



**WISCONSIN STATE LEGISLATURE ...  
PUBLIC HEARING - COMMITTEE RECORDS**

**2011-12**

(session year)

**Assembly**

(Assembly, Senate or Joint)

**Committee on Rural Economic Development and  
Rural Affairs...**

**COMMITTEE NOTICES ...**

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

**INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL**

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)  
(**ab** = Assembly Bill)                      (**ar** = Assembly Resolution)                      (**ajr** = Assembly Joint Resolution)  
(**sb** = Senate Bill)                              (**sr** = Senate Resolution)                              (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

**Ruby, Erin**

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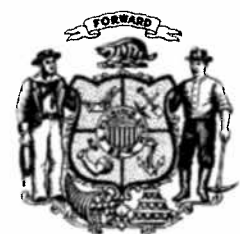
**From:** helbar@aol.com  
**Sent:** Tuesday, September 27, 2011 7:41 PM  
**To:** Rep.Ott; Rep.Petrowski; Rep.Murtha  
**Subject:** AB 95 Hobart Liquor License



Dear Representatives,

Please actively support AB 95. Your support is needed to give our local government, the Village of Hobart, its rightful control over all liquor license issued in our community. We are only asking to be treated like any other municipality in our state.


Thank you,  
**Dave & Rosie Baranczyk**  
**381 Sunlite Drive**  
**Hobart, WI 54155**  
**Phone 920-865-4120**



**Ruby, Erin**

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**From:** Rep.Ott  
**Sent:** Tuesday, September 27, 2011 7:44 AM  
**To:** Ruby, Erin  
**Subject:** FW: [Possible SPAM] Re: Assembly Bill 95  
**Importance:** Low



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**From:** Glen and Donna Severson [mailto:gseverson@new.rr.com]  
**Sent:** Monday, September 26, 2011 11:13 PM  
**To:** Rep.Ott; Rep.Steineke; Rep.Petrowski; Rep.Murtha; Rep.Ripp; Rep.Krug; Rep.Larson; Rep.Rivard;  
Rep.Tauchen  
**Subject:** [Possible SPAM] Re: Assembly Bill 95  
**Importance:** Low

Dear Legislative Members of the Committee on Rural Economic Development and Rural Affairs,

We are residents of the Village of Hobart, Wisconsin and are writing to urge you to support AB 95 which your Committee is in the process of reviewing. It is very important that our Village have control over the issuance of all liquor licenses within the Village because the Village is ultimately responsible for enforcement of all laws associated with maintaining resident safety and welfare. We are appalled that our Village is being treated different than any other municipality in the State of Wisconsin. Please help restore justice and equality to our Village; and protect every other municipality in Wisconsin that stands to face this same discriminatory treatment. We respectfully request that you actively support AB 95 and pass it on to the full Legislature.

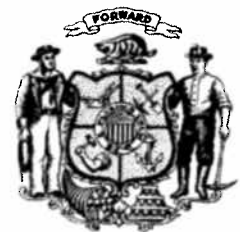
Sincerely,

Glen and Donna Severson  
362 Crosse Point Ct.  
Hobart, WI 54155  
920-965-2093

9/27/2011



# WISCONSIN STATE LEGISLATURE



## Ruby, Erin

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**From:** Rep.Ott  
**Sent:** Thursday, September 29, 2011 10:17 AM  
**To:** Ruby, Erin  
**Subject:** FW: [Possible SPAM] AB95  
**Importance:** Low

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**From:** Larry Burt [mailto:lburt@pcitrucks.com]  
**Sent:** Thursday, September 29, 2011 10:04 AM  
**To:** Rep.Ott; Rep.Steineke; 'rep.petrowski@wisconsin.gov'; Rep.Murtha; 'rep.tauchen@wisconsin.gov'; Rep.Ripp; Rep.Larson; Rep.Rivard; Rep.Danou; 'repvruwink@legis.wisconsin.gov'; Rep.Jorgensen; Rep.Radcliffe; Rep.Ringhand; Rep.Doyle  
**Subject:** [Possible SPAM] AB95  
**Importance:** Low

Dear Representatives, I am writing in regards to support AB95. It is very important that the Village of Hobart have control over all the liquor licenses that are in our community because it insures that health and welfare of our community. This was taken away from us thru backroom deals which has placed us in a different class "only community not having complete control of liquor licensing in the State of Wisconsin" We want an injustice to be righted. Please show your support by your vote for AB95

**Larry Burt**  
Sales Representative

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### **Packer City International Trucks, Inc.**

611 Hansen Road  
Green Bay, WI 54304  
Phone: 800-236-3800 x107  
Direct: 920-499-4599  
Cell: 920-621-8286  
Fax: 920-499-6163  
Email: lburt@pcitrucks.com  
Website: www.pcitrucks.com

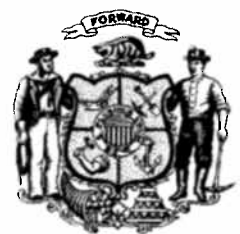


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# WISCONSIN STATE LEGISLATURE



## Ruby, Erin

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**From:** Rep.Ott  
**Sent:** Thursday, September 29, 2011 7:55 AM  
**To:** Ruby, Erin  
**Subject:** FW: Vote YES for AB 95

-----Original Message-----

From: Sally Sieber [mailto:ssieber@new.rr.com]  
Sent: Wednesday, September 28, 2011 8:09 PM  
To: Rep.Ott  
Subject: Vote YES for AB 95

Dear Rep. Ott,

I live in the Village of Hobart, Wisconsin, and I am writing to you to urge you to support AB 95 which your Committee is in the process of reviewing.

It is very important that our Village have control over the issuance of all liquor licenses within the Village as they are responsible for enforcement of all the laws associated with the effects those licenses have on our safety and welfare. This precedent-setting budget item was passed in the huge previous budget bill and was certainly not given the scrutiny it required.

Please vote to restore control of liquor licenses to the municipality where it belongs-- not with the State of Wisconsin.

