Sales Drafts or Credit Vouchers contain only Cardholder account information permitted to be retained by Merchant as mandated by the Rules; (ii) any type of electronic storage is maintained in strict accordance with the PCI-DSS on a PA-DSS certified system; (iii) Sales Drafts or Credit Vouchers which no longer bear an importance are properly destroyed in a manner which renders the data unreadable and unrecoverable.

C. Prohibited Data Storage. Neither Merchant nor any type of software system used by Merchant, shall store, save, or retain, in whole or in part, either electronically, on paper or any other type of media, payment card magnetic stripe information, track data, or Card security codes (e.g. CVV, CVC, CID, CVV2 or CVC2) appearing or stored on the payment Card.

D. Payment Applications. Merchant may be using special services, hardware or software provided by a third party ("Third Party Payment System") to assist Merchant in processing Transactions, including Authorizations, batch settlement, or accounting functions. In the event Merchant uses a Third Party Payment System including, but not limited to, a POS terminal, POS system, POS software, payment software, payment gateway, virtual terminal, Cardholder activated terminal or automated fuel dispenser, Merchant is responsible for assuring third party system is PA-DSS certified and complies with the PABP (Payment Application Best Practices) as set forth by the Payment Card Industry Security Standards Council (PCI-SSC) and the Card Associations. Merchant must ensure that any software or system updates of Third Party Payment System(s) satisfy all security standards required under the Rules (including PABP, PA-DSS and PCI-DSS). All electronic commerce Merchants must provide Cardholders with a secure and encrypted transaction method, utilizing a valid Secure Sockets Layer (SSL) certificate or 3D Secure. Bank has no responsibility for any Transaction until that point in time Bank receives data about the Transaction. Merchant must notify Bank of its use of any Third Party Payment System that will have access to or stores Cardholder or Payment Card information.

E. Electronic Terminals. If Merchant provides its own Point-of-Sale electronic terminal or similar device ("POS Terminal"), such POS Terminals must comply with, and meet all requirements set forth by, Bank, any applicable processor, and directives set forth by the PCI-SSC, as amended from time to time, in order to submit Transactions. Information regarding a sales or credit Transaction transmitted with a POS Terminal will be transmitted by Merchant to Bank or applicable Processing Host in the format Bank from time to time specifies or is required under the Rules. If Bank requests a copy of a Sales Draft, credit voucher, or other Transaction evidence, Merchant will provide it within three (3) business days following the request. The means of transmission indicated in the Merchant Application shall be the exclusive means utilized by Merchant until Merchant has provided Bank with at least thirty (30) days' prior written notice of Merchant's intention to change the means of such delivery or otherwise to alter in any material respect Merchant's medium of transmission of data to Bank or Processing Host.

F. PCI-DSS Compliance. Merchant shall be in full compliance with rules, regulations, guidelines, and procedures adopted by any Card Association or Payment Network relating to the privacy and security of Cardholder and Card Transaction data, including without limitation the most up-to-date version of the Payment Card Industry Data Security Standard (PCI-DSS), as amended from time to time by the Payment Card Industry Security Standards Council. Detailed information pertaining to these requirements may be found at <https://www.pcisecuritystandards.org>. Additional information regarding security requirements may be found on the Card Associations' websites.

G. Merchant Responsibility. (a) MERCHANT SHALL BE LIABLE FOR ALL FINES, CHARGES, AND PENALTIES THAT MAY BE ASSESSED BY ANY CARD ASSOCIATION OR PAYMENT NETWORK AS A RESULT OF TRANSACTIONS MADE BY MERCHANT OR MERCHANT'S NONCOMPLIANCE WITH ARTICLE III's REQUIREMENTS. (b) Merchant acknowledges that it may be prohibited from participating in payment network programs if it is determined that Merchant is non-compliant. (c) Merchant acknowledges that Bank may cause Merchant to subject to an audit to verify Merchant's compliance with security requirements. (d) Merchant must notify Bank within twenty-four (24) hours after becoming aware of: (i) any suspected or actual data security breach; or (ii) any noncompliance by Merchant with security requirements. (e) Merchant shall, at its own expense: (i) perform or cause to be performed an independent investigation of any data security breach of Card or Transaction data by an authorized assessor acceptable to Bank; (ii) take all such remedial actions recommended by such investigation, Bank, or Card Association; and (iii) cooperate with Bank in the investigation and resolution of any security breach.

H. Truncation. Merchant must comply and adhere to the security provisions set forth in the Fair and Accurate Credit Transactions Act of 2003 (FACTA), 15 U.S.C. § 1681c(g), which mandates that Card receipts given to the Cardholder

may not contain: (i) more than the last five digits of the credit card account number; and (ii) that the Card receipt may not contain the expiration date.

I. Privacy Policy. If Merchant sells goods or services on the Internet, Merchant's website must contain Merchant's consumer privacy policy and a description of Merchant's method of safeguarding consumer Transaction data.

J. Passwords. If Merchant receives a password from Bank to access a transaction system or gateway, Merchant shall: (i) keep the password confidential; (ii) not allow any other entity or individual to use the password or gain access to Bank's systems; (iii) be liable for all action taken by any user of the password; and (iv) promptly notify Bank if Merchant believes the confidentiality of Bank's system or Merchant's information has been compromised by use of such password.

3.5 FEES AND OTHER AMOUNTS OWED BANK OR COMPANY; FEE CHANGES

A. Fees and Taxes. Merchant will pay Bank and Company fees for services, forms, and equipment in accordance with the fees and rates set forth on the Merchant Application and all other sums owed to Bank and Company for sales and Services set forth in this Agreement, as applicable. Merchant agrees that it is jointly and severally liable for all fees, charges, and other sums owed to Bank or Company by any affiliated entities of Merchant and permits Bank or Company to withhold funds from any affiliated entity to satisfy an obligation of Merchant. Such fees will be calculated and debited from the Designated Account once each business day or month for the previous business day or month's activity, or will be deducted from funds due Merchant attributable to Sales Drafts presented to Bank. **Bank and Company reserve the right, with thirty (30) days' written notice, to change the fees and charges set forth on the Merchant Application, including adding fees for additional services utilized by Merchant. But Company or Bank may change fees in response to changes in Card Brand fees with less than thirty (30) days' notice.** Merchant is obligated to pay all taxes, and other charges imposed by any governmental authority on the Services provided under this Agreement. **MERCHANT AUTHORIZES BANK AND COMPANY TO INITIATE DEBIT AND CREDIT ENTRIES TO THE DESIGNATED ACCOUNT FOR THE PURPOSES OF THE PAYMENT OF FEES AND ANY OTHER SUMS DUE UNDER THIS AGREEMENT.**

B. Other Amounts Owed. Merchant will immediately pay Company and Bank any amount incurred by Company or Bank attributable to this Agreement including but not limited to Chargebacks, fines imposed by Card Associations, insufficient funds fees, and ACH debits that overdraw the Designated Account, Reserve Account or are otherwise dishonored. Merchant authorizes Company and Bank to debit via ACH the Designated Account, Reserve Account, or any other account Merchant has at Bank, Company, or at any affiliate of Bank or other financial institution for any amount Merchant owes Company or Bank under this Agreement or under any other contract, note, guaranty, instrument, or dealing of any kind now existing or later entered into between Merchant and Company or Bank, whether Merchant's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. If funds acquired do not fully reimburse Company and Bank for the amounts owed, Merchant will immediately pay Company or Bank such amounts. Merchant agrees to pay an interest rate of the lesser of 18% per annum or the maximum lawful rate on any overdue funds to Bank, or the greatest amount allowed by law, whichever is greater.

C. Pass-Through Fees. Each card organization (Visa, MasterCard and Discover Network) assess fees to merchants in connection with transactions that are outside the control of Bank, such as, dues & assessments, fixed acquirer network fees, international/cross-border transaction fees, network access and data usage charges. Because these fees are frequently modified by the card organizations, a detailed list of these fees has been posted online at www.lighthouse.network.com/cardassociationfees where these fees are kept up to date. Pass-through fees are charged at cost to Merchant.

ARTICLE IV – SECURITY INTERESTS, RESERVE ACCOUNT, RECOUPMENT AND SET-OFF

4.1 SECURITY INTERESTS

A. Security Agreement. This Agreement is a security agreement under the Uniform Commercial Code. Merchant grants to Bank a security interest in and lien upon: (i) all funds at any time in the Designated Account, regardless of the source of such funds; (ii) all funds at any time in the Reserve Account, regardless of the source of such funds; (iii) present and future Sales Drafts; (iv) Merchant's electronic terminal, printer, imprinter and imprinter plate; (v) all accounts, regardless of source, wherever found, standing in the name of Merchant and/or Guarantor(s), including any affiliated companies of Merchant and/or Guarantor(s), whether established or designated and maintained pursuant to this Agreement or not; and (vi) any and all amounts which may be due to Merchant under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). Merchant agrees to provide other collateral or security to Bank to secure your obligations under this Agreement upon Bank's request. These security interests and liens will secure all Merchant obligations under this Agreement and any other agreements now existing or later entered into between Merchant and Bank. This security interest may be exercised by Bank without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets.

B. Perfection. Upon request of Bank, Merchant will execute one or more financing statements or other documents to evidence this security interest. Merchant will represent and warrant that no other person or entity has a security interest in the Secured Assets. Further, with respect to such security interests and liens, Bank will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. Merchant will obtain from Bank written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Merchant agrees that this is a contract of recoupment and Bank is not required to file a motion for relief from a bankruptcy action automatic stay for Bank to realize

is a collateral (including any Reserve Account). Nevertheless Merchant agrees not to contest or object to any motion for relief from the automatic stay filed by Bank. Merchant authorizes Bank to appoint Bank as Merchant's attorney-in-fact to sign Merchant's name to any financing statement used for the perfection of any security interest or lien granted hereunder.

C. Guaranty. As a primary inducement to Bank and Company to enter into this Agreement with Merchant, the undersigned Guarantor(s), whether by signing the Merchant Application or by acknowledging consent by electronic means, jointly and severally, unconditionally and irrevocably, guarantees the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Bank and Company pursuant to this Agreement, any other agreements entered into by Guarantor and/or Merchant, as they now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Bank or Company may proceed directly against Guarantor(s) without first exhausting its remedies against any other individual or entity responsible to it or any security held by Bank, Company or Merchant. This Guaranty will not be discharged or affected by the death of Merchant or the Guarantor(s), will bind all heirs, administrators, representatives and assigns of Merchant and Guarantor(s) and may be enforced by or for the benefit of any successor of Bank or Company. Guarantor(s) understand that the inducement to Bank and Company to enter into this Agreement is consideration for this Guaranty, and that this Guaranty remains in full force and effect even if Guarantor(s) receives no additional benefit from the Guaranty.

4.2 RESERVE ACCOUNT

A. Establishment. Merchant will establish and maintain a non-interest bearing deposit account ("Reserve Account") at Bank and/or Company initially or at any time in the future as requested by Bank or Company, with sums sufficient to satisfy Merchant's current and future obligations as determined by Bank or Company. Merchant authorizes Bank and Company to debit the Designated Account or any other account Merchant has at Bank, Company, or any other financial institution to establish or maintain funds in the Reserve Account. At any time Bank or Company may deposit into the Reserve Account funds it would otherwise be obligated to pay Merchant, for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this section, if Bank or Company determines such action is reasonably necessary to protect its interests.

B. Use of Reserve Account. Bank or Company may, without notice to Merchant, apply deposits in the Reserve Account against any outstanding amounts Merchant owes under this Agreement or any other agreement between Merchant and Bank or Company. Further, Bank or Company may exercise its rights under this Agreement against the Reserve Account to collect any amounts due to Bank or Company including, without limitation, rights of set-off and recoupment. Bank and Company's rights to outstanding amounts owed it by Merchant pursuant to this Agreement shall in no way be limited to the balance or existence of the Reserve Account. Rights granted to Bank and Company with respect to the Reserve Account, as well as the security interest under this Agreement, shall survive the termination of this Agreement.

C. Funds. Funds in the Reserve Account will remain in the Reserve Account until one (1) year following the latest of termination of this Agreement, Merchant's last transmission of a Sales Draft or Credit Voucher to Bank, or a Chargeback submitted by Cardholder, provided, however, that Merchant will remain liable to Bank and Company for all liabilities occurring beyond such one-year period. After the expiration of such one-year period Merchant may request, in writing, that Bank or Company (depending upon which holds a Reserve Account) release any funds remaining in the Reserve Account. Merchant agrees that Merchant will not use funds in the Reserve Account for any purpose, including but not limited to paying Chargebacks, fees, fines, or other amounts Merchant owes Bank or Company under this Agreement. Bank or Company will have sole control of the funds in the Reserve Account.

