

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 August 17, 2015

Open Session

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the following 293 pages are the Open Session meeting materials presented at a meeting duly called, noticed and held on the 17th day of AUGUST, 2015.

A handwritten signature in blue ink that reads "Lisa Summers". The signature is written in a cursive, flowing style.

Lisa Summers, Tribal Secretary
Oneida Business Committee



Oneida Business Committee

Special Meeting
8:00 a.m. Monday, August 17, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

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

- I. **Call to Order and Roll Call**
- II. **Opening**
- III. **Adopt the agenda**
- IV. **Standing Committees**
 - A. **Finance Committee**
 1. **Enter E-poll results into record for approval of the July 29, 2015 Finance Committee E-Poll approving activation of CIP #13-002**
Sponsor: Lisa Summers, Tribal Secretary
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.
- V. **General Tribal Council**
 - A. **Petitioner Madelyn Genskow: Special GTC meeting to address four resolutions**
Sponsor: Lisa Summers, Tribal Secretary
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: (1) Motion by David Jordan to accept the financial analysis for resolution 2, regarding Swimming Lessons, and resolution 4, regarding Elder Home Repair, seconded by Trish King. Motion carried unanimously. (2) Motion by Melinda J. Danforth to defer this item to the Secretary's Office to determine which General Tribal Council meeting agenda this item should fall on and this be brought back to the August 12, 2015 regular Business Committee meeting and to direct the final financial analyses regarding Boards, Committee, and Commissions be brought back to the August 12, 2015 regular Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.
Excerpt from July 8, 2015: Motion by Trish King to defer the remaining financial analyses to the July 22, 2015, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.
Excerpt from June 10, 2015: (1) Motion by Jennifer Webster to accept the financial analysis for resolution 1, regarding Budget Development, seconded by Lisa Summers. Motion carried unanimously. (2) Motion by Jennifer Webster to provide an additional 15 days for Finance to complete and submit the remaining three (3) analyses, seconded by Lisa Summers. Motion

carried unanimously.

Excerpt from April 22, 2015: Lisa Summers to accept the legal analyses for resolution #3, regarding Boards, Committees, and Commissions and resolution #4 regarding Elder Home Repair and to allow an additional 30 days for the Finance office to complete their analyses, seconded by Fawn Billie. Motion carried unanimously.

Excerpt from March 25, 2015: (1) Motion by Melinda J. Danforth to accept the legal opinion for the budget development portion of the petition, seconded by Jennifer Webster. Motion carried unanimously. (2) Motion by Jennifer Webster to accept the legal opinion for the swimming lessons portion of the petition, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from February 11, 2015: Motion by Lisa Summers to accept the legislative analysis and provide an additional sixty (60) days for the Law and Finance offices to submit the appropriate analyses, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from January 28, 2015: Motion by Tehassi Hill to accept the status update from the Legislative Reference Office, seconded by Jennifer Webster. Motion carried unanimously.

Excerpt from December 10, 2014: Motion by Lisa Summers to accept the verified petition submitted by Madelyn Genskow, to send the petition to the Law, Finance and Legislative Reference offices to begin work on the appropriate analyses, and that a progress report be submitted in 30 days, seconded by Jenny Webster. Motion carried unanimously.

B. Petitioner Michelle Danforth-Anderson: Change Oneida Constitution and bylaws in regards to membership

Sponsor: Brandon Stevens, Councilman

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 December 10, 2014: Motion by Jenny Webster to accept the update as information and direct the Tribal Secretary to bring back the final recommendation when it is ready, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from November 12, 2014: Motion by Melinda J. Danforth to accept the update as information and to direct the Tribal Secretary to provide a final recommendation on this item at the December 10, 2014, Business Committee meeting, seconded by Jenny Webster. Motion carried unanimously.

Excerpt from October 22, 2014: Motion by Melinda J. Danforth to accept the legislative, fiscal and legal analyses as provided for this petition and direct the Tribal Secretary to provide an update at the next Business Committee meeting on the update of the conversation with the petitioner, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from October 8, 2014: Motion by Trish King to defer Michelle Danforth's Petition to change the Oneida Constitution and By-Laws in regards to membership to the next regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from September 24, 2014: Motion by Fawn Billie to defer Michelle Danforth's Petition to change the Oneida Constitution and By-Laws in regards to membership to the next regular Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

Excerpt from August 13, 2014: Motion by Vince DelaRosa to accept the petition and send it on for the appropriate analyses to be completed and to come back to the Business Committee in 30 days, seconded by Melinda J. Danforth. Motion carried unanimously.

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

Sponsor: Lisa Summers, Tribal Secretary

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 60 days, and that a progress report be submitted in 45 days; and to direct the Direct Report Offices to submit the appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Tehassi Hill. Motion carried unanimously.

VI. Unfinished Business

A. Direct Legislative Operating Committee to make requested changes to Community Support Fund Policy

Sponsor: Tina Danforth, Tribal Chairwoman

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

B. Approve Food Service Category plan

Sponsor: Jo Ann House, Chief Counsel

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 Melinda J. Danforth to defer this item to the next regular Business Committee meeting and request Chief Counsel to review General Tribal Council's action regarding a food amenity at the Oneida One-Stop located at Highway 54, seconded by Jennifer Webster. Motion carried with one opposed.

C. Determine responsible area for cemetery maintenance

Sponsor: Brandon Stevens, Councilman

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 8, 2015: (1) Motion by Lisa Summers to accept the Oneida Trust/Enrollment Committee recommendation to turn over the cemetery maintenance contract to the Department of Public Works. Motion fails for lack of support. (2) Motion by Brandon Stevens to defer the issue to determine the responsible area for cemetery maintenance a special Business Committee work meeting and that an invitation be extended to all interested parties, including departments and families impacted, seconded by David Jordan. Motion carried unanimously.

VII. Tabled Business

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

Sponsor: Lisa Summers, Tribal Secretary

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

Excerpt from July 22, 2015: Motion by Brandon Stevens to table this item to next regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Excerpt from July 8, 2015: Motion by Tehassi Hill to accept the update as information and defer this item to the July 22, 2015, regular Business Committee meeting as agreed upon by the Business Committee members and the petitioner, seconded by David Jordan. Motion carried unanimously.

Excerpt from June 24, 2015: Motion by Fawn Billie to defer this item to the next regular Business Committee meeting and direct the Secretary to work with the petitioner to find a solution to the concerns, seconded by Tehassi Hill. Motion carried unanimously.

Excerpt from May 27, 2015: Motion by David Jordan to direct the Secretary to reach out to Petitioner Frank Cornelius to request the four resolutions mentioned in the petition be submitted in 30 days, seconded by Lisa Summers. Motion carried unanimously.

Excerpt from May 13, 2015: (1) Motion by Trish King to acknowledge receipt of the petition submitted by Frank Cornelius, seconded by Fawn Billie. Motion carried unanimously. (2) Motion by Trish King to send the verified petition to the Law, Finance, Legislative Reference and Direct Report Offices for legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance and Legislative Offices to submit the analyses to the Secretary within 60 days and a that a progress report is submitted in 45 days, seconded by David Jordan. Motion carried unanimously. (3) Motion by David Jordan to direct the Direct Report Offices to submit the appropriate administrative analyses to the Secretary within 30 days, seconded by Trish King. Motion carried unanimously.

VIII. New Business

A. Accept the notice dated July 29, 2015 from the U.S. Dept. of Interior regarding appeal of the Secretarial Election

Sponsor: Cristina Danforth, Tribal Chairwoman

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.

B. Enter E-poll results into record for the adoption of resolution 07-31-15-A DHHS/Indian Health Services Grant-Dental Preventive and Clinical Support Center Program

Sponsor: Lisa Summers, Tribal Secretary

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.

C. Accept Special Election Final Report and declare official results

Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

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.

D. Approve limited waiver of sovereign immunity for Eagle Disposal contract # 2015-0603

Sponsor: Don White, Division Director/Government Service Division

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.

E. Approve limited waiver of sovereign immunity for Aging and Disability Resource Center of Brown Cty, Inc. contract # 2015-0113

Sponsor: Don White, Division Director/Government Service Division

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.

F. Approve limited waiver of sovereign immunity for Scientific Learning contract # 2015-0664

Sponsor: Fawn Billie, Council Member

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.

IX. Travel

A. Travel Requests

- 1. Enter E-poll results into the record for Travel Request – Cultural Heritage staff – Great Law Recital – Hogansburg, NY – July 23-31, 2015**

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.

- 2. Councilman David Jordan – 15th Annual Travois Country Affordable Housing and Economic Development Conference – New Orleans, LA – September 21-24, 2015**

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.

- 3. Approve procedural exception to the Travel and Expense Policy: Five Office of Child Support Enforcement staff – Western Interstate Child Support Enforcement Conference – Fort Worth, TX – September 13-17, 2015**

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.

X. Reports

A. Operational Reports

- 1. Governmental Services Division FY '15 3rd quarter report (No Report Submitted)**

Sponsor: Don White, Division Director/Governmental Services Division

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.

- 2. Accept Human Resource Department FY '15 3rd quarter report**

Sponsor: Geraldine Danforth, Area Manager/Human Resource Department

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.

B. Boards Committees and Commissions

- 1. Oneida Nation Arts Board FY '15 3rd quarter report – Nic Reynolds, Chair (No Report Submitted)**

Liaison: Jennifer Webster, Councilwoman

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

Excerpt from July 8, 2015: Motion by Fawn Billie to defer the Oneida Nation Arts Board FY '15 3rd quarter report to the next regular Business Committee meeting and direct the Oneida

Nation Arts Board liaison, Councilwoman Jennifer Webster, to follow up with the Board, seconded by Tehassi Hill. Motion carried unanimously.

2. **Accept Oneida Personnel Commission FY '15 3rd quarter report** – Yvonne Jourdan, Chair
Liaison: Lisa Summers, Tribal Secretary
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 Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
3. **Accept Oneida Police Comm. FY '15 3rd quarter report** – Bernie John-Stevens, President
Liaison: Lisa Summers, Tribal Secretary
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 Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
4. **Accept Oneida Pow-wow Committee FY '15 3rd quarter report** – Lloyd Powless Jr., Chair
Liaison: Fawn Billie, Councilwoman
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 Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
5. **Accept SEOTS Advisory Board FY '15 3rd quarter report** – Dan Schiller, Chair
Liaison: Tina Danforth, Chairwoman
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 Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
6. **Accept Oneida Nation Veterans Affairs Comm. FY '15 3rd quarter rept.** – Mike Hill, Chair
Liaison: Jennifer Webster, Councilwoman
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 Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
7. **Accept Oneida Gaming Comm. FY '15 3rd quarter rept.** – Mike A. Powless Sr., Chair
Liaison: Brandon Stevens, Councilman
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.

8. **Accept Oneida Nation Commission on Aging FY '15 3rd quarter report** – Wesley Martin, Jr., ONCOAS Chairman
Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman
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.
9. **Accept Oneida Election Board FY '15 3rd quarter report** – Lori Elm, Oneida Election Board Chair
Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman
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.

XI. Executive Session

A. Reports

1. **Gaming General Manager report** – Louise Cornelius, General Manager/Gaming
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 Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
2. **Intergovernmental Affairs and Communications report** – Nathan King, Director/IGAC
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 Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
3. **Chief Counsel report from July 22, 2015** – Jo Anne House, Chief Counsel
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 Jennifer Webster to defer the rest of the agenda items to the next regularly scheduled Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.
4. **Oneida Seven Generations Corporation report**– Pete J. King, III/Agent
Sponsor: Cristina Danforth, Tribal Chairwoman
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.
5. **Chief Counsel report**– Jo Anne House, Chief Counsel
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.

B. Audit Committee

1. **Direct MIS to provide information for Audit Request #336**

Sponsor: Tehassi Hill, Councilman

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.

C. Unfinished Business

1. Approve letter to Tribal leaders and travel authorization for the Land Claims strategy

Sponsor: Nathan King, IGAC Director

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

Excerpt from July 8, 2015: Motion by David Jordan to defer the detailed budget and timeline for the Land Claims strategy to the July 22, 2015 regular Business Committee meeting, seconded by Fawn Billie. Motion carried with one abstention.

Excerpt from June 24, 2015: Motion by Jennifer Webster to direct the Land Claims strategy team to develop a detailed plan and timeline for the July 8, 2015, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Excerpt from May 27, 2015: Motion by Melinda J. Danforth to accept the update from Attorney Locklear and request Intergovernmental Affairs and Communications to proceed with option four as presented and develop and action plan to be brought back to the Business Committee in 30 days, seconded by Lisa Summers. Motion carried unanimously.

2. Approve Chief Counsel attorney contract

Sponsor: Fawn Billie, Councilwoman

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

Excerpt from May 13, 2015: Motion by Trish King to accept the update, to add a May 26 deadline for the Business Committee to provide feedback or suggestions, and to add Councilman David Jordan to the Contract Development team, seconded by Fawn Billie. Motion carried unanimously.

Excerpt from April 08, 2015: Motion by Lisa Summers for the assigned Business Committee team members, Council members Fawn Billie and Brandon Stevens, and Chairwoman Tina Danforth, to provide an update to the Business Committee at the May 13, 2015 Business Committee regular meeting, seconded by Melinda J. Danforth. Motion carried unanimously.

Excerpt from September 24, 2014: Motion by Lisa Summers to have the Business Committee develop a work team to update performance benchmarks and that the team complete a follow-up review in six months and that the team be comprised of Councilwoman Fawn Billie, Councilman Brandon Stevens and Chairwoman Tina Danforth, seconded by Tehassi Hill. Motion carried unanimously.

3. Approve Gaming General Manager employment contract

Sponsor: Fawn Billie, Councilwoman

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

Excerpt from May 13, 2015: Motion by Trish King to accept the update, to add a May 26 deadline for the Business Committee to provide feedback or suggestions, and to add Councilman David Jordan to the Contract Development team, seconded by Fawn Billie. Motion carried unanimously.

Excerpt from April 08, 2015: Motion by Melinda J. Danforth for the assigned Business Committee team members, Council members Fawn Billie and Brandon Stevens, and Chairwoman Tina Danforth, to provide an update to the Business Committee at the May 13, 2015 Business Committee regular meeting on the next steps for Gaming General Manager contract, seconded by Jennifer Webster. Motion carried unanimously.

Excerpt from September 24, 2014: Motion by Lisa Summers to have the Business Committee develop a work team to update performance benchmarks and that the team complete a follow-up review in six months and that the team be comprised of Councilwoman Fawn Billie, Councilman Brandon Stevens and Chairwoman Tina Danforth, seconded by Tehassi Hill. Motion carried unanimously.

4. Response to Goldwater suit

Sponsor: Nathan King, Intergovernmental Affairs & Communications Director

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 8, 2015: Motion by Brandon Stevens to refer the Goldwater suit issue to Intergovernmental Affairs and Communications to prepare a recommendation on a response from the Oneida Nation and the Oneida Child Protective Board by the first regular Business Committee meeting in August 2015, seconded Tehassi Hill. Motion carried unanimously.

D. New Business

1. Approve amendment of Town of Oneida service agreement # 2015-1504

Sponsor: Nathan King, Intergovernmental Affairs & Communications Director

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.

2. Approve continuation of additional duties compensation for Environmental Health & Safety Division Director

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

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.

XI. Adjourn

Posted on the Tribe's official website, www.oneida-nsn.gov, at 12:00 p.m. Friday, August 14, 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: 08 / 12 / 15

2. General Information:

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

[Empty text box]

Agenda Header: New Business

Accept as Information only

Action - please describe:

Motion to enter E-poll results into the record for approval of the July 29, 2015 Finance Committee E-poll approving activation of CIP #13-002.

3. Supporting Materials

Report Resolution Contract

Other:

1. E-poll documentation

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Lisa Summers, Tribal Secretary

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

On July 30, 2015 the following E-poll was conducted:

Summary:

Tribal Treasurer, Trish King is requesting an E-poll to approve the July 29, 2015, Finance Committee E-poll approving activation of CIP 13-002. The request for an E-poll has been made to ensure the underground storage tanks are built and placed in the ground before winter. The vendor will not construct the tanks until they receive a purchase order.

Please see the attachment for additional information.

An E-poll is necessary as approval is needed prior to the next regularly scheduled Business Committee meeting on August 12, 2015.

Requested Action:

Approve the July 29, 2015 Finance Committee E-poll approving the O.T.I.E CIP 13-002.

Deadline for Response:

Please submit your response by 12:00 p.m. on Friday, July 31, 2015. Please respond by using the voting button above. Thank you.

The following is the E-poll results:

Support:

Fawn Billie, Trish King, Melinda J. Danforth, Brandon Stevens, Jennifer Webster, David Jordan, Tehassi Hill

- 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

April Skenandore

From: Chad A. Wilson
Sent: Friday, July 31, 2015 12:05 PM
To: Brandon L. Yellowbird-Stevens; Cristina S. Danforth; David P. Jordan; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Brian A. Doxtator; Danelle A. Wilson; Fawn L. Cottrell; Jacob S. Metoxen; Jessica L. Wallenfang; Leyne C. Orosco; Lisa A. Liggins; Mary C. Graves; Rhiannon R. Metoxen; BC_Agenda_Requests; April Skenandore
Subject: RESULTS: E-Poll for approving the July 29, 2015, Finance Committee E-poll approving activation of CIP 13-002

Good afternoon:

E-POLL RESULTS

The E-Poll request for Tribal Treasurer, Trish King requesting an E-poll to approve the July 29, 2015, Finance Committee E-poll approving activation of CIP 13-002 is approved. Listed below are the results:

Support:
Fawn Billie, Trish King, Melinda J. Danforth, Brandon Stevens, Jennifer Webster, David Jordan, Tehassi Hill

April Skenandore

From: Chad A. Wilson
Sent: Thursday, July 30, 2015 12:29 PM
To: Brandon L. Yellowbird-Stevens; Cristina S. Danforth; David P. Jordan; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Brian A. Doxtator; Danelle A. Wilson; Fawn L. Cottrell; Jacob S. Metoxen; Jessica L. Wallenfang; Leyne C. Orosco; Lisa A. Liggins; Mary C. Graves; Rhiannon R. Metoxen; Chad A. Wilson; BC_Agenda_Requests; April Skenandore
Subject: E-poll Request: Approve the July 29, 2015, Finance Committee E-poll approving activation of CIP 13-002
Attachments: Request to approve Finance Committee e-poll to activate CIP 13-002.pdf

Good afternoon:

Summary:

Tribal Treasurer, Trish King is requesting an E-poll to approve the July 29, 2015, Finance Committee E-poll approving activation of CIP 13-002. The request for an E-poll has been made to ensure the underground storage tanks are built and placed in the ground before winter. The vendor will not construct the tanks until they receive a purchase order.

Please see the attachment for additional information.

An E-poll is necessary as approval is needed prior to the next regularly scheduled Business Committee meeting on August 12, 2015.

Requested Action:

Approve the July 29, 2015 Finance Committee E-poll approving the O.T.I.E CIP 13-002.

Deadline for Response:

Please submit your response by **12:00 p.m. on Friday, July 31, 2015.** Please respond by using the voting button above.

Thank you,

Chad W.

Chad Wilson
Project Manager



Oneida Tribe of Indians of Wisconsin

Finance Administration
P.O. Box 365 • Oneida, WI 54155
Phone: 920- 869-4325
FAO@oneidanation.org

MEMORANDUM

To: Oneida Finance Committee
Fr: Denise Vigue, Executive Assistant-Finance
Dt: July 29, 2015
Re: E-Poll Results – Oneida One Stop @ Hwy 54

Finance Committee By-Laws excerpt:

Article III. Meetings

3-6. Voting

(c) Telephone and e-mail polls may be allowed by authority of the (Finance Committee) Chairperson. Polls must be sent to all Finance Committee members with a quorum responding.

On July 29, 2015 the Treasurer approved an E-poll of the Finance Committee regarding a request from Engineering for a contract for the design/construction work for the Oneida One Stop at highway 54. The E-poll was completed today.

E-POLL RESULTS:

There was a Majority – 6 YES votes from Patrick Stensloff, Wesley Martin, Jr., Larry Barton, Chad Fuss, Jennifer Webster and David Jordan to approve the OTIE contract for design and construction for the Highway 54 One Stop Replacement, CIP Project #13-002 in the amount of \$2,388,374.00.

This concludes the Finance Committee E-poll. The information will be placed on the next Finance Committee agenda of August 3, 2015 to ratify this E-Poll action.

Yawλko

CONTRACT / PURCHASE APPROVAL REQUEST

Contacts

Date	7-28-15	Requested Review Date	8-17-15
Requestor's Name	Paul Witek Pat Wood	Requestor's Phone #	869-4543 869-4567
Business Unit Name	Hwy 54 One Stop Replacement	Area Director	Troy D. Parr
Business Unit Number	001-1201300-002	Executive Representative	

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

Oneida Total Integrated Enterprises contract for final design and construction for the Highway 54 One Stop Replacement.
 CIP Project #13-002.
 Total Contract Amount: GMP \$2,388,374.00

Terms of the Contract

Supplier Name	Oneida Total Integrated Enterprises	Vendor Number	134114
Item(s) Purchased		Budgeted Purchase	YES
Total Commitment	GMP \$2,388,374.00	Trade-in / Book Value	
Shipping Costs		Legal Review Number	2015-0700
Contract Start Date	7-24-15	Contract End Date	Date of Final Acceptance by Tribe
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	001-1201300-002-703280-000

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

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

Summary of selection criteria or sole source justification:
 Oneida Total Integrated Enterprises was selected by a Proposal Selection Committee. Proposal Scoring Summary is attached..

Approval / Review Dates

Legal Review	7-24-15
Purchasing Review	7-27-15
Gaming Commission Review	
Cap-Ex Committee Approval	
Finance Committee Approval	

*For requests to the FC please refer to the FC FY12 scheduled meeting dates for submission deadlines.

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Patricia Wood
Engineering Department

Use this number on future correspondence:

2015-0700

FROM: Michelle L. Mays, Staff Attorney *MM*

DATE: July 24, 2015

RE: Oneida Total Integrated Enterprise-Project No. 13-002 54 One Stop

<u>Purchasing Department Use</u>
<input 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 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.)*

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Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 24th day of July in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Oncida Tribe of Indians of WI
P.O. Box 365
Oncida, WI 54155

and the Design-Builder:
(Name, legal status, address and other information)

Oncida Total Integrated Enterprises
1033 North Mayfair Road, Suite 200
Milwaukee, WI 53226

for the following Project:
(Name, location and detailed description)

Oncida 54 One Stop Replacement
Project No. 13-002
Oncida, WI

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

TABLE OF ARTICLES

1. THE DESIGN-BUILD DOCUMENTS
 2. WORK OF THIS AGREEMENT
 3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4. CONTRACT SUM

5. PAYMENTS

6. DISPUTE RESOLUTION

7. MISCELLANEOUS PROVISIONS

8. ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

TABLE OF EXHIBITS

A. TERMS AND CONDITIONS

B. DETERMINATION OF THE COST OF THE WORK

C. INSURANCE AND BONDS

ARTICLE 1 THE DESIGN-BUILD DOCUMENTS

§ 1.1 The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, the "Agreement") and its attached Exhibits; Supplementary and other Conditions; Addenda issued prior to execution of the Agreement; the Project Criteria, including changes to the Project Criteria proposed by the Design-Builder and accepted by the Owner, if any; the Design-Builder's Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. The Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria. An enumeration of the Design-Build Documents, other than Modifications, appears in Article 8.

§ 1.2 The Design-Build Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.3 The Design-Build Contract may be amended or modified only by a Modification. A Modification is (1) a written amendment to the Design-Build Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner.

ARTICLE 2 THE WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 The Design-Builder shall fully execute the Work described in the Design-Build Documents, except to the extent specifically indicated in the Design-Build Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Int.

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The date of commencement shall be the date of the Notice to Proceed issued by the Owner. Owner will provide NTP for final design and Pre-Construction Bidding only. After the Pre-Construction Bidding phase is complete, the Owner will take one of the following actions: (1) if Pre-Construction Bidding reveals that Design-Builder will be able to perform the construction work within the contract budget, the Owner will give NTP with the construction work; or (2) issue a modification to the contract to increase the contract value based on the results of Pre-Construction Bidding; or (3) if it is determined after Pre-Construction Bidding that Design-Builder will not be able to perform the construction work within the contract budget and Owner is not willing to pursue a contract modification, then Owner will terminate the agreement pursuant to Article A.14.4.

If, prior to the commencement of Work, the Owner requires time to file mortgages, documents related to mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

(Insert Owner's time requirements.)

None.

§ 3.2 The Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

None.

§ 3.3 The Design-Builder shall achieve Substantial Completion of the Work not later than See below days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Design-Build Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

66 day duration from NTP for Final Design and Pre-Construction Bidding

277 day duration from NTP for Construction.

(Table Deleted)

ARTICLE 4. CONTRACT SUM

§ 4.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum in accordance with Section 4.2 below;

Cost of the Work Plus Design-Builder's Fee in accordance with Section 4.3 below;

Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price in accordance with Section 4.4 below.

(Based on the selection above, complete either Section 4.2, 4.3 or 4.4 below.)

§ 4.2 STIPULATED SUM

§ 4.2.1 The Stipulated Sum shall be N/A (\$ N/A), subject to additions and deductions as provided in the Design-Build Documents.

§ 4.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

N/A

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§ 4.2.3 Unit prices, if any, are as follows:

Description	Units	Price (\$0.00)
N/A	N/A	N/A

§ 4.2.4 Allowances, if any, are as follows:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both)

Allowance	Amount (\$0.00)	Included Items
N/A	N/A	N/A

§ 4.2.5 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

N/A

§ 4.3 COST OF THE WORK PLUS DESIGN-BUILDER'S FEE

§ 4.3.1 The Cost of the Work is as defined in Exhibit B.

§ 4.3.2 The Design-Builder's Fee is:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 4.4 COST OF THE WORK PLUS DESIGN-BUILDER'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, plus the Design-Builder's Fee.

§ 4.4.2 The Design-Builder's Fee is:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method of adjustment to the Fee for changes in the Work.)

15% on labor and materials and 4.5% on subcontract work.

§ 4.4.3 GUARANTEED MAXIMUM PRICE

§ 4.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed ~~(\$23,800,000)~~, subject to additions and deductions by changes in the Work as provided in the Design-Build Documents. Such maximum sum is referred to in the Design-Build Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

None.

§ 4.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

Alternates will be determined during the Final Design phase and be included in the final bid proposal for construction.

§ 4.4.3.3 Unit Prices, if any, are as follows:

Description	Units	Price (\$0.00)
N/A	N/A	N/A

§ 4.4.3.4 Allowances, if any, are as follows:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

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Allowance	Amount (\$0.00)	Included Items
Allowances will be determined during the final Design phase and be included in the final bid proposal for construction.		

§ 4.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based, are as follows:
(Identify the assumptions on which the Guaranteed Maximum Price is based.)

Assumptions will be included in the final bid proposal for construction.

§ 4.5 CHANGES IN THE WORK

§ 4.5.1 Adjustments of the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Article A.7 of Exhibit A, Terms and Conditions.

§ 4.5.2 Where the Contract Sum is the Cost of the Work, with or without a Guaranteed Maximum Price, and no specific provision is made in Sections 4.3.2 or 4.4.2 for adjustment of the Design-Builder's Fee in the case of Changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment will cause substantial inequity to the Owner or Design-Builder, the Design-Builder's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Contract Sum shall be adjusted accordingly.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as follows:

§ 5.1.3 Provided that an Application for Payment is received not later than the fifteenth day of month, the Owner shall make payment to the Design-Builder not later than the fifteenth day of the next month, subject to deadlines for Finance Committee review, if required. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

§ 5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with

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Sections 5.1.4 or 5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 PROGRESS PAYMENTS - STIPULATED SUM

§ 5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

1. Take the portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of N/A percent (N/A %) on the Work, other than services provided by design professionals and other consultants retained directly by the Design-Builder. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions.

2. Add the portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of N/A percent (N/A %);

3. Subtract the aggregate of previous payments made by the Owner; and
 4. Subtract amounts, if any, for which the Owner has withheld payment from or nullified an Application for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.2.3 The progress payment amount determined in accordance with Section 5.2.2 shall be further modified under the following circumstances:

1. add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section A.9.3.6 of Exhibit A, Terms and Conditions requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section A.9.10.3 of Exhibit A, Terms and Conditions.

§ 5.2.4 Reduction or limitation of retainage, if any, under Section 5.2.2 shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.2.2.1 and 5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.3 PROGRESS PAYMENTS - COST OF THE WORK PLUS A FEE

§ 5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ 5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

1. Take the Cost of the Work as described in Exhibit B;

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2. Add the Design-Builder's Fee, less retainage of N/A percent (N/A %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section 5.3.2.1 at the rate stated in Section 4.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the preceding section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
3. Subtract the aggregate of previous payments made by the Owner;
4. Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 5.1.4 or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
5. Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate for Payment as provided in the Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.3.3 Retainage in addition to the retainage stated at Section 5.3.2.2, if any, shall be as follows:

Not applicable

§ 5.3.4 Except with the Owner's prior approval, payments for the Work, other than for services provided by design professionals and other consultants retained directly by the Design-Builder, shall be subject to retainage of not less than N/A percent (N/A %). The Owner and Design-Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Contractors.

§ 5.4 PROGRESS PAYMENTS - COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE

§ 5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. Add the Design-Builder's Fee, less retainage of Five percent (5 %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the two preceding sections at the rate stated in Section 4.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work in the two preceding sections bears to a reasonable estimate of the probable Cost of the Work upon its completion;
4. Subtract the aggregate of previous payments made by the Owner;
5. Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and
6. Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.4.3 Except with the Owner's prior approval, payments for the Work, other than for services provided by design professionals and other consultants retained directly by the Design-Builder, shall be subject to retainage of not less than Five percent (5 %). The Owner and Design-Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Contractors.

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§ 5.5 FINAL PAYMENT

§ 5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder no later than 30 days after the Design-Builder has fully performed the Design-Build Contract, including the requirements in Section A.9.10 of Exhibit A, Terms and Conditions, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 The parties appoint the following individual to serve as a Neutral pursuant to Section A.4.2 of Exhibit A, Terms and Conditions:

(Insert the name, address and other information of the individual to serve as a Neutral. If the parties do not select a Neutral, then the provisions of Section A.4.2.2 of Exhibit A, Terms and Conditions, shall apply.)

None.

§ 6.2 If the parties do not resolve their dispute through mediation pursuant to Section A.4.3 of Exhibit A, Terms and Conditions, the method of binding dispute resolution shall be the following:

(If the parties do not select a method of binding dispute resolution, then the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.)

(Check one.)

Arbitration pursuant to Section A.4.4 of Exhibit A, Terms and Conditions

Litigation in a court of competent jurisdiction

Other (Specify)

See Exhibit D

§ 6.3 ARBITRATION

§ 6.3.1 If Arbitration is selected by the parties as the method of binding dispute resolution, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration as provided in Section A.4.4 of Exhibit A, Terms and Conditions.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 The Architect, other design professionals and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:

(Insert name, address, license number, relationship to Design-Builder and other information.)

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Name and Address	Relationship to Design-Builder	Other Information
McMahon Associates, Inc 1445 McMahon Drive Neenah, WI 54956	Architectural Subconsultant	Design Only
KHMI Mechanical Contractors, LLC P.O. Box 12738 Green Bay, WI 54307-2738	HVAC & Plumbing Subconsultant	Design/Build
Current Electrical Services 683 Borvan Avenue Green Bay, WI 54304	Electrical Subconsultant	Design/Build
U.S. Petroleum Equipment, a division of U.S. Venture Inc. 358 Carter Court Kimberly, WI 54136	Fuel System/Canopy Subconsultant	Design/Build

§ 7.2 Consultants, if any, engaged directly by the Owner, their professions and responsibilities are listed below:
(Insert name, address, license number, if applicable, and responsibilities to Owner and other information.)

Name and Address	Responsibilities to Owner
TBD	Material Testing Consultant

§ 7.3 Separate contractors, if any, engaged directly by the Owner, their trades and responsibilities are listed below:
(Insert name, address, license number, if applicable, responsibilities to Owner and other information.)

Name and Address	Responsibilities to Owner
N/A	N/A

§ 7.4 The Owner's Designated Representative is:
(Insert name, address and other information.)

Mr. Wayne Metoxen, Project Manager
Oneida Tribe of Indians of WI, Engineering Department
P.O. Box 365
Oneida, WI 54155

§ 7.4.1 The Owner's Designated Representative identified above shall be authorized to act on the Owner's behalf with respect to the Project.

§ 7.5 The Design-Builder's Designated Representative is:
(Insert name, address and other information.)

Ms. Sara Bushie - Project Manager
Oneida Total Integrated Enterprises
2555 Packerland Drive
Green Bay, WI 54313

§ 7.5.1 The Design-Builder's Designated Representative identified above shall be authorized to act on the Design-Builder's behalf with respect to the Project.

Inf.

§ 7.6 Neither the Owner's nor the Design-Builder's Designated Representative shall be changed without ten days written notice to the other party.

§ 7.7 Other provisions:

After the Pre-Construction Bidding phase is complete, the Owner will take one of the following actions: (1) if Pre-Construction Bidding reveals that Design-Builder will be able to perform the construction work within the contract budget, the Owner will give NTP with the construction work; or (2) issue a modification to the contract to increase the contract value based on the results of Pre-Construction Bidding; or (3) if it is determined after Pre-Construction Bidding that Design-Builder will not be able to perform the construction work within the contract budget and Owner is not willing to pursue a contract modification, then Owner will terminate the agreement pursuant to Article A.14.4.

§ 7.7.1 Where reference is made in this Agreement to a provision of another Design-Build Document, the reference refers to that provision as amended or supplemented by other provisions of the Design-Build Documents.

§ 7.7.2 Payments due and unpaid under the Design-Build Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Two percent (2 %).

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Design-Builder's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 8: ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

§ 8.1 The Design-Build Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed edition of the Standard Form of Agreement Between Owner and Design-Builder, AIA Document A141-2004.

§ 8.1.2 The Supplementary and other Conditions of the Agreement, if any, are as follows:

(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

(Table Deleted)

§ 8.1.3 The Project Criteria, including changes to the Project Criteria proposed by the Design-Builder, if any, and accepted by the Owner, consist of the following:

(Either list applicable documents and their dates below or refer to an exhibit attached to this Agreement.)

None.

(Table Deleted)

§ 8.1.4 The Design-Builder's Proposal, dated May 19, 2015, and supplemented by the proposal dated June 8, 2015, consists of the following:

(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

The Design-Builder's proposal dated May 19, 2015 provides the preliminary GMP value. The Design-Builder's proposal dated June 8, 2015 provides the breakdown of the final design and pre-construction bidding price, which is included in the preliminary GMP value.

Init.

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User Notes:

(388ADA34)

- Preliminary Design Architectural - OED Comments (14 pages)
- Preliminary Design Civil - OED Comments (5 pages)
- U.S. Petroleum Pricing (9 pages)
- KHMI HVAC Pricing (1 page)
- KHMI Plumbing Pricing (1 page)
- Final First Floor Plan, Phase I (1 page)
- Final First Floor Plan, Phase II (1 page)
- Pricing FND Plan (1 page)
- Pricing Roof Plan (1 page)
- Mechanical Plan (2 pages)

§ 8.1.5 Amendments to the Design-Builder's Proposal, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

None

§ 8.1.6 The Addenda, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

None

(Table Deleted)

§ 8.1.7 Exhibit A, Terms and Conditions.
(If the parties agree to substitute terms and conditions other than those contained in AIA Document A141-2004, Exhibit A, Terms and Conditions, then identify such terms and conditions and attach to this Agreement as Exhibit A.)

§ 8.1.8 Exhibit B, Determination of the Cost of the Work, if applicable.
(If the parties agree to substitute a method to determine the cost of the Work other than that contained in AIA Document A141-2004, Exhibit B, Determination of the Cost of the Work, then identify such other method to determine the cost of the Work and attach to this Agreement as Exhibit B. If the Contract Sum is a Stipulated Sum, then Exhibit B is not applicable.)

§ 8.1.9 Exhibit C, Insurance and Bonds, if applicable.
(Complete AIA Document A141-2004, Exhibit C, Insurance and Bonds or indicate "not applicable.")

Per Exhibit G - Oneida Tribe of Indians of Wisconsin - Insurance Requirements, Design-Builder Insurance

§ 8.1.10 Other documents, if any, forming part of the Design-Build Documents are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Exhibit D - Oneida Tribe of Indians of Wisconsin - Modifications to: AIA Document A141-2004 Standard Form of Agreement Between Owner and Design Builder.

Exhibit E - Design Builder's Proposal dated May 19, 2015.

Exhibit F - Design Builder's Proposal dated June 8, 2015.

This Agreement entered into as of the day and year first written above.

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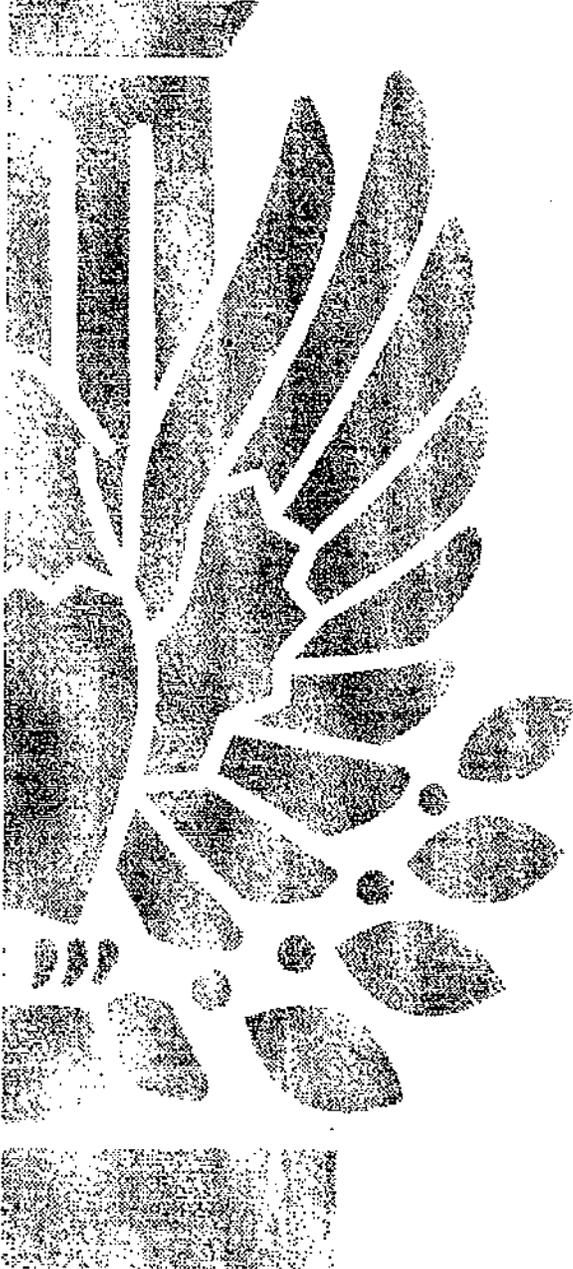


DESIGN-BUILDER (Signature)

Cynthia Shaw, J.D. Vice President, Contracts
(Printed name and title)

OWNER (Signature)

Raul J. Witek Senior Tribal Architect
(Printed name and title)



Int.

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User Notes:

Additions and Deletions Report for AIA® Document A141™ – 2004

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:26:21 on 07/15/2015.

PAGE 1

AGREEMENT made as of the 24th day of July in the year 2015

Oneida Tribe of Indians of WI
P.O. Box 365
Oneida, WI 54185

Oneida Total Integrated Enterprises
1039 North Mayfair Road, Suite 200
Milwaukee, WI 53226

Oneida 54 One Stop Replacement
Project No. 13-002
Oneida, WI

PAGE 3

The date of commencement shall be the date of the Notice to Proceed issued by the Owner. Owner will provide NTP for final design and Pre-Construction Bidding only. After the Pre-Construction Bidding phase is complete, the Owner will take one of the following actions: (1) if Pre-Construction Bidding reveals that Design-Builder will be able to perform the construction work within the contract budget, the Owner will give NTP with the construction work; or (2) issue a modification to the contract to increase the contract value based on the results of Pre-Construction Bidding; or (3) if it is determined after Pre-Construction Bidding that Design-Builder will not be able to perform the construction work within the contract budget and Owner is not willing to pursue a contract modification, then Owner will terminate the agreement pursuant to Article A.14.4.

None.

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User Notes:

(889ADA34)

None.

§ 3.3 The Design-Builder shall achieve Substantial Completion of the Work not later than See below days from the date of commencement, or as follows:

66 day duration from NTP for Final Design and Pre-Construction Bidding
277 day duration from NTP for Construction.

Portion of Work

Substantial Completion Date

Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price in accordance with Section 4.4 below.

§ 4.2.1 The Stipulated Sum shall be N/A (\$ N/A), subject to additions and deductions as provided in the Design-Build Documents.

N/A

PAGE 4

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

15% on labor and materials and 4.5% on subcontract work.

§ 4.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$ 2,388,374), subject to additions and deductions by changes in the Work as provided in the Design-Build Documents. Such maximum sum is referred to in the Design-Build Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

None.

Alternates will be determined during the Final Design phase and be included in the final bid proposal for construction.

N/A

N/A

N/A

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Allowances will be determined during the Final Design phase and be included in the final bid proposal for construction.

Assumptions will be included in the final bid proposal for construction.

N/A

§ 5.1.3 Provided that an Application for Payment is received not later than the fifteenth day of month, the Owner shall make payment to the Design-Builder not later than the ~~day of the month~~ fifteenth day of the next month, subject to deadlines for Finance Committee review, if required. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

PAGE 6

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of N/A percent (N/A %) on the Work, other than services provided by design professionals and other consultants retained directly by the Design-Builder. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of N/A percent (N/A %);

N/A

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- .2 Add the Design-Builder's Fee, less retainage of N/A percent (N/A %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section 5.3.2.1 at the rate stated in Section 4.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the preceding section bears to a reasonable estimate of the probable Cost of the Work upon its completion;

Not applicable

§ 5.3.4 Except with the Owner's prior approval, payments for the Work, other than for services provided by design professionals and other consultants retained directly by the Design-Builder, shall be subject to retainage of not less than N/A percent (N/A %). The Owner and Design-Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Contractors.

- .3 Add the Design-Builder's Fee, less retainage of Five percent (5 %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the two preceding sections at the rate stated in Section 4.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work in the two preceding sections bears to a reasonable estimate of the probable Cost of the Work upon its completion;

§ 5.4.3 Except with the Owner's prior approval, payments for the Work, other than for services provided by design professionals and other consultants retained directly by the Design-Builder, shall be subject to retainage of not less than Five percent (5 %). The Owner and Design-Builder shall agree on a mutually acceptable procedure for review and approval of payments and retention for Contractors.

PAGE 8

None

Other (Specify)

See Exhibit D.

PAGE 9

<u>Name and Address</u>	<u>Relationship to Design-Build</u>	<u>Other Information</u>
<u>McMahon Associates, Inc</u> <u>1445 McMahon Drive</u> <u>Neenah, WI 54956</u>	<u>Architectural</u> <u>Subconsultant</u>	<u>Design Only</u>

<u>KHMI Mechanical Contractors, LLC</u> <u>P.O. Box 12738</u> <u>Green Bay, WI 54307-2738</u>	<u>HVAC & Plumbing</u> <u>Subconsultant</u>	<u>Design/Build</u>
---	--	---------------------

<u>Current Electrical Services</u> <u>683 Borvan Avenue</u> <u>Green Bay, WI 54304</u>	<u>Electrical Subconsultant</u>	<u>Design/Build</u>
--	---------------------------------	---------------------

<u>U.S. Petroleum Equipment,</u> <u>a division of U.S. Venture Inc.</u> <u>558 Carter Court</u> <u>Kimberly, WI 54136</u>	<u>Fuel System/Canopy</u> <u>Subconsultant</u>	<u>Design/Build</u>
--	---	---------------------

<u>Name and Address</u>	<u>License Number</u>	<u>Relationship to Design-Build</u>	<u>Other Information</u>
-------------------------	-----------------------	-------------------------------------	--------------------------

<u>Name and Address</u>	<u>Responsibilities to Owner</u>
<u>TBD</u>	<u>Material Testing</u> <u>Consultant</u>

<u>Name and Address</u>	<u>License Number</u>	<u>Responsibilities to Owner</u>	<u>Other Information</u>
-------------------------	-----------------------	----------------------------------	--------------------------

<u>Name and Address</u>	<u>Responsibilities to Owner</u>
<u>N/A</u>	<u>N/A</u>

<u>Name and Address</u>	<u>License Number</u>	<u>Responsibilities to Owner</u>	<u>Other Information</u>
-------------------------	-----------------------	----------------------------------	--------------------------

Mr. Wayne Metoxen, Project Manager
Oneida Tribe of Indians of WI, Engineering Department
P.O. Box 365
Oneida, WI 54155

Ms. Sara Bushie - Project Manager
Oneida Total Integrated Enterprises

2555 Packerland Drive
Green Bay, WI 54313

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After the Pre-Construction Bidding phase is complete, the Owner will take one of the following actions: (1) if Pre-Construction Bidding reveals that Design-Builder will be able to perform the construction work within the contract budget, the Owner will give NTP with the construction work; or (2) issue a modification to the contract to increase the contract value based on the results of Pre-Construction Bidding; or (3) if it is determined after Pre-Construction Bidding that Design-Builder will not be able to perform the construction work within the contract budget and Owner is not willing to pursue a contract modification, then Owner will terminate the agreement pursuant to Article A.14.4.

Two percent (2%)

Document	Title	Pages	Date
None			

§ 6.1.4 The Design-Builder's Proposal dated May 19, 2015, and supplemented by the proposal dated June 8, 2015, consists of the following:

The Design-Builder's proposal dated May 19, 2015 provides the preliminary GMP value. The Design-Builder's proposal dated June 8, 2015 provides the breakdown of the final design and pre-construction bidding price, which is included in the preliminary GMP value.

- Preliminary Design Architectural - OED Comments (14 pages)
- Preliminary Design Civil - OED Comments (5 pages)
- U.S. Petroleum Pricing (9 pages)
- KHMI HVAC Pricing (1 page)
- KHMI Plumbing Pricing (1 page)
- Final First Floor Plan, Phase I (1 page)
- Final First Floor Plan, Phase II (1 page)
- Pricing ND Plan (1 page)
- Pricing Root Plan (1 page)
- Mechanical Plan (2 pages)

PAGE 11

None.

None.

Number	Date	Pages
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Per Exhibit G - Oneida Tribe of Indians of Wisconsin - Insurance Requirements, Design-Builder Insurance

Exhibit D - Oneida Tribe of Indians of Wisconsin - Modifications to: AIA Document A141-2004 Standard Form of Agreement Between Owner and Design Builder.

Exhibit E - Design Builder's Proposal dated May 19, 2015.

Exhibit F - Design Builder's Proposal dated June 8, 2015.

PAGE 12

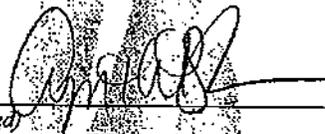
Paul J. Witek, Senior Tribal Architect

Cynthia Shaw, J.D., Vice President, Contracts

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:26:21 on 07/15/2015 under Order No. 9688980895 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ - 2004, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Vice President, Contracts

(Title)

July 15, 2015

(Dated)

EXHIBIT A



AIA® Document A141™ – 2004 Exhibit A

Terms and Conditions

for the following PROJECT:
(Name and location or address)

Oneida 54 One Stop Replacement
Project No. 13-002
Oneida, WI

THE OWNER:
(Name, legal status and address)

Oneida Tribe of Indians of Wisconsin
P.O. Box 965
Oneida, WI 54155

THE DESIGN-BUILDER:
(Name, legal status and address)

Oneida Total Integrated Enterprises
1033 North Mayfair Road, Suite 200
Milwaukee, WI 53226

TABLE OF ARTICLES

A.1. GENERAL PROVISIONS

A.2. OWNER

A.3. DESIGN-BUILDER

A.4. DISPUTE RESOLUTION

A.5. AWARD OF CONTRACTS

A.6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A.7. CHANGES IN THE WORK

A.8. TIME

A.9. PAYMENTS AND COMPLETION

A.10. PROTECTION OF PERSONS AND PROPERTY

A.11. INSURANCE AND BONDS

A.12. UNCOVERING AND CORRECTION OF WORK

A.13. MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Int.

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User Notes:

(389ADA33)

A.14 TERMINATION OR SUSPENSION OF THE DESIGN-BUILD CONTRACT



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User Notes:

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ARTICLE A.1 GENERAL PROVISIONS**§ A.1.1 BASIC DEFINITIONS****§ A.1.1.1 THE DESIGN-BUILD DOCUMENTS**

The Design-Build Documents are identified in Section 1.1 of the Agreement.

§ A.1.1.2 PROJECT CRITERIA

The Project Criteria are identified in Section 8.1.3 of the Agreement and may describe the character, scope, relationships, forms, size and appearance of the Project, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts.

§ A.1.1.3 ARCHITECT

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and having a direct contract with the Design-Builder to perform design services for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ A.1.1.4 CONTRACTOR

A Contractor is a person or entity, other than the Architect, that has a direct contract with the Design-Builder to perform all or a portion of the construction required in connection with the Work. The term "Contractor" is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor. The term "Contractor" does not include a separate contractor, as defined in Section A.6.1.2, or subcontractors of a separate contractor.

§ A.1.1.5 SUBCONTRACTOR

A Subcontractor is a person or entity who has a direct contract with a Contractor to perform a portion of the construction required in connection with the Work at the site. The term "Subcontractor" is referred to throughout the Design-Build Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

§ A.1.1.6 THE WORK

The term "Work" means the design, construction and services required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Design-Builder to fulfill the Design-Builder's obligations. The Work may constitute the whole or a part of the Project.

§ A.1.1.7 THE PROJECT

The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and which may include design and construction by the Owner or by separate contractors.

§ A.1.1.8 NEUTRAL

The Neutral is the individual appointed by the parties to decide Claims and disputes pursuant to Section A.4.2.1.

§ A.1.2 COMPLIANCE WITH APPLICABLE LAWS

§ A.1.2.1 If the Design-Builder believes that implementation of any instruction received from the Owner would cause a violation of any applicable law, statute, ordinance, building code, rule or regulation, the Design-Builder shall notify the Owner in writing. Neither the Design-Builder nor any Contractor or Architect shall be obligated to perform any act which they believe will violate any applicable law, ordinance, rule or regulation.

§ A.1.2.2 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information contained in the Project Criteria, but not that such information complies with applicable laws, regulations and codes, which shall be the obligation of the Design-Builder to determine. In the event that a specific requirement of the Project Criteria conflicts with applicable laws, regulations and codes, the Design-Builder shall furnish Work which complies with such laws, regulations and codes. In such case, the Owner shall issue a Change Order to the Design-Builder unless the Design-Builder recognized such non-compliance prior to execution of this Agreement and failed to notify the Owner.

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§ A.1.3 CAPITALIZATION

§ A.1.3.1 Terms capitalized in these Terms and Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to sections in the document, or (3) the titles of other documents published by the American Institute of Architects.

§ A.1.4 INTERPRETATION

§ A.1.4.1 In the interest of brevity, the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ A.1.4.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ A.1.5 EXECUTION OF THE DESIGN-BUILD DOCUMENTS

§ A.1.5.1 The Design-Build Documents shall be signed by the Owner and Design-Builder.

§ A.1.5.2 Execution of the Design-Build Contract by the Design-Builder is a representation that the Design-Builder has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Design-Build Documents.

§ A.1.6 OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

§ A.1.6.1 Drawings, specifications, and other documents including those in electronic form, prepared by the Architect and furnished by the Design-Builder are Instruments of Service. The Design-Builder, Design-Builder's Architect and other providers of professional services individually shall retain all common law, statutory and other reserved rights, including copyright in those Instruments of Services furnished by them. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to this Project.

§ A.1.6.2 Upon execution of the Design-Build Contract, the Design-Builder grants to the Owner a non-exclusive license to reproduce and use the Instruments of Service solely in connection with the Project, including the Project's further development by the Owner and others retained by the Owner for such purposes, provided that the Owner shall comply with all obligations, including prompt payment of sums when due, under the Design-Build Documents. Subject to the Owner's compliance with such obligations, such license shall extend to those parties retained by the Owner for such purposes, including other design professionals. The Design-Builder shall obtain similar non-exclusive licenses from its design professionals, including the Architect. The Owner shall not otherwise assign or transfer any license herein to another party without prior written agreement of the Design-Builder. Any unauthorized reproduction or use of the Instruments of Service by the Owner or others shall be at the Owner's sole risk and expense without liability to the Design-Builder and its design professionals. Except as provided in Section A.1.6.4, termination of this Agreement prior to completion of the Design-Builder's services to be performed under this Agreement shall terminate this license.

§ A.1.6.3 Prior to any electronic exchange by the parties of the Instruments of Service or any other documents or materials to be provided by one party to the other, the Owner and the Design-Builder shall agree in writing on the specific conditions governing the format thereof, including any special limitations or licenses not otherwise provided in the Design-Build Documents.

§ A.1.6.4 If this Agreement is terminated for any reason other than the default of the Owner, each of the Design-Builder's design professionals, including the Architect, shall be contractually required to convey to the Owner a non-exclusive license to use that design professional's Instruments of Service for the completion, use and maintenance of the Project, conditioned upon the Owner's written notice to that design professional of the Owner's assumption of the Design-Builder's contractual duties and obligations to that design professional and payment to that design professional of all amounts due to that design professional and its consultants. If the Owner does not assume the remaining duties and obligations of the Design-Builder to that design professional under this Agreement, then the Owner shall indemnify and hold harmless that design professional from all claims and any expense, including legal fees, which that design professional shall thereafter incur by reason of the Owner's use of such Instruments of Service. The Design-Builder shall incorporate the requirements of this Section A.1.6.4 in all agreements with its design professionals.

