

Oneida Tribe of Indians of Wisconsin

Post Office Box 365

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Oneida, WI 54155



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

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

*Approved As
Read 8-11-87*

SPECIAL MEETING

TUESDAY, JULY 7, 1987

Meeting called to order at 1:30 p.m.

Present: Purcell Powless-Chairman, Richard Hill-Vice Chairman, Kathy Hughes-Treasurer, L. Gordon McLester-Secretary, Lloyd Powless, Lois Powless, Mark Powless, Tony Benson, David King-Council Members

Others: Mike King, Gary Schuyler, Herb Powless, Barbara Schuman, Kathy King, Sandra Ninham, Sharon House-Cornelius, Jo Swamp, Chris Doxtator

AGENDA

Rick Hill moved to adopt the agenda, Mark Powless seconded. Motion carried.

TABLED RESOLUTION ON BUSINESS COMMITTEE MEETING - Jerry Hill

Tony Benson moved to take this item from the table, Rick Hill seconded. Motion carried.

Rick Hill moved to adopt the following Resolution #7-7-87-A:

WHEREAS, Article III, Section 3, of the Oneida Constitution provides for regular meetings of the Oneida Business Committee, but does not specify days, times or places, and

WHEREAS, it is the desire of the Oneida Business Committee that all of its meetings should be open to the membership.

NOW, THEREFORE BE IT RESOLVED: that regular meetings of the Oneida Business Committee shall be held, unless duly cancelled or rescheduled, in the Business Committee Conference Room on each Tuesday, starting at 1:30 p.m. and each Friday starting at 9:00 A.M. Special meetings shall be held as provided for in the Oneida Constitution.

Rick Hill moved to amend the Resolution to state unless duly cancelled or other Tribal facility. Lloyd Powless seconded. Vote on amendment carried. Vote on the main motion carried.

AD CONTRACT FOR THE ENTERPRISES - Lois Powless

Lois Powless requested that the Business Committee consider the Ad Company Contract at this time. The Enterprise Managers have put extensive work into locating an ad agency that would be best suited to their needs.

Since the first of the year, they have met and discussed what they were looking for in an advertising agency. After reviewing the many different proposals they selected this agency. In the past, enterprises were doing their own type of advertising which proved to be costly. This cost will be lowered if all enterprises work with one agency.

The Tribe agreed to retain the services of the Ad Company (herein the agency of record) for a period of one year beginning on June 8, 1987 and ending on June 7, 1988. A six month review will be completed on December 8, 1987. The agency will provide marketing/advertising services for the agreed fees listed below:

Media Services: Television, radio, magazine, outdoor, newspaper, coupon books, transit advertising. Fee: 15% of total media buy which includes agency consultation, planning, budgeting, negotiation, placement and evaluation.

Production Services: Television (video) and radio (audio) production. Fee: Per quote from TV/radio station or production house plus agency fee of \$30.00 per hour for copywriting. Brochures/Direct Mail Fee: \$30.00 per hour includes copywriting, directing talent and photographer (if used) and consultation. Artwork Fee: \$30.00 per hour includes graphic design services, original artwork, layout and paste-up.

Marketing Services: Public relations, sales-motivational training. Fee: \$30.00 per hour.

The Ad Company will provide one monthly bill which includes all media buys and agency fees. Separate billing will be provided for each Oneida Enterprise business.

Oneida Tribal Enterprises authorizes the Ad Company to produce and place media buys upon their approval. Oneida Tribal Enterprises accepts full liability for prior approved advertising placed by the Ad Company on its behalf.

The Ad Company shall be responsible for all income, unemployment and all other taxes due to any taxing authority.

This agreement shall not be assigned or terminated by either party without one (1) months prior written notice to the other party and both parties agree.

Lois Powless moved to approve the contract. Lloyd Powless seconded. Mark Powless opposed. Lois Powless moved to amend the motion that the contract is not to exceed \$25,000, Lloyd Powless seconded. Mark Powless opposed. Vote on the amendment, motion carried. Vote on the main motion, motion carried.

VACATION REQUEST - Lois Powless

Lois Powless is requesting retroactive approval for 4 hours vacation on 6/25/87 and 8 hours on 6/26/87.

RETROACTIVE REQUEST FOR TWO (2) BINGO PASSES

The Conservation Club are requesting retroactive approval for two bingo passes to raffle at the Pow-Wow.

The Business Committee was polled on July 2, 1987, so they could get the passes before the Pow-wow. Tony Benson moved to approve the request retroactively, Rick Hill seconded. Motion carried.

FINANCE & APPROPRIATION RECOMMENDATIONS OF JULY 1, 1987

The following recommendations are made

Consultant Agreement for Michael King - The request is for \$3,556.00. F&A feels this should be handled through the Land Office budget and the Land Coordinate should forward information on how this can be processed back to the F&A Committee.

