Public Packet 1 of 452



Oneida Business Committee

Executive Session 8:30 AM Tuesday, July 9, 2019 Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting 8:30 AM Wednesday, July 10, 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. Special recognition of retirement - Cindy Vandenberg, Patient Account Representative

Sponsor: Debra Danforth, Division Director/Comprehensive Health-Operations

B. Special recognition for Years of Service

Sponsor: Geraldine Danforth, Area Manager/Human Resources

III. ADOPT THE AGENDA

IV. OATH OF OFFICE

A. Audit Committee - James R. Skenandore Jr.

Sponsor: Lisa Summers, Secretary

B. Oneida Election Board Alternates

Sponsor: Lisa Summers, Secretary

C. Oneida Nation Veterans Affairs Committee - Kenneth House Sr.

Sponsor: Lisa Summers, Secretary

D. Southeastern Wisconsin Oneida Tribal Services Advisory Board - Kathleen "Kitty"

Hill

Sponsor: Lisa Summers, Secretary

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V. MINUTES

A. Approve the June 12, 2019, regular Business Committee meeting minutes Sponsor: Lisa Summers, Secretary

VI. RESOLUTIONS

A. Enter e-poll results into the record regarding the adopted the resolution entitled Rural Housing Preservation Program Grant Application

Sponsor: Lisa Summers, Secretary

VII. APPOINTMENTS

A. Determine next steps regarding one (1) vacancy with term ending September 30, 2021 - Oneida Environmental Resource Board

Sponsor: Lisa Summers, Secretary

- B. Determine next steps regarding five (5) vacancies with terms ending February 29, 2020, February 28, 2021, and February 28, 2022 Oneida Nation Arts Board Sponsor: Lisa Summers, Secretary
- C. Determine next steps regarding two (2) vacancies with terms ending July 31, 2020, and July 31, 2021 Oneida Nation School Board Sponsor: Lisa Summers, Secretary
- D. Determine next steps regarding one (1) vacancy with term ending June 20, 2022 Oneida ESC Group, LLC Board of Managers
 Sponsor: Lisa Summers, Secretary

E. Appoint eight (8) alternates to the Oneida Election Board - 2019 Special Election Sponsor: Vicki Cornelius, Chair/Oneida Election Board

VIII. STANDING COMMITTEES

A. FINANCE COMMITTEE

- 1. Approve the July 1, 2019, regular Finance Committee meeting minutes Sponsor: Trish King, Treasurer
- 2. Enter the e-poll results into the record regarding the approved June 17, 2019, regular Finance Committee meeting minutes

 Sponsor: Lisa Summers, Secretary

B. QUALITY OF LIFE COMMITTEE

1. Accept the May 9, 2019, regular Quality of Life Committee meeting minutes Sponsor: Brandon Stevens, Vice-Chairman

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IX. TRAVEL REPORTS

A. Approve the travel report - Chairman Tehassi Hill and Secretary Lisa Summers - National Congress of American Indians 75th Annual Convention & Marketplace - Denver, CO - October 22-26, 2018

Sponsor: Tehassi Hill, Chairman

B. Approve the travel report - Chairman Tehassi Hill - Opioid Litigation Briefing - Atlanta, GA - February 14, 2019

Sponsor: Tehassi Hill, Chairman

C. Approve the travel report - Chairman Tehassi Hill, Secretary Lisa Summers, and Councilwoman Jennfier Webster - Midwest Alliance of Sovereign Tribes Impact Week - Washington DC - March 5-8, 2019

Sponsor: Tehassi Hill, Chairman

Approve the travel report - Chairman Tehassi Hill - Moot court and oral arguments
 Texas ICWA appeal - New Orleans, LA - March 12-13, 2019

Sponsor: Tehassi Hill, Chairman

E. Approve the travel report - Vice-Chairman Brandong Stevens and Councilman David P. Jordan - 2019 National Indian Gaming Association Trade Show - San Diego, CA - March 31-April 5, 2019

Sponsor: Brandon Stevens, Vice-Chairman

F. Approve the travel report - Chairman Tehassi Hill - National Republican Campaign Committee event - Washington DC - April 1-3, 2019

Sponsor: Tehassi Hill, Chairman

G. Approve the travel report - Councilwoman Jennifer Webster - Various State/Tribal Consultations - Bayfield, WI - May 6-8, 2019

Sponsor: Jennifer Webster, Councilwoman

H. Approve the travel report - Councilwoman Jennifer Webster - Administration of Children & Families Tribal Advisory Committee meeting - Washington DC - May 28-31, 2019

Sponsor: Jennifer Webster, Councilwoman

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X. TRAVEL REQUESTS

A. Approve the travel request - Councilman Ernie Stevens III - Tribal Nations PR conference - Madison, WI - July 14-16, 2019

Sponsor: Ernie Stevens III, Councilman

B. Approve the travel request in accordance with § 219.16-1 – Eleven (11) inidividuals – PDPM & ECS Convention – Wisconsin Dells, WI – July 16-18, 2019

Sponsor: Debra Danforth, Division Director/Comprehensive Health-Operations

C. Approve the travel request - Councilman Daniel Guzman King - 2019 HHS and MAST Tribal Consultation - Milwaukee, WI - August 7-8, 2019

Sponsor: Daniel Guzman King, Councilman

D. Approve the travel request - Councilman Daniel Guzman King - 2019 Tribal Lands & Environmental Forum - Palm Springs, CA - August 19-22, 2019

Sponsor: Daniel Guzman King, Councilman

E. Enter e-poll results into the record regarding the approved travel request - Councilman David P. Jordan - WisDOT Inter-Tribal Task Force meeting - Bad River, WI - July 10-11, 2019

Sponsor: Lisa Summers, Secretary

F. Enter e-poll results into the record regarding the approved travel request in accordance with §219.6-1 - Five (5) individuals - 2019 Special Election - Milwaukee, WI - July 19-21, 2019

Sponsor: Lisa Summers, Secretary

XI. NEW BUSINESS

A. Re-post one (1) vacancy for the Oneida Community Library Board Sponsor: Lisa Summers, Secretary

B. Approve the 2019 Indian Housing Plan amendments and the 2020 Indian Housing Plan

Sponsor: Dana McLester, Division Director/Comprehensive Housing

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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 JUNE 12, 2019: Motion by Jennifer Webster to defer the Oneida Community Library Board FY-2019 2nd quarter report to the July 10, 2019, regular Business Committee meeting and request the OBC liaison communicate with the Board, seconded by Daniel Guzman King. Motion carried.

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.

XIII. GENERAL TRIBAL COUNCIL

A. Accept the withdrawal of the petition submitted by Ed Delgado regarding Trust Land Distribution as information

Sponsor: Lisa Summers, Secretary

XIV. EXECUTIVE SESSION

A. REPORTS

1. Accept the Chief Financial Officer June 2019 report Sponsor: Larry Barton, Chief Financial Officer

2. Accept the Chief Counsel report
Sponsor: Jo Anne House, Chief Counsel

B. STANDING ITEMS

- 1. ONEIDA GOLF ENTERPRISE CORPORATION LADIES PROFESSIONAL GOLF ASSOCIATION
 - a. Accept the Thornberry Creek LPGA Classic June 2019 report Sponsor: Chad Fuss, Agenda/Oneida Golf Enterprise

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C. UNFINISHED BUSINESS

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

Sponsor: David P. Jordan, Councilman

<u>EXCERPT FROM JUNE 12, 2019:</u> Motion by David P. Jordan to defer the review of case # NG-019-14 and # NG-019-016 to the July 10, 2019, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried.

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.

2. Accept the report regarding areas under GM DR07 and BC DR04

Sponsor: Deborah Thundercloud, General Manager and Jo Anne House, Chief Counsel

EXCERPT FROM MAY 8, 2019: Motion by Trish King to direct the General Manger and Chief Counsel to follow up on the identified concerns and bring back a report in 30 days, seconded by David P. Jordan. Motion carried.

D. NEW BUSINESS

1. Approve a limited waiver of sovereign immunity - For The Record order form - file # 2019-0234 (8:30 a.m.)

Sponsor: Tehassi Hill, Chairman

2. Approve a limited waiver of sovereign immunity - On The Mark Solutions agreements - file # 2019-0639 (9:00 a.m.)

Sponsor: Louise Cornelius, Gaming General Manager

- 3. Approve a limited waiver of sovereign immunity Green Bay Packers
 Sponsorship agreement and Suite License agreement file # 2019-0666
 Sponsor: Louise Cornelius, Gaming General Manager
- 4. Approve a limited waiver of sovereign immunity RJ Reynolds Tobacco Co 2017 Vapor and Innovations Products plan file # 2019-0462 (10:00 a.m.)

 Sponsor: Michele Doxtator, Area Manager/Retail Profits
- Approve a limited waiver of sovereign immunity RJ Reynolds Tobacco Co 2017 Scan Data Reporting program addendum - file # 2019-0467 Sponsor: Michele Doxtator, Area Manager/Retail Profits

6. Accept the Retail Budget Formulation report

Sponsor: Michele Doxtator, Area Manager/Retail Profits

- 7. Accept the Children's Code implementation report as information (1:30 p.m.)
 Sponsor: Deborah Thundercloud, General Manager
- 8. Determine next steps regarding Oneida Trust Enrollment Committee dispute resolution

Sponsor: Kirby Metoxen, Councilman

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9. Review application(s) for one (1) vacancy - Oneida Environmental Resource Board

Sponsor: Lisa Summers, Secretary

- 10. Review application(s) for five (5) vacancies Oneida Nation Arts Board Sponsor: Lisa Summers, Secretary
- 11. Review application(s) for two (2) vacancies Oneida Nation School Board Sponsor: Lisa Summers, Secretary
- 12. Review application(s) for one (1) vacancy Oneida ESC Group, LLC Board of Managers

Sponsor: Lisa Summers, Secretary

13. Review recommendation - Oneida Election Board alternates - 2019 Special Election

Sponsor: Vicki Cornelius, Chair/Oneida Election Board

XV. 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

Special recognition o Onteida Business Commistitue Agents a Request Representative

1. Meeting Date Requested: 07 / 10 / 19
2. General Information:
Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Announcement/Recognition
☐ Accept as Information only
☐ Accept as mormation only☐ Action - please describe:
Retirement Recognition - Cindy Vandenberg from Pharmacy - 28 Years with the Oneida Nation
Retirement Recognition - Ciridy variations from Tharmacy - 20 Tears with the Oricida Nation
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: Debbie Danforth, Division Director/Operations
Primary Requestor/Submitter: Your Name, Title / Dept. or Tribal Member
Additional Requestor: Name, Title / Dept.
Additional Requestor: Name, Title / Dept.

_	CANAL	Memo	
n.	LOVer	wemo	1:

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

ldy Vandenberg has retired from the Oneida Pharmacy. I am submitting this request on behalf of James Poels o would like to formally recognize Cindy at the BC meeting on July 10th.

- 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

Special recognition for Yenda Bushness Committee Agenda Request

1. Meeting Date Requested: 0	<u>17 / 10 / 19</u>
2. General Information: Session: ⊠ Open ☐ Execu	rtive - See instructions for the applicable laws, then choose one:
Agenda Header: Announceme	nt/Recognition
☐ Accept as Information only☑ Action - please describe:	
	resentation of Years of Service Certificates and Award to twenty-one (21) te supervisor along with the Business Committee.
3. Supporting Materials ☐ Report ☐ Resolution ☑ Other: 1.List of employees to be r	☐ Contract ecognized 3.
2.	4.
☐ Business Committee signatur	re required
4. Budget Information Budgeted - Tribal Contribution	on Budgeted - Grant Funded Unbudgeted
5. Submission	Moraldy of Dan Lot 6/10/19
Authorized Sponsor / Liaison:	Geraldine Danforth, Area Manager/Human Resource Department
Primary Requestor/Submitter:	Your Name, Title / Dept. or Tribal Member
Additional Requestor:	Name, Title / Dept.
Additional Requestor:	Name, Title / Dept.

6	Cover	Memo	•
u.	COVE	14161110	4

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

HRD coordinates efforts, on a quarterly employees who have reached the 25+ the certificate to be presented to the Y	ly basis, with all supervisors and the Business Committee to recognize + years milestone. With the assistance from each supervisor, HRD will create Years of Service recipient.
The number of recipients for 3rd Quartherefore, we broke the 3rd Quarter re	rter 2019 is 42 as compared to an average of 20 recipients in past quarters, ecipients into 2 groups. This is the first group to be recognized on July 10th.
-	

- 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 ${f SINGLE}$ *.pdf file to: BC_Agenda_Requests@oneidanation.org

YEARS OF SERVICE RECIPIENTS 3RD OUARTER 2019 APRIL - JUNE

NAME	SUPERVISOR	DOH YOS	JULY 10TH GROUP 1
JOHNSON, JEAN M	JANSSEN,KEITH A	May 21, 1979 40	
HUFF,JUSTINE A	METOXEN,BARBARA R	May 14, 1984 35	
WERSTER VELVIOL	DANFORTH-ANDERSON, MICHELLE M	May 18, 1984 35	
DOXIATOR, SUSAN A	JENKINS, LINDIA R	May 24, 1984 35	
BENTON, NATHALIE	KRIESCHER, MARI I	May 1, 1989 30	
NINHAM, TIMOTHY D	KING, JASON	May 6, 1989 30	
CREEN, JEWNUER H	DUBOIS,CHERYLL	Apr 4, 1994 25	
CHRISTENSEN,MARK T	HOUSE,DAKOTA K	Apr 4, 1994 25	
SKEWANDORESHELLY	TÖRREZ/THERESA M	Apr 11, 1994 25	
MAHLIKI KOODI.	DUQUAINE,LINDA M	Apr. 12, 1994 25	
TOPINGON, SR, DENNIS J	BOYLE,JACQUE	Apr 18, 1994 25	
KERKIDWAINE N	REED, WILLIAM 3	Apr 18, 1994 25	
WEBER,ALLAN A	REED, WILLIAM J	Apr 18, 1994 25	
BARTE, LISA A	JAMOWSKI, HEIDI	Apr. 18, 1994 25	
MOORE, VAUGHN D	TRUTTMANN,BARBARA I	Apr 18, 1994 25	
KING/CARLI	DANFORTH, ALFRED	Apr 25, 1994 25	
BOYLE, JACQUE L	YELLOWBERD-STEVENS, BRANDON I.	Apr 25, 1994 25	
MATCHOPATOW, JSA A	SANTIAGO, OHERICE A	Apr 26, 1994 25	
JOHN,KEVIN E	JOHN, SHAME O	May 2, 1994 25	
FELS, DANUEL	DOHNSON, SR, DENNIS J	May 2, 1994 25	

YEARS OF SERVICE RECIPIENTS 3RD QUARTER 2019 APRIL - JUNE

NAME	SUPERVISOR	DOH	YOS	JULY 24TH GROUP 2
		wa ka kata a	set married :	
JORGENSEN,TINA M	KRAWCZYK,ERIC R	May 2, 1994	25	An ser up a distribution de la companya del companya de la companya de la companya del companya de la companya del companya de la companya de la companya de la companya del companya de la companya del companya de la companya de la companya de la companya de la companya del companya de la companya de la companya de la companya de la companya del
DENNY,MATTHEW J	DANFORTH,GERALDINE R	May 9, 1994	25	
DIEMEL,CHAD M	MOORE, VAUGHN D	May 9, 1994	25	
HERZOG,MISTYLEE R	METOXEN,MITCHEL R	May 9, 1994	25	
CORNELIUS, ROSITTA M	PREVOST, JEFFREY L	May 10, 1994	25	
REITER,HARRIET A	PEGUERO,YVETTE M	May 24, 1994	25	
CORNELIUS, TERRY A	BARTON,LAWRENCE E	Jun 6, 1994	25	
HAWPETOSS,RICHARD T	DANFORTH,ERWIN R	Jun 6, 1994	25	
KINJERSKI,KELLY L	LARSON,DAVID L	Jun 6, 1994	25	
RASMUSSEN,KAREN M	SANTIAGO,CHERICE A	Jun 7, 1994	25	
SMITH,KAREN V	BOYLE,JACQUE	Jun 7, 1994	25	
THOMAS,INEZ S	WILLIAMS,TRACY M	Jun 13, 1994	25	
BENNETT,CATHERINE J	MOORE,PATRICIA S	Jun 14, 1994	25	
JOHNSON, JACQUELINE	CONWAY,LOUCINDA K	Jun 14, 1994	25	
URBANEK,MISTI M	ANDERSON, JENNIFER J	Jun 14, 1994	25	
BELLEAU,LISA	MOORE,ALEX K	Jun 21, 1994	25	
JORDAN,EARL E	PETITJEAN,MICKEY R	Jun 21, 1994	25	
VANLAANEN,JAMES G	GARVEY,MARLENE H	Jun 21, 1994	25	
EDWARDS,MICHELLE L	LEMKE,ANNA M	Jun 29, 1994	25	
FISHLER,MARIA L	REED,WILLIAM J	Jun 29, 1994	25	
TETEAK,JULIE A	HILL,CS	Jun 29, 1994	25	
VANIA,ANTHONY R	REED,WILLIAM J	Jun 29, 1994	25	

Audit Committee - James R. Skenandore Jr.

1. Meeting Date Requested: 07 / 10 / 19	
2. General Information: Session: Open Executive - See instruction	s for the applicable laws, then choose one:
Agenda Header: Oaths of Office	
☐ Accept as Information only☒ Action - please describe:	
Administer Oath of Office to James R. Skenandore	Jr. for the Audit Committee.
3. Supporting Materials Report Resolution Contract Other:	
1.	3.
2.	4.
۷.	4
☐ Business Committee signature required	
4. Budget Information ☐ Budgeted - Tribal Contribution ☐ Budgeted	Grant Funded Unbudgeted
5. Submission	
Authorized Sponsor / Liaison: Lisa Summers, Secre	tary
Primary Requestor/Submitter: Brooke Doxtator, BC	•
Additional Requestor: Name, Title / Dept.	
Additional Requestor: Name, Title / Dept.	

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

On June 12, 2019 the Oneida Business Committee appointed James R. Skenandore Jr. to the Audit Committee.

- 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 Election Board Alternates

1. Meeting Date Requested: 07 / 10 / 19			
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:			
Agenda Header: Oaths of Office			
Agenda neader. Oaths of Office			
☐ Accept as Information only			
Administer Oath of Office to Alternates on the Oneida Election Board			
3. Supporting Materials Report Resolution Contract Other: 1.			
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: Aliskwet Ellis, BCC Recording Clerk Your Name, Title / Dept. or Tribal Member			
Additional Requestor: Name, Title / Dept. or Tribal Member Name, Title / Dept.			
Additional Requestor:			
Name Title / Dent			

6. Cover Memo:

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

- 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 Veterans Affairs Committee - Kenneth House Sr.

1. Meeting Date Requested: <u>07</u> / <u>10</u> / <u>19</u>

2. General Information: Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:		
Agenda Header: Oaths of Office		
 ☐ Accept as Information only ☒ Action - please describe: 		
Action - please describe: Administer Oath of Office to Kenneth House Sr. for the Oneida Nation Veterans Affairs Committee.		
Naminister outrior office to remetit flouse si. for the official Nation veteralis Affairs committee.		
3. Supporting Materials Report Resolution Contract		
Other:		
1.		
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, BCC Supervisor		
Your Name, Title / Dept. or Tribal Member		
Additional Requestor:		
Name, Title / Dept.		
Additional Requestor:		
Name, Title / Dept.		

6.	Cover Memo:

Describe the purpose,	background/history.	and action re	eauested:

On June 12, 2019 the Oneida Business Committee appointed Kenneth House Sr. to the Oneida Nation Veterans Affairs Committee.

- 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

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Oneida Business Committee Agenda Request

Southeastern Wisconsin Oneida Tribal Services Advisory Board - Kathleen "Kitty" Hill

1. Meeting Date Requested: 0	<u>17</u> / <u>10</u> / <u>19</u>		
2. General Information: Session: Open Executive:	tive - See instructions for the applicable laws, then choose one:		
Agenda Header: Oaths of Offic	е		
 ☐ Accept as Information only ☑ Action - please describe: 			
Administer Oath of Office to Advisory Board.	Kathleen "Kitty" Hill for the Southeastern Wisconsin Oneida Tribal Services		
3. Supporting Materials Report Resolution Contract Other:			
1. 3.			
2.	4.		
☐ Business Committee signature required			
4. Budget Information ☐ Budgeted - Tribal Contribution	n 🔲 Budgeted - Grant Funded 🔲 Unbudgeted		
5. Submission			
Authorized Sponsor / Liaison:	Lisa Summers, Secretary		
Primary Requestor/Submitter:	Brooke Doxtator, BCC Supervisor Your Name, Title / Dept. or Tribal Member		
Additional Requestor:	Name, Title / Dept.		
Additional Requestor:	Name, Title / Dept.		

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

On June 12, 2019 the Oneida Business Committee appointed Kathleen "Kitty" Hill to the Southeastern Oneida Tribal Services Advisory 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

1.	Meeting Date Requested:	07/10/19
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 Not Applicable	☐ Budgeted – Grant Funded☐ Unbudgeted☐ Other: Describe
5.	Submission:	
	Authorized Sponsor:	Lisa Summers, Secretary
	Primary Requestor:	
	Additional Requestor:	(Name, Title/Entity)
	Additional Requestor:	(Name, Title/Entity)
	Submitted By:	



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

Minutes

EXECUTIVE SESSION

Present: Vice-Chairman Brandon Stevens, Secretary Lisa Summers, Councilmembers: Daniel Guzman

King, David P. Jordan, Jennifer Webster;

Not Present: Chairman Tehassi Hill, Treasurer Trish King, Councilman Kirby Metoxen;

Arrived at: Councilman Ernie Stevens III at 9:11 a.m.;

Others present: James Bittorf, Larry Barton, Debbie Thundercloud, Lisa Liggins, Laura Laitinen-Warren,

Troy Parr, Nicole Rommel, Troy Parr, Jacque Boyle, Eric McLester, Jessica Wallenfang;

REGULAR MEETING

Present: Vice-Chairman Brandon Stevens, Council members: Daniel Guzman King, David P. Jordan,

Kirby Metoxen, Ernie Stevens III, Jennifer Webster;

Not Present: Chairman Tehassi Hill, Secretary Lisa Summers, Treasurer Trish King;

Arrived at: n/a

Others present: Jo Anne House, Larry Barton, Lisa Liggins, Judith L. Jourdan, Geraldine Danforth, Chris Johnson, Josh Cottrell, Eric Mc Lester, Chris J. Cornelius, Clorissa Santiago, Mike Troge, Michael Mousseau, Loretta V. Metoxen, Cheryl DuBois;

I. CALL TO ORDER

Meeting called to order by Vice-Chairman Brandon Stevens at 8:32 a.m.

For the record: Chairman Tehassi Hill, Secretary Lisa Summers, and Treasurer Trish King are out on pre-planned vacation.

II. OPENING (00:00:15)

Opening provided by Councilman Daniel Guzman King.

A. Kahletsyalúsla - Recognition of Edna "Edi" Cornelius-Grosskopf, Judi Jourdan, and Adrianna Pelky (00:01:00)

Sponsor: Jennifer Webster, Councilwoman

Recognition by Councilwoman Jennifer Webster of 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.

III. ADOPT THE AGENDA (00:21:00)

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

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

IV. OATH OF OFFICE

Burdeena Endhunter not present.

A. Oneida Nation Arts Board - Burdeena Endhunter (00:22:05)

Sponsor: Lisa Summers, Secretary

For the record: Vice-Chairman Brandon Stevens stated we will follow the Board, Committees, Commissions law by going to the original pool of applicants to appoint.

V. MINUTES

A. Approve the May 22, 2019, regular Business Committee meeting minutes (00:23:26)

Sponsor: Lisa Summers, Secretary

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

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

B. Approve the May 23, 2019, quarterly reports Business Committee meeting minutes (00:23:50)

Sponsor: Lisa Summers, Secretary

Motion by Kirby Metoxen to approve the May 23, 2019, quarterly reports Business Committee meeting minutes, seconded by Ernie Stevens III. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

C. Approve the June 3, 2019, special Business Committee meeting minutes (00:24:16)

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to approve the June 3, 2019, special Business Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III. Jennifer Webster

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 (00:24:33)

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to adopt resolution 06-12-19-A Authorizing the Purchase of Extrication Equipment for the Village of Hobart using Self-Governance Funds for the purpose of Fire Protection Services, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

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 (00:26:25)

Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to adopt resolution 06-12-19-B Authorizing the Transfer of General Self-Governance Funds to the Town of Oneida for the Purchase of a Back-up Generator System, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

C. Adopt resolution entitled Support for the Indian Buffalo Management Act (00:28:10)

Sponsor: Larry Barton, Chief Financial Officer

Motion by Jennifer Webster to adopt resolution 06-12-19-C Support for the Indian Buffalo Management Act, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

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 (00:30:54)

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

Motion by Daniel Guzman King to adopt resolution 06-12-19-D 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, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

E. Adopt resolution entitled Approval of Use of Economic Development,
Diversification and Community Development Fund for a Lacrosse Box (00:35:52)
Sponsor: Ernie Stevens III. Councilman

Motion by David P. Jordan to adopt resolution 06-12-19-E Approval of Use of Economic Development, Diversification and Community Development Fund for a Lacrosse Box, Project ED19-011, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

For the record: An updated resolution was provided as a handout.

F. Adopt resolution entitled Authorizing Use of Employee Time to Build the Inaugural Community Box Lacrosse Field at Cora House Park (00:45:34)

Sponsor: Ernie Stevens III, Councilman

Motion by David P. Jordan to adopt resolution 06-12-19-F Supporting the Community Build Concept regarding the Inaugural Community Box Lacrosse Field at Cora House Park, with the five (5) noted changes [1) update the title; 2) delete lines 37-42; 3) delete lines 47-49; 4) add a resolve regarding reporting on project; and 5) add a resolve regarding authorities and goals], seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

VII. APPOINTMENTS

A. Determine next steps regarding one (1) vacancy with term ending February 28, 2020 - Southeastern Wisconsin Oneida Tribal Services Advisory Board (00:59:25) Sponsor: Lisa Summers, Secretary

Motion by Daniel Guzman King to appoint Kitty Hill to the Southeastern Wisconsin Oneida Tribal Services Advisory Board for a term ending February 28, 2020, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

B. Determine next steps regarding two (2) vacancies with terms ending March 31, 2020 and March 31, 2021 - Oneida Personnel Commission (01:00:20)

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to re-post two (2) vacancies on the Oneida Personnel Commission per the § 105.5-5.(b), seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

For the record: Previously, at the April 10, 2019, regular Business Committee meeting, these vacancies were re-noticed per § 105.7-1.(c)(2). The two individuals listed as applicants in today's meeting materials were included in error.

C. Determine next steps regarding one (1) vacancy with term ending February 28, 2022 - Audit Committee (01:01:20)

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to appoint James R. Skenandore Jr. to the Audit Committee for a term ending February 28, 2022, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

D. Determine next steps regarding one (1) vacancy with term ending December 31, 2022 - Oneida Nation Veterans Affairs Committee (01:02:00)

Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to appoint Kenneth House Sr. to the Oneida Nation Veterans Affairs Committee for a term ending December 31, 2022, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

VIII. STANDING COMMITTEES

A. FINANCE COMMITTEE

1. Approve the June 3, 2019, regular Finance Committee meeting minutes (01:02:34)

Sponsor: Trish King, Treasurer

Motion by David P. Jordan to approve the June 3, 2019, regular Finance Committee meeting minutes, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III. Jennifer Webster

B. LEGISLATIVE OPERATING COMMITTEE

1. Accept the May 15, 2019, regular Legislative Operating Committee meeting minutes (01:03:00)

Sponsor: David P. Jordan, Councilman

Motion by Jennifer Webster to accept the May 15, 2019, regular Legislative Operating Committee meeting minutes, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

IX. TRAVEL REQUESTS

A. Approve the travel request - Councilman Daniel Guzman King - Region 5 Strategic Planning Summit - Bloomington, MN - July 8-11, 2019 (01:03:26)

Sponsor: Daniel Guzman King, Councilman

Motion by David P. Jordan to approve the travel request for Councilman Daniel Guzman King to attend the Region 5 Strategic Planning Summit in Bloomington, MN - July 8-11, 2019, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

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 (01:04:25)

Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to enter the 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, seconded by David P. Jordan. Motion carried:

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

Webster

Abstained: Ernie Stevens III

Not Present: Tehassi Hill, Trish King, Lisa Summers

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X. NEW BUSINESS

A. Approve a limited waiver of sovereign immunity - Wisconsin Public Service request for service - file # 2019-0419 (01:04:55)

Sponsor: Jacque Boyle, Division Director/Public Works

Motion by Jennifer Webster to approve a limited waiver of sovereign immunity for the Wisconsin Public Service request for service - file # 2019-0419, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

B. Approve a limited waiver of sovereign immunity - Wisconsin Public Service requests for service and Distribution Facilities Installation agreement - file # 2019-0614 (01:06:47)

Sponsor: Jacque Boyle, Division Director/Public Works

Motion by David P. Jordan to approve a limited waiver of sovereign immunity for the Wisconsin Public Service requests for service and Distribution Facilities Installation agreement - file # 2019-0614, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

C. Approve a limited waiver of sovereign immunity - Shift4 Payments, LLC, Merchant Processing agreement-Merchant application - file # 2019-0592 (01:07:20)

Sponsor: Louise Cornelius, Gaming General Manager

Motion by Jennifer Webster to approve a limited waiver of sovereign immunity for the Shift4 Payments, LLC, Merchant Processing agreement-Merchant application - file # 2019-0592, seconded by Daniel Guzman King. Motion carried:

Aves: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

D. CDC # 18-010 – Approve two (2) requested actions (01:08:39)

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

Motion by Jennifer Webster to approve a procedural exception to forgo Phase II of the CIP process and approve the CIP Package for project CDC #18-010 Food Distribution Store Concept, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

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 (01:14:05)

Sponsor: David P. Jordan, Councilman

Motion by Ernie Stevens III to deny the submission of a request by the Homeless Shelter Team to the Economic Development, Diversification and Community Development Fund for a facility renovation and send to the Community Development Planning Committee for the CIP process review, seconded by Daniel Guzman King. Motion failed:

Ayes: Daniel Guzman King, Ernie Stevens III

Opposed: David P. Jordan, Kirby Metoxen, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Motion by Kirby Metoxen to approve the submission of a request by the Homeless Shelter Team to the Economic Development, Diversification and Community Development Fund for a facility renovation, seconded by Jennifer Webster. Motion carried:

Aves: David P. Jordan, Kirby Metoxen, Jennifer Webster

Opposed: Daniel Guzman King, Ernie Stevens III Not Present: Tehassi Hill, Trish King, Lisa Summers

F. Post eight (8) vacancies for alternates on the Oneida Election Board for the 2019 Special Election (01:32:10)

Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to post eight (8) vacancies for alternates on the Oneida Election Board for the 2019 Special Election, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

G. Post one (1) vacancy - Oneida Personnel Commission (01:32:36)

Sponsor: Lisa Summers, Secretary

Motion by Kirby Metoxen to post one (1) vacancy for the Oneida Personnel Commission, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

H. Re-post four (4) vacancies for the Oneida Youth Leadership Institute - Board of Directors (01:33:03)

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to re-post four (4) vacancies for the Oneida Youth Leadership Institute - Board of Directors, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

I. Approve the Oneida Head Start /Early Head Start Selection Criteria for 2019-2020 (01:33:54)

Sponsor: Jennifer Webster, Councilwoman

Motion by Jennifer Webster to approve the Oneida Head Start/Early Head Start Selection Criteria for 2019-2020, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

XI. REPORTS

A. APPOINTED BOARDS, COMMITTEES, COMMISSIONS

1. Accept the Oneida Community Library Board FY-2019 2nd quarter report (01:36:10); (01:56:45)

Sponsor: Dylan Benton, Chair/OCLB

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

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Item XII.B.1. is addressed next.

Motion by Jennifer Webster to rescind the prior action, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Motion by Jennifer Webster to defer the Oneida Community Library Board FY-2019 2nd quarter report to the July 10, 2019, regular Business Committee meeting and request the OBC liaison communicate with the Board, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Item XIII.A.1. is addressed next.

B. ELECTED BOARDS, COMMITTEES, COMMISSIONS

1. Accept the Oneida Land Claims Commission FY-2019 2nd quarter report (01:37:47)

Sponsor: Loretta V. Metoxen, Chair/OLCC

Motion by Kirby Metoxen to accept the Oneida Land Claims Commission FY-2019 2nd quarter report, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

2. Accept the Oneida Land Commission FY-2019 2nd quarter report (01:54:04)

Sponsor: Rae Skenandore, Chair/OLC

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

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Item XI.A.1. is re-addressed next.

XII. EXECUTIVE SESSION

A. REPORTS

1. Accept the Chief Counsel report (01:59:20)

Sponsor: Jo Anne House, Chief Counsel

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

Aves: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Motion by Jennifer Webster to approve the recommended settlement offer in the memorandum dated June 11, 2019, seconded by David P. Jordan. Motion carried:

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

Opposed: Daniel Guzman King, Ernie Stevens III

Abstained: Kirby Metoxen

Not Present: Tehassi Hill, Trish King, Lisa Summers

2. Accept the Self-Governance report (02:00:34)

Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

Motion by David P. Jordan to accept the Self-Governance report, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Motion by Jennifer Webster to direct the Intergovernmental Affairs and Communications Director to formulate a media plan for the Self-Governance Funds presentation, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

B. AUDIT COMMITTEE

Accept the May 16, 2019, regular Audit Committee meeting minutes (02:00:54)
 Sponsor: David P. Jordan, Councilman

Motion by Jennifer Webster to accept the May 16, 2019, regular Audit Committee meeting minutes, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

2. Accept the Final Judiciary – Appellate and Trial Court performance assurance audit and lift the confidentiality requirement (02:01:17)

Sponsor: David P. Jordan, Councilman

Motion by David P. Jordan to accept the Final Judiciary – Appellate and Trial Court performance assurance audit and lift the confidentiality requirement, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

3. Accept the Final Judiciary – Family Court performance assurance audit and lift the confidentiality requirement (02:01:40)

Sponsor: David P. Jordan, Councilman

Motion by Jennifer Webster to accept the Final Judiciary – Family Court performance assurance audit and lift the confidentiality requirement, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

4. Accept the Mississippi Stud rules of play compliance audit and lift the confidentiality requirement (02:02:08)

Sponsor: David P. Jordan, Councilman

Motion by Ernie Stevens III to accept the Mississippi Stud rules of play compliance audit and lift the confidentiality requirement, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III. Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

5. Accept the Three Card Poker rules of play compliance audit and lift the confidentiality requirement (02:02:32)

Sponsor: David P. Jordan, Councilman

Motion by David P. Jordan to accept the Three Card Poker rules of play compliance audit and lift the confidentiality requirement, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

6. Accept the Ultimate Texas Hold'em rules of play compliance audit and lift the confidentiality requirement (02:02:52)

Sponsor: David P. Jordan, Councilman

Motion by Jennifer Webster to accept the Ultimate Texas Hold'em rules of play compliance audit and lift the confidentiality requirement, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

C. UNFINISHED BUSINESS

1. Adopt resolution entitled Finalizing the Dissolution of Oneida Seven Generations Corporation (02:03:46)

Sponsor: Jo Anne House, Chief Counsel

Motion by Jennifer Webster to move resolution the entitled Finalizing the Dissolution of Oneida Seven Generations Corporation to open session, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Motion by David P. Jordan to adopt resolution 06-12-19-G Finalizing the Dissolution of Oneida Seven Generations Corporation with the two (2) noted changes [1) in line 55, change "shall" to "may"; and 2) at the end of line 56, add "in accordance with an approved transition plan"], seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Motion by Ernie Stevens III to approve the Commercial Property Development & Leasing Strategy concept and direct the team to create a transition plan and bring back [to the Business Committee] within 60 days, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Motion by David P. Jordan to request Finance to work with the team to identify the liability amounts that need to be included in the FY-2020 budget, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

2. Review case # NG-019-14 and # NG-019-016 (02:06:07)

Sponsor: David P. Jordan, Councilman

Motion by David P. Jordan to defer the review of case # NG-019-14 and # NG-019-016 to the July 10, 2019, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

3. File # 2019-GMDR03-01 - Determine next steps (02:06:38)

Sponsor: Tehassi Hill, Chairman

Motion by David P. Jordan to accept complaint # 2019-GMDR03-01 as having merit, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Motion by Jennifer Webster to assign the OBC Officers and the General Manager to investigate the complaint, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

4. Complaint # 2019-CC-01 - Accept the closeout report and approve the recommended actions (02:07:27)

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

Motion by Ernie Stevens III to accept the final report dated June 5, 2019, regarding complaint # 2019-CC-01, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Motion by Jennifer Webster to approve the recommended actions listed in the final report, seconded by Ernie Stevens III. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

Motion by Jennifer Webster to direct the General Manager to come back with a recommendation at the August 14, 2019, regular Business Committee meeting, seconded by Ernie Stevens III. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

D. NEW BUSINESS

1. File # ED19-010 - Complete an initial review (02:08:58)

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

Motion by David P. Jordan to appoint a Tier I review for file # ED19-010, seconded by Jennifer Webster. Motion carried:

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

Webster

Abstained: Ernie Stevens III

2. Approve two (2) actions regarding a judicial resignation (02:09:37)

Sponsor: Tehassi Hill, Chairman

Motion by Ernie Stevens III to declare a vacancy on the Judiciary due to a resignation and send notice to the Election Board to prepare a special election for the vacancy, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

3. Approve the attorney contract - Quarles & Brady LLP - file # 2019-0633 (02:10:00)

Sponsor: Jo Anne House, Chief Counsel

Motion by Jennifer Webster to approve the attorney contract for Quarles & Brady LLP - file # 2019-0633, seconded by Ernie Stevens III. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

4. Approve a limited waiver of sovereign immunity - Baker Tilly Virchow Krause LLP agreement - file # 2019-0591 (02:10:23)

Sponsor: Larry Barton, Chief Financial Officer

Motion by David P. Jordan to approve a limited waiver of sovereign immunity for the Baker Tilly Virchow Krause LLP agreement - file # 2019-0591, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

5. Discuss vacancy and nominations for the Department of Health and Human Services Secretary's Tribal Advisory Committee (STAC) (02:11:00)

Sponsor: Tehassi Hill, Chairman

Motion by Ernie Stevens III to accept the discussion regarding the vacancy and nominations for the Department of Health and Human Services Secretary's Tribal Advisory Committee (STAC) as information and support the nomination of Councilwoman Jennifer Webster as a National At-Large Primary Delegate, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

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Abstained: Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

6. Accept the Annual Project Targets progress matrix as information (02:11:44)

Sponsor: Brandon Stevens, Vice-Chairman

Motion by Jennifer Webster to accept the Annual Project Targets progress matrix discussion as information, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III. Jennifer Webster

DRAFT

7. Review application(s) for one (1) vacancy with term ending February 28, 2020 - Southeastern Wisconsin Oneida Tribal Services Advisory Board (02:12:18)

Sponsor: Lisa Summers. Secretary

Motion by Jennifer Webster to accept the discussion regarding the application(s) for one (1) vacancy on the Southeastern Wisconsin Oneida Tribal Services Advisory Board, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

8. Review application(s) for two (2) vacancies with terms ending March 31, 2020 and March 31, 2021 - Oneida Personnel Commission (02:12:38)

Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to accept the discussion regarding the application(s) for two (2) vacancies on the Oneida Personnel Commission, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

9. Review application(s) for one (1) vacancy with term ending February 28, 2022 - Audit Committee (02:12:57)

Sponsor: Lisa Summers, Secretary

Motion by Kirby Metoxen to accept the discussion regarding the application(s) for one (1) vacancy on the Audit Committee, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

10. Review application(s) for one (1) vacancy with term ending December 31, 2022Oneida Nation Veterans Affairs Committee (02:13:16)

Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to accept the discussion regarding the application(s) for one (1) vacancy on the Oneida Nation Veterans Affairs Committee, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers

DRAFT

XIII. ADJOURN (02:13:16)

Motion by Ernie Stevens III to adjourn at 10:46 a.m., seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens

III, Jennifer Webster

Not Present: Tehassi Hill, Trish King, Lisa Summers



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

Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

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Oneida Business Committee Agenda Request

Enter e-poll results into the record regarding the adopted the resolution entitled Rural Housing...

1. Meeting Date Requested: 07	7 / 10 / 19
2. General Information: Session: Open Execut	ive - See instructions for the applicable laws, then choose one:
Agenda Header: Resolutions	
☐ Accept as Information only☑ Action - please describe:	
Enter e-poll results into the re- Program Grant Application	cord regarding the adopted the resolution entitled Rural Housing Preservation
3. Supporting Materials ☐ Report ☐ Resolution ☐ Other:	☐ Contract
1. E-mails with request and r	esults 3.
2. BC Agenda Request and si	upporting materials 4.
☐ Business Committee signature	required
4. Budget InformationBudgeted - Tribal Contribution	Budgeted - Grant Funded Unbudgeted
5. Submission	
Authorized Sponsor / Liaison:	Lisa Summers, Secretary
Primary Requestor/Submitter: 5	Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office Your Name, Title / Dept. or Tribal Member
Additional Requestor:	Requestor: George Skenandore, Division Director/Governmental Services Name, Title / Dept.
Additional Requestor:	Name, Title / Dept.

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From: TribalSecretary

Sent: Wednesday, July 03, 2019 10:16 AM

To: TribalSecretary; 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: BC_Agenda_Requests; 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: Adopt the resolution entitled Rural Housing Preservation

Program Grant Application

Attachments: BCAR Adopt the resolution entitled Rural Housing Preservation Program Grant

Application.pdf

Importance: High

E-POLL RESULTS

The e-poll to adopt the resolution entitled Rural Housing Preservation Program Grant Application, <u>has</u> <u>been approved</u>. As of the deadline, below are the results:

Support: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, 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: Monday, July 01, 2019 3:23 PM

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

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<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>; Rhiannon R.

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

Subject: E-POLL REQUEST: Adopt the resolution entitled Rural Housing Preservation Program Grant

Application

Importance: High

E-POLL REQUEST

Summary:

The Elder Services Department would like to apply for a grant from the USDA that can be used to provide home repair services to low income elders who they currently do not have the funds to assist. The program requires a Tribal resolution to show that we have governmental support for our application.

The Grants.gov website shows the grant was posted on May 24 (synopsis attached). The attached Grant Opportunity Form shows when the opportunity was first communicated to the department; prior to June 3. The attached Grant Authorization Form shows when the Division Director authorized the beginning of the internal grant process on June 16. The Grants Department staff was notified on Thursday, June 27, that a resolution would be required for the grant application.

Requested Action:

Adopt the resolution entitled Rural Housing Preservation Program Grant Application.

Deadline for response:

Responses are due no later than 4:30 p.m., TUESDAY, July 2, 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 **Public Packet**

Oneida Business Committee Agenda Request

1. Meeting Date Requested:	/ /
2. General Information: Session: ⊠ Open ☐ Exec	utive - See instructions for the applicable laws, then choose one:
Agenda Header: New Busines	S
☐ Accept as Information only☑ Action - please describe:	
Adopt the resolution entitle	d Rural Housing Preservation Program Grant Application
3. Supporting Materials ☐ Report ☐ Resolution ☐ Other:	☐ Contract
1. Grant Authorization	3.
2.	4.
☐ Business Committee signatu	re required
4. Budget InformationBudgeted - Tribal Contributi	on Budgeted - Grant Funded Unbudgeted
5. Submission	
Authorized Sponsor / Liaison:	George Skenandore, Division Director/GSD
Primary Requestor/Submitter:	Donald Miller, Grant Specialist, Grants Department Your Name, Title / Dept. or Tribal Member
Additional Requestor:	Tracy Smith, Assistant Manager, Elder Services Department Name, Title / Dept.
Additional Requestor:	Name, Title / Dept.

6. Cover Memo:

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

The Elder Services Department would like to apply for a grant from the USDA that can be used to provide home repair services to low income elders who they currently do not have the funds to assist. The program requires a Tribal resolution to show that we have governmental support for our application. The Grants.gov website shows the grant was posted on May 24. The attached Grant Opportunity Form shows when the opportunity was first communicated to the department; prior to June 3. The attached Grant Authorization Form shows when the Division Director authorized the beginning of the internal grant process on June 16. The Grants Department staff was notified on Thursday, June 27, that a resolution would be required for the grant application. Requested Action: Adopt the resolution entitled Rural Housing Preservation Program Grant Application

- 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

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Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # Leave this line blank

1		Rural Housing Preservation Program Grant Application
1 2 3 4 5	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
6 7	WHEREAS,	the Oneida General Tribal Council is the governing body of the Oneida Nation; and
8 9 10	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
11 12	WHEREAS,	the Oneida Nation is committed to assisting Elders to remain in their homes as long as they can; and
13 14 15	WHEREAS,	many Oneida elders have low or very low incomes and are unable to pay for home repairs; and
16 17 18	WHEREAS,	the Oneida Elder Services Department seeks to meet that need by providing major and minor home repairs; and
19 20 21	WHEREAS,	the capacity of the Oneida Elder Services Department is not enough to address all the need for repair assistance existing in our community; and
22 23 24 25 26	WHEREAS,	the United States Department of Agriculture (USDA) Utilities Program offers a no match grant that could be used to expand the capacity of the Oneida Elder Services home repair program.
27 28 29	Services Depa	FORE BE IT RESOLVED, the Oneida Business Committee supports the Oneida Elder rtment's application to the USDA's Rural Housing Preservation Program for \$50,000 to pair service program for low income elders living on the Oneida reservation.





GENERAL INFORMATION	
Document Type:	Grants Notice
Funding Opportunity Number:	USDA-RD-HCFP-HPG-2019
Funding Opportunity Title:	Rural Housing Preservation Grant
Opportunity Category:	Discretionary
Opportunity Category Explanation:	
Funding Instrument Type:	Grant
Category of Funding Activity:	Community Development Housing
Category Explanation:	
Expected Number of Awards:	160
CFDA Number(s):	10.433 Rural Housing Preservation Grants
Cost Sharing or Matching Requiremen	t: No
Version:	Synopsis 3
Posted Date:	May 24, 2019
Last Updated Date:	May 24, 2019
Original Closing Date for Applications	: Jul 08, 2019
Current Closing Date for Applications:	: Jul 08, 2019
Archive Date:	Sep 07, 2019
Estimated Total Program Funding:	\$15,888,420
Award Ceiling:	\$50,000
Award Floor:	\$0

ELIGIBILITY	
Eligible Applicants:	Others (see text field entitled "Additional Information on Eligibility" for clarification) City or township governments Native American tribal organizations (other than Federally recognized tribal governments) Native American tribal governments (Federally recognized) State governments County governments Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions
	of higher education
Additional Information on Eli	gibility: Faith-Based and Community Organizations

ADDITIONAL INFORMATION

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Public Packet Agency Name:

Utilities Programs

Description:

The Rural Housing Service (RHS) announces that it is soliciting applications under its Housing Preservation Grant (HPG) program. The HPG program is a grant program which provides qualified public agencies, private nonprofit organizations, which may include but not be limited to, Faith-Based and Community Organizations, and other eligible entities grant funds to assist very low- and low-income homeowners in repairing and rehabilitating their homes in rural areas. In addition, the HPG program assists rental property owners and cooperative housing complexes in repairing and rehabilitating their units if they agree to make such units available to low- and very low-income persons. This action is taken to comply with Agency regulations found in 7 CFR part 1944, subpart N, which require the Agency to announce the opening and closing dates for receipt of preapplications for HPG funds from eligible applicants. The intended effect of this Notice is to provide eligible organizations notice of these dates.

Link to Additional Information: NOSA for Housing Preservation Grant Program

Grantor Contact Information: If you have difficulty accessing the full announcement electronically, please contact:

Bonnie Edwards-Jackson Finance and Loan Analyst Phone 202 690-0759

For additional questions



GRANT OPPORTUNITY FORM

GRANT NAME/TITLE: Rural Housing Preservation Grant

GRANT AGENCY: USDA - Utilities Programs

CDFA: 10.433

WEBSITE LINK: www.Grants.Gov

PROGRAM CONTACT PERSON: Tracy Smith

PROGRAM DIRECTOR: Eli Metoxen

GRANT AMOUNT: \$50,000.00 (min -\$0.00)

MATCH: None

DUE DATE: July 8, 2019

SYNOPSIS: Duration up to 24 months. Eligibility: Tribal Governments.

Purpose: to assist very low- and low-income homeowners in repairing and rehabilitating their homes in rural areas.

Notes:

1. 160 Anticipated Awards

PLEASE RESPOND BY: June 3, 2019 - IF YOU WOULD LIKE TO APPLY FOR OR

CONSIDER THIS GRANT:

Don Miller: PH# (920) 496-7329 Email – dmiller1@oneidanation.org

GRANT PROPOSAL AUTHORIZATION FORM

ONEIDA GRANTS OFFICE

PH: (920) 496-7330 FAX: (920) 496-7494

<u>Form instructions</u>: Double click on the grey area; a drop down called "form field option box" box will appear. In the "items drop-down list" click on which one you want; then click on the "up" arrow move it to the top and click on ok. In the reporting area: Double click on the box you want to put an "x" in. A "check box form field" box will appear, in "under default value" click on "checked" then ok.

PROGRAM INI	FORMATI	ION		
Department: Elder Services				
Program: Elder Housing Services Program Accountant: Pat Fisken				
Person Responsible for proposal development: Tracy Smith Phone: (9			(920) 869-6846	
Person Responsible for grant administration: Eli Metoxen Phone: (920) 869-			(920) 869-2248	
Project Title: Elder Housing Preservation Program			<u> </u>	·
GRANT INFO	RMATIO	N		
Name of Funding Source: USDA – Utilities Program]	Type (pick one	e): Grant
Title of Grant: Rural Housing Preservation Grant			CFDA No:	10.433
Application Deadline: July 8, 2019	on Deadline: July 8, 2019 Grant Amount: \$50,000.00		.00	
Project Period: 24 Budget Period: 24		Type of Pro	oject (pick one	e): Elder Services
Match Requested (% or \$): \$ N/A Match Type (pick one): N/A				
Is a Tribal resolution required? If yes, please notify G	rants Offic	ce immedia	tely.	
Will this grant create a: New position No Committee	No Com	mission No	o Board No	
Will this grant fund an existing position? No Name	of Positic	on(s):		
If YES, attach draft job description for all grant funded populated out when grant funding ends.	sitions. <u>PL</u>	EASE NOTI	E: Position/er	nployee will be
			•	
Project Proposal Summary (must analyse all these	o augotic	una). The se	rmono hanelis	(n) whore is the
<u>match coming from, are there any other programs collaboration:</u> Program will help elders stay in the way.	orating, trav	<u>vel justificati</u>	on, position jus	<u>tification, or</u>
List any capital expenditures (cap ex), technology expens appropriate Cap ex, CIP or Technology SOP for each Vendors: Verified that Vendors contracted with are Not *Prior to entering into contracts with vendors, to ensure the vendors are not suspended or deba	purchase OT susper they will be	request.): N nded/debari	NONE red: Yes ☐ ∃	No 🗌 NA 🗍
Reporting: Quarterly X Semi-Annually	Yearly	/ 🗌 Na	arrative 🗌	Financial 🗌

SIGNATURES

Your signature authorizes the person responsible for proposal development to work with the Grants Office when applying for funding and acknowledges your responsibility to successfully administer all requirements of this grant throughout the project period and budget period.

SIGNATURE VERIFIES & APPROVES MATCH

George Skenandore Digitally signed by George Skenandore Date: 2019.06.16 14:06:32 -05'00'

4. Division/Non-Division Director Signature SIGNATURE APPROVES GRANT PROJECT & MATCH

5. Grants Office Signature

FINAL SIGNATURE PRIOR TO OBTAINING OBC SIGNATURES

Revised: 12/19/16

GO-001

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Oneida Business Committee Agenda Request

Determine next steps regarding one (1) vacancy with term ending September 30, 2021 - Oneida...

1. Meeting Date Requested: 07 / 10 / 19
2. General Information:
Session: 🗵 Open 🗌 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Appointments
Accept as Information only
☐ Accept as Information only☐ Action - please describe:
Determine next steps regarding one (1) vacancy with term ending September 30, 2021 - Oneida Environmental Resource Board
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
3. Submission
Authorized Sponsor / Liaison: Lisa Summers, Secretary
Authorized Sportson, Eldison.
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.

6. Cover Memo:

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

One (1) vacancy was posted for the Oneida Environmental Resource Board to complete the remainder of a term ending September 30, 2021.
The application deadline was June 14, 2019 and one (1) application was received for the following applicant:
Todd K. 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

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Oneida Business Committee Agenda Request

Determine next steps regarding five (5) vacancies with terms ending February 29, 2020, February 28,...

1. Meeting Date Requested: 07 / 10 / 19
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Appointments
 □ Accept as Information only ☑ Action - please describe: □ Determine next steps regarding five (5) vacancies with terms ending February 29, 2020, February 28, 2021 and February 28, 2022 - Oneida Nation Arts Board
3. Supporting Materials Report Resolution Contract Other: 1. 3.
2.
☐ Business Committee signature required
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted 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.

6. Cover Memo:

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

Five (5) vacancies were posted for the Oneida Nation Board to complete the remainder of multiple terms ending February 29, 2020, February 28, 2021, and February 28, 2022.
The application deadline was June 14, 2019 and two (2) applications were received for the following applicants:
Dawn Walschinski Chris Powless
Recommended action:
Request to appoint applicant(s) or reject the applicant(s), and to re-post the remaining vacancies.

- 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

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Oneida Business Committee Agenda Request

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

1. Meeting Date Requested: 07 / 10 / 19
2. General Information: Session: ☑ Open ☐ Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Appointments
 □ Accept as Information only ☑ Action - please describe: □ Determine next steps regarding two (2) vacancies with terms ending July 31, 2020 and July 31, 2021 - Oneida Nation School Board
3. Supporting Materials Report Resolution Contract Other: 1.
24
☐ 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.

6. Cover Memo:

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

Two (2) vacancies were posted for the Oneida Nation School Board to complete the remainder of terms ending July 31, 2020 and July 31, 2021.
The application deadline was June 14, 2019 and two (2) applications were received for the following applicants:
Sylvia Cornelius Shanna Torres
Recommended action:
Request to appoint applicant(s) or reject the applicant(s), and to re-post the remaining vacancies.

- 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

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Oneida Business Committee Agenda Request

Determine next steps regarding one (1) vacancy with term ending June 20, 2022 - Oneida ESC Group,...

1. Meeting Date Requested: 07 / 10 / 19					
2. General Information:					
Session: 🗵 Open 🔲 Executive - See instructions for the applicable laws, then choose one:					
Agenda Header: Appointments					
Accept as Information only					
☐ Action - please describe:					
Determine next steps regarding one (1) vacancy with term ending June 20, 2022 - Oneida ESC Group, LLC - Board of Managers					
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.					

6. Cover Memo:

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

One (1) vacancy was posted for the Oneida ESC Group, LLC - Board of Managers to complete a term ending June 30, 2022.
The application deadline was May 31, 2019 and two (2) applications were received for the following applicants:
Barak Myers Jacquelyn Zalim
Recommended action:
Request to appoint an applicant or reject the applicants.

- 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

Appoint eight (8) alternates to the Oneida Election Board - 2019 Special Election

1. Me	eting Date Requested	d: <u>7</u> / <u>10</u> / <u>19</u>
	neral Information: ssion: 🛛 Open 🗍	Executive - See instructions for the applicable laws, then choose one:
JE.	ssion. 🔼 Open 📋	Executive - See instructions for the applicable laws, then choose one.
Ag	genda Header: Appoin	tments
	Accept as Information	·
X	<u> </u>	e: d needs eight (8) Alternates to help with the 2019 Special Elections held on July 2019. The
		been selected Ivan Elm, Candace House, Lisa Huff, James Kelly, Patricia Moore, Vanessa Peters,
3. Sup	pporting Materials Report	ion Contract
	1.	3.
	2	4.
	Business Committee sig	gnature required
4. Bu	dget Information	
	Budgeted - Tribal Conti	ribution Budgeted - Grant Funded Unbudgeted
5. Sul	bmission	
Au	uthorized Sponsor / Liaiso	on: Vicki Cornelius, Election Board Chairperson
Pri	imary Requestor/Submit	
		Your Name, Title / Dept. or Tribal Member
Ad	lditional Requestor:	Name, Title / Dept.
		Name, Title / Dept.
Ad	lditional Requestor:	Name, Title / Dept.

6. Cover Memo:

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

The Oneida Election Board posted for eight (8) Alternates to help with the 2019 Special Elections scheduled to be held on July 20th, 2019. We need to fill the one (1) recused board members positions and request the other seven (7) to help for the election day, which include 2 on standby in case of an emergency, if an Alternate or board member can not work the elections.
The Election Board is asking that the eight (8) Tribal Members be appointed as Election Alternates. This is so the Election Board can keep in compliance with the Oneida Election Law:
"102.4-7 The Business Committee may appoint or reappoint a sufficient number of alternates to the Election Board, as recommended by the Election Board, to assist with election day and pre-election activities."

- 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 July 1, 2019, regular Finance Committee Regenda Request

1. Meeting Date Requested: 07 / 10 / 19
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Standing Committees
 ☐ Accept as Information only ☐ Action - please describe:
BC approval of Finance Committee Mtg. Minutes of July 1, 2019
3. Supporting Materials Report Resolution Contract Other: 1. FC E-Poll approving Jul. 1, 2019 Mtg Minutes 3.
2. FC Mtg Minutes of Jul. 1, 2019 4.
☐ Business Committee signature required
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Trish King, Tribal Treasurer
Primary Requestor: Denise Vigue, Executive Assistant to the CFO /Finance Administration 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: July 2, 2019

RE: E-Poll Results of: FC Meeting Minutes of July 1, 2019

An E-Poll vote of the Finance Committee was conducted to approve the 7/1/19 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

E-POLL RESULTS:

There was a Majority <u>5 YES</u> votes from Patrick Stensloff, Chad Fuss, Larry Barton, Jennifer Webster and Shirley Barber to approve the July 1, 2019 Finance Committee Meeting Minutes.

These Finance Committee Minutes of July 1, 2019 will be placed on the next Business Committee agenda of July 10, 2019 for approval and placed on the next Finance Committee agenda of July 15, 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.



FC REGULAR MEETING

JULY 1, 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. Shirley Barber, FC Elder Member Larry Barton, CFO/FC Vice-Chair Daniel Guzman King, BC Council Member Patrick Stensloff, Purchasing Director

Amount: \$90,290.36

OTHERS PRESENT: Carla Witkowski, Sharon Mousseau, Linda Jenkins, David Emerson, Michele Doxtator, Mary Wasurick, Brenda Mendolla Buckley, Dr. Ravi Vir, Joe Sikora, Nate Villarreal and Denise J. Vigue taking Minutes

I. CALL TO ORDER:

The Finance Committee Meeting of 7/1/19 was called to order by the FC Chair at 9:00 A.M.

II. APPROVAL OF AGENDA: JULY 1, 2019

Motion by Larry Barton to approve the 7/1/19 FC Meeting Agenda. Seconded by Jennifer Webster. Motion carried unanimously.

III. APPROVAL OF MINUTES: JUNE 17, 2019 (Approved via E-Poll on 6/17/19):

Motion by Jennifer Webster to ratify the FC E-Poll action taken on Jun. 17, 2019 approving the Jun. 17, 2019 Finance Committee Meeting Minutes. Seconded by Patrick Stensloff. Motion carried unanimously.

IV. TABLED BUSINESS:

1. Arrow Audio Inc.

Michele Doxtator, Retail Enterprise

Motion by Chad Fuss to remove from the table for discussion. Seconded by Jennifer Webster. Motion carried unanimously.

Additional options were considered, exhibit A provides results; Retail is taking the option of the sound system over the more expensive paging system for their stores; music & volume can be better controlled.

Motion by Chad Fuss to approve the Arrow Audio, Inc contract for a sound system within the retails stores in the amount of \$90,290.36. Seconded by Daniel Guzman King. Motion carried unanimously.

2. Professional Bull Riders LLC - ROI

Louise Cornelius & Chad Fuss, Gaming Administration

Motion by Larry Barton to remove this item from the table for discussion. Seconded by Patrick Stensloff. Motion carried unanimously.

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The ROI information was e-mailed to the FC for the discussion; Chad noted that the overall results were that Gaming, Retail and the Hotel did not gain the full benefit of this event as was previously discussed.

Motion by Jennifer Webster to accept the ROI provided as FYI and to forward it to the BC. Seconded by Patrick Stensloff. Motion carried unanimously.

V. CAPITAL EXPENDITURES:

IGT (8) Games Purchase

David Emerson, Gaming Slots Dept.

Most items purchased in the fall, some funds saved for new items that come out in the spring, these games will go in the main casino; a few others on the floor now and they are popular with customers.

Motion by Jennifer Webster to approve the Capital Expenditure for (8) eight IGT Games in the amount of \$150,192.00. Seconded by Patrick Stensloff. Motion carried unanimously.

VI. COMMUNITY FUND:

REPORT:

1. Community Fund Report for July 2019

Denise J. Vigue, Finance

Motion by Jennifer Webster to accept the Community Fund report for July 2019 as FYI. Seconded by Chad Fuss. Motion carried unanimously.

REQUESTS:

Total Self Defense Registration & Class fees

Requestor: Debra Richmond for granddaughter, Mamie

Motion by Jennifer Webster to defer this request to get specific registration and class information from the requestor. Seconded by Larry Barton. Motion carried unanimously.

2. YMCA Summer Camp

Requestor: Sylvia Cornelius for daughter, Kylee

Motion by Larry Barton to approve from the Community Fund the YMCA Summer Camp fees for the three daughters (CF #2, 3 & 4) of the requestor in the amount of \$500.00 each. Seconded by Jennifer Webster. Motion carried unanimously.

3. YMCA Summer Camp

Requestor: Sylvia Cornelius for daughter, Elaine

- SEE Motion in CF Request #2.

4. YMCA Summer Camp

Requestor: Sylvia Cornelius for daughter, Stephanie

- SEE Motion in CF Request #2.

5. 2019 Boys Summer Lacrosse Camp

Requestor: Jennifer Berg Hargrove for son, Laken

Amount: \$500.

Amount: \$500.

Amount: \$500.

Amount: \$500.

Amount: \$150,192.

Amount: \$397.

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Motion by Jennifer Webster to approve from the Community Fund the 2019 Boys Summer Lacrosse Camp registration fees only for the son of the requestor in the amount of \$200.00; as the CF does not pay for lodging & meals. Seconded by Shirley Barber. Motion carried unanimously.

Amount: \$500.

Amount: \$450.

Amount: \$382.50

Amount: \$500.

Amount: \$196.

Amount: \$225.

Amount: \$500.

6. Down Under Sports Football Registration

Requestor: Dylan Danforth

Motion by Chad Fuss to approve from the Community Fund the Down Under Sports Football registration in the amount of \$500.00. Seconded by Patrick Stensloff. Motion carried unanimously.

7. UWGB Pride Leadership Camp

Requestor: Melinda J. Danforth for son, Everett

Motion by Jennifer Webster to approve from the Community Fund the for the UWGB Pride Leadership Camp registration fees only for the son of the requestor in the amount of \$300.00; as the CF does not pay for lodging & meals. Seconded by Patrick Stensloff. Motion carried unanimously.

8. UW-Oshkosh Cross Country Camp

Requestor: William Cornelius for son, Hudson

Motion by Jennifer Webster to approve from the Community Fund the UW-Oshkosh Cross Country Camp's registration fees only for the son of the requestor in the amount of \$200.00; as the CF does not pay for lodging & meals. Larry Barton. Motion carried unanimously.

9. 2019 Boys Summer Lacrosse Camp

Requestor: William Cornelius for son, Josef

Motion by Jennifer Webster to approve from the Community Fund the 2019 Boys Summer Lacrosse Camp registration fees only for the son of the requestor in the amount of \$250.00; as the CF does not pay for lodging & meals. Seconded by Patrick Stensloff. Motion carried unanimously.

10. Small Fry Football Registration

Requestor: Shawn Danforth for son, Cayden

Motion by Larry Barton to approve from the Community Fund the Small Fry Football registration fees for the son of the requestor in the amount of \$196.00. Seconded by Shirley Barber. Motion carried unanimously.

11. Women & Water Coming Together Symposium

Requestor: Camille Billie

Motion by Larry Barton to approve from the Community Fund the Women & Water Coming Together Symposium registration fee in the amount of \$225.00. Seconded by Shirley Barber. Motion carried unanimously.

12. McCormack Studios Master Watercolor Workshop

Requestor: Christine Klimmek

Motion by Jennifer Webster to approve from the Community Fund the Master Watercolor Workshop fee in the amount of \$500.00. Seconded by Patrick Stensloff. Motion carried unanimously.

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13. Bellin Health Titletown Class fees

Requestor: Sherry Flauger

Motion by Larry Barton to approve from the Community Fund the Bellin Health Titletown class fees for three months (July – Sept.) in the amount of \$300.00 for this request and the following two requests (\$300 each). Seconded by Jennifer Webster. Motion carried unanimously.

14. Bellin Health Titletown Class fees

Amount: \$500.

Amount: \$500.

Requestor: Hailey Erieau

- SEE Motion in CF Request #13.

15. Bellin Health Titletown Class fees

Amount: \$500.

Requestor: Ian Flauger

- SEE Motion in CF Request #13.

16. Cavaiani Baseball Training fees

Amount: \$500.

Requestor: Keith Skenandore for son, Jordan

Motion by Jennifer Webster to approve from the Community Fund the Cavaiani Baseball Training fees the for the son of the requestor in the amount of \$500.00. Seconded by Shirley Barber. Motion carried unanimously.

VII. NEW BUSINESS:

1. Direct Care Therapy Services 2019-20 School Yr.

Amount: \$140,000.

Sharon Mousseau, ONES

This is for their students that need speech therapy; funding is for one full time and one part time position for the school year; it is covered by the BIE.

Motion by Jennifer Webster to approve the Direct Care Therapy Services for the 2019-2019 school year in the amount of \$140,000.00. Seconded by Chad Fuss. Motion carried unanimously.

2. Country Kids Inc. 2019-20 School Yr.

Amount: \$62,000.

Sharon Mousseau, ONES

This contract is for occupational and physical therapy services for ONES students for the school year; it is also BIE funded.

Motion by Jennifer Webster to approve the Country Kids Inc services for the 2019-2020 school year in the amount of \$62,000.00. Seconded by Patrick Stensloff. Motion carried unanimously.

3. Lamers Bus Transportation 2019-20 School Yr.

Amount: \$400,000.

Sharon Mousseau, ONES

The BIE pays per mile, per bus; they never seem to have enough, this total includes \$110,000.00 from tribal contribution; FC wondered where the gap was and try and identify it for future reference; the Administrator will be working with the new federal personnel and will bring this up.

Motion by Patrick Stensloff to approve the Lamers Bus transportation fees for the 2019-2020 school year in the amount of \$400,000.00. Seconded by Shirley Barber. Motion carried unanimously.

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4. Hazelden Betty Ford Foundation

Mari Kriescher, Comp. Health

Dr. Vir was present and discussed this request; it is for training Behavioral Health personnel and other health care providers at the OHC on opioid addiction; training is to start next week.

Motion by Larry Barton to approve the Hazelden Betty Ford Foundation costs for staff training in the amount of \$51,750.00 provided the debarment information is forwarded to the FC. Seconded by Daniel Guzman King. Motion carried unanimously.

Amount: \$51,750.

Amount: \$80,000.

5. Direct Care Therapy Services

Carla Witkowski, BIA Early Intervention

This is for birth to kindergarten children in need of speech therapy; this is a yearly cost and is also 100% BIE funded.

Motion by Daniel Guzman King to approve the Direct Care Therapy Services for the BIA Early Intervention Program in the amount of \$80,000.00. Seconded by Jennifer Webster. Motion carried unanimously.

VIII. EXECUTIVE SESSION:

Motion by Chad Fuss to go into Executive Session. Seconded by Patrick Stensloff. Motion carried unanimously. Time: 9:18 A.M.

Motion by Jennifer Webster to come out of Executive Session. Seconded by Larry Barton. Motion carried unanimously. Time: 9:49 A.M.

1. Advertising Agreement

Brenda Mendolla-Buckley, Gaming Marketing

Motion by Larry Barton to accept this contract agreement in the amount as stated contingent on contract getting approved. Seconded by Jennifer Webster. Chad Fuss abstained. Motion carried.

- 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: 10:25 A.M.

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

Finance Committee Approval	Date of Minutes v	ria E-Poll:	July 2, 2019	
FC Minutes Approval Date by	Oneida Business (Committee:		

Public Packet 67 of 452

Oneida Business Committee Agenda Request

Enter the e-poll results into the record regarding the approved June 17, 2019, regular Finance Committee

1. Meeting Date Requested: 07 / 10 / 19				
2. General Information: Session: ⊠ Open ☐ Exec	utive - See instructions for the applicable laws, then choose one:			
Agenda Header: Standing Co	mmittees			
☐ Accept as Information only☑ Action - please describe:				
Enter e-poll results into the record regarding the approved June 17, 2019, regular Finance Committee meeting minutes				
3. Supporting Materials Report Resolution Contract Other:				
1. E-mails with request and results 3.				
2. BC Agenda Request and	supporting materials 4.			
2. De Agenda Nequest and	supporting materials 7-			
☐ Business Committee signatu	re required			
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted				
5. Submission				
Authorized Sponsor / Liaison:	Lisa Summers, Secretary			
Primary Requestor/Submitter:	Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office Your Name, Title / Dept. or Tribal Member			
Additional Requestor:	Requestor: Trish King, Treasurer Name, Title / Dept.			
Additional Requestor:	Name, Title / Dept. Name, Title / Dept.			

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From: TribalSecretary

Sent: Wednesday, June 19, 2019 9:57 AM

To: TribalSecretary; 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: BC_Agenda_Requests; Denise J. Vigue; 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 June 17, 2019, regular Finance Committee meeting

minutes

Attachments: BCAR Approve the June 17, 2019, regular Finance Committee meeting minutes.pdf

Importance: High

E-POLL RESULTS

The e-poll to approve the June 17, 2019, regular Finance Committee meeting minutes, <u>has been</u> approved. As of the deadline, below are the results:

Support: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

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

From: TribalSecretary

Sent: Monday, June 17, 2019 2:53 PM

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

1

Public Packet 69 of 452

<fbillie@oneidanation.org>; Jessica L. Wallenfang <JWALLENF@oneidanation.org>; Laura E. LaitinenWarren <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 June 17, 2019, regular Finance Committee meeting minutes
Importance: High

E-POLL REQUEST

Summary:

There are several items submitted and reviewed by the Finance Committee at their regular meeting that are time sensitive. As the BC meeting is canceled on 6/26/19, the Treasurer is asking for an e-poll to approve the 6/17/19 Finance Committee Minutes.

Due to the e-poll, the BC does not have the opportunity for discussion; therefore, the full 6/17/19 Finance Committee meeting packet has been provided as supporting material.

Requested Action:

Approve the June 17, 2019, regular Finance Committee meeting minutes.

Deadline for response:

Responses are due no later than 4:30 p.m., Tuesday, June 18, 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

1. Meeting Date Requested: / /
2. General Information:
Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Standing Committees
Accept as Information only
☐ Accept as Information only☐ Action - please describe:
BC E-Poll of the Finance Committee Mtg. Minutes of June 17, 2019 to approve those minutes.
BC E-roll of the Finance Committee Mitg. Militates of June 17, 2019 to approve those militates.
3. Supporting Materials
☐ Report ☐ Resolution ☐ Contract ☐ Other:
1. FC E-Poll approving 6/17/19 Mtg. Minutes 3. 6/17/19 reg. FC meeting sign-in
2. FC Mtg Minutes of 6/17/19 4. 6/17/19 reg. FC meeting packet
2.1 C Mtg Minutes of 6/1//15
Business Committee signature required
4. Budget Information
☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted
5. Submission
Authorized Congress (University of Trick King, Tribal Tunggrups
Authorized Sponsor / Liaison: Trish King, Tribal Treasurer
Primary Requestor: Denise Vigue, Executive Assistant to the CFO /Finance Administration
Your Name, Title / Dept. or Tribal Member
Additional Requestor:
Name, Title / Dept.
Additional Requestor: Name, Title / Dept.
name, me / Dept.

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Describe the purpose, background/history, and a	action requested:
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Oneida Business Committee approval is required to approve all Finance Committee meeting actions as the FC is			
a standing committee of the OBC.			
There are several items submitted to the Finance Committee that are time sensitive. As the BC meeting has canceled their meeting on 6/26/19, the Treasurer is asking for a BC E-Poll of the 6/17/19 Finance Committee Minutes.			
		4.3	
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- 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



MEMORANDUM

TO: Finance Committee

CC: Business Committee

FR: Denise J. Vigue, Executive Assistant

DT: June 17, 2019

RE: E-Poll Results of: FC Meeting Minutes of June 17, 2019

An E-Poll vote of the Finance Committee was conducted to approve the 6/17/19 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

E-POLL RESULTS:

There was a Majority <u>4 YES</u> votes from Chad Fuss, Patrick Stensloff, Jennifer Webster and Larry Barton to approve the June 17, 2019 Finance Committee Meeting Minutes.

These Finance Committee Minutes of June 17, 2019 will be sent to the OBC for the E-Poll approval (as the BC will not be meeting on June 26, 2019) and also will be placed on the next Finance Committee agenda of July 1, 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.



FC REGULAR MEETING

JUNE 17, 2019 Time: 9:00 A.M. BC Executive Conference Room

REGULAR MEETING MINUTES

FC REGULAR MEETING:

Patricia King, FC Chair/Treasurer
Jennifer Webster, BC Council Member
Patrick Stensloff, Purchasing Director

Larry Barton, FC Vice-Chair/CFO
Chad Fuss, AGGM-Finance (Gam. Alt.)

EXCUSED: Daniel Guzman King, BC Council Member

UNEXCUSED: Shirley Barber, FC Elder Member

OTHERS PRESENT: Kenneth G. House, Carrie Lindsey, Jessica Planer, Cletus Ninham, Carl Gomand, Andrew, John, Sylvia Cornelius, Jon Habeck, Michele Doxtator Dave Cluckey and Denise J. Vigue taking Minutes

I. CALL TO ORDER: The Regular FC Meeting was called to order by the FC Chair at 9:00 A.M.

II. APPROVAL OF AGENDA: JUNE 17, 2019

Motion by Patrick Stensloff to approve the Finance Committee meeting agenda of June 17, 2019 with two ADD On requests under New Business. Seconded by Larry Barton. Motion carried unanimously.

III. APPROVAL OF MINUTES: JUNE 3, 2019 (Approved via E-Poll on 6/3/19):

Motion by Jennifer Webster to ratify the FC E-Poll action taken on June 3, 2019 approving the June 3, 2019 Finance Committee Meeting Minutes. Seconded by Patrick Stensloff. Motion carried unanimously.

IV. TABLED BUSINESS: None

V. CAPITAL EXPENDITURES:

1. Arrow Audio Inc. Amount: \$103,726.69.

Michele Doxtator, Retail Enterprise

There is a corrected amount of \$90,290.36 for this request as the outlet on E and EE is being excluded at this time; request is for the installation of preselected music and volume control at the One Stops; it was noted this should have not been signed prior to coming to the Finance Committee; vendor not given signed copy yet; discussion of various other options to achieve same results at perhaps a lower cost.

Motion by Jennifer Webster to defer this request back to the business unit to research additional options. Seconded by Patrick Stensloff. Motion carried unanimously.

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VI. DONATIONS:

REPORT:

1. FC Donation Report for June 2019

Denise J. Vigue, Finance

Motion by Jennifer Webster to approve the June 2019 Finance Committee Donation Report. Seconded by Chad Fuss. Motion carried unanimously.

REQUESTS:

1. Rawhide Ranch for Boys – Youth Education Svs.

Requestor: Amanda Moore, Dev. Director

Representatives were present and discussed their programming services offered, past support in assisting Oneida youth, and expansions made to the program. The CFO also had a recent tour of the facility and provided additional information.

Motion by Larry Barton to approve from the Finance Committee Donation line the request from Rawhide Ranch for Boys for Youth Educational Services in the amount of \$2,500.00 and to send this to the BC for a possible match. Seconded by Jennifer Webster Motion carried unanimously.

2. Veterans of Foreign Wars of the US Dept. of WI



Amount: \$7,000.

Amount: \$78,200.

Amount: \$2,500.

Requestors: Chris Cornelius, VFW District Comdr. & Cletus Ninham, VFW Post Comdr

Representatives were present and discussed the need for their own wagon for Oneida veterans to participate in parades; currently they borrow from others, some are not very sturdy; often times Oneida royalty part of their floats; explained how hard it is for them to come up with the funds due to their charter and all money raised from poppy drives or other fundraising the majority of funds goes out to other organizations in need; they also discussed their monthly expenses for maintaining their current building; working on turning over that asset to the Nation.

Motion by Larry Barton to allow for a procedural exception go over the maximum allowed and approve from the Finance Committee Donation line \$5,000.00 and to send to the BC to see if they could donation \$1,000.00 from their donations line. Seconded by Jennifer Webster. Motion carried unanimously.

VII. NEW BUSINESS:

1. WFRV-Locker Room Live

Michele Doxtator, Joint Marketing

Michele explained the event will begin in September and will be held at Thornberry due to the renovations going on at the Radisson; she also explained that there will be a limited amount of Green Bay Packer tickets that will be raffled off during the shows; Gaming Marketing will provide the TV station with their own commercials to use during the broadcasts.

Motion by Jennifer Webster to approve the Purchase Order request for the WFRV Locker Room Live (for the 2019-2020 season) in the amount of \$78,200.00. Seconded by Patrick Stensloff. Chad Fuss abstained. Motion carried.

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Amount: \$390,769.71

Amount: \$54,500.

Amount: \$67,088.

Amount: \$110,000.

2. Northeast Asphalt

James Petitjean, Development Division

James was present and explained this is for their roads project from their 5-year plan, roads including Poplar and Johnson; this is BIA funded; sent out for public bid, only received 2 responses; legal approval not in packets but has since been obtained and he will send to the FC contact as follow up. There was a brief discussion on parking lot repairs.

Motion by Chad Fuss to approve the Northeast Asphalt contract for roads repairs utilizing BIA funds in the amount of \$390,769.71. Seconded by Larry Barton. Motion carried unanimously.

3. Info-Tech Research Group, Inc.

Dave Cluckey, MIS

Dave was present and discussed this request for online tech resources; there was a past problem getting invoices to our correct address as well as expanded services; this resulted in price over 50K and need for Finance Committee approval. A general discussion on computer usage was discussed; Dave stressed supervision and monitoring by areas.

Motion by Patrick Stensloff to approve the Info-Tech Research Group, Inc payment in the amount of \$54,500.00. Seconded by Jennifer Webster. Motion carried unanimously.

4. ADD ON: Meltz Industries

Jon Habeck, GLRIS State Farm

Jon was present and explained this request is an in-ground water system for livestock; current land area is only used for hay; once system is in place they can add livestock, expected in July; he discussed lack of bids received back; internally Wells & Septics did not send in a bid, but did not say why; whole project is grant funded; as of right now they are several years behind on this project. There was a discussion over internal areas not bidding, as that would have been an opportunity to bring in revenue.

Motion by Jennifer Webster to approve the Meltz Industries contract for the in-ground watering system for livestock in the amount of \$67,088.00. Seconded by Patrick Stensloff. Motion carried unanimously.

Motion by Jennifer Webster to refer this to the General Manager to ask why Wells and Septics didn't put in a bid for this project. Seconded by Larry Barton. Motion carried unanimously.

5. ADD ON: Clarity Care – PO Increase

Carrie Lindsey, OHC

Carrie was present and explained there was an unexpected urgent placement made and their current PO did not cover cost; all costs are reimbursed from the state and federal government as all participants must qualify (income eligible). This is through the old COPS program now called Family Services.

Motion by Jennifer Webster to approve the Purchase Order increase for Clarity Care in the amount of \$110,000.00. Seconded by Patrick Stensloff. Motion carried unanimously.

VIII. EXECUTIVE SESSION: None

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IX. FOLLOW UP:

1. Professional Bull Riders LLC

Chad Fuss, Gaming Administration

Motion by Larry Barton to defer this item to the next Finance Committee agenda. Seconded by Jennifer Webster. Motion carried unanimously.

X. FOR INFORMATION ONLY:

1. State of Wisconsin Compact Fees – FY19 PO Increase

Louise Cornelius, Gaming Administration

Motion by Larry Barton to accept the State of Wisconsin Compact Fees FY19 Purchase Order increase with the correct amount noted as information only. Seconded by Jennifer Webster. Motion carried unanimously.

XI. ADJOURN: Motion by Chad Fuss to adjourn. Seconded by Patrick Stensloff. Motion carried unanimously. Time: 10:09 A.M.

Minutes taken & transcribed by: Denise Vigue, Executive Assistant to the CFO & Finance Committee Contact/Recording Secretary

Finance Committee-E-Poll Minutes Approval Date: <u>June 17, 2019</u>	
Oneida Business Committee's FC Minutes Approval Date:	

FINANCE COMMITTEE MEETING

JUNE 17, 2019

9:00 A.M. - BC Executive Conference Room

Sign In Sheet

NAME (Please Print)	DEPARTMENT / PHONE
1. Kenneth 6. House House	920-562-1487.
2. Carrie Lindsey	OHC X 4946
3. Jessica Plaher	hawhide / 920-531-2596
4. Jenny Webster	OBC
5. CLETUS NINILAMY	869-7784
6. CARL GOMAND	VEW
7. Amore Sul	UEW
8. JARRY BASTON	Enance 5/48/
9. Jua Comelo	EHSD
10. Son Habell	EHSD
11. Wichele Doxfrator	Befair
12. Patrick Stenslott	Purchasing
13. Chad 1- USS	Caming
14. Frish King	OBC
15. Kense Shape	France x 4305
16.	, , , , , , , , , , , , , , , , , , ,
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Oneida Finance Committee FY 2019

MEETING AGENDA



June 17, 2019

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

ONEIDA FINANCE COMMITTEE

June 17, 2019 - 9:00 A.M.