Int.

§ A.1.6.5 Submission or distribution of the Design-Builder's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Section A.1.6.1.

ARTICLE A.2 OWNER

§ A.2.1 GENERAL

§ A.2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization. The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule submitted to the Owner.

§ A.2.1.2 The Owner shall furnish to the Design-Builder within 15 days after receipt of a written request information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ A.2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ A.2.2.1 Information or services required of the Owner by the Design-Build Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Design-Builder's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Design-Builder of a written request for such information or services.

§ A.2.2.2 The Owner shall be responsible to provide surveys, if not required by the Design-Build Documents to be provided by the Design-Builder, describing physical characteristics, legal limitations, and utility locations for the site of this Project and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way; restrictions, easements, encroachments, zoning, deed restriction, boundaries, and contours of the site; locations, dimensions, and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ A.2.2.3 The Owner shall provide, to the extent available to the Owner and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems, chemical, air and water pollution, hazardous materials or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

§ A.2.2.4 The Owner may obtain independent review of the Design-Builder's design, construction and other documents by a separate architect, engineer, and contractor or cost estimator under contract to or employed by the Owner. Such independent review shall be undertaken at the Owner's expense in a timely manner and shall not delay the orderly progress of the Work.

§ A.2.2.5 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections. The Owner shall not be required to pay the fees for such permits, licenses and inspections unless the cost of such fees is excluded from the responsibility of the Design-Builder under the Design-Build Documents.

§ A.2.2.6 The services, information, surveys and reports required to be provided by the Owner under Section A.2.2, shall be furnished at the Owner's expense, and the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof, except as otherwise specifically provided in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing.

§ A.2.2.7 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

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§ A.2.2.8 The Owner shall, at the request of the Design-Builder, prior to execution of the Design-Build Contract and promptly upon request thereafter, furnish to the Design-Builder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Design-Build Documents.

§ A.2.2.9 The Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, unless otherwise directed by the Design-Builder.

§ A.2.2.10 The Owner shall furnish the services of geotechnical engineers or other consultants, if not required by the Design-Build Documents to be provided by the Design-Builder, for subsoil, air and water conditions when such services are deemed reasonably necessary by the Design-Builder to properly carry out the design services provided by the Design-Builder and the Design-Builder's Architect. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ A.2.2.11 The Owner shall promptly obtain easements, zoning variances, and legal authorizations regarding site utilization where essential to the execution of the Owner's program.

§ A.2.3 OWNER REVIEW AND INSPECTION

§ A.2.3.1 The Owner shall review and approve or take other appropriate action upon the Design-Builder's submittals, including but not limited to design and construction documents, required by the Design-Build Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Design-Build Documents. The Owner's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Design-Builder or separate contractors. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents.

§ A.2.3.2 Upon review of the design documents, construction documents, or other submittals required by the Design-Build Documents, the Owner shall take one of the following actions:

1. Determine that the documents or submittals are in conformance with the Design-Build Documents and approve them.
2. Determine that the documents or submittals are in conformance with the Design-Build Documents but request changes in the documents or submittals which shall be implemented by a Change in the Work.
3. Determine that the documents or submittals are not in conformity with the Design-Build Documents and reject them.
4. Determine that the documents or submittals are not in conformity with the Design-Build Documents, but accept them by implementing a Change in the Work.
5. Determine that the documents or submittals are not in conformity with the Design-Build Documents, but accept them and request changes in the documents or submittals which shall be implemented by a Change in the Work.

§ A.2.3.3 The Design-Builder shall submit to the Owner for the Owner's approval, pursuant to Section A.2.3.1, any proposed change or deviation to previously approved documents or submittals. The Owner shall review each proposed change or deviation to previously approved documents or submittals which the Design-Builder submits to the Owner for the Owner's approval with reasonable promptness in accordance with Section A.2.3.1 and shall make one of the determinations described in Section A.2.3.2.

§ A.2.3.4 Notwithstanding the Owner's responsibility under Section A.2.3.2, the Owner's review and approval of the Design-Builder's documents or submittals shall not relieve the Design-Builder of responsibility for compliance with the Design-Build Documents unless a) the Design-Builder has notified the Owner in writing of the deviation prior to approval by the Owner or, b) the Owner has approved a Change in the Work reflecting any deviations from the requirements of the Design-Build Documents.

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§ A.2.3.5 The Owner may visit the site to keep informed about the progress and quality of the portion of the Work completed. However, the Owner shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Visits by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quantity or quality of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents, except as provided in Section A.3.3.7.

§ A.2.3.6 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of and will not be responsible for acts or omissions of the Design-Builder, Architect, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ A.2.3.7 The Owner may reject Work that does not conform to the Design-Build Documents. Whenever the Owner considers it necessary or advisable, the Owner shall have authority to require inspection or testing of the Work in accordance with Section A.13.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ A.2.3.8 The Owner may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Owner and the Design-Builder agree to in writing.

§ A.2.3.9 The Owner shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.

§ A.2.4 OWNER'S RIGHT TO STOP WORK

§ A.2.4.1 If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section A.12.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section A.6.1.3.

§ A.2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

§ A.2.5.1 If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Design-Builder a second written notice to correct such deficiencies within a three-day period. If the Design-Builder within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE A.3 DESIGN-BUILDER

§ A.3.1 GENERAL

§ A.3.1.1 The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The Design-Builder may be an architect or other design professional, a construction contractor, a real estate developer or any other person or entity legally permitted to do business as a design-builder in the location where the Project is located. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative. The Design-Builder's representative is authorized to act on the Design-Builder's behalf with respect to the Project.

§ A.3.1.2 The Design-Builder shall perform the Work in accordance with the Design-Build Documents.

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§ A.3.2 DESIGN SERVICES AND RESPONSIBILITIES

§ A.3.2.1 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions. The Owner understands and agrees that the services performed by the Design-Builder's Architect and the Design-Builder's other design professionals and consultants are undertaken and performed in the sole interest of and for the exclusive benefit of the Design-Builder.

§ A.3.2.2 The agreements between the Design-Builder and Architect or other design professionals identified in the Agreement, and in any subsequent Modifications, shall be in writing. These agreements, including services and financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner upon the Owner's written request.

§ A.3.2.3 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Contractors, Subcontractors and their agents and employees, and other persons or entities, including the Architect and other design professionals, performing any portion of the Design-Builder's obligations under the Design-Build Documents.

§ A.3.2.4 The Design-Builder shall carefully study and compare the Design-Build Documents, materials and other information provided by the Owner pursuant to Section A.2.2, shall take field measurements of any existing conditions related to the Work, shall observe any conditions at the site affecting the Work, and report promptly to the Owner any errors, inconsistencies or omissions discovered.

§ A.3.2.5 The Design-Builder shall provide to the Owner for Owner's written approval design documents sufficient to establish the size, quality and character of the Project; its architectural, structural, mechanical and electrical systems and the materials and such other elements of the Project to the extent required by the Design-Build Documents. Deviations, if any, from the Design-Build Documents shall be disclosed in writing.

§ A.3.2.6 Upon the Owner's written approval of the design documents submitted by the Design-Builder, the Design-Builder shall provide construction documents for review and written approval by the Owner. The construction documents shall set forth in detail the requirements for construction of the Project. The construction documents shall include drawings and specifications that establish the quality levels of materials and systems required. Deviations, if any, from the Design-Build Documents shall be disclosed in writing. Construction documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

1. be consistent with the approved design documents;
2. provide information for the use of those in the building trades; and
3. include documents customarily required for regulatory agency approvals.

§ A.3.2.7 The Design-Builder shall meet with the Owner periodically to review progress of the design and construction documents.

§ A.3.2.8 Upon the Owner's written approval of construction documents, the Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ A.3.2.9 The Design-Builder shall obtain from each of the Design-Builder's professionals and furnish to the Owner certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Project Criteria set forth in the Design-Build Documents, except to the extent specifically identified in such certificates; (ii) comply with applicable professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.

§ A.3.2.10 If the Owner requests the Design-Builder, the Architect or the Design-Builder's other design professionals to execute certificates other than those required by Section A.3.2.9, the proposed language of such certificates shall be submitted to the Design-Builder, or the Architect and such design professionals through the Design-Builder, for

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review and negotiation at least 14 days prior to the requested dates of execution. Neither the Design-Builder, the Architect nor such other design professionals shall be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of their respective agreements with the Owner or Design-Builder.

§ A.3.3 CONSTRUCTION

§ A.3.3.1 The Design-Builder shall perform no construction Work prior to the Owner's review and approval of the construction documents. The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require the Owner's review of submittals, such as Shop Drawings, Product Data and Samples, until the Owner has approved each submittal.

§ A.3.3.2 The construction Work shall be in accordance with approved submittals, except that the Design-Builder shall not be relieved of responsibility for deviations from requirements of the Design-Build Documents by the Owner's approval of design and construction documents or other submittals such as Shop Drawings, Product Data, Samples or other submittals unless the Design-Builder has specifically informed the Owner in writing of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in design and construction documents or other submittals such as Shop Drawings, Product Data, Samples or other submittals by the Owner's approval thereof.

§ A.3.3.3 The Design-Builder shall direct specific attention, in writing or on resubmitted design and construction documents or other submittals such as Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such written notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ A.3.3.4 When the Design-Build Documents require that a Contractor provide professional design services or certifications related to systems, materials or equipment, or when the Design-Builder in its discretion provides such design services or certifications through a Contractor, the Design-Builder shall cause professional design services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professionals, if prepared by others, shall bear such design professional's written approval. The Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ A.3.3.5 The Design-Builder shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Design-Build Documents.

§ A.3.3.6 The Design-Builder shall keep the Owner informed of the progress and quality of the Work.

§ A.3.3.7 The Design-Builder shall be responsible for the supervision and direction of the Work, using the Design-Builder's best skill and attention. If the Design-Build Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Design-Builder shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Design-Builder determines that such means, methods, techniques, sequences or procedures may not be safe, the Design-Builder shall give timely written notice to the Owner and shall not proceed with that portion of the Work without further written instructions from the Owner. If the Design-Builder is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Design-Builder, the Owner shall be solely responsible for any resulting loss or damage.

§ A.3.3.8 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

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§ A.3.4 LABOR AND MATERIALS

§ A.3.4.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ A.3.4.2 When a material is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and, if appropriate, in accordance with a Change Order.

§ A.3.4.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Design-Build Contract. The Design-Builder shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ A.3.5 WARRANTY

§ A.3.5.1 The Design-Builder warrants to the Owner that materials and equipment furnished under the Design-Build Documents will be of good quality and new unless otherwise required or permitted by the Design-Build Documents, that the Work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the Work will conform to the requirements of the Design-Build Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ A.3.6 TAXES

§ A.3.6.1 The Design-Builder shall pay all sales, consumer, use and similar taxes for the Work provided by the Design-Builder which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

§ A.3.7 PERMITS, FEES AND NOTICES

§ A.3.7.1 The Design-Builder shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Design-Build Contract and which were legally required on the date the Owner accepted the Design-Builder's proposal.

§ A.3.7.2 The Design-Builder shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

§ A.3.7.3 It is the Design-Builder's responsibility to ascertain that the Work is in accordance with applicable laws, ordinances, codes, rules and regulations.

§ A.3.7.4 If the Design-Builder performs Work contrary to applicable laws, ordinances, codes, rules and regulations, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ A.3.8 ALLOWANCES

§ A.3.8.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to which the Design-Builder has reasonable objection.

§ A.3.8.2 Unless otherwise provided in the Design-Build Documents:

1. allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section A.3.8.2.1 and (2) changes in Design-Builder's costs under Section A.3.8.2.2.

§ A.3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

§ A.3.9 DESIGN-BUILDER'S SCHEDULE

§ A.3.9.1 The Design-Builder, promptly after execution of the Design-Build Contract, shall prepare and submit for the Owner's information the Design-Builder's schedule for the Work. The schedule shall not exceed time limits and shall be in such detail as required under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ A.3.9.2 The Design-Builder shall prepare and keep current a schedule of submittals required by the Design-Build Documents.

§ A.3.9.3 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ A.3.10 DOCUMENTS AND SAMPLES AT THE SITE

§ A.3.10.1 The Design-Builder shall maintain at the site for the Owner one record copy of the drawings, specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be delivered to the Owner upon completion of the Work.

§ A.3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ A.3.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Design-Builder or a Contractor, Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ A.3.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Work.

§ A.3.11.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ A.3.11.4 Shop Drawings, Product Data, Samples and similar submittals are not Design-Build Documents. The purpose of their submittals is to demonstrate for those portions of the Work for which submittals are required by the Design-Build Documents the way by which the Design-Builder proposes to conform to the Design-Build Documents.

§ A.3.11.5 The Design-Builder shall review for compliance with the Design-Build Documents and approve and submit to the Owner only those Shop Drawings, Product Data, Samples and similar submittals required by the Design-Build Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ A.3.11.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Design-Builder represents that the Design-Builder has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Design-Build Documents.

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§ A.3.12 USE OF SITE

§ A.3.12.1 The Design-Builder shall confine operations at the site to areas permitted by law, ordinances, permits and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ A.3.13 CUTTING AND PATCHING

§ A.3.13.1 The Design-Builder shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ A.3.13.2 The Design-Builder shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction or by excavation. The Design-Builder shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ A.3.14 CLEANING UP

§ A.3.14.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Design-Build Contract. At completion of the Work, the Design-Builder shall remove from and about the Project waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials.

§ A.3.14.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and the cost thereof shall be charged to the Design-Builder.

§ A.3.15 ACCESS TO WORK

§ A.3.15.1 The Design-Builder shall provide the Owner access to the Work in preparation and progress wherever located.

§ A.3.16 ROYALTIES, PATENTS AND COPYRIGHTS

§ A.3.16.1 The Design-Builder shall pay all royalties and license fees. The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required or where the copyright violations are contained in drawings, specifications or other documents prepared by or furnished to the Design-Builder by the Owner. However, if the Design-Builder has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner.

§ A.3.17 INDEMNIFICATION

§ A.3.17.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to, or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section A.3.17.

§ A.3.17.2 In claims against any person or entity indemnified under this Section A.3.17 by an employee of the Design-Builder, the Architect, a Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section A.3.17.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design-Builder, the Architect or a Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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ARTICLE A.4 DISPUTE RESOLUTION

§ A.4.1 CLAIMS AND DISPUTES

§ A.4.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Design-Build Contract terms, payment of money, extension of time or other relief with respect to the terms of the Design-Build Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Design-Build Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ A.4.1.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the other party.

§ A.4.1.3 Continuing Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section A.9.7.1 and Article A.14, the Design-Builder shall proceed diligently with performance of the Design-Build Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ A.4.1.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, then the observing party shall give notice to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall negotiate with the Design-Builder an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Design-Build Contract is justified, the Owner shall so notify the Design-Builder in writing, stating the reasons. Claims by the Design-Builder in opposition to such determination must be made within 21 days after the Owner has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Design-Builder cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall proceed pursuant to Section A.4.2.

§ A.4.1.5 Claims for Additional Cost. If the Design-Builder wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section A.10.6.

§ A.4.1.6 If the Design-Builder believes additional cost is involved for reasons including but not limited to (1) an order by the Owner to stop the Work where the Design-Builder was not at fault, (2) a written order for the Work issued by the Owner, (3) failure of payment by the Owner, (4) termination of the Design-Build Contract by the Owner, (5) Owner's suspension or (6) other reasonable grounds, Claim shall be filed in accordance with this Section A.4.1.

§ A.4.1.7 Claims for Additional Time

§ A.4.1.7.1 If the Design-Builder wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of the time and its effect on the progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ A.4.1.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ A.4.1.8 Injury or Damage to Person or Property. If either party to the Design-Build Contract suffers injury or damage to person or property because of an act or omission of the other party or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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§ A.4.1.9 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ A.4.1.10 Claims for Consequential Damages. Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to the Design-Build Contract. This mutual waiver includes:

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section A.4.1.10 shall be deemed to preclude an award of liquidated direct damages when applicable, in accordance with the requirements of the Design-Build Documents.

§ A.4.1.11 If the enactment or revision of codes, laws or regulations or official interpretations which govern the Project cause an increase or decrease of the Design-Builder's cost of, or time required for, performance of the Work, the Design-Builder shall be entitled to an equitable adjustment in Contract Sum or Contract Time. If the Owner and Design-Builder cannot agree upon an adjustment in the Contract Sum or Contract Time, the Design-Builder shall submit a Claim pursuant to Section A.4.1.

§ A.4.2 RESOLUTION OF CLAIMS AND DISPUTES

§ A.4.2.1 Decision by Neutral. If the parties have identified a Neutral in Section 6.1 of the Agreement or elsewhere in the Design-Build Documents, then Claims, excluding those arising under Sections A.10.3 through A.10.5, shall be referred initially to the Neutral for decision. An initial decision by the Neutral shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Neutral with no decision having been rendered by the Neutral. Unless the Neutral and all affected parties agree, the Neutral will not decide disputes between the Design-Builder and persons or entities other than the Owner.

§ A.4.2.2 Decision by Owner. If the parties have not identified a Neutral in Section 6.1 of the Agreement or elsewhere in the Design-Build Documents then, except for those claims arising under Sections A.10.3 and A.10.5, the Owner shall provide an initial decision. An initial decision by the Owner shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Owner with no decision having been rendered by the Owner.

§ A.4.2.3 The initial decision pursuant to Sections A.4.2.1 and A.4.2.2 shall be in writing, shall state the reasons therefor and shall notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject first to mediation under Section A.4.3 and thereafter to such other dispute resolution methods as provided in Section 6.2 of the Agreement or elsewhere in the Design-Build Documents.

§ A.4.2.4 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ A.4.2.5 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to initial resolution of the Claim.

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§ A.4.3 MEDIATION

§ A.4.3.1 Any Claim arising out of or related to the Design-Build Contract, except those waived as provided for in Sections A.4.1.10, A.9.10.4 and A.9.10.5, shall, after initial decision of the Claim or 30 days after submission of the Claim for initial decision, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable or other binding dispute resolution proceedings by either party.

§ A.4.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of the mediation. Request for mediation shall be filed in writing with the other party to the Design-Build Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration or other binding dispute resolution proceedings but, in such event, mediation shall proceed in advance thereof or of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ A.4.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ A.4.4 ARBITRATION

§ A.4.4.1 Claims, except those waived as provided for in Sections A.4.1.10, A.9.10.4 and A.9.10.5, for which initial decisions have not become final and binding, and which have not been resolved by mediation but which are subject to arbitration pursuant to Sections 6.2 and 6.3 of the Agreement or elsewhere in the Design-Build Documents, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Design-Build Contract and with the American Arbitration Association.

§ A.4.4.2 A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section A.13.6.

§ A.4.4.3 An arbitration pursuant to this Section A.4.4 may be joined with an arbitration involving common issues of law or fact between the Owner or Design-Builder and any person or entity with whom the Owner or Design-Builder has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Design-Build Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Design-Build Contract or not a party to an agreement with the Owner or Design-Builder, except by written consent containing a specific reference to the Design-Build Contract signed by the Owner and Design-Builder and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ A.4.4.4 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ A.4.4.5 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE A.5. AWARD OF CONTRACTS

§ A.5.1 Unless otherwise stated in the Design-Build Documents or the bidding or proposal requirements, the Design-Builder, as soon as practicable after award of the Design-Build Contract, shall furnish in writing to the Owner the names of additional persons or entities not originally included in the Design-Builder's proposal or in substitution of a person or entity (including those who are to furnish design services or materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Design-

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Builder in writing stating whether or not the Owner has reasonable objection to any such proposed additional person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection.

§ A.5.2 The Design-Builder shall not contract with a proposed person or entity to whom which the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable objection.

§ A.5.3 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected additional person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person's or entity's Work. However, no increase in Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ A.5.4 The Design-Builder shall not change a person or entity previously selected if the Owner makes reasonable objection to such substitute.

§ A.5.5 CONTINGENT ASSIGNMENT OF CONTRACTS

§ A.5.5.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner provided that:

1. assignment is effective only after termination of the Design-Build Contract by the Owner for cause pursuant to Section A.14.2 and only for those agreements which the Owner accepts by notifying the contractor in writing; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Design-Build Contract.

§ A.5.5.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Contractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ A.6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ A.6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. The Design-Builder shall cooperate with the Owner and separate contractors whose work might interfere with the Design-Builder's Work. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make such Claim as provided in Section A.4.1.

§ A.6.1.2 The term "separate contractor" shall mean any contractor retained by the Owner pursuant to Section A.6.1.1.

§ A.6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors, and the Owner until subsequently revised.

§ A.6.2 MUTUAL RESPONSIBILITY

§ A.6.2.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ A.6.2.2 If part of the Design-Builder's Work depends for proper execution or results upon design, construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Design-Builder so to report shall constitute

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an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ A.6.2.3 The Owner shall be reimbursed by the Design-Builder for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Design-Builder. The Owner shall be responsible to the Design-Builder for costs incurred by the Design-Builder because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

§ A.6.2.4 The Design-Builder shall promptly remedy damage wrongfully caused by the Design-Builder to completed or partially completed construction or to property of the Owner or separate contractors.

§ A.6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described in Section A.3.13.

§ A.6.3 OWNER'S RIGHT TO CLEAN UP

§ A.6.3.1 If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner shall allocate the cost among those responsible.

ARTICLE A.7 CHANGES IN THE WORK

§ A.7.1 GENERAL

§ A.7.1.1 Changes in the Work may be accomplished after execution of the Design-Build Contract, and without invalidating the Design-Build Contract, by Change Order or Construction Change Directive, subject to the limitations stated in this Article A.7 and elsewhere in the Design-Build Documents.

§ A.7.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. A Construction Change Directive may be issued by the Owner with or without agreement by the Design-Builder.

§ A.7.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive.

§ A.7.2 CHANGE ORDERS

§ A.7.2.1 A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

1. a change in the Work;
2. the amount of the adjustment, if any, in the Contract Sum; and
3. the extent of the adjustment, if any, in the Contract Time.

§ A.7.2.2 If the Owner requests a proposal for a change in the Work from the Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse the Design-Builder for any costs incurred for estimating services, design services or preparation of proposed revisions to the Design-Build Documents.

§ A.7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Section A.7.3.3.

§ A.7.3 CONSTRUCTION CHANGE DIRECTIVES

§ A.7.3.1 A Construction Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Design-Build Contract, order changes in the Work within the general scope of the Design-Build Documents consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ A.7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ A.7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- 1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 unit prices stated in the Design-Build Documents or subsequently agreed upon, or equitably adjusted as provided in Section A.4.1.9;
- 3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 as provided in Section A.7.3.6.

§ A.7.3.4 Upon receipt of a Construction Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ A.7.3.5 A Construction Change Directive signed by the Design-Builder indicates the agreement of the Design-Builder therewith including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ A.7.3.6 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section A.7.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section A.7.3.6 shall be limited to the following:

- 1 additional costs of professional services;
- 2 costs of labor including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- 3 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- 4 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- 5 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- 6 additional costs of supervision and field office personnel directly attributable to the change.

§ A.7.3.7 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ A.7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Owner shall make an interim determination for purposes of monthly payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of the Design-Builder to disagree and assert a Claim in accordance with Article A.4.

§ A.7.3.9 When the Owner and Design-Builder reach agreement concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ A.7.4 MINOR CHANGES IN THE WORK

§ A.7.4.1 The Owner shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Design-Build

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Documents. Such changes shall be effected by written order and shall be binding on the Design-Builder. The Design-Builder shall carry out such written orders promptly.

ARTICLE A.8 TIME

§ A.8.1 DEFINITIONS

§ A.8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Design-Build Documents for Substantial Completion of the Work.

§ A.8.1.2 The date of commencement of the Work shall be the date stated in the Agreement unless provision is made for the date to be fixed in a notice to proceed issued by the Owner.

§ A.8.1.3 The date of Substantial Completion is the date determined by the Owner in accordance with Section A.9.8.

§ A.8.1.4 The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ A.8.2 PROGRESS AND COMPLETION

§ A.8.2.1 Time limits stated in the Design-Build Documents are of the essence of the Design-Build Contract. By executing the Design-Build Contract, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ A.8.2.2 The Design-Builder shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence construction operations on the site or elsewhere prior to the effective date of insurance required by Article A.11 to be furnished by the Design-Builder and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Design-Build Documents, or a notice to proceed given by the Owner, the Design-Builder shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ A.8.2.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ A.8.3 DELAYS AND EXTENSIONS OF TIME

§ A.8.3.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control, or by delay authorized by the Owner pending resolution of disputes pursuant to the Design-Build Documents, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ A.8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section A.4.1.7.

§ A.8.3.3 This Section A.8.3 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE A.9 PAYMENTS AND COMPLETION

§ A.9.1 CONTRACT SUM

§ A.9.1.1 The Contract Sum is stated in the Design-Build Documents and, including authorized adjustments, is the total amount payable by the Owner to the Design-Builder for performance of the Work under the Design-Build Documents.

§ A.9.2 SCHEDULE OF VALUES

§ A.9.2.1 Before the first Application for Payment, where the Contract Sum is based upon a Stipulated Sum or the Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price, the Design-Builder shall submit to the Owner an initial schedule of values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner,

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shall be used as a basis for reviewing the Design-Builder's Applications for Payment. The schedule of values may be updated periodically to reflect changes in the allocation of the Contract Sum.

§ A.9.3 APPLICATIONS FOR PAYMENT

§ A.9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the current schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from Contractors and material suppliers, and reflecting retainage if provided for in the Design-Build Documents:

§ A.9.3.1.1 As provided in Section A.7.3.8, such applications may include requests for payment on account of Changes in the Work which have been properly authorized by Construction Change Directives but are not yet included in Change Orders.

§ A.9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay to a Contractor or material supplier or other parties providing services for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ A.9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ A.9.3.3 The Design-Builder warrants that title to all Work other than Instruments of Service covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, Claims, security interests or encumbrances in favor of the Design-Builder, Contractors, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ A.9.4 ACKNOWLEDGEMENT OF APPLICATION FOR PAYMENT

§ A.9.4.1 The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a written acknowledgement of receipt of the Design-Builder's Application for Payment indicating the amount the Owner has determined to be properly due and, if applicable, the reasons for withholding payment in whole or in part.

§ A.9.5 DECISIONS TO WITHHOLD PAYMENT

§ A.9.5.1 The Owner may withhold a payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Application for Payment or that the quality of Work is not in accordance with the Design-Build Documents. The Owner may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of an Application for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible, including loss resulting from acts and omissions, because of the following:

1. defective Work not remedied;
2. third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
3. failure of the Design-Builder to make payments properly to Contractors or for design services labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. persistent failure to carry out the Work in accordance with the Design-Build Documents.

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§ A.9.5.2 When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld.

§ A.9.6 PROGRESS PAYMENTS

§ A.9.6.1 After the Owner has issued a written acknowledgement of receipt of the Design-Builder's Application for Payment, the Owner shall make payment of the amount, in the manner and within the time provided in the Design-Build Documents.

§ A.9.6.2 The Design-Builder shall promptly pay the Architect, each design professional and other consultants retained directly by the Design-Builder, upon receipt of payment from the Owner, out of the amount paid to the Design-Builder on account of each such party's respective portion of the Work, the amount to which each such party is entitled.

§ A.9.6.3 The Design-Builder shall promptly pay each Contractor, upon receipt of payment from the Owner, out of the amount paid to the Design-Builder on account of such Contractor's portion of the Work, the amount to which said Contractor is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the Contractor's portion of the Work. The Design-Builder shall, by appropriate agreement with each Contractor, require each Contractor to make payments to Subcontractors in a similar manner.

§ A.9.6.4 The Owner shall have no obligation to pay or to see to the payment of money to a Contractor except as may otherwise be required by law.

§ A.9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections A.9.6.3 and A.9.6.4.

§ A.9.6.6 A progress payment, or partial or entire use or occupancy of the Project by the Owner, shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ A.9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by Contractors and suppliers shall be held by the Design-Builder for those Contractors or suppliers who performed Work or furnished materials, or both, under contract with the Design-Builder for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not be commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ A.9.7 FAILURE OF PAYMENT

§ A.9.7.1 If for reasons other than those enumerated in Section A.9.5.1, the Owner does not issue a payment within the time period required by Section 5.1.3 of the Agreement, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ A.9.8 SUBSTANTIAL COMPLETION

§ A.9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

§ A.9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

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§ A.9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not substantially complete, the Design-Builder shall complete or correct such item. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine whether the Design-Builder's Work is substantially complete.

§ A.9.8.4 In the event of a dispute regarding whether the Design-Builder's Work is substantially complete, the dispute shall be resolved pursuant to Article A.4.

§ A.9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder shall prepare for the Owner's signature an Acknowledgement of Substantial Completion which, when signed by the Owner, shall establish (1) the date of Substantial Completion of the Work, (2) responsibilities between the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance, and (3) the time within which the Design-Builder shall finish all items on the list accompanying the Acknowledgement. When the Owner's inspection discloses that the Work or a designated portion thereof is substantially complete, the Owner shall sign the Acknowledgement of Substantial Completion. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Acknowledgement of Substantial Completion.

§ A.9.8.6 Upon execution of the Acknowledgement of Substantial Completion and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ A.9.9 PARTIAL OCCUPANCY OR USE

§ A.9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to by the insurer if so required by the insurer, and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for completion or correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section A.9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ A.9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record the condition of the Work.

§ A.9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ A.9.10 FINAL COMPLETION AND FINAL PAYMENT

§ A.9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner shall promptly make such inspection and, when the Owner finds the Work acceptable under the Design-Build Documents and fully performed, the Owner shall, subject to Section A.9.10.2, promptly make final payment to the Design-Builder.

§ A.9.10.2 Neither final payment nor any remaining retained percentage will become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and

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waivers of liens, claims, security interests or encumbrances arising out of the Design-Build Contract, to the extent and in such form as may be designated by the Owner. If a Contractor refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be liable to pay in connection with the discharge of such lien, including all costs and reasonable attorneys' fees.

§ A.9.10.3 If, after the Owner determines that the Design-Builder's Work or designated portion thereof is substantially completed, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of a Change Order or a Construction Change Directive affecting final completion, the Owner shall, upon application by the Design-Builder, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ A.9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

1. liens, Claims, security interests or encumbrances arising out of the Design-Build Documents and unsettled;
2. failure of the Work to comply with the requirements of the Design-Build Documents; or
3. terms of special warranties required by the Design-Build Documents.

§ A.9.10.5 Acceptance of final payment by the Design-Builder, a Contractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE A.10 PROTECTION OF PERSONS AND PROPERTY

§ A.10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ A.10.1.1 The Design-Builder shall be responsible for initiating and maintaining all safety precautions and programs in connection with the performance of the Design-Build Contract.

§ A.10.2 SAFETY OF PERSONS AND PROPERTY

§ A.10.2.1 The Design-Builder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site or under the care, custody or control of the Design-Builder or the Design-Builder's Contractors or Subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ A.10.2.2 The Design-Builder shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ A.10.2.3 The Design-Builder shall erect and maintain, as required by existing conditions and performance of the Design-Build Documents, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ A.10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Design-Builder shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

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§ A.10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections A.10.2.1.2 and A.10.2.1.3 caused in whole or in part by the Design-Builder, the Architect, a Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections A.10.2.1.2 and A.10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section A.3.17.

§ A.10.2.6 The Design-Builder shall designate in writing to the Owner a responsible individual whose duty shall be the prevention of accidents.

§ A.10.2.7 The Design-Builder shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ A.10.3 HAZARDOUS MATERIALS

§ A.10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner.

§ A.10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder shall promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the Owner and Design-Builder. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shutdown, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ A.10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, Contractors, Subcontractors, Architect, Architect's consultants and the agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance exists on site as of the date of the Agreement, is not disclosed in the Design-Build Documents and presents the risk of bodily injury or death as described in Section A.10.3.1 and has not been rendered harmless, provided that such Claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) to the extent that such damage, loss or expense is not due to the negligence of the Design-Builder, Contractors, Subcontractors, Architect, Architect's consultants and the agents and employees of any of them.

§ A.10.4 The Owner shall not be responsible under Section A.10.3 for materials and substances brought to the site by the Design-Builder unless such materials or substances were required by the Design-Build Documents.

§ A.10.5 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ A.10.6 EMERGENCIES

§ A.10.6.1 In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time

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claimed by the Design-Builder on account of an emergency shall be determined as provided in Section A.4.1.7 and Article A.7.

ARTICLE A.11 INSURANCE AND BONDS

§ A.11.1 Except as may otherwise be set forth in the Agreement or elsewhere in the Design-Build Documents, the Owner and Design-Builder shall purchase and maintain the following types of insurance with limits of liability and deductible amounts and subject to such terms and conditions, as set forth in this Article A.11.

§ A.11.2 DESIGN-BUILDER'S LIABILITY INSURANCE

§ A.11.2.1 The Design-Builder shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Design-Builder from claims set forth below that may arise out of or result from the Design-Builder's operations under the Design-Build Contract and for which the Design-Builder may be legally liable, whether such operations be by the Design-Builder, by a Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Design-Builder's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Design-Builder's employees;
4. claims for damages insured by usual personal injury liability coverage;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims for bodily injury or property damage arising out of completed operations; and
8. claims involving contractual liability insurance applicable to the Design-Builder's obligations under Section A.3.17.

§ A.11.2.2 The insurance required by Section A.11.2.1 shall be written for not less than limits of liability specified in the Design-Build Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ A.11.2.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section A.11.2 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section A.9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Design-Builder with reasonable promptness in accordance with the Design-Builder's information and belief.

§ A.11.3 OWNER'S LIABILITY INSURANCE

§ A.11.3.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ A.11.4 PROPERTY INSURANCE

§ A.11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk, "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Design-Build Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section A.9.10 or until no person or entity other than the Owner has an insurable interest in the property required by

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this Section A.11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, Design-Builder, Contractors and Subcontractors in the Project.

§ A.11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, pilferage, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Design-Builder's services and expenses required as a result of such insured loss.

§ A.11.4.1.2 If the Owner does not intend to purchase such property insurance required by the Design-Build Contract and with all of the coverages in the amount described above, the Owner shall so inform the Design-Builder in writing prior to commencement of the Work. The Design-Builder may then effect insurance that will protect the interests of the Design-Builder, Contractors and Subcontractors in the Work, and, by appropriate Change Order, the cost thereof shall be charged to the Owner. If the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above without so notifying the Design-Builder in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ A.11.4.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ A.11.4.1.4 This property insurance shall cover portions of the Work stored off the site and also portions of the Work in transit.

§ A.11.4.1.5 Partial occupancy or use in accordance with Section A.9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use, by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ A.11.4.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Design-Build Documents, or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Design-Builder, Contractors and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ A.11.4.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder, Architect, the Design-Builder's other design professionals, if any, Contractors and Subcontractors for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.

§ A.11.4.4 If the Design-Builder requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance and the cost thereof shall be charged to the Design-Builder by appropriate Change Order.

§ A.11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section A.11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ A.11.4.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section A.11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire and that its limits will not be reduced until at least 30 days' prior written notice has been given to the Design-Builder.

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§ A.11.4.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against each other and any of their consultants, separate contractors described in Section A.6.1, if any, Contractors, Subcontractors, agents and employees, each of the other, and any of their contractors, subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section A.11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section A.6.1, if any, and the Contractors, Subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, even though the person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ A.11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section A.11.4.10. The Design-Builder shall pay Contractors their just shares of insurance proceeds received by the Design-Builder, and, by appropriate agreements, written where legally required for validity, shall require Contractors to make payments to their Subcontractors in similar manner.

§ A.11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Design-Build Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article A.7.

§ A.11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power.; The Owner as fiduciary shall, in the case of a decision or award, make settlement with insurers in accordance with directions of a decision or award. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

§ A.11.5 PERFORMANCE BOND AND PAYMENT BOND

§ A.11.5.1 The Owner shall have the right to require the Design-Builder to furnish bonds covering faithful performance of the Design-Build Contract and payment of obligations arising thereunder, including payment to design professionals engaged by or on behalf of the Design-Builder, as stipulated in bidding requirements or specifically required in the Agreement or elsewhere in the Design-Build Documents on the date of execution of the Design-Build Contract.

ARTICLE A.12 UNCOVERING AND CORRECTION OF WORK

§ A.12.1 UNCOVERING OF WORK

§ A.12.1.1 If a portion of the Work is covered contrary to requirements specifically expressed in the Design-Build Documents, it must be uncovered for the Owner's examination and be replaced at the Design-Builder's expense without change in the Contract Time.

§ A.12.1.2 If a portion of the Work has been covered which the Owner has not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Design-Builder. If such Work is in accordance with the Design-Build Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Design-Build Documents, correction shall be at the Design-Builder's expense unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs.

§ A.12.2 CORRECTION OF WORK

§ A.12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION.

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§ A.12.2.1.1 The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing, shall be at the Design-Builder's expense.

§ A.12.2.2 AFTER SUBSTANTIAL COMPLETION

§ A.12.2.2.1 In addition to the Design-Builder's obligations under Section A.3.5, if, within one year after the date of Substantial Completion or after the date for commencement of warranties established under Section A.9.8.5 or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found to be not in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct non-conforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section A.2.5.

§ A.12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ A.12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section A.12.2.

§ A.12.2.3 The Design-Builder shall remove from the site portions of the Work which are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ A.12.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Design-Builder's correction or removal of Work which is not in accordance with the requirements of the Design-Build Documents.

§ A.12.2.5 Nothing contained in this Section A.12.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder might have under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section A.12.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ A.12.3 ACCEPTANCE OF NONCONFORMING WORK

§ A.12.3.1 If the Owner prefers to accept Work not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be equitably adjusted by Change Order. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE A.13 MISCELLANEOUS PROVISIONS

§ A.13.1 GOVERNING LAW

§ A.13.1.1 The Design-Build Contract shall be governed by the law of the place where the Project is located.

§ A.13.2 SUCCESSORS AND ASSIGNS

§ A.13.2.1 The Owner and Design-Builder respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section A.13.2.2, neither party to the Design-Build Contract shall assign the Design-Build Contract as a

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whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Design-Build Contract.

§ A.13.2.2 The Owner may, without consent of the Design-Builder, assign the Design-Build Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ A.13.3 WRITTEN NOTICE

§ A.13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if sent by registered or certified mail to the last business address known to the party giving notice.

§ A.13.4 RIGHTS AND REMEDIES

§ A.13.4.1 Duties and obligations imposed by the Design-Build Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ A.13.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Design-Build Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ A.13.5 TESTS AND INSPECTIONS

§ A.13.5.1 Tests, inspections and approvals of portions of the Work required by the Design-Build Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

§ A.13.5.2 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section A.13.5.1, the Owner shall in writing instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section A.13.5.3, shall be at the Owner's expense.

§ A.13.5.3 If such procedures for testing, inspection or approval under Sections A.13.5.1 and A.13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure, including those of repeated procedures, shall be at the Design-Builder's expense.

§ A.13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ A.13.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ A.13.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ A.13.6 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ A.13.6.1 As between the Owner and Design-Builder:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

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2. **Between Substantial Completion and Final Application for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Application for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Application for Payment; and
3. **After Final Application for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Application for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Design-Builder pursuant to any Warranty provided under Section A.3.5, the date of any correction of the Work or failure to correct the Work by the Design-Builder under Section A.12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Design-Builder or Owner, whichever occurs last.

ARTICLE 14. TERMINATION OR SUSPENSION OF THE DESIGN/BUILD CONTRACT

§ A.14.1. TERMINATION BY THE DESIGN-BUILDER

§ A.14.1.1 The Design-Builder may terminate the Design-Build Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder or a Contractor, Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
2. an act of government, such as a declaration of national emergency which requires all Work to be stopped;
3. the Owner has failed to make payment to the Design-Builder in accordance with the Design-Build Documents; or
4. the Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section A.2.2.8.

§ A.14.1.2 The Design-Builder may terminate the Design-Build Contract if, through no act or fault of the Design-Builder or a Contractor, Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner, as described in Section A.14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ A.14.1.3 If one of the reasons described in Sections A.14.1.1 or A.14.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Design-Build Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery including reasonable overhead, profit and damages.

§ A.14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or a Contractor or their agents or employees or any other persons performing portions of the Work under a direct or indirect contract with the Design-Builder because the Owner has persistently failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Design-Build Contract and recover from the Owner as provided in Section A.14.1.3.

§ A.14.2. TERMINATION BY THE OWNER FOR CAUSE

§ A.14.2.1 The Owner may terminate the Design-Build Contract if the Design-Builder:

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Contractors for services, materials or labor in accordance with the respective agreements between the Design-Builder and the Architect and Contractors;
3. persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
4. otherwise is guilty of substantial breach of a provision of the Design-Build Documents.

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§ A.14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- 1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- 2 accept assignment of contracts pursuant to Section A.5.5.1; and
- 3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ A.14.2.3 When the Owner terminates the Design-Build Contract for one of the reasons stated in Section A.14.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ A.14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner.

§ A.14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ A.14.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ A.14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section A.14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- 1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- 2 that an equitable adjustment is made or denied under another provision of the Design-Build Contract.

§ A.14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ A.14.4.1 The Owner may, at any time, terminate the Design-Build Contract for the Owner's convenience and without cause.

§ A.14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall:

- 1 cease operations as directed by the Owner in the notice;
- 2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing contracts and purchase orders and enter into no further contracts and purchase orders.

§ A.14.4.3 In the event of termination for the Owner's convenience prior to commencement of construction, the Design-Builder shall be entitled to receive payment for design services performed, costs incurred by reason of such termination and reasonable overhead and profit on design services not completed. In case of termination for the Owner's convenience after commencement of construction, the Design-Builder shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Additions and Deletions Report for AIA® Document A141™ – 2004 Exhibit A

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PAGE 1

Oneida 54 One Stop Replacement
Project No. 13-002
Oneida, WI

Oneida Tribe of Indians of Wisconsin
P.O. Box 365
Oneida, WI 54155

Oneida Total Integrated Enterprises
1033 North Mayfair Road, Suite 200
Milwaukee, WI 53226

EXHIBIT B

AIA[®] Document A141[™] – 2004 Exhibit B

Determination of the Cost of the Work

for the following PROJECT:
(Name and location or address)

Oneida 54 One Stop Replacement
Project No. 13-002
Oneida, WI

THE OWNER:
(Name, legal status and address)

Oneida Tribe of Indians of Wisconsin
P.O. Box 365
Oneida, WI 54155

THE DESIGN-BUILDER:
(Name, legal status and address)

Oneida Total Integrated Enterprises
1033 North Mayfair Road Suite 200
Milwaukee, WI 53226

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE B.1 CONTROL ESTIMATE

§ B.1.1 Where the Contract Sum is the Cost of the Work, plus the Design-Builder's Fee without a Guaranteed Maximum Price pursuant to Section 4.3 of the Agreement, the Design-Builder shall prepare and submit to the Owner prior to the Design-Builder's first Application for Payment, in writing, a Control Estimate. The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee. The Control Estimate shall be used to monitor actual costs.

§ B.1.2 The Control Estimate shall include:

1. the documents enumerated in Article 8 of the Agreement, including all Addenda thereto and the Terms and Conditions of the Contract;
2. a statement of the estimated Cost of the Work showing separately the compensation for design services, construction costs organized by trade categories or systems and the Design-Builder's Fee; and
3. contingencies for further development of design and construction.

§ B.1.3 The Design-Builder shall meet with the Owner to review the Control Estimate. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge its acceptance in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ B.1.4 The Design-Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Design-Builder's first Application for Payment and shall be revised monthly or at other intervals as mutually agreed.

ARTICLE B.2 COSTS TO BE REIMBURSED**§ B.2.1 COST OF THE WORK**

The term Cost of the Work shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the Items set forth in this Article B.2.

§ B.2.2 LABOR COSTS

§ B.2.2.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's approval, at off-site locations.

§ B.2.2.2 Wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site with the Owner's approval.

§ B.2.2.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ B.2.2.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections B.2.2.1 through B.2.2.3.

§ B.2.3 CONTRACT COSTS

§ B.2.3.1 Payments made by the Design-Builder to Contractors in accordance with the requirements of their contracts.

§ B.2.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ B.2.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

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§ B.2.4.2 Costs of materials described in the preceding Section B.2.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ B.2.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ B.2.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Design-Builder at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Design-Builder. The basis for the cost of items previously used by the Design-Builder shall mean the fair market value.

§ B.2.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site, whether rented from the Design-Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.

§ B.2.5.3 Costs of removal of debris from the site.

§ B.2.5.4 Cost of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ B.2.5.5 That portion of the reasonable expenses of the Design-Builder's personnel incurred while traveling in discharge of duties connected with the Work.

§ B.2.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the Owner.

§ B.2.6 DESIGN AND OTHER CONSULTING SERVICES

§ B.2.6.1 Compensation, including fees and reimbursable expenses, paid by the Design-Builder for design and other consulting services required by the Design-Build Documents.

§ B.2.7 MISCELLANEOUS COSTS

§ B.2.7.1 That portion of insurance and bond premiums that can be directly attributed to this Design-Build Contract.

§ B.2.7.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

§ B.2.7.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ B.2.7.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or non-conforming Work for which reimbursement is excluded by Section A.13.5.3 of Exhibit A, Terms and Conditions, or other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.13.5.3.

§ B.2.7.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section A.3.16.1 of Exhibit A, Terms and Conditions, or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ B.2.7.6 Data processing costs related to the Work.

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§ B.2.7.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Design-Build Documents.

§ B.2.7.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder in the performance of the Work and with the Owner's prior written approval, which approval shall not be unreasonably withheld.

§ B.2.7.9 Expenses incurred in accordance with the Design-Builder's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner.

§ B.2.8 OTHER COSTS AND EMERGENCIES

§ B.2.8.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

§ B.2.8.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section A.10.6 of Exhibit A, Terms and Conditions.

§ B.2.8.3 Cost of repairing or correcting damaged or non-conforming Work executed by the Design-Builder, Contractors, Subcontractors or suppliers, provided that such damaged or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recoverable by the Design-Builder from insurance, sureties, Contractors, Subcontractors or suppliers.

ARTICLE B.3 COSTS NOT TO BE REIMBURSED

§ B.3.1 The Cost of the Work shall not include:

§ B.3.1.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Sections B.2.2.2 and B.2.2.3.

§ B.3.1.2 Expenses of the Design-Builder's principal office and offices other than the site office.

§ B.3.1.3 Overhead and general expenses, except as may be expressly included in Article B.2 of this Exhibit.

§ B.3.1.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.

§ B.3.1.5 Rental costs of machinery and equipment, except as specifically provided in Section B.2.5.2.

§ B.3.1.6 Except as provided in Section B.2.8.3 of this Agreement, costs due to the negligence or failure of the Design-Builder to fulfill a specific responsibility of the Design-Builder, Contractors, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

§ B.3.1.7 Any cost not specifically and expressly described in Article B.2, Costs to be Reimbursed.

§ B.3.1.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price, if any, to be exceeded.

ARTICLE B.4 DISCOUNTS, REBATES AND REFUNDS

§ B.4.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be secured.

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§ B.4.2 Amounts that accrue to the Owner in accordance with the provisions of Section B.4.1 shall be credited to the Owner as a deduction from the Cost of Work.

ARTICLE B.5 CONTRACTS AND OTHER AGREEMENTS OTHER THAN FOR DESIGN PROFESSIONALS HIRED BY THE DESIGN-BUILDER

§ B.5.1 Those portions of the Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed by others under contracts or by other appropriate agreements with the Design-Builder. The Owner may designate specific persons or entities from whom the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from Contractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Owner. The Owner shall then determine which bids will be accepted. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ B.5.2 Contracts or other agreements shall conform to the applicable payment provisions of this Design-Build Contract and shall not be awarded on the basis of cost plus a fee without the Owner's prior consent.

ARTICLE B.6 ACCOUNTING RECORDS

§ B.6.1 The Design-Builder or any affiliated person or entity which performs a portion of the Work shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement, and the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records, books, correspondence, instructions, receipts, contracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and the Design-Builder shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

§ B.6.2 When the Design-Builder believes that all the Work required by the Agreement has been fully performed, the Design-Builder shall deliver to the Owner's accountant a final accounting of the Cost of the Work.

§ B.6.3 The Owner's accountants will review and report in writing on the Design-Builder's final accounting within 21 days after delivery of the final accounting. Based upon such Cost of the Work as the Owner's accountants report (or be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section A.9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's accountants, notify the Design-Builder in writing of the Owner's intention to make final payment or to withhold final payment.

§ B.6.4 If the Owner's accountants report the Cost of the Work as substantiated by the Design-Builder's final accounting to be less than claimed by the Design-Builder, the Design-Builder shall be entitled to initiate resolution of the dispute pursuant to Article 6 of the Agreement and Article A.4 of Exhibit A, Terms and Conditions, for the disputed amount. If the Design-Builder fails to so initiate resolution of the dispute within the period of time required by Section A.4.1.2 of Exhibit A, Terms and Conditions, the substantiated amount reported by the Owner's accountants shall become binding on the Design-Builder. Pending a final resolution pursuant to Article 6 of the Agreement and Article A.4 of Exhibit A, Terms and Conditions, the Owner shall pay the Design-Builder the amount, if any, determined by the Owner's accountant to be due the Design-Builder.

§ B.6.5 If, subsequent to final payment and at the Owner's request, the Design-Builder incurs costs in connection with the correction of defective or non-conforming work as described in Article B.2, Costs to be Reimbursed, and not excluded by Article B.3, Costs Not to be Reimbursed, the Owner shall reimburse the Design-Builder such costs and the Design-Builder's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Design-Builder has participated in savings as provided in Section 4.4.3.1 of the Agreement, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Design-Builder.

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PAGE:1

Oneida 54 One Stop Replacement
Project No. 13,002
Oneida, WI

Oneida Tribe of Indians of Wisconsin
P.O. Box 365
Oneida, WI 54155

Oneida Total Integrated Enterprises
1033 North Mayfair Road, Suite 200
Milwaukee, WI 53226

EXHIBIT C

AIA[®] Document A141[™] – 2004 Exhibit C

Insurance and Bonds

for the following PROJECT:
(Name and location or address)

Oneida 54 One Stop Replacement
Project No. 13-002
Oneida, WI

THE OWNER:
(Name, legal status and address)

Oneida Tribe of Indians of Wisconsin
P.O. Box 365
Oneida, WI 54155

THE DESIGN-BUILDER:
(Name, legal status and address)

Oneida Total Integrated Enterprises
1033 North Mayfair Road, Suite 200
Milwaukee, WI 53226

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Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE C.1

The Owner and Design-Builder shall provide policies of liability insurance as required by the Design-Build Documents, or as follows:
(Specify changes, if any, to the requirements of the Design-Build Documents, and for each type of insurance identify applicable limits and deductible amounts.)

Per Exhibit G.

ARTICLE C.2

The Design-Builder shall provide surety bonds as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
N/A	N/A

C.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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PAGE 1

Oneida 54 One Stop Replacement
Project No. 13-002
Oneida, WI

Oneida Tribe of Indians of Wisconsin
P.O. Box 365
Oneida, WI 54155

Oneida Tribal Integrated Enterprises
1033 North Mayfair Road, Suite 200
Milwaukee, WI 53226

PAGE 2

Per Exhibit G.

N/A

N/A

EXHIBIT D

Exhibit D

Oneida Tribe of Indians of Wisconsin – Modifications to:

AIA Document A141 – 2004

Standard Form of Agreement Between Owner and Design-Build

Revised: July 6, 2015

ARTICLE 9 OTHER CONDITIONS AND SERVICES

- 9.1 In the event of any inconsistency between this Exhibit and any other provision of this Agreement, this Exhibit shall control.
- 9.2 Retyping the entire standard document will not be allowed. The standard form may be modified by striking out language and adding underlined new language directly on the pre-printed form or in an exhibit listed under paragraph 8.1.10.
- 9.3 Where the Contract Sum denoted under Article 4 is based upon a guaranteed maximum price, add Paragraph 5.1.5.1 to read as follows: "The schedule of values submitted shall identify the company name of each subcontractor and the subcontract value; this will replace the general description of the individual item of work. Where an item of work is self-performed by the Design-Build, denote such and organize by CSI Master Format section. Schedule of value format shall be submitted for Owner review of format prior to first application for payment being submitted."
- 9.4 Under Paragraph 6.2 the dispute resolution procedure shall be as denoted below:
- 9.4.1 Any claim, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be initially negotiated between the designated project representatives of both parties.
- 9.4.2 If negotiation between designated project representatives does not result in a settlement of the matter, it shall be referred to the president of the design/build firm and the Development Division Director for the Owner, for joint discussion and attempted resolution of the matter.
- 9.4.3 Both parties agree that if the matter cannot be resolved by mutual agreement of the principals, the matter will be referred to an alternate dispute resolution process which shall be mediation. Both parties agree that any claim, dispute or other matter in question arising out of or related to this agreement shall not be subject to arbitration. The parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 9.4.4 Mediator shall be selected by and mutually agreed to by both parties. The parties shall share the mediator's fee and any filing fees equally.

