



Oneida Business Committee

Executive Session

9 a.m. Monday, May 11, 2015

Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting

9 a.m. Wednesday, May 13, 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**
 - A. Special recognition of Shirley Hill**
Sponsor: Tina Danforth
- III. Adopt the agenda**
- IV. Oaths of Office**
 - A. Oneida Airport Hotel Corporation** – Janice Skenandore-Hirth
 - B. Environmental Resource Board** – Gerald W. Jordan
- V. Minutes**
 - A. Approve April 22, 2015 regular meeting minutes**
- VI. Resolutions**
 - A. Adopt resolution titled Indian Child Welfare Act Policy**
Sponsor: Lisa Summers, Tribal Secretary
 - B. Adopt resolution titled Real Property Law Amendments**
Sponsor: Brandon Stevens, Councilman
 - C. Adopt resolution titled Leasing Law**
Sponsor: Brandon Stevens, Councilman
 - D. Adopt resolution titled Supporting the Application for a U.S. Department of Energy Grant: Deployment of Clean Energy and Energy Efficiency Projects on Indian Lands Funding Opportunity Announcement #: DE-FOA-0001021**
Sponsor: Pat Pelky, Division Director/Environmental, Health, & Safety

- E. Adopt resolution title Utilities Rate Increase**
Sponsor: Trish King, Tribal Treasurer
- F. Adopt resolution titled Amending Resolution # BC-09-24-14-D Appointment of Liaison Responsibilities for Organization Entities**
Sponsor: Lisa Summers, Tribal Secretary

VII. Appointments

- A. Appoint Beverly Skenandore to the Oneida Child Protective Board**
Sponsor: Tina Danforth, Tribal Chairwoman
- B. Appoint Sylvia Cornelius to the Oneida Nation Arts Board**
Sponsor: Tina Danforth, Tribal Chairwoman
- C. Appoint Patricia Moore to the Anna John Resident Centered Care Community Board**
Sponsor: Tina Danforth, Tribal Chairwoman
- D. Appoint Patricia Denny and Sharon Alvarez to the Oneida Personnel Commission**
Sponsor: Tina Danforth, Tribal Chairwoman

VIII. Standing Committees

- A. Legislative Operating Committee**
Sponsor: Councilman Brandon Stevens, Chair
 - 1. Accept the Legislative Operating Committee meeting minutes of April 15, 2015**
- B. Finance Committee**
Sponsor: Treasurer Trish King, Chair
 - 1. Approve Finance Committee meeting minutes of May 04, 2015**
- C. Community Development Planning Committee**
Sponsor: Vice-Chairwoman Melinda J. Danforth, Chair
 - 1. Approve Community Development Planning Committee meeting minutes of March 03, 2015**
- D. Quality of Life**
Sponsor: Councilwoman Fawn Billie, Chair
 - 1. Approve the Quality of Life meeting minutes of April 09, 2015**

IX. General Tribal Council

- A. Petitioner Madelyn Genskow: Request Special GTC meeting to address 6 resolutions**
Sponsor: Lisa Summers, Tribal Secretary
Excerpt from April 22, 2015: Motion by Lisa Summers to accept the legislative analyses for Resolutions 1-6 and provide an additional 60 days for the Law and Finance offices to complete their portions of the analyses, seconded by Jennifer Webster. Motion carried unanimously.
- B. Petitioner Frank Cornelius: Special GTC meeting to address four resolutions**
Sponsor: Lisa Summers, Tribal Secretary
- C. Amend the 2015 Semi-Annual GTC meeting agenda**
Sponsor: Lisa Summers, Tribal Secretary

X. Unfinished Business *(No Requested Action)***XI. Tabled Business** *(No Requested Action)***XII. New Business**

- A. Approve the Early Head Start Facility CIP # 14-013 Option II project package and activate \$1,961,000**
Sponsor: Troy Parr, Asst. Division Director/Development
- B. Approve the Alternate Wage Plan**
Sponsor: Trish King, Tribal Treasurer
- C. Approve the reposting the Pardon and Forgiveness Screening Committee-Elder Alternate position**
Sponsor: Tina Danforth, Tribal Chairwoman
- D. Approve the SEOTS Advisory Board request for the Indian Summer Festival**
Sponsor: Tina Danforth, Tribal Chairwoman
- E. Approve funding request of \$27,035 for 9 adults & 15 middle school students for an Oneida Youth Leadership trip to Washington D.C., Jun. 14-20, 2015**
Sponsor: Tina Danforth, Tribal Chairwoman
- F. Approve the consultation comment letter in regards to the Indian Child Welfare Act update**
Sponsor: Nathan King, Director of Intergovernmental Affairs and Communications
- G. Discuss policy direction for contracted position**
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman
- H. Approve the nine requested actions for Business Committee Follow-Ups**
Sponsor: Lisa Summers, Tribal Secretary
- I. Support the request for 1 hour of volunteer time from the Business Committee and assistants for the Woodland Indian Art Show and Market Place held Jun. 12-14, 2015**
Sponsor: Jennifer Webster, Councilwoman
- J. Approve the MOA titled Indian Health Services Project BE-15-J50 contract # 2015-0386**
Sponsor: Bruce Danforth, Asst. Division Director/Development Operations
- K. Approve the Amendment to the Oneida Tribe of Indians of Wisconsin Per Capita Trust Agreement**
Sponsor: Susan White, Director Trust/Enrollment

XIII. Travel**A. Travel Reports**

- 1. Accept the travel report for Tribal Vice-Chairwoman Melinda J. Danforth for the Ohero:kon Rites of Passage held at Akwesasne, NY – Apr. 28-May 01, 2015**
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman
- 2. Accept the travel report for Tribal Vice-Chairwoman Melinda J. Danforth for the TTAG meeting with MN Tribes & HHS Region 5 Consultation held at Shakopee, MN & Carleton, MN – Feb. 17-18, 2015.**
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

B. Travel Requests

1. **Approve travel procedural exception for approximately 17 people to attend the Wisconsin Gaming Regulators meeting held in Lac Du Flambeau, WI – Jun. 10-12, 2015**
Sponsor: Mark A. Powless, Chairman/Oneida Gaming Commission
2. **Approve the grant funded travel request for Tribal Vice-Chairwoman Melinda J. Danforth to attend the BALAC Kick-Off meeting event held in Chicago, IL – Jun. 10-11, 2015**
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

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

1. **Accept the Government Services Division FY '15 2nd quarter report**
Sponsor: Don White, Division Director/Government Services
2. **Accept the Human Resource Department FY '15 2nd quarter report**
Sponsor: Geraldine Danforth, Area Manager/Human Resource Department
3. **Accept the Human Resource Department FY '14 4th quarter report**
Sponsor: Geraldine Danforth, Area Manager/Human Resource Department

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

1. **Accept the Southeast Oneida Tribal Services Advisory Board FY '15 2nd quarter report -**
Daniel Schiller, Chairman
Liaison: Tina Danforth, Tribal Chairwoman
Excerpt from April 22, 2015: (1) Motion by Motion by Trish King to defer the Southeast Oneida Tribal Services Advisory Board FY '15 2nd quarter report to the next Oneida Business Committee regular meeting, seconded by Jennifer Webster. Motion carried with one abstention. (2) Motion by Lisa Summers to direct the liaison Tribal Chairwoman Tina Danforth to have additional dialogue with the Southeast Oneida Tribal Services Advisory Board's Chairman or the Board to determine how to bring them into compliance with reporting, seconded by Jennifer Webster. Motion carried with one abstention. (3) Motion by Motion by Jennifer Webster withhold the stipends for the Southeast Oneida Tribal Services Advisory Board until the report is submitted and accepted, seconded by Lisa Summers. Motion carried with one abstention.
2. **Accept the Oneida Gaming Commission FY '15 2nd quarter report – Mark Powless, Chairman**
Liaison: Brandon Stevens, Councilman
3. **Accept the Oneida Nation Commission on Aging FY '15 2nd quarter report – Wes Martin Jr., Chairman**
Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman
4. **Accept the Oneida Personnel Commission FY '15 2nd quarter report – Susan Daniels, Chairwoman**
Liaison: Lisa Summers, Tribal Secretary
Excerpt from April 22, 2015: Motion by Lisa Summers to defer the Oneida Personnel Commission FY '15 2nd quarter report back to the Chairperson of the Commission for clarification on the fourth paragraph of the Chairwoman's Personal Comments section, seconded by Jennifer Webster. Motion carried with one abstention.

XV. Executive Session**A. Reports**

1. **Chief Counsel report** – Jo Anne House, Chief Counsel
2. **Chief Financial Officers report** – Larry Barton, Chief Financial Officer
Excerpt from April 22, 2015: Motion by Lisa Summers to defer the Chief Financial Officer's report, seconded by Fawn Billie. Motion carried unanimously.

B. Audit Committee

Sponsor: Councilman Tehassi Hill, Chair

1. **Accept the Audit Committee meeting minutes of March 12, 2015**
2. **Accept the Three Card Poker Rules of Play Audit and approve lifting the confidentiality requirement for Tribal members to view the audit**
3. **Approve All Points Intel LLC contract # 2015-0353**

C. Unfinished Business

1. **Approve the Attorney Sweeny contract # 2015-0096**

Sponsor: Lisa Summers, Tribal Secretary

Excerpt: from April 08, 2015: Motion by Melinda J. Danforth to direct the Personnel Commission liaison, Tribal Secretary Summers, to contact the Personnel Commission regarding the alternative language addressing the retainer and the maximum contract amount, seconded by Trish King. Motion carried unanimously.

Excerpt from March 25, 2015: Motion by Melinda J. Danforth to defer this item to the next regular Business Committee meeting and to direct Tribal Secretary, as the liaison to the Personnel Commission, to coordinate the answers to the questions that were given yesterday, seconded by Tehassi Hill. Motion carried unanimously.

2. **Clarify the Business Committee members responsible for complaint # 2015-DR06-01**

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from April 22, 2015: Motion by Trish King to assign Jennifer Webster, David Jordan, and Brandon Stevens to hear complaint # 2015-DR06-01, seconded by Lisa Summers. Motion carried unanimously.

3. **Determine next steps for Gaming General Manager contract**

Sponsor: Fawn Billie, Councilwoman

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. **Determine next steps for Chief Counsel contract**

Sponsor: Fawn Billie, Councilwoman

Excerpt from April 08, 2015: 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.

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.

5. OSGC Agent and Corporate Charter

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from April 22, 2015: (1) Motion by Trish King to accept the report on the Oneida Seven Generations Corporation's Agent and Corporate Charter, seconded by Jennifer Webster. Motion carried unanimously. (2) Motion by Jennifer Webster to direct the Tribal Secretary and Chief Counsel to follow-up on this, seconded by Trish King. Motion carried unanimously. (3) Motion by Jennifer Webster to direct the Law Office to oversee and have primary responsibility to manage this contract and report back at the next Oneida Business Committee regular meeting, seconded by Fawn Billie. Motion carried unanimously.

6. Review complaint re: Oneida Personnel Commission dated April 13, 2015

Sponsor: Tina Danforth, Tribal Chairwoman

Excerpt from April 22, 2015: Motion by Lisa Summer to defer this request to the Tribal Chairwoman's office and note the request to move the complaint to the Tribal Chairwoman's office is at this request of the complainant, seconded by Jennifer Webster. Motion carried unanimously.

D. Tabled Business (No Requested Action)

E. New Business

1. Accept the litigation update regarding complaint # 15-cv-445

Sponsor: Tina Danforth, Chairwoman

2. Approve the one new enrollment

Liaison: Brandon Stevens, Councilman

3. Address Tribal member concern regarding PM Productions

Sponsor: Tina Danforth, Tribal

XVI. Adjourn

Posted on the Tribe's official website, www.oneida-nsn.gov, at 2:00 p.m. Friday, May 08, 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 Meeting Agenda Request Form

1. Meeting Date Requested: 05 / 13 / 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:

[Empty text box for session justification]

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

Recognition of Shirley Hill

Action requested (choose one)

- Information only
 Action - please describe:

[Empty text box for action description]

3. Justification

Why BC action is required (see instructions):

The family of Shirley Hill is asking for her to be recognized for her years of service to the tribe, not only in employment but also with her dedication to our tribe.

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. [Empty box] 2. [Empty box] 3. [Empty box] 4. [Empty box]

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Cristina Danforth, Tribal Chairwoman

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

Mary C. Graves

From: Racquel L. Hill
Sent: Wednesday, April 15, 2015 3:00 PM
To: Cristina S. Danforth
Cc: Mary C. Graves
Subject: FW: Write up - please add/change do whatever.

Hi Tina. I've been thinking about how so many others have been recognized over the years and am wondering if my Mom could be recognized for all her efforts and the hard work she put into making this Tribe a better place and increasing the quality of life for so many.

She was on the Gaming Commission for 15 years and 9 years on the BC prior to that. She founded the AmerIndian Center back in 1976 with grants from the Federal government and provided housing to the homeless, having personal relationships with the mentally & physically challenged when most people would only turn a blind eye. She has a Master's degree from School of Hard Knocks. She wants to work still today, and has been hired in Custodial. Almost 81 years old and this is the thanks she gets? She called me up happy to share the news of landing a job but I find it very difficult to be happy for her. Could you please consider doing something to honor her?


Thank you for your time and consideration. I truly appreciate you giving this some thought. If there is a process to follow in regards to my request, please let me me know what that process is.

Rocky

SHIRLEY M. HILL

2928 Commissioner Street - P.O. Box 63 • Oneida, WI 54155 • (920) 869-1506

OBJECTIVE

To be employed in a leadership role with clear, visible values with high expectations to maintain the stability and success of the Oneida Nation while continuously striving for improvement and learning within myself.

EMPLOYMENT

Administrative Assistant III
Oneida Gaming Commission

JUNE 2004 - AUGUST 2004
Oneida, WI

Duties and Responsibilities:

Assistant to the Gaming Commission Chairwoman in the absence of the Administrative III that was on maternity leave.

GAMING COMMISSIONER
Oneida Gaming Commission

OCTOBER 1999 - AUGUST, 2014
Oneida, WI

Duties and Responsibilities:

During the one 4-year term and two 5-year terms that I served, acted in the roles as Commissioner, Secretary, Vice Chairperson, and Chairperson and was responsible to monitor and track Gaming Slot Machine activity, review all Federal, State and Tribal Gaming related laws, codes and ordinances, including Gaming and Gaming Commission Policy and Procedures. Developed various new and revised policy and procedures for the Commissions consideration. Reviewed applicants files and records for the purpose of awarding a Work Permit or License. Participated in hearings of denied, revoked, or suspended applicants or licensed employees. Communicated with Federal, State, and Tribal Officials as necessary. Devised a tracking system for Gaming Standard Operating Procedures. Tracked online over/short reports of the Cage and Vault.

COUNCIL MEMBER
Oneida Business Committee

AUGUST 1991 - AUGUST 1999
Oneida, WI

Duties and Responsibilities:

Elected to three (3) consecutive terms on the Oneida Business Committee. During those terms I served on several Boards, Committees, and Commissions in different capacities such as Liaison, Chair-person, Secretary, etc.

UNITED AMERINDIAN CENTER DIRECTOR
United AmerIndian Center

JULY 1978 - AUGUST 1991
Green Bay, WI

Duties and Responsibilities:

In 1983 I formed a 501(C)(3) Charitable Incorporation with a Board of Directors, independent of the Oneida Tribe. Wrote the grant to Indian Health Services to fund the United Amerindian Center, Inc. Administer the United Amerindian Center Contract under Indian Health Services. Develop programs and projects for Native Americans that resided outside the Oneida Reservation boundaries. Research funding and write grants. Communicate with other Tribes as to co-operative agreements. Founded the largest Homeless Shelter project in the State of Wisconsin. Established a Head Start Program with the assistance of the Oneida Tribe. Other projects developed were an AODA program, Elderly and Youth program, Aids Prevention program, Urban Indian Ministries, Veterans Assistance, Consortium with the local law enforcement agencies, etc.

URBAN INDIAN DEVELOPMENT MANAGER
Oneida Tribe of Indians

July 1976 - July 1978
Green Bay, WI

Duties and Responsibilities:

Survey the needs of the Urban Native American population and establish a program to assist them
 Managed the staffing need to accomplish that goal.

EDUCATION

HIGH SCHOOL
Northeast Wisconsin Technical College GED

SEPTEMBER 1976
Green Bay, WI

SPECIAL SKILLS & ACHIEVEMENTS

- National Indian Gaming Commission (NIGC) Training November 2003
- National Indian Gaming Commission (NIGC) Workshop 2002
- Gaming Laboratories International Inc. Training 2002
- NIGA Gaming Commissioner Certification 2001
- Casino Regulatory Training 2000
- Oneida HRD Interview Skills Training 1999
- UW Oshkosh: Decision Making and Control Workshop 1998
- Steven Covey's The Seven Habits of Highly Effective People 1995
- Falmouth Institute: Indian Preference and the Buy Indian Act Training 1995
- National Indian Justice Center: Indian Housing Law Training 1995
- Falmouth Institute: Robert's Rules of Order 1992
- UW Oshkosh: Controlling the Activities of Organizations Training 1991
- Liaison and participant on various boards and committees while serving in capacity as Council Member
 - Trust/Enrollments
 - Audit
 - LOC Chairperson
 - Pardon Committee Chairperson
 - Room Tax Task Force
 - Hobart Service Agreement
 - Oneida Housing Authority Board
 - Comprehensive Housing Planning Committee
 - Construction Committee
 - Personnel Policy Steering Committee
 - Monitoring

REFERENCES

Available upon request.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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:

Administer Oath of Office to Janice Hirth to the Oneida Airport Hotel Corporation

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Kathleen M. Metoxen, Executive Tribal Clerk/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:

The posting was in the March 19, 2015 issue of the Kalihwisaks for one (1) vacancy on the Oneida Airport Hotel Corporation for a five (5) year term with the deadline of April 3, 2015. There was two (2) applicants for the one (1) vacancy on the Oneida Airport Hotel Corporation. The appointment was made on the April 22, 2015 BC Agenda.

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

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

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

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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:

Administer Oath of Office to Gerald Jordan for the Environmental Resource 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:

Primary Requestor:

Kathleen M. Metoxen, Executive Tribal Clerk/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:

The posting was in the February 5, 2015 issue of the Kalihwisaks for four (4) vacancies on the Environmental Resource Board for a three (3) year term with the deadline of March 6, 2015. There were six (6) applicants for the four (4) vacancies on the Environmental Resource Board. The appointment was made on the April 22, 2015 BC Agenda.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org



Oneida Business Committee

Executive Session
9 a.m. Tuesday, April 21, 2015
Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting
9 a.m. Wednesday, April 22, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes-DRAFT

EXECUTIVE SESSION

Present: Melinda J. Danforth, Lisa Summers, Trish King, Fawn Billie, Brandon Stevens; Jennifer Webster;

Not Present: Tina Danforth;

Arrived at: Tehassi Hill arrived at 9:27 a.m.;

Others present: Jo Anne House, Ralinda Ninham-Lamberies, James Bittorf, Kelly McAndrews, Michele Doxtator;

REGULAR MEETING

Present: Vice-Chairwoman Melinda J. Danforth, Treasurer Trish King, Secretary Lisa Summers, Council members: David Jordan, Fawn Billie, Brandon Stevens, Jennifer Webster;

Not Present: Chairwoman Tina Danforth, Councilman Tehassi Hill;

Arrived at:

Others present: Brad Graham, Bill Graham, Arlie Doxtator, Lloyd E. Powless, Mary Anne Kruckeberg, Gerald L. Hill, Jeff Mears, Rae Skenandore, Racquel Hill, Kerry Kennedy, Carol Elm, Leyne Orosco, Troy D. Parr, Mike Finn, Michelle Mays, Jennifer Falck, John L. Breuninger, Debbie Danforth, Bridget E. John, Gina Buenrostro;

- I. **Call to Order and Roll Call** meeting called to order by Vice-Chairwoman Melinda J. Danforth at 9:00 a.m.
- II. **Opening** by Tribal member Arlie Doxtator
- III. **Adopt the agenda**
Agenda item XII.A. Declare 2015 special election to fill Oneida Business Committee vacancy final results should be moved to the top of the agenda
 Motion by Jennifer Webster to adopt the agenda with two changes (delete IX.B. Place General Tribal Council Law on next available GTC agenda and to move agenda item XII.A. Declare 2015 special election to fill Oneida Business Committee vacancy final results to before the Oaths of Office), seconded by Lisa Summers. Motion carried unanimously:
 Ayes: Trish King, Fawn Billie, Lisa Summers, Brandon Stevens, Jennifer Webster
 Not Present: Tina Danforth, Tehassi Hill
- IV. **Oaths of Office** administered by Chief Judge of the Appellate Court, Hon. Gerald L. Hill
 A. **Oneida Business Committee** – David Jordan

Councilman David Jordan departs at 9:11 a.m.

V. **Minutes**

A. Approve April 08, 2015 regular meeting minutes

Motion by Brandon Stevens to approve the April 08, 2015 regular meeting minutes, seconded by Fawn Billie.
Motion carried unanimously:

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

VI. Resolutions**A. Adopt resolution titled Older American Month**

Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Jennifer Webster to adopt resolution 04-22-15-A Older American Month, seconded by Fawn Billie.
Motion carried unanimously:

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

B. Adopt resolution titled ONGO Emergency Amendments Extension

Sponsor: Councilman Brandon Stevens, Chair – Legislative Operating Committee

Motion by Brandon Stevens to adopt resolution 04-22-15-B ONGO Emergency Amendments Extension, seconded by Fawn Billie. Motion carried unanimously:

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

C. Adopt resolution titled Motor Vehicle Registration Law Amendments

Sponsor: Councilman Brandon Stevens, Chair – Legislative Operating Committee

Motion by Brandon Stevens to adopt resolution 04-22-15-C Motor Vehicle Registration Law Amendments, seconded by Jennifer Webster. Motion carried unanimously:

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

D. Adopt resolution titled Motor Vehicle Registration Fee Schedule

Sponsor: Councilman Brandon Stevens, Chair – Legislative Operating Committee

Motion by Brandon Stevens to adopt resolution 04-22-15-D Motor Vehicle Registration Fee Schedule, seconded by Lisa Summers. Motion carried unanimously:

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

E. Adopt resolution titled Indian Child Welfare Act Policy

Sponsor: Lisa Summers, Tribal Secretary

Motion by Trish King to defer resolution titled Indian Child Welfare Act Policy to the next regular Business Committee meeting and forward the resolution to the Legislative Operating Committee for a statement of Effect, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Lisa Summers, Brandon Stevens, Jennifer Webster
Not Present: David Jordan, Tina Danforth, Tehassi Hill
For the record: Trish King stated to direct the Legislative Operating Committee and work team to make sure, the Oneida Child Protective Board did receive the revised resolution and for the Board to acknowledge back to the Business Committee they have received the revised resolution.

F. Adopt resolution titled Future Years Funding per Referenced Funding Agreements Under the Tribal Transportation Program

Sponsor: Troy D. Parr, Asst. Division Director/Development

Motion by Jennifer Webster to adopt resolution 04-22-15-E Future Years Funding per Referenced Funding Agreements Under the Tribal Transportation Program, seconded by Lisa Summers. Motion carried unanimously:

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

G. Adopt resolution titled Appointment of Brandon Stevens, Council Member on behalf of the Oneida Tribe to the Haskell Indian Nations University Board of Regents and identify Norbert Hill, Jr., as Alternate

Sponsor: Brandon Stevens, Councilman

Motion by Lisa Summers to adopt resolution 04-22-15-F Appointment of Brandon Stevens, Council Member on behalf of the Oneida Tribe to the Haskell Indian Nations University Board of Regents and identify Norbert Hill, Jr., as an Alternate, seconded by Fawn Billie. Motion carried unanimously:

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

VII. Appointments

A. Appoint Janice Hirth to the Airport Hotel Corporation Board

Sponsor: Tina Danforth, Tribal Chairwoman

Motion by Trish King to appoint Janice Hirth to the Airport Hotel Corporation board, seconded by Fawn Billie. Motion carried unanimously:

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

B. Appoint Dakota Webster, Gerald Jordan, Gerald Cornelius, and Nicole Steeber to the Environmental Resource Board

Sponsor: Tina Danforth, Tribal Chairwoman

Motion by Jennifer Webster to accept the recommendation of the Environmental Resource Board to appoint Richard Baird, Tom Oudenhoven, Nicole Steeber, and Gerald Jordan to the Board, seconded by Trish King. Motion declared out of order.

Motion by Trish King to appoint Gerald Jordan and Nicole Steeber to the Environmental Resource Board and defer the other recommendations back to the Tribal Chairwoman's office to work with the Environmental Resource Board on a recommendation for the Oneida Business Committee's final approval, seconded by Brandon Stevens. Motion carried with one opposed and one abstention:

Ayes: Trish King, Fawn Billie, Brandon Stevens
Opposed: Jennifer Webster
Abstained: Lisa Summers
Not Present: David Jordan, Tina Danforth, Tehassi Hill
For the record: Lisa Summers stated I am abstaining because I do have a conflict of interest because one of the applicants is a direct relative of mine.

Motion by Lisa Summers to direct the Comprehensive Policy Governing Boards, Committees, and Commissions appointment process be sent back to the Legislative Operating Committee for amendments and to bring back a recommendation on clarifying the process, seconded by Fawn Billie. Motion carried unanimously:

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

VIII. Standing Committees

A. Legislative Operating Committee

Sponsor: Councilman Brandon Stevens, Chair

1. Accept Legislative Operating Committee meeting minutes of March 18, 2015

Motion by Brandon Stevens to accept the Legislative Operating Committee meeting minutes of March 18, 2015, seconded by Jennifer Webster. Motion carried unanimously:

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

2. Accept Legislative Operating Committee meeting minutes of April 03, 2015

Motion by Fawn Billie to accept the Legislative Operating Committee meeting minutes of April 03, 2015, seconded by Lisa Summers. Motion carried unanimously:

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

3. Approve Pow-wow Committee Bylaws

Motion by Lisa Summers to approve the recommended changes to the Oneida Pow-wow Committee Bylaws with the exclusion of the provisions §1-4.(e)(1) and §1-4.(e)(2), seconded by Brandon Stevens. Motion carried with two opposed:

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

B. Finance Committee

Sponsor: Treasurer Trish King, Chair

1. Approve Finance Committee meeting minutes of April 13, 2015

Motion by Jennifer Webster to approve the Finance Committee meeting minutes of April 13, 2015, seconded by Fawn Billie. Motion carried unanimously:

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

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

Sponsor: Vice-Chairwoman Melinda J. Danforth, Chair

D. Quality of Life *(No Requested Action)*

Sponsor: Councilwoman Fawn Billie, Chair

IX. General Tribal Council

A. Petition: Genskow-Special GTC meeting to address six resolutions

1. Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to accept the legislative analyses for Resolutions 1-6 and provide an additional 60 days for the Law and Finance offices to complete their portions of the analyses, seconded by Jennifer Webster.

Motion carried unanimously:

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

~~**B. Place General Tribal Council Law on next available GTC agenda**~~ *(Deleted at the adoption of the agenda)*

C. Petition: Genskow-Special GTC meeting to address three resolutions

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to accept the verified petition submitted by Madelyn Genskow; to send the verified petition to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance, and Legislative Reference offices to submit the analyses to the Tribal Secretary's office within 60 days, and that a progress report is submitted in 45 days; to direct the Direct Report offices to submit the appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Lisa Summers. Motion carried unanimously:

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

D. Petition: Genskow-Special Saturday GTC meeting to address four resolutions

Sponsor: Lisa Summers, Tribal Secretary

Motion by 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:

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

E. Discuss and Approve 2015 Semi-Annual GTC meeting agenda

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to verify and accept the 2015 Semi-Annual GTC meeting agenda and the deadline for all materials for the agenda items are due May 08, 2015, to the Tribal Secretary's office in order to make the printing deadlines, seconded by Trish King. Motion carried unanimously:

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

Amendment to the main motion by Lisa Summers to include "B. Litigation Update" under New Business, seconded by Jennifer Webster. Motion carried unanimously:

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

Motion by Lisa Summers to notice all parties, that all materials for every agenda item, need to be submitted to the Tribal Secretary's office no later than May 08, 2015, seconded by Jennifer Webster. Motion carried with one abstention:

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

Motion by Fawn Billie to delete "4. March 28, 2015 meeting minutes" under New Minutes, seconded by Lisa Summers. Motion carried unanimously:

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

X. Unfinished Business

A. Defer the Joint Marketing Team charter

Sponsor: Trish King, Tribal Treasurer

Excerpt from January 14, 2015: Motion by Lisa Summers to direct the Joint Marketing Team to become a formally chartered entity for the operations and with our corporate entities within 90 days and that the Treasurer take the lead for the Business Committee since it has primarily to do with the financial planning aspect and the budgeting purposes, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Lisa Summer to defer this item for 60 days, seconded by Fawn Billie. Motion carried unanimously:

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

XI. Tabled Business (No Requested Action)

XII. New Business

A. Declare 2015 special election to fill Oneida Business Committee vacancy final results

Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Jennifer Webster to certify the results from the 2015 special election to fill Oneida Business Committee vacancy final report, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Lisa Summers, Brandon Stevens, Jennifer Webster
 Not Present: Tina Danforth, Tehassi Hill

XIII. Travel

A. Travel Reports

1. Accept travel report for Tribal Vice-Chairwoman Melinda J. Danforth – MMPC & TTAG – Washington D.C., – Nov. 18-20, 2014

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Jennifer Webster to accept the travel report for Tribal Vice-Chairwoman Melinda J. Danforth – MMPC & TTAG – Washington D.C. – Nov. 18-20, 2014, seconded by Fawn Billie. Motion carried unanimously:

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

2. Accept travel report for Councilwoman Fawn Billie – MAST – Washington D.C. – Mar. 08-11, 2015

Sponsor: Fawn Billie, Councilwoman

Motion by Brandon Stevens to accept the report for Councilwoman Fawn Billie – MAST – Washington D.C. – Mar. 08-11, 2015, seconded by Lisa Summers. Motion carried unanimously:

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

3. Accept travel report for Councilman Tehassi Hill – UW/Madison Native Nations Summit – Madison, WI – Mar. 12-13, 2015

Sponsor: Tehassi Hill, Councilman

Motion by Fawn Billie to accept the travel report for Councilman Tehassi Hill – UW/Madison Native Nations Summit – Madison, WI – Mar. 12-13, 2015, seconded by Trish King. Motion carried unanimously:

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

Motion by Lisa Summers to forward items 1-3 identified in the travel report to the Intergovernmental Affairs and Communications office for tracking, seconded by Trish King. Motion carried unanimously:

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

4. Accept travel report for Councilman Brandon Stevens – NIGA – San Diego, CA – Mar. 30-Apr. 02, 2015

Sponsor: Brandon Stevens, Councilman

Motion by Lisa Summers to accept the travel report for Councilman Brandon Stevens – NIGA – San Diego, CA – Mar. 30-Apr. 02, 2015, seconded by Trish King. Motion carried unanimously:

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

5. Accept travel report for Councilman Brandon Stevens – Haskell Board of Regents – Lawrence, KS – Oct. 08-10, 2014

Sponsor: Brandon Stevens, Councilman

Motion by Jennifer Webster to accept the travel report for Councilman Brandon Stevens – Haskell Board of Regents – Lawrence, KS – Oct. 08-10, 2014, seconded by Fawn Billie. Motion carried unanimously:

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

Motion by Brandon Stevens to direct Chief Council to draft a resolution for Norbert Hill as an alternate for Haskell Board of Regents, seconded by Trish King. Motion carried unanimously:

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

Motion by Lisa Summers to move the approval of the resolution to the end of the agenda, seconded by Fawn Billie. Motion carried unanimously:

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

B. Travel Requests**1. Approve grant funded travel request for Councilwoman Jennifer Webster – CCDF – Washington D.C. – May. 18-21, 2015**

Sponsor: Jennifer Webster, Councilwoman

Motion by Lisa Summers to appoint Councilwoman Jennifer Webster as the liaison for the Child Care & Development Fund, seconded by Trish King. Motion carried unanimously:

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

Motion by Lisa Summers to approve the grant funded travel request for Councilwoman Jennifer Webster – CCDF – Washington D.C., – May. 18-21, 2015, seconded by Trish King. Motion carried unanimously:

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

2. Approve travel request for Councilwoman Fawn Billie, Vice-Chairwoman Melinda J. Danforth, Councilman Brandon Stevens – NCAI – St. Paul, MN – Jun. 28-Jul 01, 2015

Sponsor: Fawn Billie, Councilwoman

Motion by Jennifer Webster to approve the travel request for Councilwoman Fawn Billie, Vice-Chairwoman Melinda J. Danforth, Councilman Brandon Stevens – NCAI – St. Paul, MN – Jun. 28-Jul 01, 2015, seconded by Trish King. Motion carried unanimously:

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

3. Approve grant funded travel request for Councilman Brandon Stevens – Haskell Spring Board of Regents – Lawrence, KS – May. 06-09, 2015

Sponsor: Brandon Stevens, Councilman

Motion by Jennifer Webster to approve the grant funded travel request for Councilman Brandon Stevens – Haskell Spring Board of Regents – Lawrence, KS – May. 06-09, 2015, seconded by Fawn Billie. Motion carried unanimously:

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

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

Vice-Chairwoman Melinda J. Danforth called the meeting back into session at 1:30 p.m.

*Tribal Chairwoman Tina Danforth, Councilman Brandon Stevens and Councilman Tehassi Hill are not present.***A. Operational Reports****1. Utilities Department**

Sponsor: Scott Cottrell, Manager/Utilities

a) Accept the Utilities Department FY '15 1st quarter report*Excerpt from April 08, 2015: Motion by Lisa Summer to defer the Utilities Department FY '15 1st quarter report to the next regular Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.*

Motion by Lisa Summers to accept the Utilities Department FY '15 1st quarter report, seconded by Fawn Billie. Motion carried with one abstention:

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

b) Accept the Utilities Department FY '15 2nd quarter report

Motion by Lisa Summers to accept the Utilities Department FY '15 2nd quarter report, seconded by Jennifer Webster. Motion carried with one abstention:

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

Abstained: David Jordan
 Not Present: Tina Danforth, Brandon Stevens, Tehassi Hill

2. Accept the Environmental, Health, & Safety Division FY '15 2nd quarter report

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

Excerpt from April 08, 2015: Motion by Lisa Summers to defer the Environmental, Health, & Safety Division FY '15 2nd quarter report to the next regular Business Committee meeting on April 22, 2015, seconded by Jennifer Webster. Motion carried with one abstention:

Motion by Jennifer Webster to accept the Environmental, Health, & Safety Division FY '15 2nd quarter report, seconded by Lisa Summers. Motion carried with one abstention:

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

3. Accept the Development Division/Operations FY '15 2nd quarter report

Sponsor: Bruce A. Danforth, Asst. Division Director/Development Operations

Excerpt from April 08, 2015: Motion by Lisa Summers to defer the Development Division/Operations FY '15 2nd quarter report to the next regular Business Committee meeting and to request the Tribal Secretary's Office to notify the Assistant Development Director of Operations to attend, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Jennifer Webster to accept the Development Division/Operations FY '15 2nd quarter report, seconded by Fawn Billie. Motion carried with one abstention:

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

4. Accept the Comprehensive Health Division FY '15 2nd quarter report

Sponsor: Debra J. Danforth, Operations Director/ Dr. Ravi Vir, Medical Director

Excerpt from April 08, 2015: Motion by Lisa Summers to defer the Comprehensive Health Division FY '15 2nd quarter report to the April 22, 2015 Business Committee regular meeting, seconded by Brandon Stevens. Motion carried unanimously:

Motion by Jennifer Webster to accept the Comprehensive Health Division FY '15 2nd quarter report, seconded by Lisa Summers. Motion carried with one abstention:

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

B. Corporate Reports (No Requested Action)

C. Boards Committees and Commissions

1. Accept the Oneida Community Library Board FY '15 2nd quarter report

Liaison: Fawn Billie, Councilwoman Melinda K. Danforth, Chairwoman

Excerpt from April 08, 2015: Motion by Lisa Summers to defer the Oneida Community Library Board FY '15 2nd quarter report to the next regular Business Committee meeting and have the liaison Councilwoman Fawn Billie, to follow-up with the Oneida Community Library Board to have a representative at the meeting, seconded by Fawn Billie. Motion carried unanimously.

Motion by Lisa Summers to accept the Oneida Community Library Board FY '15 2nd quarter report, seconded by Fawn Billie. Motion carried with one abstention:

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

2. Accept the Oneida Nation Arts Board FY '15 2nd quarter report

Liaison: Jennifer Webster, Councilwoman Nic Reynolds, Chairman

Excerpt from April 08, 2015: Motion by Jennifer Webster to defer the Oneida Nation Arts Board FY '15 2nd quarter report to the next regular Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously:

Motion by Jennifer Webster to accept the Oneida Nation Arts Board FY '15 2nd quarter report, seconded by Fawn Billie. Motion carried with one abstention:

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

3. Accept the Oneida Personnel Commission FY '15 2nd quarter report

Liaison: Lisa Summers, Tribal Secretary Susan Daniels, Chairwoman

Motion by Lisa Summers to defer the Oneida Personnel Commission FY '15 2nd quarter report back to the Chairperson of the Commission for clarification on the fourth paragraph of the Chairwoman's Personal Comments section, seconded by Jennifer Webster. Motion carried with one abstention:

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

4. Accept the Oneida Pow-Wow Committee FY '15 2nd quarter report

Liaison: Fawn Billie, Councilwoman Lloyd E. Powless Jr., Chairman

Motion by Jennifer Webster to accept the Oneida Pow-Wow Committee FY '15 2nd quarter report and to approve the procedural exception to allow payment for the three additional meetings in June 2015, seconded by Fawn Billie. Motion carried with one abstention:

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

5. Accept the Oneida Nation Veteran's Affairs Committee FY '15 2nd quarter report

Liaison: Jennifer Webster, Councilwoman Mike Hill, Chairman

Motion by Jennifer Webster to accept the Oneida Nation Veteran's Affairs Committee FY '15 2nd quarter report, seconded by Lisa Summers. Motion carried with one abstention:

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

Motion by Jennifer Webster to request the Legislative Operating Committee to develop a flag code policy and consider adding it to the active files list, seconded by Lisa Summers. Motion carried unanimously:

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

Motion by Lisa Summers to defer the Spirit of the Northwest Statue request to the Intergovernmental Affairs & Communications office for follow-up, seconded by Fawn Billie. Motion carried with one abstention:

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

6. Accept the Southeast Oneida Tribal Services Advisory Board FY '15 2nd quarter report
(No report submitted)

Liaison: Tina Danforth, Tribal Chairwoman Daniel Schiller Chairman

Motion by Trish King to defer the Southeast Oneida Tribal Services Advisory Board FY '15 2nd quarter report to the next Oneida Business Committee regular meeting, seconded by Jennifer Webster. Motion carried with one abstention:

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

Motion by Lisa Summers to direct the liaison Tribal Chairwoman Tina Danforth to have additional dialogue with the Southeast Oneida Tribal Services Advisory Board's Chairman or the Board to determine how to bring them into compliance with reporting, seconded by Jennifer Webster. Motion carried with one abstention:

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

Motion by Jennifer Webster withhold the stipends for the Southeast Oneida Tribal Services Advisory Board until the report is submitted and accepted, seconded by Lisa Summers. Motion carried with one abstention:

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

XV. Executive Session

A. Reports

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

Motion by Jennifer Webster to accept the Chief Counsel's verbal update regarding litigation, seconded by Lisa Summers. Motion carried unanimously:

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

2. Defer the Chief Financial Officers report – Larry Barton, Chief Financial Officer

Motion by Lisa Summers to defer the Chief Financial Officer's report, seconded by Fawn Billie. Motion carried unanimously:

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

3. Intergovernmental Affairs & Communications report¹ – Nate King, Director

Motion by Lisa Summers to assign Tribal Secretary Lisa Summers, Councilman Tehassi Hill, and Councilwoman Fawn Billie to the Oneida Service Agreement team, seconded by Fawn Billie. Motion carried unanimously:

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

Motion by Lisa Summers to appoint Tribal Treasurer Trish King to the Treasury Tribal Advisory Committee, seconded by Jennifer Webster. Motion carried unanimously:

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

B. Audit Committee *(No Requested Action)*

Sponsor: Councilman Tehassi Hill, Chair

C. Unfinished Business

1. Review Community Wells and Septic concerns

Sponsor: Tina Danforth, Tribal Chairwoman

Excerpt from April 04, 2015: Motion by Melinda J. Danforth to defer Review Community Wells and Septic agenda item to the next regular Business Committee meeting noting that there is a meeting scheduled with the Asst. Development Director/Operations and the Business Committee, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Lisa Summers to accept as information and to defer this back to the Oneida Business Committee reorganization work meetings, seconded by Jennifer Webster. Motion carried unanimously:

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

¹ There was no action was taken on the Intergovernmental Affairs & Communications report.

Motion by Brandon Stevens to direct the Tribal Secretary's office to follow-up with the Assistant Division Director of Development-Operations and Manager of Community Wells & Septic, seconded by Trish King. Motion carried unanimously:

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

2. Request to hear complaint # 2015-DR06-01

Sponsor: Lisa Summers, Tribal Secretary

Motion by Trish King to assign Jennifer Webster, David Jordan, and Brandon Stevens to hear complaint # 2015-DR06-01, seconded by Lisa Summers. Motion carried unanimously:

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

D. Tabled Business (No Requested Action)

E. New Business

1. Approve the limited waiver of sovereign immunity for LexisNexius-Time Matters Maintenance contract # 2015-0292

Sponsor: Jo Anne House, Chief Counsel

Motion by Jennifer Webster to approve the limited waiver of sovereign immunity for LexisNexius-Time Matters Maintenance contract # 2015-0292, seconded by Fawn Billie. Motion carried unanimously:

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

2. Approve the limited wavier of sovereign immunity for Thomson Reuters contract # 2014-0264

Sponsor: Gerald L. Hill, Chief Judge/Appellate Court & Denice E. Beans, Chief Judge/Trial Court

Motion by Jennifer Webster to approve the limited wavier of sovereign immunity for Thomson Reuters contract # 2014-0264, seconded by Fawn Billie. Motion carried unanimously:

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

3. Review complaint re: Oneida Personnel Commission dated April 13, 2015

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summer to defer this request to the Tribal Chairwoman's office and note the request to move the complaint to the Tribal Chairwoman's office is at this request of the complainant, seconded by Jennifer Webster. Motion carried unanimously:

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

4. Approve the Attorney Locklear contract renewal correspondence

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to retro approve, to March 20, 2015, of the Attorney Locklear contract # 2014-0247, seconded by Fawn Billie. Motion carried unanimously:

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

Motion by Lisa Summers to direct Intergovernmental Affairs & Communications to manage and oversee this contract, seconded by Trish King. Motion carried unanimously:

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

5. OSGC Agent and Corporate Charter

Sponsor: Lisa Summers, Tribal Secretary

Motion by Trish King to accept the report on the Oneida Seven Generations Corporation's Agent and Corporate Charter, seconded by Jennifer Webster. Motion carried unanimously:

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

Motion by Jennifer Webster to direct the Tribal Secretary and Chief Counsel to follow-up on this, seconded by Trish King. Motion carried unanimously:

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

Motion by Jennifer Webster to direct the Law Office to oversee and have primary responsibility to manage this contract and report back at the next Oneida Business Committee regular meeting, seconded by Fawn Billie. Motion carried unanimously:

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

6. Approve fourth amendment to attorney contract #2011-0314

Sponsor: Jo Anne House, Tribal Secretary

Motion by Lisa Summers to approve the fourth amendment to attorney contract # 2011-0314, seconded by Jennifer Webster. Motion carried unanimously:

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

Motion by Lisa Summers to recess at 10:51 p.m. and reconvene at 1:30 p.m., seconded by Trish King. Motion carried unanimously:

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

XVII. Adjourn

Motion by Fawn Billie to adjourn at 3:02 p.m., seconded by David Jordan. Motion carried unanimously:

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

Minutes prepared by Chad Wilson, Project Manager
Minutes approved as presented/corrected on _____.

Lisa Summers, Tribal Secretary
ONEIDA BUSINESS COMMITTEE

Oneida Business Committee Meeting Agenda Request Form

Motion by Trish King to defer resolution titled Indian Child Welfare Act Policy to the next regular Business Committee meeting and forward the resolution to the Legislative Operating Committee for a statement of Effect, seconded by Fawn Billie. Motion carried unanimously: For the record: Trish King stated to direct the LOCanD work team to make sure, the OCPB did receive the revised resolution and for the Board to acknowledge back to the Business Committee they have received the revised resolution.

05 / 13 / 15

1. Meeting Date Requested: ~~04 / 22 / 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 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 _____ Indian Child Welfare Act 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 duly recognized 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 I, of the Oneida Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Business Committee on September 25, 1981 passed Resolution # BC-9-25-81 which is entitled "Oneida Child Protective Board Ordinance"; and
- WHEREAS,** the September 25, 1981 resolution delegated the powers conferred upon the Tribe by the Congress of the United States under the Indian Child Welfare Act to the Oneida Child Protective Board; and
- WHEREAS,** the September 25, 1981 resolution, does not set forth the policy of the Oneida Tribe of Indians of Wisconsin to provide direction to the Oneida Child Protective Board for how the Board should approach such cases; and
- WHEREAS,** the Oneida Business Committee previously recognized in Resolution #BC-5-24-84-C that it took "steps to protect the best interests of children and to promote the stability and security of Indian tribes and families by establishing the Oneida Child Protective Board; and
- WHEREAS,** the State of Wisconsin, on December 7, 2009 codified the Wisconsin Indian Child Welfare Act, which essentially mirrors the Indian Child Welfare Act and implements the minimum standards referenced in the Indian Child Welfare Act: and
- WHEREAS,** 25 U.S.C. §1915(c) (Indian Child Welfare Act) allows an Indian Tribe to establish a different order of placement preference for foster care placements and adoptive placements than those set out in §1915(a) and (b) of the Indian Child Welfare Act; and
- WHEREAS,** the Oneida Business Committee finds that it is critical for the protection of our Oneida children to establish a policy statement to provide direction to the Oneida Child Protective Board, Indian Child Welfare Workers, and the Oneida Law Office.

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee hereby sets forth the following as the Policy of the Oneida Tribe of Indians of Wisconsin as it pertains to the Indian Child Welfare Act (ICWA) and the Wisconsin Indian Child Welfare Act (WICWA):

- 1) The Oneida Tribe of Indians of Wisconsin shall intervene in all ICWA/WICWA cases involving children that are enrolled members or eligible for enrollment unless such intervention would be

impracticable under the circumstances of the case as decided by the Oneida Child Protection Board.

- 2) The Oneida Tribe of Indians of Wisconsin hereby establishes the following as the placement preferences should it be necessary to place a child outside of the child's home:
 - (a) A member of the Child's immediate or extended family
 - (b) A family Clan member
 - (c) A member of the Oneida Tribe of Indians of Wisconsin
 - (d) Descendants of the Oneida Tribe of Indians of Wisconsin
 - (e) A member of another federally recognized Tribe
 - (f) Fictive Kin within the Oneida tribal community
 - (g) Fictive Kin outside the Oneida tribal community
 - (1) Fictive Kin shall be defined as a person or persons who, to the biological parents of the minor child at issue, have an emotional tie to that parent wherein they are like family.
 - (h) Other person or persons not listed above as approved by the Oneida Child Protection Board.
- 3) When considering placement recommendations, the Oneida Child Protective Board shall take the best interests of the child as the most paramount in each case, even if this creates a choice not to follow the placement preferences listed above.
 - (a) Best interests of the child shall be defined as placement decisions that are made with the purpose of maintaining a cultural attachment for the child(ren) and with the ultimate goal of fostering and encouraging the child's happiness, security, mental health, and emotional development including maintaining a close and loving relationship with both parents as much as possible.
- 4) For cases where the parent(s) are voluntarily terminating their parental rights, if no family or other native home is available for adoptive placement, the Tribe shall not seek to intervene in that adoption proceeding.

NOW THEREFORE BE IT FURTHER RESOLVED, all those who work with Indian Child Welfare Cases, including the Oneida Child Protective Board, the Social Services Department, and the Law Office shall be bound by and required to follow the above policy statement.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Tribe shall continue to follow and adhere to Federal Law, Court opinions which interpret Federal Law, the Bureau of Indian Affairs Guidelines, and the Bureau of Indian Affairs Regulations.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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:

Adopt resolution: Real Property Law Amendments

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Candice E. Skenandore, Legislative Reference Office
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Please see attached

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

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

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

Oneida Tribe of Indians of Wisconsin

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: May 13, 2015
Re: Real Property Law Amendments

Please find attached the following for your consideration:

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

Overview

The attached Resolution will adopt amendments to the Real Property Law (Law). The main amendment to the Law includes removing the provision that governs leasing of Tribal land. This provision is replaced with a provision that defers to the Leasing Law for the leasing of Tribal land.

A public meeting was held on April 2, 2015 in accordance with the Legislative Procedures Act and no comments were received on the proposed changes.

Requested Action

Approve the Resolution: Real Property Law Amendments.

Oneida Tribe of Indians of Wisconsin



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



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

BC Resolution _____ Real Property Law Amendments

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida 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 Real Property Law was adopted in 1996 and contains provisions that outline the procedures for processing leases of Tribal land; and
- WHEREAS,** the proposed Leasing Law will now set out the Tribe's authority to issue, review, approve and enforce leases; and
- WHEREAS,** in order to ensure that the Real Property Law does not conflict with the proposed Leasing Law, the Real Property Law needs to be amended by replacing the provision that governs leasing of Tribal land with a provision that defers to the proposed Leasing Law for the leasing of Tribal land; and.
- WHEREAS,** a public meeting on these amendments was held on April 2, 2015, in accordance with the Legislative Procedures Act.

NOW THEREFORE BE IT RESOLVED, that the attached amendments to the Real Property Law are hereby adopted and shall be effective the same date the Leasing Law goes into effect.

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

Lynn A. Franzmeier, Staff Attorney
Taniquele J. Thurner, Legislative Analyst
Candice E. Skenandore, Legislative Analyst



P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214
<https://oneida-nsn.gov/Laws>

Statement of Effect

Real Property Law Amendments Resolution

Summary

This Resolution adopts amendments to the Real Property Law. The main amendment to the Real Property Law removes the provision that governs leasing of Tribal land.

Submitted by: Candice E. Skenandore, Legislative Analyst, Legislative Reference Office

Analysis from Legislative Reference Office

The Real Property Law was adopted by the Oneida Business Committee pursuant to BC-05-29-96-A and contains provisions that outline the procedures for processing leases of Tribal land. The proposed Leasing Law will now house these procedures; therefore, the provision found with the Real Property Law that governs leasing of Tribal land has been removed and replaced with a provision that defers to the proposed Leasing Law for leasing of Tribal land.

The Resolution specifies that the Real Property Law Amendments will not go into effect until the Leasing Law goes into effect. The Leasing Law requires approval from the Secretary of Interior.

A public meeting was held on April 2, 2015, in accordance with the Legislative Procedures Act; however, no public comments were received.

Conclusion

There are no legal bars adopting this Resolution

ONEIDA TRIBE OF INDIANS Page 35 of 398 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: April 30, 2015
FROM: Rae Skenandore, Project Manager
TO: Larry Barton, Chief Financial Officer
Ralinda Ninham-Lamberies, Assistant Chief Financial Officer
RE: **Fiscal Impact of Real Property Law Amendments**

I. Background

The Real Property Law was adopted by BC resolution BC-5-29-96-A and last amended by BC resolution BC-02-25-15-C. In 2012, the HEARTH Act allowed tribes to create leasing regulations which remove Secretarial approval from the lease approval process if the leasing regulation is first approved by the Secretary and is consistent with the requirements used by the Secretary.

II. Executive Summary of Findings

The proposed amendments are brought forward in conjunction with the new Leasing Law. The provision that governs leasing land has been removed from the Real Property Law and is now placed in the Leasing Law. According to the Division of Land Management, there are no startup costs for personnel, office, or documentation associated with enacting this legislation. However, the Leasing Law requires Secretarial approval; therefore, the Real Property Law amendments should not take effect until the Leasing Law is ready for implementation.

III. Financial Impact

No fiscal impact.

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.

For OBC consideration (redline)
05/13/15

CHAPTER 67
REAL PROPERTY LAW
Tokáske Kayanláhsla Tsi? Ni'yohuntsya'té
The real/certain laws of the territory of the nation

- | | |
|--|---|
| <p>67.1. Purpose and Policy.
67.2. Adoption, Amendment, Conflicts.
67.3. Rules Of Statutory Construction.
67.4. Definitions.
67.5. Interests In Real Estate: Individual Or Tribal.
67.6. Holding Of Ownership.
67.7. Legal Descriptions.
67.8. Title Transfer.</p> | <p>67.9. Disposition Of Estates Of Deceased Tribal Members.
67.10. Real Estate Trust Accounts.
67.11. Leasing Of Real Property.
67.12. Records.
67.13. Real Estate Licensing.
67.14. Real Estate Financing.
67.15. Tribal Real Estate Taxes.
67.16. Organization.</p> |
|--|---|

<i>Analysis by the Legislative Reference Office</i>					
Title	Real Property Law (the Law)				
Requester	LRO	Drafter	Lynn Franzmeier	Analyst	Tani Thurner
Reason for Request	The proposed amendments delete provisions related to leasing Tribal land; as that topic would be addressed through a new Leasing law.				
Purpose	To reconcile this Law with a new law being proposed for adoption.				
Authorized/ Affected Entities	<i>See the proposed Leasing Law.</i>				
Due Process					
Related Legislation	A proposed Leasing Law is being considered in conjunction with these amendments.				
Policy Mechanism	<i>See the proposed Leasing Law.</i>				
Enforcement					

Overview

This request for amendments to the Real Property Law is being submitted in conjunction with a proposal for a new Tribal Leasing law (Leasing Law), which would govern the leasing of all Tribal trust and fee land.

Under the proposed amendments to this Law; section 67.11 (which governs the leasing of real property) would be mostly deleted and replaced with a single sentence, which states that "All leasing of tribal land shall be processed in accordance with the Tribe's Leasing law." [67.11-1]

The few requirements that are currently set out in this section of the Real Property Law would instead be set out in the proposed Leasing Law, albeit in greater detail - delegating the authority to process all leasing of Tribal land to the Division of Land Management (DLM); identifying three types of leases (commercial, agricultural, and residential leases); and identifying certain provisions that are required to be included in leases.

However, there are some provisions relating to leases which would still remain in the Real Property Law and that are not specifically set out in the new Leasing Law. They include:

- 1) Requiring that, for leases of tribal trust land, preference be given to Oneida Tribal citizens and programs.
- 2) Addressing what would happen if a lessee defaults on an approved encumbrance (i.e. a leasehold interest) on Tribal land – this Law grants DLM the right to correct the default and then to pursue remedies against the defaulting party under the Oneida Administrative Procedures Act. The Leasing Law does not address defaults in detail; but does grant

22 DLM “all powers necessary and proper to enforce this Law and the lease terms”; and
 23 adds that if DLM determines a lessee is in default; then DLM must take action to have
 24 the lessee cure the default or, if the default is not cured, DLM must cancel the lease.
 25

26 **Remaining References to Leases**

27 There are various provisions remaining in this Law which refer to leasing; but these are
 28 broader references where leasing is referenced alongside other real property transactions; and
 29 they do not affect the proposed Leasing law:

- 30 • 67.1 and 67.13 both include the leasing of Tribal land in the list of activities for which a
 31 Tribal Property License is required. The Leasing Law does not mention any requirement
 32 for a Tribal Property License in order to execute leases.
- 33 • 67.12-2 requires DLM to develop a system for timely recording of Reservation title
 34 documents, which includes leases.
- 35 • 67.7-6 states that an address is considered an adequate legal description of property listed
 36 for sale or lease to Tribal members.

37 **Other**

38
 39 Minor revisions are made to section 67.2 to ensure that section is in compliance with the
 40 Legislative Procedures Act; and an incorrect citation in 67.1-2 is revised to reflect the correct
 41 citation. These revisions do not affect the content of the Law.

42 This Law has not been updated since 2010 and these proposed amendments focus mainly
 43 on complementing the proposed Leasing Law. The LOC may want to consider reviewing this
 44 Law more closely in the future, including the definitions – for example, 67.5-4 defines “Life
 45 Lease” but then that term is not used again in the Law, so defining it is probably not necessary.

46 A public meeting was held on April 2, 2015. No comments were received during the public
 47 meeting or the public comment period that followed.
 48

49 **CHAPTER 67**

50 **REAL PROPERTY LAW**

51 **Tokálske Kayanláhsla Tsi? Ni?yohuntsya'té**

52 The real/certain laws of the territory of the nation
 53
 54

55 **67.1. Purpose and Policy.**

56 *67.1-1. Purpose*

57 (a) The purpose of this Law is to provide regulations and procedures for the transfer,
 58 control and management of the territory within the exterior boundaries of the Reservation
 59 of The Oneida Tribe of Indians of Wisconsin and such other lands as may be added
 60 within or without said boundary line; and to integrate these regulations and procedures
 61 with the present real property laws and practices of other federal and state sovereigns
 62 which may hold applicable jurisdiction within the reservation.

63 (b) In addition, this Law establishes a training and licensing mechanism for any person
 64 who lists, sells, buys, exchanges, leases, rents, or deals in any way with real property
 65 coming under the scope of this Law.

66 (c) Nothing in this Law shall be construed as a waiver of the sovereign immunity of the
 67 Oneida Tribe of Indians of Wisconsin.

68 *67.1-2. Policy*

For OBC consideration (redline)

05/13/15

69 (a) The provisions of this Law shall extend to all tribal lands and waters held in trust, all
 70 tribal lands and waters held in fee status, all fee status lands under the control of
 71 individual Oneida members, all heirship lands and waters and all individual and tribal
 72 trust lands and waters, all within the exterior boundaries of the Oneida Tribe of Indians of
 73 Wisconsin Reservation; and to such other lands as may be hereafter added, both within
 74 and without the exterior boundaries of the Oneida Reservation, under any law of the
 75 United States, except as otherwise provided by law.

76 (b) The licensing provisions of this Law shall extend to any person who lists, sells, buys,
 77 exchanges, leases, rents or deals in any way with real property coming under 67.1-3a2(a),
 78 of this Law, including employees of the tribe.

79 (c) Any transaction which would add property to the tribal land base shall be
 80 administered through the Division of Land Management under the provisions of this
 81 Law.

82 (d) The sale of tribal land is specifically prohibited under this Law, except for the
 83 purposes of consolidation or partition of property.

84 (e) It is not intended by this Law to repeal, abrogate, annul, impair or interfere with any
 85 rules, regulations, or permits previously adopted or issued pursuant to tribal or federal
 86 laws. Further, it is intended that Wisconsin law be considered as an integral part of real
 87 property transfer occurring within or without the Reservation, insofar as the transaction is
 88 between a non-Oneida person(s) who hold fee simple title to land within the Reservation
 89 and the Tribe or a tribal member.

90 (f) Expenses and Fees. The Land Commission shall establish an equitable fee schedule
 91 for each activity or service provided in this Law. All fees collected will be used for the
 92 maintenance of services and management of lands which come under the authority of this
 93 Law.¹

94 67.2. Adoption, Amendment, Conflicts.

95 67.2-1. This Law was adopted by the Oneida Business Committee by resolution BC-5-29-96-A
 96 and amended by resolutions BC-3-01-06-D, BC-04-28-10-E and, BC-02-25-15-C and _____.

97 67.2-2. This Law may be amended or repealed by the Oneida Business Committee pursuant to
 98 the procedures set out in the Oneida Administrative-Legislative Procedures Act by the Oneida
 99 Business Committee or the Oneida General Tribal Council.

100 67.2-3. Should a provision of this Law or the application thereof to any person or circumstances
 101 be held as invalid, such invalidity shall not affect other provisions of this Law which are
 102 considered to have legal force without the invalid portions.

103 67.2-4. In the event of a conflict between a provision of this law and a provision of another law,
 104 the provisions of this law shall control. Provided that, nothing in this law is intended to repeal or
 105 modify any existing law, ordinance, policy, regulation, rule, resolution or motion.
 106

¹ Other laws that are relevant to the purpose and implementation of this Law include:

Oneida Shoreland Protection Ordinance

Oneida Zoning Ordinance

Oneida Administrative Procedures Act

25 CFR 150-179 (Land and Water)

25 CFR 15 (Probate)

25 CFR 261-265 (Heritage Preservation)

Wisconsin Statutes and Administrative Code relating to the practice of Real Estate
 State and Federal Laws specifically cited in Ordinance

107 76.2-5. This law is adopted under authority of the Constitution of the Oneida Tribe of Indians of
108 Wisconsin.

109

110 **67.3. Rules Of Statutory Construction.**

111 67.3-1. General words are understood to be restricted in their meaning by more specific words
112 which came before.

113 67.3-2. If the meaning of a general word cannot be reconciled with the meaning of a specific
114 word in this Law the specific word will control.

115 67.3-3. When a series of words of general meaning is followed by words of limitation, the
116 limitation will apply only to the last word in the list, unless otherwise stated.

117 67.3-4. The word "shall" is mandatory and the word "may" is permissive.

118 67.3-5. The Law should be read as a whole. The words are not meant to be isolated, and their
119 meaning must be found in reference to the statement as a whole.

120 67.3-6. If a later enacted Law or statute cannot be read in agreement with an earlier enactment,
121 the later enactment will control when interpreting the meaning from context.

122 67.3-7. "Land" is used to mean the earth's surface extending downward to the center of the earth
123 and upward to infinity, including things permanently attached by nature, such as tree and water.

124 67.3-8. "Real Estate" is used to mean the earth's surface extending downward to the center of
125 the earth and upward to infinity, including all things permanently attached to it, whether natural
126 or permanent man-made additions.

127 67.3-9. "Real Property" or "Property" is used to mean the earth's surface extending downward
128 to the center of the earth and upward to infinity, including all things permanently attached to it,
129 whether natural or permanent man-made additions, plus the bundle of legal rights which include
130 control, exclusion, possession, disposition and enjoyment.

131 67.3-10. The word "Person" when used in this Law includes individuals, corporations or
132 partnerships.

133

134 **67.4. Definitions.**

135 67.4-1. Accounting. The responsibility of a broker to report the status of all funds received from
136 or on behalf of the principal.

137 67.4-2. Agency. Any tribal entity, board, commission, committee, department or officer
138 authorized by the Oneida Tribe to propose Law/rules for adoption by the Oneida Business
139 Committee. The term "Agency" shall not include the Oneida Business Committee or a tribal
140 appeals body.

141 67.4-3. Appraisal. A process of estimating a property's value.

142 67.4-4. Attorney. A person trained and licensed to represent another person in court, to prepare
143 documents defining or transferring rights in property and to give advice or counsel on matters of
144 law.

145 67.4-5. Broker. A person who acts as an agent and negotiates the sale, purchase or rental of
146 property on behalf of others for a fee, and must be licensed under this Law under certain
147 circumstances.

148 67.4-6. Bundle of Rights. The "rights" of ownership include the right of possession, the right to
149 control the property within the framework of the law, the right of enjoyment, the right of
150 exclusion and the right of disposition.

151 67.4-7. Buyer. The person who hires a broker to find a parcel of real estate that has certain
152 characteristics or is usable for specific purposes; or the person who buys a piece of real estate
153 from a seller broker or salesperson.

For OBC consideration (redline)
05/13/15

- 154 67.4-8. Care. The broker must exercise a reasonable degree of care and skill while transacting
155 the business of the principal.
- 156 67.4-9. Certified Survey Map. A map officially filed and approved by the County, Tribal or
157 municipal governments, which provides the legal description of any land in question.
- 158 67.4-10. Contested Cases. A proceeding before an Agency in which an opportunity for a
159 hearing before the Agency is required by law prior or subsequent to the determination of the
160 Agency of the legal rights, duties, or privileges of specific parties unless otherwise provided for
161 by tribal law. This includes the revocation, suspension or modification of a license or permit
162 when a grant of such application is contested by a person directly affected by said licensing or
163 permitting. See Oneida Administrative Procedures Act.
- 164 67.4-11. Counseling. Providing clients with competent independent advice based on sound
165 judgment, on such things as alternative courses of action regarding the purchase, use and
166 investment of property.
- 167 67.4-12. Development. The construction of improvements on land.
- 168 67.4-13. Disclosure. The broker's duty to keep the principal fully informed at all times of all
169 facts or information the broker obtains that could affect the transaction.
- 170 67.4-14. Dual Agency. When a broker receives compensation from both buyer and seller in a
171 transaction.
- 172 67.4-15. Education. The provision of information to both the real estate practitioner and the
173 consumer.
- 174 67.4-16. Fiduciary. One who is placed in a position of trust and confidence and normally is
175 responsible for the money and/or property of another. A broker and a salesperson are both
176 fiduciaries.
- 177 67.4-17. Financing. Financing is the business of providing funds by means of a mortgage loan.
- 178 67.4-18. Fixtures. Articles that were once personal property but has been so affixed to land or a
179 building that the law construes it to be part of the real estate.
- 180 67.4-19. Fraud. The intentional misrepresentation of a material fact in such a way as to harm or
181 take advantage of another person. In addition to false statements about a property, the concept of
182 fraud covers intentional concealment or nondisclosure of important facts.
- 183 67.4-20. Individual Fee Land. Land held in fee by an individual or group of individuals.
- 184 67.4-21. Individual Tribal Property. Real property owned by an Oneida Tribal member in fee or
185 held in trust for that member by the United State of America.
- 186 67.4-22. Individual Trust Land. Land held by the United States of America in trust for the
187 benefit of an individual Tribal member.
- 188 67.4-23. Intestate. One who dies without having made a will; or property not disposed of by
189 will.
- 190 67.4-24. Judiciary. The judicial system that was established by Oneida General Tribal Council
191 resolution GTC-01-07-13-B to administer the judicial authorities and responsibilities of the
192 Tribe.
- 193 67.4-25. Law of Agency. The body of law that governs the rights and duties of principal, agent
194 and third persons.
- 195 67.4-26. Mobile Home. A building which, when originally constructed, was prefabricated and
196 on wheels to allow movement from one location to another with minimal modifications
197 necessary to attach utilities. It is considered to be personal unless it is permanently affixed to the
198 land, at which point it is considered real property.
- 199 67.4-27. Personal property or Personalty. All property that does not fit the definition of real
200 property, and usually the characteristic of being "movable."

201 67.4-28. Plat Map. Map of a piece of property that may be a part of a larger parcel of real estate
 202 or may be composed of several smaller ones which the surveyor resurveys. This new map is
 203 called a Plat map, and it creates a new legal description which must be tied to the description on
 204 a Certified Survey Map(s), to be considered acceptable for transfer of property.

205 67.4-29. Probate. An official authentication of a will, and/or official administration of an estate
 206 of a deceased person.

207 67.4-30. Reservation. That area within the exterior boundaries as set out in the 1838 Treaty with
 208 the Oneida 7 Stat. 566, and that land purchased and held by the United States of America in trust
 209 for the Oneida Tribe of Indians of Wisconsin outside those exterior boundaries

210 67.4-31. Salesperson. A person who receives a fee or commission to work on behalf of the
 211 broker, and must be licensed under this Law under certain circumstances.

212 67.4-32. Subsurface Rights. The rights to natural resources lying below the earth's surface.

213 67.4-33. Sun Rights. A solar energy owner's right to access to the sun.

214 67.4-34. Surface Rights. The rights to use the surface of the earth within boundaries defined in
 215 a transfer of real property.