Business Committee Executive Conference Room

REGULAR MEETING AGENDA

I. CALL TO ORDER

II. APPROVAL OF AGENDA: JUNE 17, 2019

III. APPROVAL OF MINUTES: JUNE 3, 2019 (Approved via E-Poll on 6/3/19)

IV. TABLED BUSINESS: NoneV. CAPITAL EXPENDITURES:

1. Arrow Audio Inc. Amount: \$103,726.69

Michele Doxtator, Retail Enterprise

VI. DONATIONS:

REPORT:

1. FC Donation Report for June 2019

Denise J. Vigue, Finance

REQUESTS:

1. Rawhide Ranch for Boys – Youth Education Svs. Amount: \$5,000.

Requestor: Amanda Moore, Dev. Director

2. Veterans of Foreign Wars of the US Dept. of WI Amount: \$7,000.

Requestors: Chris Cornelius, VFW District Comdr. &

Cletus Ninham, VFW Post Comdr

VII. NEW BUSINESS:

1. WFRV-Locker Room Live Amount: \$78,200.

Michele Doxtator, Joint Marketing

2. Northeast Asphalt Amount: \$390,769.71

James Petitjean, Dev. Division

3. Info-Tech Research Group, Inc. Amount: \$54,500.

Dave Cluckey, MIS

VIII. EXECUTIVE SESSION: None

IX. FOLLOW UP:

1. Professional Bull Riders LLC

Louise Cornelius & Chad Fuss, Gaming Administration

X. FOR INFORMATION ONLY:

1. State of Wisconsin Compact Fees – PO Increase

Louise Cornelius, Gaming Administration

XI. ADJOURN

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Oneida Finance Committee



JUNE 3, 2019



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 <u>5 YES</u> 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.



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

Amount: \$2,500.

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

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.

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V. CAPITAL EXPENDITURES:

1. Restoration Holdings, Inc.

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.

Amount: \$148,324.75

Amount: \$159,892.

Amount: \$500.

Amount: \$340.

Amount: \$100.

Amount: \$100.

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

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

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

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

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

Requestor: Myone Melchert for son, Rylee

- SEE Motion in CF Request #3.

Public Packet 84 of 452 Amount: \$230.

Zumba Toning class fee

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.

Green Bay Kickers Soccer Club fee

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.

Green Bay Kickers Soccer Club fee

Amount: \$60.

Amount: \$50.

Requestor: Lorraine Frias for son, Andrew

- SEE Motion in CF Request #6.

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.

Oneida Farmer's Market Bash in July

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.

Amount: 25 Cases

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.

Spirit of the Hoops Basketball Camp for Youth

Amount: 10 Cases

Amount: \$157.50

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.

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.

WI Independent Baptist Fellowship Bible Camp fees 13.

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.

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Amount: \$500.

Amount: \$75.

Amount: \$117.61

Amount: \$99.

Amount: \$99.

Amount: \$500.

Amount: \$500.

Amount: \$500.

14. Waunakee CESA2 Drivers Ed & Soccer fees

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

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

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

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

Requestor: Constance Danforth

- SEE Motion in CF Request #17.

19. Impact Sports Academy Baseball Registration

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

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

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.

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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: _____

CONTRACT / PURCHASE APPROVAL REQUEST

Contacts

Date	5.30.19	Requested Review Date	6-17.19
Requestor's Name	Michele Doxtator	Requestor's Phone #	920-496-7301
Business Unit Name	Retail	Area Director	
Business Unit Number	1202 **	General Manager	

Description of Contract (Include a summary of the contract as well as benefits associated from the contract)

This contract is for new sound systems for each and all of the Retail One stops. By add this sound system to retail will be able to play background music for our customer for a more enjoyable purchasing experience. This system will also allow the ability to turn music up and down systematically throughout the store and cashiers area to allow for a more manageable sound experience for both our employees and customers. This system is remoteable from outside of the newtork for better managing of music and volume levels

Terms of the Contract

Supplier Name	Arrow Audio Inc.			Vendor Number	101510		10
Item(s) Purchased	Sound system for each one stop		r each one	Budgeted Purchase	YES		NO
Total Commitment	103,726	.69		Trade-in/Book Value			
Shipping Costs	none		ing Costs none Legal Review #	Legal Review #	2019-0299		
Contract Start Date	PO Approval			Contract End Date	Install finish		
Verified Suspension/Del	parment Sta	tus www	.sam.gov	[YES	1	[NO	,
CAP EX Approval	YES	NO	DATE	State License Current (Gaming Specific)	YES	NO	N/A
CAP EX Line Item				Account Number			-

Competitive Bid/Sole Source Justification (Include a summary of the selection criteria if other than price)

W.	Supplier Name	Bid Amount	Indian Preference	Sole Source
Bidder #1	Arrow Audio Inc.	103,729.69		
Bidder #2				1
Bidder #3				

'Approval / Review Dates		
Legal Review		
Purchasing Review		
Gaming Commission Review		
Finance Committee Approval		
Cap-Ex Committee Approval		

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO:	Michele M. Doxtator Retail-Administration	Use this number on future correspondence:		
FROM:	Krystal L. John, Staff Attorney	2019-0299		
	Krystal L. John Digitally signed by Krystal L. John Date: 2019.04.08 12:29:58 -05'00'			
DATE: RE:	April 8, 2019 Arrow Audio Incorporated	Purchasing Department Use Contract Approved Contract Not Approved (see attached explanation)		
2.464	If you have any questions or comments regarding this rev	iew, please call 869-4327.		
The atta Office f	sched agreement, contract, policy and/or guaranty has be for legal content only. Please note the following:	een reviewed by the Oneida Law		
1	Not in appropriate legal form.	*		
V)	Please request the following revisions:			
	 For all the proposals, all references to "Oneida needs to be replaced with "Oneida Nation." For each proposal Terms, Conditions, Payment revisions are required: In section 3, Payment and Ordering, in the "reasonable Attorney's fees" and "in the placed in the hands of an Attorney for contract the placed in section 3, Payment and Ordering Net 30. In section 22, in the last line, delete "grown Replace all of section 25, Governing Law Governing Law. This agreement shall be accordance with the laws of the State of in this Agreement shall be interpreted or implied, of Customer's sovereign immunication. 	and Acceptance the follow he last sentence, delete, event the amount in default is ollection." g, revise payment from Net 15 to ess." w and Venue, with the following: e interpreted and construed in Wisconsin, provided that nothing construed as a waiver, express or nity.		
. (The attached form(s) must be completed, signed by Verscontract. Please submit a copy of the signed form(s) to ☐ Conflict of Interest Disclosure ☐ Gaming ☐ HIPAA Business Associate Agreement ☐ FOIA	this office.		
	have reviewed the changes to this document on April appropriate legal form. Execution is a management dec			
V 1	Please note that the terms of this agreement are confide	ntial and not subject to public		

disclosure pursuant to the Open Records Open Meetings law.

Public Packet

Sof 452 Sichele M. Doxtator

Sent: From:

0

Subject:

Attachments:

Michele M. Doxtator Thursday, May 23, 2019 10:50 AM Central_Purchasing_Contracts

2019-0299 final approval-159389.PDF FW: Arrow Audio Incorporated; Our File No. 2019-0299

Central Purchasing Approval Date: 05/23/2019

Reminder Note:

Review cover page. examples of items that are appropriate to save in the common directory: registration form, flyer, catalog, contract, bids and quotes, etc. Please include Legal documents will be saved to a common directory before they are moved into OnBase. This will provide everyone access to these materials. The following are Currently all backup information for your purchases is unavailable for viewing by approvers and other parties that need this information. The hard copy

o OnBase documents can be retrieved directly through logging into OnBase or through Application Enabler (double click on purchase order display screen). o Scan the documents and save them as a pdf. Save the document in the requisitions folder using the Requisition number as the naming convention. These instructions were previously communicated

o The contract signature process must occur after the purchase order has been approved and sent by the Purchasing Department.

From: Oneida Law <Oneida_Law@oneidanation.org>

Sent: Monday, April 08, 2019 1:59 PM

To: Central_Purchasing_Contracts < Central_Purchasing_Contracts@oneidanation.org>

Subject: Arrow Audio Incorporated; Our File No. 2019-0299

10

CONSULTANT/CONTRACTOR CONFLICT OF INTEREST DISCLOSURE FORM

I, _	CURT Maas	, on behalf of
	Arrow Audio Inc.	
Oneicother own	"Contractor"), declare this to be a full and complete disclosure of all confida Nation. Conflict of interest means any interest, whether it be personal rwise, that conflicts with any right of the Oneida Nation to property, informat and operate its enterprises, free from undisclosed competition or other violatida Nation. Therefore, I affirm to the best of my knowledge the following:	l, financial, political, or ion, or any other right to
1,	The Contractor <u>is not</u> an employee of the Oneida Nation. (Must inc. if employee of the Oneida Nation.)	lude job description
2.	The Contractor is neither presently involved in, nor is it contemplating any Oneida Nation.	legal actions against the
3.	The Contractor is not presently involved in any activity or has any outside suggest a potential conflict with the Oneida Nation.	interests that conflict or
i.	The Contractor is neither involved in nor does it own any business investm or connected with the Oneida Nation, its programs, departments, or enterpr	
5.	Neither the Contractor, nor any of its representatives, holds any positions any public or private groups, firms, organizations, or other entities who wholly owned by the Oneida Nation. No representative of the contracommission, or committee of the Oneida Nation. No officer or director conflict as defined above	tich are substantially or actor sits on any board,
,	The Contractor is neither applying for, nor receiving, any special service programs provided by the Oneida Nation, and has no pending contracts except as herein disclosed and listed below:	s, grants, loans or other with the Oneida Nation,
	If NONE, please check 🛮	
	Enter disclosures, if any	
	(Attach additional pages, if necessary)	
	(Attach daditional 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:

(Rev. 07-2015)

The Mes ideal Date:

This form is in accordance with B.C. Resolution #9-28-90-A; Revised by BC 9/4/02

STANDARD SERVICES AGREEMENT

This Agreement is entered into by and between the Oneida Nation, whose mailing address is PO Box 365, Oneida, Wisconsin, 54155, and

Name:

Arrow Audio Inc.

Address:

1209 Fullview Drive Appleton, WI

54913

Federal ID Number:

Vendor Number:

101510

Service Title

Project Number (if any):

Agreement Amount:

\$103,726.69

hereinafter referred to as "Contractor," who mutually agree as follows:

- 1. Definitions. All words and phrases contained herein shall have the meaning consistent with standard industry usage, unless otherwise defined in this Agreement.
- 2. Term. The Term of this Agreement is from Start Date to End date, and shall be effective upon the signing of both parties.
- 3. Commencement of Work. No work may be commenced and no materials may be ordered under this Agreement until all parties have signed this Agreement, all appropriate approvals have been obtained, and a Purchase Order has been issued. Upon the issuance of the Purchase Order, the Oneida Nation will issue a Notice to Proceed to Contractor. Upon receiving a Notice to Proceed, Contractor may commence work under this Agreement. If Contractor orders any materials or supplies prior to receiving a Notice to Proceed, Contractor agrees that it is responsible for all costs related to said materials and supplies until all conditions of this Section have been satisfied.
- 4. Compensation and Payment. The Oneida Nation shall pay Contractor for the delivery of Services under this Agreement the sum set forth in Exhibit A, which is attached hereto and incorporated by reference. The Oneida Nation shall not be responsible for any work performed, or materials and supplies ordered for work under this agreement, until all appropriate approvals have been obtained. Multiple and partial payments shall be provided for in Exhibit A. All amounts payable to Contractor shall be payable within thirty (30) days of the Oneida Nation's receipt of Contractor's invoice, subject, however, to Contractor's complete delivery of Services under this Agreement. The Oneida Nation reserves the right to withhold payment based upon reasonable objection which shall be documented in writing.

5. Scope of Work.

- a. Contractor shall deliver all Services promptly, or as scheduled, and as economically as possible under this Agreement, which is described in Exhibit A. Delivery of Services shall commence upon issuance of purchase order number. Where Services are delivered under a specified maintenance schedule ("Schedule"), such Schedule shall be set forth in Exhibit A, or shall be attached and incorporated by reference. If a maintenance schedule is specified under this Agreement, the parties may review at appropriate intervals or revise as determined between the parties.
- b. Contractor agrees to provide and be responsible for all necessary equipment and tools (collectively "Equipment") required for the performance of work under this Agreement. If it is determined that Contractor will use Oneida Nation's Equipment for any reason, such Equipment shall be identified and specified in a separate document attached to this Agreement and incorporated by reference herein. Where Contractor uses Gaming Facilities Lift Equipment, Contractor shall contact the Gaming Facilities Department and complete a Lift Request Form and Lift Equipment/Operator Inspection Check List. Both forms shall be attached hereto and incorporated by reference herein, with a copy to be provided to the Gaming Facilities Department for record keeping purposes.
- c. Contractor agrees that only its employees shall use the Oneida Nation's Equipment for any work performed under this Agreement. In Contractor's use of Oneida Nation's Equipment, Contractor warrants and represents that any of its employees who use and operate Oneida Nation's Equipment are properly trained and certified/licensed to use such Equipment. Contractor also warrants and represents that it has sufficient Contractor liability coverage, consistent with the provisions of Section 16, to cover any claims for damages to Gaming Facilities Department Lift Equipment arising from work performed under this Agreement.
- d. Where Contractor uses Oneida Nation's Equipment for the performance of work under this Agreement, then Contractor agrees to indemnify and hold Oneida Nation harmless from and against any and all claims for any injuries to Contractor's employees or subcontractor's employees, and any losses or damages to Contractor's property or subcontractor's property.
- 6. Project Schedule. Contractor shall perform the work under this agreement in accordance with a Project Schedule submitted to the Oneida Nation, unless determined otherwise between the parties. Where a Project Schedule is submitted, such Project Schedule shall be attached hereto and incorporated by reference, and shall be reviewed at appropriate intervals as determined between the parties. The Project Schedule may be revised as determined between the parties.

7. Change in Delivery of Services.

a. The Oneida Nation may order changes in the services which may result in an addition to or deduction from the compensation paid to Contractor. Any changes

shall be executed by written amendment; all other terms and conditions in this Agreement shall continue in full force and effect. Where a change in the Services requires additions to or deductions from Contractor's compensation, any adjustment in compensation shall be mutually determined between the parties.

b. If, during the Term of this Agreement, conditions or circumstances develop or are discovered that were not known at the commencement of this Agreement, and said changed conditions affect the scope of Services delivered under this Agreement, Contractor shall notify the Oneida Nation in writing of the newly discovered conditions or circumstances. Any material changes in conditions or circumstances that affect the delivery of Services and any terms and conditions under this Agreement shall be agreed upon between the parties and executed in a written amendment to this Agreement.

8. Events of Defaults; Stop Work Orders.

- a. Contractor shall pay costs of work as they are incurred. If Contractor fails to pay any costs as they are incurred, the Oneida Nation reserves the right to pay such costs directly, and with written notice to Contractor, shall deduct such costs from the Agreement Sum.
- b. If Contractor is deficient in performing work under this Agreement, or any materials do not meet specifications, the Oneida Nation shall notify Contractor in writing to remedy the deficiency within ten (10) business days. If Contractor fails to remedy such deficiency within ten (10) business days, the Oneida Nation shall be entitled to remedy such deficiency and may deduct any cost incurred from the Agreement Sum.
- c. If Contractor fails to correct any defective or nonconforming work, or repair or replace any defective materials, or otherwise fails to carry out work as required by the Agreement documents within ten (10) business days as provided in Section 8(b) above, the Oneida Nation reserves the right to issue a written Stop Work Order to Contractor. If a written Stop Work Order is issued, Contractor shall be excused from proceeding with the work so long as such Stop Work Order remains in effect. The Oneida Nation shall notify Contractor in writing when work may be resumed under this Agreement.
- d. If Contractor is in substantial and material non-compliance with this Agreement, the Oneida Nation reserves the right to immediately issue a written Stop Work Order to Contractor. Contractor shall be provided reasonable opportunity to come into compliance with this Agreement, at which time the Oneida Nation shall notify Contractor in writing when work may be resumed under this Agreement.
- 9. Independent Contractor. Contractor warrants and represents that it is an independent contractor and that no employees of Contractor shall be deemed to be employees of the Oneida Nation. Contractor warrants and represents that it carries the appropriate workers' compensation policy coverage and that no employees of Contractor are excluded under that coverage. Contractor agrees to indemnify and hold the Oneida Nation harmless against and from any and all loss, damages or costs incurred for any workers' compensation claims including, but not limited to, attorneys' fees. Upon request, Contractor shall provide a copy of its workers'

compensation policy coverage to the Oneida Nation. Contractor shall be responsible for all withholding and other employment taxes due to any taxing authority.

10. Ownership of Documents; Non-Disclosure.

a. Unless otherwise provided, all designs, plans, drawings, tracings, specifications, electronic media, and any other documents (collectively, "Documents") provided to Contractor in connection with the delivery of Services under this Agreement are the exclusive property of the Oneida Nation and shall be regarded and treated as Confidential and proprietary. All Documents prepared by Contractor shall be submitted to the Oneida Nation for written approval prior to delivery of Services under this Agreement. Contractor shall have the right to make a copy of the Documents for purposes of this Agreement, shall the right to use the Documents for purposes of this Agreement, and may keep said copy of the Documents in its possession, subject to all confidentiality and non-disclosure provisions which shall survive this Agreement. Contractor hereby assigns all rights, title and interest to the Oneida Nation and ownership shall vest in the Oneida Nation.

b. Any information and documents provided to Contractor by the Oneida Nation for purposes of this Agreement shall be treated as confidential and proprietary, and subject to non-disclosure. Any Confidential Information provided to subcontractors shall be on a need to know basis and subject to non-disclosure.

11. Licensing, Permits, and Regulatory/ Statutory Requirements. Contractor is required to obtain an Oneida Nation Vendor's License from the Oneida Nation's Licensing Department.

a. Contractor warrants and represents that its employees and all subcontractors shall comply with all applicable laws, rules and regulations for licensing and training as to trade and industry, and that said employees and subcontractors shall maintain licensing requirements for the Term of this Agreement. The Oneida Nation shall have the right to review the license qualifications of Contractor's employees and subcontractors, and to reject any of Contractor's employees or subcontractors at

its discretion for non-compliance.

b. If required by applicable laws, rules or regulations, Contractor agrees to obtain all necessary permits from the appropriate licensing authorities and provide all notices required for the performance of this Agreement prior to commencing any work. The Oneida Nation shall have the right to review all permit applications and permits obtained by Contractor for the performance of this Agreement upon request. If Contractor and its employees, or any of its subcontractors, performs any work contrary to applicable laws, rules and regulations, Contractor will be responsible for any costs as a result of non-compliance. If Contractor is unable to obtain the necessary licenses and/or permits required for the performance of this Agreement, the Oneida Nation reserves the right to obtain any necessary licenses and/or permits and deduct those costs from the Sum, and Contractor may proceed with work under this Agreement.

c. Where applicable, Contractor shall make arrangements for public and private locates prior to commencing any work, and shall notify the Oneida Nation of completion of locates with appropriate confirmation numbers on a regular and periodic basis until work is completed. Contractor will be responsible for

- maintaining documentation of appropriate confirmation numbers, and shall provide such documentation upon the Oneida Nation's request.
- d. Contractor agrees to the provisions of the Oneida Nation's Indian Preference Law and agrees that such provisions shall govern the performance of the Contractor under this Agreement. Where Contractor is an Indian Preference Contractor, any insurance requirements established by the Indian Preference Department shall apply to Indian Preference Contractors performing work under this Agreement. The Oneida Nation's Indian Preference Department shall have all rights of enforcement as provided under the Indian Preference Law and subsection (e) below.
- e. Where Contractor fails to be in compliance with any provisions of this Section, the Oneida Nation reserves the right to immediately issue a written Stop Work Order to Contractor. Contractor shall be provided reasonable opportunity to come into compliance with the provisions of this Section, at which time Oneida Nation shall notify Contractor in writing when work may be resumed under this Agreement. If Contractor is unable to meet the requirements of any provisions of this Section, the Oneida Nation reserves the right to terminate this Agreement.
- 12. Use of Premises. Contractor's delivery of Services under this Agreement shall be during the hours designated by the Oneida Nation and in such a manner to reasonably avoid inconvenience to the Oneida Nation and not interfere with business operations. Contractor shall supervise its employees at all times during the delivery of Services. Contractor will take precautions to protect work, property and persons under a reasonable standard of care.

13. Contractor Guarantee.

- a. Contractor guarantees to the Oneida Nation that all Services delivered under this Agreement are in compliance with all applicable laws, rules and regulations. Contractor warrants that it possesses the requisite expertise, knowledge, skill and ability to deliver the Services under this Agreement. Contractor shall deliver all Services in a professional, safe and workmanlike manner, in accordance with industry standards, and with due regard to ethical business practices.
- b. Where any Services and work performed is not in accordance with the terms and conditions of this Agreement, Contractor shall take corrective action at its cost and expense to comply with the terms and conditions of this Agreement.
- 14. Third Party Warranties. Contractor grants to the Oneida Nation any and all warranties which may exist in favor of Contractor from third party suppliers used by Contractor in the delivery of Services under this Agreement, and such warranties shall specify the period of time covered by manufacturer.

15. Indemnification.

a. Contractor shall indemnify and hold harmless Oneida Nation, its officers, employees, agents, directors, and representatives, in the course of performance of the Contractor's work under this Agreement, from and against any and all claims, of whatever nature, for injuries or losses, or damages arising out of Contractor's

or subcontractor's negligence, gross negligence, or intentional misconduct, including but not limited to Contractor's breach of this agreement, or the negligence, gross negligence or intentional misconduct of Contractor's or subcontractors officers, employees, agents, directors, and representatives.

b. The Oneida Nation shall indemnify and hold harmless Contractor, its officers, employees, agents, directors, and representatives, from and against any and all claims, of whatever nature, for injuries or losses, or damages arising out of Oneida Nation's negligence, gross negligence, or intentional misconduct, or the negligence, gross negligence or intentional misconduct of Oneida Nation's officers, employees, agents, directors, and representatives.

16. Insurance Requirements.

- a. Contractor, at its expense, and as a condition of this Agreement, will obtain and maintain sufficient Contractor liability coverage, consistent with the Oneida Nation's Insurance Requirements, to cover any claims for damages, including personal injury and/or death, which may arise from the performance of work under this Agreement. Contractor shall name Oneida Nation as Additional Insured prior to any work commencing and shall provide documentation verifying the same for a period of one year following substantial completion. Contractor shall provide Certificate of Insurance complying with the coverage limits of the Oneida Nation, which shall be filed directly with Oneida Nation's Risk Management Department.
- b. Certificates of Insurance may be subject to Oneida Nation's Risk Management Department approval for sufficiency of adequate coverage at any time upon reasonable written notice to Contractor. Contractor will provide the Oneida Nation's Risk Management Department at least thirty (30) days advance written notice in the event of cancellation, termination, or material modification of the coverage. Contractor is responsible for obtaining insurance covering their tools, equipment, and materials which are not destined to be incorporated into the final project.
- c. Where Contractor fails to be in compliance with any provisions of this Section, the Oneida Nation reserves the right to immediately issue a written Stop Work Order to Contractor consistent with Section 8(d) above. Contractor shall be provided reasonable opportunity to come into compliance with the provisions of this Section, at which time Oneida Nation shall notify Contractor in writing when work may be resumed under this Agreement. If Contractor is unable to meet the requirements of this Section, the Oneida Nation reserves the right to terminate this contract.
- 17. Waste Management and Recycling. The Contractor shall employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors. Contractor shall minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible. Contractor shall separate, store, protect, and handle at the site recyclable waste products in order to prevent contamination of materials and to maximize recyclability of materials. Contractor shall arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of

recyclable materials. Contractor shall comply with applicable regulatory requirements, including but not limited to Federal, State and local requirements, pertaining to legal disposal of all construction and demolition waste materials. The following may not be disposed of in landfills or by incineration and shall be recycled, salvaged, or reused:

- a. Aluminum and plastic containers
- Corrugated cardboard
- c. Wood pallets
- d. Clean dimensional wood
- e. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass and bronze.
- 18. Subcontracts. Contractor shall not subcontract any work under this Agreement without the express written consent of the Oneida Nation. If Contractor enters into subcontracts with the Oneida Nation's written consent, Contractor agrees to obtain the contract of any and all subcontractors to be materially and substantially bound by the terms and conditions set forth herein, unless agreed to by the Oneida Nation in writing. Upon reasonable written request, all subcontractor contracts shall be furnished to the Oneida Nation. This Agreement shall be attached and incorporated into all subcontractor agreements.
- 19. Separate Agreements. The Oneida Nation has the right to let other agreements in connection with delivery of Services under this Agreement, and Contractor shall allow other contractors reasonable opportunity for the execution of their work, and shall reasonably coordinate work between Contractor and other contractors.
- 20. Force Majeure. If Contractor is delayed in the delivery of Services under this Agreement by labor strikes, lock-outs, unavoidable casualties, or other causes beyond the control of Contractor and without its fault or negligence, then the time for delivery of Services may be extended for a reasonable period by written agreement between the parties.
- 21. Dispute Resolution. In the case of any dispute or claim arising out of or relating to this Agreement, or with respect to act at end a breach thereof, the parties first shall seek to resolve such matter amicably through discussions between the parties, then, if necessary, by nonbinding mediation.
 - a. Disputes, claims, or questions arising from the performance of this Agreement shall be submitted in writing by the initiating party to the receiving party. The receiving party shall render a written response with a reasonable period of time. Upon receipt of the written response, the parties' representative shall meet at a mutually agreeable location to negotiate a settlement between them.
 - b. Any dispute, claim or other matter in question between the parties shall be subject to mediation upon the written request of either party. However, no demand for mediation of any such dispute, claim or other matter may be made until the earlier of (1) the date on which the receiving party has rendered a written response, or (2) the 10th (tenth) day after the initiating party has presented its documentation to the receiving party or has been given a reasonable opportunity to do so, if the receiving party has not provided a written response by that date.

- c. The parties recognize that mediation proceedings are settlement negotiations, and that all offers, promises, conduct and statements, whether written or oral, made in the course of the proceedings, are inadmissible in any court proceeding, to the extent allowed by applicable law. The parties agree to not subpoena or otherwise require the mediator to testify or produce records, notes or work product in any future proceedings, and no recording or written record will be made during any mediation session(s). Evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation process. Information disclosed to the mediator in a private caucus shall remain confidential unless the parties authorize disclosure.
- d. Upon demand for mediation, the parties shall select a mutually acceptable person or persons to serve as mediator. The mediator will not have any financial or personal interest in the outcome of the mediation and must disclose any circumstances which create a presumption of bias or cause of delay in the mediation process.
- e. All mediation proceedings shall take place at neutral location unless the parties agree otherwise. The parties will equally share the cost of the mediator. The parties will be responsible for their own reasonable costs related to a mediation proceeding.

22. Termination.

- a. Notwithstanding the provisions in Section 11 and 16, if Contractor fails to satisfactorily deliver the specified Services under this Agreement, or fails to make payment to subcontractors or labor, or fails to comply with any applicable laws, rules or regulations, or otherwise violates any provisions of this Agreement, then the Oneida Nation may immediately terminate this Agreement in part or in whole with written notice to Contractor. In the event of termination, the Oneida Nation may have the delivery of Services completed by another contractor and may deduct the cost from Contractor's Agreement Sum, and Contractor shall not have any further obligations to deliver any Services under this Agreement. All warranties, indemnification and confidentiality provisions shall survive this Agreement.
- b. In addition to the provisions contained in this section, the Oneida Nation shall have the right to terminate this Agreement with at least ten (10) business days' written notice to Contractor.

23. Other Terms and Conditions; Miscellaneous.

- a. The failure to insist upon performance of any term or condition of this Agreement, or to exercise any right or remedy shall not constitute a waiver of such term or condition. The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.
- b. This Agreement shall be construed and interpreted in accordance with the laws of the project location, without giving effect to any conflicts or choice of law principles. Any rule of construction that a document is to be construed against the drafting party shall not apply.

- c. Nothing in this Agreement or attachments shall constitute or be construed as a waiver, express or implied, of the sovereign immunity of the Oneida Nation.
- d. Nothing in this Agreement shall be construed to create a partnership or joint venture between the Oneida Nation and Contractor.
- e. Contractor may not assign its rights and interests in this agreement without the Oneida Nation's express written consent. Any violation of this provision will be cause for immediate termination of this Agreement.
- f. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement. The section headings shall not be used in interpreting this agreement.
- g. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which shall together constitute one and the same Agreement.
- h. This Agreement and any attachments hereto constitute the entire understanding and agreement between the parties. No modifications or amendments to this Agreement shall be binding unless made in writing between the parties.
- i. The invalidity of any part of this Agreement shall not affect the remaining parts hereof.
- j. In the event of any inconsistency or conflict between the Terms and Conditions of this Agreement and any attachments hereto, and any other terms and conditions not contained in this Agreement, this Agreement shall control.
- 24. Notices. All notices required by this Agreement will be in writing and sent in any commercially reasonable manner, including certified mail, return receipt requested, facsimile, or any other customary means of communication to the other party's representative at the applicable mailing address set forth below. Notices to Oneida Nation shall be sent to the attention of person named below. Notices to Contractor shall be sent to the attention of the person named below. The effective date of any Notice shall be the date of personal service or three days after mailing. Any notice given otherwise than in accordance with this Article shall be deemed ineffective. Either party may change representative or address by written notice to the other party.

ONEIDA NATION:

Oneida Nation
Attn: Nate Villarreal
Systems Administrator
Post Office Box 365
Oneida, WI 54155

CONTRACTOR:

Arrow Audio Inc.

Rob Geerdts

AV Sales
1209 Fullview Drive
Appleton, WI 54913

IN WITNESS WHEREOF, Oneida Nation and Contractor have executed this Agreement on the date below.

ONEIDA NATION;

By:

Mate Villarreal

Systems Administrator

By:

CONTRACTOR:

Name of Individual signing contract

Title of Individual

Date:

Page 10 of 10

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement ("Agreement") is entered into by and between the Oneida Nation, whose mailing address is PO Box 365, Oneida, Wisconsin, 54155, and

Company Name: Arrow Audio Inc.

Address: 1209 Fullveiw Drive, Appleton, WI 54913

- 1. Confidential Information. Confidential Information means any and all information and documents, including copies, whether marked or unmarked as "Confidential", that the Oneida Nation treats and regards, without limitation, as confidential and/or proprietary, and that is disclosed to the Recipient in writing, or if disclosed orally, is reduced to writing and delivered to the Recipient, within thirty (30) days after such oral disclosure. Unless agreed otherwise, all information and documents belonging to the Oneida Nation, and all copies of such information, shall be returned to the Oneida Nation promptly upon completion of the project or services provided. All Confidential Information is provided "as is" and no representation or warranty as to accuracy or completeness is provided by the Oneida Nation.
- 2. Applicability. This Agreement shall apply to all officers, employees, agents, directors, and representatives of Recipient. Unless otherwise agreed between the parties, the provisions of this Agreement shall indefinitely survive any and all contracts, and any amendments thereto, entered into between the parties.
- 3. Ownership. All Confidential Information shall remain the property of the Oneida Nation. Upon the Oneida Nation's written request, all Confidential Information shall be promptly returned to the Oneida Nation, or destroyed in accordance with the Oneida Nation's written instructions to Recipient. Nothing in this Agreement shall be construed as granting or transferring any property ownership rights to the Recipient or any third party.
- 4. Exclusions. The parties agree that any information will not be deemed Confidential Information, and the Recipient shall have no obligation hereunder, where such information (i) was in the public domain prior to this Agreement, or subsequently came into the public domain other than as a result of disclosure by the Recipient; (ii) is independently developed by the Recipient without the use of or reliance on the Oneida Nation's Confidential Information; (iii) is disclosed to the Recipient by a source other than the Oneida Nation and such source is not violating any applicable confidentiality obligations; or (iv) is approved for release by written authorization of the Oneida Nation.
- 5. Standard of Care. Recipient shall treat all Confidential Information provided by Oneida Nation as proprietary and confidential and Recipient shall not disclose such information to any third party except Recipient's current employees, officers, directors, agents or legal, financial or business advisors or independent contractors who have a need to know such information unless and until Recipient has obtained the prior written consent of Oneida Nation. Recipient shall safeguard all Confidential Information with at least the same degree of care to avoid disclosure

as Recipient uses to protect its own proprietary and confidential information, but no less than reasonable care. Recipient shall not use any Confidential Information other than in connection with the proposal, project, and/or services, and shall not knowingly or negligently use such information for their own benefit or for the benefit of other third parties.

6. Disclosure to Third Parties.

- a. Where Recipient is required to disclose Confidential Information to any third parties, such disclosure shall be on a need to know basis, and Recipient agrees to require its sub-contractors and any other third parties to be bound by the obligations set forth in this Agreement.
- b. If Recipient or any of its officers, employees, agents, directors, and representatives is required to disclose confidential information by applicable law to a court or other tribunal, then Recipient shall immediately notify the Oneida Nation.
- 7. Equitable Relief. Recipient acknowledges that any breach of any provisions of this Agreement to maintain the confidentiality of Oneida Nation's Confidential Information will cause irreparable harm to the Oneida Nation for which no adequate remedy at law exists. The parties agree that, in addition to any other remedies and rights available to Oneida Nation, in the event of any such breach by Recipient, the Oneida Nation shall have the right to seek a court order or injunctive relief, in addition to any other rights and remedies available at law, without further notice to protect its Confidential Information and to halt any unauthorized disclosure thereof.
- 8. No Waiver. No waiver by either party of any default or breach by the other party of any provision of this Agreement will operate as, or be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver, of any other or subsequent default or breach.
- 9. Assignment. Neither party to this Agreement may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other party. No permitted assignment shall relieve a party of its obligations hereunder with respect to any Confidential Information disclosed prior to the assignment. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties.
- 10. Headings; Severability. The headings contained in this Agreement are provided for convenience only and are not intended to define, alter, limit or describe the scope or intent of any provision of this Agreement. The invalidity of any part of this Agreement shall not affect the remaining parts hereof.
- 11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws principles. In the event of any inconsistency or conflict in the language between this Agreement and any attachments to this Agreement, this Agreement shall control.

12. Entire Agreement.

- a. This Agreement constitutes the entire agreement and understanding of the parties on the subject matter hereof and supersedes all prior or contemporaneous communications, agreements, and understandings, whether written or oral, relating hereto. This Agreement may be executed in counterparts, by original or facsimile signature, each of which shall be deemed an original and such counterparts together shall constitute one and the same Agreement.
- b. Where a disclosure of Confidential Information is made to Recipient for bids, quotes, or proposals, which list is not all inclusive, nothing in this Agreement, or in any discussions undertaken or disclosures made pursuant hereto, shall (i) be deemed as a commitment to engage in any business relationship, contract, or future dealings between the parties, or (ii) limit either party's right to enter into similar discussions or perform similar work to that undertaken pursuant hereto, so long as said discussions or work do not violate this Agreement.
- c. It is further provided that if no contract agreement is entered into between the parties subsequent to this Agreement, the obligations of this Agreement shall survive indefinitely. Any obligations under this Agreement shall terminate when any Confidential Information ceases to be secret or enters into the public domain, unless such event occurs as a result of wrongful conduct or a breach of this Agreement by the Recipient.
- 13. Sovereign Immunity. Nothing in this Agreement or any attachments shall constitute or be construed as a waiver, express or implied, of the sovereign immunity of the Oneida Nation.
- 14. Notices. All notices required by this Agreement will be in writing and sent in any commercially reasonable manner, including certified mail, return receipt requested, facsimile, or any other customary means of communication to the other party's representative at the applicable mailing address set forth below. Notices to the Oneida Nation shall be sent to the attention of person named below. Notices to Recipient shall be sent to the attention of the person named below. The effective date of any Notice shall be the date of personal service or three days after mailing. Any notice given otherwise than in accordance with this Article shall be deemed ineffective. Either party may change representative or address by written notice to the other party.

ONEIDA NATION:

COMPANY:

Oneida Nation

MIS

Attn: Nate Villarreal

Arrow Audio Inc. Rob Geerdts 1209 Fullview Drive Appleton, WI 54913

Systems Administrator Post Office Box 365 Oneida, WI 54155

IN WITNESS WHEREOF, Oneida Nation and Recipient have executed this Agreement on the date below.

ONEIDA NATION:

By:

Nate Villarreal

Systems Administrator

5.23.9

MIS

Date:

CONTRACTOR:

Name of Individual signing contract Title of Individual

Ву:

Date: 2-25-19 CURT J Maas President

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SAM Search Results List of records matching your search for :

Search Term : Arrow Audio* Record Status: Active

No Search Results



Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913 www.arrowavgroup.com



Westwind One Stop C-Store Sound System

Proposal #8001

Prepared for:

Proposal Issued: 4/5/2019

Name

Nate Villarreal

Company

ONEIDA NATION

Address

PO BOX 365

ONEIDA, WI 54155

Proposal Valid to: 5/5/2019

Statement of Confidentiality

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Arrow Audio Inc..

This information is proprietary and confidential. © Arrow AV Group. This proposal valid for thirty days from issue.

Presented by: Robert Geerdts

Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913

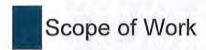
Date Issued: April 5, 2019

Phone: (920)731-4888 EXT 347

Cell: (920)851-2629 Fax: (920)731-4640

Email: robg@arrowavgroup.com

Initials:



RESPONSE TO RFP ONEIDA NATION RETAIL SOUND SYSTEM INITIATIVE

PROJECT REFERENCES:

- · Oneida Nation Approved Vendor/Contractor
- Oneida Casino Mason Street Casino Background Music/Paging System (in process)
- Oneida Casino Main Casino Background Music/Paging System
- · Oneida Casino Main Casino High Stakes Remodel
- · Oneida Casino IMAC Annex Audio System
- · Oneida Casino IMAC Bingo Audio System

INTRODUCTION:

Located in Appleton Wisconsin, Arrow AV Group (Arrow Audio Inc.) has been committed to quality service and the satisfaction of our customers for over 40 years. With our dedicated, highly trained staff we have the experience and flexibility required to provide reliable, user friendly AV Systems. Our team specializes in a standards-driven design, integration, and support for business, government, healthcare, educational and religious markets. Our design/build capabilities differentiate us from other integrator. Being involved with all phases of a project enables clients to work with a single organization from concept through completion.

The purpose of this document is to aid stakeholders and project managers in determining budgets for their audiovisual technology needs. A review of the needs analysis and site visit(s) may be required prior to proceeding with a project. The meeting(s) will help clarify any questions and concerns in regards to AV System functionality, equipment selection, and installation methods. Our goal of this meeting(s) is to ensure system functionality expectations are met upon installation of your new AV system(s).

Unforeseen installation challenges could affect the overall budget costs of equipment selection and installation. This document assumes the space is constructed with standard 2x4 wall construction, finished with drywall, have a standard 2'x2' or 2'x4' drop ceiling with less than 5' of unfinished space above tile without any obstructions (lighting, HVAC, fire sprinkler heads, etc.) with a minimum finished ceiling height of 10', and conforms to state and local building codes.

Should the space you are in the process of budgeting for fall outside the standard room size requirements, does not meet construction requirements, or requires additional functionality such as room combining/joining, additional input locations, multiple video displays, etc. the AV Budget may need to be adjusted.

Note Conduit from all AV related floor boxes, AV wall plates, and AV wall boxes will be stubbed up to above the finished ceiling height within the s[ace and installed by "others". There may also be high voltage power and owner network (AV VLAN) connectivity requirements that may need to be provided and installed by "others".

PROJECT OBJECTIVE:

The objective of this project is to design, implement, and support a new Zoned Background Music System for the space.

FEATURES & FUNCTIONALITY:

The design criteria for the space is a four zone audio system with volume control from the Mangers Office, Point of Sale Area, and Remotely via CRESTRON X-Panel Software. The remote features will enable ON/OFF scheduling as well as the ability to mute system remotely should there be a customer complaint. Once system is muted, the audio must be restored by

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management. Audio volume levels will be set and approved by management at the time of implementation.

System Audio:

- · Zoned Audio Amplifier
 - Retail Sales Floor and Restrooms
 - Point of Sale Area
 - Break Room/Area
 - Managers Office

System Input(s):

- Owner Provided Moodmix Player Network Audio Player
 - Software and subscriptions fees to be paid and verified by owner prior to AAVG implementation

System Control:

- CRESTRON Touch Panel located at POS area and Managers Office
 - ON/OFF
 - ON/OFF Remote Scheduling
 - Zone Volume Control UP/Down
 - POS Touch Panel should NOT control volume in mangers office
 - · POS Touch Panel should NOT be able to restore audio if muted remotely or mangers office

Equipment Racking & Power Conditioning:

Wall mounted equipment rack with locking front door and 120v power conditioning (located in IDF)

IN SCOPE:

Arrow AV Group shall furnish:

- All products as listed within the 'Proposal' section of this document.
- · All wire, connectors and cabling necessary.
- All labor related to physical installation, programming, tuning, testing and alignment of the Products listed, as required to deliver the stated functional requirements.
- Travel and expenses directly attributable to in-scope labor.
- Programming, testing, tuning and alignment of all systems to deliver the above stated functionality.
- All devices to facilitate system operation, regardless of its inclusion in the Specification. Such devices include but are
 not limited to power supplies, impedance matching devices, thermal management devices, transformers, line pads, line
 amplifiers, EDID emulators, signal repeaters, cable equalizers, relay and LED power supplies, and other devices as
 necessary to interface, control, or balance the AV systems.
- All components necessary to mount, install and secure the system components, including but not limited to fasteners, mounting brackets, rack hardware, termination plugs, jacks, faceplate mounting hardware, and other unique components as necessary to securely mount equipment and panels.
- All equipment not specified as portable shall be held firmly in place and supported with structure capable of supporting
 the load with a minimum safety factor of 5:1 or as approved by the equipment manufacturer or Professional Engineer.
- · Commissioning labor, including system validation, testing, and reporting of test results.
- An Operation and Maintenance Manual in electronic form, which will include all manuals for supplied products, system
 operational procedures, system schematics (line diagrams) and wiring diagrams.
- · One formal training session at the customer's site, not to exceed [1] hours in duration.

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OUT OF SCOPE:

The following items are not included within the scope of the Installing Contractor:

- · Electrical system installation, conduit, pathways and raceways.
- · Provision of Owner-Furnished Equipment [OFE]
- · Integration with building lighting systems, shades or other systems.
- Installation of bracing, backing and other mounting provisions.
- Any other work or product not explicitly listed as 'In Scope' above.

CONSTRAINTS:

- Site availability
- · Equipment availability

ASSUMPTIONS:

- · This proposal is dependent upon the following:
- · Air returns are not plenum
- Adequate clearances are present for installation of audiovisual equipment, including millwork, above-ceiling spaces, and any other location in which equipment will be housed.
- All owner furnished equipment proposed for system shall be in like-new functional condition.
- Owner-furnished equipment shall be available no less than one week prior to the start of audiovisual systems integration activities on-site.
- Electrical Service and conduit is provided as specified and in coordination with the Installing Contractor(s).
- Proposal is accepted within 30 calendar days of quotation.
- All owner and other contractor responsibilities are fulfilled as required in a manner which does not impede the
 audiovisual system installation schedule. (See next section for a list of these responsibilities).

If these assumptions prove to be untrue, a change order will be required to accommodate changes in schedule, pricing, components, or any combination of these items.

OWNER AND OTHER CONTRACTOR RESPONSIBILITIES:

- The following are the responsibility of the owner or its contractor:
- Provide access to the work site during the hours of 8:00am to 5:00pm Monday through Friday.
- Provide, install, and terminate any computer network and/or telephone lines.
- · Ensure cable pathways are provided as need to complete project.
- Provide and install all conduit and electrical boxes, including floor boxes.
- Provide and install all high voltage electrical wiring.
- Custom alterations made to furniture to accommodate AV installation.
- Paint and patch of building structure and ceiling finishes.

WARRANTY:

Arrow AV Group (AAVG) guarantees that all workmanship, and materials, to include all equipment, wire, and connectors, excluding Owner Furnished Equipment, installed by AAVG as part of the listed audio/video system, shall carry a ONE YEAR WARRANTY from the date of customer acceptance. This warranty excludes incidental or consequential damages of any kind or failures due to normal wear-and-tear. Any service or modification of the audio/video system covered by this warranty, by any party other than AAVG will void this warranty. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system, due to failures covered by this warranty.

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Proposal Details

MFG	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	pema 4125.70	4 CHANNEL NETWORK AUDIO AMPLIFIER WITH DSP (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$2,337.50	\$2,337.50
SOUNDTUBE	CM62-EZS-II-WH	6.5" COAXIAL CEILING SPEAKER (SHALLOW BACK CAN) - WHITE	16.00	\$118.75	\$1,900.00
WINDY CITY WIRE	991380	16 AWG 4 CONDUCTOR SPEAKER WIRE, PLENUM	500.00	\$0,39	\$195.00
CRESTRON	CP3N	3-SERIES CONTROL SYSTEM (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$1,625.00	\$1,625.00
CRESTRON	TSW-560-B-S	5" TOUCH SCREEN, BLACK SMOOTH (WILL REQUIRE OWNER PROVIDED POE NETWORK)	2.00	\$625.00	\$1,250.00
MIDDLE ATLANTIC	EWR-12-22SD	12 SPACE WALL RACK WITH DOOR	1.00	\$463.75	\$463.75
MIDDLE ATLANTIC	U2	2SP RACKSHELF 14.75DP	1.00	\$49.68	\$49.68
MIDDLE ATLANTIC	FEB2	2SP FLAT ECONO BLANK	2.00	\$9.45	\$18.90
MIDDLE ATLANTIC	FEB ₃	3SP FLAT ECONO BLANK	1.00	\$12.15	\$12.15
SURGEX	SA-1810	Advanced Series Mode Surge Eliminator, EMI/RFI Filter	1.00	\$330.00	\$330.00
ARROW AV GROUP	MISC-MATERIALS	MISCELLANEOUS MATERIALS	1.00	\$395.41	\$395.41
ARROW AV GROUP	FREIGHT	ESTIMATED FREIGHT AND HANDLING COSTS	1.00	\$304.05	\$304.05

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Email: robg@arrowavgroup.com

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Terms, Conditions, Payment, and Acceptance

Arrow Audio Inc. (d.b.a. Arrow AV Group), hereinafter referred to as AAVG, WE, US or OUR and:

ONEIDA NATION PO BOX 365 ONEIDA, WI, 54155 USA

Hereinafter referred to as the CUSTOMER, YOU or YOUR agree as follows:

- Equipment: AAVG hereby agrees to sell the equipment, including all parts and services herein after called "the
 equipment" as listed in this proposal. AAVG may substitute comparable equipment with CUSTOMER's consent.
 Deliveries may be made in installments.
- 2. Installation and Location: AAVG will install the equipment at:

ONEIDA NATION PO BOX 365 ONEIDA, WI, 54155 USA Point of Contact: Nate Villarreal

in accordance with the scope of this proposal as accepted by the CUSTOMER.

- 3. Payment/Ordering: Due to the customized nature of your purchase, invoices will be generated as your system design and installation begins. Upon order of equipment for your project, invoices will be generated immediately. Progress billing for installation services will be periodically invoiced. AAVG has proposed this project based on a cash or check payment. Payment by credit card will incur a 4% convenience fee. Terms on invoices are 30 Days net. Finance charges of 1.5% per month will be imposed and collected on unpaid balances 31 days and older. AAVG may deem this contract in default and immediately terminate it if the payment is delinquent in excess of thirty (30) days. If CUSTOMER is in default on payment of invoice(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the CUSTOMER agrees to pay non-recoverable equipment costs, as well as associated installation costs.
- 4. Service/Maintenance: The system will be covered for one year after completion under AAVG's workmanship warranty as outlined within this document. After the first years' included coverage, CUSTOMER has the option of extended warranty programs at the end of one year or can choose to pay for service calls at AAVG's prevailing rates. AAVG does not warrant that the operation of CUSTOMER equipment shall be uninterrupted.
- 5. Liability: AAVG will exercise all reasonable efforts in furnishing the services and equipment provided herein, but shall not be liable for delays or failure due to force majeure, Government, services difficulties, failure of transportation, or other causes beyond the control of AAVG. It is recognized that CUSTOMER equipment contains memory or other devices which have accumulated substantial data. AAVG shall not be liable to the CUSTOMER if any such data is lost or rendered inaccurate, unless such loss or inaccuracy is the result of AAVG's gross negligence. IN NO EVENT SHALL AAVG BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, OR TORT.
- 6. Changes: Any changes to the products or performance requirements detailed in this proposal, whether initiated by AAVG or CUSTOMER, must be approved by both parties through a written change order detailing the changes and associated cost increases or savings for your system.
- 7. Termination: Written notice of termination for cause shall be provided to the other party and termination shall be effective ten (10) days after receipt of said notice, in the event of termination by the CUSTOMER, CUSTOMER agrees to pay AAVG for all non-recoverable equipment costs as well as associated installation charges.

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Presented by: Robert Geerdts

Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913

Date Issued: April 5, 2019

Phone: (920)731-4888 EXT 347

Cell: (920)851-2629 Fax: (920)731-4640

Email: robg@arrowavgroup.com

- 8. Delivery and Installation: AAVG installation crews are scheduled many weeks in advance. We require an 8 to 16-week period to acquire the many custom components, complete final engineering and to permit prefabrication, programming and testing of components. Any deviation from this schedule requires specific discussion and mutual acceptance of an alternative time frame. Once your contract and any applicable down payment are received, all submittals requiring CUSTOMER approval will be generated and submitted. Once CUSTOMER approves all submittals and documents the project will be scheduled for installation.
- Product Availability: AAVGreserves the right to replace any items listed within this proposal with a like model from the same manufacturer. Due to the fact that model numbers and product lifecycles fluctuate within our industry, a new or altered model name may require these changes.
- 10. Designs and Parts List: AAVG is happy to provide you with all of our design documentation should you choose not to use AAVG for the sales and installation of your systems. A design fee of 7.5% of the total proposal price is required and upon receipt, AAVG will produce all design documentation including parts lists, line-item pricing and schematic drawings.
- 11. Training: Training on the operation of your system will be provided to all interested users within your organization. A training session will be scheduled upon the completion of system installation. Every effort will be made to ensure your staff is comfortable with system connections and operation. Please note that training will occur only after final acceptance of your system, and will coincide with the delivery of your custom instruction manuals and as-built drawing set. Training Session will be scheduled for a 2-hour block unless otherwise specified within AAVG documentation.
- 12. Owner/Contractor responsibilities: Refer to attached SCOPE OF WORK for additional CUSTOMER responsibilities.
- 13. Warranty: All systems designed and installed by AAVG include our exceptional on-site warranty, which ensures the reliability and performance of your new system investment. On-site service is provided at no cost for one full year from the date of CUSTOMER acceptance. This warranty covers all new installed electronic equipment and workmanship, to include all equipment, wire and connectors installed by AAVG as part of the listed audio/video system, provided by our staff. Any changes made to the system by any party other than AAVG or one of its approved contractor's during the warranty period will void the warranty. Except as specified below, your AAVG warranty covers any defects in the material and workmanship of the product specified by job number noted within this agreement. The fitness of warranty coverage shall be at the sole discretion of AAVG. This warranty excludes incidental or consequential damages of any kind, failures due to normal wear-and-tear or force majeure. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system due to failures covered or not covered by this warranty.
- 14. Preventive Maintenance: This agreement includes all parts and services required for two preventive maintenance service calls within the warranty period. This includes cleaning and alignment of system components, as well as testing and adjustment of the system.
- Troubleshooting: Phone assistance is available during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m.
- On-Site Service: On-site warranty service as required during this agreement period will be furnished at no cost to the CUSTOMER during normal business hours.
- Repair Coverage: Parts and services for repair of equipment and wiring permanently installed by AAVG are included under this agreement. Discontinued parts and equipment may be terminated from the agreement.
- 18. Loaner Equipment: In the event of equipment failure, loaner equipment will be provided subject to availability.
- Response Time: Response to service requests shall be within one business day.
- 20. Exceptions this agreement does not cover:
 - Repairs to, or replacement of, Owner Furnished Equipment (OFE) or services related to remedy issues with said OFE.
 - Repairs or service required as a result of misuse, abuse, unauthorized modification, or force majeure
 - Consumable accessories including lamps, batteries, external cables, etc.
 - Changes to accepted programming
 - Image "burn in" on display devices
 - Videoconferencing equipment (service plans are available specific to videoconferencing equipment.)
- 21. Insurance. AAVG shall maintain insurance including, but not limited to general liability, umbrella and workers compensation, in reasonable amounts given the scope of services and AAVG's overall business generally. AAVG shall name Customer as an additional insured under all such policies and provide proof of coverage upon Customer's request.

This information is proprietary and confidential. @ Arrow AV Group. This proposal valid for thirty days from issue.

Presented by: Robert Geerdts

Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913

Date Issued: April 5, 2019

Phone: (920)731-4888 EXT 347

Cell: (920)851-2629 Fax: (920)731-4640

- 22. Indemnification. From and after the date set first set forth above, AAVG shall indemnify and hold harmless Customer, its directors, officers, personnel, successors and assigns ("Customer Indemnitees") from and against and in any respect of any loss, damage, cost, expense, penalties, fees, fines, charges, liability, obligation, claim, action, suit, demand, judgment and, if applicable, reasonable attorneys' fees and litigation-related expenses (collectively, "Liability") sustained, incurred or paid by any Customer Indemnitee for a third party claim in connection with, resulting from or arising out of:
 (a) any breach of a representation or warranty on the part of AAVG hereunder; (b) any breach or nonfulfillment of any covenant, obligation or agreement on the part of AAVG hereunder; (c) any violation of law; (d) any employment-related claims by any employee, independent contractor, agent or representative of AAVG; or (e) the negligence or misconduct of AAVG.
- 23. Certain Representations and Warranties. AAVG represents and warrants that (i) all materials used to provide the services are appropriate and fit for the performance of the services, (ii) the services will be provided in a professional and workmanlike manner in accordance with accepted industry standards and (iii) the services will be performed in accordance with all applicable laws, regulations, rules, and governmental requirements.
- 24. Notices. Any notices, consents other communication required to be sent or given hereunder by any of the parties shall in every case be in writing and shall be deemed properly given if (a) delivered personally or (b) delivered by a recognized overnight courier service, to the applicable party at its addresses as set forth below or at such other addresses as may be furnished in writing:

If to Customer: Customer Name. Attn:	
If to AAVG: Arrow Audio Inc.	
Attn:	

25. Governing Law and Venue. This agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, provided that nothing in this Agreement shall be interpreted or construed as a waiver, express or implied, of Customer's sovereign immunity.

26. Amendments. This Agreement includes the items above as well as any additional terms and conditions as specifically included in Amendment "A" which must be attached and signed by both parties to this agreement.

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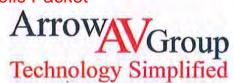
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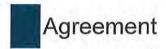
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Email: robg@arrowavgroup.com







AGREEMENT

By signing below, both the CUSTOMER and AAVG acknowledge that they have read, understood and agree to be bound by the terms and conditions of this agreement, and that the persons signing are duly authorized to do so. Facsimilie and scanned signatures shall be considered the same as original signatures.

Accepted and Approved for:

Arrow Audio Inc. (d.b.a. Arrow AV Group)

Project Summary

	Equipment:	\$8,881.44
	Services:	\$5,465.00
÷ ×	Subtotal:	\$14,346.44
	Tax:	\$0.00
	Total:	\$14,346.44
	1 6 11	
Ву:	Ву:	
Print: Robert Geerdts	Print:	
Title: Salesperson	Title:	
Date: April 5, 2019	Date:	
	PO#:	

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Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913 www.arrowavgroup.com



54 One Stop C-Store Sound System

Proposal #8005

Prepared for:

Proposal Issued: 4/5/2019

Name

Nate Villarreal

Company

ONEIDA NATION

Address

PO BOX 365

ONEIDA, WI 54155

Proposal Valid to: 5/5/2019

Statement of Confidentiality

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Arrow Audio Inc..

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Presented by: Robert Geerdts

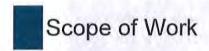
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RESPONSE TO RFP ONEIDA NATION RETAIL SOUND SYSTEM INITIATIVE

PROJECT REFERENCES:

- Oneida Nation Approved Vendor/Contractor
- Oneida Casino Mason Street Casino Background Music/Paging System (in process)
- · Oneida Casino Main Casino Background Music/Paging System
- · Oneida Casino Main Casino High Stakes Remodel
- · Oneida Casino IMAC Annex Audio System
- · Oneida Casino IMAC Bingo Audio System

INTRODUCTION:

Located in Appleton Wisconsin, Arrow AV Group (Arrow Audio Inc.) has been committed to quality service and the satisfactior of our customers for over 40 years. With our dedicated, highly trained staff we have the experience and flexibility required to provide reliable, user friendly AV Systems. Our team specializes in a standards-driven design, integration, and support for business, government, healthcare, educational and religious markets. Our design/build capabilities differentiate us from other integrator. Being involved with all phases of a project enables clients to work with a single organization from concept through completion.

The purpose of this document is to aid stakeholders and project managers in determining budgets for their audiovisual technology needs. A review of the needs analysis and site visit(s) may be required prior to proceeding with a project. The meeting(s) will help clarify any questions and concerns in regards to AV System functionality, equipment selection, and installation methods. Our goal of this meeting(s) is to ensure system functionality expectations are met upon installation of your new AV system(s).

Unforeseen installation challenges could affect the overall budget costs of equipment selection and installation. This document assumes the space is constructed with standard 2x4 wall construction, finished with drywall, have a standard 2'x2' or 2'x4' drop ceiling with less than 5' of unfinished space above tile without any obstructions (lighting, HVAC, fire sprinkler heads, etc.) with a minimum finished ceiling height of 10', and conforms to state and local building codes.

Should the space you are in the process of budgeting for fall outside the standard room size requirements, does not meet construction requirements, or requires additional functionality such as room combining/joining, additional input locations, multiple video displays, etc. the AV Budget may need to be adjusted.

Note Conduit from all AV related floor boxes, AV wall plates, and AV wall boxes will be stubbed up to above the finished ceiling height within the s[ace and installed by "others". There may also be high voltage power and owner network (AV VLAN) connectivity requirements that may need to be provided and installed by "others".

PROJECT OBJECTIVE:

The objective of this project is to design, implement, and support a new Zoned Background Music System for the space.

FEATURES & FUNCTIONALITY:

The design criteria for the space is a four zone audio system with volume control from the Mangers Office, Point of Sale Area, and Remotely via CRESTRON X-Panel Software. The remote features will enable ON/OFF scheduling as well as the ability to mute system remotely should there be a customer complaint. Once system is muted, the audio must be restored by

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management. Audio volume levels will be set and approved by management at the time of implementation.

System Audio:

- · Zoned Audio Amplifier
 - Retail Sales Floor and Restrooms
 - Point of Sale Area
 - Break Room/Area
 - Managers Office

System Input(s):

- Owner Provided Moodmix Player Network Audio Player
 - Software and subscriptions fees to be paid and verified by owner prior to AAVG implementation

System Control:

- CRESTRON Touch Panel located at POS area and Managers Office
 - ON/OFF
 - ON/OFF Remote Scheduling
 - Zone Volume Control UP/Down
 - POS Touch Panel should NOT control volume in mangers office
 - POS Touch Panel should NOT be able to restore audio if muted remotely or mangers office

Equipment Racking & Power Conditioning:

Wall mounted equipment rack with locking front door and 120v power conditioning (located in IDF)

IN SCOPE:

Arrow AV Group shall furnish:

- All products as listed within the 'Proposal' section of this document.
- · All wire, connectors and cabling necessary.
- All labor related to physical installation, programming, tuning, testing and alignment of the Products listed, as required to deliver the stated functional requirements.
- Travel and expenses directly attributable to in-scope labor.
- Programming, testing, tuning and alignment of all systems to deliver the above stated functionality.
- All devices to facilitate system operation, regardless of its inclusion in the Specification. Such devices include but are
 not limited to power supplies, impedance matching devices, thermal management devices, transformers, line pads, line
 amplifiers, EDID emulators, signal repeaters, cable equalizers, relay and LED power supplies, and other devices as
 necessary to interface, control, or balance the AV systems.
- All components necessary to mount, install and secure the system components, including but not limited to fasteners, mounting brackets, rack hardware, termination plugs, jacks, faceplate mounting hardware, and other unique components as necessary to securely mount equipment and panels.
- All equipment not specified as portable shall be held firmly in place and supported with structure capable of supporting
 the load with a minimum safety factor of 5:1 or as approved by the equipment manufacturer or Professional Engineer.
- Commissioning labor, including system validation, testing, and reporting of test results.
- An Operation and Maintenance Manual in electronic form, which will include all manuals for supplied products, system
 operational procedures, system schematics (line diagrams) and wiring diagrams.
- One formal training session at the customer's site, not to exceed [1] hours in duration.

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Scope of Work ONEIDA NATION 54 One Stop C-Store Sound System Proposal # 8005 Date: 6/1/2018

OUT OF SCOPE:

The following items are not included within the scope of the Installing Contractor:

- Electrical system installation, conduit, pathways and raceways.
- Provision of Owner-Furnished Equipment [OFE]
- · Integration with building lighting systems, shades or other systems.
- Installation of bracing, backing and other mounting provisions.
- · Any other work or product not explicitly listed as 'In Scope' above.

CONSTRAINTS:

- Site availability
- · Equipment availability

ASSUMPTIONS:

- · This proposal is dependent upon the following:
- · Air returns are not plenum
- Adequate clearances are present for installation of audiovisual equipment, including millwork, above-ceiling spaces, and any other location in which equipment will be housed.
- All owner furnished equipment proposed for system shall be in like-new functional condition.
- Owner-furnished equipment shall be available no less than one week prior to the start of audiovisual systems integration activities on-site.
- · Electrical Service and conduit is provided as specified and in coordination with the Installing Contractor(s).
- Proposal is accepted within 30 calendar days of quotation.
- All owner and other contractor responsibilities are fulfilled as required in a manner which does not impede the
 audiovisual system installation schedule. (See next section for a list of these responsibilities).

If these assumptions prove to be untrue, a change order will be required to accommodate changes in schedule, pricing, components, or any combination of these items.

OWNER AND OTHER CONTRACTOR RESPONSIBILITIES:

- · The following are the responsibility of the owner or its contractor:
- · Provide access to the work site during the hours of 8:00am to 5:00pm Monday through Friday.
- Provide, install, and terminate any computer network and/or telephone lines.
- Ensure cable pathways are provided as need to complete project.
- Provide and install all conduit and electrical boxes, including floor boxes.
- · Provide and install all high voltage electrical wiring.
- Custom alterations made to furniture to accommodate AV installation.
- · Paint and patch of building structure and ceiling finishes.

WARRANTY:

Arrow AV Group (AAVG) guarantees that all workmanship, and materials, to include all equipment, wire, and connectors, a excluding Owner Furnished Equipment, installed by AAVG as part of the listed audio/video system, shall carry a ONE YEAR WARRANTY from the date of customer acceptance. This warranty excludes incidental or consequential damages of any kind or failures due to normal wear-and-tear. Any service or modification of the audio/video system covered by this warranty, by any party other than AAVG will void this warranty. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system, due to failures covered by this warranty.

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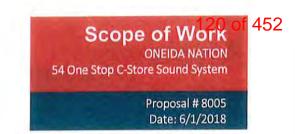
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Public Packet





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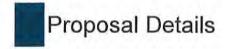
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MFG	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	pema 4125.70	4 CHANNEL NETWORK AUDIO AMPLIFIER WITH DSP (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$2,337.50	\$2,337.50
SOUNDTUBE	CM62-EZS-II-WH	6.5" COAXIAL CEILING SPEAKER (SHALLOW BACK CAN) - WHITE	16.00	\$118.75	\$1,900.00
WINDY CITY WIRE	991380	16 AWG 4 CONDUCTOR SPEAKER WIRE, PLENUM	500.00	\$0.39	\$195.00
CRESTRON	CP3N	3-SERIES CONTROL SYSTEM (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$1,625.00	\$1,625.00
CRESTRON	TSW-560-B-S	5" TOUCH SCREEN, BLACK SMOOTH (WILL REQUIRE OWNER PROVIDED POE NETWORK)	2.00	\$625.00	\$1,250.00
MIDDLE ATLANTIC	EWR-12-22SD	12 SPACE WALL RACK WITH DOOR	1.00	\$463.75	\$463.75
MIDDLE ATLANTIC	U2	2SP RACKSHELF 14.75DP	1.00	\$49.68	\$49.68
MIDDLE ATLANTIC	FEB2	2SP FLAT ECONO BLANK	2.00	\$9.45	\$18.90
MIDDLE ATLANTIC	FEB3	3SP FLAT ECONO BLANK	1.00	\$12.15	\$12.15
SURGEX	SA-1810	Advanced Series Mode Surge Eliminator, EMI/RFI Filter	1.00	\$330.00	\$330.00
ARROW AV GROUP	MISC-MATERIALS	MISCELLANEOUS MATERIALS	1.00	\$395.41	\$395.41
ARROW AV BROUP	FREIGHT	ESTIMATED FREIGHT AND HANDLING COSTS	1.00	\$304.05	\$304.05

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Email: robg@arrowavgroup.com







Terms, Conditions, Payment, and Acceptance

Arrow Audio Inc. (d.b.a. Arrow AV Group), hereinafter referred to as AAVG, WE, US or OUR and:

ONEIDA NATION PO BOX 365 ONEIDA, WI, 54155 USA

Hereinafter referred to as the CUSTOMER, YOU or YOUR agree as follows:

- Equipment: AAVG hereby agrees to sell the equipment, including all parts and services herein after called "the
 equipment" as listed in this proposal. AAVG may substitute comparable equipment with CUSTOMER's consent.
 Deliveries may be made in installments.
- 2. Installation and Location: AAVG will install the equipment at:

ONEIDA NATION PO BOX 365 ONEIDA, WI, 54155 USA Point of Contact: Nate Villarreal

in accordance with the scope of this proposal as accepted by the CUSTOMER.

- 3. Payment/Ordering: Due to the customized nature of your purchase, invoices will be generated as your system design and installation begins. Upon order of equipment for your project, invoices will be generated immediately. Progress billing for installation services will be periodically invoiced. AAVG has proposed this project based on a cash or check payment. Payment by credit card will incur a 4% convenience fee. Terms on invoices are 30 Days net. Finance charges of 1.5% per month will be imposed and collected on unpaid balances 31 days and older. AAVG may deem this contract in default and immediately terminate it if the payment is delinquent in excess of thirty (30) days. If CUSTOMER is in default on payment of invoice(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the CUSTOMER agrees to pay non-recoverable equipment costs, as well as associated installation costs.
- 4. Service/Maintenance: The system will be covered for one year after completion under AAVG's workmanship warranty as outlined within this document. After the first years' included coverage, CUSTOMER has the option of extended warranty programs at the end of one year or can choose to pay for service calls at AAVG's prevailing rates. AAVG does not warrant that the operation of CUSTOMER equipment shall be uninterrupted.
- 5. Liability: AAVG will exercise all reasonable efforts in furnishing the services and equipment provided herein, but shall not be liable for delays or failure due to force majeure, Government, services difficulties, failure of transportation, or other causes beyond the control of AAVG. It is recognized that CUSTOMER equipment contains memory or other devices which have accumulated substantial data. AAVG shall not be liable to the CUSTOMER if any such data is lost or rendered inaccurate, unless such loss or inaccuracy is the result of AAVG's gross negligence. IN NO EVENT SHALL AAVG BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, OR TORT.
- 6. Changes: Any changes to the products or performance requirements detailed in this proposal, whether initiated by AAVG or CUSTOMER, must be approved by both parties through a written change order detailing the changes and associated cost increases or savings for your system.
- 7. Termination: Written notice of termination for cause shall be provided to the other party and termination shall be effective ten (10) days after receipt of said notice. In the event of termination by the CUSTOMER, CUSTOMER agrees to pay AAVG for all non-recoverable equipment costs as well as associated installation charges.

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- 8. Delivery and Installation: AAVG installation crews are scheduled many weeks in advance. We require an 8 to 16-week period to acquire the many custom components, complete final engineering and to permit prefabrication, programming and testing of components. Any deviation from this schedule requires specific discussion and mutual acceptance of an alternative time frame. Once your contract and any applicable down payment are received, all submittals requiring CUSTOMER approval will be generated and submitted. Once CUSTOMER approves all submittals and documents the project will be scheduled for installation.
- Product Availability: AAVG reserves the right to replace any items listed within this proposal with a like model from the same manufacturer. Due to the fact that model numbers and product lifecycles fluctuate within our industry, a new or altered model name may require these changes.
- 10. Designs and Parts List: AAVG is happy to provide you with all of our design documentation should you choose not to use AAVG for the sales and installation of your systems. A design fee of 7.5% of the total proposal price is required and upon receipt, AAVG will produce all design documentation including parts lists, line-item pricing and schematic drawings.
- 11. Training: Training on the operation of your system will be provided to all interested users within your organization. A training session will be scheduled upon the completion of system installation. Every effort will be made to ensure your staff is comfortable with system connections and operation. Please note that training will occur only after final acceptance of your system, and will coincide with the delivery of your custom instruction manuals and as-built drawing set. Training Session will be scheduled for a 2-hour block unless otherwise specified within AAVG documentation.
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- Troubleshooting: Phone assistance is available during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m.
- On-Site Service: On-site warranty service as required during this agreement period will be furnished at no cost to the CUSTOMER during normal business hours.
- Repair Coverage: Parts and services for repair of equipment and wiring permanently installed by AAVG are included under this agreement. Discontinued parts and equipment may be terminated from the agreement.
- 18. Loaner Equipment: In the event of equipment failure, loaner equipment will be provided subject to availability.
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- 21. Insurance. AAVG shall maintain insurance including, but not limited to general liability, umbrella and workers compensation, in reasonable amounts given the scope of services and AAVG's overall business generally. AAVG shall name Customer as an additional insured under all such policies and provide proof of coverage upon Customer's request.

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- 22. Indemnification. From and after the date set first set forth above, AAVG shall indemnify and hold harmless Customer, its directors, officers, personnel, successors and assigns ("Customer Indemnitees") from and against and in any respect of any loss, damage, cost, expense, penalties, fees, fines, charges, liability, obligation, claim, action, suit, demand, judgment and, if applicable, reasonable attorneys' fees and litigation-related expenses (collectively, "Liability") sustained, incurred or paid by any Customer Indemnitee for a third party claim in connection with, resulting from or arising out of:

 (a) any breach of a representation or warranty on the part of AAVG hereunder;
 (b) any breach or nonfulfillment of any covenant, obligation or agreement on the part of AAVG hereunder;
 (c) any violation of law;
 (d) any employment-related claims by any employee, independent contractor, agent or representative of AAVG;
 (e) the negligence or misconduct of AAVG.
- 23. Certain Representations and Warranties. AAVG represents and warrants that (i) all materials used to provide the services are appropriate and fit for the performance of the services, (ii) the services will be provided in a professional and workmanlike manner in accordance with accepted industry standards and (iii) the services will be performed in accordance with all applicable laws, regulations, rules, and governmental requirements.
- 24. Notices. Any notices, consents other communication required to be sent or given hereunder by any of the parties shall in every case be in writing and shall be deemed properly given if (a) delivered personally or (b) delivered by a recognized overnight courier service, to the applicable party at its addresses as set forth below or at such other addresses as may be furnished in writing:

If to Customer: Customer Name, Attn:	
If to AAVG:	
Arrow Audio Inc. Attn:	_

25. Governing Law and Venue. This agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, provided that nothing in this Agreement shall be interpreted or construed as a waiver, express or implied, of Customer's sovereign immunity.

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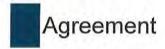
Date Issued: April 5, 2019

Phone: (920)731-4888 EXT 347

Cell: (920)851-2629 Fax: (920)731-4640

Email: robg@arrowavgroup.com





AGREEMENT

By signing below, both the **CUSTOMER** and **AAVG** acknowledge that they have read, understood and agree to be bound by the terms and conditions of this agreement, and that the persons signing are duly authorized to do so. Facsimilie and scanned signatures shall be considered the same as original signatures.

Accepted and Approved for:

Arrow Audio Inc. (d.b.a. Arrow AV Group)

Project Summary

Equipment:	\$8,881.44
Services:	\$5,635.00
Subtotal:	\$14,516.44
Tax:	\$0.00
 Total:	\$14,516.44
Ву:	
Print:	
Title:	
Date:	
PO#:	(4)
	Services:

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Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913 www.arrowavgroup.com



Oneida E&EE One Stop Sound System

Proposal #9530

Prepared for:

Proposal Issued: 4/5/2019

Name

Nate Villarreal

Company

ONEIDA NATION

Address

PO BOX 365

ONEIDA, WI 54155

Proposal Valid to: 5/5/2019

Statement of Confidentiality

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Arrow Audio Inc..

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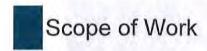
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RESPONSE TO RFP ONEIDA NATION RETAIL SOUND SYSTEM INITIATIVE

PROJECT REFERENCES:

- Oneida Nation Approved Vendor/Contractor
- Oneida Casino Mason Street Casino Background Music/Paging System (in process)
- · Oneida Casino Main Casino Background Music/Paging System
- · Oneida Casino Main Casino High Stakes Remodel
- Oneida Casino IMAC Annex Audio System
- · Oneida Casino IMAC Bingo Audio System

INTRODUCTION:

Located in Appleton Wisconsin, Arrow AV Group (Arrow Audio Inc.) has been committed to quality service and the satisfaction of our customers for over 40 years. With our dedicated, highly trained staff we have the experience and flexibility required to provide reliable, user friendly AV Systems. Our team specializes in a standards-driven design, integration, and support for business, government, healthcare, educational and religious markets. Our design/build capabilities differentiate us from other integrator. Being involved with all phases of a project enables clients to work with a single organization from concept through completion.

The purpose of this document is to aid stakeholders and project managers in determining budgets for their audiovisual technology needs. A review of the needs analysis and site visit(s) may be required prior to proceeding with a project. The meeting(s) will help clarify any questions and concerns in regards to AV System functionality, equipment selection, and installation methods. Our goal of this meeting(s) is to ensure system functionality expectations are met upon installation of your new AV system(s).

Unforeseen installation challenges could affect the overall budget costs of equipment selection and installation. This document assumes the space is constructed with standard 2x4 wall construction, finished with drywall, have a standard 2'x2' or 2'x4' drop ceiling with less than 5' of unfinished space above tile without any obstructions (lighting, HVAC, fire sprinkler heads, etc.) with a minimum finished ceiling height of 10', and conforms to state and local building codes.

Should the space you are in the process of budgeting for fall outside the standard room size requirements, does not meet construction requirements, or requires additional functionality such as room combining/joining, additional input locations, multiple video displays, etc. the AV Budget may need to be adjusted.

Note Conduit from all AV related floor boxes, AV wall plates, and AV wall boxes will be stubbed up to above the finished ceiling height within the s[ace and installed by "others". There may also be high voltage power and owner network (AV VLAN) connectivity requirements that may need to be provided and installed by "others".

PROJECT OBJECTIVE:

The objective of this project is to design, implement, and support a new Zoned Background Music System for the space.

FEATURES & FUNCTIONALITY:

The design criteria for the space is a four zone audio system with volume control from the Mangers Office, Point of Sale Area, and Remotely via CRESTRON X-Panel Software. The remote features will enable ON/OFF scheduling as well as the ability to mute system remotely should there be a customer complaint. Once system is muted, the audio must be restored by

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management. Audio volume levels will be set and approved by management at the time of implementation.

System Audio:

- Zoned Audio Amplifier
 - · Retail Sales Floor and Restrooms
 - Point of Sale Area
 - Break Room/Area
 - Managers Office

System Input(s):

- Owner Provided Moodmix Player Network Audio Player
 - Software and subscriptions fees to be paid and verified by owner prior to AAVG implementation

System Control:

- · CRESTRON Touch Panel located at POS area and Managers Office
 - ON/OFF
 - ON/OFF Remote Scheduling
 - Zone Volume Control UP/Down
 - POS Touch Panel should NOT control volume in mangers office
 - POS Touch Panel should NOT be able to restore audio if muted remotely or mangers office

Equipment Racking & Power Conditioning:

Wall mounted equipment rack with locking front door and 120v power conditioning (located in IDF)

IN SCOPE:

Arrow AV Group shall furnish:

- · All products as listed within the 'Proposal' section of this document.
- · All wire, connectors and cabling necessary.
- All labor related to physical installation, programming, tuning, testing and alignment of the Products listed, as required to deliver the stated functional requirements.
- · Travel and expenses directly attributable to in-scope labor.
- Programming, testing, tuning and alignment of all systems to deliver the above stated functionality.
- All devices to facilitate system operation, regardless of its inclusion in the Specification. Such devices include but are
 not limited to power supplies, impedance matching devices, thermal management devices, transformers, line pads, line
 amplifiers, EDID emulators, signal repeaters, cable equalizers, relay and LED power supplies, and other devices as
 necessary to interface, control, or balance the AV systems.
- All components necessary to mount, install and secure the system components, including but not limited to fasteners, mounting brackets, rack hardware, termination plugs, jacks, faceplate mounting hardware, and other unique components as necessary to securely mount equipment and panels.
- All equipment not specified as portable shall be held firmly in place and supported with structure capable of supporting
 the load with a minimum safety factor of 5:1 or as approved by the equipment manufacturer or Professional Engineer.
- Commissioning labor, including system validation, testing, and reporting of test results.
- An Operation and Maintenance Manual in electronic form, which will include all manuals for supplied products, system
 operational procedures, system schematics (line diagrams) and wiring diagrams.
- One formal training session at the customer's site, not to exceed [1] hours in duration.

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Email: robg@arrowavgroup.com

Initials: _____

Scope of Work ONEIDA NATION Oneida E&EE One Stop Sound System Proposal # 9530 Date: 12/21/2018

OUT OF SCOPE:

The following items are not included within the scope of the Installing Contractor:

- · Electrical system installation, conduit, pathways and raceways.
- Provision of Owner-Furnished Equipment [OFE]
- · Integration with building lighting systems, shades or other systems.
- Installation of bracing, backing and other mounting provisions.
- Any other work or product not explicitly listed as 'In Scope' above.

CONSTRAINTS:

- Site availability
- · Equipment availability

ASSUMPTIONS:

- · This proposal is dependent upon the following:
- · Air returns are not plenum
- Adequate clearances are present for installation of audiovisual equipment, including millwork, above-ceiling spaces, and any other location in which equipment will be housed.
- All owner furnished equipment proposed for system shall be in like-new functional condition.
- Owner-furnished equipment shall be available no less than one week prior to the start of audiovisual systems integration activities on-site.
- Electrical Service and conduit is provided as specified and in coordination with the Installing Contractor(s).
- · Proposal is accepted within 30 calendar days of quotation.
- All owner and other contractor responsibilities are fulfilled as required in a manner which does not impede the
 audiovisual system installation schedule. (See next section for a list of these responsibilities).

If these assumptions prove to be untrue, a change order will be required to accommodate changes in schedule, pricing, components, or any combination of these items.

OWNER AND OTHER CONTRACTOR RESPONSIBILITIES:

- · The following are the responsibility of the owner or its contractor:
- Provide access to the work site during the hours of 8:00am to 5:00pm Monday through Friday.
- · Provide, install, and terminate any computer network and/or telephone lines.
- Ensure cable pathways are provided as need to complete project.
- Provide and install all conduit and electrical boxes, including floor boxes.
- Provide and install all high voltage electrical wiring.
- Custom alterations made to furniture to accommodate AV installation.
- Paint and patch of building structure and ceiling finishes.

WARRANTY:

Arrow AV Group (AAVG) guarantees that all workmanship, and materials, to include all equipment, wire, and connectors, excluding Owner Furnished Equipment, installed by AAVG as part of the listed audio/video system, shall carry a ONE YEAR WARRANTY from the date of customer acceptance. This warranty excludes incidental or consequential damages of any kind or failures due to normal wear-and-tear. Any service or modification of the audio/video system covered by this warranty, by any party other than AAVG will void this warranty. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system, due to failures covered by this warranty.