Exhibit D

- 9.4.5 The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding on the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation.
- 9.4.6 Nothing in this contract will be interpreted as a waiver of Owner's sovereign immunity.
- 9.5 Delete Paragraph 6.3 in its entirety.
- 9.6 The Owner and Design/Builder shall jointly reach decisions as to matters relating to desired aesthetic effect. If a decision cannot be made jointly the Owner's decision shall be final.
- 9.7 Design-Build Documents shall be prepared using reasonable care and competence in complying with applicable laws, statutes, ordinances, codes, rules and regulations in force as of the date of the agreement, consistent with Wisconsin Rules of Professional Conduct, chapter A-E 8, reference A-E 8.09(1).
- 9.7.1 It is the Owner's policy to have its facilities designed and constructed to meet the Wisconsin Commercial Building Code. As such, the Design-Builder shall use professional standard of care to ensure compliance with said code.
- 9.8 There will be no additional services or fees under this Agreement unless authorized in writing by the Owner prior to the commencement of said additional services. All consultants/subcontractors under this Agreement must be authorized in writing by the Owner.
- 9.9 The failure of one party to insist upon or enforce, in any instance, strict performance by the other party of any of the terms of this Agreement, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or right on any future occasion.
- 9.10 Design/Builder is required to obtain an Oneida Vendors License from the Owner's Licensing Department. Failure to obtain and maintain said license for the duration of this Agreement shall prohibit Design/Builder from receiving payment for services rendered, until such time as the license is obtained.
- 9.11 The Design/Builder and Design/Builder's consultants/subcontractors will comply with the requirements of *Design Standards & Criteria for Sovereign Oneida Nation of Wisconsin Engineering Department* as supplied by the Owner.
- 9.12 The Design/Builder is obligated by the requirements of the Oneida Nation's *Indian Preference in Contracting Law*, understands its provisions and its bearing on the Design/Builder's rights and responsibilities, and agrees that such provisions shall govern the Design/Builder's performance of the contract.
- 9.12.1 Design/Builder shall require all consultants/Subcontractors to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Design/Builder and consultant/Subcontractor.

Exhibit D

- 9.13 In addition to the services denoted within the Design-Build Documents, the Design-Builder shall provide the following services:
- 9.13.1 Civil Design: The Design-Builder shall provide civil design documents. The civil design documents shall illustrate and describe the site utilities, site paving, topography, erosion control plan, and storm water management plan. Design-Builder shall also prepare a storm water Operations and Maintenance Plan as described in COMM 82.36(13).
- 9.13.2 Sustainable Design: The Design-Builder throughout each design and construction phase shall make recommendations for and/or incorporate the use of sustainable products and practices throughout the project. Construction waste management will be incorporated into the project.
- 9.13.3 Sustainable Design Report: The Design-Builder will complete a report based upon the LEED Project Checklist, to include a narrative of each rating category for all prerequisites and credits, describing how/if the project design would/does comply with the requirements of the credit. The report's table of contents shall match the LEED Project Checklist for content. The report will include an estimated LEED Certification Rating based upon the opinion of the Project Team. The report shall be updated and submitted to the Owner with the documents at the end of the following phases: Design Documents, Construction Documents, and Substantial Completion. A formal LEED Certification Rating from the USGBC will not be pursued for this project.
- 9.13.4 GSA Pricing: The Design-Builder will investigate if selected materials and products are available under the U.S. General Services Administration (GSA) Schedules. Materials and products available with this pricing structure will be identified and the Owner notified. The Design-Builder will compare the GSA pricing to the Design-Builder's pricing and provide the Owner with a report listing the materials and products; and their respective pricing.
- 9.13.5 Record Drawings, the Design/Builder shall prepare Record Drawings which incorporate all changes to the Work after issuance of the Construction Documents, including, but not limited to: addendum, change orders, field orders, sketches and clarifications. Incorporation of these changes shall be made part of Record Drawings and not by referencing other documents. The Record Drawings shall be recorded on electronic media in the format of AutoCAD to be delivered to the Owner as part of the project closeout. Delivery shall be within sixty (60) days of the date of Substantial Completion. Deliverables shall be two sets of Record Drawings (paper) and one set of electronic media. The Owner will own all copyright and other intellectual property rights of the Record Documents and electronic media. The fee for this service will be billed on an hourly basis for which the fee will not exceed \$ 2,500.00. This fee is included in the GMP value.
- 9.13.6 Eleven Month Walk-thru: The Design-Builder shall schedule with the Owner a walk-thru of the project at eleven months after Substantial Completion to identify items requiring correction prior to the warranty expiration. Items identified shall be denoted in a punch list document to be delivered to the Owner and promptly addressed by the Design-Builder.

Exhibit D

9.14 Modifications to AIA Document A141 – 2004 Exhibit A Terms and Conditions, are as noted below:

9.14.1 Delete Section A.1.6 in its entirety and replace with the following:

9.14.1.1 It is agreed that reproducible Design-Build Documents including Drawings and Specifications, reviewed copies of shop drawings, record drawings and other documents created pursuant to this Agreement by the Design/Builder and the Design/Builder's consultants/subcontractors, including all copyright and other intellectual property, in original form and on electronic media, will be prepared for a specific project and are the property of the Owner on completion and acceptance of the project, or upon termination.

9.14.1.2 These documents must be delivered to the Owner as follows: upon project completion, as defined in the description of Record Drawings included in this exhibit; upon termination, 14 days from the date of the notice of termination.

9.14.1.3 The Design/Builder shall be permitted to retain original sketches and copies, including reproducible copies of Drawings and Specifications and electronic media for: information, reference, and submittal for design awards programs, publication in books and architectural journals and archiving in museum collections.

9.14.1.4 The Owner grants Design-Builder a non-expiring license to use standard details and designs that are incorporated in the Design-Build Documents that the Design-Builder normally uses in its course of business, designing and constructing non-related projects. However, said license does not include use of Oneida cultural iconography or symbols on other projects, without the express written permission of the Owner.

9.14.1.5 In the event the Design/Builder's services are terminated prior to completion of construction, the Owner shall indemnify and hold the Design/Builder and Design/Builder's consultants/subcontractors harmless from any costs or claims for damages arising out of use of incomplete documents, any interpretation, revision, alteration or omission to the documents which are not made by the Design/Builder and his consultants. Further, should the Owner reuse the Drawings, Specifications, or other documents, or any part thereof, the seals and certifications of the Design/Builder and Design/Builder's consultants/subcontractors shall be invalid, shall not be used and shall be deleted.

9.14.1.6 The Design-Builder shall incorporate the requirements of this Section 9.13.1 in all agreements with its design professionals.

9.14.2 Change Paragraph A.3.2.6 to read: "... Project; its civil, architectural, ..."

9.14.3 Add the following to the end of Paragraph A3.2.9: "Said certificates shall be submitted to Owner with the final construction document set."

Exhibit D

- 9.14.4 Add Paragraph A.3.3.9 to read as follows: "The Design/Builder shall have a qualified superintendent on the project site at all times during the Project while work is being performed.
- 9.14.4.1 The Owner shall have the right to review the qualifications of Design/Builder's superintendent, including by personal interview, and reject the superintendent at Owner's discretion. Design/Builder will not be entitled to additional compensation for replacing superintendent.
- 9.14.4.2 Design/Builder shall not change the superintendent during the course of the Project without the written approval of the Owner. Design/Builder's proposed superintendent substitution shall be subject to subparagraph above."
- 9.14.5 Change Paragraph A.3.4.2 to read: "...only with the written consent of the Owner..."
- 9.14.6 Add Paragraph A.3.6.2 to read as follows:
- 9.14.6.1 Section IV subparagraph F.3.b of the State of Wisconsin Department of Revenue Publication 207 (10/00), titled Sales and Use Tax Information for Contractors (www.dor.state.wi.us/pubs/00pb207), indicates non-native American contractors may be exempt from Wisconsin State sales tax on certain construction materials delivered to the reservation for use in Tribal projects if Federal Preemption applies. Federal Preemption applies to the Oneida Reservation.
- 9.14.6.2 It is the Design-Builder's responsibility to ascertain the applicability of this State publication to this Tribal project. Contractors who are uncertain as to what items are subject to tax, or who require further explanation or clarification, are requested to contact the Wisconsin Department of Revenue.
- 9.14.7 Add Paragraph A.3.8.3.1 to read: "Design-Builder shall notify Owner of time frames necessary for selection of materials and equipment under allowance in order not to cause a delay in the Work."
- 9.14.8 In Paragraph A.3.17.1 add: "Further, such obligation shall exceed/survive all of the insurance available to the Owner and its agents and employees." to the end of the paragraph.
- 9.14.9 Delete Paragraph A.4.1.10 in its entirety.
- 9.14.10 In Paragraph A.4.3.1 delete the words "arbitration or" and "binding".
- 9.14.11 In Paragraph A.4.3.2 delete the words "arbitration or other binding" in the third sentence.
- 9.14.12 Delete Section A.4.4 in its entirety.
- 9.14.13 Delete Paragraph A.7.2.2 in its entirety.

Exhibit D

- 9.14.14 Where the Contract Sum denoted under Article 4 is based upon a guaranteed maximum price, add Paragraph A.9.2.1.1 to read as follows: "The schedule of values submitted shall identify the company name of each subcontractor and the subcontract value; this will replace the general description of the individual item of work. Where an item of work is self-performed by the Design-Builder, denote such and organize by CSI Master Format section. Schedule of value format shall be submitted for Owner review of format prior to first application for payment being submitted.
- 9.14.15 In Paragraph A.9.3.3 delete the words "other than Instruments of Service" in the first sentence.
- 9.14.16 Add Paragraph A.9.3.4 to read: "With each Application for Payment submit a signed waiver of lien from the Design/Builder and every entity who may be legally entitled to file a mechanic's or other lien against the Work, covering the Work performed during the period covered by the previous Application for Payment."
- 9.14.17 Delete Section A.9.4 in its entirety.
- 9.14.18 Delete Paragraph A.9.6.1 in its entirety and replace with the following: "The Owner shall make payment of the approved amount, in the manner and within the time provided in the Design-Build Documents."
- 9.14.19 Add sub-paragraph A.9.10.4.4 to read: "Latent defects".
- 9.14.20 Add Paragraph A.9.10.6 to read: "Owner will require final waivers of liens from the Design/Builder and every entity who may be legally entitled to file a mechanic's or other lien against the Work, before Final Payment will be made."
- 9.14.21 Add Paragraph A.10.1.2 to read: "The Contractor will provide plans for FALLS over six feet, TRENCHING five feet deep or more, protection while in CONFINED SPACES and electrical LOCK AND TAG OUT systems. Plans will include safety equipment and retrieval plan for falls and injuries. All minimum standards for safety compliance can be referenced in 29 CFR 1926 Regulations. Questions related to safety requirements can be directed to the *Oneida Nation Environmental Safety Department*."
- 9.14.22 In Paragraph A.11.2.2 add: "Insurance provided to satisfy the terms of this agreement shall be on a primary and non-contributory basis." after the word "greater" in the first sentence.
- 9.14.23 In Paragraph A.11.2.3 add: "Such certificates of insurance shall note all of the additional insureds as required by the Contract Documents and include waivers of subrogation and that Design-Builder and subcontractor insurance is on a primary and non-contributory basis." at the end of this paragraph.

Exhibit D

- 9.14.24 Add Paragraph A.11.2.4 to read: "The Design-Builder shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner and the directors, partners, employees, agents, consultants, and subcontractors of Owner, as additional insureds for claims caused in whole or in part by the Design-Builder's negligent acts or omissions during the Design-Builder's operations; and (2) the Owner, its directors, partners, employees, agents, consultants, and subcontractors as additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions during the Design-Builder's completed operations."
- 9.14.25 In Paragraph A.13.4.1 delete the words "and remedies" at both places in paragraph.
- 9.14.26 In Paragraph A.14.1.1.1 delete the words "court or other".
- 9.14.27 In Paragraph A.14.4.3 delete the words "and reasonable overhead and profit on design services not completed" from the end of the first sentence.
- 9.14.28 In Paragraph A.14.4.3 delete the words ", along with reasonable overhead and profit on the Work not executed" from the end of the second sentence.
- 9.14.29 Changes in the Work, for Change Orders that include an adjustment to the Contract Sum, the allowance for overhead and profit included in the total cost shall not exceed one of the following:
- 9.14.29.1 For Work performed by the Design-Builder's own forces, maximum 15 percent of the cost.
- 9.14.29.2 For Work performed by the Design-Builder's Subcontractor, maximum 7.5 percent of the cost.
- 9.15 Modifications to AIA Document A141 – 2004 Exhibit B Determination of the Cost of the Work, are as noted below:
- 9.15.1 Add Paragraph B.2.5.2.1 to read: "Rental charges on tools and equipment shall stop when the market value of the tool or equipment have been paid by the Owner. No further rental charges will be paid by the Owner after the market value threshold is reached."
- 9.15.2 Add Article B.7 to read: "RIGHT OF AUDIT PROVISIONS: The following elements of this provision apply only to work under and in compliance with this agreement."
- 9.15.2.1 Design/Builder's records which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original documentation covering negotiated settlements; back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to this contract (all foregoing

Exhibit D

hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (1) compliance with contract requirements, (2) proper pricing of time and materials and change orders, (3) compliance with Owner's Business Ethics policies, and (4) claims submitted by the Design/Builder or any of his payees pursuant to the execution of the contract.

- 9.15.2.2 Such audits may require inspection and copying from time to time and at reasonable times and places of any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, bids, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this contract.
- 9.15.2.3 The Owner or its designee shall be afforded access to all of the Design/Builder's records, and shall be allowed to interview any of the Design/Builder's employees, pursuant to the provisions of this article throughout the term of this contract and for a period of three years after final payment or longer if required by law.
- 9.15.2.4 Design/Builder shall require all subcontractors to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Design/Builder and payee. Such requirements will also apply to Subcontractors and Sub-Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.
- 9.15.2.5 Owner's agent or its authorized representative shall have access to the Design/Builder's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- 9.16 Modifications to AIA Document A141 – 2004 Exhibit C Insurance and Bonds, are as noted below:
- 9.16.1 Add Paragraph C.1.1 to read: "The following are additional insurance requirements applicable to work under this agreement."

Exhibit D

- 9.16.1.1 Design-Builder and all subcontractors shall indemnify and hold harmless the Owner, its affiliates, officers, directors, employees, and agents of each, from and against any and all losses, payments, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses, interest or damages (including settlement), including court costs and reasonable attorney's fees, of whatever nature, for injuries, losses, or damages arising out of Design-Builder, subcontractors, officers, directors, employees, or agents performance of services under this Agreement.

EXHIBIT E



EXHIBIT E

2555 Packerland Drive
Green Bay, WI 54313
920-884-3959

May 19, 2015

Sent via e-mail to: wmtoxent@oneidanation.org

Oneida Tribe of Indians of Wisconsin
Mr. Wayne Metoxen
PO Box 365
Oneida, WI 54155

Subject: Oneida One Stop 54 Replacement -- GMP Proposal - Revised
Green Bay, WI

Dear Mr. Metoxen:

Oneida Total Integrated Enterprises (OTIE) is pleased to present this proposal for General Contracting work for the construction of the Oneida 54 One Stop Replacement. This proposal is a revision to the original drawings which were based on a 6,474 square foot building. By reducing the kitchen, the revised building footprint is 5,769 square feet.

Our proposal is based on the following information:

1. The following documents: (1) Preliminary pricing documents created by McMahon dated 3/27/15 with comments by Oneida Engineering dated 4/7/15; (2) plan sheets updated by McMahon, which include Architectural Site Plan dated May 6, 2015, Floor Plan dated May 13, 2015, and Roofing Plan dated May 6, 2015; and (3) OTIE civil drawings reviewed by Oneida Engineering dated 4/7/15.
2. Pricing is based on a combination of using RS Means for industry standards and some subcontractor feedback. Upon a completed set of bid documents, the documents will be competitively bid for all areas of work except carpentry, plumbing, HVAC, electrical and fuel systems.
3. Working hours will be between 7:00 a.m. to 3:30 p.m., Monday through Friday. Any other working hours are not included in this proposal.
4. The construction schedule will need to be updated upon further correspondence on next steps.

The following is a list of clarifications to the Pricing Documents:

1. The attached proposals from KHMI for plumbing and HVAC provide clarification to the mechanical design, from Current Electrical for electrical clarifications to the electrical design from US Petroleum for the fuel system clarification to the fuel system.
2. The bathroom wall tile is priced for 4'-0" high, above the 4'-0" is painted drywall.
3. We have included an allowance of three wall graphics at \$1,100 each.
4. There is no vinyl wall covering included in this proposal, except for the wall graphic allowance.
5. This proposal includes a white FRP to be used.
6. Bathroom accessories and compartments included in this proposal are limited to the following:
 - a. Wall hung, powder coated steel compartments and urinal screens.
 - b. Two (2) ADA bathroom signs.
 - c. Two (2) baby changing stations.
 - d. Three (3) sets of ADA grab bars.
 - e. Two (2) 24" x 36" mirrors.
 - f. Two (2) mop holders.
 - g. Three (3) surface mounted, stainless steel, toilet seat cover dispensers.
7. This proposal anticipates installation of five (5) recessed aluminum fire extinguisher cabinets. Fire extinguishers will be provided by the owner.

May 19, 2015

8. This proposal is based on completely closing the existing facility to the public until the entire construction is completed, at which time it will be re-opened to the public.
9. There is a \$28,215 allowance for landscaping included, which is based on the Larsen Road actual costs.
10. Our proposal includes the refrigeration for the walk in cooler and freezers but does not include the reach in cooler and freezer in the revised kitchen area.
11. There is tin ceiling tile above the dining area and the previously cathedral ceiling area. The remainder of the ceiling tiles will be standard white ACT tiles.
12. The building structure will consist of wood trusses with 5/8" OSB sheathing (non-fire treated) with structural metal stud exterior walls with 1/2" non-fire treated OSB sheathing. The structure requires some steel tube columns in the walls near the windows spans.
13. The fuel canopy structure is steel with fire rated plywood and smart siding.
14. There will be masonry on the front of the building for an area of 51' x 3'-4".
15. Below is pricing for removal and replacement of soft, poor and organic soils. As we are unable to determine the amount of organics in the soils, we are proposing an allowance. The actual allowance is based on \$6.80 per cubic yard to excavate and haul out poor soils to Oneida's Adams Road site and \$15.15 per cubic yard to haul in and place sand in the excavated areas, plus the cost of fabric if needed. These unit prices would be updated after the construction documents are bid and the lowest qualified bidder is awarded the project. We have estimated an average of 2' of overcut across the entire site that is being disturbed and replaced with a hard surface.
16. Our proposal includes General Conditions as follows:
 - a. Full-Time Supervision for eight months.
 - b. Onsite job trailer with proper safety requirements.
 - c. Dumpsters and portal toilets.
 - d. Construction and final cleaning.
 - e. Permit.
 - f. First Aid and general safety.
 - g. Construction fencing.
 - h. Temporary Electrical and Internet service.

The following items/services are excluded from this proposal and therefore are not included in the pricing or the Scope of Work:

1. All performance and payment bonds for OTIB and any of its subcontractors.
2. Winter conditions.
3. Dewatering.
4. Poor, unstable and unsuitable soil conditions.
5. Permanent Utilities services installation, relocation and usage fees.
6. Identification, testing, removal and disposal of hazardous materials such as asbestos, mold, and lead but not limited to.
7. Third party construction testing.
8. Permits (except for building permit), impact/assessment fees, and costs for municipal approval.
9. Overtime/off-hours work.
10. Muzak, audio visual, security, telecommunication, and data systems.
11. Artwork and décor.
12. Furniture, fixtures, food cases and equipment.
13. Wisconsin Sales Tax.
14. Clean-Agent fire extinguisher systems and fire suppression system.
15. Projection screens or devices.
16. Window treatments.
17. Signage.
18. Lockers.
19. Bronze plaque.
20. Bike path connection. We recommend bidding that as an alternate.

Our base price proposal is *Two Million Four Hundred Ninety Three Thousand Four Hundred Forty Nine Dollars (\$2,493,449).*

May 19, 2015

The proposal breakdown is as follows:

General conditions	\$ 200,653
Demolition	\$ 33,545
Excavation	\$ 129,580
Concrete	\$ 136,175
Masonry	\$ 29,547
Steel	\$ 55,563
Carpentry	\$ 129,963
Millwork	\$ 24,317
Insulation	\$ 11,182
Roofing/Siding	\$ 104,574
Storefront	\$ 39,852
Doors, frames and hardware	\$ 21,172
Drywall	\$ 118,776
Flooring	\$ 63,712
ACT	\$ 22,985
Painting	\$ 11,490
Bathroom accessories	\$ 5,755
Refrigeration	\$ 79,277
Bollard Covers	\$ 2,300
Plumbing	\$ 52,775
HVAC	\$ 120,484
Electric	\$ 115,943 (See options below requested by DPW)
Fuel System/Canopy	\$ 607,916
Asphalt	\$ 104,199
Concrete Curbing	\$ 12,227
Landscaping	\$ 17,765
Site Utilities	\$ 93,333
Subtotal	\$ 2,345,065
Contingency	\$ 100,000
Structural Design	\$ 11,809
Architectural	\$ 36,575
Base Total	\$ 2,493,449

The following is a list of additive allowances that should be taken into consideration as part of the base proposal sum:

1. Contaminated soils allowance \$ 20,000+
2. Poor soils allowance \$ 110,000
3. Drain tile allowance \$ 40,000 (unknown of the extend the owner would like to go)
4. Winter Conditions allowance \$ 50,000
5. Rework bio ditches \$50,000-225,000 (Depending on extent Owner would like to do)

The following is a list of alternates that could be considered to adjust the base proposal sum:

1. Deduct \$9,405 to eliminate Applause TV to the dispensers.
2. Per Oneida DPW electrical, the following alternates were requested for either maintenance or safety reasons.
 - a. Fixture A3I should be switched to a 2 lamp, single ballasted, focused approved wattage fixture. No cost change.
 - b. Fixture P2 should have dimmers controlled by daylight sensors. Add \$2,090 to the base total.
 - c. The EM lights should be an independent luminaire instead of being built into another fixture. No cost change.
 - d. Fixture L1 should be reduced in front of the cooler freezer area. Deduct \$784 from base bid.

May 19, 2015

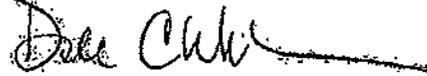
- c. Install a main service with a disconnect switch and panel instead of three 200 amp panels. Add \$3,135 to base bid.

This proposal is valid for 30 days.

We appreciate your consideration of OTIE for this project and look forward to working with you. If you have any questions, please feel free to contact Sara Bushle at 920-884-3964 or Matt Kunstman at 920-360-6710.

Sincerely,

Oneida Total Integrated Enterprises



Dale Chlebowski, P.E.
Midwest Region Manager

EXHIBIT F

EXHIBIT F



2555 Packerland Drive
Green Bay, WI 54313
920-884-3959

June 8, 2015

Sent via e-mail to: wmtoxen@oneidation.org

Oneida Tribe of Indians of Wisconsin
Mr. Wayne Metoxen
PO Box 365
Oneida, WI 54155

Subject: Oneida One Stop 54 Replacement – Proposal for the remainder of design and the bidding process
Green Bay, WI

Dear Mr. Metoxen:

Oneida Total Integrated Enterprises (OTIE) is pleased to present this proposal for design and bidding services for the Oneida 54 One Stop Replacement. This proposal breaks out the cost to bring the preliminary design services to a full set of construction documents and then perform the construction bid process.

Our proposal is based on the following information:

1. The following documents: (1) Preliminary pricing documents created by McMahon dated 3/27/15 with comments by Oneida Engineering dated 4/7/15; (2) plan sheets updated by McMahon, which include Architectural Site Plan dated May 6, 2015, Floor Plan dated May 13, 2015, and Roofing Plan dated May 6, 2015; and (3) OTIE civil drawings reviewed by Oneida Engineering dated 4/7/15.
2. The schedule for this work can be seen on the attached schedule dated June 5, 2015 which equates to a total of 66 calendar days.

The following items/services are excluded from this proposal and therefore are not included in the pricing or the Scope of Work:

1. All performance and payment bonds for OTIE and any of its subcontractors.
2. Landscape Architecture. The landscape will be design build.

Our base price proposal is Fifty Nine Thousand Seven Hundred Thirty Four Dollars (\$59,734).

The proposal breakdown is as follows:

Pre-Construction Bidding Services	\$ 10,827
Fuel drawings required for state submittal	\$ 523
Structural Design	\$ 11,809
<u>Architectural</u>	<u>\$ 36,575</u>
Base Total	\$ 59,734

At this point, we propose to enter into the AIA Agreement with the price set at the budget that has been approved by the GTC. However, since OTIE will not be able to confirm whether we can meet the contract budget until final bidding is complete, we suggest to add language stating that OTIE is authorized to only perform services through Final Design and Pre-Construction Bidding. After the Pre-Construction Bidding phase is complete, the Tribe will take one of the following actions: (1) if Pre-Construction Bidding reveals that OTIE will be able to perform the construction work within the contract budget, the Tribe will give OTIE Notice to Proceed with the construction work, (2) issue a modification to the contract to increase the contract value based on the results of Pre-Construction Bidding; or (3) if it is determined after Pre-Construction Bidding that OTIE will not be able to perform the construction work within the contract budget and the Tribe is not willing to pursue a contract modification, then the Tribe will terminate the agreement pursuant to Article A.14.4.

This proposal is valid for 30 days.

May 19, 2015

We appreciate your consideration of OTIE for this project and look forward to working with you. If you have any questions, please feel free to contact Sam Bushie at 920-884-3964 or Matt Kunstman at 920-360-6710.

Sincerely,
Oneida Total Integrated Enterprises

A handwritten signature in black ink that reads "Krystal L. John". The signature is written in a cursive style with a large initial "K".

Krystal L. John, J.D.
Contracts Administrator

EXHIBIT G

**Oneida Tribe of Indians of Wisconsin
Exhibit G
Insurance Requirements**

DESIGN-BUILDER INSURANCE

- G.1. The Owner's requirements for insurance coverage are denoted below.
- G.2. Indemnification, defense, protection and hold harmless shall exceed/survive all insurance available to Owner.
- G.3. Insurance provided to satisfy the terms of this agreement shall be on a primary and non-contributory basis and include a waiver of subrogation in favor of the Owner. Insurance shall extend until the State Statute of Repose.
- G.4. Design-Builder shall deliver to the Owner, certificates of insurance, and other evidence of insurance as requested, which Design-Builder is required to purchase and maintain. Such certificates of insurance shall include waivers of subrogation and denote Design-Builder's insurance is on a primary and non-contributory basis.
- G.4.1. Certificates verifying the required coverages shall be provided to the Owner prior to the Work being inflated.
- G.5. The insurance shall be written for not less than the following:
- G.5.1. Professional liability coverage, aggregate limit: \$3,000,000
- G.5.2. Workers' Compensation:
- | | | |
|----------|---|----------------------------|
| G.5.2.1. | State | Statutory |
| G.5.2.2. | Applicable Federal (E.g., Longshoreman's) | Statutory |
| G.5.2.3. | Employer's Liability | \$ 100,000/500,000/100,000 |
- G.5.3. Comprehensive General Liability (Including Premises-Operations; Protective; Products and completed Operations; Broad Form Property Damage; Contractual Liability Insurance):
- | | | |
|----------|------------------------------|-------------|
| G.5.3.1. | General Aggregate | \$2,000,000 |
| G.5.3.2. | Products Completed Aggregate | \$2,000,000 |
| G.5.3.3. | Each Occurrence | \$1,000,000 |
| G.5.3.4. | Personal Injury | \$1,000,000 |
- G.5.3.5. Additional insured endorsement form CG2010, CG2037 or their equivalent must be submitted with each project.
- G.5.4. Property Damage Liability Insurance shall include coverage for hazards X (explosion), C (collapse) and/or U (underground) as applicable.
- G.5.5. Products and Completed Operations Insurance shall be maintained for one (1) year after Final Payment.

**Onelda Tribe of Indians of Wisconsin
Exhibit G
Insurance Requirements**

- G.5.6. Umbrella Excess Liability \$5,000,000
- G.5.7. Automobile Liability, Combined Single Limit: \$1,000,000
- G.5.8. Aircraft Liability (owned and non-owned) when applicable, as follows:
 - G.5.8.1. With limits proposed by the Architect / Engineer for the Owner's approval (\$1,000,000 minimum).
- G.5.9. Watercraft Liability (owned and non-owned) when applicable, as follows:
 - G.5.9.1. With limits proposed by the Architect / Engineer for the Owner's approval (\$1,000,000 minimum).
- G.5.10. Design-Builder is responsible for obtaining insurance covering their tools, equipment, and materials which are not destined to be incorporated into the final project.

EXHIBIT D

**CONSULTANT/CONTRACTOR
CONFLICT OF INTEREST
DISCLOSURE FORM**

<p><i>Must Complete</i> Consultant/Contractor <u>is not an</u> <i>is/its not</i> employee of the Oneida Tribe. <i>(Must include job description if employee of Oneida Tribe.)</i></p>

I, Cynthia Shaw, Vice President of Contracts, on behalf of Oneida Total Integrated Enterprises
(Name of Consultant/Contractor) *(Name of Company, if any)*

(The "Contractor"), declare this to be a full and complete disclosure of all conflicts of interest with the Oneida Tribe of Indians of Wisconsin (The "Oneida Tribe"). Conflict of interest means; any interest, whether it be personal, financial, political, or otherwise, that conflicts with any right of the Oneida Tribe to property, information, or any other right to own and operate its enterprises, free from undisclosed competition or other violation of such rights of the Oneida Tribe. Therefore, I affirm to the best of my knowledge the following:

1. The Contractor is neither presently involved in, nor is it contemplating any legal actions against the Oneida Tribe.
2. The Contractor is not presently involved in any activity or has any outside interests that conflict or suggest a potential conflict with the Oneida Tribe.
3. The Contractor is neither involved in nor does it own any business investments which are related to or connected with the Oneida Tribe, its programs, departments, or enterprises.
4. Neither the Contractor, nor any of its representatives, holds any positions as director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Tribe. No representative of the contractor sits on any board, commission, or committee of the Oneida Tribe. No officer or director of the Company has any conflict as defined above.
5. The Contractor is neither applying for, nor receiving, any special services, grants, loans or other programs provided by the Oneida Tribe, and has no pending contracts with the Oneida Tribe, except as herein disclosed and listed below:

OTIE is currently working under several active contracts with the Oneida Tribe, and is awaiting award of at least one contract.

In response to paragraphs 3 and 4 above, OTIE makes the following disclosures:

OTIE is 100% owned by the Oneida Tribe. OTIE's board members are all Oneida Tribe members. Some of OTIE's board members also hold positions on other Oneida Tribe organizations. The details are provided below.

Butch Rentmeester:

Development/Engineering Director of the Development Division of the Oneida Tribe of Indians of Wisconsin

Chairperson of the OTIE Board of Managers

Chairperson of the Oneida Facilities Planning Committee

Board Member, Oneida ESC Group

Board Member, Mission Support Services

Board Member, Sustainment and Restoration Services

Leslie Wheelock:

OTIE Board Member

Jacquelyn Zalim:

Vice Chairperson of the Southeastern Oneida Tribal Services Advisory Board in Milwaukee

OTIE Board Member

Chairperson, Oneida ESC Group

Chairperson, Mission Support Services

Chairperson, Sustainment and Restoration Services

Jeff House:

OTIE Board Member

Secretary/Treasurer, Oneida ESC Group

Secretary/Treasurer, Mission Support Services

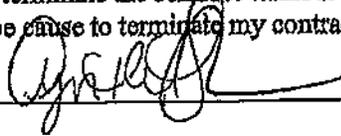
Secretary/Treasurer, Sustainment and Restoration Services

Wayne Metoxen:

OTIE Board Member

During the term of the contract or any extension thereof, I will promptly report any situation which may involve, suggest or appear to suggest any conflict that I may have with the Oneida Tribe. If a conflict arises, I am informed and understand that the Oneida Tribe may in its sole discretion, terminate the contract without obligation to me. Further, failure to report any conflict shall also be cause to terminate my contract.

Signed: _____



Date: October 23, 2014

PROPOSAL SCORING SUMMARY

25-Mar-14 Project No.: 13-002 Project: 5x One Stop Replacement

CRITERIA:	Proposals has Rev/d Infr.	Design Process	Project Management	Special Design Considerations	Corp. Chart	Related Experience (Personnel)		Sustainable Experience DESIGN	Related Experience (Firm)	Sustainable Experience DESIGN	Sustainable Experience CONSTRUCTION	Indian Preference	Proposed Fee - Pre-GMP Services	Proposed Fee - D-B Fee	Other Relevant Issues	TOTAL
						DESIGN	CONSTRUCTION									
Possible Score:	15	20	25	15	10	25	25	25	25	20	20	25	25	25	20	320
FIRM:	Howard Immel Inc.															
Reviewer 1	12	20	25	12	8	25	25	25	25	18	20	25	25	25	12	293
Reviewer 2	12	4	5	3	10	25	25	15	12	12	12	8	25	25	0	208
Reviewer 3	15	12	20	12	8	15	20	20	15	20	20	8	25	25	20	251
Reviewer 4	15	18	15	12	8	20	25	25	12	16	16	8	25	25	20	287
Reviewer 5	15	8	15	12	8	25	25	25	20	20	20	8	25	25	18	272
Reviewer 6	15	18	25	15	10	20	25	25	18	20	20	8	25	25	20	285
Reviewer 7	8	8	15	9	8	25	15	20	8	16	16	8	25	25	12	218
Reviewer 8	15	12	20	12	10	25	25	20	20	20	20	8	25	25	18	273
AVERAGE:	13.13	12.00	17.50	10.88	8.50	22.50	22.50	21.88	16.00	16.00	16.00	8.00	25.00	25.00	14.50	258.88
FIRM:	OTIE															
Reviewer 1	15	18	20	12	8	20	25	25	20	16	16	18	10	15	12	250
Reviewer 2	15	18	25	9	10	25	25	20	16	16	16	16	10	16	0	243
Reviewer 3	15	20	15	12	8	15	25	20	20	8	8	16	10	15	20	234
Reviewer 4	15	20	25	15	10	25	25	20	12	12	12	18	10	15	20	265
Reviewer 5	15	18	25	15	10	25	25	25	20	20	20	18	10	15	16	278
Reviewer 6	15	20	25	12	8	25	20	20	20	20	20	16	10	15	16	287
Reviewer 7	15	20	25	12	10	25	25	23	16	16	16	16	10	15	20	275
Reviewer 8	15	20	25	15	10	25	25	25	20	20	20	18	10	15	20	286
AVERAGE:	15.00	18.50	23.13	12.75	9.25	23.13	22.50	22.50	18.00	18.00	18.00	18.00	10.00	15.00	15.50	262.25
FIRM:	Sunet Construction Services															
Reviewer 1	15	20	20	12	6	25	25	25	16	16	16	10	20	20	12	269
Reviewer 2	15	12	20	15	10	25	25	20	18	16	16	10	20	20	0	249
Reviewer 3	16	12	15	15	8	15	20	15	18	16	16	10	20	20	20	232
Reviewer 4	12	18	20	12	10	25	25	25	12	8	8	10	20	20	20	290
Reviewer 5	15	16	20	15	8	25	25	25	20	20	20	10	20	20	16	280
Reviewer 6	15	20	25	12	10	20	25	25	18	16	16	10	20	20	20	274
Reviewer 7	12	12	15	12	8	25	20	25	8	12	12	10	20	20	18	285
Reviewer 8	15	20	20	15	10	25	25	20	20	20	20	10	20	20	16	281
AVERAGE:	14.26	18.00	18.88	13.50	9.00	23.13	23.13	22.50	15.50	15.50	15.50	10.00	20.00	20.00	15.00	280.00

Denise J. Vigue

From: Paul J. Witek
Sent: Wednesday, July 29, 2015 4:27 PM
To: Denise J. Vigue
Cc: Jo A. House; Troy D. Parr; Brian A. Doxtator; Michele M. Doxtator
Subject: HWY 54 One Stop - Project Manager Reassignment

Denise,

I have received the request to reassign the Project Manager on the 54 One Stop project due to a potential conflict of interest (Wayne on the OTIE Board and as Tribe's Project Manager). I have removed Wayne Metoxen as Project Manager (PM) and will be assigning a new PM from my staff. I will need to review workloads and project reassignments before I can determine who the new PM will be. In the meantime, please put me down as the PM on documents needing approval and I will notify you when I have made the new PM assignment.

Feel free to contact me with any questions.

Paul J. Witek, AIA, LEED-AP
Senior Tribal Architect
Oneida Engineering Department
920-869-4543
920-713-8641 mobile

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 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:

1. Accept the financial analysis for the resolution 3, regarding Boards, Committee and Commissions and GTC Directives.
2. Choose GTC meeting agenda for this petition.

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: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary 

Date: August 7, 2015

Re: Petitioner Madelyn Genskow: Request Saturday meeting to address four (4) resolutions

1. Budget Cuts
2. Swimming Lessons
3. BCC's to carry out GTC Directives
4. Elder Home Repair

The purpose of this memorandum is to notify you the final financial analysis regarding the above referenced petition is ready for acceptance by the Oneida Business Committee (OBC) and to provide information on available GTC meeting dates.

Background

The above referenced petition was submitted to the Tribal Secretary's Office on November 17, 2014, and verified by the Enrollment Department. The petition was submitted to the Oneida Business Committee (OBC) agenda for the December 10, 2014, meeting.

Status

The financial analysis for resolution 3, regarding Boards, Committees, and Commissions and GTC Directives is due at August 12, 2015, regular Oneida Business Committee (OBC) meeting. The financial analysis for resolution 3 has been submitted.

<i>Analysis</i>	<i>Original Due Date</i>	<i>Length of Extension</i>	<i>New Due Date</i>	<i>Date Accepted by the OBC</i>
Legislative	Feb. 11, 2015	n/a	n/a	February 11, 2015
Legal	Feb. 11, 2015	60 days	April 22, 2015	Resolution 1 & 2 – March 25, 2015 Resolution 3 & 4 – April 22, 2015
Financial	Feb. 11, 2015	60 days 30 days add'l 15 days add'l 1 meeting 1 meeting	April 22, 2015 June 10, 2015 July 8, 2015 July 22, 2015 Aug. 12, 2015	Resolution 1 – June 10, 2015 Resolution 2 & 4 – July 22, 2015

The attached chart indicates the topic and status of each resolution

GTC Meeting Dates¹

<i>Meeting Date</i>	<i>Status</i>	<i>Reason</i>
September 12, 2015	Unavailable	July 6, 2015 motion set this agenda
September 21, 2015	Not Recommended	FY-2016 Budget meeting, full agenda
January 2016	Not Recommended	2016 Annual, full agenda
March 19, 2016	Available	No agenda items set.

Requested OBC Action

1. Accept the financial analyses for resolution 3, regarding Boards, Committees, and Commissions and GTC Directives.
2. Choose GTC meeting agenda for this petition.

¹ The proposed budget for FY-2016 GTC meetings allows for six (6) meetings. Three (3) of those meetings are allocated for the Annual, the Semi-Annual, and the Budget. This leaves three (3) special meetings allocated in the budgeted.

Current Petitions At-A-Glance

Petitioner and Subject	Analyses		
Genskow – Four Resolutions			
	<i>legislative</i>	<i>legal</i>	<i>financial</i>
1 Budget Cuts	✓	✓	✓
2 Swimming Lessons	✓	✓	✓
3 BCC to Carry Out GTC directives	✓	✓	
4 Elder Home Repair	✓	✓	✓
Genskow – Six Resolutions			
	<i>legislative</i>	<i>legal</i>	<i>financial</i>
1 Completed Scheduling General Tribal Council Meetings	✓	✓	
2 Fee to Trust Process	✓	✓	
3 In Progress Elder Services Means Testing	✓		
4 In Research Record Subcommittee Meetings	✓		
5 Governmental Services Chain of Command	✓		
6 Unclaimed Per Capita Payments	✓		
Genskow – Three Resolutions			
	<i>legislative</i>	<i>legal</i>	<i>financial</i>
1 Oneida Business Committee Accountability			
2 Repeal Judiciary Law	✓		
3 Open Records and Open Meetings Law	✓		
	✓		
Cornelius – Report on OSGC and four resolutions			
	<i>legislative</i>	<i>legal</i>	<i>financial</i>
1 Audit of OSGC			
2 OSGC Return Money to Tribe			
3 Freedom of the Press			
4 Tax Oneida Business Committee for Failure to Dissolve OSGC			
Report Report on OSGC	n/a	n/a	n/a
	<i>legislative</i>	<i>legal</i>	<i>financial</i>
Powless – Per Capita Distribution			

ONEIDA TRIBE OF INDIANS Page 113 of 292
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.

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

MEMORANDUM

DATE: July 27, 2015
FROM: Larry Barton, Chief Financial Officer
TO: Oneida Business Committee
RE: **Fiscal Impact of Genskow Petition – Resolution 3 Boards, Committees, Commissions**

I. Background

The above referenced petition was submitted to the Tribal Secretary's Office on November 17, 2014, and verified by the Enrollment Department. The petition contains the following:

"Whereas the Oneida General Tribal Council is the Supreme Power of the Oneida Tribe. Now therefore be it resolved that all boards, committee and commissions of the Oneida Tribe must carry out directives given by the Oneida General Tribal Council unless it conflicts with Federal or State laws."

The following information was reviewed and is being cited in response to the petition.

Oneida Tribal Constitution

Section 1. The governing body of the Oneida Nation shall be the General Tribal Council composed of all the qualified voters of the Oneida Nation.

Section 3. The qualified voters of the Oneida Nation shall elect from among the enrolled Oneida Nation members who physically reside in either Brown or Outagamie Counties of Wisconsin by secret ballot (a) a chairman; (b) a vice-chairman; (c) a secretary; (d) a treasurer; (e) and five councilmen. These shall constitute the Business Committee and shall perform such duties as may be authorized by the General Tribal Council.

Article IV-Powers of the General Tribal Council

(g) To appoint committees, delegates, and officials deemed necessary for the proper conduct of tribal business or relations.

(h) To charter subordinate organizations for economic purposes and to delegate to such organizations, or to any subordinate boards or officials of the Nation, any of the foregoing powers, reserving the right to review any action taken by virtue of such delegated power.

(i) To adopt resolutions not inconsistent with this Constitution and the attached By-laws, regulating the procedure of the Council itself and of other tribal agencies, tribal officials, or tribal organizations of the Oneida Reservation.

By laws of the Oneida Tribe of Indians of Wisconsin

Section 5. Appointive Officers. - The duties of all appointive boards or officers of the Community shall be clearly defined by resolutions of the Council (GTC) at the time of their creation or appointment. Such boards and officers shall report, from time to time as required, to the Council (GTC), and their activities and decisions shall be subject to review by the Council upon the petition of any person aggrieved.

Comprehensive Policy Governing Boards, Committees and Commissions (BCC)

Article I. Purpose and Policy

1-2. It is the purpose of this policy to govern the standard procedures regarding the appointment of persons to boards, committees and commissions, creation of by-laws, maintenance of official records, compensation, and other items related to Boards, Committees and Commissions. This policy does not apply to Tribal Corporations due to the Corporate structure and autonomy of those entities.

All members of Boards, Committees, and Commission take the following oath of office.

I, name, do hereby promise to uphold the laws and regulations of the Oneida Tribe of Indians of Wisconsin, the General Tribal Council, and the Tribal Constitution. I will perform my duties to the best of my ability and on behalf of the Oneida people with honor, respect, dignity, and sincerity and with the strictest confidentiality. I will carry out the duties and responsibilities as a member of the entity name, and all recommendations shall be made in the best interest of the Oneida Tribe as a whole. Officials found to be in violation of the Comprehensive Policy Governing Boards, Committees, and Commissions may be removed pursuant to the Removal Law if elected or have their appointment terminated if appointed. Lastly, Tribal corporations, due to the corporate structure and autonomy of those entities are exempt from the Comprehensive Policy.

Subpart H. Enforcement And Penalties

13-25. Officials found to be in violation of this policy may be removed pursuant to the Removal Law if elected or have their appointment terminated if appointed.

Legislative Procedures Act (LPA)

This law was adopted by the Oneida General Tribal Council (GTC) by resolution GTC #01-07-13-A. The purpose of this law is to provide a process for the adoption of Oneida Tribal laws.

II. Executive Summary of Findings

The petition states that all boards, committee and commissions of the Oneida Tribe must carry out directives given by the Oneida General Tribal Council unless it conflicts with Federal or State laws. Tribal laws are not included and no specific directive is stated.

The Oneida Constitution, Tribal laws, policies, and procedures outline the authorities and processes that govern the oversight of the various boards committees and commissions. In accordance with the LPA, any interested person may submit a written request to the Legislative Reference Office to amend legislation and any changes will be open for public comment. The Legislating Operating Committee oversees this process. Therefore there are no startup costs, or additional personnel needed.

III. Financial Impact

No fiscal impact

IV. Recommendation

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

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 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:

Per the attached Status Update Memo, request that the Tribal Secretary provide a final recommendation at the September 9, 2015 Oneida Business Committee meeting and that the Tribal Secretary consider the attached research memo in making the said recommendation.

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: _____
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: August 12, 2015
RE: Petition: Constitution Amendments in regards to Membership –
 Progress Update

A petition regarding the Oneida Nation's membership requirements found in the Tribe's constitution was submitted and verified on June 30, 2014. The petitioner notes that because she is only $\frac{1}{4}$ Oneida of Wisconsin, her son is not eligible for enrollment despite her involvement and membership with the Nation, but if we allowed inclusion of Oneida blood from all locations (Wisconsin, New York and Canada) that she would actually be $\frac{1}{2}$ Oneida and therefore her children would still qualify for membership. Accordingly, her petition requests revisions to the Membership Ordinance that would make members eligible that have $\frac{1}{4}$ Oneida blood quantum (no change to percentage), however, in order to reach $\frac{1}{4}$ blood quantum, potential members could use any combination of blood from our Nation, the Oneida Nation of the Thames (Canada), and the Oneida Indian Nation of New York, so long as there is the presence any amount of blood from our Nation.

A brief synopsis of this Petition's most recent progress is provided by the following timeline:

- 10/22/14 OBC:** Motion by Melinda J. Danforth to accept the legislative, fiscal and legal analyses as provided for this petition and direct the Tribal Secretary to provide an update at the next Business Committee meeting on the update of the conversation with the petitioner, seconded by Tehassi Hill. Motion carried unanimously.
- 11/12/14 OBC:** Motion by Melinda J. Danforth to accept the update as information and to direct the Tribal Secretary to provide a final recommendation on this item at the December 10, 2014, Business Committee meeting, seconded by Jenny Webster. Motion carried unanimously.
- 12/10/14 OBC:** Motion by Jenny Webster to accept the update as information and direct the Tribal Secretary to bring back the final recommendation when it is ready, seconded by Tehassi Hill. Motion carried unanimously.

6/15/15: Work Meeting Held. Attendees include: Brandon Stevens, Tehassi Hill, Cheryl Skolaski, Jordyn Rasmussen, Krystal John, RC Metoxen, Bonnie Pigman, Norbert Hill, Candice Skenandore

Based on the most recent proceedings, without the Tribal Secretary having provided her final recommendation to the Oneida Business Committee, the Legislative Operative Committee has not directed any revisions to the Membership Ordinance. However, we have still been working on and discussing this Petition. As noted above, we conducted a work meeting on June 15, 2015 and at that work meeting directed our Staff Attorney to prepare the attached memorandum to the Legislative Operating Committee noting the obstacles to implementing the petitioners requested revisions to the membership requirements that were discussed in our meeting and also considering models that other tribes have pursued in revising their membership requirements.

Requested Action: That the Tribal Secretary provide a final recommendation at the September 9, 2015 Oneida Business Committee meeting and that Tribal Secretary consider the attached research memorandum in making the said recommendation.

**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>

Memorandum

TO: Legislative Operating Committee (LOC)
FROM: Krystal L. John, Staff Attorney, Legislative Reference Office (LRO)
DATE: August 5, 2015
RE: Research: Membership Qualification Changes

You have requested a research report regarding changing the membership qualifications. In part, this is based on a petition regarding the Oneida Nation's membership requirements found in the Nation's constitution that was submitted and verified on June 30, 2014.

Background

The petitioner notes that because she is only $\frac{1}{4}$ Oneida of Wisconsin, her son is not eligible for enrollment despite her involvement and membership with the Nation, but if the Nation allowed inclusion of Oneida blood from all Oneida communities (Wisconsin, New York and Canada) that she would actually be $\frac{1}{2}$ Oneida and therefore her children would still qualify for membership. The petitioner correctly notes that her request would not affect very many children's eligibility for membership, but rather, would make a matter of a hundred or less additional children eligible for membership.

The petition also touches upon a topic that the Trust/Enrollment Committee has been discussing with the Sustain Oneida initiative; if the Oneida Nation continues to use blood quantum to determine membership, the Nation may run out of enrolled members as soon as one century's time.

Analysis

The petitioner's assertion that there are more $\frac{1}{4}$ blood quantum Oneidas than Oneidas having half or more blood quantum is verified by Enrollment's latest statistics. These statistics report that currently 45.7% of the membership is $\frac{1}{4}$ blood quantum and another 13.0% are greater than $\frac{1}{4}$ but less than $\frac{1}{2}$ blood quantum. Meanwhile 23.4% are $\frac{1}{2}$ blood quantum, 10.1% are more than $\frac{1}{2}$ but less than full blood quantum, and only 7.8% are full blood quantum.¹ Another notable piece of data from the recent enrollment statistics is that the Nation's membership is beginning to die at a faster rate than it has been enrolling. From 2010-2014 there were an average of 109 deaths per year (549 deceased in the entire period) and 619 enrolled in the same period.² So far,

¹ See, Skolaski, Cheryl, *2015 06 23 Enrollment Statistics*, 25 (June 2015).

² Skolaski, Cheryl, *2015 06 23 Enrollment Statistics*, 3, 21 (June 2015).

in 2015, 63 members have deceased and only 10 new members have enrolled.³ Sustain Oneida brings forward the notion that in order to maintain membership, the membership ordinance will eventually need to be amended to allow us to sustain membership as opposed to steadily lose members, which is the only possible trajectory when enrollment is based on blood quantum. Based on Enrollment's estimate, the petition will add an estimated 100 or less additional children eligible as new members, but in comparison to the magnitude of the declining enrollment of new membership and rapidly dropping blood quantum it cannot serve as the sole solution.

It was mentioned at the work meeting held on June 15, 2015, that perhaps the Nation and the Oneida Business Committee should take this opportunity to make this Petition the launching pad for a larger discussion. This report is broken into two sections. The first section attempts to identify a broad range of obstacles facing the Nation should the qualifications for membership be amended. The second section highlights issues found/addressed/researched by a tribe considering implementation of a similar change in membership qualifications.

This report is intended to provide discussion points and does not include recommendations or legislative language. In order to provide a basis for the discussion, this report utilizes the petition submitted by Michelle Danforth to begin the discussion. It is likely any other type of change to the membership qualifications would raise the same issues.

WHAT WOULD THE ENROLLMENT REQUIREMENTS BE PURSUANT TO THE SUBJECT PETITION AND WHAT OBSTACLES DOES THE NATION FACE IN IMPLEMENTING THESE CHANGES?

In order to understand the obstacles and policy decisions that will need to be addressed in order to implement the petitioner's request, it is important to understand the actual request of the petition. As I understand the petition, the new membership requirements would make members eligible that have $\frac{1}{4}$ Oneida blood quantum (no change to percentage), however, in order to reach $\frac{1}{4}$ blood quantum, potential members could use any combination of blood from our Nation, the Oneida Nation of the Thames (Canada) (hereinafter "Thames"), and the Oneida Indian Nation of New York, so long as there is the presence any amount of blood from our Nation.

The following is a list of obstacles the Nation will face in implementing the petitioner's request with more in-depth explanations following in chronological order.

- 1) **Dual Enrollment** – will the Nation require relinquishment of membership from the other tribes and, if so, what impact might that have on the Nation's relationships with the other Oneida Nations?
- 2) **Retrieving Blood Quantum Percentages** – the Thames and New York Oneidas have not been very open to sharing information with us and may not follow the same enrollment practices.
- 3) **Benefit Sharing** – the Nation's budget is already tight and expanding the membership criteria to other Oneida nations could incentivize transitioning to this community for economic reasons alone.

³ Skolaski, Cheryl, 2015 06 23 *Enrollment Statistics*, 3, 21 (June 2015).

- 4) **Impacts on Federal Funding** – while most, if not all, federal funding programs allow tribes to self-define their membership, are there programs that require ¼ blood quantum from a federally recognized tribe?
- 5) **Policy Considerations** – should the Nation change its membership ordinance to affect such a small population when it is clear that the petitioner’s request cannot serve as the sole solution to the Nation’s larger issue of declining membership and the Nation has not decided how to address the larger issue yet?

Dual Enrollment

It is understood that the intent of this Petition is to allow individuals who may not have enough Oneida Wisconsin blood to use Thames and/or New York Oneida blood to supplement their Oneida Wisconsin blood so they may enroll with the Nation. However, if the Nation’s membership requirements are revised according to the petitioner’s request, members already enrolled in the other two Oneida tribes may decide to enroll in our Nation to take advantage of various benefits that the Nation provides. Because the Nation does not allow dual enrollment, and other Oneida tribes also likely prohibit dual enrollment, the other Oneida tribal members choosing to enroll with us may have to disenroll from their current tribe. The decision to disenroll in another tribe in order to enroll in our Nation is entirely an individual choice. Since benefits may play a deciding role in making that choice and it is not possible to identify all the possible nuances of the effect on available benefits, this report simply notes this issue.⁴

As the Membership Ordinance is currently written, dual enrollment, which is enrollment in more than one tribe or band,⁵ is expressly prohibited by Section 10.4-1(c). Accordingly, if the Nation were going to allow Thames and New York Oneidas that have any portion of Oneida Wisconsin blood to become enrolled members of our Nation, the current law would minimally require that the New York Oneidas relinquish their membership in the Oneida Indian Nation of New York, which is a federally recognized tribe. Additionally, because the law does not specifically limit the consideration of dual enrollment to enrollment in federally recognized tribes, it could be interpreted as forbidding dual membership, regardless of federal recognition. Under such an interpretation, the Nation would also be requiring the Thames Oneidas to relinquish their membership in the Oneida Nation of the Thames. Even if the Nation changed its law, it is likely that in order to enroll in our Nation, the new potential members would be required to relinquish their current tribal membership because their tribes likely have similar provisions prohibiting dual enrollment.

