Oneida Tribe of Indians of Wisconsin

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

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 possble.

BC Meeting Materials <u>September 9, 2015</u>

Open Session

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the following 491 pages are the Open Session meeting materials presented at a meeting duly called, noticed and held on the 9th day of SEPTEMBER, 2015.

Lisa Summers, Tribal Secretary
Oneida Business Committee

Oneida Business Committee

Executive Session
9:00 a.m. Tuesday, September 8, 2015
Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting
9:00 a.m. Wednesday, September 9, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

To get a copy of the agenda, go to: http://oneida-nsn.gov/

I. CALL TO ORDER AND ROLL CALL

II. OPENING

III. ADOPT THE AGENDA

IV. OATHS OF OFFICE

A. Oneida Land Claims Commission and Oneida Land Commission – Jay Rasmussen

B. Oneida Arts Board – Patricia Moore

V. MINUTES

A. Approve August 26, 2015 regular meeting minutes

VI. RESOLUTIONS

A. Adopt resolution titled Oneida Nation Gaming Ordinance Amendments
Sponsor: Brandon Stevens, Councilman

B. Adopt resolution titled Designating Representatives for the Wisconsin Tribal Conservation Advisory Council (WTCAC)
Sponsor: Tehassi Hill, Councilman

VII. APPOINTMENTS

A. Appoint John Brueninger to the Oneida Nation Veterans Affairs Committee
Sponsor: Tina Danforth, Tribal Chairwoman

VIII. STANDING COMMITTEES

A. Legislative Operating Committee
Sponsor: Councilman Brandon Stevens, Chair

1. Accept Legislative Operating Committee meeting minutes of August 19, 2015

B. Finance Committee
Sponsor: Treasurer Trish King, Chair

1. Approve Finance Committee meeting minutes of August 31, 2015

C. Community Development Planning Committee *(No Requested Action)*

D. Quality of Life
Sponsor: Councilwoman Fawn Billie, Chair

1. Accept Quality of Life meeting minutes of June 11, 2015

IX. GENERAL TRIBAL COUNCIL

A. Petitioner Madelyn Genskow: Special GTC meeting to address six resolutions
1) Completed Scheduling General Tribal Council Meetings
2) Fee to Trust Process
3) In Progress Elder Services Means Testing
4) In Research Record Subcommittee Meetings
5) Governmental Services Chain of Command
6) Unclaimed Per Capita Payments
Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM AUGUST 26,2015: ***(1)*** *Motion by Brandon Stevens to accept the legal analyses for resolution 3) In Progress Elder Services Means Testing, resolution 4) In Research Record Subcommittee Meetings, and resolution 6) Unclaimed Per Capita Payments, seconded by Lisa Summers. Motion carried unanimously.* ***(2)*** *Motion by Lisa Summers to defer the legal analysis for resolution 5) Governmental Services Chain of Command to be completed by the next September 9, 2015 Business Committee meeting and to defer the financial analyses for resolution 3) In Progress Elder Services Means Testing, resolution 4) In Research Record Subcommittee Meetings, and resolution 6) Unclaimed Per Capita Payments to the September 23, 2015 Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.*
EXCERPT FROM JULY 8, 2015: Motion by David Jordan to defer the remaining legal and financial analyses to the second regular Business Committee meeting in August 2015, seconded by Brandon Stevens. Motion carried unanimously.
EXCERPT FROM JUNE 24, 2015: Motion by David Jordan to accept the legal analysis for resolution 1 of the petition, regarding GTC meetings, and note that the remaining analyses are due back at the July 8, 2015 regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.
EXCERPT FROM MAY 13, 2015: Motion by David Jordan to accept the legal analysis for resolution 2 of the petition, regarding Fee to Trust, seconded by Trish King. Motion carried unanimously.
EXCERPT FROM APRIL 22, 2015: Motion by Motion by Lisa Summers to accept the legislative analyses for Resolutions 1-6 and provide an additional 60 days for the Law and Finance offices to complete their portions of the analyses, seconded by Jennifer Webster. Motion carried unanimously.
EXCERPT FROM FEBRUARY 25, 2015: ***(1)*** *Motion by Tehassi Hill to accept the verified petitions from Petitioner Madelyn Genskow: Request Special GTC meeting to address 6 resolutions seconded by Jennifer Webster. Motion carried unanimously.* ***(2)*** *Motion by Tehassi Hill to send the verified petitions to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial,*

legislative, and administrative analyses to be completed, seconded by Fawn Billie. Motion carried unanimously. ***(3)*** *Motion by Jennifer Webster to direct Law Office, Finance, and Legislative Reference Offices to submit the analyses to the Secretary's office within 60 days and that a progress report be submitted in 45 days, seconded by Lisa Summers. Motion carried unanimously.* ***(4)*** *Motion by Lisa Summers to direct our Direct Report offices to submit appropriate administrative analyses to the Secretary's office within 30 days, seconded by Fawn Billie. Motion carried unanimously.*

B. Petitioner Madelyn Genskow: Special GTC meeting to address three resolutions

1) Oneida Business Committee Accountability
2) Repeal Judiciary Law
3) Open Records and Open Meetings Law

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM JUNE 24, 2015: Motion by David Jordan to accept the legislative analyses for resolutions 1-3 of the petition and to provide an additional 60 days for the Law and Finance Offices to submit the appropriate analyses, seconded by Tehassi Hill. Motion carried unanimously.
EXCERPT FROM JUNE 10, 2015: Motion by Tehassi Hill to accept the status report from the LOC as information, seconded by Jennifer Webster. Motion carried unanimously.
EXCERPT FROM APRIL 8, 2015: Motion by Jennifer Webster to accept the verified petition submitted by Madelyn Genskow; to send the verified petition to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance, and Legislative Reference offices to submit the analyses to the Tribal Secretary's office within 60 days, and that a progress report is submitted in 45 days; to direct the Direct Report offices to submit the appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Lisa Summers.

C. Petitioner Frank Cornelius: Special GTC meeting to address four resolutions

1) Audit of Oneida Seven Generations Corporation
2) Oneida Seven Generations Corporation Return Money to Tribe
3) Freedom of the Press, Tax OBC for failure to dissolve Oneida Seven Generations Corporation
4) Tax Oneida Business Committee for Failure to Dissolve Oneida Seven Generations Corporation

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM AUGUST 26, 2015: Motion by David Jordan to accept the legislative analyses for resolution 1) Audit of Oneida Seven Generations Corporation, resolution 2) Oneida Seven Generations Corporation Return Money to Tribe, resolution 3) Freedom of the Press, resolution 4) Tax Oneida Business Committee for Failure to Dissolve Oneida Seven Generations Corporation, seconded by Jennifer Webster. Motion carried unanimously.
EXCERPT FROM AUGUST 17, 2015: ***(1)*** *Motion by Lisa Summers to take this item from the table, seconded by David Jordan. Motion carried unanimously.* ***(2)*** *Motion by Jennifer Webster to forward the four resolutions to the Legislative, Law, Finance offices for the appropriate analyses and for those analyses to be due at the September 9, 2015 regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously.* ***(3)*** *Motion by Lisa Summers to request the Law Office provide a legal opinion about what occurs when a petition is submitted which does not have all the appropriate documentation that would go with the petition, seconded by Tehassi Hill. Motion carried with one abstention.*
EXCERPT FROM AUGUST 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.
EXCERPT FROM JULY 22, 2015: Motion by Brandon Stevens to table this item to next regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.
EXCERPT FROM JULY 8, 2015: Motion by Tehassi Hill to accept the update as information and defer this item to the July 22, 2015, regular Business Committee meeting as agreed upon by the Business Committee members and the petitioner, seconded by David Jordan. Motion carried unanimously.

<u>EXCERPT FROM JUNE 24, 2015:</u> Motion by Fawn Billie to defer this item to the next regular Business Committee meeting and direct the Secretary to work with the petitioner to find a solution to the concerns, seconded by Tehassi Hill. Motion carried unanimously.
<u>EXCERPT FROM MAY 27, 2015:</u> Motion by David Jordan to direct the Secretary to reach out to Petitioner Frank Cornelius to request the four resolutions mentioned in the petition be submitted in 30 days, seconded by Lisa Summers. Motion carried unanimously.
*<u>EXCERPT FROM MAY 13, 2015:</u> **(1)** Motion by Trish King to acknowledge receipt of the petition submitted by Frank Cornelius, seconded by Fawn Billie. Motion carried unanimously. **(2)** Motion by Trish King to send the verified petition to the Law, Finance, Legislative Reference and Direct Report Offices for legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance and Legislative Offices to submit the analyses to the Secretary within 60 days and a that a progress report is submitted in 45 days, seconded by David Jordan. Motion carried unanimously. **(3)** Motion by David Jordan to direct the Direct Report Offices to submit the appropriate administrative analyses to the Secretary within 30 days, seconded by Trish King. Motion carried unanimously.*

D. Petitioner John E. Powless Jr: Per capita payments
Sponsor: Lisa Summers, Tribal Secretary

<u>EXCERPT FROM AUGUST 17, 2015:</u> Motion by David Jordan to accept the legislative analysis for the regarding per capita payments submitted by petitioner John E. Powless Jr., seconded by Trish King. Motion carried unanimously.
<u>EXCERPT FROM AUGUST 12, 2015:</u> Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.
<u>EXCERPT FROM JUNE 24, 2015:</u> Motion by David Jordan to acknowledge receipt of the verified petition submitted by John E. Powless, Jr.; to send the verified petition to the Law, Finance, Legislative Reference and Direct Report Offices for the legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance and Legislative Reference Offices to submit the analyses to the Tribal Secretary's office within 60 days, and that a progress report be submitted in 45 days; and to direct the Direct Report Offices to submit the appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Tehassi Hill. Motion carried unanimously.

X. UNFINISHED BUSINESS

A. Accept Legislative Operating Committee update on Tribal Hearing Bodies/Administrative Court
Sponsor: Brandon Stevens, Councilman

*<u>EXCERPT FROM AUGUST 12, 2015:</u> **(1)** Motion by Jennifer Webster to accept the action plan for the Tribal Hearing Bodies/Administrative Court and to direct the Oneida Child Protective Board, the Oneida Election Board, the Oneida Environmental Resource Board, the Oneida Land Commission, the Oneida Personnel Commission, the Oneida License Commission and the Oneida Trust/Enrollment Committee to retrieve their financial expenses for the last three (3) years (including, but not limited to, the amount of stipends received, training costs and other expenses) and turn the information over to OBC to help in evaluating which entities should retain their hearing body authority, seconded by David Jordan. Motion carried unanimously. **(2)** Amendment to the main motion by Lisa Summers that the information be provided by Friday, September 4, 2015, seconded by Fawn Billie. Motion carried unanimously.*

XI. TABLED BUSINESS *(No Requested Action)*

XII. NEW BUSINESS

A. Approve Limited Waiver of Sovereign Immunity – LexisNexis – Time Matters Maintenance contract # 2015-0837
Sponsor: Jo Anne House, Chief Counsel

B. Approve Oneida Personnel Commission one (1) vacancy post and for the term to be carried out until July 27, 2016
Sponsor: Lisa Summers, Tribal Secretary

C. Approve Anna John Resident Centered Care Community Board one (1) vacancy post and for the term to be carried out until November 12, 2017
Sponsor: Lisa Summers, Tribal Secretary

D. Approve Limited Waiver of Sovereign Immunity – EFI PrintSmith contract # 2015-0823
Sponsor: Joanie Buckley, Division Director/Internal Services

E. Approve Limited Waiver of Sovereign Immunity – Solar Deployment on Tribal Facilities Project contract # 2015-0692
Sponsor: Tehassi Hill, Councilman

F. Approve authorization to utilize information from the Governmental Services Division-Transit in regards to Master's program Capstone project titled "The Oneida Nation of WI Transit System: Effect of change from a Demand-Response/Dial-a-Ride service to a Point Deviation Service"
Sponsor: Jo Anne House, Chief Counsel

G. Enter E-poll results into the record for approval of amended FY '16 Budget meeting packet which includes corporate audits
Sponsor: Lisa Summers, Tribal Secretary

H. Request Governmental Services Division Director bring forward Standard Operating Procedures for Southeastern Oneida Tribal Services at the October 14, 2015 Business Committee meeting
Sponsor: Tina Danforth, Tribal Chairwoman

XIII. TRAVEL

A. <u>Travel Reports</u>

1. **Councilman Tehassi Hill – Meijer Ladies Professional Golf Association event – Belmont, MI – July 20-23, 2015**

B. <u>Travel Requests</u>

1. **Councilman Tehassi Hill – National Tribal Energy Summit – Washington, DC – September 23-24, 2015**
2. **Secretary Lisa Summers and Councilwoman Fawn Billie – Inter-tribal Criminal Justice Organizational meeting – Lac du Flambeau, WI – October 5-6, 2015**
3. **Vice-Chairwoman Melinda J. Danforth – ACF Litigation – Chicago, IL – September 30, 2015**

XIV. REPORTS *(This section of the agenda is scheduled at 1:30 p.m.)*

A. Operational Reports

1. **Accept Organizational Development Specialist FY '15 3rd quarter report** – Melanie Burkhart, Organizational Development Specialist

2. **Accept Self-Governance FY '15 3rd quarter report –** Chis Johns, Self-Governance Coordinator

3. **Accept Internal Services FY '15 3rd quarter report –** Joanie Buckley, Division Director/Internal Services

4. **Accept Emergency Management FY '15 1st quarter report –** Kaylynn Gresham, Director/Emergency Management

5. **Accept Emergency Management FY '15 2nd quarter report** – Kaylynn Gresham, Director/Emergency Management

6. **Accept Emergency Management FY '15 3rd quarter report** – Kaylynn Gresham, Director/Emergency Management

B. Corporate Reports

1. **Accept Bay Bancorporation Inc. FY '15 3rd quarter report** – Jeff Bowman, President
   Liaison: Tina Danforth, Tribal Chairwoman

2. **Accept Oneida Seven Generations Corporation FY '15 3rd quarter report** – Pete King, Agent
   Liaison: Tina Danforth, Tribal Chairwoman

3. **Accept Oneida Golf Enterprise FY '15 3rd quarter report** – Janice Skenandore Hirth, Agent
   Liaison: Trish King, Tribal Treasurer

4. **Accept Oneida Airport Hotel Corporation FY '15 3rd quarter report** – Janice Skenandore Hirth, President
   Liaison: Trish King, Tribal Treasurer

5. **Accept Oneida Total Integrated Enterprise FY '15 3rd quarter report** – Butch Rentmeester, Chair
   Liaison: Tehassi Hill, Councilman

6. **Accept Oneida Engineering Science & Construction Group, LLC FY '15 3rd quarter report** – Jacquelyn Zalim, Board Chair
   Liaison: Tehassi Hill, Councilman

C. Boards, Committees, and Commissions

1. **Accept Environmental Resource Board's revisions/additions to Prohibitions under Public Use of Tribal Lands Law**
   Liaison: Tehassi Hill, Councilman

XV. EXECUTIVE SESSION

A. Reports

1. **Accept Bay Bancorporation Inc. FY '15 3rd quarter report** – Jeff Bowman, President
   Liaison: Tina Danforth, Tribal Chairwoman

2. **Accept Oneida Seven Generations Corporation FY '15 3rd quarter report** – Pete King, Agent
   Liaison: Tina Danforth, Tribal Chairwoman

3. **Accept Oneida Golf Enterprise FY '15 3rd quarter report** – Janice Skenandore Hirth, Agent
   Liaison: Trish King, Tribal Treasurer

4. **Accept Oneida Airport Hotel Corporation FY '15 3rd quarter report** – Janice Skenandore Hirth, President
   Liaison: Trish King, Tribal Treasurer

5. **Accept Oneida Total Integrated Enterprise FY '15 3rd quarter report** – Butch Rentmeester, Chair
   Liaison: Tehassi Hill, Councilman

6. **Accept Oneida Engineering Science & Construction Group, LLC FY '15 3rd quarter report** – Jacquelyn Zalim, Board Chair
   Liaison: Tehassi Hill, Councilman

7. **Chief Counsel Report –** Jo Anne House, Chief Counsel

8. **Intergovernmental Affairs & Communication Report** – Nathan King, Intergovernmental Affairs & Communications Director ***(This item is scheduled at 1:30 p.m. on September 8, 2015)***

B. Standing Items

1. **Land Claims Strategy** ***(No updates)***
   Sponsor: Nathan King, Intergovernmental Affairs & Communications Director

2. **Goldwater suit – Indian Child Welfare case** ***(No updates)***
   Sponsor: Nathan King, Intergovernmental Affairs & Communications Director

3. **Stadium Tax Update**
   Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

C. Audit Committee

D. Unfinished Business

1. **Review complaint # 2015-CC-07**
   Sponsor: Lisa Summers, Tribal Secretary

   EXCERPT FROM AUGUST 26, 2015: Motion by Lisa Summers to defer complaint dated August 3, 2015 to the September 9, 2015 Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

2. **Review concern # 2015-CC-08**
   Sponsor: Lisa Summers, Tribal Secretary

   EXCERPT FROM AUGUST 26, 2015: Motion by Lisa Summers to defer concern dated August 18, 2015 to the September 9, 2015 Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

E. Tabled Business

F. New Business

1. **Approve 62 new enrollments**
   Sponsor: Brandon Stevens, Councilman

2. **Approve Limited Waiver of Sovereign Immunity – LocatePlus.com contract # 2015-0622**
   Sponsor: Louise Cornelius, Gaming General Manager

3. **Approve First Amendment to contract # 2015-0831** ***(This item is scheduled at 9:30 a.m. on September 8, 2015)***
   Sponsor: Tina Danforth, Tribal Chairwoman

4. **Review complaint # 2015-CC-09**
   Sponsor: Lisa Summers, Tribal Secretary

5. **Approve update and memo regarding complaint # 2015-CC-06**
   Sponsor: Lisa Summers, Tribal Secretary

6. **Review Print Shop – Mail Center Operational plan**
   Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

7. **Assign OBC Members to investigate complaint # 2015-DR13-01**
   Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

8. **Accept Judiciary interpretation of case #14-AC-013**
   Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

XVI. ADJOURN

Posted on the Tribe's official website, www.oneida-nsn.gov, at 3:00 p.m. Friday, September 4, 2015, pursuant to the Open Records and Open Meetings Law, section 7.17-1. For additional information, please call the Business Committee Support Office at (920) 869-4364.

The meeting packet of the open session materials for this meeting is available to Tribal members by going to the Members-Only section of the Tribe's official website at: www.oneida-nsn.gov/MembersOnly

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

Oneida Business Committee Agenda Request

IV.A. Oneida Land Claims Commission and Oneida Land Commission – Jay Rasmussen

1. Meeting Date Requested: 09 / 09 / 15

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:

Administer Oath of Office to Jay Rasmussen to the Oneida Land Claims Commission and Oneida Land Commission. He was elected at the July 11, 2015 elections.

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, Tribal Secretary

Primary Requestor: Kathleen M. Metoxen, Executive Tribal Clerk
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The elections were held on July 11, 2015. There was a recount request on July 13, 2015, the recount was done on July 14, 2015 with the results staying the same. The results of the election were accepted and approved on the August 17, 2015 Special BC meeting. The following people:

Oneida Land Commission:
Amelia Cornelius
Racquel Hill
Jay Rasmussen

Oneida Land Claims Commission:
Jay Rasmussen

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

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

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

Oneida Business Committee Agenda Request

IV.B. Oneida Arts Board – Patricia Moore

1. Meeting Date Requested: 09 / 09 / 15

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:

Administer Oath of Office to Patricia Moore to the Oneida Arts 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, Tribal Secretary

Primary Requestor: Kathleen M. Metoxen, Executive Tribal Clerk
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The posting was in the June 4, 2015 issue of the Kalihwisaks for one (1) vacancy on the Oneida Arts Board for a three (3) year term with the deadline of July 2, 2015. There was one (1) applicant for the one (1) vacancy on the Oneida Arts Board. The appointment was made on the July 22, 2015 BC Agenda. She couldn't make it the last to BC meetings in August.

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

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

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

Oneida Business Committee Agenda Request

V.A. Approve August 26, 2015 regular meeting minutes

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: Minutes

☐ Accept as Information only

☒ Action - please describe:

Approve August 26, 2015 regular meeting minutes

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1. August 26, 2015 regular meeting minutes
2.
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Lisa Summers, Tribal Secretary

Primary Requestor: Heather Heuer, Information Management Specialist/BC Support Staff
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee

Executive Session
2:20 p.m. Thursday, August 27, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting
9:00 a.m. Wednesday, August 26, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes – DRAFT

EXECUTIVE SESSION
Present: Chairwoman Tina Danforth, Treasurer Trish King, Secretary Lisa Summers, Council members: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster;
Not Present: Vice-Chairwoman Melinda J. Danforth;
Arrived at: ;
Others present: ;

REGULAR MEETING
Present: Treasurer Trish King, Secretary Lisa Summers, Council members: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster;
Not Present: Vice-Chairwoman Melinda J. Danforth;
Arrived at: Councilman Brandon Stevens arrives at 9:06 a.m**.,** Chairwoman Tina Danforth arrives at 9:07 a.m.;
Others present: Jo Anne House, Chris Johnson, Mike Debraska, Madelyn Genskow, Danelle Wilson, Jessica Wallenfang, MaryAnn Kruckeberg, Patricia Lassila, Lois Powless, Sunshine Wheelock, Debra Powless, Todd Hill, Racquel Hill, Geraldine Danforth, Bev Summers, Louann Green, Carol Elm, Amelia Cornelius, Nancy Barton, Mike Troge, Melinda K. Danforth, Carole Liggins, Sue Johnson, Reynold Danforth, Tracy Metoxen, Debra Danforth, Sandra Schuyler, Frank Cornelius, Fred Muscavitch, Vicki Cornelius, Mary Graves, Larry Barton, Chad Wilson, Cathy Metoxen, Fawn Cottrell, Ed Delgado, Doug McIntyre, Taniquelle Thurner, Bill Graham, Brad Graham, Troy Parr, James Wildenberg, Rhiannon Metoxen, Paul Witek, Heather Heuer, Lisa Liggins, Gene Schubert, Tom Danforth, Pat Pelky, Don White, Marsha Danforth, Matt W. Denny, Leanne Doxtator, Melissa Nuthals, Jeff Witte, Michele Doxtator, Nicolas Reynolds, Nate King;

For the record: Chairwoman Tina Danforth stated Vice Chairwoman Melinda J. Danforth is out on funeral time/person time. She will be out for the rest of the week. Again, thank you for your patience this morning. At 1:30 p.m., there is a storm water litigation hearing in Green Bay and I will also need to be excused at 1:30 p.m. for a doctor appointment. So, we will recess probably from 1:30-3:30 p.m. So, if any committee members are interested you can attend that 1:30 p.m. hearing in Green Bay.

I. Call to Order and Roll Call by Chairwoman Tina Danforth at 9:09 a.m.

II. Opening by Councilman Tehassi Hill

III. Adopt the agenda

Motion by Trish King to adopt the agenda with one deletion (VI.B. resolution titled No Trade Back for Cash for Fiscal Year 2016), one addition (XV.F.03. Approve limited waiver of sovereign immunity for Service Stations Computer Systems, Inc. contract # 2015-0844), and to go into Executive Session at 11:45 a.m. to address item XV.F.03. Approve limited waiver of sovereign immunity for Service Stations Computer Systems, Inc. contract # 2015-0844, seconded by David Jordan. Motion carried with one opposed:

Ayes:	Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Opposed:	Lisa Summers
Not Present:	Melinda J. Danforth
For the record:	Lisa Summers stated my first comment for the record is that I just generally oppose additions to the agenda regardless of the nature of them. So, just making it sure it is known that I am sticking to my no additions position for the Business Committee agenda, even though I do understand the nature of the request and it's important. My second for the record comment is in regards to my intent around today's Business Committee meeting. For the past several Business Committee meetings, there have been individuals in attendance who have chosen to go beyond a reasonable approach to presenting questions or concerns about issues to the government; these individuals have chosen a disposition that creates an unwelcome atmosphere of discord. My intent at today's Business Committee meeting and each meeting forward for the remainder of my term is to ensure there is a safe meeting environment for all staff and participants of the government's meetings. I am 1 of 9 persons at this table who has this responsibility. Therefore, I am making it known up front that I will not tolerate any further deliberate behaviors which purposefully undermine the Good Mind principles or the established principles we as a Business Committee committed to uphold throughout our term; for those who do not know what they are, they are located here on the wall to my left.

IV. Oaths of Office administered by Secretary Lisa Summers

A. Oneida Land Commission – Amelia Cornelius, Racquel Hill , and Jay Rasmussen ***(Jay Rasmussen not present)***

B. Oneida Land Claims – Jay Rasmussen ***(Not present)***

C. Oneida Nation Commission on Aging – Carol Elm, Lois Powless, and Patricia Lassila

D. Oneida Election Board – Racquel Hill, Vicki Cornelius, and Sunshine Wheelock

E. Oneida Gaming Commission – Reynold Danforth

F. Oneida Trust/Enrollment Committee – Debra Powless, Carole Liggins, and Tracy Metoxen

G. Oneida School Board-At-Large – Fred Muscavitch and Melinda K. Danforth

H. Oneida School Board-Parent – Todd Hill and Debra Danforth

V. Minutes

A. Approve August 12, 2015 regular meeting minutes

Motion by Lisa Summers to approve minutes from the August 12, 2015 regular meeting, seconded by Trish King. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

B. Approve August 17, 2015 special meeting minutes

Motion by Lisa Summers to approve minutes from the August 17, 2015 regular meeting, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Abstained: Fawn Billie
Not Present: Melinda J. Danforth

VI. Resolutions

A. Adopt resolution titled Special Diabetes Program for Indians (SDPI) for CY2016 and beyond through CY2020

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Lisa Summers to adopt resolution 08-26-15-A Special Diabetes Program for Indians (SDPI) for CY2016 and beyond through CY2020 with the following corrections; replace “Oneida Nation” with “Oneida Tribe of Indians of Wisconsin”, twice in the fourth ‘Whereas’, and once in the final resolve, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

~~B. Adopt resolution titled No Trade Back for Cash for Fiscal Year 2016~~

~~Sponsor: Trish King, Tribal Treasurer~~

Item deleted upon adoption of the agenda.

Secretary Lisa Summers departs at 10:06 a.m.
Secretary Lisa Summers returns at 10:11 a.m.
Treasurer Trish King departs at 10:24 a.m.
Treasurer Trish King returns at 10:27 a.m.
Councilman David Jordan departs at 10:42 a.m.

C. Adopt resolution titled Amending Resolution 09-29-14-A Supporting the Application for a U.S. Department of Energy Grant: Deployment of Clean Energy Efficiency Projects on Indian Lands Funding Opportunity Announcement #: DE-FOA-0001021

Sponsor: Tehassi Hill, Councilman

Motion by Tehassi Hill to adopt resolution 08-26-15-B Amending Resolution 09-29-14-A Supporting the Application for a U.S. Department of Energy Grant: Deployment of Clean Energy Efficiency Projects on Indian Lands Funding Opportunity Announcement #: DE-FOA-0001021, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth, David Jordan

Councilman Tehassi Hill departs at 10:46 a.m.
Councilman Tehassi Hill returns at 10:53 p.m.
Councilman David Jordan returns at 10:55 a.m.

D. Adopt resolution titled Administrative Procedures Act Amendments Emergency Adoption Extension
Sponsor: Brandon Stevens, Councilman

Motion by Brandon Stevens to adopt resolution 08-26-15-C Administrative Procedures Act Amendments Emergency Adoption Extension, seconded by Jennifer Webster. Motion carried unanimously:
Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

VII. Appointments *(No Requested Action)*

VIII. Standing Committees

A. <u>Legislative Operating Committee</u>
Sponsor: Councilman Brandon Stevens, Chair

1. Accept Legislative Operating Committee meeting minutes of August 5, 2015

Motion by Trish King to accept Legislative Operating Committee meeting minutes of August 5, 2015, seconded by Fawn Billie. Motion carried unanimously:
Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

B. <u>Finance Committee</u>
Sponsor: Treasurer Trish King, Chair

1. Approve Finance Committee meeting minutes of August 21, 2015

Motion by David Jordan to approve Finance Committee meeting minutes of August 21, 2015, seconded by Trish King. Motion carried unanimously:
Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

Councilwoman Jennifer Webster departs at 11:06 a.m.
Councilman Tehassi Hill departs at 11:06 a.m.
Councilwoman Jennifer Webster returns at 11:09 a.m.
Councilman Brandon Stevens departs at 11:09 a.m.
Councilman Brandon Stevens returns at 11:19 a.m.
Councilman Tehassi Hill returns at 11:26 a.m.
Secretary Lisa Summers departs at 11:53 a.m.

C. <u>Community Development Planning Committee</u> ***(This item is scheduled at 11:00 a.m.)***
Sponsor: Vice-Chairwoman Melinda J. Danforth, Chair

1. Receive Economic Development presentation and dialogue about recommendations

Motion by Trish King to accept the presentation regarding the economic component of the Community Development Planning Committee initiative and to defer the item to a Business Committee work meeting to set the next steps for community input meetings, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers
For the record: Chairwoman Tina Danforth stated I really feel that the Community Development Planning Committee plan needs to have more community efforts than it does economic development efforts.

Motion by Tehassi Hill to go into Executive Session to address add-on item XV.F.03. Approve limited waiver of sovereign immunity for Service Stations Computer Systems, Inc. contract # 2015-0844 at 12:13 p.m., seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

Secretary Lisa Summers returns at 12:14 p.m.

Motion by Lisa Summers to come out of Executive Session at 12:27 p.m., seconded by Trish King. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

Motion by Lisa Summers to recess at 12:30 p.m. and reconvene at 3:30 p.m., seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

Called to order by Chairwoman Tina Danforth at 3:34 p.m.

D. <u>Quality of Life</u> ***(No Requested Action)***

IX. General Tribal Council

A. Petitioner Madelyn Genskow: Special GTC meeting to address six resolutions
1) Completed Scheduling General Tribal Council Meetings
2) Fee to Trust Process
3) In Progress Elder Services Means Testing
4) In Research Record Subcommittee Meetings
5) Governmental Services Chain of Command
6) Unclaimed Per Capita Payments
Sponsor: Lisa Summers, Tribal Secretary

<u>Excerpt from July 8, 2015:</u> Motion by David Jordan to defer the remaining legal and financial analyses to the second regular Business Committee meeting in August 2015, seconded by Brandon Stevens. Motion carried unanimously.
<u>Excerpt from June 24, 2015:</u> Motion by David Jordan to accept the legal analysis for resolution 1 of the petition, regarding GTC meetings, and note that the remaining analyses are due back at the July 8, 2015 regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.
<u>Excerpt from May 13, 2015:</u> Motion by David Jordan to accept the legal analysis for resolution 2 of the petition, regarding Fee to Trust, seconded by Trish King. Motion carried unanimously.
<u>Excerpt from April 22, 2015:</u> Motion by Motion by Lisa Summers to accept the legislative analyses for Resolutions 1-6 and provide an additional 60 days for the Law and Finance offices to complete their portions of the analyses, seconded by Jennifer Webster. Motion carried unanimously.
*<u>Excerpt from February 25, 2015:</u> **(1)** Motion by Tehassi Hill to accept the verified petitions from Petitioner Madelyn Genskow: Request Special GTC meeting to address 6 resolutions seconded by Jennifer Webster. Motion carried unanimously. **(2)** Motion by Tehassi Hill to send the verified petitions to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial, legislative, and administrative analyses to be completed, seconded by Fawn Billie. Motion carried unanimously. **(3)** Motion by Jennifer Webster to direct Law Office, Finance, and Legislative Reference Offices to submit the analyses to the Secretary's office within 60 days and that a progress report be submitted in 45 days, seconded by Lisa Summers. Motion carried unanimously. **(4)** Motion by Lisa Summers to direct our Direct Report offices to submit appropriate administrative analyses to the Secretary's office within 30 days, seconded by Fawn Billie. Motion carried unanimously.*

Motion by Brandon Stevens to accept the legal analyses for resolution 3) In Progress Elder Services Means Testing, resolution 4) In Research Record Subcommittee Meetings, and resolution 6) Unclaimed Per Capita Payments, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

Motion by Lisa Summers to defer the legal analysis for resolution 5) Governmental Services Chain of Command to be completed by the September 9, 2015 Business Committee meeting and to defer the financial to the September 23, 2015 Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

B. Petitioner Frank Cornelius: Special GTC meeting to address four resolutions
1) Audit of Oneida Seven Generations Corporation
2) Oneida Seven Generations Corporation Return Money to Tribe
3) Freedom of the Press
4) Tax Oneida Business Committee for Failure to Dissolve Oneida Seven Generations Corporation

Sponsor: Lisa Summers, Tribal Secretary

*<u>Excerpt from August 17, 2015:</u> **(1)** Motion by Lisa Summers to take this item from the table, seconded by David Jordan. Motion carried unanimously. **(2)** Motion by Jennifer Webster to forward the four resolutions to the Legislative, Law, Finance offices for the appropriate analyses and for those analyses to be due at the September 9, 2015 regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously. **(3)** Motion by Lisa Summers to request the Law Office provide a legal opinion about what occurs when a petition is submitted which does not have all the appropriate documentation that would go with the petition, seconded by Tehassi*

Hill. Motion carried with one abstention.
Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.
Excerpt from July 22, 2015: Motion by Brandon Stevens to table this item to next regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.
Excerpt from July 8, 2015: Motion by Tehassi Hill to accept the update as information and defer this item to the July 22, 2015, regular Business Committee meeting as agreed upon by the Business Committee members and the petitioner, seconded by David Jordan. Motion carried unanimously.
Excerpt from June 24, 2015: Motion by Fawn Billie to defer this item to the next regular Business Committee meeting and direct the Secretary to work with the petitioner to find a solution to the concerns, seconded by Tehassi Hill. Motion carried unanimously.
Excerpt from May 27, 2015: Motion by David Jordan to direct the Secretary to reach out to Petitioner Frank Cornelius to request the four resolutions mentioned in the petition be submitted in 30 days, seconded by Lisa Summers. Motion carried unanimously.
*Excerpt from May 13, 2015: **(1)** Motion by Trish King to acknowledge receipt of the petition submitted by Frank Cornelius, seconded by Fawn Billie. Motion carried unanimously. **(2)** Motion by Trish King to send the verified petition to the Law, Finance, Legislative Reference and Direct Report Offices for legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance and Legislative Offices to submit the analyses to the Secretary within 60 days and a that a progress report is submitted in 45 days, seconded by David Jordan. Motion carried unanimously. **(3)** Motion by David Jordan to direct the Direct Report Offices to submit the appropriate administrative analyses to the Secretary within 30 days, seconded by Trish King. Motion carried unanimously.*

Motion by David Jordan to accept the legislative analyses for resolution 1) Audit of Oneida Seven Generations Corporation, resolution 2) Oneida Seven Generations Corporation Return Money to Tribe, resolution 3) Freedom of the Press, resolution 4) Tax Oneida Business Committee for Failure to Dissolve Oneida Seven Generations Corporation, seconded by Jennifer Webster. Motion carried unanimously:

Ayes:	Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present:	Melinda J. Danforth

X. Unfinished Business *(No Requested Action*

XI. Tabled Business *(No Requested Action)*

Secretary Lisa Summers departs at 4:28 p.m.
Treasurer Trish King departs at 4:29 p.m.
Treasurer Trish King returns at 4:31 p.m.

XII. New Business

A. Accept Oneida Health Center No Show policy as information

Sponsor: Debra Danforth, Division Director/Comprehensive Health

Motion by Jennifer Webster to accept Oneida Health Center No Show policy as FYI, seconded by Brandon Stevens. Motion carried unanimously:

Ayes:	Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present:	Melinda J. Danforth, Lisa Summers

Secretary Lisa Summers returns at 4:33 p.m.
Councilwoman Jennifer Webster excused at 4:34 p.m.

B. Approve the Oneida Golf Enterprise Remodel-Phase II CIP # 14-014 and activate $235,000
Sponsor: Troy Parr, Asst. Development Division Director/Development

Motion by Tehassi Hill to approve the Oneida Golf Enterprise Remodel-Phase II CIP # 14-014 and activate $235,000, seconded by David Jordan. Motion carried unanimously:
Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers
Not Present: Melinda J. Danforth, Jennifer Webster

C. Approve limited waiver of sovereign immunity for Dentemax contract # 2014-0880
Sponsor: Debra Danforth, Division Director/Comprehensive Health

Motion by David Jordan to approve limited waiver of sovereign immunity for Dentemax contract # 2014-0880, seconded by Tehassi Hill. Motion carried unanimously:
Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers
Not Present: Melinda J. Danforth, Jennifer Webster

D. Approve limited waiver of sovereign immunity for Faronic Technologies USA contract # 2015-0779
Sponsor: Fawn Billie, Councilwoman

Motion by David Jordan to approve limited waiver of sovereign immunity for Faronic Technologies USA contract # 2015-0779, seconded by Fawn Billie. Motion carried unanimously:
Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers
Not Present: Melinda J. Danforth, Jennifer Webster

E. Approve limited waiver of sovereign immunity for rSchoolToday contract # 2015-0790
Sponsor: Fawn Billie, Councilwoman

Motion by David Jordan to approve limited waiver of sovereign immunity for rSchoolToday contract # 2015-0790, seconded by Fawn Billie. Motion carried unanimously:
Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers
Not Present: Melinda J. Danforth, Jennifer Webster

F. Approve November 11, 2015 Business Committee meeting options or alternatives
Sponsor: Lisa Summers, Tribal Secretary

Motion by David Jordan to approve Option A: to reschedule the November 11, 2015 Business Committee Executive Session meeting to November 9, 2015 and the Business Committee Regular Session to Tuesday November 10, 2015, seconded by Fawn Billie. Motion carried unanimously:
Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers
Not Present: Melinda J. Danforth, Jennifer Webster

Motion by David Jordan to recess at 4:45 p.m. until tomorrow August 27, 2015 at 1:30 p.m., seconded by Fawn Billie. Motion carried with one opposed and one abstention:
Ayes: Fawn Billie, David Jordan, Trish King, Lisa Summers
Opposed: Tehassi Hill
Abstained: Brandon Stevens

Not Present: Melinda J. Danforth, Jennifer Webster

Called to order by Chairwoman Tina Danforth at 1:34 p.m. on August 27, 2015.
Vice-Chairwoman Melinda J. Danforth and Councilman Brandon Stevens not present.

XIII. Travel

A. Travel Reports

1. Councilman Brandon Stevens – Haskell Board of Regents Spring 2015 meeting – Lawrence, KS – May 6-9, 2015

Motion by David Jordan to accept travel report for Councilman Brandon Stevens – Haskell Board of Regents Spring 2015 meeting – Lawrence, KS – May 6-9, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth, Brandon Stevens

2. Councilman Brandon Stevens – Board of Regents/Southwestern Indian Polytechnic Institute joint meeting – July 14-17, 2015

Motion by David Jordan to accept travel report for Councilman Brandon Stevens – Board of Regents/Southwestern Indian Polytechnic Institute joint meeting – July 14-17, 2015, seconded by Trish King. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth, Brandon Stevens

3. Chairwoman Tina Danforth – WEWIN Conference – Quapaw, OK – August 16-21, 2015

Motion by Lisa Summers to accept travel report for Chairwoman Tina Danforth – WEWIN Conference – Quapaw, OK – August 16-21, 2015, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth, Brandon Stevens

B. Travel Requests

1. Councilman Brandon Stevens – United Tribes 19th Annual Tribal Leaders Summit – Bismarck, ND – September 8-11, 2015

Motion by David Jordan to accept travel request for Councilman Brandon Stevens – United Tribes 19th Annual Tribal Leaders Summit – Bismarck, ND – September 8-11, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth, Brandon Stevens

XIV. Reports

A. Operational Reports

1. Governmental Services Division FY '15 3rd quarter report

Sponsor: Don White, Division Director/Governmental Services Division

Excerpt from August 17, 2015: Motion by Jennifer Webster to defer the Governmental Services Division FY '15 3rd quarter report to the next regular Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from August 12, 2015: Motion by Lisa Summers to adjourn at 2:06 p.m. and to direct the Tribal Secretary to coordinate Business Committee special meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

Motion by David Jordan to accept Governmental Services Division FY '15 3rd quarter report, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth, Brandon Stevens

B. Corporate Reports ***(No Requested Action)***

Treasurer Trish King departs at 2:01 p.m.

C. Boards Committees and Commissions

1. Oneida Nation Arts Board FY '15 3rd quarter report – Nicolas Reynolds, Chairman

Liaison: Jennifer Webster, Councilwoman

Excerpt from August 17, 2015: Motion by Brandon Stevens to defer the Oneida Nation Arts Board FY '15 3rd quarter report to the next regular Business Committee meeting, and direct the Oneida Nation Arts Board liaison, Councilwoman Jennifer Webster, to follow up with the Board, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from July 22, 2015: Motion by Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from July 8, 2015: Motion by Fawn Billie to defer the Oneida Nation Arts Board FY '15 3rd quarter report to the next regular Business Committee meeting and direct the Oneida Nation Arts Board liaison, Councilwoman Jennifer Webster, to follow up with the Board, seconded by Tehassi Hill. Motion carried unanimously.

Motion by David Jordan to accept Oneida Nation Arts Board FY '15 3rd quarter report, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth, Brandon Stevens, Trish King

Treasurer Trish King returns at 2:08 p.m.

2. School Board FY '15 3rd quarter report – Debbie Danforth, Chairwoman

Liaison: Fawn Billie, Councilwoman

Motion by Jennifer Webster to accept School Board FY '15 3rd quarter report, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth, Brandon Stevens

3. Land Claims Commission FY '15 3rd quarter report – Amelia Cornelius, Chairwoman

Liaison: Brandon Stevens, Councilman

Motion by David Jordan to accept Land Claims Commission FY '15 3rd quarter report, seconded by Trish King. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth, Brandon Stevens

Motion by David Jordan to go into Executive Session at 2:20 p.m., seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth, Brandon Stevens

Councilman Brandon Stevens arrives at 2:35 p.m.

Motion by David Jordan to come out of Executive Session at 4:44 p.m., seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

XV. Executive Session

A. Reports

1. **Chief Counsel report** – Jo Anne House, Chief Counsel

Motion by Tehassi Hill to accept Chief Counsel report, seconded by Trish King. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

Motion by Lisa Summers to reject the presented settlement offer and to add the information to the litigation update at the September 12, 2015 General Tribal Council meeting, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

2. **Intergovernmental Affairs and Communications report** – Nathan King, Director/ Intergovernmental Affairs & Communications

Motion by Lisa Summers to accept Intergovernmental Affairs and Communications report and that the tax question identified be a standing item until noted otherwise, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

3. **Chief Financial Officer report** – Larry Barton, Chief Financial Officer

Motion by David Jordan to accept Chief Financial Officer report, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

B. Standing Items

1. Land Claims Strategy

Sponsor: Nathan King, Intergovernmental Affairs & Communications Director

Motion by Lisa Summers to approve the Land Claims Strategy update and have Intergovernmental Affairs & Communications office work with Chairwoman Tina Danforth's office to finalize the proposed correspondence, seconded by Trish King. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

2. Goldwater suit – Indian Child Welfare case *(No Requested Action)*

Sponsor: Nathan King, Intergovernmental Affairs & Communications Director

C. Audit Committee

Sponsor: Councilman Tehassi Hill, Chair

1. Accept Audit Committee meeting minutes of June 11, 2015

Motion by David Jordan to accept Audit Committee meeting minutes of June 11, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

2. Accept Audit Committee meeting minutes of August 13, 2015

Motion by Jennifer Webster to approve Audit Committee meeting minutes of August 13, 2015, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

3. Accept Table Games Compliance audit and lift confidentiality requirement

Motion by Tehassi Hill to accept Table Games Compliance audit and lift confidentiality requirement, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

4. Accept Surveillance (All Tiers) Compliance audit and lift confidentiality requirement

Motion by Tehassi Hill to accept Surveillance (All Tiers) Compliance audit and lift confidentiality requirement, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth

5. Accept Let it Ride Rules of Play audit and lift confidentiality requirement

Motion by Brandon Stevens to accept Let it Ride Rules of Play audit and lift confidentiality requirement, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

6. Accept Golf Enterprises Final Summary report and lift confidentiality requirement

Motion by Jennifer Webster to accept Golf Enterprises Final Summary report and lift confidentiality requirement, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

7. Accept Land Management/Land Commission Real Estate Acquisition Function Final Summary Report, lift confidentiality requirement, and lift land acquisition moratorium

Motion by Tehassi Hill to accept Land Management/Land Commission Real Estate Acquisition Function Final Summary Report, lift confidentiality requirement, and lift land acquisition moratorium, seconded by Trish King. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

D. Unfinished Business ***(No Requested Action)***

E. Tabled Business ***(No Requested Action)***

F. New Business

1. Review complaint dated August 3, 2015
Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to defer complaint dated August 3, 2015 to the September 9, 2015 Business Committee meeting, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Lisa Summers, Jennifer Webster
Abstained: Brandon Stevens
Not Present: Melinda J. Danforth

2. Review concern dated August 18, 2015
Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to defer concern dated August 18, 2015 to the September 9, 2015 Business Committee meeting, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Melinda J. Danforth

3. **Approve limited waiver of sovereign immunity for Service Stations Computer Systems, Inc. contract # 2015-0844**
   Sponsor: Michele Doxtator, Area Manager/Retail Profits

Motion by Trish King to approve limited waiver of sovereign immunity for Service Stations Computer Systems, Inc. contract # 2015-0844 with the procedural exception for the finance committee to approve contract next, seconded by Jennifer Webster. Motion carried with one opposed:

Ayes:	Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Opposed:	Lisa Summers
Not Present:	Melinda J. Danforth

XVI. Adjourn

Motion by David Jordan to adjourn meeting at 4:51 p.m., seconded by Trish King. Motion carried unanimously:

Ayes:	Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present:	Melinda J. Danforth

Minutes prepared by Heather Heuer, Information Management Specialist
Minutes approved as presented/corrected on _____.

_____
Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

Oneida Business Committee Agenda Request

VI.A. Adopt resolution titled Oneida Nation Gaming Ordinance Amendments

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: Resolutions

☐ Accept as Information only

☒ Action - please describe:

Approve Resolution: ONGO Amendments

3. Supporting Materials

☐ Report ☒ Resolution ☐ Contract

☒ Other:

1. Memo
2. Statement of Effect
3. Fiscal Impact Statement
4. Draft (Redline) & Draft (Clean)

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Brandon Stevens, Council Member

Primary Requestor: Krystal John, Staff Attorney/Legislative Reference Office
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin

Legislative Reference Office
P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214
http://oneida-nsn.gov/LOC

Committee Members
Brandon Stevens, Chairperson
Tehassi Hill, Vice Chairperson
Fawn Billie, Councilmember
David P. Jordan, Councilmember
Jennifer Webster, Councilmember

Memorandum

TO: Oneida Business Committee
FROM: Brandon Stevens, LOC Chairperson
DATE: September 9, 2015
RE: ONGO Amendments

Please find the following attached backup documentation for your consideration of the Oneida Nation Gaming Ordinance (ONGO) Amendments:

1. Resolution: ONGO Amendments
2. Statement of Effect: ONGO Amendments
3. Fiscal Impact Statement: ONGO Amendments
4. ONGO Amendments (redline)
5. ONGO Amendments (clean)

Overview

The attached Resolution will adopt permanent amendments to ONGO that are necessary to keep it in compliance with the NIGC's requirements. Amendments to the Law were adopted on an emergency basis through Resolution BC 10-08-14-C and were extended for a period of six (6) months through Resolution BC-04-22-15-B. The said emergency amendments expire November 1, 2015 and there are no further extensions available pursuant to the Legislative Procedures Act. The Legislative Procedures Act requires that a law be permanently adopted in the emergency law's place before the emergency law expires in order for the contents of said emergency law to remain in effect.

The permanent amendments to ONGO:

- require the identity of each person interviewed in the course of a background investigation is kept confidential;
- require certain documents from the Oneida Gaming Commission to be retained for at least three years from the date of an employee's employment being terminated;
- require that if the Oneida Gaming Commission suspends, conditions or revokes a license based on information from NIGC, the Commission must forward that decision to NIGC within forty-five (45) days of NIGC's notification that an employee is not eligible for a License;
- identify the Oneida Gaming Commission as the agency that will take fingerprints;
- include the process for determining an applicant's eligibility for a license and notice to NIGC;
- clarify when an applicant may be issued a License;
- include a section that allows for NIGC review of a License and actions that will or may be taken based on that review;
- require the Oneida Gaming Commission to forward a hearing decision regarding a License to NIGC if the License was suspended, conditioned or revoked based on a notification from NIGC;

- require an approved revenue allocation plan before per capita payments are made using gaming revenues; and
- clarify how the Rules of Play and Oneida Gaming Minimum Internal Controls are adopted and when they become effective.

A public meeting was held on July 30, 2015 in accordance with the Legislative Procedures Act and the comments were received and were accepted by the Legislative Operating Committee on August 19, 2015, at which time the consideration of such comments was deferred to a work meeting. The Legislative Operating Committee considered the comments in a work meeting held on August 24, 2015. Based on the comments, minor revisions were made to ONGO. The Legislative Operating Committee determined that the content of the revisions was not significant enough to require an additional public meeting period.

Requested Action
Approve the Resolution: Oneida Nation Gaming Ordinance Amendments

Oneida Tribe of Indians of Wisconsin

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

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 possble.

BC Resolution _____
Oneida Nation Gaming Ordinance Amendments

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

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and

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

WHEREAS, Resolution GTC-07-05-04-A adopted the Oneida Nation Gaming Ordinance (ONGO) and it was subsequently amended by the following Resolutions: BC-10-06-04-D, BC-03-23-05-C, BC-09-23-09-D, and BC-06-25-14-B; and

WHEREAS, the Legislative Procedures Act (LPA) authorizes the Oneida Business Committee to enact legislation on an emergency basis, to be in effect for a period of six (6) months, renewable for an additional six (6) months; and

WHEREAS, the Oneida Business Committee adopted the latest emergency amendments to ONGO that brought it into compliance with the National Indian Gaming Commission's (NIGC) regulations through Resolution BC-10-08-14-C and extended the said emergency amendments for a six (6) month period through Resolution BC-04-22-15-B; and

WHEREAS, the said emergency amendments to ONGO expire November 1, 2015 and no further extensions are available pursuant to the LPA; and

WHEREAS, the LPA requires that a law be permanently adopted in the emergency law's place before the emergency law expires in order for the contents of said emergency law to remain in effect; and

WHEREAS, the permanent amendments to ONGO are required to keep it in compliance with the NIGC's regulations; and

WHEREAS, the permanent ONGO amendments (1) add requirements to keep the identity of each person interviewed in the course of a background investigation confidential; (2) require certain documents from the Oneida Gaming Commission to be retained for at least three years from the date of an employee's employment being terminated; (3) require that if the Oneida Gaming Commission suspends, conditions or revokes a license based on information from NIGC, the Commission must forward that decision to NIGC within forty-five (45) days of NIGC's notification that an employee is not eligible for a License; (4) identify the Oneida Gaming Commission as the agency that will take fingerprints; (5) include the process for determining an applicant's eligibility for a license and notice to NIGC; (6) clarify when an applicant may be issued a License; (7) include a section that allows for NIGC review of a License and actions that will or may be taken based on that

review; (8) require the Oneida Gaming Commission to forward a hearing decision regarding a License to NIGC if the License was suspended, conditioned or revoked based on a notification from NIGC; (9) require an approved revenue allocation plan before per capita payments are made using gaming revenues; and (10) clarify how the Rules of Play and Oneida Gaming Minimum Internal Controls are adopted and when they become effective; and

WHEREAS, a public meeting on the amendments was held on July 30, 2015 in accordance with the requirements of the LPA; and

NOW THEREFORE BE IT RESOLVED, that the attached amendments to ONGO are hereby adopted on a permanent basis pursuant to the LPA's requirements in order to allow the Tribe to partake in gaming activities in compliance with the NIGC's regulations and that any current rules, standards or regulations currently promulgated pursuant to ONGO remain in effect until revisions are sought, at which time to new procedures contained in these ONGO amendments must be followed.

BE IT FINALLY RESOLVED, that the attached amendments are effective immediately.

Oneida Tribe of Indians of Wisconsin
Legislative Reference Office

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Statement of Effect

Resolution: Oneida Nation Gaming Ordinance Emergency Amendments

Summary

This Resolution adopts permanent amendments to the Oneida Nation Gaming Ordinance (ONGO). The permanent amendments to ONGO:

- require the identity of each person interviewed in the course of a background investigation is kept confidential;
- require certain documents from the Oneida Gaming Commission to be retained for at least three years from the date of an employee's employment being terminated;
- require that if the Oneida Gaming Commission suspends, conditions or revokes a license based on information from the National Indian Gaming Commission (NIGC), the Commission must forward that decision to NIGC within forty-five (45) days of NIGC's notification that an employee is not eligible for a License;
- identify the Oneida Gaming Commission as the agency that will take fingerprints;
- include the process for determining an applicant's eligibility for a license and notice to NIGC;
- clarify when an applicant may be issued a License;
- include a section that allows for NIGC review of a License and actions that will or may be taken based on that review;
- require the Oneida Gaming Commission to forward a hearing decision regarding a License to NIGC if the License was suspended, conditioned or revoked based on a notification from NIGC;
- require an approved revenue allocation plan before per capita payments are made using gaming revenues; and
- clarify how the Rules of Play and Oneida Gaming Minimum Internal Controls are adopted and when they become effective.

Submitted by: Krystal L. John, Staff Attorney, Legislative Reference Office

Analysis from Legislative Reference Office

This Resolution adopts amendments to ONGO to attain compliance with the NIGC's regulations, requires an approved revenue allocation plan before per capita payments are made using gaming revenues and clarifies how the Rules of Play and Oneida Gaming Minimum Internal Controls are adopted and when they become effective. The amendments become effective immediately.

On June 25, 2014, pursuant to GTC resolution 07-01-13-A, amendments were made to ONGO which replaced references to the "Appeals Commission" with the "Judiciary." The amendments

were sent to the NIGC for approval. On September 9, 2014, NIGC sent notice to the Commission identifying discrepancies between ONGO and NIGC regulations. NIGC provided a deadline of October 21, 2014, to submit the necessary amendments or to withdraw the request to amend ONGO.

Section 16.9-5 of the Legislative Procedures Act (LPA) allows the Oneida Business Committee (OBC) to take emergency action to amend a law where it is "necessary for the immediate preservation of the public health, safety, or general welfare of the reservation population" and when enactment or amendment of legislation is required sooner than would be possible under the LPA. Through Resolution BC-10-08-14-C, the OBC enacted emergency amendments to ONGO to obtain compliance with NIGC regulations, which were extended by Resolution BC-04-22-14-B. These emergency amendments expire November 1, 2015.

The emergency amendments brought ONGO into compliance with NIGC's regulations by implementing the following revisions suggested by NIGC:

1. Requiring that the identity of any person interviewed in order to conduct a background investigation shall be confidential *[see ONGO§ 21.10-2]*;
2. Requiring that all applications, background investigations, investigative reports, suitability determinations, findings and decisions of the Commission shall be retained in the Commission's files for a period of at least three (3) years from the date the applicant's employment is terminated *[see ONGO §21.12-5(e)]*; and
3. Requiring that if the license was suspended, conditioned or revoked based on information from the NIGC under 21.12-8(a)(1), the Commission shall forward a copy of its decision to NIGC within forty-five (45) days of NIGC's notification that an employee shall not be eligible for a license *[see ONGO §21.12-8(e)]*.

Since the emergency amendments were adopted, NIGC submitted six (6) additional recommendations for revisions to ONGO which would allow it to comply with NIGC regulations. The additional six (6) recommendations:

1. Identify the agency (the Oneida Gaming Commission) that will take fingerprints *[see ONGO §21.12-2(m)]*;
2. Require the Oneida Gaming Commission to create and maintain an investigative report on each background investigation *[see ONGO §21.12-5(c)]*;
3. Require the Oneida Gaming Commission to submit a notice of results of the applicant's background investigation to the NIGC no later than sixty (60) days after the applicant begins work *[see ONGO §21.12-5(d)]*;
4. Require the Oneida Gaming Commission to notify the NIGC of the issuance of a license to a primary management official of key employee within thirty (30) days *[see ONGO §21.12-6]*;
5. If the Oneida Gaming Commission decides not to issue a license to an applicant, require the Oneida Gaming Commission to forward copies of its eligibility determination and notice of results to the NIGC for inclusion in the Indian Gaming Individual Record System *[see ONGO §21.12-5(d)]*; and
6. Upon receipt of notification from NIGC that a primary management official or a key employee is not eligible for employee, require the Oneida Gaming Commission to immediately suspend the license, provide the licensee with written notification of the

suspension and proposed revocation, and provide the licensee with notice of a time and place for a hearing on the proposed revocation of the license *[see ONGO §21.12-8(d)]*.