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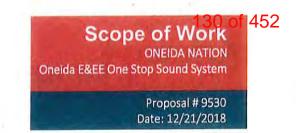
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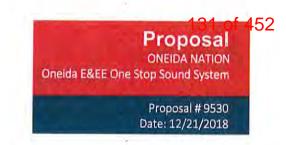
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Public Packet





Proposal Details

MFG	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	pema 4125.70	4 CHANNEL NETWORK AUDIO AMPLIFIER WITH DSP (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$2,337.50	\$2,337.50
SOUNDTUBE	CM62-EZS-II-WH	6.5" COAXIAL CEILING SPEAKER (SHALLOW BACK CAN) - WHITE	10.00	\$118.75	\$1,187.50
WINDY CITY WIRE	991380	16 AWG 4 CONDUCTOR SPEAKER WIRE, PLENUM	500.00	\$0.39	\$195.00
CRESTRON	CP3N	3-SERIES CONTROL SYSTEM (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$1,625.00	\$1,625.00
CRESTRON	.TSW-560-B-S	5" TOUCH SCREEN, BLACK SMOOTH (WILL REQUIRE OWNER PROVIDED POE NETWORK)	2.00	\$625.00	\$1,250.00
MIDDLE ATLANTIC	EWR-12-22SD	12 SPACE WALL RACK WITH DOOR	1.00	\$463.75	\$463.75
MIDDLE ATLANTIC	FEB2	2SP FLAT ECONO BLANK	2.00	\$9.45	\$18.90
MIDDLE ATLANTIC	FEB3	3SP FLAT ECONO BLANK	1.00	\$12.15	\$12,15
MIDDLE ATLANTIC	U2	2SP RACKSHELF 14.75DP	1.00	\$49.68	\$49.68
SURGEX	SA-1810	Advanced Series Mode Surge Eliminator, EMI/RFI Filter	1.00	\$330.00	\$330.00
ARROW AV	MISC-MATERIALS	MISCELLANEOUS MATERIALS	1,00	\$396,41	\$396.41
ARROW AV GROUP	FREIGHT	ESTIMATED FREIGHT AND HANDLING COSTS	1.00	\$304.05	\$304.05

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Email: robg@arrowavgroup.com







Terms, Conditions, Payment, and Acceptance

Arrow Audio Inc. (d.b.a. Arrow AV Group), hereinafter referred to as AAVG, WE, US or OUR and:

ONEIDA NATION PO BOX 365 ONEIDA, WI, 54155 USA

Hereinafter referred to as the CUSTOMER, YOU or YOUR agree as follows:

- Equipment: AAVG hereby agrees to sell the equipment, including all parts and services herein after called "the
 equipment" as listed in this proposal. AAVG may substitute comparable equipment with CUSTOMER's consent.
 Deliveries may be made in installments.
- 2. Installation and Location: AAVG will install the equipment at:

ONEIDA NATION PO BOX 365 ONEIDA, WI, 54155 USA Point of Contact: Nate Villarreal

in accordance with the scope of this proposal as accepted by the CUSTOMER.

- 3. Payment/Ordering: Due to the customized nature of your purchase, invoices will be generated as your system design and installation begins. Upon order of equipment for your project, invoices will be generated immediately. Progress billing for installation services will be periodically invoiced. AAVG has proposed this project based on a cash or check payment. Payment by credit card will incur a 4% convenience fee. Terms on invoices are 30 Days net. Finance charges of 1.5% per month will be imposed and collected on unpaid balances 31 days and older. AAVG may deem this contract in default and immediately terminate it if the payment is delinquent in excess of thirty (30) days. If CUSTOMER is in default on payment of invoice(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the CUSTOMER agrees to pay non-recoverable equipment costs, as well as associated installation costs.
- 4. Service/Maintenance: The system will be covered for one year after completion under AAVG's workmanship warranty as outlined within this document. After the first years' included coverage, CUSTOMER has the option of extended warranty programs at the end of one year or can choose to pay for service calls at AAVG's prevailing rates. AAVG does not warrant that the operation of CUSTOMER equipment shall be uninterrupted.
- 5. Liability: AAVG will exercise all reasonable efforts in furnishing the services and equipment provided herein, but shall not be liable for delays or failure due to force majeure, Government, services difficulties, failure of transportation, or other causes beyond the control of AAVG. It is recognized that CUSTOMER equipment contains memory or other devices which have accumulated substantial data. AAVG shall not be liable to the CUSTOMER if any such data is lost or rendered inaccurate, unless such loss or inaccuracy is the result of AAVG's gross negligence. IN NO EVENT SHALL AAVG BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, OR TORT.
- 6. Changes: Any changes to the products or performance requirements detailed in this proposal, whether initiated by AAVG or CUSTOMER, must be approved by both parties through a written change order detailing the changes and associated cost increases or savings for your system.
- 7. Termination: Written notice of termination for cause shall be provided to the other party and termination shall be effective ten (10) days after receipt of said notice. In the event of termination by the CUSTOMER, CUSTOMER agrees to pay AAVG for all non-recoverable equipment costs as well as associated installation charges.

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Public Packet



- 8. Delivery and Installation: AAVG installation crews are scheduled many weeks in advance. We require an 8 to 16-week period to acquire the many custom components, complete final engineering and to permit prefabrication, programming and testing of components. Any deviation from this schedule requires specific discussion and mutual acceptance of an alternative time frame. Once your contract and any applicable down payment are received, all submittals requiring CUSTOMER approval will be generated and submitted. Once CUSTOMER approves all submittals and documents the project will be scheduled for installation.
- Product Availability: AAVG reserves the right to replace any items listed within this proposal with a like model from the same manufacturer. Due to the fact that model numbers and product lifecycles fluctuate within our industry, a new or altered model name may require these changes.
- 10. Designs and Parts List: AAVG is happy to provide you with all of our design documentation should you choose not to use AAVG for the sales and installation of your systems. A design fee of 7.5% of the total proposal price is required and upon receipt, AAVG will produce all design documentation including parts lists, line-item pricing and schematic drawings.
- 11. Training: Training on the operation of your system will be provided to all interested users within your organization. A training session will be scheduled upon the completion of system installation. Every effort will be made to ensure your staff is comfortable with system connections and operation. Please note that training will occur only after final acceptance of your system, and will coincide with the delivery of your custom instruction manuals and as-built drawing set. Training Session will be scheduled for a 2-hour block unless otherwise specified within AAVG documentation.
- 12. Owner/Contractor responsibilities: Refer to attached SCOPE OF WORK for additional CUSTOMER responsibilities.
- Warranty: All systems designed and installed by AAVG include our exceptional on-site warranty, which ensures the reliability and performance of your new system investment. On-site service is provided at no cost for one full year from the date of CUSTOMER acceptance. This warranty covers all new installed electronic equipment and workmanship, to include all equipment, wire and connectors installed by AAVG as part of the listed audio/video system, provided by our staff. Any changes made to the system by any party other than AAVG or one of its approved contractor's during the warranty period will void the warranty. Except as specified below, your AAVG warranty covers any defects in the material and workmanship of the product specified by job number noted within this agreement. The fitness of warranty coverage shall be at the sole discretion of AAVG. This warranty excludes incidental or consequential damages of any kind, failures due to normal wear-and-tear or force majeure. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system due to failures covered or not covered by this warranty.
- 14. Preventive Maintenance: This agreement includes all parts and services required for two preventive maintenance service calls within the warranty period. This includes cleaning and alignment of system components, as well as testing and adjustment of the system.
- Troubleshooting: Phone assistance is available during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m.
- On-Site Service: On-site warranty service as required during this agreement period will be furnished at no cost to the CUSTOMER during normal business hours.
- Repair Coverage: Parts and services for repair of equipment and wiring permanently installed by AAVG are included under this agreement. Discontinued parts and equipment may be terminated from the agreement.
- Loaner Equipment: In the event of equipment failure, loaner equipment will be provided subject to availability.
- Response Time: Response to service requests shall be within one business day.
- 20. Exceptions this agreement does not cover:
 - Repairs to, or replacement of, Owner Furnished Equipment (OFE) or services related to remedy issues with said OFE.
 - Repairs or service required as a result of misuse, abuse, unauthorized modification, or force majeure
 - Consumable accessories including lamps, batteries, external cables, etc.
 - Changes to accepted programming
 - Image "burn in" on display devices
 - Videoconferencing equipment (service plans are available specific to videoconferencing equipment.)
- 21. Insurance. AAVG shall maintain insurance including, but not limited to general liability, umbrella and workers compensation, in reasonable amounts given the scope of services and AAVG's overall business generally. AAVG shall name Customer as an additional insured under all such policies and provide proof of coverage upon Customer's request.

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Email: robg@arrowavgroup.com



- 22. Indemnification. From and after the date set first set forth above, AAVG shall indemnify and hold harmless Customer, its directors, officers, personnel, successors and assigns ("Customer Indemnitees") from and against and in any respect of any loss, damage, cost, expense, penalties, fees, fines, charges, liability, obligation, claim, action, suit, demand, judgment and, if applicable, reasonable attorneys' fees and litigation-related expenses (collectively, "Liability") sustained, incurred or paid by any Customer Indemnitee for a third party claim in connection with, resulting from or arising out of:

 (a) any breach of a representation or warranty on the part of AAVG hereunder;
 (b) any breach or nonfulfillment of any covenant, obligation or agreement on the part of AAVG hereunder;
 (c) any violation of law;
 (d) any employment-related claims by any employee, independent contractor, agent or representative of AAVG;
 (e) the negligence or misconduct of AAVG.
- 23. Certain Representations and Warranties. AAVG represents and warrants that (i) all materials used to provide the services are appropriate and fit for the performance of the services, (ii) the services will be provided in a professional and workmanlike manner in accordance with accepted industry standards and (iii) the services will be performed in accordance with all applicable laws, regulations, rules, and governmental requirements.
- 24. Notices. Any notices, consents other communication required to be sent or given hereunder by any of the parties shall in every case be in writing and shall be deemed properly given if (a) delivered personally or (b) delivered by a recognized overnight courier service, to the applicable party at its addresses as set forth below or at such other addresses as may be furnished in writing:

If to Customer: Customer Name. Attn:	
If to AAVG: Arrow Audio Inc.	
Attn:	=

25. Governing Law and Venue. This agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, provided that nothing in this Agreement shall be interpreted or construed as a waiver, express or implied, of Customer's sovereign immunity.

Amendments. This Agreement includes the items above as well as any additional terms and conditions as specifically included in Amendment "A" which must be attached and signed by both parties to this agreement.

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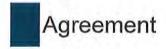
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Accepted and Approved for:

Arrow Audio Inc. (d.b.a. Arrow AV Group)

Project Summary

	÷	Equipment:	\$8,169.94
		Services:	\$5,255.00
		Subtotal:	\$13,424.94
		Tax:	\$0.00
		Total:	\$13,424.94
Ву:	Ву:		
Print: Robert Geerdts	Print:		*
Title: Salesperson	Title:		
Date: April 5, 2019	Date:		
	PO#:	*	

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Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913 www.arrowavgroup.com



Oneida Travel Center C-Store Sound System

Proposal #8006

Prepared for:

Proposal Issued: 4/5/2019

Name

Nate Villarreal

Company

ONEIDA NATION

Address

PO BOX 365

ONEIDA, WI 54155

Proposal Valid to: 5/5/2019

Statement of Confidentiality

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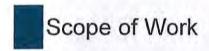
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RESPONSE TO RFP ONEIDA NATION RETAIL SOUND SYSTEM INITIATIVE

PROJECT REFERENCES:

- Oneida Nation Approved Vendor/Contractor
- Oneida Casino Mason Street Casino Background Music/Paging System (in process)
- · Oneida Casino Main Casino Background Music/Paging System
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- · Oneida Casino IMAC Bingo Audio System

INTRODUCTION:

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The objective of this project is to design, implement, and support a new Zoned Background Music System for the space.

FEATURES & FUNCTIONALITY:

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Presented by: Robert Geerdts

Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913

Date Issued: April 5, 2019

Phone: (920)731-4888 EXT 347

Cell: (920)851-2629 Fax: (920)731-4640

Email: robg@arrowavgroup.com



management. Audio volume levels will be set and approved by management at the time of implementation.

System Audio:

- · Zoned Audio Amplifier
 - · Retail Sales Floor and Restrooms
 - Point of Sale Area
 - Break Room/Area
 - Managers Office

System Input(s):

- Owner Provided Moodmix Player Network Audio Player
 - Software and subscriptions fees to be paid and verified by owner prior to AAVG implementation

System Control:

- · CRESTRON Touch Panel located at POS area and Managers Office
 - ON/OFF
 - ON/OFF Remote Scheduling
 - Zone Volume Control UP/Down
 - POS Touch Panel should NOT control volume in mangers office
 - POS Touch Panel should NOT be able to restore audio if muted remotely or mangers office

Equipment Racking & Power Conditioning:

Wall mounted equipment rack with locking front door and 120v power conditioning (located in IDF)

IN SCOPE:

Arrow AV Group shall furnish:

- · All products as listed within the 'Proposal' section of this document.
- All wire, connectors and cabling necessary.
- All labor related to physical installation, programming, tuning, testing and alignment of the Products listed, as required to deliver the stated functional requirements.
- · Travel and expenses directly attributable to in-scope labor.
- Programming, testing, tuning and alignment of all systems to deliver the above stated functionality.
- All devices to facilitate system operation, regardless of its inclusion in the Specification. Such devices include but are
 not limited to power supplies, impedance matching devices, thermal management devices, transformers, line pads, line
 amplifiers, EDID emulators, signal repeaters, cable equalizers, relay and LED power supplies, and other devices as
 necessary to interface, control, or balance the AV systems.
- All components necessary to mount, install and secure the system components, including but not limited to fasteners, mounting brackets, rack hardware, termination plugs, jacks, faceplate mounting hardware, and other unique components as necessary to securely mount equipment and panels.
- All equipment not specified as portable shall be held firmly in place and supported with structure capable of supporting
 the load with a minimum safety factor of 5:1 or as approved by the equipment manufacturer or Professional Engineer.
- Commissioning labor, including system validation, testing, and reporting of test results.
- An Operation and Maintenance Manual in electronic form, which will include all manuals for supplied products, system
 operational procedures, system schematics (line diagrams) and wiring diagrams.
- · One formal training session at the customer's site, not to exceed [1] hours in duration.

This information is proprietar	y and confidential	. @ Arrow AV Group	. This proposal	valid for thirty	days from issue.
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Scope of Work ONEIDA NATION Oneida Travel Center C-Store Sound System Proposal # 8006

OUT OF SCOPE:

The following items are not included within the scope of the Installing Contractor:

- · Electrical system installation, conduit, pathways and raceways.
- · Provision of Owner-Furnished Equipment [OFE]
- · Integration with building lighting systems, shades or other systems.
- Installation of bracing, backing and other mounting provisions.
- Any other work or product not explicitly listed as 'In Scope' above.

CONSTRAINTS:

- · Site availability
- · Equipment availability

ASSUMPTIONS:

- · This proposal is dependent upon the following:
- · Air returns are not plenum
- Adequate clearances are present for installation of audiovisual equipment, including millwork, above-ceiling spaces, and any other location in which equipment will be housed.
- All owner furnished equipment proposed for system shall be in like-new functional condition.
- Owner-furnished equipment shall be available no less than one week prior to the start of audiovisual systems integration activities on-site.
- Electrical Service and conduit is provided as specified and in coordination with the Installing Contractor(s).
- · Proposal is accepted within 30 calendar days of quotation.
- All owner and other contractor responsibilities are fulfilled as required in a manner which does not impede the
 audiovisual system installation schedule. (See next section for a list of these responsibilities).

If these assumptions prove to be untrue, a change order will be required to accommodate changes in schedule, pricing, components, or any combination of these items.

OWNER AND OTHER CONTRACTOR RESPONSIBILITIES:

- · The following are the responsibility of the owner or its contractor:
- Provide access to the work site during the hours of 8:00am to 5:00pm Monday through Friday.
- · Provide, install, and terminate any computer network and/or telephone lines.
- Ensure cable pathways are provided as need to complete project.
- Provide and install all conduit and electrical boxes, including floor boxes.
- Provide and install all high voltage electrical wiring.
- Custom alterations made to furniture to accommodate AV installation.
- Paint and patch of building structure and ceiling finishes.

WARRANTY:

Arrow AV Group (AAVG) guarantees that all workmanship, and materials, to include all equipment, wire, and connectors, excluding Owner Furnished Equipment, installed by AAVG as part of the listed audio/video system, shall carry a ONE YEAR WARRANTY from the date of customer acceptance. This warranty excludes incidental or consequential damages of any kind or failures due to normal wear-and-tear. Any service or modification of the audio/video system covered by this warranty, by any party other than AAVG will void this warranty. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system, due to failures covered by this warranty.

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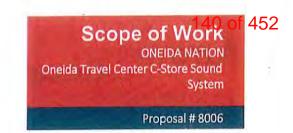
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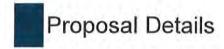
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MFG	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	pema 4125.70	4 CHANNEL NETWORK AUDIO AMPLIFIER WITH DSP (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$2,337.50	\$2,337.50
SOUNDTUBE	CM62-EZS-II-WH	6.5" COAXIAL CEILING SPEAKER (SHALLOW BACK CAN) - WHITE	10.00	\$118.75	\$1,187.50
WINDY CITY WIRE	991380	16 AWG 4 CONDUCTOR SPEAKER WIRE, PLENUM	500.00	\$0.39	\$195.00
CRESTRON	CP3N	3-SERIES CONTROL SYSTEM (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$1,625.00	\$1,625.00
CRESTRON	TSW-560-B-S	5" TOUCH SCREEN, BLACK SMOOTH (WILL REQUIRE OWNER PROVIDED POE NETWORK)	2.00	\$625.00	\$1,250.00
MIDDLE ATLANTIC	EWR-12-22SD	12 SPACE WALL RACK WITH DOOR	1.00	\$463.75	\$463.75
MIDDLE ATLANTIC	U2 .	2SP RACKSHELF 14.75DP	1.00	\$49.68	\$49.68
MIDDLE ATLANTIC	FEB2	2SP FLAT ECONO BLANK	2.00	\$9.45	\$18.90
MIDDLE ATLANTIC	FEB3	3SP FLAT ECONO BLANK	1.00	\$12.15	\$12.15
SURGEX	SA-1810	Advanced Series Mode Surge Eliminator, EMI/RFI Filter	1.00	\$330.00	\$330.00
ARROW AV GROUP	MISC-MATERIALS	MISCELLANEOUS MATERIALS	-1.00	\$395.41	\$395.41
ARROW AV GROUP	FREIGHT	ESTIMATED FREIGHT AND HANDLING COSTS	1.00	\$304.05	\$304.05

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Terms, Conditions, Payment, and Acceptance

Arrow Audio Inc. (d.b.a. Arrow AV Group), hereinafter referred to as AAVG, WE, US or OUR and:

ONEIDA NATION PO BOX 365 ONEIDA, WI, 54155 USA

Hereinafter referred to as the CUSTOMER, YOU or YOUR agree as follows:

- Equipment: AAVG hereby agrees to sell the equipment, including all parts and services herein after called "the
 equipment" as listed in this proposal. AAVG may substitute comparable equipment with CUSTOMER's consent.
 Deliveries may be made in installments.
- Installation and Location: AAVG will install the equipment at:

ONEIDA NATION PO BOX 365 ONEIDA, WI, 54155 USA Point of Contact: Nate Villarreal

in accordance with the scope of this proposal as accepted by the CUSTOMER.

- 3. Payment/Ordering: Due to the customized nature of your purchase, invoices will be generated as your system design and installation begins. Upon order of equipment for your project, invoices will be generated immediately. Progress billing for installation services will be periodically invoiced. AAVG has proposed this project based on a cash or check payment. Payment by credit card will incur a 4% convenience fee. Terms on invoices are 30 Days net. Finance charges of 1.5% per month will be imposed and collected on unpaid balances 31 days and older. AAVG may deem this contract in default and immediately terminate it if the payment is delinquent in excess of thirty (30) days. If CUSTOMER is in default on payment of invoice(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the CUSTOMER agrees to pay any non-recoverable equipment costs, as well as associated installation costs.
- 4. Service/Maintenance: The system will be covered for one year after completion under AAVG's workmanship warranty as outlined within this document. After the first years' included coverage, CUSTOMER has the option of extended warranty programs at the end of one year or can choose to pay for service calls at AAVG's prevailing rates. AAVG does not warrant that the operation of CUSTOMER equipment shall be uninterrupted.
- 5. Liability: AAVG will exercise all reasonable efforts in furnishing the services and equipment provided herein, but shall not be liable for delays or failure due to force majeure, Government, services difficulties, failure of transportation, or other causes beyond the control of AAVG. It is recognized that CUSTOMER equipment contains memory or other devices which have accumulated substantial data. AAVG shall not be liable to the CUSTOMER if any such data is lost or rendered inaccurate, unless such loss or inaccuracy is the result of AAVG's gross negligence. IN NO EVENT SHALL AAVG BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, OR TORT.
- Changes: Any changes to the products or performance requirements detailed in this proposal, whether initiated by AAVG
 or CUSTOMER, must be approved by both parties through a written change order detailing the changes and associated
 cost increases or savings for your system.
- 7. Termination: Written notice of termination for cause shall be provided to the other party and termination shall be effective ten (10) days after receipt of said notice. In the event of termination by the CUSTOMER, CUSTOMER agrees to pay AAVG for all non-recoverable equipment costs as well as associated installation charges.

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- 8. Delivery and Installation: AAVG installation crews are scheduled many weeks in advance. We require an 8 to 16-week period to acquire the many custom components, complete final engineering and to permit prefabrication, programming and testing of components. Any deviation from this schedule requires specific discussion and mutual acceptance of an alternative time frame. Once your contract and any applicable down payment are received, all submittals requiring CUSTOMER approval will be generated and submitted. Once CUSTOMER approves all submittals and documents the project will be scheduled for installation.
- Product Availability: AAVGreserves the right to replace any items listed within this proposal with a like model from the same manufacturer. Due to the fact that model numbers and product lifecycles fluctuate within our industry, a new or altered model name may require these changes.
- 10. Designs and Parts List: AAVG is happy to provide you with all of our design documentation should you choose not to use AAVG for the sales and installation of your systems. A design fee of 7.5% of the total proposal price is required and upon receipt, AAVG will produce all design documentation including parts lists, line-item pricing and schematic drawings.
- 11. Training: Training on the operation of your system will be provided to all interested users within your organization. A training session will be scheduled upon the completion of system installation. Every effort will be made to ensure your staff is comfortable with system connections and operation. Please note that training will occur only after final acceptance of your system, and will coincide with the delivery of your custom instruction manuals and as-built drawing set. Training Session will be scheduled for a 2-hour block unless otherwise specified within AAVG documentation.
- 12. Owner/Contractor responsibilities: Refer to attached SCOPE OF WORK for additional CUSTOMER responsibilities.
- 13. Warranty: All systems designed and installed by AAVG include our exceptional on-site warranty, which ensures the reliability and performance of your new system investment. On-site service is provided at no cost for one full'year from the date of CUSTOMER acceptance. This warranty covers all new installed electronic equipment and workmanship, to include all equipment, wire and connectors installed by AAVG as part of the listed audio/video system, provided by our staff. Any changes made to the system by any party other than AAVG or one of its approved contractor's during the warranty period will void the warranty. Except as specified below, your AAVG warranty covers any defects in the material and workmanship of the product specified by job number noted within this agreement. The fitness of warranty coverage shall be at the sole discretion of AAVG. This warranty excludes incidental or consequential damages of any kind, failures due to normal wear-and-tear or force majeure. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system due to failures covered or not covered by this warranty.
- 14. Preventive Maintenance: This agreement includes all parts and services required for two preventive maintenance service calls within the warranty period. This includes cleaning and alignment of system components, as well as testing and adjustment of the system.
- Troubleshooting: Phone assistance is available during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m.
- On-Site Service: On-site warranty service as required during this agreement period will be furnished at no cost to the CUSTOMER during normal business hours.
- Repair Coverage: Parts and services for repair of equipment and wiring permanently installed by AAVG are included under this agreement. Discontinued parts and equipment may be terminated from the agreement.
- 18. Loaner Equipment: In the event of equipment failure, loaner equipment will be provided subject to availability.
- Response Time: Response to service requests shall be within one business day.
- 20. Exceptions this agreement does not cover:
 - Repairs to, or replacement of, Owner Furnished Equipment (OFE) or services related to remedy issues with said OFE.
 - Repairs or service required as a result of misuse, abuse, unauthorized modification, or force majeure
 - Consumable accessories including lamps, batteries, external cables, etc.
 - Changes to accepted programming
 - Image "burn in" on display devices
 - Videoconferencing equipment (service plans are available specific to videoconferencing equipment.)
- 21. Insurance. AAVG shall maintain insurance including, but not limited to general liability, umbrella and workers compensation, in reasonable amounts given the scope of services and AAVG's overall business generally. AAVG shall name Customer as an additional insured under all such policies and provide proof of coverage upon Customer's request.

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Public Packet





- 22. Indemnification. From and after the date set first set forth above, AAVG shall indemnify and hold harmless Customer, its directors, officers, personnel, successors and assigns ("Customer Indemnitees") from and against and in any respect of any loss, damage, cost, expense, penalties, fees, fines, charges, liability, obligation, claim, action, suit, demand, judgment and, if applicable, reasonable attorneys' fees and litigation-related expenses (collectively, "Liability") sustained, incurred or paid by any Customer Indemnitee for a third party claim in connection with, resulting from or arising out of:

 (a) any breach of a representation or warranty on the part of AAVG hereunder;
 (b) any breach or nonfulfillment of any covenant, obligation or agreement on the part of AAVG hereunder;
 (c) any violation of law;
 (d) any employee, independent contractor, agent or representative of AAVG;
 (e) the negligence or misconduct of AAVG.
- 23. Certain Representations and Warranties. AAVG represents and warrants that (i) all materials used to provide the services are appropriate and fit for the performance of the services, (ii) the services will be provided in a professional and workmanlike manner in accordance with accepted industry standards and (iii) the services will be performed in accordance with all applicable laws, regulations, rules, and governmental requirements.
- 24. Notices. Any notices, consents other communication required to be sent or given hereunder by any of the parties shall in every case be in writing and shall be deemed properly given if (a) delivered personally or (b) delivered by a recognized overnight courier service, to the applicable party at its addresses as set forth below or at such other addresses as may be furnished in writing:

If to Customer: Customer Name. Attn:	_
If to AAVG: Arrow Audio Inc.	
Attn:	=

25. Governing Law and Venue. This agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, provided that nothing in this Agreement shall be interpreted or construed as a waiver, express or implied, of Customer's sovereign immunity.

26. Amendments. This Agreement includes the items above as well as any additional terms and conditions as specifically included in Amendment "A" which must be attached and signed by both parties to this agreement.

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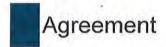
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AGREEMENT

By signing below, both the **CUSTOMER** and **AAVG** acknowledge that they have read, understood and agree to be bound by the terms and conditions of this agreement, and that the persons signing are duly authorized to do so. Facsimilie and scanned signatures shall be considered the same as original signatures.

Accepted and Approved for:

Arrow Audio Inc. (d.b.a. Arrow AV Group)

Project Summary	a a	Ä
	Equipment:	\$8,168.94
	Services:	\$5,255.00
	Subtotal:	\$13,423.94
	Tax:	\$0.00
	Total:	\$13,423.94
Ву:	Ву:	
Print: Robert Geerdts	Print:	-
Title: Salesperson	Title:	
Date: April 5, 2019	Date:	
	PO#:	

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Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913 www.arrowavgroup.com



Packerland One Stop C-Store Sound System

Proposal #8002

Prepared for:

Proposal Issued: 4/5/2019

Name

Nate Villarreal

Company

ONEIDA NATION

Address

PO BOX 365

ONEIDA, WI 54155

Proposal Valid to: 5/5/2019

Statement of Confidentiality

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Arrow Audio Inc..

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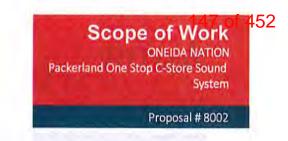
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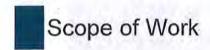
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RESPONSE TO RFP ONEIDA NATION RETAIL SOUND SYSTEM INITIATIVE

PROJECT REFERENCES:

- Oneida Nation Approved Vendor/Contractor
- Oneida Casino Mason Street Casino Background Music/Paging System (in process)
- Oneida Casino Main Casino Background Music/Paging System
- Oneida Casino Main Casino High Stakes Remodel
- · Oneida Casino IMAC Annex Audio System
- · Oneida Casino IMAC Bingo Audio System

INTRODUCTION:

Located in Appleton Wisconsin, Arrow AV Group (Arrow Audio Inc.) has been committed to quality service and the satisfaction of our customers for over 40 years. With our dedicated, highly trained staff we have the experience and flexibility required to provide reliable, user friendly AV Systems. Our team specializes in a standards-driven design, integration, and support for business, government, healthcare, educational and religious markets. Our design/build capabilities differentiate us from other integrator. Being involved with all phases of a project enables clients to work with a single organization from concept through completion.

The purpose of this document is to aid stakeholders and project managers in determining budgets for their audiovisual technology needs. A review of the needs analysis and site visit(s) may be required prior to proceeding with a project. The meeting(s) will help clarify any questions and concerns in regards to AV System functionality, equipment selection, and installation methods. Our goal of this meeting(s) is to ensure system functionality expectations are met upon installation of your new AV system(s).

Unforeseen installation challenges could affect the overall budget costs of equipment selection and installation. This document assumes the space is constructed with standard 2x4 wall construction, finished with drywall, have a standard 2'x2' or 2'x4' drop ceiling with less than 5' of unfinished space above tile without any obstructions (lighting, HVAC, fire sprinkler heads, etc.) with a minimum finished ceiling height of 10', and conforms to state and local building codes.

Should the space you are in the process of budgeting for fall outside the standard room size requirements, does not meet construction requirements, or requires additional functionality such as room combining/joining, additional input locations, multiple video displays, etc. the AV Budget may need to be adjusted.

Note Conduit from all AV related floor boxes, AV wall plates, and AV wall boxes will be stubbed up to above the finished ceiling height within the s[ace and installed by "others". There may also be high voltage power and owner network (AV VLAN) connectivity requirements that may need to be provided and installed by "others".

PROJECT OBJECTIVE:

The objective of this project is to design, implement, and support a new Zoned Background Music System for the space.

FEATURES & FUNCTIONALITY:

The design criteria for the space is a four zone audio system with volume control from the Mangers Office, Point of Sale Area, and Remotely via CRESTRON X-Panel Software. The remote features will enable ON/OFF scheduling as well as the ability to mute system remotely should there be a customer complaint. Once system is muted, the audio must be restored by

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Scope of Work
ONEIDA NATION
Packerland One Stop C-Store Sound
System
Proposal #8002

management. Audio volume levels will be set and approved by management at the time of implementation.

System Audio:

- · Zoned Audio Amplifier
 - Retail Sales Floor and Restrooms
 - Point of Sale Area
 - Break Room/Area
 - Managers Office

System Input(s):

- Owner Provided Moodmix Player Network Audio Player
 - Software and subscriptions fees to be paid and verified by owner prior to AAVG implementation

System Control:

- CRESTRON Touch Panel located at POS area and Managers Office
 - ON/OFF
 - ON/OFF Remote Scheduling
 - Zone Volume Control UP/Down
 - POS Touch Panel should NOT control volume in mangers office
 - POS Touch Panel should NOT be able to restore audio if muted remotely or mangers office

Equipment Racking & Power Conditioning:

Wall mounted equipment rack with locking front door and 120v power conditioning (located in IDF)

IN SCOPE:

Arrow AV Group shall furnish:

- · All products as listed within the 'Proposal' section of this document.
- All wire, connectors and cabling necessary.
- All labor related to physical installation, programming, tuning, testing and alignment of the Products listed, as required to deliver the stated functional requirements.
- Travel and expenses directly attributable to in-scope labor.
- Programming, testing, tuning and alignment of all systems to deliver the above stated functionality.
- All devices to facilitate system operation, regardless of its inclusion in the Specification. Such devices include but are
 not limited to power supplies, impedance matching devices, thermal management devices, transformers, line pads, line
 amplifiers, EDID emulators, signal repeaters, cable equalizers, relay and LED power supplies, and other devices as
 necessary to interface, control, or balance the AV systems.
- All components necessary to mount, install and secure the system components, including but not limited to fasteners, mounting brackets, rack hardware, termination plugs, jacks, faceplate mounting hardware, and other unique components as necessary to securely mount equipment and panels.
- All equipment not specified as portable shall be held firmly in place and supported with structure capable of supporting
 the load with a minimum safety factor of 5:1 or as approved by the equipment manufacturer or Professional Engineer.
- · Commissioning labor, including system validation, testing, and reporting of test results.
- An Operation and Maintenance Manual in electronic form, which will include all manuals for supplied products, system
 operational procedures, system schematics (line diagrams) and wiring diagrams.
- One formal training session at the customer's site, not to exceed [1] hours in duration.

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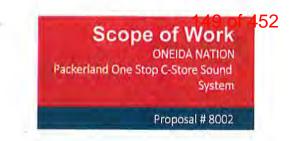
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OUT OF SCOPE:

The following items are not included within the scope of the Installing Contractor:

- Electrical system installation, conduit, pathways and raceways.
- Provision of Owner-Furnished Equipment [OFE]
- Integration with building lighting systems, shades or other systems.
- Installation of bracing, backing and other mounting provisions.
- Any other work or product not explicitly listed as 'In Scope' above.

CONSTRAINTS:

- · Site availability
- · Equipment availability

ASSUMPTIONS:

- · This proposal is dependent upon the following:
- · Air returns are not plenum
- Adequate clearances are present for installation of audiovisual equipment, including millwork, above-ceiling spaces, and any other location in which equipment will be housed.
- All owner furnished equipment proposed for system shall be in like-new functional condition.
- Owner-furnished equipment shall be available no less than one week prior to the start of audiovisual systems integration activities on-site.
- Electrical Service and conduit is provided as specified and in coordination with the Installing Contractor(s).
- · Proposal is accepted within 30 calendar days of quotation.
- All owner and other contractor responsibilities are fulfilled as required in a manner which does not impede the
 audiovisual system installation schedule. (See next section for a list of these responsibilities).

If these assumptions prove to be untrue, a change order will be required to accommodate changes in schedule, pricing, components, or any combination of these items.

OWNER AND OTHER CONTRACTOR RESPONSIBILITIES:

- The following are the responsibility of the owner or its contractor:
- Provide access to the work site during the hours of 8:00am to 5:00pm Monday through Friday.
- Provide, install, and terminate any computer network and/or telephone lines.
- Ensure cable pathways are provided as need to complete project.
- Provide and install all conduit and electrical boxes, including floor boxes.
- Provide and install all high voltage electrical wiring.
- · Custom alterations made to furniture to accommodate AV installation.
- · Paint and patch of building structure and ceiling finishes.

WARRANTY:

Arrow AV Group (AAVG) guarantees that all workmanship, and materials, to include all equipment, wire, and connectors, excluding Owner Furnished Equipment, installed by AAVG as part of the listed audio/video system, shall carry a ONE YEAR WARRANTY from the date of customer acceptance. This warranty excludes incidental or consequential damages of any kind or failures due to normal wear-and-tear. Any service or modification of the audio/video system covered by this warranty, by any party other than AAVG will void this warranty. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system, due to failures covered by this warranty.

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Presented by: Robert Geerdts

Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913

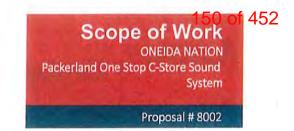
Date Issued: April 5, 2019

Phone: (920)731-4888 EXT 347

Cell: (920)851-2629 Fax: (920)731-4640

Email: robg@arrowavgroup.com





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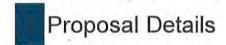
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MFG	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	pema 4125.70	4 CHANNEL NETWORK AUDIO AMPLIFIER WITH DSP (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$2,337.50	\$2,337.50
SOUNDTUBE	CM62-EZS-II-WH	6.5" COAXIAL CEILING SPEAKER (SHALLOW BACK CAN) - WHITE	10.00	\$118.75	\$1,187.50
MINDY CITY MIRE	991380	16 AWG 4 CONDUCTOR SPEAKER WIRE, PLENUM	500.00	\$0.39	\$195,00
CRESTRON	CP3N	3-SERIES CONTROL SYSTEM (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$1,625.00	\$1,625.00
CRESTRON	TSW-560-B-S	5" TOUCH SCREEN, BLACK SMOOTH (WILL REQUIRE OWNER PROVIDED POE NETWORK)	2.00	\$625.00	\$1,250.00
MIDDLE ATLANTIC	EWR-12-22SD	12 SPACE WALL RACK WITH DOOR	1.00	\$463.75	\$463.75
MIDDLE ATLANTIC	U2 ·	2SP RACKSHELF 14.75DP	1.00	\$49.68	\$49.68
MIDDLE ATLANTIC	FEB2	2SP FLAT ECONO BLANK	2.00	\$9.45	\$18.90
MIDDLE ATLANTIC	FEB3	3SP FLAT ECONO BLANK	1.00	\$12.15	\$12.15
SURGEX	SA-1810	Advanced Series Mode Surge Eliminator, EMI/RFI Filter	1.00	\$330.00	\$330.00
ARROW AV SROUP	MISC-MATERIALS	MISCELLANEOUS MATERIALS	1.00	\$395.41	\$395.41
ARROW AV GROUP	FREIGHT	ESTIMATED FREIGHT AND HANDLING COSTS	1.00	\$304.05	\$304.05

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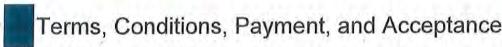
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Arrow Audio Inc. (d.b.a. Arrow AV Group), hereinafter referred to as AAVG, WE, US or OUR and:

ONEIDA NATION PO BOX 365 ONEIDA, WI, 54155 USA

Hereinafter referred to as the CUSTOMER, YOU or YOUR agree as follows:

- Equipment: AAVG hereby agrees to sell the equipment, including all parts and services herein after called "the
 equipment" as listed in this proposal. AAVG may substitute comparable equipment with CUSTOMER's consent.
 Deliveries may be made in installments.
- 2. Installation and Location: AAVG will install the equipment at:

ONEIDA NATION PO BOX 365 ONEIDA, WI, 54155 USA Point of Contact: Nate Villarreal

in accordance with the scope of this proposal as accepted by the CUSTOMER.

- 3. Payment/Ordering: Due to the customized nature of your purchase, invoices will be generated as your system design and installation begins. Upon order of equipment for your project, invoices will be generated immediately. Progress billing for installation services will be periodically invoiced. AAVG has proposed this project based on a cash or check payment. Payment by credit card will incur a 4% convenience fee. Terms on invoices are 30 Days net. Finance charges of 1.5% per month will be imposed and collected on unpaid balances 31 days and older. AAVG may deem this contract in default and immediately terminate it if the payment is delinquent in excess of thirty (30) days. If CUSTOMER is in default on payment of invoice(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the CUSTOMER agrees to pay any non-recoverable equipment costs, as well as associated installation costs.
- 4. Service/Maintenance: The system will be covered for one year after completion under AAVG's workmanship warranty as outlined within this document. After the first years' included coverage, CUSTOMER has the option of extended warranty programs at the end of one year or can choose to pay for service calls at AAVG's prevailing rates. AAVG does not warrant that the operation of CUSTOMER equipment shall be uninterrupted.
- 5. Liability: AAVG will exercise all reasonable efforts in furnishing the services and equipment provided herein, but shall not be liable for delays or failure due to force majeure, Government, services difficulties, failure of transportation, or other causes beyond the control of AAVG. It is recognized that CUSTOMER equipment contains memory or other devices which have accumulated substantial data. AAVG shall not be liable to the CUSTOMER if any such data is lost or rendered inaccurate, unless such loss or inaccuracy is the result of AAVG's gross negligence. IN NO EVENT SHALL AAVG BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, OR TORT.
- Changes: Any changes to the products or performance requirements detailed in this proposal, whether initiated by AAVG
 or CUSTOMER, must be approved by both parties through a written change order detailing the changes and associated
 cost increases or savings for your system.
- 7. Termination: Written notice of termination for cause shall be provided to the other party and termination shall be effective ten (10) days after receipt of said notice. In the event of termination by the CUSTOMER, CUSTOMER agrees to pay AAVG for all non-recoverable equipment costs as well as associated installation charges.

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Contract
ONEIDA NATION
Packerland One Stop C-Store Sound
System
Proposal #8002

- 8. Delivery and Installation: AAVG installation crews are scheduled many weeks in advance. We require an 8 to 16-week period to acquire the many custom components, complete final engineering and to permit prefabrication, programming and testing of components. Any deviation from this schedule requires specific discussion and mutual acceptance of an alternative time frame. Once your contract and any applicable down payment are received, all submittals requiring CUSTOMER approval will be generated and submitted. Once CUSTOMER approves all submittals and documents the project will be scheduled for installation.
- Product Availability: AAVG reserves the right to replace any items listed within this proposal with a like model from the same manufacturer. Due to the fact that model numbers and product lifecycles fluctuate within our industry, a new or altered model name may require these changes.
- 10. Designs and Parts List: AAVG is happy to provide you with all of our design documentation should you choose not to use AAVG for the sales and installation of your systems. A design fee of 7.5% of the total proposal price is required and upon receipt, AAVG will produce all design documentation including parts lists, line-item pricing and schematic drawings.
- 11. Training: Training on the operation of your system will be provided to all interested users within your organization. A training session will be scheduled upon the completion of system installation. Every effort will be made to ensure your staff is comfortable with system connections and operation. Please note that training will occur only after final acceptance of your system, and will coincide with the delivery of your custom instruction manuals and as-built drawing set. Training Session will be scheduled for a 2-hour block unless otherwise specified within AAVG documentation.
- 12. Owner/Contractor responsibilities: Refer to attached SCOPE OF WORK for additional CUSTOMER responsibilities.
- 13. Warranty: All systems designed and installed by AAVG include our exceptional on-site warranty, which ensures the reliability and performance of your new system investment. On-site service is provided at no cost for one full year from the date of CUSTOMER acceptance. This warranty covers all new installed electronic equipment and workmanship, to include all equipment, wire and connectors installed by AAVG as part of the listed audio/video system, provided by our staff. Any changes made to the system by any party other than AAVG or one of its approved contractor's during the warranty period will void the warranty. Except as specified below, your AAVG warranty covers any defects in the material and workmanship of the product specified by job number noted within this agreement. The fitness of warranty coverage shall be at the sole discretion of AAVG. This warranty excludes incidental or consequential damages of any kind, failures due to normal wear-and-tear or force majeure. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system due to failures covered or not covered by this warranty.
- 14. Preventive Maintenance: This agreement includes all parts and services required for two preventive maintenance service calls within the warranty period. This includes cleaning and alignment of system components, as well as testing and adjustment of the system.
- Troubleshooting: Phone assistance is available during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m.
- On-Site Service: On-site warranty service as required during this agreement period will be furnished at no cost to the CUSTOMER during normal business hours.
- Repair Coverage: Parts and services for repair of equipment and wiring permanently installed by AAVG are included under this agreement. Discontinued parts and equipment may be terminated from the agreement.
- 18. Loaner Equipment: In the event of equipment failure, loaner equipment will be provided subject to availability.
- Response Time: Response to service requests shall be within one business day.
- 20. Exceptions this agreement does not cover:
 - Repairs to, or replacement of, Owner Furnished Equipment (OFE) or services related to remedy issues with said OFE.
 - Repairs or service required as a result of misuse, abuse, unauthorized modification, or force majeure
 - Consumable accessories including lamps, batteries, external cables, etc.
 - Changes to accepted programming
 - Image "burn in" on display devices
 - Videoconferencing equipment (service plans are available specific to videoconferencing equipment.)
- 21. Insurance. AAVG shall maintain insurance including, but not limited to general liability, umbrella and workers compensation, in reasonable amounts given the scope of services and AAVG's overall business generally. AAVG shall name Customer as an additional insured under all such policies and provide proof of coverage upon Customer's request.

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Email: robg@arrowavgroup.com





- 22. Indemnification. From and after the date set first set forth above, AAVG shall indemnify and hold harmless Customer, its directors, officers, personnel, successors and assigns ("Customer Indemnitees") from and against and in any respect of any loss, damage, cost, expense, penalties, fees, fines, charges, liability, obligation, claim, action, suit, demand, judgment and, if applicable, reasonable attorneys' fees and litigation-related expenses (collectively, "Liability") sustained, incurred or paid by any Customer Indemnitee for a third party claim in connection with, resulting from or arising out of:

 (a) any breach of a representation or warranty on the part of AAVG hereunder;
 (b) any breach or nonfulfillment of any covenant, obligation or agreement on the part of AAVG hereunder;
 (c) any violation of law;
 (d) any employee, independent contractor, agent or representative of AAVG;
 (e) the negligence or misconduct of AAVG.
- 23. Certain Representations and Warranties. AAVG represents and warrants that (i) all materials used to provide the services are appropriate and fit for the performance of the services, (ii) the services will be provided in a professional and workmanlike manner in accordance with accepted industry standards and (iii) the services will be performed in accordance with all applicable laws, regulations, rules, and governmental requirements.
- 24. Notices. Any notices, consents other communication required to be sent or given hereunder by any of the parties shall in every case be in writing and shall be deemed properly given if (a) delivered personally or (b) delivered by a recognized overnight courier service, to the applicable party at its addresses as set forth below or at such other addresses as may be furnished in writing:

If to Customer: Customer Name. Attn:	
If to AAVG: Arrow Audio Inc.	
Attn:	=

25. Governing Law and Venue. This agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, provided that nothing in this Agreement shall be interpreted or construed as a waiver, express or implied, of Customer's sovereign immunity.

26. Amendments. This Agreement includes the items above as well as any additional terms and conditions as specifically included in Amendment "A" which must be attached and signed by both parties to this agreement.

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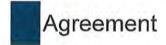
Cell: (920)851-2629 Fax: (920)731-4640

Email: robg@arrowavgroup.com

Initials: _____







AGREEMENT

By signing below, both the **CUSTOMER** and **AAVG** acknowledge that they have read, understood and agree to be bound by the terms and conditions of this agreement, and that the persons signing are duly authorized to do so. Facsimilie and scanned signatures shall be considered the same as original signatures.

Accepted and Approved for:

Arrow Audio Inc. (d.b.a. Arrow AV Group)

Project Summary

	4	Equipment:	\$8,168.94
		Services:	\$4,955.00
		Subtotal:	\$13,123.94
		Tax:	\$0.00
		Total:	\$13,123.94
Ву:	Ву:		
Print: Robert Geerdts	Print:		
Title: Salesperson	Title:		
Date: April 5, 2019	Date:		
	PO#:		

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Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913 www.arrowavgroup.com



Larsen Road One Stop C-Store with Market Sound System

Proposal #8004

Prepared for:

Proposal Issued: 4/5/2019

Name

Nate Villarreal

Company

ONEIDA NATION

Address

PO BOX 365

ONEIDA, WI 54155

Proposal Valid to: 5/5/2019

Statement of Confidentiality

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Arrow Audio Inc..

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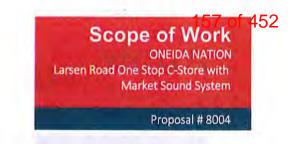
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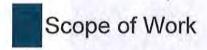
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Email: robg@arrowavgroup.com







RESPONSE TO RFP ONEIDA NATION RETAIL SOUND SYSTEM INITIATIVE

PROJECT REFERENCES:

- Oneida Nation Approved Vendor/Contractor
- Oneida Casino Mason Street Casino Background Music/Paging System (in process)
- · Oneida Casino Main Casino Background Music/Paging System
- · Oneida Casino Main Casino High Stakes Remodel
- Oneida Casino IMAC Annex Audio System
- · Oneida Casino IMAC Bingo Audio System

INTRODUCTION:

Located in Appleton Wisconsin, Arrow AV Group (Arrow Audio Inc.) has been committed to quality service and the satisfactior of our customers for over 40 years. With our dedicated, highly trained staff we have the experience and flexibility required to provide reliable, user friendly AV Systems. Our team specializes in a standards-driven design, integration, and support for business, government, healthcare, educational and religious markets. Our design/build capabilities differentiate us from other integrator. Being involved with all phases of a project enables clients to work with a single organization from concept through completion.

The purpose of this document is to aid stakeholders and project managers in determining budgets for their audiovisual technology needs. A review of the needs analysis and site visit(s) may be required prior to proceeding with a project. The meeting(s) will help clarify any questions and concerns in regards to AV System functionality, equipment selection, and installation methods. Our goal of this meeting(s) is to ensure system functionality expectations are met upon installation of your new AV system(s).

Unforeseen installation challenges could affect the overall budget costs of equipment selection and installation. This document assumes the space is constructed with standard 2x4 wall construction, finished with drywall, have a standard 2'x2' or 2'x4' drop ceiling with less than 5' of unfinished space above tile without any obstructions (lighting, HVAC, fire sprinkler heads, etc.) with a minimum finished ceiling height of 10', and conforms to state and local building codes.

Should the space you are in the process of budgeting for fall outside the standard room size requirements, does not meet construction requirements, or requires additional functionality such as room combining/joining, additional input locations, multiple video displays, etc. the AV Budget may need to be adjusted.

Note Conduit from all AV related floor boxes, AV wall plates, and AV wall boxes will be stubbed up to above the finished ceiling height within the s[ace and installed by "others". There may also be high voltage power and owner network (AV VLAN) connectivity requirements that may need to be provided and installed by "others".

PROJECT OBJECTIVE:

The objective of this project is to design, implement, and support a new Zoned Background Music System for the space.

FEATURES & FUNCTIONALITY:

The design criteria for the space is a four zone audio system with volume control from the Mangers Office, Point of Sale Area, and Remotely via CRESTRON X-Panel Software. The remote features will enable ON/OFF scheduling as well as the ability to mute system remotely should there be a customer complaint. Once system is muted, the audio must be restored by

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Initials: ____



Scope of Work
ONEIDA NATION
Larsen Road One Stop C-Store with
Market Sound System
Proposal # 8004

management. Audio volume levels will be set and approved by management at the time of implementation.

System Audio:

- · Zoned Audio Amplifier
 - Retail Sales Floor and Restrooms
 - Point of Sale Area
 - Break Room/Area
 - Managers Office

System Input(s):

Owner Provided Moodmix Player Network Audio Player

Software and subscriptions fees to be paid and verified by owner prior to AAVG implementation

System Control:

- CRESTRON Touch Panel located at POS area and Managers Office
 - ON/OFF
 - ON/OFF Remote Scheduling
 - Zone Volume Control UP/Down
 - POS Touch Panel should NOT control volume in mangers office
 - POS Touch Panel should NOT be able to restore audio if muted remotely or mangers office

Equipment Racking & Power Conditioning:

Wall mounted equipment rack with locking front door and 120v power conditioning (located in IDF)

IN SCOPE:

Arrow AV Group shall furnish:

- All products as listed within the 'Proposal' section of this document.
- · All wire, connectors and cabling necessary.
- All labor related to physical installation, programming, tuning, testing and alignment of the Products listed, as required to deliver the stated functional requirements.
- Travel and expenses directly attributable to in-scope labor.
- Programming, testing, tuning and alignment of all systems to deliver the above stated functionality.
- All devices to facilitate system operation, regardless of its inclusion in the Specification. Such devices include but are
 not limited to power supplies, impedance matching devices, thermal management devices, transformers, line pads, line
 amplifiers, EDID emulators, signal repeaters, cable equalizers, relay and LED power supplies, and other devices as
 necessary to interface, control, or balance the AV systems.
- All components necessary to mount, install and secure the system components, including but not limited to fasteners, mounting brackets, rack hardware, termination plugs, jacks, faceplate mounting hardware, and other unique components as necessary to securely mount equipment and panels.
- All equipment not specified as portable shall be held firmly in place and supported with structure capable of supporting
 the load with a minimum safety factor of 5:1 or as approved by the equipment manufacturer or Professional Engineer.
- Commissioning labor, including system validation, testing, and reporting of test results.
- An Operation and Maintenance Manual in electronic form, which will include all manuals for supplied products, system
 operational procedures, system schematics (line diagrams) and wiring diagrams.
- One formal training session at the customer's site, not to exceed [1] hours in duration.

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Scope of Work ONEIDA NATION Larsen Road One Stop C-Store with Market Sound System Proposal #8004

OUT OF SCOPE:

The following items are not included within the scope of the Installing Contractor:

- Electrical system installation, conduit, pathways and raceways.
- · Provision of Owner-Furnished Equipment [OFE]
- Integration with building lighting systems, shades or other systems.
- · Installation of bracing, backing and other mounting provisions.
- · Any other work or product not explicitly listed as 'In Scope' above.

CONSTRAINTS:

- Site availability
- Equipment availability

ASSUMPTIONS:

- . This proposal is dependent upon the following:
- · Air returns are not plenum
- Adequate clearances are present for installation of audiovisual equipment, including millwork, above-ceiling spaces;
 and any other location in which equipment will be housed.
- · All owner furnished equipment proposed for system shall be in like-new functional condition.
- Owner-furnished equipment shall be available no less than one week prior to the start of audiovisual systems integration activities on-site.
- Electrical Service and conduit is provided as specified and in coordination with the Installing Contractor(s).
- Proposal is accepted within 30 calendar days of quotation.
- All owner and other contractor responsibilities are fulfilled as required in a manner which does not impede the
 audiovisual system installation schedule. (See next section for a list of these responsibilities).

If these assumptions prove to be untrue, a change order will be required to accommodate changes in schedule, pricing, components, or any combination of these items.

OWNER AND OTHER CONTRACTOR RESPONSIBILITIES:

- · The following are the responsibility of the owner or its contractor:
- · Provide access to the work site during the hours of 8:00am to 5:00pm Monday through Friday.
- Provide, install, and terminate any computer network and/or telephone lines.
- · Ensure cable pathways are provided as need to complete project.
- Provide and install all conduit and electrical boxes, including floor boxes.
- Provide and install all high voltage electrical wiring.
- Custom alterations made to furniture to accommodate AV installation.
- · Paint and patch of building structure and ceiling finishes.

WARRANTY:

Arrow AV Group (AAVG) guarantees that all workmanship, and materials, to include all equipment, wire, and connectors, excluding Owner Furnished Equipment, installed by AAVG as part of the listed audio/video system, shall carry a ONE YEAR WARRANTY from the date of customer acceptance. This warranty excludes incidental or consequential damages of any kind or failures due to normal wear-and-tear. Any service or modification of the audio/video system covered by this warranty, by any party other than AAVG will void this warranty. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system, due to failures covered by this warranty.

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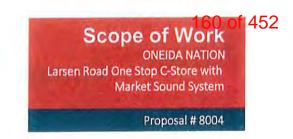
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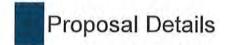
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Email: robg@arrowavgroup.com

Initials: _____







MFG	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ASHLY	PEMA 8250	8 CHANNEL NETWORK AUDIO AMPLIFIER WITH DSP (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$3,316.72	\$3,316.72
SOUNDTUBE	CM62-EZS-II-WH	6.5" COAXIAL CEILING SPEAKER (SHALLOW BACK CAN) - WHITE	24.00	\$118.75	\$2,850.00
WINDY CITY WIRE	991380	16 AWG 4 CONDUCTOR SPEAKER WIRE, PLENUM	500.00	\$0.39	\$195.00
CRESTRON	CP3N	3-SERIES CONTROL SYSTEM (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$1,625.00	\$1,625.00
CRESTRON	TSW-560-B-S	5" TOUCH SCREEN, BLACK SMOOTH (WILL REQUIRE OWNER PROVIDED POE NETWORK)	4.00	\$625.00	\$2,500.00
MIDDLE ATLANTIC	EWR-12-22SD	12 SPACE WALL RACK WITH DOOR	1.00	\$463.75	\$463.75
MIDDLE ATLANTIC	U2	2SP RACKSHELF 14.75DP	1.00	\$49.68	\$49.68
MIDDLE ATLANTIC	FEB2	2SP FLAT ECONO BLANK	2.00	\$9.45	\$18.90
MIDDLE ATLANTIC	FEB3	3SP FLAT ECONO BLANK	1.00	\$12.15	\$12.15
SURGEX	SA-1810	Advanced Series Mode Surge Eliminator, EMI/RFI Filter	1.00	\$330.00	\$330.00
ARROW AV GROUP	MISC-MATERIALS	MISCELLANEOUS MATERIALS	1.00	\$395.41	\$395.41
ARROW AV GROUP	FREIGHT	ESTIMATED FREIGHT AND HANDLING COSTS	1.00	\$304.05	\$304.05

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Terms, Conditions, Payment, and Acceptance

Arrow Audio Inc. (d.b.a. Arrow AV Group), hereinafter referred to as AAVG, WE, US or OUR and:

ONEIDA NATION PO BOX 365 ONEIDA, WI, 54155 USA

Hereinafter referred to as the CUSTOMER, YOU or YOUR agree as follows:

- Equipment: AAVG hereby agrees to sell the equipment, including all parts and services herein after called "the
 equipment" as listed in this proposal. AAVG may substitute comparable equipment with CUSTOMER's consent.
 Deliveries may be made in installments.
- 2. Installation and Location: AAVG will install the equipment at:

ONEIDA NATION PO BOX 365 ONEIDA; WI, 54155 USA Point of Contact: Nate Villarreal

in accordance with the scope of this proposal as accepted by the CUSTOMER.

- 3. Payment/Ordering: Due to the customized nature of your purchase, invoices will be generated as your system design and installation begins. Upon order of equipment for your project, invoices will be generated immediately. Progress billing for installation services will be periodically invoiced. AAVG has proposed this project based on a cash or check payment. Payment by credit card will incur a 4% convenience fee. Terms on invoices are 30 Days net. Finance charges of 1.5% per month will be imposed and collected on unpaid balances 31 days and older. AAVG may deem this contract in default and immediately terminate it if the payment is delinquent in excess of thirty (30) days. If CUSTOMER is in default on payment of invoice(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the CUSTOMER agrees to pay non-recoverable equipment costs, as well as associated installation costs.
- 4. Service/Maintenance: The system will be covered for one year after completion under AAVG's workmanship warranty as outlined within this document. After the first years' included coverage, CUSTOMER has the option of extended warranty programs at the end of one year or can choose to pay for service calls at AAVG's prevailing rates. AAVG does not warrant that the operation of CUSTOMER equipment shall be uninterrupted.
- 5. Liability: AAVG will exercise all reasonable efforts in furnishing the services and equipment provided herein, but shall not be liable for delays or failure due to force majeure, Government, services difficulties, failure of transportation, or other causes beyond the control of AAVG. It is recognized that CUSTOMER equipment contains memory or other devices which have accumulated substantial data. AAVG shall not be liable to the CUSTOMER if any such data is lost or rendered inaccurate, unless such loss or inaccuracy is the result of AAVG's gross negligence. IN NO EVENT SHALL AAVG BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, OR TORT.
- Changes: Any changes to the products or performance requirements detailed in this proposal, whether initiated by AAVG or CUSTOMER, must be approved by both parties through a written change order detailing the changes and associated cost increases or savings for your system.
- 7. Termination: Written notice of termination for cause shall be provided to the other party and termination shall be effective ten (10) days after receipt of said notice. In the event of termination by the CUSTOMER, CUSTOMER agrees to pay AAVG for all non-recoverable equipment costs as well as associated installation charges.

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Presented by: Robert Geerdts

Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913

Date Issued: April 5, 2019

Phone: (920)731-4888 EXT 347 Cell: (920)851-2629

Cell: (920)851-2629 Fax: (920)731-4640

Email: robg@arrowavgroup.com



- 8. Delivery and Installation: AAVG installation crews are scheduled many weeks in advance. We require an 8 to 16-week period to acquire the many custom components, complete final engineering and to permit prefabrication, programming and testing of components. Any deviation from this schedule requires specific discussion and mutual acceptance of an alternative time frame. Once your contract and any applicable down payment are received, all submittals requiring CUSTOMER approval will be generated and submitted. Once CUSTOMER approves all submittals and documents the project will be scheduled for installation.
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- 10. Designs and Parts List: AAVG is happy to provide you with all of our design documentation should you choose not to use AAVG for the sales and installation of your systems. A design fee of 7.5% of the total proposal price is required and upon receipt, AAVG will produce all design documentation including parts lists, line-item pricing and schematic drawings.
- 11. Training: Training on the operation of your system will be provided to all interested users within your organization. A training session will be scheduled upon the completion of system installation. Every effort will be made to ensure your staff is comfortable with system connections and operation. Please note that training will occur only after final acceptance of your system, and will coincide with the delivery of your custom instruction manuals and as-built drawing set. Training Session will be scheduled for a 2-hour block unless otherwise specified within AAVG documentation.
- 12. Owner/Contractor responsibilities: Refer to attached SCOPE OF WORK for additional CUSTOMER responsibilities.
- 13. Warranty: All systems designed and installed by AAVG include our exceptional on-site warranty, which ensures the reliability and performance of your new system investment. On-site service is provided at no cost for one full year from the date of CUSTOMER acceptance. This warranty covers all new installed electronic equipment and workmanship, to include all equipment, wire and connectors installed by AAVG as part of the listed audio/video system, provided by our staff. Any changes made to the system by any party other than AAVG or one of its approved contractor's during the warranty period will void the warranty. Except as specified below, your AAVG warranty covers any defects in the material and workmanship of the product specified by job number noted within this agreement. The fitness of warranty coverage shall be at the sole discretion of AAVG. This warranty excludes incidental or consequential damages of any kind, failures due to normal wear-and-tear or force majeure. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system due to failures covered or not covered by this warranty.
- 14. Preventive Maintenance: This agreement includes all parts and services required for two preventive maintenance service calls within the warranty period. This includes cleaning and alignment of system components, as well as testing and adjustment of the system.
- Troubleshooting: Phone assistance is available during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m.
- On-Site Service: On-site warranty service as required during this agreement period will be furnished at no cost to the CUSTOMER during normal business hours.
- Repair Coverage: Parts and services for repair of equipment and wiring permanently installed by AAVG are included under this agreement. Discontinued parts and equipment may be terminated from the agreement.
- 18. Loaner Equipment: In the event of equipment failure, loaner equipment will be provided subject to availability.
- Response Time: Response to service requests shall be within one business day.
- 20. Exceptions this agreement does not cover:
 - Repairs to, or replacement of, Owner Furnished Equipment (OFE) or services related to remedy issues with said OFE.
 - Repairs or service required as a result of misuse, abuse, unauthorized modification, or force majeure
 - Consumable accessories including lamps, batteries, external cables, etc.
 - Changes to accepted programming
 - Image "burn in" on display devices
 - Videoconferencing equipment (service plans are available specific to videoconferencing equipment.)
- 21. Insurance. AAVG shall maintain insurance including, but not limited to general liability, umbrella and workers compensation, in reasonable amounts given the scope of services and AAVG's overall business generally. AAVG shall name Customer as an additional insured under all such policies and provide proof of coverage upon Customer's request.

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- 22. Indemnification. From and after the date set first set forth above, AAVG shall indemnify and hold harmless Customer, its directors, officers, personnel, successors and assigns ("Customer Indemnitees") from and against and in any respect of any loss, damage, cost, expense, penalties, fees, fines, charges, liability, obligation, claim, action, suit, demand, judgment and, if applicable, reasonable attorneys' fees and litigation-related expenses (collectively, "Liability") sustained, incurred or paid by any Customer Indemnitee for a third party claim in connection with, resulting from or arising out of:
 (a) any breach of a representation or warranty on the part of AAVG hereunder; (b) any breach or nonfulfillment of any covenant, obligation or agreement on the part of AAVG hereunder; (c) any violation of law; (d) any employment-related claims by any employee, independent contractor, agent or representative of AAVG; or (e) the negligence or misconduct of AAVG.
- 23. Certain Representations and Warranties. AAVG represents and warrants that (i) all materials used to provide the services are appropriate and fit for the performance of the services, (ii) the services will be provided in a professional and workmanlike manner in accordance with accepted industry standards and (iii) the services will be performed in accordance with all applicable laws, regulations, rules, and governmental requirements.
- 24. Notices. Any notices, consents other communication required to be sent or given hereunder by any of the parties shall in every case be in writing and shall be deemed properly given if (a) delivered personally or (b) delivered by a recognized overnight courier service, to the applicable party at its addresses as set forth below or at such other addresses as may be furnished in writing:

If to Customer: Customer Name. Attn:	_
If to AAVG:	
Arrow Audio Inc. Attn:	
	_

25. Governing Law and Venue. This agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, provided that nothing in this Agreement shall be interpreted or construed as a waiver, express or implied, of Customer's sovereign immunity.

26. Amendments. This Agreement includes the items above as well as any additional terms and conditions as specifically included in Amendment "A" which must be attached and signed by both parties to this agreement.

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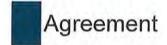
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AGREEMENT

By signing below, both the CUSTOMER and AAVG acknowledge that they have read, understood and agree to be bound by the terms and conditions of this agreement, and that the persons signing are duly authorized to do so. Facsimilie and scanned signatures shall be considered the same as original signatures.

Accepted and Approved for:

Arrow Audio Inc. (d.b.a. Arrow AV Group)

Project Summary

				Equipment:	\$12,060.66
8				Services:	\$7,250.00
		140		Subtotal:	\$19,310.66
				Tax:	\$0.00
				Total:	\$19,310.66
Ву:			Ву:		
Print:	Robert Geerdts		Print:		
Title:	Salesperson		Title:		
Date:	April 5, 2019		Date:		
			PO#:		

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Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913 www.arrowavgroup.com



Four Paths Shell C-Store Sound System

Proposal #7993

Prepared for:

Proposal Issued: 4/5/2019

Name

Nate Villarreal

Company

ONEIDA NATION

Address

PO BOX 365

ONEIDA, WI 54155

Proposal Valid to: 5/5/2019

Statement of Confidentiality

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Arrow Audio Inc..

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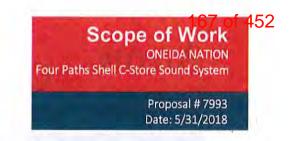
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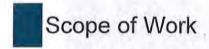
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RESPONSE TO RFP ONEIDA NATION RETAIL SOUND SYSTEM INITIATIVE

PROJECT REFERENCES:

- Oneida Nation Approved Vendor/Contractor
- Oneida Casino Mason Street Casino Background Music/Paging System (in process)
- Oneida Casino Main Casino Background Music/Paging System
- · Oneida Casino Main Casino High Stakes Remodel
- Oneida Casino IMAC Annex Audio System
- · Oneida Casino IMAC Bingo Audio System

INTRODUCTION:

Located in Appleton Wisconsin, Arrow AV Group (Arrow Audio Inc.) has been committed to quality service and the satisfaction of our customers for over 40 years. With our dedicated, highly trained staff we have the experience and flexibility required to provide reliable, user friendly AV Systems. Our team specializes in a standards-driven design, integration, and support for business, government, healthcare, educational and religious markets. Our design/build capabilities differentiate us from other integrator. Being involved with all phases of a project enables clients to work with a single organization from concept through completion.

The purpose of this document is to aid stakeholders and project managers in determining budgets for their audiovisual technology needs. A review of the needs analysis and site visit(s) may be required prior to proceeding with a project. The meeting(s) will help clarify any questions and concerns in regards to AV System functionality, equipment selection, and installation methods. Our goal of this meeting(s) is to ensure system functionality expectations are met upon installation of your new AV system(s).

Unforeseen installation challenges could affect the overall budget costs of equipment selection and installation. This document assumes the space is constructed with standard 2x4 wall construction, finished with drywall, have a standard 2'x2' or 2'x4' drop ceiling with less than 5' of unfinished space above tile without any obstructions (lighting, HVAC, fire sprinkler heads, etc.) with a minimum finished ceiling height of 10', and conforms to state and local building codes.

Should the space you are in the process of budgeting for fall outside the standard room size requirements, does not meet construction requirements, or requires additional functionality such as room combining/joining, additional input locations, multiple video displays, etc. the AV Budget may need to be adjusted.

Note Conduit from all AV related floor boxes, AV wall plates, and AV wall boxes will be stubbed up to above the finished ceiling height within the s[ace and installed by "others". There may also be high voltage power and owner network (AV VLAN) connectivity requirements that may need to be provided and installed by "others".

PROJECT OBJECTIVE:

The objective of this project is to design, implement, and support a new Zoned Background Music System for the space.

FEATURES & FUNCTIONALITY:

The design criteria for the space is a four zone audio system with volume control from the Mangers Office, Point of Sale Area, and Remotely via CRESTRON X-Panel Software. The remote features will enable ON/OFF scheduling as well as the ability to mute system remotely should there be a customer complaint. Once system is muted, the audio must be restored by

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Scope of Work
ONEIDA NATION
Four Paths Shell C-Store Sound System

Proposal #7993
Date: 5/31/2018

management. Audio volume levels will be set and approved by management at the time of implementation.

System Audio:

- · Zoned Audio Amplifier
 - Retail Sales Floor and Restrooms
 - Point of Sale Area
 - Break Room/Area
 - Managers Office

System Input(s):

- Owner Provided Moodmix Player Network Audio Player
 - Software and subscriptions fees to be paid and verified by owner prior to AAVG implementation

System Control:

- · CRESTRON Touch Panel located at POS area and Managers Office
 - ON/OFF
 - ON/OFF Remote Scheduling
 - Zone Volume Control UP/Down
 - POS Touch Panel should NOT control volume in mangers office
 - POS Touch Panel should NOT be able to restore audio if muted remotely or mangers office

Equipment Racking & Power Conditioning:

Wall mounted equipment rack with locking front door and 120v power conditioning (located in IDF)

IN SCOPE:

Arrow AV Group shall furnish:

- All products as listed within the 'Proposal' section of this document.
- · All wire, connectors and cabling necessary.
- All labor related to physical installation, programming, tuning, testing and alignment of the Products listed, as required to deliver the stated functional requirements.
- Travel and expenses directly attributable to in-scope labor.
- · Programming, testing, tuning and alignment of all systems to deliver the above stated functionality.
- All devices to facilitate system operation, regardless of its inclusion in the Specification. Such devices include but are
 not limited to power supplies, impedance matching devices, thermal management devices, transformers, line pads, line
 amplifiers, EDID emulators, signal repeaters, cable equalizers, relay and LED power supplies, and other devices as
 necessary to interface, control, or balance the AV systems.
- All components necessary to mount, install and secure the system components, including but not limited to fasteners, mounting brackets, rack hardware, termination plugs, jacks, faceplate mounting hardware, and other unique components as necessary to securely mount equipment and panels.
- All equipment not specified as portable shall be held firmly in place and supported with structure capable of supporting
 the load with a minimum safety factor of 5:1 or as approved by the equipment manufacturer or Professional Engineer.
- Commissioning labor, including system validation, testing, and reporting of test results.
- An Operation and Maintenance Manual in electronic form, which will include all manuals for supplied products, system
 operational procedures, system schematics (line diagrams) and wiring diagrams.
- · One formal training session at the customer's site, not to exceed [1] hours in duration.

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Scope of Work ONEIDA NATION Four Paths Shell C-Store Sound System Proposal # 7993 Date: 5/31/2018

OUT OF SCOPE:

The following items are not included within the scope of the Installing Contractor:

- Electrical system installation, conduit, pathways and raceways.
- Provision of Owner-Furnished Equipment [OFE]
- Integration with building lighting systems, shades or other systems.
- Installation of bracing, backing and other mounting provisions.
- Any other work or product not explicitly listed as 'In Scope' above.

CONSTRAINTS:

- Site availability
- · Equipment availability

ASSUMPTIONS:

- · This proposal is dependent upon the following:
- · Air returns are not plenum
- Adequate clearances are present for installation of audiovisual equipment, including millwork, above-ceiling spaces, and any other location in which equipment will be housed.
- All owner furnished equipment proposed for system shall be in like-new functional condition.
- Owner-furnished equipment shall be available no less than one week prior to the start of audiovisual systems integration activities on-site.
- · Electrical Service and conduit is provided as specified and in coordination with the Installing Contractor(s).
- Proposal is accepted within 30 calendar days of quotation.
- All owner and other contractor responsibilities are fulfilled as required in a manner which does not impede the
 audiovisual system installation schedule. (See next section for a list of these responsibilities).

If these assumptions prove to be untrue, a change order will be required to accommodate changes in schedule, pricing, components, or any combination of these items.

OWNER AND OTHER CONTRACTOR RESPONSIBILITIES:

- · The following are the responsibility of the owner or its contractor:
- Provide access to the work site during the hours of 8:00am to 5:00pm Monday through Friday.
- · Provide, install, and terminate any computer network and/or telephone lines.
- · Ensure cable pathways are provided as need to complete project.
- Provide and install all conduit and electrical boxes, including floor boxes.
- Provide and install all high voltage electrical wiring.
- · Custom alterations made to furniture to accommodate AV installation.
- · Paint and patch of building structure and ceiling finishes.

WARRANTY:

Arrow AV Group (AAVG) guarantees that all workmanship, and materials, to include all equipment, wire, and connectors, excluding Owner Furnished Equipment, installed by AAVG as part of the listed audio/video system, shall carry a ONE YEAR WARRANTY from the date of customer acceptance. This warranty excludes incidental or consequential damages of any kind or failures due to normal wear-and-tear. Any service or modification of the audio/video system covered by this warranty, by any party other than AAVG will void this warranty. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system, due to failures covered by this warranty.

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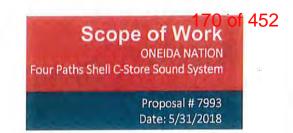
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Proposal Details

MFG	PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	pema 4125.70	4 CHANNEL NETWORK AUDIO AMPLIFIER WITH DSP (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$2,337.50	\$2,337.50
SOUNDTUBE	CM62-EZS-II-WH	6.5" COAXIAL CEILING SPEAKER (SHALLOW BACK CAN) - WHITE	22.00	\$118.75	\$2,612.50
WINDY CITY WIRE	991380	16 AWG 4 CONDUCTOR SPEAKER WIRE, PLENUM	500.00	\$0.39	,\$195.00
CRESTRON	CP3N	3-SERIES CONTROL SYSTEM (WILL REQUIRE OWNER PROVIDED NETWORK)	1.00	\$1,625.00	\$1,625.00
CRESTRON	TSW-560-B-S	5" TOUCH SCREEN, BLACK SMOOTH (WILL REQUIRE OWNER PROVIDED POE NETWORK)	2.00	\$625.00	\$1,250.00
MIDDLE ATLANTIC	EWR-12-22SD	12 SPACE WALL RACK WITH DOOR	1.00	\$463.75	\$463.75
MIDDLE ATLANTIC	U2	2SP RACKSHELF 14.75DP	1.00	\$49.68	\$49.68
MIDDLE ATLANTIC	FEB2	2SP FLAT ECONO BLANK	2.00	\$9.45	\$18.90
MIDDLE ATLANTIC	FEB3	3SP FLAT ECONO BLANK	1.00	\$12.15	\$12.15
SURGEX	SA-1810	Advanced Series Mode Surge Eliminator, EMI/RFI Filter	1.00	\$330.00	\$330.00
ARROW AV SROUP	MISC-MATERIALS	MISCELLANEOUS MATERIALS	1.00	\$395.41	\$395.41
ARROW AV BROUP	FREIGHT	ESTIMATED FREIGHT AND HANDLING COSTS	1.00	\$304.05	\$304.05

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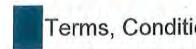
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Contract
ONEIDA NATION
Four Paths Shell C-Store Sound System

Proposal # 7993
Date: 5/31/2018

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- 11. Training: Training on the operation of your system will be provided to all interested users within your organization. A training session will be scheduled upon the completion of system installation. Every effort will be made to ensure your staff is comfortable with system connections and operation. Please note that training will occur only after final acceptance of your system, and will coincide with the delivery of your custom instruction manuals and as-built drawing set. Training Session will be scheduled for a 2-hour block unless otherwise specified within AAVG documentation.
- 12. Owner/Contractor responsibilities: Refer to attached SCOPE OF WORK for additional CUSTOMER responsibilities.
- Warranty: All systems designed and installed by AAVG include our exceptional on-site warranty, which ensures the reliability and performance of your new system investment. On-site service is provided at no cost for one full year from the date of CUSTOMER acceptance. This warranty covers all new installed electronic equipment and workmanship, to include all equipment, wire and connectors installed by AAVG as part of the listed audio/video system, provided by our staff. Any changes made to the system by any party other than AAVG or one of its approved contractor's during the warranty period will void the warranty. Except as specified below, your AAVG warranty covers any defects in the material and workmanship of the product specified by job number noted within this agreement. The fitness of warranty coverage shall be at the sole discretion of AAVG. This warranty excludes incidental or consequential damages of any kind, failures due to normal wear-and-tear or force majeure. AAVG shall bear no financial responsibility for any loss of use of the aforementioned audio/video system due to failures covered or not covered by this warranty.
- 14. Preventive Maintenance: This agreement includes all parts and services required for two preventive maintenance service calls within the warranty period. This includes cleaning and alignment of system components, as well as testing and adjustment of the system.
- Troubleshooting: Phone assistance is available during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m.
- On-Site Service: On-site warranty service as required during this agreement period will be furnished at no cost to the CUSTOMER during normal business hours.
- Repair Coverage: Parts and services for repair of equipment and wiring permanently installed by AAVG are included under this agreement. Discontinued parts and equipment may be terminated from the agreement.
- Loaner Equipment: In the event of equipment failure, loaner equipment will be provided subject to availability.
- Response Time: Response to service requests shall be within one business day.
- 20. Exceptions this agreement does not cover:
 - Repairs to, or replacement of, Owner Furnished Equipment (OFE) or services related to remedy issues with said OFE.
 - Repairs or service required as a result of misuse, abuse, unauthorized modification, or force majeure
 - Consumable accessories including lamps, batteries, external cables, etc.
 - Changes to accepted programming
 - Image "burn in" on display devices
 - Videoconferencing equipment (service plans are available specific to videoconferencing equipment.)
- 21. Insurance. AAVG shall maintain insurance including, but not limited to general liability, umbrella and workers compensation, in reasonable amounts given the scope of services and AAVG's overall business generally. AAVG shall name Customer as an additional insured under all such policies and provide proof of coverage upon Customer's request.

This information is proprietary and confidential. @ Arrow AV Group. This proposal valid for thirty days from issue.

Presented by: Robert Geerdis

Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913

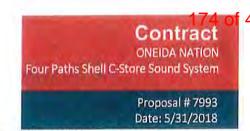
Date Issued: April 5, 2019

Phone: (920)731-4888 EXT 347

Cell: (920)851-2629 Fax: (920)731-4640

Email: robg@arrowavgroup.com





- 22. Indemnification. From and after the date set first set forth above, AAVG shall indemnify and hold harmless Customer, its directors, officers, personnel, successors and assigns ("Customer Indemnitees") from and against and in any respect of any loss, damage, cost, expense, penalties, fees, fines, charges, liability, obligation, claim, action, suit, demand, judgment and, if applicable, reasonable attorneys' fees and litigation-related expenses (collectively, "Liability") sustained, incurred or paid by any Customer Indemnitee for a third party claim in connection with, resulting from or arising out of:

 (a) any breach of a representation or warranty on the part of AAVG hereunder;
 (b) any breach or nonfulfillment of any covenant, obligation or agreement on the part of AAVG hereunder;
 (c) any violation of law;
 (d) any employment-related claims by any employee, independent contractor, agent or representative of AAVG;
 (e) the negligence or misconduct of AAVG.
- 23. Certain Representations and Warranties. AAVG represents and warrants that (i) all materials used to provide the services are appropriate and fit for the performance of the services, (ii) the services will be provided in a professional and workmanlike manner in accordance with accepted industry standards and (iii) the services will be performed in accordance with all applicable laws, regulations, rules, and governmental requirements.
- 24. Notices. Any notices, consents other communication required to be sent or given hereunder by any of the parties shall in every case be in writing and shall be deemed properly given if (a) delivered personally or (b) delivered by a recognized overnight courier service, to the applicable party at its addresses as set forth below or at such other addresses as may be furnished in writing:

If to Customer: Customer Name.	
Attn:	_
If to AAVG:	
Arrow Audio Inc.	
Attn:	

25. Governing Law and Venue. This agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, provided that nothing in this Agreement shall be interpreted or construed as a waiver, express or implied, of Customer's sovereign immunity.

26. Amendments. This Agreement includes the items above as well as any additional terms and conditions as specifically included in Amendment "A" which must be attached and signed by both parties to this agreement.

This information is proprietary and confidential. @ Arrow AV Group. This proposal valid for thirty days from issue.

Presented by: Robert Geerdts

Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913

Date Issued: April 5, 2019

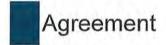
Phone: (920)731-4888 EXT 347

Cell: (920)851-2629 Fax: (920)731-4640

Email: robg@arrowavgroup.com







AGREEMENT

By signing below, both the **CUSTOMER** and **AAVG** acknowledge that they have read, understood and agree to be bound by the terms and conditions of this agreement, and that the persons signing are duly authorized to do so. Facsimilie and scanned signatures shall be considered the same as original signatures.

Accepted and Approved for:

Arrow Audio Inc. (d.b.a. Arrow AV Group)

Project Summary

			Equipment:	\$9,593.94
	4		Services:	\$5,975.00
	*		Subtotal:	\$15,568.94
			Tax:	\$0.00
			Total:	<u>\$15,568.94</u>
Ву:		Ву:		
Print: Robert Geerdts		Print:		
Title: Salesperson		Title:		
Date: April 5, 2019		Date:		
	*	PO#:		

This information is proprietary and confidential. @ Arrow AV Group. This proposal valid for thirty days from issue.

Presented by: Robert Geerdts

Arrow Audio Inc. 1209 Fullview Drive Appleton, WI 54913

Date Issued: April 5, 2019

Phone: (920)731-4888 EXT 347

Cell: (920)851-2629 Fax: (920)731-4640

Email: robg@arrowavgroup.com

Finance Administration Office



MEMO

TO: FINANCE COMMITTEE **FR:** Denise J. Vigue, Finance

DT: June 11, 2019

RE: Monthly Finance Committee Donation Report for JUNE 2019

The Finance Committee Donation Line for FY 2019 is \$50,000.00. The allocation breakdown, is as follows:

40% Oneida Community Causes Amount: \$20,000.
 40% Local Groups Amount: \$20,000.
 20% National Groups Amount: \$10,000.