Another option that has been discussed is considering enrollment in another Oneida tribe “joint enrollment” rather than “dual enrollment.” This may sound like a better option than lifting the ban on dual enrollment or excluding the other Oneida tribes from the definition of “dual enrollment.” Without the cooperation of the other Oneida tribes, in practice, it amounts to the

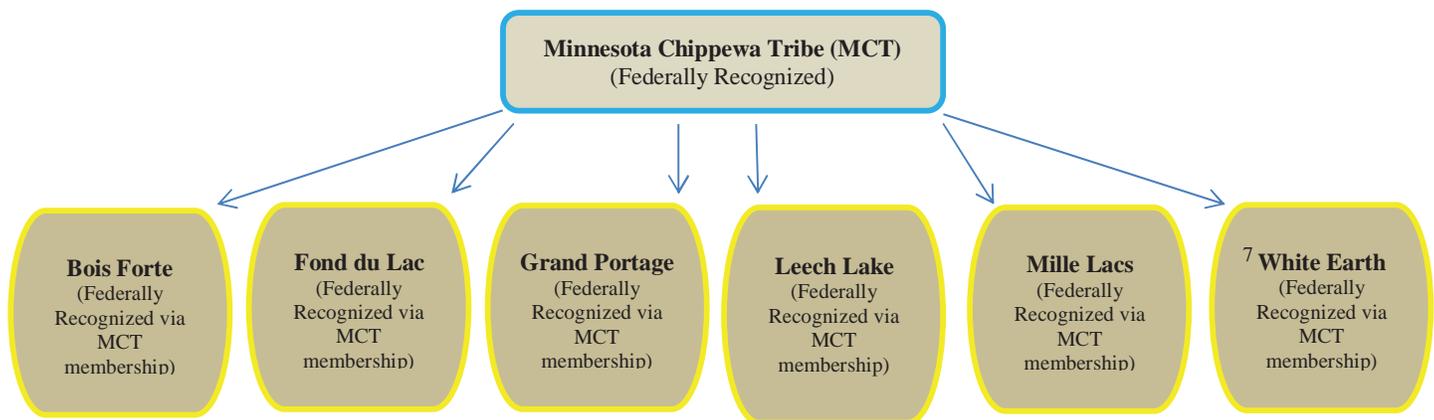
⁴ This question of benefits includes benefits received from each of the tribes (Wisconsin, Canada, New York) as well as those federal benefits (United States or Canada) that may be conveyed to the tribe or the individual.

⁵ “Dual Enrollment” is not specifically defined as enrollment in more than one *federally recognized* tribe in the Constitution or the Nation’s By-laws, the Membership Ordinance, or the Oneida Trust/Enrollment Committee By-laws.

same thing as “dual enrollment” and may negatively impact the enrollment in Thames or New York Nations resulting in the member being disenrolled.

This is because in order to create a joint membership status in all three nations, it is possible three-party agreement would be needed in which each Oneida tribe acknowledges “joint membership” for all Oneidas, similar to the Chippewa in Minnesota where all six bands are members of the Minnesota Chippewa Tribe, but also members of their individual tribes.⁶ Such an agreement could be approached by either moving to an organization similar to the Minnesota Chippewa Tribe or agreeing on joint membership, but enacting the joint membership solely through each nation’s respective membership requirements and avoiding the overarching “all Oneida” organization.

The first option is not likely feasible for multiple reasons. First, our federal recognition is as individual tribes and the recognition for the Chippewa in Minnesota is at their higher level through the overarching Minnesota Chippewa Tribe as represented in the chart below.



Second, even if the Nation wanted recognition at an overarching communal Oneida level, the Oneida Nation of the Thames could not be included because they are not located within the continental United States. Lastly, even if the Nation just wanted to create “joint membership” organization between the Nation and the New York Oneidas for federal recognition purposes, it is very questionable whether it would be approved by the Bureau of Indian Affairs due to how geographically separate the two are. Both Tribes are treaty tribes and have made separate decisions regarding the Indian Reorganization Act. Any decision such as this impacts fee-to-trust applications, self-governance contracts, gaming compacts, and other tribal governmental agreements.

The second option would be much more practicable, but again, requires the cooperation of all three tribes. Without all three tribes cooperation, what amounts to “joint enrollment” for us, will still be dual enrollment for members already enrolled with another tribe and therefore would still

⁶ It should be noted that this Research report does not address the enrollment, disenrollment, dual enrollment process of Canadian Indians.

⁷ As discussed in the second section of this memorandum, White Earth is currently debating whether it could establish its own constitution separate from the constitution of the Minnesota Chippewa Tribe and maintain federal recognition.

require potential members currently enrolled in another Oneida tribe to disenroll in that tribe in order to enroll in ours.⁸

Retrieving Blood Quantum Percentages

In order to allow potential members to supplement their Oneida Nation of Wisconsin blood quantum with Oneida blood from Thames or New York the Nation would need a reliable information source certifying the potential members blood quantum from either Thames or New York. That means the Nation would need for the Thames and New York Oneida Nations to “open their rolls” to the Enrollment Department so that it could be ascertained whether a prospective member is a descendant from the respective nation. In the alternative, it would require us to develop an acceptable certification process regarding the enrollment and blood quantum in the Thames and New York nations.

Thus far, the Nation has not had any success communicating with the Oneida Indian Nation of New York regarding their enrollment practices or an estimate of how many New York Oneidas may become eligible for membership in the Nation should the Nation make the suggested revisions. In order to move forward in considering the potential of supplementing Oneida Wisconsin blood with Oneida New York blood, extensive information gathering from the Oneida Indian Nation of New York is necessary, which will likely require a good deal of diplomatic efforts on the Oneida Business Committee’s behalf.

While communicating with the Oneida Nation of the Thames has not proven as difficult as communicating with the New York Oneidas, getting reliable blood quantum may be difficult for very different reasons. I am still waiting on confirmation from their enrollment department, but initial research has indicated that the Oneida Nation of the Thames does not determine membership based on blood quantum. Instead, they determine membership based on descendants. Descendant enrollment considers someone with both parents containing any percentage of Oneida Thames blood “full-blooded” even though their Oneida Thames blood quantum may not be 100%; likewise, someone with only one parent containing any percentage of Oneida Thames blood would be considered “half-blooded” again even though their Oneida Thames blood quantum may not actually be half. The largest problem that descendant enrollment poses for the proposed revisions to the membership requirements is that the Nation would have no way to know with any certainty how much Oneida Thames blood a person has to contribute to their Oneida Wisconsin blood to reach the requisite $\frac{1}{4}$ blood quantum. Without blood quantum from Thames, the Nation would have to accept the often false $\frac{1}{2}$ or full blooded at face value.

The take away here is that based on the information currently available, making an informed decision remains difficult. If the Nation were to move forward with revising the Membership Ordinance before it knew whether the New York and Thames Oneidas would be cooperative and the was ultimately unsuccessful in getting the other Oneida communities to share their enrollment information, the time and money spent moving the law through the amendment process will have been wasted.

⁸ This assumes that the Oneida Indian Nation of New York prohibits dual enrollment. We have literally had no communication with the New York Oneidas, so I am still not certain.

Benefit Sharing

This concern is rather straight forward. Because the Nation offers extensive services and benefits to its members, including an annual per capita payment, and because I have not confirmed the extent of benefits offered by the Oneida Nation of the Thames or the Oneida Indian Nation of New York, the Nation must be cognizant of the possibility that qualifying people may relinquish membership in their current tribes to join ours only to share in the benefits. Again, because I have such little information about the enrollment process from Thames and New York it is hard to say how many people may become eligible for our membership based on the revisions requested in this petition. Without such information, it is nearly impossible to estimate the impact enacting the petition's proposed changes may have on the Nation's costs to provide its members with social service benefits and the annual per capita payment.

However, in regards to Thames, it is important to note that the Nation would not be enrolling members that otherwise would not be eligible for membership in either nation and have only become eligible for our membership by pooling all of their Oneida blood (from Wisconsin and Thames) in order to reach the ¼ requirement. Rather, the members the Nation would be enrolling would be entirely eligible for membership in the Oneida Nation of the Thames, a nation which does not provide per capita payments or may not offer as extensive social services as the Nation currently provides. In this circumstance, it would be reasonable to anticipate an influx in membership for benefit status alone.

Impacts on Federal Funding

Another important consideration is how changing the Nation's blood quantum requirements may affect the Nation's eligibility for federal funding. To my knowledge, all of the federal programs the Nation is involved in recognize its sovereignty by accepting its membership requirements at face value and provide funding based on tribal enrollment alone. However, it is possible that some sources of federal funding may have their own eligibility requirements and may require ¼ blood quantum from a federally recognized tribe. It is unclear whether a ¼ blood quantum from a blend of federally recognized tribes (if Oneida of Wisconsin and Oneida of New York) would suffice and even less clear if ¼ blood quantum of from a blend of one federally recognized tribe and one unrecognized tribe would suffice. Because this analysis is still in its preliminary phases, how the Nation's current and potential funding may be impacted has not yet been thoroughly researched and analyzed, but such an analysis is recommended in order to allow for the best possible information when it comes times to make a decision.

Policy Considerations

Lastly, as a policy consideration, it is worthwhile to consider if this change to the membership ordinance is beneficial to the Nation as a whole. In light of the Sustain Oneida initiative, it is apparent that the suggestions contained in this petition will not solve the declining membership issue that the Nation has begun to face. As a part of the big picture, the changes found in the petition, based on rough estimates provided by the enrollment department, would likely make

less than 100 children eligible for enrollment. It needs to be considered whether the Nation wants to take such a piecemeal approach to the overarching issue presented by Sustain Oneida and whether it is premature to make any decisions relating membership requirements before it have had the discussion on what the strategic approach will be to address the larger issue of declining membership for generations to come.

A SHORT SYNOPSIS OF WHITE EARTH'S MEMBERSHIP ORDINANCE CHANGES AND THEIR OBSTACLES IN IMPLEMENTATION.

The White Earth Nation, a member nation of the Minnesota Chippewa Tribe, recently passed a major constitutional change which changed their membership requirements from a blood quantum standard to a lineal descent standard centered on their base roll. Prior to approving such revisions to their constitution, the Minnesota Chippewa Tribe (MCT) hired Wilder Research to perform a MCT population projection both on the MCT as whole, containing six bands of Chippewa, and also on each band individually.

Wilder Research Results on White Earth Nation:⁹

When the study was performed (2013) the White Earth Nation, like our Nation, had a ¼ blood quantum enrollment requirement and had 18,746 members (1,687 more members than our Nation currently has¹⁰). Also like us, they were considering changing their enrollment requirements to combat a rapidly declining membership. Their population projection considered five different membership scenarios, as described below:¹¹

- 1) Scenario 1: Maintain blood quantum requirement at ¼ MCT blood
- 2) Scenario 2: Change blood quantum requirement to ¼ MCT + other Ojibwe blood (this is functionally the same as Michelle's petition)
- 3) Scenario 3: Change blood quantum requirement to ¼ MCT + other American Indian or Canadian First Nation blood
- 4) Scenario 4: Reduce blood quantum requirement to 1/8 MCT blood
- 5) Scenario 5: Eliminate blood quantum requirement and change the enrollment standard on lineal descent (from 1941 base roll)

Under Scenario 1, in which they maintained their current ¼ MCT blood quantum requirement, membership, was anticipated to decline as follows:

Year	White Earth Members
2013	18,746
2033	14,179

⁹ *Wilder Research: MCT Populations Projections*, (March 2, 2015)

<https://www.youtube.com/watch?v=HnWuO1iOajs#t=1428>.

¹⁰ *Id.*

¹¹ It is important to note that while White Earth's population demographics may be similar to ours based on region and population size, White Earth does not offer per capita payments so the Nation may be able to anticipate more eligible members would actually enroll, however, White Earth has have 5 other bands of Chippewa to draw from for options 2 and 3 whereas the Nation has only two, so its eligible membership increases would likely be much lower.

2058	6,741
2078	3,930
2098	2,271 – half over age of 65

Under Scenario 2, in which they maintained their current $\frac{1}{4}$ MCT blood quantum requirement but allowed people to use any combination of Ojibwa blood so long as there was some MCT blood, membership was anticipated to increase somewhere between the following total possible population ranges:

Year	White Earth Members
2013	18,746 - 26,648
2033	14,303 - 21,817
2058	7,022 - 12,111
2078	4,309 - 7,989
2098	2,691 - 5,048

Under Scenario 3, in which they maintained their current $\frac{1}{4}$ MCT blood quantum requirement but allowed people to use any combination American Indian or Canadian First Nation blood so long as there was some MCT blood, membership was anticipated to increase somewhere between the following total possible population ranges:

Year	White Earth Members
2013	18,746 – 26,648
2033	14,406 – 21,747
2058	7,266 – 12,080
2078	4,649 – 8,013
2098	3,081 – 5,091

Under Scenario 4, in which they reduced their blood quantum requirement to $\frac{1}{8}$ MCT blood, membership was anticipated to increase somewhere between the following total possible population ranges:

Year	White Earth Members
2013	18,746 – 29,837
2033	15,554 – 25,513
2058	10,669 – 17,228
2078	10,315 – 15,064
2098	11,012 – 13,882

Under Scenario 5, in which they eliminated their blood quantum requirement and switched their enrollment requirement to lineal descent with the base roll as the standard, membership was anticipated to increase somewhere between the following total possible population ranges:

Year	White Earth Members
2015	39,717

2035	50,848 – 53,975
2060	62,474 – 75,087
2080	70,360 – 98,065
2100	77,308 – 129,665

Ultimately, White Earth voted to amend their constitution to change their enrollment requirements from a ¼ MCT blood quantum standard to a lineal descent standard using their base roll. Even though such changes have been approved by an 80% vote, their council has thus far blocked implementation of such changes for fear that implementation would spread their already thin social benefits thinner and that they may lose federal recognition under the claim that they are only recognized as a member of the Minnesota Chippewa Tribe and not as a stand-alone nation with its own constitution. Those arguing in favor of implementation insist that there is sufficient evidence to support White Earth's federal recognition on its own merits even after its withdrawal from MCT.

In regards to the Petition currently before the Oneida Business Committee and considering the Nation's declining membership issue, the obstacles facing the Nation should it pursue amendments to its membership requirements and the White Earth experience, only one thing is clear: there are many decisions yet to be made and several moving parts to consider in making such decisions. The data collected from White Earth's population projection strengthens the notion that the membership petition currently under consideration cannot solve the larger issue of declining membership. If the Nation decides that enacting the changes requested in the petition is the best interest of the Nation at this time, then it is important to recognize the immediate obstacles to implementing such amendments. If the Nation decides that it is either premature or not in the best interest to implement amendments to the membership requirements, at the very least, this Petition has drawn more attention to a very important issue that merits extensive public discussion.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 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:

Accept the legislative analysis for the petition regarding per capita payments submitted by petitioner John Powless.

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="legislative analysis"/>	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: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary 

Date: August 7, 2015

Re: Petitioner John Powless: Per Capita Payments

The purpose of this memorandum is to notify you the legislative analysis regarding the above referenced petition is ready for acceptance by the Oneida Business Committee (OBC).

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

The analyses for the petition are due at the September 9, 2015, regular OBC meeting. The legislative analysis for the petition has been submitted and is ready for acceptance.

<i>Analysis</i>	<i>Original Due Date</i>	<i>Length of Extension</i>	<i>New Due Date</i>	<i>Date Accepted by the OBC</i>
Legislative	Sept. 9, 2015	n/a	n/a	Aug. 12, 2015 <i>tentative</i>
Legal	Sept. 9, 2015	n/a	n/a	
Financial	Sept. 9, 2015	n/a	n/a	

Requested OBC Action

1. Accept the legislative analysis for the regarding per capita payments submitted by petitioner John Powless.

Oneida Nation 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: Powless Per Capita Payments

Summary

This Petition requests that a special per capita payment of five-thousand dollars (\$5,000) for those over sixty-two (62) years of age and three-thousand dollars (\$3,000) for everyone else over eighteen (18) years of age be distributed by December 1, 2015. Further this per capita payment would go directly to the Tribal Member and be exempt from child support attachment. In order to implement the Petition several Tribal Laws would need to be amended.

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

Analysis by the Legislative Reference Office

On June 17, 2015, a Petition was submitted to the Tribal Secretary's Office and verified by the Enrollment Department. The Petition requests:

- A per capita payment of three-thousand dollars (\$3,000) for everyone over eighteen (18) years of age and five-thousand dollars (\$5,000) for those over sixty-two (62) years of age;
- The per capita payment goes directly to the tribal member and is exempt from child support payments; and
- The per capita to be paid by December 1, 2015.

The first component (special per capita payment) and third component (being paid by December 1, 2015) have no legislative impact on any current Laws. However, having the per capita payment go directly to the tribal member and be exempt from child support payments would conflict with several current Laws.

The Per Capita law (Chapter 9) was adopted by the OBC by resolution BC-7-12-00-B and amended by resolution BC-11-06-02-A, BC-6-16-04-C, BC-04-22-09-A, BC-05-09-12-B and BC-08-14-13-D. The Law currently provides for attachment of per capita payments for child support:

9.4-6. *Attachments.* Per capita payments are considered benefits offered by the Tribe to the membership. **All per capita payments, except payments to or from a trust account, are subject to attachment prior to distribution** in accordance with this section.

(a) Per capita attachments may only be ordered by the Tribe’s judicial system for the following purposes, and in the following order:

(1) Child support arrears ordered by a court of competent jurisdiction

...

(emphasis added)

In order to implement the Petition section 9.4-6 of the Per Capita Payment Law would need to be amended.

Further, the language of the Petition provides “[p]ercapita payment goes directly to the tribal member” which could be construed as avoiding the attachment process entirely. In addition to attachment for child support, the Per Capita Law provides for attachment for debt owed to a Tribal entity and a federal tax levy. The per capita payment is first used to satisfy any attachments before the remaining amount is given to the tribal member. Under this interpretation, the all of section 9.4-6 would need to be amended.

The required amendments to the Per Capita Law would also have an effect on other legislation. The Child Support Law (Chapter 78) was adopted by the OBC by resolution BC-06-24-09-B and amended by resolutions BC-02-24-10-G, BC-02-23-11-E, BC-06-22-11-K, BC-10-10-12-C, and 08-13-14-E. Rule CS 2 was issued with the purpose of establishing the enforcement tools that may be used when child support is not being paid. The first tool under rule 2.7-1 is attachment of per capita payments.

Conclusion

In order for this Petition to be implemented several amendments would need to be completed. Additionally, these amendments would likely have legal ramifications outside of the scope of this legislative analysis.

Requested Action

Accept the legislative analysis of the Petition: Powless Per Capita Payments.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~07~~ / ~~22~~ / ~~15~~ ^{08 / 12 / 15}

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

2. General Information:

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

Personally Identifiable Info - complaint/investigation

Agenda Header: New Business

Accept as Information only

Action - please describe:

BC to direct the LOC to make the requested changes to the Community Support Fund Policy and to bring back a completed draft for review at the August 12, 2015 BC meeting.

3. Supporting Materials

Report Resolution Contract

Other:

1. Email Request

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Cristina Danforth, Tribal Chairwoman



Primary Requestor:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin



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



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

BC Resolution 12-11-13-D Amendments to the Community Support Fund Policy

- 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 originally adopted the Community Support Fund Policy (Policy) on May 15, 1996, and made amendments on January 8, 1997, and
- WHEREAS,** amendments to the Policy were sought in order to provide clarity and consistency in implementation of the program that administers the Community Support Fund, and
- WHEREAS,** the amendments to the Policy clarify the prioritization of assistance given by adding definitions for catastrophic event, illness or injury, and requiring that requests for assistance be made within thirty (30) business days from the catastrophic event, illness or injury, and
- WHEREAS,** the amendments to the Policy also clarify the eligibility requirements and specifically states that someone who receives assistance from the Fund program does not have to cost share if they are at or below the Federal Poverty Guidelines, and
- WHEREAS,** the amendments to the Policy clarify provisions for assistance with security deposits and payment of utilities, and
- WHEREAS,** additional amendments were made to add specific provisions for funeral travel reimbursement, and
- WHEREAS,** amendments require the Social Services Area to prepare Standard Operating Procedures that set caps on the amount each person or each household may receive per event, and
- WHEREAS,** amendments require the Social Services Area to ensure that the community is aware of the types of assistance available, who is eligible for assistance, and how to apply for assistance, and
- WHEREAS,** amendments also require the Social Services Area to report to the Oneida Business Committee semi-annually, which report shall include how much of the Funds are paid out to each of the categories it creates in its SOP's, and
- WHEREAS,** minor other amendments are being made to update the format to comply with the Legislative Procedures Act and make it more efficient, and
- WHEREAS,** a public meeting on these amendments was held on May 16, 2013 and on June 13, 2013, in accordance with the Legislative Procedures Act.

NOW THEREFORE BE IT RESOLVED, that the attached amendments to the Community Support Policy are hereby adopted and shall go into effect ninety (90) days from the date of adoption of this Resolution.

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; 5 members were present at a meeting duly called, noticed and held on the 11th day of December, 2013; that the forgoing resolution was duly adopted at such meeting by a vote of 4 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."

Community Support Fund Policy

Article I. Purpose and Policy
 Article II. Adoption, Amendment, Repeal
 Article III. Definitions
 Article IV. Social Service Responsibilities;
 Eligibility and Qualifications

Article V. Priorities for Consideration
 Article VI. Items Covered by the Fund
 Article VII. Items not covered by the Fund
 Article VIII. Application Requirements
 Article IX. Appeal

Article I. Purpose and Policy

1.1. The purpose of this Policy is to assist the greatest number of Tribal members of the Oneida Tribe of Indians of Wisconsin who apply for assistance to the Community Support Services Fund in times of a catastrophic event, illness or injury when no other resources for assistance exist.

1.2. It is the policy of the Oneida Tribe of Indians of Wisconsin to assist their people in a time of need after a catastrophic event, illness or injury, when there is no other assistance available or all other assistance has been exhausted.

Article II. Adoption, Amendment, Repeal

2-1. This Policy is adopted by the Oneida Business Committee by resolution # BC-5-15-96-A, amended by resolution # BC-01-08-97-G, and amended by resolution # BC-12-11-13-D.

2-2. This Policy may be amended or repealed by the Oneida Business Committee and/or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

2-3. Should a provision of this Policy or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this Policy which are considered to have legal force without the invalid portion(s).

2-4. In the event of a conflict between a provision of this Policy and a provision of another policy, the provisions of this Policy shall control.

2-5. This Policy is adopted under authority of the Constitution of the Oneida Tribe of Indians of Wisconsin.

Article III. Definitions

3.1. This article shall govern the definitions of words and phrases used within this policy. All words not herein defined shall be used in their ordinary and everyday sense.

(a) "Applicant" shall mean the person applying for assistance for themselves or on behalf of another person who is otherwise unable to do so due to age or incapacity.

(b) "Business Days" shall mean Monday through Friday 8:00 a.m. to 4:30 p.m., except for recognized holidays as listed on the official calendar of the Tribe.

(c) "Case Manager" shall mean the employee of the Social Services Area responsible for administering Community Support Services Fund benefits according to the established guidelines set forth below.

(d) "Catastrophic event" shall mean a natural or man-made incident, which results in substantial damage or loss requiring major financial resources to repair or recover (i.e. house fire, tornado, flood, or other disaster).

(e) "Catastrophic illness or injury" shall mean a serious debilitating illness, injury, impairment, or physical or mental condition that involves:

(1) in-patient care; or

(2) a period of continuing treatment due to a chronic serious health condition

- (asthma, diabetes, epilepsy, etc.); or
- (3) a period of illness or injury that is long-term due to a condition for which treatment may be ineffective (stroke, terminal disease, etc.); or
- (4) receipt of multiple treatments either for restorative surgery after an accident or other injury, or for a chronic condition. (i.e. cancer or kidney disease)
- (f) "Cost share" shall mean the request to have the applicant agree to contribute to the cost of the assistance given.
- (g) "Emergency" shall mean a situation that poses an immediate risk to health, life, safety, property or environment. Emergencies require urgent intervention to prevent further illness, injury, death, or other worsening of the situation.
- (h) "Emergency medical travel" shall mean an unexpected serious health situation or occurrence, requiring the immediate presence of immediate family. (i.e., end of life situation, life support, etc.)
- (i) "Fund" shall mean the Community Support Services Fund.
- (j) "Immediate family" shall mean that group of persons who make up a family unit normally defined as husband, wife, children, sister, brother, in-laws, step family, grandparents and grandchildren, and/or a person who has legal responsibility for a member of their immediate family.
- (k) "Legal guardian" shall mean a person who has the legal authority to care for the personal and property interests of another person granted through Court order.
- (l) "Legal Responsibility" shall mean specific duties imposed upon a person to care or provide for another including liability for personal obligations as granted through a Power of Attorney or Court order.
- (m) "Major medical surgery" shall mean a surgical procedure that carries a degree of risk to the patient's life, or the potential for severe disability if something goes wrong during surgery. It is a surgical procedure that usually requires a patient to be put under general anesthesia and given respiratory assistance because he or she cannot breathe independently.
- (n) "Reservation" shall mean all the lands and waters within the exterior boundaries of the Reservation of the Oneida Tribe of Indians of Wisconsin, as created pursuant to the 1838 Treaty with the Oneida 7 Stat. 566, and any lands added thereto pursuant to federal law.
- (o) "Severity" shall mean the verified rate or level of need.
- (p) "Shelter" shall mean mortgage payments or rent payments.
- (q) "Tribal or Tribe" shall mean the Oneida Tribe of Indians of Wisconsin.
- (r) "Verification" shall mean the evidence or proof that confirms the accuracy or truth of the alleged catastrophic event, illness or injury and of Tribal membership (i.e., estimates, photographs, doctor statements/report, check stubs, tribal identification card/letter, etc.).

Article IV. Social Service Responsibilities; Eligibility and Qualifications

4-1. The Social Services Area of the Governmental Services Division shall create and administer the Fund.

- (a) The Social Services Area shall create standard operating procedures for the administration of the Fund. The standard operating procedures shall include the list of categories the Fund covers and a cap that set the amount of assistance per event/ per

- household, except for funeral expenses which shall be set per event/ per person.
- (b) The Governmental Services Division Director shall report semi-annually to the Oneida Business Committee. The report shall include, the amount of Funds paid out under each category. (c) The Social Services area shall ensure that the Tribal membership is informed of what assistance is available through the Fund, how to apply for assistance, and specify who is eligible for assistance.
- 4-2. Eligibility for assistance provided under the Fund is reserved for Tribal members. Applications may be made by a non-Tribal parent or legal guardian on behalf of a Tribal member, or minor eligible for enrollment, provided Funds will benefit the Tribal member or child of the applicant.
- 4-3. Residency within the State of Wisconsin is not a prerequisite for assistance, except for requests for a security deposit in Section 6-2.
- 4-4. The Fund provides assistance when there is no other financial assistance available.
- (a) Applicants will be asked to contribute a percentage of the assistance being requested.
- (b) Applicants shall first seek out other resources that can meet the needs of their request. Proof of requesting assistance from other sources shall be provided with the application.
- 4-5. The following types of catastrophic events, illnesses or injuries qualify an applicant for assistance:
- (a) Terminally ill
- (b) Physically challenged or incapacitated
- (c) Major medical surgery
- (d) Life threatening (i.e. Cancer, AIDS, Stroke, disabling injuries due to motor vehicle accident, etc.)
- (e) Natural disaster (i.e. Tornado, fire, flood, etc.)
- (f) Death in immediate family
- 4-6. A Case Manager reserves the right to deny applicants who have elected not to be covered by employer benefits such as disability or health insurance.
- 4-7. All payments shall be provided directly to the service provider. However, funeral travel shall be reimbursed to the applicant.
- 4-8. Assistance available under the Fund is subject to change according to fiscal year funding levels.
- 4-9. Tribal Programs and Enterprises are not eligible for these funds.

Article V. Priorities for Consideration

- 5-1. The Case Managers shall determine the level of assistance to be provided based on:
- (a) Severity of event, illness or injury
- (b) Ability of applicant to cost share
- (c) Cost (usual and customary fees)
- (d) Amount of time elapsed since catastrophic event, illness or injury occurred
- 5-2. The Case Manager shall assess each individual case, prioritize and assist with immediate needs. Priorities are as follows:
- (a) Life-threatening emergency requests
- (b) Emergency medical travel
- (c) Other needs

Article VI. Items Covered by the Fund

6-1. Requests for assistance from the Fund must be tied to or be a result of a catastrophic event, illness or injury. Upon verification of a catastrophic event, illness or injury, the Fund may be used for the following:

- (a) Health insurance, including COBRA
- (b) Prescriptions not available through an IHS Clinic
- (c) Medical transportation/emergency medical travel (including vehicle repairs)
- (d) Rental of medical equipment
- (e) Medical bills (dental, optical, hospital) not covered by insurance
- (f) Shelter and utilities where no other resources exist (including security deposits)

6-2. Requests for assistance for a security deposit shall be tied to or be a result of, a catastrophic event, illness or injury and are limited to Tribal members who are Wisconsin residents only.

- (a) The Tribal member shall demonstrate the ability to fulfill the terms of the rental lease. The Fund does not co-sign any lease.
- (b) Security deposits are non-transferable and the amount paid for a security deposit shall be paid back to the Fund Program before another security deposit is issued at any time in the future.
- (c) Only one request per household will be considered.
- (d) Security deposits shall be issued on an emergency basis which shall include, but is not limited to, pending eviction and homelessness.

6-3. Requests for assistance for the payment of utilities shall only be allowed once every three (3) years by the person listed as responsible to pay with the utility company. Those who receive assistance in paying their utilities shall cost share those expenses by paying back fifty percent (50%) of the funds received within four (4) months. If those funds are not reimbursed to the fund by the required date, the Community Support Program may garnish the individual's per capita payments.

6-4. Travel expenses to arrange or attend a funeral for immediate family members outside the State of where an applicant resides shall be paid by the applicant first, and the Fund shall reimburse those applicants for mileage or airfare expenses up to a maximum amount of five hundred dollars (\$500).

Article VII. Items not covered by the Fund

7-1. The Fund does not cover payments that are not for a catastrophic event, illness or injury as defined above. The following is a list of items not covered by the Fund; however, this is not an exhaustive list:

- (a) Car payments
- (b) Taxes
- (c) Credit card or Charge accounts
- (d) Commercial loans
- (e) Defaults/fines/bankruptcy charges
- (f) Expenses not tied to basic needs (Cable, internet, memberships, etc.)
- (g) Legal fees/court costs/judgments

7-2. The Fund reserves the right to deny or limit benefits if evidence is found regarding the applicant as to the following:

(a) The catastrophic event, illness or injury is the result of a violation of the law as proven by a citation or criminal conviction.

(b) The applicant or others in the household benefiting from assistance from the Fund are non-compliant with the requirements of other tribal programs, policies or laws (i.e. Zoning, etc.)

(c) The applicant or others in the household benefiting from assistance from the Fund are non-compliant with the requirements of the Fund.

If the Fund chooses to approve, deny, or limit benefits under this section, an explanation of the decision shall be in writing and provided to the applicant with a copy placed in the Fund's file.

Article VIII. Application Requirements

8-1. To be considered for assistance and before receiving assistance the applicant must complete the full application process. All applicants shall cooperate with the Case Manager to assist the Case Manager in comprehensively addressing the needs of the applicant.

8-2. Supporting documentation shall be required in all cases. The applicant is responsible to provide all documentation requested by the Case Manager.

(a) No assistance shall be provided without sufficient documentation of the catastrophic event or illness or injury as requested by the Case Manager.

(b) No assistance shall be provided without sufficient documentation that the applicant sought assistance from other agencies with an explanation of benefits received or refusal of assistance by the other agencies.

8-3. Documentation includes, but is not limited to:

(a) Medical reports

(b) Bills or statements

(c) Estimates

(d) Letters

(e) Police or fire reports

(f) Obituary or formal notice of death

(g) Check stubs

(h) Pictures or photographs

(i) Applications for assistance from other agencies

(j) Approval of assistance or denial of assistance letters from other agencies

8-4. Verification of status of employment is required and includes the following documentation:

(a) Leave of absence paperwork

(b) Balance of personal and vacation time accumulation

(c) Disability insurance or workmen's compensation coverage

(d) Check stubs

8-5. Requests submitted without supporting documentation shall be kept on file for thirty (30) business days.

(a) A request for additional information by a Case Manager shall be made when an application contains insufficient information to make an informed decision.

(b) Applicants may deliver, scan, fax, mail, or e-mail additional requested information.

(c) Failure to submit the requested information within the thirty (30) business days will result in closing the application file, with no further action taken in regard to that application.

(d) Applicant shall be sent a notice that the file has been closed and reason(s) for the file being closed.

(e) After the file is closed, the applicant shall start the application process over again in order to be considered for assistance from the Fund. However, no applicant may re-apply for the same catastrophic event, illness or injury more than twice.

8-6. Application for assistance shall be made within a reasonable time period, not to exceed thirty (30) business days of a catastrophic event or illness or injury. Applications made after thirty (30) business days shall not be considered.

Article IX. Appeal

9-1. An appeal of the Case Manager's decision shall be made to the Case Manager's supervisor. If the supervisor upholds the decision, it may then be appealed to the Area Manager of the Social Services Division. If the decision is upheld by the Area Manager, the decision may be appealed as a final decision to the Judiciary.

End.

Adopted - BC-5-15-96-A
Amended - BC-1-8-97-G
Amended- BC-12-11-13-D

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 12 / 15

2. General Information:

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

N/A

Agenda Header: Follow-up - Food Service Category Plan

Accept as Information only

Action - please describe:

1. Motion to accept legal opinion, "One-Stop Hwy 54 - Food Service - General Tribal Council Action" dated August 3, 2015.
2. Action of Food Service Category Plan.

3. Supporting Materials

Report Resolution Contract

Other:

1. Legal Opinion 3.

2. Back-up documentation from 7/22/15 Meeting 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Jo Anne House, Chief Counsel

Primary Requestor: Jo Anne House Chief Counsel
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:

You have asked if additional approval from the General Tribal Council is required, or if previous action by the General Tribal Council prohibits acting on this request. The short answer is the January 19, 2015, General Tribal Council motion allows for expansion at the Hwy 54 One Stop location. However, such expansion must be "affordable" by the Tribe which is a question answered by the Treasurer.

See attached memo.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

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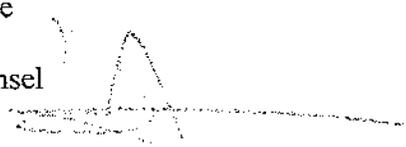
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MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel 

DATE: August 3, 2015

SUBJECT: Opinion – One Stop Hwy 54 – Food Service – General Tribal Council Action

You have requested a legal opinion regarding a request to place food service at the Highway 54 One Stop as part of the construction project. You have raised a concern regarding action taken by the General Tribal Council in January 2015. I have reviewed the minutes and transcripts of the July 7, 2014, and January 16, 2015, General Tribal Council meetings in formulating this opinion.

Background

General Tribal Council Action

The Oneida Business Committee presented semi-annual organizational reports that the July 7, 2014, General Tribal Council meeting. Typically in previous years these reports were accepted after a general overview, or state-of-the-nation type address, given by the Chair. At the July 2014 meeting, the Oneida Business Committee presented four additional reports on specific activities of the Tribe – land claims, gaming, retail, and the Comprehensive Plan.

The retail report focused on the Highway 54 One Stop facility construction project. After a presentation regarding the development of the project, the discussion include questions regarding the location of the facility, lack of gaming in the new facility, desire for specific types of slot machines, smoking, and the historical context of the facility. A motion was made and adopted to accept the report. A subsequent motion was made and seconded.

Motion to include a casino and food amenity into the 54 One Stop before it goes any further down the road of planning and design.

The Chair recognized the motion and without further discussion the motion was adopted.

Additional community meetings were held and the project was re-designed to include gaming and a branded restaurant food amenity. The project was originally funded at \$3.2 million, however with the re-designed elements additional funding was needed. The project was brought back to the General Tribal Council to approve additional funding for the construction at the January 19, 2015, General Tribal Council meeting. The General Tribal Council was given a presentation with three different options. The original project at \$3.2 million, the gaming and food amenity cost of \$12.2 million, and an option with only a restaurant at \$4.3 million.

After a presentation and discussion, the General Tribal Council rejected two motions. The first was a motion to table. The second motion rejected was a motion to authorize funding for a One Stop with gaming and a branded restaurant.

A third motion was made and seconded.

Motion to approve the lowest figure, 3.2 million dollars, and that the building is designed so we can expand later if we can afford it.

This motion required a two-thirds vote. A hand count was made and the motion passed by a vote of 847 yes votes, 286 no votes, and a two-thirds requirement of 755 yes votes needed.

Retail Food Service Category Plan

Retail has presented a plan to bring a food amenity to the One Stops. This food amenity plan will be implemented in a stepped basis beginning with the Highway 54 One Stop in 2016 and ending with the Packerland One Stop in 2021. Retail has selected a brand which can provide combinations of food products for each One Stop location based on customers. The total cost is estimated at \$239,500 in equipment integrated into existing facility footprints. The cost for incorporating this amenity at the Highway 54 One Stop location is estimated at \$33,500.

Analysis

The General Tribal Council initially directed the Highway 54 One Stop project include both gaming and a restaurant. However, when presented with project costs for that type a facility the General Tribal Council amended the directive to allow those amenities to be built out in the future if the Tribe is able to afford to do that in the future.

Retail has identified a proposal to bring a food service amenity to all One Stops beginning with the Highway 54 One Stop. This is not a full-service restaurant, however limited seating areas will be available. The cost for each location has been identified in the report.

Conclusion

There are two questions that should be answered based on the General Tribal Council motion from January 19, 2015.

- Does the motion allow for future expansion of food service and gaming at the Highway 54 One Stop location? The answer is yes, food service can be added to the project without further action by the General Tribal Council.
- Whether the Tribe “can afford it?” This is a question for the Treasurer based on the financial projections presented in the proposal and the additional funding required from the Tribe for the Highway 54 One Stop location.

If you have further questions, please contact me.

Oneida Retail Food Service Category Plan 2016-2021



Michele Doxtator – Retail Profit Area Manager
Don Denny – Interim Marketing Director
Dan Habeck – Interim Category Manager

Updated 6.19.15

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Executive Summary

“Convenience store Food Service is roughly a \$32 billion annual sales industry. --- Food Service categories offer one of the highest margins for convenience store retailers.”

(NACS SOI Annual Report, 2013 data, pg 86)

Oneida Retail Enterprise is recommending an investment in a Food Service Category for all Oneida One Stops. The plan is to choose from a mix of core products based on the volume of traffic at specific locations.

The goal of the Food Service Category is to grow top-line sales and bottom-line profits, create an additional draw to the stores, and satisfy customer needs; while boosting complementary sales, number of transactions, and dollars per transactions. The food service category will not be rolled out to the next store until key success indicators are met. Those include achieving the 10% growth, 5% waste, 20% of the inside transactions with an average \$7 per ring.

The Food Service category will include a mix of products at various locations. Everything from fresh bakery in the morning to late night pizza snacks. The signature brand Champs Chicken will be featured at key locations.

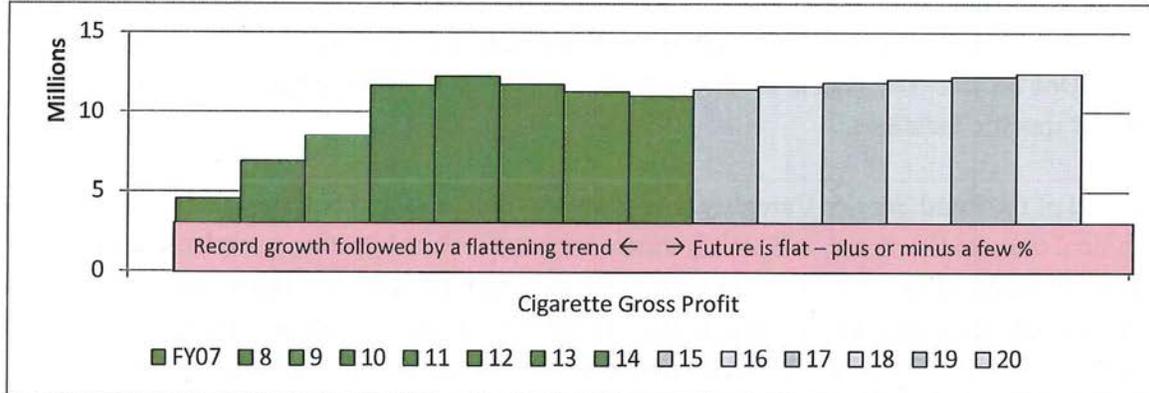
Convenience store food service is a growing market which on average accounts for a significant percentage of an average convenience stores gross profit. Oneida Retail is proposing to invest \$239,500 in equipment over the next six years. The investment in equipment ranges from \$15,000 - \$75,500 per location depending on the product mix.

The food service category will provide additional employment opportunities. A range of 2-4 full-time equivalent (FTE) positions will be needed per location.

The category is estimated to net approximately \$111,000 in year one. After the program is rolled out to all six One Stop locations, it's expected to bring in approximately \$3 million in sales and add nearly an estimated million dollars to the bottom line.

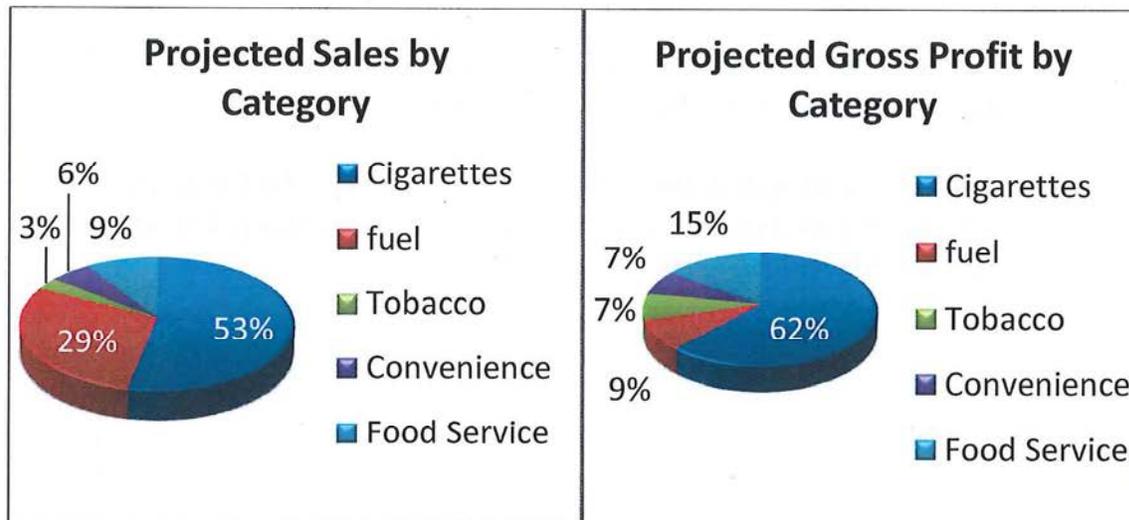
Oneida Retail History

Oneida Retail was chartered in the late seventies using a business model based on maximizing cigarette sales and the cigarette tax refund. The business was immediately successful and has grown from a single store to ten locations. Total Retail sales have grown to exceed \$70 million in 2014.



While a successful business strategy for years, Oneida Retail is experiencing a slow decline in cigarette sales and profits. This decline mirrors the industries long-term downtrend due to anti-smoking campaigns, a proliferation of regulations, and increasing cigarette taxes. Oneida cigarette profits are expected to remain flat with a few percentage points of annual fluctuation.

Oneida Retail wishes to maintain a high level of consistency in core products offered at all One Stops. At the same time, ORE wishes to add revenue streams to offset the decline in cigarette revenue.



*Assumes a complete rollout after year 7 and that all other category sales are relatively flat

Oneida Retail is proposing a new business model that will aid in maximizing sales and profits from a mix of categories. The recommendation is to enhance the food service category at all Oneida One Stop locations.

Food Service Product Selection

In order to provide a predictable consistent expectation for consumers, a “signature brand franchise” will be used to focus advertising and promotions to create a foundation draw to the stores. The signature franchise is Champs Chicken which offers a menu for Breakfast, lunch, dinner, hot, cold, grab & go options, and replacement meal takeaway options. The Oneida food service category will have seven product sub-groups;

- ❖ Champs Chicken
- ❖ Chef Francisco Hot Soup Program, plus Oneida Corn Soup
- ❖ Kitchen Fresh (limited existing line)
- ❖ Day & Night Bites
- ❖ Auntie Em’s Bakery
- ❖ Hot Drink Offering (existing)
- ❖ Cold Drink Offering (existing)



Champs Chicken

Champs Chicken is a wholly-owned brand of Pro Food Systems, Inc., specializing in quality hot food products, foodservice equipment and complete deli operations. With over 520 locations in 29 states, the company has been ranked by Inc. Magazine as one of the “Fastest Growing Privately Owned Companies in the U.S.” for the last 5 years. PFS recently moved to a new distribution center and corporate headquarters in Holts Summit, Missouri.

- Full menu - four meals a day
 - ❖ Breakfast (classic items; eggs, bacon, ham, sausage, sandwiches, burritos)
 - ❖ Lunch
 - ❖ Dinner (specializing in chicken, fish, sides, sauces, biscuits & gravy)

- ❖ In-Between Grab-&-Go Meal Replacement (top-rated chicken tenders)
- ❖ Fresh frozen seasoned product, and supplies, delivered twice a week
- Full design & startup support
 - ❖ Facility Design Recommendation
 - ❖ Equipment Recommendation, all inclusive down to the pans & utensils
- Signs, menu board, POS, menus, & sample advertising
- No upfront franchise fee or royalties
- Operate in-line with other franchises sharing equipment, counter, POS
- Incorporated in 1998



Chef Francisco (CF) Soup Program (Heinz Food Service)

- Incorporated in 1869 , operates out of Sharpsburg, Pennsylvania
- Blends with Oneida soups by adding one or more soup pots
- No upfront franchise fee, no royalties.
- Agreement involves purchasing equipment and product from CF
- Product and supplies delivered twice a week
- Operates in-line with other franchises sharing equipment, counter, POS



Kitchen Fresh

Kitchen Fresh Foods began focusing on the convenience market in September 1987. The menu has over 340 items. A rotation, based on product category, allows each item to be offered to every customer. KFF delivers nightly to assure freshness. The Oneida One Stop cold cases will be stocked with fresh products and a variety of healthy alternates will be reviewed and test offering to determine the right fit for the customer base..

Day 'N Night Bites

Starting with breakfast, Day 'N Night Bights offers a variety of breakfast sandwiches including favorites like a maple hot cake with sausage egg 'n cheese, a country sausage biscuit egg 'n cheese and as well as the ultimate omelet wrap.

Calzones come in 3 traditional flavors – a 5-meat calzone, pepperoni and a Philly steak calzone. There is also a sausage 'n gravy breakfast calzone. 7-inch personal pizzas are offered in a variety of flavors, and keeping with the Day 'N Night theme, come in breakfast varieties and more traditional flavors like pepperoni.



- Full menu - four meals a day
 - ❖ Breakfast
 - ❖ Lunch
 - ❖ Dinner
 - ❖ In-Between Grab-&-Go Meal replacement
- Full design & startup support
 - ❖ Facility Design Recommendation
 - ❖ Equipment Recommendation, all inclusive down to the pans & utensils
 - ❖ Signs, menu board, POS, menus, sample advertising...
- Incorporated in 1987, operates out of Irving, California.
- Day 'N Night Bites is a brand of Milford, Iowa-based Land Mark Products.
- NO upfront franchise fee and zero royalties.
- No contract - simply purchase equipment and product from PCP
- “Low-touch” Food Service
- Product and supplies delivered twice a week, no minimums
- Operates in-line with other franchises sharing equipment, counter, POS.

Auntie Em’s Bakery Program

Auntie Em’s Bakery is focused on creating indulgent bakery products using premium ingredients and home-style techniques.

- Incorporated in 2007, operates out of Lansing, Michigan
- No upfront franchise fee, no royalties
- Agreement involves purchasing a merchandising case and product from AE
- Product and supplies delivered twice a week
- Operates in-line with other franchises sharing equipment, counter, POS

Market Analysis

Market research combined with industry research, store owners, vendors and manufacturers recommend hot food as an alternative to boost store revenue. Oneida Retail Enterprise frequently conducts customer surveys and focus groups to ensure customer satisfaction. Oneida Retail continues to excel in customer satisfaction with the core products offered. However, there is a growing desire to have an expanded food service offering that has been expressed by Oneida Retail customers, General Tribal Council (GTC) and the community.

While convenience stores have offered fresh, prepared foods for years, it is only over the last decade that the trend has accelerated. The reason is twofold:

- More and more time-starved consumers want on-the-go meal solutions, and
- Retailers have found that foodservice can deliver new customers inside the store, and at a higher profit level than for items like gas.

Food Service, according to 2014 National Association of Convenience Stores (NACS) annual report, is a high-risk and high-return opportunity. C-stores have adopted Food Service programs as a revenue growth opportunity.

Food Service has emerged as a lucrative additional revenue stream for convenience stores. Convenience stores, with strong locations and the systems and ability to handle throughput, have an advantage over quick service restaurants. These restaurants have become overwhelmed with the growing demand, especially during peak hours when long lines are less than welcoming. Convenience Stores are the alternative consumers have migrated to for a quick grab-and-go snack on the way to work, for lunch, or on the way home after work.

Oneida Retail 2014 Focus Groups revealed a compelling opportunity to expand the food category.

“While c-stores offer a wide variety of products, the single most sought after item appears to be the hot food. Both men and women attach significance to having these foods available throughout the day and night. Hot food offers a break from cooking and a chance to avoid eating at a fast food restaurant.”

Food Service has evolved as a product offering in convenience store formats to serve the growing demand and as a new revenue stream to increase the return-on-investment.

“These days, greater numbers of people rely on spontaneous snacking as cultural and generational changes are producing households comprised of singles or childless couples, all of which translates into less cooking and more frequent shopping/eating trips.” (NACS SOI Annual Report, 2013 data, pg 84)

Options will be reviewed and tested for a menu that offers healthy, nutritious, & delicious food. Healthy fruits, vegetables, salads, and sandwiches will be provided in the cold case, along with a variety of low-calorie, low-glycemic, high protein, and high energy options.

“In recent years, health-conscious customers have looked for products that complement their active lifestyles and provide nutrition. --- Labels such as pure, natural, green, sustainable, local, low-sugar, and low sodium or low calorie promote health claims that appeal to shoppers.” (NACS SOI, 2013 data, pg 86)

Market research indicates consumers prefer pre-made sandwiches and other products that they can grab-and-go, as opposed to frozen products that required microwave heating.

Healthy Options
will be offered:

- *Nutritious
- *Low Sodium
- *Low Fat
- *Low Sugar
- *Natural, Organic
- *Low Glycemic
- *Low Calorie
- *GMO Free

Based on ORE research, consumers are looking for something hot, fresh, tasty, and priced right to grab-and-go:

- Workers on the way to the construction site
- Driving snacks for travelers
- After-school snacks for the kids
- Meal replacement pre-cooked meals

Strategy and Implementation Summary

Oneida Retail Enterprise believes their services are essential to achieving the practical vision of an engaged community. Retail has long term sustainability plans and contributes to Oneida's economic systems. Oneida Retail Enterprise contributes to the creation of a positive organizational culture and is committed to building a responsible nation. Therefore, ORE and their new initiative to add the food service category is in alignment with at least two of Oneida's four strategic directions.

The Food Service strategy is to provide a core mix of reliable quality food products for the community including an attractive social setting and a pleasant shopping experience. A uniformity of stores will be achieved by maintaining core franchises and offerings a mix of products at all stores that will be based on consumer demand and competition in the store neighborhood markets.

Developing a Hot Food Program requires an initial investment, followed by continuous development to adapt to the consumer needs, and continuous improvement to efficiency, quality, and profitability. ORE wishes to include the offerings of what today's Convenience Stores have added to maintain competitive with other modern Convenience Stores. The goal is to grow a new revenue stream within the One Stops while maintaining the existing category revenue streams. A food service program can account for up to ¼ of the gross profits for the average C-Store. For Oneida Retail, the high profitability of Cigarettes makes it difficult for any other product category to compete. However, at the conclusion of the roll out, the food service category is targeted to account for approximately 15% of the gross profit for Oneida Retail.

A disciplined management approach involving planning, tracking performance and continuous improvement will be critical to success. A fundamental principle of category management states that the more time, effort, and money that goes into the category the better the results. A successful Food Service program requires ongoing investment in staff, management, information systems and overall operations, including quality facilities, equipment, and products. A Food Service program is dynamic and requires close attention and continuous improvement.

Rollout schedule

The following provides a strategy and timetable to roll-out a Food Service Program to the six Oneida One Stops. The schedule spreads out the capital investment, plus provides time for pre-planning, startup and development. The program will be evaluated based on the success criteria throughout the process. Oneida Retail will adjust, adapt, and revise the schedule and the program as needed based on the indicators and performance of each location.