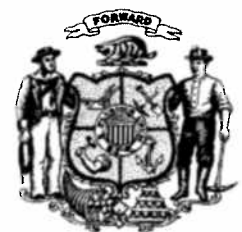
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Sally Sieber  
574 Wooded Hills Trl  
Hobart WI 54155-8600  
920.869.3430





# WISCONSIN STATE LEGISLATURE



**Ruby, Erin**

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**From:** Rep.Ott  
**Sent:** Friday, September 30, 2011 8:40 AM  
**To:** Ruby, Erin  
**Subject:** FW: AB-95 bill

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**From:** Karen Simcik [mailto:KSimcik@belsonco.com]  
**Sent:** Friday, September 30, 2011 8:39 AM  
**To:** Rep.Ott  
**Subject:** AB-95 bill

Dear Representative,

As a Brown Count resident, I was upset and appalled to know that a single municipality was singled out and stripped of its ability to issue a liquor license to the Oneida Tribe of Wisconsin. It is important that all state sanctioned municipalities be treated the same, especially when you have something as important as a liquor license which was created to ensure public safety.

I urge you to **pass the AB95 bill** and eliminate this race based special permitting that was designed to allow one tribe to avoid the normal procedures that all bars and restaurants are required to do.

Thank you,

Karen Simcik

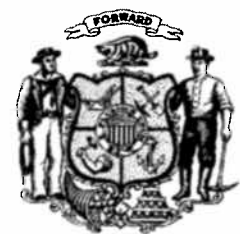
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This e-mail is intended for the use of the addressee(s) only and may contain privileged, confidential, or proprietary information that is exempt from disclosure under law. If you have received this message in error, please inform us promptly by reply e-mail, then delete the e-mail and destroy any printed copy. Thank you.

9/30/2011



# WISCONSIN STATE LEGISLATURE



**Ruby, Erin**

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**From:** Barry Fitzgerald [fitzgerald.barry1@gmail.com]  
**Sent:** Monday, October 03, 2011 11:56 AM  
**To:** Rep.Ott; Rep.Steineke; Rep.Petrowski; Rep.Murtha; Rep.Tauchen; Rep.Ripp; Rep.Krug;  
Rep.Rivard@legis.wisconsin.gov; Rep.Danou@legis.wiscnsin.gov; Rep.Vruwink;  
Rep.Jorgenson@legis.wisconsin.gov; Rep.Radcliffe; Rep.Ringhand; Rep.Doyle@legis.wiscon.gov;  
Rep.Larson@legis.wiconsin.gov  
**Subject:** [Possible SPAM] AB95

**Importance:** Low

Brown County Tavern League  
234 S Washington Street  
Green Bay, WI 54301

3 October, 2011

To The Members of The Rural Affairs and Economic Development Committee,

I am writing in respect of Wisconsin Assembly Bill 95. The Brown County Tavern League respectfully requests that the members of the Economic Development and Rural Affairs Committee move this bill to final passage. As you are no doubt aware, this bill, if passed, would repeal Act 28 (2009-2011) Section 125.27 (3) thus returning the sole authority in granting intoxicating liquor licenses to local municipalities. The current law requires that the department of revenue issue a liquor license to Indian Tribes meeting certain criteria.

On September 27th, 2011, the board of directors of the Brown County Tavern League voted unanimously to support AB95 and to request that the Tavern League of Wisconsin also support AB95.

Our concerns with the current law are as follows:

- (1) This provision was originally inserted in a budget bill. We are of the opinion that matters of non-fiscal policy should not be included in such legislation but should be decided upon independently on their merits.
- (2) Current legislation states the Department of Revenue SHALL issue a license to those meeting the criteria. This is extremely troublesome to our league. While almost every licensed establishment is subject to penalties for noncompliance with Section 125, including fines, revocation and non-renewal, current legislation allows for no recourse whatsoever should an establishment who has obtained their license from the state not be in compliance.
- (3) There is a quota system for the issuance of liquor licenses. Current legislation does not prevent the issuance of unlimited liquor licenses under this provision, which, if exercised by those eligible, would distort fair competition.

The Brown County Tavern League supports all responsible operators but we are anxious to have a level playing field. It has long been established that local municipalities are best qualified to issue and monitor liquor licenses and therefore we support AB95.

Thank you for your time, consideration, and public service.

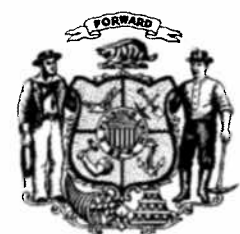
Sincerely,

Barry Fitzgerald  
President  
Brown County Tavern League

10/3/2011



# WISCONSIN STATE LEGISLATURE



## Ruby, Erin

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**From:** Britni Welsh [britni@stengergov.com]

**Sent:** Wednesday, October 05, 2011 8:57 AM

**To:** Rep.Ott; Rep.Tauchen; Rep.Radcliffe; Rep.Ripp; Rep.Danou; Rep.Petrowski; Rep.Vruwink; Rep.Doyle;  
Rep.Murtha; Rep.Larson; Rep.Jorgensen; Rep.Rivard; Rep.Ringhand; Rep.Steineke; Rep.Krug

**Cc:** 'Scott Stenger'; matt@stengergov.com; 'petem'; 'sweak'

**Subject:** AB 95

To: Members of the Assembly Rural Economic Development and Rural Affairs Committee

Fr: Scott Stenger for the Tavern League of Wisconsin

Re: Support for AB 95

Date: October 5, 2011

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The Tavern League of Wisconsin urges passage of AB 95. Bypassing local authority for one liquor license is bad public policy and creates an unfair level of tiered regulation. All license holders in a municipality should play by the same rules and regulations at the local level. AB 95 returns regulation to the local level consistent with every other license issued in Wisconsin. We urge your support for AB 95.

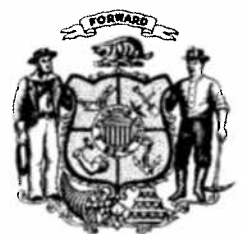
Thank you,

Britni Welsh

Stenger Government Relations, LLC  
44 East Mifflin Street Suite 600  
Madison, WI 53703  
Phone: 608-287-0403  
Fax: 608-287-0414  
[britni@stengergov.com](mailto:britni@stengergov.com)  
[www.stengergov.com](http://www.stengergov.com)



# WISCONSIN STATE LEGISLATURE



Village of

# HOBART



October 12, 2011

Al Ott, Chairman & Committee Members  
Rural Economic Development &  
Rural Affairs Committee  
Wisconsin Capitol  
Room 323 North  
Post Office Box 8953  
Madison, WI 53708

Dear Chairman Ott and Committee Members,


We write to express our appreciation for the recent action taken by your Committee on October 6<sup>th</sup> specific to Assembly Bill 95. We understand that AB 95 was reported to the Rules Committee on the same date.