In the First Quarter there were a total of six (6) Donation Requests for a total approved of \$13,460.00. After one adjustment (some funds returned) the remaining balance was \$36,809.07.

In the Second Quarter there were six requests approved for a total of \$13,800.00. A seventh request was deferred to the OBC to fund from their special budget line. The current balance after two quarters is \$23,009.07.

In the Third Quarter there was one request approved for \$2,500, leaving a remaining balance of \$20,509.07. This same request was also forwarded to the OBC for a possible matching donation. It was approved. There are currently two pending requests under the "Local Groups" category for a total of \$9,500, the second request is for \$7,000; which is \$4,500 over the maximum allowed.

If you note the categories on the third page you will see that there is \$3,500. remaining for the *Local Groups* category. I would suggest approval of the first request, and approval of the second request with the \$1,000 remaining in that category and make an exception of the Donation SOP's to forgo the stated maximum amount (if needed) and amount per category and use the additional amount (\$1,500 or \$6,000) from the *National Groups* allocation that currently has \$8,500 remaining.

A listing of requestors and request amounts by quarter and category is attached. If there is anything else you wish to be reported, or if you have any questions please let me know. Yaw^ko

Finance Committee Donation Line

FY 2019- Allocation & Expenditures

Prepared for the JUNE 17, 2019 Finance Committee Meeting

Budgeted Amount - \$50,000.00

1s	t Quarter Requests	Amount Approved
1.	Ohe·lakú Among the Corn Stalks - Event	\$2,500.*
2.	Cook Native American Ministries – Banquet	\$1,500.
3.	Gala Fundraising Event -SJEHS	\$2,500.
4.	Greater GB Foundation-Shop w/a Cop	\$1,960.
5.	Oneida United Methodist Church	\$2,500.
6.	DarJune Foundation, IncYukwatsistay^ Program	<u>\$2,500.</u>
		\$13,460.00 TOTAL

* BALANCE \$36,809.07

(after adjustment of returned funds)

2nd Quarter Requests	Amount Approved
1. Spirit of the Hoops – Oneida July 2019	\$2,300.
2. GLIIHC, IncRed Shawl Annual Fundraiser	Deferred to OBC
3. Church of the Holy Apostles	\$2,500.
4. WI Indian Education Association	\$2,500.
5. Aurora Health Care Foundation	\$1,500.
6. Wisconsin Indian Arts, Inc.	\$2,500.
7. Military Order of the Purple Heart	<u>\$2,500.</u>
	\$13,800.00
	BALANCE \$23,009.07

3rd Quarter Requests:	Amount Approved
1. Transformation House, Inc.	\$2,500.
2. Rawhide Ranch for Boys	\$2,500. – <i>PENDING</i>
3. Veterans of Foreign Wars of the US Dept of WI	\$7,000. – <i>PENDING</i>

FY19 FINANCE COMMITTEE DONATIONS CATEGORIES /QUARTERLY FUND BALANCE

FIRST QUARTER DONATIONS			
Designations/Percentages	Allocation	Expenditures	Balance
1. Oneida Community Causes - 40%	\$20,000.00	\$6,960.00	\$13,040.00
2. Local Groups (Charitable) - 40%	\$20,000.00	\$5,000.00	\$15,000.00
3. Nat'l Groups (Indian Affil.) - 20%	\$10,000.00	\$1,500.00	\$8,500.00
	\$50,000.00	\$13,460.00	\$36,540.00 +\$269.07 = \$36,809.07

SECOND QUARTER DONATIONS			
Designations/Percentages	Allocation	Expenditures	Balance
1. Oneida Community Causes - 40%	\$13,309.07	\$4,800.	\$8,509.07
2. Local Groups (Charitable) - 40%	\$15,000.00	\$9,000.	\$6,000.00
3. Nat'l Groups (Indian Affil.) - 20%	\$8,500.00	0	\$8,500.00
	\$36,809.07	\$13,800.00	\$23,009.07

THIRD QUARTER DONATIONS			
Designations/Percentages	Allocation	Expenditures	Balance
1. Oneida Community Causes - 40%	\$8,509.07	0	\$8,509.07
2. Local Groups (Charitable) - 40%	\$6,000.00	\$2,500.00	\$3,500.00
3. Nat'l Groups (Indian Affil.) - 20%	\$8,500.00	0	\$8,500.00
	\$23,009.07	\$2,500.00	\$20,509.07

There is an additional \$7,500. in Cat #2 that is PENDING



FY 2019

	CONTACT INFORMATION		
Rawhide, Inc.			
Legal name of the organization according to	the IRS [as it appears on most rec	ent 501(c)(3)	
Amanda Moore, Development Mana	ager (920) 531-2	593 am	oore@rawhide.org
Requester's Name / Title	Telephone		E-Mail
7474 Rawhide Road	New London	WI	54961
Address of Organization	City	State	Zip
39-1052471	(920) 531-2593	a	moore@rawhide.org
Federal I.D. #	Contact Phone Number		E-mail Address
Youth Education - Supporting stude			
Brief	one-sentence purpose and or des Date Funds		
Brief Date of Event /Activity: 2019 Support	Date Funds FINANCIAL INFORMATION	cription	
Brief Date of Event /Activity: 2019 Support	Date Funds FINANCIAL INFORMATION \$2,50	Needed: 07	
Brief Date of Event /Activity: 2019 Support Total Dollar Amount being requested:	Date Funds FINANCIAL INFORMATION \$ 2,50	Needed: 07	
	Date Funds FINANCIAL INFORMATION \$ 2,50 ontribution: \$ 250	Needed: 07	
Brief Date of Event /Activity: 2019 Support Total Dollar Amount being requested: Total Amount of Matching funds or in-kind company to the support of the s	Date Funds FINANCIAL INFORMATION \$ 2,50 ontribution: \$ 250 \$ 859 REQUESTOR AUTHORIZATIO da Nation to provide care, tr	0.00 0.00 .713	/ 15 / 2019(attach information)
Date of Event /Activity: 2019 Support Total Dollar Amount being requested: Total Amount of Matching funds or in-kind of the Total Amount of Event: Rawhide collaborates with the Onein	Date Funds FINANCIAL INFORMATION \$ 2,50 ontribution: \$ 250 \$ 859 REQUESTOR AUTHORIZATIO da Nation to provide care, tr	0.00 0.00 .713	/ 15 / 2019(attach information)

Part 2 – REQUEST NARRATIVE

FY 2019

	Application: May 21, 2019 Name of Requestor: Amanda Moore
se i	nclude in a few sentences information about:
	organization of the Requestor. Include a brief summary of the history of the organization, its goals, activities, mission in polishments and current challenges. Please see attached.
Vha	t other sources /organizations /agencies were contacted regarding this request and the results? Please see att
escr	ibe the direct benefit of this request to the Oneida Community and Tribal Members: Please see attached.
escr	ibe the direct benefit of this request to the Oneida Community and Tribal Members: Please see attached.
escr	ibe the direct benefit of this request to the Oneida Community and Tribal Members: Please see attached.
escr	ibe the direct benefit of this request to the Oneida Community and Tribal Members: Please see attached.
escr	ibe the direct benefit of this request to the Oneida Community and Tribal Members: Please see attached.
escr	ibe the direct benefit of this request to the Oneida Community and Tribal Members: Please see attached. *** For Office Use Only **
Date	** For Office Use Only **
Date Fund	** For Office Use Only ** Received:



Request to the Oneida Nation

DATE: May 21, 2019

NAME OF APPLICANT ORGANIZATION: Rawhide, Inc.

ADDRESS: E7475 Rawhide Road, New London, WI 54961

CONTACT PERSON: Amanda Moore

Rawhide aspires to lead positive change for at-risk youth in all communities. Starr Academy, located at Rawhide Boys Ranch is an accredited all boys' school. Our program responds to the underdeveloped reading, math, and behavioral challenges of at-risk youth. Nearly 20 youth from the Oneida Nation have received help from Rawhide and in the last ten years alone, almost 700 boys have been directed to Rawhide from 62 different Wisconsin counties and 4 surrounding states. Our boys are all at-risk; most come from single parent homes, have lived in poverty, some have experienced childhood trauma, and others have been effected by the use of alcohol or other drugs. The vast majority have failed in their previous schools, have challenging emotional issues, and have had multiple interactions with the juvenile justice system.

While attending Starr Academy students learn to work toward credit recovery and in some instances successfully graduate from high school. Most students have access to additional electives such as wood working and mechanics. Additionally, extracurricular activities like basketball and track allow the young men to participate in a team atmosphere.

Starr Academy provides opportunities that encourage young men to find an interest, pursue it, and learn how it can become a career choice, thus, providing hope for a better future. Our mission statement, "Being dependent on God, we inspire and equip at-risk youth and families to lead healthy and responsible lives through family-centered care, treatment and education," remains at the core of all we do.

We find that it is very important to give youth the opportunity to learn skills that will make them employable upon graduation. Hands-on work experiences paired with soft skills training is embedded in the curriculum. At-risk youth begin to feel the confidence and willingness to make responsible choices once back in their community.

Rawhide has submitted multiple requests in 2019 for youth educational support including:

- · Custom Glass Products
- Helfaer Foundation
- · Primum Bonum
- Rotary Club of Appleton
- Sensient Technologies
- Stackner Family Foundation

Zero denials have been received as of 5/21/19. Two requests have been approved:

- Kolosso Toyota Scion
- Masters Gallery

Thank you for your kind consideration.

amand Moore

Sincerely,

Amanda Moore

2019 Youth Education Project

	Precise	Rounded	
Academic/Behavioral Skills Staff - Full Time	625,491	625,500	
Academic/Behavioral Skills Staff - Part Time	46,782	46,800	
Administrative Staff - Full Time	114,645	114,600	
Administrative Staff - Part Time	22,170	22,200	809,100
Contracted Services	4,200	4,200	
		-	
Supplies/Equip	31,325	31,300	
Staff Training	7,000	7,000	
		•	
Travel	5,700	5,700	
		-	
Insurance	2,400	2,400	
v.	W 51		
Total	859,713	859,700	

Note: the above does not include the AF Allowances Note: the above does not include Work Experience

We will not use the building cost in the budget - typically ask for \$100,000 only Building Costs (Utilities, Repair & Maintenance 55,125 55,100

Part 1 – DONATION REQUEST FORM



FY 2019

Part 2 – REQUEST NARRATIVE

FY 2019

Date of Application: June 5, 2019 Name of Requestor: CHAIS CONNELIUS, VEW DE COUNANT
+ Clelus Ninham - Part Chor
Please include in a few sentences information about:
1. The Organization of the Requestor. Include a brief summary of the history of the organization, its goals, activities, mission, accomplishments and current challenges. The mission of the Vチル ル To assist
All Veterans, foster Compraderie, it is a fraternal,
patriotic, historical + charitable, educational organization that serves communities and advocate for Veteran causes; helping
Surviving Families of Veterans
2. What other sources /organizations /agencies were contacted regarding this request and the results? AFT
4. Describe the direct benefit of this request to the Oneida Community and Tribal Members: The donation will hulp our VFW Purchase or wagon in order to participate in the many Community + surrounding Community parades. Many of our elder Veterano Can no longer woulk Parade routes; we often share wagon with Oneida Nation's royalty at Parades.
** For Office Use Only **
Date Received: 6/10/19 Date for FC Review: June 3, 2019
Fund Distribution Purpose (type of request): X Annual Donation X Special Event Sponsorship
Quarter of Review: FY19 - 3RD Qtr Request Number Assigned: FY#19- 70-61019-G
NOTES:Form: FY19 FCD

MIRSBERGER SALES & SERVICE

1286 W MAIN STREET HILBERT, WI 54129

PHONE: 920-853-3435 FAX: 920-853-7733 TO: Commander Cletus Ninham

VFW Oneida Post 7784 29 East Service Road Oneida, WI. 54155

duprayministriesinc@yahoo.com

(920) 869-1586

Salesperson	Payment Terms	Date
Erick	Due Upon Receipt	4/30/2019

Qty	Description	Price Each	Total
1	Rugged Terrain 8.5x22 deckover all aluminum	6,300.00	6,300.00
	(2) 3500# torsion axles with electric brakes		
	(full 102" deck width)		
1	3ft high open rail around front, 2 sides &	700.00	700.00
	wrap around rear but keep 3ft opening in		
	rear)		
24	round aluminum flag pole holders spaced	30.00	720.00
	evenly. 4 in front, 10 on each side		
1	adjustable coupler	100.00	100.00
	spare tire loose (included in deal)		
NO PRODUCE DE LA CONTRACTION DEL CONTRACTION DE LA CONTRACTION DE			
	sales tax may vary from 5-5.6% depending		
	on county trailer is licensed in		

SACAMBER SEASON BESON (ERROYALIN ANALYSIA)			
en annochean amberen Tenen over 1999 er		Subtotal	\$ 7,820.00
		License Fee	
		Title Fee	69.50
	0.0	% Sales Tax	-
		Total	\$ 7,889.50

MAKE ALL CHECKS PAYABLE TO MIRSBERGER SALES & SERVICE

THANK YOU FOR YOUR BUSINESS!

QUOTES ARE VALID FOR 30 DAYS. MIRSBERGER SALES AND SERVICE RESERVES THE RIGHT TO CHANGE PRICE AND / OR SPECIFICATIONS WITHOUT NOTICE OR OBLIGATION.

Public Packet

CONTRACT / PURCHASE APPROVAL REQUEST

Contacts

Date	5.30,19	Requested Review Date	6.17.19
Requestor's Name	Michele Doxtator	Requestor's Phone #	920.496.7301
Business Unit Name	Joint Marketing	Area Director	
Business Unit Number	4222009	General Manager	

Description of Contract (Include a summary of the contract as well as benefits associated from the contract)

Request PO for the attached Locker Room Live contract. Locker Room Live will be broadcast live from Thornberry Creek each Tuesday on WFRV. The hosts for the show are Burke Griffin and George Koonce.

Terms of the Contract

Supplier Name	WFRV			Vendor Number	106137		
Item(s) Purchased	Sponsor	ship		Budgeted Purchase	YES		
Total Commitment	78,200			Trade-in/Book Value			
Shipping Costs				Legal Review #			
Contract Start Date	9.3.19			Contract End Date	2.4.20		
Verified Suspension/Debarment Status www.sam.gov				[YES	I I		
CAP EX Approval	YES	NO	DATE	TE State License Current (Gaming Specific)		NO	N/A
CAP EX Line Item				Account Number	001.4222	2009.7051	10.000

Competitive Bid/Sole Source Justification (Include a summary of the selection criteria if other than price)

	Supplier Name	Bid Amount	Indian Preference	Sole Source
Bidder #1				1
Bidder #2				
Bidder #3				

Summary of selection criteria or sole source justification:

Approval / Review Dates					
Legal Review					
Purchasing Review					
Gaming Commission Review					
Finance Committee Approval					
Cap-Ex Committee Approval					

☐ B U BLANKET?

#N/A

#N/A

#N/A

\$78,200.00

\$5,000.00

\$2,500.00

EXTENTION

EXTENTION

\$70,700.00

BU

106137

001.1202020.000.705110.000 001.1202022.00.705110.000 001.1202025.000.705110.000 001.1202025.000.705110.000 001.1202025.000.705110.000 001.1202025.000.705110.000 001.1202025.000.705110.000 s 001.1202027.000.705110.000 s 001.1202027.000.705110.000 9.000.0000 000000000000000000000	Public Packet									Four Paths	Larsen	Packerland	Travel Center	E&EE	54	Westwind	
										1	001.1202026.000.705110.000			001.1202022.000.705110.000	001.1202021.000.705110.000		
\$1,091.0 \$582.0 \$393.0 \$474.0 \$1,027.0 \$687.0					¥												
	REVISEO									\$687.00	\$1,027.00	\$747.00	\$474.00	\$393.00	\$582.00	\$1,091.00	

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO:

Michele M. Doxtator

Retail-Administration

FROM: Krystal L. John, Staff Attorney

Krystal L. John Digitally signed by Krystal L. John Date: 2019.05.15 13:03:12-05'00'

DATE: May 15, 2019

RE:

WFRV-TV 5- Locker Room

Use this number on future correspondence:

2019-0536

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.)

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.
 - Please read the contract prior to submission. If the contract language does not make sense to you, request an explanation from the contractor.
 - 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.
 - If you need immediate review of a contract, call the Law Office at 869-4327 PRIOR to sending the contract.
 - 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.
 - You will receive an e-mail notification when the review of your contract is complete.
 - All contracts must be submitted with a completed and signed Conflict of Interest Disclosure
 - SUBMIT ALL FORMS IN .PDF FORMAT

Date:	5/21/2018	Telephone:	920.496.	7301
Contact Person:	Michele Doxtator	Extension:	7301	L
Department:	Joint Marketing	Response Needed E	Ву:6/17/20	019
Name of Contractor:	WFRV TV			
Contract Start Date:	9/3/2019	Contract Total Amount	\$78,200	
Contract End Date:	2/4/2020			
Does this contract have a	an automatic renewal claus	e? (Yes or No)	No	
If yes, indicate the advanc	e notice (in days that must be	given to terminate contract.	Number of Days	_ days.
Special Instructions, if an	y: Please Review the a	ttached contract.		
				0 0

Submit form as an e-mail attachment following these steps:

- Go to: File > Save & Send > Send Using E-Mail > Send as PDF (opens a new mail form in GroupWise) 1.
- Fill in the "To" field with "Oneida Law" 2.
- Attach Contract, completed and signed Conflict of Interest Disclosure Form and any other documentation associated this contract.

From:

92 of 452 Michele M. Doxtator

Sent: 0

Michele M. Doxtator Wednesday, May 15, 2019 1:53 PM Central_Purchasing_Contracts

Attachments: Subject:

FW: WFRV-TV 5- Locker Room; Our File No. 2019-0536

2019-0536 Final Approval-160302.PDF

Central Purchasing Approval Date: 05/15/2019

Reminder Note

examples of items that are appropriate to save in the common directory: registration form, flyer, catalog, contract, bids and quotes, etc. Please include Legal documents will be saved to a common directory before they are moved into OnBase. This will provide everyone access to these materials. The following are Currently all backup information for your purchases is unavailable for viewing by approvers and other parties that need this information. The hard copy Review cover page

o Scan the documents and save them as a pdf. Save the document in the requisitions folder using the Requisition number as the naming convention o OnBase documents can be retrieved directly through logging into OnBase or through Application Enabler (double click on purchase order display screen). These instructions were previously communicated.

o The contract signature process must occur after the purchase order has been approved and sent by the Purchasing Department.

From: Heidi M. Wennesheimer < hwennesh@oneidanation.org>

Sent: Wednesday, May 15, 2019 1:48 PM

To: Central_Purchasing_Contracts < Central_Purchasing_Contracts@oneidanation.org>

Subject: WFRV-TV 5- Locker Room; Our File No. 2019-0536

Public Packet 193 of 452

CONTRACT

This agreement entered into by and between the Oneida Nation, whose mailing address is P.O. Box 365, Oneida, Wisconsin, 54155, and

Name:

WFRV Television Inc, WJMN-TV

Address:

1181 East Mason

Green Bay WI 54301

Federal ID Number:

23-306152

Vendor Number:

106137

hereinafter referred to as Contractor, do hereby mutually agree and covenant as follows:

- 1. Term. The length of this contract is from September 4, 2018 to February 5, 2019. The terms of this contract shall be effective with the signing of both parties and shall conclude with satisfactory completion of the proposed services and/or deliverables. No work may be commenced under this contract until all parties have signed and appropriate approvals have been obtained.
- 2. Services/Deliverables. The Contractor shall be responsible for providing the services and/or deliverables as listed on Attachment A, attached and incorporated herein.
- 3. Consideration. The Oneida Nation agrees to pay Contractor for the acceptable completed services and/or deliverables as follows:
 - a. As listed on Attachment A, attached and incorporated herein.
 - b. Contractor shall submit an invoice for payment.
 - c. This contract shall not exceed \$78,200
- 4. Ownership of Work Product. Results from services and/or deliverables, related documentation, copyrightable works, intellectual property, inventions and other works rendered or created in performance of this contract are the property of the Oneida Nation and must be tendered for payment and is the exclusive property of the Oneida Nation.
- 5. Vendor's Fee. Contractor must comply with all Oneida Nation licensing requirements prior to commencing any work under this agreement. To be in compliance with the Oneida Vendor Licensing Ordinance, an annual fee may be required.
- 6. Non-Disclosure. No information resulting from this Agreement or made accessible to the Contractor may be communicated to any third party for any purpose without the express written permission of the Oneida Nation.

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7. Confidentiality. Both parties recognize and acknowledge that this Agreement creates a confidential relationship between the Oneida Nation and the Contractor. Information exchanged, whether written, oral or otherwise, is confidential in nature. Contractor agrees not to use, directly or indirectly, for its benefit or for the benefit of others, during the term of this Agreement, or anytime thereafter, any confidential information which is or may be acquired or developed in connection with or as a result of this Agreement.

- 8. Warranties. Contractor represents and warrants to the Oneida Nation that it has the experience and ability to perform the services and/or deliverables required by this Agreement; that it will perform in a professional manner; and that it has the power to enter into and perform this agreement.
- 9. Indemnification. Contractor shall indemnify and hold harmless the Oneida Nation, its affiliates, officers, directors, employees, and agents, from and against any and all claims, of whatever nature, for injuries, losses, or damages arising out of Contractor's negligence, gross negligence, or intentional misconduct, or the negligence, gross negligence or intentional misconduct of Contractor's affiliates, officers, directors, employees, or agents. The Oneida Nation shall indemnify and hold harmless Contractor, its affiliates, officers, directors, employees, and agents, from and against any and all claims, of whatever nature, for injuries, losses, or damages arising out of the Oneida Nation's negligence, gross negligence, or intentional misconduct, or the negligence, gross negligence, of intentional misconduct of the Oneida Nation's affiliates, officers, directors, employees or agents.
- 10. Insurance. Contractor will obtain and maintain throughout the term of this Agreement motor vehicle insurance, which meets the Oneida Nation's requirements. Contractor will furnish certificates or adequate proof of said insurance.
- 11. Workers Compensation. The Contractor warrants and represents that it carries the appropriate workers compensation policy coverage and that no persons employed or performing under the terms of this agreement are excluded under that coverage. Further the contractor agrees to and shall indemnify and hold the Oneida Nation harmless against and from any and all loss, damages or costs incurred for any workers compensation claims including but not limited to attorneys' fees. The contractor shall provide the Oneida Nation with a copy of the contractor's workers compensation coverage policy prior to signing this agreement.
- Employment Taxes. The Contractor shall be responsible for all withholding and any other employment taxes due to any taxing authority.
- 13. Approval. Satisfactory completion of this contract shall be subject to the approval of Michele Doxtator, Joint Marketing Executive Team.
- 14. Assignment, Subcontracting. This agreement may not be assigned by either party for any reasons. Provided however, that with the prior written approval of the Oneida Nation, this does not bar the Contractor from sub-contracting any or all work under this contract, further provided, that all terms, limitations, and requirements of this Agreement shall be applicable to any sub-contractor.

Public Packet

- 15. Termination. This agreement may be terminated upon reasonable advance written notice by either party. In the event of termination, no payment of services shall be rendered unless the service or deliverable was rendered or produced prior to receipt of notice of termination.
- 16. Conflict of Interest. Contractor has signed the Conflict of Interest form and certifies that there are no known conflicts that would interfere with this contract. A conflict arising after this contract is signed shall be made known to the Oneida Nation. A conflict arising after the signing of this contract will allow the Oneida Nation to terminate this contract immediately, or as may be deemed reasonably appropriate by the Oneida Nation.
- 17. Employment Status. Contractor represents that she is not currently an employee of the Oneida Nation.
- 18. Validity of Contract. This contract not valid prior to review and approval by the Oneida Law Office.
- 19. Entire Agreement. This Agreement, together with its attachments, reflects and contains the entire understanding between the parties.
- 20. Notice. Notice required under this agreement may be sent to:

ONEID NATION:

CONTRACTOR:

Oneida Nation

Attn: Michele Doxtator

Retail Profit Area Manager

Post Office Box 365 Oneida, WI 54155 WFRV Television Inc. WJMN-TV

Vicki Boulanger

Senior Account Executive

1181 East Mason St

Green Bay WI

21. Severability. Should any provision of this Agreement, or part thereof, be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement or other part of such provision.

By signing below I agree to all terms of this contract.

ONEIDA NATION:	CONTRACTOR:
By:	By:
Michele Doxtator	Vicki Boulanger
Retail Profit Area Manager	Senior Account Executive
Date:	Date:

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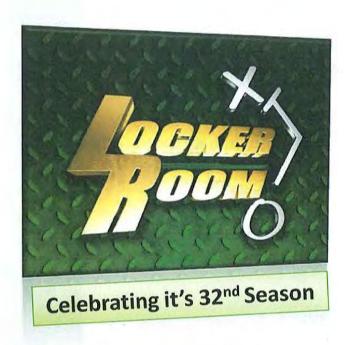
The undersigned has read the copy of the Oneida Indian Preference Law attached hereto, understands its provisions and their bearing on the contractor's rights and responsibilities, and agrees that such provisions shall govern the contractor's performance on the contract.

CONTRACTOR:	
Ву:	
Date:	

CONSULTANT/CONTRACTOR CONFLICT OF INTEREST DISCLOSURE FORM

I, _	Vicki L. Boulanger	, on behalf of
Onei other own	WFRV-TV 5 / Nexstar Media Group "Contractor"), declare this to be a full and complete disclosure of all conflicted Nation. Conflict of interest means any interest, whether it be personal rwise, that conflicts with any right of the Oneida Nation to property, informaticand operate its enterprises, free from undisclosed competition or other violatical Nation. Therefore, I affirm to the best of my knowledge the following:	, financial, political, or on, or any other right to
1.	The Contractor <u>is not</u> an employee of the Oneida Nation. (Must inclif employee of the Oneida Nation.)	ude job description
2.	The Contractor is neither presently involved in, nor is it contemplating any Oneida Nation.	legal actions against the
3.	The Contractor is not presently involved in any activity or has any outside suggest a potential conflict with the Oneida Nation.	interests that conflict or
4.	The Contractor is neither involved in nor does it own any business investme or connected with the Oneida Nation, its programs, departments, or enterpri	
5.	Neither the Contractor, nor any of its representatives, holds any positions any public or private groups, firms, organizations, or other entities whi wholly owned by the Oneida Nation. No representative of the contract commission, or committee of the Oneida Nation. No officer or director of conflict as defined above	ich are substantially or etor sits on any board,
5.	The Contractor is neither applying for, nor receiving, any special services programs provided by the Oneida Nation, and has no pending contracts vexcept as herein disclosed and listed below:	s, grants, loans or other with the Oneida Nation,
	If NONE, please check	
nvolv irises contra	(Attach additional pages, if necessary) ng the term of the contract or any extension thereof, I will promptly report at ve, suggest or appear to suggest any conflict that I may have with the Oneids, I am informed and understand that the Oneida Nation may in its sole direct without obligation to me. Further, failure to report any conflict shall also be	a Nation. If a conflict iscretion, terminate the
	eture: Date: This form is in accordance with B.C. Resolution #9-28-90-4	May 10, 2019
	and the same of th	and have hardered at the contribution.











Experience Something More...

Host Sponsorship 2019/2020 Renewal





LIVE TUESDAY AT 6:30 PM

Hosts:

Veteran WFRV-TV Sports Director, Burke Griffin and Green Bay Packers Super Bowl XXXI Champion, George Koonce.

Summary: Locker Room is a weekly half-hour program that will be broadcast live from Thornberry Creek at Oneida for the 2019 football season to include playoffs.

> It includes highlights of the previous week, a look ahead to the upcoming game, player/coach guests, fan interaction, plus much more.

Air Dates: Tuesday, 6:30 pm - 7:00pm (LIVE)

September 3rd, 2019 - December 31st, 2019 (18 weeks*)

*The show will automatically continue in post-season, as long as the Green Bay Packers play.

Network Details:

The program is distributed live Tuesday nights to a nine (9) station regional network, including Wisconsin, and portions of Michigan, Minnesota, Illinois, and Iowa.



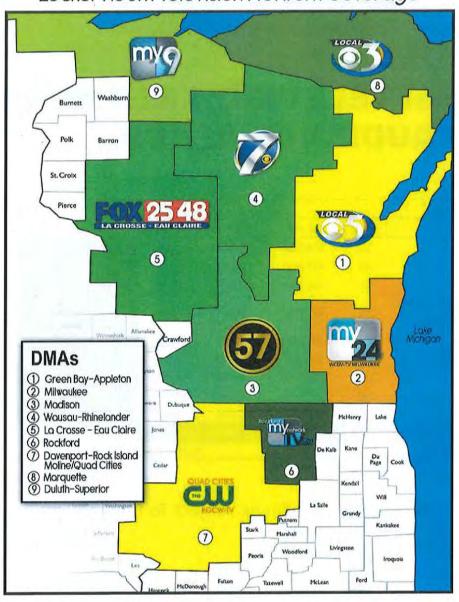


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Locker Room Television Network Coverage







Public Packet



Regional TELEVISON NETWORK AUDIENCE REACH

MARKET	Rank	Tot. HHs	% of US	% of NTW	Station	AffI	CH
Milwaukee	36	868,500	0.774	32.3%	WCGV-TV	MyN	24
Green Bay	69	415,890	0.371	15.5%	WFRV-TV	CBS	5
Madison	81	366,690	0.327	13.6%	WIFS-TV	IND	32
Davenport/R.Island/Moline/ Bettendorf: Quad Cities	102	277,980	0.248	10.3%	KGCW-TV	cw	26
LaCrosse/EauClaire	129	196,160	0.175	7.3%	WLAX-TV	FOX	25
Wausau/Rhinelander	134	166,030	0.148	6.2%	WSAW-TV	CBS	7
Rockford, IL	138	161,530	0.144	6.0%	WTVO.2-TV	MyN	17.2
Duluth/Superior	140	157,070	0.140	5.8%	KBJR.3	My9	6.3/11.3
Marquette, MI	180	78,000	0.070	2.9%	WJMN-TV	CBS	3
Total HH's	5	2,687,850	2.397%	100.0%			
Source: TvB, 2018-19 Season	ource: TvB, 2018-19 Season			Total US HH:	112,143,960		

Station Dates & Times Subject To Change











Elements of Network Host Sponsorship

Sponsorship Includes:

2-:30 second commercial each week Sept. 3rd through Dec. 31st, 2019.
 Post Season is automatically extended at same weekly rate.

Added Benefits:

- · Open & Closing billboards for each show statewide
- Exclusive Host Location for LIVE BROADCAST: "Thornberry Creek at Oneida"
- · Customized in-program weekly segment: Oneida One Stop Fan Zone
- •VIP Table each week at show
- ·Signage, branding and product placement
- •Separate commercial content distribution on one of the commercial breaks to include local content on WFRV and regional content on Regional Network.

Added Value & Merchandising:

- Commercial production in high definition for Oneida Nation divisions that need updated commercials.
- •One pair of tickets for Packers Green Package (7 home games) used to enhance partnership.







2019-20

SPONSOR AGREEMENT

Regular Season Investment: \$61,200. net. (18 weeks)
Post Season Investment: \$17,000. net (5 weeks)

- Sponsorship packages are non-cancelable and automatically extend at weekly investment for as long as the Green Bay Packers are in post season competition.
- Total Investment of \$78,200 includes: 18 weeks of regular season and 4 weeks of post season competition and 1 week of a season wrap up show. Total of 23 weeks.

REFERENCE PO#

September 3rd, 2019 - - February 4th, 2020 Total Net Investment: \$78,200.

Authorized By

Date







CONTRACT / PURCHASE APPROVAL REQUEST

Contacts

Date	6/6/19	Requested Review Date	6.17.19
Requestor's Name	James Petitjean	Requestor's Phone #	869-4574
Business Unit Name	Tribal Transportation	Area Director	James PEtitjean
Business Unit Number	5262970	General Manager	

<u>Description of Contract</u> (Include a summary of the contract as well as benefits associated from the contract)

Approve Poplar Ln and Johnson Rd pulverize and pave for 2019 roadwork. The roads were evaluated in 2016 using the paser rated and have been rated one of the lowest for road conditions.

Terms of the Contract

Supplier Name	NE Aspl	NE Asphalt		Vendor Number	107638		
Item(s) Purchased				Budgeted Purchase	YES		
Total Commitment	390,769	390,769.71		Trade-in/Book Value			
Shipping Costs				Legal Review #			
Contract Start Date	July 5, 2	July 5, 2019		Contract End Date			
Verified Suspension/Debarment Status www.sam.gov			[YES				
CAP EX Approval	YES	NO	DATE	State License Current (Gaming Specific)	YES	NO	N/A
CAP EX Line Item				Account Number			

<u>Competitive Bid/Sole Source Justification</u> (Include a summary of the selection criteria if other than price)

Supplier Name	Bid Amount	Indian Preference	Sole Source
NEA	390,769.71		
MCC	548513.03		
	NEA	Amount NEA	Amount Preference NEA 390,769.71

Approval / Review Dates			
Legal Review			
Purchasing Review			
Gaming Commission Review			
Finance Committee Approval			
Cap-Ex Committee Approval			

SECTION 00 41 00

BID SCHEDULE

Project:

Poplar Lane, ID No. F55-43316

Johnson Road, ID No. F55-43329

OFFEROR PLEASE NOTE: BEFORE PREPARING THE BID, READ CAREFULLY THE SOLICITATION PROVISIONS.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the bid obtained by adding the amounts of the several items. In case of discrepancy between unit prices and bid item total, the corrected unit price extension will govern. Type or print in ink, all of the figures. A unit bid price is not to be entered nor tendered for any pay item for which no estimated quantity appears in the bid schedule or for which a contingent amount or set price is shown in the bid schedule.

Whenever a contingent amount or a set price is shown for any item in the bid schedule, include such amount in the bid total.

POPLAR LANE

Pay Item No.	Pay Item Name	Units	Estimated Quantity	Unit Bid Price	Amount Bid
205.0100	EXCAVATION COMMON	СҮ	270	\$ 18.00	\$ 4,660.00
208.0100	BORROW	СҮ	1500	\$ 20.50	\$ 30,750,00
305.0110	BASE AGGREGATE DENSE 3/4 INCH	TON	410	\$ 18,50	\$ 7,585.00
305.0120	BASE AGGREGATE DENSE 1 1/4 INCH	TON	1200	\$ 17.50	\$21,000.00
325.0100	PULVERIZE AND RELAY	SY	8286	\$ 0,46	\$ 3,728,70
455.0605	TACK COAT	GAL	380	\$ 3.25	\$ 1,235.00
460.5224	HMA PAVEMENT 4 LT 58- 28 S	TON	1600	\$ 72.10	\$115,360.00
619.1000	MOBILIZATION	EACH	1 9	11,000.00	\$ 11,000.00
621.0100	LANDMARK REFERENCE MONUMENTS	EACH	4	\$ 550.00	\$ 2,200.00
625.0500	SALVAGED TOPSOIL	SY	6300	\$ 4.00	\$25,200.00

Pay Item No.	Pay Item Name	Units	Estimated Quantity	Unit Bid Price	Amount Bid
628.1504	SILT FENCE	LF	3950	\$ 2.00	\$ 7,900,00
628.1520	SILT FENCE MAINTENANCE	LF	3950	\$ 0.25	\$ 987.50
628.1905	MOBILIZATIONS EROSION CONTROL	EACH	2	\$ 350.00	\$ 700,00
628.1910	MOBILIZATIONS EMERGENCY EROSION CONTROL	EACH	1	\$ 1.00	\$ 1.00
628.2006	EROSION MAT CLASS II TYPE B	SY	6300	\$ 1.90	\$11,970,00
629.0210	FERTILIZER TYPE A	CWT	5	\$ 65.00	\$ 315.00
630.0140	SEEDING MIXTURE NO. 40	LB	150	\$ 6.50	\$ 975.00
630.0200	SEEDING TEMPORARY	LB	200	\$ 3.00	\$ 600.00
634.0412	POSTS WOOD 4X4-INCH X 12-FT	EACH	4	\$ 70,00	\$ 280.00
637.2210	SIGNS TYPE II REFELCTIVE H	SF	17.25	\$ 14.75	\$ 254.44
637.2230	SIGNS TYPE II REFLECTIVE F	SF	6.25	\$ 14.75	\$ 92.19
638.2602	REMOVING SIGNS TYPE II	EACH	4	\$ 20,00	\$ 80.00
638.3000	REMOVING SMALL SIGN SUPPORTS	EACH	4	\$ 40.00	\$ 160.00
643.0100	TRAFFIC CONTROL (PROJECT)	EACH	1	\$ 900.00	\$ 900.00
646.0106	PAVEMENT MARKING EPOXY 4 INCH	LF	5672	\$ 1.10	\$6,239.20
647.0556	PAVEMENT MARKING STOP LINE EPOXY 12 INCH	LF	32	\$ 14.00	\$ 448.00
690.0150	SAWING ASPHALT	LF	204	\$ 2.40	\$ 489.60

Pay Item No.	Pay Item Name	Units	Estimated Quantity	Unit Bid Price	Amount Bid
SPV. 0105.01	CONTRACTOR SAMPLING & TESTING	LS	1	\$ 4,660.00	\$ 2,660,00
SPV.0105.02	CONSTRUCTION SCHEDULE	LS	1	\$ 100.00	\$ 100.00
SPV.0105.03	THIRD-PARTY QUALITY CONTROL SAMPLING & TESTING	LS	1	\$ 100.00	6 100.00

POPLAR LANE PROJECT BID TOTAL = 256,160.62

JOHNSON ROAD

Pay Item No.	Pay Item Name	Units	Estimated Quantity	Unit Bid Price	Amount Bid
204.0115	REMOVING ASPHALTIC SURFACE BUTT JOINTS	SY	30	\$ 0.01	\$ 0.30
204.0165	REMOVING GUARDRAIL	LF	165	\$ 8,00	\$ 1,320,00
305.0110	BASE AGGREGATE DENSE 3/4 INCH	TON	295	\$ 18.50	\$ 5,457.50
325.0100	PULVERIZE AND RELAY	SY	6000	\$ 0.55	\$ 3,300.00
455.0605	TACK COAT	GAL	300	\$ 3,25	\$ 975.00
460.5224	HMA PAVEMENT 4 LT 58-28 S	TON	1130	\$ 73,50	\$83,394.00
521.3115	CULVERT PIPE CORRUGATED STEEL 15 INCH	LF	32	\$ 47.50	\$ 1,520.00
521.3118	CULVERT PIPE CORRUGATED STEEL 18 INCH	LF	36	\$ 51.50	\$1,854.00
521.3721	PIPE ARCH CORRUGATED STEEL 21X15 INCH	LF	32	\$ 55.25	\$ 1,768.00
521.3724	PIPE ARCH CORRUGATED STEEL 24X18 INCH	LF	34	\$ 54,00	\$ 1,972.00

Pay Item No.	Pay Item Name	Units	Estimated Quantity	Unit Bid Price	Amount Bid
614.0305	STEEL PLATE BEAM GUARD CLASS A	LF	100	\$ 30,00	\$ 3,000,00
614.0370	STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL	EACH	4		\$12,400.60
619.1000	MOBILIZATION	EACH	1	\$ 4,000,00	\$4,000,00
628.1905	MOBILIZATION EROSION CONTROL	EACH	1	\$ 350.00	\$ 350,00
628.1910	MOBILIZATION EMERGENCY EROSION CONTROL	EACH	1	\$ 1,00	\$ 1,00
634.0414	POSTS WOOD 4X4 INCH X 14 FT	EACH	4	9 90.00	\$ 360.00
637.2210	SIGNS TYPE II REFLECTIVE H	SF	22.5	9 14,75	\$ 331,88
638.2602	REMOVING SIGNS TYPE II	EACH	4	\$ 20.00	\$ 80.00
638.3000	REMOVING SMLL SIGN SUPPORTS	EACH	4	\$ 40.00	\$ 160.00
643.0100	TRAFFIC CONTRL (PROJECT)	EACH	1 ,	\$1,200.00	61,200,00
646.0106	PAVEMENT MARKING EPOXY 4 INCH	LF	5310	\$ 1.10	\$5,841.00
647.0566	PAVEMENT MARKING STOP LINE EPOXY 18 INCH	LF	48	\$ 15.00	\$ 720,00
690.0150	SAWING ASPHALT	LF	256	\$ 2.40	\$ 614.40
SPV.0105.01	CONTRACTOR SAMPLING & TESTING	LS	1	\$1,870.00	\$ 4,670,00
SPV.0105.02	CONSTRUCTION SCHEDULE	LS	1	\$ 100.00	\$ 100.00

JOHNSON ROAD PROJECT BID TOTAL = \$132,589,08

Acknowledgement of Addenda No, dated	
Acknowledgement of Addenda No, dated	
Acknowledgement of Addenda No, dated	
Acknowledgement of Addenda No, dated	

Subm	itted	By:
------	-------	-----

Northeast Asphalt, Inc.	•
Contractor	
Jon Aeach, Agent	
Representative (printed)	
	5-8-19
Signature	Date
Street Address 1524 Atkinson Drive	
City, State, Zip: Green Bay, WI 543	<u>303</u>
Phone: 920-494-0543	
Email: <u>Neaquole Qreasphalt.</u>	<u>com</u>

List of Subcontractors

Name of Subcontractor	Class of Work	Estimated Value
Highway Landscapers, Inc.	Crading, Landscaping, Gu	nantail \$158,000.00
Century Fence Company	Pavement Markings	\$ 13,250.00
Payne & Nolan, Inc.	Staking	\$ 1,600.00
R Signs, LLC	Signage	\$ 1,800.00

BID BOND -PRIVATE WORK

	Bond
KNOW ALL BY THESE PRESENTS, That we, NORTHEAST ASPHAL	T, INC.
of 1524 Atkinson Drive. Green Bav. Wl. 54303	(hereinafter called the Principal),
as Principal, and 151 N. Franklin Street, Chicago, IL, 60606	
(hereinafter called the Surety), as Surety, are held and firmly bound unto	
ONEIDA NATION N7332 WATER CIRCLE PLACE, ONEIDA, WI, 54155	
(hereinafter called the Obligee) in the penal sum of	
for the payment of which the Principal and the Surety bind themselves, jointly and severally, firmly by these presents.	nt of amount bid. Dollars (\$ 5% of Amount Bid), their heirs, executors, administrators, successors and assigns,
THE CONDITION OF THIS OBLIGATION IS SUCH, That WHE	REAS, the Principal has submitted or is about to submit
a proposal to the Obligee on a contract for	
Oneida 2019 Roads, Oneida, Wisconsin.	
NOW, THEREFORE, If the said Contract be timely awarded to the Properition of the Contract in writing, and give bond, if bond is reperformance of the said Contract, then this obligation shall be void; otherwise PROVIDED, HOWEVER, neither Principal nor Surety shall be bound he shall furnish evidence satisfactory to Principal and Surety that financing project. Signed and sealed this	equired, with surety acceptable to the Obligee for the faithful
Camom SMM. Witness	NORTHEAST ASPHALT, INC. (Seal) Principal Kevin Cannon, Vice President WESTERN SURETY COMPANY
	By Kelly Cody Attorney-in-Fact

000188 12/00

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin Trudy A. Szalewski, Christopher H. Kondrick, Brian Krause, Individually of Milwaukee, Wisconsin

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of January, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

s

On this 24th day of January, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr. Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of day of day of day of day.



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CERTIFICATE OF CORPORATE RESOLUTION PART OF THE MINUTES OF MEETING OF DIRECTORS

RESOLVED, that Kurt Bechthold, Mark E. Filmanowicz, Kevin Gannon, Brian Endres, Diane Gadzalinski, Kelly Hetherington, Michael Wickler, David L. Bechthold, Charles E. Bechthold, Brian J. Henken, Jon Leach, Jay Rosemeyer, John C. Bartoszek, Carrie Van Vonderen, Brian Enders and Christopher J. Winiecki shall have the authority to sign all contracts for and within the State of Wisconsin and on behalf of Northeast Asphalt, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Northeast Asphalt, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on the 5th day of March 2019, and that such resolution is now in full force and effect.

of May, 2019.

Mark E. Filmanowicz, Secretary



CERTIFICATE OF LIABILITY INSURANCE

04/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. II SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT AON RISK SERVICES CENTRAL, INC. (920) 431-6345 PHONE (A/C, No. Ext): (920) 437-7123 E-MAIL ADDRESS: AON RISK SERVICES CENTRAL, INC. (A/C, No): 111 N. WASHINGTON ST., SUITE 300 P.O. BOX 23004 INSURER(S) AFFORDING COVERAGE NAIC # Travelers Indemnity Company 25658 GREEN BAY, WI 54301-3004 INSURER A: Travelers Properly Casualty Company of America NORTHEAST ASPHALT, INC. 25674 INSURER 8 : ATTN: INSURER C P.O. BOX 1632 INSURER D WAUKESHA, WI 53187 INSURER E: COVERAGES REVISION NUMBER: CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR INSD WVD POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER <u>\$ 1,000,</u>000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 CLAIMS-MADE OCCUR \$ 5,000 MED EXP (Any one person) 1,000,000 CONTRACTUAL LIABILITY 03/01/2019 03/01/2020 VTC2K-CO-7211B454-IND-19 PERSONAL & ADV INJURY 2,000,000 \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY PRO-PRODUCTS - COMPIOP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) OWNED AUTOS ONLY 03/01/2020 \$ VTC2K-CAP-3049P020-IND19 03/01/2019 PROPERTY DAMAGE (Per accident) AUTOS ONLY 10,000,000 UMBRELLA LIAB EACH OCCURRENCE OCCUR 10,000,000 03/01/2020 EXCESS LIAB VTSMJ-CUP-6J773169-TIL-19 03/01/2019 AGGREGATE CLAIMS-MADE DED RETENTIONS 10,000 PER WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTHER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 03/01/2020 03/01/2019 Ν UB-3L596342-19-25-R N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT II yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION

CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Brzezinski

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13

SECTION 00 41 00

BID SCHEDULE

Project:

Poplar Lane, ID No. F55-43316 Johnson Road, ID No. F55-43329

OFFEROR PLEASE NOTE: BEFORE PREPARING THE BID, READ CAREFULLY THE SOLICITATION PROVISIONS.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the bid obtained by adding the amounts of the several items. In case of discrepancy between unit prices and bid item total, the corrected unit price extension will govern. Type or print in ink, all of the figures. A unit bid price is not to be entered nor tendered for any pay item for which no estimated quantity appears in the bid schedule or for which a contingent amount or set price is shown in the bid schedule.

Whenever a contingent amount or a set price is shown for any item in the bid schedule, include such amount in the bid total.

POPLAR LANE

Pay Item No.	Pay Item Name	Units	Estimated Quantity	Unit Bid Price	Amount Bid
205.0100	EXCAVATION COMMON	CY	270		
				14.00	3,780.00
208.0100	BORROW	CY	1500		
				37.10	55,650.00
305.0110	BASE AGGREGATE DENSE	TON	410		
	3/4 INCH			33.00	13,530.00
305.0120	BASE AGGREGATE DENSE	TON	1200		
	1 1/4 INCH			21.05	25,260.00
325.0100	PULVERIZE AND RELAY	SY	8286		
:				1.60	13,257.60
455.0605	TACK COAT	GAL	380		
				5.00	1,900.00
460.5224	HMA PAVEMENT 4 LT 58-	TON	1600		
	28 S			93.55	149,680.00
619.1000	MOBILIZATION	EACH	1		
				9,600.00	9,600.00
621.0100	LANDMARK REFERENCE	EACH	4		
	MONUMENTS			525.00	2,100.00
625.0500	SALVAGED TOPSOIL	SY	6300		
				2.40	15,120.00

Pay Item No.	Pay Item Name	Units	Estimated Quantity	Unit Bid Price	Amount Bid
628.1504	SILT FENCE	LF	3950		
				2.50	9,875.00
628.1520	SILT FENCE MAINTENANCE	LF	3950	1.0	0.000
628.1905	MOBILIZATIONS EROSION	EACH	2	1.00	3,950.00
020.2505	CONTROL	271011		500.00	1,000.00
628.1910	MOBILIZATIONS	EACH	1		(1000.00
	EMERGENCY EROSION			500.00	500.00
628.2006	CONTROL EROSION MAT CLASS II	SY	6300	500.00	300.00
	ТҮРЕ В			2.25	14,175.00
629.0210	FERTILIZER TYPE A	CWT	5		
			4-0	1,250.00	6,250.00
630.0140	SEEDING MIXTURE NO. 40	LB	150	JE 70	11 757 47
630.0200	SEEDING TEMPORARY	LB	200	75.00	11,250.60
				10.00	2,000.00
634.0412	POSTS WOOD 4X4-INCH X	EACH	4		
	12-FT			200.00	800.00
637.2210	SIGNS TYPE II REFELCTIVE H	SF	17.25	35.00	603.75
637.2230	SIGNS TYPE II REFLECTIVE F	SF	6.25	30.00	Ψ05, 15
				35.00	218.75
638.2602	REMOVING SIGNS TYPE II	EACH	4		
620,2000	DEMOVING CAMALL SIGN	FACIL		75.00	300.0D
638.3000	REMOVING SMALL SIGN SUPPORTS	EACH	4		
				75.00	300.00
643.0100	TRAFFIC CONTROL (PROJECT)	EACH	1	100066	100000
646.0106	PAVEMENT MARKING	LF	5672	1,000.00	1,000.00
0-0.0100	EPOXY 4 INCH	LI	30,2	1.10	1 000 -
C47.055.0	DAVEN ACAIT AND SUINCE CTOR	1.5	22	1.10	6,239.20
647.0556	PAVEMENT MARKING STOP LINE EPOXY 12 INCH	LF	32	14.00	448.00
690.0150	SAWING ASPHALT	LF	204	1 1.00	
				4,50	918.00

Pay Item No.	Pay Item Name	Units	Estimated Quantity	Unit Bid Price	Amount Bid
SPV. 0105.01	CONTRACTOR SAMPLING &	LS	1		
	TESTING			658.23	658.23
SPV.0105.02	CONSTRUCTION SCHEDULE	LS	1		
				650.00	650.00
SPV.0105.03	THIRD-PARTY QUALITY	LS	1		
	CONTROL SAMPLING &				
	TESTING			4,700.00	4,700.00

POPLAR LANE PROJECT BID TOTAL = 355,713.53

Three Hundred Fifty-Five Thousand Seven Hundred Thirteen and 53/100—

JOHNSON ROAD

Pay Item No.	Pay Item Name	Units	Estimated Quantity	Unit Bid Price	Amount Bid
204.0115	REMOVING ASPHALTIC	SY	30		
	SURFACE BUTT JOINTS			45.00	1,350.00
204.0165	REMOVING GUARDRAIL	LF	165	10.00	1,650.00
305.0110	BASE AGGREGATE DENSE	TON	295		
	3/4 INCH			31.20	9,204.00
325.0100	PULVERIZE AND RELAY	SY	6000	2.10	12,600.00
455.0605	TACK COAT	GAL	300	5.00	1,500.00
460.5224	HMA PAVEMENT 4 LT	TON	1130		
	58-28 S			96.00	108,480.00
521.3115	CULVERT PIPE	LF	32		
·	CORRUGATED STEEL 15 INCH			110.00	3,520.00
521.3118	CULVERT PIPE	LF	36		
	CORRUGATED STEEL 18				
	INCH			110.00	3,960.00
521.3721	PIPE ARCH CORRUGATED	LF	32		
	STEEL 21X15 INCH			[18.00	3,776.00
521.3724	PIPE ARCH CORRUGATED	LF	34		
	STEEL 24X18 INCH			118.00	4,012.00

Pay Item No.	Pay Item Name	Units	Estimated Quantity	Unit Bid Price	Amount Bid
614.0305	STEEL PLATE BEAM GUARD	LF	100		
	CLASS A			50.00	5,000.00
614.0370	STEEL PLATE BEAM GUARD	EACH	4		
	ENERGY ABSORBING TERMINAL			4,500.00	18,000.00
619.1000	MOBILIZATION	EACH	1	7,000.00	7,000.00
628.1905	MOBILIZATION EROSION CONTROL	EACH	1	500.00	500.00
628.1910	MOBILIZATION EMERGENCY EROSION	EACH	1	+	
	CONTROL			500.00	500.00
634.0414	POSTS WOOD 4X4 INCH X 14 FT	EACH	4	250.00	1,000.00
637.2210	SIGNS TYPE II REFLECTIVE H	SF	22.5	35.00	787.50
638.2602	REMOVING SIGNS TYPE II	EACH	4	75.00	300.0D
638.3000	REMOVING SMLL SIGN SUPPORTS	EACH	4	75.00	300.00
643.0100	TRAFFIC CONTRL (PROJECT)	EACH	1	1,000.00	1,000,00
646.0106	PAVEMENT MARKING EPOXY 4 INCH	LF	5310	1.10	5,841.00
647.0566	PAVEMENT MARKING STOP LINE EPOXY 18 INCH	LF	48	15.00	720.00
690.0150	SAWING ASPHALT	LF	256	4.00	1,024.00
SPV.0105.01	CONTRACTOR SAMPLING & TESTING	LS	1		
SPV.0105.02	CONSTRUCTION SCHEDULE	LS	1	525.00	525.00
5. 1.0203.02			-	250.00	250.00

JOHNSON ROAD PROJECT BID TOTAL = 192,799.50

One Hundred Ninety-Two Thousand Seven Hundred Ninety-Nine and 50/100—

List of Subcontractors

Name of Subcontractor	Class of Work	Estimated Value
Century Fence Company	Pavement Marking	\$13,200.00
HOW Landscaping Service	Landscaping	\$81,200.00
Omnni Associates, Inc.	Testing & Sampling	\$14,700.00

Acknowledgement of Addenda No. NA, dated
Acknowledgement of Addenda No, dated
Acknowledgement of Addenda No, dated
Acknowledgement of Addenda No, dated
Submitted By:
MCC, Inc.
Contractor
Unice A Murphy Stearns
Joyce A. Murphy Stearns Representative (printed) Vice-President
Jerpe Murphy Steams 5/8/19
Signature Date
Street Address 2600 N. Roemer Rd.
City, State, Zip: Appleton, WI. 54911
Phone: (920)749-336D
Email: <u>ridge.liebzeit@murphyinc.org</u>

BID BOND -PRIVATE WORK

	Bond
KNOW ALL BY THESE PRESENTS, That we, MCC, INC.	
of 2600 N. Roemer Rd., Appleton, WI, 54912-1137	(hereinafter called the Principal),
as Principal, and 175 Berkeley Street, Boston, MA, 02116	
(hereinafter called the Surety), as Surety, are held and firmly bound unto _ONEIDA TRIBE OF INDIANS OF WISCONSIN N7332 Water Circle PI, Oneida, WI, 54155	
(hereinafter called the Obligee) in the penal sum of	
Five perce	ent of amount bid. Dollars (\$ 5% of Amount Bid)
for the payment of which the Principal and the Surety bind themselve jointly and severally, firmly by these presents.	s, their heirs, executors, administrators, successors and assigns,
THE CONDITION OF THIS OBLIGATION IS SUCH, That WH	EREAS, the Principal has submitted or is about to submit
a proposal to the Obligee on a contract for	
Oneida Nation, Poplar Lane and Johnson Road, Oneida, Outagamie	County, Wisconsin.
And an analysis of the second	
NOW, THEREFORE, If the said Contract be timely awarded to the specified, enter into the Contract in writing, and give bond, if bond is performance of the said Contract, then this obligation shall be void; otherw	required, with surety acceptable to the Obligee for the faithful
PROVIDED, HOWEVER, neither Principal nor Surety shall be bound he shall furnish evidence satisfactory to Principal and Surety that financiproject.	
Signed and sealed this 8th day of	May , 2019
Witness	MCC, INC. (Seat) Principal Vice-President Title
	By Kelly Cody Attorney-in-Fact

call EST on any business day

the validity of t-8240 between

10-832-

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8201176-354019

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that
Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized
under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kelly Cody,
Christopher Hovden, Roxanne Jensen, Brian L. Krause, Trudy A. Szalewski

all of the city of	Green Bay	state of	Wisconsin	each individually if there be more than one named, its true and lawful attorney-in-fact to make,
execute, seal, acknowle	edge and deliver, for and	on its behalf as si	rety and as its act an	d deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance
of these presents and	shall be as binding upo	n the Companies	as if they have been	duly signed by the president and attested by the secretary of the Companies in their own proper
persons.				, , , , , , , , , , , , , , , , , , , ,

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of May 2019







Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

1st day of 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. this Power of Attorney

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Two., Montgomery County My Commission Expires March 28, 2021

Member, Pennsylvania Association of Notaries

By: Leresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this (





Renee C. Llewellyn, Assistant Secretary

INFO~TECH

Recid of OK TO Pay

Bill To Account

Oneida Nation

Contact Name

Dave Cluckey

Bill To

Accounts Payable

PO Box 365

Onelda Wisconsin 54155

United States

DD/MM/YYYY

Invoice Date

22/03/2019

Purchase Order

PDM-36250-19-PO

Number

Document Type

Invoice

Invoice Number

198975

Remit To:

Company Name

Info-Tech Research Group Inc.

Address (Remit To): 3960 Howard Hughes Parkway, Suite 500

Las Vegas, NV, 89169

१८(क्क्षेत्रसम् क्रिक्सिस्सम्बद्धाः	Line Item Description	Sales - Price	Quantily	Discount Amount	i (Ko)kali Philies
Executive	Fri Mar 22 2019 to Sun Mar 22 2020 Executive Seat providing Premium coverage to team, two in-person advisory sessions per year, dedicated counselor; 8 Premium Team Seats with Unlimited Web Access.	USD 49,700.00	1	USD 0.00	USD 49,700.00

Banking Information for ACH / EFT

Bank Name: TD New York

Checking Account Number: 3248158940

Routing/ABA Number: 026013673

Payment Date (DD/MM/YYYY) 22/03/2019

Contact Information Voice: 1-888-670-8889

Fax: 1-702-446-3782 Web: www.infotech.com

E-mail: service@infotech.com

Invoice A/R Rep

John Eshemogie

HST Registration # 76937 1485

Subtotal

USD 49,700.00

Discount

0.00%

Total Price

USD 49,700.00

Tax

USD 0.00

Grand Total

USD 49,700.00

INFO~TECH

Bill To Account

Oneida Nation

Contact Name

Dave Cluckey

Bill To

Accounts Payable

PO Box 365

Oneida Wisconsin 54155

United States

Document Type

Invoice

Invoice Date

DD/MM/YYYY

30/04/2019

Invoice Number

199562

Remit To:

Company Name

Info-Tech Research Group Inc.

Address (Remit To): 3960 Howard Hughes Parkway, Suite 500

Las Vegas, NV, 89169

Product Name	Product Description	Line Item Description	Sales Price	Quantily	Discount Amount	
Combined Gaming and Native American Technology Premium Team Seat	Full web research access including Gaming and Hospitality, Native American Technology Research Centre, and Premium	Fri Mar 22 2019 to Sun Mar 22 2020	USD 2,400.00	2.00	USD 0.00	USD 4,800.00

Banking Information for ACH / EFT

Bank Name: TD New York

Checking Account Number: 3248158940

Routing/ABA Number: 026013673

Contact Information Voice: 1-888-670-8889

Fax: 1-702-446-3782

Web: www.infotech.com

E-mail: service@infotech.com

Payment Date

(DD/MM/YYYY)

30/04/2019

Invoice A/R Rep

John Eshemogie

HST Registration # 76937 1485

Subtotal

USD 4,800.00

Discount

0.00%

Total Price

USD 4,800,00

Tax

USD 0.00

Grand Total

USD 4,800.00



ONEIDA NATION PURCHASE ORDER Purchase Order:

PDM-36250-19-PO

EMAIL INVOICES TO:

CentralAccounting_Payables@oneidanation.org

Issue Date: 3/15/2019 Print Number: 001

Send Invoice to:

ONEIDA NATION

ATTN: ACCOUNTS PAYABLE

PO BOX 365

ONEIDA, WI 54155

Vendor:

INFO TECH RESEARCH GROUP

602 QUEENS AVE

LONDON ONTARIO, CAN N6B1Y8

Ship to:

MANAGEMENT INFO SYSTEMS 909 PACKERLAND DRIVE

GREEN BAY, WI 54303

HEADER NOTE: PER LEGAL REVIEW #2019-0219

- PO NUMBERS ARE REQUIRED ON ALL SHIPPING DOCUMENTS & INVOICES. EMAIL INVOICES TO: CentralAccounting_Payables@ oneidanation.org
- HAND WRITTEN OR ORAL ADDITIONS OR CHANGES TO THIS PURCHASE ORDER ARE NOT VALID.
- THIS PURCHASE ORDER IS ISSUED FOR PAYMENT TRACKING PURPOSES ONLY. REFER TO THE CONTRACT FOR TERMS AND CONDITIONS

Line	Item Code Vendor Item Number	Description	Ord Quantity		Unit Cost UoM	Extended Cost
1		Service Agreement with Info Tech Research Group	1.0000	@	49,700.000000	49,700.
		Need Date:			EA	

Tax

.00

Total 49,700.00

AUTHORIZED SIGNATURE

DATE

Acceptance is subject to the TERMS AND CONDITIONS STATED ON THE FACE AND REVERSE SIDE of this original which seller agrees shall constitute the final and complete agreement between Purchaser and Seller. Any modification or rescission of this agreement shall be ineffective unless in writing and signed by both Purchaser and Seller.

Victoria R. Sloan

Paul D. Merritt From:

Sent:

Chursday, March 14, 2019 9:31 AM

Vincent G. Cornelius; Victoria R. Sloan

Info-Tech Research Group Law Office Review; Our File No. 2019-0219

2019-0219 final approval-revised-158791.PDF

Attachments:

Subject:

T0:

Central Purchasing Approval Date: 3/14/2019

Reminder Note:

examples of items that are appropriate to save in the common directory: registration form, flyer, catalog, contract, bids and quotes, etc. Please include Legal documents will be saved to a common directory before they are moved into OnBase. This will provide everyone access to these materials. The following are Currently all backup information for your purchases is unavailable for viewing by approvers and other parties that need this information. The hard copy Review cover page.

o OnBase documents can be retrieved directly through logging into OnBase or through Application Enabler (double click on purchase order display screen). o Scan the documents and save them as a pdf. Save the document in the requisitions folder using the Requisition number as the naming convention. These instructions were previously communicated.

o The contract signature process must occur after the purchase order has been approved and sent by the Purchasing Department.

o Please include the Sam.gov search results for any order for more than \$25,000.

Paul Merritt

Oneida Nation Senior Buyer

Office: (920)496-7410

pmerritt@oneidanation.org

https://oneida-nsn.gov/

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO:

Vinnie Cornelius Victoria Sloan MIS-Management Information Systems

Use this number on future correspondence:

2019-0219

FROM: Jo Anne House, Chief Counsel

A

Digitally signed by Jo Anne House Date: 2019.03.13 14:58:10 -05'00'

DATE: March 13, 2019

RE: Info~Tech Research Group

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:

- ✓ I have reviewed the changes to this document; and, document is in appropriate legal form. *Execution is a management decision*.
- ✓ No Business Committee approval required as a result of the changes to the document.

February 25, 2019 - Legal Review

- ✓ The document is in appropriate legal form. (Execution is a management decision.)
- ✓ Requires Business Committee approval of a limited waiver of sovereign immunity prior to execution, pursuant to ¶ 13, governing law. 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?

NOTE: If the following language is added to section 13 of the Terms & Conditions no Business Committee approval is required.

"The Oneida Nation agrees to the use of the laws of the Province of Ontario, Canada for the purposes of interpretation of the contract. Provided that, nothing in this paragraph or this agreement shall result in a waiver of the Oneida Nation's sovereign immunity or agreement to the jurisdiction of any courts."

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,
 - If you need immediate review of a contract, call the Law Office at 869-4327 PRIOR to sending the contract.
 - 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.
 - You will receive an e-mail notification when the review of your contract is complete.
 - All contracts must be submitted with a completed and signed Conflict of Interest Disclosure Form.
 - 8. SUBMIT ALL FORMS IN .PDF FORMAT

Date:	2/22/2019	Telephone:	496-7360
Contact Person:	Tori Sloan for Dave Cluckey	Extension:	7360
Department:	MIS	Response Needed B	y: <u>3/8/2019</u>
Name of Contractor:	Info Tech Research Group		
Contract Start Date:	Start date of contract	Contract Total Amount	Total amount of contract
Contract End Date:	End date of contract		
Does this contract ha	ve an automatic renewal clause? (I	Yes or No)	Yes/No Number of
If yes, indicate the adv	ance notice (in days that must be give	n to terminate contract.	Days days
Special Instructions, if	any: Legal review for standar	rd terms of use	

Submit form as an e-mail attachment following these steps:

- Go to: File > Save & Send > Send Using E-Mail > Send as PDF (opens a new mail form in GroupWise) 1.
- Fill in the "To" field with "Oneida Law" 2.
- Attach Contract, completed and signed Conflict of Interest Disclosure Form and any other documentation 3. associated this contract.

INFO~TECH

Info-Tech Research Group – Standard Terms of Use

This document states the terms and conditions under which you may use this website and the Services, which are the property of Info-Tech Research Group Inc. ("Info-Tech"). Your use of this site and the Services constitutes acceptance of these terms and conditions.

1. General Use Restrictions

Info-Tech services, advice, materials, products, websites and network (collectively the "Services") are to be used for the User's (meaning a named individual user that uses the publicly available Services, or is authorized by Info-Tech in a service agreement to use the Services that require paid access) use and benefit only pursuant to the terms and limitations of the paid subscription and may not be disclosed, disseminated or distributed to any other party, except as Info-Tech otherwise agrees in writing. The User will not circumvent any encryption or otherwise gain access to Services for which the User has not been expressly granted the appropriate rights of access.

The User will not use the Services for or knowingly transmit to Info-Tech or upload to any Info-Tech site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation.

2. Copyright

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The Services are owned by and copyrighted by Info-Tech and other parties and may contain trademarks of Info-Tech or others. They are protected by Canadian, U.S. and international copyright and trademark laws and conventions.

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may not distribute these derivative works internally or externally for any commercial or resale purposes.

Info-Tech is proud of and believes in the value of the Services it provides to Users. Info-Tech also appreciates referrals that Users generate by forwarding articles, tools and templates downloaded from the Services to non-Users. Info-Tech encourages Users to forward copies of individual articles, tools, templates and blueprints contained in the Services to colleagues and others who may be interested Info-Tech's Services in order for the recipient to evaluate Info-Tech's Services ("Evaluation Copy"), provided all copyright, trademark and other notices are not altered or removed. For greater certainty, Users may forward Evaluation Copies of articles, tools, templates and blueprints contained in the Services to other non-User individuals both internal and external to the User's organization strictly for the purpose of the recipient's evaluation of Info-Tech's Services and not for any other purpose or use.

User acknowledges and agrees that he or she will forward Evaluation Copies to non-Users for the sole purpose of the recipient non-User's evaluation of Info-Tech's Services. Info-Tech reserves the right to review, at its sole discretion, User's account for forwarding activity, including but not limited to reviewing the quantity and description of any Evaluation Copies forwarded as well as the identification and contact information of the recipients of all Evaluation Copies. The User acknowledges that Info-Tech views Evaluation Copies as a referral system and understands that Info-Tech may attempt to contact the recipient non-User in order to assess his or her satisfaction with the Evaluation Copy and interest in Info-Tech's Services. User also acknowledges and agrees that Info-Tech reserves the right, at Info-Tech's sole discretion, to limit or disable User's ability to forward Evaluation Copies of articles, tools, templates and blueprints upon review of User's forwarding activities.

Any other reproduction or dissemination of the Services in any form or by any means is forbidden without Info-Tech's written permission, and without limiting the generality of the foregoing, the User will not:

- A. record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;
- B. use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- C. post any Service to any other online service (including bulletin boards or the Internet);
- D. sublicense, lease, sell, offer for sale or assign the Service; or
- E. use Info-Tech's name or any excerpts from the Services in the promotion of its products or services.

3. Users

Users must be authorized to use the Services by Info-Tech. Users must maintain and protect the confidentiality of any password(s), and are responsible to ensure that the passwords are effective. Users shall advise Info-Tech immediately if they discover that their password has been compromised, at the following number 1-888-670-8889.



4. User Submissions

Info-Tech's research services include the ability for clients to contribute content for publication on Info-Tech's websites. If your account is used to submit, post, or add content to Info-Tech's websites, (collectively, "User Submissions"), you agree to accept sole responsibility for those User Submissions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein.

When you provide any User Submission to us, you grant us, our affiliates, and our partners, a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish such User Submission, and subsequent versions thereof. You agree you will not attempt to enforce any so-called "moral rights" in your User Submission against us, our affiliates, and/or our partners. This license will apply to the distribution and the storage of your User Submission in any form, medium, or technology now known or later developed.

By using Info-Tech's research services, you agree that none of your User Submissions will:

- infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage Info-Tech or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by Info-Tech in its sole discretion;
- be illegal or otherwise objectionable;
- contain the personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because Info-Tech's Web sites are available to the public, we cannot guarantee that User Submissions on Info-Tech's Web sites will remain confidential.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Submissions, we reserve the right to pre-screen and/or monitor User Submissions. If we become aware of User Submissions that violate these Terms of Service or that we believe to be otherwise objectionable, we may reject or delete them, or take other action, without notice to you and in our sole discretion.

If you believe that any User Submissions appear to violate these Terms of Service, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please contact us.

You acknowledge, consent and agree that Info-Tech may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of Info-Tech, its users and the public.

5. Non-Disclosure of Confidential Information

In consideration of, and reliance upon, the covenants of Company and Info-Tech herein contained, the parties have or will disclose to each other certain information (hereinafter referred to as "Confidential Information"), including, without limitation, information concerning future or proposed products, financial performance and projections, customers, employees, contracts, strategic relationships, marketing plans and business plans and other information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"). Information which is disclosed orally shall not be considered Confidential Information unless (i) it is identified as Confidential Information prior to such disclosure, and (ii) it is memorialized in writing within fifteen (15) days following such disclosure by the Disclosing Party. Information which is disclosed visually or in tangible form (whether by document, electronic media or other form) shall not be considered Confidential Information unless it is clearly marked as Confidential Information, whether disclosed orally, visually or in tangible form (whether by document, electronic media or other form), shall not be considered Confidential Information if such information is actually non-confidential:

- It was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- It entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- It was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- —-It-was-developed-by-employees or agents of the Receiving Party-independently of and without reference to any Confidential Information.

Except as provided herein, "Confidential Information" shall include, without limitation, proprietary, technical, marketing, operating, performance, cost, business pricing policies, programs, inventions, discoveries, trade secrets, techniques, processes, source code, unlinked object modules, computer programming techniques, and all record bearing media containing or disclosing such information and techniques disclosed pursuant to this



Agreement. Information regarding current products shall be treated as non-"Confidential Information" unless marked "Confidential".

The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information and (i) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as this Agreement.

6. Term

Many of the Services are "subscription" services that have a fixed term, and must be renewed in writing at the end of the term for services to continue. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Info-Tech may terminate a User's access at any time if the User or the entity paying for the User's access violates the terms of use or subscription or any other agreement with Info-Tech. Any early termination by the User of any subscription based Service shall not entitle the User to refund.

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All Info-Tech Research Group web publication and/or subscription content is available upon first access, therefore, fees will not be refunded if a subscription is cancelled during the active term.

8. Changes

Info-Tech may change or discontinue any aspect of its Services at any time, including content or features. Info-Tech also reserves the right to change the terms and conditions applicable to use of the Services. Use of the Services after such changes shall be deemed to be acceptance by User of such changes. These terms were last revised on March 9, 2018.

9. Accuracy of Information and Warranty

The information contained in the Services has been obtained from sources believed to be reliable but Info-Tech does not warrant the completeness, timeliness or accuracy of any information contained in the Services. The Services are intended to: help identify business risks; provide insights based on industry research; and to help you focus on certain matters which may be affecting your business. Info-Tech does not provide legal, accounting or other professional advice, nor should any advice from Info-Tech be construed as such. We encourage you to seek professional advice whenever necessary.



Info-Tech expressly excludes and disclaims all express or implied conditions, representations and warranties including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose, to the extent allowable by law.

Although Info-Tech takes reasonable steps to screen Services for infection by viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties before making the Services available, Info-Tech cannot guarantee that any Service will be free of infection.

User assumes sole responsibility for the selection of the Services to achieve its intended results. The opinions expressed in the Services are subject to change without notice.

Info-Tech does not endorse third party products or services. Info-Tech assesses and analyzes the effectiveness and appropriateness of information technology in the context of a general business environment only unless specifically hired by a User to assess in the context of their own environment.

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In no event is Info-Tech liable for any direct, special, indirect, consequential, incidental, punitive or other damages however caused, whether in contract, tort, negligence, strict liability, operation of law or otherwise, (including without limitation damages for lost profits, business interruption or loss arising out of the use of or inability to use the Services, or any information provided in the Services, or claims attributable to errors, omissions or other inaccuracies in the Service or interpretations thereof), even if Info-Tech has been advised of the possibility of such damages. Info-Tech's total liability shall in no event exceed the amount paid by the User for the Service in question.

The User acknowledges that Info-Tech has set its prices and sold the Services to it in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties. They shall apply even if the contract between the User and Info-Tech is found to have failed in its fundamental or essential purpose or has been fundamentally breached.

11. Links to Third-Party Sites

Any third party sites that are linked to the Services are not under Info-Tech's control. Info-Tech is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. Info-Tech provides links as a convenience only and such links do not imply any endorsement by Info-Tech of those sites.

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The Services are not intended to be used for the purpose of, or as a basis for, making investment decisions or recommendations with respect to securities of any company or industry and Info-Tech assumes no liability for decisions made, in whole or in part, on the basis of any information contained in the Services.

13. Governing Law

This site and agreement is governed by the laws of the Province of Ontario, Canada, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against Info-Tech shall take place in the courts of the Province of Ontario. The parties attorn to the non-exclusive jurisdiction of the courts of Ontario.

14. Entire Agreement

These standard terms of use, together with any service agreements and statements of work, signed by the parties contains the complete and exclusive statement of agreement between the parties and supersedes all purchase order terms and conditions, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. These terms and conditions may not be modified except via written agreement signed by both parties.

15. Privacy

A User's right to privacy is of paramount importance to Info-Tech. See our <u>Privacy Policy</u> for more detail. The identity of our research clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

16. Contact Information

Attn: General Counsel

Legal@infotech.com

Toll-free: 1-888-670-8889

International: +1-519-432-3550

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be of Indians

Quantity Yearly Price Up to 10 Named Users 1 Executive Counselor Seat -Unlimited Web & Advisory Access 8 Team Seats -Unlimited Web Access For a full list of included features, see InfoTech Services Outline on following pages Research Center Yearly Price Yearly Price

ments do not include travel and expenses, which will listed. Workshops purchased as part of membership tithe end of the membership period covered by the outside membership expire without refund or credit 1-with your member services representative to select & ation.

ur company is tax exempt, please provide a valid tax signed proposal. Terms of Use are available at: ection 13 (Governing Law) is amended as follows:

the contrary in this contract and the Terms & ntract shall be considered a waiver of the Tribe's agrees only to the application of the laws of the ng the contract."

se terms of use and any purchase order terms and hall prevail. By signing this Service Agreement, you rerein annually for the term indicated above by the to an annual increase in the fee of 5%.

y date of March 15th, 2019.

nology Research Center

Agreement to Info-Tech by DocuSign, email [Your lease include PO if required.

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this service agreement and in accordance with the terms of use.

Select Membership Term

TWO-YEAR TERM	THREE-YEAR TERM
ease check box if tax exel ease provide Tax Exempt Certi	·
Name	
Title	
Signature	
FD 4	

CONTRACT / PURCHASE APPROVAL REQUEST

Contacts

Date	6/10/19	Requested Review Date	6/17/19
Requestor's Name	Paul Witek Fawn Cottrell	Requestor's Phone #	869-4567
Business Unit Name	Engineering	Area Director	Troy Parr
Business Unit Number	113985	Executive Representative	James Petitjean

<u>Description of Contract</u> (Include a summary of the contract as well as benefits associated from the contract)

Project CIP #15-003 NHC Remodeling - Mission Support Services Contract Change Order #1. Work required due to site conditions not known at time of design.

Terms of the Contract

Supplier Name	Mission (MS2)	Support	Services	Vendor Number	144148		
Item(s) Purchased				Budgeted Purchase	YES		
Total Commitment	Change	Order 1 -	\$ 7,157.00	Trade-in / Book Value			
Shipping Costs				Legal Review Number	2018-139	96	
Contract Start Date	12/14/18	8		Contract End Date	7/26/19		
Auto-renewal clause			NO	If Yes, Notice Period			
CAP EX Approval	YES	NO	DATE	State License Current (Gaming Specific)	YES	NO	N/A
CAP EX Line Item				Account Number			

<u>Competitive Bid/Sole Source Justification</u> (Include a summary of the selection criteria if other than price)

	Supplier Name	Bid Amount	Indian Preference	Sole Source
Bidder #1				
Bidder #2				
Bidder #3				
Summary of	f selection criteria or sole source justification:	Original contract	t approved by FC 11/19	/18, due to

Approval / Review Dates		
Legal Review	Pending	
Purchasing Review	Pending	
Gaming Commission Review		
Cap-Ex Committee Approval		
Finance Committee Approval		

^{*}For requests to the FC please refer to the FC FY12 scheduled meeting dates for submission deadlines.



Change Order

PROJECT: (Name and address) Norbert Hill Window Replacement Part 2 and HVAC Upgrade (#15-003) N7210 Seminary Road

Oneida, WI 54155

OWNER: (Name and address)
Oneida Nation

P.O. Box 365 Oneida, WI 54155 CONTRACT INFORMATION: Contract For: General Construction

Date: November 19, 2018

ARCHITECT: (Name and address)
Dimension IV, A Division of Idea House,

124 S. Broadway Green Bay, WI 54303 CONTRACTOR: (Name and address)
Mission Support Services LLC (MS2)

CHANGE ORDER INFORMATION:

Change Order Number: #1

Date: April 12, 2019

1033 N. Mayfair Road, Suite 200 Milwaukee, WI 53226

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

MS2 - Change Request #1 - Ceilings and Condensates - Revised dated April 9, 2019 (Attached to this Change Order)

 1. Room N02, N06, N22, N23, N24 and N25 Condensate Drains
 \$4,312.00

 2. Room N22, N23, N24 and N25 Ceilings
 \$1,300.00

 3. Room N21 Ceiling
 \$325.00

 4. Room N02 and N06
 \$910.00

 5. Stair 15 - Piping Cover
 \$310.00

TOTAL \$7,157.00

\$

\$

\$

0.00

663,510.00

670,667.00

7,157.00

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days. The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Dimension IV, A Division of Idea House,	Mission Support Services LLC (MS2)	Oneida Nation	
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)	
SIGNATURE STATE	SIGNATURE	SIGNATURE	
Daniel J. Roarty, Owner/Principal	Francine Skenandore, J.D., Contracts Manager	Wayne Metoxen, Project Manager	
PRINTED NAME AND TITLE 5 · 1(a · 19	PRINTED NAME AND TITLE 5/13/2-019	PRINTED NAME AND TITLE	
DATE	DATE	DATE	

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User Notes:



2555 Packerland Drive Green Bay, WI 54313 920-884-3959

April 9, 2019

CHANGE REQUEST

Oneida Nation Attention: Wayne Metoxen PO Box 365 Oneida, WI 54155

Re:

Norbert Hill Window Replacement and HVAC upgrades

Project #15-003

Change request #1 - Ceilings and Condensates - Revised

Dear Mr. Metoxen,

Per your request, we have completed pricing to modify ceilings to allow the mechanical condensates to exit the building with the existing conditions. Please review the breakdown below and let us know how you would like to proceed.

- 1. Room N02, N06, N22, N23, N24 and N25 Condensate Drains
 - a. Existing conditions do not allow the new condensate drains to gravity flow to an exterior wall per the drawings. This cost is to allow condensates to gravity drain and then run down the exterior wall with a bent metal cover to match the ones on the back side of the building.).

HVAC	Add	\$3,975
Fee	Add	\$337
Total Change to Contract:	bbA	\$4,312

- 2. Room N22, N23, N24 and N25 Ceilings
 - a. Lower the existing ceilings to allow the cassettes to be flush in the ceiling grid and to allow condensate drains to flow to the exterior wall. This price does not include lowering the lights, we are under the impression that the lighting is being replaced by DPW and this would be completed by them.

Carpenter 16 @ \$75	Add	\$1,200
Misc. Materials	Add	\$100
Total Change to Contract:	Add	\$1,300

- 3. Room N21
 - a. Lower the ceilings to allow the cassettes to be flush in the ceiling grid. Or add metal shroud around cassette and leave ceiling as is. Condensate drain can flow without lower ceiling. This price does not include lowering the lights, we are under the impression that the lighting is being replaced by DPW and this would be completed by them.

Carpenter 4 hr @ \$75	Add	\$300
Misc. Materials	Add	\$25
Total Change to Contract:	Add	\$325

4. Room N02 and N06

a. Existing ceilings are drywall directly applied to deck above or drywall applied to 1" furring to deck below. All existing mechanicals are surface mounted to ceilings. This is an option to add acoustical ceiling grid and tiles to these two rooms. This assumes that the required electrical modifications are completed by Oneida DPW during their electrical upgrades. If you do not add the ceilings it is recommend by TGHS to add shrouds to these two cassettes.