D. Assurance. In the event of a bankruptcy proceeding, Bank and Company do not consent to assumption of this Agreement. Nevertheless, in the event of a bankruptcy proceeding and the determination by the court that this Agreement is assumable under the Bankruptcy Code (11 U.S.C. § 365), as amended from time to time, Merchant must establish or maintain a Reserve Account in an amount satisfactory to Bank. Assumption will be made under terms and conditions that are acceptable to Bank and Company and comply with applicable Laws governing such assumption.

E. Recoupment and Set-Off. Bank and Company have the right of recoupment and set-off. Specifically, Bank and Company may offset or recoup any outstanding and uncollected amounts owed by Merchant from: (i) any amounts Bank would otherwise be obligated to deposit into the Designated Account; (ii) any other amounts Bank or Company may owe Merchant under this Agreement or any other agreement; and (iii) any funds in the Designated Account or Reserve Account. Merchant acknowledges that in the event of a bankruptcy proceeding, in order for Merchant to provide adequate protection under the Bankruptcy Code to Bank or Company, Merchant must create or maintain the Reserve Account as required by Bank or Company, and Bank and Company must have the right to offset against the Reserve Account any and all obligations Merchant may owe to Bank or Company, without regard to whether the obligations relate to Sales Drafts initiated or created before or after the filing of the bankruptcy petition.

F. Recoupment of Chargebacks. In the event of Merchant's default in payment of Chargebacks, Merchant and Guarantor(s) agree: (i) that all personal bank accounts standing in their names shall be subject to this Agreement and ACH debits; (ii) all ACH debits, whether made against Merchant's Account or a Guarantor's personal account, shall bear a commercial account code designation (CCD) for purposes of electronic collection via the ACH system; and (iii) Merchant and Guarantor(s) irrevocably consent to Bank and Company utilizing any means

available to locate such deposit accounts until such time when all amounts due have been satisfied. Bank and Company may enforce this security interest as applicable by: (a) making an immediate debit/charge via the ACH system (code CCD) to any deposit account standing in the name or names of Merchant or Guarantor(s), without notice or demand of any kind; and interrupting the electronic transmission of funds to any account through the ACH system; (b) freezing the Designated Account and Reserve Account, without notice or demand of any kind; (c) taking possession of any or all of Merchant's Sales Drafts; (d) taking possession of any and all of Merchant's electronic terminals, printers, imprinters, and imprinter plates; (e) placing a receiver within Merchant's place of business without notice or bond to intercept and collect all income derived from Merchant's operations until such time as any indebtedness owed to Bank or Company arising under this Agreement has been satisfied in full; (f) obtaining a writ of attachment or a writ of possession without bond pertaining to Merchant or Guarantor(s)'s personal property upon a showing of reasonable ground to believe that Merchant has committed an act of fraud or is about to misappropriate funds to which it is not entitled. Merchant shall provide any statement or notice that Bank or Company determines to be necessary to preserve and protect this security interest. The granting of this security interest by Merchant and Guarantor(s) in no way limits Merchant's liabilities to Bank and Company under this Agreement.

G. Account Monitoring. (a) Merchant acknowledges that Bank and Company will monitor Merchant's daily deposit activity. The deposit activity must remain consistent with the monthly volume and average ticket amount approved or adjusted by Bank ("Risk Parameters"). If Merchant should exceed Risk Parameters, Merchant agrees to provide all documentation Bank or Company may require. **Merchant agrees that Bank or Company may decline to deposit total Sales Draft dollar volume in excess of the approved monthly volume, and that Merchant may be subject to a 5% fee on all funds processed over the approved monthly volume. Merchant agrees that Bank or Company may, in its sole discretion, suspend Merchant's Transaction deposits for any reasonable period of time required to investigate suspicious or unusual Transaction activity. Bank and Company shall make a good faith effort to notify Merchant promptly upon discovering that deposit activity exceeds the approved monthly volume or average ticket amount. Merchant agrees to pay \$25.00 for each release of funds suspended by Bank or Company.** Bank and Company shall have no liability for any losses, direct or indirect, that Merchant may attribute to any suspension of funds disbursement. (b) **In the event of suspension of Transaction deposits by Bank or Company, Merchant agrees that a Security Processing Fee not to exceed 110% of the Transaction activity may be assessed.** (c) If a batch is suspended by Bank or Company, Merchant acknowledges that the consumer's product or service must be delivered just as if the Merchant has been paid. Further, if a batch or a Transaction is suspended, Merchant acknowledges that fees, including security fees, will be assessed by Bank or Company. (d) If Bank or Company, in its sole discretion, deems Merchant's type of business a compliance risk to Bank or Company, Bank or Company may enroll Merchant in a third-party risk monitoring service ("Monitoring Service") at Merchant's sole expense. Merchant will either be notified in advance of underwriting approval of enrollment in a Monitoring Service and related expenses, or notified no less than 30 days in advance if Merchant has an open merchant account with Bank. Merchant's refusal to enroll in a Monitoring Service when mandated by Bank or Company may result in termination of this Agreement.

ARTICLE V – TERM, TERMINATION EVENTS, AND FEES

5.1 TERM AND TERMINATION

A. Term. This Agreement will remain in effect for a period of three (3) years ("Initial Term") and will renew for successive two- (2) year terms ("Renewal Term") from the Effective Date unless terminated earlier as set forth in this Agreement.

B. Termination. This Agreement may be terminated by Bank, Company, or Merchant to be effective at the end of the Initial Term or any Renewal Term by giving written notice of an intention not to renew at least 90 calendar days before the end of the current term. All rights and obligations of the parties existing hereunder as of the effective time of termination shall survive the termination of this Agreement. Merchant may also terminate this Agreement as follows: (a) Upon Bank's or Company's default of any material obligation to Merchant hereunder and the failure of Bank or Company to cure such default within thirty (30) days after written notice of such default is received; (b) Upon written notice of non-renewal at least ninety (90) days prior to the commencement of any Renewal Term; or (c) On thirty (30) days' notice of termination accompanied by payment of the Account Closure Fee. See Section 5.2.C (Early Termination with Account Closure Fee).

C. Debit Termination. Processing under a particular Debit Network may be suspended or terminated (without terminating this entire Agreement) if: (i) the Debit Network determines to suspend or terminate processing; or (ii) automatically, upon termination or expiration of Bank's or Merchant's access to such Debit Network whether caused by termination or expiration of Bank's agreement with such Debit Network or otherwise. In addition, in the event that Bank's participation in such Debit Network is suspended for any reason, processing through such Debit Network by Merchant will be suspended for the period of time of such suspension and Bank will notify Merchant of that event. **Neither Bank nor any Debit Network will have any liability to Merchant as a result of any such suspension or termination.**

D. Terminated Merchant File. Merchant acknowledges that MATCH (formerly known as the Combined Terminated Merchant Files or "CTMF") is a file maintained by MasterCard and accessed by Card Associations and banks containing the business names and the identification of principals of merchants that have been terminated for one or more reasons specified in the Rules. Merchant acknowledges that Bank is required to report the business name of Merchant and the names and identification of its principals to MATCH when Merchant is terminated for such reasons. **Merchant consents to such reporting to the Card Associations by Bank. Further, Merchant waives and will hold**

harmless to Bank and Company from any claims Merchant may raise as a result of such reporting.

E. Designated Account. All Merchant obligations regarding accepted Sales Drafts will survive termination. Merchant must maintain in the Designated Account and the Reserve Account enough funds to cover all Chargebacks, deposit charges, refunds and fees incurred by Merchant for a reasonable time, but in any event not less than the time specified in this Agreement. Merchant authorizes Bank and Company to charge those accounts, or any other account maintained under or specified in this Agreement, for all such amounts. If the amount in the Designated Account or Reserve Account is not adequate, Merchant will pay Bank and Company the amount owed to Bank and Company upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees.

F. Reason to Terminate. Bank or Company may terminate this Agreement immediately without prior notice if (i) Bank or Company reasonably believes that fraudulent Card Transactions or other activity prohibited by this Agreement is occurring at any Merchant location; (ii) Bank or Company is required to take action to prevent loss to Bank, Company, or Card Issuers, (iii) any significant circumstances that do or could create harm or loss of goodwill to any Card Association occur; (iv) Merchant appears on any Card Association's security or termination reporting; (v) Bank's Merchant acceptance criteria or Laws relating to Merchant's business change; (vi) Merchant fails to pay any fees or charges when due; (vii) Merchant has misrepresented or omitted any material information provided to Bank; (viii) Merchant is in breach of this Agreement or the Rules; (ix) Merchant, after Bank's or Company's request, fails to send copies of Sales Drafts to Bank or Company; (x) Merchant submits for processing Sales that were not originated as a result of a direct Sale Transaction between a Cardholder and Merchant in the normal course of business ("Laundering"); (xi) a material change of Merchant's business as described in the Merchant Application ("Business") occurs; (xii) one of the Card Brands identifies Merchant, its principal(s), Guarantor(s), or associated persons or entities under any program designed to monitor merchants, or Merchant creates circumstances that cause harm or loss of goodwill to Bank or a Card Brand; (xiii) Merchant is inactive for ninety (90) days and is not a seasonal Merchant; (xiv) A Guarantor (if designated) gives notice of its intention to withdraw its Guaranty; or (xv) due to insolvency, receivership, voluntary or involuntary bankruptcy, assignment of any Merchant's assets for the benefit of Merchant's creditors, or if any part of Merchant's assets is or becomes subject to any levy, seizure, assignment, or sale for or by any creditor or governmental agency without being released within thirty (30) days thereafter.

G. Bankruptcy. If any case or proceeding is commenced by or against Merchant under any Laws dealing with insolvency, bankruptcy, receivership or other debt relief, this Agreement shall simultaneously therewith automatically terminate, and any amounts due to Bank and Company shall accelerate and become immediately due and payable, without the necessity of any notice, declaration or other act whatsoever by Bank or Company. Upon filing voluntary or involuntary bankruptcy proceedings by or against Merchant, Merchant must notify Bank in writing within five (5) days. Notification must be sent by certified mail, return receipt requested, to Bank at the address in Section 8.2.G (Notices). Credits to Merchant's Designated Account and other payments to Merchant are provisional. Bank, Company, and Merchant acknowledge this Agreement is an agreement whereby Bank is extending financial accommodations to Merchant within the meaning of 11 U.S.C. § 365(c)(2) of the Bankruptcy Code, as amended from time to time. The right of Merchant to receive any amounts due or to become due from Bank or Company is expressly subject and subordinate to the Chargeback, recoupment, setoff, lien, and security interest rights of Bank and Company under this Agreement without regard to whether such Chargebacks, recoupment, setoff, lien, or security interest rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured, or unmatured.

5.2 ACTION TAKEN UPON TERMINATION; ACCOUNT CLOSURE FEE

A. Discontinuation of Services. In the event of termination for any reason, Merchant authorizes Bank and Company to withhold and discontinue the disbursement for all Cards and other payment Transactions of Merchant in the process of being collected and deposited. Upon termination for any reason, Merchant will immediately cease requesting and will cease transmitting Sales Drafts to Bank. In the event Merchant obtains any Authorization after termination, Merchant acknowledges and agrees that the fact that any Authorization was requested or obtained shall not operate to reinstate this Agreement.

B. Maintaining Reserves. Collected funds will be placed in a Reserve Account until Merchant pays any equipment and processing cancellation fees and any outstanding charges, losses, or amounts for which Merchant is liable under this Agreement (including other Merchant Processing Agreements entered into by Merchant with Bank or Company). Further, Bank and Company reserve the right to require Merchant to deposit additional amounts based upon Merchant's processing history or anticipated risk of loss to Bank or Company into the Reserve Account. The Reserve Account shall be maintained for a minimum of one year after the termination date and for a reasonable time thereafter during which Cardholder disputes may remain valid under the Rules. The provisions of this Agreement relating to the debiting and crediting of the Account shall be applied to the Reserve Account and shall survive termination of this Agreement until Bank or Company terminates the Reserve Account. Any remaining balance after Chargeback rights have expired and all other expenses, losses, and damages have been paid will be disbursed to Merchant upon written request.

C. Early Termination with Account Closure Fee. (i) If Merchant terminates this Agreement before the end of the Initial Term or any Renewal Term, Merchant will immediately pay Company, as deconversion costs, an

Account Closure Fee equal to \$60 multiplied by the remaining months of the term of this Agreement or \$600 whichever is greater. Merchant agrees that the Account Closure Fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Other remedies Bank and Company may have under this Agreement still apply. The Early Termination Fee will be debited within three (3) business days of termination of the Agreement.