Category Schedule Roll out by Location							
Category Offering		Champs Chicken	Day N' Night Bites	Soup	Cold Case	Tables & Chairs	Total
Year	Location	\$42,000	\$5,000	\$5,000	\$15,000	\$8,500	Equipment Costs
2016	54		✓	✓	✓	✓	\$33,500
2017	Westwind	✓	✓	✓	✓	✓	\$75,500
2018	Travel		✓	✓	✓	✓	\$33,500
2019	E&EE		✓	✓	✓	✓	\$33,500
2020	Larson		✓	✓	✓x2	✓	\$48,500
2021	Packerland				✓		\$15,000
	ORE Total						\$239,500

*Equipment only, excludes store specific build out requirements

Champs Chicken, \$42,000

- Minimum space = 200 sq. ft. plus seating area
- POS system to print labels for packages sold, \$8,000
- Prep, cooking, merchandising equipment, & signs, \$34,000
- Design, installation, and training assistance.

Day N' Night Bites, \$3,000

- Minimum space = 150 sq. ft. plus seating area
- Prep & cooking equipment

Chef Francisco Soup, \$5,000

- Minimum space = 25 sq. ft. plus seating area
- Prep & cooking equipment (including equipment to support Oneida soups)

Cold Case \$15,000

- Space = 50 -75 sq. ft. multi-tier cold case on sales floor

- Prep & cooking equipment

Tables & Chairs - \$8,500

- Space = 300 - 500 sq. ft. depending on location
- (5) 28-30" round Café tables, \$300 x 5 = \$1,500
- (15) chairs \$300 x 15 = \$4,500
- 10' window shelf = \$1,000
- (5) stools = \$300 x 5 = 1,500
- Match chairs & stools, match tables and shelf

Management Growth Plan

Adding Food Service will require an organizational change, and a resolute commitment to quality, service, freshness, food safety, and continuous improvement. To be successful Oneida Retail will need to have a dedicated manager and staff. This is the primary key to success identified by industry representatives to insure the integrity and success of the business. The number of associates will depend on the complexity of the final program, the operating hours, and the sales volume. All current food service offerings will be transferred to the responsibility of the Category Manager and staff.

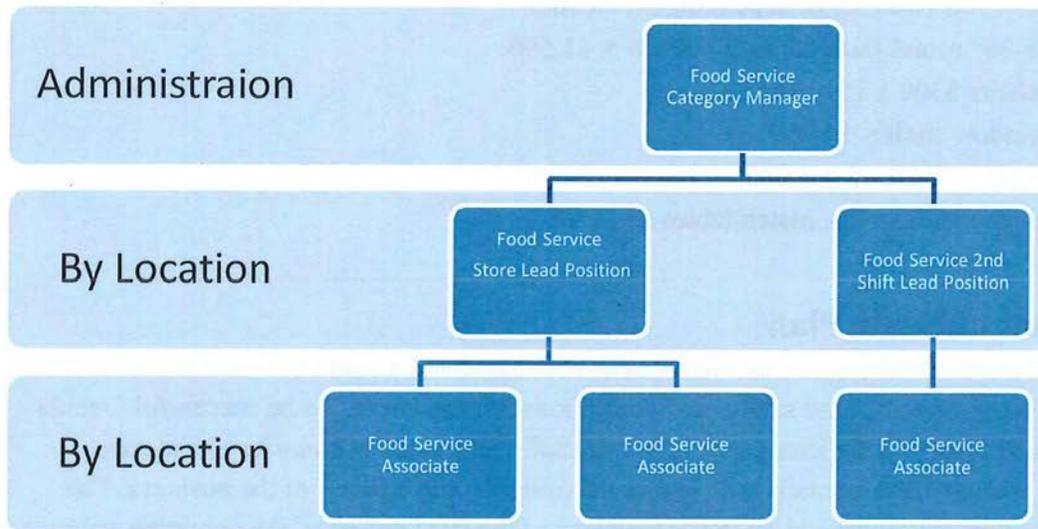
The Food Service Category Manager will eventually be a member of the Retail Administration Group and report to the Marketing Director position, similar to the existing Category Manager. With the roll out of the category, the Manager will primarily be stationed at the first location (Oneida One Stop 54). The Manager will be supervising and working directly with the food service employees.

Key success indicators will be monitored and evaluated prior to a rollout to the next store. The targets are as follows;

- 10% growth
- No more than 5% food waste
- 20% of inside transaction @\$7/average ring

Based on the performance, the Category manager may adjust the program and roll-out schedule. As food service is expanded, the Food Service Manager will be on site to supervise startup operations at each new location. The Category Manager will leave a location supervisor/lead at the previous store to oversee continuing operations. The Food Service Category Manager will oversee all the Food Service Supervisors in the stores.

The organizational chart reflects the structure after all food service components have been implemented at all six (6) locations. Adjustments will be made to the staffing levels as needed.



Managing expenses, of which labor is typically the largest, is key to success in most businesses. For planning purposes it's necessary to establish expense targets to work toward, which will lead to success and profit. For the ORE Food Service Category these targets are established with the input from the franchise companies. Expense targets assume a minimum sales level and are the foundation to make all the business systems work.

Financial Plan

The keys to financial management include:

- Optimize human resource expense, efficiency & effectiveness.
- Optimize food service operating hours.
- Optimize food service purchasing and food waste expense management
- Optimize pricing & margin management systems
- Maximize sales and repeat customers (includes upselling, customer service excellence, advertising, promotions, rewards)

The payback for maintaining a hot food program is twofold, first to maintain a high level of customer satisfaction and second to generate revenue. Customer satisfaction is important as it relates to customer loyalty and customer purchasing habits. Because of Retail's dominance in pricing in the cigarette category, customers are extremely satisfied with that core product. However, both the focus groups conducted by Retail and the surveys indicated a desire for hot food. Oneida Retail Enterprise intends to broaden their offering and hopes to extend that customer satisfaction to the Food Service Category. Not only will Oneida Retail benefit by

increasing revenue from the food service program, but increased store traffic and complementary sales will benefit the overall bottom line.

Monitoring the “average ring”, customer satisfaction levels, transactions, sales by category, gross profit by category, and net profit by store trending will provide success indicators. Comparing growth from stores with food and those without food will provide insight into the overall impact.

Food Service Category Growth Plan

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Startup costs		\$75,000	\$33,000	\$33,000	\$48,000	\$15,000	
Sales	\$378,924	\$882,956	\$1,177,839	\$1,504,597	\$2,106,714	\$2,769,044	\$3,045,948
COGS	\$215,987	\$503,285	\$671,368	\$857,620	\$1,200,827	\$1,578,355	\$1,736,191
Gross	\$162,937	\$304,671	\$473,471	\$613,977	\$857,887	\$1,175,689	\$1,309,758
Operating Expenditures	\$51,897	\$207,451	\$259,348	\$311,244	\$363,141	\$363,141	\$363,141
Net Profit	\$111,040	\$97,220	\$214,123	\$302,732	\$494,746	\$812,548	\$946,616

Assumptions

One new location added per year (see rollout schedule)

2 FTE's at all locations except Westwind which will have 4 FTE's

10% Growth annually

5% Food waste

20% of inside transaction @\$7/average ring

2% annually CPI adjustment added to COGS

Conclusion

The recommendation is to invest in the development of an Oneida Retail Enterprise Food Service Program. Adding the category will provide a new source of revenue for the Oneida Retail chain and diversify the mix to further leverage the large cigarette customer base. Food Service will create its own traffic flow and is expected to augment the bottom line through complementary purchases.

The primary benefit will be the increase loyalty to the Oneida Retail chain once a quality program is established. Branded food programs, offered by the existing vendor, are recommended to kick-start the implementation and provide the best chance for a quick successful start-up. The branded programs were selected for quality food products, plus their relative simplicity of operation, no contract or franchise fees, limited equipment costs, and operation and marketing support.

Sound category management, dedicated staffing and ongoing training are key factor for a successful program. Delicious quality food will add a new attractive component to the stores. With the branded programs the One Stop food offering is expected to allow Oneida to compete in the ever changing competitive marketplace.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 12 / 15

2. General Information:

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

New Business Request

Agenda Header: Tribal Cemetery Working Meeting

Accept as Information only

Action - please describe:

Requesting reconsideration of the above quoted motion by Councilman Brandon Stevens at the July 8, 2015 Business Committee meeting regarding XII. New Business A. Determine responsible area for cemetery maintenance

3. Supporting Materials

Report Resolution Contract

Other:

1. Memo

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: 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:

Purpose:

Requesting reconsideration of the above quoted motion by Councilman Brandon Stevens at the July 8, 2015 Business Committee meeting regarding XII. New Business A. Determine responsible area for cemetery maintenance.

Background/History:

The responsible area for the Oneida Cemetery maintenance has been discussed and addressed at numerous Trust Enrollment Committee meetings and at a minimum of three Joint Quarterly Trust-Business Committee meetings. At the June 16, 2015 Joint meeting, Julie Denny, presented, in part, a report on the work provided by the vendor contracted to maintain the cemetery grounds. Along with the report, a recommendation to have the current vendor contract, future contracts, and cemetery maintenance follow up be moved to the Department of Public Works. The Oneida Business Committee verbally accepted our recommendation and Secretary Summers suggested we submit the recommendation to the Business Committee agenda for a final decision on who maintains the cemetery. A Trust Committee motion was made, seconded, and passed to do so.

Action requested:

Rescind motion of July 8, 2015 and to have the current vendor contract, future contracts, and cemetery maintenance follow up be moved to the Department of Public Works. The Oneida Business Committee verbally accepted our recommendation and Secretary Summers suggested we submit the recommendation to the Business Committee agenda for a final decision on who maintains the cemetery.

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 TRUST DEPARTMENT

COMMITTEE

Carole Liggins, Chairperson
Debra Danforth, Vice-Chair
Elaine Skenandore-Cornelius, Secretary
Brandon Yellowbird-Stevens, Liaison
Linda S. Dallas, Member
Norbert Hill, Jr, Member
Loretta V. Metoxen, Member
Rita Reiter, Member
Lois Strong, Member

onayote'a'ka latiwista'nunha

909 Packerland Dr, Green Bay WI 54304
P O Box 365, Oneida WI 54155
Ph: (920) 490-3935 • Fax: (920) 496-7491

DEPARTMENT

Susan White, Director
Jim Bittorf, Attorney
Michelle Mays, Attorney
Jeff House, Financial Analyst
Misty Cannon, Research Asst.
Carol Silva, Administrative Assistant

To: Oneida Business Committee
From: Oneida Trust Enrollment Committee
Date: July 29, 2015
Re: Oneida Tribal Cemetery Work Meeting August 21, 2015

"Motion by Brandon Stevens to defer the issue to determine the responsible area for cemetery maintenance a special Business Committee work meeting and that an invitation be extended to all interested parties, including departments and families impacted, seconded by David Jordan. Motion carried unanimously."

The Oneida Trust Enrollment Committee has been noticed the special Business Committee work meeting is scheduled for August 21, 2015 in the Business Committee Conference Room.

On behalf of the Oneida Trust Enrollment Committee, I am respectfully requesting reconsideration of the above quoted motion by Councilman Brandon Stevens at the July 8, 2015 Business Committee meeting regarding XII. New Business A. Determine responsible area for cemetery maintenance

The responsible area for the Oneida Cemetery maintenance has been discussed and addressed at numerous Trust Enrollment Committee meetings and at a minimum of three Joint Quarterly Trust-Business Committee meetings. At the June 16, 2015 Joint meeting, Julie Denny, presented, in part, a report on the work provided by the vendor contracted to maintain the cemetery grounds. Along with the report, a recommendation to have the current vendor contract, future contracts, and cemetery maintenance follow up be moved to the Department of Public Works. The Oneida Business Committee verbally accepted our recommendation and Secretary Summers suggested we submit the recommendation to the Business Committee agenda for a final decision on who maintains the cemetery. A Trust Committee motion was made, seconded, and passed to do so.

The Oneida Tribal Cemetery working group comprised of an individual(s) representing Planning, Development, Environmental, Community Wells & Septic, Trust, Enrollment, and DOLM is still intact, however we no longer have a Business Committee representative. The working group has gone from weekly (in 2013-2014) to quarterly meeting. The working group continues to monitor groundwater levels; implement other changes that will improve the groundwater issues and what will affect the entire cemetery appearance for the present and into the future. In 2014, facilitated monthly community meetings were held to give progress reports and receive feedback; community attendance initially was average and then slowly declined. Due to declining attendance, the working group began holding quarterly facilitated meeting and those quarterly meetings ended because no one from the community attended the final two. The Enrollment Department's working group participants continues to provide progress reports in the Kaliwisaks.

We further believe having another meeting to revisit Tribal Cemetery maintenance issues that have been resolved is redundant and not the best use of Tribal resources.

For the above stated reasons, the Oneida Trust Enrollment Committee is requesting reconsideration of Councilman Steven's motion.

Thank you for your time and attention.

Carole Liggins

Carole Liggins, Oneida Trust Enrollment Committee Chairwoman

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 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:

Accept the status update memo for the Petition: Cornelius-4 Resolutions (Investigate 7 Gens, 7 Gens Return Money, Freedom of Press, Impose Tax on OBC).

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: _____
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: August 12, 2015
RE: Petition: Cornelius-Special GTC Meeting to Address Four Resolution – Update

A petition was submitted to the Tribal Secretary's Office on April 28, 2015 and was verified by the Enrollment Department. This Petition was submitted to the Oneida Business Committee (OBC) agenda and accepted at the May 13, 2015 meeting. This Petition requests a Special GTC meeting allowing the petitioner to present on and address four resolutions.

This Petition reached the Legislative Operating Committee (LOC) during the May 20, 2015 LOC meeting in which it was added to the active files list. At that same meeting, a motion was made to forward a memorandum to the OBC addressing concerns that the four resolutions were not attached to the petition; the motion carried unanimously.

At the next OBC meeting on May 27, 2015, it was directed that the Tribal Secretary reach out to the petitioner in order to request the resolutions and that they be submitted within 30 days. When this Petition next made the OBC agenda, on June 24, 2015, the resolutions still had not been provided to the Tribal Secretary. During this meeting Chief Counsel expressed concerns relating to the validity of the petition because it was not possible to determine whether those whom had signed the petition had actually seen and endorsed any resolutions that may be presented by the petitioner since the resolutions had not been presented to the Tribal Secretary in conjunction with the verified petition. The petitioner asserted that there had not been any resolutions included with his original petition, but that he could present some if that was required. There was a motion to direct the Tribal Secretary to work with the petitioner relating the resolutions; the motion carried unanimously.

At the July 8, 2015 OBC meeting there was an update on this Petition; a meeting was held with the petitioner on June 29, 2015, and more time was needed. A motion was made and carried unanimously to defer this Petition to the July 22, 2015 OBC meeting.

At the July 22, 2015 OBC meeting the Tribal Secretary presented a memorandum to the OBC. The memorandum stated that a meeting was held with the petitioner on June 29, 2015 during which it was agreed that the Tribal Secretary would research whether any resolutions could have possible been

submitted with the petition. The memorandum stated that further research confirmed that her office had not received any resolutions with the original petition. Lastly, the memorandum stated that the petitioner submitted a report to the Tribal Secretary on the day of their meeting, June 29, 2015; the report was attached to the Secretary's July 22, 2015 memorandum as a handout. At July 22, 2015 OBC meeting discussion ensued and petitioner asserted that he had in fact presented resolutions to the Tribal Secretary's Office and the Tribal Secretary's office maintained that she had not yet received any resolutions. On July 22, 2015, at 11:35 PM the Tribal Secretary's office received the petitioner's four resolutions.

Having now received the resolutions, the Legislative Reference Office will now proceed to prepare statements of effect for each of the four resolutions and will submit for the OBC's consideration for the August 26, 2015 OBC meeting.



GTC RESOLUTION _____

**INVESTIGATION INTO
ONEIDA SEVEN GENERATIONS CORPORATION**

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

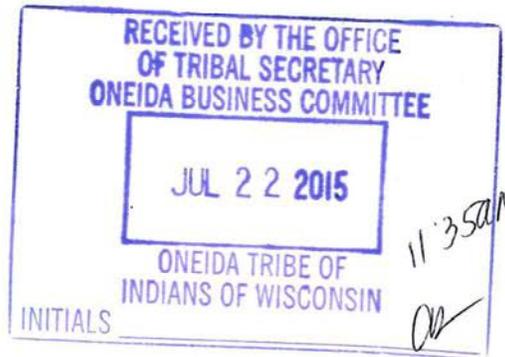
WHEREAS, the Oneida General Tribal Council can manage all economic affairs, charter subordinate Organizations, and adopt resolutions not inconsistent with the Constitution; and

NOW THEREFOR BE IT RESOLVED that the General Tribal Council directs the Chairperson to request The superintendent of the Bureau of Indian Affairs to conduct an outside forensic Federal audit or investigation into the Seven Generations' operation for possible fraud in their land transactions or other financial improprieties; and

BE IT FURTHER RESOLVED that the General Tribal Council be informed of the following:

- A. Who are the leaders in all the limited liability companies
 - B. Who are all the investors, Indian and non-Indian
 - C. Who are the stockholders
 - D. Who are the attorneys
 - E. Are the LLC officials receiving stipends or a salary
 - F. What is the relationship of the Business Committee, past and present, to the Seven Generations Corporation, LLC's, or investors, if any.
 - G. How many LLC's do we have
 - H. Who are the owners
 - I. Who are the board members
 - J. How much do they get paid
 - K. What do they use for collateral
 - L. Is Seven Generations' assets co-mingled with tribal property
 - M. Is Seven Generations' money co-mingled with tribal money;
- and

BE IT FURTHER RESOLVED that the Business Committee withdraws Seven Generations' charter Immediately.



GTC RESOLUTION

IMPOSING A TAX ON THE BUSINESS COMMITTEE

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, Article IV, Section 1, Paragraph (f) states only the GTC can promulgate and enforce the levying of TAXES; and

WHEREAS, Article IV(i) of the Oneida Constitution allows the GTC to adopt resolutions regulating the Tribal officials or Tribal organizations; and

WHEREAS, the Business Committee has not followed the GTC motions of 12-15-13 and violated GTC Resolution 11-15-08-C by not reporting anything back to the GTC; and

NOW THEREFOR BE IT RESOLVED that the General Tribal Council by imposing a tax on all the Business Committee members who voted not to dissolve 7 Generations but only restructure, pay \$5,000 as reimbursement to the Tribe for spending millions of dollars of our money on 7 Generations; and both the Chairwoman and Tribal Attorney pay twice that amount, for having knowledge of the law and as an accessory, pay \$10,000 each; and

BE IT FURTHER RESOLVED that the General Tribal Council directs all the Business Committee members, who voted NOT to dissolve 7 Generations but only restructure, to start paying the tax from their personal accounts to the Oneida Tribal general account within 60 days from now or have the Tribe cancel their per capita until it is all repaid.



GTC RESOLUTION

**ENFORCING SALARIES FOR
ONEIDA SEVEN GENERATIONS CORPORATION**

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

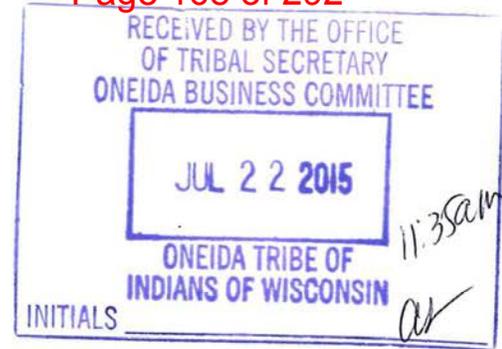
WHEREAS, Section IV, Section 1(h) authorizes the Oneida Business Committee “to charter subordinate organizations for economic purposes”; and

WHEREAS, Article IV of the Oneida Constitution Section 1(h) reserves the right to review any action taken by virtue of delegated power; and

WHEREAS, Seven Generations’ original charter required that Seven Generations only keep 25% of all the money collected for their operating expenses, and return the remaining 75% back to the Tribe; and

NOW THEREFOR BE IT RESOLVED that the General Tribal Council hereby sets a maximum limit on total salaries of 25% and the operational costs per year for all of the four (4) Seven Generations employees, commencing back in 2008 to date of dissolution, according to the original charter; and

BE IT FURTHER RESOLVED that the General Tribal Council directs the Tribal Attorney to take any and all action necessary to have the employees return the excess profit back to the Tribe in accordance with Article IX(B) using the Federal Courts if necessary, and to commence immediately.



GTC RESOLUTION _____

FREEDOM OF SPEECH, PRESS, AND ASSEMBLY

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, Article VI of the Oneida Constitution allows freedom of press and freedom of speech; and

WHEREAS, the Business Committee has not followed the GTC Resolution 11-15-08-A; and

WHEREAS, the Oneida Constitution and Bill of Rights is supreme; and

WHEREAS, the Indian Civil Rights Act provides "no Indian Tribe exercising powers of self-government, shall make or enforce any law – abridging freedom of speech or freedom of the press"; and

WHEREAS, the United States Constitution guarantees freedom of press, speech and due process; and

NOW THEREFOR BE IT RESOLVED that the Kalihwisaks will print any article from any Oneida unedited, not to exceed 400 words; and

BE IT FURTHER RESOLVED that the Kalihwisaks will print a disclaimer, so as not to be sued.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 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:

BC acceptance of the notice from the United States Department of the Interior regarding Madelyn Genskow's appeal to the Secretarial Election. The latter is dated received July 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:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

This letter is in reference to the appeal Madelyn Genskow filed on July 9, 2015 regarding the Secretarial Election. I am requesting BC approval to accept this letter as FYI for the record.

- 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



United States Department of the Interior

OFFICE OF THE FIELD SOLICITOR
5600 American Blvd. West, Suite 270
Bloomington, MN 55437



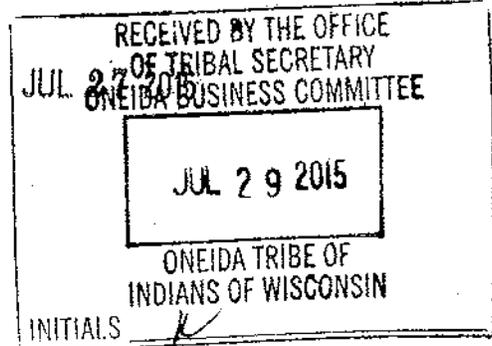
*bc
JH
Pill*

IN REPLY REFER TO:

2015-0696

Date:

U.S. Department of the Interior
Office of Hearings and Appeals
Interior Board of Indian Appeals
Administrative Judge Thomas A. Blaser
801 North Quincy Street, Suite 300
Arlington, VA 22203



RE: Madelyn Genskow v. Midwest Regional Director, BIA, IBIA Docket No. _____
Agency's Entry of Appearance & Motion for Extension of Time to File the
Administrative Record

Dear Judge Blaser:

Enclosed please find my Entry of Appearance and the Appellee's Motion for Extension of Time to File the Administrative Record. A certificate of service is also attached and shows that the documents have been served on the parties listed in the July 16, 2015 Pre-Docketing Notice.

Thank you for your attention to this filing.

Sincerely,

Kara Pfister
Department Counsel

Enclosures

cc: Per Certificate of Service

INTERIOR BOARD OF INDIAN APPEALS
U.S. DEPARTMENT OF THE INTERIOR

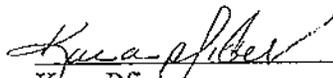
MADELYN GENSKOW,)
Appellant,)
v.)
MIDWEST REGIONAL DIRECTOR,)
BUREAU OF INDIAN AFFAIRS,)
Appellee.)
_____)

IBIA No. 2015-_____

MOTION FOR EXTENSION OF TIME
TO FILE ADMINISTRATIVE RECORD

Appellee respectfully requests an additional 30 days to file the administrative record in order to properly compile and organize the records in the above-styled appeal light of limited staff resources.

Dated this 27th day of July, 2015.



Kara Pfister
Department Counsel

CERTIFICATE OF SERVICE

I certify that on the 27th day of July, 2015, I delivered a true and correct copy of the Appellee's Entry of Appearance and Motion for Extension of Time to File the Administrative Record to each of the persons named below by depositing an appropriately addressed copy in the United States mail.

Madelyn Genskow
Appellant
E1859 Rural Road
Waupaca, WI 54981

Scot Cameron
Chair of the Secretarial Election Board
Great Lakes Agency
Bureau of Indian Affairs
916 West Lakeshore Drive
Ashland, WI 54806

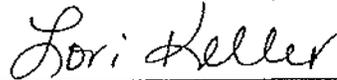
Christina Danforth, Chairperson
Oneida Tribe of Indians of Wisconsin
P. O. Box 365
Oneida, WI 54155

Kimberly Bouchard, Superintendent
Great Lakes Agency
Bureau of Indian Affairs
916 West Lakeshore Drive
Ashland, WI 54806

Diane Rosen
Midwest Regional Director
Bureau of Indian Affairs
Norman Pointe 2
5600 West American Blvd., Suite 500
Bloomington, MN 55437

Venus Prince
Acting Associate Solicitor – Indian Affairs
Office of the Solicitor
MS 6513 – MIB
U. S. Department of the Interior
1849 C Street, N.W.
Washington, DC 20240

Kevin Washburn
Assistant Secretary – Indian Affairs
U. S. Department of the Interior
MS 3642 – MIB
1849 C Street, N.W.
Washington, DC 20240


Lori Keller, Administrative Assistant
U. S. Department of the Interior
Office of the Field Solicitor
5600 American Blvd. West, Suite 270
Bloomington, MN 55437-1173
612-713-7100
lori.keller@sol.doi.gov

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Motion to enter E-poll results into the record for travel for 5 Cultural Heritage staff to attend the Great Law recital in Hogansburg, NY, July 23-31, 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: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

On July 16, 2015 the following epoll was conducted:

Summary

Attached is the procedural exception travel request for 5 staff from Cultural Heritage to attend the Great Law recital in Hogansburg, New York, July 23 – 31, 2015.

Requested Action:

Approve travel procedural exception for 5 staff from Cultural Heritage to attend the Great Law recital at the end of the month

The request is to leave the day after the next BC meeting (July 23rd), so is not feasible for this item to be placed on the next BC meeting agenda and unfortunately all of the information was not available prior to the July 8, 2015 BC meeting.

Deadline for response:

Please submit your response by noon today, July 16, 2015. Please respond by using the voting button above. Thank you.

The following is the E-poll results:

Support: Lisa Summers, Tehassi Hill, David Jordan, Brandon Stevens, Fawn Billie

Brandon Stevens: I support the travel however I do see luggage fees and mileage request in the same travel authorization, if your driving the luggage fess are not needed as well as a per diem variance for two individuals. I support the travel but would like an explanation before or after the travel.

Fawn Billie: Approve with alternative of carpooling w company van

- 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

April Skenandore

From: April Skenandore
Sent: Thursday, July 16, 2015 2:00 PM
To: Donald R. White; Brandon L. Yellowbird-Stevens; Cristina S. Danforth; David P. Jordan; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Susan M. House; Travel; CentralAccounting_Travel; Brian A. Doxtator; Danelle A. Wilson; Fawn L. Cottrell; Jacob S. Metoxen; Jessica L. Wallenfang; Leyne C. Orosco; Lisa A. Liggins; Mary C. Graves; Rhiannon R. Metoxen
Subject: RESULTS: E-Poll for Travel Procedural Exception for 5 Cultural Heritage Staff to attend Great Law Recital July 23-31, 2015 NY
Attachments: E-poll Request: Travel for 5 Cultural Heritage Staff to attend Great Law Recital July 23-31, 2015

Good Afternoon,

E-POLL RESULTS

The E-Poll request for travel procedural exception for 5 Cultural Heritage Staff to attend the Great Law Recital in Hogansburg, NY, July 23-31, 2015 is approved. This item will be placed on the next Business Committee agenda to be entered into the record. Listed below is the results:

Support:

Lisa Summers, Tehassi Hill, David Jordan, Brandon Stevens, Fawn Billie

Brandon Stevens: I support the travel however I do see luggage fees and mileage request in the same travel authorization, if your driving the luggage fess are not needed as well as a per diem variance for two individuals. I support the travel but would like an explanation before or after the travel.

Fawn Billie: Approve with alternative of carpooling w company van

April Skenandore

From: April Skenandore
Sent: Thursday, July 16, 2015 8:29 AM
To: Brandon L. Yellowbird-Stevens; Cristina S. Danforth; David P. Jordan; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Brian A. Doxtator; Danelle A. Wilson; Fawn L. Cottrell; Jacob S. Metoxen; Jessica L. Wallenfang; Leyne C. Orosco; Lisa A. Liggins; Mary C. Graves; Rhiannon R. Metoxen
Subject: E-poll Request: Travel for 5 Cultural Heritage Staff to attend Great Law Recital July 23-31, 2015
Attachments: Travel Procedural Exception Great Law Recital July 2015.pdf
Importance: High

Good Morning,

Summary

Attached is the procedural exception travel request for 5 staff from Cultural Heritage to attend the Great Law recital in Hogansburg, New York, July 23 – 31, 2015.

Requested Action:

Approve travel procedural exception for 5 staff from Cultural Heritage to attend the Great Law recital at the end of the month

The request is to leave the day after the next BC meeting (July 23rd), so is not feasible for this item to be placed on the next BC meeting agenda and unfortunately all of the information was not available prior to the July 8, 2015 BC meeting.

Deadline for response:

Please submit your response by **noon today, July 16, 2015**. Please respond by using the voting button above. Thank you.

April Skenandore

Subject: FW: Great Law Travel Request- Procedural Exception
Attachments: 20150706145641151.pdf

From: Susan M. House
Sent: Monday, July 06, 2015 3:15 PM
To: April Skenandore; Lisa A. Liggins; BC_Agenda_Requests
Cc: Anita F. Barber; Tracy M. Williams; Donald R. White; Barbara J. Reynolds; Susan A. Peterson
Subject: Great Law Travel Request- Procedural Exception

Hello,

Attached is the procedural exception travel request for 5 staff from Cultural Heritage to attend the Great Law recital at the end of the month. The request is to leave the day after the next BC meeting, so is not feasible for the next meeting and unfortunately we did not have the information pulled together in time for this meeting.

We are respectfully requesting to be placed on this agenda, or an e-poll. We provided a lot of information in case an electronic poll was requested.

Thank you for your consideration, and please let me know if this will be an e-poll, this agenda, or next agenda.

Susan

Oneida Business Committee Agenda Request

1. Meeting Date Requested: E / PO / II

2. General Information:

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

E-Poll Request

Agenda Header: Travel request to attend the Great Law Recital

Accept as Information only

Action - please describe:

To approve request to have 5 staff to attend the Great Law Recital in NY.

3. Supporting Materials

Report Resolution Contract

Other:

1. Memo

3. Travel Authorization Request

2. Justification

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Don White, Division Director/GSD

Primary Requestor: Anita Barber, Area Manager/Cultural Heritage
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Tracy Williams, Director/Language House
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 justification includes information for staff to attend.

Amount of travel for 5 people - 7,362.97

Budget lines-

001-4225001-000-75105-000 for 1598.00-Cultural Heritage -T/C

001-4225001-003-75105-000 for 1598.00-Lang. Rev. Fund

001-4225012-000-70100-000 for 4166.97 - Language House - T/C

- 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

**Travel Request Documentation:
The "benefit and results" from staff travel**

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**Oneida Cultural
Heritage Department**

Memo

To: Anita F. Barber-Cultural Heritage Area Manager
Don White – Governmental Services Division Director

From: Tracy Williams-Director, Language

Date: July 1, 2015

Re: Travel to Great Law Recital

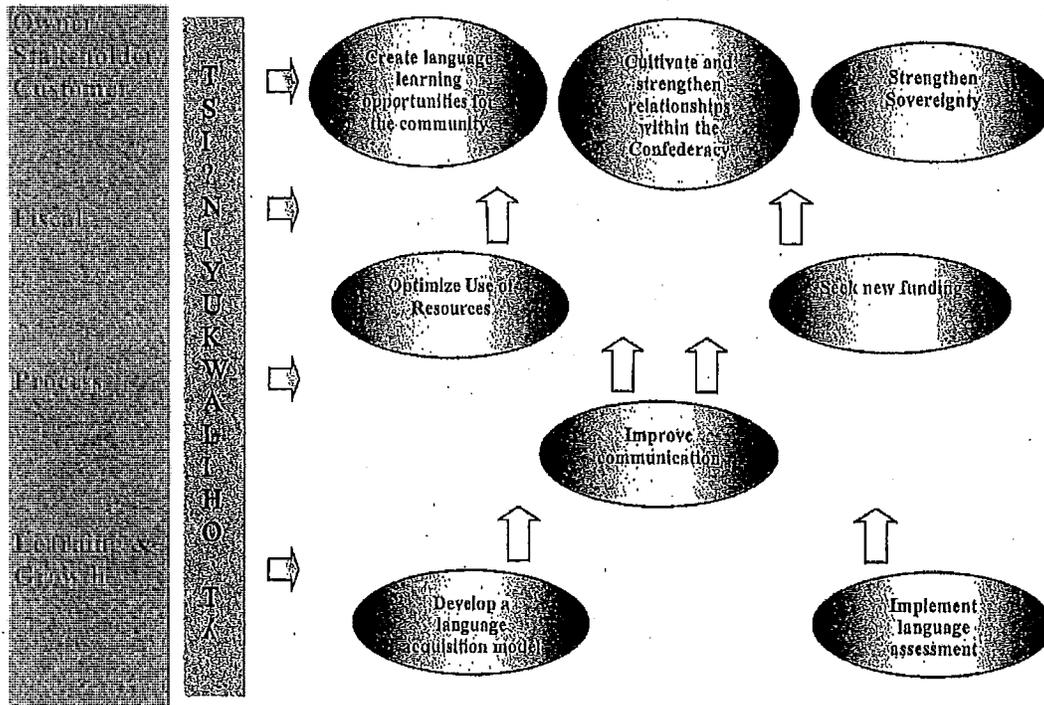
Please see the attached documentation to support a travel request from July 29-July 31, 2015:

- This is the third time in some 30 years our Great Law will be recited using our languages: Mohawk, Oneida, Onondaga, Cayuga and Seneca.
- The recital is of the utmost significance in Haudenosaunee thought and worldview. We owe our survival as a people to the message of the Great Law.
- This is an invaluable opportunity to continue participating in customs and traditions that keep our language and culture alive.
- This travel is justified in the job descriptions and in support of Advancing On'yote'aka Principles. We submit that this travel is government to government based on our original form of government.

We respectfully request your support of staff attendance to participate in the Recital of the Great Law.

Yawa?kó

Objectives for On[^]yote'a·ka Tsi'Nitwaw[^]no·t[^] (Oneida Language Development Plan) and Strategy Map Strategic Theme is Culture & Language



4 Strategic Directions

Direction	Strategic Result
Advancing On[^]yote'aka Principles	Bring our language back to life and strengthen Tsi ['] niyukwaliho:t [^] for those faces yet to come.
Committing to Build a Responsible Nation	Economic security for the Tribe and its People.
Implementing "Good Governance" Processes	Effective and efficient governance that meets the needs of the On [^] yote'a:ka.
Creating a Positive Organizational Culture	The mental, physical, spiritual, and social well-being of Oneida people.

Strategic Objectives

Learning and Growth Perspective

Objective	Commentary
O1 Maintain&Add to On[^]yote'aka Tsi[']nitwaw[^]not[^]	A language development plan has been created (Two Years are complete). Continuously revising and making it better and lengthening it to 5 years total.
Measure	Lag: # staff who have completed each 6 month section of the plan
O2 Implement Language Assessment	A language assessment will be conducted once a year coinciding with the annual performance evaluations.
Measure	Lag: # of staff scoring an average 95% or better on assessment

Process Perspective

Objective	Commentary
O4 Improve Communication	By improving our communication practices the area will have a better idea of the work we are doing.
Measure	Lag: # of language events

Fiscal Perspective

Objective	Commentary
O6 Optimize use of resources	We will effectively manage and share all available resources.
Measure	Lag: Cost savings of shared resources.
O7 Seek New Funding	We will increase revenue by proactively seeking external sources for funding including but not limited to grants, private foundations and fundraising.
Measure	Lag: Amount of \$ from external funding.

Owner/Stakeholder/Customer

Objective	Commentary
O8 Create Language Learning Opportunities for the Community	We will educate the Oneida community and general public on Oneida language and culture.
Measure	Lag: # of language learning opportunities
O9 Cultivate and strengthen relationships within the Confederacy	Travel throughout the confederacy to create, mend, strengthen and support relationships by fulfilling ceremonial responsibilities; attending ceremonies, Hodenosaunee conferences and meetings that focus on the use and revitalization of Hodenosaunee languages and ways.
Measure	Lag: # people attending community meetings, ceremonies, conferences
O10 Strengthen Sovereignty	Speaking our language and knowing our culture and history protects and strengthens our sovereignty.
Measure	Lag: # of people who complete each 6 month plan

Identify how said travel is going to benefit services provided by the Oneida Language Revitalization Department

There are many benefits from traveling to learn our ways and language from our relatives. The travel is in alignment with the Oneida Business Committee's Four Strategic Directions. The foundations of TsiNiyukwalihot[^]: Our Creation Story, Thanksgiving, the Four Sacred Rituals, the Great Law, Kalihwiyo and our History; all of these original narratives will strengthen the Four Strategic Directions. We have established goals for acquiring the KSAs associated with the foundation. It is our intention

to enrich our knowledge to contribute to a more culturally relevant teaching/learning experience in classes for the community as well as maintaining current KSAs. The goal for attending the Great Law Reading is to strengthen relationships and acquire knowledge to speak, teach, and gain an understanding of how our original narratives function through the teaching of our language

Measures to be validated in terms of Language and culture customer result

The customers are tribal members, community members, employees and other interested people. There are measures to be validated by said travel, one, is the # of clients/usage of services. The # of clients/usage of services has increased by about 500 from last year to this year. The increase is due to the development of a language acquisition plan and achieving community outreach goals.

Agenda for the travel:

The Owner/Stakeholder/Customer outcomes expected as a result of the travel:

- Create language learning opportunities for the community
- Cultivate and strengthen relationships within the Confederacy

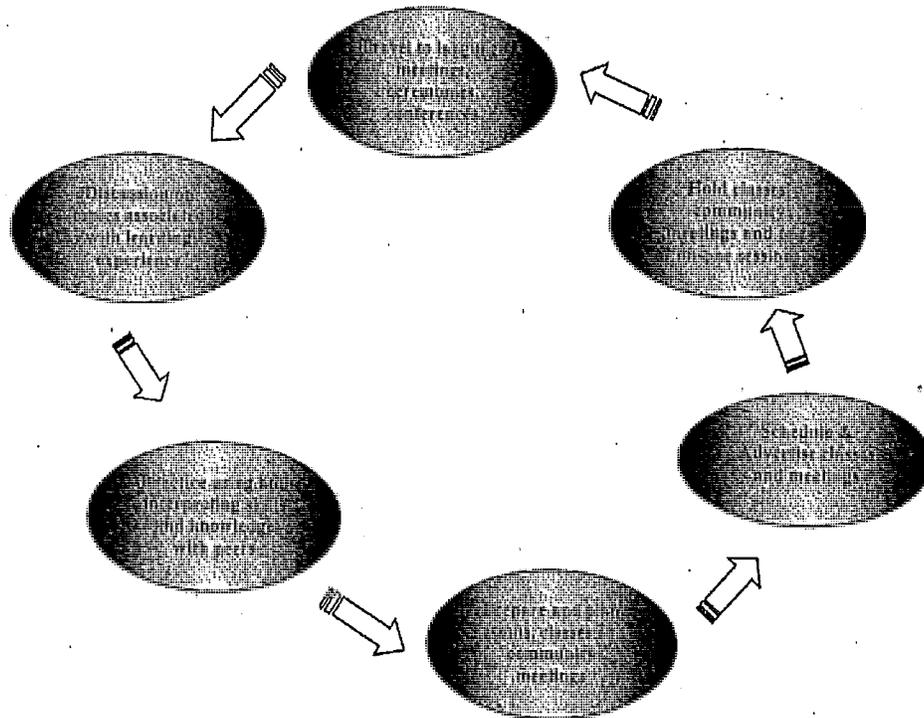
What is the cost to the Tribe?

The total amount requested is \$7,362.97

Travel Assurances

In order to explain the assurance that knowledge, skills and abilities acquired through the travel are going to be incorporated and used for language and culture acquisition and utilization by customers of the Language Department a flow chart of the path from travel experience to Language Department customers will be outlined. It is expected that the information gained from traveling will contribute to the lesson plans for classes, the community evening meetings and other one-on-one appointments made with staff. Please see the chart below.

Language Program Flow Chart of Path of Information Dissemination



What is the benefit to the community?

Our relatives have contributed greatly to the revitalization of our ceremonies, language and cultural ways for many years. The benefits to our community are strengthening our ceremonies, language and sovereignty. The inter-relationship between each of our communities is an important one. Supporting each other in the common cause to revitalize our language and ceremonies is a good way to build relationships and unify our communities. Our staff has been able to network and collect many documents of ceremonial and historical importance as a result of establishing and maintaining good relations.

How will you report your travel to the community?

Report will be made during language events and community classes.

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	Jessica Powless		
Please list name as it appears on Travelers Driver's License or WI State ID			
Employee #	14230	Date of Birth	7/26/86
Destination	Hogansburg, NY		
Departure date	July 29, 2015	Return date	July 31, 2015
Purpose of travel	GreatLawRecital		
Charged GL Account	001.4225012.000.701000.000		

GSA Rate Information for the destination

Per Diem rate per day	\$ 25.00	Lodging rate per day	\$ 109.00
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem Initial travel date	\$	75 %	2	\$ 50.00
Per Diem full day at destination	\$	100 %	5	\$ 75.00
Per Diem return travel date	\$	75 %	2	\$ 50.00
Subtract included meals				\$
Lodging including room rate plus taxes	\$			\$ 813.99
Airfare	\$			\$
Private Car Mileage	\$			\$
Taxi or car rental	\$			\$
Luggage Fees	\$			\$
Registration - accept VISA? Yes / No	\$			\$
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estimate</u> re-approval is required				\$ 200.00
Total Cost Estimate				\$ 988.99

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler	<i>J. Powless</i>	7/1/15	5686
Program Director	<i>[Signature]</i>	7/1/15	Not needed
General Manager	<i>[Signature]</i>	7/2/15	Not needed

Division Director
HOWE for D. White 7-6-15
Per procedure exception

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	Leander G. Danforth		
Please list name as it appears on Travelers Driver's License or WI State ID			
Employee #	3411	Date of Birth	10-30-55
Destination	Hogansburg, NY		
Departure date	July 23, 2015	Return date	July 31, 2015
Purpose of travel	GreatLawRecital		
Charged GL Account	001.4225012.000.701000.000		

GSA Rate Information for the destination

Per Diem rate per day	\$ 25.00	Lodging rate per day	\$ 109.00
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem Initial travel date	\$	75 %	2	\$ 50.00
Per Diem full day at destination	\$	100 %	5	\$ 75.00
Per Diem return travel date	\$	75 %	2	\$ 50.00
Subtract included meals				\$
Lodging including room rate plus taxes	\$			\$ 813.99
Airfare	\$			\$
Private Car Mileage	\$			\$ 600.00
Taxi or car rental	\$			\$
Luggage Fees	\$			\$
Registration - accept VISA? Yes / No	\$			\$
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estimate</u> re-approval is required				\$ 200.00
Total Cost Estimate				\$ 1,588.99

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler	<i>Leander G. Danforth</i>	7/1/15	5690
Program Director	<i>[Signature]</i>	7/1/15	Not needed
General Manager	<i>[Signature]</i>	7/2/15	Not needed

D.V. Dir *[Signature]* 7-6-15

DC Procedure excepted

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	Tracy Williams		
Please list name as it appears on Travelers Driver's License or WI State ID			
	Employee #	3819	Date of Birth
			1/19/71
Destination	Hogansburg, NY		
Departure date	July 23, 2015	Return date	July 31, 2015
Purpose of travel	GreatLawRecital		
Charged GL Account	001.4225012.000.701000.000		

GSA Rate Information for the destination

Per Diem rate per day	\$ 25.00	Lodging rate per day	\$ 109.00
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem initial travel date	\$	75 %	2	\$ 50.00
Per Diem full day at destination	\$	100 %	5	\$ 75.00
Per Diem return travel date	\$	75 %	2	\$ 50.00
Subtract Included meals				\$
Lodging including room rate plus taxes	\$			\$ 813.99
Airfare	\$			\$
Private Car Mileage	\$			\$ 600.00
Taxi or car rental	\$			\$
Luggage Fees	\$			\$
Registration - accept VISA? Yes / No	\$			\$
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estimate</u> re-approval is required				\$ 200.00
Total Cost Estimate				\$ 1,588.99

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler	<i>[Signature]</i>	7/11/15	5698
Program Director	<i>[Signature]</i>	7/11/15	Not needed
General Manager	<i>[Signature]</i>	7/11/15	Not needed

*By procedure
excepted*

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	Randy Cornelius		
Please list name as it appears on Travelers Driver's License or WI State ID			
Employee #	967	Date of Birth	05-10-1955
Destination	Akwesanse, NY		
Departure date	July 23, 2015	Return date	July 31, 2015
Purpose of travel	Great Law Recital		
Charged GL Account	001-4225001-003		

GSA Rate Information for the destination

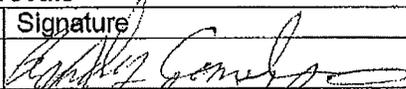
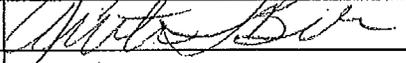
Per Diem rate per day	\$ 56.00	Lodging rate per day	\$ 96.00
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem initial travel date	\$ 56.00	75 %	2	\$ 84.00
Per Diem full day at destination	\$ 56.00	100 %	5	\$ 280.00
Per Diem return travel date	\$ 56.00	75 %	2	\$ 84.00
Subtract included meals				\$
Lodging including room rate plus taxes	\$ 96.00		5	\$ 480.00
Airfare	\$			\$
Private Car Mileage	\$		600.00	\$ 600.00
Taxi or car rental	\$			\$
Luggage Fees	\$ 70.00			\$ 70.00
Registration – accept VISA? Yes / <u>No</u>	\$ 0			\$ 0
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estimate</u> re-approval is required				\$ 200.00
Total Cost Estimate				\$ 1,598.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler		6-24-15	496-5388
Program Director		6/25/15	Not needed
General Manager			Not needed

*Scan to
Davis
6/24/15*

JUN 8 6 2015

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	Anita Barber		
Please list name as it appears on Travelers Driver's License or WI State ID			
Employee #	5127	Date of Birth	12-06-1958
Destination	Akwesasne, NY		
Departure date	July 23, 2015	Return date	July 31, 2015
Purpose of travel	Great Law Recital		
Charged GL Account	001-4225001-000		

GSA Rate Information for the destination

Per Diem rate per day	\$ 56.00	Lodging rate per day	\$ 96.00
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem initial travel date	\$ 56.00	75 %	2	\$ 84.00
Per Diem full day at destination	\$ 56.00	100 %	5	\$ 280.00
Per Diem return travel date	\$ 56.00	75 %	2	\$ 84.00
Subtract included meals				\$
Lodging including room rate plus taxes	\$ 96.00		5	\$ 480.00
Airfare	\$			\$
Private Car Mileage	\$		600.00	\$ 600.00
Taxi or car rental	\$ 70.00			\$ 70.00
Luggage Fees	\$			\$
Registration -- accept VISA? Yes / <input checked="" type="radio"/> No	\$ 0			\$ 0
Allowable price adjustment If travel arrangements exceed the Total Cost Estimate re-approval is required				\$ 200.00
Total Cost Estimate				\$ 1,598.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler	<i>Anita Barber</i>	6-25-15	496-5394
Program Director			Not needed
Div. Dir. General Manager	<i>Michael Dumble</i>	6-26-15	Not needed

*Scan to
Travel
6/29/15
ST*

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 15

2. General Information:

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

[Empty text box]

Agenda Header: Travel Request

Accept as Information only

Action - please describe:

15th Annual Travois Indian Country Affordable Housing and Economic Development Conference in New Orleans, LA, September 21-24, 2015.

3. Supporting Materials

Report Resolution Contract

Other:

1. Conference Agenda

3. [Empty text box]

2. Travel Request Form and backup

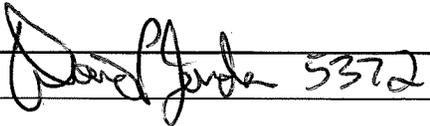
4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: David P. Jordan, Council Member  5372

Primary Requestor: Leyne Orosco, Executive Assistant, OBC
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:

Approve travel for David Jordan to attend 15th Annual Travois Indian Country Affordable Housing and Economic Development Conference in New Orleans, LA, September 21.24, 2015.

Total cost of trip is \$1432.85, which includes the \$200.00 allowable price adjustment.

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
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	DAVID P. JORDAN		
Please list name as it appears on Travelers Driver's License or WI State ID			
	Employee #	5372	Date of Birth
Destination	New Orleans, LA		
Departure date	September 21, 2015	Return date	September 24, 2015
Purpose of travel	To Attend 15th Annual Travois Housing Conference		
Charged GL Account			

GSA Rate Information for the destination

Per Diem rate per day	\$ 71.00	Lodging rate per day	\$ 107.00
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem initial travel date	\$ 71.00	75 %	1	\$ 53.25
Per Diem full day at destination	\$ 71.00	100 %	2	\$ 142.00
Per Diem return travel date	\$ 71.00	75 %	1	\$ 53.25
Subtract included meals				\$ 36.00
Lodging including room rate plus taxes	\$ 124.78		3	\$ 374.35
Airfare	\$ 496.00			\$ 496.00
Private Car Mileage	\$			\$
Taxi or car rental	\$ 100.00			\$ 100.00
Luggage Fees	\$ 50.00			\$ 50.00
Registration – accept VISA? Yes / No	\$ 0.00			\$ 0.00
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estimate</u> re-approval is required				\$ 200.00
Total Cost Estimate				\$ 1,432.85

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler		08/03/15	869-4459
Program Director			Not needed
General Manager			Not needed

Le Mèridien New Orleans will be the site of the 15th Annual Travois Indian Country Affordable Housing & Economic Development Conference. Our conference registration will be **free of charge** to employees of TDHEs, tribes, Alaska Native groups, Native Hawaiian organizations and Native-owned businesses!

Date, location:

Monday, Sept. 21 – Wednesday, Sept. 23, 2015

Le Mèridien New Orleans
333 Poydras Street
New Orleans, LA 70130

What to expect at this year's conference:

Hear stories of successful projects: New and rehabilitated homes for tribal members and economic development projects that have provided desperately needed jobs and services in Indian Country will be featured through panel discussions and project examples.

Learn from industry leaders: The Low Income Housing Tax Credit (LIHTC) program, New Markets Tax Credit (NMTC) program, asset management/compliance, environmental services, and architectural design and construction monitoring will be explained in depth.

Meet veteran developers: Many of Travois' clients have completed several LIHTC projects. Chat with these experts and ask them about their housing success. You'll have many opportunities to network with other attendees – get started early at our Welcome Reception on Monday evening.

Who should attend?

Tribal staff members who work in housing and economic development, including:

- Tribal housing authority staff – executive directors, occupancy and resident services staff
- Tribal housing board members
- Tribal chairmen and women
- Tribal council members
- Tribal economic development staff

AGENDA & EVENTS

The agenda is subject to change. We will post updates, so please continue to check back!

Monday, Sept. 21

8 a.m.-5 p.m.	NTCCP training
4-5 p.m.	Check-in at registration tables
6-8 p.m.	Welcome reception – a networking opportunity for conference attendees; appetizers provided

Tuesday, Sept. 22 – first day of conference sessions

7-8 a.m.	Breakfast and check-in at registration tables
8 a.m.-5 p.m.	NTCCP training
8 a.m.	Welcome, staff and sponsor introductions
8:30 a.m.	Building your community: Affordable housing
10 a.m.	Morning snack break
10:15 a.m.	Building your community: Economic development
11:45 a.m.	Break
Noon	20th anniversary awards luncheon
1:30 p.m.	Interactive charette
2:30 p.m.	Presenting projects to stakeholders
3:30 p.m.	Financial planning: Construction through compliance
4:30 p.m.	Sessions conclude

Wednesday, Sept. 23 – second day of sessions

7-8 a.m.	Breakfast and check-in at registration tables
8 a.m.-Noon	NTCCP training
8 a.m.	Advocacy/QAP
9 a.m.	LIHTC case study
10 a.m.	Morning snack break
10:15 a.m.	NMTC case study
11:15 a.m.	Interactive listening session
Noon	Lunch buffet
1:30 p.m.	Investor panel
2:30 p.m.	LIHTC compliance
3:30 p.m.	Homeownership
4:30 p.m.	Conference concludes

Have us call you

Now, or at a better time. Let us know your availability and we will have an associate call to assist you. [Go](#)



Hotel & Room Information

Le Méridien New Orleans
333 Poydras Street
New Orleans, Louisiana 70130 United States
[\(1\)\(504\) 525-9444](tel:(504)525-9444)

Check In
09/21/2015 - 3:00 PM

Check Out
09/24/2015 - 12:00 PM

1 Adult,
1 Room

Classic room, non-smoking: King Bed, Non-smoking, 275 sq ft / 26 m², Le Meridien Bed, 55 Inch Led Tv, Mini Refrigerator, Oversized Work Desk

Rate Information



Rate Description: Government And Active Military Rate - Id Required. Not Valid For Government Contracted Vendors. Guests Must Be Government Employees Or Active Military And Must Show Valid Government Identification At Check In. Not Valid For Government-contracted Vendors.