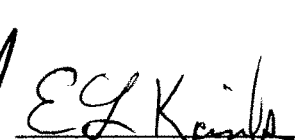
As you know, AB 95 repeals language that crafted an unwarranted and unnecessary precedent for a single tribe, with language inserted in the 2009 State Budget, Wisconsin Act 28, Sec. 125.27 (3) (Eff. June 2009). The language removed local municipal enforcement capability, treated the Village of Hobart and other liquor establishments very differently than all other local entities in Wisconsin, and guaranteed a lone tribe in Wisconsin the right to have a state liquor license(s) upon request, no questions asked.

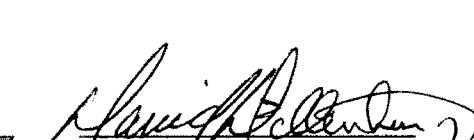
We appreciate the political sensitivity to matters such as this, and understand that a guiding principle of assembly members is consideration of impact on local governments that legislation may create.


Your voices to send AB 95 to the Rules Committee are deeply appreciated. We understand the time commitment, courage, candor and dedication required to facilitate productive Committee activities that contribute to our political process. Thank you very much.

Sincerely,

  
Richard Heidel, Village President

  
Edward Kazik, Trustee

  
David Dillenburg, Trustee

  
Debbie Schumacher, Trustee

  
Donna Severson, Trustee





# Oneida Tribe of Indians of Wisconsin

Post Office Box 365



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Phone: (920) 869-2214



Oneida, WI 54155



UGWA DEMOLUM YATEHE  
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

State Representative Al Ott  
Chairman  
Assembly Committee on Rural Economic Development and Rural Affairs  
Room  
State Capitol  
Madison, WI 53

Dear Chairman Ott:

On Tuesday, September 27<sup>th</sup>, I had a meeting with State Representative Jim Steineke concerning AB 95 which is in your committee and scheduled for an executive session on Wednesday, October 5<sup>th</sup>. At that meeting I indicated to Rep. Steineke that the Oneida Tribe of Indians of Wisconsin is and will remain strongly opposed to AB 95. There should be no confusion concerning the intensity of our opposition for the reasons that were made very clear at the public hearing and since reiterated to you and other members of the committee.

Additionally, I want to thank you for your efforts to forge the agreement reached between Oneida and Rep. Steineke on this issue. There should be no question that Oneida has taken the necessary steps to honor that agreement. That agreement stipulated that the Oneida Golf Enterprises would apply for a local license and if the Village of Hobart granted that license without condition, OGE would surrender the state permit to the Department of Revenue. As part of that agreement we were given assurances that if those events occurred, no further action on the bill would be taken.

Oneida did apply for a local license and the Village of Hobart granted that license without condition. Consistent with that agreement, Bobbi Webster, president of Oneida Golf Enterprise, then submitted a letter to the Department of Revenue on August 29<sup>th</sup> which stated "OGE hereby surrenders the Department of Revenue permit reserving the right to re-obtain a state permit should it become necessary in the future."

On Tuesday, Sept. 6<sup>th</sup> Tom Ourada of the Department of Revenue stated in an email to our Tribal representative, "The department received a letter from the Tribe today, Sept. 6, 2011, surrendering the permit, and a photocopy of the permit. I wanted to make you aware of the

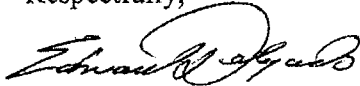
legislative inquiry, and request the Tribe's permission to inform the legislative office that the Tribe has submitted a letter surrendering the permit, and a photocopy of the permit." We granted permission to DOR to inform the legislative office that the permit had been surrendered.

On Sept 6<sup>th</sup>, the very same day the department acknowledged receipt of the letter from OGE surrendering the license, Rep. Steineke sent you a letter requesting an executive session on AB 95.

Following that, there was some confusion about the actual procedure for surrendering the state permit. After the Department acknowledged receipt of the letter surrendering permit, the Department verbally informed OGE that OGE must send the actual permit, and not a photo copy, to the Department. It should be noted that DOR's policy for surrendering permits remains somewhat obscure. Mike Wager, legislative advisor for the Department of Revenue, stated in an email dated September 15<sup>th</sup> to your staff and Rep. Steineke's staff, "DOR's general advice for this sort of situation is for the surrendering entity to send a notarized and signed written statement and the original license to the Department of Revenue."

So there is no confusion about Oneida's intent to comply with the agreement, or whether the state license has actually been surrendered, we are sending the original permit to the Department in the manner prescribed above. That action will be completed prior to the scheduled vote on AB 95 on October 5<sup>th</sup>.

Respectfully,



Edward Delgado, Chairman  
Oneida Tribe of Indians of Wisconsin



# WISCONSIN STATE LEGISLATURE



**REPUBLICAN PARTY OF THE EIGHTH  
CONGRESSIONAL DISTRICT OF WISCONSIN**

---

**William Berglund**  
Chairman

**Kevin Barthel**  
Vice Chairman

**Tyler Longsine**  
Secretary

**Dave Nelson**  
Treasurer

Representative Al Ott, Chairman  
Committee on Rural Economic Development & Rural Affairs  
Room 323 North, State Capitol  
P.O. Box 8953  
Madison, WI 53708

Dear Mr. Chairman,

The Executive Committee of the Republican Party of the 8<sup>th</sup> Congressional District is writing in regard to Assembly Bill 95. The bill was referred to your committee on April 15, 2011 and was given a public hearing on May 18, 2011. No further action has been taken on this legislation since the public hearing. This legislation, if enacted, would reverse an obvious power grab by the previous legislature (2009 Wisconsin Act 28) that required the Department of Revenue to issue liquor licenses to American Indian tribes that met certain criteria. This overturned many years of precedent that gave municipalities the sole authority to issue liquor licenses and was an obvious reward to a special interest group who supported the policies of the majority party in the last session of the legislature. At the Republican Party of the 8<sup>th</sup> Congressional District Executive Committee meeting on August 27, 2011 the members passed a unanimous resolution calling for the Secretary to write a letter to the Republican legislators who serve on the Assembly Committee on Rural Economic Development & Rural Affairs on the behalf of the Executive Committee urging the committee to take action on AB 95. In compliance with that resolution the Executive Committee of the Republican Party of the 8<sup>th</sup> Congressional District of Wisconsin hereby requests the Committee on Rural Economic

Development & Rural Affairs to debate, vote upon, and send AB 95 to the Assembly for a full vote as soon as the legislature convenes for the Fall Legislative session that is scheduled to begin on Tuesday September 13, 2011.

