

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 possible.

BC Meeting Materials January 13, 2016

Open Session

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the following 389 pages are the Open Session meeting materials presented at a meeting duly called, noticed and held on the 13th day of JANUARY, 2016.

A handwritten signature in blue ink that reads "Lisa Summers". The signature is stylized and written over a horizontal line.

Lisa Summers, Tribal Secretary
Oneida Business Committee



Oneida Business Committee

Executive Session

1:00 p.m. Monday, January 11, 2016
BC Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting

9:00 p.m. Wednesday, January 13, 2016
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 Gaming Commission – Barbara Erickson**
- V. MINUTES**
 - A. Approve December 18, 2015, special meeting minutes**
Sponsor: Lisa Summers, Tribal Secretary
 - B. Approve December 23, 2015, regular meeting minutes**
Sponsor: Lisa Summers, Tribal Secretary
- VI. RESOLUTIONS**
 - A. Adopt resolution titled Fee to Trust Application for property located at: N6600, 6900 Blk of HWY "55" and W1800, 2000 Blk Culbertson Rd.**
Sponsor: Patrick Pelky, Division Director/Division of Land Management
 - B. Adopt resolution titled Oneida Code of Laws Reorganization**
Sponsor: Brandon Stevens, Councilman
 - C. Adopt resolution titled Public Use of Tribal Land Law Permanent Amendments**
Sponsor: Brandon Stevens, Councilman
- VII. APPOINTMENTS (No Requested Action)**

VIII. STANDING COMMITTEES**A. Legislative Operating Committee**

Sponsor: Councilman Brandon Stevens, Chair

1. **Accept December 16, 2015, Legislative Operating Committee meeting minutes**
2. **Approve Audit Committee Bylaws**

B. Finance Committee

Sponsor: Tribal Treasurer Trish King, Chair

1. **Approve January 4, 2016, Finance Committee meeting minutes**

C. Community Development Planning Committee (No Requested Action)**D. Quality of Life Committee**

Sponsor: Councilwoman Fawn Billie, Chair

1. **Approve request to change official meeting time of Quality Life Committee from 8:00 a.m.- 10:00 a.m. to 8:30 a.m. - 10:30 a.m.**

IX. GENERAL TRIBAL COUNCIL**A. Petitioner John E. Powless Jr.: Per Capita Payments**

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM DECEMBER 23, 2015: Motion by Lisa Summers to defer the legal and financial analyses to the January 27, 2016, regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.

EXCERPT FROM SEPTEMBER 9, 2015: Motion by Jennifer Webster to provide an additional 60 days for the legal analysis of Petitioner John E. Powless: Per capita payments, seconded by Lisa Summers. Motion carried unanimously.

EXCERPT FROM AUGUST 17, 2015: 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.

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 JUNE 24, 2015: 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 sixty (60) days, and that a progress report be submitted in forty-five (45) days; and to direct the Direct Report Offices to submit the appropriate administrative analyses to the Tribal Secretary's office within thirty (30) days, seconded by Tehassi Hill. Motion carried unanimously.

B. Petitioner Nancy Barton: To open an Emergency Food Pantry

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM DECEMBER 23, 2015: Motion by Jennifer Webster to accept the progress report as information and to defer the legal and financial analyses to the February 24, 2016, regular Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.

EXCERPT FROM OCTOBER 28, 2015: Motion by David Jordan to accept the verified petition submitted by Nancy Barton: To open an Emergency Food Pantry; 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 sixty (60) days, and that a progress report be submitted in forty-five (45) days; and to direct the Direct Report Offices to submit the appropriate administrative analyses to the Tribal Secretary's Office within thirty (30) days, seconded by Fawn Billie. Motion carried unanimously.

X. UNFINISHED BUSINESS**A. Approve request to make Oneida Vendor List available to any enrolled Tribal member upon request and that it include name of entity and individual(s) who own and operate it**

Sponsor: Tina Danforth, Tribal Chairwoman

EXCERPT FROM NOVEMBER 25, 2015: Motion by Lisa Summers to defer the request the Law Office for a legal opinion to be brought back in thirty (30) days, seconded by Jennifer Webster. Motion carried unanimously.

B. Accept update regarding Tribal ID cards for Age Restricted Products

Sponsor: Michele Doxtator, Area Manager/Retail Profits

EXCERPT FROM DECEMBER 23, 2015: Motion by Lisa Summers to defer this item to the January 13, 2016, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.

XI. TABLED BUSINESS (No Requested Action)**XII. NEW BUSINESS****A. Approve limited waiver of sovereign immunity – Green Bay Metropolitan Sewerage District-Silver Creek Cost-Share Agreement – Contract # 2015-1190**

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

B. Approve request of support for Business Committee or Trust/Enrollment Committee to sign onto amici brief for Native case, Blackhorse et al v. Pro Football, Inc.

Sponsor: Brandon Stevens, Councilman

C. Retro-approve correspondence in opposition to WI Assembly Bill 620

Sponsor: Tina Danforth, Tribal Chairwoman

D. Approve compliance updates regarding BC 401(k) Plan and the Public Safety Pension Plan along with their accompanying resolutions

Sponsor: Larry Barton, Chief Financial Officer

E. Approve request for procedural exception to the Time and Attendance Policy/SOP for creation of an Employee Exercise Pilot Program

Sponsor: Fawn Billie, Councilwoman

- F. **Approve Joint Marketing Charter**
Sponsor: Trish King, Tribal Treasurer
- G. **Approve request to co-host April 2016 U.S. Dept. of Health and Humans Services consultation**
Sponsor: Lisa Summers, Tribal Secretary
- H. **Review GTC directive to consider budget modification of \$125,000 from the CEO position line to the Elder Home Repair line in FY 2016 budget**
Sponsor: Tina Danforth, Tribal Chairwoman

XIII. TRAVEL

- A. **Travel Reports** *(No Requested Action)*
- B. **Travel Requests**
 - 1. **Approve travel request – Chairwoman Tina Danforth – 2016 National Indian Gaming Association (NIGA) Legislative Summit – Washington D.C. – January 18-21, 2016**

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

A. Operational Reports

- 1. **Accept Emergency Management FY '15 4th quarter report**
Sponsor: Kaylynn Gresham, Director/Emergency Management

EXCERPT FROM DECEMBER 23, 2015: Motion by Lisa Summers to adopt the agenda with the noted change [defer section XIV. Reports to the January 13, 2016, regular Business Committee meeting], seconded by Jennifer Webster. Motion carried unanimously.
EXCERPT FROM DECEMBER 9, 2015: Motion by Lisa Summers to defer the Emergency Management FY '15 4th quarter report to the December 23, 2015, regular Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.
- 2. **Accept Ombudsman FY '15 4th quarter report**
Sponsor: Dianne McLester-Heim, Ombudsman

EXCERPT FROM DECEMBER 23, 2015: Motion by Lisa Summers to adopt the agenda with the noted change [defer section XIV. Reports to the January 13, 2016, regular Business Committee meeting], seconded by Jennifer Webster. Motion carried unanimously.
- 3. **Accept Development Division FY '16 1st quarter report**
Sponsor: Troy Parr, Assistant Division Director/Development; Bruce Danforth, Asst. Division Director/Development Operations; Scott Cottrell, Utilities Manager
- 4. **Accept Environmental, Health, & Safety Division FY '16 1st quarter report**
Sponsor: Patrick Pelky, Division Director/Environmental Health & Safety
- 5. **Accept Division of Land Management FY '16 1st quarter report**
Sponsor: Patrick Pelky, Division Director/Land Management

B. Corporate Reports *(No Requested Action)*

C. Boards, Committees, and Commissions

1. **Accept Land Claims Commission FY '15 4th quarter report** – Amelia Cornelius, Chair
Liaison: Brandon Stevens, Councilman

EXCERPT FROM DECEMBER 23, 2015: Motion by Lisa Summers to adopt the agenda with the noted change [defer section XIV. Reports to the January 13, 2016, regular Business Committee meeting], seconded by Jennifer Webster. Motion carried unanimously.

EXCERPT FROM DECEMBER 9, 2015: Motion by Lisa Summers to defer the Land Claims Commission FY '15 4th quarter report to the December 23, 2015, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

EXCERPT FROM NOVEMBER 25, 2015: Motion by Lisa Summers to defer the Land Claims Commission FY '15 4th quarter report to the December 9, 2015, regular Business Committee meeting and to have the Liaison follow-up with them to request somebody to be present, seconded by Brandon Stevens. Motion carried unanimously.

2. **Defer Oneida Arts Board FY '16 1st quarter report to the January 27, 2016, regular Business Committee meeting** – Nic Reynolds, Chair
Liaison: Jennifer Webster, Councilwoman
3. **Accept Anna John Residential Centered Care Community Board FY '16 1st quarter report** – Kimberly Schultz, Chair **(No Report Submitted)**
Liaison Alternate: Tina Danforth, Tribal Chairwoman

XV. EXECUTIVE SESSION**A. Reports**

1. **Accept Oneida Retail Enterprise FY '15 4th quarter report** – Michele Doxtator, Area Manager/Retail Profits

EXCERPT FROM DECEMBER 23, 2015: Motion by Fawn Billie to defer the Oneida Retail Enterprise FY '15 4th quarter report to the January 13, 2016, regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously.

2. **Accept Chief Counsel report** – Jo Anne House, Chief Counsel

B. Standing Items

1. **Land Claims Strategy (No Requested Action)**
2. **Oneida Golf Enterprise – Ladies Professional Golf Association**
Liaison: Trish King, Tribal Treasurer

EXCERPT FROM DECEMBER 23, 2015: Motion by Jennifer Webster to defer this item to the January 13, 2016, regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously.

C. Audit Committee (No Requested Action)

D. Unfinished Business**1. Reevaluate option to fill Organizational Development Specialist position**

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM SEPTEMBER 23, 2015: Motion by David Jordan to approve Option 2A contained within the memorandum and to re-evaluate the option in ninety (90) days, seconded by Trish King. Motion carried unanimously.

2. Accept Hospice Advantage Recommendation (*This item is scheduled at 1:45 p.m. on January 11, 2016*)

Sponsor: Jennifer Webster, Councilwoman

EXCERPT FROM DECEMBER 23, 2015: Motion by Jennifer Webster to defer this item to the January 13, 2016, regular Business Committee meeting, seconded by Fawn Billie. Motion carried with one abstention.

EXCERPT FROM OCTOBER 28, 2015: Motion by Lisa Summers to accept the update and to request the additional information be brought back to the Business Committee in thirty (30) days, seconded by David Jordan. Motion carried unanimously.

EXCERPT FROM OCTOBER 14, 2015: Motion by Lisa Summers to defer this item to Vice-Chairwoman Melinda J. Danforth and Councilwoman Jennifer Webster, as the Liaisons, for follow-up and to bring back recommendations to the October 28, 2015, regular Business Committee, seconded by Trish King. Motion carried unanimously.

3. Defer response for Complaint # 2015-DR13-02 to the January 27, 2016, regular BC meeting

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM DECEMBER 23, 2015: Motion by Lisa Summers to defer the draft response regarding Complaint # 2015-DR13-02 to the January 13, 2016, regular Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.

EXCERPT FROM DECEMBER 9, 2015: Motion by Lisa Summers to accept Complaint # 2015-DR13-02 as information and to defer item to the Tribal Secretary's Office to bring back a draft response for the December 23, 2015, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

E. New Business**1. Approve Chief Executive Officer Job Description, Request to Post form, and Recruitment Letter to be sent out nationwide to all heads-of-households on January 18, 2016**

Sponsor: Lisa Summers, Tribal Secretary

XVI. ADJOURN

Posted on the Tribe's official website, www.oneida-nsn.gov, at 12:00 p.m., on Friday, January 8, 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

1. Meeting Date Requested: 1 / 5 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Administer Oath of Office to Barbara Erickson to the Oneida Gaming Commission.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: 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 October 1, 2015 issue of the Kalihwisaks for (1) vacancy on the Oneida Gaming Commission to finish the term until August 22, 2017 with the deadline of November 6, 2015. There were (7) applicants for the (1) vacancy on the Oneida Gaming Commission. The appointment was made on the December 23, 2015 BC Agenda.

- 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: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Approve December 18, 2015, special meeting minutes

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="December 18, 2015, special meeting minutes"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

DRAFT



Oneida Business Committee

Special Meeting
1:30 p.m. Friday, December 18, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes – DRAFT

SPECIAL MEETING

Present: Chairwoman Tina Danforth, Treasurer Trish King, Council members: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster;

Not Present: Vice-Chairwoman Melinda J. Danforth, Secretary Lisa Summers;

Arrived at: ;

Others present: Jo Anne House, Larry Barton, RaLinda Ninham-Lamberies, Ryan Hirsch, Louise Cornelius, Cory Topp, Keith Stoneburner, Lee Thomas, Jennifer Anderson, Chad Fuss, Matt Denny, Loucinda Conway, Misty Jordan, Tammy Vanschyndel;

I. CALL TO ORDER AND ROLL CALL by Chairwoman Tina Danforth at 1:30 p.m.

For the record: Vice-Chairwoman Melinda J. Danforth is on maternity leave until February. Secretary Lisa Summers is on vacation.

II. OPENING by Councilman Tehassi Hill

III. ADOPT THE AGENDA

Motion by Fawn Billie to adopt the agenda, seconded by Tehassi Hill. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, Lisa Summers

IV. EXECUTIVE SESSION

Motion by Trish King to go into executive session at 1:38 p.m., seconded by Tehassi Hill. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, Lisa Summers

DRAFT

Motion by Trish King to come out of executive session at 2:44 p.m., seconded by Fawn Billie. Motion carried unanimously:

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

A. Audit Committee

Sponsor: Tehassi Hill, Councilman

1. Approve Audit Committee’s presentation materials for January 4, 2016, Annual General Tribal Council Meeting

Motion by Brandon Stevens to approve the Audit Committee’s presentation materials for the January 4, 2016, Annual General Tribal Council Meeting, 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

2. Approve 2015 Year-End audited financial statements presented by RSM, US auditors

Motion by Brandon Stevens to approve the 2015 Year-End audited financial statements presented by RSM, US auditors and for the edits to be provided by the end of the year, 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

V. ADJOURN

Motion by Fawn Billie to adjourn at 2:45 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

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

Lisa Summers, Tribal Secretary
ONEIDA BUSINESS COMMITTEE

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Approve December 23 2015, regular meeting minutes

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="December 23, 2015, regular meeting minutes"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

DRAFT**Oneida Business Committee****Executive Session**

9:00 a.m. Tuesday, December 22, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting

1:00 p.m. Wednesday, December 23, 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: Jo Anne House, Larry Barton, Tonya Webster;

REGULAR MEETING

Present: Chairwoman Tina Danforth, Treasurer Trish King, Secretary Lisa Summers, Council members: Fawn Billie, Jennifer Webster;

Not Present: Vice-Chairwoman Melinda J. Danforth, Councilman David Jordan;

Arrived at: Council members: Tehassi Hill and Brandon Stevens at 1:15 p.m.;

Others present: Jo Anne House, Heather Heuer, Bill Graham, Brad Graham, Michele Doxtator, Lisa Liggins, Kathy Metoxen, Larry Barton, Angela Parks, Danelle Wilson, Maureen Perkins, Chris Johnson, Pat Pelky, Doug McIntyre, Lisa Moore, Mike Debraska, Dawn Moon-Kopetsky, Laura Manthe, Gene Schubert, Leyne Orosco, Troy Parr, Rhiannon Metoxen, Cathy Metoxen, RaLinda Ninham-Lamberies, Gerry Cornelius, Cheryl Skolaski, Owen Somers, Loretta Metoxen, Matt Denny, Marlene Garvey;

I. CALL TO ORDER AND ROLL CALL by Chairwoman Tina Danforth at 1:07 p.m.

For the record: Vice-Chairwoman Melinda J. Danforth is on maternity leave until February. Councilman David Jordan is taking personal time.

II. OPENING (00:02:35) by Chairwoman Tina Danforth

A. Presentation of the United States flag flown in Southwest Asia in honor of the Oneida Tribe of Indians of Wisconsin

Sponsor: Jennifer Webster, Councilwoman

DRAFT

III. ADOPT THE AGENDA (00:02:09)

Motion by Lisa Summers to adopt the agenda with the noted change [defer section XIV. Reports to the January 13, 2016, regular Business Committee meeting], seconded by Jennifer Webster. Motion carried unanimously:

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

Councilman Tehassi Hill and Councilman Brandon Stevens arrive at 1:15 p.m.

IV. OATHS OF OFFICE (00:08:20) administered by Secretary Lisa Summers

- A. Oneida Nation Veterans Affairs Committee – Gerald Cornelius**

V. MINUTES (00:10:27)

- A. Approve December 9, 2015, regular meeting minutes**

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to approve the December 9, 2015, regular meeting minutes, seconded by Lisa Summers. Motion carried unanimously:

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

VI. RESOLUTIONS (00:10:54)

- A. Adopt resolution titled CY 2016 County Tribal Law Enforcement – Brown County**

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to adopt resolution 12-23-15-A CY 2016 County Tribal Law Enforcement – Brown County, 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

DRAFT**B. Adopt resolution titled CY 2016 County Tribal Law Enforcement – Outagamie County**

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to adopt resolution 12-23-15-B CY 2016 County Tribal Law Enforcement – Outagamie County, seconded by Lisa Summers. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

VII. APPOINTMENTS (2:54:00)**A. Review applications for Oneida Gaming Commission vacancy and determine appropriate appointment**

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to put the appointment to the Oneida Gaming Commission into open session, but not the back-up materials, seconded by Jennifer Webster. Motion carried with two abstentions:

Ayes: Fawn Billie, Trish King, Lisa Summers, Jennifer Webster

Abstained: Tehassi Hill, Brandon Stevens

Not Present: Melinda J. Danforth, David Jordan

Motion by Jennifer Webster to recommend Barbara Erikson to be appointed to the Oneida Gaming Commission, seconded by Lisa Summers. Motion carried with two abstentions:

Ayes: Fawn Billie, Trish King, Lisa Summers, Jennifer Webster

Abstained: Tehassi Hill, Brandon Stevens

Not Present: Melinda J. Danforth, David Jordan

VIII. STANDING COMMITTEES (00:12:40)**A. Legislative Operating Committee**

Sponsor: Councilman Brandon Stevens, Chair

1. Accept December 2, 2015, Legislative Operating Committee meeting minutes

Motion by Brandon Stevens to accept the December 2, 2015, Legislative Operating Committee meeting minutes, 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

DRAFT**2. Accept Legislative Operating Committee FY '15 4th quarter report**

Motion by Brandon Stevens to accept the Legislative Operating Committee FY '15 4th quarter report, seconded by Jennifer Webster. Motion carried unanimously:

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

B. Finance Committee

Sponsor: Tribal Treasurer Trish King, Chair

1. Approve December 14, 2015, Finance Committee meeting minutes

Motion by Trish King to approve the December 14, 2015, Finance Committee meeting minutes, seconded by Jennifer Webster. Motion carried unanimously:

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

2. Accept Finance Committee FY '15 4th quarter report

Motion by Jennifer Webster to accept the Finance Committee FY '15 4th quarter report, seconded by Trish King. Motion carried unanimously:

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

C. Community Development Planning Committee

Sponsor: Councilman Tehassi Hill, Vice-Chair

1. Accept Community Development Planning Committee FY '15 4th quarter report (*No Report Submitted*)

Councilman Tehassi Hill departs 1:44 p.m.

D. Quality of Life Committee

Sponsor: Councilwoman Fawn Billie, Chair

1. Accept November 12, 2015, Quality of Life Committee meeting minutes

Motion by Lisa Summers to accept the November 12, 2015, Quality of Life Committee meeting minutes, seconded by Fawn Billie. Motion carried unanimously:

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

DRAFT**2. Accept Quality of Life Committee FY '15 4th quarter report**

Motion by Jennifer Webster to accept the Quality of Life Committee FY '15 4th quarter report, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Fawn Billie, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Melinda J. Danforth, Tehassi Hill, David Jordan

Councilman Tehassi Hill returns at 1:46 p.m.

IX. GENERAL TRIBAL COUNCIL (00:39:28)**A. 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

EXCERPT FROM DECEMBER 9, 2015: (1) Motion by Lisa Summers to accept the fiscal analyses of the four (4) resolutions, seconded by Brandon Stevens. Motion carried unanimously. (2) Motion by Lisa Summers to defer the legal analyses of the four (4) resolutions to the December 23, 2015, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.

EXCERPT FROM NOVEMBER 25, 2015: Motion by Lisa Summers to defer the fiscal analyses to the December 9, 2015, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried with one abstention.

EXCERPT FROM SEPTEMBER 9, 2015: (1) Motion by Jennifer Webster to accept the update from Chief Counsel regarding legal analyses of resolutions 1-4, seconded by Brandon Stevens. Motion carried unanimously. (2) Amendment to the main motion by Melinda J. Danforth to provide a new due date of November 25, 2015, for the legal and financial analyses of resolutions 1-4, seconded by Lisa Summers. Motion carried unanimously.

EXCERPT FROM AUGUST 26, 2015: Motion by David Jordan to accept the legislative analyses for resolution 1-4, 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.

DRAFT

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 (4) resolutions mentioned in the petition be submitted in thirty (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 sixty (60) days and a that a progress report is submitted in forty-five (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 thirty (30) days, seconded by Trish King. Motion carried unanimously.

Motion by Jennifer Webster to accept the legal update as information, seconded by Lisa Summers. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

B. Petitioner John E. Powless Jr: Per capita payments

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM SEPTEMBER 9, 2015: Motion by Jennifer Webster to provide an additional sixty (60) days for the Law and Finance Offices to submit the appropriate analyses, seconded by Lisa Summers. Motion carried unanimously.

EXCERPT FROM AUGUST 17, 2015: Motion by David Jordan to accept the legislative analysis for the per capita payments submitted by petitioner John E. Powless Jr., seconded by Trish King. 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

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meeting date for the remainder of this agenda, seconded by Brandon Stevens. Motion carried unanimously.

EXCERPT FROM JUNE 24, 2015: 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 sixty (60) days, and that a progress report be submitted in forty-five (45) days; and to direct the Direct Report Offices to submit the appropriate administrative analyses to the Tribal Secretary's office within thirty (30) days, seconded by Tehassi Hill. Motion carried unanimously.

Motion by Lisa Summers to defer the legal and financial analyses to the January 27, 2016, regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously:

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

C. Petitioner Nancy Barton: To open an Emergency Food Pantry

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM OCTOBER 28, 2015: Motion by David Jordan to accept the verified petition submitted by Nancy Barton: To open an Emergency Food Pantry; 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 sixty (60) days, and that a progress report be submitted in forty-five (45) days; and to direct the Direct Report Offices to submit the appropriate administrative analyses to the Tribal Secretary's Office within thirty (30) days, seconded by Fawn Billie. Motion carried unanimously.

Motion by Jennifer Webster to accept the progress report as information and to defer the legal and financial analyses to the February 24, 2016, regular Business Committee meeting, 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

DRAFT**X. UNFINISHED BUSINESS (1:52:14)****A. Approve the finalized Plan of Action related to Rules of Decorum**

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM DECEMBER 9, 2015: Motion by Lisa Summers to request the Internal Security Department provide a Plan of Action related to Rules of Decorum and their enforcement and for the Plan of Action to be presented to the Business Committee on December 22, 2015, for input and feedback, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Lisa Summers to have this item be considered in open session, seconded by Brandon Stevens. 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 3:01 p.m.

Councilman Brandon Stevens departs at 3:05 p.m.

Councilman Tehassi Hill returns at 3:07 p.m.

Councilman Brandon Stevens returns at 3:07 p.m.

Motion by Lisa Summers to accept the Internal Security Department's recommendations provided as information, noting that the Chair will select the Sergeant-at-Arms if approved by General Tribal Council, seconded by Jennifer Webster. Motion carried with one abstention:

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

Abstained: Brandon Stevens

Not Present: Melinda J. Danforth, David Jordan

XI. TABLED BUSINESS (No Requested Action)**XII. NEW BUSINESS (00:51:21)****A. Accept update regarding Tribal ID cards for Age Restricted Products**

Sponsor: Michele Doxtator, Area Manager/Retail Profits

Motion by Lisa Summers to defer this item to the January 13, 2016, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

DRAFT**B. Approve request to post one (1) vacancy on the Oneida Personnel Commission and for term to be carried out until March 28, 2017**

Sponsor: Lisa Summers, Tribal Secretary

Motion by Fawn Billie to approve the request to post one (1) vacancy on the Oneida Personnel Commission and for term to be carried out until March 28, 2017, seconded by Brandon Stevens. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

C. Accept recommendations from the Legislative Operating Committee regarding the Cemetery Action Plan

Sponsor: Brandon Stevens, Councilman

Motion by Lisa Summers to accept the Cemetery Action Plan update dated December 3, 2015, and to request the Legislative Operating Committee revisit this item once the study is completed, seconded by Brandon Stevens. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

Treasurer Trish King departs at 2:26 p.m.

Treasurer Trish King returns at 2:31 p.m.

D. Approve request from Environmental Resource Board to lift the moratorium to allow access to Where the Waterbirds Nest

Sponsor: Tehassi Hill, Councilman

Motion by Jennifer Webster to approve the request from the Environmental Resource Board to lift the moratorium to allow access to Where the Waterbirds Nest and to restrict access on Adam Drive only, seconded by Lisa Summers. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

Motion by Lisa Summers to defer this item to the Environmental Resource Board and Environmental Health and Safety Department to bring back a plan on how to buffer the area between the cemetery and the road as information to the Business Committee in thirty (30) days in order to reconsider the request, seconded by Jennifer Webster. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

DRAFT**XIII. TRAVEL (No Requested Action)****A. Travel Reports****B. Travel Requests****XIV. REPORTS****A. Operational Reports**

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

EXCERPT FROM DECEMBER 9, 2015: Motion by Lisa Summers to defer the Emergency Management FY '15 4th quarter report to the December 23, 2015, regular Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.

Item deferred to the January 13, 2016, regular Business Committee at adoption of the agenda.

- 2. Accept Ombudsman FY '15 4th quarter report – Dianne McLester-Heim, Ombudsman**

Item deferred to the January 13, 2016, regular Business Committee at adoption of the agenda.

B. Corporate Reports (No Requested Action)**C. Boards, Committees, and Commissions**

- 1. Accept Land Claims Commission FY '15 4th quarter report – Amelia Cornelius, Chair
Liaison: Brandon Stevens, Councilman**

EXCERPT FROM DECEMBER 9, 2015: Motion by Lisa Summers to defer the Land Claims Commission FY '15 4th quarter report to the December 23, 2015, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

EXCERPT FROM NOVEMBER 25, 2015: Motion by Lisa Summers to defer the Land Claims Commission FY '15 4th quarter report to the December 9, 2015, regular Business Committee meeting and to have the Liaison follow-up with them to request somebody to be present, seconded by Brandon Stevens. Motion carried unanimously.

Item deferred to the January 13, 2016, regular Business Committee at adoption of the agenda.

DRAFT**XV. EXECUTIVE SESSION (1:37:26)****A. Reports****1. Accept Oneida Retail Enterprise FY '15 4th quarter report – Michele Doxtator, Area Manager/Retail Profits**

Motion by Fawn Billie to defer the Oneida Retail Enterprise FY '15 4th quarter report to the January 13, 2016, regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously:

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

2. Accept Chief Counsel report – Jo Anne House, Chief Counsel

Motion by Jennifer Webster to accept the Chief Counsel report and to enter the E-poll results into the record for the approval of authorizing the Oneida Tribe of Indians of Wisconsin to participate in the amicus brief for the Nebraska v. Parker Appeal, seconded by Brandon Stevens. Motion carried unanimously:

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

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

Motion by Lisa Summers to accept the Chief Financial Officer report for December 22, 2015, seconded by Tehassi Hill. Motion carried unanimously:

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

4. Accept Intergovernmental Affairs and Communication report – Nathan King, Director/Intergovernmental Affairs and Communication

Motion by Lisa Summers to accept the Intergovernmental Affairs and Communication report for December 22, 2015, 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

Motion by Lisa Summers to approve the 1915 (c) Tribal Waiver Option White Paper, seconded by Jennifer Webster. Motion carried unanimously:

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

DRAFT**B. Standing Items****1. Land Claims Strategy (*No Requested Action*)****2. Oneida Golf Enterprise – Ladies Professional Golf Association**

Motion by Jennifer Webster to defer this item to the January 13, 2016, regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously:

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

C. Audit Committee

Sponsor: Councilman Tehassi Hill, Chair

1. Accept November 12, 2015, Audit Committee meeting minutes

Motion by Jennifer Webster to accept the November 12, 2015, Audit Committee meeting minutes, seconded by Brandon Stevens. Motion carried unanimously:

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

2. Approve Cage/Vault Compliance audit and lift confidentiality requirement to allow Tribal Members to view the audit

Motion by Lisa Summers to approve the Cage/Vault Compliance audit and to lift confidentiality requirement to allow Tribal Members to view the audit, 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

3. Approve Player Tracking Compliance audit and lift confidentiality requirement to allow Tribal Members to view the audit

Motion by Fawn Billie to approve the Player Tracking Compliance audit and to lift confidentiality requirement to allow Tribal Members to view the audit, seconded by Jennifer Webster. Motion carried unanimously:

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

Secretary Lisa Summers departs at 2:49 p.m.

DRAFT**4. Approve Card Games & Poker Rules of Play audit and lift confidentiality requirement to allow Tribal Members to view the audit**

Motion by Jennifer Webster to approve the Card Games & Poker Rules of Play audit and to lift confidentiality requirement to allow Tribal Members to view the audit, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Melinda J. Danforth, David Jordan, Lisa Summers

5. Approve Craps Rules of Play audit and lift confidentiality requirement to allow Tribal Members to view the audit

Motion by Jennifer Webster to approve the Craps Rules of Play audit and to lift confidentiality requirement to allow Tribal Members to view the audit, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Melinda J. Danforth, David Jordan, Lisa Summers

6. Approve Blackjack Rules of Play audit and lift confidentiality requirement to allow Tribal Members to view the audit

Motion by Jennifer Webster to approve the Blackjack Rules of Play audit and to lift confidentiality requirement to allow Tribal Members to view the audit, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Melinda J. Danforth, David Jordan, Lisa Summers

7. Approve Ultimate Texas Hold'em Rules of Play audit and lift confidentiality requirement to allow Tribal Members to view the audit

Motion by Fawn Billie to approve the Ultimate Texas Hold'em Rules of Play audit and to lift confidentiality requirement to allow Tribal Members to view the audit, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Melinda J. Danforth, David Jordan, Lisa Summers

DRAFT**8. Approve Drop & Count Compliance audit and lift confidentiality requirement to allow Tribal Members to view the audit**

Motion by Jennifer Webster to approve the Drop & Count Compliance audit and to lift confidentiality requirement to allow Tribal Members to view the audit, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Melinda J. Danforth, David Jordan, Lisa Summers

9. Approve Bingo Compliance audit and lift confidentiality requirement to allow Tribal Members to view the audit

Motion by Jennifer Webster to approve the Bingo Compliance audit and to lift confidentiality requirement to allow Tribal Members to view the audit, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster

Not Present: Melinda J. Danforth, David Jordan, Lisa Summers

Secretary Lisa Summers returns at 2:52 p.m.

10. Approve Complimentary Items & Services audit and lift confidentiality requirement to allow Tribal Members to view the audit

Motion by Jennifer Webster to approve the Complimentary Items & Services audit and to lift confidentiality requirement to allow Tribal Members to view the audit, seconded by Tehassi Hill. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Jennifer Webster

Abstained: Lisa Summers

Not Present: Melinda J. Danforth, David Jordan

11. Approve Pari-mutuel Wagering audit and lift confidentiality requirement to allow Tribal Members to view the audit

Motion by Lisa Summers to approve the Pari-mutuel Wagering audit and to lift confidentiality requirement to allow Tribal Members to view the audit, seconded by Tehassi Hill. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

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D. Unfinished Business

1. Accept Update regarding Complaint # 2015-DR13-01

Sponsor: Fawn Billie, Councilwoman

EXCERPT FROM NOVEMBER 25, 2015: Motion by David Jordan to approve the extension request for complaint # 2015-DR13-01 to the December 22, 2015, executive session Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously.

EXCERPT FROM SEPTEMBER 23, 2015: (1) Motion by Lisa Summers to take this item from the table, seconded by Fawn Billie. Motion carried unanimously. (2) Motion by David Jordan to assign Councilwoman Jennifer Webster, Councilwoman Fawn Billie, and Councilman Tehassi Hill to investigate complaint # 2015-DR13-01, seconded by Lisa Summers. Motion carried unanimously.

EXCERPT FROM SEPTEMBER 9, 2015: Motion by Lisa Summers to table this item, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Jennifer Webster to accept the recommendations provided by the team and to defer item to Officers for follow-through, seconded by Lisa Summers. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

2. Defer Hospice Advantage Update for twenty-one (21) days

Sponsor: Jennifer Webster, Councilwoman

EXCERPT FROM OCTOBER 28, 2015: Motion by Lisa Summers to accept the update and to request the additional information be brought back to the Business Committee in thirty (30) days, seconded by David Jordan. Motion carried unanimously.

EXCERPT FROM OCTOBER 14, 2015: Motion by Lisa Summers to defer this item to Vice-Chairwoman Melinda J. Danforth and Councilwoman Jennifer Webster, as the Liaisons, for follow-up and to bring back recommendations to the October 28, 2015, regular Business Committee, seconded by Trish King. Motion carried unanimously.

Motion by Jennifer Webster to defer this item to the January 13, 2016, regular Business Committee meeting, seconded by Fawn Billie. Motion carried with one abstention:

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

Abstained: Brandon Stevens

Not Present: Melinda J. Danforth, David Jordan

DRAFT**3. Defer Finance Committee recommendation regarding Native Diversification Network – Procurement Technical Assistance Center (NDN-PTAC) donation request from Minnesota American Indian Chamber of Commerce for sixty (60) days**

Sponsor: David Jordan, Councilman

EXCERPT FROM NOVEMBER 25, 2015: (1) Motion by Lisa Summers to accept the request for support and to defer item to the Finance Committee to review the request; to identify funding source; and to bring back a final recommendation for the December 23, 2015, regular Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously. (2) Motion by Lisa Summers to defer this item to a four (4) member Business Committee team to work with the presenters on other opportunities NDN-PTAC may be able to provide for the Tribe, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Jennifer Webster to defer this item to the February 24, 2016, regular Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

4. Review update regarding September Treasurer's Report (Preliminary Revised)

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM DECEMBER 9, 2015: Motion by Lisa Summers to accept the recommendations and to defer this item to the December 22, 2015, executive session Business Committee meeting, with a new deadline for material submission of December 15, 2015, seconded by Fawn Billie. Motion carried unanimously.

EXCERPT FROM NOVEMBER 25, 2015: Motion by Lisa Summers to request the Direct Reports submit a written explanation for any positive or negative variance of \$100,000 or more to be due December 2, 2015 for the December 9, 2015, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Lisa Summers to accept the preliminary information and to require the Direct Reports be scheduled with the Business Committee in the month of January to provide additional information on the variances, seconded by Jennifer Webster. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

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Motion by Lisa Summers to request the Tribal Secretary's Office to schedule the appointments appropriately, 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

Councilwoman Jennifer Webster departs at 3:47 p.m.

5. Defer draft response regarding Complaint # 2015-DR13-02 to the January 13, 2016, regular Business Committee meeting

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM DECEMBER 9, 2015: Motion by Lisa Summers to accept complaint # 2015-DR13-02 as information and to defer item to the Tribal Secretary's Office to bring back a draft response for the December 23, 2015, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Motion by Lisa Summers to defer the draft response regarding Complaint # 2015-DR13-02 to the January 13, 2016, regular Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously:

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

6. Accept recommendations for follow-up to Complaint # 2015-CC-13

Sponsor: Trish King, Tribal Treasurer

EXCERPT FROM DECEMBER 9, 2015: Motion by Lisa Summers to accept complaint # 2015-CC-13 and to assign Councilwoman Fawn Billie, Councilman Tehassi Hill, and Treasurer Trish King for follow-up, seconded by David Jordan. Motion carried unanimously.

Motion by Tehassi Hill to accept the recommendations for Complaint # 2015-CC-13 and to request a report be brought back to the January 27, 2016, regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously:

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

Councilwoman Jennifer Webster returns at 3:52 p.m.

DRAFT**7. Review update regarding Complaint # 2015-CC-08**

Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM SEPTEMBER 23, 2015: Motion by Lisa Summers to accept the verbal update as information, seconded by David Jordan. Motion carried unanimously.

EXCERPT FROM SEPTEMBER 9, 2015: David Jordan to accept the request and to assign Secretary Lisa Summers and Councilman David Jordan to conduct follow-up, seconded by Lisa Summers. Motion carried unanimously.

EXCERPT FROM AUGUST 26, 2015: Motion by Lisa Summers to defer concern # 2015-CC-08 to the September 9, 2015, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Motion by Lisa Summers to accept as information and to defer this item to the Legislative Operating Committee for implementation. Motion failed for lack of support.

Motion by Trish King to accept the updates as information and to request the recommendation of the tribal e-mails for the Boards, Committees, and Commissions be included in the amendments to the Comprehensive Policy Governing Boards, Committees, and Commissions to the Legislative Operating Committee, seconded by Lisa Summers. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

E. New Business**1. Review request regarding Powwow Committee Contract**

Sponsor: Fawn Billie, Councilwoman

Motion by Fawn Billie to accept as FYI, seconded by Jennifer Webster. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

2. Approve request to release information regarding Kellogg Grant to Tribal Member

Sponsor: Tina Danforth, Tribal Chairwoman

Motion by Brandon Stevens to defer to the Tribal Secretary's Office for follow-up, seconded by Tehassi Hill. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

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3. Consider payment of Incentive Pay for November 2015

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to accept the request as information and to deny the request, 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

XVI. ADJOURN

Motion by Lisa Summers to adjourn at 4:05 p.m., seconded by Jennifer Webster. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, David Jordan

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

1. Meeting Date Requested: 1 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

BC action is needed to approve a resolution for a fee to trust application

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Lauren N. Hartman, Realty Specialist Coordinator/DOLM
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:

MEMORANDUM

TO: Oneida Business Committee
FROM: Land Division – Lauren Hartman
DATE: December 18, 2015
RE: Approve fee-to-trust application

Purpose: Business Committee action is needed to approve a fee-to-trust application.

Requested action:

1. To approve the fee-to-trust resolution Fee To Trust Application Property Address: N6600, 6900 Blk of HWY "55" and W1800, 2000 Blk Culbertson Rd., Oneida
2. To approve the fee-to-trust warranty deed for Property Address: N6600, 6900 Blk of HWY "55" and W1800, 2000 Blk Culbertson Rd., Oneida

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

Post Office Box 365



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

Phone: (920) 869-2214



Oneida, WI 54155



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

RESOLUTION # __-__-__

Fee to Trust Application for property located at:
N6600, 6900 Blk of HWY "55" and W1800, 2000 Blk Culbertson Rd.

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty Tribe organized under 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 General Tribal Council has delegated the authorities of Article IV, Section I of the Oneida Tribal Constitution to the Oneida Business Committee; and

WHEREAS, the Oneida Tribe has acquired in fee status property located at N6600, 6900 Blk of HWY "55" and W1800, 2000 Blk Culbertson Rd. with the following tax parcel numbers: 17-0-0743-00, 17-0-0746-00, 17-0-0749-00, 17-0-0818-00, 17-0-0817-00, 17-0-0810-00, 17-0-0809-00, 17-0-0822-00, 17-0-0827-00, 17-0-0825-00, 17-0-0824-00, 17-0-0812-00, 17-0-0831-00, 17-0-0832-00, 17-0-0734-00, 17-0-0729-00, 17-0-0730-00, 17-0-0731-00, 17-0-0745-01; and

WHEREAS, the parcel is described as follows:
Legal Description: See Attached.
Tax Parcel Numbers:
17-0-0743-00, 17-0-0746-00, 17-0-0749-00, 17-0-0818-00, 17-0-0817-00,
17-0-0810-00, 17-0-0809-00, 17-0-0822-00, 17-0-0827-00, 17-0-0825-00,
17-0-0824-00, 17-0-0812-00, 17-0-0831-00, 17-0-0832-00, 17-0-0734-00,
17-0-0729-00, 17-0-0730-00, 17-0-0731-00, 17-0-0745-01

WHEREAS, the above described parcel is requested in Trust Status to expand the Oneida Tribal land base and provide existing agricultural land use and will not be used for gaming purposes, and

WHEREAS, the Oneida Business Committee certifies that the local property taxes will be paid up to trust placement,

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee hereby requests that the United States Bureau of Indian Affairs initiate and carry out the process required to place the above parcels in trust for the Oneida Tribe of Indians of Wisconsin

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. ___ members were present at a meeting duly called, noticed and held on the ___ day of __, 20___; that the foregoing resolution was duly adopted at such meeting by a vote of ___ members for; ___ members against, and ___ members not voting; and that said resolution has not been rescinded or amended in any way.

Lisa Summers, Tribal Secretary
Oneida Business Committee

Legal Description for property located at N6600, 6900 Blk of HWY "55" and W1800, 2000 Blk Culbertson Rd.

A parcel of land being all of Government Lot 12, part of Government Lot "A" and part of the Southwest ¼ of the Southwest ¼, all in Section 2, Township 23 North, Range 18 East of the Fourth Principal Meridian, Town of Oneida, Outagamie County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said Section 2; thence N88°34'11"E, 50.01 feet along the South line of the Southwest ¼ of Section 2 to an East right-of-way line of S.T.H. "55" and the point of beginning; thence N00°29'00"W, 1017.15 feet along said East right-of-way line to the South line of lands described in Document No. 1612232; thence N88°27'43"E, 145.19 feet along said South line to the East line of said described lands; thence N00°29'00"W, 300.00 feet along said East line to the North line of the Southwest ¼ of the Southwest ¼ of Section 2; thence N88°27'43"E, 1122.12 feet along said North line to the West line of Government Lot 12 of Section 2; thence N00°39'44"W, 859.45 feet along said West line to the North line of said Government Lot 12; thence N88°24'54"E, 1302.67 feet along said North line to the East line of said Government Lot 12; thence S00°05'28"E, 860.69 feet along said East line to the North line of Government Lot 15 of Section 2; thence S88°27'43"W, 597.37 feet along said North line to the West line of Government Lot 15 as evidenced and occupied; thence S00°07'40"E, 1321.02 feet along said West line to the South line of the Southwest ¼ of Section 2; thence S88°34'11"W, 1955.75 feet along said South line to the point of beginning. Subject to all easements and restrictions of record. Reserving that part presently used for road purposes.

Tax parcel numbers: 17-0-0743-00, 17-0-0746-00, 17-0-0749-00

The above parcel is described at Parcel A in a survey prepared by Carow Land Surveying Company, Inc.

AND

A parcel of land being all of Government Lots 4, 5, and 6, part of Government Lots 7, 10, 11, 12, 13, 23, and 24, and part of the Southwest ¼ of the Northwest ¼, all in Section 11, Township 23 North, Range 18 East of the Fourth Principal Meridian, Town of Oneida, Outagamie County, Wisconsin, bounded and described as follows; Beginning at the North ¼ corner of said Section 11; thence N89°00'59"E, 1139.16 feet along the North line of the Northeast ¼ of Section 11 to the East line of Government Lot 4 as evidenced and occupied; thence S00°10'50"E, 1317.97 feet along said East line as evidenced and occupied to the South line of Government Lot 4; thence S88°54'19"W, 518.52 feet along said South line to the East line of Government Lot 13; thence S00°17'07"E, 1285.94 feet along said East line to the North right-of-way line of Poplar Lane; thence S88°47'40"W, 618.56 feet along said North right-of-way line; thence S88°34'47"W, 395.91 feet along North right-of-way line to the West end of Poplar Lane; thence S00°17'32"E, 33.01 feet along said West end to the North line of Government Lot 21; thence S88°34'47"W, 902.87 feet along said North line to the East line of Government Lot 23; thence S00°35'44"E, 1147.97 feet along said East line and the East line of Government Lot 24 to the South line of Government Lot 24; thence S88°57'17"W, 1252.67 feet along said South line to the East right-of-way line of S.T.H. "55"; thence N00°25'51"W, 1148.28 feet along said East right-of-way line; thence N00°23'58"W, 658.39 feet along said East right-of-way line to the South line of lands described in Volume 517, Page 287; thence N88°34'11"E, 1903.24 feet along said South line to the East line of said described lands; thence N00°23'58"W, 1972.90 feet along said East line to the North line of the Northwest ¼ of Section 11; thence N88°34'11"E, 650.57 feet along said North line to the point of beginning. Subject to all easements and restrictions of record. Reserving that part presently used for road purposes.

Tax parcels numbers: 17-0-0818-00, 17-0-0817-00, 17-0-0810-00, 17-0-0809-00, 17-0-0822-00, 17-0-0827-00, 17-0-0825-00, 17-0-0824-00, 17-0-0812-00, 17-0-0831-00, 17-0-0832-00

The above parcel is described as Parcel B in the survey prepared by Carow Land Surveying Company, Inc.

AND

A parcel of land being all of Government Lots 6, 7, and "B" and part of the Southeast ¼ of the Fractional Northeast ¼, all in Section 2, Township 23 North, Range 18 East of the Fourth Principal Meridian, Town of Oneida, Outagamie County, Wisconsin, bounded and described as follows: Beginning at the East ¼ corner of said Section 2; thence S88°59'25"W, 1308.35 feet along the South line of the Southeast ¼ of the Fractional Northeast ¼ of Section 2; thence S88°19'42"W,

1308.35 feet along the South lines of Government Lots 7, 6, and "B" to the West line of Government Lot "B"; thence N00°08'13"W, 1320.91 feet along said West line to the North line of Government Lot "B"; thence N88°24'27"E, 1311.63 feet along said North line and the North line of Government Lots 6 and 7; thence N88°24'43"E, 981.93 feet along the North line of the Southeast ¼ of the Fractional Northeast ¼ of Section 2 to the West line of lands described in Document No. 1492360; thence S00°08'57"W, 264.00 feet along said West line to the South line of said described lands; thence N88°24'43"E, 330.00 feet along said South line to the East line of the Fractional Northeast ¼ of Section 2; thence S00°08'57"W, 1068.50 feet along said East line to the point of beginning. Subject to all easements and restrictions of record. Reserving that part presently used for road purposes.

Tax parcel numbers: 17-0-0734-00, 17-0-0729-00, 17-0-0730-00, 17-0-0731-00

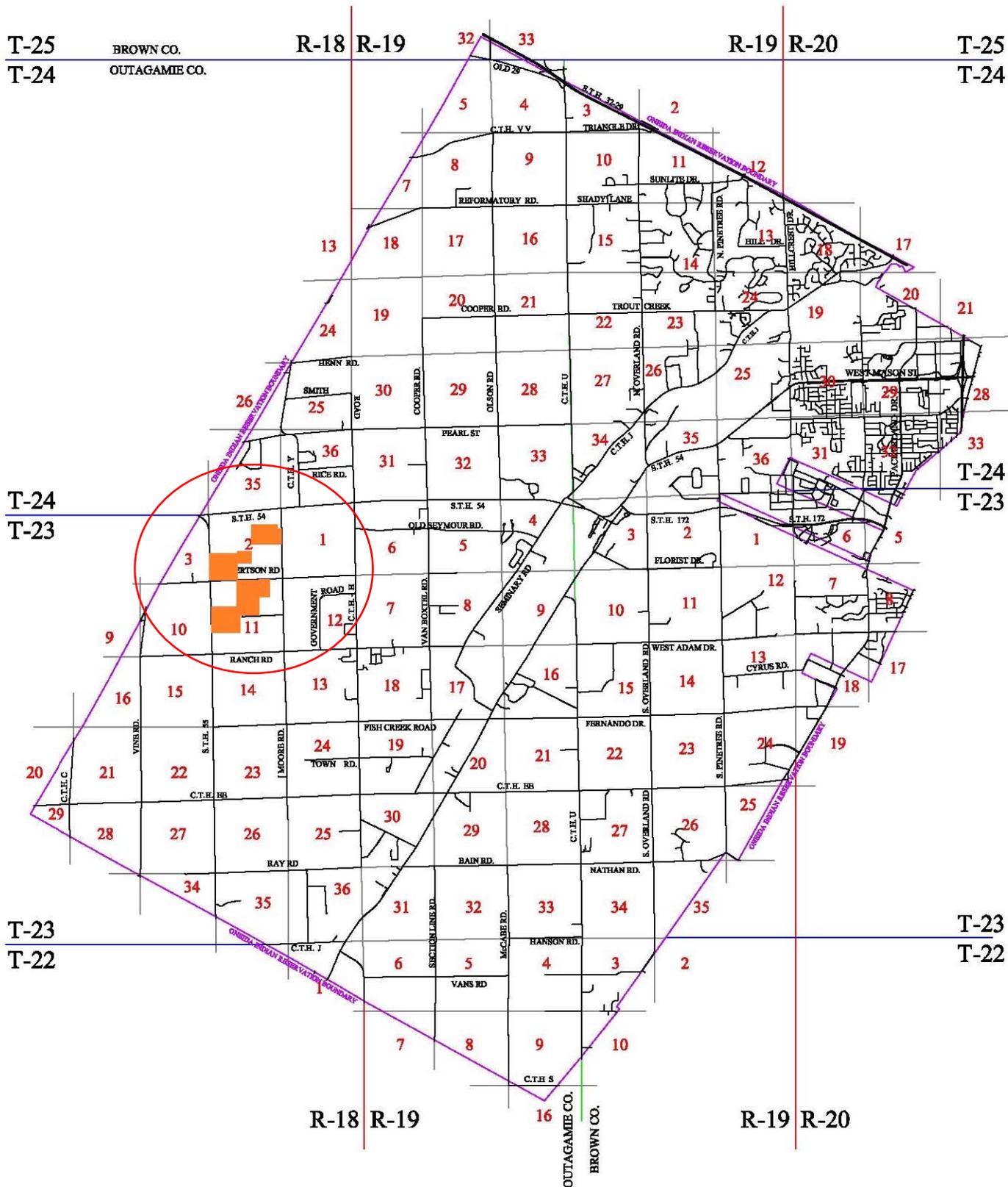
The above parcel is described as Parcel D in a survey prepared by Carow Land Surveying Company, Inc.

AND

Lot 2 of Certified Survey Map No. 5412 filed in the office of Register of Deeds Outagamie County, Wisconsin, on the 7th day of August, 2006, at 10:26 a.m. in Volume 31 of Certified Survey Maps on Page 5412 as Document No. 1720684, being all of Government Lot 13 and part of Government Lot 14, all in Section 2, Township 23 North, Range 18 East of the Fourth Principal Meridian, Town of Oneida, Outagamie County, Wisconsin.

Tax parcel number: 17-0-0745-01

Oneida Reservation Section Map

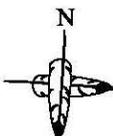


GEOGRAPHIC LAND INFORMATION SYSTEMS

703 Packerland Dr.
Green Bay, Wisconsin
(920) 496-2007

" Internal Use Only "

DATE: 6/21/06 FILE: I:\Section Map.PDF



Source: Photography May 10, 2001
 Coordinate System: Wisconsin State Plane, Central Zone
 Lambert Projection, U.S. Foot
 Horizontal Datum: NAD83
 Vertical Datum: NAVD88

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Please review the Oneida Code Reorganization memo, adopting resolution and statement of effect and consider adopting.

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: Submitted by: 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 *BS*
Date: January 13, 2016
Re: Oneida Code of Laws Reorganization

As the Oneida Tribe continues to amend and develop new legislation through the Legislative Operating Committee it has become clear that the current organization of our code of laws is not sustainable moving forward. For example, under our current organization, we have the capacity to develop a maximum of 2 more environmental related laws, 3-4 more vehicle related laws, 0 additional property related laws, 3-4 more familial related laws, a maximum of 3 more business related laws.

Based on an LOC work meeting held on December 28, 2015, the LOC proposes a reorganization of the Tribe's legislative code. The reorganization will contain formatting revisions only and will not amend the content of any existing legislation and therefore is not subject to the requirements of the Legislative Procedures Act. However, because certain sections of the current code have been reserved by Oneida Business Committee resolution, for example Resolution BC-05-11-11-B which reserves the 400-499 for education related legislation, a Business Committee resolution is required to proceed with the reorganization.

Moving forward, we propose organizing our laws into general categories called Titles that group related laws. Each Title will contain individual laws related to similar subject matter; the individual laws will be called Chapters. Laws will continue to be organized in Sections accordance with Section 16.11-2 of the Legislative Procedures Act.

For example, under the new organizational system the Property section of our current code would be reorganized as follows:

Title X: Property
 Chapter 100: Real Property
 Chapter 101: Building Code of the Oneida Reservation
 Chapter 102: Condominium Ordinance
 Chapter 103: Zoning and Shoreland Protection Ordinance
 Chapter 104: Leasing

As an example, the first Section of the Real Property Law titled "Purpose and Policy" would be cited as X O.C. 100 §100-1. The "X" represents the Title number; "O.C." stands for Oneida Code; the "100" represents the Chapter number; and the "§100-1" represents the Section number.

This reorganization requires a review of all existing laws for the purpose of updating all references to current laws' sections, which will be renumbered based on the new organizational system. The attached

resolution directs the LOC to begin reorganizing the code of laws and to bring the Titles forward one at a time as they are ready to be adopted by the Oneida Business Committee. Because not all of the Titles will be ready at the same time, the resolution also requires each Title to be brought forward with a conversion table to be used as a tool when referencing laws that have not yet been reorganized. The conversion table will list all sections contained in the law as previously organized and the renumbering of each section as reorganized under this new system.

Again, this reorganization of the Oneida Code of Laws will contain formatting revisions only and will not amend the content of any existing legislation. In addition to allowing for the continued and organized development of new Tribal laws, the new system will also be more user friendly as our laws will now be grouped based on subject matter. The main page of the register will contain a table of contents that shows all Title and Chapters within the code so that direct links to each law remain on the main page of the register.

Request Action: Approve the attached BC Resolution which authorizes and directs the LOC to reorganized the Tribe's Code of Laws as described in this memo.

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 possible.

BC Resolution # _ - - - Oneida Code of Laws Reorganization

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 current organization of the Oneida Code of Laws is not sustainable moving forward because there are not adequate chapters reserved to continue developing laws in certain topic groups such as environmental related laws, familial related laws, property related laws and business related laws; and

WHEREAS, moving forward the Legislative Operating Committee (LOC) shall begin a reorganization of the Oneida Code of Laws; and

WHEREAS, under the new organization structure laws will be organized into general categories called Titles that group laws with similar subject matter, the individual laws will be called Chapters and individual laws will continue to be organized into Sections in accordance with Section 16.11-2 of the Legislative Procedures Act; and

WHEREAS, the LOC, via the Legislative Reference Office (LRO), shall conduct a review of all existing laws for the purpose of updating all references to current laws' sections, which will be renumbered based on the new organizational structure; and

WHEREAS, as each Title is prepared, the LOC shall bring them one-by-one to the Oneida Business Committee for approval and adoption; and

WHEREAS, because not all of the Titles will be adopted at the same time, each Title must be brought forward with a conversion table, which will list all sections contained in the law as it was previously organized and the renumbering of each section as reorganized under the new structure, to be used as a tool when referencing laws that have not yet been reorganized; and

WHEREAS, as the new Titles are adopted, the LOC, via the LRO, shall include them on the Oneida Register in the format of a table of contents that shows all Titles and Chapters within the code with links to each law remaining on the main page of the Oneida Register; and

WHEREAS, this reorganization will contain formatting revisions only and will not amend the content of any existing legislation and accordingly is not subject to the requirements of the Legislative Procedures Act; and

WHEREAS, this Resolution repeals any portions of prior resolutions that conflict with this reorganizational structure; and

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee hereby directs the LOC to begin a reorganization of the Oneida Code of Laws in accordance with this Resolution.

**Oneida Tribe of Indians of Wisconsin
Legislative Reference Office**

Krystal L. John, Staff Attorney
Douglass A. McIntyre, Staff Attorney
Taniquelle J. Thurner, Legislative Analyst
Maureen Perkins, LTE Legislative Analyst



P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214

<https://oneida-nsn.gov/Laws>

Statement of Effect

Resolution: Oneida Code of Laws Reorganization

Summary

This Resolution directs the Legislative Operating Committee (LOC) to begin a reorganization of the Oneida Code of Laws because there are not adequate chapters reserved to continue developing laws in certain topic groups. The new reorganizational structure will organize the laws into general categories called Titles that group laws with similar subject matter, the individual laws will be called Chapters and individual laws will continue to be organized into Sections in accordance with Section 16.11-2 of the Legislative Procedures Act.

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

Analysis from Legislative Reference Office

This Resolution will require each of the Tribe's laws to be re-numbered according to the new organizational structure. Under the new organization structure, laws will be organized into general categories called Titles that group laws with similar subject matter, the individual laws will be called Chapters and individual laws will continue to be organized into Sections in accordance with Section 16.11-2 of the Legislative Procedures Act (LPA).

Because many laws reference specific sections of laws, the Resolution directs the LOC, via the Legislative Reference Office (LRO), to conduct a review of all existing laws for the purpose of updating all references to current laws' sections, which will be renumbered based on the new organizational structure.

Until all of the laws are reorganized, the references in laws to specific sections of the law may not be accurate, however the resolution requires that each Title must be brought forward with a conversion table, which will list all sections contained in the law as it was previously organized and the renumbering of each section as reorganized under the new structure, to be used as a tool when referencing laws that have not yet been reorganized.

As the new Titles are adopted, the LOC, via the LRO, shall include them on the Oneida Register in the format of a table of contents that shows all Titles and Chapters within the code with links to each law remaining on the main page of the Oneida Register. This aligns with the LOC responsibilities for maintaining the Oneida Register as required by the LPA.

This reorganization will contain formatting revisions only and will not amend the content of any existing legislation and accordingly the format changes to the laws are not subject to the requirements of the Legislative Procedures Act.

Finally, the Resolution repeals any portions of prior resolutions that conflict with this reorganizational structure, so previous Business Committee resolution that set aside certain chapter of the code to be reserved for the development of a grouping of law will no longer be in effect.

Conclusion

Adoption of this Resolution would not conflict with Tribal law.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Please review the Public Use of Tribal Land permanent amendments adoption packet and consider adopting the permanent amendments.

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: Laura Manthe/Environmental Resource Board
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Submitted by: Krystal John, Staff Attorney/Legislative Reference Office
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin

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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 *BS*
Date: January 13, 2016
Re: Public Use of Tribal Lands Law Permanent Amendments

Please find the following attached backup documentation for your consideration of the Public Use of Tribal Land Emergency Amendments:

1. Resolution: Public Use of Tribal Land Permanent Amendments
2. Statement of Effect: Public Use of Tribal Land Permanent Amendments
3. Public Use of Tribal Land Permanent Amendments (redline with analysis)
4. Public Use of Tribal Land Permanent Amendments (clean)
5. Public Use of Tribal Land Fiscal Impact Statement

Overview

This Resolution adopts permanent amendments to the Public Use Tribal Land Law (Law), which was adopted through resolution BC-05-15-14-D and thereafter amended through resolution BC-12-10-14-A. This Law enables the Tribe to fine individuals who improperly access, use and/or trespass on Tribal lands. ERB has created a Land Access Map which has designated Tribal lands as Limited Access, Oneida Community Access, Oneida Tribal Member Access and Open Access. While the Law currently gives ERB the authority to restrict access based on the land's designation, it does not grant ERB the authority to regulate the use of such land, regardless of designation, and thereby prevents enforcement of rules intended to regulate the use of public spaces, an example of which is Oneida Lake.

Emergency amendments to this Law were passed on July 8, 2015 which specifically allowed ERB to prescribe permissible and/or prohibited uses for tribal land that it designates as Oneida Community Access, Oneida Tribal Member Access or Open Access, provided that such uses do not contradict the Zoning and Shoreland Protection Ordinance. The emergency amendments also required ERB to report the prescribed permissible and/or prohibited uses to the Oneida Business Committee and to post the uses on the affected tribal lands. These amendments expire January 8, 2015.

The permanent amendments include those amendments previously addressed in the emergency amendments. They also require ERB to accept written comments as part of its public meeting process and update the citation hearing process so that ERB uses the same process for all hearings it holds.

ERB's revised citation schedule which included citations based on Section 38.4-1(g) authorizing ERB to prescribe permissible or prohibited uses for tribal land that it designates as Oneida Community Access, Oneida Tribal Member Access or Open Access was adopted by BC Resolution 07-08-15-B.

In accordance with the Legislative Procedures Act, a public meeting was held regarding these amendments on October 29, 2015 and the comments received during that process were considered by the LOC at a work meeting held on November 23, 2015.

Upon adoption of these permanent amendments, ERB will retain the authority granted by the Emergency Amendments to prescribe permissible and prohibited uses. In addition, the revisions to the hearing process allow ERB to use a single process for all of its hearings and the revisions to the public meeting requirements align ERB's process with the Legislative Procedures Act by requiring ERB to accept written comments.

Requested Action

Approve the Resolution: Public Use of Tribal Land Law Permanent 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 possible.

BC Resolution # _ - _ - _ Public Use of Tribal Land Law Permanent 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,** the Oneida Business Committee adopted the Public Use of Tribal Land Law (Law) through resolution BC-05-15-14-D and amended it through resolution BC-12-10-14-A; and
- WHEREAS,** the Land Access Map, required under the Law, has been adopted by the Environmental Resource Board and designates the Tribe's land as Limited Access, Oneida Community Access, Oneida Tribal Member Access, and Open; and
- WHEREAS,** the land designations prohibit certain individuals from accessing Tribal land if the land is designated as Limited Access, Oneida Community Access, or Oneida Tribal Member Access; and
- WHEREAS,** the Law does not specify any permissible and/or prohibited uses for these lands and does not designate any entity the authority to implement permissible and/or prohibited uses on these lands; and
- WHEREAS,** in order to preserve the lands for the use and enjoyment of all authorized individuals, emergency amendments were passed by Resolution BC-07-08-15-C which enable the Environmental Resource Board to prescribe permissible and/or prohibited uses for these lands; and
- WHEREAS,** these emergency amendments expire January 8, 2016 pursuant to the Legislative Procedures Act which 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,** permanent amendments to the Public Use of Tribal Land Law are necessary in order to preserve the Environmental Resource Board's ability to prescribe permissible and/or prohibited uses for Tribal land that it designates as Oneida Community Access, Oneida Tribal Member Access or Open Access; provided that such permissible and/or prohibited uses may not contradict with the Zoning and Shoreland Protection Ordinance; and

WHEREAS, the permanent amendments also revise to the citation hearing procedure so that the same hearing procedure is used for all prehearings and hearings conducted by the Environmental Resource Board; and

WHEREAS, a public meeting on the proposed amendments was held on October 29, 2015 in accordance with the Legislative Procedures Act.

NOW THEREFORE BE IT RESOLVED, that the permanent amendments to the Public Use of Tribal Land Law are hereby adopted.

**Oneida Tribe of Indians of Wisconsin
Legislative Reference Office**

Krystal L. John, Staff Attorney
Douglass A. McIntyre, Staff Attorney
Taniquele J. Thurner, Legislative Analyst
Maureen Perkins, LTE, Legislative Analyst



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Statement of Effect

Resolution: Public Use of Tribal Land Permanent Amendments

Summary

This Resolution adopts permanent amendments to the Public Use of Tribal Land Law to allow the Environmental Resource Board (ERB) to prescribe permissible and/or prohibited uses for tribal land that has been designated as Oneida Community Access, Oneida Tribal Member Access or Open Access, provided that such uses do not contradict with the Zoning and Shoreland Protection Ordinance. The emergency amendments also require ERB to report the prescribed permissible and/or prohibited uses to the Oneida Business Committee and to post the uses on the affected tribal lands. Additionally, the permanent amendments require ERB to accept written comments as part of its public meeting process and update the citation hearing process so that ERB uses the same process for all hearings it holds.

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

Analysis from Legislative Reference Office

This Resolution adopts permanent amendments to the Public Use Tribal Land Law (Law), which was adopted through resolution BC-05-15-14-D and thereafter amended through resolution BC-12-10-14-A. This Law enables the Tribe to fine individuals who improperly access, use and/or trespass on Tribal lands. ERB has created a Land Access Map which has designated Tribal lands as Limited Access, Oneida Community Access, Oneida Tribal Member Access and Open Access. While the Law currently gives ERB the authority to restrict access based on the land's designation, it does not grant ERB the authority to regulate the use of such land, regardless of designation, and thereby prevents enforcement of rules intended to regulate the use of public spaces, an example of which is Oneida Lake.

Emergency amendments to this Law were passed on July 8, 2015 which specifically allowed ERB to prescribe permissible and/or prohibited uses for tribal land that it designates as Oneida Community Access, Oneida Tribal Member Access or Open Access, provided that such uses do not contradict the Zoning and Shoreland Protection Ordinance. The emergency amendments also required ERB to report the prescribed permissible and/or prohibited uses to the Oneida Business Committee and to post the uses on the affected tribal lands. These amendments expire January 8, 2015.

The permanent amendments include those amendments previously addressed in the emergency

amendments. They also require ERB to accept written comments as part of its public meeting process and update the citation hearing process so that ERB uses the same process for all hearings it holds.

ERB's revised citation schedule which included citations based on Section 38.4-1(g) authorizing ERB to prescribe permissible or prohibited uses for tribal land that it designates as Oneida Community Access, Oneida Tribal Member Access or Open Access was adopted by BC Resolution 07-08-15-B.

Therefore, upon adoption of these permanent amendments, ERB will have both the authority to prescribe permissible and prohibited uses and the tools required to enforce such prescriptions, provided that notice has been provided to the public by posting such permissible and prohibited uses on the affected tribal lands.

Conclusion

Adoption of this Resolution would not conflict with Tribal law.

CHAPTER 38

PUBLIC USE OF TRIBAL LAND

38.1. Purpose and Policy
38.2. Adoption, Amendment, Repeal
38.3. Definitions
38.4. Environmental Resource Board

38.5. Land Access Map
38.6. Trespass
38.7. Violations and Appeals

<i>Analysis by the Legislative Reference Office</i>	
Title	Public Use of Tribal Land
Requester	ERB
Drafter	Krystal John
Analyst	Candice E. Skenandore
Reason for Request	Give the Environmental Resource Board the authority to determine what actions are allowed or not allowed on designated Tribal properties.
Purpose	The purpose of this Law is to prevent improper access, use and trespass to Tribal lands
Authorized/ Affected Entities	Environmental Resource Board or its designated staff, Conservation Warden, Oneida Police Department, Oneida Environmental Health and Safety Division, the Oneida Division of Land Management, Geographic Land Information Systems and anyone accessing Tribal land.
Due Process	A person receiving a citation can appeal to ERB; if the person is dissatisfied with ERB's decision, he/she can appeal to the Tribe's judicial system <i>[See 38.7-2 & 38.7-3]</i> .
Related Legislation	Zoning and Shoreland Protection Ordinance
Policy Mechanism	A person that violates this Law may be issued a citation, as well as be responsible for hearing costs and penalties <i>[See 38.7-1]</i> .
Enforcement	ERB has the duty and power to carry out this Law and enforce the provisions of this Law <i>[See 38.4-1]</i> .

Overview

According to the Environmental Health and Safety Division and the Environmental Resource Board, people have been camping and/or consuming alcohol at the Oneida Lake. It is because of these actions that the Environmental Resource Board (ERB) requested emergency amendments to the Public Use of Tribal Land Law (Law). The Oneida Business Committee adopted the emergency amendments on July 8, 2015. These amendments are now being considered as permanent amendments. The amendments include the following:

- The definition section has been expanded to include “fine” and “penalty” *[See 38.3-1 (b) & (e)]*.
- ERB or its designated staff has the authority to prescribe permissible and/or prohibited uses, as deemed necessary, for property designated as Oneida Community Access, Oneida Tribal Member Access or Open Access, provided that the permissible and/or prohibited uses do not contradict with the Zoning and Shoreland Protection Ordinance *[See 38.4-1 (g)]*.
- ERB must also notify the Oneida Business Committee of the permissible and/or prohibited uses and must post notice of such uses on the affected Tribal land *[See 38.4-1 (g)]*.
- ERB must accept oral comments at the public hearing and accept written comments which can be submitted up to five business days from the date of the public hearing *[See 38.5-5 (b) (1) (C)]*.
- The citation hearing process within this Law has been amended to coincide with how ERB will hold hearings in other Tribal laws such as the proposed Hunting, Fishing and

Trapping Law and the proposed Domestic Animals Law [See 38.7-2]. Therefore, a hearing is no longer required to take place within five business days after the citation is issued; instead, a prehearing date must be set for the next scheduled monthly prehearing date, which is at least 30 days after the citation is issued [See 38.7-2].

Miscellaneous

A public meeting was held on October 29, 2015. Additional minor language changes have been made to the Law which do not affect the content. For any financial impacts, please refer to the fiscal impact statement.

38.1. Purpose and Policy

38.1-1. *Purpose.* The purpose of this Law is to prevent improper access, use and trespass to Tribal lands.

38.1-2. *Policy.* It is the policy of the Tribe to limit access to Tribal land to protect and preserve the environment and natural resources including forests, wildlife, air and waters, through appropriate uses of the land.

38.2. Adoption, Amendment, Repeal

38.2-1. This Law was adopted by the Oneida Business Committee by resolution BC-05-15-14-C and amended by BC-12-10-14-A.

38.2-2. This Law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the Legislative Procedures Act.

38.2-3. Should a provision of this Law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this Law which are considered to have legal force without the invalid portions.

38.2-4. In the event of a conflict between a provision of this Law and a provision of another law, the provisions of this Law shall control.

38.2-5. This Law is adopted under authority of the Constitution of the Oneida Tribe of Indians of Wisconsin.

38.2-6. This Law shall not be construed to preclude the Tribe from pursuing relief for criminal trespass under applicable law.

38.3. Definitions

38.3-1. This section shall govern the definitions of words and phrases used within this Law. All words not defined herein shall be used in their ordinary and everyday sense.

(a) “Designation” means the term used to describe the type of access granted to certain Tribal lands.

(b) “Fine” means a monetary punishment issued to a person violating this Law and/or the Rules created pursuant to this Law, which is payable to ERB or the Department within the amount of time designated by the Rules.

(c) “Lease” means any lease or agreement, including business site leases, entered into by the Tribe and any person to allow the use of Tribal lands.

(d) “Person” means any individual, group of individuals, corporation, partnership, limited liability company, or any other form of business organization.

(e) “Penalty” means a punishment, other than a Fine, imposed on a person violating this Law and/or the Rules created pursuant to this Law and may include, but is

70 | not limited to, the confiscation of equipment, the imposition of a Wildlife protection
71 | assessment (civil recovery value), and restitution.

72 | (f) “Reservation” means all the lands and waters within the exterior boundaries of the
73 | Reservation of the Oneida Tribe of Indians of Wisconsin, as created pursuant to the 1838
74 | Treaty with the Oneida 7 Stat. 566, and any lands added thereto pursuant to federal law.

75 | (e)–g) _____ “Trespass” means the unauthorized use or entry on Tribal ~~lands~~Lands,
76 | including unauthorized uses under a Tribal law, permit or ~~lease~~Lease.

77 | (f)–h) _____ “Tribal” or “Tribe” means the Oneida Tribe of Indians of Wisconsin.

78 | (g)–i) _____ “Tribal ~~land~~Land” means all Tribal trust lands, and any land or interest in
79 | land held by the Oneida Tribe in fee or in any other form on the Reservation.
80 |

81 | **38.4. Environmental Resource Board**

82 | 38.4-1. The Environmental Resource Board ~~shall have~~has the duty and power to carry out the
83 | intent and purposes of this Law and enforce the provisions of this Law. The Environmental
84 | Resource Board, or ~~its~~-designated staff, shall:

85 | (a) Develop, approve and maintain the Land Access Map.

86 | (b) Hold public hearings on proposed amendments to the Land Access Map.

87 | (c) Hear and decide, as the original hearing body, contested cases that may arise under
88 | this Law.

89 | (d) Impose hearing costs and restitution against the ~~person~~Person for damages caused by
90 | a violation of this Law.

91 | (e) Determine which Tribal ~~land~~Land will be posted and ensure the appropriate signs are
92 | posted.

93 | (f) Implement and interpret the provisions of this Law.

94 | (g) As it deems appropriate, prescribe permissible and/or prohibited uses for Tribal Land
95 | that it designates as Oneida Community Access, Oneida Tribal Member Access or Open
96 | Access, provided that such permissible and/or prohibited uses may not contradict with the
97 | Zoning and Shoreland Protection Ordinance. Upon establishment of permissible and/or
98 | prohibited uses, the Environmental Resource Board shall notify the Oneida Business
99 | Committee of the permissible and/or prohibited uses and shall post notice of such uses on
100 | the affected Tribal Land.

102 | **38.5. Land Access Map**

103 | 38.5-1. *Designation of Tribal Lands.* A Land Access Map ~~shall~~must be created which
104 | designates Tribal ~~land~~Land as one (1) of the following:

105 | (a) Limited Access: Lands designated as “Limited Access” ~~shall~~beare open to all
106 | ~~persons~~Persons who are granted land access permission by the Tribe through a permit or
107 | ~~lease~~Lease for specified purposes. The Environmental Resource Board may choose to
108 | designate a portion of land as Limited Access in order to manage, preserve and protect
109 | that land for environmental, cultural or other significance.

110 | (b) Oneida Community Access: Lands designated as “Oneida Community Access” ~~shall~~
111 | ~~beare~~ open to Tribal members, and their spouses and descendants; members of other
112 | federally recognized Indian tribes, bands or communities; authorized employees of the
113 | Tribe; and ~~persons~~Persons who are accompanied at all times by a Tribal member, the
114 | spouse or descendant of a Tribal member, or an authorized employee of the Tribe.

115 | (1) A Conservation Warden or Oneida Police Officer may require a ~~person~~Person
116 | to ~~demonstrate~~provide proof of eligibility to use Oneida Community Access
117 | lands.

118 | (2) The Environmental Resource Board may choose to designate land as Oneida
119 | Community Access in order to manage, preserve and protect access to locations
120 | that have cultural or environmental significance.

121 | (c) Oneida Tribal Member Access: ~~Land~~Lands designated as “Oneida Tribal Member
122 | Access” ~~shall be~~are open to Tribal members only. The Environmental Resource Board
123 | may designate land as Oneida Tribal Member Access to protect the land for Tribal
124 | member use due to the historical, spiritual, cultural and/or environmental significance of
125 | the land.

126 | (d) Open: Lands designated as “Open Access” ~~shall be~~are generally open to all
127 | ~~persons~~Persons for the land’s designated use and enjoyment. The Environmental
128 | Resource Board may designate land as Open Access where such ~~designation~~Designation
129 | is deemed beneficial to the Tribe and where such ~~designation~~Designation does not pose
130 | significant risk of damage to the policies of the Tribe and/or the land’s cultural or
131 | environmental preservation.

132 | 38.5-2. Notwithstanding the restrictions of 38.5-1, nothing in this Law ~~shall~~may be construed as
133 | preventing the following ~~persons~~Persons from entering Tribal ~~land~~Land, regardless of the land
134 | ~~designation~~Designation:

135 | (a) Employees of the Tribe who are performing their job duties;

136 | (b) Those ~~persons~~Persons who are performing grant or contractual obligations related to
137 | the Tribal ~~land~~Land and on behalf of the Tribe;

138 | (c) Emergency personnel who are providing, or attempting to provide, services; and

139 | (d) Those ~~persons~~Persons who have been granted access to the land by the
140 | Environmental Resource Board.

141 | 38.5-3. *Development of the Land Access Map.* The Environmental Resource Board shall
142 | develop the Land Access Map in coordination with the Oneida Environmental Health and Safety
143 | Division, the Oneida Division of Land Management, Geographic Land Information Systems and
144 | other such designated agencies of the Tribe. The Environmental Resource Board shall adopt the
145 | initial Land Access Map.

146 | 38.5-4. *General Land Designation.* Unless otherwise designated, Tribal Land ~~shall be~~is
147 | designated as Limited Access.