216 67.4-35. Tribal Fee Land. Land held in fee by the Oneida Tribe.

217 67.4-36. Tribal Property. Real property owned by the Oneida Tribe in fee or held for the Tribe
 218 by United States of America.

219 67.4-37. Tribal Trust Land. Land held by the United States of America in trust for the benefit of
 220 the Oneida Tribe.

221 67.4-38. Tribe. Oneida Tribe of Indians of Wisconsin. Also known as the Sovereign Oneida
 222 Nation in Wisconsin, and On'áyoṭe' a·ká.
 223

224 **67.5. Interests In Real Estate: Individual Or Tribal.**

225 67.5-1. Fee Simple Absolute. The greatest interest of ownership or distribution in a parcel of
 226 land that it is possible to own i.e. no conditions. Sometimes simply designated as fee. Tribal
 227 individuals, non-tribal individuals and tribal government may hold fee interest in land within the
 228 Oneida Reservation.

229 67.5-2. Leasehold. The interest in fee or trust property that is qualified by some future
 230 determinant such as time, age, or an act/incident.

231 67.5-3. Fee or Trust subject to a Condition. An interest which includes a proviso in the deed or
 232 will that upon the happening or failure to happen of a certain event, the title of the purchaser or
 233 devisee will be limited, enlarged, changed or terminated.

234 67.5-4. Life Lease. A lease of the right of use and occupancy of Tribal Fee or Trust Lands for
 235 the life of an individual either Oneida tribal or non-tribal.

236 67.5-5. Trust. Land held by the United States of America in trust for the Oneida Tribe of
 237 Indians of Wisconsin, or for a member of this tribe.

238 67.5-6. Life Use, or Estate. A claim or interest in individual trust property by a non-tribal
 239 spouse, not amounting to ownership, and limited by a term of life of the person in whom the
 240 right is vested.
 241

242 **67.6. Holding Of Ownership.**

243 67.6-1. Interests in land by more than one person may be held in the following ways:

244 (a) Joint tenancy with right of survivorship: Each owner has an equal, undivided interest
 245 in the property. As an owner dies, their share is divided among the remaining owners, so
 246 the last living owner owns the entire property.

For OBC consideration (redline)
05/13/15

247 (b) Tenancy in common. Each owner has a percentage interest in the property. As an
248 owner dies, that owner's interest is divided among his or her devisees or heirs. Two or
249 more individuals holding property are tenants in common unless:

250 (1) a deed, transfer document or marital property agreement specifically states
251 the property is held as joint tenants with rights of survivorship; or

252 (2) a married couple holds the property without a marital property agreement that
253 specifically states the property is held as tenants in common.
254

255 **67.7. Legal Descriptions.**

256 67.7-1. The legal description for any land transferred under this Law will be derived from a
257 Certified Survey Map (CSM) or Plat of Survey completed by a registered Land Surveyor
258 according to currently accepted minimum standards for property surveys. If the Plat of Survey
259 changes the legal description of the CSM for the same piece of property, the CSM legal
260 description will be used on transfer documents along with the Plat of Survey description
261 designated "**Also Known as ...**" Section, Township, Range and Fourth Principal Meridian must
262 be within all tribal legal descriptions.

263 67.7-2. Every land survey shall be made in accordance with the records of the County Register
264 of Deeds for fee land, and in accordance with the records of the Oneida Division of Land
265 Management for all trust lands. The surveyor shall acquire data necessary to retrace record title
266 boundaries such as deeds, maps, certificates of title, Title Status Reports from the Bureau of
267 Indian Affairs, Tribal Leases, Tribal Home Purchase Agreements, center line and other boundary
268 line locations.

269 67.7-3. Legal description defining land boundaries shall be complete providing unequivocal
270 identification of line or boundaries.

271 67.7-4. In addition to Survey Map requirements outlined in Wisconsin Administrative Code,
272 Chapter A-E7, all surveys prepared for the Oneida Tribe should indicate setbacks, building
273 locations and encroachments.

274 67.7-5. Legal descriptions will be used on transfer documents formalizing a purchase, real estate
275 sale, lease, foreclosure, probate transfer to beneficiaries or trust acquisition and tribal resolutions
276 indicating legislative approval.

277 67.7-6. When real estate is listed for sale or lease to tribal members, the address is considered an
278 adequate legal description of the property.
279

280 **67.8. Title Transfer.**

281 67.8-1. General. It is presumed that the intentions of parties to any real property transfer are to
282 act in good faith. For this reason, this shall be liberally construed when faced with conflict or
283 ambiguity in order to effectuate the intentions of the parties.

284 67.8-2. The Division of Land Management shall use only those title companies duly registered
285 with the Department of Interior and approved by the Division of Land Management to update
286 abstracts or provide Title Insurance on real property scheduled for trust acquisition.

287 (a) Title Companies must follow general guidelines provided by federal government in
288 terms of form, content, period of search, destroyed or lost records and Abstracter's
289 Certificate.

290 (b) When researching Land title within the reservation which is being considered for
291 trust acquisition, the Title Company will be requested to search the title back to the
292 original allottee, to assure that patents or Indian Deeds were legally issued.

293 (c) Any valid liens or encumbrances shown by the Commitment for Title Insurance must
294 be eliminated before the Title is transferred into Trust.

295 (d) After land is in trust, title search of County records is no longer acceptable. Title
296 Status Reports from Oneida Division of Land Management or the Bureau of Indian
297 Affairs shall be used to verify all valid encumbrances, if any, on the title. A valid
298 encumbrance is one that has been preapproved, in writing, by the Division of Land
299 Management.

300 67.8-3. The Warranty Deed is the formal document used by the Division of Land Management
301 to transfer title from one party to another. It shall not be considered valid unless it is in writing
302 and:

- 303 (a) Identifies the grantor and grantee;
- 304 (b) Provides the legal description of the land;
- 305 (c) Identifies the interest conveyed, as well as any conditions, reservations, exceptions,
306 or rights of way attached to the interest.
- 307 (d) Is signed by or on behalf of each of the grantors;
- 308 (e) Is signed by or on behalf of each spouse, and
- 309 (f) Is delivered.

310 67.8-4. A Warranty Deed prepared for Trust Acquisition shall, in addition to that listed in 8-3,
311 include the following:

- 312 (a) The federal authority for Trust Acquisition;
- 313 (b) Any exceptions or exclusions from State fees or other transfer requirements;
- 314 (c) The approximate acreage of the real property being transferred to Trust; and
- 315 (d) The authority and signature of the appropriate Department of Interior official who
316 accepts the real property into Trust.

317 67.8-5. A Warranty Deed transferring fee simple title shall be recorded in the appropriate Register
318 of Deeds office. Once the real property is in trust, the Title shall be recorded with the Oneida
319 Division of Land Management and the Aberdeen Title Plant for the United States Department of
320 the Interior.

321 67.8-6. An involuntary Transfer of title may occur in the following ways:

- 322 (a) Tribal Eminent Domain is the right of the Tribal Government to acquire private land
323 for public uses without the consent of private owners. Public uses include, but are not
324 limited to, environmental protection, streets, highways, sanitary sewers, public
325 utility/sites, waste treatment facilities and public housing. Attempts must first be made to
326 negotiate an agreeable taking by the Tribal Government; thence provide an offer to
327 purchase based on a tribal appraisal of the property; and provide compensation for the
328 taking. Provision for required hearing on the taking and appeals to the Judiciary can be
329 found in the Judiciary's rules of procedure.
- 330 (b) Foreclosures may occur whenever a tribal member ceases payment on a mortgage for
331 leasehold improvements, a tribal home purchase agreement, or home improvement loan.
332 If the loan is through a public lending institution the Tribe may choose to pursue its option
333 to purchase the loan and finalize the foreclosure through the Division of Land
334 Management. A decision to foreclose shall be handled as a Contested Case according to
335 the Oneida Nation Administrative Procedures Act, Section 10. Contested Cases and 11.
336 Appellate Review. Also see 14-5 of this Law.
- 337 (c) The Indian Land Consolidation Act was passed by Congress and became effective
338 January 12, 1983 (Pub.L. No. 97-459, 96 Stat. 2515, and amended on October 30, 1984 by
339 Pub.L. No. 98-608, 98 Stat. 3171). Section 207 of said Act is incorporated into this Law,
340 which provides that if it is determined that the decedent's ownership in a given parcel of
341 land is 2 percent or less of the total acreage, and that interest is incapable of earning
342 \$100.00 in any one of the five (5) years from the date of the decedent's death, thence that

343 ownership interest shall escheat, or pass, to the Tribe having jurisdiction over said land,
344 for just compensation, unless the heirs can prove by substantial evidence that the above
345 determination was wrong. This determination will be made through Probate proceedings
346 in 67.9 of this Law.

347 (d) Upon the Tribe receiving majority consent from heirs, the Land Commission may
348 approve an Order Transferring Inherited Interests under the authority of Section 205 of the
349 Indian Land Consolidation Act provided that none of the Indians owning an undivided
350 interest is willing to purchase or match the tribes offer.

351 (e) An Involuntary Transfer of Title cannot occur without a hearing in front of the Land
352 Commission, or its designated subcommittee, under procedures of the Oneida Nation
353 Administrative Procedures Act, Section 9. Declaratory Ruling, or Section 10. Contested
354 Cases.

355 (f) Easements for Landlocked Properties. A procedure for handling a request for an
356 easement will be developed and approved by the Land Commission.

357 67.8-7. Records. All documents pertaining to trust property within the Oneida Reservation shall
358 be recorded in the United States of America Aberdeen Title Plant as well as the Division of Land
359 Management. See also Section 12.

360 67.8-8. All Individual and Tribal lands purchased in fee shall be transferred to Trust held by the
361 United States of America through procedures promulgated by the Division of Land Management,
362 and supported by waivers approved by the Secretary of Interior or designate.

363

364 **67.9. Disposition Of Estates Of Deceased Tribal Members.**

365 67.9-1. The purpose of this section is to formalize laws to handle the disposition of deceased
366 tribal members' trust property, with or without a will. The intent of this section is to provide
367 procedures which make it possible for equitable and fair decisions to be made for the surviving
368 family, as well as promoting ongoing peace and harmony within the community.

369 (a) Tribal members holding fee land within the reservation may use the laws and
370 procedures of the State of Wisconsin or those of this Law.

371 (b) Tribal members holding trust land within the reservation shall use the laws and
372 procedures of this Section.

373 67.9-2. Non-members of The Oneida Tribe and non-citizens of the United States cannot acquire
374 Trust land through inheritance. Where interests are specifically devised to individuals ineligible
375 to inherit the following options are provided:

376 (a) Sale of interest to the Oneida Tribe or an eligible heir for its fair market value;

377 (b) Acquire a life estate in the property if an ineligible spouse and/or minor child.

378 67.9-3. Interests of Heirs who cannot be found will be sold to the Oneida Tribe at fair market
379 value, or to an eligible heir, and the money returned to the estate for distribution.

380 67.9-4. In the absence of any heir or devisee, interests will escheat to the Oneida Tribe of Indians
381 of Wisconsin.

382 67.9-5. Personal property which does not come under the guidelines of this Law, and may be
383 distributed at the traditional ten day meal by family members, include:

384 (a) Clothing, furnishings, jewelry, and personal effects of the deceased not valued at more
385 than \$100 per item.

386 (b) Ceremonial clothing or artifacts, including eagle feathers, beadwork, dance sticks,
387 flutes, drums, rattles, blankets, baskets, pottery, medicines, and animal skins.

388 67.9-6. The Land Commission, or its designated sub-committee, shall make a declaratory ruling
389 by authority of the Administrative Procedures Act, Section 9, in any case brought before them by

390 any person claiming to be an heir of the deceased and requesting any of the following
391 determinations:

- 392 (a) Heirs of Oneida members who die without a will (intestate) and possessed of fee or
- 393 trust property coming under the authority of the Oneida Tribe of Indians of Wisconsin;
- 394 (b) Approve or disapprove wills of deceased Oneida members disposing of trust property;
- 395 (c) Accept or reject full or partial renunciations of interest;
- 396 (d) Allow or disallow creditors' claims against estates of deceased Oneida members;
- 397 (e) Decree the distribution of all assets of a deceased Oneida member.

398 67.9-7. The Staff Attorney for the Division of Land Management will prepare a file for each
399 probate hearing within 30 days of receipt of a Request for Probate Hearing from anyone claiming
400 to be an heir of the deceased. Extensions to this 30 day requirement shall be requested from the
401 Land Commission when proven necessary to complete the file. Relatives and agencies will be
402 asked to cooperate in developing a complete probate file containing:

- 403 (a) Family history information,
- 404 (b) Death certificate,
- 405 (c) Personal and Real Property Inventory,
- 406 (d) BIA-IIM Account Report,
- 407 (e) Creditor Claims,
- 408 (f) Original will, if any,
- 409 (g) Names, addresses and phone numbers of all parties-in-interest.

410 67.9-8. Definitions As Used In This Section

411 (a) Children And Issue: Includes adopted children and children of unwed parents where
412 paternity has been acknowledged, or established by court decree. This does not include
413 non-adopted step-children.

414 (b) Parties-in-interest: This includes:

- 415 (1) Heirs of the decedent
- 416 (2) A beneficiary named in any document offered for probate, such as the will of
- 417 the decedent, land lease or sale agreement for real estate.
- 418 (3) A person named as administrator or personal representative in any document
- 419 offered for probate.
- 420 (4) Additional persons as the Land Commission may by order include who may be
- 421 affected by the actions of the Land Commission, or its designated sub-committee,
- 422 whether by receipt of or denial of any property which is a part of the action.

423 (c) Heirs: Any person who is entitled under Tribal law to an interest in the property of a
424 decedent.

425 67.9-9. *Parties-in-interest*. The net estate of a decedent, not disposed of by will, passes to his/her
426 surviving heirs or Parties-in-interest as follows:

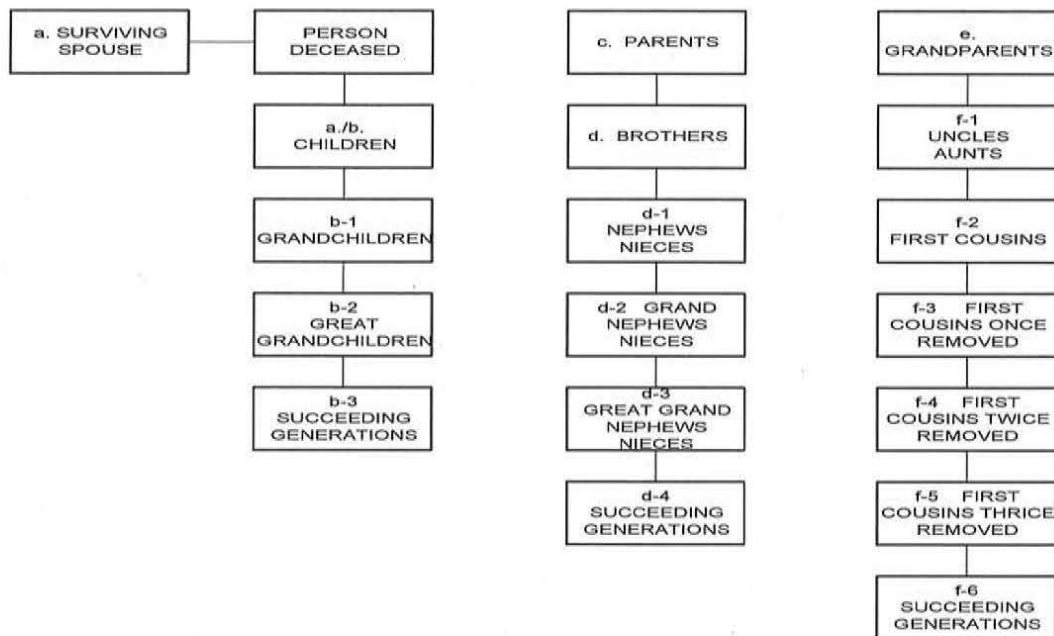
427 (a) To the spouse:

- 428 (1) All Real Property.
- 429 (2) All other than Real Property if there are no surviving children of the decedent.
- 430 (3) ½ of other than Real Property of the decedent's estate if there are surviving
- 431 children of the decedent, or children of any deceased child of the decedent
- 432 (grandchildren) who take by right of representation.

433 (b) To Surviving Children and children of any deceased child of the decedent by rights of
434 representation;

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- 435 (1) All of the estate if there is no surviving spouse, divided equally to all in the
436 same degree of kinship to the decedent. Surviving children of a deceased child of
437 the decedent will divide their parent's share.
- 438 (c) All of the estate to the parents, equally divided, if no surviving spouse, children or
439 children taking by right of representation.
- 440 (d) All of the estate to the brothers and sisters and children of deceased brothers or sisters
441 by representation, divided equally, If no surviving spouse, children, or parents.
- 442 (e) All of the estate to the grandparents of the deceased divided equally, if no surviving
443 spouse, children parents or brothers and sisters.
- 444 (f) All of the estate divided equally to lineal descendants of the grandparents of the
445 deceased in the same order as (b) thru (e) if no surviving spouse, children, parents
446 brothers/sisters, or grandparents of the decedent.
- 447 (g) Diagram of Intestate Succession as outlined in (a) thru (f) in Figure 1.



- 448 (h) Any 2% interests, or less, in land, as defined in 8-6(c) of this Law.
449 67.9-10. When the Probate File is complete, it will be placed on the agenda for review by the
450 Land Commission, who will first review it for sufficiency. If the Land Commission determines
451 the file is incomplete, it is sent back to the Staff Attorney with further instructions. If the probate
452 file is determined to be complete, a hearing shall be scheduled at a time when most, if not all,
453 parties can attend.

454 (a) *Notice:* All parties-in-interest will be sent a certified personal notice of the hearing to
455 their current or last known address. The hearing notice will also be posted at NORBERT
456 HILL CENTER, LITTLE BEAR DEVELOPMENT CENTER and other public places within the
457 reservation, and published in at least two issues of the Kalihwisaks, the Milwaukee
458 Sentinel/Journal, a Green Bay Paper and an Appleton paper. The notice will include time
459 and place for hearing, agenda, approximate length of hearing and contact person. This
460 notice will be provided at least 10 days before the hearing takes place.

461 (b) The hearing will generally adhere to the following format:

- 462 (1) Rules for an open, nonjudgmental discussion shall be presented and accepted.

463 (2) Probate file is reviewed and data added or corrected based on consensus of
464 those present.

465 (3) Ample time is provided for full discussion of the process, presentation of
466 additional data for the file, and defining of problems or disputes to be entered into
467 the record.

468 (4) All problems or disputes shall be settled in this hearing, with all parties-in-
469 interest present and assisting in this resolution. This includes recommendations for
470 clear partition of any real property held in undivided interest, and full discussion of
471 creditor claims. This hearing shall be continued to another date only if unpredicted
472 circumstances or unavailable information impedes the progress of resolution.

473 (5) When all problems, disputes and legal issues of the case have been resolved to
474 the satisfaction of all parties-in-interest, the hearing body will issue its Final or
475 Declaratory Ruling to the Director of Land Management, who will notify the Land
476 Commission and all parties involved in the hearing. This Final Ruling takes effect
477 60 days after mailings.

478 67.9-11. A party to a probate hearing may seek a rehearing of any of the above determinations
479 listed in 9-3 upon provision of a written request to the Director of the Division of Land
480 Management within 60 days after the Declaratory Ruling is issued. It is the responsibility of the
481 aggrieved party to make certain that adequate documentation necessitating a rehearing is attached
482 to the request.

483 (a) This request must include affidavits, witness list, summary of testimony and other
484 support documents which would provide a justifiable reason why any new information
485 was not available at the original hearing.

486 (b) If basis for rehearing is alleged procedural irregularities, the request shall include
487 complete documentation of these irregularities.

488 (c) If basis for rehearing is the constitutionality of the Law or its procedures, a legal brief
489 shall be attached to the request which clearly establishes the legal rationale for this claim.

490 (d) If basis for rehearing is that the determination is clearly erroneous, arbitrary and/or
491 capricious, a clear statement or legal brief summarizing the party's rationale for believing
492 this to be true shall be attached to the request.

493 67.9-12. The Director of Land Management will place the petition for rehearing on the first
494 agenda of the Land Commission following the receipt of the written request.

495 (a) The Land Commission may deny a rehearing if there is insufficient grounds for the
496 petition, or if the petition is not filed in a timely fashion.

497 (b) The Land Commission may order a rehearing based on the merit of the petition. The
498 petition and supporting papers are then sent to all participants of the first hearing along
499 with the date for the rehearing.

500 (c) If a rehearing is ordered, the Land Commission will adhere to the same notice
501 requirements as in the first hearing. In addition, the hearing body should be composed of
502 the same individuals responsible for the first hearing. Based on the information presented
503 at the rehearing, the hearing body may adhere to the former Ruling, modify or vacate it, or
504 make such further determinations that are warranted.

505 67.9-13. Any Declaratory Ruling given under this Section may be appealed to the Judiciary
506 within 30 days from the date of the Ruling. The Ruling is sent to the Parties-in-interest with same
507 documentation outlined in 9-6.

508 67.9-14. A party may petition the Judiciary to reopen the case within three years after the
509 Declaratory Ruling has been mailed out if they can prove all of the following:

510 (a) They were not a participant in the first hearing;

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511 (b) They were completely unaware that the first probate hearing occurred and they have
512 proof that they were not duly noticed; and

513 (c) They have rights which were erroneously left out of the first probate hearing.

514 67.9-15. After looking at the record of the first hearing, the Judiciary may rule that the Petition
515 To Reopen is not sufficient, or it may send an order to the Land Commission to provide a second
516 hearing based on the evidence provided in the Petition.

517 67.9-16. All probate Declaratory Rulings of the Land Commission or Judgments of the Judiciary
518 shall be recorded in the Division of Land Management.

519 (a) If fee land is part of the Ruling, it shall also be recorded at the County Register of
520 Deeds.

521 (b) If trust land is part of the Ruling, it shall also be recorded at the Department of Interior
522 Aberdeen Title Plant.

523

524 **67.10. Real Estate Trust Accounts.**

525 67.10-1. A property trust account or escrow account shall be established by the Division of Land
526 Management to deposit money or property being held for the following purposes:

527 (a) To ensure receipt of mortgage satisfaction from seller;

528 (b) Tax, insurance and utility payments held in escrow;

529 (c) Security deposits on rental property;

530 (d) Administrative fee;

531 (e) Earnest money;

532 (f) Any other receipts pertaining to real property transfer.

533 67.10-2. Division of Land Management Staff shall deposit all funds received within 48 hours.

534 67.10-3. The name Real Estate Trust Account and the Division of Land Management's name
535 shall appear on all checks, share drafts or drafts from this account.

536 67.10-4. Within 10 days of opening or closing the account, the Division of Land Management
537 shall notify the tribe's Internal Auditor of the name and number of the account, person(s)
538 authorized to sign trust account checks and the name of the depository institution.

539 67.10-5. Receipt of earnest money shall be written on the relevant document pertaining to the
540 transaction.

541

542 **67.11. Leasing Of Real Property.**

543 67.11-1. All leasing of tribal land shall be processed ~~through the Division of Land Management.~~

544 ~~67.11-2. Commercial, Agricultural and Residential Leases of tribal trust land are available, in~~
545 ~~accordance with preference given to Oneida tribal citizens and programs. the Tribe's Leasing law.~~

546 ~~67.11-3. All leases shall include the responsibility of the lessee and lessor regarding the~~
547 ~~following principles:~~

548 ~~(a) Possession of Leased Premises;~~

549 ~~(b) Improvements;~~

550 ~~(c) Maintenance of Premises;~~

551 ~~(d) Assignment and Subleasing;~~

552 ~~(e) Options to Renew;~~

553 ~~(f) Destruction of Premises;~~

554 ~~(g) Termination of Lease;~~

555 ~~(h) Breach of Lease;~~

556 ~~(i) Use of Premises;~~

557 ~~(j) Term of Lease;~~

558 ~~(k) Security Deposit.~~

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559 ~~67.11-4. Assignment of leasehold interest for the purpose of financing shall be processed and~~
 560 ~~recorded at the appropriate office by the Division of Land Management. No assignment or related~~
 561 ~~encumbrance to the leasehold interest shall be valid without approval and recordation through~~
 562 ~~procedures established by the Division of Land Management.~~

563 ~~67.11-5. In the event of default by the Lessee of the terms of an approved encumbrance, and the~~
 564 ~~Lessee's assignment reaches the point of sale or foreclosure, the Division of Land Management~~
 565 ~~shall have the right to correct the default. If the default is corrected under these circumstances the~~
 566 ~~Lessee will be subject to further proceedings under the Oneida Administrative Procedures Act,~~
 567 ~~Section 10 Contested Cases, which may lead to termination of Lessee's lease, loss of~~
 568 ~~improvements, revised payment schedule and/or Garnishment of Lessee's wages in order to pay~~
 569 ~~the remainder of the default.~~

570

571 **67.12. Records.**

572 67.12-1. *Purpose.* The purpose of recording is to provide evidence of activities that effect land
 573 title; preserve a record of the title document; and give constructive notice of changes to the title.

574 67.12-2. *Types Of Record.* The Division of Land Management shall develop a system for timely
 575 recording of Oneida Reservation title documents, including the following:

- 576 (a) Deeds
- 577 (b) Probate orders
- 578 (c) Mortgages and other valid liens
- 579 (d) Easements, covenants, restrictions
- 580 (e) Certified Survey Maps and Plats of survey
- 581 (f) Patents
- 582 (g) Declarations of Involuntary Transfer or Taking
- 583 (h) Satisfactions
- 584 (i) Leases
- 585 (j) Contracts
- 586 (k) Home Purchase Agreements
- 587 (l) Correction of Title defects

588 67.12-3. *Recordable Documents.* The original, a signed duplicate, or certified copy of the title
 589 document listed above shall be submitted for recording.

590 67.12-4. *Accessibility.* It is the policy of the Division of Land Management to allow access to
 591 land records and title documents unless such access would violate the Privacy Act (5 U.S.C.
 592 552a).

593 67.12-5. *Certification.* Upon request, the Legal Services office will conduct a title examination
 594 of a tract of land by a qualified title examiner and provide a title status report to those persons
 595 authorized by law to receive such information, along with certification of these findings by the
 596 staff attorney.

597 67.12-6. *Tribal Seal.* The Land Commission is empowered to have made and provided to the
 598 Division of Land Management the seal of the Oneida Tribe to be used to authenticate documents
 599 which are certified by the staff attorney.

600

601 **67.13. Real Estate Licensing.**

602 67.13-1. *General.* Any person engaged in the business of buying, selling, advertising, listing or
 603 leasing tribal property shall be required to hold a Tribal Property License. A license requirement
 604 is established in order to protect the tribe and its members from fraud, dishonesty or
 605 incompetence in the negotiation and transfer of real property.

606 67.13-2. *Who Must Be Licensed.*

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607 (a) *Tribal Property Brokers.* A Tribal Property Broker is defined as any person who has
608 training in all aspects of real property, and acts for another person or the tribe to perform
609 any of the following real property duties:

- 610 (1) selling;
- 611 (2) listing;
- 612 (3) buying;
- 613 (4) leasing;
- 614 (5) renting;
- 615 (6) exchanging;
- 616 (7) negotiating any of above activities.

617 (b) *Salespersons.* A Tribal Property Salesperson is defined as any person who assists a
618 Broker in accomplishing any of the above real property duties, and has been certified to
619 have received the level of training outlined in this Law.

620 (c) *Apprentices.* Any person desiring to act as an tribal property salesperson shall file
621 with the Division of Land Management an application for a license. A GED, HSED or
622 high school diploma is required, except for those who write and pass a preliminary
623 examination covering general knowledge including reading, writing, arithmetic and
624 general real estate terminology.

625 67.13-3. *Exceptions.* This Section does not apply to the following:

- 626 (a) persons who perform real property duties on their own property;
- 627 (b) receivers, trustees, administrators, executors, guardians or persons appointed by or
628 acting under the judgment or order of any judicial system;
- 629 (c) tribal public officers while performing their official duties;
- 630 (d) banks, savings and loan associations and other designated financial institutions when
631 transacting business within the scope of their corporate powers as provided by law;
- 632 (e) any licensed attorney who, incidental to the general practice of law, negotiates loans
633 secured by real estate mortgages or encumbrances or transfers of real estate;
- 634 (f) employees, such as janitors, custodians or other employed by the tribe who show
635 property or accept lease applications as an incidental part of their duties.
- 636 (g) persons who list, sell, or transfer real property for a cemetery association of a church,
637 tribal program or other nonprofit organization.

638 67.13-4. *Licensing Procedure*

639 (a) *Education Requirements.* Conference seminars, courses at accredited institutions, and
640 Oneida Career Center classes will be accepted as proof of the hours of education received
641 by an applicant.

642 (1) Each applicant for a salesperson's license must submit to the Division of Land
643 Management, proof of attendance at 45 classroom hours of educational programs
644 dealing with State, Federal and Tribal transfer of Real Property. At least 25
645 classroom hours shall cover Tribal and Federal real property law.

646 (2) Each applicant for a broker's license must submit to the Division of Land
647 Management, proof of attendance at 90 classroom hours of education programs
648 addressing State, Federal and Tribal transfer of Real Property.

649 (b) *Experience Requirements.* Each applicant for a tribal broker's license must submit to
650 the Division of Land Management, proof of at least one year of experience as a real
651 property salesperson, or as a broker in another jurisdiction.

652 (c) *Examination.* The Licensing Examination for tribal brokers and salespeople shall be
653 administered through the Oneida Career Center.

654 (1) Land Commission will create a test which will contain the following materials:

- 655 (A) 50% Tribal Law
 656 (B) 30% Federal Law
 657 (C) 20% Wisconsin Law
- 658 (2) A score of 75% or better on each portion of the examination is required to
 659 pass. If an applicant fails any of the three portions of the exam, that applicant will
 660 have six opportunities to retake the failed portion within the following six months.
 661 If that applicant cannot pass the failed portion within the following six months, he
 662 or she must retake the entire exam to qualify for a license.
- 663 (d) *Fees.* The following fees are applicable to tribal licensees. The Land Commission
 664 will establish an equitable fee schedule for the following:
- 665 (1) issuance of a tribal salesperson or broker license
 666 (2) annual renewal fee for a tribal salesperson or broker license
 667 (3) late penalty for filing within 30 days of expiration
 668 (4) late penalty for filing within year of expiration
 669 (5) Test fee
- 670 (e) *Licensing.* An applicant who has passed the appropriate license examination and has
 671 complied with the necessary requirements will be granted a license by the Oneida Land
 672 Commission. The license authorizes the licensee to engage in the activities of a tribal real
 673 property broker or salesperson as described in this Law. All licenses shall show the name
 674 and business address of the licensee.
- 675 67.13-5. *Rules Of Responsibility*
- 676 (a) The intent of this section is to establish minimum standards of conduct for real
 677 property licensees and to define that conduct which may result in Land Commission action
 678 to limit, suspend or revoke the license of a real property broker, salesperson or apprentice,
 679 or impose a fine.
- 680 (b) Violations of rules in this section may demonstrate that the licensee is incompetent, or
 681 has engaged in improper, fraudulent or dishonest dealings.
- 682 (1) A licensee has an obligation to treat all parties to a transaction fairly.
 683 (2) In order to comply with Federal and Tribal law, licensees shall not
 684 discriminate against, nor deny equal services to, nor be a party to any plan or
 685 agreement to discriminate against a person because of sex, race, color, handicap,
 686 religion, national origin, sex or marital status of the person maintaining a
 687 household, lawful source of income, sexual orientation, age or ancestry.
 688 (3) Licensees shall not provide services which the licensee is not competent to
 689 provide unless the licensee engages the assistance of one who is competent.
 690 (4) Licensees shall be knowledgeable regarding laws, public policies and current
 691 market conditions on real estate matters and assist, guide and advise the buying
 692 and selling public based upon these factors.
 693 (5) Licensees shall not advertise in a matter which is false, deceptive, or
 694 misleading.
 695 (6) Licensees shall not personally accept any commission, rebate, or profit from
 696 any of their real property dealings.
 697 (7) Licensees shall not engage in activities that constitute the unauthorized
 698 practice of law.
 699 (8) Licensees shall not discourage any person from retaining an attorney.
 700 (9) Licensees shall not exaggerate, misrepresent or conceal material facts in the
 701 practice of real estate.
 702 (10) Licensees shall not knowingly transmit false information.

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- 703 (11) No licensee shall draft or use any document which the licensee knows falsely
704 portrays an interest in real estate.
705 (12) Licensee shall not disclose any of the terms of one prospective buyer's offer
706 to purchase to any other prospective buyer.
707 (13) Licensee shall not issue checks upon trust accounts which contain insufficient
708 funds.
709 (14) Licensees shall notify the Division of Land Management if they are convicted
710 of a crime, except motor vehicle offenses, so that a determination can be made
711 whether the circumstances of the crime are substantially related to the practice of a
712 tribal real property broker or salesperson.
713 (15) Licensees shall not render services while the ability of the licensee to
714 competently perform duties is impaired by mental or emotional disorder, drugs or
715 alcohol.
716 (16) Licensee shall not enter into overlapping agreements that could be construed
717 as dual agency.

718 **67.13-6. Penalties For Violation Of This Law**

- 719 (a) Fines for minor infractions may be imposed by the Land Commission for any amount
720 up to \$50.00. Minor infractions may include the first three infractions of the above listed
721 offenses, or others as defined by the Land Commission.
722 (b) The Land Commission shall provide a fair hearing, as per Oneida Nation
723 Administrative Procedure Act, Section 10. Contested Cases, for any person alleged to
724 have violated this section, before a penalty is ordered.
725 (c) Major infractions of this section may lead to an action to limit, suspend or revoke the
726 license of the defendant; disposition of a fine for any amount up to \$500; and/or penalties
727 and judgments authorized by the Oneida Administrative Procedures Act Section 10(e).

728 **67.13-7. Licensing Fee For Non-tribal Brokers.** The Division of Land Management is
729 empowered to develop a licensing fee schedule and collection procedures for all brokers who
730 enter a consensual agreement to sell property to the Oneida tribe and are not licensed by this Law.
731 These fees will be used for maintenance of services and management of Real Property within the
732 authority of this Law.

734 **67.14. Real Estate Financing.**

735 67.14-1. The goal of tribal loan programs is to maintain and improve the standard of living for
736 tribal members, while protecting and expanding the Tribal Land base.

737 67.14-2. Consistent with available funds, the Division of Land Management shall provide loan
738 programs for the following purposes:

- 739 (a) Financing the purchase or down payment of existing homes and lands,
740 (b) Construction of new homes,
741 (c) Repair and improvement to existing homes,
742 (d) Refinancing existing mortgages,
743 (e) Purchasing or refinancing mobile homes,
744 (f) Consolidation of Loans, and
745 (g) Real Estate Tax Arrearage.

746 **67.14-3. Eligibility Requirements For All Loans:**

- 747 (a) All applicants must be 21 years of age.
748 (b) Applicant(s) must be an enrolled member of the Oneida Tribe.
749 (c) Financed property must be located within the boundaries of the Oneida Reservation.
750 (d) Applicants must have an acceptable credit rating.

For OBC consideration (redline)

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751 67.14-4. All loan programs are provided only to tribal members in order to respond to the Oneida
752 Tribe's legislative purpose of expanding and maintaining tribal jurisdiction over all land within
753 the boundaries of the Oneida Reservation, while fulfilling basic membership needs for adequate
754 housing.

755 (a) The applicant for any loan must list one to three Oneida Tribal members who will
756 inherit any interest in Real Property mortgaged by a Tribal loan program, upon death of
757 the applicant.

758 (b) If the spouse of an applicant is a non-tribal member, he/she may continue to pay off
759 the loan, as long as he/she agrees to list three tribal beneficiaries in case of death. Once
760 the loan is satisfied, the designation of beneficiaries to the mortgaged interest in fee
761 property will lapse.

762 (c) If the applicant and non-tribal spouse commence divorce proceedings, the Division of
763 Land Management may

764 (1) refinance the enrolled member's loan balance so he/she may secure the entire
765 property,

766 (2) provide an offer to purchase the entire property and pay off liens,

767 (3) consider some other financial agreement that would assist the tribal applicant
768 in retaining property within the boundaries of the reservation.

769 (d) A non-tribal spouse shall sign an affidavit at the time that a tribal loan is accepted
770 indicating he/she is informed of this regulation and consent to the tribal spouse receiving a
771 mortgage against homestead property, held in fee, with this condition attached.

772 67.14-5. *Foreclosures*

773 (a) *Default.* Any Tribal Loan that is in default for three consecutive months is subject to
774 foreclosure proceedings, provided that a Notice of Arrears, showing the increasing
775 amounts payable to cure the default, has been sent to the loan holder(s) each month by the
776 Loan Officer.

777 (b) *Decision To Foreclose.*

778 (1) After three notices, the Loan Officer will provide the Director of Land
779 Management, and the Loan Committee, all documents and information necessary
780 to determine whether or not foreclosure proceedings should be started.

781 (2) Any recommendation to foreclose will be put on the next Land Commission
782 agenda for concurrence, scheduling of a hearing, and designation of a three-person
783 hearing body.

784 (3) Each member of the three-person hearing body will receive \$150 for being
785 present at the scheduled hearing, reviewing all information presented, and
786 providing a final decision, opinion, order or report based on their deliberations,
787 except for employees of the Oneida Tribe who have permission to be a part of the
788 hearing body as part of their job.

789 (4) The Director of Land Management will make provisions for necessary clerical
790 support for the three-person hearing body.

791

792 **67.15. Tribal Real Estate Taxes.**

793 67.15-1. Regulations for the promulgation of a Real Estate Tax Code will be developed by the
794 Division of Land Management by October 1, 1996, in order to provide for increasing costs for
795 services provided to occupants of tribal land, such as environmental services, public roads, fire
796 protection, recycling, garbage pick-up, water and sewer, transportation, traffic control, loans, and
797 management of real property.

798

799 **67.16. Organization.**

800 67.16-1. General

801 (a) The Division of Land Management shall administer all transactions that come under
802 this Law.

803 (b) All tribal agencies will process any type of real property acquisition, including
804 donations, through the Division of Land Management.

805

806 67.16-2. Land Commission

807 (a) *Number of Commissioners.* The Commission shall be comprised of seven (7) elected
808 Tribal members.

809 (b) *Term of Office.* The terms of office for the Commissioners shall be three (3) years.
810 Terms shall be staggered with expiring positions elected every year. The first elected
811 Land Commissioners shall serve according to the following formula, and staggering of
812 terms shall begin thereafter:

813 (1) The three (3) candidates receiving the three highest number votes shall serve
814 an initial term of three (3) years.

815 (2) The two (2) candidates receiving the next two highest number votes shall serve
816 an initial term of two (2) years.

817 (3) The two (2) candidates receiving the next two highest number of votes shall
818 serve an initial term of one (1) year.

819 (4) In the event of a tie vote in the first election, a coin toss shall determine which
820 candidate shall serve the longer term.

821 (c) *Powers and Duties.* The Land Commission shall have the following powers and
822 duties:

823 (1) The Land Commission shall set standards of professional competence and
824 conduct for the professions detailed in this Law, review the examination grades of
825 prospective new practitioners, grant licenses, investigate complaints of alleged
826 unprofessional conduct, and perform other functions assigned to it by law.

827 (2) Hear and decide, as the original hearing body, contested cases that may arise
828 from this Law.

829 (3) Implement and interpret the provisions of this Law.

830 67.16-3. Administration

831 (a) Director of Division of Land Management. The Director shall have the following
832 powers and duties:

833 (1) Hire, train, and establish operational and objective commitments for support
834 staff needed to implement this Law.

835 (2) Supervise staff in accordance with Tribal Personnel Policies and Procedures.

836 (3) Provide Declaratory Ruling per procedures in this Law and the Oneida Nation
837 Administrative Procedures Act.

838 (4) Implement all aspects of this Law through the Oneida Tribal Planning and
839 Budgeting Process.

840

841 *End.*~~842~~

844

845 Adopted - BC-5-29-96-A

846 Amended-BC-3-01-06-D

847 Amended-BC-04-28-10-E

848 Amended - BC-02-25-15-C

CHAPTER 67
REAL PROPERTY LAW
Tokʼske Kayanlʼhsla Tsiʼ Niʼyohuntsyaʼté
The real/certain laws of the territory of the nation

67.1. Purpose and Policy.	67.9. Disposition Of Estates Of Deceased Tribal Members.
67.2. Adoption, Amendment, Conflicts.	67.10. Real Estate Trust Accounts.
67.3. Rules Of Statutory Construction.	67.11. Leasing Of Real Property.
67.4. Definitions.	67.12. Records.
67.5. Interests In Real Estate: Individual Or Tribal.	67.13. Real Estate Licensing.
67.6. Holding Of Ownership.	67.14. Real Estate Financing.
67.7. Legal Descriptions.	67.15. Tribal Real Estate Taxes.
67.8. Title Transfer.	67.16. Organization.

67.1. Purpose and Policy.

67.1-1. Purpose

- (a) The purpose of this Law is to provide regulations and procedures for the transfer, control and management of the territory within the exterior boundaries of the Reservation of The Oneida Tribe of Indians of Wisconsin and such other lands as may be added within or without said boundary line; and to integrate these regulations and procedures with the present real property laws and practices of other federal and state sovereigns which may hold applicable jurisdiction within the reservation.
- (b) In addition, this Law establishes a training and licensing mechanism for any person who lists, sells, buys, exchanges, leases, rents, or deals in any way with real property coming under the scope of this Law.
- (c) Nothing in this Law shall be construed as a waiver of the sovereign immunity of the Oneida Tribe of Indians of Wisconsin.

67.1-2. Policy

- (a) The provisions of this Law shall extend to all tribal lands and waters held in trust, all tribal lands and waters held in fee status, all fee status lands under the control of individual Oneida members, all heirship lands and waters and all individual and tribal trust lands and waters, all within the exterior boundaries of the Oneida Tribe of Indians of Wisconsin Reservation; and to such other lands as may be hereafter added, both within and without the exterior boundaries of the Oneida Reservation, under any law of the United States, except as otherwise provided by law.
- (b) The licensing provisions of this Law shall extend to any person who lists, sells, buys, exchanges, leases, rents or deals in any way with real property coming under 67.1-2(a), of this Law, including employees of the tribe.
- (c) Any transaction which would add property to the tribal land base shall be administered through the Division of Land Management under the provisions of this Law.
- (d) The sale of tribal land is specifically prohibited under this Law, except for the purposes of consolidation or partition of property.
- (e) It is not intended by this Law to repeal, abrogate, annul, impair or interfere with any rules, regulations, or permits previously adopted or issued pursuant to tribal or federal laws. Further, it is intended that Wisconsin law be considered as an integral part of real property transfer occurring within or without the Reservation, insofar as the transaction is between a non-Oneida person(s) who hold fee simple title to land within the Reservation and the Tribe or a tribal member.

36 (f) Expenses and Fees. The Land Commission shall establish an equitable fee schedule
37 for each activity or service provided in this Law. All fees collected will be used for the
38 maintenance of services and management of lands which come under the authority of this
39 Law.¹
40

41 **67.2. Adoption, Amendment, Conflicts.**

42 67.2-1. This Law was adopted by the Oneida Business Committee by resolution BC-5-29-96-A
43 and amended by resolutions BC-3-01-06-D, BC-04-28-10-E, BC-02-25-15-C and _____.

44 67.2-2. This Law may be amended or repealed by the Oneida Business Committee pursuant to
45 the procedures set out in the Oneida Legislative Procedures Act.

46 67.2-3. Should a provision of this Law or the application thereof to any person or circumstances
47 be held as invalid, such invalidity shall not affect other provisions of this Law which are
48 considered to have legal force without the invalid portions.

49 67.2-4. In the event of a conflict between a provision of this law and a provision of another law,
50 the provisions of this law shall control. Provided that, nothing in this law is intended to repeal or
51 modify any existing law, ordinance, policy, regulation, rule, resolution or motion.

52 76.2-5. This law is adopted under authority of the Constitution of the Oneida Tribe of Indians of
53 Wisconsin.
54

55 **67.3. Rules Of Statutory Construction.**

56 67.3-1. General words are understood to be restricted in their meaning by more specific words
57 which came before.

58 67.3-2. If the meaning of a general word cannot be reconciled with the meaning of a specific
59 word in this Law the specific word will control.

60 67.3-3. When a series of words of general meaning is followed by words of limitation, the
61 limitation will apply only to the last word in the list, unless otherwise stated.

62 67.3-4. The word "shall" is mandatory and the word "may" is permissive.

63 67.3-5. The Law should be read as a whole. The words are not meant to be isolated, and their
64 meaning must be found in reference to the statement as a whole.

65 67.3-6. If a later enacted Law or statute cannot be read in agreement with an earlier enactment,
66 the later enactment will control when interpreting the meaning from context.

67 67.3-7. "Land" is used to mean the earth's surface extending downward to the center of the earth
68 and upward to infinity, including things permanently attached by nature, such as tree and water.

69 67.3-8. "Real Estate" is used to mean the earth's surface extending downward to the center of
70 the earth and upward to infinity, including all things permanently attached to it, whether natural
71 or permanent man-made additions.

72 67.3-9. "Real Property" or "Property" is used to mean the earth's surface extending downward
73 to the center of the earth and upward to infinity, including all things permanently attached to it,

¹ Other laws that are relevant to the purpose and implementation of this Law include:

Oneida Shoreland Protection Ordinance

Oneida Zoning Ordinance

Oneida Administrative Procedures Act

25 CFR 150-179 (Land and Water)

25 CFR 15 (Probate)

25 CFR 261-265 (Heritage Preservation)

Wisconsin Statutes and Administrative Code relating to the practice of Real Estate

State and Federal Laws specifically cited in Ordinance

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74 whether natural or permanent man-made additions, plus the bundle of legal rights which include
75 control, exclusion, possession, disposition and enjoyment.

76 67.3-10. The word "Person" when used in this Law includes individuals, corporations or
77 partnerships.

78

79 **67.4. Definitions.**

80 67.4-1. Accounting. The responsibility of a broker to report the status of all funds received from
81 or on behalf of the principal.

82 67.4-2. Agency. Any tribal entity, board, commission, committee, department or officer
83 authorized by the Oneida Tribe to propose Law/rules for adoption by the Oneida Business
84 Committee. The term "Agency" shall not include the Oneida Business Committee or a tribal
85 appeals body.

86 67.4-3. Appraisal. A process of estimating a property's value.

87 67.4-4. Attorney. A person trained and licensed to represent another person in court, to prepare
88 documents defining or transferring rights in property and to give advice or counsel on matters of
89 law.

90 67.4-5. Broker. A person who acts as an agent and negotiates the sale, purchase or rental of
91 property on behalf of others for a fee, and must be licensed under this Law under certain
92 circumstances.

93 67.4-6. Bundle of Rights. The "rights" of ownership include the right of possession, the right to
94 control the property within the framework of the law, the right of enjoyment, the right of
95 exclusion and the right of disposition.

96 67.4-7. Buyer. The person who hires a broker to find a parcel of real estate that has certain
97 characteristics or is usable for specific purposes; or the person who buys a piece of real estate
98 from a seller broker or salesperson.

99 67.4-8. Care. The broker must exercise a reasonable degree of care and skill while transacting
100 the business of the principal.

101 67.4-9. Certified Survey Map. A map officially filed and approved by the County, Tribal or
102 municipal governments, which provides the legal description of any land in question.

103 67.4-10. Contested Cases. A proceeding before an Agency in which an opportunity for a
104 hearing before the Agency is required by law prior or subsequent to the determination of the
105 Agency of the legal rights, duties, or privileges of specific parties unless otherwise provided for
106 by tribal law. This includes the revocation, suspension or modification of a license or permit
107 when a grant of such application is contested by a person directly affected by said licensing or
108 permitting. See Oneida Administrative Procedures Act.

109 67.4-11. Counseling. Providing clients with competent independent advice based on sound
110 judgment, on such things as alternative courses of action regarding the purchase, use and
111 investment of property.

112 67.4-12. Development. The construction of improvements on land.

113 67.4-13. Disclosure. The broker's duty to keep the principal fully informed at all times of all
114 facts or information the broker obtains that could affect the transaction.

115 67.4-14. Dual Agency. When a broker receives compensation from both buyer and seller in a
116 transaction.

117 67.4-15. Education. The provision of information to both the real estate practitioner and the
118 consumer.

119 67.4-16. Fiduciary. One who is placed in a position of trust and confidence and normally is
120 responsible for the money and/or property of another. A broker and a salesperson are both
121 fiduciaries.

- 122 67.4-17. Financing. Financing is the business of providing funds by means of a mortgage loan.
123 67.4-18. Fixtures. Articles that were once personal property but has been so affixed to land or a
124 building that the law construes it to be part of the real estate.
125 67.4-19. Fraud. The intentional misrepresentation of a material fact in such a way as to harm or
126 take advantage of another person. In addition to false statements about a property, the concept of
127 fraud covers intentional concealment or nondisclosure of important facts.
128 67.4-20. Individual Fee Land. Land held in fee by an individual or group of individuals.
129 67.4-21. Individual Tribal Property. Real property owned by an Oneida Tribal member in fee or
130 held in trust for that member by the United States of America.
131 67.4-22. Individual Trust Land. Land held by the United States of America in trust for the
132 benefit of an individual Tribal member.
133 67.4-23. Intestate. One who dies without having made a will; or property not disposed of by
134 will.
135 67.4-24. Judiciary. The judicial system that was established by Oneida General Tribal Council
136 resolution GTC-01-07-13-B to administer the judicial authorities and responsibilities of the
137 Tribe.
138 67.4-25. Law of Agency. The body of law that governs the rights and duties of principal, agent
139 and third persons.
140 67.4-26. Mobile Home. A building which, when originally constructed, was prefabricated and
141 on wheels to allow movement from one location to another with minimal modifications
142 necessary to attach utilities. It is considered to be personal unless it is permanently affixed to the
143 land, at which point it is considered real property.
144 67.4-27. Personal property or Personalty. All property that does not fit the definition of real
145 property, and usually the characteristic of being "movable."
146 67.4-28. Plat Map. Map of a piece of property that may be a part of a larger parcel of real estate
147 or may be composed of several smaller ones which the surveyor resurveys. This new map is
148 called a Plat map, and it creates a new legal description which must be tied to the description on
149 a Certified Survey Map(s), to be considered acceptable for transfer of property.
150 67.4-29. Probate. An official authentication of a will, and/or official administration of an estate
151 of a deceased person.
152 67.4-30. Reservation. That area within the exterior boundaries as set out in the 1838 Treaty with
153 the Oneida 7 Stat. 566, and that land purchased and held by the United States of America in trust
154 for the Oneida Tribe of Indians of Wisconsin outside those exterior boundaries
155 67.4-31. Salesperson. A person who receives a fee or commission to work on behalf of the
156 broker, and must be licensed under this Law under certain circumstances.
157 67.4-32. Subsurface Rights. The rights to natural resources lying below the earth's surface.
158 67.4-33. Sun Rights. A solar energy owner's right to access to the sun.
159 67.4-34. Surface Rights. The rights to use the surface of the earth within boundaries defined in
160 a transfer of real property.
161 67.4-35. Tribal Fee Land. Land held in fee by the Oneida Tribe.
162 67.4-36. Tribal Property. Real property owned by the Oneida Tribe in fee or held for the Tribe
163 by United States of America.
164 67.4-37. Tribal Trust Land. Land held by the United States of America in trust for the benefit of
165 the Oneida Tribe.
166 67.4-38. Tribe. Oneida Tribe of Indians of Wisconsin. Also known as the Sovereign Oneida
167 Nation in Wisconsin, and On'nyote' a-ká.
168

169 **67.5. Interests In Real Estate: Individual Or Tribal.**

170 67.5-1. Fee Simple Absolute. The greatest interest of ownership or distribution in a parcel of
171 land that it is possible to own i.e. no conditions. Sometimes simply designated as fee. Tribal
172 individuals, non-tribal individuals and tribal government may hold fee interest in land within the
173 Oneida Reservation.

174 67.5-2. Leasehold. The interest in fee or trust property that is qualified by some future
175 determinant such as time, age, or an act/incident.

176 67.5-3. Fee or Trust subject to a Condition. An interest which includes a proviso in the deed or
177 will that upon the happening or failure to happen of a certain event, the title of the purchaser or
178 devisee will be limited, enlarged, changed or terminated.

179 67.5-4. Life Lease. A lease of the right of use and occupancy of Tribal Fee or Trust Lands for
180 the life of an individual either Oneida tribal or non-tribal.

181 67.5-5. Trust. Land held by the United States of America in trust for the Oneida Tribe of
182 Indians of Wisconsin, or for a member of this tribe.

183 67.5-6. Life Use, or Estate. A claim or interest in individual trust property by a non-tribal
184 spouse, not amounting to ownership, and limited by a term of life of the person in whom the
185 right is vested.

186

187 **67.6. Holding Of Ownership.**

188 67.6-1. Interests in land by more than one person may be held in the following ways:

189 (a) Joint tenancy with right of survivorship: Each owner has an equal, undivided interest
190 in the property. As an owner dies, their share is divided among the remaining owners, so
191 the last living owner owns the entire property.

192 (b) Tenancy in common. Each owner has a percentage interest in the property. As an
193 owner dies, that owner's interest is divided among his or her devisees or heirs. Two or
194 more individuals holding property are tenants in common unless:

195 (1) a deed, transfer document or marital property agreement specifically states
196 the property is held as joint tenants with rights of survivorship; or

197 (2) a married couple holds the property without a marital property agreement that
198 specifically states the property is held as tenants in common.

199

200 **67.7. Legal Descriptions.**

201 67.7-1. The legal description for any land transferred under this Law will be derived from a
202 Certified Survey Map (CSM) or Plat of Survey completed by a registered Land Surveyor
203 according to currently accepted minimum standards for property surveys. If the Plat of Survey
204 changes the legal description of the CSM for the same piece of property, the CSM legal
205 description will be used on transfer documents along with the Plat of Survey description
206 designated "**Also Known as ...**" Section, Township, Range and Fourth Principal Meridian must
207 be within all tribal legal descriptions.

208 67.7-2. Every land survey shall be made in accordance with the records of the County Register
209 of Deeds for fee land, and in accordance with the records of the Oneida Division of Land
210 Management for all trust lands. The surveyor shall acquire data necessary to retrace record title
211 boundaries such as deeds, maps, certificates of title, Title Status Reports from the Bureau of
212 Indian Affairs, Tribal Leases, Tribal Home Purchase Agreements, center line and other boundary
213 line locations.

214 67.7-3. Legal description defining land boundaries shall be complete providing unequivocal
215 identification of line or boundaries.

216 67.7-4. In addition to Survey Map requirements outlined in Wisconsin Administrative Code,
217 Chapter A-E7, all surveys prepared for the Oneida Tribe should indicate setbacks, building
218 locations and encroachments.

219 67.7-5. Legal descriptions will be used on transfer documents formalizing a purchase, real estate
220 sale, lease, foreclosure, probate transfer to beneficiaries or trust acquisition and tribal resolutions
221 indicating legislative approval.

222 67.7-6. When real estate is listed for sale or lease to tribal members, the address is considered an
223 adequate legal description of the property.

224

225 **67.8. Title Transfer.**

226 67.8-1. General. It is presumed that the intentions of parties to any real property transfer are to
227 act in good faith. For this reason, this shall be liberally construed when faced with conflict or
228 ambiguity in order to effectuate the intentions of the parties.

229 67.8-2. The Division of Land Management shall use only those title companies duly registered
230 with the Department of Interior and approved by the Division of Land Management to update
231 abstracts or provide Title Insurance on real property scheduled for trust acquisition.

232 (a) Title Companies must follow general guidelines provided by federal government in
233 terms of form, content, period of search, destroyed or lost records and Abstracter's
234 Certificate.

235 (b) When researching Land title within the reservation which is being considered for
236 trust acquisition, the Title Company will be requested to search the title back to the
237 original allottee, to assure that patents or Indian Deeds were legally issued.

238 (c) Any valid liens or encumbrances shown by the Commitment for Title Insurance must
239 be eliminated before the Title is transferred into Trust.

240 (d) After land is in trust, title search of County records is no longer acceptable. Title
241 Status Reports from Oneida Division of Land Management or the Bureau of Indian
242 Affairs shall be used to verify all valid encumbrances, if any, on the title. A valid
243 encumbrance is one that has been preapproved, in writing, by the Division of Land
244 Management.

245 67.8-3. The Warranty Deed is the formal document used by the Division of Land Management
246 to transfer title from one party to another. It shall not be considered valid unless it is in writing
247 and:

248 (a) Identifies the grantor and grantee;

249 (b) Provides the legal description of the land;

250 (c) Identifies the interest conveyed, as well as any conditions, reservations, exceptions,
251 or rights of way attached to the interest.

252 (d) Is signed by or on behalf of each of the grantors;

253 (e) Is signed by or on behalf of each spouse, and

254 (f) Is delivered.

255 67.8-4. A Warranty Deed prepared for Trust Acquisition shall, in addition to that listed in 8-3,
256 include the following:

257 (a) The federal authority for Trust Acquisition;

258 (b) Any exceptions or exclusions from State fees or other transfer requirements;

259 (c) The approximate acreage of the real property being transferred to Trust; and

260 (d) The authority and signature of the appropriate Department of Interior official who
261 accepts the real property into Trust.

262 67.8-5. A Warranty Deed transferring fee simple title shall be recorded in the appropriate Register
263 of Deeds office. Once the real property is in trust, the Title shall be recorded with the Oneida

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264 Division of Land Management and the Aberdeen Title Plant for the United States Department of
265 the Interior.

266 67.8-6. An involuntary Transfer of title may occur in the following ways:

267 (a) Tribal Eminent Domain is the right of the Tribal Government to acquire private land
268 for public uses without the consent of private owners. Public uses include, but are not
269 limited to, environmental protection, streets, highways, sanitary sewers, public
270 utility/sites, waste treatment facilities and public housing. Attempts must first be made to
271 negotiate an agreeable taking by the Tribal Government; thence provide an offer to
272 purchase based on a tribal appraisal of the property; and provide compensation for the
273 taking. Provision for required hearing on the taking and appeals to the Judiciary can be
274 found in the Judiciary's rules of procedure.

275 (b) Foreclosures may occur whenever a tribal member ceases payment on a mortgage for
276 leasehold improvements, a tribal home purchase agreement, or home improvement loan.
277 If the loan is through a public lending institution the Tribe may choose to pursue its option
278 to purchase the loan and finalize the foreclosure through the Division of Land
279 Management. A decision to foreclose shall be handled as a Contested Case according to
280 the Oneida Nation Administrative Procedures Act, Section 10. Contested Cases and 11.
281 Appellate Review. Also see 14-5 of this Law.

282 (c) The Indian Land Consolidation Act was passed by Congress and became effective
283 January 12, 1983 (Pub.L. No. 97-459, 96 Stat. 2515, and amended on October 30, 1984 by
284 Pub.L. No. 98-608, 98 Stat. 3171). Section 207 of said Act is incorporated into this Law,
285 which provides that if it is determined that the decedent's ownership in a given parcel of
286 land is 2 percent or less of the total acreage, and that interest is incapable of earning
287 \$100.00 in any one of the five (5) years from the date of the decedent's death, thence that
288 ownership interest shall escheat, or pass, to the Tribe having jurisdiction over said land,
289 for just compensation, unless the heirs can prove by substantial evidence that the above
290 determination was wrong. This determination will be made through Probate proceedings
291 in 67.9 of this Law.

292 (d) Upon the Tribe receiving majority consent from heirs, the Land Commission may
293 approve an Order Transferring Inherited Interests under the authority of Section 205 of the
294 Indian Land Consolidation Act provided that none of the Indians owning an undivided
295 interest is willing to purchase or match the tribes offer.

296 (e) An Involuntary Transfer of Title cannot occur without a hearing in front of the Land
297 Commission, or its designated subcommittee, under procedures of the Oneida Nation
298 Administrative Procedures Act, Section 9. Declaratory Ruling, or Section 10. Contested
299 Cases.

300 (f) Easements for Landlocked Properties. A procedure for handling a request for an
301 easement will be developed and approved by the Land Commission.

302 67.8-7. Records. All documents pertaining to trust property within the Oneida Reservation shall
303 be recorded in the United States of America Aberdeen Title Plant as well as the Division of Land
304 Management. See also Section 12.

305 67.8-8. All Individual and Tribal lands purchased in fee shall be transferred to Trust held by the
306 United States of America through procedures promulgated by the Division of Land Management,
307 and supported by waivers approved by the Secretary of Interior or designate.

308

309 **67.9. Disposition Of Estates Of Deceased Tribal Members.**

310 67.9-1. The purpose of this section is to formalize laws to handle the disposition of deceased
311 tribal members' trust property, with or without a will. The intent of this section is to provide

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312 procedures which make it possible for equitable and fair decisions to be made for the surviving
313 family, as well as promoting ongoing peace and harmony within the community.

314 (a) Tribal members holding fee land within the reservation may use the laws and
315 procedures of the State of Wisconsin or those of this Law.

316 (b) Tribal members holding trust land within the reservation shall use the laws and
317 procedures of this Section.

318 67.9-2. Non-members of The Oneida Tribe and non-citizens of the United States cannot acquire
319 Trust land through inheritance. Where interests are specifically devised to individuals ineligible
320 to inherit the following options are provided:

321 (a) Sale of interest to the Oneida Tribe or an eligible heir for its fair market value;

322 (b) Acquire a life estate in the property if an ineligible spouse and/or minor child.

323 67.9-3. Interests of Heirs who cannot be found will be sold to the Oneida Tribe at fair market
324 value, or to an eligible heir, and the money returned to the estate for distribution.

325 67.9-4. In the absence of any heir or devisee, interests will escheat to the Oneida Tribe of Indians
326 of Wisconsin.

327 67.9-5. Personal property which does not come under the guidelines of this Law, and may be
328 distributed at the traditional ten day meal by family members, include:

329 (a) Clothing, furnishings, jewelry, and personal effects of the deceased not valued at more
330 than \$100 per item.

331 (b) Ceremonial clothing or artifacts, including eagle feathers, beadwork, dance sticks,
332 flutes, drums, rattles, blankets, baskets, pottery, medicines, and animal skins.

333 67.9-6. The Land Commission, or its designated sub-committee, shall make a declaratory ruling
334 by authority of the Administrative Procedures Act, Section 9, in any case brought before them by
335 any person claiming to be an heir of the deceased and requesting any of the following
336 determinations:

337 (a) Heirs of Oneida members who die without a will (intestate) and possessed of fee or
338 trust property coming under the authority of the Oneida Tribe of Indians of Wisconsin;

339 (b) Approve or disapprove wills of deceased Oneida members disposing of trust property;

340 (c) Accept or reject full or partial renunciations of interest;

341 (d) Allow or disallow creditors' claims against estates of deceased Oneida members;

342 (e) Decree the distribution of all assets of a deceased Oneida member.

343 67.9-7. The Staff Attorney for the Division of Land Management will prepare a file for each
344 probate hearing within 30 days of receipt of a Request for Probate Hearing from anyone claiming
345 to be an heir of the deceased. Extensions to this 30 day requirement shall be requested from the
346 Land Commission when proven necessary to complete the file. Relatives and agencies will be
347 asked to cooperate in developing a complete probate file containing:

348 (a) Family history information,

349 (b) Death certificate,

350 (c) Personal and Real Property Inventory,

351 (d) BIA-IIM Account Report,

352 (e) Creditor Claims,

353 (f) Original will, if any,

354 (g) Names, addresses and phone numbers of all parties-in-interest.

355 67.9-8. Definitions As Used In This Section

356 (a) Children And Issue: Includes adopted children and children of unwed parents where
357 paternity has been acknowledged, or established by court decree. This does not include
358 non-adopted step-children.

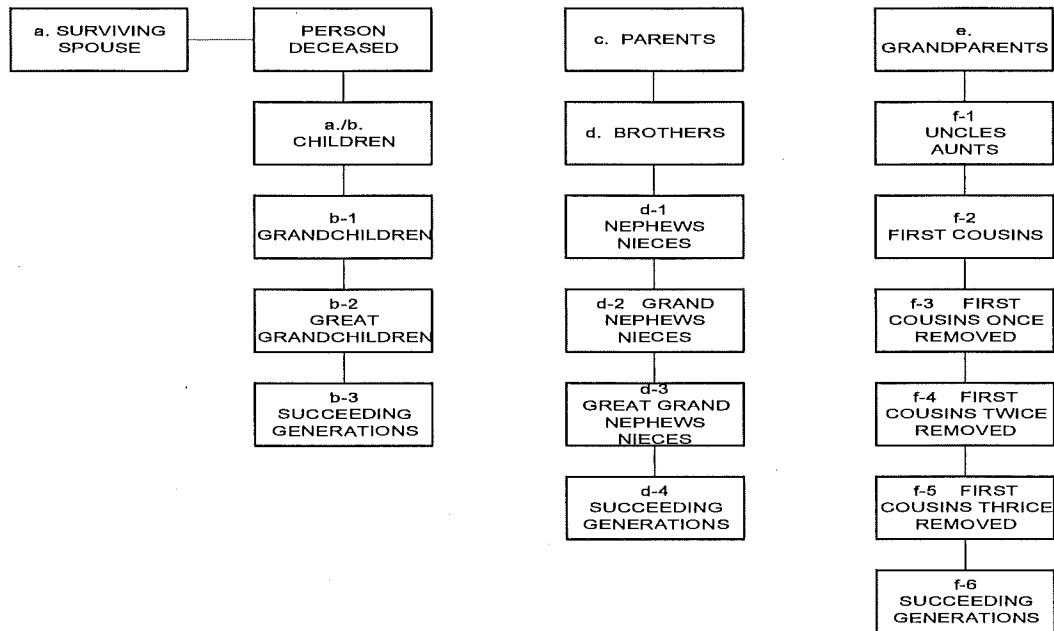
359 (b) Parties-in-interest: This includes:

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- 360 (1) Heirs of the decedent
361 (2) A beneficiary named in any document offered for probate, such as the will of
362 the decedent, land lease or sale agreement for real estate.
363 (3) A person named as administrator or personal representative in any document
364 offered for probate.
365 (4) Additional persons as the Land Commission may by order include who may be
366 affected by the actions of the Land Commission, or its designated sub-committee,
367 whether by receipt of or denial of any property which is a part of the action.
- 368 (c) Heirs: Any person who is entitled under Tribal law to an interest in the property of a
369 decedent.
- 370 67.9-9. *Parties-in-interest*. The net estate of a decedent, not disposed of by will, passes to his/her
371 surviving heirs or Parties-in-interest as follows:
- 372 (a) To the spouse:
- 373 (1) All Real Property.
374 (2) All other than Real Property if there are no surviving children of the decedent.
375 (3) 1/2 of other than Real Property of the decedent's estate if there are surviving
376 children of the decedent, or children of any deceased child of the decedent
377 (grandchildren) who take by right of representation.
- 378 (b) To Surviving Children and children of any deceased child of the decedent by rights of
379 representation;
- 380 (1) All of the estate if there is no surviving spouse, divided equally to all in the
381 same degree of kinship to the decedent. Surviving children of a deceased child of
382 the decedent will divide their parent's share.
- 383 (c) All of the estate to the parents, equally divided, if no surviving spouse, children or
384 children taking by right of representation.
- 385 (d) All of the estate to the brothers and sisters and children of deceased brothers or sisters
386 by representation, divided equally, If no surviving spouse, children, or parents.
- 387 (e) All of the estate to the grandparents of the deceased divided equally, if no surviving
388 spouse, children parents or brothers and sisters.
- 389 (f) All of the estate divided equally to lineal descendants of the grandparents of the
390 deceased in the same order as (b) thru (e) if no surviving spouse, children, parents
391 brothers/sisters, or grandparents of the decedent.