SET or Corporate Account Number:

Average est. room total per night**

Estimated total for your stay**

Room rate: USD
\$107.00

1 room(s) for 3 night(s): **USD \$374.35**

Taxes: USD
\$17.78

Estimated total:** USD
\$124.78

***Currency data provided by XE, a third party currency conversion provider, using live mid-market rates. The displayed totals are estimates only for informational purposes and do not include any additional charges that may be incurred at the hotel. The actual total will be calculated by the hotel in its local currency, based on the local taxes and currency exchange rate (if applicable) in effect at the time charging occurs.*

[Get complete details about this rate, taxes and other charges](#)

Items marked with an * are required.

Personal Information ([Privacy Policy](#))

We value your privacy. Our [Privacy Statement](#) details how we protect your personal information.

Title ▼

*First name

Middle initial

*Last name

*Address

*City

*State/Province ▼

Required for addresses in the U.S. and Canada



HOTELS FLIGHTS CARS PACKAGES

Login

Not enough data to make a forecast

Create a price alert

- Stops**
- nonstop
 - 1 stop \$496
 - 2+ stops \$500

Times

Take-off **Appleton (ATW)**
Mon 5:30a - 7:30p

Take-off **New Orleans (MSY)**
Thu 5:00a - 7:30p

Show landing times ▾

- Airlines**
- | Carrier | Alliance | Price |
|---|----------|-------|
| <input checked="" type="checkbox"/> Delta | | \$496 |
| <input checked="" type="checkbox"/> United | | \$561 |
| <input checked="" type="checkbox"/> Multiple airlines | | |

Fewer filters ▲

[Airline fees](#) [Airline Matrix](#)
Flex Dates: ±3 days | [Explorer](#)

- Cabin**
- Economy \$496
 - First \$927
 - Mixed \$927

- Flight Quality** Show all
- Show red-eyes
 - Show Wi-Fi flights only
 - Show Hacker Fares¹
 - Hide 114 longer flights

Layover Airports ▾

Durations

Layover
0h 30m - 17h 07m

Flight Leg
3h 59m - 20h 46m

Aircraft

ATW ↔ MSY

Sep 21 → Sep 24
Monday → Thursday
Economy 1
cabin traveler

Change

Your departure selection has been applied. Undo

Sort by: price (low to high) ▾

1 of 472 flights

Round-trip | Segment **NEW**

\$98 New Orleans RoundTrip

www.cheapair.com/New-Orleans-Flights

Low Fares to New Orleans Available. Book Discounted Fares Today & Save!
Search, Select & Save Big - We Make it Easy to Travel - Our Best Price Guarantee - 24/7 Customer Care
Winner - 2014 Customer Focused Innovations Award - CSIA

\$496
Delta



Delta

- 6:00a ATW → 12:16p MSY 6h 16m 1 stop (ATL)
- 11:15a MSY → 4:01p ATW 4h 46m 1 stop (ATL)

Select

Hide details ▲

Economy

Endeavor Air DBA Delta Connection operates flight 3876.

Details

Fares

Depart

6h 16m

→ Delta - Flight 2088 (economy)

2h 14m

- ↗ 6:00a Mon, Sep 21 ATW Appleton, WI
- ↘ 9:14a Mon, Sep 21 ATL Atlanta, GA

McDonnell Douglas MD88 (Narrow-body Jet) | 2h 14m | 766 miles | 9+ seats remain

⊙ Change planes

ATL Atlanta, GA

2h 36m

→ Delta - Flight 1119 (economy)

1h 26m

- ↗ 11:50a Mon, Sep 21 ATL Atlanta, GA
- ↘ 12:16p Mon, Sep 21 MSY New Orleans, LA

McDonnell Douglas MD88 (Narrow-body Jet) | 1h 26m | 424 miles | 9+ seats remain

Return

4h 46m

→ Delta - Flight 2646 (economy)

1h 31m

- ↗ 11:15a Thu, Sep 24 MSY New Orleans, LA
- ↘ 1:46p Thu, Sep 24 ATL Atlanta, GA

McDonnell Douglas MD88 (Narrow-body Jet) | 1h 31m | 424 miles | 9+ seats remain

⊙ Change planes

ATL Atlanta, GA

1h 03m

→ Delta - Flight 3876 (economy)

Operated by Endeavor Air DBA Delta Connection

2h 12m

- ↗ 2:49p Thu, Sep 24 ATL Atlanta, GA
- ↘ 4:01p Thu, Sep 24 ATW Appleton, WI

Canadair Regional Jet 900 (Regional Jet) | 2h 12m | 766 miles | 9+ seats remain

Save to Trips Share

Compare S



Oneida Business Committee Agenda Request

1. Meeting Date Requested: 8 / 12 / 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:

Travel Request - 100% grant funded travel to WICSEC annual conference for five child support staff.

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: *Smith for Don White 8315*

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

Additional Requestor: *[Signature]*
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

I am respectfully requesting authorization for five staff to attend the Western Interstate Child Support Enforcement Conference in Fort Worth, Texas September 13th-17th, 2015. The training is 100% grant funded and specifically included in our approved budget.

The staff attending are: myself, Delia Smith, Heather Hoepfner, Sara Frisque-Powless, and Vaughn Doxtater.

Travel costs for each staff are:

Lisa Kelly Skenandore \$ 938.20

Delia Smith \$ 1973.20

Heather Hoepfner \$ 1867.20

Sara Frisque Powless \$ 1867.20

Vaughn Doxtater \$ 1690.00

The registration and lodging are waived for me as I am current President of the National Tribal Child Support Association and all sister associations provide this to each respective President. As President, I am an ex facto member on their board and participate in their board meeting and planning meeting. Their board meeting is the day prior to the start of the conference so I am requesting to travel on the preceding Friday, September 11th, to be at their board meeting on Saturday. The rest of the staff will travel on Sunday, September 13th.

Much of the work in child support directly involves other jurisdictions where we may be asking for assistance or may be enforcing for someone other jurisdiction. This association provides an excellent Inter-Jurisdictional Fair that gives time for information sharing through providing materials and resources and allows for contact and helpful information.

All of us nationally, tribes, states, associations, have been collectively working on changes to federal legislation for a number of years. We hope to succeed in securing federal access to the IRS off-set program which is becoming more and more critical.

All travel is 100% grant funded through the Department of Health and Human Services - Administration for Children and Families - Office of Child Support Enforcement.

I appreciate your consideration. Thank you.

- 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



ADMINISTRATION FOR
CHILDREN & FAMILIES

370 L'Enfant Promenade, S.W., Washington DC 20447 www.acf.hhs.gov

October 1, 2014

Dear Grantee:

Attached you will find your Fiscal Year 2015 Grant Award Letter. We would like to thank you for your patience and assistance through this annual process. Without your support and responsiveness the process would not have been as successful as it has been. Thank you!

Please note that the implementation of Grantsolutions (an electronic grant management system, which was discussed at the National Tribal Child Support Association conference and the July Office of Child Support Enforcement Tribal meeting) by the federal government has resulted in a change to the formatting of the standard grant award letter. The total federal funding amount, the non-federal share, and match amounts are all found in #17 "Award Computation". Please note that this information indicates whether or not your budget as submitted has sufficient or excessive match funding. In some instances the approved budgets have insufficient match as currently estimated. It is expected that the grantees final financial report reconciliation will balance matched federal and non-federal funds. Additionally #25 "Document No." contains the grant document number which should be used when interfacing with the payment management system for payment requests.

Please be aware that implementation of an electronic system has created a consistent method of review across all submitted annual budgets estimates. As some costs were insufficiently documented to allow immediate approval grantees were contacted to provide additional information. When requests for information were responded to in a timely manner costs were approved. Please note that if costs were denied on your annual budget, amendments may be submitted at any point up through July 30th, 2015.

Again, thank you for your support and responsiveness. We look forward to a continued dialogue on how we can do a better in supporting your Tribal Child Support Enforcement programs and hope to be providing additional supportive guidance on issues of concern.

If you have questions or concerns please feel free to contact Matthew McMahon at matthew.mcmahon@acf.hhs.gov or Patrick Wells at patrick.wells@acf.hhs.gov.

Sincerely,

Patrick Wells

Director

Division of Mandatory Grants

cc:

Matthew McMahon, Financial Management Specialist

Paige Hausburg, Regional Director

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: Office of Child Support Enforcement - Tribal IV - D		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: KPG0015TCSE-01-00	4. AMEND. NO. 0	
5. TYPE OF AWARD: Other		6. TYPE OF ACTION: New		7. AWARD AUTHORITY: 42 USC 655	
8. BUDGET PERIOD: 10/01/2014 THRU 09/30/2015		9. PROJECT PERIOD: 10/01/2014 THRU 09/30/2015		10. CAT NO.: 93.563	
11. RECIPIENT ORGANIZATION: ONEIDA TRIBE OF INDIANS OF WISCONSIN PO BOX 365 2913 COMMISSIONER ST De Pere, WI 54115-0365 Grantee Authorizing Official: Cristina Danforth , Treasurer			12. PROJECT / PROGRAM TITLE: Tribal Child Support Enforcement Comprehensive Grants FY 2015		
13. COUNTY: Brown		14. CONGR. DIST: 08	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Lisa Schwartz		
16. APPROVED BUDGET:			17. AWARD COMPUTATION:		
Personnel.....	\$ 814,582.00	A. NON-FEDERAL SHARE.....		\$ 322,749.00	20.04%
Fringe Benefits.....	\$ 262,227.00	B. FEDERAL SHARE.....		\$ 1,287,498.00	79.96%
Travel.....	\$ 56,575.00	18. FEDERAL SHARE COMPUTATION:			
Equipment.....	\$ 0.00	A. TOTAL FEDERAL SHARE.....		\$ 1,287,498.00	
Supplies.....	\$ 20,100.00	B. UNOBLIGATED BALANCE FEDERAL SHARE.....		\$ 0.00	
Contractual.....	\$ 285,100.00	C. FED. SHARE AWARDED THIS BUDGET PERIOD...		\$ 0.00	
Facilities/Construction.....	\$ 0.00	19. AMOUNT AWARDED THIS ACTION:		\$ 1,287,498.00	
Other.....	\$ 34,162.00	20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:		\$ 1,287,498.00	
Direct Costs.....	\$ 1,472,746.00	21. AUTHORIZED TREATMENT OF PROGRAM INCOME:			
Indirect Costs.....	\$ 137,501.00	Additional Costs			
At % of \$		22. APPLICANT EIN:		23. PAYEE EIN:	24. OBJECT CLASS:
In Kind Contributions.....	\$ 0.00	396081138		1396081138A1	41.31
Total Approved Budget.....	\$ 1,610,247.00				

25. FINANCIAL INFORMATION:

DUNS 096830138

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
	15IDWITCSE	75x1501	5-G9915CC	\$1,287,498.00		

26. REMARKS: (Continued on separate sheets)

Promotional items are not allowable.

27. SIGNATURE - ACF GRANTS OFFICER Patrick A Wells		DATE: 10/01/2014	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY
29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)		DATE:	



- [Conference Home](#)
- [Lodging/Logistics](#)
- [Agenda](#)
- [Sponsors & Exhibitors](#)

WICSEC 32nd Annual Training Conference
 Sunday, September 13, 2015 - Thursday, September 17, 2015

Worthington Renaissance Hotel
 817-870-1000
 200 Main Street
 Fort Worth, Texas 76102
 United States

 [Map and Directions](#)

Join WICSEC in Fort Worth, Texas for our 32nd Annual Conference from Sunday, September 13 - Thursday, September 17, 2015. In addition to thought provoking, informative, and timely workshops, multiple opportunities to network with child support colleagues from around the U.S., and an outstanding venue, **WICSEC** is known for its relaxed, friendly, atmosphere and genuine western hospitality.

One of the highlights of our conference is the "Interjurisdictional Fair" where you can visit with ambassadors from state, county, tribal IV-D agencies, as well as OCSE, Department of Justice, and other key partners. You can "Take the Pledge" and obtain annually updated contact information for everyone who has taken the pledge over the years.

The conference is surprisingly affordable, and will provide a great return on your investment. We guarantee you will leave the conference feeling informed, refreshed, and armed with resources, information, and contacts to help you excel in your daily work. For more information, click the links above or visit the WICSEC website at www.wicsec.org.

Registration Fees:

Attendee - Early Bird (by 7/31/15)	\$415
Host State Attendee (IV-D & Tribal Programs Only)	\$365
Speaker (Attending Full Conference)	\$415
IJ Fair Ambassador	\$415
Host State Volunteer (Pre-approved)	\$200
Speaker (Attending Workshop Only "Talk & Walk")	\$0



Agenda-at-a-Glance

Start	End	Session Titles & Times are Subject to Change					
Sunday, September 13							
12:00p	5:00p	Registration – Grand Ballroom Foyer					
4:00p	5:00p	First Timer's Orientation – Pecos					
5:00p	7:00p	President's Welcome Reception – Rio Grande					
Monday, September 14							
7:30a	8:30a	Continental Breakfast – Rio Grande					
8:30a	10:00a	Opening Plenary Session (P-1) – Brazos					
10:00a	10:30a	Break/Raffle – Rio Grande					
10:30a	12:00p	Workshop M-1 CLE Ethics	Workshop M-2 Careers in Child Support: It's Not Just a Job	Workshop M-3 Working with Veterans and Military Families	Workshop M-4 Success with Interstate	Workshop M-5 Using Behavioral Economics to Improve Child Support Programs	Workshop M-6 Self-Service Mobile
12:00p	1:30p	Lunch (on your own)					
1:30p	3:00p	Workshop M-7 UIFSA 2008 Basics	Workshop M-8 Child Support Introspective (CSI) Powered by Pecha Kucha	Workshop M-9 Building Brighter Futures- Relationship Education with NCPs	Workshop M-10 Making the Most of Social Security Data	Workshop M-11 Electronic Service of Process eService: Opportunities, Challenges and Best Practices	Workshop M-12 How to Change Your Workplace Dynamic: Making Negativity Uncool
3:00p	3:30p	Break/Raffle – Rio Grande					
3:30p	5:00p	Workshop M-13 Reaching an Agreement: The Advantage of Settling Child Support Proceedings	Workshop M-14 Effective Service Delivery to Latino/Hispanic Customers	Workshop M-15 Social Workin' It	Workshop M-16 Electronic Interstate Communications	Workshop M-17 The Right Start for a Successful Finish	Workshop M-18 Enhancing Your Security Program
Tuesday, September 15							
7:30a	8:30a	Continental Breakfast – Rio Grande					
8:30a	10:00a	Workshop T-19 Advancements in DNA Testing	Workshop T-20 Predictive and Lifecycle Analytics	Workshop T-21 Sesame Street Community Engagement	Workshop T-22 What's Happening on the N.P.R.M.?	Workshop T-23 Challenges to Transformation	Workshop T-24 Innovation in Data Exchange and the Impact on Families
10:00a	10:30a	Break/Raffle – Regatta Pavilion					
10:30a	12:00p	Workshop T-25 CLE Future Perfect Orders	Workshop T-26 Developing Critical Thinking Skills	Workshop T-27 Improving Customer Service and Changing Organizational Culture	Workshop T-28 Nightmare on UIFSA Street	Workshop T-29 Improving Child Support Collections through Early Intervention	Workshop T-30 Funding – What is the Secret?
12:00p	1:30p	Lunch (on your own)					
1:30p	3:00p	Inter-Jurisdictional (I) Fair T-31 – Brazos					
3:00p	3:30p	Break/Raffle – Rio Grande					



Agenda-at-a-Glance

Tuesday, September 15 (continued)							
3:30p	5:00p	Workshop T-32 CLE NPRM vs TURNER – Debate Forum	Workshop T-33 Collaborative Negotiations	Workshop T-34 Project Management Tools and Techniques	Workshop T-35 Implementing Noncustodial Parent Employment Programs	Workshop T-36 Caseload Management in 2015	Workshop T-37 Improving New Hire and Wage Data
Wednesday, September 16							
7:30a	8:30a	Continental Breakfast – Rio Grande					
8:30a	10:00a	Plenary Session (P-2) – Brazos					
10:00a	10:30a	Break/Raffle- Rio Grande					
10:30a	12:00p	Workshop W-38 CLE Modern Families are Coming, So What Now?	Workshop W-39 Moving from Inspiration to Implementation	Workshop W-40 Providing Referrals and Services to NCP's Who Have Barriers to Employment	Workshop W-41 Tribal and State Collaboration – Improving the Lives of Children	Workshop W-42 Communication with Customers	
12:00p	1:30p	Lunch (on your own)					
1:30p	3:00p	Workshop W-43 CLE Dig for Treasure, Pierce the Throne Room, and Find the Funds	Workshop W-44 How to Build a Continuing Education Program	Workshop W-45 Mind the Gap: Working Across Generational Lines	Workshop W-46 Effects of New Hague Law and NPRM on UIFSA and International Cases	Workshop W-47 Successes, Innovations and Trends in Child Support Program Technology	
3:00p	3:30p	Break/Raffle – Rio Grande					
3:30p	5:00p	Workshop W-48 Post it, Like it, Pin it, Tweet it: Are you Making the Most of Social Media	Workshop W-49 CLE Unintentional Intolerance	Workshop W-50 Web Based Performance Measures Warehouse and Reporting	Workshop W-51 Automated Refactoring for Child Support Applications	Workshop W-52 Leadership Chat	
6:00p	8:00p	WICSEC Awards Banquet – Grand Ballroom					
Thursday, September 17							
8:00a	9:30a	Breakfast Buffet and WICSEC Business Meeting – Grand Ballroom <i>All attendees are welcome and encouraged to attend.</i>					
9:30a	11:00a	Plenary Session (P-3) – Grand Ballroom					

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Motion to enter E-poll results into the record for approval of a resolution to apply for an Indian Health Services grant. This is a five year grant with an estimated annual funding amount of \$249,000.00 with no Tribal contribution match.

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: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

On July 30, 2015 the following e-poll was conducted:

Summary:

Debbie Danforth, Division Director Comprehensive Health/Operations is requesting an E-poll for a resolution to apply for an Indian Health Services grant. This is a five year grant with an estimated annual funding amount of \$249,000.00 with no Tribal contribution match. The application is due August 03, 2015 and requires a signed Tribal resolution.

Please see the attachment for additional information.

An E-poll is necessary as approval is needed prior to the next regularly scheduled Business Committee meeting on August 12, 2015.

Requested Action:

Approve the resolution to apply for an Indian Health Services grant with no TC match.

Deadline for Response:

Please submit your response by 9:00 a.m. on Friday, July 31, 2015. Please respond by using the voting button above. Thank you.

The following is the e-poll results:

Support:

Fawn Billie, Trish King, Brandon Stevens, David Jordan, Tehassi Hill, Jennifer Webster, Melinda J. Danforth

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

April Skenandore

From: Chad A. Wilson
Sent: Friday, July 31, 2015 11:24 AM
To: Brandon L. Yellowbird-Stevens; Cristina S. Danforth; David P. Jordan; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Brian A. Doxtator; Danelle A. Wilson; Fawn L. Cottrell; Jacob S. Metoxen; Jessica L. Wallenfang; Leyne C. Orosco; Lisa A. Liggins; Mary C. Graves; Rhiannon R. Metoxen; BC_Agenda_Requests; April Skenandore
Subject: RESULTS: E-Poll for resolution HIS grant OCHC – Dental Preventative and Clinical Support Center program

Good morning:

E-POLL RESULTS

The E-Poll request for Debbie Danforth, Division Director Comprehensive Health/Operations for an E-poll for a resolution to apply for an Indian Health Services grant is approved. Listed below are the results:

Support:
Fawn Billie, Trish King, Brandon Stevens, David Jordan, Tehassi Hill, Jennifer Webster, Melinda J. Danforth,

April Skenandore

From: Chad A. Wilson
Sent: Thursday, July 30, 2015 11:48 AM
To: Brandon L. Yellowbird-Stevens; Cristina S. Danforth; David P. Jordan; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Brian A. Doxtator; Danelle A. Wilson; Fawn L. Cottrell; Jacob S. Metoxen; Jessica L. Wallenfang; Leyne C. Orosco; Lisa A. Liggins; Mary C. Graves; Rhiannon R. Metoxen; Chad A. Wilson; BC_Agenda_Requests; April Skenandore
Subject: E-poll Request: Approval of resolution to apply for IHS grant OHC- Dental Preventive and Clinical Support Center program
Attachments: IHS grant OHC- Dental Preventive and Clinical Support Center program.pdf
Importance: High

Good afternoon:

Summary:

Debbie Danforth, Division Director Comprehensive Health/Operations is requesting an E-poll for a resolution to apply for an Indian Health Services grant. This is a five year grant with an estimated annual funding amount of \$249,000.00 with no Tribal contribution match. The application is due August 03, 2015 and requires a signed Tribal resolution.

Please see the attachment for additional information.

An E-poll is necessary as approval is needed prior to the next regularly scheduled Business Committee meeting on August 12, 2015.

Requested Action:

Approve the resolution to apply for an Indian Health Services grant with no TC match.

Deadline for Response:

Please submit your response by **9:00 a.m. on Friday, July 31, 2015.** Please respond by using the voting button above.

Thank you,

Chad W.

Chad Wilson
Project Manager

Deadlines

Oneida Business Committee Agenda Request

Instructions

1. Meeting Date Requested: 08 / 12 / 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:

Approval of resolution to apply for a grant through Indian Health Service - Dental Preventive and Clinical Support Center 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:
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Deadlines

Oneida Business Committee Agenda Request

Instructions

6. Cover Memo:

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

The Indian Health Service (IHS) is accepting competitive grant applications for the Dental Preventive and Clinical Support Centers Programs. Applications are due August 3, 2015 and require a signed tribal resolution. This is a five-year grant with an estimated annual funding amount of \$249,000. No match is required.

The purpose of this IHS grant program is to combine existing resources and infrastructure with IHS Headquarters (HQ) and IHS area resources in order to address the broad challenges and opportunities associated with IHS preventive and clinical dental programs. In accordance with the recently stated priorities of the Department of Health and Human Services (HHS) Secretary on the need to achieve "higher value" health care services, the dental support centers will address two priority goals: (1) Provide support, guidance, training, and enhancement of I/T/U dental programs within their area; and (2) ensure that the services of the support centers and the I/T/U dental program result in measurable improvements in the oral health status of the American Indian/Alaska Native (AI/AN) patients served. In order to address these two goals, a strong collaborative working relation with the IHS HQ Division of Oral Health (DOH) and the Area Dental Director should be maintained. In short, support centers will empower the dental programs they serve and impact oral health outcomes through the guidance and services they provide. Improvements to oral health must be documented.

The Oneida Nation proposes to develop a Dental Clinic and Preventive Support Center. The objective of the center is "To assist Tribal, Urban American Indians and IHS dental programs in the Bemidji Area to increase community oral health prevention activities and be available to provide support with program management to facilitate these prevention efforts." The Dental Clinical and Preventive Support Center will service 34 Tribal programs, five urban programs, and three IHS service units within Michigan, Minnesota, Wisconsin, and northern Illinois. The Support Center's main activities will focus on increasing community oral health prevention activities for the AI/AN in the Bemidji Area. Other activities as determined by the needs assessment will be directed at increasing training and education opportunities for dental staff and healthcare workers in the Bemidji Area and assisting the Bemidji Area recruiter and tribal recruiters to fill dental staff vacancies.

The Support Center will be located at the Oneida Nation and would be directed by a Community Dental Health Coordinator that is a Dental Hygienist. Additional staff may include part-time clerical support as needs dictate. The Deputy Director of IHS Health Programs at GLITC will supervise Dental Clinical and Preventive Center Director.

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
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**

RESOLUTION # _____

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a Treaty Tribe recognized by the laws of the United States, 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 authority under Article IV, Section 1 of the Oneida Tribal Constitution by the Oneida General Tribal Council, and
- WHEREAS,** the Oneida Nation has determined that the overall goal of the Oneida Tribe is to protect, maintain and improve the standard of living and the environment in which the Oneida people live, and
- WHEREAS,** the Oneida Nation is dedicated to assisting and promoting the health needs and concerns of Indian people; and
- WHEREAS,** increasing prevention programs and services has been shown to increase access to care, particularly when the programs are community-based.

NOW, THEREFORE, BE IT RESOLVED: that the Oneida Tribe of Indians of Wisconsin authorizes and submits a grant application to DHHS/Indian Health Services – Dental Preventive and Clinical Support Centers Program for the purposes of developing and housing a Dental Support Center to assist Tribal, Urban American Indian, and Federal IHS dental programs in the Bemidji Area.

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 _____, 2015; that the foregoing resolution was duly adopted at such meeting by a vote of ___ members for; ___ members against; ___ member not voting; and that said resolution has not been rescinded or amended in any way.

Lisa Summers, Tribal Secretary
Oneida Business Committee

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 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:

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:

LORIELM OEB 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:

APPROVE THE FINAL REPORT OF THE SPECIAL ELECTION

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

2015 Special Election July 11, 2015

The Special Election was held on July , 2015 at the Oneida Health Center in Oneida and at SEOTS in Milwaukee. The following report includes:

- | | |
|----------------------|---------------------------|
| 1) Narrative | 4) Final election results |
| 2) Voter statistics | 5) Requested action |
| 3) Election expenses | |

Narrative

The polls were open from 7:00 A.M. - 7:00 P.M. The ballot consisted of 38 candidates for eight (8) boards, committees and commissions for the Oneida Nation: Oneida Land Commission, Oneida Land Claims, Oneida Nation Commission on Aging (ONCOA), Election Board, Trust/Enrollment Committee, School Board (At-Large), School Board (Parent), Gaming Commission and four (4) Referendum questions. Tentative election results have been posted in the prominent locations as defined by the Election Law as well as the Internet and Intranet.

The following individuals were present in their official capacity as required by the Oneida Election Law:

Oneida Election Board Members:	Lori Elm, Chairperson Jonathan Frion, Vice-Chairperson Connie Danforth, Secretary Barbara Erickson, Member Michele Doxtator, Member Tina Skenandore, Member (Alternate) Candace House, Member(Alternate) Gina Buenrostro, Member(Alternate)
Alternates:	Pat Moore Kitty Melchert Janet Lien JackyIn Zalm Catrina Bhatt
Recused after Caucus:	Racquel Hill Melinda K. Danforth Teresa Schuman
Oneida Enrollment Department:	Cheryl Skolaski Kelly Danforth Trina Villegas Cindy Niesen
Oneida Police Officers:	Edward Metoxen Lyle Metoxen
Oneida Records Management:	Stephen Webster

The ballots were transferred by the OPD officer and held at OPD where Stephen Webster transported to Records Management for retention as defined by the Election Law on Monday, July 13, 2015. The old SEOTS addressed was moved due to timeframe issues. All signage was posted at the new location to direct any voters to the SEOTS building at 6811 W. Morgan Avenue.

A recount was request on July 13, 2015 for the Oneida Gaming Commission position and a Recount was done at the Oneida Health Center on July 14, 2015. All results stayed the same.

Voter Statistics

Number of voters:	Oneida: 483	Spoiled: 34
	Milwaukee: 40	Spoiled: 4
	Total: 523	Total: 38

Election Expenses

<i>Memory Card/ballots</i>	<i>\$1,793.90</i>
<i>Printing/Mail out Notices</i>	<i>\$1,171.22</i>
<i>Stipends: \$9,872.50 is the total cost of Stipends from Caucus to the July 22, 2015 meeting; amount includes all Election Board mentioned above</i>	
<i>Food/Hotel/Mileage/Per Diem</i>	<i>\$4,011.62</i>
<i>TOTAL</i>	<i>\$16,849.24</i>

Requested Action on Final Results

In accordance with the Election Law (2.11-13), the Election Board submits this final report including Election results to the Business Committee to ratify the official results and send notices regarding when the swearing in of newly elected officials shall take place.

See next page for Final Results

TENTATIVE *** ONEIDA TRIBE OF INDIANS OF WISCONSIN *** TENTATIVE
2015 SPECIAL ELECTION TENTATIVE RESULTS

	Oneida	Mil	Total		Oneida	Mil	Total
ONEIDA LAND COMMISSION				TRUST/ENROLLMENT COMMITTEE			
Choose THREE (3)				Choose (3) THREE			
AMELIA CORNELIUS	200	21	221	DEBRA L. POWLESS	237	27	264
RACQUEL (ROCKY) HILL	222	18	240	KEITH DOXTATOR	195	24	219
JAY T. RASMUSSEN	204	20	224	CAROLE LIGGINS	279	16	295
BART M CORNELIUS	196	18	214	LINDA "BUFFY" DALLAS	147	15	162
CORINNA A. CHARLES	192	11	203	TRACY L. METOXEN	208	21	229
FRED MUSCAVITCH	147	20	167				

	Oneida	Mil	Total		Oneida	Mil	Total
ONEIDA LAND CLAIMS				SCHOOL BOARD AT - LARGE			
Choose (3) THREE				Choose (2) TWO			
JAY T. RASMUSSEN	301	29	330	DYLAN BENTON	147	12	159
				FRED MUSCAVITCH, PhD.	162	21	183
				MELINDA K DANFORTH	274	23	297
ONEIDA NATION COMMISSION ON AGING (ONCOA)				SCHOOL BOARD PARENT			
Choose (3) THREE				Choose (2) TWO			
AMELIA CORNELIUS	189	19	208	TODD (MOON) HILL	279	21	300
CAROL L. ELM	328	27	355	DEBRA J. DANFORTH	241	31	272
LOIS J. POWLESS	255	25	280	SYLVIA S. CORNELIUS	226	13	239
PAT LASSILA	214	17	231				
DELLORA METOXEN CORNELIUS (DO DO)	195	15	210				

	Oneida	Mil	Total		Oneida	Mil	Total
ELECTION BOARD				GAMING COMMISSION			
Choose (3) THREE				Choose (1) ONE			
VICKI CORNELIUS	316	35	351	KENTON KING	33	1	34
SUNSHINE WHEELOCK	257	31	288	REYNOLD (TOM) DANFORTH	97	5	102
RACQUEL (ROCKY) HILL	282	16	298	REGGIE DOXTATER	20	1	21
BLANCHE DANFORTH	171	25	196	SHIRLEY HILL	69	4	73
				AMY M JORDAN	39	0	39
				LEE NINHAM	40	14	54
				OSCAR S SCHUYLER	64	8	72
				DERRICK R. KING	95	6	101
				TRACY L. METOXEN	17	0	17

Referendum Questions

Are you in favor of not applying the WI fuel tax to any persons, (Tribal or Nontribal), purchasing gasoline or diesel fuel at the Highway 29 Travel Center?

Oneida Yes	160	Oneida No	295
Mil Yes	10	Mil No	27
Total Yes	170	Total No	322

The Austin Straubal International Airport is located within the Oneida Nation Reservation, established by the 1838 treaty with the United States of America. Should the Oneida Nation apply a seat tax to all persons communiting through the ASIA on commercial flights and dedicate the funds colled to a trust fund for PerCapita distrubution?

Oneida Yes	352	Oneida No	103
Mil Yes	32	Mil No	6
Total Yes	384	Total No	109

As a Sovereign, the Oneida Nation has the right to tax. Should the Oneida Nation supplant the existing 5.5% WI State tax exempt trust lands including Walmart and Sam's Club on Mason Street and the Home Depot on Taylor Street with all such funds collected and dedicated to a trust fund for PerCapita distribution?

Oneida Yes	332	Oneida No	122
Mil Yes	27	Mil No	11
Total Yes	359	Total No	133

Should the Oneida Nation provide an annual workshop of Roberts Rules of Order and GTC Meeting Rules?

Oneida Yes	360	Oneida No	95
Mil Yes	23	Mil No	15
Total Yes	383	Total No	110

"The election results posted here are tentative results. Final election results are forwarded by the Oneida Election Board to the Oneida Business Committee via a Final Report after time has lapsed for recount requests, or challenges or after all recounts or challenges have been completed, whichever is longer"

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 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:

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:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Submission of HRD 3rd Quarter FY'15 Quarterly Report

[Empty text box for cover memo content]

- 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

HUMAN RESOURCES DEPARTMENT
3rd Quarter Report Apr-June, FY2015
Geraldine R. Danforth, HR Area Manager

❖ **Administration**

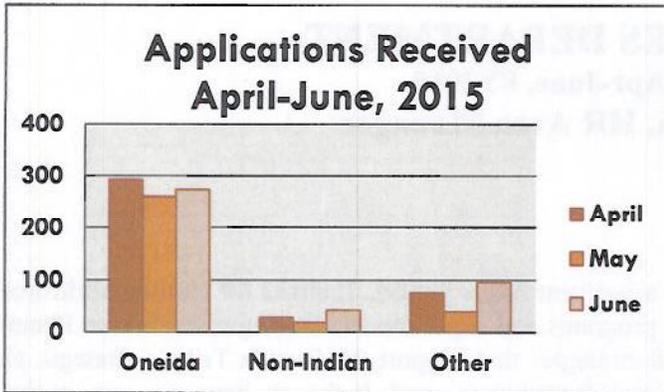
- **STRATEGIC WORKFORCE PLANNING** covers a 3–5 year future period. It aligns the current workforce to meet the desired business needs and outcomes of the programs and departments. Strategic Workforce Planning looks at functions performed, system-wide issues and strategies that support the Oneida Tribe's strategic plan, addresses workforce factors that affect our programs/departments, and looks at how we can maintain organizational capacity, be effective and efficient.
- To do this, we need to start with our tribal strategies and look at where we are right now and where we want to be in terms of functions performed by the employees. We look at opportunities to improve employee skills, ratio of management to employees, skills we need, and identify what accountability will look like for all.
- Closing the gap may mean re-skilling, re-deploying, re-training or letting go of employees who choose not to perform or who are not working with us to build a strong Oneida Nation. Strategic Workforce Planning looks at the functions performed by employees that are needed to build a strong Oneida Nation. This is the model we will be working from for strategic workforce planning:

Budget: HRD submitted the following budget for FY 15:

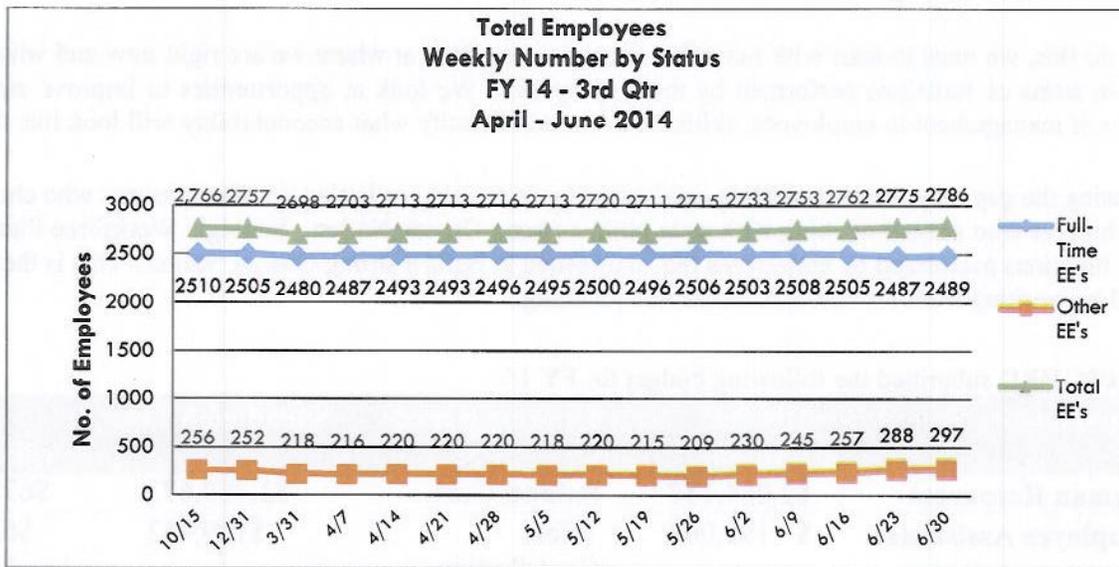
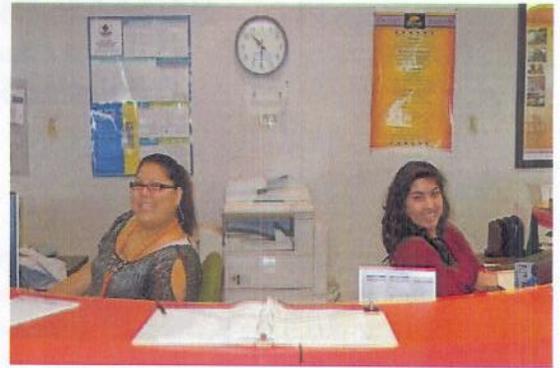
Department	Budget Amount	Funding Source	Spending YTD	Variance
Human Resources	\$2,034,187	Indirect Cost	\$1,469,673	\$678,062
Employee Assistance	\$ 192,068	Tribal Contribution	\$129,452	\$62,616
Workforce Development	\$ 325,161	Grant 79% & TC	\$190,269	\$134,892
Student Intern Program	\$ 124,935	Tribal Contribution	\$0	\$0
Employee Incentive & Testing	\$ 4,469	Tribal Contribution	\$2692	\$1,777

This year, Human Resources (HR) added the Employee Incentive and Testing budget. This budget will be used to recognize employees who have 25, 30, 35, and 40 years of service or more with a Years of Service gift. This past year, the Tribe had employees who reached their 40th year of service with the Tribe. We do not have the funds to retro gifts for employees from previous years. The Human Resources Department decreased the budget by \$276,392 from FY 14.

EMPLOYEES: HR has 33 employees, Workforce Development has 3 employees and EAP has 2 employees. Three positions were eliminated in the budget process.



Reception Staff at Skenandoah Complex Left to Right: Yasiman Metoxen and Olivia Danforth

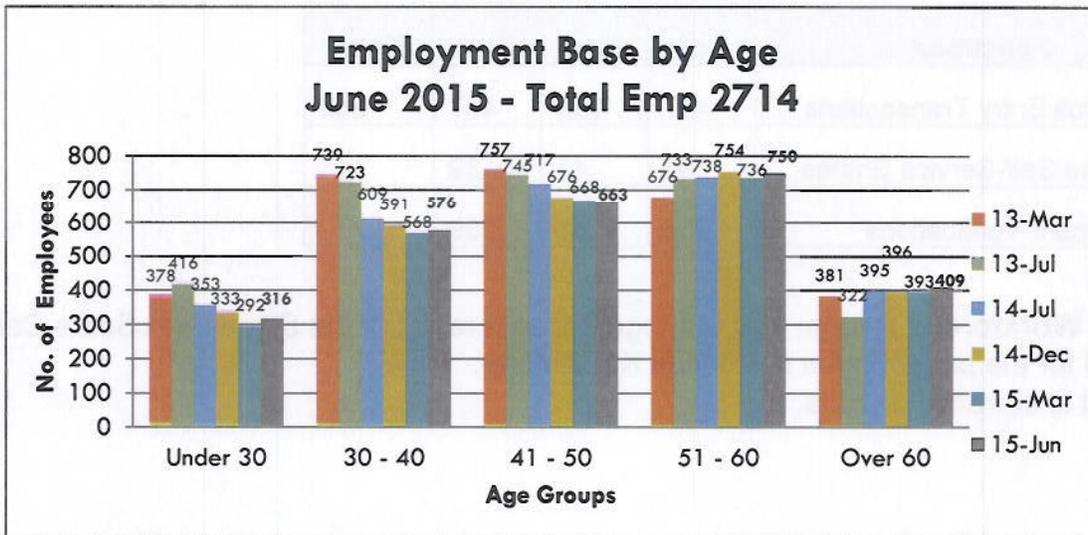


The 3rd quarter total number of employees for the Tribe is increasing slightly. During the month of June, employees are routinely laid off due to the nature of their work. The summer months bring on students and youth. The Intern program hired 30 college-level students. The youth programs hired approximately 30 students. Most of the students will be done by the end of July. The maximum number of employees allowed per GTC resolution is 2950 full time equivalents.

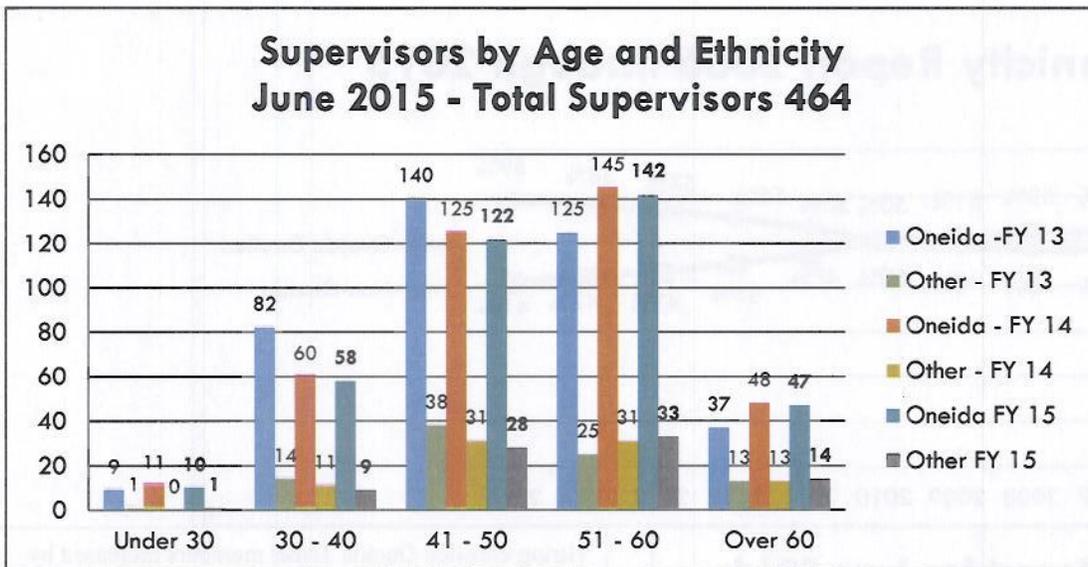
ACCRUED VACATION AND PERSONAL HOURS

The report below represents the total number of accrued hours and the costs associated with the hours. The number of employees at the maximum amount of hours and those nearing the max are monitored on a monthly basis. The employees tend to use their accrued hours during the months of November, December and January.

Employee Vacation and Personal Time Accruals For the Period of October 2014 to June 2015										
FY 15	14-Sep	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
Total EE's	2608	2655	2,628	2605	2578	2581	2598	2615	2621	2627
Total Hours	260,572	272,528	275,222	273,804	270,261	272,367	273,367	275,107	280,165	279,890
Total Payout	\$5,271,854	\$5,816,635	\$5,872,834	\$5,824,162	\$5,724,093	\$5,766,782	\$5,769,416	\$5,773,757	\$5,861,484	\$5,824,830
No. of EE's @ Max 280 Hours	29 \$202,833	47 \$512,908	44 \$475,162	39 \$410,455	29 \$272,957	28 \$270,512	33 \$ 295,092	34 \$327,195	46 \$398,722	40 \$307,912
No. of EE's @ 250-279 Hours	125 \$748,801	142 \$923,710	167 \$1,062,499	157 \$1,045,620	153 \$978,978	167 \$1,106,199	184 \$1,256,928	183 \$1,139,395	186 \$1,121,159	188 \$1,217,539
No. of EE's @ 200-249 Hours	270 \$1,343,423	276 \$1,455,966	282 \$1,483,262	282 \$1,497,602	285 \$1,570,624	284 \$1,506,987	277 \$1,392,435	280 \$1,456,707	267 \$1,436,246	269 \$1,384,299
Avg Hours	99.91	102.65	104.73	105.11	104.83	105.53	105.22	105.2	106.89	106.5
Avg Payout	\$2,021	\$2,191	\$2,235	\$2,236	\$2,220	\$2,234	\$2,221	\$2,208	\$2,236	\$2,217



The largest number of employees falls in the 51-60 age range at 27.70%. The second highest is 41-50 age range at 25.14%. There are 409 employees who could potentially retire or leave workforce in the immediate future to 15 years. The HR trends in the workforce are predicting that all the baby boomers will be out of the workforce by 2030.



There are 464 total supervisors. Of the 464, Oneida supervisors account for 379 of these supervisory positions.

❖ **Human Resources Information Systems (HRIS)/Records April-June 2015**

The team consists of Melinda K. Danforth-HRIS Manager, Terry Skenandore-HRIS Specialist and Vicki Cornelius-Records Technician.

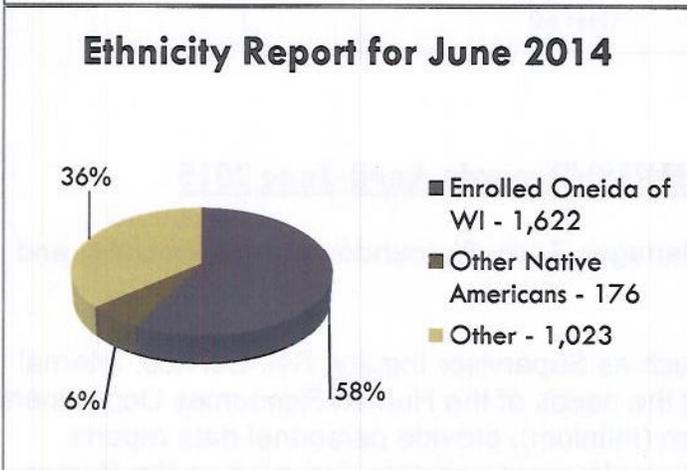
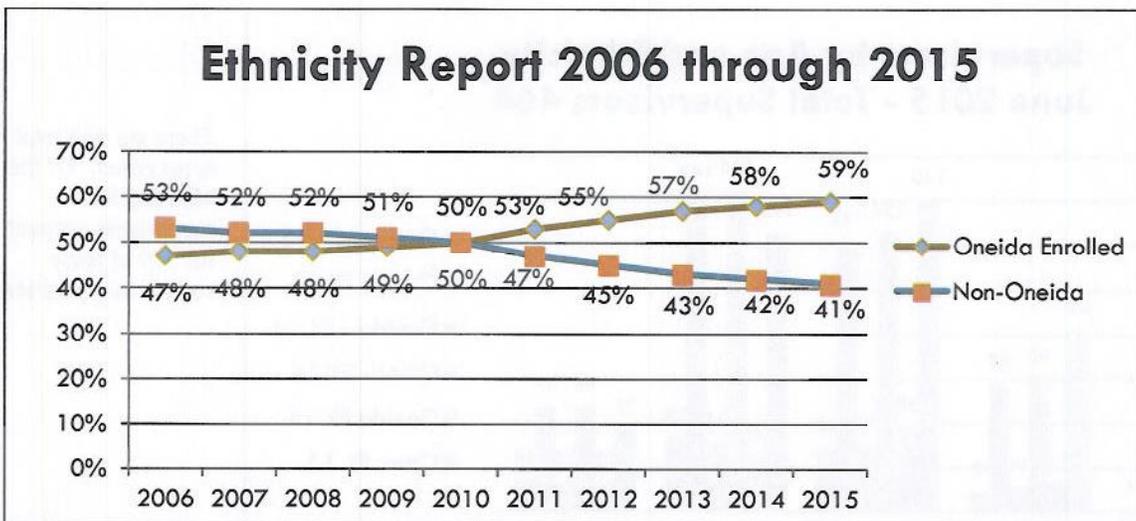
We ensure the HRIS Systems and applications, such as Supervisor Inquiry, Self-Service, Internal Reference Directory and Workforce Detail support the needs of the Human Resources Department. Enter all personnel data into the HR/Payroll System (Infinium), provide personnel data reports (Cognos) to management, complete verification of employment requests and oversee the Human Resources personnel files (OnBase).

Functions	Apr	May	June	Total
HR/Payroll Entry Transactions	447	399	437	1283
Employee Self-Service Entries	31	41	39	111
Employment Verifications	266	247	259	772

High Performing Workforce: A team was put together as a result of the Skatnikulat Score Card initiative. The lead for the project team is Melinda K. Danforth.

- This project is currently on hold.

❖ Compensation, Hiring and Workforce Development April – June 2015

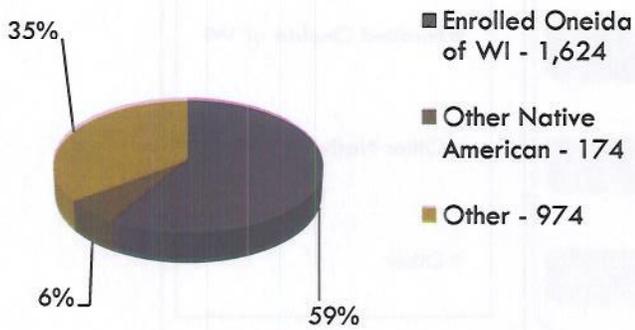


Hiring enrolled Oneida Tribal members increased by 1% in June 2015 compared to the previous month. A year ago, the rate was 58%.

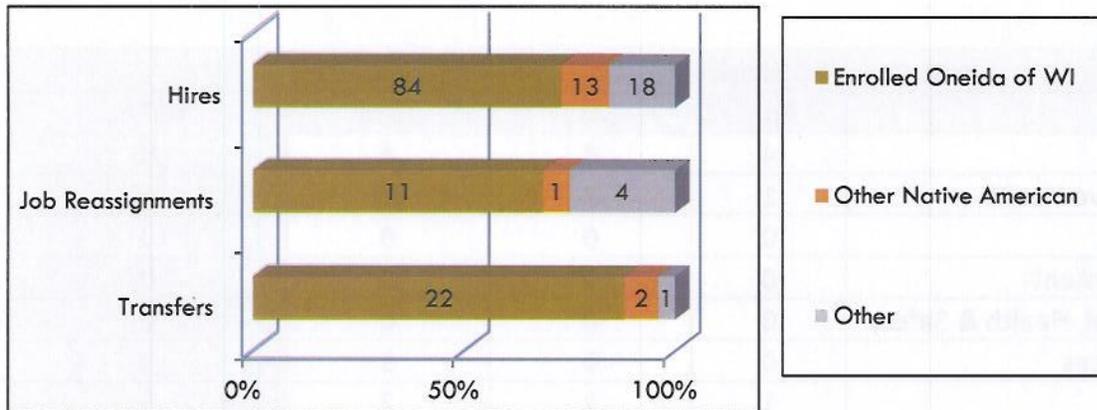
If you review the above chart, this is contributed to revising the Oneida and Indian Preference Policy, first by emergency resolution in 2010 by the Oneida Business Committee and then approval of this policy from General Tribal Council in 2011.

Reduction - Total Number of Employees. There were 2,821 employees in June 2014 and 2772 employees in June 2015. This is a reduction of 49 employees in comparison to the previous year.

Ethnicity Report for June 2015 (Third Quarter of FY2015)



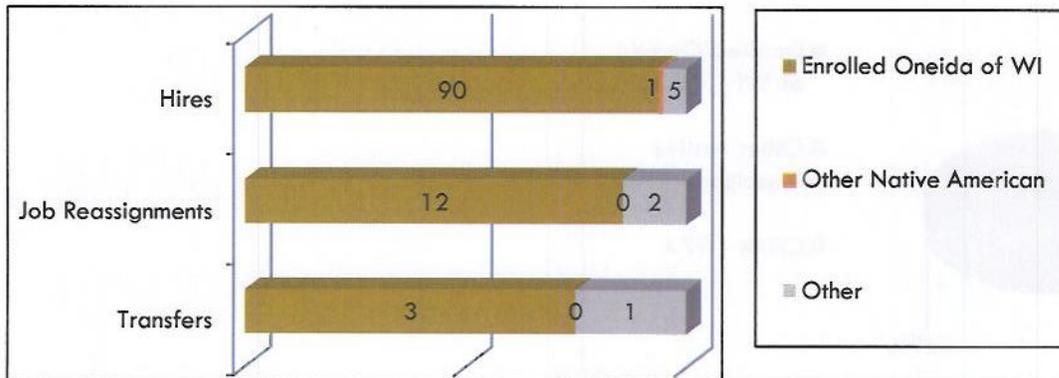
Hires Report April - June 2014



For April – June 2014

- 73% of all hires were filled with enrolled Oneida Tribal members.
- 69% of all job reassignments were filled with enrolled Oneida Tribal members.
- 88% of all transfers were filled with enrolled Oneida Tribal members.

Hires Report April - June 2015



For April – June 2015

- 94% of all hires were filled with enrolled Oneida Tribal members.
- 86% of all job reassignments were filled with enrolled Oneida Tribal members.
- 75% of all transfers were filled with enrolled Oneida Tribal members.