For the Executive Committee,

*Tyler Longsine*

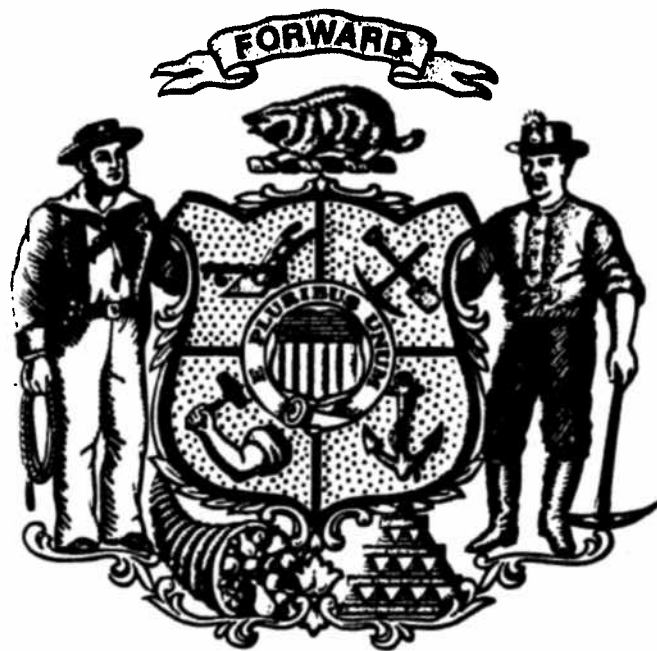
**Tyler Longsine**  
Secretary



**EIGHTH CONGRESSIONAL DISTRICT  
REPUBLICAN PARTY OF WISCONSIN**

2822 Sandalwood Rd.  
Abrams, WI 54101

CC: Representative Jim Steineke  
Representative Jerry Petrowski  
Representative John Murtha  
Representative Gary Tauchen  
Representative Keith Ripp  
Representative Scott Krug  
Representative Thomas Larson  
Representative Roger Rivard  
Speaker Jeff Fitzgerald





# JIM STEINEKE

STATE REPRESENTATIVE • 5<sup>th</sup> ASSEMBLY DISTRICT

(608) 266-2418  
Toll-Free: (888) 534-0005  
Rep.Steineke@legis.wi.gov

P.O. Box 8953  
Madison, WI 53708-8953

Mr. Chairman, members of the committee, and esteemed guests, thank you for the opportunity to testify as the author of Assembly Bill 95. I'd like to start by giving you a brief background of how we got to this point.

In the last biennial budget, Senator Hansen had a provision inserted at the last minute that allows for American Indian Tribes meeting a certain criteria to bypass their local government and obtain a liquor license directly from the State of Wisconsin. The way this bill was written, the only Tribe that qualified was the Oneida Tribe in northeast Wisconsin. This provision was inserted at the eleventh hour, with no public hearing, no debate, and no notice to the municipalities affected.

Today you will likely hear from both sides of this issue, namely representatives from both the Oneida Tribe and the Village of Hobart. You will undoubtedly become aware, if you aren't already, of the struggles these two entities are having in their relationship. These are serious issues that deserve to be heard. These are matters that need to be resolved. However, these issues are not going to be resolved today, no matter what happens through AB95.

What AB95 does is simply repeal the provision that was inserted into the last budget. It restores local control over the liquor license. It in no way takes away the Oneida's ability to pursue a license through the Village of Hobart. It in no way should have any effect on the overall operations of the golf course which the Tribe owns. It only seeks to treat everyone fairly with no special privileges for one party over the other. When I met with a representative of the Oneidas before I introduced this bill, I told him very plainly that I would no sooner support a bill that specifically benefits them than I would support a bill that specifically injures them. It is simply a matter of fairness. The way this provision was obtained does nothing to heal the wounds that have been opened over time; in fact it has only deepened the divisions between the two sides.

You should also know that years ago there was a provision added to the budget that allowed the Town of Hobart to become a village. This, in my mind, would also fall into the category of a special deal that had no place in the State budget. However, there is no real ability of the State legislature to affect that at this point. The dissolution of a village is much different than restoring the legal procedure by which an entity obtains their liquor license.

Finally, when deciding how to vote on this bill please look at the purpose of the bill itself and not all of the issues that surround the relationship between the two sides. While important to both the Oneidas and the Village of Hobart, in the end they are immaterial. I'd ask you to consider your answer to two questions. Is the process by which all liquor





# JIM STEINEKE

STATE REPRESENTATIVE • 5<sup>th</sup> ASSEMBLY DISTRICT

(608) 266-2418  
Toll-Free: (888) 534-0005  
Rep.Steineke@legis.wi.gov

P.O. Box 8953  
Madison, WI 53708-8953

licenses are obtained fundamentally broken? If you think that's so, then we need to change the process for everyone. And if another business owner comes to the legislature because they are having troubles with their municipality, will you grant them the same special privilege? If not, then we have no real choice but to support Assembly Bill 95. Thank you for the opportunity to testify today.



**ONEIDA GOLF ENTERPRISE dba Thornberry Creek at Oneida**  
**Testimony Prepared By: Bobbi Webster – President, Oneida Golf Enterprise**

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**COMPANY PROFILE**

The Oneida Golf Enterprise Corporation (OGEC) is a tribal corporation wholly owned by the Oneida Tribe of Indians of Wisconsin.

**COMPANY CONTACTS**

Management:	Lance Broberg Mark Becker – Director of Golf Chris Vokracka – Food & Beverage
Board of Directors:	Bobbi Webster, President Cameron Cunningham, Vice President James Elm, Secretary Dianne Zubella, Treasurer Peter King Jr. Board member

First let me say I am very honored and proud to be here today to represent the Oneida Golf Enterprise Corporation. I am an avid golfer and this has been a commitment of love for the game of golf, for the Oneida people and for the environment. We did all we could to keep this business from going under.