D. EQUIPMENT FEE UPON EARLY TERMINATION. If Merchant was provided a payment processing terminal by Company, one of its Affiliates, or sales partners in order to process transactions under this Merchant Processing Agreement or the Gateway Services Agreement and Merchant terminates this Merchant Processing Agreement under Section 5.1(B) before the end of the Initial Term, Merchant agrees to pay an Equipment Fee per each payment processing terminal (measured by terminal identification number) provided in the amount of: (i) Three Hundred (\$300) Dollars if the Merchant Processing Agreement is terminated prior to the completion of the first anniversary of the Initial Term, (ii) Two Hundred Fifty (\$250) Dollars if the Merchant Processing Agreement is terminated after the first anniversary but prior to the second anniversary of the Initial Term, or (iii) Two Hundred (\$200) Dollars if the Merchant Processing Agreement is terminated after the second anniversary but prior to the completion of the Initial Term. Unless Merchant has been provided a payment-processing terminal subsequent to the Initial Term the Merchant shall not owe any Equipment Fee as set forth in this section subsequent to the Initial Term. This Equipment Fee is in addition to any fees related to point-of-sale equipment provided under a POS System Service Agreement or FE Program which is subject to its applicable terms.

E. Records. Following termination, Merchant shall retain and, upon request, provide Bank or Company with all original and microfilm copies of Sales Drafts and Credit Vouchers as of the date of termination.

F. Return to Bank and Company. All promotional materials, advertising displays, signage, emblems, Sales Draft forms, credit memoranda, and other forms supplied to Merchant or Company and not purchased by Merchant or consumed in use will remain the property of Bank or Company and will be immediately returned to Bank or Company upon termination of this Agreement. Merchant is fully liable for all loss, cost, and expense suffered or incurred by Bank or Company arising out of the failure to return or destroy such materials following termination.

ARTICLE VI – INDEMNIFICATION, LIMITATION OF LIABILITY, NO WARRANTIES

6.1 LIMITATION OF LIABILITY

A. Limitation of Liability. Any liability of Bank or Company under this Agreement, whether to Merchant or to any other person or entity, whatever the basis of liability, shall not exceed in the aggregate the difference between: (i) the amount of fees paid by Merchant to Bank or Company, as applicable, during the first month in which the event out of which the liability arose occurred; and (ii) assessments, Chargebacks, and any offsets authorized under this Agreement against such fees which arose during such month. In the event more than one month was involved, the aggregate amount of Bank's and Company's liability shall not exceed the lowest amount determined in accordance with the foregoing calculation for any one month involved. In no event will Bank, Company, or their respective officers, agents, directors, affiliates, predecessors, successors, or employees, be liable for any indirect, special, or consequential damages including lost profits, revenues, or business opportunities. IN NO EVENT SHALL BANK, COMPANY, OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR ANY INTERRUPTION OR LOSS OF USE, DATA, VIRUSES OR OTHER MALWARE, BUSINESS OR PROFITS, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE BANK, COMPANY, AND MERCHANT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MERCHANT ACKNOWLEDGES AND AGREES THAT PAYMENT OF ANY ACCOUNT CLOSURE FEE AS PROVIDED IN SECTION 5.2.C SHALL NOT BE PROHIBITED BY THIS SECTION.

B. Indemnification. Merchant shall hold harmless and indemnify the Card Associations, Bank, Company, affiliates, officers, directors, agents, representatives and their employees harmless from: (i) any claim relating to a dispute between Merchant and a Cardholder; (ii) all claims by third parties arising out of this Agreement; (iii) any Sales Draft paid for by Bank or Company as may be made by anyone by way of defense, dispute, off-set, counterclaim or affirmative action, or for any damages of, or losses that Bank or Company may incur as a result of Merchant's breach of this Agreement; (iv) any act or omission by Merchant which violates any Laws, the Rules, or the rights of another person or otherwise injures any third party; and (v) for all attorneys' fees and other costs and expenses paid or incurred by Bank or Company in the enforcement of this Agreement, including but not limited to those resulting from any breach by Merchant of this Agreement and those related to any bankruptcy proceeding. Merchant shall be solely responsible for losses and Chargebacks incurred as a result of, or arising out of, any fraud including Laundering, negligence, or willful misconduct on the part of Merchant, or Merchant's employee(s) or agent(s). Merchant is responsible for any electronic virus or other malware that may be encountered and is responsible for routinely scanning its computers and storage media using a reliable antivirus product to detect and remove any viruses or other malware found.

C. Service Agreement. THIS AGREEMENT IS A SERVICE AGREEMENT. BANK AND COMPANY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER INDIVIDUAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE OF ANY

SERVICES OR ANY GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SERVICES OR ANY GOODS PROVIDED BY A THIRD PARTY.

THE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED BY BANK, COMPANY, THE CARD BRANDS, AND THE CARD BRANDS' CONTRACTORS, INCLUDING BUT NOT LIMITED TO, THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. BANK AND COMPANY ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT. THIS AGREEMENT IS A SERVICE AGREEMENT AND THE PROVISIONS OF ARTICLE TWO THE UNIFORM COMMERCIAL CODE SHALL NOT APPLY. For avoidance of doubt, Merchant may enter into a point of sale system service agreement with Company. Bank is not a party to such point of sale system service agreements, and they are not governed by this Agreement.

6.2 LEGAL ACTION MUST BE BROUGHT WITHIN ONE YEAR. All legal action (including arbitration) between Merchant and Bank or Company must be commenced within one (1) year of the date the error or incident giving rise to such action occurred. OTHERWISE SUCH ACTION IS PERMANENTLY BARRED.

6.3 REPRESENTATIONS AND WARRANTIES

A. Performance. Bank and Company will perform all Services in accordance with this Agreement. Bank and Company make no other warranty, express or implied, regarding the services, and nothing contained in the Agreement will constitute such a warranty.

Merchant understands that Bank and Company merely provide processing services for Sales or Services and neither is a partner in Merchant's business operations nor a guarantor of Merchant's receipt of the proceeds of Sales or Services. Bank and Company do not guarantee that Sales or Services will not be subject to Chargebacks.

B. Terminals not Provided by Bank or Company. Merchant will notify Bank and Company immediately if Merchant decides to use electronic authorization or data capture terminals or software provided by any entity other than Bank, Company, or their authorized designees ("Third-Party Terminals") to process Transactions. If Merchant elects to use Third-Party Terminal(s), Merchant agrees: (i) the third party providing the terminals or software will be Merchant's agent in the delivery of Transactions to Bank via a data processing system or network; and (ii) to assume full responsibility and liability for any failure of that third party to comply with the Rules, or this Agreement, including but not limited to Section 3.4 (Safeguarding Payment Card Information). Neither Bank nor Company will be responsible for any losses or additional fees Merchant incurs as a result of any error by a third party or a malfunction in a third party's software or terminal.

C. Warranties of Merchant. Merchant represents and warrants to Bank and Company at the time of execution and during the term of this Agreement the following: (a) All information contained in the Merchant Application or any other documents delivered to Bank or Company is true and complete and properly reflects Merchant's business, financial condition, and principal partners, owners, or officers. (b) Merchant is a Corporation, Limited Liability Company, Partnership, Sole Proprietorship, or other legitimate and legally organized organization validly existing and organized in the United States. (c) Merchant and individuals signing the Merchant Application (and thus this Agreement) have the power and authority to execute, deliver, and perform this Agreement, and this Agreement is duly authorized, and will not violate any Laws, or conflict with any other agreement to which Merchant is subject. (c) Individuals signing this agreement ("Signers") are duly authorized by the legal entity represented by Signers in the Merchant Application to bind Merchant into this Agreement on behalf of Merchant. (d) Merchant has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so. (e) Merchant is not engaged or affiliated with any businesses, products, or methods of selling other than those set forth on the Merchant Application, unless Merchant obtains the prior written consent of Bank. (f) There is no action, suit, or proceeding at law or in equity now pending or, to Merchant's knowledge, threatened by or against or affecting Merchant which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations. (g) Merchant has performed or will perform all of its obligations to the Cardholder in connection with the Card Transaction evidenced thereby. (h) Merchant has complied with Bank and Company procedures for accepting Cards, and the Card Transaction itself shall not involve any element of credit for any other purposes other than as set forth in this Agreement and shall not be subject to any defense, dispute, offset, or counterclaim which may be raised by any Cardholder under the Rules, the Consumer Credit Protection Act (15 U.S.C. § 1601) or other relevant Laws. (i) Merchant warrants that any Credit Voucher it issues represents a bona fide refund or adjustment on a Card Sale by Merchant with respect to which a Sales Draft has been accepted. (j) Unless Merchant notifies Bank and Company in writing, either on the Merchant Application or otherwise, no other processing relationship exists between Merchant and any other Bankcard processing institution, for this business, or any other business managed or owned by Merchant. (k) All Transactions are bona fide. No Transaction involves the use of a Card for any purpose other than the purchase of goods or services from Merchant. (l) Merchant and Guarantor(s) acknowledge that all documents submitted in conjunction with this Agreement are being submitted in order to induce a federally insured financial institution to extend them credit, and that submission of any false information may subject them to criminal prosecution, fine, and imprisonment. (m) Merchant has supplied its true and correct taxpayer identification number on the Merchant Application. (n) Merchant, and its principals or sales agents, have not been terminated from depositing Sales with any member of the Card Brands,

have never been placed on the MasterCard Match system, or on the Combined Terminated Merchant File except as disclosed in writing to Bank. (o) Merchant: (1) has the right to assign such Sales to Bank and does by this reference assign all its rights, title, and interest to payment for such Sales to Bank and Company so that Bank may process Sales under this Agreement; (ii) it has no knowledge of any fact that would impair the collectability of the Sales; and (iii) each Sale represents a valid obligation of the Cardholder: (a) in the amount indicated; (b) for merchandise sold and delivered or services rendered to the Cardholder by the Merchant; and (c) it does not involve any element of credit for any other purpose. (p) For accounts opened after May 11, 2018 Merchant has accurately provided (and shall update Bank and Company of any changes) the name, address, date of birth and Social Security Number (SSN) for all individuals (i.e. the beneficial owners) in Sections (3A) and (3B) or the Beneficial Ownership Addendum of the Merchant Application: (1) each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and (2) an individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

D. Authorization of Agreement. Merchant represents and warrants that the individual signing the Merchant Application (and thus this Agreement), physically or by acknowledging consent by electronic means, is duly authorized to bind Merchant to all provisions of this Agreement and that such individual is duly authorized to execute any contract document on behalf of Merchant. Merchant will execute a separate Entity Certification if requested to do so by Bank or Company.

E. Signature. Merchant, by its signature, upon its first transmission of Transactions, or first payment of fees, acknowledges receipt, acceptance and comprehension of this Agreement. If Merchant has not signed the Merchant Application (and thus this Agreement) physically or by electronic means, Merchant agrees that Merchant's first transmission of a Transaction or first payment of fees to Bank or Company constitutes Merchant's acceptance of this Agreement.

F. Attorneys' Fees. Merchant will be liable for and will indemnify and reimburse Bank and Company for all attorneys' fees and other costs and expenses paid or incurred by Bank, Company, or their agents in the enforcement of this Agreement, or in collecting any amounts due from Merchant or resulting from any breach by Merchant of this Agreement.

ARTICLE VII – BINDING ARBITRATION AND CLASS ACTION WAIVER

7.1 PARTIES BOUND

The term "Merchant" in this Article VII (Binding Arbitration and Class Action Waiver) includes Merchant, its owners, partners, officers, directors, shareholders, principals, and Guarantor(s), including without limitation those listed in the Merchant Application. Article VII binds all of them, Bank, Company, and Company's Independent Sales Representatives (sometimes called "ISOs").

7.2 LAWSUIT AND CLASS ACTION WAIVER

Merchant, Bank, and Company waive their rights to sue before a judge or jury and to participate in a class action, class-wide arbitration, private attorney general action, or any other proceeding in which a party acts in a representative capacity. Instead, any claim or dispute will be resolved on an individual basis by a neutral arbitrator whose decision (called an "award") will be final except for a limited right of review under the Federal Arbitration Act. The arbitrator may not consolidate proceedings or join them together without the consent of all parties to all proceedings.