Job Postings by Division for April, May and June 2014

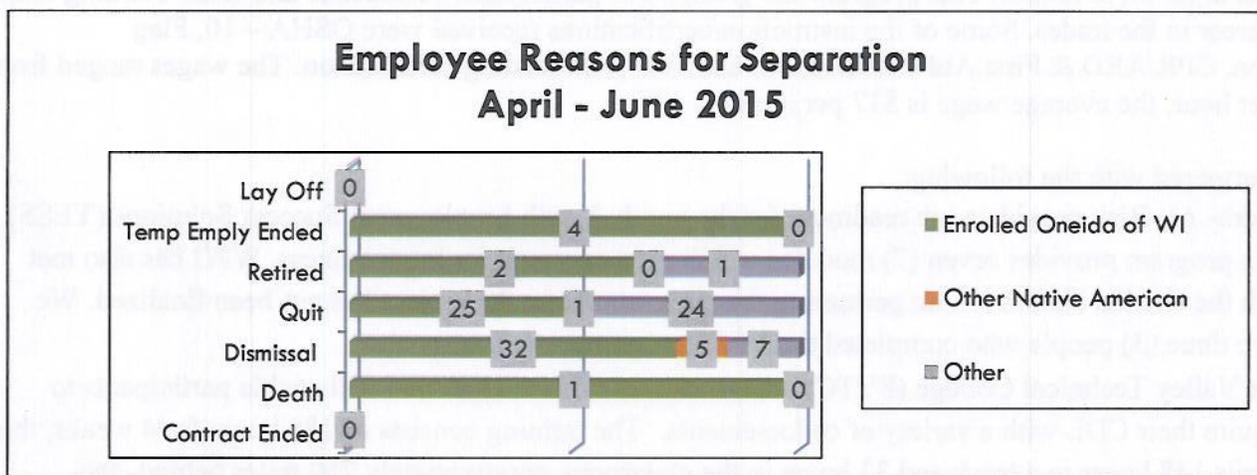
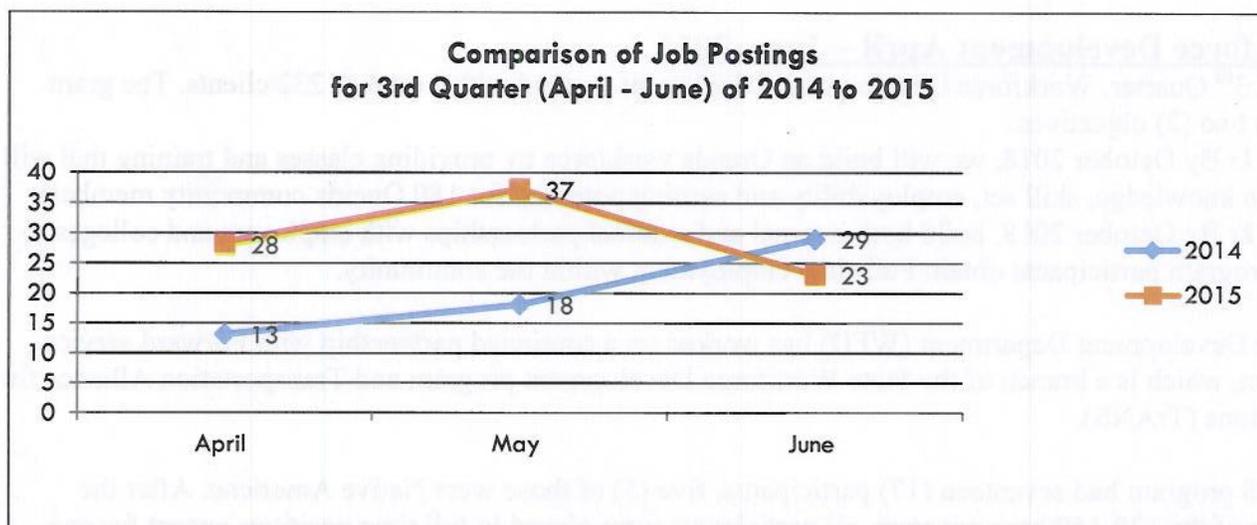
	April	May	June	TOTAL
Gaming	4	8	4	16
Comprehensive Health	1	2	13	16
Development	0	0	0	0
Land Management	0	0	0	0
Environmental, Health & Safety	0	0	0	0
Internal Services	0	0	3	3
Enterprise	1	2	2	5
Finance	0	0	0	0
Non-Divisional	6	4	5	15
Governmental Services	1	2	2	5
Total	13	18	29	60

Job Postings by Division for April, May and June 2015

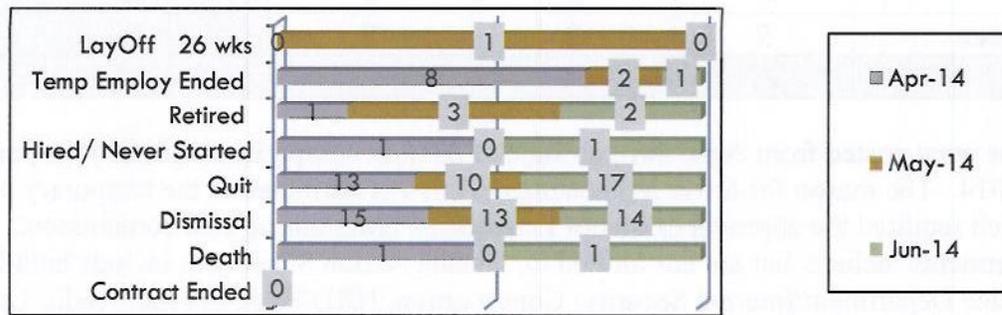
	April	May	June	TOTAL
Gaming	5	5	3	13
Comprehensive Health	8	7	3	18
Development	0	2	0	2
Land Management	0	1	1	2
Environmental Health & Safety	0	1	1	2
Internal Services	2	3	1	6

Enterprise	0	0	0	0
Finance	0	2	0	2
Non-Divisional	4	8	6	18
Governmental Services	9	8	8	25
Total	28	37	23	88

A total of 88 positions were posted from April through June of 2015 in comparison with 60 jobs posted during this same period in 2014. The reason for fewer job postings in 2014 is attributed to the temporary posting approval process which required the approval of Senior Leadership Team during cost containment. Non-Divisional departments include, but are not limited to, Oneida Nation Schools to include both Elementary and High School, Police Department/Internal Security/ Conservation, HRD/EAP, Internal Audit, Legislative Operating Committee, Business Committee, Law Office, Gaming Commission/ Surveillance, Judiciary/Appeals, and Trust and Enrollments, etc.



Reasons for Employee Separations April - June 2014



There were a total of 104 employee separations for the period of April through June 2014 in comparison to 102 employee separations for April – June 2015.

❖ Workforce Development April – June, 2015

During the 3rd Quarter, Workforce Development Department worked with a total of 232 clients. The grant project has two (2) objectives:

Objective 1: By October 2018, we will build an Oneida workforce by providing classes and training that will increase the knowledge, skill set, employability and earning potential for 180 Oneida community members

Objective 2: By October 2018, build both internal and external partnerships with employers and colleges to help 120 program participants obtain Full-time employment within the community.

Workforce Development Department (WFD) has worked on a continued partnership with Forward service Corporation, which is a branch of the State Workforce Development program and Transportation Alliance for New Solutions (TrANS).

The TrANS program had seventeen (17) participants, five (5) of those were Native American. After the completion of the 120-160 hour program, all participants were placed in full time positions except for one which chose to go on to school. This program has given these participants confidence and some building tools to start a career in the trades. Some of the instruction/certifications received were OSHA – 10, Flag Certification, CPR/AED & First Aid Certification, and blue print reading certification. The wages ranged from \$13-\$20 per hour, the average wage is \$17 per hour.

We have partnered with the following:

- Youth- At- Risk provide a job readiness for the youth, Youth Employment Success Solutions (YESS). This program provides seven (7) modules which prepare youth for job readiness. WFD has also met with the Oneida Nation HS on partnering this program there; the project has not been finalized. We have three (3) people who completed the YESS program.
- Fox Valley Technical College (FVTC) – CDL classes. This is class that will enable participants to acquire their CDL with a variety of endorsements. The training consists of 180 hours for 4 weeks, this entails 148 hours in a truck and 32 hours in the classroom, approximately 750 miles behind- the-wheel, at least 40 hours of backing. At the completion of this training the individual will be prepared to go with a road trainer. Currently we have 3 Oneida's that have completed the program and all are currently employed.
- College of Menominee (CMN) –WFD provided assistance for six (6) students.

- Bay Area Workforce Development Board – WFD partnered with them to provide Work Certified class for fifteen (15) students. Of the 15, twelve (12) completed the program.

WFD works with clients on resumes, mock interviews, filling out applications, assists in job placement searches, career assessments, and research job trends. WFD did soft-skills training for thirty (30) Student Interns on Friday mornings for six (6) weeks.

WFD continues to communicate the services offered by sending out flyers, posting flyers at various locations, recruiting internal/externally, and advertising in Kalihwisaks. We provide updates on our Workforce Development [Facebook page](#) on events as well as tips on various soft-skills employers who are interested in hiring. (Ctrl and click in link to open)

❖ Employee Insurances April - June, 2015

During the third quarter of FY15, the Employee Insurance Department posted and interviewed for an HR Assistant. The HR Assistant is expected to start in July 2015.

The Employee Insurance Department provides benefit administration and employee assistance for: medical, dental, vision, disability, retirement plans, voluntary benefits, flex spending, orientation, and workers compensation.

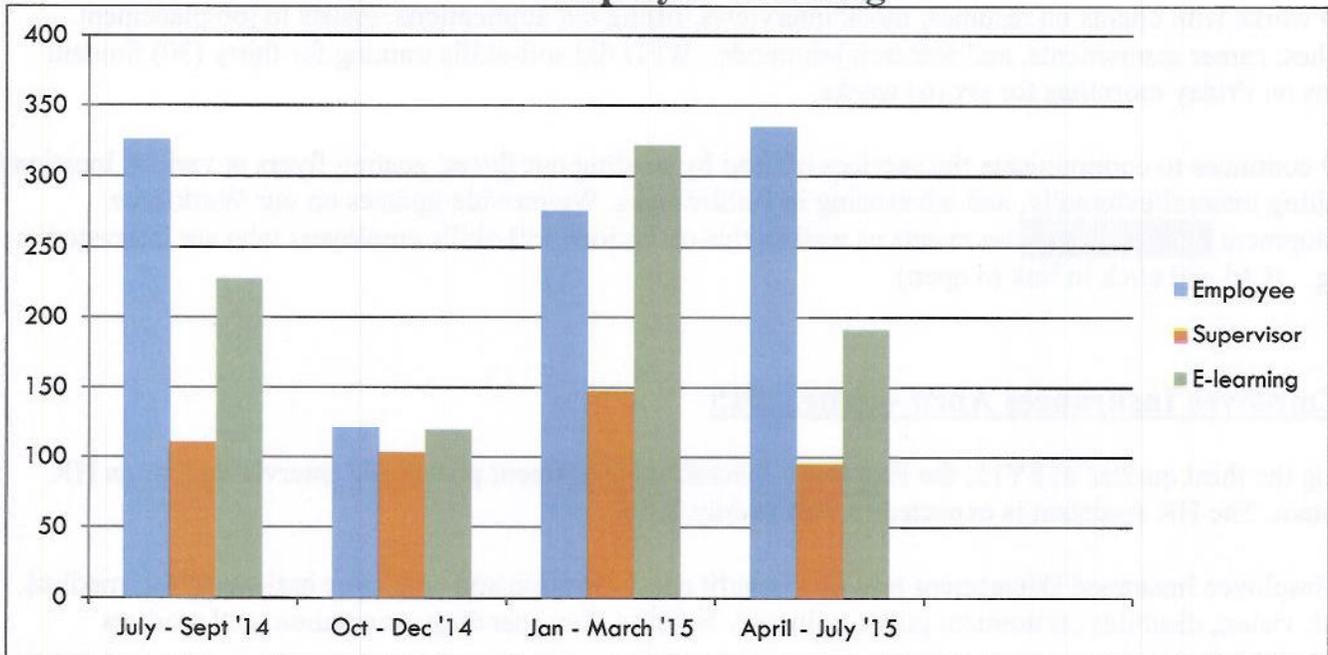
MONTHLY INSURANCE COUNT June 2015

Breakdown	Employee Count	COBRA count	Breakdown	Employee Count	COBRA count
401K	1,648		Medical – Single	821	1
LIF52	2,488		Medical - Limited Family	471	
Short Term Disability	2,100		Medical – Family	634	
Long Term Disability	2,086				
Delta Dental – Single	633	4	Vision - Single	742	4
Delta Dental-Limited Family	454		Vision - Limited Family	538	
Delta Dental - Family	630		Vision - Family	731	
Dental Associates – Single	125				
Dental Associates – Limited Family	86				
Dental Associates - Family	113				

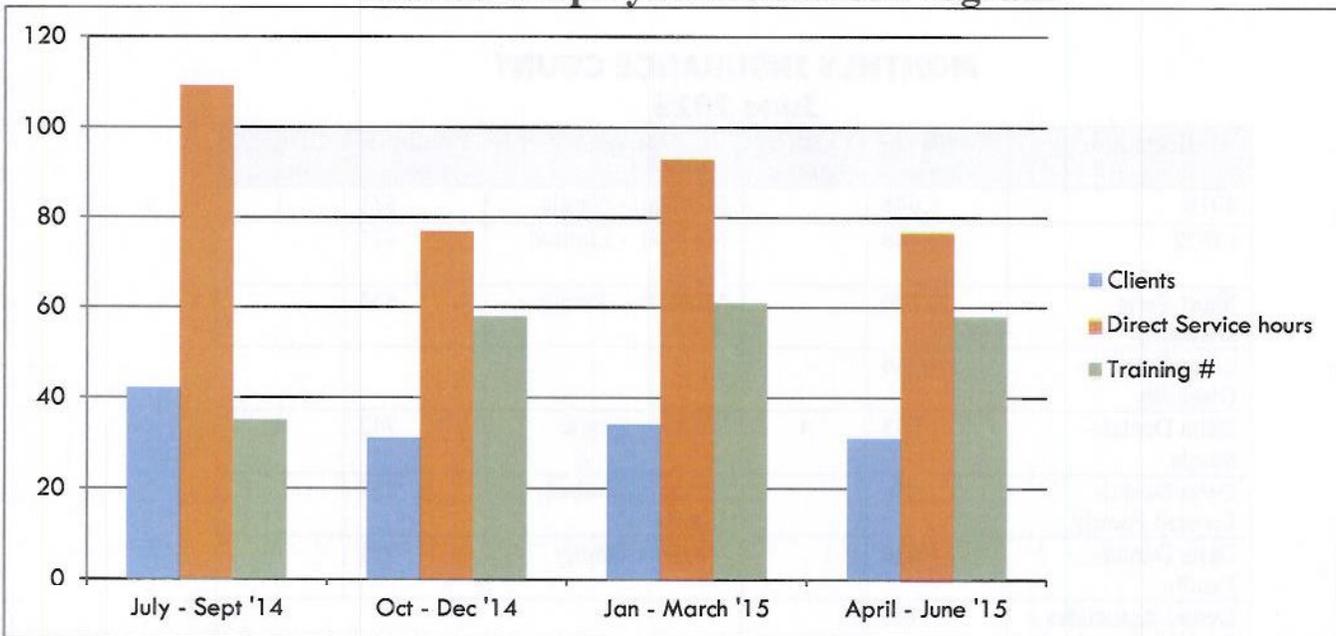
The Insurance team consists of: Christina Blue Bird, Kimberly Schultz, and Josh Cottrell

❖ Training & Development - April – June, 2015

Employee Training



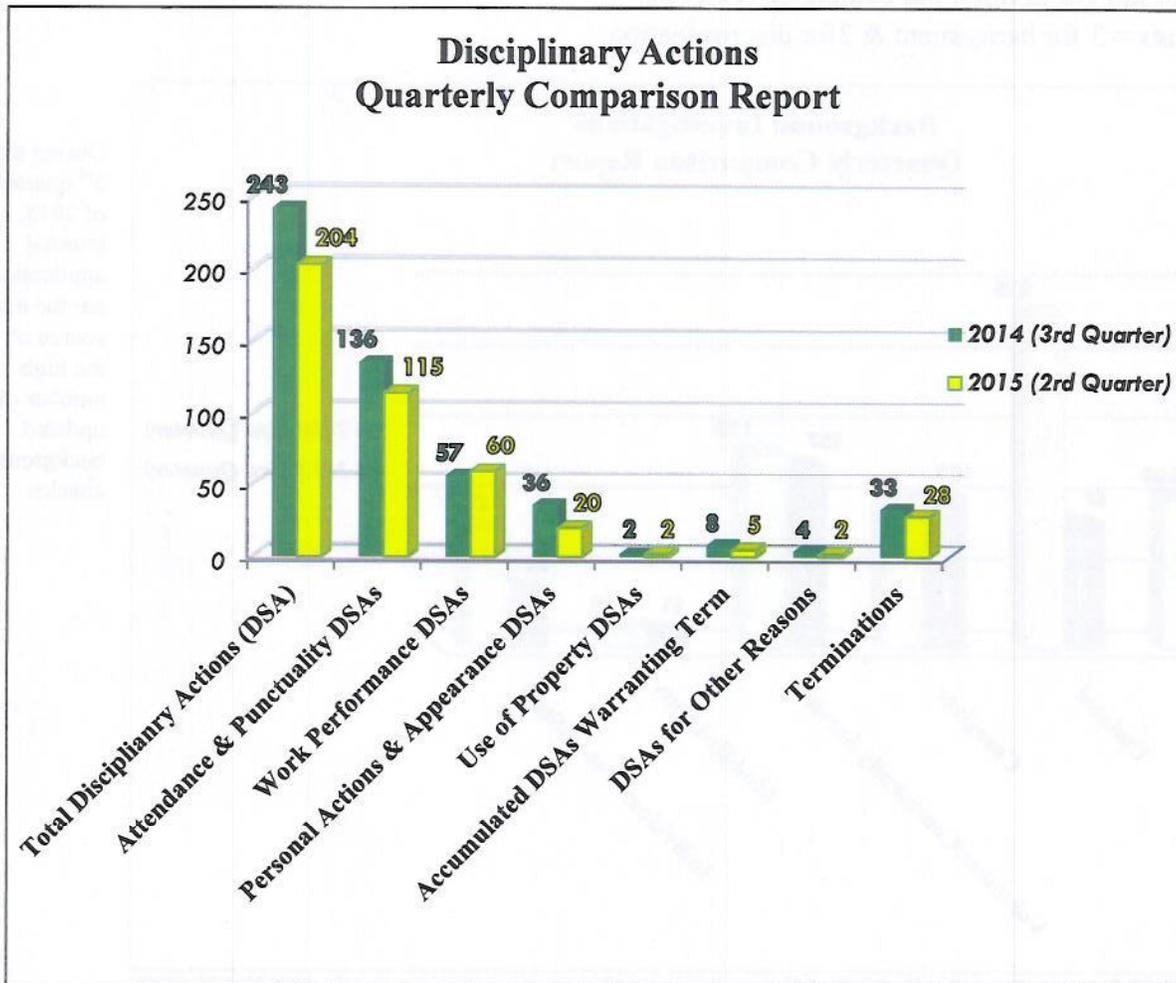
Oneida Employee Assistance Program



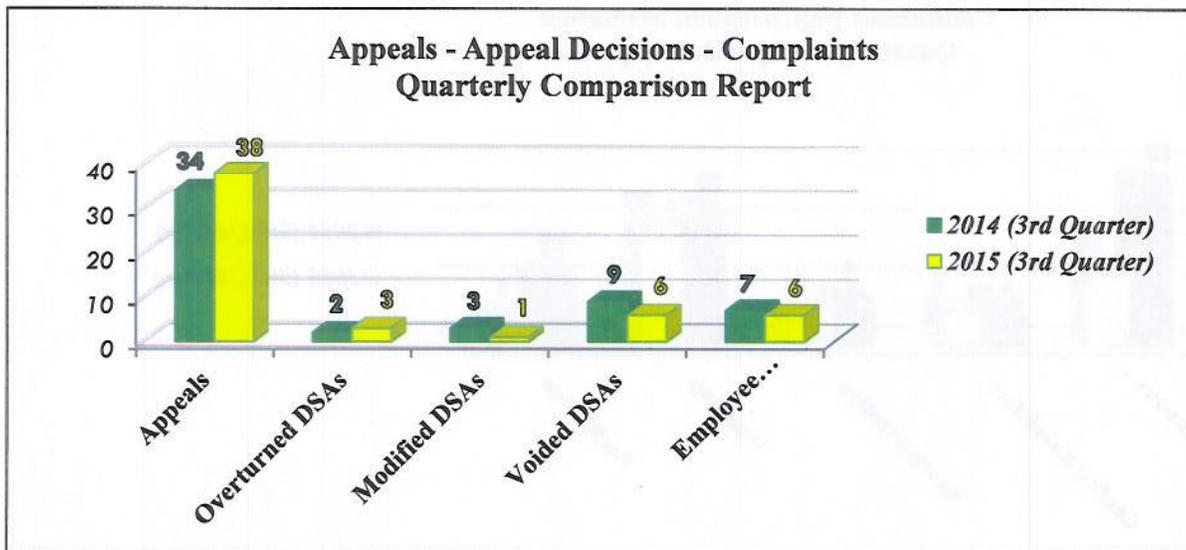
EAP Training includes: Book Clubs, Brown Bag lunch topics, Stress Management

*There were two Return to Work Agreements this quarter

❖ Equal Employment Opportunity (EEO) April – June, 2015



During the 3rd quarter of 2015, the 2 disciplinary actions issued to employees for reasons other than disciplinary reasons were as follows:
Loss of Gaming License = 2

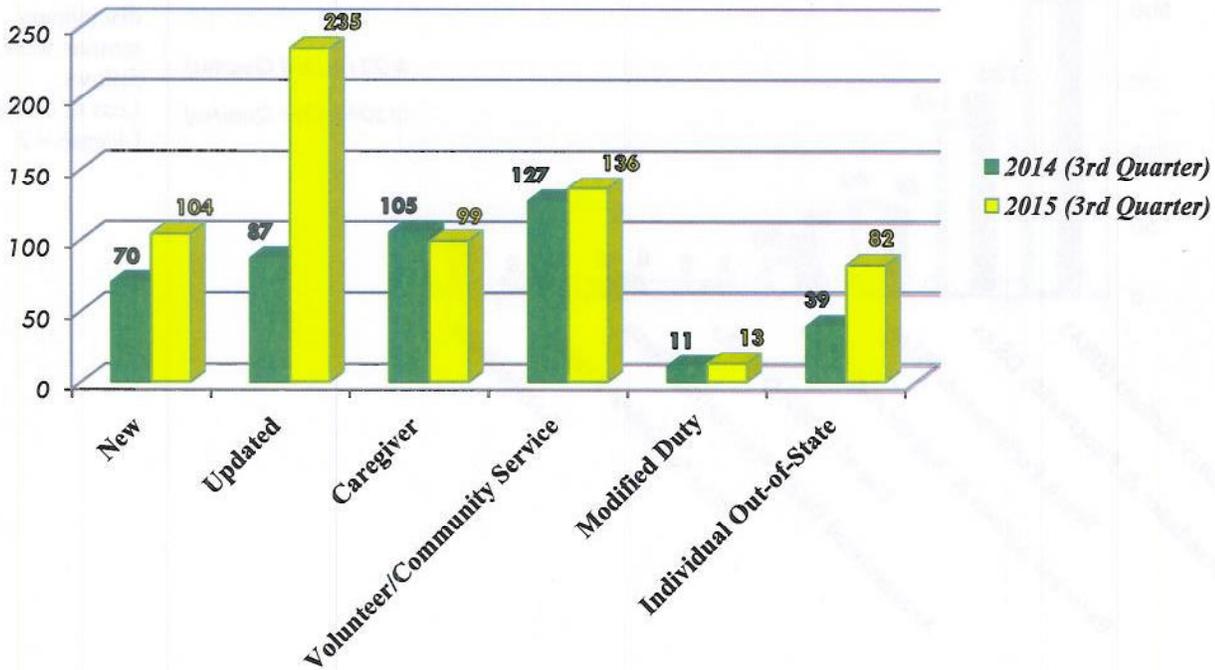


During the 4th quarter of 2015, there were 3 disciplinary actions overturned, 1 disciplinary action was modified, 6 disciplinary actions were voided, and 6 complaints were filed:

1. Overtured DSAs = 3 written warnings.

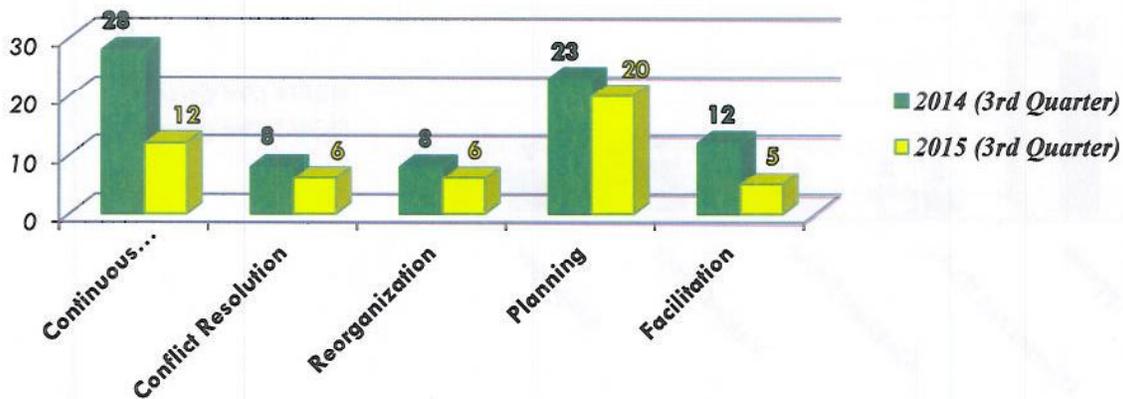
2. Modified DSAs = 1 written warning modified to a verbal.
3. Voided DSAs = 3 terminations & 3 written warnings. 4 were voided for being untimely and 2 were voided for not being filled out completely/correctly.
4. Complaints = 3 for harassment & 3 for discrimination.

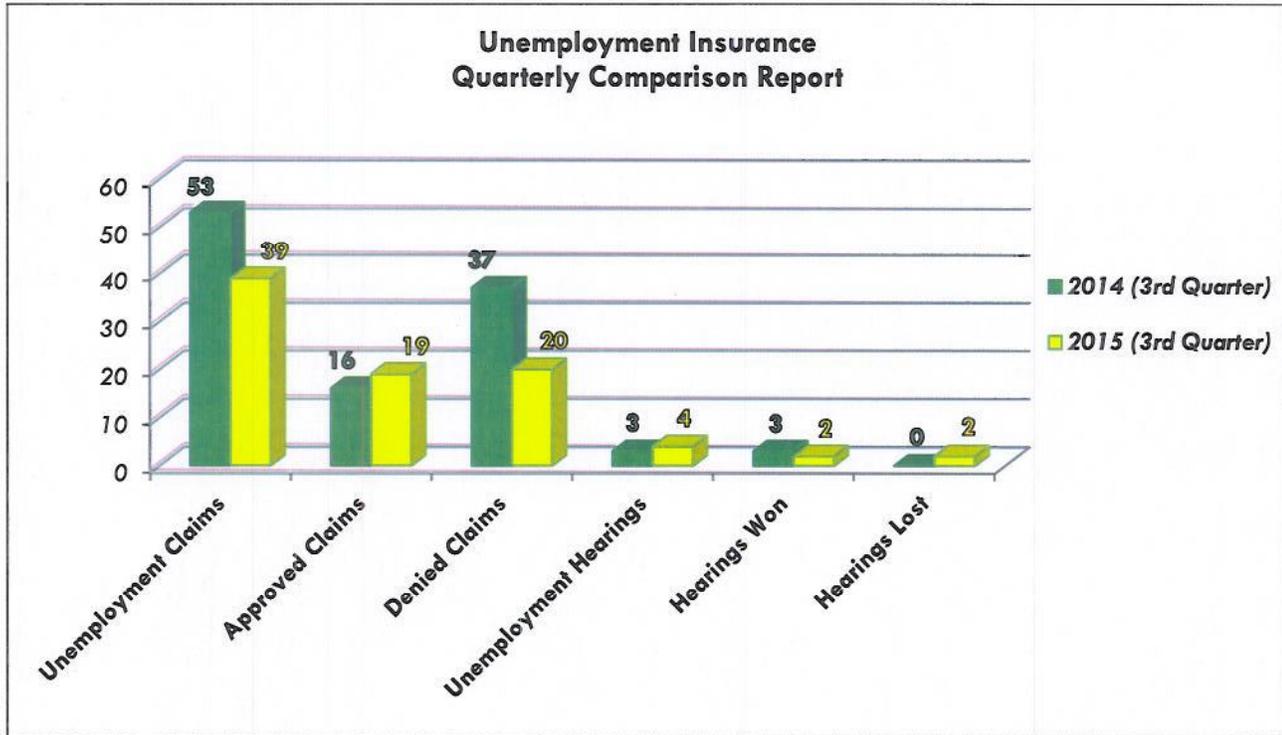
Background Investigations Quarterly Comparison Report



During the 3rd quarter of 2015, internal applications are the main source of the high number of updated background checks.

Continuous Improvement Mediation Quarterly Comparison Report





Oneida Business Committee Agenda Request

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

1. Meeting Date Requested: 08 / 12 / 15
~~07 / 22 / 15~~

2. General Information:

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

Agenda Header: Reports

Accept as Information only

Action - please describe:

Defer the Oneida Nation Arts Board FY '15 3rd quarter report to the next regular Business Committee meeting and request the Oneida Nation Arts Board liaison, Councilwoman Jennifer Webster, to continue in her efforts to follow-up with the Board.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Jennifer Webster, Council Member

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

TO: Oneida Business Committee
FROM: Jennifer Webster, Councilwoman
DATE: July 17, 2015

This correspondence is intended to provide an update on the status of the Oneida Nation Arts Board (Board) FY '15 3rd quarter report.

****Background****

At the July 8, 2015, regular Business Committee meeting, the FY '15 3rd quarter report (report) from the Board was due, but not submitted. I was directed to follow up with the Board.

I've attempted to contact Nic Reynolds and Pat Moore, members of the Board, but have received no response. To date, the report has not been submitted.

Due to this being a "non-stipend" board, I'm requesting deferral. I will also continue in my follow up efforts with the Board.

****Requested Action****

Defer the Oneida Nation Arts Board FY '15 3rd quarter report to the next regular Business Committee meeting and request the Oneida Nation Arts Board liaison, Councilwoman Jennifer Webster, to continue in her efforts to follow-up with the Board.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~07~~ / ~~22~~ / ~~15~~ ^{08 / 12 / 15}

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

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:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

3rd Quarterly Report FY 2015, submitted by the Oneida Personnel Commission. Needs Business Committee acceptance.

- 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 PERSONNEL COMMISSION
 FY 2015 Quarterly Report Third Quarter
 April, May and June 2015
 Submitted by: Yvonne Jourdan

NAMES

Officers: Yvonne Jourdan, Chairperson
 Dorothy Skenandore, Vice-Chairperson
 Kevin Shilka, Treasurer
 Rochelle Powless, Secretary

Members: Arlene Danforth
 Clifford Danforth
 Julie Clark
 Sandra Dennett
 Eric Krawczyk
 Pearl Webster

Carol Smith
 Gary Smith
 Patricia Denny
 Sharon Alvarez


MINUTES

All approved minutes have been submitted to the Office of the Tribal Secretary.

April 14, 2015	Regular Meeting	(Approved)
May 12, 2015	Regular Meeting	(Approved)
June 9, 2015	Regular Meeting	(Approved)

FINANCIAL

See attached R&E statements for the months of April, May and June 2015. (June R & E's have not been received from Accounting at the time of this submission.)

SPECIAL EVENTS AND TRAVEL

No out-of-state travel/training occurred during this quarter.

LOCAL TRAINING

Training for the third quarter of this fiscal year included standard initial reviews, grievance hearings, and grievance decisions training which took place in October, November and December.

ACTIVITY REPORT**Oneida Personnel Commission**

Activity	April	May	June	Totals
Pre-Screens	24	29	28	81
Interviews	22	23	25	70
Reassignments	4	8	6	18
Initial Reviews	4	1	3	8
Grievances	4	4	0	8
Deliberations	1	2	1	4

Decision Writing	2	2	1	5
Motion Decisions	3	2	2	7
Regular Meetings	1	1	1	3
Special Meetings	0	0	0	0
Training*	5	4	0	9
Non-Gaming Employees with an advocate	0	1	0	1
Non-Gaming Employees without an advocate	0	0	0	0
Gaming Employees with an advocate	2	1	0	3
Gaming Employees without an advocate	0	1	0	1
Non-Gaming Management with an advocate	0	0	0	0
Non-Gaming Management without an advocate	0	1	0	1
Gaming Management with an advocate	2	2	0	4
Gaming Management without an advocate	0	0	0	0

Training could mean attending out-of-state, local training, or in-house training. New commissioners are mentored by existing commissioners during Initial Reviews, Grievance Hearings, Decision Writing, Hearing Officer Responsibilities, and Motion Decisions. This type of involvement is also considered training.

PERSONAL COMMENTS - Yvonne Jourdan, Chairperson - OPC

The Oneida Personnel Commission welcomes two newly appointed commissioners, Patricia Denny and Sharon Alvarez. We are confident that they both bring their experience and knowledge working within the Oneida Nation employment base.

The Oneida Personnel Commission is currently utilizing our a new training plan which was approved. This training affords a concise, a comprehensive schedule pulling from all available resources within the Tribe.

The Oneida Personnel Commission is also pursuing its appeal with the Oneida Judiciary System in its efforts to address internal posting concerns. The OPC has filed a brief for a Declaratory Ruling in order to understand how these matters should be interpreted. This

case is still pending and the Oneida Personnel Commission recently received notice from the Oneida Judiciary that they will need an extension until July 17, 2015. This case was filed with the Oneida Appeals Commission in May 2014, this process with the induction of the new judiciary has taken over one year to get through the process.

The Oneida Personnel Commission has consistently made inquiries into representation for supervisors and managers during the OPC hearing process. At one time, the effort was to make sure employees had representation, now that concern has flipped. Oftentimes, managers, as respondents, appear before the commission without representation. A request was made to both the Oneida Law Office and our liaison. A deadline date for response from the Oneida Law Office was given for the end of January. To date, we have received no response. The Personnel Commission relies on the Oneida Nation's Personnel Policy and Procedure Manual, which is not silent on this issue. Section V.D.6.5) states very clearly “. . .The respondent and/or area manager who is party to the grievance action shall have access to an advocate for consultation and/or representation. . .”

The Oneida Personnel Commission had inquired with the Oneida Law Office, specifically, Chief Council about training pertaining to the Oneida Judiciary's Rules of Civil Procedures in late October 2014. At that time, Chief Council recommended that the Judicial Judges Beans and Hill provide that training, due to possible conflicts of interest with the Oneida Law Office. In November 2014, a second request was made, contact from the Oneida Law Office was made to the Judiciary, inquiring about that specific training. This Commission is pursuing that training with the Judiciary.

The Oneida Personnel Commission is currently working with Jacque Boyle to determine yet our space and permanent physical location. Although our office was temporarily located from the NHC to the OLC for what was to be a six month period, six years have transpired and we are currently faced with yet another situation that creates a transient environment. Administrative staff of the OPC is working with appropriate internal departmental staff to identify a more permanent location that is conducive to the work done by the OPC.

GOALS AND OBJECTIVES – FY2015

- | | |
|--|-------------------|
| 1. Personnel Commission By-Laws | REVIEWING |
| 2. Training Manual | IN PROGRESS |
| 3. Updating Qualifications for Commissioners | IN PROGRESS |
| 3. Interdepartmental Relationships | NEEDS IMPROVEMENT |
| 4. Updating Personnel Commission SOP's | IN PROGRESS |

OBJECTIVE STATEMENT – FY 2015

1. Optimize organizational efficiency and effectiveness
2. Learning and growth perspective
3. Owner/customer/stakeholder perspective

MEETING REQUIREMENTS

Oneida Personnel Commission By-Laws, Article III. Meetings.

3-1 *Regular Meetings.* The OPC officers shall establish a schedule of regular meetings for the upcoming year beginning in November. Notice of meeting location, agenda and materials shall be forwarded by the Chairperson with the assistance of the Administrator. Robert's Rules of Order shall be used as a guideline for conducting meetings.

3-2 *Special Meetings.* Special meetings shall be called not less than three (3) days prior to the date of the special meeting.

3-3. *Emergency meetings.* Emergency meetings shall be scheduled as needed and provide details of the emergency.

3-4 *Legislative Sessions.* When considering revisions or suggestions to the OPC regarding the labor laws of the Tribe, a Legislative Session may be scheduled to devote a focused exclusive convened working meeting of the OPC to specifically address amendment or revision of existing or proposed labor laws of the Tribe. An internal OPC SOP may be drafted governing the procedures to be followed in implementing such Legislative Session.

3-5 *Quorum.* A quorum shall consist of a majority of the OPC members. In the absence of the Chairperson and the Vice-Chairperson, the members present at the meeting shall elect a Chairperson *Pro Tem* to preside over the meeting.

FOLLOW-UP

- Amendment of OPC by-laws to incorporate approved commissioner qualifications.
- Follow up and tracking of training to be provided by judges of the Oneida Judiciary
- Tracking of status of Declaratory Ruling filed with the Oneida Judiciary

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
APRIL 14, 2015 – NOON
East Wing Conference Room

Mission Statement

To develop an employment system that is orderly and fair and one that will benefit the individual worker and strengthen Tribal Programs and Tribal Government.

A. Call to Order: Attendance (11:59p.m.) Gate Keeper: None
Susan Daniels, Chairwoman, called the meeting to order at 11:59p.m.

B. Approval of Agenda (5 minutes)
Susan Daniels Chairwoman
Yvonne Jourdan Vice Chairwoman
Rochelle A. Powless Secretary
Clifford Danforth Member
Julie Clark Member
Carol Smith Member
Sandra Dennett Member
Dorothy A. Skenandore Member
Pearl Webster Member
Gary Smith Member

EXCUSED:
Kevin Shilka Member
Eric Krawczyk Member
Arlene Danforth Member

OTHERS:
Gina Buenrostro Administrator
Bridget Cornelius Executive Assistant
Lisa Summers OBC Liaison

MOTION: Gary Smith motioned to approve the attendance.
SECOND: Dorothy A. Skenandore seconded the motion.
MOTION CARRIED

AGENDA

MOTION: Sandra Dennett motioned to approve the agenda with additions: Delete F.d. Sandy Dennett Resignation from the agenda. Add under New Business, F.d. Vacation – Julie Clark May 8-18, 2015, and Vacation – Gary Smith, May 11-15, 2015.
SECOND: Julie Clark seconded the motion.
MOTION CARRIED

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
 APRIL 14, 2015 – NOON
 East Wing Conference Room

**C. Review\Approval of Minutes: March 10, 2015 - OPC Regular Meeting
 (Gina Buenrostro 10 minutes)**

MOTION: Carol Smith motioned to approve the March 10, 2015 OPC Regular Meeting Minutes

SECOND: Yvonne Jourdan seconded the motion.

MOTION CARRIED

OBC Liaison, Lisa Summers will appear FIRST ON THE AGENDA by consensus of the Oneida Personnel Commission.

- The OBC requests that the Lawyer Retainer language be redone. Total paid up front, billed towards dollars up front. How do we recover left over amount? Billed and paid as finished. The OBC wants the contract to be clear about language and the process of Retainer not to exceed \$42,000.00
- Employment Law Draft submitted and proceeding. Lisa Summers asked for an overview of draft to be published.
- Space and Furniture – Lisa Summers followed up with Jackie. The OPC must go to the Facilities Manager. Ms. Summers is not sure how to address the Furniture question to work in a good faith effort.
- The third floor of NHC has furniture for OPC. It is being used by CFO and his assistant in the third floor wing. Furniture has not been taken care of. The Police Commission owns the tables in the OPC Conference Room that we are borrowing from OPD.
- The Appeals Commission deserted furniture. It is uncertain how to gain access to the furniture. There has been water damage in the building. Not sure who to contact for responsibility for taking care of the furniture in the Appeals Plaza Area, or the NHC MIS (3rd Floor) Area.
- Options for furniture – Tour to see what is available. Hearings and meetings – space in both areas. Jackie says there is no space available other than that.
- Facilities Management – Care for furniture?
- Ridgeview Plaza – What are future plans of this building?
- Budget Concerns – Most questions answered through Budget Core Team. Can sit with OPC Budget Strategies and how we are moving forward. Trish King and Brian Doxtator work with a 3 year Forecast on the Budget. Fit in 4 Strategic Areas\then you are cut out. 5 Budget Meetings-Kickoff\No other invitations. Ralinda Ninham (name) sends notices to OPC.
- Budget Core Team – Trish King and Brian Doxtator (plus sub-teams) can make presentation of current information. Current Program access. Intent overall procedure to see\understand what departments do\who are our customers? Who do they service? Not once did we say we would cut anyone out.
- Clarification on Wheelock Decision? Day to Day Decision. Read. No input to OBC. Supervisory responsibilities to fulfill\Annual Evaluations\Vacation Requests. Necessary responsibilities to be carried out I department. 1982 Legal Opinions for the OBC. Doesn't usurp OBC authority to act as a Supervisor.

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
 APRIL 14, 2015 – NOON
 East Wing Conference Room

- The OBC is taking that approach until Reorganization (working on later at the end of this month).
- Judiciary Standpoint – OPC needs to follow Judiciary Standpoint. OBC will act as Supervisor. OPC obligated to comply by Judiciary Clarification or Interpretation.
- Comply with order interpretation of Resolution Plan B\GTC outlines Supervisory Decision.
- In Judiciary Law – ask for clarification on Wheelock Case. Set by Appeals Decision that states the OBC cannot act in a Supervisory Position.
- OPC is standing on decision in order to make proactive decisions to clarify future issues in coming hearings.
- How does the Appeals Decision effect day to day responsibilities\decisions from 1982? The Law Office is talking about this issue. They didn't actually make a decision. The OBC has supervisory responsibilities. Who oversees top leaders in our organization. Clear cut responsibilities as a Supervisor?
- The OBC's responsibility does not affect lower departments. Entrance rules. Perspective is based on outcomes. The OBC has supervisory responsibilities and does not direct the staff. The OBC acts in an oversight role over the Area Manager.
- Advocacy for Managers and Supervisors – Non Gaming Departments. The Law Office believes that Supervisors\Managers should be able to tell the OPC why they made their decisions. They should have enough knowledge to get through the OPC Hearings.
- Issue is that the OBC\LOC Attorney had advocates from the Law Office. Has this been since August? Yes, this has been since August.
- Scope of the issue went beyond having an Attorney. The Area Manager didn't use the Blue Book. Manager could not answer questions of the OPC. An Advocate would need to answer or inform the manager\supervisor of terms and language used during an OPC Hearing. Supervisors\Managers need to have advocates when they come to OPC Hearings.
- Ms. Summers offered that there is training offered by the tribe when coming before the OPC Hearings. There is no training offered by the tribe when coming before the OPC Hearings. Cases were lost because they didn't know the Hearing Processes. Supervisors\Managers don't know these kinds of responsibilities they need to do in hearings. They need more information. They don't have money to get an Advocate or Resources. Resource Center turned down cases. Dorothy A. Skenandore used to take cases for free.
- Lisa Summers said this was good feedback. Supervisors\Managers don't have a component to have training before they get to the OPC Level. This information can be included in the Reorganization Process and can be incorporated.
- Recertification Process for an Advocate to be licensed. Training needs to be done for these Advocates.

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
APRIL 14, 2015 – NOON
East Wing Conference Room

- Wheelock Case – Needs to figure out how to proceed. Considered the matter done with. Making an effort to proceed in the best way possible.
- Suggestions: OBC is open to recommendations to solve the problem. Lisa Summers recommended getting an opinion from the Law Office for the Wheelock Case.

Tabled Business (4)

1. **Interview Concerns-Indian Preference (Kevin Shilka and Pearl Webster) (15 Minutes)**
Excerpt from the March 10, 2015, OPC Meeting
“Sandy Dennett motioned to TABLE. Commissioners must read report handed out at today’s meeting, and bring back recommendations on the Interview Concerns for Indian Preference at the next regular meeting, April 14, 2015.
Second: Gary Smith
Motion Carried”
(REMAINED TABLED UNTIL MAY 12, 2015 OPC REGULAR MEETING)
2. **Revision of the Complaint Process (due on the April 14, 2015 agenda-Gina Buenrostro)**
MOTION: Sandra Dennett motioned to remove Revision of the Complaint Process & due on the April 14, 2015 Agenda-Gina Buenrostro-10 minutes)
SECOND: Carol Smith seconded the motion.
MOTION CARRIED

D. Old Business (4)

1. **Proposed Amendments to the OPC By-Laws and Qualifications for Oneida Personnel Commissioners (Oneida Personnel Commission and Susan Daniels-20 minutes)**
2. **Update on Declaratory Ruling (Entire Commission-5 minutes)**
Nothing Has Been Received To Date.

E. New Business (4)

1. **Scheduling Initial Reviews, Grievances, Reassignments and Housekeeping- (Gina Buenrostro 10 minutes)**

EXECUTIVE SESSION IN

- MOTION:** Rochelle A. Powless motioned to go into EXECUTIVE SESSION at 1:43p.m.
SECOND: Gary Smith seconded the motion.
MOTION CARRIED

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
APRIL 14, 2015 – NOON
East Wing Conference Room

EXECUTIVE SESSION OUT

MOTION: Julie Clark motioned to come out of EXECUTIVE SESSION at 1:45p.m.

SECOND: Rochelle A. Powless seconded the motion.

MOTION CARRIED

- a. Space Issues
- b. Meeting with OBC Liaison-Lisa Summers (see attachment)
- c. SOP-Comprehensive Health Division Hiring Process & meeting Minutes (Draft) & Letter.

MOTION: Dorothy A. Skenandore motioned for Pearl Webster and Sandy Dennett to rewrite letter pursuant to Comprehensive Health Division Hiring Process Draft Standard Operating Procedures. Deadline of April 20, 2015.

SECOND: Carol Smith seconded the motion.

MOTION CARRIED

MOTION: Gary Smith motioned to invite Don White to talk about Peace Keeping.

SECOND: Sandra Dennett seconded the motion.

MOTION CARRIED

- d. Commissioner Resignation – REMOVED FROM THE AGENDA
- e. Attorney Sweeney's Contract-Update.

(1:25-1:32p.m. BREAK)

2. Chapter 154 Rules of Appellate Procedure (Entire Commission-20 minutes)

MOTION: Rochelle A. Powless motioned to TABLE until May 12, 2015 OPC Regular Meeting.

SECOND: Julie Clark seconded the motion.

MOTION CARRIED

3. Financial Report-February, 2015 (Entire Commission-5 minutes)

MOTION: Julie Clark motioned to TABLE until May 12, 2015 OPC Regular Meeting.

SECOND: Dorothy A. Skenandore seconded the motion.

MOTION CARRIED

4. Activity Report and Training Log for March , 2015 (Gina Buenrostro and Bridget Cornelius-10 minutes)

MOTION: Gary Smith motioned to approve the Activity Report and Training Log for March, 2015.

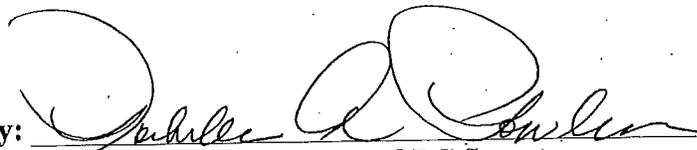
SECOND: Carol Smith seconded the motion.

MOTION CARRIED

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
APRIL 14, 2015 – NOON
East Wing Conference Room

- F. Correspondence: Primarily distributed into PC members mail boxes
- G. Standing and Special Committee Reports
 - 1. FY Budget Planning-Chairperson, Treasurer, Administrator
 - 2. Quarterly Reports due to the OBC – Due 2nd Wednesday of the Month in January, April, July, and October.
 - 3. Semi-Annual and Annual Report to GTC-Due October and April
- H. OTHER:
 - 1. Next Regular Meeting – May 12, 2015 at Noon.
 - 2. Pot Luck-Person In Charge: Yvonne Jourdan
- I. ADJOURNMENT
 - MOTION: Clifford Danforth motioned to adjourn at 2:25p.m.
 - SECOND: Julie Clark seconded the motion.
 - MOTION CARRIED

Respectfully Submitted by:



Rochelle A. Powless, OPC Secretary

Approved/Revised: MAY 12, 2015 OPC REGULAR MEETING

Submitted by: Yvonne Jourdan, Chairperson

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
MAY 12, 2015 – NOON
East Wing Conference Room

Mission Statement

To develop an employment system that is orderly and fair and one that will benefit the individual worker and strengthen Tribal Programs and Tribal Government.

A. Call to Order: Attendance (12:00p.m.) Gate Keeper: Kevin Shilka
Yvonne Jourdan, Chairwoman, called the meeting to order at 12:00p.m.

B. Approval of Agenda (5 minutes)

Yvonne Jourdan	Chairwoman
Rochelle A. Powless	Secretary
Clifford Danforth	Member
Carol Smith	Member
Dorothy A. Skenandore	Member
Pearl Webster	Member
Kevin Shilka	Member
Arlene Danforth	Member

EXCUSED:

Julie Clark	Member
Eric Krawczyk	Member
Gary Smith	Member
Sandra Dennett	Member

OTHERS:

Gina Buenrostro	Administrator
Bridget Cornelius	Executive Assistant
Don White	Governmental Services Division Director

MOTION: Carol Smith motioned to approve the attendance.

SECOND: Dorothy A. Skenandore seconded the motion.

MOTION CARRIED

AGENDA

MOTION: Clifford Danforth motioned to approve the agenda with additions: Add Under

F. NEW BUSINESS,

- d. Scheduling Appointments
- e. Training for End of Month
- f. Susan Daniels Exit Letter – 04/29/15
- g. Pearl Webster Letter – Hiring SOP’s – 04/07/15

SECOND: Kevin Shilka seconded the motion.

MOTION CARRIED

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
MAY 12, 2015 – NOON
East Wing Conference Room

MOTION: Arlene Danforth motioned to move Don White, Governmental Services Division Director to first on the agenda.

SECOND: Carol Smith seconded the motion.

MOTION CARRIED

**C. Review\Approval of Minutes: April 14, 2015 - OPC Regular Meeting
(Gina Buenrostro 10 minutes)**

MOTION: Clifford Danforth motioned to approve the April 14, 2015 OPC Regular Meeting Minutes

SECOND: Dorothy Skenandore seconded the motion.

ABSTENIONS: Kevin Shilka and Arlene Danforth

MOTION CARRIED

DON WHITE, GOVERNMENTAL SERVICES DIVISION DIRECTOR will appear FIRST ON THE AGENDA by consensus of the Oneida Personnel Commission.

- The Judiciary is letting go of the Peace Making Service.
- Peace Making gets the employees to come together to resolve their problems
- Resolution benefits the Oneida Tribe's Customers
- Requesting the OPC to adopt the Peace Making Services
- There are 6 Dimensions of Wellness Model .
- 1) Occupational Wellness focuses on the integration of various components of the wellness framework into planning for a healthy future, such as career, family and future wellness. It develops the understanding that decisions and values may change as new information and experiences are attained.
- 2) Physical Wellness encourages regular physical activities, proper nutrition and health care, such as exercise or sports, and personal hygiene. This type of physical activity discourages dependence on tobacco, alcohol and other drugs (prescription or street).
- 3) Social Wellness involves developing friendships, healthy sexual behaviors, the ability to interact comfortably with others and generally works for harmony in personal and community environments.
- 4) Intellectual Wellness is the strong desire to learn from challenges and experiences. It encourages ongoing intellectual growth, and creative yet stimulating mental activities which provide the foundation to discover, process, and evaluate information.
- 5) Spiritual Wellness is the willingness to seek meaning and purpose in human existence; being open to diverse multi-cultural beliefs and backgrounds. Being spiritually sound enables one to seek out the perfect harmony between that, which lies within one's own spirit as well as with outside forces that coexist.
- 6) Emotional Wellness is having the ability to acknowledge and accept a wide range of feelings in oneself as well as in others. It is being able to freely express and manage one's own feelings to develop positive self-esteem in

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
MAY 12, 2015 – NOON
East Wing Conference Room

order to arrive at personal decisions based upon the integration of one's attitudes and behaviors. By applying the model, a person becomes aware of interconnectedness of each dimension and how they contribute to healthy living.

MOTION: Pearl Webster motioned for the Yvonne Jourdan, OPC Chairwoman, to write a letter supporting the concept of Peace Making as an option through the tribe to be sent to Don White, Governmental Services Division Director, by Friday, May 15, 2015.

SECOND: Arlene Danforth seconded the motion.

MOTION CARRIED

Tabled Business (3)

1. Interview Concerns-Indian Preference (Kevin Shilka and Pearl Webster)
(15 Minutes)

Excerpt from the March 10, 2015, OPC Meeting

"Sandy Dennett motioned to TABLE. Commissioners must read report handed out at today's meeting, and bring back recommendations on the Interview Concerns for Indian Preference at the next regular meeting, April 14, 2015.

Second: Gary Smith

Motion Carried"

MOTION: Dorothy A. Skenandore motioned to remove Excerpt from March 10, 2015 OPC Meeting, Interview Concerns for Indian Preference.

SECOND: Rochelle A. Powless seconded the motion.

MOTION CARRIED

2. Chapter 154 Rules of Appellate Procedure (Entire Commission – 20 minutes)

MOTION: Rochelle A. Powless motioned to take Chapter 154 Rules of Appellate Procedure from the TABLE.

SECOND: Pearl Webster seconded the motion.

MOTION CARRIED

MOTION: Dorothy A. Skenandore motioned to place Chapter 154 Rules of Appellate Procedure back on the TABLE.

SECOND: Carol Smith seconded the motion.

MOTION CARRIED

3. Financial Report, February, 2015 (Entire Commission – 5 minutes)
(REMAINED TABLED UNTIL JUNE 9, 2015 OPC REGULAR MEETING)

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
MAY 12, 2015 – NOON
East Wing Conference Room

F. Old Business (2)

1. Proposed Amendments to the OPC By-Laws and Qualifications for Oneida Personnel Commissioners (Oneida Personnel Commission and Susan Daniels-20 minutes)
2. Update on Declaratory Ruling (Entire Commission-5 minutes)
Nothing Has Been Received To Date.

G. New Business (5)

1. Scheduling Initial Reviews, Grievances, Reassignments and Housekeeping- (Gina Buenrostro 10 minutes)

EXECUTIVE SESSION IN

MOTION: Dorothy A. Skenandore motioned to go into EXECUTIVE SESSION at 2:02 p.m.

SECOND: Clifford Danforth seconded the motion.