Each time we have encountered the representatives from the Village of Hobart, they have smiled and said to me, “We really want you to be successful.” However their actions do not reflect that sentiment.

The first major hurdle came when they would not grant our first request for a liquor license. Weddings and events were booked prior to our taking over the course. Weddings that had been planned over a year, and we did everything possible to prevent major disappointments to the bridal couples. Previous to opening we had inquiries from two very large events which we could not confirm because of the licensing issues. Those events expressed desire to be first on our list next year.

The first year we were open our customers were denied access to a bathroom on our course, due to the fact that the property was owned by the Village of Hobart and they did not inform us there was a need to have an agreement in place. An agreement they did not require of the previous owner. They cited they may have left themselves subject to liability issues. So we had to utilize an attorney to draft a legal agreement for leasing their bathroom facilities.

They also painted their water tower on our course during our prime season, forcing closure of our routed course and a major imposition on our clientele.

We attempted to communicate with our customers and the local residents. I personally attended a meeting with Thornberry Home owners Association to inform them of our plans to keep the business open. We also sent letters to members of our course and informed them of our desire to keep the course in operation. We have worked very hard to keep this business afloat, without the Oneida Golf Enterprise Corporation, this course would have been grown in weeds and disrepair.

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There have been many problems that we have been subject to as testified by Chairman Hill, but I am sure you do not want to hear the same issues from me. This testimony is to inform this committee that we have jumped through many hoops to keep a business alive and well in our community, despite the problems the Village of Hobart has with the government, Oneida Tribe. We should be able to continue to do business without continual interference and hurdles from the Village. Thank you.

*Please do not repeal this provision.*

*Respectfully,*

*Paul Hill*

## ESCROW AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into this 26<sup>th</sup> day of March, 2009, by and between the Oneida Tribe of Indians of Wisconsin (the "Tribe"), the Village of Hobart (the "Village"), (each a "party" and, collectively, the "parties"); Oneida Golf Enterprise Corporation ("OGEC"); and Associated Trust Company, NA (the "Escrow Agent").

~~**WHEREAS**, the Village has enacted a liquor license ordinance pursuant to which it issues licenses for the sale of fermented malt beverages and intoxicating liquors as authorized by Chapter 125 of the Wisconsin Statutes; and~~

**WHEREAS**, the Tribe purchased Thornberry Creek Golf Course (the "Golf Course"), which is located within the Village, and pursuant to tribal law formed the Oneida Golf Enterprise Corporation ("OGEC"), a tribally chartered corporation wholly owned by the Tribe, to operate the Golf Course; and

**WHEREAS**, OGEC filed an application (the "Application") with the Village for a Retail Class B fermented malt beverage license and a Retail Class B intoxicating liquor license (each a "Liquor License" and collectively, the "Liquor Licenses") for the sale of alcoholic beverages at the Golf Course; and

**WHEREAS**, the Village Board approved OGEC's Application, but conditioned issuance of the Liquor Licenses on the Tribe's deposit of funds in an amount equal to the SWMUO Charges (as defined below) in an escrow account; and

**WHEREAS**, the Village has enacted a Storm Water Management Utility Ordinance, §4.408 of the Village's ordinances (the "SWMUO"); and

**WHEREAS**, the United States of America holds title to land within the Village in trust for the benefit of the Tribe (the "Trust Property"); and

**WHEREAS**, pursuant to the SWMUO, the Village has imposed charges on the Trust Property in the amount of \$106,816.95, inclusive of late fees and penalties, (the "SWMUO Charges"), neither the United States of America nor the Tribe has paid the SWMUO Charges, and the Village contends that the Tribe and/or the United States of America are obligated to pay the SWMUO Charges; and

**WHEREAS**, the Village claims it possesses authority to impose the SWMUO Charges, and as a separate matter that it may condition issuance of the Liquor Licenses on payment of the SWMUO Charges, and the Tribe disputes whether the Village possesses such authority; and

**WHEREAS**, the Village has agreed to issue the Liquor Licenses to OGEC if the Tribe agrees to the escrow of funds in accordance with the terms set forth below;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements made herein and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party and the Escrow Agent, the parties and the Escrow Agent covenant and agree as follows:

## **ARTICLE 1 - ESTABLISHMENT OF ESCROW ACCOUNT**

**Section 1.1 Escrow Amount.** ~~The Tribe shall transfer to the Escrow Agent the amount of \$106,816.95, which shall constitute the Escrow Amount and shall be held in an Escrow Account and administered under this Agreement. Immediately upon establishment of the Escrow Account and deposit of the monies, the Escrow Agent shall notify the Village that the Account has been established and the monies have been deposited (the "Notice of Deposit").~~

**Section 1.2 Escrow of Escrow Amount.** The Escrow Amount will be held in escrow by the Escrow Agent, as collateral for obligations, if any, of the Tribe or the United States of America to pay the SWMUO Charges, until the Escrow Amount is to be released pursuant to the terms of this Agreement. The Escrow Agent agrees to accept delivery of the Escrow Amount and to hold the Escrow Amount in escrow subject to the terms and conditions of this Agreement. During the term of this Agreement, the Escrow Amount shall be invested in an interest bearing account as set forth in Schedule 1 attached hereto. The Parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relating to the investment of the Escrow Amount. All interest shall accrue to the benefit of the Tribe, but shall be considered part of the Escrow Amount and be subject to disbursement in accordance with the terms of this Agreement.

**Section 1.3 Additional Payments to Escrow Account.** Until the Escrow Amount is disbursed in accordance with this Agreement, the Tribe shall on or before January 31 of each year deposit additional monies in the escrow account in an amount equal to the SWMUO Charges imposed by the Village on the Trust Property for the previous calendar year pursuant to the SWMUO, and all such monies shall be added to and be part of the Escrow Amount.

**Section 1.4 Protection of Escrow Fund.** The Escrow Agent shall hold and safeguard the Escrow Amount in accordance with the terms of this Agreement, and not as the property of the Tribe or the Village, and shall disburse the Escrow Amount only in accordance with the terms of this Agreement.