7.3 ALL CLAIMS AND DISPUTES COVERED

Merchant, Bank, and Company agree to resolve all claims and disputes of every kind between them or their respective owners, partners, shareholders, affiliates (including parents, subsidiaries, and other related entities), predecessors, successors, assigns, or Independent Sales Representatives only through binding individual arbitration before the American Arbitration Association ("AAA"). This arbitration agreement is to be broadly interpreted. It includes:

- (A) all claims or disputes arising out of or relating to any aspect of the relationship between Bank or Company (including its Independent Sales Representatives) and Merchant including, without limitation, this Agreement, the Services provided, any Bank or Company product or service, and any discount, fee, charge, assessment, or payment, whether based in contract, tort, statute, regulation, fraud, misrepresentation, omission, or any other theory;
- (B) all claims or disputes that arose before this Agreement became effective (including claims or disputes relating to advertising);
- (C) all claims or disputes that are the subject of purported class action litigation on the date this Agreement's Effective Date but Merchant is not a member of a certified class on that date; and
- (D) all claims or disputes that arise after the termination of this Agreement but relate to one of the matters this Agreement covers.

7.4 NOTICE OF DISPUTE

Before seeking arbitration, Merchant, Bank, or Company must first send to the other(s), by certified mail return receipt requested or a courier service that requires a signature upon delivery, a written Notice of Dispute ("Notice"). A Notice to Merchant must be addressed to its address in Company's records. A Notice to Bank must be addressed to: Westamerica Bank Legal Department, 3750 Westwind Blvd, Suite 210, Santa Rosa, CA 95403. A Notice to Company must be addressed to: Company Legal Department, 2202 N. Irving Street, Allentown, PA 18109. The Notice must: (A) describe the nature and basis of the claim or dispute; and (B) set forth the specific relief sought. If Merchant and Bank or Company do not reach an agreement to resolve the claim or dispute within 30 days after the Notice is received, Merchant, Bank, or Company may commence an arbitration.

7.5 SMALL CLAIMS COURT OPTION

Merchant, Bank, or Company may bring an individual suit in a small claims court instead of sending a Notice or arbitrating, if the case meets the court's requirements. Merchant may sue in the small claims court in the county of its principal place of business, or Sonoma County, California (if against Bank), or Lehigh County, Pennsylvania (if against Company); Bank or Company may sue in the small claims court in Merchant's principal place of business.

7.6 ARBITRATION PROCEDURE

A. Rules. The AAA's Commercial Arbitration Rules, as modified by this Agreement, apply. To commence an arbitration, submit a Demand for Arbitration with the required fee to the AAA and send a copy to Bank or Company at its address in Section 7.4. For information, visit adr.org or call 1-800-778-7879. For disputes involving \$25,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing. Any in-person hearing will be held in the county of Merchant's principal place of business.

B. Arbitrator's Authority. The arbitrator exclusively decides all issues, and has the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or the arbitrability of any claim or counterclaim, and has the power to determine the existence or validity of a contract of which an arbitration clause forms a part, except that a court has exclusive authority to enforce the prohibition on class-wide or representative arbitration.

C. Fees. For disputes involving \$75,000 or less, Bank or Company will pay all AAA and arbitrator's fees and will promptly refund Merchant's filing fee, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. For disputes involving more than \$75,000, AAA rules govern fees. Notwithstanding anything in this Agreement, Bank or Company will not seek their attorney's fees or expenses from Merchant in any arbitration.

D. Relief. The arbitrator may award the same relief as a court could but may award declaratory or injunctive relief only to the individual party and only to the extent necessary to provide relief for that party's individual claim. Any court with jurisdiction may enforce the arbitrator's award.

7.7 SEVERABILITY

If any part of this Article VII (Binding Arbitration and Class Action Waiver) is found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, Article VII will be unenforceable in its entirety.

7.8 REJECTING FUTURE ARBITRATION CHANGES

Merchant may reject any change Bank or Company makes to Article VII (except address changes) by sending Bank or Company (whichever made the change) notice within 30 days of the change by U.S. Mail to the address in Section 7.4. If Merchant does, the most recent version of Article VII before the change it rejected will apply.

7.9 ISOs AS THIRD-PARTY BENEFICIARIES

Company's Independent Sales Representatives are third-party beneficiaries of this Article VII. They agree to do everything it requires Company to do.

ARTICLE VIII – MISCELLANEOUS**8.1 USE OF TRADEMARKS AND CONFIDENTIALITY**

A. Card Signage. Merchants will prominently display Card signage provided by Bank in its place(s) of business and the type of signage displayed will be in accordance with the Card Brands accepted by Merchant and if Merchant participates in full or limited acceptance.

B. Use of Trademarks. (a) Use of trade name, trademark, service mark or logotype ("Marks") associated with any of the Card Associations and their brands shall be limited to informing the public that Card(s) will be accepted at Merchant's place(s) of business. Merchant's use of promotional materials and Marks is subject to the direction of Bank and must fully comply with the Rules. (b) Merchant may use promotional materials and Marks during the term of this Agreement and shall immediately cease their use and return any inventory to Bank upon termination thereof. (c) Merchant shall not use any promotional materials or Marks associated with the Card Associations and Debit Networks in any way that implies that the Card Associations or Debit Networks endorse any goods or services other than their own.

C. Confidentiality. Merchant acknowledges that Bank through the expenditure of a significant amount of time, effort, cost, and research, developed and secured the right to use various computer programs, forms, logos, manuals, and related materials, including without limitation the Operating Rules, which constitute property of great value and trade secrets, and that disclosure to others of such materials may result in loss and irreparable damage. Merchant further acknowledges that the system in its entirety constitutes a trade secret which is revealed to Merchant in confidence. Accordingly, Merchant agrees to hold and use any and all such property or information regarding the system in confidence, and not to disclose, reveal, copy, sell, transfer, sub-license, assign, or distribute any part of it, in any form, to any individual, firm, corporation, or other entity, or permit any of its employees, agents, or representatives to do so, except as permitted by the Rules, or otherwise expressly permitted in writing by Bank. Merchant further agrees that upon termination of this Agreement for any reason, it will immediately return all such property to Bank.

D. Communication. Merchant authorizes Bank, Company, and their affiliates to communicate with, solicit, or market to Merchant via regular mail, telephone, e-mail, and facsimile in connection with the provision of goods or services by Bank and Company, their affiliates, or any third party that Company shares, transfers, exchanges, discloses or provides information with or to

pursuant to this Agreement and will hold Company, Bank, their affiliates and their third parties harmless against any and all claims pursuant to the federal CAN-SPAM ACT of 2003, 15 U.S.C. § 7701, the Telephone Consumer Protection Act, 47 U.S.C. § 227, and any and all other Laws relating to transmissions or solicitations by any of the methods described above.

E. Monitoring. Merchant understands and agrees that any telephone conversation between Merchant, Company, or Bank may be monitored and recorded.

F. Non-Disparagement. Subject to applicable Laws, each of the parties covenants and agrees that during the term (or any renewal term) of this Agreement, neither Merchant nor any of its agents, subsidiaries, affiliates, successors, assigns, officers, principals, key employees, or directors, will in any way publicly disparage, call into disrepute, defame, slander, or otherwise criticize Company or Bank or their subsidiaries, affiliates, predecessors, successors, assigns, directors, or officers (including any officer who no longer serves in such capacity following this Agreement's Effective Date).

8.2 GENERAL PROVISIONS

A. Entire Agreement. This Agreement, including the Merchant Application, the Rules, and any exhibits to this Agreement, expresses the entire understanding of the parties with respect to its subject matter and except as provided herein, all prior or other agreements or representations, written or oral, are superseded. Reference to "this Agreement" also includes all documents incorporated into this Agreement by reference. If the Merchant Application (and thus this Agreement) or any amendments are physically signed, this Agreement may be executed and delivered in several counterparts and transmitted by facsimile, a copy of which will constitute an original and all of which taken together will constitute a single agreement.

B. Governing Law and Place to Resolve Disputes. This Agreement and all claims or disputes arising out of or relating to any aspect of the relationship between Bank or Company (including its Independent Sales Representatives) and Merchant (including without limitation (A) this Agreement, the Services provided, any Bank or Company product or service, and any discount, fee, charge, assessment, or payment, whether based in contract, tort, statute, regulation, fraud, misrepresentation, omission, or any other theory; (B) that arose before this Agreement became effective (including claims or disputes relating to advertising); or (C) that arise after the termination of this Agreement but relate to one of the matters this Agreement covers), will be governed by the laws of the state of Merchant's principal place of business, without regard to its conflict-of-laws principles, and applicable federal law, if brought against Company, except that the Federal Arbitration Act governs everything relating to arbitration. If a claim is brought solely against Bank, it will be governed by the laws of the State of California, without regard to its conflict-of-laws principles, except that the Federal Arbitration Act governs everything relating to arbitration. **Bank, Company, Merchant, and Guarantor(s) consent to the exclusive jurisdiction and venue for any action relating to a claim or dispute that is brought in court (except small claims court or arbitration—see Article VII) in Sonoma County Superior Court, California or the United States District Court for the Northern District of California, if against Bank; or Lehigh County Common Pleas Court, Pennsylvania, or the United States District Court for the Eastern District of Pennsylvania, if against Company or its Independent Sales Representatives (or against both Bank and Company).**

C. Exclusivity. During the Initial and any Renewal Term of this Agreement, Merchant shall not enter into an agreement with any other entity that provides Card processing services similar to those provided by Bank as contemplated by this Agreement without Bank's written consent.

D. Construction. The typographical headings used in this Agreement are inserted for reading convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Any alteration or strikeover in the text of this pre-printed Agreement will have no binding effect, and will not be deemed to amend this Agreement.

E. Assignability. This Agreement may not be assigned by Merchant directly or by operation of law without the prior written consent of Bank or Company. If Merchant nevertheless assigns this Agreement without consent, Merchant shall remain liable and the Agreement also shall be binding upon the assignee. Original Merchant and Guarantor(s) shall be held personally liable in the event such assignee incurs Chargebacks, retrievals, ACH rejects, losses, fines, or any other liabilities under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, personal representatives, successors, and assigns. Bank or Company may assign this Agreement without Merchant's consent.

F. Notices; Consent to Electronic Communications. By signing the Merchant Application, Merchant is confirming to Bank and Company that it has the means to access the Internet through its own service provider and download or print electronic communications. Merchant agrees to the receipt of electronic communications by email or by the posting of such information by Bank or Company at one or more of their sponsored websites, such as www.redwoodmerchantservice.com or www.shift4.com. Such communications may pertain to the Services delivered by Bank or Company, the use of information Merchant may submit to Bank or Company, changes in Laws or Rules impacting the Services or other reasons, including amendment of this Agreement. In addition, all notices and other communications required or permitted under this Agreement by Bank or Company to Merchant may also be delivered by Bank or Company to Merchant by fax, overnight carrier, or first class mail, postage prepaid, addressed as set forth below. All notices and other communications required or permitted under this Agreement by Merchant to Bank or Company (except Notices of Dispute and Demands for Arbitration—see Section 7.4) shall be delivered by Merchant to Bank or Company by overnight carrier or certified mail, return receipt requested, postage prepaid, addressed as set forth below. Notice by fax

the e-mail shall be deemed delivered when transmitted. Notice by mail or overnight carrier shall be deemed delivered on the third business day after mailing or the first business day after delivery to the overnight carrier. Following are the addresses for the purposes of notices and other communications hereunder (except Notices of Dispute and Demands for Arbitration—see Section 7.4), which may be changed by written notice in accordance with this section: (a) If to Bank, addressed and transmitted as follows: (a) If to Bank, **Westamerica Bank, 3750 Westwind Blvd., Suite 210, Santa Rosa, CA 95403, Fax: (707) 578-7055**; (b) If to Company, **Company Legal Department, 2202 N. Irving Street, Allentown, PA 18109, Fax: (973) 630-9029** (c) If to Merchant, at the address provided as the billing address, or the fax number or e-mail address, and to the contact listed on the Merchant Application.

G. Force Majeure. Any delay in or failure of performance by Bank or Company under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond their reasonable control, including, but not limited to, acts of God, power outages, failures of the Internet, failures of banking, ACH, or payment networks not under direct control of Bank or Company.

H. Amendments. Bank or Company may amend this Agreement, including by adding new terms or fees or increasing fees—see Section 3.5—upon thirty (30) days' notice to Merchant. Amendments due to changes in Card Associations' fees, interchange, assessments, Rules, or any Laws or judicial decision may become effective on such shorter period of time as Bank or Company may reasonably specify if necessary to comply with the applicable Rule, Laws, or decision. See Section 7.8 for how to reject future arbitration changes. It prevails over this section.