148 | 38.5-5. *Amending the Land Access Map.* The Environmental Resource Board may, from time to
149 | time, in the manner hereafter set forth, amend the Land Access Map, provided that due
150 | consideration ~~shall~~must be made for the intent and purposes of the ~~designation~~Designation.

151 | (a) Amendments may be proposed by any ~~person~~Person by filing an application with the
152 | Environmental Resource Board in such format and accompanied by such information as
153 | required by the Board.

154 | (b) *Public Hearing.* The Environmental Resource Board shall hold a public hearing on
155 | each application to amend the Land Access Map.

156 | (1) The Environmental Resource Board shall set a date for the public hearing and
157 | meet the notice requirements of the public hearing as soon as possible after the
158 | filing of the application is complete.

159 | (A)–Notice. Not less than ten (10) business days and not more than
160 | thirty (30) business days prior to the public hearing, notice, including the
161 | time, place and purpose of the public hearing, ~~shall~~must be:

- 162 (i)–published in the Tribal newspaper; and
 163 (ii)–mailed to all owners of land located within twelve hundred
 164 (1,200) feet of the outer boundaries of the land that is the subject of
 165 the public hearing.
- 166 (B)–Any person Person who cannot attend the public hearing may be
 167 represented by an agent, advocate or attorney at the public hearing.
- 168 ~~(C)~~ (C) In addition to accepting oral comments at the public
 169 meeting, the Environmental Resource Board shall also accept written
 170 comments, which must be submitted within five (5) business days of the
 171 date of the public meeting.
- 172 (D) The Environmental Resource Board shall issue a decision or
 173 recommendation regarding amendments to the Land Access Map within
 174 seven (7) business days after the public hearing is held.
- 175 (2) The Environmental Resource Board together with the Environmental Health
 176 and Safety Division shall, after holding a public hearing and reviewing any
 177 comments received, make written findings of fact and determine whether to
 178 amend the Land Access Map.
- 179 (3) The Environmental Resource Board shall make findings based upon the
 180 evidence presented to it with respect to the following matters:
- 181 (A) Existing uses of the land and buildings within the general area of the
 182 land in question.
- 183 (B) Suitability of the land in question to the uses permitted under the
 184 existing Land Access Map.
- 185 (4) The Environmental Resource Board ~~shall~~ may not amend the Land Access
 186 Map unless it finds that adopting such amendment is in the Tribe’s best interest
 187 and is not solely for the interest of the applicant.
- 188 (c) The Environmental Resource Board may grant or deny any application to amend the
 189 Land Access Map; however, amendments ~~shall~~ must require a two-thirds (2/3) vote of the
 190 Environmental Resource Board if a written protest against any amendment is presented to
 191 the Environmental Resource Board and is signed by:
- 192 (1) the lessees, assignees and owners of at least twenty percent (20%) of the acres
 193 of land included in such amendment; or
 194 (2) the lessees, assignees and owners of at least twenty percent (20%) of the land
 195 immediately adjacent to the land included in such amendment, extending in a
 196 radius of twelve hundred (1,200) feet of the outer boundaries of the land.

198 38.6. Trespass

- 199 38.6-1. A ~~person trespasses~~ Person Trespasses if the person Person enters or otherwise occupies
 200 Tribal ~~land~~ Land and:
- 201 (a) Refuses to leave land to which the person Person has no reasonable claim or right of
 202 possession when requested to do so.
- 203 (b) Enters upon such land after being noticed by the landowner or occupant that
 204 permission for the person Person to enter such land does not exist, or has been expressly
 205 denied or revoked. A person Person has been noticed that permission by the landowner or
 206 occupant for such person Person to enter such land does not exist if he or she has been
 207 notified publicly, by publication of the Land Access Map on the Tribal website and/or in

208 the Tribal newspaper, or if the land is posted. Land is considered to be posted if one (1)
209 of the following requirements is met:

210 (1) A sign at least eleven (11) inches square is placed in at least two (2)
211 conspicuous places for every forty (40) acres of land to be protected. The sign
212 shall provide an appropriate notice and the name of the ~~person~~Person giving the
213 notice, followed by the word “owner” if the ~~person~~Person is the holder of legal
214 title to the land or by the word “occupant” if the ~~person~~Person is a lawful
215 occupant of the land, but not the holder of legal title.

216 (2) Markings at least one (1) foot long and, in a contrasting color, the phrase
217 “private land” and the name of the owner, are made in at least two (2)
218 conspicuous places for every forty (40) acres of land.

219 (c) Does any of the following without proper authorization through a ~~lease~~Lease, permit
220 or as otherwise required under applicable law:¹

221 (1) Destroys land, waters, livestock, poultry, buildings, equipment, or any
222 property without consent or permission.

223 (2) Cuts or destroys any wood, timber, plant, vegetation, or crop standing on the
224 land, or carries away any wood, timber, plant, vegetation or crop on the land.

225 (3) Engages in any act, or attempted act of hunting, trapping or fishing.

226 (4) Digs, takes, or carries away earth, soil, minerals, cultural resources, or any
227 other property.

228 (5) Erects, puts up, fastens, prints, or paints upon another’s property, notices,
229 advertisements, signs or other writing designed to communicate to the general
230 public.

231 (6) Parks or drives any vehicle on the land.

232 (7) Permits or allows livestock or any domesticated animal to enter upon or
233 remain upon the land.

234 (8) Uses or possesses ~~leased~~Leased or ~~subleased~~sub-Leased lands beyond the
235 possessory rights granted by such ~~lease~~Lease or ~~sublease~~sub-Lease.

236 (9) Dumps, deposits, places, throws, burns, emits or leaves rubbish, refuse,
237 debris, substances, or other objects upon a highway, road, air, waters or any land.
238

239 **38.7. Violations and Appeals**

240 38.7-1. *Issuance of a Citation.* Any ~~person~~Person who violates any provision of this Law ~~shall~~
241 ~~be~~is guilty of a civil infraction, and ~~shall~~may be issued a citation, in writing, by a Conservation
242 Warden or Oneida Police Officer. The issuance of a citation or ~~fine~~Fine under any other law
243 relating to the same or any other matter ~~shall~~does not preclude the issuance of a citation under
244 this Law.

245 (a) The Oneida Business Committee, upon recommendation of the Environmental
246 Resource Board, ~~shall~~may adopt a citation schedule.

¹ Current Tribal laws that authorize conduct described in 38.6-1(c): Chapter 12, Protection and Management of Archeological and Historical Resources; Chapter 34, Oneida Tribal Regulation of Domestic Animals Ordinance; Chapter 40, Tribal Environmental Response Law; Chapter 42, Wood Cutting Ordinance; Chapter 44, Recycling and Solid Waste Disposal; Chapter 45, Hunting, Fishing and Trapping Law; Chapter 49: All-Terrain Vehicle Law; Chapter 69, Zoning and Shoreland Protection Law.

247 (b) The citation ~~shall specify the date, time and place of the hearing to contest the~~
248 ~~citation. The hearing shall take place at least five (5) business days after the citation is~~
249 ~~issued.~~

250 ~~(c) The citation shall~~must ~~also~~ state that the Environmental Resource Board may, in
251 addition to the citation and associated Fine, impose hearing costs and ~~restitution~~Penalties
252 against the ~~person~~Person for ~~damages caused by~~ a violation of this Law.

253 38.7-2. *Citation Hearing.* ~~Any person~~ All citations issued ~~a citation under~~ pursuant to this Law
254 ~~may contest the citation by attending a hearing before~~ must include a Prehearing date which must
255 be set for the next scheduled monthly Prehearing date that is at least thirty (30) days after the citation
256 was issued. Persons wishing to contest a citation must appear at the Prehearing, at which time the
257 Environmental Resource Board. ~~The person may appear in person, or be represented by an agent,~~
258 ~~advocate or attorney.~~

259 ~~(a) If the person does not wish to~~ shall accept pleas which either contest or admit
260 committing the act for which the citation, ~~he or she shall pay the citation by the hearing~~
261 ~~date specified on the citation.~~

262 ~~(b) After the hearing, the~~ was issued. The Environmental Resource Board shall:

263 ~~(1) determine whether the person is responsible for the citation,~~ schedule a
264 Hearing as ~~was issued;~~

265 ~~(2) determine whether to impose hearing costs and/or restitution against the~~
266 ~~person for the value~~ expeditiously as possible, provided that it must be scheduled
267 within ninety (90) days of ~~any damage caused by a violation~~ the date of ~~this Law;~~
268 ~~and~~

269 ~~(3) set a new date~~ the Prehearing, for ~~when the citation, hearing costs and/or restitution shall be~~
270 ~~paid, if necessary~~ all persons entering a plea contesting the fact that they committed the act for which
271 a citation was issued. In addition to scheduling requested Hearings, the Environmental Resource
272 Board may also make conditional orders at the Prehearing which are effective until the matter is
273 resolved.

274 ~~(c) Any restitution funds received shall be used to repair the damages caused by a~~
275 ~~violation of this Law.~~ (a) The Environmental Resource Board shall conduct Prehearings and
276 Hearings in accordance with its bylaws and any other applicable regulations, standard
277 operating procedures, Rules, laws or policies governing Tribal administrative hearings.

278 (b) Community Service. Community service may be substituted for Fines at the
279 Environmental Resource Board's discretion, provided that, if so substituted, the Board shall
280 use the rate of one (1) hour per ten dollars (\$10) of the Fine.

281 (c) All Fines and Penalties issued by citations must be paid to the Environmental Resource
282 Board or its designee, the proceeds of which must be contributed to General Fund.

283 (d) The Environmental Resource Board may pursue payment from parties who have failed to
284 makes the required payments through the garnishment process contained in the Garnishment
285 Law and/or by attaching the judgment to a Tribal Member's per capita payment pursuant to
286 the Per Capita Law.

287 (d) Community Service. Community service may be substituted for monetary Fines and
288 Penalty assessments at ERB's discretion, provided that if so substituted, ERB shall use the
289 rate of one (1) hour per ten dollars (\$10) of the Fine or Penalty assessment.

290 (e) Any person wishing to contest ERB's determination related to a contested citation may
291 appeal the applicable determination to the Judiciary's Court of Appeals in accordance with
292 the Rules of Appellate Procedure, provided that the appeal must be filed within thirty (30)
293 days of the date of the Environmental Resource Board's determination.
294

295 38.7-3. *Appeals from the Environmental Resource Board Decision.* Any party of interest may
296 appeal a decision of the Environmental Resource Board to the Tribe’s judicial system.

297
298 *End.*

300 Adopted – BC-05-15-14-C
301 Emergency Amended – BC-07-23-14-C
302 Amended – BC-12-10-14-A
303 Emergency Amended – BC 07-08-15-C

CHAPTER 38

PUBLIC USE OF TRIBAL LAND

38.1. Purpose and Policy
38.2. Adoption, Amendment, Repeal
38.3. Definitions
38.4. Environmental Resource Board

38.5. Land Access Map
38.6. Trespass
38.7. Violations and Appeals

- 1
2 **38.1. Purpose and Policy**
3 38.1-1. *Purpose.* The purpose of this Law is to prevent improper access, use and Trespass to
4 Tribal Lands.
5 38.1-2. *Policy.* It is the policy of the Tribe to limit access to Tribal Lands to protect and
6 preserve the environment and natural resources including forests, wildlife, air and waters,
7 through appropriate uses of the land.
8
9 **38.2. Adoption, Amendment, Repeal**
10 38.2-1. This Law was adopted by the Oneida Business Committee by resolution BC-05-15-14-C
11 and amended by BC-12-10-14-A.
12 38.2-2. This Law may be amended or repealed by the Oneida Business Committee pursuant to
13 the procedures set out in the Legislative Procedures Act.
14 38.2-3. Should a provision of this Law or the application thereof to any Person or circumstances
15 be held as invalid, such invalidity does not affect other provisions of this Law which are
16 considered to have legal force without the invalid portions.
17 38.2-4. In the event of a conflict between a provision of this Law and a provision of another law,
18 the provisions of this Law controls.
19 38.2-5. This Law is adopted under authority of the Constitution of the Oneida Tribe of Indians
20 of Wisconsin.
21 38.2-6. This Law may not be construed to preclude the Tribe from pursuing relief for criminal
22 Trespass under applicable law.
23
24 **38.3. Definitions**
25 38.3-1. This section governs the definitions of words and phrases used within this Law. All
26 words not defined herein are to be used in their ordinary and everyday sense.
27 (a) “Designation” means the term used to describe the type of access granted to certain
28 Tribal Lands.
29 (b) “Fine” means a monetary punishment issued to a person violating this Law and/or the
30 Rules created pursuant to this Law, which is payable to ERB or the Department within
31 the amount of time designated by the Rules.
32 (c) “Lease” means any lease or agreement, including business site leases, entered into by
33 the Tribe and any Person to allow the use of Tribal Lands.
34 (d) “Person” means any individual, group of individuals, corporation, partnership, limited
35 liability company, or any other form of business organization.
36 (e) “Penalty” means a punishment, other than a Fine, imposed on a person violating this
37 Law and/or the Rules created pursuant to this Law and may include, but is not limited to,
38 the confiscation of equipment, the imposition of a Wildlife protection assessment (civil
39 recovery value), and restitution.

40 (f) "Reservation" means all the lands and waters within the exterior boundaries of the
41 Reservation of the Oneida Tribe of Indians of Wisconsin, as created pursuant to the 1838
42 Treaty with the Oneida 7 Stat. 566, and any lands added thereto pursuant to federal law.

43 (g) "Trespass" means the unauthorized use or entry on Tribal Lands, including
44 unauthorized uses under a Tribal law, permit or Lease.

45 (h) "Tribal" or "Tribe" means the Oneida Tribe of Indians of Wisconsin.

46 (i) "Tribal Land" means all Tribal trust lands, and any land or interest in land held by the
47 Oneida Tribe in fee or in any other form on the Reservation.

48 49 **38.4. Environmental Resource Board**

50 38.4-1. The Environmental Resource Board has the duty and power to carry out the intent and
51 purposes of this Law and enforce the provisions of this Law. The Environmental Resource
52 Board, or designated staff, shall:

53 (a) Develop, approve and maintain the Land Access Map.

54 (b) Hold public hearings on proposed amendments to the Land Access Map.

55 (c) Hear and decide, as the original hearing body, contested cases that may arise under
56 this Law.

57 (d) Impose hearing costs and restitution against the Person for damages caused by a
58 violation of this Law.

59 (e) Determine which Tribal Land will be posted and ensure the appropriate signs are
60 posted.

61 (f) Implement and interpret the provisions of this Law.

62 (g) As it deems appropriate, prescribe permissible and/or prohibited uses for Tribal Land
63 that it designates as Oneida Community Access, Oneida Tribal Member Access or Open
64 Access, provided that such permissible and/or prohibited uses may not contradict with the
65 Zoning and Shoreland Protection Ordinance. Upon establishment of permissible and/or
66 prohibited uses, the Environmental Resource Board shall notify the Oneida Business
67 Committee of the permissible and/or prohibited uses and shall post notice of such uses on
68 the affected Tribal Land.

69 70 **38.5. Land Access Map**

71 38.5-1. *Designation of Tribal Lands.* A Land Access Map must be created which designates
72 Tribal Land as one (1) of the following:

73 (a) Limited Access: Lands designated as "Limited Access" are open to all Persons who
74 are granted land access permission by the Tribe through a permit or Lease for specified
75 purposes. The Environmental Resource Board may choose to designate a portion of land
76 as Limited Access in order to manage, preserve and protect that land for environmental,
77 cultural or other significance.

78 (b) Oneida Community Access: Lands designated as "Oneida Community Access" are
79 open to Tribal members, and their spouses and descendants; members of other federally
80 recognized Indian tribes, bands or communities; authorized employees of the Tribe; and
81 Persons who are accompanied at all times by a Tribal member, the spouse or descendant
82 of a Tribal member, or an authorized employee of the Tribe.

83 (1) A Conservation Warden or Oneida Police Officer may require a Person to
84 provide proof of eligibility to use Oneida Community Access lands.

85 (2) The Environmental Resource Board may choose to designate land as Oneida
86 Community Access in order to manage, preserve and protect access to locations
87 that have cultural or environmental significance.

88 (c) Oneida Tribal Member Access: Lands designated as “Oneida Tribal Member Access”
89 are open to Tribal members only. The Environmental Resource Board may designate
90 land as Oneida Tribal Member Access to protect the land for Tribal member use due to
91 the historical, spiritual, cultural and/or environmental significance of the land.

92 (d) Open: Lands designated as “Open Access” are generally open to all Persons for the
93 land’s designated use and enjoyment. The Environmental Resource Board may designate
94 land as Open Access where such Designation is deemed beneficial to the Tribe and where
95 such Designation does not pose significant risk of damage to the policies of the Tribe
96 and/or the land’s cultural or environmental preservation.

97 38.5-2. Notwithstanding the restrictions of 38.5-1, nothing in this Law may be construed as
98 preventing the following Persons from entering Tribal Land, regardless of the land Designation:

- 99 (a) Employees of the Tribe who are performing their job duties;
100 (b) Those Persons who are performing grant or contractual obligations related to the
101 Tribal Land and on behalf of the Tribe;
102 (c) Emergency personnel who are providing, or attempting to provide, services; and
103 (d) Those Persons who have been granted access to the land by the Environmental
104 Resource Board.

105 38.5-3. *Development of the Land Access Map.* The Environmental Resource Board shall
106 develop the Land Access Map in coordination with the Oneida Environmental Health and Safety
107 Division, the Oneida Division of Land Management, Geographic Land Information Systems and
108 other such designated agencies of the Tribe. The Environmental Resource Board shall adopt the
109 initial Land Access Map.

110 38.5-4. *General Land Designation.* Unless otherwise designated, Tribal Land is designated as
111 Limited Access.

112 38.5-5. *Amending the Land Access Map.* The Environmental Resource Board may, from time to
113 time, in the manner hereafter set forth, amend the Land Access Map, provided that due
114 consideration must be made for the intent and purposes of the Designation.

115 (a) Amendments may be proposed by any Person by filing an application with the
116 Environmental Resource Board in such format and accompanied by such information as
117 required by the Board.

118 (b) *Public Hearing.* The Environmental Resource Board shall hold a public hearing on
119 each application to amend the Land Access Map.

120 (1) The Environmental Resource Board shall set a date for the public hearing and
121 meet the notice requirements of the public hearing as soon as possible after the
122 filing of the application is complete.

123 (A) *Notice.* Not less than ten (10) business days and not more than thirty
124 (30) business days prior to the public hearing, notice, including the time,
125 place and purpose of the public hearing, must be:

- 126 (i) published in the Tribal newspaper; and
127 (ii) mailed to all owners of land located within twelve hundred
128 (1,200) feet of the outer boundaries of the land that is the subject of
129 the public hearing.

130 (B) Any Person who cannot attend the public hearing may be represented
131 by an agent, advocate or attorney at the public hearing.

- 132 (C) In addition to accepting oral comments at the public meeting, the
133 Environmental Resource Board shall also accept written comments, which
134 must be submitted within five (5) business days of the date of the public
135 meeting.
- 136 (D) The Environmental Resource Board shall issue a decision or
137 recommendation regarding amendments to the Land Access Map within
138 seven (7) business days after the public hearing is held.
- 139 (2) The Environmental Resource Board together with the Environmental Health
140 and Safety Division shall, after holding a public hearing and reviewing any
141 comments received, make written findings of fact and determine whether to
142 amend the Land Access Map.
- 143 (3) The Environmental Resource Board shall make findings based upon the
144 evidence presented to it with respect to the following matters:
- 145 (A) Existing uses of the land and buildings within the general area of the
146 land in question.
- 147 (B) Suitability of the land in question to the uses permitted under the
148 existing Land Access Map.
- 149 (4) The Environmental Resource Board may not amend the Land Access Map
150 unless it finds that adopting such amendment is in the Tribe's best interest and is
151 not solely for the interest of the applicant.
- 152 (c) The Environmental Resource Board may grant or deny any application to amend the
153 Land Access Map; however, amendments must require a two-thirds (2/3) vote of the
154 Environmental Resource Board if a written protest against any amendment is presented to
155 the Environmental Resource Board and is signed by:
- 156 (1) the lessees, assignees and owners of at least twenty percent (20%) of the acres
157 of land included in such amendment; or
- 158 (2) the lessees, assignees and owners of at least twenty percent (20%) of the land
159 immediately adjacent to the land included in such amendment, extending in a
160 radius of twelve hundred (1,200) feet of the outer boundaries of the land.

161 162 **38.6. Trespass**

- 163 38.6-1. A Person Trespasses if the Person enters or otherwise occupies Tribal Land and:
- 164 (a) Refuses to leave land to which the Person has no reasonable claim or right of
165 possession when requested to do so.
- 166 (b) Enters upon such land after being noticed by the landowner or occupant that
167 permission for the Person to enter such land does not exist, or has been expressly denied
168 or revoked. A Person has been noticed that permission by the landowner or occupant for
169 such Person to enter such land does not exist if he or she has been notified publicly, by
170 publication of the Land Access Map on the Tribal website and/or in the Tribal
171 newspaper, or if the land is posted. Land is considered to be posted if one (1) of the
172 following requirements is met:
- 173 (1) A sign at least eleven (11) inches square is placed in at least two (2)
174 conspicuous places for every forty (40) acres of land to be protected. The sign
175 shall provide an appropriate notice and the name of the Person giving the notice,
176 followed by the word "owner" if the Person is the holder of legal title to the land
177 or by the word "occupant" if the Person is a lawful occupant of the land, but not
178 the holder of legal title.

- 179 (2) Markings at least one (1) foot long and, in a contrasting color, the phrase
180 “private land” and the name of the owner, are made in at least two (2)
181 conspicuous places for every forty (40) acres of land.
- 182 (c) Does any of the following without proper authorization through a Lease, permit or as
183 otherwise required under applicable law:¹
- 184 (1) Destroys land, waters, livestock, poultry, buildings, equipment, or any
185 property without consent or permission.
- 186 (2) Cuts or destroys any wood, timber, plant, vegetation, or crop standing on the
187 land, or carries away any wood, timber, plant, vegetation or crop on the land.
- 188 (3) Engages in any act, or attempted act of hunting, trapping or fishing.
- 189 (4) Digs, takes, or carries away earth, soil, minerals, cultural resources, or any
190 other property.
- 191 (5) Erects, puts up, fastens, prints, or paints upon another’s property, notices,
192 advertisements, signs or other writing designed to communicate to the general
193 public.
- 194 (6) Parks or drives any vehicle on the land.
- 195 (7) Permits or allows livestock or any domesticated animal to enter upon or
196 remain upon the land.
- 197 (8) Uses or possesses Leased or sub-Leased lands beyond the possessory rights
198 granted by such Lease or sub-Lease.
- 199 (9) Dumps, deposits, places, throws, burns, emits or leaves rubbish, refuse,
200 debris, substances, or other objects upon a highway, road, air, waters or any land.
201

202 **38.7. Violations and Appeals**

203 38.7-1. *Issuance of a Citation.* Any Person who violates any provision of this Law is guilty of a
204 civil infraction, and may be issued a citation, in writing, by a Conservation Warden or Oneida
205 Police Officer. The issuance of a citation or Fine under any other law relating to the same or any
206 other matter does not preclude the issuance of a citation under this Law.

207 (a) The Oneida Business Committee, upon recommendation of the Environmental
208 Resource Board, may adopt a citation schedule.

209 (b) The citation must state that the Environmental Resource Board may, in addition to
210 the citation and associated Fine, impose hearing costs and Penalties against the Person for
211 a violation of this Law.

212 38.7-2. *Citation Hearing.* All citations issued pursuant to this Law must include a Prehearing date
213 which must be set for the next scheduled monthly Prehearing date that is at least thirty (30) days after
214 the citation was issued. Persons wishing to contest a citation must appear at the Prehearing, at which
215 time the Environmental Resource Board shall accept pleas which either contest or admit committing
216 the act for which the citation was issued. The Environmental Resource Board shall schedule a
217 Hearing as expeditiously as possible, provided that it must be scheduled within ninety (90) days of
218 the date of the Prehearing, for all persons entering a plea contesting the fact that they committed the
219 act for which a citation was issued. In addition to scheduling requested Hearings, the Environmental

¹ Current Tribal laws that authorize conduct described in 38.6-1(c): Chapter 12, Protection and Management of Archeological and Historical Resources; Chapter 34, Oneida Tribal Regulation of Domestic Animals Ordinance; Chapter 40, Tribal Environmental Response Law; Chapter 42, Wood Cutting Ordinance; Chapter 44, Recycling and Solid Waste Disposal; Chapter 45, Hunting, Fishing and Trapping Law; Chapter 49: All-Terrain Vehicle Law; Chapter 69, Zoning and Shoreland Protection Law.

220 Resource Board may also make conditional orders at the Prehearing which are effective until the
221 matter is resolved.

222 (a) The Environmental Resource Board shall conduct Prehearings and Hearings in
223 accordance with its bylaws and any other applicable regulations, standard operating
224 procedures, Rules, laws or policies governing Tribal administrative hearings.

225 (b) *Community Service.* Community service may be substituted for Fines at the
226 Environmental Resource Board’s discretion, provided that, if so substituted, the Board shall
227 use the rate of one (1) hour per ten dollars (\$10) of the Fine.

228 (c) All Fines and Penalties issued by citations must be paid to the Environmental Resource
229 Board or its designee, the proceeds of which must be contributed to General Fund.

230 (d) The Environmental Resource Board may pursue payment from parties who have failed to
231 makes the required payments through the garnishment process contained in the Garnishment
232 Law and/or by attaching the judgment to a Tribal Member’s per capita payment pursuant to
233 the Per Capita Law.

234 (d) *Community Service.* Community service may be substituted for monetary Fines and
235 Penalty assessments at ERB’s discretion, provided that if so substituted, ERB shall use the
236 rate of one (1) hour per ten dollars (\$10) of the Fine or Penalty assessment.

237 (e) Any person wishing to contest ERB’s determination related to a contested citation may
238 appeal the applicable determination to the Judiciary’s Court of Appeals in accordance with
239 the Rules of Appellate Procedure, provided that the appeal must be filed within thirty (30)
240 days of the date of the Environmental Resource Board’s determination.

241
242 38.7-3. *Appeals from the Environmental Resource Board Decision.* Any party of interest may
243 appeal a decision of the Environmental Resource Board to the Tribe’s judicial system.

244
245 *End.*
246

247 Adopted – BC-05-15-14-C
248 Emergency Amended – BC-07-23-14-C
249 Amended – BC-12-10-14-A
250 Emergency Amended – BC 07-08-15-C

ONEIDA TRIBE OF INDIANS Page 68 of 380 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.



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n, the United States
made possible.

ONEIDA FINANCE OFFICE
Office: (920) 869-4325 • Toll Free: 1-800-236-2214
FAX # (920) 869-4024

MEMORANDUM

DATE: December 28, 2015
FROM: Rae Skenandore, Project Manger
TO: Larry Barton, Chief Financial Officer
Ralinda Ninham-Lamberies, Assistant Chief Financial Officer
RE: **Financial Impact of Public Use of Tribal Land Law - Amendments**

I. Background

The purpose of the law is to prevent improper access, use and trespass on Tribal lands. It is further intended that this law protect and preserve the environment and natural resources including land, forests, wildlife, air and waters, through appropriate uses of land. A public hearing was held on December 6th of 2012. The Environmental Resource Board (ERB) created and adopted the Land Access Maps identifying land use. The law was approved on May 15, 2014. OBC Resolution 5-15-14D sets out a schedule of fines for violations. On July 8, 2015 ERB requested emergency amendments to resolve the issue of individuals camping and/or consuming alcohol at the Oneida Lake. As part of the process for permanent adoption of the amendments, a public meeting was held on October 29, 2015.

II. Executive Summary of Findings

The amendments expand the definitions section, permissible and/or prohibited uses, posting and notification, and hearing procedures. No start-up costs are needed to implement the amendments. No additional personnel are needed. The amendments have been implemented on an emergency basis since July or 2015.

III. Financial Impact

No fiscal impact.

III. 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 full information with which to render a decision.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 1 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Accept the December 16, 2015 LOC Meeting Minutes

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: Submitted by: 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:

The purpose of this request is to ask the OBC to accept the attached December 16, 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 December 16, 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
 December 16, 2015 9:00 a.m.

PRESENT: Brandon Stevens, Jennifer Webster, Fawn Billie, Tehassi Hill, David P. Jordan

OTHERS PRESENT: Taniquelle Thurner, Candice Skenandore, Krystal John, Douglass McIntyre, Maureen Perkins, Rae Skenandore, Bradley Graham, Bill Graham, RC Metoxen, Mike Debraska, Nancy Barton, Bonnie Pigman, Michelle Mays, Cathy L. Metoxen

I. Call To Order and Approval of the Agenda

Brandon Stevens called the December 16, 2015 Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Jennifer Webster to approve the agenda; seconded by Tehassi Hill. Motion carried unanimously.

II. Minutes to be approved

1. December 2, 2015 LOC Meeting Minutes

Motion by Jennifer Webster to approve the December 2, 2015 LOC meeting minutes; seconded by Fawn Billie. Motion carried with David P. Jordan and Tehassi Hill abstaining.

III. Current Business

1. Petition: Food Pantry (1:17-11:19)

Motion by Jennifer Webster to accept the Petition: Food Pantry update and to forward the memorandum to the Oneida Business Committee; seconded by Tehassi Hill. Motion carried unanimously.

2. Cemetery Law Amendments (11:22-1:08:13)

Motion by Jennifer Webster to accept the Cemetery Law Amendments memorandum B and to include language which requires communication pertaining to the history of the land and possible issues that may result if encasements are not used; seconded by David P. Jordan. Motion carried unanimously.

3. Probate Law (1:08:15-1:08:49)

Motion by David P. Jordan to accept the memorandum update and to defer the Probate Law to the sponsor's office and bring back when ready; seconded by Jennifer Webster. Motion carried unanimously.

4. **Research Protection Act** (1:08:52-1:09:31)
Motion by Jennifer Webster to accept the status update as FYI and defer the Research Protection Act back to sponsor to bring back when ready; seconded by David P. Jordan. Motion carried unanimously.
5. **Election Board Bylaws Amendments** (1:09:33-1:33:06)
Motion by David P. Jordan to defer the Election Board Bylaws Amendments to the Legislative Reference Office for an updated analysis; seconded by Tehassi Hill. Motion carried unanimously.
6. **Landlord-Tenant Law** (1:33:07-1:34:30)
Motion by Fawn Billie to accept the memorandum update as FYI and to defer the Landlord-Tenant Law back to the sponsor and to bring back when ready; seconded by Jennifer Webster. Motion carried unanimously.
7. **Mortgage Law** (1:34:36-1:36:55)
Motion by David P. Jordan to accept the memorandum update as FYI and to defer the Mortgage Law back to the sponsor and to bring back when ready; seconded by Fawn Billie. Motion carried unanimously.
8. **Real Property Law Amendments** (1:37:00-1:47:35)
Motion by Jennifer Webster to accept the memorandum update as FYI and to defer the Real Property Law Amendments back to the sponsor and to bring back when ready; seconded by Tehassi Hill. Motion carried unanimously.
9. **Garnishment Amendments** (1:47:38-1:49:13)
Motion by Jennifer Webster to approve the public meeting packet and to forward the Garnishment Amendments to a public meeting date of January 21, 2016; seconded by David P. Jordan. Motion carried unanimously.
10. **Land Commission Bylaws Amendments** (1:49:18-1:49:59)
Motion by David P. Jordan to accept the Land Commission Bylaws Amendments memorandum update and to defer this item back to the sponsor and to bring back when ready; seconded by Fawn Billie. Motion carried unanimously.

IV. New Submissions

V. Additions

VI. Administrative Updates

1. **Administrative Rulemaking Law and Comprehensive Policy Governing Boards, Committees and Commissions Amendments E-poll** (1:50:35-1:51:02)
Motion by David P. Jordan to enter the Administrative Rulemaking Law and Comprehensive Policy Governing Boards, Committees and Commissions Amendments e-poll into the record; seconded by Jennifer Webster. Motion carried unanimously.

2. **LOC Quarterly Report** (1:51:03-1:51:23)

Motion by Jennifer Webster to forward the LOC Quarterly Report to the Oneida Business Committee for consideration; seconded by David P. Jordan. Motion carried unanimously.

VII. Executive Session

VIII. Recess/Adjourn

Motion by David P. Jordan to adjourn the December 16, 2015 Legislative Operating Committee meeting at 10:52 a.m.; seconded by Tehassi Hill. Motion carried unanimously.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 1 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Approve Audit Committee Bylaws

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: Submitted by: 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:

The Comprehensive Policy Governing Boards, Committees and Commissions requires the Oneida Business Committee to approve the bylaws of a board, committee or commission.

Requested action:

Approve the Audit Committee Bylaws

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

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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: January 13, 2016
RE: Audit Committee Bylaw Amendments

Please find attached the following for your consideration:

1. Audit Committee Charter
2. Audit Committee Bylaw Legislative Analysis
3. Audit Committee Bylaw (clean)

Overview

On September 17, 2014, the Legislative Operating Committee (LOC) approved a request from the Audit Committee (Committee) to draft Bylaws to replace the charter the Committee was operating under. The Committee approved the attached Bylaws on November 12, 2015. These Bylaws will put the Committee in compliance with the Comprehensive Policy Governing Boards, Committees and Commissions. Key differences from the charter include:

- Providing specific duties for the officers;
- Providing for emergency and special meetings;
- Expanding the reporting requirements;
- Establishing standards for meetings include a regulate order of business, voting threshold requirements, among others; and
- Clarifying the responsibilities of the Committee.

The LOC approved forwarding the attached Bylaws to the Oneida Business Committee on January 6, 2016.

Requested Action

Approve the Audit Committee Bylaws.

AUDIT COMMITTEE CHARTER

PURPOSE

The purpose of the Audit Committee is to ensure the integrity of the financial reporting and audit systems of The Oneida Tribe: assist in the maintenance of adequate financial reporting, information technology and audit systems; supervise the recruitment and recommendation to retain a public accounting firm for special and annual audits; and to fulfill its oversight responsibilities for the financial reporting process, the system of internal control, the audit process and the Tribe's process for monitoring compliance with laws and regulations and the code of conduct.

To report to the Oneida Business Committee and to the General Tribal Council, when appropriate, relative to audits, financial reports, management reports and recommended corrective measures.

AUTHORITY

Source - The Audit Committee has been delegated the authority from the Oneida Business Committee, through the Audit Law, to ensure the integrity of the Tribe's financial reporting and audit systems.

- The Audit Committee shall be responsible for evaluating and recommending to the Oneida Business Committee, an independent public accounting firm for the annual or any special audit, unless there is a prior alternative written agreement in place delegating the responsibility for a given special audit.

Oversight - The Audit Committee shall have the responsibility of oversight over the Tribal audit processes and the process of investigation into alleged or suspected improprieties and violations of fiscal and ethics policies, codes, regulation, and directives.

- The Audit Committee shall conduct oversight over the activities of the internal audit function in independent assignments related to auditing, evaluating, and special investigations related to detecting fraudulent financial reporting and conducting investigations into fraud and theft in the Tribe's businesses, enterprises and programs.

Enforcement - The Audit Committee will have the ability to utilize all existing enforcement authorities to carry out their responsibilities to achieve their purpose.

- Compel Executive Management and Chairpersons of Boards, Committees and Commissions to attend meetings representing issues as needed.
- Compel Management, Boards, Committees and Commissions to comply with audit requests and reply to audit reports.
- The Audit Committee shall instruct the independent external auditor and the internal auditor that the Committee expects to be advised if there are any areas that require its special attention.

- Issue notices of noncompliance, as appropriate, to Executive Management in accordance with the Employee Manual Negligence provision.
- Issue notices of violation of Oath of Office, as appropriate to Board, Committee and Commission members.
- Seek legislative improvements to assure the Tribe's code of ethics, code of conduct and conflict of interest are current and adequate to ensure fairness for all and equity by protecting the resources.

COMPOSITION

Audit Committee - The Audit Committee will consist of at least five (5) members who are age 21 and above and are enrolled members of the Oneida Nation of Wisconsin. Four members will consist of Business Committee members and one committee member will be a community member. The Chair and Vice-Chair will be determined by nomination at the first meeting after appointment. Each committee member will be both independent and financially literate or have access to financial expertise, whether in the form of a single individual serving on the committee, or collectively among committee members.

Defining independence of each Audit Committee member is important for the Tribe including:

- Not employed by any Tribal entity
- Does not provide contract services to the Tribe
- Not a member of any other Tribal Board, Committee or Commission
- Represents only the interests of the Tribe at large while in session

The Audit Committee shall strictly adhere to the Oneida Tribe's Code of Ethics, Rules of Conduct and Conflict of Interest Policies.

At least one member shall be designated as the "financial expert," as defined by employment experience in finance and accounting, certification or other comparable background and experience. Components of financial expertise include:

- The ability to assess the general application of the principles and standards in connection with the accounting for estimates, accruals, and reserves.
- An understanding of internal controls.
- An understanding of the procedures for financial reporting.
- An understanding of audit committee functions and responsibilities.

MEETINGS

The Audit Committee shall require appropriate administration, through the chain of authority, to appear at Audit Committee meetings. All committee members are expected to attend each meeting.

The Audit Committee shall meet on a monthly basis and special meetings may be called as circumstances require. The Committee shall meet privately with the internal auditor, independent auditor, legal counsel and management as required.

The committee will invite members of management, auditors or others to attend meetings and provide pertinent information, as necessary in open session. It will hold private meetings and executives sessions with auditors.

RESPONSIBILITIES

Financial Statements

Review and discuss annual and quarterly statements and Managements Discussion & Analysis (MD&A) with management and auditors.

Internal Control

The audit committee's role is to ensure that management has developed and follows an adequate system of internal control, including:

- Monitoring compliance with legal and regulatory requirements
- Risk assessment and risk management.
- Adopt a code of ethics for senior financial officers which includes monitoring and enforcement.
- Establish procedures for the receipt, retention, and treatment of complaints; establish a confidential anonymous submission by employees for concerns regarding questionable matters.
- Ensure open communication and information flow with management, internal auditors and external auditors.

Internal Audit

The Internal Audit Department shall be responsible to the Audit Committee. The Internal Audit Department shall have delegated authority from the Audit Committee and shall have the greatest ability to obtain information reasonably related to an audit.

- Perform all work in accordance with the International Professional Practices Framework.
- All information collected or derived from an audit, upon closure, shall be retained for seven years in a secure location in accordance with the Records Management Law.
- The Internal Audit Department shall make reports available to the Audit Committee, Oneida Business Committee and Administration on a need to know basis.
- Reports accepted by the Business Committee shall be made available for review by Tribal Members who make a request.

External Audit

The Audit Committee shall:

- Ensure auditor qualifications.
- Oversee performance of external auditor.
- Assure all reports go directly to the Audit Committee

Compliance

Review the effectiveness of the system for monitoring compliance with laws and regulations and the results of management's investigation and follow-up of any instances of non-compliance.

Special Audits may be recommended by the Audit Committee from time to time, but such audits shall be requested in writing to the Business Committee.

Reporting Responsibilities

The Audit Committee shall report, as deemed appropriate, to the Oneida Business Committee.

- Approved Audit Committee minutes, appropriate supporting information and audit reports shall be presented to the Business Committee for consideration and acceptance.
- There shall be an open avenue of communication between internal audit, the external auditors and the Business Committee.

Other Responsibilities

The Audit Committee should complete a self-evaluation annually to identify improvement opportunities. This involves comparing the committee's performance to its charter, any formal guidelines and rules and against best practices. Such a review is confidential and may or may not include evaluations of particular members.



Audit Committee Bylaws Analysis Draft

<i>Analysis by the Legislative Reference Office</i>					
Entity	Audit Committee (Committee)				
Requestor	Internal Audit	Drafter	Douglass McIntyre	Analyst	Candice E. Skenandore / Maureen Perkins
Reason for Request	On April 27, 2011, the OBC referred the Audit Committee Charter to the LOC for review of authority and review under the context as bylaws				
Members	5 members total, 4 OBC, 1 other	Stipends	\$50 a month	Elected/ Appointed	Elected & appointed
Authority	Audit Law delegates authority to the Committee to ensure the integrity of the Tribe’s financial reports and audit systems by overseeing the Tribal audit processes and the process of investigation into any alleged or suspected improprieties and violations of fiscal and ethical policies, codes, regulations and directives. In addition, the Audit Law provides the Committee with the ability to utilize all existing enforcement authorities to carry out its responsibilities [See Audit Law 8.5-1 through 8.5-3].				
Hearing Authority	Neither the bylaws nor the Audit Law provide the Committee with hearing authority.				

Overview

The Committee is a standing committee of the Oneida Business Committee (OBC) which has been operating pursuant to the Oneida Internal Audit Committee Charter that was approved by the Committee on February 24, 2011. The Committee is composed of four OBC members and one community member who is appointed. The proposed Bylaws mirror the current charter with the exception of the following:

- Language has been added and formatting changes have been made to the Bylaws which are consistent with the requirements set out in the Comprehensive Policy Governing Boards, Committees and Commissions.
- The Charter requires at least one Committee member to be designated as the “financial expert” while these Bylaws require Committee members to have access to financial expertise be it the Chief Financial Officer, a Committee member or collectively amongst the Committee members [See 1-4 (d) (2)].
- The Chairperson and Vice Chairperson are nominated at the first meeting after the appointment; however, language has been added that requires the Chairperson and Vice Chairperson be OBC representatives [See 2-4]. The appointed community member cannot hold an officer position.
- The Committee must recruit and hire a qualified Internal Audit Director [See 2-5].
- The Charter provides the Committee with enforcement authority to carry out its responsibilities which includes compelling the appropriate entities to attend meetings and comply with audit requests as well as issuing notices of non-compliance and oath violations. The proposed Bylaws will require the Committee to request the OBC to perform these duties [See 6-2 (a, b, d & e)].
- The responsibilities of the Internal Audit Department have been omitted from the

25 Committee's Bylaws. The Internal Audit Department is no longer required to 1)) make
26 reports available for review by Tribal members who make a request after the OBC
27 accepts the reports and 2) work in accordance with the International Professional
28 Practices Framework. According to the Interim Internal Audit Manager, the Internal
29 Audit Department's internal audit reports to the Audit Committee adhere to the
30 Professional Practices Framework of the Institute of Internal Auditors.

31

32

Considerations

33

This section will briefly list concerns the LOC may want to consider:

34

- These Bylaws require the Committee to recruit and hire an Internal Audit Director [*See*
35 2-5]. The LOC may want to consider adding language that states that if the Internal
36 Audit Director position is vacant, the Committee must fill the vacancy with a qualified
37 applicant.

38

39

Miscellaneous

40

A public meeting is not required for bylaws. The Bylaws comply with Section 8-4 of the
41 Comprehensive Policy Governing Boards, Committees and Commissions.

42

43

AUDIT COMMITTEE BYLAWS**Article I. Authority**

- 1-1. *Name.* The name of this committee shall be the Audit Committee, hereinafter referred to as "Committee."
- 1-2. *Authority.* By the authority of the Oneida Business Committee, the Committee was created by adoption of the Audit Law Resolution BC-07-15-98-C. Through the Audit Law, the Committee has been delegated the authority to ensure the integrity of the Tribe's financial reporting and audit systems. Definitions for the words used throughout these bylaws shall be taken from the Audit Law. All words not defined in the Audit Law shall be used in their ordinary and everyday sense.
- 1-3. *Office.* The office of the Committee shall be located within the exterior boundaries of the Oneida Reservation and its mailing address shall be P.O. Box 365, Oneida, WI 54155.
- 1-4. *Membership.*
- a. Number of members. The Committee shall consist of five (5) members.
 - b. How elected or appointed.
 1. Four (4) Committee members shall be Oneida Business Committee members, excluding the Treasurer, selected by a majority of the Oneida Business Committee.
 - A. Any member of the Business Committee, with the exception of the Treasurer, may serve as Ad Hoc when needed.
 2. One (1) Committee member shall be a member of the community who meets the qualifications of 1-4(d). This member shall be appointed in accordance with the Comprehensive Policy Governing Boards, Committees and Commissions.
 - c. How vacancies are filled. Vacancies on the Committee shall be filled in accordance with section 1-4(b) for the remainder of the outstanding term.
 - d. Qualifications of members.
 1. The appointed Committee member shall be at least twenty-one (21) years of age and be an enrolled member of the Oneida Tribe of Indians of Wisconsin.
 2. Committee members shall be both independent and financially literate or have access to financial expertise, whether in the form of the Chief Financial Officer, a single individual serving on the Committee, or collectively among Committee members. Components of financial expertise include:
 - A. The ability to assess the general application of the principles and standards in connection with the accounting for estimates, accruals, and reserves.
 - B. An understanding of internal controls.
 - C. An understanding of the procedures for financial reporting.
 - D. An understanding of Audit Committee functions and responsibilities.
 - e. Term of office.
 1. The terms of the Oneida Business Committee members shall coincide with the term of the Oneida Business Committee.
 2. The term of the appointed community member shall expire midway through the term of the Oneida Business Committee.
 3. Defining independence of each Committee member is important for the Tribe and no Committee member may:
 - A. Be employed by any Tribal entity.
 - B. Provide contract services to the Tribe.
 - C. Be a member of any other Tribal Board, Committee or Commission, other than the Oneida Business Committee members.

49 D. Represent any interests other than the Tribe's while acting as a member of
50 the Committee.

51 4. Committee members shall strictly adhere to the Tribe's laws and policies
52 establishing ethical standards and/or conflicts of interest, and any code of conduct.
53 Failure to do so may result in the removal from the Committee or termination of an
54 appointment.
55

56 **Article II. Officers**

57 2-1. The Committee shall have two (2) officers: Chairperson and Vice-Chairperson. The
58 terms of office for the officers shall coincide with the terms of the Oneida Business
59 Committee members.

60 2-2. *Chairperson Duties.* The Chairperson shall preside over all meetings and may not vote
61 except in the case of a tie. The Chairperson shall be responsible for calling meetings and
62 notifying members with the assistance of the Internal Audit Department.

63 2-3. *Vice-Chairperson Duties.* The Vice-Chairperson shall assist the Chairperson with his or
64 her duties, at the request of the Chairperson, and shall preside over all meetings in the
65 Chairperson's absence.

66 2-4. *How Officers are Chosen.* The Chairperson and Vice-Chairperson shall be chosen from
67 the Oneida Business Committee representatives by all Committee members present at the
68 first meeting held after the Committee is appointed.

69 2-5. *Personnel.* The Committee shall recruit and hire a qualified Internal Audit Director to
70 lead the internal audit function and to assure unbiased audit and investigative processes
71 and reporting.
72

73 **Article III. Meetings**

74 3-1. The Committee shall meet on a monthly basis within the Reservation boundaries.

75 a. All Committee members are expected to attend each meeting.

76 b. The Committee may invite entity representatives, auditors or others to attend meetings
77 and provide pertinent information, as necessary in open session.

78 c. The Committee may hold meetings in executive session with auditors, legal counsel,
79 and entity representatives as required.

80 3-2. *Emergency and Special Meetings.* Emergency or special meetings of the Committee may
81 be called by the Chairperson or upon written request of any two (2) members. The
82 Chairperson shall designate a time and place for holding an emergency or special meeting.

83 3-3. *Notice of Emergency or Special Meeting.* Notice of an emergency or special meeting shall
84 be

85 a. *Members.* The Committee shall provide notice to members at least forty-eight (48) hours
86 prior to the date set for any such meeting. Notice may be communicated in person, by
87 facsimile or other wire or wireless communication, or by mail.

88 b. *Public.* The Committee shall provide public notice of special meetings by submitting
89 the date, time and location of the special meeting to the Intergovernmental Affairs and
90 Communications Department to be included on the community calendar on the Tribe's
91 website no later than twenty-four (24) hours prior to the time of the special meeting.

92 3-4. *Quorum.* A quorum shall consist of a majority of current members of the Committee and
93 shall include the Chairperson or Vice-Chairperson.

94 3-5. *Order of Business.* The regular meetings of the Committee shall follow the order of
95 business as set out herein:

96 a. Call to Order.

- 97 b. Approval of Agenda
98 c. Approval of Minutes
99 d. Old Business
100 e. New Business
101 f. Executive Session
102 g. Adjourn
103 3-6. *Voting*. Decisions of the Committee shall be based on a majority of a quorum of members
104 present at a meeting. The officer presiding at a meeting shall vote only in case of a tie.
105 3-7. *Stipends*. The appointed Committee member shall be paid a meeting stipend in accordance
106 with Section 11-3 of the Comprehensive Policy Governing Boards, Committees and
107 Commissions, provided that the meeting has established a quorum for a minimum of one
108 (1) hour and the Committee member collecting the stipend was present for at least one (1)
109 hour of the established quorum.
110

111 **Article IV. Reporting**

- 112 4-1. Agenda items shall be in an identified format.
113 4-2. Minutes shall be typed and in a consistent format designed to generate the most informative
114 record of the meetings of the Committee.
115 4-3. Handouts, reports, memoranda and the like may be attached to the minutes and agenda, or
116 may be kept separately, provided that all materials can be identified to the meeting in
117 which they were presented.
118 4-4. The Committee shall report to the Oneida Business Committee and to the General Tribal
119 Council, when appropriate, relative to audits, financial reports, management reports and
120 recommended corrective measures.
121 4-5. The Committee shall report to the Oneida Business Committee, as often as deemed
122 appropriate, the approved Committee minutes, audit reports and appropriate supporting
123 information.
124 a. Minutes and audit reports require Oneida Business Committee approval in order to
125 finalize the audit records.
126

127 **Article V. Amendments**

- 128 5-1. The Bylaws of the Committee shall be amended with the approval of a quorum of the
129 Committee and upon subsequent approval by the Oneida Business Committee.
130

131 **Article VI. Responsibilities**

- 132 6-1. The Committee shall have oversight of the activities of the internal audit function in
133 independent assignments related to auditing, evaluating, and special investigations related
134 to detecting fraudulent financial reporting and conducting investigations into fraud and
135 theft in the Tribe's entities.
136 6-2. *Enforcement*. The Committee shall have the ability to utilize all existing enforcement
137 authorities to carry out their responsibilities to achieve their purpose, including:
138 a. Request the Business Committee to compel entity representatives to attend meetings in
139 order to represent issues.
140 b. Request the Business Committee to compel entity representatives to comply with audit
141 requests and reply to audit reports.
142 c. Instruct the external auditor and the internal auditor that the Committee expects to be
143 advised if there are any areas that require its special attention.

- 144 d. Request the Business Committee to issue notices of noncompliance to entity employees
145 in accordance with the disciplinary provisions relating to work performance and
146 personal actions, as provided for in the Tribe's Personnel Policies and Procedures.
- 147 e. Request the Business Committee to issue notices of violation of Oath of Office, as
148 appropriate, to entity members.
- 149 f. Seek improvements to assure the Tribe's laws and policies establishing ethical
150 standards and/or conflicts of interest, as well as any code of conduct implemented are
151 current and adequate to ensure fairness for all and equity by protecting the resources.
- 152 6-3. *Financial Statements.* The Committee shall review and discuss annual and quarterly
153 statements and Managements Discussion & Analysis (MD&A) with entity representatives
154 and auditors.
- 155 6-4. *Internal Control.* The Committee shall ensure that entities have developed and follow an
156 adequate system of internal control, including:
- 157 a. Compliance with legal and regulatory requirements.
- 158 b. Risk assessment and risk management.
- 159 c. Adopt a code of ethics which includes monitoring and enforcement.
- 160 d. Establish procedures for the receipt, retention, and treatment of complaints; establish a
161 confidential anonymous submission by individuals for concerns regarding questionable
162 matters.
- 163 e. Ensure open communication and information flow with entities, internal auditors and
164 external auditors.
- 165 6-5. *External Audit.* The Committee shall be responsible for evaluating and recommending to
166 the Oneida Business Committee, an independent public accounting firm for the annual or
167 any special audit, unless there is a prior alternative written agreement in place delegating
168 the responsibility for a given special audit. When an external auditor is hired, the
169 Committee shall:
- 170 a. Verify the qualifications of the external auditor.
- 171 b. Oversee the performance of the external audit.
- 172 c. Assure all reports from the external auditor go directly to the Committee.
- 173 6-6. *Compliance.* The Committee shall review the effectiveness of the system for monitoring
174 compliance with laws and regulations and the results of an entity's investigation and
175 follow-up of any instances of non-compliance. Special audits and/or investigations may be
176 recommended by the Audit Committee.
- 177 6-7. *Other Responsibilities.* The Committee shall complete a self-evaluation annually to
178 identify improvement opportunities. This includes comparing the Committee's
179 performance to its bylaws, any formal guidelines and rules, and against best practices.
180 Such review is confidential and may or may not include evaluations of particular members.

181

183

184 These Bylaws are hereby attested to as adopted by the Audit Committee at a duly called meeting
185 held on the _____ of _____, 2016 by the Audit Committee Chairperson's
186 signature.

187

188

189

190 _____
Tehassi Hill, Chairperson

191 Audit Committee

192
193 These By-Laws are also approved by the Oneida Business Committee at a duly called meeting
194 held on the _____ of _____, 2016 by the Secretary of the Oneida Business
195 Committee’s signature.

196
197
198 _____

199 Lisa Summers, Tribal Secretary
200 Oneida Business Committee

201

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 1 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

BC approval of Finance Committee Meeting Minutes of January 4, 2016

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: Submitted by: Denise Vigue, Executive Assistant/Finance
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



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

Phone: (920) 869-2214



Oneida, WI 54155



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

MEMORANDUM

TO: Finance Committee
CC: Business Committee
FR: Denise Vigue, Executive Assistant
DT: January 4, 2016
RE: **E-Poll Results of: FC Meeting Minutes of January 4, 2016**

An E-Poll vote of the Finance Committee was conducted to approve the January 4, 2016 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

E-POLL RESULTS:

There was a Majority 6 YES votes from Jennifer Webster, Patrick Stensloff, Wesley Martin, Jr., Larry Barton, Chad Fuss and David Jordan to approve the Jan. 4, 2016 Finance Committee Meeting Minutes.

The minutes will be placed on the next BC agenda of **January 13, 2016** for approval and the next Finance Committee agenda of **January 18, 2016** to ratify this E-Poll action.

Yawλko

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



ONEIDA FINANCE COMMITTEE

January 4, 2016 – 10:00 A.M.

Business Committee Executive Conference Room

REGULAR MEETING MINUTES

Members Present:

Patricia King, Treasurer/FC Chair

David Jordan, BC Council Member

Patrick Stensloff, Purchasing Director

Wesley Martin, Jr., Community Elder Member

Larry Barton, CFO/FC Vice-Chair

Jenny Webster, BC Council Member

Chad Fuss, Gaming AGM/FC Alternate

Others Present: James Poels, Mary Olson, Brian Denny and Denise Vigue, FC recording secretary

I. Call to Order: The meeting was called to order by the FC Chair at 10:00 A.M.

II. Approval of Agenda: JANUARY 4, 2016

Motion by Larry Barton to approve the Finance Committee agenda for Jan. 4, 2016.

Seconded by Wesley Martin, Jr. Motion carried unanimously.

III. Approval of Minutes: DECEMBER 14, 2015 (approved via FC E-Poll on 12/14/15)

Motion by Wesley Martin Jr., to ratify the FC E-Poll action of Dec. 14, 2015 approving the Finance Committee meeting minutes of Dec. 14, 2015. Seconded by Patrick Stensloff.

Motion carried unanimously.

David Jordan arrives at 10:05 A.M.

Jennifer Webster arrives at 10:07 A.M.

IV. Tabled Business: No Tabled Business

V. Capital Expenditures: No items submitted

VI. New Business:

1. Rx Medic ADS

James Poels, OCHC Pharmacy

James Poels was present to discuss this request to purchase a new automated dispensing system for the pharmacy; this would be a technical upgrade that is superior to present system, system is quieter, can utilize on the weekends/nights, no dust, substantial discount, and very good 24/7 services as needed & is a budgeted item; offering older version to another pharmacy, waiting on that deal.

Motion by Wesley Martin, Jr. to approve the Rx Medic Automated Dispensing System in the amount of \$85,000.00. Seconded by Chad Fuss. Motion carried unanimously.

2. Bally (33) Conversions

David Emerson, Director-Gaming Slots

Brian Denny was present to discuss this and following request; Slots Department has done an analysis on all games and cabinets to assess which can be upgraded to new themes and programs; if ordering now can receive a discount.

Motion by Wesley Martin, Jr. to approve the Bally (33) Game Conversions purchase in the amount of \$74,167.50. Seconded by Jennifer Webster. Motion carried unanimously.

3. Bally (55) Conversions

David Emerson, Director-Gaming Slots

Motion by Wesley Martin, Jr. to approve the Bally (55) Game Conversions purchase in the amount of \$83,362.50. Seconded by Jennifer Webster. Motion carried unanimously.

4. FY16 Hartford Insurance-Basic Term Life

Robert Keck, Risk Management

Mary Olson was present to discuss this and the next three requests. They are all renewals of policies that were brought to the FC last October under UNUM; since then request for proposals and Hartford was chosen; these are all for voluntary insurance; amounts are for this new carrier for the remainder of FY16. Mary will check with the Law Office to see if these insurance policies require a legal review; Larry noted that with the new vendor the total cost savings will be just over 300 thousand.

Motion by David Jordan to approve the FY16 Hartford Insurance Basic Term Life premium payments in the amount of \$269,800.00. Seconded by Chad Fuss; Larry Barton abstained. Motion carried.

5. FY16 Hartford Insurance-Voluntary Group Life

Robert Keck, Risk Management

Motion by Wesley Martin, Jr. to approve the FY16 Hartford Insurance Voluntary Group Life premium payments in the amount of \$230,069.00 as well as the following two in the amounts indicated. Seconded by David Jordan; Larry Barton abstained. Motion carried.

6. FY16 Hartford Insurance-Short Term Disability Amount: \$643,074.00
Robert Keck, Risk Management

See motion in New Business #5

7. FY16 Hartford Insurance-Long Term Disability Amount: \$260,414.00
Robert Keck, Risk Management

See motion in New Business #5

VII. Executive Session:

1. BC defer to FC: Native Diversification Network (PTAC)

David Jordan, BC Councilmember

Motion by David Jordan to move into Executive Session. Seconded by Wesley Martin, Jr. Motion carried unanimously. Time: 10:15 A.M.

Motion by Wesley Martin, Jr. to come out of Executive Session. Seconded by David Jordan. Motion carried unanimously. Time: 10:25 A.M.

Motion by Wesley Martin, Jr. to deny this request as it does not meet the criteria of the Finance Committee Donation Policy. Seconded by Jennifer Webster. Motion carried unanimously.

Motion by Wesley Martin, Jr. to refer this request back to the BC work meeting for possible consideration for funding from the BC Special Events line. Seconded by Jennifer Webster. Motion carried unanimously.

VIII. Community Fund:

1. YMCA Swim Classes for son (GV)

Motion by Jennifer Webster to approve from the Community Fund the YMCA swim class fees for the son of the requestor in the amount of \$62.00. Seconded by David Jordan. Motion carried unanimously.

2. YMCA Swim Classes for son (CV)

Motion by Jennifer Webster to approve from the Community Fund the YMCA swim class fees for the son of the requestor in the amount of \$47.50. Seconded by David Jordan. Motion carried unanimously.

3. YMCA Swim Classes for son GPV)

Motion by Jennifer Webster to approve from the Community Fund the YMCA swim class fees for the son of the requestor in the amount of \$47.50. Seconded by David Jordan. Motion carried unanimously.

4. Green Bay Elite Cheer for daughter

Motion by Jennifer Webster to approve from the Community Fund the Green Bay Elite Cheer fees for the daughter of the requestor in the amount of \$300. Seconded by Larry Barton. Motion carried unanimously.

5. ITA Silicon Valley Ambassadors Program for daughter

Motion by David Jordan to approve from the Community Fund the ITA Silicon Valley Ambassadors Program registration fees for daughter of requestor in the amount of \$300.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

6. Volleyball Camp fees for daughter

Motion by David Jordan to approve from the Community Fund the Volleyball Camp fees for the daughter of the requestor in the amount of \$300.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

IX. Follow Up: None

X. FYI and /or Thank You: None

XI. Adjourn: Motion by Wesley Martin, Jr. to adjourn. Seconded by David Jordan. Motion carried unanimously. The meeting ended at 10:32 A.M. The next Finance Committee meeting is scheduled for Monday, January 18, 2016 at 10:00 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: January 4, 2015

Oneida Business Committee- FC Minutes- Approval Date: _____

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Request to change the official meeting time of the Quality of Life Committee. Presently the Committee's meetings are from 8:00 am to 10:00 am. The proposed new schedule would be from 8:30 am to 10:30 am.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Nicolas Reynolds, Executive Assistant to Councilwoman 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 Committee is a standing committee of the Oneida Business Committee. The Quality of Life Committee currently meets on the second Thursday of the month from 8:00 am to 10:00 am. It is recommended to change the scheduled time to 8:30 am to 10:30 am. The Quality of Life Charter does not specify what time the Committee should meet and therefore does not need to be amended. The earlier schedule was originally to accommodate a Director's schedule and this is no longer an issue.

- 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: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Accept the legal analysis for the John Powless petition regarding Per Capita Payments.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Lisa Liggins, Executive Assistant to Secretary Lisa Summers
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 the Tribal Secretary

Location:

N7210 Seminary Road
 Oneida, WI 54155

Phone: (920)869-2214

**Mailing Address:**

P.O. Box 365
 Oneida, WI 54155-0365

Fax: (920)869-4040

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary 

Date: January 7, 2016

Re: Petitioner John Powless: Per Capita Payments

The purpose of this memorandum is to provide the Oneida Business Committee (OBC) 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

<i>Analysis</i>	<i>Original Due Date</i>	<i>Extension # and New Due Date</i>	<i>Date Accepted by the OBC</i>
Legislative	Sept. 9, 2015	n/a	August 17, 2015
Legal	Sept. 9, 2015	1. Nov. 25, 2015 2. Jan. 27, 2016	
Financial	Sept. 9, 2015	1. Nov. 25, 2015 2. Jan. 27, 2016	

The legal analysis for the above referenced petitions has been submitted and is ready for acceptance by the OBC.

As indicated in the chart above, the financial analysis is due at the January 27, 2016 regular OBC meeting.

Requested OBC Action

1. Accept the legal analysis for the John Powless petition regarding Per Capita Payments.

cc: GTC Petitions 2015

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

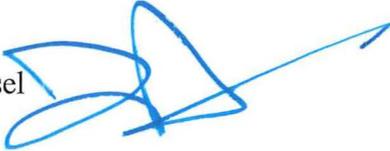
PATRICIA M. STEVENS GARVEY
KELLY M. MCANDREWS
MICHELLE L. MAYS
ROBERT W. ORCUTT

(920) 869-4327

FAX (920) 869-4065

MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel 

DATE: January 5, 2016

SUBJECT: Petition – Powless - \$3000/\$5000 Per Capita

You have requested a legal review regarding a petition submitted by John E. Powless, Jr. The petition contains a single paragraph. The Enrollment Department has verified a sufficient number of signatures on the petition. The petition contains the following request.

“Petition for a per capita payment of \$3,000 for everyone over 18 years of age and \$5000 for those over 62 years of age. Per capita payment goes directly to the tribal member and is exempt from child support payments. Per capita to be paid out by Dec. 1, 2015”

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 petition – basic membership information, Indian Gaming Regulatory Act and Per Capita law.

This opinion does not address the tax consequences of acceptance or rejection of a per capita payment on the individual. Tax questions are unique to each individual and cannot be addressed in this type of an opinion. This opinion also does not address the consequences of acceptance or rejection of a per capita payment on the individual in regards to receiving program services at the federal, state, local or tribal level. The impact on program services is unique to the program service and the individual and cannot be addressed in this type of an opinion.

Background

Basic Membership Information¹ and Cost

As of December 31, 2014, there were 16,995 members of the Oneida Tribe of Indians of Wisconsin. Looking at membership trends, 55% of the members are between ages 21 and 54 which represent the largest age group of members. Although members age 55 and older represent about 22.5% of the membership, 9.5% of the members are between the ages of 55 and 61; close to one-half of all members age 55 and older. This age group of 55-61 will increase the number of members receiving the elderly per capita payments by 1628 members over a five year period, or up to \$3.27 million each year based on the \$2000 elderly per capita payment.

¹ The calculations and information regarding enrollments in this opinion are based on a Enrollments Report dated December 31, 2014.

From 2001 to 2014, new enrollments have decreased each year from 300 new enrollments in 2001 to 124 new enrollments in 2014. Further, the enrolled population has remained stable with slight increases for the past five years between 16,600 to 16,900 members. This is accounted for through the combination of deceased members and disenrollment requests.

The petition is a request for a "...per capita payment of \$3000 for everyone over 18 years of age and \$5000 for those over 62 years of age." There are two separate reasonable interpretations of this petition.²

- All members age 18 and older receive \$3000 and those members age 62 and older also receive \$5000. This cost is approximately \$52 million.
- All members between age 18 and up to age 62 receive \$3000 and all members age 62 and older receive \$5000. This cost is approximately \$46 million.

The numbers above are based on 16,995 members; 3,206 members less than 18 years of age; 11,595 members age 18 to age 61; and 2194 members age 62 and older.

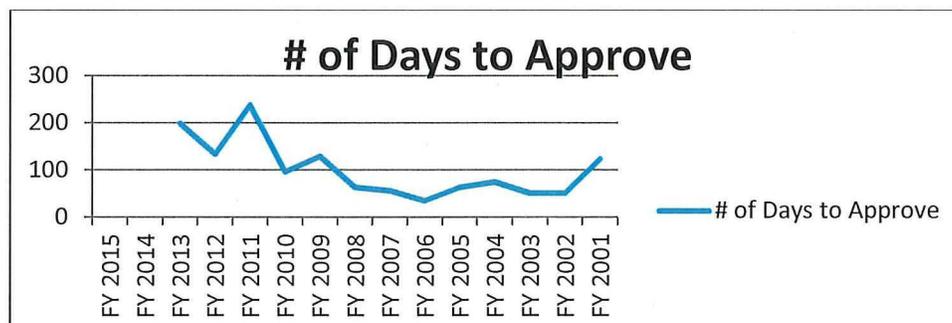
Indian Gaming Regulatory Act

The Indian Gaming Regulatory Act identifies the authorized uses for "net revenues from any tribal gaming" in 25 U.S.C. section 2710(b)(2)(B), subsections (i) through (v).

- (i) to fund tribal government operations and programs;
- (ii) to provide for the general welfare of the Indian tribe and its members;
- (iii) to promote tribal economic development;
- (iv) to donate to charitable organizations; or
- (v) to help fund operations of local government agencies.

Revenue Allocation Plan Approval Process

The Bureau of Indian Affairs has published regulations regarding per capita payments in 25 C.F.R. Part 290. A per capita payment from gaming revenues cannot be made if a Revenue Allocation Plan is not approved in accordance with these regulations. *24 C.F.R. 290.10 and .11.* The Secretary, or designated official, has 60 days to conduct the review and approve or disapprove the Revenue Allocation Plan. Failure to act within the 60 day time period does not mean the Revenue Allocation Plan is approved by default. *25 C.F.R. 290.19.* The chart below shows the number of days from submission to approval for the Revenue Allocation Plans submitted between 2001 and 2013.³



² It is presumed that the petitioner meant ages 18 and 62 to be included in the respective groups.

³ We have been unable to locate the approval letter for the FY2014 plan, and the FY2015 plan took 80 days between submission and approval.

Information in the Revenue Allocation Plan

There are two primary directives in the regulations – identifying specific information which must be included in the Revenue Allocation Plan and identifying who may receive the per capita payment, including who is excluded from receiving the per capita payment. A Revenue Allocation Plan must contain the elements outlined in 24 C.F.R. 290.12, and be accompanied by the documents listed in 25 C.F.R. 290.17.

- Allocation, by percentages, of the use of net gaming revenues which equal to 100%.
- There must be adequate net revenues reserved for those governmental functions listed in 25 U.S.C. 2710(b)(2)(B) subsections (i) through (v).
- The allocation for each governmental function must “contain detailed information” to determine compliance with the Indian Gaming Regulatory Act.
- Protection and preservation of the interests of minors and incompetent adults.
- Notification to the member of tax liability.
- Specific eligibility requirements for those who will receive the per capita payment.

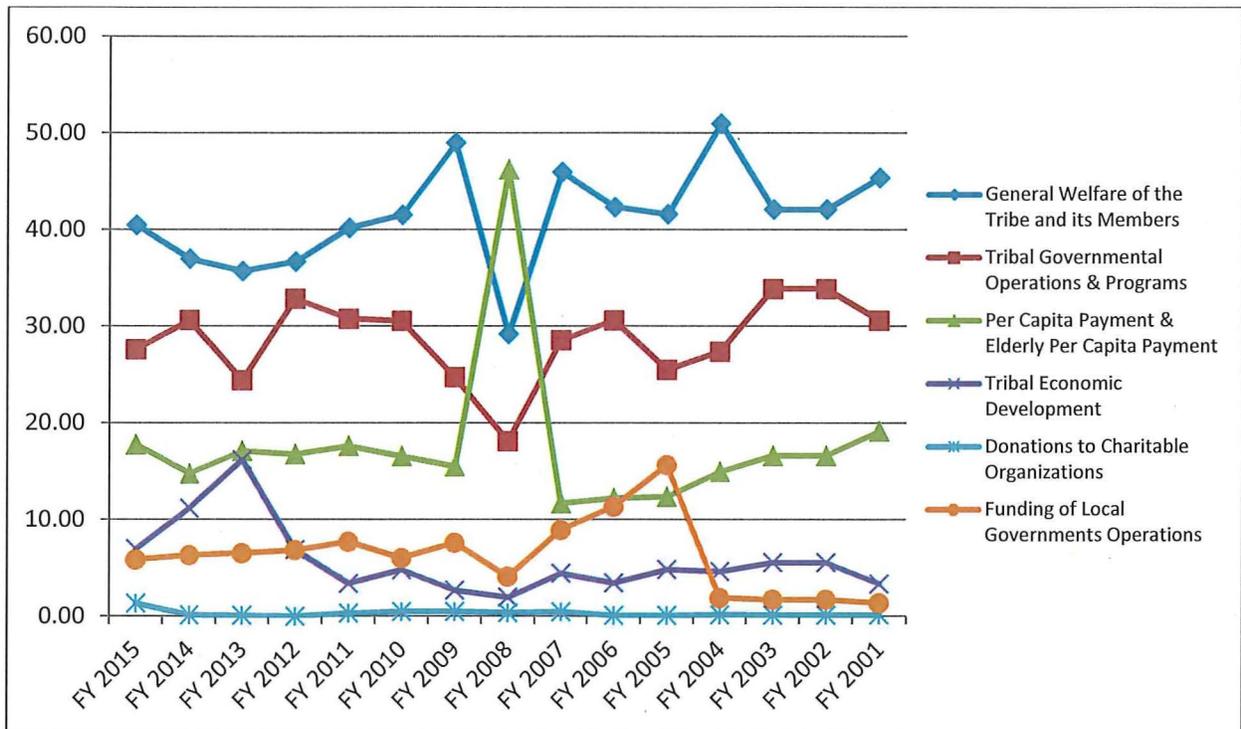
In addition, a Revenue Allocation Plan must be submitted with a cover letter requesting approval of the plan and the Tribal resolution adopting the plan.

The approved Revenue Allocation Plan for 2015 contains the following allocations.

- 27.62% - Tribal governmental programs defined as: Tribal administration, capital improvements to tribal offices, tribal public works program, tribal planning program, tribal enrollment program, tribal community health representative, tribal health services, Indian Health Services clinic, Indian school food service programs, tribal parenting program, summer youth workers’ program, tribal library, tribal recreation program, tribal elderly program, veterans symposium, tribal arts and crafts program, and tribal cultural programs.
- 40.47% - General welfare of the Tribe and its members defined as: utility assistance program, funeral assistance program, tribal housing assistance program, higher education program, elderly services, social services programs, health services and the food distribution program.
- 6.96% - Tribal economic development defined as: investment and proposed tribal economic development projects.
- 1.32% - Donations to charitable organizations.
- 5.87% - Funding of local government operations that affect the Tribe and its members.
- 17.76% - Per capita payments.

The percentage allocations for the required elements of the Revenue Allocation Plan between 2001 and 2015 are set forth in the following chart. The description of each category has been consistent from year to year. It should be noted that the per capita payments are stable from 2001 to 2008 with a general per capita of \$750 to \$800, with an increase to the \$1200 general per capita from 2009 to 2015.

The large change in the following charts in 2008 is the impact of the \$5000/\$10,000 per capita. Members should review the financial analysis to identify how funds were re-allocated and moved to make this payment. In addition, the legal and financial opinions regarding the 2008 per capita presented in the General Tribal Council meeting materials are available from the Records Management Office. The General Tribal Council meeting minutes of August 11, 2007, which approved the 2008 per capita payment are available on-line.



The Revenue Allocation Plan allocation percentages are identified based the adopted budget of the Tribe. A Revenue Allocation Plan identifies allocation of net gaming revenues; or gaming revenues less gaming related expenses. Further, the plan presents grouped financial information based on the requirements of the Indian Gaming Regulatory Act and related regulations. As a result, members will notice a difference between the adopted budget and the Revenue Allocation plan financial information. The chart below identifies the financial information related to the percentage allocations from a selection of Revenue Allocation Plans.

	2015	2012	2011	2008	2001
General Welfare of the Tribe and its Members	\$51,029,713	\$55,772,624	\$57,240,470	\$67,135,528	\$36,433,435
Tribal Governmental Operations & Programs	\$34,818,709	\$49,926,847	\$43,869,803	\$41,674,683	\$29,358,672
Per Capita Payment & Elderly Per Capita Payment	\$22,392,000	\$25,452,800	\$25,090,000	\$106,296,200	\$14,390,000
Tribal Economic Development	\$8,786,698	\$10,434,595	\$4,835,191	\$4,509,738	\$4,835,191
Donations to Charitable Organizations	\$1,670,000	\$0	\$425,000	\$835,000	\$110,000
Funding of Local Government Operations	\$7,398,578	\$10,368,363	\$10,988,681	\$9,405,827	\$1,489,200
Totals	\$126,095,698	\$151,955,229	\$142,449,145	\$229,856,976	\$86,589,668

As has been identified in prior legal opinions as well as by the Treasurer, past and present, gaming revenues have begun to stabilize while the cost of conducting gaming continues to rise. As a result, the available revenue for allocation for activities identified in a Revenue Allocation Plan is reduced over time. Further, neither retail nor grant related income has increased to cover the gap created by increasing expenses. Although utilities, building maintenance costs, and programing costs continue to rise, the largest impact on the budget remains the employment base. As employee longevity with the Tribe increases, the salary and benefits continue to

increase, including accruals and use of personal and vacation time. Therefore, even if all other expenses in the budget remained the same, the cost of conducting business and programming would continue to increase. Members are also encouraged to review the March 3, 2015, legal opinion “Petition – Genskow – Budget Development” for further information regarding the budgeting processes.

Financial Constraints

The Oneida Tribe budgets each year for activities based on estimated revenues from Tribal enterprises. In addition to revenues, the Tribe has borrowed funds to construct various facilities – Oneida Health Center, Anna John nursing facility, and various utilities for example – as well as to invest in economic opportunities. The Oneida Business Committee has approved the Treasurer’s goal regarding paying down debt in an aggressive manner. This will reduce the overall cost of borrowing funds by reducing interest charged on the debt as well as keeping the rate of interest low during the borrowing period as the Federal Reserve Board begins increasing interest rates over the next year.

The bank loans and bonding require the Tribe to maintain certain financial conditions during the borrowing period. For example, the Tribe must have an adopted budget by a deadline or fines are assessed by the lenders. Further, there may be requirements to maintain certain debt ratios, develop levels of reserve funding, and maintain existing assets which are functioning as collateral for the bank loans and/or bonds. Members are encouraged to read the financial analysis to determine the impact of the proposed petition on these loans and bonds.

Finally, revenue streams from both gaming operations and retail operations have been utilized as collateral to obtain funding. For example, the retail revenues are collateral for a bond issuance which, in part, paid to construct the Anna John facility. It is not possible to disrupt the operations of these enterprises without unduly impacting the loan and/or bond agreements. Again, members are encouraged to review the financial analysis to obtain a clearer picture of the impact of the proposed petition.