392

(g) Diagram of Intestate Succession as outlined in (a) thru (f) in Figure 1.



393

(h) Any 2% interests, or less, in land, as defined in 8-6(c) of this Law.

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67.9-10. When the Probate File is complete, it will be placed on the agenda for review by the Land Commission, who will first review it for sufficiency. If the Land Commission determines the file is incomplete, it is sent back to the Staff Attorney with further instructions. If the probate file is determined to be complete, a hearing shall be scheduled at a time when most, if not all, parties can attend.

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(a) *Notice*: All parties-in-interest will be sent a certified personal notice of the hearing to their current or last known address. The hearing notice will also be posted at NORBERT HILL CENTER, LITTLE BEAR DEVELOPMENT CENTER and other public places within the reservation, and published in at least two issues of the Kalihwisaks, the Milwaukee Sentinel/Journal, a Green Bay Paper and an Appleton paper. The notice will include time and place for hearing, agenda, approximate length of hearing and contact person. This notice will be provided at least 10 days before the hearing takes place.

(b) The hearing will generally adhere to the following format:

(1) Rules for an open, nonjudgmental discussion shall be presented and accepted.

(2) Probate file is reviewed and data added or corrected based on consensus of those present.

(3) Ample time is provided for full discussion of the process, presentation of additional data for the file, and defining of problems or disputes to be entered into the record.

(4) All problems or disputes shall be settled in this hearing, with all parties-in-interest present and assisting in this resolution. This includes recommendations for clear partition of any real property held in undivided interest, and full discussion of creditor claims. This hearing shall be continued to another date only if unpredicted circumstances or unavailable information impedes the progress of resolution.

(5) When all problems, disputes and legal issues of the case have been resolved to the satisfaction of all parties-in-interest, the hearing body will issue its Final or Declaratory Ruling to the Director of Land Management, who will notify the Land

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421 Commission and all parties involved in the hearing. This Final Ruling takes effect
422 60 days after mailings.

423 67.9-11. A party to a probate hearing may seek a rehearing of any of the above determinations
424 listed in 9-3 upon provision of a written request to the Director of the Division of Land
425 Management within 60 days after the Declaratory Ruling is issued. It is the responsibility of the
426 aggrieved party to make certain that adequate documentation necessitating a rehearing is attached
427 to the request.

428 (a) This request must include affidavits, witness list, summary of testimony and other
429 support documents which would provide a justifiable reason why any new information
430 was not available at the original hearing.

431 (b) If basis for rehearing is alleged procedural irregularities, the request shall include
432 complete documentation of these irregularities.

433 (c) If basis for rehearing is the constitutionality of the Law or its procedures, a legal brief
434 shall be attached to the request which clearly establishes the legal rationale for this claim.

435 (d) If basis for rehearing is that the determination is clearly erroneous, arbitrary and/or
436 capricious, a clear statement or legal brief summarizing the party's rationale for believing
437 this to be true shall be attached to the request.

438 67.9-12. The Director of Land Management will place the petition for rehearing on the first
439 agenda of the Land Commission following the receipt of the written request.

440 (a) The Land Commission may deny a rehearing if there is insufficient grounds for the
441 petition, or if the petition is not filed in a timely fashion.

442 (b) The Land Commission may order a rehearing based on the merit of the petition. The
443 petition and supporting papers are then sent to all participants of the first hearing along
444 with the date for the rehearing.

445 (c) If a rehearing is ordered, the Land Commission will adhere to the same notice
446 requirements as in the first hearing. In addition, the hearing body should be composed of
447 the same individuals responsible for the first hearing. Based on the information presented
448 at the rehearing, the hearing body may adhere to the former Ruling, modify or vacate it, or
449 make such further determinations that are warranted.

450 67.9-13. Any Declaratory Ruling given under this Section may be appealed to the Judiciary
451 within 30 days from the date of the Ruling. The Ruling is sent to the Parties-in-interest with same
452 documentation outlined in 9-6.

453 67.9-14. A party may petition the Judiciary to reopen the case within three years after the
454 Declaratory Ruling has been mailed out if they can prove all of the following:

455 (a) They were not a participant in the first hearing;

456 (b) They were completely unaware that the first probate hearing occurred and they have
457 proof that they were not duly noticed; and

458 (c) They have rights which were erroneously left out of the first probate hearing.

459 67.9-15. After looking at the record of the first hearing, the Judiciary may rule that the Petition
460 To Reopen is not sufficient, or it may send an order to the Land Commission to provide a second
461 hearing based on the evidence provided in the Petition.

462 67.9-16. All probate Declaratory Rulings of the Land Commission or Judgments of the Judiciary
463 shall be recorded in the Division of Land Management.

464 (a) If fee land is part of the Ruling, it shall also be recorded at the County Register of
465 Deeds.

466 (b) If trust land is part of the Ruling, it shall also be recorded at the Department of Interior
467 Aberdeen Title Plant.

468

469 **67.10. Real Estate Trust Accounts.**

470 67.10-1. A property trust account or escrow account shall be established by the Division of Land
471 Management to deposit money or property being held for the following purposes:

- 472 (a) To ensure receipt of mortgage satisfaction from seller;
- 473 (b) Tax, insurance and utility payments held in escrow;
- 474 (c) Security deposits on rental property;
- 475 (d) Administrative fee;
- 476 (e) Earnest money;
- 477 (f) Any other receipts pertaining to real property transfer.

478 67.10-2. Division of Land Management Staff shall deposit all funds received within 48 hours.

479 67.10-3. The name Real Estate Trust Account and the Division of Land Management's name
480 shall appear on all checks, share drafts or drafts from this account.

481 67.10-4. Within 10 days of opening or closing the account, the Division of Land Management
482 shall notify the tribe's Internal Auditor of the name and number of the account, person(s)
483 authorized to sign trust account checks and the name of the depository institution.

484 67.10-5. Receipt of earnest money shall be written on the relevant document pertaining to the
485 transaction.

486

487 **67.11. Leasing Of Real Property.**

488 67.11-1. All leasing of tribal land shall be processed in accordance with the Tribe's Leasing law.
489

490 **67.12. Records.**

491 67.12-1. *Purpose.* The purpose of recording is to provide evidence of activities that effect land
492 title; preserve a record of the title document; and give constructive notice of changes to the title.

493 67.12-2. *Types Of Record.* The Division of Land Management shall develop a system for timely
494 recording of Oneida Reservation title documents, including the following:

- 495 (a) Deeds
- 496 (b) Probate orders
- 497 (c) Mortgages and other valid liens
- 498 (d) Easements, covenants, restrictions
- 499 (e) Certified Survey Maps and Plats of survey
- 500 (f) Patents
- 501 (g) Declarations of Involuntary Transfer or Taking
- 502 (h) Satisfactions
- 503 (i) Leases
- 504 (j) Contracts
- 505 (k) Home Purchase Agreements
- 506 (l) Correction of Title defects

507 67.12-3. *Recordable Documents.* The original, a signed duplicate, or certified copy of the title
508 document listed above shall be submitted for recording.

509 67.12-4. *Accessibility.* It is the policy of the Division of Land Management to allow access to
510 land records and title documents unless such access would violate the Privacy Act (5 U.S.C.
511 552a).

512 67.12-5. *Certification.* Upon request, the Legal Services office will conduct a title examination
513 of a tract of land by a qualified title examiner and provide a title status report to those persons
514 authorized by law to receive such information, along with certification of these findings by the
515 staff attorney.

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516 67.12-6. *Tribal Seal.* The Land Commission is empowered to have made and provided to the
 517 Division of Land Management the seal of the Oneida Tribe to be used to authenticate documents
 518 which are certified by the staff attorney.
 519

520 **67.13. Real Estate Licensing.**

521 67.13-1. *General.* Any person engaged in the business of buying, selling, advertising, listing or
 522 leasing tribal property shall be required to hold a Tribal Property License. A license requirement
 523 is established in order to protect the tribe and its members from fraud, dishonesty or
 524 incompetence in the negotiation and transfer of real property.

525 67.13-2. *Who Must Be Licensed.*

526 (a) *Tribal Property Brokers.* A Tribal Property Broker is defined as any person who has
 527 training in all aspects of real property, and acts for another person or the tribe to perform
 528 any of the following real property duties:

- 529 (1) selling;
- 530 (2) listing;
- 531 (3) buying;
- 532 (4) leasing;
- 533 (5) renting;
- 534 (6) exchanging;
- 535 (7) negotiating any of above activities.

536 (b) *Salespersons.* A Tribal Property Salesperson is defined as any person who assists a
 537 Broker in accomplishing any of the above real property duties, and has been certified to
 538 have received the level of training outlined in this Law.

539 (c) *Apprentices.* Any person desiring to act as an tribal property salesperson shall file
 540 with the Division of Land Management an application for a license. A GED, HSED or
 541 high school diploma is required, except for those who write and pass a preliminary
 542 examination covering general knowledge including reading, writing, arithmetic and
 543 general real estate terminology.

544 67.13-3. *Exceptions.* This Section does not apply to the following:

- 545 (a) persons who perform real property duties on their own property;
- 546 (b) receivers, trustees, administrators, executors, guardians or persons appointed by or
 547 acting under the judgment or order of any judicial system;
- 548 (c) tribal public officers while performing their official duties;
- 549 (d) banks, savings and loan associations and other designated financial institutions when
 550 transacting business within the scope of their corporate powers as provided by law;
- 551 (e) any licensed attorney who, incidental to the general practice of law, negotiates loans
 552 secured by real estate mortgages or encumbrances or transfers of real estate;
- 553 (f) employees, such as janitors, custodians or other employed by the tribe who show
 554 property or accept lease applications as an incidental part of their duties.
- 555 (g) persons who list, sell, or transfer real property for a cemetery association of a church,
 556 tribal program or other nonprofit organization.

557 67.13-4. *Licensing Procedure*

558 (a) *Education Requirements.* Conference seminars, courses at accredited institutions, and
 559 Oneida Career Center classes will be accepted as proof of the hours of education received
 560 by an applicant.

- 561 (1) Each applicant for a salesperson's license must submit to the Division of Land
 562 Management, proof of attendance at 45 classroom hours of educational programs

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563 dealing with State, Federal and Tribal transfer of Real Property. At least 25
564 classroom hours shall cover Tribal and Federal real property law.

565 (2) Each applicant for a broker's license must submit to the Division of Land
566 Management, proof of attendance at 90 classroom hours of education programs
567 addressing State, Federal and Tribal transfer of Real Property.

568 (b) *Experience Requirements.* Each applicant for a tribal broker's license must submit to
569 the Division of Land Management, proof of at least one year of experience as a real
570 property salesperson, or as a broker in another jurisdiction.

571 (c) *Examination.* The Licensing Examination for tribal brokers and salespeople shall be
572 administered through the Oneida Career Center.

573 (1) Land Commission will create a test which will contain the following materials:

574 (A) 50% Tribal Law

575 (B) 30% Federal Law

576 (C) 20% Wisconsin Law

577 (2) A score of 75% or better on each portion of the examination is required to
578 pass. If an applicant fails any of the three portions of the exam, that applicant will
579 have six opportunities to retake the failed portion within the following six months.
580 If that applicant cannot pass the failed portion within the following six months, he
581 or she must retake the entire exam to qualify for a license.

582 (d) *Fees.* The following fees are applicable to tribal licensees. The Land Commission
583 will establish an equitable fee schedule for the following:

584 (1) issuance of a tribal salesperson or broker license

585 (2) annual renewal fee for a tribal salesperson or broker license

586 (3) late penalty for filing within 30 days of expiration

587 (4) late penalty for filing within year of expiration

588 (5) Test fee

589 (e) *Licensing.* An applicant who has passed the appropriate license examination and has
590 complied with the necessary requirements will be granted a license by the Oneida Land
591 Commission. The license authorizes the licensee to engage in the activities of a tribal real
592 property broker or salesperson as described in this Law. All licenses shall show the name
593 and business address of the licensee.

594 67.13-5. *Rules Of Responsibility*

595 (a) The intent of this section is to establish minimum standards of conduct for real
596 property licensees and to define that conduct which may result in Land Commission action
597 to limit, suspend or revoke the license of a real property broker, salesperson or apprentice,
598 or impose a fine.

599 (b) Violations of rules in this section may demonstrate that the licensee is incompetent, or
600 has engaged in improper, fraudulent or dishonest dealings.

601 (1) A licensee has an obligation to treat all parties to a transaction fairly.

602 (2) In order to comply with Federal and Tribal law, licensees shall not
603 discriminate against, nor deny equal services to, nor be a party to any plan or
604 agreement to discriminate against a person because of sex, race, color, handicap,
605 religion, national origin, sex or marital status of the person maintaining a
606 household, lawful source of income, sexual orientation, age or ancestry.

607 (3) Licensees shall not provide services which the licensee is not competent to
608 provide unless the licensee engages the assistance of one who is competent.

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- 609 (4) Licensees shall be knowledgeable regarding laws, public policies and current
 610 market conditions on real estate matters and assist, guide and advise the buying
 611 and selling public based upon these factors.
- 612 (5) Licensees shall not advertise in a matter which is false, deceptive, or
 613 misleading.
- 614 (6) Licensees shall not personally accept any commission, rebate, or profit from
 615 any of their real property dealings.
- 616 (7) Licensees shall not engage in activities that constitute the unauthorized
 617 practice of law.
- 618 (8) Licensees shall not discourage any person from retaining an attorney.
- 619 (9) Licensees shall not exaggerate, misrepresent or conceal material facts in the
 620 practice of real estate.
- 621 (10) Licensees shall not knowingly transmit false information.
- 622 (11) No licensee shall draft or use any document which the licensee knows falsely
 623 portrays an interest in real estate.
- 624 (12) Licensee shall not disclose any of the terms of one prospective buyer's offer
 625 to purchase to any other prospective buyer.
- 626 (13) Licensee shall not issue checks upon trust accounts which contain insufficient
 627 funds.
- 628 (14) Licensees shall notify the Division of Land Management if they are convicted
 629 of a crime, except motor vehicle offenses, so that a determination can be made
 630 whether the circumstances of the crime are substantially related to the practice of a
 631 tribal real property broker or salesperson.
- 632 (15) Licensees shall not render services while the ability of the licensee to
 633 competently perform duties is impaired by mental or emotional disorder, drugs or
 634 alcohol.
- 635 (16) Licensee shall not enter into overlapping agreements that could be construed
 636 as dual agency.

637 *67.13-6. Penalties For Violation Of This Law*

- 638 (a) Fines for minor infractions may be imposed by the Land Commission for any amount
 639 up to \$50.00. Minor infractions may include the first three infractions of the above listed
 640 offenses, or others as defined by the Land Commission.
- 641 (b) The Land Commission shall provide a fair hearing, as per Oneida Nation
 642 Administrative Procedure Act, Section 10. Contested Cases, for any person alleged to
 643 have violated this section, before a penalty is ordered.
- 644 (c) Major infractions of this section may lead to an action to limit, suspend or revoke the
 645 license of the defendant; disposition of a fine for any amount up to \$500; and/or penalties
 646 and judgments authorized by the Oneida Administrative Procedures Act Section 10(e).

647 *67.13-7. Licensing Fee For Non-tribal Brokers.* The Division of Land Management is
 648 empowered to develop a licensing fee schedule and collection procedures for all brokers who
 649 enter a consensual agreement to sell property to the Oneida tribe and are not licensed by this Law.
 650 These fees will be used for maintenance of services and management of Real Property within the
 651 authority of this Law.

653 **67.14. Real Estate Financing.**

654 67.14-1. The goal of tribal loan programs is to maintain and improve the standard of living for
655 tribal members, while protecting and expanding the Tribal Land base.

656 67.14-2. Consistent with available funds, the Division of Land Management shall provide loan
657 programs for the following purposes:

658 (a) Financing the purchase or down payment of existing homes and lands,

659 (b) Construction of new homes,

660 (c) Repair and improvement to existing homes,

661 (d) Refinancing existing mortgages,

662 (e) Purchasing or refinancing mobile homes,

663 (f) Consolidation of Loans, and

664 (g) Real Estate Tax Arrearage.

665 67.14-3. *Eligibility Requirements For All Loans:*

666 (a) All applicants must be 21 years of age.

667 (b) Applicant(s) must be an enrolled member of the Oneida Tribe.

668 (c) Financed property must be located within the boundaries of the Oneida Reservation.

669 (d) Applicants must have an acceptable credit rating.

670 67.14-4. All loan programs are provided only to tribal members in order to respond to the Oneida
671 Tribe's legislative purpose of expanding and maintaining tribal jurisdiction over all land within
672 the boundaries of the Oneida Reservation, while fulfilling basic membership needs for adequate
673 housing.

674 (a) The applicant for any loan must list one to three Oneida Tribal members who will
675 inherit any interest in Real Property mortgaged by a Tribal loan program, upon death of
676 the applicant.

677 (b) If the spouse of an applicant is a non-tribal member, he/she may continue to pay off
678 the loan, as long as he/she agrees to list three tribal beneficiaries in case of death. Once
679 the loan is satisfied, the designation of beneficiaries to the mortgaged interest in fee
680 property will lapse.

681 (c) If the applicant and non-tribal spouse commence divorce proceedings, the Division of
682 Land Management may

683 (1) refinance the enrolled member's loan balance so he/she may secure the entire
684 property,

685 (2) provide an offer to purchase the entire property and pay off liens,

686 (3) consider some other financial agreement that would assist the tribal applicant
687 in retaining property within the boundaries of the reservation.

688 (d) A non-tribal spouse shall sign an affidavit at the time that a tribal loan is accepted
689 indicating he/she is informed of this regulation and consent to the tribal spouse receiving a
690 mortgage against homestead property, held in fee, with this condition attached.

691 67.14-5. *Foreclosures*

692 (a) *Default.* Any Tribal Loan that is in default for three consecutive months is subject to
693 foreclosure proceedings, provided that a Notice of Arrears, showing the increasing
694 amounts payable to the default, has been sent to the loan holder(s) each month by the
695 Loan Officer.

696 (b) *Decision To Foreclose.*

697 (1) After three notices, the Loan Officer will provide the Director of Land
698 Management, and the Loan Committee, all documents and information necessary
699 to determine whether or not foreclosure proceedings should be started.

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(2) Any recommendation to foreclose will be put on the next Land Commission agenda for concurrence, scheduling of a hearing, and designation of a three-person hearing body.

(3) Each member of the three-person hearing body will receive \$150 for being present at the scheduled hearing, reviewing all information presented, and providing a final decision, opinion, order or report based on their deliberations, except for employees of the Oneida Tribe who have permission to be a part of the hearing body as part of their job.

(4) The Director of Land Management will make provisions for necessary clerical support for the three-person hearing body.

67.15. Tribal Real Estate Taxes.

67.15-1. Regulations for the promulgation of a Real Estate Tax Code will be developed by the Division of Land Management by October 1, 1996, in order to provide for increasing costs for services provided to occupants of tribal land, such as environmental services, public roads, fire protection, recycling, garbage pick-up, water and sewer, transportation, traffic control, loans, and management of real property.

67.16. Organization.

67.16-1. General

(a) The Division of Land Management shall administer all transactions that come under this Law.

(b) All tribal agencies will process any type of real property acquisition, including donations, through the Division of Land Management.

67.16-2. Land Commission

(a) *Number of Commissioners.* The Commission shall be comprised of seven (7) elected Tribal members.

(b) *Term of Office.* The terms of office for the Commissioners shall be three (3) years. Terms shall be staggered with expiring positions elected every year. The first elected Land Commissioners shall serve according to the following formula, and staggering of terms shall begin thereafter:

(1) The three (3) candidates receiving the three highest number votes shall serve an initial term of three (3) years.

(2) The two (2) candidates receiving the next two highest number votes shall serve an initial term of two (2) years.

(3) The two (2) candidates receiving the next two highest number of votes shall serve an initial term of one (1) year.

(4) In the event of a tie vote in the first election, a coin toss shall determine which candidate shall serve the longer term.

(c) *Powers and Duties.* The Land Commission shall have the following powers and duties:

(1) The Land Commission shall set standards of professional competence and conduct for the professions detailed in this Law, review the examination grades of prospective new practitioners, grant licenses, investigate complaints of alleged unprofessional conduct, and perform other functions assigned to it by law.

(2) Hear and decide, as the original hearing body, contested cases that may arise from this Law.

748 (3) Implement and interpret the provisions of this Law.

749 67.16-3. Administration

750 (a) Director of Division of Land Management. The Director shall have the following
751 powers and duties:

752 (1) Hire, train, and establish operational and objective commitments for support
753 staff needed to implement this Law.

754 (2) Supervise staff in accordance with Tribal Personnel Policies and Procedures.

755 (3) Provide Declaratory Ruling per procedures in this Law and the Oneida Nation
756 Administrative Procedures Act.

757 (4) Implement all aspects of this Law through the Oneida Tribal Planning and
758 Budgeting Process.

759

760 *End.*

761

762

763

764 Adopted - BC-5-29-96-A

765 Amended-BC-3-01-06-D

766 Amended-BC-04-28-10-E

767 Amended – BC-02-25-15-C

768

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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:

Adopt resolution: Leasing Law

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: Candice E. Skenandore, Legislative Reference Office
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Please see attached

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Tribe of Indians of Wisconsin

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: May 13, 2015
Re: Leasing Law

Please find attached the following for your consideration:

1. Resolution: Leasing Law
2. Statement of Effect: Leasing Law
3. Fiscal Impact Statement: Leasing Law
4. Legislative Analysis: Leasing Law
5. Leasing Law (clean)

Overview

The attached Resolution will adopt the Leasing Law. The Leasing Law is a new law that establishes a process for approving leases on Tribal trust and fee land that complies with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2013 (HEARTH Act) which will result in the Tribe no longer needing approval from the Secretary of Interior for leases of Tribal trust land. The Leasing Law contains the process for approving leases, this process includes:

- The terms and conditions that must be contained within a lease, including separate requirements for residential, agricultural and business leases.
- How lease amendments and assignments, subleases and encumbrances are approved.
- A requirement that environmental and cultural reviews be completed before a lease or lease document is approved and what those reviews entail.

Land Management has the responsibility, with Land Commission approval, for developing procedures and processes for offering and awarding leases and lease documents; managing leases; recording leases and lease documents with appropriate entities and enforcing leases.

A public meeting was held on April 2, 2015 in accordance with the Legislative Procedures Act and no comments were received on the proposed law.

Requested Action

Approve the Resolution: Leasing Law.

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 _____ Leasing Law

- 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 Helping Expedite and Advance Responsible Tribal Home Ownership (HEARTH) Act of 2012 created a voluntary, alternative land leasing process available to Indian tribes by amending the Indian Long-Term Leasing Act of 1955; and
- WHEREAS,** under the HEARTH Act, once the governing Tribal leasing regulations have been submitted to, and approved by the Secretary of Interior, Indian tribes are authorized to negotiate and enter into leases without further approvals by the Secretary; and
- WHEREAS,** the purpose of the Leasing Law is to meet the requirements of the HEARTH Act by establishing a process under which the Tribe will be able to approve leases on Tribal trust land without additional approval of the Secretary of Interior; and
- WHEREAS,** the proposed amendment to Real Property Law removes the provision that outlines the procedures for processing leases of Tribal land and replaces it with a provision that defers to the Leasing Law; and
- WHEREAS,** the Leasing Law sets out the Tribe's authority to issue, review, approve and enforce leases; and
- WHEREAS,** a public meeting on the Leasing Law and Real Property Law amendments was held on April 2, 2015, in accordance with the Legislative Procedures Act.
- NOW THEREFORE BE IT RESOLVED,** that the Leasing Law is hereby adopted.

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

Lynn A. Franzmeier, Staff Attorney
Taniquele J. Thurner, Legislative Analyst
Candice E. Skenandore, Legislative Analyst



P.O. Box 365
Oneida, WI 54155
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<https://oneida-nsn.gov/Laws>

Statement of Effect

Resolution: Leasing Law

Summary

This Resolution adopts the Leasing Law. The Leasing Law sets out the Tribe's authority to issue, review, approve and enforce leases.

Submitted by: Candice E. Skenandore, Legislative Analyst, Legislative Reference Office

Analysis from Legislative Reference Office

The Helping Expedite and Advance Responsible Tribal Home Ownership Act, better known as the HEARTH Act, created a voluntary, alternative land leasing process that is available to Indian tribes by amending the Indian Long-Term Leasing Act of 1955. In accordance with the HEARTH Act, once the governing Tribal leasing regulations have been submitted to and approved by the Secretary of Interior, Indian tribes are authorized to negotiate and enter into leases without further approvals by the Secretary.

The purpose of the Leasing Law is to meet the requirements of the HEARTH Act by establishing a process under which the Tribe will be able to approve leases on Tribal trust land without additional approval of the Secretary of Interior.

In addition, the Resolution states that the Real Property Law removes the provision which outlines the procedures for processing leases of Tribal land and replaces it with a provision that defers to the Leasing Law.

A public meeting was held on April 2, 2015, in accordance with the Legislative Procedures Act; however, no public comments were received.

Conclusion

There are no legal bars adopting this Resolution

ONEIDA TRIBE OF INDIANS Page 78 of 398 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: April 30, 2015
FROM: Rae Skenandore, Project Manager
TO: Larry Barton, Chief Financial Officer
Ralinda Ninham-Lamberies, Assistant Chief Financial Officer
RE: **Fiscal Impact of the Leasing Law**

I. Background

The Leasing law is new legislation to set out the Tribe's authority to issue, review, approve and enforce leases. The law also incorporates the requirements of the Federal HEARTH Act. The Act allows Tribes to remove the Secretary of the Interior from the lease approval process of Tribal trust land if the Tribe has leasing regulations in place that have been approved by the Secretary.

II. Executive Summary of Findings

The Leasing Law incorporates the federal requirements previously needed for a lease on trust land and removes the Secretary's approval from the process. The new law will apply to both trust and fee land for agricultural, business, and residential leases. Environmental and Cultural review are required to comply with Federal requirements. According to the Division of Land Management, there are no startup costs for personnel, office, documentation associated with enacting this legislation. The estimated time for the Division of Land Management to comply with the law after implementation is 30 days after the Secretary's approval.

III. Financial Impact

No fiscal impact.

RECOMMENDATION

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

Chapter 65 LEASING

65.1. Purpose and Policy
65.2. Adoption, Amendment, Repeal
65.3. Definitions
65.4. General Provisions
65.5. Lease and Lease Document Requirements
65.6. Residential Leases

65.7. Agricultural Leases
65.8. Business Leases
65.9. Environmental and Cultural Reviews
65.10. Lease Management
65.11. Enforcement
65.12. Appeals

<i>Analysis by the Legislative Reference Office</i>					
Title	Leasing law (the Law)				
Requester	Nathan King, Legislative Affairs	Drafter	Lynn Franzmeier	Analyst	Tani Thurner
Reason for Request	This is a proposal for a new Law that meets the requirements of the Federal HEARTH Act ¹ , establishing a Tribal leasing law that, if approved by the Secretary of the Interior, would enable the Tribe to authorize leases for Tribal trust land without needing to have the Secretary of the Interior approve of each individual lease.				
Purpose	To set out the Tribe's authority to issue, review, approve and enforce leases of Tribal fee land and trust land.				
Authorized/ Affected Entities	Department of Land Management (DLM), Land Commission, Oneida Law Office, Cultural Heritage Department, Environmental Health & Safety Division, the Judiciary.				
Due Process	DLM decisions are appealable to the Judiciary.				
Related Legislation	Public Use of Tribal Land Law; correlating amendments are being made to the Real Property Law				
Policy Mechanism	Issuing leases to occupy/use Tribal trust and fee land.				
Enforcement	Denial of lease requests and cancellation of leases; interested parties can also request that the Secretary of the Interior review the Tribe's leasing law to ensure it is being followed.				

Overview

This request for a leasing law was originally submitted to the Legislative Operating Committee (LOC) on January 23, 2013, but was not completed by the LOC during the prior term; and was carried over into the current term by the current LOC.

This is a proposal for a new Law to meet the requirements of the Federal HEARTH Act. This Law will be submitted to the Secretary of the US Department of Interior (*hereinafter: Secretary*) for approval, and, if approved, the Tribe will be able to execute leases for Tribal trust land without needing to obtain Secretarial Approval for each individual lease.

Note: This proposal is unrelated to the proposed Constitutional amendments – the requirement of Secretarial approval for tribal trust land leases is a federal requirement; not an Oneida Constitutional requirement, and is unaffected by the upcoming Secretarial Election.

HEARTH Act – Background

Until recently, federal law² required Indian tribes to obtain approval from the Secretary before a tribe could enter into any agreement to lease out their trust land (i.e. land held in trust

¹ Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, this Act amended the Indian Long-Term Leasing Act of 1955, 25 U.S.C. Sec. 415.

² 25 USC 415

3 for the Tribe by the US government). This changed in 2012, with the enactment of the HEARTH
 4 Act, which allows tribes to create their own tribal leasing regulations (such as this leasing law)
 5 which could be submitted to the Secretary for approval³; and once approved, that tribe may
 6 negotiate and execute leases for their trust land without having to seek Secretarial approval first
 7 – instead, the tribe only has to submit the leases to the Bureau of Indian Affairs (BIA) for
 8 recording in the Land Titles and Records Office.

9 Since the HEARTH Act was enacted, at least 15 other tribes have had such regulations
 10 approved.

11 The HEARTH Act requires the Secretary to approve a tribe’s leasing regulations if they are
 12 consistent with the requirements used by the Secretary to determine whether to approve a tribal
 13 land lease. Those requirements are set out in the Code of Federal Regulations⁴.

14 **The Proposed Oneida Leasing Law**

15 This proposed Law would govern all Tribal land. Federal law and the HEARTH Act only
 16 apply to leases for Tribal trust land, but this Law would also apply to any leases for Tribal fee
 17 land. [65.4-1]

18 This Law would take effect 30 days after being approved by the Secretary. [65.2-1] Once
 19 effective, the Tribe may approve and execute leases without Secretarial approval, unless the
 20 Secretary rescinds approval and reassumes responsibility for approving Oneida trust land leases.
 21 [65.4-6]

22 This Law may be amended or repealed by the OBC in accordance with the Legislative
 23 Procedures Act, but any major, substantive changes would not be effective until approved by the
 24 Secretary. Minor, technical amendments may take effect once approved by the OBC. [65.2-2]

25 The HEARTH Act authorizes tribes to create regulations to execute three main types of
 26 leases on their trust land: agricultural leases, business leases, and leases for residential,
 27 recreational, religious or educational purposes. This Law governs residential, agricultural and
 28 business leases executed by the Tribe, as well as actions and decisions taken in connection with
 29 those leases. For the purposes of this Law; business leases include leases for business purposes;
 30 as well as leases for public purposes; including religious, educational, recreational, cultural or
 31 other public purposes. [65.4-1, 65.4-2 and 65.8-2]

32 This Law does not apply to mineral leases or to leases of individually-owned Indian allotted
 33 land, and does not affect the terms and conditions of existing leases. This Law also does not
 34 affect the terms and conditions of amendments, assignments, subleases or encumbrances made to
 35 leases that are already in effect when the law goes into effect. [65.4-2]

36 Nothing in this Law shall be construed to waive the Tribe’s sovereign immunity. [65.4-5]

37 **Authorities and Responsibilities**

38 This Law establishes responsibilities and authorities for various Tribal entities, including:

- 39 • **Division of Land Management (DLM):** DLM will manage all already-existing leases as
 40 well as any leases executed under this law [65.10-1(a)]; including lease amendments,
 41 assignments, subleases and encumbrances (collectively: “lease documents”). DLM is given
 42 all powers necessary and proper to enforce this Law and lease terms [65.11-1]. Various
 43 related responsibilities/authorities for DLM are set out in the Law, including:
 44
 - 45 ○ Making information available about leases; and accepting lease and lease document
 46 applications. [65.5-1]

³ The Secretary must either approve or disapprove of those regulations within 120 days, unless this time period is extended after consultation with the Tribe. See 25 USC 415 (h)(4)(A)

⁴ 25 C.F.R. 16

For OBC consideration (clean)

05/13/15

- 48 ○ Instituting a leasing management plan, implementing an accounting system, and
49 developing requirements for lease applications and additional procedures/processes
50 for offering/awarding leases and lease documents. [65.10-1(b), 65.5-1(a) and 65.10-2]
51 ○ Approving and executing all leases [65.5-1] and subleases; and approving mortgages
52 and other encumbrances. [65.5-1 and 65.5-4]
53 ○ Submitting leases and lease documents for trust land to the BIA for recording when
54 required; [65.10-3]; recording all leases and lease documents in the Tribe's Register
55 of Deeds and distributing copies to the lessee. [65.10-3]
56 ○ Charging administrative fees (DLM is authorized, not required, to do so). [65.10-5]
57 ○ Entering a leased premises, assessing penalties and late payments, cancelling leases;
58 taking action to recover possession of a property and/or to pursue additional remedies
59 in holdover and trespass situations; taking emergency action to prevent or respond to
60 criminal activity and/or immediate and significant harm to a leased premises; and
61 taking action to have lessees cure a default. [65.11]
- 62 • **Oneida Land Commission.** This entity has approval authority over the requirements DLM
63 creates for lease/lease document applications, and over any additional procedures and
64 processes DLM creates that are related to offering and awarding leases and lease documents.
65 [65.5-1(a)]
 - 66 • **Environmental Health and Safety Division.** This entity is responsible for preparing
67 environmental reviews (including any recommendations) for each lease and for forwarding
68 the completed environmental review and the cultural review to the DLM. [65.9-2 and 65.9-4]
 - 69 • **Cultural Heritage Department.** This entity is responsible for conducting or requesting
70 cultural reviews for all proposed leases and documents. [65.9-3]
 - 71 • **Oneida Law Office.** DLM may request that the Oneida Law Office assist with enforcing this
72 Law and leases. [65.11-1]
 - 73 • **Judiciary.** The lessee or interested party may appeal a determination of DLM to the Judiciary
74 in accordance with the Judiciary law and any applicable rules of procedure. [65.12-1]

Environmental and Cultural Reviews

77 In order for a tribe's leasing regulations to be approved by the Secretary, they must
78 include an environmental review process. The process must identify and evaluate any significant
79 effects of the proposed lease on the environment, include a process for notifying the public and
80 soliciting public comment on any environmental impacts, and include a process for responding to
81 public comment before approving the lease. [25 USC 415(h)(3)(B)]

82 This Law satisfies that requirement, requiring not only an environmental review, but also
83 a cultural review, before any lease can be approved. After receiving both reviews, DLM may
84 require that any reasonable actions, as recommended within the reviews, be completed, and then
85 updated reviews must be prepared.[65.9-4] Leases approved/executed in violation of this
86 requirement, are null and void. [65.5-6 and 65.9-1]

Environmental Review

87 To comply with the federal requirements, the Law requires environmental reviews to be
88 conducted in accordance with the process established under the National Environmental Policy
89 Act (NEPA) to evaluate environmental effects of federal undertakings. [65.9-2]

Cultural Review

90 Although not a federal requirement, this Law requires cultural reviews for all leases, which
91 must be done in accordance with the permit review requirements for undertakings established in
92 the Tribe's Protection and Management of Archeological & Historical Resources law (PMAHR).
93 [65.9-3] Essentially, this means that a Preservation Officer must review the application and
94
95

96 determine if the proposal constitutes an “undertaking” and if so, must conduct a literature and
 97 oral history search, and a field survey when necessary; to determine whether the undertaking will
 98 affect any archaeological, historic or cultural resources; and whether the effect will be harmful.
 99 Within six weeks, the Officer must submit the cultural review and any recommendations.

100 Unlike an environmental review, this Law does not provide for any sort of public comment
 101 for a cultural review.

102 **Lease Requirements**

103
 104 In order to enter into a lease, this Law requires that there be a signed lease and any reports,
 105 surveys and site assessments needed to comply with Tribal environmental, cultural resource, and
 106 land use requirements. [65.5-7] Lease documents must be by written consent of the lessor (i.e.
 107 the Tribe) and lessee (the party leasing the land from the Tribe). Both leases and lease documents
 108 must identify an effective date. [65.5-4] Leases must contain various provisions which track
 109 federal requirements – identifying the parties; the property; the lease term; the purpose of the
 110 lease and authorized uses; and various provisions governing rent - including whether, when and
 111 how to do rental reviews or adjustments, and how disputes will be resolved - and various
 112 requirements related to due diligence, performance bonds and insurance, minimum insurance,
 113 and improvements. [65.5-2 to 65.5-3] Lessees must indemnify the US and Tribe against all
 114 liabilities or costs related to the use or release of hazardous materials, except for that arising from
 115 the Tribe’s negligence or willful misconduct. [65.5-2(l)]

116 The Law also identifies some specific rules for all leases, including:

- 117 • Both DLM and the Secretary are authorized to enter a leased premises for inspection and
 118 to ensure compliance with a lease – at any reasonable time and upon reasonable notice, in
 119 accordance with federal regulations. [65.5-2(j)]
- 120 • If a lessee fails to cooperate with a request to make appropriate records, reports or
 121 information available for inspection and duplication, DLM or the Secretary has discretion
 122 to treat this as a lease violation. [65.5-2(m)]
- 123 • Mortgages that encumber title to Tribal land are prohibited, but leasehold interests (i.e.
 124 the lessee’s interest in the land) can be encumbered. [65.5-4(b) and (c)]
- 125 • Even without any specific notice from DLM, interest charges and late payment penalties
 126 apply, and failure to pay these must be treated as a breach of the lease. [65.11-5]

127 This Law also includes provisions that track federal law - 65.4-4 and 25 USC 415(h)(7) both state:

- 128 • Pursuant to the Secretary’s authority to fulfill the US trust obligation to the Tribe, the
 129 Secretary has discretion to enforce the provisions of, or cancel, any lease on Tribal trust
 130 land executed by the Tribe; upon reasonable notice from the Tribe.
- 131 • The US is not liable for losses sustained by any party to a lease executed under this Law.

132 **Specific Requirements for Types of Leases**

133
 134 This Law permits leases of up to a maximum of 75 years. Business and Agricultural
 135 leases may be for terms of up to 25 years, with options to renew for up to two additional terms of
 136 up to 25 years each. Residential leases may be for up to 75 years. [65.6-3, 65.7-3 and 65.8-3]

137 *Residential Leases*

138 The Law defines a residential lease as the lease of land suited or used for the
 139 construction, improvement and/or maintenance of a dwelling and related structures on the
 140 premises; and otherwise to use or occupy said premises for residential purposes. [65.6-2]

141 *Agricultural Leases*

142 The Law defines an agricultural lease as the lease of land suited or used for the
 143 production of crops, livestock or other agricultural products, or land suited or used for a business

144 that supports the surrounding agricultural community. [65.7-2] Agricultural leases must require
 145 the lessee to manage land in accordance with any agricultural resource management plan
 146 developed by the Tribe. [65.7-4]

147 *Business Leases*

148 This Law contains several additional provisions exclusively for business leases (which
 149 includes business leases and leases for public purposes, such as religious, educational,
 150 recreational, cultural or other public purposes [65.8-2]:

- 151 • Applicants for leases must submit a financial statement, a site survey and legal
 152 description if applicable, and any other documents as may be required by any business
 153 site leasing management plan developed by the Tribe. [65.8-4]
- 154 • Any required performance bonds must be obtained by the lessee in an amount that
 155 reasonably assures performance. The bond is for guaranteeing the annual lease payment,
 156 the estimated development cost of improvements, and any additional amount necessary to
 157 ensure compliance. [65.8-7]
- 158 • The Law identifies appropriate methods for establishing and recording Fair Annual Lease
 159 Value. [65.8-5]. DLM is required to present written records of the basis used for
 160 determining fair annual lease value to the lessee and include them in any lease file. [65.8-
 161 6(c) and 65.8-5]
- 162 • The Law identifies four ways a business lease may be structured and one reason a
 163 business lease may be amended; and states that a business lease may provide for periodic
 164 review. [65.8-6(b)]
- 165 • Business leases cannot be approved for less than the appraised fair annual lease value,
 166 except in three situations: 1) the lessee is in the development period; 2) DLM needs to
 167 provide an incentive to attract business to locate on Tribal land; or 3) DLM determines
 168 that approving a lease for less than fair annual lease value is in the best interest of the
 169 Tribe. [65.8-6(a)] It is not clear whether residential or agricultural leases can be approved
 170 for less than a fair annual lease value.

172 **Federal Enforcement**

173 Although not addressed in this Law, federal law also provides for additional enforcement:
 174 after exhausting any applicable tribal remedies, an interested party may submit a petition to the
 175 Secretary to review a tribe's compliance with their own leasing regulations. If the Secretary
 176 determines that a tribe violated their own law, the Secretary may take any necessary action to
 177 remedy the violation – this includes rescinding approval of the Tribal regulations and reassuming
 178 responsibility for approving leases of tribal trust lands. However, before implementing any
 179 remedy, the Secretary must first provide the Tribe with written notice of the allegation, a hearing
 180 on the record and a reasonable opportunity to cure the alleged violation. [25 USC 415(h)(8)]

182 **Miscellaneous**

183 A recordkeeping provision is included in the Law: Records of activities taken pursuant to this
 184 Law with respect to Tribal trust land are the property of the US and the Tribe. Records compiled,
 185 developed or received by the lessor in the course of business with the Secretary are the property
 186 of the Tribe. [65.10-4]

187 A public meeting was held on April 2, 2015. No comments were received during the public
 188 meeting or the public comment period that followed.

189 **Considerations**

- 191 • 65.11-2 states that “Land Management or other party may take appropriate emergency action,
 192 which includes cancelling the lease and/or securing judicial relief.” However, this does not
 193 say “including but not limited to”, and using general rules of statutory interpretation, this
 194 means that these are the only two appropriate emergency actions DLM is authorized to take
 195 under this Law.
 196

Chapter 65 LEASING

65.1. Purpose and Policy

203 65.1-1. *Purpose.* The purpose of this Law is to set out the Tribe’s authority to issue, review,
 204 approve and enforce leases. In addition, the purpose of this Law is to meet the requirements of
 205 the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 (HEARTH
 206 Act) by establishing a process under which the Tribe will be able to approve leases on Tribal
 207 trust land without additional approval of the Secretary of the Interior.

208 65.1-2. *Policy.* It is the policy of the Tribe to set out the expectations and responsibilities of the
 209 lessors and lessees of Tribal land and to ensure the leasing of Tribal land results in minimal risk
 210 to the Tribe.
 211

65.2. Adoption, Amendment, Repeal

213 65.2-1. This Law was adopted by the Oneida Business Committee by resolution _____
 214 and shall take effect thirty (30) days after approval by the Secretary of the Interior.

215 65.2-2. This Law may be amended or repealed by the Oneida Business Committee pursuant to
 216 the procedures set out in the Legislative Procedures Act. Major, substantive changes to this Law
 217 shall not take effect until they have been approved by the Secretary of the Interior. Minor,
 218 technical amendments may take effect upon approval by the Oneida Business Committee.

219 65.2-3. Should a provision of this Law or the application thereof to any person or circumstances
 220 be held as invalid, such invalidity shall not affect other provisions of this Law which are
 221 considered to have legal force without the invalid portions.

222 65.2-4. In the event of a conflict between a provision of this Law and a provision of another
 223 Tribal law, the provisions of this Law shall control.

224 (a) To the extent that this Law conflicts with any applicable federal statutes or
 225 regulations, the federal statute or regulation shall control.

226 (b) To the extent that any lease to which this Law applies conflicts with this Law, this
 227 Law shall control.

228 65.2-5. This Law is adopted under authority of the Constitution of the Oneida Tribe of Indians
 229 of Wisconsin.
 230

65.3. Definitions

232 65.3-1. This section shall govern the definitions of words and phrases used within this Law. All
 233 words not defined herein shall be used in their ordinary and everyday sense.

234 (a) “Assignment” shall mean an agreement between a lessee and an assignee whereby the
 235 assignee acquires all or some of the lessee’s rights and assumes all or some of the lessee’s
 236 obligations under a lease.

237 (b) “Cultural Heritage Department” shall mean the Tribal entity responsible for

- 238 conducting cultural reviews as required under this Law.
- 239 (c) “Cultural review” shall mean a review of the anticipated effects of a proposed lease or
- 240 lease document on archaeological, cultural and/or historic resources.
- 241 (d) “Day” or “days” shall mean calendar days, unless otherwise specified.
- 242 (e) “Encumbrance” shall mean a claim or liability that is attached to property.
- 243 (f) “Environmental, Health and Safety Division” shall mean the Tribal entity responsible
- 244 for conducting environmental reviews as required under this Law.
- 245 (g) “Environmental review” shall mean a review of the anticipated environmental effects
- 246 of a proposed lease or lease document.
- 247 (h) “Improvements” shall mean buildings, other structures, and associated infrastructure
- 248 attached to the leased premises.
- 249 (i) “Land Management” shall mean the Division of Land Management or other Tribal
- 250 entity responsible for entering into leases of Tribal land.
- 251 (j) “Lease” shall mean a written contract between the Tribe and a lessee, whereby the
- 252 lessee is granted a right to use or occupy Tribal land, for a specified purpose and
- 253 duration.
- 254 (k) “Lease document” shall mean a lease amendment, lease assignment, sublease or
- 255 encumbrance.
- 256 (l) “Leasehold mortgage” shall mean a mortgage, deed of trust, or other instrument that
- 257 pledges a lessee’s leasehold interest as security for a debt or other obligation owed by the
- 258 lessee to a lender or other mortgagee.
- 259 (m) “Lessee” shall mean a person or entity who has acquired a legal right to use or occupy
- 260 Tribal land by a lease under this Law, or one who has the right to use or occupy a
- 261 property under a lease.
- 262 (n) “Lessor” shall mean the Tribe as the legal, beneficial and/or equitable owner of Tribal
- 263 land subject to a lease, and any administrator or assign of the Tribe.
- 264 (o) “Performance bond” shall mean a bond given to ensure the timely performance of a
- 265 lease.
- 266 (p) “Secretary” shall mean the Secretary of the Interior, U.S. Department of the Interior,
- 267 or its authorized representative.
- 268 (q) “Sublease” shall mean a written agreement by which the lessee grants to a person or
- 269 entity a right to use or occupy no greater than that held by the lessee under the lease.
- 270 (r) “Tribal” or “Tribe” shall mean the Oneida Tribe of Indians of Wisconsin.
- 271 (s) “Tribal land” shall mean Tribal trust land and any land owned by the Tribe held in fee
- 272 status.
- 273 (t) “Tribal trust land” shall mean the surface estate of land or any interest therein held by
- 274 the United States in trust for the Tribe; land held by the Tribe subject to federal
- 275 restrictions against alienation or encumbrance; land reserved for federal purposes; and/or
- 276 land held by the United States in trust for a Tribal corporation chartered under Section 17
- 277 of the Indian Reorganization Act, 25 U.S.C §§ 461-479, et. seq.

278

279 **65.4. General Provisions**

280 65.4-1. *Applicable Land.* This Law applies to all Tribal land.

281 65.4-2. *Applicable Leases.*

- 282 (a) Except as excluded in (b) below, or as contrary to applicable federal statutes and
- 283 regulations, this Law shall apply to all residential, agricultural and business leases
- 284 executed by the Tribe and to all actions and decisions taken in connection with those
- 285 leases. Provided that, nothing herein shall be construed to affect the terms and conditions

286 of leases existing when this Law goes into effect or amendments, assignments, subleases
287 or encumbrances made to those leases.

288 (b) This Law shall not apply to mineral leases or to any lease of individually owned
289 Indian allotted land in accordance with 25 U.S.C. 415(h)(2).

290 65.4-3. *Applicable Law.* In addition to this Law, leases approved under this Law are subject to:

291 (a) all Tribal law, except to the extent those Tribal laws are inconsistent with applicable
292 federal law;

293 (b) applicable federal laws; and

294 (c) any specific federal statutory requirements that are not incorporated in this Law.

295 65.4-4 Pursuant to the authority of the Secretary to fulfill the trust obligation of the United
296 States to the Tribe under federal law, the Secretary may, upon reasonable notice from the Tribe
297 and at the discretion of the Secretary, enforce the provisions of, or cancel, any residential,
298 agricultural or business lease on Tribal trust land executed by the Tribe. The United States shall
299 not be liable for losses sustained by any party to a residential, agricultural or business lease
300 executed pursuant to this Law.

301 65.4-5. All disputes over residential, agricultural and business leases shall be resolved under the
302 laws of the Tribe and in accordance with federal law. Nothing in this Law shall be construed to
303 waive the Tribe's sovereign immunity.

304 65.4-6. After the Secretary approves this Law, all leases of Tribal trust land approved and
305 executed under this Law shall be effective without federal approval under 25 U.S.C. 415(h),
306 unless the Secretary rescinds approval of this Law and reassumes responsibility for such
307 approval.

308

309 **65.5. Lease and Lease Document Requirements**

310 65.5-1. *Information and Application.* Land Management shall approve and execute all leases.
311 Information on obtaining residential, agricultural or business leases or lease documents shall be
312 available at Land Management. Parties interested in obtaining a residential, agricultural or
313 business lease or lease document shall submit an application to Land Management.

314 (a) Land Management shall develop, and the Oneida Land Commission shall approve,
315 the format and requirements set out in the lease and lease document applications for
316 different types of leases, as well as additional procedures and processes to be followed
317 when offering and awarding leases and lease documents.

318 65.5-2. *Terms and Conditions.* Leases shall be in writing and contain, at a minimum, the
319 following:

320 (a) A description of the land or building being leased; business leases shall contain
321 adequate site surveys and legal descriptions based on metes and bounds, rectangular, or
322 lot and block systems;

323 (b) The effective date and term of the lease;

324 (c) The purpose of the lease and authorized uses of the leased premises;

325 (d) The parties to the lease;

326 (e) How much rent is due, when it is due, who receives it, what form(s) of payment is
327 acceptable, and whether any late payment charges or special fees apply and the rate of
328 interest to be charged if the lessee fails to make payments in a timely manner;

329 (f) Whether there will be rental reviews or adjustments, how and when they will be
330 done, when any adjustments will be effective and how disputes regarding adjustments
331 will be resolved;

332 (g) Who will be responsible for any taxes applied to the property and/or
333 improvements;

- 334 (h) Due diligence requirements that apply, if any;
335 (i) Performance bond and insurance requirements that apply, if any;
336 (j) Land Management or the Secretary has the right, at any reasonable time during the
337 term of the lease and upon reasonable notice, in accordance with federal regulations, to
338 enter the leased premises for inspection and to ensure compliance with the lease;
339 (k) The lessee holds the United States and the Tribe harmless from any loss, liability or
340 damages resulting from the lessee's use or occupation of the leased premises;
341 (l) The lessee indemnifies the United States and the Tribe against all liabilities or costs
342 relating to the use, handling, treatment, removal, storage, transportation, or disposal of
343 hazardous materials, or the release or discharge of any hazardous material from the leased
344 premises that occurs during the lease term, regardless of fault, with the exception that the
345 lessee is not required to indemnify the Tribe for liability or cost arising from the Tribe's
346 negligence or willful misconduct; and
347 (m) Land Management or the Secretary may, at its discretion, treat as a lease violation
348 any failure by the lessee to cooperate with a request to make appropriate records, reports
349 or information available for inspection and duplication.

350 65.5-3. *Improvements.* A lease shall set out requirements related to improvements, including:

- 351 (a) whether improvements may be constructed;
352 (b) ownership of improvements;
353 (c) responsibility for constructing, operating, maintaining and managing improvements;
354 (d) removal of improvements;
355 (e) whether a lessee may develop equity in improvements and sell its interest in the lease
356 based on the equity; and
357 (f) the lessor's right of first refusal to purchase the lessee's interest, if any.

358 65.5-4. *Obtaining a Lease Document.* Lease documents shall be by written consent of the lessor
359 and the lessee, unless otherwise provided herein and shall contain the effective date of the lease
360 document.

- 361 (a) The lease may authorize subleases only upon approval and execution from Land
362 Management. This in no way relieves the parties from carrying out their duties under the
363 lease.
364 (b) The lease may authorize encumbrances, including leasehold mortgages, on the
365 leasehold interest for the purpose of financing to develop and improve the premises.
366 Approval of the encumbrance by Land Management is required.
367 (c) The lease shall not authorize mortgages that encumber title to Tribal land.

368 65.5-5. *Payments.* For any lease requiring payments to be made to the lessor, the lessor shall
369 provide the Secretary with such documentation of the lease payments as the Secretary may
370 request to enable the Secretary to discharge the trust responsibility of the United States.

371 65.5-6. *Environmental and Cultural Reviews.* Land Management shall not approve a lease or
372 lease document until an environmental review and a cultural review, as required under section
373 65.9, have been completed. Leases approved and executed in violation of this section shall be
374 null and void.

375 65.5-7. *Documentation.* The following are required for a party to enter into a lease:

- 376 (a) a signed lease; and
377 (b) any reports, surveys and site assessments needed to comply with Tribal
378 environmental, cultural resource and land use requirements.

379

380 **65.6. Residential Leases**

381 65.6-1. In addition to the requirements that apply to all leases under section 65.5, the

382 requirements of this section shall also apply to residential leases.

383 65.6-2. A residential lease shall be entered into for the lease of land suited or used for the
384 construction, improvement, and/or maintenance of a dwelling and related structures on the
385 premises, and otherwise to use or occupy said premises for residential purposes.

386 65.6-3. *Duration*. Residential leases shall not exceed seventy-five (75) years.

387

388 **65.7. Agricultural Leases**

389 65.7-1. In addition to the requirements that apply to all leases under section 65.5, the
390 requirements of this section shall also apply to agricultural leases.

391 65.7-2. An agricultural lease shall be entered into for the lease of land suited or used for the
392 production of crops, livestock or other agricultural products, or land suited or used for a business
393 that supports the surrounding agricultural community.

394 65.7-3. *Duration and Renewal*. Agricultural leases shall not exceed twenty-five (25) years,
395 except that any such lease may include an option to renew for up to two (2) additional terms,
396 which may not exceed twenty-five (25) years each.

397 65.7-4. *Land Management*. Agricultural leases shall require the lessee to manage land in
398 accordance with any agricultural resource management plan developed by the Tribe.

399

400 **65.8. Business Leases**

401 65.8-1. In addition to the requirements that apply to all leases under section 65.5, the
402 requirements of this section shall also apply to business leases.

403 65.8-2. A business lease shall be entered into for the lease of land suited or used for business
404 purposes including retail, office, manufacturing, storage, or other business purposes; and public
405 purposes, including religious, educational, recreational, cultural, or other public purposes.

406 65.8-3. *Duration and Renewal*. Business leases shall not exceed twenty-five (25) years, except
407 that any such lease may include an option to renew for up to two (2) additional terms, which may
408 not exceed twenty-five (25) years each.

409 65.8-4. *Supporting Documents*. All applicants for business site leases shall submit the following
410 documents to Land Management:

411 (a) financial statement;

412 (b) site survey and legal description, if applicable;

413 (c) other documents as may be required by any business site leasing management plan
414 developed by the Tribe.

415 65.8-5. *Appraisal, Local Studies*.

416 (a) The fair annual lease value shall be determined by an appraisal or equivalent
417 procedure performed by Land Management utilizing the following data: improvement
418 cost, replacement cost, earning capacity, and sales and lease data of comparable sites. An
419 appraisal log reporting the methods of appraisal and value of the Tribal land shall be
420 attached to every business site lease.

421 (b) Alternatively, the fair annual lease value shall be determined by an appraisal
422 performed by a licensed appraiser utilizing the Uniform Standards of Professional
423 Appraisal Practice or another commonly accepted method of appraisal. An appraisal log
424 describing the method of appraisal and value of the Tribal land shall be attached to every
425 business site lease.

426 65.8-6. *Fair Annual Lease Value*.

427 (a) No lease shall be approved for less than the present fair annual lease value as set forth
428 in the appraisal, except as follows:

429 (1) The lessee is in the development period;

430 (2) Land Management is providing an incentive for businesses to locate on Tribal
431 land, and must provide lease concessions, lease improvement credits, and lease
432 abatements to attract such business; or

433 (3) Land Management determines such action is in the best interest of the Tribe.

434 (b) A lease may:

435 (1) Be structured at a flat lease rate; and/or

436 (2) Be structured at a flat lease rate plus a percentage of gross receipts, if the
437 lessee is a business located in a shopping center, or the lessee generates over one
438 million dollars (\$1,000,000.00) annually in gross receipts; and/or

439 (3) Be structured based on a percentage of gross receipts, or based on a market
440 indicator; and/or

441 (4) Be structured to allow for lease rate adjustments. The lease shall specify how
442 adjustments will be made, who will make such adjustments, when adjustments
443 will go into effect, and how disputes shall be resolved; and/or

444 (5) Be amended to allow for lease rate adjustments; and/or

445 (6) Provide for periodic review. Such review shall give consideration to the
446 economic conditions, exclusive of improvement or development required by the
447 contract or the contribution value of such improvements.

448 (c) Land Management shall keep written records of the basis used in determining the fair
449 annual lease value, as well as the basis for adjustments. These records shall be presented
450 to the lessee and included in any lease file.

451 65.8-7. *Performance Bond.* If a performance bond is required under a business lease, a
452 performance bond shall be obtained by the lessee in an amount that reasonably assures
453 performance on the lease. Such bond shall be for the purpose of guaranteeing the following:

454 (a) The annual lease payment;

455 (b) The estimated development cost of improvements; and

456 (c) Any additional amount necessary to ensure compliance with the lease.

457

458 **65.9. Environmental and Cultural Reviews**

459 65.9-1. *Applicability.* Land Management shall not consider approving a lease or lease document
460 until an environmental review and a cultural review have been completed.

461 65.9-2. *Environmental Reviews.* An environmental review shall be conducted by or at the
462 request of the Environmental, Health and Safety Division on all proposed leases and lease
463 documents. The environmental review shall be conducted in accordance with the process
464 established under the National Environmental Policy Act (NEPA), 42 U.S.C. 4321 et seq, to
465 evaluate environmental effects of federal undertakings.

466 65.9-3. *Cultural Reviews.* A cultural review shall be conducted by or at the request of the
467 Cultural Heritage Department on all proposed leases and lease documents. The cultural review
468 shall be conducted in accordance with the permit review requirements for undertakings
469 established in the Protection and Management of Archeological & Historical Resources law.

470 65.9-4. *Environmental and Cultural Review Completion.* The Environmental, Health and Safety
471 Division shall forward a completed environmental review and the cultural review to Land
472 Management for consideration in the approval or denial of a lease or lease document.

473 (a) Before approving a lease or lease document, Land Management may require any
474 reasonable actions, as recommended within the environmental review or cultural review,
475 be completed.

476 (b) The Environmental, Health and Safety Division shall prepare an updated
477 environmental review and the Cultural Heritage Department shall prepare an updated

478 cultural review upon completion of any reasonable actions.

479

480 **65.10. Lease Management**

481 65.10-1. *Management Plan.* Land Management shall:

482 (a) manage existing leases as well as those executed pursuant to this Law; and

483 (b) institute a leasing management plan that employs sound real estate management
484 practices, and addresses accounting, collections, monitoring, enforcement, relief, and
485 remedies.

486 65.10-2. *Accounting.* Land Management shall implement an accounting system that generates
487 invoices, accounts for payments, and dates of when rate adjustments should be made. Nothing in
488 this section shall be construed to absolve the lessee of its duties under a lease.

489 65.10-3. *Recording Leases and Lease Documents.* Land Management shall provide all leases
490 and lease documents of Tribal trust land, except residential subleases and encumbrances, to the
491 Bureau of Indian Affairs for recording in the Land Titles and Records Office. All leases and
492 lease documents of Tribal land shall also be recorded in the Tribe's Register of Deeds. Land
493 Management shall also distribute a copy of the recorded lease documents to the lessee.

494 65.10-4. *Ownership of Records.* Records of activities taken pursuant to this Law with respect to
495 Tribal trust land are the property of the United States and the Tribe. Records compiled,
496 developed or received by the lessor in the course of business with the Secretary are the property
497 of the Tribe.

498 65.10-5. *Administrative Fees.* Land Management may charge administrative fees for costs
499 associated with issuing a lease or lease document, or conducting any other administrative
500 transaction.

501

502 **65.11. Enforcement**

503 65.11-1. Land Management shall have all powers necessary and proper to enforce this Law and
504 the lease terms. This includes the power to enter the premises, assess penalties, assess late
505 payments and cancel leases. Land Management may request the Oneida Law Office assist in
506 enforcement of this Law and leases.

507 65.11-2. *Harmful or Threatening Activities.* If a lessee or other party causes or threatens to
508 cause immediate and significant harm to the premises, or undertakes criminal activity thereon,
509 Land Management or another interested party may take appropriate emergency action, which
510 includes cancelling the lease and/or securing judicial relief.

511 65.11-3. *Holdovers and Trespass.* If a lessee remains in possession of a property after the
512 expiration or cancellation of a lease, or a person occupies a property without Land
513 Management's approval, Land Management shall take action to recover possession of the
514 property; and/or pursue additional remedies, such as damages, if applicable.

515 65.11-4. *Defaults.* If Land Management determines a lessee is in default, Land Management
516 shall take action to have the lessee cure the default or, if the default is not cured, cancel the lease.

517 65.11-5. *Penalties.* Unless the lease provides otherwise, interest charges and late payment
518 penalties shall apply in the absence of any specific notice to the lessee from Land Management,
519 and the failure to pay such amounts shall be treated as a breach of the lease.

520

521 **65.12. Appeals**

522 65.12-1. The lessee or an interested party may appeal a determination of Land Management in
523 accordance with the Judiciary law and any applicable rules of procedure.

524

525 *End.*

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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:

Action #1, pending law office and energy team review: Pass resolution that supports the Department of Energy Grant Agreement for a \$1 million grant to be matched by a 3rd party power purchase agreement.
Action #2: Establish a Solar Project RFP team that includes representatives from the Law Office, Finance Committee, Engineering Dept., Public Works, and Energy Team to review the following proposals for work: Legal representation, Financial review, 3rd party investor terms, and contractor-installer bids.

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: Michael Troge, Project Manager, Environmental Division
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The Project is intended to install solar electric arrays on nine or more Tribal governmental facilities. The completed solar project will provide 10% of the energy used by the facilities, or \$75,000 per year worth of electricity.

The Oneida Tribe was awarded a \$1 million grant from Dept. of Energy. We intend to partner with a 3rd party investor to provide a \$1 million match. The Tribe will provide about \$41,000 of in-kind match with wage labor.

The Tribe is NOT able to take advantage of tax credits and depreciation, but a 3rd party investor can. We intend to partner with an investor to create a limited liability company to install the solar project. The anticipated terms will commit the Tribe to pay \$75,000 per year for solar energy for about 8 years. During those 8 years, the 3rd party will own and maintain the project. In year 9, ownership and maintenance responsibilities of the solar project will be transferred to the Tribe.

The Tribe will issue a request for proposal for all anticipated agreements, including legal representation, financial analyses, investor proposals, and contractor-installer contracts. The Tribe will take advantage of services provided by the various departments within the Department of Energy, including the Office of Indian Energy and the National Renewable Energy Laboratory.

The Oneida Electrical Department will maintain the system starting in year 9. The grant is providing training and travel for two staff from the Oneida Electrical Department to prepare their electricians to assist with solar project installation and long-term maintenance work. Based on findings from the National Renewable Energy Laboratory, the average maintenance costs for solar electric projects is \$20 / kw per year, or \$13,900 per year. This is NOT expected to be an annual project expense however. Most of this cost is associated with end-of-life equipment replacement. Inverters, for example, are the second largest capital expense with an expected life of 10 to 15 years. The solar panels are the largest capital expense, but the panels are expected to function for 30 years. Other maintenance activities include time for inspection, localized site work, and data communications issues.

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- 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



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 _____

Supporting the Application for a U.S. Department of Energy Grant: Deployment of Clean Energy and Energy Efficiency Projects on Indian Lands Funding Opportunity Announcement #: DE-FOA-0001021

- 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 Tribe of Indians of Wisconsin 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 Tribe of Indians of Wisconsin understands that energy is an essential community need, and
- WHEREAS,** the Oneida Tribe of Indians of Wisconsin has established the Oneida Energy Team to provide recommendations around energy strategy, policy, analysis, planning, and projects, and
- WHEREAS,** the Oneida Tribe of Indians of Wisconsin supports the development of a comprehensive energy management strategy to balance energy production, conservation, and wise energy usage in order to meet future economic, social and environmental challenges, and
- WHEREAS,** Nine (9) government facilities have been evaluated and determined to support photovoltaic systems. These buildings are fully controlled by the Oneida Tribe of Indians of Wisconsin, and
- WHEREAS,** the Oneida Tribe of Indians of Wisconsin will have partial control through the Power Purchase Agreement with a private entity when the project is initiated, but will gain full control of the photovoltaic systems at a designated time as indicated in this partnership agreement; and
- NOW THEREFORE BE IT RESOLVED,** : that the Oneida Tribe of Indians of Wisconsin approves the grant agreement and work plan with the U.S. Department of Energy for an amount up to \$1,000,000 with a match of up to 100% of the grant award in the form of in-kind services, matching grants, private investors, and cash payments.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 05 / 13 / 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): Resolution

Agenda item title (see instructions):

Utilities Rate Increase

Action requested (choose one)

Information only

Action - please describe:

To adopt Utilities Rate Increase Resolution

3. Justification

Why BC action is required (see instructions):

Per Chapter 47, Sanitation Ordinance; section 47.8-1, titled, Charges, Fees, and Rates, "...The Oneida Business Committee shall approve such fees and charges prior to levy."

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): Trish King, Tribal Treasurer

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 Tribe of Indians of Wisconsin
Legislative Reference Office**

Lynn A. Franzmeier, Staff Attorney
Taniquele J. Thurner, Legislative Analyst
Candice E. Skenandore, Legislative Analyst



P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214
<https://oneida-nsn.gov/Laws>

Statement of Effect

Resolution: Utilities Rate Increase

Summary

This Resolution increases the water and sewer service rates 12% starting October 1, 2015.

Submitted by: Candice E. Skenandore, Legislative Analyst, Legislative Reference Office

Analysis from Legislative Reference Office

The Oneida Business Committee (OBC) adopted BC Resolution # 4-20-90-B which established an Oneida Utilities Commission and adopted the Oneida Tribal Sanitary District Ordinance (Ordinance). The purpose of the Ordinance was to assure that any sanitary utilities developed within the Tribe be operated and maintained in a manner that is fiscally responsible, responsive to customer needs, environmentally safe and governmentally functional. On May 15, 1991, the OBC amended the Ordinance by adopting BC Resolution # 5-15-91-P which gave the Oneida Utilities Commission the complete authority to manage, operate and maintain financial accountability for the Ordinance, including the water and sewer system. On September 2, 1998 the Ordinance was amended as an emergency to, among other things, establish rates and charges for the collection of solid waste refuse and recyclable material for Tribal residences within the Reservation whether it be fee or trust lands, and to charge Tribal members and Tribal entities for such services provided [See BC Resolution # 09-02-98-A]. On September 5, 2001 the OBC passed a motion that facilitated the transfer of the duties and responsibilities of the Oneida Utilities Commission and the administrative operations of the sanitary district to the Tribe. The Oneida Utilities Commission was dissolved by the OBC on June 30, 2004 and the Ordinance was formally amended on October 20, 2004 pursuant to BC Resolution # 10-20-04-B. These amendments re-titled the Ordinance to the Sanitation Ordinance. In addition, the amendments replaced the Oneida Utilities Commission with the Oneida Utilities Department (Department) and transferred the duties and responsibilities from the Oneida Utilities Commission to the Tribe.