The permanent amendments to ONGO include all nine (9) revisions suggested by the NIGC to attain compliance with their regulations. In addition, the amendments also (1) require that an approved revenue allocation plan is in place before per capita payments are made using gaming revenues *[see ONGO §21.12-8(d)]* and (2) clarify how the Rules of Play and Oneida Gaming Minimum Internal Controls are adopted and when they become effective *[see ONGO §21.6-14(d)]*.

Conclusion

The adoption of this Resolution does not conflict with any current law or policy of the Tribe.

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

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.

ONEIDA FINANCE OFFICE
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MEMORANDUM

DATE: August 27, 2015

FROM: Rae Skenandore, Project Manager

TO: Larry Barton, Chief Financial Officer
Ralinda Ninham-Lamberies, Assistant Chief Financial Officer

RE: **Fiscal Impact of the Oneida Nation Gaming Ordinance (ONGO) Amendments**

I. Background

The Oneida Tribal Judicial System was created by GTC Resolution # 01-07-13-B. Transitioning from the Appeals Commission to the Judiciary required changes to the terminology in ONGO. Amendments to ONGO were submitted to the National Indian Gaming Commission (NIGC) for approval and discrepancies between ONGO, Federal Law and NIGC regulations were brought to Oneida's attention. Emergency amendments were adopted on October 8, 2014 and extended on April 22, 2015. The amendments will expire on November 1st, 2015.

The amendments to ONGO are;

1. To comply with Federal law and NIGC regulations.
2. Requested by the Gaming Commission to clarify existing processes.

II. Executive Summary of Findings

The amendments appear to simply reinforce and clarify existing practices, correct terminology and identify appropriate authorities for reviews and approvals. According to the Gaming Commission Chairman, there are no financial effects associated with implementing the amendments. There are no startup costs, additional personnel needed, office space added or expenses needed for documentation. The legislation can be implemented immediately upon approval utilizing existing in-house resources.

III.Financial Impact

No fiscal impact

IV. Recommendation

The Finance Department does not make a recommendation in regards to course of action in this matter. Rather, it is the purpose of this report to disclose potential financial impact of an action, so that General Tribal Council has sufficient information to render a decision.

Chapter 21
Oneida Nation Gaming Ordinance
Thatiwi·ʔStunya·tha Olihwá·ke
Matters of interest to where they make the money

21.1. Purpose and Policy
21.2. Adoption, Amendment, Repeal
21.3. Jurisdiction
21.4. Definitions
21.5. Oneida Business Committee: Powers and Duties
21.6. Oneida Gaming Commission
21.7. Gaming Surveillance: Powers, Duties and Limitations
21.8. [Reserved for future use.]
21.9. Gaming Security Department
21.10. Background Investigations
21.11. Licenses, Generally
21.12. Gaming Employee License
21.13. Gaming Services Licensing and Non-Gaming Services Permitting
21.14. Gaming Facility License
21.15. Gaming Operator License
21.16. Games
21.17. Allocation of Gaming Funds
21.18. Audits
21.19. Enforcement and Penalties

21.1. Purpose and Policy

21.1-1. *Purpose.* The purpose of this Ordinance is to set forth the laws of the Oneida Tribe of Indians of Wisconsin regarding all Gaming Activities conducted within the jurisdiction set forth in this Ordinance. It is intended to govern the Gaming Activities of all persons, Gaming Employees, consultants, business entities, vendors, boards, committees, commissions and hearing bodies. This Ordinance does not authorize the operation of Gaming by a private person or private entity for gain. This Ordinance shall govern all Gaming Activities occurring on lands under the jurisdiction set forth in this Ordinance and all individuals or entities engaged in Gaming Activities, including those providing goods or services to any person or entity engaged in Gaming Activities.

21.1-2. *Policy.* It is the policy of this Ordinance to ensure that the Oneida Tribe is the primary beneficiary of its Gaming Operations and has the sole proprietary interest, and that Gaming Activities within the jurisdiction set forth in this Ordinance are conducted fairly and honestly, and that all internal departments, enterprises, officials and employees of the Oneida Tribe work cooperatively to advance the best interests of the Oneida Tribe to protect the Tribe's gaming resources, protect the integrity of all Gaming Activities operated under the jurisdiction set forth in this Ordinance and to ensure fairness of all games offered to the Tribe's gaming patrons.

21.2. Adoption, Amendment, Repeal

21.2-1. *Adoption.* This Ordinance was adopted by the Oneida General Tribal Council by resolution GTC-07-05-04-A and amended by resolutions BC-10-06-04-D, BC-3-23-05-C, BC-9-23-09-D, BC-06-25-14-B and _____.

21.2-2. *Amendment.* This Ordinance may be amended or repealed by the Oneida Business Committee or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

21.2-3 *Severability.* Should a provision of this Ordinance or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this Ordinance which are considered to have legal force without the invalid portions.

21.2-4. In the event of a conflict between a provision of this Ordinance and a provision of another law, the provisions of this Ordinance shall control. Provided that, this Ordinance repeals the following:

(a) BC-04-21-89-D (Adoption of the Oneida Gaming Control Ordinance);

(b) GTC-03-04-91-A (Establishing 7 elected Gaming Commissioners and Bingo standards);

(c) GTC-07-06-92-A (Amendments to Gaming SOP Manual);
(d) GTC-07-06-92-B (Adoption of the Comprehensive Gaming Ordinance);
(e) BC-03-16-94-A; (Comprehensive Gaming Ordinance Interpretation); and
(f) BC-04-5-95-D (Amendments to the Comprehensive Gaming Ordinance).

21.2-5. This Ordinance is adopted under authority of the Constitution of the Oneida Tribe of Indians of Wisconsin.

21.2-6. *Name*. This Ordinance is to be known as the Oneida Nation Gaming Ordinance or ONGO.

21.2-7. *Preemptive Authority*. The Gaming Commission shall be the original hearing body authorized to hear licensing decisions as set forth in this Ordinance.

21.3. Jurisdiction

21.3-1. *Territorial Jurisdiction.* This Ordinance extends to all land within the exterior boundaries of the Reservation of the Tribe, as established pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and any lands added thereto pursuant to federal law.

21.3-2. *Subject Matter Jurisdiction.* This Ordinance applies to all Gaming conducted within the territorial jurisdiction of the Oneida Tribe as set forth in section 21.3-1.

21.3-3. *Personal Jurisdiction.* This Ordinance governs:

(a) the Tribe;
(b) tribal members; and
(c) individuals and businesses leasing, occupying, or otherwise using Tribal Fee Land on the Reservation and all Tribal Trust Land.

21.4. Definitions

21.4-1. This section shall govern the definitions of words and phrases used within this Ordinance. Words and phrases capitalized throughout this document refer to the defined words and phrases in this section. All words or phrases not defined herein shall be used in their ordinary and everyday sense.

21.4-2. *Applicant* means any person or entity who has applied for a License from the Oneida Gaming Commission or the Oneida Business Committee.

21.4-3. *Background Investigation* means a standard and thorough investigation conducted by the Oneida Tribe in compliance with this Ordinance, Commission regulations, Oneida Gaming Minimum Internal Controls, the IGRA and the Compact. Such investigations may be in cooperation with federal, state, or Tribal law enforcement agencies.

21.4-4. *Class I Gaming* means social games solely for prizes of minimal value or traditional forms of Indian gaming engaged in by individuals as a part of, or in connection with, Tribal ceremonies or celebrations.

21.4-5. *Class II Gaming* means:

(a) The game of chance commonly known as bingo (whether or not electronic, computer or other technologic aids are used in connection therewith) in which:

(1) The game is played for prizes, including monetary prizes, with cards bearing numbers or other designations.

(2) The holder of the card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined.

(3) The game is won by the first person covering a previously designated arrangement of numbers or designation on such cards, including (if played in the

same location) pull-tabs, lotto, punch boards, tip jars, instant bingo and other games similar to bingo.

(b) Card games that:

(1) Are explicitly authorized by the laws of the State; or

(2) Are not explicitly prohibited by the laws of the State and are played at any location in the State, but only if such card games are played in conformity with laws and regulations (if any) of the State regarding hours or periods of operation of such card games or limitations on wagers or pot sizes in such card games. Class II Gaming does not include any banking card games, including baccarat, chemin de fer, or blackjack (twenty-one), or electronic or electro-mechanical facsimiles of any game of chance or slot machines of any kind.

21.4-6. *Class III Gaming* means all forms of Gaming that are not Class I or Class II.

21.4-7. *Commission* means the Oneida Gaming Commission as established by this Ordinance.

21.4-8. *Commissioner* means a duly elected member of the Oneida Gaming Commission.

21.4-9. *Compact* means the 1991 Tribe-State Gaming Compact between the Tribe and the State of Wisconsin as amended and any future amendments or successor compact entered into by the Tribe and State and approved by the Secretary of the United States Department of Interior.

21.4-10. *Compliance Certificate* means a certificate issued by an agency with the authority and responsibility to enforce applicable environmental, health or safety standards, which states that a Gaming Facility complies with these standards.

21.4-11. *Environmental Assessment* means a document prepared and issued in compliance with the National Environmental Policy Act of 1969, 42 U.S.C. sec. 4321 et seq., and all related Federal regulations.

21.4-12. *Fraud* means any act of trickery or deceit used to or intended to gain control or possession of the property of another.

21.4-13. *Games*, *Gaming*, or *Gaming Activity* means all forms of any activity, operation, or game of chance that is considered Class II or Class III Gaming, provided that this definition does not include Class I Gaming.

21.4-14. *Gaming Employee* means any person employed by a Gaming Operation.

21.4-15. *Gaming Facility* or *Gaming Facilities* means any location or structure, stationary or movable, wherein Gaming is permitted, performed, conducted, or operated. Gaming Facility does not include the site of a fair, carnival, exposition, or similar occasion.

21.4-16. *Gaming Operation* means the conduct of Gaming Activities and related business activities in Gaming Facilities and areas where Gaming Employees are employed or assigned.

21.4-17. *Gaming Operator* means the Tribe, an enterprise owned by the Tribe, or such other entity of the Tribe as the Tribe may from time to time designate as the wholly-owned entity having full authority and responsibility for the operation and management of Gaming Operations.

21.4-18. *Gaming Services* means the provision of any goods and services, except legal services and accounting services, to a Gaming Operation, including, but not limited to, equipment, transportation, food, linens, janitorial supplies, maintenance, or security services.

21.4-19. *Indian Gaming Regulatory Act* or *IGRA* means Public Law 100-497, 102 Stat. 2426, 25 U.S.C. sec. 2701, *et seq*., as amended.

21.4-20. *Judiciary* means the judicial system that was established by Oneida General Tribal Council resolution GTC #1-07-13-B to administer the judicial authorities and responsibilities of the Tribe.

21.4-21. *License* means a certificate or other document that represents the grant of a revocable authorization to conduct the licensed activity. A License must be supported by a physical document, badge, certification or other physical manifestation of the issuance of the revocable authorization to conduct the licensed activity.
21.4-22. *Licensee* means a person or entity issued a valid License.
21.4-23. *NIGC* means the National Indian Gaming Commission.
21.4-24. *Oneida Business Committee* means the elected governing body of the Tribe exercising authority delegated from the Oneida General Tribal Council of the Oneida Tribe of Indians of Wisconsin under Article IV of the Constitution and By-laws for the Oneida Tribe of Indians of Wisconsin, approved December 21, 1936, as thereafter amended.
21.4-25. *Oneida General Tribal Council* means the governing body of the Oneida Tribe of Indians of Wisconsin as determined by the Tribe's Constitution.
21.4-26. *Ordinance or ONGO* means the Oneida Nation Gaming Ordinance as it may from time to time be amended.
21.4-27. *Regulatory Incident* means the occurrence of any event giving rise to a potential or alleged non-compliance with a gaming regulation, ordinance, law or policy involving any person or Licensee on the premises of a Gaming Facility.
21.4-28. *Remediation* means efforts taken to reduce the source and migration of environmental contaminants at a site.
21.4-29. *Reservation* means all lands within the exterior boundaries of the Reservation of the Oneida Tribe of Indians of Wisconsin, as created pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and any lands added thereto pursuant to federal law.
21.4-30. *Senior Gaming Management* means the gaming general manager, assistant gaming general managers, gaming directors and assistant gaming directors.
21.4-31. *State* means the State of Wisconsin, its authorized officials, agents and representatives.
21.4-32. *Tribe* means the Oneida Tribe of Indians of Wisconsin.
21.4-33. *Tribal Fee Land* means all land to which the Tribe holds title in fee simple.
21.4-34. *Tribal Trust Land* means all land to which the United States holds title for the benefit of the Tribe pursuant to federal law.

21.5. Oneida Business Committee: Powers and Duties

21.5-1. The Oneida Business Committee retains the power and duty to enter into agreements or compacts with the State under the Indian Gaming Regulatory Act.
21.5-2. The Oneida Business Committee retains the power and duty to enter into agreements with local governments and other Tribal governments for services or cooperative ventures for the Gaming Operations.
21.5-3. The Oneida Business Committee has the exclusive power and duty to enter into contracts and agreements affecting the assets of the Tribe, except for those assets that were placed under the responsibility of the Oneida Land Commission under Chapter 67, Real Property Law.
21.5-4. The Oneida Business Committee delegates to the Commission, as set out in section 21.6-14, certain authorities and responsibilities for the regulation of Gaming Activities, Gaming Operations, Gaming Operators, Gaming Employees, Gaming Facilities, Gaming Services, and enforcement of laws and regulations, as identified in this Ordinance.
21.5-5. The Oneida Business Committee retains the duty and responsibility to safeguard all funds generated by the Gaming Operations and all other authorities and responsibilities not

delegated by a specific provision of this Ordinance.

21.5-6. The Chairperson of the Tribe must be the designated and registered agent to receive notice of violations, orders, or determinations which are issued pursuant to the Indian Gaming Regulatory Act and the Compact.

21.6. Oneida Gaming Commission

21.6-1. *Establishment and Purpose.* The Oneida Business Committee has established the Oneida Gaming Commission for the purpose of regulating all Gaming Activities. The Commission is an elected body comprised of four (4) members, provided that, the Oneida Business Committee may, upon request of the Commission, increase the number of Commissioners by resolution without requiring amendment of this Ordinance.

21.6-2. *Location and Place of Business.* The Commission shall maintain its offices and principal place of business within the Reservation.

21.6-3. *Duration and Attributes.* The Commission will have perpetual existence and succession in its own name, unless dissolved by Tribal law. Operations of the Commission must be conducted on behalf of the Tribe for the sole benefit of the Tribe and its members. The Tribe reserves unto itself the right to bring suit against any person or entity in its own right, on behalf of the Tribe, or on behalf of the Commission, whenever the Tribe considers it necessary to protect the sovereignty, rights, and interests of the Tribe or the Commission.

21.6-4. *Sovereign Immunity of the Tribe.*

(a) All inherent sovereign rights of the Tribe with regard to the existence and activities of the Commission are hereby expressly reserved.

(b) The Tribe confers upon the Commission sovereign immunity from suit as set forth in the Tribe's Sovereign Immunity Ordinance.

(c) Nothing in this Ordinance nor any action of the Commission may be construed to be a waiver of its sovereign immunity or that of the Tribe, or consent by the Commission or the Tribe to the jurisdiction of the Judiciary, the United States, any state, or any other tribe, or consent by the Tribe to any suit, cause of action, case or controversy, or the levy of any judgment, lien, or attachment upon any property of the Commission or the Tribe.

21.6-5. *Requirements of Commission Membership.*

(a) *Qualifications*. Candidates for election or appointment to the Commission must be at least twenty-one (21) years of age on the day of the election or on the day of appointment. In addition, candidates for election to the Commission shall meet the following qualifications within five (5) business days after a caucus for elected positions on the Commission. Candidates for appointment to the Commission shall meet the following qualifications on the day of appointment to a vacancy on the Commission under section 21.6-13:

(1) Be an enrolled member of the Tribe;

(2) Have a minimum of three (3) years of education experience, employment experience and/or regulatory experience in Gaming Operations related to Gaming Activity, Gaming law, Gaming control or regulation, or Gaming accounting or of any combination of the foregoing; and

(3) Meet all other qualifications set forth in this Ordinance.

(b) *Conflict of Interest.* No person may be considered for election or appointment as a Commissioner until the candidate has disclosed all conflicts of interest as defined by the Oneida Conflict of Interest Policy.

(c) *Background Investigation.* No person may be considered for election or appointment as a Commissioner until a preliminary Background Investigation has been completed and the person has been found to meet all qualifications.

(d) Swearing into office is subject to a Background Investigation regarding the qualifications set forth in sections 21.6-5 and 21.6-6 upon being elected or appointed to office.

21.6-6. Unless pardoned for activities under subsection (a) and/or (d) by the Tribe, or pardoned for an activity under subsection (a) and/or (d) by another Federally-recognized Indian Tribe for an action occurring within the jurisdiction of the Federally-recognized Indian Tribe, or pardoned for an activity under subsection (a) and/or (d) by the State or Federal government, no individual may be eligible for election or appointment to, or to continue to serve on, the Commission, who:

(a) Has been convicted of, or entered a plea of guilty or no contest to, any of the following:[1]

(1) Any gambling-related offense;

(2) Any offense involving Fraud or misrepresentation;

(3) Any offense involving a violation of any provision of chs. 562 or 565, Wis. Stats., any rule promulgated by the State of Wisconsin Department of Administration, Division of Gaming or any rule promulgated by the Wisconsin Racing Board;

(4) A felony not addressed in paragraphs 1, 2, or 3, during the immediately preceding ten (10) years; or

(5) Any offense involving the violation of any provision of Tribal law regulating the conduct of Gaming Activities, or any rule or regulation promulgated pursuant thereto.

(b) Has been determined by the Tribe to be a person whose prior activities, criminal record if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of Gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the operation of Gaming or the carrying on of the business and financial arrangements incidental thereto;

(c) Possesses a financial interest in or management responsibility for any Gaming Activity or Gaming Services vendor;

(d) Has been convicted of a crime involving theft, Fraud, or conversion against the Tribe;

(e) Has been removed from any office pursuant to the Oneida Removal Law within the past five (5) years; or

(f) Is a sitting Commissioner whose term is not concluded at the time of that election or appointment action.

21.6-7. *Term of Office.* Commissioners shall serve five (5) year terms and shall serve until a successor takes the oath of office. Terms of office must be staggered.

21.6-8. *Official Oath.* Each Commissioner shall take the official oath at a regular or special Oneida Business Committee meeting prior to assuming office. Upon being administered the oath

[1] This section taken substantially from Section IX of the Tribe-State Gaming Compact.

of office, a Commissioner shall assume the duties of office and must be issued a security card setting forth his or her title and term of office.

21.6-9. *Full-time Status.* The Commission shall identify the appropriate work schedule for its members. Each Commissioner shall perform his or her duties and responsibilities on a full-time basis and shall devote his or her entire work and professional time, attention and energies to Commission business, and may not, during his or her tenure in office, be engaged in any other profession or business activity that may impede the Commissioner's ability to perform duties on behalf of the Commission or that competes with the Tribe's interests.

21.6-10. *Bylaws.* The Commission shall adopt bylaws subject to review and approval by the Oneida Business Committee.

21.6-11. *Budget and Compensation.* The Commission shall function pursuant to an annual budget. The Oneida Business Committee shall submit the operating budget of the Commission for approval in the same fashion as all other Tribal budgets. Compensation of Commissioners is not subject to the Tribe's Comprehensive Policy Governing Boards, Committees, and Commissions, but must be established by the Commission in a manner consistent with the Commission's internal rules and bylaws. The Commission shall adopt internal rules consistent with the existing Tribal accounting practices to verify its budgetary expenditures.

21.6-12. *Removal.* Removal of Commissioners must be pursuant to the Oneida Removal Law.

21.6-13. *Vacancies.* Any vacancy in an unexpired term of office, however caused, must be filled by appointment by the Oneida Business Committee of a person qualified pursuant to sections 21.6-5 and 21.6-6 pursuant to the Comprehensive Policy Governing Boards, Committees and Commissions.

21.6-14. *Authority and Responsibilities.* Subject to any restrictions contained in this Ordinance or other applicable law, the Commission is vested with powers including, but not limited to the following:

(a) To exercise all power and authority necessary to effectuate the gaming regulatory purposes of this Ordinance, IGRA, Oneida Gaming Minimum Internal Controls, and the Compact. Unless otherwise indicated in this Ordinance or Commission regulation, or authorized by majority vote of the Commission, no Commissioner may act independently of the Commission. Any such action may constitute grounds for removal.

(b) To promote and ensure the integrity, security, honesty, and fairness of the regulation and administration of Gaming.

(c) To draft, and approve, subject to review and adoption by the Oneida Business Committee, regulations pursuant to this Ordinance for the regulation of all Gaming Activity, including processes for enforcement of such regulations consistent with Tribal law.

(d) To draft and approve the Rules of Play and Oneida Gaming Minimum Internal Controls; provided that, Rules of Play and Oneida Gaming Minimum Internal Controls require review and comment by Senior Gaming Management prior to approval by the Commission and are subject to review by the Oneida Business Committee.

(1) Rules of Play and Oneida Gaming Minimum Internal Controls are minimum standards with which the Gaming Operations are required to comply and are audited against.

(2) Comments received from Senior Gaming Management must be included in any submission to the Oneida Business Committee.

(3) Rules of Play and Oneida Gaming Minimum Internal Controls are effective

upon adoption by the Commission. The Commission shall provide notice of adoption of the Rules of Play and/or Oneida Gaming Minimum Internal Controls to the Oneida Business Committee at the next available regularly scheduled Oneida Business Committee meeting following such adoption. If the Oneida Business Committee has any concerns and/or requested revisions upon review of the Rules of Play and Oneida Gaming Minimum Internal Controls, the Commission shall work with the Oneida Business Committee to address such concerns and/or requested revisions.

(A) Unless the Oneida Business Committee repeals the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission, they will remain in effect while the Commission and the Oneida Business Committee jointly work to amend the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission.

(i) Should the Oneida Business Committee repeal the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission, the Rules of Play and/or the Oneida Gaming Minimum Internal Controls that were in effect immediately previous to those repealed will be automatically reinstated and effective immediately upon the repeal of the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission.

(B) If the Commission does not receive written notice from the Oneida Business Committee of intent to repeal or amend the Rules of Play and/or the Oneida Gaming Minimum Internal Controls within thirty (30) days of the date the Oneida Business Committee is provided notice of the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission, they will remain in effect as adopted by the Commission.

(C) Should the Oneida Business Committee pursue amendments to the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission, the amendments must be completed through one (1) of the following actions within six (6) months from the date the amendments are initiated by the Oneida Business Committee:

(i) if the Commission and the Oneida Business Committee reach an agreement as to the content of the amendments, the Commission must adopt revised Rules of Play and/or the Oneida Gaming Minimum Internal Controls that have been discussed with and agreed upon by the Oneida Business Committee; or

(ii) if the Commission and the Oneida Business Committee do not reach an agreement as to the content of the amendments, the Oneida Business Committee may adopt revised Rules of Play and/or the Oneida Gaming Minimum Internal Controls that incorporate the amendments it deems necessary.

(D) If revised Rules of Play and/or Oneida Gaming Minimum Internal Controls are not adopted by either the Commission or the Oneida Business Committee within six (6) months from the date the amendments are

initiated by the Oneida Business Committee, the Rules of Play and/or the Oneida Gaming Minimum Internal Controls originally adopted by the Commission will remain in effect.

(e) To prepare proposals, including budgetary and monetary proposals, which might enable the Tribe to carry out the purpose and intent of this Ordinance, and to submit the same for consideration by the Oneida Business Committee; provided, however, that no such proposal shall have any force or effect unless it is approved by the Oneida Business Committee.

(f) To monitor and enforce all laws and regulations governing the operation and conduct of all Gaming Activities, including the ongoing monitoring of Licenses, subject to this Ordinance and/or regulations setting forth hearing or enforcement processes.

(g) To monitor and investigate all Gaming Operators for compliance with internal audits, and external audits.

(h) To inspect, examine, and photocopy all papers, books, and records of Gaming Activities and any other matters necessary to carry out the duties pursuant hereto, provided that, all photocopies of documents must be maintained in a confidential manner or in the same manner as the original.

(i) To grant, deny, revoke, condition, suspend or reinstate the Licenses of Gaming Employees, Gaming Services vendors, and Gaming Operators.

(j) To conduct hearings relating to Licenses issued under this Ordinance by the Commission.

(k) To review all vendors doing business with the Gaming Operator to verify that such persons or entities hold a valid License, where required, to do business with a Gaming Operator.

(l) To retain professional advisors such as attorneys, law enforcement specialists, and Gaming professionals consistent with Tribal law and practices.

(m) To arbitrate, negotiate, or settle any dispute to which it is a party and which relates to its authorized activities.

(n) To act as the designated agent to receive all regulatory notices not included in section 21.5-6.

(o) To investigate all Regulatory Incidents.

(p) To issue warnings or notices of violation, in accordance with regulations, to Gaming Operators and Licensees for non-compliance with the Compact, Oneida Gaming Minimum Internal Controls, Rules of Play, IGRA, or this Ordinance.

(q) To make determinations regarding suitability for licensing.

(r) To establish an administrative structure by regulation to carry out its authority and responsibilities.

(s) To establish, where needed, additional processes for conducting licensing hearings by regulation.

(t) To establish and collect fees for processing License applications by regulation.

(u) To establish and impose a point system for findings of regulatory violations by any Gaming Employee by regulation.

(v) To establish and impose a fine system for findings of regulatory violations by any Gaming Services vendor or permittee by regulation.

(w) To approve procedures that provide for the fair and impartial resolution of patron complaints.

21.6-15. *Reporting Requirements.* The Commission shall adhere to the following reporting requirements:

(a) A true, complete and accurate record of all proceedings of the Commission must be kept and maintained;

(b) Complete and accurate minutes of all Commission meetings must be filed with the Secretary of the Oneida Business Committee within thirty (30) days of their approval by the Commission;

(c) Quarterly, or as may be directed by the Oneida Business Committee, reports of the Commission's activities, including information regarding funding, income and expenses and any other matters to which the parties may agree, must be submitted to the Oneida Business Committee.

21.6-16. *Oneida Gaming Commission Personnel.* The Commission shall hire an Executive Director who is responsible for hiring and managing the personnel of the Commission. The Executive Director shall hire such personnel as is necessary to assist the Commission to fulfill its responsibilities under this Ordinance, the IGRA, and the Compact, and all regulations including the Oneida Gaming Minimum Internal Controls. The Executive Director and personnel of the Commission must be hired through the Tribe's regular personnel procedure and are subject to its personnel policies and salary schedules. The Executive Director and personnel shall meet the requirements set forth in section 21.12-3 at hiring and during employment.

21.7. Gaming Surveillance: Powers, Duties and Limitations

21.7-1. *Purpose*. The purpose of Gaming Surveillance is to observe and report Regulatory Incidents to the Commission and Gaming General Manager to provide for the regulation, operation, and compliance of Gaming Activities under this Ordinance. Gaming Surveillance is a department within the Commission's administrative structure and supervision must be identified within the organizational chart adopted by the Commission, provided that nothing in the designation of supervisory responsibility may be deemed to prohibit the responsibility of Gaming Surveillance to provide information and/or video and/or audio records to the parties identified in section 21.7-3.

21.7-2. Gaming Surveillance shall be responsible for all Gaming surveillance activities including, but not limited to, equipment and maintenance of equipment, observation and reporting of all persons to include Gaming Employees, customers, consultants, and Gaming Services vendors.

21.7-3. Surveillance personnel shall provide to Senior Gaming Management, the Commission, or Gaming Security a copy of any time-recorded video and accompanying audio (if available) within twenty-four (24) hours of request.

21.7-4. Gaming Surveillance shall:

(a) Develop, implement and maintain written policies and procedures for the conduct and integrity of the Surveillance Department.

(b) Develop, implement and maintain additional procedures governing the use and release of the surveillance recordings or reports.

(c) Work cooperatively with the Gaming Security Department to carry out its official duties and to coordinate its activities in order to effectuate the protection of patrons and the assets of the Gaming Operation.

(d) Develop, implement and maintain written policies and procedures for implementation of duties and responsibilities identified with the Oneida Gaming Minimum Internal

Controls, subject to approval by the Commission.

21.8. [Reserved for future use.]

21.9. Gaming Security Department

21.9-1. *Purpose*. The Gaming Security Department is a department within the Oneida Police Department. The purpose of the Gaming Security Department is to protect Gaming assets, patrons and Gaming Employees from an activity, repeat activity, or ongoing activities which could injure or jeopardize Gaming assets, patrons and Gaming Employees and report these activities to the Oneida Police Department for further review and/or investigation. Provided that, all reports of the Gaming Security Department must be copied to the Commission.

21.9-2. *Reporting*. The Oneida Police Department, Gaming General Manager and the Commission shall enter into an agreement, subject to ratification by the Oneida Business Committee, which describes their responsibilities and reporting requirements under this Ordinance.

21.9-3. The Gaming Security Department shall:

(a) Develop, implement and maintain written policies and procedures for the conduct and integrity of Gaming Security, as identified in the Oneida Gaming Minimum Internal Controls and subject to approval by the Commission.

(b) Develop, implement and maintain additional procedures governing the use and release of the investigation reports.

(c) Work cooperatively with Gaming Surveillance to carry out its official duties and to coordinate activities between the departments.

21.9-4. *Investigations.* This section is intended to authorize report gathering, information gathering, and preliminary review, to be conducted by the Gaming Security Department.

21.10. Background Investigations

21.10-1. The Human Resources Department and the Commission shall enter into an agreement, subject to ratification by the Oneida Business Committee, for carrying out Background Investigations for employees as required under this Ordinance.

21.10-2. Background Investigations must be conducted on all persons or entities as specified under this Ordinance. All Background Investigations must be conducted to ensure that the Tribe in its Gaming Operations may not employ or contract with persons whose prior activities, or reputation, habits and associations pose a threat to the public interest or to the effective regulation of Gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices and methods in the conduct of such Gaming. The identity of any person interviewed in order to conduct a Background Investigation must be confidential.

21.11. Licenses, Generally

21.11-1. The Commission shall adopt procedures that ensure the efficient and orderly processing of all applications for a License. All Gaming Employees, Gaming Services vendors, and Gaming Operators shall apply for a License from the Commission prior to their participation in any Gaming Activity. All Gaming Facilities must be licensed by the Oneida Business Committee.

21.11-2. *Temporary License.* All Applicants, upon receipt by the Commission of a completed application for a License and completion of a preliminary Background Investigation, may

receive a temporary license for a ninety (90) day period, unless a Background Investigation of the application demonstrates grounds to disqualify the Applicant. Such temporary license, as defined in this section, permits the Licensee to engage in such activities and pursuant to any terms and conditions imposed and specified by the Commission. The temporary license is valid until either replaced by a License, the ninety (90) day temporary license period has concluded, or the temporary license is cancelled by the Commission, whichever occurs first.

21.11-3. *Revocable.* A License is revocable only in accordance with the procedures set forth in this Ordinance. A Licensee has only those rights and protections regarding a License granted in this Ordinance.

21.11-4. All Applicants:

(a) Consent to the release of any information relevant to the Applicant's Background Investigation by any person or entity in possession of such information.

(b) Consent to the jurisdiction of the Tribe and are subject to all applicable Tribal, Federal, and State laws, regulations, and policies.

21.11-5. All Licensees are subject to ongoing review at least every two (2) years by the Commission.

21.11-6. *Status of Licenses.* The Commission shall notify the Gaming Operation of the status of all Licenses, whether temporary or permanent, including all Commission action to revoke, suspend, or condition a License.

21.11-7. *Commission Licensing Actions.* The Commission may grant, deny, revoke, condition, suspend or reinstate all Licenses, except for Gaming Facilities Licenses, in accordance with this Ordinance. Authority to place conditions on a License may be exercised only upon promulgation of regulations.

21.11-8. *Noncompliance.* The Commission may issue a notice of noncompliance when the Commission has developed regulations that identify procedures that notices of noncompliance may be issued to Licensees and permittees which provide an opportunity to correct actions. Such regulations must include procedures for appeal of such notices. Regulations may include the ability to issue fines not to exceed one thousand dollars ($1000.00) per violation for Gaming Services vendors and permittees.

21.12. Gaming Employee License

21.12-1. *Scope of Section.* This section applies only to Gaming Employee Licenses and licensing actions.

21.12-2. *License Application.* Every Applicant for a License shall file with the Commission a written application in the form prescribed by the Commission, duly executed and verified, which must certify:

(a) Applicant's full name and all other names used (oral or written), Social Security Number(s), place of birth, date of birth, citizenship, gender, and all languages (spoken or written).

(b) Currently, and for the previous five (5) years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license number(s).

(c) The names and current addresses, of at least three (3) personal references, including one (1) personal reference, who were acquainted with the Applicant during each period of residence listed in subsection (b) above.

(d) Current business and residence telephone numbers.

(e) A description of any existing and previous business relationships with Indian Tribes, including ownership interest in those businesses.

(f) A description of any existing and previous business relationship with the Gaming industry generally, including ownership interest in those businesses.

(g) The name and address of any licensing or regulatory agency with which the Applicant has filed an application for a license or permit related to Gaming, whether or not such license or permit was granted.

(h) The name and address of any licensing or regulatory agency with which the Applicant has filed an application for an occupational license or permit, whether or not such license or permit was granted.

(i) For each felony conviction or ongoing prosecution or conviction, the charge, the name and address of the court involved, and the date and disposition if any.

(j) For each misdemeanor or ongoing misdemeanor prosecution (excluding violations for which jail time is not part of the potential sentence) within ten (10) years of the date of the application, the name and address of the court involved, and the date and disposition.

(k) For each criminal charge (excluding charges for which jail time is not part of the potential sentence) whether or not there is a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to subsections (i) or (j) of this section, the criminal charge, the name and address of the court involved and the date and disposition.

(l) A photograph.

(m) Fingerprints consistent with procedures adopted by the Commission which meet the criteria set forth in 25 C.F.R. section 522.2(h). The Commission is the agency that takes the fingerprints.

(n) Any other information the Commission deems relevant for a Gaming Employee License.

(o) A statement that each Applicant has read and understands notices and NIGC requirements relating to:

(1) The Privacy Act of 1974;

(2) Fraud and False Statements Act; and

(3) Fair Credit Reporting Act.

21.12-3. *License Qualifications*. No License may be granted if the Applicant:

(a) Is under the age of eighteen (18).

(b) Unless pardoned for activities under this subsection by the Tribe, or pardoned for activities under this subsection by another Federally-recognized Indian Tribe for an action occurring within the jurisdiction of the Federally-recognized Indian Tribe, or pardoned for activities under this subsection by the state or Federal government, has been convicted of, or entered a plea of guilty or no contest to, any of the following:

(1) Any gambling-related offense;

(2) Any offense involving Fraud or misrepresentation;

(3) Any offense involving a violation of any provision of chs. 562 or 565, Wis. Stats., any rule promulgated by the State of Wisconsin Department of Administration, Division of Gaming or any rule promulgated by the Wisconsin Racing Board;

(4) A felony not addressed in paragraphs (1), (2), or (3), during the immediately preceding ten (10) years; or

(5) Any offense involving the violation of any provision of Tribal law regulating the conduct of Gaming Activities, or any rule or regulation promulgated pursuant thereto.

(c) Is determined to be a person whose prior activities, criminal record, reputation, habits, or associations pose a threat to the public interest or to the effective regulation and control of Gaming or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the operation of Gaming Activities or the carrying on of the business and financial arrangements incidental thereto.

(d) Possesses a financial interest in or management responsibility for any Gaming Activity or Gaming Services vendor, or he or she has any personal, business, or legal relationship which places him or her in a conflict of interest as defined in this Ordinance or the Conflict of Interest Policy.

(e) Each person licensed as a Gaming Employee has a continuing obligation to inform the Commission immediately upon the existence of any circumstance or the occurrence of any event which may disqualify him or her from being licensed as a Gaming Employee. Failure to report any such occurrence may result in suspension or revocation of the Gaming Employee's License.

21.12-4. *Initial Eligibility Determination.*

(a) Based on the results of the preliminary Background Investigation, the Commission shall make an initial determination regarding an Applicant's eligibility and either:

(1) Grant a temporary license, with or without conditions, to the Applicant; or

(2) Deny the License application and provide notice to the Applicant that he or she may request a hearing regarding the decision consistent with subsection (b) below.

(b) If the Commission determines that an Applicant is ineligible for a License, the Commission shall notify the Applicant. The Commission shall set forth regulations for an Applicant to review any information discovered during the preliminary Background Investigation prior to scheduling a hearing under section 21.12-10. The suspension or revocation hearing provisions set forth at section 21.12-9 do not apply to Initial Eligibility Determinations.

21.12-5. *Eligibility Determination and Notification to NIGC.* When a Gaming Employee begins employment at a Gaming Operation, the Commission shall:

(a) Require the Gaming Employee to submit a completed application for employment that contains the notices and information listed in section 21.12-2;

(b) Review the Background Investigation of the Gaming Employee. Within sixty (60) days after a Gaming Employee begins employment at a Gaming Facility under a temporary license, the Commission shall make an eligibility determination regarding whether the Gaming Employee may receive a License based upon the results of the Background Investigation.

(c) Create an investigative report based on each Background Investigation performed. The investigative report must include the steps in conducting the Background Investigation, results obtained, conclusions reached and the basis for those conclusions.

(d) Prior to issuing a License to a Gaming Employee and within sixty (60) days after the Gaming Employee begins employment at a Gaming Facility, submit a notice of results of the Background Investigation to the NIGC for inclusion in the Indian Gaming Individual Record System. The notice of results must include the following, provided that any

additional or alternate information must be forwarded as directed in regulations or rules adopted by NIGC:

(1) The Gaming Employee's name, date of birth and social security number.

(2) The date on which the Gaming Employee began employment.

(3) A summary of the information presented in the investigative report, including:

(A) License(s) that have previously been denied;

(B) Gaming licenses that have been revoked, even if subsequently reinstated;

(C) Every known criminal charge brought against the Gaming Employee within the last ten (10) years of the date of the application;

(D) Every felony of which the Gaming Employee has been convicted or any ongoing prosecution.

(4) a copy of the eligibility determination made under section 21.12-5(b).

(e) All applications, Background Investigations, investigative reports, suitability determinations, findings and decisions of the Commission must be retained in the Commission's files for a period of at least three (3) years from the date the Gaming Employee's employment is terminated.

21.12-6. *License Issuance.* The Commission may issue a License to a Gaming Employee at any time after providing NIGC with a notice of results as required under section 21.12-5(d); however, a Gaming Employee who does not have a License ninety (90) days after the start of employment must have his or her employment terminated. The Commission shall notify the NIGC of the issuance or denial of a License to a Gaming Employee within thirty (30) days after the License is issued or denied.

(a) Any Gaming Employee License issued under this section is effective from the date of issuance and must contain the Gaming Employee's photograph, the Gaming Employee's name, and the date that the License became effective. If a Gaming Employee is promoted, transferred, reassigned, or the position is reclassified, the Gaming Employee shall notify in writing the Commission, and the Commission shall review the Gaming Employee's License. The Commission retains the right to grant, deny, revoke, condition, suspend, or reinstate Licenses subject to the right to appeal the decision under the processes set forth in this Ordinance.

21.12-7. *Requirement to Wear License.* During working hours, all Licensees shall wear their License in a conspicuous place that is plainly visible by all employees, the Nation's Gaming patrons and surveillance.

21.12-8. *NIGC Review.*

(a) During a thirty (30) day period, beginning when the NIGC receives a notice of results submitted pursuant to section 21.12-5(d) above, the Chairman of the NIGC may request additional information from the Commission concerning the Gaming Employee. Such a request suspends the thirty (30) day period until the Chairman receives the additional information.

(b) If, within the thirty (30) day period after NIGC receives the notice of results, the NIGC notifies the Commission that it has no objection to the issuance of a License, and the Commission has not yet issued a License to the Gaming Employee, the Commission may grant the License to the Gaming Employee.

(c) If, within the thirty (30) day period after NIGC receives the notice of results, the

NIGC provides the Commission with a statement itemizing objections to the issuance of a License, the Commission shall reconsider the application, taking into account the objections itemized by the NIGC. The Commission shall make the final decision whether to issue a License to the Gaming Employee, or if the Gaming Employee has already been licensed, whether to suspend or revoke the License in accordance with section 21.12-9.

(d) Upon receipt of notification from the NIGC that a Gaming Employee who has already been licensed is not eligible for employment, the Commission shall immediately suspend the License in accordance with section 21.12-9.

21.12-9. *Suspension or Revocation of Licenses.* Except as provided in section 21.12-8(d) or 21.12-9(c), no License may be suspended or revoked except after notice and opportunity for hearing.

(a) *Basis for Licensing Action.* The Commission may suspend, condition, or revoke any License issued under this Ordinance if:

(1) After the issuance of a License, the Commission receives from the NIGC or other source reliable information indicating that a Gaming Employee is not eligible for a License under section 21.12-3 or such information would justify the denial of the renewal of any License, the Commission shall issue a written notice of suspension;

(2) The Commission issues a written notice of suspension demonstrating that the Licensee:

(A) Has knowingly made a materially false or misleading statement in any application for a License, in any amendment thereto, or in response to a request by the Commission for supplemental information or in connection with any investigation of the Commission;

(B) Has knowingly promoted, played, or participated in any gaming activity operated in violation of the Compact, Tribal or federal law, and this Ordinance;

(C) Has bribed or attempted to bribe, or has received a bribe from, a Commissioner or any other person in an attempt to avoid or circumvent any applicable law;

(D) Has falsified any books or records relating to any transaction connected with the operation of Gaming Activity;

(E) Has refused to comply with any lawful directive of the Tribe, the Federal government, or any court of competent jurisdiction; or

(F) Has been convicted of, or entered a plea of guilty or no contest to, a crime involving the sale of illegal narcotics or controlled substances.

(b) *Suspension Notice.* The Commission's notice of suspension must be in writing and must, at a minimum, notify the Licensee of the following:

(1) The Licensee's right to review a file prior to any hearing regarding the notice of suspension, and to make copies of any documents contained in that file;

(2) The Licensee's right to request a hearing on the proposed licensing action, to present documents and witness testimony at that hearing to be represented by counsel;

(3) The specific grounds upon which the proposed licensing action is based, including citations to relevant sections of this Ordinance, the IGRA, any applicable Regulations and/or the Compact; and

(4) The time and place set by the Commission for the Licensee's hearing.

(c) *Immediate Suspension.* If, in the judgment of the Commission, the public interest, and effective regulation and control of Gaming Activities requires the immediate exclusion of a Licensee, the Commission may immediately suspend a License prior to the conduct of a hearing on the matter. Such an immediate suspension may take effect upon service of the notice of immediate suspension.

(d) Any notice of suspension or notice of immediate suspension must set forth the times and dates for when the Licensee may review his or her file and the date for a hearing on any proposed licensing action.

(e) Within fifteen (15) business days after a hearing, the Commission shall issue a final written licensing decision and decide whether to suspend, uphold an immediate suspension, revoke, or take other action concerning a License. If the License was suspended, conditioned or revoked based on information from the NIGC or other source under section 21.12-8(d) or 21.12-9(a)(1), the Commission shall forward a copy of its decision to NIGC within forty-five (45) days of receiving NIGC's or the other source's notification indicating that a Gaming Employee is not eligible for a License.

(f) If a Licensee fails to appear for his or her hearing before the Commission, that right is deemed to have been waived and the Commission will proceed on the proposed licensing action by default.

(g) Unless identified in this Ordinance or regulations of the Commission, the hearing processes set forth in the Tribe's administrative procedures law apply.

21.12-10. *Original Hearing Body.* Any person aggrieved by a licensing decision of the Commission may appeal the decision by filing a request for an original hearing before the Commission. The Licensee may file any such request with the Commission in writing on or before the fifteenth (15th) day following receipt of the Commission's decision. The Commission shall certify the record, developed in section 21.12-4 or 21.12-9(a), within thirty (30) days of the date of the filing of the request for an original hearing. The Commissioners serving on the original hearing body may not include the Commissioners who participated in the licensing decision from which the original hearing is scheduled. The Commission may determine to review the decision solely on the licensing decision record and briefs filed regarding the request for reconsideration. The Commission may also, in its sole discretion, grant oral argument. The Commission shall issue a written decision determining whether to uphold the Commission's licensing decision, including whether to revoke or reinstate a License, within one hundred twenty (120) days from receipt of the request for the original hearing. The Commission's decision is considered an original hearing decision and an appeal may be made to the Judiciary as an appeal of an original hearing body.

21.12-11. *Notice to Oneida Business Committee*. Prior to any suspension or revocation of a License of the gaming general manager, the Commission shall provide notice to the Oneida Business Committee twenty-four (24) hours prior to the issuance of the suspension or revocation.

21.12-12. *Record of Proceedings.* The Commission shall maintain a complete and accurate record of all licensure proceedings.

21.12-13. Revocation of a License is solely limited to the licensing matter. Employment related processes resulting from revocation of a License are determined solely through the personnel processes and procedures of the Tribe and are not licensing matters governed by this Ordinance.

21.13. Gaming Services Licensing and Non-Gaming Services Permitting

21.13-1. *Scope of Section.* This section applies to all individuals and entities providing Gaming Services. The requirements of this Section are in addition to, and do not alter or amend any requirements imposed by the Oneida Vendor Licensing Law.[2]

21.13-2. *Gaming Services License or Non-Gaming Services Permit Required.*

(a) *Gaming Services License.* Any Gaming Services vendor providing Gaming related contract goods or services as defined under Article VII(A) of the Compact to the Gaming Operation shall possess a valid Gaming Services License.

(b) *Non-Gaming Services Permit.* Any vendor providing non-gaming related goods or services to the Gaming Operation shall possess a valid Non-Gaming Services permit.

(c) Determinations regarding the issuance of a License or permit under this section must be made by the Commission which may be subject to requests for reconsideration by the Gaming Services vendor within fourteen (14) business days of receipt by the Gaming Services vendor of the notice of License or permit determination.

21.13-3. *Approved Gaming Services Vendor List.* The Commission shall maintain an updated and complete list of all Gaming Services vendors that possess current and valid Gaming Services Licenses or Non-Gaming Services permits from the Commission, which is known as the Approved License and Permit List. Gaming Operations may only do business with vendors that possess valid and current Gaming Services Licenses or Non-Gaming Services permits and who appear on the Approved License and Permit List.

21.13-4. *Gaming Services License/Permit Application.* Every Applicant for a License or permit shall file with the Commission a written application in the form prescribed by the Commission, duly executed and verified which must provide and certify the following. Provided that, Non-Gaming Services vendors with less than two thousand five hundred dollars ($2,500.00) in services for the prior fiscal year are only required to file a notice of doing business with the Commission.

(a) The Applicant's name and mailing address;

(b) The names and addresses of each officer or management official of the Applicant;

(c) A copy of the Applicant's articles of incorporation and by-laws, or if not a corporation, the Applicant's organizational documents;

(d) Identification of an agent of service for the Applicant;

(e) The name and address of each person having a direct or indirect financial interest in the Applicant;

(f) The nature of the License or permit applied for, describing the activity to be engaged in under the License or permit;

(g) Explicit and detailed disclosure of any criminal record, including any delinquent taxes owed to the United States, or any state, of the Applicant, any person involved in the organization, and any person of interest whose name appears or is required to appear on the application;

(h) Whether the Applicant is or has been licensed by the state of Wisconsin Office of Indian Gaming Regulation and Compliance and, if applicable, proof of current licensure;

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[2] See also Appendix 1. Vendor Licensing/Permit.

(i) Whether the Applicant has been licensed in the state of New Jersey, Nevada, or by any other gaming jurisdiction, including any Indian Tribe or Tribal governmental organization and, if so, proof of such licensure and the status of any such License;

(j) Whether the Applicant has been denied a License by any gaming jurisdiction and, if so, the identity of the jurisdiction, the date of such decision and the circumstances surrounding that decision;

(k) Whether any License held by the Applicant has been refused renewal, conditioned, suspended or revoked by an issuing authority and, if so, the circumstances surrounding that action;

(l) A statement of waiver allowing the Tribe to conduct a Background Investigation of the Applicant and any person whose name appears or is required to appear on the application;

(m) Whether the Applicant or any person whose name appears or is required to appear on the application has or has had any business with the Tribe or any business or personal relationship with any of the Tribe's officers or employees;

(n) The name and contact information for all Tribes or Tribal organizations with whom the Applicant or any person whose name appears or is required to appear on the application has done business;

(o) Whether the Applicant or any person whose name appears or is required to appear on the application maintains any involvement in the business of wholesale distribution of alcoholic beverages;

(p) A statement that the Applicant has read and understands notices and NIGC requirements relating to:

(1) The Privacy Act of 1974;

(2) False statements; and

(3) The Fair Credit Reporting Act.

(q) All additional information necessary to allow the Commission to investigate the Applicant and any person whose name appears or is required to appear on the application.

21.13-5. *Signature on Application.* Applications for Licenses or permits must be signed by the following person:

(a) For companies and corporations (both for profit and non-profit), the highest ranking official of the corporation, or another person to whom the authority to execute the Application has been properly delegated.

(b) For a sole proprietorship, the principal owner.

(c) For a partnership, all partners.

(d) For a limited partnership, the general partner or partners.

21.13-6. *Incomplete Applications.* Applications that do not contain all information requested, including proper signatures, will be considered incomplete. Incomplete applications will not be considered by the Commission. The Commission shall notify an Applicant if an application is incomplete and what additional information is necessary to complete the application. If an Applicant who has submitted an incomplete application, and been notified of the deficiency in that application, fails to provide the information requested by the Commission, the application will be returned to the Applicant and the file closed.

21.13-7. *Supplemental Information.* The Commission may, in its discretion, request supplemental information from the Applicant. Supplemental information requested by the Commission must be promptly submitted by the Applicant. An Applicant's failure or refusal to

submit supplemental information requested by the Commission may constitute grounds for the denial of the application.

21.13-8. *Continuing Duty to Provide Information.* Applicants, permittees, and Licensees owe a continuing duty to provide the Commission with information and materials relevant to the Applicant's, permittee's, or Licensee's character or fitness to be licensed, including but not limited to any change in the licensing or permitting status of the Applicant, permittee, or Licensee in any foreign jurisdiction. An Applicant's, permittee's, or Licensee's failure to notify the Commission promptly of inaccuracies on an application or new information or materials relevant to the Applicant may constitute grounds to deny, suspend or revoke a License or permit.

21.13-9. *Background Investigations.* Background Investigations for Gaming Services vendors must be conducted as follows.

(a) *Gaming Related Equipment Gaming Services Vendors under Fifty Thousand Dollars ($50,000.00) in Goods and/or Services Annually.* The Commission shall conduct the Background Investigations that are sufficient to determine the eligibility for licensing of all Gaming Services vendors that provide or anticipate providing under fifty thousand dollars ($50,000.00) in goods and services annually.

(b) *Gaming Related Equipment Gaming Services Vendors over Fifty Thousand Dollars ($50,000.00) in Goods and/or Services Annually.* The Commission shall review the background investigation conducted by the Wisconsin Office of Indian Gaming Regulation, and shall conduct any necessary additional Background Investigation to ensure that the state background investigation is complete and current.

(c) *Other Non-Gaming Related Goods and/or Services Gaming Services Vendors.* The Commission shall conduct Background Investigations on a sufficient number of randomly selected applications in order to verify the accuracy of all applications. The random selection process must be identified by regulation of the Commission.

21.13-10. *Licensing Action in a Foreign Jurisdiction.* If the states of Wisconsin, New Jersey, Nevada or any other gaming jurisdiction refuses to renew a License or permit or conditions, suspends, or revokes the License or permit of an Applicant, permittee, or Licensee, such action may constitute grounds for similar action by the Commission.

21.13-11. *Claim of Privilege.* At any time during the licensing or permitting process, the Applicant may claim any privilege afforded by law. An Applicant's claim of privilege with respect to the production of requested information or documents or the provision of required testimony or evidence may constitute grounds for the denial, suspension or revocation of a License or permit.

21.13-12. *Withdrawal of an Application.* An Applicant may request to withdraw an application by submitting a written request to the Commission. The Commission retains the right, in its exclusive discretion, to grant or deny a request for withdrawal. An Applicant who withdraws an application is precluded from reapplying for a Gaming Services License or Non-Gaming Services permit for a period of one (1) year from the date the application was withdrawn.

21.13-13. *Suspension or Revocation of Gaming Services Licenses or Permits.* Except as provided in section 21.13-13(c), no License or permit may be suspended or revoked except after notice and opportunity for hearing.

(a) *Basis for Licensing or Permitting Action.* The Commission may suspend, modify, or revoke any Gaming Services License or Non-Gaming Services permit issued under this Ordinance if, after issuance of the License or permit, the Commission receives reliable information that would justify denial of the issuance or renewal of a License or permit, or

if the Commission determines that the Licensee or permittee has:

(1) Knowingly made a materially false or misleading statement in any application for a License or permit, in any amendment thereto, or in response to a request by the Commission for supplemental information or in connection with any investigation of the Commission;

(2) Knowingly promoted, played, or participated in any Gaming Activity operated in violation of the Compact, or any Tribal or other applicable law;

(3) Bribed or attempted to bribe a Commissioner or any other person in an attempt to avoid or circumvent any applicable law;

(4) Falsified any books or records relating to any transaction connected with operation of Gaming Activity;

(5) Refused to comply with a lawful directive of the Tribe, the federal government, or any court of competent jurisdiction; or

(6) Been convicted of, or entered a plea of guilty or no contest to, a crime involving the sale of illegal narcotics or controlled substances.

(b) *Suspension Notice.* The Commission shall provide a Licensee or permittee with written notice of suspension, which must, at a minimum, notify the Licensee or permittee of the following:

(1) The Licensee's or permittee's right to conduct a file review prior to any hearing regarding the notice of suspension, and to make copies of any documents in that file;

(2) The Licensee's or permittee's right to present documents and witness testimony at the hearing and to be represented by counsel;

(3) The specific grounds upon which the suspension is based, including citations to relevant sections of this Ordinance, the IGRA, any applicable regulations and/or the Compact; and

(4) The time and place set by the Commission for the Licensee's or permittee's file review and hearing.

(c) *Immediate Suspension.* If, in the judgment of the Commission, the public interest, and effective regulation and control of others require the immediate exclusion of a Licensee or permittee, the Commission may immediately suspend a License or permit prior to a hearing on the matter. Such an immediate suspension takes effect upon service of the notice of immediate suspension.

(d) *File Review and Hearing.* Any notice of suspension or notice of immediate suspension must set forth the time and date for the Licensee or permittee to conduct a file review and for a hearing.

(e) *Final Written Decision.* Within fifteen (15) business days after a hearing, the Commission shall issue a final written decision and decide whether to suspend, uphold an immediate suspension, revoke, or take other action concerning a License or permit.

(f) *Default.* If a Licensee or permittee fails to appear for his or her hearing before the Commission, that right is deemed to have been waived and the Commission will proceed on the proposed licensing action by default.

(g) Unless identified in this Ordinance or regulations of the Commission, the hearing processes set forth in the Oneida Administrative Procedures Act apply.

21.13-14. *Original Hearing Body.* Any person aggrieved by a licensing or permitting decision of the Commission may appeal the decision by filing a request for an original hearing before the

Commission. The Applicant, Licensee or permittee may file such request with the Commission in writing on or before the fifteenth (15th) day following the receipt of the Commission's decision. The Commission shall certify the record, developed in section 21.13-9 or 21. 13 - 13(a), within thirty (30) days of the date of the filing on the request for an original hearing. The Commissioners participating in the initial licensing or permitting decision may not participate in the original hearing. The Commission may determine to review the decision solely on the licensing or permitting decision record and briefs filed regarding the request for reconsideration. The Commission may also, in its sole discretion, grant oral argument. The Commission shall issue a written decision within one hundred twenty (120) days from receipt of the request for the original hearing. The Commission's decision is considered an original hearing decision and an appeal may be made to the Judiciary as an appeal of an original hearing body.

21.14. Gaming Facility License

21.14-1. The construction and maintenance of any Gaming Facility, and the operation of Gaming Activities, must be conducted in a manner which adequately protects the environment and the public health and safety, and must comply with requirements of the Compact and all other applicable health, safety, and environmental standards.