Finally, nearly every Treasurer has identified that in creating a balanced budget some programming needs must go unfulfilled. Further, the Chief Financial Officer has spoken of a “structural deficit” defined as operational needs exceeding revenues prior to beginning the budget process requiring the organization to begin budgeting by reducing overall expenses; in the FY2015 budget, this was up to 12%, the FY2016 budget the reduction was similar. In the past, the Oneida Business Committee has worked to finalize balancing the budget prior to presentation to the General Tribal Council. The FY2016 budget was primarily balanced by the direct reports and members of boards, committees and commissions. In both circumstances, the budget was balanced by reducing funding to building maintenance and repair that is beginning to have a long term impact on the functionality of buildings and increasing the overall costs of repairs when they are eventually able to be budgeted. The budget has also been balanced by pushing back capital improvement processes intended to create improved facilities for conducting programs.

Per Capita Ordinance

After many years of per capita payments the Oneida Business Committee adopted the Per Capita law in 2000 in response to reoccurring questions arising during the adoption of per capita payments by the General Tribal Council.⁴ The goal was to, “have a consistent methodology for issuance of per capita payments[.]” *Sec. 9.1-2*. The ordinance standardizes such issues as eligibility to receive a payment (when enrolled, what age, if deceased), when the payments are made, and provides limited reasons to attach a per capita payment. In addition, to comply with the requirements for approval of a Revenue Allocation Plan, the ordinance addresses how the interests of minors and incompetent adults are protected. The Per Capita law was adopted in conformance with the delegated authority in the Administrative Procedures Act.⁵

The Per Capita law identifies that per capita payments will be made on or before September 30th. *Sec. 9.5-3(d)*. The purpose of setting a payment date is to allow appropriate budgeting and cash management practices. This allows the per capita payment funds to be accrued over the entire year, to ensure cash availability for operational costs (i.e. payroll, program services, taxes, etc.), and to reduce losses in early or untimely withdrawals from various investments.

The Per Capita law also identifies when an individual is eligible to receive a per capita.

- If enrolled and file a payment request form⁶ by July 1st. *Sec. 9.5-3(b)*.
- If not enrolled, then -
 - Must file an application for enrollment prior to January 31st; and
 - Enrollment must be approved by Oneida Business Committee prior to March 31st; and
 - New member must file a payment request form filed by July 1st. *Sec. 9.5-3(a)*.
- If deceased, must have filed a payment request form by July 1st. *Sec. 9.5-4*.

In addition, minors and incompetent adult payments are addressed in section 9.6 regarding deposits, early withdrawals, and when dispersed.

The Oneida Business Committee received a request to consider authorizing attachments to per capita payments regarding child support arrears. In addition, the Tribe receives tax levies from the federal government from time to time. Finally, there are members who owe a debt to the Tribe regarding a program payment, retail purchase, theft from the Tribe, and on occasion, fines. The Oneida Business Committee considered each of these issues and the public hearing comments as presented by the Legislative Operating Committee. The Oneida Business Committee adopted amendments to the Per Capita law which authorized these three exceptions and prohibited all other attachments. *Sec. 9.4-6*. The law requires attachment requests to be filed with the Judiciary prior to July 1st and the Judiciary to issue attachment orders on or before August 1st. The attachment orders are made in priority order of child support arrears, debt owed to the Tribe, and federal tax levies. If the attachment request is not made by July 1st, there are no exceptions to late filing.

⁴ See, for example, April 9, 1999, Special General Tribal Council minutes regarding minor’s trust funds and pooled accounts.

⁵ The Administrative Procedures Act was superseded by the Legislative Procedures Act adopted by the General Tribal Council by resolution # GTC-01-07-13-A. Both laws delegated authority to the Oneida Business Committee to adopt legislation in conformance with those procedures.

⁶ The payment request form verifies the correct mailing address for the member and identifies whether the member wishes the Tribe to withhold federal taxes from the payment.

Finally, section 9.4-3 of the law requires per capita payments to be made only pursuant to the direction of the General Tribal Council “through adoption of a resolution.” There have been payments made since adoption of the law by motion of the General Tribal Council. In those circumstances, to comply with the Per Capita law, the Oneida Business Committee has adopted a resolution setting forth the per capita payment directive of the General Tribal Council.

Analysis

The petition proposes consideration of a per capita payment. Although it is within the authority of the General Tribal Council to approve such payments, there are three issues with proposed action set forth in the petition.

- The petition language is unclear in regards to its application.
- The petition proposes action which is in violation of tribal law.
- The petition proposes action regarding the exclusion of some members and the special inclusion of other members without identifying why such action is being presented for consideration.

As identified above, the petition has two different interpretations. First, that there are three groups of members – those that do not receive a per capita payment (under age 18), those that receive a \$3000 per capita payment (ages 18 to 61), and those that receive a \$5000 per capita payment (ages 62 and above). A second reasonable interpretation is that there are three groups of members – those that do not receive a per capita payment (under age 18), those that receive a \$3000 per capita payment (ages 18 and above), and those that receive a second per capita payment of \$5000 (ages 62 and above). This must be clarified prior to adoption and in order to have an accurate financial analysis presented.

The second problem with this resolution is that it attempts to amend tribal law without the appropriate amendments to the law being presented which would violate the requirements of the Legislative Procedures Act. The Per Capita law was generated to provide answers to common questions regarding per capita payments in a consistent manner. Further, the law was intended to set forth elements required under federal laws and regulations such as the protection of interests of minors and incompetent adults as well as how a per capita is allocated.

Finally, the petition does not address why some members are left out and some receive a larger or second payment. The federal regulations require the Tribe, in each Revenue Allocation Plan, to identify why these types of deviations from inclusion of all members or equal payments has been made. It may be that this information will be given in the presentations at the General Tribal Council meeting. However, if this is the case, this would be in violation of the Ten Day Notice Policy allowing members to receive the information prior to the meeting in order to have informed discussion and make informed decisions at the meeting.

The petition also called for a per capita payment to be made on December 1, 2015. Although the petition was submitted in mid-June 2015 it is not clear if the necessary documents could have been created and approved in order for such a payment to be made. The per capita payment would have been made in the FY2016 budget which began on October 1st. The FY2016 budget

was not adopted until November 2015. A Revenue Allocation Plan, in the past five years, has taken from 98 to 134 days to receive approval. Reviewing the potential timeline –

- Call a Special General Tribal Council meeting immediately, available date at Radisson, printing and mailing 45-60 days (August 2015)
- Revise the FY2016 budget and present for approval (November 2015 adoption)⁷
- Request approval of Revenue Allocation Plan 90-134 days (March 2016)

Conclusion

Adoption of a per capita payment is reserved to the General Tribal Council under the Per Capita law. The petition presents a request that is within the authority of the General Tribal Council to take up. However, the petition attempts to amend tribal law without following the proper processes and is unclear in regards to its application. Should these two issues be corrected, the General Tribal Council could consider the petition request.

If the action is properly presented for adoption by the General Tribal Council, it will require a two-thirds vote if included in the FY2016 budget or a simple majority vote if included in the FY2017 budget.

Members are encouraged to review the financial analysis regarding the impact on the Tribe in conjunction with this opinion. It is possible that the financial analysis may identify that it is not financially possible to make the requested per capita payment which would result in a motion to adopt the per capita payment out of order.

If you have further questions, please contact me.

⁷ Although it is unrealistic, it is presumed that the FY2016 budget could have been revised to accommodate a \$46 to \$52 million increase within 60 days, including the time it would take to determine the penalties and costs of divesting investments in order to make such a payment.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Accept the legislative analysis for the Nancy Barton petition regarding To open an Emergency Food Pantry.

3. Supporting Materials

Report Resolution Contract

Other:

- 1. 3.
- 2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Heather Heuer, Info Mgmt Specialist/BC Support Office
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 the Tribal Secretary

Location:
 N7210 Seminary Road
 Oneida, WI 54155

Phone: (920)869-2214



Mailing Address:
 P.O. Box 365
 Oneida, WI 54155-0365

Fax: (920)869-4040

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary 

Date: January 7, 2016

Re: Petitioner Nancy Barton: To open an Emergency Food Pantry

The purpose of this memorandum is to provide the Oneida Business Committee (OBC) the status of the analyses for the above referenced petition.

Background

The above referenced petition was submitted to the Tribal Secretary's Office on October 7, 2015, and verified by the Enrollment Department. The petition was submitted to the OBC agenda for the October 28, 2015, meeting.

Status

<i>Analysis</i>	<i>Original Due Date</i>	<i>Extension # and New Due Date</i>	<i>Date Accepted by the OBC</i>
Legislative	Jan. 13, 2016	n/a	
Legal	Jan. 13, 2016	1. Feb. 24, 2016	
Financial	Jan. 13, 2016	1. Feb. 24, 2016	

The legislative analysis for the above referenced petition has been submitted and is ready for acceptance by the OBC.

As indicated in the chart above, the legal and financial analyses are due at the February 24, 2016 regular OBC meeting.

Requested OBC Action

1. Accept the legislative analysis for the Nancy Barton petition regarding an Emergency Food Pantry.

cc: GTC Petitions 2015

**Oneida Tribe of Indians of Wisconsin
Legislative Reference Office**

Krystal L. John, Staff Attorney
Douglass A. McIntyre, Staff Attorney
Taniquelle J. Thurner, Legislative Analyst
Candice E. Skenandore, Legislative Analyst



P.O. Box 365
Oneida, WI 54155
(920) 869-4375
(800) 236-2214
<https://oneida-nsn.gov/Laws>

Statement of Effect
Petition: Food Pantry

Summary

This Petition concerns the establishment and operation of an emergency food pantry containing specific requirements. Additionally, the Petition provides for specific supplies and funding from other Tribal entities.

Submitted by Douglass A. McIntyre, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

On October 7, 2015, a Petition was submitted to the Tribal Secretary's Office and verified by the Enrollment Department. At an Oneida Business Committee meeting on October 28, 2015, the verified petition was accepted and referred to the Legislative Reference Office for a Statement of Effect with a due date of January 13, 2016.

The Petition is a full page containing the specific requirements, but can be broken down into three separate sections:

- Establishing
- Funding and Supplying
- Operating

1. Establishing the Food Pantry

- a. The location of the food pantry be at the now vacant former Tower Foods.
- b. The food pantry be opened on October 1, 2016.
- c. That three (3) positions be filled: a manager and two (2) warehouse workers.
 1. These jobs are Enrolled Oneida members only.
 2. The additional workforce be made of volunteers.

The requirement in (1)(c)(1) that the two (2) warehouse workers be enrolled Oneida members is in conflict with Section III(a) of the Personnel Policies & Procedures. This section provides:

The Oneida Tribe of Indians of Wisconsin is an equal employment opportunity employer and follows non-discriminatory policies and procedures in personnel decisions. However, the Oneida Tribe exists to serve the needs of the Oneida people and therefore accords Oneida Preference to enrolled Oneida Tribal Members where such preference is

not otherwise prohibited. **All General Managers and top administrative positions, as defined by HRD, shall be held by enrolled Tribal members. In all other instances, the Tribe applies the following priorities** of Indian Preference in staffing decisions:

1. Enrolled Oneida Tribal member;
2. Oneida Indians eligible for enrollment in the Oneida Tribe;
3. Documented first generation Oneida descendant;
4. Other Native American Indian;
5. Other (non-Indian).

“Oneida-only” positions have been created through various resolutions and directives of the General Tribal Council and Oneida Business Committee, such as all retail employees or specific positions within gaming. The requested positions do not fall under any of these. Therefore, this portion of the Petition would be in conflict with the Personnel Policies & Procedures. The remaining portion of the Petition establishing a food pantry has no legislative impact on any other current Tribal laws.

2. Funding and Supplying the Food Pantry

- a. The emergency food pantry be funded by:
 1. transferring \$50,000 from Center for Self Sufficiently (Festival Food Cards) to the food pantry.
 2. suspending all food purchases at the Oneida Radisson for meetings, conferences, summits.
 3. transferring any and all other funding sources, including grants to the food pantry.
 4. a reinstatement of the 2008 budget for the food pantry.
- b. The food pantry would be supplied by:
 1. the Oneida Nation Farm providing buffalo, grass-fed beef, eggs, chicken, Tsyunhekwa, Cannery white corn and other products.
 2. the Apple Orchard providing apples.
- c. Additional supplies and equipment be supplied by the Tribe:
 1. A van.
 2. A forklift.
 3. Two (2) dollies.
 4. Freezer.
 5. Refrigerators.
 6. Computer software.
 7. Office supplies.

Without knowing the specific funding source that would be effected by (2)(a)(4) “transferring any and all other funding sources, including grants to the food pantry”, it is impossible to determine if this would have any effect on current law. The remaining portion of the Petition concerning the supplying and funding of the food pantry has no legislative impact on any current Tribal laws.

3. Operating the Food Pantry:

- a. Hours of pickup would be from 9:00 a.m. to 12:00 p.m. Monday through Friday.

- b. The food pantry would have the following restrictions:
 - 1. Will only serve households where an enrolled Tribal member resides.
 - 2. Will only serve those with income guidelines consistent with state and federal eligibility, but with the flexibility to review a case-by-case basis.
 - 3. Circumstances of eligibility include, but are not limited to, interruption of family income, job loss, change in family composition, homelessness.
- c. Reporting policy be implemented:
 - 1. The manager would be required to report quarterly to the Oneida Business Committee.
 - 2. The manager would be required to submit a report form to the General Tribal Council at the annual and semiannual meetings.

The portion of the Petition concerning the operation of the food pantry does not conflict with and has no legislative impact on any other current Tribal laws.

Conclusion

The Petition does not have an impact on current legislation except in potentially two (2) areas. First, the language providing that the warehouse worker positions be Oneida-only is in conflict with the priority list found within the Personnel Policies & Procedures. However, this could be remedied by General Tribal Council clarifying that these positions are Oneida-only in the adopting resolution. Second, the vague language concerning the transfer of funding sources makes it impossible to determine what current laws, if any, might be affected.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Request for legal opinion from 11/25/2015 BC Meeting.

XII. New Business

B. Approve request to make Oneida Vendor List available to any enrolled Tribal member upon request and that it include names of entity and individual(s) who own and operate it.

Motion by Lisa Summers to defer the request to make the Oneida Vendor List available to any enrolled Tribal member upon request and that it include names of entity and individual(s) who own and operate it to the Law Office for a legal opinion to be brought back in thirty (30) days, seconded by Jennifer Webster. Motion carried unanimously.

- 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

ONEIDA LAW OFFICE

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P.O. BOX 109
ONEIDA, WISCONSIN 54155

PATRICIA M. STEVENS GARVEY
KELLY M. MCANDREWS
MICHELLE L. MAYS
ROBERT W. ORCUTT

(920) 869-4327

FAX (920) 869-4065

MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel

DATE: January 5, 2016

SUBJECT: Opinion – Request for Vendor List – Member Request



A member has requested the Oneida Business Committee to consider a motion to direct the “Oneida Nation Vendor List” made available to any member upon request. The list is requested to contain the “name of the entity and the individual(s) who operate and own it.” You have requested a legal opinion regarding consideration of this request.

Analysis

The request identifies an “Oneida Nation Vendor List.” I am not sure what this is referencing. If this is the Indian Preference vendor list, that document is published on the Tribe’s internal website and contains the following information for vendors who have been certified as Indian Preference vendors.

- Name of company
- Address
- Phone, fax and e-mail contact
- Services provided
- Type of preference registration

In order to certify a vendor, the Indian Preference in Contracting law requires businesses to submit specific information in order to verify qualifications and eligibility. *Sec. 57.6*. This information is subject to the Open Records and Open Meetings law under the following conditions –

“In accordance with the Open Records and Open Meetings law, general, non-proprietary and non-private information provided for the purposes of acquiring certification shall be considered open records and available for public inspection.” *Sec. 57.6-8*.

To the extent that the names of the individuals who “operate and own” a business is public information, that can be made available.

If this is regarding all the vendors the Tribe engages with, the Accounting Department has a different set of vendors. This is not a public list and not published. It would simply be a list of every person or business who has received a non-employment related check from the Tribe. However, the Tribe does not obtain or maintain information regarding the individuals who own or operate the business.

In addition to the above, it is not clear what “operating” a business refers to in the request. Certainly in regards to a sole ownership with the owner as the only employee this would be clear. But, in a larger business what is meant by operating the business? Is this the president or chief executive officer or any employee or the representative assigned to the Tribe’s account?

Recommendations

The Indian Preference Vendor List can be made available on the Tribe’s website. It is recommended that this this list be moved from the internal posting to the website to make it more available to members.

The list of vendors utilized across the Tribal organization is not a public list. It is not clear if this would violate the Open Records and Open Meetings law regarding section 7.4-1(b) contracts which specifically prohibit disclosure or section 7.4-1(e) trade secrets, commercial or financial information disclosure may cause competitive harm, i.e., will disclosure of the Tribe’s vendors it does business with result in an inability to identify vendors to contract with for services or the cost of those services increasing. Questions of this sort should be answered by the record holder, in this case the Finance Department.

If you have further questions, please contact me.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16
~~12 / 23 / 15~~

EXCERPT FROM DECEMBER 23, 2015: Motion by Lisa Summers to defer this item to the January 13, 2016, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Additional Requestor:

Additional Requestor:

Oneida Business Committee Agenda Request

6. Cover Memo:

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

On December 4, 2015 Councilman Tehassi Hill had requested information on the acceptance of Tribal ID cards for the purchase of age restricted product, and Secretary Lisa Summers had requested that this item be placed on the OBC Agenda. The memo is attached.

- 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 - Retail

Interoffice

MEMORANDUM

To: Oneida Business Committee
From: Michele Doxtator, Retail Area Profit Manager *Michele Doxtator*
Date: December 14, 2015
Subject: Acceptance of Tribal IDs for Age Restricted Product

With the installation of the new Point of Sale (POS) in September 2015 Oneida Retail took the position that the only acceptable identification card (ID) that would be accepted is the WI Driver's license for age restricted product.

Our intention is to continue to be responsible retailers by restricting age restricted product to those adults who are old enough to purchase. The Wisconsin license and the Wisconsin ID has a number of items that the Tribal ID lacks

- Bar code that scans, alerting the Associate if the customer is not of age to make the purchase
- ID is portrait, if the person is under the age of 21, landscape for those older than 21
- Current photo
- Expiration Date
- Holographic on ID

Oneida Retail would like to work with the Trust/Enrollment Committee to upgrade the Tribal ID to meet the same standards as the WI ID card.

When the POS was installed there was some miss-communication between Retail Administration and the Location Managers and Associates. The Laws require that anyone who appears to be under the age of 27 be carded; however our Associates began carding everyone regardless of appearances. At this time our Associates are using their best judgment and carding customers who appear to be under the age of 27.

Cc Trust and Enrollment Committee
Retail Administration

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 1 / 13 / 16

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:

Would like Business Committee approval of the Green Bay Metropolitan Sewerage District-Silver Creek Cost-Share Agreement as it contains waivers 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:

Patrick Pelky, Division Director/EHS

Primary Requestor/Submitter: Michael Finney, Eco-Services Manager
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Submitted by: Brenda Skenandore, Office Manager/Environmental Health & Safety
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Purpose:

The purpose is have an agreement with the Green Bay metropolitan Sewage District to terminate deed restrictions if the Tribe buys land with those restrictions on them.

Background:

As part of the Silver Creek Pilot Watershed project the farm operators in the watershed are receiving funds to put in various best practices for perpetuity and thus will have those requirements put onto their deeds.

The Oneida Law office requested an agreement between the Oneida Tribe and GBMSD/NewWater (which is providing the funding and instituting the deed restrictions) that if the Oneida Tribe begins the process to purchase a new property with those deed restrictions on them GBMSD has agreed to "terminate" those "deed restrictions".

Action required:

Approve agreement so that it can be signed.

- 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: Mike Finney
Environmental Health & Safety

Use this number on future correspondence:

2015-1190

FROM: James R. Bittorf, Deputy Chief Counsel



DATE: November 24, 2015

RE: Green Bay Metropolitan Sewerage District-Silver
Creek Cost-Share Agreement

Purchasing Department Use

Contract Approved

Contract Not Approved

(see attached explanation)

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

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

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ This Agreement requires Business Committee approval prior to execution because it contains waivers of sovereign immunity. In particular, paragraph 2 states, "Each party may prosecute a proceeding in any court of competent jurisdiction against the other party who has violated, or is attempting or threatening to violate, any of the terms of this Agreement and may enjoin any such violation or breach, and may prosecute any and all remedies permitted to such party at law or in equity." In addition, paragraph 3(d) states, "The Tribe specifically waives sovereign immunity and consents to suit in Brown County Circuit Court solely for the limited purpose of compelling enforcement of the provisions of this Agreement or enforcement of any arbitration award against the Tribe rendered pursuant to this Agreement."

AGREEMENT REGARDING
SILVER CREEK COST-SHARE AGREEMENTS

This Agreement ("Agreement") is made as of the ____ day of October, 2015 by and between the GREEN BAY METROPOLITAN SEWERAGE DISTRICT ("GBMSD"), and THE ONEIDA TRIBE OF INDIANS OF WISCONSIN, a federally recognized and treaty tribe (the "Tribe").

WITNESSETH:

WHEREAS, in connection with its obligations under the Great Lakes Restoration Initiative ("GLRI") Grant Program, GBMSD has entered, or will enter into, certain agreements with Silver Creek watershed private landowners (the "Cost-Share Agreements"), pursuant to which GBMSD agrees to provide cost share funds to participating landowners in return for the installation, operation and maintenance of best management practices ("BMPs") designed to achieve improved water quality standards in the watershed;

WHEREAS, to address the "permanency" requirement that is a condition of GBMSD's GLRI Grant, the Cost-Share Agreements implement certain use restrictions and BMP maintenance obligations that constitute covenants that "run with the land" and each Cost-Share Agreement will be recorded against the property upon which such BMPs are installed and maintained (each, a "Property" and collectively, the "Properties");

WHEREAS, the Tribe may in the future be interested in acquiring one or more of the Properties, but are unable to take title to such Properties if they are encumbered by a Cost-Share Agreement; and

WHEREAS, GBMSD and the Tribe desire to enter into this Agreement to document their agreement as to the termination and replacement of the Cost-Share Agreements in the event that the Tribe intends to acquire title to one or more of the Properties.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Cost-Share Agreements. In the event that the Tribe desires to acquire title to one or more of the Properties, the Tribe shall provide GBMSD with written notice of such proposed acquisition not less than ten (10) business days prior to the closing date. Such notice shall identify the Property to be acquired (the "Target Property") and the date upon which the Tribe intends to close upon the purchase of such Target Property. At closing, the Tribe shall deliver to GBMSD an executed amendment to the existing Cost-Share Agreement between the Tribe and GBMSD (the "Existing Oneida Agreement"), in form and substance acceptable to GBMSD in its reasonable discretion, which incorporates the Target Property into the description of the property subject to the Existing Oneida Agreement. Upon receipt of such amendment, GBMSD shall deliver to the Tribe a written instrument terminating the Cost-Share Agreement encumbering the Target Property and promptly record a copy of such termination with the Register of Deeds Office for the County in which the Target Property is located.

2. Enforcement. Each party may prosecute a proceeding in any court of competent jurisdiction against the other party who has violated, or is attempting or threatening to violate, any of the terms of this Agreement and may enjoin any such violation or breach, and may prosecute any and all remedies permitted to such party at law or in equity. This enforcement right shall include, but not be limited to, the right to bring an action (1) to enforce the terms of this Agreement, and/or (2) to enjoin non-compliance by appropriate injunctive relief; or any combination of the these remedies.

3. Dispute Resolution.

(a) Negotiation. If either party believes the other has failed to comply with the requirements of this Agreement, or if any controversy, claim or dispute arises out of or relates to this Agreement (a "Dispute"), then either party may initiate negotiation by serving a written notice on the other identifying the specific provision or provisions of the Agreement in dispute and specifying in detail the factual basis for any alleged non-compliance and/or the interpretation of the provision of the Agreement. Within thirty (30) days of service of such notice, representatives designated by each party shall meet in an effort to resolve the Dispute through negotiation.

(b) Mediation. If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a Dispute over the proper interpretation of any provision of this Agreement, the parties may agree in writing to settle the Dispute by non-binding mediation.

(c) Arbitration. If a Dispute is not resolved within ninety (90) days of service of notice as provided for in Section 3(a), above, either party may serve on the other a written demand for arbitration, and the dispute shall thereafter be resolved by arbitration which shall be conducted in conformance with the rules set forth below and such other rules as the parties may in writing agree. The demand for arbitration shall be in writing, shall set forth a short statement of the factual and legal basis for the claim and be served on the other party by either certified mail or personal service.

(i) Arbitration Panel. Each party shall appoint one (1) arbitrator. The two party-appointed arbitrators shall then appoint a third arbitrator, and the three (3) arbitrators shall constitute the panel.

(ii) Proceedings and Award. All arbitration proceedings shall be confidential, except as may be necessary for judicial enforcement of this dispute resolution provision or for confirmation of and arbitration award. The arbitrators may conduct such evidentiary or other hearings as they deem appropriate. The arbitrators shall base their decision and award on Wisconsin law and shall have the authority to award any remedy or relief that a court of competent jurisdiction could order, including specific performance and injunctive relief. The arbitrator's decision and award shall be in writing. In rendering such decision and award, the arbitrator shall not add to, subtract or otherwise amend the provisions of this Agreement.

(iii) Cost of Arbitration. The parties share the cost of arbitration (i.e. arbitrator's compensation, filing fees and other administrative fees) with one-half (1/2) of the cost charged to GBMSD and one-half (1/2) of the cost charged to the Tribe. Each party shall bear its own expenses, including but not limited to its attorney's fees. In any action to enforce, modify or set aside the arbitrator's decision and award, the prevailing party shall be entitled to recovery of its costs, including reasonable attorney's fees approved by the court.

(d) Limited Waiver of Immunity. The Tribe specifically waives sovereign immunity and consents to suit in Brown County Circuit Court or Outagamie County Circuit Court solely for the limited purposes of compelling enforcement of the provisions of this Agreement or enforcement of any arbitration award against the Tribe rendered pursuant to this Agreement. Nothing in this Agreement shall be construed as granting the Tribe immunity from enforcement actions brought by the United States to enforce the terms of this Agreement.

4. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. No delay or omission by any of the parties hereto to exercise any right or power occurring upon any non-compliance or failed performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by another, shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement contained herein. This Agreement may be executed in any number of counterparts, any or all of which may contain the signature of any one of the parties, and all of which shall be construed together as a single instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement to take effect as of the date first above written.

GBMSD:

TRIBE:

Green Bay Metropolitan Sewerage District

The Oneida Tribe of Indians of Wisconsin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Morning Star Institute (Suzan Harjo) request to join the amici brief

Agenda Header: _____

Accept as Information only

Action - please describe:

Trust Director is requesting OBC support for the OBC or the Trust/Enrollment Committee to sign on as a friend to the amici brief on the Native case, Blackhorse et al v. Pro Football, Inc.

3. Supporting Materials

Report Resolution Contract

Other:

1. Email from Suzan Harjo dated 12/28/2015 3. _____

2. _____ 4. _____

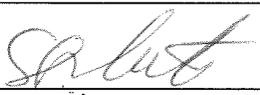
Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Brandon Stevens, Council Member

Primary Requestor/Submitter: Susan White, Trust Director 
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 Trust Director is requesting the OBC to sanction support for the OBC or the Trust/Enrollment Committee to sign onto the amici brief of the Native case, Blackhorse et al v. Pro Football, Inc. here is a brief background.

In 2006, Native young people filed the Blackhorse case before the US Patent & Trademark Office, seeking cancellation of the six existing trademark registrations granted to Pro Football, Inc., owners of the Washington NFL franchise, between 1967 and 1990. The Blackhorse case was held in abeyance until the conclusion of the lawsuit that Blackhorse and six other Native people filed in 1992, Harjo et al v. Pro Football, Inc. In 1999, they won an unanimous decision by the three-judge panel of the PTO's Trademark Trial & Appeal Board, which cancelled the registrations, pending appeal. Pro Football appealed the federal district court in DC, where the judge overturned the trademark judges' ruling on a technicality, laches, which the judge decided meant the length of time between each of the youth turning 18 and filing their lawsuit. The Court of Appeals upheld the technicality, but did not rule on the merits of the case, and the Supreme Court did not grant the petition for review, ending their case at the end of 2009. When Suzan Harjo saw the way things were going with the possible laches loophole, she began recruiting young Native people who would be between the ages of 18 to 24 in 2006 and would not have the identified laches issue. The Blackhorse case is identical to the Harjo case, except for the ages of the plaintiffs. Because the Blackhorse case used the same historical record as the Harjo case, its movement was expedited through the PTO phase of litigation. The Blackhorse plaintiffs won before the PTO's TTAB in 2014. Pro Football appealed the decision to the federal district court for the eastern district of Virginia, which ruled in 2015 for the Native side on a motion for summary judgment. Pro Football appealed that decision to the Fourth Circuit Court of Appeals, which will hold a trial in 2016.

The Morning Star Institute has asked the Powers law firm (Powers, Pyles, Sutter & Verville PC) to represent the amici effort, which is being headed by the National Congress of American Indians and Morning Star. The Native American Rights Fund is serving as Powers' co-counsel. The amici brief that Powers and NARF are preparing on behalf of Native American organizations will focus on the disparagement issue: that the word "Red**Ins" and the name of the Washington NFL team are the same term of disparagement about Native nations and individuals. The brief will focus on the significance of the "use" of the term, as opposed to the history of the term that is relied upon in another brief, and that the word has been used to disparage Native American peoples. Amici brief will incorporate the psychological studies of the impact of the word on youth and a brief response to the ACLU argue that the disparagement standard violates the First Amendment. Finally, we will establish that the Native organizations that are amici on this brief are more representative of Native American views than the ones on the brief already filed in support of Pro Football.

The Trust Director requests the OBC take action and sanction support for the OBC or the Trust/Enrollment Committee to sign onto the amici brief of the Native case, Blackhorse et al v. Pro Football, Inc and respectfully asks if all future amici brief requests need to go to the OBC for sanction?

- 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

On Dec 28, 2015, at 4:51 AM, Suzan Harjo <suzanharjo@mac.com<mailto:suzanharjo@mac.com>> wrote:

December 28, 2015

Dear Susan and Steven,

I'm writing to ask you to join an amici effort in support of the Native side of the case, Blackhorse et al v. Pro Football, Inc. For those who may wish to have an orientation about the case, here is a brief backgrounder. In 2006, Native young people filed the Blackhorse case before the US Patent & Trademark Office, seeking cancellation of the six existing trademark registrations granted to Pro Football, Inc., owners of the Washington NFL franchise, between 1967 and 1990. The Blackhorse case was held in abeyance until the conclusion of the lawsuit that I and six other Native people filed in 1992, Harjo et al v. Pro Football, Inc. In 1999, we won an unanimous decision by the three-judge panel of the PTO's Trademark Trial & Appeal Board, which cancelled the registrations, pending appeal. Pro Football appealed the federal district court in DC, where the judge overturned the trademark judges' ruling on a technicality, laches, which the judge decided meant the length of time between each of us turning 18 and filing our lawsuit. The Court of Appeals upheld the technicality, but did not rule on the merits of the case, and the Supreme Court did not grant our petition for review, ending our case at the end of 2009. When I saw the way things were going with the possible laches loophole, I began recruiting young Native people who would be between the ages of 18 to 24 in 2006 and would not have the identified laches issue. The Blackhorse case is identical to the Harjo case, except for the ages of the plaintiffs. Because the Blackhorse case used the same historical record as the Harjo case, its movement was expedited through the PTO phase of litigation. The Blackhorse plaintiffs won before the PTO's TTAB in 2014. Pro Football appealed the decision to the federal district court for the eastern district of Virginia, which ruled in 2015 for the Native side on a motion for summary judgment. Pro Football appealed that decision to the Fourth Circuit Court of Appeals, which will hold a trial in 2016.

The Morning Star Institute has asked the Powers law firm (Powers, Pyles, Sutter & Verville PC) to represent our amici effort, which is being headed by the National Congress of American Indians and Morning Star. The Native American Rights Fund is serving as Powers' co-counsel. The amici brief that Powers and NARF are preparing on behalf of Native American organizations will focus on the disparagement issue: that the word "Red**Ins" and the name of the Washington NFL team are the same term of disparagement about Native nations and individuals. The brief will focus on the significance of the "use" of the term, as opposed to the history of the term that is relied upon in another brief, and that the word has been used to disparage Native American peoples. We will incorporate the psychological studies of the impact of the word on youth and a brief response to the ACLU argument that the disparagement standard violates the First Amendment. Finally, we will establish that the Native organizations that are amici on this brief are more representative of Native American views than the ones on the brief already filed in support of Pro Football.

Thank you for your prompt response to our request to join our amici effort. Please email your approval to me, along with a description of your organization, and I will send both to the attorneys. As soon as we have our core group of amici, the lawyers will circulate a draft brief.

Aho. Mvto.

Suzan

Suzan Shown Harjo, President
The Morning Star Institute

NOTICE: All email sent to or from the Boston Common Asset Management, LLC email system may be retained, monitored, and/or reviewed by BCAM personnel. The contents of this email and any attachments, which are being sent by Boston Common Asset Management, are confidential. Unauthorized dissemination, copying, or other use thereof is strictly prohibited. If you have received this email in error, please notify the sender by return email or call 617-720-5557 and destroy all copies of the message and any attachments

NOTICE: All email sent to or from the Boston Common Asset Management, LLC email system may be retained, monitored, and/or reviewed by BCAM personnel. The contents of this email and any attachments, which are being sent by Boston Common Asset Management, are confidential. Unauthorized dissemination, copying, or other use thereof is strictly prohibited. If you have received this email in error, please notify the sender by return email or call 617-720-5557 and destroy all copies of the message and any attachments

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

See Memo from Ho-Chunk and emai from Intergovermenta Affairs Office
Retro Approval of Correspondence Letter of the opposition of Wisconsin Bill AB 620

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Ho-Chunk is requesting help from Oneida Tribe in their efforts to oppose AB 620 by attending a rally in Madison on January 12 .

Retro Approval of Correspondence Letter of the opposition of Wisconsin Bill AB 620

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

Lora L. Skenandore

From: Nathaniel S. King
Sent: Monday, January 04, 2016 9:19 AM
To: Cristina S. Danforth; Lisa M. Summers; Patricia M. King
Cc: Dawn M. Moon-Kopetsky; Lora L. Skenandore; Brian A. Doxtator; Lisa A. Liggins; Brandon L. Yellowbird-Stevens; Ronald W. Hill; David P. Jordan; Jennifer A. Webster; Fawn J. Billie; Tana D. Aguirre; Racquel L. Hill
Subject: Oneida/Ho Chunk Meeting Last Week
Attachments: LRB 2890.pdf; ATT00001.htm; LRB 4067 &LRB 2890 Letter.docx

Good Morning-

On Wednesday, December 30th, Councilmember Stevens, Hill, Jordan and Webster met with Legislator Greg Blackdeer from the Ho Chunk Nation. They have requested support from the Oneida Tribe in any form that is deemed appropriate in their efforts to save the mounds. The draft legislation is now AB 620 and has 11 co-sponsors. In addition, the Ho Chunk is planning a rally on January 12th in Madison. They are asking we show our support by attending. Also, they have requested, via Kerry Metoxen, that Oneida veterans attend with Oneida's flag. Kerry is willing to attend and is seeking approval to attend. At the meeting, Greg indicated they will be sending us more information on the rally.

As I gathering more information on the legislation and rally, I will provide an update.

Thanks

Nathan

From: Nathaniel S. King
Sent: Wednesday, December 30, 2015 1:37 PM
To: Jennifer A. Webster; David P. Jordan; Brandon L. Yellowbird-Stevens
Subject: FW: Cosponsorship of LRB 2890/1--relating to: requirements for cataloged burial sites.

This is the LRB draft bill that Ho Chunk will reference today. Also, I anticipate they will ask for support for the rally they are planning in Madison on January 12th or 13th.

I invited Corina Williams to the meeting, she is Oneida's Historic Preservation Officer that can answer any technical on burial sites, etc.

Thanks

Nathan

From: Forbes McIntosh [<mailto:forbes@wis-gps.com>]
Sent: Thursday, December 10, 2015 9:43 AM
To: Tana D. Aguirre; Nathaniel S. King
Cc: Ann Gryphan
Subject: FW: Cosponsorship of LRB 2890/1--relating to: requirements for cataloged burial sites.

I believe we are going to care about this bill (oppose)....



HO-CHUNK NATION

OFFICE OF THE PRESIDENT

December 10, 2015

TO: All Wisconsin Legislators
FROM: President Wilfrid Cleveland, Ho-Chunk Nation
RE: Indian Burial Mound Desecration Legislation, LRB-4607 & LRB-2890

Dear Legislators,

Yesterday Senator Chris Kapenga and Representative Robert Brooks sent you a request to co-sponsor LRB-4607 & LRB-2890 which drastically changes Wisconsin's Burial Sites Preservation law. **I am urging you NOT to co-sponsor this legislation!**

This legislation is an affront to every tribe and every individual native person in the state. The authors' co-sponsorship memo inaccurately characterizes it as correcting a problem with current law and to also reign in "regulatory overstep" of the State Historical Society. Current law does what it was intended to do, identify, preserve and protect undocumented human burials, namely, Indian burial mounds and other native burial sites.

This legislation is being done for Wingra Stone Company who has been in a dispute with the State and Ho-Chunk Nation for a numbers of years. Wingra wants to destroy the last mound of the Ward Mound Group located in Dane County so it can mine the aggregate from a three acre parcel containing the mound. Over 80% of the mounds that once dotted the land in Wisconsin have already been destroyed due to development. It has only been since 1986 that state law has sought to protect Indian burial mounds and now, LRB-4607 & LRB-2890 propose to scrap these important protections.

Indian burial mounds are sacred to the Ho-Chunk Nation for religious and cultural reasons. Mounds are also a historical treasure for the State of Wisconsin. Please do not allow this desecration of our ancestors to occur.

Please do not co-sponsor or support this legislation in any manner.

Thank you!

Wilfrid Cleveland

It is my understanding from the Potawatomi lobbyist the legislator is introducing this proposal for “Wingra Stone.” Their Town of Westport \ Dane County facilities are near burial mounds.

From: Schaefer, Christopher

Sent: Wednesday, December 09, 2015 3:07 PM

To: *Legislative All Assembly <ALLASM@legis.wisconsin.gov>; *Legislative All Senate <ALLSEN@legis.wisconsin.gov>

Subject: Cosponsorship of LRB 2890/1--relating to: requirements for cataloged burial sites.

CO-SPONSORSHIP MEMORANDUM

To: All Legislators

From: Representative Robert Brooks; Senator Chris Kapenga

Date: Wednesday, December 9, 2015

Re: Co-sponsorship of LRB-2890/1 —relating to: requirements for cataloged burial sites.

Deadline: Wednesday, December 16, 2015 by 12:00 P.M.

The Wisconsin Landowners Rights Initiative would make long overdue reforms to the state’s Burial Sites Preservation law, which is administered by the State Historical Society (SHS). The law sets procedures to identify, catalog and preserve previously undocumented human burials in Wisconsin. Once private property is placed on the SHS burial sites catalog, it can no longer be used for commercial purposes.

The current law is outdated and unnecessarily complex, leading to situations where the SHS has exceeded its regulatory authority. For example, there have been cases where the SHS has identified and cataloged burial sites on privately-owned land without establishing the existence of human remains, thus severely limiting the right of that property owner to utilize that property. Such regulatory overstep stifles economic growth and the development of commercial land.

While LRB-2890 will maintain the SHS’ mission to protect human burial sites and preserve history for future generations, it will also make common-sense reforms to current law to help ensure private property is not wrongly placed on the SHS burial site catalog and essentially frozen from use.

Under the bill, the SHS would be:

1. Required to issue to a landowner a permit to investigate a cataloged burial site with ground penetrating radar or other archaeological methods. If no evidence of human remains is found, the SHS must remove the property from the catalog; and
2. Prohibited from placing any privately-owned land in the burial site catalog unless the agency establishes the existence of human remains at the site.

The legislation is supported by Wingra Stone Company, Wisconsin Manufacturers and Commerce, the Wisconsin Ready Mixed Concrete Association, the Wisconsin Builders Association, and the Aggregate Producers of Wisconsin.

If you are interested in co-sponsoring this legislation, please reply to this e-mail or call Representative Rob Brooks' office at 7-2369 by 12:00 P.M on Monday, December 14, 2015.

Analysis by the Legislative Reference Bureau

This bill establishes procedure for owners of burial sites that are currently cataloged by the director of the State Historical Society and owners of certain land contiguous to cataloged burial sites to challenge the existence of human remains in the burial site. Current law requires the director to identify and record in a catalog the burial sites and, for land not platted for use as a cemetery, sufficient contiguous land necessary to protect burial sites from disturbance. Subject to certain exceptions, the disturbance of burial sites and cataloged land contiguous to burial sites is prohibited.

Under this bill, the director must issue a permit for the investigation of a cataloged burial site to the owner of the burial site or to the owner of the cataloged land contiguous to the burial site if the burial site was cataloged before the date the bill becomes law and the owner disputes the existence of human remains in the burial site and applies for a permit. An owner issued permit under the bill may, at the owner's own expense, investigate the site for evidence of human remains using investigational methods set forth in the bill. If the investigation finds no evidence of human remains in the burial site, the director is required to remove the burial site and contiguous land from the catalog.

For land that is cataloged on or after the date on which the bill becomes law, the bill provides that no burial site on private property and no private land that is contiguous to a burial site may be cataloged unless the director establishes that human remains are present in the burial site based on investigational methods set forth in the bill.



State of Wisconsin
2015 - 2016 LEGISLATURE

LRB-2890/1
MPG:klm

2015 BILL

1 **AN ACT to amend** 157.70 (2r) and 157.70 (5) (a); and **to create** 157.70 (5g) and
2 157.70 (5r) of the statutes; **relating to:** requirements for cataloged burial sites.

Analysis by the Legislative Reference Bureau

This bill establishes a procedure for owners of burial sites that are currently cataloged by the director of the State Historical Society and owners of certain land contiguous to cataloged burial sites to challenge the existence of human remains in the burial site. Current law requires the director to identify and record in a catalog burial sites and, for land not platted for use as a cemetery, sufficient contiguous land necessary to protect burial sites from disturbance. Subject to certain exceptions, the disturbance of burial sites and cataloged land contiguous to burial sites is prohibited.

Under the bill, the director must issue a permit for the investigation of a cataloged burial site to the owner of the burial site or to the owner of cataloged land contiguous to the burial site if the burial site was cataloged before the date the bill becomes law and the owner disputes the existence of human remains in the burial site and applies for a permit. An owner issued a permit under the bill may, at the owner's own expense, investigate the site for evidence of human remains using investigational methods set forth in the bill. If the investigation finds no evidence of human remains in the burial site, the director is required to remove the burial site and contiguous land from the catalog.

For land that is cataloged on or after the date on which the bill becomes law, the bill provides that no burial site on private property and no private land that is contiguous to a burial site may be cataloged unless the director establishes that human remains are present in the burial site based on investigational methods set forth in the bill.

BILL

For further information see the *state* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 157.70 (2r) of the statutes is amended to read:

2 157.70 (2r) SITE DISTURBANCE PROHIBITED. Except as provided under subs. (4)
3 and, (5), (5g), and (5r) and ss. 157.111 and 157.112, no person may intentionally cause
4 or permit the disturbance of a burial site or cataloged land contiguous to a cataloged
5 burial site. This subsection does not prohibit normal agricultural or silvicultural
6 practices which do not disturb the human remains in a burial site or the surface
7 characteristics of a burial site.

8 **SECTION 2.** 157.70 (5) (a) of the statutes is amended to read:

9 157.70 (5) (a) No Except as provided under subs. (5g) and (5r), no person may
10 intentionally cause or permit the disturbance of a cataloged burial site or the
11 cataloged land contiguous to a cataloged burial site without a permit from the
12 director issued under this subsection.

13 **SECTION 3.** 157.70 (5g) of the statutes is created to read:

14 157.70 (5g) INVESTIGATIONS OF CERTAIN CATALOGED BURIAL SITES. (a) The director
15 shall issue a permit for the investigation of a cataloged burial site under par. (b) to
16 the owner of that burial site or to the owner of cataloged land contiguous to that
17 burial site within 30 days after receiving an application for a permit under this
18 subsection if all of the following conditions are satisfied:

19 1. The burial site was cataloged before the effective date of this paragraph

20 [LRB inserts date].

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

January 7, 2016

Representative Jim Steineke
Room 115 West
State Capitol
P.O. Box 8953
Madison, WI 53708

COPY

Dear Representative Steineke:

On behalf of the Oneida Tribe of Indians of Wisconsin, we are united with the other Tribes in opposing the legislation being introduced by Senator Kapenga and Representative Brooks regarding changes to the Wisconsin Burial Site Preservation law. Each tribe in Wisconsin has sacred sites that could be devastated by this legislation.

Tribal culture and our relationship with the land predate European settlement and reservation boundaries. Therefore, many of these sacred sites are located on privately owned land or land not controlled by the Tribes. It is our responsibility and yours to defend these sacred places against desecration or destruction.

The protection of our sacred sites is not done solely out of a desire to preserve our culture and history. For many of us, these sites we find sacred are the places where our ancestors conducted our religious ceremonies, including the religious ceremonies for the burials of loved ones. We feel that to disturb these areas is not only offensive but extremely sacrilegious.

As a State Representative for the Oneida Tribe, we hope you can empathize with our concerns, carefully consider them, and vote against this bill.

Thank you for your time and attention to this very important matter.

Sincerely,

Cristina Danforth, Chairwoman
Oneida Tribe of Indians of Wisconsin

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

BC review and approval of compliance updates for the following: BC 401(k) Plan and the Public Safety Pension Plan along with their accompanying resolutions

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: Submitted by: Denise Vigue, Executive Assistant/Finance
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:

These documents are to file amendments to our retirement plan documents in order to maintain compliance with IRS regulations. This is an annual review and restatement - drafted by our outside legal counsel, Yoder & Langford. After approval, we will need to file signed copies with the IRS by 1/31/16..

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: Terry A. Cornelius
Finance Department

Use this number on future correspondence:

FROM: James R. Bittorf, Deputy Chief Counsel

2016-0006

DATE: January 6, 2016

RE: 401(k) Plan-Business Committee

JMB

<i>Purchasing Department Use</i>
<input checked="" type="checkbox"/> Contract Approved
<input type="checkbox"/> Contract Not Approved <i>(see attached explanation)</i>

JMB

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

The attached documents have 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.
- ✓ The documents were prepared by Yoder & Langford, P.C., and the Tribe relies upon the advice of Yoder & Langford, P.C. with respect to compliance with applicable federal laws and regulations.

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 possible.

BC Resolution # _-_-_-
Resolution to Restate the Business Committee 401(k) Savings Plan documents and Submit Plan to the Internal Revenue Service

- 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 Tribe sponsors the Oneida Tribe of Indians of Wisconsin Business Committee 401(k) Savings Plan (the "Plan"); and
- WHEREAS,** the Plan is a governmental tax-qualified retirement plan, operated in accordance with the exemptions extended to governmental retirement plans pursuant to Section 414(d) of the Internal Revenue Code and Section 2(32) of the Employee Retirement Income Security Act of 1974; and
- WHEREAS,** the Plan has been amended on multiple occasions and was approved by the Internal Revenue Service ("IRS") on October 23, 2012; and
- WHEREAS,** legal counsel has advised that the Plan documents should be amended and restated in its entirety to incorporate the most recent amendment and make certain other compliance changes, in order to apply for an updated IRS ruling in accordance with the IRS' governmental plan application deadlines; and
- WHEREAS,** legal counsel has prepared an amended and restated Plan document, as well as an amended and restated Trust Agreement, and recommends approval of said Plan documents; and
- WHEREAS,** legal counsel advises that the amended and restated Plan documents contain no benefit or design changes at this time; and
- WHEREAS,** legal counsel recommends that the amended and restated Plan documents be submitted to the IRS for an update of the Plan's 2012 determination letter; and
- NOW THEREFORE BE IT RESOLVED,** that the Oneida Business Committee hereby authorizes and approves the amended and restated Plan document and the related Trust Agreement, in the form presented to the Oneida Business Committee this date and together with any technical, legal or compliance related revisions as may be necessary prior to execution.
- BE IT FURTHER RESOLVED,** that the Oneida Tribe Finance Department shall continue to serve as Trustee of the Plan, in accordance with the terms of the Plan and the Trust Agreement.

BE IT FURTHER RESOLVED, that the Chair or Vice-Chair of the Business Committee shall be, and hereby is, authorized and directed to execute the amended and restated Plan document and Trust Agreement on behalf of the Tribe.

BE IT FURTHER RESOLVED, that the Oneida Business Committee hereby authorizes the submission of the amended and restated Plan to the IRS no later than January 31, 2016.

BE IT FINALLY RESOLVED, that the actions taken by Tribal officers and personnel in connection with the matters addressed in these resolutions be, and hereby are, ratified, confirmed and adopted as actions of the Oneida Tribe of Indians of Wisconsin.

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
BUSINESS COMMITTEE 401(K) SAVINGS PLAN**

**AMENDED AND RESTATED
TRUST AGREEMENT**

Original Effective Date: January 1, 2001
Restatement Effective Date: January 1, 2016

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TRUST AGREEMENT

Effective January 1, 2001, the Oneida Tribe of Indians of Wisconsin, a federally recognized Tribal government (the "Employer"), established the Oneida Business Committee Retirement Plan, now known as the Oneida Tribe of Indians of Wisconsin Business Committee 401(k) Savings Plan, in order to assist employees in providing for their retirement years. By this instrument, the Employer intends to amend and restate the provisions of the Oneida Tribe of Indians of Wisconsin Business Committee 401(k) Savings Plan relating to the Trust Fund, in the form of this Trust Agreement, effective as of January 1, 2016. This Trust Agreement is entered into by and between the Employer and the Oneida Tribe of Indians of Wisconsin Finance Department, referred to herein as the "Trustee." This Trust Agreement is being entered into in connection with the amendment and restatement of the Oneida Tribe of Indians of Wisconsin Business Committee 401(k) Savings Plan ("Plan").

PREAMBLE

By this instrument, the Employer desires the Trustee to continue to hold, invest and administer the Trust Fund. In consideration of the premises and mutual covenants herein contained, the Trustee agrees to act as such subject to the terms and provisions of this Trust Agreement.

Throughout this Trust Agreement certain defined terms, which will be identified by the capitalization of each word or substantive word of a phrase, will be used. Such terms shall have the meanings ascribed to them in the Plan unless the context in which said words are used or the express provisions of this Trust Agreement provide otherwise.

ARTICLE I **ESTABLISHMENT OF TRUST RELATIONSHIP**

1.1 ACCEPTANCE OF TRUST.

The Trustee hereby accepts the continuation of this trust as evidenced by the Trustee's execution of this amended and restated Trust Agreement. This trust shall continue to be known as the "Oneida Tribe of Indians of Wisconsin Business Committee 401(k) Savings Plan Trust Agreement."

1.2 RELATIONSHIP TO PLAN.

For administrative and governmental reporting and disclosure purposes, the Plan shall constitute a part of this Trust Agreement and this Trust Agreement shall constitute a part of the Plan. The duties, obligations and liabilities of the Trustee as trustee under the Plan shall be limited to those set forth in this Trust Agreement or in the Plan and those imposed by applicable law, notwithstanding the duties, obligations and liabilities arising from any other capacity in which the Trustee shall act.

1.3 TRUSTEE CAPACITY.

The Trustee may be a bank, trust company, or other corporation possessing trust powers under applicable state or federal law, or one or more individuals or any combination thereof. At any time that a group of individuals is acting as Trustee, the number of such persons who shall act in such capacity from time to time shall be determined by the Employer. The Employer shall appoint such persons, who may or may not be participants in the Plan or employees of the Employer. Any action taken by the Trustees shall be taken at the direction of a majority of such Trustees, or, if the number of such Trustees is two (2), by unanimous consent.

1.4 ADMINISTRATION OF THE TRUST FUND.

The Trustee shall hold, administer and invest the Trust Fund and all sums paid to the Trustee in accordance with the provisions of this Trust Agreement and the Plan. The Trustee shall receive any contributions paid to the Trustee in cash or in the form of such other property as the Trustee may from time to time deem acceptable and which shall have been delivered to the Trustee. All contributions so received, together with the income therefrom, and any other increments and accruals thereon, shall hereinafter be collectively referred to as the "Trust Fund" and shall be held, administered and distributed by the Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income and without liability for the payment of interest thereon.

1.5 RECEIPT OF CONTRIBUTIONS.

Except as otherwise provided in the Plan, all contributions received by the Trustee pursuant to the Plan, together with any income therefrom, shall be transmitted promptly to the managers of the Investment Funds for investment. Alternatively, the Employer may transmit all contributions it makes under the Plan, as well as any Rollover Contributions made by Participants, directly to the managers of the Investment Funds.

ARTICLE II
DISTRIBUTIONS

2.1 PAYMENTS FROM THE TRUST FUND.

Subject to the limitations imposed by Section 2.2 (Exclusive Benefit), the Trustee shall from time to time on the directions of the Plan Administrator make payments out of the Trust Fund to such persons, including the Plan Administrator, in such amounts, in such manner and for such purposes as may be specified in the directions of the Plan Administrator. To the extent permitted by law, the Trustee shall be under no liability for any payment made pursuant to the direction of the Plan Administrator. Any direction of the Plan Administrator shall constitute a certification that the distribution or payment so directed is one which the Plan Administrator is authorized to direct. The Trustee shall be under no liability for any distribution made in accordance with the directions of the Plan Administrator and shall be under no duty to make inquiries as to whether any distribution directed by the Plan Administrator is made pursuant to the provisions of the Plan.

2.2 EXCLUSIVE BENEFIT.

Except as otherwise provided herein or in the Plan, it shall be impossible for any part of the Trust Fund to revert to the Employer, or be used for or diverted to purposes other than for the exclusive benefit of Participants and their beneficiaries, except that payment of taxes and administration expenses may be made from the Trust Fund as provided below.

ARTICLE III **INVESTMENTS**

3.1 INVESTMENT POWERS.

As provided in Sections 1.5 (Receipt of Contributions), 3.3 (Investment Funds and Managers) and 3.4 (Participant Direction of Investments) of this Trust Agreement, and in the Plan, the Trust Fund will be invested in various Investment Funds selected by the Employer, with each Participant directing the investment of his accounts pursuant to the Plan. Subject to such provisions and except as otherwise provided herein, in the investment, administration and distribution of the Trust Fund, the Trustee, subject to the duty to apply the proceeds and avails of the Trust Fund to the purposes specified in the Plan and this Trust Agreement and subject to the restrictions of applicable law, may perform every act in the management of the Trust Fund that individuals may perform in the management of like property owned by them free of any trust and may exercise every power with respect to each item of property in the Trust Fund, real and personal, which individual owners of like property can exercise, including by way of illustration, but not by way of limitation, the powers noted below. No enumeration of specific powers herein shall be construed as a limitation on the foregoing general powers of the Trustee, nor shall any of the powers herein conferred upon the Trustee be exhausted by use thereof, but each shall be continuing.

The powers of the Trustee include, but are not limited to, the following:

(a) To invest and reinvest in bonds, notes, debentures, stocks (common or preferred), interests in investment companies (whether "open-end mutual funds" or "closed-end mutual funds"), options to acquire or sell securities (including "covered call options"), commercial paper, bank repurchase agreements, individual and group annuity contracts, deposit administration contracts, life insurance company separate accounts and pooled investment funds, mortgages, leaseholds, fee interests, personal, corporate and governmental obligations, interests in any amount in common trust funds established by the Trustee or another bank or trust company (and for such time as assets are invested in such common trust funds, such assets shall be subject to the declarations of trust establishing such common trust funds), pooled investment funds for retirement plans established by the Trustee or another bank or trust company and such other property, real, personal or mixed, irrespective of whether such securities or such property shall be of the character authorized by any state law for trust investments, but in accordance with the provisions of Section 4975 of the Internal Revenue Code (the "Code");

(b) To pledge or mortgage, assign, lease, contract to lease, grant and trade options to purchase, sell for cash or on credit at a private or public sale, convert, redeem, exchange for other securities or other property in which the Trust Fund may be invested under

this Trust Agreement or otherwise dispose of any securities or other property at any time held by the Trustee; no person dealing with the Trustee shall be bound to see to the application or to inquire into the validity, expediency or propriety of such sale or other disposition;

(c) To retain in cash so much of the Trust Fund as the Trustee deems advisable;

(d) To settle, compromise, contest or submit to arbitration any claims, debts or damages due or owing to or from the Trust Fund, to commence or defend suits or legal proceedings, and to represent the Trust Fund in all suits or legal proceedings;

(e) To exercise any conversion privilege or subscription right available in connection with any securities or property at any time held by the Trustee, to consent to the reorganization, consolidation, merger or readjustment of the finances of any corporation, company or association, or to the sale, mortgage, pledge or lease of the property of any corporation, company or association, any of the securities of which may at any time be held by the Trustee; and to do any acts with reference thereto, including the exercise of options, making of agreements or subscriptions, and the payment of expenses, assessments or subscriptions, which may be deemed to be necessary or advisable in connection therewith, and to hold and retain any securities or other property which the Trustee may so acquire;

(f) To borrow money, assume indebtedness, extend mortgages and encumber by mortgage or pledge upon such terms and conditions as may be deemed advisable;

(g) To lease property on any terms or conditions and for any term of years although extending beyond the period of duration of the Plan; to manage, insure, administer, operate, repair, improve and mortgage or lease, regardless of any restrictions on leases; to renew or extend or to participate in the renewal or extension of any mortgage or lease, and to agree to the reduction in the interest on any mortgage or other modification or change in the terms of any mortgage, guarantee thereof or lease in any manner and upon such terms as may be deemed advisable; to alter and partition real estate, erect or raze improvements, grant easements, subdivide, or dedicate to public use;

(h) To collect the income, rents, issues, profits and increases of the Trust Fund through such means as are deemed advisable;

(i) To invest all or part of the Trust Fund in interest-bearing deposits with the Trustee or another bank or other federally-insured institution at a reasonable rate of interest, including but not limited to investment in time deposits, savings deposits, certificates of deposit or time accounts;

(j) To employ agents, attorneys and advisors and to pay their reasonable compensation and expenses; the Trustee shall incur no liability for the acts or defaults of such agents, attorneys and advisors selected with due care, and the Trustee shall be fully protected in acting upon the advice of counsel on questions of law arising in connection with the administration of the Trust Fund;

(k) To cause any of the investments of the Trust Fund to be registered in the name of the Trustee or in the name of its nominee, and any corporation or its transfer agent may presume conclusively that such nominee is the actual owner of any investments submitted for transfer; to make, execute and deliver as Trustee any and all instruments, deeds, leases, mortgages, advances, contracts, waivers, releases or other instruments in writing necessary or proper in the employment of any of the foregoing powers; and to form corporations and to create trusts to hold title to any securities or other property, upon such terms and conditions as are deemed advisable;

(l) To retain any funds or property subject to dispute without liability for the payment of interest, and to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction;

(m) To loan money to Plan Participants in accordance with the provisions of the Plan;

(n) To file all tax and other returns and reports required of the Trustee; and

(o) To purchase, convey, lease, and otherwise deal with oil, gas and other mineral rights and royalties; to operate and develop oil, gas, and other mineral properties and interests, including, but not limited to, the power to make and release oil, gas, and mineral leases and subleases; to make mineral deeds and royalty transfers; to create, reserve and dispose of overriding royalties, oil payments, gas payments, and any other interests; to execute division orders and transfer orders; to enter into development and drilling contracts, operating agreements and unitization agreements; and to make agreements for present or future pooling of any and all interests in oil, gas and other minerals.

3.2 FUNDING POLICY.

The discretion of the Trustee in investing and reinvesting the Trust Fund shall be subject to such funding policy, and any changes thereof from time to time, as the Employer may adopt from time to time and communicate to the Trustee in writing. The Trustee shall act in accordance with any such funding policy and any changes therein. The funding policy shall be consistent with the purposes of the Plan and the requirements of applicable law. As a part of such funding policy, the Trustee shall be directed to exercise investment discretion so as to provide sufficient cash assets in such amount as may be determined by the Employer under the funding policy then in effect to be necessary to meet any liquidity requirements for administration of the Trust Fund.

3.3 INVESTMENT FUNDS AND MANAGERS.

The Employer shall direct the Trustee to enter into a contract or contracts with one or more mutual fund or investment brokerage companies pursuant to which the Investment Funds called for by the Plan will be established and maintained. The companies and/or the mutual fund or investment brokerage company or companies shall serve as the investment manager of the Investment Fund or Investment Funds committed to their control. Accordingly, such entities, unless exempt, must be registered as an investment advisor under the Investment Advisors Act of 1940 and the insurance company or companies must be qualified to perform investment

management services under the laws of the State of Arizona. Each investment manager also shall deliver to the Trustee a written instrument evidencing the investment manager's acceptance of its appointment as the manager of one or more of the Investment Funds. The Trustee shall follow the directions of the investment manager regarding the investment and reinvestment of the appropriate Investment Fund and shall exercise to such extent all powers set forth in Section 3.1 (Investment Powers) as directed by said investment manager until notified in writing by the Employer that its appointment has been terminated.

The Trustee shall be under no duty or obligation to review any investments to be acquired, held or disposed of by the investment manager nor shall it be under any obligation to make any recommendations with respect to the disposition or continued retention of any such investment or the exercise or non-exercise of any of the powers enumerated in Section 3.1 (Investment Powers). The Trustee shall have no liability or responsibility for any actions taken by the investment manager nor shall the Trustee have any liability or responsibility for acting pursuant to the directions of, or for failing to act in the absence of any directions from, the investment manager. The Employer hereby agrees to indemnify the Trustee and hold the Trustee harmless from and against any claim or liability which may be asserted against the Trustee by reason of any action or omission of the investment managers. In addition, the Employer hereby agrees to indemnify the Trustee and hold the Trustee harmless from and against any claim or liability which may be asserted against the Trustee by reason of any action of the Trustee pursuant to any direction from an investment manager pursuant to this Section or for failing to act in the absence of any such direction. Such indemnification obligation of the Employer shall not be applicable to the extent that any such liability is covered by insurance.

3.4 PARTICIPANT DIRECTION OF INVESTMENTS.

The Plan permits Participants to direct the investment of their Accounts. Each Participant shall designate the portion of each contribution made by him or on his behalf which is to be invested in the various Investment Funds established in accordance with the Plan. Each Participant may direct that all of the amounts attributable to his accounts or to an account shall be invested in a single Investment Fund or may direct fractional (percentage) increments of his accounts to be invested in such Fund or Funds as he shall desire, in accordance with uniform procedures promulgated by the Plan Administrator regarding the frequency of investment direction change, the permitted fractional (percentage) increments and the effective date of such individual Participant investment selection and any changes thereof. Participants desiring to make such direction shall inform the Plan Administrator in writing of such desire in such manner as the Plan Administrator shall direct. Thereafter, the Participant shall provide the Plan Administrator with written investment direction in a manner acceptable to the Trustee. A designation shall remain in effect for all past and future contributions unless changed or revoked in writing. If a Participant fails to designate the manner of investment of any contribution, the contribution shall be invested in a money market account or conservative Investment Fund or Funds established in accordance with the Plan. The Plan Administrator shall maintain individual accounts for each Participant reflecting the value of the Participant's interest in each of Investment Funds.

By notice to the Trustee and subject to such rules and procedures as may be adopted by the Plan Administrator or the Trustee, an individual may elect from time to time to transfer all or any portion of the amount then credited to him in a single Investment Fund or may direct

fractions (percentage) increments of his accounts to be invested in such Fund or Funds as he shall desire. All transfers shall become effective in accordance with the rules and procedures promulgated by the Plan Administrator. The number of transfers which an individual may make in any one calendar year may be limited under the rules adopted by the Plan Administrator. If an individual elects to make a transfer described in this Section 3.4, any charges, penalties, or surrender fees incurred as the result of that transfer shall be charged to that individual's account or accounts, as appropriate.

The Trustee shall deliver, or cause to be delivered, to the Participant directing investments pursuant to this Section all notices, prospectuses, financial statements, proxies, and proxy solicitation materials received by the Trustee relating to investments directed by the Participant. The Trustee shall not vote any proxy relating to any such investment except in accordance with the written instructions of the Participant.

3.5 FIDUCIARY RESPONSIBILITY FOR INVESTMENT DIRECTIONS.

The Trustee, the Plan Administrator and the Employer shall not be liable for acting in accordance with the directions of a Participant pursuant to Section 3.4 (Participant Direction of Investments), or for failing to act in the absence of any such direction. All fiduciary responsibility with respect to the selection of investments by a Participant shall be allocated to the individual who makes the selection. Neither the Trustee nor the Employer nor the Plan Administrator shall be accountable for any loss sustained by reason of any action taken, or investment made, pursuant to an investment direction made pursuant to Section 3.4 (Participant Direction of Investments). The Trustee, the Plan Administrator and the Employer shall not be responsible for the breach of any law or regulation arising from an investment directed by a Participant and shall have no duty to review any investment directed by a Participant. Neither the Trustee nor the Plan Administrator shall have any obligation to consult with any Participant directing investments regarding the propriety or advisability of any directed investment. The Trustee and the Plan Administrator shall have the right to request and be granted indemnification from a Participant in connection with the making of any investment directed pursuant to Section 3.4 (Participant Direction of Investments) and may refrain from making or retaining such an investment in the absence of indemnification.

3.6 PROHIBITED TRANSACTIONS.

Notwithstanding anything to the contrary in any other section of this ARTICLE THREE, neither the Plan Administrator, an investment manager nor any Participant shall have the right to direct an investment that would constitute, in the sole judgment of the Trustee, a "prohibited transaction" (as said term is defined in the Code and as applicable to the Plan) not subject to an applicable exemption.

ARTICLE IV **EXPENSES**

4.1 EXPENSES.

The Trustee, subject to directions from the Plan Administrator, shall pay out of the Trust Fund all taxes imposed or levied with respect to the Trust Fund or any part thereof under

existing or future laws, unless such taxes are paid by the Employer, and in its discretion may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof. The Trustee, subject to directions from the Plan Administrator, shall pay from the Trust Fund all fees, compensation of legal counsel, compensation of accountants or other advisors and all other reasonable and necessary expenses of operating, managing and administering the Trust Fund that are not paid by the Employer.

4.2 TAXES ON DISTRIBUTIONS.

The Trustee is authorized to withhold from distributions to any payee such sums as the Trustee may reasonably estimate as necessary to cover Federal and state taxes for which the Trustee may be liable, which are, or may be, assessed with regard to the amount distributable to such payee. Upon discharge or settlement of such tax liability, the Trustee shall pay the balance of such sum, if any, to such payee or to his estate. Prior to making any payment or distribution hereunder, the Trustee may require such releases or other documents from any lawful taxing authority and may require such indemnity from any payee or distributee as the Trustee shall reasonably deem necessary for the protection of the Trustee.

ARTICLE V **ACCOUNTS AND RECORDS**

5.1 ACCOUNTING.

The Trustee shall maintain records and accounts of all investments, receipts and disbursements. Such records of the Trustee shall be open to inspection by the Plan Administrator and the Employer at all reasonable times. As soon as possible following the end of each Plan Year and within sixty (60) days following the resignation or removal of the Trustee, the Trustee shall render an account of the Trustee's transactions to the Plan Administrator. The Plan Administrator may approve such accounts by an instrument in writing delivered to the Trustee. In the absence of the filing in writing with the Trustee by the Plan Administrator of exceptions or objections to any such account within ninety (90) days of receipt of such account, or upon the written approval of the Plan Administrator of any such account, the Trustee shall be released, relieved and discharged with respect to all matters set forth in such account as though such account had been settled by the decree of a court of competent jurisdiction. To the extent permitted by law, no person other than the Employer or the Plan Administrator may require an accounting or bring any action against the Trustee with respect to the Trust Fund or the Trustee's action as Trustee. Notwithstanding any other provision of this Section 5.1, the Trustee shall have the right to have a judicial settlement of the Trustee's accounts. In any proceeding for a judicial settlement of the Trustee's accounts, or for instructions in connection with the Trust Fund, the only necessary parties thereto in addition to the Trustee shall be the Employer and the Plan Administrator. If the Trustee elects, the Trustee may bring in any other person or persons as party or parties defendant. The Trustee is relieved of all duties which would otherwise be placed on it by the Uniform Trustees' Accounting Act and amendments thereto, and any similar act.

5.2 VALUATION OF TRUST FUND.

For the purpose of determining appreciation or depreciation in the value of the Trust Fund, the Trustee shall determine the fair market value of the Trust Fund at such times as shall be specified in the Plan and shall communicate such valuation to the Employer. The valuation shall be based upon valuations provided by sponsors of registered investment companies or records of securities exchanges or valuation services. The Trustee has no responsibility to review the valuations received from such sources and may rely upon such valuations without independent investigation. The determination of the fair market value of the Trust Fund made by the Trustee shall be binding and conclusive upon all persons whomsoever.

ARTICLE VI **FIDUCIARY RESPONSIBILITY OF THE TRUSTEE**

6.1 SCOPE OF DUTIES.

The duties and obligations of the Trustee shall be strictly limited to those expressly imposed upon the Trustee by this Trust Agreement, the Plan and applicable law, and no other further duties or responsibilities shall be implied. Subject to the terms of the Plan, the Trustee shall be fully protected and shall incur no liability in acting in reliance upon the written instructions or directions of the Employer, the Plan Administrator, an investment manager, or any other named Fiduciary. Neither the Trustee nor the Employer in any way guarantees the Trust Fund from loss or depreciation, and the liability of the Trustee to make any payment hereunder at any and all times will be limited to the then available assets of the Trust Fund.

6.2 LIMITATION OF LIABILITY; INDEMNIFICATION.

The Trustee shall not be liable for the proper distribution of any part of the Trust Fund if distributions are made in accordance with the directions of the Employer or Plan Administrator, nor shall the Trustee be responsible for the adequacy of the Trust Fund to meet and discharge any and all distributions and liabilities under the Plan. The Employer shall indemnify and hold harmless the Trustee for and from the assertion or occurrence of any liability to a Participant or Beneficiary for any action or omission by the Trustee pursuant to any written direction to the Trustee from the Employer or the Plan Administrator. Such indemnification obligation of the Employer shall not be applicable to the extent that any such liability is covered by insurance.

6.3 PERSONS DEALING WITH THE TRUSTEE PROTECTED.

All persons dealing with the Trustee are released from inquiry into the decision or authority of the Trustee and from seeing to the application of any monies, securities or other property paid or delivered to the Trustee. The exercise by the Trustee of any express or implied discretion pursuant to this Trust Agreement shall be conclusive and binding upon all persons whomsoever, but the Trustee shall have the right to reconsider and redetermine such actions.

6.4 RECEIPT OF PLAN DOCUMENT AND AMENDMENTS.

By the execution of this Trust Agreement, the Trustee acknowledges receipt of a copy of the Plan. The Employer agrees to deliver to the Trustee a copy of any amendment to the Plan within thirty (30) days of the adoption of such amendment.

6.5 STANDARD OF CONDUCT.

The duties and responsibilities of the Trustee with respect to the Plan shall be carried out (a) in a non-discriminatory manner; (b) for the exclusive benefit of Participants and their beneficiaries; (c) by defraying the reasonable expenses of administering the Plan; (d) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; (e) by diversifying the investments of the Plan to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and (f) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with applicable law.

6.6 BONDING.

The Trustee shall not be required to give bond for the performance of the Trustee's duties unless otherwise required by applicable law notwithstanding this provision.

6.7 ALLOCATION OF FIDUCIARY RESPONSIBILITY.

The Employer, the Plan Administrator, the Trustee and the other fiduciaries (if any) shall perform the duties respectively assigned to them under the Plan and this Trust Agreement and shall not be responsible for performing duties assigned to others under the Plan or this Trust Agreement. No inference of approval or disapproval is to be made from the inaction of any party described above or the employee or agent of any of them with regard to the action of any other such party. With the exception of those powers and duties specifically allocated to the Trustee by the express terms of the Plan, it shall not be the responsibility of the Trustee to interpret the terms of the Plan, and the Trustee may request, and is entitled to receive, guidance and written direction from the Plan Administrator on any point requiring construction or interpretation of the Plan documents.

6.8 CONSULTATIONS.

The Employer, the Plan Administrator and the Trustee shall have authority to employ advisors, legal counsel and accountants in connection with the administration of the Trust Fund, as set forth herein and in the Plan. To the extent permitted by applicable law, the Employer, the Plan Administrator and the Trustee shall not be liable for complying with the directions of any advisors, legal counsel or accountants appointed pursuant to the Plan or this Trust Agreement.

6.9 COMMUNICATIONS.

Any notice or direction to the Trustee from the Employer or Plan Administrator shall be in writing signed by or on behalf of the Plan Administrator and/or the Employer and delivered to

the Trustee, unless the Trustee is also serving as the Plan Administrator under the Plan. The Trustee shall be responsible only for such notices or directions as are actually received by the Trustee. The Trustee shall incur no liability in acting upon any such notice or direction reasonably believed by the Trustee to be genuine and to have been signed by the proper person or persons. The Employer shall furnish the Trustee with the names of those persons authorized to act for the Employer in connection with the Plan. The Employer shall also notify the Trustee of any change of the persons authorized to act for the Employer in connection with the Plan. The Trustee shall be entitled to rely upon the most recent such notification in the Trustee's possession. The Employer also shall furnish the Trustee with the names of the person or persons serving as Plan Administrator and shall notify the Trustee of any change of the person or persons constituting the Plan Administrator. The Trustee shall be entitled to rely upon the most recent such notification in the Trustee's possession. Any notice, accounting or other communication to be given to the Employer or Plan Administrator or any Participant may be given by mailing or delivering such notice, accounting or other communication to the appropriate party at the last address provided to the Trustee. The Employer and the Plan Administrator shall be responsible only for such notices, accountings or communications as are actually received. Any notice, report or payment to be provided to a Participant may be dispatched by personal delivery or mail to the Participant at the last address supplied to the Trustee.

6.10 CO-TRUSTEE OR PREDECESSOR ACTION.

No Trustee shall be liable for any act or default of any co-trustee or predecessor trustee, to the extent permitted by law.

ARTICLE VII **INALIENABILITY OF THE TRUST FUND**

7.1 INALIENABILITY OF THE TRUST FUND.

No Participant or other beneficiary of the trust established hereunder shall have any right to pledge, assign, hypothecate or in any way create a lien upon the Trust Fund, except as may be otherwise provided in the Plan. Except as otherwise provided in the Plan, as it may be amended from time to time, no interest in the Trust Fund shall be subject to assignment or transfer or otherwise be alienable, either by voluntary or involuntary act or by operation of law, nor subject to attachment, execution, garnishment, sequestration or other seizure under any legal, equitable or other process, or be liable in any way for the debts or defaults of Participants and their beneficiaries.

ARTICLE VIII **RESIGNATION OR REMOVAL OF THE TRUSTEE**

8.1 REMOVAL OR RESIGNATION.

Any individual Trustee may be removed by the Employer, with or without cause, at any time upon thirty (30) days' notice in writing to the Trustee and to the Plan Administrator. Any individual Trustee may resign at any time upon thirty (30) days' notice in writing to the Employer; the Employer may waive such notice. Upon such resignation or removal, the

Employer shall appoint a successor Trustee, and such successor Trustee shall have the same powers and duties as those conferred upon the Trustee named in this or in any successor Trust Agreement. The removal of the Trustee and the appointment of a successor Trustee shall be by written instrument delivered to the Trustee. Each successor Trustee may succeed to the title in the Trust Fund vested in its predecessor or predecessors by executing a successor Trustee acknowledgment or an updated Trust Agreement, as appropriate, and filing same with the Employer and the Plan Administrator. The resigning or removed Trustee shall execute all documents and do all acts necessary to vest such title of record in such successor Trustee. Notwithstanding the foregoing, a change in the individual holding the position which is designated as a Trustee of the Plan, shall not be considered a resignation or removal of the Trustee and the Trustee powers and duties shall automatically transition to the new incumbent of the designated position.