The Sanitation Ordinance allows the Department to establish rates and charges for the services provided by the Public Water and Public Sewer systems in such sums as the Department must fix, from time to time, in a manner consistent with all applicable federal and tribal statutes and regulations. The OBC must approve such fees and charges [See Sanitation Ordinance 47.4-1 (a) (5) and 47.8-1 (a)].

The Resolution states that the Department recommends increasing the water and sewer rates by 12% in order to be consistent with municipalities that have comparable number of customers. However, the Resolution claims that the Department would need to raise the utility rates by 324% to equal their operational costs. The Sanitation Ordinance requires the Department, to the extent possible, to set its fees, rates and charges proportionate to customer use and at levels high

enough to obtain sufficient revenues to pay the cost of, among other things, the present and future operation and maintenance of the Public Water and Public Sewer systems [*See Sanitation Ordinance 47.8-1 (d) (1)*]. The OBC may want to consider requesting a fiscal impact statement to determine if the 12% rate increase will provide sufficient revenues to pay the costs specified in the Sanitation Ordinance.

The OBC may want to consider not only requiring the Department to place a notice in the newspaper but to also provide notice to its current customers that the 12% rate increase is effective October 1, 2015.

Conclusion

There are no legal bars adopting this Resolution.

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.

Resolution # _____ Utilities Rate Increase Resolution

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian Government and a Treaty Tribe recognized by the Laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Business Committee adopted the Oneida Tribal Sanitary District Ordinance and established a Utilities Commission in accordance with BC Resolution # 04-20-90-B; and
- WHEREAS,** the Oneida Tribal Sanitary District Ordinance and Utilities Commission were created in order to assure that the operation of the sanitary system be administered responsibly and pursuant to the appropriate rules and regulations; and
- WHEREAS,** on September 5, 2001, the Oneida Business Committee passed a motion that facilitated the transfer of the duties and responsibilities of the Utilities Commission and the administrative operations of the sanitary district to the government of the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS,** the Utilities Commission was dissolved by the Oneida Tribe of Indians on June 30, 2004; and
- WHEREAS,** the Oneida Tribal Sanitary District Ordinance was formally amended by the Oneida Business Committee through passage of BC Resolution # 10-20-04-B which re-titled the ordinance to the Sanitation Ordinance, replaced the Oneida Utilities Commission with the Oneida Utilities Department and transferred the duties and responsibilities from the Commission to the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS,** the Sanitation Ordinance authorizes the Oneida Utilities Department to establish rates and charges for services provided by the Public Water and Public Sewer systems; and

WHEREAS, a rate increase has not occurred since 2004 and the Oneida Utilities Department has completed a rate study utilizing equal population per capita to the Oneida Reservation; and

WHEREAS, the Oneida Utilities Department recommends increasing the water and sewer rates by 12% in order to be consistent with municipalities that have comparable number of customers; and

WHEREAS, the Oneida Utilities Department would need to raise the utility rates by 324% to equal their operational costs; and

WHEREAS, the Oneida Business Committee agrees with the Oneida Utilities Department recommendation of a lesser rate increase of 12% for consistency with local governments and to move closer toward covering the costs of operating the utility.

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee hereby approves a rate increase of 12% for water and sewer services.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Oneida Utilities Department shall place a public notice in the Tribal newspaper for at least three issues identifying that the 12% rate increase on water and sewer services has been adopted.

NOW THEREFORE BE IT FINALLY RESOLVED, that the 12% rate increase for water and sewer services shall be effective October 1, 2015.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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:

Adopt resolution titled Amending Resolution # BC-09-24-14-D Appointment of Liaison Responsibilities for Organization Entities

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:

At the Business Committee Work Meeting on May 4, 2015, the Business Committee reviewed resolution # BC-09-24-14-D. Changes were recommended so that Councilman David Jordan would be included in the liaison responsibilities.

The attached resolution reflect those recommended changes.

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

Assignment Totals

OBC	Combined	Liaison	Standing Committees	Standing Committees Names
Tina Danforth	10	10	0	None
Patricia King	5	3	2	Finance, Quality of Life
Melinda Danforth	13	12	1	Community Development Planning Cmte
Lisa Summers	8	7	1	Community Development Planning Cmte,
Tehassi Hill	11	7	4	LOC, Audit, Quality of Life, Community Development Planning Cmte
Fawn Billie	10	6	4	LOC, Audit, Finance, Quality of Life
Brandon Stevens	7	6	1	LOC
Jenny Webster	15	10	5	LOC, Audit, Finance, Quality of Life, Community Development Planning Cmte
David Jordan	8	4	4	LOC, Audit, Finance, Community Development Planning Cmte.

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 _____
Amending Resolution # BC-09-24-14-D Appointment of Liaison
Responsibilities for Organization Entities

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

WHEREAS, the General Tribal Council has been delegated the authority of Article IV, Section I of the Oneida Tribal Constitution; and

WHEREAS, the Oneida Business Committee may be delegated duties and responsibilities by the Oneida General Tribal Council and is at all times subject to the review powers of the Oneida General Tribal Council; and

WHEREAS, the Oneida Business Committee adopted Resolution # BC-10-08-14-A, which removed Treasurer Trish King from the Audit Committee and added Councilman Tehassi Hill to the Audit Committee; and

WHEREAS, the Oneida Tribe held a duly noticed Special Election on April 11, 2015, for the purpose of filling a vacancy on the Oneida Business Committee; and

WHEREAS, the results of the Special Election were declared and newly elected Business Committee member, Councilman David Jordan, was sworn in at the April 22, 2015, Business Committee meeting; and

WHEREAS, the Oneida Business Committee has determined that the appointment of liaisons to various boards, committees, commissions and organization units fosters communication and understanding between the organization entities and the Oneida Business Committee; and

WHEREAS, the Oneida Business Committee has determined that the Senior Management Team liaison is no longer required; and

WHEREAS, the Oneida Business Committee has met and determined who should be appointed to serve as liaison to the organization entities;

NOW THEREFORE BE IT RESOLVED that the following liaison appointments are adopted.

Ref #	Entity	Primary	Alternate
Corporations			
C1	Oneida Golf Enterprise	Patricia M. King	Ronald W. (Tehassi) Hill
C2	Oneida Total Integrated Enterprises, LLC	Ronald W. (Tehassi) Hill	Jennifer A. Webster
C3	Oneida Engineering, Science, & Construction	Ronald W. (Tehassi) Hill	Jennifer A. Webster

BC Resolution
Amending Resolution # BC-09-24-14-D Appointment of Liaison
Responsibilities for Organization Entities
Page 2 of 3

C4	Oneida Seven Generations Corporation	Cristina <u>S. Danforth</u>	Brandon L. Yellowbird-Stevens
C5	Oneida Airport Hotel Corporation	Patricia M. King	Fawn J. Billie
C6	Bay Bancorporation	Cristina S. Danforth	Benjamin D. Vieau <u>David P. Jordan</u>
Boards, Committees, Commissions			
Regulatory/Hearing Body			
R1	Land Commission	Ronald W. (Tehassi) Hill	Jennifer A. Webster
R2	Gaming Commission	Brandon L. Yellowbird-Stevens	Fawn J. Billie <u>David P. Jordan</u>
R3	Pardon and Forgiveness Committee	Lisa M. Summers	Cristina S. Danforth
R4	Election Board	Melinda J. Danforth	Lisa M. Summers
R5	Child Protective Board	Lisa M. Summers	Jennifer A. Webster
R6	Environmental Resources Board	Ronald W. (Tehassi) Hill	Fawn J. Billie
R7	Police Commission	Lisa M. Summers	Melinda J. Danforth
R8	Personnel Commission	Lisa M. Summers	<u>David P. Jordan</u>
R9	School Board	Fawn J. Billie	Brandon L. Yellowbird-Stevens
R10	Trust and Enrollment Committee	Brandon L. Yellowbird-Stevens	n/a
Advisory			
A1	Anna John Nursing Home Commission	Melinda J. Danforth	Cristina S. Danforth
A2	Commission on Aging	Melinda J. Danforth	Lisa M. Summers
A3	Land Claims Commission	Brandon L. Yellowbird-Stevens	Jennifer A. Webster
A4	Library Board	Fawn J. Billie	<u>David P. Jordan</u>
A5	Arts Board	Jennifer A. Webster	Cristina S. Danforth
A6	Pow-Wow Committee	Fawn J. Billie	Melinda J. Danforth
A7	Southeast Oneida Tribal Services Board	Cristina S. Danforth	Lisa M. Summers
A8	Veteran's Affairs Committee	Jennifer A. Webster	Fawn J. Billie
Governing Responsibility-Organizational Group			
G1	Head Start Policy Council	Jennifer A. Webster	Melinda J. Danforth <u>David P. Jordan</u>
G3	Senior Management Team	Cristina S. Danforth	Melinda J. Danforth
Standing Committees			
S1	Legislative Operating Committee	Brandon L. Yellowbird-Stevens (Chair), Ronald W. (Tehassi) Hill (V. Chair), Jennifer A. Webster, Fawn J. Billie, [Vacant] <u>David P. Jordan</u>	
S2	Finance Committee	Patricia M. King (Chair), Jennifer A. Webster, Fawn J. Billie	<u>David P. Jordan</u>
S3	Audit Committee	Jennifer A. Webster, Fawn J. Billie, Patricia M. King <u>Ronald W. (Tehassi) Hill, David P. Jordan</u>	
S4	Community Development & Planning Committee	Melinda J. Danforth, Ronald W. (Tehassi) Hill, Jennifer A. Webster, Lisa M. Summers, [Vacant] <u>David P. Jordan</u>	
S5	Quality of Life Committee	Ronald W. (Tehassi) Hill, Fawn J. Billie, Patricia M. King, Jennifer A. Webster, [Vacant]	
Membership Representation External Entity			
M1	National Congress of American Indians http://www.ncai.org/	Cristina S. Danforth	Oneida Business Committee

BC Resolution
Amending Resolution # BC-09-24-14-D Appointment of Liaison
Responsibilities for Organization Entities
Page 3 of 3

M2	National Indian Gaming Association http://www.indiangaming.org/	Brandon L. Yellowbird- Stevens	Oneida Business Committee
M3	Midwest Alliance of Sovereign Tribes http://www.m-a-s-t.org/	Cristina S. Danforth	Melinda J. Danforth
M4	Great Lakes Inter-Tribal Council http://www.glitc.org/	Cristina S. Danforth	Melinda J. Danforth
M5	Native American Finance Officers Association http://www.nafoa.org/	Patricia M. King	Larry Lawrence E. Barton
M6	Regional Tribal Operations Committee	Ronald W. (Tehassi) Hill	Melinda J. Danforth Jeff , Jeffrey M. Mears
M7	IHS – Tribal Technical Advisory Group	Melinda J. Danforth	Jennifer A. Webster
M8	Natural Resource Damage Assessment Trustee	Ronald W. (Tehassi) Hill	Jennifer A. Webster
M10	Hobart, Ashwaubenon, Lawrence, Oneida	Cristina S. Danforth	Melinda J. Danforth
M11	State Tribal Relations Committee Wis. Stat. 13.83(3)	Melinda J. Danforth	n/a
M12	State Religious Practices Committee	Melinda J. Danforth	n/a
Government-to-Government Relations			
Nate King, Legislative Affairs Director to manage federal and state government-to-government relations needs under directive of Oneida Business Committee. SOPs on how this will be managed to be presented to Secretary and distributed to liaisons, entities and organization.			

Oneida Tribe of Indians of Wisconsin



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BC Resolution _____ Amending Resolution # BC-09-24-14-D Appointment of Liaison Responsibilities for Organization Entities

- WHEREAS,** the Oneida General Tribal Council is the duly recognized governing body of the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS,** the General Tribal Council has been delegated the authority of Article IV, Section I of the Oneida Tribal Constitution; and
- WHEREAS,** the Oneida Business Committee may be delegated duties and responsibilities by the Oneida General Tribal Council and is at all times subject to the review powers of the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Business Committee adopted Resolution # BC-10-08-14-A, which removed Treasurer Trish King from the Audit Committee and added Councilman Tehassi Hill to the Audit Committee; and
- WHEREAS,** the Oneida Tribe held a duly noticed Special Election on April 11, 2015, for the purpose of filling a vacancy on the Oneida Business Committee; and
- WHEREAS,** the results of the Special Election were declared and newly elected Business Committee member, Councilman David Jordan, was sworn in at the April 22, 2015, Business Committee meeting; and
- WHEREAS,** the Oneida Business Committee has determined that the appointment of liaisons to various boards, committees, commissions and organization units fosters communication and understanding between the organization entities and the Oneida Business Committee; and
- WHEREAS,** the Oneida Business Committee has determined that the Senior Management Team liaison is no longer required; and
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BC Resolution _____
**Amending Resolution # BC-09-24-14-D Appointment of Liaison
Responsibilities for Organization Entities**
Page 2 of 3

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R7	Police Commission	Lisa M. Summers	Melinda J. Danforth
R8	Personnel Commission	Lisa M. Summers	David P. Jordan
R9	School Board	Fawn J. Billie	Brandon L. Yellowbird-Stevens
R10	Trust and Enrollment Committee	Brandon L. Yellowbird-Stevens	n/a
Advisory			
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S3	Audit Committee	Jennifer A. Webster, Fawn J. Billie, Ronald W. (Tehassi) Hill, David P. Jordan	
S4	Community Development & Planning Committee	Melinda J. Danforth, Ronald W. (Tehassi) Hill, Jennifer A. Webster, Lisa M. Summers, David P. Jordan	
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BC Resolution _____
 Amending Resolution # BC-09-24-14-D Appointment of Liaison
 Responsibilities for Organization Entities
 Page 3 of 3

	http://www.m-a-s-t.org/		
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Government-to-Government Relations			
Nate King, Legislative Affairs Director to manage federal and state government-to-government relations needs under directive of Oneida Business Committee. SOPs on how this will be managed to be presented to Secretary and distributed to liaisons, entities and organization.			

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 05 / 13 / 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):

Additional signature (as needed):

Additional signature (as needed):

- 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 Tribe of Indians of Wisconsin
BUSINESS COMMITTEE**



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



**P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040**



UGWA DEMOLUM YATEHE
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MEMORANDUM

TO: Oneida Business Committee
FROM: Chairwoman Tina Danforth *CSP*
DATE: May 4, 2015
RE: Oneida Child Protective Board

There were five (5) applicants for one (1) vacancy on the Oneida Child Protective Board. The applicants were Dakota Webster, Beverly Skenandore, Aaron Manders, Justine Hill and Gina Buenrostro.

All of the candidates are qualified to serve. In accordance with Article VI., Section 6-2(c) of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Beverly Skenandore be appointed to serve on the Oneida Child Protective Board.

Thank You.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 05 / 13 / 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:

[Empty text box for session justification]

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):

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Memo of explanation with required information (see instructions)

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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.

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MEMORANDUM

TO: Oneida Business Committee

FROM: Chairwoman Tina Danforth *CS/D*

DATE: May 4, 2015

RE: Oneida Arts Board

There was one (1) applicant for one (1) vacancy on the Oneida Arts Board. The applicant was Sylvia Cornelius.

The candidate is qualified to serve. In accordance with Article VI., Section 6-2(c) of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Sylvia Cornelius be appointed to serve on the Oneida Arts Board.

Thank You.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 05 / 13 / 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:

[Empty box for session justification]

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. <input type="text"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

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.

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MEMORANDUM

TO: Oneida Business Committee

FROM: Chairwoman Tina Danforth *BSD*

DATE: May 4, 2015

RE: Anna John Resident Centered Care Community Board

There was one (1) applicant for one (1) vacancy on the Anna John Resident Centered Care Community Board. The applicant was Patricia Moore.

The candidate is qualified to serve. In accordance with Article VI., Section 6-2(c) of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Patricia Moore be appointed to serve on the Anna John Resident Centered Care Community Board.

Thank You.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 05 / 13 / 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:

[Empty text box]

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

Oneida Personnel Commission Appointments

Action requested (choose one)

Information only

Action - please describe:

BC approval to appoint Patricia Denny and Sharon Alvarez to the Oneida Personnel Commission.

3. Justification

Why BC action is required (see instructions):

According to the Comprehensive Policy Governing Boards, Committees and Commissions, Article VI. Appointed Positions, c. "forward choice of applicants to all Council members prior to appointment."

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. [Empty text box]

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Cristina Danforth, Tribal Chairwoman

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.

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MEMORANDUM

TO: Oneida Business Committee

FROM: Chairwoman Tina Danforth *CSO*

DATE: May 4, 2015

RE: Oneida Personnel Commission

There were twelve (12) applicants for two (2) vacancies on the Oneida Personnel Commission. The applicants were Jon Frion, Michael Debraska, Shannon King, Bradley Graham, Patricia Denny, Thomas Wilbur, Fredrick Muscavitch, Chris Cornelius, Dakota Webster, Debra Powless, Sandra Skenandore, and Sharon Alvarez.

All of the candidates are qualified to serve. In accordance with Article VI., Section 6-2(c) of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Patricia Denny and Sharon Alvarez be appointed to serve on the Oneida Personnel Commission.

Thank You.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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: April 15, 2015 LOC Meeting Minutes

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="Minutes"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Candice E. Skenandore, Legislative Reference Office
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

TO: Oneida Business Committee
FROM: Brandon Stevens, LOC Chairperson
DATE: May 13, 2015
RE: Accept April 15, 2015 LOC Meeting Minutes

The purpose of this memo is to request the OBC to consider accepting the attached April 15, 2015 LOC meeting minutes. In accordance with the LOC Bylaws, all minutes shall be submitted to the Tribal Secretary's Office within 30 calendar days after approval by the LOC [See LOC Bylaws, 4-2 (a)].

Action Requested:

Accept the LOC meeting minutes of April 15, 2015.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Tribe of Indians of Wisconsin

Legislative Reference Office

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



Committee Members

Brandon Stevens, Chairperson
 Tehassi Hill, Vice Chairperson
 Fawn Billie, Councilmember
 Jennifer Webster, Councilmember

LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2nd Floor Norbert Hill Center

April 15, 2015 9:00 a.m.

PRESENT: Brandon Stevens, Tehassi Hill, Jennifer Webster, Fawn Billie

OTHERS PRESENT: Taniquelle Thurner, Danelle Wilson, Rae Skenandore, Michelle Mays, RC Metoxen, Fawn Cottrell

I. Call To Order and Approval of the Agenda

Brandon Stevens called the April 15, 2015 Legislative Operating Committee meeting to order at 9:09 a.m.

Motion by Tehassi Hill to approve the agenda; seconded by Fawn Billie. Motion carried unanimously.

II. Minutes to be approved

1. April 3, 2015 LOC Meeting Minutes

Motion by Tehassi Hill to approve the April 3, 2015 LOC meeting minutes; seconded by Jennifer Webster. Motion carried unanimously.

III. Current Business

1. Children's Code (01:29-06:58)

Motion by Tehassi Hill to defer the Children's Code for 60 days for the fiscal and administrative analysis; seconded by Fawn Billie. Motion carried unanimously.

2. Furlough Policy (07:00-40:53)

Motion by Jennifer Webster to defer the Furlough Policy for two weeks for the noted considerations, minor changes, and a fiscal analysis; seconded by Fawn Billie. Motion carried unanimously.

3. ONGO Emergency Amendments (40:54-42:00)

Motion by Fawn Billie to forward the ONGO Emergency Amendments to the Oneida Business Committee for consideration; seconded by Tehassi Hill. Motion carried unanimously.

IV. New Submissions

V. Additions

VI. Administrative Updates

VII. Executive Session

VIII. Recess/Adjourn

Motion by Jennifer Webster to adjourn the April 15, 2015 Legislative Operating Committee Meeting at 9:42 a.m.; seconded by Fawn Billie. Motion carried unanimously.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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:

Oneida Business Committee approval is required to approve all Finance Committee meeting actions as the FC is a standing committee of the OBC

- 1) Save a copy of this form for your records.
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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 Tribe of Indians of Wisconsin

Finance Administration Office

Phone: 920- 869-4325

FAO@oneidation.org

MEMORANDUM

TO: Finance Committee
CC: Business Committee
FR: Denise Vigue, Executive Assistant
DT: May 5, 2015
RE: E-Poll Results of: FC Meeting Minutes of May 4, 2015

An E-Poll vote of the Finance Committee was conducted to approve the May 4, 2015 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

E-POLL RESULTS:

There was a Majority 4 YES votes from Wesley Martin, Jr., Patrick Stensloff, Chad Fuss and Jennifer Webster to approve the May 4, 2015 Finance Committee Meeting Minutes

The minutes will be placed on the next BC agenda of May 13, 2015 for approval and the next Finance Committee agenda of May 18, 2015 to accept this E-Poll action.

YawĀko

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

ONEIDA FINANCE COMMITTEE

May 4, 2015 – 10:00 A.M.

Business Committee Executive Conference Room

REGULAR MEETING MINUTES

Members Present:

Larry Barton, CFO/FC Vice-Chair	Jenny Webster, BC Council Member
Chad Fuss, Gam GGM Alternate/AGGM	Patrick Stensloff, Purchasing Director
Wesley Martin, Jr., Community Elder Member	

Members Excused: Patricia King, Treasurer/FC Chair & Fawn Billie, BC Council Member

Others Present: Paul Witek, Amelia Cooper, Joan Christnot, Janet Malcolm, Apache Danforth, Jamie Better, and Denise Vigue, FC Recording Secretary

- I. **Call to Order:** The meeting was called to order by the FC Vice-Chair at 10:00 A.M.
- II. **Approval of Agenda:** Motion by Chad Fuss to approve the May 4, 2015 Finance Committee agenda with two ADD ON requests under New Business. Seconded by Patrick Stensloff. Motion carried unanimously.
- III. **Approval of Minutes:**
 1. **April 13, 2015 (approved via FC E-Poll on April 14, 2015):**
Motion by Jennifer Webster to ratify the FC E-Poll action of April 14, 2015 approving the Finance Committee meeting minutes of April 13, 2015 and to make a procedural exception to the Comprehensive Policy governing boards, committees and commissions regarding meeting time to allow FC Elder member to be paid a stipend for this meeting as it was so close to the one hour requirement. Seconded by Chad Fuss. Wesley Martin, Jr. abstained. Motion carried.
- IV. **Tabled Business:** No tabled business
- V. **Capital Expenditures:** No items submitted
- VI. **New Business:**
 - A. **Internal Requests:**
 1. **Lamers Bus Lines, Inc. - 3 year contract**
Joan Christnot, Oneida Head Start

Joan Christnot was present to provide details of this contract: amount is for this first year and the next two years cost will include a 3% increase; she noted the services they receive from this vendor are excellent; there was discussion on added costs for fuel, as it was not included in contract; legal review has been done.

Motion by Patrick Stensloff to approve the 3 year contract with Lamers Bus Lines, Inc. in the amount of \$92,025.00. Seconded by Jennifer Webster. Motion carried unanimously.
 2. **GTECH Blanket Purchase Order Increase**
David Emerson, Gaming Slots Director

Chad Fuss explained Dave was unavailable for today's meeting; this PO increase is due to the lease games the casino currently offers being more popular than expected and thus making their monthly payouts on them more; the increase is the difference between original PO of \$150,000 to \$210,000.00.

Motion by Wesley Martin, Jr. to approve the Blanket Purchase Order Increase with GTECH for leased slot machine payouts up to the amount of \$210,000.00. Seconded by Patrick Stensloff. Motion carried unanimously.

3. Triad Construction Change Order #2
Paul Witek, Project Manager, Engineering

Paul Witek was present to discuss this change order; construction work is mostly completed the items included here are all requirements; they are awaiting the fire alarm review before a grand opening can be planned; possibly next month; there will be a few odds and ends to close project and a third change order will be forthcoming.

Motion by Chad Fuss to approve Change Order #2 in the amount of \$48,855.06 with Triad Construction for services on the SEOTS Building Project. Seconded by Wesley Martin, Jr. Motion carried unanimously.

4. Triad Construction – Payment #4
Paul Witek, Project Manager, Engineering

This is a progress payment through the bond funds; there are some remaining items before project closeout but expect to see a savings from total budgeted for this project; it was noted that Triad has been very professional; they are not a preference vendor but did work to employ tribal members in sub-contracted work.

Motion by Wesley Martin, Jr. to approve Payment #4 in the amount of \$78,004.64 to Triad Construction for services on the SEOTS Building Project. Seconded by Patrick Stensloff. Motion carried unanimously.

5. ADD ON: Gem Edwards – insulin pumps
Sandra Schuyler, OCHC

Funding comes from grants; brought here as it is a sole source over \$50,000; it is for purchase of supplies and materials so purchase order is correct process rather than standard contract, this particular grant year begins in April and does not coincide with tribe's fiscal year so that is why it is being brought forward now.

Motion by Jennifer Webster to approve the Add On sole source request for Gem Edwards for pharmacy supplies in the amount of \$71,000.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

B. External Donation Requests:

1. ADD ON: Soaring Eagle Boxing Club
Requestor: Daniel Guzman

The requestor was not present but the committee discussed the merits of the request, history of the club, and volunteer efforts of community members over the years to keep club going; it was mentioned this request was also brought before the CDPC to possibly find a space in one of the vacant tribal buildings and they were also asked to come to this body for monetary support. A printout of what is currently remaining and or allocated from the Finance Committee donation line indicates there is just under \$3,000.00 remaining; which is what is being requested.

Motion by Jennifer Webster to approve from the Finance Committee donation line the ADD ON donation request from Soaring Eagle Boxing Club in the amount of \$2,994.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

NOTE: With this approval the Finance Committee donation line is now depleted for fiscal year 2015 and any future requests will be sent a notice indicating this.

VII. Executive Session: No items submitted

VIII. Community Fund:

1. Track and Field Summer Camp fees

Motion by Jennifer Webster to approve from the Community Fund the Track and Field Summer Camp fees for daughter of requestor in the amount of \$427.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

2. Menominee Golf Outing Team fees

There was extensive discussion on this request and the Community Fund criteria of Self-Development; it was noted that proceeds of this event would go toward community programs in Menominee and perhaps a request from the Vets group to the FC donation line would be better served; there was also the question of activities associated with this event and if in fact it would open up to all the many golf events throughout the season; it was the consensus of the committee members that the SOP's of the Community Fund need to be better defined and intention of self-development has not been demonstrated.

Motion by Jennifer Webster to deny this request for team fees for the Oneida team participating in the Menominee Golf Outing as it does not fit into the criteria of self-development as understood by the Finance Committee. Seconded by Chad Fuss. Motion carried unanimously.

3. UWGB Art Camp fees

Motion by Jennifer Webster to approve from the Community Fund the UWGB Art Camp fees for daughter of requestor in the amount of \$500.00. Seconded by Chad Fuss. Motion carried unanimously.

4. WPGA Junior Golf player registration fees

Motion by Jennifer Webster to approve from the Community Fund the golf registration fees for the son of the requestor in the amount of \$365.00. Seconded by Patrick Stensloff. Motion carried unanimously.

5. Synergy Fields Youth Football Academy

Motion by Chad Fuss to approve from the Community Fund the Synergy Fields Youth Football Academy fee for son of requestor in the amount of \$269.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

6. Oneida Youth & Elder Fishing Day

Motion by Jennifer Webster to approve from the Community Fund 14 Cases of Coca-Cola product for use at the Oneida Youth and Elder Fishing Day event. Seconded by Chad Fuss. Motion carried unanimously.

7. Seymour High School Student – Band Trip fees

Motion by Jennifer Webster to approve from the Community Fund the Seymour High School band trip fees for the son of the requestor in the amount of \$200.00. Seconded by Patrick Stensloff. Motion carried unanimously.

8. Oneida Community Lacrosse

Motion by Jennifer Webster to approve from the Community Fund this request for \$1,500.00 for the Oneida Community Lacrosse tournament fees and the following request of 25 Cases of Coca-Cola products for their planned fundraisers. Seconded by Patrick Stensloff. Motion carried unanimously.

9. Oneida Community Lacrosse

- SEE FC #8 approving product

10. National Health Conference fees

The committee discussed this item in terms of what is understood to be self-development, which does exclude personal issues that would be better served between an individual and their health care provider as far as information regarding a medical condition. As there seems to be more and more requests that are in a grey area the committee noted that until the SOP's can be clarified requests such as these will have to be denied until they are able to update the SOP's.

Motion by Patrick Stensloff to deny this request until such a time as the Finance Committee can meet to further clarify the criteria, funding categories, and SOP's of the Community Fund. Seconded by Chad Fuss. Motion carried unanimously.

11. Spiritual Weekend registration fees (JM)

Motion by Wesley Martin, Jr. to approve from the Community Fund the spiritual weekend registration fees in the corrected amount of \$299.70. Seconded by Chad Fuss. Motion carried unanimously.

12. Spiritual Weekend registration fees (SB)

Motion by Wesley Martin, Jr. to approve from the Community Fund the spiritual weekend registration fees in the corrected amount of \$299.70. Seconded by Chad Fuss. Motion carried unanimously.

13. Oneida Ladies VFW Aux. Taco fundraiser

Motion by Jennifer Webster to approve from the Community Fund Six Cases of Coca-Cola product for the Oneida Ladies VFW Auxiliary Taco and Rummage fundraiser. Seconded by Patrick Stensloff. Motion carried unanimously.

14. Pulaski Summer School classes (AH)

Motion by Chad Fuss to approve from the Community Fund the fees for summer classes for child of requestor in the amount of \$254.00. Seconded by Patrick Stensloff. Motion carried unanimously.

15. Pulaski Summer School classes (RH)

Motion by Chad Fuss to approve from the Community Fund the fees for summer classes for child of requestor in the amount of \$244.00. Seconded by Patrick Stensloff. Motion carried unanimously.

16. YMCA Camp Wabansi fees

Motion by Wesley Martin, Jr. to approve from the Community Fund the YMCA Camp Wabansi fees for the son of the requestor in the amount of \$190.00. Seconded by Chad Fuss. Motion carried unanimously.

17. Oneida Falling Leaves 4-H Club Fundraisers

Motion by Jennifer Webster to approve from the Community Fund 25 Cases of Coca-Cola product for the Oneida Falling Leaves 4-H Club fundraisers. Seconded by Wesley Martin, Jr. Motion carried unanimously.

18. UW-O Volleyball Camp fees (KC)

Motion by Chad Fuss to approve from the Community Fund this and the following request for a total of \$450.00 for UW-O Volleyball Camp fees for the two girls of the requestor. Seconded by Jennifer Webster. Motion carried unanimously.

19. UW-O Volleyball Camp fees (LC)

Motion by Chad Fuss to approve from the Community Fund this and the previous request for a total of \$450.00 for UW-O Volleyball Camp fees for the two girls of the requestor. Seconded by Jennifer Webster. Motion carried unanimously.

20. Oneida Nation H.S. -4 day Athletic Camp

The committee members discussed with the requestor her request; she explained this is a camp for the ONHS girls "lady t-hawks"; about 25 girls; camp is designed to be onsite at the Radisson for girls to bond as they learn and practice their techniques; they also have another clinic for all other younger girls; they do other fundraising and coaches are all volunteer; the committee expressed concern with ONHS included on the materials provided as all tribal programs are excluded from receiving CF funding; requestor agrees to remove all reference to the high school.

Motion by Chad Fuss to approve from the Community Fund the request for \$1,500.00 for the 4-day girls' athletic camp with the understanding all references to the High School are removed from the flyers and other information out to the public. Seconded by Jennifer Webster. Motion carried unanimously.

21. Oneida Nation H.S. -4 day Athletic Camp

Motion by Chad Fuss to approve from the Community Fund Six Cases of Coca-Cola product to be used at the 4-day girls' athletic camp with the understanding the requestor will remove all references to the High School. Seconded by Jennifer Webster. Motion carried unanimously.

22. IPAD for special needs child

Motion by Chad Fuss to approve from the Community Fund the IPAD purchase in the amount of \$500.00 contingent upon a corrected request form is received from the parent of the child. Seconded by Wesley Martin, Jr. Motion carried unanimously.

23. Woodland Indian Art Show fees

Motion by Jennifer Webster to approve from the Community Fund the Woodland Indian Art Show (fees only) in the amount of \$200.00. Seconded by Chad Fuss. Motion carried unanimously.

24. Green Bay Elite Cheer fees

Motion by Jennifer Webster to approve from the Community Fund the Green Bay Elite Cheer fees for the daughter of the requestor in the amount of \$500.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

IX. Follow Up: None**X. FYI and /or Thank You:****1. Thank You: Wisconsin Indian Education Association**

Recipient: Brian Jackson, WIEA President

Motion by Chad Fuss to accept the thank you letter from the Wisconsin Indian Education Association. Seconded by Patrick Stensloff. Motion carried unanimously.

2. Thank You: Service League of Green Bay (Big Blue Bash)

Recipient: Crystal Coles, SLGB

Motion by Chad Fuss to accept the thank you letter from the Service League of Green Bay for their Big Blue Bash event. Seconded by Patrick Stensloff. Motion carried unanimously.

3. Thank You: National Indian Child Welfare Association

Recipient: Dr. Sarah Kastelic, Executive Director

Motion by Wesley Martin, Jr. to accept the thank you letter from the National Indian Child Welfare Association. Seconded by Chad Fuss. Motion carried unanimously.

4. FYI: Bally (2) Alpha Pro 2 Upright Wheel Spinner

David Emerson, Gaming Slots Director

Motion by Wesley Martin, Jr. to accept as FYI the Bally (2) Alpha Pro 2 Upright Wheel Spinner lease agreement. Seconded by Jennifer Webster. Motion carried unanimously.

XI. Adjourn: Motion by Chad Fuss to adjourn. Seconded by Patrick Stensloff. Motion carried unanimously. Meeting ended at 11:20 A.M. The next Finance Committee meeting is scheduled for Monday, May 18, 2015 at 10:00 A.M. in the BC-Executive Conference Room.

Minutes taken and transcribed by:

Denise Vigue, Executive Assistant in Finance
& Finance Committee Recording Secretary

Finance Committee E-Poll Minutes Approval Date: May 5, 2015

Oneida Business Committee FC Minutes Approval Date: _____

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 5 / 13 / 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:

Other - type reason

Agenda Header (choose one): Report

Agenda item title (see instructions):

CDPC Meeting Minutes

Action requested (choose one)

Information only

Action - please describe:

Approve CDPC Meeting Minutes of March, held on 3/5/15

3. Justification

Why BC action is required (see instructions):

OBC approves all CDPC Meeting Minutes

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. CDPC Minutes 3/5/15

3.

2.

4.

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Melinda J. Danforth, Tribal Vice Chairwoman

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

Community Development
Planning Committee



Meeting
9am – 12pm Thursday, March 5, 2015
Business Committee Conference Room

I. Call to Order and Roll Call

<u> </u> P <u> </u> Melinda J. Danforth, CDPC Chair	<u> </u> P <u> </u> Lisa Summers, OBC Secretary
<u> </u> P <u> </u> Tehassi Hill, CDPC Vice Chair	<u> </u> P <u> </u> Fawn Billie, Councilwoman
<u> </u> A <u> </u> Jennifer Webster, Councilwoman	(P- present, A- Absent)

II. Others in Attendance: Michele Doxtator, Dan Habeck, Dale Wheelock, Anita Barber, Sheila Huff, Joanie Buckley, Melissa Nuthals, Jeff Metoxen, Troy Parr, Paul Witek, Gene Schubert, Laura Manthe, Jeff Witte, Leanne Doxtator, Mike Finn, Stacey Danforth, and Jessica Wallenfang.

III. Approve the agenda

Motion by Tehassi Hill to approve the agenda, seconded by Fawn Billie.

Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Melinda Danforth and Lisa Summers

IV. Minutes to be approved: February 5, 2015 (handout)

Motion by Tehassi Hill to approve the meeting notes of February 5, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Melinda Danforth and Lisa Summers

V. Follow-ups/Directives

VI. New Business

1. FY 2015 HUD Indian Housing Block grant (handout)– Dale Wheelock
2. FY 2016 Indian Housing Plan (handout) – Dale Wheelock
 - A. April 10, 2015 10am to 12pm – Indian Housing Plan meeting with the Oneida Business Committee (TDHE)
 - B. April 15 & 16 TDHE Training – Dale will work with April Skenandore to schedule it at BCCR & invite other participants from CDPC meetings.

Motion by Lisa Summers to approve the Housing updates, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Melinda Danforth and Lisa Summers

VII. Reports

1. Branding Initiative – Nate King (unavailable)

Motion by Lisa Summers to defer to the next meeting, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Melinda Danforth and Lisa Summers

2. College of Menominee Nation (CMN) in Oneida – Troy Parr
 - A. 6 or 7 years ago when Norbert Hill worked for CMN he approached Oneida to work together to build a new building. The desire to take on additional debt and lease wasn't supported. Joanie was approached by them about 2 years ago because they were outgrowing their space. This is no longer an active project.

Motion by toTehassi to delete from the active list of projects, seconded by Lisa. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Melinda Danforth and Lisa Summers

3. Safety Study (transportation) of Site I – Troy Parr
 - A. This arose from a resident in Site I that was frustrated when the construction was happening. They filed a complaint at OTJS, however, nothing became of it. There has been a safety study since – the WIDOT did a reservation safety audit. Additionally, transportation planning is doing another safety audit to include a focus on Site I. Transportation planning is doing a roads replacement in Site I (BIA – TTP funds).
 - B. Site II – Beechtree Road will be extended to County H and walking paths will be constructed.

Motion by Fawn Billie to accept the report, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Melinda Danforth and Lisa Summers

4. Fishery Project, Oneida Lake (handout provided) – Gene Schubert
 - A. Initial work is complete.
 - B. Saturday, May 16th is the grand opening – partnering with JMIO. Also 30 year anniversary of ERB, will be a celebration.
 - C. Phase II is dependent on the Natural Resource Damage Assessment settlement.
 - D. Recommendation to consider charging for maintenance to offset costs.

Motion by to Fawn Billie to accept the update, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Melinda Danforth and Lisa Summers

5. Live, Sustain, Grow Project - Gene Schubert
 - A. Plan done by EH&S. Started in 2008 as Environmental's input to support the Comprehensive. Plan. It's an integrated resource management plan to cover parks, wetlands, agriculture, food systems, etc. It's an internal document that is used to guide improving natural resources in alignment with the Comp. Plan. It's more in-depth than the Comp Plan. Updated every 5 years.
 - B. How are we looking at the woodlands? Dan Brooks is working with Pat Pelky on that. Gene will follow-up with Pat & get back to us.
 - C. Are we looking at our jurisdiction, such as treatment as a sovereign, when these plans are being executed? No, it's more general. Pat will have more information. Suggest Pat to work with CDPC on treatment as a sovereign.
 - D. Gene will send copies to Jessica

Motion by Tehassi Hill to accept the update, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Melinda Danforth and Lisa Summers

6. Retail Food Business Plan (handouts) – Michele Doxtator
 - A. A business plan was presented as a FYI for CDPC. Would like input on the business plan in the next week so the plan can get finalized.
 - B. Looking at improving their role in the community in convenience – food is what has been asked for over & over. Also to look at other profitability opportunities within Retail.
 - C. Concern about healthy food options. Cold food options are healthier, which include salads.
 - D. Michele will send a word document for the BC to mark-up.
 - E. CDPC to send feedback to Michele by March 19th.

Motion to accept introduction of project by Lisa Summers, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Melinda Danforth and Lisa Summers

VIII. Purpose of CDPC

Question: Do we need to prioritize if projects are already being prioritized by budget process?

- A. The original intent for CDPC to work with BC to plan Oneida.
- B. Brian Doxtator gave an update on the value-based budget process. Communication of the priorities is the responsibility of Nate King. Brian shared that each area will need to inventory- includes all projects, programs, & services; HRD; Accounting, etc. Sr. managers will need to adopt the priorities. Allocate resources in accordance with the priorities chosen.
- C. As a result of the budgeting process requiring an inventory of projects & programs, it was determined at this time to not use the prioritization matrix for CDPC projects. CDPC will have a work meeting prior to the next meeting to determine next steps.

Roundtable dialogue: What is the value of these meetings to you? Should we continue?

1. I like the conversations about projects coming up, determining what resources are needed, and getting political support by educating the OBC.
2. Like the synthesized documents rather than weeding through notes. Is this just another place to get money? The projects aren't always meeting the criteria of CDPC, such as the Community Food Program. Need consistency with leadership. Worried about the stop & go.
3. Prioritization is key to Planning's needs. Planning can recommend potential projects. The development area needs more input on the conceptual area. It's good to hear the challenges, such as manpower, to manage these projects.
4. This group provides dialogue around upcoming projects. Prioritization is very important.
5. Like the roundtable and communicating with everyone at the table.

6. Like the fact that I have been asked to be here for open communications. It's good to hear projects going on so they are not duplicated and we can understand where we can use our resources wisely.
7. Good with the agenda & not getting bogged down with projects. Like the communication so far.
8. Relaxing & informal way to present, appreciative.
9. CDPC has helped retail. In the past we've operated in a vacuum and in this forum, we can hear what the community wants.
10. The community development planning – about what community wants. We need to continue to get community involvement, government involvement. We get people where we need them by providing food or getting them mad. We need more staff – Engineering especially. We need resources – money. There is a need for the committee – want BC input & feedback.
11. Great way to bounce ideas off of each other, make adjustments to projects, instrumental when DOT came around to be a voice for community members not just vehicles. If no CDPC, would have to bring issues to BC.
12. Forum for discussion of concepts & projects. If a proposal goes to the BC, they will have more educated decisions.
13. Prioritization & align projects with 4 strategic directions, focus on community needs, organization needs. Would like to bring the financial core team together with the CDPC to collaborate on resources.
14. Role of BC to be a conduit. Be our own best advocates for each other. BC can help divert negativity if we are educated. The more there is a collaborative effort together, makes us stronger. We may not agree and that's ok because we learn how to work through disagreements & compromise. We don't want CDPC to be an authoritative body. This is a place to vet out concerns, address issues that come up. BC can provide the information and guidance because we are cognoscente of what is happening politically.
15. I like the open communication, understand other projects, leverage our assets. Efficient use of resources – remember why we are here.
16. Commitment is needed to provide more resources – more staff, more money. We are good planners, but not at executing due to lack of resources – tribal contribution.
17. We can help contribute to each other's projects. Get the community excited.

We will have our next CDPC meeting after April 10th , which is the Housing planning meeting.

Motion by Lisa to have a work meeting & review the charter before April 5th , seconded by Fawn. Motion carried unanimously.

Ayes: Fawn Billie, Tehassi Hill, Melinda Danforth and Lisa Summers.

II. Additions – deferred until further notice

1. CDPC Projects Matrix Review (handout)
2. Four Strategic Directions (handout)
3. Prioritization Matrix (handout)

III. Recess/Adjourn

Motion by Tehassi to adjourn at 11:32am, seconded by Fawn. Motion carried unanimously.

Ayes: Fawn Billie, Tehassi Hill, Melinda Danforth and Lisa Summers.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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:

- 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

**Quality of Life Meeting Minutes
9am-12pm Thursday April 9th, 2015
ECR**



Minutes

Present: Fawn Billie, Jenny Webster, Trish King, Fawn Cottrell, Tina Jacobsen, Joyce Intern, Danelle Wilson, Jackie Smith,

1. Approve Agenda

Approved at 9:07am

2. Meeting Notes-Change to Meeting Minutes & add motions

- a. February 6, 2015 Meeting-Motion by Jenny Webster to approve minutes and change notes to minutes in header, Trish King seconded
- b. March 12, 2015 meeting

3. Current Items

- a. Draft charter update/Review
 - i. Charter reviewed by law office. Review attached.-Strike out GM, Responsibilities section is missing what actions Quality of Life can take-Policy change & resolutions.

Motion by Jenny Webster to approve charter with changes agreed on during meeting. Approved by Trish King
- b. Wellness Council update- Tina Jacobsen
 - i. Roles & Responsibilities Memo-
 - ii. Wellness Policy-The latest draft from the LRO on 3/31/15. Wellness Council will review draft at next meeting on 4/16/15. Trish King motion

to defer back to the WC for further clarification on legal review comments and bring back to next Quality of Life meeting. Seconded by Jenny Webster

Trish King motion for Tina Jacobsen to provide a templates and example of logic models and progress report for the next Quality of Life meeting. Seconded by Jenny Webster.

c. Possible Meeting Date/Time change

- i. Scheduled at the same time as Joint Marketing

Motion by Trish King to move Quality of Life meeting time to 8-10 am.

Seconded by Jenny Webster

4. Additions

5. Adjourn

Motion to adjourn at 10:05 AM. Seconded by Jenny Webster

Upcoming Meetings:

Wellness Council Thursday April 16th 3:30-4:30pm @Health Ctr Main Conf Room



Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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 legal analysis for resolution 2 of the petition, regarding Fee to Trust.

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:

Please see attached.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary 

Date: May 7, 2015

Re: Petitioner Madelyn Genskow: Request Special GTC meeting to address 6 resolutions

Background

The above referenced petition was submitted to the Tribal Secretary's Office on February 10, 2015, and verified by the Enrollment Department. The petition was submitted to the Oneida Business Committee (OBC) agenda and accepted at the February 25, 2015, meeting. The Legislative, Legal and Financial analyses were requested in 60 days (April 26, 2015).

Status

<i>Analysis</i>	<i>Status</i>	<i>Date Accepted by the OBC</i>
Legislative	Complete	April 22, 2015 (resolutions 1-6)
Legal	Due June 21, 2015	
Financial	Due June 21, 2015	

The legal analysis for resolution 2, regarding Fee to Trust, has been submitted and requires acceptance by OBC.

The remaining legal and financial analyses are in process and are due on June 21, 2015, per the last OBC action.

Requested OBC Action

1. Accept the legal analysis for resolution 2 of the petition, regarding Fee to Trust.

JO ANNE HOUSE, PHD
 CHIEF COUNSEL
 JAMES R. BITTORF
 DEPUTY CHIEF COUNSEL
 REBECCA M. WEBSTER, PHD
 SENIOR STAFF ATTORNEY

ONEIDA LAW OFFICE


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PATRICIA M. STEVENS GARVEY
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MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel 

DATE: April 30, 2015

SUBJECT: Genskow – Petition – Fee-to-trust Resolution

You have requested a legal review regarding a petition submitted by Madelyn Genskow. The petition contains six resolutions. The legal opinion will review only the resolution identified above. The Enrollment Department has verified a sufficient number of signatures on the petition.

The resolution contains six Whereas sections.

- “the Village of Hobart brags that there were a total of 13 Litigations between Hobart and the Oneida Tribe between 2008 and 2013 and that Hobart won 11 and Oneida only two”
- “Hobart claimed the Oneida Tribe of Wisconsin entered into a Consortium with Tribe Shakopee, Mille Lacs and Ho Chunk with each tribe paying \$215,000 to the Regional BIA office to hire staff to fast track, fee to trust land applications”
- “There is no indication the Oneida Tribal attorneys warned the Oneida Business Committee to so may lead to an appearance of bias for the BIA to receive money from the tribe”
- “There is a Government Court call the ‘Interior Board of Indian Appeals’ that the Village of Hobart appealed to, claiming an appearance of bias on the part of the Regional BIA office who have received money from the tribes”
- “The Court called the “Interior Board of Indian Appeals” ruled (The applications from the Tribe were incomplete) and sent cases back to the BIA and to the Oneida Tribe”
- “In getting land into trust is very exact”

Whereas sections are intended to provide legislative history and background regarding why the resolution is brought forward. Whereas sections are not enforceable.

The resolution contains six Resolve sections.

- “the Land Department must hire a certified Land Surveyor to survey all land that will be purchased prior to the land purchase. The Surveyor shall be an employee of the Oneida Tribe”
- “All land descriptions must be read and certified by a licensed attorney who is an employee of the Oneida Tribe”
- “When fee to trust application fail because of bad advice given to the Oneida Business Committee or the Land Department by Oneida Tribal Attorney, the attorney’s employment with the Oneida Tribe must be terminated”
- “That fee to trust applications that fail due to the Oneida Tribal Attorney failing to read the land descriptions, the Attorney must be terminated”
- “When the Oneida Tribe hires a Land Surveyor as an employee, if the Fee to trust application fails due to the survey not being accurate, the surveyors employment shall be terminated”

- “This Resolutions as it applies to the Attorneys is retroactive and the Oneida Business Committee must see this process through”

To draft this opinion, I have reviewed prior actions of the General Tribal Council, ... Tribal policies and procedures, and various other resources. This opinion is broken into sections to address the following issues raised in the resolution – litigation summaries and fee-to-trust process.

Hobart Litigation Summaries

The following summaries are regarding cases in which the Village of Hobart is either the plaintiff or defendant. The outcome favored the Tribe in five of the six cases. The cases are described more fully below.

- Railroad right of way - the Village had no interest in the railroad right of way and could not bring suit to determine the status of the land.
- 911 dispatching - the County could arrange dispatching through its systems as it determined was appropriate.
- Stormwater charges - the Village could not tax trust land.
- Restrictive covenants - the Tribe was not successful in clearing restrictions in the deed however we were able to purchase the land at a substantial discount in the bankruptcy proceedings.
- Fee-to-Trust appeals - the Interior Board of Indian Appeals has returned several fee-to-trust appeals to the Bureau of Indian Affairs directing the Bureau to address fully consider missing issues in regards to their decision and to address an allegation of bias; the decision was clear that there were no errors in the applications submitted and there was no question regarding the ability to take land into trust on behalf of the Tribe.
- Condemnation and special assessments - the Tribe was not successful in prohibiting the Village of Hobart from condemning or levying special assessments on fee land.

Condemnation and Special Assessments

Hobart v. Danforth et al. Brown County Circuit Court Case No. 03-CV-75
Oneida Tribe v. Hobart, 542 F.Supp.2d 908 (E.D. Wis. 2008)

In 2003, Hobart filed a lawsuit in the circuit court for Brown County against former Chairwoman Christine Danforth, former Division of Land Management Director Christine Doxtator, and former Division of Land Management Attorney Loretta Webster seeking a declaration that tribal fee land is subject to Hobart’s condemnation authority. Hobart claimed that these tribal officials acted outside the scope of their authority by denying that tribal fee land is subject to state condemnation procedures. The Tribe argued that the tribal officials were immune from suit, and that the state court lacked jurisdiction over the controversy. In 2006, the Tribe filed a lawsuit in federal court, Tribe v. Hobart, to resolve the issues raised in this state court case that Hobart filed. Hobart filed a counterclaim seeking a declaration that tribal fee land is subject to Hobart’s condemnation authority and special assessments. In 2008 the Court ruled in favor of Hobart and determined that Hobart may condemn and levy special assessments against previously allotted fee land owned by the Tribe, unless and until the land is placed into trust. The ruling is limited to these two issues, and the court otherwise agreed with the Tribe’s position that all land within the Reservation is “Indian country”, as that term is defined under federal law, and that this status

places limits on Hobart's jurisdiction. Also in 2008, the Brown County Court dismissed the state case, Hobart v. Danforth et al. due to resolution of the issues in the federal court decision in Tribe v. Hobart.

Railroad Right of Way

Hobart v. Tribe and Wisconsin Central, Ltd. Brown County Circuit Court Case No. 06-CV-480, aff'd, 303 Wis.2d 761, 736 N.W.2d 896 (Wis. App. 2007)

In 2006, Hobart filed action in the circuit court for Brown County seeking a declaration of its "interests" in the former railroad right-of-way running through the Oneida Reservation. The Tribe maintained that the former railroad right-of-way is restricted treaty land, i.e. the land was reserved for the use and occupancy of the Tribe by the 1838 Treaty with the Oneida, and was not thereafter allotted. Hobart contended that it had an interest in the land because if the court determines that the land is owned in fee by the Tribe, Hobart would possess the right to tax, condemn, and zone the land. The circuit court dismissed Hobart's lawsuit on the grounds that Hobart does not possess an interest in the land. Hobart filed an appeal of the circuit court's decision. In 2007, the Wisconsin Court of Appeals affirmed the circuit court's decision dismissing Hobart's lawsuit.

911 Dispatch

Hobart v. Tribe and Brown County Brown County Circuit Court Case No. 08-CV-1313, aff'd 336 Wis.2d 474, 801 N.W.2d 348 (Wis. App. 2011)

In 2008, Hobart filed an action in the circuit court for Brown County against Brown County and the Tribe concerning the ability of Brown County to dispatch 911 calls to Oneida police officers without Hobart's consent. Hobart claims it has the authority to decide how law enforcement services are provided in Hobart. Hobart also claims the provision of the Service Agreement between the Tribe and Brown County concerning Brown County's dispatch of 911 calls originating from "downtown Oneida" to Oneida police officers should be found void. The court dismissed the Tribe as a party based on sovereign immunity grounds and awarded the Tribe statutory attorney's fees. The court later granted summary judgment in favor of the County. Hobart asked the court to reconsider its decision, claiming the Tribe was not a public agency under state law eligible to receive 911 calls. The court denied Hobart's motion for reconsideration. Hobart appealed to the Wisconsin Court of Appeals. The Wisconsin Court of Appeals affirmed the Circuit Court's decision. Hobart asked the Wisconsin Supreme Court to review the decision. The Supreme Court denied Hobart's request.

Restrictive Covenants

Hobart v. TCGC, LLC, Baylake Bank and Oneida Tribe, 08-MC-59 (E. Dis. Wis. 2008)

In 2008, TCGC, the owner of a golf course and a debtor bankruptcy proceedings, agreed with its secured creditor and the Tribe that the Tribe would purchase the golf course under the bankruptcy plan. Prior to the bankruptcy proceedings, Hobart was an owner of the property and placed a set of restrictive covenants that required Hobart's approval of a transfer in the event a proposed transfer would cause: 1) the removal of the property from the tax rolls, 2) diminishment of the tax value, or 3) the removal of the property from Hobart's zoning authority and zoning jurisdiction. The Tribe asked the court to invalidate these restrictive covenants on the grounds they were inconsistent with federal law. The court rejected the Tribe's arguments. In order to remove any grounds for Hobart to object to the transfer, the Tribe passed a resolution and signed

an acknowledgment to be bound by Hobart's zoning authority and zoning jurisdiction for that property. Despite the Tribe's efforts, Hobart objected to the transfer. The bankruptcy court denied Hobart's objection. Hobart appealed to the Eastern District of Wisconsin. The court, denied Hobart's appeal. The Tribe purchased the property shortly thereafter.

Stormwater Charges on Trust Land

Tribe v. Hobart 891 F.Supp.2d 1058 (E.D. Wis. 2012); *aff'd* 732 F.3d 837, (7th Cir. 2013)
In 2010, the Tribe initiated its first lawsuit against Hobart, asking the court to declare that Hobart does not have the authority to impose storm water charges against the Tribe's trust property. The Tribe's complaint set forth three claims for relief: 1) Hobart's storm water charges are a tax on trust land, and federal law provides that trust land is not subject to taxation; 2) even if the charge is deemed to be a fee, the charges are still impermissible because the Tribe's trust land is subject to comprehensive federal regulations and Hobart's storm water charges interfere with those federal regulations; and 3) the Tribe has the inherent right to self-government and Hobart's storm water charges interfere with the Tribe's right to self-government. In response to the Tribe's lawsuit, Hobart filed a third-party complaint against the United States. The Tribe moved for Summary Judgment on its first two claims for relief and the United States moved for dismissal of the third-party complaint. In 2012, the court ruled that the charges are taxes and are precluded by federal law. Hobart appealed. In 2013, the 7th Circuit Court of Appeals upheld the decision. Hobart appealed the decision to the United States Supreme Court. The Supreme Court denied cert.

Fee-to-trust Appeals

Hobart v. Midwest Regional Director, Bureau of Indian Affairs, 57 IBIA 4 (2013)
In 2010 and 2011, Hobart filed a total of five consolidated appeals with the Interior Board of Indian Appeals (IBIA), appealing several Notices of Decision (NODs) to accept a total of approximately 578 acres of land located in Hobart into trust for the Tribe. In its appeals, Hobart suggested the Tribe and its members were not under federal jurisdiction in 1934 and are not under federal jurisdiction today because the Oneida Reservation did not exist in 1934 and does not exist today. As a result, Hobart asserted the Secretary of the Interior never had the authority to take land into trust for the Tribe under federal law. Hobart also asserted a wide array of general legal challenges to the fee-to-trust process, many of which have already been addressed and rejected by the courts. The IBIA issued a decision determining that the Tribe was under federal jurisdiction in 1934 and the Secretary therefore had the authority to take land into trust for the Tribe. The IBIA also affirmed the BIA's assessment of the Tribe's need for land, the Tribe's use for the land, and the BIA's ability to handle additional responsibilities. However, the IBIA remanded the case back to the BIA for further consideration of the loss of tax revenue, jurisdictional and land use conflicts, environmental concerns, and potential bias in the fee-to-trust consortium. More specific discussion of these cases is set forth in the following section.

Fee-to-Trust Process

General

When the Tribe buys land on the open market, the Tribe purchases the land in "fee." This means the land is taxable and the Tribe holds the title to the land. When the federal government takes land into "trust" status, the Tribe gives ownership of the land to the United States. The land is no

longer taxable and the United States holds the title to the land in trust for the Tribe. The Bureau of Indian Affairs utilizes the *Acquisition of Title to Land Held in Fee or Restricted Fee Status*, or the “Fee-to-Trust Handbook”. This manual is located on the Bureau of Indian Affairs website. In addition, the Division of Land Management has an approved Standard Operating Procedure which defines the fee-to-trust process, *Fee-to-Trust Process*, SOP # 67.3.3.1.

The Fee-to-Trust Handbook requires two sets of documents or information to be submitted with a fee-to-trust application. *PP 8-12*. This may be in the form of a single written correspondence, or multiple documents. The first set of information must include the following.

- A request for approval of a trust acquisition
- Identification of the applicant
- Legal land descriptions
- Need for the property – economic development, self-determination, Indian housing
- Use of the property
- Deed or other document verifying ownership
- Name of the Tribe as it appears in the Federal Register
- Statutory authority for taking land into trust

The second set of information is as follows.

- Map depicting the boundaries
- Commitment or binder of title insurance
- Legal Description Review
- Warranty deed

All fee-to-trust applications contain an Oneida Business Committee resolution authorizing the land to be transferred into trust status, a warranty deed prepared for the Secretary of the Interior’s signature, a title commitment, maps/surveys of the property, the statutory authority to take the land into trust, the reason the Tribe is requesting to have the land taken into trust, the historical and proposed use of the land, tax information relating to the impact of removing the property from the tax rolls, identification of jurisdictional problems which may arise from the trust acquisition and proposed resolutions to any conflicts, identification of the additional responsibilities the BIA will incur as a result of the acquisition, and background environmental data. The applications also contain a socio-economic report the Tribe compiles detailing demographic, housing, and economic focusing on tribal members on the Reservation.

The Tribe also sends out a consultation letter to the municipality, county and state government in which the property is located. This letter provides the location of the property and the current use of the property. The letter also asks the governments to send information directly to the BIA with a copy to the Tribe pertaining to annual property taxes levied, impact resulting from removal of the property from the tax rolls, any special assessments levied against the property, any government services provided by the municipal, county or state government, and any potential land use conflicts which may arise. The letter asks the governments to provide this information to the BIA with a copy to the Tribe within 30 days.

The Secretary (or the Regional Director acting as the Secretary’s designee) considers the information provided in the Tribe’s fee-to-trust application and the information and comments

provided by the municipality, the county and the state. The Secretary also considers any concerns noted on the title commitment or surveys.

The Secretary must also comply with the requirements of the National Environmental Protection Act in making a determination to accept land into trust. The level of analysis required is generally dependent on whether the land acquisition could significantly affect the environment. The levels of analysis include a categorical exclusion determination, an environmental assessment, and/or an environmental impact statement. The Secretary will not accept any property in trust if there are environmental concerns associated with the acquisition.

After all comments have been received and reviewed, after all title and survey issues have been addressed, and after the Secretary determines there are no environmental concerns associated with the trust acquisition, the Secretary is in a position to issue a decision on whether to take the land into trust.

If the Secretary decides to take the land into trust, and once the time line for an appeal has run or if the Secretary's determination to take land into trust is upheld on appeal, the Secretary signs the warranty deed and the property is placed into trust.

Service Agreements

A service agreement sets forth the government-to-government relationship between the Tribe and a local government. The Tribe began entering into service agreements many years ago as a way of creating partnerships and more efficiently and effectively using resources and identifying responsibilities of each government. The current service agreements are recognized in the Tribe-State Gaming Compact. The Tribe negotiated to keep \$1.5 million in Tribe-State Gaming Compact fees local. In other words, the service agreements allow the Tribe to pay fees directly to affected local governments that would have gone to the state.

Seven local governments are located either partially or entirely within the Oneida Reservation boundaries. These governments are: Outagamie County, Brown County, Town of Oneida, Town of Pittsfield, Village of Hobart, City of Green Bay, and Village of Ashwaubenon. The Tribe has intergovernmental agreements with all of these governments except the Village of Hobart and the Town of Pittsfield. All of these agreements contain assurances from the local governments that they will not object when the Tribe submits fee-to-trust applications as long as the Tribe meets certain requirements, such as owning the land for a period of three years before applying to have it taken into trust status. For example, the following is an excerpt from the Service Agreement between the Tribe and the Village of Ashwaubenon:

The Village will not oppose the Tribe's applications to place Tribal Fee Land located on the Oneida Reservation into trust during the term of this Agreement if the Tribal Fee Land meets either of the following criteria: 1) the Tribe has held fee title to the land for a period of three (3) years or more prior to the date of the application; or 2) prior to the Tribe's acquisition, a tax exempt entity held title to the property for a period of five (5) years or more. If a parcel of land does not meet either of the above-listed criteria, the Village may comment on or object to an application to place the parcel in trust as provided for in 25 C.F.R. Part 151.

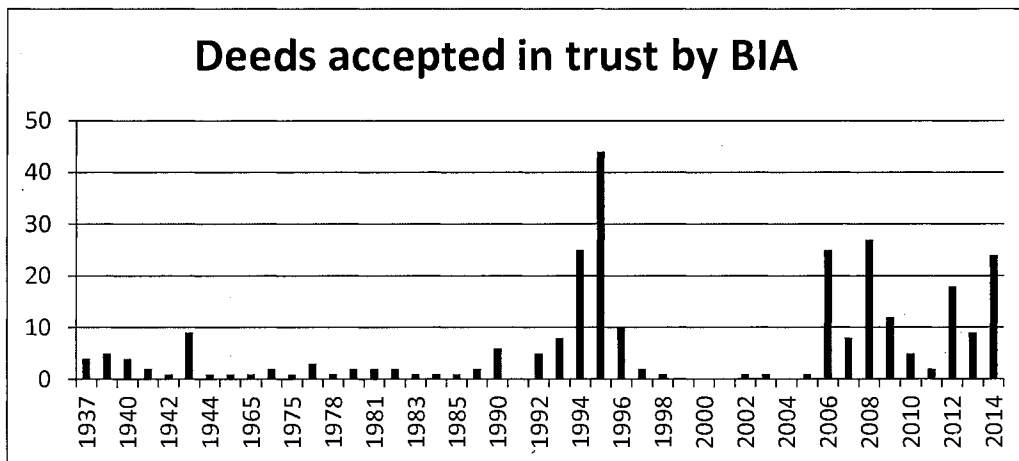
The following table depicts agreements with the local governments that contain provisions where the local governments agree not to object to the Tribe's fee-to-trust applications.

	Term
Ashwaubenon	01/01/14 – 12/31/18
Green Bay	03/09/09 – 12/31/24 ¹
Brown County	06/30/08 – 10/31/23
Village of Hobart	Expired 11/16/07
Town of Oneida	08/01/12 – 07/30/15
Outagamie County	01/01/06 – 12/31/16

Midwest Fee-to-Trust Consortium

The Tribe's Self Governance Compact with the United States Department of the Interior allows the Tribe to reallocate funding from the federal government with the approval of the Secretary of the Department of the Interior. In 2004, the Business Committee passed Resolution #10-06-04-B to redirect a portion of these Self-Governance funds to pay for Bureau of Indian Affairs staff to process the Tribe's fee-to-trust applications. Pursuant to this resolution, the Oneida Tribe, along with the Shakopee Mdewakanton Sioux Community, entered into the Midwest Fee-to-Trust Consortium. In 2006, the Milles Lacs Band of Ojibwe joined the Consortium and in 2007, the Ho-Chunk Nation joined the Consortium. All four tribes redirect their Self-Governance funds to pay for BIA staff to process fee-to-trust applications from the tribes. The BIA staff does not make any policy decisions on whether the BIA should ultimately accept the land into trust; rather, the BIA staff compiles the relevant information required under the Code of Federal Regulations and forwards this information on to the BIA Regional Director to make a decision.

Historically, there was a period of time between 1990 and 1996 that the Tribe was successful in having land taken into trust. However, between 1996 and 2006, the Tribe had little success in its fee-to-trust efforts. Below is a chart depicting number of properties placed into trust status since 1937.



¹ The City of Green Bay and the Oneida Tribe are in the process of negotiating amendments to the Service Agreement. The negotiations were ongoing as this opinion was being drafted. It is possible that this agreement may be concluded early.

As a result of the Consortium, the Tribe has been able to increase its success rate in fee-to-trust applications. During 2005, the BIA began to process the fee-to-trust applications, and in 2006, the Tribe began to see results. Below is a table depicting the number of BIA decisions to take land into trust and acres placed into trust each year separated for the years 2001 to 2005 and then after joining the Consortium, the years 2006 to 2015.

Fiscal Year	Decisions	Acres
2001	10	0.25
2002	1	306
2003	0	0
2004	0	0
2005	1	26.41

Fiscal Year	Decisions	Acres
2006	24	521.597
2007	9	641.262
2008	13	726.98
2009	24	1760.369
2010	6	646.45
2011	2	315.67
2012	19	206.491
2013	9	441.906
2014	21	1110.56
2015	3	1643.51

Hobart Fee-to-Trust Appeals

As identified in the litigation summary above, in 2010 and 2011, Hobart filed appeals with the Interior Board of Indian Appeals, appealing several Notices of Decision to accept land located in Hobart into trust for the Tribe. *Hobart v. Midwest Regional Director, Bureau of Indian Affairs*, 57 IBIA 4 (2013). The Interior Board of Indian Appeals issued a decision determining that the Tribe was under federal jurisdiction in 1934 and the Secretary therefore had the authority to take land into trust for the Tribe, affirmed the Bureau of Indian Affairs' assessment of the Tribe's need for land, the Tribe's use for the land, and the Bureau of Indian Affairs' ability to handle additional responsibilities. However, the Interior Board of Indian Appeals remanded the case back to the Bureau of Indian Affairs for further consideration of the loss of tax revenue, jurisdictional and land use conflicts, environmental concerns, and potential bias in the fee-to-trust consortium.