21.14-2. The Oneida Business Committee must receive, review and grant or deny any application for licensing any Gaming Facilities located within the Reservation. Applicants shall provide the Oneida Business Committee sufficient information to show the following:

(a) The Gaming Facility meets all applicable Federal and Tribal health and safety standards.

(1) To show compliance with applicable health and safety standards, Gaming Operator shall submit certified copies of Compliance Certificates issued by the agencies responsible for the enforcement of the health and safety standards.

(2) If health and safety standards are not met, proof must be submitted by Gaming Operator that the Gaming Facility is in the process of improvements which will place the Gaming Facility in compliance with the applicable standards.

(b) The Gaming Facility meets applicable federal and Tribal environmental standards.

(1) To show compliance with applicable environmental standards, Gaming Operator shall submit certified copies of an Environmental Assessment of the Gaming Facility which were prepared by the agency responsible for the enforcement of applicable environmental standards.

(2) If the applicable environmental standards are not met, proof must be submitted by Gaming Operator that Remediation of the Gaming Facility is being actively sought which will place the Gaming Facility in compliance with the applicable standards.

21.14-3. Upon receipt and review of the above information, the Oneida Business Committee shall deliberate and either grant or deny for failure to meet the requirements of protecting the health and safety of patrons, public and employees of a Gaming Facility License to the Applicant. The Oneida Business Committee shall submit to the NIGC a copy of each Gaming Facility License issued.

21.14-4. If the Oneida Environmental, Health and Safety Department notifies the Oneida Business Committee that a Gaming Facility will be closed by a governmental agency with proper authority due to environmental, health or safety concerns, the Oneida Business Committee shall suspend the License of the Gaming Facility. The Oneida Business Committee shall re-License

the Gaming Facility after receiving the information required in section 21.14-2.

21.15. Gaming Operator License

21.15-1. *Consent to Jurisdiction.* The application for License and the conduct of Gaming within the jurisdiction of the Tribe is considered consent to the jurisdiction of the Tribe in all matters arising from the conduct of Gaming, and all matters arising under any of the provisions of this Ordinance or other Tribal laws.

21.15-2. *License Required.* No Gaming Operator may conduct Gaming Activity unless such entity holds a valid and current Gaming Operator License issued by the Commission.

21.15-3. *Types of Licenses.* The Commission may issue each of the following types of Gaming Operator Licenses:

(a) *Tribally-Owned or Tribally-Operated Class II.* This License is required of all Tribally-owned or Tribally-operated Gaming Operations operating one or more Class II Gaming Activities.

(b) *Tribally-Owned or Tribally-Operated Class III.* This License is required for all Tribally-owned or Tribally-operated Gaming Operations operating one or more Class III Gaming Activities.

21.15-4. *Gaming Operator License Qualifications.* The Commission shall issue a Gaming Operator License to any Gaming Operation if:

(a) The Gaming Operation is to be located within the Reservation, or land taken into trust after October 17, 1988, for Gaming purposes;

(b) The Gaming Activity proposed to be played at the Gaming Operation is Class II or Class III Gaming as defined by this Ordinance and IGRA; and

(c) The proposed Gaming Operation is authorized by a resolution of the Oneida Business Committee.

21.15-5. *Provisions of General Applicability to All Gaming Operators*.

(a) *Site and Gaming Operator Specified.* Each Gaming Operator License may be applicable only to one (1) Gaming Operation and the Gaming Facility named on the License.

(b) *License Not Assignable.* No Gaming Operator License may be sold, lent, assigned or otherwise transferred.

(c) *Regulations Posted or Available.* Each Gaming Operator must have a copy of this Ordinance and any regulations promulgated thereunder available for inspection by any person at each Gaming Facility.

(d) *Display of License.* Each Gaming Operator must prominently display its License at each Gaming Facility.

21.15-6. *Grandfathered Gaming Facilities*. All Gaming Operators operating on the effective date of July 5, 2007, are hereby granted a License under this section.

21.15-7. *License Application Fees and License Taxes*. No application fees or License taxes may be required by the Tribe for a Gaming Operator License.

21.15-8. *Closure of a Gaming Operation*. If the Commission finds that any Gaming Operation is operating in violation of this Ordinance, or otherwise presents a threat to the public, the Commission shall immediately notify the Oneida Business Committee. The Oneida Business Committee may close any Gaming Operation temporarily or permanently at any time with or without cause, at its sole discretion.

21.16. Games

21.16-1. Class II and Class III Games are hereby authorized by this Ordinance.

21.16-2. *Gaming Procedures*. Games operated under this Ordinance must be consistent with the Compact and any amendments thereto and the Internal Control Standards and Rules of Play of the Gaming Operation.

21.16-3. *Who May Not Play*. It is the policy of the Tribe that particular Gaming Employees, employees of the Commission, particular governmental officials, and consultants who directly advise the Commission or employees at Gaming Facilities regarding gaming related activities may not participate in Gaming Activities conducted at Gaming Operations. At a minimum, members of the Oneida Business Committee, the Commission, the gaming general manager, assistant gaming general managers, directors of individual Games and assistant directors of individual Games may not participate in any Gaming Activity within the Reservation.

(a) The Oneida Business Committee may identify by resolution additional positions restrictions on Gaming Activity conducted at Gaming Facilities. Such resolution must be on file with the Commission.

(b) The Commission and Senior Gaming Management shall each develop and maintain their own standard operating procedure identifying other positions and any applicable restrictions on Gaming Activity conducted at Gaming Facilities. The standard operating procedure and the list of positions must be on file with the Commission.

21.17. Allocation of Gaming Funds

21.17-1. Net Gaming revenues may only be used for the following purposes:

(a) To fund Tribal government operations, programs, or services.

(b) To provide for the general welfare of the Tribe and its members; provided that per capita payments may only be made pursuant to an approved revenue allocation plan.

(c) To promote Tribal economic development.

(d) To contribute to charitable organizations.

(e) To assist in funding operations of other local governments.

(f) To fund programs designed to provide education, referrals, and treatment of Gaming addiction disorders.

(g) Any other purpose as determined by the Oneida General Tribal Council or the Oneida Business Committee which is not inconsistent with the Constitution of the Tribe and IGRA.

21.18. Audits

21.18-1. *Annual Audit.* An annual audit of each Gaming Operation must be conducted by an independent, certified public accounting firm according to generally accepted accounting principles. Copies of the annual audit must be provided to the Oneida Business Committee, the Oneida Audit Committee, the Commission, and the NIGC by said certified public accounting firm.

(a) All contracts for supplies, services, or concessions for the Gaming Operations in excess of twenty-five thousand dollars ($25,000.00) are subject to audit as prescribed in this section. Contracts for legal services and accounting services are exempt from this requirement.

21.18-2. *Other Audits.* All audits, other than the annual audit under section 21.18-1, must be conducted pursuant to the Oneida Audit Law or any other applicable law of the Tribe, and other

audits authorized under the Compact.

21.18-3. *Request for Audits.* Any audit, except the annual audit which is mandated by IGRA, may be authorized at any time by the Oneida General Tribal Council, the Oneida Business Committee or the Oneida Audit Committee.

21.19. Enforcement and Penalties

21.19-1. No individual or entity may own or operate a Gaming Facility unless specifically authorized to do so pursuant to this Ordinance.

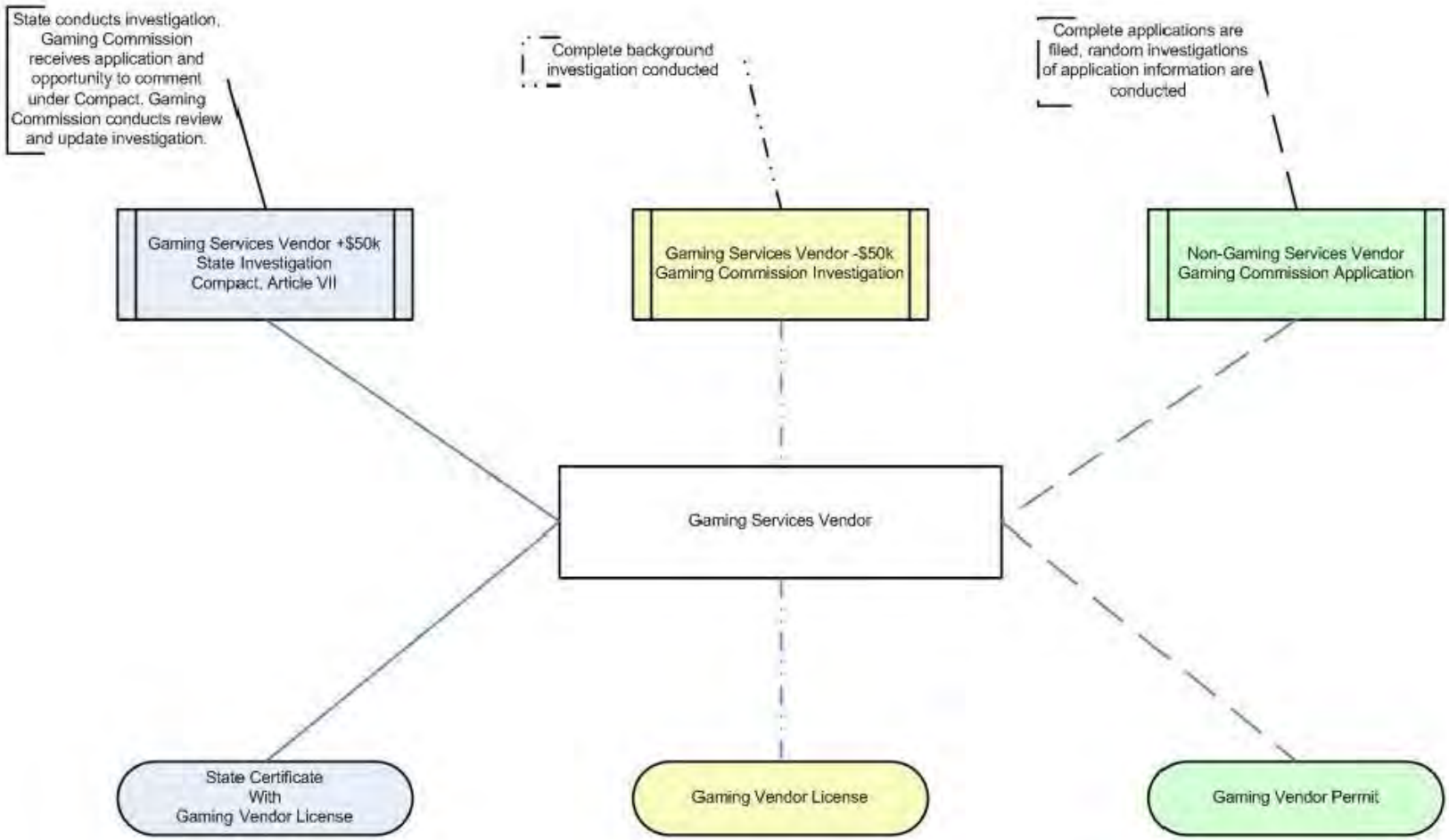
21.19-2. *Violations/Prosecutions*. Violators of this Ordinance may be subject to disciplinary action and civil and/or criminal prosecutions.

21.19-3. *Remedies*. The Oneida Business Committee may authorize commencement of an action in any court of competent jurisdiction to recover losses, restitution, and forfeitures resulting from violations of this Ordinance.

End.

Adopted	GTC-7-05-04-A
Emergency Amended	BC-7-14-04-A
Amendment	BC-10-06-04-D
Emergency Amended	BC-11-03-04-A
Permanent Adoption	BC-3-23-05-C
Amended	BC-9-23-09-D
Amended	BC-06-25-14-C (effective 11 01 2014)
Emergency Amended	BC-10-08-14-C (effective 11 01 2014)

Appendix 1. Vendor License/Permit



Chapter 21
Oneida Nation Gaming Ordinance

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~~21.1. Purpose and Policy~~
~~21.2. Adoption, Amendment, Applicability, Repeal~~
~~21.3. Jurisdiction~~
~~21.4. Definitions~~
~~21.5. Oneida Business Committee: Powers and Duties~~
~~21.6. Oneida Gaming Commission~~
~~21.7. Gaming Surveillance: Powers, Duties and Limitations~~
~~21.8. [Reserved for future use.]~~
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21.8. [Reserved for future use.]
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21.17. Allocation of Gaming Funds
21.18. Audits
21.19. Enforcement and Penalties

Analysis by the Legislative Reference Office					
Title	Oneida Nation Gaming Ordinance (ONGO)				
Requester	Tamara Vanschyndel (Oneida Gaming Commission)	**Drafter**	Lynn Franzmeier, Krystal John	**Analyst**	Taniquelle Thurner
Reason for Request	On June 25, 2014, the Oneida Business Committee (OBC) adopted minor terminology amendments to ONGO, which replaced references to the Oneida Appeals Commission/Tribal Judicial System with the Tribal Judiciary. Those amendments were then submitted to the National Indian Gaming Commission (NIGC) for approval, as required. However, NIGC returned the submission after three discrepancies were found between ONGO and federal law/NIGC regulations. To address those discrepancies, the OBC adopted emergency amendments to ONGO on October 8, 2014, and extended the emergency adoption on April 22, 2015. The emergency amendments are set to expire on November 1st, 2015. Now, this draft is being presented for permanent adoption. The amendments include the changes adopted on an emergency basis, as well as additional changes made based on a request from the Oneida Gaming Commission and based on public meeting comments.				
Purpose	Governs Oneida Tribal gaming				
Authorized/ Affected Entities	NIGC, Oneida Gaming Commission, the Oneida Tribal Judiciary				
Due Process	The Gaming Commission hears appeals of licensing decisions, then Judiciary				
Related Legislation	Gaming SOPs, an agreement between HRD and the Gaming Commission for conducting background investigations (as required by ONGO 21.10-1)				
Policy Mechanism	Licensing				
Enforcement	Licensing Suspension, Revocation				

Overview

The proposed amendments make permanent the changes that were adopted on an emergency basis in 2014 in order to comply with NIGC requirements. Additional changes are made to one of those proposed amendments, and to:

- Clarify that the Oneida Gaming Commission (the Commission) may issue a Gaming License (hereinafter: license) to new employees after they have notified the National Indian Gaming Commission (NIGC) of the determination of eligibility, without needing to wait for approval, objections, or any other a response from NIGC.
- Clarify requirements pertaining to Rules of Play and Oneida Gaming Minimum Internal Controls (Minimum Internal Controls), and how they are reviewed and adopted. The main change in this section is that the OBC will no longer adopt the Rules of Play and Minimum Internal Controls; instead the Commission would have authority to adopt those, subject to a newly-added review process for the OBC.
- Add detail, and improve clarity and consistency throughout the Law.

Emergency Amendments

The proposed amendments permanently adopt the changes adopted on an emergency basis on October 8, 2014, which were extended on April 22, 2015; which made in order to comply with federal law and NIGC requirements. These changes include:

1. Clarifying that the identity of any person interviewed in order to conduct a background investigation, is confidential. [21.10-2]
2. Requiring the Commission to retain various records for three years after a Gaming Employee's (hereinafter: employee) employment is <u>terminated</u>, instead of for seven years after the employee <u>begins employment</u>. [21.12-5(e)]
3. Adding that when the Commission makes a final decision to suspend, place a condition on or revoke a license based on information from NIGC that the employee is not eligible; the Commission must forward a copy of the decision to NIGC within 45 days. [21.12-9(e)]. These proposed permanent amendments also require the Commission to forward a copy of a final decision to suspend, place a condition on, or revoke a license when that action was taken based on information from another source besides NIGC. This additional change to ONGO is being made to reflect the Commission's current practice of doing so. [21.12-9(e)]

Eligibility Determinations and Notifying NIGC

When a new employee begins working at a Gaming Operation, his or her employment application, along with specific other information listed in the Law, must be submitted by the employee to the Commission, instead of from the Commission to the NIGC. [21.12-5(a)]

Within 60 days after a new employee starts, the Commission is still required to review the employee's background investigation, make a determination of whether the employee is eligible for a license, and to provide this information and determination to NIGC. However, the amendments add more detail - instead of just requiring the Commission to submit a "report" to NIGC, the amended Law requires the Commission to create an Investigative Report based on the employee's background investigation, and then, to submit to NIGC a Notice of Results of Background Investigation (Notice of Results). The amendments also identify the purpose for submitting this notice/information to NIGC: it is submitted for inclusion in the Indian Gaming Individual Record System. [21.12-5(b) and (c)]

New language identifies specific information that must be included in the Investigative

Report and/or Notice of Results:

- The Investigative Report must identify the steps taken in conducting the employee's background investigation, the results obtained, the conclusions reached and the basis for those conclusions. It must also identify:
  - License(s) that have previously been denied;
  - Gaming licenses that have been revoked, even if subsequently reinstated;
  - Every known criminal charge brought against the employee within the 10 years before the application;
  - Every felony conviction or any ongoing prosecution. [21.12-5(c) and (d)(3)]
- The Notice of Results must include a copy of the Commission's eligibility determination for that employee, a summary of the Investigative Report, and the employee's name, date of birth, social security number, and start date. The amendments also add that additional or alternate information will be forwarded as directed in NIGC regulations or rules. [21.12-5(d)]

Issuing a License to New Employees

Amendments clarify that the Commission does not need to wait for a response from NIGC before issuing a license to the employee – after submitting the Notice of Results to NIGC, the Commission may issue the license at any time. [21.12-6] To support this, new language is added to clarify that the Commission not only makes the final decision on whether to issue a license, but also on whether to suspend or revoke a license, if one has already been issued. [21.12-8]

New requirements are added to reflect this change:

- Now, whenever the Commission issues or denies the issuance of a license to an employee, the Commission must notify NIGC within 30 days. [21.12-6]
- Any employee who does not have a license 90 days after the start of employment shall have his or her employment terminated. [21.12-6]
- If the NIGC notifies the Commission that an employee is not eligible for employment, the Commission must immediately suspend the employee's license and provide the employee with written notice of the suspension and revocation, and notice of a time and place for a hearing on the proposed revocation. [21.12-8(d).]

Rules of Play and Oneida Gaming Minimum Internal Controls

The amendments change some of the requirements relating to Rules of Play and Oneida Gaming Minimum Internal Controls (Minimum Internal Controls), as follows:

- Rules of Play and Minimum Internal Controls are adopted by the Commission, instead of by the OBC; and still become effective upon adoption. The amendments add that the Rules of Play and Minimum Internal Controls adopted by the Commission are subject to review by the OBC. [21.6-14(d)] Provisions are added to the law to set out a process for that OBC review, as follows:
  - After the Commission adopts the Rules of Play/Minimum Internal Controls, the Commission must provide notice of the adoption to the OBC at the next available regularly scheduled OBC meeting. [21.6-14(d)(3)]
  - After reviewing the Rules of Play/Minimum Internal Controls, if the OBC has any concerns/requested revisions, the Commission is required to "work with" the OBC to address them. While doing so, the Rules of Play and Minimum Internal

Controls adopted by the Commission remain in effect, unless the OBC repeals them - in which case, the Rules/Minimum Internal Controls that were previously in effect immediately before those that were repealed, will be automatically reinstated and effective.[21.6-14(d)(3)(A)]

- Within 30 days after the notice of adoption is provided to the OBC, if the Commission does not receive written notice that the OBC intends to repeal or amend the Rules of Play/ Minimum Internal Controls, then they will remain in effect as adopted by the Commission. [21.6-14(d)(3)(A)]
- If the OBC pursues amendments to the Rules of Play and Minimum Internal Controls, there are three possible outcomes:
  - If the Commission and OBC agree upon the amendments, the Commission must adopt revised Rules of Play/Minimum Internal Controls as discussed/agreed upon by the OBC.
  - If the Commission and OBC <u>do not</u> agree on what amendments to make, the OBC may adopt revised Rules of Play/Minimum Internal Controls that incorporate the amendments the OBC deems necessary.
  - After six months have passed since the OBC initiates amendments, if neither the Commission nor the OBC has adopted revised Rules of Play/Minimum Internal Controls, the Rules of Play and Minimum Internal Controls adopted by the Commission remain in effect. [21.6-14(d)(3)(C)]

- To clarify responsibilities, the amended Law makes Senior Gaming Management, instead of Gaming Operations, responsible for reviewing and providing comments on any proposed Rules of Play or Minimum Internal Controls.
- The amendments change the explanation of what Rules of Play and Minimum Internal Controls are. Instead of "adopted and approved industry standards," they are identified as "minimum standards." And instead of stating that these standards are "for Gaming Operations," the amendments identify them as standards "with which the Gaming Operations are required to comply and are audited against." [21.6-14]

Other

Additional changes made to the Law include:

- Adding that when the OBC makes an appointment to fill a vacancy on the Commission for an unexpired term of office, it must be done pursuant to the Comprehensive Policy Governing Boards, Committees and Commissions. [21.6-13]
- Deleting a reference to the Administrative Procedures Act (APA) and replacing it with a reference to the Tribe's "administrative procedures law." This would resolve potential conflict with future changes to (or repeal of) the APA. [21.12-9(g)]
- Clarifying responsibilities by identifying the Commission as responsible for taking the fingerprints required for a license application. [21.12-2(m)]
- Specifically identifying what must be included in the Commission's written decision when a licensing decision is appealed: a determination of whether to uphold their original licensing decision, including whether to revoke or reinstate a license. [21.12-10]
- Adding that per capita payments can only be made pursuant to an approved revenue allocation plan. [21.17-1(b)]

<u>Miscellaneous</u>

Sections 21.2 and 21.4 were updated to comply with the requirements of the Legislative Procedures Act. Various other minor amendments were made to ensure compliance with tribal drafting and formatting standards. These changes did not affect the content of the Law.

A public meeting has not been held.

Considerations

1. Although both Federal Law [25 CFR 558.4] and this Law [21.12-9(e)] require certain licensing/hearing decisions to be sent to NIGC within 45 days, 21.12-10 also provides that any person aggrieved by a licensing decision of the Commission may appeal the decision by filing a request for an original hearing before the Commission, within 15 days after receiving the decision. The Commission must certify the record within 30 days, and issue a written decision within 120 days after receiving the request, and then that decision may be appealed to the Judiciary on another timeline. These timelines exceed the 45 day-requirement and the Law does not identify whether any later decision would also need to be submitted to NIGC.

Recommendation: The LOC may want to consider identifying a timeline for notifying NIGC of any later decisions, and/or a requirement for notifying NIGC when any decisions that are submitted to NIGC are appealed.

2. Currently, the after the Commission determines that an applicant is eligible to be licensed, they notify NIGC, and then wait for a response from NIGC before issuing licenses. The Law sets out a 30-day period for NIGC to respond after receiving notification. The current requirements are that, within 30 days after receiving notice from the Commission about a new employee:

- The NIGC Chairman may request additional information from the Commission concerning the employee, and such a request suspends the 30-day period until the NIGC Chairman receives the additional information.
- If NIGC notifies the Commission that it has no objection to issuing the license, the Commission may grant the license to the employee.
- If the NIGC objects to issuing a license to the employee, the Commission must reconsider, but still makes the final decision.

By comparison, under the amendments, the Commission may issue or suspend a license without waiting for NIGC approval. However, the proposed amended Law still identifies this 30-day period for NIGC to respond after being notified of the Commission's determination of eligibility for an employee to be licensed – specifically, it now says that if NIGC notifies the Commission that it has no objection, the Commission may grant the license <u>if it hasn't already done so</u>. And if NIGC objects to the issuance of a license to the employee, the Commission still makes the final decision as to whether to issue a license, <u>or if a license has already been issued, whether to suspend/revoke the license.</u>

Now that the Commission does not have to wait for a response from NIGC before issuing a license, this 30-day deadline does not serve a purpose. It was identified in the current law so that there would be direction on what happens if NIGC does not respond in a timely manner. As written, this amended section may be confusing - for example, the Chairman of NIGC may request more information about an applicant during that 30 day period – but what happens if they request that information after the 30 day period? This could be interpreted as meaning that the Commission does not need to comply with a request from the NIGC chair for more information, after those 30 days. Also, a request from the Chairman "tolls" (pauses) the 30 day period, and

there does not seem to be a reason to toll a 30-day period since the Commission no longer has to wait for a response from NIGC before making a licensing decision.

Recommendation: The LOC may want to consider deleting the 30-day requirement or more clearly identifying when or how it is still necessary.

3. It may be beneficial to review the language regarding amendments to the Rules of Play and Minimum Internal Controls, for consistency and clarity:

- [21.6-14(d)(3)(B)]- "within thirty (30) days of the date the Oneida Business Committee is provided notice of the Rules of Play and Oneida Gaming Minimum Internal Controls adopted by the Commission." – to ensure there is no confusion, and so that readers don't have to refer to other sections to find out when this date might be, it may be beneficial to revise that to clarify that it means within 30 days after the OBC meeting at which the Commission provided such notice, or within 30 days after the Commission submits notice of adoption.
- [21.6-14(d)(3)(C)] "the date the amendments are initiated by the Oneida Business Committee" may not be sufficiently clear, because the Law does not identify specifically how the OBC initiates amendments (*i.e.* does it mean the date the OBC gives a directive to the LOC to process amendments, the date the OBC submits notice to the Commission of intent to amend/repeal; or the date the item is added to the Legislative Operating Committee's Active Files List?) To ensure clarity, it is recommended that this provision be revised to refer to the date the Commission receives notice from the OBC of intent to repeal; or any other date that might be intended.

Chapter 21
Oneida Nation Gaming Ordinance

21.1. Purpose and Policy

21.1-1. *Purpose.* The purpose of this Ordinance is to set forth the laws of the Oneida Tribe of Indians of Wisconsin regarding all Gaming Activities conducted within the jurisdiction set forth in this Ordinance. It is intended to govern the Gaming Activities of all persons, Gaming Employees, consultants, business entities, vendors, boards, committees, commissions and hearing bodies. This Ordinance does not authorize the operation of Gaming by a private person or private entity for gain. This Ordinance shall govern all Gaming Activities occurring on lands under the jurisdiction set forth in this Ordinance and all individuals or entities engaged in Gaming Activities, including those providing goods or services to any person or entity engaged in Gaming Activities.

21.1-2. *Policy.* It is the policy of this Ordinance to ensure that the Oneida Tribe is the primary beneficiary of its Gaming Operations and has the sole proprietary interest, and that Gaming Activities within the jurisdiction set forth in this Ordinance are conducted fairly and honestly, and that all internal departments, enterprises, officials and employees of the Oneida Tribe work cooperatively to advance the best interests of the Oneida Tribe to protect the Tribe's gaming resources, protect the integrity of all ~~gaming activities~~Gaming Activities operated under the jurisdiction set forth in this Ordinance and to ensure fairness of all games offered to the Tribe's gaming patrons.

21.2. Adoption, Amendment, ~~Applicability,~~ Repeal

21.2-1. *Adoption*. This Ordinance ~~is~~was adopted ~~under the authority of the Constitution of~~ by the Oneida ~~Tribe of Indians of Wisconsin by Oneida~~ General Tribal Council ~~Resolution # 7~~by resolution GTC-07-05-04-A and amended by resolutions BC-10-06-04-D, BC-3-23-05-C, BC-9-23-09-D~~ and~~, BC-06-25-14-B~~.~~ and _____.

21.2-2. *Amendment*. This Ordinance may be amended or repealed by the Oneida Business Committee or the Oneida General Tribal Council pursuant to the procedures set out in ~~accordance with Tribal law~~the Legislative Procedures Act.

21.2-3~~.~~ *Severability*. Should a provision of this Ordinance or the application ~~of this Ordinance~~ thereof to any person or circumstances be held as invalid, ~~the~~such invalidity shall not ~~effect~~affect other provisions of this Ordinance~~.~~

~~21.2-4. All other Oneida laws, policies, regulations, rules, resolutions, motions and all other similar actions~~ which are considered to have legal force without the invalid portions.

21.2-4. ~~inconsistent with~~In the event of a conflict between a provision of this Ordinance and a provision of another law~~ are hereby repealed unless specifically re-enacted after adoption~~, the provisions of this ~~law. Specifically,~~Ordinance shall control. Provided that, this Ordinance repeals the following~~ resolutions are repealed by this law~~:

(a) BC-~~4~~04-21-89-D (Adoption of the Oneida Gaming Control Ordinance);

(b) GTC-03-04-91-A (Establishing 7 elected Gaming Commissioners and Bingo standards);

(c) GTC-~~7-6~~07-06-92-A (Amendments to Gaming SOP Manual);

(d) GTC-~~7-6~~07-06-92-B (Adoption of the Comprehensive Gaming Ordinance);

(e) BC-~~3~~03-16-94-A; (Comprehensive Gaming Ordinance Interpretation); and

(f) BC-~~4~~04-5-95-D (Amendments to the Comprehensive Gaming Ordinance).

21.2-5. ~~*Name.*~~ This Ordinance is adopted under authority of the Constitution of the Oneida Tribe of Indians of Wisconsin.

21.2-6. *Name*. ~~shall~~This Ordinance is to be known as the Oneida Nation Gaming Ordinance or ONGO.

21.2-~~6~~7. *Preemptive Authority*. The Gaming Commission shall be the original hearing body authorized to hear licensing decisions as set forth in this Ordinance.

21.3. Jurisdiction

21.3-1. *Territorial Jurisdiction*. This Ordinance extends to all land within the exterior boundaries of the Reservation of the Tribe, as established pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and any lands added thereto pursuant to federal law.

21.3-2. *Subject Matter Jurisdiction*. This Ordinance applies to all Gaming conducted within the territorial jurisdiction of the Oneida Tribe as set forth in section 21.3-1.

21.3-3. *Personal Jurisdiction*. This Ordinance ~~shall govern~~governs:

(a) the Tribe;

(b) tribal members; and

(c) individuals and businesses leasing, occupying, or otherwise using Tribal ~~fee land~~Fee Land on the Reservation and all Tribal Trust ~~Lands~~Land.

21.4. Definitions

21.4-1. This section shall govern the definitions of words and phrases used ~~in~~within this

Ordinance. Words and phrases capitalized ~~through out~~throughout this document refer to the defined words and phrases in this section. All words or phrases not defined ~~in this section~~herein shall be ~~interpreted based on~~ used in their ~~plain~~ ordinary and everyday ~~meaning~~sense.

~~21.4-2.~~ (a) *Applicant* means any person or entity who has applied for a License from the Oneida Gaming Commission or the Oneida Business Committee.

~~21.4-3.~~ (b) *Background Investigation* means a standard and thorough investigation conducted by the Oneida Tribe in compliance with this Ordinance, Commission regulations, Oneida Gaming Minimum Internal Controls, the IGRA and the Compact. Such investigations may be in cooperation with federal, state, or Tribal law enforcement agencies.

~~21.4-4.~~ (c) *Class I Gaming* means social games solely for prizes of minimal value or traditional forms of Indian gaming engaged in by individuals as a part of, or in connection with, Tribal ceremonies or celebrations.

~~21.4-5.~~ (d) *Class II Gaming* means:

(~~a~~1) The game of chance commonly known as bingo (whether or not electronic, computer or other technologic aids are used in connection therewith) in which:

(~~1~~A) The game is played for prizes, including monetary prizes, with cards bearing numbers or other designations.

(~~2~~B) The holder of the card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined.

(~~3~~C) The game is won by the first person covering a previously designated arrangement of numbers or designation on such cards, including (if played in the same location) pull-tabs, lotto, punch boards, tip jars, instant bingo and other games similar to bingo.

~~(b~~ (2) Card games that:

~~(1~~ (A) Are explicitly authorized by the laws of the State; or

(~~2~~B) Are not explicitly prohibited by the laws of the State and are played at any location in the State, but only if such card games are played in conformity with laws and regulations (if any) of the State regarding hours or periods of operation of such card games or limitations on wagers or pot sizes in such card games. Class II Gaming does not include any banking card games, including baccarat, chemin de fer, or blackjack (twenty-one), or electronic or electro-mechanical facsimiles of any game of chance or slot machines of any kind.

~~21.4-6.~~ (e) *Class III Gaming* means all forms of Gaming that are not Class I or Class II.

~~21.4-7.~~ (f) *Commission* means the Oneida Gaming Commission as established by this Ordinance.

~~21.4-8.~~ (g) *Commissioner* means a duly elected member of the Oneida Gaming Commission.

~~21.4-9.~~ (h) *Compact* means the 1991 Tribe-State Gaming Compact between the Tribe and the State of Wisconsin as amended and any future amendments or successor compact entered into by the Tribe and State and approved by the Secretary of the United States Department of Interior.

~~21.4-10.~~ (i) *Compliance Certificate* means a certificate issued by an agency with the

authority and responsibility to enforce applicable environmental, health or safety standards, which states that a Gaming Facility complies with these standards.

~~21.4-11.~~ (j) *Environmental Assessment* means a document prepared and issued in compliance with the National Environmental Policy Act of 1969, 42 U.S.C. sec. 4321 et seq., and all related Federal regulations.

~~21.4-12.~~ (k) *Fraud* means any act of trickery or deceit used to or intended to gain control or possession of the property of another.

~~21.4-13.~~ (l) *Games*, *Gaming*, or *Gaming Activity* means all forms of any activity, operation, or game of chance that is considered Class II or Class III Gaming, provided that this definition does not include Class I Gaming.

~~21.4-14.~~ (m) *Gaming Employee* means any person employed by a Gaming Operation.

~~21.4-15.~~ (n) *Gaming Facility* or *Gaming Facilities* means any location or structure, stationary or movable, wherein Gaming is permitted, performed, conducted, or operated. Gaming Facility does not include the site of a fair, carnival, exposition, or similar occasion.

~~21.4-16.~~ (o) *Gaming Operation* means the conduct of Gaming Activities and related business activities in Gaming Facilities and areas where Gaming Employees are employed or assigned.

~~21.4-17.~~ (p) *Gaming Operator* means the Tribe, an enterprise owned by the Tribe, or such other entity of the Tribe as the Tribe may from time to time designate as the wholly-owned entity having full authority and responsibility for the operation and management of Gaming Operations.

~~21.4-18.~~ (q) *Gaming Services* means the provision of any goods and services, except legal services and accounting services, to a Gaming Operation, including, but not limited to, equipment, transportation, food, linens, janitorial supplies, maintenance, or security services.

~~21.4-19.~~ (r) *Indian Gaming Regulatory Act* or *IGRA* means Public Law 100-497, 102 Stat. 2426, 25 U.S.C. sec. 2701, *et seq*., as amended.

~~21.4-20. "~~(s) *Judiciary*~~"~~ means the judicial system that was established by Oneida General Tribal Council resolution GTC #1-07-13-B to administer the judicial authorities and responsibilities of the Tribe.

~~21.4-21.~~ (t) *License* means a certificate or other document that represents the grant of a revocable authorization to conduct the licensed activity. A ~~license~~License must be supported by a physical document, badge, certification or other physical manifestation of the issuance of the revocable authorization to conduct the licensed activity.

~~21.4-22.~~ (u) *Licensee* means a person or entity issued a valid License.

~~21.4-23.~~ (v) *NIGC* means the National Indian Gaming Commission.

~~21.4-24.~~ (w) *Oneida Business Committee* means the elected governing body of the Tribe exercising authority delegated from the Oneida General Tribal Council of the Oneida Tribe of Indians of Wisconsin under Article IV of the Constitution and By-laws for the Oneida Tribe of Indians of Wisconsin, approved December 21, 1936, as thereafter amended.

~~21.4-25.~~ (x) *Oneida General Tribal Council* means the governing body of the Oneida Tribe of Indians of Wisconsin as determined by the Tribe's Constitution.

~~21.4-26.~~ (y) *Ordinance or ONGO* means the Oneida Nation Gaming Ordinance as it may from time to time be amended.

~~21.4-27.~~ (z) *Regulatory Incident* means the occurrence of any event giving rise to a potential or alleged non-compliance with a gaming regulation, ordinance, law or policy involving any person or Licensee on the premises of a Gaming Facility.

~~21.4-28.~~ (aa) *Remediation* means efforts taken to reduce the source and migration of environmental contaminants at a site.

~~21.4-29.~~ (bb) *Reservation* means all lands within the exterior boundaries of the Reservation of the Oneida Tribe of Indians of Wisconsin, as created pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and any lands added thereto pursuant to federal law.

~~21.4-30.~~ (cc) *Senior Gaming Management* means the gaming general manager, assistant gaming general managers, gaming directors and assistant gaming directors.

~~21.4-31.~~ (dd) *State* means the State of Wisconsin, its authorized officials, agents and representatives.

~~21.4-32.~~ (ee) *Tribe* means the Oneida Tribe of Indians of Wisconsin.

~~21.4-33.~~ (ff) *Tribal Fee Land* means all land to which the Tribe holds title in fee simple.

~~21.4-34.~~ (gg) *Tribal Trust Land* means all land to which the United States holds title for the benefit of the Tribe pursuant to federal law.

21.5. Oneida Business Committee: Powers and Duties

21.5-1. The Oneida Business Committee retains the power and duty to enter into agreements or compacts with the State under the Indian Gaming Regulatory Act.

21.5-2. The Oneida Business Committee retains the power and duty to enter into agreements with local governments and other Tribal governments for services or cooperative ventures for the Gaming Operations.

21.5-3. The Oneida Business Committee has the exclusive power and duty to enter into contracts and agreements affecting the assets of the Tribe, except for those assets that were placed under the responsibility of the Oneida Land Commission under Chapter 67, Real Property Law.

21.5-4. The Oneida Business Committee delegates to the Commission, as set out in section 21.6-14, certain authorities and responsibilities for the regulation of Gaming Activities, Gaming Operations, Gaming Operators, Gaming Employees, Gaming Facilities, Gaming Services, and enforcement of laws and regulations, as identified in this Ordinance.

21.5-5. The Oneida Business Committee retains the duty and responsibility to safeguard all funds generated by the Gaming Operations and all other authorities and responsibilities not delegated by a specific provision of this Ordinance.

21.5-6. The Chairperson of the Tribe ~~shall~~must be the designated and registered agent to receive notice of violations, orders, or determinations which are issued pursuant to the Indian Gaming Regulatory Act and the Compact.

21.6. Oneida Gaming Commission

21.6-1. *Establishment and Purpose.* The Oneida Business Committee has established the Oneida Gaming Commission for the purpose of regulating all Gaming Activities. The Commission is an elected body comprised of four (4) members, provided that, the Oneida Business Committee may, upon request of the Commission, increase the number of Commissioners by resolution without requiring amendment of this Ordinance.

21.6-2. *Location and Place of Business.* The Commission shall maintain its offices and

principal place of business within the Reservation.

21.6-3. *Duration and Attributes.* The Commission ~~shall~~will have perpetual existence and succession in its own name, unless dissolved by Tribal law. Operations of the Commission ~~shall~~must be conducted on behalf of the Tribe for the sole benefit of the Tribe and its members. The Tribe reserves unto itself the right to bring suit against any person or entity in its own right, on behalf of the Tribe, or on behalf of the Commission, whenever the Tribe considers it necessary to protect the sovereignty, rights, and interests of the Tribe or the Commission.

21.6-4. *Sovereign Immunity of the Tribe.*

(a) All inherent sovereign rights of the Tribe with regard to the existence and activities of the Commission are hereby expressly reserved.

(b) The Tribe confers upon the Commission sovereign immunity from suit as set forth in the Tribe's Sovereign Immunity Ordinance.

(c) Nothing in this Ordinance nor any action of the Commission ~~shall~~may be construed to be a waiver of its sovereign immunity or that of the Tribe, or consent by the Commission or the Tribe to the jurisdiction of the Judiciary, the United States, any state, or any other tribe, or consent by the Tribe to any suit, cause of action, case or controversy, or the levy of any judgment, lien, or attachment upon any property of the Commission or the Tribe.

21.6-5. *Requirements of Commission Membership.*

(a) *Qualifications*. Candidates for election or appointment to the Commission ~~shall~~must be at least twenty-one (21) years of age on the day of the election or on the day of appointment. In addition, ~~Candidates~~candidates for election to the Commission shall meet the following qualifications within five (5) business days after a caucus for elected positions on the Commission. Candidates for appointment to the Commission shall meet the following qualifications on the day of appointment to a vacancy on the Commission under section 21.6-13:

(1) Be an enrolled member of the Tribe;

(2) Have a minimum of three (3) years of education experience, employment experience and/or regulatory experience in Gaming Operations related to Gaming Activity, Gaming law, Gaming control or regulation, or Gaming accounting or of any combination of the foregoing; and

(3) Meet all other qualifications set forth in this Ordinance.

(b) *Conflict of Interest.* No person ~~shall~~may be considered for election or appointment as a Commissioner until the candidate has disclosed all conflicts of interest as defined by the Oneida Conflict of Interest Policy.

(c) *Background Investigation.* No person ~~shall~~may be considered for election or appointment as a Commissioner until a preliminary ~~background investigation~~Background Investigation has been completed and the person has been found to meet all qualifications.

(d) Swearing into office is subject to a Background Investigation regarding the qualifications set forth in sections 21.6-5 and 21.6-6 upon being elected or appointed to office.

21.6-6. Unless pardoned for activities under subsection (a) and/or (d) by the Tribe, or pardoned for an activity under subsection (a) and/or (d) by another Federally-recognized Indian Tribe for an action occurring within the jurisdiction of the Federally-recognized Indian Tribe, or pardoned for an activity under subsection (a) and/or (d) by the State or Federal government, no individual

~~shall~~may be eligible for election or appointment to, or to continue to serve on, the Commission, who:

(a) Has been convicted of, or entered a plea of guilty or no contest to, any of the following:[1]

(1) Any gambling-related offense;

(2) Any offense involving Fraud or misrepresentation;

(3) Any offense involving a violation of any provision of chs. 562 or 565, Wis. Stats., any rule promulgated by the State of Wisconsin Department of Administration, Division of Gaming or any rule promulgated by the Wisconsin Racing Board;

(4) A felony not addressed in paragraphs 1, 2, or 3, during the immediately preceding ten (10) years; or

(5) Any offense involving the violation of any provision of Tribal law regulating the conduct of Gaming Activities, or any rule or regulation promulgated pursuant thereto.

(b) Has been determined by the Tribe to be a person whose prior activities, criminal record if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of Gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the operation of Gaming or the carrying on of the business and financial arrangements incidental thereto;

(c) Possesses a financial interest in or management responsibility for any Gaming Activity or Gaming Services vendor;

(d) Has been convicted of a crime involving theft, Fraud, or conversion against the Tribe;

(e) Has been removed from any office pursuant to the Oneida Removal Law within the past five (5) years; or

(f) Is a sitting Commissioner whose term is not concluded at the time of that election or appointment action.

21.6-7. *Term of Office.* Commissioners shall serve five (5) year terms and shall serve until a successor takes the oath of office. Terms of office ~~shall~~must be staggered.

21.6-8. *Official Oath.* Each Commissioner shall take the official oath at a regular or special Oneida Business Committee meeting prior to assuming office. Upon being administered the oath of office, a Commissioner shall assume the duties of office and ~~shall~~must be issued a security card setting forth his or her title and term of office.

21.6-9. *Full-time Status.* The Commission shall identify the appropriate work schedule for its members. Each Commissioner shall perform his or her duties and responsibilities on a full-time basis and ~~will~~shall devote his or her entire work and professional time, attention and energies to Commission business, and ~~will~~may not, during his or her tenure in office, be engaged in any other profession or business activity that may impede the Commissioner's ability to perform duties on behalf of the Commission or that competes with the Tribe's interests.

21.6-10. ~~*By-laws*~~*Bylaws*. The Commission shall adopt bylaws subject to review and approval

[1] This section taken substantially from Section IX of the Tribe-State Gaming Compact.

by the Oneida Business Committee.

21.6-11. *Budget and Compensation.* The Commission shall function pursuant to an annual budget. The Oneida Business Committee shall submit the operating budget of the Commission for approval in the same fashion as all other Tribal budgets. Compensation of Commissioners ~~shall~~is not ~~be~~ subject to the Tribe's Comprehensive Policy Governing Boards, Committees, and Commissions, but ~~shall~~must be established by the Commission in a manner consistent with the Commission's internal rules and ~~by-laws~~bylaws. The Commission shall adopt internal rules consistent with the existing Tribal accounting practices to verify its budgetary expenditures.

21.6-12. *Removal.* Removal of Commissioners ~~shall~~must be pursuant to the Oneida Removal Law.~~-~~

21.6-13. *Vacancies.* Any vacancy in an unexpired term of office, however caused, ~~shall~~must be filled by appointment by the Oneida Business Committee of a person qualified pursuant to sections 21.6-5 and 21.6-6 pursuant to the Comprehensive Policy Governing Boards, Committees and Commissions.

21.6-14. *Authority and Responsibilities.* Subject to any restrictions contained in this Ordinance or other applicable law, the Commission is vested with powers including, but not limited to the following:

(a) To exercise all power and authority necessary to effectuate the gaming regulatory purposes of this Ordinance, IGRA, Oneida Gaming Minimum Internal Controls, and the Compact. Unless otherwise indicated in this Ordinance or Commission regulation, or authorized by majority vote of the Commission, no Commissioner ~~shall~~may act independently of the Commission. Any such action may constitute grounds for removal.

(b) To promote and ensure the integrity, security, honesty, and fairness of the regulation and administration of Gaming.

(c) To draft, and approve, subject to review and adoption by the Oneida Business Committee, regulations pursuant to this Ordinance for the regulation of all Gaming Activity, including processes for enforcement of such regulations consistent with Tribal law.

(d) To draft~~,~~ and approve~~, subject to review and adoption by the Oneida Business Committee,~~ the Rules of Play and Oneida Gaming Minimum Internal Controls; provided that, Rules of Play and Oneida Gaming Minimum Internal Controls ~~shall~~ require review and comment by ~~the~~Senior Gaming ~~Operation~~Management prior to approval by the Commission~~,~~ and ~~those comments shall be included in any submission~~are subject to review by the Oneida Business Committee~~. Rules of Play and Oneida Gaming Minimum Internal Controls are adopted and approved industry standards for Gaming Operations~~.

(1) Rules of Play and Oneida Gaming Minimum Internal Controls are minimum standards with which the Gaming Operations are required to comply and are audited against.

(2) Comments received from Senior Gaming Management must be included in any submission to the Oneida Business Committee.

(3) Rules of Play and Oneida Gaming Minimum Internal Controls are effective upon adoption by the Commission. The Commission shall provide notice of adoption of the Rules of Play and/or Oneida Gaming Minimum Internal Controls to the Oneida Business Committee at the next available regularly scheduled Oneida Business Committee meeting following such adoption. If the Oneida Business Committee has any concerns and/or requested revisions upon review of

the Rules of Play and Oneida Gaming Minimum Internal Controls, the Commission shall work with the Oneida Business Committee to address such concerns and/or requested revisions.

(A) Unless the Oneida Business Committee repeals the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission, they will remain in effect while the Commission and the Oneida Business Committee jointly work to amend the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission.

(i) Should the Oneida Business Committee repeal the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission, the Rules of Play and/or the Oneida Gaming Minimum Internal Controls that were in effect immediately previous to those repealed will be automatically reinstated and effective immediately upon the repeal of the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission.

(B) If the Commission does not receive written notice from the Oneida Business Committee of intent to repeal or amend the Rules of Play and/or the Oneida Gaming Minimum Internal Controls within thirty (30) days of the date the Oneida Business Committee is provided notice of the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission, they will remain in effect as adopted by the Commission.

(C) Should the Oneida Business Committee pursue amendments to the Rules of Play and/or the Oneida Gaming Minimum Internal Controls adopted by the Commission, the amendments must be completed through one (1) of the following actions within six (6) months from the date the amendments are initiated by the Oneida Business Committee:

(i) if the Commission and the Oneida Business Committee reach an agreement as to the content of the amendments, the Commission must adopt revised Rules of Play and/or the Oneida Gaming Minimum Internal Controls that have been discussed with and agreed upon by the Oneida Business Committee; or

(ii) if the Commission and the Oneida Business Committee do not reach an agreement as to the content of the amendments, the Oneida Business Committee may adopt revised Rules of Play and/or the Oneida Gaming Minimum Internal Controls that incorporate the amendments it deems necessary.

(D) If revised Rules of Play and/or Oneida Gaming Minimum Internal Controls are not adopted by either the Commission or the Oneida Business Committee within six (6) months from the date the amendments are initiated by the Oneida Business Committee, the Rules of Play and/or the Oneida Gaming Minimum Internal Controls originally adopted by the Commission will remain in effect.

(e) To prepare proposals, including budgetary and monetary proposals, which might enable the Tribe to carry out the purpose and intent of this Ordinance, and to submit the

same for consideration by the Oneida Business Committee; provided, however, that no such proposal shall have any force or effect unless it is approved by the Oneida Business Committee.

(f) To monitor and enforce all laws and regulations governing the operation and conduct of all Gaming Activities, including the ongoing monitoring of Licenses, subject to this Ordinance and/or regulations setting forth hearing or enforcement processes.

(g) To monitor and investigate all Gaming Operators for compliance with internal audits, and external audits.

(h) To inspect, examine, and photocopy all papers, books, and records of Gaming Activities and any other matters necessary to carry out the duties pursuant hereto, provided that, all photocopies of documents ~~shall~~must be maintained in a confidential manner or in the same manner as the original.

(i) To grant, deny, revoke, condition, suspend or reinstate the Licenses of Gaming Employees, Gaming Services vendors, and Gaming Operators.

(j) To conduct hearings relating to Licenses issued under this Ordinance by the Commission.

(k) To review all vendors doing business with the Gaming Operator to verify that such persons or entities hold a valid License, where required, to do business with a Gaming Operator.

(l) To retain professional advisors such as attorneys, law enforcement specialists, and Gaming professionals consistent with Tribal law and practices.

(m) To arbitrate, negotiate, or settle any dispute to which it is a party and which relates to its authorized activities.

(n) To act as the designated agent to receive all regulatory notices not included in section 21.5-6.

(o) To investigate all Regulatory Incidents.

(p) To issue warnings or notices of violation, in accordance with regulations, to Gaming Operators and Licensees for non-compliance with the Compact, Oneida Gaming Minimum Internal Controls, Rules of Play, IGRA, or this Ordinance.

(q) To make determinations regarding suitability for licensing.

(r) To establish an administrative structure by regulation to carry out its authority and responsibilities.

(s) To establish, where needed, additional processes for conducting licensing hearings by regulation.

(t) To establish and collect fees for processing ~~license~~License applications by regulation.

(u) To establish and impose a point system for findings of regulatory violations by any Gaming Employee by regulation.

(v) To establish and impose a fine system for findings of regulatory violations by any Gaming Services vendor or permittee by regulation.

(w) To approve procedures that provide for the fair and impartial resolution of patron complaints.

21.6-15. *Reporting Requirements.* The Commission shall adhere to the following reporting requirements:

(a) A true, complete and accurate record of all proceedings of the Commission ~~shall~~must be kept and maintained;

(b) Complete and accurate minutes of all Commission meetings ~~shall~~must be filed with

the Secretary of the Oneida Business Committee within thirty (30) days of their approval by the Commission;

(c) Quarterly, or as may be directed by the Oneida Business Committee, reports of the Commission's activities, including information regarding funding, income and expenses and any other matters to which the parties may agree, ~~shall~~must be submitted to the Oneida Business Committee.

21.6-16. *Oneida Gaming Commission Personnel.* The Commission shall hire an Executive Director who ~~shall be~~is responsible for hiring and managing the personnel of the Commission. The Executive Director shall hire such personnel as is necessary to assist the Commission to fulfill its responsibilities under this Ordinance, the IGRA, and the Compact, and all regulations including the Oneida Gaming Minimum Internal Controls. The Executive Director and personnel of the Commission ~~shall~~must be hired through the Tribe's regular personnel procedure and ~~shall be~~are subject to its personnel policies and salary schedules. The Executive Director and personnel shall ~~be required to~~ meet the requirements set forth in section 21.12-3 at hiring and during employment.

21.7. Gaming Surveillance: Powers, Duties and Limitations

21.7-1. *Purpose*. The purpose of Gaming Surveillance is to observe and report Regulatory Incidents to the Commission and Gaming General Manager to provide for the regulation, operation, and compliance of Gaming Activities under this Ordinance. Gaming Surveillance is a department within the Commission's administrative structure and supervision ~~shall~~must be identified within the organizational chart adopted by the Commission, provided that nothing in the designation of supervisory responsibility ~~shall~~may be deemed to prohibit the responsibility of Gaming Surveillance to provide information and/or video and/or audio records to the parties identified in section 21.7-3.

21.7-2. Gaming Surveillance shall be responsible for all Gaming surveillance activities including, but not limited to, equipment and maintenance of equipment, observation and reporting of all persons to include Gaming Employees, customers, consultants, and Gaming Services vendors.

21.7-3. Surveillance personnel shall provide to Senior Gaming Management, the Commission, or Gaming Security a copy of any time-recorded video and accompanying audio (if available) within twenty-four (24) hours of request.

21.7-4. Gaming Surveillance shall:

(a) Develop, implement and maintain written policies and procedures for the conduct and integrity of the Surveillance Department.

(b) Develop, implement and maintain additional procedures governing the use and release of the surveillance recordings or reports.

(c) Work cooperatively with the Gaming Security Department to carry out its official duties and to coordinate its activities in order to effectuate the protection of patrons and the assets of the Gaming Operation.

(d) Develop, implement and maintain written policies and procedures for implementation of duties and responsibilities identified with the Oneida Gaming Minimum Internal Controls, subject to approval by the Commission.

21.8. [Reserved for future use.]

21.9. Gaming Security Department

21.9-1. *Purpose*. The Gaming Security Department is a department within the Oneida Police Department. The purpose of the Gaming Security Department is to protect Gaming assets, patrons and Gaming Employees from an activity, repeat activity, or ongoing activities which could injure or jeopardize Gaming assets, patrons and Gaming Employees and report these activities to the Oneida Police Department for further review and/or investigation. Provided that, all reports of the Gaming Security Department ~~shall~~must be copied to the Commission.

21.9-2. *Reporting*. The Oneida Police Department, Gaming General Manager and the Commission shall enter into an agreement, subject to ratification by the Oneida Business Committee, which describes their responsibilities and reporting requirements under this ~~law~~Ordinance.

21.9-3. The Gaming Security Department shall:

(a) Develop, implement and maintain written policies and procedures for the conduct and integrity of Gaming Security, as identified in the Oneida Gaming Minimum Internal Controls and subject to approval by the Commission.

(b) Develop, implement and maintain additional procedures governing the use and release of the investigation reports.

(c) Work cooperatively with Gaming Surveillance to carry out its official duties and to coordinate activities between the departments.

21.9-4. *Investigations.* This ~~Section~~section is intended to authorize report gathering, information gathering, and preliminary review, to be conducted by the Gaming Security Department.

21.10. Background Investigations

21.10-1. The Human Resources Department and the Commission shall enter into an agreement, subject to ratification by the Oneida Business Committee, for carrying out Background Investigations for employees as required under this ~~law.~~ Ordinance.

21.10-2. Background Investigations ~~shall~~must be conducted on all persons or entities as specified under this ~~law.~~ Ordinance. All Background Investigations ~~shall~~must be conducted to ensure that the Tribe in its Gaming Operations ~~shall~~may not employ or contract with persons whose prior activities, or reputation, habits and associations pose a threat to the public interest or to the effective regulation of ~~gaming~~Gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices and methods in the conduct of such ~~gaming.~~ Gaming. The identity of any person interviewed in order to conduct a Background Investigation must be confidential.

21.11. Licenses, Generally

21.11-1. The Commission shall adopt procedures that ensure the efficient and orderly processing of all applications for a License. All Gaming Employees, Gaming Services vendors, and Gaming Operators shall apply for a License from the Commission prior to their participation in any Gaming Activity. All Gaming Facilities must be licensed by the Oneida Business Committee.

21.11-2. *Temporary License.* All Applicants, upon receipt by the Commission of a completed application for a License and completion of a preliminary Background Investigation, may receive a temporary license for a ninety (90) day period, unless a Background Investigation of the application demonstrates grounds to disqualify the Applicant. Such temporary license, as defined in this section, ~~shall permit~~permits the Licensee to engage in such activities and pursuant

to any terms and conditions imposed and specified by the Commission. The temporary license ~~shall be~~is valid until either replaced by a License, the ninety (90) day temporary license period has concluded, or the temporary license is cancelled by the Commission, whichever occurs first.

21.11-3. *Revocable.* A License is revocable only in accordance with the procedures set forth in this Ordinance. A Licensee ~~shall have~~has only those rights and protections regarding a License granted in this Ordinance.

21.11-4. All Applicants:

(a) Consent to the release of any information relevant to the Applicant's Background Investigation by any person or entity in possession of such information.