ARTICLE IX
AMENDMENT AND TERMINATION OF THE TRUST

9.1 AMENDMENT.

The Employer shall have the right at any time to amend this Trust Agreement, in whole or in part, prospectively or retroactively. However, no amendment to this Trust Agreement shall (1) increase the duties, powers and liabilities of the Trustee, without the Trustee's written consent; or (2) have the effect of revesting in the Employer any part of the principal or income of the Trust Fund, except as may be allowed under the terms and conditions of the Plan; or (3) deprive any Participant or Beneficiary of his vested and nonforfeitable interest in the Trust Fund; or (4) cause any part of the Trust Fund to be used for or diverted to purposes other than the exclusive benefit of Participants or their beneficiaries. Each amendment of this Trust Agreement shall be made in writing and executed by the Employer and the Trustee, or by delivery to the Trustee of a copy of the Employer resolution that sets forth such amendment.

9.2 TERMINATION.

The trust created pursuant to this Trust Agreement may be terminated at any time by the Employer. Upon such termination, the Trust Fund shall be paid out by the Trustee as and when directed by the Plan Administrator. In the event that the Plan is terminated in whole or in part by the Employer, the Trustee shall apply or distribute the Trust Fund in accordance with the written directions of the Plan Administrator; provided, however, that the Trustee shall reserve such sums as the Trustee deems necessary in settling the Trustee's accounts and discharging the obligations of the Trust Fund for which the Trustee may be liable. Until final distribution of the Trust Fund, the Trustee shall continue to have all the powers provided under the Plan and this Trust Agreement as are necessary for the orderly administration, liquidation and distribution of the Trust Fund. When the Trust Fund has been distributed, the Trustee shall be released and discharged from all further accountability or liability respecting the Trust Fund and shall not be responsible in any way to any person for the further disposition of the Trust Fund. Unless this trust is sooner terminated as provided above, this trust shall terminate no later than the expiration of the maximum legally permissible period for the duration of such a trust under applicable laws.

ARTICLE X
MISCELLANEOUS

10.1 GOVERNING LAW: CONSTRUCTION.

This Trust Agreement shall be administered, construed and enforced according to the laws of the Oneida Tribe of Indians of Wisconsin, except as otherwise required by the Code or other applicable federal law. The position of the Employer is that the Employee Retirement Income Security Act of 1974 (the "Act") does not apply to the Plan in particular or to the Employer in general. The Plan is intended to constitute a governmental plan as defined in Section 414(d) of the Code and Section 3(32) of the Act. The Employer does not intend to waive any exemptions or relief provided to governmental plans under the Act or Code by its voluntary adoption of policies, procedures, or provisions otherwise not required by the Act or Code with respect to governmental plans. Rather, the Employer's voluntary adoption of such policies, procedures, or provisions reflects its determination that such policies, procedures, or provisions are consistent with its desire to provide a secure source of retirement income for its Employees. It is also the intention of the Employer that the Plan as adopted by the Employer shall constitute a qualified plan under the provisions of Section 401(a) of the Code and that the Trust Fund maintained pursuant to this Trust Agreement shall be exempt from taxation pursuant to Section 501(a) of the Code. This Trust Agreement shall be construed in a manner consistent with the Employer's intentions.

When the context admits, words used in the singular in this Agreement shall include the plural and the plural shall include the singular. Headings and subheadings in this Trust Agreement are for reference only and are not to be considered in the construction of this Trust Agreement. If any provision of this Trust Agreement is determined to be for any reason invalid or unenforceable, the remaining provisions shall continue in full force and effect. In the event of a conflict between this Trust Agreement and the Plan document, the terms of the Plan document shall control.

10.2 SEVERABILITY OF PROVISIONS.

In the event that any provision of this Trust shall be held to be illegal, invalid or unenforceable for any reason, said illegality, invalidity or unenforceability shall not affect the remaining provisions, but shall be fully severable and the Trust Agreement shall be construed and enforced as if said illegal, invalid or unenforceable provisions had never been inserted in the Trust Agreement.

10.3 OTHER FIDUCIARY CAPACITIES.

Nothing in this Trust Agreement or the Plan shall preclude any individual or entity acting as Trustee from also acting as the Plan Administrator or serving in any other fiduciary capacity with respect to the Plan or this Trust Agreement.

10.4 TRUST AGREEMENT BINDS.

All of the provisions of this Trust Agreement shall be binding and conclusive upon all persons who shall be entitled to any benefits under the Plan and their respective successors and assigns.

10.5 ASSUMPTION OF QUALIFICATION.

Unless and until advised to the contrary, the Trustee may assume that the Plan and the trust under this Trust Agreement are qualified under Section 401(a) of the Code and that the Trust Fund is entitled to exemption from Federal income tax under Section 501(a) of the Code. In the event that the Employer or Plan Administrator shall ascertain that the Plan is not so qualified with respect to the Employer, then the Employer or the Plan Administrator shall notify the Trustee of such determination. The Trustee may then establish such reserves for taxes and take such other action as the Trustee shall deem advisable in order to protect the Trust Fund and the Trustee.

10.6 COUNTERPARTS.

This Trust Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed by their duly authorized representatives as of the date(s) indicated below.

ONEIDA TRIBE OF INDIANS OF WISCONSIN

Date: _____

Name: _____
Title: _____
"Employer"

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
FINANCE DEPARTMENT**

Date: _____

Name: _____
Title: _____
"Trustee"

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
BUSINESS COMMITTEE 401(k) SAVINGS PLAN**

Original Effective Date: January 1, 2001
Restatement Effective Date: January 1, 2016

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ONEIDA TRIBE OF INDIANS OF WISCONSIN BUSINESS COMMITTEE 401(k) SAVINGS PLAN

PREAMBLE

Pursuant to Revenue Ruling 59-354, compensation for elected council service to an Indian tribal government is not treated as “wages” for purposes of Social Security. The Oneida Tribe of Indians of Wisconsin, a federally recognized Tribal government (the “Tribe”) has excluded Business Committee wages from Social Security taxes as required by Revenue Ruling 59-354. Because Business Committee members are required to work full-time to carry out the duties of their offices, and in recognition by the General Tribal Council of the need to attract concerned and knowledgeable members to run for these positions to guide the Tribe, the General Tribal Council directed that a “benefits package” be developed for the Oneida Business Committee members. The benefits package was to be designed to allow Business Committee members to earn a retirement benefit during their years of service on the Oneida Business Committee in lieu of the Social Security retirement credits they are excluded from earning during this period of service.

Effective November 1, 2001, the Tribe established the Oneida Business Committee Retirement Plan, now known as the “Oneida Tribe of Indians of Wisconsin Business Committee 401(k) Savings Plan” (the “Plan”), to provide the members of the Tribe’s elected governing body an appropriate retirement savings vehicle. The Plan was amended on multiple occasions and was most recently amended and restated in its entirety effective January 1, 2011. By letter dated October 23, 2012, the Internal Revenue Service (“IRS”) issued a favorable determination on the 2011 restated Plan document. The Plan was amended on one subsequent occasion. By this instrument, the Tribe intends to amend and restate the Plan in its entirety effective January 1, 2016 to incorporate the prior amendment and prepare the document for an IRS determination letter application.

The Plan is intended to constitute a governmental plan within the meaning of Section 414(d) of the Code and Section 3(32) of the Act. The Plan is further intended to constitute a tax qualified plan under the provisions of Section 401(a) of the Code to the extent such provisions are made applicable to governmental plans.

ARTICLE I EFFECTIVE DATE

1.1. EFFECTIVE DATE.

The Plan originally was adopted effective as of November 1, 2001. Except as may otherwise be specifically provided with respect to particular provisions of the Plan, this amended and restated Plan shall be effective as of January 1, 2016.

ARTICLE II
DEFINITIONS; CONSTRUCTION; GOVERNING LAW

2.1. DEFINITIONS.

When a word or phrase shall appear in this Plan with the initial letter capitalized, and the word or phrase does not commence a sentence, the word or phrase shall generally be a term defined in this Section 2.1. The following words and phrases utilized in the Plan with the initial letter capitalized shall have the meanings set forth in this Section 2.1, unless a clearly different meaning is required by the context in which the word or phrase is used:

(a) "ACCOUNT" or "ACCOUNTS" - An account or accounts established pursuant to Section 6.1 to which are credited the Member and Tribal Social Security Replacement Contributions, Tribal Service Reward Contributions, Pre-Tax Contributions, Catch-Up Contributions, Tribal Matching Contributions, and Tribal Discretionary Contributions made by or attributable to a Participant, along with any net gains and losses on such contributions.

(b) "ACT" - The Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

(c) "ANNUAL ADDITION" - The sum of the amounts identified in subparagraphs (1) through (3) below, with the exception of any amounts identified in subparagraph (4) below, shall constitute the Annual Addition allocable to a Participant under this Plan or under any defined contribution plan or defined benefit plan maintained by the Tribe for a particular Plan Year:

(1) The Tribal contributions allocable for a Plan Year to the accounts of the Participant, including amounts deemed to be employer contributions pursuant to a cash or deferred arrangement qualified under Section 401(k) of the Code (including the Pre-Tax Contributions allocable to a Participant pursuant to this Plan);

(2) All nondeductible employee contributions allocable during a Plan Year to the accounts of the Participant; and

(3) Forfeitures allocable for a Plan Year to the accounts of the Participant.

(4) Allocations of any of the following amounts shall not be included in the calculation of the Annual Addition, as set forth in Treasury Regulation Section 1.415(c)-1(b): a direct transfer from a tax-qualified plan to this Plan on behalf of a Participant; the restoration of a Participant's accrued benefit or repayment of a cashout (Tribal and BC Member repayments); Catch-Up Contributions made in accordance with Section 414(v) of the Code; restorative payments made as a correction of a fiduciary breach or potential fiduciary liability; excess elective contributions distributed in accordance with Section 4.6; and Participant loan repayments.

For purposes of this Section 2.1(c), Tribal Contributions shall be considered Annual Additions for a particular Plan Year provided that such Contributions are actually deposited in the Trust no

later than the 15th day of the tenth calendar month following the end of the Plan Year to which the Contributions relate. Nondeductible employee contributions shall be considered Annual Additions for a particular Plan Year provided that such contributions are actually deposited in the Trust no later than thirty (30) days after the close of the Plan Year. Forfeiture allocations are treated as Annual Additions for the Plan Year which contains the date on which the forfeitures are allocated to Participant accounts. All other special allocations, such as corrective contributions, allocations to simplified employee pensions under Section 408(k) and Qualified Military Service contributions made in accordance with Section 414(u) shall be taken into account in accordance with the timing rules of Treasury Regulation Section 1.415(c)-1(b)(6).

(d) "AUTHORIZED LEAVE OF ABSENCE" - A leave of absence granted by the Tribe in writing in accordance with the Tribe's uniformly applied rules regarding leaves of absence or a leave of absence for service as a member of the armed forces of the United States, provided that the BC Member left the Tribe directly to enter the armed services and returns to the employ of the Tribe within the period during which his employment rights are protected by law.

(e) "BC MEMBER" - An individual who serves in an elected position on the Tribe's Business Committee, the governing body of the Tribe.

(f) "BENEFICIARY" - The person or persons entitled to receive benefits under this Plan in the event of death of the Participant.

(g) "BENEFIT COMMENCEMENT DATE" - The first day on which all events have occurred which entitle the Participant to receive his first benefit payment from the Plan.

(h) "BUSINESS COMMITTEE" - The governing council of the Oneida Tribe of Indians of Wisconsin, as recognized by the Federal government as the Tribe's elected governing body.

(i) "CATCH-UP CONTRIBUTIONS" - The elective deferral contributions directed by Participants on a pre-tax basis in accordance with Internal Revenue Code Section 414(v) and Section 4.2(b) of the Plan. Catch-Up Contributions shall be treated as Pre-Tax Contributions and shall be accounted for within the Pre-Tax Contributions Account.

(j) "CODE" - The Internal Revenue Code of 1986, as amended.

(k) "COMBINED SOCIAL SECURITY PERCENTAGE" - The sum of the Member Social Security Replacement Percentage and the Tribal Social Security Replacement Percentage.

(l) "COMPENSATION" -

(1) General Rule. Subject to paragraphs (2) - (6) below, a BC Member's Compensation for a Plan Year shall include all of the BC Member's wages within the meaning of Section 3401(a) of the Code and all payments of compensation to the BC Member by the Tribe (in the course of the Tribe's trade or business) for which the Tribe is required to furnish the BC Member a written statement under Sections 6041(d), 6051(a) (3) and 6502 of the Code, determined without regard to any rules under Section 3401(a) that limit the

remuneration included in wages based on the nature or location of the services performed and excluding reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation and welfare benefits. Notwithstanding the provisions of Revenue Ruling 59-354, remuneration paid to a BC Member for elected service is treated as "Compensation" for purposes of this Plan, in accordance with the advice of the Internal Revenue Service's Indian Tribal Governments Division.

(2) Pre-Tax Contributions. The term "Compensation" shall include any elective deferral as defined in Code Section 402(g)(3), and any amounts which are contributed or deferred by the Tribe at the election of the BC Member and which are not currently includible in the Participant's gross taxable income by reason of the application of Sections 125 or 457 of the Code. For purposes of the definition of compensation, amounts excluded from taxable income under Code Section 125 include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code Section 125 only if the Tribe does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. Compensation paid or made available shall include elective amounts that are not includible in the gross income of the BC Member by reason of Code Section 132(f)(4).

(3) Post-Severance Payments. The term "Compensation" shall include post-severance regular pay and payment for unused accrued leave and vacation; provided, however, that such post-severance regular pay is paid to the BC Member by the Tribe by the later of two and one-half (2 ½) months after the BC Member's severance from service or the end of the calendar year that includes the BC Member's date of severance from service. All other types of post-severance payments including, but not limited to, payments from non-qualified unfunded deferred compensation plans, severance pay, parachute payments and other post-severance compensation, and payments to former BC Members who are permanently and totally disabled, shall not be treated as Compensation.

(4) Military Differential Pay. The term "Compensation" shall include any differential pay paid by the Tribe to the Participant during a period of Qualified Military Service.

(5) Contributions and Allocations. For purposes of determining the amount of contributions or allocations to be made pursuant to Articles IV, V and VI of the Plan, only Compensation paid by the Tribe to a BC Member during the BC Member's period of participation in the Plan, including Qualified Military Service, shall be considered, notwithstanding any provision of the Plan to the contrary.

(6) Annual Compensation Limit. Notwithstanding any provision of the Plan to the contrary, the "Compensation" of each BC Member taken into account under the Plan shall not exceed the "annual compensation limit". The "annual compensation limit" is Two Hundred Thousand Dollars (\$200,000.00) as adjusted by the Commissioner for increases in the cost-of-living in accordance with Section 401(a) (17) (B) of the Code (\$265,000 for the 2016 Plan Year). The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the "annual compensation limit" will be multiplied by a fraction, the numerator of which

is the number of months in the determination period, and the denominator of which is twelve (12). Any reference in this Plan to the limitation under Section 401(a) (17) of the Code shall mean the annual compensation limit set forth in this provision. If Compensation for any prior determination period is taken into account in determining a BC Member's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to the annual compensation limit in effect for that prior determination period.

(m) "EFFECTIVE DATE" - The date or dates set forth in Section 1.1.

(n) "ENTRY DATE" - The first day of any payroll period.

(o) "FINAL ANNUAL COMPENSATION" - The Compensation earned by a Participant during the final twelve (12) months (from August through July) of a three (3) year term on the Business Committee. If a Participant does not serve on the Business Committee for the complete twelve (12) month period, the Compensation earned during that period shall be annualized.

(p) "GOVERNMENTAL 401(k) PLAN" - The Oneida Tribe of Indians of Wisconsin Governmental 401(k) Plan, as amended from time to time.

(q) "HIGHLY COMPENSATED EMPLOYEE" - Each individual who is treated as a "Highly Compensated Employee" pursuant to Section 2.2 of this Plan and Section 414(q) of the Code.

(r) "INVESTMENT FUNDS" - The investment funds, if any, established pursuant to Article VIII.

(s) "MEMBER CONTRIBUTIONS" - The Member Social Security Replacement Contributions and Pre-Tax Contributions (including Catch-Up Contributions) made by or on behalf of a Participant in accordance with Article IV.

(t) "MEMBER SOCIAL SECURITY REPLACEMENT CONTRIBUTIONS" - The mandatory BC Member contributions made pursuant to Section 4.1 and subject to the Tribe's governmental pick-up arrangement.

(u) "MEMBER SOCIAL SECURITY REPLACEMENT CONTRIBUTIONS ACCOUNT" - The account established pursuant to Section 6.1 to which the Member Social Security Replacement Contributions are credited, and any net gains and losses on such contributions.

(v) "MEMBER SOCIAL SECURITY REPLACEMENT PERCENTAGE" - The employee tax rate under the Federal Insurance Contribution Act ("FICA"), consisting of the employee Old-Age, Survivors, and Disability Insurance tax, as set forth in Section 3101(a) of the Code, as amended from time to time, and the employee Hospital Insurance tax, as set forth in Section 3101(b) of the Code, as amended from time to time.

(w) "NORMAL RETIREMENT DATE" and "NORMAL RETIREMENT AGE" -

(1) Normal Retirement Age - The date on which a Participant attains the age of sixty-five (65) years.

(2) Normal Retirement Date - The last day of the month in which the Participant attains his Normal Retirement Age.

(x) "PARTICIPANT" - Any BC Member who has satisfied the eligibility requirements specified in Section 3.1, and whose participation in the Plan has not been terminated. If so indicated by the context, the term Participant shall also include former Participants whose active participation in the Plan has terminated but who have not received all amounts to which they are entitled pursuant to the terms and provisions of this Plan. Whether former Participants are allowed to exercise an option or election extended to "Participants" will be determined by the Plan Administrator in the exercise of its discretion, but in making such determinations the Plan Administrator shall act in a uniform, nondiscriminatory manner.

(y) "PLAN" - The Oneida Tribe of Indians of Wisconsin Business Committee 401(k) Savings Plan, as set forth in this instrument, and as it may hereafter be amended.

(z) "PLAN ADMINISTRATOR" - The individual, entity or committee appointed to act as such pursuant to Section 12.1.

(aa) "PLAN YEAR" - A twelve (12) month period, commencing on each January 1 and ending on each following December 31. For purposes of Section 415 of the Code, the Plan Year shall be the "limitation year".

(bb) "PRE-TAX CONTRIBUTIONS" - The elective deferral contributions directed by Participants on a pre-tax basis in accordance with Internal Revenue Code Section 401(k) and Section 4.2.

(cc) "PRE-TAX CONTRIBUTIONS ACCOUNT" - An account established pursuant to Section 6.1 to which the Pre-Tax Contributions (including Catch-Up Contributions) directed by a Participant are credited, and any net gains and losses on such contributions.

(dd) "QUALIFIED DOMESTIC RELATIONS ORDER" - A domestic relations order meeting the requirements specified in Section 11.2.

(ee) "QUALIFIED MILITARY SERVICE" - Service in the uniformed services of the United States of America, as defined in Code Section 414(u)(5).

(ff) "SERVICE MULTIPLIER" - The number of years of elected Business Committee service completed by a Participant during a particular elected term, not to exceed three (3) years and rounded to the nearest month.

(gg) "TRIBAL CONTRIBUTIONS" - The Tribal Discretionary Contributions, the Tribal Matching Contributions, the Tribal Social Security Replacement Contributions and the

Tribal Service Reward Contributions made by or on behalf of a Participant in accordance with Article V.

(hh) "TRIBAL DISCRETIONARY CONTRIBUTIONS" - The amounts contributed to the Trust Fund by the Tribe as Discretionary Contributions, if any, pursuant to Section 5.4.

(ii) "TRIBAL DISCRETIONARY CONTRIBUTIONS ACCOUNT" - The account established pursuant to Section 6.1 to which the Tribal Discretionary Contributions are credited, and any net gains and losses on such contributions.

(jj) "TRIBAL MATCHING CONTRIBUTIONS" - The amounts contributed to the Trust Fund by the Tribe as Matching Contributions pursuant to Section 5.3.

(kk) "TRIBAL MATCHING CONTRIBUTIONS ACCOUNT" - The account established pursuant to Section 6.1 to which the Tribal Matching Contributions are credited, and any net gains and losses on such contributions.

(ll) "TRIBAL SERVICE REWARD CONTRIBUTIONS" - The amounts contributed to the Trust Fund by the Tribe pursuant to Section 5.2.

(mm) "TRIBAL SERVICE REWARD CONTRIBUTIONS ACCOUNT" - The account established pursuant to Section 6.1 to which the Tribal Service Reward Contributions are credited, and any net gains and losses on such contributions.

(nn) "TRIBAL SOCIAL SECURITY REPLACEMENT CONTRIBUTIONS" - The amounts contributed to the Trust Fund by the Tribe pursuant to Section 5.1.

(oo) "TRIBAL SOCIAL SECURITY REPLACEMENT CONTRIBUTIONS ACCOUNT" - The account established pursuant to Section 6.1 to which the Tribal Social Security Replacement Contributions are credited, and any net gains and losses on such contributions.

(pp) "TRIBAL SOCIAL SECURITY REPLACEMENT PERCENTAGE" - The employee tax rate under the Federal Insurance Contribution Act ("FICA"), consisting of the employee Old-Age, Survivors, and Disability Insurance tax, as set forth in Section 3101(a) of the Code, as amended from time to time, and the employee Hospital Insurance tax, as set forth in Section 3101(b) of the Code, as amended from time to time.

(qq) "TRIBE" - The Oneida Tribe of Indians of Wisconsin.

(rr) "TRUST AGREEMENT" - The agreement entered into between the Tribe and the Trustees for the purpose of investing contributions hereunder.

(ss) "TRUST FUND" - The fund established by the Tribe pursuant to the terms of the Trust Agreement to provide for the investment of contributions made pursuant to this Plan. The Trust Fund will be held, administered and distributed for the exclusive benefit of the Participants and their Beneficiaries.

(tt) "TRUSTEE" - The individual, individuals, or entity appointed as such by the Tribe. The Trustee shall acknowledge acceptance of its appointment by the execution of the Trust Agreement or, in the case of a successor Trustee, by the execution of an appropriate written instrument. If the Tribe appoints two or more individuals or entities to act jointly as a Trustee, the term "Trustee" shall refer collectively to all of said individuals or entities.

(uu) "VALUATION DATE" - The date for valuing the assets of the Trust Fund, which shall be each business day of the Plan Year.

2.2. HIGHLY COMPENSATED EMPLOYEE.

(a) GENERAL. The term "Highly Compensated Employee" shall include all "highly compensated active employees" and all "highly compensated former employees."

(b) HIGHLY COMPENSATED ACTIVE EMPLOYEES. An employee who performs services for the Tribe during the current Plan Year (the "determination year") and who:

(1) During the determination year, or during the preceding Plan Year, is or was a "5% owner" as described in Section 416(i)(1) of the Code and applicable regulations thereunder; or

(2) For the preceding year, had Compensation from the Tribe in excess of Eighty Thousand Dollars (\$80,000), as adjusted from time to time by the Secretary of the Treasury for cost-of-living increases (\$120,000 for the 2016 Plan Year).

(c) HIGHLY COMPENSATED FORMER EMPLOYEES. For purposes of this Section, the term "highly compensated former employee" is based on the rules applicable to determining Highly Compensated Employee status as in effect for that determination year in accordance with Section 1.414(q)-1T, A-4 of the temporary income tax regulations and Notice 97-45, as such may be updated, modified or amended from time to time.

2.3. CONSTRUCTION.

(a) GENERAL. The masculine gender, where appearing in the Plan, shall include the feminine gender (and vice versa), and the singular shall include the plural, unless the context clearly indicates to the contrary. The term "delivered to the Plan Administrator," as used in the Plan, shall include delivery to a person or persons designated by the Plan Administrator for the disbursement and receipt of administrative forms. Headings and subheadings are for the purpose of reference only and are not to be considered in the construction of this Plan. In the event of a conflict between this Plan document and the Trust Agreement, the provisions of this Plan document shall control.

(b) SAVINGS PROVISION. If any provision of this Plan is determined to be for any reason invalid or unenforceable, the remaining provisions shall continue in full force and effect.

2.4. GOVERNMENTAL PLAN.

This Plan is intended to constitute a governmental plan as defined in Section 414(d) of the Code and Section 3(32) of the Act. The Tribe does not intend to waive any exemptions or relief provided to governmental plans under the Act or Code by its voluntary adoption of policies, procedures, or provisions otherwise not required by the Act or Code with respect to governmental plans. Rather, the Tribe's voluntary adoption of any such policies, procedures, or provisions reflects its determination that such policies, procedures, or provisions are consistent with the Tribe's desire to provide a secure source of retirement income for its BC Members. It is also the intention of the Tribe that the Plan shall constitute a qualified plan under the provisions of Section 401(a) of the Code and that the Trust Fund maintained pursuant to the Trust Agreement shall be exempt from taxation pursuant to Section 501(a) of the Code. This Plan shall be construed in a manner consistent with the intentions of the Tribe.

2.5. GOVERNING LAW; JURISDICTION.

(a) SOVEREIGNTY. This Plan is sponsored by the Oneida Tribe of Indians of Wisconsin, a federally recognized Indian tribal government, with recognized sovereign powers and immunity. To the extent that this Plan is treated as a separate "entity" of the Tribe, it shall be treated as a subordinate entity of the Tribe with all attributes of sovereignty. No provision of this Plan or its related Trust Agreement, including any reference to a federal or state statute, shall be deemed a waiver of sovereign immunity or a waiver of any exemption to which the Tribe is entitled. Any waiver of the Tribe's sovereign immunity may be made only by express Resolution of the Business Committee. The Tribe's exemptions and immunity, however, shall not extend to service providers for the Plan, which shall be held to full compliance standards and enforcement requirements as would be applicable if they were providing services to a private sector plan.

(b) GOVERNING LAW/JURISDICTION. All of the provisions of this Plan shall be construed and enforced according to the Tribal laws of the Oneida Tribe of Indians of Wisconsin and shall be administered according to the laws of such Tribe, except as otherwise required by the Code or other applicable federal law. No judicial review of participant claims under this Plan shall be permitted except as provided in the claims procedures set forth in Section 12.4. Any judicial review related to this Plan shall be within the exclusive jurisdiction of the Oneida Tribal Judicial System.

2.6. PENSION PROTECTION ACT COMPLIANCE

(a) GENERAL. Effective January 1, 2007, the Plan became subject to the provisions of Section 906 of the Pension Protection Act of 2006 (the "PPA"), which requires that the coverage of governmental plans maintained by Indian tribal governments be limited to those employees who perform essential governmental functions which are not commercial in nature. In accordance with the Internal Revenue Service's Notice 2006-89 and Notice 2007-67, the Tribe is operating the Plan in reasonable good faith compliance with the PPA requirements pending receipt of final guidance.

(b) CLASSIFICATION OF EMPLOYEES. In connection with its reasonable and good faith compliance with the PPA requirements, the Tribe has determined that the BC Members covered by the Plan are engaged in the performance of essential governmental functions which are not commercial in nature. In making the determination as to whether employment functions are commercial in nature and pending guidance from the Internal Revenue Service and/or the Department of Labor, the Tribe shall take into account the following factors:

- (1) the historic functions performed by the Tribal government;
- (2) the Tribe's role as defined in its Constitution, Bylaws, Ordinances, Resolutions, Judicial decisions, customs and traditions;
- (3) the functions carried on by other governmental employers, including the federal government, states, counties, cities and other local governments;
- (4) the use of revenues generated by activities in question (whether inuring to the benefit of the Tribe and the provision of public services, or whether inuring to private interests); and
- (5) whether the employing entity or division is treated as a non-profit or for-profit entity for tax or other purposes.

The Tribe expressly reserves the right to modify the classification of any and all participants pending final guidance under Section 906 of the PPA. This Plan does not cover any participant groups classified by the Internal Revenue Service as "commercial" under IRS Notice 2006-89.

ARTICLE III ELIGIBILITY AND PARTICIPATION

3.1. ELIGIBILITY.

(a) GENERAL RULE. Each individual who is a Participant in the Plan as of the Effective Date of this restatement shall continue as such, subject to the terms and conditions of this Plan. Each other individual who serves in an elected position on the Business Committee and makes an irrevocable election to participate in this Plan as opposed to any life insurance or variable annuity investment options available through the Tribe shall be eligible to participate in the Plan during their entire term of service on the Business Committee, subject to the terms and conditions of this Plan. For purposes of this Plan, elected service on the Business Committee prior to January 1, 2001 shall be disregarded.

(b) EXCLUDED CLASSES. Notwithstanding any provision of this Plan to the contrary, eligibility in this Plan shall be limited to individuals who satisfy the requirements of this Section 3.1 and, effective January 1, 2007, who are classified by the Tribe, in accordance with the Tribe's reasonable and good faith operational compliance with the requirements of Section 906 of the PPA, as individuals engaged in the performance of essential governmental functions which are not commercial in nature.

3.2. PARTICIPATION.

(a) GENERAL. Each BC Member shall automatically participate in the Plan as of the first Plan Entry Date that coincides with or next follows the BC Member's irrevocable election to participate in the Plan during a particular term of elected service on the Business Committee.

(b) ELECTIONS. All Participants must provide valid Plan investment directions and designate appropriate beneficiaries, all in accordance with the uniform policies and procedures of the Plan Administrator. If a Participant fails to provide a valid beneficiary designation, his designation shall be made in accordance with Section 10.9, and if a Participant fails to make a valid investment direction, his accounts shall be invested in the default Investment Fund, as specified in Section 8.7. All elections and designations called for by this Section 3.2 must be received by the Plan Administrator within such reasonable and uniformly-applied time periods as the Plan Administrator may prescribe for the receipt of elections and designation as a condition of giving effect to or implementing such instructions. If a Participant's instruction cannot be given effect or implemented for a particular period, it shall be effective for the next succeeding period.

3.3. EFFECT OF REELECTION.

If a Participant separates from service on the Business Committee and is later reelected to the Business Committee, the BC Member shall reenter the Plan immediately, as of the effective date of the BC Member's reelection to the Business Committee. If the Participant previously requested and received a distribution of his Accounts under this Plan, there shall be no repayment rights afforded such Participant.

3.4. AUTHORIZED LEAVES OF ABSENCE.

A Participant's participation in the Plan shall not be terminated while the Participant is on an Authorized Leave of Absence. If a Participant is on an unpaid Authorized Leave of Absence, no Tribal Contributions shall be made to the Plan on behalf of the Participant during such Leave.

3.5. SPECIAL SERVICE CREDITING RULES FOR QUALIFIED MILITARY SERVICE.

Notwithstanding anything herein to the contrary, contributions, benefits and service credit with respect to Qualified Military Service shall be provided in accordance with Code Section 414(u).

3.6. TERMINATION OF PARTICIPATION.

A Participant's participation in the Plan, but not his right, if any, to payment of benefits, shall be terminated upon the Participant's separation from elected service on the Business Committee. All sums credited to the former Participant's accounts will be held pursuant to the terms of this Plan and will be distributed to the former Participant in accordance with the distribution provisions of this Plan.

3.7. LEASED EMPLOYEES.

A “leased employee” is any person (other than an employee of the Tribe) who pursuant to an agreement between the Tribe and any other person (“leasing organization”) has performed services for the Tribe (or for the Tribe and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under the Tribe’s primary direction or control. A “leased employee” shall be treated as an employee of the Tribe for purposes of the pension requirements of Section 414(n)(3) of the Code, unless “leased employees” constitute less than twenty percent (20%) of the Tribe’s non-highly compensated work force (within the meaning of Section 414(n)(5)(C)(ii) of the Code) and the “leased employee” is covered by a “Safe Harbor Plan” that satisfies the requirements of Section 414(n)(5)(B) of the Code (a money purchase pension plan with nonintegrated employer contributions of at least 10% of compensation, with full vesting, and immediate participation for leased employees). In any event, a “leased employee” who is deemed to be an employee of the Tribe pursuant to the preceding sentence shall be treated as if he is employed in an employment classification that has not been designated for participation in the Plan.

ARTICLE IV **MEMBER SAVINGS FEATURE**

4.1. MEMBER SOCIAL SECURITY REPLACEMENT CONTRIBUTIONS.

(a) **MANDATORY CONTRIBUTION.** Each Participant who makes a one-time irrevocable election to participate in this Plan after being elected to the Business Committee shall make mandatory Member Social Security Replacement Contributions to the Plan. Member Social Security Replacement Contributions shall equal the Member Social Security Replacement Percentage multiplied by the Participant’s Compensation for the relevant period.

(b) **TRIBAL PICK UP ARRANGEMENT.** Member Social Security Replacement Contributions are mandatory and are picked-up by the Tribe in accordance with Code Section 414(h). As a result of the Tribe’s pick-up arrangement, the Member Social Security Replacement Contributions are contributed to the Plan on a pre-tax basis and shall not be included in the BC Member’s gross income until the BC Member receives a distribution from the Plan.

(c) **TRANSFER TO TRUSTEE.** All Member Social Security Replacement Contributions shall be forwarded to the Trustee or Investment Fund as soon as the Tribe reasonably can segregate the contributions from its general assets.

4.2. PRE-TAX CONTRIBUTIONS.

(a) **ELECTION.** Each Participant may direct the Tribe to make Pre-Tax Contributions to the Trust Fund on the Participant’s behalf during each Plan Year while he is a Participant. The amount payable to the Participant as his Compensation shall then be reduced by an amount equal to the Pre-Tax Contributions directed by the Participant. Pre-Tax Contributions shall be directed in percentage increments or dollar amounts as may be permitted

in accordance with uniform and nondiscriminatory rules, procedures and limitations announced by the Plan Administrator from time to time, subject to the limitations set forth herein. Notwithstanding the foregoing, Pre-Tax Contributions to the Trust Fund may be directed by a Participant only with respect to amounts which the Participant could otherwise elect to receive in cash and only with respect to amounts which are not currently available to the Participant at the time the Participant makes his or her election to defer.

(b) CATCH-UP CONTRIBUTIONS. All Participants who are eligible to make Pre-Tax Contributions under this Plan and who have attained age 50 before the end of the Participant's individual tax year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. The provisions of Code Section 414(v) permit annual additional contributions of up to Six Thousand Dollars (\$6,000) for the 2016 Plan Year (as indexed for inflation).

(c) TRANSFER TO TRUSTEE. All Pre-Tax Contributions (including Catch-Up Contributions) shall be forwarded to the Trustee or Investment Fund as soon as the Tribe reasonably can segregate the contributions from its general assets.

4.3. DESIGNATION AND CHANGE OF DESIGNATION OF PRE-TAX CONTRIBUTIONS.

All designations or changes of designation of the amount of Pre-Tax Contributions (including Catch-Up Contributions) shall be made in accordance with the uniform policies and procedures of the Plan Administrator. Any change in the designation of Pre-Tax Contributions received by the Plan Administrator with sufficient advance notice shall become effective as of the beginning of the next full payroll period. If a change request is not submitted with sufficient advance notice or otherwise cannot be implemented as of any payroll period, it shall become effective as of the next succeeding payroll period beginning thereafter. A contribution designation shall be effective until it is succeeded by another valid contribution designation or until the Participant's right to make Pre-Tax Contributions is otherwise suspended or terminated.

4.4. SUSPENSION OF MEMBER CONTRIBUTIONS.

A Participant may suspend his Pre-Tax Contributions (including Catch-Up Contributions) at any time, in accordance with the uniform policies and procedures of the Plan Administrator. A Participant's request to suspend his Pre-Tax Contributions which is received by the Plan Administrator shall be given effect as soon as administratively feasible. A BC Member may resume making Pre-Tax Contributions as of any later Entry Date, in accordance with the uniform rules and procedures prescribed by the Plan Administrator. While a Participant is on an unpaid Authorized Leave of Absence, he shall be deemed to have suspended his Member Contributions and shall recommence such contributions following his return to active employment in accordance with the uniform rules and procedures of the Plan Administrator. A Participant shall not be entitled to "make-up" suspended contributions.

4.5. SPECIAL CONTRIBUTION RULES FOR QUALIFIED MILITARY SERVICE.

(a) GENERAL. Notwithstanding anything herein to the contrary, Participants who leave employment for Qualified Military Service and who are reemployed pursuant to the requirements of Code Section 414(u), shall be permitted to make special make up Member Social Security Replacement Contributions and Pre-Tax Contributions to the Plan in an amount up to the "maximum make up amount;" provided that any such contributions are made within the shorter of the two (2) following periods:

(1) the period beginning on the Participant's date of reemployment and ending on the date which is three (3) times the period of the Qualified Military Service; or

(2) the period beginning on the Participant's date of reemployment and ending on the fifth year anniversary of such date.

(b) SPECIAL DEFINITIONS. For purposes of this Section 4.5 only, the specified terms shall have the following meanings:

(1) "Compensation" for this purpose shall mean the Compensation the Participant would have received during his period of Qualified Military Service had he remained employed by the Tribe during that period, based on the rate of pay the Participant would have received but for absence during the period of qualified military service; provided, however, that if the compensation the Participant would have received during such period was not reasonably certain, compensation for purposes of this Section shall mean the Participant's average Compensation during the twelve (12) month period immediately preceding the Qualified Military Service (or, if shorter, the period of employment immediately preceding the Qualified Military Service.

(2) "Maximum make up amount" shall be calculated by taking into account the maximum amount of elective deferrals that the Participant would have been permitted to make under the Plan's normal contribution rules and limitations as set forth herein, for the period of Qualified Military Service as if the Participant had continued to be employed by the Tribe during such period and received compensation as described herein. No such contributions may exceed the amount the individual would have been permitted or required to contribute had the individual remained continuously employed by the Tribe during the period of Qualified Military Service.

(c) LIMITATIONS. Neither the provisions of this Section 4.5 nor any other Qualified Military Service provisions set forth in this Plan shall be construed in a manner which requires the allocation of earnings on any make up contributions attributable to Qualified Military Service or the allocation of forfeitures with respect to any period of Qualified Military Service except as otherwise required in accordance with federal law.

4.6. ELECTIVE DEFERRALS--402(G) DOLLAR LIMITATION.

(a) DOLLAR LIMITATION. Elective deferrals in any calendar year may not exceed the limitation set forth in Code Section 402(g), as adjusted (Eighteen Thousand Dollars (\$18,000) for the 2016 Plan Year). This limitation applies in the aggregate to the Participant's

“elective contributions” under all plans. For this purpose, the term “elective contributions” includes Pre-Tax Contributions to this Plan, the Participant's elective deferrals to any other qualified cash or deferred arrangement (as defined in Section 401(k) of the Code), any elective employer contributions to a simplified employee pension plan that are not included in the Participant's gross income due to Section 402(h)(1)(B) of the Code and any employer contribution used to purchase an annuity contract under Section 403(b) of the Code pursuant to a salary reduction arrangement (within the meaning of Section 3121(a)(5)(D) of the Code). “Elective contributions” for this purpose do not include Catch-Up Contributions made pursuant to Code Section 414(v) and Section 4.2(b) of the Plan.

(b) CORRECTIONS. In the event that the Participant's elective contributions to all such programs during any calendar year exceed the limitation for that calendar year, the Participant may, by March 1 of the calendar year following the calendar year for which the excess contributions were made, so advise the Plan Administrator and request the return of all or a portion of the excess contributions to this Plan. A Plan Participant shall automatically be deemed to have so advised the Plan Administrator and to have requested the return of any excess contributions that arise solely by taking into account the Participant's Pre-Tax Contributions to this Plan or any other plans sponsored by the Tribe. The excess contributions, along with any income thereon, shall then be returned to the Participant by the next following April 15. The earnings distributable with regard to any excess contributions determined pursuant to this Section 4.6(b) shall not include the income or loss allocable to such excess contributions for the period beginning on the last day of the taxable year and ending on the date of the corrective distribution. Excess elective contributions shall be treated as Annual Additions pursuant to this Plan, unless such amounts are distributed no later than the next following April 15.

(c) ADJUSTMENT OF MATCHING CONTRIBUTIONS. In the event that a distribution of excess elective deferral contributions is made pursuant to paragraph (b), the Tribal Matching Contributions Account, if any, will be adjusted by the amount of any Tribal Matching Contribution attributable to such excess elective deferral contributions (the “excess matching contribution”) plus the income allocable to any such excess matching contribution. The income allocable to the excess matching contributions shall be determined by the Plan Administrator in accordance with any method permitted under Treasury Regulation Sections 1.401(m)-1(e)(3) or 1.401(k)-1(f)(4) as applicable. Any such excess Tribal Matching Contributions (and earnings allocable thereto) will be forfeited and reallocated pursuant to the uniform and nondiscriminatory policies and procedures of the Plan Administrator.

ARTICLE V TRIBAL CONTRIBUTION FEATURE

5.1. TRIBAL SOCIAL SECURITY REPLACEMENT CONTRIBUTIONS.

The Tribe shall, subject to its right to terminate or amend this Plan, automatically make Tribal Social Security Replacement Contributions to the Trust Fund on behalf of each Participant who satisfies Section 3.1. Tribal Social Security Replacement Contributions shall equal the Tribal Social Security Replacement Percentage multiplied by the Participant's Compensation for the relevant period.

5.2. TRIBAL SERVICE REWARD CONTRIBUTIONS.

The Tribe shall, subject to its right to terminate or amend this Plan, make Tribal Service Reward Contributions on behalf of each Participant who completes a term of elected service on the Business Committee. The Tribal Service Reward Contributions shall equal the result of: the Service Multiplier multiplied by the Combined Social Security Percentage multiplied by the Participant's Final Annual Compensation. A BC Member shall be eligible to receive an Tribal Service Reward Contribution for each term during which the BC Member is elected to serve on the Business Committee.

5.3. TRIBAL MATCHING CONTRIBUTIONS.

The Tribe shall make Tribal Matching Contributions to the Plan on behalf of each Participant at the rate which would be payable if the Participant were eligible to participate in the Tribe's Governmental 401(k) Plan, if any. Tribal Matching Contributions shall be calculated on a Participant's Pre-Tax Contributions made in accordance with Section 4.2. The Tribe reserves the right to increase, reduce or eliminate Tribal Matching Contributions at any time on a prospective basis.

5.4. TRIBAL DISCRETIONARY CONTRIBUTIONS.

The Tribe shall make Tribal Discretionary Contributions to the Plan on behalf of each Participant at the rate which would be payable if the Participant were eligible to participate in the Tribe's Governmental 401(k) Plan, if any. Tribal Discretionary Contributions shall equal a uniform percentage of each Participant's Compensation. The Tribe reserves the right to increase, reduce or eliminate Tribal Discretionary Contributions at any time on a prospective basis.

5.5. ANNUAL TRUE UP; CORRECTIVE CONTRIBUTIONS.

(a) TRUE UP. In the event that the Plan Administrator determines a Participant did not receive the appropriate Tribal Matching and/or Discretionary Contribution for the Plan Year based on the current Tribal Contribution formula, if any, the Plan Administrator shall cause the Tribe to make a true up contribution on behalf of any affected Participant, which shall be allocated in accordance with the uniform and nondiscriminatory policies of the Plan Administrator. The provisions of this Section 5.5(a) are intended to authorize corrective allocations when necessary, as determined by the Plan Administrator, and are not intended to impose or create an annual reconciliation requirement. Furthermore, this true up provision shall not serve to convert payroll period matching allocations to annual matching allocations, nor shall it serve to convert excluded Compensation amounts to Compensation which is eligible for inclusion in an Tribal Contribution calculation.

(b) CORRECTIVE CONTRIBUTIONS. Notwithstanding anything herein to the contrary, but subject to all applicable limitations of the Code, the Tribe may make additional contributions to the Plan as needed to correct any errors in administration which may occur from time to time. Such corrective contributions shall be limited to the extent necessary (including earnings as applicable) to place affected Participants in the position they would have been in but for such error or errors, and shall be allocated to the account or accounts in which

the error was made, subject to all rules and procedures otherwise applicable to such accounts. Notwithstanding the foregoing, the earnings distributable with regard to any excess contributions determined pursuant to this Section 5.5(b) shall not include the income or loss allocable to such excess contributions for the period beginning on the last day of the taxable year and ending on the date of the corrective distribution.

5.6. SPECIAL CONTRIBUTIONS FOR QUALIFIED MILITARY SERVICE

Notwithstanding anything herein to the contrary, contributions, benefits and service credit with respect to Qualified Military Service shall be provided in accordance with Section 414(u) of the Code. In this regard, the Tribe shall contribute Tribal Contributions to the Plan on behalf of a Participant who is reemployed as a BC Member following a period of Qualified Military Service and who is otherwise qualified to receive make-up contributions in accordance with Section 414(u). The foregoing shall not be construed to expand the Employer's contribution obligations beyond those required in order to comply with Section 414(u).

5.7. TIME OF PAYMENT.

Tribal Basic and Matching Contributions shall be paid to the Plan's Trust Fund no later than the date that is thirty (30) days after the payroll period to which the Tribal Basic and Matching Contributions relate. Tribal Social Security Replacement Contributions and Tribal Service Reward Contributions shall be paid to the Plan's Trust Fund no later than the October 1st next following the close of the Business Committee term to which the Tribal Social Security Replacement and Tribal Service Reward Contributions relate.

5.8. CONDITIONAL NATURE OF CONTRIBUTIONS.

(a) MISTAKE OF FACT. Any contribution made to the Trust Fund by the Tribe because of a mistake of fact shall be returned to the Tribe upon its request within one (1) year of the date of the contribution.

(b) LIMITATIONS ON AMOUNTS RETURNED. Notwithstanding anything herein to the contrary, the maximum amount that may be returned to the Tribe pursuant to subparagraphs (a) or (b) above is limited to the portion of such contribution attributable to the mistake of fact or the portion of such contribution deemed non-qualified (the "excess contribution"). Earnings attributable to the excess contribution will not be returned to the Tribe, but losses attributable thereto will reduce the amount so returned. In no case shall withdrawal of any excess contribution pursuant to subparagraph (a) or (b) above reduce the balance of the Participant's account to less than the balance would have been had the excess contribution not been made.

ARTICLE VI
ACCOUNTING

6.1. SEPARATE ACCOUNTS.

A separate Member Social Security Replacement Contributions Account, Pre-Tax Contributions Account, Tribal Social Security Replacement Contributions Account, Tribal Service Reward Contributions Account, Tribal Discretionary Contributions Account and Tribal Matching Contributions Account, as appropriate, will be maintained for each Participant in the Plan. Any Catch-Up Contributions made by a Participant shall be credited to the Pre-Tax Contributions Account maintained for such Participant; provided, however, that the Plan Administrator, in its discretion and pursuant to uniform and nondiscriminatory rules, may establish a sub-account for such contributions. Each such account shall be adjusted as hereinafter provided to reflect any withdrawals and distributions and the appreciation or depreciation in the value of the assets of the Trust Fund. The establishment and maintenance of separate accounts shall not be construed as giving any person any interest in any specific asset of the Trust Fund which, for investment purposes, shall be administered as a single fund unless and until otherwise directed by the Plan Administrator or otherwise provided herein.

6.2. ALLOCATION OF CONTRIBUTIONS AND FORFEITURES.

(a) **BC MEMBER CONTRIBUTIONS.** The Member Social Security Replacement Contributions and Pre-Tax Contributions (including any Catch-Up Contributions) of a Participant will be allocated to his Member Social Security Replacement Contributions Account and Pre-Tax Contributions Account respectively, at the rates established pursuant to Article IV. The allocation of BC Member Contributions shall be made as of a uniform date selected by the Plan Administrator, which shall not be later than the last day of the month following the month in which the contribution payroll period ends.

(b) **TRIBAL SOCIAL SECURITY REPLACEMENT CONTRIBUTIONS.** The Tribal Social Security Replacement Contributions made on behalf of a Participant for a Plan Year shall be allocated to his Tribal Social Security Replacement Contributions Account as of a uniform date selected by the Plan Administrator, which date shall be not later than the date which is sixty (60) days following the close of the Business Committee term to which they relate.

(c) **TRIBAL SERVICE REWARD CONTRIBUTIONS.** The Tribal Service Reward Contributions made on behalf of a Participant for a Plan Year shall be allocated to his Tribal Service Reward Contributions Account as of a uniform date selected by the Plan Administrator, which date shall be not later than the date which is sixty (60) days following the close of the Business Committee term to which they relate.

(d) **TRIBAL DISCRETIONARY AND MATCHING CONTRIBUTIONS.** The Tribal Discretionary and Matching Contributions made on behalf of a Participant for a Plan Year shall be allocated to his Tribal Discretionary Contributions Account and Tribal Matching Contributions Account, respectively, as of a uniform date selected by the Plan Administrator, which shall not be later than the last day of the month following the month in which the contribution payroll period ends.

(e) NO RESTRICTIONS ON ALLOCATIONS. All Tribal Contributions called for pursuant to Article V shall be allocated in accordance with this Section 6.2 regardless of whether a Participant completes a particular term of Business Committee service.

(f) DISTRIBUTIONS AND WITHDRAWALS. All distributions and withdrawals made on behalf of or by a Participant shall be deducted from the Participant's Account from which the distribution or withdrawal was made, as of a uniform date selected by the Plan Administrator.

(g) ALLOCATION OF PLAN EXPENSES. All Plan expenses paid out of the Plan pursuant to 12.5 will be allocated in accordance with the uniform and nondiscriminatory policies of the Plan Administrator. The Plan Administrator may determine, in its discretion, to allocate Plan expenses to all current and former Participants of the Plan, to a particular class of Participants (such as former Participants), or to charge the account of a particular affected Participant; provided, however, that such allocations are reasonable and that any allocation to former Participants does not impose a significant detriment on the former Participant's right to leave his or her account balance in the Plan. All expenses which are allocated among Participant accounts shall be allocated as of the last day of the Plan Year during which such expenses were paid and shall be allocated either on an pro rata or per capita basis, as determined by the Plan Administrator in its discretion. No expenses shall be allocated to a Participant if the Participant's Accounts are valued at zero as of the date on which expenses are allocated.

6.3. VALUATION AND ACCOUNT ADJUSTMENTS.

(a) GENERAL ALLOCATION RULE. The assets of each Investment Fund will be valued as of each Valuation Date in accordance with the standard procedures established and maintained by the manager of the appropriate Investment Fund.

(b) FORMER PARTICIPANTS. For purposes of this Section 6.3, any individual who has an account balance in the Plan (including current Plan Participants, former Participants who have not yet received all amounts to which they are entitled, surviving spouses of deceased Participants and Beneficiaries) shall be considered to be a "Participant."

(c) INVESTMENT DIRECTIONS. Notwithstanding anything to the contrary in this Section 6.3, if a Participant's accounts or any portion thereof are subject to directed investment pursuant to Section 8.3, amounts subject to directed investment shall be adjusted separately to reflect gains or losses attributable strictly to such directed investments.

6.4. LIMITATIONS ON ANNUAL ADDITIONS.

(a) GENERAL RULE. Notwithstanding anything in this Plan to the contrary, the Annual Addition to be allocated to the accounts of a Participant for any Plan Year shall not exceed an amount equal to the lesser of (1) Forty Thousand Dollars (\$40,000), as adjusted for increases in the cost-of-living under Section 415(d) of the Code (\$53,000 for the 2016 Plan Year), or (2) 100 percent of the Participant's Compensation, within the meaning of Section 415(c)(3) of the Code, for the limitation year.

(b) MULTIPLE DEFINED CONTRIBUTION PLANS. The limitations of this Section with respect to any Participant who is at any time participating in any other “defined contribution plan,” as defined in Section 414(i) of the Code, maintained by the Tribe shall apply as if the total Annual Additions under all defined contribution plans in which the Participant is participating were allocated under this Plan.

(c) ADJUSTING ANNUAL ADDITIONS. If the limitations of paragraph (a) are exceeded, adjustments shall first be made to the annual additions under any other defined contribution plan of the Tribe, if permitted by such plan. If further adjustments are required to satisfy the requirements of paragraph (a), the annual additions shall be adjusted in accordance with the rules for adjusting excess amounts under the Internal Revenue Service’s then current version of the Employee Plans Compliance Resolutions System.

(d) CODE AND TREASURY REGULATIONS. The limitations of Code Section 415 and the Treasury Regulations promulgated thereunder are incorporated into the terms of the Plan by this reference and the Plan shall be operated in compliance with such limitations. The provisions of Code Section 415 and the related Treasury Regulations shall control in the event of any conflict with the Section 2.1(c) of the Plan (definition of “Annual Addition”), this Section 6.4 or any other terms of this Plan document.

ARTICLE VII **VESTING**

7.1. FULL VESTING.

Each Participant shall at all times be fully vested in all amounts credited to or allocable to his Member and Tribal Contributions Accounts, and his rights and interest therein shall not be forfeitable for any reason.

ARTICLE VIII **INVESTMENT OF ACCOUNTS**

8.1. PARTICIPANT DIRECTED INDIVIDUAL ACCOUNT PLAN.

This Plan is intended to constitute a participant directed individual account plan and shall be administered, on a voluntary basis, in accordance with the principles of Section 404(c) of the Act. As such, Participants shall be provided the opportunity to exercise control over some or all of the assets in their accounts under the Plan and to choose from a broad range of investment alternatives. The Plan Administrator may adopt participant direction procedures, setting forth nondiscriminatory and uniform policies and procedures governing Participant direction of investments under the Plan.

8.2. AVAILABILITY OF INVESTMENT ALTERNATIVES.

The Plan Administrator, pursuant to uniform and nondiscriminatory rules, shall establish three (3) or more Investment Funds in accordance with the terms and provisions of this Article VIII. In establishing Investment Funds, the Plan Administrator shall select

investment alternatives which provide each Participant with a broad range of investment alternatives.

8.3. EXERCISE OF CONTROL.

(a) INVESTMENT DIRECTION. Each Participant may direct that all of the amounts attributable to his accounts or to an account shall be invested in a single Investment Fund or may direct fractional (percentage) increments of his accounts to be invested in such fund or funds as he shall desire in accordance with uniform procedures promulgated by the Plan Administrator. Each Participant, in accordance with such rules, may change his investment directions to provide for the investment of existing account balances or future contributions among the various Investment Funds in such increments, or all to any one (1) of them, as the Participant shall elect. The Plan Administrator shall provide Participants the opportunity to receive written confirmation of any such investment direction. The Trustee and Plan Administrator shall be obligated to comply with such instruction except as provided in paragraph (d) below. The Plan Administrator shall promulgate uniform and nondiscriminatory rules constituting the investment direction policy under the Plan which shall be communicated to Participants regarding:

(1) The frequency of change of investment direction of current account balances among Investment Funds;

(2) The frequency of change of investment direction of future contributions among Investment Funds;

(3) The effective dates of instructions regarding investment directions and changes of investment directions;

(4) The fractional (percentage) limitations, if any, in which current account balances may be invested and/or transferred between Investment Funds;

(5) The fractional (percentage) limitations, if any, in which future contributions are to be invested between Investment Funds; and

(6) The periods within which direction must be given if it is to be effective for a particular period.

Procedures with regard to any one (1) or more Investment Funds may vary to reflect the variable or contrasting characteristics of a particular investment alternative, provided that Participants are given the opportunity to give investment instructions with respect to each investment alternative available under the Plan with a frequency which is appropriate in light of the market volatility to which the investment alternative may reasonably be expected to be subject.

(b) REQUIRED INFORMATION. The Plan Administrator shall provide each Participant with the opportunity to obtain sufficient information to make informed decisions with regard to investment alternatives available under the Plan, and incidents of ownership appurtenant to such investments. Neither the Tribe, Plan Administrator, Trustee, or any other

individual associated with the Plan or the Tribe shall give investment advice to Participants with respect to Plan investments. The providing of information pursuant to this Article VIII shall not in any way be deemed to be the providing of investment advice, and shall in no way obligate the Tribe, Plan Administrator, Trustee or any other individual associated with the Plan or the Tribe to provide any investment advice.

(c) TRANSACTION COSTS. The Plan Administrator, pursuant to uniform and nondiscriminatory rules, may charge each Participant's accounts for the reasonable expenses of carrying out investment instructions directly related to such account, provided that each Participant is periodically (not less than quarterly) informed of such actual expenses incurred with respect to his or her respective accounts.

(d) IMPERMISSIBLE INVESTMENT INSTRUCTION. The Plan Administrator shall decline to implement any Participant instructions if: (a) the instruction is inconsistent with any provisions of the Plan or Trust Agreement; (b) the instruction is inconsistent with any investment direction policies adopted by the Plan Administrator from time to time; (c) implementing the instruction would result in a prohibited transaction under applicable provisions of the Code; (d) implementing the instruction would result in taxable income to the Plan; (e) implementing the instruction would jeopardize the Plan's tax qualified status; or (f) implementing the instruction could result in a loss in excess of a Participant's account balance. The Plan Administrator, pursuant to uniform and nondiscriminatory rules, may promulgate additional limitations on investment instruction from time to time.

(e) INDEPENDENT EXERCISE. A Participant shall be given the opportunity to make independent investment directions. No Plan fiduciary shall subject any Participant to improper influence with respect to any investment decisions, and nor shall any Plan fiduciary conceal any non-public facts regarding a Participant's Plan investment unless disclosure is prohibited by law. Plan fiduciaries shall remain completely neutral in all regards with respect to Participant investment direction. A Plan fiduciary may not accept investment instructions from a Participant known to be legally incompetent, and any transactions with a fiduciary, otherwise permitted under this Article VIII and the uniform and nondiscriminatory rules regarding investment direction promulgated by the Plan Administrator, shall be fair and reasonable to the Participant.

8.4. ADJUSTMENT OF ACCOUNTS.

Adjustments pursuant to Section 6.3 shall be made on a separate fund basis. Gains and income or losses attributable to each investment fund shall be allocable strictly to the investment fund and accounts invested therein. Each investment fund shall be invested in accordance with the provisions of the Plan and the Trust Agreement.

8.5. LIMITATION OF LIABILITY AND RESPONSIBILITY.

The Trustee, the Plan Administrator and the Tribe shall not be liable for acting in accordance with the directions of a Participant pursuant to this Article VIII or for failing to act in the absence of any such direction. The Trustee, the Plan Administrator and the Tribe shall not be responsible for any loss resulting from any direction made by a Participant and shall have no duty to review any direction made by a Participant. The Trustee shall have no obligation to

consult with any Participant regarding the propriety or advisability of any selection made by the Participant. The Trustee, the Plan Administrator and the Employer do not guarantee the Accounts of Participants in any way from loss or depreciation.

8.6. FORMER PARTICIPANTS AND BENEFICIARIES.

For purposes of this Article VIII, the term "Participant" shall be deemed to include former Participants and the Beneficiaries of any deceased Participants.

8.7. FAILURE TO GIVE DIRECTIONS.

In the event of a Participant's failure to give investment directions, the Trustee shall invest the Participant's accounts in the Plan's designated default Investment Fund(s) designated by the Trustee as the default investment mechanism under the Plan until such directions can be obtained and given effect.

ARTICLE IX **IN-SERVICE WITHDRAWALS**

9.1. SPECIAL MILITARY SERVICE WITHDRAWALS.

(a) GENERAL. The military service withdrawal options are subject to additional guidance from the Treasury Department and the Internal Revenue Service regarding the Heroes Earnings Assistance and Tax Relief Act of 2008. The Tribe shall implement the provisions of this Section 9.1 in accordance with its reasonable and good faith interpretation of all available guidance on these withdrawal options.

(b) QUALIFIED RESERVIST DISTRIBUTIONS. If a Participant is actively serving as a BC Member, is a member of a reserve component of the United States military and is called to active duty for a period of at least 180 days or for an indefinite period, the Participant may request a withdrawal of his Pre-Tax Contributions (including Catch-Up Contributions) (exclusive of any earnings thereon) in accordance with Code Section 72(t)(2)(G) and Code Section 401(k)(2)(B)(i)(V). Any Qualified Reservist Distribution initiated pursuant to this Section must be requested and paid after the Participant is called to active duty and before the Participant's period of active duty is completed. A Qualified Reservist Distribution may be repaid to an individual retirement account, subject to the timing restrictions set forth in Code Section 72(t)(2)(G)(ii), but may not be repaid to the Plan, regardless of whether the Participant returns to service with the Tribe following military leave.

(c) ACTIVE DUTY DISTRIBUTION. A Participant who is an active BC Member and who is called to active duty in the United States military for a period of at least 30 days, as described in Code Section 3401(h)(2)(A), will be treated as if he severed from employment with the Tribe solely for purposes of requesting a distribution from the Plan in accordance with Section 10.5(b). Any such distribution shall be administered in accordance with Code Section 414(u)(12)(B). If a Participant receives a distribution pursuant to this Section, the Participant's right to make Pre-Tax Contributions (including Catch-Up Contributions) to this Plan pursuant to Section 4.2 shall be suspended for a period of six (6) months following the month in which the withdrawal is made. A Participant may resume making

Pre-Tax Contributions (including Catch-Up Contributions) as of any Entry Date following completion of the suspension period.

(d) EFFECT OF ELECTION. A Participant who elects to receive a withdrawal pursuant to this Section 9.1 shall continue to participate in the Plan subsequent to his receipt of such withdrawal, subject to the contributions suspension provisions set forth herein, if applicable. Amounts withdrawn by the Participant pursuant to this Section 9.1 may not be repaid to the Plan.

(e) EXPENSES. Any expense incurred in making a withdrawal pursuant to this Article IX shall be charged to the Participant's Account and shall be deducted prior to the disbursements of the withdrawal proceeds to the Participant.

ARTICLE X **DISTRIBUTION OF BENEFITS**

10.1. NORMAL AND LATE RETIREMENT.

A Participant shall be entitled to full distribution of his accounts, as provided in Sections 10.5 and 10.6, upon actual retirement as of or after his Normal Retirement Date. A Participant may remain in the employment of the Tribe after his Normal Retirement Date, if he desires, and shall retire at such later time as he may desire, unless the Tribe lawfully directs earlier retirement.

10.2. DISABILITY.

A Participant who shall separate from employment due to Disability shall be entitled to full distribution of his accounts, as provided in Sections 10.5 and 10.6. Subject to the provisions of Section 10.5, the payments may commence as of his date of separation from employment due to Disability.

10.3. DEATH.

(a) BENEFIT. In the event that a Participant (which term for purposes of this Section includes former Participants) shall die prior to his Benefit Commencement Date, the Participant's surviving spouse (or his other designated Beneficiary) shall be entitled to full distribution of the Participant's accounts at the time and in the manner provided in Sections 10.5 and 10.6.

(b) BENEFICIARY. Notwithstanding any Beneficiary designation made by the Participant to the contrary, except as otherwise noted below, a married Participant's spouse shall be deemed to be his Beneficiary for purposes of this Plan unless the Participant's spouse consents to the designation of a different Beneficiary in accordance with the spousal consent rules of Section 10.9(b).

10.4. OTHER SEPARATIONS FROM EMPLOYMENT.

A Participant who separates from employment for any reason other than retirement, death or Disability shall be entitled to distribution of his vested interest in his accounts at the time and in the manner provided in Sections 10.5 and 10.6.

10.5. TIME OF DISTRIBUTION OF BENEFITS.

(a) RETIREMENT. Except as set forth in Section 10.6(b) regarding the automatic distribution of certain small amounts and subparagraph (e) of this Section concerning mandatory commencement of distributions, payment to a Participant who is entitled to benefits under Section 10.1 shall commence as soon as administratively feasible following the receipt by the Plan Administrator of the Participant's request for a distribution.

(b) TERMINATION OR DISABILITY DISTRIBUTIONS. Except as set forth in Section 10.6(c) regarding the automatic distribution of certain small accounts, payment to a Participant who is entitled to benefits under Sections 10.2 or Section 10.4 shall commence as soon as administratively feasible following the receipt by the Plan Administrator of the Participant's request for a distribution.

(c) DEATH PRIOR TO COMMENCEMENT OF BENEFITS. In the event of the death of the Participant prior to the distribution of his Accounts under the Plan, payments to the Participant's Beneficiaries shall commence as soon as possible following the Participant's death and must be paid in full by December 31 of the calendar year which includes the fifth (5th) anniversary of the date of the Participant's death, unless the surviving spouse or other designated beneficiary make an appropriate election under Code Section 401(a)(9). All distributions made subsequent to the death of the Participant shall be made in accordance with the requirements of Code Section 401(a)(9) and Section 10.7 of the Plan.

(d) REQUIRED COMMENCEMENT OF PAYMENTS. Payment to a former Participant must commence by April 1 of the calendar year following the calendar year in which the Participant attains the age of seventy and one-half (70-½) years or, if later, by April 1 of the calendar year following the calendar year in which the Participant retires, in accordance with requirements of Code Section 401(a)(9) and Section 10.7 of the Plan.

(e) CONSENT TO EARLY DISTRIBUTIONS. Except as otherwise provided in Section 10.6 concerning the payment of small amounts, no benefit payments may commence pursuant to the preceding provisions of this Section prior to the Participant's sixty-second (62nd) birthday, unless the Participant requests the earlier commencement of benefits in accordance with the uniform and nondiscriminatory policies and procedures of the Plan Administrator. The Participant's request must be in a form acceptable to the Plan Administrator.

10.6. METHOD OF DISTRIBUTION.

(a) STANDARD FORM OF PAYMENT. Payment to a Participant or Beneficiary shall be made in the form of a single lump sum cash payment, subject to the direct rollover provisions of Section 10.8.

(b) **DISTRIBUTION OF SMALL AMOUNTS.** Notwithstanding any provision of the Plan to the contrary, the Plan Administrator, in its sole discretion, may direct payment of benefits in a single lump sum, without the consent of the Participant, if the total amount distributable to the Participant (or a surviving spouse or alternate payee) from all of his accounts does not exceed One Thousand Dollars (\$1,000.00) or such lesser amount determined by the Plan Administrator, in its sole discretion and pursuant to a uniform and nondiscriminatory policy, to be the appropriate small account distribution limit.

(c) **AMOUNT OF DISTRIBUTION.** For the purpose of determining the amount to be distributed to Participants and Beneficiaries, the Participant's accounts will as a general matter be valued as of the Valuation Date preceding the date upon which distribution is to commence. Valuation procedures may vary depending on the nature of the investment alternatives selected by the Participant, but will be conducted in a non-discriminatory manner.

10.7. MINIMUM DISTRIBUTION REQUIREMENTS.

The following provisions of this Section 10.7 are intended to demonstrate reasonable and good faith compliance with the final Treasury regulations issued pursuant to Section 401(a)(9) of the Code. Reasonable and good faith deviations from the provisions of this Section 10.7 and/or from the Treasury regulations published under Code Section 401(a)(9) shall not adversely impact the Plan's compliance status as set forth in Section 823 of the Pension Protection Act of 2006 and Treasury Regulation Section 1.401(a)(9)-1, Q&A 2(d). The provisions of this Section 10.7 shall supersede all other provisions of the Plan to the extent that such other Sections of the Plan are inconsistent with the Treasury regulations. All distributions required under this Section 10.7 will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Code. All references to the "designated Beneficiary" in this Section 10.7 shall be deemed to incorporate the designation procedures set forth in Section 10.9 of the Plan.

(a) TIME AND MANNER OF DISTRIBUTION.

(1) **REQUIRED BEGINNING DATE.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) **DEATH OF PARTICIPANT BEFORE DISTRIBUTIONS BEGIN.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.

(B) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this section (a)(2), other than section (a)(2)(A), will apply as if the surviving spouse were the Participant.

For purposes of this section (a)(2) and section (d), unless section (a)(2)(D) applies, distributions are considered to begin on the Participant's required beginning date. If section (a)(2)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under section (a)(2)(A).

(3) FORMS OF DISTRIBUTION. Unless the Participant's interest is distributed in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with sections (b) and (c) of this Section 10.7.

(b) REQUIRED MINIMUM DISTRIBUTIONS DURING PARTICIPANT'S LIFETIME.

(1) AMOUNT OF REQUIRED MINIMUM DISTRIBUTION FOR EACH DISTRIBUTION CALENDAR YEAR. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(A) The quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(B) If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) LIFETIME REQUIRED MINIMUM DISTRIBUTIONS CONTINUE THROUGH YEAR OF PARTICIPANT'S DEATH. Required minimum distributions will be determined under this section (b) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(c) REQUIRED MINIMUM DISTRIBUTIONS AFTER PARTICIPANT'S DEATH.

(1) DEATH ON OR AFTER DATE DISTRIBUTIONS BEGIN.

(A) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary,

the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) DEATH BEFORE DATE DISTRIBUTIONS BEGIN.

(A) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in section (c)(1).

(B) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under section (a)(2)(A), this section (c)(2)(C) will apply as if the surviving spouse were the Participant.

(d) DEFINITIONS.

(1) DESIGNATED BENEFICIARY. The individual who is designated as the Beneficiary under Section 10.9 of the plan and is the designated Beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-4 of the Treasury regulations.

(2) DISTRIBUTION CALENDAR YEAR. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under section (a)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) LIFE EXPECTANCY. Life expectancy as computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9.

(4) PARTICIPANT'S ACCOUNT BALANCE. The account balance as of the last day of the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance in the distribution calendar year and decreased by distributions made in the distribution calendar year. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) REQUIRED BEGINNING DATE. The date defined as April 1 of the calendar year following the calendar year in which the Participant attains the age of seventy and one-half (70-½) years or, if later, by April 1 of the calendar year following the calendar year in which the Participant retires. The Tribe is a federally recognized Indian tribal government and has no five (5%) owners.

(e) SUSPENSION OF 2009 DISTRIBUTIONS. Notwithstanding any provision of the foregoing to the contrary, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the 2009 RMDs. In addition, notwithstanding Section 10.8 of the Plan, and solely for purposes of

applying the direct rollover provisions of the Plan, neither the 2009 RMDs or the Extended 2009 RMDs shall be treated as eligible rollover distributions. A direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code Section 401(a)(9)(H).

10.8. ELIGIBLE ROLLOVER DISTRIBUTIONS.

(a) GENERAL. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover".

(b) DEFINITIONS.

(1) ELIGIBLE ROLLOVER DISTRIBUTION. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any amount that is distributed on account of hardship; any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and any other distribution that is reasonably expected to total less than Two Hundred Dollars (\$200.00) during a year.

(2) ELIGIBLE RETIREMENT PLAN. An eligible retirement plan is an individual retirement account ("IRA") described in Section 408(a) of the Code, an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or a Roth IRA described in Code Section 408A(b) (provided that any such distribution is made in accordance with Section 408A of the Code) that accepts the distributee's eligible rollover distribution.

(3) DISTRIBUTEES. A distributee includes a BC Member or former BC Member. In addition, the BC Member's or former BC Member's surviving spouse and the BC Member's or former BC Member's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. The definition of eligible retirement plan set forth in subparagraph (2) above shall apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order. A distributee also includes the Participant's non-spouse Beneficiary. In the case of a non-spouse Beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is

established on behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11).

(4) DIRECT ROLLOVER. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

10.9. DESIGNATION OF BENEFICIARY.

(a) GENERAL RULE. Subject to Section 10.3, each Participant shall have the right to designate, on forms supplied by and delivered to the Plan Administrator, a Beneficiary or Beneficiaries to receive his benefits hereunder in the event of the Participant's death. As provided in Section 10.3, if the Participant is married when the Beneficiary designation is filed, the designation will be ineffective unless the Participant's spouse consents to the election. Subject to the spousal consent requirements, each Participant may change his Beneficiary designation from time to time in the manner described above. Upon receipt of such designation by the Plan Administrator, such designation or change of designation shall become effective as of the date of the notice, whether or not the Participant is living at the time the notice is received. There shall be no liability on the part of the Tribe, the Plan Administrator or the Trustee with respect to any payment authorized by the Plan Administrator in accordance with the most recent valid Beneficiary designation of the Participant in its possession before receipt of a more recent and valid Beneficiary designation. If no designated Beneficiary is living when benefits become payable, or if there is no designated Beneficiary, the Beneficiary shall be the Participant's spouse; or if no spouse is then living, such Participant's issue, including any legally adopted child or children, in equal shares by right of representation; or if no such designated Beneficiary and no such spouse or issue, including any legally adopted child or children, is living upon the death of a Participant, or if all such persons die prior to the full distribution of such Participant's benefits, then the Beneficiary shall be the estate of the Participant.

(b) SPOUSAL CONSENT. A Participant's spouse may not give a general consent to the designation of a Beneficiary other than the spouse, but rather must consent to the designation of a particular Beneficiary. If the Participant elects to change the Beneficiary, the spouse's prior consent will be null and void and a new consent will be required, unless the spouse's consent expressly permits a change of designation without the further consent of the spouse. Spousal consent will be irrevocable once given. The consent of the Participant's spouse to an election under the Plan shall be in writing, acknowledge the effect of such an election, be witnessed by a notary public or a designated representative of the Plan Administrator and be provided to the Plan Administrator. No spousal consent will be required if the Plan Administrator determines, in its sole discretion, that such consent cannot be obtained because the spouse cannot be located or other circumstances exist that preclude the Participant from obtaining such consent (to the degree permitted under applicable regulations issued by the United States Treasury Department). Any spousal consent given pursuant to this Section or dispensed with pursuant to the preceding sentence will be valid only with respect to the spouse who signs the consent or with respect to whom the consent requirement is waived by the Plan Administrator.

10.10. PAYMENTS TO DISABLED.

If a person entitled to any payment hereunder shall be under a disability, or in the sole judgment of the Plan Administrator shall otherwise be unable to apply such payment to his own interest and advantage, the Plan Administrator in the exercise of its discretion may direct the Trustee to make any such payment in any one (1) or more of the following ways: (a) directly to such person, (b) to his legal guardian or conservator, or (c) to his spouse or to any person charged with the legal duty of his support, to be expended for his benefit. The decision of the Plan Administrator shall in each case be final and binding upon all persons in interest.

10.11. UNCLAIMED ACCOUNTS; NOTICE.

(a) GENERAL. Neither the Tribe, the Plan Administrator nor the Trustee shall be obliged to search for, or ascertain the whereabouts of, any Participant or Beneficiary. If a Participant or Beneficiary becomes entitled to a distribution under the Plan, the Plan Administrator shall notify the Participant or Beneficiary that he is entitled to a distribution by certified or registered mail addressed to the Participant's or Beneficiary's last known address of record with the Plan Administrator or the Tribe. In the event that the Participant or Beneficiary fails to respond to a distribution notice sent via certified or registered mail, or in the event Plan account statements, investment statements, or other Plan communication materials are returned to the Plan Administrator (regardless of whether they are sent via certified or registered mail) indicating that the Participant is no longer at the address on record, the Plan Administrator may, at its option, publish a notice in the Tribe's newspaper and/or post notices in an attempt to locate missing participants. Upon failure of the foregoing, the Plan Administrator shall take commercially reasonable steps to locate the Participant.

(b) SEGREGATION OF ACCOUNT. If the Participant or Beneficiary cannot be located by the Plan Administrator, the Plan Administrator, in its discretion, may thereafter direct the Trustee to segregate the Participant's benefits in an "Unclaimed Accounts" fund maintained under the Trust Fund. The Plan's Unclaimed Accounts fund shall hold the assets of all unclaimed Participant and Beneficiary accounts on a commingled basis, subject to appropriate recordkeeping requirements. Any such Unclaimed Accounts fund shall be invested in the Plan's default Investment Fund and the Plan Administrator and the Trustee shall have no other investment responsibility with regard to such benefits until the Participant or Beneficiary provides current investment directions pursuant to the Plan and/or claims any distributions which may be due. The segregated deposits shall be entitled to all income they earn and shall bear all expense or loss (including administration expenses) they incur.

(c) FORFEITURE OF ACCOUNT; RESTORATION. Should the Plan Administrator not be able to locate a Participant who is entitled to be paid a benefit under the Plan after making reasonable efforts to contact said Participant under the above procedures, and a period of one (1) year has elapsed from the Participant's termination date, a forfeiture of the Participant's vested benefit may occur and be treated as other forfeitures under this Plan. Notwithstanding said forfeiture, in the event that the Participant (or Beneficiary) should thereafter make a claim for his benefits, as determined prior to the date of the forfeiture, the Plan Administrator shall restore his account balance together with annual interest at the "Short Term Federal Rate," as defined in Code Section 1274, from the date of the forfeiture. Such amounts shall be restored to the extent possible with other forfeitures available for allocation in

the year of restoration. Should there be insufficient forfeitures occurring on said restoration date, the Tribe shall be obligated to restore said account by means of a special contribution to the Plan.