Carpenter 7 hr @ \$75	Add	\$525
Materials	Add	<u>\$385</u>
Total Change to Contract:	Add	\$910

5. Stair 15 - Piping cover

a. Due to the existing conditions there would be exposed HVAC piping in Stair 15 going from the upper floor to the main floor. We are proposing to provide a metal channel cover painted to match and hide the crossing lines at the location.

Total Change to Contract:	Add	\$310
Fee	Add	\$25
HVAC	Add	\$285

Note: - All prices do not include increasing bond. If that is required, please advise and we will provide pricing.

Thank you,

Sara Bushie Senior Project Manager Mission Support Services, LLC (MS2)

FC Mtg Agda - 6/17/19 NB Req #3<mark>242 of 452</mark>

CONTRACT / PURCHASE APPROVAL REQUEST

Contacts

Date	6/11/19	Requested Review Date	6/17/19
Requestor's Name	Tori Sloan	Requestor's Phone #	496-7360
Business Unit Name	MIS	Area Director	Dave Cluckey
Business Unit Number	5110930	General Manager	CONTRACTOR OF THE CONTRACTOR O

<u>Descri</u>	otion of	<u>Contract</u>	(Include	a summary	of	the con	tract a	as well	as	benefits	associated	from	the c	ontrac	t)

Resources for MIS, tools, templates, benchmarking etc.	
	SALES
	No.
	H

Terms of the Contract

Supplier Name	Info Tec	ch	Marie - 1948 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944 - 1944	Vendor Number	145594	
Item(s) Purchased	Resourc	e Tools	A STATE OF THE STA	Budgeted Purchase	YES	parameter and an extension of the second
Total Commitment	\$54,500	.00		Trade-in/Book Value		
Shipping Costs				Legal Review #	2019-0219	
Contract Start Date	3/22/19	<u> </u>		Contract End Date	3/22/20	
Verified Suspension/Del	parment Sta	tus www	.sam.gov	[YES		
CAP EX Approval	YES	NO	DATE	State License Current (Gaming Specific)		N/A
CAP EX Line Item	:		7000 (Care 100 (Account Number	5110930-000-	702100

Competitive Bid/Sole Source Justification (Include a summary of the selection criteria if other than price)

	Supplier Name	Bid Amount	Indian Preference	Sole Source
Bidder #1		:		
Bidder #2				
Bidder #3			:	
~	1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4			

Summary of selection criteria or sole source justification:

Approval / Review Dates					
Legal Review					
Purchasing Review					
Gaming Commission Review					
Finance Committee Approval					
Cap-Ex Committee Approval					

INFO~TECH

Recid of OK TO Pay

Bill To Account

Oneida Nation

Contact Name

Dave Cluckey

Bill To

Accounts Payable

PO Box 365

Onelda Wisconsin 54155

United States

DD/MM/YYYY

Invoice Date

22/03/2019

Purchase Order

Number

PDM-36250-19-PO

Document Type

Invoice

Invoice Number

198975

Remit To:

Company Name

Info-Tech Research Group Inc.

Address (Remit To): 3960 Howard Hughes Parkway, Suite 500

Las Vegas, NV, 89169

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Executive	Fri Mar 22 2019 to Sun Mar 22 2020 Executive Seat providing Premium coverage to team, two in-person advisory sessions per year, dedicated counselor; 8 Premium Team Seats with Unlimited Web Access.	USD 49,700.00	1	USD 0.00	USD 49,700.00

Banking Information for ACH / EFT

Bank Name: TD New York

Checking Account Number: 3248158940

Routing/ABA Number: 026013673

Payment Date (DD/MM/YYYY) 22/03/2019

Contact Information Voice: 1-888-670-8889

Fax: 1-702-446-3782 Web: www.infotech.com

E-mail: service@infotech.com

Invoice A/R Rep

John Eshemogie

HST Registration # 76937 1485

Subtotal

USD 49,700.00

Discount

0.00%

Total Price

USD 49,700.00

Tax

USD 0.00

Grand Total

USD 49,700.00

INFO~TECH

Bill To Account

Oneida Nation

Contact Name

Dave Cluckey

Bill To

Accounts Payable

PO Box 365

Oneida Wisconsin 54155

United States

Document Type

Invoice

Invoice Date

DD/MM/YYYY

30/04/2019

Invoice Number

199562

Remit To:

Company Name

Info-Tech Research Group Inc.

Address (Remit To): 3960 Howard Hughes Parkway, Suite 500

Las Vegas, NV, 89169

Product Name	Product Description	Line Item Description	Sales Price	Quantily	Discount Amount	
Combined Gaming and Native American Technology Premium Team Seat	Full web research access including Gaming and Hospitality, Native American Technology Research Centre, and Premium	Fri Mar 22 2019 to Sun Mar 22 2020	USD 2,400.00	2.00	USD 0.00	USD 4,800.00

Banking Information for ACH / EFT

Bank Name: TD New York

Checking Account Number: 3248158940

Routing/ABA Number: 026013673

Contact Information Voice: 1-888-670-8889

Fax: 1-702-446-3782

Web: www.infotech.com

E-mail: service@infotech.com

Payment Date

30/04/2019

(DD/MM/YYYY)

Invoice A/R Rep John Eshemogie

HST Registration # 76937 1485

Subtotal

USD 4,800.00

Discount

0.00%

Total Price

USD 4,800,00

Tax

USD 0.00

Grand Total

USD 4,800.00



ONEIDA NATION PURCHASE ORDER Purchase Order:

PDM-36250-19-PO

EMAIL INVOICES TO:

CentralAccounting_Payables@oneidanation.org

Issue Date: 3/15/2019 Print Number: 001

Send Invoice to:

ONEIDA NATION

ATTN: ACCOUNTS PAYABLE

PO BOX 365

ONEIDA, WI 54155

Confirmed to:

Vendor:

N

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INFO TECH RESEARCH GROUP

602 QUEENS AVE

LONDON ONTARIO, CAN N6B1Y8

Ship to:

MANAGEMENT INFO SYSTEMS 909 PACKERLAND DRIVE GREEN BAY, WI 54303

HEADER NOTE: PER LEGAL REVIEW #2019-0219

- PO NUMBERS ARE REQUIRED ON ALL SHIPPING DOCUMENTS & INVOICES. EMAIL INVOICES TO: CentralAccounting_Payables@ oneidanation.org
- HAND WRITTEN OR ORAL ADDITIONS OR CHANGES TO THIS PURCHASE ORDER ARE NOT VALID.
- THIS PURCHASE ORDER IS ISSUED FOR PAYMENT TRACKING PURPOSES ONLY. REFER TO THE CONTRACT FOR TERMS AND CONDITIONS

Line	Item Code Vendor Item Number	Description	Ord Quantity		Unit Cost UoM	Extended Cost
1		Service Agreement with Info Tech Research Group	1.0000	@	49,700.000000	49,700.
		Need Date:			EA	

Tax

.00

Total

49,700.00

Acceptance is subject to the TERMS AND CONDITIONS STATED ON THE FACE AND REVERSE SIDE of this original which seller agrees shall constitute the final and complete agreement between Purchaser and Seller. Any modification or rescission of this agreement shall be ineffective unless in writing and signed by both Purchaser and Seller.

VENDOR COPY

AUTHORIZED SIGNATURE

DATE

Victoria R. Sloan

Paul D. Merritt From:

Sent:

Subject:

To:

Attachments:

Chursday, March 14, 2019 9:31 AM

Vincent G. Cornelius; Victoria R. Sloan

Info-Tech Research Group Law Office Review; Our File No. 2019-0219

2019-0219 final approval-revised-158791.PDF

Central Purchasing Approval Date: 3/14/2019

Reminder Note:

examples of items that are appropriate to save in the common directory: registration form, flyer, catalog, contract, bids and quotes, etc. Please include Legal documents will be saved to a common directory before they are moved into OnBase. This will provide everyone access to these materials. The following are Currently all backup information for your purchases is unavailable for viewing by approvers and other parties that need this information. The hard copy Review cover page.

o OnBase documents can be retrieved directly through logging into OnBase or through Application Enabler (double click on purchase order display screen). o Scan the documents and save them as a pdf. Save the document in the requisitions folder using the Requisition number as the naming convention. These instructions were previously communicated.

o The contract signature process must occur after the purchase order has been approved and sent by the Purchasing Department.

o Please include the Sam.gov search results for any order for more than \$25,000.

Paul Merritt

Oneida Nation Senior Buyer

Office: (920)496-7410

pmerritt@oneidanation.org

https://oneida-nsn.gov/

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO:

Vinnie Cornelius Victoria Sloan MIS-Management Information Systems

Use this number on future correspondence:

2019-0219

FROM: Jo Anne House, Chief Counsel

A

Digitally signed by Jo Anne House Date: 2019.03.13 14:58:10 -05'00'

DATE: March 13, 2019

RE: Info~Tech Research Group

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:

- ✓ I have reviewed the changes to this document; and, document is in appropriate legal form. *Execution is a management decision*.
- ✓ No Business Committee approval required as a result of the changes to the document.

February 25, 2019 - Legal Review

- ✓ The document is in appropriate legal form. (Execution is a management decision.)
- ✓ Requires Business Committee approval of a limited waiver of sovereign immunity prior to execution, pursuant to ¶ 13, governing law. 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?

NOTE: If the following language is added to section 13 of the Terms & Conditions no Business Committee approval is required.

"The Oneida Nation agrees to the use of the laws of the Province of Ontario, Canada for the purposes of interpretation of the contract. Provided that, nothing in this paragraph or this agreement shall result in a waiver of the Oneida Nation's sovereign immunity or agreement to the jurisdiction of any courts."

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,
 - If you need immediate review of a contract, call the Law Office at 869-4327 PRIOR to sending the contract.
 - 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.
 - You will receive an e-mail notification when the review of your contract is complete.
 - All contracts must be submitted with a completed and signed Conflict of Interest Disclosure Form.
 - 8. SUBMIT ALL FORMS IN .PDF FORMAT

Date:	2/22/2019	Telephone:	496-7360
Contact Person:	Tori Sloan for Dave Cluckey	Extension:	7360
Department:	MIS	Response Needed By	y: <u>3/8/2019</u>
Name of Contractor:	Info Tech Research Group		
Contract Start Date:	Start date of contract	Contract Total Amount	Total amount of contract
Contract End Date:	End date of contract		
	ve an automatic renewal clause? (Y	_	Yes/No Number of
If yes, indicate the adv	nnce notice (in days that must be giver	n to terminate contract.	Days days.
Special Instructions, if	any: Legal review for standar	d terms of use	

Submit form as an e-mail attachment following these steps:

- Go to: File > Save & Send > Send Using E-Mail > Send as PDF (opens a new mail form in GroupWise) 1.
- Fill in the "To" field with "Oneida Law" 2.
- Attach Contract, completed and signed Conflict of Interest Disclosure Form and any other documentation 3. associated this contract.

INFO~TECH

Info-Tech Research Group - Standard Terms of Use

This document states the terms and conditions under which you may use this website and the Services, which are the property of Info-Tech Research Group Inc. ("Info-Tech"). Your use of this site and the Services constitutes acceptance of these terms and conditions.

1. General Use Restrictions

Info-Tech services, advice, materials, products, websites and network (collectively the "Services") are to be used for the User's (meaning a named individual user that uses the publicly available Services, or is authorized by Info-Tech in a service agreement to use the Services that require paid access) use and benefit only pursuant to the terms and limitations of the paid subscription and may not be disclosed, disseminated or distributed to any other party, except as Info-Tech otherwise agrees in writing. The User will not circumvent any encryption or otherwise gain access to Services for which the User has not been expressly granted the appropriate rights of access.

The User will not use the Services for or knowingly transmit to Info-Tech or upload to any Info-Tech site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation.

2. Copyright

The Services are © Info-Tech Research Group Inc. All rights reserved.

The Services are owned by and copyrighted by Info-Tech and other parties and may contain trademarks of Info-Tech or others. They are protected by Canadian, U.S. and international copyright and trademark laws and conventions.

User may use the Services solely for his or her own information purposes pursuant to the terms and limitations of the paid subscription. The User may download any of the Service's tools or templates for his or her individual use, but may not distribute any articles, tools, templates or blueprints internally, subject to the exceptions below. The User may create derivative works from the Service's tools or templates and distribute these for internal use but



may not distribute these derivative works internally or externally for any commercial or resale purposes.

Info-Tech is proud of and believes in the value of the Services it provides to Users. Info-Tech also appreciates referrals that Users generate by forwarding articles, tools and templates downloaded from the Services to non-Users. Info-Tech encourages Users to forward copies of individual articles, tools, templates and blueprints contained in the Services to colleagues and others who may be interested Info-Tech's Services in order for the recipient to evaluate Info-Tech's Services ("Evaluation Copy"), provided all copyright, trademark and other notices are not altered or removed. For greater certainty, Users may forward Evaluation Copies of articles, tools, templates and blueprints contained in the Services to other non-User individuals both internal and external to the User's organization strictly for the purpose of the recipient's evaluation of Info-Tech's Services and not for any other purpose or use.

User acknowledges and agrees that he or she will forward Evaluation Copies to non-Users for the sole purpose of the recipient non-User's evaluation of Info-Tech's Services. Info-Tech reserves the right to review, at its sole discretion, User's account for forwarding activity, including but not limited to reviewing the quantity and description of any Evaluation Copies forwarded as well as the identification and contact information of the recipients of all Evaluation Copies. The User acknowledges that Info-Tech views Evaluation Copies as a referral system and understands that Info-Tech may attempt to contact the recipient non-User in order to assess his or her satisfaction with the Evaluation Copy and interest in Info-Tech's Services. User also acknowledges and agrees that Info-Tech reserves the right, at Info-Tech's sole discretion, to limit or disable User's ability to forward Evaluation Copies of articles, tools, templates and blueprints upon review of User's forwarding activities.

Any other reproduction or dissemination of the Services in any form or by any means is forbidden without Info-Tech's written permission, and without limiting the generality of the foregoing, the User will not:

- A. record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;
- B. use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- C. post any Service to any other online service (including bulletin boards or the Internet);
- D. sublicense, lease, sell, offer for sale or assign the Service; or
- E. use Info-Tech's name or any excerpts from the Services in the promotion of its products or services.

3. Users

Users must be authorized to use the Services by Info-Tech. Users must maintain and protect the confidentiality of any password(s), and are responsible to ensure that the passwords are effective. Users shall advise Info-Tech immediately if they discover that their password has been compromised, at the following number 1-888-670-8889.



4. User Submissions

Info-Tech's research services include the ability for clients to contribute content for publication on Info-Tech's websites. If your account is used to submit, post, or add content to Info-Tech's websites, (collectively, "User Submissions"), you agree to accept sole responsibility for those User Submissions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein.

When you provide any User Submission to us, you grant us, our affiliates, and our partners, a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish such User Submission, and subsequent versions thereof. You agree you will not attempt to enforce any so-called "moral rights" in your User Submission against us, our affiliates, and/or our partners. This license will apply to the distribution and the storage of your User Submission in any form, medium, or technology now known or later developed.

By using Info-Tech's research services, you agree that none of your User Submissions will:

- infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage Info-Tech or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by Info-Tech in its sole discretion;
- be illegal or otherwise objectionable;
- contain the personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because Info-Tech's Web sites are available to the public, we cannot guarantee that User Submissions on Info-Tech's Web sites will remain confidential.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Submissions, we reserve the right to pre-screen and/or monitor User Submissions. If we become aware of User Submissions that violate these Terms of Service or that we believe to be otherwise objectionable, we may reject or delete them, or take other action, without notice to you and in our sole discretion.

If you believe that any User Submissions appear to violate these Terms of Service, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please contact us.

You acknowledge, consent and agree that Info-Tech may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of Info-Tech, its users and the public.

5. Non-Disclosure of Confidential Information

In consideration of, and reliance upon, the covenants of Company and Info-Tech herein contained, the parties have or will disclose to each other certain information (hereinafter referred to as "Confidential Information"), including, without limitation, information concerning future or proposed products, financial performance and projections, customers, employees, contracts, strategic relationships, marketing plans and business plans and other information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"). Information which is disclosed orally shall not be considered Confidential Information unless (i) it is identified as Confidential Information prior to such disclosure, and (ii) it is memorialized in writing within fifteen (15) days following such disclosure by the Disclosing Party. Information which is disclosed visually or in tangible form (whether by document, electronic media or other form) shall not be considered Confidential Information unless it is clearly marked as Confidential Information, whether disclosed orally, visually or in tangible form (whether by document, electronic media or other form), shall not be considered Confidential Information if such information is actually non-confidential:

- It was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- It entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- It was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- —-It-was-developed-by-employees or agents of the Receiving Party-independently of and without reference to any Confidential Information.

Except as provided herein, "Confidential Information" shall include, without limitation, proprietary, technical, marketing, operating, performance, cost, business pricing policies, programs, inventions, discoveries, trade secrets, techniques, processes, source code, unlinked object modules, computer programming techniques, and all record bearing media containing or disclosing such information and techniques disclosed pursuant to this



Practical Research that Drives Measurable Results

Agreement. Information regarding current products shall be treated as non-"Confidential Information" unless marked "Confidential".

The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information and (i) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as this Agreement.

6. Term

Many of the Services are "subscription" services that have a fixed term, and must be renewed in writing at the end of the term for services to continue. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Info-Tech may terminate a User's access at any time if the User or the entity paying for the User's access violates the terms of use or subscription or any other agreement with Info-Tech. Any early termination by the User of any subscription based Service shall not entitle the User to refund.

7. Cancellation

All Info-Tech Research Group web publication and/or subscription content is available upon first access, therefore, fees will not be refunded if a subscription is cancelled during the active term.

8. Changes

Info-Tech may change or discontinue any aspect of its Services at any time, including content or features. Info-Tech also reserves the right to change the terms and conditions applicable to use of the Services. Use of the Services after such changes shall be deemed to be acceptance by User of such changes. These terms were last revised on March 9, 2018.

9. Accuracy of Information and Warranty

The information contained in the Services has been obtained from sources believed to be reliable but Info-Tech does not warrant the completeness, timeliness or accuracy of any information contained in the Services. The Services are intended to: help identify business risks; provide insights based on industry research; and to help you focus on certain matters which may be affecting your business. Info-Tech does not provide legal, accounting or other professional advice, nor should any advice from Info-Tech be construed as such. We encourage you to seek professional advice whenever necessary.



Practical Research that Drives Measurable Results

Info-Tech expressly excludes and disclaims all express or implied conditions, representations and warranties including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose, to the extent allowable by law.

Although Info-Tech takes reasonable steps to screen Services for infection by viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties before making the Services available, Info-Tech cannot guarantee that any Service will be free of infection.

User assumes sole responsibility for the selection of the Services to achieve its intended results. The opinions expressed in the Services are subject to change without notice.

Info-Tech does not endorse third party products or services. Info-Tech assesses and analyzes the effectiveness and appropriateness of information technology in the context of a general business environment only unless specifically hired by a User to assess in the context of their own environment.

10. Limitation of Liability

In no event is Info-Tech liable for any direct, special, indirect, consequential, incidental, punitive or other damages however caused, whether in contract, tort, negligence, strict liability, operation of law or otherwise, (including without limitation damages for lost profits, business interruption or loss arising out of the use of or inability to use the Services, or any information provided in the Services, or claims attributable to errors, omissions or other inaccuracies in the Service or interpretations thereof), even if Info-Tech has been advised of the possibility of such damages. Info-Tech's total liability shall in no event exceed the amount paid by the User for the Service in question.

The User acknowledges that Info-Tech has set its prices and sold the Services to it in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties. They shall apply even if the contract between the User and Info-Tech is found to have failed in its fundamental or essential purpose or has been fundamentally breached.

11. Links to Third-Party Sites

Any third party sites that are linked to the Services are not under Info-Tech's control. Info-Tech is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. Info-Tech provides links as a convenience only and such links do not imply any endorsement by Info-Tech of those sites.

Practical Research that Drives Measurable Results

12. Investment Advice

The Services are not intended to be used for the purpose of, or as a basis for, making investment decisions or recommendations with respect to securities of any company or industry and Info-Tech assumes no liability for decisions made, in whole or in part, on the basis of any information contained in the Services.

13. Governing Law

This site and agreement is governed by the laws of the Province of Ontario, Canada, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against Info-Tech shall take place in the courts of the Province of Ontario. The parties attorn to the non-exclusive jurisdiction of the courts of Ontario.

14. Entire Agreement

These standard terms of use, together with any service agreements and statements of work, signed by the parties contains the complete and exclusive statement of agreement between the parties and supersedes all purchase order terms and conditions, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. These terms and conditions may not be modified except via written agreement signed by both parties.

15. Privacy

A User's right to privacy is of paramount importance to Info-Tech. See our <u>Privacy Policy</u> for more detail. The identity of our research clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

16. Contact Information

Attn: General Counsel

Legal@infotech.com

Toll-free: 1-888-670-8889

International: +1-519-432-3550

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be of Indians

Quantity Yearly Price or Seat Up to 10 Named Users 1 Executive Counselor Seat -Unlimited Web & Advisory Access 8 Team Seats -Unlimited Web Access For a full list of included features, see InfoTech Services Outline on following pages Research Center

ments do not include travel and expenses, which will listed. Workshops purchased as part of membership tithe end of the membership period covered by the outside membership expire without refund or credit 1-with your member services representative to select & ation.

ur company is tax exempt, please provide a valid tax signed proposal. Terms of Use are available at: ection 13 (Governing Law) is amended as follows:

the contrary in this contract and the Terms & ntract shall be considered a waiver of the Tribe's agrees only to the application of the laws of the ng the contract."

se terms of use and any purchase order terms and hall prevail. By signing this Service Agreement, you erein annually for the term indicated above by the to an annual increase in the fee of 5%.

y date of March 15th, 2019.

nology Research Center

Agreement to Info-Tech by DocuSign, email [Your lease include PO if required.

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this service agreement and in accordance with the terms of use.

Select Membership Term

TWO-YEAR TERM THREE-YEAR TERM					
Please check box if tax exempt: (Please provide Tax Exempt Certificate)					
Name					
Title					
Signature					
Date					

CONTRACT / PURCHASE APPROVAL REQUEST

Contacts

Date	6/12/19	Requested Review Date	Jun 17,2019
Requestor's Name	Jon Habeck	Requestor's Phone #	869-4560
Business Unit Name	GLRI State Farm	Area Director Eco-Services	Sylvia Cornelius
Business Unit Number	5231857	General Manager EHSTL DVISION	Patrick Pelky
		Director	

<u>Description of Contract</u> (Include a summary of the contract as well as benefits associated from the contract)

This contract is to complete installation of a ground livestock watering system at the state Farm Property.

Terms of the Contract

Supplier Name	MeH	z I	dustrie	Vendor Number	144	745	
Item(s) Purchased			Service	Budgeted Purchase	YES		NO
Total Commitment		#67, 088,00		Trade-in/Book Value	None		
Shipping Costs	Nor			Legal Review #	2019.	0610	
Contract Start Date	June	15,2	019	Contract End Date	Sept.	30,20,	19
Verified Suspension/Debarment Status www.sam.gov		[YES		[NO			
CAP EX Approval	YES	NO	DATE	State License Current (Gaming Specific)	YES	NO	N/A
CAP EX Line Item				Account Number			

<u>Competitive Bid/Sole Source Justification</u> (Include a summary of the selection criteria if other than price)

	Supplier Name	Bid Amount	Indian Preference	Sole Source
Bidder #1	Meltz Industries	67,088,00		×
Bidder #2				
Bidder #3	The state of the s	Procession and Administrative Conference on the Conference of the Conference on the Conference of the Conference on the		
not to	selection criteria or sole source justification: plete this project, including put in a bid. All bidders e surc IFB was received and back. Bid was Dithin Co.	were Con understood.	stacted Multi Only one bid	PR FIMES

Approval / Review Dates					
Legal Review	\$6/5/19				
Purchasing Review	6/5/19				
Gaming Commission Review	1				
Finance Committee Approval					
Cap-Ex Committee Approval					

PO /REQUISITION INFORMATION FORM

VENDOR: Meltz Industries LLC

NOTES (are to be included in the Header page):

Justification (assist approvers why purchasing item, general rule to answer WHO, WHAT, WHEN, WHERE, and HOW)	Meltz Industries LLC. will be installing a 41761 feet of livestock pipeline on the former State Farm as part of the grazing project.
Budgeted or Unbudgeted	Budgeted
3 bid/GSA – Quotes or GSA contract #	See returned bids
Sole Source (Explain WHY the 3 bid was not used)	See Justification
Start Date & End Date (if it's a contract)	June 15, 2019-September 30, 2019
Business Unit Name	GLRI State Farm

DETAIL PAGE INFORMATION:

Item Description (Specific description of what purchasing)	Installation of livestock pipeline including all splices and couplers every 400 feet
Name & Title of Person Requesting PO or Contract	Jon Habeck
Quantity	41761 ft
Cost per unit	\$1.61/ft
Total Cost	\$67,088.00
PO Date Needed (MMDDYYYY)	June 15, 2019

NOTE: If more space is needed for the items, please use the back of this page.

OFFICE STAFF TO FILL OUT:

Vendor ID	144945
Business Unit Number	5231857
Deliver to	Brenda Skenandore

IOO - **SEXELBER** 34466-19-RA

6/5/19

Environmental, Health, Safety & Land Division



Sole Source Contractor Justification

June 3, 2019

Project Name: State Farm Grazing Project

Project Description: To complete installation of on ground livestock watering system at the

State Farm property

Land Owner: Oneida Nation of Wisconsin

Contractor: Meltz Industries LLC

Funding Sources: NRCS EQIP Program

BIA-GLRI State Farm Grant

Four contractors were contacted to complete this project including Oneida Plumbing, whom elected not to put in a bld. All bidders were contacted multiple times to make sure IFB was received and understood. Only one bid was received back. Bid was within cost estimates of the project.

Funding for this project will be 100% externally funded though the NRCS EQIP program and Oneida State Farm BIA_GLRI grant.

Meltz Industries LLC

May 30, 2019

Oneida Environmental, Health & Safety Division Little Bear Development Office Attention: Brenda Skenandore N7332 Water Circle Place P O Box 365 Oneida, WI 54155

RE: BID Livestock Pipeline (516) Watering Facility (614)

Description	Unit	Quantity	Price	Total
1.25 PE Pipe ASTM D2239 160psi	LF	8,390	\$1.65	\$13,843.50
1.0" PE Pipe ASTM D2239 160psi	LF.	33,371	\$1.40	\$46,719.40
- Portable-50 Gallon Water Tanks -	-EA	-3	\$1000	\$3000,00
1x1x1 Tee, Plasson Valve Combo	EA	145	\$45.00	\$6,525.00
		Total Bid	9	570.087.90

Scope of work

Install waterlines and valve combinations per plan above ground.

67,087.98

- *Prior to beginning the project, Meltz Industries LLC requires the preparation of the waterline route to be mowed to less to than 10 inches tall by 8 feet wide.
- *Excludes all restoration of any kind, including but not limited to damage of vegetation, trees, pathways, or pavement from excavation/equipment. At the completion of this phase a separate bid will be provided, upon request, for any landscaping desired.
- * No warranties are expressed or implied.
- * Upon signing of the contract, a 50% down payment will be required for material.

Please feel free to contact us with further questions.

View assistance for SAM.gov



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

ALERT: SAM.gov will be down for scheduled maintenance from Friday, June 14, 2019 at 9:00 AM until Monday, June 17, 2019 6:00 AM (EDT).

ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Search Results

Current Search Terms: Meltz Industries LLC*

Total records:0

Export Results

Print

Result Page:

Sort by Relevance ✓ Order by Descending ✓

Your search for Meltz Industries LLC* returned the following results...

No records found.

Result Page:

Export Results

Print

IBM-P-20190315-1318 www6

Search Records Disclaimers

FAPIIS.gov GSA.gov/IAE

Data Access Check Status

Accessibility Privacy Policy

GSA.gov

USA.gov

About Help

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO:

Inez Douglas

Environmental Health & Safety

Use this number on future correspondence:

2019-0610

FROM: James R. Bittorf, Deputy Chief Counsel

James R. Bittorf Digitally signed by James R. Bittorf Date: 2019.06.05 09:21:19 -05'00'

DATE: June 5, 2019

RE: Meltz Industries LLC

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.)

100-34466-19-RQ 65-19

STANDARD CONSTRUCTION AGREEMENT Construction, Installation, Repair or Remodel Project

This Agreement is entered into by and between the Oneida Nation, whose mailing address is P.O. Box 365, Oneida, Wisconsin, 54155, and

Name:

Meltz Industries LLC

Address:

N7565 Bodart Ct.

Seymour, WI 54165

Federal ID Number:

Vendor Number:

144945

Project Title:

State Farm Grazing Project Above Ground

Livestock Pipeline

Project Number (if any):

Agreement Amount:

\$ 67,088.00

hereinafter referred to as "Contractor", who hereby mutually agrees as follows:

- 1. **Definitions.** All words and phrases contained herein shall have the meaning consistent with the *Architect's Handbook of Professional Practice* (Ed. 1996), and the *Glossary of Construction Industry Terms*, unless otherwise defined in this Agreement.
- 2. Term. The Term of this Agreement is from June 15, 2019 to September 30, 2019, and shall be effective upon the signing of both parties.
- 3. Commencement of Work. No work may be commenced and no materials may be ordered under this Agreement until all parties have signed this Agreement, all appropriate approvals have been obtained, and a Purchase Order has been issued. Upon the issuance of the Purchase Order, the Nation will issue a Notice to Proceed to Contractor. Upon receiving a Notice to Proceed, Contractor may commence work under this Agreement. If Contractor orders any materials or supplies prior to receiving a Notice to Proceed, Contractor agrees that it is responsible for all costs related to said materials and supplies until all conditions of this Section have been satisfied.
- 4. Compensation and Payment. The Oneida Nation shall pay Contractor for the timely and satisfactory performance of the work under this Agreement the sum set forth herein ("Contract Sum") specified in Exhibit A, which shall be attached hereto and incorporated by reference. Multiple and partial payments shall be provided for in Exhibit A. All amounts payable by the Oneida Nation to Contractor under this Agreement shall be payable within thirty (30) days of the Oneida Nation's receipt of Contractor's invoice subject, however, to Contractor's complete and proper performance and delivery of all services and deliverables that are the subject of the invoice. The Oneida Nation reserves the right to withhold payment based upon reasonable objection which shall be documented.
- 5. Scope of Work.

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a. Contractor shall perform all of the work necessary for the construction, installation, and completion of the project, which is described in Exhibit A. Any and all specifications, drawings, and other documents that may be attached hereto are incorporated by reference (collectively "Agreement documents").

- b. Contractor agrees to provide and be responsible for all necessary equipment and tools (collectively "Equipment") required for the performance of work under this Agreement. If it is determined that Contractor will use Oneida Nation's Equipment for any reason, such Equipment shall be identified and specified in a separate document attached to this Agreement and incorporated by reference herein. Where Contractor uses Gaming Facilities Lift Equipment, Contractor shall contact the Gaming Facilities Department and complete a Lift Request Form and Lift Equipment/Operator Inspection Check List. Both forms shall be attached hereto and incorporated by reference herein, with a copy to be provided to the Gaming Facilities Department for record keeping purposes.
- c. Contractor agrees that only its employees shall use Oneida Nation's Equipment for any work performed under this Agreement. In Contractor's use of Oneida Nation's Equipment, Contractor warrants and represents that any of its employees who use and operate Oneida Nation's Equipment are properly trained and certified/licensed to use such Equipment. Contractor also warrants and represents that it has sufficient Contractor liability coverage, consistent with the provisions of Section 14, to cover any claims for damages to Gaming Facilities Department Lift Equipment arising from work performed under this Agreement.
- d. Where Contractor uses Oneida Nation's Equipment for the performance of work under this Agreement, then Contractor agrees to indemnify and hold Oneida Nation harmless from and against any and all claims for any injuries to Contractor's employees or subcontractor's employees, and any losses or damages to Contractor's property or subcontractor's property.
- 6. Project Schedule. Contractor shall perform the work under this Agreement in accordance with a Project Schedule submitted to the Oneida Nation, unless determined otherwise between the parties. Where a Project Schedule is submitted, such Project Schedule shall be attached hereto and incorporated by reference, and shall be reviewed at appropriate intervals as determined between the parties. The Project Schedule may be revised as determined between the parties.

7. Changes in the Work.

- a. The Oneida Nation may at any time issue a written Change Order and Contractor may at any time request a written Change Order. Any Change Order shall describe the extent or scope of the work changes covered under this Agreement, changes to any drawings, specifications or other description herein, or to change the time of completion. Such Change Order shall be effective upon signature of both parties and Contractor will promptly comply.
- b. Upon receipt of a written Change Order, Contractor shall promptly advise the Oneida Nation if the change will affect its cost of work performed under this Agreement. If Contractor anticipates additional costs as a result of the Change Order, Contractor shall provide to the Oneida Nation: 1) a breakdown of estimated costs and changes in the Agreement Sum; and, 2) a written statement of necessary changes in the time of completion.

8. Events of Defaults; Stop Work Orders.

- a. Contractor shall pay costs of work as they are incurred. If Contractor fails to pay any costs as they are incurred, Oneida Nation reserves the right to pay such costs directly, and with written notice to Contractor, shall deduct such costs from the Agreement Sum.
- b. If Contractor is deficient in performing work under this Agreement, or any materials do not meet specifications, the Oneida Nation shall notify Contractor in writing to remedy the deficiency within ten (10) business days. If Contractor fails to remedy such deficiency within ten (10) business

days, the Oneida Nation shall be entitled to remedy such deficiency and may deduct any cost incurred from the Agreement Sum.

- c. If Contractor fails to correct any defective or nonconforming work, or repair or replace any defective materials, or otherwise fails to carry out work as required by the Agreement documents within ten (10) business days as provided in Section 8(b) above, the Oneida Nation reserves the right to issue a written Stop Work Order to Contractor. If a written Stop Work Order is issued, Contractor shall be excused from proceeding with the work so long as such Stop Work Order remains in effect. The Oneida Nation shall notify Contractor in writing when work may be resumed under this Agreement.
- d. If Contractor is in substantial and material non-compliance with this Agreement, the Oneida Nation reserves the right to immediately issue a written Stop Work Order to Contractor. Contractor shall be provided reasonable opportunity to come into compliance with this Agreement, at which time the Oneida Nation shall notify Contractor in writing when work may be resumed under this Agreement.
- 9. Independent Contractor. The Contractor warrants and represents that it carries the appropriate workers compensation policy coverage, consistent with the Oneida Nation's Insurance Requirements, and that no persons employed or performing under the terms of this Agreement are excluded under that coverage. Further, the Contractor agrees to and shall indemnify and hold the Oneida Nation harmless against and from any and all loss, damages or costs incurred for any workers compensation claims including, but not limited to, attorneys' fees. The Contractor shall be responsible for all withholding and any other employment taxes due to any taxing authority.

10. Employees of Contractor.

- a. Contractor agrees that all of its officers, employees, agents, directors, and representatives shall not be deemed or construed to be an employee of the Oneida Nation. Contractor further agrees that it and all of its employees waive any and all rights to the Oneida Nation's benefit plans, including but not limited to 401(k), or life or medical insurance plans. Contractor further agrees that it shall not use, or cause to be used, any of Oneida Nation's employees in the course of any work performed under this Agreement.
- b. Contractor shall have a qualified Project Manager on the Project site at all times during the Project while work is being performed. The Oneida Nation shall have the right to review the qualifications of Contractor's Project Manager, including by personal interview, and reject the Project Manager at Oneida Nation's discretion. Contractor will not be entitled to additional compensation for replacing Project Manager. Contractor shall not change the Project Manager during the course of the Project without the prior written approval of the Oneida Nation.

11. Materials and Documents; Non-Disclosure.

- a. Unless otherwise specified, all materials shall be new and shall meet specifications. Both materials and workmanship shall be of good quality. Upon reasonable request of the Oneida Nation, Contractor shall provide samples or other satisfactory evidence as to the kind and quality of materials to be used in the performance of the work under this Agreement, and shall be documented in writing. All materials furnished by Contractor shall be in accordance with approved samples. Any substitutions require prior written approval by the Oneida Nation consistent with Section 7 above.
- b. All plans and specifications prepared by Contractor shall be submitted to the Oneida Nation for written approval before procurement of materials or commencement of work under this Agreement. Contractor will provide copies of all plans and specifications to the Oneida Nation before commencement of work.
- c. <u>Unless provided otherwise</u>, all designs, plans, specifications, improvements, inventions, and rights developed by Contractor in the course of performing work under this Agreement will be

disclosed to the Oneida Nation and will become the exclusive property of the Oneida Nation. Contractor hereby assigns all rights, title and interest to the Oneida Nation and ownership shall vest in the Oneida Nation. However, where Contractor possesses intellectual property rights or other proprietary rights in any documents or materials used in the performance of this Agreement, such intellectual property and proprietary rights shall be described and identified in a separate written document, which shall be attached hereto and incorporated by reference. The Oneida Nation agrees that where Contractor may use documents and/or materials that are licensed by third parties, contractor shall not be caused to violate any existing agreements in place with such third parties.

- d. Contractor will provide to the Oneida Nation all drawings, specifications, electronic media (CAD files), or other documents, whether tracings or originals, which will remain the property of the Oneida Nation. Contractor will not copy or otherwise reproduce any drawings, specifications or documents, except as required during the performance of this Agreement. Any and all reproductions will be returned to the Oneida Nation upon completion or termination of this Agreement.
- **e.** Any information and documents provided to Contractor by the Oneida Nation for purposes of this Agreement shall be treated as confidential and proprietary, and subject to non-disclosure. Any Confidential Information provided to subcontractors shall be on a need to know basis and subject to non-disclosure.

12. Use of Premises.

- a. The Oneida Nation and Contractor shall agree in writing upon a designated storage area for Contractor's equipment and materials during performance of this Agreement. If designated storage area is contained, Contractor shall provide appropriate signage as to warnings and safety precautions, unless agreed otherwise between the parties. If Contractor will require additional storage area, or a relocation of storage area, on the Oneida Nation's premises, such changes will be made in writing and approved by the Oneida Nation before moving any equipment and materials to such area.
- b. Contractor will perform all work under this Agreement during the hours designated by the Oneida Nation and in such a manner to reasonably avoid inconvenience to the Oneida Nation and not interfere with business operations. Contractor will properly supervise all work performed under this Agreement, and will require all its employees to comply with all applicable rules and regulations. Contractor will take precautions to protect work, property and persons under a reasonable standard of care. Contractor will perform all work in a professional, safe, and workman like manner, in accordance with applicable industry standards, and with due regard to ethical business practices.

13. Indemnification.

- a. Contractor shall indemnify and hold harmless the Oneida Nation, its officers, employees, agents, directors, and representatives, in the course of performance of the Contractor's work under this Agreement, from and against any and all claims, of whatever nature, for injuries or losses, or damages arising out of Contractor's or subcontractors negligence, gross negligence, or intentional misconduct, including but not limited to Contractor's breach of this agreement, or the negligence, gross negligence or intentional misconduct of Contractor's or subcontractors officers, employees, agents, directors, and representatives.
- b. The Oneida Nation shall indemnify and hold harmless Contractor, its officers, employees, agents, directors, and representatives, from and against any and all claims, of whatever nature, for injuries or losses, or damages arising out of the Oneida Nation's negligence, gross negligence, or intentional misconduct, or the negligence, gross negligence or intentional misconduct of the Oneida Nation's officers, employees, agents, directors, and representatives.

14. Insurance Requirements.

- a. Contractor, at its expense, and as a condition of this Agreement, will obtain and maintain sufficient Contractor liability coverage, consistent with the Oneida Nation's Insurance Requirements, to cover any claims for damages, including personal injury and/or death, which may arise from the performance of work under this Agreement. Contractor shall name the Oneida Nation as Additional Insured prior to any work commencing and shall provide documentation verifying the same for a period of one year following substantial completion. Contractor shall provide Certificate of Insurance complying with the coverage limits of the Oneida Nation, which shall be filed directly with Oneida Nation's Risk Management Department.
- b. Certificates of Insurance may be subject to the Oneida Nation's Risk Management Department approval for sufficiency of adequate coverage at any time upon reasonable written notice to Contractor. Contractor will provide the Oneida Nation's Risk Management Department at least thirty (30) days advance written notice in the event of cancellation, termination, or material modification of the coverage. Contractor is responsible for obtaining insurance covering their tools, equipment, and materials which are not destined to be incorporated into the final project.
- c. Where Contractor fails to be in compliance with any provisions of this Section, the Oneida Nation reserves the right to immediately issue a written Stop Work Order to Contractor consistent with Section 8(d) above. Contractor shall be provided reasonable opportunity to come into compliance with the provisions of this Section, at which time the Oneida Nation shall notify Contractor in writing when work may be resumed under this Agreement. If Contractor is unable to meet the requirements of this Section, the Oneida Nation reserves the right to terminate this contract.

15. Licensing, Permits, and Regulatory/Statutory Requirements.

- a. Contractor is required to obtain an Oneida Vendor's License from the Oneida Nation's Licensing Department.
- **b.** Contractor warrants and represents that its employees and all subcontractors shall comply with all applicable laws, rules and regulations for licensing and training as to trade and industry, and that said employees and subcontractors shall maintain licensing requirements for the Term of this Agreement. The Oneida Nation shall have the right to review the license qualifications of Contractor's employees and subcontractors, and to reject any of Contractor's employees or subcontractors at its discretion for non-compliance.
- c. If required by applicable laws, rules or regulations, Contractor agrees to obtain all necessary permits from the appropriate licensing authorities and provide all notices required for the performance of this Agreement prior to commencing any work. The Oneida Nation shall have the right to review all permit applications and permits obtained by Contractor for the performance of this Agreement upon request. If Contractor and its employees, or any of its subcontractors, performs any work contrary to applicable laws, rules and regulations, Contractor will be responsible for any costs as a result of non-compliance. If Contractor is unable to obtain the necessary licenses and/or permits required for the performance of this Agreement, the Oneida Nation reserves the right to obtain any necessary licenses and/or permits and deduct those costs from the Sum, and Contractor may proceed with work under this Agreement.
- **d.** Where applicable, Contractor shall make arrangements for public and private locates prior to commencing any work, and shall notify the Oneida Nation of completion of locates with appropriate confirmation numbers on a regular and periodic basis until work is completed. Contractor will be responsible for maintaining documentation of appropriate confirmation numbers, and shall provide such documentation upon the Oneida Nation's request.
- e. Contractor agrees to the provisions of the Oneida Indian Preference Law, agrees that compliance is a condition of this Agreement, and agrees that such provisions shall govern the performance of the Contractor under this Agreement. Where Contractor is an Indian Preference Contractor, as established under Indian Preference guidelines and criteria, any insurance requirements

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established by the Indian Preference Department shall apply to Indian Preference Contractors performing work under this Agreement. The Indian Preference Department shall have all rights of enforcement as provided under the Oneida Indian Preference Law and subsection (f) below.

- f. Where Contractor fails to be in compliance with any provisions of this Section, the Oneida Nation reserves the right to immediately issue a written Stop Work Order to Contractor consistent with Section 8(d) above. Contractor shall be provided reasonable opportunity to come into compliance with the provisions of this Section, at which time the Oneida Nation shall notify Contractor in writing when work may be resumed under this Agreement. If Contractor is unable to meet the requirements of any provisions of this Section, the Oneida Nation reserves the right to terminate this contract.
- 16. Waste Management and Recycling. The Contractor shall employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors. Contractor shall minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible. Contractor shall separate, store, protect, and handle at the site recyclable waste products in order to prevent contamination of materials and to maximize recyclability of materials. Contractor shall arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials. Contractor shall comply with applicable regulatory requirements, including but not limited to Federal, State and local requirements, pertaining to legal disposal of all construction and demolition waste materials. The following may not be disposed of in landfills or by incineration and shall be recycled, salvaged, or reused:
 - a. Aluminum and plastic containers.
 - **b.** Corrugated cardboard.
 - c. Wood pallets.
 - d. Clean dimensional wood.
 - e. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass and bronze.
- 17. Contractor Guarantee. Contractor guarantees to the Oneida Nation that all work performed under this Agreement shall be free from all defects of any kind, nature or description on the date of completion and for a period of one year thereafter. During the period of one year after completion, Contractor agrees to repair/replace any defective work and/or materials at Contractor's expense. Consistent with the statute of limitations, latent defects shall survive the warranty period and Contractor shall be responsible for cure of such defects.

18. Subcontracts.

- a. Contractor shall not subcontract any work under this Agreement without the express written consent of the Oneida Nation. If Contractor enters into subcontracts with the Oneida Nation's written consent, Contractor agrees to obtain the contract of any and all subcontractors to be materially and substantially bound by the terms and conditions set forth herein, unless otherwise agreed to by the Oneida Nation in writing. Upon reasonable written request, all subcontractor contracts shall be furnished to the Oneida Nation. This Agreement shall be attached and incorporated into all subcontractor agreements.
- b. Contractor is responsible for subcontractor compliance with all insurance requirements set forth in this Agreement. In the event of subcontractor non-compliance, such subcontractor work will not proceed under this Agreement until subcontractor is materially and substantially in compliance with the terms and conditions of this Agreement, unless otherwise agreed to by the Oneida Nation in writing.

- Separate Agreements. The Oneida Nation has the right to execute other agreements in 19. connection with the work performed under this Agreement, upon reasonable notice to Contractor. If other Agreements are executed in connection with the work performed under this Agreement, then the Oneida Nation shall coordinate all work between Contractor and other contractors. Contractor and other contractors shall exercise good faith efforts to perform all work under this Agreement.
- Third Party Warranties. Contractor grants to the Oneida Nation any and all warranties which 20. may exist in favor of Contractor from third party suppliers used by Contractor in performing services under this Agreement, and such warranties shall specify the period of time covered by manufacturer.
- Force Majeure. If Contractor is delayed in the performance of or completion of the work 21. under this Agreement by labor strikes, lock-outs, unavoidable casualties, or other causes beyond the control of the Contractor and without its fault or negligence, then the time for the performance or completion of said work may be extended for a reasonable period by written agreement between the parties.

Dispute Resolution. 22.

- In the case of any dispute or claim arising out of or relating to this Agreement, or with respect to a breach thereof, the parties first shall seek to resolve such matter amicably through discussions between the parties, then, if necessary, by nonbinding mediation.
- Disputes, claims, or questions arising from the performance of this Agreement shall be b. submitted in writing by the initiating party to the receiving party. The receiving party shall render a written response with a reasonable period of time. Upon receipt of the written response, the parties' representative shall meet at a mutually agreeable location to negotiate a settlement between them.
- Any dispute, claim or other matter in question between the parties shall be subject to mediation upon the written request of either party. However, no demand for mediation of any such dispute, claim or other matter may be made until the earlier of (1) the date on which the receiving party has rendered a written response, or (2) the 10th (tenth) day after the initiating party has presented its documentation to the receiving party or has been given a reasonable opportunity to do so, if the receiving party has not provided a written response by that date.
- The parties recognize that mediation proceedings are settlement negotiations, and that all offers, promises, conduct and statements, whether written or oral, made in the course of the proceedings, are inadmissible in any court proceeding, to the extent allowed by applicable law. The parties agree to not subpoena or otherwise require the mediator to testify or produce records, notes or work product in any future proceedings, and not recording or written record will be made during any mediation session(s). Evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation process. Information disclosed to the mediator in a private caucus shall remain confidential unless the parties authorize disclosure.
- Upon demand for mediation, the parties shall select a mutually acceptable person or persons to serve as mediator. The mediator will not have any financial or personal interest in the outcome of the mediation and must disclose any circumstances which create a presumption of bias or cause delay in the mediation process.
- All mediation proceedings shall take place at neutral location unless the parties agree f. otherwise. The parties will equally share the cost of the mediator. The parties will be responsible for their own reasonable costs related to a mediation proceeding.

Termination. 23.

Notwithstanding the provisions in Section 14 and 15, if Contractor should fail to make satisfactory progress toward the completion of work under this Agreement, or should fail to make prompt Public Packet 270 of 452

payment for any materials, or to make payment to any subcontractors or labor, or should fail to comply with any applicable laws, rules or regulations, or otherwise violate any other provisions of this Agreement, then the Oneida Nation may immediately terminate this Agreement in part or in whole with written notice to Contractor. In the event of termination, the Oneida Nation may have the work completed by another contractor and may deduct the cost of completing the work from Contractor's Agreement Sum, and Contractor shall not have any further obligations to perform any work under this agreement. All warranties and indemnification shall survive this agreement.

b. Notwithstanding the provisions contained in this section, Oneida Nation shall otherwise have the right to terminate this Agreement with at least ten (10) business days' written notice to Contractor. The Oneida Nation shall then pay Contractor a proportionate amount of the Agreement Sum for the work completed, and Contractor shall not have any further obligations for any work performed under this Agreement.

24. Other Terms and Conditions; Miscellaneous.

- a. The failure to insist upon performance of any term or condition of this Agreement, or to exercise any right or remedy shall not constitute a waiver of such term or condition. The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.
- b. This Agreement shall be construed and interpreted in accordance with the laws of the project location, without giving effect to any conflicts or choice of law principles. Any rule of construction that a document is to be construed against the drafting party shall not apply.
- c. Nothing in this Agreement or attachments shall constitute or be construed as a waiver, express or implied, of the sovereign immunity of the Oneida Nation.
- d. Nothing in this Agreement shall be construed to create a partnership or joint venture between the Oneida Nation and Contractor.
- e. Contractor may not assign its rights and interests in this agreement without the Oneida Nation's express written consent. Any violation of this provision will be cause for immediate termination of this Agreement.
- f. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement. The section headings shall not be used in interpreting this agreement.
- g. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which shall together constitute one and the same Agreement.
- h. This Agreement and any attachments hereto constitute the entire understanding and agreement between the parties. No modifications or amendments to this Agreement shall be binding unless made in writing between the parties.
 - i. The invalidity of any part of this Agreement shall not affect the remaining parts hereof.
- j. In the event of any inconsistency or conflict between the Terms and Conditions of this Agreement and any attachments hereto, and any other terms and conditions not contained in this Agreement, this Agreement shall control.
- 25. Notices. All notices required by this Agreement will be in writing and sent in any commercially reasonable manner, including certified mail, return receipt requested, facsimile, or any other customary means of communication to the other party's representative at the applicable mailing address set forth below. Notices to the Oneida Nation shall be sent to the attention of person named below. Notices to Contractor shall be sent to the attention of the person named below. The effective date of any Notice shall be the date of personal service or three days after mailing. Any notice given otherwise than in accordance with this Article shall be deemed ineffective. Either party may change representative or address by written notice to the other party.

By:

ONEIDA NATION:

Jon Habeck

Project Technician Manager

Date:

Attn: Post (Oneid	Project Technician Manager Office Box 365 la, WI 54155	Meltz Industries LLC Crystal Meltz Owner N7565 Bodart Ct. Seymour, WI 54165
IN WITNESS W below.	HEREOF, Oneida Nation and Co	ntractor have executed this Agreement on the date
ONEIDA NATIO	ON:	CONTRACTOR:

By:

Owner

CONTRACTOR:

Crystal Meltz

Date:

Environmental Health & Safety Division



A good mind, A good heart. A strong fir

EXHIBIT A State Farm Grazing Project Above Ground Livestock Pipeline

- 1. **Purpose & Objectives**: To install 41761 feet of above ground pipeline as part of the State Farm Grazing project including all splices and couplers.
- 2. **Scope:** See attached construction plan
- 3. **Location:** Former State Farm
- 4. Time and Price Commitment: Start Date: June 15, 2019; End Date: September 30, 2019 Total cost of this contract not to exceed \$67,088.00.
- 5. **Expected Deliverables:** Completion of the access road to construction pland and NRCS standards.
- 6. Payment Schedule: Meltz Industries LLC invoices shall contain all relevant information including, Oneida purchase order numbers and Project Manager's name. All invoices must contain an itemized list of charges. Invoices should be sent to the following address: Oneida Environmental, Health and Safety Division, Attn: Brenda Skenandore, P.O. Box #365, N7332 Water Circle Place, Oneida, WI, 54155. All invoice amounts payable to Meltz Industries LLC under this agreement shall be payable within thirty (30) days of Oneida's receipt of invoice.
- 7. **Oneida's Role:** All final decisions shall be subject to the approval of Jon Habeck Project Manager.



United States Department of Agriculture
Natural Resources Conservation Service Natural Resources Conservation Service

WISCONSIN STANDARD DRAWING NO. WI-001C

03/16

CONSTRUCTION PLAN
PRACTICE(S) Livestock Pipeline (516) Watering Facility (614)
LANDOWNER Oneida Tribe of Wisconsin
ADDRESS
LANDOWNER PHONE NO. (920) 388-4595 COUNTY Dutagamle
TOWNSHIP Oneida T24 N, R19 E)W, Sec. 16,17,21
FIELD OFFICE Appleton Area Office TELEPHONE NO. 920-733-1575
DIGGERS HOTLINE Call 3 Work Days Before You Dig! Nationwide 811 Toll Free 1-800-242-8511 TDD 1-800-542-2289 Website www.diggershotline.com
NOTICE TO LANDOWNERS AND EXCAVATORS
Any representation made by the USDA, Natural Resources Conservation Service, or the OUTAGAMIE County LCD, as to the approximate location or nonexistence of above or under ground hazards does not relieve the owner of the property or the excavator that is hired to complete construction, from notifying Diggers Hotline of the pending construction. You will be liable for damages resulting from construction activities. Call Diggers Hotline! Ticket Number
necessary permits and licenses, and to complete the work in accordance by the NRCS before installation. Modification of these construction plans or specifications must be approved by the NRCS before installation. I assume all responsibility for negotiations and contract agreements with the construction contractors.
Landowner Signature: Date:
Designed by:
Date: Date:
Approved by: / If M. Junious Date:
The installed practices comply with applicable NRCS technical standards and specifications. The "redlined" construction plans (as—built drawings) reflect changes made during construction.
Construction Approved by: Date: Sheet _1 _ of _29
Job Approval Class V Sheet 1 of 29

ESTIMATE	QUANT	ITIES		
Item	Unit	Quantity	Sheet No.	WCS Number
1.25" PE Pipe, ASTM D2239 160 psi	LF	8,390	5-28	516
1.0" PE Pipe, ASTM D2239 160 psi	LF	33,371	5-28	516
Portable 50 gallon water tanks	EA	3	5	
	·			

Quantities are estimated to the neat lines and grades of in-place materials shown on the construction plan unless otherwise stated. Truck yardage, loose fill, shrinkage, etc., must be calculated and compensated for by the contractor preparing a bid or constructing the project.



United States
Department of
Agriculture

Natural Resources Conservation Service ESTIMATED QUANTITIES

CLIENT: Oneida Tribe of Wisconsin

COUNTY: OUTAGAMIE

Designed _	DAS	Date 4/3/19	File Name WI-005A		
Drawn Checked	las	4/19	Date 08/14		
. ,	for	4/19	Sheet 2 of 29		

CONSTRUCTION NOTES

- 1. ALL UNDERGROUND HAZARDS AND UTILITIES MUST BE INVESTIGATED PRIOR TO CONSTRUCTION.
 NOTIFICATION OF EFFECTED UTILITY COMPANIES IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTACT DIGGERS HOTLINE AT LEAST THREE DAYS PRIOR TO START OF CONSTRUCTION.
- 2. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH NRCS PERSONNEL, THE CONTRACTOR, AND THE LANDOWNER PRIOR TO CONSTRUCTION START-UP.
- 3. THE CONTRACTOR AND/OR LANDOWNER SHALL NOTIFY NRCS AT LEAST 3 DAYS PRIOR TO START-UP OF CONSTRUCTION.
- 4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH WISCONSIN CONSTRUCTION SPECIFICATIONS (ATTACHED TO THIS PLAN).
- 5. ABOVE—GROUND PIPELINES SHALL CONTAIN A MINIMUM 2% CARBON BLACK, AS SPECIFIED IN ASTM D-3350.
- 6. THIS PIPELINE IS DESIGNED TO DELIVER UP TO <u>5.0</u> GALLONS PER MINUTE USING A LOW PRESSURE SETTING OF <u>40</u> PSI AND A HIGH PRESSURE SETTING OF <u>60</u> PSI.
- 7. PIPELINE SHALL BE A MINIMUM 160 PSI AND MEET ASTM D-2239.
- 8. VALVES OR UNIONS SHALL BE INSTALLED AT LOW POINTS IN THE PIPELINE SO THE LINES CAN BE DRAINED UNLESS AN AIR BLOWOUT SYSTEM IS USED.
- 9. INCREASE THE LENGTH OF PIPE INSTALLED BY AT LEAST 1% TO ACCOUNT FOR PIPE CONTRACTION.
- 10. BELOW-GROUND PIPELINES SHALL BE BEDDED AND BACKFILLED AS SPECIFIED IN WI CONSTRUCTION SPEC. 516, POLYETHYLENE(PE) PRESSURE PIPE AND TUBING FOR LIVESTOCK PIPELINE.
- 11. TO PREVENT BACKFLOW INTO THE WELL, EITHER A BACKFLOW VALVE SHALL BE INSTALLED IN THE SYSTEM NEAR THE WELLHEAD, OR MAINTAIN A MINIMUM 2" AIR GAP BETWEEN THE MAXIMUM WATER LEVEL IN THE TANK AND THE INVERT OF THE INCOMING WATER LINE.
- 12. PORTABLE TANKS OF AT LEAST 50 GALLON CAPACITY WILL BE USED FOR THIS SYSTEM.

				Date	File Name
HISDA	United States	CONSTRUCTION NOTES	Designed	DAS 4/3/19	
COLIN	Department of	CONSTRUCTION NOTES	Drawn	4	Date
	Agriculture	Oneida Tribe of Wisconsin	Checked	/az 4/19	08/14
Natural Resources		CLIENT:	_ /	las 4/19	
Conservation Service		COUNTY: OUTAGAMIE	- Poprovoc		Sheet 3 of 29

INSPECTION PLAN

A. INSPECTORS

The primary field inspector for this project will be Adam Able, Appleton NRCS Office.

B.GENERAL

The work to be completed on this project shall consist of the following items, with the pertinent construction specifications indicated. All construction specifications can be referenced at the back of the Construction Plan.

1. Plastic Pipe Conduits

WI Const. Spec. 516

Engineering Job Class V

This project is designed according to the following NRCS standards: 516 - Livestock Pipeline (April 2016). The original plan and subsequent changes to the construction plan must be approved by Joe Van Hulle, Engineer NRCS Appleton Area Office.

The presence or absence of any below ground utilities must be documented in written form by the landowner prior to construction.

C. PRECONSTRUCTION CONFERENCE

A preconstruction conference must be held prior to providing any layout assistance. During the conference the construction plans, construction specifications, layout, required materials, required inspection, installation requirements, safety precautions, utilities, and any information needing clarification by the technical agencies will be discussed.

D. MATERIALS REQUIREMENTS

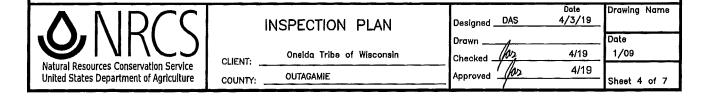
- Plastic pipe conduits, elbows, fittings, and solvents shall be as specified in WI Construction Spec 516 unless otherwise specified in the plan.
- Pipes materials to be used in above-ground systems shall contain a minimum 2% carbon black.

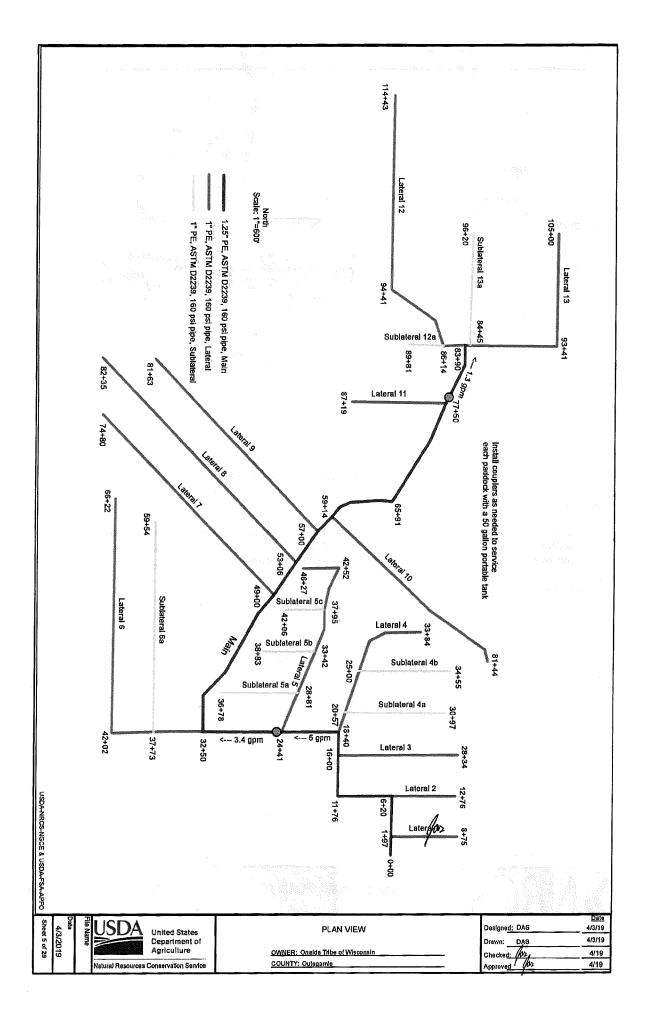
E.GENERAL INSPECTION

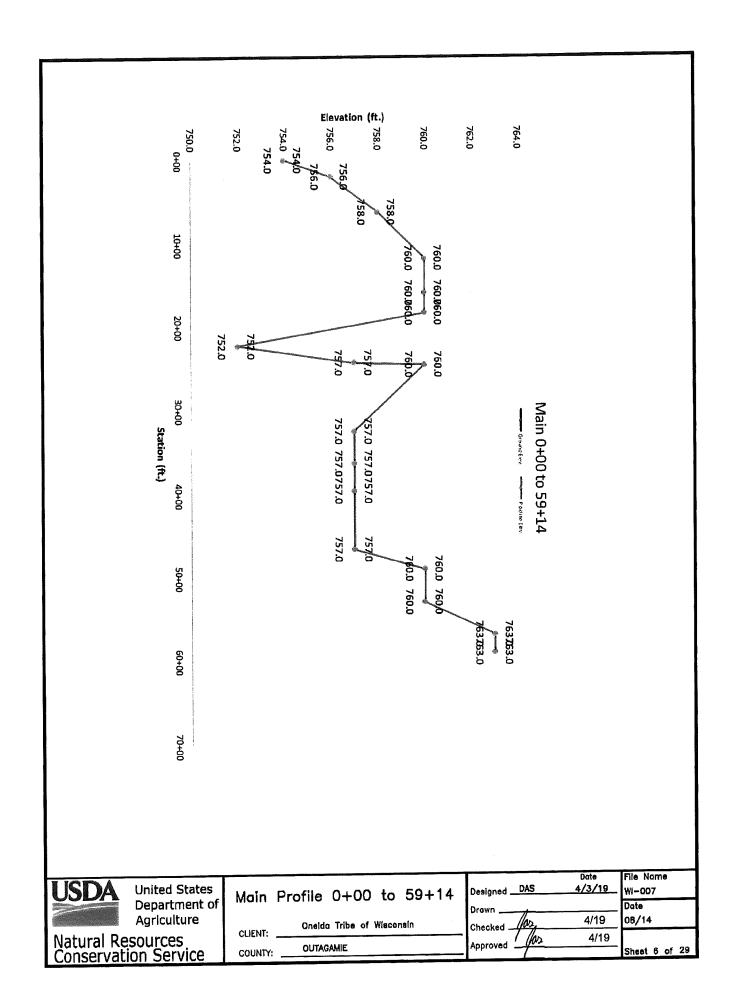
- 1. PIPELINES
- a) Document the correct diameter of the pipe.
- b) Above-ground pipes shall contain a minimum 2% carbon black for UV stabilization.
- c) Document that valves, unions, vents, and shutoff valves are located as specified in the plans.
- d) Ensure that backflow-preventer is installed.

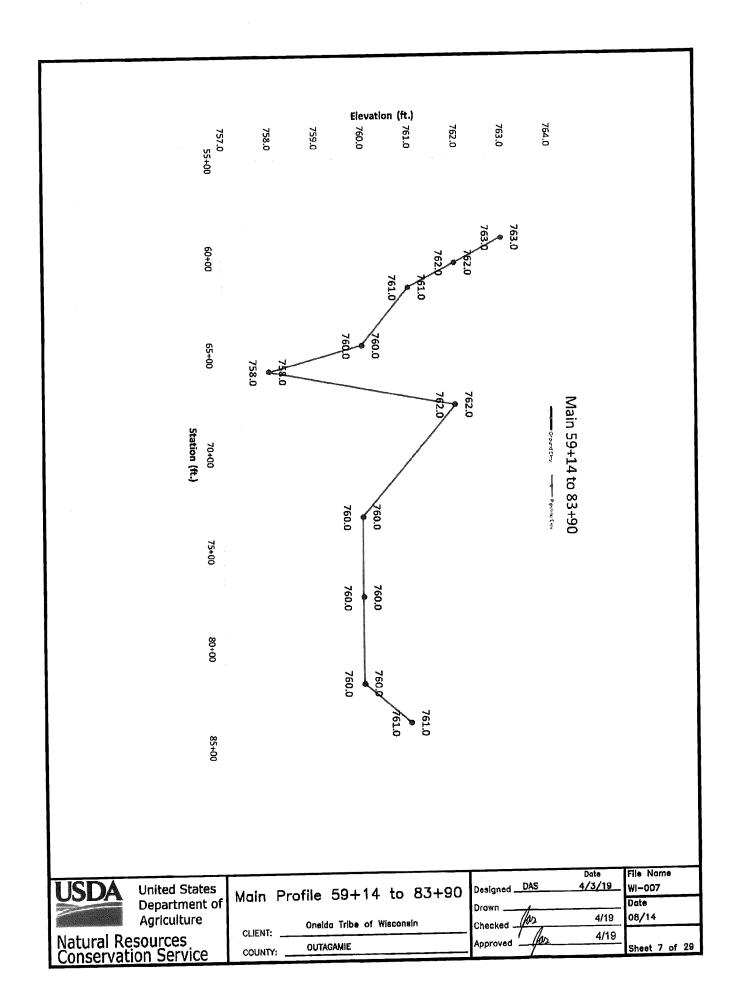
F.CONSTRUCTION APPROVAL

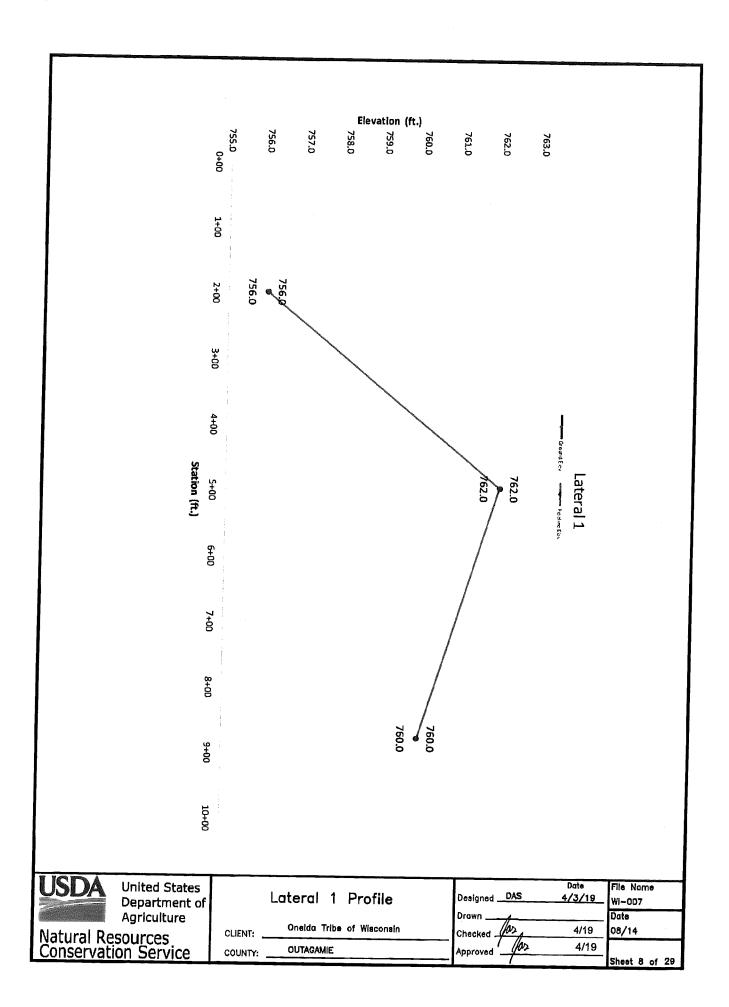
Construction approval will be provided by Joe Van Hulle.