Rick Hill moved to approve the Consultant Agreement for Michael King and the funds would come out of the Parks & Wildlife budget. Also the areas to be surveyed be changed. Dave King seconded.

After discussion, Kathy Hughes moved to table this item for more review by Finance & Appropriations. Lois Powless seconded. Gordon McLester opposed. Dave King and Rick Hill abstained. Motion carried.

Donation to MDA - Requesting donation of \$100 minimum. F&A recommends denial. F&A also requests the Donation Policy be brought up at next meeting.

After discussion, Mark Powless moved to deny, Kathy Hughes seconded. Motion carried.

Lockers for Sale at Cho's Academy - Request is for \$3,750 to buy lockers at a cost of \$1,750. Included in this request is \$2,000 to install saunas. F&A recommends approval of the purchase of the lockers at \$1,750 from unbudgeted capital expenditures which is funded by operating reserves. F&A requests a plan for installing the saunas and a future plan for the fitness program.

Lois Powless moved to deny the request until all the questions have been answered as per Finance & Appropriation request. Lloyd Powless seconded. Rick Hill moved to table until Friday. Dave King seconded. Motion carried.

FINANCE & APPROPRIATIONS (Continued)

- (4) Headstart Proposals - F&A recommends approval for submission of proposals.

Tony Benson moved to approve, Lloyd Powless seconded. Motion carried.

- (5) Library Budget Modification - Request is for \$3,095 additional funding to meet needs for expanding hours and also to complete the data entry work. F&A recommends approval with this identified as a program variance at this time.

Mark Powless moved to approve, Dave King seconded. Motion carried.

- (6) Equipment Proposal - Library is requesting approval at a cost of \$1399 to purchase video equipment. This is funded by LSCA. F&A recommends approval.

Lloyd Powless moved to approve, Kathy Hughes seconded. Motion carried.
Finance & Appropriation Recommendations

- (7) Equipment Purchase/Wildlife & Parks - Request is to install a culvert at Hwy "U" for access to recreational and timber area. This is funded in the budget. F&A recommends approval.

Lloyd Powless moved to approve, Lois Powless seconded. Motion carried.

- (8) Equipment Purchase/Civic Center - This was handled as an emergency situation. B&G replaced the compressor for the air conditioner at the Civic Center at a cost of \$2,000. This should be charged to unbudgeted capital expenditures funded by operating reserves.

Dave King moved to approve, Kathy Hughes seconded. Motion carried.

IHS AGREEMENT & BIA AGREEMENT FOR 10-9 PROJECT AND BIA RESOLUTION

The Oneida Tribe of Indians of Wisconsin, requested the assistance of the Indian Health Service in the provision in inspection and technical assistance for twenty (20) Mutual Help Homes by means of a project proposal dated March 19, 1987.

Twenty (20) Mutual Help HUD housing units are to be constructed under HUD project WI 10-9. A number of these units are expected to be constructed on scattered lots with individual water and sewer facilities depending upon the availability of land with suitable soil for sanitation facilities. The remainder of the units are to be constructed on land immediately adjacent to the Three Sisters Housing Development located within the corporate limits of the City of Green Bay. This parcel is along State Highway 54, directly across from Northern Wisconsin Technical Institute. The units constructed at the Three Sisters site are to be connected to the Green Bay municipal water and sewer systems.

IHS AGREEMENT & BIA AGREEMENT FOR 10-9 PROJECT AND BIA RESOLUTION (Continued)

This agreement is made among the Indian Health Service, hereinafter referred to as IHS, of the Department of Health and Human Services (HHS), under and pursuant to the provisions of Section 7 (a)(3) of Public Law 86-121 (42 USC 2004 (a) 73 Stat. 267); the Oneida Tribe of Indians of Wisconsin, hereinafter referred to as the Tribe, acting through the Chairman of the Oneida Business Committee; and the Oneida Housing Authority, hereinafter called the Authority, acting through its Chairman.

WHEREAS, the Authority, acting through the Chairman of the Oneida Housing Authority, by a Project Proposal submitted to the Indian Health Service on March 19, 1987, requested assistance for inspection and technical assistance in the construction of twenty (20) mutual help DHUD housing units on the Oneida Indian Reservation, and

WHEREAS, the Indian Health Service is desirous of assisting in the provision of water supply and waste disposal facilities by providing inspection and technical assistance to serve the Indians on the Oneida Indian Reservation.