10.12. UNDERPAYMENT OR OVERPAYMENT OF BENEFITS.

In the event that, through misstatement or computation error, benefits are underpaid or overpaid, there shall be no liability for any more than the correct benefit sums under the Plan. Overpayment may be deducted from future payments under the Plan, and under payments may be added to future payments under the Plan. In lieu of receiving reduced benefits under the Plan, a Participant or beneficiary may elect to make a lump sum repayment of any overpayment.

ARTICLE XI **INALIENABILITY OF BENEFITS**

11.1. NO ASSIGNMENT PERMITTED.

(a) **GENERAL PROHIBITION.** No Participant or Beneficiary, and no creditor of a Participant or Beneficiary, shall have any right to assign, pledge, hypothecate, anticipate or in any way create a lien upon the Trust Fund. All payments to be made to Participants or their Beneficiaries shall be made only upon their personal receipt or endorsement, except as provided in Section 10.10, and no interest in the Trust Fund shall be subject to assignment or transfer or otherwise be alienable, either by voluntary or involuntary act or by operation of law or equity, or subject to attachment, execution, garnishment, sequestration, levy or other seizure under any legal, equitable or other process, or be liable in any way for the debts or defaults of Participants and Beneficiaries.

(b) **PERMITTED ARRANGEMENTS.** This Section 11.1 shall not preclude arrangements for the withholding of taxes from benefit payments, arrangements for the recovery of benefit overpayments, arrangements for the transfer of benefit rights to another plan, or arrangements for direct deposit of benefit payments to an account in a bank, savings and loan association or credit union (provided that such arrangement is not part of an arrangement constituting an assignment or alienation). Additionally, this Section shall not preclude arrangements for the distribution of the benefits of a Participant or Beneficiary pursuant to the terms and provisions of a Qualified Domestic Relations Order in accordance with the following provisions of this Article XI.

11.2. QUALIFIED DOMESTIC RELATIONS ORDERS.

A Qualified Domestic Relations Order is an order described in Section 401(a)(13) and Section 414(p) of the Code that is (1) issued by, domesticated through, or recognized by the Oneida Tribal Judicial System; and (2) permits distribution of benefits in a distribution mode provided under the Plan, does not require payment of increased benefits and does not require payment of benefits allocated to a different alternate payee under a prior Qualified Domestic Relations Order.

11.3. PROCESSING QUALIFIED DOMESTIC RELATIONS ORDERS.

(a) NOTICE. All decisions and determinations with respect to a domestic relations order, including whether such order is a Qualified Domestic Relations Order within the meaning of this Article XI, shall be made by the Plan Administrator within a reasonable time following its receipt of such order and in accordance with such uniform rules and procedures as may be adopted by the Plan Administrator. Upon receipt of a domestic relations order, the Plan Administrator shall notify the Participant or Beneficiary whose benefits may be affected by such order of its receipt of such order. The Plan Administrator shall also advise the Participant or Beneficiary and the alternate payee named in the order of its rules and procedures relating to the determination of the qualified status of such order.

(b) RETENTION OF PAYMENTS. If payment of benefits to the Participant or Beneficiary has commenced at the time a domestic relations order is received by the Plan Administrator or benefits become payable after receipt of such order, the Plan Administrator shall direct the Trustee to segregate and hold the amounts which would be payable to the alternate payee under the order if such order is ultimately determined to be a Qualified Domestic Relations Order. If the Plan Administrator determines that the order is a Qualified Domestic Relations Order within eighteen (18) months of the segregation of benefits payable to the alternate payee under such order, the Plan Administrator shall direct the Trustee to pay the segregated amounts (plus any earnings thereon) as well as such future amounts as may be specified in such order to the alternate payee. If the Plan Administrator determines that the order is not a Qualified Domestic Relations Order or is unable to determine whether such order is a Qualified Domestic Relations Order within the eighteen (18) month period following the segregation of benefits, the Plan Administrator shall direct the Trustee to pay the segregated amounts (plus any earnings thereon) to the Participant or Beneficiary. A determination by the Plan Administrator after the close of such eighteen (18) month period that the order is a Qualified Domestic Relations Order shall be applied prospectively. All determinations of the Plan Administrator hereunder with respect to the status of an order as a Qualified Domestic Relations Order shall be binding and conclusive on all interested parties, subject to the provisions of Section 12.4.

11.4. EARLY COMMENCEMENT OF PAYMENTS TO ALTERNATE PAYEES.

(a) EARLY PAYMENTS. An order requiring payment to an alternate payee before a Participant has separated from employment may qualify as a Qualified Domestic Relations Order even if it requires payment prior to the Participant's "earliest retirement age," which is the earliest date on which the Participant could elect to receive retirement benefits pursuant to this Plan. If the order requires payments to commence prior to a Participant's actual retirement, the amounts of the payments must be determined as if the Participant had retired on the date on which such payments are to begin under such order, but taking into account only the present account balances at that time.

(b) ALTERNATE PAYMENT FORMS. The order may call for the payment of benefits to an alternate payee in any form in which benefits may be paid under the Plan to the Participant.

ARTICLE XII
ADMINISTRATION

12.1. PLAN ADMINISTRATOR.

The Tribe shall be the Plan Administrator, but it may delegate its duties as such to an individual or committee in accordance with the procedures described in Section 12.6.

12.2. ALLOCATION OF FIDUCIARY RESPONSIBILITY.

The Plan Administrator is the named fiduciary with respect to the administration of the Plan. The Plan Administrator shall not be responsible for any fiduciary functions or other duties assigned to a discretionary Trustee pursuant to this Plan or the Trust Agreement. If the Trustee appointed pursuant to the Trust Agreement is a passive, directed Trustee, then the Trustee shall not be responsible for maintaining the Plan in compliance with any applicable laws, rules or regulations.

12.3. POWERS OF THE PLAN ADMINISTRATOR.

(a) **GENERAL POWERS.** The Plan Administrator shall have the power and discretion to perform the administrative duties described in this Plan or required for proper administration of the Plan and shall have all powers necessary to enable it to properly carry out such duties. Without limiting the generality of the foregoing, the Plan Administrator shall have the power and discretion to construe and interpret this Plan, to hear and resolve claims relating to this Plan, and to decide all questions and disputes arising under this Plan. The Plan Administrator shall determine, in the exercise of its discretion, the eligibility of BC Members to participate in the Plan, the service credited to the BC Members, the status and rights of a Participant, and the identity of the Beneficiary or Beneficiaries entitled to receive any benefits payable hereunder on account of the death of a Participant.

(b) **BENEFIT PAYMENTS.** Except as is otherwise provided hereunder, the Plan Administrator shall determine the manner and time of payment of benefits under this Plan. All benefit disbursements by the Trustee shall be made upon the instructions of the Plan Administrator.

(c) **EXERCISE OF DISCRETION; DECISIONS FINAL.** All powers and duties conferred on the Plan Administrator shall be exercised or performed by the Plan Administrator in the exercise of its discretion regardless of whether the Plan provision conferring such power or imposing such duty specifically refers to the Plan Administrator's discretion. All decisions of the Plan Administrator upon all matters within the scope of its authority shall be binding and conclusive upon all persons.

(d) **REPORTING AND DISCLOSURE.** The Plan Administrator shall file all reports and forms lawfully required to be filed by the Plan Administrator with any governmental agency or department, federal or state, and shall distribute any forms, reports, statements or plan descriptions lawfully required to be distributed to Participants and others by any governmental agency or department, Tribal, Federal or state.

(e) INVESTMENT. The Plan Administrator shall keep itself advised with respect to the investment of the Trust Fund and shall report to the Tribe regarding the investment and reinvestment of the Trust Fund not less frequently than annually. The Plan Administrator shall have power to direct specific investments of the Trust Fund only where such power is expressly conferred by this Plan and only to the extent described in this Plan. All other investment duties shall be the responsibility of the Trustee or Participants directing investment in Investment Funds established pursuant to Article VIII.

12.4. CLAIMS.

(a) FILING OF CLAIM. A Participant or Beneficiary entitled to benefits need not file a written claim to receive benefits. If a BC Member, Participant, Beneficiary or any other person is dissatisfied with the determination of his benefits, eligibility, participation or any other right or interest under this Plan, such person may file a written statement setting forth the basis of the claim with the Plan Administrator in a manner prescribed by the Plan Administrator. In connection with the determination of a claim, the claimant may examine this Plan and any other pertinent documents generally available to Participants relating to the claim.

(b) NOTICE OF DECISION. A written notice of the disposition of any such claim shall be furnished to the claimant within thirty (30) days after the claim is filed with the Plan Administrator. Such notice shall refer, if appropriate, to pertinent provisions of this Plan, shall set forth in writing the reasons for denial of the claim if the claim is denied (including references to any pertinent provisions of this Plan), and where appropriate shall explain how the claimant can perfect the claim. If the claim is denied, in whole or in part, the notice of disposition also shall include a description of the Plan's review procedures, including time limitations applicable to such procedures.

(c) REVIEW. Within ninety (90) days after receiving the written notice of the Plan Administrator's disposition of the claim, the claimant may request in writing, and shall be entitled to, a review meeting with the Plan Administrator to present reasons why the claim should be allowed. The claimant shall be entitled to be represented by counsel at the review meeting. The claimant also may submit a written statement of his claim and the reasons for granting the claim. Such statement may be submitted in addition to, or in lieu of, the review meeting with the Plan Administrator. The claimant shall be provided, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claimant's claim for benefits. The Plan Administrator shall have the right to request of and receive from a claimant such additional information, documents or other evidence as the Plan Administrator may reasonably require. If the claimant does not request a review meeting within ninety (90) days after receiving written notice of the Plan Administrator's disposition of the claim, the claimant shall be deemed to have accepted the Plan Administrator's written disposition, unless the claimant shall have been physically or mentally incapacitated so as to be unable to request review within the ninety (90) day period.

(d) DECISION FOLLOWING REVIEW. A decision on review shall be rendered in writing by the Plan Administrator ordinarily not later than sixty (60) days after review, and a written copy of such decision shall be delivered to the claimant. If special circumstances require an extension of the ordinary period, the Plan Administrator shall so notify the claimant.

(e) **DECISIONS FINAL; PROCEDURES MANDATORY.** To the extent permitted by law, a decision on review by the Plan Administrator shall be binding and conclusive upon all persons whomsoever. To the extent permitted by law, completion of the claims procedures described in this Section shall be a mandatory precondition that must be complied with prior to commencement of a legal or equitable action in connection with the Plan by a person claiming rights under the Plan or by another person claiming rights through such a person. The Plan Administrator may, in its sole discretion, waive these procedures as a mandatory precondition to such an action.

12.5. PAYMENT OF PLAN EXPENSES.

Expenses of the Plan, to the extent that the Tribe does not pay such expenses, may be paid out of the assets of the Plan. Expenses that may be paid by the Plan shall include any expenses incurred by the Plan Administrator or Trustee in the exercise of their duties under the Plan, including, but not limited to, expenses for recordkeeping and other administrative services; accounting expenses fees and expenses of the custodian; expenses for investment education and investment management services; and direct costs that the Tribe incurs with respect to the Plan.

12.6. CREATION OF COMMITTEE.

The Business Committee may appoint a committee to perform the duties of the Plan Administrator. The committee may consist of a single individual or individuals who shall hold office during the pleasure of the Business Committee. The committee members shall serve without compensation but shall be reimbursed for all expenses by the Tribe. The committee shall conduct itself in accordance with the provisions of this Article XII. The members of the committee may resign with thirty (30) days notice in writing to the Tribe and may be removed immediately at any time by written notice from the Tribe.

12.7. CHAIRMAN AND SECRETARY.

The committee shall elect a chairman from among its members and shall select a secretary who is not required to be a member of the committee and who may be authorized to execute any document or documents on behalf of the committee. If the committee consists of a single individual, that individual shall be deemed to be the chairman. The secretary of the committee or his designee shall record all acts and determinations of the committee and shall preserve and retain custody of all such records, together with such other documents as may be necessary for the administration of this Plan or as may be required by law.

12.8. APPOINTMENT OF AGENTS.

The committee may appoint such other agents, who need not be members of the committee, as it may deem necessary for the effective performance of its duties, whether ministerial or discretionary, as the committee may deem expedient or appropriate. The compensation of any agents who are not employees of the Tribe shall be fixed by the committee within any limitations set by the Business Committee.

12.9. MAJORITY VOTE AND EXECUTION OF INSTRUMENTS.

In all matters, questions and decisions, the action of the committee shall be determined by a majority vote of its members. They may meet informally or take any ordinary action without the necessity of meeting as a group. All instruments executed by the committee shall be executed by a majority of its members or by any member of the committee designated to act on its behalf.

12.10. ALLOCATION OF RESPONSIBILITIES AMONG COMMITTEE MEMBERS.

The committee may allocate responsibilities among its members or designate other persons to act on its behalf. Any allocation or designation, however, must be set forth in writing and must be retained in the permanent records of the committee.

12.11. CONFLICT OF INTEREST.

No member of the committee who is a Participant shall take any part in any action in connection with his participation as an individual. Such action shall be voted or decided by the remaining members of the committee, or by another individual appointed by the Business Committee to vote on or decide such action if no committee member is permitted to take action pursuant to this Section.

12.12. OTHER FIDUCIARY CAPACITIES.

The members of the committee may also serve in any other fiduciary capacity, and, specifically, all or some members of the committee may serve as Trustee. Notwithstanding any other provision of this Plan, if and so long as any two (2) members of the committee also serve as Trustee, any provision of this Plan or the Trust Agreement which requires a direction, certification, notification, or other communication from the Plan Administrator to the Trustee shall be inapplicable. If and so long as any two (2) members of the committee also serve as Trustee, any action taken by either the committee or the Trustee shall be deemed to be taken by the appropriate party.

ARTICLE XIII
SCOPE OF RESPONSIBILITY

13.1. SCOPE OF RESPONSIBILITY.

(a) GENERAL. The Tribe, the Plan Administrator, the investment manager and the Trustee shall perform the duties respectively assigned to them under this Plan and the Trust Agreement and shall not be responsible for performing duties assigned to others under the terms and provisions of this Plan or the Trust Agreement. No inference of approval or disapproval is to be made from the inaction of any party described above or the employee or agent of any of them with regard to the action of any other such party. Persons, organizations or corporations acting in a position of any fiduciary responsibility with respect to the Plan or the Trust Fund may serve in more than one fiduciary capacity.

(b) ADVISORS. The Tribe, the Plan Administrator and the Trustee shall have authority to employ advisors, legal counsel, accountants and investment managers in connection with the administration of the Trust Fund, as set forth in the Trust Agreement. To the extent permitted by applicable law, the Tribe, the Plan Administrator and the Trustee shall not be liable for complying with the directions of any advisors, legal counsel, accountants or investment managers appointed pursuant to this Plan or the Trust Agreement.

(c) INDEMNIFICATION. To the extent permitted by law, the Tribe shall and does hereby jointly and severally indemnify and agree to hold harmless its employees, officers and directors who serve in fiduciary capacities with respect to the Plan and the Trust Agreement from all loss, damage, or liability, joint or several, including payment of expenses in connection with defense against any such claim, for their acts, omissions and conduct, and for the acts, omissions and conduct of their duly appointed agents, which acts, omissions, or conduct constitute or are alleged to constitute a breach of such individual's fiduciary or other responsibilities under the Act or any other law, except for those acts, omissions, or conduct resulting from his own willful misconduct, willful failure to act, or gross negligence; provided, however, that if any party would otherwise be entitled to indemnification hereunder in respect of any liability and such party shall be insured against loss as a result of such liability by any insurance contract or contracts, such party shall be entitled to indemnification hereunder only to the extent by which the amount of such liability shall exceed the amount thereof payable under such insurance contract or contracts.

(d) INSURANCE. The Tribe may obtain insurance covering itself and others for breaches of fiduciary obligations under this Plan or the Trust Agreement to the extent permitted by law, and nothing in the Plan or the Trust Agreement shall restrict the right of any person to obtain such insurance for himself in connection with the performance of his duties under this Plan or the Trust Agreement. No bond shall be required of the Trustee unless required by law notwithstanding this provision. The Trustee, the Plan Administrator and the Tribe do not in any way guarantee the Trust Fund from loss or depreciation. The Tribe does not guarantee the payment of any money which may be or become due to any person from the Trust Fund, and the liability of the Plan Administrator and the Trustee to make any payment hereunder at any and all times will be limited to the then available assets of the Trust Fund.

13.2. PROHIBITION AGAINST CERTAIN PERSONS HOLDING POSITIONS.

No person who has been convicted of a felony shall be permitted to serve as a fiduciary, officer, trustee, custodian, counsel, agent, or employee of this Plan, or as a consultant to this Plan, unless permitted under the Act and regulations thereunder. The Plan Administrator shall ascertain to the extent practical that no violation of this Section occurs. In any event, no person knowingly shall permit any other person to serve in any capacity which would violate this Section.

ARTICLE XIV
AMENDMENT, MERGER AND TERMINATION

14.1. AMENDMENT.

The Tribe shall have the right at any time, by an instrument in writing duly executed, acknowledged and delivered to the Plan Administrator and the Trustee, to modify, alter or amend this Plan, in whole or in part, prospectively or retroactively; provided, however, that the duties and liabilities of the Plan Administrator and the Trustee hereunder shall not be substantially increased without their written consent; and provided further that the amendment shall not reduce any Participant's interest in the Plan, calculated as of the date on which the amendment is adopted.

14.2. PLAN MERGER OR CONSOLIDATION.

Subject to the restrictions noted in this Section, the Tribe reserves the right to merge or consolidate this Plan with any other plan or to direct the Trustee to transfer the assets held in the Trust Fund and/or the liabilities of this Plan to any other plan or to accept a transfer of assets and liabilities from any other plan. In the event of the merger or consolidation of this Plan and the Trust Fund with any other plan, or a transfer of assets or liabilities to or from the Trust Fund to or from any other such plan, then each Participant shall be entitled to a benefit immediately after such merger, consolidation or transfer (determined as if the plan was then terminated) that is equal to or greater than the benefit he would have been entitled to receive immediately before such merger, consolidation or transfer (if this Plan had then terminated).

14.3. TERMINATION OF PLAN OR DISCONTINUANCE OF CONTRIBUTIONS.

(a) **COMPLETE TERMINATION OR DISCONTINUANCE.** It is the expectation of the Tribe that this Plan and the payment of contributions hereunder will be continued indefinitely. However, continuance of the Plan is not assumed as a contractual obligation of the Tribe, and the right is reserved at any time to terminate this Plan or to reduce, temporarily suspend or discontinue contributions hereunder. In the event the Business Committee decides that it is impossible or inadvisable for the Tribe to make its contributions as herein provided, the Business Committee shall have the power to terminate this Plan or its contributions by appropriate resolution. A copy of such resolution or resolutions shall be delivered to the Trustee. In such event or in the event the Tribe shall discontinue contributions without the delivery to the Trustee of such a resolution, then after the date specified in such resolution, or after the date of such discontinuance of contributions, the balance credited to the Tribal Contributions Account of each Participant shall be fully vested and nonforfeitable.

(b) **LIQUIDATION OF TRUST FUND.** In the event of termination of the Plan or discontinuance of contributions, the Plan Administrator shall either promptly direct the Trustee to liquidate and distribute all assets remaining in the Trust Fund to Participants in accordance with Article XI as though their employment with the Employer had terminated or shall direct the Trustee to continue the Plan, in which event benefits shall be distributed at the times and in the manner specified in Article XI. Upon the liquidation of all assets of the Trust Fund, the Plan Administrator, after deducting all costs and expenses of liquidation and distribution, shall make the allocations required under Article VI where applicable, with the same

effect as though the date of completion of liquidation were a Valuation Date. The Plan Administrator may postpone distributions after termination of the Plan or discontinuance of Employer Contributions until a reasonable time after the Employer has received from the United States Treasury Department a determination under the provisions of the Code as to the effect of such termination or discontinuance upon the qualification of the Plan. In the event such determination is unfavorable, then prior to making any distributions hereunder, the Trustee shall pay any Federal or state income taxes due because of the income of the Trust Fund and shall then distribute the balance in the manner above provided. The Employer may, by written notice delivered to the Trustee, waive the Employer's right hereunder to apply for such a determination, and if no application for determination shall have been made within sixty (60) days after the date specified in the terminating resolution or after the date of discontinuance of contributions, the Employer shall be deemed to have waived such right. All Plan assets shall be allocated in accordance with the terms of the Plan and no Employer Contributions shall be returned to the Employer except as set forth in Section 5.6 or as otherwise permitted by statute or Revenue Ruling 91-4.

(c) **PARTIAL TERMINATION.** If the Plan is terminated or contributions are discontinued with respect to a group or class of Participants, then after the date of partial termination or partial discontinuance of contributions, the balance credited to the Tribal Contributions Accounts of all Participants affected by such partial termination or partial discontinuance of contributions shall become fully vested and nonforfeitable and the accounts of such Participants either shall be distributed or held pending the subsequent termination of employment of such Participants, as provided in paragraph (b) above.

14.4. LIMITATION OF TRIBAL LIABILITY.

The adoption of this Plan is strictly a voluntary undertaking on the part of the Tribe and shall not be deemed to constitute a contract between the Tribe and any BC Member or Participant or to be consideration for, an inducement to, or a condition of the employment or election of any BC Member. A Participant, BC Member, or Beneficiary shall not have any right to retirement or other benefits except to the extent provided herein.

ARTICLE XV **GENERAL PROVISIONS**

15.1. LIMITATION ON PARTICIPANT'S RIGHTS.

Participation in the Plan shall not give any BC Member the right to be retained in the Tribe's employ or any right or interest in the Trust Fund other than as herein provided.

15.2. EXCLUSIVE BENEFIT.

Except as otherwise provided herein or in the Trust Agreement, it shall be impossible for any part of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries, except that payment of taxes and administration expenses may be made from the Trust Fund as provided in the Trust Agreement.

15.3. UNIFORM ADMINISTRATION.

Whenever in the administration of the Plan any action is required by the Plan Administrator, such action shall be uniform in nature as applied to all persons similarly situated and no such action shall be taken which will discriminate in favor of Highly Compensated Employees.

15.4. HEIRS AND SUCCESSORS.

All of the provisions of this Plan shall be binding upon all persons who shall be entitled to any benefits hereunder, and their heirs and legal representatives.

15.5. ASSUMPTION OF QUALIFICATION.

Unless and until advised to the contrary, the Trustee may assume that the Plan is a qualified plan under the provisions of the Code relating to such plans, and that the Trust Fund is entitled to exemption from income tax under such provisions.

IN WITNESS WHEREOF, the Tribe has caused this Plan to be executed by its duly authorized representative on this ____ day of _____, 2016.

ONEIDA TRIBE OF INDIANS OF WISCONSIN

By _____
Its: _____

“Tribe”

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Terry A. Cornelius
Finance Department

Use this number on future correspondence:

FROM: James R. Bittorf, Deputy Chief Counsel



2016-0005

DATE: January 6, 2016

RE: Public Safety Officer Pension Plan

<i>Purchasing Department Use</i>
<input checked="" type="checkbox"/> Contract Approved
<input type="checkbox"/> Contract Not Approved
<i>(see attached explanation)</i>



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

The attached documents have 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.
- ✓ The documents were prepared by Yoder & Langford, P.C., and the Tribe relies upon the advice of Yoder & Langford, P.C. with respect to compliance with applicable federal laws and regulations.

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 possible.

BC Resolution # ___-__-__-

Resolution to Restate the Public Officer Safety Pension Plan document and Excess Benefit Trust Agreement, and Submit Plan to the IRS

- 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 Tribe sponsors the Oneida Tribe of Indians of Wisconsin Public Safety Officer Pension Plan (the "Plan"), and
- WHEREAS,** the Plan is a governmental tax-qualified retirement plan, operated in accordance with the exemptions extended to governmental retirement plans pursuant to Section 414(d) of the Internal Revenue Code and Section 2(32) of the Employee Retirement Income Security Act of 1974, and
- WHEREAS,** the Plan has been amended on multiple occasions, and was approved by the Internal Revenue Service ("IRS") on October 23, 2012, and
- WHEREAS,** legal counsel has advised that the Plan documents should be amended and restated in its entirety to incorporate the most recent amendment and make certain other compliance changes, in order to apply for an updated IRS ruling in accordance with the IRS' governmental plan application deadlines, and
- WHEREAS,** legal counsel has prepared an amended and restated Plan document, as well as an amended and restated Excess Benefit Arrangement Trust Agreement, and recommends approval of said Plan documents, and
- WHEREAS,** legal counsel advises that the amended and restated Plan documents contain no benefit or design changes at this time, and
- WHEREAS,** legal counsel recommends that the amended and restated Plan documents be submitted to the IRS for an update of the Plan's 2012 determination letter.
- WHEREAS,** legal counsel recommends that the amended and restated Plan documents be submitted to the Internal Revenue Service ("IRS") for an update of the Plan's 2012 determination letter.

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee hereby authorizes and approves the amended and restated Plan document and the related Excess Benefit Arrangement Trust

Agreement, in the form presented to the Oneida Business Committee this date and together with any technical, legal or compliance related revisions as may be necessary prior to execution.

BE IT FURTHER RESOLVED, that Wells Fargo Bank shall continue to serve as Trustee of the Plan and the Excess Benefit Arrangement, in accordance with the terms of the Plan and the related Trust Agreements.

BE IT FURTHER RESOLVED, that the Chair or Vice-Chair of the Business Committee shall be, and hereby is, authorized and directed to execute the amended and restated Plan document and Excess Benefit Arrangement Trust Agreement on behalf of the Tribe.

BE IT FURTHER RESOLVED, that the Oneida Business Committee hereby authorizes the submission of the amended and restated Plan to the IRS no later than January 31, 2016.

BE IT FINALLY RESOLVED, that the actions taken by Tribal officers and personnel in connection with the matters addressed in these resolutions be, and hereby are, ratified, confirmed and adopted as actions of the Oneida Tribe of Indians of Wisconsin.

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
PUBLIC SAFETY OFFICER
EXCESS BENEFIT TRUST**
(Amended and Restated Effective October 1, 2015)

THIS AMENDED AND RESTATED TRUST AGREEMENT made this 13th day of January, 2016, by and between the Oneida Tribe of Indians of Wisconsin, a federally recognized Indian tribal government (the "Tribe") and Wells Fargo Bank (the "Trustee");

WHEREAS, the Tribe sponsors and maintains the Oneida Tribe of Indians of Wisconsin Public Safety Officer Pension Plan, a governmental defined benefit plan for the benefit of certain public safety employees of the Tribe (the "PSP Plan");

WHEREAS, the Tribe previously adopted a qualified governmental excess benefit arrangement (the "EBA") in connection with the Plan, effective as of October 1, 2006 and in accordance with the provisions of Section 415(m) of the Internal Revenue Code (the "Code");

WHEREAS, the Tribe incurs obligations under the terms of such EBA with respect to the individuals participating in the Plan and the EBA;

WHEREAS, the Tribe established a trust (hereinafter called "Trust") effective October 1, 2006, with Wells Fargo Bank agreeing to serve as Trustee thereunder;

WHEREAS, the Tribe contributes to the Trust assets that are and shall continue to be held therein, subject to the claims of the Tribe's creditors in the event of the Tribe's Insolvency, as herein defined, until paid to EBA participants and their beneficiaries in such manner and at such times as specified in the EBA;

WHEREAS, it is the intention of the Tribe to continue to make contributions to the Trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the EBA;

WHEREAS, it is the intention of the parties that this Trust continue to constitute an unfunded arrangement and shall not affect the status of the EBA as an unfunded EBA maintained for the purpose of providing excess benefits for a particular group of individuals who participate in the PSP Plan;

WHEREAS, the PSP Plan is being amended and restated in its entirety effective October 1, 2015;

WHEREAS, the Tribe desires the Trustee to continue to hold, invest and administer the Trust;

WHEREAS, the Trustee hereby desires to accept the continuation of this Trust, as evidenced by the Trustee's execution of this amended and restated Trust Agreement.

NOW, THEREFORE, the parties do hereby continue to agree that the Trust Agreement shall be amended and restated in its entirety and that the Trust shall continue to be comprised, held and disposed of as follows:

**SECTION ONE
ESTABLISHMENT AND CONTINUATION OF TRUST**

- (a) In connection with the establishment of the Trust, the Tribe deposited funds with the Trustee in trust to constitute the principal of the Trust, to be held, administered and disposed of by the Trustee as provided in this Trust Agreement.
- (b) The Trust established effective October 1, 2006 shall continue to be irrevocable.
- (c) The Trust is intended to be a grantor trust, of which the Tribe is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.
- (d) The principal of the Trust, and any earnings thereon shall be held separate and apart from other funds of the Tribe and shall be used exclusively for the uses and purposes of EBA participants and general creditors as herein set forth. EBA participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the EBA and this Trust Agreement shall be mere unsecured contractual rights of EBA participants and their beneficiaries against the Tribe. Any assets held by the Trust will be subject to the claims of the Tribe's general creditors under federal and state law in the event of Insolvency, as defined in Section 3(a) herein.
- (e) Within one hundred eighty (180) days following the end of a PSP Plan year, the Tribe shall be required to irrevocably deposit additional cash or other property to the Trust in an amount sufficient to pay each EBA participant or beneficiary the benefits payable pursuant to the terms of the EBA as of the close of such PSP Plan year.

**SECTION TWO
PAYMENTS TO EBA PARTICIPANTS AND THEIR BENEFICIARIES**

- (a) The Tribe shall deliver to the Trustee a schedule (the "Payment Schedule") that indicates the amounts payable in respect of each EBA participant (and his or her beneficiaries), that provides a formula or other instructions acceptable to the Trustee for determining the amounts so payable, the form in which such amount is to be paid (as provided for or available under the EBA), and the time of commencement for payment of such amounts. Except as otherwise provided herein, the Trustee shall make payments to the EBA participants and their beneficiaries in accordance with such Payment Schedule. The Trustee shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the EBA and shall pay amounts withheld to the appropriate taxing authorities or determine that such amounts have been reported, withheld and paid by the Tribe.
- (b) The entitlement of an EBA participant or his or her beneficiaries to benefits under the EBA shall be determined by the Tribe or such party as it shall designate under the EBA, and any claim for such benefits shall be considered and reviewed under the procedures set out in the EBA.

(c) The Tribe may make payment of benefits directly to EBA participants or their beneficiaries as they become due under the terms of the EBA. The Tribe shall notify the Trustee of its decision to make payment of benefits directly prior to the time amounts are payable to participants or their beneficiaries. In addition, if the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the EBA (5), the Tribe shall make the balance of each such payment as it falls due. The Trustee shall notify the Tribe where principal and earnings are not sufficient.

**SECTION THREE
TRUSTEE RESPONSIBILITY REGARDING PAYMENTS
TO TRUST BENEFICIARY WHEN TRIBE IS INSOLVENT**

(a) The Trustee shall cease payment of benefits to EBA participants and their beneficiaries if the Tribe is Insolvent. The Tribe shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the Tribe is unable to pay its debts as they become due, or (ii) the Tribe is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 1(d) hereof, the principal and income of the Trust shall be subject to claims of general creditors of the Tribe under federal and state law as set forth below.

(1) The Tribe's Business Committee shall have the duty to inform the Trustee in writing of the Tribe's Insolvency. If a person claiming to be a creditor of the Tribe alleges in writing to the Trustee that the Tribe has become Insolvent, the Trustee shall determine whether the Tribe is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to EBA participants or their beneficiaries.

(2) Unless the Trustee has actual knowledge of the Tribe's Insolvency, or has received notice from the Tribe or a person claiming to be a creditor alleging that the Tribe is Insolvent, the Trustee shall have no duty to inquire whether the Tribe is Insolvent. The Trustee may in all events rely on such evidence concerning the Tribe's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Tribe's solvency.

(3) If at any time the Trustee has determined that the Tribe is Insolvent, the Trustee shall discontinue payments to EBA participants or their beneficiaries and shall hold the assets of the Trust for the benefit of the Tribe's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of EBA participants or their beneficiaries to pursue their rights as general creditors of the Tribe with respect to benefits due under the EBA or otherwise.

(4) The Trustee shall resume the payment of benefits to EBA participants or their beneficiaries in accordance with Section 2 of this Trust Agreement only after the Trustee has determined that the Tribe is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount

of all payments due to EBA participants or their beneficiaries under the terms of the EBA for the period of such discontinuance, less the aggregate amount of any payments made to EBA participants or their beneficiaries by the Tribe in lieu of the payments provided for hereunder during any such period of discontinuance.

SECTION FOUR PAYMENTS TO TRIBE

Except as provided in Section 3 hereof, after the Trust has become irrevocable, the Tribe shall have no right or power to direct Trustee to return to the Tribe or to divert to others any of the Trust assets before all payment of benefits have been made to EBA participants and their beneficiaries pursuant to the terms of the EBA.

SECTION FIVE INVESTMENT AUTHORITY

(a) The Trustee may invest in obligations issued by the Tribe. All rights associated with assets of the Trust shall be exercised by the Trustee or the person designated by the Trustee, and shall in no event be exercisable by or rest with EBA participants.

(b) The Tribe shall have the right at any time and from time to time in its sole discretion, to substitute assets of equal fair market value for any asset held by the Trust. This right is exercisable by the Tribe in a nonfiduciary capacity without the approval or consent of any person in a fiduciary capacity.

SECTION SIX DISPOSITION OF INCOME

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

SECTION SEVEN ACCOUNTING BY TRUSTEE

The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Tribe and the Trustee. Within 90 days of a request from the Tribe and within 30 days after the removal or resignation of the Trustee, the Trustee shall deliver to the Tribe a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

SECTION EIGHT RESPONSIBILITY OF TRUSTEE

(a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Tribe which is contemplated by, and in conformity with, the terms of the EBA or this Trust and is given in writing by the Tribe. In the event of a dispute between the Tribe and a party, Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) If Trustee undertakes or defends any litigation arising in connection with this Trust, the Tribe agrees to indemnify the Trustee against the Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payment. If the Tribe does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust.

(c) The Trustee may consult with and be represented by legal counsel (who may also be counsel for the Tribe generally) with respect to any of its duties or obligations hereunder, and the fees of such counsel shall be paid by the Tribe.

(d) The Trustee may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder.

(e) The Trustee shall have, without exclusion, all powers conferred on the Trustees by applicable law, unless expressly provided otherwise herein, provided, however, that if an insurance policy is held as an asset of the Trust, the Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy.

(f) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

(g) Neither the Trustee nor its employees or agents guarantee the Trust in any manner against loss or depreciation and none of them shall be liable for any act or failure to act, which is made in good faith pursuant to the provisions of the Trust and the EBA.

**SECTION NINE
COMPENSATION AND EXPENSES OF TRUSTEE**

The Tribe shall pay all administrative and Trustee's fees and expenses, including, without limitation, its attorneys fees. If not so paid, the fees and expenses shall be paid from the Trust.

**SECTION TEN
RESIGNATION AND REMOVAL OF TRUSTEE**

(a) The Trustee may resign at any time by written notice to the Tribe, which shall be effective 90 days after receipt of such notice unless the Tribe and the Trustee agree otherwise.

(b) The Trustee may be removed by the Tribe on 90 days notice or upon shorter notice accepted by the Trustee.

(c) Upon resignation or removal of the Trustee and appointment of a successor Trustee, all assets shall subsequently be transferred to the successor Trustee. The transfer shall be completed within 90 days after receipt of notice of resignation, removal or transfer, unless the Tribe extends the time limit.

(d) If the Trustee resigns or is removed, a successor shall be appointed, in accordance with Section 11 hereof, by the effective date of resignation or removal under paragraph(s) (a) or (b) of this section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

**SECTION ELEVEN
APPOINTMENT OF SUCCESSOR**

If the Trustee resigns or is removed in accordance with Section 10(a) or (b) hereof, the Tribe may appoint any third party, such as a bank trust department or other party that may be granted corporate trustee powers under state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new trustee, who shall have all of the rights and powers of the former trustee, including ownership rights in the Trust assets. The former Trustee shall execute any instrument necessary or reasonably requested by the Tribe or the successor Trustee to evidence the transfer.

**SECTION TWELVE
AMENDMENT OR TERMINATION**

(a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Tribe. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the EBA or shall make the Trust revocable after it has become irrevocable.

(b) The Trust shall not terminate until the date on which EBA participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the EBA. Upon termination of the Trust any assets remaining in the Trust shall be returned to the Tribe.

(c) Upon written approval of participants or beneficiaries entitled to payment of benefits pursuant to the terms of the EBA, the Tribe may terminate this Trust prior to the time all benefit payments under the EBA have been made. All assets in the Trust at termination shall be returned to the Tribe.

SECTION THIRTEEN MISCELLANEOUS

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to EBA participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

(c) This Trust Agreement shall be governed by and construed in accordance with the laws of the Oneida Tribe of Indians of Wisconsin, and jurisdiction for any disputes shall vest therein. In the absence of controlling law, however, the parties shall look to the substantive law of the State of Wisconsin. The Tribe shall provide the Trustee with copies of any tribal laws, resolutions, or ordinances, if any, directed uniquely to pension matters which may be adopted from time to time, and the Trustee shall not be responsible for complying with such laws before actual notice thereof. As of the date of this Trust, there are no Tribal laws unique to pension matters. Jurisdiction for disputes under this Trust shall reside in the Courts of the Oneida Tribe of Indians of Wisconsin. Nothing herein shall be construed as a waiver of the Tribe's sovereign immunity. A waiver of immunity will not be valid unless it is evidenced by express resolution of the Tribe's Business Committee. The Business Committee is not required to grant sovereign immunity waivers. To the extent one is granted, it must be narrowly drawn and limited to a specific and known claim. In no event, shall a sovereign immunity waiver include extra-contractual damages or punitive damages. All actions taken or omitted by any Business Committee member, Tribal employee or Tribal officer in the administration of this Trust shall be conclusively presumed to be in his or her official capacity.

SECTION FOURTEEN EFFECTIVE DATE

The original effective date of the Trust Agreement was October 1, 2006. The effective date of this amended and restated Trust Agreement shall be October 1, 2015.

IN WITNESS WHEREOF, this Trust Agreement has been executed by duly authorized representatives of the Tribe and the Trustee, as of the date first set forth above.

ONEIDA TRIBE OF INDIANS OF WISCONSIN

By _____
Its _____

“Tribe”

WELLS FARGO BANK

By _____
Its _____

“Trustee”

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
PUBLIC SAFETY OFFICER PENSION PLAN**

Original Effective Date: October 1, 2005
Restatement Effective Date October 1, 2015

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ONEIDA TRIBE OF INDIANS OF WISCONSIN PUBLIC SAFETY OFFICER PENSION PLAN

PREAMBLE

Effective October 1, 2005, the Oneida Tribe of Indians of Wisconsin, a federally recognized Indian tribal government (the "Tribe"), established this pension plan for its public safety officers in order to provide pension benefits on par with those offered to other police officers within the State of Wisconsin under the State police pension system.

The Plan was amended on multiple occasions and was most recently amended and restated in its entirety effective October 1, 2010. By letter dated October 23, 2012, the Internal Revenue Service (the "IRS") issued a favorable determination on the 2010 restated Plan document. The Plan has been amended on one subsequent occasion. By this instrument, the Employer intends to amend and restate the Plan in its entirety to incorporate the prior amendment and to prepare the document for an IRS determination letter application.

This Plan is intended to constitute a governmental plan within the meaning of Section 414(d) of the Code and Section 3(32) of the Act. The Plan is further intended to constitute a tax qualified plan under the provisions of Section 401(a) of the Code to the extent such provisions are made applicable to governmental plans.

ARTICLE I EFFECTIVE DATE

1.1. EFFECTIVE DATE.

The Plan originally was adopted effective as of October 1, 2005. Except as may otherwise be specifically provided with respect to particular provisions of the Plan, this amended and restated Plan shall be effective as of October 1, 2015.

ARTICLE II DEFINITIONS; CONSTRUCTION; GOVERNING LAW

2.1. DEFINITIONS.

When a word or phrase shall appear in this Plan with the initial letter capitalized, and the word or phrase does not commence a sentence, the word or phrase shall generally be a term defined in this Section 2.1. The following words and phrases utilized in the Plan with the initial letter capitalized shall have the meanings set forth in this Section 2.1, unless a clearly different meaning is required by the context in which the word or phrase is used:

(a) "ACCRUED BENEFIT" - The annual benefit (payable in the basic form provided in Section 5.3 commencing on a Participant's Normal Retirement Date) that the Participant has earned as of any given date, determined in accordance with Section 4.1.

(b) "ACT" - The Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

(c) "ACTUARIALLY EQUIVALENT" - Of equal current value when computed on the basis of actuarial procedures, assumptions, factors and tables. Actuarially Equivalent factors are the appropriate numerical ratios (determined on the basis of actuarial assumptions which may differ from those used in establishing Plan costs and liabilities) which enable a benefit that is Actuarially Equivalent to another benefit to be calculated. Subject to the provisions of Section 4.8 and Section 5.13, which limit the interest rate which may be used in certain instances, in computing Actuarially Equivalent benefits, the Actuary shall use the following assumptions:

- (1) Pre and Post retirement interest assumption -- seven percent (7%);
- (2) Pre and Post retirement mortality table -- 1983 Group Annuity Mortality Table for Males.

(d) "ACTUARY" - A person or persons enrolled by the Joint Board of Actuaries established pursuant to the Act, who is selected by the Employer to make any actuarial determinations necessary in connection with the operation of the Plan.

(e) "ANNIVERSARY DATE" - The first day of each Plan Year.

(f) "ANNUITY STARTING DATE" - The first day of the first period for which an amount is payable to a Participant as an annuity or, if the Participant (with the consent of his spouse if the Participant is married) elects in accordance with Section 5.6 to receive benefit payments in some form other than an annuity, the first day on which all events (including the passing of the day on which benefits are scheduled to commence) have occurred which entitle the Participant to receive his first benefit payment from the Plan.

(g) "AUTHORIZED LEAVE OF ABSENCE" - A leave of absence granted by the Employer in writing in accordance with the Employer's uniformly applied rules regarding leaves of absence or a leave of absence for Qualified Military Service.

(h) "AVERAGE FINAL EARNINGS" or "FINAL AVERAGE EARNINGS" - The average rate of annual Earnings in effect for a Participant during the three (3) consecutive calendar years in which the Participant's annual Earnings were the greatest. In the event that a Participant was not employed by the Employer during three (3) consecutive calendar years, the term "Average Final Earnings" shall mean the average Earnings in effect during the Participant's employment with the Employer, divided by the number of completed calendar months in such period of employment and then multiplied by twelve (12).

(i) "BENEFICIARY" - Each Participant shall have the right to designate, on a form supplied by and delivered to the Plan Administrator, a beneficiary or beneficiaries to receive benefits in the event of his death. A beneficiary designation filed by a married Participant designating a beneficiary other than the Participant's spouse shall be ineffective, however, unless the Participant's spouse consents to the election. The spouse's consent shall be in writing and shall be in such form as the Plan Administrator shall prescribe from time to time. Each Participant may change his beneficiary designation from time to time in the manner described above. Upon receipt of such designation by the Plan Administrator, such designation or change of designation shall become effective as of the date of the designation, whether or not the Participant is living at the time the designation is received. There shall be no liability on the part of the Employer, the Plan Administrator or the Trustee with respect to any payment authorized by the Plan Administrator in

accordance with the most recent valid beneficiary designation of the Participant in its possession before receipt of a more recent and valid beneficiary designation. If no designated beneficiary is living when benefits become payable, or if there is no designated beneficiary, the designated beneficiary shall be the Participant's spouse; or if his spouse is then deceased, or if he has no spouse, such Participant's issue, including any legally adopted child or children, shall be his designated beneficiary hereunder, in equal shares by right of representation; or if no such designated beneficiary and no such spouse or issue, including any legally adopted child or children, is living upon the death of the Participant, no death benefit shall be payable under this Plan.

(j) "BREAK IN SERVICE" - A twelve (12) consecutive month period during which an Employee does not complete more than five hundred (500) Hours of Service. The applicable twelve (12) consecutive month period shall be the same period as used for determining the Employee's Years of Service. Notwithstanding anything herein to the contrary, and to the extent required by Code Section 414(u), a Participant will not be charged with a Break in Service during any period by reason of his "Qualified Military Service".

(k) "BUSINESS COMMITTEE" - The duly elected governing body of the Oneida Tribe of Indians of Wisconsin, with oversight authority over matters pertaining to the Plan.

(l) "CODE" - The Internal Revenue Code of 1986, as amended.

(m) "DISABILITY" - The inability of a Participant to continue working in his Protective Occupation Employee position with the Employer by reason of any medically determinable physical or mental impairment that can be expected to result in death or be of long-continued and indefinite duration. A Participant shall be conclusively presumed to be under Disability when so certified by a physician who is appointed by the Plan Administrator. The Plan Administrator will determine Disability, and its determination shall be binding and conclusive upon all persons whomsoever.

(n) "EARNINGS" -

(1) General Rule. Subject to paragraphs (2) - (6) below, an Employee's Earnings for a Plan Year shall include all of the Participant's wages within the meaning of Section 3401(a) of the Code and all payments of compensation to the Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Sections 6041(d), 6051(a)(3) and 6502 of the Code (i.e., wages, tips and other compensation as reported on form W-2) determined without regard to any rules under Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed. Only Earnings paid by the Employer to an Employee during the Employee's period of participation in the Plan, including Qualified Military Service, shall be considered. For purposes of this paragraph, Earnings for a Plan Year is the Earnings actually paid during such year.

(2) Pre-Tax Contributions. The term "Earnings" shall include any elective deferral as defined in Code Section 402(g)(3), and any amounts which are contributed or deferred by the Employer at the election of the Employee and which are not currently includible in the Participant's gross taxable income by reason of the application of Sections 125 or 457 of the Code. For purposes of the definition of Earnings, amounts excluded from taxable income under Code Section 125 include any amounts not available to a Participant in cash in lieu of group health

coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code Section 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. Earnings paid or made available shall include elective amounts that are not includible in the gross income of the Employee by reason of Code Section 132(f)(4).

(3) Post-Severance Payments. The term "Earnings" shall include post-severance regular pay (including regular wages, overtime, shift differential pay, commissions, bonuses and other similar pay) and payment for unused accrued leave and vacation; provided, however, that such post-severance regular pay is paid to the Employee by the Employer by the later of two and one-half (2 ½) months after the Employee's severance from employment or the end of the calendar year that include the Employee's date of severance from employment. All other types of post-severance payments including, but not limited to, payments from nonqualified unfunded deferred compensation plans, severance pay, parachute payments and other post-employment compensation, and payments to any former employees or Participants who are permanently and totally disabled, shall not be treated as Earnings.

(4) Military Differential Pay. The term "Earnings" shall include any differential pay paid by the Employer to the Participant during a period of Qualified Military Service.

(5) Annual Compensation Limit. Notwithstanding any provision of the Plan to the contrary, the "Earnings" of each Employee taken into account under the Plan shall not exceed the "annual compensation limit". The "annual compensation limit" is Two Hundred Thousand Dollars (\$200,000.00) as adjusted by the Commissioner for increases in the cost-of-living in accordance with Section 401(a) (17) (B) of the Code (\$265,000 for the 2015 Plan Year). The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which Earnings is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the "annual compensation limit" will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is twelve (12). Any reference in this Plan to the limitation under Section 401(a) (17) of the Code shall mean the annual compensation limit set forth in this provision. If Earnings for any prior determination period is taken into account in determining an Employee's benefits accruing in the current Plan Year, the Earnings for that prior determination period is subject to the annual compensation limit in effect for that prior determination period.

(o) "EFFECTIVE DATE" - The date or dates set forth in Section 1.1.

(p) "EMPLOYEE" - Each person receiving remuneration, or who is entitled to remuneration, for services rendered to the Employer in the legal relationship of employer and employee and not in the relationship of an independent contractor (or who would be receiving or be entitled to remuneration were such person not on an Authorized Leave of Absence).

(q) "EMPLOYER" - The Oneida Tribe of Indians of Wisconsin, and any adopting Employer ("Adopting Employer") upon approval evidenced by Resolutions of the Council.

(r) "HOUR OF SERVICE" -

(1) An hour for which an Employee is directly or indirectly compensated, or is entitled to compensation, by the Employer for the performance of duties. Such Hours of Service shall be credited to the respective computation period in which the duties were performed.

(2) An hour for which an Employee is directly or indirectly compensated, or is entitled to compensation, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than five hundred one (501) Hours of Service shall be credited under this paragraph (2) for any single continuous period (whether or not such period occurs in a single service computation period). Hours of Service under this paragraph (2) shall be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor regulations governing the computation of Hours of Service, which are incorporated herein by this reference.

(3) An hour for which back pay (irrespective of mitigation of damages) is either awarded or agreed to by the Employer. The same Hours of Service shall not be credited both under paragraph (1) or paragraph (2) above, as the case may be, and under this paragraph (3). Hours of Service attributable to back pay credits will be credited to the respective service computation period or periods to which the back pay pertains, rather than to the service computation period or periods in which the award, agreement, or payment is made.

(4) Employees shall also be credited with any additional Hours of Service required to be credited pursuant to any Federal law other than the Act or the Code.

(5) In lieu of determining Hours of Service under the foregoing paragraphs (1), (2) and (3), the Plan Administrator may credit an Employee with ten (10) Hours of Service for each day for which any service must be credited or forty-five (45) Hours of Service for each week for which any service must be credited, or one hundred ninety (190) Hours of Service for each month for which any service must be credited. Such crediting of hours shall be performed on a nondiscriminatory basis pursuant to rules adopted and uniformly applied by the Plan Administrator.

(6) Solely for purposes of determining whether an Employee has incurred a Break in Service, an Employee shall be credited with Hours of Service in accordance with the provisions of this paragraph (6) for periods of absence (with or without pay) by reason of the pregnancy of the Employee, the birth of a child of the Employee, the placement of a child with the Employee in connection with the adoption of such child by the Employee, or for purposes of caring for a child of the Employee for a period beginning immediately following the child's birth or placement. An Employee who is on an Authorized Leave of Absence for any of the foregoing reasons shall receive credit for the Hours of Service which the Employee would normally have been credited with but for such absence. If the Plan Administrator and the Employer are unable to determine the Hours which would have otherwise been credited to the Employee, the Employee shall receive credit for eight (8) Hours of Service for each day of such absence. The maximum number of Hours of Service credited to an Employee pursuant to this paragraph for any one absence or any series of related absences shall not exceed five hundred one (501). The hours credited pursuant to this paragraph will be treated as Hours of Service for the service computation period during which the absence begins if the Employee would be prevented from incurring a Break in Service during such twelve (12) consecutive month period solely because of the Hours of Service

credited pursuant to this paragraph. In all other cases, the Hours of Service shall be credited to the Employee for the service computation period which begins immediately following the day on which the absence commences. This paragraph (6) shall not be construed as entitling any Employee to an Authorized Leave of Absence for any of the reasons enumerated above. An Employee's entitlement to an Authorized Leave of Absence will be determined in accordance with the standard policies of the Employer. No credit will be given pursuant to this paragraph (6) unless the Employee furnishes to the Plan Administrator such timely information as the Plan Administrator may reasonably require to establish the number of days for which there was such an absence and that the absence was for one of the reasons enumerated above.

(s) "NORMAL RETIREMENT AGE" and "NORMAL RETIREMENT DATE" - The first day of the calendar month following the date on which the following conditions are satisfied: (2) the Participant's age and Years of Creditable Service equals 75, (2) the Participant has at least twenty (20) Years of Creditable Service, (3) the Participant has attained the age of fifty (50), and (4) at least three calendar months have passed since the execution of the initial Plan and Trust documents. Notwithstanding the foregoing, a Grandfathered Participant's Normal Retirement Date may not commence prior to June 1, 2006.

(t) "PARTICIPANT" - An Employee, on or after the Effective Date, who has satisfied the eligibility requirements specified in Section 3.1 and who is eligible to accrue retirement benefits under the Plan.

(u) "PLAN" - The Oneida Tribe of Indians of Wisconsin Public Safety Officer Pension Plan, as set forth in this instrument, and as it may hereafter be amended.

(v) "PLAN ADMINISTRATOR" - The individual, entity, committee or board appointed to act as such pursuant to Section 9.1.

(w) "PLAN YEAR" - A twelve (12) month period, commencing on each October 1 and ending on each September 30 following. For purposes of Section 415 of the Code, the Plan Year shall be the "limitation year."

(x) "POLICE OFFICER" - A Police Officer for purposes of this Plan is any officer, including the chief, or employee of the Employer's police department, except one whose principal duties are those of a telephone operator, clerk, stenographer, machinist or mechanic and whose functions do not clearly fall within the scope of active law enforcement even though such an employee is subject to occasional call, or is occasionally called upon, to perform duties within the scope of active law enforcement. Police Officer includes any person regularly employed and qualifying as a patrol officer or a person of equal or higher rank, even if temporarily assigned to other duties.

(y) "PROTECTIVE OCCUPATION EMPLOYEE" - Police Officers whose principal duties are determined by the Employer to involve active law enforcement duties which require frequent exposure to a high degree of danger or peril and also require a high degree of physical conditioning.

(z) "PUBLIC SAFETY PENSION BOARD" or "BOARD" - The Board established by the Business Committee to oversee the administration of the Plan.

(aa) "QUALIFIED DOMESTIC RELATIONS ORDER" - A domestic relations order meeting the requirements specified in Section 7.2.

(bb) "QUALIFIED MILITARY SERVICE" - Service in the uniformed services of the United States of America, as defined in Code Section 414(u)(5).

(cc) "REDUCED SERVICE RETIREMENT AGE" and "REDUCED SERVICE RETIREMENT DATE" - The first day of the calendar month following the later of: (1) the date when the Participant attains the age of 55 years, or (2) the third calendar month following execution of the initial Plan and Trust documents.

(dd) "TRIBE" - The Oneida Tribe of Indians of Wisconsin, a federally recognized Indian Tribal government.

(ee) "TRUST AGREEMENT" - The agreement entered into between the Employer and the Trustee.

(ff) "TRUST FUND" - The fund established by the Employer pursuant to the terms of the Trust Agreement to provide for the funding of benefits under the Plan. The Trust Fund will be held, administered and distributed for the exclusive benefit of the Participants and their beneficiaries.

(gg) "TRUSTEE" - The individual, individuals or entity selected by the Employer to act as such. The Trustee shall acknowledge acceptance of its appointment by the execution of the Trust Agreement or, in the case of a successor Trustee, by the execution of an appropriate written instrument. If the Employer appoints two or more individuals or entities to act jointly as the Trustee, the term "Trustee" shall refer collectively to all of said individuals or entities.

(hh) "UNITED STATES ARMED FORCES" - Means any of the following: The U.S. army, including the WACS; The U.S. navy, including the WAVES; The U.S. air force, including the WAFS; The U.S. marine corps, including the WMS; The U.S. coast guard, including the SPARS; and the U.S. maritime service, including the merchant marines.

(ii) "YEAR OF CREDITABLE SERVICE" - A Participant's Years of Creditable Service shall equal his Years of Service and Years of Military Service as set forth in (1) and (2) below:

(1) Years of Service. A twelve (12) consecutive month period during which an Employee is credited with one thousand (1,000) or more Hours of Service with the Employer, regardless of whether the Employee is employed on the last day of said period. In calculating an Employee's Years of Service and Breaks in Service, the initial twelve (12) consecutive month period shall commence on the date the Employee first performs an Hour of Service for the Employer, and the second and subsequent twelve (12) consecutive month periods shall commence on the anniversaries of such date. If an individual terminates employment with the Employer prior to completing one thousand (1,000) Hours of Service in any such twelve (12) consecutive month periods and returns to employment with the Employer after the close of the twelve (12) consecutive month period during which his employment was terminated, or if an individual's prior service is disregarded pursuant to the rules set forth in Section 3.3 and the individual is later reemployed, the relevant twelve (12) consecutive month periods shall commence on the date the individual first

performs an Hour of Service for the Employer following his reemployment and the anniversaries thereof. Notwithstanding anything herein to the contrary only those Hours of Service while working as a Protective Occupation Employee or are considered for determining a Participant's Years of Service under the preceding rules.

(2) Years of Military Service. Years of Military Service shall be credited for active service employment with the United States Armed Forces as certified by the United States military on DD Form 214N or equivalent, rounded up to the nearest full year (subject to a maximum of five (5) Years of Military Service for purposes of this Plan).

2.2 HIGHLY COMPENSATED EMPLOYEE.

(a) GENERAL. The term "Highly Compensated Employee" shall include all "highly compensated active employees" and all "highly compensated former employees."

(b) HIGHLY COMPENSATED ACTIVE EMPLOYEES. For purposes of this Plan, a "highly compensated active employee" is an Employee who performs services for the Employer during the current Plan Year (the "determination year") and who:

(1) During the determination year, or during the preceding Plan Year, is or was a "5% owner" as described in Section 416(l)(1) of the Code and applicable regulations thereunder; or

(2) For the preceding year, had Compensation from the Employer in excess of \$80,000, as adjusted from time to time by the Secretary of the Treasury for cost-of-living increases (\$120,000 for the 2015 determination period).

(c) HIGHLY COMPENSATED FORMER EMPLOYEES. For purposes of this Section, the term "highly compensated former employee" is based on the rules applicable to determining Highly Compensated Employee status as in effect for that determination year in accordance with Section 1.414(q)-1T, A-4 of the temporary income tax regulations and Notice 97-45, as such may be updated, modified or amended from time to time.

2.3 CONSTRUCTION.

(a) GENERAL. The masculine gender, where appearing in the Plan, shall include the feminine gender (and vice versa), and the singular shall include the plural, unless the context clearly indicates to the contrary. The term "delivered to the Plan Administrator," as used in the Plan, shall include delivery to a person or persons designated by the Plan Administrator for the disbursement and receipt of administrative forms. Headings and subheadings are for the purpose of reference only and are not to be considered in the construction of this Plan.

(b) SAVINGS PROVISION. If any provision of this Plan is determined to be for any reason invalid or unenforceable, the remaining provisions shall continue in full force and effect.

2.4 GOVERNMENTAL PLAN.

This Plan is intended to constitute a governmental plan as defined in Section 414(d) of the Code and Section 3(32) of the Act. It is the position of the Tribe that the Act, including Title IV of

the Act, does not apply to the Plan or to the Tribe in general. Neither the Tribe nor the Employer intends to waive any exemptions or relief provided to governmental plans under the Act or Code by its voluntary adoption of policies, procedures, or provisions otherwise not required by the Act or Code with respect to governmental plans. Rather, the Employer's voluntary adoption of any such policies, procedures, or provisions reflects its determination that such policies, procedures, or provisions are consistent with the Employer's desire to provide a secure source of retirement income for its Employees. It is also the intention of the Employer that the Plan shall constitute a qualified plan under the provisions of Section 401(a) of the Code and that the Trust Fund maintained pursuant to the Trust Agreement shall be exempt from taxation pursuant to Section 501(a) of the Code. It is also the Employer's intention that this Plan qualify as an accident and health plan pursuant to Section 105(c) of the Code and that any benefits paid to any Participant due to the Participant's Disability be eligible for the favorable income tax treatment afforded by Section 105(c) of the Code. This Plan shall be construed in a manner consistent with the Employer's intentions.

2.5 GOVERNING LAW; JURISDICTION.

(a) SOVEREIGNTY. This Plan is sponsored by the Oneida Tribe of Indians of Wisconsin, a federally recognized Indian tribal government, with recognized sovereign powers and immunity. To the extent that this Plan is treated as a separate "entity" of the Tribe, it shall be treated as a subordinate entity of the Tribe with all attributes of sovereignty. No provision of this Plan or its related Trust Agreement, including any reference to a federal or state statute, shall be deemed a waiver of sovereign immunity or a waiver of any exemption to which the Tribe is entitled. Any waiver of the Tribe's sovereign immunity may be made only by express Resolution of the Business Committee. The Tribe's exemptions and immunity, however, shall not extend to service providers for the Plan, which shall be held to full compliance standards and enforcement requirements as would be applicable if they were providing services to a private sector plan.

(b) GOVERNING LAW/JURISDICTION. All of the provisions of this Plan shall be construed and enforced according to the Tribal laws of the Oneida Tribe of Indians of Wisconsin and shall be administered according to the laws of such Tribe, except as otherwise required by the Code or other applicable federal law. No judicial review of participant claims under this Plan shall be permitted except as provided in the claims procedures set forth in Section 9.4. Any judicial review related to this Plan shall be within the exclusive jurisdiction of the Oneida Tribal Judicial System.

2.6 PENSION PROTECTION ACT COMPLIANCE.

(a) GENERAL. Effective January 1, 2007, the Plan became subject to the provisions of Section 906 of the Pension Protection Act of 2006 (the "PPA"), which requires that the coverage of governmental plans maintained by Indian tribal governments be limited to those employees who perform essential governmental functions which are not commercial in nature. In accordance with the Internal Revenue Service's Notice 2006-89 and Notice 2007-67, the Tribe is operating the Plan in reasonable good faith compliance with the PPA requirements pending receipt of final guidance.

(b) CLASSIFICATION OF EMPLOYEES. In connection with its reasonable and good faith compliance with the PPA requirements, the Tribe has determined that the Employees covered by the Plan are engaged in the performance of essential governmental functions which are not commercial in nature. In making the determination as to whether employment functions are

commercial in nature and pending guidance from the Internal Revenue Service and/or the Department of Labor, the Tribe shall take into account the following factors:

- (a) the historic functions performed by the Tribal government;
- (b) the Tribe's role as defined in its Constitution, Bylaws, Ordinances, Resolutions, Judicial decisions, customs and traditions;
- (c) the functions carried on by other governmental employers, including the federal government, states, counties, cities and other local governments;
- (d) the use of revenues generated by activities in question (whether inuring to the benefit of the Tribe and the provision of public services, or whether inuring to private interests); and
- (e) whether the employing entity or division is treated as a non-profit or for-profit entity for tax or other purposes.

The Tribe expressly reserves the right to modify the classification of any and all employees pending publication of final guidance under Section 906 of the PPA. This Plan does not cover any employee groups classified by the Internal Revenue Service as "commercial" under IRS Notice 2006-89.

ARTICLE III **ELIGIBILITY AND PARTICIPATION**

3.1 ELIGIBILITY AND PARTICIPATION.

(a) GENERAL RULE. Each Protective Occupation Employee participating in the Plan as of October 1, 2015 shall continue to participate in the Plan, subject to the terms hereof. Each other Protective Occupation Employee of the Employer shall automatically participate in this Plan. Participation in this Plan shall commence immediately upon hire or transfer into an eligible position. Except as set forth in paragraph (b) below, only Protective Occupation Employees employed on or after October 1, 2005 shall participate in this Plan.

(b) GRANDFATHERED PARTICIPANTS. Protective Occupation Employees who (i) terminated service prior to the original effective date of the Plan, October 1, 2005, and (ii) otherwise satisfied the minimum criteria for retirement eligibility set forth in Section 4.1(a) (referred to as "Grandfathered Participants"), shall, subject to applicable limitations under the Internal Revenue Code for the granting of participation and past service credit, be eligible to participate in this Plan. Eligibility for status as a Grandfathered Participant shall be determined by using Years of Service as defined in Plan Section 2.1(kk)(1). Once eligible, all Years of Creditable Service shall be counted subject to the terms and conditions of the Plan.

3.2 CREDITING OF SERVICE.

Except as provided in Section 3.5, all Years of Creditable Service shall be taken into account under this Plan, including those Years of Creditable Service prior to the establishment of this Plan.

3.3 AUTHORIZED LEAVES OF ABSENCE.

An Authorized Leave of Absence granted by the Employer for which an Employee is not compensated shall be disregarded in determining whether the Employee has satisfied the eligibility requirements specified in Section 3.1, and the Employee shall not be credited with Hours of Service for any purpose for such period unless such credit is required to be given by law. An Employee shall not be charged with a Break in Service, however, during an Authorized Leave of Absence if the Employee's failure to complete more than five hundred (500) Hours of Service is attributable to the Authorized Leave of Absence, and a Participant's participation in the Plan shall not be terminated while the Participant is on an Authorized Leave of Absence.

3.4 TERMINATION OF PARTICIPATION.

A Participant's participation in the Plan, but not his right, if any, to payment of benefits, shall be terminated upon the Participant's separation from employment with the Employer.

3.5 EMPLOYMENT TRANSFERS; SERVICE IN AN INELIGIBLE CLASS.

A Participant will automatically become ineligible to participate in the Plan as of the effective date of a change in his employment classification if, as a result of the change, he is no longer eligible to participate in the Plan. If an Employee of the Employer is not eligible to participate in the Plan due to his employment classification, he shall participate immediately upon becoming a member of an eligible class of Employees if he has satisfied the other requirements set forth in Section 3.1 and would have become a Participant previously had he been in an eligible class. In any event, an Employee's service in an ineligible employment classification shall be disregarded for purposes of calculating the Employee's Years of Service hereunder. Transfer into an ineligible employment classification will not be considered a distribution event hereunder; benefits, if any, shall remain in the Plan until said benefits become payable pursuant to Article VI unless earlier forfeited pursuant to Section 4.11.

3.6 SPECIAL SERVICE CREDITING RULES FOR QUALIFIED MILITARY SERVICE.

Notwithstanding anything herein to the contrary, service credit and benefit accruals with respect to Qualified Military Service shall be provided in accordance with Code Section 414(u). In this regard, the Employer shall include periods of Qualified Military Service as Years of Service, subject to the reemployment requirements and deadlines set forth in Code Section 414(u) and the related federal statutes. The foregoing shall not be construed to expand the Employer's contribution obligations beyond those required in order to comply with Code section 414(u).

3.7 LEASED EMPLOYEES.

A "leased employee" is any person (other than an employee of the Employer) who pursuant to an agreement between the Employer and any other person ("leasing organization") has performed services for the Employer (or for the Employer and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under the Employer's primary direction or control. A "leased employee" shall be treated as an Employee of the Employer for purposes of the pension requirements of Section 414(n)(3) of the Code, unless "leased employees" constitute less than twenty percent (20%) of the Employer's non-highly compensated work force (within the meaning of

Section 414(n)(5)(C)(ii) of the Code) and the “leased employee” is covered by a “Safe Harbor Plan” that satisfies the requirements of Section 414(n)(5)(B) of the Code (a money purchase pension plan with nonintegrated employer contributions of at least 10% of compensation, with full vesting, and immediate participation for leased employees). In any event, a “leased employee” who is deemed to be an Employee of the Employer pursuant to the preceding sentence shall be treated as if he is employed in an employment classification that has not been designated for participation in the Plan.

ARTICLE IV **DETERMINATION OF BENEFITS**

4.1 RETIREMENT BENEFITS.

(a) **ELIGIBILITY FOR RETIREMENT BENEFITS.** To qualify for Retirement Benefits pursuant to (b) below, a Participant must have ten (10) or more Years of Service (pursuant to Section 2.1(ii)(1)). A Participant need not attain a specified age prior to separating from service to qualify for Retirement Benefits. However, actual payment of Full Service Retirement Benefits may not commence before a Participant attains the age of fifty (50); payment of Reduced Service Retirement Benefits may not commence before a Participant attains the age of fifty five (55). Subject to the requirements of Section 4.11, the payment of a Participant's Retirement Benefits will begin within a reasonable time following the Participant's actual retirement following the earlier of his Normal Retirement Date or his Reduced Service Retirement Date. Eligibility for receipt of payments, however, may be suspended in accordance with Section 5.14.

(b) **AMOUNT OF RETIREMENT BENEFITS.** The amount of a Participant's Retirement Benefits shall be determined as follows:

(1) **FULL SERVICE BENEFIT FORMULA.** The Retirement Benefit for a Participant who satisfies (a) above and who has at least twenty (20) Years of Creditable Service (including Years of Service and Years of Military Service) shall be a monthly benefit equal to 65% of his Final Average Earnings plus 2% for each Year of Creditable Service in excess of twenty (20).

(2) **REDUCED SERVICE BENEFIT FORMULA.** The Retirement Benefit for a Participant who satisfies (a) above and who has less than twenty (20) Years of Creditable Service shall be a monthly benefit equal to 65% of his Final Average Earnings reduced by 4% for each Year of Creditable Service less than twenty (20).

(3) **DEFERRED RETIREMENT BENEFITS.** If a Participant defers benefits beyond his actual retirement following his Normal Retirement Date or his Reduced Service Retirement Date, as applicable, his Retirement Benefit shall be actuarially adjusted to an actuarial equivalent which reflects the shorter time period over which benefits will be paid.

4.2 TERMINATION BENEFITS.

This Plan does not provide benefits on the account of a separation from employment with the Employer prior to retirement, death or Disability. A Participant who separates from employment prior to retirement, death or disability shall be entitled to the retirement, death, or disability benefits, if any, provided under Sections 4.1, 4.3 or 4.4.

4.3 DISABILITY BENEFIT.

(a) ELIGIBILITY FOR DISABILITY BENEFITS. To qualify for Disability Benefits pursuant to (b) below, a Participant must become Disabled prior to retirement or any other separation from employment with the Employer. The Plan Administrator shall determine Disability, and its determination shall be binding and conclusive upon all persons. If a Participant is eligible to receive a Disability retirement benefit and a normal Retirement Benefit, the Participant must choose between the available benefits. In no event will a Participant be entitled to simultaneously receive both a Disability retirement benefit and a normal Retirement Benefit. Subject to the requirements of Section 5.8, a Participant's Disability retirement benefit payments shall commence within a reasonable time following the later of (a) the Participant's separation from employment due to Disability, or (b) the date on which he shall be determined to be Disabled by the Plan Administrator. Disability retirement benefit payments shall not be payable for any earlier month. If the Participant so elects, Disability retirement benefit payments may be postponed until any date not later than the Participant's Normal Retirement Date or his Reduced Service Retirement Date, whichever is applicable, with such election to be made in writing on a form provided by and filed with the Plan Administrator prior to the commencement of the Participant's benefits.

(b) AMOUNT OF DISABILITY BENEFITS. The Disability benefit to which a Participant shall be entitled on separation from service due to Disability shall be a monthly payment in an amount equal to sixty-five percent 65% of his Final Average Earnings; provided that said amount shall be reduced by amounts payable from any policy or policies of disability insurance offered by the Employer so that the total Employer provided Disability benefit shall not exceed 65% of the Participant's Final Average Earnings.

(c) FORM OF DISABILITY BENEFITS. Subject to Section 5.8, all Disability benefits shall be paid in the basic form of benefit pursuant to Section 5.3 or any optional form as permitted under Section 5.7.

4.4. DEATH BENEFIT.

A Participant must be credited with ten (10) or more Years of Service (pursuant to Section 2.1(ii)(1)) in order to qualify for death benefits under this Plan (insurance policies may be provided by the Employer from time to time which are separate from the death benefits hereunder). The amount and timing of death benefits will depend on several factors as set forth in (a) through (e) below:

(a) DEATH BENEFITS (PRIOR TO ANNUITY STARTING DATE). The death benefit with regard to a Participant who dies while employed by the Employer and prior to his Annuity Starting Date shall be the present value on the day following the date of the Participant's death, of the life annuity to the Beneficiary which would have been payable if the Participant had been eligible to receive a retirement annuity beginning on the date of his death and had elected to receive the annuity in the form of a joint and 100% survivor option. Effective January 1, 2007 and in accordance with Code Section 401(a)(37), any Participant who dies while performing Qualified Military Service shall be treated as if he died while actively employed by the Employer for purposes of determining any available death benefits under this Section 4.4. Unless waived pursuant to Section 4.5 below, a married Participant shall automatically receive benefits in the form of a joint and 100% survivor annuity, with his spouse as his sole Beneficiary. If there is more than one Beneficiary, the amount

of the annuity and its present value will be determined as if the oldest of the Beneficiaries were the sole Beneficiary.

(b) AMOUNT OF DEATH BENEFITS (AFTER ANNUITY STARTING DATE). Death Benefits, if any, that are payable after a Participant's Annuity Starting Date shall be determined in accordance with the survivor annuity option, if any, selected by the Participant up to his Annuity Starting Date.

(c) AMOUNT OF DEATH BENEFITS (PRIOR TO EXPIRATION OF GUARANTEE PERIOD). The death benefit with regard to a Participant who dies prior to the expiration of the guarantee period, of an annuity which provides a guaranteed number of monthly payments, shall be a continuation of said monthly payments until payments have been made for the guaranteed number of months. The Plan Administrator may direct that the remaining guaranteed payments be paid in a lump sum Actuarial Equivalent, in lieu of the continuation of monthly payments, if (1) the estate of the annuitant is the Beneficiary, (2) no Beneficiary of the annuitant survives, (3) the death of the Beneficiary occurs after having become entitled to payments but prior to the end of the period guaranteed, or (5) at the death of the annuitant the remainder of the period for which payments are guaranteed is less than twelve (12) months.

(d) TIME AND FORM OF PAYMENT. Death benefits may be paid in the form of an Actuarial Equivalent lump sum or in the form of any optional form permitted under the Plan (other than a joint and survivor option). Death benefit payments shall commence within a reasonable time following the Participant's death and must be paid in full by December 31 of the calendar year which includes the fifth (5th) anniversary of the date of the Participant's death, unless the surviving spouse or other designated Beneficiary unless the surviving spouse or other designated Beneficiary make an appropriate election under Code Section 401(a)(9). All distributions made subsequent to the death of the Participant shall be made in accordance with the requirements of Code Section 401(a)(9) and Section 5.11 of the Plan.

4.5. WAIVER OF SURVIVOR ANNUITIES.

A Participant's spouse shall not be entitled to a surviving spouse annuity in the event a valid written election has been made by the Participant clearly indicating that the Participant has elected to waive the surviving spouse annuity. An election to waive the surviving spouse annuity shall not be valid unless consented to by the Participant's spouse in accordance with the uniform policies and procedures prescribed by the Plan Administrator. No spousal election shall be required if the Plan Administrator determines to its satisfaction that the spouse cannot be located or that there exists such other circumstances preventing such consent. Any consent by a spouse (or decision that spousal consent cannot be obtained) shall be effective only with respect to that spouse and shall not be binding on any subsequent spouse of the Participant. A spouse may not revoke her consent once given, but if a Participant revokes his election to waive the surviving spouse annuity, the spouse's consent shall be required if the Participant subsequently elects once again to waive the surviving spouse annuity. The Participant shall have the right to make or revoke an election to waive payment of the surviving spouse annuity at any time up until the date of his death. The Plan Administrator shall provide explanations with regard to the surviving spouse annuity options under the Plan, in order to assist in a decision waive the survivor annuity. The life annuity payable to a surviving spouse shall not terminate upon remarriage of the spouse.

4.6. CONSENT TO EARLY DISTRIBUTIONS.

Except as otherwise provided in Section 5.8, no benefit payments may commence pursuant to the preceding provisions of this Article IV prior to the Participant's attainment of his Normal Retirement Age unless the Participant requests and, if the Participant is married, the Participant's spouse consents to, the earlier commencement of benefits. Both the Participant's request and the spouse's consent must be in writing in a form acceptable to the Plan Administrator. In addition, the consent of the spouse must comply with the requirements of Section 5.6.

4.7. ACCRUED BENEFIT.

A Participant's Accrued Benefit as of any given date shall be determined by multiplying the Participant's Normal Retirement Benefit determined by applying the Average Final Earnings of the Participant as of that date by the ratio produced by dividing (a) by (b) below:

(a) The Years of Creditable Service at the time of determination of Accrued Benefits.

(b) The Years of Creditable Service the Participant would have if the Participant continues employment to his Normal Retirement Date.

4.8. LIMITATION ON BENEFITS: GENERAL RULE.

(a) BASIC LIMITATIONS; DOLLAR LIMITATIONS DEFINED. Notwithstanding anything to the contrary in the Plan, the annual benefit payable to a Participant in the form of a straight life annuity shall not exceed the annual dollar limitation in effect under Code Section 415(b), as adjusted in accordance with paragraph (b) below (the "Annual Dollar Limitation"). For the 2015 Limitation Year, the Annual Dollar Limitation is \$210,000. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an accrued benefit in excess of the Annual Dollar Limitation, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Annual Dollar Limitation.