With respect to the bias issue, the Interior Board of Indian Appeals decision found that the Bureau of Indian Affairs Regional Director did not fully consider the Village's allegations that a potential bias existed in the Midwest Fee-to-Trust Consortium. The Village essentially claimed that the Tribe paid for Bureau of Indian Affairs staff to approve the Tribe's applications. While the Village failed to recognize the nature of the Consortium, the Interior Board of Indian Appeals determined that the Regional Director should give this issue further consideration and explanation. An excerpt from the Interior Board of Indian Appeals decision regarding this bias issue, with accompanying footnotes, states:

The Village argues that the BIA staff members who processed the Tribe's fee-to-trust applications were tainted by "blatant bias." Opening Br. at 48. The claim of bias stems from a "consortium agreement," whereby a group of tribes apparently directed Federal funding back to BIA specifically to fill staff positions to process the tribes' fee-to-trust applications.¹⁷ According to a 2006 Government Accountability Office (GAO) report, *Indian Issues: BIA's Efforts to Impose Time Frames and Collect Better Data Should Improve the Processing of Land in Trust Applications*, GAO-06-781 at 20, two such agreements, including one involving BIA's Midwest Regional Office, were then under

investigation by the Inspector General of the Department (IG). *Id.*;¹⁸ *see also* Memorandum of Understanding Between Tribe and Midwest Regional Office for FY 2008-2010 (Opening Br., App. at 37). The outcome of the investigation is not made clear in the briefs or in the Administrative Records. On remand, the Regional Director should specifically address the Village's allegations of bias as well as the outcome of the IG investigation and its relevance, if any, to the Village's allegations. The Regional Director should also discuss any corrective actions that may have been taken in response to the IG investigation prior to the NODs at issue, if relevant to the Village's allegations of bias.¹⁹

57 IBIA 15-16.

17. The tribes apparently received the funding from BIA as part of their Tribal Priority Allocation funding pursuant to Indian Self-Determination and Education Act contracts or Tribal Self-Governance compacts with BIA.

18. The Village cited to but did not provide a copy of the GAO report. A copy was found online at www.gao.gov/assets/260/250940.pdf. This document is one of many cited by the Village in its briefs to the Board for which no copy appears in the administrative records or in the appendices to the Village's briefs. In addition to citing the GAO report, the Village also cited to a BIA publication, *Acquisition of Title to Land Held in Fee or Restricted Fee*, and to an NOD for the Shakopee Mdewakanton Sioux Community, June 7, 2007. See Opening Br. at 49, 59. Neither of these documents appear in the record nor did the Village provide a copy. The Board is not part of BIA, *see In re Shingle Spring Band of Miwok Indians*, 54 IBIA 339, 340 (2012), and does not have ready access to documents that may be in BIA's possession. Any party that wishes to have the Board consider such documents, or arguments based on such documents, must provide copies of them to the Board and to the parties on the distribution list.

19. We note that the IG investigation apparently was underway in 2006 prior to the NODs at issue in this appeal and prior to the consortium agreement in effect at the time of NODs.

To date, the Tribe has not received revised Notices of Decisions for any of the properties subject to these appeals.

With respect to allegations that the Tribe's applications were somehow faulty, the Interior Board of Indian Appeals rejected that allegation and found no fault with the tribe's applications. In this regard, the Interior Board of Indian Appeals decision states:

The Village contends that the Tribe's fee-to-trust applications were insufficient. We reject this argument. The application process is not meant to be onerous but simply must set out the "identity of the parties, a description of the land to be acquired, and other information which would show that the acquisition comes within the terms of this part." 25 C.F.R. § 151.9. If additional information is required for a decision on the application, BIA may request the applicant to provide the information needed. *Id.* § 151.12. We do not find fault with the Tribe's applications in these proposed fee-to-trust acquisitions. 57 IBIA 17.

Brown County Residents Fee-to-Trust Appeals

In 2014, two Brown County resident filed appeals with the Interior Board of Indian Appeals, appealing several Notices of Decision to accept a total of approximately eleven residential properties located in the City of Green Bay into trust for the Tribe. The two appellants are David Dillenburg, a Trustee for the Village of Hobart, and Thomas Sladek, an Alderman for the City of

Green Bay.² In the appeals, the residents hired Attorneys Frank Kowalkowski and Jenna Clevers. These two attorneys represented the Village of Hobart in the Hobart fee-to-trust appeals, as well as a number of other lawsuits involving the Tribe and Hobart. In this set of appeals, the residents raised many of the same issues that Hobart raised in its appeals. In addition to these issues, the residents also set forth a number of allegations related to how taking the land into trust would injure them, including allegations that the Tribe would unfairly compete with Dillenburg's business as a landlord. The Tribe filed affidavits demonstrating that the appellants lack standing to challenge the decision to take the land into trust. The Tribe and the Bureau of Indian Affairs also filed briefs responding to the appellants other arguments. This case is still pending.

Prioritization and Savings – Fee-to-Trust

The service agreements and the Midwest Fee-to-Trust Consortium were intended, in part, to provide a process by which fee land would be taken into trust. As identified above, this has resulted in an increase of land taken into trust. The Division of Land Management, in conjunction with the Oneida Business Committee and as may be directed by the General Tribal Council, prioritizes both land acquisition and fee-to-trust applications. Recently, that prioritization has moved from large acreage parcels to maximize value and impact to residential properties to provide additional options for housing to Tribal members.

The majority of fee-to-trust applications were submitted between 2005 and 2007 when the Tribe entered the Midwest Fee-to-Trust Consortium. There remain lands which are eligible under the Service Agreements that being processed for fee-to-trust applications which were not submitted between 2005 and 2007. In addition, new lands have been acquired which may now fall outside of the restricted application period in service agreements for which fee-to-trust applications may be developed. All new applications will be prioritized as set out above. Of the initial 250 or more filings occurring between 2005 and 2007, it is estimated that half remain in the processing backlog at the Bureau of Indian Affairs.

As a result of the increase in accepting land into trust, the Tribe has realized a cost savings. This is identified in the table below.

	# Apps	Acres	Taxes	Accumulated Taxes
2006	24	521.597	\$327,489.25	\$3,274,892.50
2007	9	641.262	\$15,439.74	\$138,957.66
2008	13	726.98	\$18,961.02	\$151,688.16
2009	24	1760.369	\$20,349.48	\$142,446.36
2010	6	646.45	\$5,918.84	\$35,513.04
2011	2	315.67	\$1,469.28	\$7,346.40
2012	19	206.491	\$66,208.04	\$264,832.16
2013	9	441.906	\$45,359.10	\$136,077.30
2014	21	1110.56	\$177,158.97	\$354,317.94
2015	3	1643.51	\$12,517.93	\$12,517.93
				\$4,518,589.45

² Both Mr. Dillenberg and Mr. Sladek filed their appeals in their individual, not official, capacities.

Errors/Requests for Additional Information

As identified above, the fee-to-trust process allows for additional information and clarifications to be requested by the Bureau of Indian Affairs during the decision making process. The Fee-to-Trust Handbook specifically identifies steps during the process for this purpose.

Step 2. Review of Written Request to Initiate Application Process.

6. Identify all missing information or documentation that is required, or materials submitted, that do not have appropriate signatures, dates or other deficiencies that would prevent a complete review of the application and result in incomplete status. Refer to Step 3[.]

Step 3. Responding to an Incomplete Case.

1(a) Prepare a written notice to the applicant including the following information is incomplete[.]

- 1) A statement that the application is incomplete.
- 2) Specify what information or documentation was omitted or required and explain why the requested information is necessary.
- 3) Request the applicant provide the omitted or required documentation or information to the BIA within 30 days of the applicant's receipt of the written notice or the application will be inactivated and returned.

Step 4. Conducting Site Inspection and Completing Initial Certificate of Inspection.

3. Prepare a written notice to applicant advising of any inconsistencies that require an explanation and/or correction. Advise applicant that unless the inconsistencies are addressed, applicant may be prohibited from taking land into trust. See Step 3[.]

Errors and requests for additional information can result in formal action by the Oneida Business Committee through adoption of a resolution, or a simple correspondence and response from the Division of Land Management. The following chart reviews the 375 fee-to-trust applications from 2003-2014 and identifies corrective resolutions.

Year	New	Corrections
2014	0	1
2013	4	
2012	8	
2011	3	
2010	9	
2009	1	

Year	New	Corrections
2008	13	1
2007	6	7
2006	275	
2005	55	
2004	0	
2003	3	

The nine corrective resolutions involve the following types of corrections.

Correcting Resolution	Prior Resolution	Correction
BC-11-12-14-A	BC-06-21-06-I	Withdrew application for 2522 West Mason Street
BC-06-11-08-A	Unknown	Parcel #
BC-01-31-07-B	BC-04-12-06-M	Parcel #
BC-01-31-07-C	BC-04-12-06-R	Land use
BC-01-31-07-D	BC-04-12-06-T	Land use
BC-01-31-07-E	BC-04-26-06-A	Land use
BC-08-29-07-C	Unknown	Property location and land use
BC-10-24-07-B	Unknown	Names of former owners
BC-10-24-07-C	Unknown	Legal description

A discussion with the Division of Land Management staff identifies that there are approximately 250 outstanding fee-to-trust applications with the Bureau of Indian Affairs.³ Of the 319 filings made since 2006, the nine resolutions above constitute less than 3% of the total filings, and about 8% of the filings in which the Tribe has received a decision. There are at least six different resolutions which reference the survey, three of which are developed by outside vendors, most occurred prior to the current staff and only one of which involved an incorrect legal description.

The Division of Land Management identified two applications which were outside of the scope of the Consortium and for which the Tribe has been notified that the applications would not be processed. However, no fee-to-trust application has been denied. One involved a gaming related property and the other involved property owned by the Tribe in New York. In this last application, the Midwest regional office stated that the property was not within the regional area and that it would not consider the application. Finally, one application was closed under the determination it was incomplete as a result of failing to respond to requests for additional information. That application was resubmitted with the proper information the following year.

Many of the 2006 applications are in the communication processes of Step 3 identified in the Fee-to-Trust Handbook. This involves updating the information presented in 2006. Further, there are ongoing questions regarding clarifying survey or land descriptions to meet the requirements of the Land Description Review by the Bureau of Indian Affairs. These are generally minor issues of which only one required a correction deed which required additional Oneida Business Committee action. Finally, there are encumbrances which require additional explanation, or if not acceptable by the Bureau of Indian Affairs require the Division of Land Management to correct.

Land Surveyor

In general, a land surveyor identifies and measures the boundaries of a parcel. This is done by researching prior title and surveys, walking the described boundaries, and then by surveying the boundaries and corners. A survey for a title is developed based on metes and bounds, a plat map, government survey markers, and/or subdivision maps, for example. The land surveyor certifies that the description accurately identifies the boundaries of the property.

The Real Property Law sets forth the requirements of land descriptions in Section 67.7, Legal Descriptions. 67.7-1. Those sections are as follows.

67.7-1. The legal description for any land transferred under this Law will be derived from a Certified Survey Map (CSM) or Plat of Survey completed by a registered Land Surveyor according to currently accepted minimum standards for property surveys. If the Plat of Survey changes the legal description of the CSM for the same piece of property, the CSM legal description will be used on transfer documents along with the Plat of Survey description designated "Also Known as ..." Section, Township, Range and Fourth Principal Meridian must be within all tribal legal descriptions.

67.7-2. Every land survey shall be made in accordance with the records of the County Register of Deeds for fee land, and in accordance with the records of the Oneida Division of Land

³ In large part, these stem from the filings which occurred in 2006. Between 2006 and 2014, there have been 319 applications filed and 110 decisions regarding those applications. The difference may be accounted for by the 55 filings made in 2005.

Management for all trust lands. The surveyor shall acquire data necessary to retrace record title boundaries such as deeds, maps, certificates of title, Title Status Reports from the Bureau of Indian Affairs, Tribal Leases, Tribal Home Purchase Agreements, center line and other boundary line locations.

To file a land survey with the County Register of Deeds, the land survey must be conducted in accordance with state law. In Wisconsin, a land surveyor is an individual that conducts, “any service comprising the determination of the land boundaries and land boundary corners; the preparation of maps showing the shape and area of tracks of land and their subdivisions into smaller tracks; the preparation of maps showing the layout of roads, streets and rights-of-way of same to give access to smaller tracts; and the preparation of official plats, or maps, of land in this state,” *Wis. Stats, 443.01(4)*. A sample survey description is as follows.

Commencing at the Southwest corner of Indian Claim 158, Township 23 North, Range 19 East; thence South 89 degrees 40' 33" East, 1886.24 feet along the South line of said Indian Claim 158 to the Southeast corner of said Indian Claim 158; thence North 55 degrees 35' 39" West, 124.44 feet along the Northeasterly line of said Indian Claim to the Northerly right of way of S.T.H. “172” and the point of beginning; thence North 88 degrees 51' 12" West, 431.79 feet along said right of way; thence 82.69 feet along the arc of a 11,504.16 foot radius curve to the left whose long chord bears North 89 degrees 03' 33" West, 82.69 feet along said right of way; thence 18.94 feet along the arc of a 12.00 foot radius curve to the left whose long chord bears North 45 degrees 31' 46.5" East, 17.03 feet; thence North 00 degrees 19' 27" East, 320.79 feet to the Northeasterly line of said Indian Claim; thence South 55 degree 35' 39" East, 606.52 feet along said line to the point of beginning.⁴

A land surveyor must be licensed by the state. Although there are multiple combinations set forth in state law, there are general two ways to qualify for a license.

- A four year degree in land surveying, two years of practice, and pass a two part exam.
- A two year degree in land surveying, four years of practice, and pass a two part exam.

The two part of exam involves an exam on fundamentals and principles and an exam on Wisconsin jurisdiction. Upon receipt of a license, the land surveyor must report 20 hours of continuing education units every two years.

The Bureau of Indian Affairs, in its Fee-to-Trust Handbook, does not set forth requirements regarding who conducts a survey.⁵ However, the Fee-to-Trust Handbook does require a legal land description to be, “in legally acceptable terms that is definite, legally defensible and susceptible to only one interpretation” *p. 8*. In most circumstances this involves identifying a government marker or some other clearly identifiable point, and describing the length of each side and each turn until the description reaches the beginning point. *Fee-to-Trust Handbook, p. 9*.

A review of salary information regarding land surveyors identifies multiple titles for these employees. The job qualifications identify positions ranging from internships, to non-licensed

⁴ This is a partial survey description of a larger parcel.

⁵ All land acquisitions by the federal government are governed by 40 U.S.C. 255. The Department of Justice has defined title standards for land acquisition – *Title Standards 2001*. In regards to surveys, the Department of Justice provides the following guidance: “the title evidence should include or be accompanied by a plat or plan, based on a survey by a competent surveyor or engineer, sufficient to enable the reviewing attorney to locate the land described in the title evidence” *p. 18*.

surveyors, to licensed surveyors and project managers. For purposes of this review, I have included only positions which have a minimum of a two-year or four-year degree with experience. These types of positions would generally conform to the licensing requirements of the State of Wisconsin.

- The salary ranges from \$30,548 (payscale.com; land surveyor) to \$92,945 (payscale.com; professional land surveyor).
- These salaries are dependent upon type of employer. For example, at indeed.com, the average salary for a city surveyor is \$59,000 and a county surveyor is \$64,000. Recruiter.com identifies that a land surveyor for a local government can earn between \$40,000 to \$92,000, and the Bureau of Labor Standards reports that the mean wage for a land surveyor for a local government is \$61,940.
- Most land surveyors have five or more years of experience which has a starting salary around \$49,000 (payscale.com).

Salary surveys by Justechjobs.com identify a median salary for Wisconsin as \$54,200. In addition, the median to high salary range for Green Bay is \$44,100 to \$56,700.

The Division of Land Management utilizes a vendor to perform surveys. The firm producing the survey employs licensed land surveyors. There are two time periods involved when requesting surveys – when acquiring the land and when filing fee-to-trust applications. If a survey is conducted during the acquisition phase, those costs are generally included in the closing costs and are not separately documented.

The table below identifies costs associated with surveys from 2012 to 2015 for fee-to-trust applications.

	Location	Cost
October 2012	County H, Town of Oneida	\$4,000.00
November 2013	Oakwood Drive	\$950.00
January 2014	West Point Road	\$1,030.00
June 2014	Cormier – Revision	\$192.50
September 2014	Shady Drive	\$677.50
March 2015	Hillcrest	\$775.00
April 2015	Hillcrest – Revision	\$112.50
	Total Expenses	\$7,737.50

The following table identifies costs associated with surveys from 2010 to 2014 across all of the Division of Land Management. The services billed include: plat of surveys, computing, drafting, field work, research, preliminary investigations, and boundary staking, marking corners, traversing, and revised drawings.

	Cost
2010	\$6,442.50
2011	\$10,457.50
2012	\$7,797.50
2013	\$17,720.40
2014	\$10,201.25
Total Expenses	\$52,619.15

The cost of the survey is related to the size of the property being surveyed and the history of the boundaries that may need to be researched. The list above identifies surveys for 4 residential lots, two corrective surveys and a farm. Assuming we purchase six similar lots per year, or even double the amount of purchases, it would still be less expensive to engage a vendor by contract per parcel than hiring an individual as a land surveyor with the same quality of work being conducted. It is possible that other areas of the Tribe would benefit from having a land surveyor on staff – for example mapping trails for Environmental Health & Safety, setting out plat maps for Development Division or Housing Authority, identifying markers for GLIS mapping. However, with a median salary of \$44,100⁶ and average expenses of \$10,524 for surveys conducted over the prior five year period for all of the Division of Land Management, it would be a significant amount of work needed to meet those salary expenses.

Employment Standards

Employees of the Tribe are engaged under the rules set forth under the Personnel Policies and Procedures, other Tribal laws, and in accordance with standard operating procedures adopted by the Human Resources Department. Every employee of the Tribe has an approved and signed job description under which they undertake their employment responsibilities. Most departments operate in accordance with rules proscribed by the Tribe, under federal law, by grant, or by operating procedures created by the program, department, and division, Oneida Business Committee or General Tribal Council.

For example, the Training and Development Department includes the program Oneida Scholarship. This program was created by the General Tribal Council. However, the implementation guidelines have been approved within the department and the Governmental Services Division. Authorization to approve revisions or modifications to the program has been delegated to the Oneida Business Committee by the General Tribal Council.

The Division of Land Management is created under Tribal law, the Real Property Law, and is guided by the Land Commission which was created by the General Tribal Council. The Division of Land Management has developed Standard Operating Procedures which are guided by the Real Property Law, other laws of the Tribe involving use of land and expending funds, federal laws and regulations, such as the Fee-to-Trust Handbook, 25 C.F.R. 151, and federal law regarding probates and assignments in the land.

It is possible to set employment standards that are in addition to currently existing employment responsibilities. However, it would be a violation of the Constitution of the Oneida Tribe of Indians of Wisconsin to retro-actively apply those employment standards. An individual taking action under accepted processes and procedures cannot be retro-actively terminated if the accepted processes and procedures were changed in the future. Further, such employment standards should be as clear and concise as possible. Finally, the employment standards should be under the control of the employee which will be held accountable for the standards being met or carried out.

⁶ It is important to note that the median salary of \$44,100 does not include the cost of vacation/personal time accruals, insurance benefit costs, and licensing fees to name a few employment related expenses..

The proposed resolution sets out the following new employment standard - all land descriptions must be read and certified by a licensed attorney.

The proposed resolution also sets out three new reasons for termination of employment.

- An inaccurate survey results in termination of the land surveyor.
- Fee-to-trust applications that fail because of bad advice to Oneida Business Committee or the ‘Land Department’ results in termination of the attorney.
- Fee-to-trust applications that fail because the attorney did not read them results in termination of the attorney.

The above proposed reasons for termination lack sufficient clarity. It is possible to correct some of the ambiguity in the reasons for termination. For example, it could be clarified that the inaccurate survey results refer only to the original document created by the land surveyor and not subsequent documents which may transcribe the description in error. However, all surveys are based on part on research of public records, for example to determine if easements and other encumbrances exist. As a result, such descriptions are subject to a caveat that there may be missing information which could change the property description.

On the other hand, what constitutes “bad advice”? It is not possible to be absolutely certain regarding advice in legal matters. This is in part because there are at least three groups interpreting the law – the attorney for the Tribe, the attorney for the other party, and the judicial officer. Anticipating how a court may rule on an interpretation or render a decision is simply an educated guess based on existing law, case law, and the prior history of the judge. Is it bad advice if, despite being based on the existing law and application of the law, a fee-to-trust application is denied? This would be presuming only the attorney had the ability to determine the content of the fee-to-trust application. Since these applications require actions from vendors, the Oneida Business Committee, the Division of Land Management, Intergovernmental Affairs and Communications, Enrollment Department, Environmental Division, and Finance Department, to name a few, it is not possible for the attorney to be responsible for the fee-to-trust application and whether it is accepted or denied.

Based on a review of the fee-to-trust applications, no application has been denied as a result of “bad advice” or inaccurate survey information. As identified in the Interior Board of Indian Appeals, the fee-to-trust applications were complete applications and no errors were identified. Based on the Fee-to-Trust Handbook, the Bureau of Indian Affairs has an understanding that errors will occur and corrections will be needed as a result of two opportunities in the processes to provide corrected documents or additional information.

Further, it appears that errors or additional information may arise many years after the submission of a fee-to-trust application. Although most of the corrective resolutions identified above were made a year after the original application was submitted, at least one was eight years after the application was submitted. Given the backlog of approximately 250 applications, it is likely this delay in correcting errors will only continue to increase. However, none of the errors has resulted in a denial and no applications appear to have been delayed or denied based on “bad advice” or an inaccurate survey. The human error portion of these applications is about 8% of 319 fee-to-trust applications that contain multiple complex documents.

The general time frame for getting an application for fee-to-trust accepted and transferred could be a year from start to finish if everything is in place to meet the needs of Indian country and fee-to-trust applications. A “perfect” fee-to-trust application process for the Oneida Tribe, as described by the Division of Land Management, would have a full and seasoned staff of six at Bureau of Indian Affairs, no title issues, no property description issues, no appeals of the fee-to-trust decision, a current service agreement, a current lease with signed disclaimer, no issues submitting paperwork to the Oneida Business Committee, no changes in policies within Department of Interior, and no issues with the environmental review. However, the latest actions appealing Notices of Decision to the Interior Board of Indian Appeals is simple one more delay in a less than perfect process.

Currently, as identified by the Interior Board of Indian Appeals, the fee-to-trust applications under appeal were complete, no further information was needed. However, we are currently waiting on a revised Notice of Decision from the Bureau of Indian Affairs. Further, appeals have been filed for recent fee-to-trust applications in the City of Green Bay. Presuming the fee-to-trust applications are in the same condition as those remanded to the Bureau of Indian Affairs in the prior appeals, there are no errors in these recent applications. As a result, errors in the fee-to-trust applications are not at issue in receiving a Notice of Decision to take land into trust.

Analysis

The proposed resolution contains six Whereas sections outline reasons for the resolution and six Resolve sections setting forth directions.

Whereas Sections

The Whereas sections contain numerous errors and misinformation. For example, the Tribe did not enter into the Fee-to-Trust Consortium to “fast track” applications. We did so in order to provide minimum support to the application process which was not available and continues to be less than required staffing levels today. Further, the funding used for the Consortium involved re-directing federal funds back to the Bureau of Indian Affairs for that purpose. The Interior Board of Indian Appeals decision did not state that the fee-to-trust applications were incomplete. The decision directed the Secretary to address the alleged bias and to respond to all elements of the fee-to-trust decision.

In addition to the errors in the Whereas sections, several Whereas sections are simply stating points of view as identified by the Village of Hobart. This is the same local government which believes that the Tribe no longer exists, that the Reservation no longer exists, and challenges every action and decision of the Tribe. It is not clear why such allegations by the Village of Hobart would be persuasive or preserved in a resolution presented to be acted upon by the General Tribal Council. As identified above, the decisions from the litigation that have occurred over the years is certainly less than clear about who “won” and who “lost.” It appears that in many circumstances the Tribe had outcomes that were beneficial.

The proposed resolution alleges that the Oneida Business Committee was not “warned” about an appearance of bias. There is no indication of how such a conclusion was arrived at by the

petitioner as, based on the record there is also no indication that such a discussion did not take place. Nor is there any indication that there was advice given regarding an appearance of bias and the Tribal leaders at that time determined that the potential benefits outweighed that concern. The increase in land taken into trust in the ensuing years, savings to the Tribe and increase in jurisdictional clarification of trust land may be an indicator of the results of that decision. It is a question which may never be clearly answered.

It is recommended that if the General Tribal Council considers adoption of the proposed resolution, that all the Whereas sections be deleted except the final Whereas. This recommendation is in order to avoid inclusion of erroneous and/or misinformation in the Tribe's historical record.

Resolve Sections

The Resolve sections of this resolution call for multiple actions. Each will be addressed below. In general, if the intent of this proposed resolution is to correct unnecessary errors in the fee-to-trust process, it is not clear how that will be accomplished.

- “the Land Department must hire a certified Land Surveyor to survey all land that will be purchased prior to the land purchase. The Surveyor shall be an employee of the Oneida Tribe”

The information above identifies that the Division of Land Management spends, on average, about less than \$11,000 per year on surveys – whether that is for acquisition, leasing, financing, or fee-to-trust applications. However, the average salary of a licensed land surveyor is about \$44,100. It would appear that employing a licensed land surveyor may not be the best use of limited Tribal resources. Further, this cost does not include the professional liability insurance maintained by a survey firm, the equipment needed to undertake such surveys, and the continuing education credits required to maintain licensing. In addition, survey firms generally employ multiple persons, both licensed and unlicensed, to manage the survey process and is thus able to take on multiple survey projects simultaneously.

The action within this Resolve is within the authority of the General Tribal Council.

- “All land descriptions must be read and certified by a licensed attorney who is an employee of the Oneida Tribe”

Reading land descriptions does not require legal training and the description is actually “certified” by the land surveyor. Further, the land description itself is written by the land surveyor. If errors occur in the land description, it is likely to occur in that process. Further, as identified above, the errors identified in the fee-to-trust process have not generally involved the legal description. Certainly the attorney assigned to review fee-to-trust applications can review the land description, however, it is not clear what benefit will be the result of this action.

The land description is included in multiple documents in the fee-to-trust application. It is not presumed that this Resolve would require reviewing each of those occurrences. To do so may not be an appropriate use of the attorney's time. The amount of time taken to review each occurrence of a land description could be better applied to legal issues arising in the course of business of the Tribe – land transactions, financing agreement, contracts, programing activities, drafting laws

and regulations, to name a few. Further, these types of errors can be noted by the individual that creates the documents, that individual that puts the packet together, or the individual that communicates with the Bureau of Indian Affairs during the fee-to-trust process.

The action within this Resolve is within the authority of the General Tribal Council.

- “When fee to trust application fail because of bad advice given to the Oneida Business Committee or the Land Department by Oneida Tribal Attorney, the attorney’s employment with the Oneida Tribe must be terminated”

As identified above, this Resolve contains a directive which is unclear. It is not possible to presume what “bad advice” might mean in the context of this resolution. Further, given the information in the Interior Board of Indian Appeals decision, there were no errors in the final applications at where the subject of those appeals. As a result, it appears that no “bad advice” has been given. If such an employment standard were adopted by the General Tribal Council, the result would likely be that no attorney would be willing to give any advice for fear of a reasonable interpretation and response could lead to termination. In the alternative, the fee-to-trust process would be unduly delayed by an attorney researching and drafting “advice” that attempts to identify possible scenario, even those that are unlikely, in order to avoid the potential of giving “bad advice.” Further, it is possible that such an employment standard would result in limitations and qualifications on any advice given, or such conservative risk-averse advice being given, that no action would be taken on any fee-to-trust application. Finally, although there are assignments given to attorneys, it could result on no attorney wanting to act on fee-to-trust applications for fear of not knowing what constituted “bad advice.”

The General Tribal Council has authority to set process requirements. However, this Resolve is insufficiently clear to be acted upon by the General Tribal Council. If this resolution is considered, this Resolve cannot be implemented and should be deleted prior to adoption.

- “That fee to trust applications that fail due to the Oneida Tribal Attorney failing to read the land descriptions, the Attorney must be terminated”

There have been no fee-to-trust applications that “failed” since 2000. Two applications were inappropriate for the Consortium process (a gaming-related parcel and a parcel located in New York) and one application was closed because there was no response to an inquiry. Those applications were not denied because the land description was in error. However, having the attorney read the land description can be included within the fee-to-trust process. This review by the attorney will more likely than not be simply making sure the land description is accurately re-typed into the various documents. The land surveyor is responsible for the accuracy of the land description – whether that would be an outside vendor or an employee of the Tribe. The land surveyor reviews prior descriptions of the boundaries, reviews easements, walks the boundaries to notice encroachments and land marks, and ultimately measures the boundaries. It is not clear what additional benefit will be added by a review of the land description by an attorney.

It is presumed that the “failure” of a fee-to-trust application under this Resolve must be directly attributed to the attorney failing to read the land description in order to terminate the attorney. While it cannot be presumed that this may never occur, it would be difficult to provide evidence or other proof that a fee-to-trust application was denied because the land description was not read

by the attorney. In fact, the simple act of attaching a certification that the attorney read the survey would defeat such an action. In addition, the history from 2000 to the present would indicate that this has not been the reason for denial of an application.

The General Tribal Council has authority to set process requirements. The proposed Resolve calls sets a process requirement that does not result in improvement of the fee-to-trust process and by including a simple certification that the land description was read by an attorney would likely never result in termination of an attorney. This Resolve as interpreted above could be acted upon by the General Tribal Council.

- “When the Oneida Tribe hires a Land Surveyor as an employee, if the Fee to trust application fails due to the survey not being accurate, the surveyors employment shall be terminated”

As identified above, there have been no rejections or denials of a fee-to-trust application as a result of the survey being inaccurate. The Bureau of Indian Affairs Fee-to-Trust Handbook specifically identifies steps in the fee-to-trust process in order to correct errors. Whether employing a land surveyor or contracting for a land surveyor the surveys would be developed in the same manner. First, to comply with the filing of the land acquisition records in the appropriate county records office. Second, this survey would be updated to reflect any easements or encumbrances identified since the acquisition and placed in the fee-to-trust application. The Bureau of Indian Affairs, and the Department of Justice, would recognize this type of survey as being sufficient.

The General Tribal Council has authority to set process requirements. This Resolve as interpreted above could be acted upon by the General Tribal Council.

- “This Resolutions as it applies to the Attorneys is retroactive and the Oneida Business Committee must see this process through”

A retro-active law makes an individual subject to a penalty for action taken that was not in violation of the law when the action was taken. The Constitution of the Oneida Tribe of Indians of Wisconsin in Article VI, Bill of Rights, prohibits action which would hinder “due process of law, as guaranteed by the Constitution of the United States.” Further, as many of these fee-to-trust applications were submitted in 2006, it is not clear which attorney may have reviewed the application. Since the attorney was given no information that he or she would be responsible for reading each land description, they would not be expected to identify that he or she had actually done so. Which, if the Resolve were not unconstitutional and a fee-to-trust application were actually denied because the land description was inaccurate, it would not be possible to ascertain of the land description were wrong simply because the attorney did not read it, nor would it be possible to ascertain whether or not the attorney read the land description.

The General Tribal Council cannot enact a retro-active law. This would be in violation of the due process rights set forth in the Constitution. Further, if the General Tribal Council were to take action to adopt this resolve, the Oneida Business Committee, as a result of the individual oath of office taken would be prohibited from enacting the Resolve. If the General Tribal Council were to take action to adopt this resolution, this Resolve must be deleted.

Conclusion

There are portions of this proposed resolution which contain inaccurate or misleading information which should either be corrected or deleted. Further, some of the Resolves are either insufficiently clear or unconstitutional which should be corrected or deleted.

The remainder of the proposed resolution would be within the authority of the General Tribal Council to act upon. A simple majority vote would be needed.

If you have further questions, please contact me.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 01 / 15

2. General Information:

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

[Empty text box]

Agenda Header: General Tribal Council

Accept as Information only

Action - please describe:

1) To acknowledge receipt of the petition submitted by Frank Cornelius 2) Send the verified petition to the Law, Finance, Legislative Reference and Direct Report Offices for legal, financial, legislative and administrative analyses to be completed 3) Direct the Law, Finance and Legislative Offices to submit the analyses to the Tribal Secretary within 60 days and a that a progress report is submitted in 45 days 4) Direct the Direct Report Offices to submit the appropriate administrative analyses to the Tribal Secretary within 30 days.

3. Supporting Materials

Report Resolution Contract

Other:

1. redacted, verified petition

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:

This memorandum serves as a request for the Oneida Business Committee (OBC) to formally acknowledge receipt of a verified petition, and to send this petition to the Law, Finance, Legislative Reference and Direct Report Office for analyses.

On April 28, 2015, the Tribal Secretary's office received a petition which states the following:

"In accordance with Article 111, Section 4 of the constitution, the below listed voters request a special General Tribal Council meeting for Frank Cornelius to report on 7 Gens and present four (4) resolutions to be voted on by the General Tribal Council. 1) Full forensic investigation on 7 Gens 2) Have 7 Gens return the money to the Tribe 3) Direct the Kalihwisaks to print any article as freedom of the press 4) Impose a "tax" on the BC for not dissolving 7 Gens."

The petition was submitted to the Enrollment Department for verification Article III, Section 4 of Oneida's Constitution requirement for requesting a Special General Tribal Council (GTC) meeting were met. The Enrollment Department completed and submitted the required verification.

The next step is for the OBC to acknowledge receipt of the verified petition and then send the petition to the Law, Finance, Legislative Reference and Direct Report Offices for all appropriate analyses to be completed.

Once the analyses are complete, they will be submitted to the OBC agenda for acceptance. The final step will be for the OBC to determine an available GTC meeting date where the identified petition issues can be addressed.

Requested OBC Action:

1. Accept the verified petition submitted by Frank Cornelius.
2. 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.
3. 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.
4. Direct the Direct Report Offices to submit the appropriate administrative analyses to the Tribal Secretary's office within 30 days.

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
ENROLLMENT DEPARTMENT

Latif'shanalo'loks
(They Gather the Names)

P.O. BOX 365, ONEIDA, WI 54155-0365

PHONE: (920) 869-6200 * 1-800-571-9902 FAX: (920) 869-2995
www.oneidationation.org/enrollment



TO: Oneida Tribal Secretary
FROM: Cheryl Skolaski, Enrollment Director *ep*
DATE: April 28, 2015
SUBJECT: GTC Petition Verification Results

On 4/28/2015 the Oneida Enrollment Department received a petition authored by Frank Cornelius regarding 7 Generations.

Results:

- 163 Number of Printed Names on petition
- 160 Number of Printed Names verified as Enrolled Tribal Members
- 1 Number of Tribal Members that did not meet the age criteria of 21 years
- 0 Number of Printed Names that could not be verified
- 2 Number of Printed Names that were submitted more than once
- 0 Number of Tribal Members invalidated due to Incompetency
(See Attached Legal Opinion dated 9/4/2014)

Verified by:

Cheryl Skolaski

Signature and Title

4/28/15

Date

If there are any questions please contact the Enrollment Department.

RECEIVED
APR 28 2015
On-line Enrollment Dept.

160/163
Signatures Verified
2 Dupl.
1 Not 21
Chuyf
Sholok

NAME OF PETITIONER: FRANK CORNELIUS

PURPOSE: In accordance with ARTICLE 111, Section 4 of the constitution, the below listed voters request a special General Tribal Council meeting meeting for FRANK CORNELIUS, to report on 7 Gens and present four (4) resolutions to be voted on by the General Tribal Council. 1. full forensic investigation on 7 Gens. 2. Have 7 Gens return the money to the tribe. 3. Direct the Kalihwisaks to print any article as freedom of the press. 4. Impose a "tax" on the BC for not dissolving 7 Gens.

Print Name	Address	D.O.B.	Enrollment #	Signature
			6397	✓
			94	✓
			10709	✓
			296	✓
			6450	✓
			6581	✓
			3322	✓
			5109	✓
			3562	✓
			3105	✓
			0906	✓
			4997	✓
			5957	✓
			14049	✓
			8156	✓

15 Verified ap

INIT

RECEIVED

APR 28 2015

Oneida Enrollment Dept.

NAME OF PETITIONER: FRANK CORNELIUS

PURPOSE: In accordance with ARTICLE 111, Section 4 of the constitution, the below listed voters request a special General Tribal Council meeting meeting for FRANK CORNELIUS, to report on 7 Gens and present four (4) resolutions to be voted on by the General Tribal Council. 1. full forensic investigation on 7 Gens. 2. Have 7 Gens return the money to the tribe. 3. Direct the Kalihwisaks to print any article as freedom of the press. 4. Impose a "tax" on the BC for not dissolving 7 Gens.

BY THE OFFICE
AL SECRETARY
BUSINESS COMMITTEE
28 2015
TRIBE OF
DE WISCONSIN

Print Name	Address	D.O.B.	Enrollment #	Signature
1			13047	✓
2			13078	✓
3			3911	✓
4			3926	✓
5			5665	✓
6			3920	✓
7			9451	✓
8			1876	✓
9			1877	✓
10			8578	✓
11			3898	✓
12			3899	✓
13			2089	✓
14			2098	✓
15			370	✓

(15) Verified cjs

v

APR 28 2015

Oneida Enrollment Dept.

NAME OF PETITIONER: FRANK CORNELIUS

PURPOSE: In accordance with ARTICLE 111, Section 4 of the constitution, the below listed voters request a special General Tribal Council meeting meeting for FRANK CORNELIUS, to report on 7 Gens and present four (4) resolutions to be voted on by the General Tribal Council. 1. full forensic investigation on 7 Gens. 2. Have 7 Gens return the money to the tribe. 3. Direct the Kalihwisaks to print any article as freedom of the press. 4. Impose a "tax" on the BC for not dissolving 7 Gens.

Print Name	Address	D.O.B.	Enrollment #	Signature
			2100	✓
			10656	✓
			2629	✓
			13017	X
			0576	✓
			0713	✓
			213	✓
			620	✓
			4489	✓
			1246	✓
			5824	✓
			1998	✓
			0279	✓
			13677	✓
			12094	✓

21.

5/1/2015

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APR 28 2015

Oneida Enrollment Dept.

NAME OF PETITIONER: FRANK CORNELIUS

PURPOSE: In accordance with ARTICLE 111, Section 4 of the constitution, the below listed voters request a special General Tribal Council meeting meeting for FRANK CORNELIUS, to report on 7 Gens and present four (4) resolutions to be voted on by the General Tribal Council. 1. full forensic investigation on 7 Gens. 2. Have 7 Gens return the money to the tribe. 3. Direct the Kalihwisaks to print any article as freedom of the press. 4. Impose a "tax" on the BC for not dissolving 7 Gens.

Print Name	Address	D.O.B.	Enrollment #	Signature
				X
			5464	✓
			3590	✓
			9038	✓
			7349	✓
			11635	✓
			1127	✓
			7012	✓
			2357 5816	✓
			1154	✓
			1144	✓
			5504	✓
			5665	X
			724	✓
			7624	✓

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Print Name	Address	D.O.B.	Enrollment #	Signature
			900	✓
			183	✓
			5235	✓
			4960	✓
			378	✓
			2809	✓
			1869	✓
			2283	✓
			2350	✓
			4913	✓
			10101	✓
			4002	✓
			20110	✓
			13550	✓
			18414	✓

(15) Verified CP

APR 28 2015

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Print Name	Address	D.O.B.	Enrollment #	Signature
1			12664	✓
2			0757	✓
3			5397	✓
4			5065	✓
5			7 5100	✓
6			1051	✓
7			8551	✓
8			3260	✓
9			0876	✓
10			7243	✓
11			3262	✓
12			0095	✓
13			3019	✓
14			3010	✓
15			6268	✓

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APR 28 2015

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Print Name	Address	D.O.B.	Enrollment #	Signature
1			7964	✓
2			13598	✓
3			13597	✓
4			13586	✓
5			11983	✓
6			949	✓
7			3709	✓
8			12143	✓
9			3794	✓
1			3863	✓
1			5958	✓
1			11928 11923	✓
1			10303	✓
1			9809	✓
1			7701	✓

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APR 28 2015

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Print Name	Address	D.O.B.	Enrollment #	Signature
1			4966	✓
2			8163	✓
3			11765	✓
4			5365	✓
5			8352	✓
6			7332	✓
7			13691	✓
8			14256	✓
9			3115	✓
10			8415	✓
11			3719	✓
12			3722	✓
13			9089	✓
14			0977	✓
15			1026	✓

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Full Name	Address	D.O.B.	Enrollment #	Signature
		117-77	8155 8175 ✓	✓
			912 ✓	✓
			3544 ✓	✓
			913 ✓	✓
			#7745 ✓	✓
			6114 ✓	✓
			6110 ✓	✓
			10221 ✓	✓
			10823 ✓	✓
			12418 ✓	✓
			6612 ✓	✓
			12795 ✓	✓
			1253 ✓	✓
			1249 ✓	✓
			4730 ✓	✓

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Print Name	Address	D.O.B.	Enrollment #	Signature
			5536	✓
			#1124	✓
			8136	✓
			7802	✓
			309	✓
			14133	✓
			5529	✓
			6074	✓
			10738	✓
			3787	✓
			3744	✓
			2936	✓
			2583	✓
			2938	✓
			7905	✓

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Print Name	Address	D.O.B.	Enrollment #	Signature
			2588	✓
			2581	✓
			4009	✓
			4011	✓
			4838	✓
			932	✓
			3523	✓
			3537	✓
			10058	✓
			1902	✓
			11449	✓
			791	✓
			0852	✓
13	FRANK CORNELIUS			
14				
15				

(13) Verified ap

ONEIDA BUSINESS COMMITTEE

APR 28 2015

ONEIDA TRIBE OF INDIANS OF WISCONSIN

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Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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:

****Background****

At the regular Business Committee (BC) meeting on April 22, 2015, the agenda for the 2015 Semi-Annual GTC meeting was approved.

Following that approval the following has occurred:

1) Susan White, Trust Director, notified my office that at the Joint BC/Trust Committee meeting on March 17, 2015, action was taken to include a Sustain Oneida Initiative presentation. At the BC Work meeting on May 5, 2015, the BC agreed to amend the 2015 Semi-Annual GTC meeting agenda to include this item.

2) At the CDPC meeting on May 7, 2015, clarification was requested regarding the GTC directive from the November 15, 2014, GTC meeting. That directive was:

"Motion by Douglas Skenandore to develop a system through the Division of Land Management that provides opportunities for two (2) acre or less parcels for residential use on the reservation and bring the system back for GTC approval at the 2015 July Semi-Annual meeting, seconded by Nancy Skenandore. Motion carried by a show of hands"

CDPC agreed that the item must be added to the 2015 Semi-Annual GTC meeting agenda.

3) In reviewing the agenda to make the amendments above, two typos were also identified.

Attached is a redline version of the agenda highlighting the amendments and corrections as well a clean version of the amended agenda. This request is being made to ensure the new agenda items have adequate time to submit materials for the meeting packet, if needed.

****Requested Action****

1. Approve the amended 2015 Semi-Annual GTC meeting agenda.

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

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

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

ONEIDA GENERAL TRIBAL COUNCIL

AGENDA



SPECIAL SEMI-ANNUAL MEETING

Monday, July 6, 2015

6:00 p.m.

LOCATION

Radisson Hotel &
Conference Center
2040 Airport Dr., Green Bay, WI

DIRECTIONS

Radisson Website:

<http://www.radisson.com/green-bay-hotel-wi-54313/greenbay>

Map Quest Directions:

www.mapquest.com/us/wisconsin/hotels-motels-green-bay/radisson-hotel-conference-center-304148266

1. Welcome and opening prayer
2. Announcements and call meeting to order
3. Adopt the agenda
4. Approve GTC meeting minutes
 - A. Tabled Minutes
 1. December 15, 2013 Special Meeting
 - B. New Minutes
 1. November 15, 2014 Special Meeting
 2. January 19, 2015 Special Meeting
 3. February 9, 2015 Annual Meeting
5. Reports
 - A. Tribal Treasurer's semi-annual report for FY' 15
 - B. Semi-Annual Reports
6. Old Business
 - A. General Tribal Council Meetings Law
7. New Business
 - A. Tickets and Merchandise Contract
 - B. Litigation Update
 - C. Sustain Oneida Initiative Presentation
 - D. Two Acre or less Residential Use System
8. Adjourn

ONEIDA GENERAL TRIBAL COUNCIL

AGENDA



SEMI-ANNUAL MEETING

Monday, July 6, 2015

6:00 p.m.

LOCATION

Radisson Hotel &
Conference Center
2040 Airport Dr., Green Bay, WI

DIRECTIONS

Radisson Website:

<http://www.radisson.com/green-bay-hotel-wi-54313/greenbay>

Map Quest Directions:

www.mapquest.com/us/wisconsin/hotels-motels-green-bay/radisson-hotel-conference-center-304148266

1. Welcome and opening prayer
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 - C. Sustain Oneida Initiative Presentation
 - D. Two Acre or less Residential Use System
8. Adjourn

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Cover memo dated, 4/21/15, is attached.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Memo

To: Oneida Business Committee
From: Dan W. Skenandore – Project Manager
CC: Troy Parr – Assistant Development Division Director
Project Team
Date: 4/21/2015
Re: Early Head Start Facility CIP # 14-013

Purpose:

The project team is seeking formal approval of the project through the Capital Improvement Process (CIP) and activation of the project's funding.

The project team has assembled a CIP Package for the project, see attached.

Background:

Project need and justification is noted in the attached CIP Package.

Funding for the project is included in the FY2015 CIP Budget at \$1,961,000. The funds would be activated in the Project's CIP Budget and managed within that process.

The Project Team is recommending Option 2, Additions to Three Sisters Head Start Building. The Project Budget Estimate for this option exceeds the FY2015 allocation (see Memo of Project Team's responses to CIP Package review comments for further explanation). The remaining budget need (\$ 345,000) will be requested in the FY2016 CIP Budget. Upon project approval, the Project Team will continue to investigate the potential grants noted in section VIII.B (page 16) of the project's CIP Package. Any grants received will allow reduction of the project's CIP budget.

Action Requesting:

1. Approval of the CIP Package and CIP project #14-013 Early Head Start Facility.
2. Activation of \$1,961,000 from the approved FY2015 CIP Budget for CIP #14-013 Early Head Start Facility.

Encl.

Oneida Tribe of Indians of Wisconsin

ENGINEERING DEPARTMENT

Location:

N7332 Water Circle Place
Oneida, WI 54155

Phone: (920) 869-1600



Mailing Address:

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

Fax: (920) 869-1610

Capital Improvement Process (CIP) - Client Division Director Approval Form

To: Don White, Governmental Services Division Director

Through: Joan Christnot, Head Start/Early Head Start Director

From: Dan Skenandore, Project Manager
Leanne Doxtater, Project Planner

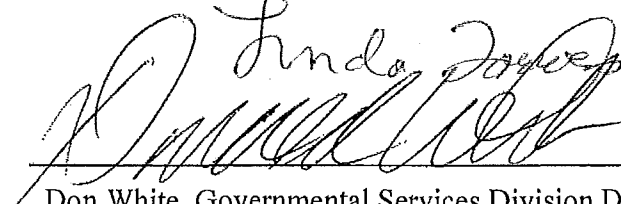
Date: January 30, 2015

Re: Early Head Start Facility

I have reviewed the attached Capital Improvement Process (CIP) document identified below for the above noted project and approve of the project moving into the next phase of the CIP Process.

CIP Concept Paper – dated: May 16, 2014

CIP Package – dated: January 30, 2015



Don White, Governmental Services Division Director

2/6/15
2/6/15

Date

Early Head Start Facility



CIP #14-013

CIP PACKAGE

Project Client: Early Head Start Program

Project Team:

Cheryl Dubois	Early Head Start Program Manager
Vicky Deer	Head Start Program Manager
Joan Christnot	Head Start/Early Head Start Director
Linda Torres	Social Services Area Manager
Jennifer McLester	Parent Advisory Council Chair
Nicole Taylor	Head Start/Early Head Start Office Manager
Leanne Doxtater	Project Planner - Planning Dept.
Dan W. Skenandore	Project Manager - Engineering Dept.
Paul J. Witek	Senior Tribal Architect - Engineering Dept.

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PROJECT EXECUTIVE SUMMARY

Project Title: **Early Head Start Facility**

Requesting: Approval of the **CIP package**.

Project Description:

Several concerns have been identified at the present Early Head Start site. Some of the main issues are: the traffic flow at the cottages with a lot of blind spots for traffic, the emergency exit is blocked, and the road way is on a hill that is a potential falling hazard during the winter months.

Another area of concern is the “shared space” that is presently used for group Socialization Experiences for EHS families. This is a federal program requirement that entails having space available to provide parents and children socialization experiences with other families.

Currently, the program is utilizing the Social Services “Green Room” for socializations, it is too small to adequately accommodate the number of families (6-12) in attendance at each session and problematically located away from the EHS offices. The “Green Room” is shared space along with many other social service programs.

To address the physical space needs of the program, three options have been evaluated by the Project Team as noted below:

- Option I - Former Accounting Building; remodel the existing building to accommodate the program’s needs.
- Option II – Additions to Three Sister’s Head Start Building; expanding the existing building to accommodate the program’s needs.
- Option III – New Building; construct a new building on a new site to accommodate the program’s needs.

The Project Team recommends Option II - Additions to Three Sister’s Head Start Building be approved. We feel it will: provide the best functional facility, allow sharing of resources with Head Start, and is cost effective.

(see page 9 of CIP Package)

Management/Business Plan:

Management of the program would not change with any of the potential options. Program and support staffing would change based upon each option. Staffing of each potential option is described later in this document.

(see page 7 of CIP Package)

Site Selection:

Options I and II are pre-selected properties. Option III would be established per the Tribal LUTU process.

(see page 12 of CIP Package)

Project Budget Estimate: (also see page 12 of CIP Package)

	Option I	Option II	Option III
Soft & Misc. Costs:	\$ 115,100	\$ 309,800	\$ 376,100
Construction:	\$ 355,600	\$ 1,607,200	\$ 1,874,500
Furniture, Fixtures & Equipment (FF&E):	\$ 189,000	\$ 142,000	\$ 221,000
Contingency:	\$ 99,000	\$ 247,100	\$ 296,600
Total (rounded):	\$ 759,000	\$ 2,306,000	\$ 2,768,000

Financial Plan:

Project funds have been included and approved in the FY2015 CIP budget in the amount of: \$ 1,961,000. The Project Team remaining funds needed for the recommended option

In addition, potential funding sources include:

- Apply for one time funding grant through the Office of Head Start (upon project approval).
- Potential Housing & Urban Development (HUD) grant.
- Potential carry over funding and current grant funding.

The Project Team will investigate the potential of these grants to fund the remaining budget balance for the recommended option (\$ 345,000). If grant funding does not materialize, any remaining budget balance will be requested in the FY2016 CIP Budget.

(see page 16 of CIP Package)

Communication Plan:

The standard process will be used for communicating the project status to the community.
(see page 16 of CIP Package)

I. Needs Assessment and Project Justification

- A. **Introduction:** The general purpose of this project is to acquire through the Tribe, a facility that will support the various activities to ensure the success of the Oneida Early Head Start Program.
- B. **Present Facilities:** The Early Head Start Program is presently housed in the Social Services Cottage #3 and must share this very limited space with Government Services Division (GSD) administrative staff. The program mandated socializations are held in the Green Room at Social Services Building.
- C. **Problem:** Present facilities used by the Early Head Start Program have numerous issues, such as:
1. The cottage (shared with GSD) presently being utilized by EHS is limited to office space only with very limited storage area for program materials, equipment and supplies.
 2. The location presents many hazards for home visitors who must go on home visits 2-3 times per day and for other staff and parents who come to the building for appointments. During the winter and spring the road and parking lot is oftentimes icy and is not pedestrian safe. The parking lot is a distance from the office leaving staff to walk alone and in the dark to and from the office. There is not room nor is staff permitted to park next to the building.
 3. The cottage area is in an isolated area and has been the subject of gang fights, thefts, homeless persons living in nearby woods, and strangers approaching staff in the parking lots when they are coming or going from/to home visits during both evening and daytime hours.
 4. Presently, the program does not have dedicated space for Socialization Experiences, and have been utilizing the Green Room at SSB. Program materials must be carried in and out and set up and taken down each time. Equipment (changing table and rocker) that has been left up in the Green Room has been used by others and at times damaged or misused (ie. condoms left on the changing table).
 - a) The Socialization Experience environment must reflect more a classroom setting for infants and toddlers and with large and small motor activity space. In addition, the space must contain an area for breast-feeding, a changing table and meal area for families.

II. Business Plan

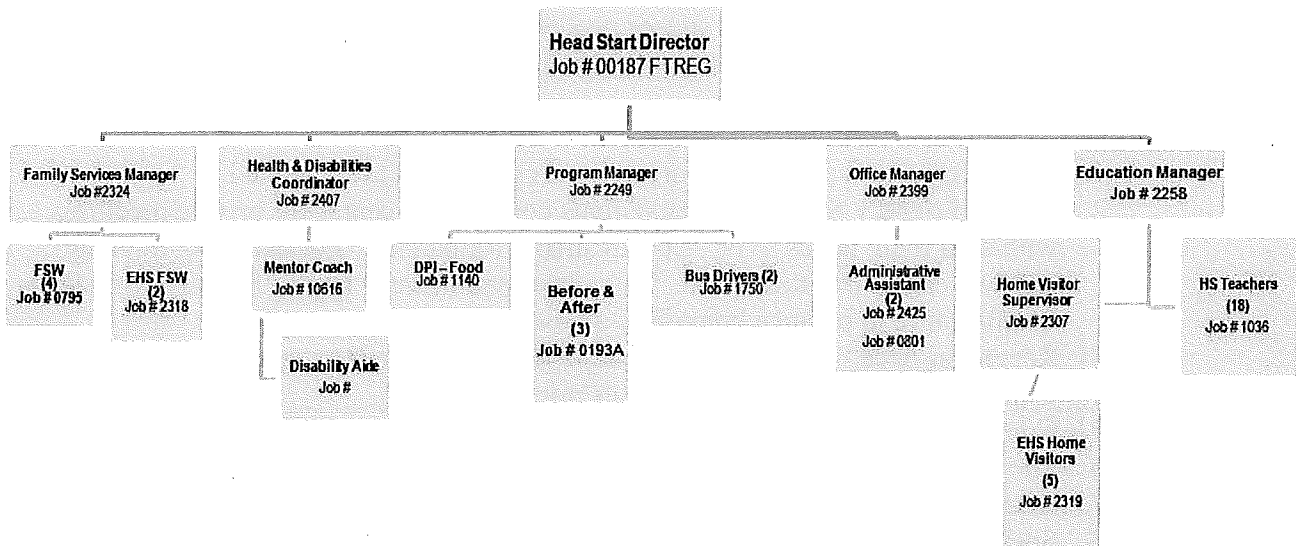
- A. The Head Start Program is a tribal service entity not structured to accumulate profits, therefore, a Business Plan is not applicable for this project per the Capital Improvement Process.

III. Management Plan

- A. **Management:** The current Management Structure of the Oneida Head Start/Early Head Start will not change as a result of this project.

B. Organizational Chart

Oneida Tribe of Indians of Wisconsin
 GOVERNMENTAL SERVICES DIVISION
 SOCIAL SERVICES AREA
 Head Start/Early Head Start



C. Staffing, Requestor: With all potential building Option the staffing levels of EHS would change. EHS would add two Transition Classroom teachers and an office for the Mentor-Coach position.

1. The Mentor-Coach position has been filled and funded through Head Start/Early Head Start.
2. The Transition Classroom teachers will be reassigned from within the existing program staff.

D. Staffing, Service Departments: The tribal service departments that are impacted by this project include the following. Their need for additional staffing due to this project is noted:

Department:	Option I – former Accounting Bldg.	Option II – Additions to Three Sisters Head Start Bldg.	Option III – New Building
DPW – Facilities	---	---	1
DPW – Groundskeeping	---	---	1
Custodial	1	1	1
MIS	1	1	1

IV. Facility Concept and Space Requirements

- A. The project needs to provide office space for employees, and ample storage for program purposes, (socializations, home visitor supplies, etc.). The structure should have space for the four monthly socializations. It should be on one level with easy access for parking and disability accessibility.
- B. General descriptions of the various spaces needed for the project are noted below. Specific listings of the individual rooms for each option are identified in the Space Needs Summary included in the Appendix.
1. Office Space – typical office areas for program staff are included.
 2. Family Friendly Space – When parents come to the center for private meetings with staff there needs to be space available for parents. For example, nursing mothers can utilize this space. This space will be very family friendly with décor and furniture to create a home-like atmosphere.
 3. Reception Area – Greeting area with desk for Admin. II.
 4. Copier/Printing area – typical copier/printer space.
 5. Conference Room – table and chairs for 12 people.
 6. File Room – 4 large filing cabinets
 7. Kitchen – range, refrigerator, dishwasher, parent nutrition education space.
 8. Socialization Space – accommodate 20 to 30 participants for large motor and family group activities.
 9. Laundry – washer and dryer along with folding space.
 10. Storage space – A place to store materials and equipment for the program.
 11. Lactation Room with sink – federal regulations require a space for employees who need lactation privacy plus the program will have breastfeeding mothers as well.
 12. Transition Room – accommodate approximately (17) three year olds in collaboration with the Head Start program to meet the growing needs of the change in demographics to the Green Bay Community. This will also meet the needs of the Early Head Start children who turn 3 years old after September 1 deadline for Head Start.
 13. Women’s Bathroom – with changing table.
 14. Men’s Bathroom – with changing table.
- C. Consistent with the Oneida Design Standards, it is our intention to utilize sustainable design principals on this project. Meaning, we will design, construct, and operate the building to minimize negative impacts to the natural environment and health, while optimizing long-term costs.
- D. To address the physical space needs of the program, three options have been evaluated by the Project Team. The options and associated impacts to the space needs are identified below:
1. **Option I – Former Accounting Building**
 - a) This option would entail remodeling a portion of the former Accounting Building (#00096) located on Hutson Road to accommodate the Early Head Start needs.

b) The Pros and Cons of this option are noted in the table below:

	Pro:	Con:
For Structure:	Existing building has sufficient square footage to accommodate use.	Tenant compatibility issues. Museum artifacts are stored in another portion of the building. Tests were performed regarding the possible contaminants from the museum artifacts. Oneida Environmental Services report that risks are minimal and can be safely managed.
	Existing building already in Tribe's inventory lessens impact on internal support departments.	HVAC system at end of useful life and would need replacement to address needs of proposed use.
	Least Expensive construction cost of options.	Not an Oneida Fiber Optic Network.
		Building entries are not handicap accessible.
	Pro:	Con:
For Site:	Large site with ample parking	Proposed use would require a Conditional Use Permit under the Oneida Zoning Ordinance.
	Bus stop across street.	Site grades on entry sides of building present accessibility issues.
	Geographically near majority of clients served.	It will present a design challenge in creating a playground area for the EHS children.

2. Option II – Additions to Three Sister’s Head Start Building

a) This option would entail expanding the Three Sister’s Head Start Building (#00054) located on West Mason Street to accommodate the Early Head Start needs.

b) The Pros and Cons of this option are noted in the table below:

	Pro:	Con:
For Structure:	Existing building was designed to accommodate additions.	Need to coordinate design to accommodate future Head Start Expansion.
	Existing building already in Tribe's inventory lessens impact on internal support departments.	
	Opportunity for sharing of spaces with Head Start eliminates duplication.	
	On Oneida Fiber optic network	

	Pro:	Con:
For Site:	Adjacent property owned by Tribe to allow expansion.	Additional property use may require a Conditional Use Permit under the Oneida Zoning Ordinance.
	Bus stop at Mason and Country Club Road.	Existing Head Start Program would lose a portion of existing property use for its program.
	Geographically near majority of clients served.	

3. Option III – New Building

- a) This option would entail constructing a new building on a site to be determined to accommodate the Early Head Start needs.
- b) The Pros and Cons of this option are noted in the table below:

	Pro:	Con:
For Structure:	Building can be designed to full meet the functional needs of the Early Head Start Program.	Most expensive construction cost of options.
For Site:	Will be able to select a site that best meets the needs of the project/program.	Property use will require a Conditional Use Permit under the Oneida Zoning Ordinance.

- E. **Project Team Recommendation:** The Project Team recommends Option II - Additions to Three Sister's Head Start Building be approved. We feel it will: provide the best functional facility, allow sharing of resources with Head Start, and is cost effective. This option also supports the original concept of the Three Sister's Head Start Building having a gross motor skills space. The gross motor skills space wasn't able to be included in the original construction, but can be created with this project by using the socialization space, thus making the room multipurpose and allowing greater utilization of the space.

V. Site Selection Criteria

- A. This section of the CIP Package is only applicable to Option III – New Building, other options already have established sites.
1. Zoning
 2. Site characteristics (topography, drainage, soils, etc.)
 3. Infrastructure – Utilities
 4. Infrastructure – Transportation
 5. Parcel Size
 6. Adjacency requirements
 7. Existing Ownership
 8. On Bus Route
 9. Geographic central location for clients
 10. LUTU: The Land Use Technical Unit (LUTU) is a process where a multi-Departmental Team consisting from members of Planning, Environmental, Land Management, and GLIS Department will inventory and review recommended land parcels.

VI. Environmental

- A. An Environmental Assessment will be initiated once the project has been approved and the design is at a stage where there is sufficient information to request the assessment.

VII. Budget Estimate

- A. The Project Budget Estimates for each of the three options are included on the pages following.

PROJECT NAME: **Early Head Start Facility - Option 1 Remodel former Acct'g Bldg.**

PROJECT No.: 14-013

DATE: 19-Jan-15

SOFT and MISCELLANEOUS COSTS

Engineering Dept. Fees		48,900
Architect / Engineer Fees & Reimbursables		64,000
Soil Borings, Testing and Surveys		1,800
Agency Review and Approval Fees		400
Insurance - Builders Risk	covered by property insurance	
Archaeological Survey & Site Monitoring		0

Sub-total: 115,100

CONSTRUCTION

Utility Relocation/Extension		0
Site Work & Landscape		50,000
Building Construction - Remodel		158,000
MEP - Remodel		123,000

Sub-total: 331,000

Oneida Preference Amount		8,001
Sustainable Design Premium	5%	16,550
Inflation Factor: 0 years	3% per year	0

Sub-total: 355,600

FIXTURES, FURNISHINGS AND EQUIPMENT

Division 10 - Specialties		13,000
Division 11 - Equipment		4,000
Division 12 - Furnishings		126,000
Division 27 - Communications		37,000
Division 28 - Electronic Safety & Security		9,000

Sub-total: 189,000

TOTAL:		659,700
Contingency:	15.0%	99,000
Finance Costs:	0.0%	0

ESTIMATED TOTAL PROJECT BUDGET: \$ 759,000

CIP #14-013

PROJECT NAME: **Early Head Start Facility - Option 2 Additions to TSHS Bldg.**

PROJECT No.: 14-013

DATE: 19-Jan-15

SOFT and MISCELLANEOUS COSTS

Engineering Dept. Fees	107,300
Architect / Engineer Fees & Reimbursables	192,900
Soil Borings, Testing and Surveys	8,000
Agency Review and Approval Fees	1,600
Insurance - Builders Risk	covered by property insurance
Archaeological Survey & Site Monitoring	0

Sub-total: 309,800

CONSTRUCTION

Utility Relocation/Extension	0
Site Work & Landscape	125,000
Building Construction	1,363,000
Building Automation	27,000

Sub-total: 1,515,000

Oneida Preference Amount		16,450
Sustainable Design Premium	5%	75,750
Inflation Factor: 0 years	3% per year	0

Sub-total: 1,607,200

FIXTURES, FURNISHINGS AND EQUIPMENT

Division 10 - Specialties	5,000
Division 11 - Equipment	4,000
Division 12 - Furnishings	109,000
Division 27 - Communications	18,000
Division 28 - Electronic Safety & Security	6,000

Sub-total: 142,000

TOTAL:		2,059,000
Contingency:	12.0%	247,100
Finance Costs:	0.0%	0

ESTIMATED TOTAL PROJECT BUDGET: \$ 2,306,000

PROJECT NAME: Early Head Start Facility - Option 3 New Building

PROJECT No.: 14-013

DATE: 19-Jan-15

SOFT and MISCELLANEOUS COSTS

Engineering Dept. Fees		139,900
Architect / Engineer Fees & Reimbursables		224,900
Soil Borings, Testing and Surveys		9,400
Agency Review and Approval Fees		1,900
Insurance - Builders Risk	covered by property insurance	
Archaeological Survey & Site Monitoring		0

Sub-total: 376,100

CONSTRUCTION

Utility Relocation/Extension		0
Site Work & Landscape		125,000
Building Construction		1,613,000
Building Automation		27,000

Sub-total: 1,765,000

Oneida Preference Amount		21,240
Sustainable Design Premium	5%	88,250
Inflation Factor:	0 years 3% per year	0

Sub-total: 1,874,500

FIXTURES, FURNISHINGS AND EQUIPMENT

Division 10 - Specialties		13,000
Division 11 - Equipment		10,000
Division 12 - Furnishings		125,000
Division 27 - Communications		50,000
Division 28 - Electronic Safety & Security		23,000

Sub-total: 221,000

TOTAL:		2,471,600
Contingency:	12.0%	296,600
Finance Costs:	0.0%	0

ESTIMATED TOTAL PROJECT BUDGET: \$ 2,768,000

VIII. Financial Plan

- A. Tribal Financing: - Funding has been requested and approved in the Tribal CIP Budget for FY2015 in the amount of: \$ 1,961,000. The Finance Department will determine the best means to finance the overall CIP budget.
- B. The Project Team has been researching possible grant opportunities for the project and has identified the following potentials:
 - 1. HUD Community Development Block Grant.
 - 2. Possible program dollars.
 - 3. One time funding grant through the Office of Head Start (upon Project approval).
 - 4. Housing & Urban Development (HUD) Grant.
 - 5. Carry over funding and current grant funding.
- C. The Project Team will investigate the potential of these grants to fund the remaining budget balance for the recommended option (\$ 345,000). If grant funding does not materialize, any remaining budget balance will be requested in the FY2016 CIP Budget.

IX. Communication Plan

- A. Information included in a communication plan for this project will include:
 - 1. CIP project number
 - 2. Project title
 - 3. Project Manager (including: phone, fax numbers and e-mail address)
 - 4. Project phase (identify process followed: CIP, etc.)
 - 5. % of Phase completed
 - 6. Brief description of the project scope
 - 7. Project budget amount
 - 8. Project schedule (identify if community meeting will be held)
- B. The Project Information will be communicated to the community and staff as follows:
 - 1. Weekly status reports - Monday 8:30 AM at LBDC conference room (Project Manager)
 - 2. Community Meetings – To be determined (Project Manager)
 - 3. Quarterly reports Tribal publications including: Kalihwisaks (Senior Tribal Architect)
 - 4. Quarterly reports on Oneida website and on Oneida Intranet (Senior Tribal Architect)
 - 5. Ground breaking and dedication ceremonies scheduled with the events coordinator (Project Manager / Business Unit Manager)
 - 6. Periodic articles in the Kalihwisaks based upon the specific needs of the project. (Project Manager)

Memo

To: Oneida Business Committee
From: Dan W. Skenandore – Project Manager
CC: Project Team
Date: 4/21/2015
Re: Early Head Start Facility CIP # 14-013

The following are the Project Team's responses to the comments received from the various review entities regarding the Capital Improvement Process (CIP) Package for this project.

Arts Board

Comment: None.

Response: N/A

Environmental Health & Safety Division

Comment: None.

Response: N/A

Environmental Resource Board

Comment: None.

Response: N/A

Facilities Management Team

Comment: None.

Response: N/A

Facilities Planning Committee

Comment: None.

Response: N/A

Finance Division

Comment: Please be aware that the CIP Project 14-013 in the FY2015 budget is \$1,961,000. The attached CIP package for Option II is in excess of the approved budget. Option II will need to be value engineered to bring it in at \$1,961,000 or GTC approval will be needed for the additional funds.

Early Head Start Facility
CIP #14-013

Response: The Project Team is aware of the FY2015 CIP Budget allocation for the project as noted in the Financial Plan sections of the project's CIP Package. The FY2015 CIP Budget allocation for this project was created last year based upon very limited information regarding the scope of the project. During the development of the project's CIP Package, the team determined the specific needs and requirements to develop a functional facility for Early Head Start. The Project Budget Estimate – Option 2 is based upon those needs.