## **ARTICLE 2 - LIQUOR LICENSES**

**Section 2.1 Issuance by Village.** Within three (3) business days of receipt of the Notice of Deposit, the Village Clerk shall issue the Liquor Licenses to OGEC for the premises described in the Application. In the event the Village Clerk fails to issue the Liquor Licenses within three (3) business days of receipt of the Notice of Deposit, this Agreement shall terminate and the Escrow Agent shall disburse the Escrow Amount to the Tribe. As long as the Tribe deposits monies in

the Escrow Account in accordance with Section 1.3 above, the Village will not condition the renewal of the Liquor Licenses on payment of the SWMUO Charges or any future SWMUO Charges on the Trust Property, and the Village will not seek to revoke or suspend a Liquor License on the grounds that the SWMUO Charges or any future SWMUO Charges on the Trust Property have not been paid, unless there is a Decision (as defined below) in favor of the Village with respect to the question of whether the Village has authority to condition issuance of the Liquor Licenses to OGEC on the payment of the SWMUO charges or the question whether the Tribe or the United States of America owes the SWMUO Charges.

### **ARTICLE 3 - CLAIMS UPON ESCROW AMOUNT**

**Section 3.1 Triggering Events.** The following shall be the events that would give rise to a claim by the Village or the Tribe upon all or part of the Escrow Amount:

- a. Failure of the Village Clerk to issue the Liquor Licenses within three (3) business days of receipt of the Notice of Deposit, in which event the Escrow Amount shall be delivered to the Tribe;
- b. A Decision of a court of competent jurisdiction determining whether the Village possesses authority to impose the SWMUO Charges, in which event the Escrow Amount shall be delivered to the Tribe or the Village in accordance with said Decision;
- c. A Decision of a court of competent jurisdiction determining that the Village may lawfully condition the issuance of liquor licenses to OGEC on the payment of SWMUO charges, regardless of whether or not they are legally owed by any person or entity, in which event the Tribe shall be entitled to delivery of the Escrow Amount; provided, however, that if the Tribe elects to receive the Escrow Amount or if the Tribe does not, within three (3) days of the issuance of a decision by the court, give Notice of its consent to the delivery of the Escrow Amount to the Village, the OGEC shall be deemed to have simultaneously surrendered the Liquor Licenses, and shall immediately discontinue the sale of any alcoholic beverages and thereafter must re-apply for the Liquor Licenses. The Village may in its discretion grant or deny the OGEC's application and in the event of denial of the new application, the Tribe or OGEC may appeal or challenge the denial. Pending the new application and any possible appeal, neither the Tribe nor OGEC will be entitled to the Liquor Licenses and may not seek any injunctive relief. In the event the Tribe does not elect to receive the Escrow Amount and consents to the delivery of the Escrow Amount to the Village, the Village will not attempt to revoke or suspend the Liquor Licenses on the grounds that the SWMUO charges have not been paid.
- d. Approval and execution by the Tribe and the Village of a written agreement terminating this Agreement and directing the delivery of the Escrow Amount.

**Section 3.2 "Decision" Defined.** For purposes of Section 3.1, the term "Decision" shall mean a judgment or order which is final and therefore may be appealed, but which has not been appealed within the time permitted by law.

**Section 3.3 Filing of Action.** In the event the Village and the Tribe do not reach an agreement under Section 3.1(d) within ninety (90) days following the execution of this Agreement, either the Village or the Tribe may file an action for declaratory and/or injunctive relief in the United States District Court for the Eastern District of Wisconsin (the "District Court") seeking a Decision. In accordance with the provisions of Article 5 below, the Village and the Tribe consent to the jurisdiction of the District Court.

**Section 3.4 Notice of Claim.** Promptly after a default under Section 3.1(a) or agreement under Section 3.1 (d), or after a Decision contemplated under Sections 3.1(b) or (c) is rendered, the party seeking the release of all or part of the Escrow Amount shall give the other party and the Escrow Agent written notice thereof and the grounds therefor (a "Notice of Claim").

**Section 3.5 Distribution.** Upon receipt by the Escrow Agent of a Notice of Claim, the Escrow Agent shall, subject to the provisions of Article 4, deliver the Escrow Amount, or part thereof, as provided in the Notice of Claim. The delivery shall be effectuated by certified check or wire transfer. For greater certainty, the Escrow Agent shall act in accordance with the delivery instructions set out in each Notice of Claim, subject to the provisions of Article 4.

#### **ARTICLE 4 - OBJECTIONS**

Upon delivery of a Notice of Claim by a party (the claiming party) to the other party and the Escrow Agent, and for a period of fifteen (15) calendar days after such delivery, the Escrow Agent shall make no distribution of the Escrow Amount, or any part thereof, unless the Escrow Agent shall have received written authorization from the other party to make such distribution. After the expiration of such fifteen (15) calendar day period, the Escrow Agent shall make the distribution as provided in the Notice of Claim, unless the other party has in writing objected to the Notice of Claim and such written objection shall have been delivered to the Escrow Agent and to the claiming party prior to the expiration of such fifteen (15) calendar days.

#### **ARTICLE 5 - LIMITED WAIVER OF IMMUNITY**

**Section 5.1 Federal Court.** Each party hereby waives sovereign immunity and/or governmental immunity and consents to suit in the District Court for the following purposes:

- a. Claims by a party for declaratory and/or injunctive relief and the distribution of the Escrow Amount with respect to i) the Village's contention that it possesses authority to impose the SWMUO Charges; ii) the Village's contention that it may lawfully condition the issuance of the Liquor Licenses to OGEK on the payment of the SWMUO Charges.



- b. Claims by a party for enforcement of all other terms of this Agreement.
- c. Appeals of decisions and orders of the District Court with respect to a claim contemplated under Sections 5.1(a) and (b).

**Section 5.2 State Court.** Each party hereby waives sovereign immunity and/or governmental immunity and consents to suit in the Circuit Court for Brown County, Wisconsin, (the "Circuit Court") ~~but only in the event that such claim is first brought before the District Court and the District Court determines that it does not possess or will not accept jurisdiction over the claim for the following purposes:~~

- a. Claims by a party for declaratory and/or injunctive relief and the distribution of the Escrow Amount with respect to i) the Village's contention that it possesses authority to impose the SWMUO Charges; ii) the Village's contention that it may lawfully condition the issuance of the Liquor Licenses to OGEC on the payment of the SWMUO Charges.
- b. Claims by a party for enforcement of all other terms of this Agreement.
- c. Appeals of decisions and orders of the Circuit Court with respect to a claim contemplated under Sections 5.2(a) and (b).