(b) COST-OF-LIVING ADJUSTMENTS. The Annual Dollar Limitation shall be adjusted for each calendar year to take into account any cost-of-living increase adjustments for that calendar year allowable pursuant to applicable regulations or rulings of the United States Treasury Department under Section 415(d) of the Code. Any such adjustment shall be effective only as of the first day of the calendar year for which such adjustment is announced. Cost-of-living adjustments to the Annual Dollar Limitation made after a Participant retires shall apply to that Participant, provided that in no event shall such cost-of-living adjusted amounts exceed the Code Section 401(a)(17) limitation on Compensation for that Participant determined as of the Participant's termination of employment.

(c) MINIMUM BENEFITS. Notwithstanding anything else in this Section to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Annual Dollar Limitation if:

(1) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer do not

exceed \$10,000 multiplied by a fraction: (A) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Credited Service (not to exceed 10) with the Employer, and (B) the denominator of which is 10; and

(2) the Employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated.

(d) SERVICE AND PARTICIPATION REDUCTIONS. If the Participant has less than 10 years of participation in the Plan, the Annual Dollar Limitation shall be multiplied by a fraction: (1) the numerator of which is the number of years (or part thereof, but not less than one year) of participation in the Plan, and (2) the denominator of which is 10.

(e) GRANDFATHER PROVISIONS. Notwithstanding anything to the contrary in this Section, the application of the provisions of this Section shall not cause the maximum annual benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of December 31, 2006 under provisions of the plans that were both adopted and in effect before April 5, 2007, as set forth in Treasury Regulation Section 1.415(a)-1(g)(4).

(f) EARLY AND DELAYED PAYMENT ADJUSTMENTS. The Annual Dollar Limitation shall be adjusted if the Annuity Starting Date of the Participant's benefit is before age 62 or after age 65, except as set forth in paragraph (1)(C) below. Notwithstanding the other requirements of this Section 4.8(f), no adjustment shall be made to the Annual Dollar Limitation to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made.

(1) Annuity Starting Date Before Age 62.

(A) The Annual Dollar Limitation shall be adjusted if the Participant's benefit commencement date is before age 62. The Annual Dollar Limitation for the Participant's benefit commencement date shall be the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's benefit commencement date that is the actuarial equivalent of the lesser of (A) the Annual Dollar Limitation (adjusted under Section 4.8(b), if required) computed using a 5% interest rate and the mortality table described in Rev. Rul. 2001-62 and expressing the Participant's age based on completed calendar months as of the benefit commencement date and (B) the Annual Dollar Limitation (adjusted under Section 4.8(b), if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's benefit commencement date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62.

(B) Notwithstanding anything herein to the contrary, the provisions of this Section 4.8(f)(1) shall not apply to any Participant who is a "Qualified Participant" as defined in Code Section 415(b)(2)(H). For this purpose, a Qualified Participant is a Participant whose Years of Creditable Service include at least fifteen (15) years of service as a full-time employee of any police or fire department which is organized or maintained by the Employer to provide police protection, firefighting services, or emergency medical services within the jurisdiction of the Employer or as a member of the Armed Forces of the United States.

(2) Annuity Starting Date After Age 65.

(A) The Annual Dollar Limitation shall be adjusted if the Participant's benefit commencement date is after age 65. If the Participant's benefit commencement date is after age 65, the Annual Dollar Limitation for the Participant's benefit commencement date shall be the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's benefit commencement date that is the actuarial equivalent of the Annual Dollar Limitation (adjusted under Section 4.8(b), if required), computed with a 5% interest rate and the mortality table described in Rev. Rul. 2001-62 (and expressing the Participant's age based on completed calendar months as of the benefit commencement date).

(g) ALTERNATIVE BENEFIT FORMS. Except as provided below, if a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Section.

(1) The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph (g)(1) if the form of the Participant's benefit is either (A) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (B) an annuity that decreases during the life of the Participant merely because of the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant). The actuarially equivalent straight life annuity is equal to the greater of (i) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and (ii) the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5% interest rate assumption and the GATT Table for that Annuity Starting Date.

(2) The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 4.8(g)(1) above. In this case, the actuarially equivalent straight life annuity is equal to the greatest of (A) the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the GATT Rate and the GATT Table, (B) the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5% interest rate assumption and the GATT Table; and (C) the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the GATT Rate and the GATT Table, divided by 1.05.

(3) No actuarial adjustment to the benefit shall be made for (A) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (B) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit would otherwise satisfy the limitations of this Section, and the plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Section applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Section 415(d) of the Code. For this

purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

(h) EXEMPT BENEFITS. The limitations of this Section 4.8 shall not apply to survivor and disability benefits paid by the Plan as a pension, annuity or similar allowance to a Participant, Beneficiary, survivor or estate as the result of the disability or death of the Participant, as provided in Code Section 415(b)(2)(I).

(i) DEFINITIONS. For purposes of this Section 4.8, the term "GATT Rate" shall mean the annual rate of interest on 30-year Treasury securities for the month before the first day of the Plan Year in which such distribution is made. The term "GATT Table" shall mean the mortality table prescribed in Revenue Ruling 2001-62 or any table prescribed by the Internal Revenue Service or Department of Treasury as a replacement for such table.

(j) CODE AND TREASURY REGULATIONS. The limitations of Code Section 415 and the Treasury Regulations promulgated thereunder are incorporated into the terms of the Plan by this reference and the Plan shall be operated in compliance with such limitations. The provisions of Code Section 415 and the related Treasury Regulations shall control in the event of any conflict with the terms of this Plan document

4.9. LIMITATION ON BENEFITS: MULTIPLE DEFINED BENEFIT PLANS.

If the Participant is, or has ever been, a participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Employer or a predecessor employer, the sum of the Participant's maximum annual benefits from all such plans may not exceed the Annual Dollar Limitation or otherwise violate the provisions of Code Section 415(b). Where the Participant's maximum annual benefits under all such defined benefit plans (determined as of the same age) would exceed the applicable Code Section 415 limitations, the Participant's benefit under this Plan shall be limited to the extent necessary to avoid exceeding the limit unless the other plan provides that the benefit provided by such other plan will be limited in this situation, in which case the provisions of the other plan will control.

4.10. NO OTHER BENEFITS.

There shall be no benefits under this Plan other than as described in this Article IV, and these benefits shall be payable only in the manner described in Article V.

4.11. FELONY FORFEITURE RULE.

Notwithstanding anything herein to the contrary, a Participant who is convicted of a felony (before or while in pay status) shall forfeit his right to any further benefits under this Plan.

ARTICLE V
PAYMENT OF BENEFITS

5.1. COMMENCEMENT OF BENEFITS.

(a) GENERAL RULE. Payment of the benefits provided by this Plan will commence, if practicable, at the times indicated in the appropriate Sections of Article IV. If benefit payments are delayed for any reason (other than for determinations of Disability), the arrearage shall be paid promptly following the actual commencement of payments. No interest shall be due on any delayed payments unless the Plan Administrator, in the exercise of its discretion, determines that the delay was not necessary under the circumstances.

(b) REQUIRED COMMENCEMENT OF PAYMENTS. In no event shall payment to a former Participant commence later than sixty (60) days after the last to occur of (1) the last day of the Plan Year in which the Participant attains the earlier of Normal Retirement Age or the age of sixty-five (65) years, (2) the last day of the Plan Year in which the Participant separates from employment with the Employer, or (3) the tenth (10th) anniversary of the last day of the Plan Year in which the Participant commenced participation in the Plan. In addition, payments must commence in accordance with the terms of Section 5.11 and the provisions of Code Section 401(a)(9).

5.2. POSTPONEMENT OF BENEFITS.

A Participant or Beneficiary may elect to postpone the commencement of benefits (other than the surviving spouse annuity provided by Sections 4.4 or 5.4) beyond the dates specified in the applicable provisions of Article IV, but payments to a Participant must commence by the date determined pursuant to paragraph 5.1(b) and payments to a beneficiary must commence by the applicable date determined pursuant to Section 4.4. If the commencement of payments to a Participant is postponed pursuant to the provisions of this Section, the Participant's Accrued Benefit shall be increased actuarially to reflect interest (at the appropriate rate used for purposes of making Actuarial Equivalency determinations) from the Participant's Normal Retirement Date until the date on which payments actually commence. If the commencement of payments to a beneficiary is postponed, the death benefit provided by Section 4.4 shall be credited with interest (at the rate used for purposes of making Actuarial Equivalency determinations) from the date of the Participant's death until the date on which payments actually commence.

5.3. BASIC FORM OF BENEFIT PAYMENT TO PARTICIPANTS.

Subject to Section 5.4 below, the basic form of benefit payment to which a Participant shall be entitled shall be a single life annuity that will provide monthly payments to the Participant during his life. The last monthly payment shall be the payment due prior to the Participant's death.

5.4. ANNUITY REQUIREMENTS.

(a) PAYMENT FORM. If a Participant is married on his Annuity Starting Date, the benefit to be paid to the Participant shall be paid in the form of a joint and 100% survivor annuity, as described below in this Section, that is Actuarially Equivalent to the basic form of benefit provided by Section 5.3. If a Participant is not married on his Annuity Starting Date, the Participant's benefits shall be paid in the form of the single life annuity described in Section 5.3. In either case, the

Participant may elect, in accordance with the provisions of this Section, to receive his payments in another benefit form described in this Article V after receiving the written explanation specified below. If a Participant dies prior to his Annuity Starting Date, the benefits, if any, payable to the deceased Participant's surviving spouse or other Beneficiary shall be determined in accordance with Sections 4.4 and 4.5.

(b) JOINT AND SURVIVOR 100% ANNUITY. The joint and survivor annuity payable under this Section to a married Participant shall consist of reduced level payments to the Participant each month during the remainder of his life, with payments continuing after the Participant's death to his spouse, if surviving, in an amount equal to (100%) of the level monthly payment paid to the Participant. In order to compute the Actuarially Equivalent joint and survivor benefit, the Participant's monthly benefit shall be actuarially adjusted to reflect the cost of continuing benefit payments to the Participant's spouse following the Participant's death. Payment to the Participant shall cease with the last monthly payment made prior to his death, and payment to the surviving spouse shall cease with the last monthly payment made prior to the death of the spouse. Payments to a surviving spouse shall not be terminated if the surviving spouse remarries. Only the spouse to whom the Participant is married on the date the first payment is made is eligible to receive the survivor annuity payments.

(c) ALTERNATE FORM OF PAYMENT FOR SURVIVOR. In lieu of the survivor annuity called for by this Section, the Plan Administrator, at the request of the surviving spouse following the death of the Participant, shall distribute the Actuarial Equivalent of the survivor annuity to the surviving spouse in a single lump sum or in installments over a fixed period not to exceed the surviving spouse's remaining life expectancy, calculated as of the date on which the payments begin. The Plan Administrator shall provide the surviving spouse, on request, with a statement explaining, in terms of dollars, the financial effect of each form of payment available. This option will not be available if an annuity contract is purchased from an insurance company to provide the payments to the Participant prior to his death unless the annuity contract permits the surviving spouse to make such an election.

5.5. EXPLANATION OF BENEFIT OPTIONS.

The Plan Administrator shall make available to Participants a written explanation of available benefit options, along with an explanation of applicable election and waiver procedures.

5.6. BENEFIT ELECTIONS.

(a) FORMS OF ELECTIONS AND REVOCATIONS. Any election of benefits made pursuant to this Article V shall be made in writing on forms prescribed by the Plan Administrator for that purpose. The revocation of a previously filed election shall be made in a similar fashion. An election by a married Participant to receive benefit payments in a form other than a joint and 100% survivor annuity pursuant to Section 5.4, and an election by a single Participant to receive benefit payments in a form other than a single life annuity, shall also clearly indicate that the Participant is electing to receive benefits in some other form, thereby waiving the joint and survivor or single life annuity.

(b) SPOUSAL CONSENT. If a married Participant elects to receive his benefits in some form other than the joint and 100% survivor annuity called for by Section 5.4, the election

shall be effective only if consented to in writing by the Participant's spouse in accordance with Section 4.5.

5.7. OPTIONAL METHODS OF DISTRIBUTION.

(a) GENERAL RULE. In lieu of the normal form of payment specified in Section 5.3 and the joint and 100% survivor annuity described in Section 5.4, a Participant may elect to receive his benefits in any Actuarially Equivalent form permitted by this Section.

(b) AVAILABLE OPTIONS. All optional forms of benefit available under the Plan shall be the Actuarial Equivalent of the benefits which would have been provided pursuant to Section 5.3. The permissible forms of benefits are the following:

(1) STRAIGHT LIFE ANNUITY: A straight-life annuity terminating at the death of the annuitant.

(2) 60-MONTH GUARANTEE LIFE ANNUITY: A straight-life annuity with a guarantee of 60 monthly payments.

(3) 180 MONTH GUARANTEE LIFE ANNUITY: An annuity payable for the life of the annuitant with a guarantee of 180 monthly payments.

(4) JOINT AND SURVIVOR OPTIONS: An annuity payable for the life of the annuitant, and after the death of the annuitant, monthly payments as elected by the Participant of either 75%, or 50% of the annuity paid to the annuitant to be continued to the named survivor, for life, who was designated by the Participant in the original application for an annuity. If the death of the named survivor occurs before the death of the annuitant and before the first day of the 61st month beginning after the annuity effective date, the annuity option under this paragraph shall be converted to the annuity option under paragraph (1) [straight-life annuity] above and, beginning with the annuity payment for the first month beginning after the death of the named survivor, the annuity amount shall be the amount that the annuitant would be receiving on that date if the Participant had elected the annuity option under paragraph (1) [straight-life annuity] above in the original application for an annuity.

(c) LIFE EXPECTANCIES. For purposes of this Plan, life expectancies shall be calculated by use of the expected return multiples specified in Tables V and VI of §1.72-9 of the regulations issued by the United States Treasury Department, and in accordance with the rules and procedures specified in regulations issued under Section 401(a)(9) of the Code, as such Tables and regulations may be amended from time to time, or any Tables or regulations subsequently issued in replacement of said Tables or regulations. The life expectancy of a Participant and his spouse shall be recalculated annually. The life expectancy of any other individual shall be calculated using the individual's attained age on his birthday in the relevant calendar year (as determined in accordance with regulations issued pursuant to Section 401(a)(9) of the Code) and such individual's life expectancy during any other calendar year shall be the life expectancy as originally determined less the number of calendar years that have elapsed since the calendar year of the initial determination.

5.8. PAYMENT OF SMALL AMOUNTS AND CASH OUTS.

If the value of all benefits payable pursuant to this Plan to a Participant, surviving spouse or any Beneficiary is Actuarially Equivalent to a lump sum of One Thousand Dollars (\$1,000.00) or less, the Plan Administrator may, in its discretion, direct the Trustee to pay the benefit in the form of a single lump sum distribution without the consent of the Participant or the Participant's spouse, if any. No distribution may be made pursuant to the preceding sentence after the Annuity Starting Date unless the Participant and the Participant's spouse, if any, (or where the Participant has died, his spouse alone) consent in writing to such distribution. On the written request of the Participant filed with and approved by the Plan Administrator, and subject to the spousal consent requirements of Section 5.6 and the other provisions of this Article, the Plan Administrator also shall direct the Trustee to pay benefits in one lump sum even if such lump sum benefits are greater than the amount specified in the first sentence of this Section.

5.9. LIMITATION ON LUMP SUM PAYMENTS.

The Plan Administrator may, in the exercise of its discretion, adopt rules and procedures pursuant to which any lump sum payments to which any Participant, spouse, or other beneficiary may be entitled will be payable in up to five (5) equal annual installments, with interest on the unpaid balance at the rate used for purposes of making Actuarial Equivalency determinations. Such rules and procedures may not apply to lump sum payments of Five Thousand Dollars (\$5,000.00) or less and may apply only to lump sum payments that exceed ten percent (10%) (or such greater percentage specified by the Plan Administrator) of the value of the Trust Fund as of the last day of the prior Plan Year. Any such rules or procedures adopted by the Plan Administrator shall be reduced to writing and shall be communicated to a Participant, spouse, or other beneficiary along with the notice called for by Section 5.5 at the time benefits become payable to the Participant or beneficiary. The rules and procedures shall be mandatory and shall preclude the exercise of any discretion by the Plan Administrator, the Employer or the Trustee.

5.10. PAYMENT OF DEATH BENEFITS.

As a general rule, the death benefit shall be payable in the form of a single lump sum, but the Participant's beneficiary may elect to be paid in the form of a straight life annuity or any other form of payment then permitted pursuant to Section 5.7.

5.11. REQUIRED MINIMUM DISTRIBUTIONS.

The following provisions of this Section 5.11 are intended to demonstrate reasonable and good faith compliance with the final Treasury regulations issued pursuant to Section 401(a)(9) of the Code. Reasonable and good faith deviations from the provisions of this Section 5.11 and/or from the Treasury Regulations published under Code Section 401(a)(9) shall not adversely impact the Plan's compliance status as set forth in Section 823 of the Pension Protection Act of 2006 and Treasury Regulation Section 1.401(a)(9)-1, Q&A 2(d). The provisions of this Section 5.11 shall supersede all other provisions of the Plan to the extent that such other Sections of the Plan are inconsistent with the Treasury regulations. All distributions required under this Section 5.11 will be determined and made in accordance with the Treasury regulations under section 409(a) of the Code. All references to the "Beneficiary" in this Section 5.11 shall be deemed to incorporate the designation procedures set forth in Section 2.1(i) of the Plan.

(a) TIME AND MANNER OF DISTRIBUTION.

(1) REQUIRED BEGINNING DATE. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) DEATH OF PARTICIPANT BEFORE DISTRIBUTIONS BEGIN. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant's surviving spouse is the Participant's sole Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 $\frac{1}{2}$, if later.

(B) If the Participant's surviving spouse is not the Participant's sole Beneficiary, then distributions to the Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) If there is no Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Participant's surviving spouse is the Participant's sole Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 5.11(a)(2), other than Section 5.11(a)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 5.11(a)(2) and Section 5.11(d), unless Section 5.11(a)(2)(D) applies, distributions are considered to begin on the Participant's required beginning date. If Section 5.11(a)(2)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 5.11(a)(2)(A). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse), the date distributions are considered to begin is the date distributions actually commence.

(3) FORM OF DISTRIBUTION. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 5.11(b), (c) and (d). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(b) DETERMINATION OF AMOUNT TO BE DISTRIBUTED EACH YEAR.

(1) GENERAL ANNUITY REQUIREMENTS. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(A) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(B) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 5.11(c) or 5.11(d);

(C) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(D) payments will either be nonincreasing or increase only as follows:

(i) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(ii) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 5.11(c) dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);

(iii) to provide cash refunds of employee contributions upon the Participant's death; or

(iv) to pay increased benefits that result from a Plan amendment.

(2) AMOUNT REQUIRED TO BE DISTRIBUTED BY REQUIRED BEGINNING DATE. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 5.11(a)(2)(A) or (B)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(3) ADDITIONAL ACCRUALS AFTER FIRST DISTRIBUTION CALENDAR YEAR. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(c) REQUIREMENTS FOR ANNUITY DISTRIBUTIONS THAT COMMENCE DURING PARTICIPANT'S LIFETIME.

(1) JOINT LIFE ANNUITIES WHERE THE BENEFICIARY IS NOT THE SPOUSE. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary, annuity payments to be made on or after the Participant's required beginning date to the Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Beneficiary after the expiration of the period certain.

(2) PERIOD CERTAIN ANNUITIES. Unless the Participant's spouse is the sole Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 5.11(c)(2), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(d) REQUIREMENTS FOR MINIMUM DISTRIBUTIONS WHERE PARTICIPANT DIES BEFORE DATE DISTRIBUTIONS BEGIN.

(1) PARTICIPANT SURVIVED BY BENEFICIARY. If the Participant dies before the date distribution of his interest begins and there is a Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 5.11(a)(2)(A) or (B), over the life of the Beneficiary or over a period certain not exceeding:

(A) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) if the annuity starting date is before the first distribution calendar year, the life expectancy of the Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.

(2) NO BENEFICIARY. If the Participant dies before the date distributions begin and there is no Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) DEATH OF SURVIVING SPOUSE BEFORE DISTRIBUTIONS TO SURVIVING SPOUSE BEGIN. If the Participant dies before the date distribution of his interest begins, the Participant's surviving spouse is the Participant's sole Beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section 5.11(d) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 5.11(a)(2)(A).

(e) DEFINITIONS.

(1) DISTRIBUTION CALENDAR YEAR. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 5.11(a)(2).

(2) LIFE EXPECTANCY. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(3) REQUIRED BEGINNING DATE. The date defined as April 1 of the calendar year following the calendar year in which the Participant attains the age of seventy and one-half (70 ½) years or, if later, by April 1 of the calendar year following the calendar year in which the Participant retires.

5.12. ELIGIBLE ROLLOVER DISTRIBUTIONS

(a) GENERAL. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover."

(b) DEFINITIONS.

(1) ELIGIBLE ROLLOVER DISTRIBUTION. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any amount that is distributed on account of hardship; any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and any other distribution that is reasonably expected to total less than Two Hundred Dollars (\$200.00) during a year.

(2) ELIGIBLE RETIREMENT PLAN. An eligible retirement plan is an individual retirement account ("IRA") described in Section 408(a) of the Code, an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or a Roth IRA described in Code Section 408A(b) (provided that any such distribution is made in accordance with Section 408A of the Code) that accepts the distributee's eligible rollover distribution.

(3) DISTRIBUTEES. A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. The definition of eligible retirement plan set forth in paragraph (2) above shall apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order. A distributee also includes the Participant's non-spouse Beneficiary. In the case of a non-spouse Beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is established on behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11).

(4) DIRECT ROLLOVER. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

5.13. INTEREST RATE LIMITATIONS.

(a) APPLICABILITY. This Section shall apply to all distributions from the Plan and from any annuity contracts purchased to provide benefits pursuant to the Plan other than (1) distributions made in the form of a joint and 100% survivor annuity pursuant to Section 5.4, or (2) distributions made in any other form of non-decreasing annuity payable for a period not less than the life of the Participant or, in the case of the surviving spouse annuity provided by Section 4.4, the Participant's spouse.

(b) DETERMINATION OF PRESENT VALUE. For purposes of determining the present lump sum Actuarial Equivalent of any benefit provided by this Plan (including, but not limited to, the lump sum value of a Participant's vested Accrued Benefit and the lump sum value of the surviving spouse annuities provided by Sections 4.4 and 5.4) and for purposes of determining the amount of any optional form of benefit, the actuarial factors and assumptions specified in Section 2.1 (which defines the term "Actuarial Equivalent") shall be used.

5.14. SUSPENSION OF BENEFITS.

(a) SUSPENSION ON REEMPLOYMENT. If a former Participant begins to receive benefits under this Plan and thereafter resumes employment with the Employer, payment of his benefits shall be suspended during the period of his subsequent employment in the manner provided in this Section. Such suspension shall be implemented for each calendar month in which the Employee is credited with forty (40) or more Hours of Service. If a separated Participant with a

vested benefit that is not yet in pay status shall recommence employment with the Employer, the benefit suspension provisions of this Section shall be implemented in the event such individual's benefits come into pay status during the period of reemployment.

(b) NOTICE. The Plan Administrator shall notify each Participant whose benefits are suspended pursuant to this Section of such suspension during the first month of suspension (by personal delivery or first class mail) and shall provide the Participant with an explanation of the provisions of this Section and its applicability to such Participant. Such notice shall describe the reasons for the suspension of benefits and shall notify the Participant of his claim rights under Section 9.4.

(c) RESUMPTION OF PAYMENTS. Upon the Participant's subsequent termination of service, his benefits shall be recalculated taking into account his entire period of employment with the Employer. The benefits shall be reduced, however, by the Actuarial Equivalent of the benefit payments received by the Participant prior to his reemployment.

5.15. PAYMENTS TO DISABLED.

If a person entitled to any payment under the Plan shall be under a legal disability, the Plan Administrator, in its sole and absolute discretion, may direct the Trustee to make any such payment in any one or more of the following ways: (a) directly to such person; (b) to his legal guardian or conservator; or (c) to his spouse or to any other person charged with the legal duty of his support, to be expended for his benefit.

5.16. UNDERPAYMENT OR OVERPAYMENT OF BENEFITS.

In the event that, through misstatement or computation error, benefits are underpaid or overpaid, there shall be no liability for any more than the correct benefit sums under the Plan. Overpayment may be deducted from future payments under the Plan, and underpayment may be added to future payments under the Plan. In lieu of receiving reduced benefits under the Plan, a Participant or Beneficiary may elect to make a lump sum repayment of any overpayment.

5.17. UNCLAIMED AMOUNTS; NOTICE.

(a) GENERAL. Neither the Employer, the Plan Administrator nor the Trustee shall be obliged to search for, or ascertain the whereabouts of, any Participant or Beneficiary. If a Participant or Beneficiary becomes entitled to a distribution under the Plan, the Plan Administrator shall notify the Participant or Beneficiary that he is entitled to a distribution by certified or registered mail addressed to the Participant's or Beneficiary's last known address of record with the Plan Administrator or the Employer. In the event that the Participant or Beneficiary fails to respond to a distribution notice sent via certified or registered mail, or in the event Plan account statements, investment statements, or other Plan communication materials are returned to the Plan Administrator (regardless of whether they are sent via certified or registered mail) indicating that the Participant or Beneficiary is no longer at the address on record, the Plan Administrator may, at its option, publish a notice in the Tribe's newspaper or other appropriate newspaper and/or post notices in an attempt to locate the missing Participant or Beneficiary. Upon failure of the foregoing, the Plan Administrator shall take commercially reasonable steps to locate the Participant or Beneficiary.

(b) SEGREGATION OF BENEFIT. If the Participant or Beneficiary cannot be located by the Plan Administrator, the Plan Administrator, in his discretion, may thereafter direct the Trustee to segregate the present value of the Participant's benefits in interest-bearing deposits with a federally-insured institution, and the Plan Administrator and the Trustee shall have no other investment responsibility with regard to such benefits. The segregated deposits shall be entitled to all income they earn and shall bear all expense or loss they incur.

ARTICLE VI **EXCESS BENEFIT ARRANGEMENT**

6.1. GENERAL.

Effective October 1, 2005, a separate governmental excess benefit arrangement was established outside of and apart from the Trust Fund created in relation to this Plan. The governmental excess benefit arrangement (the "EBA") is administered in accordance with Code Section 415(m) and is intended to pay Participants benefits that are otherwise payable pursuant to this Plan but which exceed the limitations imposed by Section 415 of the Code.

6.2. ELIGIBILITY AND PARTICIPATION.

(a) GENERAL RULE. Any Plan Participant who is entitled to receive benefits under this Plan which exceed or are expected to exceed the limitations of Code Section 415 is required to participate in the EBA. Any such Plan Participant shall be enrolled in the EBA automatically. The enrollment shall be effective as of the date on which it is determined that the benefits accrued by the Participant under the Plan are expected to exceed, or do exceed, the limitations of Code Section 415.

(b) DISCONTINUATION OF PARTICIPATION. In the event that the Code Section 415 limitations are increased and, as a result of such increase, an EBA participant's entire benefit may be or is expected to be paid entirely from the Plan's Trust Fund, the EBA participant shall automatically become ineligible to participate in the EBA. The former EBA participant may be reenrolled in the EBA at a later date if necessary.

6.3. EBA BENEFIT.

(a) AMOUNT. The benefit provided by the EBA to a Plan Participant shall equal the "excess benefit" of the Participant. The "excess benefit" of a Participant shall equal the difference between (i) the annual benefit that would be payable to the Participant pursuant to the terms of this Plan without application of the Code Section 415 limitations, and (ii) the annual benefit actually paid or payable to the Participant pursuant to the terms of this Plan and calculated in accordance with the limitations of Code Section 415. The EBA shall not provide any benefits that are not otherwise payable pursuant to the terms of this Plan's benefit formula.

(b) TIMING OF BENEFIT CALCULATION. The excess benefit calculation set forth in paragraph (a) above shall be performed as of the effective date of this Article VI, on an annual basis thereafter, and upon retirement of each Plan Participant. The excess benefit calculation also shall be performed at such other times as the Plan Administrator deems appropriate, which may include the effective dates of any changes in the Code Section 415 limitations.

(c) NO PARTICIPANT DEFERRALS. No Plan Participant shall be given an election to defer compensation pursuant to the EBA, either directly or indirectly.

6.4. TIMING AND FORM OF PAYMENT.

The EBA benefit payable to a Plan Participant shall be paid to the Participant at the same time and in the same payment form as the benefit payable from the Plan's Trust Fund. No Participant shall be permitted to make any elections regarding the timing of EBA benefits or the form in which the EBA benefits are paid. All other relevant elections made pursuant to the Plan's administrative provisions, such as designations of beneficiaries and contingent annuitants, shall control with respect to the Participant's EBA benefits. Any Qualified Domestic Relations Order accepted and approved under the Plan's QDRO policies and procedures will have equal affect on any EBA benefit that has accrued for the benefit of the Plan Participant, unless the QDRO expressly provides otherwise.

6.5. PAYMENT SOURCE.

No benefits payable under the EBA shall be paid from the Plan's Trust Fund. Rather, the amounts due to Plan Participants under the EBA shall be paid by the Tribe from general assets.

6.6. ADMINISTRATION OF EBA.

The Plan Administrator shall administer the EBA, in a uniform and consistent manner. The Plan Administrator shall have all powers and discretion necessary to enable it to properly carry out the administrative duties associated with the EBA. The Plan Administrator shall determine, in its discretion, the eligibility of Participants to participate in the EBA, the status and rights of EBA Participants, and the identify of the Beneficiary or beneficiaries entitled to receive any benefits payable pursuant to the EBA as a result of the death of a Participant.

6.7. CONSTRUCTION; INTENT.

The EBA is intended to constitute a qualified governmental excess benefit arrangement within the meaning of Code Section 415(m)(3). As such, the EBA is not intended to jeopardize the governmental plan status of the Plan under Code Section 414(d) or Section 3(32) of the Act, or the tax-exempt status of the Plan's Trust Fund. EBA benefits paid to a Plan Participant shall be included in the taxable income of the Plan Participant in the year the benefits are paid to the Participant or otherwise made available to the participant. EBA benefits are exempt from federal unemployment tax. The EBA also is intended to constitute an exempt governmental deferred compensation plan within the meaning of Code Section 3121(v)(3) and exempt from Social Security and Medicare taxes under the Federal Insurance Contributions Act.

ARTICLE VII
INALIENABILITY OF BENEFITS

7.1. NO ASSIGNMENT PERMITTED.

(a) GENERAL PROHIBITION. No Participant or Beneficiary, and no creditor of a Participant or Beneficiary, shall have any right to assign, pledge, hypothecate, anticipate or in any

way create a lien upon the Trust Fund, except as permitted under Section 4.11 and this Article VII. All payments to be made to Participants or their beneficiaries shall be made only upon their personal receipt or endorsement, except as provided in Section 5.15, and no interest in the Trust Fund shall be subject to assignment or transfer or otherwise be alienable, either by voluntary or involuntary act or by operation of law or equity, or subject to attachment, execution, garnishment, sequestration, levy or other seizure under any legal, equitable or other process, or be liable in any way for the debts or defaults of Participants and Beneficiaries.

(b) PERMITTED ARRANGEMENTS. This Section shall not preclude arrangements for the withholding of taxes from benefit payments, arrangements for the recovery of benefit overpayment, arrangements for the transfer of benefit rights to another plan, reductions or forfeitures for felony convictions pursuant to Section 4.11, or arrangements for direct deposit of benefit payments to an account in a bank, savings and loan association or credit union (provided that such arrangement is not part of an arrangement constituting an assignment or alienation). Additionally, this Section shall not preclude arrangements for the distribution of the benefits of a Participant or Beneficiary pursuant to the terms and provisions of a Qualified Domestic Relations Order in accordance with the following provisions of this Article VII.

7.2. QUALIFIED DOMESTIC RELATIONS ORDERS.

A Qualified Domestic Relations Order is an order described in Section 401(a)(13) and Section 414(p) of the Code that is (1) issued by, domesticated through, or recognized by the Oneida Tribal Judicial System; and (2) permits distribution of benefits in a distribution mode permitted under the Plan, does not require payment of increased benefits and does not require payment of benefits allocated to a different alternate payee under a prior Qualified Domestic Relations Order.

7.3. EARLY COMMENCEMENT OF PAYMENTS TO ALTERNATE PAYEES.

(a) EARLY PAYMENTS. An order requiring payment to an alternate payee before a Participant has separated from employment may qualify as a Qualified Domestic Relations Order as long as the order does not require payment prior to the Participant's "earliest retirement age," which is the earliest date on which the Participant could elect to receive retirement benefits pursuant to Article IV. If the order requires payments to commence after a Participant's earliest retirement age but prior to a Participant's actual retirement, the amounts of the payments must be determined as if the Participant had retired on the date on which such payments are to begin under such order, but taking into account only the present actuarial value of the Participant's Accrued Benefit at that time and not taking into account the present actuarial value of any Employer subsidy for early retirement which may at any time be provided by the Plan.

(b) ALTERNATE PAYMENT FORMS. The order may call for the payment of benefits to an alternate payee in any form in which benefits may be paid under the Plan to the Participant, other than in the form of a joint and survivor annuity with respect to the alternate payee and his subsequent spouse.

(c) ACTUARIAL CALCULATIONS. For purposes of calculating the present actuarial value of an Accrued Benefit under this Section, the actuarial factors and assumptions used by the Plan Administrator in making Actuarial Equivalency determinations shall be used.

7.4. PROCESSING OF QUALIFIED DOMESTIC RELATIONS ORDERS.

(a) NOTICE. All decisions and determinations with respect to a domestic relations order, including whether such order is a Qualified Domestic Relations Order within the meaning of this Article VII, shall be made by the Plan Administrator within a reasonable time following its receipt of such order and in accordance with uniform rules and procedures as may be adopted by the Plan Administrator. Upon receipt of a domestic relations order, the Plan Administrator shall notify the Participant or Beneficiary whose benefits may be affected by such order of its receipt of such order. The Plan Administrator shall advise the Participant or Beneficiary and the alternate payee named in the order of its rules and procedures relating to the determination of the qualified status of such orders.

(b) RETENTION OF PAYMENTS. If payment of benefits to the Participant or Beneficiary has commenced at the time a domestic relations order is received by the Plan Administrator or benefits become payable after receipt of such order, the Plan Administrator shall direct the Trustee to segregate and hold the amounts which would be payable to the alternate payee or payees designated in the order if the order is ultimately determined to be a Qualified Domestic Relations Order. If the Plan Administrator determines that the order is a Qualified Domestic Relations Order within eighteen (18) months of receipt of the order, the Plan Administrator shall instruct the Trustee to pay the segregated amounts (plus any earnings thereon) to the alternate payee specified in the Qualified Domestic Relations Order. If the Plan Administrator determines that the order is not a Qualified Domestic Relations Order or is unable to determine whether such order is a Qualified Domestic Relations Order within the eighteen (18) month period following the segregation of benefits, the Plan Administrator shall direct the Trustee to pay the segregated amounts (plus any earnings thereon) to the Participant or Beneficiary. A determination by the Plan Administrator after the close of the eighteen (18) month period that the order is a Qualified Domestic Relations Order shall be applied prospectively. All determinations of the Plan Administrator hereunder with respect to the status of an order as a Qualified Domestic Relations Order shall be binding and conclusive on all interested parties, subject to the provisions of Section 9.4.

7.5. RESPONSIBILITY OF ALTERNATE PAYEES.

Any person claiming to be an alternate payee under a Qualified Domestic Relations Order shall be responsible for supplying the Plan Administrator with a certified or otherwise authenticated copy of the order and any other information or evidence that the Plan Administrator deems necessary in order to substantiate said individual's claim or the status of the order as a Qualified Domestic Relations Order.

ARTICLE VIII **FUNDING**

8.1. CONTRIBUTIONS TO THE TRUST FUND AND PAYMENT OF EXPENSES.

(a) EMPLOYER CONTRIBUTIONS AND FORFEITURES. Unless or until an Employee contribution feature is adopted as a part of this Plan, the Employer shall pay the entire cost of the benefits provided pursuant to the Plan, subject to the Employer's right to terminate or amend the Plan. The Employer shall contribute to the Trust Fund such amounts as it shall determine after consultation with the Actuary or receipt of the Actuary's report in a manner consistent with the objectives of the Plan and any applicable requirements of law. The timing of all contributions shall

be entirely discretionary with the Employer. Except as otherwise provided herein, prior to the satisfaction of all liabilities under the Plan, Employer contributions, once made, are not refundable. Forfeitures arising under the Plan due to severance of employment before complete vesting shall be applied to reduce the cost of the Plan and not to increase the benefits otherwise payable to Participants.

(b) EXPENSES. All expenses of the Plan shall be paid from the Trust Fund unless paid directly by the Employer, and the benefits to be paid under the Plan to Participants, former Participants and their Beneficiaries shall be paid from the Trust Fund and not directly by the Employer.

8.2. CONDITIONAL NATURE OF CONTRIBUTIONS.

(a) MISTAKE OF FACT. Any contribution made to this Plan by the Employer because of a mistake of fact shall be returned to the Employer upon its request within one (1) year of the date of the contribution.

(b) LIMITATIONS ON AMOUNTS RETURNED. Notwithstanding anything herein to the contrary, the maximum amount that may be returned to the Employer pursuant to paragraph (a) above is limited to the portion of such contribution attributable to the mistake of fact or the portion of such contribution deemed non-deductible (the "excess contribution"). Earnings attributable to the excess contribution will not be returned to the Employer, but losses attributable thereto will reduce the amount so returned. In no case shall withdrawal of any excess contribution pursuant to paragraph (a) above reduce the balance of the Participant's account to less than the balance would have been had the excess contribution not been made.

8.3. APPOINTMENT OF ACTUARY.

The Employer shall appoint the Actuary, who shall make the necessary actuarial computations required in order to administer the Plan. The Employer, the Plan Administrator and the Trustee may rely upon the certification of the Actuary regarding the amount of contributions required of the Employer, the Actuarial Equivalence of any amounts payable hereunder and any other matters of actuarial computation necessary to carry out the terms and provisions of the Plan. The determination of the Actuary shall be binding and conclusive upon all persons entitled to benefits under the Plan.

ARTICLE IX **ADMINISTRATION**

9.1. PLAN ADMINISTRATOR.

The Public Safety Pension Board, as set forth in Section 9.5, shall serve as the Plan Administrator. In the absence of a sitting board, the Business Committee shall serve as such.

9.2. ALLOCATION OF FIDUCIARY RESPONSIBILITY.

The Plan Administrator is the named fiduciary with respect to the administration of the Plan. It shall not be responsible for any fiduciary functions or other duties assigned to a discretionary

Trustee pursuant to this Plan or the Trust Agreement. If the Trustee appointed pursuant to the Trust Agreement is a passive, directed Trustee, then the Trustee shall not be responsible for maintaining the Plan in compliance with any applicable laws, rules or regulations.

9.3. POWERS OF THE PLAN ADMINISTRATOR.

(a) GENERAL POWERS. The Plan Administrator shall have the power and discretion to perform the administrative duties described in this Plan or required for proper administration of the Plan and shall have all powers necessary to enable it to properly carry out such duties. Without limiting the generality of the foregoing, the Plan Administrator shall have the power and discretion to construe and interpret this Plan, to hear and resolve claims relating to this Plan, and to decide all questions and disputes arising under this Plan. The Plan Administrator shall determine, in its discretion, the eligibility of employees to participate in the Plan, the service credited to the Employees, the status and rights of a Participant, and the identity of the Beneficiary or Beneficiaries entitled to receive any benefits payable hereunder on account of the death of a Participant.

(b) BENEFIT PAYMENTS. Except as is otherwise provided hereunder, the Plan Administrator shall determine the manner and time of payment of benefits under this Plan. All benefit disbursements by the Trustee shall be made upon the instructions of the Plan Administrator.

(c) EXERCISE OF DISCRETION; DECISIONS FINAL. All powers and duties conferred on the Plan Administrator shall be exercised or performed by the Plan Administrator in the exercise of its discretion regardless of whether the Plan provision conferring such power or imposing such duty specifically refers to the Plan Administrator's discretion. The decision of the Plan Administrator upon all matters within the scope of its authority shall be binding and conclusive upon all persons.

(d) REPORTING AND DISCLOSURE. The Plan Administrator shall file all reports and forms lawfully required to be filed by the Plan Administrator with any governmental agency or department, federal or state, and shall distribute any forms, reports, statements or plan descriptions lawfully required to be distributed to Participants and others by any governmental agency or department, federal or state.

(e) INVESTMENT. The Plan Administrator shall keep itself advised with respect to the investment of the Trust Fund and shall report to the Employer regarding the investment and reinvestment of the Trust Fund not less frequently than annually. The Plan Administrator shall have power to direct specific investments of the Trust Fund only where such power is expressly conferred by this Plan and only to the extent described in this Plan. All other investment duties shall be the responsibility of the Trustee.

9.4. CLAIMS.

(a) FILING OF CLAIM. A Participant or Beneficiary entitled to benefits need not file a written claim to receive benefits. If an Employee, Participant, Beneficiary or any other person is dissatisfied with the determination of his benefits, eligibility, participation or any other right or interest under this Plan, such person may file a written statement setting forth the basis of the claim with the Plan Administrator in a manner prescribed by the Plan Administrator. In connection with the determination of a claim, the claimant may examine this Plan and any other pertinent documents generally available to Participants relating to the claim.

(b) NOTICE OF DECISION. A written notice of the disposition of any such claim shall be furnished to the claimant within thirty (30) days after the claim is filed with the Plan Administrator, provided that the Plan Administrator may have an additional period to decide the claim if it advises the claimant in writing of the need for an extension and the date on which it expects to decide the claim. Such notice shall refer, if appropriate, to pertinent provisions of this Plan, shall set forth in writing the reasons for denial of the claim if the claim is denied (including references to any pertinent provisions of this Plan), and where appropriate shall explain how the claimant can perfect the claim.

(c) REVIEW. Within ninety (90) days after receiving the written notice of the Plan Administrator's disposition of the claim, the claimant may request in writing, and shall be entitled to, a review meeting with the Plan Administrator to present reasons why the claim should be allowed. The claimant shall be entitled to be represented by counsel at the review meeting. The claimant also may submit a written statement of his claim and the reasons for granting the claim. Such statement may be submitted in addition to, or in lieu of, the review meeting with the Plan Administrator. The claimant shall be provided, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claimant's claim for benefits. The Plan Administrator shall have the right to request of and receive from a claimant such additional information, documents or other evidence as the Plan Administrator may reasonably require. If the claimant does not request a review meeting within ninety (90) days after receiving written notice of the Plan Administrator's disposition of the claim, the claimant shall be deemed to have accepted the Plan Administrator's written disposition, unless the claimant shall have been physically or mentally incapacitated so as to be unable to request review within the ninety (90) day period.

(d) DECISION FOLLOWING REVIEW. A decision on review shall be rendered in writing by the Plan Administrator ordinarily not later than sixty (60) days after review, and a written copy of such decision shall be delivered to the claimant. If special circumstances require an extension of the ordinary period, the Plan Administrator shall so notify the claimant. In any event, if a claim is not determined within one hundred twenty (120) days after submission for review, it shall be deemed to be denied.

(e) DECISIONS FINAL: PROCEDURES MANDATORY. To the extent permitted by law, a decision on review by the Plan Administrator shall be binding and conclusive upon all persons whomsoever. To the extent permitted by law, completion of the claims procedures described in this Section shall be a mandatory precondition that must be complied with prior to commencement of a legal or equitable action in connection with the Plan by a person claiming rights under the Plan or by another person claiming rights through such a person. The Plan Administrator may, in its sole discretion, waive these procedures as a mandatory precondition to such an action.

(f) JUDICIAL ACTIONS. After exhausting internal claims procedures, a claimant who is not satisfied may seek judicial review in the Oneida Tribal Judicial System if he believes that the Plan Administrator has abused its discretion in hearing the appeal, but only after the Business Committee has authorized such legal action pursuant to Tribal law. Any such proceeding shall not be a *de novo* review, but shall be limited to a determination of whether there has been an abuse of discretion. The Plan Administrator is not authorized to waive Tribal sovereignty, which may be waived only by specific and express action of the Business Committee. All matters and disputes related to the retirement benefit programs of the Tribe shall be determined within the exclusive jurisdiction of the Oneida Tribal Judicial System.

9.5. PUBLIC SAFETY PENSION BOARD.

(a) Scope The Business Committee has created the Board to perform the administrative duties of the Plan.

(b) Membership. The Board shall consist of five voting members, and three non voting advisors who shall hold office as follows:

(1) VOTING MEMBERS:

(A) One (1) member shall represent the finance interests of the Tribe. The Business Committee may designate a tribal position within the Tribe's finance department and/or treasurer's office to fill this role. In the absence of an appointment to the contrary, the Tribal Treasurer shall serve in this role by position. The member's term shall coincide with his / her service as Treasurer or other designated position.

(B) One (1) member shall consist of a Plan eligible member of the Police Department, representing the following age group: officers 35 years and younger. Said member shall be selected by a vote of the pension eligible employees of the Police Department. His / her term shall be for 2 years, with no term limits. Until initial elections are conducted, or at any time during which a vacancy occurs between elections, the Chief of Police shall appoint an interim representative.

(C) One (1) member shall consist of a Plan eligible member of the Police Department, representing the following age group: officers 36 to 45 years of age. Said member shall be selected by a vote of the pension eligible employees of the Police Department. His / her term shall be for 2 years, with no term limits. Until initial elections are conducted, or at any time during which a vacancy occurs between elections, the Chief of Police shall appoint an interim representative.

(D) One (1) member shall consist of a Plan eligible member of the Police Department, representing the following age group: officers 46 to and older. Said member shall be selected by a vote of the pension eligible employees of the Police Department. His / her term shall be for 2 years, with no term limits. Until initial elections are conducted, or at any time during which a vacancy occurs between elections, the Chief of Police shall appoint an interim representative

(E) One (1) member shall consist of retired participant under the Plan, selected by a vote of the retirees. In the absence of a retiree serving in this capacity, the Chief of Police shall appoint an active duty officer who is responsible for overseeing the interests of retirees. His / her term shall be for 2 years, with no term limits. Until initial elections are conducted, or at any time during which a vacancy occurs between elections, the Chief of Police shall appoint an interim representative.

(2) NONVOTING ADVISORS:

(A) One (1) nonvoting advisor shall consist of a representative from the Tribal Government's accounting / payroll department(s). Said advisor shall be recommended by the Treasurer.

(B) One (1) nonvoting member shall consist of a representative from the Tribal Government's legal department. Said advisor shall be recommended by the General Counsel.

(C) One (1) nonvoting member shall consist of a representative from the Tribal Government's human resources department. Said advisor shall be recommended by Director of said Department.

(c) Removal/Resignation/Successors. The members of the Board may resign with thirty (30) days notice in writing to the Board and the business Committee, and may be removed by a duly adopted resolution of the Business Committee. Upon resignation or removal of a member or members, the Board shall operate with full authority with the remaining member(s) until replacement(s) is/are appointed.

9.6. CHAIRMAN AND SECRETARY.

The Board shall elect a chairman from among its members and shall select a secretary who is not required to be a member of the Board and who may be authorized to execute any document or documents on behalf of the Board. The secretary of the Board or his designee shall record all acts and determinations of the Board and shall preserve and retain custody of all such records, together with such other documents as may be necessary for the administration of this Plan or as may be required by law.

9.7. APPOINTMENT OF AGENTS.

The Board may appoint such other agents, who need not be members of the Board, as it may deem necessary for the effective performance of its duties, whether ministerial or discretionary, as the Board may deem expedient or appropriate. The compensation of any agents who are not Employees of the Employer shall be fixed by the committee within any limitations set by the Board.

9.8. MAJORITY VOTE AND EXECUTION OF INSTRUMENTS.

In all matters, questions and decisions, the action of the Board shall be determined by a majority vote of its members. They may meet informally or take any ordinary action without the necessity of meeting as a group. All instruments executed by the Board shall be executed by a majority of its members or by any member of the Board designated to act on its behalf.

9.9. ALLOCATION OF RESPONSIBILITIES AMONG BOARD MEMBERS.

The Board may allocate responsibilities among its members or designate other persons to act on its behalf. Any allocation or designation, however, must be set forth in writing and must be retained in the permanent records of the Board.

9.10. CONFLICT OF INTEREST.

No member of the Board who is a Participant shall take any part in any action in connection with his participation as an individual. Such action shall be voted or decided by the remaining members of the Board.

9.11. OTHER FIDUCIARY CAPACITIES.

The members of the Board may also serve in any other fiduciary capacity, and, specifically, all or some members of the Board may serve as Trustee. Notwithstanding any other provision of this Plan, if and so long as any two (2) members of the Board also serve as Trustee, any provision of this Plan or the Trust Agreement which requires a direction, certification, notification, or other communication from the Plan Administrator to the Trustee shall be inapplicable. If and so long as any two (2) members of the Board also serve as Trustee, any action taken by either the Board or the Trustee shall be deemed to be taken by the appropriate party.

ARTICLE X
SCOPE OF RESPONSIBILITY

10.1. SCOPE OF RESPONSIBILITY.

(a) GENERAL. The Employer, the Plan Administrator, the investment manager and the Trustee shall perform the duties respectively assigned to them under this Plan and the Trust Agreement and shall not be responsible for performing duties assigned to others under the terms and provisions of this Plan or the Trust Agreement. No inference of approval or disapproval is to be made from the inaction of any party described above or the employee or agent of any of them with regard to the action of any other such party. Persons, organizations or corporations acting in a position of any fiduciary responsibility with respect to the Plan or the Trust Fund may serve in more than one fiduciary capacity.

(b) ADVISORS. The Employer, the Plan Administrator, and the Trustee shall have authority to employ advisors, legal counsel, accountants and investment managers in connection with the administration of the Trust Fund, as set forth in the Trust Agreement. To the extent permitted by applicable law, the Employer, the Plan Administrator and the Trustee shall not be liable for complying with the directions of any advisors, legal counsel, accountants or investment managers appointed pursuant to this Plan or the Trust Agreement.

(c) INDEMNIFICATION. To the extent permitted by law, the Employer shall and does hereby jointly and severally indemnify and agree to hold harmless its employees, officers and directors who serve in fiduciary capacities with respect to the Plan and the Trust Agreement from all loss, damage, or liability, joint or several, including payment of expenses in connection with defense against any such claim, for their acts, omissions and conduct, and for the acts, omissions and conduct of their duly appointed agents, which acts, omissions, or conduct constitute or are alleged to constitute a breach of such individual's fiduciary or other responsibilities under the Act or any other law, except for those acts, omissions, or conduct resulting from his own willful misconduct, willful failure to act, or gross negligence; provided, however, that if any party would otherwise be entitled to indemnification hereunder in respect of any liability and such party shall be insured against loss as a result of such liability by any insurance contract or contracts, such party shall be entitled to indemnification hereunder only to the extent by which the amount of such liability shall exceed the amount thereof payable under such insurance contract or contracts.

(d) INSURANCE. The Employer may obtain insurance covering itself and others for breaches of fiduciary obligations under this Plan or the Trust Agreement to the extent permitted by law, and nothing in the Plan or the Trust Agreement shall restrict the right of any person to obtain such insurance for himself in connection with the performance of his duties under this Plan or the

Trust Agreement. No bond shall be required of the Trustee unless required by law notwithstanding this provision. The Trustee, the Plan Administrator and the Employer do not in any way guarantee the Trust Fund from loss or depreciation. The Employer does not guarantee the payment of any money which may be or become due to any person from the Trust Fund, and the liability of the Plan Administrator and the Trustee to make any payment hereunder at any and all times will be limited to the then available assets of the Trust Fund.

10.2. PROHIBITION AGAINST CERTAIN PERSONS HOLDING POSITIONS.

No person who has been convicted of a felony shall be permitted to serve as a fiduciary, officer, trustee, custodian, counsel, agent, or employee of this Plan, or as a consultant to this Plan unless permitted under the Act and regulations thereunder. The Plan Administrator shall ascertain to the extent practical that no violation of this Section occurs. In any event, no person knowingly shall permit any other person to serve in any capacity which would violate this Section.

ARTICLE XI **AMENDMENT, MERGER AND TERMINATION**

11.1. AMENDMENT.

The Employer shall have the right at any time, by an instrument in writing duly executed, acknowledged and delivered to the Plan Administrator and the Trustee, to modify, alter or amend this Plan, in whole or in part, prospectively or retroactively; provided, however, that the duties and liabilities of the Plan Administrator and the Trustee hereunder shall not be substantially increased without their written consent; and provided further that the amendment shall not reduce any Participant's Accrued Benefit, calculated as of the date on which the amendment is adopted.

11.2. PLAN MERGER OR CONSOLIDATION.

Subject to the restrictions noted in this Section, the Employer reserves the right to merge or consolidate this Plan with any other plan or to direct the Trustee to transfer the assets held in the Trust Fund and/or the liabilities of this Plan to any other plan or to accept a transfer of assets and liabilities from any other plan. In the event of the merger or consolidation of this Plan and the Trust Fund with any other plan, or a transfer of assets or liabilities to or from the Trust Fund to or from any other such plan, then each Participant shall be entitled to a benefit immediately after such merger, consolidation or transfer (determined as if the plan was then terminated) that is equal to or greater than the benefit he would have been entitled to receive immediately before such merger, consolidation or transfer (if this Plan had then terminated).

11.3. DISCONTINUANCE AND TERMINATION OF PLAN.

(a) **COMPLETE TERMINATION.** It is the expectation of the Employer that this Plan and the payment of contributions hereunder will be continued indefinitely. However, continuance of the Plan is not assumed as a contractual obligation of the Employer, and the right is reserved at any time to terminate this Plan or to reduce, temporarily suspend or discontinue contributions hereunder. In the event the Business Committee decides that it is impossible or inadvisable for the Employer to make its contributions as herein provided, the Business Committee shall have the power to terminate this Plan or its contributions by appropriate resolution. A copy of

such resolution or resolutions shall be delivered to the Trustee. Upon such termination, all Participants shall become fully vested in their Accrued Benefits to the extent then funded.

(b) PARTIAL TERMINATION. Upon a curtailment of the Plan or a discontinuance of the Plan with respect to a group or class of Participants that constitutes a "partial termination" under the Code and any lawful regulations of the United States Treasury Department, all Participants subject to such partial termination shall become fully vested in their Accrued Benefits to the extent then funded at the time of the partial termination, regardless of their vested interest at such time. The assets allocated to the Participants affected by the partial termination may then be segregated by the Trustee, and the funds so allocated and segregated shall then be used to pay benefits under the Plan to such Participants in accordance with Article V.

(c) REVERSION. On the complete termination of the Plan, the Employer shall receive such amounts, if any, as shall remain in the Trust Fund after the satisfaction of all liabilities under the Plan; provided, to the extent permitted by the Act and the Code, such excess assets may be reallocated to Participants in a uniform and nondiscriminatory manner.

11.4. MANNER OF DISTRIBUTION.

(a) PLAN ADMINISTRATOR'S DISCRETION. Upon a complete termination of the Plan and allocation of assets, the Plan Administrator may, in its sole and absolute discretion, direct the Trustee to convert the Trust Fund into cash and liquidate it by making distributions to Participants in accordance with the modes of distribution provided for in Article V. Alternatively, with the consent of the Employer, it may direct the Trustee to hold the benefits in the Trust Fund until the persons become eligible to receive benefits pursuant to the terms and provisions of this Plan.

(b) LIQUIDATION. If the Plan is liquidated, the Plan Administrator shall instruct the Trustee to purchase nontransferable deferred annuities for each individual entitled to benefits, with the monthly payment provided by the annuity, the form of the annuity, and the date on which payments will commence under the annuity to be determined in accordance with the preceding Sections of this Plan. In the exercise of its discretion, the Plan Administrator may allow all of the Participants to receive an Actuarially Equivalent lump sum payment in lieu of an annuity benefit.

11.5. LIMITATION OF EMPLOYER LIABILITY.

The adoption of this Plan is strictly a voluntary undertaking on the part of the Employer and shall not be deemed to constitute a contract between the Employer and any Employee or Participant or to be consideration for, an inducement to, or a condition of the employment of any Employee. A Participant, Employee, or Beneficiary shall not have any right to retirement or other benefits except to the extent provided herein. If the Plan is terminated, said individuals shall be entitled to receive only that portion of the Trust Fund properly allocated to them pursuant to Section 11.5. If the Plan is terminated, the Employer shall not be required to make any additional contributions to fund the benefits called for by the Plan. After the allocations called for by Section 11.5, the Employer shall be relieved of all further liability to any Participant, Employee, or Beneficiary.

ARTICLE XII
GENERAL PROVISIONS

12.1. LIMITATION ON PARTICIPANTS' RIGHTS.

Participation in the Plan shall not give any Employee the right to be retained in the Employer's employ or any right or interest in the Trust Fund other than as herein provided. The Employer reserves the right to dismiss any Employee without any liability for any claim either against the Trust Fund, except to the extent herein provided, or against the Employer.

12.2. EXCLUSIVE BENEFIT.

Except as otherwise provided herein or in the Trust Agreement, it shall be impossible for any part of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries, except that payment of taxes and administration expenses may be made from the Trust Fund as provided in the Trust Agreement.

12.3. UNIFORM ADMINISTRATION.

Whenever in the administration of the Plan any action is required by the Plan Administrator, such action shall be uniform in nature as applied to all persons similarly situated and no such action shall be taken which will discriminate in favor of Highly Compensated Employees or Participants who are officers or shareholders of the Employer.

12.4. HEIRS AND SUCCESSORS.

All of the provisions of this Plan shall be binding upon all persons who shall be entitled to any benefits hereunder, and their heirs and legal representatives.

12.5. ASSUMPTION OF QUALIFICATION.

Unless and until advised to the contrary, the Trustee may assume that the Plan is a qualified pension plan under the provisions of the Code relating to such plans, and that the Trust Fund is entitled to exemption from income tax under such provisions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this amended and restated Plan, having been authorized by the Business Committee of the Oneida Tribe of Indians of Wisconsin, hereby is executed by the duly authorized representative of the Tribe this _____ day of January, 2016.

ONEIDA TRIBE OF INDIANS OF WISCONSIN

By: _____
Title: _____

"Employer"

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Approve the request for a procedural exception to allow the creation of an employee exercise pilot program.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Tina Jorgensen / Wellness Council--Chair

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 Wellness Council has created a proposal to allow a small number of employees 30 minutes of work time to participate in an employee exercise program. The request requires a procedural exception to the Time & Attendance Policy/SOP.

- 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@oneidation.org

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 possible.

**BC Resolution 10-12-11-A
Endorsement of a Community/Employee Wellness Initiative**

- 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 of the Oneida Tribal Constitution by the Oneida General Tribal Council, and
- WHEREAS,** the Center for Disease Control cites that 7 of the 10 leading causes of death in the United States are Chronic Diseases, and almost 50% of Americans live with at least one Chronic Illness, and
- WHEREAS,** illness and injury associated with unhealthy lifestyle or modifiable risk factors is reported to account for 25% of employee health care expenditures (Anderson, 2000), and
- WHEREAS,** medical costs attributed to obesity and overweight are estimated to be annually 36% higher than those for normal weight (Strum, 2002), and
- WHEREAS,** obese employees are nearly 75% more likely to experience high rates of absenteeism (7 or more absences during a 6 month period) than normal weight employees, and
- WHEREAS,** Chronic disease accounts for as much as 70% of today's health care costs; which is preventable, and
- WHEREAS,** the U.S. Surgeon General reports that 75% of all illnesses can be attributed to lifestyle-related causes and 53 % of the American population is classified as "inactive," and
- WHEREAS,** a healthier employee has a positive impact on the company's bottom line, with improved productivity, fewer medical claims, lower healthcare costs and reduced absenteeism, and
- WHEREAS,** the Indian Health Service cites that American Indians have a life expectancy that is 4.6 years less than all U.S. race populations, and
- WHEREAS,** the Indian Health Service cites that within the IHS Bemidji Region (MI, MN, WI, IL, IN) the age-adjusted death rate for diabetes was 88.9 deaths/100,000 people which is 6.5 times the rate as the general U.S. population, and
- WHEREAS,** the Indian Health Service cites that American Indians die at higher rates than other Americans from Diabetes by 195%, and
- WHEREAS,** the prevalence rate of Diabetes in the Oneida Community Health Center patient population is 15.6%, which is 4.6 times higher than the U.S. population, and
- WHEREAS,** the Metabolic Syndrome (too much fat around the waist, elevated blood pressure, high triglycerides, elevated blood sugar and low HDL cholesterol) rate of occurrence at the Oneida Community Health Center is 4.28%,

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee does hereby adopt this Resolution authorizing worksite and community wellness initiatives within the organization and throughout the Oneida Reservation.

NOW THEREFORE BE IT FURTHER RESOLVED, that Oneida Comprehensive Health Division is authorized to create and implement an Oneida Community/Employee Wellness Council. The Wellness Council consisting of Cross-Functional Representation from the Organization, Oneida School Board, Oneida Nation Commission on Aging, and an Oneida youth will implement and execute the promotion of wellness practices with an emphasis on Oneida Traditions and Culture.

BE IT FURTHER RESOLVED, the Quality of Life Standing Committee shall provide oversight to the Wellness Council. The Wellness Council will be charged with oversight of wellness assessments, wellness action plans, healthy lifestyle activities, healthy lifestyle education, promotion of physical activity and healthy food options in the workplace and in the community, policy development and the advancement of living a Holistic/Balanced life.

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; 8 members were present at a meeting duly called, noticed and held on the 12th day of October, 2011; that the forgoing resolution was duly adopted at such meeting by a vote of 7 members for; 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.



Patricia Hoeft, Tribal Secretary
Oneida Business Committee

*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

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 possible.

BC Resolution 06-10-15-B Resolution for Wellness

- 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 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Center for Disease Control cites that 7 of the 10 leading causes of death in the United States are Chronic Diseases, and almost 50% of Americans live with at least one Chronic Illness; and
- WHEREAS,** illness and injury associated with unhealthy lifestyle or modifiable risk factors is reported to account for 25% of employee health care expenditures (Anderson, 2000); and
- WHEREAS,** medical costs attributed to obesity and overweight are estimated to be annually 42% higher than those for normal weight (CDC, 2008); and
- WHEREAS,** the U.S. Surgeon General reports that 75% of all illnesses can be attributed to lifestyle-related causes and 53 % of the American population is classified as "inactive;" and

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee hereby declares that the Oneida Wellness Council shall seek opportunities and establish mechanisms to support individual, community and environmental efforts to improve the public's health by encouraging the development and implementation of policies and practices that support and promote healthy eating and active living.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Quality of Life Standing Committee by this resolution shall report back to the Oneida Business Committee within one year of the date of this Resolution's adoption and annually thereafter regarding steps taken to implement the Resolution.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Oneida Wellness Council, working in cooperation with community members and departments throughout the organization, shall make efforts to support and promote healthy eating and active living among its citizens in accordance with the standards set forth in this Wellness Resolution.

WELLNESS STANDARDS

SECTION 1. ACKNOWLEDGEMENT OF CURRENT PRACTICES

The Oneida Business Committee acknowledges that the Oneida Tribe of Indians of Wisconsin has established a high quality of life for its citizens in the community and currently provides a variety of resources (e.g. facilities, parks, trails, programs, services, events, etc.) for people of all ages to lead a healthy lifestyle. The Oneida Business Committee continues to advocate for the sustainability of existing

offerings while at the same time recognizes the need to investigate additional policies and practices to be considered for implementation.

SECTION 2. BUILT ENVIRONMENT

The Oneida Business Committee encourages the Parks, Recreation, Planning departments as well as other appropriate Tribal departments to make every effort to:

- Develop and maintain a cohesive system of parks and trails, incorporating accessible neighborhood parks
- Establish processes to assess and improve existing local active living infrastructures
- Enhance personal and community safety (e.g., traffic, lighting, intersections) to improve access to and use of public routes, trails and other public spaces where people are or could be physically active
- Support recreation programs that encourage active living
- Ensure that physical activity facilities (park facilities, playgrounds, trails, etc.) are accessible and affordable to the participants in such a way that is fiscally responsible.

SECTION 3. PARKS AND RECREATION

The Oneida Business Committee reaffirms healthy living commitments by:

- Supporting the development and implementation of policies that promote healthy lifestyles, including healthy vending machines and concessions policies;
- Calling for high quality communications: Oneida Wellness Council will (Oneida website, parks and trail guide, parks and recreation program brochure, Kalihwisaks, etc.) facilitate community access to Oneida trails, paths, parks, picnic shelters, recreation facilities, schools, and any other sites or facilities open to the public for recreation purposes, including information about locations, hours of operation, contact information, website information, a calendar of annual community events and listing of available amenities and services (e.g., rentals of space or equipment).
- Supporting Environmental Health & Safety Division to map trails, paths and other non-motorized routes to maximize community access; so long as access is allowed pursuant to the Public Use of Tribal Land Law, to parks, centers and open spaces, and share public area maps with adjacent communities to promote connectivity among and between communities.

SECTION 4. ACCESS TO HEALTHY FOODS

In order to increase access to healthy foods and beverages, the Oneida Business Committee supports efforts to:

- Continue development and sustainability of edible landscapes, community gardens and local farmers' markets;
- Designate land owned by the Tribe (and coordinated with Division of Land Management) that could be made available for additional community gardening;
- Detect and take active steps to resolve any public transportation barriers that inhibit community access to full-service grocery stores, supermarkets, corner stores, farmers' markets and community gardens;
- Promote organic gardening practices;
- Recognize that the local food system accounts for a significant amount of economic activity and incorporate farming and local food into the economic development policies and funding programs;
- Develop and implement a food policy council made of stakeholders representing a variety of Tribal departments that have a solid understanding of the local food system. The Council shall support and promote policy development related to the local food supply; including the development of a policy that allows for a healthy beverage and food option in Tribe-operated vending machines as well as in Tribal meetings and gatherings.

SECTION 5. EMPLOYEE WELLNESS

To increase healthy eating and physical activity in Tribe-operated worksites and serve as a model for other employers, the Oneida Business Committee encourages the following Health and Wellbeing initiatives:

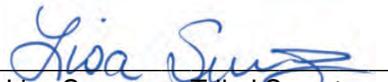
- Development and implementation of a comprehensive employee wellness program that encourages and rewards participation;
- Create and promote opportunities for employees to engage in physical activity during the work day (e.g. modifications to workstation to allow for more standing, on-site exercise classes, walking meetings, etc.);
- Ensure healthy food and beverage options are available to employees for Tribal meetings (if applicable) and gatherings.

SECTION 6. IMPLEMENTATION

The Oneida Wellness Council shall advocate for the development of action plans to be used as guides for programs for the purpose of monitoring and tracking the implementation and success.

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; 8 members were present at a meeting duly called, noticed and held on the 10th day of June, 2015; that the forgoing resolution was duly adopted at such meeting by a vote of 6 members for, 0 members against, and 1 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."

Reducing Health Risk by Exercising 30 Minutes at Work

Reducing Health Risk by Exercising 30 Minutes at Work
Proposal: Pilot Study

Oneida Wellness Council
December 2015

Reducing Health Risk by Exercising 30 Minutes at Work

Executive Summary

The Oneida Wellness Council has analyzed the Health Risk Assessment (HRA) results over the years. From the HRA, Oneida employees continue to express interest in the following for wellness programming: weight control, nutrition, stress management, women's health, and walking. Each year the greatest health risks are related to obesity. This is seen in the HRA with 53.9% of the total participants were in the high to extreme high risk for weight control. And, 57.6% of participants were in the high to extreme high risk for obesity.

The Oneida Wellness Council is proposing a pilot program that will allow target employees an additional 30 minutes of break time to be physically active. In doing so, the Council will have data to determine if a physical activity policy is necessary to help reduce rising health care costs.

Oneida spent \$29.7 million in fiscal year 2015 to provide the self-funded insurance plan. According to an interview with Dr. Steve Aldana, the cost of physical inactivity in sedentary employees is 15% of the total medical costs of the organization and 12% of the total medical costs for obesity (Hunnicut, 2007). Therefore, the cost for physical inactivity for Oneida sedentary and obese employees is \$8 million. According to the Center for Disease Control and Wellness Council of America, employees that are engaged in physical activity will have lower health risks resulting in lower healthcare costs.

According to the American Diabetes Association, the cost of diabetes in 2012 for the United States was \$245 billion, including \$176 billion in direct medical costs and \$69 billion in reduced productivity (<http://www.diabetes.org/advocacy/news-events/cost-of-diabetes.html>).

Return on investment is critical to approving implementation of any wellness program. Johnson and Johnson companies have been providing worksite wellness programming to its employees for nearly 35 years seeing an average return on investment ranging from \$1.88 to \$3.92 saved for every dollar spent (Henke, Goetzel, McHugh, & Isaac, 2011). Likewise, Baicker et al., discovered an average return on investment in a meta-analysis among several large companies to include Johnson and Johnson of \$3.27 for every dollar spent on wellness programming and \$2.37 reduction in absenteeism costs (2010, p. 5). Geisinger's employee health and wellness program focused on the costs of health care using claims data (p.1271). These researchers discovered a 10% to 13% cost reduction during the second and third years of the five-year period. Additionally, a range from \$1.60 to \$3.90 in savings per dollar spent was found during a review of 20 companies offering wellness programming (Churchill, Gillespie, and Herbold, 2014).

Employees who are healthier and reduce health risks may be more productive, sick less often, and feeling better about their job and life in general. Not only could employee morale improve, a significant savings to the health plan could result. By taking the average return on investment of other successful businesses, Oneida could see a \$2.10 return for every \$1.00 spent on health promotion programming.

Reducing Health Risk by Exercising 30 Minutes at Work

Problem:

The 2015 Oneida Health Risk Assessment assessed 1716 employees of which 821 are employed by Gaming.

- Average age of Oneida's HRA participant is 47.6 years old.
- Average HRA score is 64.2 out of a possible 100.
- The overall risk percent report showed the top two greatest risks were body fat and weight control, 53.9% and 57.6% respectively.
- Moreover, 44.1% of the employees assessed report exercising less than 2 hours each week.
- Many employees are sedentary due to the type of job they are performing and many employees, such as Anna John Resident Centered Care Community and Oneida Casino, are not able to leave the building during their breaks.

Aging population will move into a higher risk category just due to aging. By focusing our efforts on keeping them healthy, "don't let them get worse," we can slow down the rate they move into a higher risk category.

Worksite Wellness Examples:

1. Nestle in Kimberly has their employees start the shift with exercises to prevent injury.
2. Festival Foods promotes physical activity. The leaders tend to have walk and talk meetings at the various locations.
3. Home Depot has their employees stretch before their work shifts.
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5. Carolina Pad - <https://www.youtube.com/watch?v=0C3YSK1dSKE>
6. RE Mason - <https://www.youtube.com/watch?v=K6PsvFcVVCo>
7. All Points Research - <https://www.youtube.com/watch?v=e9GnPcf1Gnk>

Proposal:

To provide employees with exercise options in the workplace, during their scheduled shift and measure their health outcomes with a procedural exception to the Time and Attendance and Compensation policies or work standards that prevent employees the extra time for an exercise break.

Target Audience:

Oneida Tribal Employees of Little Bear Development Center, Land Management, and Gaming Employee Services Buildings.

Method:

3-month pilot: Offer pilot participants 30 minutes additional break time to exercise.

- Participants will track daily physical activity in a journal & turned in at the end of the program
- Participate in pre/post fitness assessment & wellness assessments conducted by Oneida Family Fitness. Optional to participate in biometric.

Reducing Health Risk by Exercising 30 Minutes at Work

Goal – Participants report a positive change in at least one area on the fitness assessment.

Goal – Participants increase the amount of physical activity compared to before the start of the program.

Goal – Participants report an increase in their knowledge and belief that that physical activity reduces health risk & improves quality of life.

Monitor and Evaluation:

Pre/post fitness assessments at Oneida Family Fitness

Pre/post wellness assessments at Oneida Family Fitness

Biometric (A1C & lipid panel) data optional through Employee Health Nursing

Implementation Plan:

What	When	Who is Responsible
Propose plan to Quality of Life.	12/10/15	Jackie Smith & Jen Falck
Division Director support for the proposal.	1/1/2016	
Create enrollment questionnaire.	1/31/2016	Wellness Council
Purchase treadmills for 3 areas.	2/29/2016	Health Promotion
Promote and recruit participants.	2/26/2016	Wellness Council
Pilot study.	3/1/2016-5/31/2016	
Compile results and create report.	6/30/2016	
Report results to Quality of Life Standing Committee.	7/14/2016	

Estimated Pilot Costs:

Expense	Detail Information	Total	Funding Source
Treadmill	\$4,000 each x 3 treadmills	\$12,000	DPP Grant
Employee Participation	30 minutes/day ~\$12.74* per participant X 5 days X 20 participants = \$1274/week or \$15,288 for 12 weeks	\$15,288	P/F/I Wages & source based on department
Fitness Assessment	1 hour per fitness assessment conducted \$25.48* X 2 hour X 20 participants	\$1019	In Kind
Biometric Screen (A1C/Lipids)	~\$20/each X 2 tests X 20 participants	\$800	In Kind

* Average employee hourly salary tribe wide \$17/hour (obtained an estimate from gaming HR personnel) + IDC of 15.89% + average fringe of 34%.

Total estimated costs is \$29,107

(the cost of this pilot is 0.00363% of the \$8M spent due to costs associated with physical inactivity for Oneida sedentary and obese employees)

Reducing Health Risk by Exercising 30 Minutes at Work

References

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<http://smallbiztrends.com/2015/12/workplace-wellness-programs-rise.html>



Oneida Wellness Council Physical Activity Pilot

Employee Name: _____ **Employee Number:** _____

By signing this document, I agree to:

- Work with my supervisor in developing a schedule to participate in the pilot.
- Schedule a pre/post fitness assessment with Oneida Family Fitness.
- Schedule pre/post labs (lipid panel & A1C) with Employee Health Nursing.
- Track my daily activity.
- The labwork collected for this pilot is NOT part of the Health Risk Assessment.
- Participation in this pilot does NOT count for Reasonable Alternative Standards (RAS) Points.

INFORMED CONSENT AND RELEASE: The undersigned

- Warrants and represents that he or she has no disability, impairment or ailment preventing him or her from engaging in active or passive exercise or that will be detrimental to his or her health, safety, or physical condition if he or she does so engage or participate.
- Acknowledges that there are inherent risks involved in the use of exercise equipment such as a treadmill and assumes all risks associated with the use of the equipment during work hours.
- Agrees that Oneida Tribe of Indians of Wisconsin will not be held liable for any claim, demand, injuries, damages, actions, or causes of actions whatsoever to the undersigned or property in connection with the use of any exercise equipment.
- Hereby releases and discharges Oneida Tribe of Indians of Wisconsin from all such claims, demands, injuries, action or causes of action.

Employee Signature

Date

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Maria J. Doxtator-Alfaro
Oneida Health Center

Use this number on future correspondence:

2015-1316

FROM: Kelly M. McAndrews, Staff Attorney *KME*

DATE: December 29, 2015

RE: Oneida Wellness Council-Physical Activity Pilot Study

Purchasing Department Use

_____ **Contract Approved**

_____ **Contract Not Approved**

(see attached explanation)

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

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

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*

CONTRACT / PURCHASE APPROVAL REQUESTContacts

Date	12/28/2015	Requested Review Date	12/29/15
Requestor's Name	Tina Jorgensen	Requestor's Phone #	X3927
Business Unit Name	Consolidated Hlth Svcs	Area Director	Debra Danforth
Business Unit Number	164	Executive Representative	

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

Request RUSH Review to include with OBC documents for 1/13/16 meeting. This document will be used for the employees who participate in an exercise pilot being facilitated by the Oneida Wellness Council and supported by Oneida Quality of Life Standing Committee. The employees will be allowed to participate in physical activity during the work day to determine if, in doing so, they reduce health risks, increase productivity, and reduce absenteeism.

The 2nd attachment is the proposal that was supported by QOL and Finance.