The remaining budget need (\$ 345,000) will be requested in the FY2016 CIP Budget. The CIP Budget is approved by GTC.

Upon project approval, the Project Team will continue to investigate the potential grants noted in section VIII.B (page 16) of the project's CIP Package. Any grants received will allow reduction of the project's CIP budget.

Land Commission

Comment: None.

Response: N/A

Planning Department

Comment: None.

Response: N/A

Utilities Department

Comment: None.

Response: N/A

Community Comments

While no formal comments were solicited or receive, the Project Team has heard of one question and thought it would be appropriate to respond.

Comment: Why can't the now vacated Child Care space at NHC be used for this project, instead of building?

Response: The vacated space would be a better fit for the Norbert Hill Head Start Program, not the Early Head Start Program. The layout of the building is not conducive to Early Head Start needs. It is not set up for offices nor a large socialization room.

It is not a good placement for Early Head Start as the employees work many evening hours and weekends and the isolation of the back of the building for them is a security concern. Woods and isolation are not good elements for women working alone at night.

It is necessary to park program vehicles at the work site and Early Head Starts vehicles would be subject to vandalism as have the playgrounds and sheds that are currently there have experienced.

Early Head Start Facility
CIP #14-013

The population that the program serves comes from east and west Green Bay, Oneida, and all surrounding areas. It is key that the Early Head Start site be centrally located for all clients concerned. The proposed location at the Three Sisters Head Start property is very centrally located.

At this time Head Start is considering moving into the vacated childcare space. For safety reasons it would be a better fit for the Norbert Hill Head Start Program. It has three exits in case of fire. The children and teachers will not have to navigate stairs to go outside, less chance of falls and injury. In the event of severe weather the children are already at the lowest level of the building. At Head Starts present location upstairs there are two classrooms that the heat and cooling are never regulated correctly. It is either extremely hot or extremely cold.

The Child Care space is more child friendly for dropping off children; having its own parking and doors, less danger from all the traffic that comes in and out of the Norbert Hill Parking lot. It is also set up for surveillance which will benefit our program. The separate location of this space from the rest of the Norbert Hill Center is good for Head Start, but not a good fit for Early Head Start.

CIP BUDGET ACTIVATIONS 2015

Revised: 04/20/15

Project No.	Project Title	CIP \$ App'd FY 2015	Activated Amount	Date Activation Approved	Unactivated Balance	Notes
05-013	Elder Services / Apartments Improvements	48,000			48,000	A
07-002	SSB Remodeling - Phase V	50,000			50,000	A
14-002	Cemetery Improvements	25,000	25,000	04/08/15	0	A
14-013	Early Head Start Facility	1,961,000	1,961,000		0	A
14-014	Oneida Golf Enterprise Remodel - Phase II	235,000			235,000	A
15-003	NHC Remodeling - Phase VIII	870,000	300,000	02/11/15	570,000	A,B
15-004	Business Park Storm Water	250,000			250,000	A
TOTALS:		3,439,000	2,286,000		1,153,000	

Adjustments

15-003	NHC Remodeling - Phase VIII		-300,000	02/11/15	570,000	B

Notes:

- A. Funding source: Tribal Contribution
 B. \$300,000 being activated from NHC Remodeling - Phase VIII #15-003 and transferred to SEOTS Community Center #11-002.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 05 / 13 / 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:

To support the Alternate Wage plan if G.T.C. does not adopt the action the the G.T.C. petition requesting a \$.99 per hour wage increase to limited employees

3. Justification

Why BC action is required (see instructions):

Support alternate wage plan for budgeting purposes.

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. <input type="text"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

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



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

Oneida Tribe of Indians of Wisconsin
BUSINESS COMMITTEE



P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040



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.

Office of the Treasurer

Memorandum

To: Oneida Business Committee
From: Trish King, Treasurer *T.K.*
Date: 5/7/2015
Re: Wage Adjustment Proposal

The following wage proposal is provided to the Oneida Business Committee for support.

History

The Human Resource Department (H.R.D.) provided a wage study to my office in September 2014. The analysis utilized 20% (130 job descriptions) of the tribe's 650 job descriptions, as a basis for the study. 20% is industry standard. The study showed that the Tribe should consider increasing the wage/salary chart by 5%, so that the tribe would again be competitive with the local job market.

I requested the Budget Core to support the development of a wage plan increasing tribal wages/salaries for implementation in FY 2016. The Budget Core team supported this request and assigned the initiative to the Human Resource Department (H.R.D.)

At the April 23, 2015, Budget Core team meeting, the team dialogued about the wage study analysis and the importance of increasing the "Compensation Highway" by 5% in order to be competitive with the local job market.

The Budget Core team then dialogued about a 5% wage adjustment for the current workforce to be equal to the 5% adjustment to the Compensation Highway. The Budget Core team agreed that the adjustment to the Compensation Highway and the adjustment to current employee's wages need to be inclusive of the entire workforce as well as be financially sound.

They also agreed to only implement the wage adjustment if the General Tribal Council does not adopt the action in the G.T.C. petition requesting a \$.99 per hour wage increase to limited employees.

Therefore, the following employee wage adjustment proposal is recommended to be budgeted over a 2 year budget cycle. The H.R.D. Area Manager will develop and administer standard operating procedures to implement the proposed recommendations:

Hourly Rate of Pay Increase

FY 2016:

\$.50 per hour increase for employees on the payroll as of September 30, 2015, to be effective October 1, 2015.

3% increase to the wage and salary charts (October 1, 2015)

FY 2017:

\$.45 per hour increase for employees on the payroll as of September 30, 2016.

2% increase to the wage and salary charts (October 1, 2016)

Strategic Workforce Planning Team Initiative – F.Y.I.

The Strategic Workforce Planning team will continue to develop a Strategic Workforce plan which includes; talent management, succession planning, workforce levels, wage plans, etc. A draft plan will be provided to the Budget Core Team in October 2015.

Yaw^ko for your time and assistance in this matter.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 05 / 13 / 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): New Business/Request

Agenda item title (see instructions):

Pardon and Forgiveness Screening Committee

Action requested (choose one)

- Information only
- Action - please describe:

BC approve the request to repost the Pardon and Forgiveness Screening Committee-Elder Alternate position.

3. Justification

Why BC action is required (see instructions):

There was one (1) applicant for one (1) position; however, the applicant does not meet the age requirement; therefore the position needs to be reposted.

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. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	3. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
2. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	4. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Cristina Danforth, Tribal Chairwoman

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.

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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.



P.O. Box 365 • Oneida, WI 54155
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UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

MEMORANDUM

TO: Oneida Business Committee

FROM: Chairwoman Tina Danforth *CSD*

DATE: May 4, 2015

RE: Pardon and Forgiveness Screening Committee

There was one (1) application for the Pardon and Forgiveness Screening Committee-Elder Alternate position. Unfortunately the one applicant, although qualified to serve, is not of the required age of 55. Due to this, I am asking the Business Committee to approve my request to repost the vacancy.

Thank You.

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 05 / 13 / 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:

[Empty box for session selection]

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

SEOTS Request for Indian Summer Festival

Action requested (choose one)

- Information only
 Action - please describe:

BC action to approve or disapprove SEOTS request for the Indian Summer Festival.

3. Justification

Why BC action is required (see instructions):

[Empty box for justification]

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. [Empty box] 2. [Empty box] 3. [Empty box] 4. [Empty box]

Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Cristina Danforth, Tribal Chairwoman

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.

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Mary C. Graves

From: jzalim@aol.com
Sent: Tuesday, April 28, 2015 2:28 PM
To: Mary C. Graves; Patricia M. King; Melinda J. Danforth; Lisa M. Summers; Brandon L. Yellowbird-Stevens; Fawn J. Billie; Ronald W. Hill; Jennifer A. Webster
Cc: schill52@uwm.edu; kanatiyostha@gmail.com; cottrecm@matc.edu; Jenna L. Skenandore; jzalim@aol.com; Mark W. Powless
Subject: Indian Summer Festival Milwaukee WI Sept 2015 Funding
Attachments: Final Indian Summer SEOTS Letter 4-28-15.docx

Dear Business Committee,

On behalf of the SEOTS Advisory Board we are submitting a memo in support of this year's Indian Summer Festival and the Tribe's participation.

Sincerely,
Jackie Zalim, SEOTS Advisory Board Vice Chair

Mary, please forward to new Councilman David Jordan. Thanks.

TO: Chairwomen Tina Danforth, Melinda Danforth, Trish King, Lisa Summers, Brandon Stevens, Jennifer Webster, Fawn Billie, Tehassi Hill, David Jordon
Cc: Dan Schiller, Jenna Skenandore, Tina Cottrell, Linda Langen, Barbara Kuks, Mark Powless
FROM: Jackie Zalim, Vice Chairwomen SEOTS Advisory Board
DATE: April 28, 2015
RE:

***2015 Indian Summer Festival:
"Gathering of Clans" focusing on Wisconsin Tribes and Clan History
Milwaukee, Wisconsin, September 11-15, 2015***

Indian Summer Festival, now in its 29th year, is a renown festival with national recognition. The festival is heavily attended by Oneidas from all over the state with visitor and participants traveling from far beyond.

In the past, the Oneida Tribe has generously contributed to the education and celebration of our heritage, culture, teachings and traditions with the longhouse, dancers, singers, story tellers, the BC visit and more.

However, last year there was little to no commitment. Recently, we contacted Oneida Tourism who stated that funding will not be available again this year.

In fact, our understanding is that last year, and maybe this year, the Business Committee was/is unaware of their decision not to support this important opportunity to share and showcase the Tribe and our culture.

Shortly, Judy Dordel, Executive Director, will be sending a request via sponsorship letter with the details of the Oneida Opportunity at the festival:

- Support with sustaining the festival
- New Smoke Dance Contest

The SEOTS Advisory Board along with the SEOTS office and members, advocate for participation and support. We urge you to not let the Oneida Tribe be under-represented; Wisconsin Tribes will be focused at the festival. The Oneida Tourism Department commented that, "Now its really about SEOTS getting their name out there for people who live in and around Milwaukee". We believe that Indian Summer Festival is more about the Oneida Tribe having a voice and visibility. SEOTS will again have a small space near the entrance.

Page 212 of 398

**Oneida Business Committee Meeting
Agenda Request Form**

1. Meeting Date Requested: 05 / 13 / 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): New Business/Request

Agenda item title (see instructions):

Youth Leadership Network Washington DC trip - June 14-20, 2105

Action requested (choose one)

- Information only
 Action - please describe:

BC to approve the funding request for the Youth Leadership Network Washington DC trip.

3. Justification

Why BC action is required (see instructions):

BC action is required to approve the funds needed for the trip as well as supporting the collaborations of the tribal departments.

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): Cristina Danforth, Tribal Chairwoman

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.

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Rational

Too often, middle school students are an overlooked age range of students that many times are not provided the same opportunities as their elementary and high school counterparts. Adults tend to look at middle school as a time to just keep kids from doing inappropriate and harmful behaviors.

In reality, middle school is the time of defining one's self and creating a realistic look at the future. Skill development is accelerated. Talents are perfected. Social skills are honed and relationships take on a more of a serious nature. Peer pressure is at its maximum. The dominate society is more tempting and has more sidetracks and pit falls than ever.

By the time a student finishes 8th grade, their basic values, life style choices, and academic abilities are pretty much set. For example, many schools now use the ACT Explore test in 8th grade to predict the score on the actual ACT test 3 years later. The predictions are remarkably accurate. It shows that the by 8th grade, a student's skills and priorities are fundamentally in place. Interventions in high school are more often than not, too little too late.

There are many programs and initiatives targeted at preschool, elementary and high school students at the local, state and federal level. There are comparatively few middle school opportunities to develop leadership skills and meaningful connects to the leaders of the tribe. Ironically, this is the most developmental appropriate and critical time to develop leadership skills. This is also the time that students feel the most disconnected and isolated.

On this trip, the tribal government will become more than just a photograph in the Kalihwisaks. They will become real people. This trip will give middle school leaders the ability to connect with tribal employees, develop relationships with peers from different schools, learn and practice traditional teaching and values, become student ambassadors back at their schools, and see that serving the tribe as a leader/professional is something they can actually aspire to do. This is so important when trying to stop the brain-drain and losing our best and brightest to job opportunities and lives offered by the dominate culture and outside the tribe.

Middle School students need to find their identity, take healthy risks in a safe and caring environment, feel a valued part of their community, and connect and practice with their culture. This trip is an inspired and complete opportunity to practice the components of "The Good Mind." The impressions and teaching at this time in our young people's lives, will last a lifetime.

Preliminary Itinerary

	Sunday 6/14	Monday 6/15	Tuesday 6/16	Wednesday 6/17	Thursday 6/18	Friday 6/19	Saturday 6/20	Sunday 6/21
AM	Leave Oneida		Mall Nat'l Archives <i>*Jacob</i> Smithsonian Monuments Air & Space White House <i>*Chris S</i>	Arlington Cemetery - Unknown soldier - Marine Memorial - Iwo Jima <i>*Orleana</i>	Mall Holocaust & NMAI both free <i>*Jane</i>	BIA BIE Interpol FBI Kim Vigue Other Oneidas in DC? <i>*Jane</i>	Leave Washington D.C.	
Lunch			Smithsonian		NMAI			
PM			IMAX \$6 <i>*Cari</i>	National Zoo free Planetarian \$9 <i>*Cari</i>	Congress US Capitol Meet in rotunda <i>*Jacob & Tina</i>	Georgetown University <i>*Orleana</i>		
Dinner								
Night					Baseball game <i>*Marcie & Jacob</i>			

****Staff member responsible for preliminary research. Cost, hours of operation, food availability, restrictions, etc**

**Onáyote?á·ká Youth Leadership Network's
Washington D.C. Trip
(June 14-20, 2015)
Application**

Please fill out the following information:

Student Full Name:

School:

Parent name:

Parent address:

Parent phone:

Parent email: _____

Grade student will be next year:

Oneida Enrollment Number:

Clan (leave blank if you do not know):

Background: The Onáyote?á·ká Youth Leadership Network (OYLN) is a collaborative effort between several Oneida Tribal departments with the goal of strengthening leadership qualities and encouraging new learning opportunities for Oneida youth. The trip to Washington D.C. will be an educational experience for our students to learn from, have fun, and bring back new knowledge and leadership skills that will allow further contribution to student's respective communities. Anticipated activities include: tours of the National Mall, Smithsonian museums, the United States Capitol Building, and Arlington Cemetery.



Leadership Essay

In 1 page (double-spaced) please attach an essay explaining why you are interested in attending the Onáyote?á'ká Youth Leadership Network's Washington, D.C. Trip. Provide examples of leadership you feel make you a good candidate for the OYLN Trip. Examples of leadership could include participating in team sports, taking care of siblings/family members, involvement in religious organizations, educational extracurricular activities at school, etc. Please include what you plan on learning from the trip and how the experience will help you become a better leader in your community.

Letter of Recommendation (1)

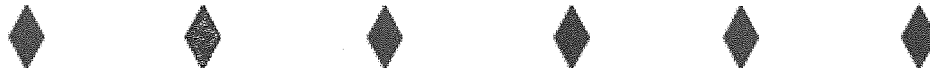
Please attach one letter of recommendation from an individual who can speak on your behalf about your contributions in your community and your potential to benefit from the OYLN Washington, D.C. Trip. This person can be a Y.E.S. Advocate or Specialist, advisor, teacher, coach, family member, employer, church leader, or community member. The letter should be signed by the individual and addressed to the Onáyote?á'ká Youth Leadership Network Selection Committee."

Educational Expectations

Applicants should be aware of educational expectations that go with attending the OYLN trip. Upon acceptance, students will be expected to participate in learning activities, keep a daily journal, and present their experience within the Oneida community. Follow up meetings after the trip may be scheduled to coordinate presentations.

APPLICATIONS ARE DUE (POSTMARKED) BY MAY 22nd. Please complete all application materials. Incomplete applications will not be considered. If you have any questions feel free to contact Jacob Metoxen at (920) 869-2214 ext. 4427. Yawáko.

Hotel Address 1501 Rhode Island Ave. NW Washington D.C., 20005 (202)483-2000



BUDGET

Lodging (Attached)

9 adults (including 2 bus drivers)

5 rooms

12 students

6 rooms

11 rooms @ \$219 each for 6 nights = \$14,454

Transportation (Attached)

Lamers Bus Lines

\$9500.00

Activities (Attached)

Washington National Baseball Game Tickets

Outfield reserved tickets are \$21 x 121 = \$441

IMAX Movie Experience: \$6 x 12 = \$72

Planetarian: \$9 x 12 = \$108

Food

Food Stipend

Each student will receive \$30 a day for food for lunch and dinner with the expectation that breakfast will be provided through hotel.

\$30 x 12 x 6 = \$2160

\$300 dollars will be utilized to purchase snacks and drinks for the bus ride for students and chaperones.

TOTAL=\$ 27035 (\$1,422/person)



Holiday Inn



Oneida Leadership

May 04, 2015

Dear Jacob,

RE: Oneida Leadership

Sincerely,

David Kusnetz

Assistant Director of Sales

Holiday Inn Washington D.C. - Central (White House)

phone: 202-349-3027

fax: 202-797-1078

email: davidk@inndc.com

Room Block

Room	Sun 06/14/2015	Mon 06/15/2015	Tue 06/16/2015	Wed 06/17/2015	Thu 06/18/2015	Fri 06/19/2015	Grand Total
Run of House							
Single	16 \$ 219.00	16 \$ 219.00	16 \$ 219.00	16 \$ 219.00	16 \$ 219.00	16 \$ 219.00	96
Daily Total	16	16	16	16	16	16	96

Holiday Inn Washington D.C. - Central (White House)

1501 Rhode Island Ave., NW

Washington, DC 20005

United States

Tel:



FW: Lamers Bus Lines, Inc. -

Michelle DeBouche (GRB-MC) <michelled@golamers.com>

Mon, Apr 27, 2015 at 2:46 PM

Hi Jacob,

Thank you for inquiring with Lamers Bus Lines. Couple of things. First off, we do not send our 24-passenger mini coach on long distance trips. The vehicle we have available during this time frame, at this point, is our 49-passenger coach bus and to give you an idea on the cost you would be looking at right around \$9500.00 + drivers hotel room.

Does this give you enough information? Is this something that interests you and would you like to know more about our services?

I look forward to your reply.

Thank you,

Michelle

Michelle DeBouche | Charter Sales Consultant | Lamers Bus Lines, Inc.

920.496.3600 ext. 10132 | 1.800.236.1240 ext. 10132

michelled@GoLamers.com | GoLamers.com



-----Original Message-----

Sent: Saturday, April 25, 2015 11:51 AM

To: INFO

Subject: Lamers Bus Lines, Inc. - Contact Us

First Name: Jacob

Last Name: Metoxen

Address:

City:

State:

Zip:

Number Of Passengers: 20

Trip Type: Round Trip

Vehicle Type: Mini-Coach (24-passengers) Service Type:

Upload Itinerary: None

Pick-Up Location Name: Green Bay

Pick-Up Location Address:

Pick-Up Location City: Green Bay

Pick-Up Location State: Wisconsin

Pick-Up Location Zip Code:

Pick-Up Date: June 14, 2015

Loading Time at the pick-up location: 30 minutes Departure time from the pick-up location: Unknown

Destination Location Name: Washington, D.C.

Destination Location Address:

Destination Location City: Washington, D.C.

Destination Location State: District of Columbia Destination Location Zip Code:

Return Date (date you are done with our services): June 21, 2015 Return Time: 6 pm Additional Details:

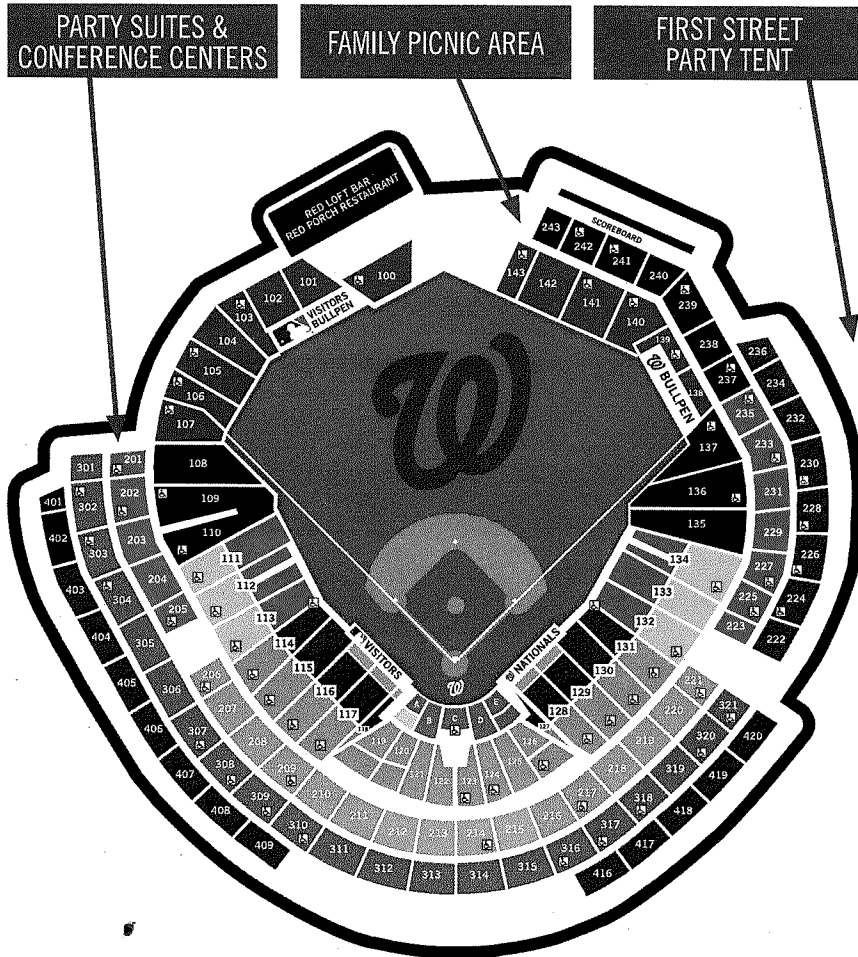
I would like assistance with:

How Did You Find Us:

If Advertisement Please Include Specifics:



WASHINGTON NATIONALS 2015 GROUP TICKET PRICING



	SINGLE GAME**	25-99 TICKETS	100-249 TICKETS	250-499 TICKETS	500+ TICKETS
LEXUS PRESIDENTS SEATS	\$350	\$250 (\$275)	•	•	•
PNC DIAMOND SEATS	\$200	\$175 (\$200)	\$150 (\$175)	•	•
DUGOUT BOX	\$100	\$80 (\$90)	•	•	•
INFIELD BOX	\$75	\$70 (\$75)	\$65 (70)	•	•
BASELINE BOX	\$70	\$65 (\$70)	\$55 (\$60)	\$50 (\$55)	•
BASELINE RESERVED	\$58	\$50 (\$60)	\$47 (\$55)	\$45 (\$50)	\$40 (\$45)
LF/RF CORNER	\$45	\$37 (\$42)	\$35 (\$40)	\$30 (\$35)	\$25 (\$30)
OUTFIELD RESERVED	\$32	\$27 (\$33)	\$25 (\$31)	\$23 (\$29)	\$21 (\$27)
CLUB LEVEL	\$70	\$65 (\$70)	•	•	•
LF/RF MEZZANINE	\$36	\$31 (\$33)	\$27 (\$31)	\$25 (\$29)	\$23 (\$27)
SCOREBOARD PAVILION	\$23	\$20 (\$23)	\$18 (\$21)	\$16 (\$19)	\$14 (\$17)
GALLERY	\$28	\$25 (\$26)	\$20 (\$24)	\$18 (\$22)	\$16 (\$20)
UPPER GALLERY	\$22	\$17 (\$19)	\$15 (\$17)	\$14 (\$16)	\$12 (\$14)
RF TERRACE	\$12	\$10 (\$12)	\$10 (\$12)	\$9 (\$11)	\$8 (\$10)

Seating and pricing subject to change. Seating based on availability.
 Pricing does not apply to Opening Day (4.6) or Yankees games (5.19 & 5.20).
 () Prime and Marquee price * Average single game price across all game tiers, subject to market-based dynamic pricing changes.
 All ticket prices, party suites and seating areas are subject to availability. Group pricing not available at Nationals Box Office.
 All group orders are subject to a \$20 S&H fee.

Ask about our Silver Slugger Suite.

For more information, contact:
 Bryan Miller
 202.640.7694
 bryan.miller@nationals.com



nationals.com/groups

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: 05 / 13 / 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 Business Committee Agenda Request

6. Cover Memo:

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

The BIA has passed new guidelines regarding the Indian Child Welfare Act. As a result, the BIA is now proposing new regulations to strengthen those guidelines. The BIA is accepting comments regarding the proposed Regulations for State Courts and Agencies in Indian Child Custody Proceedings (25 CFR 23) up until May 19, 2015. I have been asked by Chief Counsel as one of the Staff Attorney's that handle Indian Child Welfare Matters to prepare comments to these regulations for the Business Committee's approval. I have reviewed the proposed regulations in detail, have attended a webinar, and most recently attended a meeting with the Wisconsin Department of Children and Families along with other Tribal Attorneys and Indian Child Welfare Workers to discuss the proposed regulations. Attached are the comments prepared to send to the BIA, and I ask for the BC's approval of these comments.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: (920) 869-2214



Oneida, WI 54155



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



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

May 5, 2015

Ms. Elizabeth Appel
Office of Regulatory Affairs & Collaborative Action
Indian Affairs, U.S. Department of the Interior
1849 C Street NW, MS 3642
Washington, D.C. 20240

Re: *Notice of Proposed Rulemaking – Regulations for State Courts and Agencies in Indian Child Custody Proceedings – RIN1076-AF25- Federal Register (March 20, 2015)*

Dear Ms. Appel,

The Oneida Tribe of Indians of Wisconsin is pleased to provide comments on the Notice of Public Rulemaking (NPRM) regarding Regulations for State Courts and Agencies in Indian Child Custody Proceedings. This NPRM was published in the Federal Register on March 20, 2015, pages 14880-14894. The issuance of these proposed rules is long overdue and we commend the Department of the Interior (DOI) and the Bureau of Indian Affairs (BIA) for proposing much needed regulations in this area.

The Indian Child Welfare Act (ICWA), 25 U.S.C. 1901 *et seq.*, was enacted in 1978 in response to a crisis affecting Indian children, families and tribes. Studies revealed that large numbers of Indian children were being separated from their parents, extended families, and communities and placed in non-Indian homes. Congressional testimony documented the devastating impact this was having upon Indian children, families and tribes. As a result, Congress enacted mandatory legal requirements to be followed by state courts who are adjudicating the rights of Indian children and their families who live outside of an Indian reservation.

Although progress has been made as a result of ICWA, out-of-home placement of Indian children is still much greater for Indian youth than it is for the general population and Indian children continue to be regularly placed in non-Indian homes. Compliance with the ICWA by states is erratic and state court decisions are inconsistent. Substantive ICWA regulations that provide rules for its implementation in state courts and by state and public agencies have never been issued. Without guiding regulations, ICWA has been misunderstood and misapplied for

decades. Indian children, families, and tribes, and agencies and courts that implement ICWA need and deserve the clarity that the proposed regulations provide.

BIA has the authority to issue regulations. ICWA vests considerable authority in the DOI and the BIA. ICWA specifically states that the Secretary is authorized to “promulgate such rules and regulations as may be necessary to carry out the provisions of the Act” (25 U.S.C. § 1952). ICWA was designed to establish “minimum federal standards” governing state court proceedings. In the last few decades there have been divergent interpretations of a number of ICWA provisions by state courts and uneven implementation by state agencies. This undermines ICWA’s purpose: to create consistent minimum federal standards. In addition, case law decided since 1979, supports the exercise of regulatory authority by the BIA. Collectively, this provides the BIA with a strong legal justification to act now to address these issues.

The Oneida Tribe of Indians of Wisconsin supports the following provisions in the proposed regulations:

- Requiring that agencies and courts ask in every proceeding whether a child is Indian. This will help ensure that all of our children are identified and accorded ICWA protections.
- Recognition of a tribe’s exclusive authority to determine tribal membership. We very much support the affirmation of this key principle of tribal sovereignty.
- Rejection of the Existing Family Exception. This section ensures that the ICWA will be applied to all Indian children in any child custody proceedings and that no Indian children will be left behind.
- Notice to tribes in voluntary cases. We are *parens patriae* for our children. By providing notice, this ensures that we will be able to assert our jurisdiction (which may be exclusive) and/or intervene in the case if necessary. Notice to the tribe is also critical if the state court is to confirm (as it is required to do) whether the child is an Indian child and covered by the ICWA.
- Defining active efforts to prevent the breakup of Indian families and requiring that such efforts begin immediately. This provision is vitally important to keeping Indian families together, a central and critical purpose of the ICWA.
- Limiting the discretion of state courts to deny transfer of a case to tribal court. Too often state courts refuse to transfer a case because they think that a tribal court will make a decision with which they disagree. The regulations make clear that this is not an appropriate reason to deny a transfer.
- Emphasizing the need to follow the placement preference and limiting the ability of agencies to deviate from the preferences. The failure of state courts and agencies to place Indian children in relative, tribal and Indian homes is one of the biggest problems with the Act’s implementation. Keeping children with their families and within their tribal communities and cultures is vitally important to their well-being and a central purpose of the ICWA.

Although we strongly support these regulations in general, the following are a few recommendations that we wish to make for consideration after consulting with the attorneys for the Tribe that handle our ICWA matters:

- The rationale for the authority to regulate should be carefully explained and individual provisions should be justified with references to supportive cases, state regulations and policies that reflect best practices and legislative history.
- The regulations should explicitly address the *Adoptive Couple v. Baby Girl* case by clarifying that it should not be applied outside of the private adoption context, and providing guidance on how the Supreme Court interpretation of the law should be effectuated in state court and agency practice.
- The definition of domicile should be reviewed and redefined. There is concern regarding the disregard for the father if he is the Indian and resides on the reservation. Some tribes are patriarchal and this definition, giving domicile to the mother, would stand in the face of the cultural traditions of those tribes.
- The definition of Imminent Physical Damage or Harm is very narrow. The current definition only discusses bodily injury or death and does not include a child's mental health or safety. We believe that definition should be expanded as such.
- The definition of Indian Child should make it clear that the child can be eligible in any Tribe and that it does not have to be the same tribe that one or more parent is enrolled in. Sometime parents can be enrolled in more than one tribe and the child is only eligible for enrollment in one. This could result in the parent and child being enrolled in different Tribes. This however does not mean the child is not an Indian child. This clarification is requested based on a court case where opposing council argued that the child had to be eligible for enrollment in the same Tribe as the parent.
- Section 1912(e) of the ICWA references the need for foster care placement and that continued custody by the parent resulting in "serious emotional or physical damage to the child". However, the propose regulations only reference physical damage, and for some reason leaves out emotional damage. The ICWA and the regulations should read the same.
- Section 23.111 speaks to Notice of Subsequent Hearings and requires the use of registered mail to tribes. If the tribes are already noticed and involved in the proceedings, registered mail would not be necessary.

Thank you for the opportunity to comment on these regulations. Once again, we are happy with the issuance of these proposed regulations and urge you to adopt strong ICWA regulations to ensure that the ICWA fulfills its essential purposes of protecting the rights of all Indian children, families, and tribes.

Sincerely,

Cristina S. Danforth
Tribal Chairwoman

Oneida Business Committee Meeting Agenda Request Form

1. Meeting Date Requested: / /

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

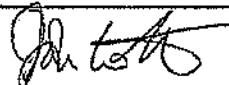
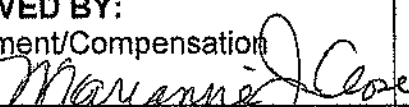


Authorized sponsor (choose one):

Requestor (if different from above):

Additional signature (as needed):

Additional signature (as needed):

- 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 Tribe of Indians of Wisconsin Standard Operating Procedure	TITLE: Request to Post	ORIGINATION DATE: 04/01/2009 REVISION DATE: 1-5-12 EFFECTIVE DATE: Upon last signature
DIVISION: All Divisions and Non-Divisions		
DEPARTMENT: All Departments	APPROVED BY:  Compensation	DATE: 1-5-2012
AUTHOR: Joshua Cottrell	APPROVED BY: Employment/Compensation Director 	DATE: 1-5-2012
PAGE NO: 1 of 2	REVIEWED BY: Compliance Review Team 	DATE: 1-5-2012
PRD-1169	APPROVED BY: HRD Manager 	DATE: 01-06-12

- 1 **PURPOSE:** To establish the standards for Supervisors requesting to post a position through the posting processes.
- 2 **DEFINITIONS**
 - 2.1 **Area Manager (AM):** Requesting supervisor's supervisor.
 - 2.2 **Calendar Days:** Days following consecutively. (i.e. January 1, January 2, January 3.)
 - 2.3 **Human Resources Representative (HRR):** An employee from HRD or those designated by the HR Manager to perform HR functions.
 - 2.4 **Request to Post Form (RTPF):** A form completed by the supervisor to request to post a position.
 - 2.5 **Working Day:** Monday through Friday, 8:00 a.m. – 4:30 p.m.
- 3 **WORK STANDARD**
 - 3.1 Supervisor must submit a RTPF with approval of the Supervisor and Area Manager to fill a vacant position through the posting process for internal and external applicants.
 - 3.1.1 Supervisor may request to post a position internally utilizing the Job Reassignments Posting Work Standards and Procedures.
 - 3.2 First Postings will be open to enrolled Oneida Tribal members only and must be posted for a minimum of 7 calendar days.
 - 3.2.1 Supervisors may request a longer posting to provide more time for advertising.
 - 3.2.2 Transfer dates are five (5) working days from the date the position was posted.
 - 3.3 If the position is not filled during the first posting, the position may move onto the Second Posting.
 - 3.3.1 Second Postings are open to the general public, unless the position must be filled by an enrolled Oneida Tribal member, and must be posted for a minimum of

10 calendar days.

3.3.2 Transfer dates are five (5) working days from the date the position was posted.

3.4 Second Postings are generally posted "Until Filled".

4 PROCEDURES

Supervisor

4.1 Complete and submit a RTPF with approvals up to the Area Manager requesting to post a vacant position to the HRR.

4.1.1 Supervisors should check with their chain of command for any additional approvals needed.

Human Resources Representative

4.2 Determine whether the employee who vacated the position is in the Grievance Process by contacting the Personnel Relations Department. (If applicable)

4.2.1 If the employee is in the grievance process, inform the supervisor that the position cannot be filled on a regular basis until all grievance processes have been exhausted.

4.2.2 Provide supervisor with options such as:

4.2.2.1 Fill position on interim basis,

4.2.2.2 Hire a temporary employee,

4.2.2.3 Provide additional duties for another employee,

4.2.2.4 Supervisor may assume the duties.

4.3 Send job description to supervisor to ensure job description is up-to-date.

4.3.1 Obtain written notification from the supervisor approving the job description or,

4.3.2 Work with the supervisor to update job description.

4.4 Sign RTPF indicating that Personnel Policies and Procedures have been adhered to.

4.5 Post position according to the posting process.

4.6 If the position is not filled during the first posting, the position may move onto the second posting.

4.6.1 The original RTPF is used for second postings. No additional forms or approvals are required.

5 REFERENCES

5.1 Request to Post Form (RTPF)

5.2 Posting Position for Terminated Employees SOP

5.3 Job Reassignments Posting Work Standards and Procedures

ONEIDA TRIBE OF INDIANS OF WISCONSIN

Human Resources Department

JOB DESCRIPTION

APPLY IN PERSON AT:

Human Resource Department
909 Packerland Drive
Green Bay, WI 54303



OR MAIL TO:

Human Resource Department
P.O. Box 365
Oneida, WI 54155-0365

Phone: (920) 496-7900

Fax: (920) 496-7490

Job Line: 1-800-236-7050

APPLY ONLINE AT:

<http://oneida-nsn.gov>

POSITION TITLE: Assistant General Manager Operations
POSITION NUMBER: 00713
DEPARTMENT: Administration
LOCATION: 2100 Airport Drive, Green Bay WI
DIVISION: Gaming
RESPONSIBLE TO: Gaming General Manager
SALARY: E09 \$76,558/Annually (NEGOTIABLE DEPENDING ON EDUCATION & EXPERIENCE)
 (Employees will receive 5% below the negotiated pay rate during their probationary status.)
CLASSIFICATION: Exempt
POSTING DATE:
CLOSING DATE:
Transfer Deadline:
Proposed Start Date: As Soon As Possible

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Oneida Tribe of Indians of Wisconsin does not discriminate on the basis of race, color, national origin, sex, religion, age or disability status in employment or the provision of services. However, individuals of Indian ancestry and Veterans will be given preference by law in initial employment or re-employment.

POSITION SUMMARY

Under direct supervision of the Gaming General Manager, is responsible for the optimum performance of profit making entities at Oneida Casino. Responsible for providing leadership direction and management focus for profit driven departments. Responsible for participating in and contributing to strategic planning activities and providing best support practices for all gaming operational entities. Establish and maintain the delivery of excellent customer service as top priority for all employees by embracing our strategic plan. Responsible for staffing all operational entities with qualified and competent personnel. Perform all personnel related activities with our Vision, Mission, and Values as guiding forces. Maintains confidentiality of all privileged information. Continuation of this position is contingent upon funding allocations.

DUTIES AND RESPONSIBILITIES:

1. Provides excellent customer service for all internal and external customers of our operational entities at all times and in all activities. Establish and maintain effective working relationships with all internal and external customers of Oneida Gaming operations. Develop solutions for customer concerns and continually focus on customer service delivery as our top priority.
2. Provide leadership direction for all Profits Operations. Responsible for achieving all goals established for profit operations areas. Participate and input into senior management activities, inclusive of, but not limited to: strategic planning, budget development, and performance review processes. Ensure personnel policies and procedures are developed, implemented, utilized and effective. Ensure effective human resources practices are in place and adhered to. Ensure employee performance review, coaching, development and recognition activities are in place and utilized effectively. Continually focus on improvements in all human resources activities to ensure personnel growth and organizational effectiveness is continually addressed. Oversee gaming management in absence of Gaming General Manager as assigned.

JOB DESCRIPTION
ASSISTANT GENERAL MANAGER OPERATIONS
Page 2

DUTIES AND RESPONSIBILITIES: (Cont.)

3. Ensure all Profit Operations personnel understand their duties and responsibilities and have the resources available to carry them out. Responsible to establish performance measures for all activities of Profit Operations. Monitor work performance and take corrective actions to ensure the responsibilities of Profit Operations personnel are carried out. Maintain efficient management of the daily operational budget and all fiduciary concerns of the Profit generating entities. Ensure all personnel adhere to all established personnel policies and procedures and departmental standard operating procedures. Manage all employees in operational entities and hold them accountable for providing excellent customer service as well as performing all expected job duties.
4. Continually assess and analyze all work performance activities for the purpose of continually improving in any area. Ensure systems and people are aligned to get results established in all areas. Make improvements as needed and recommend needed improvements to all Senior Management personnel.
5. Responsible to develop, maintain, and facilitate effective relationships, communication processes and activities for all personnel of Profit Operations, all gaming employees, and all other internal and external customers. Ensure all goals, strategies; expectations and all profit personnel understand performance measures. Ensure Profit Operations generates reports for appropriate personnel in a timely and effective manner. Ensure established procedures, and processes are utilized at all times to ensure maximum understanding and coordination is in place. Conduct regular department meetings to ensure effective communications take place. Ensure communication is effectively occurring among all members of Senior Management personnel.
6. Responsible for compliance to all regulatory requirements in all operational areas at all times. Work closely with Gaming General Manager in establishment of needed results of this key area. Ensure all personnel are trained in and understand all regulatory, audit, and legal regulations or laws and practices. Represent Gaming management at meetings, in reporting, or any forum intended to address regulatory compliance of Oneida Gaming. Audit compliance results and take decisive corrective actions of non-compliant situations.
7. Ensure all areas are staffed with qualified and competent personnel. Supervise work activities of direct reports and ensure alignment exists to: achieve needed results, empower capability of completing tasks and make subsequent corrective or recognition actions.
8. Emphasize teamwork and the importance of being a team player to maintain control and implement a smooth functioning work force at all times.
9. Ensure timely and thorough staffing, training, or any pertinent decisions are made to ensure implementation or transitions to any new entity have minimum impact to daily operations. Responsible for the leadership and management of the Profit Operations for Oneida Gaming Operations. This includes: Slot Operations, Table Games Operations, Bingo Operations, Pari-Mutuel Operations, and future Profit endeavors.
10. Ensure standards of excellence are developed, implemented, and maintained for all Profit department operations at all locations.
11. Ensure all areas of Profit operations make selection, placement and change decisions and plans based on established performance expectations and results.
12. Utilize industry standards, best industry practices, and available resources to continually maintain an effective product mix.
13. Establish and implement process for continual assessment of play on floor and implement dynamic decision making to ensure profitability is maximized.
14. Ensure Profit operations make procurement, replacement and upgrade decisions and plans based on established performance expectations and results. Take corrective actions as needed in all areas of responsibility.
15. Work closely with Gaming Senior Management personnel in the decision-making, development of and implementation of new profit making entities for gaming operations.
16. Ensure budget development and daily budget management are understood and practiced continually in all areas. Work closely with General Manager in establishment of needed results in all key areas.
17. Establish positive working relationships with all Gaming personnel.
18. Contributes to a team effort and accomplishes related results as required.
19. Prepare and coordinate monthly reporting requirements for all Operational areas.
20. Ensure effective communication to all involved personnel for all projects in operational areas. Ensure training is in place for all Profit Department personnel and effectiveness of training evaluated Ensures all customer relations activities are driven by those established standards of excellence. Make improvements and provide excellent customer service at all times to include, but not limited to addressing customer and employee needs courteously and promptly.
21. Maintain strict department security, confidentiality, and quality to meet professional standards of the department.

JOB DESCRIPTION
ASSISTANT GENERAL MANAGER OPERATIONS
Page 3

DUTIES AND RESPONSIBILITIES: (Cont.)

22. Adhere to all Tribal Personnel Policies and Procedures, Tribal Standard Operating Procedures, and Area and Program Strategic Plans and Policies.
23. The above duties and responsibilities are not an all-inclusive list but rather a general representation of the duties and responsibilities associated with this position. The duties and responsibilities will be subject to change based on organizational needs and/or deemed necessary by the supervisor.

PHYSICAL REQUIREMENTS/WORK ENVIRONMENT:

1. Frequently sit, stand and walk.
2. Occasionally bend/stoop, squat, climb heights, reach above shoulder level, crouch, balance and push/pull and carry and lift up to twenty-four (24) pounds.
3. Work is generally performed in an office setting with moderate noise level. Work is occasionally performed in a casino setting with a higher noise level and where cigarette smoke is prevalent.
4. Work environment is **NOT** smoke, noise, or dust free.
5. Evening, holiday, and/or weekend work may be required. Extended hours and irregular shifts may be required.
6. A Tuberculosis (TB) Screening and/or TB Skin Test is required within thirty (30) days of employment and annually thereafter as required.

STANDARD QUALIFICATIONS:

1. Knowledge and experience in development and monitoring of multiple departmental budgets.
2. Knowledge and experience in development and implementation of Department Standard Operating Procedures.
3. Knowledge and experience in short and long term planning to meet the needs of multiple departments.
4. Knowledge and experience in creating WIN/WIN negotiations.
5. Knowledge and experience in setting goals, developing strategies and schedules for meeting goals and anticipating obstacles and alternative strategies. Must be able to develop goals and objectives in the range of three (3) to five (5) years.
6. Knowledge and experience in development and implementation of measurable performance criteria for departments.
7. Knowledge of Project Management disciplines and continuous improvement process.
8. Knowledge and understanding of and ability to develop, plan implement monitor and evaluate division level budgets.
9. Skill in analytical, numerical, statistical reasoning and decision-making.
10. Skill in operating business computers and office machines, including in a Windows environment, specifically Word, Excel, Access, and presentation software (such as PowerPoint).
11. Ability to deal with the general public and tribal employees with tact, courtesy, respect objectivity and maturity.
12. Ability to process information effectively to learn new material, identify and define problems and to make decisions.
13. Ability to plan, organize and schedule priorities efficiently and effectively and work well under pressure.
14. Ability to employ a management style that advocates team work and cooperation.
15. Ability to be a team player and emphasize teamwork to maintain control and a smooth functioning workforce at all times.
16. Ability to initiate action, directs the activities of individuals and groups, and adapt personal leadership strategies to different situations.
17. Ability to assign responsibilities and tasks to others and establish effective controls to ensure employees have the necessary resources and authority to carry out assignments.
18. Ability to work extended hours and various work schedules.
19. Ability to develop and implement measurable performance criteria for department.
20. Ability to inform and communicate verbally and in writing in diverse and challenging situations with the ability to process information effectively, identify and define problems and make objective decisions.
21. Must adhere to strict confidentiality in all matters. **(Must sign a confidentiality statement prior to employment.)**
22. Must be willing and able to obtain additional education and training.
23. Must pass a pre-employment drug screening. Must adhere to the Tribe's Drug and Alcohol Free Workplace Policy during the course of employment.
24. Must pass a background security check with the Oneida Tribe in order to meet the Employment Eligibility Requirements, Tribal/State Compact and/or Oneida Nation Gaming Ordinance as they pertain to the position. A temporary license or Gaming License issued by the Oneida Gaming Commission is required as a condition of employment and continuing employment within the Oneida Tribe's Gaming Division.
25. A valid driver's license, reliable transportation and insurance are required. Must obtain a Wisconsin driver's license within thirty (30) days of employment if applicant has an out-of-state driver's license. Must be authorized as eligible to operate a personal vehicle under the Oneida Tribe's Vehicle Driver's Policy prior to actual start date. Must maintain driver's eligibility as a condition of employment.

JOB DESCRIPTION
ASSISTANT GENERAL MANAGER OPERATIONS

Page 4

PREFERRED QUALIFICATIONS:

Applicants please clearly state on the application/resume if you meet these qualifications.

1. Master's Degree in Business Administration, Business Management or Organizational Development.
2. Knowledge of Project Management disciplines and continuous improvement process.

MINIMUM QUALIFICATIONS:

1. Must be eighteen (18) years of age or older.
2. **Must be an enrolled member of the Oneida Tribe of Indians of Wisconsin.**
3. Bachelor's Degree in Business Administration, Business Management, Organizational Development or closely related field.
4. Seven (7) years successful business and management experience is required to include; five (5) years in a for profit management position; and to include five (5) years in a supervisory capacity. A working knowledge of Gaming regulatory requirements and customer service experience; and/or equivalent combination of education and experience may be considered.

ITEMS TO BE SUBMITTED:

1. **Must provide a copy of Diploma, License, Degree or Certification upon employment.**



REQUEST TO POST FORM

Please ensure all information is complete. Print this form and obtain needed signatures.

Please Note: First postings are open to enrolled Oneida Tribal members only and will be posted for a minimum of seven (7) calendar days. Second postings are open to all applicants and will be posted for a minimum of ten (10) calendar days.

Requestor's Name: Division:

Department: Phone/Ext.: Position #:

Position Title: # of Positions Requesting to Fill:

Name of employee(s) who vacated this position:

Is this position funded by Grant Monies: If "YES" or "PARTIALLY" then what % is funded from Grants?:

Date Grant Ends: Account Code or GL Code: (Example: XXX.XXXXXX-XXX-XXXXX-XXX)

Is this a: Request to post **OR** Internal Posting

If requesting to post longer than the minimum days required (see above), please indicate how many calendar days:

Please provide additional comments. E.g. Post 2 part-time, or half time, etc.

Requesting Supervisor: Date:

Area Manager: Date:

Signature/Title: Date:

COMPLETE THIS SECTION IF RE-POSTING

Reason for Re-posting: Changes to job description?

HR Representative's initials confirm: Date:

- Necessary paperwork is completed.
- Job Description is up to date
- Within approved workforce levels.
- Policy has been adhered to.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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:

Nine requested actions are listed in the attached memo.

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:

Please see attached

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Tribe of Indians of Wisconsin

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.



P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040



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

MEMORANDUM

DATE: May 4, 2015

TO: Oneida Business Committee

FROM: Lisa Summers, Tribal Secretary

SUBJECT: Business Committee Follow-Ups

Background:

At the Business Committee Work meeting on May 4, 2015, the Business Committee reviewed a listing of follow ups from the previous Business Committee meetings. Updates on outstanding items were provided. Assignments for additional follow up were made.

The listing has been reformatted and updated to include follow-ups from the April 22, 2015, Business Committee meeting. The listing will be maintained by the Tribal Secretary's Office and will be saved on the G:\ in order for everyone to have access to view.

The updated listing is attached. Please note that dates highlighted in red are "past due", dates highlighted in green are upcoming with the next 15 days, and dates highlighted in yellow are upcoming in the next 45 days. These highlights automatically update in the excel document.

Requested Action:

For tracking purposes and clarity, these are the requested actions:

1. To direct Vice-Chairwoman Melinda J. Danforth and Councilwoman Jennifer Webster to follow up with the Comprehensive Health Division Director on the outstanding Long-term compensation for Health Care Providers and Professionals plan as originally directed at March 12, 2014, Business Committee meeting.
2. To direct Secretary Lisa Summers and Treasurer Trish King to follow up with the Human Resources Department (HRD) Area Manager by directing that outstanding the quarterly Strategic Workforce Planning reports, originally directed at the October 22, 2014,

Business Committee meeting, be incorporated into the HRD Area Manager's quarterly report.

3. To direct Councilman Tehassi Hill and Councilwoman Fawn Billie, as liaisons to the Environmental Resources Board (ERB) , to follow up with ERB bringing back to the Business Committee the training solutions for new ERB members as directed at the February 11, 2015, Business Committee meeting.
4. To direct Treasurer Trish King to follow up with the Chief Financial Officer (CFO) by directing that the outstanding quarterly reports on the financial impact report of the new health care rates, originally directed the October 22, 2014, Business Committee meeting, be incorporated into the CFO's bi-monthly report, with the understanding that this would no longer be a quarterly report.
5. To direct Secretary Lisa Summers complete the follow up with the Brothertown Indian Nation, originally directed at the March 25, 2015, Business Committee meeting, by the June 10, 2015, Business Committee meeting.
6. To direct Treasurer Trish King to follow up with the Chief Financial Officer (CFO) on the Treasurer's Report training, originally directed at the January 14, 2015, Business Committee meeting.
7. To direct Chairwoman Tina Danforth to follow up, in writing, with API to request and update on the status of the housing investigation, originally directed at the January 14, 2015, Business Committee meeting.
8. To direct Secretary Lisa Summers to work with Petitioner Michelle Danforth to provide an update on the status of the petition to the Business Committee by the June 10, 2015, Business Committee meeting.
9. To direct Councilwoman Fawn Billie and Councilman David Jordan to follow up with Higher Education on the status of the funding changes project, originally directed at the August 13, 2014, Business Committee meeting.

Attachments:

BC Meeting Follow-Ups.xlsm

Last Updated On: 05/07/2015

Actual Due Date	Required BC Meeting Date	Last action taken Date	Agenda Item Title	Agenda Item Content	Comments
10/01/2014	10/08/2014	07/23/2014	Long-term compensation for health care providers and professionals	<p>Excerpt from July 23, 2015: Motion by Patty Hoeft to defer develop long-term for compensation for health care providers and professionals to improve retention and replace trade back for cash requests to the October Business Committee meeting, seconded by David Jordan. Motion carried unanimously.</p> <p>Excerpt from June 11, 2014: Motion by Patty Hoeft to approve a 30 day extension, seconded by Paul Ninham. Motion carried unanimously.</p> <p>Excerpt from May 5, 2014: Motion by Greg Matson to support the request from the Oneida Health Center management to increase the providers' wage increase and to come back to the Oneida Business Committee with an update of the long term plan for retention based upon the Health Center and Human Resource Department teams recommendation in 30 days, seconded by Paul Ninham. Motion carried with one abstention and two opposed.</p> <p>Excerpt from March 12, 2014: Amendment to the main motion by Melinda J. Danforth to direct the Oneida Health Division Directors to come back with a long-term solution to this problem, so that we don't see this request next year and that they work in conjunction with the Human Resources Department and bring that recommendation back to the Business Committee within three months, seconded by Patty Hoeft. Motion carried unanimously.</p>	Update on 05/05/2015: Melinda J. Danforth and Jennifer Webster to follow up.
01/01/2015	01/14/2015	10/22/2014	Strategic Workforce Planning	<p>Excerpt from October 22, 2014: Motion by Melinda J. Danforth to approve and implement the Strategic Workforce Planning proposal and direct quarterly reports starting in January 2015, seconded by Jenny Webster. Motion carried unanimously</p>	Update on 05/05/2015: Lisa Summers and Trish King to follow up to have HRD incorporate this into their quarterly reports.
02/25/2015	02/25/2015	02/11/2015	Appoint Shawn Skenandore to the Environmental Resource Board	<p>Excerpt from February 11, 2015: Motion by Lisa Summers to defer this to the next regular Business Committee meeting and have ERB bring back their information on how they can come up some solutions to the training aspect, seconded by Brandon Stevens. Motion carried unanimously.</p>	Update on 05/05/2015: Tehassi Hill and Fawn Billie to ERB to follow up

Last Updated On: 05/07/2015

Actual Due Date	Required BC Meeting Date	Last action taken Date	Agenda Item Title	Agenda Item Content	Comments
03/11/2015	03/11/2015	10/22/2014	Self-Funded Health Insurance Rates	<i>Excerpt from October 22, 2014: Motion by Trish King request an ongoing report on financial impact of the implementation of the new health care rates on a quarterly basis with the first report being due at the first Business Committee meeting in March 2015, seconded by Tehassi Hill. Motion carried unanimously</i>	Update on 05/05/2015: Trish King to follow up with CFO to incorporate this into his bi-monthly report.
05/08/2015	05/27/2015	04/08/2015	Petition: Genskow-Special GTC meeting to address three resolutions	<i>Excerpt from April 8, 2015: Motion by Jennifer Webster to accept the verified petition submitted by Madelyn Genskow; to send the verified petition to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance, and Legislative Reference offices to submit the analyses to the Tribal Secretary's office within 60 days, and that a progress report is submitted in 45 days; to direct the Direct Report offices to submit the appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Lisa Summers.</i>	
05/08/2015	05/27/2015	01/25/2015	Packers Contract preformance repooort	<i>Excerpt from January 28, 2015: Motion by Lisa Summers to direct Chair's office to bring a comprehensive report to the Oneida Business Committee regarding the performance of the Packers Contract, including a presentation to General Tribal Council for the July 2015 Semi-Annual meeting, with the information we are able to disclose in accordance with the contract, seconded by Melinda J. Danforth. Motion carried unanimously.</i>	Update on 05/05/2015: Per Tina Danforth, Mary Graves is working on this.

Last Updated On: 05/07/2015

Actual Due Date	Required BC Meeting Date	Last action taken Date	Agenda Item Title	Agenda Item Content	Comments
05/13/2015	05/13/2015	04/08/2015	Update Performance Benchmarks for GGM	<p>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</p> <p>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.</p>	
05/13/2015	05/13/2015	04/08/2015	Update Performance Benchmarks for Chief Counsel	<p>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.</p> <p>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.</p>	

Last Updated On: 05/07/2015

Actual Due Date	Required BC Meeting Date	Last action taken Date	Agenda Item Title	Agenda Item Content	Comments
05/13/2015	05/13/2015	04/22/2015	Accept the Oneida Personnel Commission FY '15 2nd quarter report	<i>Excerpt from April 22, 2015: Motion by Lisa Summers to defer the Oneida Personnel Commission FY '15 2nd quarter report back to the Chairperson of the Commission for clarification on the fourth paragraph of the Chairwoman's Personal Comments section, seconded by Jennifer Webster. Motion carried with one abstention.</i>	
05/08/2015	05/27/2015	04/08/2015	Petition: Genskow-Special GTC Saturday GTC meeting to address four resolutions	<i>Excerpt from April 08, 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</i>	
05/23/2015	06/10/2015	04/08/2015	Petition: Genskow-Special GTC meeting to address three resolutions	<i>Excerpt from April 8, 2015: Motion by Jennifer Webster to accept the verified petition submitted by Madelyn Genskow; to send the verified petition to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance, and Legislative Reference offices to submit the analyses to the Tribal Secretary's office within 60 days, and that a progress report is submitted in 45 days; to direct the Direct Report offices to submit the appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Lisa Summers.</i>	
06/07/2015	06/24/2015	04/08/2015	Housing action plan for Audit Finding	<i>Excerpt from April 8, 2015: Motion by Lisa Summers to direct the Housing Director to bring back an action plan within 60 days for the item listed in the Audit Committee regular meeting minutes for February 12, 2015 under IV. Old Business 2. Housing Audit Concern and how it will be achieved, seconded by Jennifer Webster. Motion carried unanimously.</i>	

Last Updated On: 05/07/2015

Actual Due Date	Required BC Meeting Date	Last action taken Date	Agenda Item Title	Agenda Item Content	Comments
06/07/2015	06/24/2015	04/08/2015	Petition: Genskow-Special GTC meeting to address six resolutions	<i>Excerpt from April 8, 2015: Motion by Motion by Lisa Summers to accept the legislative analyses for Resolutions 1-6 and provide an additional 60 days for the Law and Finance offices to complete their portions of the analyses, seconded by Jennifer Webster. Motion carried unanimously.</i>	
06/07/2015	06/24/2015	04/08/2015	Petition: Genskow-Special GTC meeting to address three resolutions	<i>Excerpt from April 8, 2015: Motion by Jennifer Webster to accept the verified petition submitted by Madelyn Genskow; to send the verified petition to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial, legislative and administrative analyses to be completed; to direct the Law, Finance, and Legislative Reference offices to submit the analyses to the Tribal Secretary's office within 60 days, and that a progress report is submitted in 45 days; to direct the Direct Report offices to submit the appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Lisa Summers.</i>	
06/21/2015	07/08/2015	04/22/2015	Joint Marketing Team charter	<i>Excerpt from April 22, 2015: Motion by Lisa Summer to defer this item for 60 days, seconded by Fawn Billie. Motion carried unanimously. Excerpt from January 14, 2015: Motion by Lisa Summers to direct the Joint Marketing Team to become a formally chartered entity for the operations and with our corporate entities within 90 days and that the Treasurer take the lead for the Business Committee since it has primarily to do with the financial planning aspect and the budgeting purposes, seconded by Jennifer Webster. Motion carried unanimously.</i>	

Last Updated On: 05/07/2015

Actual Due Date	Required BC Meeting Date	Last action taken Date	Agenda Item Title	Agenda Item Content	Comments
06/30/2015	07/08/2015	01/14/2015	Reorg of EHS, DOLM & Housing	<p>Excerpt from January 14, 2015: (1) Motion by Melinda J. Danforth to take this item from the table, seconded by Fawn Billie. Motion carried unanimously. (2) Motion by Melinda J. Danforth to defer this request to the Business Committee strategic direction that deals with Reorg and that this should be completed by the end of the third quarter, seconded by Lisa Summers. Motion carried unanimously.</p> <p>Excerpt from November 26, 2014: Motion by Jenny Webster to table this item, seconded by Brandon Stevens. Motion carried unanimously.</p> <p>Excerpt from September 10, 2014: Motion by Lisa Summers to defer the Update on reorganization of Environmental, Health & Safety Division, Division of Land Management and Housing to a work meeting of the Business Committee scheduled for Thursday, September 25, seconded by Jenny Webster. Motion carried unanimously.</p> <p>Excerpt from August 13, 2014: Motion by Vince DelaRosa to defer update on reorganization of Environmental, Health & Safety Division, Division of Land Management and Housing to the new council for their consideration, seconded by Tina Danforth. Motion carried with one opposed.</p>	

Last Updated On: 05/07/2015

Actual Due Date	Required BC Meeting Date	Last action taken Date	Agenda Item Title	Agenda Item Content	Comments
07/08/2015	07/22/2015	04/08/2015	Medicare Part B research	<p>Excerpt from April 08, 2015: Motion by Melinda J. Danforth to defer the Medicare Part B research back to the Comprehensive Health Division Directors and to comeback with a report in 90 days that researches the opportunities we would have to provide insurance to those individuals of 65 and over that are Oneida Tribal members and have a work meeting with the directors to clarify and develop the scope, seconded by Lisa Summers. Motion carried unanimously</p> <p>Excerpt from February 11, 2015: Motion by Melinda Danforth to accept the Oneida Nation Commission on Aging report and that the request from ONCOA regarding researching whether or not the Tribe should pay for Medicare Part B benefits for Tribal members who use the Oneida Health Center be assigned to the Comprehensive Health Division Directors to research and bring back in 60 days, seconded by Lisa Summers. Motion carried unanimously.</p>	
NONE	N/A	04/22/2015	Appoint Dakota Webster, Gerald Jordan, Gerald Cornelius, and Nicole Steeber to the Environmental Resource Board	<p>Excerpt from April 22, 2015: Motion by Trish King to appoint Gerald Jordan and Nicole Steeber to the Environmental Resource Board and defer the other recommendations back to the Tribal Chairwoman's office to work with the Environmental Resource Board on a recommendation for the Oneida Business Committee's final approval, seconded by Brandon Stevens. Motion carried with one opposed and one abstention.</p>	
NONE	N/A	03/25/2015	Brothertown Indian Nation to discuss Brothertown Collection	<p>Excerpt from March 25, 2015: Motion by Melinda J. Danforth to defer to the Tribal Secretary's office to follow-up with the Brothertown Indian Nation to discuss Brothertown Collection at an alternative date, seconded by Tehassi Hill. Motion carried unanimously.</p>	Update on 05/05/2015: Lisa Summers working on this

Last Updated On: 05/07/2015

Actual Due Date	Required BC Meeting Date	Last action taken Date	Agenda Item Title	Agenda Item Content	Comments
NONE	N/A	01/14/2015	Treasurer's Report training	<i>Excerpt from January 14, 2015: Motion by Melinda J. Danforth to direct the Chief Financial Officer to develop a training session for the organization on how to interpret the Treasurer's Report, seconded by Tehassi Hill. Motion carried unanimously.</i>	Update on 05/05/2015: Trish King to follow up with CFO.
NONE	N/A	01/14/2015	Status of Housing Investigation	<i>Excerpt from January 14, 2015: Motion by Melinda J. Danforth to request the Chairwoman to follow up with API to request an update on this issue, seconded by Trish King. Motion carried unanimously.</i>	Update on 05/05/2015: Tina Danforth to follow up with API

Last Updated On: 05/07/2015

Actual Due Date	Required BC Meeting Date	Last action taken Date	Agenda Item Title	Agenda Item Content	Comments
NONE	N/A	12/10/2014	Petitioner Michelle Danforth: To change the Oneida Constitution and By-Laws in regards to membership	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	Update on 05/05/2015: Lisa Summers to follow up and update petitioner.
NONE	N/A	08/13/2014	Higher Education funding changes	<p>Excerpt from August 13, 2014: Motion by Vince Delarosa request the BC to direct the proposed Higher Education changes be put on hold until 1) A legal review and legislative analysis are completed and 2) A notice of the amendments and the effects of the amendments are provided to the GTC at an Annual or Semi-Annual meeting, seconded by Brandon Stevens. Motion carried unanimously.</p>	Update on 05/05/2015: Fawn Billie and David Jordan to follow up. The next available meeting would be the January 2016 Annual GTC meeting.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 5 / 13 / 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: Rae Skenandore, President Woodland Indian Art, Inc
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Woodland Indian Art Board
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

A request.

Background/history

A shared vision of increased volunteerism.

Action requested

Commitment to volunteer one hour of time from each Business Committee member and staff as a show of support for this community event.

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



Dear Business Committee Members,

Woodland Indian Arts Inc., is a 501 ©3 tax-exempt nonprofit organization with an all-volunteer board. The Board and the Members of Woodland Indian Arts Inc. have come together for a common purpose. We believe that art is inherent to native culture and the preservation of our art is fundamental to the perpetuation of our culture.

Our Values

- We value Native American artists for their role in preserving our culture and native identity.
- We value volunteerism as an indicator that individuals want to give back and take pride in their community. Our by-laws require individuals to have volunteered in order to become a member. Only members are eligible to serve on the board.
- We value partnerships and relationships with Tribes, States, and communities. It is only through collaboration that we can succeed and achieve our mission.
- We value Native American Art as an important component in the economy of Tribal communities.

Our Mission

Our Mission is to expand the awareness and appreciation of Woodland Indian Arts and Culture through education, events and markets. To accomplish this, we hold an annual Woodland Indian Art Show and Market. June 12th – 14th, 2015 marks our 9th year of hosting this event.

Our Request

In 2014, the Oneida Business Committee developed the seven practical visions based on the four strategic directions. One element of that vision included increased volunteerism. As one of our values, we share that vision. We would like to invite you and your assistants, to individually give one hour of volunteer time in support of the Woodland Indian Art Show and Market.

While Oneida is the host community, the Woodland Indian Art Show and Market is open to all Woodland Indian Tribes and Artists. Part of what we envision for our future is to gather representation from all Woodland Tribes. With that said, one of the first steps in our growth is obtaining the participation of all the Tribes in Wisconsin. To help achieve that, we have scheduled Friend-raisers in Bad River and Red Cliff to raise awareness and recruit artists. During that time we will also be meeting with NATOW. We would like you to know that we are also extending the same invitation to volunteer to those communities & organizations.

We hope that you can join us for these events and give of your time to support us. Below are some of the areas where we would welcome your assistance. Thank you, we look forward to your participation and your future membership.

Volunteer & Donation Opportunities

Name _____ Phone _____

Email _____

1. Bake Sale at Oneida Bingo on May 2, 2015

Yes, I will be willing to work at the bake sale _____

Yes, I will be donating baked goods/supplies _____

Yes, I would like to make a donation of \$ _____

Session time: Morning 9 am _____ Evening 4pm _____ Nite Owls 8pm _____

2. Art Show and Market Volunteer schedule. June 12-14. Please Indicate Preferred Time & Duties.

Time	Friday	Saturday	Sunday
8:00			
9:00			
10:00			
11:00			
12:00			
1:00			
2:00			
3:00			
4:00			
5:00			
6:00			
7:00			

Duties	
Programs	
Registration	
Raffle	
Survey	
Donations	
Floater	

Contact Information

Please contact or email

Student Volunteer Elizabeth Rice 715-699-0168 and leave a message or contact her at emrice78@gmail.com

PRACTICAL VISION

Engaged Community

G.T.C. better understanding of the BC
 Community based facilities (health, socialization, rec)
 Community actively engaged
 Participation (youth, elders, leaders)
 Youth leadership program (civic engagement)
 Reinstating community volunteerism
 Being involved in the community
 Lead by example - more activities with & for the youth - be a part of those activities
 More engaged G.T.C. - better informed

Accountable & Effective Government

Laws that effectively defend & enhance our sovereignty & are enforced
 Government structure that is clear & culturally relevant
 Measurements to create/drive accountability
 Clearly communicated vision
 BC "infrastructure" done or almost done (own/policy/rules)
 Smooth transition "Hit the ground running"
 Outreach v sending message
 Trust accountability teamwork
 Enforcement - laws
 Quality control for policies/laws
 Better communication on all levels - BC, direct reports, community, 2nd floor assistants
 Budget driven by values/plan
 Positive organizational culture
 Complete re-organization

Leaders Who Promote Positive Social Change

Happiness (smiling, laughing, hugging)
 Caring & encouraging
 Comfortable environment - laughter, handshakes
 Healthy (people, water, environment)
 Community unity
 Increased well-being
 Oneida Pride
 Sense of Pride to be Oneida
 Reflection of pride and joy
 Happy people "love"
 Laughter
 Respectful of each other

Living a Good Mind Kanikuhliyo

Cohesiveness
 Trust, accountability, team work
 Lead by action re: language - introduce ourselves
 No more status quo
 Better defined roles "know when to slow it" (for BC, Youth, etc.)
 Set the bar for all other BCs to come
 Collaboration is a norm

Volunteerism

Increased volunteerism
 Increased volunteering
 Volunteerism

Longterm Sustainability Plans

Hobart strategy is practiced
 Language & culture - funding and increased participation
 Increased funding for language & cultural heritage
 Increased language
 Oneida language
 Food sovereignty
 Food security
 Housing opportunities
 OBC unity in language increase
 Teacher/Student recognition
 Accountability - language teacher contracts

Create Economic Systems

Better corporate structure
 Economic strategies
 Agriculture
 Restaurant - downtown Oneida
 Farm to table initiatives
 More affordable housing
 Financial stability - priority driven budget

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 15

2. General Information:

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

Request for approval/signature of IHS MOA

Agenda Header: New Business

Accept as Information only

Action - please describe:

MOA between the IHS and Oneida Tribe for the construction of sanitation facilities to serve scattered sites. Per the attached Oneida Law Office contract review #2015-0386 requesting the BC approval prior to execution, pursuant to the terms of the MOA. Chairperson to sign pursuant to due authorization by the Oneida Business Committee.