I. Severability and Waiver. If any provision of this Agreement is found to be illegal or unenforceable, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal or unenforceable provision is not contained in this Agreement. Neither the failure nor delay by Bank or Company to exercise, or partially exercise, any right under this Agreement will operate as a waiver or estoppel of such right, nor shall it amend this Agreement. All waivers must be in writing and signed by the waiving party. See Section 7.7 for what happens if Article VII (Binding Arbitration and Class Action Waiver) is found to be illegal or unenforceable. Section 7.7 prevails over this section.

J. Remedies Cumulative. All rights and remedies conferred upon Bank or Company in this Agreement, at law or in equity, are not intended to be exclusive of one another. Rather, each and every right of Bank or Company under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

K. Relationship of Parties. The parties are independent contractors and nothing in this Agreement shall make them joint venturers, partners, employees, agents, or other representatives of another party.

L. Employee Actions. Merchant is responsible for its employee's actions while in its employ.

M. Survival. All sections of this Agreement that by their nature should survive termination or expiration will survive, including, without limitation, accrued rights to payment, indemnification obligations, confidentiality obligations, warranty disclaimers, limitations of liability, arbitration, and dispute resolution, and other matters in Sections 2.4.C, 2.7, 3.1, 3.2, 3.4, 3.5, and Articles IV, V, VI, VII, and VIII.

N. Further Assurances. At any time or from time to time, upon the request of Bank or Company, Merchant will execute and deliver further documents as Bank or Company may reasonably request in order to effectuate fully the purposes of this Agreement.

O. IRS Withholding Regulations. Pursuant to Section 6050W of the Internal Revenue Code, merchant acquiring entities and third party settlement organizations are required to file an information return for each calendar year reporting all payment Card Transactions and third party network Transactions with payees occurring in that calendar year. Accordingly, Merchant will receive a Form 1099-K reporting its gross Transaction amounts for each calendar year. The Merchant's gross Transaction amount refers to the gross dollar amount of the Card Transactions processed through its merchant account with Bank. In addition, amounts reportable under Section 6050W are subject to backup withholding requirements. Payors will be required to perform backup withholding by deducting and withholding income tax from reportable Transactions if (a) the payee fails to provide the payee's taxpayer identification number (TIN) to the payor, or (b) if the IRS notifies the payor that the TIN (when matched with the name) provided by the payee is incorrect. Accordingly, to avoid backup withholding, it is very important that Merchant provide Bank and Company with the correct name and TIN that it uses when filing its tax return that reflects the Transactions under this Agreement. **MERCHANT AGREES THAT COMPANY AND BANK WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM MERCHANT PROVIDING INCORRECT TIN INFORMATION.**

AMERICAN EXPRESS CARD ACCEPTANCE

TERMS BELOW ARE ADDITIONALLY APPLICABLE TO ONLY THOSE MERCHANTS WITH. BANK IS NOT A PARTY TO THESE AMERICAN EXPRESS TERMS AND CONDITIONS

A9.01 Merchant shall be bound by the American Express Merchant Operating Guide: www.americanexpress.com/merchantopguide.

A9.02 With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control.

A9.03 General Terms. Merchant authorizes ISO and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.

A9.04 Marketing Message Opt-Out. Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.

A9.05 Conversion to American Express Direct Merchant. Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.

A9.06 American Express as Third-Party Beneficiary. Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.

A9.07 American Express Opt-Out. Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Card Brands.

A9.08 Refund Policies. Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Brand, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.

A9.09 Establishment Closing. If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.

American Express OPTBLUE Program Agreement

[Important Note: Bank is not a party to the American Express OptBlue Program Agreement and has no responsibility under it. Merchant acknowledges and agrees that Bank and their affiliates have no obligation or liability whatsoever for: (1) American Express transactions whether under the American Express OptBlue Program Agreement, the Merchant Transaction Processing Agreement or otherwise; or (2) any actions or omissions of Company or American Express. Merchant agrees that any claims or disputes arising out of the foregoing will be resolved without involving Bank and that Bank is entitled to rely on Merchant's agreements in this paragraph.]

THIS Agreement ("AMERICAN EXPRESS OPTBLUE PROGRAM AGREEMENT"), by and between ISO and MERCHANT, shall become effective on the date executed or approved by a duly authorized representative of Company.

Company and Merchant shall be collectively known hereafter as the "Parties."

WHEREAS, TSYS Acquiring Solutions, LLC ("TAS"), Company, and Merchant are PARTIES to a Merchant Transaction Processing Agreement (together with its addenda, attachments, and schedules shall be hereinafter known as the "AGREEMENT"); and

WHEREAS, TSYS Acquiring Solutions, LLC has a relationship with American Express Travel Related Services Company, Inc. ("AMERICAN EXPRESS"); and

WHEREAS, the PARTIES desire to enter into this AMERICAN EXPRESS OPTBLUE PROGRAM AGREEMENT under which ISO will provide payment processing services as to AMERICAN EXPRESS transactions.

NOW THEREFORE, in consideration of the mutual promises made herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the PARTIES do hereby agree as follows:

Terms set forth herein, which are typed in all capitalized letters and not defined herein, shall have the same meaning as set out in the AGREEMENT.

The terms of the AGREEMENT, including the Merchant Application, are hereby incorporated by reference into this AMERICAN EXPRESS OPTBLUE PROGRAM AGREEMENT, except that no references to BANK under the AGREEMENT shall apply herein.

MERCHANT agrees to pay Company the FEES related to AMERICAN EXPRESS as set out on the Merchant Application.

The following terms and conditions apply to Merchant's participation in the AMERICAN EXPRESS OptBlueSM Program ("AMERICAN EXPRESS CARD ACCEPTANCE"):

Merchant's participation in AMERICAN EXPRESS CARD ACCEPTANCE is subject to the approval of AMERICAN EXPRESS. Merchant authorizes Company and/or its affiliates to submit AMERICAN EXPRESS SALES To, and receive settlement on such SALES from, AMERICAN EXPRESS on behalf of Merchant.

Merchant agrees that Company may disclose to AMERICAN EXPRESS information regarding Merchant and Merchant's SALES to AMERICAN EXPRESS, and that AMERICAN EXPRESS may use such information to perform its responsibilities in connection with AMERICAN EXPRESS CARD ACCEPTANCE, promote AMERICAN EXPRESS, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of AMERICAN EXPRESS CARD ACCEPTANCE, and important transactional or relationship communications from AMERICAN EXPRESS.

AMERICAN EXPRESS may use the information about Merchant obtained in the AGREEMENT at the time of setup to screen and/or monitor Merchant in connection with AMERICAN EXPRESS marketing and administrative purposes. Merchant agrees it may receive messages from AMERICAN EXPRESS, including important information about AMERICAN EXPRESS products, services, and resources available to its business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers of Merchant. Merchant may be contacted at its wireless telephone number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. Merchant agrees that it may be sent fax communications.

Merchant may opt-out of receiving future commercial marketing communications from AMERICAN EXPRESS by contacting ISO. Note that Merchant may continue to receive marketing communications while AMERICAN EXPRESS updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from AMERICAN EXPRESS.

Merchant acknowledges that it may be converted from AMERICAN EXPRESS CARD ACCEPTANCE to a direct relationship with AMERICAN EXPRESS if and when its SALES volumes exceed the eligibility thresholds for AMERICAN EXPRESS CARD ACCEPTANCE. If this occurs, upon such conversion, (i) Merchant will be bound by AMERICAN EXPRESS' then-current Card Acceptance Agreement; and (ii) AMERICAN EXPRESS will set pricing and other fees payable by Merchant.

Merchant shall not assign to any third party any payments due to it under AMERICAN EXPRESS CARD ACCEPTANCE, and all indebtedness arising from SALES will be for bona fide sales of goods and services (or both) at its business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future SALES receivables to Company, its affiliated entities and/or any other cash advance funding source that partners with Company or its affiliated entities, without consent of AMERICAN EXPRESS. Notwithstanding the foregoing, Company prohibits Merchant from selling or assigning future SALES receivables to any third party.

Notwithstanding anything in the AGREEMENT to the contrary, AMERICAN EXPRESS shall have third-party beneficiary rights, but not obligations, to the terms of the AGREEMENT applicable to AMERICAN EXPRESS CARD ACCEPTANCE to enforce such terms against Merchant.

Merchant may opt out of accepting AMERICAN EXPRESS at any time without directly or indirectly affecting its rights to accept other CARD BRANDS.

Company shall have the right to terminate Merchant's participation in AMERICAN EXPRESS CARD ACCEPTANCE immediately upon written notice to Merchant (i) if Merchant breaches any of the provisions of this AMERICAN EXPRESS OPTBLUE PROGRAM AGREEMENT or any other terms of the AGREEMENT applicable to AMERICAN EXPRESS CARD ACCEPTANCE, or (ii) for cause or fraudulent or other activity, or upon AMERICAN EXPRESS' request. In the event Merchant's participation in AMERICAN EXPRESS CARD ACCEPTANCE is terminated for any reason, Merchant must immediately remove all AMERICAN EXPRESS branding and marks from Merchant's website and wherever else they are displayed.

Merchant refund policies for AMERICAN EXPRESS SALES must be at least as favorable as its refund policy for purchase on any other CARD BRAND, and the refund policy must be disclosed to cardholders at the time of purchase and in compliance with LAWS. Merchant may not bill or attempt to collect from any cardholder for any AMERICAN EXPRESS SALE unless a CHARGEBACK has been exercised, Merchant has fully paid for such CHARGEBACK, and it otherwise has the right to do so.

Merchant must accept AMERICAN EXPRESS as payment for goods and services (other than those goods and services prohibited by this AMERICAN EXPRESS OPTBLUE PROGRAM AGREEMENT, the AGREEMENT, or the RULES) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under the AGREEMENT.

In the event that Merchant or Company is not able to resolve a Claim against AMERICAN EXPRESS, or a Claim against Company or any other entity that AMERICAN EXPRESS has a right to join in resolving a Claim, this section explains how Claims can be resolved through arbitration. Merchant or AMERICAN EXPRESS may elect to resolve any Claim by individual, binding arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither Merchant nor ISO nor AMERICAN EXPRESS will have the right to litigate that Claim in court or have a jury trial on that Claim. Further, Merchant, Company, and AMERICAN EXPRESS will not have the right to participate in a representative capacity or as a member of any class pertaining or be a named party to a class-action with respect to any Claim for which any party elects arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights Merchant, Company, or AMERICAN EXPRESS would have in court may also not be available in arbitration.

i. Initiation of Arbitration. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration Agreement and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with the AGREEMENT. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). Any arbitration hearing that Merchant attends shall take place in New York, New York unless all parties agree to an alternate venue.

ii. Limitations on Arbitration. If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. There will be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other merchants or other persons or entities similarly situated. The arbitrator's authority is limited to Claims between Merchant, Company, and AMERICAN EXPRESS. Claims may not be joined or consolidated unless all parties to this agreement agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case brought by Merchant, Company or AMERICAN EXPRESS and cannot be used in any other case except to enforce the award as between Merchant, Company and AMERICAN EXPRESS. This prohibition is intended to, and does, preclude Merchant from participating in any action by any trade association or other organization against AMERICAN EXPRESS. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

iii. Previously Filed Claims/No Waiver. Merchant, Company, or AMERICAN EXPRESS may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Merchant, Company, or AMERICAN EXPRESS may choose to delay enforcing or to not exercise rights under this arbitration provision, including the right to elect to arbitrate a Claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the American Express Merchant Regulations, or any similar provisions of any prior American Express Card acceptance agreement, that was filed against AMERICAN EXPRESS prior to the effective date of the AGREEMENT.

iv. Arbitrator's Authority. The arbitrator shall have the power and authority to award any relief that would have been available in court, including equitable relief (e.g., injunction, specific performance) and cumulative with all other remedies, shall grant specific performance whenever possible. The arbitrator shall have no power or authority to alter the AGREEMENT or any of its separate provisions, including this section, nor to determine any matter or make any award except as provided in this section.

v. Split Proceedings for Equitable Relief. Merchant, Company, or AMERICAN EXPRESS may seek equitable relief in aid of arbitration prior to arbitration on the merits to preserve the status quo pending completion of such process. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable attorneys' fees and costs, including legal fees, to be paid by the party against whom enforcement is ordered.

vi. Small Claims. AMERICAN EXPRESS shall not elect to use arbitration under this section for any Claim Merchant properly files in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.