Terms of the Contract

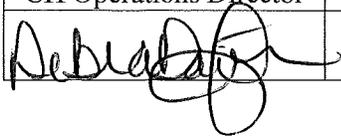
Supplier Name	Oneida Wellness Council	Vendor Number	
Item(s) Purchased	0	Budgeted Purchase	YES NO
Total Commitment	\$	Trade-in / Book Value	
Shipping Costs		Legal Review Number	2013 1501
Contract Start Date	~2/1/2016	Contract End Date	~5/31/2016
Auto-renewal clause	YES NO	If Yes, Notice Period	
CAP EX Approval	YES NO DATE	State License Current (Gaming Specific)	YES NO N/A
CAP EX Line Item		Account Number	

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

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

Summary of selection criteria or sole source justification:

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

Acknowledgement	
CH Operations Director	CH Medical Director
	

Reducing Health Risk by Exercising 30 Minutes at Work

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Proposal: Pilot Study

Oneida Wellness Council
December 2015

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Oneida Wellness Council Physical Activity Pilot

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- Track my daily activity.
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INFORMED CONSENT AND RELEASE: The undersigned

- Warrants and represents that he or she has no disability, impairment or ailment preventing him or her from engaging in active or passive exercise or that will be detrimental to his or her health, safety, or physical condition if he or she does so engage or participate.
- Acknowledges that there are inherent risks involved in the use of exercise equipment such as a treadmill and assumes all risks associated with the use of the equipment during work hours.
- Agrees that Oneida Tribe of Indians of Wisconsin will not be held liable for any claim, demand, injuries, damages, actions, or causes of actions whatsoever to the undersigned or property in connection with the use of any exercise equipment.
- Hereby releases and discharges Oneida Tribe of Indians of Wisconsin from all such claims, demands, injuries, action or causes of action.

Employee Signature

Date

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Approve the Joint Marketing Charter

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="Joint Marketing Charter"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Nicolas Reynolds, Executive Assistant to Councilwoman 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 Joint Marketing Charter has been approved by the Joint Marketing Committee and at the January 5th BC Administrative Work Meeting. It is submitted for BC approval.

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

JOINT MARKETING TEAM CHARTER

JOINT MARKETING MISSION

The Joint Marketing Team strives to sustain, create, and expand a strong Oneida Nation brand through collaborative marketing and advertising initiatives. May 29, 2015

JOINT MARKETING MEMBERSHIP

Comprised of the following individuals or their designees:

Bobbi Webster Communications	Mary Shaw Radisson
Janice Hirth OAHC/OGEC	Michele Doxtator Retail
Joanie Buckley Internal Services	Michelle Danforth Tourism
Josh Doxtator Thornberry	Steven Ninham Radisson
Kelly Losey Wingate Hotel	Terry Hetzel Facilitator/Recorder
Louise Cornelius Gaming	

JOINT MARKETING OPERATING PRINCIPLES AND GUIDELINES

The Joint Marketing Team will utilize processes that reflects being inclusive, participatory, collaborative, and cooperative. The Joint Marketing Team will:

1. Use a consensus decision making process or "being of one mind" for all decisions. All members of the Joint Marketing Team need to agree to move forward.
2. Select an Executive Team on an annual basis from the Joint Marketing Team. The selection will take place at the beginning of the Oneida Tribe's fiscal year and will be comprised of three members of the Joint Marketing Team, with a minimum of one member from the Tribal Operations.
3. The Executive Team is responsible for maintaining regular monthly/special meetings, general administration, budget management & reporting, OBC quarterly reporting, GTC annual and semi-annual reporting, and audit reporting.
 - a. All written requests are submitted to the Executive Team for review by the entire Joint Marketing Team.
4. Annually create a marketing plan, budget, review opportunities (existing and new), and identify clear expectations for initiatives and executions.

JOINT MARKETING SUMMARY

The Joint Marketing Team is a self-directed, cross-functional team who has been meeting regularly since 1998 to collectively create, select, and implement marketing initiatives to increase revenue to the Oneida Nation entities, promote a positive image for Oneida, and establish Oneida as a tourism destination. They work collectively to market Oneida amenities while supplementing the Joint Marketing Budget with their own individual budgets and the Advancing On^yote?a.ka Principles, Committing to Building a Responsible Nation, Implementing Good Governance" Processes, Creating a Positive Organizational Culture (The Four Strategic Directions).

JOINT MARKETING GOALS AND OBJECTIVES

- 1. Maximize marketing and advertising to increase awareness and drive revenues to the Oneida Nation.**
 - 1.1. Create a marketing plan based on ROI and a positive promotion of the Oneida brand.
 - 1.2. Expand the customer base and increase public awareness.
 - 1.3. Solicit conference or events to be hosted at Oneida Nation venues.
 - 1.4. Cleverly market Oneida as a premier destination.
 - 1.5. Enhance relationships with the community.

- 2. Collaborations that engage Tribal entities in a joint effort to market all areas of the Oneida Nation to maximize tribal assets.**
 - 2.1. Leverage assets to jointly market events that have a positive ROI on and off the reservation.
 - 2.2. Cross market tribal entities.
 - 2.3. Support the possibilities for the under-marketed entities of the Oneida Nation.
 - 2.4. Collaborate on customer bases.
 - 2.5. Share individual marketing plans with the team for potential collaborations/duplications.
 - 2.6. Be a one-stop-shop for marketing ideas and pitches that could benefit multiple entities.
 - 2.7. Leverage partnership to enhance the Oneida business opportunities and the Oneida brand.
 - 2.8. Work together to enhance buying power.
 - 2.9. Collectively build one community event.

- 3. Branding to create positive awareness of the entities under the Oneida Nation umbrella.**
 - 3.1. Understanding each of Oneida's entities brand for cross-promotion.
 - 3.2. Seek new opportunities for marketing the Oneida Brand.
 - 3.3. Create a destination brand.
 - 3.4. Practice consistency and cross marketing efforts.

- 4. Use ROI as the criteria for funding and sustainability.**

General Funding Requirements

- 4.1. The Joint Marketing may collectively decide to contribute to any activity or event based upon budget parameters.
- 4.2. Activity or event benefits more than two tribal entities.
- 4.3. Activity or event must be in alignment with Oneida the four strategic directions.

- 4.4 All requests for funding will be assessed to validate the ROI or demonstrate a new creative concept.
- 4.5 Activities or events must provide opportunities for productive networking among leaders.
- 4.6 Single initiatives must generate multiple revenues.
- 4.7 Activities or events must reflect in a positive image to the Oneida Nation or showcase Oneida as a strong contributor.
- 4.8 Activities or events will demonstrate goodwill and create exposure that Oneida is a community steward.
- 4.9 Activities or events will leverage other partnerships to enhance tribal revenues.
- 4.10 Joint Marketing will consider funding activities or events that are for business entities, not individual or personal events or activities.

JOINT MARKETING SCOPE AND RESOURCES

The Joint Marketing Team is committed to allocating Tribal Resources in a manner that is the most effective and efficient in order to encourage the best use of Tribal Resources. Any funds committed to Joint Marketing are directed at initiatives that compliment, advertise or promote the Oneida brand and that align with our mission and the Oneida Tribe's mission.

The Joint Marketing Team is self-directed, does not have an office, or personnel. Various members of the Joint Marketing Team assume financial, clerical and administrative/reporting responsibilities.

JOINT MARKETING DELIVERABLES

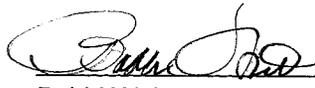
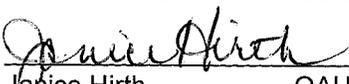
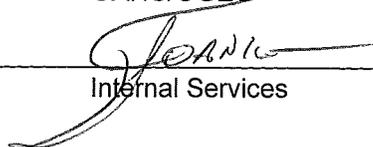
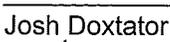
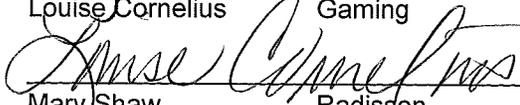
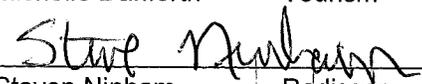
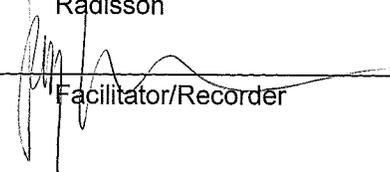
1. Development of annual marketing plan.
2. Annual Budget.
3. Annual Goals and Objectives.
4. Key results from previous year/performance measures.

December 10, 2015

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JOINT MARKETING MEMBER'S SIGNATURE

The following members of the Joint Marketing Team approve of this team charter, understand its contents, and approve the team charter as their team's charter. They agree to be accountable for adherence to the charter. Evidence of agreement is reflected by each team member's signature affixed below.

			
Bobbi Webster	Communications		1-8-16
			Date
			
Janice Hirth	OAHC/OGEC		01/06/16
			Date
			
Joanie Buckley	Internal Services		1/06/16
			Date
			
Josh Doxtator	Thornberry		
			Date
			
Kelly Losey	Wingate Hotel		1-6-16
			Date
			
Louise Cornelius	Gaming		1-6-16
			Date
			
Mary Shaw	Radisson		1-6-16
			Date
			
Michele Doxtator	Retail		1-6-16
			Date
			
Michelle Danforth	Tourism		1-6-16
			Date
			
Steven Ninham	Radisson		1-6-16
			Date
			
Terry Hetzel	Facilitator/Recorder		1-6-16
			Date

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Approve request to co-host a US Dept. of Health and Human Services consultation in April 2016.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

TO: ONEIDA BUSINESS COMMITTEE
 FROM: LISA SUMMERS, SECRETARY
 DATE: JANUARY 5, 2016
 RE: REQUEST TO CO-HOST HHS CONSULTATION

Scott Vele, MAST, along with Sam Gabuzzi, Executive Officer of the Office of the Regional Director of the US Department of Health and Human Services (HHS), are working to arrange a HHS consultation in the month of April 2016. Scott has requested that the Oneida Tribe co-host this consultation and commit Tribal leadership to provide a welcome. MAST will co-host to assist in getting the message out, assist in scheduling leadership to speak, and guidance in the agenda.

US HHS will be covering the cost of the consultation; hosting this event will have no budget impact.

- 1) Approve MAST request to host an HHS consultation in the month of April 2016.
- 2) Direct IGAC and the BC Support Office to finalize arrangements including scheduling Tribal leadership to participate.

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: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

GTC Directive for BC to consider the budget modification of \$125,000 from the CEO position line to the Elder Home Repair line in th FY 2016 Budget at the next Business Committee 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:

Primary Requestor/Submitter: Dawn Moon-Kopetsky, Senior Policy Advisor
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Don White, GSD 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:

GTC, January 4, 2016, Directive to BC to consider the budget modification of \$125,000 from the CEO position line to the Elder Home Repair line in th FY 2016 Budget at the next Business Committee meeting.

- 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



2016 Annual Meeting Action Report DRAFT

6 p.m., Monday, January 4, 2016

Scheduled to reconvene: 10 a.m., Saturday, February 20, 2016

Radisson Hotel & Conference Center, 2040 Airport Dr., Green Bay, WI

The Oneida General Tribal Council met Monday, January 4, 2016, at a duly called meeting with 1606 registered Tribal members in attendance at 6:15 p.m. The Oneida General Tribal Council will reconvene on Monday, February 20, 2016.

Oneida Business Committee Attendance on January 4, 2016:

Present: Chairwoman Tina Danforth, Treasurer Trish King, Secretary Lisa Summers, Councilmembers Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster

Not Present: Vice Chairwoman Melinda J. Danforth

Oneida Business Committee Attendance on February 20, 2016:

Present: TBD

Not Present: TBD

1. WELCOME AND OPENING PRAYER

Chairwoman Tina Danforth introduced Oneida High School Student, Raina Flores, to provide the opening. Chairwoman Tina Danforth introduced Lloyd Powless to bring in the colors. The colors were retired.

2. ANNOUNCEMENTS AND CALL MEETING TO ORDER

Chairwoman Tina Danforth called the meeting to order at 6:17 p.m.

3. ADOPT THE AGENDA

Motion by Brad Graham to adopt the agenda with the deletion of item 4. Adopt the Rules of Decorum and Appoint Sergeant-at-Arms. Seconded by Mike Debraska. **Motion carried by show of hands**

Amendment to the main motion by Ralinda Ninham-Lamberies to allow non-enrolled members representing RSM US, LLC to present the audit and to move this item in place of item 4.

Seconded by Linda Dallas. **Motion carried by show of hands**

4. ~~ADOPTION RULES OF DECORUM AND APPOINT SERGEANT-AT-ARMS~~

Item deleted at the adoption of the agenda.

B. Tribal Treasurer's annual report for FY 2015

Motion by Mary Graves to direct the Business Committee to consider the budget modification of \$125,000 from the CEO position line to the Elder Home Repair line in the FY 2016 Budget at the next Business Committee meeting. Seconded by Cathy Metoxen. **Motion carried by hand count: 1060 support, 172 opposed, 52 abstained**

Motion by Robert Steffes to accept the Tribal Treasurer's annual report for FY 2015. Seconded by Lisa Ness. **Motion carried by show of hands**

C. Ticket and Merchandise contract report

Motion by Pat Cornelius to accept the Ticket and Merchandise Contract report. Seconded by Gina Buenrostro. **Motion carried by show of hands**

Motion by Madelyn Genskow to recess at 10:08 p.m. and to reconvene on February 20, 2016. Seconded by Nancy Barton. **Motion carried by show of hands.**

Meeting will reconvene at 10:00 a.m. on February 20, 2016.

D. Annual Report

8. NEW BUSINESS

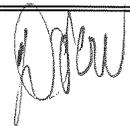
A. Dialysis Center Update

B. Oneida Sacred Burial Grounds Update

9. ADJOURN

INTEROFFICE MEMORANDUM

TO: LISA SUMMERS, SECRETARY, ONEIDA BUSINESS COMMITTEE
FROM: DONALD WHITE, DIRECTOR, GOVERNMENTAL SERVICES DIVISION
SUBJECT: ELDER MAJOR HOME REPAIR FOLLOW UP
DATE: JANUARY 8, 2016
CC: SUSAN M. HOUSE
DEBRA POWLESS, AREA MANAGER, SOCIAL SERVICE
FLORENCE PETRI, DIRECTOR, ELDER SERVICES



You have asked for back up information for the Elder Services- Major Home Repair service. Attached is the information requested from the Elder Service Program. Please feel free to contact me or Elder Service if you need more information.

Major Home 2015 Report for the Business Committee

1. What is the level of customer demand for this service?

The level of customer demand is high for all elders 55 and older. The program has experienced overwhelming high demand. Narrowing it down to priority status of 70+ is more a need for a life threatening repair. (Examples: rotted floors in bathrooms, electrical wiring malfunctioning, which could cause a fire, no heat due to malfunction of the furnace.) We experience challenges from a growing number of seniors who are “aging in place”—remaining independent rather than relocating to nursing homes or moving in with grown children. “More elderly across the nation are aging at home for a variety of reasons: they prefer to and are healthy enough to stay in their homes; they can’t afford other options such as assisted living; and states in some cases have imposed policies to limit nursing home stays paid for by Medicaid, which is a major funder of long-term institutional health care for older Americans” referencing AARP. With a limited Social Security monthly income, elders hardly have anything left after paying bills, and some struggle to pay property taxes, let alone home repairs. Needed repairs are to correct health or safety hazards in a senior citizen's house, or to make accessibility modifications to the house to enable a mobility impaired senior to continue to live in their own home.

2. What is the average cost per service, roof, furnace, etc?

Furnace replacements

\$2,849 Avg cost for FY14 for 3 furnaces

\$3,078.33 Avg cost for FY15 for 3 furnaces

\$4,650.00 FY16 only 1 furnace so far

Roof Replacement & Repair

\$5,331 Avg cost for FY 2010 17 roofs

\$9,697 Avg cost for FY 2011 7 roofs

\$8,238 Avg cost for FY 2012 3 roofs

\$8,869 Avg cost for FY 2013 3 roofs

\$5,529 Avg cost for FY 2014 2 roofs

\$7,222 Avg cost for FY 2015 7 roofs

3. What is the number of requests for service per quarter or season?

Work cost not broken down by quarter or season. Recorded only by year.

2010 - NA	2011-53	2012 -14	2013-21
2014-37	2015-		

4. What is the forecast for future requests for service?

Unknown at this time, unable to determine future breakdowns or system failures.

5. What are the demographics of the customer base, past, present and future?

(See chart under Emergency Response and Home Delivered Meals.) Chart shows how many are on Lifeline for those years and how many of those received Major Home Repair and the same with the Home Delivered Meals. (those that live alone or disabled)

6. What are the challenges to the service, current and projected?

The processing time from getting bids, to the final payment is too long.

- Process changing often and process getting very long – from the time of request to completion of project might take 6 months
- Not enough knowledge to make decisions on these projects
- Lack of vendor knowledge – is vendor responsible and do they know what they are doing really
- What is a good price for any of the services?
- Who else is going to add something to the process?
- Have we contacted everyone we need so this is the best process?
- Reviewing and approving projects
- What expertise is needed to ensure a project has properly been bided, completed and followed up in the most effective way
- What is an emergency?
- What is health and safety?
- Additional duties and the lack of expertise this past year.
- The whole process: The time from receipt of request, inspection to final payment.
- Who's responsible for what?
- Compliance, Licensing, Zoning Permits, Workmanship, Standard Construction Agreement, Insurance, Soliciting Bids & etc.
- Purchase Order (PO) process.

7. What is the number of denials and percentage of denials to service requests, per quarter and year, to include reasons for denial? Denials recorded per year.

2010 Denials NA	2011 Denials 22	2012 Denials -0-
2013 Denials 2	2014 Denials 15	2015 Denials -0-

Reasons for denials:

Didn't meet the age requirement

Met Maximum allowed

Trailer homes (ineligible)

Was minor home repair

Ineligible repair request, not health & safety, more cosmetic

Didn't meet the 5 year home ownership requirement

Deceased

8. What are the eligibility requirements for the service?

Must be an enrolled Oneida Tribal Member. Applicant must be 55 years of age however; priority will be given to 70+. Requests for 70 or older will be taken care of first. Elders age 55-69 with disability must provide proof from the Social Security Disabilities Administration Office. The last quarter of the fiscal year we will evaluate the list starting in July for those closest to their 70th birthdate, should there be funding available and no other 70+ requests.

Applicant must present Oneida Tribal Identification documentation. Must have and provide proof of homeowner's insurance. Applicant's home must be located within the boundaries of the Oneida Reservation. Must own your own home for at least five years prior to services for major home repair, and the title is in the Oneida tribal elder member's name. A copy of the deed or title of the home must be provided to prove ownership, prior to any work starting.

Must be willing to sign a Release of All Claims Form relieving Oneida Elder Services and/or the Oneida Tribe of Indians of Wisconsin of all liability. Must exhaust all other resources first i.e. Homeowner's insurance, WHEAP program etc. (See attached SOP)

9. What are the recommendations for change/improvements to the service?

- Major Home program to be moved to another location within the Tribe that has staff trained in this type of profession.
- Elder Services staff are not Project Managers for the Major Home Repair program.
- Staff at Elder Services are not trained nor certified in Roofing or Furnace Repair.
- Requires a skill set to access & evaluate major home projects. Requirements not on Elder Services job descriptions for this kind of work.
- We are not familiar with general contractor labor cost nor supply cost for items. Could be over charged on some items for projects.
- Indian Preference requirements put a barrier on getting qualified vendors with collateral and experience.
- Non-professional workmanship needs improvement in order to prevent re-doing the work over or more damage to the homeowner's property.
- Contract signed by the homeowner and the Contractor.
- Limit the repair services to major safety repairs. Only do repairs that could be life threatening to the elder's safety to live in the home.
- At the end of the day, the customers are best served when they have access to the highest quality service providers.
- Build DoDo homes onto the elder's children's homes.
- **(See attached) Reasons to put the Major Home Program on hold.**

10. Is the service keeping up with the demand? If yes, why, if no, why not?

No. Have a waiting list of 48 and growing. This is the reason for using the 70+ priority. With limited funds, not all elders can be served.

11. Based upon trends and current customer information, what is the appropriate amount of funding for this service?

Each year is different depending on when something in the home breaks. No one can predict when things will fail. My opinion I would say if we limit the service to life threatening repairs and only do the following repairs: Roofs, Handicapped shower, ADA toilets, Plumbing for flooding basements, an appropriate budget would be \$130,000 per year. Once funding runs out each year we stop all requests until the following budget year. Some years we may not use all.

12. When did the service start and how many customers were service each year and what was the average amount of funding per customer?

The Service started in 2010

2010 Customers served 34	Avg amount \$5,004
2011 Customers served 31	Avg amount \$6,112
2012 Customers served 14	Avg amount \$6,478
2013 Customers served 19	Avg amount \$5,002
2014 Customers served 22	Avg amount \$4,180
2015 Customers served 10	Avg amount \$5,105

13. When did the service start, what was the amount of tribal contribution, and what was the number of customers for each year? Please provide graph.

(See attached)

14. Number of customers on Lifeline (See attached)

Name change from Life Line to Emergency Response

15. Number of customers on Lifeline who have received Major home repair services. Past, Present and trending forward.

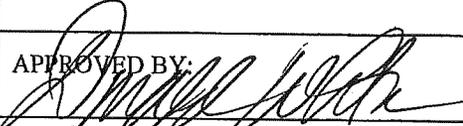
(See Attached)

Story from AARP (American Association of Retired Persons)

Sep 26, 2015

When I came to this country over 40 years ago from Asia, I was quite disturbed that many elderly people live by themselves, sometimes with their children far away and not able to tend to their parents' needs. I was saddened. In my culture, the children take care of their parents when they are unable to take care of themselves. Children do not think of this as a burden and parents accept the help gracefully without shame. When I became a parent, I begin to wonder if my children will consider me as a burden when I need help. Well, I guess I am very fortunate, when my son bought his home, he made sure I went househunting with him. He said, "Are you sure you like this house? Because this will be your house too." I hope I can be independent for a very long time but it is a comfort to know my family has my back.

MAR 03 2015

ONEIDA TRIBE OF WISCONSIN STANDARD OPERATING PROCEDURE	TITLE: Major Home Repair Program	ORIGINATION DATE: 4/12/2010 REVISION DATE: 05/21/2013 02/06/2015 EFFECTIVE DATE: immediately
DIVISION: Governmental	APPROVED BY: 	DATE: 3/5/15
AREA MANAGERS OFFICE: Social Services	APPROVED BY: Kinda Jowers	DATE: 3-2-15
DEPARTMENT: Program Director	APPROVED BY: Storance Petra	DATE: 2-26-15
DEPARTMENT: Assistant Director	APPROVED BY: Storance	DATE:
AUTHOR: Maintenance Supervisor	APPROVED BY: Justin Niel	DATE: 2.6.15
PAGE NO: 1 of 4		

1. PURPOSE:

To provide major home repair services to eliminate a health and/or safety risks to Oneida elder homeowners that live within Oneida Nation reservation boundaries.

2. DEFINITIONS:

- 2.1 AS400 System: Financial system
- 2.2 Cognos: Accounts Payable system
- 2.3 Cosmetic: pertaining only to the surface or appearance of something i.e., paint, floor covering, stain, landscaping, beautification vs. function
- 2.4 Homeownership: A person who owns the home she or he lives.
- 2.5 HVAC: Heating, Ventilation and Air Condition.
- 2.6 Major Home Repair: A repair that will take a professional or specialist to fix on the home.
- 2.7 Prefabricated Home: A house that is built in sections in an off-site, climate-controlled factory and assemble on-site on a foundation.
- 2.8 R-Value: A measure of thermal resistance used in the building and construction industry.
- 2.9 Service Request: A form used to obtain client information and needs and is distributed to the proper Supervisor for completion of service and client satisfaction signature.
- 2.10 Scope of Work: Contact information sheet with description of problem.
- 2.11 Stick Built Home: A home that was constructed on-site around a stick frame.
- 2.12 Trailer Home: Manufactured home built on a chassis.

3. WORK STANDARDS:

- 3.1 All requests for services must be initiated through Oneida Elder Services' Service Request. The Service Specialist will obtain the information needed and forward the Service Request to the Maintenance Supervisor for processing during normal business hours. A Needs Assessment must be on file or up to date to begin services.
- 3.2 Services for major home repairs are dependent on available funding.
- 3.3 Service Specialist will provide written notification to applicant of status of request.
 - 3.3.1 Denial: A denial letter and reason will be sent by the Service Specialist and will maintain a

- copy of denial in customer's file.
- 3.4 All major repairs must meet the eligibility requirements and deemed a health and safety concern. Elders who meet the eligibility requirements may be eligible for repair cost with a lifetime maximum of \$10,000 per household for stick built homes or prefabricated homes.
- 3.5 Eligibility Requirements:
- 3.5.1 Must be an enrolled Oneida Tribal Member. Applicant must present Oneida Tribal Identification documentation.
- 3.5.2 Applicant must be 55 years of age however; priority will be given to 70+.
- 3.5.2.1 Requests for 70 or older will be taken care of first.
- 3.5.2.2 Elders age 55-69 with disability must provide proof from the Social Security Disabilities Administration Office. The last quarter of the fiscal year we will evaluate the list starting in July for those closest to their 70th birthdate, should there be funding available and no other 70+ requests.
- 3.5.3 Applicant's home, where the services are being requested, must be located within the boundaries of the Oneida Reservation,
- 3.5.4 Must have and provide proof of homeowner's insurance or if you cannot get insurance coverage due to the repairs needed before they will insure your house, a copy of the denial letter from the insurance company that specifically states why they cannot be insured, must be submitted.
- 3.5.5 Must own your own home for at least five years prior to services for major home repair, and the title is in the Oneida tribal elder member's name. A copy of the deed or title of the home must be provided to prove ownership, prior to any work starting.
- 3.5.5.1 If more than one home, repairs will be provided at primary residence only.
- 3.5.6 Must be willing to sign a Release of All Claims form relieving Oneida Elder Services and/or the Oneida Tribe of Indians of Wisconsin of all liability (See attached form).
- 3.5.7 Must exhaust all other resources first i.e. Homeowner's insurance.
- 3.6 Program Benefit Guidelines:
- 3.6.1 Applicants who meet eligibility requirements and have exhausted all other resources may receive repair costs not to exceed lifetime benefit.
- 3.6.2 Services provided by Elder Services are provided as a benefit and may not hold Elder Services or the Oneida Tribe of Indians of Wisconsin liable for any damages. This would include any property damage, personal injury or other incidental damages.
- 3.6.3 The homeowner is liable for any increase in property tax or homeowner's insurance. Homeowner is required to notify their homeowner's insurance carrier.
- 3.6.4 Eligible Repairs: Must be a health and safety issue of main living space.
- 3.6.4.1 Roof repair or replacement (Shingles only)
- 3.6.4.2 Standard walk-in shower with grab bars
- 3.6.4.3 Interior household electrical repair
- 3.6.4.4 Interior household plumbing repair
- 3.6.4.5 Window replacement
- 3.6.4.6 Subfloor repair or replacement
- 3.6.4.7 Construct a handicap ramp
- 3.6.4.8 Add insulation for proper R-value
- 3.6.5 Ineligible Repairs: Repair services Oneida Elder Services cannot provide including but not limited to the following:
- 3.6.5.1 Build garages, storage sheds, or out buildings
- 3.6.5.2 Make/correct structural changes
- 3.6.5.3 Additions to house
- 3.6.5.4 Decks or porches
- 3.6.5.5 Repair or replace household appliances

- 3.6.5.6 Cosmetic repair(s)
- 3.6.5.7 Patio Doors
- 3.6.5.8 Driveways
- 3.6.5.9 Siding & Rain Gutters
- 3.6.5.10 Metal Roofs
- 3.6.5.11 Trailer/Mobile Homes
- 3.6.5.12 Central air/air conditioners
- 3.6.5.13 Repair any home that has been listed as condemned or unsafe for occupancy by a local government, agency, or municipality.
- 3.6.5.14 Repair any home that is damaged due to homeowner's neglect and/or failure to maintain homeowner's insurance.
- 3.6.6 Program will not cover natural disaster or personal property damage.
- 3.6.7 We will not start a project that is not within the allotted amount available. (See 3.4)

4. PROCEDURES:

- 4.1 Request for service(s) is recorded by the Service Specialist on a Service Request and will verify:
 - 4.1.1 Homeowner has assessment and release of information forms on file.
 - 4.1.2 Service Specialist will verify through Oneida Division of Land Management that the home is within reservation boundaries and verify homeownership.
- 4.2 Eligible: Service Specialist will maintain a copy of the Service Request and forward a copy to the Maintenance Supervisor.
 - 4.2.1 Maintenance Supervisor will document request, verify available funding amount and any previous repairs done through this program.
 - 4.2.2 Maintenance Supervisor will evaluate request, obtain required documentation: i.e. copy of Tribal ID, home insurance, deed, and signature on Release of All Claims form with notary signature.
 - 4.2.3 Maintenance Supervisor will contact and schedule appointment with client.
- 4.3 Bid process: Will be in compliance with Tribe's SOP on Competitive Bidding Process. New vendors must provide a presentation of work to Director, Assistant Director, and Maintenance Supervisor.
 - 4.3.1 Maintenance Supervisor will develop a scope of work for bids. (A basic list of work needed. It is the vendor's responsibility for all measurements and code compliance for the project.)
 - 4.3.2 Maintenance Supervisor will contact approved vendors/contractors from the Oneida Nation Vendor List for bidding process.
 - 4.3.3 Maintenance Supervisor will review and select from the lowest apparent bidder, following the Indian Preference Law.
 - 4.3.4 Maintenance Supervisor completes contract with signed Conflict of Interest form and forwards selected bid to Oneida Law Office for legal approval via email.
 - 4.3.5 A minimum of three bids is required or sole source which higher level of sign-off is required.
 - 4.3.6 Approve vendor/contractor will have ten (10) business days to provide written bids, except in emergency cases in which (5) business days will be given.
 - 4.3.6.1 Colors and style of materials will be selected by the homeowner from a standard selection.
 - 4.3.6.2 Contractor is not allowed to place a lien waiver against the home.
 - 4.3.6.3 Any repairs or improvements outside of the "contract for services" between Elder Services and the contractor must be paid by the homeowner.
 - 4.3.6.4 All work performed will have at least one year workmanship warranty by the vendor. The product warranty will be the responsibility of the homeowner to maintain. Any warranty work shall be requested by the homeowner to Elder

Services for follow-up within that one year. The one-year period starts when the final inspection is completed and is accepted by the homeowner, Oneida Elder Services, and Zoning.

- 4.3.6.5 It is the vendor/contractor's responsibility to obtain a building permit from Oneida Zoning Department.
- 4.3.6.6 Vendor/Contractor must provide Contractor's License Credentials number to verify status to Zoning.
- 4.3.6.7 All bids must include 1.) An itemized material list with total cost. 2.) Itemized Labor Cost.
- 4.3.6.8 If a contractor is threatened in any way, we reserve the right to stop any work for the safety of the contractors. Work will be halted and Contractor will be paid for work performed.
- 4.3.6.9 If client is threatened by the contractor, all work will be halted and the next apparent bidder will be offered the contract.
- 4.4 Approval: Maintenance Supervisor receives official Law approval from Purchasing Dept.
 - 4.4.1 Hard copy will be submitted for approval to Assistant Director for initials and date.
 - 4.4.2 Once approval is received a Requisition will be placed in AS400 and submission of approved contract, bids, and Service Request for approval through Cognos.
 - 4.4.2.1 Information will be scanned into G:/Purchasing to process for a Purchase Order and forward up the chain of authority for approval.
 - 4.4.3 Purchasing will process and provide Elder Services and the vendor with Purchase Order (PO) number. Maintenance Supervisor will approve payment in AS400 and submit a copy of the PO and contract with a note to pay immediately for supplies so the project can begin. *(First payment will be for the material cost and dumpster. The balance will be paid at completion of project with final inspection.)* Work can begin once the Purchase Order is received.
 - 4.4.4 Director and vendor sign the contract. No work is to start until contract signed by vendor and Director.
 - 4.4.5 Maintenance Supervisor will notify the customer with project start date.
 - 4.4.6 Vendor submits final itemized invoice to Maintenance Supervisor upon completion of contract work.
 - 4.4.7 Maintenance Supervisor and Zoning Inspector will do a final inspection, and obtain homeowner's signature on Service Request within 5 – 10 business days.
 - 4.4.7.1 Permit projects require Zoning Inspector Final Inspection Report.
 - 4.4.8 Invoice, Purchase Order, Contract, and Service Request will be submitted to Assistant Director and Director for final payment approval.
 - 4.4.8 Maintenance Supervisor will ok to pay and submit the final invoice for payment to the Administrative Assistant II along with all other documents.
 - 4.4.9 Maintenance Supervisor will continue to finalize document information into Major Home Repair database which can be found in the shared drive under G:/Elder/Major Home Repair.
- 4.5 Reimbursement: If the house is sold or ownership changes within 5 years of the completed work we will request reimbursement. Forgiveness will be at 20 percent for each year of the total cost of the project from the Major Home Repair Program.

5. REFERENCES:

- 5.1 Service Requests
- 5.2 Competitive Bidding Process

6. FORMS:

- 6.1 Release of All Claims Form

Reasons to put the Major Home Program on hold.

1. Current vendor investigation of poor workmanship of passed projects
2. The huge concerns of the Tribes and Elder Services liability.
3. Determine location to transfer

Major Home Justification to move to another location within the Tribe.

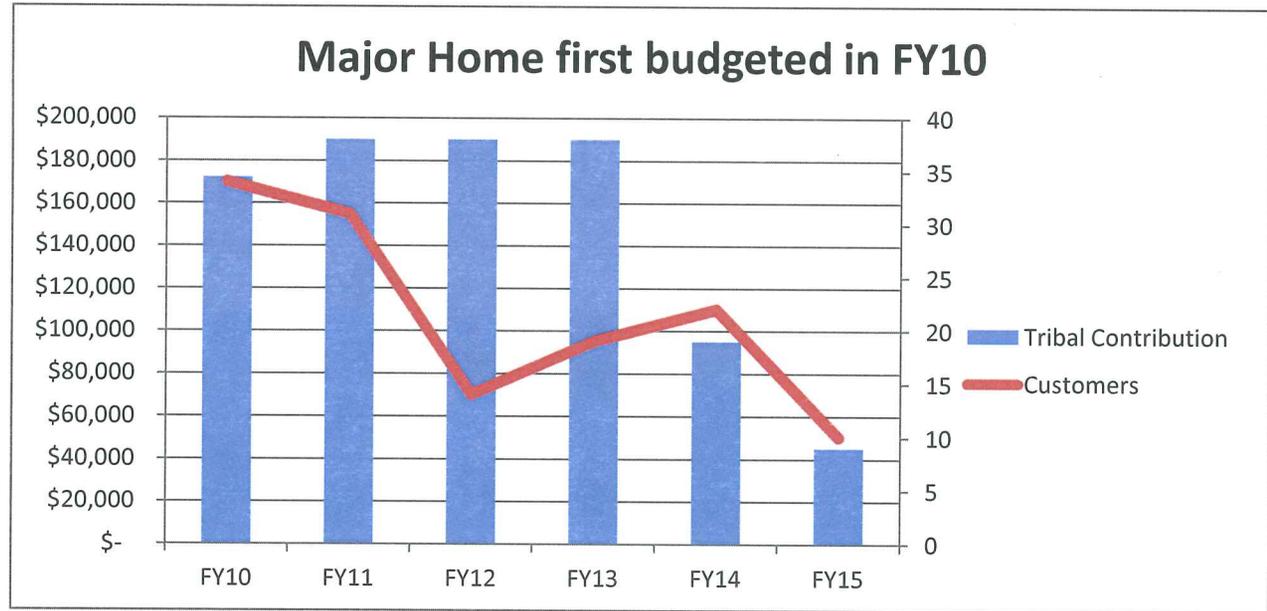
1. Staff at Elder Services are not trained nor certified in Roofing or Furnace Repair. Requires a skill set to assess & evaluate major home projects. Requirements not on Elder Services job descriptions for this kind of work.
2. We are not familiar with general contractor labor cost nor supply cost for items. Could be over charged on some items for projects.
3. Indian Preference puts a barrier on getting qualified vendors with collateral and experience.
4. Elders get mad at us for allowing a contractor to do good professional work, when what we received is just the total opposite, causing the tribe to have to do the work over.
5. Elder Services are not Project Managers for the Major Home Repair program.

Recommendations

1. Transfer the Program to a more like service area within the Tribe. Major Home is better fit under Engineering, Development, or Housing area that are skilled in construction projects.
2. Engineering already does the scope of work and home inspections for us.
3. FY-2016 budget is \$25,000.00 and we have four projects in process.
4. If continued, update the SOP due to the change for FY 2016. It is in draft form.
5. With the cuts, we decided to do only roofs and furnace repair/ replacement until funds are depleted. With the four emergency projects, we are close.
6. Eliminate the Major Home program and refer to the USDA Loan Program at 1%.

Major Home

Year	Tribal Contribution	Customers
FY10	\$ 172,132	34
FY11	\$ 190,000	31
FY12	\$ 190,000	14
FY13	\$ 190,000	19
FY14	\$ 95,000	22
FY15	\$ 45,000	10



Emergency Response (ER) Comparison - no longer called Lifeline

Year	# of ER custom (avg/mth)	# of M. Home projects for ER customers
FY10	133	12
FY11	125	14
FY12	120	5
FY13	102	7
FY14	99	7
FY15	88	2
FY16	85	0

as of 1-7-2016

Home Delivered Meal (HDM) Customers comparison

Year	# of HDMcustom (avg/mth)	# of M. Home projects for HDM customers
FY10	47	3
FY11	57	4
FY12	72	2
FY13	72	2
FY14	90	4
FY15	108	2
FY16	83	0

as of 1-7-2016

Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: 01 / 13 / 16 e-poll requested

2. General Information:

Event Name: NIGA Legislative Summit

Event Location: Washington, DC Attendee(s): Cristina Danforth

Departure Date: Jan 18, 2016 Attendee(s):

Return Date: Jan 21, 2016 Attendee(s):

3. Budget Information:

- Funds available in individual travel budget(s)
 Unbudgeted
 Grant Funded or Reimbursed

Cost Estimate: \$1,800.00

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

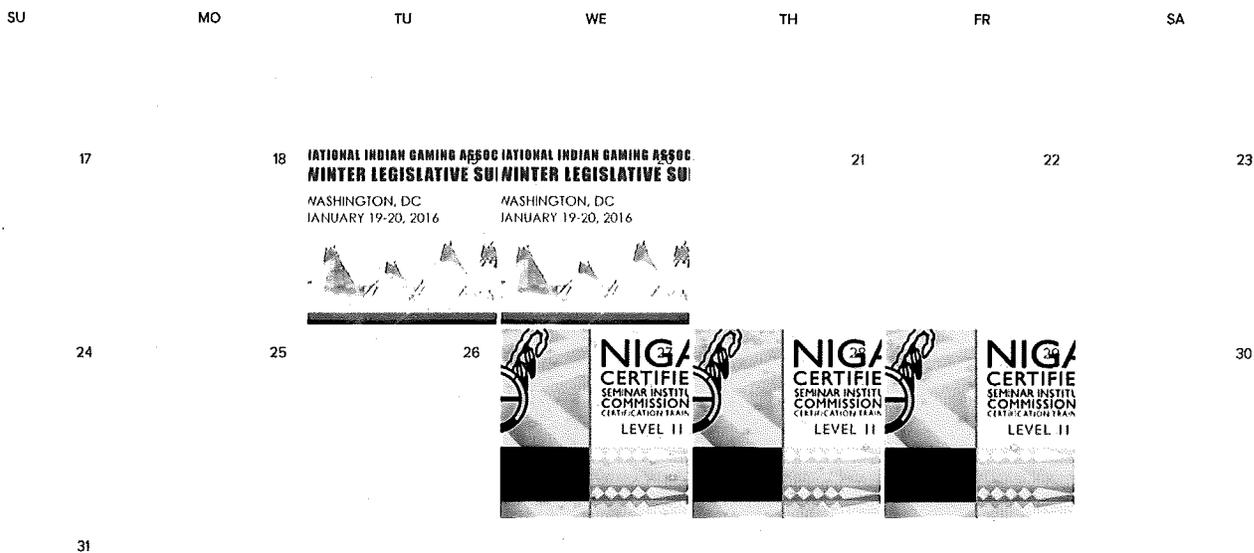
Describe the purpose of Travel and how it relates to the Strategic Direction(s) and/or your liaison area:

The summit will provide a chance to meet and discuss with other tribal leaders on issues pertaining to rebuilding communities through Indian Self-Reliance. The summit will also provide time to network and discuss with Congressional speakers on issues relating to gaming & economic development, tribal labor relations and others (see schedule of events attached).

5. Submission

Sponsor: Cristina Danforth, Tribal Chairwoman

- 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



2016 Winter Legislative Summit

Tue, Jan 19, 2016, 9:00am –
Wed, Jan 20, 2016, 6:00pm

Washington, DC (map)

Google Calendar · ICS

[CLICK HERE TO REGISTER](#)

2016 Winter Legislative Summit Schedule of Events

Tuesday, January 19

9:00 am - 2:00 pm Legislative Summit

Members of Congress will speak on gaming and economic development, tribal labor relations, land into trust, and respect for tribal sovereignty.

**Light continental breakfast and lunch will be provided.*

5:30 pm - 7:30 pm Tribal Leaders' Reception

An opportunity for tribal representatives to speak in an informal setting with members of Congress and their staff.

Wednesday, January 20

9:00 am - 12:00 pm Legislative Summit

Members of Congress will speak on gaming and economic development, tribal labor relations, land into trust, and respect for tribal sovereignty.

Book your Hotel Room Today!

The Holiday Inn Capitol Hill

550 C Street SW

Washington, DC 20024

To Book: [CLICK HERE](#) or call 877.572.6951

Mention: **G8M**

Room Rate: \$199 + tax (NIGA discount deadline: December 23, 2015)

Earlier Event: December 9
Commissioner Certification Training, Level I

Later Event: January 27
Level II Commissioner Certification

Oneida Business Committee Agenda Request

EXCERPT FROM DECEMBER 23 2015: Motion by Lisa Summers to adopt the agenda with the noted change [defer section XIV. Reports to the January 13, 2016, regular Business Committee meeting], seconded by Jennifer Webster. Motion carried unanimously.

1. Meeting Date Requested: 01 / 13 / 16
~~12 / 23 / 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:

Please see the attached fourth quarter report for Emergency Management. Also attached is the After Action Report for the Table Top exercise conducted on 9-29-2015.

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:

Primary Requestor/Submitter: 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 4 Report/Update
 Date: December 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 July, August, and September, 2015. During these months the Emergency Management Department participated in a number of different activities discussed throughout the following information:

July – The Deputy Director applied for the position of Director in October 2014. Interviews were conducted in June for the position, in July she was hired as the Director of Emergency Management.

As the Director and a direct report to the Business Committee the EM Department was asked to participate in the Budget Consolidation process that occurred throughout the month. The Director also participated in meetings drafting a Special Events SOP/Ordinance for events held on Tribal Land not necessarily sponsored by the Tribe.

During the last quarter of the FY the Director continued to work on updates and changes to Emergency Support Functions (ESF) for the Oneida Nation Emergency Response Plan, focusing specifically on the structure and protocol for EOC (Emergency Operations Center) activation. Planning continued with WEM (Wisconsin Emergency Management) to deliver the requested Tabletop exercise for the BC in September.

As the Chairperson for WITEMA (Wisconsin Tribal Emergency Management Alliance) the Director was requested to assist with the updates to the newly designed format for the

EMPG (Emergency Management Performance Grant) FY 2017. During the month the Director attended two meetings working on assisting with updates.

The Pre Disaster Mitigation team did not meet during the month. Updates were continued to the Pre-disaster Mitigation Plan via email with the necessary departments/divisions providing feedback as requested.

The last two weeks of July the Director was on vacation out of state.

August - The Director attended several standing monthly committee meetings; EM Regional meeting, BC Roundtable Discussions, Budget Consolidation meetings, WiTEMA meeting as the Chairperson and EMPG Workgroup meetings. The Pre-Disaster Mitigation (PDM) Planning team met to review and update several parts of the PDM Plan and continue providing feedback and updates to the Plan as needed. The EM department provided items for donation to the Elders Banquet, a table with information on Emergency Management and Family Disaster Planning was also displayed.

The Director Attended the "Tribal Lands Environmental Forum" in Minnesota. This conference focused on several different areas of Environmental Concerns that go hand in hand with emergency and/or response activities that could occur in the event of an Emergency or Disaster. EM and Environmental Health and Safety work together in several different ways, this conference presented an opportunity for EM and EHS to dialogue about more ways we can coordinate on projects/work needed for the Oneida Tribe.

The last week of August EM invited FEMA Region 5 – Tribal Liaison Julie Pardini to visit the Oneida Reservation. While Julie was in Oneida EM meet with several different entities/divisions of the Tribe to discuss their roles and responsibilities in the event of an emergency or disaster that could affect the reservation. Julie and EM spent several days meeting individually with numerous different departments answering questions and explaining procedure and protocol for Tribally Declared Disasters vs State Declared Disasters; their differences, similarities as well as the benefits and drawbacks.

Much of the month the Director focused on the final updates required to the Oneida Emergency Operations Plan. Reviewing currently completed Emergency Support Functions for relevance and necessary changes, making changes and sending the documents to the necessary individuals for signature. ESF 6 – Mass Care and Human Services was completed and signatures received by Red Cross, Oneida Social Services and the Comprehensive Health Division area. ESF's 1 – Transportation, 10 – Hazardous Material, 11 – Agriculture and 12 – Energy were sent to the respective areas for review and comment.

September – Much of the focus for the EM Department for the month of September centered around submitting the final necessary updates of the Oneida Tribe's Emergency Response Plan to the Regional Director for acceptance and credit for FY 2015 EMPG. All necessary document was submitted, approval of the submission is pending. Approval letters and payment information are generally provided in the beginning of the following FY.

The Director attended several standing monthly meetings throughout the month; Regional EM meeting, WiTEMA meeting as the Chairperson, GTC Preparation meetings and EMPG Workgroup meetings. The Pre-Disaster Mitigation Planning team did not meeting during this month, all updates to the plan were coordinated via email through the necessary departments as scheduled.

Coordination with the state Exercise Officer continued throughout the month for Table Top exercise that was conducted with the BC on September 29th, 2015. I have attached the AAR (After Action Report) to this report. Next steps are to coordinate a date to test the areas mentioned in the AAR; activating the EOC (Emergency Operations Center) and testing communications.

Much of the month was spent coordinating the relocation of the Warning Siren that was attached to the 54 One Stop building. Due to scheduled demolition of the building relocation became necessary. EM worked with Planning, Historic Preservation, DPW, Utilities, Electrical,

MIS, Zoning and Land Management to determine the relocation site. The Siren was scheduled to be installed during the month of October.

During the 4th quarter of FY 2015 the Emergency Management Department worked with several of the critical response departments in an emergency or disaster to update previously approved plans as well as review plans that are in draft form. ESFs that were distributed for review and comment were updated with the current input received. Several of the ESF's sent out for signatures were completed and the signatures received. There are currently three ESF's that have not received signatures as of this date. All necessary documents were sent to the WEM Regional Director for Submission of Oneida's FY 2015 Emergency Management Performance Grant.

----- End of Report -----

Kaylynn Gresham
Director Emergency Management
Oneida Nation

**Oneida Nation EOC Workshop
&
Ice Storm & Power Outage**

Tabletop Exercise

Oneida Business Committee Conference Room

Oneida Nation

September 29, 2015

After-Action Report/Improvement Plan

November 6, 2015

Prepared by:

Ed Sheppard
Exercise & Training Officer
Wisconsin Emergency Management
608-575-4852
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Executive Summary

The purpose of this tabletop exercise is to discuss and educate the participants on the use of the Emergency Operations Center (EOC) and how it could aid in coordination. In addition the participants explored how a simulated major weather event would need to be dealt with regarding communications and planning for an EOC activation.

This EOC workshop and tabletop exercise was designed to begin the process of discussion and planning for a review of the overall plans in place and to identify issues that would affect the Oneida Nation and its leaders. It was hoped that a workshop on the use of the Emergency Operations Center (EOC) would be a useful educational tool because in many agencies and jurisdictions while there are provisions for an Emergency Operations Center it still remains at best a vague concept especially if it has not been exercised or opened for a real event. Finally the design team also developed this workshop and exercise in an effort to make the Oneida Nation Emergency Management Exercise program a more understood and viable process as the Tribal Emergency Management moves forward. Tribal Emergency Management invited key decision makers to this workshop and exercise and there was good discussion first during the EOC workshop and then during the tabletop top exercise which followed the workshop. A number of issues were identified and various strengths and areas for improvement were discussed. It is clearly the hope of Tribal Emergency Management that this was a good first step in development of a more viable exercise plan and program.

During the tabletop exercise portion of the activities the participants were confronted with a simulated ice storm and subsequent power outages over a good portion of the tribal lands. Discussion followed on the response to this type of simulated event as well as how communications and coordination would occur during this type of event. Many of the issues that were discussed or that were noted in the participants' feedback forms are included in this after-action report. The core capabilities that were used to structure the discussion for this exercise were **Operational Coordination, Operational Communications, and Situational Assessment**.

A tabletop exercise is a non-stress "verbal" walk through intended to generate in-depth focused collaborative discussion among participants on how they would activate & apply their current agency emergency operations plans & procedures to a hypothetical disaster incident. A tabletop exercise is aimed at facilitating conceptual understanding, identifying emergency plan & procedure strengths/areas for improvement and multi-agency coordination of operations.

In this exercise, participants specifically assessed the following core capability activity performance:

Core Capability	Target Capability
Operational Coordination	Onsite Incident Management
Operational Communications	Communications
Situation Assessment	Situational Assessment

Scenario

February 17, 2016 (Wednesday)

Northeastern Wisconsin including the Oneida Tribal lands have had a mild winter thus far however a snow storm on February 16th has pushed through the area and as residents were completing the clean up a warm front has caused the temperatures to hover around freezing. A freezing rain has begun about noon on the 17th and by 5pm it's clear that ice on the roads will be a problem but the bigger issue is that a number of power outages are being reported throughout the surrounding county and the Oneida Tribal lands.

It's now about 8:00pm and the outages are increasing with the several residential areas along with many rural areas of the reservations affected. Power companies report a large number of outages that may not be repaired for an extended period of time.

The weather forecast does not look good and we could continue to receive freezing rain and temperatures around freezing for the next several days.

Discussion Questions

- *What actions would you as the Business Committee take with this type of information ?*
- *How would you organize your command structure and at what point would you see a need for opening the Emergency Operations Center? Who would be in the EOC?*
- *Are there any special problems that will occur with communications between the EOC and Responders?*
- *What objectives will you initially set in the Emergency Operations Center? (EOC)*
- *Do you have any plans policies or procedures that can help guide you?*
- *How will needed resources be secured and how will you track them?*
- *This will be a long term event in terms of response and recovery. Will you be able to track Tribal expenses and how will you do it?*
- *How will your public information be handled?*
- *What types of equipment and resources would you need to make your EOC operational and effective?*
- *You may need to develop a staffing plan for the EOC. What do you envision?*
- *What other issues and concerns that have not been discussed do you foresee regarding the operations of the Incident Command and the EOC?*

At the completion of the exercise, participants discussed the outcome of the exercise and identified numerous strengths & areas for improvement in how participant agencies could perform their emergency plans & procedures to implement the core capability activities in response to the scope of scenario challenges. These identified strengths & areas for improvement are captured in this After Action Report (AAR) and document suggested corrective actions for improvement.

Strengths:

In general the core capability strengths identified in this exercise were:

- There are some plans and policies in place for Emergency Response and the Emergency Operations Center (EOC).
- There is a designated location at the police department for the Emergency Operations Center (EOC).
- The Department of Public Works and the IT departments have a number of resources that can be used.
- There is a solid relationship with the surrounding jurisdictions in the event mutual aid is needed.
- Recent training on the importance of financial documentation was very worthwhile.
- The Tribe has a full-time EM Director.

Areas for Improvement:

In general, the areas for improvement identified in this exercise were:

- There was a great deal of discussion on the need to update plans, call trees, and other policies.
- There seems to be an overall need to improve the way we coordinate our response and set our priorities on how it is done.
- There may be a need to make sure that trained backups are in place for many key departments in case department heads may not be available in a disaster.
- An opportunity to drill or exercise at the EOC in which people that would be summoned to the EOC receive hands on experience and training would be valuable.
- Future training and exercises in an effort to educate the responders and key officials on the difference between the Incident Command Post and the Emergency Operations Center may be useful.

Comments received from the exercise participants, and exercise facilitators supported that the Tabletop Exercise was highly successful in assessing participant agencies strengths & areas for improvement to operate within the scenario and its operational challenges.

Exercise Overview

Exercise Name: Oneida Nation EOC Work Shop & Ice Storm and Power Outage Tabletop Exercise

Exercise Time/Date/Location:

Time: 8:00 a.m. to 12:00 p.m. September 29, 2015 Oneida Tribe Norbert Hill Center

Purpose of Exercise:

The purpose of the tabletop exercise is to address alignment of policy & procedures for the participating entities. The exercise will be based on a simulated severe weather, Ice storm event and long term power outages that strike the Oneida Reservation as well as the surrounding Brown County areas. This has the potential to become a long term event that could impact many in the community and necessitate the opening of the Oneida Nation Emergency Operations Center on a short and possibly long term basis. Discussion will involve plans and procedures on opening, staffing and operating the Emergency Operations Center as well as how this major event will be managed by the Oneida Nation authorities. The exercise will focus on the following core capabilities: **Operational Coordination, Operational Communications, and Situational Assessment.**

The exercise will conform to the Office Domestic Preparedness and Office of Justice Assistance Homeland Security Evaluation Program (HSEEP).

The exercise will be NIMS-compliant incorporating the use of an Incident Command structure to manage the event and the Homeland Security Exercise and Evaluation Program (HSEEP).

An exercise planning team was formed to determine the scope, agenda, target audience, and objectives of the exercise. The exercise planning team developed an exercise scenario based on the design criteria and the exercise objectives identified by the group.

EPCRA Credit N/A

Core Capabilities-Exercise Objectives:

Core Capability	Exercise Objectives
Operational Coordination	<p>Discuss the ability of response personnel to assess events, and coordinate the response and make decisions on needs, resources, corrective measures, and other issues that would confront the command staff including the opening, staffing, and operating the Oneida Nation Emergency Operations Center. (EOC)</p> <p>Including</p> <ul style="list-style-type: none"> • Activate emergency operations center

	<ul style="list-style-type: none"> • Gather and provide information • Identify and address issues • Prioritize and provide resources • Support and coordinate response requirements •
Operational Communications	<p>Discuss the ability to:</p> <ul style="list-style-type: none"> • Conduct immediate incident alert & notification • Establish and maintain interoperable voice, data and video communications in support of the Incident Command & Emergency Operations Center response & recovery operations,
Situational Assessment	<p>Discuss the ability to establish, utilize, and apply current plans that are in place and identify other areas where planning needs to occur for the response entities in response to a severe weather event that necessitates the opening of the Oneida Nation Emergency Operations Center (EOC).</p> <p>Including</p> <ul style="list-style-type: none"> • Create, train, exercise, evaluate and revise emergency operations plans & procedures • Facilitate effective & timely access to emergency operations plans & procedures 24/7 • Conduct information sharing procedures, with supporting technology, at the Incident Command Post and Emergency Operations Center to support development of a common operating picture among stakeholders • Coordinate with subject matter experts among impacted stakeholders to gather relevant information to assist in response & recovery strategy

Scenario Hazard or Threat:
Ice Storm and Power Outage

Sponsoring Agencies:
Oneida Nation Emergency Management

Participating Organizations:

Local/Tribal:

- Oneida Emergency Management
- Oneida PD
- Oneida Business Committee
- Oneida Department of Public Works
- Oneida Risk Mgt.
- Oneida Environmental Health and Safety

State:

- Wisconsin Emergency Management

Total Number of Exercise Participants: 14

Analysis of Exercise Core Capability Performance

Aligning exercise objectives and core capabilities provides a consistent taxonomy for evaluation that transcends individual exercises to support preparedness reporting and trend analysis. Table 1 includes the exercise core capabilities with associated overall performance ratings (P, S, M, or U) as evaluated in the exercise.

Table 1-Summary of Core Capability Performance

#	Core Capability Performance	Performed without Challenges (P)	Performed with Some Challenges (S)	Performed with Major Challenges (M)	Unable to be Performed (U)
1	Operational Coordination		S		
2	Operational Communications		S		
3	Situational Assessment		S		
4			S		

Rating Definitions

Performed without Challenges (P)
Objectives were effectively performed and conducted in accordance with applicable plans, procedures and laws.

Performed with Some Challenges (S)
Objectives were achieved and conducted in accordance with applicable plans, procedures and laws. However, opportunities to enhance effectiveness and/or efficiency were identified.

Performed with Major Challenges (M)
Objectives were achieved, but some or all of the following were observed: demonstrated performance had a negative impact on the performance of other objectives; contributed to health/safety risks for public or response workers; and/or was not conducted in accordance with applicable plans, procedures and laws.

Unable to be Performed (U)
Objectives were not able to be achieved or the objectives were not tested to exercise time constraints or safety considerations/decisions.

The following section provides detailed analysis of the performance related to each of the exercise Core Capabilities and associated exercise objectives, highlighting strengths and/or areas for improvement for each Core Capability

Core Capability 1 - Operational Coordination:

Description - Conduct incident response and recovery operations using the Incident Command System to establish and maintain a unified and coordinated operational structure and process that supports performance/support of needed core capabilities.

Objective 1: Discuss the ability of response personnel to assess events, and coordinate the response and make decisions on needs, resources, corrective measures, and other issues that would confront the command staff including the opening, staffing, and operating the Oneida Nation Emergency Operations Center. (EOC)

Discuss the ability to:

Objective 2: Activate emergency operations center

Objective 3: Gather and provide information

Objective 4: Identify and address issues

Objective 5: Prioritize and provide resources

Objective 5: Support and coordinate response requirements

Observations:

- *Situational analysis of areas of concern when “manning” the EOC*
- *Some infrastructure is in place for EOC*
- *We have a lot in place; EM Director knows her role*
- *Chair/Vice Chair can declare disaster (ex. Vs. some other areas have to declare a meeting first)*
- *Good basic structure of contacts*
- *Update phone trees and process to keep them updated*
- *Emergency Planning Team should start meeting again*
- *BC should have a quick reference guide at fingertips or on desktops for employees; include the correct phone numbers; review current plan to ensure it is updated*
- *Would like a live drill for Oneida*
- *Equipment and staff tracking on spreadsheets*
- *Improving documentation of resources for identifying costs*
- *Becoming more familiar with the back-ups to EM Director*
- *I like the “go-kit” for the EOC*
- *Accounting – tracking and documenting expenses – need training*
- *SOPs need to be updated/reviewed for Business Committee*
- *Training for finance personnel for disaster (track expenses, volunteer man hours)*
- *What triggers for back-up if EM director isn't here?*
- *Establishing priorities of who gets helped first (nursing home, elder, etc.)*
- *Review policies, check lists in place, who should show up at EOC*
- *Overall approval process to activate EOC/Emergency Chair, Vice Chair, Kaylynn, Ratify three days after approval from OBC*
- *Have EM Director running point on preparedness*
- *EOC and declaratory structure already in place*
- *We have a physical location set up for an EOC*
- *We have resources and staff to address emergencies*
- *Update plans, procedures*
- *Ensure the tools, systems & resources are available and functional*
- *Assets available, good structure in place, good collaboration*
- *Training is needed for accounting – dedicate*
- *Preparedness, updating the process each year, should be part of transition with each new elected body (OBC) which occurs every three years*

Analysis:

This core capability of operational coordination and more specifically the utilization of the Emergency Operations Center (EOC) was one of the key components for this workshop and tabletop exercise. A discussion of how the decision to open the EOC, who would staff it, and is the facility currently at this point able to be activated and run efficiently are all concerns that need to be examined. It was clear during the discussion that the participants in the exercise will be looking to the Emergency Manager for guidance on much of this in the event of a disaster that would prompt the tribe to open the EOC. The Emergency Manager for her part understands this however she made it clear that a review of the current plans and procedures might assist her in understanding where the parameters extend.

The Emergency Operations Center is located at the Oneida Police Department and there was good discussion on the potential readiness of the facility and it would seem that from the discussion that it may be able to be rendered functional fairly quickly. In hindsight perhaps this workshop and tabletop exercise should have been scheduled for the location of the EOC as often when that is done the participants get a much more graphic idea of what resources are currently available and what resources are needed. A future drill or exercise at that location may want to be considered.

During the discussion it was less clear on who all may be planning on being at the Emergency Operations Center location and more planning on chain of command, EOC management, and other types of documents may need to be done. With regard to training there was some recent training regarding financial documentation during a disaster which clearly hit its mark as it was referenced often during the exercise. That was a good first step in this whole process. When this workshop and tabletop exercise was developed the design team wanted this to be educational along with the hope to solicit a way forward on planning, training, and exercise and this certainly seemed to be the tone that the participants struck as can be witnessed by many of the comments from participants in this after-action report.

Strength Area(s):**Planning/Organization-****Planning/Organization Strengths-**

- During the course of the workshop and exercise the fact that there are some plans currently in place for the EOC at the Police Department was referenced.
- There are currently contact lists available in order to reach key personnel.
- There is a great deal of confidence in the Emergency Management Director to handle things in the event of a disaster.
- There is knowledge on who has authority to declare a disaster on the part of the Tribe. There appears to be a delineated chain of command.
- There are a number of mutual aid resources available due to the favorable location of the Oneida Nation.

**Equipment-
Equipment Strengths-**

- The EOC location at the Police Department would seem to be a good location for the EOC and there are some resources dedicated for this. The feeling during the exercise was that it could be made functional quickly.
- There is a strong I.T. Department and Public Works Department with the tribe that can provide resources when needed.

**Training-
Training Strength-**

- There was recent training on the part of FEMA PA/IA Tribal Liaison – Julie Pardini which was well received and generated interest for future targeted training on various aspects.

Improvement Area(s):**Planning/Organization-****Improvement Actions-**

1. The discussion in this exercise often referenced plans and procedures especially for individual departments however what was not detailed was the overall emergency operations plans that the Oneida Nation has and while some exist there was a feeling on the part of some of the participants that they at least need to be reviewed and possibly updated.
2. While there clearly is a great deal of confidence in the Emergency Management Director for the Oneida Nation it was pointed out that she is only one person and plans and procedures regarding the EM Director's role seem to be understood or speculated on. A clear plan needs to be developed on the role and responsibilities of that position.
3. Because the Emergency Operations Center may never have been opened by many of the participants in this exercise, their roles and responsibilities if summoned to the EOC may not be totally defined and use of a quick start guide for the EOC along with position descriptions and checklists might be useful.

Equipment-**Improvement Actions-**

4. The participants in this exercise all agreed that the Emergency Operations Center at the Police department should be an adequate location however it is not known what resources are currently there those would help the individual departments become operational in the event of activation. A resource inventory should be done so that people in the EOC are aware of how WIFI and telephone operations will work.

5. Many agencies assemble bins of needed equipment that are kept on site of the location of the Emergency Operations Center (EOC). This allows departments to pre-plan on what type of equipment they may need to allow them to function. If space is available at the EOC location and this has not been done it should be considered.
6. There was also discussion and an explanation of the use of go-kits in which people that know that they may be needed to respond to the EOC have items in a small pack that might be useful for them if called to the Emergency Operations Center: computer thumb drives, plans, phone chargers, policies or department contact lists are a few items often used.

Training/Exercise-

Improvement Actions-

7. The participants in this exercise were enthusiastic about previous recent training and several participants talked about additional training that they could receive. This hopefully is a signal to Tribal Emergency Management that they should move forward with more training from both the federal and state agencies. Much of this training is free or very inexpensive.
8. Several of the participants listed the need for additional exercises or drills that they could participate in. Following this EOC tabletop exercise with a functional exercise at the actual Emergency Operations Center in which the players could assemble the EOC and make it operational and then respond to some simulated messages and communication in a functional exercise would seem to be a logical next step.

Core Capability 2 - Operational Communications

Description - Establish and maintain adequate internal, external and interoperable communications systems and protocols to support emergency response & recovery operations.

Discuss the ability to:

Objective 1: Conduct immediate incident alert & notification

Objective 2: • Establish and maintain interoperable voice, data and video communications in support of the Incident Command & Emergency Operations Center response & recovery operations.

Observations:

- *Communication after an incident happens*
- *Communication is a huge concern*
- *Communication plan for community*
- *Communications can always be improved*
- *Update communication phone trees*

- *Communication and coordination*
- *Communication plans – coordination with technology - need update*
- *Update emergency contact numbers for EM personnel*

Analysis:

Not a great deal of discussion occurred regarding this core capability which is not surprising because the nature of this workshop and exercise was geared more toward managers and key decision makers rather than operations based participants. As a result of that there are limited strengths and areas of improvement listed in this section. In general the feeling among the participants was that their communications in terms of radio system is adequate. However as all of us realize communications can quickly become an issue during a disaster. There were constructive comments on updating of phone trees and there were several participants who discussed the need for future drills and exercises that assist in better evaluating the communications systems and plan that are currently in place.

Strength Area(s):**Equipment-****Equipment Strengths-**

- During the course of the workshop and exercise there seemed to be a general feeling that the current communications' systems are adequate and that they interface well with mutual aid partners.

Improvement Area(s):**Planning-****Improvement Actions-**

9. There were several comments during the workshop and exercise regarding the need to update call trees and phone lists for communication. The issue with that is always making sure that everyone in the organization understands the importance of that and someone is tasked with making updates on a regular basis. This is easier now that these call trees and lists can be edited electronically.

Exercising-**Improvement Actions-**

10. A functional exercise is mentioned in improvement action #8 and generally functional exercises are very effective for evaluating communication plans and flow of information including public notification messages as well as public information.

Core Capability 3 - Situational Assessment

Description - Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response

Discuss the ability to:

Objective 1: Establish, utilize, and apply current plans that are in place and identify other areas where planning needs to occur for the response entities in response to a severe weather event that necessitates the opening of the Oneida Nation Emergency Operations Center (EOC).

Objective 2: Create, train, exercise, evaluate and revise emergency operations plans & procedures

Objective 3: Facilitate effective & timely access to emergency operations plans & procedures 24/7

Objective 4: Conduct information sharing procedures, with supporting technology, at the Incident Command Post and Emergency Operations Center to support development of a common operating picture among stakeholders

Objective 5: Coordinate with subject matter experts among impacted stakeholders to gather relevant information to assist in response & recovery strategy

Observations:

- *Are we 2 or 3 people deep in personnel where necessary?*
- *Review and update emergency response plan tribal wide*
- *All policies should be reviewed*
- *Attempt to address public's unrealistic expectations – educate in advance*
- *Review and update policy and procedures as needed and when BC transitions*
- *Training for chair & vice chair every transition year is critical*
- *Community education*
- *Need to streamline our accounting of expenses*
- *Actual functional exercise*
- *Many of the business have plans in place*
- *Coordination occurs pretty well*

Analysis:

A great deal in this core capability overlaps things that were said in # 1 regarding operational coordination however in an effort to avoid duplication I have limited some of the notations to planning, training, and depth of the backup for Emergency Operations Center positions or referenced previous improvement actions. Development of situational awareness is a key element of managing any disaster quickly and efficiently. It was evident that those participants' in this exercise expect a great deal from emergency management and they look to the Emergency Manager to provide expertise. However in most locations the Emergency Manager may be only one or two people and in a real-life event all segments of the community need to pull together and not expect one or two people to handle the entire event. Emergency Management can help

coordinate the response of an entity and can open a number of doors for additional resources or expertise from the outside.

One other theme that seemed to emerge in this exercise was that there may need to be some community education on what the tribe can and cannot provide during a disaster so that unrealistic expectations do not foster frustration or anger. Finally, in the Oneida Nation it was pointed out that tribal leaders change with some degree of regularity and the need for ongoing education of the new leaders is also very important so that new leaders understand the role of plans, policies, and procedures as well as the overall function of Emergency Management. The participants in this exercise looked beyond the winter storm /power outage scenario to the overall actions and operations that the Tribe would have to put into effect in a major disaster no matter what its nature. This allowed for a wide ranging discussion.

Strength Area(s):

Planning-

Planning Strengths-

- As was pointed out during the exercise there are plans in place for not only the responders for the Oneida Nation but for many of the businesses as well.

Organization

Organization Strengths-

- There appears to be an overall structure in place to establish the EOC and to declare a disaster as was discussed during the exercises.

Training/Exercise-

Training/Exercise Strength-

- We had key personnel at this workshop and exercise as they have had a previous training and most people see the need to continue that.

Improvement Area(s):

Planning/Training-

Improvement Action-

11. One interesting issue that the participants did not have an answer for is how many key people in the Tribe have a second in command or back up that can fill in for them in the event that they are not available? Clearly that was a concern and a review and a plan should be undertaken to identify key positions where there are no backups and remedy that if possible through planning and training.

- 12.** One issue that was discussed periodically during the exercise was the expectations of some of the citizens. There is a clear concern that some tribal citizens are unrealistic in their expectations on how the political and public entities of the tribe will respond during a disaster. This may take some education on the part of leaders in the tribal community on how they as citizens can protect themselves and their families. This may involve public service announcements, and the handing out of materials, as well as some outreach. This may be a long term solution and the tribal authorities may have a better idea of what may be needed.
- 13.** Another issue that emerged during the exercise is the fact that tribal elections often times bring new people into positions of authority and there needs to be a way that new leaders can be given the valuable information that they need about emergency management whether it be seminars, workshops, other types of trainings, or reviewing plans and procedures.
- 14.** Even veteran operations people sometimes need a refresher on the difference between the Incident Command Post and the Emergency Operations Center and how they can work together efficiently. Future training and exercises can be held regarding that aspect of training.
- 15.** Recent training on keeping good financial records and documents was held for the tribe and a great deal was learned from that and because of that training several departments that attended that training decided to review and modify their current plans and procedures. Those revised plans need to be evaluated during in house drills, trainings, and exercises in order to verify that they will work and become second nature to the people that are using these plans and procedures.
- 16.** There were a number of excellent planning and training issues that developed during this exercise. One that is of concern to Emergency Management is what do the tribal leaders see as the role of the Emergency Management Director so that their expectations are met? The EM director is only one person and how they will be utilized needs to be established in advance of any disaster and EOC opening. Review and development of plans of the EM Directors role need to be defined in the planning process.
- 17.** One issue that was not discussed at great length during this exercise but none the less was important was in a disaster such as was simulated there will be a number of tribal entities needing assistance such as the elderly, nursing homes, and others. The participants talked about how to prioritize this. The use of incident action plans and ICS forms can assist with those types of things in pre-planning as well as during the real event. Making those forms part of the planning process should be explored (see appendix D).

Appendix A-Improvement Plan (IP)

This IP has been developed for **Oneida Nation Emergency Management** for the **Ice Storm & Power Outage Tabletop Exercise** conducted on **September 29, 2015**

Core Capability	Objective	POETE	Improvement Action	Action POC	Start-End Date
[Insert capability name]	[Insert objective]	[Select either] Planning Organization Equipment Training Exercising	[Summary of corrective action needed]	[Identify who has responsibility to complete corrective action]	[Identify the start & completion date of the corrective action]
Operational Coordination	<p>Discuss the ability of response personnel to assess events, and coordinate the response and make decisions on needs, resources, corrective measures, and other issues that would confront the command staff including the opening, staffing, and operating the Oneida Nation Emergency Operations Center. (EOC)</p> <p>Including</p> <ul style="list-style-type: none"> • Activate emergency operations center • Gather and provide information • Identify and address issues • Prioritize and provide resources • Support and coordinate response 	Planning Organization	1. The discussion in this exercise often referenced plans and procedures especially for individual departments however what was not detailed was the overall emergency operations plans that the Oneida Nation has and while some exist there was a feeling on the part of some of the participants that they at least need to be reviewed and possibly updated	All entities and Departments of the Oneida Tribe	Ongoing every two years to up-date

Core Capability	Objective	POETE	Improvement Action	Action POC	Start-End Date
	requirements				
Operational Coordination	See Above	Planning Organization	2. While there clearly is a great deal of confidence in the Emergency Management Director for the Oneida Nation it was pointed out that she is only one person and plans and procedures regarding the EM Director's role seem to be understood or speculated on. A clear plan needs to be developed on the role and responsibilities of that position.	Oneida Business Committee (Supervisor)	Ongoing - yearly
Operational Coordination	See Above	Planning Organization	3. Because the Emergency Operations Center may never have been opened by many of the participants in this exercise, their roles and responsibilities if summoned to the EOC may not be totally defined and use of a quick start guide for the EOC along with position descriptions and checklists might be useful.	Oneida Emergency Management, ESF Responsible areas	Ongoing – develop ESF toolkits in next 6 months
Operational Coordination	See Above	Equipment	4. The participants in this exercise all agreed that the Emergency Operations Center at the Police department should be an adequate location however it is not known what resources are currently there those would help the individual departments become operational in the event of activation. A resource inventory should be done so that people in the EOC are aware of how WIFI and telephone operations will work.	Oneida Emergency Management, Oneida MIS	Ongoing – complete within 1 year
Operational Coordination	See Above	Equipment	5. Many agencies assemble bins of needed equipment that are kept on site of the location of the Emergency Operations Center (EOC). This allows departments to pre-plan on what type of equipment they may need to allow them to function. If space is available at the EOC location and this has not been done it should be considered.	Oneida Emergency Management	Ongoing – initial creation of ESF bins within 6 months
Operational	See Above	Equipment	6. There was also discussion and an	Oneida Emergency	ongoing

Core Capability	Objective	POETE	Improvement Action	Action POC	Start-End Date
Coordination			explanation of the use of go-kits in which people that know that they may be needed to respond to the EOC have items in a small pack that might be useful for them if called to the Emergency Operations Center: computer thumb drives, plans, phone chargers, policies or department contact lists are a few items often used.	Management and essential Departments (ESF Responsible)	
Operational Coordination	See Above	Training Exercise	7. The participants in this exercise were enthusiastic about previous recent training and several participants talked about additional training that they could receive. This hopefully is a signal to Tribal Emergency Management that they should move forward with more training from both the federal and state agencies. Much of this training is free or very inexpensive.	Oneida Emergency Management	ongoing
Operational Coordination	See Above	Training Exercise	8. Several of the participants listed the need for additional exercises or drills that they could participate in. Following this EOC tabletop exercise with a functional exercise at the actual Emergency Operations Center in which the players could assemble the EOC and make it operational and then respond to some simulated messages and communication in a functional exercise would seem to be a logical next step.	Oneida Emergency Management with assistance of WEM Staff	Ongoing-exercise within 9 months
Operational Communications	Discuss the ability to: <ul style="list-style-type: none"> • Conduct immediate incident alert & notification • Establish and maintain interoperable voice, data and video communications in support of the Incident Command & 	Planning	9. There were several comments during the workshop and exercise regarding the need to update call trees and phone lists for communication. The issue with that is always making sure that everyone in the organization understands the importance of that and someone is tasked with making updates on a	Oneida Emergency Management, Communication, Division Directors/Department Heads	Ongoing-develop within 6 months – update yearly

Core Capability	Objective	POETE	Improvement Action	Action POC	Start-End Date
	Emergency Operations Center response & recovery operations,		regular basis. This is easier now that these call trees and lists can be edited electronically.		
Operational Communications	See Above	Exercising	10. A functional exercise is mentioned in improvement action #8 and generally functional exercises are very effective for evaluating communication plans and flow of information including public notification messages as well as public information.	Oneida Emergency Management With the assistance WEM Staff	Ongoing – develop exercise within 9 months
Situational Assessment	<p>Discuss the ability to establish, utilize, and apply current plans that are in place and identify other areas where planning needs to occur for the response entities in response to a severe weather event that necessitates the opening of the Oneida Nation Emergency Operations Center (EOC).</p> <p>Including</p> <ul style="list-style-type: none"> • Create, train, exercise, evaluate and revise emergency operations plans & procedures • Facilitate effective & timely access to emergency operations plans & procedures 24/7 • Conduct information sharing procedures, with supporting technology, at the Incident Command Post and Emergency Operations Center to support development of a common operating picture among 	Planning Training	11. One interesting issue that the participants did not have an answer for is how many key people in the Tribe have a second in command or back up that can fill in for them in the event that they are not available? Clearly that was a concern and a review and a plan should be undertaken to identify key positions where there are no backups and remedy that if possible through planning and training.	Human Resource Department, Oneida Business Committee, and Emergency Management	Ongoing – ensure positions are identified and training is identified and provided as necessary

Core Capability	Objective	POETE	Improvement Action	Action POC	Start-End Date
	stakeholders <ul style="list-style-type: none"> Coordinate with subject matter experts among impacted stakeholders to gather relevant information to assist in response & recovery strategy 				
Situational Assessment	See Above	Planning Training	12. One issue that was discussed periodically during the exercise was the expectations of some of the citizens. There is a clear concern that some tribal citizens are unrealistic in their expectations on how the political and public entities of the tribe will respond during a disaster. This may take some education on the part of leaders in the tribal community on how they as citizens can protect themselves and their families. This may involve public service announcements, and the handing out of materials, as well as some outreach. This may be a long term solution and the tribal authorities may have a better idea of what may be needed.	Oneida Business Committee and Emergency Management and Communications	Ongoing – develop schedule for community outreach and education
Situational Assessment	See Above	Planning Training	13. Another issue that emerged during the exercise is the fact that tribal elections often times bring new people into positions of authority and there needs to be a way that new leaders can be given the valuable information that they need about emergency management whether it be seminars, workshops, other types of trainings, or reviewing plans and procedures.	Oneida Business Committee and Emergency Management	Ongoing – develop annual trainings and transition education for BC
Situational Assessment	See Above	Planning Training	14. Even veteran operations people sometimes need a refresher on the difference between the Incident Command Post and the Emergency Operations Center and how they can work together efficiently. Future training and	Oneida Emergency Management	ongoing

Core Capability	Objective	POETE	Improvement Action	Action POC	Start-End Date
			exercises can be held regarding that aspect of training.		
Situational Assessment	See Above	Planning Training	15. Recent training on keeping good financial records and documents was held for the tribe and a great deal was learned from that and because of that training several departments that attended that training decided to review and modify their current plans and procedures. Those revised plans need to be evaluated during in house drills, trainings, and exercises in order to verify that they will work and become second nature to the people that are using these plans and procedures.	Oneida Emergency Management and all Departments/Divisions of the tribe	Ongoing – develop exercises to practice on yearly basis
Situational Assessment	See Above	Planning Training	16. There were a number of excellent planning and training issues that developed during this exercise. One that is of concern to Emergency Management is what do the tribal leaders see as the role of the Emergency Management Director so that their expectations are met? The EM director is only one person and how they will be utilized needs to be established in advance of any disaster and EOC opening. Review and development of plans of the EM Directors role need to be defined in the planning process.	Oneida Business Committee and Emergency Management	Ongoing – yearly evaluations
Situational Assessment	See Above	Planning Training	17. One issue that was not discussed at great length during this exercise but none the less was important was in a disaster such as was simulated there will be a number of tribal entities needing assistance such as the elderly, nursing homes, and others. The participants talked about how to prioritize this. The use of incident action plans and ICS forms can assist with	Oneida Business Committee and Emergency Management and all critical facilities for Oneida Tribe	Ongoing – incident prioritizes response protocols

Core Capability	Objective	POETE	Improvement Action	Action POC	Start-End Date
			those types of things in pre-planning as well as during the real event. Making those forms part of the planning process should be explored (see appendix D).		