MOTION CARRIED

EXECUTIVE SESSION OUT

MOTION: Carol Smith motioned to come out of EXECUTIVE SESSION at 2:07p.m.

SECOND: Rochelle A. Powless seconded the motion.

MOTION CARRIED

(2:08p.m. – 2:15p.m. BREAK)

- a. SOP-Comprehensive Health Division Hiring Process and Meeting Minutes (Draft) and letter.
- b. Attorney Sweeney's Contract-Update – Gina Buenrostro
- c. Appoint Chairperson and Vice Chairperson

MOTION: Carol Smith motioned to appoint Yvonne Jourdan as OPC Chairperson.

SECOND: Dorothy A. Skenandore seconded the motion.

MOTION CARRIED

MOTION: Rochelle A. Powless motioned to appoint Dorothy A. Skenandore as OPC Vice Chairperson.

SECOND: Kevin Shilka seconded the motion.

MOTION CARRIED

- d. Scheduling Appointments

MOTION: Arlene Danforth motioned for Yvonne Jourdan, OPC Chairperson, to remind HRD that OPC Members are not available on the second Tuesday of the Month due to OPC REGULAR MEETINGS .

SECOND: Dorothy A. Skenandore seconded the motion.

MOTION CARRIED

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
MAY 12, 2015 – NOON
East Wing Conference Room

e. Training – End of Month

MOTION: Kevin Shilka motioned for Training Times to be 11:00a.m.- 1:00p.m. on the fourth Tuesday of the month.

SECOND: Arlene Danforth seconded the motion.

MOTION CARRIED

f. Susan Daniels Exit Letter (04/29/15) – CORRECTION NOTED

An OPC Initial Review Panel will be called and they determine what will become of the complaint or refer somewhere else. OPC Staff does not refer complaints from employees to other departments.

2. Peace Making proposed by Don White, Governmental Services Division Director
(MOVED TO FIRST ON THE AGENDA)

3. Financial Report-March, 2015 (Entire Commission-5 minutes)

MOTION: Arlene Danforth motioned to TABLE until JUNE 9, 2015 OPC Regular Meeting.

SECOND: Pearl Webster seconded the motion.

MOTION CARRIED

4. Activity Report and Training Log for April, 2015 (Gina Buenrostro and Bridget Cornelius-10 minutes)

MOTION: Arlene Danforth motioned to approve the Activity Report and Training Log for April, 2015.

SECOND: Carol Smith seconded the motion.

MOTION CARRIED

5. Retroactive Approval of 2nd Quarterly Report (Entire Commission)

MOTION: Rochelle A. Powless motioned Retroactive Approval of 2nd Quarterly Report.

SECOND: Kevin Shilka seconded the motion.

MOTION CARRIED

D. Correspondence: Primarily distributed into PC members mail boxes

E. Standing and Special Committee Reports

1. **FY Budget Planning-Chairperson, Treasurer, Administrator**

2. **Quarterly Reports due to the OBC – Due 2nd Wednesday of the Month in January, April, July, and October.**

3. **Semi-Annual and Annual Report to GTC-Due October and April**

F. OTHER:

1. **Next Regular Meeting – JUNE 9, 2015 at NOON.**

2. **Pot Luck-Person In Charge: ERIC KRAWCZYK**

ONEIDA PERSONNEL COMMISSION REGULAR MEETING MINUTES
MAY 12, 2015 – NOON
East Wing Conference Room

G. ADJOURNMENT

MOTION: Carol Smith motioned to adjourn at 2:30p.m.

SECOND: Kevin Shilka seconded the motion.

MOTION CARRIED

Respectfully Submitted by:


ROCHELLE A. POWLESS, OPC SECRETARY

Approved/Revised: JUNE 9, 2015 OPC REGULAR MEETING

Submitted by: YVONNE JOURDAN, CHAIRPERSON

ONEIDA PERSONNEL COMMISSION REGULAR MEETING
JUNE 9, 2015
EAST WING CONFERENCE ROOM

Mission Statement

To develop an employment system that is orderly and fair and one that will benefit the individual workers and strengthen Tribal Programs and Tribal Government.

A. CALL TO ORDER (12:02p.m.)

Yvonne Jourdan, Chairwoman, called the meeting to order at 12:02p.m.

1. Gate Keeper assigned: Julie Clark

B. ATTENDANCE:

Yvonne Jourdan, Chairwoman
Kevin Shilka, Treasurer
Clifford Danforth, Member
Eric Krawczyk, Member
Gary Smith, Member

Rochelle A. Powless, Secretary
Julie Clark, Member
Sandy Dennett, Member
Carol Smith, Member
Pearl Webster, Member

EXCUSED:

Dorothy A. Skenandore, Member
Arlene Danforth, Member

MOTION: Rochelle A. Powless motioned to approve OPC attendance, June 9, 2015.

SECOND: Julie Clark seconded the motion.

MOTION CARRIED

C. APPROVAL OF AGENDA (5 minutes)

MOTION: Carol Smith motioned to approve the agenda with the addition of
1. d. Leave of Absence Request, Dorothy A. Skenandore.

SECOND: Rochelle A. Powless seconded the motion.

MOTION CARRIED

D. MINUTES (2) (10 minutes)

1. MAY 12, 2015 OPC Regular Meeting Minutes,

Rochelle A. Powless, OPC Secretary

MOTION: Clifford Danforth motioned to approve the May 12, 2015 OPC Regular Meeting Minutes by Rochelle A. Powless, OPC Secretary.

SECOND: Pearl Webster seconded the motion.

ABSTAIN: Sandy Dennett
Julie Clark

MOTION CARRIED

E. TABLED BUSINESS (2)

1. Chapter 154 Rules of Appellate Procedure (Entire Commission ~ 20 minutes)

Bob Sweeney, Attorney Contract, has been approved. Gina Buenrostro will schedule Bob Sweeney, Attorney, to train OPC Members for Chapter 154 Rules of Appellate Procedure Training.

ONEIDA PERSONNEL COMMISSION REGULAR MEETING
JUNE 9, 2015
EAST WING CONFERENCE ROOM

MOTION: Rochelle A. Powless motioned to remove Chapter 154 Rules of Appellate Procedures from the TABLE.

SECOND: Sandy Dennett seconded the motion.

MOTION CARRIED

MOTION: Clifford Danforth motioned to approve Gina Buenrostro's status update of Bob Sweeney, Attorney's Contract. Chapter 154 – Rules of Appellate Procedure Training will be scheduled – TBA, Bob Sweeney, Trainer.

SECOND: Rochelle A. Powless seconded the motion.

MOTION CARRIED

2. FINANCIAL REPORT, FEBRUARY, 2015 and March, 2015
(Entire Commission ~ 5 minutes)

MOTION: Rochelle A. Powless motioned to remove the February and March, 2015 Financial Report from the TABLE.

SECOND: Carol Smith seconded the motion.

MOTION CARRIED

MOTION: Eric Krawczyk motioned to approve the February and March, 2015 Financial Reports.

SECOND: Gary Smith seconded the motion.

MOTION CARRIED

F. OLD BUSINESS (1)

1. Proposed Amendments to the OPC By-Laws and Qualifications for Oneida Personnel Commissioners (Oneida Personnel Commission and Susan Daniels - 20 minutes)

Entire Commission went over the changes. Gina Buenrostro will put proposed suggestions in OPC mail boxes. OPC Members compare the issues with Bylaws for the OPC Regular Meeting, July 14, 2015.

MOTION: Julie Clark motioned to extend the time for 10 minutes at 12:41p.m.

SECOND: Rochelle A. Powless seconded the motion.

MOTION CARRIED

MOTION: Rochelle A. Powless motioned to read changes beforehand for approval of "Issues of OPC Bylaws" at the July 14, 2015 OPC Regular Meeting.

SECOND: Sandy Dennett seconded the motion.

MOTION CARRIED

2. Update on Declaratory Ruling (Entire Commission ~ 5 minutes)

No information is forthcoming at this time.

ONEIDA PERSONNEL COMMISSION REGULAR MEETING
JUNE 9, 2015
EAST WING CONFERENCE ROOM

G. NEW BUSINESS (3)

1. Scheduling Initial Reviews, Grievances, Reassignments and Housekeeping (Gina Buenrostro ~ 30 minutes)

MOTION: Julie Clark motioned to go into EXECUTIVE SESSION at 12:56p.m.

SECOND: Clifford Danforth seconded the motion.

MOTION CARRIED

MOTION: Rochelle A. Powless motioned to come out of EXECUTIVE SESSION at 1:00p.m.

SECOND: Julie Clark seconded the motion.

MOTION CARRIED

a. Attorney Sweeney's Contract ~ Update

Attorney Bob Sweeney's Contract has been approved. Central Accounting is processing a Retainer now. Attorney Bob Sweeney will be able to take over the Declaratory Ruling. Attorney Bob Sweeney's Contract has been prorated to \$14,000.00.

b. Next Training June 23, 2015-DEFERRED TO TUESDAY, JULY 28, 2015, 11:00a.m.-1:00p.m.

MOTION: Eric Krawczyk motioned to DEFER June 23, 2015 Training to July 28, 2015, 11:00a.m.-1:00p.m.

SECOND: Rochelle A. Powless seconded the motion.

MOTION CARRIED

c. Stipend Concerns

MOTION: Rochelle A. Powless motioned to go into EXECUTIVE SESSION at 1:09p.m.

SECOND: Carol Smith seconded the motion.

MOTION CARRIED

MOTION: Eric Krawczyk motioned to come out of EXECUTIVE SESSION at 1:40p.m.

SECOND: Kevin Shilka seconded the motion.

MOTION CARRIED

d. LOA Request, Dorothy A. Skenandore

Discussion ensued on issue of Leave of Absence vs resignation. Responsibilities cannot be met for 3 months which is a detriment to the OPC. Dorothy A. Skenandore can apply for membership at a later date when she is able to carry added OPC responsibilities.

ONEIDA PERSONNEL COMMISSION REGULAR MEETING
JUNE 9, 2015
EAST WING CONFERENCE ROOM

MOTION: Eric Krawczyk motioned to accept Dorothy A. Skenandore's Leave of Absence Request for 3 months whereupon she will make a decision to stay on the OPC or resign from her position.

SECOND: Julie Clark seconded the motion.

OPPOSE: Gary Smith, Sandy Dennett, Kevin Shilka, Rochelle A. Powless, Carol Smith, Clifford Danforth, and Pearl Webster.

MOTION FAILED

MOTION: Clifford Danforth motioned for Yvonne Jourdan, OPC Chairwoman, to ask Dorothy A. Skenandore for her resignation, diplomatically.

SECOND: Gary Smith seconded the motion.

ABSTAIN: Eric Krawczyk

MOTION CARRIED

2. Financial Report ~ April 2015 (Entire Commission ~ 5 minutes)

MOTION: Julie Clark motioned to approve the April Financial Report, 2015.

SECOND: Carol Smith seconded the motion.

MOTION CARRIED

3. Activity Report and Training Log for May 2015

(Gina Buenrostro and Bridget Cornelius ~ 10 minutes)

MOTION: Carol Smith motioned to approve OPC Activity Report and Training Log for May, 2015.

SECOND: Kevin Shilka seconded the motion.

MOTION CARRIED

H. Correspondence: Primarily distributed into OPC member mailboxes

I. Standing And Special Committee Reports

1. FY Budget Planning ~ Chairperson, Treasurer, Administrator

2. Quarterly Report due to the OBC ~ 2nd Wednesday of the Month in January, April, July, and October

3. Semi-Annual and Annual Reports to GTC ~ Due October and April

J. OTHER:

a. Next OPC Regular Meeting – July 14, 2015

b. Pot Luck – Person In Charge – Rochelle A. Powless\Fried Chicken

K. ADJOURNMENT

MOTION: Julie Clark motioned to adjourn at 2:03p.m.

SECOND: Clifford Danforth seconded the motion.

MOTION CARRIED

ONEIDA PERSONNEL COMMISSION REGULAR MEETING
JUNE 9, 2015
EAST WING CONFERENCE ROOM

Respectfully Submitted by: 
Rochelle A. Powless, OPC Secretary

Approved/Revised: JULY 14, 2015 OPC REGULAR MEETING

Submitted by: Yvonne Jourdan, OPC Chairwoman

CBRNE01
07APR/2015

4273007 - PERSONNEL BOARD
STATEMENTS PRODUCED PRIOR TO PERIOD CLOSING DATES ARE SUBJECT TO CHANGE
ONEIDA TRIBE OF INDIANS OF WISCONSIN

4273007 - PERSONNEL BOARD
REVENUE AND EXPENSE SUMMARY
FOR THE PERIOD ENDING: 4/30/2015

REPORT NAME: PRG_REVEXP

YEAR TO DATE

CURRENT MONTH

CLASS DESCRIPTION	PFT-ACCT#-SUB	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE
REVENUE							
TRIBAL CONTRIBUTION	000-458100-000	21,983.90	25,084.00	3,100	128,274	175,569	47,295
INTRA/SAME SERVICE FEE REVENUE	000-480001-000				30		(30)
TOTAL REVENUE		21,983.90	25,084.00	(3,100)	128,304	175,569	(47,265)
EXPENSES (LABOR/PAYROLL)							
PERSONNEL	000-502100-000	5,999.92	7,263.00	1,263	42,054	50,841	8,787
WAGE ACCRUAL EXPENSE	000-502100-999	668.02		(668)	668		(668)
SALARIES - TRAINING	000-502110-000				36		(36)
PAID TIME OFF	000-504000-000	681.68		(682)	8,022		(8,022)
FRINGE BENEFIT	000-505000-000	2,805.13	2,934.00	129	20,313	20,532	219
FRINGE ACCRUAL EXPENSE	000-505000-999	280.25		(280)	300		(300)
TOTAL LABOR/PAYROLL EXP.		10,435.00	10,197.00	(238)	71,393	71,373	(20)

CLASS DESCRIPTION	PFT-ACCT#-SUB	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE
EXPENSES (PURCHASES)							
TOTAL PURCHASES							
EXPENSES (EXTERNAL & INTERNAL)							
SUPPLIES & MATERIALS	000-700001-000		70.00	70	323	490	167
COPY CHARGES	000-700010-000	131.23	34.00	(97)	329	240	(89)
OUTSIDE SERVICES	000-702010-000	96.75	63.00	(34)	362	445	83
LEGAL SERVICES	000-702400-000		3,500.00	3,500	24,500	24,500	
TRAINING & EDUCATION	000-705010-000		167.00	167	1,165	1,165	
RENTAL USAGE	000-705202-000	128.61	96.00	(33)	904	670	(234)
HEAT & LIGHTS	000-705211-000	346.91	375.00	28	2,405	2,625	220
WATER & SEWER	000-705212-000		5.00	5	35	35	
TELEPHONE	000-705213-000	38.00	36.00	(2)	242	250	8
BUSINESS EXPENSE	000-705300-000	54.87	17.00	17	115	115	
INSURANCE	000-705500-000		56.00	56	392	390	(2)
I/T SUPPLIES & MATERIALS	000-750001-000		8.00	8	60	60	
I/T - PRINTING	000-750009-000		8.00	8	60	60	
I/T RENT EXPENSE	000-755201-000	286.87	292.00	5	2,008	2,040	32
I/T UTILITIES EXPENSE	000-755210-000	.06			1		(1)
INDIRECT COSTS	000-758300-000	1,127.84	1,226.00	98	8,459	8,581	122
INDIRECT COST ACCRUAL EXPENSE	000-758300-999	112.76		(113)	113		(113)
STIPENDS	100-705305-000	4,625.00	5,298.00	673	19,750	37,088	17,338

CBRUNE01
07APR/2015

4273007 - PERSONNEL BOARD
STATEMENTS PRODUCED PRIOR TO PERIOD CLOSING DATES ARE SUBJECT TO CHANGE
ONEIDA TRIBE OF INDIANS OF WISCONSIN

4273007 - PERSONNEL BOARD
REVENUE AND EXPENSE SUMMARY
FOR THE PERIOD ENDING: 4/30/2015

REPORT NAME: PRG_REVEXP

YEAR TO DATE

CURRENT MONTH

CLASS DESCRIPTION	PRT-ACCT#-SUB	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE
STIPENDS	200-705305-000		417.00	417		2,915	2,915
STIPENDS	400-705305-000	500.00	692.00	192	3,650	4,840	1,190
STIPENDS	500-705305-000	3,350.00	2,087.00	(1,263)	14,100	14,607	507
STIPENDS	600-705305-000	750.00	440.00	(310)	3,825	3,080	(745)
TOTAL EXT./INT. EXPENSES		11,548.90	14,887.00	3,337	56,911	104,196	47,285
TOTAL EXPENSES		21,983.90	25,084.00	3,099	128,304	175,569	47,265

NET TOTALS

REPORT NAME: PRG_REVEXP

4273007 - PERSONNEL BOARD
 REVENUE AND EXPENSE SUMMARY
 FOR THE PERIOD ENDING: 5/31/2015

YEAR TO DATE

CURRENT MONTH

CLASS DESCRIPTION	PRT-ACCT#-SUB	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE
REVENUE							
TRIBAL CONTRIBUTION	000-458100-000	21,118.88	25,084.00	3,965	149,392	200,653	51,261
INTRA/SAME SERVICE FEE REVENUE	000-480001-000				30		(30)
TOTAL REVENUE		21,118.88	25,084.00	(3,965)	149,422	200,653	(51,231)
EXPENSES (LABOR/PAYROLL)							
PERSONNEL							
WAGE ACCRUAL EXPENSE	000-502100-000	7,259.48	7,263.00	4	49,313	58,104	8,791
SALARIES - TRAINING	000-502110-000	(1,336.18)		1,336	(668)		668
PAID TIME OFF	000-504000-000	1,092.52		(1,093)	36		(36)
FRINGE BENEFIT	000-505000-000	3,505.74	2,934.00	(572)	9,115	23,466	(9,115)
FRINGE ACCRUAL EXPENSE	000-505000-999	(560.93)		561	(261)		(353)
TOTAL LABOR/PAYROLL EXP.		9,960.63	10,197.00	236	81,354	81,570	216
EXPENSES (PURCHASES)							
TOTAL PURCHASES							
EXPENSES (EXTERNAL & INTERNAL)							
SUPPLIES & MATERIALS	000-700001-000	393.02	70.00	(323)	716	560	(156)
COPY CHARGES	000-700010-000		34.00	34	329	274	(55)
OUTSIDE SERVICES	000-702010-000	56.75	63.00	6	419	508	89
LEGAL SERVICES	000-702400-000		3,500.00	3,500		28,000	28,000
TRAINING & EDUCATION	000-705010-000		167.00	167		1,332	1,332
RENTAL USAGE	000-705202-000	128.59	96.00	(33)	1,032	766	(266)
HEAT & LIGHTS	000-705211-000	176.14	375.00	199	2,581	3,000	419
WATER & SEWER	000-705212-000	14.71	5.00	(10)	63	40	(23)
TELEPHONE	000-705213-000	38.05	36.00	(2)	280	286	6
BUSINESS EXPENSE	000-705300-000		17.00	17		132	132
INSURANCE	000-705500-000	54.87	56.00	1	447	446	(1)
I/T SUPPLIES & MATERIALS	000-750001-000		8.00	8		68	68
I/T - PRINTING	000-750009-000		8.00	8		68	68
I/T RENT EXPENSE	000-755201-000	286.87	292.00	5	2,295	2,332	37
I/T UTILITIES EXPENSE	000-755210-000				1		(1)
INDIRECT COSTS	000-758300-000	1,409.80	1,226.00	(184)	9,869	9,807	(62)
INDIRECT COST ACCRUAL EXPENSE	000-758300-999	(225.55)		226	(113)		113
STIPENDS	100-705305-000	3,625.00	5,298.00	1,673	23,375	42,386	19,011

4273007 - PERSONNEL BOARD
 STATEMENTS PRODUCED PRIOR TO PERIOD CLOSING DATES ARE SUBJECT TO CHANGE
 REPORT RUNDATE/TIME: 6/10/2015 11:18:36
 ONEIDA TRIBE OF INDIANS OF WISCONSIN

CBRUNE01
 08MAY/2015

4273007 - PERSONNEL BOARD
 REVENUE AND EXPENSE SUMMARY
 FOR THE PERIOD ENDING: 5/31/2015

YEAR TO DATE

CURRENT MONTH

CLASS DESCRIPTION	PRT-ACCT#-SUB	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE
STIPENDS	200-705305-000		417.00	417	3,332	3,332	3,332
STIPENDS	400-705305-000	350.00	692.00	342	5,532	5,532	1,532
STIPENDS	500-705305-000	4,100.00	2,087.00	(2,013)	18,200	16,694	(1,506)
STIPENDS	600-705305-000	750.00	440.00	(310)	4,575	3,520	(1,055)
TOTAL EXT./INT. EXPENSES		11,158.25	14,887.00	3,728	68,069	119,083	51,014
TOTAL EXPENSES		21,118.88	25,084.00	3,964	149,423	200,653	51,230
NET TOTALS							(1)

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 08 / 12 / 15

2. Nature of request

Session: Open Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Action requested (choose one)

Information only

Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

[Instructions](#)

Memo of explanation with required information (see instructions)

Report Resolution Contract (check the box below if signature required)

Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.

2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

ONEIDA POLICE COMMISSION
July 2015

COMMISSION MEMBERS:
Number of Commissioners: Five (5)

Bernie John-Stevens, President
Beverly Anderson, Secretary
Carol Silva, Commissioner

Sandra Reveles, Vice-President
Lois Strong, Commissioner

CONTACT FOR REPORT:

Twylite Moore

BUSINESS COMMITTEE LIAISON:

Lisa Summers, Business Committee

MINUTES:

All meeting minutes are submitted to the Tribal Secretary's office as they are approved.

ACTION TAKEN:

1. Hiring has been completed for vacant positions
2. Completed two citizen complaints
3. Continue to review new policies and procedures

FINANCIAL:

Our approved budget for FY 15 is under \$100,000. We are currently operating within our budgeted projections for the current fiscal year.

SPECIAL EVENTS & TRAVEL

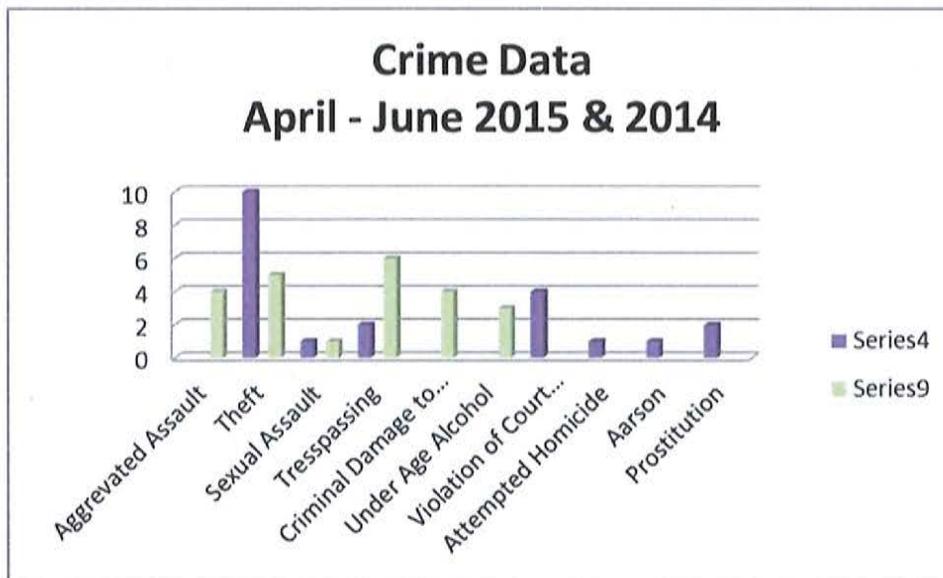
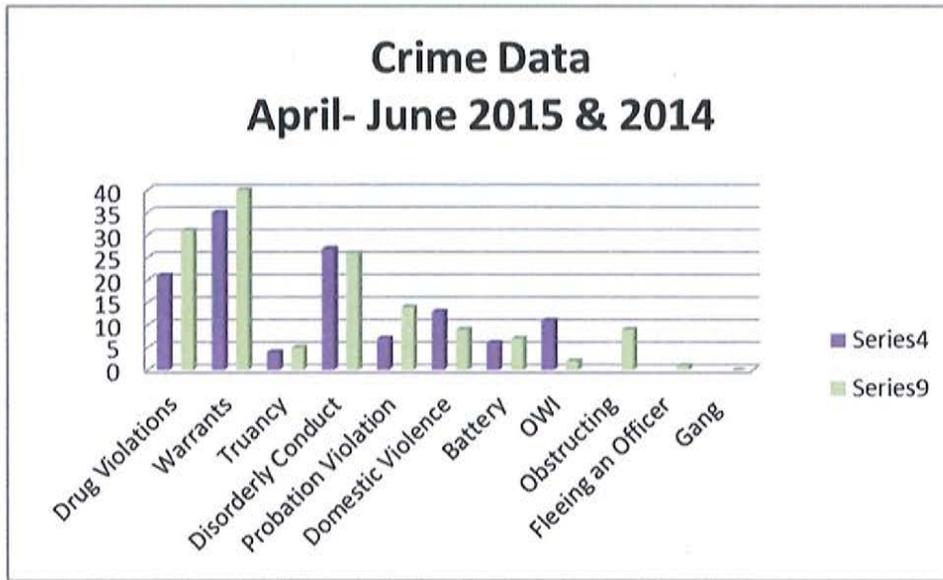
We have no travel to report for this quarter.

COMMUNITY CRIME INFORMATION

Community Safety Calls for Service & Assistance, Response Time & Accountability

April – June 2015

	2015	2014
Calls for Assistance & Mutual Aid	179	157
Average Response time Emergency	4.17	Unavailable
Average Response time Non-Emergency	7.57	Unavailable
Number of District Attorney Filings	262	367
Number of Cases ending in Conviction	88	61



purple represents 2015

green represents 2014

*These charts are not indicative of all crime within the community. These numbers represent the top ten crimes occurring within the community for the time period noted and collected from the Oneida Police Department.

MEETINGS

The Commission has met monthly in accordance with our by-laws. Monthly meetings have been attended by all Commissioners and the Chief of Police. The Chief of Police is

required to attend all regular monthly meetings. This requirement ensures the needs of the department are being met, enables the supervision of the Chief of Police and citizen oversight of the Police Department.

Respectfully submitted,

Bernard Stevens, President
Oneida Police Commission

BJS/tem

Oneida Business Committee Agenda Request

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

1. Meeting Date Requested: ~~07 / 22 / 15~~ 08 / 12 / 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:

Accept the Oneida Pow Wow Committee FY '15 3rd Quarter Report

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Lloyd E. Powless Jr., Chairman/Pow Wow Committee
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Accept the Oneida Pow Wow Committe FY '15 3rd quarter report

- 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 POWWOW COMMITTEE

QUARTERLY REPORT

JULY 2015

Lloyd E Powless Jr – Chairman

Tonya Webster – Vice Chairwomen

Rosa Laster – Secretary/Treasurer

OBC Liaisons – Fawn Billie and alternate Melinda Danforth

MEETING REQUIREMENTS

The Powwow Committee shall be appointed by the OBC. The regular monthly meeting time, place, and agenda shall be determined by the committee. If no designation is made by the Powwow Committee, the regular meeting shall be the last Thursday of the month. Stipends are currently \$50 per monthly meeting. During powwows there is a stipend of \$200 per day for members “in charge of services”. (security, parking, admissions, carts, tabulations, registration, etc.)

MINUTES

Our monthly minutes and meeting announcements are being sent to the Powwow Committee members, Tourism Dept., and OBC Liaisons.

ACTIONS TAKEN

Our by-laws have been revised and approved by the OBC.

Our July Powwow has been completed. A highlight was the release of an eagle which came to us through the Wild Life Sanctuary. Early calculations show we topped last year’s gate.

FINANCIAL

We had a good year financially at the July Powwow. We are currently working on FY 16 budget. I hope to have more financial info by the OBC meeting. We did have a theft after the Powwow at Skenandoah Complex which was reported to the OPD for investigation.

GOALS AND OBJECTIVES

We have completed out three annual powwows for FY2015.

We will complete our budget work for FY 16 and work on a positive closing for FY 15

We will continue to work on outside fundraising.

Oneida Business Committee Agenda Request

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

1. Meeting Date Requested: ~~07~~ / ~~22~~ / ~~15~~ ^{08 / 12 / 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:

Accept Southeastern Tribal Services Advisory Board FY '15 3rd quarter report

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Dan Schiller, Chair
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Jackie Zalim, Vice-Chair
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Southeastern Oneida Tribal Services (SEOTS) Advisory Board

QUARTERLY REPORT

April – June 2015

Submitted by Jackie Zalim – Vice Chairwoman

Members Dan Schiller – Chairman
 Jackie Zalim – Vice Chairwoman
 Jenna Skenandore – Board Member
 Tina Cottrell – Board Member
 Linda Langen - Board Member

Business Committee Liaison Chairwoman Tina Danforth

Minute Updates Minutes are on record.

Action Taken

Action was taken to notify the secretary's office of two resignations.

Financial

Four (4) regular Board meetings were held this quarter. Training was conducted; special stipend expenses will be made out of the next quarter.

The SEOTS Advisory Board budget is well under budget due to: the board had the same budget set prior to the reduction in board stipends, there were several cancelled meetings and the board was conducted with a reduced number of Board members. Also, in every prior year, including 2015 budget, money was unused and returned. Also, it is important to note that the budget request for 2016 was decreased by over 50%.

In June required budget meetings were held in Green Bay. A board member attended both days; mileage will be expensed in the next quarter.

An important role of the role of the Board is to oversee the SEOTS budget which has been under budget during this quarter.

Special Events and Travel

No special events by the Board during the quarter.

SEOTS has many programs which focuses on all ages, including summer youth programs and regular elder events, which are well attended. Board members are responsible to support programming by attending events and programs, as well as provide input on programs that are being explored. One program for consideration was with a company providing storytelling and a storytelling workshop.

Personal Comments

With the new building opening on July 1st, there will be heighten focus meeting to assure that the Board is meeting its purpose to improve the quality of life of Oneida Tribal members, to strengthen their connection to Oneida, and working in partnership and advisement with the SEOTS Director. [To put historical event in context, the RFP was drafted in November of 2012.]

The Director unveiled the new Southeastern Oneida Tribal Services signage, with explanation of each element (colors, image outline and imagery) which reflects the SEOTS mission statement.

On another topic, the board's letter in support of Indian Summer Festival's request for support was to no avail. The Business Committee sent the request to the Finance Committee who rejected the request. It is unfortunate as this festival is important to maintain visibility in the Greater Milwaukee area and expands to all tribe throughout the state; not just in Milwaukee. Another request is being sent by the Director of Indian Summer Festival to the Tourism Department (who initially indicated that they did not again budget for the event).

While the goals and objectives are still in progress there has been some research and work on: creating interest in developing an eagle staff and working on fundraising to provide descendent scholarships.

Additionally, each board member is preparing a biography to be disseminated in various ways. The goal is to introduce and connect the board members to the community.

Goals and Objectives

The board continued training with Melanie Burkhart reviewing Robert's Rules of Order, SEOTS Advisory Board Bylaws (making edits in preparation to send to the LOC) and Comprehensive Policy Governing Boards, Committees and Commissions, and conducted exercises such as making group decisions and communication skills.

Further training included drilling down to the board purpose and the board interaction with the community and staff. While much of the discussion set the stage for establishing attainable goals, the final training concludes in July.

Meeting Requirements

Twice a month

Follow-up

The Board has one vacancy.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~7~~ / ~~22~~ / ~~15~~ ^{8 / 12 / 15}

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

2. General Information:

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

New Business/Request

Agenda Header: ONVAC 3rd Quarterly REport FY 2015

Accept as Information only

Action - please describe:

Approval of ONVAC 3rd quarterly quarterly Report

3. Supporting Materials

Report Resolution Contract

Other:

- 1. 3rd Quarterly Report April, May, June 2015
- 2.
- 3.
- 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: Mike Hill, Chairman ONVAC 7-13-15
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:

Per Business Committee mandate for Quarterly Report Schedule

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA NATION VETERANS AFFAIRS COMMITTEE

Mike Hill, Chairman
James Martin, Vice-Chairman
John Breuninger, Secretary
Arthur Cornelius, Member
Gerald Cornelius, Member
Kenneth House, Member
Loretta V. Metoxen, Member
Nathan Smith, Member
Carol Silva, Member

onayote'a'ka
P O Box 365,
Oneida WI 54155

VSO DEPARTMENT
Kerry Metoxen, Veterans Director
Carolyn Miller, Benefits Specialist
Jennifer Webster, Liaison
Fawn Billie, Alternate

ONVAC April, May and June 2015 3rd QUARTERLY REPORT – FY 2015

SUBMITTED BY: ONVAC CHAIRMAN, Mike Hill

ONVAC MEMBERS

OFFICERS: Mike Hill - Chairman
Jim Martin – Vice Chairman,
John Breuninger, Secretary

MEMBERS: Gerald Cornelius, Member Arthur Cornelius, Member
Kenneth House, Member Carol Silva, Member
Loretta V. Metoxen, Member Nathan Smith, Board Member

OBC LIAISON: Jennifer Webster
Alternate: Fawn Billie

MINUTES

Meetings: April 13, May 12 and June 9, 2015

Summary Points for the 3rd Quarter, FY 2015

- I. ONVAC – FY 2015 Budget. The ONVAC has remained diligent with its use of the FY 2015 Budget Allocation. We currently have a positive variance within our balance and predict that we will continue to remain diligent in all of our spending.

Kerry Metoxen, Carol Silva and John Breuninger are assisting with the FY 2016 Budget preparation.
- II. Our sub-committee activities are still on the table but we have not been very active in attaining the goals we have set for ourselves. However, with additional activities being initiated, we are confident that we will meet the aforementioned goals along with those new additions, i.e., Working with the Oneida Pow Wow Committee on the Annual Pow Wow, Honoring the Code Talkers and working with the LOC on an Oneida Nation Flag Code.

- III. ONVAC Member Loretta Metoxen remains active on the Governor's State Veteran's Museum Board, which meets quarterly. Her current activities are to attempt to obtain financial support from all 11 Federally Recognized Tribes within the State for support of the Museum. The success of her efforts will allow for a Native Veteran on-going display with the museum once it is established. ONVAC supports her efforts on behalf of all tribes.
- IV. The ONVAC continues to work with the Veterans Service Office (VSO) on paver sales, reporting and monument upgrades. ONVAC continues to work with the VSO, individual Veterans Organizations and the Oneida Tourism Department to enhance our Veterans Memorial site. We would also like to thank the Grounds Keeping Department of the Department of Public Works and the Tourism Department for their assistance in maintaining the landscaping of the site.
- V. ONVAC continues to work with the VSO to have all Civil War headstones replaced at all local cemeteries. This is a continuing process.
- VI. The ONVAC and VSO continue to collaborate with all of the Oneida Veterans Organizations in serving as Honor and Color Guards for GTC and other Organizational Meetings, external Veterans Activities, meetings, funerals, etc.
- VII. ONVAC representatives continue to assist the Security Department with "exiting procedures" for GTC meetings.

SPECIAL EVENTS

- ONVAC Members supported the Pow Wow Committee with this years' annual Pow Wow event. ONVAC sponsored the recognition and honoring of all Code Talkers and their respective families and relatives with a pre-Grand Entry, Circle of Veterans and an Honor Song by the Buffalo Creek Drum.
- ONVAC Members are working with the LOC/LRO on an Oneida Nation Flag Code. We expect this work to be completed prior to the end of FY 2015 with a new law.

ISSUE FOR DISCUSSION

No new information has been received by ONVAC regarding the "Spirit of the Northwest Statue", located on the grounds of the historic Brown County Courthouse in Green Bay. This item was assigned to the Legislative Affairs Office for follow-up.

GOALS AND OBJECTIVES

It is the Mission of ONVAC to ensure the Oneida Veterans are provided with quality service and assistance in the delivery of entitlement and benefits due the Oneida Veteran and their families. ONVAC accepts the responsibility to advocate for Oneida Veterans and their families, while protecting the integrity of the Veteran Community of the Oneida Nation

MEETING REQUIREMENTS

ONVAC meetings are held the second Tuesday of each month at 5:00 pm at the Oneida Veterans Office at 134 Riverdale Drive, Oneida.

ONVAC also holds "special meetings" as appropriate, to conduct business on issues of immediate concern and/or is directed by the Oneida Business Committee.

All meetings are open to the public.

Respectfully Submitted

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 15

2. General Information:

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

Other - type reason

Agenda Header: Reports

Accept as Information only

Action - please describe:

Motion to accept the OGC 3rd Qtr report.

3. Supporting Materials

Report Resolution Contract

Other:

1. 3rd Qtr Report 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: Mark A. Powless Sr., OGC Chairman
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Name, Title / Dept.

Additional Requestor: Name, Title / Dept.

ONEIDA GAMING COMMISSION QUARTERLY REPORT

FY 2015 Second Quarter: April, May, and June

Prepared on July 24, 2015

Article I. Purpose

The purpose of the Oneida Gaming Commission (OGC) is to protect the assets and integrity of Oneida Gaming through regulatory oversight. The OGC regulatory oversight leads to current and consistent regulatory practices within the gaming operation.

Article II. Names

2-1. There are four (4) full time Commissioners which include: Chairman- Mark A. Powless Sr., Vice Chair- R. Tom Danforth, Secretary- Lora Skenandore, and Commissioner Matthew W. Denny. The OGC also has an Executive Director who oversees nine (9) staff members and the OGC also oversees thirty-seven (37) Surveillance personnel. Currently, the OGC is short staffed by four (4) positions in the Surveillance area. We are currently going through the hiring process and working with HRD to post and fill the positions.

2-2. Report is submitted by the Oneida Gaming Commission Executive Director, Tamara Van Schyndel. The Oneida Gaming Commission can be reached by calling 920-497-5850.

2-3. The Oneida Business Committee Liaison for the Oneida Gaming Commission is Brandon Yellowbird-Stevens.

Article III. Meetings & Reports

OGC Meetings

April	04/13/15 Regular
	04/27/15 Regular
May	05/18/15 Regular
June	06/01/15 Regular
	06/15/15 Regular

Security Joint Meetings

April	04/13/15
May	05/11/15
June	06/08/15

Gaming Joint Meetings

April	CNX
May	CNX
June	CNX

Employee Investigations and Vendor Licensing

	License Investigations	Temporary Licenses (Work Permits) Approvals/Denials	New Employee Orientation & Oventions
April	27	99/13 Denials	34/07
May	28	88/07 Denials	13/03
June	28	55/12 Denials	22/05

Employee Licensing and Hearings

	Employees Licensed	Hearings
April	99	2
May	88	1
June	55	1

Vendor Licensing and Permitting

	Gaming Service Vendors Licensed	Non-Gaming Vendors Permitted	Vendor Work Permits
April	2	1	05/0 Denials
May	0	0	23/0 Denials
June	1	0	13/0 Denials

Surveillance Reports

	# of Reports
April	66
May	51
June	35

April

- Revision work on Security-OGC Memorandum of Agreement
- State Compliance Audit 04/13/15 – 04/22/15
- Surveillance Assessment Project commenced 04/09/15
- Budget Prep Meetings
- WGRA Planning Meeting in Danbury, WI 04/01/15

May

- Budget entry completed 05/11/15
- Process work on Surveillance Asset Management & Inventory Control

June

- WGRA Conference in Hayward, WI 06/10/15 - 06/12/15
- Budget Consolidations and Meetings
- Revision work on Oneida Nation Gaming Ordinance
- Tribal Trac (licensing database) contract implemented

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 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 consider the ONCOA Quarterly 3 report for approval. It is a requirement in the ONCOA By Laws that a report be submitted to the OBC on a quarterly basis.

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:

Wesley Martin, Jr., ONCOA Chairman

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
FR: Lois Strong, ONCOA Coordinator
RE: ONCOA Quarterly 3 Report to OBC
DA: August 4, 2015

ONCOA is submitting the Quarterly 3 report for OBC approval. It is required in the ONCOA By Laws that a report be submitted to the OBC on a quarterly basis.

Thank you for your consideration.

- 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

ONCOA QUARTER 3 REPORT TO OBC**AUGUST 2015****Period: April, May, June 2015**

**MISSION: ONCOA ADVOCATES FOR ALL SERVICES THAT PLACE
PRIORITY ON THE WELL BEING OF OUR ELDERS**

ONEIDA NATION COMMISSION ON AGING

Wesley Martin, Jr., Chairman

Carol Elm, Member

Arlie Doxtator, Vice Chairman

MaryAnn Kruckeberg, Member

Marlene Summers, Secretary

Pearl McLester, Member

Shirley Barber, Member

Dorothy J. Skenandore, Member

Dellora Cornelius, Member

Melinda Danforth, OBC Liaison, and Lisa Summers, Alternate OBC Liaison**Primary Focus Areas for ONCOA**

- **Long Term Care Services & Support** -- Personal Care Agency; Aging & Disability Resource-Specialist (ADR-S); Affordable & Accessible Elder Housing; Adult Day Services
- **Communication** with Tribal Elders, Community and Elder Service staff
- **Training & Education** for ONCOA and staff

ONCOA Meetings April, May, & June 2015		
April 14	May 12	June 9
April 28	May 26	June 23

PROJECTS/TRAINING/EDUCATION**Elder Village – Cottage Neighborhood**

- Affordable and accessible housing for our elders is a priority need in our community. To address this need, ONCOA played a major role in identifying the Elder Village Concept as a neighborhood that would enhance “Quality of Life” principles for elders.
- The main objective in April was to get the value of the homes in-line with the HUD allowable costs. The adjusted numbers from OTIE are complete and the next step is to get the contract modifications to the OBC. The start of construction is expected to be in mid-May. The entire project of the first group of homes is projected to be in December 2015.
- Dale Wheelock explained that 32 elder cottages is the final goal in about three years. The immediate plan is to schedule the build of 10-12 elder cottages.

ONCOA QUARTER 3 REPORT AUGUST 2015

- Elder Village homes meet the minimum ADA standards. A person needs to apply to get on the list for housing. Dale recently received the new income guidelines for occupancy and will send these to ONCOA. If the person gets in at HUD rates and then gets into a higher income bracket, the person can stay with adjusted rent rate and will not have to leave their housing.
- Collaborative efforts will continue with OHA, Oneida Planning, ONCOA and others through the development, design, and construction phases. ONCOA and Project Team Status Meetings are held monthly to stay informed on the progress at various stages of development. Project Team Meetings are held at the Elder Services Conference Room. OBC members are invited to attend any of the meetings.

Adult Day Services and Elder Services Garages for the Elder Apartments and for Home Chore Maintenance.

- ONCOA has identified the need for **Adult Day Services and Garages for the Elder Service Maintenance and for Elder Apartments**. The Adult Day Service and Maintenance Garage was deleted from the original ORCCC project and slated for future development CIP. All three projects are related to the development of the Lee McLester II Complex. ONCOA will be working with Elder Services to support moving these projects forward.
- Troy Parr brought the subject of the Tribe having an **Adult Day Care** to the Planning Department Staff. At this point, the Adult Day Care program needs to be defined. Once the program is defined, then we could engage from a Facilities standpoint. The best location to start to define the program would be at Elder Services. If a Community Block Grant is used to fund the program, a matching \$200,000 would need to be funded by the Tribe.
- The **Elder Service Maintenance garage** is still needed. This facility was removed from the original plans for the Anna John Resident Centered Community complex with plans to build with any funds remaining in the ORCCC project funds. ONCOA has not received a closing amount of the ORCCC project. The project is not moving.
- In **February 2005** Elder Services started the plans for a capital improvement project request for garages for tenants occupying the Elder Service apartments. Project justification was because the existing building is located on top of a hill and it can be extremely windy with harsh weather conditions. Elders are especially susceptible to health problems caused by these conditions. Also, it can be very difficult for elders to get to and from their vehicles during strong winds.
Current Status: The CIP package (#05-013/May 31, 2007) for the **Elder Services Apartment Garages** was deleted from the CIP list but it was reinstated on the CIP list for FY2015. The apartment garages will again be deleted from the FY2015 budget. Today there still remains a need for these garages as essential improvements to ensure a safe and secure environment for our Oneida Elders.

ONCOA QUARTER 3 REPORT AUGUST 2015

Aging and Disability Resource Specialist (ADRS)

- An Aging & Disability Resource Center (ADRS) is a one-stop shop for accurate, unbiased information on all aspects of life related to aging or living with a disability. The ADRS provides information on a broad range of programs and services; helps people understand the various Long Term Care Options available to them; helps applicants apply for programs and benefits; and serves as the access point for publically funded Long Term Care.
- Elder Services has been working on establishing an Oneida Aging and Disability Specialist Office where information specific to Oneida Services as well as services in the surrounding communities can be provided for dissemination.
- The State will provide funding for the ADR-Specialist Positions (2) in the amount of \$106,000. Oneida will designate an Oneida Representative to the Brown County and the Outagamie County ADRC Governing Boards.
- The ADRS Grant Proposal was submitted by Elder Services. The grant was approved by the OBC at the February 26, 2014 meeting. In May the grant, to fund the latter six months of 2014 in the amount of \$51,000, was approved by the State. Elder Services has received approval to post the ADRS Position.
- The ADRS was finally filled in October, 2014, and vacated the same month. Elder Services was able to fill the position with an Emergency Temporary Person, Mallory Patton, who is making great progress in her orientation to the program. We wish her much success.

Long Term Care Group

- A Long Term Care (LTC) group consisting of representatives from Oneida Health Center, Governmental Services, and ONCOA has been formed to develop a strategic LTC-Services and Supports plan for Oneida. Out of this large a core team has been formed.
- Lately the core team (Health Center, GSD, Elder Services, ONCOA, Law) have been meeting to deal with the **Tribal Only Waiver**. The Tribally operated Medicaid (low income) Home and Community Based Services (HCBS) waiver is an option for Wisconsin American Indian Tribes to provide long term supports for adults with long-term care needs in Wisconsin. This waiver is important because it aligns administration with the unique authorities of Tribal Governments, and assures that services will meet the unique needs of tribal members when meeting their long term care needs.
- During the past months the waiver plan was changed to Tribally Operated Waiver. It is expected that solutions will be developed to narrow the health care gap in critical risk areas experienced disproportionately among American Indians. Oneida supported re-submitting the proposal with changes to CMS.
- The Tribal Only Waiver will allow for 100% reimbursement at the federal level directly to tribes. The State will then not have to pay a percentage of the eligible service. We have not received any notification that the Tribal Only Waiver has been approved.

Money Follows the Person (MFP) Tribal Initiative

- The Centers for Medicare and Medicaid Services is offering states and tribes between \$850,000 and \$1.93 million in grant funding in order to build sustainable community-based Long Term Services and supports specifically for Tribal Members. Wisconsin must have an active partnership with the participating tribes or tribal organizations in order to be eligible for the grant. Oneida submitted a letter regarding our willingness to move forward with the State in developing systems to address tribal member needs. Each tribe selects an option that is most appropriate to the tribal needs.

ONCOA QUARTER 3 REPORT AUGUST 2015

- The project Oneida has selected to develop is a **Tribal Personal Care Agency** along with needed infrastructure to deliver Long Term Care services to Oneida Tribal Members. Having a Personal Care Agency will allow **Elder Services and Oneida Health Center** to obtain Third Party Billing Payments through Medicaid for In-Home Care and Home Chore Services. Currently, Oneida provides In-Home Care and Home Chore Services that are paid through Tribal Contribution. In the future, Elder Services could potentially increase these services utilizing the third party reimbursement received by the Tribe.
- **Up Date:** The Tribal Personal Care Agency application was to be submitted to the State on June 1, 2015. Unfortunately more work needed to be accomplished and the revised deadline to submit is in September 2015. ONCOA supports having a personal care agency to **help defray Tribal Contribution costs to the Elder Service budget**. The reimbursement will come from those services provided to clients who meet low income eligibility (Medicaid).

Great Lakes Native American Elders Association (GLNAEA)

- These meetings are held quarterly and membership is comprised of elders from the eleven tribes in Wisconsin. Each tribe takes a turn at sponsoring a meeting on their reservation. Tribal news and current issues in Indian country are discussed at the meetings. Social interaction between the tribes is an important aspect of the association that keeps members participating in the meetings.

Webinars/Training

- ONCOA attends webinars that are held monthly in the Elder Services Conference Room. These webinars pertain to services for Elders. The webinars are sponsored by GWAAR Health Promotion Team and Long-Term Care Services and Supports Technical Center.
- Efforts are made to seek local training offered by Oneida and in Wisconsin to keep training expenses to a minimum. ONCOA plans on attending one national conference that specifically covers Indian Elder issues on the national level. All training relates directly to accomplishing our goals and objectives.

Wisconsin Tribal Aging Directors Association

- ONCOA members participate in these meetings along with Elder Services Director, Florence Petri. All eleven tribes belong to this association and meet to discuss Aging Issues in Indian Country and to formulate ways to best meet the needs of our Native Elders.
- This is a collaborative relationship that ONCOA has maintained with Elders Services and the other tribes since the inception of the organization. Meetings are held monthly.

Elder Service Staff Meetings

- Elder Service Staff Meetings are held once a month. ONCOA Commissioners attend these meetings. Updated monthly calendar of events, speakers, and staff information comprise the agenda. There is an ONCOA Representative in attendance to provide a status of ONCOA Activities.

MEETING REQUIREMENTS

ONCOA meets on the second and fourth Tuesday of each month at 1:00 p.m. in the Elder Services Conference Room. Other Special Meetings are held during the month to address specific topics related to the goals and objectives of ONCOA. Meetings are open and community members are encouraged to attend.

ONCOA QUARTER 3 REPORT AUGUST 2015

GOALS

GOAL I	ONCOA will create policies and work together with Elder Services in an effort to improve the quality of life of our Elders.
GOAL II	ONCOA will communicate with Elders on issues, policies and services in order to increase their awareness and participation.
GOAL III	ONCOA will advocate at all levels (tribal, local, state, national) for resources to provide for elder services

COMMENTS

Each commissioner, along with the ONCOA staff, brings with him/her a varied background of employment, life experiences, education, and community/state/national involvement to work toward a common goal of advocating for services that place emphasis on our elders. The following list demonstrates the extent of current community/state/national involvement for the ONCOA commissioners and staff:

Oneida Nutrition Board	Anna John Nursing Home Board
GLNAEA – Elder Abuse Task Force	National Indian Council on Aging
Oneida Personnel Commission	Oneida Child Protective Board
Oneida Library Board	Veterans of Foreign Wars (VFW) Auxiliary
Oneida Police Commission	National Indian Child Welfare Association
Greater Wisconsin Agency on Aging Resources (GWAAR), Board of Directors	
Oneida Trust/Enrollment Committee (elected)	
National Indian Child Welfare Association (NICWA)	
Great Lakes Native American Elders Association (GLNAEA), Board of Directors	
And members	

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 08 / 12 / 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:

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: LORIELM OEB 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:

APPROVE THE QUARTERLY REPORT

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

ONEIDA ELECTION BOARD QUARTERLY REPORT
April - June 2015
August 3, 2015

Report Submitted By: Lori Elm, Chairperson (Acting)
 920.869.6607
Election_Board@Oneidanation.org

Board Members:

Lori Elm, Chairperson (Acting)
 Jon Frion, Vice Chairperson (Acting)
 Constance Danforth, Secretary (Acting)
 Barb Erickson
 Michelle Doxtator

Board Members Alternate:

Gina Buenrostro
 Candace House
 Tina Skenandore

Board Members Recused as of May 18, 2015 until Final Report is approved by Business Committee:

Racquel Hill
 Teresa Schuman
 Melinda K. Danforth

BC Liaison:

Melinda J. Danforth, Vice Chairwoman
 Alternate Lisa Summers, Tribal Secretary

Meetings:	Regular Meeting	GTC Meeting	SOP Meetings	Election/ Set Up Meeting/Caucus	Emergency/ Special
April	3		3	2	1
May	1			3	
June	1	1			2

Highlights for the quarter include:

1. The Special Election was held on April 11, 2015 at the Oneida Health Center in Oneida and at SEOTS in Milwaukee. The ballot consisted of 16 candidates for one (1) vacancy of the Oneida Business Committee.
2. The Oneida Election Board assisted with the Secretarial Election at the Oneida Health Center in Oneida and at SEOTS in Milwaukee on May 2, 2015.
3. Caucus was held on May 9, 2015 for the July, 2015 Special Election.
4. Questions and concerns regarding By-Laws, Election Law, and Comprehensive Policy Governing Boards, Committees and Commissions.
5. Recommendations and appointments of Alternates.

Goals and Objectives:

- ❖ Conduct Tribal Elections in compliance with Tribal law.
- ❖ Develop, adopt, and review applicable standard operating procedures in compliance with By-Laws, Election Law, and Comprehensive Policy Governing Boards, Committees and Commission
- ❖ Strive to serve the Oneida membership fairly while being fiscally responsible.

Meeting requirements: In the 3rd Quarter, the Election Board was very busy with the Special Election, Secretarial Election and the Caucus for the upcoming July Special Election. Meetings were scheduled as needed to improve communication with alternates as there were 3 members whom were recused due to conflict of interest during the Election Cycle.

Business Committee Meeting
8:00 a.m. Monday, August 17, 2015
Thank you for printing clearly

Bradley Graham

Bill Graham

FRANK CORNELIUS

Bill Dodge

C. S. M. J.

Susan White

Madelyn Genskoce

Anita Barber

Joyce Noe

Michele Doxtator

Laura Schuyler

Heather Duffell

Shel & Paul P

Mark Derry

Alvin Fowler

Marsha Danforth

Michelle Mays

Tom Strong

Carole Elm

v