**Section 5.3 Exhaustion of Remedies.** The Tribe waives any requirement of the exhaustion of tribal remedies, and the Village waives any requirement of the exhaustion of remedies provided for in village ordinances or state law, including any requirement of the filing of a notice of claim under the Wisconsin Statutes. To the extent a notice of claim may nonetheless be deemed necessary, the Village agrees that this Agreement constitutes sufficient notice of claim for purposes of the Wisconsin Statutes.

**Section 5.4 Escrow Agent Not to be Named as Party.** The Tribe and the Village agree to refrain from naming the Escrow Agent as a party to any suit contemplated under this Article.

**Section 5.5 Limitations and Condition Precedent.** Except as expressly provided in Sections 5.1 and 5.2, nothing in this Agreement is intended as or constitutes a waiver of the sovereign immunity or the governmental immunity of either party. In addition, the Tribe's waiver of sovereign immunity provided for in Sections 5.1 and 5.2 shall only be effective upon issuance of the Liquor Licenses by the Village Clerk as contemplated in Article 2 above.

## **ARTICLE 6 - ESCROW AGENT**

### **Section 6.1 Limitation of Liability.**

- a. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it except to the extent that a final adjudication of a court of competent jurisdiction

determines the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to the Tribe or the Village. The Tribe and the Village agree, jointly and severally, to indemnify, defend and save harmless the Escrow Agent, its affiliates and their respective successors, assigns, managers, attorneys, accountants, experts, officers, directors, employees and agents from and against all losses, charges, penalties, judgments, settlements, proceedings, litigation, investigations, claims, demands, actions, suits, liabilities or other proceedings by whomsoever made, prosecuted or brought and from all losses, costs, damages and expenses (including without limitation, the legal and advisory expenses and fees of outside counsel and experts and their staffs) in any manner based upon, occasioned by or attributable to any act of the Escrow Agent in the execution of its duties hereunder. It is understood and agreed that this indemnification shall survive the termination of this Agreement or resignation or removal of the Escrow Agent hereunder. The Tribe and the Village hereby agree to jointly and severally indemnify the Escrow Agent from and against all reasonable costs, liabilities and expenses incurred by it or to which it becomes subject as a result of performing its obligations in accordance with any written direction provided by the Tribe and/or the Village pursuant to this Agreement. The Escrow Agent shall have no duties and responsibilities except as expressly provided in this Agreement.

- b. The Escrow Agent acts hereunder as a depository only and may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties without inquiry and without requiring substantiating evidence of any kind. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request.
- c. Except as expressly provided in this Section, nothing in this Escrow Agreement, whether express or implied, shall be construed to give to any person or entity other than the Escrow Agent, the Tribe and the Village any legal or equitable right, remedy, interest or claim under or in respect to this Agreement or the Escrow Amount.

**Section 6.2 Remuneration and Expenses.** The Tribe and the Village agree jointly and severally to (i) pay the Escrow Agent for the services to be rendered hereunder, which unless otherwise agreed in writing shall be as described in Schedule 1 attached hereto, and (ii) pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including, without limitation reasonable attorney's fees and expenses, incurred or made by it in connection with the performance of this Agreement.

**Section 6.3 Resignation and Replacement.**

- a. The Escrow Agent may resign and be discharged from all further duties and liabilities hereunder after giving not less than thirty (30) calendar days' notice in writing to the

Tribe and the Village. The Tribe and the Village may remove the Escrow Agent and appoint a replacement Escrow Agent upon ten (10) calendar days' notice to the Escrow Agent. In the event the Escrow Agent resigns, is removed, or is otherwise incapable of acting, the Tribe and the Village shall appoint in writing a successor Escrow Agent. The Escrow Agent's sole responsibility after such ten (10) day notice period expires shall be to hold the Escrow Amount (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time of delivery Escrow Agent's obligations hereunder shall cease and terminate.

- b. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.
- c. On any new appointment, and upon payment to the Escrow Agent vacating office of any amounts owing to it hereunder, the Escrow Agent shall transfer to the new escrow agent all the Escrow Fund and the new escrow agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Escrow Agent without any further assurance, conveyance, act or deed.

**Section 6.4 Advice.** The Escrow Agent may consult with counsel, accountants and other skilled persons to be selected and retained by it and employ such assistance as in its judgment, acting and relying reasonably, may be necessary for the proper discharge of its duties and the determination of its rights hereunder and may act and rely upon the opinion, information or advice of such counsel or any other independent expert or advisor retained by it. Except as provided in Section 6.1, the Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with, or in reliance upon, the advice or opinion of any such counsel, accountants or other skilled persons and may act on and rely as to the truth of the statements and the accuracy of the opinions expressed therein upon statutory declarations, opinions, reports, certificates, notices, statements, directions, instructions, requests, waivers, consents, receipts or other evidence or documents furnished (each, a "Document") to the Escrow Agent including, without limitation, by the Tribe and/or the Village, without further authorization or independent verification being necessary, not only as to the due execution and validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein which it believes to be genuine. The Escrow Agent shall not be responsible for any loss resulting from any action or inaction taken in reliance upon such opinion, information, advice or Document.

**Section 6.5 Disagreement.** In the event of any disagreement arising regarding the terms of this Agreement, the Escrow Agent shall be entitled, at its option, to refuse to comply with any or all demands whatsoever until the dispute is settled either by agreement in writing between the various parties by a court of competent jurisdiction evidenced by a final non-appealable order.

The Tribe and the Village agree to pursue any redress or recourse in connection with any dispute without making the Escrow Agent a party to the same. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

~~Section 6.6 Books and Records.~~ Escrow Agent shall maintain accurate books, records and accounts of the transactions effected or controlled by the Escrow Agent hereunder and the receipt, investment, reinvestment and distribution of the Escrow Amount, and shall provide to the Tribe and the Village records and statements upon request. The Escrow Agent shall have no duties or responsibilities except as expressly provided in this Agreement. Notwithstanding the above, the Escrow Agent shall provide a monthly statement of the Escrow Funds to the Village and the Tribe.

**Section 6.7 Compliance with Court Orders.** In the event the Escrow Amount, or any part thereof, shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Amount, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, entity, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

**Section 6.8 Acceptance of Obligations.** The Escrow Agent hereby accepts the covenants and obligations of this Agreement and agrees to perform the same upon the terms and conditions herein set forth and to hold and exercise the rights, privileges and benefits conferred upon it hereby for and on behalf of the persons having an interest in the Escrow Amount.