vii. Governing Law/Arbitration Procedures/Entry of Judgment. This arbitration section is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and shall honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not the federal or any state rules of civil procedure or rules of evidence, provided that any party may request that the arbitrator to expand the scope of discovery by doing so in writing and copying any other parties, who shall have fifteen (15) days to make objections, and the arbitrator shall notify the parties of his/her decision within twenty (20) days of any objecting party's submission. If a Claim is for \$10,000 or less, Merchant or AMERICAN EXPRESS may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the rules of the selected arbitration organization. At the timely request of a party, the arbitrator shall provide a written and reasoned opinion explaining his/her award. The arbitrator's decision shall be final and binding, except for any rights of appeal provided by the FAA. If a Claim is for \$100,000 or more, or includes a request for injunctive relief, (a) any party to this AGREEMENT shall be entitled to reasonable document and deposition discovery, including (x) reasonable discovery of electronically stored information, as approved by the arbitrator, who shall consider, *inter alia*, whether the discovery sought from one party is proportional to the discovery received by another party, and (y) no less than five depositions per party; and (b) within sixty (60) days of the initial award, either party can file a notice of appeal to a three-arbitrator panel administered by the selected arbitration organization, which shall reconsider *de novo* any aspect requested of that award and whose decision shall be final and binding. If more than sixty (60) days after the written arbitration decision is issued the losing party fails to satisfy or comply with an award or file a notice of appeal, if applicable, the prevailing party shall have the right to seek judicial confirmation of the award in any state or federal court where Merchant's headquarters or Merchant's assets are located.

viii. Confidentiality. The arbitration proceeding and all testimony, filings, documents, and any information relating to or presented during the proceedings shall be deemed to be confidential information not to be disclosed to any other party. All offers, promises, conduct, and statements, whether written or oral, made in the course of the Claim resolution process, including but not limited to any related negotiations, mediations, arbitration, and proceedings to confirm arbitration awards by either party, its agents, employees, experts or attorneys, or by mediator or arbitrator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding involving any of the parties or non-parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non discoverable as a result of its use in the negotiation, mediation, or arbitration.

ix. Costs of Arbitration Proceedings. Merchant will be responsible for paying Merchant's share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees Merchant would have incurred if Merchant had brought a Claim in court. AMERICAN EXPRESS will be responsible for any additional arbitration fees. At Merchant's written request, AMERICAN EXPRESS will consider in good faith making a temporary advance of Merchant's share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

x. Additional Arbitration Awards. If the arbitrator rules in Merchant's favor against AMERICAN EXPRESS for an amount greater than any final settlement offer AMERICAN EXPRESS made before any arbitration award, the arbitrator's award

will include: (1) any money to which Merchant is entitled as determined by the arbitrator, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees incurred by Merchant.

xi. Definitions. For purposes of the above arbitration provisions only, (i) *AMERICAN EXPRESS* includes any of its affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, and (ii) *Merchant* includes any of Merchant's affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) *Claim* means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against AMERICAN EXPRESS or against Company or any other entity that AMERICAN EXPRESS has the right to join in resolving a Claim, including, a transaction using an AMERICAN EXPRESS product or network or regarding an AMERICAN EXPRESS policy or procedure.

Except as expressly permitted by LAWS, Merchant must not:

- indicate or imply that it prefers, directly or indirectly, any other CARD BRANDS over AMERICAN EXPRESS,
- try to dissuade cardholders from using AMERICAN EXPRESS,
- criticize or mischaracterize AMERICAN EXPRESS or any of its services or programs,
- try to persuade or prompt cardholders to use any other CARD BRANDS or any other method of payment (e.g., payment by check),
- impose any restrictions, conditions, disadvantages or fees when AMERICAN EXPRESS is accepted that are not imposed equally on all other CARD BRANDS, except for electronic funds transfer, or cash and check,
- suggest or require cardholders to waive their right to dispute any SALE,
- engage in activities that harm the AMERICAN EXPRESS business or brand (or both),
- promote any other CARD BRAND (except MERCHANT's own private label card that Merchant issues for use solely at MERCHANT's business locations and websites) more actively than Merchant promotes AMERICAN EXPRESS, or
- convert the currency of the original SALE to another currency when requesting authorization or submitting SALES (or both).

Merchant may offer discounts or in-kind incentives from Merchant's regular prices for payments in cash, ACH funds transfer, check, debit card or credit/charge card, provided that (to the extent required by LAWS): (i) Merchant clearly and conspicuously disclose the terms of the discount or in-kind incentive to Merchant's customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth above.

Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate Merchant's acceptance of AMERICAN EXPRESS and display AMERICAN EXPRESS' marks (including any AMERICAN EXPRESS card application forms provided to Merchant) as prominently and in the same manner as any other CARD BRANDS. MERCHANT must not use the AMERICAN EXPRESS marks in any way that injures or diminishes the goodwill associated with the mark, nor (without prior written consent from ISO) indicate that AMERICAN EXPRESS endorses Merchant's goods or services. Merchant shall only use the AMERICAN EXPRESS marks as permitted by the AGREEMENT and shall cease using AMERICAN EXPRESS' marks upon termination of the AGREEMENT. For additional guidelines on the use of the AMERICAN EXPRESS marks, contact Company.

Any and all cardholder information is confidential and the sole property of the applicable issuer, AMERICAN EXPRESS or its affiliates. Except as otherwise specified, Merchant must not disclose cardholder information, nor use nor store it, other than to facilitate SALES at Merchant's business locations and websites in accordance with the AGREEMENT.

Merchant must ensure that it and any third parties it enlists to facilitate SALES processing complies with the American Express Technical Specifications (available at www.tsystransactionssummary.com) (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process SALES. Merchant's may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure compliance with the Technical Specifications, Merchants should work with ISO.

Merchant must comply with and assure that Merchant Providers comply with the American Express Data Security Operating Policy ("DSOP") (found at www.americanexpress.com/datasecurity), the American Express Program Merchant Data Security Requirements www.lighthousenetwork.com/terms/americanexpress and the American Express Information Protection Contract Requirements (IPCR) www.lighthousenetwork.com/terms/americanexpress.

Oneida Business Committee Agenda Request

CDC # 18-010 – Approve two (2) requested actions

1. Meeting Date Requested: 06 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

The project team is seeking formal approval of the CIP Package for project CDC #18-010 Food Distribution Store Concept.

3. Supporting Materials☐ Report ☐ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Purpose:

The project team is seeking formal approval of the project through the Capital Improvement Process (CIP).

The project team has assembled a CIP Package for the project, see attached.

Background/history:

Project need and justification is noted in the attached CIP Package.

The OBC approved the project's Concept Paper on July 25, 2018.

The majority of the project funding would be from a USDA grant with the remaining funded needed from the Oneida Nation. Funding for the project has been requested in the FY2020 CIP Budget at \$ 53,000. If approved by GTC the funds would be activated in the Project's CIP Budget and managed within that process.

Phase II of the CIP has various tribal entities review the project's CIP Package and provide comments on its impacts to the Oneida Reservation. Because the project is an internal remodeling, we feel it is appropriate to forgo Phase II of the CIP and proceed directly into Phase III – Design.

Action Requested:

1. Approval of procedural exception to forgo Phase II of the CIP process of routing the CIP Package to the various review entities.
2. Approval of the CIP Package for project CDC #18-010 Food Distribution Store Concept.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Food Distribution Store Concept



CIP #18-010

CIP PACKAGE

Project Client: Food Distribution

Project Team:

Marilyn King	Department Manager – Food Distribution
Tsyoshaht Delgado	Area Manager - Social Services
Leonard Stevens	Supervisor – Warehouse Food Distribution
Dave Bischoff	Purchasing FF & E – Purchasing Dept.
Ray Olson	Energy Controls Manager - DPW
Ronald Melchert	Project Planner - Planning Dept.
Dan W. Skenandore	Project Manager - Engineering Dept.
Paul J. Witek	Engineering Director/Senior Architect - Engineering Dept.

Table of Contents

PROJECT EXECUTIVE SUMMARY5

I. Needs Assessment and Project Justification7

II. Business Plan7

III. Management Plan.....7

IV. Facility Concept and Space Requirements8

V. Site Selection Criteria9

VI. Environmental9

VII. Budget Estimate.....9

VIII. Financial Plan10

IX. Communication Plan.....10

X. Project time line.....11

XI. Appendix11

A. None.11

PROJECT EXECUTIVE SUMMARY

Project Title: Food Distribution Store Concept

Project Description:

The project entails the conversion of the food distribution and food pick up area, associated with Food Distribution Services, to reflect a conventional grocery store layout and check out area.
(see page 7 of CIP Package)

Management/Business Plan:

The program's management structure would not change as a result of this project.

The Food Distribution is a tribal service entity not structured to accumulate profits; therefore, a Business Plan is not applicable for this project per the Capital Improvement Process.
(see page 7 of CIP Package)

Site Selection:

The current site is the Food Distribution Facility located in the Oneida Business Park. No change of site is needed.

Project Budget Estimate: (also see page 8 of CIP Package)

Soft & Misc. Costs:		\$29,600
Construction:		\$83,800
Furniture, Fixtures & Equipment (FFE):		\$76,000
Contingency:	12%	\$22,700
Total (rounded):		\$212,000
<u>25% Match (CIP Funds):</u>		<u>\$53,000</u>

Financial Plan:

Project funds will be requested in the FY2020 CIP budget. 75% of the funding for this project will be secured from the USDA United States Department of Agriculture (USDA) Special Nutrition Programs. There is a 25% matching funding requirement.
(see page 10 of CIP Package)

Communication Plan:

The standard process will be used for communicating the project status to the community.
(see page 10 of CIP Package)

I. Needs Assessment and Project Justification

- A. **Introduction:** The method of food selection, pick up and check out would be converted to a conventional grocery store layout thereby providing clients an enhancement of choice of produce and quantity needed within their allocation. The delivery method would be more user-friendly allowing clients to make individual choices from standard store shelving, coolers and refrigeration units. Clients would be able to stroll down the aisles to select items much like shopping for grocery items in a conventional store rather than be given a box or bag of food that is selected for them based on their qualified need. The checkout lanes would be like a conventional cashier checkout lane to record food items picked up. The system provides clients with choice, the ability to make decisions for themselves, and a heightened value of self in utilizing a client friendly system.
- B. **Present Facilities:** Currently clients are provided with a selection of grocery items for which they are eligible to receive in one bulk quantity. Clients wait at the counter while staff packages the items. All the items for which the clients are eligible to receive are given at this one time.
- C. **Problem:** The existing layout configuration does meet the functional needs of the program. Current layout and shelving are not conducive to product storage, display, and handling of items. The current layout does not allow clients the ease of access and freedom in selection of eligible items from individual food group categories.

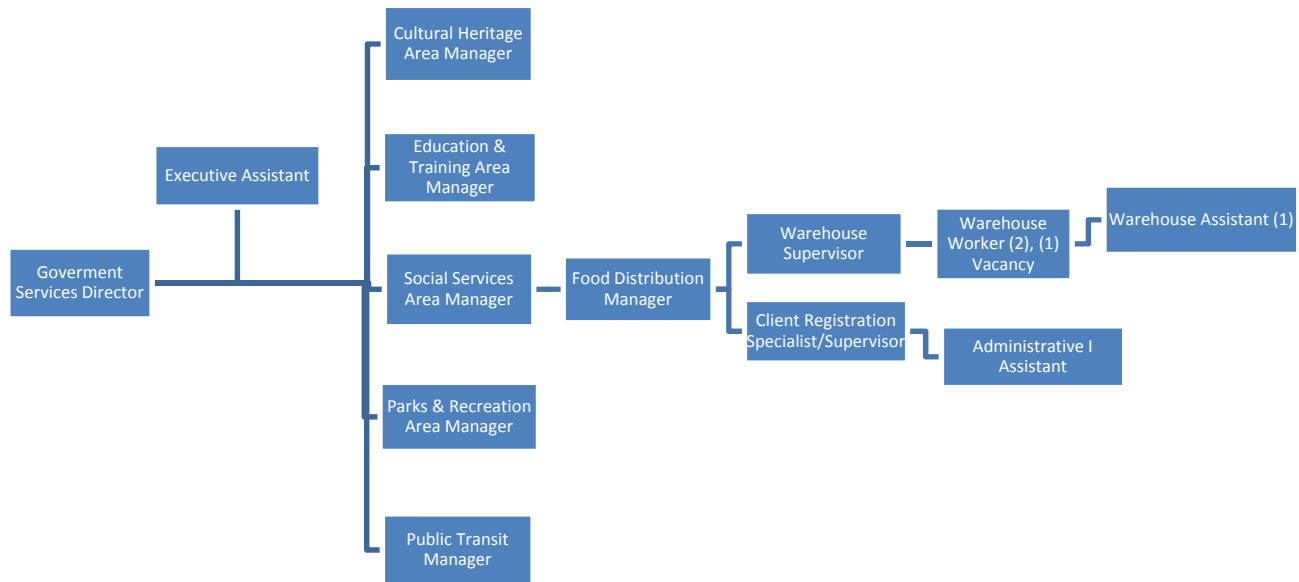
II. Business Plan

- A. The Food Distribution is a tribal service entity not structured to accumulate profits; therefore, a Business Plan is not applicable for this project per the Capital Improvement Process.