APPENDIX B: PARTICIPANT FEEDBACK SUMMARY

ONEIDA NATION ICE STORM/POWER OUTAGE

TABLETOP EXERCISE - SEPTEMBER 29, 2015

COMPILATION

Assessment Factor		Strongly Disagree			Strongly Agree	
		1	2	3	4	5
Scale of Answer Options		1	2	3	4	5
Total number of surveys completed: 13	No answer	Number of participants indicating each answer				
a. The exercise was well structured and organized.			1		2	10
b. The exercise scenario was plausible and realistic.		1			2	10
c. The facilitator/controller(s) was knowledgeable about the area of play and kept the exercise on target.	1					12
d. The exercise documentation provided to assist in preparing for and participating in the exercise was useful.			1	1	1	10
e. Participation in the exercise was appropriate for someone in my position.		1			1	11
f. The participants included the right people in terms of level and mix of disciplines.		1	1		4	7
g. This exercise allowed my agency/jurisdiction to practice and improve priority capabilities.			1		4*	8
h. After this exercise, I believe my agency/jurisdiction is better prepared to deal successfully with the scenario that was exercised.		1			2**	10

*We need to improve more

**Need to work on this even more

1. Based on the exercise today list the top 3 strengths.

Situational analysis of areas of concern when "manning" the EOC

We have our own Emergency Management staff in addition to county coverage

Lots of resources and partners, existing procedures and plans

Mutual aid agreements, dedicated emergency management personnel

Hearing the different perspectives from those that would be involved such as BC, Environmental, OPD, DPW, etc.

Open and honest sharing of information

Some infrastructure is in place for EOC

We have a lot in place; EM Director knows her role

Chair/Vice Chair can declare disaster (ex. Vs. some other areas have to declare a meeting first)

Good basic structure of contacts

Good to have everyone at the table to describe their role in emergency/disaster

Overall approval process to activate EOC/Emergency Chair, Vice Chair, Kaylynn, Ratify three days after approval from OBC

Many of the business have plans in place

Coordination occurs pretty well

Have EM Director running point on preparedness

EOC and declaratory structure already in place

Assets available, good structure in place, good collaboration

We have support from government

Necessary entities are on the same page about importance of readiness

Already have a good foundation in place, but with improvements

Resources and procedures are there within individual areas

We have an EM Director

We have a physical location set up for an EOC

We have resources and staff to address emergencies

Communication – leadership - finance

2. Based on the exercise today list the top 3 areas that need improvement.

Review mutual aid beyond two immediate counties

Need to review or develop the procedure for reporting expenses

Community education on emergency preparedness, roles & responsibilities

Clarification, public elections and internal follow ups need to be solid, updating policy and procedures

Update any existing policies, procedures and phone trees

Knowing specific duties of EOC members

Improving documentation of resources for identifying costs

Becoming more familiar with the back-ups to EM Director

Employees in the operations also need to be aware of procedures in emergencies

Action plan for Business Committee, Secretary stated ifs outdated

Emergency file kit, EOC file go-kit in jump drive with documents

Communication plan for community

Preparedness, updating the process each year, should be part of transition with each new elected body (OBC) which occurs every three years

Communication after an incident happens

Communication is a huge concern

Update plans, procedures

Training is needed for accounting – dedicate

Role, responsibilities specifics/clear/defined

Communications can always be improved

Establishing priorities of who gets helped first (nursing home, elder, etc.)

Review policies, check lists in place, who should show up at EOC

Call trees

Policies, procedures, review

Update communication phone trees

Community education

Communication and coordination

May need to update our current plans and policies and train on them

Making our community aware of their responsibility

Need to streamline our accounting of expenses

Policies updated

3. List the applicable equipment, training, policies, plans, and procedures that should be reviewed, revised, or developed. Indicate the priority level for each.

Update emergency contact numbers for EM personnel

Review and update policy and procedures as needed and when BC transitions

Training for chair & vice chair every transition year is critical

Execution of tabletops for community care organizations is key for real life events

Equipment and staff tracking on spreadsheets

Update phone trees and process to keep them updated

Emergency Planning Team should start meeting again

BC should have a quick reference guide at fingertips or on desktops for employees; include the correct phone numbers; review current plan to ensure it is updated

Would like a live drill for Oneida

SOPs need to be updated/reviewed for Business Committee

Training for finance personnel for disaster (track expenses, volunteer man hours)

Every three years the business committee transitions. A list of phone numbers for all elected officials to be provided to all agencies within the tribe.

All policies should be reviewed

Attempt to address public's unrealistic expectations – educate in advance

Accounting – tracking and documenting expenses – need training

Are we 2 or 3 people deep in personnel where necessary?

Actual functional exercise

Review and update emergency response plan tribal wide

Ensure the tools, systems & resources are available and functional

Communication plans – coordination with technology - need update

What triggers for back-up if EM director isn't here?

I like the "go-kit" for the EOC

APPENDIX C: PARTICIPANT SIGN IN SHEET

5005.4.4 SUPPLEMENTAL EXERCISE FORMS



WISCONSIN EMERGENCY MANAGEMENT

Sign-In Sheet

COUNTY: Oneida Tribe of Indians TYPE OF EXERCISE: Table Top
 EXERCISE OFFICER: _____ LOCATION: Oneida - BC Conference Room
 DATE: 9/29/2015

	Name	Agency/Department	Phone Number
1.	Haylynn Cronheim	EM Director	920-869-6630
2.	STEVE FENSKE	WEM	920-929-3730
3.	Eric Boulanger	OPD	920-869-2239
4.	David P Jordan	OBC	920-869-4483
5.	Liza Summers	OBC	920-869-4478
6.	Pat Peikv	EH+SD/DOLM	920-869-4590
7.	Bob Keck	Risk Mgmt.	920-490-3570
8.	Bruce DANFORTH	DPW	920-869-1059
9.	Jacque Boyle	DPW	920-869-1059
10.	Fann Billi	OBC	
11.	Melinda J. Danforth	OBC	
12.	Tehasi Hill	OBC	
13.	Tina Danforth	OBC	920-869-4354
14.	Ed Sheppard	WEM	
15.			
16.			
17.			
18.			
19.			
20.			

APPENDIX D: ICS FORM- 201

ICS Form 202

INCIDENT OBJECTIVES	1. INCIDENT NAME	2. DATE	3. TIME
4. OPERATIONAL PERIOD (DATE/TIME)			
5. GENERAL CONTROL OBJECTIVES FOR THE INCIDENT (INCLUDE ALTERNATIVES)			
6. WEATHER FORECAST FOR OPERATIONAL PERIOD			
7. GENERAL SAFETY MESSAGE			
8. Attachments (☑ if attached) <input type="checkbox"/> Organization List (ICS 203) <input type="checkbox"/> Medical Plan (ICS 206) <input type="checkbox"/> Weather Forecast <input type="checkbox"/> Assignment List (ICS 204) <input type="checkbox"/> Incident Map <input type="checkbox"/> <input type="checkbox"/> Communications Plan (ICS 205) <input type="checkbox"/> Traffic Plan <input type="checkbox"/>			
9. PREPARED BY (PLANNING SECTION CHIEF)		10. APPROVED BY (INCIDENT COMMANDER)	

Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~12 / 23 / 15~~ 01 / 13 / 16

EXCERPT FROM DECEMBER 23 2015: Motion by Lisa Summers to adopt the agenda with the noted change [defer section XIV. Reports to the January 13, 2016, regular Business Committee meeting], seconded by Jennifer Webster. Motion carried unanimously.

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.



Oneida Tribe of Indians of Wisconsin

Oneida Nation Ombudsman
 P.O. Box 365
 Oneida WI 54155
 Phone: (920)-490-3717
 Toll Free: 1-888-490-2457
 Fax: (920)-490-3799

Oneida Office of the Ombudsman Quarter 4 Report/Update July, August, September; 2015

Dianne McLester-Heim; CO-OP Ombudsman

General Overview:

The Oneida Tribe of Indians of Wisconsin created the Office of the Ombudsman (OoO) via a directive of General Tribal Council (GTC) on July 11, 2005. The directive specifically stated that an Ombudsman was to be created to “listen to the concerns of the employees of the health center and tribal community members.” The OoO seeks to promote fairness and equity by functioning as a designated neutral advocating for “fair process” and positive resolution at the lowest level possible. In this capacity the OoO does not represent any party or entity in the pursuit of just, fair, and equitable administration of process and delivery of services for all.

As an independent impartial party, the OoO receives ongoing oversight from a top level of management (currently the Oneida Business Committee) while being ultimately accountable and responsible to GTC. As an informal and confidential party, the OoO does not participate in formal actions and holds the highest level of confidentiality possible for those with whom it has contact. The OoO also does not demand actions but rather assists in the identification of concerns, potential resolutions, and offers services and recommendations to reach resolution and positive improvement.

Vision:

To ensure the consistent application of utilizing equality, fairness, respect, value, and objectivity for all in the development of systematic processes and the provision of services across the Oneida Nation.

Mission:

To provide a confidential, neutral, and informal route for individuals or groups to bring forward questions, concerns, complaints, or suggestions for the purpose of preventing or resolving problems in a fair and equitable manner. The Oneida Ombudsman addresses issues in an impartial and objective manner to assist with the development of options and suggestions to resolve problems, develop processes, and ensure services are provided in a fair and equitable manner.

Strategic Priorities:

1. Organizational excellence & exhibiting ‘best practices’ in performance and service
2. Improve public administration
3. Awareness, Accessibility, & Responsiveness
4. Promote administrative justice/improvement

Actions and activities:

The OoO works on initiatives and activities which fall within the four strategic priorities that have been identified by the office. The strategic priorities have been set to align with the Four Strategic Directions as identified by the Oneida Business Committee. Overall, the initiatives and activities of the OoO are based upon the concept of continuous growth and positive development of the Oneida Nation.

1. Organizational excellence and ‘best practice’

- Continuing to correlate information and resources for the creation of a draft recommendation regarding a Complaint Management and Complaint Handling System with respect to Governments, Organizations, and Programs.
- Maintain connection with professional network of Ombudsman to stay abreast of current hot topics, tools, and resources
 - Continually seeking and preparing for professional development opportunities both local and those connected to the International Ombudsman Association and professional facilitation and mediation groups. This is for the purpose of office use and continuation of certification as a Certified Organizational Ombudsman Practitioner.

2. Improve public administration

- Work with areas and departments within the organization to assist in collaborative initiatives for organizational growth and development.
 - Elder Services and CHD, Community Service Team via Behavioral Health, Budget sessions, Long-term Care initiative, Dialysis Center review, and HRD hiring and compensation)

3. Awareness, Accessibility, and Responsiveness

- Identify work to be done in the next fiscal year to help improve community and organizational awareness of the Office of the Tribal Ombudsman
- Continue to create and implement plans for increasing the interaction of the OoO with specific organizational areas such as Comprehensive Health departments (including Behavioral Health), Human Resource, Child Care departments, and other potential areas where collaboration can increase the effectiveness of service delivery
 - Input on policy development from the perspective of the OoO to decrease future conflict or discrepancy
 - General facilitation of collaborative work between departments
 - Facilitation of organizational and community interactions
- General numbers of individual matters coming to the Office of the Tribal Ombudsman by organizational area:
 - Comprehensive Health Division 26
 - Provider/staff related 7
 - Customer service interactions
 - Pharmacy services 8
 - Understanding Policy
 - Purchased Referred Care 6
 - Access to Service 6
 - Internal Services 3
 - Licensing matter
 - Internal process questions
 - Governmental Services 10
 - Child Support 6
 - Economic Support 3
 - Fitness Center 1
 - General Process Questions 13

- Hiring
 - Benefits
 - Housing
 - Access to care with in Health Division
- General Resource Questions 15
- 4. **Promote administrative justice/improvement**
 - Work with various aspects of the Oneida Tribal Organization in the development of policy, procedure, and process by providing the services of an Organizational Ombudsman as an identified neutral as matters are worked on.
 - Facilitate conversation and interaction between service components of the Oneida Tribal organization for the purpose of improving working relationships and collaborative work as organizational, policy, and process changes are explored for the improvement of service delivery and functionality of the Oneida Tribe.

Identified actions going forward:

- Finalization of the updates to office process and procedure to be completed within the first quarter of FY16. This is to include an SOP for customer service as it relates to communication with consumers, an update to the intake process, an outline for anticipated response and resolution time frames, and data to be retained and tracked by the OoO.
- Revamp of the strategic plan for the OoO to ensure it is aligned with the identified strategic directions as identified by the OBC. This includes ensuring goals and measures are set utilizing the same language for improved clarity and understanding.
- Increased interaction with the LOC as identified and suggested by OBC members as process and policy development occurs to increase communication between trending data of the OoO and Oneida's Legislative process.
- Revamp of the structure of the OoO reports for the improvement of clarity and understanding to meet the identified requested information from leadership and the Oneida Community to be implemented with FY16.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:



Primary Requestor:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Additional Requestor:

Development Division

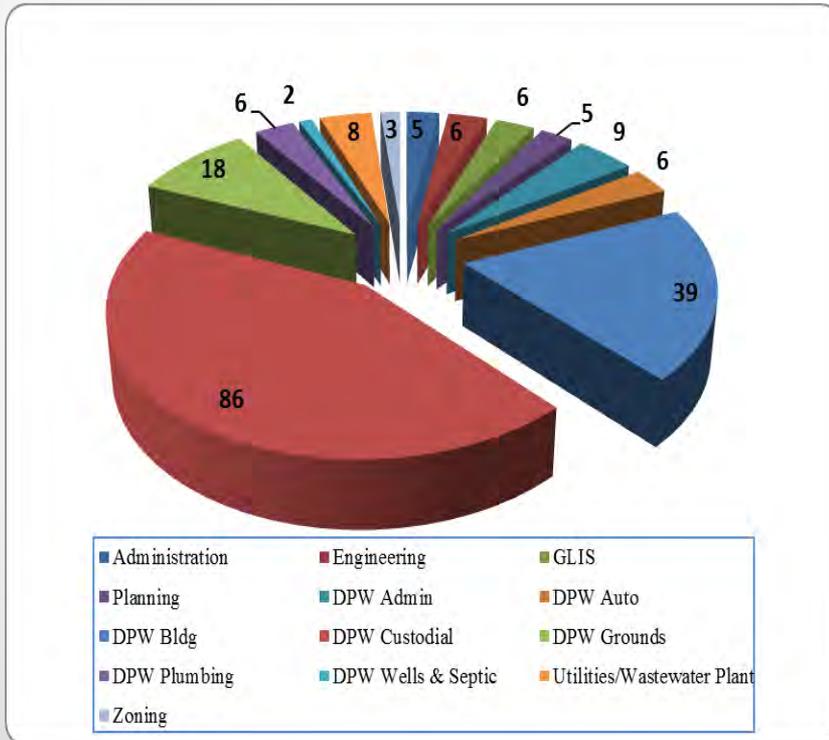
Development Branch – Troy D. Parr
Operations Branch – Bruce Danforth
Wastewater/Utilities – Scott Cottrell

Quarterly Report: January, 2016

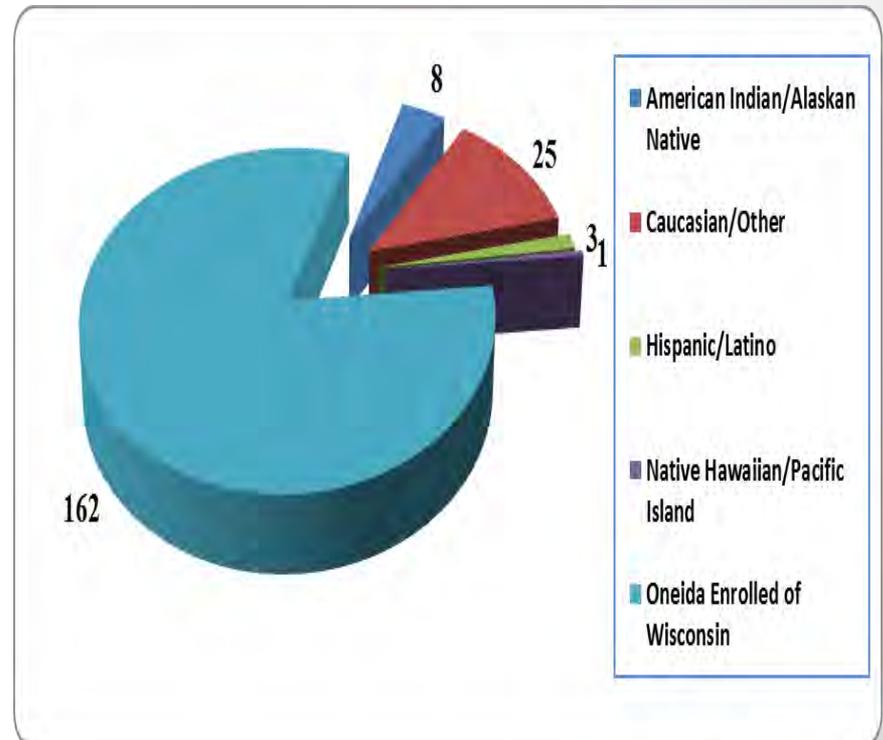
Development Division – Quarterly report

- The strategic mission of the Development Division supports the overall physical well-being of our nation as expressed by planning, designing, constructing and maintaining the Tribal facilities, space and physical systems and provide accurate corresponding data to the nation.
- The Development Division consists of GIS, Planning & Statistics, Transportation Planning, Engineering, Zoning, Utilities/Wastewater Treatment Plant and the Department of Public Works. DPW include; Plumbing, Facilities, Groundskeeping, Custodial, Automotive, Fleet and Roads.

Employees by Department



Tribal Members vs. all Others



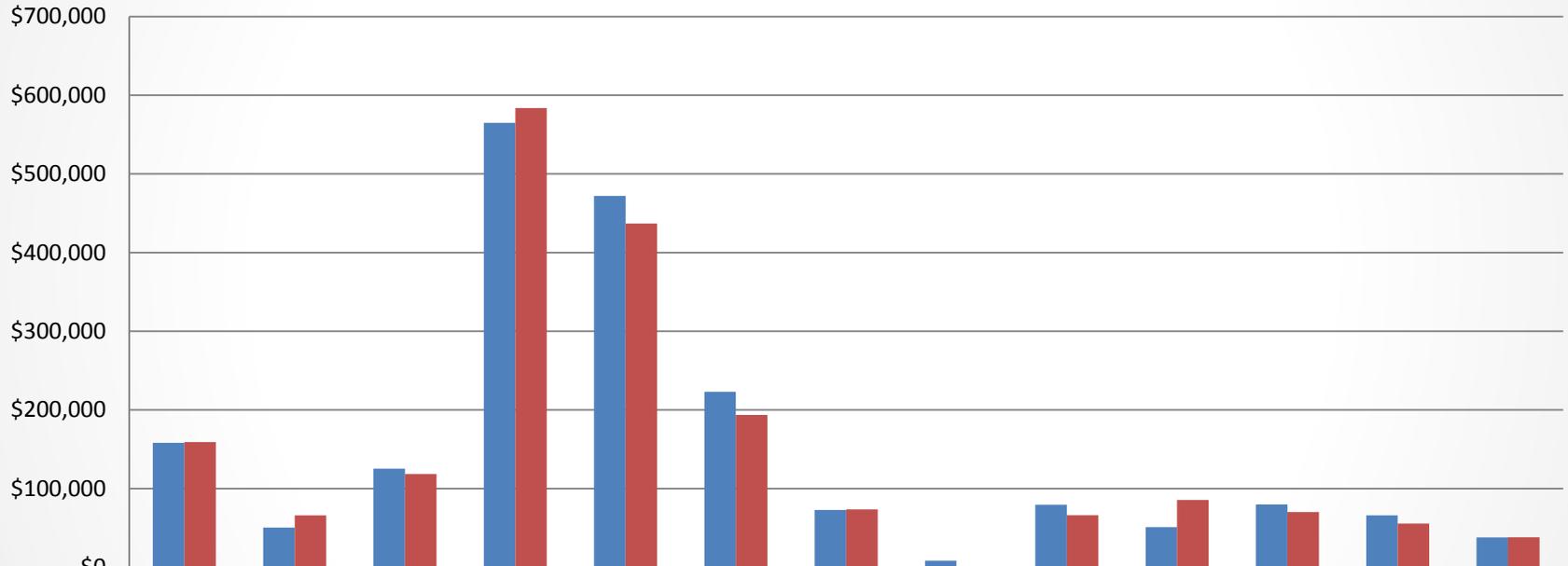
Development Division – Quarterly report

Budget through December 2015 (Development Division is 1.31% better then budget)

Department	Budget	Actual	Variance	%
Utilities	\$158,105	\$159,010	-\$905	-0.57%
Plumb	\$50,410	\$66,030	-\$15,620	-30.99%
DPW Admin	\$125,423	\$118,560	\$6,863	5.47%
Custodial	\$564,821	\$583,627	-\$18,806	-3.33%
Facilities	\$471,892	\$436,820	\$35,072	7.43%
Grounds	\$223,004	\$193,524	\$29,480	13.22%
Auto	\$72,759	\$73,610	-\$851	-1.17%
BIA Roads	\$8,250	\$0	\$8,250	100.00%
Planning	\$79,481	\$66,216	\$13,265	16.69%
Engineer	\$51,004	\$85,491	-\$34,487	-67.62%
GLIS	\$79,877	\$70,245	\$9,632	12.06%
Zoning	\$65,890	\$55,457	\$10,433	15.83%
Wells & Septic	\$37,934	\$38,114	-\$180	-0.47%
BIA Advanced Funding	-\$6,147	\$6,440	-\$12,587	204.77%
Transportation Planning	\$20	\$0	\$20	
Tribal Transportation	\$0	\$4,281	-\$4,281	
Community Fire	\$0	-\$253	\$253	
Total FY15	\$1,982,723	\$1,957,172	\$25,551	1.31%
Update: January 4, 2016				
James Petitjean, Sr Budget Analyst				

H:devmemo.ppt

Development Division - FY16 Budget to Actual Semi-Annual Report



■ Actual	\$158,105	\$50,410	\$125,423	\$564,821	\$471,892	\$223,004	\$72,759	\$8,250	\$79,481	\$51,004	\$79,877	\$65,890	\$37,934
■ Budget	\$159,010	\$66,030	\$118,560	\$583,627	\$436,820	\$193,524	\$73,610	\$0	\$66,216	\$85,491	\$70,245	\$55,457	\$38,114

- Communication for the Division - With this report, we have begun the new year reporting as one division again. We will continue to process information to all appropriate Managers and staff in an efficient and effective manner.
- Project List by Department:
 - Engineering – (Contact Paul Witek: 920-869-4543)
 - Oneida Judiciary Center
 - Health Center Miscellaneous
 - Elder Services/Apartment Improvements
 - Oneida Fishery Restoration
 - Social Services Building Remodel – Phase V
 - Building Demolitions
 - SEOTS Community Center
 - Elder Village Infrastructure
 - Community Signage – Phase II
 - 54 One Stop Replacement
 - Oneida Nation High School
 - Park Upgrades Phase I
 - Green Earth Trailer Court Enhancements
 - Cemetery Improvements
 - Elder Village Cottages
 - Uskah Village Infrastructure
 - Uskah Village Apartments
 - OCHC Pharmacy Remodel

- Engineering (continued...)
 - Early Head Start Facility
 - Oneida Golf Enterprise Remodel – Phase I
 - Water Main Loop
 - NHC Remodeling – Phase VIII
 - Business Park Storm Water
 - Oneida Fishery Restoration – Phase I
 - Residential Home Sites
 - Solar Electric Deployment Assistance
 - Miscellaneous Small Projects

Development Division – Quarterly Report (Departmental Updates)

- GIS:

Current projects; Flood Plain, Burial Site, Emergency Planning; Mapping; GIS 911 System Coordination; Facility Management/GIS Component Research; Indigenous Planning Data; Ownership Project/Land Research; GIS Intranet Interface; LUTU Update; Field Verifications/Research; Allotment Research. All projects are on schedule for completion. Employee training for Instructional Data base Design is completed. Realigned the GLIS department; Deployment of GLIS Intranet; Coordinating well with other departments to get our projects completed. The department has been achieving on the average of 61% increase in each workload and are handling the requests well. (Vacant positions: 0 ; Celene Elm, manager)

- Engineering:

Currently, Tribal approval processes are requiring a significant amount of our time with little added value to the organization. This takes the Project Managers attention and time away from managing the projects. Heavy workload has made timely replies to requests difficult. Current project status: Oneida Judiciary Center – Finalizing bid documents for mason try repair work; Residential Home Sites – Reviewing potential properties for development before issuing RFP for design services; Fishery Restoration – Phase IA construction work is nearing completion.; SSB Remodeling Phase V – Working on Facility Master Plan to incorporate into projects CIP Package; SEOTS Community Center – Coordinating bid documents for roofing an fascia work; Elder Village Infrastructure – Design Phase II; Community Signage – Signs in fabrication process, installation in December and January; Mason Street Casino Expansion – Parking Lot Expansion construction work nearing completion will be spring site restoration and concrete work; Oneida 54 One Stop – Demo Complete and construction underway; Park Upgrades phase II – Flying Leaf Park Lacrosse field and parking under construction. Will be spring site restoration work; Cemetery Improvements – Installing additional monitoring wells and working on hydrogeology study; OHA Housing – Construction of Green Valley homes complete; Elder Village construction nearing completion; Uskah Village – Infrastructure Project construction is underway. Apartment Building construction will start in spring; Early headstart facility – Waiting on GTC approval; OGE Remodel Phase II – In process of awarding design contract; Water Main Loop – IHS designing new wells and water main loop. Project is EPA Grant funded. Well portion of project will be installed December/January; HNC Remodel Phase VIII – Window replacement design is underway.; Business Park Storm water – Preparing RFP for design services; (Vacant positions: 0; Paul Witek – Senior Tribal Architect).

Development Division – Quarterly Report (Departmental Updates)

- Oneida Housing:

Green Valley Subdivision: (Powless Dr. & Metoxen Ln.)

(3) Split Levels – Home Owner

All Three Split Levels are occupied

(5) Duplexes – Ten Units - Rentals

Seven of the Ten Units are occupied

One of these Duplexes is located on Henry rd. (to be occupied by Elders)

Elder Village Subdivision: (Henry Rd.)

(2) Cottage A's – Elder Rentals

Interior – Punch list to be completed by the end of December

Exterior – Punch list to be completed by the end of this week (weather Permitting)

(6) Cottage B's – Elder Rentals

Interior – Punch list to be completed by the end of December

Exterior – Punch list to be completed by the end of this week (weather Permitting)

Uskah Village: (Extension of Metoxen Ln. to Overland Rd.)

Infrastructure -

The top soil has been pushed up into piles to clear the path for the roadway and to build up the apartment sites. Work for the sewer and water will begin at the end of December and continue until winter weather permits and finished in the spring of 2016 Townhome Apartments.

This building consists of four separate two bedroom apartments with garages (2 with lofts and 2 without)

This project is to begin work in the spring of 2016.

Development Division – Quarterly Report (Departmental Updates)

- Planning & Statistics:

Our purpose is to “Enhance quality of Life of Oneida Community by identifying appropriate development based on community needs and input.

- Currently waiting for Finance to schedule meeting with consultant for Economic Development.
- Dialysis Center Assessment
- MBK Initiative
- Behavioral Health Surveys – Working with Mari Kriescher on electronic formats of several patient and staff surveys.
- Comprehensive Housing Plan – Currently in draft form.
- Contractor bidding survey – Survey distributed and currently collecting responses.
- Oneida Service Agreement – Sent data regarding population in Oneida.
- Immersion Academy Evaluations – Assisting Anita development survey instructions to assess Immersion Academy.
- Sign Project – 37 signs for buildings, parks, places of interests and natural areas being implemented.
- Central Oneida Area Development Plan - Assisting with transportation improvement in Central Oneida to include proposals for a walkway overpass, sidewalk improvements and a trail hub. Assisting with the development of an Education Corridor.
- Micro Housing Initiative – Design and development housing units for single and two person households (concept paper being developed)
- Elder Services Improvements - Assisting construction manager to develop Capital Improvement Package for Elder Services Garage.
- Community Trails – Assisting in the development of comprehensive trail system. Status – Exploring the possibility of a safe routes to school planning grant through the State of Wisconsin or the next phase of the project.
- Elder Village Infrastructure Phase 2 – Assisting Construction Manager with the neighborhood design, planning of housing sites and identifying infrastructure improvements. Status: Several phases of the project being implemented and future elder services and micro home phase being planned.

Development Division – Quarterly Report (Departmental Updates)

- Planning & Statistics (continued...):
 - ❑ Beachtree Housing Area (HBO) – Assisting project team with neighborhood design, planning of housing sites and identifying infrastructure improvements.
 - ❑ West Mason Street Corridor Study – Working with the Transportation Project Manager to support a West mason Street Corridor study through the State of Wisconsin.
 - ❑ Oneida Public Transit Garage – Continuing search for location or an existing facility.
 - ❑ Early Head Start Facility – With the passing of the 2016 Budget, this project will resume the original plan of building onto the existing Head Start in 3 Sisters.
 - ❑ Transportation Planner update
 - There has been numerous flooding events within the reservation due to the record rainfall for the month. This has caused home owners to worry about flooding to their homes.
 - Site 1 – This project is 100% complete. The basketball court will be reinstalled in April 2016. There were some concerns in putting the court in due to the ground settling.
 - Standing Stone Drive – New bituminous surface complete.

- Utilities/Wastewater Treatment Plant:
 - ❑ August 28th, 2015 three invoices were sent to accounting to be paid totaling \$17,573.17. On November 5th, I was contacted by one of the vendors and noticed the checks were never cut for payment on these invoices; Therefore they are reflected in our November financials which should be FY 15 expenses.
 - ❑ Community Wells, Pump houses and Water Main Loop – IHS project – Update: Part of Phase 1 was completed in FY 15 which consisted of the Test Well, Exploratory Sol Borings and Ground Water Study. Mau & Associates will be working on the legal description for the Drilling to complete Phase 1 of this project. Tentative start of Phase 2 will begin after completion of the Well Drilling sometime in Spring of 2016.
 - ❑ Water Loss Mitigation – Contract has been approved and requisition sent to accounting for a Purchase Order.
 - ❑ I & I Study (Infiltration and Inflow) – This project is not expected to begin until Spring of 2016. No paperwork has been started yet nor a project number assigned. It will eventually be an HIS awarded project of \$148,000.

Development Division – Quarterly Report (Departmental Updates)

• Utilities/Wastewater Treatment Plant (continued...):

- ❑ August 28th, 2015 three invoices were sent to accounting to be paid totaling \$17,573.17. On November 5th, I was contacted by one of the vendors and noticed the checks were never cut for payment on these invoices; Therefore they are reflected in our November financials which should be FY 15 expenses.
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• Zoning Department:

- ❑ Current projects we are working on – 54 One Stop; Lacrosse Field; Green Valley (Conditional Occupancy will be issued); Beach House; Pharmacy remodel.
- ❑ The department is continuing to handle property complaints.
- ❑ We have issued 116 Building Permits; 15 Land Use Permits; 8 Sanitary Permits.
- ❑ Permit revenue as of this date is \$19, 594.46

Development Division – Quarterly Report (Departmental Updates)

- Department of Public Works:

***From the desk of the Operations Branch Division Director: The first snow fall of the this season was extremely dangerous and very difficult to remove. Under the 13.5 inches snow was about 1 inch of ice which made the situation of removal of the snow time consuming. This was one the worst snow storms we have dealt with in many years, the conditions made it hard on the equipment and the staff. I'm sure we will encounter a few more storms like this caused by global warming situations. DPW top priorities are the nursing home, casinos, retail, OHC, and all other tribal operations after that.

- ❑ Automotive – Currently completing orders for repairs and maintenance on departmental Tribal Vehicles in a timely manner while continuing to monitor budgets. In the 4th quarter, we have completed 275 work orders on tribal vehicles.
- ❑ Groundskeeping – BP Concrete removal is completed; Oneida 54 One stop demo is completed ahead of schedule; Continuing to clean up debris at the Cemetery.
- ❑ Fleet – For the 4th quarter twenty-seven (27) departments have requested vehicles for out of town training. Also we want to reiterate that when departments get new vehicles they need to return the old vehicles. We are trying to keep the fleet total under 200.
- ❑ Wells and Septic – Continuous Projects in our scope are IHS Scattered Site Project Funded by HIS \$332,200.00 Onsite Wastewater Improvement funded by EPA \$340,000.; OWWI BE 12-G98 Project – data base POWTS Maintenance program; Working to alleviate ground water issues in the Oneida Community Cemetery; Oneida Lake Bathroom Project received new septi9c and bathroom facilities; Tall Feather way water pumps to prevent flooding in homes. Wisc Indian Veteran's Green House – Excavation, gravel and site work.

Development Division – Quarterly Report (Departmental Updates)

Wells & Septic continued

❑ Program goals:

- Inventory of tribal POWTS sites, by road and address
- Inspect document sites and enlist under tribal jurisdiction.
- License to inspect sites with POWTS and private well water sites.
- Soil testing and basement evaluation for new sites/existing.
- Encourage tribal members to be under the tribal jurisdiction.
- Provide education to tribal members for preventative maintenance for POWTS.
- Provide WSLH water samples for tribal members, address metals as needed
- Setup data base for all tribal POWTS.

❑ Highlights:

- Oneida Lake bathroom project: Installed a new septic system and have installed the lavatories, pressure tank and connected to the water supply.
- Monitoring wells at the Oneida Cemetery – Plumbers measure the ground water levels from each well to see how well the drainage systems are working. So far they indicate it is removing water from the site.
- Tall Feather Way Housing Site dewatering – Some of the home owners in this site had problems with flooding and/or moisture in the basements because of high groundwater. Additional pumps were installed and replaced the drains with the 4” PVC sewer pipes. This has made a huge difference for the homeowners who now have dry basements.
- Work Completed: Septic Systems installed – 4; New Wells, Well Renovation and New Water Supply – 3; Emergency Well & Septic – 21; WSLH & Badger Lab Water Samples – 4; Emergency Pumping – 11; Inter-tribal projects – 7.

Development Division – Quarterly Report (Departmental Updates)

- ❑ Custodial - We are still have the problem of healthy productive workers due to the fact our employees are up in age and can't do the physical labor as they once could. We hire from a pool and can not interview perspective employees. We continue to get compliments of our inventory and equipment staff as to how quick and willing they are to help when needed.
- ❑ Project Updates
 - SSB Stripping and finishing of hard floors – The floors are taking a longer time because they have not been stripped for a few years due to cost containment, and it is harder to get the wax and sealer removed.
 - Equipment Tech Department – DPW Custodial is getting ready to do an On-Site Custodial Equipment inventory.
- ❑ Facilities – The DPW Facilities department provide preventative and on-demand maintenance of facilities. The facilities are maintained according to all building codes, licensing requirements, and funding agency specifications so that they may continue to support the delivery of a wide range of governmental services. By coordinating the maintenance, inspection, and permitting of the life safety systems through DPW Facilities, the tribe incudes financial savings through efficient scheduling, volume discounts on supplies and extended life of equipment.
 - During the fall, heating systems are given special attention so they are well maintained going into the heating season. There have been a few building's that have had leaks around windows that have been difficult to troubleshoot the cause but are making progress. Due to heavy amounts of rain, we had water issues at Parish Hall that needed immediate attention when Sump Pump failed Will need to continue monitoring this closely.
- ❑ The Facilities Departments heads up the Facilities Management Team and reports to CDPC. Recent moves include GLIS to LBDC which allows DOLM to rent out that building, various office moves within SSB, Tourism moved to the Print shop for better coordination and use of resources, obtained approval to move Headstart to the vacant childcare area of NHC.

Development Division – Quarterly Report (Departmental Updates)

Facilities continued.

- Have implemented a tribal wide electronic recycling process in which work orders are utilized to bring all electronics to the DPW location. DPW then contracts with a recycling vendor to have printers, computers, TV's, misc. electronics recycled. Participation on HRD Team for compensation/retention recommendations to be made. Participating on Solar Panel project Team and 54 One Stop CIP project team.
- Language House – Repaired water leak from exterior wall and resolved drain issue. Replace drywall, installed new flooring, painted basement office, have one more office to paint downstairs.
- Archiquette Building – Installed new electrical serve, and replaced lighting fixtures.
- Health Center – Addressed water issues around windows that was due to improper window installation.
- Printshop – Replaced flooring in 2 office areas; replacing flooring on mezzanine; painted offices; cleaned out storage area.

Archived Work Requests by Problem Type					
		Month			
Problem Type		Total	2015-10	2015-11	2015-12
Total	Number of Requests	700	190	192	303
CARD ACCESS	Number of Requests	6	1	2	3
CLEANING	Number of Requests	10	3	4	3
CONSTRUCTION	Number of Requests	3		1	2
COOLER/FREEZER	Number of Requests	7		3	4
DAMAGE	Number of Requests	2	1		1
DISPOSAL	Number of Requests	16	1	10	5
DOOR-LOCKS-KEYS	Number of Requests	22	3	10	9
ELECTRICAL	Number of Requests	48	5	9	34
ELECTRICAL PROB	Number of Requests	7	3		4
FLOORING/CEILING	Number of Requests	2		1	1
FURNITURE RELAT	Number of Requests	73	33	16	24
GENERATOR	Number of Requests	1			1
GROUNDS	Number of Requests	11	1	3	3
HVAC	Number of Requests	104	37	22	40
HVAC-PM	Number of Requests	26	4	4	18
LIGHTING	Number of Requests	38	7	12	19
MAINTENANCE	Number of Requests	163	44	50	65
OFFICE MOVE	Number of Requests	9	6	1	2
OTHER	Number of Requests	82	23	28	31
PAINT	Number of Requests	6		2	4
PARKING LOT	Number of Requests	1			
PLUMBING	Number of Requests	42	16	7	18
PREVENTIVE MAINT	Number of Requests	4		1	3
REMODELING	Number of Requests	1			1
RODENTS-INSECTS	Number of Requests	3			3
ROOF	Number of Requests	1			1
SECURITY	Number of Requests	1		1	
SIGNS	Number of Requests	3	1	2	
SPECIAL EVENT	Number of Requests	5		2	3
TABLES-CHAIRS	Number of Requests	3	1	1	1

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 1 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Brenda Skenandore, Office Manager/Environmental Health & Safety
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 accept this 1st Quarter Report as information from the Environmental Health & Safety Division.

- 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



FY16 First Quarter Report



Oneida Environmental, Health, and Safety Division
December 31, 2015

Overall Impressions of the Fourth Quarter

The first quarter of FY16 was successful. The S. Branch of the Suamico restoration project was completed. The fishing piers at Onlayote?a:ká Lake were taken out for winter and work on the bath house facilities continued. And work at the 54 One Stop got under way- storage tanks were removed and the new ones installed.

We are looking forward to 2016. In the second quarter we will provide staff with project management training in collaboration with DOLM.

Moving Toward the Practical Vision: How EHS D contributes...

Practical Vision Element	EHS D First Quarter Activities
An engaged community	Sustainable energy presentation for ONCOA
Accountable & effective government	Oversight and cleanup at the Hilltop BP and regulatory oversight at the Hwy 54 One Stop remodel including; tank removal, new tank installation, and soil sampling.
Leaders who promote positive social change	EHS D hosted the Wisconsin Tribal Environmental Managers meeting.
Living a good mind, Ka?nikuh?liyo	Went canoeing at Coyote Run and Oneida Lake with approximately 20 ONHS and W. DePere high school students- to review the wild rice bed efforts over the past few years.
Volunteerism	Work with the Oneida Sportsmen's Club
Long term sustainability plans	Exploring funding opportunities to further develop the tribe's energy program.
Create economic systems	EHS D began a partnership with the Tribal Syrup Cooperative. The cooperative supports indigenous maple sugar commerce and traditions. EHS D will provide food safety training for producers in the Great Lakes Region.



October
The 54 One Stop underground storage tank removal and building demolition.

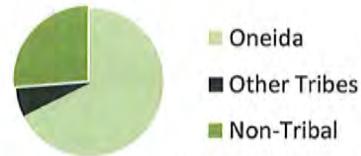


3 EHSD FY16 First Quarter Report

Personnel

FTE's	Youth Workers	WTCAC Volunteers	Total
30	0	0	30

First Quarter EHS Workforce Demographics
67% of EHS staff is Oneida



Time-Off Accrual Management

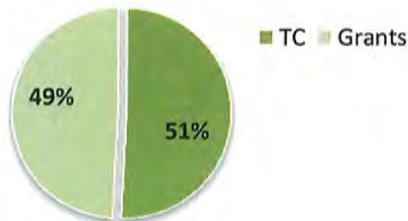
We have 8 employees over the 200 hours for vacation and personal time accruals. Each of these employees is encouraged to take time off monthly by their supervisor and to review their hours on the Employee Self Services computer site.

Travel & Training

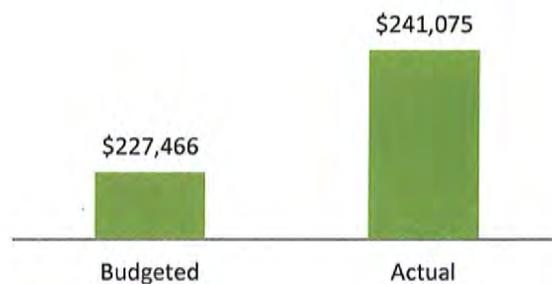
EHSD Travel for 3rd Quarter			
Travel costs were either reimbursed back to the tribe or funded with 100% grant dollars.			
Staff	Event	Location	Cost
Environmental Area Manager	EPA Region 5 Tribal Operating Committee Meeting	Tower, MN	\$409.60
Environmental Specialist/Pollution & Recycling	Recycling Strategies for Tribes	Pensacola, FL	\$941.70

Budget Update

EH&SD 1st Quarter Funding
For Period Ending 11/30/15



EHS has a Negative variance of \$13,609 as of 11/30/15.



October
Installing the fishing piers and completing the bathrooms at Oneida Lake



Grants Applied for or Received in the First Quarter		
Agency	Activities	Amount
BIA	Oneida will be partner with Ho-Chunk, Red Cliff, and the Madison Nelson Institute. The goal is to develop climate change education webinars specific to various disciplines. Example: as climate change and health professionals	\$100,000

Public Outreach, Conferences, & Events Attended

October EHSD contributed heavily to the Food Sovereignty Summit which was held October 27-28. Our role included the following;

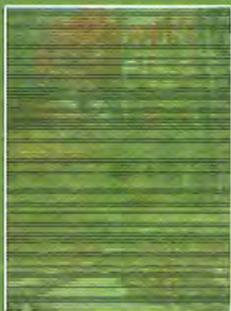
1. Climate Change Adaptation Full Day Workshop. Approximately 75 people attended.
2. Provided a tour for about 15 people on stream and wetland restoration sites
3. A presentation for about 50 about the Cultural Plants of Oneida web book and our cultural plant harvesting events
4. Approximately 50 people attended a food service regulation and food code enforcement presentation.

October Took two groups birding in collaboration with the Oneida Adventures Program. Nine people attended.

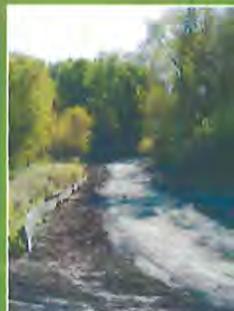
October Went canoeing at Coyote Run and Oneida Lake with approximately 20 ONHS and W. DePere high school students- to review the wild rice bed efforts over the past few years.

October Staff attended the Wisconsin Emergency Management Conference

November WI Tribal Transportation Conference, held in Oneida.



October
Fall
colors at
Quarry
Park



October
Safe Routes
Trail under
construction
near Oneida
Library



October
Harvesting
and cleaning
Bitterroot
with
community
members

November	The Occupational Safety Program provided a General Safety Course for 12 employees.
December	Presented to approximately 30 UWSP students on stream and wetland restoration.

Notable Accomplishments for First Quarter

- EHSD hosted the Wisconsin Tribal Environmental Managers meeting
- EHSD participated in the EPA Region 5 Tribal Steering Committee Meeting
- Completed the construction, stabilization, and seeding of the South Branch of the Suamico River stream restoration project.
- The Robertson Farm has agreed to transition their heifers to a managed grazing operation. An EPA grant will pay for the cost of the transition. Managed grazing is a low impact method that will contribute to improving water quality.
- EHSD was able to share its accomplishments about promoting the use of our natural areas and plant harvesting with other tribes at the Food Sovereignty Summit.
- Working with the Army Corps of Engineers to incorporate language into the revised Tribal General Permit (Clean Water Act Section 404 and 401 permits) to classify stream and wetland restoration projects as a non-reporting activity if the project has a Federal agency as a partner. This will streamline project management and alleviate a 3-9 month wait for CWA permits to be processed.
- EHSD began a partnership with the Tribal Syrup Cooperative. The cooperative supports indigenous maple sugar commerce and traditions. EHSD will provide food safety training for producers in the Great Lakes Region
- Oversight and cleanup at the Hilltop BP and regulatory oversight at the Hwy 54 One Stop remodel including; tank removal, new tank installation, and soil sampling
- Fourteen compliance assistance visits conducted at regulated underground storage tank facilities.
- Received a referral for a child with an elevated blood level for lead. Testing was completed in 2 homes where the child spends time. All tests came back negative. Follow up continues.
- Four demolition projects were completed; 1088 S. County Line Rd., 825 Orlando Dr., 218 Valley Dr., and 3677 W. Mason St.



October
EHSD provides
a tour for Food
Sovereignty
Summit
participants.



October
ONHS students
tour Coyote
Run Natural
Area to check
on the rice they
planted from
2011-2014.

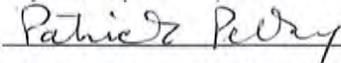
Plans for FY16 Second Quarter

- Complete the Silver Creek conservation plans
- Reorganize the non-point program
- Get the 2016 WDNR Summer Tribal Youth Program started. Grant applications are due March 31, 2016.
- Weather permitting, continue to crush and recycle concrete at the Adam Dr. staging area.
- Submit grant applications for Great Lakes Restoration Initiative (GLRI) funding to conduct habitat restoration work, control invasive species, and plant 25 acres with wild rice seed. A grant application for the BIA Circle of Flight funding will also be submitted for contracting prescribed burning of 110 acres of native prairie grassland and wetlands.
- Start work to provide non-profit food vendors with licensing permits, and requiring them to attend food safety class. They would be exempt from fees, but would have to attend the free food safety class.
- Apply for funding to support the Tribal Environmental Response Program
- In March, EHSF will host an Underground Storage Tank Boot Camp for tank owners/operators
- Continue to work on the elevated blood lead level patient in collaboration with the OCHD.
- Exploring funding opportunities to further develop the tribe's energy program.

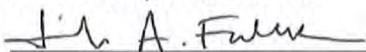
Current local or regional collaborations

Wisconsin tribes, International India Treaty Council, EPA Region 5 tribes, NRCS, The Nature Conservancy, U.S. Fish & Wildlife Service, Ducks Unlimited, WDNR, NEW Waters, Brown County, Green Bay Conservation Partners, EPA, County Land Conservation Departments, First Nations Development Institute, Army Corps of Engineers, W. DePere High School YES Program, Oneida Sportsmen Club, Town of Oneida, Brown County Health Department, Outagamie Health Department, Great Lakes Intertribal Agricultural Council, Kansas State University, WI. Department of Trade & Consumer Protection, UWGB, NWTC, UW-Madison, Public Service Commission, Midwest Tribal Energy Resources Association.

Report Prepared By:

 December 31, 2015

Patrick Pelky, EHSF Director

 December 31, 2015

Jennifer Falck, Program Evaluation Analyst



December
Installing the
new
underground
storage tanks
at the new 54
One Stop



November
Taking the
docks out for
the winter at
Oneida Lake

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor:

LORI ELM, DOLM OFFICE MANAGER

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

1st QUARTER REPORT FY 2016 DIVISION OF LAND MANAGEMENT

Overall Impressions of the 1st Quarter

The moratorium of purchasing New Dream Homes is still in effect into 2016. At this time is working with the Oneida Business Committee and Land Commission to acquire strategic vacant properties.

With the 1st stage of the audit complete staff improves processes by reviewing and implementing efficient and effective procedures. Communication to the community is a key factor of the Division of Land Management in achieving optimum efficiency.

* Full-time Employees as of December 31, 2015

- 22.5 regular full-time employees
- 1 Interim DOLM Division Director
- 1 Early Back To Work Release Employee
- 100% are enrolled Tribal Members

Accrual Time-Off Management for Staff:

- We have two employees that have over 200 hours for vacation and personal time accruals. These employees will be taking time off to stay in compliance.

CARETAKING ASSET MANAGEMENT

- Property Management manages and maintains tribally owned land of the Oneida Tribe to create available services for our community members, such as: rental, residential, commercial and agricultural leasing, to provide safe, sanitary buildings and land resource to the tribal membership.
 - 72 Rental Units including 6 Life Estates (1 vacancy)



The mission of the Division of Land Management is to acquire all lands within the 1838 original boundaries and distribute according to the needs of the GTC

Current Ownership of the Oneida Nation, as of December 31, 2015

25,758.49 Acres or 39% of the 65,400 acres of the original boundaries.

**420.59 Acres acquired FY 16
14,473 Acres in Trust**

- 652 Residential leases (5 full fair for non-Oneida residing in home)
- 26 HBO
- 17 Standard Assignments
- 111 Commercial leases
- 51 Agricultural leases
- Updating Standard Operating Procedures
- Providing easements and service line agreements

MAINTENANCE over sees all rental units, newly acquired DREAM Homes, and all other properties of DOLM.

KEY HIGHLIGHTS

- ✓ Assisting in Demolitions and working on Demo Team.
- ✓ Walk-Troughs on New DREAM homes are done to create punch list of repairs, which is prioritized, so homes are Move-In Ready.
- ✓ Ensuring everything in our homes, and building are in working order is high priority each month we complete over 40 work request including plumbing, home repairs, landscaping and all other duties required.
- ✓ Snow plowing/salting/shoveling duties and much more duties assigned for properties.

HIGHLIGHT

- ✓ Repairs complete for Open House

GOAL

- ✓ Is to get as many DREAM homes completed as possible

LAND TITLE AND TRUST provides the following services including Oneida Nation Register of Deeds.

FINANCIAL AND BUDGET UPDATE

LOANS	TYPE	LOAN RECEIVABLE
2 NEW	VET-TLC	\$178,586
420 TOTAL	EQUALS	\$ 26,629,021

DOLM HAS WORKED TOGETHER TO IMPROVE COMMUNICATION TO THE COMMUNITY BY:

- REVIEWING AND UPDATING DREAM HOMES SCORING
- WORKING WITH HOUSING TASK FORCE
- COMMUNICATION ON SOCIAL MEDIA AND KALIWISAKAS
- VIRTUAL OPEN HOUSES VIDEO TOURS
- VIRTUAL RENTAL VIEWINGS
- PURCHASE REPORTS
- AND MORE

- ✓ Assisting with 11 individuals with Trust to Trust transaction
 - ✓ Deeds went to the BIA for approval
 - ✓ 1 Deed approved by the BIA.
 - ✓ 16 Title Reports completed and approved
 - ✓ Probate files maintained
 - 1 New Probate Opened
 - 17 Probates were closed
 - 1 Probate hearing attended Land Commission
 - 2 Probate hearings attended for BIA/OHA
 - 2 Probates submitted to the BIA and 1 Probate to the Land Commission
 - ✓ Oneida Register of Deeds recorded 122 documents for total of 9362
 - 6 legal descriptions have been verified, entered into data base and indexed into On-Base
 - ✓ Processed 35 Utility Forms, 50 owner/address verifications
 - ✓ Assisted with the Seymour School Impact Report verified 138 addresses for 241 children
 - ✓ Attended Training for the Brown County Land Information System
 - ✓ Filled 2 Last Will and Testament.
 - ✓ 4 Affidavits of Correction have been sent to BIA to correct legal descriptions
 - ✓ Corrected 2 errors at the Outagamie County Register of Deeds and Planning Office with co-owner and address
 - ✓ Completed research for 6 special projects

HIGHLIGHT

- ✓ Assisting the BIA Auditor by sending 15 documents to BIA/OST/Audit, answered questions for the auditor and identifying document types to them
- ✓ BIA TAAMS – Trust Assets Accounts Management System –printed 45 Title Status reports and 6 History reports.

GOAL

- ✓ Encode 100 leases into TAAMS by end of FY 16

TRIBAL TRUST (Fee to Trust)

- ✓ FY15' kept previous goal of completing 25 fee to trust applications. The goal was not met with applications reaching 4. Although, of those 4 applications it yielded 1,643.77 acres and \$15,224.93 in taxes.

LIST OF PROPERTIES AND ACRES THAT WENT INTO TRUST FOR 2015 AND TAXE MONIES SAVED

- 2465 Oakwood Dr - \$4,010.40 taxes – 0.8 acres

- Old Seymour Rd - \$0 taxes – 232.9 acres
- CTH “U” - \$8,507.53 taxes – 1,409.81 acres
- 2966 Ferndale Dr - \$2,707.00 taxes – 0.26 acres

HIGHLIGHT

New hires within BIA Division of Fee to Trust are near completion of their first year of employment and for FY16’ have already produced 11 acceptances for Oneida.

GOAL

FY16’ Remain to set my goal at completing 25 fee to trust applications. FY16’ 1st Quarter; 11 applications were accepted all homes.

MORE HIGHLIGHTS

- Staff continues to work with the Oneida Land Commission to pursue properties
- Increased communication to Tribal members
 - ❖ Facebook Social Media communication has doubled since last year
 - ❖ Kalihwisaks Article
- Trailer Court Residential Lease progressing
- DOLM collaborates with other tribal departments on Planning and Developing areas of the reservation
- Uploading documents into OnBase, for easy access in an Electronic format for employees to use and share, currently store over 15,000 files

Type	# of in Aug 15	# of in December 15
Demolition	4	1
Vacant Homes	17	20
• Redemption Period	1	1
Vacant leases(Com & Ag)	0	1 Commercial
HBO Sites	1	2
Rentals	5	1

Notable Accomplishments

- Getting PO process on track and improve turnaround of homes
- Hosted Open Houses for DREAM Home for 474 Riverdale

- Several HBO sites were advertised in the 1st quarter of FY 16 including and applications were received for the following sites:
 - 4715 Sol Court, Oneida, *Fee Land*
 - 4430 N. Pinetree Rd, Oneida, *Fee Land*
 - Green Earth Trailer Court, *Trust Land*



Green Earth Trailer Court Birds Eye View

Goals

- Maintain Move-In-Ready quality of homes being sold.
- Work with Purchasing and the Finance Committee on the PO process for the costs of DREAM Homes, as well as rental and all other leases as needed.
- TEAM approach with the Acquisition Specialist and Land Commission to evaluate potential new home purchases.
- Develop Leasing process for New York Properties
- Identify and advertise HBO Sites for future homes for the community
- **Complete 25 Fee to Trust applications** by processing them to be accepted into trust
- Working closely with Gaming and Retail to maintain economic development
- Improve DOLM policies to create efficient and effective services for the community
- Review and approve probates, easements, leases and all other requests
- Enhance and protect our natural resources to fulfill Caretaking needs with OBC, Environmental Health and Safety, GLIS, Oneida Farms, DPW, Development Division and other areas
- Improve Communication with Division of Land Management staff and the Land Commission for effective and efficient services from both areas



- Acquire land and homes for the Oneida Nation's use

ACQUISITION

The following properties were acquired from October to December of 2015, increasing the acres by 420.059 for a total owned amount of 25,758.49 acres.

PROPERTY DESCRIPTION	TYPE	# OF ACRES	Location
4000 Blk Packerland	Vacant Land	1.8	Village of Hobart
141 W. Service Road	Strategic Purchase	0.27	Central Oneida – Out. County
1315 Riverdale	DREAM	0.53	Village of Hobart
Overland, Fernando	Vacant Land	250.97	Village of Hobart
1720 Calaway Drive	Vacant Land	1	Village of Ashwaubenon
Cty U, Overland, Trout Creek	Vacant Land	166.05	Village of Hobart
Total		420.59	

BC Action Needed: Request OBC to accept the 1ST Quarter Report for the Division of Land Management

Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~11 / 25 / 15~~ 01 / 13 / 16

EXCERPT FROM DECEMBER 23 2015: Motion by Lisa Summers to adopt the agenda with the noted change [defer section XIV. Reports to the January 13, 2016, regular Business Committee meeting], seconded by Jennifer Webster. Motion carried unanimously.

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

- 1.
- 2.
- 3.
- 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Amelia Cornelius, LCC Chair
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Jennifer M. Stevens, LCC Executive Assistant
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

**ONEIDA LAND CLAIMS COMMISSION
QUARTERLY REPORT**

4th Quarter: July 1, 2015 to September 31, 2015

Submitted by Jennifer M. Stevens, LCC Executive Assistant I 490-3955

LAND CLAIMS COMMISSIONERS:

Chair-Amelia Cornelius, Vice-Chair-Loretta V. Metoxen, Secretary/Treasurer- (Interim) Dakota Webster. Commissioners: Donald McLester and Jay Rasmussen.

Brandon Stevens (1st) and Jenny Webster (2nd), BC: LCC Liaisons.

(Note: Need to do Internal Elections when we have a full board-waiting for 2 BC appointments to be completed.)

PURPOSE:

“Make recommendations to the Business Committee on ways to foster General Tribal Council participation in the decision making process regarding the settlement of the Oneida land claims in New York State. Article I-Authority 1-b ~LCC By-Laws

Special Note: The Land Claims Commission is an educational resource and liaison for the Oneida community regarding the New York Land Claims case and history. The Land Claims Commission strives to provide educational opportunities to learn more about the Upstate New York in order for the G.T.C. to make better informed and/or sound decisions. Although, there is sensitivity and confidentiality to our case, the Land Claims Commission continues to strive to assist G.T.C. members to be interested and better informed in the New York Land Claims case to the best of our knowledge and resourced provided for us.

Oneida Land Claims Commission By-Laws: Purpose

Article II: Officers 2-6 Duties

c: “The Oneida Land Claims Commission will review proposed settlement terms and advise the Oneida Business Committee regarding the best settlement terms that may be acceptable to the General Tribal Council.

d: “At least one member of the Oneida Land Claims Commission will participate, in an advisory capacity, at all meetings and events regarding Oneida Land Claims issues.”

e: “The Oneida Land Claims Commission shall advise and assist the Oneida Land Claims Business Committee in the development of communication and Public Relation services about the settlement efforts.”

General Tribal Council and BC Directives:

Resolution 3-21-77A, March 21, 1977: Oneida Litigation Committee was established. This is now known as the Oneida Land Claims Commission.

GTC Directive July 6, 1998: GTC directive; “Motion that the LCC become part of the Negotiating Committee and work to increase the communication and education of the NY Land Claims Area with a status report quarterly to the GTC and the By-Laws to be approved by the GTC and brought forward at the FY99 Budget Meeting.” Motioned by Celene Elm and seconded by Noreen Smith-Motion carried.

Resolution 9-4-02B Amendment to 9-11-96A. September 4, 2002: Land Claims Negotiation Team reformatted. Identified the Chief Negotiators as the Business Committee Chairperson, Vice-Chairperson, One Council Member, General Manager, and one Land Claims Commissioner.

OBJECTIVES:

The Oneida Land Claims Commission is an elected governing body and will still strive to meet the needs of the GTC. LCC continues to show interest in any BC meetings regarding the New York Land Claims Issues. LCC continues to aim to have their files put on On-base and Jennifer Stevens is striving to put articles in the Kalihwisaks-our last article was about the New York Land Claims Update. Jennifer Stevens was appointed by the LCC Chair, to assist in the New York Land Summit to be scheduled for spring of 2015.



PERSONAL COMMENTS: The Land Claims Commission met with the Business Committee August 31, 2015 and were not able to cover all their agenda items-A meeting was scheduled for October 21, 2015 and was cancelled; currently the meeting is being rescheduled. The LCC was not able to cover the history of the Land Claims Commission and would like to reschedule a meeting with Brandon Stevens and Jenny Webster. The LCC would like to update them on the history of the Land Claims Commission-since they are the Liaisons it would be valuable information for them to be better informed.

The LCC is currently looking at the office options; these details will be discussed in the near future with the Land Claims Commission and Business Committee.

The Oneida Land Claims Commission give thanks to Jennifer M. Stevens, LCC Executive Assistant for her 14 years and 5 months employment and due diligence for over the years.

ACTIVITIES:

July: The Land Claims Commission developed their agenda for their August 31, 2015 LCC and BC Joint Meeting.

August: The Land Claims Commission had a LCC and BC Joint Meeting with the Business Committee on August 31, 2015. The agenda items were not all discussed and another meeting was requested and scheduled for October 21, 2015 and was cancelled by the Business Committee due to no quorum. This meeting is currently being rescheduled for a future date. The LCC BC Quarterly Report was submitted for the August 26, 2015 BC Meeting.

September: The Land Claims Commission met on September 17, 2015 and currently working on review of the July 7, 2014 GTC Meeting Minutes regarding the last formal New

York Land Claims BC and Arlinda Locklear update, and Jennifer Stevens and Loretta V. Metoxen developed a Louise Cobell vs. Oneida Land Claims Case Comparisons. The land Claims Commission is currently revising our By-laws. September 28, 2015 the LCC participated in the New York Homeland Summit Meeting to discuss what the next step is to do with the 4 properties the tribe owns; to develop it or Sell it? There is continued discussion on what the tribe will decide with the New York properties.

MEETINGS:

Land Claims Commission has been meeting once a month on a regular basis as scheduled, the third Thursday of every month at 5PM. The LCC Meetings were held on July 20, August 20, 31, and September 17, 2015. Minutes and Stipends are up to date for October 30, 2015.

FOLLOW UP:

LCC & BC Joint Meeting: Need to Reschedule

Land Claims Commission and BC Joint Meeting Re: New York Land Claims

Agenda as follows:

- I. CALL TO ORDER**
- II. AGENDA**
- III. LAND CLAIMS COMMISSION**
 - a. Historical Overview**
 - b. By-Laws**
 - c. Cobell Case**
 - d. Education Plan**
 - e. LCC Office**
- IV. BUSINESS COMMITTEE**
 - a. New York Land Claims Strategy**
 - i. Present & Review: 4 Options**
 - b. Letter to Haudenosaunee Leaders:**
 - i. Present & Review: Letter**
- V. Adjournment**

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 13 / 16

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Defer Oneida Arts Board FY '16 1st quarter report to the January 27, 2016, regular Business Committee 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:

Jennifer Webster, Council Member

Primary Requestor/Submitter:

Nicolas Reynolds, Executive Assistant to Councilwoman 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:

Due to quorum issues the Arts Board has not been able to meet regularly, we respectfully request a deferral to the next BC Meeting.

- 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**

Krystal L. John, Staff Attorney
Douglass A. McIntyre, Staff Attorney
Taniquelle J. Thurner, Legislative Analyst
Maureen Perkins, LTE Legislative Analyst



P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214

<https://oneida-nsn.gov/Laws>

Statement of Effect

Resolution: Oneida Code of Laws Reorganization

Summary

This Resolution directs the Legislative Operating Committee (LOC) to begin a reorganization of the Oneida Code of Laws because there are not adequate chapters reserved to continue developing laws in certain topic groups. The new reorganizational structure will organize the laws into general categories called Titles that group laws with similar subject matter, the individual laws will be called Chapters and individual laws will continue to be organized into Sections in accordance with Section 16.11-2 of the Legislative Procedures Act.

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

Analysis from Legislative Reference Office

This Resolution will require each of the Tribe's laws to be re-numbered according to the new organizational structure. Under the new organization structure, laws will be organized into general categories called Titles that group laws with similar subject matter, the individual laws will be called Chapters and individual laws will continue to be organized into Sections in accordance with Section 16.11-2 of the Legislative Procedures Act (LPA).

Because many laws reference specific sections of laws, the Resolution directs the LOC, via the Legislative Reference Office (LRO), to conduct a review of all existing laws for the purpose of updating all references to current laws' sections, which will be renumbered based on the new organizational structure.

Until all of the laws are reorganized, the references in laws to specific sections of the law may not be accurate, however the resolution requires that each Title must be brought forward with a conversion table, which will list all sections contained in the law as it was previously organized and the renumbering of each section as reorganized under the new structure, to be used as a tool when referencing laws that have not yet been reorganized.

As the new Titles are adopted, the LOC, via the LRO, shall include them on the Oneida Register in the format of a table of contents that shows all Titles and Chapters within the code with links to each law remaining on the main page of the Oneida Register. This aligns with the LOC responsibilities for maintaining the Oneida Register as required by the LPA.

This reorganization will contain formatting revisions only and will not amend the content of any existing legislation and accordingly the format changes to the laws are not subject to the requirements of the Legislative Procedures Act.

Finally, the Resolution repeals any portions of prior resolutions that conflict with this reorganizational structure, so previous Business Committee resolutions that set aside certain chapter of the code to be reserved for the development of a grouping of law will no longer be in effect. The specifically, this resolution repeals the following: BC 01-14-09-G entitled *Reserving of Chapters – Oneida Code: Employment relations*; BC 09-09-09-B entitled *Reserving Chapters under the Oneida Code of Laws for the New York Lands*; and BC 05-11-11-B entitled *Reserving of Chapters – Oneida Code: Education Code*.

Conclusion

Adoption of this Resolution would not conflict with Tribal law.

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 possible.

MEMORANDUM

To: Oneida Quality of Life Committee
From: Larry Barton, CFO
Subj.: Endorsement Letter
Date: January 12, 2016

Please accept this letter as formal support for the proposed *Exercise Pilot* intended to promote enhanced health & wellness for our employees. The Law Office, Human Resources and Risk Management have assessed potential issues surrounding FSLA (Fair Labor Standards Act) and Worker's Compensation. Good luck with the pilot and efforts to promote a healthy workforce and community.

Oneida Tribe Purchases

.53 Acres of and DREAM home

1315 Riverdale



Property History

- Acquired November 18, 2015
- DREAM home with .53 acres
- Parcel Number: HB-1004
- Village of Hobart
- Strategic Purchase and is adjacent to other tribal parcels.

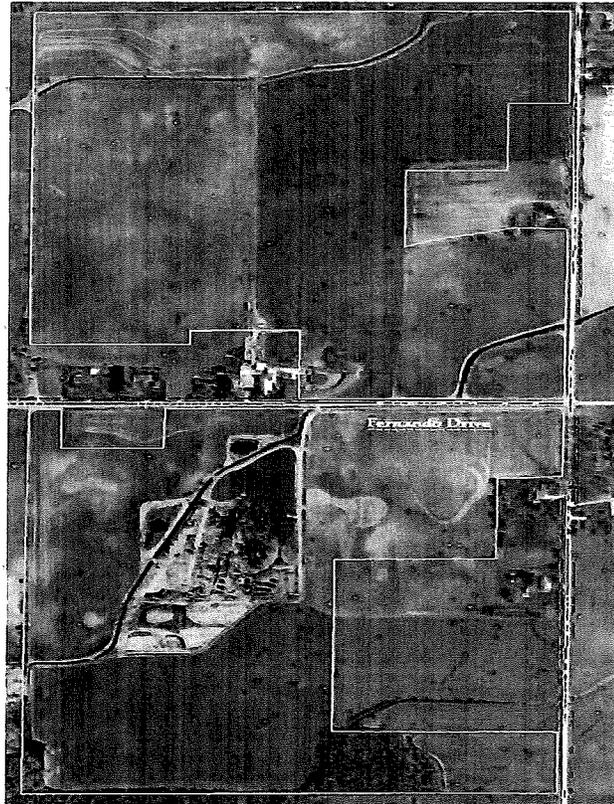


For more information contact Division of Land Management at Land@oneidanation.org or 920 869-1690.

Oneida Tribe Purchases

300, 400 Blk Fernando Dr., 1700, 1800, 1900, 2000 Blk
S. Overland Rd

250.97 Acres of vacant land



Property History

- Acquired December 1, 2015
- 250.97 acres of vacant land
- Parcel Numbers: HB-262, HB-261, Part of HB-284, HB-285, HB-281, HB-1280, Part of HB-1276, HB-260, Part of HB-257
- Village of Hobart
- Strategic Purchase and is adjacent to other tribal parcels.

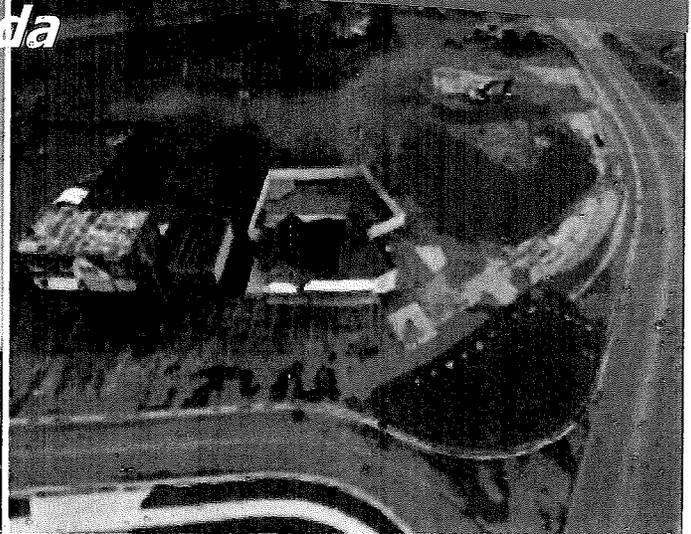
For more information contact Division of Land Management at
Land@oneidanation.org or 920 869-1690.



Oneida Tribe Purchases

W141 Service Road

Expanding the Oneida Tribes Footprint in Central Oneida



Significantly expands redevelopment opportunities.

Property History

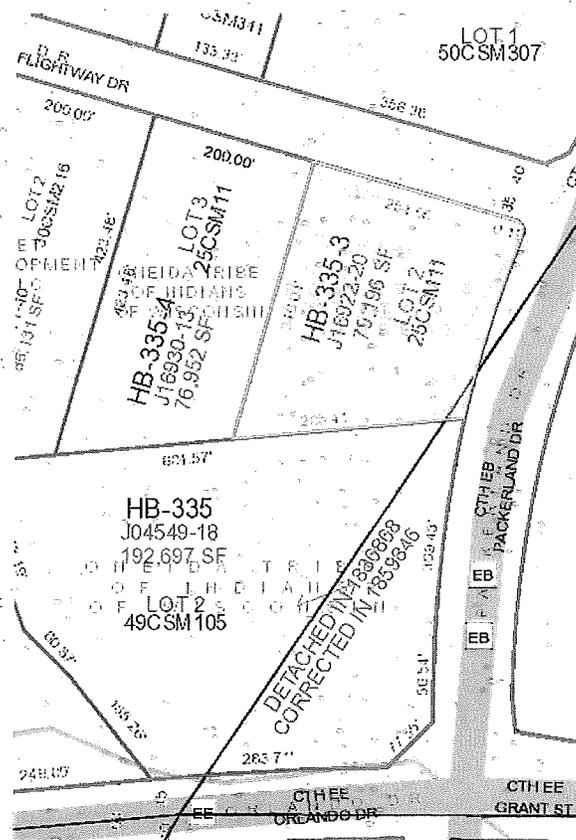
- Acquired November 3, 2015
- Next to former Hilltop BP
- Parcel Numbers: 17-0-2227, 2228
- Central Oneida - Outagamie County
- Working with Oneida Environmental, Health & Safety Division, Oneida Risk Management and Oneida Development Division on proposed cleanup plan
- Strategic Purchase and is adjacent to other tribal parcels
- Significantly expands redevelopment opportunities



Watch for more information

For more information contact Division of Land Management at Land@oneidation.org or 920 869-1690.

Oneida Tribe Purchases 4000 Blk Packerland Drive 1.8 Acres of vacant land



Property History

- Acquired November 2, 2015
- 1.8 acres of vacant land
- Parcel Number: HB-335-3
- Village of Hobart
- Strategic Purchase and is adjacent to other tribal parcels.

For more information contact Division of Land Management at Land@oneidanation.org or 920 869-1690.



Business Committee Meeting
9:00 A.m. Wednesday, January 13, 2016
Thank you for printing clearly

BRAD GRAHAM

Barb Erickson

BTCL GRAHAM

MARYANN KRUCKEBERG

KENNETH SCHUYLER

Carol Elm

Remona Carlson

L.R. Spivey

Laura Marthe

Lorenne Keli

Debra Pomeroy

Don McHugh

Tom Danforth

Lauren Postma

Marlene Summers

Jay Raomussen

Bob Stroy

Kathy Matheson

Heilyn Gresham

Mark Goulet

Matt W. Denny

USU Whiggin's

Jay Quinlan

Jennifer Faluk

Darryl Graves

Michael Aroney

Tina Jorgensen

Rubie Payne

Susan White

Kristal John

Ryan Waterstreet

Michele Doxtator

C. J. M. [Signature]

Michelle Mays

Jeff Mears

Teresa B. Metoyer

Bud [Signature]

Ed [Signature]

Dianne McLesker-Heim

Larry J. Cornelius