(b) Consent to the jurisdiction of the Tribe and are subject to all applicable Tribal, Federal, and State laws, regulations, and policies.

21.11-5. All Licensees are subject to ongoing review at least every two (2) years by the Commission.

21.11-6. *Status of Licenses.* The Commission shall notify the Gaming Operation of the status of all Licenses, whether temporary or permanent, including all Commission action to revoke, suspend, or condition a License.

21.11-7. *Commission Licensing Actions.* The Commission may grant, deny, revoke, condition, suspend or reinstate all Licenses, except for Gaming Facilities Licenses, in accordance with this Ordinance. Authority to place conditions on a ~~license~~License may be exercised only upon promulgation of regulations.

21.11-8. *Noncompliance.* The Commission may issue a notice of noncompliance when the Commission has developed regulations that identify procedures that notices of noncompliance may be issued to Licensees and ~~permitees~~permittees which provide an opportunity to correct actions. Such regulations ~~shall~~must include procedures for appeal of such notices. Regulations may include the ability to issue fines not to exceed one thousand dollars ($1000.00) per violation for Gaming Services vendors and ~~permitees~~permittees.

21.12. Gaming Employee License

21.12-1. *Scope of Section.* This ~~Section~~section applies only to Gaming Employee Licenses and licensing actions.

21.12-2. *License Application*. Every Applicant for a License shall file with the Commission a written application in the form prescribed by the Commission, duly executed and verified, which ~~shall~~must certify:

(a) Applicant's full name and all other names used (oral or written), Social Security Number(s), place of birth, date of birth, citizenship, gender, and all languages (spoken or written).

(b) Currently, and for the previous five (5) years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license number(s).

(c) The names and current addresses, of at least three (3) personal references, including one (1) personal reference, who were acquainted with the Applicant during each period of residence listed in subsection (b) above.

(d) Current business and residence telephone numbers.

(e) A description of any existing and previous business relationships with Indian Tribes, including ownership interest in those businesses.

(f) A description of any existing and previous business relationship with the Gaming

industry generally, including ownership interest in those businesses.

(g) The name and address of any licensing or regulatory agency with which the Applicant has filed an application for a license or permit related to ~~gaming~~Gaming, whether or not such ~~licenses~~license or permit was granted.

(h) The name and address of any licensing or regulatory agency with which the Applicant has filed an application for an occupational license or permit, whether or not such ~~licenses~~license or permit was granted.

(i) For each felony conviction or ongoing prosecution or conviction, the charge, the name and address of the court involved, and the date and disposition if any.

(j) For each misdemeanor or ongoing misdemeanor prosecution (excluding violations for which jail time is not part of the potential sentence) within ten (10) years of the date of the application, the name and address of the court involved, and the date and disposition.

(k) For each criminal charge (excluding charges for which jail time is not part of the potential sentence) whether or not there is a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to subsections (i) or (j) of this section, the criminal charge, the name and address of the court involved and the date and disposition.

(l) A photograph.

(m) Fingerprints consistent with procedures adopted by the Commission which meet the criteria set forth in 25 C.F.R. section 522.2(h). The Commission is the agency that takes the fingerprints.

(n) Any other information the Commission deems relevant for a Gaming Employee License.

(o) A statement that each Applicant has read and understands notices and NIGC requirements relating to:

(1) The Privacy Act of 1974;

(2) Fraud and False Statements Act; and

(3) Fair Credit Reporting Act.

21.12-3. *License Qualifications*. No License ~~shall~~may be granted if the Applicant:

(a) Is under the age of eighteen (18).

(b) Unless pardoned for activities under this subsection by the Tribe, or pardoned for activities under this subsection by another Federally-recognized Indian Tribe for an action occurring within the jurisdiction of the Federally-recognized Indian Tribe, or pardoned for activities under this subsection by the state or Federal government, has been convicted of, or entered a plea of guilty or no contest to, any of the following:

(1) Any gambling-related offense;

(2) Any offense involving Fraud or misrepresentation;

(3) Any offense involving a violation of any provision of chs. 562 or 565, Wis. Stats., any rule promulgated by the State of Wisconsin Department of Administration, Division of Gaming or any rule promulgated by the Wisconsin Racing Board;

(4) A felony not addressed in paragraphs (1), (2), or (3), during the immediately preceding ten (10) years; or

(5) Any offense involving the violation of any provision of Tribal law regulating the conduct of Gaming Activities, or any rule or regulation promulgated pursuant thereto.

(c) Is determined to be a person whose prior activities, criminal record, reputation, habits, or associations pose a threat to the public interest or to the effective regulation and control of Gaming or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the operation of Gaming Activities or the carrying on of the business and financial arrangements incidental thereto.

(d) Possesses a financial interest in or management responsibility for any Gaming Activity or Gaming Services vendor, or he or she has any personal, business, or legal relationship which places him or her in a conflict of interest as defined in this Ordinance or the Conflict of Interest Policy.

(e) Each person ~~Licensed~~licensed as a Gaming Employee ~~shall have~~has a continuing obligation to inform the Commission immediately upon the existence of any circumstance or the occurrence of any event which may disqualify him or her from being licensed as a Gaming Employee. Failure to report any such occurrence may result in suspension or revocation of the Gaming Employee's License.

21.12-4. *Initial Eligibility Determination.*

(a) Based on the results of the preliminary Background Investigation, the Commission shall make an initial determination regarding an Applicant's eligibility and either:

(1) Grant a temporary license, with or without conditions, to the Applicant; or

(2) Deny the ~~license~~License application and provide notice to the Applicant that he or she may request a hearing regarding the decision consistent with subsection (b) below.

(b) If the Commission determines that an Applicant is ineligible for a License, the Commission shall notify the Applicant. The Commission shall set forth regulations for an Applicant to review any information discovered during the preliminary Background Investigation prior to scheduling a hearing under section 21.12-~~9~~10. The suspension or revocation hearing provisions set forth at section 21.12-~~8~~9 do not apply to Initial Eligibility Determinations.

21.12-5. *Eligibility Determination and Notification to NIGC~~ Review~~*. When a Gaming Employee begins employment at a Gaming Operation, the Commission shall:

(a) ~~Forward~~Require the Gaming Employee to ~~the NIGC~~submit a completed application for employment that contains the notices and information listed in section 21.12-2~~ and any other necessary reports.~~;

(b) Review the Background Investigation of the ~~Applicant. Based~~Gaming Employee. Within sixty (60) days after a Gaming Employee begins employment at a Gaming Facility under a temporary license, the Commission shall make an eligibility determination regarding whether the Gaming Employee may receive a License based upon the results of the Background Investigation~~, the Commission shall determine the eligibility of the Applicant to receive a License~~.

~~(c) Determine eligibility for a License within sixty (60) days after an Applicant begins work at a Gaming Facility under a temporary license.~~

~~(d) Forward, after determination of eligibility, a report to the NIGC~~ (c) Create an investigative report based on each Background Investigation performed. The investigative report must include the steps in conducting the Background Investigation, results obtained, conclusions reached and the basis for those conclusions.

(d) Prior to issuing a License to a Gaming Employee and within sixty (60) days after the ~~Applicant~~Gaming Employee begins employment at a Gaming Facility~~.~~

~~(1) During a thirty (30) day period, beginning when the NIGC receives a report submitted pursuant to subsection (d) above, the Chairman~~, submit a notice of results of the Background Investigation to the NIGC for inclusion in the Indian Gaming Individual Record System. The notice of ~~the NIGC may request~~results must include the following, provided that any additional or alternate information ~~from the Commission concerning the Applicant. Such a request shall suspend the thirty (30) day period until the Chairman receives the additional information.~~must be forwarded as directed in regulations or rules adopted by NIGC:

~~(2) If, within the thirty (30) day period described in subsection (1) above, the NIGC notifies the Commission that it has no objection to the issuance of a License, the Commission may grant the License to the Applicant.~~

~~(3) If, within the thirty (30) day period described in subsection (1) above, the NIGC provides the Commission with a statement itemizing objections to the issuance of a License, the Commission shall reconsider the application, taking into account the objections itemized by the NIGC. The Commission shall make the final decision whether to issue a License to the Applicant.~~

~~(4~~(1) The Gaming Employee's name, date of birth and social security number.

(2) The date on which the Gaming Employee began employment.

(3) A summary of the information presented in the investigative report, including:

(A) License(s) that have previously been denied;

(B) Gaming licenses that have been revoked, even if subsequently reinstated;

(C) Every known criminal charge brought against the Gaming Employee within the last ten (10) years of the date of the application;

(D) Every felony of which the Gaming Employee has been convicted or any ongoing prosecution.

(4) a copy of the eligibility determination made under section 21.12-5(b).

(e) All applications, Background Investigations, investigative reports, suitability determinations, findings and decisions of the Commission ~~shall~~must be retained in the Commission's files for a period of at least ~~seven (7~~three (3) years from the date the Gaming Employee's employment is terminated.

21.12-6. *License Issuance.* The Commission may issue a License to a Gaming Employee at any time after providing NIGC with a notice of results as required under section 21.12-5(d); however, a Gaming Employee who does not have a License ninety (90) days after the start of employment must have his or her employment terminated. The Commission shall notify the NIGC of the issuance or denial of a License to a Gaming Employee within thirty (30) days after the License is issued or denied.

(a) Any Gaming Employee License issued under this section ~~shall be~~is effective from the date of issuance and ~~shall~~must contain the Gaming Employee's photograph, the Gaming Employee's name, and the date that the License became effective. If a Gaming Employee is promoted, transferred, reassigned, or the position is reclassified, the Gaming Employee shall notify in writing the Commission, and the Commission shall review the Gaming Employee's License. The Commission retains the right to grant, deny, revoke, condition, suspend, or reinstate Licenses subject to the right to appeal the decision under the processes set forth in this Ordinance.

21.12-7. *Requirement to Wear License.* During working hours, all Licensees shall wear their License in a conspicuous place that is plainly visible by all employees, the Nation's ~~gaming~~Gaming patrons and surveillance.

21.12-8. *NIGC Review.*

(a) During a thirty (30) day period, beginning when the NIGC receives a notice of results submitted pursuant to section 21.12-5(d) above, the Chairman of the NIGC may request additional information from the Commission concerning the Gaming Employee. Such a request suspends the thirty (30) day period until the Chairman receives the additional information.

(b) If, within the thirty (30) day period after NIGC receives the notice of results, the NIGC notifies the Commission that it has no objection to the issuance of a License, and the Commission has not yet issued a License to the Gaming Employee, the Commission may grant the License to the Gaming Employee.

(c) If, within the thirty (30) day period after NIGC receives the notice of results, the NIGC provides the Commission with a statement itemizing objections to the issuance of a License, the Commission shall reconsider the application, taking into account the objections itemized by the NIGC. The Commission shall make the final decision whether to issue a License to the Gaming Employee, or if the Gaming Employee has already been licensed, whether to suspend or revoke the License in accordance with section 21.12-9.

(d) Upon receipt of notification from the NIGC that a Gaming Employee who has already been licensed is not eligible for employment, the Commission shall immediately suspend the License in accordance with section 21.12-9.

21.12-9. *Suspension or Revocation of Licenses.* Except as provided in section 21.12-8(d) or 21.12-9(c), no License ~~can~~may be suspended or revoked except after notice and opportunity for hearing.

(a) *Basis for Licensing Action.* The Commission may suspend, condition, or revoke any License issued under this Ordinance if:

(1) After the issuance of a License, the Commission receives from the NIGC or other source reliable information indicating that a Gaming Employee is not eligible for a License under section 21.12-3 or such information would justify the denial of the renewal of any License, the Commission shall issue a written notice of suspension;

(2) The Commission issues a written notice of suspension demonstrating that the Licensee:

(A) Has knowingly made a materially false or misleading statement in any application for a License, in any amendment thereto, or in response to a request by the Commission for supplemental information or in connection with any investigation of the Commission;

(B) Has knowingly promoted, played, or participated in any gaming activity operated in violation of the Compact, Tribal or federal law, and this Ordinance;

(C) Has bribed or attempted to bribe, or has received a bribe from, a Commissioner or any other person in an attempt to avoid or circumvent any applicable law;

(D) Has falsified any books or records relating to any transaction connected with the operation of Gaming Activity;

(E) Has refused to comply with any lawful directive of the Tribe, the Federal government, or any court of competent jurisdiction; or

(F) Has been convicted of, or entered a plea of guilty or no contest to, a crime involving the sale of illegal narcotics or controlled substances.

(b) *Suspension Notice.* The Commission's notice of suspension ~~shall~~must be in writing and ~~shall~~must, at a minimum, notify the Licensee of the following:

(1) The Licensee's right to review a file prior to any hearing regarding the notice of suspension, and to make copies of any documents contained in that file;

(2) The Licensee's right to request a hearing on the proposed licensing action, to present documents and witness testimony at that hearing to be represented by counsel;

(3) The specific grounds upon which the proposed licensing action is based, including citations to relevant sections of this Ordinance, the IGRA, any applicable Regulations and/or the Compact; and

(4) The time and place set by the Commission for the Licensee's hearing.

(c) *Immediate Suspension.* If, in the judgment of the Commission, the public interest, and effective regulation and control of Gaming Activities requires the immediate exclusion of a Licensee, the Commission may immediately suspend a License prior to the conduct of a hearing on the matter. Such an immediate suspension may take effect upon service of the notice of immediate suspension.

(d) Any notice of suspension or notice of immediate suspension ~~shall~~must set forth the times and dates for when the Licensee may review ~~their~~his or her file ~~review~~ and the date for a hearing on any proposed licensing action.

(e) Within fifteen (15) business days after a hearing, the Commission shall issue a final written licensing decision and decide whether to suspend, uphold an immediate suspension, revoke, or take other action concerning a License. If the License was suspended, conditioned or revoked based on information from the NIGC or other source under section 21.12-8(d) or 21.12-9(a)(1), the Commission shall forward a copy of its decision to NIGC within forty-five (45) days of receiving NIGC's or the other source's notification indicating that a Gaming Employee is not eligible for a License.

(f) If a Licensee fails to appear for his or her hearing before the Commission, that right ~~shall be~~is deemed to have been waived and the Commission will proceed on the proposed licensing action by default.

(g) Unless identified in this Ordinance or regulations of the Commission, the hearing processes set forth in the ~~Oneida Administrative Procedures Act shall~~Tribe's administrative procedures law apply.

21.12-~~9~~10. *Original Hearing Body.* Any person aggrieved by a licensing decision of the Commission may appeal the decision by filing a request for an original hearing before the Commission. The Licensee ~~must~~may file any such request with the Commission in writing on or before the fifteenth (15th) day following receipt of the Commission's decision. The Commission shall certify the record, developed in section 21.12-4 or 21.12-~~8~~9(a), within thirty (30) days of the date of the filing of the request for an original hearing. The Commissioners serving on the original hearing body ~~shall~~may not include the Commissioners who participated in the licensing decision from which the original hearing is scheduled. The Commission may determine to review the decision solely on the licensing decision record and briefs filed regarding the request for reconsideration. The Commission may also, in its sole discretion, grant oral argument. The

Commission shall issue a written decision determining whether to uphold the Commission's licensing decision, including whether to revoke or reinstate a License, within one hundred twenty (120) days from receipt of the request for the original hearing. The Commission's decision ~~shall be~~is considered an original hearing decision and an appeal may be made to the Judiciary as an appeal of an original hearing body.

21.12-~~10~~11. *Notice to Oneida Business Committee.* Prior to any suspension or revocation of a License of the gaming general manager, the Commission shall provide notice to the Oneida Business Committee twenty-four (24) hours prior to the issuance of the suspension or revocation.

21.12-~~11~~12. *Record of Proceedings.* The Commission shall maintain a complete and accurate record of all ~~Licensure~~licensure proceedings.

21.12-~~12~~13. Revocation of a License is solely limited to the licensing matter. Employment related processes resulting from revocation of a ~~license~~License are determined solely through the personnel processes and procedures of the Tribe and are not licensing matters governed by this Ordinance.

21.13. Gaming Services Licensing and Non-Gaming Services Permitting

21.13-1. *Scope of Section.* This section applies to all individuals and entities providing Gaming Services. The requirements of this Section are in addition to, and do not alter or amend any requirements imposed by the Oneida Vendor Licensing Law.[2]

21.13-2. *Gaming Services License or Non-Gaming Services Permit Required.*

(a) *Gaming Services License.* Any Gaming Services vendor providing ~~gaming~~Gaming related contract goods or services as defined under Article VII(A) of the Compact to the Gaming Operation ~~must~~shall possess a valid Gaming Services License.

(b) *Non-Gaming Services Permit.* Any vendor providing non-gaming related goods or services to the Gaming Operation ~~must~~shall possess a valid Non-Gaming Services permit.

(c) Determinations regarding the issuance of a License or permit under this section ~~shall~~must be made by the Commission which may be subject to requests for reconsideration by the Gaming Services vendor within fourteen (14) business days of receipt by the Gaming Services vendor of the notice of License or permit determination.

21.13-3. *Approved Gaming Services Vendor List.* The Commission shall maintain an updated and complete list of all Gaming Services vendors that possess current and valid Gaming Services Licenses or Non-Gaming Services permits from the Commission, which ~~shall be~~is known as the Approved License and Permit List. Gaming Operations may only do business with vendors that possess valid and current Gaming Services Licenses or Non-Gaming Services permits and who appear on the Approved License and Permit List.

21.13-4. *Gaming Services License/Permit Application.* Every Applicant for a License or permit shall file with the Commission a written application in the form prescribed by the Commission, duly executed and verified which ~~shall~~must provide and certify the following. Provided that, ~~non-gaming services~~Non-Gaming Services vendors with less than two thousand five hundred dollars ($2,500.00) in services for the prior fiscal year ~~shall~~are only ~~be~~ required to file a notice of doing business with the Commission.

[2] See also Appendix 1. Vendor Licensing/Permit.

(a) The Applicant's name and mailing address;

(b) The names and addresses of each officer or management official of the Applicant;

(c) A copy of the Applicant's articles of incorporation and by-laws, or if not a corporation, the Applicant's organizational documents;

(d) Identification of an agent of service for the Applicant;

(e) The name and address of each person having a direct or indirect financial interest in the Applicant;

(f) The nature of the License or permit applied for, describing the activity to be engaged in under the License or permit;

(g) Explicit and detailed disclosure of any criminal record, including any delinquent taxes owed to the United States, or any state, of the Applicant, any person involved in the organization, and any person of interest whose name appears or is required to appear on the application;

(h) Whether the Applicant is or has been licensed by the state of Wisconsin Office of Indian Gaming Regulation and Compliance and, if applicable, proof of current licensure;

(i) Whether the Applicant has been licensed in the state of New Jersey, Nevada, or by any other gaming jurisdiction, including any Indian Tribe or Tribal governmental organization and, if so, proof of such licensure and the status of any such ~~license~~License;

(j) Whether the Applicant has been denied a ~~license~~License by any gaming jurisdiction and, if so, the identity of the jurisdiction, the date of such decision and the circumstances surrounding that decision;

(k) Whether any ~~license~~License held by the Applicant has been refused renewal, conditioned, suspended or revoked by an issuing authority and, if so, the circumstances surrounding that action;

(l) A statement of waiver allowing the Tribe to conduct a Background Investigation of the Applicant and any person whose name appears or is required to appear on the application;

(m) Whether the Applicant or any person whose name appears or is required to appear on the application has or has had any business with the Tribe or any business or personal relationship with any of the Tribe's officers or employees;

(n) The name and contact information for all Tribes or Tribal organizations with whom the Applicant or any person whose name appears or is required to appear on the application has done business;

(o) Whether the Applicant or any person whose name appears or is required to appear on the application maintains any involvement in the business of wholesale distribution of alcoholic beverages;

(p) A statement that the Applicant has read and understands notices and NIGC requirements relating to:

(1) The Privacy Act of 1974;

(2) False statements; and

(3) The Fair Credit Reporting Act.

(q) All additional information necessary to allow the Commission to investigate the Applicant and any person whose name appears or is required to appear on the application.

21.13-5. *Signature on Application.* Applications for Licenses or permits must be signed by the following person:

(a) For companies and corporations (both for profit and non-profit), the highest ranking

official of the corporation, or another person to whom the authority to execute the Application has been properly delegated.

(b) For a sole proprietorship, the principal owner.

(c) For a partnership, all partners.

(d) For a limited partnership, the general partner or partners.

21.13-6. *Incomplete Applications.* Applications that do not contain all information requested, including proper signatures, will be considered incomplete. Incomplete applications will not be considered by the Commission. The Commission shall notify an Applicant if an application is incomplete and what additional information is necessary to complete the application. If an Applicant who has submitted an incomplete application, and been notified of the deficiency in that application, fails to provide the information requested by the Commission, the application will be returned to the Applicant and the file closed.

21.13-7. *Supplemental Information.* The Commission may, in its discretion, request supplemental information from the Applicant. Supplemental information requested by the Commission ~~shall~~must be promptly submitted by the Applicant. An Applicant's failure or refusal to submit supplemental information requested by the Commission may constitute grounds for the denial of the application.

21.13-8. *Continuing Duty to Provide Information.* Applicants, ~~permitees~~permittees, and Licensees owe a continuing duty to provide the Commission with information and materials relevant to the Applicant's, permittee's, or Licensee's character or fitness to be licensed, including but not limited to any change in the licensing or permitting status of the Applicant, permittee, or Licensee in any foreign jurisdiction. An Applicant's, permittee's, or Licensee's failure to notify the Commission promptly of inaccuracies on an application or new information or materials relevant to the Applicant may constitute grounds to deny, suspend or revoke a License or permit.

21.13-9. *Background Investigations.* Background Investigations for Gaming Services vendors ~~shall~~must be conducted as follows.

(a) *Gaming Related Equipment Gaming Services Vendors under Fifty Thousand Dollars ($50,000.00) in Goods and/or Services Annually.* The Commission shall conduct the Background Investigations that are sufficient to determine the eligibility for licensing of all Gaming Services vendors that provide or anticipate providing under fifty thousand dollars ($50,000.00) in goods and services annually.

(b) *Gaming Related Equipment Gaming Services Vendors over Fifty Thousand Dollars ($50,000.00) in Goods and/or Services Annually.* The Commission shall review the background investigation conducted by the Wisconsin Office of Indian Gaming Regulation, and shall conduct any necessary additional Background Investigation to ensure that the state background investigation is complete and current.

(c) *Other Non-Gaming Related Goods and/or Services Gaming Services Vendors.* The Commission shall conduct Background Investigations on a sufficient number of randomly selected applications in order to verify the accuracy of all applications. The random selection process ~~shall~~must be identified by regulation of the Commission.

21.13-10. *Licensing Action in a Foreign Jurisdiction.* If the states of Wisconsin, New Jersey, Nevada or any other gaming jurisdiction refuses to renew a ~~license~~License or permit or conditions, suspends, or revokes the ~~license~~License or permit of an Applicant, ~~permitee~~permittee, or Licensee, such action may constitute grounds for similar action by the Commission.

21.13-11. *Claim of Privilege.* At any time during the licensing or permitting process, the Applicant may claim any privilege afforded by law. An Applicant's claim of privilege with respect to the production of requested information or documents or the provision of required testimony or evidence may constitute grounds for the denial, suspension or revocation of a ~~license~~License or permit.

21.13-12. *Withdrawal of an Application.* An Applicant may request to withdraw an application by submitting a written request to the Commission. The Commission retains the right, in its exclusive discretion, to grant or deny a request for withdrawal. An Applicant who withdraws an application ~~shall be~~is precluded from reapplying for a Gaming Services License or Non-Gaming Services permit for a period of one (1) year from the date the application was withdrawn.

21.13-13. *Suspension or Revocation of Gaming Services Licenses or Permits.* Except as provided in section 21.13-13(c), no License or permit ~~can~~may be suspended or revoked except after notice and opportunity for hearing.

(a) *Basis for Licensing or Permitting Action.* The Commission may suspend, modify, or revoke any Gaming Services License or Non-Gaming Services permit issued under this Ordinance if, after issuance of the License or permit, the Commission receives reliable information that would justify denial of the issuance or renewal of a License or permit, or if the Commission determines that the Licensee or ~~permitee~~permittee has:

(1) Knowingly made a materially false or misleading statement in any application for a License or permit, in any amendment thereto, or in response to a request by the Commission for supplemental information or in connection with any investigation of the Commission;

(2) Knowingly promoted, played, or participated in any Gaming Activity operated in violation of the Compact, or any Tribal or other applicable law;

(3) Bribed or attempted to bribe a Commissioner or any other person in an attempt to avoid or circumvent any applicable law;

(4) Falsified any books or records relating to any transaction connected with operation of Gaming Activity;

(5) Refused to comply with a lawful directive of the Tribe, the federal government, or any court of competent jurisdiction; or

(6) Been convicted of, or entered a plea of guilty or no contest to, a crime involving the sale of illegal narcotics or controlled substances.

(b) *Suspension Notice.* The Commission shall provide a Licensee or ~~permitee~~permittee with written notice of suspension, which ~~shall~~must, at a minimum, notify the Licensee or ~~permitee~~permittee of the following:

(1) The Licensee's or ~~permitee's~~permittee's right to conduct a file review prior to any hearing regarding the notice of suspension, and to make copies of any documents in that file;

(2) The Licensee's or ~~permitee's~~permittee's right to present documents and witness testimony at the hearing and to be represented by counsel;

(3) The specific grounds upon which the suspension is based, including citations to relevant sections of this Ordinance, the IGRA, any applicable regulations and/or the Compact; and

(4) The time and place set by the Commission for the Licensee's or ~~permitee's~~permittee's file review and hearing.

(c) *Immediate Suspension.* If, in the judgment of the Commission, the public interest,

and effective regulation and control of others require the immediate exclusion of a Licensee or ~~permitee~~permittee, the Commission may immediately suspend a License or permit prior to a hearing on the matter. Such an immediate suspension ~~shall take~~takes effect upon service of the notice of immediate suspension.

(d) *File Review and Hearing.* Any notice of suspension or notice of immediate suspension ~~shall~~must set forth the time and date for the Licensee or ~~permitee~~permittee to conduct a file review and for a hearing.

(e) *Final Written Decision.* Within fifteen (15) business days after a hearing, the Commission shall issue a final written decision and decide whether to suspend, uphold an immediate suspension, revoke, or take other action concerning a License or permit.

(f) *Default.* If a Licensee or ~~permitee~~permittee fails to appear for his or her hearing before the Commission, that right ~~shall be~~is deemed to have been waived and the Commission will proceed on the proposed licensing action by default.

(g) Unless identified in this Ordinance or regulations of the Commission, the hearing processes set forth in the Oneida Administrative Procedures Act ~~shall~~ apply.

21.13-14. *Original Hearing Body.* Any person aggrieved by a licensing or permitting decision of the Commission may appeal the decision by filing a request for an original hearing before the Commission. The Applicant, Licensee or permittee ~~must~~may file such request with the Commission in writing on or before the fifteenth (15th) day following the receipt of the Commission's decision. The Commission shall certify the record, developed in section 21.13-9 or 21. 13 -13(a), within thirty (30) days of the date of the filing on the request for an original hearing. The Commissioners participating in the initial licensing or permitting decision ~~shall~~may not participate in the original hearing. The Commission may determine to review the decision solely on the licensing or permitting decision record and briefs filed regarding the request for reconsideration. The Commission may also, in its sole discretion, grant oral argument. The Commission shall issue a written decision within one hundred twenty (120) days from receipt of the request for the original hearing. The Commission's decision ~~shall be~~is considered an original hearing decision and an appeal may be made to the Judiciary as an appeal of an original hearing body.

21.14. Gaming Facility License

21.14-1. The construction and maintenance of any Gaming Facility, and the operation of Gaming Activities, ~~shall~~must be conducted in a manner which adequately protects the environment and the public health and safety, and ~~shall~~must comply with requirements of the Compact and all other applicable health, safety, and environmental standards.

21.14-2. The Oneida Business Committee ~~shall~~must receive, review and grant or deny any application for licensing any Gaming Facilities located within the Reservation. Applicants shall provide the Oneida Business Committee sufficient information to show the following:

(a) The Gaming Facility meets all applicable Federal and Tribal health and safety standards.

(1) To show compliance with applicable health and safety standards, Gaming Operator shall submit certified copies of Compliance Certificates issued by the agencies responsible for the enforcement of the health and safety standards.

(2) If health and safety standards are not met, proof must be submitted by Gaming Operator that the Gaming Facility is in the process of improvements which will place the Gaming Facility in compliance with the applicable standards.

(b) The Gaming Facility meets applicable federal and Tribal environmental standards.

(1) To show compliance with applicable environmental standards, Gaming Operator shall submit certified copies of an Environmental Assessment of the Gaming Facility which were prepared by the agency responsible for the enforcement of applicable environmental standards.

(2) If the applicable environmental standards are not met, proof must be submitted by Gaming Operator that ~~remediation~~Remediation of the Gaming Facility is being actively sought which will place the Gaming Facility in compliance with the applicable standards.

21.14-3. Upon receipt and review of the above information, the Oneida Business Committee shall deliberate and either grant or deny for failure to meet the requirements of protecting the health and safety of patrons, public and employees of a Gaming Facility License to the Applicant. The Oneida Business Committee shall submit to the NIGC a copy of each Gaming Facility License issued.

21.14-4. If the Oneida Environmental, Health and Safety Department notifies the Oneida Business Committee that a Gaming Facility will be closed by a governmental agency with proper authority due to environmental, health or safety concerns, the Oneida Business Committee shall suspend the License of the Gaming Facility. The Oneida Business Committee shall re-License the Gaming Facility after receiving the information required in section 21.14-2.

21.15. Gaming Operator License

21.15-1. *Consent to Jurisdiction.* The application for License and the conduct of Gaming within the jurisdiction of the Tribe ~~shall be~~is considered consent to the jurisdiction of the Tribe in all matters arising from the conduct of Gaming, and all matters arising under any of the provisions of this Ordinance or other Tribal laws.

21.15-2. *License Required.* No Gaming Operator ~~shall~~may conduct Gaming Activity unless such entity holds a valid and current Gaming Operator License issued by the Commission.

21.15-3. *Types of Licenses.* The Commission may issue each of the following types of Gaming Operator Licenses:

(a) *Tribally-Owned or Tribally-Operated Class II.* This License ~~shall be~~is required of all Tribally-owned or Tribally-operated Gaming Operations operating one or more Class II Gaming Activities.

(b) *Tribally-Owned or Tribally-Operated Class III.* This License ~~shall be~~is required for all Tribally-owned or Tribally-operated Gaming Operations operating one or more Class III Gaming Activities.

21.15-4. *Gaming Operator License Qualifications.* The Commission shall issue a Gaming Operator License to any Gaming Operation if:

(a) The Gaming Operation is to be located within the Reservation, or land taken into trust after October 17, 1988, for Gaming purposes;

(b) The Gaming Activity proposed to be played at the Gaming Operation is Class II or Class III Gaming as defined by this Ordinance and IGRA; and

(c) The proposed Gaming Operation is authorized by a resolution of the Oneida Business Committee.

21.15-5. *Provisions of General Applicability to All Gaming Operators.*

(a) *Site and Gaming Operator Specified.* Each Gaming Operator License ~~shall~~may be applicable only to one (1) Gaming Operation and the Gaming Facility named on the

License.

(b) *License Not Assignable.* No Gaming Operator License ~~shall~~may be sold, lent, assigned or otherwise transferred.

(c) *Regulations Posted or Available.* Each Gaming Operator ~~shall~~must have a copy of this Ordinance and any regulations promulgated thereunder available for inspection by any person at each Gaming Facility.

(d) *Display of License.* Each Gaming Operator ~~shall~~must prominently display its License at each Gaming Facility.

21.15-6. *Grandfathered Gaming Facilities.* All Gaming Operators operating on the effective date of July 5, 2007, are hereby granted a License under this section.

21.15-7. *License Application Fees and License Taxes.* No application fees or License taxes ~~shall~~may be required by the Tribe for a Gaming Operator License.

21.15-8. *Closure of a Gaming Operation.* If the Commission finds that any Gaming Operation is operating in violation of this Ordinance, or otherwise presents a threat to the public, the Commission shall immediately notify the Oneida Business Committee. The Oneida Business Committee may close any Gaming Operation temporarily or permanently at any time with or without cause, at its sole discretion.

21.16. Games

21.16-1. Class II and Class III Games are hereby authorized by this Ordinance.

21.16-2. *Gaming Procedures.* Games operated under this Ordinance ~~shall~~must be consistent with the Compact and any amendments thereto and the Internal Control Standards and Rules of Play of the Gaming Operation.

21.16-3. *Who May Not Play.* It is the policy of the Tribe that particular Gaming Employees, employees of the ~~Gaming~~ Commission, particular governmental officials, and consultants who directly advise the Commission or employees at Gaming Facilities regarding gaming related activities may not participate in Gaming Activities conducted at Gaming Operations. At a minimum, members of the Oneida Business Committee, the Commission, the gaming general manager, assistant gaming general managers, directors of individual Games and assistant directors of individual Games may not participate in any Gaming Activity within the Reservation.

(a) The Oneida Business Committee may identify by resolution additional positions restrictions on Gaming Activity conducted at Gaming Facilities. Such resolution ~~shall~~must be on file with the Commission.

(b) The Commission and Senior Gaming Management shall each develop and maintain their own standard operating procedure identifying other positions and any applicable restrictions on Gaming Activity conducted at Gaming Facilities. The standard operating procedure and the list of positions ~~shall~~must be on file with the Commission.

21.17. Allocation of Gaming Funds

21.17-1. Net Gaming revenues may only be used for the following purposes:

(a) To fund Tribal government operations, programs, or services.

(b) To provide for the general welfare of the Tribe and its members; provided that per capita payments may only be made pursuant to an approved revenue allocation plan.

(c) To promote Tribal economic development.

(d) To contribute to charitable organizations.

(e) To assist in funding operations of other local governments.

(f) To fund programs designed to provide education, referrals, and treatment of Gaming addiction disorders.

(g) Any other purpose as determined by the Oneida General Tribal Council or the Oneida Business Committee which is not inconsistent with the Constitution of the Tribe and IGRA.

21.18. Audits

21.18-1. *Annual Audit.* An annual audit of each Gaming Operation ~~shall~~must be conducted by an independent, certified public accounting firm according to generally accepted accounting principles. Copies of the annual audit ~~will~~must be provided to the Oneida Business Committee, the Oneida Audit Committee, the Commission, and the NIGC by said certified public accounting firm.

(a) All contracts for supplies, services, or concessions for the Gaming Operations in excess of twenty-five thousand dollars ($25,000.00) are subject to audit as prescribed in this section. Contracts for legal services and accounting services are exempt from this requirement.

21.18-2. *Other Audits.* All audits, other than the annual audit under section 21.18-1, ~~shall~~must be conducted pursuant to the Oneida Audit Law or any other applicable law of the Tribe, and other audits authorized under the Compact.

21.18-3. *Request for Audits.* Any audit, except the annual audit which is mandated by IGRA, may be authorized at any time by the Oneida General Tribal Council, the Oneida Business Committee or the Oneida Audit Committee.

21.19. Enforcement and Penalties

21.19-1. No individual or entity may own or operate a Gaming Facility unless specifically authorized to do so pursuant to this Ordinance.

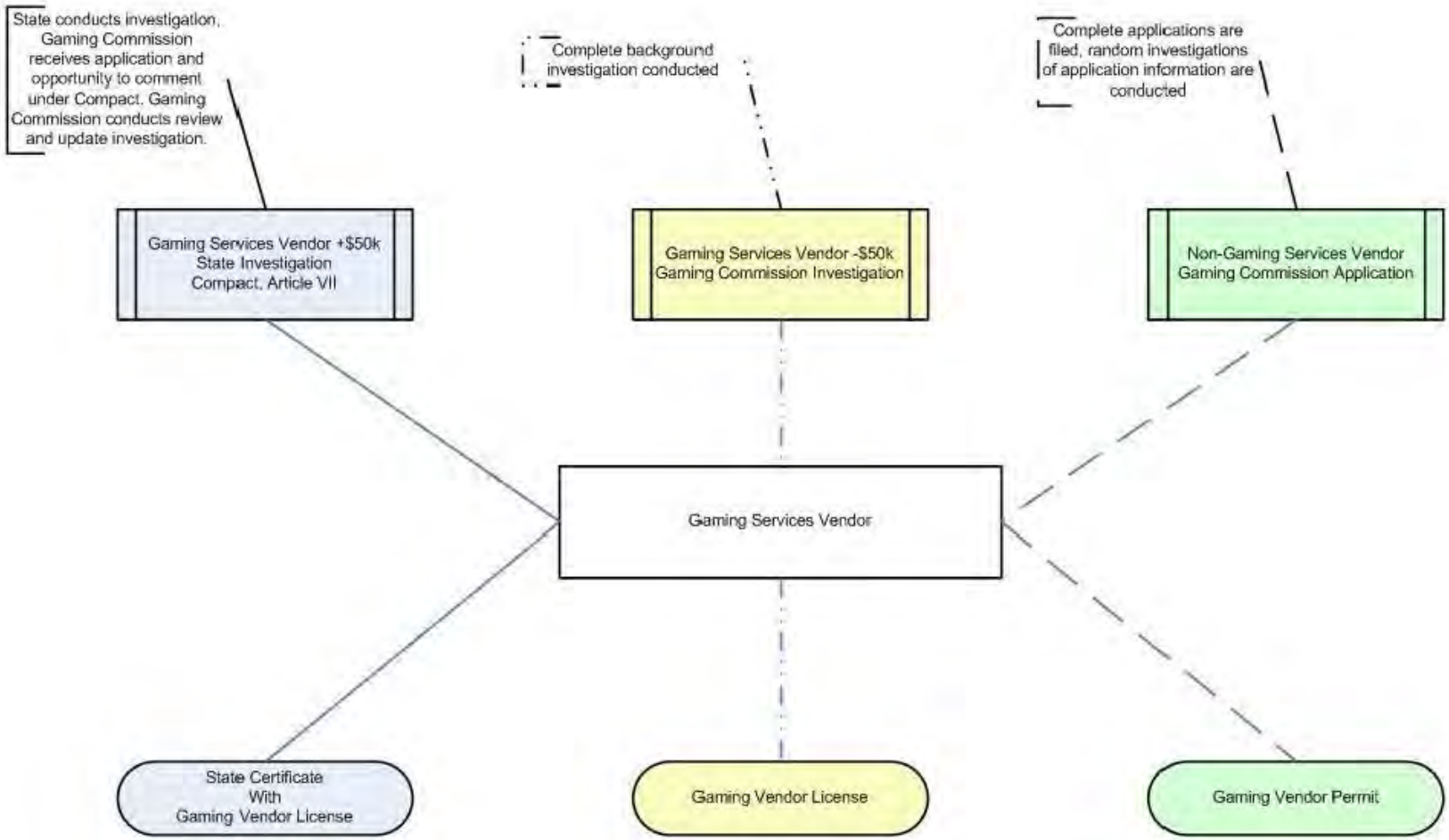
21.19-2. *Violations/Prosecutions*. Violators of this Ordinance may be subject to disciplinary action and civil and/or criminal prosecutions.

21.19-3. *Remedies*. The Oneida Business Committee may authorize commencement of an action in any court of competent jurisdiction to recover losses, restitution, and forfeitures resulting from violations of this Ordinance.

End.

Adopted	GTC-7-05-04-A
Emergency ~~Amendment~~Amended	BC-7-14-04-A
Amendment	BC-10-06-04-D
Emergency ~~Amendment~~Amended	BC-11-03-04-A
Permanent Adoption	BC-3-23-05-C
Amended	BC-9-23-09-D
Amended	BC-06-25-14-~~B~~C (effective 11 01 2014)
Emergency Amended	BC-10-08-14-C (effective 11 01 2014)

Appendix 1. Vendor License/Permit



Oneida Business Committee Agenda Request

VI.B Adopt resolution titled Designating Representatives for the Wisconsin Tribal Conservation Advisory Council (WTCAC)

1. Meeting Date Requested: 09 / 09 / 15

2. General Information:

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

Agenda Header: Resolutions

☐ Accept as Information only

☒ Action - please describe:

Adopt resolution Designating Representatives for the Wisconsin Tribal Conservation Advisory Council (WTCAC)

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, Council Member

Primary Requestor: Danelle Wilson, Legislative Assistant/Office of Tehassi Hill
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin

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

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 possble.

BC Resolution _____
Resolution Designating Representatives for the Wisconsin Tribal Conservation Advisory Council (WTCAC)

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

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and

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

WHEREAS, the Wisconsin Tribal Conservation Advisory Council (WTCAC) was established for the purpose of assisting American Indian Tribes with environmental issues, as is more fully set out in the WTCAC By-Laws, which are attached hereto and incorporated herein by this reference; and

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a Member Tribe of the Wisconsin Tribal Conservation Advisory Council; and

WHEREAS, WTCAC By-Laws require each Member Tribe to designate up to two representatives to serve on the Council of Representatives of the Association and allow Member Tribe's to designate an alternate, should neither representative be able to attend a meeting of the Council of Representatives of the Association; and

NOW THEREFORE BE IT RESOLVED, that the Oneida Tribe of Indians of Wisconsin designates Tehassi Hill, Business Committee Council Member, and Patrick Pelky, Oneida Environmental, Health & Safety Director, to serve as the Tribe's Council Representatives and designates Jeff Mears, Oneida Environmental Area Manager Director, to serve as the alternate representative to the Wisconsin Tribal Conservation Advisory Council.

Oneida Business Committee Agenda Request

VII.A. Appoint John Brueninger to the Oneida Nation Veterans Affairs Committee

1. Meeting Date Requested: 09 / 09 / 15

2. General Information:

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

Agenda Header: New Business

☐ Accept as Information only

☒ Action - please describe:

Business Committee approval to appoint John Brueninger to the Oneida Nation Veterans Affairs Committee (ONVAC).

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☐ Other:

1. Memo
2.
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Cristina Danforth, Tribal Chairwoman

Primary Requestor: Mary C. Graves, Chairwoman's Assistant
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin
BUSINESS COMMITTEE

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

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.

P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040

MEMORANDUM

TO: Oneida Business Committee

FROM: Chairwoman Tina Danforth CSD

DATE: August 26, 2015

RE: Oneida Nation Veterans Affairs Committee

There was one (1) applicant for one (1) vacancy on the Oneida Nation Veterans Affairs Committee (ONVAC). The applicant was John Brueninger.

Qualifications for ONVAC are:

a) The Veterans Affairs Committee will be made up of members of the Oneida Tribe of Indians of Wisconsin who have served honorably on active duty in the Armed Forces of the United States of America.
b) Members shall have been inducted into, or voluntarily entered, active duty in one of the service branches of the Armed Forces of the United States of America and who did not receive a discharge from active duty with that branch of the Armed Forces of the United States of America due to "less than honorable conditions."
c) Must have been on active duty by serving one hundred eighty-one (181) days or more of continuous active duty unless discharged early, with less than one hundred eighty-one (181) days active duty, for a service connected disability.
d) Served as a member of the Selected Reserve and who has completed at least six (6) years in the Reserves or National Guard, or who was discharged early because of a service connected disability.

e) Shall be a citizen in good standing in the Oneida Community.
f) Terms of office shall be for a period of three (3) years.

The candidate is currently a member of ONVAC and this is his vacancy. He is not currently serving on any other Boards, Committees, or Commissions.

The candidate is qualified to serve. In accordance with Article VI., Section 6-2(c) of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend John Brueninger be appointed to serve on the Oneida Nation Veterans Affairs Committee.

Thank You.

Oneida Business Committee Agenda Request

VIII.A.01. Accept Legislative Operating Committee meeting minutes of August 19, 2015

1. Meeting Date Requested: 9 / 9 / 15

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:

Accept August 19, 2015 LOC Meeting Minutes

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1. Minutes
2.
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Brandon Stevens, Council Member

Primary Requestor: Krystal John, Staff Attorney
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The purpose of this request is to ask the OBC to accept the attached August 19, 2015 LOC meeting minutes. In accordance with the LOC Bylaws, all minutes shall be submitted to the Tribal Secretary's Office within 30 calendar days after approval by the LOC [See LOC Bylaws, 4-2(a)].

Action Requested:
Accept the LOC meeting minutes of August 19, 2015.

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 Tribe of Indians of Wisconsin

Legislative Reference Office
P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214
http://oneida-nsn.gov/LOC

Committee Members
Brandon Stevens, Chairperson
Tehassi Hill, Vice Chairperson
Fawn Billie, Councilmember
David P. Jordan, Councilmember
Jennifer Webster, Councilmember

LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2nd Floor Norbert Hill Center
August 19, 2015 9:00 a.m.

PRESENT: Brandon Stevens, Tehassi Hill, David P. Jordan, Fawn Billie, Jennifer Webster
OTHERS PRESENT: Taniquelle Thurner, Candice Skenandore, Douglass McIntyre, Fawn Cottrell, Rhiannon Metoxen, Danelle Wilson, Evander Delgado.

I. Call To Order and Approval of the Agenda

Brandon Stevens called the August 19, 2015 Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by David P. Jordan to adopt the agenda; seconded by Tehassi Hill. Motion carried unanimously.

II. Minutes to be approved

1. **August 5, 2015 LOC Meeting Minutes**
   Motion by David P. Jordan to approve the August 5, 2015 LOC meeting minutes; seconded by Fawn Billie. Motion carried, with Jennifer Webster abstaining.

III. Current Business

1. **Administrative Procedures Act Emergency Extensions** *(01:18 - 04:02)*
   Motion by Jennifer Webster to approve the resolution extending the Administrative Procedures Act Emergency Amendments and forward to the Oneida Business Committee for consideration; seconded by Fawn Billie. Motion carried unanimously.

2. **Election Board Bylaws Amendments** *(04:10 - 05:50)*
   Motion by David P. Jordan to accept the sponsor's report and defer the Election Board Bylaws Amendments back to the sponsor until after the new Election Board officers are sworn in; seconded by Jennifer Webster. Motion carried unanimously.

3. **ONGO Amendments** *(05:55 - 09:33)*
   Motion by David P. Jordan to accept the public meeting comments regarding the ONGO Amendments and defer this item to a work meeting; seconded by Fawn Billie. Motion carried unanimously.

4. **Comprehensive Policy Governing Boards, Committees and Commissions Amendments** *(09:34 – 10:55)*

Motion by Jennifer Webster to defer the Comprehensive Policy Governing Boards, Committees and Commissions Amendments to the Legislative Reference Office for legislative analysis and to the Finance Department for a fiscal impact statement; seconded by David P. Jordan. Motion carried unanimously.

5. **Rulemaking Law** *(10:56-35:16)*
   Motion by Fawn Billie to defer the Rulemaking Law, with the noted changes, to the Legislative Reference Office for legislative analysis and to the Finance Department for a fiscal impact statement; and to bring an update to the September 16, 2015 LOC meeting and to bring back the legislative analysis within 60 days; seconded by Tehassi Hill. Motion carried unanimously.

6. **Back Pay Policy Amendments** *(35:29 -38:27)*
   Motion by Jennifer Webster to accept the memorandum regarding the status of the Back Pay Policy Amendments as FYI; seconded by Fawn Billie. Motion carried unanimously.

7. **Petition: Cornelius-4 Resolutions (Investigate 7 Gens, 7 Gens Return Money, Freedom of Press, Impose Tax on OBC)** *(38:28 - 52:44)*
   Motion by David P. Jordan to accept the four statements of effect regarding the Petition: Cornelius 4 Resolutions (Investigate 7 Gens, 7 Gens Return Money, Freedom of Press, Impose Tax on OBC) with the noted changes and forward them to the Oneida Business Committee for consideration; seconded by Fawn Billie. Motion carried unanimously.

8. **Oneida Flag Code** *(52:53 - 58:12)*
   Motion by David P. Jordan to accept the legislative analysis, extend the financial impact statement, and direct the Legislative Reference Office to bring the Oneida Flag Code back to the next LOC meeting, to set a date for a Public Meeting, and to make the changes from "Oneida Nation" back to "Oneida Indian Tribe of Wisconsin"; seconded by Fawn Billie. Motion carried unanimously.

IV. New Submissions

1. **Compliance and Enforcement Law** *(58:14 – 1:02:16)*
   Motion by David P. Jordan to add the Compliance and Enforcement Law to the active files list, noting that he will be the sponsor; seconded by Tehassi Hill. Motion carried unanimously.

2. **Tribal Secured Transactions Law** *(01:02:18 – 01:03:07)*
   Motion by David P. Jordan to add the Tribal Secured Transactions Law to the active files list with himself as the sponsor; seconded by Tehassi Hill. Motion carried unanimously.

V. Additions

VI. Administrative Updates

1. **LOC Priority List Update** *(01:03:08 – 01:09:18)*
   Motion by David P. Jordan to update the LOC Priority List to include the Compliance and Enforcement Law and Tribal Secured Transactions Law to the LOC Priorities and forward the LOC Priority List to an Oneida Business Committee work meeting; seconded by Jennifer Webster. Motion carried unanimously.

David Jordan: I would like to make a note that I would like the Compliance and Enforcement Law and the Tribal Secured Transactions Law to be set for 2017's budget; it would be a budget change to add these two laws, for staffing; so 2017 is the target date.

VII. Executive Session

VIII. Recess/Adjourn

Motion by David P. Jordan to adjourn the August 18, 2015 Legislative Operating Committee Meeting at 10:10 a.m.; seconded by Fawn Billie. Motion carried unanimously.

Oneida Business Committee Agenda Request

VIII.B. 01. Approve Finance Committee meeting minutes of August 31, 2015

1. Meeting Date Requested: 09 / 09 / 15

2. General Information:

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

Agenda Header: Minutes

☐ Accept as Information only

☒ Action - please describe:

BC approval of Finance Committee Meeting Minutes of August 31, 2015

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1. FC Mtg Minutes of 08/31/15
2. FC E-Poll approving 08/31/15 Minutes
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Trish King, Tribal Treasurer

Primary Requestor: Denise Vigue, Executive Assistant/Finance Committee
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:

Oneida Business Committee approval is required to approve all Finance Committee meeting actions as the FC is a standing committee of the OBC. -

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 FINANCE COMMITTEE

August 31, 2015 – 10:00 A.M.

Business Committee Executive Conference Room

REGULAR MEETING MINUTES

Members Present:

Patricia King, Treasurer/FC Chair
Jenny Webster, BC Council Member
Patrick Stensloff, Purchasing Director
Wesley Martin, Jr., Community Elder member
Larry Barton, CFO/FC Vice-Chair
David Jordan, BC Council Member
Chad Fuss, FC Alternate/Gaming AGM

Others Present: Troy D. Parr, Dr. Ravi Vir, Debbie Danforth, Nicole Rommel, Shakira Rasmussen, Mari Kriescher, Judith Nicholas, Constance Danforth, Tim Zellmer and Denise Vigue, FC Recording Secretary

I. **Call to Order:** The meeting was called to order by the FC Chair at 9:58 A.M.

II. **Approval of Agenda:** Motion by Larry Barton to approve the Aug. 31, 2015 Finance Committee agenda with one ADD On under Capital Expenditures, one ADD On under the Community Fund and one discussion under FYI regarding laptops. Seconded by David Jordan. Motion carried unanimously.

III. **Approval of Minutes:**

1. **August 21, 2015 (approved via FC E-Poll on August 24, 2015):**

   Motion by David Jordan to ratify the FC E-Poll action of Aug. 24, 2015 approving the Finance Committee meeting minutes of Aug. 21, 2015. Seconded by Chad Fuss. Motion carried unanimously.

IV. **Tabled Business:** No tabled business

V. **Capital Expenditures:**

1. **ADD ON: Miron Construction** — Amount: $242,751.00
   Tim Skenandore, Gaming Facilities

There was no one present from Facilities to explain request. Chad Fuss was not familiar with request, but his understanding was to reallocate FY15 Capital Expenditures for savings in FY16. He could not say if there was an immediate need and would prefer to defer until budget passed.

Motion by Larry Barton to table the Miron Construction request from Facilities until after the FY16 Budget is approved. Seconded by Wesley Martin, Jr. Motion carried unanimously.

VI. **New Business:**

1. **FY16 Blanket PO -Ovations (Cash & CC)** — Amount: $2,000,000.
   Chad Fuss, Gaming Administration

Chad Fuss explained the nature of the contract with Ovations including the cash and credit card, comps for patrons and profit and loss. (Items 1-3) There is not an immediate need and items could be deferred to next meeting in order to get more information to Trish and the rest of the BC for their better understanding of this contract.

Motion by David Jordan to table New Business items #1- #3 until the next Finance Committee meeting. Seconded by Wesley Martin, Jr. Motion carried unanimously.

2. **FY16 Blanket PO -Ovations (Comps)** — Amount: $840,000.
   Chad Fuss, Gaming Administration

- See motion in NB #1

3. **FY16 Blanket PO -Ovations (P&L)** — Amount: $1,600,000.
   Chad Fuss, Gaming Administration

- See motion in NB #1

4. Revised Ovations Contract
Item was for backup information only to NB 1-3 and can be deleted

Motion by David Jordan to delete this item from the agenda. Seconded by Larry Barton. Motion carried unanimously.

5. FY16 Blanket PO -Badger Liquor Amount: $340,590.
Chad Fuss, Gaming Administration

Motion by David Jordan to approve New Business items #5- #9 in the stated amounts. Seconded by Larry Barton. Motion carried unanimously.

6. FY16 Blanket PO -Dean Distributing Amount: $552,328.
Chad Fuss, Gaming Administration
- See motion in NB #5

7. FY16 Blanket PO -General Beverage Amount: $428,590.
Chad Fuss, Gaming Administration
- See motion in NB #5

8. FY16 Blanket PO -Kay Beer Amount: $320,164.
Chad Fuss, Gaming Administration
- See motion in NB #5

9. FY16 Blanket PO -Triangle Distributing Amount: $552,328.
Chad Fuss, Gaming Administration
- See motion in NB #5

10. FY16 Blanket PO -Bally Technologies
Franklin Cornelius, Table Games

Motion by David Jordan to approve the FY16 Blanket Purchase Order for Bally Technologies for Table Games equipment in the amount of $360,792.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

11. Badger Liquor FY15 PO Increase
Judith Nicolas, Food & Beverages Manager

Judith was present to explain need for Purchase Order increase; this is for the Lodge to carry them through the end of FY15; this is a sole source item. There was a discussion on whether all goods from this vendor are under one Purchase Order or if separate and if all receive same discounts.

Motion by Larry Barton to approve the FY15 Purchase Order increase in the amount of $25,000.00. Seconded by David Jordan. Motion carried unanimously.

12. Northeast Asphalt - Repaving Standing Stone Road
James Petitjean, Tribal Transportation

Troy Parr was present to discuss this request; this is part of the TTP budget and it includes work to repave Standing Stone Road; it is part of an ongoing maintenance agreement; contract is through TTP and is BIA grant funded; it is sole source as they were only bidder to respond.

Motion by Wesley Martin, Jr. to approve the Northeast Asphalt agreement for the repaving of Standing Stone Road in the amount of $96,883.35 noting funding is from BIA grant. Seconded by David Jordan. Motion carried unanimously.

Jennifer Webster arrived at 10:12 A.M.

13. OTIE - 2 year Blanket PO
Nicole Rommel, DOLM

Nicole was present to explain this 2 year contract; services are for their various rentals and dream homes for repairs and finish construction such as doors, siding windows, and garage door installation, OTIE was not the lowest bid but lowest bidder ruled out when they didn't provide additional information. There was a lengthy discussion about the bidding and selection process and what is fair and equitable to vendors; specifically if contract is not awarded to lowest bidder why would vendors continue to submit bids, need is to be more proactive with bids for a fair and consistent process.

Motion by Larry Barton to approve this 2 year contract in the amount of $100,000. and on a go forward basis that DOLM work with Purchasing all through the bid and selection process. Seconded by Wesley Martin, Jr.

For: Larry Barton, Wesley Martin, Jr., Chad Fuss; Opposed: David Jordan, Patrick Stensloff, Jennifer Webster. As there was a tie, FC Chairwoman King voted in favor of motion. Motion carried.

14. HVS Production -multi-year contract
Brenda Mendolla-Buckley, Gaming Marketing

Brenda and Mary Wasurick were present to discuss this 3 year contract; this is the Casino's advertising agency they utilize to assist with concept development, consulting, pre-production work and several other areas to assist the Casino to provide quality marketing; there is an option to renew for another year at end of contract period. There were questions about the conflict of interest mentioned by the Law review, it has been taken care of; other questions surrounded Indian preference.

Motion by David Jordan to approve the HVS Production 3 year contract for Casino advertising services in the amount of $635,650. Seconded by Jennifer Webster. Motion carried unanimously.