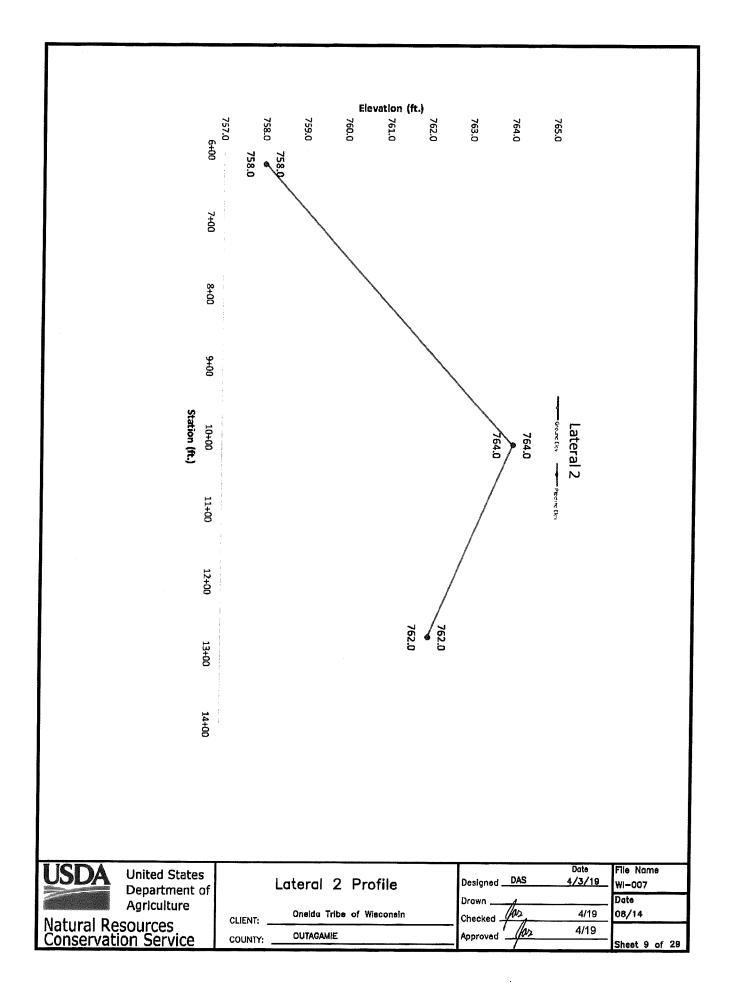


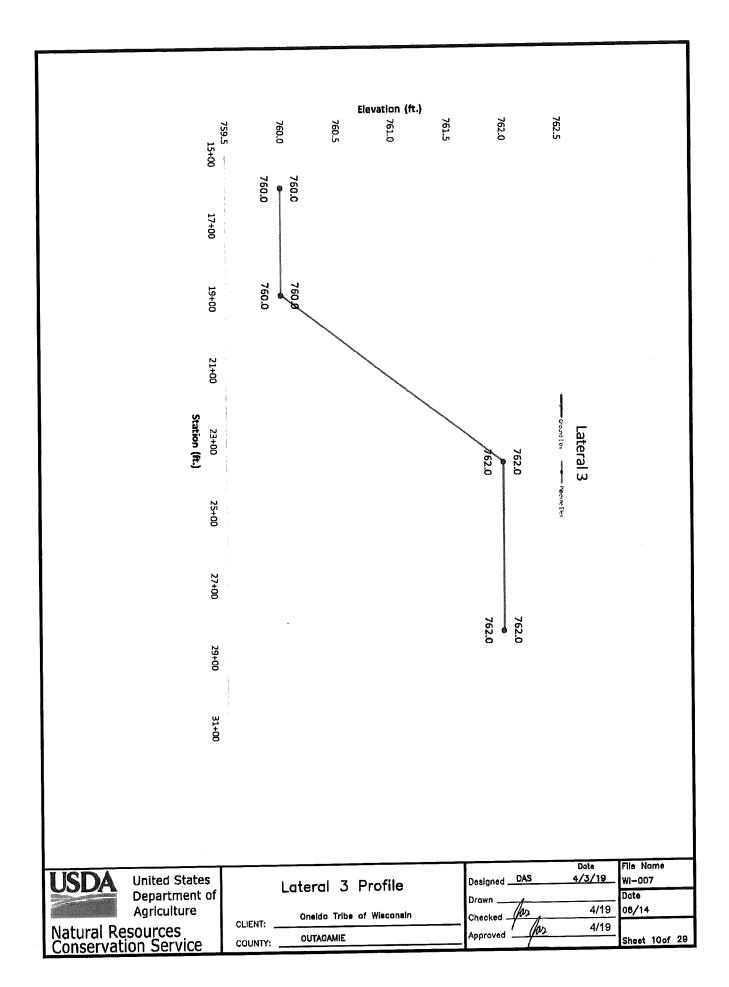


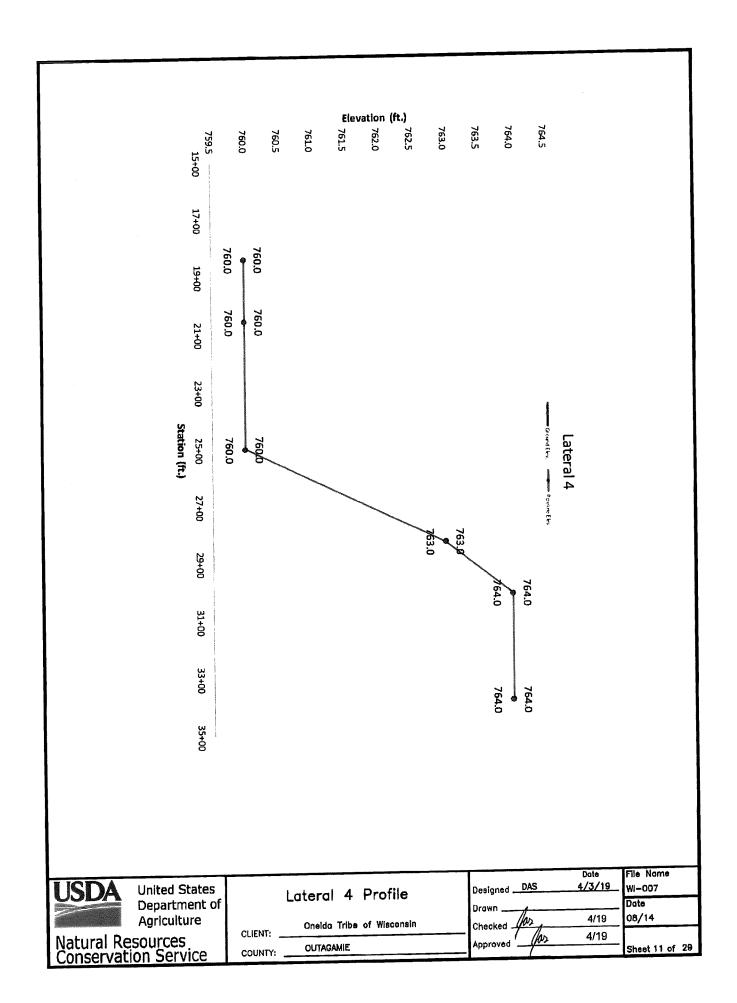


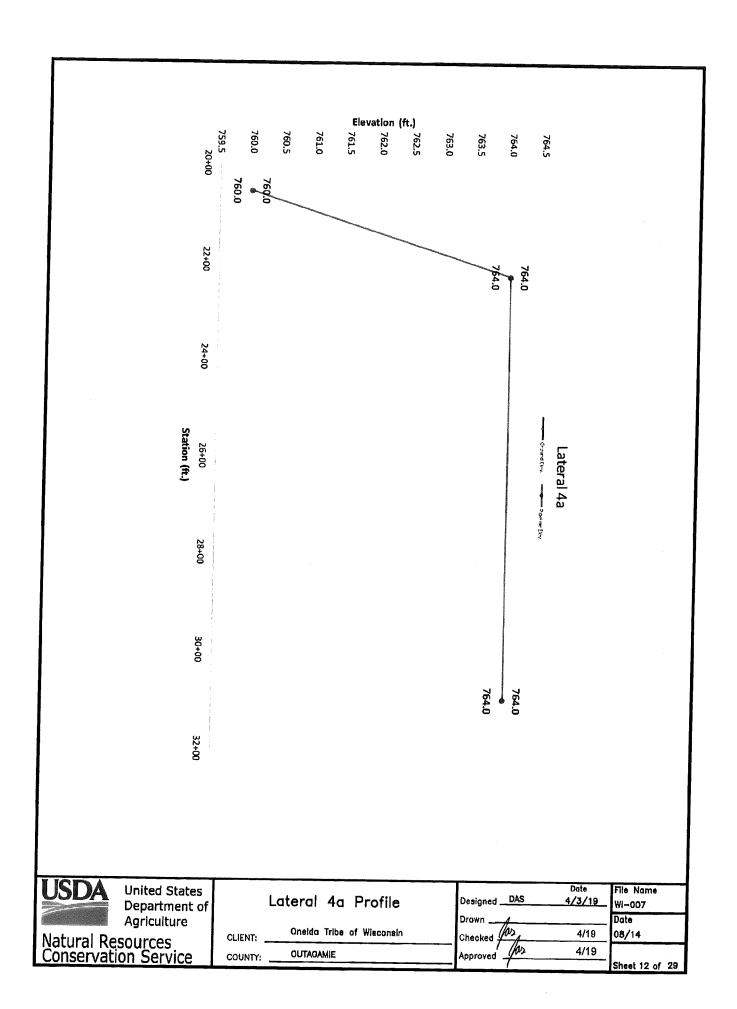


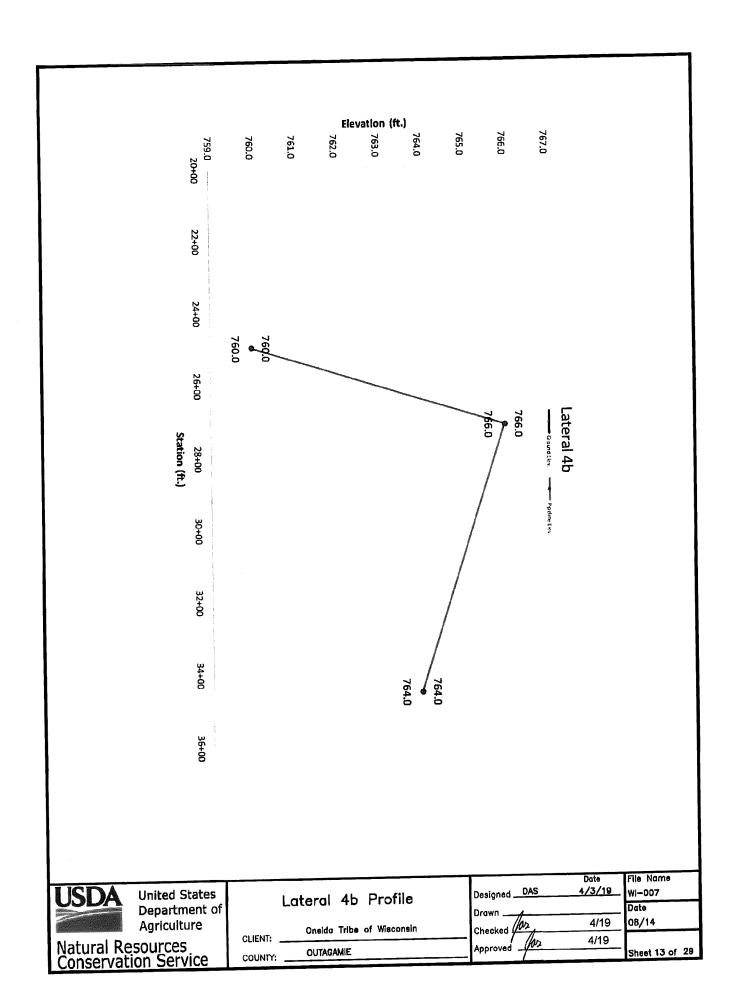


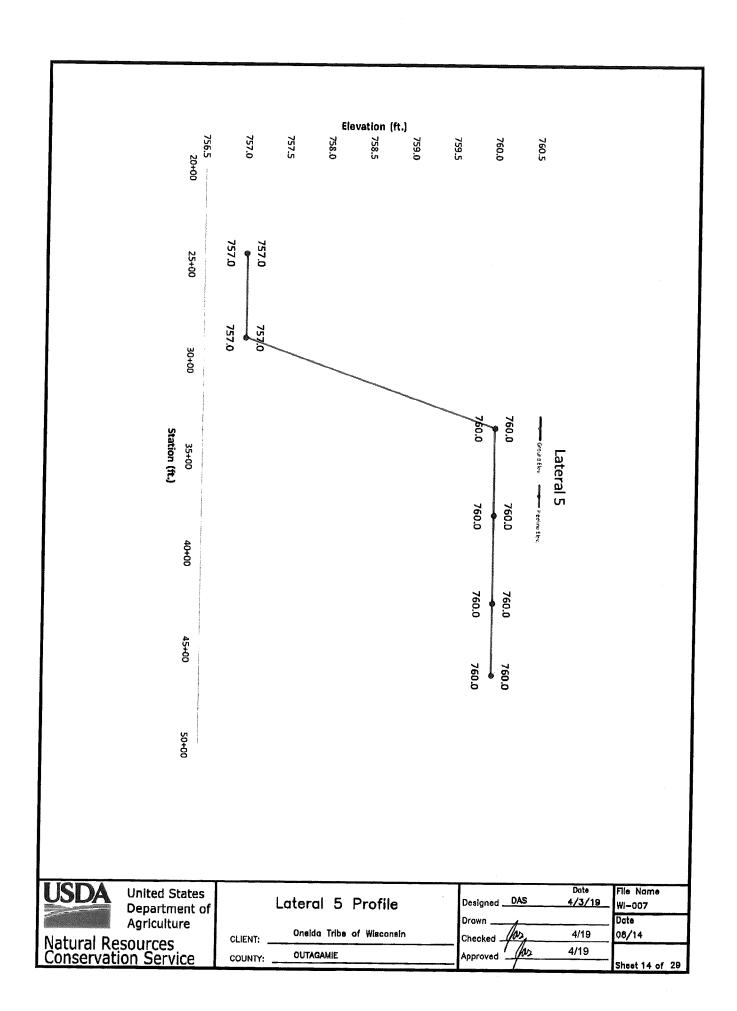


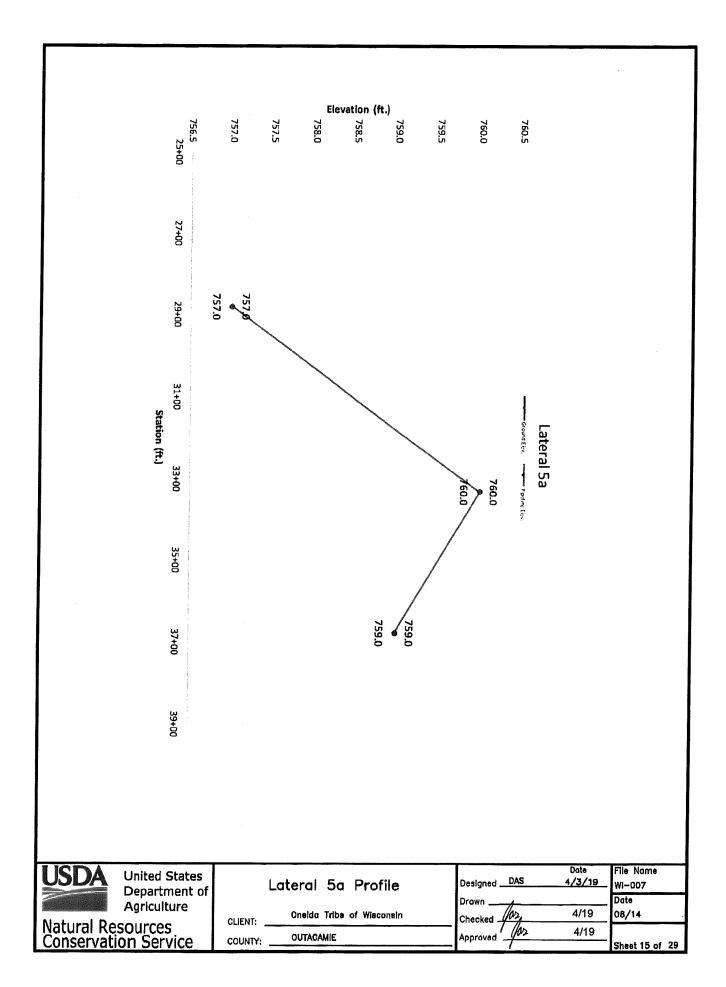


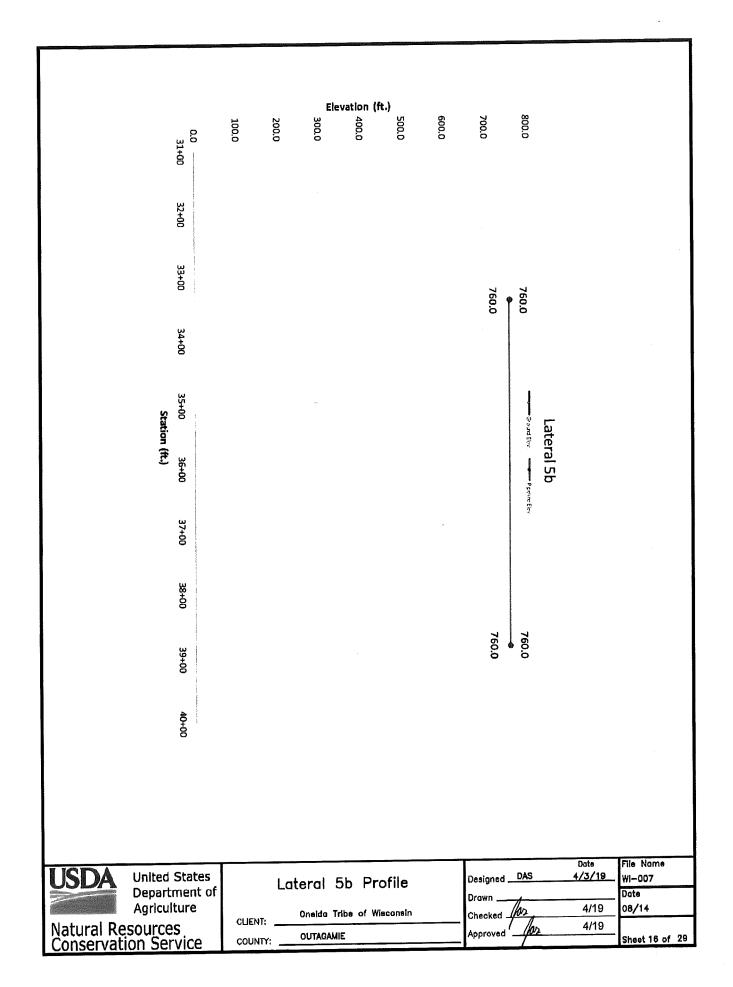


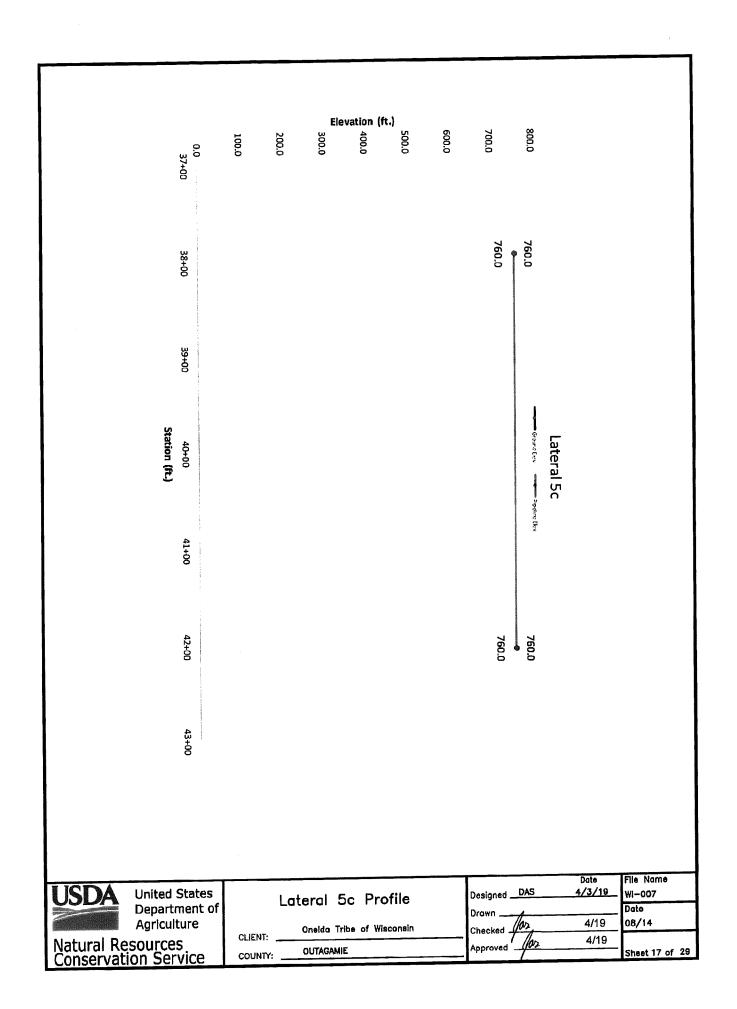


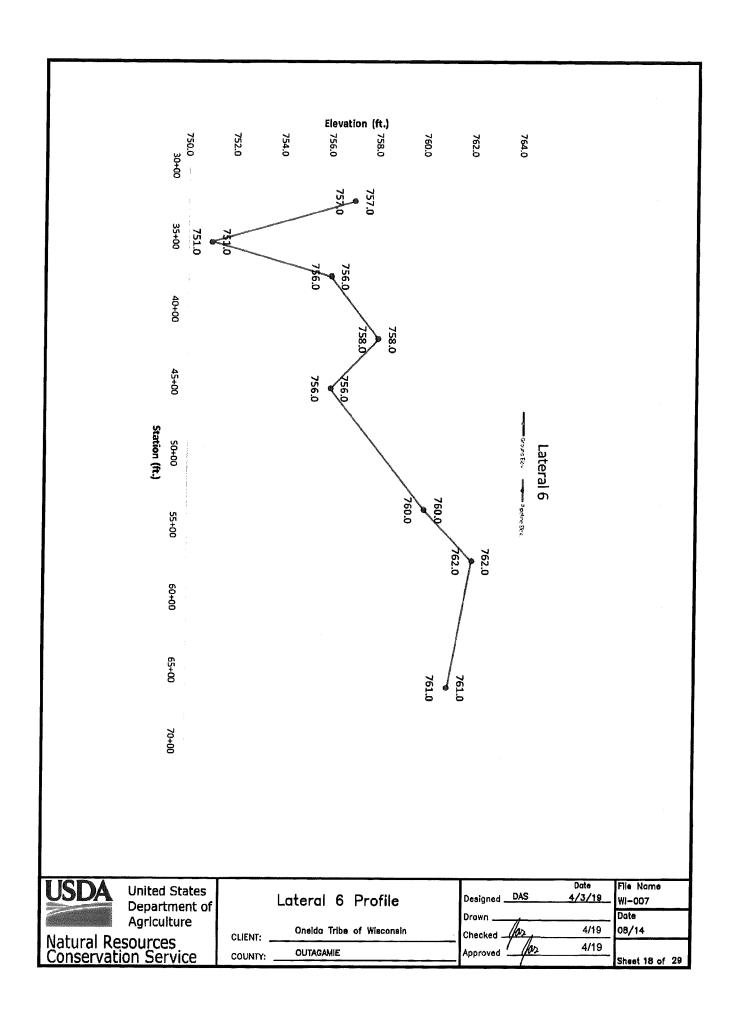


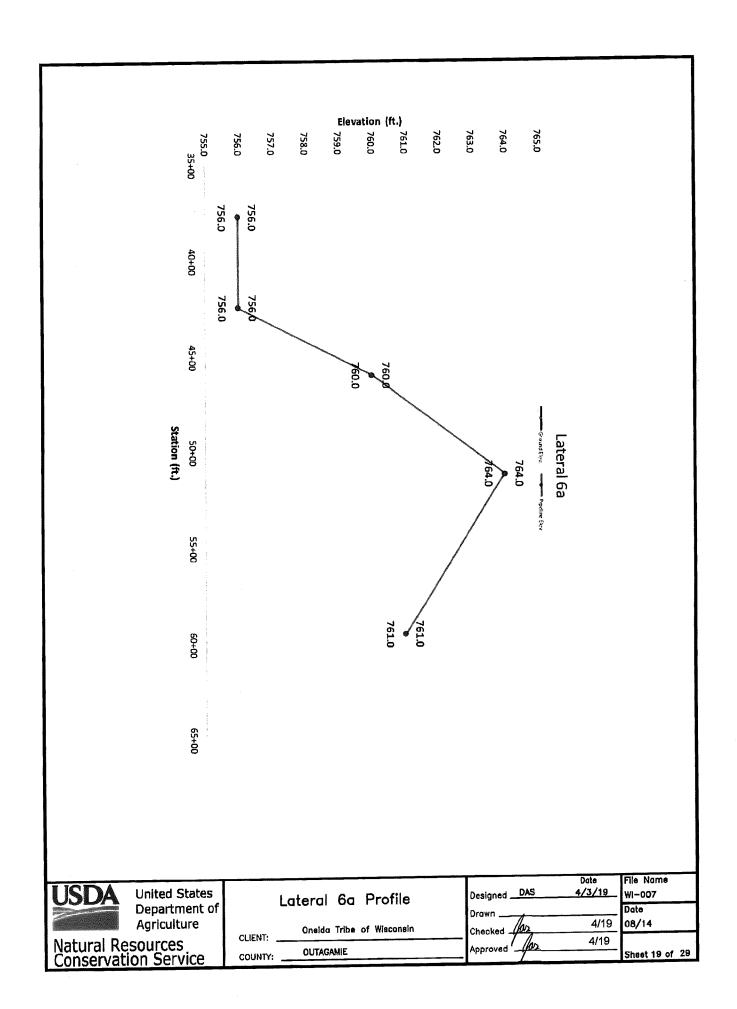


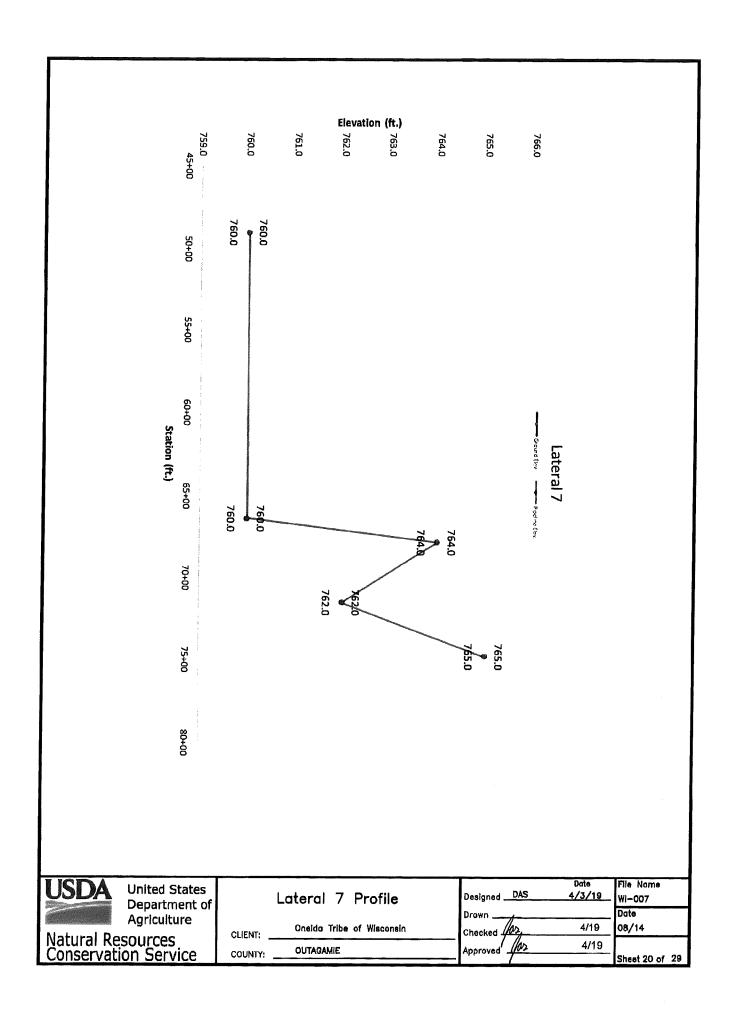


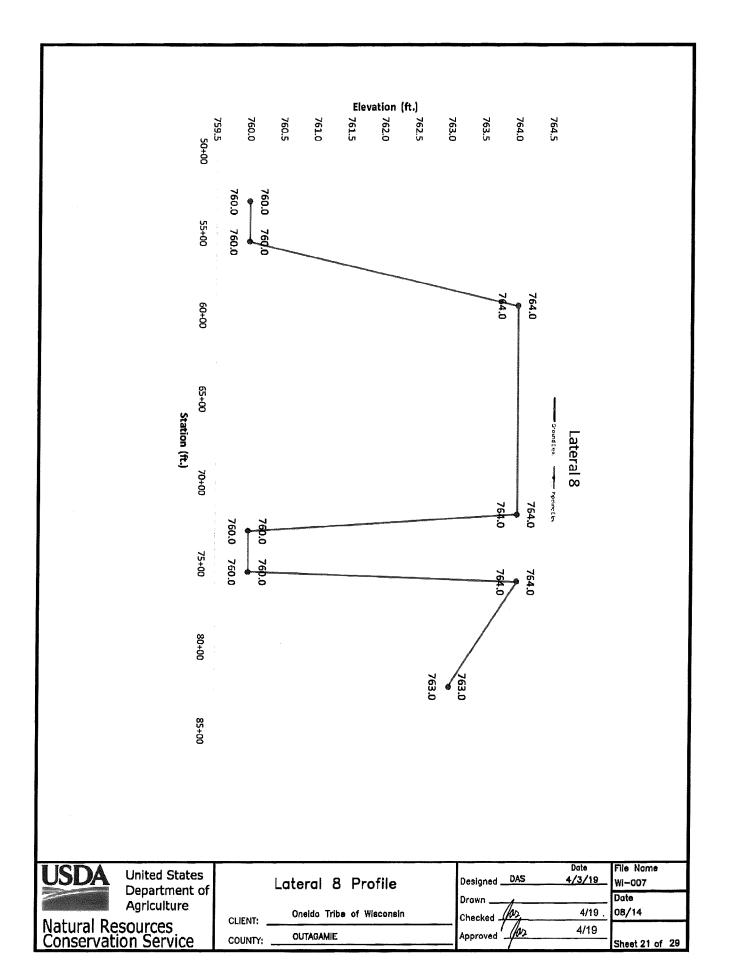


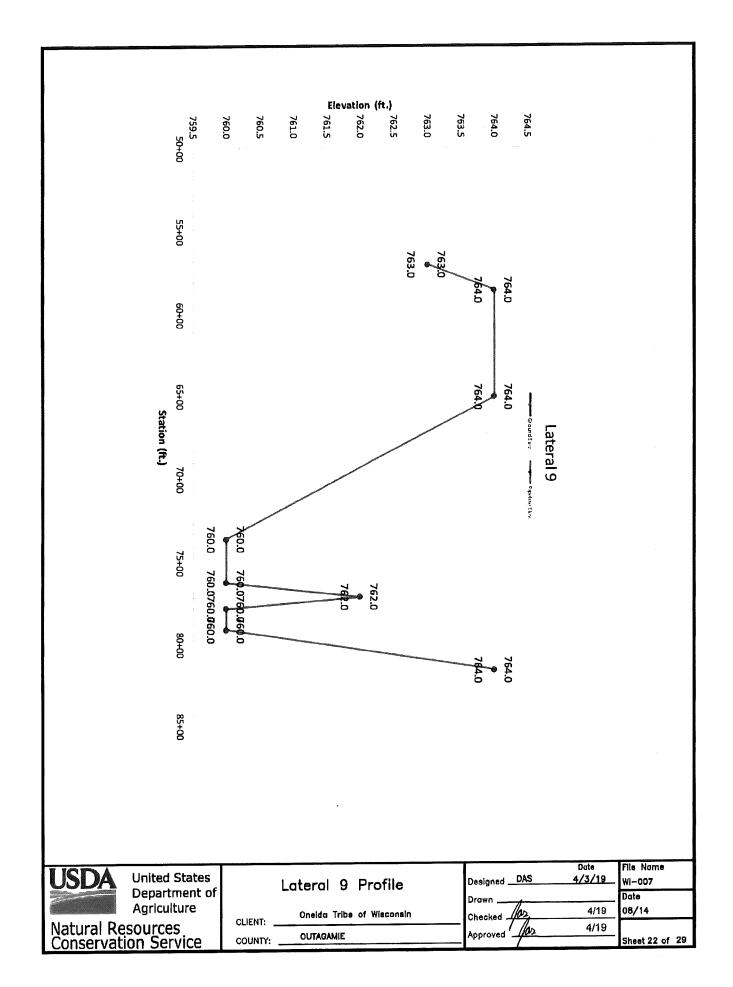


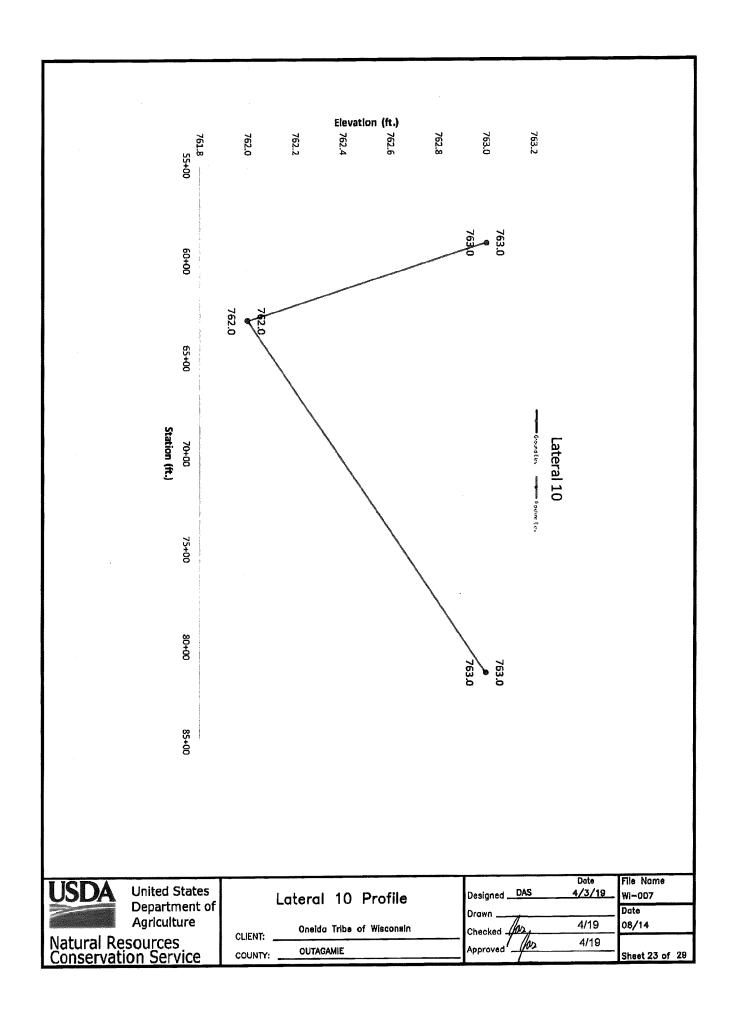


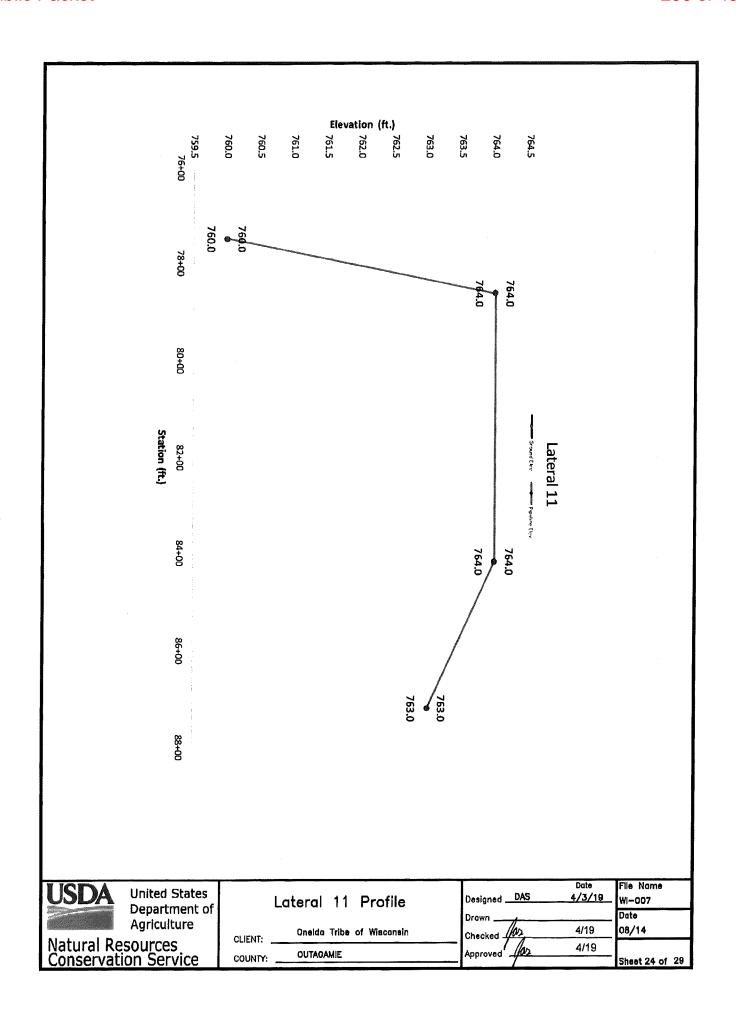


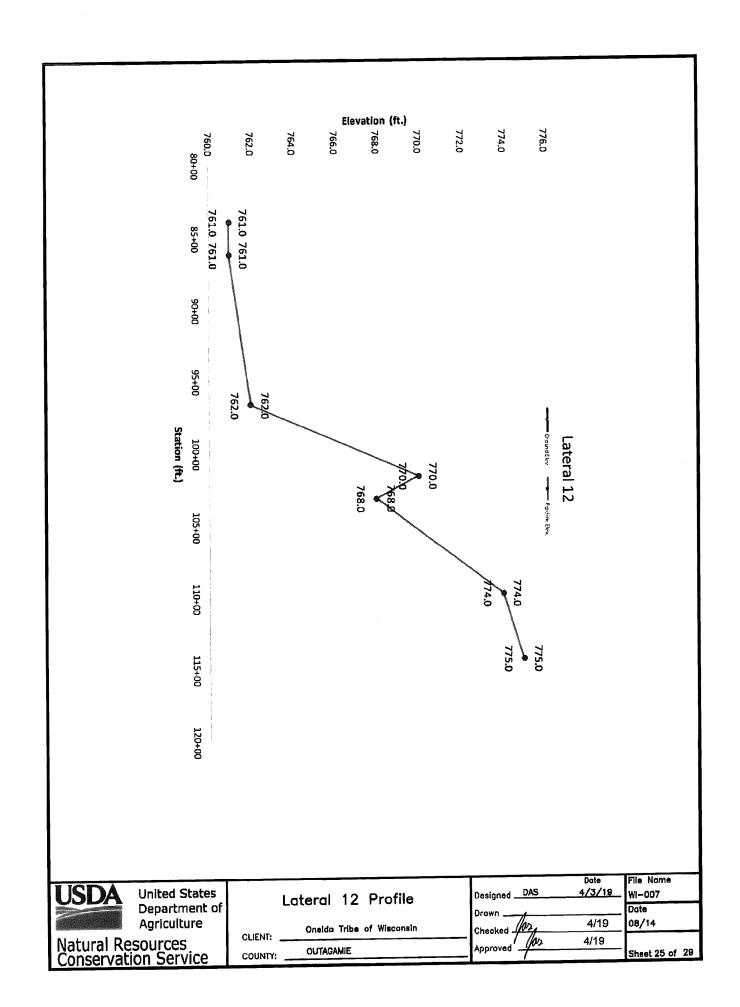


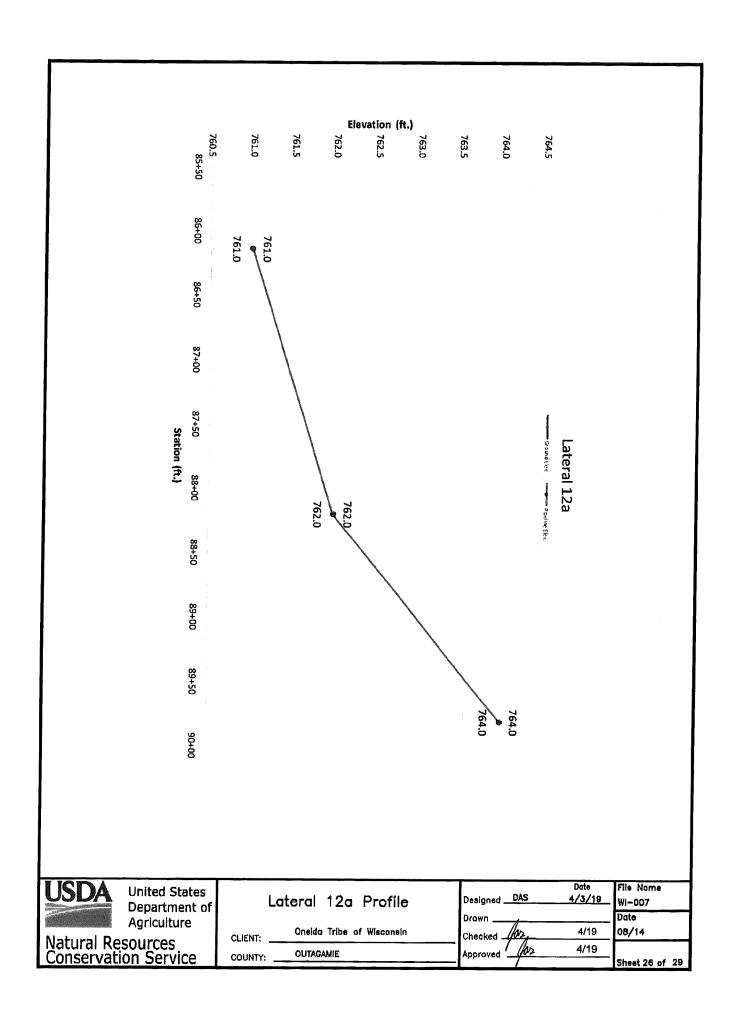


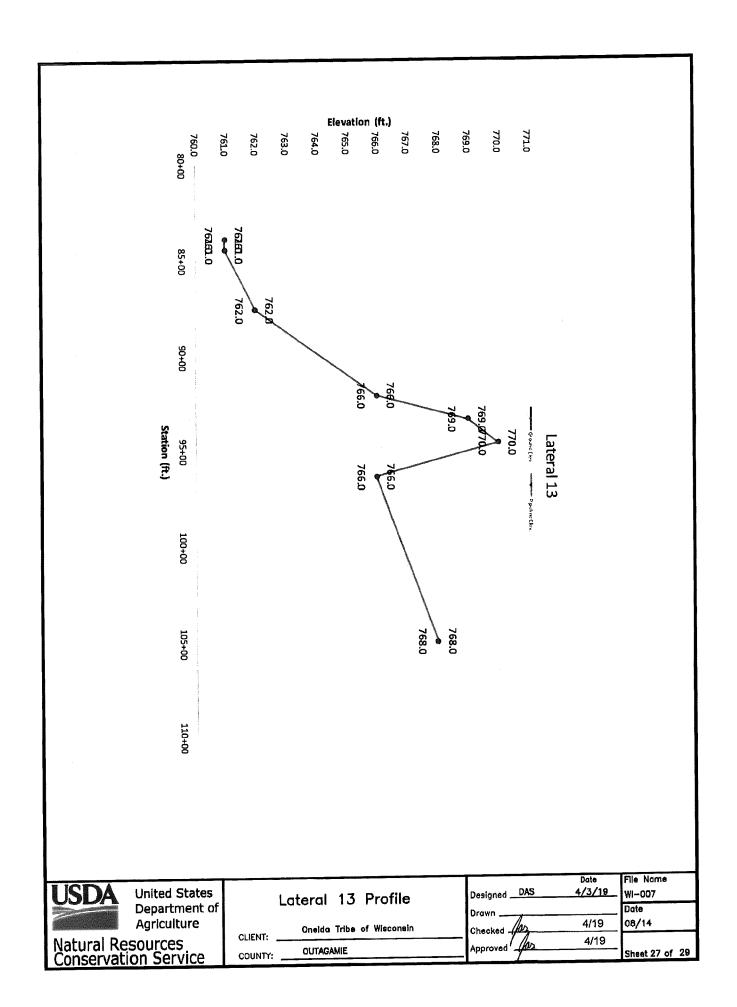


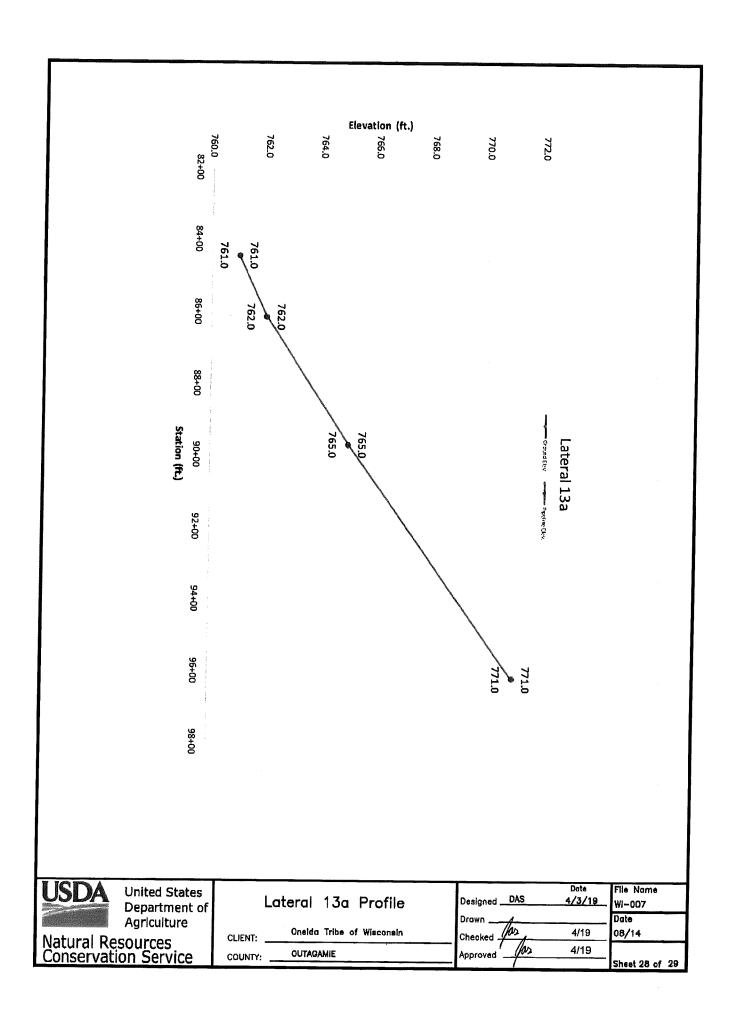












Operation and Maintenance Plan Oneida Pipeline

- Make sure that all valves and air vents are in place and set at the operating condition so they may provide protection to the pipeline.
- Make sure water tank floats, valves, overflows, and drains are in good working order. Repair damaged components as necessary
- Maintain the design depth of cover over the pipeline.
- Limit traffic over the pipeline to areas where the pipeline is buried.
- All system components subject to freezing shall be drained via gravity or compressed air prior to freezing conditions.
- The pipeline system should be filled slowly (i.e. less than 1 foot per second) to prevent entrapment of air or excessive pressures. If low flow filling is not possible, the system shall be open (outlets open) prior to pressurizing.
- Inspect the system frequently and repair leaks immediately.
- Install and maintain fences as needed to prevent livestock damage to the system.
- Check for and remove debris, algae, sludge, or other materials in the watering tank which may restrict the inflow or outflow system.
- Maintain areas adjacent to waterers in a stable, well drained condition to prevent rutting, ponding, and erosion from livestock use.

Landowner signature	:: Date:	
---------------------	----------	--

USDA	nited States	OPERATIONS &	MAINTENANCE	Designed	DAS	Date 4/3/19	File Nam	ė
	Department of Agriculture	. –		Drawn	,	4/19	Date 08/14	***
Natural Reso	ources	CLIENT:	be of Wisconsin	Checked	las	4/10	Sheet 29	of 29
Conservation	n Service 🔝	COUNTY:OUTAGAMIE		Approved	<i>y</i>			

Public Packet

CONTRACT / PURCHASE APPROVAL REQUEST

Contacts

Date	06/13/2019	Requested Review Date	06/14/2019
Requestor's Name	Tammy Skenandore for Carrie Lindsey	Requestor's Phone #	(920) 869-4995 (920) 869-4946
Business Unit Name	Consolidated Health Services	Area Director	Eric Krawczyk
Business Unit Number	164	General Manager	Dr. Vir./Debbie Danforth

Description of Contract ((Include a summary	of the contract as we	ell as benefits associated	from the contract)
---------------------------	--------------------	-----------------------	----------------------------	--------------------

Provide supportive in-home care and personal care services.	
1 Trovide supportive in nome care and personal care services.	

Terms of the Contract

Supplier Name	. Clarity Ca	are		Vendor Number	126625		
Item(s) Purchased				Budgeted Purchase	YES		NO
Total Commitment	\$155,000.0	00		Trade-in/Book Value			
Shipping Costs			Legal Review #	2016-01	18		
ontract Start Date 07/01/2019		Contract End Date	12/31/2019 AUTO RENEW				
Verified Suspension/Del https://www.sam.gov/po o Please include the S any order for more th	ortal/SAM/##1 Sam.gov sear	1	sults for	[YES			
CAP EX Approval	YES	NO	DATE	State License Current (Gaming Specific)	YES	NO	N/A
CAP EX Line Item				Account Number	TTT	-	

Competitive Bid/Sole Source Justification (Include a summary of the selection criteria if other than price)

	Supplier Name	Bid Amount	Indian Preference	Sole Source	
Bidder #1	Clarity Care				
Bidder #2					
Bidder #3					

Summary of selection criteria or sole source justification: Clarity Care is the only vendor that provides the specific services needed and the area in which we need services provided for our current clientele.

Approval / Review Dates		
Legal Review		
Purchasing Review	Acknowl	edgement
Gaming Commission Review	CH Operations Director	CH Medical Director
Finance Committee Approval	abra On for	Subra Dry Port de
Cap-Ex Committee Approval		1

Public Packet

Oneida Comprehensive Health Division

Oneida Community Health Center Behavioral Health Services Anna John Resident Centered Care Community Employee Health Nursing



Date:

June 13, 2019

To:

Finance Committee

Thru:

Debra Danforth, RN, BSN, Comprehensive Health Division Operations Director

Ravinder Vir, MD, Comprehensive Health Division Medical Director

Jeff Carlson, Business Operations Director

From:

Carrie Lindsey, Case Management Program Supervisor

Re:

OCHD FY 19 PO Adjustment (PDM-35011-19-PO)

The Oneida Comprehensive Health Division would like to formally request approval for adjustment to an Open Purchase Order that would increase it above \$45,000 for FY 19. The Family Care Program is under obligation to provide a safe, emotionally stable, homelike and humane environment which encourages a resident's autonomy, addresses a resident's need for physical and emotional privacy and takes a resident's preference and choices and status as an adult into consideration while providing care, services and supervision. Until recently, we had one member placed with this agency. An emergency situation has required another member to be placed with the agency requiring a substantial increase in the purchase order. All funds used for this vendor are approved by the State and Federal Family Care Waiver Program that the participants are eligible for.

We are requesting to increase the existing \$45,000.00 purchase order by an additional \$110,000.00. We are not requesting an increase to the program budget as the costs are already budgeted for with the state approved care plan for participants. The funds are all State and Federal funding approved.

Budgeted	Variance	New Budget
\$45,000.00	(\$110,000.00)	\$155,000.00

We are requesting that these changes be applied to PDM-35011-19-PO (Clarity Care, Inc.).

Clarity Care, Inc. offers the Oneida Family Care Program a full array of community -based residential services for persons with developmental disabilities, physical disabilities, traumatic brain injuries, and mental illness. Their State Licensed Adult Family Homes are designed to house up to four (4) unrelated individuals. AFH residents received care, treatment or services from Clarity Care that are above the level of room and board.

Phone: (920) 405-4492

Fax: (920) 869-1780 Fax: (920) 490-3883 Fax: (920) 869-3238 Fax: (920) 405-4494

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Tammy M. Skenandore

Health Center

FROM: Kelly M. McAndrews, Senior Staff Attorney

Digitally signed by Kelly M. Kelly M. McAndrews
Date: 2019.06.13 10:56:32 -05'00'

DATE: June 13, 2019

RE: Clarity Care Inc.-Second Amendment Use this number on future correspondence:

2016-0118

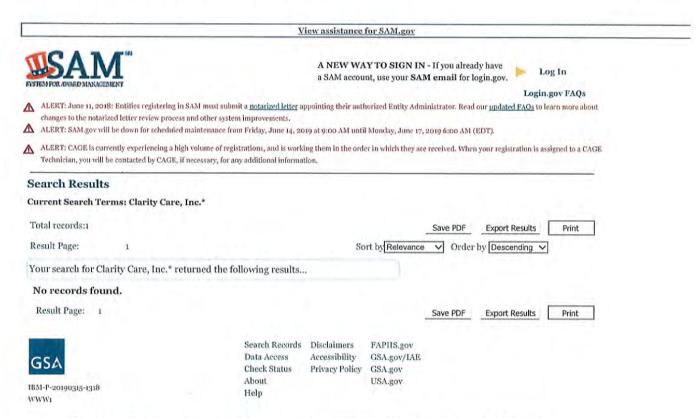
Purchasing Department Use Contract Approved Contract Not Approved (see attached explanation)

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:

Note: This is an adjustment to an Open Purchase Order to increase it above the authorized amount for FY 19. An emergency situation has required an additional placement with this agency (under Family Care) requiring a substantial increase in this purchase order. No increase is requested to the budget as the costs are already budgeted for with the state approved care plan for participants. "The funds are all State and Federal Funding approved."

The document is in appropriate legal form. (Execution is a management decision.)



This is a U.S. General Services Administration Federal Covernment computer system that is "FOR OFFICIAL USE COLLA". This system is subject to monitoring. Individuals found performing usuatherized activities are subject to disciplinary action including criminal prosecution.

Oneida Comprehensive Health Division

Oneida Community Health Center Behavioral Health Services Anna John Resident Centered Care Community Employee Health Nursing



SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT Agreement No. 2016-0118

On February 15, 2016 The Oneida Nation (formerly known as Oneida Tribe of Indians of Wisconsin), through the Oneida Comprehensive Health Division entered into an Independent Contractor Agreement ("original agreement") with Clarity Care, Inc. The original agreement is amended as follows:

- "Oneida Tribe of Indians of Wisconsin" is now known as "Oneida Nation". All
 references to "Oneida Tribe of Indians of Wisconsin" and "Oneida Tribe" are
 deleted and replaced with "Oneida Nation". In places where the word "Tribe"
 appears, it is understood that "Tribe" is a reference to "Oneida Nation".
- 2. The following language in Section C, Consideration, is deleted and replaced with the following:
 - A. Deleted: \$45,000.00
 - B. Replaced with: [\$155,000.00]

THIS SPACE INTENTIONALLY LEFT BLANK

Phone: (920) 405-4492

All other terms and conditions of the original a	greement remain in effect.
IN WITNESS WHEREOF, and agreement her hands and seals on the	eto, the parties have hereunto set their
day of, 2019.	
On behalf of Clarity Care, Inc.	
Heather Petersen Chief Financial Officer	Date
On behalf of the Oneida Nation:	
Eric Krawczyk, Director Community Health Department Oneida Comprehensive Health Division	Date
Ravinder Vir, M.D., Medical Director Oneida Comprehensive Health Division	Date
Debra J. Danforth, RN, BSN	

MEETING FOLLOW-UP NOTICE

Meeting Date: FEB. 4, 2019

The following action has been taken regarding your request to the Finance Committee

FC Meeting Minutes Excerpt of 2/4/19:

VII. NEW BUSINESS:

1. Professional Bull Riders LLC

Louise Cornelius, Gaming Administration

Amount: \$50,000.

Chad Fuss explained this is a joint venture being put forth by Gaming, but costs will be shared via an intertribal billing with Retail and the Radisson; details of the contract were discussed. Initially cost was substantially more and involved several tribal nations; it was noted there is no legal review in the request packet, no cost benefit analysis (ROI), and no written approval from the Gaming GM.

Motion by Jennifer Webster to approve the Professional Bull Riders LLC contract in the amount of \$50,000.00 contingent upon receiving from Retail, Gaming and the Radisson the ROI expected and then after the event the actual measured ROI as well as the legal review. Seconded by Daniel Guzman King. Larry Barton abstained. Motion carried.

These Finance Committee minutes of **Feb. 4, 2019** were officially approved by the OBC on **Feb. 12, 2019.** You may now proceed with payment /provided further information /or other action per the FC motion. If you have any questions call the Finance Office at 869-4325 or e-mail question(s) to <u>FAO@oneidanation.org</u>. Thank You.

FY 2018 FINANCE COMMITTEE



FOLLOW-UP NOTICE Meeting Date: Sept. 4, 2018

The following action has been taken regarding your request to the Finance Committee

FC Meeting Minutes Excerpt of 9/4/18:

- X. FYI and /or THANK YOU:
 - 1. FYI: State of Wisconsin Compact Fees FY19
 Louise Cornelius, Gaming Administration

Motion by Patrick Stensloff to accept as FYI the FY19 State of Wisconsin Compact Fees information. Seconded by Shirley Barber. Motion carried unanimously.

2. FYI: NIGC Quarterly Fees - FY19
Louise Cornelius, Gaming Administration

Motion by Jennifer Webster to accept as FYI the FY19 NIGC Quarterly Fees information. Seconded by Patrick Stensloff. Motion carried unanimously.

These Finance Committee minutes of **Sept. 4, 2018** were officially approved by the OBC on **Sept. 12, 2018**. You may now proceed with payment /provided further information /or other action per the FC motion. If you have any questions call the Finance Office at 869-4325 or e-mail question(s) to <u>FAO@oneidanation.org</u>. Thank You.

Oneida Nation Oneida Gaming Commission-



6/5/19

SFY19 Annual Payment to the State of Wisconsin

Oneida
Gaming
Commission

To: Misty D. Jordan, Controller

From: Matthew W. Denny, OGC Chairman

Date: 06/04/19

The Oneida Gaming Commission received notification and Invoice No.505-0000037554, (Customer No. 0000026421) regarding the annual Net Win Payment due to the State, pursuant to Compact Section XXXII., <u>Payment to the State</u>.

Please find the signatures below for approval to conduct an ACH deposit for the Oneida Tribe of Wisconsin/State of Wisconsin Compact obligation.

The amount is for \$9,004,836.39 (Nine million, four thousand, eight hundred thirty-six dollars and thirty-nine cents) to be paid on or by June 28, 2019.

Oneida Business Committee

Matthew W. Denny, OGC Chairman

Oneida Business Committee

Mark A. Powless Sr., OGC Vice-Chair

Public Packet



311 of 452 STATE OF WISCONSIN

DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor Joel Brennan, Secretary Angela Banks, Division Administrator

June 3, 2019

Matthew W. Denny, Chairman Oneida Gaming Commission P.O. Box 79 Green Bay, WI 54155

RE:

2019 ANNUAL PAYMENT TO THE STATE OF WISCONSIN

Dear Chairman Denny:

The Office of Indian Gaming and Regulatory Compliance (OIGRC) acknowledges receipt of May 16, 2019 correspondence from the Oneida Gaming Commission (Commission) providing confirmation of the SFY 2019 payment spreadsheet and documentation for the SFY 2019 payment deductions. Based upon this information, the OIGRC is notifying the Commission of the electronic transfer of funds in the amount of \$9,004,836.39 to be conducted on June 28, 2019 for the Oneida Tribe of Indians of Wisconsin's SFY 2019 payment to the State of Wisconsin. Invoice #505-0000037554 is attached for your reference.

The payment amount and financial information used to calculate it will be further verified by a future on-site audit. Any necessary adjustments to the payment will be made at that time.

The OIGRC appreciates the cooperation of the Commission in this matter. Should you have any questions or require further information, do not hesitate to contact me at (608) 270-2533.

Sincerely,
OFFICE OF INDIAN GAMING
AND REGULATORY COMPLIANCE

John Dillett Director

cc: Shannon Davis, Chad Fuss, Connie Herlache, Misty Jordan, James Polar, Jean Schuyler, Tammy VanSchyndel

DEPARTMENT OF ADMINISTRATION DRAWER #622 MILWAUKEE WI 53293

BIII To:

INVOICE State of Wisconsin Department of Administration

000005 ONEIDA TRIBE OF INDIANS OF WISCONSIN ¹ PO BOX 79 ONEIDA WI 54155-0079

Invoice No: 505-0000037554

Invoice Date: 5/29/19

Page: 1 of 1

Customer Number:

0000026421

Payment Terms:

NET30

Due Date:

6/28/19

AMOUNT DUE:

9,004,836.39 USD

Amount Remitted

For billing questions, please call 608-270-2547

							Original
Line	Identifier	Description	Project	Quantity	UOM	Unit Amt	Net Amount
1	-11 // / / /			1.00	EA	9,004,836.39	9,004,836.39

The payment due pursuant to the most recent Amendments to the State of Wisconsin/Oneida Tribe of Indians of Wisconsin Compact.

Pursuant to Section XXXII., Payment to the State., On or before June 30, 2006, and on or before June 30 of each succeeding year, the Nation shall make a payment to the State ("Annual Payment") which shall constitute a percentage of net win from Class III gaming conducted pursuant to this Compact and shall be determined in accordance with the following schedule: 2012 and thereafter – 4.5% of net win for the previous fiscal year. Beginning in 2008, the Tribe may deduct the first \$1,500,000 from the annual payment to the State if the amount is paid to local units of government pursuant to service agreements, and by the amount of any unused credit for previous years.

The payment amount and financial information used to calculate the payment will be further verified by a future onsite audit. Any necessary adjustments to the payment will be made at that time. An electronic transfer of funds will be conducted on June 28, 2019 for payment.

Subtotal:

9,004,836.39

Amount Due:

9,004,836.39

Public Packet 313 of 452

Oneida Business Committee Agenda Request

Accept the May 9, 2019, regular Quality of Life Committee meeting minutes

1. Meeting Date Requested: 07 / 10 / 19	
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:	
Agenda Header: Standing Committees	
 ☐ Accept as Information only ☑ Action - please describe: 	
Motion to accept the May 9, 2019 Quality of Life meeting minutes.	
3. Supporting Materials Report Resolution Contract Other:	
1. 5/9/2019 QOL Meeting Minutes 3.	
2.	
☐ Business Committee signature required	
4. Budget Information ☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted	
5. Submission	
Authorized Sponsor / Liaison: Brandon Stevens, Vice-Chairman	
Primary Requestor/Submitter: Aliskwet Ellis, Recording Clerk/BC Support Office Your Name, Title / Dept. or Tribal Member	
Additional Requestor: Name, Title / Dept.	
Additional Requestor: Name, Title / Dept. Name, Title / Dept.	

Public Packet 314 of 452



Quality of Life Committee

May 9, 2019, 8:30 a.m. BC-ECR

Minutes

Present: Daniel Guzman-King, Kirby Metoxen, Ernest Stevens III

Other Present: Dr. Vir, Aliskwet Ellis

I. Call to Order and Roll Call

Meeting called to order by Ernest Stevens III at 8:50 a.m.

II. Approval of the Agenda

Motion by Daniel Guzman-King to approve the agenda, seconded by Kirby Metoxen. Motion carried unanimously.

III. Approval of Meeting Minutes

A. April 11, 2019, Quality of Life meeting minutes

Motion by Kirby Metoxen to approve the April 11, 2019 meeting minutes, seconded by Daniel Guzman-King. Motion carried unanimously.

IV. Unfinished Business

V. New Business

A. FY19 2nd Quarter Report – Ernie Stevens III

Motion by Kirby Metoxen to accept the Quality of Life FY19 2nd Quarter Report, seconded by Daniel Guzman-King. Motion carried unanimously.

VI. Reports

A. Tribal Action Plan

Motion by Daniel Guzman-King to accept the update on the Tribal Action Plan, seconded by Kirby Metoxen. Motion carried unanimously.

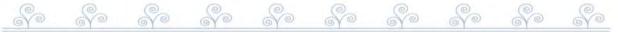
B. Environmental Issues – Daniel Guzman-King

Motion by Daniel Guzman-King to accept the Environmental Issues update and to schedule a Quality of Life work meeting with the Environmental team regarding environmental issues and rights of nature to develop a timeline and plan to bring back to June Quality of Life meeting, seconded by Kirby Metoxen. Motion carried unanimously.

C. Trauma Informed Care Training Report – Daniel Guzman-King

Motion by Kirby Metoxen to accept the Trauma Informed Care Training Report as FYI, seconded by Daniel Guzman-King. Motion carried unanimously

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VII. Additions

VIII. Adjourn

Motion by Kirby Metoxen to adjourn at 9:46 a.m., seconded by Daniel Guzman-King. Motion carried unanimously.

Public Packet 316 of 452

Oneida Business Committee Agenda Request

Approve the travel report - Chairman Tehassi Hill and Secretary Lisa Summers - National Congress of...

1. Meeting Date Requested: 07 / 10 / 19		
2. General Information:		
Session: Open Executive - See instructions for the applicable laws, then choose one:		
Agenda Header: Travel Report		
Agenda Headel. Haver hepore		
☐ Accept as Information only		
X Action - please describe:		
Chairman Hill and Secretary Summers, attended NCAI, Oct. 22-26, 2018.		
Accept travel report		
3. Supporting Materials		
⊠ Report □ Resolution ⊠ Contract □ Other: □		
1. Travel Report 3.		
1. Traver report		
2. 4.		
☐ Business Committee signature required		
4. Budget Information		
☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted		
5. Submission		
Authorized Sponsor / Liaison: Tehassi Hill, Chairman		
Primary Requestor/Submitter: Danelle Wilson, Chairman's Assistant		
Your Name, Title / Dept. or Tribal Member		
Additional Requestor: Lisa Summers, Secretary		
Name, Title / Dept.		
Additional Requestor: Name, Title / Dept.		

Public Packet 317 of 452

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for: Tehassi Hill Lisa Summers

Travel Event:	National Congress of American Indians Conference		
Travel Location:		Denver, CO	
Departure Date:	10/22/2018	Return Date:	10/26/2018
Projected Cost:	\$2,443.10	Actual Cost:	\$\$2,843.34
Date Travel was Approved by OBC:		09/12/2018	

Narrative/Background:

Secretary Summers and I attended several different tracts ranging from taxation to economic development to health care. Much of the information that was gathered was already shared with areas/Division directors. There were several excellent speakers during the General Assemblies. While in Colorado we were able to visit a legal Hemp farm in production for CBD.

Secretary Summer's projected cost was \$2,660.10 and actual cost was \$2,734.10.

Item(s) Requiring Attention:

Click here to enter text.

Requested Action:

Accept travel report

Public Packet 318 of 452

Oneida Business Committee Agenda Request

Approve the travel report - Chairman Tehassi Hill - Opioid Litigation Briefing - Atlanta, GA - February 14,...

1. Meeting Date Requested: 7 / 10 / 19	
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:	
Agenda Header: Travel Report	
 ☐ Accept as Information only ☒ Action - please describe: 	
Approve the travel report	
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: Tehassi Hill, Chairman	
Primary Requestor/Submitter: Your Name, Title / Dept. or Tribal Member	
Additional Requestor: Name, Title / Dept.	
Additional Requestor: Name, Title / Dept.	

Public Packet 319 of 452

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for:	Tehassi Hil	I	
Travel Event:	Opi	ioid Litigation Briefing]
Travel Location:		Atlanta, GA	
Departure Date:	02/14/2019	Return Date:	02/14/2019
Projected Cost:	\$66.00	Actual Cost:	\$66.00
Date Travel was App	proved by OBC:	02/28/2019	

Narrative/Background:

I attended the Opioid Litigation Briefing. The information and strategy was highly confidential, as this continues to be before the court.

<u>Item(s) Requiring Attention:</u>

Click here to enter text.

Requested Action:

Accept Travel Report

Public Packet 320 of 452

Approve the travel report - Chairman Tehassi Hill, Secretary Lisa Summers, and Council Tennfier.

BUSINESS COMMITTEE TRAVEL REPORT

Travel Report for:

Tehassi Hill
Jennifer Webster
Lisa Summers

Travel Event:	Midwest A	Alliance of Sovereign	Tribes
Travel Location:		Washington, DC	
Departure Date:	03/05/2019	Return Date:	03/08/2019
Projected Cost:	\$2,079.57	Actual Cost:	\$2,249.21
Date Travel was Approved by OBC:		01/23/2019	

Narrative/Background:

Secretary Summers, Councilwoman Webster and myself attended MAST in Washington DC. Information gathered has already been disseminated. While in DC we made several Hill Visits relaying Oneida's postions and interests. I feel the Hill Visits went well and were well received.

Councilwoman Webster's projected cost was \$2,127 and actual cost was \$1,901.56 Secretary Summer's projected cost \$2,107.38 and actual cost was \$1,789.27

Item(s) Requiring Attention:

Click here to enter text.

Requested Action:

Accept travel report

Public Packet 321 of 452

Oneida Business Committee Agenda Request

1.	Meeting Date Requested:	<u>07 / 10 / 19</u>	
2	General Information:		
•		utive - See instructions for the applicable laws, then choose one:	
	Agenda Header: Travel Repor	t	
	Accept as Information only		
	Accept as Information only		
	Action - please describe:		
	Chairman Hill, Secretary S in Washington, D.C.	Summers, and Councilwoman Webster attended MAST 03/05/19-03/08/19,	
	in Washington, 2.0.		
	Accept travel report		
3.	Supporting Materials		
Other:			
1. Travel Report 3.			
	2.	4.	
	Business Committee signatu	re required	
4	Budget Information		
•	☐ Budgeted - Tribal Contributi	on 🔲 Budgeted - Grant Funded 🔲 Unbudgeted	
5.	Submission		
•			
	Authorized Sponsor / Liaison:	Tehassi Hill, Chairman	
	·		
	Primary Requestor/Submitter:	Danelle Wilson, Chairman's Assistant	
		Your Name, Title / Dept. or Tribal Member	
	Additional Requestor:	Lisa Summers, Secretary	
		Name, Title / Dept.	
	Additional Requestor:	Jennifer Webster, Councilwoman	
		Name, Title / Dept.	

Public Packet 322 of 452

Oneida Business Committee Agenda Request

Approve the travel report - Chairman Tehassi Hill - Moot court and oral arguments Texas ICWA appeal -..

1. Meeting Date Requested: 07 / 10 / 19			
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:			
Agenda Header: Travel Report			
 ☐ Accept as Information only ☒ Action - please describe: 			
Chairman Hill attended an ICWA Testimony, March 12-13, 2019, in New Orleans			
Accept travel report			
3. Supporting Materials Report Resolution Contract Other:			
1. Travel Report 3.			
2. 4.			
☐ Business Committee signature required			
4. Budget Information			
 □ Budgeted - Tribal Contribution □ Budgeted - Grant Funded □ Unbudgeted 			
5. Submission			
Authorized Sponsor / Liaison: Tehassi Hill, Chairman			
Primary Requestor/Submitter: Danelle Wilson, Chairman's Assistant Your Name, Title / Dept. or Tribal Member			
Additional Requestor:			
Name, Title / Dept. Additional Requestor: Name, Title / Dept.			

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BUSINESS COMMITTEE TRAVEL REPORT



rraver Report for:	Tenassi Hil	I	
Travel Event:		ICWA Testimony	
Travel Location:		New Orleans	
Departure Date:	03/12/2019	Return Date:	03/13/2019
Projected Cost:	\$1,174.03	Actual Cost:	\$1,162.93
Date Travel was App	oroved by OBC:	02/27/2019	_

Narrative/Background:

Troval Donort for.

I attended the Federal District Court hearing, listened to all the agruments and questions asked from the Judges. The three other Tribes involved in the case were also present. After the hearing was over, I did a brief interview with a few reporters. I also attended a quick debrief with some of the legal team and the PR firm.

Item(s) Requiring Attention:

Click here to enter text.

Requested Action:

Accept travel report

Approve the travel report - Vice-Chairman Brandong Stevens and Councilman David P. Jordan - 2019... Oneida Business Committee Agenda Request

1. Meeting Date Requested:	07 / 10 / 19	
2. General Information:		
기가 들이 많은 이 맛있었다. 아이들은 아이들은 것이 같은 말이 없는 것이 되었다.	ecutive - See instructions for the applicable laws, then choose one:	
Agenda Header: Travel Repo	ort	
☐ Accept as Information only		
Action - please describe:		
	vice Chairman Stevens and Councilman David Jordan - NIGA Annual Membership Gaming Conference and Tradeshow - San Diego, California 3/31/2019 - 4/5/19.	
3. Supporting Materials ☑ Report ☐ Resolution ☐ Other:	Contract 3.	
2.	4.	
17.30 [.404.80]		
☐ Business Committee signatu	ure required	
4. Budget Information		
☐ Budgeted - Tribal Contribut	ion Budgeted - Grant Funded Dubudgeted	
5. Submission		
Authorized Sponsor / Liaison:	Brandon Stevens, Vice-Chairman	
Primary Requestor/Submitter:	David Jordan, Councilman	
, initially residues to a submittee.	Your Name, Title / Dept. or Tribal Member	
Additional Requestor:		
Transmitted transmitter	Name, Title / Dept.	
Additional Requestor:		
	Name, Title / Dept.	

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BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for: David Jordan **Brandon Stevens**

Travel Event: NIGA Trade show and Convention 2019

Travel Location: San Diego, CA

Return Date: Departure Date: 04/05/2019 03/31/2019

BYS/\$477.30

BYS/\$477.30 **Projected Cost: Actual Cost:** DJ/\$3,397.54 DJ/\$3,274.10

Date Travel was Approved by OBC: 01/23/2019

Narrative/Background:

The National Indian Gaming Association hosted the annual membership meeting at NIGA's 2019 Indian Gaming Conference and Tradeshow, NIGA holds these membership meetings to provide Tribal leaders with current information on regulatory issues affecting Indian Country.

Five resolutions were passed during the conference and copies can be provided if need be:

National Indian Gaming Association Resolution 05-SAN-BOD-4-4-19 Calling on the U.S. Congress and the Administration to support immediate enactment of a tenchical amendment which expressly excludes the transfer of tribal funds by a tribal government or tribal minor's trust to tribal members from all of the "kiddie tax".

National Indian Gaming Association Resolution 04-SAN-BOD-4-4-19 To continue to support the recognition of the inherent authority of the Tribal Gaming Regulatory Authorities to classify and regulate social and charitable games on their Indian lands.

National Indian Gaming Association Resolution 03-SAN-BOD-3-31-19 Support for Federal Legislation to Address Supreme Court's Misguided Carcieri decision and protect Existing Tribal Trust Lands

National Indian Gaming Association Resolution 05-SAN-BOD-3-31-19 Calling on Congress to establish the Deputy Secretary for Indian Nations and the National Counsil on Native Nations to Honor Indian Self-Governemnt, Self-Determination and Treaty rights on a Nation-to-Nation Basis.

National Indian Gaming Association Resolution 01-SAN-BOD-3-31-19 To Affirm and protect Tribal Sovereign Immunity, Encourage the Establishment of Tribal Government Risk Management Pools and Dispute and Claims Resolution processes.

Item(s) Requiring Attention:

N/A

Requested Action:

Accept Travel Report for Vice-Chairman Brandon Stevens and Councilman David Jordan.

Public Packet 327 of 452

Oneida Business Committee Agenda Request

Approve the travel report - Chairman Tehassi Hill - National Republican Campaign Committee event -...

1. Meeting Date Requested: 07 / 10 / 19
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Travel Report
 ☐ Accept as Information only ☑ Action - please describe: Chairman Hill attended President Trump's Policy Panel, April 1-3, 2019 in Washington, D.C. Accept travel report
3. Supporting Materials Report Resolution Contract Other: 1. Travel Report 3.
2. 4.
☐ Business Committee signature required
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Tehassi Hill, Chairman
Primary Requestor/Submitter: Danelle Wilson, Chairman's Assistant Your Name, Title / Dept. or Tribal Member
Additional Requestor: Name, Title / Dept.
Additional Requestor: Name, Title / Dept.

Public Packet 328 of 452

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for:	Tehassi Hil	I	
Travel Event:	Pres	ident Trump Policy Pa	anel
Travel Location:		Washington, DC	
Departure Date:	04/01/2019	Return Date:	04/03/2019
Projected Cost:	\$1,652.00	Actual Cost:	\$1,721.81
Date Travel was App	proved by OBC:	03/37/2019	

Narrative/Background:

While on travel to DC for the Policy Panel, I had the opportunity to meet with Congressman Gallagher and several other Republicans before the Policy Panel. Several topics were covered by the panel, mostly discussion on how to beat the Democrats in the 2020 election. I attended the evening dinner where I had a chance to visit with some interesting Congressman.

Item(s) Requiring Attention:

Click here to enter text.

Requested Action:

Accept Travel Report

Approve the travel rep Onetida Business Committee Aganda Request te/Tribal Consultations - Bayfield

1. Meeting Date Requested: 07 / 10 / 19
2. General Information: Session: ☑ Open ☐ Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Travel Report
☐ Accept as Information only ☐ Action - please describe:
Approve travel report for Councilwoman Webster's travel to Bayfield/Red Cliff, WI on 5/6/19 - 5/8/19.
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: Jennifer Webster, Council Member
Primary Requestor/Submitter: Your Name, Title / Dept. or Tribal Member
Additional Requestor: Name, Title / Dept.
Additional Requestor: Name, Title / Dept.

Public Packet

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for:	Jennifer Webster
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Travel Event:	State/Tribal Consultations		
Travel Location:	I	Bayfield/Red Cliff, WI	
Departure Date:	05/06/2019	Return Date:	05/08/2019
Projected Cost:	\$287.50	Actual Cost:	\$332.50
Date Travel was App	roved by OBC:	04/24/2019	

Narrative/Background:

At the request of IGAC April 24, 2019 report to the BC, The Wisconsin Department of Health Services, Department of Corrections and Department of Children and Families held their Tribal Consultations in Bayfield/RedCliff, WI May 6-8, 2019. I attended on behalf of Oneida Nation to hear updates on all 3 department areas. Attached to this report is all 3 agenda's:

DOC

DHS

DCF

Department of Corrections (DOC): Kevin A. Carr is Governor Evers' Secretary-desginee. The dept employs approx. 10,000 employees and consists of four separate divisions: Adult Institutions , Community Corrections, Juvenile Corrections and Management Services.

Department of Health Services (DHS): Andrea Palm is Governor Ever's Secretary for DHS. Governor Evers proposed budget for expansion of medicare programs for improved access to services includes investmenst in behavorial health, dental therapist providers, psychiatric services, community health workers, substance use disorder providers, lead prevention impacts, long term care, mental health and dementia. The budget includes 37 million dollars for community mental health crisis systems. Wisconsin counties are 100 percent responsible for the community mental health services, but many times there unpredictability at the county level in the ability to provide mental health services, substance use disorder services or dementia

services. The infusion of 37 million dollars will help provide operational support for county services. Tribal request is for direct funding versus having to access services thru the county system. Another update is DHS is moving to DocuSign for 2020 for all contracts, all contracts materials needing signature will be sent electronically. Secretary Palm expressed commitment to a relationship with all the Wisconsin tribes and formally worked for DHHS under President Barack Obama and former health policy advisor to then-US Sen. Hillary Clinton. She has also spend time in Oneida visiting the Oneida Health Center this spring.

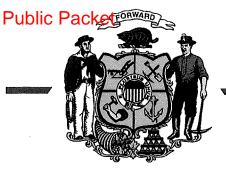
Department of Children & Families (DCF): Emilie Amundson is Governor Ever's Secretary for DCF and also has made a commitment a relationship with Wisc tribes. With the opiod epidimeic, most workers are working in crisis mode across the state so the state is working to improve Tele-Health. There is a new iniative in foster care area for the families that includes planned respite care for the foster care family Camps include scholarships for the whole family to attend. The Division of Early Childcare & Education (DECE) is working on trying to professionalize child care workers as workers are low wage issue across the country. The Child Care Development fund (CCDF) grants are due Sept. 6. Oneida is currently developing their 2020-2022 plan that focuses on the importance of health and safety and high quality child care. This grant is a funding source for child care subsidies to help eligible low-income working families accesss child care and to improve the quality of child care for all children. I have also included the Department of Children & Families Tribal Consultation Action Plan for May 2018 to May 2019.

Item(s) Requiring Attention:

Continue to participate in Tribal Consultations

Requested Action:

Approve the report



Wisconsin Department of Corrections Governor Tony Evers | Secretary Kevin A. Carr

Office of the Secretary Tribal Liaison

> 2019 Annual Tribal Consultation May 7, 2019 9:30am to Noon **Legendary Waters Conference Center** Red Cliff, WI

Welcome and Opening Remarks

Rick Peterson, Chairman

Red Cliff Band of Lake Superior Chippewa Indians

Kevin A. Carr, DOC Secretary-designee

Introductions

ΑII

Tribal Liaison Updates

Melissa Roberts, DOC Tribal Liaison

Act 185 Update

Shelby McCulley, Juvenile Corrections

Opioid Toolkit

Lance Wiersma, Community Corrections

Religious Practices

Makda Fessahaye and Kelli West, Adult Institutions

Open Discussion/Q&A

Αll



Lauran hour

2019 Mid-Year Tribal Consultation Meeting

Red Cliff Band of Lake Superior Chippewa Legendary Waters Resort 37600 Onigamiing Dr. Bayfield, WI 54814 May 7, 2019 12 p.m.-5:00pm

12:00 p.m. Registration Open—Lunch Provided

12:45 p.m. Invocation-Red Cliff Representative

1:00 p.m. Welcome and Opening Remarks

- Richard Peterson, Chairman Red Cliff Band of Lake Superior Chippewa
- Andrea Palm, Secretary, Wisconsin Department of Health Services

Introductions

- Lac du Flambeau
- Bad River
- Ho-Chunk Nation
- Lac Courte Oreilles
- Menominee
- Oneida
- Potawatomi
- Red Cliff

- Sokaogon
- St. Croix
- Stockbridge Munsee
- Great Lakes Inter-Tribal Council
- DHS
- Other Agencies

1:10 p.m.

State Budget:

DHS Fiscal and Contract Update: FFY 2020 Contract:

1:30 p.m.

DHS- Division of Medicaid Services

- Medicaid and Health Care Update
 - o 1115 Childless Adult Waiver
 - o CMS SHO Letter
- Long-Term Care Update
 - Waiver Renewals; Family Care and IRIS
 - Tribal Family Care Update
 - Tribally Operated Waiver-Update (Tribal Representatives)
 - Money Follows the Person-Tribal Initiative

2:45 p.m.

Division of Care and Treatment Services/Mental Health and Substance Abuse Update

Opioid Treatment and Services



- State Opioid Response
- Comprehensive Community Services
- Adolescent Treatment Facility
- Ch. 34 Crisis Services
- Grant Funding Opportunities
 - Urban Rural Women's Grant

4:00 p.m.

Division of Public Health

State Health Assessment/State Health Improvement Plan

4:30 p.m.

Consultation Topics for Year-End 2019

4:45 p.m.

Adjourn

Topics requested from the tribes at 2018 Year-end Consultation Meeting

- Dementia Care Funding
- Supervised Release Program
- Sobriety and Recovery
- Prevention Funds/Programming for 25 years old and older
- Medicaid-Eliminate Cost Shares, Long Term Care

Wisconsin Department of Children and Families Tribal Consultation Host: Red Cliff Tribe Legendary Waters, Bayfield, WI May 8, 2019

AGENDA

DRAFT

8:00 am

Breakfast (provided)

8:30 pm

Welcome and Introductions

- TBD, Red Cliff
- Secretary Emilie Amundson
 - o Suggested Agenda Changes/Additions

OFFICE OF THE SECRETARY

- Tribal Liaison Stephanie Lozano
 - o Review 2018 Action Plan Items
- Assistant Secretary Danielle Melfi
 - o Budget Updates

DIVISION OF SAFETY AND PERMANENCE

- Wendy Henderson, Administrator
 - o Child Welfare

DIVISION OF MILWAUKEE CHILD PROTECTIVE SERVICES

- Charmian Klyve, Administrator
 - o Milwaukee Child Welfare

DIVISION OF EARLY CARE & EDUCATION

- Erin Arango-Escalante, Administrator
 - o Child Care/SHARES

DIVISION OF FAMILY & ECONOMIC SECURITY

- Connie Chesnik, Administrator
 - o Bureau of Child Support
 - o Bureau of Working Families

DIVISION OF MANAGEMENT SERVICES

- Robert Nikolay, Administrator
 - o Family Service Program plan process for FY 2020

Round Table Discussion - Secretary Amundson

• Initiatives, issues, and follow-up

Summary & Next Steps - Stephanie Lozano

12:00 pm

Adjourn

Department of Children and Families Tribal Consultation Action Plan May 2018 to May 2019

This Action Plan is the result of the May 31, 2018 Department of Children and Families Tribal Consultation Meeting. The plan is a set of mutually agreeable strategies to address issues of interest to Tribes. The Department and the Federally recognized Tribes headquartered in Wisconsin agree to collaborate on these strategies and provide staff support as required to successfully achieve these outcomes by May 2019.

Item 1: Partner with the Wisconsin Department of Health Services regarding the meth and opioid treatment needs for the tribes.

Responsible Party: DCF Tribal Liaison – Stephanie Lozano, in collaboration with the Wisconsin Department of Health Services

History:

At the 2018, Tribal Consultation Meeting, tribes requested additional assistance in addressing the opioid and methamphetamine problems in their communities. DCF agreed to partner with DHS to see what other resources and services are available.

Outcome/Update:

DCF is aware that the methamphetamine and opioid crisis has impacted several service providing agencies across the state and in Indian country, especially those agencies serving children and families. Since the 2018 consultation, DHS has provided several resources to the eleven Sovereign Nations headquartered in Wisconsin. These resources include the following:

- DOJ "A Dose of Reality" for Native American Communities: https://doseofrealitywi.gov/get-support/native-american-communities/ information provided on 06-01-2018
- Information on SAMHSA's Tribal Opioid Response grant https://www.samhsa.gov/grants/grant-announcements/ti-18-016 information provided on 06-22-18
- 2nd Annual DHS Opioid Forum was held on March 19-20, 2019, in Green Bay, WI Invitations and reminders were sent to tribal partners on 2/7/19, 2/14/19, and 2/22/19

Treatment development is typically done by local agencies. The role of DHS and DCF is to provide funding and/or regulations, depending on the targeted clientele. DCF remains committed to collaborating with DHS and tribes in an ongoing effort to identify and bring awareness of available treatment resources.

As DHS and DCF continue in their collaborative relationship, our respective department leadership have begun to identify areas of future collaboration to ensure that we are collectively meeting the needs of Wisconsin's Children, Families, and service providers. A few of the topics that have been identified are:

- Federal Family First Prevention Services Act
- Care4Kids expansion and Integrated Care for Kids grant
- Opioid Issues and the development of a family-based residential AODA program
- Collaboration on programs like Birth-to-Three, Children's Long Term Support Services, rate increases for mental health service providers, and crisis intervention benefits.
- Shared IT systems (e.g.: CARES) to create a more cooperative and collaborative approach

Resources:

Item 2: Provide list of SAMHSA Evidence Based Practices

Responsible Party: DCF Tribal Liaison – Stephanie Lozano and Division of Safety and Permanence Administrator – Fredi Bove

History:

DCF agreed to provide the list of SAMHSA Evidence Based Practices to the tribes as future grant opportunities may require the utilization of evidence based practice models or programs.

Outcome/Update:

Information regarding SAMHSA's list of Evidence Based Practices was provided to all tribes along with the Tribal Consultation Action Plan on 08-20-18.

Resources: https://www.samhsa.gov/nrepp

Item 3: eWiSACWIS Contract Review

Responsible Party: Division of Safety and Permanence – Tania Cornelius

History:

At the 2018 Tribal Consultation Meeting, it was requested that DCF look at the language in the tribal eWiSACWIS contracts. Tribes must comply with the federal Native American Children's Safety Act and the Family Violence Prevention Act which requires background checks for workers, foster parents and household members. The background checks must also include a child abuse and neglect check. There is concern that the tribal eWiSACWIS contract limits the tribes' ability to access records only to cases where they are a party.

Outcome/Update:

Draft language was proposed to the Intertribal Child Welfare Directors on March 27, 2019.

DCF has proposed the following edits to Appendix A:

- Update "Bureau of Milwaukee Child Welfare" to "Division of Milwaukee Child Protective Services": reflects changes to the department's organizational structure.
- Update "Special Needs Adoption Program" to "Public Adoptions Program": reflects updated program name.
- Added a bullet "To view child welfare information for background checks as required by the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. § 3207 et seq. or for background checks as required under 42 U.S.C. Title IV-E."
- Update "Indian Child Welfare Consultant" to "Tribal Affairs Specialist": reflects the change in position title.

Next steps: DCF will send the draft agreement to the tribal attorneys, tribal leaders, or their designee, for review and feedback. Once agreement has been reached, the final document will be routed for signature through Docusign.

Resources: Tribal Agreement on Access to eWiSACWIS

Item 4: TANF Plan

Responsible Party: Division of Family and Economic Security in collaboration with the DCF Tribal Liaison – Stephanie Lozano

History:

At the 2018 Tribal Consultation Meeting, DCF agreed to provide the tribes with the draft TANF plan and the dates for the public comment period. Administrator Chapin also offered to meet with any interested tribe during the public comment period to gather their feedback regarding the plan.

Outcome/Update:

Emails were sent to the tribal leaders on September 17, 2018 and October 8, 2018 with the link to the State FFY 2019-2020 TANF Plan.

Resources: https://dcf.wisconsin.gov/w2/researchers/state-plans

Item 5: Foster Parent Training

Responsible Party: Division of Safety and Permanence – Tania Cornelius in collaboration with the Wisconsin Child Welfare Professional Development System, the ICW Directors, and the Tribal Placement Home Coordinators

History:

The tribes expressed a need for specialized training for their foster parents. They feel that their foster parents could use more information on how to care for high needs children, children affected by drugs, and adolescents who have experienced trauma.

Outcome/Update:

The DCF Tribal Liaison worked with the Wisconsin Child Welfare-Professional Development System (WCW-PDS), the Division of Safety and Permanence to locate a curriculum that would fit the requested needs. The Strengthening Families and Systems: Building Positive Relationships with Children who have Experienced Trauma Curriculum was located. After meeting with the program lead, Bonnie MacRitchie, and master trainer, Donna Burns, it was learned that both the Oneida Nation and Lac Courte Oreilles Tribe are using the curriculum with success in their respective communities. The curriculum is adaptable to fit the needs and history of tribes while also respecting the culture and values of the community.

The curriculum was presented to the Intertribal Child Welfare Committee on March 27, 2019, and the Family Services Program Directors on April 23, 2019. A presentation will be made at the Tribal Recruitment Summit on July 18, 2019.

If tribes are interested, WCW-PDS will offer a curriculum overview on October 7-8, 2019, and a train-the-trainer session on October 28-29, 2019.

Resources: Strengthening Families and Systems: Building Positive Relationships with Children who have Experienced Trauma Curriculum Overview

Item 6: Individual Tribal Meetings

Responsible Party: DCF Tribal Liaison - Stephanie Lozano

History:

Each tribe discussed various needs of their respective community during the 2018 Tribal Consultation Meeting. In order to fully understand the unique needs of each tribe, the Tribal Liaison offered to meet with each tribe individually at their convenience.

Outcome/Update:

Meeting requests were sent to each tribe on July 5, 2018. Follow up requests were made on August 29, 2018. Of the tribes that responded, meetings occurred on the following dates:

- Bad River: November 6, 2018
- Forest County Potawatomi: October 11, 2018
- Ho-Chunk: November 1, 2018
- Lac Courte Oreilles: November 7, 2018
- Menominee: November 9, 2018
- Oneida: October 2, 2018*
- Red Cliff: August 20 & 21, 2018
- Sokaogon: August 23, 2018 (Secretary's visit)

Resources:

Item 7: Conference Information and Invitations

Responsible Party: DCF Tribal Liaison – Stephanie Lozano

History:

The Department agreed to send conference information and invitations to the respective tribal entities for the DCF Work Programs Conference and the Public Child Welfare Conference.

Outcome/Update:

The Work Programs Conference was held on October 24-25, 2018, in Green Lake, WI.

- 3 tribal participants registered
- 2 tribal participants attended

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"Save the Date" information was sent to the tribes on 6/7/18 for the Work Programs Conference. The invitation for the Work Programs Conference was sent to the tribes on 08/24/18.

The Wisconsin Public Child Welfare Conference was held on September 24-26, 2018, in Oshkosh, WI

- 8 tribal participants registered
- 8 tribal participants attended

"Save the Date" information was sent to the all staff in PDS Online who had ICW or CPS listed as their primary employee type on 4/13/18. The invitation for the Wisconsin Public Child Welfare Conference was sent to the same group on 7/16/18 and 7/25/18.

