



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

# Oneida Tribe of Indians of Wisconsin, Inc.



UGWA DEHOLUM YATERE  
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.

DE PERE  
ROUTE 4



WISCONSIN  
54115

INFORMAL MEETING  
July 17, 1979  
2 p.m.

Present: Chrmn. Purcell Powless, V-Chrmn. Norbert Hill, Secretary Patricia Misikin,  
Members: Edwin King, Margaret Doxtater, Loretta Metoxen  
Excused: Mark Powless  
Also present: Doug Smith, Carl Rasmussen, Bruce Schaepe, Francis Skenandore  
Herb Hoelter

Meeting began informally at 2:15 p.m. Discussion ensued on the proposed contract between the Tribe and Partnership. Question raised about Section I-A-1 pertaining to the acreage cited. Agreement of those present was that the Post Office Project would use approximately 8.5 acres of the total 31 acres available and the inference as worded is the same. Mr. Hoelter indicated his satisfaction with the contract as written and said he would leave a signed copy and take two for the signatures of the Partnership members not present and then return a copy with all the signatures for our files.

Mr. Hoelter stated we would need a preliminary proposal making certain assumptions and specifications regarding the Peoria estimate of the facility. Based on those figures, we would be presenting our best estimate. He then gave an overview of the costs on the 75,000 square foot building with construction in the Spring. This cost would be in the area of \$3,984,000. The Tribe could issue tax exempt bonds as method of repayment.

Mr. Hoelter stated that he needed to know the profit margin the Tribe wishes to receive during the twenty-year lease. Variance of computations would be submitted later but he needs an idea immediately. Consensus stated that the Tribe would suggest \$125,000/year with an inflation factor of 8%. Lengthy discussion regarding the impact of the economy and projected dollar value. Mr. Hoelter said he would do a comparison of the dollar value from \$75,000 to \$150,000 to see what our best estimate would be that would still keep us in contention for consideration and that these figures would be forthcoming by this weekend.

Meeting came to a close at 3:30 p.m.

Agreement made this 17th day of July, 1979, by and between the Oneida Tribe of Indians of Wisconsin, Inc. of the Oneida Indian Reservation, hereinafter referred to as ONEIDA and Krupsak, Wass de Czege, Sinzheimer and Hoelter, a partnership with principal offices located at Buffalo, New York, hereinafter referred to as PARTNERSHIP.

WHEREAS, PARTNERSHIP is a professional public/private development, economic development advisor, performing all services related thereof; and

WHEREAS, ONEIDA is desirous of hiring the services of PARTNERSHIP and PARTNERSHIP is desirous of having its services employed by ONEIDA.

NOW, therefore, ONEIDA hereby hires PARTNERSHIP and PARTNERSHIP hereby accepts the employment of its services on the following terms and conditions:

I. Services to be Performed, Development:

A.) The PARTNERSHIP shall be the sole outside U.S. Postal Service Project Developer for placement on a specified site within a tract of reservation lands held by ONEIDA for a minimum period of one year. This tract is:

I.) The approximate 31-acre site known as the Oneida Industrial Park located within the City of Green Bay, adjacent to the Packerland Industrial Park.

II. Payment for Services:

A.) Payment for services shall be based on the size of the project packaged and completed.

B.) No payment for services shall be paid to PARTNERSHIP from Oneida Tribal funds.

C.) Payment for services shall be payable only upon the execution of a lease agreement between ONEIDA and the U.S. Postal Service and when funds have accrued to ONEIDA for construction of the Postal facility.


D.) The fee payable to PARTNERSHIP shall be one (1) percent of the final cost of the project packaged and completed and shall be paid from the project financing.

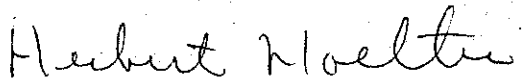
III. Contract Terms

A.) ONEIDA AND PARTNERSHIP agree the PARTNERSHIP shall be the sole outside agent for the U.S. Postal Service project on the Oneida Reservation for the specified site.

- B.) ONEIDA and PARTNERSHIP agree that project financing shall include brick and mortar cost of construction, architectural/engineering cost, site preparation cost, landscaping cost, payment for services to PARTNERSHIP, and all other related expenses for construction of the facility.
- C.) ONEIDA and PARTNERSHIP agree that no fee shall be payable to PARTNERSHIP from the project financing until a lease has been executed between ONEIDA and the U.S. Postal Service and funds have accrued to ONEIDA for construction.
- D.) All contract disputes in this contract shall be resolved in the Federal District Court for the Eastern District of Wisconsin.
- E.) This agreement represents the entire agreement between the parties and supersedes all prior agreements or representations, either written or oral.

IN WITNESS THEREOF,

BY   
ONEIDA TRIBE OF INDIANS OF WISCONSIN, INC.

BY   
KRUPSAK, WASS DE CZEGE AND ASSOCIATES.