Now therefore, in order to carry out the project as set forth in the attached Project Summary entitled "Project Summary for the Inspection of Sanitation Facilities to Serve DHUD Housing Units, WI 10-9 on the Oneida Indian Reservation, Wisconsin", dated March 1987, the parties mutually agree:

1. That the Tribe and Authority will appoint a representative who will perform the following functions:
 - a. Coordinate the participation of the participants in the project under the terms of this agreement.
 - b. Actively promote the attendance of participants at meetings.
 - c. Assure the provision of adequate frost protection for facilities installed for each home.
2. That the Indian Health Service will provide without charge to the Tribe:
 - a. Soil percolation tests, results and recommendations.
 - b. Drawings of sanitation facilities layouts including location of water distribution mains, service lines, wells, and septic tanks and drainfields, or review of this material if provided by others.
 - c. Inspection of installation of sanitation facilities.
 - d. Sample specifications and standard drawings.
 - e. Instructions as to the proper utilization, maintenance, operation and protection of the facilities provided for under the housing project.
 - f. Engineering consultation concerning construction codes, plan and specifications review, and other matters, as requested.
3. That the foregoing work will be performed in accordance with the under the technical direction of the Indian Health Service Project Engineer.

IHS AGREEMENT & BIA AGREEMENT FOR 10-9 PROJECT AND BIA RESOLUTION (Continued)

4. The Housing Authority will be required to give copies of any easements and rights-of-way that are granted either by the Tribe or the Housing Authority for the installation of the water and sewer system. Easements or rights-of-way will be given to the Indian Health Service for the purpose of technical direction and inspection of facilities.
5. The Tribe and Authority hereby grant permission for the IHS and its representatives to enter upon or across lands under the jurisdiction of the Oneida Reservation for the purpose of carrying out the project outlined in the attached project summary as provided for in this agreement, and further agrees to waive all claims which may arise by reasons of such entry, except those which may be recognized under the Federal Tort Claims Act.
6. That it is understood by all parties that where a home is located within the geographic jurisdiction of a utilities maintenance organization, the rules and regulations of that organization will apply.
7. That it is agreed by all parties that where site evaluation indicates that a site will not properly support the operation of sanitation facilities, that particular site will not receive sanitation facilities under this project.
8. That the Tribe and the Authority agree to obtain written site approval from the Indian Health Service on all sites prior to construction of sanitation facilities.
9. That for on-site facilities, the Indian Health Service will provide without charge the following technical assistance in connection with such sanitation facilities constructed under this project.
10. That the Authority agrees to participate with the Indian Health Service in the conduct of this project in accordance with the provisions as set forth in the Interdepartmental Agreement on Indian Housing signed by the Secretary, Department of Interior on February 7, 1976, the Secretary, Department of Health and Human Services on February 20, 1976, and the Secretary, Department of Housing and Urban Development on March 2, 1976, including but not limited to:
 - a. Obtaining final site approval and plan and specification approval from the Indian Health Service in writing prior to advertising for construction bids for the sanitation facilities.
 - b. Coordinating the installation of sanitation facilities with the Indian Health Service and notifying the Indian Health Service Project Engineer at the appropriate times in order to accomplish the necessary inspection of the sanitation facilities during their construction.
 - c. Abiding by the recommendations of the Indian Health Service based on the testing, plan and specification review, and the construction inspection of facilities by the Indian Health Service, in order to assure facilities which will function properly and meet public health standards.

IHS AGREEMENT & BIA AGREEMENT FOR 10-9 PROJECT AND BIA RESOLUTION (Continued)

11. The Tribe concurs with the Housing Authority that a Cooperation Agreement with the City of Green Bay will be established so that service charges as are necessary for the operation, maintenance, and repair of the water and sewer system shall be collected.
12. That the Tribe and Authority agree to enact appropriate ordinances or regulations governing the continued operation, maintenance, and repair of individual water supply and waste disposal facilities in a safe and sanitary condition by the persons served thereby.
13. That in the event actual construction of this project can not be initiated, for any reason by July 1, 1988, the Indian health Service reserves the right to cancel the project and use the funds earmarked therefore for other projects which lack impediments to prompt construction. If the condition which impeded construction is resolved following such cancellation, the IHS, Bemidji Area Office will give high priority to funding the project from appropriate sanitation facilities' funds available at that time or from future appropriations for sanitation facilities.

Lois Powless moved to approve, Dave King seconded. Motion carried.

TRIBAL ACTION PLAN - Kathy King

During the past year the Oneida Nation has been in the process of developing a Tribal Comprehensive Plan (TCP). This is an overall comprehensive plan for the Tribe for the next five to ten years. The plan covers the following areas:

Planning & Development	Social Services
Business Enterprises	Health
Finance Planning	Legal Issues
Education	

At present the Tribe is in the last stages of finalizing the plan. The issues, concerns and objectives of the Tribal Action Plan have also been integrated into the overall Tribal Comprehensive Plan. The General Goal Statement as address with the Tribal Comprehensive Plan is:

It shall be the general goal of the Oneida Nation to protect, maintain and improve the standard of living and the environment in which the Oneida people live; while maintaining and re-establishing the sovereign rights of the Oneida Nation.