Resources: Save the Date for 2019 Work Programs Conference (emailed to the tribes on April 25, 2019)

Item 8: Information Regarding Tele-Health Child Psychiatry

Responsible Party: DCF Tribal Liaison – Stephanie Lozano in collaboration with the Wisconsin Department of Health Services

History:

Tribes voiced concern with the lack of child psychiatry providers in their respective areas. The department agreed to gather information regarding Telehealth from the Wisconsin Department of Health Services to share with the tribes.

Outcome/Update: In response to the overall shortage of child psychiatrists, the Department of Health Services operates the Child Psychiatric Consultation Program (knowns as Child-Psychology Telehealth). There are medical providers from 7 tribal communities (Red Cliff, Forest County Potawatomi, Menominee, Bad River, Lac du Flambeau, and Stockbridge-Munsee) and the Gerald Ignace Health Care Center in Milwaukee enrolled in the program. there are 124 clinics and 439 providers enrolled in the program state-wide.

The program is in its 4th year of funding and provides the following services to those that are enrolled:

- Consultation
- Learning modules for capacity building
- Mental health resources

Enrollment in the program is free for interested providers who are in need of remote-based, consultative services for patients experiencing a health concern. The patient does not have to be receiving ongoing psychiatry or in-patient services for their provider to receive consultation.

Resources:

Information regarding Child-Psychology Telehealth can be found here: https://www.chw.org/-/media/files/medical-care/psychiatry/psych-consult-site/cpcp_brief-final.pdf?la=en

For more information, contact:

Leah Ludlum RN, BSN, CDE, Public Health Nurse Consultant Family Health Section: Bureau of Community Health Promotion, Division of Public Health Wisconsin Department of Health Services (608) 267-6716 Leah.Ludlum@dhs.wisconsin.gov Approve the travel rep**Oneida Rusiness Committee Agenda Request**ion of Children & Families Tribal

1. Meeting Date Requested: 07 / 10 / 19
2. General Information: Session: ☐ Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Travel Report
 Accept as Information only Action - please describe: Approve travel report for Councilwoman Webster's travel to Washington, DC on 5/28/19 - 5/31/19.
3. Supporting Materials Report Resolution Contract Other: 1. 3.
 ☐ 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.

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for:

Jennifer Webster

Travel Event:

Administration for Children & Families (ACF) Tribal Advisory Committee (TAC)

Washington DC

Departure Date:

05/28/2019

Return Date:

\$1709.00

Actual Cost:

\$1231.56

Date Travel was Approved by OBC: 05/08/2019

Narrative/Background:

On February 27, 2019 I was appointed to the Administration for Children & Families (ACF) Tribal Advisory Committee (TAC). Serving as the alternate representative for the Bemidji Area. This committee was formed to assist and provide advice to the Assistant Secretary for Children & Families in carrying out its mission in tribal communities. Specifically TAC will convene to develop an outline of the concerns/issues for ACF to address in consultations with tribes. Please know that I only attend when the Primary is unable to attend, in this instance the Primary notified on April 29 of his inabilitly to attend. Please see attached May 29-30 agenda. Wednesday mtg started with Tribal Caucus where several issues were identified that need discussion: AFCARS, Budget Committee, Unified Letter reg: Budget Issues + Cuts, Child Support Directors Assoc/Advocating Tribal Match and Position Upgrade. Updates consisted of: Children's Bureau (OCB), Child Support (OCSC), Family Wellness/TANF, Office of Child Care (OCC), Office of Community Services (OCS), Office on Trafficking in Persons (OTIP) and ACF Program Office Updates including

TAC Budget Information

TAC Program Changes

TAC Policy Changes

TAC Requesting Program Specific Follow Up

ACF TAC Strategic Planning Update: an opportunity to review and discuss actions proposed to improve human service delivery to American Indian and Alaska Native communities.

In June the Deputy Assistant Secretary for Native American Affairs/Commissioner of the Administration for Native American will be visiting the Menominee Nation to visit their "Bridges out of Poverty" program so I extended the invitation to visit Oneida Nation before or after that visit. Preparations had started, but received notice as of this writing 6/7/19 that she is unable to visit Wisconsin at this time. We will continue to extend the invite for later this year. There are 3 face-to-face meetings for this TAC group so once dates are identified I will submit request to attend (that way I have the approvel up front) should the Primary be unable to attend again.

I also want to highlight the fact that because of my position on Tribal Self Governance Advisory Committee (TSGAC) I was able to connect ACF TAC to TSGAC and now they are considering expanding Self Governance into 9 ACF programs including TANF, ICW, Domestic Violence Prevention, and more.

Note: Travel expenses are reimbursed.

Thank You

Item(s) Requiring Attention:

Click here to enter text.

Requested Action:

Approve the report.



DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION FOR CHILDREN AND FAMILIES TRIBAL ADVISORY COMMITTEE MEETING

330 C Street SW

Wednesday, May 29th ROOM: 3126/3202 Thursday, May 30th ROOM: 3424

AGENDA

Wednesday May 29, 2019

1:00 - 2:45 PM

Tribal Caucus

2:45-3:00 PM

ACF TAC Business

Purpose: This session is designed to review the agenda and handle ACF TAC business.

- Tribal Opening
- Establish quorum
- Approve February 2019 TAC meeting minutes
- Review old business
 - o ACF TAC Membership update
 - o ACF TAC Budget Committee
- Outline new business
 - o Review Agenda

Speaker:

Tino Batt, Co-chair ACF Tribal Advisory Committee

3:00 - 4:00 PM

Deputy Assistant Secretary for Native American Affairs

Purpose: Provide an update on the activities of the DAS/Commissioner.

- Deputy Assistant Secretary updates
- Administration for Native Americans

Speaker:

Jeannie Hovland, Deputy Assistant Secretary for Native American Affairs

4:00-5:00 PM

ACF TAC Strategic Planning Update

Purpose: At the February meeting TAC members Developed several overarching goals and objectives. This session will be an opportunity to review and discuss the actions proposed to improve human service delivery to American Indian and Alaska Native communities.

Speakers:

Tino Batt, Co-chair ACF Tribal Advisory Committee

Jeannie Hoyland, Deputy Assistant Secretary for Native American Affairs

Thursday May 30, 2019

9:30 - 10:00 AM

Welcome & Review of Previous Day

Purpose: Answer any questions from the previous day.

Speakers:

Tino Batt, Co-chair ACF Tribal Advisory Committee

Jeannie Hovland, Deputy Assistant Secretary for Native American Affairs

10:00 - 11:45 AM

ACF Program Office Updates

Purpose: Receive updates from program offices and discussion any proposed policy initiatives or potential changes.

- TAC Requesting: Budget information
- TAC Requesting: Program Changes
- TAC Requesting: Policy Changes
- TAC Requesting Program Specific follow up

Speakers:

Chad Sawyer, Senior Policy Specialist, Division of Policy and Training Office of Child Support Enforcement OSC

Stan Koutstaal, Division Director of Tribal TANF and Regional Management Operations, Office of Family Assistance

TBD, Family Youth Services Bureau

1130 -12:45 11:45 = 1:00 PM

LUNCH

1:00 - 2:00PM

ACF Program Office Updates Continued

Purpose: Receive updates from program offices and discussion any proposed policy initiatives or potential changes.

- TAC Requesting: Budget information
- TAC Requesting: Program Changes
- TAC Requesting: Policy Changes
- TAC Requesting Program Specific follow up

Speakers:

Office of Child One Moushumi Beltangady, Tribal Maternal and Child Home Visiting Program TMEV

James Henry, Tribal Child Care Specialist, Office of Child Care

William Bolduc, Chief, Social Services Block Grant Program Operations Division of Social Services Offin of Community Services

V Chandra Donally - FIISB

2:00 - 2:15 PM

BREAK/Tribal Caucus

2:15 - 4:00 PM

Children's Bureau Update

Purpose: TAC members discuss issues related to the Children's Bureau.

Speaker:

- ✓ **Jerry Milner**, Associate Commissioner, Children's Bureau (confirmed)
- * Joe Bock, Deputy Associate Commissioner, Children's Bureau

4:00 - 5:00 PM

Office of the Assistant Secretary of the Administration for Children and

Families

Purpose: At this session ACF TAC members will have the opportunity to discuss high priority issues for the TAC and meet the new Chief of Staff for ACF.

Speaker:

Bradley Wassink, Chief of Staff, Office of the Assistant Secretary

5:00 - 5:15 PM

Closing

Public Packet 346 of 452

Oneida Business Committee Travel Request

Approve the travel request - Councilman Ernie Stevens III - Tribal Nations PR conference - Madison, WI -

General Informat		
Event Name:	Tribal	Nations PR Conference
Event Location: _	Madison, WI	Attendee(s): Ernest L. Stevens III
Departure Date:	Jul 14, 2019	Attendee(s):
Return Date:	Jul 16, 2019	Attendee(s):
Budget Informat	ion:	
⋉ Funds available☐ Unbudgeted	e in individual travel budget(s)	Cost Estimate: \$660.00
Grant Funded	or Reimbursed	
Describe the justif	ication of this Travel Request:	first ever Tribal Nation PR Conference in Madison W
Request for Counc The Councilman h tribal issues and le	ilman Ernest Stevens III to attend the as been requested to participate on a gislative strategies on behalf of a sov	first ever Tribal Nation PR Conference in Madison, V panel on using multimedia content to communicat ereign Nation. He will also be serving on a panel port development and partnerships.
Describe the justif Request for Counc The Councilman h tribal issues and le	ilman Ernest Stevens III to attend the as been requested to participate on a gislative strategies on behalf of a sov	panel on using multimedia content to communicate ereign Nation. He will also be serving on a panel
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- 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

TRIBAL NATIONS PR CONFERENCE (/)

HOME (/)
ABOUT
OVERVIEW (/PARTNERS)
WHO SHOULD ATTEND (/WHOSHOULDATTEND)
WHY YOU SHOULD ATTEND (/WHY)
CONTACT (/CONTACT)
AGENDA (/AGENDA)
24 REASONS YOU SHOULD ATTEND (/24-REASONS)
PANELS (/PANELS)
HOTEL (/LOCATION)

REGISTER (/REGISTER)



TRIBAL NATIONS PR CONFERENCE AGENDA

SUNDAY JULY 14, 2019

3:00p-6:00p ON-SITE REGISTRATION

7:00p-10:00p Networking Reception

MONDAY JULY 15, 2019

7:30a-8:30a Breakfast and Registration

8:15a-8:30a Welcome remarks

8:30a-9:30a PANEL- BOOTSTRAPPING TRIBAL PUBLIC RELATIONS

9:30a-9:45a Break

9:45a-10:45a PANEL- DEALING WITH DISGRUNTLED TRIBAL MEMBERS

10:45a-11:00a Break

11:00a-12:00p PANEL- DEVELOPING & EXECUTING A VIDEO CONTENT STRATEGY FOR YOUR COMMUNICATION PLAN

12:00p-1:45p Lunch

1:45p-2:45p KEYNOTE- MARK TRAHANT (EDITOR, INDIAN COUNTRY TODAY)

2:45p-3:00p Break

3:00p-4:00p TELLING OUR STORIES THROUGH SPORTS

7:00p-10:00p Networking Reception

TUESDAY JULY 16, 2019

7:30a-8:30a Breakfast

8:30a-9:30a PANEL- THE GROWING ROLE OF THE TRIBAL LIAISON

9:30a-9:45a Break

9:45a-10:45a- PANEL- DON'T YOU KNOW I'M ON COUNCIL? COMMUNICATING ON BEHALF OF THE TRIBAL COUNCIL

10:45a-11:00a Break

11:00a-12:00p PANEL- THROUGH THE LENS OF THE MEDIA & JOURNALISTS

12:00p-1:45p Lunch

1:45p-2:45p PANEL- MAKING SENSE OF COMPLEX INDIAN LAW

2:45p-3:00p Break

3:00p-4:00p PANEL- HARNESSING THE POWER OF SOCIAL MEDIA IN INDIAN COUNTRY

*All conference events will take place at the Edgewater Hotel in the Grand Ballroom.

Presented by B-Team Strategy

Public Packet 349 of 452



REGISTRATION

Sunday July 14, 2019

On-site registration and check-in 2:00pm-6:00pm

Monday July 15, 2019

On-site registration and check-in 7:00am-9:00am

PANELS

BOOTSTRAPPING TRIBAL PUBLIC RELATIONS

Most tribal communicators wear many hats and are asked to be skilled in a ton of disciplines. If you're responsible for managing social media, writing press releases, writing speeches for Tribal Council, being a professional photographer, and expert event planner, you can't miss this session.

You're probably doing all of these with limited budget and resources at your disposal. This session explores ways to effectively tackle the communication challenges when a team approach or outside PR agency isn't an option.

DON'T YOU KNOW I'M ON COUNCIL? COMMUNICATING ON BEHALF OF THE TRIBAL COUNCIL

Public Packet 350 of 452

Speaking in one cohesive voice that is representative of the entire tribe's position continues to be a daily struggle for every tribal communicator. Learn strategies to hone in on one central message along with the best practices to communicating your efforts with tribal members, employees, and community members.

HARNESSING THE POWER OF SOCIAL MEDIA IN INDIAN COUNTRY

Outside of the tribal newspaper, social media is our best friend when it comes to communicating and sharing information amongst the tribal workforce, membership, and the community. Learn how tribal communication pros are using social media and which platforms are most effective when it comes to outreach.

MAKING SENSE OF COMPLEX INDIAN LAW

Tribal members need to be informed and sometimes the most important issues facing tribal operations are heavy complex legal matters. How do we tackle these? Considerations to help the communicator decode and make sense of the legal issues facing tribes.

TELLING OUR STORIES THROUGH SPORTS

Tribes and casinos are increasingly aligning with major sports teams and venues in every major sport. Millions of dollars are spent trying to get maximum exposure and awareness to tribal brands. In this session, we'll hear how some tribes, casinos, and team executives are using this asset to raise awareness of tribal initiatives, culture, and history through its sports sponsorships.

THROUGH THE LENS OF THE MEDIA AND JOURNALISTS

Do journalists still read press releases? What's the best way to pitch a story?

This session dives deep into the nuances and best practices for communication professionals looking to have valuable relationships with the media through the lens of media professionals. We'll discuss some of the best practices and tips when it comes to amplifying your message through the media.

DEALING WITH DISGRUNTLED TRIBAL MEMBERS

The squeaky wheel. The Know-it-all. The person from the community who has all the answers and makes sure to let everyone know. What happens when they constantly bombard tribal social media channels with negative rhetoric?

Hear how tribal communicators are engaging with (and sometimes shutting out) those who constantly cast a negative light on the tribe and tribal operations.

THE GROWING ROLE OF THE TRIBAL LIAISON

There has been a recent increase in the demand for having tribal liaisons in government agencies as well as corporate interests. The policies for local, state, and federal governments can often be influenced or driven by tribal nations and their interests.

This panel of diverse tribal liaisons and intertribal relations professionals pull back the curtain and provide insights into what's working and what's on the horizon for this growing niche of communicators.

Public Packet

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DEVELOPING AND EXECUTING A VIDEO CONTENT STRATEGY TO YOUR COMMUNICATION PLAN

Whether you're using your iPhone or the latest 4k camera, video is powerful and is being consumed more than ever. This session puts the shine on industry practitioners that have used video to attract huge audiences, make change, and build community. You'll walk away having a focused approach and understanding to prioritizing video for your own communication strategies.

SPEAKERS

We're securing the most talented and amazing communication professionals in Indian Country and will be updating this section with photos and bios very soon. Stay tuned!

Presented by B-Team Strategy

Approve the travel requestion are contained as a contained of the first of the first of the second o

1. Meeting Date Requested: 7 /	10 / 19
2. General Information: Session: Open Executive -	See instructions for the applicable laws, then choose one:
Agenda Header: Travel Request	
Marantagass Marantagass	
Accept as Information only	
Action - please describe:	
Approve 11 individuals to travel to	o Wisconsin Dells, Wi to attend the PDPM & ECS Convention.
3. Supporting Materials ☐ Report ☐ Resolution ☐ ☐ Other:	Contract
1. Justification memo	3. Executive Overview - Payment Model Tech Report
2. Travel Authorization Request F	Form (11) 4.
☐ Business Committee signature requ	uired
4. Budget Information	
⊠ Budgeted - Tribal Contribution	⊠ Budgeted - Grant Funded
5. Submission	
Authorized Sponsor / Liaison: Debb	pie Danforth, Division Director/Operations
	Larson, Continuum of Care Coordinator or Name, Title / Dept. or Tribal Member
Additional Requestor:	ne, Title / Dept.
Additional Requestor:	TO A PERSON DESCRIPTION OF THE PERSON OF THE
	ne, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The Comprehensive Health Division is requesting approval for 11 individuals to travel to Wisconsin Dells July 16 - 18, 2019 to attend the PDPM & ECS Convention in accordance to the Travel and Expense policy.

Article XVI. Department Travel

16-1. Departments will limit themselves to three (3) people from the same department to travel to the same conference, workshop, or seminar and are recommended to share any pertinent information they have with others from their department. Special occasions may develop that need additional personnel from the same department to attend, provided that written approval from the General Manager, Gaming General Manager or Oneida Business Committee is needed, with an explanation for the additional personnel. This will exclude departments that need training hours for specific certifications.

All 11 individuals are not from the same department, There will be 1-MIS, 6-AJRCCC (Nursing, Finance, & Physical Therapy/PRN), 4-Consolidated Health (Medical Records, Medical Coders, Administration).

Total cost 4,855.00 ((465.50×10)+200) (NOTE: paying only for the registration fee for one individual from PRN Therapy)

- 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 Comprehensive Health Division

Oneida Community Health Center Behavioral Health Services Anna John Resident Centered Care Community Employee Health Nursing



MEMORANDUM

TO:

Business Committee

FROM:

David Larson, Continuum of Care Director

DATE:

June 25, 2019

RE:

PDPM & ECS Convention Travel

We are in the process of migrating ECS, the electronic health record system at AJRCCC from version 9 to version 10. This migration is being forced by CMS changes to the way skilled nursing homes are paid.

The Medicare Patient-Driven Payment Model (PDPM) is a major overhaul to the current skilled nursing facility (SNF) prospective payment system (PPS) that has been in effect for almost 30 years. It is designed to address concerns that a payment system based on the volume of services provided creates inappropriate financial incentives.

This change is so significant that it is not just a normal upgrade to the application, it is a new system. The users conference is the only training that is being scheduled prior to the required implementation date of 1 October 2019. The changes affect both the clinical and financial sides of the software. If our main system users are not properly trained on the system before implementation, the errors that result will have a significant negative impact on our ability to bill for Medicare and Medicaid services.

Requested Attendees funding source: 1 = MIS (Indirect Cost Pool), 6 = AJRCCC (Nursing & Finance (70% third party billing, 30% TC), and 4 = Consolidated Health (IHS Funds)

Two Tribal vehicles will be used for the staff to ride together.

Acumen Skilled Nursing Facilities Patient-Driven Payment Model Technical Report

Executive Summary

This report introduces a comprehensive alternative to the current resident classification model (case-mix adjustment) within the skilled nursing facility (SNF) prospective payment system (PPS). The current payment model for residents of SNFs in Medicare Part A-covered stays classifies residents into clinically relevant groups for the purpose of determining how much Medicare will reimburse SNFs for the costs of providing care. Acumen developed an alternative classification for SNF residents in Medicare Part A-covered stays pursuant to a contract with the Centers for Medicare & Medicaid Services (CMS). CMS originally contracted with Acumen on 9/20/2012 to identify and evaluate possible alternatives to the existing SNF PPS therapy reimbursement model. Subsequently, the scope of the project was expanded to develop alternatives to the SNF PPS case-mix adjustment methodology in its entirety (Case-mix adjustment adjusts Medicare payments to facilities based on characteristics of the resident for whom care was provided). This executive summary provides background on the current SNF PPS, introduces the Patient-Driven Payment Model (PDPM), and describes the advantages of the recommended reimbursement model.

Kelly L. Kinjerski

From:

Connie L. Danforth

Sent:

Monday, May 20, 2019 8:41 AM

To:

Kelly L. Kinjerski

Subject:

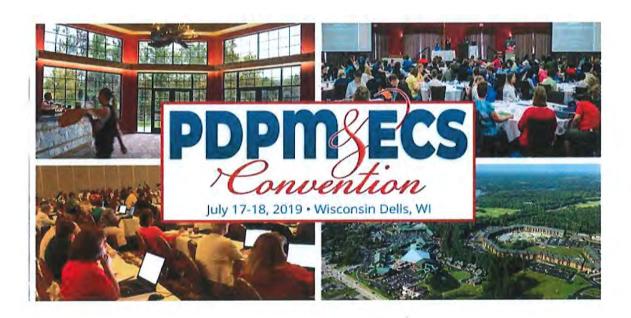
FW: PDPM & ECS Convention

From: American Data <cares@american-data.com>

Sent: Tuesday, February 12, 2019 3:30 PM

To: Connie L. Danforth <cdanfort@oneidanation.org>

Subject: PDPM & ECS Convention



Sponsored by:



AMERICAN DATA IS READY FOR PDPM... ARE YOU?

Now you can be! Join top nursing home administrators and industry leaders in Wisconsin Dells, July 17th and 18th, for two days of education and networking. This fast track all-in-one program will help you, our valued clients, be prepared to succeed with both clinical and financial analytics!

Wednesday, July 17 • 9am - 4pm Thursday, July 18 • 8am - 3pm

Conference fee includes: breakfast and lunch each day, dinner on the 17th, and conference materials. Reduced seasonal resort rates are available to extend your stay!

Under PDPM, using the proper verbiage during documentation has never been more critical. ECS's unique and flexible design that incorporates canned phrased charting screens puts ECS in a class of its own. Attend this convention to learn how to use the power of ECS to maximize your reimbursement.

Must attend sessions...

ECS/PDPM Update Transition

This session will review the steps needed to ensure a smooth clinical and financial transition from PPS to PDPM.

Session Highlights:

- ECS update process review
- New rate-capturing documentation screens
- MDS Interim Payment Assessment (IPA) completion for Medicare A clients
- RUG to PDPM transition steps
- Rate calculations

PDPM & ECS Convention

To see all the latest PDPM capabilities and prepare your staff for the upcoming PDPM transition, join us in Wisconsin Dells on July 17 & 18 as we host the PDPM & ECS Convention. Under PDPM, using the proper verbiage and coding has never been more critical. ECS's unique and flexible design, that incorporates canned phrases in charting screens, puts ECS in a class of its own. Attend this convention to learn how to use the power of ECS to maximize your reimbursement. Plus, see some of the new features we have programmed to include new reporting tools, the MDS Manager, and MDS Statistics to name a few.

Convention Agenda

Wednesday, July 17th

8:00 am - 9:00 am	Registration / Breakfast
9:00 am - 10:00 am	MDS Review
10:15 am - 11:15 am	ICD-10 Coding
11:30 am - 12:30 pm	PDPM Analyzer / PDPM Predictor
12:30 pm - 1:30 pm	Lunch
1:45 pm - 2:45 pm	Requirements of Participation - Phase 3
3:00 pm - 4:00 pm	MDS Manager
4:00 pm - 5:00 pm	Social Hour
5:00 pm	Dinner

Thursday, July 18th

7:00 am - 8:00 am	Registration / Breakfast
8:00 am - 9:00 am	New Features
9:15 am - 10:15 am	ECS / PDPM Update Transition
10:30 am - 11:30 am	MDS Statistics
11:30 am - 12:30 pm	Lunch
12:45 pm - 1:45 pm	Reporting Tools
2:00 pm - 3:00 pm	New Nursing Module

There's still time! Register here for the ECS PDPM Convention!

MDS Statistics

You asked, and we delivered. Our new MDS statistics give you fast, up to the minute information about length of stay, Medicare discharges, HIPPS Code statistics, Diagnoses, and more.

Session Highlights:

- Fast, accurate reporting
- · Long and Short term stay data

Conference Location...









Located on 600 acres in Wisconsin Dells, The Wilderness Resort is America's largest Waterpark Resort! They offer diverse lodging options from various styles of hotel rooms to villas, condominiums and luxurious cabins! Wilderness Waterpark Passes are included with your stay, and are exclusively for guests!

Come for the Convention and Stay for the FUN!

The Wilderness Resort in Wisconsin Dells, WI features 4 indoor and 4 outdoor waterparks, additional dry attractions, and free WIFI. We have negotiated extended special rates that will allow you to turn this business trip into an extended summer vacation!







During the Convention...

- Tuesday Thursday (July 16th-18th): Double Queen Sofa \$199*
 - includes up to 6 Waterpark wristbands.
- Tuesday Thursday (July 16th-18th): 2 Bedroom Deluxe \$299*
 - includes 7 Waterpark wristbands.

Extend your stay...

- Sunday, July 14: Double Queen Sofa-\$199*/2 Bedroom Deluxe-\$350*
- Monday, July 15: Double Queen Sofa-\$199*/2 Bedroom Deluxe-\$350*
- Friday, July 19: Double Queen Sofa-\$299*/2 Bedroom Deluxe-\$445*
- Saturday, July 20: Double Queen Sofa-\$299*/2 Bedroom Deluxe-\$445*

For a list of dry attractions and pricing, please click on the links: <u>Outdoor</u> <u>Attractions</u>

Indoor Attractions

To make hotel reservations, please call the Resort directly at 800-867-9453. Reference Leader #750315 at the Glacier Canyon Lodge property to receive our negotiated rate.

*Rates are subject to 12.25% tax and a taxable \$24.95 nightly resort fee.

Oneida Comprehensive Health Division Oneida Community Health Center Behavioral Health Services Anna John Resident Centered Care Community Employee Health Nursing



	TRAV	EL AUTHO	RIZATION	REQU	EST				Clear Form Print Form
General Informati		E STATE	Total Act						- mil sim
Name of Traveler (Legal Name)	Deborah Ge	rondale							
Employee Number			Employee	Date o	f Birth				
Destination	Wisconsin D	ells, WI	The state of the s						
Departure date	07/16/19			Ret	urn date	07/1	8/19		
Purpose of travel	Attend PDPN	M & ECS	Conventio	n					
Charged GL Account	001-5110930	0-006-705	010-000		Grant	Funde	d: [Yes	√No
GSA Rate Informa	ntion for the de	stination							
Per Diem rate per day	\$ 61.00		Lodgi	ng rate p	er day		\$ 1	120.00	
	armation								
Cost Estimate Info	omation			Rate		Fac	tor	Days Miles	Tota
Per Diem initial travel of	date			\$ 6	61.00	75%		1	\$ 45.75
Per Diem full day at de	-CL DXIII			\$ 6	\$ 61.00 10		6	1	\$ 61.00
Per Diem return travel date			\$ 6	\$ 61.00 75			1	\$ 45.75	
7-14-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	ATTENDED	iem)		\$14x	λ=\$28 S	616x2=	\$32	& \$26	(\$ 86.00)
Included meals (subtracted from per diem) Tribal Vehicle: Accepted Declined Personal Vehicle			1,000	0.00% roun					
Misc exp: Taxi, car ren	ital, parking, lug	gage		N/A		N/	Α	N/A	JANE TIL
			SUB	-TOTAL	(Amou	nt for tr	avel a	dvance)	\$ 66.50
Lodging: Accepts VISA: _ Deadline:	Yes No No No	Date: 06/17	/19	\$ 99.	50	N/	Α	2	\$ 199.00
Airfare	100 110	NOTE to	Approver						
Registration Accepts VISA: Yes	. □ No	Deadline Date:	:⊟Yes [□No *	**Regis	tration	paid		\$200.00
	L SME STA				TO	TAL C	ost E	stimate	\$ 265.50 = \$465.50
understand this advance will dvance in not cleared within nat I may be reprimanded in llotted. Further, in the event written dispute as to the amou mount outstanding. Signatures / Appre	10 calendar days a accordance with the that the advance pa unt due, by signing ovals	after my travel e Personal Po ayment is not	return date, plicies and Pr cleared with	I shall be ocedures in 10 caler	held resp for my fai ndar days	onsible fo lure to cle of my re- luntary w	or the t ear thi turn, a age de	full amount s matter wi nd I have r	advanced and thin the time s not filed a form r the entire
Program Director	lane /	Jun	2	-	8/m	19			
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Person preparing docum	ent U						4		

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Oneida Comprehensive Health Division

Oneida Community Health Center Behavioral Health Services Anna John Resident Centered Care Community Employee Health Nursing



TRAVEL AUTHORIZATION REQUEST

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I	Clear Form
h	Barrier Processing Control of the Co
ı	Print Form

Name of Traveler (Legal Name)	Michelle Cartier						
Employee Number	Employee Date of Birth						
Destination	Wisconsin Dells, WI				March 1		
Departure date	07/16/19		Return date		07/18/19		
Purpose of travel	Attend PDPM & ECS Co	onvention					
Charged GL Account	001-1204700-021-701000-200		Gra	nt F	unded:	Yes	√ No

\$ 120.00 \$61.00 Lodging rate per day Per Diem rate per day

Cost Estimate Information

Description		Rate	Factor	Days Miles	Total	
Per Diem initial travel date		\$ 61.00	75%	1	\$ 45.75	
Per Diem full day at destination		\$ 61.00	100%	1	\$ 61.00	
Tyles Vehicles Accented Declined Developed Vehicle		\$ 61.00	75%	1	\$ 45.75	
		\$14x2=\$28	\$14x2=\$28 \$16x2=\$32 & \$26			
		0.00%	roundtrip			
		. N/A	N/A	N/A		
	SU	JB-TOTAL (Amou	int for travel	advance)	\$ 66.50	
Lodging: Accepts VISA: Yes No Deadline: Yes No I	oate: 06/17/19	\$ 99,50	N/A	2	\$ 199.00	
Airfare	NOTE to Approver(s): please allow an extra \$200,00 for possible price change.					
Registration Accepts VISA: Yes No	Deadline: ☐Yes ☐ No ***Registration paid			\$200.00		
		TO	OTAL Cost E	stimate	\$ 265.50 \$465.50	

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimended in accordance with the Personal Policies and Procedures for my fallure to clear this matter within the time so allotted, Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / A	d١	pr	'O'	∕a	IS
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12 7 7 7 11 11 22 1 10 1	Signature	Date	Contact Phone #
Traveler N	ne Ralla Contin	06/17/19	
Program Director	land I puny	18 Aug 19	
Division Director	biaDod	6/18/19	
Person preparing docu	ument ()		San Marian Service Service Service
			DI- 07/07/0040

Oneida Comprehensive Health Division

Onelda Community Health Center Behavloral Health Services Anna John Resident Centered Care Community Employee Health Nursing



TRAVEL AUTHORIZATION REQUEST

Clear Form
Print Form

General Information	on	ORIZATION	TEGOEST			Print Form	
Name of Traveler (Legal Name)	Jonathan Piontek	Jonathan Piontek					
Employee Number	Employee Date of Birth						
Destination	Wisconsin Dells, WI	- 1// + Xo II					
Departure date	07/16/19 Retui			07/18/19			
Purpose of travel	Attend PDPM & EC\$	Convention					
Charged GL Account	001-1204700-021-701000-200		Grant	Funded:	Yes	√ No	
GSA Rate Informa	tion for the destination					i.	
Per Diem rate per day	\$ 61.00	Lodging	rate per day	\$	120.00		
Cost Estimate Info	rmation					¥	
Description			Rate	Factor	Days Miles	Total	

Description		Rate	Factor	Days Miles	Total	
Per Diem Initial travel date		\$ 61.00	75%	1	\$ 45.75	
Per Diem full day at destination		\$ 61.00	100%	1	\$ 61.00	
Per Diem return travel date		\$ 61.00	75%	1	\$ 45.75	
Included meals (subtracted from per dier	m)	\$14x2=\$28	\$16x2=\$32	& \$26	(\$ 86.00)	
Tribal Vehicle: Accepted Declined Personal Vehicle		0.00%	roundtrip			
Misc exp: Taxi, car rental, parking, lugga	N/A	N/A	N/A			
	SU	JB-TOTAL (Amou	int for travel a	idvance)	\$ 66.50	
Lodging: Accepts VISA: WYes No Date No	_{le:} 06/17/19	\$ 99.50	N/A	2	\$ 199.00	
Airfore	NOTE to Approver(s): please allow an extra \$200.00 for possible price change.					
a summa like like	Deadline:□Yes Date:	\$200.00				
		ТС	TAL Cost E	stimate	\$ 265.50	

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filled a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

Signatures / Approvais			
	Signature	Date	Contact Phone #
Traveler		6-17-19	
Program Director Christ	Thurs	18 Run 19	
Division Director Dubraid	and	10.19-19	
Person preparing document	0		

*After travel you will need the following documents (if applicable) to include with your Expense Voucher: Itemized hotel receipts, taxi receipts, gas/toll receipts, telephone/tax receipts and other reimbursable(s).

Oneida Comprehensive Health Division
Onelda Community Health Center
Behavloral Health Services
Anna John Resident Centered Care Community
Employee Health Nursing



		VEL AUTHORIZA	TION REQUES	ST.			Clear Form
General Informat Name of Traveler (Legal Name)	ion Wendy Wo	Iter					· ·
Employee Number		Emp	loyee Date of B	irth	- 1:		
Destination .	Wisconsin						
Departure date	07/16/19		Return	date	07/18/1	9	
Purpose of travel		M & ECS Conve		1 date			
Charged GL Account		00-021-701000-2		Grant F	unded:	Yes	√No
GSA Rate Informa	ation for the d	estination					
Per Diem rate per day	\$ 61.00	L	odging rate per	day	\$	120.00	
Zarak Walinzolada	T. Date Co.						
Cost Estimate Info	ormation		Rate		Factor	Days Miles	Tota
Per Diem initial travel of	date		\$ 61.	00	75%	1	\$ 45.75
Per Diem full day at de			\$ 61.	00	100%	1	\$ 61.00
Per Diem return travel date			\$ 61.	\$ 61.00 75%		1	\$ 45.75
	A-MARTER INC.	diom)		-	6x2=\$32	& \$26	(\$ 86.00)
Included meals (subtracted from per diem) Tribal Vehicle: Accepted Declined Personal Vehicle							(+/
Misc exp: Taxi, car ren	tal, parking, luc	agage	N/A		N/A	N/A	
			SUB-TOTAL (A	mount	for travel	advance)	\$ 66.50
Lodging: Accepts VISA:	Yes No	Date: 06/17/19	\$ 99.50		N/A	2	\$ 199.00
Airfare		NOTE to Appro	anaa				
Registration Accepts VISA: Yes	□ No	Deadline: Ye	es □No ***R	egistra	ation paid	\$200.00	
				TOTA	AL Cost E	Estimate	\$ 265,50=
understand this advance will dvance in not cleared within at I may be reprimanded in a lotted. Further, in the event t ritten dispute as to the amou nount outstanding.	10 calendar days a accordance with th hat the advance p	after my travel return d le Personal Policles ar ayment is not cleared	late, I shall be held nd Procedures for I within 10 calendar	respons ny fallure days of i	sible for the e to clear th my return, a	full amount Is matter wi and I have n	advanced and thin the time so ot filed a forma
Signatures / Appro	vals	Stand Die		Data	1 0	ontact P	hono#
Traveler	To la	Signature	6	Date	19	ontact P	none#
Program Director	and /	Turn	18	Sugl	9		
Division Director Du	siapaid	a /	6-	19-10			in marity
Person preparing docume	ent						

Revised: 07/27/2016 *After travel you will need the following documents (if applicable) to include with your Expense Voucher: Itemized hotel receipts, taxi receipts, gas/toll receipts, telephone/tax receipts and other reimbursable(s).

Oneida Comprehensive Health Division

Oneida Community Health Center Behavioral Health Services Anna John Resident Centered Care Community Employee Health Nursing



TRAVEL AUTHORIZATION REQUEST

	Clear	Form
Ī	Print	Form

General Informati	OII .						
Name of Traveler (Legal Name)	Connie L Danforth						
Employee Number	Employee Date of Birth						
Destination	Wisconsin Dells, WI						
Departure date	07/16/19	Return da	te 07/18/19)			
Purpose of travel	Attend PDPM & ECS Convention	n					
Charged GL Account	001-1204700-001-701000-200	Gran	t Funded:	Yes	√ No		

GSA Rate Information for the destination

Per Diem rate per day \$ 61.00 Lodging rate per day \$ 120.00

Cost Estimate Information

Concret Information

Description		Rate	Factor	Days Miles	Total
Per Diem initial travel date		\$ 61.00	75%	1	\$ 45.75
Per Diem full day at destination		\$ 61.00	100%	1	\$ 61.00
Per Diem return travel date		\$ 61.00	75%	1	\$ 45.75
Included meals (subtracted from per	diem)	\$14x2=\$28	\$14x2=\$28 \$16x2=\$32 & \$26		
Tribal Vehicle: Accepted Declined Personal Vehicle		0.00%	roundtrip		
Misc exp: Taxi, car rental, parking, lu	ggage	N/A	N/A	N/A	
	SU	JB-TOTAL (Amou	nt for travel a	advance)	\$ 66.50
Lodging: Accepts VISA: Yes No	Date: 06/17/19	\$ 99.50	N/A	2	\$ 199.00
Alrfare	NOTE to Approv		an extra \$200	0.00 for	
Registration Accepts VISA: Yes No	□No ***Regis	stration paid		\$200.00	
	Date:	TC	TAL Cost E	stimate	\$ 265.50 \$465.50

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimended in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler (Sinies L. Dander th	6-17-19	
Program Director	lane / pino	18 lug 19	
Division Director	Duna Dada	6-19-4	the same
Person preparing docu	ment O		Later was a series
	Carried Control Service Service Service Control Service Servic		Revised: 07/27/2016

*After travel you will need the following documents (if applicable) to include with your Expense Voucher: Itemized hotel receipts, taxi receipts, gas/toll receipts, telephone/tax receipts and other reimbursable(s).

Oneida Comprehensive Health Division Onelda Community Health Center Behavioral Health Services Anna John Resident Centered Care Community Employee Health Nursing





in an analysis and an analysis		AVEL AUTH	ORIZATI	ON REQUEST			Clear Fo
General Informati Name of Traveler (Legal Name)	on Timothy H	Zellmer					·
Employee Number			Employ	ee Date of Birt	n		
Destination	Wisconsin	Dells, WI			7, 11		
Departure date	07/16/19			Return d	ate 07/18/	19	
Purpose of travel	Attend PDI	PM & ECS	Conventi				
Charged GL Account	001-12047	00-001-70	1000-200	Gra	ınt Funded:	Yes	√ No
GSA Rate Informa	11	estination					
Per Diem rate per day	\$ 61.00		Lodg	jing rate per da	y \$	120.00	
Cost Estimate Info	rmation						
Description	mation			Rate	Factor	Days Miles	
Per Diem initial travel da	ate ·			\$ 61.00	75%	1	\$ 45.75
Per Diem full day at des	tination	4		\$ 61.00	100%	1	\$ 61.00
Per Diem return travel d	ate		i i	\$ 61.00	75%	1	\$ 45.75
ncluded meals (subtrac	ted from per o	diem)		\$14x2=\$28	\$16x2=\$32	2 & \$26	(\$ 86.00
Fribal Vehicle: 🔳 Accepted			/ehicle	0.00%	roundtrip		
//lisc exp: Taxi, car renta	l, parking, lug	igage		N/A	. N/A	N/A	
CONTRACTOR OF THE PARTY		THE PE	SUE	-TOTAL (Amoi	THE RESERVE AND ADDRESS OF THE PARTY OF THE	The last section in the la	\$ 66.50
odging: Accepts VISA:	Yes No Yes No	Date: 06/17/	19	\$ 99.50	N/A	2 .	\$ 199.00
Nirfare		unnallela uu	las shaws	(s): please allow			11111
Registration accepts VISA: Yes	☐ No	Deadline: Date:	□Yes □	⊒No ***Regi	stration paid	1	\$200.00
PAINT TO THE T		No.		TO	TAL Cost E	stimate	\$ 265.50
derstand this advance will be rance in not cleared within 10 I may be reprimanded in acc tted. Further, in the event tha len dispute as to the amount bunt outstanding. Signatures / Approva	calendar days a cordance with the t the advance pa due, by signing b	fter my travel r Personal Poli Syment Is not c	eturn date, l cles and Pro leared withir	shall be held resp ocedures for my fa n 10 calendar days	onsible for the fi llure to clear thi of my return, a luntary wage de	full amount a s matter with nd I have no	advanced and hin the time so of filed a forma the entire
aveler	52 H 201		77	,	(19	- Maria 1	
1/	19-	1	7	101	10		
ogram Director	ed I h	and I		19 Men	/ /		
vision Director ONO	vai Dinde	_		10-19-	K		

After travel you will need the following documents (if applicable) to include with your Expense Voucher: Itemized hotel receipts, taxi receipts, gas/toll receipts, telephone/tax receipts

ad other reimbursable (s) .

General Information

Oneida Comprehensive Health Division

Oneida Community Health Center Behavioral Health Services Anna John Resident Centered Care Community Employee Health Nursing



Clear Form

TRAVEL AUTHORIZATION REQUEST

Name of Traveler (Legal Name)	Susan Mey	yer (Contracted	d Therapi	st from	PRN 1	Therapy)		
Employee Number	N/A	E	Employee Date of Birth					
Destination	Wisconsin	Dells, WI						
Departure date	07/16/19			Retur	n date	07/18/19		
Purpose of travel	Attend PDF	PM & ECS Cor	nvention	7777				
Charged GL Account	001-12047	00-001-70100	0-000		Grant F	unded:	Yes	√ No
GSA Rate Informa	tion for the d	lestination						
Per Diem rate per day	The state of the s	Columbia	Lodging	rate pe	r day			
The second second								
Cost Estimate Info	ormation			Rate		Factor	Days Miles	Total
Per Diem initial travel of	late				0%			\$ 0.00
Per Diem full day at de	stination					0%		\$ 0.00
Per Diem return travel						0%		\$ 0.00
Included meals (subtra	cted from per	diem)						
Tribal Vehicle: Accepte			nicle	0.00%		roundtrip		
Misc exp: Taxi, car ren	tal, parking, lu	uggage		N/A		N/A	N/A	
			SUB-T	OTAL (Amoun	t for travel	advance)	\$ 0.00
Lodging: Accepts VISA:	Yes No	Date:				N/A		\$ 0.00
Airfare	1,00	NOTE to Ap	change					
Registration Accepts VISA: Yes	□ No	Deadline:	∃Yes □	No ***	Regist	ration paid		\$ 200.00
					TO	TAL Cost E	stimate	\$ 200.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / A	pprovals		The State of the S
	Signature	Date	Contact Phone #
Traveler			
Program Director	Vary / kuryon	25/en/9	
Division Director			

Person preparing document | Mercie Danforth | ext. 4810 | Revised: 07/27/2016

Oneida Comprehensive Health Division

Anna John Resident Centered Care Community **Employee Health Nursing**



Oneida Community Health Center Behavioral Health Services

Name of Traveler	Diana Ham	andaz							
(Legal Name)	Diana Hern	andez	A - 27 1/25 - 1						
Employee Number			Employee [Date of	Birth				
Destination	Wisconsin I	Dells, WI							
Departure date	07/16/19			Retu	ırn date	07/18	3/19		
Purpose of travel	Attend PDP	M & ECS Co	onvention						
Charged GL Account	001-523590	03-820-7010	00-200	7 1	Grant F	unded	: [✓ Yes	No
GSA Rate Informa	tion for the d	estination							
Per Diem rate per day	\$ 61.00		Lodging	rate p	er day		\$ 1	20.00	
Cost Estimate Info	rmation								
Description				Rate		Fact	or	Days Miles	Tota
Per Diem initial travel d	ate			\$ 61.00		75%		1	\$ 45.75
Per Diem full day at de	stination			\$ 61.00		100%		1	\$ 61.00
Per Diem return travel	Transaction of the second			\$6	1.00	75%		1	\$ 45.75
Included meals (subtra	cted from per	diem)		\$14x2	=\$28 \$	16x2=	32	& \$26	(\$ 86.00)
Tribal Vehicle: 🔳 Accepte			hicle	0.00%)	round	trip		
Misc exp: Taxi, car rent	al, parking, lu	ggage		N/A		N/A	1	N/A	
			SUB-T	OTAL	(Amoun	for tra	vel a	dvance)	\$ 66.50
	Yes No	Date: 06/17/1	9	\$ 99.5	50	N/A	\	2	\$ 199.00
Airfare		NOTE to A	Approver(s						
Registration Accepts VISA: Yes	☐ No	Deadline:	□Yes □	No **	*Regist	ation	oaid		\$200.00
	27 E 15 E 1	AVCIDATION OF			TOT	AL Co	st E	stimate	\$ 265.50 \$465.50 that if this advanced and

that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvais		
Signature	Date	Contact Phone #
Traveler WKG 5	6-17-19	
Program Director Carel 4 June	19 Jun 19	
Division Director Olbre Dange	16-19-19	
Person preparing document U		

Oneida Comprehensive Health Division Oneida Community Health Center Behavioral Health Services Anna John Resident Centered Care Community Employee Health Nursing



	TRAV	EL AUTHORIZATI	ON REQU	EST				Print Form
General Information								T IIII T CIUI
(Legal Name)	Elizabeth We	ebster						
Employee Number		Employ	ee Date o	f Birth				
Destination	Wisconsin D	ells, WI						
Departure date	07/16/19		Ret	urn date	07/1	8/19		
Purpose of travel	Attend PDP	M & ECS Convent	tion	711-791-10				
Charged GL Account	001-5235903	3-111-701000-200)	Grant F	Funded	d: [√ Yes	No
GSA Rate Informa	tion for the de	stination						
Per Diem rate per day	\$ 61.00		lging rate p	er day		\$ 1	20.00	
Cost Estimate Info	ormation							
Description	I my of to U or		Rate		Fac	tor	Days Miles	Tota
Per Diem initial travel of	late			31.00	75%		1	\$ 45.75
	Per Diem full day at destination				100%	6	1	\$ 61.00
Per Diem return travel			\$ 6	\$ 61.00			1	\$ 45.75
Included meals (subtra	And the second	iom)		۱=\$28 \$	16x2=	\$32	& \$26	(\$ 86.00)
Tribal Vehicle: Accepte			0.00%		round			10.000
		<u></u>	- 22723	<u> </u>	N/		N/A	-
Misc exp: Taxi, car ren	tal, parking, lug		N/A JB-TOTAL	/Amoun	100000000000000000000000000000000000000	355		\$ 66.50
	Yes No	Date: 06/17/19	\$ 99.		N/		2	\$ 199.00
Deadline: [■ Yes No	NOTE to Approv		se allow a			0.00 for	
		possible price chan	ige.			-		DESTRUCTION
Registration Accepts VISA: Yes	☐ No	Deadline: ☐ Yes	. Пио *	**Regist	ration	paid		\$200.00
CONTRACTOR OF THE PARTY OF				тот	TAL C	ost E	stimate	\$ 265.50
understand this advance will	he deducted from	my claim for reimburse	ment of actua	al travel ex	nenses.	Lalso	understand	\$465.50 I that if this
dvance in not cleared within								
hat I may be reprimanded in a								
llotted. Further, in the event t								
ritten dispute as to the amou	int due, by signing	below, I am hereby mal	king a knowir	ng and volu	intary w	age de	eduction for	the entire
mount outstanding.								
Signatures / Appro		Manatana		Data	-	-	ontact P	hono #
Traveler 9	isolela Li	Signature		Date	19		Ontact P	none #
Program Director	my	France		19 hu	19		-	
Division Director	na Dach.			649-10	1			
Person preparing docume							-	

Revised: 07/27/2016 *After travel you will need the following documents (if applicable) to include with your Expense Voucher: Itemized hotel receipts, taxi receipts, gas/toll receipts, telephone/tax receipts and other reimbursable(s).

Oneida Comprehensive Health Division

Oneida Community Health Center Behavioral Health Services Anna John Resident Centered Care Community Employee Health Nursing



Landy Statement	TRAVEL AUTHOR	IZATION R	EQUE	ST				Print Form
General Information								
(Legal Name)	Yvonne Vanbeek				,			
Employee Number	E	mployee D	ate of	Birth				
Destination	Wisconsin Dells, WI	0.240		71.11.			_	
Departure date	07/16/19		Retu	ırn date	07/1	8/19)	
Purpose of travel	Attend PDPM & ECS Co	nvention						300 at 15
Charged GL Account	001-5235903-111-70100	0-200		Grant F	unde	d:	√ Yes	No
004 B 4 4 5	4							
Car a straight the attention to	tion for the destination	D. Calvidorno	A tall you	1.1200		Φ.	100.00	
Per Diem rate per day	\$ 61.00	Lodging	rate p	er day		\$	120.00	
Cost Estimate Info	ormation							
Description	11 51 51 72 12		Rate		Fac	tor	Days Miles	Total
Per Diem initial travel d	ate		\$6	1.00	75%		1	\$ 45.75
Per Diem full day at de	stination		\$6	1.00	100%	ó	1	\$ 61.00
Per Diem return travel	Act of the second secon		\$6	1.00	75%		1	\$ 45.75
Included meals (subtra	cted from per diem)	\$	614x2	=\$28 \$1	16x2=	\$32	& \$26	(\$ 86.00)
Tribal Vehicle: Accepte		hicle	0.00%		round	dtrip		
Misc exp: Taxi, car rent	tal, parking, luggage		N/A		N/	A	N/A	
		SUB-TO	DTAL	(Amount	for tra	avela	advance)	\$ 66.50

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

\$ 99.50

NOTE to Approver(s): please allow an extra \$200.00 for

Deadline: ☐ Yes ☐ No ***Registration paid

_{Date:} 06/17/19

Date:

possible price change.

Signaturae / Annrovale

Lodging: Accepts VISA:

Airfare

Registration

Deadline:

Accepts VISA: Yes

Yes

No

Signatures /	Approvais		
	Signature 2	Date /	Contact Phone #
Traveler	Afronny law seek	5/17/19	
Program Director	Closed I from	18/11/9	
Division Director	Description	6-19-19	
Person preparing			

2

N/A

TOTAL Cost Estimate

\$ 199.00

\$200.00

\$ 265.50

Oneida Comprehensive Health Division Oneida Community Health Center Behavioral Health Services Anna John Resident Centered Care Community Employee Health Nursing



	Clear Form	
i	Print Form	

General Information		EL AUTHORIZA	TION REQU	<u>EST</u>			Print Form
Name of Traveler (Legal Name)	Debra J. Da	nforth					
Employee Number		Emp	oyee Date o	f Birth			
Destination	Wisconsin D						
Departure date	07/16/19		Ret	urn date	07/18/1	19	
Purpose of travel	Attend PDP	M & ECS Conve					
Charged GL Account	001-523590	3-810-705010-2	00	Grant F	unded:	√ Yes	No
GSA Rate Informa	tion for the de	stination					C-Y-1
Per Diem rate per day	\$ 61.00	Li	odging rate p	er day	\$	120.00	
Cost Estimate Info	rmation						
Description			Rate		Factor	Days Miles	Total
Per Diem initial travel d	ate		\$6	1.00	75%	1	\$ 45.75
Per Diem full day at de	Per Diem full day at destination				100%	1	\$ 61.00
Per Diem return travel	\$ 6	\$ 61.00 75%		1	\$ 45.75		
Included meals (subtra	cted from per d	iem)	\$14x2	=\$28 \$1	6x2=\$32	2 & \$26	(\$ 86.00)
Tribal Vehicle: Accepte			0.00%	6	roundtrip		
Misc exp: Taxi, car rent	al, parking, lug	gage	N/A	and and	N/A	N/A	
energy in the house		all the second	SUB-TOTAL	(Amount	for travel	advance)	\$ 66.50
Lodging: Accepts VISA: Deadline:	Yes No Yes No	Date: 06/17/19	\$ 99.5	50	N/A	2	\$ 199.00
Airfare		NOTE to Appro	wh ash				
Registration Accepts VISA: Yes	☐ No	Deadline: Ye	es □ No 🗽	*Registr	ation pai	d	\$200.00
						and the same of th	\$ 265,50 \$465.50
understand this advance will dvance in not cleared within i at I may be reprimanded in a liotted. Furthen in the event to ritten dispute as to the amou	0 calendar days a ccordance with the nat the advance pa	ifter my travel return c e Personal Policies a ayment is not cleared	late, I shall be h nd Procedures f within 10 calen	l travel exp neld respon or my fallu dar days of	enses, I áls síble for thé 'é to clear ti 'my return,	o understand full amount his matter wi and I have n	d that if this advanced and thin the time so ot filed a forma
mount outstanding.		1575	200	SAME			
Signatures / Appro		ignature		Date		Contact P	hone#
Traveler Ou	and and	orth		6/18/19			
Program Director							
Division Director							
Person preparing docume	nt Kelly Kinj	erski					

Approve the travel request - Councilman Daniel Guzman King - 2019 HHS and MAST Tribal Consultation Oneida Business Committee Travel Request

. General Information):		
Event Name:	2019 Region	5 HHS & MAST Tribal Consultation	
Event Location:	Milwaukee, Wl	Attendee(s): Daniel Guzman King	
Departure Date:	Aug 7, 2019	Attendee(s):	
Return Date:	Aug 8, 2019	Attendee(s):	
. Budget Information	:		
⋉ Funds available inUnbudgeted	individual travel budget(s)	Cost Estimate: \$341.25	
☐ Grant Funded or F	Reimbursed		
l. Justification:			
Describe the justificat	ion of this Travel Request:		
Business Committee,			
for Oneida initiative, i	t is one of our Business Committ stay apprised of issues to our he	AST meeting Aug 7-8. As a co-leader of the Access to ee strategic goals of, Inspiring Yukwatsistay^. It is or althcare. I will be able to access one-on-one consulta d to communicate with other tribal leadership in	e of
		o attend the Region 5 HHS & Mast Consultation in	
Milwaukee, WI Augus			
Milwaukee, WI Augus			

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

Sponsor: Daniel Guzman King, Councilmember

- 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





UNITED STATES
DEPARTMENT OF HEALTH & HUMAN
SERVICES
233 N. Michigan Avenue, Suite 1300
Chicago, Illinois 60601



MIDWEST ALLIANCE OF SOVEREIGN TRIBES 1011 Main Street P.O. Box 265 Gresham, WI 54128-0265

Dear Tribal Leaders, Staff, Health Directors & HHS Officials:

The U.S. Department of Health and Human Services continues its strong commitment to our nation-to-nation relationship with tribal governments, continually working to ensure tribal communities have a meaningful voice in policy development, and improved services and consultation efforts in Indian Country.

In support of this commitment, the U.S. Department of Health and Human Services (HHS) will be hosting its annual regional Tribal Consultation sessions this August.

The HHS - Region V Office is honored to join with the Midwest Alliance of Sovereign Tribes (MAST) in respectfully requesting your participation in our upcoming consultation sessions.

Click below to register by the deadline on July 22:

Register here for the 2019 HHS and MAST Tribal Consultation

HHS - MAST Region V (Bemidji-Area) 2019 Consultation Session

Wednesday, August 7, 2019

9:00am - 6:00pm: HHS/Individual Tribal Meetings

Thursday, August 8, 2019

8:30am - 10:00am: Joint Tribal Caucus: Tribal Leaders & Tribal Staff

10:15am - 3:00pm: Formal Consultation Session

POTAWATOMI HOTEL & CASINO 1721 WEST CANAL STREET MILWAUKEE, WI

(Hotel reservations must be made directly with the hotel by calling 1-800-729-7244 and using group code "hhs06082019" for the \$109.00/night room rate.) PLEASE BE ADVISED, THERE ARE A LIMITED NUMBER OF ROOMS AVAILABLE SO PLEASE REGISTER BEFORE THE JULY 22 DEADLINE.

This year, a section of the Consultation Agenda will be developed based on the areas of concern listed by those who register. The agenda will be sent on or before the registration deadline.

We look forward to seeing you at the Milwaukee Potawatomi Hotel and Casino in August!

Warm regards,

Douglas O'Brien

Regional Director, HHS

Bougland, OBin

Scott Vele

Executive Director, MAST

http://www7.nau.edu/itep/main/conferences/confr_tlef

Approve the travel request - Councilman Daniel Guzman King - 2019 Tribal Lands & Environmental Forur

2019 Tribal Lands & Environment Forum

This year marks the tenth anniversary of ITEP's Tribal Waste and Response Assistance Program, and we are excited to offer the 9th annual Tribal Lands and Environment Forum (TLEF). This year's forum will be taking place at the Palm Springs Renaissance Hotel and Palm Springs Convention Center in Palm Springs, California, August 19-22, 2019.

The TLEF would not be the premier event it is without you! So, to thank you, we are reducing the registration for this year to only \$25.

This year's TLEF will feature special trainings, field trips, and breakout sessions focused on the conference theme: *A National Conversation on Tribal Land and Water Resources*. Topics highlighted at the TLEF include solid/hazardous waste management, brownfields, UST/LUSTs, Superfund sites, and emergency response. Tribal water program topics – water quality, drinking water, and habitat restoration (including wetlands, streams and fisheries) will also be included with breakout sessions, trainings and field trips. Plenty of networking opportunities will also be offered, making this a terrific event for tribal professionals, federal staff, nonprofit and industry personnel, and students of environmental sciences and Native American Studies, to connect with their colleagues who are also protecting the environment and their communities.

For more information on restaurants, entertainment, and local attractions in Palm Springs please visit: www.visitpalmsprings.com/.



Photo Credit: https://www.visitgreaterpalmsprings.com/listing/palm-springs-convention-center/6736/

On this website you will find information on Forum registration, submitting session/presentation proposals, hotel reservations, airport and transportation needs, sponsorship packages, artisan and exhibitor selections, Multi-Media Meetup networking and learning opportunity, travel scholarships, Frequently Asked Questions (FAQs), contact information, and the TLEF draft program. You may also access presentations and agendas from past forums.

Draft Agenda for the 2019 Tribal Lands and Environment Forum (TLEF) August 19-22, 2019

TRAININGS

Day	Room 1	Room 2	Room 3	Room 4	Room 5	Room 6	Room 7
Monday 8:00 – 12:00 Monday 1:00 – 5:00	Indigenous Planning & Mapping: Community Engagement Tools And Strategies For The Brownfields Redevelopment Process - Theodore Jojola, Michaela Shirley, Cynthia Annett, Blasé Leven, KSU Tribal TAB Note: This is an all- day training	UST Training and Field Trip Note: This is an all-day training	Incorporating Climate Change Impacts and Adaptation Considerations and Natural Resource Damage Assessment and Restoration at Superfund Sites - Michelle Krasnec, Abt Associates	Establishing and Enhancing a 128(a) Tribal Response Brownfield Program - Mickey Hartnett, KSU Tribal TA	Strengthening Tribal Self-Determination and Self-Governance – Jim Grijalva, University of North Dakota	Assessment Training – Laura Shumway and Kate Pinkerton, US EPA Note: This is an all-day training	Environmental Health and Land Reuse Training— Laurel Berman, ATSDR Note: This training will award participants a certificate. It is a 12 hour training and continues through Tuesday morning

Field Trips will include: A visit to the **Transfer Stations** of the Pala Band of Mission Indians and La Jolla Band of Luiseno Indians; a tour of the **Salton Sea** led by 29 Palms Band of Mission Indians and others; and a field trip to the **various sustainability and waste projects** of the Pechanga Band of Luiseno Indians.

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Day	Room 1	Room 2	Room 3	Room 4	Room 5	Room 6	Room 7
Tuesday 8:00 – 12:00	Database & Mapping Techniques For Inventorying Sites, Tracking Cleanup & Redevelopment Progress, and Community Engagement (Hands On!) – Cynthia Arnett and Eric Sheets, KSU Tribal TAB	Lead Awareness in Indian Country: Keeping Our Children Healthy - Susan Hanson, Shoshone Bannock Tribes and NTTC, and Jubin Cheruvel, MSU Health and Nutrition Institute and NTTC	Successful Redevelopment of Superfund on Tribal Lands: Tools and Support and Roundtable – Amanda Van Epps and Frank Avvisato, US EPA	Data vs. Information – Lydia Scheer, ITEP; Frank Harjo, Muscogee Creek Nation; BryAnna Vaughan, Bishop Paiute Tribe	Developing Tribal- EPA ETEPs for Environmental Protection – Lisa Berrios and Felicia Wright, USEPA	Spill Prevention and Counter Control Measures - Peter Reich, US EPA Region 9	Environmental Health and Land Reuse Training—Laurel Berman, ATSDR Note: This training will award participants a certificate and continues from Monday

Field Trips will include: A tour of the Soboba Band of Luiseno Indians' **solar project**; a visit to the **recycling and diversion projects** of the Morongo Band of Mission Indians; and a **hike in Indian** Canyons led by staff from the Agua Caliente Band of Cahuilla Indians.

BREAKOUTS

Day	Room 1	Room 2	Room 3	Room 4	Room 5	Room 6	Room 7	
Tuesday	Opening Plenary: California Grand Ballroom							
1:30 - 3:00pm	Fea	aturing Tribal Co		-			arks	
Tuesday 3:30 – 5:00	Tribal Transfer Station Case Study - Loren Jojolo, Pueblo of Isleta AND Collecting and Managing Recycling Data – Tracy Horst and Jason Lilley, Choctaw Nation	The ABC's of UST – Ben Thomas, UST Training AND What's Wrong with this Picture? – Ben Thomas, UST Training	The Partnership Between Tribes and EPA's Emergency Response Program: Case Studies from Region 9 — Amanda Pease, US EPA Region 9, Steve Calanog US EPA Region 9 and Vivian Craig, Navajo Nation EPA Superfund Program	Preparing Competitive Grant Proposals: 104(k) Brownfield & Other Funding – Ignacio Dayrit, CCLR, Rachel Lentz, US EPA, and Hans Bradley, Standing Rock Sioux Tribe	General Outreach Tips & Tricks for Environmental Programs – Heidi Brow, and Alexis Wallick, Pala Band of Mission Indians AND DISC: A New EPA Application to Enhance Sustainability and Resilience of Communities - David Olszyk and Wenona Wilson, US EPA Region 10	Developing Tribal Water Quality Standards as a First and Critical Step Toward Tribal Environmental Self- Determination – Jim Grijalva, University of North Dakota	ATTAINS for Tribal Assessment Reporting – Laura Shumway, US EPA AND The National Aquatic Resource Surveys: Assessing the Nation's Water through a National Partnership – Sarah Lehman, US EPA	

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Day	Room 1	Room 2	Room 3	Room 4	Room 5	Room 6	Room 7
Wednesday 8:30 – 10:00	Raising Environmental Awareness Through Community Outreach – Page Hingst, Santee Sioux Nation and Tracy Horst, Choctaw Nation	UST Program Updates and Future Directions – Carolyn Hoskinson, US EPA AND Characteristics of UST Cleanups in Indian Country - Mark Barolo, US EPA	Indigenous Response to Transboundary Smelter Contamination – Whitney Fraser, Lodestone Environ. Consulting and Cindy Marchand, Colville Confederated Tribes	Data Vs. Information – Lydia Scheer, ITEP, Frank Harjo, Muscogee Creek Nation, and BryAnna Vaughan, Bishop Paiute Tribe AND Brownfields Inventory Tool (BIT) and EPA ACRES Database – Scott Nightingale, KSU Tribal TAB and José García, US EPA	Don't Let the Sun Go Down: Originating, Conceiving and Implementing PV Solar Power Projects on Tribal Lands - Ignacio Dayrit, CCLR, Lisa Castilone, GRID Alternatives, and Ian A. Webster, Sc.D.Project Navigator, Ltd.	EPA Tribal Listening Session: Updates on Office of Water Regulatory Efforts – Rose Kwok, US EPA, Lauren Kasparek, US EPA	PFAS, Toxic Consumer Products, and Tribal Risks and Concerns – Lynn Zender, Zender Environmental, Susan Hanson, Shoshone Bannock Tribes, Suzanne Fluharty, Yukok Tribe and NTTC
Wednesday 10:30 - 12:00	Recycling and the Materials Economy: Making Recycling Work for You – Rob Roy, La Jolla Band of Luiseno Indians and Suzie Boxman, US EPA	UST Implementation: Successes and Challenges - Tony Raia and Mallory Miller, US EPA; Michael Arce, Oneida Nation	Case Study: Shoshone Bannock Tribes	Successful Tribal Brownfields Programs - Dale Mitchell, Passamaquoddy Tribe; Sean O'Brien, Penobscot Indian Nation; Margaret Chavez, ENIPC; Amy Jean McKeown, US EPA; Aaron Brignull and Rich Campbell, Campbell Environmental Group	Learn the Basics: Start Your Pollinator Protection Plan to Protect Tribal Natural Resources – Fred Corey, Aroostook Band of Micmacs, Amanda Hauff, US EPA	Groundwater Monitoring on the 29 Palms Reservation – Levi Anderson, 29 Palms Band of Mission Indians AND The Southern California Tribal Stream Team: Working Together for Water Quality Assessment – Kimberley Miller, Morongo Band of Mission Indians	Applying for Treatment in a Similar Manner as States (TAS) and Implementing a Tribal 303(d) Program - E. Dylan Laird, US EPA AND Addressing EPA's Proposed Rule Under CWA Section 401 – Jill Grant, Jill Grant & Associates, LLC, Ken Norton, Hoopa Valley Tribe, and Nancy Schuldt, Fond du Lac
Wednesday 12:00 - 1:30		Luncheon and		th Ta'kaiya Blaney ifornia Grand Ballı		tist and Singer:	

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Wednesday 1:30 – 3:00	From Trash to Treasure - Page Hingst, Santee Sioux Nation and Tracy Horst, Choctaw Nation	Compliance Assistance Officers and Federal Inspector Credentials for USTs in Indian Country - Carolyn Hoskinson, US EPA AND Gas Stations in Indian Country: Economic Opportunity, Environmental Liability and an Exercise in Sovereignty – Victoria Flowers, Oneida Nation	Remediation at the Tar Creek Superfund Site – Summer King, Quapaw Nation AND Remedies: To Defer Or Not To Defer? – Rebecca Stevens, Coeur d'Alene Tribe	Roundtable and Listening session with US EPA HQ/ Tribal Brownfields Forum – David Lloyd, US EPA, Erick Sheets & Oral Saulters, KSU Tribal TAB Partner, Joy Britt, Mike Brook, & Bailey Richards, Alaska Native Tribal Health Consortium,	Land, Water & Air: Tribal Resilience Planning in the Face of Climate Change – Nikki Cooley, ITEP	National Tribal Water Council Information Sharing & Listening Session	Successful Tips and Suggestion for Applying for EPA Competitive Grants – Howard Kahan, EPA and BryAnna Vaughan, Bishop Paiute Tribe AND How You Can Use E- Enterprise To Make Efficiencies In Your Environmental Program Management – Jessica Snyder, EPA
Wednesday 3:30 - 5:00			Multi Media N	leetup: California	Grand Ballroom		
Day	Room 1	Room 2	Room 3	Room 4	Room 5	Room 6	Room 7
Thursday 8:30 - 10:00	Solid Waste Code Writing for Tribal Environmental Professionals – Anne Perry, Snowpony Consulting	Hits and Misses: Region 7 Experiences with the October Deadline of the 2015 UST Rules – Mark Junker, Sac & Fox Nation of Missouri in KS and NE and Alisha Bartling, Santee Sioux Nation	Tribal Superfund Working Group Discussion on National Issues	Using Unmanned Aerial Vehicles (Drones) for Surveying and Inventorying Brownfields and Other Tribal Lands- Cynthia Annett, KSU Tribal TAB and Jose Garcia, US EPA	Emergency Management- Mike Reyes, 29 Palms Band of Mission Indians	US EPA's Decentralized Wastewater Program - Catherine Allen, US EPA AND Regulatory Challenges of the Navajo Gallup Water Supply Project — Yolanda Barney, Navajo Nation and Bessie Lee and Andrew Sallach, US EPA Region 9	Using CWA 319 Funds for Invasive Species Removal on Your Reservation — Howard Kahan, US EPA AND Engaging Communities on Water Through Arts and Culture — Marleah LaBelle, Native Village of Port Graham
Thursday 10:30 - 12:00	Tribal Composting Case Study – Alex Bauer, Stockbridge- Munsee Indian Community AND Developing a Small-Scale Composting Operation at Elk Valley Casino - Keitasha Royal, Elk Valley Rancheria	Tribal Case Study of a UST Cleanup – Troy Techlin, Saginaw Chippewa Indian Tribe of MI AND Site Characterization and Remedial Design: The Struggle Is Real – Lisa Montgomery and Mark Junker, Sac & Fox Nation of Missouri in KS and NE	Tribal Superfund Working Group Talking Circle	The Northern Cheyenne Tribe's Brownfields Program: Addressing Community Challenges – Wayne Roundstone, Northern Cheyenne Tribe AND Coachella Crossroads: A Brownfields Case Study - Marco Perez, 29 Palms Band of Mission Indians	Revised GAP Guidance Information Session – Felicia Wright and Lisa Berrios, US EPA	Implementation of 3Ts Lead in Tribal Schools Sampling Programs – Loribeth Tanner and Meaghan Bresnahan, US EPA Region 6	Tribal Water Program Case Studies – Staff from Prairie Band Potawatomi Nation and Santee Sioux Nation

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	Providing	Emerging Issues and	Area Planning for	Leveraging	Tighten the Ropes,	Success Stories: How	Watershed Planning
Thursday	Household	Trends in Fueling	Oil Spills: How To	Brownfields to Build	Build a Bridge –	To Highlight Tribal	and Implementation:
,	Hazardous Waste	Systems:	Be Involved - Nhi	Tribal Resilience –	Brandy Reed, US	Work Reducing	Using the Watershed
1:30 - 3:00	Assistance to	Observations and	Irwin and Linda	Jennifer Clancey and	EPA Region 7	Nonpoint Source	Approach in Your
	New Mexico	Solutions – Jeff	Pilkey-Jarvis, WA	Oral Saulters, KSU	AND	Pollution – Howard	Nonpoint Source
	Pueblos and	Dzierzanowski, Source	State Dept. of	Tribal TAB, Page	There's No "I" In	Kahan, US EPA	Program - Sarah
	Tribes – Amity	NA	Ecology AND	Hingst, Santee Sioux	Team – Lisa	AND	Ryan, Big Valley
	Furr, ENIPC		Leveraging	Nation of Nebraska,	Montgomery, Sac	A Journey of 1,000	Band of Pomo
	AND Solid Waste		Authorities: Tribal	Mike Henry, Tohono	and Fox of Missouri	Miles: Fire, Water	Indians and Janette
	and Household		Response to a Train	O'odham Nation,	in KS and NE;	and Earth on Santa	Marsh, US EPA
	Hazardous Waste		derailment and Spill	and Damon Dunbar,	Brandy Reed, US	Clara PuebloDino	
	Tracking Methods		 Nancy Schuldt, 	Cheyenne-Arapaho	EPA Region 7	Chavarria, Santa	
	and Forms – Heidi		Fond du Lac Band	Tribes		Clara Pueblo	
	Brow, Pala Band		of Lake Superior				
	of Mission		Chippewa				
	Indians						
Thursday			Closing Pler	nary: California Gra	and Ballroom		
3:30 - 5:00		Final Raffle and Presentation on Big Horn Sheep Conservation by Agua Caliente Band					

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Oneida Business Committee Agenda Request

Enter e-poll results into the record regarding the approved travel request - Councilman David P. Jordan -.

1. Meeting Date Requested: 07 / 10 / 19
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Travel Request
 □ Accept as Information only ☑ Action - please describe: Enter e-poll results into the record regarding the approved travel request for Councilman David P. Jordan to attend the WisDOT Inter-Tribal Task Force meeting in Bad River, WI - July 10-11, 2019
3. Supporting Materials Report Resolution Contract Other: 1. E-mails with request and results 3.
5-
BC Agenda Request and supporting materials 4.
☐ Business Committee signature required
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted 5. 6. 1
5. Submission
Authorized Sponsor / Liaison: Lisa Summers, Secretary
Primary Requestor/Submitter: Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office Your Name, Title / Dept. or Tribal Member
Additional Requestor: Requestor: David P. Jordan, Councilman Name, Title / Dept.
Additional Requestor: Name, Title / Dept.

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From: TribalSecretary

To: BC Members; TribalSecretary

Cc: BC Assistants; BC_Agenda_Requests

Subject: E-POLL RESULTS: Approve the travel request - Councilman David P. Jordan - WisDOT

Inter-Tribal Task Force meeting - Bad River, WI - July 10-11, 2019

Attachments: BCTR Approve the travel request - DJ - WisDOT Inter-Tribal Task Force meeting -

Bad River, WI - July 10-11, 2019.pdf

Importance: High

E-POLL RESULTS

The e-poll to approve the travel request for Councilman David P. Jordan to attend the WisDOT Inter-Tribal Task Force meeting in Bad River, WI - July 10-11, 2019, <u>has been approved</u>. As of the deadline, below are the results:

Support: Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, 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: Wednesday, June 19, 2019 11:41 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; Patricia M. King

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-

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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 - Councilman David P. Jordan - WisDOT Inter-

Tribal Task Force meeting - Bad River, WI - July 10-11, 2019

Importance: High

E-POLL REQUEST

Summary:

Request attendance at this meeting of the Inter-Tribal Task Force as there is a possibility there may not be a quorum to hold this meeting. The meeting scheduled for May 9th was not held due to no quorum and this would delay the next meeting of this task force until sometime in August.

There are critical items that need to be discussed and action taken such as:

- 1. Identifying potential topics for the annual consultation between the 11 Tribes and Secretary Thompson.
- 2. A proposed change from our safety committee to do safety trainings instead of a safety summit this year.
- 3. Review the Gap Analysis prepared for the ITTF by OES with recommendations to improve the ITTF.

A decision regarding attendance has to be made by July 1st and due to the cancelled BC Meeting of June 26, 2019, there would not be sufficient time to place this on the July 10, 2019 meeting agenda.

Requested Action:

Approve the travel request for Councilman David P. Jordan to attend the WisDOT Inter-Tribal Task Force meeting in Bad River, WI - July 10-11, 2019

Deadline for response:

Responses are due no later than 4:30 p.m., THURSDAY, June 20, 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 Da	ite Requested: / /	× e-	poll requested					
2. General Informa	tion:							
Event Name:	WisDC	WisDOT Inter-Tribal Task Force						
Event Location:	Bad River, WI	Attendee(s): Dav	id P. Jordan					
Departure Date:	July 10, 2019	Attendee(s):						
Return Date:	July 11, 2019	Attendee(s):						
3. Budget Informat ☐ Funds availabl ☐ Unbudgeted ☑ Grant Funded	e in individual travel budget(s)	Cost Estimate: _	\$300.00					
Request attendance quorum to hold the would delay the new there are critical it. Identifying pote 2. A proposed chamber 3. Review the Gap A decision regarding	ication of this Travel Request: ce at this meeting of the Inter-Tribal This meeting. The meeting scheduled for the meeting of this task force until solutions that need to be discussed and acceptial topics for the annual consultations from our safety committee to do Analysis prepared for the ITTF by OE: ng attendance has to be made by July not be sufficient time to place this or for attendance.	or May 9th was not he metime in August. ction taken such as: on between the 11 Tril safety trainings instea of with recommendation	oes and Secretary Thompson. and of a safety summit this year. ons to improve the ITTF.					
5. Submission Sponsor: David P.	Jordan, Councilmember	Jada						

- 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

Leyne C. Orosco

Subject:

ITTF Meeting on July 11, 2019

Location:

Bad River Casino & Lodge; https://global.gotomeeting.com/join/141072221

Start: End: Thu 7/11/2019 8:30 AM Thu 7/11/2019 4:30 PM

Recurrence:

(none)

Meeting Status:

Accepted

Organizer:

Agnes Fleming

Good Afternoon ITTF:

This is a friendly reminder for the upcoming ITTF meeting in Bad River on July 11, 2019. Attached is the agenda for this meeting and minutes of the March 14, 2019 meeting that need to be reviewed and acted upon.

Tribal participation is essential for this meeting. Stacey Schreiber has left Stockbridge-Munsee, and consequently her position as the chair of the ITTF. Delores Staples from St. Croix will ascend to the Chair, but we need to elect a new vice chair.

Other critical issues which require ITTF action include:

Identifying potential topics for the annual consultation between the 11 Tribes and Secretary Thompson A proposed change from our safety committee to do safety trainings instead of a safety summit this year Review the Gap Analysis prepared for the ITTF by OES with recommendations to improve the ITTF.

We didn't have a quorum for our scheduled meeting on May 9, 2019 so I'm asking that you respond to this email by July 1, 2019 and let me know if you'll be attending in person or by calling in on the teleconference phone line. If we do not have a quorum, we will be forced to postpone the meeting until August.

Because of the Partnership Agreement between WisDOT, FHWA, and the eleven Tribes, we, as the Inter-Tribal Task Force, are in a unique position to positively impact the short and long-term transportation policies and priorities of the WI Department of Transportation. To accomplish this, your thoughts and ideas expressed at our meetings are vital in being successful in meeting the transportation needs of our people.

Thank you for your time and I look forward to hearing from you.

Agnes

Greetings ITTF:

To assist in the scheduling of meetings dates, I'll be sending out emails identifying dates for the entire 2019 calendar year. The fourth ITTF meeting will be held on **Thursday**, **July 11**, **2019 at the Bad River Lodge & Casino**.

Bad River Lodge & Casino 73350 U.S. Highway 2 Odanah, WI 54861



Wisconsin Department of Transportation

Inter-Tribal Task Force



Thursday, July 11, 2019 9:00 am -Bad River Casino & Hotel

MEETING AGENDA

WISDOT ITTF PURPOSE STATEMENT

- Review and provide consultation to the Secretary of the Wisconsin Department of Transportation (WisDOT) and tribal leaders on short and long-term transportation policies and priorities that have the potential to impact tribal transportation systems and communities.
- Evaluate the results and effectiveness of transportation policies and priorities upon tribal transportation systems and communities.
- Review and make recommendations to agency administration and elected tribal leaders.

Teleconference Line: 1 (312) 757-3121

Access Code: 141-072-221

Join Meeting: https://global.gotomeeting.com/join/141072221

8:30 to 9:00 am - Breakfast 9:00 am

- 1. Call to Order
- 2. Invocation
- 3. Approve the agenda
- 4. Review Meeting Minutes

Review/Approve WisDOT ITTF Minutes from March 14, 2019 in Forest County Potawatomi Community

- 5. Review Action Items from March 14, 2019 meeting
- * Rebecca Burkel will schedule a signing date for the revised Partnership Agreement.

 Ryan is assisting. <u>RESPONSE</u>: Continue working to identify date for signing ceremony.

 A tentative date of June 10, 2019 is currently being considered.
- Ryan will continue to provide training for SharePoint. <u>RESPONSE:</u> Ryan will respond when requested
- Kim will update the ITTF website adding Work Team Meeting Notes and approved ITTF agenda and meeting minutes <u>RESPONSE</u>: Website is updated
- Agnes has received material and numbers from the Cultural Awareness training and will begin compiling information <u>RESPONSE</u>: Compilation is still being conducted
- Cyless will forward TLAC's RFP to Agnes <u>RESPONSE</u>:
- Agnes will forward TLAC's RFPs to ITTF Members RESPONSE:
- Brad will send Ryan & Cyless information on upcoming MSHA trainings <u>RESPONSE</u>:
- Cyless will schedule OSHA Training <u>RESPONSE</u>:
- Cyless will look into scheduling MSHA training RESPONSE:
- Agnes will send ITTF Members info on Safety Summit <u>RESPONSE</u>: Safety & Signage work team is discussing date for the Safety Summit and identifying a facilitator*
- * Ryan will send ITTF Members the Statewide Safety Plan with signature page

ITTF Agenda Page 1 of 3



Wisconsin Department of Transportation

Inter-Tribal Task Force



<u>RESPONSE:</u> ITTF members will request council attention and permission to release the Statewide Safety Plan (Ryan volunteered to assist in presenting if requested.)