**Section 6.9 Patriot Act Disclosure/Taxpayer Identification Numbers/Tax Reporting.**

- a. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Tribe and the Village acknowledge that Section 326 of the USA PATRIOT Act and the Escrow Agent's identity verification procedures require the Escrow Agent to obtain information which may be used to confirm the Tribe's and the Village's identity including without limitation name, address and organizational documents ("identifying information"). The Tribe and the Village agree to provide the Escrow Agent with and consent to the Escrow Agent obtaining from third parties any such identifying information required as a condition of

opening an account with or using any service provided by the Escrow Agent.

- b. The Tribe and the Village have provided the Escrow Agent with their respective fully executed Internal Revenue Service ("IRS") Form W-8, or W-9 and/or other required documentation. The Tribe and the Village each represent that its correct TIN assigned by the Internal Revenue Service ("IRS") or any other taxing authority, is set forth in the delivered forms.

## ARTICLE 7 - GENERAL

**Section 7.1 Governing Law.** It is the intention of the parties that the laws of the State of Wisconsin shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties under this Agreement.

**Section 7.2 Notices.** Any notice provided for or permitted under this Agreement will be deemed to have been given by a party when:

- a. delivered personally to the designated representatives of the other party and the Escrow Agent,
- b. sent by overnight commercial courier, with written verification of receipt, to the designated representatives of the other party and the Escrow Agent, at the addresses set forth below, or
- c. mailed postage pre-paid by certified or registered mail, return receipt requested, to the designated representatives of the other party and the Escrow Agent, at the addresses set forth below.

Designated representatives of the Village:

Village of Hobart  
Attn: Clerk/Treasurer  
2990 South Pine Tree Road  
Hobart, WI 54115

With a copy to:

Davis & Kuelthau, S.C.  
Attn: William S. Woodward  
318 S. Washington St., Suite 300  
Green Bay, WI 54301  
Fax: (920)431-2262

Designated representatives of the Tribe:

Richard G. Hill, Chairman  
Oneida Tribe of Indians of Wisconsin  
P.O. Box 365  
Oneida, WI 54155

with a copy to:

James R. Bittorf  
Rebecca M. Webster  
Oneida Law Office  
P.O. Box 109  
Oneida, WI 54155  
Fax: (920) 869-4065

Designated representative of the Escrow Agent:

Associated Trust Company, NA  
Attn: Molly Carlson  
200 N. Adams Street  
Green Bay, WI 54301  
Fax: (920) 433-3191

Notwithstanding the foregoing, in the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such officer at the above-referenced office. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate.

A party may by notice given in accordance with this Section designate additional or different representatives for the receipt of notices.

**Section 7.3 Binding upon Successors and Assigns.** Subject to, and unless otherwise provided in this Agreement, each and all of the covenants, terms, provisions and agreements contained herein shall be binding upon and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators and assigns of the parties.

**Section 7.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as signatories.

All signatures of the parties to this Agreement may be transmitted by facsimile, and such facsimile will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

**Section 7.5 Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, expressed or implied, ~~written or oral, between the parties with respect to the subject matter hereof.~~ The expressed terms hereof control and supersede any course of performance or usage of the trade inconsistent of any of the terms hereof.

**Section 7.6 Waivers, Amendment and Assignment.** The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing approved by the Escrow Agent, the Tribe and the Village, and executed by the authorized representatives of the Escrow Agent, the Tribe and the Village; provided, however, that if the Escrow Agent does not agree to an amendment agreed to by both the Tribe and the Village, the Tribe and the Village shall appoint a successor Escrow Agent. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by the Escrow Agent, the Tribe or the Village, except as provided in Section 7.3, without the prior consent of the Escrow Agent and the parties.

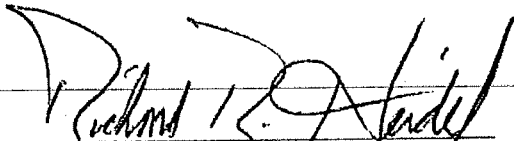
**Section 7.7 Reasonable Efforts.** Each of the parties agrees to use all reasonable efforts to take, or cause to be taken, all action in order to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.

**Section 7.8 Matters Not Addressed.** The previous owner of the Golf Course filed a petition for relief under Chapter 11 of the United States Bankruptcy Code, and during the pendency of the bankruptcy proceedings the previous owner failed to pay personal property taxes (the "Personal Property Taxes") with respect to personal property associated with the Golf Course. This Agreement does not address the Personal Property Taxes and does not preclude the Village from pursuing remedies it believes it possesses with respect to the Personal Property Taxes.

**Section 7.9 Description of Disputes.** This Agreement is intended to describe in general terms disputes existing between the Village and the Tribe with respect to the SWMUO Charges and the issuance of Liquor Licenses to OGEC. This Agreement does not signify or constitute either party's concurrence in any particular legal theory or factual determination.

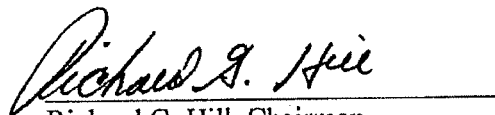
IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

**VILLAGE OF HOBART**



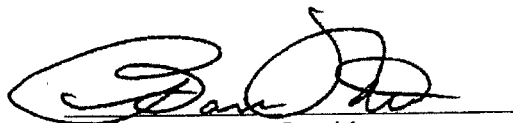
Richard Heidel, President

**ONEIDA TRIBE OF INDIANS OF WISCONSIN**



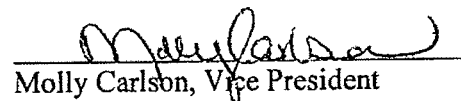
Richard G. Hill, Chairman

**ONEIDA GOLF ENTERPRISE CORPORATION**



Barbara Webster, President

**ASSOCIATED TRUST COMPANY, NA**



Molly Carlson, Vice President



Schedule 1

Amounts received will be invested in to the Goldman Sachs Prime Obligations Money  
Market Fund (ticker FBAXX)

A \$1500 annual fee will be invoiced for the Escrow Agent's fees. There is a \$750  
minimum fee and if the account is distributed prior to the first year the fees will be  
prorated after the \$750 minimum is surpassed.