VII. Executive Session:

1. Comprehensive Health Division - FY16 Blanket PO's
Dr. Ravi Vir & Debbie Danforth, Comp Health Medical & Operations Directors

Motion by David Jordan to go into Executive Session. Seconded by Chad Fuss. Motion carried unanimously Time: 10:36 A.M.

Motion by David Jordan to come out of Executive Session. Seconded by Wesley Martin, Jr. Motion carried unanimously. Time: 10:44 A.M.

Motion by Larry Barton to approve the contracts as presented today by the Comprehensive Health Division for various health related services. Seconded by Wesley Martin, Jr. Motion carried unanimously.

VIII. Community Fund:

1. Wrestling Tournament fees for son Amount: $500.

Motion by David Jordan to approve from the Community Fund items #1- #5 in the requested amounts. Seconded by Larry Barton. Motion carried unanimously.

2. Youth Orchestra at St. Norbert's College (SC) Amount: $320.

- See motion in CF #1

3. Youth Orchestra at St. Norbert's College (AC) Amount: $320.

- See motion in CF #1

4. Bill Pilats Goalie School fees for son Amount: $500.

- See motion in CF #1

5. Josh Webster Memorial Team Tournament fees Amount: $400.

- See motion in CF #1

6. Oneida Sportsmen Club -Fall Banquet

Motion by Larry Barton to approve from the Community Fund the Oneida Sportsmen Clubs Annual Fall Banquet request for food expenses in the amount of $1,500. Seconded by Jennifer Webster. David Jordan abstained. Motion carried.

7. Girls Volleyball Practice

Motion by Jennifer Webster to approve from the Community Fund Six (6) cases of Coca-Cola products for the Girls Volleyball Practice. Seconded by David Jordan. Motion carried unanimously.

8. Green Bay Elite Cheer class fees

Motion by David Jordan to approve from the Community Fund the Green Bay Elite Cheer class fee for the daughter of the requestor in the amount of $500. Seconded by Jennifer Webster. Motion carried unanimously.

9. Tough Mudder WI Run registration Amount: $226.41

Motion by David Jordan to approve from the Community Fund items #9 - #11 noting difference in requested amounts. Seconded by Larry Barton. Motion carried unanimously.

10. Tough Mudder WI Run registration Amount: $226.41

- See motion in CF #9

11. Tough Mudder WI Run registration Amount: $195.41

- See motion in CF #9

12. International Iroquois Beadwork Conference fee

Motion by Wesley Martin, Jr. to approve from the Community Fund the International Iroquois Beadwork Conference fee in the amount of $100. Seconded by Jennifer Webster. Motion carried unanimously.

13. Rilion Gracie Jujitsu class fees

Motion by David Jordan to approve from the Community Fund the Rilion Gracie Jujitsu class fee for the daughter of the requestor in the amount of $500. Seconded by Jennifer Webster. Motion carried unanimously.

14. STARZ Academy gym class fees

Motion by David Jordan to approve from the Community Fund the STARZ Academy Gymnastics class fee for the daughter of the requestor in the amount of $500. Seconded by Wesley Martin, Jr. Motion carried unanimously.

15. Green Bay Elite Cheer class fees

Motion by Jennifer Webster to approve from the Community Fund the Green Bay Elite Cheer class fees for the daughter of the requestor in the amount of $500. Seconded by Larry Barton. Motion carried unanimously.

16. Your New Fitness-Bode Boot Camp

Motion by David Jordan to approve from the Community Fund the Bode Boot Camp class fees in the amount of $500. Seconded by Jennifer Webster. Motion carried unanimously.

17. ADD ON: Green Bay Youth Hockey

Motion by Larry Barton to approve the Add On request from the Community Fund for the Green Bay Youth Hockey registration fees for son of requestor in the amount of $440. Seconded by David Jordan. Chad Fuss abstained. Motion carried.

IX. Follow Up: No Follow Up items

X. FYI and /or Thank You:

1. Laptop Use

There was a discussion about laptop use, specifically for Wesley Martin, Jr. at the Finance Committee meeting so he can follow along better the agenda items. He can see them in the e-mails but has to rely on a printed copy at the meeting which isn't practical. There were several suggestions that Mae in Audit may have one for community use or there may be a surplus in MIS that could be utilized. Denise was asked to follow up to ensure there is one available for Wesley for future meetings. Everyone still likes the agenda handouts for the meetings, so that will continue.

XI. Adjourn:

Before adjourning there was a discussion about only one more meeting for FY15 and there are a number of FY16 requests still not received. It was agreed to change the time on 9/11/15 to begin at 8:00 A.M. and to end at 10:30 A.M. and the organization is notified of the change and the calendar also is updated for the FC members.

Motion by David Jordan to adjourn. Seconded by Jennifer Webster. Motion carried unanimously. Meeting ended at 11:14 A.M. The next Finance Committee meeting is scheduled for Monday, September 11, 2015 at rescheduled time of 8:00 A.M. to 10:30 A.M. in the BC-Executive Conference Room.

Minutes taken and transcribed by:
Denise Vigue, Executive Assistant in Finance
& Finance Committee Recording Secretary

Finance Committee E-Poll Minutes Approval Date: ____September 1, 2015_____

Oneida Business Committee FC Minutes Approval Date: _____

Oneida Business Committee Agenda Request

VIII.D.01. Accept Quality of Life meeting minutes of June 11, 2015

1. Meeting Date Requested: 09 / 09 / 15

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:

To accept Quality of Life Committee meeting minutes from June 11,2015.

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1. June 11, 2015 Quality of Life minutes
2.
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Fawn Billie, Council Member

Primary Requestor: Fawn Cottrell, Executive Assistant/Office of Fawn Billie
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The Quality of Life is requesting the Business Committee to accept the June 11, 2015 meeting minutes.

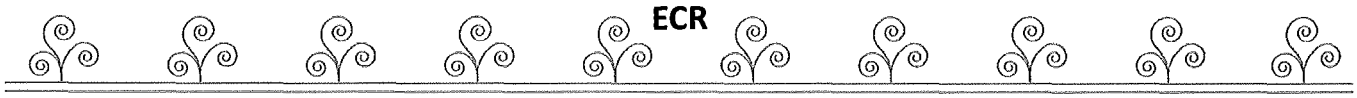
1) Save a copy of this form for your records.

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

QoL Committee
Chair-Fawn Billie
Vice Chair-Tehassi Hill
Members-Trish King, Jenny Webster, Lisa Summers

Quality of Life Meeting
8am-10am Thursday June 11th, 2015
ECR



Minutes

Present: Trish King, Fawn Billie, Lisa Summers, Dawn Walchinski, Danelle Wilson, Fawn Cottrell, Joanie Buckley, Jacob Metoxen, Tehassi Hill, Tina Ama, Jordyn Rasmussen & Daril Peters
Excused: Jennifer Webster

1. **Approve Agenda**
   For the record Lisa Summers request that her name be added to the list of committee members.

   Motion by Lisa Summers to approve agenda, seconded by Trish King. Motion carried unanimously.
2. **Meeting Minutes**
   a. **May 28, 2015 meeting minutes**

   Motion by Lisa Summers to approve May 28, 2015 meeting minutes, seconded by Trish King. Motion carried unanimously.

3. **Current Items**
   a. **Charter update**-Charter adopted 06-10-15

   Motion by Lisa Summers to accept Charter as FYI, seconded by Trish King. Motion carried unanimously.

   b. **Wellness Council update**-Tina Ama at 9:00 am

With the adoption of the Wellness Resolution on 6-11-15, the Wellness Council has a team working on a communication plan for the Wellness Resolution. The Wellness Council is also working on flexible time policy for health & wellness activity for employees. For clarification, Tina Ama mentioned that the Food Policy the Wellness Council has been working on may not necessarily need to be made a law. Food Policy was created to encourage healthy foods for example through foods purchased with tribal funds and healthy food options in vending machines in tribal buildings. Joanie suggested Tina Ama work with Radisson to develop a healthy menu for when Oneida hosts meetings for healthier options. Tina Ama had questions regarding who should be attending Quality of Life. Lisa Summers referenced the charter (adopted 06-11-15) that read all Division Directors with relevant agenda topics should be invited to attend. Next meeting will be in BC conference room. Fawn Cottrell will reserve room and invite all Division Directors with a request to provide an update on relevant agenda topics at our next meeting. Tina will provide an update on the Well Being Index & Reporting template for logical model at the next meeting.

Motion by Tehassi Hill to accept update from Tina Ama, seconded by Lisa Summers. Motion carried unanimously.

QoL Committee
Chair-Fawn Billie
Vice Chair-Tehassi Hill
Members-Trish King, Jenny Webster, Lisa Summers

4. **New Business**
   a. **Agricultural Projects**-Joanie Buckley
      1. Engaging Community in agriculture
         Discussed farm to school programs and possibilities within our community. Other tribes have shown interest in shaping their food projects around our models. With the help of USDA grants, Joanie continues to work on engaging the Oneida community in agriculture.
      2. Community Gardens
         Community Gardens could easily be done with resources we already have. Ideal Initiative would be to have inventory of community gardens, Graphic Land Information Services mapping gardens & end of year Harvest party-possibly at Husking Bee event.
         We have community gardens currently but more gardens across the reservation are the goal. Lisa Summers suggested we add staff from the school, health center and fitness center to next meeting to discuss direction and policy that may align. Joanie suggested she can inventory community gardens for the next Quality of Life meeting.

Motion by Trish King to accept the update, seconded by Lisa Summers. Motion carried unanimously.

Motion by Trish King to continue work on the community gardens and farm to school bring back information on it & invite additional staff of school, health, social services, planning & fitness center on their initiatives and how we can collaborate together, seconded by Lisa Summers. Motion carried unanimously.

      3. Oneida Farmers Market
         How can we elevate our current farmers market? The market starts next week June 25, 2015. Joanie asked for Business Committee to show encouragement to vendors who have chosen to participate in different themes each week. Farmers Market staff have focused their marketing efforts toward Seymour. Green Bay farmers market has strong following and we cannot provide enough foot traffic to attract larger farmer vendors.
      4. Youth Leadership 7871
         This initiative is geared toward groups and larger initiatives not individuals. Susan White is meeting with David Pepperin to explore structure needed for 7871. The by-laws also need to be reviewed and reworked by Legal. Joanie still needs to set up for donors and training is needed on the system. The project also needs additional content about project for website. All work needs to be done before fundraising can start. Lisa Summers suggested contacting Godfrey & Kahn for pro-bono work regarding legal aspect. Lisa Summers will get Godfrey & Kahn contact information to Joanie Buckley. Next steps include the Donor Perfect Program trained on and collateral marketing materials.

Motion by Lisa Summers to accept the youth leadership 7871 update by Joanie Buckley, seconded by Tehassi Hill. Motion carried unanimously.

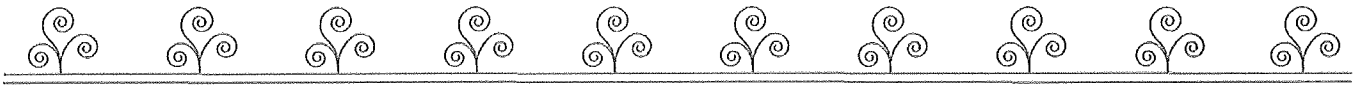
QoL Committee
Chair-Fawn Billie
Vice Chair-Tehassi Hill
Members-Trish King, Jenny Webster, Lisa Summers

5. **Upcoming Reports**
   a. **Quarterly Report**
      i. Review Quarter 2 report due June 16, 2015 to Business Committee
         Discussion was a request to send out final quarterly report prior to submitting to BC agenda.

      Motion by Trish King to accept quarterly report as FYI, seconded by Lisa Summers. Motion carried unanimously.

6. **Adjourn**
   Motion by Lisa Summers to adjourn at 9:30am, seconded by Tehassi Hill. Motion carried unanimously.

-Upcoming Meetings:
Wellness Council Thursday June 18, 2015 at 3:30-4:30pm at Oneida Community Health Center main conference room



Oneida Business Committee Agenda Request

IX.A. Petitioner Madelyn Genskow: Special GTC meeting to address six resolutions

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: General Tribal Council

☐ Accept as Information only

☒ Action - please describe:

Accept Legal Opinion regarding the resolution from the Genskow Petition - Chain of Command.

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1. Opinion
2. Cover Memo
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Jo Anne House, Chief Counsel

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary

Date: September 4, 2015

Re: Petitioner Madelyn Genskow: Request Special GTC meeting to address six (6) resolutions
1. Completed Scheduling General Tribal Council Meetings
2. Fee to Trust Process
3. Elder Services Means Testing
4. Record Subcommittee Meetings
5. Governmental Services Chain of Command
6. Unclaimed Per Capita Payments

The purpose of this memorandum is to notify you the final legal analyses for the following resolution is ready for acceptance by the Oneida Business Committee (OBC): 5 – Governmental Services Chain of Command.

Background

The above referenced petition was submitted to the Tribal Secretary's Office on February 10, 2015, and verified by the Enrollment Department. The petition was submitted to the Oneida Business Committee (OBC) agenda and accepted at the February 25, 2015, meeting.

Status

Analysis	*Original Due Date*	*Extension # and New Due Date*	*Date Accepted by the OBC*
Legislative	May 13, 2015	n/a	Resolutions 1-6 – April 22, 2015
Legal	May 13, 2015	1. July 8, 2015 2. Aug. 26, 2015 3. Sept. 9, 2015	Resolution 2 – May 13, 2015 Resolution 1 – June 24, 2015 Resolutions 3,4, & 6 – Aug. 26, 2015
Financial	May 13, 2015	1. July 8, 2015 2. Aug. 26, 2015 3. Sept. 23, 2015	

Requested OBC Action

1. Accept the legal analysis for the following resolutions: 5 – Governmental Services Chain of Command

JO ANNE HOUSE, PHD
CHIEF COUNSEL
JAMES R. BITTORF
DEPUTY CHIEF COUNSEL
REBECCA M. WEBSTER, PHD
SENIOR STAFF ATTORNEY

ONEIDA LAW OFFICE

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ONEIDA, WISCONSIN 54155

(920) 869-4327 FAX (920) 869-4065

PATRICIA M. STEVENS GARVEY
CAROYL J. LONG
KELLY M. MCANDREWS
MICHELLE L. MAYS

MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel

DATE: September 2, 2015

SUBJECT: Genskow – Petition – Chain of Command

You have requested a legal review regarding a petition submitted by Madelyn Genskow. The petition contains six resolutions. The legal opinion will review only the resolution identified above. The Enrollment Department has verified a sufficient number of signatures on the petition.

The resolution contains three Whereas sections.

- "…in December of 2014 after all the departments of the Tribe had turned in their budgets with the 12% cuts required by the Tribal Treasurer, there was $800,000 remaining to be spent. The Treasurer sent out a memo informing the departments could request more funds by a certain date."
- "...because of the Oneida Chain of Command System required that the request for more funds needed to go from the Elder Director to the Area Manager then to the Governmental Services Division Director then to the Oneida Business Committee."
- "…the system is not set up to make sure that request sent up the Chain of Command are documented that the request was received at the next stop and forward on to the next stop of the chain of command until it reaches the Business Committee."

Whereas sections are intended to provide legislative history and background regarding why the resolution is brought forward. Whereas sections are not enforceable.

The resolution contains seven Resolve sections.

- "…when important items are sent from a Program Director to the next stop on the chain of command it must be emailed by 9:00 a.m. An email that it has been received must be sent to the sender in two hours and sit must go at each stop including the Business Committee."
- …the person in charge must see to it, that if they are ill or on vacation a line of responsibility in their office must be established to make the return email to the sender which confirms that the email was received."
- "…if the item that was emailed is time sensitive. A line of responsibility must be established in each office of the person in charge so that if the person in charge is not there everything does not stop."
- "…the Governmental Services Division Directions office which is located in a cottage behind the Fitness Center and where only three people work must be moved to the Little Bear or Norbert Hill Center or Skenandoah Complex where Tribal members can find it if they have concerns about issues in Governmental Services Division Director.

- "…the Governmental Services Division Director must return phone call to Tribal members who have issues about Governmental Services."
- "…the Governmental Division Services must see to it that there is someone to handle issues if each one of the three of them who are at that cottage are ill.
- "…if this ever happens again, the chain of command system must be stopped."

To draft this opinion, I have reviewed prior actions of the General Tribal Council, Tribal law, policies and procedures, and various other resources. This opinion is broken into sections to address the issues raised in the resolution – chain-of-command and Fiscal Year 2015 Budget actions.

Supervision and Reporting or Chain-of-Command and Governmental Services Division

Managing employees and programs requires a method of reporting and supervision. The Tribal government utilizes a nested hierarchy of employees-supervisors, programs-areas-divisions to organize and manage individuals and activities.[1] This is a reference to a chain-of-command system to manage approximately 2700 employees, 500 programs or services, and three enterprises (gaming, farms, and retail). This nested hierarchy arranges activities generally as identified in the following examples.

- Employees managed by supervisors, who are collected and managed by Area Managers, who are then collected and managed by a Division Director.
- Retail location and subject matter areas.
- Gaming subject matter areas – i.e. finance, table games, slots, player management.

The Governmental Services Division is organized as identified in the first bullet above. The structure of the Governmental Services Division is set forth in the attachment.

The Governmental Services Division has adopted two Standard Operating Procedures to address the chain-of-command and chain-of-communication. The purpose of these two procedures are to "help in avoiding the circumvention of staff who are responsible for providing direct oversight and promotes good communication/respect for one another." *Chain of Command SOP, Sec. 1.* The procedures contain the following direction.

> 3.1. The staff understands that in order to properly accomplish the work we need achieved, we must always adhere to the Chain of Command. This promotes respect for one another, and eliminates conflicts and time wasted in terms of having only the necessary people involved.

The Governmental Services Division has outlined an organizational hierarchy and employees are notified of this hierarchy through job descriptions and notices by supervisors, Area Managers and the Division Director. Issues which are not addressed by those closest to the program decision-making can be brought to the next level to be addressed until reaching the Division Director. Each level is directed to verify that the issue has been correctly processed through this chain-of-command.

In order to support this chain-of-command, the Governmental Services Division has also adopted a Chain-of-Communication Standard Operating Procedures. The purpose of these procedures is

[1] See general references to this in the Tribe's Personnel Policies and Procedures in regards to grievances and complaints for example.

to, "...outline the chain-of-communication that all Governmental Service employees shall follow with urgent or critical work-related written communication may concern GSD management, Using the chain-of-communication provides consistent and timely notice to GSD management of important matters." *Sec. 1.*

In addition, the Governmental Services Division Director has identified there are expectations within the administration offices. The Governmental Services Division Director has identified that the administration offices is staffed during normal working hours, barring unforeseen circumstances. When that occurs, voicemail, mobile phones, and e-mail are available as forms of communication and which are encouraged to be utilized in the event staff is in meetings or unavailable. Finally, the Governmental Services Division Director has identified that, consistent with the division's Standard Operating Procedures, he forwards questions and complaints to the appropriate level of the chain-of-command to address.

Fiscal Year 2015 Budget Actions

The Fiscal Year 2015 budget was developed during a transition year from one Oneida Business Committee to another. The current Treasurer, upon receipt of updated information and the Oneida Business Committee members having been newly elected, determined that review of the budget was needed. This resulted in the budget being revised by the Tribal organization resubmitting budget requests. The final draft budget proposal resulted in unbudgeted projected revenues in the amount of $703,448.00.

A December 16, 2014, memo from the Treasurer outlined a process by which programs and operations of the Tribe could request this finding be reallocated back to the program or operational unit. The request must follow three directions.

1. The request for funds must be relative to the 12% budget cut for your specific area.
2. Complete the attached spreadsheet and include an executive summary as support for your application.
3. Submit your applications no later than 4:30 p.m. on December 29, 2014, to the Treasurer's office. Late applications will not be considered.

This memo from the Treasurer was forwarded to the appropriate management in the Governmental Services Division on December 18, 2014. The instructions identified that if the program was interested they should notify the Governmental Services Division administration so the request could be coordinated with other division requests.

The Elder Services Program was aware of the memo, the application requirements and the deadlines for submitting an application. The initial request from the Elder Services Program was forwarded to the Program Manager, the Area Manager, and the Division Director, among other staff later that same day. A review of the request identified that it was missing one of the elements required in the Treasurer's memo and was returned to the program to put together a complete request. The program personnel were also notified in that same e-mail to submit the request directly to the Treasurer and to copy the Treasurer's Legislative Aide. The request was not sent to the Treasurer or the Treasurer's Legislative Aide.

The Fiscal Year 2015 budget was presented to the General Tribal Council and adopted. On the floor of that meeting was discussion of the funding for Elder Services and the request for excess funds that did not get filed before the deadline. The members rejected a motion regarding Elderly Services and the Oneida Nation Commission on Aging. In addition, members did specifically identify that failure to submit a timely request did not require action by the General Tribal Council to increase funding for that program.

An investigation was made by the Division Director and appropriate action was taken to assure that it would not occur again in the future. Specific discussion regarding individual employees and disciplinary action would be in violation of the confidentiality requirements of the Oneida Personnel Policies and Procedures. Under those rules, employment related decisions are delegated to be managed through the organizational processes and the Oneida Personnel Policies and Procedure, the Human Resources Department and the Personnel Commission. Discussion of individuals on the floor would be in violation of the General Tribal Council's delegation of authority and responsibility to various entities of the Tribe. *See also Removal Law, historical actions leading up to resolution # GTC-2-25-82.*

Analysis

NOTE: This resolution identifies information and actions related to the Governmental Services Division. It is presumed that this resolution will have an affect ONLY on the Governmental Services Division and no other division or organizational group of the Tribe. Research regarding a broad impact of this resolution has not been conducted in regards to development of this opinion and as a result this opinion is limited only to the Governmental Services Division.

The proposed resolution contains three Whereas sections and seven Resolve sections. The Whereas sections do not accurately reflect the steps taken within the Governmental Services Division regarding the "$800,000 remaining to be spent" in the development of the Fiscal Year 2015 budget. Based on the information from the Governmental Services Division Director there is a Chain-of-Communication Standard Operating Procedure on what to do in the event of an emergency or urgent communication need. In addition, in this particular instance, it appears that personnel were given instructions to submit the application directly and this did not occur. If this resolution is adopted the second and third Whereas sections should be deleted as they do not accurately reflect the current chain-of-command/communication system in place in the Governmental Services Division. In addition, the correct amount of funding that was subject to reallocation was $703, 448.00, which should be corrected in the first Whereas.

The Resolve sections of this resolution identify three different sets of actions – directing the process by which communication shall be conducted, out of office delegations, and where the administrative offices of Governmental Services Division will be located. In addition, if any of the above are not followed, then the resolution proposes that the chain-of-command system is "stopped."

Communication
The resolution proposes that "important" communication be sent by 9:00 a.m. and that a return receipt from the recipient be sent within two hours. Supervisors and others in the chain-of-

command must have the Outlook out-of-office rule turned on when they are ill or on vacation. And finally that the Governmental Services Division Director must return phone calls.

The actions requested in the resolution are administrative actions regarding day-to-day functions of an office. The suggested administrative processes do not take into account the existing protocols the Governmental Services Division already has in place and which appear to be working appropriately. The division has a clear communication protocol for emergency actions which allow for exceptions to the chain-of-command. In addition, the division has a hierarchy of responsiveness which relies on those closest to the issue to respond to contacts with clients and directions for the contacting those next in the hierarchy. The purpose of this process is to resolve the situation as quickly as possible by those closest to the knowledge and information regarding the activity.

The Tribe has, in every office, a phone, voicemail and e-mail system for contacting and/or leaving messages. Further, some employees are issued mobile phones for work use to respond to questions or receive voicemails. Finally, voicemail and e-mail are accessible from any mobile phone or internet connection.

The resolution proposes that emergency actions must be noticed before 9:00 a.m. and a return receipt presented. This is presuming this is an e-mail, phone call, voicemail, or paper memo sent. However, emergencies occur at all times of the normal operating hours of the Tribe, as well as after normal operating hours. The programs within the Governmental Services Division are set up to address these emergencies in an appropriate fashion which this directive may interfere with causing disruption in service provision.

It is recommended that these Resolves (numbered 1, 2, and 5) not be adopted. These directives are a daily function of the Governmental Services Division and do not take into account the daily actions of the personnel in the various programs within that division. Further, the directives do not allow for the various emergency, urgent, or programming responsibilities and technical knowledge of the personnel, their supervisors, and area managers. If there is a concern regarding the communication within the Governmental Services Division it would be more appropriate to request the Oneida Business Committee to review the processes within that division and direct that appropriate changes be made.

Out of Office Delegations
The resolution proposes that an e-mail response regarding vacation or personal time is sent, that a "line of responsibility" is established in the event of the absence of a "person in charge" and that "someone" must be available to "handle issues" if the employees in the administrative offices are all ill.

As identified above, the Governmental Services Division has adopted a Standard Operating Procedure identifying a chain-of-command and communication. In addition to the above, every job description clearly identifies supervisors setting up a hierarchy of responsibility. The question is whether the resolution is requesting these actions on behalf of the employees or the clients. Such out-of-office notices will not be sent to clients unless they contact employees. At which point, the client will receive the information from the voicemail message or the e-mail

message set up when the employee is out of the office. If the client comes into the office, they would be referred to another employee or requested to leave a message for the absent employee. However, this would not normally be the case if the employee simply stepped away from his or her desk. They would simply be requested to leave a voicemail message. Those brief times when an employee is in a meeting, stepped out of the office, or on another phone call would not be addressed by these proposed Resolves. As a result, it may appear that an employee did not leave the required notices but would still be unavailable.

The Governmental Services Division is set up such that clients are routed to those who perform the services. It appears that out-of-office messages are set up on both phones and e-mails. It can therefore be presumed that if an employee does not answer, he or she is merely temporarily away from their desk and a message should be left.

It is recommended that these Resolves (numbered 2. 3. And 6) not be adopted. The Resolves do not accomplish any additional actions that are not already in place through job descriptions, program organization within the Governmental Services Divisions or the existing Standard Operating Procedures. However, adoption of the Resolves could result in unnecessary confusion when addressing client and employment related issues arising within the division since the expectation of the Division Director are that those with the expertise in the program should handle programming activities.

Location of Governmental Services Division Offices
The resolution proposes that the Governmental Services Division administration offices must be moved to one of three locations so "Tribal members can find it." The locations are the Little Bear Development Center, the Norbert Hill Center, or the Skenandoah Complex.

The Governmental Services Offices are located in the Cottages on the Social Services Building/Family Fitness Center grounds. The entrance to the cottages is identified by signage on Packerland Drive. Once in the parking lot, a map of the cottages is posted identifying each program or office located in that area. A significant number of programs provided by the Governmental Services Division are located in the Social Services Building, the Family Fitness Center and the Cottages. The second primary area where Governmental Services programs are located is on the Cultural Heritage grounds off Hillcrest Drive/County FF. Finally, there are scattered programs such as the Oneida Library and recreation facilities located in various housing subdivisions.

The three identified locations are likely to have space for the three positions in the Governmental Services Division administration offices. In addition, all three locations have meeting space available for program meetings. There is a cost to moving staff between buildings, for example - Department of Public Works regarding equipment and furniture, MIS in reassigning phones and printer sharing, as well as staff down-time during the move. However, these costs are not extraordinary. Further, it is not clear if moving the administrative offices will make the personnel easier to locate as the three locations do not offer signage for individual programs within the buildings as the current location does. Finally, there is no indication that the offices are currently difficult to locate, or that members typically physically go to an office and not use the available phone or e-mail systems or U.S. mail.

"Stopping" Chain-of-Command
The final Resolve of this resolution directs that "if this ever happens again" that the Governmental Services Division can no longer use the chain-of-command system. This Resolve is not clear as to what "this" is referring to in regards to happening again. It is possible this refers to not responding to phone calls, not submitting a budget request timely, not setting an out-of-office notice, not sending a time sensitive e-mail before 9:00 a.m., not responding to an e-mail with a receipt within two hours, or if all three employees in Governmental Services Administration are simultaneously out of the office because of illness.

Given the supporting Whereas' in the resolution and the content of the Resolves, this appears to be a fairly harsh response to any potential misstep from the directions in the resolution. Notwithstanding that, it is not clear what the alternatives are to the chain-of-command system within the Tribe as a whole. As identified above, the Governmental Services Division is made up of a significant number of programs and services that are grouped together under program directors and area managers. These positions in turn report to the Division Director. If this system is no longer available, this would result in approximately 300 employees reporting to the Division Director comprising over 50 programs from libraries and museums, to arts, culture and language, to transportation, to name a few. While it may be possible to manage such a diverse array of services, it is likely to result in delays and confusion given the amount of time necessary to devote to simple things such as time-keeping and budgeting (these activities are currently managed within the nested set of programs or the chain-of-command). This would likely leave little time available to monitor programming activities for the purposes of managing, improving or making modifications to services to meet the needs of clients.

It is recommended that Resolve #7 not be adopted. The Resolve does not clearly identify when it is applicable and may lead to greater confusion in responding to client concerns and/or needs.

Conclusion

There are three Whereas sections in the resolution, The first Whereas should more accurately reflect $703,448.00 as the funds to be re-allocated back to programs and services. The second two Whereas sections do not reflect the processes and procedures in the Governmental Services Division nor the action which occurred in regards to the Fiscal Year 2015 Budget development.

This resolution proposes seven different directives. Most of those directives are daily activities and processes already addressed by Standard Operating Procedures. In addition, one of the Resolves may result in an unwieldy system that reduces the effectiveness of the services being provided.

This resolution would require a simple majority vote to adopt.

If you have further questions, please contact me.

Oneida Business Committee Agenda Request

IX.B. Petitioner Madelyn Genskow: Special GTC meeting to address three resolutions

1. Meeting Date Requested: 09 / 09 / 15

2. General Information:

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

Agenda Header: General Tribal Council

☐ Accept as Information only

☒ Action - please describe:

1) Request from the Law and Finance Offices an update on the anticipated completion date of the analyses.

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☐ Other:

1. Memo from Secretary Lisa Summers
2. Memo from Chief Counsel Jo Anne House
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Lisa Summers, Tribal Secretary

Primary Requestor: Lisa Liggins, Executive Assistant/Office of Lisa Summers
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary

Date: September 4, 2015

Re: Petitioner Madelyn Genskow: Request Special GTC meeting to address 3 resolutions
1) Oneida Business Committee Accountability
2) Repeal Judiciary Law
3) Open Records and Open Meetings Law

The purpose of this memorandum is to provide you the status of the analyses for the above referenced petition.

Background

The above referenced petition was submitted to the Tribal Secretary's Office on March 30, 2015, and verified by the Enrollment Department. The petition was submitted to the Oneida Business Committee (OBC) agenda and accepted at the April 8, 2015, meeting.

Status

Analysis	*Original Due Date*	*Extension # and New Due Date*	*Date Accepted by the OBC*
Legislative	June 24, 2015	n/a	Resolutions 1-3 – June 24, 2015
Legal	June 24, 2015	1. Sept. 9, 2015	
Financial	June 24, 2015	1. Sept. 9, 2015	

The legal and financial analyses have not been submitted for acceptance.

It is important to note that there are multiple resolutions included in this single petition. Each resolution requires its own research.

Requested OBC Action

1. Request from the Law and Finance Offices an update on the anticipated completion date of the analyses.

JO ANNE HOUSE, PHD
CHIEF COUNSEL
JAMES R. BITTORF
DEPUTY CHIEF COUNSEL
REBECCA M. WEBSTER, PHD
SENIOR STAFF ATTORNEY

ONEIDA LAW OFFICE

N7210 SEMINARY ROAD
P.O. BOX 109
ONEIDA, WISCONSIN 54155

(920) 869-4327 FAX (920) 869-4065

PATRICIA M. STEVENS GARVEY
CAROYL J. LONG
KELLY M. MCANDREWS
MICHELLE L. MAYS

M E M O R A N D U M

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel

DATE: September 4, 2015

SUBJECT: Genskow Petition – 3 Resolutions - Update

I have begun the analysis on the first of three resolutions. I anticipate that it will take approximately 60 days to complete all three analyses.

I would request an extension of 60 days to complete these opinions.

Oneida Business Committee Agenda Request

IX.C. Petitioner Frank Cornelius: Special GTC meeting to address four resolutions

1. Meeting Date Requested: 09 / 09 / 15

2. General Information:

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

Agenda Header: General Tribal Council

☐ Accept as Information only

☒ Action - please describe:

1) Request from the Law Office an update on the anticipated completion date of the legal opinion requested on August 17, 2015.

2) Request from the Law and Finance Offices an update on the anticipated completion date of the analyses.

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☐ Other:

1. Memo from Secretary Lisa Summers
2. Memo from Chief Counsel Jo Anne House
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Lisa Summers, Tribal Secretary

Primary Requestor: Lisa Liggins, Executive Assistant/Office of Lisa Summers
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary

Date: September 4, 2015

Re: Petitioner Frank Cornelius: Special GTC meeting to address four resolutions
1. Investigation into Oneida Seven Generations Corporation
2. Enforcing Salaries for Oneida Seven Generations Corporation
3. Freedom of Speech, Press and Assembly
4. Imposing a Tax on the Business Committee

The purpose of this memorandum is to provide you the status of the analyses for the above referenced petition.

Background

The above referenced petition was submitted to the Tribal Secretary's Office on April 28, 2015, and verified by the Enrollment Department. The petition was submitted to the Oneida Business Committee (OBC) agenda and accepted at the May 13, 2015, meeting.

Status

Analysis	*Original Due Date*	*Extension # and New Due Date*	*Date Accepted by the OBC*
Legislative	Sept. 9, 2015	n/a	Resolutions 1-3 – Aug. 26, 2015
Legal	Sept. 9, 2015	n/a	
Financial	Sept. 9, 2015	n/a	

The legal and financial analyses have not been submitted for acceptance.

At the special OBC meeting of August 17, 2015, the Law Office was requested to provide a legal opinion about what occurs when a petition is submitted which does not have all the appropriate documentation. To date, this opinion has not been received.

Requested OBC Action

1. Request from the Law Office an update on the anticipated completion date of the legal opinion requested on August 17, 2015.

2. Request from the Law and Finance Offices an update on the anticipated completion date of the analyses.

JO ANNE HOUSE, PHD
CHIEF COUNSEL
JAMES R. BITTORF
DEPUTY CHIEF COUNSEL
REBECCA M. WEBSTER, PHD
SENIOR STAFF ATTORNEY

ONEIDA LAW OFFICE

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ONEIDA, WISCONSIN 54155

(920) 869-4327 FAX (920) 869-4065

PATRICIA M. STEVENS GARVEY
CAROYL J. LONG
KELLY M. MCANDREWS
MICHELLE L. MAYS

M E M O R A N D U M

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel

DATE: September 4, 2015

SUBJECT: Cornelius Petition – 4 Resolutions - Update

The analysis of this petition and the resolutions will begin after the analysis of the Genskow Petition – 3 Resolutions has been completed. I have requested research from Records Management as well as begun developing necessary transcripts from meetings in order to be prepared to draft the legal analysis when the Genskow Petition – 3 Resolutions is completed.

If you have further questions, please contact me.

Oneida Business Committee Agenda Request

IX. D. Petitioner John E. Powless Jr: Per capita payments

1. Meeting Date Requested: 09 / 09 / 15

2. General Information:

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

Agenda Header: General Tribal Council

☐ Accept as Information only

☒ Action - please describe:

1) Provide an additional 60 days for the Law and Finance Offices to submit the appropriate analyses.

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☐ Other:

1. Memo from Secretary Lisa Summers
2. Memo from Chief Counsel Jo Anne House
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Lisa Summers, Tribal Secretary

Primary Requestor: Lisa Liggins, Executive Assistant/Office of Lisa Summers
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary

Date: September 4, 2015

Re: Petitioner John Powless: Per Capita Payments

The purpose of this memorandum is to provide you the status of the analyses for the above referenced petition.

Background

The above referenced petition was submitted to the Tribal Secretary's Office on June 17, 2015, and verified by the Enrollment Department. The petition was submitted to the OBC agenda for the June 24, 2015, meeting.

Status

Analysis	*Original Due Date*	*Extension # and New Due Date*	*Date Accepted by the OBC*
Legislative	Sept. 9, 2015	n/a	August 17, 2015
Legal	Sept. 9, 2015	n/a	
Financial	Sept. 9, 2015	n/a	

The legal and financial analyses have not been submitted for acceptance.

Requested OBC Action

1. Provide an additional 60 days for the Law and Finance Offices to submit the appropriate analyses.

JO ANNE HOUSE, PHD
CHIEF COUNSEL
JAMES R. BITTORF
DEPUTY CHIEF COUNSEL
REBECCA M. WEBSTER, PHD
SENIOR STAFF ATTORNEY

ONEIDA LAW OFFICE

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(920) 869-4327 FAX (920) 869-4065

PATRICIA M. STEVENS GARVEY
CAROYL J. LONG
KELLY M. MCANDREWS
MICHELLE L. MAYS

M E M O R A N D U M

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel

DATE: September 4, 2015

SUBJECT: Powless Petition – Per Capita - Update

The analysis of this petition and the resolutions will begin after the analyses of the Genskow Petition – 3 Resolutions and the Cornelius Petition – 4 Resolutions has been completed. I have requested research from our office files regarding per capita payments and prior General Tribal Council action. I anticipate being able to begin this analysis as soon as the two prior petitions are completed.

If you have further questions, please contact me.

Oneida Business Committee Agenda Request

X.A. Accept Legislative Operating Committee update on Tribal Hearing Bodies/Administrative Court

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Tribal Hearing Bodies/Administrative Court

Agenda Header: Standing Committees

☐ Accept as Information only

☒ Action - please describe:

Accept a verbal update from the LOC regarding the Business Committee's August 12, 2015 motion for certain boards, committees and commissions to provide financial information by Friday, September 4, 2015.

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: Brandon Stevens, Council Member

Primary Requestor: Doug McIntyre, Staff Attorney/Legislative Reference Office
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:

At the request of the Legislative Operating Committee (LOC), the following action took place at the August 12, 2015 OBC meeting:

Motion by Jennifer Webster to ... direct the Oneida Child Protective Board, the Oneida Election Board, the Oneida Environmental Resource Board, the Oneida Land Commission, the Oneida Personnel Commission, the Oneida License Commission1 and the Oneida Trust/Enrollment Committee to retrieve their financial expenses for the last three (3) years (including, but not limited to, the amount of stipends received, training costs and other expenses) and turn the information over to Oneida Business Committee to help in evaluating which entities should retain their hearing body authority, seconded by David Jordan. Motion carried unanimously.

Amendment to the main motion by Lisa Summers that the information be provided by Friday, September 4, 2015, seconded by Fawn Billie. Motion carried unanimously.

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

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

Oneida Business Committee Agenda Request

XII.A. Approve Limited Waiver of Sovereign Immunity – LexisNexis –Time Matters Maintenance contract # 2015-0837

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Proposal/Bid Info - prior to award

Agenda Header: Exec - New Business

☐ Accept as Information only

☒ Action - please describe:

LexisNexis-Time Matters Maintenance Contract - needs Business Committee approval for limited waiver of sovereign immunity.

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: Jo Anne House, Chief Counsel

Primary Requestor:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Jeri Bauman
Law Office

FROM: Jo Anne House, Chief Counsel

DATE: August 21, 2015

RE: LexisNexis

Use this number on future correspondence:

2015-0837

Purchasing Department Use
_____ **Contract Approved**
_____ **Contract Not Approved**
(see attached explanation)

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

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

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution, pursuant to section 12 regarding governing law and courts.

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JERI BAUMAN
N7210 SEMINARY RD
ONEIDA WI 54155

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Annual Maintenance Plan Agreement for PCLaw®, Time Matters® and Billing Matters®

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Licensee agrees that all updates and upgrades of the Covered Software, including all Fixes and Workarounds furnished to Licensee, shall be deemed to be part of such Covered Software subject to the terms and conditions of the License Agreement for the Software.

7. **WARRANTY; LIMITATIONS OF LIABILITY**

7.1 Warranty. LexisNexis warrants to Licensee that Services hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Services are performed. If such Services are not so performed and if Licensee notifies LexisNexis within a fifteen (15) day period commencing on the date of completion of the Services, LexisNexis will, at its sole and commercially reasonable discretion, consider correcting any commercially reasonable problems and deficiencies.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 Limitation of Liability. IN NO EVENT WILL LEXISNEXIS, ITS PRODUCT DEVELOPERS OR

SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE PRODUCT, DOCUMENTATION OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LEXISNEXIS' LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LEXISNEXIS UNDER THIS AGREEMENT. NO ACTION OR PROCEEDING AGAINST LEXISNEXIS MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE CLAIM ARISES EXCEPT FOR LEXISNEXIS CLAIMS RELATING TO COLLECTION OF FEES DUE AND PAYABLE BY LICENSEE. THIS SECTION SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so that portion of the above limitation or exclusion may not apply to you.

8. **SEVERABILITY OF PROVISIONS; WAIVER**

This Agreement constitutes the entire agreement with respect to the Maintenance and Support Services specified in the Order for Services. If any provision of this Agreement is unlawful, void or unenforceable, or conflicts with any provision of the License Agreement, then such provision of this Agreement shall be deemed severable from the remaining provisions of this Agreement and shall not affect the validity and enforceability of such remaining provisions of this Agreement and the License Agreement. None of the requirements of this Agreement shall be considered as waived by either party unless the same is done in writing, and then only by persons executing this Agreement or other duly authorized agents or representatives. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.

9. **TERM OF AGREEMENT**

This Agreement shall commence on the Effective Date and shall remain in effect through the last day of the same calendar month in the following calendar year ("Initial Term"). Licensee may renew this Agreement for an additional period (a "Renewal Period") provided Licensee is bound by an effective License Agreement for use of the Software. The Initial Term and any Renewal Period(s) are collectively referred to herein as the "Term". Licensee's renewal of this Agreement shall be subject to payment of the Maintenance and Support Fees which may be adjusted in accordance with LexisNexis' then-current prices which may increase over the Maintenance and Support Fees applicable during the Initial Term or any prior Renewal Period(s) and include additional charges associated with reinstatement due to any Lapse.

10. **ASSIGNMENT**

Neither party may assign (voluntarily, by operation of law, or otherwise) this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, LexisNexis may assign this Agreement to any affiliate or successor on notice to Licensee. As a condition to assignment, Licensee's assignee must agree to assume and be bound by all terms and conditions of this Agreement.

11. **PAYMENTS**

All Maintenance and Support Fees are due and payable upon Licensee's acceptance of this Agreement as set forth in Section 12 below and within thirty (30) days of the invoice date for any Renewal Periods or any Special Services. In the event Licensee fails to make payment to LexisNexis when due, LexisNexis reserves the right to cancel the Services without further notice to Licensee. Upon cancellation of the Services, Licensee shall have no further right to receive any Services.

Payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at a rate of one and one-half percent (1.5%) per month until paid; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount. Licensee shall be liable for all costs of collection incurred by LexisNexis including without limitation collection agency fees, reasonable attorney's fees and court costs if Licensee fails to comply with the payment obligations set forth herein.

12. **AGREEMENT AND ACCEPTANCE; GOVERNING LAW; CANCELLATION**

Licensee's placement of an Order for Services and payment of the applicable fees constitutes acceptance of this Agreement. This Agreement is not effective until it has been confirmed by LexisNexis. This Agreement is limited to use of the Software in the United States of America ("USA"). Maintenance and Support for Software used outside of the USA may be subject to different terms and conditions. Any action, suit, or proceeding arising under or in connection with this Agreement must be commenced by Licensee within one year after the claim or cause of action arises. This Agreement shall be governed in all respects by the laws of the State of New York, without regard to its conflicts of law provisions.

UPON RECEIPT OF ORDER CONFIRMATION FROM LEXISNEXIS VIA EMAIL OR INVOICE, OR, BY CHECKING THE "I AGREE" BOX, LICENSEE HEREBY ACKNOWLEDGES THAT (1) IT HAS READ AND UNDERSTANDS THIS AGREEMENT; (2) IT IS AUTHORIZED TO ACCEPT THIS AGREEMENT; AND (3) IT AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

At its sole option, LexisNexis may use a third party or Matthew Bender & Company, Inc. (a Reed Elsevier/LexisNexis affiliate), as Company's billing, payment and invoicing agent for selected products and services offered by the LexisNexis division of Reed Elsevier Inc. and affiliated companies.

FOR ONLINE TRANSACTIONS ONLY: IF LICENSEE DOES NOT ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN, DO NOT CHECK THE "I AGREE" BOX AND THIS AGREEMENT WILL NOT TAKE EFFECT.

FOR OFFLINE TRANSACTIONS ONLY: AFTER PLACEMENT OF AN OFFLINE ORDER FOR SERVICES

LICENSEE MAY CANCEL THIS AGREEMENT BY SENDING A WRITTEN NOTICE OF CANCELLATION TO LEXISNEXIS WHICH MUST BE RECEIVED BY LEXISNEXIS WITHIN TEN CALENDAR DAYS OF THE DATE OF THE ORDER FOR SERVICES FOR SUCH CANCELLATION TO TAKE EFFECT. NOTICE OF CANCELLATION SHALL BE SENT TO LEXISNEXIS VIA EMAIL SENT TO PMSALES@LEXISNEXIS.COM OR VIA FACSIMILE TO THE ATTENTION OF PM SALES AT 1-800-643-1280.

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MYFASTTAG

Oneida Business Committee Agenda Request

XII.B. Approve Oneida Personnel Commission one (1) vacancy post and for the term to be carried out until July 27, 2016

1. Meeting Date Requested: 09 / 09 / 15

2. General Information:

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

Agenda Header: New Business

☐ Accept as Information only

☒ Action - please describe:

Request to post for One (1) vacancy on the Oneida Personnel Commission due to a resignation and to finish the term until 7/27/16.

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, Tribal Secretary

Primary Requestor: Kathleen M. Metoxen, Executive Tribal Clerk
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:

On June 16, 2015 the Oneida Personnel Commission accepted the resignation of Dorothy Skenandore.

Excerpt from August 11, 2015, Oneida Personnel Commission Meeting
"MOTION: Rochelle A. Powless motioned to accept Dorothy A. Skenandore's resignation from the Oneida Personnel Commission, August 11, 2015, and to post the OPC position with the OBC as soon as possible.
SECOND: Julie Clark seconded the motion.
MOTION CARRIED"

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

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

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

Oneida Business Committee Agenda Request

XII.C. Approve Anna John Resident Centered Care Community Board one (1) vacancy post and for the term to be carried out until November 12, 2017

1. Meeting Date Requested: 09 / 09 / 15

2. General Information:

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

Agenda Header: New Business

☐ Accept as Information only

☒ Action - please describe:

Request to post for One (1) vacancy on the Anna John Resident Centered Care Community due to a resignation and to finish the term until 11/12/17.

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, Tribal Secretary

Primary Requestor: Kathleen M. Metoxen, Executive Tribal Clerk
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:

On August 18, 2015 the Anna John Resident Centered Care Community Board accepted the resignation of Jacob Metoxen.

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

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

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

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: New Business

☐ Accept as Information only

☒ Action - please describe:

Approval of waiver of sovereign immunity for EFI PrintSmith contract #2015-0823 for $3, 288.50.

Notice of Expiration/Renewal

3. Supporting Materials

☐ Report ☐ Resolution ☒ Contract

☐ Other:

1. Cover memo
2.
3.
4.

☐ Business Committee signature required

Barb Dickson, Executive Assistant/Internal Services Dept.

4. Budget Information

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

Agreement

5. Submission

Authorized Sponsor / Liaison: Joanie Buckley, Division Director/Internal Services

Primary Requestor: _____
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:

This is a request for a waiver of sovereign immunity for EFI PrintSmith for remote training assistance on the software and an upgrade to the PrintSmith software.

The software is for materials management for the Print Shop to track jobs as they pass through various areas. We have been using PrintSmith for the last 11 years so we have an investment in the software. The training need is for various staff from Customer Service to Administration and financial tracking.

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

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

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

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Joanie Buckley
Print Shop

FROM: Jo Anne House, Chief Counsel

DATE: August 19, 2015

RE: EFI Printsmith

Use this number on future correspondence:

2015-0823

8-20-15 ajb

Purchasing Department Use

✓ **Contract Approved**

____ **Contract Not Approved**
(see attached explanation)

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

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

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution, pursuant to section 10 of the Customer Support Agreement regarding choice of law. If this section is marked through and initialed by the vendor no Business Committee approval is required.

Oneida Tribe of Indians of Wisconsin
Internal Services Division - Administration Office

Memo

To: Oneida Business Committee

From: Joanie Buckley

Date: September 1, 2015

Re: Waiver of Sovereign Immunity for EFI contract

ACTION REQUESTED: Waiver of Sovereign Immunity for EFI PrintSmith contract 2015-0823 for $3,288.50.

This is to request a waiver of sovereign immunity for EFI PrintSmith invoice/contract 2015-0823 (EFI quote 9107) for remote training assistance on the software, and an upgrade to the PrintSmith software.

The contract in the amount of $3,288.50 has received legal review, and has been forwarded to Central Purchasing, pending approval of waiver of sovereign immunity.

The software is a materials management tool for the Print Center in order to track the jobs as they pass through the various areas. We have been using PrintSmith for at least 11 years, so we have an investment in the software. The change in the proprietary software would be costly, ranging from $30,000 up.

The training need is for various staff – from Customer Service to Administration, and financial tracking – as we continue to incorporate efficiencies into the operation.

Thank you.

c.c. Legal Office
Purchasing

NOTICE OF EXPIRATION/RENEWAL
PRINTSMITH CUSTOMER ASSIST PROGRAM
VISION

Quote 9107
Cust # 1026242

July 17, 2015

Joanie Buckley
Oneida Printing
2701 W Mason St
Green Bay, WI 54303-4965

This letter is in regard to your PrintSmith Customer Assist Support Agreement. Listed below is information regarding your agreement and your options to change your current support plan.

To change your annual support agreement, mark your desired program below, sign, date and fax this agreement to PrintSmith at (509) 753-5451 .

To reactivate any expired PrintSmith Customer Assist Support Agreement, customers must pay an additional fee of 15% of their annual support agreement for each month the contract has been expired. (Under no circumstances shall this amount exceed 100% of the annual Customer Assist Support Agreement fee in addition to the renewal price.)

Current or Expired Plan:	Agreement #:	Expiration Date:
Direct Assist	9107	3/31/2099

Please select your renewal plan below.

Customer Assist Plans:

☐ ***Direct Assist*** $ 1,029.60 ☐ ***Priority Assist*** $ 1,716.00

Please note that at the end of your initial Customer Assist Program period and any renewal periods, your support agreement will be automatically renewed. The fees will be invoiced quarterly if you pay via credit card and we will auto bill your credit card for the renewal. If you choose to pay via check, we require that you pay the annual fee in advance or in two semi-annual payments. The complete terms and conditions for the Direct Assist and Priority Assist Programs are included in the attached Customer Support Agreement, and by submitting this form and your payment, you are agreeing to the applicable program's terms and conditions.

You may cancel the Customer Support Agreement by sending written notice at least thirty (30) days prior to the due date for your next payment, subject to the termination limitation set forth in Section 3 of the Customer Support Agreement.

Except with respect to income recognized by EFI, Customer will be liable for payment of all tariffs, duties and taxes, however designated or levied, based on Customer's possession or use of the Licensed Software, this License Agreement, and/or any Services, including but not limited to any sales, use, value added, excise, services, personal property, and other taxes.

Payment Options:

☐ **Quarterly** (credit card required) ☐ **Semi Annually** ☐ **Annually**

Signature: _____ **Date:** _____ **Product Serial #:** 9107

The current version of PrintSmith software is available on our website. Join our email list service for automatic notification of updates and much more. Log on to the website and update to the current version of PrintSmith software and sign up for the email list service today!!

If you have any questions regarding your Customer Assist Program, please feel free to contact us.

Sincerely,
Your PrintSmith Support Team
printsmith.service@efi.com

EFI PrintSmith Vision • System Configuration/Order Form • Software & Support

Customer Account Information	
Customer Number:	1026242
Customer Name:	**Oneida Printing**
Payment Terms:	7 month Payment Plan Zero Down $470/mo

Vision System Configuration

Quantity	EFI PN	Item Type	EFI Item	Unit of Measure	Price	Price	Extended Cost
1	3000005711	Software	PrintSmith Vision Conversion Upgrade	EACH	995.00	696.50	696.50
16	100000000644	Professional Services	PrintSmith - Remote Professional Services (hour)	EACH	180.00	162.00	2,592.00
					July Sales Incentive Discount:	**(586.50)**	
					Totals:		$ 3,288.50

All Amounts Shown In USD
This proposal is valid through July 31, 2015

	Payment Information
Company Name:	Oneida Printing
Street Address:	2701 W Mason St
City/State/Zip	Green Bay, WI 54303-4965
Credit Card Number:	
Expiration Date	
Cardholder Name:	
Cardholder Signature:	
Date:	

DIRECT ASSIST AND PRIORITY ASSIST CUSTOMER SUPPORT AGREEMENT

PLEASE READ THIS DIRECT ASSIST AND PRIORITY ASSIST SUPPORT AGREEMENT ("SUPPORT AGREEMENT") CAREFULLY. This Support Agreement is intended to be supplementary to the End User License Agreement ("License Agreement") between Electronics for Imaging, Inc., the licensor of your PrintSmith software, and "YOU" the end user. The terms and conditions of the License Agreement and all amendments thereto are hereby acknowledged and reaffirmed. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the License Agreement. THIS SUPPORT AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND ELECTRONICS FOR IMAGING, INC. ("EFI" OR "PRINTSMITH").

In consideration of the premises set forth above and the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Maintenance Services**. During the Term (as defined herein) of this Support Agreement and subject to Licensee's payment of the Maintenance Fee, PrintSmith will furnish the following maintenance, support and other services ("Services") for the Licensed Software:

1.1. All updates, enhancements, upgrades or releases of the Licensed Software and related information and documentation ("Updates"); and

1.2. Reasonable access by telephone and/or Internet to PrintSmith's technical staff (not to exceed six hours per month) for consultation in the use and operation of the Licensed Software available Monday through Friday 7 a.m. to 5 p.m. MST.

2. **Maintenance Fee**. In consideration for the Services, Licensee shall pay PrintSmith the fee set forth on the attached letter ("Maintenance Fee"). The Maintenance Fee shall be due and payable in quarterly installments, (unless paying by check), in advance commencing on the first day following the Initial Term. In the event Licensee desires to pay by check, Licensee agrees to pay the annual Maintenance Fee in advance. PrintSmith shall have the right to change the Maintenance Fee provided that PrintSmith may not charge additional amounts to Licensee for periods paid for by Licensee.

3. **Term**. The initial term ("Initial Term") of this Agreement shall be for a period of one hundred eighty (180) days after the initial purchase of the PrintSmith software. After the Initial Term, this Support Agreement shall automatically renew quarterly (or annually in the event of a renewal by check) until cancelled (each, a "Renewal Term" and together with the Initial Term, the "Term"). Licensee may cancel the Services upon written notice to PrintSmith at least thirty (30) days prior to the due date for the next Renewal Term Maintenance Fee payment. In no event will PrintSmith be required to perform Services in the event that Licensee does not make timely payment of the Maintenance Fee. PrintSmith may terminate this Agreement (i) immediately upon breach of this Support Agreement or the License Agreement by Licensee, which breach remains uncured fifteen (15) days after notice from PrintSmith, or (ii) upon no less than ninety (90) days prior written notice to Licensee. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate upon termination of the License Agreement.

4. **License**. All Services provided to Licensee hereunder shall be deemed to be a part of the Licensed Software as that expression is used in the License Agreement, and all terms and conditions of the License Agreement not inconsistent with the express provisions of this Support Agreement shall be applicable to such Services, including without limitation those relating to use, copying, return of materials, assignments, ownership, copyright, trade secret and patent protection and applicable law.