3. Supporting Materials

Report Resolution Contract

Other:

1. Oneida Law Office Review #2015-0386

3. MOA for BE-15-J50 Scattered Sites

2. Letter from IHS Engineer

4. Project Summary #BE-15-J50

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Bruce Danforth, Asst. Division Director/Development Operations

Primary Requestor: Dennis Johnson, CWS Project Manager
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Katherine Jordan, CWS Admin.
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: Chairwoman Cristina S. Danforth, OBC Members
From: Katherine Jordan, Community Well & Septic
Date: May 6, 2015
Subject: MOA for IHS Project #BE-15-J50 Scattered Sites

The attached documents are two copies of the Memorandum of Agreement (MOA) for Indian Health Service Project BE-15-J50 Scattered Sites. The purpose of this MOA is a legal document that outlines the responsibilities of the Oneida Tribe and IHS under this new project. Please see attached documents that have approval by the Oneida Law Office #2015-0386.

Scattered sites projects are to serve enrolled tribal members who's sites qualifies for new construction and are building within the Oneida Reservation boundaries. Each site qualifies for \$25,000. grant for water and wastewater facilities installation.

Requesting your review and approval for the enclosed two (2) original copies.

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

Katherine A. Jordan

From: Oneida Law
Sent: Monday, April 27, 2015 9:45 AM
To: Katherine A. Jordan
Subject: We have received your contract

Your U.S. Indian Health Service-Bemidji Area-IHS Project BE-15-J50 MOA contract has been received and assigned to an attorney. When making inquiries about this contract, please reference the assigned file number: 2015-0386.

Please allow 10 business days for the legal review. Should you need an immediate review, please contact the Oneida Law Office at 869-4327. Keep in mind that this does not include time for obtaining a review from Central Purchasing, the appropriate signatures and processing by Central Purchasing and/or Accounting. The approval process may take additional time should the contract need Gaming Commission and/or Business Committee approval.

Yaw^ko (Thank you).

Oneida Law Office
N7210 Seminary Road
Post Office Box 109
Oneida, WI 54155

Office: 920-869-4327
Fax: 920-869-4065
e-mail: Oneida_Law@oneidanation.org

CONFIDENTIALITY NOTICE:

This information is for the personal and confidential use of the designated recipient and may be a privileged and confidential attorney-client communication. If the reader is not the designated recipient or an agent responsible for delivery to the designated recipient, you have received this information in error and any review, dissemination, distribution or copying of this information is strictly prohibited. If you have received this information in error, please notify us immediately at oneida_law@oneidanation.org and destroy the original transmission and its attachments without reading or saving in any manner. Thank you.

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Katherine A. Jordan
Community Wells & Septic

Use this number on future correspondence:

2015-0386

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

DATE: April 29, 2015

RE: U.S. Indian Health Service-Bemidji Area-IHS
Project BE-15-J50 MOA

<i>Purchasing Department Use</i>
_____ Contract Approved
_____ 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.)*
While Paragraph 3.11.1 does require the Tribe to submit to binding dispute resolution with the IHS Director exercising final authority over all disputes, this essentially is not a waiver of sovereign immunity since the Tribe is subject to Federal laws and Federal authority.

Oneida Law

From: Katherine A. Jordan
Sent: Friday, April 24, 2015 4:37 PM
To: Oneida Law
Subject: Request for Law Review
Attachments: CONTRACT REVIEW REQUEST FORM.pdf

To Whom it May Concern,

Re: IHS Scattered Sites Project BE-15-J50 - MOA

Request for your review for the attached is the Memorandum of Agreement for project number BE-15-J50. For the construction of individual water and waste water facilities at 11 scattered sites for new or like new homes located on the Oneida Indian Reservation, Brown and Outagamie Counties, Wisconsin.

The purpose of this document is to define the role of Indian Health Service as the construction management, and the role of Oneida Tribe as performing only the construction portion of the construction phase. The grant covers 100% of costs.

If you should have any questions or concerns please contact me at 896-4578. Thank you.

Sawehnisliyo'hak

You have a good day!

Katherine Jordan

Community Well & Septic Department

Box 365, Oneida WI 54155

tel; 920/869-4578 ~ fax; 920/869-1610

P.O.

Save Water,

Every drop counts... Your Efforts Can Create a Ripple

CONTRACT REVIEW REQUEST FORM

General Instructions

1. Contracts must be submitted to the Law Office no less than ten (10) business days prior to commencement of the contract.
2. Please read the contract prior to submission. If the contract language does not make sense to you, request an explanation from the contractor.
3. **DO NOT SIGN** contracts prior to attorney approval. All contracts signed or contract services started prior to legal approval are reported to the Business Committee.
4. If you need immediate review of a contract, please call the Law Office at 869-4327 **PRIOR** to sending the contract for review.
5. Upon receipt of the contract, the Law Office will assign a file number which is located in the top right hand corner of the legal review. Any future communication concerning this contract should reference this file number.
6. You will receive an e-mail notification when your contract is approved and forwarded to Purchasing.
7. All contracts must be submitted with a completed and signed Conflict of Interest Disclosure Form.
8. This form must be filled out **COMPLETELY**.
9. Submit this completed form along with the contract and completed Conflict of Interest Disclosure form through e-mail to: law_office@oneidanation.org.

Date: April 24, 2015 **Telephone:** 869-4578

Contact Person: Katherine Jordan **Extension:** 4578

Department: Comm. Well & Septic **Response Needed By:** April 28, 2015

Name of Contractor: Indian Health Service Project BE-15-J50 Memorandum of Agreement.

Contract Start Date: May 22, 2015 *Does this contract have an automatic renewal clause? (Yes or No)* _____

Contract End Date: Nov 30, 2017 *If yes, indicate the advance notice (in days) that must be given to terminate contract.* _____ **days.**

Amount: \$190,000.00

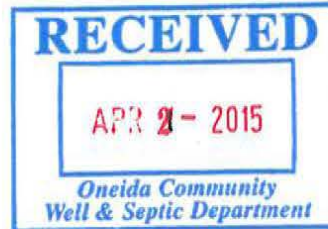
Special Instructions, if any:

***** *Space Reserved for Law Office Use Only* *****



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service
 Indian Health Service
 Rhinelander District Office
 9A South Brown St.
 Rhinelander, WI 54501
 PH: 715-365-5145
 FAX: 715-365-5113



March 23, 2015

Bruce Danforth
 Assistant Development Division Director
 P.O. Box 365
 Oneida, WI 54155-0365

REF: IHS Project BE-15-J50 Memorandum of Agreement

Dear Mr. Danforth:

Please find enclosed two copies of the Memorandum of Agreement (MOA) for Project BE-15-J50 Construction of Sanitation Facilities to Serve Other Category Homes. The MOA is the legal document that outlines the responsibilities of the Tribe and IHS under this project.

Please review the document carefully, if acceptable please obtain proper signature and date on both copies of the agreement and return both copies to this office. Upon signature in the Bemidji Area Office a signed original of the agreement will be returned for your files.

Also I have enclosed a copy of the approved Project Summary for your files. If you have any comments or questions, please contact me at 715-365-5148.

Sincerely,

Ty Warner, P.E.
 Field Engineer

Attachments: Memorandum of Agreement (2 copies)
 Project Summary

cc: Katherine Jordan, Oneida Well and Septic Department (via e-mail)
 Dennis Johnson, Oneida Well and Septic Department (via e-mail)
 Project File 15-J50 (through DE) (letter only)

PROJECT BE-15-J50

MEMORANDUM OF AGREEMENT
BETWEEN THE INDIAN HEALTH SERVICE
AND THE
ONEIDA TRIBE OF INDIANS OF WISCONSIN

CONSTRUCTION OF SANITATION FACILITIES
TO SERVE OTHER CATEGORY HOMES
ON THE ONEIDA RESERVATION
BROWN AND OUTAGMIE COUNTIES, WISCONSIN

Public Law 86-121



IN WITNESS WHEREOF, the parties have hereto subscribed their names.

FOR THE ONEIDA TRIBE OF INDIANS OF WISCONSIN

Chairperson of the Oneida Business Committee, having been duly
authorized to enter into this agreement on behalf of the Oneida
Tribe of Indians of Wisconsin

Date

FOR THE INDIAN HEALTH SERVICE

Area Director, Bemidji Area Office, Indian Health Service,
Department of Health and Human Services

Date

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1.0 PREAMBLE

This agreement is made between the Indian Health Service, hereinafter called IHS, acting through the Director, Bemidji Area IHS, Department of Health and Human Services, acting on behalf of the United States of America, under and pursuant to the provisions of Public Law 86-121 (42 U.S.C. 2004a; 73 Stat. 267); and the Oneida Tribe of Indians of Wisconsin, hereinafter called the Tribe, acting through the Chairperson of the Oneida Business Committee.

WHEREAS, The Tribe is desirous of obtaining satisfactory water supply and waste water disposal facilities for homes on the Oneida Reservation, and

WHEREAS, the Tribe, acting through the Project Manager, Oneida Well and Septic Department, submitted a Project Proposal Letter dated March 6, 2015, requesting IHS assistance under Public Law 86-121 to construct water supply and waste water disposal facilities to serve approximately 11 Other Category homes on the Oneida Indian Reservation; and

WHEREAS, the IHS is desirous of assisting in the construction of water supply and waste water disposal facilities for Other Category homes to protect the health of the Tribal members and to safeguard the environment of the Oneida Reservation; and

WHEREAS, the Tribe has reviewed and concurs with the provisions of the attached Project Summary.

NOW THEREFORE, in order to carry out the project as set forth in the attached Project Summary entitled "Construction of Sanitation Facilities to Serve Other Category Homes", dated March, 2015, the parties mutually agree that:

2.0 FINANCIAL OBLIGATIONS

2.1 PROJECT FUNDING SUMMARY

2.1.1 Funding Contributions

IHS	<u>\$190,000.00</u>
Total Project Funding	\$190,000.00

2.1.2 Funding Allocation

Construction Amount	\$157,400.00
IHS Project Technical Support	\$17,000.00
Contingencies	<u>\$15,600.00</u>
Total Project Funding	\$190,000.00

- 2.1.3 IHS shall provide funding for all materials, supplies, equipment, and labor for the installation of water supply and waste water disposal facilities as provided for in the attached Project Summary, and not otherwise provided for in this agreement. The total contribution amounts identified in Section 2.1.1 shall not be exceeded without a fully executed amendment to this agreement.
- 2.1.4 IHS shall utilize project funds as indicated in Section 2.1.2 for IHS construction support expenses. IHS appropriated funds used for project construction support expenses shall include IHS expenditures for technician and clerical salaries, GSA vehicles, finance office support and miscellaneous project related expenses.
- 2.1.5 The Tribe shall provide the required sanitation facilities and services for its direct benefit using its own tribal procurement system and its own tribal employees.. IHS shall provide technical assistance and contribute funds to the Tribe for the approved cost of the sanitation facilities and services in accordance with the provisions of this agreement.
- 2.1.6 IHS shall release contributions to the Tribe as provided for in this Agreement upon:
 - a. Execution of this agreement by all parties; and
 - b. Receipt of written request from the Tribe for the required funds; and
 - c. Certification from the IHS Project Engineer that the amount of funds requested is required to make timely payments in accordance with the project budget for the supplies, materials, equipment, and services being obtained under the provisions of this agreement; and
 - d. Approval by the Bemidji Area Office.

3.0 AGREEMENT PROVISIONS

3.1 TRIBAL LANDS

- 3.1.1 The Tribe hereby grants permission for the IHS and its representatives to enter upon or across the lands under the jurisdiction of the Tribe for the purpose of carrying out the project outlined in the attached Project Summary and 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.
- 3.1.2 The Tribe will obtain without charge to the IHS all easements and/or rights-of-way on or over lands as in the judgment of the IHS may be necessary for the provision and operation of any sanitation facilities provided for herein and waives any claim for compensation and damages therefore.
- 3.1.3 The Tribe will obtain without charge to the IHS all land necessary for the construction of the facilities provided in the Project Summary. All interests in such lands, easements, and rights-of-way shall remain with the Tribe, except as otherwise provided for in this Agreement.

3.2 HISTORIC PRESERVATION AND ENVIRONMENTAL REVIEW

- 3.2.1 That the Tribe will provide assistance in complying with the regulations (36 CFR 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) by informing IHS of any traditional cultural properties which might be affected by construction of the project. The Tribe shall take appropriate steps to identify traditional cultural properties which could be affected by the project, including contacting traditional cultural leaders or other tribal members who may have knowledge about such locations, sites, or objects.
- 3.2.2 That the IHS shall consult with the Tribe regarding excavations that may result in inadvertent discovery of human remains in accordance with the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001) and the implementing regulations at 43 CFR Part 10. This Agreement shall serve as official notice to the Tribe that the proposed sanitation facilities construction may result in inadvertent discoveries, and that any such discoveries shall be subject to the above regulations, including consultation between the IHS and the Tribally designated cultural resources representative and disposition of human remains or related cultural items. If the Tribe is administering construction of the sanitation facilities, through a Tribal contract or force account, it shall assume full responsibility for compliance with 43 CFR Part 10. [Note: The IHS remains responsible for complying with the regulations implementing Section 106 of the National Historic Preservation Act regarding post-review discoveries at 36 CFR 800.13]
- 3.2.3 IHS is required to perform an Environmental Review on all projects or ensure compliance with the National Environmental Policy Act and other environmental laws and regulations. It is unknown what level of effort will be required to complete the Environmental Review due to the very nature of the review process. Therefore, IHS will be only responsible for costs as outlined in Section 0. Additional costs will be handled through either negotiated cost sharing, reduction of project scope, changed project scope, or cancellation of the project.
- 3.2.4 The project, or any portion thereof, may be deemed unfeasible if its implementation would violate the National Environmental Policy Act or other environmental laws and regulations.

3.3 HOMES SERVED

- 3.3.1 The Tribe shall provide a prioritized list of eligible homes to be served under this project. Changes or deletions of homes may be made by the Tribe at any time prior to actual construction providing such changes are made in writing by the authorized Tribe representative. The actual homes served will be determined by the Tribe from the list of homes provided.
- 3.3.2 The Tribe shall provide for, at no cost to the IHS, water and sewer lines to be extended to a point five feet outside homes approved for service; power and adequate electrical facilities, including proper electrical service

entrance, to be available at each home; and homes to be adequately winterized, including blocking and skirting for mobile homes, to protect facilities from freezing.

- 3.3.3 IHS shall make the final determination of eligibility taking into account the recommendations of the Tribe. The IHS reserves the right to delete from the project any home or participant for which eligibility requirements have not been met, and to withdraw from the project any or all funds intended to serve those homes.
- 3.3.4 The Tribe will insure all lot corners staked out in the field at those sites requested by the IHS before soils evaluations are performed by the IHS.
- 3.3.5 The Tribe, at no additional cost to IHS, will assure that all sites will be adequately cleaned of timber and other obstructions to allow for installation of sanitation facilities.
- 3.3.6 The Tribe will assure the provision of adequate frost protection for sanitation facilities installed at each home.
- 3.3.7 It is agreed by all parties that where a site evaluation indicates that a site will not properly support the operation of sanitation facilities, or the cost of the sanitation facilities will exceed the current IHS unit site cost cap, that particular site will not receive sanitation facilities under this project with one exception. Sites expected to exceed the cost cap may receive sanitation facilities under this project if the Tribe and/or homeowner agrees to pay those costs in excess of the IHS cost cap.
- 3.3.8 All parties understand that where a home is located within the geographical jurisdiction of a utility maintenance organization, the rules and regulations of that organization will apply.

3.4 TRIBAL CONTRIBUTIONS

- 3.4.1 The Tribe will appoint a representative who will perform the following functions:
 - a. Coordinate the conduct of the Tribe's participation under this agreement including, active promotion of project participants at meetings and obtaining consent of the project participants; and
 - b. Obtaining Tribe cooperation in fulfillment of labor responsibilities assumed by the Tribe under this agreement; and
 - c. Provide the IHS with information available to the Tribe that relates directly to this project, to the extent possible; and
 - d. Attend the final inspection in coordination with the IHS project engineer.

3.5 INDIAN HEALTH SERVICE CONTRIBUTIONS

- 3.5.1 The IHS project engineer shall coordinate IHS participation in the project.

- 3.5.2 IHS will provide to the Tribe, as needed to meet the government's requirements, approval or disapproval of materials, quality control, testing, consultations, site visits, and final acceptance necessary for construction of the sanitation facilities in accordance with the attached Project Summary.
- 3.5.3 IHS will provide without charge to the Tribe:
- a. Coordination in obtaining the necessary reviews under the National Environmental Policy Act (NEPA) and applicable laws, regulations, and executive orders. Reviews shall be completed in accordance with IHS environmental review policies and procedures; and
 - b. Instructions as to the proper utilization, maintenance, operation and protection of the facilities provided for herein; and
 - c. Soil evaluations and design recommendations for onsite water supply and wastewater treatment and disposal systems.
- 3.5.4 IHS shall provide construction support to the Tribe, including but not limited to the following:
- a. Engineering design and development of the plans and specifications of the recommended facilities.
 - b. Assistance to the Tribe in the solicitation of bids and review of the bids received.
 - c. Construction surveying and layout.
 - d. Review and approval of shop drawings, payment requests and change orders.
 - e. Intermittent site visits during installation of sanitation facilities for the purpose of verifying compliance with the contract plans, specifications, and minimum IHS standards
 - f. Coordination with the designated Tribe representative for the joint final inspection as provided for in this agreement.
 - g. IHS shall certify and recommend for payment all applicable construction contract payment requests and provide copies to the Tribe.

3.6 TRANSFER OF FACILITIES

- 3.6.1 All parties understand that the facilities constructed (including equipment, land, and supplies purchased) under this agreement with IHS or contributed funds are at no time the property of the IHS, but rather belong to the Tribe, which shall operate and maintain such facilities properly, until or unless transferred to other parties.
- 3.6.2 Because IHS does not at any time own the facilities constructed, no formal transfer agreement is necessary. In lieu of a transfer agreement, the IHS will notify the Tribe when IHS participation in the project is complete.
- 3.6.3 The Tribe shall transfer on site water and wastewater facilities to individual homeowners. Upon completion of the construction the

homeowners are responsible for operation and maintenance of the facilities. Facilities constructed under this agreement at all times belong to the Tribe until transferred to individual homeowners or other parties.

- 3.6.4 It is the understanding of the parties to the Agreement that participants whose homes will be connected to the Tribe facilities will be the responsible entity for the payment of the monthly service charge, unless funds are identified for operation and maintenance from another source, and that these participants must adhere to the rules and regulations adopted by the Tribe or governing utility organization.

3.7 OPERATION AND MAINTENANCE FEES AND ORDINANCES

- 3.7.1 The Tribe will establish connection fees and user rates and collect such charges from individuals served by the system as are necessary to sustain the operation, maintenance, and repair of the Tribe water supply and sewerage systems. Alternatively, the Tribe may provide this revenue from another dedicated revenue source.
- 3.7.2 The Tribe agrees to enact and enforce appropriate ordinances or regulations governing: (1) Connection to the Tribe water supply and sewage system by the residents of the reservation; (2) The methods and materials to be used in making connections to the Tribe water supply and sewage system in a safe and sanitary manner; and, (3) 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.

3.8 PROJECT SCHEDULE

- 3.8.1 In the interest of coordination, understanding, and economy, before construction of the project begins, the IHS Project Engineer in consultation with the Tribe shall prepare a schedule for the conduct of the project. The schedule may be modified or amended by the Project Engineer when necessary to carry out the project.
- 3.8.2 It is important that the installation of the water supply and waste disposal facilities provided for herein be completed as soon as practicable in accordance with the schedule of the Project Engineer.
- 3.8.3 That in the event actual construction of this project can not be initiated, for any reason by September, 2016, the IHS 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 cancellation, the Bemidji Area Office, will give high priority to funding the project from appropriated sanitation facilities funds available at that time or from future appropriations for sanitation facilities.

3.9 PROJECT CLOSEOUT AND REIMBURSEMENT

- 3.9.1 The IHS will close out the project when it determines that all applicable administrative actions and all required project work have been completed. The Tribe shall return all unexpended funds contributed by IHS within 45 days after the project construction phase. The Tribe shall submit a closeout financial report within 90 days following completion of construction and return of all unused funds.
- 3.9.2 Except as otherwise provided, project records shall be maintained for three years from the project completion date. These records include all financial records, supporting documents, procurement documents, titles, equipment records, including but not limited to: time sheets, cancelled checks, invoices, and purchase orders and shall be available upon request by the IHS, Inspectors General, or other designated representatives. The Tribe shall be subject to audit in accordance with the requirements of the single audit act.
- 3.9.3 All records shall be retained until completion of any litigation, claim, negotiation, audit, or other action initiated prior to the end of the 3 year period until resolution of the issues which arise from it.

3.10 WARRANTIES

- 3.10.1 The Tribe will obtain one-year warranties from contractors, suppliers, and manufacturers on equipment, work, and supplies provided by them. This year will commence from the date of acceptance of the work involved. IHS will assist the Tribe or responsible operation and maintenance organization in obtaining benefits and protection of all warranties on equipment or work provided under this Agreement.

3.11 DISPUTE RESOLUTION

- 3.11.1 The parties to this Agreement agree to resolve all disputes regarding the provisions of this agreement among the parties through the Bemidji Area IHS's established administrative procedures, first. If a dispute cannot be resolved locally, the parties agree that the next administrative procedure is an appeals board established at the IHS headquarters level, which will make a recommendation to the IHS Director, who will exercise final authority for the IHS in the administrative review of all disputes.

3.12 TERMINATION OF THE AGREEMENT

- 3.12.1 Any party to the MOA may terminate its relationship with the other MOA parties prior to project completion upon 30 days advance notice in writing to all other parties.
- 3.12.2 If the MOA is terminated by all parties prior to completion of the project, all unexpended funds will be returned to the contributors in a prorated manner and in accordance with the transfer provisions contained herein. All in-place sanitation facilities will be transferred in accordance with the

provisions of the MOA. IHS may elect to transfer or retain any or all materials and equipment purchased with IHS funds and may request the Tribe to transfer to IHS materials purchased by the Tribe with IHS funds. IHS will return unused IHS funds to bulk accounts at the Area office for commitment to other projects as appropriate.

3.13 ADDITIONAL SERVICES

- 3.13.1 The Tribe and IHS agrees that additional services may be required to complete the project scope. These services are not considered basic services to be performed by IHS and are above and beyond the services provided under the IHS contributions as outlined in Section 3.5. These services shall include but not be limited to:
- a. A soils engineer or other consultant when such services are deemed necessary, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions.
 - b. Assistance of professional cultural resources personnel required for discoveries or resources anticipated after the completion of the final drawings.
 - c. Assistance of professional environmental resource personnel required for delineation of wetlands, threatened and endangered species or other NEPA related issues anticipated after the completion of the final drawings.
 - d. Assistance in construction testing as necessary to insure that the materials and methods furnished by the contractor(s) are in conformance with the contract plans and specifications. Such testing includes but is not limited to in-place density tests on backfill material, gravel gradation analysis, concrete slump and compression tests, and asphalt material composition tests. The IHS shall monitor and direct any subsurface explorations that are performed by others.
 - e. Assistance in providing aerial photography, topographic mapping and vertical bridging as necessary to aid in the design of the project and preparation of construction drawings.
 - f. An architect or other consultant when such services are deemed necessary, including reports, structural design, detail drawings, and other necessary operations for determining structural conditions.
- 3.13.2 These services will be initiated and approved by the Project Engineer and be charged directly to the IHS project account or contracted through tribal procurement. Funds for additional services will be provided from amounts reserved for construction in Section 0 The IHS will provide contributions to the Tribe for additional services approved by the Project

Engineer and provided using tribal procurement upon receipt of applicable invoices and supporting documentation from the Tribe.

4.0 ADDITIONAL PROVISIONS FOR TRIBAL PROCUREMENT

4.1 TRIBAL CONTRIBUTIONS

- 4.1.1 The Tribe shall provide for construction through its procurement system of all water and sewage facilities described in the Project Summary; and the Tribe shall procure the facilities in accordance with this Agreement and in compliance with applicable Federal requirements.
- 4.1.2 The Tribe shall submit to IHS for review and approval before advertising all proposed solicitations estimated to cost \$50,000.00 or more; that the Tribe shall make such adjustments in the solicitation as determined necessary by IHS.
- 4.1.3 The Tribe shall develop and submit to IHS for approval a proposed construction contract showing proposed unit costs, based on bids received, for construction of sanitation facilities to be installed. The Tribe shall negotiate these unit costs if necessary to receive approval from IHS. These unit costs shall govern for the duration of the Tribal contract under which they are proposed. No work shall be performed prior to written approval by IHS of the corresponding unit costs.
- 4.1.4 If additional or special units of work are needed for specific sites during execution of the project, the Tribe shall submit a list of proposed costs for negotiation on those items. Costs for the addition of special items shall then govern either for the duration of the Tribal contract, or for just those sites specified in the proposal, as agreed at the time. Major modifications to the construction contract (such as adding facilities not included in the Project Summary or requiring additional project funds) shall not be executed without written approval by the Director, Division of Sanitation Facilities Construction, Bemidji Area.

4.2 IHS CONTRIBUTIONS

- 4.2.1 IHS shall review and approve (or reject with justification and explanation) proposed solicitations estimated to cost over \$50,000.00 before advertising by the Tribe.
- 4.2.2 IHS shall review and approve proposed unit costs for all items of work under the project. Once approved by IHS, these unit costs shall govern all work for the duration of the Tribe contract under which they are proposed. Unit costs for additional or special units of work required at individual sites shall be negotiated before the IHS authorizes work for the site or group of sites affected. All unit costs are subject to approval by the Director, Division of Sanitation Facilities Construction, Bemidji Area prior to the award of any contract or the start of any construction involving those items of work.

- 4.2.3 Contributions shall be made in installments in accordance with the payment request forms BAO 107M, 108M and /or invoices submitted by the Tribe and approved by the IHS Project Engineer. Requests for contributions shall be made no more frequently than once per month in accordance with the provisions of section 2.1.6. Advance contributions may be provided at the request of the Tribe in accordance with IHS policy and Bemidji Area practice.
- 4.2.4 The IHS shall provide a contribution for program administration. This would be a cumulative amount based on the following scale:

Contract Amount and Administrative Fee

\$0 to \$25,000:	Four percent of the contract amount
\$25,000 to \$200,000:	\$1,000 plus three percent of the contract amount in excess of \$25,000
Above \$200,000:	\$6,250 plus two percent of the contract amount in excess of \$200,000.

- 4.2.5 At no time during the project will the Tribe represent the IHS nor will the IHS represent the Tribe in contract administration matters.
- 4.2.6 The IHS will, at the request of the Tribe, provide oversight and technical assistance on contractor submittals, progress payments, change order requests, and other project related information submitted by the Tribe's contractor and make recommendations to the Tribe.
- 4.2.7 The IHS and Tribe shall inspect all sanitation facilities constructed through Tribal procurement to insure construction meets minimum IHS standards. The procurement documents shall also note that the IHS inspector does not have authority to modify the contract or issue direction to the contractor. Following construction inspection, the IHS will advise the Tribe on whether the construction meets the IHS interpretation of the contract requirements.

4.3 TRIBAL FINANCIAL MANAGEMENT STANDARDS

- 4.3.1 The Tribe shall provide the following features in its financial management system:
- a. The Tribe shall maintain original accounting records which accurately identify the source and application of all project funds it receives. The source documentation shall include cancelled checks, paid bills, payrolls, time and attendance records, purchasing documents, and financial records. Accurate, current, and complete project records shall be reported in accordance with other provisions of this Agreement; and
 - b. The Tribe shall maintain effective controls and accountability for all cash, real and personal property, and other assets acquired; and

- c. The Tribe shall compare actual Tribal expenditures with budgeted amounts for the project; and
 - d. Applicable OMB cost principles (OMB Circular A-87) and the terms of this Agreement shall govern in determining the reasonableness, allowability, and allocability of all costs under the project
- 4.3.2 The Tribe shall maintain a separate financial account for the project
- 4.3.3 Interest in excess of \$100 per year earned on cash advances (Federal funds) must be returned to the IHS project account.
- 4.3.4 Funds for construction projects under this Agreement shall not be borrowed or intentionally invested. Funds from one IHS funded construction project shall not be used for cash flow or other unauthorized purposes or for another IHS funded construction project.
- 4.3.5 Any proposed changes by the Tribe in the project scope and/or budgeted costs must be reviewed and approved by IHS as provided for in this Agreement.

4.4 PROCUREMENT STANDARDS

- 4.4.1 The Tribe shall use a system of contract Administration that ensures performance by its contractors in accordance with the terms and conditions of the contract and in compliance with OMB Circular A-102 as adopted by HHS at 45 CFR 92. (See Appendix F of this Guideline) The Tribe shall be responsible in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurement. These issues include, but are not limited to source evaluation, protests, disputes, and claims.
- 4.4.2 No employee, officer or agent of the Tribe shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer, or agent, (b) any member of his immediate family, (c) his or her partner, (d) or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for the award.
- 4.4.3 The Tribe officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

4.5 COMPETITIVE PROCUREMENT PRACTICES

- 4.5.1 All Tribe procurement under this Agreement shall be competitive and based on firm fixed prices unless approved by the Director, Division of Sanitation Facilities Construction, for reasons of public exigency, critical schedule constraints that could not have been anticipated, or essential equipment compatibility for operation and maintenance. The following

requirements apply:

- a. Materials, Construction, and Services (non A/E) Estimated at More than \$2,000 and Less than \$25,000: The Tribe shall solicit a written quote from a minimum of three (3) sources qualified to do the work and likely to submit a quote. The Tribe shall award a purchase order to the responsive, responsible source with the lowest quote.
- b. Materials, Construction, and Services (non A/E) Estimated at \$25,000 or more. The Tribe shall advertise formally for a minimum of 15 calendar days for sealed bids to be opened publicly at a specified time, date, and place. The Tribe shall award a contract to the responsive, responsible source which has submitted the lowest bid price.
- c. Architect/Engineer (A/E) Services: The Tribe shall solicit competitive proposals from potentially interested professional firms. A three-member selection board for the Tribe shall establish objective selection criteria before soliciting proposals. If IHS project funds are involved, at least one Registered Professional Engineer from IHS shall serve on the Board. The Tribe then shall select the firm determined by those criteria to be most qualified to perform the work. The Tribe shall attempt to negotiate with this firm to set fair and reasonable compensation. If negotiations with one firm are not successful, the Tribe may proceed to negotiate with the next most qualified firms. This process may continue until agreement is reached.

4.6 INDIAN PREFERENCE

- 4.6.1 If the Tribe has enacted an Indian preference ordinance of general applicability and agrees to apply the terms of that ordinance, the Indian preference requirements of that ordinance shall apply in lieu of IHS requirements as long as the effect is similar to that of IHS requirements. The Tribe may not give preference to tribal members or tribal companies only, or limit preference geographically, including restriction to those within reservation boundaries.
- 4.6.2 In the absence of a formally adopted Indian preference policy by the Tribe, preference shall be given in the award of construction and service contracts to those firms (or joint ventures) whose levels of ownership and control by enrolled Indians (or Alaska Natives) each equal at least 51% of the total on a continuing basis for the duration of the contract. Firms (or joint ventures) which satisfactorily document at the time of bid or quotation such ownership and control shall have an amount equal to 5 percent of the total bid deducted from the bid price for comparison with other bids. Once this deduction is made for qualified Indian firms (or joint ventures), the award will be made by the Tribe to the responsive, responsible bidder with the lowest resulting bid.

4.7 REQUIRED NOTICE TO PROSPECTIVE BIDDERS

4.7.1 The Tribe shall notify the vendors and contract bidders of the following:

- a. Indian Preference Policy for contracting/subcontracting.
- b. Minimum percentage of work to be performed by the Tribe's prime contractor (33 1/3%, unless otherwise specified).
- c. Responsibility of the Tribe for compliance with and enforcement of the contract (i.e., the contract is not a Federal contract).
- d. Restrictions on liens (state lien laws do not apply on Federal trust land).
- e. Remedy for disputes, as provided for under General Provisions.
- f. The role of the IHS.

4.8 WAGE RATES

4.8.1 Davis-Bacon wage rates shall apply for all construction contracts exceeding \$2,000 in value executed by the Tribe and funded by Federal agencies, except for work funded with HUD CDGB. The Tribe is responsible for reviewing payroll information submitted by the contractor for compliance with Davis-Bacon requirements. Unless it requests IHS to obtain wage rates, the Tribe shall request applicable wage rates directly from U.S. Department of Labor.

4.9 BOND REQUIREMENTS

4.9.1 For construction contracts on Federal trust land exceeding \$100,000, the Tribe shall require bid, payment, and performance bonds, as described below. For construction contracts on non-trust land in excess of \$50,000, payment and performance bonds shall be required. The IHS may accept the bonding policy and requirements of the Tribe, provided that IHS determines that its interest is adequately protected. In lieu of such determination, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to 5% of the bid price.
- b. A payment bond on the part of the contractor for 100% of the contract price.
- c. A performance bond on the part of the contractor for 100% of the contract price.

4.10 SUBCONTRACT LIMITS:

4.10.1 The prime contractor shall be required to perform with its employees and equipment at least 33.3 percent of the total amount of the work included in the contract. Copies of subcontract agreements may be required to verify the amount of work performed.

4.11 ADMINISTRATIVE PROVISIONS

4.11.1 The Tribe's contract shall contain the following provisions:

- a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (except small purchases).
- b. Termination for cause and for convenience by the Tribe including the manner by which it will be effected and the basis for settlement. (Contracts exceeding \$10,000).
- c. Compliance with the "Equal Employment Opportunity" Executive Order 11246 as amended. (Contracts and subcontracts exceeding \$10,000).
- d. Compliance with the Copeland "Anti-kickback" Act.
- e. Compliance with the Davis-Bacon Act. (Contracts exceeding \$2,000).
- f. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. (Construction contracts in excess of \$2,000).
- g. IHS requirements for reporting, as called for in this Agreement.
- h. IHS Indian preference requirements, or approved Tribal alternative.
- i. Access by the Federal government and the Tribe to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making an audit, examinations, excerpts, and transactions.
- j. Retention of all required records for three years after the Tribe makes final payment and all other pending matters are closed.
- k. Compliance with all applicable environmental laws and EPA regulations including Executive Order 11738. (Contracts exceeding \$100,000).

4.12 GENERAL PROVISIONS

- 4.12.1 In the absence of an equivalent set of General Provisions approved by Area SFC Division Director for construction contracts, Paragraph 1-45 of the General Provisions in Schedule B, Appendix B of the MOA Guidelines for the Public Law 86-121 Sanitation Facilities Construction Program - Working Draft dated June 2003, shall be included in their entirety in the Tribe's solicitation and contract. For procurement less than \$25,000, the Area SFC Division Director may approve a condensed set of these General Provisions that protects the IHS and Tribe's interests.

4.13 SPECIAL PROVISIONS

4.13.1 For procurement greater than \$25,000.00, the Tribe shall include in its solicitation and contract the Special Provisions shown as Schedule D, Appendix B of the MOA Guidelines for the Public Law 86-121 Sanitation Facilities Construction Program - Working Draft dated June 2003, unless otherwise provided for in the solicitation.

4.14 SUBMITTAL REQUIREMENTS

4.14.1 The Tribe shall include submittal requirements in the specification section of its solicitation.

4.15 FINAL INSPECTION

4.15.1 The Tribe shall conduct with the contractor, IHS representatives, and other interested parties, a final inspection of the facilities provided under the contract. Final acceptance and payment for the work by the Tribe shall not occur until the contractor has corrected all deficiencies identified at the final inspection and until the work is in full compliance with the plans, specifications and other contract requirements.

4.15.2 Work will be inspected by IHS to insure that the work performed complies with all the terms and conditions of the Tribe contract. Final IHS contribution for the work performed will not be released to the Tribe until such time as the IHS participates in a final inspection and determines that the work complies with all contract requirements.

4.15.3 Operation and maintenance of the facility or operational unit will become the responsibility of the Tribe once operation commences.

5.0 ADDITIONAL PROVISIONS FOR TRIBAL FORCE ACCOUNT

5.1 GENERAL PROVISIONS

5.1.1 The Tribe agrees to construct the proposed sanitation facilities, with its own construction employees, in accordance with plans and specifications prepared or approved by IHS.

5.1.2 The IHS contributions to the Tribe shall be made on a monthly basis in amounts recommended for approval by the IHS District Engineer based on the costs of construction during the previous month. Any funds paid and not expended within a given month shall be applied toward the next monthly estimate and the project funds adjusted accordingly.

5.1.3 The Tribe and IHS agree to work cooperatively to complete preconstruction planning activities including equipment, material and manpower needs, wage rates, qualifications necessary for the project superintendent, construction management, and the project schedule. The Tribe shall then complete a detailed construction cost estimate to demonstrate how the work will be performed within the project budget.

- 5.1.4 The Tribe and IHS acknowledge that project funding is limited to the amount shown in the Project Summary. If the Tribe's costs exceed the estimate in the Project Summary, the scope of the project may need to be reduced. Cost overruns discovered near the end of the project, or after completion of the construction, may not get reimbursed due to a lack of funds. Any proposed change in the project scope or budget must be approved by IHS prior to implementation.
- 5.1.5 IHS is responsible for construction inspection, approval of materials, quality control testing and final acceptance of all work. Final payment to the Tribe shall not be approved until after IHS has conducted the final inspection and approved the work.
- 5.1.6 The Tribe agrees that, 1) all of their employees working on construction or the project shall be covered by applicable workmen's compensation insurance, 2) a general public liability and property damage insurance policy shall be in force throughout the construction period.
- 5.1.7 The Tribe agrees to demonstrate to the satisfaction of IHS that a) adequate financial controls are in place to identify the source and disbursement of all funds, b) they will utilize a cost accounting system that will compare actual costs with budgeted amounts, c) accounting records will be supported by source documents, d) their procurement system complies with IHS requirements
- 5.1.8 The Tribe may not receive a profit, in excess of allowable costs, as approved by IHS in accordance with the allowable cost provisions of OMB Circular A-87.
- 5.1.9 The Tribe is responsible for jobsite safety and for compliance with all applicable State and Federal health and safety requirements. The IHS Project Engineer may stop work if a safety problem is unresolved by the Tribe.
- 5.1.10 The Tribe is responsible for resolving all tort claims, contractual disputes, protests and claims resulting from their activities on this project

5.2 ABBREVIATED COST CONTROL PROVISION

- 5.2.1 The Tribe and IHS shall agree on unit prices for the work to be performed. Prior to receiving contributions from IHS, the Tribe shall submit an itemized unit cost invoice showing the type and quantity of facilities constructed during the period covered by the request.
- 5.2.2 After appropriate deductions for cash advances, IHS shall contribute funds to the Tribe for the quantity of work performed, as demonstrated in the unit cost invoice, at the agreed upon unit prices, plus the project administrative support costs, if applicable.

5.3 TRIBAL FINANCIAL MANAGEMENT STANDARDS

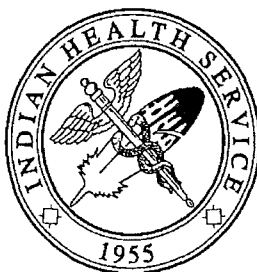
- 5.3.1 The Tribe shall provide the following additional features in its financial management system:
- a. The Tribe shall submit a projected cash flow schedule. The Tribe and IHS shall minimize the time elapsed between fund transfer and disbursement.
 - b. A Tribal force account support fee will be paid to the Tribe in lieu of indirect costs. This fee is to cover the cost of a portion of the salaries and benefits of those tribal employees associated with project (not program) administration. The tribal force account support fee shall be 10% of the tribal disbursements for force account labor.

PROJECT BE-15-J50

MEMORANDUM OF AGREEMENT
BETWEEN THE INDIAN HEALTH SERVICE
AND THE
ONEIDA TRIBE OF INDIANS OF WISCONSIN

CONSTRUCTION OF SANITATION FACILITIES
TO SERVE OTHER CATEGORY HOMES
ON THE ONEIDA RESERVATION
BROWN AND OUTAGMIE COUNTIES, WISCONSIN

Public Law 86-121



IN WITNESS WHEREOF, the parties have hereto subscribed their names.

FOR THE ONEIDA TRIBE OF INDIANS OF WISCONSIN

Chairperson of the Oneida Business Committee, having been duly
authorized to enter into this agreement on behalf of the Oneida
Tribe of Indians of Wisconsin

Date

FOR THE INDIAN HEALTH SERVICE

Area Director, Bemidji Area Office, Indian Health Service,
Department of Health and Human Services

Date

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1.0 PREAMBLE

This agreement is made between the Indian Health Service, hereinafter called IHS, acting through the Director, Bemidji Area IHS, Department of Health and Human Services, acting on behalf of the United States of America, under and pursuant to the provisions of Public Law 86-121 (42 U.S.C. 2004a; 73 Stat. 267); and the Oneida Tribe of Indians of Wisconsin, hereinafter called the Tribe, acting through the Chairperson of the Oneida Business Committee.

WHEREAS, The Tribe is desirous of obtaining satisfactory water supply and waste water disposal facilities for homes on the Oneida Reservation, and

WHEREAS, the Tribe, acting through the Project Manager, Oneida Well and Septic Department, submitted a Project Proposal Letter dated March 6, 2015, requesting IHS assistance under Public Law 86-121 to construct water supply and waste water disposal facilities to serve approximately 11 Other Category homes on the Oneida Indian Reservation; and

WHEREAS, the IHS is desirous of assisting in the construction of water supply and waste water disposal facilities for Other Category homes to protect the health of the Tribal members and to safeguard the environment of the Oneida Reservation; and

WHEREAS, the Tribe has reviewed and concurs with the provisions of the attached Project Summary.

NOW THEREFORE, in order to carry out the project as set forth in the attached Project Summary entitled "Construction of Sanitation Facilities to Serve Other Category Homes", dated March, 2015, the parties mutually agree that:

2.0 FINANCIAL OBLIGATIONS

2.1 PROJECT FUNDING SUMMARY

2.1.1 Funding Contributions

IHS	<u>\$190,000.00</u>
Total Project Funding	\$190,000.00

2.1.2 Funding Allocation

Construction Amount	\$157,400.00
IHS Project Technical Support	\$17,000.00
Contingencies	<u>\$15,600.00</u>
Total Project Funding	\$190,000.00

- 2.1.3 IHS shall provide funding for all materials, supplies, equipment, and labor for the installation of water supply and waste water disposal facilities as provided for in the attached Project Summary, and not otherwise provided for in this agreement. The total contribution amounts identified in Section 2.1.1 shall not be exceeded without a fully executed amendment to this agreement.
- 2.1.4 IHS shall utilize project funds as indicated in Section 2.1.2 for IHS construction support expenses. IHS appropriated funds used for project construction support expenses shall include IHS expenditures for technician and clerical salaries, GSA vehicles, finance office support and miscellaneous project related expenses.
- 2.1.5 The Tribe shall provide the required sanitation facilities and services for its direct benefit using its own tribal procurement system and its own tribal employees.. IHS shall provide technical assistance and contribute funds to the Tribe for the approved cost of the sanitation facilities and services in accordance with the provisions of this agreement.
- 2.1.6 IHS shall release contributions to the Tribe as provided for in this Agreement upon:
 - a. Execution of this agreement by all parties; and
 - b. Receipt of written request from the Tribe for the required funds; and
 - c. Certification from the IHS Project Engineer that the amount of funds requested is required to make timely payments in accordance with the project budget for the supplies, materials, equipment, and services being obtained under the provisions of this agreement; and
 - d. Approval by the Bemidji Area Office.

3.0 AGREEMENT PROVISIONS

3.1 TRIBAL LANDS

- 3.1.1 The Tribe hereby grants permission for the IHS and its representatives to enter upon or across the lands under the jurisdiction of the Tribe for the purpose of carrying out the project outlined in the attached Project Summary and 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.
- 3.1.2 The Tribe will obtain without charge to the IHS all easements and/or rights-of-way on or over lands as in the judgment of the IHS may be necessary for the provision and operation of any sanitation facilities provided for herein and waives any claim for compensation and damages therefore.
- 3.1.3 The Tribe will obtain without charge to the IHS all land necessary for the construction of the facilities provided in the Project Summary. All interests in such lands, easements, and rights-of-way shall remain with the Tribe, except as otherwise provided for in this Agreement.

3.2 HISTORIC PRESERVATION AND ENVIRONMENTAL REVIEW

- 3.2.1 That the Tribe will provide assistance in complying with the regulations (36 CFR 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) by informing IHS of any traditional cultural properties which might be affected by construction of the project. The Tribe shall take appropriate steps to identify traditional cultural properties which could be affected by the project, including contacting traditional cultural leaders or other tribal members who may have knowledge about such locations, sites, or objects.
- 3.2.2 That the IHS shall consult with the Tribe regarding excavations that may result in inadvertent discovery of human remains in accordance with the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001) and the implementing regulations at 43 CFR Part 10. This Agreement shall serve as official notice to the Tribe that the proposed sanitation facilities construction may result in inadvertent discoveries, and that any such discoveries shall be subject to the above regulations, including consultation between the IHS and the Tribally designated cultural resources representative and disposition of human remains or related cultural items. If the Tribe is administering construction of the sanitation facilities, through a Tribal contract or force account, it shall assume full responsibility for compliance with 43 CFR Part 10. [Note: The IHS remains responsible for complying with the regulations implementing Section 106 of the National Historic Preservation Act regarding post-review discoveries at 36 CFR 800.13]
- 3.2.3 IHS is required to perform an Environmental Review on all projects or ensure compliance with the National Environmental Policy Act and other environmental laws and regulations. It is unknown what level of effort will be required to complete the Environmental Review due to the very nature of the review process. Therefore, IHS will be only responsible for costs as outlined in Section 0. Additional costs will be handled through either negotiated cost sharing, reduction of project scope, changed project scope, or cancellation of the project.
- 3.2.4 The project, or any portion thereof, may be deemed unfeasible if its implementation would violate the National Environmental Policy Act or other environmental laws and regulations.

3.3 HOMES SERVED

- 3.3.1 The Tribe shall provide a prioritized list of eligible homes to be served under this project. Changes or deletions of homes may be made by the Tribe at any time prior to actual construction providing such changes are made in writing by the authorized Tribe representative. The actual homes served will be determined by the Tribe from the list of homes provided.
- 3.3.2 The Tribe shall provide for, at no cost to the IHS, water and sewer lines to be extended to a point five feet outside homes approved for service; power and adequate electrical facilities, including proper electrical service

entrance, to be available at each home; and homes to be adequately winterized, including blocking and skirting for mobile homes, to protect facilities from freezing.

- 3.3.3 IHS shall make the final determination of eligibility taking into account the recommendations of the Tribe. The IHS reserves the right to delete from the project any home or participant for which eligibility requirements have not been met, and to withdraw from the project any or all funds intended to serve those homes.
- 3.3.4 The Tribe will insure all lot corners staked out in the field at those sites requested by the IHS before soils evaluations are performed by the IHS.
- 3.3.5 The Tribe, at no additional cost to IHS, will assure that all sites will be adequately cleaned of timber and other obstructions to allow for installation of sanitation facilities.
- 3.3.6 The Tribe will assure the provision of adequate frost protection for sanitation facilities installed at each home.
- 3.3.7 It is agreed by all parties that where a site evaluation indicates that a site will not properly support the operation of sanitation facilities, or the cost of the sanitation facilities will exceed the current IHS unit site cost cap, that particular site will not receive sanitation facilities under this project with one exception. Sites expected to exceed the cost cap may receive sanitation facilities under this project if the Tribe and/or homeowner agrees to pay those costs in excess of the IHS cost cap.
- 3.3.8 All parties understand that where a home is located within the geographical jurisdiction of a utility maintenance organization, the rules and regulations of that organization will apply.

3.4 TRIBAL CONTRIBUTIONS

- 3.4.1 The Tribe will appoint a representative who will perform the following functions:
 - a. Coordinate the conduct of the Tribe's participation under this agreement including, active promotion of project participants at meetings and obtaining consent of the project participants; and
 - b. Obtaining Tribe cooperation in fulfillment of labor responsibilities assumed by the Tribe under this agreement; and
 - c. Provide the IHS with information available to the Tribe that relates directly to this project, to the extent possible; and
 - d. Attend the final inspection in coordination with the IHS project engineer.

3.5 INDIAN HEALTH SERVICE CONTRIBUTIONS

- 3.5.1 The IHS project engineer shall coordinate IHS participation in the project.

- 3.5.2 IHS will provide to the Tribe, as needed to meet the government's requirements, approval or disapproval of materials, quality control, testing, consultations, site visits, and final acceptance necessary for construction of the sanitation facilities in accordance with the attached Project Summary.
- 3.5.3 IHS will provide without charge to the Tribe:
- a. Coordination in obtaining the necessary reviews under the National Environmental Policy Act (NEPA) and applicable laws, regulations, and executive orders. Reviews shall be completed in accordance with IHS environmental review policies and procedures; and
 - b. Instructions as to the proper utilization, maintenance, operation and protection of the facilities provided for herein; and
 - c. Soil evaluations and design recommendations for onsite water supply and wastewater treatment and disposal systems.
- 3.5.4 IHS shall provide construction support to the Tribe, including but not limited to the following:
- a. Engineering design and development of the plans and specifications of the recommended facilities.
 - b. Assistance to the Tribe in the solicitation of bids and review of the bids received.
 - c. Construction surveying and layout.
 - d. Review and approval of shop drawings, payment requests and change orders.
 - e. Intermittent site visits during installation of sanitation facilities for the purpose of verifying compliance with the contract plans, specifications, and minimum IHS standards
 - f. Coordination with the designated Tribe representative for the joint final inspection as provided for in this agreement.
 - g. IHS shall certify and recommend for payment all applicable construction contract payment requests and provide copies to the Tribe.

3.6 TRANSFER OF FACILITIES

- 3.6.1 All parties understand that the facilities constructed (including equipment, land, and supplies purchased) under this agreement with IHS or contributed funds are at no time the property of the IHS, but rather belong to the Tribe, which shall operate and maintain such facilities properly, until or unless transferred to other parties.
- 3.6.2 Because IHS does not at any time own the facilities constructed, no formal transfer agreement is necessary. In lieu of a transfer agreement, the IHS will notify the Tribe when IHS participation in the project is complete.
- 3.6.3 The Tribe shall transfer on site water and wastewater facilities to individual homeowners. Upon completion of the construction the

homeowners are responsible for operation and maintenance of the facilities. Facilities constructed under this agreement at all times belong to the Tribe until transferred to individual homeowners or other parties.

- 3.6.4 It is the understanding of the parties to the Agreement that participants whose homes will be connected to the Tribe facilities will be the responsible entity for the payment of the monthly service charge, unless funds are identified for operation and maintenance from another source, and that these participants must adhere to the rules and regulations adopted by the Tribe or governing utility organization.

3.7 OPERATION AND MAINTENANCE FEES AND ORDINANCES

- 3.7.1 The Tribe will establish connection fees and user rates and collect such charges from individuals served by the system as are necessary to sustain the operation, maintenance, and repair of the Tribe water supply and sewerage systems. Alternatively, the Tribe may provide this revenue from another dedicated revenue source.
- 3.7.2 The Tribe agrees to enact and enforce appropriate ordinances or regulations governing: (1) Connection to the Tribe water supply and sewage system by the residents of the reservation; (2) The methods and materials to be used in making connections to the Tribe water supply and sewage system in a safe and sanitary manner; and, (3) 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.

3.8 PROJECT SCHEDULE

- 3.8.1 In the interest of coordination, understanding, and economy, before construction of the project begins, the IHS Project Engineer in consultation with the Tribe shall prepare a schedule for the conduct of the project. The schedule may be modified or amended by the Project Engineer when necessary to carry out the project.
- 3.8.2 It is important that the installation of the water supply and waste disposal facilities provided for herein be completed as soon as practicable in accordance with the schedule of the Project Engineer.
- 3.8.3 That in the event actual construction of this project can not be initiated, for any reason by September, 2016, the IHS 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 cancellation, the Bemidji Area Office, will give high priority to funding the project from appropriated sanitation facilities funds available at that time or from future appropriations for sanitation facilities.

3.9 PROJECT CLOSEOUT AND REIMBURSEMENT

- 3.9.1 The IHS will close out the project when it determines that all applicable administrative actions and all required project work have been completed. The Tribe shall return all unexpended funds contributed by IHS within 45 days after the project construction phase. The Tribe shall submit a closeout financial report within 90 days following completion of construction and return of all unused funds.
- 3.9.2 Except as otherwise provided, project records shall be maintained for three years from the project completion date. These records include all financial records, supporting documents, procurement documents, titles, equipment records, including but not limited to: time sheets, cancelled checks, invoices, and purchase orders and shall be available upon request by the IHS, Inspectors General, or other designated representatives. The Tribe shall be subject to audit in accordance with the requirements of the single audit act.
- 3.9.3 All records shall be retained until completion of any litigation, claim, negotiation, audit, or other action initiated prior to the end of the 3 year period until resolution of the issues which arise from it.

3.10 WARRANTIES

- 3.10.1 The Tribe will obtain one-year warranties from contractors, suppliers, and manufacturers on equipment, work, and supplies provided by them. This year will commence from the date of acceptance of the work involved. IHS will assist the Tribe or responsible operation and maintenance organization in obtaining benefits and protection of all warranties on equipment or work provided under this Agreement.

3.11 DISPUTE RESOLUTION

- 3.11.1 The parties to this Agreement agree to resolve all disputes regarding the provisions of this agreement among the parties through the Bemidji Area IHS's established administrative procedures, first. If a dispute cannot be resolved locally, the parties agree that the next administrative procedure is an appeals board established at the IHS headquarters level, which will make a recommendation to the IHS Director, who will exercise final authority for the IHS in the administrative review of all disputes.

3.12 TERMINATION OF THE AGREEMENT

- 3.12.1 Any party to the MOA may terminate its relationship with the other MOA parties prior to project completion upon 30 days advance notice in writing to all other parties.
- 3.12.2 If the MOA is terminated by all parties prior to completion of the project, all unexpended funds will be returned to the contributors in a prorated manner and in accordance with the transfer provisions contained herein. All in-place sanitation facilities will be transferred in accordance with the

provisions of the MOA. IHS may elect to transfer or retain any or all materials and equipment purchased with IHS funds and may request the Tribe to transfer to IHS materials purchased by the Tribe with IHS funds. IHS will return unused IHS funds to bulk accounts at the Area office for commitment to other projects as appropriate.

3.13 ADDITIONAL SERVICES

- 3.13.1 The Tribe and IHS agrees that additional services may be required to complete the project scope. These services are not considered basic services to be performed by IHS and are above and beyond the services provided under the IHS contributions as outlined in Section 3.5. These services shall include but not be limited to:
- a. A soils engineer or other consultant when such services are deemed necessary, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions.
 - b. Assistance of professional cultural resources personnel required for discoveries or resources anticipated after the completion of the final drawings.
 - c. Assistance of professional environmental resource personnel required for delineation of wetlands, threatened and endangered species or other NEPA related issues anticipated after the completion of the final drawings.
 - d. Assistance in construction testing as necessary to insure that the materials and methods furnished by the contractor(s) are in conformance with the contract plans and specifications. Such testing includes but is not limited to in-place density tests on backfill material, gravel gradation analysis, concrete slump and compression tests, and asphalt material composition tests. The IHS shall monitor and direct any subsurface explorations that are performed by others.
 - e. Assistance in providing aerial photography, topographic mapping and vertical bridging as necessary to aid in the design of the project and preparation of construction drawings.
 - f. An architect or other consultant when such services are deemed necessary, including reports, structural design, detail drawings, and other necessary operations for determining structural conditions.
- 3.13.2 These services will be initiated and approved by the Project Engineer and be charged directly to the IHS project account or contracted through tribal procurement. Funds for additional services will be provided from amounts reserved for construction in Section 0 The IHS will provide contributions to the Tribe for additional services approved by the Project

Engineer and provided using tribal procurement upon receipt of applicable invoices and supporting documentation from the Tribe.

4.0 ADDITIONAL PROVISIONS FOR TRIBAL PROCUREMENT

4.1 TRIBAL CONTRIBUTIONS

- 4.1.1 The Tribe shall provide for construction through its procurement system of all water and sewage facilities described in the Project Summary; and the Tribe shall procure the facilities in accordance with this Agreement and in compliance with applicable Federal requirements.
- 4.1.2 The Tribe shall submit to IHS for review and approval before advertising all proposed solicitations estimated to cost \$50,000.00 or more; that the Tribe shall make such adjustments in the solicitation as determined necessary by IHS.
- 4.1.3 The Tribe shall develop and submit to IHS for approval a proposed construction contract showing proposed unit costs, based on bids received, for construction of sanitation facilities to be installed. The Tribe shall negotiate these unit costs if necessary to receive approval from IHS. These unit costs shall govern for the duration of the Tribal contract under which they are proposed. No work shall be performed prior to written approval by IHS of the corresponding unit costs.
- 4.1.4 If additional or special units of work are needed for specific sites during execution of the project, the Tribe shall submit a list of proposed costs for negotiation on those items. Costs for the addition of special items shall then govern either for the duration of the Tribal contract, or for just those sites specified in the proposal, as agreed at the time. Major modifications to the construction contract (such as adding facilities not included in the Project Summary or requiring additional project funds) shall not be executed without written approval by the Director, Division of Sanitation Facilities Construction, Bemidji Area.

4.2 IHS CONTRIBUTIONS

- 4.2.1 IHS shall review and approve (or reject with justification and explanation) proposed solicitations estimated to cost over \$50,000.00 before advertising by the Tribe.
- 4.2.2 IHS shall review and approve proposed unit costs for all items of work under the project. Once approved by IHS, these unit costs shall govern all work for the duration of the Tribe contract under which they are proposed. Unit costs for additional or special units of work required at individual sites shall be negotiated before the IHS authorizes work for the site or group of sites affected. All unit costs are subject to approval by the Director, Division of Sanitation Facilities Construction, Bemidji Area prior to the award of any contract or the start of any construction involving those items of work.

- 4.2.3 Contributions shall be made in installments in accordance with the payment request forms BAO 107M, 108M and /or invoices submitted by the Tribe and approved by the IHS Project Engineer. Requests for contributions shall be made no more frequently than once per month in accordance with the provisions of section 2.1.6. Advance contributions may be provided at the request of the Tribe in accordance with IHS policy and Bemidji Area practice.
- 4.2.4 The IHS shall provide a contribution for program administration. This would be a cumulative amount based on the following scale:

Contract Amount and Administrative Fee

\$0 to \$25,000:	Four percent of the contract amount
\$25,000 to \$200,000:	\$1,000 plus three percent of the contract amount in excess of \$25,000
Above \$200,000:	\$6,250 plus two percent of the contract amount in excess of \$200,000.

- 4.2.5 At no time during the project will the Tribe represent the IHS nor will the IHS represent the Tribe in contract administration matters.
- 4.2.6 The IHS will, at the request of the Tribe, provide oversight and technical assistance on contractor submittals, progress payments, change order requests, and other project related information submitted by the Tribe's contractor and make recommendations to the Tribe.
- 4.2.7 The IHS and Tribe shall inspect all sanitation facilities constructed through Tribal procurement to insure construction meets minimum IHS standards. The procurement documents shall also note that the IHS inspector does not have authority to modify the contract or issue direction to the contractor. Following construction inspection, the IHS will advise the Tribe on whether the construction meets the IHS interpretation of the contract requirements.

4.3 TRIBAL FINANCIAL MANAGEMENT STANDARDS

- 4.3.1 The Tribe shall provide the following features in its financial management system:
- a. The Tribe shall maintain original accounting records which accurately identify the source and application of all project funds it receives. The source documentation shall include cancelled checks, paid bills, payrolls, time and attendance records, purchasing documents, and financial records. Accurate, current, and complete project records shall be reported in accordance with other provisions of this Agreement; and
 - b. The Tribe shall maintain effective controls and accountability for all cash, real and personal property, and other assets acquired; and

- c. The Tribe shall compare actual Tribal expenditures with budgeted amounts for the project; and
 - d. Applicable OMB cost principles (OMB Circular A-87) and the terms of this Agreement shall govern in determining the reasonableness, allowability, and allocability of all costs under the project
- 4.3.2 The Tribe shall maintain a separate financial account for the project
- 4.3.3 Interest in excess of \$100 per year earned on cash advances (Federal funds) must be returned to the IHS project account.
- 4.3.4 Funds for construction projects under this Agreement shall not be borrowed or intentionally invested. Funds from one IHS funded construction project shall not be used for cash flow or other unauthorized purposes or for another IHS funded construction project.
- 4.3.5 Any proposed changes by the Tribe in the project scope and/or budgeted costs must be reviewed and approved by IHS as provided for in this Agreement.

4.4 PROCUREMENT STANDARDS

- 4.4.1 The Tribe shall use a system of contract Administration that ensures performance by its contractors in accordance with the terms and conditions of the contract and in compliance with OMB Circular A-102 as adopted by HHS at 45 CFR 92. (See Appendix F of this Guideline) The Tribe shall be responsible in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurement. These issues include, but are not limited to source evaluation, protests, disputes, and claims.
- 4.4.2 No employee, officer or agent of the Tribe shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer, or agent, (b) any member of his immediate family, (c) his or her partner, (d) or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for the award.
- 4.4.3 The Tribe officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

4.5 COMPETITIVE PROCUREMENT PRACTICES

- 4.5.1 All Tribe procurement under this Agreement shall be competitive and based on firm fixed prices unless approved by the Director, Division of Sanitation Facilities Construction, for reasons of public exigency, critical schedule constraints that could not have been anticipated, or essential equipment compatibility for operation and maintenance. The following

requirements apply:

- a. Materials, Construction, and Services (non A/E) Estimated at More than \$2,000 and Less than \$25,000: The Tribe shall solicit a written quote from a minimum of three (3) sources qualified to do the work and likely to submit a quote. The Tribe shall award a purchase order to the responsive, responsible source with the lowest quote.
- b. Materials, Construction, and Services (non A/E) Estimated at \$25,000 or more. The Tribe shall advertise formally for a minimum of 15 calendar days for sealed bids to be opened publicly at a specified time, date, and place. The Tribe shall award a contract to the responsive, responsible source which has submitted the lowest bid price.
- c. Architect/Engineer (A/E) Services: The Tribe shall solicit competitive proposals from potentially interested professional firms. A three-member selection board for the Tribe shall establish objective selection criteria before soliciting proposals. If IHS project funds are involved, at least one Registered Professional Engineer from IHS shall serve on the Board. The Tribe then shall select the firm determined by those criteria to be most qualified to perform the work. The Tribe shall attempt to negotiate with this firm to set fair and reasonable compensation. If negotiations with one firm are not successful, the Tribe may proceed to negotiate with the next most qualified firms. This process may continue until agreement is reached.

4.6 INDIAN PREFERENCE

- 4.6.1 If the Tribe has enacted an Indian preference ordinance of general applicability and agrees to apply the terms of that ordinance, the Indian preference requirements of that ordinance shall apply in lieu of IHS requirements as long as the effect is similar to that of IHS requirements. The Tribe may not give preference to tribal members or tribal companies only, or limit preference geographically, including restriction to those within reservation boundaries.
- 4.6.2 In the absence of a formally adopted Indian preference policy by the Tribe, preference shall be given in the award of construction and service contracts to those firms (or joint ventures) whose levels of ownership and control by enrolled Indians (or Alaska Natives) each equal at least 51% of the total on a continuing basis for the duration of the contract. Firms (or joint ventures) which satisfactorily document at the time of bid or quotation such ownership and control shall have an amount equal to 5 percent of the total bid deducted from the bid price for comparison with other bids. Once this deduction is made for qualified Indian firms (or joint ventures), the award will be made by the Tribe to the responsive, responsible bidder with the lowest resulting bid.

4.7 REQUIRED NOTICE TO PROSPECTIVE BIDDERS

4.7.1 The Tribe shall notify the vendors and contract bidders of the following:

- a. Indian Preference Policy for contracting/subcontracting.
- b. Minimum percentage of work to be performed by the Tribe's prime contractor (33 1/3%, unless otherwise specified).
- c. Responsibility of the Tribe for compliance with and enforcement of the contract (i.e., the contract is not a Federal contract).
- d. Restrictions on liens (state lien laws do not apply on Federal trust land).
- e. Remedy for disputes, as provided for under General Provisions.
- f. The role of the IHS.

4.8 WAGE RATES

4.8.1 Davis-Bacon wage rates shall apply for all construction contracts exceeding \$2,000 in value executed by the Tribe and funded by Federal agencies, except for work funded with HUD CDGB. The Tribe is responsible for reviewing payroll information submitted by the contractor for compliance with Davis-Bacon requirements. Unless it requests IHS to obtain wage rates, the Tribe shall request applicable wage rates directly from U.S. Department of Labor.

4.9 BOND REQUIREMENTS

4.9.1 For construction contracts on Federal trust land exceeding \$100,000, the Tribe shall require bid, payment, and performance bonds, as described below. For construction contracts on non-trust land in excess of \$50,000, payment and performance bonds shall be required. The IHS may accept the bonding policy and requirements of the Tribe, provided that IHS determines that its interest is adequately protected. In lieu of such determination, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to 5% of the bid price.
- b. A payment bond on the part of the contractor for 100% of the contract price.
- c. A performance bond on the part of the contractor for 100% of the contract price.

4.10 SUBCONTRACT LIMITS:

4.10.1 The prime contractor shall be required to perform with its employees and equipment at least 33.3 percent of the total amount of the work included in the contract. Copies of subcontract agreements may be required to verify the amount of work performed.