III. Management Plan

- A. Management - The program's management structure would not change as a result of this project.

B. Organizational Chart:



C. Staffing, Requestor: Initially, current staffing will not change as a result of this project.

D. Staffing, Service Departments: The tribal service departments that are impacted by this project include the following. Their need for additional staffing due to this project is noted:

1. DPW – Facilities - no additional positions needed.
2. DPW - Grounds Keeping - no additional positions needed.
3. Custodial - no additional positions needed.
4. MIS - no additional positions needed.

IV. Facility Concept and Space Requirements

A. The current warehouse will be modified to a store layout that occurs over an area of approximately 7,740 square feet. The layout will be modified to create pick up and check out experience like a conventional grocery store layout thereby providing clients an enhancement of choice of produce and quantity needed within their allocation. The checkout lanes would be like a conventional cashier checkout lane to record food items picked up.

B. Consistent with the Oneida Design Standards, it is our intention to utilize sustainable design principals on this project. Meaning, we will design, construct, and operate the building to minimize negative impacts to the natural environment and health, while optimizing long-term costs.

C. The spaces to be modified included: Food aisles with shelving, cooler areas, and product check out areas.

V. Site Selection Criteria

- A. The building is located at N7360 Water Circle Place, Oneida, WI. The project remodels the existing building within its exterior walls, a change in site location is not necessary.

VI. Environmental

- A. An Environmental Assessment will not be required, as the project is an interior remodeling.

VII. Budget Estimate

PROJECT NAME: **Food Distribution Store Concept**
 PROJECT No.: 18-010
 DATE: April 3, 2019

SOFT and MISCELLANEOUS COSTS

Engineering Dept. Fees	14,000
Architect / Engineer Fees & Reimbursables	15,100
Soil Borings, Testing and Surveys	400
Agency Review and Approval Fees	100
Insurance - Builders Risk	covered by property insurance
Historical/Cultural/Archaeological Review	0

Sub-total: 29,600

CONSTRUCTION

Site Work & Landscape	0
Building Remodel	69,000

Sub-total: 69,000

Oneida Preference Amount	6,710
Sustainable Design Premium	7% 4,830
Inflation Factor: 1 years	4% per year 3,222

Sub-total: 83,800

FIXTURES, FURNISHINGS AND EQUIPMENT

Division 10 - Specialties	5,000
Division 11 - Equipment	69,000
Division 12 - Furnishings	0
Division 27 - Communications	2,000
Division 28 - Electronic Safety & Security	0

Sub-total: 76,000

TOTAL:	189,400
Contingency: 12.0%	22,700
Finance Costs: 0.0%	0

ESTIMATED TOTAL PROJECT BUDGET: \$ 212,000

Grant 75%: \$159,000

Required 25% Match (CIP Funds): \$53,000







VIII. Financial Plan

- A. Tribal Financing: - It is proposed to fund the project's 25% grant match through the tribal CIP Budget. The Finance Department will determine the best means to finance the overall CIP budget.
- B. The Project Team has been researching possible grant opportunities for the project and has identified the following potentials:
 - 1. 75% of the funding for this project will be secured from the United States Department of Agriculture (USDA) Special Nutrition Programs. There is a 25% matching fund requirement.
 - 2. The 25% matching fund requirement could possibly be an in-kind service if the Nation were to perform any of the improvement work. Potential opportunities include demolition work, construction of counter area, providing new electrical work, and plumbing as required. Any self-performed work credits would be removed from the CIP Funds allocated, excess CIP Funds would be returned per the Budget law.

IX. Communication Plan

- A. Information included in a communication plan for this project will include:
 - 1. CIP project number
 - 2. Project title
 - 3. Project Manager (including: phone, fax numbers and e-mail address)
 - 4. Project phase (identify process followed: CIP, etc.)
 - 5. % of Phase completed
 - 6. Brief description of the project scope
 - 7. Project budget amount
 - 8. Project schedule (identify if community meeting will be held)
- B. The Project Information will be communicated to the community and staff as follows:
 - 1. Weekly status reports - Monday 8:30 AM at LBDC conference room (Project Manager)
 - 2. Quarterly reports Tribal publications including: Kalihwisaks (Engineering Director/Senior Architect)
 - 3. Quarterly reports on Oneida website and on Oneida Intranet (Engineering Director/Senior Architect)
 - 4. dedication ceremonies scheduled with the events coordinator (Project Manager / Business Unit Manager)

X. Project time line

ID		Task Name	Duration
1		CIP Concept Paper Phase	49 days
6		OBC Approval of Concept Paper	0 days
7		CIP Phase I - CIP Request	175 days
8		Assemble CIP Package	175 days
17		Client Division Director Approval	15 days
18		CIP Phase II - Project Ranking & Approval	8 days
19		CIP Package to OBC	8 days
20		OBC Approval	0 days
21		CIP Phase III - A/E Contract Approval & Design	130 days
22		Draft A/E RFP	3 wks
23		Release RFP & Score proposals	4 wks
24		Contract Negotiation	1 wk
25		Contract Award	4 wks
26		Design Phase	4 wks
27		Engineering Dept. Document Review	1 wk
28		Construction Documents (CD)	6 wks
29		Engineering Dept. Document Review	2 wks
30		A/E Incorporates Owner review comments	1 wk
31		CIP Phase IV - Project Bidding & Construction	150 days
32		Bidding and Negotiation	4 wks
33		Contract Award	4 wks
34		Construction	20 wks
35		Substantial Completion	0 days
36		Final Completion	2 wks

XI. Appendix

A. None.

Capital Improvement Process (CIP) - Client Division Director Approval Form

To: George C. Skenandore - Division Director, Government Services
Through: Marilyn King – Manager, Food Distribution
From: Dan W. Skenandore – Manager, Construction
Date: April 23, 2019
Re: Food Distribution Store Concept Project # 18-010 – CIP Package Approval

I have reviewed the attached Capital Improvement Process (CIP) document identified below for the above noted project and approve of the project moving into the next phase of the CIP Process

☐ CIP Package – dated: April 15, 2019

George Skenandore

Digitally signed by George Skenandore
Date: 2019.05.02 15:57:33 -05'00'

George C. Skenandore – Division Director, Government
Services

Date

Form CIP-05

Rev. April 11, 2017

Oneida Business Committee Agenda Request

Approve the submission of a request by the Homeless Shelter Team to the Economic Development,...

1. Meeting Date Requested: 06 / 12 / 19

2. General Information:

Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Approve the submission of a request by the Homeless Shelter Team to the Economic Development, Diversification and Community Development Fund for a facility renovation

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☒ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

A homeless shelter team has been formed; and the team has been meeting throughout 2019. The team has created a strategy to combat homelessness through a collaborative effort of volunteers and tribal operations. The title of the strategy is, "A Safe Gathering Place."

The initial intent of the Safe Gathering Place is to provide day-warming shelter and services to homeless individuals.

The team has reviewed space availability within the Oneida Nation, as well as external to the Nation; and have determined that the building located at 2155 Hutson Road, Green Bay WI., 54303, (old accounting building); is a prime location to successfully execute our strategy. Programming details are still being developed.

Preliminary assessment to renovate the Hutson Road building is approximately \$250,000. Jacque Boyle, Public Works Division Director, has agreed to facilitate the renovation.

The team is requesting the Business Committee to support a request to access the Economic Development, Diversification and Community Development Fund in the amount of \$250,000 for the renovation which includes:

- Locked entrances / exits with windows; handicapped accessible
- Approximately 3 windowed cubicles
- Ensure technology needs
- Offices having capability to be locked
- Windows having capability to be locked

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org



Oneida Nation
Oneida Business Committee
PO Box 365 • Oneida, WI 54155-0365
oneida-nsn.gov



TO: Troy Parr, Community Economic Development Division Director
FR: Councilman David P Jordan
Councilwoman Jennifer Webster
RE: Economic Development, Diversification and Community Development Fund Request
DA: June 6, 2019

A homeless shelter team has been formed; and the team has been meeting throughout 2019. The team has created a strategy to combat homelessness through a collaborative effort of volunteers and tribal operations. The title of the strategy is, "A Safe Gathering Place."

The initial intent of the Safe Gathering Place is to provide day-warming shelter and services to homeless individuals.

The team has reviewed space availability within the Oneida Nation, as well as external to the Nation; and have determined that the building located at 2155 Hutson Road, Green Bay WI., 54303, (old accounting building); is a prime location to successfully execute our strategy. Programming details are still being developed.

Preliminary assessment to renovate the Hutson Road building is approximately \$250,000. Jacque Boyle, Public Works Division Director, has agreed to facilitate the renovation.

Therefore, this is a formal request for use of the Economic Development, Diversification and Community Development Funds in the amount of \$250,000.

The sole purpose of the funds will be to renovate 2155 Hutson Road, Green Bay WI., 54303, to operate the facility and provide needed services. Building needs include:

- Locked entrances / exits with windows; handicapped accessible
- Approximately 3 windowed cubicles
- Ensure technology needs
- Offices having capability to be locked
- Windows having capability to be locked

If approved, we are requesting the funds to be transferred to the "Building Maintenance and Repair Set Aside" line within the Nation's budget.

Yaw^ko for your consideration.

Oneida Business Committee Agenda Request

Post eight (8) vacancies for alternates on the Oneida Election Board for the 2019 Special Election

1. Meeting Date Requested: 6 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request**6. Cover Memo:**

Describe the purpose, background/history, and action requested:

On May 23, 2019 the Oneida Election Board sent a request to post for six (6) to eight (8) alternates

Action requested:

Approve request to post eight (8) vacancies for alternates on the Oneida Election Board for the 2019 Special Election.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Brooke M. Duxtator

From: Vicki Cornelius
Sent: Thursday, May 23, 2019 12:49 PM
To: Brooke M. Duxtator
Subject: Request to post

Brooke,

The Election Board is in need of alternates for the 2019 Special Election. We need a minimum of six (6) people to be alternates but would like to have a maximum of eight (8).

Can you please start the process to post for alternates?

Yaw^ko

Vicki Cornelius
Chairperson
Oneida Election Board
920.490.3634
Oeb-vcor@oneidanation.org

This message, including any attachments, contains confidential information intended for a specific individual and purpose. If you have received this communication in error, please notify the sender and delete this communication from your system immediately. Any disclosure, copying, or distribution of this message, is strictly prohibited.

Oneida Business Committee Agenda Request

Post one (1) vacancy - Oneida Personnel Commission

1. Meeting Date Requested: 6 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Barbara Cornelius submitted her resignation from the Personnel Commission due to becoming an employee of the Nation.

According to the Personnel Commission bylaws 1-5 (d) (3) OPC members shall not be an employee of the Nation.

Recommended action

Approve request to post one (1) vacancy for the Personnel Commission for remainder of the term ending March 31, 2024.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

Re-post four (4) vacancies for the Oneida Youth Leadership Institute - Board of Directors

1. Meeting Date Requested: 6 / 12 / 19

2. General Information:

Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Agenda Header: New Business

- ☐ Accept as Information only
☒ Action - please describe:

Approve request to re-post four (4) vacancies for the Oneida Youth Leadership Institute - Board of Directors

3. Supporting Materials

- ☐ Report ☐ Resolution ☐ Contract
☐ Other:

1. 3.
2. 4.

☐ Business Committee signature required

4. Budget Information

- ☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Lisa Summers, Secretary

Primary Requestor/Submitter: Brooke Doxtator, Boards, Committees, and Commissions Supervisor
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Name, Title / Dept.

Additional Requestor: Name, Title / Dept.

Oneida Business Committee Agenda Request**6. Cover Memo:**

Describe the purpose, background/history, and action requested:

Vacancies for the Oneida Youth Leadership Institute - Board of Directors were posted with an application deadline of May 31, 2019. As of this date Zero (0) applications have been received.