- Stacey will begin to schedule site visits. Will put together an email and work with Ryan & Agnes to coordinate <u>RESPONSE</u>: Will need to identify another ITTF representative for review
- Agnes will send out work team rosters for ITTF Members to confirm or move to another work team RESPONSE: Included in ITTF meeting packet
- Agnes will follow up with Ryan Murphy on GAP Analysis timeline <u>RESPONSE</u>: Ryan stated he'll have a draft ready in mid-May
- Agnes will send out GAP Analysis timeline to ITTF Members
- Brad will send Agnes Clean Diesel Equipment grant information <u>RESPONSE</u>: Brad sent out notice to the ITTF
- Agnes will share Clean Diesel Equipment grant information with ITTF Members RESPONSE: Brad Bowman sent an email to all the ITTF
- David will send Agnes information regarding the current THPO vacancy
- Agnes will share Oneida's THPO vacancy information with the ITTF Members RESPONSE: Sent notice to ITTF
- Ryan will send ITTF Members an updated report for local project programs <u>RESPONSE</u>: WisDOT Regional Liaison reports are included in meeting packets
- Ryan will pursue options for emergency snow removal <u>RESPONSE</u>: Referred to Regional WisDOT Tribal Liaisons
- Agnes will send ITTF Members information regarding the Federal Highway
 Administration vacancy <u>RESPONSE</u>: Have not received new appointee yet. Will keep the ITTF informed. Daniel Holt was named as our contact for FHWA
- 6. WisDOT Presentation on the WISLR System at 1:00 pm.
- 7. Secretary Department of Transportation Consultation on September 4, 2019 in Milwaukee at the Potawatomi Hotel & Casino. Bring topics for discussion at our next ITTF meeting.
- 8. 2019-20 Safety Summit proposed revision to the Annual Work Plan
- 9. Gap Analysis Report

10. Standing Reports

- Chairwoman's Report
 - Election of Vice Chairperson
- Statewide-Liaison Report –Brent Pickard & Sandy Stankevich, WisDOT
 - Update on Statewide-Liaison Position
 - Native American Hiring Provision
 - Update on Statewide Safety Plan
 - Update on Partnership Agreement

ITTF Coordinator Report – Agnes Fleming

- Update Work Team Rosters meeting notes
- Update on current year Scope of Work
 - o Update on Transit Peer Exchange held on April 25, 2019
 - o Update on Tribal Real Estate Training held on April 17, 2019
 - Stem Curriculum -



Wisconsin Department of Transportation

Inter-Tribal Task Force



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o Tribal

Certification Webinars – 2019 WTTC Update

- Tribal Labor Advisory Committee (TLAC) Cyless Peterson
 - * 2019-20 Annual Work Plan Draft
 - * Statewide TrANS Provider meeting
 - * Developing Urban Indian and Women in the Trades Outreach
 - * Baseline Assessment
 - * Cultural Curriculum Update
- Tribal Historic Preservation Officers (THPO)
 THPO Listening Session April 23 & 24 THPO Update

11. Tribal Reports

Bad River Ben Connors
Forest County Potawatomi Todd Mulvey
Ho-Chunk Brett Blackdeer

Lac Courte Oreilles

Lac du Flambeau George Thompson

Menominee Crystal Chapman-Chevalier

Oneida David Jordan
Red Cliff Jeff Benton
Sokaogon Chippewa Chris McGeshick
St. Croix Delores Staples
Stockbridge-Munsee William Miller

12. Tribal Liaison Reports

Nicole Flamang

Matt Halada

Sandy Stankevich

Brent Pickard/Sandy Stankevich WisDOT - Interim Statewide Tribal Liaison

WisDOT - SW WisDOT - SE WisDOT - NW WisDOT - NC WisDOT - NE

Jennifer Robertson BOTS

13. Bureau of Indian Affairs - David O'Donahue

14. Federal Highway Administration - Daniel Holt

15. Adjournment

16. Materials List

- 3-14-19 ITTF Meeting Minutes
- WTTC Report & 2019 WTTC Save the Date
- Preliminary report for Transit Peer Exchange & Tribal Real Estate Training
- GAP Analysis
- STEM Curriculum Report
- Tribal Liaisons Reports

ITTF Agenda Page 3 of 3

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Oneida Business Committee Agenda Request

Enter e-poll results into the record regarding the approved travel request in accordance with §219.6-1 -...

1. Meeting Date Requested: 07 / 10 / 19
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Travel Request
 □ Accept as Information only ☑ Action - please describe: Enter e-poll results into the record regarding the approved travel request in accordance with §219.6-1 for
five (5) individuals to attend the 2019 Special Election in Milwaukee, WI - July 19-21, 2019
3. Supporting Materials Report Resolution Contract Other:
1. E-mails with request and results 3.
BC Agenda Request and supporting materials 4.
☐ Business Committee signature required
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Lisa Summers, Secretary
Primary Requestor/Submitter: Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office Your Name, Title / Dept. or Tribal Member
Additional Requestor: Requestor: Vicki Cornelius, Chair/Oneida Election Board Name, Title / Dept.
Additional Requestor: Name, Title / Dept.

Lisa A. Liggins

From: TribalSecretary

Sent: Friday, July 05, 2019 2:33 PM

To: TribalSecretary; 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: BC_Agenda_Requests; 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 in accordance with §219.6-1 - Five (5)

Individuals - 2019 Special Election - Milwaukee, WI - Jul 19-21,2019

Attachments: BCAR Approve the travel request in accordance with §219.6-1 - Five (5) Individuals -

2019 Special Election - Milwaukee, WI - Jul 19-21,2019.pdf

Importance: High

E-POLL RESULTS

The e-poll to approve the travel request in accordance with §219.6-1 for five (5) individuals to attend the 2019 Special Election in Milwaukee, WI - July 19-21, 2019, <u>has been approved</u>. As of the deadline, below are the results:

Support: David P. Jordan, Trish King, Kirby Metoxen, Brandon Stevens, 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: Tuesday, July 02, 2019 9:49 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

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<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 in accordance with §219.6-1 - Five (5) Individuals -

2019 Special Election - Milwaukee, WI - Jul 19-21,2019

Importance: High

E-POLL REQUEST

Summary:

To be in compliance with the Election Law in regards to the election process, six (6) Election Board Members (including alternates) are required, one (1) Enrollments Department staff will be there to assist in the voter registration process, and one (1) Oneida Police Officer will be there for a total of eight (8).

The request is for three (3) Election Board Members, one (1) Enrollments Department staff, and one (1) Oneida Police Officer. The other three (3) required Election Board Members will be alternates from SEOTS and will not require travel approval.

Requested Action:

Approve the travel request in accordance with §219.6-1 for five (5) individuals to attend the 2019 Special Election in Milwaukee, WI - July 19-21, 2019

Deadline for response:

Responses are due no later than 4:30 p.m., WEDNESDAY, July 3, 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 Agenda Request

1. Meeting Date Requested: / /
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Travel Request
 ☐ Accept as Information only ☒ Action - please describe:
Approve travel request in accordance with §219.6-1 - Five (5) Individuals - 2019 Special Election - Milwaukee, WI - July 19-21, 2019
3. Supporting Materials Report Resolution Contract Other:
1. Memo 3.
2.
☐ Business Committee signature required
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Vicki Cornelius, Election Board Chairperson
Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal Member
Additional Requestor:
Name, Title / Dept.
Additional Requestor: Name, Title / Dept.



MEMORANDUM

To: Tehassi Hill, BC Chairman & Lisa Summers, BC Secretary

From: Vicki Cornelius, Election Board Chairperson

Date: June 28, 2019

Subject: Request to Approve Travel for 2019 Special Election

On behalf of the Oneida Election Board, I hereby respectfully request approval for travel to the Milwaukee polling site for the 2019 Special Election scheduled for July 20, 2019.

To be in compliance with the Election Law in regards to the election process, six (6) Election Board Members (including alternates) are required, one (1) Enrollments Department staff will be there to assist in the voter registration process, and one (1) Oneida Police Officer will be there for a total of eight (8).

The request is for three (3) Election Board Members, one (1) Enrollments Department staff, and one (1) Oneida Police Officer. The other three (3) required Election Board Members will be alternates from SEOTS and will not require travel approval.

Costs will include hotel, mileage, per diem for Friday through Sunday (07/19-21/19). Based on figures from the 2018 Special Election final report, total estimated cost is \$3,000. Funds are included in the FY-2019 budget.

Thank you for your time and consideration in regards to this matter.

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* NOTICE * 2019 SPECIAL ELECTION

SCHEDULED FOR:

Saturday, July 20, 2019 7:00 a.m. - 7:00 p.m.

ONEIDA RIDGEVIEW PLAZA – SUITE #4
3759 West Mason Street
Oneida WI 54155

&

SEOTS
5233 West Morgan Avenue
Milwaukee WI 53220

PLEASE NOTE: MUST BE AGE 18 OR OLDER TO VOTE PICTURE IDENTIFICATION REQUIRED FOR VOTING NO CHILDREN ALLOWED IN VOTING AREA

ONEIDA NATION TRAVEL AUTHORIZATION REQUEST

General Travel II	nform	ation
-------------------	-------	-------

Name of Traveler	Tracy Smith			
Please list	name as it appears on Travelers Driv	ver's License or WI State ID		
	VENDOV2 Employee # Date of Birth			
Destination	Milwankel WII			
Departure date	7/19/2019	Return date 7/21/2019		
Purpose of travel	2019 Special Election-1	Milwankle Polling Site		
Charged GL Account	001-4273009-000-			

GSA Rate Information for the destination

Per Diem rate per day	s \(0 \(0 \)	Lodging rate per day	s 120
-----------------------	----------------	----------------------	-------

Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
	1 .	0.75	Miles	W0 60
Per Diem initial travel date	\$ 66	0.75	-	\$ 44.30
Per Diem full day at destination Pelicon Site	\$ 0	1.00	0	\$
Per Diem return travel date	\$ 60	0.75	1	\$49.50
Subtract included meals				\$
Lodging including room rate plus taxes	\$ 120		2	\$ 240
Airfare	\$			\$
Private Car Mileage	\$		270mi	\$
Taxi or car rental	\$			\$ -
Luggage Fees	\$			\$
Registration – accept VISA? Yes / No	\$			\$
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estim</u>	\$			
	\$ 239,00			

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

Signatures / App	rovais		_	
	Signature		Date	Contact Phone #
Traveler	Jaco		6-27-19	
Program Director	Osto C	 	6-27-19	Not needed
General Manager)		Not needed

ONEIDA NATION TRAVEL AUTHORIZATION REQUEST

Name of Traveler	Shannon Me	toxen	
Please list i		ravelers Driver's License or W	l State ID
	YENCOR Employee#	Date of Birth	
Destination	MilWanker,	M	
Departure date	7/19/19	Return date	7/21/19
Purpose of travel	2019 SPRCIAL #	180tion-Milwanuel	Polling Site
Charged GL Account		-000 - 7/11000 - O	

GSA Rate Information for the destination

Per Diem rate per day	\$ 600	Lodging rate per day	\$ 120

Cost Estimate Information

			Days/	
Description	Rate	Factor	Miles	Total
Per Diem initial travel date	\$ (0(0	0.75		\$ 49.50
Per Diem full day at destination (Meal Provided)	\$-6	1.00	0	\$ -
Per Diem return travel date	\$40	0.75		\$ 49.50
Subtract included meals				\$
Lodging including room rate plus taxes	\$ \20		2	\$240
Airfare	\$			\$
Private Car Mileage	\$		270m;	\$
Taxi or car rental	\$			\$
Luggage Fees	\$			\$
Registration – accept VISA? Yes / No	\$			\$
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estim</u>	\$			
	\$ 339.00			

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / App	roval	1	1.		
	Sign	ature /		 Date ,	Contact Phone #
Traveler		WZ	dis	10/27/19	490-3800
Program Director	Vint	1 CC	2	27-19	Not needed
General Manager					Not needed

ONEIDA NATION TRAVEL_AUTHORIZATION_REQUEST

General	Travel	Infor	mation
---------	--------	-------	--------

Name of Traveler	Tina Ivenandore		
Please list	name as it appears on Travelers Driv	er's License or W	/I State ID
	VENDOR Employee #	Date of Birth	
Destination	Milwania, WI		
Departure date	7/19/2019	Return date	7/21/2019
Purpose of travel	2019 Special Election	n-Milwan	Lee Polling Site
Charged GL Account	001-4273009-000-7		()

GSA Rate Information for the destination

Per Diem rate per day	\$ QQ	Lodging rate per day	\$ 120
-----------------------	-------	----------------------	--------

Cost Estimate Information

			Days/	
Description	Rate	Factor	Miles	Total
Per Diem initial travel date	\$ 600	0.75		\$ 49.50
Per Diem full day at destination (Mean) provided at	\$ 0	1.00	0	\$ -
Per Diem return travel date	\$ (0(0	0.75	1	\$49.50
Subtract included meals				\$
Lodging including room rate plus taxes	\$120		2	\$ 240
Airfare	\$		1.42	\$
Private Car Mileage	\$		270mi	\$
Taxi or car rental	\$			\$
Luggage Fees	\$			\$
Registration – accept VISA? Yes / No	\$			\$
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estimate</u> re-approval is required			uired	\$
	\$ 33900			

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

Signature // ,	Date	Contact Phone #
Traveler MO MOLMMONTC	(0-27-1ª	}
Program Director	6-27-19	Not needed
General Manager		Not needed

Program Director

General Manager

ONEIDA NATION TRAVEL AUTHORIZATION REQUEST

	TRAVEL AUTHORIZ	ATION RE	MOEST			
General Travel Informa	tion			<u>.</u>		1
Name of Traveler	Deboran Johns	ion-Giv	tiene	2	. In	_
Please list	name as it appears on Trave	1			ie ID	
	Employee#		Date of Bi	rth		_
Destination	Milwamue, WI			J.,	10010	
Departure date	1/19/2019		Return dat		20/19	
Purpose of travel	2019 Special Elec	1- noite	ALL MIGN	ille to	lling Site	_
Charged GL Account					•	
GSA Rate Information	for the destination					¬
Per Diem rate per day	\$ 44	Lodging	rate per da	ay \$	120	
Cost Estimate Informat	tion .					
Description		Rate	Factor	Days/ Miles	Total	
Per Diem initial travel de	afe	\$110	0.75	1	\$ 49.50	-
	stination (mean provided)	\$ A	1.00	A	8	_
Per Diem return travel of	' ' (\$606	0.75	1	1.0	
Subtract included meals					\$	
Lodging including room	***************************************	\$120			\$1/240	(ES+)
Airfare	Tate plus taxes	\$			\$	
Private Car Mileage		\$		270mi	\$	
Taxi or car rental		\$			\$,	
Luggage Fees		\$			\$	1
Registration accept V	ISA? Yes / No	\$			\$	
Allowable price adjustmen		<u> </u>		المعالية		-
if travel arrangements ex	(deed the Total Cost Estim				\$21900	ES+ TRIP
		10	tal Cost E	stimate	1821	J cost
also understand that If this shall be held responsible fo the Personal Policles and F in the event that the advan	will be deducted from my clai advance in not cleared within or the full amount advanced a Procedures for my fallure to c ce payment is not cleared wit e as to the amount due, by s	n 10 calend and that I malear this ma thin 10 cale	ar days afte ay be reprin atter within t ndar days c	er my trav nanded li the time s of my retu	el return date, I n accordance with so allotted. Further irn, and I have not	
oluntary wage deduction for	or the entire amount outstand	ding.				and the second second
<mark>Signatures / Approvals</mark> Signa		2 2	Da	to 1	Contact Phone #	- 1
171	ture #/le/	utini.	// 2	210	30.445.640.	- -
Traveler / / /	WIND HENVYKUY (SI	ncerre	21001	1/ //	740. 640.	긔

Not needed Not needed

ONEIDA NATION TRAVEL AUTHORIZATION REQUEST

General Tra	vel Inf	ormation
-------------	---------	----------

Name of Traveler	Ralph F	BUSINO		
Please list	name as it appears	on Travelers Drive	r's License or W	I State ID
	Employee #		Date of Birth	
Destination	Milwanke	2. MI		
Departure date	7/19/2019		Return date	7/21/2019
Purpose of travel	2019 Specie	al Election-1	Milmanue	Polling Site
Charged GL Account				O

GSA Rate Information for the destination

•	1 1 1		h
Per Diem rate per day	\$ (0(0	Lodging rate per day	\$ 120

Cost Estimate Information

Cost Estimate information	1	1	Days!		ī
Description	Rate	Factor	Days/ Miles	Total	
Per Diem initial travel date	\$ (0(0	0.75	1	\$ 49.50	
Per Diem full day at destination (MUNS provided on policy Site.) s -	1.00	0	\$	
Per Diem return travel date	\$ 60	0.75	1	\$49.50	
Subtract included meals	1945			\$	
Lodging including room rate plus taxes	\$120		2	\$240	(ES4)
Airfare	\$			\$	
Private Car Mileage	\$	£ 42.45 s	270m	\$	
Taxi or car rental	\$			\$	
Luggage Fees	\$			\$	
Registration – accept VISA? Yes / No	\$		4	\$	
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estim</u>	ate re-appi	roval is req	uired	\$	
Total Cost Estimate \$33]

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

Signatures / App	rovais		
_	Signature	Date	Contact Phone #
	-		
Traveler	<u>, </u>		
Program Director	1	6-27-19	Not needed
General Manager			Not needed

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Oneida Business Committee Agenda Request

Re-post one (1) vacancy for the Oneida Community Library Board

1. Meeting Date Requested: <u>07</u> / <u>10</u> / <u>19</u>

2. General Information:
Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: New Business
☐ Accept as Information only
Approve request to re-post one (1) vacancy for the Oneida Community Library Board.
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:

A vacancy on the Oneida Community Library Board was posted with an application deadline of June 14, 2019. Zero (0) applications have been received. The term for this vacancy ends February 28, 2022. According to the Boards, Committees, and Commissions Law 105.5-5. Insufficient Applicants. In the event that there are an insufficient number of applicants after the deadline date has passed for appointed positions, the Oneida Business Committee may elect to: (a) include within the pool of appointed persons late applications, or (b) repost for an additional time period. In the event of reposting, prior applicants will be considered to have filed applications within the deadline period. Please note, this is the 4th request to repost due to lack of applicants. Action requested: Approve request to re-post one (1) vacancy for the Oneida Community Library 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

Public Packet 402 of 452

Oneida Business Committee Agenda Request

Approve the 2019 Indian Housing Plan amendments and the 2020 Indian Housing Plan

1. Meeting Date Req	uested: <u>07</u> / <u>10</u> / <u>19</u>
2. General Information Session: Ope	
Agenda Header:	eports
☐ Accept as Inform ☐ Action - please of	escribe:
Approve the Cofor submittal.	nprehensive Housing's 2019 Indian Housing Plan Amendments and 2020 Indian Housing Pla
Other:	esolution Contract
1. 2019 Indian	Housing Plan Amendments 3. 2020 Indian Housing Plan
•	
2.	4.
☐ Business Comm	tee signature required
4. Budget Informatio Budgeted - Triba	
5. Submission	
Authorized Sponso	/ Liaison: Dana McLester, DivisionDirector/Comprehensive Housing
Primary Requestor/	
Additional Requesto	
	Name, Title / Dept.
Additional Requesto	r: Name, Title / Dept.



Memo

To:

Business Committee

From:

Dana McLester, Comprehensive Housing Division Director

Date:

06/28/2019

Re:

FY 19 Indian Housing Plan Amendments and FY 2020 Indian Housing Plan

The Comprehensive Housing Division FY 2019 Indian Housing Plan has the following amendments:

- Remove Development Program 2018-100
 - Leveraging IHBG Funds with Tax Credits
- Addition Development Program 2020-118
 - Leveraging IHBG Funds with IHBG Competitive Funds
 - 2 4 Bedroom Homeownership located Green Valley
 - 2 3 Bedroom Homeownership located Green Valley
- Addition Development Program 2020-118B
 - Leveraging IHBG Funds with IHBG Competitive Funds
 - 4 4 Plex Apartments located Uskah Village

The FY 2020 Indian Housing Plan is attached with report to support the Indian Housing Plan. These items will be placed on the July 10th BC meeting agenda.

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Energy and Performance Information Center (EPIC)

OMB CONTROL NUMBER: 2577-0218 EXPIRATION DATE: 07/31/2019

Grant Number: 55-IT-55-49100

Report: IHP Report for 2019

Grant Information:	
Grant Number	55-IT-55-49100
Recipient Program Year	10/01/2018-09/30/2019
Federal Fiscal Year	2019
Initial Indian Housing Plan (IHP):	Yes
Amended Plan	
Annual Performance Report (APR):	
Tribe:	Yes
TDHE:	
Recipient Information:	
Name of the Recipient	Oneida Tribe of Indians of Wisconsi
Contact Person	Hill, Tehassi
Telephone Number with Area Code	920-869-4000
Mailing Address	PO Box 365
City	Oneida
State	WI
Zip	54155
Fax Number with Area Code	920-869-2194
Email Address	thill7@oneidanation.org
Tribes:	
TDHE/Tribe Information:	
Tax Identification Number	396081138
DUNS Number	798227278
CCR/SAM Expiration Date	03/19/2019

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Type of Need (A)	Low-Income Indian Families (B)	All Indian Families (C)
Overcrowded Households	✓	✓
Renters Who Wish to Become Owners	✓	✓
Substandard Units Needing Rehabilitation	✓	✓
Homeless Households	✓	✓
Households Needing Affordable Rental Units	✓	✓
College Student Housing		
Disabled Households Needing Accessibility	✓	✓
Units Needing Energy Efficiency Upgrades	✓	✓
Infrastructure to Support Housing	✓	✓
Other (specify below)		
Planned Program Benefits Geographic Distribution	The Comprehensive H (CHD) planned prograr focus on addressing marehabilitation needs of stock and new construct program year the CHD and improve efficiency development, staff trair leveraging of resources the division. Improvement control system will control system will control to enhance tracking of and new development Comprehensive Housin to promote safe and he are affordable to meet to Oneida community. The Housing Division's Incomploys 39 staff to man and administer program though out the year. The employment and caree community members community members community members of housing for the Oneida Maintenance staff will corder requests in a time respond to emergencie and electrical issues duand weekends. The maresponsible for 325 ren staff will continue to impenergy efficiency of our	ns and activities will aintenance and low-income housing oution. In the FY 2019 will continue to assess in management, policy and financial is to meet the needs of ents to the inventory tinue to be implemente housing unit stock cost unit costs. The Ing Division will continue althy housing units that the needs of the e Comprehensive mage, operate, maintain and project activities his provides of the community. Continue to meet work ely manner and such as plumbing uring the day, evenings aintenance program is tal units. Rehabilitation prove the quality and housing stock.
	Oneida Nation Reservatincludes portions of Bro Counties in Wisconsin. distribution of housing whousing sites of scatter own units within the Cit Brown and Outagamie Nation did a Reservatic Report revealing the neovercrowding and the labousing within the serv Comprehensive Housing Housing Resource Cocas a one-stop-shop offeinformation for all resid supportive programs fo	ation boundries which own and Outagamie Geographical units includes various red rental and rent to by of Green Bay and counties. The Oneida on Housing Analysis and of "affordable" ice area. The go Division provides a profinator staff position ering housing resource ential housing and

Public Packet 406 of 452

Programs

2013-101 : Development

Program Name:	Development	
Unique Identifier:	2013-101	
Program Description (continued)	The Development Acquisition program will rehabilitate two homes that were purchased in July of 2018 This consists of N7074 Seminary Road a 4 bedroom unit and N6544 Seminary Road a 3 bedroom unit. These two units will be ready for occupancy by September 30th, 2018.	
Eligible Activity Number	(3) Acquisition of Rental Housing [202(2)]	
Intended Outcome Number	(1) Reduce over-crowding	
APR: Actual Outcome Number	This information is only completed for an APR.	
Who Will Be Assisted	Low-Moderate Income Families	
Types and Level of Assistance	Low-Moderate Income Families will receive a unit that meets the family composition, household needs, and of moderate sized square footage. Units will be of quality construction that is affordable, energy efficient and equipped with Energy Star appliances.	
APR : Describe Accomplishments	This information is only completed for an APR.	
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual	
	Number of 2 This Units to be information Completed is only in Year completed for an APR.	
APR: If the program is behind schedule, explain why	This information is only completed for an APR.	

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$98,000.00		\$98,000.00

2016-100 : Development

Program Name:	Development
Unique Identifier:	2016-100
Program Description (continued)	The Development program will construct 8 Elder Cottages located at Elder Village. The project went thru the sealed bid process with a winning bid, that was selected in June of 2018.

	Site Construction is set to take place in August of 2018. These units have an anticipated completion date of September 30th 2019. The Elder Cottage design will be approximatley 800 sq. ft. with a attached 1 car garage and modest landscaping. Design elements will include "green construction", low maintenance materials, energy efficient insulation, radiant heat, AC and south orientated lot placement to obtain solar gain. These elder units will be desiged to meet wheel chair accessibility due to the tenant population. The design and construction elements will focus on energy efficiencey to reduce utility cost for the tenants while providing a safe and healthy residence for the elder population. The design and construction methods will focus on energy efficiency to reduce utility cost while providing a safe and healthy residence for our elder population where they can age in place.
Eligible Activity Number	(4) Construction of Rental Housing [202(2)]
Intended Outcome Number	(5) Address homelessness
APR: Actual Outcome Number	This information is only completed for an APR.
Who Will Be Assisted	Low-income elder families in need of 2 bedroom units for health care reasons or a caregiver to live in place.
Types and Level of Assistance	Low -income elder families will recieve a low maintenance energy efficinet unit that is wheelchair accessable. Maintenance assistance will be provided by CHD staff for grass cutting and snow removal. The elder cottages will be of quality construction that is affordable, energy efficient, and equipped with Energy Star appliances to keep utility cost lower.
APR : Describe Accomplishments	This information is only completed for an APR.
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual
	Number of 8 This Units to be information Completed is only in Year completed for an APR.
APR: If the program is behind schedule, explain why	This information is only completed for an APR.

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$1,200,000.00	\$1,200,000.00	\$2,400,000.00

2017-300 : Rehabilitation Rental

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Program Name:	Rehabilitation Rental		
Unique Identifier:	2017-300		
Program Description (continued)	This project is designed to provide project management and rehabilitation due to mold, replacement of obsolete materials, and rehabilitation due to inadeqate ventilation in bathrooms, and energy efficieies. This program focuses on weatherization rehabilitation by addressing inadequate insulation, windows, doors, siding and roofs on housing stock. Rehabilitation staff participate in annual housing unit inspections to ensure construction elements are well maintained and subject to preventive maintenance.		
Eligible Activity Number	(5) Rehabilitation of Rental Housing [202(2)]		
Intended Outcome Number	(3) Improve quality of substandard units		
APR: Actual Outcome Number	This information is only completed for an APR.		
Who Will Be Assisted	Low Income Families		
Types and Level of Assistance	Low-Income families will receive a unit that meets the family composition, household needs, and of moderate sized square footage. Units will be of quality construction that is afforadble, energy efficient, and equiped with Energy Star appliances.		
APR : Describe Accomplishments	This information is only completed for an APR.		
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual Number of 30 This		
	Units to be information Completed is only in Year completed for an APR.		
APR: If the program is behind schedule, explain why	This information is only completed for an APR.		

Uses of Funding:

The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$1,108,760.00		\$1,108,760.00

2018-100 : Development

Program Name:	Development
Unique Identifier:	2018-100
Program Description (continued)	The Comprehensive Housing Division will be applying for the FY 2019 Tax Credits in December of 2018. NAHASDA funds will be leveraged with Low Income Housing Tax Credit dollars to complete this project. These credits will be used to plan, design, and

	develop bidding documents for the construction of 11 Elder Cottages located at Elder Village, 4 - 3 Bedroom Rent-to-Own units located at Green Valley, 1 - 4 plex and 1 - 6 plex Apartments located at Uskah Village.		
Eligible Activity Number	(4) Construction of Rental Housing [202(2)]		
Intended Outcome Number	(1) Reduce over-crowding		
APR: Actual Outcome Number	This information is only completed for an APR.		
Who Will Be Assisted	Low-Moderate Income Families		
Types and Level of Assistance	Low-Income families will receive a unit that meets the family composition, household needs, and of moderate size square footage. Units will be of quality construction that is affordable, energy efficient, and equipped with Energy Star appliances.		
APR : Describe Accomplishments	This information is only completed for an APR.		
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual		
	Number of 25 This Units to be information Completed is only in Year completed for an APR.		
APR: If the program is behind schedule, explain why	This information is only completed for an APR.		

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$964,000.00	\$1,688,616.00	\$2,652,616.00

2019-00X : Operating CAS

Program Name:	Operating CAS
Unique Identifier:	2019-00X
Program Description (continued)	This program is designed to implement and maintain systems which ensure sound fiscal management, human resources management, planning and development of maintenance programs, and staff for services supported by accountants. Funds support the cost of the maintenance of offices, and warehouse, associated utility costs, insurance, work order system, inventory control, tracking cost and purchasing of supplies and materials for program activities. This program also services maintenance of equipment, contracting for equipment, vehicle maintenance, staff training, pest control, and preventive maintenance activities. The inventory of housing units is at 366 and another 8 units are planned for the coming year. An efficient electronic inventory

	control system needs implementation in 2018 to track unit costs and supplies used for maintenance, rehabilitation and development programs.	
Eligible Activity Number	(2) Operation of 1937 Act Housing [202(1)]	
Intended Outcome Number	(3) Improve quality of substandard units	
APR: Actual Outcome Number	This information is only completed for an APR.	
Who Will Be Assisted	Low-Moderate income families participating in the housing programs.	
Types and Level of Assistance	The types and level of assistance includes; administration, management functions such as accounting, work orders, procurement and repair of vacant units. Elder assistance includes; community space maintenance, lawn care and snow removal. The level of assistance is determined by specific program activity.	
APR : Describe Accomplishments	This information is only completed for an APR.	
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual	
	Number of 194 This Units to be information Completed is only in Year completed for an APR.	
APR: If the program is behind schedule, explain why	This information is only completed for an APR.	

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$1,204,646.00	\$0.00	\$1,204,646.00

2019-001 : Program and Administration

Program Name:	Program and Administration
Unique Identifier:	2019-001
Program Description (continued)	This program is responsible for the administration of the Indian Housing Block Grant that includes; financial reports, planning, design, implementation of all housing services; maintenance, rehabilitation, resident services, community outreach and development under the grant award. Program administration includes the following activities: application intake, tenant relations, lease monitoring, collections, conveying stock, recertification, lease and homebuyer agreement enforcement, data collection and analysis, reporting, tenant files, community relations.
Eligible Activity Number	(19) Housing Management Services [202(4)]

Intended Outcome Number	(1) Reduce over-crowding	
APR: Actual Outcome Number	This information is only completed for a APR.	an
Who Will Be Assisted	Low-Moderate Income Families	
Types and Level of Assistance	Program Administration will provide set for 366 rental and homebuyer units throthe proper administration of the FY 201 Indian Housing Block Grant. Administrations services provided includes housing approcessing, certifications of income and eligibility, back ground checks, work or waiting list management and referrals of supportive services. Program Administration encompasses program development of Indian Housing Plan; planning, budget development, program implementation, evaluation, financial reports, close out of program activities and submittal of the A Performance Report.	ough 9 tion lication l ders, f ation the
APR : Describe Accomplishments	This information is only completed for a APR.	an
Planned and Actual Outputs for 12-Month Program Year	Planned APR Actua	
	Number of 366 This Households informat to be served is only in Year complet for an APR.	
APR: If the program is behind schedule, explain why	This information is only completed for a APR.	an
Hase of Friedland		

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$352,959.00	\$0.00	\$352,959.00

2019-002 : Resident Services

Program Name:	Resident Services
Unique Identifier:	2019-002
Program Description (continued)	Resident Services provides application intake, tenant and homebuyer orientations, tenant relations, lease monitoring, collections, conveying stock, interim recertification's, lease and homebuyer agreement enforcement, data collection and analysis, report preparation, file maintenance of tenant applications, correspondence, casework, and support services such as budgeting, credit education, and housing resource information and referral. Resident Services conducts unit inspections and submits work order requests as needed. Staff provides daily tenant contact regarding housing concerns and complaints. Case

	management files are maintained for each tenant in a secure location. All tenant and homebuyer files are maintained to meet HUD compliance requirements.	
Eligible Activity Number	(19) Housing Management Services [202(4)]	
Intended Outcome Number	(6) Assist affordable housing for low income households	
APR: Actual Outcome Number	This information is only completed for an APR.	
Who Will Be Assisted	Low-Moderate income rental and homebuyer families who meet income eligibility criteria for the housing programs.	
Types and Level of Assistance	Services will be provided by admission, occupancy, case worker and accounts receivable staff at no cost to applicants and tenants. Service will be provided to 325 rental and 41 homebuyer households totaling 366 households.	
APR : Describe Accomplishments	This information is only completed for an APR.	
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual	
	Number of 371 This Households information to be served is only in Year completed for an APR.	
APR: If the program is behind schedule, explain why	This information is only completed for an APR.	

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$314,256.00		\$314,256.00

2019-003 : CAS Maintenance

Program Name:	CAS Maintenance
Unique Identifier:	2019-003
Program Description (continued)	The Maintenance program is designed to provide the following activities; routine and non-routine repairs and replacement of fixtures, equipment and/or materials to ensure compliance with health quality standards. Tenant referrals are made to occupancy staff regarding maintenance or health concerns observed in the tenant units, which may result in resident service staff conducting health or safety visits to a unit. Occupancy staff make referrals to maintenance staff via work orders. Maintenance staff and Resident Services staff work hand-in-hand to ensure when units are vacated, the units is repaired timely and ready

	for occupancy as soon as possible. Routine repair and cleaning of unit is completed within 2 weeks of vacancy, but severe tenant damage may take up to 60 days.	
Eligible Activity Number	(2) Operation of 1937 Act Housing [202(1)]	
Intended Outcome Number	(3) Improve quality of substandard units	
APR: Actual Outcome Number	This information is only completed for an APR.	
Who Will Be Assisted	Low-Moderate income families who are rental tenants in the program.	
Types and Level of Assistance	The majority of the maintenance staff have over 20 years of experience working with the current housing stock in making routine maintenance and repairing tenant damage units. Work order include; plumbing issues, electrical repair, and HVAC, repairs are completed in a timely manner. Maintenance staff at on call during the week and on weekends in the event of an emergency.	
APR : Describe Accomplishments	This information is only completed for an APR.	
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual	
	Number of 131 This Units to be information Completed is only in Year completed for an APR.	
APR: If the program is behind schedule, explain why	This information is only completed for an APR.	

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$389,814.00	\$0.00	\$389,814.00

2019-200 : Community Outreach

Program Name:	Community Outreach
Unique Identifier:	2019-200
Program Description (continued)	The Community Outreach Program consists of two full-time dedicated to the reduction of crime in the community by providing youth education and activities to direct them from crime to positive activities that create good citizens in the community. The Three Sisters and Flying Leaf Subdivisions are the focal points for crime prevention due to the large low income housing populations. Staff work closely with the Oneida Police Department in reducing crime in the area. The key elements in Community Outreach is promoting culture, safety, and positive behaviors for community residents. The program provides hands on

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activities that encourage creation such a cultural beading, dance regalia, crafts, L Crosse, and volunteer activities for commembers.			
Eligible Activity Number	(21) Crime Prevention and Safety [202(5)]		
Intended Outcome Number	(11) Reduction in crime reports		
APR: Actual Outcome Number	This information is only completed for an APR.		
Who Will Be Assisted	Low-Moderate income families residing in the Comprehensive Housing Division's income based rentals and homebuyer housing units.		
Types and Level of Assistance	Program activities and safety concerns of the community will be provided through the after school cultural programming for youth and neighborhood watch programs. Quarterly events at the housing sites are designed to focus on topics such as bullying, suicide, and gang prevention. The Community Outreach program works closely with the Oneida Public Department.		
APR : Describe Accomplishments	This information is only completed for an APR.		
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual The output measure being collected for this eligible activity is dollars. The dollar amount should be included as an other fund amount listed in the Uses of Funding table.		
APR: If the program is behind schedule, explain why	This information is only completed for an APR.		

Uses of Funding:

The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$215,447.00		\$215,447.00

2019-991 : HUD - Veterans Affairs Supportive Housing VASH

Program Name:	HUD - Veterans Affairs Supportive Housing VASH
Unique Identifier:	2019-991
Program Description (continued)	The VASH program is to provide housing for Indian veterans who are homeless or at risk of homeless. This is a multi-year voucher funding program with an annual application process. The program provides the following; -Determine eligibility by VA staff as to being a veteran, determine Indian under the law by Tribe, income eligible, and not subject to a lifetime registration requirement under a state sex offender registration programProvide housing by Tribe or project-based assistance to VA referred and tribally screened members.

	 -Deliver case management and VA support servicesEnsure that housing first is used to provide immediate access to housing without prerequisites. 			
Eligible Activity Number	(18) Other Housing Service [202(3)]			
Intended Outcome Number	(5) Address homelessness			
APR: Actual Outcome Number	This information is only comp APR.	leted for an		
Who Will Be Assisted	Low-Moderate Income homel	ess Veterans		
Types and Level of Assistance	The VASH Program will provide housing services to 20 homeless veterans, with a plan of providing housing for 10 homeless veterans this program year. Veterans will receive case management to address chronic homeless issues through the VA. Services may include substance use treatment, mental health care, job training, and education regarding tenancy rights and responsibilities.			
APR : Describe Accomplishments	This information is only comp APR.	leted for an		
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual			
	Number of 25 Households to be served in Year This information is only completed for an APR.			
APR: If the program is behind schedule, explain why	This information is only completed for an APR.			

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$0.00	\$92,347.00	\$92,347.00

Maintaining 1937 Act Units, Demolition, and Disposition

Maintaining 1937 Act Units	The 1937 Act inventory will recieve the highest priority for all rehabilitation work actvities. The maintenance program works closely with Resident Services Staff in identifing potential maintenance and repair items on all 1937 Act housing stock. The annual inspection is a very useful tool in identifing existing and potential maintenance and rehabilitation repair work on the housing stock. Preventive maintenance of the 1937 Act housing stock is the oldest in inventory and will receive the most rehabilitation attention each program year.
Demolition and Disposition	The Comprehensive Housing Division has no units planned for demolition or disposition in FY 2019.

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Budget Info	rmatior	1
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Sources of Funding

	Funding Source	Amount on hand at beginning of program year (A)	hand at be received sources of beginning during 12- funds of program month (C=A+B) year program		Funds to be expended during 12- month program year (D)	Unexpended funds remaining at end of program year (E=C-D)
-	HBG unds:	\$7,083,486.00	\$4,000,075.00	\$11,083,561.00		\$11,083,561.00
Ē	HBG Program ncome:	\$0.00	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	\$0.00
1	Γitle VI:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F	Fitle VI Program ncome:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1937 Act Operating Reserves:	\$0.00		\$0.00	\$0.00	\$0.00
	Carry Over 1937 Act Funds:	\$0.00		\$0.00	\$0.00	\$0.00
			LEVERA	GED FUNDS		
-	CDBG unds:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F	Other Federal Funds:	\$92,347.00	\$204,000.00	\$296,347.00	\$92,347.00	\$204,000.00
ı	LIHTC:	\$0.00	\$4,688,616.00	\$4,688,616.00	\$1,688,616.00	\$3,000,000.00
İ	Non- Federal Funds:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Γotal:	\$7,175,833.00	\$10,092,691.00	\$17,268,524.00	\$9,218,659.00	\$8,049,865.00

Uses of Funding

Program Name	Unique Identifier	Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12-month program year (N=L+M)
Development	2013-101	\$98,000.00		\$98,000.00
Development	2016-100	\$1,200,000.00	\$1,200,000.00	\$2,400,000.00
Rehabilitation Rental	2017-300	\$1,108,760.00		\$1,108,760.00
Development	2018-100	\$964,000.00	\$1,688,616.00	\$2,652,616.00
Operating CAS	2019-00X	\$1,204,646.00	\$0.00	\$1,204,646.00
Program and Administration	2019-001	\$352,959.00	\$0.00	\$352,959.00

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Resident Services	2019-002	\$314,256	6.00			\$	314,256.00
CAS Maintenance	2019-003	\$389,814	4.00		\$0.00	\$	389,814.00
Community Outreach	2019-200	\$215,447	7.00			\$	215,447.00
HUD - Veterans Affairs Supportive Housing VASH	2019-991	\$0.00			\$92,347.00	\$	92,347.00
Planning and Administration		\$389,814	4.00		\$0.00	\$	389,814.00
Loan Repayment (describe in 4 & 5 below)		\$0.00			\$0.00	\$	0.00
Total		\$6,237	7,696.	00	\$2,980,963.00		\$9,218,659.00
ADD				Ī			
APR							
APR					answer to this que APR.	stion	is only requested
Model Housing and O Activities Tribal and Other Indi Does the tribe have a	an Preferer	nce	The Comprehensive Housing Division will give preference to Oneida Tribal members and other Tribal Indians in that order. All applicants must the required NAHASDA guidelines before they or			puilding materials. sion continues to tine maintenance ock. Y 2019. ision will give pers and other olicants must meet	
			hous	ehold			eida Tribal member
Anticipated Planning Expenses Do you intend to exc spending cap for Pla Administration?	eed your al		NO				
Actual Planning and Expenses Did you exceed your cap for Planning and	allowable	spending	The an A		er to this question i	is on	ly requested for
Does the tribe have a formula area?:	an expande	d	NO				
Total Expenditures o Housing Activities:	n Affordabl	e			All AIAN Households		AIAN Households with Incomes 80% or Less of Median

\$0.00

\$0.00

IHBG Funds Income

\$0.00

\$0.00

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	Funds from Other Sources
For each separate formula area, list the expended amount	The answer to this question is only requested fo an APR.
Housing Plan Certification Of Compliance	9
In accordance with applicable statutes, the recipient certifies that it will comply with the Civil Rights Act of 1968 and other federal statutes, to the extent that they apply to trib and TDHEs.	YES
In accordance with 24 CFR 1000.328, the recipient receiving less than \$200,000 unde FCAS certifies that there are households within its jurisdiction at or below 80 percent median income.	
The recipient will maintain adequate insurar coverage for housing units that are owned a operated or assisted with grant amounts provided under NAHASDA, in compliance w such requirements as may be established b HUD:	and vith
Policies are in effect and are available for review by HUD and the public governing the eligibility, admission, and occupancy of families for housing assisted with grant amounts provided under NAHASDA:	YES
Policies are in effect and are available for review by HUD and the public governing rel charged, including the methods by which surents or homebuyer payments are determin for housing assisted with grant amounts provided under NAHASDA:	ıch
Policies are in effect and are available for review by HUD and the public governing the management and maintenance of housing assisted with grant amounts provided under NAHASDA:	
Vage Rate Certification	
1. You will use tribally determined wage rate when required for IHBG-assisted construction maintenance activities. The Tribe has appropriate laws and regulations in place in order for it to determine and distribute prevailing wages.	on
2. You will use Davis-Bacon or HUD determined wage rates when required for IHBG-assisted construction or maintenance activities.	
3. You will use Davis-Bacon and/or HUD determined wage rates when required for IHBG-assisted construction except for the activities described below.	
4. List the activities using tribally determined wage rates:	d

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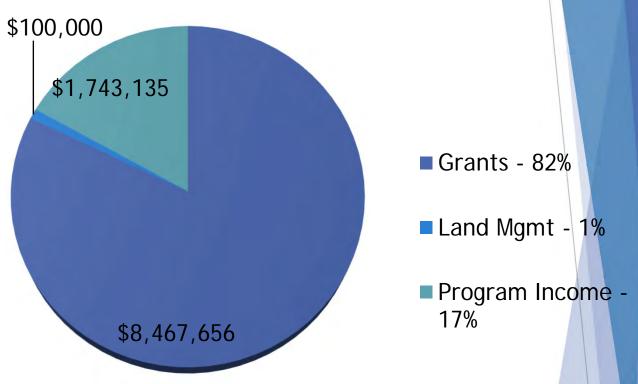


COMPREHENSIVE HOUSING DIVISION PROPOSED FY 2020 BUDGET

Dana McLester
Comprehensive Housing
Division Director

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COMPREHENSIVE HOUSING DIVISION FY 2020 Budget Funding Sources Total \$10,310,791



Program Income Includes:

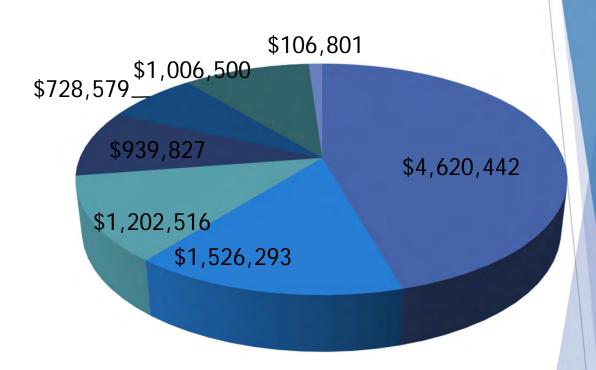
- Rental Income
- Administration Fees
- Interest Income
- Miscellaneous Income
 - Launderette
- Other Charges for Services
 - Work Order Charges
 - Utility Charges

Grants:

- Indian Housing Block Grant
- HUD-VASH
 - Veteran Affairs Supportive Housing

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COMPREHENSIVE HOUSING DIVISION - PROPOSED FY 2020 Expenditures Total \$10,130,958



- Residential Development 42.5%
- Maintenance 17%
- Rehabilitation & Modernization 13%
- Planning & Admin 9.5%
- Resident Services 7.5%
- Residential Sales 8%
- Community Outreach 2.5%

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The Comprehensive Housing Division consists of all residential services offered by the Nation.

Departments within the Comprehensive Housing Division

- Finance and Administration
- Resident Services
 - Income Based Rental Program
 - Income Based Rent-to-Own Program
 - General Renal Program
- Maintenance
- Residential Development
- Community Outreach
 - Three Sister's & Flying Leaf Community Outreach Programs
- Rehabilitation & Modernization
- Residential Sales & Mortgages
- Residential Leasing

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COMPREHENSIVE HOUSING DIVISION INVENTORY

► Total Rental Inventory: 468 Units

Income Based Rentals: 328 Units (Federal Funded Units)

- Single Adult/Adult Couple Units: 18
 - Households consisting of a maximum of 2 household members, no children
- Small Household Units: 134
 - Households consisting of a maximum of 4 household members(with or without children)
- Large Household Units: 121
 - Households consisting of 5 or more household members
- ► Elder/Disabled Household Units: 55
 - Households consisting of a maximum of 2 adults, no children, and 1 adult 62 years or older

Income Base Rent-To-Own: 39 Units

(Federally Funded)

- ► Single Family Units: 39
 - 2 Bedroom 1
 - ▶ 3 Bedroom 19
 - ▶ 4 Bedroom 14
 - ▶ 5 Bedroom 5

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COMPREHENSIVE HOUSING DIVISION INVENTORY Continued

General Rentals:

101 Units

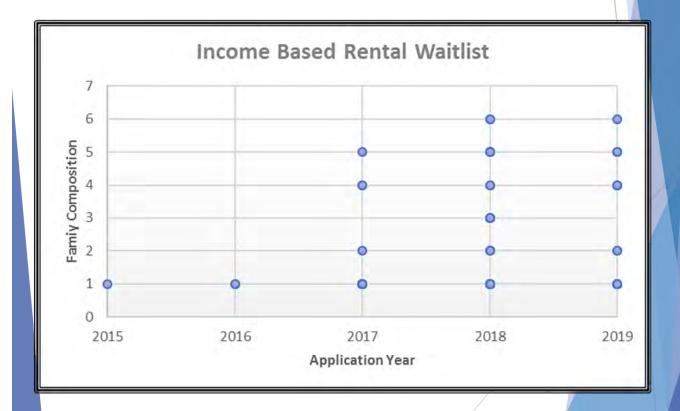
(Tribal Funded Units)

- Apartments: 26
 - ▶ 1 Bedroom 4
 - ▶ 2 Bedroom 22
- Duplexes (One Side): 29
 - ▶ 2 Bedroom 18
 - ▶ 3 Bedroom 11
- ► Single Family Units: 13
 - ▶ 2 Bedroom 1
 - ▶ 3 Bedroom 8
 - ▶ 4 Bedroom 3
 - ▶ 5 Bedroom 1
- ► Elder Apartments Overland Road: 29
 - ▶ 1 Bedroom 29
- ► Life Estates: 4

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INCOME BASED RENTAL WAITING LIST AS OF 05/31/2019

- ▶ Income Based Rental Program: 90
 - ▶ Single Adult/Adult Couple Units: 19
 - ► Max 2 household members No Children
 - ► Small Household Units:16
 - ► Max 4 household members
 - ▶ Large Household Units: 10
 - ▶ 5 or more household members
 - ► Elder/Disabled Household Units: 45
 - ▶ Max 2 adult household members and 1 adult 62 years or older



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INCOME BASED RENT-TO-OWN WAITING LIST AS OF 05/31/2019

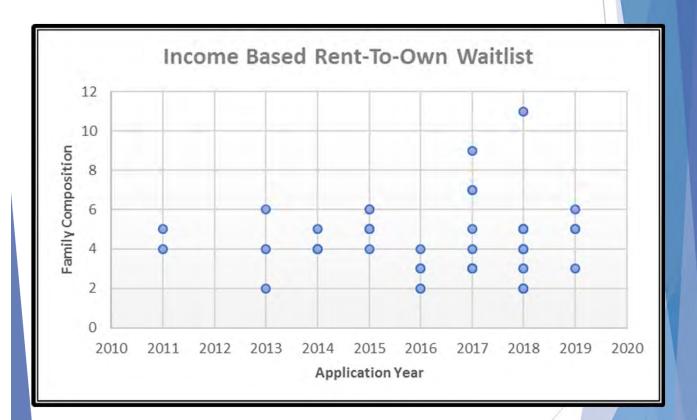
▶ Income Based Rent-to Own Program: 46

► Single Family Units:

▶ 3 Bedroom: 24

▶ 4 Bedroom: 17

▶ 5 Bedroom: 5



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Residential Development Budget - \$4,620,442

- Development Factors:
 - Funding
 - ▶ Indian Housing Block Grant
 - ▶ FY 2019 Competitive Indian Housing Block Grant
 - ► Infrastructure
 - ► In-filling the current infrastructure puts the Nation in a better position for future ICDBG Grants.
 - ▶ 09 ICDBG is past the 5 year compliance period
 - ▶ 11 ICDBG is within the compliance period and would be considered when applying
 - ▶ 12 ICDBG is within the compliance period and would be considered when applying
 - ► Green Valley Infrastructure 09 ICDBG
 - 4 Vacant Lots Homeownership
 - Uskah Village Infrastructure 11 ICDBG
 - ▶ 4 Vacant Lots 4 Unit Town Homes Single Adult/Adult Couple
 - ► Elder Village Infrastructure 12 ICDBG
 - ▶ 15 Vacant Lots Elder
 - ▶ Waitlist

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Residential Development Cont'd

Acquisition

- 3 Acquisitions a year
 - Specified at 3-4 Bedrooms
 - Rent-To-Own 41 Applicants on the waitlist
 - ► Application Dates 2011-2019
 - ▶ Income Based Rentals 26 Applicants on the waitlist
 - ► Application Dates 2014-2019

NEW CONSTRUCTION

- ► INCOME BASED RENTAL DEVELOPMENT
 - ► Elder Cottages Phase IV 8 Cottages
 - Oneida Nation Owns Designs No external architect needed
 - ▶ Cottage Costs By Design
 - ▶ N Design 1 Bedroom Approx. \$251,164
 - ▶ P Design 2 Bedroom Approx. \$271,040
 - Lots 11, 13, 14, 15, 17, 414, 418 & 422
 - ▶ 7 N Designs 1 Bedroom \$1,758,148
 - ▶ 1 P Designs 2 Bedroom \$ 271,040
 - ► Total Cost \$2,029,188
- Waitlist
- ▶ 45 Elder/Disabled 1 Bedroom Applicants
 - ▶ Application dates ranges from 2015 to 2019

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Residential Development Cont'd

- ▶ NEW CONSTRUCTION Cont'd
 - ► IHBG Competitive Grant \$5 million
 - ► Application date August 8th, 2019
 - ▶ INCOME BASED RENT-TO-OWN DEVELOPMENT
 - ▶ 2 4 Bedroom Homeownership Green Valley \$740,000
 - ▶ Application dates range from 2011-2019
 - ▶ 2 3 Bedroom Homeownership Green Valley \$600,000
 - ▶ Application dates range from 2013-2019
 - ▶ INCOME BASED RENTAL DEVELOPMENT
 - ▶ 4 Town Homes Uskah Village \$4 Mil
 - ► Application date ranges 2015-2019

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Maintenance Budget \$1,526,293

- Maintenance:
 - ▶ 101 General Rental Units
 - ▶ 328 Income Based Rental Units
- Move Out Rate 13%
- ▶ On Average 1,500 work orders a year
- ► Current Vacancy 04/30/19 15 units

General Rentals Vacant Properties				
	Vacant Address	Vacant Date		
1	2081 Sugar Maple	4/1/2016		
2	2946 Sorenson Drive	3/3/2017		
3	2686 West Point Road	8/17/2018		
4	2937 S Overland - C3	12/11/2018		

	Income Based Rentals Vacant P	roperties
	Vacant Address	Vacant Date
1	N7074 Seminary Road	9/30/2018
2	1245 Chief Hill Drive	10/31/2018
3	N6432 Evergreen Drive	11/26/2018
4	2918 Artley Street	11/30/2018
5	N6436 Deer Path Drive	12/1/2018
6	W1127 Park Drive #402	1/9/2019
7	N6466 Deer Path Drive	2/28/2019
8	N7018 Cornelius Circle	3/7/2019
9	W317 Cornelius Circle	4/30/2019
10	1206 Chief Hill Drive	5/17/2019
11	W852 EE Apt 603	5/31/2019

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Energy and Performance Information Center (EPIC)

OMB CONTROL NUMBER: 2577-0218 EXPIRATION DATE: 07/31/2019

Grant Number: 55-IT-55-49100

Report: IHP Report for 2020

Grant Information:	
Grant Number	55-IT-55-49100
Recipient Program Year	10/01/2019-09/30/2020
Federal Fiscal Year	2020
Initial Indian Housing Plan (IHP):	Yes
Amended Plan	
Annual Performance Report (APR):	
Amended Plan	
Tribe:	Yes
TDHE:	
Recipient Information: Name of the Recipient	Oneida Tribe of Indians of Wisconsin
Contact Person	Hill, Tehassi
Telephone Number with Area Code	920-869-4000
Mailing Address	PO Box 365
City	Oneida
State	WI
Zip	54155
Fax Number with Area Code	920-869-2194
Email Address	thill7@oneidanation.org
Tribes:	
TDHE/Tribe Information:	
Tax Identification Number	396081138
DUNS Number	798227278
CCR/SAM Expiration Date	01/09/2020

\$3,786,851.00

IHBG Fiscal Year Formula Amount

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Type of Need (A)	Low-Income Indian Families (B)	All Indian Fami (C)
Overcrowded Households	✓	✓
Renters Who Wish to Become Owners	✓	✓
Substandard Units Needing Rehabilitation	✓	✓
Homeless Households	✓	✓
Households Needing Affordable Rental Units	✓	✓
College Student Housing		
Disabled Households Needing Accessibility	✓	✓
Units Needing Energy Efficiency Upgrades	✓	✓
Infrastructure to Support Housing	✓	✓
Other (specify below)		
Geographic Distribution	addressing maintenance needs of low-income hor construction. In the FY CHD will continue to as efficiency in managements aff training and finance resources to meet the number of tracking of housing unit development unit costs. Housing Division will count healthy housing unit development unit costs. Housing Division will count healthy housing unit development unit costs. Housing Division will count healthy housing unit development will count healthy housing unit development will comprehensive Housing Based Program employ operate, maintain and a project activities through provides employment a for community members improving housing for the Maintenance staff will corder requests in a time to emergencies such as electrical issues during weekends. The mainter responsible for 325 rent staff will continue to impenergy efficiency of our Housing Services will be	susing stock and ne 2020 program year sess and improve ent, policy developrial leveraging of its leveraging of the division yentory control systemented to enhance stock cost and never the comprehensing that are affordable of the division's system of the division's loneida Community. In come the comprehensing Division's Income and the year. This not career opportures committed to the Oneida community on the division and the day, evenings, nance program is the division of the quality are housing stock.
	Oneida Nation Reserva includes portions of Bro Counties in Wisconsin. distribution of housing uhousing sites of scatter own units within the City and Outagamie Countied did a Reservation Hous revealing the need of house overcrowding and the latest and the lates	tion boundaries whom and Outagamie Geographical units includes varioused rental and rent to yof Green Bay, Bross. The Oneida Nating Analysis Reportusing due to

supportive programs for families, elderly and
disabled community members.

Programs

2020-00X : Operating CAS

Program Name:	Operating CAS		
Unique Identifier:	2020-00X		
Program Description (continued)	This program is designed to implement and maintain systems which ensure sound fiscal management, human resources management, planning and development of maintenance programs, and staff for services supported by accountants. Funds support the maintenance cost of: main office, warehouse, associated utility costs, insurance, work order system, inventory control, tracking cost and purchasing of supplies and materials for program activities. This program also services maintenance of equipment, contracting for equipment, vehicle maintenance, staff training, pest control, and preventive maintenance activities.		
Eligible Activity Number	(2) Operation of 1937 Act Housing [202(1)]		
Intended Outcome Number	(3) Improve quality of substandard units		
APR: Actual Outcome Number	This information is only completed for an APR.		
Who Will Be Assisted	Low-Moderate income families participating in the housing programs.		
Types and Level of Assistance	The types and level of assistance includes; administration, management functions such as accounting, work orders, procurement and repair of vacant units. Elder assistance includes; community space maintenance, lawn care and snow removal. The level of assistance is determined by specific program activity.		
APR : Describe Accomplishments	This information is only completed for an APR.		
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual Number of 131 This information is only in Year completed for an APR.		
APR: If the program is behind schedule, explain why	This information is only completed for an APR.		

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$1,270,214.00	\$0.00	\$1,270,214.00

2020-002 : Resident Services			
Program Name:	Resident Services		
Unique Identifier:	2020-002		
Program Description (continued)	Resident Services provides application intake, tenant and homebuyer orientations, tenant relations, lease monitoring, collections, conveying stock, interim recertification's, lease and homebuyer agreement enforcement, data collection and analysis, report preparation, file maintenance of tenant applications, correspondence, casework, and support services such as budgeting, credit education, and housing resource information and referral. Resident Services conducts unit inspections and submits work order requests as needed. Staff provides daily tenant contact regarding housing concerns and complaints. Case management files are maintained for each tenant in a secure location. All tenant and homebuyer files are maintained to meet HUD compliance requirements.		
Eligible Activity Number	(20) Operation and Maintenance of NAHASDA-Assisted Units [202(4)]		
Intended Outcome Number	(6) Assist affordable housing for low income households		
APR: Actual Outcome Number	This information is only completed for an APR.		
Who Will Be Assisted	Low-Moderate income rental and homebuyer families who meet income eligibility criteria for the housing programs.		
Types and Level of Assistance	Services will be provided by admission, occupancy, case worker and accounts receivable staff at no cost to applicants and tenants. Service will be provided to 325 rental and 38 homebuyer households totaling 363 households.		
APR : Describe Accomplishments	This information is only completed for an APR.		
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual		
	Number of 131 This Units to be information Completed is only in Year completed for an APR.		
APR: If the program is behind schedule, explain why	This information is only completed for an APR.		

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$311,915.00	\$0.00	\$311,915.00

2020-003: Maintenance

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Program Name:	Maintenance		
Unique Identifier:	2020-003		
Program Description (continued)	The Maintenance program is designed to provide the following activities; routine and non-routine repairs and replacement of fixtures, equipment and/or materials to ensure compliance with health quality standards. Tenant referrals are made to occupancy staff regarding maintenance or health concerns observed in the tenant units, which may result in resident service staff conducting health or safety visits to a unit. Occupancy staff make referrals to maintenance staff via work orders. Maintenance staff and Resident Services staff work together to ensure when units are vacated, the units are repaired timely and ready for occupancy as soon as possible. Routine repair and cleaning of unit is completed within 2 weeks of vacancy, but severe tenant damage may take up to 60 days.		
Eligible Activity Number	(20) Operation and Maintenance of NAHASDA-Assisted Units [202(4)]		
Intended Outcome Number	(4) Improve quality of existing infrastructure		
APR: Actual Outcome Number	This information is only completed for an APR.		
Who Will Be Assisted	Low-Moderate income families who are rental tenants in the program.		
Types and Level of Assistance	The maintenance staff have over 20 years of experience working with the current housing stock in routine maintenance and repairing tenant damages. Work orders include; plumbing issues, electrical repair, and HVAC, repairs are completed in a timely manner. Maintenance staff are on call during the week and weekends in the event of an emergency.		
APR : Describe Accomplishments	This information is only completed for an APR.		
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual		
	Number of 131 This Units to be information Completed is only in Year completed for an APR.		
APR: If the program is behind schedule, explain why	This information is only completed for an APR.		

Uses of Funding:

The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$431,088.00	\$0.00	\$431,088.00

2020-115 : Development

Program Name: Development	Program Name:	Development
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Unique Identifier:	2020-115		
Program Description (continued)	The Development Acquisition program will purchase and rehabilitate two homes located within the Reservation Boundaries for the Rent-to-Own Program. These units will range from 3 to 5 bedrooms.		
Eligible Activity Number	(12) Acquisition of Homebuyer Units [202(2)]		
Intended Outcome Number	(1) Reduce over-crowding		
APR: Actual Outcome Number	This information is only completed for an APR.		
Who Will Be Assisted	Low-Moderate Income Families		
Types and Level of Assistance	Low-Moderate Income Families will receive a unit that meets the family composition, household needs, and of moderate sized square footage. Units will be of quality construction that is affordable, energy efficient and equipped with Energy Star appliances.		
APR : Describe Accomplishments	This information is only completed for an APR.		
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual Number of 2 This Units to be information Completed is only in Year completed for an APR.		
APR: If the program is behind schedule, explain why	This information is only completed for an APR.		

Uses of Funding:

The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$671,285.00	\$0.00	\$671,285.00

2020-117 : Development

Program Name:	Development
Unique Identifier:	2020-117
Program Description (continued)	The Development program will plan, design bidding documents for the construction of 8 Elder Cottages located at Elder Village. Elder Village has existing sewer/water to support utilities from previous Indian Community Development Block Grant Projects. All planning, building specification, cost analysis will be completed during the fall of 2019 and ready for bidding in the winter of 2020. The project units will be of modest design with reasonable square footage based on number of bedroom compositions per dwelling. The design elements will include green construction, low maintenance materials, energy efficient insulation and HVAC.
Eligible Activity Number	(4) Construction of Rental Housing [202(2)]

Intended Outcome Number	(5) Address homelessness		
APR: Actual Outcome Number	This information is only completed for an APR.		
Who Will Be Assisted	Low-income elders		
Types and Level of Assistance	Low -income elders will receive a low maintenance energy efficient unit that is wheelchair accessible. Maintenance assistance will be provided by CHD staff for grass cutting and snow removal. The elder cottages will be of quality construction that is affordable, energy efficient, and equipped with Energy Star appliances to keep utility cost lower.		
APR : Describe Accomplishments	This information is only completed for an APR.		
Planned and Actual Outputs for 12-Month Program Year		Planned	APR - Actual
	Number of Units to be Completed in Year	8	This information is only completed for an APR.
APR: If the program is behind schedule, explain why	This information is only completed for an APR.		

Uses of Funding:

The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$2,029,188.00	\$0.00	\$2,029,188.00

2020-118: Development

Program Name:	Development
Unique Identifier:	2020-118
Program Description (continued)	The Comprehensive Housing Division will be applying for the FY 2019 Indian Housing Block Grant Competitive Grant in August of 2019. Current Indian Housing Block Grant Funds will be leveraged with Indian Housing Block Grant Competitive Funds to plan, design, and develop bidding documents for the construction of 2 - 3 Bedroom Rent-to-Own units and 2 -4 Bedroom Rent-to-Own units located at Green Valley.
Eligible Activity Number	(11) New Construction of Homebuyer Units [202(2)]
Intended Outcome Number	(1) Reduce over-crowding
APR: Actual Outcome Number	This information is only completed for an APR.
Who Will Be Assisted	Low-Moderate Income Families
Types and Level of Assistance	Low-Income families will receive a unit that meets the family composition, household needs, and of moderate size square footage. Units will be of quality construction that is

	affordable, enero Energy Star app		nd equipped with
APR : Describe Accomplishments	This information	is only comp	leted for an APR.
Planned and Actual Outputs for 12-Month Program Year		Planned	APR - Actual
	Number of Units to be Completed in Year	4	This information is only completed for an APR.
APR: If the program is behind schedule, explain why	This information	is only comp	leted for an APR.

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$1,700,000.00	\$0.00	\$1,700,000.00

2020-118B : Development

Program Name:	Development	
Unique Identifier:	2020-118B	
Program Description (continued)	The Comprehensive Housing Division will be applying for the FY 2019 Indian Housing Block Grant Competitive Grant in August of 2019. Current Indian Housing Block Grant Funds will be leveraged with Indian Housing Block Grant Competitive Funds to plan, design, and develop bidding documents for the construction of 4 - 4 plex Apartments located at Uskah Village Infrastructure.	
Eligible Activity Number	(4) Construction of Rental Housing [202(2)]	
Intended Outcome Number	(1) Reduce over-crowding	
APR: Actual Outcome Number	This information is only completed for an APR.	
Who Will Be Assisted	Low-Moderate Income Families	
Types and Level of Assistance	Low-Income families will receive a unit that meets the family composition, household needs, and of moderate size square footage. Units will be of quality construction that is affordable, energy efficient, and equipped with Energy Star appliances.	
APR : Describe Accomplishments	This information is only completed for an APR.	
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual	
	Number of 16 This Units to be information Completed is only in Year completed for an APR.	

APR: If the program is behind schedule,	This information is only completed for an APR.
explain why	

Uses of Funding:
The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$0.00	\$5,000,000.00	\$5,000,000.00

2020-200 : Community Outreach

Program Name:	Community Outreach
Unique Identifier:	2020-200
Program Description (continued)	The Community Outreach Program consists of two full-time staff dedicated to the reduction of crime in the community by providing youth education and activities to direct them from crime to positive activities that create good citizens in the community. The Three Sisters and Flying Leaf Subdivisions are the focal points for crime prevention due to the large low-income housing populations. Staff work closely with the Oneida Police Department in reducing crime in the area. The key elements in Community Outreach is promoting culture, safety, and positive behaviors for community residents. The program provides hands on activities that encourage creation such as cultural beading, dance regalia, crafts, La Crosse, and volunteer activities for community members.
Eligible Activity Number	(21) Crime Prevention and Safety [202(5)]
Intended Outcome Number	(11) Reduction in crime reports
APR: Actual Outcome Number	This information is only completed for an APR.
Who Will Be Assisted	Low-Moderate income families residing in the Comprehensive Housing Division's income based rentals and homebuyer housing units.
Types and Level of Assistance	Program activities and safety concerns of the community will be provided through the after school cultural programming for youth and neighborhood watch programs. Quarterly events at the housing sites are designed to focus on topics such as bullying, suicide, and gang prevention. The Community Outreach program works closely with the Oneida Public Department.
APR : Describe Accomplishments	This information is only completed for an APR.
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual
	The output measure being collected for this eligible activity is dollars. The dollar amount should be included as an other fund amount listed in the Uses of Funding table.
	This information is only completed for an APR.

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APR: If the program is behind schedule, explain why

Uses of Funding:

The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended in 12- month program year (N=L+M)
\$219,372.00	\$0.00	\$219,372.00

2020-317: Rehabilitation Rental

Program Name:	Rehabilitation Rental	
	2020-317	
Unique Identifier: Program Description (continued)	This project is designed to provide project management and rehabilitation due to mold, replacement of obsolete materials, and rehabilitation due to inadequate ventilation in bathrooms, and energy efficiencies. This program focuses on weatherization rehabilitation by addressing inadequate insulation, windows, doors, siding and roofs on housing stock. Rehabilitation staff participate in annual housing unit inspections to ensure construction elements are well maintained and subject to preventive maintenance.	
Eligible Activity Number	(5) Rehabilitation of Rental Housing [202(2)]	
Intended Outcome Number	(3) Improve quality of substandard units	
APR: Actual Outcome Number	This information is only completed for an APR.	
Who Will Be Assisted	Low Income Families	
Types and Level of Assistance	Low-Income families will receive a unit that meets the family composition, household needs, and of moderate sized square footage. Units will be of quality construction that is affordable, energy efficient, and equipped with Energy Star appliances.	
APR : Describe Accomplishments	This information is only completed for an APR.	
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual Number of 30 This Units to be information Completed is only in Year completed for an APR.	
APR: If the program is behind schedule, explain why	This information is only completed for an APR.	

Uses of Funding:

The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG Total all other Total funds to be (only) funds to be expended funds to be expended in 12-

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in 12-month program year (L)	expended in 12- month program year (M)	month program year (N=L+M)
\$1,202,516.00	\$0.00	\$1,202,516.00

2020-601: HUD - Veterans Affairs Supportive Housing VASH

2020-001 . HOD - Veteralis Alialis Supportiv	e flousing VASIT
Program Name:	HUD - Veterans Affairs Supportive Housing VASH
Unique Identifier:	2020-601
Program Description (continued)	The VASH program is to provide housing for Indian veterans who are homeless or at risk of homeless. This is a multi-year voucher funding program with an annual application process. The program provides the following; -Determine eligibility by VA staff as to being a veteran, determine Indian under the law by Tribe, income eligible, and not subject to a lifetime registration requirement under a state sex offender registration programProvide housing by Tribe or project-based assistance to VA referred and tribally screened membersDeliver case management and VA support servicesEnsure that housing first is used to provide immediate access to housing without prerequisites.
Eligible Activity Number	(18) Other Housing Service [202(3)]
Intended Outcome Number	(5) Address homelessness
APR: Actual Outcome Number	This information is only completed for an APR.
Who Will Be Assisted	Low-Moderate Income homeless Veterans
Types and Level of Assistance	The VASH Program will provide housing services for 20 homeless veterans this program year. Currently, 18 veterans are receiving housing services to include case management to address chronic homeless issues through the VA. Services may include substance use treatment, mental health care, job training, and education regarding tenancy rights and responsibilities.
APR : Describe Accomplishments	This information is only completed for an APR.
Planned and Actual Outputs for 12-Month Program Year	Planned APR - Actual Number of 20 This information to be served is only in Year completed for an APR.
APR: If the program is behind schedule, explain why	This information is only completed for an APR.
Uses of Funding:	

Uses of Funding

The Uses of Funding table information can be entered here for each individual program or can be entered for all programs within Section 5(b): Uses of Funding. Changes to data on either page location will update in both Section 3: Program Descriptions and Section 5(b): Uses of Funding accordingly.

Prior and current year IHBG (only) funds to be expended in 12-month program year (L) Total all other funds to be expended in 12-month program

Total funds to be expended in 12month program year (N=L+M) Public Packet 442 of 452

	year (M)	
\$0.00	\$207,000.00	\$207,000.00

Maintaining 1937 Act Units, Demolition, and Disposition

Maintaining 1937 Act Units	The 1937 Act inventory will receive the highest priority for all rehabilitation work activities. The maintenance program works closely with Resident Services Staff in identifying potential maintenance and repair items on all 1937 Act housing stock. The annual inspection is a very useful tool in identifying existing and potential maintenance and rehabilitation repair work on the housing stock. Preventive maintenance of the 1937 Act housing stock is the oldest in inventory and will receive the most rehabilitation attention each program year.
Demolition and Disposition	The Comprehensive Housing Division has no units planned for demolition or disposition in FY 2020.

Budget Information

Sources of Funding

Funding Source	Amount on hand at beginning of program year (A)	Amount to be received during 12- month program year (B)	Total sources of funds (C=A+B)	Funds to be expended during 12- month program year (D)	Unexpended funds remaining at end of program year (E=C-D)
IHBG Funds:	\$11,465,369.00	\$3,786,851.00	\$15,252,220.00	\$8,265,081.00	\$6,987,139.00
IHBG Program Income:	\$0.00	\$1,200,000.00	\$1,200,000.00	\$0.00	\$1,200,000.00
Title VI:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Title VI Program Income:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1937 Act Operating Reserves:	\$0.00		\$0.00	\$0.00	\$0.00
Carry Over 1937 Act Funds:	\$0.00		\$0.00	\$0.00	\$0.00
		LEVERA	GED FUNDS		
ICDBG Funds:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Federal Funds:	\$0.00	\$5,207,000.00	\$5,207,000.00	\$5,207,000.00	\$0.00
LIHTC:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non- Federal Funds:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$11,465,369.00	\$10,193,851.00	\$21,659,220.00	\$13,472,081.00	\$8,187,139.00

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Program Name	Unique Identifier	currer IHBG funds expend month	r and nt year (only) s to be ed in 12- program ear L)	Total all other funds to be expended in 12- month program year (M)	Total funds to be expended ir 12-month program year (N=L+M)
Operating CAS	2020-00X	\$1,270,21	14.00	\$0.00	\$1,270,214.00
Resident Services	2020-002	\$311,915	.00	\$0.00	\$311,915.00
Maintenance	2020-003	\$431,088	.00	\$0.00	\$431,088.00
Development	2020-115	\$671,285	.00	\$0.00	\$671,285.00
Development	2020-117	\$2,029,18	38.00	\$0.00	\$2,029,188.00
Development	2020-118	\$1,700,00	00.00	\$0.00	\$1,700,000.00
Development	2020- 118B	\$0.00		\$5,000,000.00	\$5,000,000.00
Community Outreach	2020-200	\$219,372		\$0.00	\$219,372.00
Rehabilitation Rental	2020-317	\$1,202,51	16.00	\$0.00	\$1,202,516.00
HUD - Veterans Affairs Supportive Housing VASH	2020-601	\$0.00		\$207,000.00	\$207,000.00
Planning and Administration		\$429,503	.00	\$0.00	\$429,503.00
Loan Repayment (describe in 4 & 5 below)		\$0.00		\$0.00	\$0.00
Total		\$8,265	,081.00	\$5,207,000.00	\$13,472,081.00
APR			I		
APR			The	answer to this questi	on is only requested
Submission Items			loi a	n APR.	
Useful Life/Affordabili	ty Period(s))	NAHASD constructi on sustair The Com monitor h	ected useful life of a u A funds is 50+ years ion methods, "green" nable low maintenanc prehensive Housing E ousing units through r oilitation of all housing	due to quality materials and focus e building materials Division continues to routine maintenance
Model Housing and C Activities	ver-Income	•	No mode	el activities planned fo	r FY 2020.
Tribal and Other India Does the tribe have a			preferenc Tribal Ind the requir	nprehensive Housing I e to Oneida Tribal me ians in that order. All ed NAHASDA guideli eligible for the progran d will be an enrolled C	embers and other applicants must med nes before they can ns. The head of

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Actual Planning and Administration Expenses Did you exceed your allowable spending cap for Planning and Administration?	The and an APR		this question is	only requested f
Does the tribe have an expanded formula area?:	NO			
Total Expenditures on Affordable Housing Activities:			All AIAN Households	AIAN Households with Incomes 80% or Less of Median Income
	IHB Fun		\$0.00	\$0.00
	Fun fror Oth Sou	n	\$0.00	\$0.00
For each separate formula area, list the expended amount	The and		this question is	only requested f
Housing Plan Certification Of Complianc In accordance with applicable statutes, the recipient certifies that it will comply with the Civil Rights Act of 1968 and other federal	YE	ΞS		
recipient certifies that it will comply with the Civil Rights Act of 1968 and other federal statutes, to the extent that they apply to trib and TDHEs. In accordance with 24 CFR 1000.328, the recipient receiving less than \$200,000 under FCAS certifies that there are households with the complete that	yes YE			
In accordance with applicable statutes, the recipient certifies that it will comply with the Civil Rights Act of 1968 and other federal statutes, to the extent that they apply to trib and TDHEs. In accordance with 24 CFR 1000.328, the recipient receiving less than \$200,000 under	pes YE er ithin dian nce and with	ES		
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In accordance with applicable statutes, the recipient certifies that it will comply with the Civil Rights Act of 1968 and other federal statutes, to the extent that they apply to trib and TDHEs. In accordance with 24 CFR 1000.328, the recipient receiving less than \$200,000 under FCAS certifies that there are households wits jurisdiction at or below 80 percent of me income. The recipient will maintain adequate insurace coverage for housing units that are owned operated or assisted with grant amounts provided under NAHASDA, in compliance was such requirements as may be established be HUD: Policies are in effect and are available for review by HUD and the public governing the eligibility, admission, and occupancy of famfor housing assisted with grant amounts	pes YE per ithin dian nce and with py YE pillies YE provided to the provid	ES ES		

Tribal Wage Rate Certification

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1. You will use tribally determined wage rates when required for IHBG-assisted construction or maintenance activities. The Tribe has appropriate laws and regulations in place in order for it to determine and distribute prevailing wages.	YES
You will use Davis-Bacon or HUD determined wage rates when required for IHBG-assisted construction or maintenance activities.	
You will use Davis-Bacon and/or HUD determined wage rates when required for IHBG-assisted construction except for the activities described below.	
4. List the activities using tribally determined wage rates:	

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Oneida Business Committee Agenda Request

Accept the Oneida Community Library Board FY-2019 2nd quarter report

1. Meeting Date Requested: <u>07</u> / <u>10</u> / <u>19</u>

Agenda Header: Reports Accept as Information only Action - please describe: Accept the Oneida Community Library FY-2019 2nd quarter report. 3. Supporting Materials Report Resolution Contract Other: 1	2. 0	General Information:
Accept as Information only Action - please describe: Accept the Oneida Community Library FY-2019 2nd quarter report. 3. Supporting Materials Report Resolution Contract Other: 1		Session: Open
Accept as Information only Action - please describe: Accept the Oneida Community Library FY-2019 2nd quarter report. 3. Supporting Materials Report Resolution Contract Other: 1		
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3. Supporting Materials Report Resolution Contract Other: 1		
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: Tehassi Hill, Chairman Primary Requestor/Submitter: Dylan Benton, OCLB Chairman Your Name, Title / Dept. or Tribal Member Additional Requestor: Name, Title / Dept. Additional Requestor:		recept the official community Eloraly FT 2013 2nd quarter report.
2. Business Committee signature required 4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted 5. Submission Authorized Sponsor / Liaison: Tehassi Hill, Chairman Primary Requestor/Submitter: Dylan Benton, OCLB Chairman Your Name, Title / Dept. or Tribal Member Additional Requestor: Name, Title / Dept. Additional Requestor:	3. :	Report Resolution Contract Other:
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2019 2nd Quarter Report (Jan '19 - Mar '19)

Oneida Community Library Board

Approved by official entity action on: Click or tap to enter a date. Submitted by Aliskwet Ellis, Recording Clerk

Board, Committee, or Commission Members

Name and Title	Oneida Nation Email	Term Expiration Date
Dylan Benton, Chair	Ocl-dben@oneidanation.org	8/14/2019
Bridget John, Vice-Chair	Ocl-bjoh@oneidanation.org	2/28/2021
Melinda K. Danforth, Member	Ocl-mdan@oneidnation.org	2/28/2020
Xavier Horkman, Member	Ocl-xhor@oneidanation.org	2/28/2021
VACANT		

OBC Liaison(s)

Tehassi Hill David Jordan

Meetings

Held every 2nd Wednesday of the month.

Location: Oneida Community Library, Conference Room; 201 Elm St, Hobart, WI 54155

Time: 12:00 PM

Emergency Meeting on 1/16/2019 to finish By-Laws

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:

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Continuing work on expansion request and working with Louis Cottrell and Planning and Library staff for possible Library Layouts.

Impact:

We received a lot of good feedback and ideas on different layouts if the main library were to expand. Lou Williams also received ideas from community members and what they would like in an updated library.

ACCOMPLISHMENT #2

Summary:

Finished By-Laws and sent to LRO/LOC.

Impact:

The approval will update our practices and improve organizational changes that happen through our government and improve compliance.

ACCOMPLISHMENT #3

Summary:

Adapt to today's technological/social changes that challenge the traditional library experience.

Impact:

Education advocate groups are taking advantage of our services and building partnership. We offer programming, and a space for the group to work on homework. With extended library hours implemented a new program call Gamer Saturdays. We will have video games, computer games, and board games available for special library hours. New materials are continued to be added. We have been focusing on children's books that celebrate diversity, and different backgrounds offering our patrons windows and mirrors in there reading.

Goals

Please provide details of the entity's long-term goals, the entity's goals for the next quarter, and projected quarterly activities.

LONG-TERM GOAL #1

Promote Technological Literacy

Utilize funding and programming time to introduce youth-friendly educational tools revolving around STEM aspects.

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Update on Goal:

Held a free event 2/23/19 at the Main Library with 33 in attendance where literacy games and technology games were interpreted. Started "Gamer Saturdays" in this quarter for educational computer games, board games, and video games.

LONG-TERM GOAL #2

Provide a Positive, Educational Environment

Programming implemented by staff continues to promote literacy, involve the community and strive to teach. Both board and staff will work to promote and strengthen these aspects that make our libraries great.

Update on Goal:

Held free event 3/4/19 with the Oneida Land Claims to educate the community on the continuation of the Nation pressing for our land rights.

QUARTERLY GOAL #1

Improve Public Communication by being transparent to increase awareness of libraries & their services, programs & community assets.

Promoting positive community relations

Update on Goal:

Emphasizing free access to current technology for community members, hosting more events, working with both Green Earth and Main Library on coordination.

QUARTERLY GOAL #2

Host more programs & events to increase literacy opportunities of the Oneida Nation - especially for the youth, Pre-K, & families.

Strengthening our families and our youth by education and providing safe and creative spaces for the community.

Update on Goal:

Continuation of events such as: Eric Carl Event, Spaghetti Dinner and STEM+Art+Design event, Women's History in Oneida, and for Elders the Cookies and Canvas event.

QUARTERLY ACTIVITIES

Work with History Department to create online content; upload .mp4 files of Oneida History Conferences to website and/or facebook fanpage.

Update on Activities:

Working with Media on conversion to get content out to community with easy access



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Please provide the amount of the entity's budget, the status of the budget at that quarter, the amount of each stipend a member may be eligible to receive, how the budget is being utilized by the entity and projected budgetary uses for the next quarter.

Total Budget for FY-2019: Value A: \$4500 Status of Budget at 2nd Quarter: Value B: \$3150 left

Stipend Type	Stipend Amount
Meeting	\$825 used, \$4500 Budgeted for
Joint Meeting	N/A
Judiciary Hearings	N/A
Hearings of Boards, Committees, or Commissions	N/A
Conferences and Trainings	N/A
Miscellaneous	N/A

Budget Utilization

Board oversees R&E's, variances, and makes recommendations on collection acquisitions and community programming conducted by staff.

Projected budgetary uses for the next quarter

Recently acquired grant will supplant some tribal contribution.

Requests

Consider planning for funds/CIP monies for building updates/additions/expansion for both branches. Storage and programming space is becoming limited. Restrooms not ADA compliant, etc.

Other

Click here to provide any other information deemed appropriate by the entity, as well as any other information required by a law or policy of the Nation.

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