5. **Limited Warranty**: PrintSmith warrants the media on which the Licensed Software is provided to be free from defects in materials and workmanship for 30 days after delivery. Defective media may be returned for replacement without charge during the 30-day warranty period unless the media has been damaged by accident or abuse. PrintSmith warrants, for 30 days after purchase, that the unaltered Licensed Software will conform to the documentation and will be without material defects. Due to the complex nature of computer software, PrintSmith does not warrant that the Licensed Software is completely error-free, will operate without interruption, or is compatible with all equipment and software installations. PrintSmith does not warrant that: (a) operation of any of the Updates shall be uninterrupted or error free, (b) that functions contained in the Updates shall operate in combinations which may be selected for use by Licensee or meet Licensees requirements, or (c) that the Updates will detect all viruses, Trojan horses, worms or other software routines or hardware components designed to permit unauthorized access to or to disable, erase or otherwise harm any software, hardware or data. PrintSmith's entire liability and your exclusive remedy shall be, at the option of PrintSmith, either (I) return of the price paid or (II) repair or replacement of any Update that does not meet the foregoing warranty, when returned to PrintSmith. This limited warranty is void if failure of the Update has resulted from accident, abuse or misapplication. Any replacement software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

PRINTSMITH MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, ITS

MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL PRINTSMITH BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS SUPPORT AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF PRINTSMITH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. PRITNSMITH'S LIABILITY TO YOU, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE MAINTENANCE FEES PAID TO PRINTSMITH DURING THE YEAR PRECEDING THE CLAIM. IN NO EVENT SHALL PRINTSMITH BE LIABLE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE PRODUCTS, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, OR DELAY IN THE DELIVERY OF PRINTSMITH OR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR ANY RELATED AGREEMENTS.

For personal, family, or household use of PrintSmith, some jurisdictions states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you. These warranties give you specific legal rights; you may also have other rights, which vary by jurisdiction from state to state.

6. **U.S. Government Restricted Rights**. The Services are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - - Restricted Rights at 48 CFR 52.227-19, as applicable.

7. **Force Majeure**. PrintSmith shall not be liable for its failure to perform any obligations on account of strikes, shortages, failure or acts of suppliers, riots, insurrection, fires, flood, storm, explosions, acts of God, war, military operations, acts of terrorism whether actual or threatened, acts of a public enemy, epidemics, quarantines, governmental action, labor conditions, earthquakes, material shortages or any cause which is similar to those enumerated or beyond the reasonable control of PrintSmith.

8. **Non-Assignment**. Licensee shall have the right to assign this Agreement to a successor by merger or a purchaser of all or substantially all of its assets relating to the business of which the use or sale of the Licensed Software are a part if the successor agrees in writing to be bound by this license. PrintSmith shall have the right to assign this Agreement, in whole or in part, and/or to subcontract its performance obligations hereunder, at any time and from time to time in its sole discretion.

9. **Entire Agreement**. This Agreement, together with the License Agreement and any and all exhibits, schedules and appendices attached hereto and thereto, constitute the entire agreement between the parties and supersede all prior oral or written representations, agreements, promises, or other communications, which pertain to the covered subject matter. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of each party.

10. **Governing Law**. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of California. Any dispute arising out of or in connection with this Agreement shall be adjudicated exclusively in the state or federal courts of the State of California, and all parties consent to personal jurisdiction and venue therein.

11. **Severability**. If any provision of this Agreement shall be held unenforceable or invalid, the remaining parts shall remain in full force and effect.

12. **Enforcement**. The failure of either party in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or provisions on any future occasion. The headings are for convenience only and do not affect the meaning of this Agreement. Sections 5, 6, 7, 10, 11 and 12 shall survive any termination of this Support Agreement.

Oneida Business Committee Agenda Request

XII.E. Approve Limited Waiver of Sovereign Immunity – Solar Deployment on Tribal Facilities Project contract # 2015-0692

1. Meeting Date Requested: 09 / 09 / 15

2. General Information:

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

Agenda Header: New Business

☐ Accept as Information only

☒ Action - please describe:

Approve contract for legal counsel to represent Tribe's interests during review and development of various agreements linked to the Solar Deployment on Tribal Facilities project.

3. Supporting Materials

☐ Report ☐ Resolution ☒ Contract

☒ Other:

1. Legal Review of contract for legal counsel
2. Letter from Nathan A. Karman
3. Exhibit2:ClientService/BillingPolicies&Procedures
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Tehassi Hill, BC Councilman

Primary Requestor: Michael Troge, Project Manager, Environmental Division / Energy Team
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Patrick Pelky, Environmental Division Director
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The Oneida Nation of Wisconsin submitted a grant application to the The Department of Energy (DOE) to install solar on several Tribal facilities. The Tribe was awarded $1 million in April. The DOE has recently released the Grant Agreement that includes the approved resolution from the 8/26 BC meeting. The grant agreement is currently going through Tribal review and will be presented at the 9/23 Business Committee meeting.

The 100% cash match will come from a project investor. The Tribe will commit some in-kind funding in the form of staff wages for project management. The Request for Proposal for the contractor and project investor is currently being drafted with input from Energy Team members. The agreements between the Tribe and the project investor will include:

- a limited liability agreement to form a company that will manage the solar project, and
- a power purchase agreement that will set the terms for the purchase of solar power for a contract term of about 8 years.

As part of the Project Team's due diligence efforts to assure that the project is a positive investment for the Tribe, legal counsel has been selected by the Project Team. Ater Wynne LLP has extensive experience with energy projects where Tribes partner with a project investor. Ater Wynne also works closely with Department of Energy for legal training, grant administration, and project evaluation. The project team has arranged to use grant funds to pay for legal services.

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

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

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

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Jo Anne House
Law Office

FROM: James R. Bittorf, Deputy Chief Counsel JRB

DATE: July 16, 2015

RE: Ater Wynne LLP-Terms of Engagement

Use this number on future correspondence:

2015-0692

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.)*
- ✓ Attorney contract requires Business Committee approval prior to execution. In addition, paragraph 6 of the terms and conditions set forth in Exhibit 2 to the contract provides that the law firm "will pursue appropriate and prudent collection remedies" in the event the Nation's account becomes delinquent, and the Nation agrees "to pay all fees and costs (including attorneys fees)" which the law firm may incur. This language may be interpreted as a waiver of sovereign immunity.

ATERWYNNE LLP
ATTORNEYS AT LAW

Suite 900
1331 NW Lovejoy Street
Portland, OR 97209-3280
503-226-1191
Fax 503-226-0079
www.aterwynne.com

Nathan A. Karman
Direct Dial: 503-226-8632
E-Mail: nak@aterwynne.com

July 14, 2015

Via E-Mail

Ms. Jo Anne House
Chief Counsel
Oneida Tribe of Indians of Wisconsin
P.O. Box 109
Oneida, WI 54155-0109

Re: Terms of Engagement

Dear Ms. House:

We are pleased you have retained Ater Wynne LLP ("Ater Wynne") to act as counsel to the Oneida Tribe of Indians of Wisconsin ("Oneida") in connection with Solar Deployment Project outlined in Oneida's April 30, 2015 Request for Proposals (the "RFP"). Our representation, as set forth herein, is only of Oneida. Unless expressly agreed, we are not undertaking representation of any related party, such as any individual elected official, officer, director, or employee of Oneida, or any subsidiaries or affiliates of Oneida.

Ater Wynne agrees to perform the work pursuant and subject to its May 21, 2015 "Detailed Proposal" (the "Proposal"), a copy of which is attached hereto as Exhibit 1. As such, Ater Wynne is willing to perform the services specifically requested in the RFP and outlined in the Proposal on a time and materials basis at the identified discounted rates, and our billings will not exceed $20,000 without prior written approval from Oneida. The Proposal identifies, and we here again want to repeat, that Ater Wynne made certain assumptions related to that $20,000 amount. In addition to the assumptions identified in the Proposal, we also want to clarify that the Proposal does not contemplate any litigation or other dispute resolution efforts, but is instead focused on advice and negotiation regarding specified deal documents. We want to highlight these assumptions so that everyone clearly understands the anticipated scope and shares the same expectations for the project. We are excited about this new relationship, and believe this shared understanding of expectations is important to develop the trust essential to grow this relationship.

Also, while I am licensed in Wisconsin, we understand that there might be some concerns relating to the firm's out-of-state location. I think you will find, as have other out-of-state tribal clients, that the physical distance will not cause any issues with our performance and that we will consistently deliver efficient and high quality legal work. That said, understanding that an in-person presence might prove desirable, I am willing, if requested, to visit in-person at Ater Wynne's sole cost and expense. In addition, should additional in-person meetings be required, I would never seek to bill for the time traveled.

We understand that our work on this project will not start until Oneida has accepted the Department of Energy ("DOE") award for the project. If Oneida does not accept the award, we

understand that we will not receive any fees from Oneida. Assuming Oneida does accept the DOE award, we will bill you for our services and costs advanced on a monthly basis. Our Client Service and Billing Policies Procedures are attached hereto as Exhibit 2. Because we value this opportunity to provide legal services, we are waiving our normal practice of requesting a retainer. If at any time you have questions about any aspect of our invoices, please do not hesitate to ask me about it.

We look forward to working with you.

Very truly yours,

Nathan A. Karman

Cc: James Bittorf
Michael Troge

Enclosure

READ AND AGREED TO BY:

ONEIDA TRIBE OF INDIANS OF WISCONSIN

_____	_____
Oneida Business Committee Officer	Date
_____	_____
Oneida Business Committee Officer	Date
_____	_____
Jo Anne House, Chief Counsel	Date

LEGAL REPRESENTATION FOR SOLAR DEPLOYMENT PROJECT

ATER WYNNE LLP
1331 NW Lovejoy St., Suite 900
Portland, OR 97209
Phone: (503) 226-1191

Primary Contact: Nathan Karman
Date: May 21, 2015

ATERWYNNE LLP
ATTORNEYS AT LAW

1331 NW Lovejoy Street
Suite 900
Portland, OR 97209-3280
503-226-1191
www.aterwynne.com

DETAILED PROPOSAL

1. Conflict Of Interest

Ater Wynne LLP ("Ater Wynne") does not have any conflicts of interest which might affect its ability to perform the services required by the Oneida Tribe of Indians of Wisconsin (the "Tribe"), and is unaware of any potential conflicts of interest.

Ater Wynne previously performed work for the Oneida Enterprise Development Authority (the "Authority"). Ater Wynne last performed work for the Authority in April of 2006, administratively closing the matter on April 23, 2007.

Ater Wynne currently serves as *pro bono* counsel to the Midwestern Tribal Energy Resource Association ("MTERA"), an association which includes the Tribe.

2. License to Practice

Ater Wynne attorney Nathan Karman is licensed to practice law in Wisconsin.

3. Firm Demographics

Ater Wynne is a full-service law firm which provides strategic legal counsel to regional, national, and international businesses, organizations, and governments, including tribal governments and enterprises. Of particular relevance to this proposal, Ater Wynne has special expertise in energy development, including renewable energy project development, as well as a long history of serving Indian country. As of the date of this proposal, Ater Wynne consists of 37 attorneys and has a total workforce of 70. Ater Wynne anticipates that this engagement would be performed primarily by the Indian Law Practice Group, which consists of four attorneys headquartered in Portland, Oregon. No disciplinary action has been taken against the firm or shareholders, partners or associates of the firm during the past five (5) years and no such action is pending.

4. Engagement Team

Full resumes of attorneys in the Indian Law Practice Group are attached to this proposal. The following provides a brief summary of these attorneys.

a. Nathan Karman (*licensed in Wisconsin*) – Nathan is an environmental, energy, and Indian law attorney with substantial experience in energy and Indian law matters, including negotiating and implementing the exact type of project the Tribe desires to pursue. Nathan, who would be the lead attorney for Ater Wynne on this project, was born and raised in Wisconsin, and the majority of his family still lives in the Green Bay area. As such, Nathan regularly returns to Wisconsin

to visit family, with his next trip planned for July. Nathan is the Treasurer of the Oregon State Bar's Indian Law Section's Executive Committee.

b. David Connell – David, Chair of Ater Wynne's Business Department, focuses on tax and business matters for a variety of clients, including nonprofit and other tax-exempt organizations like tribes. David has special expertise in the federal tax incentives and how tribes can monetize such incentives in connection with renewable energy project development.

c. Douglas MacCourt – Doug, Chair of the firm's Indian Law Practice Group and Editor of *Renewable Energy Development in Indian Country: A Handbook for Tribes* (January 2010), advises tribes and tribal businesses on a variety of economic development activities, including energy development activities. Doug is also on Oregon State Bar's Indian Law Section's Executive Committee.

d. John Schultz – For nearly 30 years, John, the founding co-chair of the firm's Indian Law Practice Group, has advised tribal clients on federal and state regulatory issues, including environmental issues, NEPA document preparation and compliance, gaming regulation, cultural resources, water rights, forestry, employment, fee-to-trust, and construction matters. John also served on an advisory committee to the National Indian Gaming Commission regarding environmental, public health and safety regulations for tribal casinos.

5. **Expertise**

a. Engagements Similar to Engagement Described in the RFP

i. *Forest County Potawatomi Community Solar Project* (Wisconsin) – Served as in-house counsel to the Forest County Potawatomi Community ("FCPC")[1] and assisted with the negotiation and pre-development work associated with FCPC's approximately 750 kW community solar PV project. FCPC's solar project, from what I understand, effectively mirrors the project the Tribe plans to pursue. In particular, as we understand it, both projects appear to include the following: a Department of Energy – Tribal Energy Program ("TEP") grant; a cost share commitment by an investment team affiliated with SunVest Solar, Inc. ("SunVest") (and likely having the same tax advisors); and the tribe purchasing power through a power purchase agreement ("PPA") of fixed duration until the investors recoup their net capital contribution.

[1] For clarity's sake, please note that Ater Wynne did not represent FCPC, but Ater Wynne attorney, Nathan Karman, provided these services while working in Milwaukee as the in-house energy and environmental attorney for FCPC.

ii. *Soboba Band of Luiseño Indians Solar Project* (California) – Assist the Soboba Band of Luiseño Indians ("Soboba") with the implementation of its approximately 1 MW community solar PV project. Like the Tribe's proposed project and the FCPC project, the Soboba project involves a TEP grant, a PPA, and tax partners. Ater Wynne has assisted with the development of the request for proposals for the project, the identification of possible structures to help Soboba monetize federal tax incentives, and the negotiation with TEP to the tax structures' compliance with other applicable federal regulations.

iii. *To'Hajiilee Economic Development, Inc.'s Solar Project* (New Mexico) – Assist the To'Hajiilee Economic Development, Inc. ("TEDI") with the development of an approximately 30 MW solar PV project, which also received TEP funding. Ater Wynne's services included assistance with the identification of and negotiation with a development partner, the creation of a separate project entity to help TEDI monetize tax incentives, and the negotiation with potential offtakers regarding PPA terms.

iv. *Tohono O'odham Nation Solar Project* (Arizona) – Assist the Tohono O'odham Nation with the formation of a Section 17 Corporation to finance, develop, and manage all energy projects for 3 million acres of tribal trust and allotment lands. Drafted and completed lease and development negotiations for the first phase of a 50 MW solar PV project with investor owned utility on tribal trust lands formerly used for disposal of mining waste, and advised client regarding necessary federal approvals.

v. *Turtle Mountain Band of Chippewa Indians Energy and Utility Development* (North Dakota) – Assist the Turtle Mountain Band of Chippewa Indians ("TMBCI") with the formation of an energy development entity to pursue solar and wind development projects, including projects with third party tax investors. Also assist with the formation of a tribal utility authority.

b. <u>Ater Wynne's Energy law, Indian law, and Tax Law Expertise</u>

As demonstrated in the foregoing discussion of engagements as well as the resumes attached, Ater Wynne has a deep energy law and Indian law background, and has significant experience in tribal energy development, including developments involving tax equity financing. As a result of this experience, the firm has gained a national reputation for tribal energy issues, and is a frequent speaker at tribal energy conferences, including those organized by the Department of Energy, the National Renewable Energy Laboratory, universities (e.g., Seattle University), and other third

party organizers (e.g., Native Nation Events, Law Seminars International).[2] Moreover, in addition to the tribal solar projects discussed above, Ater Wynne has worked with tribes on other energy projects (e.g., biomass, hydroelectric, transmission, waste-to-energy, and wind) as well as with non-tribal developers and utilities pursuing both conventional and renewable energy projects, including serving as pre-development counsel to a developer of a utility scale (200+ MW) solar PV project.

c. Implementation of Department of Energy Grants

While working for FCPC, Nathan Karman served as the Business Contact and/or Technical Contact administering numerous Department of Energy ("DOE") grants. In particular, Nathan administered the following DOE grants: Recovery Act funding utilized for the construction of the approximately $20M Anaerobic Digester and Biogas Facility in Milwaukee (the "FCPC Digester"); TEP funding for the energy efficient retrofits of the former Wundar Hall on FCPC's Wgema Campus in Milwaukee; TEP funding for energy efficiency investigation and feasibility study on the Carter Casino and Hotel; and, until he returned to Ater Wynne, the FCPC community solar project in Milwaukee and Forest counties. In addition, Ater Wynne is currently working with Soboba and TEP personnel to ensure grant compliance in connection with the proposed tax structures for Soboba's TEP-funded project. Moreover, Ater Wynne has also worked with other tribes and/or tribal enterprises, including TEDI and the Winnebago Tribe of Nebraska, who have received TEP funding. As a result of this extensive experience on DOE grants, Ater Wynne attorneys have developed strong relationships with TEP and Office of Indian Energy personnel.

d. Ater Wynne's Expertise Relating to the Monetization of Tax Incentives

All of the engagements listed above involved or will involve third party tax investors and involve the use of structures necessary to enable the third parties to utilize the Investment Tax Credit ("ITC") and depreciation benefits, thereby reducing the tribe's overall project costs. Through these engagements, Ater Wynne has identified, evaluated, and/or negotiated numerous proposed structures allowing the monetization of tax incentives, and has a unique understanding of their respective advantages and disadvantages. In addition, during Nathan Karman's tenure at FCPC, FCPC received an IRS Private Letter Ruling (the "PLR") allowing FCPC to pass the ITC directly to third parties without an intermediate project company, and worked with FCPC to evaluate possible uses of the PLR.

[2] Some of the presentations are discussed on the attached resumes. A more complete list is available upon request.

e. Ater Wynne's Expertise Relating to Combining Grants and Tax Credit Financing

Both the FCPC and Soboba projects discussed above involve, or will involve, the combination of TEP Grants and third party tax financing/investment. Both projects have involved and required negotiations with tax investors and with TEP to maximize the value of tax incentives without jeopardizing grant funds. In short, no firm has more direct or relevant experience with or understanding of the issues related to combining TEP funds with federal tax incentives.

f. Ater Wynne's Expertise Relating to the Negotiation of PPAs

All of the projects discussed above involve or will involve the negotiation of PPAs. In addition, Ater Wynne has experience negotiating PPAs from the seller and the buyer end of the project, and has the ability to identify and negotiate critical terms of these agreements in a manner that maximizes the environmental, energy, and economic interests of the Tribe.

g. Ater Wynne's Expertise Relating to Wisconsin Utility Law, Utility Interconnection Documents, and Tariffs

While working at FCPC, Nathan Karman spent a significant amount of time analyzing Wisconsin utility law, including how such law applied to tribes and distributed generation projects (such as solar), and has kept up with recent rate restructuring issues in Wisconsin. Moreover, Mr. Karman negotiated the interconnection agreement and ensured tariff compliance for the FCPC Digester, working closely with We Energies on that project. Further, Mr. Karman discussed with We Energies personnel rate and tariff issues relating to other proposed energy development projects in Wisconsin, including projects on trust and fee lands, as well as the possible use of individual contracts to lower utility rates for FCPC.

6. **Services Provided**

As discussed above, Ater Wynne has specialized and unique experience in implementing the exact project the Tribe desires to pursue. In addition to the entity formation, tax, grant, and utility expertise discussed above, Ater Wynne also have significant experience negotiating other contracts ancillary to energy project development, including operation and maintenance, consulting (e.g., accounting), and land-related (e.g., lease or permit) agreements.

Moreover, attorneys Karman, MacCourt, and Schultz all have an environmental compliance background, and are aware of an sensitive to the environmental issues and concerns that may motivate and/or otherwise impact renewable energy projects. Attorney Connell, on the other hand, began his career at a consulting firm and has extensive experience with financial analysis of projects.

Finally, Ater Wynne has experience working in-house with a tribe and, as such, knows how frustrating it can be to receive work from outside attorneys that is inaccessible or otherwise useless. Ater Wynne attorneys understand the pace, needs, and demands of working within a tribal government and make it a priority to efficiently deliver work product that is immediately useful and accessible for government officials, employees, or advisors.

7. **Fees and Expenses**

a. Rates

To demonstrate our interest in supporting the Tribe on this important project, Ater Wynne is willing to perform the work requested in the Tribe's April 30, 2015 Request for Proposals ("RFP") at discounted hourly rates. In his engagement with MTERA, Nathan Karman agreed to reduce his hourly rate for MTERA members from $310 to $270. As a further demonstration of interest and support, Nathan, who will be the primary attorney working on this matter, is willing to reduce his hourly rate to $250. In addition, Ater Wynne tax partner David Connell, who would be the other attorney most likely to be involved in assisting the Tribe, has agreed to discount his rate from $425 to $340 per hour. Other colleagues are similarly willing, if the need arises, to perform the work requested in the RFP at the following discounted rates:

	Standard Rate	Proposed Discounted Rate
Douglas MacCourt	$410	$320
John Schultz	$375	$305
Associates[3]	From $220 to $280	From $150 to $210
Paralegals[4]	From $130 to $210	From $90 to $150

b. Budget

The overall hours necessary to perform the services required will vary based both on the type of requests from the Tribe as well as the nature of the interactions with the contractor-installer, investors, and, if appropriate, the TEP. However, based on the understanding that (a) the contractor-installer, investor, and financial consultant will be providing initial drafts of the design-build (or engineer-procure-construct) contract, the project company documents, the PPA, the consulting agreement, and the operation and maintenance agreement; (b) Ater Wynne will not be required to provide formal tax opinions or obtain formal determinations from the Internal Revenue Service; and (c) that the Tribe's personnel will be significantly involved in the business aspects of the negotiation and discussions with the tax credit investors, Ater Wynne proposes to perform the work specifically requested in the RFP on a time and materials basis and would not exceed **$20,000** without prior written approval of the Tribe. Additional detail regarding the anticipated costs for the services required in the RFP are set forth below.

[3] Range based on seniority.
[4] Higher cost paralegals have law degrees.

i. *Advice Concerning Formation of the Project LLC* - $10,000

ii. *PPA Negotiations* - $2,750

iii. *Construction Contract Negotiation* - $2,500

iv. *Financial Consulting Agreement Negotiation* - $500

v. *Operation and Maintenance Agreement Negotiation* - $500

vi. *Advice Concerning Renewable Energy Credits* - $375

vii. *Other Related Areas (Site Approvals, Utility Agreement Review*) - $3,375

If you request additional detail regarding the anticipated costs, please let us know. Also, if you would prefer alternative fee structures, including those involving fixed fees, Ater Wynne would be willing to discuss the same.

We are honored to be considered as potential counsel for this exciting and important project, and look forward to the opportunity to use our expertise to help the Tribe implement this solar project and further its economic, energy independence, and environmental goals.

ATERWYNNE LLP

EXHIBIT 2

CLIENT SERVICE AND
BILLING POLICIES AND PROCEDURES

The attorney-client relationship works best when there is a mutual understanding about client service, fees, and payment terms. Accordingly, the following will explain briefly our billing policies and procedures, which are binding terms and conditions of your engagement with Ater Wynne. Your acceptance of the attached engagement letter represents agreement to be bound by and acceptance of these billing policies and procedures.

1. **STAFFING.** Typically, one attorney will have the primary responsibility for assuring your legal needs are being satisfied and for overseeing your billing. We may also assign additional attorneys and legal assistants to assist in providing you with legal services on the basis of their experience and expertise as well as the nature and scope of the issues.

2. **FEE STRUCTURE.** The amount of our invoices will represent the fair value of the services provided, taking into account the time records for the matter. In determining the value of our services, each of our attorneys and legal assistants is assigned an hourly rate and maintains time records, which are reviewed monthly by the billing attorney before an invoice is rendered. Our hourly rates are subject to change from time to time. Unless otherwise agreed, all services are performed on an hourly basis at our hourly rates. Our fees are subject to appropriate adjustment (upon consultation with you) to reflect particularly difficult or novel legal matters, the tasks performed, the skills required to fulfill those tasks properly, the particular results obtained, the time schedule you have imposed, and other relevant circumstances.

3. **FLAT-FEE SERVICES.** In order to serve your legal needs more quickly and efficiently, we provide certain routine services on a flat-fee basis, such as some intellectual property filings and company formations. When services are provided on a flat-fee basis, we will tell you in advance what the charges will be and identify what services are included in the flat fee. Customization of standard documents for your unique requirements will be billed on an hourly basis. Services performed that are outside the scope of any flat-fee project will be billed in addition to the flat fee on an hourly basis.

4. **RETAINERS.** It is our policy to obtain an advance retainer from new clients and existing clients when we deem appropriate, which retainer will be held in our client trust account. At the conclusion of our engagement and after payment of all our fees and expenses, we will return to you, without interest, any unearned portion of the retainer. We reserve the right to use any part of the retainer to pay an account balance not paid within thirty days of the invoice date, and to discontinue our representation until you forward funds to restore the full retainer.

5. **EXPENSES AND COSTS.** In addition to our fees for legal services, we typically require prepayment of any out-of-pocket expenses that we will incur on your behalf. When out-of-pocket expenses are expected, but the amount of those expenses is not known in advance, we will request a reasonable trust deposit, and require prompt reimbursement of any additional costs

incurred. Examples include travel expenses, filing fees, maintenance fees, government fees or surcharges, third-party attorney (such as foreign counsel) and consulting fees, and overnight delivery services. Failure to pay requested out-of-pocket expenses may delay your services and detrimentally affect your rights. We are not obligated to advance such expenses on your behalf. Generally, we will not charge clients for internal costs that we incur on your behalf, such as reproduction of documents and long-distance telephone calls. However, we do pass through these items at our actual cost when they are substantial (*e.g.*, more than $25 for any single copy job or long distance phone call) and we do charge you for directly-related computer research or illustration at the third-party provider's standard rate.

6. **BILLINGS AND PAYMENTS.** Unless otherwise agreed, our invoices will be rendered on a monthly basis, and payment is due in full upon receipt. Like other businesses, we may be required to borrow money if our accounts are not paid promptly. Therefore, we will add a service charge to account balances not paid within thirty days of the invoice date equal to 9% per annum (*i.e.*, 0.75% per month). If an account becomes delinquent, we will pursue appropriate and prudent collection remedies. You agree to pay all fees and costs (including attorney fees) we may incur in collecting any amounts owed on your account. Fees and expenses are always due and payable without regard to the consummation of any proposed transaction or the outcome of any matter.

7. **TERMINATION OF SERVICES.** We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with applicable ethical rules, including unanticipated conflicts of interest or unpaid legal fees and expenses.

8. **RETENTION AND DISPOSITION OF DOCUMENTS.** Following termination of our legal representation, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by us. All documents retained in our files will be administered consistent with our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of our files, including all documents or other materials retained in those files, within a reasonable time after the termination of our representation.

9. **CLIENT SERVICE.** It has always been, and will continue to be, Ater Wynne's goal to provide legal services to you in the most cost effective and time efficient manner possible. If at any time you wish to discuss our legal services, billing policies and procedures generally, or a specific invoice, we encourage you to contact the attorney responsible for your account or our Director of Finance at (503) 226-1191.

Oneida Business Committee Agenda Request

XII.F. Approve authorization to utilize information from the Governmental Services Division-Transit in regards to Master's program Capstone project

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: New Business

☐ Accept as Information only

☒ Action - please describe:

Approve authorization to utilize information from the Governmental Services Division-Transit in regards to Master's program Capstone project titled "The Oneida Nation of WI Transit System: Effect of change from a Demand-Response/Dial-a-Ride service to a Point Deviation Service."

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1. Cover memo
2. Problem Statement
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Jo Anne House, Chief Counsel

Primary Requestor: _____
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:

Master's student at UW-Osckosh is requesting to study the Tribe's transit system in the Capstone project for the program. Ms. Hernandez has met with Governmental Services Division Director and the Program Director for Transit. All personnel have identified that the policy analysis that will be conducted as part of this capstone project will provide useful information in the ongoing review for effectiveness and improvements to the transition system.

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

JO ANNE HOUSE, PHD
CHIEF COUNSEL
JAMES R. BITTORF
DEPUTY CHIEF COUNSEL
REBECCA M. WEBSTER, PHD
SENIOR STAFF ATTORNEY

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PATRICIA M. STEVENS GARVEY
CAROYL J. LONG
KELLY M. MCANDREWS
MICHELLE L. MAYS

M E M O R A N D U M

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel

DATE: September 2, 2015

SUBJECT: Master's Capstone Project – Hernandez – Study of Tribe's Transit System.

Renita Hernandez is a student at UW-Oshkosh in the Master's program. I met with Ms. Hernandez as part of identifying subjects for her capstone project. She has expressed an interest in a capstone project that would provide value back to the Tribe. We discussed her interests and studies to identify subjects that would fit within her capstone project and would also generate beneficial information to the Tribe regarding the subject being studied. Ms, Hernandez identified several areas, and I indicated personnel within the Tribe for her to meet with to have further discussions about the subject and the scope of any potential study.

The Governmental Services Division Director and the program manager for Transit have indicated that a study of the current system versus a standard bus route would be useful in providing information to guide future growth. The Transit program has prior studies as well as information regarding current ridership that will assist in developing this study.

The information that would potentially be needed by the student would involve ridership levels, times, and locations. In addition, there may be access requested to prior studies and documents, as well as access to financial information from Transit. There will be no access to personally identifiable information regarding ridership in the transit system.

If you have further questions, please contact me.

"The Oneida Nation of WI Transit System: Effect of change from a Demand-Response/Dial-A-Ride service to a Point Deviation Service".

Renita Hernandez
UW-Oshkosh
Capstone Experience
September – December 2015

Problem Statement

With the current use of a "Demand-Response/Dial-A-Ride" service that the Oneida Nation Transit Department utilizes, there are at times longer wait periods for pick up, missed or cancelled pick-ups, and the medical transportation issues. The objective will be to identify the current service and look at what would be more cost efficient for the Oneida Transit Department and how will these changes affect their customers.

Executive Summary

The Oneida Nation of Wisconsin consists of about 7,415 enrolled tribal members who reside on the reservation. The reservation consists of 102.2 square miles and is located just outside of Green Bay, Wisconsin. The Oneida Nation of Wisconsin currently has a transit system which services all of the Oneida reservation boundaries and to certain areas in the Green Bay area. Such transit services outside the reservation boundaries are mainly utilized for medical appointments only.

The current transportation service used by the Oneida Nation of Wisconsin transit system is a "Demand-Response/Dial-A-Ride" service. This is where a person would call to be picked up either on demand or at a certain time of day. The Oneida Transit Department would like to see how changes to a "point Deviation Service" would affect the overall transport services that they offer to their current customers. The services will include daily riders and those on the medical routes as well. Recommendations will show how the current services are compared to a possible change in how the Oneida Nation Transit system transports their tribal members. This will include the impact on current prices, wait times for pick up, and medical transportation schedules for current tribal members.

Research will be done to look at how price changes will affect those who currently utilize transit services. The majority of people who currently utilize the Oneida Transit service are those who are considered to be low income households. What financial impact will that have on those people and will those people be willing to pay more to keep the current "Demand-Response/Dial-A-Ride" service?

This paper will take a look at what impact a "Point Deviation" service will have financially for the Oneida Transit Department. Will a change to this service be more cost effective to the department? How will this type of transportation service benefit their current customers? Will their current customers be willing to such a change in how the Oneida Transit System is wanting to change their current transportation services?

The Oneida Transit Department has previously in the past tested such a route to see if people would utilize the "Point Deviation" service. It was utilized for a period of one summer and results have failed. This was more than five years ago. The Oneida Transit System would like to see if there are people who would be willing to utilize this service now as time has passed.

A thorough research of such a change will include the impact of such a change to the department, their customers and what recommendations could be offered to the department. This paper will also take a look at other Tribal Transit systems to compare what types of services they are offering and why their services are successful or not.

XII. NEW BUSINESS

G. Enter E-Poll results into the record for approval of amended FY '16 Budget meeting packet which includes corporate audits
Sponsors: Lisa Summers, Tribal Secretary; Trish King, Tribal Treasurer

This agenda item contains information for Tribal Members only. Please visit the Business Committee Support Office on the second floor of the Norbert Hill Center with Tribal I.D. to obtain full packet materials. Materials may also be obtained after logging into the Tribal Members only portal at https://oneida-nsn.gov/members-only/gtc-portal/meeting-materials/

For any questions, please call the Business Committee Support Office at (920)869-4364 or send an email to TribalSecretary@oneidanation.org. Thank you.

Oneida Business Committee Agenda Request

XII.H. Request Governmental Services Division Director bring forward Standard Operating Procedures for SEOTS at the October 14, 2015 Business Committee meeting

1. Meeting Date Requested: 09 / 09 / 15

2. General Information:

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

Agenda Header: Unfinished Business

☐ Accept as Information only

☒ Action - please describe:

Request the Governmental Services Division Director bring forward the draft Standard Operating Procedures for SEOTS at the 10/14/15 Business Committee meeting.

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1. 07/22/15 Agenda Request
2. Meeting Notes from 07/22/15-Page 6 only
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Cristina Danforth, Tribal Chairwoman

Primary Requestor: Mary C. Graves, Chairwoman's Assistant
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:

During the July 22, 2015 Business Committee meeting a motion was made to "follow the chain of command and direct the concern to the Governmental Services Division Director, for follow up and the development of Standard Operating Procedures relative to this issue".

A timeline for completion was not provided and should be set by the Business Committee to ensure the SOP's are developed timely. Recommend the draft SOP's be available for review at the 10/14/15 BC meeting with completion and approval of the SOP's expected by 11/25/15.

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

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

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

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 07 / 22 / 15

2. General Information:

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

Agenda Header: New Business

☐ Accept as Information only

☒ Action - please describe:

BC to direct the SEOTS Director to develop SOP's for polycommed/skyped meetings and to develop a procedure for having meeting packets available at SEOTS for Tribal Members. Draft SOP's to be received and presented to the BC during the 08/26/15 meeting.

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1. Email Request
2.
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Cristina Danforth, Tribal Chairwoman *Cristina Danforth*

Primary Requestor: _____
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:

Please see the following email from Tribal Member Mike Debraska.

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

Mary C. Graves

From: Mike Debraska <mike.debraska@yahoo.com>
Sent: Friday, July 10, 2015 9:07 AM
To: Cristina S. Danforth
Cc: Mary C. Graves
Subject: BC Agenda

Tina:

Please place me on the upcoming BC agenda to discuss the following:

Drafting of SOP's by the SEOTS Director for the Polycomming/Skyping of meetings, to include procedures for having agenda's, meeting packets, and any supplemental handouts at SEOTS for tribal members and to have the SOP's ready for presentation to the BC at the August 26, 2015 meeting.

Thank you.

Mike Debraska
Advocate

Councilman David Jordan departs at 11:29 a.m.

B. Direct SEOTS Director to develop SOP's
Sponsor: Tina Danforth, Chairwoman
Motion by Jennifer Webster to follow the chain of command and direct the concern to the Governmental Services Division Director, for follow up and the development of Standard Operating Procedures relative to this issue, seconded by David Jordan. Motion carried unanimously:
Ayes: Fawn Billie, Melinda J. Danforth, Trish King, Brandon Stevens, Jennifer Webster
Not Present: David Jordan, Tehassi Hill, Lisa Summers

C. Discuss Higher Education concerns regarding part time and returning students
Sponsor: Tina Danforth, Chairwoman
Motion by Brandon Stevens to defer this item for thirty (30) days, seconded by Jennifer Webster. Motion carried unanimously:
Ayes: Fawn Billie, Melinda J. Danforth, Trish King, Brandon Stevens, Jennifer Webster
Not Present: David Jordan, Tehassi Hill, Lisa Summers

D. Approve request to re-post one (1) vacancy on the SEOTS Advisory Board
Sponsor: Tina Danforth, Chairwoman
Motion by Fawn Billie to approve request to re-post one (1) vacancy on the SEOTS Advisory Board, seconded by Brandon Stevens. Motion carried unanimously:
Ayes: Fawn Billie, Melinda J. Danforth, Trish King, Brandon Stevens, Jennifer Webster
Not Present: David Jordan, Tehassi Hill, Lisa Summers

Councilman David Jordan returns at 11:47 a.m.

E. Note constitutional amendment approval letter dated June 19, 2015, for the record and note appeal dated July 9, 2015, for the record
Sponsor: Tina Danforth, Chairwoman
Motion[1] by Melinda J. Danforth to accept the constitutional amendment approval letter dated June 19, 2015, and received June 24, 2015, for the record; to accept the notice of appeal dated July 9, 2015, and received on July 10, 2015, for the record; and to direct Chief Counsel to review all materials and report any potential impacts to the Business Committee, seconded by Fawn Billie. Motion carried unanimously:
Ayes: Fawn Billie, Melinda J. Danforth, David Jordan, Trish King, Brandon Stevens, Jennifer Webster
Not Present: Tehassi Hill, Lisa Summers

Motion by Jennifer Webster to recess at 12:23 p.m. and to reconvene at 1:30 p.m., seconded by Fawn Billie. Motion carried unanimously:
Ayes: Fawn Billie, Melinda J. Danforth, David Jordan, Trish King, Brandon Stevens, Jennifer Webster

Called to order by Chairwoman Tina Danforth at 1:33 p.m.
Secretary Lisa Summers and Councilman Tehassi Hill are not present.

F. Approve Food Service Category plan
Sponsor: Michele Doxtator, Area Profit Manager/Retail

[1] Motion was made prior to recess and voted upon after meeting reconvened.

Oneida Business Committee Agenda Request

XIII.A.01. Councilman Tehassi Hill – Meijer Ladies Professional Golf Association event – Belmont, MI – July 20-23, 2015

1. Meeting Date Requested: 09 / 09 / 15

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:

Accept travel report for Councilman Hill's travel toMeijer LPGA event, July 20-23, 2015 in Belmont, MI
*Travel was approved July 13, 2015 via E-poll and entered into the official Business Committee records at the July 22, 2015 BC meeting.

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, Council Member

Primary Requestor: Danelle Wilson, Legislative Assistant/Office of Tehassi Hill
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

BUSINESS COMMITTEE TRAVEL REPORT

Traveler Name: Tehassi Hill

Travel Event: Meijer LPGA

Travel Location: Belmont, MI

Departure Date: 07/20/2015 **Return Date:** 07/23/2015

Projected Cost: 1,251.45 **Actual Cost:** 1,251.45

Date Travel was Approved by OBC: 07/13/2015

Narrative/Background:
I traveled to Grand Rapids Michigan for the LPGA event for the purpose of learning more about the potencial opportunity to host a similar event at Thornberry Creek at Oneida. The LPGA is one of the longest running and most successful woman's sports organizations in the world. I was able to have at brief meeting with LPGA Commissioner, Michael Whan. Commissioner Whan has been overseeing the LPGA since 2010. He expressed his excitement over the potencial of Oneida hosting the LPGA. His staff was very helpful in answering my questions and setting up meetings and tours with the management company running the event. I was able to see all the "back of the house operations" that it takes to run this event. I toured the space required for the television trailer, viewing platforms, how public entrance is set up, off site parking, on site parking and learned more about security, hospitality tents, sponsor signage and volunteer opportunities. It's my opinion that hosting the LPGA would be a great fit for our community and a great way to promote Oneida nationally as a destination.

Item(s) Requiring Attention:
Click here to enter text.

Requested Action:
Accept travel report

Oneida Business Committee Travel Request

XIII.B.01. Approve fully grant funded travel request for Councilman Tehassi Hill – National Tribal Energy Summit – Washington, DC – September 23-24, 2015

1. OBC Meeting Date Requested: 09 / 09 / 15 ☐ e-poll requested

2. General Information:

Event Name: National Tribal Energy Summit

Event Location: Washington, DC

Attendee(s): Tehassi Hill

Departure Date: Sep 23, 2015

Attendee(s):

Return Date: Sep 24, 2015

Attendee(s):

3. Budget Information:

☐ Funds available in indivdual travel budget(s)

☐ Unbudgeted

☒ Grant Funded or Reimbursed

Cost Estimate:

4. Justification:

☒ Liaison Appointment Responsibilities

To which Strategic Direction(s) does this travel relate?

☐ Advancing Principles

☐ Creating a Positive Organizational Culture

☒ Committing to Building a Responsible Nation

☒ Implementing Good Governance Processes

Describe the purpose of Travel and how it relates to the Strategic Direction(s) and/or your liaison area:

This summit will provide a forum for gaining a better understanding of energy development and other issues around energy security as it relates to energy self-sufficiency and how Tribal governments can better prepare for the future.

*The Office of Indian Energy will be reimbursing travel costs under the START program, through National Renewable Energy Laboratory (NREL)

5. Submission

Sponsor: Tehassi Hill, Council Member

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

Form approved by OBC on 03/25/2015

The Secretary of Energy
Washington, DC 20585

July 31, 2015

Dear Tribal Leader:

It is my honor to cordially invite you to the National Tribal Energy Summit September 23-25 at the Capitol Hill Hyatt Regency in Washington, DC. This event is co-sponsored by the U.S. Department of Energy (DOE) and the National Conference of State Legislatures, in collaboration with the National Center for American Indian Enterprise Development.

The National Tribal Energy Summit will be a two-and-a-half day event, with an opening reception the evening of September 23 at the National Museum of the American Indian.

As you are aware, energy security is of particular concern in many Native American communities. In spite of abundant natural resources on Tribal lands, Tribal leaders and their communities face unique and pressing challenges related to energy self-sufficiency and climate preparedness.

The National Tribal Energy Summit will provide a forum for exploring energy development and other important issues that you identify; sharing best practices; and identifying common goals around increased energy innovation and technology deployment on Tribal lands. There will also be special sessions, including one to address DOE's invitation made at the December 2014 Tribal Working Group Summit to assist with financing Tribal energy projects.

The National Tribal Energy Summit will bring together federal agencies, state and Tribal governments, Tribal corporations, private industry, utilities, and academia to support the Obama Administration's long-held priority to assist Tribal efforts to enhance energy security, increase community resiliency, and cultivate a sustainable energy future. Additionally, the National Tribal Energy Summit will:

- Celebrate Tribal successes in clean energy deployment;
- Convene Tribal leaders from across the United States (including Alaska);
- Examine continuing challenges to Tribal participation and jobs in the clean energy economy; and
- Highlight the energy choices Tribal governments will face in the future.

We seek to discuss how together we can achieve the important goals of President Barack Obama's National Energy Policy to the benefit of Tribes, Native Alaskans, and our Nation. Attached, please find a Registration Form, and a Summit and Logistics Overview of the National Tribal Energy Summit.

If you have any questions, please contact Chris Deschene, Director, Office of Indian Energy Policy and Programs, at IndianEnergy@Hq.Doe.Gov, or visit the Summit website at www.ncsl.org/tribalenergy for more information.

I look forward to seeing you at the 2015 National Tribal Energy Summit and continuing our dialogue about the future of Indian Country.

Sincerely,

Ernest J. Moniz

Enclosures

NATIONAL TRIBAL ENERGY SUMMIT

Transforming Our Energy Future

Energy security is of particular concern in many Native American communities, despite the ample resource potential that exists on Indian lands. Charged with promoting the well-being of current and future generations, tribal councils face unique and pressing challenges related to energy self-sufficiency and climate preparedness.

To address these challenges, the U.S. Department of Energy (DOE) is participating in a National Tribal Energy Summit September 24–25, 2015, in Washington, D.C. The National Summit supports the Obama Administration's ongoing commitment to assist tribal efforts to enhance energy security, increase community resiliency, and cultivate a sustainable energy future.

Save the Date!

Sept. 24–25, 2015
Washington, D.C.

Hyatt Regency Washington on Capitol Hill

Register and find more information online at **www.ncsl.org/tribalenergy**

or by emailing **tribalenergy@ncsl.org.**

The summit will highlight challenges and showcase opportunities in the areas of:

- Science and technology, policy, and the regulatory environment
- Community- and commercial-scale energy project development
- Tribal education and workforce development
- Federal procurement
- Energy sector supply chain participation.

Representatives from federal agencies, state and tribal governments, tribal corporations, private industry, utilities, and academia will come together with scientists, educators, analysts, and experts in energy policy, regulation, financing, and technology-to-market to exchange ideas and explore solutions.

DOE-Sponsored Energy Working Groups

- Indian Country Energy and Infrastructure Working Group
- State and Tribal Government Working Group
- Nuclear Energy Tribal Working Group

Other Summit Highlights

In addition to the breakout sessions and panel discussions that are central to the agenda, the summit will also feature:

- **Special Session on Financing** to address DOE's invitation made at the December 2014 Tribal Summit to assist with financing tribal energy projects
- **Technology Exhibit Hall** displaying key energy technologies, services, programs, and initiatives
- **A Welcoming Reception** on September 23 at the National Museum of the American Indian.

How to Register

Register and find more information online at **www.ncsl.org/tribalenergy** or by emailing **tribalenergy@ncsl.org.**

July 2015 | Photo credits: Front from Invenergy LLC, NREL 14371; Back from DOE | Printed on paper that contains recycled content.

U.S. DEPARTMENT OF ENERGY

NATIONAL TRIBAL ENERGY SUMMIT
September 23-25, 2015

HYATT REGENCY CAPITOL HILL
400 New Jersey Ave. N.W. Washington D.C. 20001

Summit and Logistics Overview for DOE Tribal Working Groups

MEETING OVERVIEW	With sponsorship of the U.S. Department of Energy (DOE) and in cooperation with the National Center for American Indian Enterprise Development, the National Conference of State Legislatures (NCSL) will host a National Tribal Energy Summit, September 23–25, 2015 in Washington, D.C. The Summit will focus on energy policy priorities important to American Indian Tribes and will bring together tribal and state governments, federal agencies, tribal corporations, private industry, utilities and academia to explore energy development and security issues identified by tribes and DOE's Indian Country Energy and Infrastructure Working Group. **See the meeting webpage for complete and updated information:** **www.ncsl.org/tribalenergy**
AGENDA OVERVIEW	**Tuesday, Sept. 22** • Travel day *(for DOE working group members only)* **Wednesday, Sept. 23** • DOE-sponsored tribal working group meetings at the Hyatt Regency Washington (***by invitation only; see meeting agenda for specific times***) • 1 -5:30 p.m. Registration, check-in and credentials at Hyatt Regency Washington • 2:30 – 5:30 p.m. Summit special topic meetings and roundtables • 6:30 – 9 p.m. **National Tribal Energy Summit Opening Reception with Secretary Moniz at the National Museum of the American Indian** *(open to all participants but must be registered in advance by Sept. 10 to be included on guest list)* **Thursday, Sept. 24** • 7 a.m. Registration, check-in and credentials at Hyatt Regency Washington • 8:30 a.m. – 5:30 p.m. Opening plenary keynote by Secretary Moniz and remarks by other administration officials followed by concurrent panel sessions (*breakfast and lunch provided*) **Friday, Sept. 25** • 7 – 10 a.m. Registration at Hyatt Regency Washington on Capitol Hill • 9 a.m. – noon Concurrent panel sessions and closing plenary with senior administration officials *(breakfast provided)* • Travel day following adjournment at noon
REGISTRATION **Deadline:** **Sept. 10, 2015**	**You must register for the meeting.** You will need to create a log-in to access the online registration site. See the meeting webpage (www.ncsl.org/tribalenergy) for more information. If preferred, you may register by completing the attached registration form and returning it to Angela Lucas with NCSL (tribalenergy@ncsl.org / fax: 303-856-2557). Space is limited, so please register as soon as possible. **Registration closes on Sept. 10, 2015.**

Oneida Business Committee Travel Request

XIII.B.02. Secretary Lisa Summers and Councilwoman Fawn Billie – Inter-tribal Criminal Justice Organizational meeting – Lac du Flambeau, WI – October 5-6, 2015

1. OBC Meeting Date Requested: 09 / 09 / 15 ☐ e-poll requested

2. General Information:

Event Name: Inter-tribal Criminal Justice Organizational meeting

Event Location: Lac du Flambeau

Attendee(s): Fawn Billie

Departure Date: Oct 5, 2015

Attendee(s): Lisa Summers

Return Date: Oct 6, 2015

Attendee(s):

3. Budget Information:

☒ Funds available in indivdual travel budget(s)

☐ Unbudgeted

☐ Grant Funded or Reimbursed

Cost Estimate: 250.00

4. Justification:

☐ Liaison Appointment Responsibilities

To which Strategic Direction(s) does this travel relate?

☐ Advancing Principles

☐ Creating a Positive Organizational Culture

☐ Committing to Building a Responsible Nation

☒ Implementing Good Governance Processes

Describe the purpose of Travel and how it relates to the Strategic Direction(s) and/or your liaison area:

Secretary Lisa Summers and Councilwoman Fawn Billie have recently been appointed to the Inter-tribal criminal Justice Coordinating Group. The first meeting is October 6, 2015. This travel relates to Implementing Good Governance Processes by working together with other tribes in Wisconsin to address issues related to criminal justice.

5. Submission

Sponsor: Fawn Billie, Council Member

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

Form approved by OBC on 03/25/2015

DRAFT Agenda

Organizational Meeting

Intertribal Criminal Justice Planning and Coordination

October 6, 2015

Lake of the Torches

510 Old Abe Rd

Lac du Flambeau, WI 54538

9:00 a.m.	Welcome and Introductions
9:15 a.m.	Agenda Review
9:30 a.m.	Purpose of an Intertribal Criminal Justice Group
9:45 a.m.	Determine Roles for an Intertribal Criminal Justice Group
10:00 a.m.	Identifying Tribal, Federal, State and Local Partners
10:15 a.m.	Break
10:30 a.m.	Mission, Vision and Goals
12:00p.m.	Lunch
1:00 p.m.	Developing an Organizational Structure for the Criminal Justice Group
2:00 p.m.	Budget and Funding
2:15 p.m.	Break
2:30 p.m.	Membership
3:15 p.m.	Next Steps
3:30 p.m.	Meeting Schedule
3:45 p.m.	Adjournment

Oneida Business Committee Travel Request

XIII.B.03. Vice-Chairwoman Melinda J. Danforth – ACF Litigation – Chicago, IL – September 30, 2015

1. OBC Meeting Date Requested: 9 / 09 / 15 ☐ e-poll requested

2. General Information:

Event Name: ACF Litigation

Event Location: Chicago, IL

Attendee(s): Melinda J. Danforth

Departure Date: Sep 30, 2015

Attendee(s):

Return Date: Sep 30, 2015

Attendee(s):

3. Budget Information:

☒ Funds available in indivdual travel budget(s)

☐ Unbudgeted

☐ Grant Funded or Reimbursed

Cost Estimate: $294.25

4. Justification:

☐ Liaison Appointment Responsibilities

To which Strategic Direction(s) does this travel relate?

☐ Advancing Principles

☐ Creating a Positive Organizational Culture

☐ Committing to Building a Responsible Nation

☒ Implementing Good Governance Processes

Describe the purpose of Travel and how it relates to the Strategic Direction(s) and/or your liaison area:

The Illinois Court of Appeals has scheduled oral argument to take place at 10:00 a.m. on September 30, 2015, at 160 North La Salle Street, Chicago, IL regarding the ACF Litigation.

This litigation can impact our budget, sovereignty, and organizational operations.

5. Submission

Sponsor: Melinda J. Danforth

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

Form approved by OBC on 03/25/2015

Oneida Business Committee Agenda Request

XIV.A.01. Accept Organizational Development Specialist FY '15 3rd quarter report

1. Meeting Date Requested: 09 / 09 / 15

2. General Information:

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

Agenda Header: Reports

☐ Accept as Information only

☒ Action - please describe:

Motion to accept the Quarterly 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:

Primary Requestor: Melanie Burkhart, Organizational Development Specialist
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Quarterly Report
To the
Oneida Business Committee
For the period April 2015 – June 2015

Melanie Burkhart
Organizational Development Specialist

Tribal Treasurer Office

- Started Facilitated Sessions for the Budget Gap
    - Meet with Treasurer to determine outcomes for the facilitated sessions
    - Review PIP form and its use for the budget gap meeting
    - Met for 2 days with the direct reports and boards, committees, and commission to bring the budget into alignment from the $23.5M gap
    - At the end of the initial 2 days the group was still at a $2.5M gap
    - Report to OBC determined additional time would be requested in July to close the gap
- Met with OBC to reduce their portion of the budget in the Special Projects Line

Policy

- Met with BC and LRO to review the Comprehensive Policy Governing Boards, Committees and Commissions
    - Brought forward work that had been the prior quarter
    - Provided input on the policy for language changes and updates
- Work with a team to review SOP's that need to be created for OBC.
    - Provide a list to OBC for priority

OBC Reorganization

- Continue to research and put together analysis on past reorganization efforts
- Create definitions and intent on the proposed reorganization plan
- Brought forward an updated plan on reorganization for the OBC

Day to Day

- Facilitate OBC Strategic Work Meetings
- Research tools/techniques for daily work

Oneida Business Committee Agenda Request

XIV.A.02. Accept Self-Governance FY '15 3rd quarter report

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: Reports

☒ Accept as Information only

☐ Action - please describe:

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1. 3.

2. 4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Cristina Danforth, Tribal Chairwoman

Primary Requestor: Christopher Johns, SG Coordinator
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: (920) 869-2214

Oneida, Wi 54155

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

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 possble.

Tribal Self-Governance Quarterly Report
to the
Oneida Business Committee

Submitted By:
Christopher Johns, SG Coordinator

September 9, 2015

BUDGET

Restore FY 2012 sequestration cuts and exempt Tribal funding from future sequestrations.

Tribes experienced heavy budgetary cuts as a result of the 2012 sequester. The cuts affected direct services to Tribal citizens. Among the services affected were public safety, social welfare, and health care services. As Congressional members debate the FY 2016 appropriations, Self-Governance Tribes must continue to urge Congress to restore these funds to at least their pre-sequestration levels. We also must continue to insist that the Federal Government uphold their trust responsibility and amend the Budget Control Act of 2011 to exempt Tribal funding from future sequestrations.

Authorize mandatory funding and fully fund Contract Support Costs and expedite payments to Tribes.

Self-Governance Tribes support the President's current budget proposal to fully fund Contract Support Costs (CSC) in FY 2016 and to shift CSC from discretionary funding to mandatory funding. Self-Governance Tribes expressly support the shift in funding to remedy the need for Administrators to make fiscal decisions without consultation from Congressional members and Tribal leaders. Additionally, mandatory funding protects appropriations that are allocated for direct services in Tribal communities.

Preserve authority to include one-time or short-term resources in Self-Governance Funding Agreements.

Self-Governance Tribes have noticed a troubling trend that DOI is moving one-time funding to grants that cannot be included in Self-Governance Funding Agreements and are restrictive in nature – undermining core Self-Governance tenets. This trend allows DOI to heavily regulate

and restrict the inclusion of indirect costs to administer Tribal programs; and hinders Tribal governments' ability to re-design programs to better meet the needs at the local level.

Enact Advanced Appropriations for the Indian Health Service.

Since FY 1998, there has been only one year (FY 2006) when the Interior, Environment and Related Agencies budget, which contains the funding for IHS, has been enacted by the beginning of the fiscal year. Late funding creates significant challenges to Tribes and IHS provider budgeting, recruitment, retention, provision of services, facility maintenance and construction efforts. Providing sufficient, timely, and predictable funding is needed to ensure the federal government meets its obligation to provide health care for American Indian and Alaska Native people. Enacting advanced appropriations will provide more stable funding and sustainable planning for the entire Indian Health Care system by appropriating funding two years in advance.

White Papers

Policy priorities and goals do not often change, but strategy to implement the priorities change as external decisions are made, new data is reported, or progress is reported. The White Papers below provide the most up-to-date administrative and legislative actions as well as new strategy ideas. Click the hyperlinks to download and share the White Papers.

- Analysis of DOI Budget Equity for Self-Governance Tribes
- Advanced Appropriations
- Sequestration

POLICIES

Administrative policies often directly affect Self-Governance Tribes and the programs they choose to manage. Many of the policy priorities identified in the National Tribal Self-Governance 2015-2017 Strategic Plan & Priorities are critical to efficiently manage programs and leverage external opportunities to improve Tribal programs.

There are many competing policy goals for Self-Governance Tribes, however those listed below have momentum or support outside of Self-Governance Tribes. To see the full list of policy priorities, download the full version of the National Tribal Self-Governance 2015-2017 Strategic Plan & Priorities.

Revise and streamline each agency's Contract Support Costs Policy.

After years of advocacy, CSC funding has changed monumentally in the last twelve months. As a result of full funding and Presidential support for mandatory funding, each agency must identify, assess, and implement modifications to each agency's CSC policy that reflects recent legislative and funding changes. Each agency has a Tribal-Federal Workgroup that made several recommendations to update the CSC policy. Self-Governance Tribes urge each agency to review those recommendations begin updating the policy as quickly as possible.