Please note, this will be the 2nd attempt to fill all four (4) vacancies due to no applicants.

Action requested:

Approve request to re-post four (4) vacancies for the Oneida Youth Leadership Institute - Board of Directors

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

Approve the Oneida Head Start /Early Head Start Selection for 2019-2020

1. Meeting Date Requested: 06 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Other - type reason

Agenda Header:

Unfinished Business

☐ Accept as Information only☒ Action - please describe:

Approve the Oneida Head Start /Early Head Start Selection for 2019-2020

3. Supporting Materials☐ Report ☐ Resolution ☐ Contract☒ Other:1.

Copy of the Selection Criteria for approval

3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison:

Jennifer Webster, Council Member

Primary Requestor/Submitter:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

The BC previously approve the the Oneida Early Head Start Classroom Selection Criteria on 3/27. We have a partnership with Indian Child Welfare and it has different criteria from the rest of the classrooms.

Every year the Policy Council and Business Committee must approve the selection criteria according to the Head Start Performance Standards 45 CFR Chapter XIII; Subpart A Eligibility, Recruitment, Selection, Enrollment and Attendance 1302.14a Selection Criteria

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Head Start/Early Head Start

SELECTION CRITERIA

Head Start Program Performance Standards 45 CFR Chapter XIII; Subpart A-Eligibility, Recruitment, Selection, Enrollment, and Attendance; Part §1302.14(a) Selection Criteria

Policy Council Approval: 04/17/19

Oneida Business Committee Approval:

CRITERIA	POINTS
Age	
3.0- 3.11 years of age	95
4.0-4.11 years of age	85
INCOME	
75-100% Below Poverty Level	95
50-74% Below Poverty Level	85
25-49% Below Poverty Level	75
At or up to 24% Below Poverty Level	65
101-130% Above Poverty Level	55
131-150% Above Poverty Level	45
151-175% Above Poverty Level	35
176-200% Above Poverty Level	25
CATEGORICAL ELIGIBILITY	
Foster Care	95
Homeless	95
Public Assistance (SSI/TANF//W-2/SSI)	95
PARENTAL STATUS	
Single Parent	85
Disabled Parent	75
Foster Parent/Kinship Care Provider	65
CHILD DISABILITY	
Certified I.E.P./I.F.S.P.	65
SPECIAL NEEDS-FAMILY	
Substance Abuse (current or history of)	85
Child Protection (current or history of)	75
MH Concerns (Parent- current or history of)	65
Domestic Violence (current or history of)	55
Incarcerated Parent (current)	45
Child Behavior/Management	35
TRIBAL ENROLLMENT	
Oneida Enrolled or Eligible for Enrollment-*Verified	95
Oneida Descendant-*Verified	85
Other Tribally Enrolled or Eligible for Enrollment-*Verified	75
Other Tribe Descendant-*Verified	65
OTHER	
Child Previously/Currently Enrolled in Oneida EHS	35
PREGNANT WOMAN SERVICES (EHS)	
High Risk Pregnancy	100
Lack of Prenatal Care	100
First Time Parent	100

Revised: 4/2019

Oneida Business Committee Agenda Request

Accept the Oneida Community Library Board FY-2019 2nd quarter report

1. Meeting Date Requested: 05 / 22 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:*FYI - Late - Submitted after the deadline***3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Additional Requestor:

Additional Requestor:

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

I, Dylan Benton, am requesting a deferral of the Oneida Community Library Board 2nd Quarterly Report to 6/12/19. while on travel on behalf of OTEC from 5/8/19 to 5/10/19 I discovered that one of my young step-sons had damaged my laptop and decide to hide it instead of letting me or their mother know. While the graphical user interface is still usable, due to the location of the damage on the screen I've been guessing where to click correctly and often have to restart the computer due to the screen freezing entirely. Moving the needed files from my hard drive to the cloud has been more arduous than I expected and has caused the delay in reporting. With the Board being understaffed as long as it has and the considerable amount of turnover I've seen in my tenure I've become accustomed to doing all the reporting myself, however, with the addition of Cheryl Aliskwet Ellis from Board/Committees/Commissions to aid our board; minutes, agenda and soon, materials will now be held and backed up digitally in the hands of dedicated staff ensure that data access will be a one time issue with a permanent solution already in place. I look forward to assisting in the digitization and preservation of Library Board files in the future and am holding paper files at the Main Library that go back to the 90's in hopes that they will be digitized in the near future for historical record when the BCC dept is prepared to take on the task which was previously an S. Webster goal before his departure. I assume all responsibility for the lapse in reporting.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

Accept the Oneida Land Claims Commission FY-2019 2nd quarter report

1. Meeting Date Requested: 06 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☒ Accept as Information only☐ Action - please describe:**3. Supporting Materials**☒ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

2019 2nd Quarter Report (Jan '19 - Mar '19)

Oneida Land Claims Commission

Approved by official entity action on: June 6, 2019
Submitted by Dakota Webster, Secretary/Treasurer

Board, Committee, or Commission Members

Name and Title	Oneida Nation Email	Term Expiration Date
Loretta Metoxen, Chairwoman	LMETOXE1@oneidanation.org	07/31/21
Chris Cornelius, Vice Chair	ccorne10@oneidanation.org	08/24/20
Dakota Webster, Secretary / Treasurer	dwebste2@oneidanation.org	07/31/22
Tomas Escamea, Commissioner	tescame2@oneidanation.org	08/24/20
Donald McLester, Commissioner	dmclest2@oneidanation.org	07/31/22
Sheila Shawanokasic, Commissioner	sshawano@oneidanation.org	08/17/21
Charles Wheelock, Commissioner	cwheelo1@oneidanation.org	08/24/20

OBC Liaison(s)

Kirby Metoxen, Primary

Jennifer Webster, Alternate

Lisa Summers, Alternate

Meetings

Held every 1st and 3rd Thursday of the month.

Location: Norbert Hill Center, 3rd floor, Room 338

Time: 5:30 PM

Emergency meeting 3-4-19

Joint Meeting with OBC 3-11-19

Accomplishments

Please provide details of what the entity has accomplished that quarter, including any special events held during the reporting period and any travel by the members and/or staff.

ACCOMPLISHMENT #1

Summary:

To hold a semiannual public hearing as outlined in our by-laws.

Impact:

We scheduled a public hearing in Milwaukee at the SEOTS location for February 13, 2019. The meeting was rescheduled to April 24, 2019 due to bad weather.

ACCOMPLISHMENT #2

Summary:

Continue to work on education and outreach by creating a curriculum and updating educational materials.

Impact:

The Commission is actively working to improve educational materials for the membership in outreach events.

ACCOMPLISHMENT #3

Summary:

Membership, Business Committee and Commissioner education on Land Claims.

Impact:

We met with Attorney Arlinda Locklear for legal updates and historical overview of the Land Claim. We held outreach with the membership at all GTC meetings we handed out books and educational material along with conducting surveys. Outreach is done on a continuous basis. One of the Commissioners conducted an outreach event on the history of land claims on the anniversary of the Supreme Court Decision March 4th.

GoalsLONG-TERM GOAL #1

Congressional Fix

Update on Goal:

We met with Attorney Arlinda Locklear to gain a better understanding of the process and current political climate.

Met with the Business Committee 3 times to begin discussions on the strategic plan. Research of other congressional remedies.

LONG-TERM GOAL #2

Continue to work on education and outreach

Update on Goal:
Commissioners are continuously researching and reviewing Land Rights history and other documents.

QUARTERLY GOAL #1

Continuing to research congressional remedies

Update on Goal:
Research by individual commission members and information will be brought back to the commission.

QUARTERLY GOAL #2

Produce new and updated educational material

Update on Goal:
We will be working with Oneida printing to produce new and updated material.

QUARTERLY ACTIVITIES

Continue strategic planning meetings with the BC. Hold a Public Hearing. Update educational materials for distribution to the membership.

Update on Activities:
Meetings have been scheduled for Joint meeting with the BC. Updates to materials and printing schedules have been made.

Budget

Total Budget for FY-2019:	Value A:	54767
Status of Budget at 2nd Quarter:	Value B:	40396

Stipend Type	Stipend Amount
Meeting	4300
Joint Meeting	0
Judiciary Hearings	0
Hearings of Boards, Committees, or Commissions	0
Conferences and Trainings	0
Miscellaneous	0

Budget Utilization

Office supplies

Projected budgetary uses for the next quarter

Marketing materials, educational handouts, and membership mail outs.

Requests

The Commission is formally requesting the original Oneida Land Claims budget for staff as stated in the bylaws. The Commission is also requesting a BC liaison or representative at every regular Oneida Land Claims meeting.

Other

Land Claims Commissioners have volunteered over 420 non-stipend hours between the months of January 2019 and March 2019.

Oneida Business Committee Agenda Request

Accept the Oneida Land Commission FY-2019 2nd quarter report

1. Meeting Date Requested: 06 / 12 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☒ Accept as Information only☐ Action - please describe:**3. Supporting Materials**☒ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

2019 2nd Quarter Report (Jan '19 - Mar '19)

Oneida Land Commission

Approved by official entity action on: May 6, 2019
Submitted by Mike Mousseau

Board, Committee, or Commission Members

Name and Title	Oneida Nation Email	Term Expiration Date
Rae Skenandore, Chair	rskenand@oneidanation.org	08/20/2020
Becky Webster, Vice-Chair	rwebste3@oneidanation.org	08/20/2019
Mike Mousseau, Secretary	mmousseau@oneidanation.org	07/31/2021
Julie Barton, Commissioner	jbarton@oneidanation.org	08/17/2020
Sherrole Benton, Commissioner	sbenton@oneidanation.org	07/31/2021
Donald McLester, Commissioner	dmclest2@oneidanation.org	07/31/2021
Vacant		08/17/2020

OBC Liaison(s)

Trish King, BC Liaison

Tehassi Hill, BC Liaison Alternate

Jennifer Webster, BC Liaison Alternate

[Click here to enter OBC Liaison name.](#)

Meetings

Held every 2nd and 4th Monday of the month.

Location: Little Bear Conference Room located at N7332 Water Circle Place, Oneida, WI. 54155

Time: 5:00 PM

No Emergency meetings were held in this quarter.

Accomplishments

ACCOMPLISHMENT #1

Summary:

Acquisitions; Closed on 3 HIP's, Closed on 18.94 acres this quarter.

Impact:

2/15/2019	N6900 Blk County Rd H	17.13	Ag & Undeveloped	\$145,605.00	\$137,040.00
2/27/2019	10201703H	0.25	HIP-RES	\$30,700.00	\$30,700.00
3/7/2019	10201801C	0.92	Commercial	\$860,000.00	\$850,000.00
3/15/2019	11201701H	0.29	HIP-RES	\$51,000.00	\$51,000.00
3/29/2019	07201802H	0.35	HIP-RES	\$42,100.00	\$42,100.00

Goals

LONG-TERM GOAL #1

Exercising Sovereignty

Reestablish roles & responsibilities to fully implement the 2033 Plan approved by GTC. Which provides for an allocation of funds to reacquire land within the Oneida Reservation.

Update on Goal:

Limited funds were available to make substantial progress towards this goal for this fiscal year.

LONG-TERM GOAL #2

Promoting Positive Community Relations

Develop Land use policy to better serve the needs of the membership. Focus on programs to serve individual farmers, entrepreneurs, and community organizations.

Update on Goal:

Reduced Agricultural rents to Tribal Members.

QUARTERLY GOAL #1**Promoting Positive Community Relations**

Bi-annual presentation to GTC

Update on Goal:

Continually worked to respond to GTC motions & biannual presentations.

Budget

Total Budget for FY-2019:	Value A:	\$13,200
Status of Budget at 2nd Quarter:	Value B:	\$2,800

Stipend Type	Stipend Amount
Meeting	\$100.00
Joint Meeting	\$100.00
Judiciary Hearings	\$100.00
Hearings of Boards, Committees, or Commissions	\$100.00
Conferences and Trainings	\$100.00
Miscellaneous	\$100.00

Budget Utilization

\$13,200 is budgeted in Land Management's operations budget for Land Commission use. \$10,000 is for stipends and \$3,200 is for travel/training (lodging, meals, and gas). Estate Planning grant funds are also used for travel/training when applicable.

Projected budgetary uses for the next quarter

There is no travel/training planned and two meetings a month are scheduled, depending on weather.

Requests

None

Other

Total HIP's closed is 49. There are 60 pre-qualified applicants.

Total acres acquired this fiscal year: 120.25 acres

We currently own 26,921.32 which is 41.2% of the reservation