TRIBAL ACTION PLAN (Continued)

In the development of the Tribal action Plan three priority areas of development and involvement have been considered:

The Individual
The Family
The Community

In the treatment and healing process of an individual are four areas of consideration: Physical, emotional, spiritual and mental. These primary four areas of an individual need to be nurtured and developed to build an individual.

Gordon McLester moved to adopt the Tribal Action Plan, Lloyd Powless seconded. Motion carried.

PERSONNEL - Barbara Schuman

- Hiring Information: Licensed Practical Nurse (2) positions Grade 10 Oneida Nursing Home.

The Committee recommends employment in rank order of qualified applicants according to the Oneida Tribal management System, Personnel Policies and Procedures, reference Page 1., B., 2.:

Three (3) days a week 5 p.m. - 9 p.m. Shift

1. Brenda Vanden Langenberg
2. Joyce Harley

Three (3) Days a Week - Various Shifts

1. Beverly Arndt

The hiring process for positions of at least three (3) months duration reference Page 6. H. 1. of the Personnel Policies and Procedures have been complied with. The Personnel Office has complied with the Notification of Employment, as outlined in the Policies and Procedures Page 5. E. 6.

- Promotion: Library Director - Judy Cornelius

MEETING DATE WITH ONEIDA TRIBAL SCHOOL BOARD

On July 9, 1987, 7 P.M. in the Business Committee Conference Room. Lois Powless moved to approve the meeting date, Lloyd Powless seconded. Motion carried.

CANADIAN TRIP - Gordon McLester

The Oneidas from Canada invited the Oneidas from Wisconsin and New York to a meeting and community fair that they will be hosting on the weekend of September 19 or 26. This meeting is a follow-up to the meeting hosted by the Oneidas of Wisconsin.

CANADIAN TRIP (Continued)

Lois Powless moved to approve the Tribe attending this meeting with the Canadian Oneidas and that the Litigation Committee develop the planning for the trip. Lloyd Powless seconded. Motion carried.

SEMINARY LAND - Dave King

Chris Doxtator received a call from Attorney Brehm of the Catholic Diocese stating that the Tribe make an offer of \$210,000 for the parcels we recently negotiated. The offer is to be cash and further communication is to be with Attorney Brehm.

The Land Committee has \$300,000 as of this spring for land purchase. The recommendation is to purchase in order for immediate settlement.

Lois Powless moved to refer this matter to the Land Negotiation Committee and that the Negotiation Committee also consider the 14 acres in the purchase of the large parcel of 184 acres. Kathy Hughes seconded. Dave King opposed. Motion carried.

Rick Hill moved that the Law Office and Title Search bring back a report on the Title Search project. Lois Powless seconded. Motion carried. Tony Benson moved that Jo Swamp be directed to work with the Negotiation Committee on the purchase of the Seminary Lands. Lois Powless seconded. Motion carried.

WIPFLI PROPOSAL

WIPFLI submitted their engagement letter for the 1987 audit, including their estimated fee of \$34,000. This fee represents no increase over the 1986 audit fee. In effect, it represents a reduction in hours, since our billing rates have increased over the last year. The combination of a reduction in hours and our increase in billing rates results in no increase in fee for 1987.

At the Business Committee meeting on June 23, 1987, there was discussion on the 1987 and 1986 audit fee in comparison with the 1985 fee. In reviewing the records for the audit for 1985, it is noted that the audit fee was \$49,496. This was reduced in 1986 to the \$34,000 level. The \$34,000 quoted to the Tribe in 1987 is a maximum fee, pending any unusual events or circumstances that may arise, the fee may be under \$34,000 if their time is less than they anticipate.

After review and discussion, Dave King moved to approve the WIPFLI proposal. Tony Benson seconded. Lois Powless abstained. Motion carried.

GREAT LAKES INTER TRIBAL COUNCIL ANNUAL MEETING IN ONEIDA JULY 16 & 17, 1987

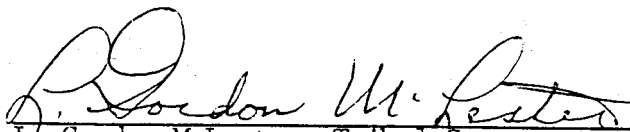
The G.L.I.T.C.'s annual meeting will be held in Oneida on July 16 & 17, 1987 at the Rodeway. Kathy Hughes will follow-up on the banquet on July 16 and she will get Public Relations involved with the banquet.

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VACATION REQUEST

Purcell Powless is requesting approval for vacation on July 10 & 13, 1987.
Gordon McLester moved to approve, Lloyd Powless seconded. Motion carried.

3:00 p.m., Mark Powless moved to recess, Kathy Hughes seconded. Motion
carried.


L. Gordon McLester, Tribal Secretary
Oneida Business Committee