Expand Tribal consultation on allocation and formula distribution of Bureau of Indian Affairs.

In 2012, Self-Governance Tribes published the Program Formulas Matrix Report, which identifies areas where the formulas and methodologies currently used by the Bureau of Indian Affairs (BIA) for distribution can be improved and provide recommendations for eleven

programs. Action on these recommendations has stalled in the last several years. However, as DOI seeks to move funding to one-time grants, the Formula Matrix Report recommendations are increasingly important. Continued consultation and discussion with BIA officials and Tribes is needed to implement changes recommended in the report.

Foster greater transparency announcing new DOI funding opportunities.

Access to program and initiative funding is critical as Tribes work to meet the needs of their citizens locally. As such, Self-Governance Tribes encourage DOI agencies to streamline their grant and funding announcements so that all Tribes have equal opportunity for one-time funding and support.

Include Purchase and Referred Care in all VA-IHS reimbursement agreements.

When the IHS and the Veterans Administration (VA) negotiated the first national agreement, required under the Indian Health Care Improvement Act (IHCIA), the agencies only included reimbursement for direct care provided by IHS facilities. This agreement has become the model for Tribal programs in negotiating with local VA facilities. However, it does not adequately address the specialty care Tribal systems provide eligible veterans. After two years of implementation and changes to the Veterans Administration health care delivery, Self-Governance Tribes believe the time is right to revisit the reimbursement agreement and include specialty and referred care.

Institute a Tribal Advisory Committee for Office of Management and Budget.

Given the role the Office of Management and Budget (OMB) plays in the Tribal funding – from guiding the President's annual budget request to distributing appropriations to all federal agencies – a Tribal Advisory Committee could prioritize Tribal needs and requests. Other advisory committees have assisted in educating and building momentum within agencies and departments to further Tribal sovereignty and priorities.

Update the IHS Facilities Construction Policy to include broad Tribal input.

The IHS Health Care Facilities Design and Construction Policy does not currently reflect new authorities available under IHCIA, nor does it accurately reflect the tenants of Self-Governance. Additionally, the Facilities Appropriations Advisory Board (FAAB) recently decided to review and possibly update the Policy to reflect new authorities and make recommendations to the prioritization system. Self-Governance Tribal leadership believes the time is ripe to make changes that have broad Tribal support and allow for greater flexibility in construction projects.

Evaluate the Indian-specific provisions of the Patient Protection and Affordable Care Act (ACA) and continue consultation to implement outstanding provisions.

After nearly five years of implementation, an assessment is needed to ensure that Indian-specific provisions of the ACA are working effectively and efficiently. Additionally, some provisions continue to require Tribal consultation and technical fixes that may be successful through negotiated rulemaking process.

Supporting White Papers

Policy priorities and goals do not often change, but strategy to implement the priorities change as administrative and legislative changes occur. The White Papers below provide the most up-to-date administrative and legislative actions as well as new strategy ideas. Click the hyperlinks to download and share the White Papers.

- Implementation of the Patient Protection and Affordable Care Act (ACA) P.L. 111-148
- Implementation of the Violence Against Women's Act
- Self-Governance Concept for the Environment Protection Agency
- Self-Governance in Tribal Transportation
- Streamline and Expedite Grants authorized by Special Diabetes Program for Indians (SDPI)
- Implementation of the Tribal Law and Order Act
- Wildland Fire

LEGISLATION

Legislation is critical to expanding Self-Governance and reaffirming its tenants throughout the Federal government. Self-Governance Tribes seek to further the self-determination across the spectrum of Tribal programs, while building local capacity to meet local needs. Self-Governance Tribes are interested in a vast number of legislative ideas, but identified the items below as their key priorities for the 114th Congress.

Amend Title IV of the Indian Self-Determination and Education Assistance Act.

Amending Title IV of the Indian Self-Determination and Education Assistance Act (ISDEAA) has been a top legislative priority for Self-Governance Tribes for over a decade. Over the past 35 years, the ISDEAA has been one of the most successful mechanisms allowing Tribes to develop the capacity for government-building activities. Self-Governance Tribes must continue to advance the vision of the ISDEAA by working to amend Title IV of the ISDEAA to create consistency between Title IV Self-Governance in the DOI and Title V Self-Governance in the Department of Health and Human Services (HHS) to create administrative efficiencies for Self-Governance Tribes.

Reauthorize the Native American Housing Assistance and Self-Determination Act.

Current authorization of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) expired on September 30, 2013. NAHASDA is the main authorization of Tribal housing programs. Tribal programs under NAHASDA have been successful in allowing Tribes the self-determination necessary to provide effective programs for Tribal citizens. Tribes are now exercising their right to self-determination by designing and implementation their own housing and other community development infrastructure programs. Reauthorization of NAHASDA is critical to continue to support Tribal housing authorities that build keystone housing and community infrastructure in Tribal communities.

Enact legislation that strengthens and reaffirms the original tenants of Public Law 102-477.

The 477 Program provides Tribal governments with the flexibility to design employment, training, and economic development plans that utilize funding from several federal programs to best meet the needs of their local communities. While PL 102-477 is still technically a "demonstration project," the 477 Program has existed for over two decades and currently over 250 Tribes and Tribal organizations consolidate multiple programs into a single 477 Plan. Despite nearly two decades of success, the viability of the 477 Program was jeopardized by two Federal agency actions. Legislation is necessary to make the 477 Program permanent and remove administrative burdens for Self-Governance Tribes.

Expand Self-Governance to the Department of Transportation.

Congress has sought to address transportation infrastructure deficiencies in Indian Country by increasing funding available to Tribes, broadening eligibility for direct Tribal participation in Federal transportation programs and by extending the ISDEAA to several of those programs. With increased funding and expanded authority, Tribes have demonstrated that they are best positioned to ensure the effective and efficient use of federal transportation infrastructure funds. Despite these results, the Departments of Transportation (DOT) and Interior have been unwilling to extend the ISDEAA framework into new program areas, such as transit and highway safety. However, reauthorization of transportation legislation expires in May 2015 and Tribal advocates are urging Congressional members to expand Self-Governance tenants to the DOT.

Permanently reauthorize and provide full funding for the Special Diabetes Program for Indians.

Congress established the Special Diabetes Program for Indians (SDPI) in 1997 as part of the Balanced Budget Act to address the growing epidemic of diabetes in American Indians and Alaska Natives communities. SDPI programs have become the nation's most strategic and comprehensive effort to combat diabetes. Self-Governance Tribes believe the success of these programs require the permanent reauthorization and supporting funding for SDPI.

Enact Medicare-Like Rates for IHS outpatient services for IHS, Tribal and Urban facilities.

IHS, Tribes and Tribal organizations currently cap the rates they will pay for hospital services to what the Medicare program would pay for the same service (the "Medicare-Like Rate" or "MLR"). Currently, this MLR cap applies only to hospital services, which represent only a fraction of the services provided through the Purchase and Referred Care system. Proposed legislative fixes would amend Section 1866 of the Social Security Act to expand application of the MLR Cap. It would direct the Secretary to issue new regulations to establish a payment rate cap applicable to medical and other health services in addition to the current law's cap on services provided by hospitals. It would make the MLR cap apply to all Medicare-participating providers and suppliers. Self-Governance Tribes support this legislative fix to leverage the limited resources provided to IHS, Tribal and Urban health programs.

Advance legislation to expand Self-Governance to other Health and Human Services agencies and programs.

Title VI of the ISDEAA required the Secretary of HHS to conduct a study to determine the feasibility of a Tribal Self-Governance demonstration project for appropriate HHS PSFA in agencies other than IHS. HHS submitted the required report to Congress in March of 2003. The report concluded that the demonstration project was feasible. Although Congress has considered legislation to authorize a Self-Governance demonstration project, legislation has not been enacted into law to date. HHS has since convened a Self-Governance Tribal Federal Workgroup (SGTFW) and issued a final report in September 2014. After repeated attempts to reconstitute the SGTFW to continue working on the report recommendations, Self-Governance Tribes will seek out legislative proposals to implement recommendations outlined in the report.

Supporting White Papers

Legislative priorities and goals do not often change, but strategy to move legislation forward changes based on external opportunities and information available. The White Papers below

provide the most up-to-date administrative and legislative actions as well as strategy changes. Click the hyperlinks to download and share the White Papers.

- Contract Support Costs
- Amending Title IV of ISDEAA
- P.L. 102-477, Indian Employment and Training Act
- Education

Additional Resources

In addition to the White Papers identified above, the following documents are available upon request.

- 2015 – 2017 National Strategic Plan
- Self-Governance Acronyms
- Self-Governance Definitions
- Self-Governance Major Statutes
- HIS - OTSG Funding Agreement Components
- DOI/OSG Financial Operations
- DOI - Federal Financial Systems
- SGAC Protocols
- TSGAC Protocols
- White Paper – Budget Equity
- White Paper – HIS Advance Appropriations
- White Paper – Sequestration
- White Paper – Contract Support Costs
- White Paper – Amending Title IV
- White Paper – 477 Program
- White Paper – Streamline SDPI Process
- White Paper - TLOA
- ACA Implementation
- VAWA Update
- Tribal Transportation Update
- Expanding SG to EPA

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: Reports

☒ Accept as Information only

☐ Action - please describe:

3rd Quarter (April-June) Report for Internal Services Division submitted as FYI only.

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: Joanie Buckley, Division Director/Internal Services

Primary Requestor:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Barb Dickson, Executive Assistant/Internal Services Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The Internal Services Division is made up of the following departments: Employee Advocacy, Grants, Kalihwisaks, M.I.S., OCIFS, Print Shop-Mail Center, Tourism, Tsyunhehkwa. Attached is the 3rd quarter report for these areas

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

INTERNAL SERVICES DIVISION

3rd QUARTER REPORT

MGMT INFORMATION SERVICES
GRANTS
TSYUNHEHKWA
OCIFS
LEGAL RESOURCES
KALIHWISAKS
TOURISM
Joint Mkt Prov Wow
PRINT & MAIL
ADMINISTRATION

This quarter builds on the previous work of collaboration -- aligning operational models toward sustainability. We keep in mind the 4 Directions, and continue to address the challenges of manpower, budgets, and workload.

The operational models are unique to each operation/department, and take on various approaches toward sustainability, such as GRANTS continuing to seek external funds to support operations and new initiatives; TOURISM developing packages and events to drive foot traffic to the reservation for increased revenues; MIS transforming workloads toward ease of business and just-in-time information; TSYUNHEHKWA increasing farm yields and production on traditional food products, and engaged in education for self-sufficiency; KALIWIHSAKS and the PRINT & MAIL CENTER with communications outreach to engage the community in our culture as a Nation. With these operational models transforming, we continue to build efficiencies, and strengthen collaboration across the organization.

The budget challenged all areas of the operation. As reported out during the budget sessions, Internal Services Division outlined a budget reduction of $1,715,958 for FY16, which was made up of two large reductions: cap ex ($680,000), technology set-aside ($940,088); and various smaller operational cuts including advertising, personnel lines, training, rentals, and/or supplies. The cuts were necessary to close the budget gap; and it was a painful, but necessary exercise. Considering the 12% budget cut for FY15, this leaves little dollars in most departments beyond manpower.

The departments, with a total count of 100 employees, continue to focus on strengthening their operational models toward sustainability. It is evident in small wins, such as Tourism landing a group in 2018 from a newly developed visitor package; or driving efficiencies and sharing resources to weather the storm, with the shared employee. We continue to do the best work with the tools provided; and we will continue to support every effort to become sustainable, focused on the 4 strategic directions.

Let's hope that we can soon stabilize the organization and Nation Build for the present and to leave a legacy for the future.

Strategic Direction			
Advancing On^yote?a.ka Principles	Committing to Build a Responsible Nation	Implementing "Good Governance" Processes	Creating a Positive Organizational Culture

MANAGEMENT INFORMATION SYSTEMS (MIS)

Strategy #1 Deliver Business Technology Solutions

Health Care Systems

- Implementation of the latest version of GE Centricity. The new version supports OCHD federal regulatory reporting requirements
- Selection of a PACS (picture archiving communication system) for digital x-ray and mammography image capture.

Gaming Systems

- Completed the Scientific Games SDS (slot data system) upgrade. This project began in April and concluded on July 28th. The project was completed on time and within budget.
- Continued the work associated with the Scientific Games CMP (casino market place) upgrade. This significant upgrade is scheduled for go-live on September 9th.

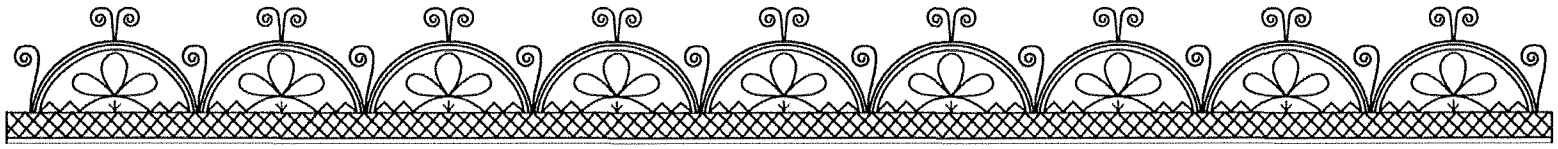
Strategy #2 Promote Information Sharing & Collaboration

- Extended the use of the Tribe's digital management solution (OnBase) into the new judicial environment.
- Selection of a new CMS (content management solution), Stellar Blue Technologies (SBT). Will be tasked with the responsibility of navigation, look & feel of the Tribe's web presence.

Strategy #3 Optimize Use of Resources

Budgetary Performance

- Completed the first half of FY'15 within 1% of budget
- 100% compliance with all FY'16 budget guidelines and continuing resolution directives



EMPLOYEE ADVOCACY DEPARTMENT

The Employee Advocacy Department (EAD) continues its efforts to create a positive organizational culture through increased communication. Rather than formal litigation, EAD strives to mediate/settle cases; effectively saving the Tribe time/costs associated with hearings before the Oneida Personnel Commission and/or the Oneida Judiciary

In addition to cases carried over from the previous quarter, EAD received thirty-seven (37) new requests for assistance. The breakdown is as follows:

Employment related: 26

19 – drafted/assisted disciplinary appeals and/or complaints to area manager

10 – drafted/reviewed employment-related complaints
9 – Drafted disciplinary appeals to Area Managers

Disciplinary Decisions:

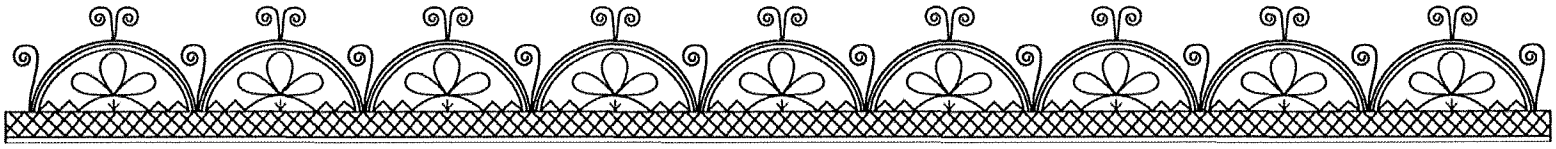
6 – Overturned/settled
1 – 20+ days beyond appeal timeline
1 – Employee decided not to pursue
1 – Pending at OPC/OTJ

Cases pursued to OPC: One – Day 3 of hearing scheduled

Cases pursued to Oneida Judiciary: One – Interlocutory filed by Respondent in above case.

Employee Requests denied: 1 case 20+ days beyond appeal time lines

18 - Misc. requests for non-employment assistance – Enrollments, Power of Attorney for Health/Finances, Living Wills, Contract Health complaints, garnishment, probate, family court, Debt collection, guardianship, family law, etc. EAD provided forms/referrals and/or links to online info.



AGRICULTURE/FOOD SYSTEM: We continue to build upon our present Integrated Food System with various programs and grants that can jump-start initiatives to build a healthy community. One focus is the Farm to School programs that help our youth become more knowledgeable and engaged in healthy eating habits, and knowing the origin of the foods.

TSYUNHEHKWA FARM & CANNERY:

Strategies/Initiatives/Goals including Progress being made:

1. *Embrace heritage & Promote food sustainability - Promote culture through natural foods*

3 Sisters Garden Model Planted on Site, Heirloom White Corn. We provided Presentations, Informational Tables & Tours. Volunteers and Modified Duty, Youth helped with cleaning and shelling Corn. A UWGB Class helped all areas for the quarter. Newest Products worked on are Apple Bites (Dehydrated Apples) and Youth Trail Mix & Dehydrated Strawberries by Cannery

2. *Optimize resources - Share resources to reduce costs & duplication*

Share products, services and tools. We collaborate with Oneida Nation Farm, Tourism, to minimize redundancy and maximize budgets. We have worked the Oneida Nation Farm, Eco-Services, Conservation & the Orchards in order to complete fieldwork and for On & Off Site, and activities without purchasing additional equipment. We have also shared equipment with them to meet their needs.

We are looking at increasing the number of dried apples by 25% to increase revenues to make into Apple Chips and the New Product Apple Bites. Provide processing services for Community thru cannery and meeting with Enterprise to improve services and our products.

3. *Planned growth & development considering ROI - Assess viability of new products*

Review products and services such as Salad Greens, Berries, Herbs/Teas, #6, and aquaponics. We are planning cover crops to eliminate purchasing additional fertilizers where the corn will go in FY 2016. We work with an Organic Crop & Seed Consultant (Intelligrowth) for organic nutrient needs as well as an Agronomist. Intelligrowth continues to help with field plans and the Integrated Pest Management Working Group working on Issues of White Corn of Pest, Harvesting and increase in production per acre.

We completed review of our Cannery product list to discontinue several of them to reduce supply cost and staff time. We continue reviewing all products for updated Cost Analysis. We are also continuing work with Retail to compare sales data and our production.

Highlights and Touchdowns:

IPM Work Group for White Corn ongoing. Department Cooperation with Oneida Farms, Orchard, Conservation, Eco Services, DPW, Oneida Museum & School Systems. Walk In Storage Freezer up and running after issues were addressed. Currently we are storing Poultry and White Corn in Freezer at Olson Road facility. Convection oven installed at cannery and another commercial dehydrator. New product development and research continues with White Corn Pancake Mix, Apple Fruit Roll Ups & Bites. Bites appear to be the immediate product processed and added to the revenue lines.

Working on installation of Nitrogen Gas Food Grade to increase shelf life of packaged products in Cannery.

Challenges to Succeeding

New Boiler continues to have functioning issues. Working with Tweet & Garot, Heat & Power and NHC Maintenance for corrective actions. Our working with cost constraints is a challenge while continuing to improve our services & products. We make

adjustments in our overall planning so we can actively participate directly in the needs of our Community.

COMMUNITY DEVELOPMENT (OCIFS):

#1 Integrate Oneida and locally produced foods into the community and institutions and provide access to healthy foods (Building a Responsible Nation) –

A) Worked with the Oneida Farmers Market Vendor Committee to establish the first Farm Fan app in Northeast Wisconsin that can be used to better outreach the customer base for the Oneida Farmers Market while providing incentives for them to attend the Farmers Market.Another collaboration is with LIVE54218 on a grant to Green Bay Community Foundation that will allow Oneida Farmers Market to offer Double Your Bucks, expand our educational outreach, and provide an assistant for the EBT machine and promotion for low-income community members in 2015.

B) Collaborated with LIVE54218 on a grant to Green Bay Community Foundation grant that will allow Oneida Farmers Market to offer Double Your Bucks, expand our educational outreach, and provide an assistant for the EBT machine and promotion for low-income community members in 2015.

#2 Educate the community on healthy foods, nutrition and agriculture opportunities (Building a Responsible Nation)

A) Coordinated the identification of presenters for our Seed to Market educational workshops, set dates and times, assisted in creating promotional material and put together informational folder packets for, the Organic Certification and Gardening, Marketing Strategies & Developing Collateral Material, Enterprise Profit and Supply Chain, Managed Grazing and Food Processing and Preservation workshops. There were two workshops offered each month.

B) Through negotiations I have become the monthly writer for the Seymour Advertiser News in which I will write monthly spotlights on food, diet and agricultural articles to inform Tribal and non-Tribal members about the food choices they make and the affects it has on them and their families.

C) Met w/ representatives from the Stockbridge-Munsee Tribe re: the history of the Oneida Farmers Market, and how we can assist them in starting one.

#3 Planned growth and development (Implementing "good governance" processes).

A) Began collaborations with Theda Care, Goodwill Industries, LIVE54218 and New Leaf Market to establish an outlet for Oneida products for the Food Hub. Networked with various local institutions interested in purchasing product.

B) B) Updated and revised the June 4th announcement for the 'Let's Talk Hemp event' and sent it out to several key members for review and comment, and to continue the discussion of what industrial hemp might mean for the economic importance to the Oneida Tribe.

OTHER INITIATIVES RELATING TO FOOD SYSTEMS:

Farm to School Grant for Aquaponics: The project has hit a couple of snags, but the team continues to move it forward with a home at the Veterans location. It is a strong collaboration between many departments, and the project will eventually provide additional fresh greens to the school.

First Nations Development Institute conference: held in Minneapolis, and requesting a presentation on food system initiatives, this conference allowed to share some of the new initiatives such as Oneida's agricultural food strategies with other tribes. Additionally, the conference allowed for interaction with other tribes such as the Mississippi Choctaw who are developing their food systems as an enterprise. Finally, the forum allowed us to promote the Summit which we will host in October and to engage the Shakopee Tribe as scholarship sponsors to assist other tribes with travel to attend the Summit.

KALIWIHSAKS: continues to engage the community with their stories and photos.

Advancing On<yote>a=ka principles

Value #1: Create a sense of Oneida citizenship and involvement through our news source

Initiative
Align content to build a strong nation of families.
Organize and track submitted information for community, political bodies on issues, external

Progress: Continuing coverage of OBC activities and GTC meetings

We've published caucus notices, ballots, OBC minutes and board postings. We've covered Oneida Business Committee meetings as well as General Tribal Council meetings.
Stories on Oneida Youth Lacrosse team, Oneida Powwow, Oneida Gathering and other events.

Committing to build a responsible nation

Value #2: Doing more with the allocated resources

Initiative : a) Align technologies to support operation; b) manpower; c) tasks (content management)

We have hired Oneida citizen Christopher Johnson as our new Photographer/Reporter and are now at full staffing; had a college intern Jamel Ness and a high school intern Marissa Danforth.

Website updates more frequently; follow through with invoices, tracking submissions

Due to cost containment and suggestion, we are assessing the cost for, and considering charging $10 per year subscriptions to Oneida citizens under the age of 55. We will end free subscriptions for overseas citizens.

Implementing "Good Governance" processes

Value #3: Anchor a strong and sustainable operation
Progress:
Received new iMac computers and switched over to InDesign to lay out the paper.

Senior Photographer/Reporter Nate Wisneski is working with Phil Wisneski in the Communications Office to do weekly pod casts reviewing activities and news in Oneida. The pod casts continue to be very popular.

The Kalihwisaks staff is looking into offering a training session on how to write a newspaper article. We will cover some photography and layout fundamentals as well. We hope to partner with Communications staff to explain what services they offer as well.

Accepted a one year printing contract with Gannett which will run Oct. 2015 to Sept. 2016.

After an informal poll, the Kalihwisaks will become a tabloid in January.

Creating a positive organizational culture

A. Partner with other departments to share their information with the Oneida community
B. Created ongoing pages for the following departments:
South Eastern Oneida Tribal Services (SEOTS)
Elder Services (Drums) – The Drums will discontinue mailing their newsletter and excerpts will appear in the Kalihwisaks; Oneida Family Fitness (OFF); Adventures; Culture; Enrollments

Quarterly Report – Grants Office

Advancing On^yote?a.ka Principles

Committing to Build a Responsible Nation

Oneida receives new grant awards for environmental clean-up and UST program expansion

Presented By: The Oneida Tribal Environmental Response Program & Compliance Assistance Program

EPA Brownfield Cleanup Grant Award

The Oneida Tribe of Indians of Wisconsin is one of 4 Tribes who received awards under the EPA Brownfield 104(k) Cleanup Grant.

- $65,375 for the removal, disposal & sampling of contaminated soil at the Hilltop BP
- National competition against 145 proposals
- Award begins October 2015, expected completion October 2016

BIA Environmental & Cultural Project Award

The Tribe received $44,000 to remove gasoline contaminated soils from the former Tillman Property at N7575 Olson Rd.

- Will allow for additional planning for future use options
- May allow for the land to be placed into Trust
- Planned for late 2015/early 2016

EPA Underground Storage Tank Direct Implementation Tribal Cooperative Agreement Increased

In recognition of the effectiveness and capacity of the Oneida Compliance Assistance Program, an additional $19,000 was received to continue and enhance this program.

- Prepare federally regulated gas stations on the Oneida Reservation for the implementation of new rules for underground storage tanks
- Assist other Wisconsin Tribes as requested and staff time allows
- Host a Tribal gas station operators Peer to Peer meeting early 2016

For More Information Contact - Tribal Environmental Response Program at (920)869-4344 or Brownfield@oneidanation.org

- **Strategy 1: Enhance tribal services with external funding that will provide tribal members the opportunities that can help them obtain a better way of life.**
  - Exceeding overall goals with a 3rd qtr. total of $5 million in external funding. Examples:
    - Outreach & Assistance for Socially Disadvantaged Farmers & Ranchers & Veterans grant - $199,645
    - Cultural Resource Grant - $10,000
    - New Pathways for Fathers & Family - $1,793,603 (pending grant)

- **Strategy 2: Collaborate resources for a common goal.**
  - Provide training for all internal programs to enhance their ability to obtain external funding.
  - Planning a DonorPerfect training session at the CEC. This is an all-encompassing donor fundraising software the will eventually enable us to take donations into the Tribe for the 7871 Youth Fund.
  - Creating tribe to tribe, grantor to grantee, as well as other relationships in order to help increase our grant funding.
- **Strategy 3: Become a one-stop resource for grant funding, tribal data, and services.**
  - Built a database that includes all funded, denied, and pending grants
  - Built an on-going of all information that relates to grant data including statistical data.

Implementing "Good Governance"

Creating a Positive Organizational Culture

Print & Mail Center: the Print & Mail Center continues to go through transformation. With the departure of the Manager to contribute her knowledge in another department for the Tribe, the staff has taken on more responsibility for the operation. They have worked on exchanging information in the weekly meetings to move toward sustainability.

Strategy #1 – Align technologies to support operations: The new Xerox machines have been embraced. The color digital was upgraded, and the black & white copiers were reduced from 3 to 2 high speed. And the DP60 will be returned now that the lease has ended. The changes in equipment will not increase the lease budget.

Strategy #2 – Increase external funding: the operation continues to support the tribal operations, as well as a few external customers, especially those that have been long time customers.

Strategy #3 – Capacity building for staff: The staff continues to be engaged in the weekly meetings with ISD and Tourism Director on the processes, 4 perspectives, and efficiencies. They are working well as teams, and as a unit.

Tourism

Strategy #1 Develop Cultural Tourism

Long House

- Inside wall sheets received
- Artificial Bark ordered
- Conservation slowly working at site

Strategy #2 Build Partnerships

- Attended Wausau Business Expo, & Kenosha welcome center.
- Provided meat and other Oneida products for the NATOW conference
- Provide design assistance to the Mole Lake Tribe – develop Trading Post Concept

Strategy #3 Generate Foot Traffic with in the Reservation Boundaries

- Provided entertainment/PR to the Woodland Art Show
- Miss Oneida Pageant
- Kirby Reservation Tours
  2015 25 Tours or 802 people (YTD)
  2014 43 tours or 1259 people

  201343 tours or 920 people
- IPW – International Pow Wow – Rich attended with new bus tour collateral piece.

Strategy #4 Maximize Media

- Continue to assist other entities with advertising and joint marketing
- Continue to push Facebook posts
- Assist Producer Workshops with presentation/graphic assistance
- Native Wisconsin tribes Magazine (Oneida is best spread)

Oneida Business Committee Agenda Request

XIV.A.04. Accept Emergency Management FY '15 1st quarter report

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: Reports

☒ Accept as Information only

☐ Action - please describe:

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1. 3.

2. 4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Tehassi Hill, Council Member

Primary Requestor: Kaylynn Gresham, Director Emergency Management

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin
Office of Emergency Management
2783 Freedom Road, Oneida WI 54155
o-920-869-6650, c-920-366-0411,
kgresham@oneindanation.org

TO: Oneida Business Committee

FM: Emergency Management

REF: Quarter 1 Report/Update

Date: September 1, 2015

General Overview:

The Emergency Management Department works to ensure the Oneida Nation is in a constant state of readiness through the use of efforts focusing on preparedness, mitigation, response and recovery. Coordinating and cooperating with numerous divisions and departments within the Tribal organization as well as differing jurisdictional response agencies/entities EM focuses on providing a coordinated timely response to emergencies and/or disasters that threaten the life safety of community members, the environment and/or assets of the Oneida Nation. Through a shared vision of coordination and cooperation emergency/disaster plans have been developed using shared principles of response initiatives; EM is the go-between for response agencies/entities of the Oneida Tribe of Indians of WI and the numerous surrounding jurisdictions when an emergency/disaster that affects the Oneida Nation or the Oneida Community occurs.

Executive Summary:

The purpose of this report is to report the activities of the Emergency Management Department during the months of October, November and December 2015. During these month the Emergency Management Department participated in a number of different activities discussed throughout the following information:

October – The Interim Director attended the Annual Wisconsin Emergency Management Association (WEMA) conference as well as the Annual County/Tribal All-Hands meeting for Emergency Management in Oshkosh, WI. The Interim Director attended a Mass Fatality Planning conference in Stevens Point along with our Public Health Department; discussions involved the addition of the Oneida Nation to the State of WI's current Mass Fatality Plan in development. Reviewing the current plan identified the need to add Tribal Historic Preservation Officers (THPO's) to the state's current plan should any of the 11 Federally Recognized Tribes in WI be affected in an Emergency/Disaster situation. Information has been provided, and verbiage has been added to the plan for the notification of these individuals should the situation arise.

During the months of October and November the Emergency Management Department participated in the Mass Flu Clinics offered to the Oneida community. Emergency Management provided handouts and information about safety information during cold weather as well as

information about creating a "Readiness Kit" over several months for their homes in an Emergency/Disaster situation.

November- The Interim Director attended the 2014 Fall School Preparedness Conference. This conference discussed a number of issues relating to creating an atmosphere of preparedness and readiness for the students when dealing with an active threat. Emergency Management regularly works with all the Oneida Nation School's as well as Head Start Facilities to ensure they have current plans and that plans are exercised and tested.

December - The Menominee Nation sent a request to the Oneida Nation for Mutual-Aid, seeking assistance for a Flooding Issue the Tribe was encountering. Oneida Nation provided equipment to assist; a generator with light pole (Scene lighting), a portable generator and a 500 gallon a minute pumper were delivered to the Menominee Nation for the duration of their flooding incident. The Interim Director also attended the Department of Transportation Winter tabletop exercise as a participant. The exercise discussed the plans and procedures for routine and large-scale emergencies that impact Highway's in the Brown and Outagamie County areas.

Over all during the 1st quarter of FY 2015 the Emergency Management Department worked with Oneida Judicial and the Oneida Law office on the creation and completion of their department Emergency Action Plans (EAP). EM also worked with Head Start to update their current EAP's as well as update some of their reunification procedures. Several presentations were given throughout the community for the youth and elders: presentations discussing the use of weather radios, fire concerns and safety, as well as cold weather safety and preparedness. EM also coordinated with American Red Cross to provide a Fire Safety Presentation for Elder Services in preparation for the holiday season.

During this quarter EM updated and submitted for approval two Emergency Support Function (ESF) annexes of the Oneida Emergency Response Plan to the Regional Director. ESF 2- Communications and ESF 3- Public Works & Engineering were reviewed, the updates were completed and signed off by the respective entities for approval and update acknowledgement. ESF 1- Transportation, was submitted to the Transit and Shuttle Departments for review and update. EM continues to work on the Annual required updates to the Oneida Emergency Response (ERP) plan through the validation of call-trees, updates to geographic and population changes as well as ensuring information contained within the ERP continues to be relevant and up to date.

---------- End of Report ----------

Kaylynn Gresham
Director Emergency Management
Oneida Nation

Oneida Business Committee Agenda Request

XIV.A.05. Accept Emergency Management FY '15 2nd quarter report

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: Reports

☒ Accept as Information only

☐ Action - please describe:

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1. 3.

2. 4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Tehassi Hill, Council Member

Primary Requestor: Kaylynn Gresham, Director Emergency Management
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin
Office of Emergency Management
2783 Freedom Road, Oneida WI 54155
o-920-869-6650, c-920-366-0411,
kgresham@oneindanation.org

TO: Oneida Business Committee

FM: Emergency Management

REF: Quarter 2 Report/Update

Date: September 1, 2015

General Overview:

The Emergency Management Department works to ensure the Oneida Nation is in a constant state of readiness through the use of efforts focusing on preparedness, mitigation, response and recovery. Coordinating and cooperating with numerous divisions and departments within the Tribal organization as well as differing jurisdictional response agencies/entities EM focuses on providing a coordinated timely response to emergencies and/or disasters that threaten the life safety of community members, the environment and/or assets of the Oneida Nation. Through a shared vision of coordination and cooperation emergency/disaster plans have been developed using shared principles of response initiatives; EM is the go-between for response agencies/entities of the Oneida Tribe of Indians of WI and the numerous surrounding jurisdictions when an emergency/disaster that affects the Oneida Nation or the Oneida Community occurs.

Executive Summary:

The purpose of this report is to report the activities of the Emergency Management Department during the months of January, February and March 2015. During these month the Emergency Management Department participated in a number of different activities discussed throughout the following information:

January – The Deputy Director continued work on the updates and changes to Emergency Support Functions (ESF) for the Oneida Nation Emergency Response Plan. ESF 7 – Resource Support and ESF 8 - Public Health were updated and signed off by the respective area, then submitted to the East Central Regional Director as agreed upon for the Emergency Management Performance Grant (EMPG). ESF 12 – Energy was drafted and sent to each area having impact concerns for comment and review. The Deputy Director completed the required test to receive her State Emergency Management Certification.

February- The Deputy Director continued to work with Oneida Judicial to complete their Emergency Action Plan (EAP) as well as perform a threat assessment for the Judiciary building. EM worked with GLIS, OPD and DPW to provide updated maps and floor plans of the building to attach to the EAP for Judiciary. EM provided a power point presentation to the Business Committee on Emergency Management and Incident Response. As a follow-up the Deputy Director is coordinating future dates for a Table Top exercise involving BC members and Division Directors for areas affected in the exercise.

During this time the Deputy Director consulted with the Business Committee seeking direction for submission of the required changes to the EMPG based on the 60 day deadline delineated in the grant agreement. The EMPG is a grant that reimburses the Oneida Nation for Salary, Fringe and Equipment Purchases for EM duties for the Emergency Management Department. Upon submission of the grant the Deputy Director was listed as the Interim Director, as a result of a the cost containment resolution the Deputy Director was removed from Interim status, thereby affecting amount the Oneida Nation was eligible to receive in reimbursement for EMPG funding. As directed by the Business Committee the Deputy Director submitted the required documentation for the EMPG changes. As a result of the changes Oneida's eligible reimbursement amount for FY 2015 EMPG was decreased by approximately $8000.

March - The Deputy Director attended the Annual Governors Conference on Emergency Management and Homeland Security. The Deputy Director received her State of Wisconsin Emergency Management Certification from the Governor and WEM Administrator while in attendance. As part of the Emergency Planning Committee, OPD and Public Health attended as well. While in attendance to this conference, the Deputy Director attended two trainings related to Agro Terrorism.

The Deputy Director attended the WI-PRIMA meeting as a guest of Risk Management, the meeting was focused on response to an active threat in schools and the work place. The information provided discussed ways in which risks can be evaluated and preparedness activities can be performed to reduce the amount of risks associated with these types of incidents.

During the 2nd quarter of FY 2015 the Emergency Management Department worked with several of the critical departments to update their Emergency Support Functions (ESF) for the Oneida Nation Emergency Response Plan. The first half of the FY 2015 EMPG report was completed and submitted to the Regional Director for approval of funding. Several ESFs were distributed to affected entities for review and comment to be submitted within the next half of the FY as agreed within the EMPG. ESF 10 – HAZMAT, ESF 11 – Agriculture, ESF 14 – Public Safety, and ESF -15 External Affairs were delivered in draft format and are currently awaiting feedback from the respective areas.

The Deputy Director completed the updates and received signoff from the respective entities for ESF 9 – Urban Search and Rescue and submitted the final draft to the Regional Director. The crosswalk for all updated information that was implemented to the Oneida Nation Emergency Response Plan during the first half of the fiscal year was submitted in the narrative of the 1st Half Fiscal Year Report for the EMPG.

---------- End of Report ----------

Kaylynn Gresham
Director Emergency Management
Oneida Nation

Oneida Business Committee Agenda Request

XIV.A.06. Accept Emergency Management FY '15 3rd quarter report

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: Reports

☒ Accept as Information only

☐ Action - please describe:

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1. 3.

2. 4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Lisa Summers, Tribal Secretary

Primary Requestor: Kaylynn Gresham, Director/Emergency Management
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin
Office of Emergency Management
2783 Freedom Road, Oneida WI 54155
o-920-869-6650, c-920-366-0411,
kgresham@oneindanation.org

TO: Oneida Business Committee

FM: Emergency Management

REF: Quarter 3 Report/Update

Date: September 1, 2015

General Overview:

The Emergency Management Department works to ensure the Oneida Nation is in a constant state of readiness through the use of efforts focusing on preparedness, mitigation, response and recovery. Coordinating and cooperating with numerous divisions and departments within the Tribal organization as well as differing jurisdictional response agencies/entities EM focuses on providing a coordinated timely response to emergencies and/or disasters that threaten the life safety of community members, the environment and/or assets of the Oneida Nation. Through a shared vision of coordination and cooperation emergency/disaster plans have been developed using shared principles of response initiatives; EM is the go-between for response agencies/entities of the Oneida Tribe of Indians of WI and the numerous surrounding jurisdictions when an emergency/disaster that affects the Oneida Nation or the Oneida Community occurs.

Executive Summary:

The purpose of this report is to report the activities of the Emergency Management Department during the months of April, May, and June 2015. During these months the Emergency Management Department participated in a number of different activities discussed throughout the following information:

April – The Deputy Director continued work on the updates and changes to Emergency Support Functions (ESF) for the Oneida Nation Emergency Response Plan. Information for a draft of ESF 12 – Energy, was compiled and creation of the ESF was worked on throughout the month. The Deputy Director began working with the State planning officer to create the Table Top exercise to be delivered to the BC once an agreed upon date can be determined.

As the Chairperson for WITEMA (Wisconsin Tribal Emergency Management Alliance) the Deputy Director was requested to assist with the updates to the newly designed format for the EMPG (Emergency Management Performance Grant) FY 2016. As of FY 2017 the EMPG will be submitted and completed in the state EGRANTS system, it is hoped that the updates may possibly be ready for FY 2016. Meetings will be held in Wausau every other week from April through July to meet the update deadline for FY 2016 submission to WEM headquarters.

The kick-off meeting for the update of the Pre-disaster Mitigation Plan was held with several departments whose input is needed as the updates occur. Throughout the month of April the Deputy Director completed several Independent Study courses on the FEMA.gov

website to prepare for the courses attended at EMI for the Tribal Coordinating Officer Course, the CERT Train the Trainer course and CERT Manager course at the end of April through the beginning of May.

May - The Deputy Director continued to work on the update to the Oneida Emergency Operations Plan. Reviewing currently completed Emergency Support Functions for relevance and necessary changes. Awaiting the results of the Oneida constitutional amendments will determine the needed updates to the ESF's. Once the election results are certified the ESF's will require updates changing "Oneida Tribe of Indians" to "Oneida Nation" anywhere in the verbiage within the documents.

June – The Deputy Director coordinated with the American Red Cross to facilitate a Fire/Smoke Detector Campaign on several portions of the reservation. A canvasing event was conducted providing residents information about the event and when installation opportunities would occur. The EM department and Red Cross volunteers provided family fire safety planning and smoke detector installation in several housing subdivisions (Path of the Wolf, Path of the Bear, and Cornelius Circle).

EM continued to be hold meetings to update the Pre-Disaster Mitigation Plan as scheduled. The Deputy Director continued to attend meetings as the representative of WiTEMA to assist with the updates/revisions of the FY 2016 EMPG requirements and deliverables. Coordination with the state Exercise Officer continued for finalization of upcoming Table Top exercise with the BC.

The Deputy Director interviewed for the Director of Emergency Management position that was posted August 2014, it was suggested that the final decision and employment offer should be made at some time during the month of July.

During the 3rd quarter of FY 2015 the Emergency Management Department worked with several of the critical departments to update several areas of the previously approved Pre-Disaster Mitigation Plan. ESFs that were distributed in the previous quarter to affected entities for review and comment were updated and redistributed to the areas to confirm updates and changes. The ESF's redistributed are currently awaiting signatures from the respective areas.

---------- End of Report ----------

Kaylynn Gresham
Director Emergency Management
Oneida Nation

Oneida Business Committee Agenda Request

XIV.B.01. Accept Bay Bancorporation Inc. FY '15 3rd quarter report

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: Reports-Corporation

☒ Accept as Information only

☐ Action - please describe:

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1. 3.

2. 4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Cristina Danforth, Tribal Chairwoman

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

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Bay Bank

QUARTERLY REPORT

Quarter ended June 30, 2015

A. BAY BANK

Submitted by: Jeff Bowman, Board Member
Directors: Lance Broberg, Fern Orie, Bob Jossie
Jeff Bowman, Pete King, Elaine Skenandore-Cornelius

Oneida Business Committee Contact: Tina Danforth

B. MINUTES

None Submitted

ACTION TAKEN

No Tribal Policy change.

D. FINANCIAL

Note that various financial reports

December 31, 2015 is Bay Bank's fiscal year end.

E. SPECIAL EVENTS AND TRAVEL

None

F. PERSONAL COMMENTS

Bay Bank account numbers as of June 30, 2015:

1,017	Checking Accounts
324	Business Checking Accounts
66	Money Market Accounts

1,563	Savings Accounts
482	Certificates of Deposit
103	Commercial Real Estate Loans
665	Residential Real Estate Loans
137	Business Loans
547	Consumer Loans
49	Oneida Small Business 2000 Loan Program Loans

The Oneida Small Business Loan Program 2000 that is administered by Bay Bank started on May 1, 2002. As of this date over $ 11.4 million in new loans have been made to over 122 new or growing Oneida tribal member owned businesses.

The Section 184 mortgage loans serviced under FHLB MPF program totaled $47.5 million at June 30, 2015. There are 386 loans in the program currently.

G. GOALS AND OBJECTIVES

2015 GOALS:

GOAL A: Bay Bank will strive to attain a minimum 0.50% Return on Assets for the year ending December 31, 2015. Return on Assets (ROA) is a common measurement of a bank's profitability. This ratio informs you how well the bank is managing and investing the bank's assets.

2015 ROA Goal	2015 YTD ROA Actual	2015 Peer Group Average
0.50 %	0.68%	0.70%

GOAL B: Bay Bank will strive to attain a minimum 6.00 % Return on Equity for the year ending December 31, 2015. Return on Equity (ROE) is the measurement of how well the bank is performing for its stockholder.

2015 ROE Goal	2015 YTD ROE Actual	2015 Peer Group Average
6.00 %	5.06 %	6.26 %

Bay Bank had budgeted total loans for the quarter ended June 30, 2015 in the amount of $ 49.6 million. Actual total loans as of June 30, 2015 were $ 49.5 million or $ 0.1 million less than projected. Loans increased $ 173,000 over the 12 month period ended June 30, 2015.

Bay Bank had budgeted total deposits for the quarter ended June 30, 2015 in the amount of $ 64.7 million. Actual total deposits as of June 30, 2015 were $ 63.1 million or $ 1.6 million less than projected balances. We continue to allow various non-core deposits to mature. Deposits decreased $ 865,000 for the past twelve months as various non-core deposits matured and were not replaced.

H. MEETINGS

Monthly meeting on the third Thursday of each month. Well attended.

Oneida Business Committee Agenda Request

XIV.B.02. Accept Oneida Seven Generations Corporation FY '15 3rd quarter report

1. Meeting Date Requested: 9 / 09 / 15

2. General Information:

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

Agenda Header: Reports

☒ Accept as Information only

☐ Action - please describe:

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1. Narrative Quarterly Report
2.
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Cristina Danforth, Tribal Chairwoman

Primary Requestor: Pete J King, III
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Seven Generations Corporation

Narrative Report:

Explanation of the core of the Corporation's business practices:

The purpose of Oneida Seven Generations Corporation (OSGC) is to engage in activities related to commercial leasing. OSGC manages commercial developments such as the Bellin facility on Commanche Avenue, the Schneider facility on Glory Road, the Badger Sheet Metal Works facility on Partnership Drive, and the West Mason and Packerland business malls. As of June 30, 2015 we have three properties with lease space available; they are half of the former Tower Foods facility, the restaurant space at the Travel Center, and an office facility on Flightway Drive. We have spoken to a number of potential tenants on the restaurant site. There are fifteen properties under OSGC's management; with over thirty leasable areas.

The Wisconsin Supreme Court ruled in favor of OSGC on our lawsuit against the City of Green Bay for the waste-to-energy plant.

Explanation of the Corporation's market information:

Property Management: OSGC employs one part-time tribal elder member who assists in managing approximately 30 tenant leases. In addition to monitoring the leases, the leasing person assists in making sure the corporation buildings are insured and that tenants insure their occupancy, implementing property management procedures, and compiling data information.

Identification of the primary goals and targets of the Corporation and progress made towards accomplishment of the same:

The vision for OSGC is to increase the profitability of the company's real estate income base. This will occur by reducing expenses.

We are marketing our properties through Facebook and other social media outlets. We have seen an increase in properties being marketed through the internet which is less costly and has the ability to reach more businesses looking for space. In order to remain competitive we are moving into this market area.

Oneida Seven Generations Corporation

Identification of medium (two to five year) and long (greater than five year) prospects and sustainability of the Corporation given present status, strategies and risks:

Our medium to long range goals includes the following:

- To dissolve OSGC, per the GTC motion, once it's economically feasible due to the current lawsuits.

Summary of the assets of the Corporation, including but not limited to its financial, physical, employee, customer, brand or intellectual property, and supply assets:

Financial / Physical: Checking accounts; buildings; other business ventures

Employees: OSGC has two employees; one full-time and one part-time.

Main Customers: Bellin Health Systems; Schneider National; Badger Sheet Metal Works; United States Postal Services and Oneida Tribe of Indians of Wisconsin

Summary and status update of any pending legal action to which the Corporation is a party and any relevant government regulation to which the Corporation may be subject:

OSGC has recently won in the appeal process with the City of Green Bay regarding our rescinded permit. The Wisconsin Supreme Court ruled in favor of OSGC.

OSGC is awaiting a decision form the Appellate Court in Cook County on a case filed by ACF.

OSGC is in the preliminary stages of arbitration with a former tenant.

OSGC is also in the preliminary stages of arbitration with a former vendor.

Oneida Business Committee Agenda Request

XIV.B.03. Accept Oneida Golf Enterprise FY '15 3rd quarter report

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Motion to accept the OGE 3rd Quarter Report for FY15.

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1. OGE 3rd Quarter Report
2.
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Trish King, Tribal Treasurer

Primary Requestor: Janice Skenandore Hirth - President
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:

To update the Business Committee on the Performance of Oneida Golf Enterprise d/b/a Thornberry Creek at Oneida for the 3rd Quarter of FY15.

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 Golf Enterprise Corporation

Fiscal year-To-Date Reporting for period Ending:

June 30, 2015

The Oneida Golf Enterprise Corporation (OGEC) is a corporation of the Oneida Tribe of Indians of Wisconsin established to oversee and manage the business known as Thornberry Creek at Oneida.

Narrative Report

Business Practice, Market Overview, Place Within Market:

- Thornberry Creek at Oneida (TCO) is a 27 hole premier golf course settled in a rural prestigious housing development on the Oneida reservation.
- TCO is the Official Golf Course of the Green Bay Packers.
- TCO is one of 10 Official PGA Family golf courses in Wisconsin offering tees for kids based upon skill level and ability to further enjoy the game.
- TCO includes a banquet facility, practice range, golf shop and sports pub & grill.
- TCO is considered a leader in charitable golf event hosting and a leading choice for future brides.
- TCO hosted 85 special events in the third quarter

Competitive Analysis:

GOLF

- Area competitors in this market for public golf courses with 9 holes is Village Green in Howard; 27 holes includes Mid Vallee in De Pere; 18 holes include Brown County and Crystal Springs.
- Outside our 10 mile radius are other courses such as Royal St. Patrick's, Ledgeview, The Woods, and Northbrook. Courses outside the area but still considered competitors include The Bull in Sheboygan and Blackwolf Run/Whistling Straits in Kohler.
- Our nearest competitor, Brown County Golf Course, had temporary greens due to winter damage and have renovated and rebuilt all their greens to be ready for opening in spring 2014. **New greens opened May 15, 2014 at Brown County and their business has had a negative impact on our rounds. Update: As of press time the greens have left a lot to be desired and are struggling into the spring season.**

Banquet

- Thornberry Creek at Oneida has 7,000 square feet of flexible banquet space with large windows and spectacular views. This space will accommodate 300 guests at round tables.

We also future a porch room that accommodates up to 40 people. Included in this space is the Cupola available for smaller wedding ceremonies and intimate gatherings.

- Thornberry Creek at Oneida also offers a full range of conference equipment and amenities for the corporate client.
- Our large bar and grill offers full coverage on all 24 HDTV flat screen televisions for all sporting events and seats up to 160 customers.
- Area competitors in this market include Rock Gardens and the Radisson.

Strategies for Improved Value:

- *Golf Digest* efforts continue and the course has seen a few raters play the facility
- TCO released the All In Package at the Milwaukee golf show in March and are already seeing groups take advantage of the promotion
- Release of new pricing has shown some success with an increase in both rounds and revenues over previous years
- The Big Cup brought about record numbers with 168 players and was a huge revenue generator for our 3rd quarter
- Wine and Canvas continue to be a great partnership as they continue to sellout and bring about new clientele to the facility
- Marketing dollars are continuing to be spent to assist in brand imaging and awareness; the presence within the market is growing rapidly
- Easter and Mother's Day brunches were a success with sellout crowds and positive reviews
- We awarded our first Bracket Breakdown winner with Free Green Fees for Life
- Bracket Breakdown brought about significant business during off peak times and TCO is proud to announce they broke records on two separate evenings in terms of revenue
- We showcased our second themed dinner, Spirit Dinner, to approximately 20 guests, all agreed it was an incredible experience
- Our first Cigar Night brought 35 attendees
- Golf rounds were up 5% in the third quarter over 2014
- Although the course saw only a 5% increase the overall golf rounds there was a 28% increase in 18 hole rounds thus providing an overall golf round revenue increase of 19%
- The Fringe Benefit Card continues to thrive and in the third quarter was responsible for almost 400 rounds
- New tee signage, tee markers and trash receptacles have been put into place on the course and add great visual value
- Golf Shop renovation has been completed along with new entry carpeting and display areas; the renovation has worked as merchandise revenues are up 16% and margins have also increased
- TCO is committed to trying new things in merchandise and will continue to be the leaders in what we sell and represent

- Using local powerhouses TCO has aligned itself with large media outlets, TCO can be found on FOX 11, NBC 26, CBS and WIXX.
- The new Winedown Wednesday's have been received well and the patio is filled the first Wednesday of every month

Material Changes or Developments in Market/Business:

- CIP continued into 2015 and decisions were made on signage, landscaping and flag pole areas
- Village of Hobart's water tower main broke causing a sinkhole in the far lot and the practice tee floor, to be corrected in May 2015 – **Update: completed in early June 2015**
- The new menu continues to gain momentum and the overall food consistency has been getting better
- Service training has been applied in both Golf and F&B; this continues to be an area that struggles
- We continue to sell old items to assist in revenues
- Our New Business Development Manager has assisted heavily in our social media presence and also secured TYP groups throughout the summer months
- Banquets are sliding but hopefully will pick up in the 4th quarter
- Secured private label bottled water at a major discount; profit margin will increase heavily
- Working on advertising efforts with the PGA Championship in August
- Our branding continues to get better with new shopping bags in the golf shop and all literature that's presented
- Still working on verbiage for bronze plaques to be installed on the course; working with the Culture and Heritage Department

Market Growth:

- Our social media presence continues to grow, up 39% since May of 2014 and up 15% in the third quarter of 2015
- Brand recognition is beginning to show as our media outlets have increased significantly; Thornberry will be venturing to the Chicago, Detroit and Minneapolis markets in 2016
- Weddings continue to sellout early however the overall attendance in weddings are down from previous years
- Early morning rounds and late afternoon rounds have grown substantially; over 300%
- On course sales continue to grow: $46K over 2014 in the third quarter and cigar sales also continue to grow at $2,200 over 2014

- Josh Doxtator spoke at a Thrivent Financial meeting as well as a special event for Hilton Garden Inn regarding the importance of Business and Golf
- Josh Doxtator will also be speaking at an event for Current Young Professionals about golf and business in August
- New partnerships have been created with choice hotels and business is being driven to Thornberry through those partnerships

Pending Legal Action:

- No litigation pending.

Oneida Business Committee Agenda Request

XIV.B.04. Accept Oneida Airport Hotel Corporation FY '15 3rd quarter report

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Motion to accept the OAHC 3rd Quarter Report for FY15.

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1. OAHC d/b/a Radisson 3rd Quarter Report
2. Three Clans Airport d/b/a Wingate 3rd Qtr Report
3.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Trish King, Tribal Treasurer

Primary Requestor: Janice Skenandore Hirth - President
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:

To update the Business Committee on the Performance of Oneida Airport Hotel Corporation d/b/a Radisson Hotel & Conference Center and Three Clans Airport d/b/a Wingate by Wyndham for the 3rd Quarter of FY15.

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 Airport Hotel Corporation
Radisson Hotel & Conference Center
Quarterly Report
For the quarter ended: June 30, 2015

Narrative Section

Business practice, market overview, place within market:

- STR report shows for the Quarter that we are up in Occupancy YOY 2.6% index, up in ADR YOY .4% index with a result of 3.0% index YOY for RevPar; group rooms had great pick up for May and June; June due to Soccer tournament in Appleton, Association group and Kenny Chesney concert.
- Sales team attended networking events including Chamber Networking breakfasts monthly; BNI meetings weekly; Current luncheons/events monthly; Management Women events monthly; WSAE event quarterly; WBTA event quarterly – to gain leverage for the Radisson in the Green Bay market

Competitive analysis:

- Casino food outlets continue to be a source of competition for F&B revenue

Strategies for improved value:

- Developed packaging in Corporate/Association Meetings, Tour & Travel, Wedding, Travel Agents and Transient markets to gain short term bookings for Q3 and other need months
- Working with Radisson Corporate in all Sales markets to gain leverage and recognition
- Working closely with Green Bay CVB in all Sales markets to keep top of mind and participate in all sales initiatives

Material changes or developments in market/business:

- KI Convention Center Expansion began Dec 6, 2013, adding 23,000 square ft meeting space will have total of 80,000 when complete, due to complete September 1, 2015
- Appleton will be adding a Convention Center on land near the Radisson Appleton

Market growth:

- Northland Hotel due to start construction on 147 room hotel downtown to compliment the KI Convention Center expansion, due to open July 2016
- Formerly Clarion Hotel downtown is completing construction to become a Hampton Inn due to open September 2015
- Residence Inn 100 room property set to build and open 2017 in Green Bay, near Aloft

- 77 room Staybridge Suites will be under construction and attached to Brett Favre's Steakhouse
- 4 Star property due to be built on Packer property near the stadium with 200 rooms – Lodge Kohler due to open 2017

Pending legal action:

- Nothing at the moment

Oneida Airport Hotel Corporation
Three Clans Airport, LLC
Quarterly Report
For the quarter ended: June 30, 2015

Business practice, market overview, place within market:

- Ranking for the 3rd quarter from the STR Report the Wingate is 4 out of 5 based on REVPAR and 3 out 5 based on Occupancy. Wingate is continuing to gain and maintain fair market share within the competitive set.
- For the 3rd quarter the Wingate focused on growing ADR over occupancy and was able to grow rate by $5.34 year over year.
- The Wingate averaged 83.4% occupancy for the 3rd quarter; this occupancy remained the same year over year.

Competitive analysis:

- The competitors ran a REVPAR of $86.13 to Wingate's $64.34 for the quarter.
- The competitive set had occupancy of 78.2% to the Wingate's 83.4%.

Strategies for improved value:

- The Wingate's strategy to continually grow rate is to yield rates sooner especially on high demand dates and to offer less heavily discounted rates on slow dates. Discounted rates will still be offered for slower dates but not as much as they have been in the past.
- The Wingate continues to use all 3rd party booking channels to increase bookings on low demand dates.
- The Wingate continues to run last minute deals on Expedia and hotels.com over the weekend to increase last short term bookings.
- The Radisson Sales team continues to cross sell the hotel. We have begun to see new leads and new bookings from this joint effort.

Material changes or developments in market/business:

- The Residence Inn by Marriott broke ground in June, this is located on the Fox River next to the Aloft. The hotel will add 103 guest rooms to the Green Bay market.
- The Wingate saw an increase in the corporate business traveler in the 3rd quarter. During the 3rd quarter there were many negotiated companies staying with us that we haven't seen in a while. The increase was also due to an influx of overflow rooms from the Radisson due to the large conventions they hosted during this period.

Market growth:

- For the 3rd Quarter, the Wingate ended with 74.7% REVPAR Index.
- Revenues for the third quarter were $406,265.00.
- This was achieved by positioning ourselves better within our competitive set and the Green Bay Market.

Pending legal action:

- Nothing at the moment

Oneida Business Committee Agenda Request

XIV.B.05. Accept Oneida Total Integrated Enterprise FY '15 3rd quarter report

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: Reports

☒ Accept as Information only

☐ Action - please describe:

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1. 3.

2. 4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Tehassi Hill, Council Member

Primary Requestor: Wilbert "Butch" Rentmeester, OTIE Board Chair
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Total Integrated Enterprises

3rd Quarter Report 2015
August 11, 2015

Prepared by:

Nick Ni, PE, President

Submitted to:

OTIE Board of Managers: Butch Rentmeester, Chairperson,
Jeff House, Jackie Zalim, Wayne Metoxen, Leslie Wheelock

OTIE Report 01-20150811

Narrative Report

a. Explanation of the core of the Corporation's business practices and market overview

Oneida Total Integrated Enterprises (OTIE) provides environmental, remediation, construction, engineering, and munitions response services to government agencies, as well as commercial clients in the United States and across the world. OTIE's services evolve in response to clients' changing needs. Our core services contribute a majority of OTIE's backlog in response to federal and state project requirements, changing infrastructure demands, and the often accompanying regulatory challenges. We deliver solutions that allow our customers to cost-effectively achieve their mission while adapting to evolving performance parameters.

As a service-based company, OTIE revenue is primarily derived through the labor-based contracts and task orders, rather than capital-intensive project requirements.

Our revenue potential is driven by our ability to retain existing clients as well as attract new ones, provide quality and responsive value-oriented project management at competitive rates, and identify and retain a qualified staff of dedicated employees.

OTIE directs our primary business pursuits from a stable customer base concentrated in federal, State and municipal government entities. Our tribal business, aerospace industry (commercial), and electric utility company contracts are exceptions to OTIE's heavy reliance on government contracting, and in all cases our customer base offers outstanding opportunity for securing projects and targeting:

- long-term, high-dollar contracts to offer steady and profitable backlog
- low risk contracts to stabilize the Company's business base
- capturing market share in emerging or expanding growth markets

OTIE operates in a fiercely competitive, expanding market that seeks diversity and economic vitality through government contracting. Our advantage over emerging small business competitors is maintained through steadfast conformance with quality, safety and contracting/acquisition requirements and regulations imposed by the federal government.

Budgetary reductions, labor constraints and broader recessionary pressures are forcing our customers to award low-price technically acceptable (LPTA) under competitive ID/IQ contracts. As a consequence, OTIE's pricing is marginally decreased for professional services and bids require sharper pricing and more labor investment. Coupled with the investment required for ID/IQ proposal preparation, each technical/price proposal submitted represents considerable investment of limited overhead resources.

As reported in prior Quarterly Reports, the market for our services remains highly competitive. An abundance of Architecture / Engineering / Construction (AEC) firms provide similar services offered by OTIE. Competitive factors for our success include

performance reputation, price, geographic location and availability of technically skilled personnel. We are pleased with our accomplishments and continue the drive to becoming a top-tier competitor.

b. Explanation of the Corporation's current place within the market

OTIE is a Native American, tribally-owned, SBA-certified 8(a) small disadvantaged business (SDB). Other small business (SB) categories in the marketplace include: HUB-Zone; Woman-owned; Veteran-owned; Service Disabled Veteran-owned; Alaskan Native Corporation; Native Hawaiian Owned; and Native American-owned.

We face substantial competition in each of our business profiles as the market crowds and our customers become more price-sensitive. Our competitors are often larger and have greater financial resources, requiring OTIE to be selective in our marketing and sales efforts and more adept in developing strategic partnerships to enhance our competitive advantage.

OTIE's place in the 8(a) market is distinguished from others by our over 25-year performance history: We are a mature, tested and proven SB with a big-business infrastructure. Some of our SB competitors have similar performance tenure in our industry; others in the market are emerging businesses aiming to secure their first federal contracts. We believe that our present size and diversified service offerings relative to the smaller, niche companies are advantageous to OTIE.

Our success in key growth areas demonstrates our ability to broaden our market positions in spite of stiff competition. In two key technical areas OTIE gained traction and increased our visibility and competitive posture in the market:

- ***Engineering Services –*** Responding to our USAF customer's needs we added new engineering disciplines and staff. OTIE hired mechanical engineers and added depth in electrical and structural engineering, too. We are self-performing several high labor-effort engineering projects that would have ordinarily been awarded to a large business contractor.
- ***Environmental Compliance –*** New contracts won by OTIE present long-term revenue opportunity and reinforce our position as an elite, small business environmental services provider.
    - US Army Corps of Engineers (various districts) – contracts at Vance, Little Rock, and Altus AFBs; Buckley AFB; Ellsworth AFB; Whiteman AFB; and F.E. Warren AFB.
    - Air Force Civil Engineering Center – Blanket Purchase Agreement (BPA) for Environmental Quality Services.

c. Explanation of the outlines of strategies by the Corporation for improved value in the market

To improve OTIE's value and position in the marketplace we focus on those opportunities where the federal government continues funding and that clearly align with OTIE's customers, such as engineering services, Munitions Response Services (MRS), and design/construction contract management. We also continue to focus on areas that we believe offer attractive enough returns to our clients that they will continue to fund efforts, such as Military Family Housing design (Title I) and construction type services (Title II) including infrastructure improvements internationally, and studies and assessments for improvements in energy efficiency, and facility upgrades.

Specifically, we see the following four elements driving our strategy going forward:

1) Pursuing larger contract opportunities. With continued development of a strong infrastructure and expanded engineering capabilities, we focus on pursuing larger prime contracts and expanding our pool of opportunities. We continue to strengthen our relationships with other firms to create teaming arrangements that better serve our clients. Where we have seen a shift in focus to contracts for small businesses in our secondary NAICS codes, we are developing and strengthening relationships with such businesses so that we can jointly capture some of this work.

2) Leveraging of our services. OTIE has diverse services to offer to a growing customer base. We leverage OTIE capabilities and remain watchful for 8(a) set-asides for OTIE, Mission Support Services (MS2), and Sustainment & Restoration Services (SRS). The combination of our multiple skill sets and broad service offerings allows us to work efficiently in a new economic environment, whether selling services, or via effective use of our design and construction management skills supporting DoD and bridging such skills to other customers.

3) Expanding our international footprint. While OTIE is strong in Japan in Title I and Title II services, expanding design services into our overseas client base will allow for replication of our proven skills and support growing overseas client needs. Basing project management services in Guam will help OTIE embolden our position in Asia/Pacific theater, and to also look for new opportunities in the region.

4) Geographic and client expansion through acquisition. We will direct an active acquisition strategy focused on expanding our ability to offer our technical services to both new geographic areas and new clients, such as NAVFAC and USACE through the acquisition of complementary businesses.

Key long-term clients that will improve OTIE's value and position in the marketplace include the U.S. Army Corps of Engineers, U.S. Air Force, U.S. Navy, EPA and the General Services Administration. Our ability to serve these customers depends on relationships with existing staff and enhanced capabilities and contacts brought to OTIE from new hires. OTIE continues to attract and hire staff that enhance our relationship-building and improve our competitive position in the marketplace.

Our strength in the market is built on relationships with key customers, and an ability to discover new opportunities early in the acquisition cycle. OTIE's strategy is to:

- Get in front of the right people
- Present compelling information and arm the company with winning tactics
- Partner with proven industry leaders preferred by the customer
- Reinforce our sales tactics with proven past performance.

By marketing to the right decision-makers, and conducting objective determinations on potential for success, OTIE fiercely competes when probability for success is high, and we forego opportunities where we see minimal chance of success. Using this focused approach reduces costs and improves our win percentage, both of which are key components of building value in the marketplace.

d. Explanation of the Corporation's relative performance vs. competitors and identification of key competitors within the market

OTIE's SBA-approved 8(a) competitors include Alaskan Native Corporations (ANCs); Native American, tribally-owned SBs; and Native Hawaiian Organizations (NHOs). Federal agencies may award new contracts without competition to ANCs, tribally-owned 8(a) SBs and NHOs. OTIE also competes against other 8(a) firms for set-aside acquisitions, including SBs that are categorized as Woman-Owned, Minority Business Enterprise, HUBZone, Service Disabled Veteran Owned SB, and others.

Typical competitors for OTIE include:

- Small Business firms with fewer than 500 employees in NAICS 562910 (e.g. EA; Baywest; Zapata Engineering; TechLaw and others) and regional Transportation engineering firms in Wisconsin.
- Current 8(a) small businesses (Ayuda, Earth Resources Technology; Prudent Technologies; Dawson Group; CTI & Associates and others).
- 8(a) "graduates" (e.g., Bhate, Cabrera, Cape, HydroGeoLogic, ERRG, Sullivan, Tidewater, Terranear PMC, Nobis and others). These SBs are now mature businesses with robust past performance and current customers that keep them "entrenched" at specific federal installations.

OTIE continues to be viewed by other SBs as extremely competitive on major ID/IQ prime acquisitions. Our federal agency customers have commended OTIE on the high quality of our ID/IQ contract proposals, as well as the ease of negotiations and businesslike interactions. In general, our customers view OTIE as a robust, durable and agile Small Business with big-business infrastructure.

Regarding task order proposals, OTIE has struggled against other Small Business competitors to win work on ID/IQ contracts. We fair better under Best Value

procurements and tend to lose out on opportunities awarded based in Low-Price, Technically Acceptable evaluation.

Viewing OTIE's competitive position from a geographic perspective, we remain very well positioned for continued DoD work overseas. We are even better positioned for diverse set of engineering design and construction requirements in Asia/Pacific based on the establishment of OTIE's Guam office location. The increased DoD force posture in Asia aligns with OTIE's planned growth: We are pre-positioning OTIE for lucrative contract performance in the Asia/Pacific theater where DoD focus has pivoted, and we are reaping the rewards of the long-term vision and investments made.

OTIE has garnered nationwide (and international) attention as a vigorous small business competitor. We hold a wide variety of federal contracts, and the diversity of these contracts sets us apart from most of our competitors.

e. Explanation of any material changes or developments in the market or nature of business the Corporation is primarily engaged in since the last reporting period

In FY14, the market and nature of contracting shifted even further toward contract awards under low-price schemes. For example, opportunities for *"PBR Gap"* contracting reflect the DoD's concession to an imperfect Performance-Based Remediation (PBR) model. Additional, unforeseen contracts will be awarded to new contractors and for work scopes that were not envisioned when the initial, comprehensive PBR contracts were let. The PBR Gap contracts will be lower dollar threshold opportunities, and will become potential opportunities for OTIE's pursuit in FY16 and beyond.

In addition to a preference for low-bid contract awards, in FY14 we witnessed the continued, government-wide preference to procure Multiple Award Task Order Contracts (MATOCs) as the default acquisition strategy. Observations by our customers over past few years indicate a favorable bid climate, which is forcing contractors to sharpen their fee proposals and cut costs wherever possible.

One of the last agencies to adopt MATOC strategies is USEPA, whose Remedial Action Contract (RAC) acquisition strategy for decades has relied on single awards in each EPA Region. In a departure from this contracting strategy, EPA is adjusting its Remedial Action Framework and procuring multiple-award contracts. Small Business contract competitions are poorly understood, as the agency has provided conflicting information, but OTIE will compete for these key contracts in select Regions even if the procurements are advertised on an unrestricted basis.

The bias toward MATOC contracting by federal agency customers affects our competitors more so than ourselves. As an over 25-year experienced 8(a) firm, OTIE counterbalances our ID/IQ contract portfolio with a blend of MATOC and single-award contracts where competition is not required for task order assignment.

Perhaps the most significant development in the market for all Small Businesses in NAICS 562910 (Environmental Remediation) is the proposed Rule Change by SBA to increase the size standard from its current 500 employee maximum to 1,250 employees. If the size standard is increased, OTIE will compete against firms that are substantially larger and that have access to far more resources. OTIE submitted comments to the SBA in January 2015; we expect a full year of government deliberation before a final determination to accept or reject the proposed increase in size standard to 1,250.

To counteract the potential increase in OTIE's Small Business Size Standard, it becomes critical that the Oneida Tribe invest in new 8(a) subsidiary companies. The invested capital can help our "sister" companies build a performance history to compete for more direct awards, and to become competitive entities and acquisition options for our federal customers. With a diverse roster of Small Business NAICS codes, the Tribe will have breadth of competitive, SB possibilities.

Our ability to adapt to the evolving needs of the federal marketplace has enabled OTIE to build a resilient business that is closely aligned to the spending priorities of our federal clients. Because we are accustomed to competing against formidable small and large businesses, OTIE is configured to succeed in an atmosphere of increased competition and reduced budgets. Our business development strategies aim to collect early information on upcoming procurements, affording us time to develop winning strategies and allowing us to sharpen our pricing.

f. Identification of the primary goals and targets of the Corporation and progress made towards accomplishment of the same

Goals for OTIE

Growth is the primary business goal for OTIE. Success for OTIE comes when we align and invest along growth profiles and manage/measure accordingly to make sure that our clients prosper.

In the third fiscal quarter of FY15, we have observed a pronounced rebound from several quarters of delayed contract starts. We continue to see an upward trend over the course of this year—a welcomed return that signifies a potential return to more predictable contracting and project delivery conditions.

At the same time, other measures of sturdy business performance—including the utilization rate of technical staff, and the booked backlog—show that we are converting market vitality into growth and prosperity. Leaning into the last fiscal quarter we anticipate safety-focused, quality driven services, and rewarding performance at end-of-year.

We are pleased to have secured new contracts with three new Federal customers in key growth areas, potentially bringing the promise and opportunity for continued geographic expansion and service diversification particularly in the Western US. The new customers and contract wins include:

- Small Business competitive contract award with US Bureau of Indian Affairs for Operation and Maintenance at a soil remediation site in – Ponson, AZ
- 8(a) Direct Award with the US Army Environmental Center for Long-Term Monitoring at the Red River Army Depot, Texarkana, TX
- 8(a) Direct Award with the US Fish and Wildlife Service for skeet/trap range remediation at Leavenworth Fish Hatchery located in Leavenworth, WA

We also anticipate a 4th Quarter award of an 8(a) set-aside ID/IQ contract with the Naval Facilities Engineering Command Expeditionary Warfare Center (NAVFAC EXWC) in Port Hueneme, CA. This win will be a significant achievement that provides vast opportunity for support to the Navy's Munitions Response Program and for future contract pursuits as a prime NAVFAC contractor.

These federal task order awards were augmented by other contract starts with the Oneida Tribe and Wisconsin Department of Transportation (WisDOT), plus healthy growth on the existing AE Services contract supporting the USAF 45th Space Wing (RAEIS).

Going forward, OTIE will leverage opportunities and advantages of our SB status—we will pursue two avenues: compete for 8(a) set aside contracts and aggressively solicit sole-source 8(a) contracts from existing and new customers.

Targets for OTIE

OTIE targets growth in government contracting where our skills and experience align with our customers' mission priorities. In the aggressive market of federal agency contracting - especially in times of budgetary uncertainty - every advantage counts to maintain OTIE's position in the elite levels of SB contracting. Gaining a competitive advantage takes strategic planning and research to focus on opportunities that are robust (high confidence customer spend) and enduring (affording long-term growth opportunity). We pursue emerging or growing markets and seek entry and profit in these areas, while closely monitoring entry costs and barriers. Identified market segments for expansion by OTIE include:

- Facility/infrastructure engineering and asset management
- Fence-to-Fence (F2F) environmental quality services
- Munitions Response Services (MRS)
- Expansion of USEPA services, contracts and Regions
- Growth in the Asia/Pacific market

Described below are the accomplishments for OTIE's targets.

Facility/infrastructure engineering and asset management – aging DoD real property/infrastructure is a target with legitimate potential for sustained growth. Over the last five years OTIE has expanded the engineering services we provide to our customers. Presently we have engineering projects in the mainland US plus Hawaii and Alaska and at DoD installations in Japan and Korea. We are winning engineering projects for facility/infrastructure design improvements that have typically been awarded to competing engineering giants like Jacobs Engineering, AECOM, and CH2M Hill. *OTIE was awarded a PACAF multi-base task order for Asset Inventory for Water Treatment Plants, identifying areas of vulnerability, and recommending system improvements.*

Fence-to-Fence (F2F) environmental quality services – OTIE has benefited by holding prime contracts with USACE Districts that are serving the US Air Force's needs for base-wide environmental services. We have a current backlog for F2F services and we anticipate proposing on several additional opportunities in FY15. The skillsets required to deliver F2F services match a key performance skill in the company's over 25 years in business – environmental and engineering consulting. We see the F2F market as being far lower risk than base-wide Performance Based Remediation (PBR) opportunities that we largely avoid. *OTIE won a multiple-award Blanket Purchase Agreement for F2F task orders in FY14.*

Munitions Response Services (MRS) – OTIE's investment in the MRS market in FY13 began when we acquired OER. With OER's personnel, skills and experience we are now one of the only 8(a) firms with broad capability and past performance in MRS, affording significant competitive advantage to OTIE. This service line and its growth profile are "target rich" and we will compete for small- and large projects going forward. *OTIE won a subcontract to Manson Construction for Pier 12 MEC clearance supporting NAVFAC Southwest Division in a high-visibility area of San Diego, CA.*

Expansion of services/contracts with USEPA – OTIE was awarded an important work assignment at the AMCO site in Northern California under the USEPA Region 9 8(a) RAC. In addition, we were contracted under GSA tools for continued START service support in EPA Region 4, and we await contract award for a follow-on long-term START III contract. *Long-term, high dollar contracts are targeted by OTIE, and in FY15 we will compete for Design and Engineering Services (DES) in several EPA Regions under the revised Remedial Action Framework.*

Growth in the Asia/Pacific market – projects performed by OTIE in Asia over the past eight to ten years total over $35M under Air Force and USACE contracts. In FY13 we sought client diversification to broaden our opportunity for continued regional growth. Then in FY14 we expanded our service offerings under task orders for several engineering projects including one with an Asset Management SOW. *OTIE has been selected for award by AFCEC on two, worldwide AE Services*

contracts and we anticipate final resolution on the contract disputes (by other firms) in FY15.

g. Identification of key elements for success in strategies given, including risks, resources and relations available and needed in order to successfully fulfill outlined strategies

To uphold and fulfill OTIE's value and position in the marketplace we focus on those opportunities where the federal government continues funding and that clearly align with OTIE's customers, such as engineering services, Munitions Response Services (MRS), and design/construction contract management. We also continue to focus on areas that we believe offer attractive enough returns to our clients that they will continue to fund efforts, such as Military Family Housing design (Title I) and construction type services (Title II) including infrastructure improvements internationally, and studies and assessments for improvements in energy efficiency, and facility upgrades.

We have methodically grown OTIE into its present configuration as an elite, highly capable small business, and we have out-competed small and large businesses for some of our industry's most prized contracts. As a very credible competitor, our staff growth and geographic distribution enhances our win potential and our resources to serve customers. Going forward a challenge for our Regional Managers and Business Unit Managers is to identify and equip Project staff to continue to grow the business. Our service lanes are sturdy, lucrative and rich in potential, and we anticipate much prosperity in the years to come.

Fundamental keys to our success are our personnel, infrastructure, financial strength, and cost-consciousness. If any one of these requirements is neglected, OTIE will miss our goals and targets, and competitors may capitalize on weaknesses and gain market advantage. These key OTIE features mold our strategies and processes for identifying the growth opportunities that align our business – services, customers, channels and geographic areas – and augment the largest proportion of revenue and profits.

The primary key to OTIE's continued success is to remain customer focused, sensitive to the mission, and adaptable to change. More specific customer focused factors for sustained growth include:

- A customer-focused growth strategy that is based on OTIE's existing customers. This strategy involves creating High Impact Value Propositions for new customer sub-segments. Underpinning this strategy is the willingness to view customers through a different set of lenses, and cross-marketing OTIE's other service capabilities to new sub-segments of our long-standing customer base. For example, the USACE Sacramento District continues award new contracts to expand the services that they expect OTIE to provide, directing work away from our incumbent subcontractor.
- A customer-focused strategy that penetrates agencies with strong strategic links to OTIE's core – creating adjacent business lanes. For example, we have engineering depth and past performance that very well equips us to enter the

growing Asset Management market. OTIE's USAF customers are now relying on an Integrated Priorities List (IPL) as a tool to obligate priority requirements that support the mission and make sense from economic and environmental stances. With the new AFCEC contracts we have the primary contract tool used by one of our key customers, and *we anticipate hiring to become fully configured for success in Asset Management*.

- Customer and contract-focused strategies are needed to succeed on existing ID/IQ contracts. Despite having won an abundance of prime contracts, we have suffered losses on competitive task order proposals, losing on both cost and technical approach. Competent and compliant proposals are valued and demanded by our customers. OTIE's strategy to remain customer-focused on ID/IQ proposals will incorporate a performance assessment to evaluate proposal responsiveness, win or lose. *Strong leadership practices at every level of the organization are needed in order to successfully fulfill our mission*.

OTIE's organizational structure aligns with client expectations and industry standards. Being customer focused, we grow the business by implementing principles and strategies to:

- Organize work around results that customers consider valuable
- encourage operational accountability and concentration on high-quality achievements;
- create streamlined and flexible relationships in response to customers' evolving needs; and
- provide employees with corporate support required to create opportunities and grow our company.

As presently organized and staffed, OTIE successfully strengthens our market position based on our methodical business development and responsive value-added proposals. We generate revenue and profit after successfully winning work under our hard-fought contracts. And we provide an outstanding level of service delivery, which ultimately determines our customers' propensity and desire to continue a business relationship with OTIE. Supporting all that we do is sturdiness in our finance and accounting capabilities – a key infrastructure component that often retards growth by our smaller competitors. As OTIE continues to grow, a strategic investment in the financial management system, human resources support capability and IT capacity is being analyzed.

OTIE Educational and Other Outreach Programs

OTIE continues to implement its outreach programs with the Oneida community and membership that focuses on the Oneida youth, elders and veterans. Our support in educational activities and opportunities for Oneida youth to encourage their

consideration of careers in engineering and science will include: 1) sponsorship of up to two Oneida high school students to attend a Milwaukee School of Engineering summer camp session to learn more about engineering and a potential career in the engineering field; 2) award up to two $5000 merit scholarships to an Oneida-member high school senior and/or a college-level senior for excellent academic performance and the desire to study the sciences for a potential career in engineering or environmental sciences; 3) a $5000 sponsorship of a math and technology camp for Oneida middle school students with the assistance of the Oneida Higher Education program and Northeast Wisconsin Technical College.

OTIE will also continue to sponsor ongoing tai chi and chair yoga exercise classes for the Oneida elders to support the health and well-being of the elders. This sponsorship is accomplished with the assistance of Oneida Elder Services and the Oneida Fitness Center. OTIE will explore available sponsorship options with the Oneida Veterans group.

h. Identification of medium (two to five year) and long (greater than five year) prospects and sustainability of the Corporation given the present status, strategies and risks

Past performance is often the most reliable predictor of future potential, particularly in high-labor businesses like engineering and environmental services. The fourth fiscal quarter is traditionally when the majority of government agencies spend the majority of their budgets, fearing the repercussion of a “use it or lose it” funding stream.

The first six months of 2015 have seen much progress on the defense related appropriations and authorization fronts. For the first time in nearly two decades, we stand to see the National Defense Authorization Act (NDAA) passed out of both legislative chambers, conferenced within those chambers and sent to the President for his signature before the August recess. (The authorization bill is the policy vehicle in the process.)

Fortunately for OTIE, the global A/E/C market is undergoing a healthy growth period buttressed by an investment appetite on the global scale. However, growth will be neither open-ended nor similar across the various areas of engineering and construction services that OTIE delivers. And as we have seen in the past, even a robust NDAA can become moribund in the hands of overworked DoD agency PMs and contracting officers. Nothing is certain, but it appears that a strong 4th Quarter and 2016 are in the workings.

We have successfully groomed long-term business relationships with key DoD agencies for services delivered around the world, and we are poised to benefit from an anticipated recovery and continued “rebalancing” to the Asia/Pacific theater. Despite budget vacillation, government contracting remains an exceptionally reliable market in terms of payment, stability, and growth opportunity. Our medium- and long-term prospects reinforce our projections for steady, sustained growth.

Medium-term prospects

OTIE's prospects in the two- to five-year term rely on our sturdy performance in engineering, science and construction to existing clients; adjacent clients/services and geographic areas; and new service offerings to new clients.

OTIE's increased focus and investment in business development and talent acquisition has allowed us to significantly increase both new task orders and backlog going into FY15. We continue to strongly believe that OTIE's capabilities and strengths align well with the future needs and demands of our clients.

Existing Services/Existing Clients

Quality service to existing clients is a top priority for OTIE, only exceeded by safe work practices in all that we do. Outstanding performance allows our good reputation to flourish and paves the way for follow-on contracts and task order opportunities.

OTIE will continue providing services to our existing customers, aiming to exceed expectations and become the preferred provider. Internationally and locally we see very strong alignment between our capabilities and the services our customers require, including WisDOT, Oneida Tribe, DoD and EPA.

In FY15 we continue to reinforce key growth areas for DoD customers: Munitions Response Services and traditional engineering services, strategic actions by the company that provide legitimate growth and align with our customers' spending trajectory.

- **Munitions Response Services (MRS)** – OTIE has invested in this growth market but the activity has been slow to kick in. Federal agency properties encumbered by MEC will not get magically remedied, and OTIE is poised to capture market share in MRS in spite of the slow start that our industry has experienced. Our challenge is to become better recognized as a safety- and quality-focused "go-to" MRS provider in any location. Additionally, the combination of our core capabilities is an important MRS selling feature as customers look for a single source to meet their needs. OTIE is competitive among the firms that combine MRS with environmental engineering design and construction capabilities in "one package." Our acquisition of OER and their technical capabilities has expanded our ability to deliver broader capabilities in a full range of situations, and with support from specialty providers, such as geophysics. We will actively pursue customers that require combined services as we leverage our capabilities into the changing economic environment.
- **Engineering Services** – coupled with OTIE's consistent performance for WisDOT and other engineering customers, our new Asset Management task orders open significant growth potential in engineering services. Firms that engage early in the asset management process have the advantage of time and knowledge. By knowing the spending priority for capital investments and

infrastructure sustainment, restoration and modernization, OTIE will gain crucial intelligence and position for design contract opportunities. The deferred maintenance on building systems remains a phenomenal growth opportunity in the next several years. With higher direct labor utilization than construction type projects (where subcontracting is a substantial portion of project budgets) OTIE can expect strong financial performance in Engineering Services. The higher labor utilization can drive down overhead, so a "flywheel effect" is created, permitting re-investment and continued growth in Engineering Services.

Customers will continue to rely on OTIE as integral to their success — by delivering their most valuable projects safely, on time, within budget, and to their quality requirements. In the two- to five-year term we will work closely with them to find practical and innovative solutions, adding value to their every challenge.

"Adjacent" Clients, Services and Geographic Locations

Bridging out to new clients or offering new services to existing clients is an important component of our vision for growth. OTIE's two- to five-year strategy is to start this process by focusing on current customers whom have strong strategic links to the core of our business. Meetings with the most creative/innovative customers can be a valuable source of potential opportunity for OTIE. By learning about ties to other agency customers, presently preferred providers, contracting preferences, and even philosophy on joint ventures or contracting strategies, we learn about barriers to entering "adjacent" service lanes and geographic markets, thereby serving different customer segments and potentially re-designing the customer's value chain.

New/Strategic Services, Clients and Geographic Locations

OTIE is expanding to meet customer requirements by adding engineering disciplines including electrical, mechanical and structural engineering. We see these key areas as having growth potential in the near future with current and future clients.

We will continue to market for additional services to customers in Japan, where OTIE has a stronghold, and in Korea, where OTIE is completing two task orders for the US Air Force. Year after year, OTIE sees impressive profits from our work in Asia. Additional investment and market penetration are justified as we align and invest in our growth portfolios, and manage/measure performance accordingly. In the remainder of 2015 we will pursue further geographic growth, positioning for additional work in theater as our US DoD customers rebalance the force to Asia and the Pacific. Initially targeted regional growth areas include Singapore and Australia, with new hires being considered for OTIE.

These and other new customers and locations present outstanding opportunities for service growth and diversification. In FY15 OTIE continues the drive to target customers and new markets for additional projects.

Long-term prospects

Our business performance is directly related to federal spending. The federal budget deficit and the national debt exact pressures requiring our customers to examine and reduce spending which, for the DoD for the next 10 years has been reduced. Long-term changes in fiscal and economic conditions could materially impact our business, including: how spending reductions are implemented, including sequestration; future government shutdowns; and growth or contraction in the nation's debt ceiling.

In spite of considerable budget constraints, OTIE envisions steady growth with our DoD and USEPA customers. Considering that over one-third of the federal budget is devoted to defense spending, OTIE delivers projects where funds historically flow and our competitive posture has continued to improve in the last decade.

We believe that 2015 to 2020 will be strong years for OTIE. Being well positioned in key markets and critical geographic locations, we are confident that the long-term strategy of diversifying our offerings, maintaining geographic reach, and focusing on our customers' business objectives will continue to serve us well. The prospects look particularly optimistic in the Asia/Pacific region, where OTIE has methodically expanded our presence and our service offerings.

For the last two years of OTIE's 8(a) status our primary business objective will remain capturing and safely delivering on 8(a) contracts. With over 25 years of business experience OTIE differentiates ourselves from other, emerging 8(a) firms that lack the infrastructure, experience, and reliability in the federal marketplace.

OTIE is prepared for graduation from 8(a) status. We know from experience not to rely on "graduation gifts" and that the best success strategy is to be prepared and to be experienced competing for work. A standing agenda topic in Executive Management meetings will be OTIE's exit from the 8(a) program.

i. Explanation of market growth (if any) experienced by the Corporation, identifying sources of growth (i.e., organic growth through market share increase, volume of business increase, acquisition of competition or other assets, etc.)

In FY15 OTIE has added staff to meet the increased workload under contracts such as the AFCEC AE13ES and AE13DCS contracts. We have already added a dozen staff in Florida to support RAEIS, and we anticipate growth continuing to meet the goals established by the President of OTIE. Organic growth will remain our primary method of expanding business volume and market share.

In addition to internal or organic growth, our current strategy involves growth through additional acquisitions of complementary businesses, as well as growth from acquisitions that would diversify our current service offerings. We frequently engage in *ad hoc* evaluations of potential acquisitions which, if warranted are further explored. Ultimately, and if consummated, new acquisitions could be significant to OTIE's growth.

As a top-tier contractor to the federal government, OTIE has a large and diverse blend of federal, State, municipal, tribal and commercial business customers. We provide science, engineering, construction, and specialized technical services to DoD, USEPA, WisDOT and other customer groups in support of a wide range of mission-critical programs. Being pre-positioned in Asia, we see outstanding potential for market growth internationally and in the Continental US.

j. Summary of the assets of the Corporation, including but not limited to its financial, physical, employee, customer, brand or intellectual property, and supply assets.

OTIE ASSETS
Financial (On Balance Sheet) Cash –Checking Accounts Accounts Receivable from Customers Work In Process on Current Projects Fixed Assets such as Vehicles, Furniture and Fixtures, Survey Equipment, Monitoring Equipment Goodwill from the purchase of T N & Associates Other Assets such as Prepaid Expenses, Investment in Joint Ventures **Employees** Total of 297 Employees 88 Engineers 67 Scientists 15 Construction Professionals 26 Technicians 7 Skilled Trades 44 Administrative 4 Land Surveyors 7 Marketing 39 MMRP/UXO Specialists **Customers** 74% of Revenue from our Federal clients, such as the Department of Defense, which includes the Air Force, Navy, and Corps of Engineers. Other Federal clients include the Environmental Protection Agency 5% Commercial –WE Energies, Raytheon 11% State and Municipal – WI Department of Transportation, California National Guard, Ventura County, City of San Marcos, Division of State Facilities 10% from Oneida Nation

k. Summary and status of any pending legal action to which the Corporation is a party and any relevant government regulation to which the Corporation may be subject.

OTIE is named as a defendant in a lawsuit filed by the artist of a mural. The case is Kammeyer v. USACE.

In 1976, Kammeyer painted a mural on a dam in California after winning a contest. The mural was painted as part of the bicentennial celebration. Over time, the paint began to flake off, thereby contaminating the environment around the dam. The USACE Los Angeles District recently determined that the paint used to create the mural was lead-based. OTIE was hired by USACE to remove a mural to stop the lead-based paint contamination. Several months after the contract was awarded, Kammeyer filed a lawsuit against USACE and OTIE to prevent the destruction of the mural. Shortly after filing the lawsuit, Kammeyer filed a temporary restraining order against USACE and OTIE in June, which was granted by a judge one day before OTIE was to begin removing the mural. OTIE demobilized from the site at USACE's direction.

OTIE has hired local counsel to represent OTIE's interests in the lawsuit. OTIE requested plaintiff's counsel to remove OTIE from the lawsuit by not including OTIE as a defendant in plaintiff's second amended complaint. Plaintiff's counsel refused. OTIE next step is to decide whether to file a motion to dismiss. We may wait until after the hearing on August 19, because there is a chance the matter could be resolved at that time.

Oneida Business Committee Agenda Request

XIV.B.06. Accept Oneida Engineering Science & Construction Group, LLC FY '15 3rd quarter report

1. Meeting Date Requested: 9` / 9 / 15

2. General Information:

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

Agenda Header: Reports

☒ Accept as Information only

☐ Action - please describe:

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1. 3.

2. 4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Tehassi Hill, Council Member

Primary Requestor: Jacquelyn Zalim, Oneida ESC Group Board Chair
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida ESC Group, LLC

3rd Quarter Report – FY 2015

August 12, 2015

OESC Board of Managers:

Jacquelyn Zalim, Chair

Wilbert Rentmeester

Jeffrey House

Oneida ESC Group, LLC (OESC), was formed in 2012 as the catalyst for continued growth for Oneida owned firms doing business in Construction NAICS codes for federal government contracts. Oneida Total Integrated Enterprises (OTIE) has exceeded the $33.5M limit in certain NAICS codes and is unable to bid and obtain contracts that fall within these NAICS codes as a prime contractor under the small business or 8(a) business categories in the federal procurement process. OESC and its subsidiaries are positioned to bid and pursue small business or 8(a) contracts where OTIE has exceeded size standards.

OESC and its subsidiaries are supported by OTIE with general management and administrative functions, including accounting and contracting management, human resource management, IT support, overall management, and marketing, bid and proposal. Below is a summary of OESC and its subsidiary's activities.

Narrative Report

a. Explanation of the core of the Corporation's business practices and market overview

OESC was created to serve as a holding company for subsidiary limited liability companies with an 8(a) certification. This type of holding company structure is modeled after the Alaskan Native Corporations (ANC) and other Native American Tribes that have created similar entity structures. This holding company structure allows ANCs and Native American Tribes to perpetually establish different 8(a) companies with different primary NAICS codes.

OESC currently has two subsidiaries, Mission Support Services (MS2) and Sustainment & Restoration Services (SRS). MS2 obtained its 8(a) certification in 2013. SRS received its 8(a) certification in 2014.

As part of the overall strategic plan for continued growth, OTIE will be moved under OESC as a third subsidiary upon OTIE's graduation from the 8(a) program in 2017.

b. Explanation of the Corporation's current place within the market

MS2 is focused on construction contracts with a size standard not to exceed $33.5M. SRS is pursuing contracts with a size standard not to exceed $14.5M. Only firms with less than $33.5M or $14.5M on average over a 3-year period can compete as a prime contractor. Since OTIE can no longer compete as a prime contractor under the small business or 8(a) business category under that size standard, OESC and its subsidiaries are strategically positioned to compete with OTIE support.

OTIE is currently focusing on developing both MS2 and SRS. The financial and technical resources that OESC needs are provided by OTIE.

c. Explanation of the outlines of strategies by the Corporation for improved value in the market

OESC's strategy is to develop its subsidiaries. The initial pursuits will take advantage of OTIE's existing networking capability and MS2's and SRS' key personnel who have existing

relationships with federal clients. These federal clients have various federal facilities nationwide.

OTIE has been supporting MS2 and SRS to recruit several employees including managers or staff that have proven past performance and existing working relationships with many federal clients. OTIE has led MS2 and SRS to their existing clients. Those clients have the work and usually will procure under the small or 8(a) category under the applicable NAICS code. This advantage will help MS2 and SRS to develop their capabilities rather quickly.

Currently MS2 is working in California, Florida, Oklahoma and Arkansas. Initial projects are expected to be sustainment, restoration, and modernization (SRM) projects for general facilities. Additional projects will be pursued in civil construction, utilities, energy management, and general facilities engineering requirements. More competencies will be added as opportunities arise.

SRS is currently pursuing work to provide waste management services for multiple clients in California. SRS established an office in Santa Barbara to pursue this opportunity. Additionally, SRS is marketing the US EPA Region V and has recently submitted a proposal for an 8(a) START contract. SRS has established an office in Chicago, Illinois for this effort.

d. Explanation of the Corporation's relative performance vs. competitors and identification of key competitors within the market

OESC and its subsidiaries are start-up companies. It will be difficult for them to compete with established small businesses that are active in the industry market. To offset this disadvantage, OTIE will support and lead OESC and its subsidiaries to take advantage of existing relationships already built by MS2's and SRS' key employees or from OTIE's networking. While competition will be very challenging for OESC and its subsidiaries, OTIE's support will help to overcome those challenges through the years. With OTIE support, OESC can reach a point where its subsidiaries can become more competitive and sustainable in their industries.

e. Explanation of any material changes or developments in the market or nature of business the Corporation is primarily engaged in since the last reporting period

None.

f. Identification of the primary goals and targets of the Corporation and progress made towards accomplishment of the same

Opportunities continue to exist in geographies where OTIE, MS2, or SRS key personnel have successful past performance, and where personnel involved in such projects have established strong relationships with teaming partners and clients in those locations. Downstream opportunities continue to emerge based on MS2 project performance and combined efforts of OTIE and MS2's marketing and sales efforts. Target clients continue to include Vandenberg AFB, NAVFAC SW, NAVFAC SE, NAVFAC Great Lakes, and NAS Pensacola.

Additional new target clients include Naval Base Ventura County, USACE Jacksonville, the US Army Joint Munitions Command (JMC), Edwards AFB, and the Air Force Civil Engineering Center.

OTIE is supporting MS2 and SRS on many marketing and proposal efforts. MS2 and SRS have been introduced by OTIE to many potential government clients, and as a result, more opportunities are within reach so that they can recruit more capable people to support each federal agency's mission as well as increase their technical capabilities. The following is the assistance that OTIE has provided to MS2 and SRS:

- MS2 and SRS have performed some projects as a subcontractor to OTIE.
- MS2 has submitted proposals and was awarded three projects which will sustain staff at Vandenberg AFB through FY15 and additional work is expected.
- OTIE's senior managers continue to introduce MS2 and SRS to different federal facilities in different states and continue to help M2 and SRS pursue several contract opportunities.

MS2 has recently been awarded the following contracts in part due to OTIE's assistance:

1) Great Lakes Naval Station Construction Project – design/build facility construction project. Funding for this project is contingent upon the exercise of seven options over the next few years. Due to a delay in scope revision by the client, MS2 may not generate revenue as expected 6 months ago.
2) Great Lakes Naval Station – project to replace facility gates in Green Bay, WI
3) Joint Munitions Command, IA – facility electrical services contract that we anticipate ongoing work for the next one to two years.
4) Naval Air Station, Pensacola, FL – construction contract that includes renovation of HVAC and lighting.
5) Dover Air Force Base, DE – continued study work that follows upon previous MS2 work conducted at the base. MS2 expects that design work will follow the study.
6) Naval Base Ventura County – Job Operations Contract (JOC) – received three task orders for facility renovation work including utilities, civil and site development.

SRS has recently been awarded its first prime contract with the Federal government for an above ground storage tank removal in Green Bay by Naval Station Great Lakes.

g. Identification of key elements for success in strategies given, including risks, resources and relations available and needed in order to successfully fulfill outlined strategies

The primary strengths at the outset will be personnel-related. MS2 and SRS key personnel understand federal construction and construction-related professional services, and have strong knowledge of competitors, target clients, and strong business relationships in several geographies.

The primary risk includes lack of immediately available resources and bonding capacity, limited availability of cash on hand, and demonstrated past performance. These must be off-set or mitigated by client knowledge of key MS2 and SRS personnel, pursuit of realistic project opportunities, and timely support from the owners or parent company with respect to bonding requirements.

h. Identification of medium (two to five year) and long (greater than five year) prospects and sustainability of the Corporation given the present status, strategies and risks

Same as (g) above.

i. Explanation of market growth (if any) experienced by the Corporation, identifying sources of growth (i.e., organic growth through market share increase, volume of business increase, acquisition of competition or other assets, etc.)

As a start-up organization, OESC and its subsidiaries intend to grow organically through the methods identified above.

j. Summary of the assets of the Corporation, including but not limited to its financial, physical, employee, customer, brand or intellectual property, and supply assets.

OESC ASSETS
Financial (On Balance Sheet) Cash –Checking Account Work In Process on Current Projects Fixed Assets such as Vehicles, Furniture and Fixtures, and Miscellaneous Equipment Other Assets such as Prepaid Expenses, Investment **Employees** OESC - 0 employees MS2 -14 employees SRS - 3 employees **Customers** 95% of Revenue from Federal clients.

k. Summary and status of any pending legal action to which the Corporation is a party and any relevant government regulation to which the Corporation may be subject.

No current pending legal action.

Oneida Business Committee Agenda Request

XIV.C.01. Accept Environmental Resource Board's revisions/additions to Prohibitions under Public Use of Tribal Lands Law

1. Meeting Date Requested: 9 / 9 / 15

2. General Information:

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

Agenda Header: Prohibitions under Public Use of Tribal Lands law

☒ Accept as Information only

☐ Action - please describe:

Per the Public Use of Tribal Land Law, the Business Committee shall be notified when the Environmental Resource Board establishes permissible or prohibited uses under the law.

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1. ERB memo
2. Revised fine schedule
3. ERB minutes
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Tehassi Hill / ERB Liaison

Primary Requestor: Laura Manthe, ERB Director
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Environmental Resource Board

YUKWA HU' TSYA?WA' KU

"We are holding the Earth"

RICHARD BAIRD
TED HAWK
AL MANDERS
TOM OUDENHOVEN
GERALD JORDAN
MEGAN WHITE
NICOLE STEEBER
MARLENE GARVEY
SHAWN SKENADORE

MEMO

To: Oneida Business Committee
From: Eugene Schubert, Policy Analyst, ERB
Date: 8/31/15
RE: Explanation of revisions/additions of prohibited uses

At the 8/6/15 meeting of the Environmental Resource Board (ERB), prohibitions were approved regarding Oneida Tribal Lands. The ability for the ERB to create prohibitions was added under recent amendments to the Public Use of Tribal Lands Law. Due to feedback from the Environmental Health & Safety Division, the community, and other areas; the ERB believes these additions are appropriate and necessary to protect Tribal Lands. The first five restrictions were developed by consensus among discussion with various entities. The remaining two were adopted in consultation with the Conservation Department.

- Use of drugs or alcohol where prohibited
- Camping where prohibited
- Use of explosives where prohibited
- Open fires where prohibited
- Use of motorized vehicles where prohibited
- Failure to abide by posted regulations
- Disorderly conduct

The ERB believes these are appropriate restrictions for properties to be enjoyed by the Oneida Community and respect the best interests of visitors of all ages. Please contact our office with any further questions.

Yaw^ko!

Oneida Tribe of Indians of Wisconsin

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

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 possble.

BC Resolution 07-08-15-B
Public Use of Tribal Lands Schedule of Citations

WHEREAS, the Oneida General Tribal Council is the duly recognized governing body of the Oneida Tribe of Indians of Wisconsin; and

WHEREAS, the Oneida General Tribal Council has been delegated the authority of Article IV, Section I of the Oneida Tribal Constitution; and

WHEREAS, the Oneida Business Committee may be delegated duties and responsibilities by the Oneida General Tribal Council and is at all times subject to the review powers of the Oneida General Tribal Council; and

WHEREAS, the Oneida Business Committee adopted the Public Use of Tribal Land Law on May 15, 2014, amended it on December 10, 2014 and most recently emergency amended it on July 8, 2015; and

WHEREAS, the Public Use of Tribal Land Law allows the Oneida Business Committee to adopt a citation schedule for violations of the Public Use of Tribal Lands Law, based upon recommendation of the Environmental Resource Board; and

WHEREAS, the Oneida Business Committee adopted a citation schedule on May 15, 2014 based upon the recommendation of the Environmental Resource Board; and

WHEREAS, the Environmental Resource Board has recommended that the Oneida Business Committee consider adopting the attached citation schedule for violations of the Public Use of Tribal Lands Law which has been updated to include additional citations for violations of Section 38.4-1(g), which was added by the latest emergency amendments.

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee hereby adopts the attached Public Use of Tribal Lands Schedule of Citations to replace the Schedule of Citations adopted by BC-05-15-14-D, effective immediately.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 7 members were present at a meeting duly called, noticed and held on the 8th day of July, 2015; that the forgoing resolution was duly adopted at such meeting by a vote of 6 members for, 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.

Lisa Summers, Tribal Secretary
Oneida Business Committee

*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

Public Use of Tribal Lands
Schedule of Citations*

Violation	Reference	1st Offense	2nd Offense	3rd Offense
Refuses to leave land when requested to do so.	§38.6-1(a)	$300	$600	$900
Enters upon land after being noticed that permission to enter land doesn't exist.	§38.6-1(b)	$300	$600	$900
Destroys land, waters, livestock, poultry, buildings, equipment, or any property.	§38.6-1(c)1	$300	$600	$900
Cuts or destroys any wood, timber, plant, vegetation or crop standing on the land, or carries away any wood, timber, plant, vegetation or crop on the land.	§38.6-1(c)2	$300	$600	$900
Engages in any act, or attempted act of hunting, trapping or fishing.	§38.6-1(c)3	$300	$600	$900
Digs, takes, or carries away earth, soil, minerals, cultural resources, or any other property.	§38.6-1(c)4	$300	$600	$900
Erects, puts up, fastens, prints, or paints upon another's property, notices, advertisements, signs or other writing designed to communicate to the general public.	§38.6-1(c)5	$300	$600	$900
Parks or drives any vehicle on the land.	§38.6-1(c)6	$300	$600	$900
Permits or allows livestock or any domesticated animal to enter upon or remain upon the land.	§38.6-1(c)7	$300	$600	$900
Uses or possesses leased or subleased lands beyond the possessory rights granted by such lease or sublease.	§38.6-1(c)8	$300	$600	$900
Dumps, deposits, places, throw, burns, emits or leaves rubbish, refuse, debris, substances, or other objects upon a highway, road, air, water or any land.	§38.6-1(c)9	$300	$600	$900
Violates the prescribed permissible and/or prohibited uses for property that is designated as Oneida CommunityAccess, Oneida Tribal Member Access or Open Access as posted on the property.	§38.4-1(g)	$300	$600	$900

*The Environmental Resource Board may, in addition to the citation, impose hearing costs and restituion against the person to whom a citation is issued for damages caused by a violation of this Law.

The frequency of offenses (i.e. 1st Offense, 2nd Offense, 3rd Offense) listed in this Schedule are re-set three calendar years from the date of the first offense.

Payment of fines collected for these violations shall be deposited with the Conservation Department.

Each violation and each day a violation continues or occurs shall constitute a separate offense.

ENVIRONMENTAL RESOURCE BOARD MEETING

Ridgeview Plaza

August 6, 2015 – 6:00 p.m.

ATTENDANCE

ERB MEMBERS: Tom Oudenhoven, Ted Hawk, Marlene Garvey
Gerald Jordan, Al Manders, Megan White

STAFF: Laura Manthe, Gene Schubert

GUESTS: Shad Webster, Harvey Kosowski

APPROVAL OF MINUTES

Meeting called to order at 6:00 pm. Motion to approve agenda by Al Manders, seconded by Tom Oudenhoven, motion passes. Motion to approve the minutes of 7/2/15 by Al Manders, seconded by Tom Oudenhoven, motion passes.

OLD BUSINESS

1. Emergency Amendment for Public Use of Land

ERB discussed possible prohibitions that can be added due to recent amendments to the law. Any uses must be noticed to the B.C. and posted on applicable lands. New containers for hot coals will be installed on Lake property and area will be locked at night once restroom construction begins. Comments also included bigger signs in kiosks and increase beach size. Motion by Tom Oudenhoven to approve the language/fines for prohibited uses, seconded by Megan White, motion passes.

- Use of drugs or alcohol where prohibited
- Camping where prohibited
- Use of explosives where prohibited
- Open fires where prohibited
- Use of motorized vehicles where prohibited
- Failure to abide by posted regulations
- Disorderly conduct

2. Hunting, Fishing, Trapping Law – Progress Update

Tani Thurner sent over list of questions regarding law. Motion by Gerald Jordan to approve recommendations discussed by ERB, seconded by Tom Oudenhoven, motion passes. ERB will follow-up with LOC staff and bring back more questions for September.

3. Foxtails Improvements and new ATV guidelines
   Proposal from Tony Kuchma for ATV route modifications was reviewed. Motion to approve by Al Manders, seconded by Gerald Jordan, motion passes.

4. ERB training update – Coordination with other entities
   Laura is coordinating the training with Paul Stenzel, the Police Commission, and Trust and Enrollments. Training meetings may occur as early as September, and would like be on a Wednesday evening. Conservation will be notified as well.

5. Safe Routes to School Trail Update
   Trail construction, funded by a DOT grant and BIA-IRR roads, will be beginning this month. The trail will connect Site 1 to Green Valley over Silver Creek (Bread Creek).

6. 8/20 hearing (rescheduled from July)
   Officers and alternate identified.

7. Oneida Lake update
   Shad reported that interns have been monitoring the lake from 2-4 hours/day. Conservation is also creating an SOP around Lake duties. A report is also being developed detailing total investments of time and resources into maintain and patrolling the property. Community service is also being reviewed as an option to put people to work.

NEW BUSINESS

1. Annual Elections for ERB Officers
   Motion by Tom Oudenhoven to nominate Marlene Garvey for Chair; nomination accepted. Seconded by Gerald Jordan. Motion passes 5-0. Motion by Marlene Garvey to nominate Al Manders for Vice-Chair; nomination accepted. Seconded by Ted Hawk. Motion passes 4-0 with Al Manders abstaining. Motion by Gerald Jordan to nominate Megan White for Secretary; nomination accepted. Seconded by Tom Oudenhoven. Motion passes 5-0.

2. Exemption to Tribal Only access for beekeeper
   Motion to approve land access for beekeeper by Al Manders, seconded by Ted Hawk, motion approved.

3. Sept 3 meeting date
   Gerald Jordan recommended to move date. ERB staff is reviewing a possible date for training in September, so meeting time will be determined yet in the future.

4. Hunting on Green property
   Gerald Jordan expressed concerns about hunting on this property. Motion by Gerald Jordan for no gun hunting for deer on Green property by Lambie Rd. Seconded by Al Manders. Motion passes

FYI

None

ADJOURNMENT

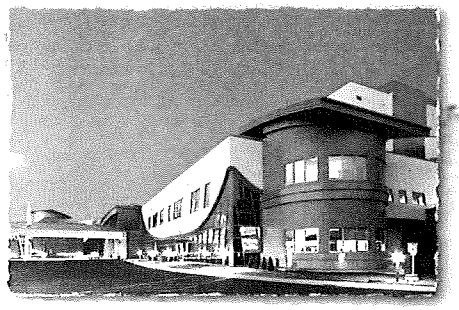
Motion to adjourn at 7:30 pm by Gerald Jordan, seconded by Megan White, motion passes.

HANDOUT FOR ITEM - XIV.B.05.

Tribes in Wisconsin:

Contributing Now More Than Ever

Community Investment Report / 2015



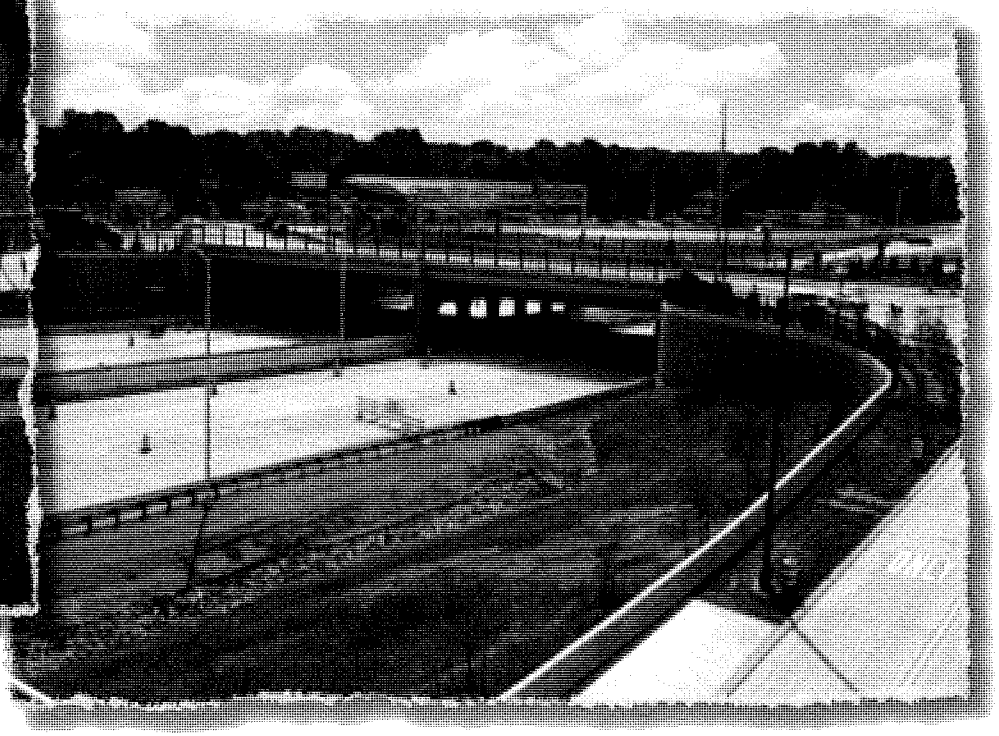
HANDOUT FOR ITEM - XIV.B.05.

Oneida Total Integrated Enterprises

Oneida Total Integrated Enterprises, LLC, (OTIE) is a wholly-owned company of the Oneida Tribe of Indians of Wisconsin. OTIE provides engineering, science, and construction management services to federal, state, and commercial customers nationwide. OTIE was created to generate revenue for the Tribe and expand revenue sources outside the reservation boundaries through a nationwide presence.

OTIE is a self-sufficient and separate legal entity from the Tribal organization that is governed by a Board of Managers. Autonomous business operations with responsible tribal government oversight ensure that OTIE positively impacts the environment and the communities where engineering, science and construction management work is performed. The following photographs illustrate OTIE's success with its clients:

WisDOT, Highway 172 Roundabout, Austin Straubel Airport, Green Bay



WisDOT, Highway 41, West Mason Street, Green Bay

Business Committee Meeting
9:00 a.m. Wednesday, September 9, 2015
Thank you for printing clearly

BRAD GRAHAM
BILL GRAHAM
Madelyn Genskow
Pat Moore
Jay Rasmussen
Mike Troge
Krystal John
Kathy Mitchell
Jackie Zalim
Janice Heirt
Peter Kij