4.11 ADMINISTRATIVE PROVISIONS

4.11.1 The Tribe's contract shall contain the following provisions:

- a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (except small purchases).
- b. Termination for cause and for convenience by the Tribe including the manner by which it will be effected and the basis for settlement. (Contracts exceeding \$10,000).
- c. Compliance with the "Equal Employment Opportunity" Executive Order 11246 as amended. (Contracts and subcontracts exceeding \$10,000).
- d. Compliance with the Copeland "Anti-kickback" Act.
- e. Compliance with the Davis-Bacon Act. (Contracts exceeding \$2,000).
- f. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. (Construction contracts in excess of \$2,000).
- g. IHS requirements for reporting, as called for in this Agreement.
- h. IHS Indian preference requirements, or approved Tribal alternative.
- i. Access by the Federal government and the Tribe to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making an audit, examinations, excerpts, and transactions.
- j. Retention of all required records for three years after the Tribe makes final payment and all other pending matters are closed.
- k. Compliance with all applicable environmental laws and EPA regulations including Executive Order 11738. (Contracts exceeding \$100,000).

4.12 GENERAL PROVISIONS

- 4.12.1 In the absence of an equivalent set of General Provisions approved by Area SFC Division Director for construction contracts, Paragraph 1-45 of the General Provisions in Schedule B, Appendix B of the MOA Guidelines for the Public Law 86-121 Sanitation Facilities Construction Program - Working Draft dated June 2003, shall be included in their entirety in the Tribe's solicitation and contract. For procurement less than \$25,000, the Area SFC Division Director may approve a condensed set of these General Provisions that protects the IHS and Tribe's interests.

4.13 SPECIAL PROVISIONS

4.13.1 For procurement greater than \$25,000.00, the Tribe shall include in its solicitation and contract the Special Provisions shown as Schedule D, Appendix B of the MOA Guidelines for the Public Law 86-121 Sanitation Facilities Construction Program - Working Draft dated June 2003, unless otherwise provided for in the solicitation.

4.14 SUBMITTAL REQUIREMENTS

4.14.1 The Tribe shall include submittal requirements in the specification section of its solicitation.

4.15 FINAL INSPECTION

4.15.1 The Tribe shall conduct with the contractor, IHS representatives, and other interested parties, a final inspection of the facilities provided under the contract. Final acceptance and payment for the work by the Tribe shall not occur until the contractor has corrected all deficiencies identified at the final inspection and until the work is in full compliance with the plans, specifications and other contract requirements.

4.15.2 Work will be inspected by IHS to insure that the work performed complies with all the terms and conditions of the Tribe contract. Final IHS contribution for the work performed will not be released to the Tribe until such time as the IHS participates in a final inspection and determines that the work complies with all contract requirements.

4.15.3 Operation and maintenance of the facility or operational unit will become the responsibility of the Tribe once operation commences.

5.0 ADDITIONAL PROVISIONS FOR TRIBAL FORCE ACCOUNT

5.1 GENERAL PROVISIONS

5.1.1 The Tribe agrees to construct the proposed sanitation facilities, with its own construction employees, in accordance with plans and specifications prepared or approved by IHS.

5.1.2 The IHS contributions to the Tribe shall be made on a monthly basis in amounts recommended for approval by the IHS District Engineer based on the costs of construction during the previous month. Any funds paid and not expended within a given month shall be applied toward the next monthly estimate and the project funds adjusted accordingly.

5.1.3 The Tribe and IHS agree to work cooperatively to complete preconstruction planning activities including equipment, material and manpower needs, wage rates, qualifications necessary for the project superintendent, construction management, and the project schedule. The Tribe shall then complete a detailed construction cost estimate to demonstrate how the work will be performed within the project budget.

- 5.1.4 The Tribe and IHS acknowledge that project funding is limited to the amount shown in the Project Summary. If the Tribe's costs exceed the estimate in the Project Summary, the scope of the project may need to be reduced. Cost overruns discovered near the end of the project, or after completion of the construction, may not get reimbursed due to a lack of funds. Any proposed change in the project scope or budget must be approved by IHS prior to implementation.
- 5.1.5 IHS is responsible for construction inspection, approval of materials, quality control testing and final acceptance of all work. Final payment to the Tribe shall not be approved until after IHS has conducted the final inspection and approved the work.
- 5.1.6 The Tribe agrees that, 1) all of their employees working on construction or the project shall be covered by applicable workmen's compensation insurance, 2) a general public liability and property damage insurance policy shall be in force throughout the construction period.
- 5.1.7 The Tribe agrees to demonstrate to the satisfaction of IHS that a) adequate financial controls are in place to identify the source and disbursement of all funds, b) they will utilize a cost accounting system that will compare actual costs with budgeted amounts, c) accounting records will be supported by source documents, d) their procurement system complies with IHS requirements
- 5.1.8 The Tribe may not receive a profit, in excess of allowable costs, as approved by IHS in accordance with the allowable cost provisions of OMB Circular A-87.
- 5.1.9 The Tribe is responsible for jobsite safety and for compliance with all applicable State and Federal health and safety requirements. The IHS Project Engineer may stop work if a safety problem is unresolved by the Tribe.
- 5.1.10 The Tribe is responsible for resolving all tort claims, contractual disputes, protests and claims resulting from their activities on this project

5.2 ABBREVIATED COST CONTROL PROVISION

- 5.2.1 The Tribe and IHS shall agree on unit prices for the work to be performed. Prior to receiving contributions from IHS, the Tribe shall submit an itemized unit cost invoice showing the type and quantity of facilities constructed during the period covered by the request.
- 5.2.2 After appropriate deductions for cash advances, IHS shall contribute funds to the Tribe for the quantity of work performed, as demonstrated in the unit cost invoice, at the agreed upon unit prices, plus the project administrative support costs, if applicable.

5.3 TRIBAL FINANCIAL MANAGEMENT STANDARDS

- 5.3.1 The Tribe shall provide the following additional features in its financial management system:
- a. The Tribe shall submit a projected cash flow schedule. The Tribe and IHS shall minimize the time elapsed between fund transfer and disbursement.
 - b. A Tribal force account support fee will be paid to the Tribe in lieu of indirect costs. This fee is to cover the cost of a portion of the salaries and benefits of those tribal employees associated with project (not program) administration. The tribal force account support fee shall be 10% of the tribal disbursements for force account labor.

BEMIDJI AREA INDIAN HEALTH SERVICE SANITATION FACILITIES PROJECT

Assigned Project	Project Title and Date	Estimated Cost	
BE-15-J50	Project Summary for the Construction of Sanitation Facilities to Serve Other Category Homes on the Oneida Indian Reservation, Brown & Outgamie Counties, Wisconsin, March, 2015	IHS	\$ 190,000
		Tribal	\$
		Other	\$
		TOTAL	\$ 190,000

Under and pursuant to Public Law 86-121 and the authority delegated to me, I hereby approve the sanitation facilities project or modified project outlined in the attached Project Summary or amended Project Summary described above.

This Action: **Approves a new Sanitation Facilities Construction project**
 Approves an Amendment to a previously approved project
 Increases the Cost Estimate of a previously approved project by _____

Negotiation of necessary agreements or agreement amendments related to project execution, contributions, and responsibilities for operation and maintenance of the planned facilities may now be initiated. Negotiations shall be based upon the Project Summary or amended Project Summary as approved. Indian Health Service commitments shall not exceed the estimate set forth above. The assigned project number shall be utilized on all correspondence and documents related to this project.

Ty Warner is hereby designated as Project Officer and shall be responsible for the coordination of all activities related to the execution of the project.

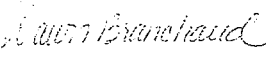
Upon receipt of a "Request for Transfer of Funds Between Public Law 86-121 Project Accounts" from the Area Office of Environmental Health and Engineering, the Area Financial Management Officer is hereby instructed to establish a new project account if necessary and to transfer into such account or previously established account an amount equal to the estimated cost set forth above less amounts previously transferred. Obligations and expenditures related to the project are to be charged to this account.

Fund Certification:

Date:

Funds in the amount of the IHS estimated cost less amounts previously transferred to this project are available in the Area and reserved for this project.

Project account will be established.
 Obligations will not be allowed until contributions are received.


 Digitally signed by Dawn Branchaud -S
 Date: 2015.03.16 09:12:48 -05'00'

 Area Budget Analyst

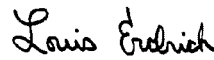
Approval Recommended:

craig.morin@ihs.gov

Digitally signed by craig.morin@ihs.gov
 DN: cn=craig.morin@ihs.gov
 Date: 2015.03.13 12:51:21 -05'00'

Director _____ Date _____
 Division of Sanitation Facilities Construction

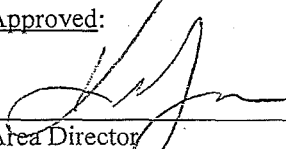
Concurrence:



Digitally signed by Louis Erdrich
 DN: cn=Louis Erdrich, o=OHEE, ou=HS, email=louis.erdrich@ihs.gov, c=US
 Date: 2015.03.13 13:12:00 -05'00'

Director _____ Date _____
 Office of Environmental Health and Engineering

Approved:



 Area Director
 Bemidji Area Indian Health Service

03/19/2015

 Date

- cc: Area Budget Analyst, BAO w/ att
 Field Engineer, RDO w/ att
 District Engineer, RDO w/ att
 Chairwoman, Oneida Tribe of Indians of Wisconsin, Oneida w/att
 DSFC Budget Clerk, BAO w/ att

PROJECT BE-15-J50

PROJECT SUMMARY

**CONSTRUCTION OF SANITATION FACILITIES
TO SERVE OTHER CATEGORY HOMES**



March 2015

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
ONEIDA INDIAN RESERVATION
BROWN AND OUTAGAMIE COUNTIES, WISCONSIN**

PUBLIC LAW 86-121

PREPARED BY:

Ty Warner
Ty Warner, P.E.,
Project Engineer,
Rhineland District Office

3/9/15
Date

REVIEWED BY:

Matt Zoch
Matt Zoch, P.E.,
Acting District Engineer,
Rhineland District Office

3/9/2015
Date

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL HEALTH AND ENGINEERING
BEMIDJI AREA OFFICE**

PROJECT SUMMARY
For The
CONSTRUCTION OF SANITATION FACILITIES
TO SERVE OTHER CATEGORY HOMES
for the
ONEIDA TRIBE OF INDIANS OF WISCONSIN
ONEIDA INDIAN RESERVATION
BROWN AND OUTAGAMIE COUNTIES, WISCONSIN

PROJECT BE-15-J50
PUBLIC LAW 86-121

INTRODUCTION

The Oneida Tribe, acting through the Project Manager of the Oneida Well and Septic Department, submitted a project request dated March 6, 2015, to the Indian Health Service seeking assistance under Public Law 86-121 to design and construct water and wastewater facilities to serve Other Category homes throughout the Oneida Indian Reservation. The Bemidji Area Office acknowledged this request and assigned project development responsibilities to the Rhinelander District Office.

This summary includes a discussion of existing facilities, recommended sanitation facilities, discussion of alternatives, diseases of environmental significance, participation, NEPA compliance, operation and maintenance, and a detailed cost estimate for the construction of the recommended sanitation facilities.

EXISTING FACILITIES

This project will serve an estimated 11 homes. Although all the sites to be served by this project have not been identified or reviewed, a brief description of the existing facilities typically found at homesites on the Oneida Indian Reservation is given below.

The communities of Ridgeland and Hillside are served by community water systems but do not have community wastewater systems. The communities of Oneida, Norbert Hill and Sandhill are served by community water and wastewater systems. However, many rural homes do not have access to these community systems.

The homes to be served by this project are scattered throughout the Reservation. IHS anticipates that most of the homes will not have existing water supply or wastewater disposal facilities. Either the home is newly constructed and lacks onsite facilities, or the homes have been recently renovated and the existing sanitation facilities are in need of renovation. Replacement facilities will be required at such sites.

RECOMMENDED FACILITIES

IHS recommends construction of individual sanitation facilities for 11 other category homes at a cost of \$190,000.00. The project sites have not been identified however, from past experience it

is anticipated that this project will construct wells, water systems, community water and sewer service lines, and septic systems at approximately 11 scattered homesites on the Oneida Reservation.

Water Supply:

Individual water supply wells will consist of a 4-inch or 6-inch well, pump, and water pressure system. Water service connections to community facilities will consist of a 1-inch PE service line, saddle with corporation stop, and curb stop with box.

Wastewater Disposal:

The on-site individual sewage treatment systems will consist of a septic tank, 4-inch PVC pipe, two-way cleanout with either a trench disposal system or pressure dosed mound system. Trench systems include drop boxes, perforated PVC pipe, and crushed rock, or chambered drainfield media. Pressure dosed mounds include an above grade distribution bed of graded sand, pump chamber, effluent pump and controls, and distribution piping. Sewer service connections consist of 4-inch PVC pipe, saddle, and two-way cleanout.

Solid Waste Disposal:

Solid waste disposal facilities will not be provided under this project.

DISCUSSION OF ALTERNATIVES

Alternatives considered for scattered projects include individual onsite facilities, connections/extensions to community facilities, or no facilities installed.

Generally, IHS recommends that rural homes receive individual wells and water pressure systems. Homes with existing wells and water systems will be renovated, as necessary. IHS also recommends that new rural homes receive a septic tank and onsite disposal system. Existing onsite systems will be renovated, if feasible. If site conditions preclude the use of standard systems, then the feasibility of alternative systems will be evaluated.

Homes adjacent to community water or sewer systems will be connected to those community facilities in lieu of individual facilities. Water and/or sewer main extensions may be necessary to serve these homes if determined to be feasible.

The development of new community facilities for most rural homes or clusters of rural homes is not considered feasible due to the high initial capital cost, high operation and maintenance burden, and the lack of any economy of scale. Installing no facilities would have a negative short and long term effect on public health as marginal or substandard systems could result.

DISEASES OF ENVIRONMENTAL SIGNIFICANCE

Members of the Oneida Tribe are served by a tribally owned and managed clinic located in the community of Oneida. A total preventive health care program is conducted on the reservation which serves a user population of approximately 14,533. Tribal members also receive care from consultants and referral hospitals located in the Green Bay, Wisconsin area.

Due to the lack of a permanent Epidemiologist on staff, statistics regarding "diseases of environmental significance" relating to the provision of safe, adequate, and suitable sanitation facilities are not collected by the Bemidji Area Office or the Office of Environmental Health and Engineering. However, this information may be available from the Service Unit or tribal clinic

through the RPMS. Also, the Great Lakes Epidemiological Center collects Epidemiological information for tribes in the Bemidji Area. This type of information may be available from the epidemiologists working for the Great Lakes Inter-Tribal Council.

PARTICIPATION

This project is being funded entirely by the Indian Health Service to provide adequate sanitation facilities for newly constructed and like-new homes. Upon execution of the Memorandum of Agreement between the Tribe and IHS, the Tribe shall provide the required sanitation facilities and services for its direct benefit using its own internal procurement system and its own Tribal employees. IHS shall provide technical assistance and contribute funds to the Tribe for the approved cost of the sanitation facilities and services.

Funding for this project will be provided through the Bemidji Area Indian Health Service Housing Support allocation. **The total estimated cost of this project is \$190,000.00.**

NEPA COMPLIANCE

The IHS is required to perform an Environmental Review on all projects or ensure compliance with the National Environmental Policy Act and other environmental laws and regulations. The following is a list of some of the specific environmental concerns addressed in the Environmental Review: wetlands, floodplains, endangered species, historic preservation (including cultural resources), wild and scenic rivers, coastal zones, wilderness areas, and prime farmland. A site may be deemed unfeasible if construction at the site would violate NEPA or other environmental regulations. The IHS requests and encourages Tribal participation in all phases of the Environmental Review process.

It is unknown what level of effort will be required to complete the Environmental Review due to the nature of the review process. Therefore, IHS will be only responsible for costs as outlined in the cost estimate of this project. The IHS shall endeavor to complete the Environmental Review in a timely and cost-effective manner. However, there may be delays in compilation of information that are beyond the control of the IHS. Finalizing the project concept as soon as possible will help to prevent excessive costs and delays associated with the Environmental Review process.

An Environmental Review and Documentation form will be prepared and kept on file with the Bemidji Area Office of Environmental Health and Engineering for the proposed facilities.

OPERATION AND MAINTENANCE

It is anticipated that most of the sanitation facilities to be installed under this project will be individual facilities. Operation and maintenance of these facilities will be transferred to the homeowners upon completion of the project. The responsibility for operation and maintenance of the proposed individual facilities will be borne by the homeowner. The IHS is available to instruct the homeowner in the proper use and maintenance of the facilities installed at each home site.

Estimated operation and maintenance costs for individual onsite facilities are summarized below. These costs assume that preventative maintenance will be performed as necessary.

Individual Well and Water System

Electrical Costs	\$3.00/month
Pump Repair and Replacement (This estimate assumes pump replacement every 8 years.)	\$8.00/month

Individual Sewage Treatment System

Septic Tank Cleaning (This estimate assumes that the septic tank is pumped every 2 years.)	\$4.00/month
--	--------------

The average monthly cost is estimated to be \$15.00. If maintenance is not performed regularly, including cleaning the septic tank, and the drainfield system fails, the cost to the homeowner will be much greater. The present cost of replacing a drainfield system is approximately \$7,000.00, and the cost of a mound system is approximately \$15,000.00. However, even a properly maintained drainfield will normally require replacing after 10-15 years.

Operation and maintenance of any community sanitation facilities provided under this project will be undertaken by the Oneida Utilities Department. The current rate for residential water usage consists of a flat rate of \$13.36 plus \$1.22 per 1,000 gallons of water usage. The Utility Department conducts meter readings on a monthly basis. The residential sewer rate is a flat rate of \$17.76 plus \$2.15 per 1,000 gallons based on water meter readings.

Community Water and Sewer Service

Community Water Service User Fee	\$13.36/month
	Plus \$1.22/1000 gal
Community Sewer Service User Fee	\$17.76/month
	Plus \$2.15/1000 gal

PROJECT COST ESTIMATE

Item	Description	Est. Qty	Unit	Unit Cost	Total Cost
<u>WATER</u>					
<u>COMMUNITY WATER</u>					
	Community Water Connection	7	Each	\$4,100.00	\$28,700.00
<u>INDIVIDUAL WATER</u>					
	Wells	4	Each	\$8,000.00	\$32,000.00
	Water System	4	Each	\$2,000.00	<u>\$8,000.00</u>
				Water Subtotal:	\$68,700.00
<u>SEWER</u>					
<u>COMMUNITY SEWER</u>					
	Community Sewer Connection	7	Each	\$4,100.00	\$28,700.00
<u>INDIVIDUAL SEWER</u>					
	Septic Tank and Mound System	4	Each	\$15,000.00	<u>\$60,000.00</u>
				Sewer Subtotal:	<u>\$88,700.00</u>
				Construction Cost Sub-Total	\$157,400.00
				Contingencies (~10%)	<u>\$15,600.00</u>
				Sub-Total	\$173,000.00
				Construction Support Cost (~10%)	<u>\$17,000.00</u>
				Total Project Cost	\$190,000.00

FUNDING SOURCES

IHS	\$190,000.00
Total Funding	\$190,000.00

Amount available for Construction \$173,000.00
 Construction Support Cost \$17,000.00
 Number of homes served by Project (11)
 Cost per home \$190,000/11 = \$17,272.73

STARS/PDS Data

Home Type	Number of Homes	W	S	L
H5	4	A	A	Z
H5	7	B	B	Z
Total Cost of Water Supply			\$82,928.84	
Total Cost of Wastewater Facilities			\$107,071.16	
Total Cost of Solid Waste			\$0.00	

**PROJECT SCHEDULE
INDIAN HEALTH SERVICE
SANITATION FACILITIES CONSTRUCTION
UNDER P.L. 86-121**

AREA: Bemidji Area Office PROJECT ENGINEER: Ty Warner

PROJECT TITLE: Other Cat. PROJECT LOCATION: Oneida Reservation

PROJECT NO.: BE-15-J50 CAN NO.: _____ ALLOWANCE NO.: _____

PROJECT DESCRIPTION: Other Category homes at scattered locations

NO. HOMES TO BE SERVED: 11 DATE PROJECT APPROVED: _____

ESTIMATED COST: IHS: \$190,000.00
 TRIBAL:
 IHS:
 OTHER: _____
 TOTAL: \$190,000.00

Action Item	Target Date	Actual Date	Remarks
MEMORANDUM OF AGREEMENT SIGNED	4/15		
ENVIRONMENTAL CLEARANCE	4/15		
ENGINEERING DESIGN INITIATED	5/15		
ENGINEERING DESIGN COMPLETED	7/16		
STATE HEALTH DEPARTMENT REVIEW	NA		
EPA NOTIFICATION	NA		
RIGHTS-OF-WAY REQUESTED	NA		
PROCUREMENT INITIATED	8/15		
CONSTRUCTION STARTED	8/15		
CONSTRUCTION COMPLETED	8/16		
AS-BUILTS COMPLETED	8/16		
O&M MANUAL COMPLETED	NA		
FINAL INSPECTION	8/16		
HOMEOWNER TRAINING COMPLETED	8/16		
FACILITIES TRANSFERRED	NA		
FINAL REPORT COMPLETED	11/16		

SIGNED: _____

Director, DSFC

DATE: _____

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 5 / 13 / 15

2. General Information:

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

[Empty text box]

Agenda Header: Minors Trust Schedule and Minors Trust Agreement Amendments

Accept as Information only

Action - please describe:

Needs approval - Amendments to the Per Capita Trust Agreement require written consent of both the Trustor (Tribe) and Trustee (Trust/Enrollment Committee).

3. Supporting Materials

Report Resolution Contract

Other:

1. Amendments to Per Capita Trust Agreement

3. [Empty text box]

2. Trust/Enrollment Committee Resolution 3-17-15

4. [Empty text box]

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/Enrollment Director
Your Name, Title / Dept. or Tribal Member

Susan White 5/1/2015

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

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Oneida Business Committee Agenda Request

6. Cover Memo:

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

The purpose is to amend the Minors Trust Agreement to make language consistent within both documents for the two distribution period in one year, the uniform distribution date and the supplemental distribution. The Trust/Enrollment Committee Resolution 3-17-15 and the Minors Trust Agreement and proposed amendments are attached. Such amendments require both Committees written consent. The Trust/Enrollment Committee approved the amendment at a duly called meeting on March 17, 2015.

Action required: Needs Business Committee approval

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Lisa M. Summers
Business Committee

Use this number on future correspondence:



2015-0424

FROM: James R. Bittorf, Deputy Chief Counsel

DATE: May 7, 2015

RE: Trust Committee-Amendment to Per Capita Trust Agreement

<p><u>Purchasing Department Use</u></p> <p><input checked="" type="checkbox"/> Contract Approved</p> <p><input type="checkbox"/> Contract Not Approved <i>(see attached explanation)</i></p>
--

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.)*

**AMENDMENT
to the
ONEIDA TRIBE OF INDIANS OF WISCONSIN PER CAPITA TRUST AGREEMENT
[Distributions]**

The Oneida Tribe of Indians of Wisconsin Per Capita Trust Agreement (the "Trust") was established on and effective beginning November 9, 1994, by and between the Oneida Business Committee of the Oneida Tribe of Indians of Wisconsin (the "Tribe"), acting on behalf of the General Tribal Council of the Oneida Tribe of Indians of Wisconsin ("Trustor"), and the Oneida Trust Committee of the Oneida Tribe of Indians of Wisconsin ("Trustee"). The Trust was most recently restated in its entirety on February 13, 2013.

By this instrument, the Trustee and Trustor hereby further amend the Trust to address annual distribution procedures.

1. The effective date of this Amendment shall be May 13, 2015, provided that its implementation may be postponed as necessary to coordinate beneficiary notices, as applicable, and distribution processing and other procedures necessary or appropriate in the implementation of this Amendment.
2. Article III of the Trust is hereby amended by replacing Section A(1) to read as follows:

A (1) Uniform Distribution Date(s):

All distributions under the Trust, other than those subject to subsections B (deferral), or C (pre-18 petitions), or as otherwise provided for and approved herein, shall be processed on a uniform annual distribution date to be set by the Trustee on or after the first day of each fiscal year, October 1. Attempts will be made to establish the Trust's uniform distribution date, when practicable, to coincide with the general distribution date(s) for adult per capita payments to the general membership. For any additional per capita payments, including supplemental payments for members who were eligible but did not make a timely submission, the Trust Committee may establish dates and deadlines associated with those payments, as needed.

3. Except as amended herein, the remaining provisions of the Trust, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Oneida Business Committee and the Oneida Trust Committee have caused this Amendment to the Trust to be executed by their duly authorized representative this 13 day of May, 2015.

Oneida Business Committee Representative

Oneida Trust Committee Representative



ONEIDA TRUST DEPARTMENT

P.O. Box 365 • ONEIDA, WI 54155

PHONE: (920) 490-3935 FAX: (920) 496-7491

ONEIDA TRUST/ENROLLMENT COMMITTEE RESOLUTION 3-17-15


Establishing Minor's Trust Distribution Schedule

- WHEREAS, the Oneida Tribe of Indians is a federally-recognized Indian government and treaty tribe 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 General Tribal Council has been delegated the authority of Article IV, Section 1 of the Oneida Tribal Constitution; and
- WHEREAS, the Oneida Tribal Council, by GTC Resolution 4-28-74, established the Oneida Trust Committee to receive, hold, and distribute Emigrant New York Claim settlement funds from the Bureau of Indian Affairs of the United States Department of Interior; and
- WHEREAS, pursuant to the Minor's Per Capita Trust Agreement adopted November 9, 1994, as amended; and in accordance with the Oneida Per Capita Ordinance adopted by Oneida Business Committee Resolution 7-12-00-B, as amended, the Oneida Trust / Enrollment Committee serves as Trustee to receive, hold, and distribute minor per capita trust funds to those eligible Oneida members; and
- WHEREAS, the Oneida Trust / Enrollment Committee has determined that the establishment of a uniform annual distribution date consistent, when practicable, with the general date(s) for annual adult per capita payments would be a more efficient use of Tribal and Trust resources.
- NOW THEREFORE BE IT RESOLVED, that the Oneida Trust / Enrollment Committee shall establish annual distributions to the extent practicable for consistency with the general membership per capita distribution; and
- NOW THEREFORE BE IT RESOLVED, that the Oneida Trust/Enrollment Committee approves of the attached Amendment to the Trust, as most recently restated on February 13, 2013, and authorizes the Chairwoman, in her official capacity to execute said amendment, and such additional documents as may be needed to implement these resolutions; and
- NOW THEREFORE BE IT RESOLVED, that this resolutions rescinds prior resolutions of the Oneida Trust/Enrollment to the extent inconsistent herewith

BE IT FURTHER RESOLVED, that the Oneida Trust/Enrollment Committee, pursuant to its authority, may make a supplemental distribution one time per year for those members who were eligible, but did not make a timely submission.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Trust Committee, hereby certify that the Oneida Trust Committee is composed of 9 members of whom 5 constitute a quorum. 7 members were present at a regular meeting duly called, noticed, and held on 17th day of March 2015; that the foregoing resolution was duly adopted at such meeting by a vote of 7 members for; 0 members against, 0 members abstaining; and that said resolution has not been amended or rescinded in any way.



Elaine Skenandore-Cornelius, Secretary

3-17-2015

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Motion to accept the travel report for Tribal Vice-Chairwoman Melinda J. Danforth for the Ohero:kon Rites of Passage in Akwesasne, NY - Apr. 28-May 01, 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:

The Oneida Business Committee approved travel to Akwesasne, NY. I did not attend the event, thus submitting the travel report to close out the travel.

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

BUSINESS COMMITTEE TRAVEL REPORT



Traveler Name: Melinda J. Danforth
 Enter name(s) of other Travelers OR [SPACE BAR] to delete

Travel Event: Ohero:kon Rites of Passage

Travel Location: Akwesasne, NY

Departure Date: 04/28/2015 **Return Date:** 05/01/2015

Projected Cost: \$791 **Actual Cost:** 0

Date Travel was Approved by OBC: 04/08/2015

Narrative/Background:

Travel did not occur due to scheduling conflicts.

Item(s) Requiring Attention:

N/A

Requested Action:

Accept the report and closeout travel.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 5 / 13 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Motion to accept the travel report for Tribal Vice-Chairwoman Melinda J. Danforth for the TTAG meeting with MN Tribes & HHS Region 5 Consultation held at Shakopee, MN & Carleton, MN - Feb. 17-18, 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:

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BUSINESS COMMITTEE TRAVEL REPORT



Traveler Name: Melinda J. Danforth
Travel Event: TTAG Meeting with Minnesota Tribes & HHS Region 5 Consultation
Travel Location: Shakopee, MN & Carleton, MN
Departure Date: 02/17/2015 **Return Date:** 02/19/2015
Projected Cost: Enter Cost **Actual Cost:** \$357.03
Date Travel was Approved by OBC: 01/14/2015

Narrative/Background:

Meeting with Minnesota Tribes & MN Department of Health Re: TTAG

On February 17, 2015 I presented to the Minnesota Tribes and the State of Minnesota Department of Health & Human Services relating to my role as the Bemidji area representative on the CMS Tribal Technical Advisory Group (TTAG). The goal was to establish a relationship with the Minnesota Tribes in order to effectively represent the Tribes in Minnesota on TTAG, and also establish an agreeable means to funnel the concerns to TTAG. The Tribes and DHS were very appreciative of my visit and requested that since they have a good working relationship with the Minnesota Department of Human Services, that DHS be the point of contact.

Region 5 HHS Consultation

On February 18, 2015 the Oneida Tribal representatives (Councilwoman Jennier Webster, Comprehensive Health Division Director Debra Danforth and I) met one on one with all of the HHS agency representatives in attendance. We had 20 minutes to address all of our concerns. The following issues were presented to HHS for consideration.

1. Conflict between Indian Child Welfare Act & WI Safe Haven Law
2. Supporting legislation (Medicare Like rates, SDPI funding, IHS funding becoming mandatory, etc.)

3. Update on Oneida's 340B issue and concerns with changes to the program that may impact the Tribes
4. Strengthening the State/Tribal consultation process and CMS consultation process
5. Budget/Funding
 - a. Bemidji area continues to be the lowest funded area in all of Indian Country
 - b. Creative ways to fund programs, like Medicare, directly to the Tribes so we can utilize those dollars to serve our population and not worry about State changes that will impact our tribal population. Via 638 compact?
 - c. Long Term Care funding in the budget. Long Term care funding was authorized under the Indian Health Care Improvement Act and now we need IHS to develop the rules and regulations, and also get money appropriated.

On the evening of February 18, 2015 prior to the full consultation, the Tribes met to discuss issues in their respective areas. Below are highlights of issues that were discussed.

1. Other WI Tribes were concerned about the conflict between the Indian Child Welfare Act and the Safe Haven Law, but were also concerned with the lack of enforcement in the Safe Haven law.
2. Ho Chunk Nation concerned that former felons who have turned their life around are not being considered to be approved foster parents. Feel that there should be some rehabilitation and/or forgiveness routes for those who have chosen and live a healthier lifestyle.
3. Little Traverse Bay announced that Michigan is undergoing a revamp of the child welfare system.
4. Ho Chunk announced that they were working on a MOU with the VA and that Ho Chunk insisted on language that protects their sovereignty and the VA isn't liking it. Was asking if other Tribes had the same issue.
5. Ho Chunk is looking for purchased and referred (formerly known as contract health) care models for behavioral health.
6. NIHB indicated that no Tribe in our region has submitted comments on the Dear Tribal Leader letter regarding Special Diabetes program initiative. Encouraged the Tribes to send comments back.
7. St. Croix expressed concern regarding the tribal only waiver option that the State of WI is working on. Concerned about the privatization of home health care services. Indicated that they were looking the White Earth model.
8. Mille Lacs would like to continue to highlight the prescription drug abuse issue as they continue to see infants being born addicted to opiates.
9. White Earth encouraged Tribes to look at their model, as they feel they have a comprehensive model around Indian Child Welfare.
10. White Earth would also like to look at the process and requirements for foster homes designation for those who have changed their lifestyles.
11. MAST would like to know where the Tribes are at with prescription drug abuse. They feel that HHS has been very supportive of this issue by hosting weekly and

monthly conference calls, making resources available to communities and grant funding.

12. MAST would like the Tribes to ask SAMSA for their review of why Tribes are not applying for grants. This was a question brought up at the last consultation and SAMSA said they would do a review. Tribes are indicating that the grants are not favorable to them because of the match amounts, or the community doesn't have enough eligible patients or the population to compete, or the qualifications are too high and the applications are too tedious.

On February 19, 2015 all the Region 5 Tribes met with all of the Region 5 HHS agency staff. During the consultation, tribal leaders were given an opportunity to give testimony on behalf of their Tribe. I represented Oneida and was able to touch upon all of the issues 1-5 that we spoke to HHS about the previous day. Oneida also mentioned the issue of applying for grants with SAMSA and HRSA. An additional issue we addressed broadly was FDA rules and regulations. We had received rules and regulations where the FDA was giving authority to the States and local levels of government, but did not give that same authority to Tribes.

HHS gave updates on the various issues that they had heard the Tribes expressing. Below are some of the comments pertaining to Oneida.

1. The 340B program will not undergo many changes, and the changes that are occurring will not impact the Tribes.
2. Office of Minority Health will be planning a grant writing session for Tribes in the region so we are able to compete for SAMSA and HRSA grants.
3. CMS continues to hear the concerns of the WI Tribes regarding Family Care and the Tribal Only Option Waiver that was submitted by the State of WI. Pam Carson committed to setting up a conference call between CMS, the State of WI and the WI Tribes to better answer the questions at hand.

Item(s) Requiring Attention:

1. Continue to monitor the Tribal Only Option waiver that the State of WI has proposed.

Requested Action:

Accept the report.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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 approve approximately 17 people to attend the Wisconsin Gaming Regulators Meeting in Lac Du Flambeau, WI., June 10-12, 2015 @ the LCO Casino Lodge & Convention Center.

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: Mark A. Powless Sr., OGC 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:

The Wisconsin Gaming Regulators Association (WGRA) promotes cooperative relationships among Wisconsin Gaming Commissions/Regulators. Promote exchange of thoughts, information and ideas which foster regulatory standards and enforcement that lead to consistent regulatory practices and methods of operations amongst the Wisconsin tribes. Promote educational seminars, which includes commissioners/regulators training. As noted in the agenda of the conference offers various regulatory workshops.

The focus of the conference is regulatory education, nationally known figures in Tribal Gaming provide informative presentations as an example the WGRA conference will provide various training tracks in the following areas, Gaming Employee Licensing/ Vendor Licensing, Regulatory Track, Technology Track, Surveillance Track.

The WGRA consists of all eleven (11) Tribal Gaming Commissions here in Wisconsin. The WGRA has been sponsored by various tribes here in Wisconsin this spring conference will be sponsored LCO Tribe/LCO Gaming Commission. As the conference is located here in Wisconsin all Wisconsin tribes make a concerted effort to send as many staff as possible, costs/travel associated with the conference is minimal due to the conference being held here in the state.

Please note that the Gaming Commission obtained a van from the tribes motor pool to keep travel costs down. Please further note due to cost constraints training and education seminar's have been kept to a minimum.

- 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

Wisconsin Gaming Regulators Association



Summer 2015 Conference Agenda

June 10-12, 2015

LCO Casino Resort



Wednesday, June 10, 2015

N o o n - 5 p m	Networking Events Golf Outing - Big Fish Golf Course Pontoon Rides - The Landing

Thursday, June 11, 2015

8:00 am - 4:00 pm	Registration			
8:00 am - 8:30 am	Breakfast Buffet			
8:30 am - 9:30 am	Invocation and Opening Ceremonies Keynote Address - Bill Guelcher, CEO Lake of the Torches Casino			
	LICENSING TRACK	REGULATORY TRACK	TECHNOLOGY TRACK	SURVEILLANCE TRACK
9:45 am - 10:45 am	Wisconsin Dept. of Justice - TBA	National Tribal Gaming Commissioners/Regulators - <i>Jamie Hummingbird, Chairman</i>	Doing the Math: Understanding Slot Odds and Payout Percentages - <i>Rich Williamson, VGT</i>	Video Analytics and Biometrics: What Works and What Just Isn't Ready? - <i>Billy David, Bo-Co-Pa & Associates and Jon Perry, Sting Surveillance</i>
10:45 am - 11:00 am	Morning Break			
11:00 am - 12:00 pm	OIGRC Vendor Investigation Case Study - <i>John Dillett, OIGRC</i>	Risk Assessment: Improving Audits and Controls - <i>Jason Besler, SDK CPAs</i>	Building the Best Commission Information Technology - <i>Thorsten Toms, Gun Lake Tribal Gaming Commission</i>	Building an Effective Surveillance Network Organization: What Do You Need to Know? - <i>Billy David, Bo-Co-Pa & Associates and Abe Martin, Oregon Surveillance Network</i>
12:00 pm - 1:30 pm	Lunch Break			
1:30 pm - 3:00 pm	Mock Licensing Hearing Panel Pt. 1 - <i>Mark Powless, Chairman, Oneida Gaming Commission</i>	Gaming Commission Teamwork - <i>Ken George, Jr. - Forest County Potawatomi Gaming Commission</i>	Using Databases to Improve Commission Efficiency - <i>Thorsten Toms, Gun Lake Tribal Gaming Commission</i>	Developing a Wisconsin Surveillance Network: Roundtable Discussion - <i>Billy David, Bo-Co-Pa & Associates and Abe Martin, Oregon Surveillance Network</i>

Wisconsin Gaming Regulators Association

Summer 2015 Conference Agenda

June 10-12, 2015

LCO Casino Resort



3:00 pm - 3:15 pm	Afternoon Break			
	LICENSING TRACK	REGULATORY TRACK	TECHNOLOGY TRACK	SURVEILLANCE TRACK
3:15 pm - 4:30 pm	Mock Hearing Panel Pt. 2 - <i>Mark Powless, Chairman, Oneida Gaming Commission</i>	Conducting Ch. 543 Audits - <i>Ben Buck, NIGC</i>	Basic Understanding of Information Technology: Things Every Regulator Should Know - <i>Billy David and Randy David, Bo-Co-Pa & Associates</i>	Cheats and Scams: What Do We Need to Know When Dealing With Gaming and Non-Gaming Departments - <i>Willie Vaccaro, Trainer, Forest County Potawatomi Gaming Commission</i>
5:30 pm - 7:00 pm	Networking Reception			
8:00 pm to Midnight	The Jamie Kelli Band - LCO Lounge - Sponsored by the Forest County Potawatomi			

Friday, June 12, 2015

8:00 am - 9:00 am	Breakfast Buffet			
	LICENSING TRACK	REGULATORY TRACK	TECHNOLOGY TRACK	SURVEILLANCE TRACK
9:15 am - 10:15 am	Digital Licensing - <i>Merydyan Technologies</i>	The Importance of Knowing and Communicating your Commission Philosophy - <i>Thorsten Toms, Gun Lake Tribal Gaming Commission</i>	Hiring Technical Staff: What You Need to Know - <i>Randy David, Bo-Co-Pa & Associates</i>	Report Writing Tune-Up - <i>Willie Vaccaro, Trainer, Forest County Potawatomi Gaming Commission</i>
10:15 am - 10:30 am	Break			
10:30 am - 11:30 am	Using Databases to Improve Licensing Efficiency - <i>Thorsten Toms, Gun Lake Tribal Gaming Commission</i>	Blended Audits of Class II and Class III Games - <i>Connie Herlache, Oneida Gaming Commission</i>	Gaming Laboratories International - TBA	Developing a Training Module: 10 Things to Consider - <i>Billy David and Randy David, Bo-Co-Pa & Associates</i>
11:45 am - 12:00 pm	Closing Ceremonies Lunch			

Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: 05 / 13 / 15 e-poll requested

2. General Information:

Event Name: BALAC Kick-Off Meeting Event

Event Location: Chicago, IL Attendee(s): Melinda J. Danforth

Departure Date: Jun 10, 2015 Attendee(s):

Return Date: Jun 11, 2015 Attendee(s):

3. Budget Information:

- Funds available in individual travel budget(s)
 Unbudgeted
 Grant Funded or Reimbursed

Cost Estimate: \$295.50 Reimbursed w/receipts

4. Justification:

- Liaison Appointment Responsibilities

To which Strategic Direction(s) does this travel relate?

- Advancing Principles Creating a Positive Organizational Culture
 Committing to Building a Responsible Nation Implementing Good Governance Processes

Describe the purpose of Travel and how it relates to the Strategic Direction(s) and/or your liaison area:

Travel is paid for by the Bemidji Area Leaders Acting for Change.

5. Submission

Sponsor: Melinda J. Danforth, Tribal Vice Chairwoman

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 5 / 13 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

x ||

Action - please describe:

Motion to accept the Government Services Division FY '15 2nd 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: *AW*

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:

The Governmental Services Division (GSD) second quarter report includes updated information on the outcomes of customers using the services within GSD. We are also including as an attachment to our report the second quarter results from Recreation. This department will be providing an overview of their 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

Governmental Services Division

Second Quarter Report

5/5/2015

Summary: The following document represents a continued improvement in performance reporting by GSD. The document reflects the continued upgrade and implementation of the Balanced Scorecard. This report continues to reflect the utilization of two sub-systems in human development.

One system charts Wellness Services which GSD introduced in our 2009 Scorecard report. The other interdependent system charts Growth & Development Services.

Both systems identify stages of development, with targeted knowledge, skills and abilities and human development outcomes achieved, prior to moving on to the next stage of development. Please note that not all GSD Service Areas are represented in this report. Some larger Service Areas are still in the process of finalizing customer KSA's and customer outcomes.

The following is a brief definition of KSA, as it applies to GSD Services.

KSA Description

Knowledge – Mastery of facts, range of information in subject matter area.

Skills – Proficiency, expertise, or competence in given area. For example, science, art, crafts, Culture/Language, social, employment.

Abilities – Demonstrated performance to use knowledge and skills when needed.

As reported previously, GSD has focused on the balanced development of the Oneida People. This includes three primary aspects, Cultural, Social and Educational. It is imperative that the Oneida population receive and practice knowledge, skills and abilities that provide a sound foundation in Cultural, Social, Intellectual, Spiritual, Emotional, Physical and Occupational Wellness.

The 3 Sisters Initiative, designed to achieve a high level of Wellness, is moving slowly in the implementation process. The system with the most progress is the Culture System. The Rites Of Passage initiative has provided a breakthrough in understanding the GSD Stages of Development Model. Due to the breakthrough, staff can now relate to the requisite knowledge, skills and abilities concept, that promotes competency and functionalism throughout the Oneida Society. The Division Office will be meeting with the Social Service and Education Areas to develop project plans, improve and increase their implementation results.

The Fitness and Adventure Area, based on continued customer feedback and requests, plans to increase hours of operation, both daily and weekends. To meet this need the Fitness Center will need additional funding for personal and equipment. The change in operations will result increased utilization of services, which should result in savings in health care cost.

The forecast in the wellness profession continues to indicate the demand for the service will continue to grow. More and more people are aware of the fact exercise is highly important to living a wellness lifestyle.

The Oneida Veterans Affairs Department has made a recent breakthrough with the Department of Veterans Affairs. Due to the initiative of the Veterans Director, the Veterans Administration has entered into an agreement with the Oneida Anna John Nursing Home, to provide benefits to Veterans who become patients and or residents of the Nursing Home. For the GSD third quarter report, the Veterans Director will provide an update of the Veterans Department, to include the agreement with the Veterans Administration.

Child Care provides care for children at a moderate fee, based on a sliding fee scale. We service an average of 87 children daily, ages 6 weeks to 8 years of age; offering opportunities for the children to experience the Oneida language and culture while working to get ready for kindergarten. If children are attending the school age care, teachers help them with their homework. We also provide a nutritious lunch and snacks.

The **Early Intervention** program is seeing an increase in children with disabilities on the Oneida Reservation. We are currently providing direct therapy services to more children ages Birth to 5 years old this year when compared to last year. The program has also seen an increase in attendance at our parenting events: Lunch & Learn, Connecting Families with NWTC and collaborating events with Oneida Head Start. We anticipate more children needing services in the future because parents are more informed and are seeking services for their children. To meet the needs of parents and children, Early Intervention has begun collaborating with more agencies within the Tribe and outside agencies. This collaborative approach benefits programs because services are offered to more families and it helps programs share costs for events. On April 25th a collaborative event at NWTC with five (5) Oneida organizations and six (6) outside agencies provided services to 166 families, including 238 children.

The **Job Training Programs** (WIA Employment and Training and Vocational Rehabilitation Services) provide employment enhancement training and services to the most at-risk populations. Consumers of the WIA Employment and Training Program must have household income below the Federal poverty-level guidelines, be unemployed (having been laid-off as opposed to not working), or under-employed (working less than full-time at entry level wages). Consumers of the Vocational Rehabilitation Services Program must have a diagnosed physical, mental or psychological condition which serves as a significant barrier to employment. Consumers of both Programs are almost always not in the workforce at the time of enrollment in the Programs. They are usually dependent on tribal, state and/or federal programming for their subsistence. Overall, when compared to most programming of the Tribe, the Job Training consumer numbers are very low, however, successful entry of a Job Training consumer into the workforce has, we believe, a much greater impact personally, for the family, and tribally. Consumers who were once almost

totally dependent on the tribal, state and federal dollar now become contributors to the community through an enhanced quality of life.

The following is data is taken from the GSD Scorecard management program. This systematic program allows GSD to align service activity with service outcomes. This process enables GSD management staff to track service performance and make appropriate adjustments, to keep activity moving toward the intended customer outcome.



Service development outcomes and customer results.

Infant - Birth to 18 months:

Child Care

Outcome-Best Practice	Our Result(s)
Can briefly calm self, Begins to babble and say simple words, Let you know if they are happy or sad, Begins to roll, Shows curiosity to things around them, Begins to sit, stand than walk, May be afraid of strangers	4 out of 4 infants planned this quarter met requirements to move to the next classroom.

Early Intervention

Outcome-Best Practice	Our Result(s)
Developmental screens for infants.	8 Referrals, 6 Screens
Several Child find Activities throughout the year to identify and provide services to infants with disabilities	2 events collaborating with NWTC and Oneida Head Start
Early Intervention providing advocacy services for the family.	3 children referred to Brown or Outagamie Counties.

Fitness:

0-18 month outcomes: 1% of membership (23 total); 23 Oneida Enrolled

Knowledge: Can identify one or more parts of the body. Understands and can point to objects asked of him or her.

Skills: The skill of gaining greater control of their head, arms, and legs. Crawling and pulling themselves up on things, and start to move from standing to sitting & sit alone for extended periods of time.

Abilities: Should have the ability to walk with little or no assistance. The ability to hold onto and lightly exercise with deflated beach balls, foam balls, balance with assistance etc. Play simple games together, such as puzzles and shape sorting.

Cultural Heritage:

0-18 month outcome

Developing individuality, welcome and introduction to the Oneida World around us: Focus on parents, siblings, immediate family and clan. The Culture/Language Archivist/Educator conducted at least 3 welcoming ceremonies this quarter. He also conducts presentations with parents, observing the world around them.

2/11/2015

Toddler – Early Childhood 18 months to 3 years

Child Care

Outcome-Best Practice	Our Result(s)
Says several single words and begins sentences, Feeds self, Knows names of familiar people and body parts, Begins to sort shapes and colors, Builds towers of more than 6 blocks	2 out of 2 toddlers planned this quarter met requirements to move to the next classroom.

Early Intervention

Outcome-Best Practice	Our Result(s)
Developmental screens for toddlers..	16 Referrals from agencies, 14 Screens
Several Child Find activities to identify and provide services to toddlers with disabilities.	2 events collaborating with NWTC and Oneida Head Start
Early Intervention providing advocacy services for the family.	On average 28 children are on Birth to 3 services.
Children that are between 33 months to 2.9 years old may receive screens/ evaluations; qualified youth are eligible for school based therapy services on their 3 rd birthday.	4 children aged out of Birth to 3 services and continued services under the pre-school program.

Family Fitness and Experiential

19 months- 3 years outcomes: 2% of membership (98 total); 42 Oneida Enrolled / 56 Other

Knowledge: At this age the child can identify basic colors, say the alphabet, sort objects by shape and color, play make-believe with dolls, toys or other people. Understand how exercise is good for the body and how the heart can get stronger.

Skills: take turns in games, cooperate with other children, and copy other people's behavior (adults and peers).

Abilities: To run and walk on command, throw and kick a small ball, balance without assistance on small balance beam, sit up and repeat, and lift things up over their head and place back down.

Cultural Heritage:

19 months-3 year outcomes

Inquisitive-exploring, Creative, Understand role in family, Able to assist with small tasks
Learns through play, Can introduce self in the Oneida language, Identify common things in the Oneida Language

2/11/2015

Pre-School – Play Age 4 to 5 years

Child Care

Outcomes-Best Practice	Our Result(s)
Enjoys doing new things, Knows some basic rules of grammar, Understands the idea of counting, Sings songs or says poems, Hops and stands on one foot up to 2 seconds, Wants to please friends, More likely to agree with rules, Speaks clearly, Can print some letters and numbers, Can use the toilet on their own, Swings and climbs	3 out of 3 pre-schoolers planned this quarter met requirements to move to the next classroom

Early Intervention

Outcomes-Best Practice	Our Result(s)
Eligible 3-5 aged children may receive speech and language, occupational, and physical therapy. Early childhood special education services are also provided to children who qualify with a significant development delay (DPI definition). All services are provided through an Individual Education Plan (IEP) developed by the IEP Team.	This quarter 35 referrals, 33 screens completed. Ended quarter with 29 children on Individual Education Plans.
Provides parent training opportunities with Lunch & Learn and Dinner & Learn events.	3 Lunch & Learn and 2 Dinner & Learn events were held, 156 Oneida families participated.

Youth Enrichment Services (Y.E.S)

Outcomes-Best Practices	Our Result(s)
Y.E.S children in kindergarten are acquiring the grade level appropriate KSAs in literacy (reading, language, writing) and math and acquiring/developing appropriate social and organizational skills.	See chart under School Age: 6-12 years.

2/11/2015

Arts Program

Outcomes-Best Practices	Our Result(s)
Emotional Response: Children recognize emotions of music, Basic Rhythm: Children are able to feel the beat, clapping their hands or moving their feet. Basic Sound: Children are able to hear pitch and sing basic songs. Basic Sights: Children are able to use crayon/paint/pencil to draw images. Basic Story: Children are able to listen to stories, remember the plot and character and act out.	Under 5

Family Fitness

4-5 years outcomes: 3% of membership (149 total); 120 Oneida Enrolled / 29 Other

Knowledge: Speak clearly using more complex sentences, Count ten or more objects, Correctly name at least four colors and three shapes, Recognize some letters and possibly write his or her name, Better understand the concept of time and the order of daily activities, like breakfast in the morning, lunch in the afternoon, and dinner at night.

Skills: Children learn through play, and that is what your 4- to 5-year-old should be doing. At this age, your child should be running, hopping, throwing and kicking balls, climbing, and swinging with ease.

Abilities: Stand on one foot for more than 9 seconds, Do a somersault and hop, walk up and down stairs without help, walk forward and backwards easily, and peddle a tricycle or ride on gymnasium scooters.

Cultural Heritage:**4-5 year outcomes**

Special gift is identified-Personality, insight to the world around them, Begin to learn ceremonial songs, social songs and short thanksgiving address, Dance at ceremonies and social dances Understands they are a part of the environment, Able to help tend gardens and know the foods of substance, Encouraged to listen to inner voice, instinct, "red flags"

2/11/2015

School Age: 6-12 years:**Community Education Center:**

Outcome- Best Practice	Our Result(s)
Homework help/tutoring when needed to help students be successful in school.	We have only had one homework help students this quarter.
Provide technology enrichment program during winter break	14 students attended the program

Youth Enrichment Services (Y.E.S.)

Outcomes-Best Practice	Our Result(s)
Y.E.S. children who are in grades one through eight who are acquiring grade level appropriate KSAs in reading, math, and science, along with appropriate social skills and organizational skills for their grade levels.	<p><u>Dr. Martin Luther King Elementary</u></p> <p>Approximately one-fourth of the student body at King are American Indian youth. The Y.E.S. Native students at King have shown an increase in grade point average (GPA), with the majority at a 2.5 or above GPA. The greatest area of concern continues to be math, with many students needing additional support with basic math facts and keeping up with new concepts being introduced on a daily basis. Many parents are unable to help with the way math is currently being taught.</p> <p>The majority of the King children are reading at grade level, with a group of youth still struggling. Parents continue to be encouraged to read with their child/children at home to help improve skills. The morning program continues to help 20 students improve their reading skills and have shown improved attendance.</p> <p>Staffing – There is one Y.E.S. Staff member at King, an Advocate. The addition of a Y.E.S. Specialist, who would be a teacher, would be beneficial to the children by being able to provide academic enrichment with developing/improving math (with more of an emphasis on math) and reading skills both in and outside of the classroom on a daily basis.</p>

Arts Department

Outcome-Best Practice	Our Result(s)
<p>Emotional Response: Children recognize and can correctly sing the emotions of music. Rhythm: Children are able to feel the beat to dance with music (specifics dance KSA for social music). Song: Children are able to match pitch, sing with correct voice, and sing in 2 parts (specific music KSA for hymn singing and choral music). Visual: Children are able to convey their creative ideas using visual mediums. Craft: Children are comfortable exploring Iroquois and other crafts. Theatre: Children create stories and are able to act them out physically or with puppets. Creative: Children analyze the world and convey their ideas and understanding in some physical way (writing, dancing, singing, drawing, crafts, acting). Social: Children work together and separately to complete projects. Emotionally: Children are able to empathize and/or support each other. Personal: Children explore and expand their boundaries of KSA.</p>	140 youth

Fitness:

6-12 years outcomes: 15% of membership (662 total); 541 Oneida Enrolled / 121 Other

Knowledge: Understanding rules in sport games & able to express those rules to other who ask, basic knowledge of nutrition (Why is milk good for you? What does milk make stronger?), Basic knowledge of body movements, awareness of space, awareness of position. (Where on the field or in the classroom do I need to be? What space is mine when I enter a sport, classroom, or other designated area?)

Skills: The skill of communication with other children that they are engaged in sports with, the skill of completing full sport games and understanding why rules are necessary for sports. The skill of knowing about different concepts as it applies to the body through exercise and nutrition. (May not have the knowledge of this yet but still recognizes this and can understand that it is there.)

Abilities: Bat a ball with emerge, ride bike and be able to kick balls from a running start, throw a ball with accuracy & catch a ball with one hand. Run to necessary bases and lastly has the ability to lift small weights.

Cultural Heritage:**6-12 year outcomes**

Able to introduce themselves, their parents, siblings, immediate family and clan, Understand they have a place in the community, Understand they contribute, Ability to listen, Sing songs Tell stories, Developing special talent, Play games-lacrosse, hand ball, Learn values established by tribe and Great Law, Begin to learn roles and responsibilities as young adults

2/11/2015

Adolescent: 13-18 years:**Job Training**

Outcome-Best Practice	Our Result(s)
VR Services: Students are transition students with disabilities. Counselors work with students, their parents and school special needs staff to develop an Individualized Education Plan (IEP). The plan identifies student needs, services that will benefit the student as they transition from schools to post-secondary training or employment.	14% of active consumers or 11 clients (transition students) are in this age grouping.

Higher Education

Outcome-Best Practice	Our Result(s)
To have knowledge of higher education careers through guidance counseling and advising. To have the knowledge about the Oneida Higher Education (OHE) funding opportunities and how to apply.	4 students are currently being funded from the age group

Community Education Center:

Outcome- Best Practice	Our Result(s)
We provide homework assistance and tutoring for students in this age group in all academic areas.	During this quarter, we have tutored 4 students
We assist with college applications and college preparation assessment tutoring.	3 students received these services this quarter
One main focus use to be PASS credits for high school students who are credit deficient. This has turned into a very minor service provided due to all area high schools have their own credit recovery programs within their schools.	5 student have worked on PASS packets during this quarter.

2/11/2015

Youth Enrichment Services (Y.E.S.)

Outcome-Best Practice	Our Result(s)
<p>Y.E.S. adolescents who are in middle/high school who are acquiring grade level appropriate KSAs in reading, math, and science, with appropriate social and organizational skills for their grade levels.</p>	<p><u>Green Bay Lombardi Middle School</u> Teachers are making more frequent contact with the Advocate to ask about specific students or to inquire about general cultural practices. As the comfort level the staff has increased, more teachers are asking questions and opening a dialog.</p> <p>Boys and Girls Groups - currently have 60-70% of students participating, which is an increase in the percentage of students participating</p> <p>Customer base is growing every year, there are now 88 students enrolled in program. The majority of increases (25) have come in the Title VII group of students.</p> <p>The students who regularly attend their academic enrichment sessions with the Specialist are doing well. Those who do not consistently attend their sessions are falling behind. More parental support for youth getting their homework completed would help.</p> <p><u>Green Bay Southwest</u> - The customer base had decreased slightly this past grading period. The number of students on average dropped the second semester as students schedules change. The large study hall 4225 has also changed the way that it works with students. It has gone from a very strict study hall to a more open feeling with computers, printers and more inviting tables for students.</p> <p>Vision of Success has also moved to the large study hall and they have teachers assisting during various hours. Overall, those students who do continue to work with us on a regular basis show signs of decreased missing assignments and improved grades</p> <p><u>Seymour Rock Ledge Elementary and Intermediate Schools</u> - Approximately half of the students have a GPA over 2.5. The youth are not doing as well in the area of attendance due to illnesses (colds/flu). There were some academic gains during the last quarter and with encouragement, the students are working hard to reach their goals.</p> <p><u>Seymour Middle School</u> - Some of the middle school youth have had diverse and complex issues arise in their personal lives. The Y.E.S. Staff at Seymour continue to address those issues with the children, their families, and the school staff by coming up with individualized plans for intervention. The number of lower grades (Ds and Fs) continues to decline.</p> <p><u>Seymour High School</u>. During the time of the vacancy the Specialist provided the Seymour youth with academic assistance, case management, post-secondary guidance, and social/emotional support. The majority of the Y.E.S. Some of the students transfer out, and five youth recently returned to Seymour, citing the assistance they received from the Y.E.S. Program as the reason for their return.</p>

	<p>A number of students (13) are currently working on credit recovery. These youth could use the continued assistance throughout the summer months to recover credits, if the Specialist could work throughout the summer..</p> <p><u>West De Pere Middle School</u> The Y.E.S. Specialist cannot report improving grades across the board, her students feel supported, loved, and that they have a safe place at school because of the YES Room. The youth also know they will be held accountable for missing work, lack of effort, and behavior issues. The YES room serves more than a mere academic purpose for my students, particularly because there is not a YES Advocate at the WDPMS site.</p> <p><u>West De Pere High School</u> - The West De Pere High School students are doing slightly better academically and with attendance than in past years. The customer base has remained pretty consistent, with a slight increase in the number of students utilizing the Y.E.S. Room over the last three years.</p>
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Arts Program

Outcome-Best Practice	Our Result(s)
Same as 6-12, only the next level up. Leadership: Children are able to assume more responsibility to model KSA for the younger children. Civic: Children are able to demonstrate Civic pride through projects.	35 youth

Fitness:

13-18 years outcomes: 13% of membership (573 total); 469 Oneida Enrolled / 104 Other

Knowledge: Between these ages youth begins with the Knowledge to apply concepts to specific examples, learns to use deductive reasoning and make educated guesses, learns to reason through problems even in the absence of concrete events or examples, becomes able to construct hypothetical solutions to a problem and evaluate which is best, focus on the future develops, starts to set personal goals (and may reject goals set by others)

Skills: The skill of engaging in a conversation with others that leads to healthy conclusion, the skill of being able to explain to other peers the importance of fitness & nutrition. Skills such as expertise in their sport, friends sport, or sport being learned as well as exercise importance and nutrition importance.

Abilities: The ability for movement and coordination. (Able to work and hands & feet simultaneously), able to exercise safely, eat healthy, the ability to understand weight & eating problems, & the ability to stay fit.

Cultural Heritage:

13-18 year outcomes

Rite of passage – Males more physical, females natural , Recite a personal thanksgiving address
 Begin to learn about the responsibilities of parenthood, commitments, ways to stay connected to the environment, Creative use of games to settle differences (lacrosse, stickball, ring tosses)

The Culture/Language Archivist/Educator performs daily lessons on language acquisition. He conducts immersion classes to explain cultural relevance to participants.

2/11/2015

Young Adult 19- 35 year:**Job Training**

Outcome-Best Practice	Our Result(s)
Services include: counseling and guidance, employment skills ("soft skills") training, resume' development, employment application assistance, cover letter drafting, interview preparation, job search assistance (both electronic and manual). Other employment-related services (work clothes, shoes, tools, licensure and certifications testing) provided depending on individual needs. Consumers are successful when they are able to access the work place, and greatly improve their quality of life.	WIA: 42% of active consumers or 13 clients are in this age group. VR Services: 38% of active consumers or 29 clients are in this age group.

Higher Education

Outcomes-Best Practices	Our result(s)
To have knowledge of higher education careers through guidance counseling and advising. To have the knowledge, skill and ability to successfully complete their semester/term of higher education funding avoiding OHE academic probation or suspension. To have the knowledge about the OHE funding opportunities and how to apply.	143 students are being funded in this age group

Community Education Center:

Outcome- Best Practice	Our Result(s)
Students in our GED and HSED programs acquire the skills in the areas of Math, Language Arts, Science, Social Studies, and Technology Education that is equal to what is necessary to graduate high school. Students learn Employability skills for their HSED.	40 of the GED/HSED students are Oneida enrolled, family members, or other Tribe 9 of GED/HSED student
Tutoring and academic support for students in post-secondary programs in mathematics and language arts	We served 30 student in this age group
Resume, job application, and letter-writing assistance. TANF Clients are required to participate in Budgeting classes	We have provided roughly 25 clients with these services during this quarter.
Financial Literacy classes and credit counseling are also offered	2 participants in this age range received credit counseling this quarter.

2/11/2015

Various computer & technology classes are offered to adults of all ages. We offer Beginning, Intermediate and Advanced classes.	10 participants in this age range took computer classes.
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Arts Program

Outcome-Best Practice	Our Result(s)
Community: People coming together as a community to participate in cultural and creative arts. Wellness: People explore crafts and creativity as personal hobby. Creativity: People find their own voice in describing the world.	62 young adult

Fitness:

19-35 years outcomes: 24% of membership (1074 total); 792 Oneida Enrolled / 282 Other

Knowledge: The understanding that for all actions there are reactions. This goes with every part of your life. (Examples: knowing that if you don't exercise on a regular basis, you could be out of shape; knowing that if you eat bad or unhealthy that you are not getting all of the necessary nutrients that the body needs to sustain it and this could possibly lead to obesity.) Knowledge of what needs and wants are, the ability to distinguish between deciding what a need is and what a want is. (Examples: I need to take care of my body if I want to be a health individual as opposed to a want which would be "I want to get liposuction because I am overweight and don't feel like dieting or exercising")

Skills: Competence in performing fitness and nutrition programs, competence in performing all associated exercise that goes with all programs at Oneida Family Fitness, the proficiency of setting short and long term goals and being able to understand what it will take to reach those goals.

Abilities: Ability for advanced movement and coordination when engaging your body in those types of workouts. Your body has the ability to perform all the necessary exercises in classes and programs that Oneida Family Fitness offers. The ability for the brain to understand the concepts of holistic nutrition & fitness programs and apply those concept's to whatever they are engaged in fitness activities

Cultural Heritage:

19-35 year outcomes

Know role as a parent, identify child care techniques, Well-developed individual talent, Recite ceremonies, Teach songs, dances, Make drums, rattles, cradle boards

Veterans Office:

Outcome-Best Practice	Our Result(s)
Wellness	Our nursing home is now certified for Veterans

2/11/2015

Middle Age Adult: 36-64 years:**Job Training**

Outcome-Best Practice	Our Result(s)
Services provided are basic counseling and guidance, employment skills (“soft skills”) training, resume’ development, employment application assistance, cover letter drafting, interview preparation, and job search assistance (both electronic and manual). Other employment-related services (work clothes, shoes, tools, licensure and certifications testing) may be provided depending on needs of the participants. Consumers are successful when they access the work place and secure employment, and greatly improve their quality of life.	WIA: 58% of active consumers or 17 clients are in this age grouping. VR Services: 45% of active consumers or 34 clients are in this age grouping.

Higher Education

Outcome-Best Practice	Our Result(s)
To have knowledge of careers through guidance counseling and advising. To have the knowledge, skill and ability to successfully complete their semester/term of higher education funding avoiding OHE academic probation or suspension. To have the knowledge about the OHE funding opportunities and how to apply.	76 students are being funded in this age group.

Arts Program

Outcome-Best Practice	Our Result(s)
People coming together as a community to participate in cultural and creative arts. People explore crafts and creativity as personal hobby. People find their own voice in describing the world.	78 adults

Fitness:

36- 64 years outcomes: 34% of membership (1483 total); 946 Oneida Enrolled / 537 Other (Very little changes from 19-35 & 36-64 with knowledge, skills, & abilities within the fitness & wellness)

Cultural Heritage:**36-64 year outcomes**

Begin preparing for Grandparent, Know ceremonies-rites-rituals, Look at signs to begin ceremonies-rites-rituals, Be able to conduct a part of the ceremony-rites-rituals

2/11/2015

Elder/Older Adult: 65 and older:**Job Training**

Outcome-Best Practice	Our Result(s)
Services include: counseling and guidance, employment skills ("soft skills") training, resume' development, employment application assistance, cover letter drafting, interview preparation, job search assistance (both electronic and manual). Other employment-related services (work clothes, shoes, tools, licensure and certifications testing) provided depending on individual needs. Consumers are successful when they are able to access the work place, and greatly improve their quality of life.	VR Services: 3% of active consumers or 2 clients are in this age grouping.

Arts Program

Outcome- Best Practice	Our Result(s)
Staying Involved: elders keep active and vital, Sharing with Others: elders serve as teachers and mentors to younger people learning, Creativity: elders use their KSA in life and arts as their expression.	50 older adults

Fitness:

65 and older: 8% of membership (337 total); 177 Oneida Enrolled / 160 Other

Knowledge: Seasoned veteran, all intellectual applied knowledge has been attained in all areas of life to include; personal, nutritional, exercise & fitness, relationships, attitudes...etc.

Skills: Competence to understand the concepts that are offered as pertains to exercise & fitness, expertise in all areas that have to do with exercise and fitness for their body, and proficiency of helping and teaching others the skills of fitness & nutrition within their age category.

Abilities: Ability for movement and coordination when engaging your body in lighter physical activity exercises. Your body has the ability to regain flexibility and the ability to adapt to certain fitness classes. The ability for the brain to understand the concepts of holistic nutrition & fitness programs and apply those concept's to whatever they are engaged in. **Ability for movement and coordination (instead of advanced movements however it would be basic movements)**

Cultural Heritage:**65 and older**

Be available to answer questions from younger generations, Utilize as counselors, guides, comforters, Healing properties of grandparents

2/11/2015

HR Data:

Date	Caucasian	Oneida, enrolled of Wisconsin	Asian	Hispanic/ Latino	Black /African American	American Indian/ Alaskan Native	Total
Aug- 14	107	221	1	1	3	14	347
Nov- 14	103	182	1	1	3	14	304
Dec- 14	103	184	1	1	3	15	307
Jan- 15	103	185	1	1	3	16	309
Feb- 15	103	184	1	1	3	16	308
April- 15	101	177	1	1	3	15	298

To provide greater understanding and insight into Recreation Services, and to obtain your feedback for continuous improvement, I have asked the Oneida Recreation Director to provide a brief overview of Recreation Services.

FY15 GSD Quarterly Report

Oneida Recreation

Second Quarter

Month	Attendance – Visits	Current Members
January 2015	2112	104
February 2015	2125	333
March 2015	2378	385

*NOTE: all memberships need to be renewed beginning 1/1/15.

Service Development Outcomes and Customer Results:

- **Birth to 18 months:** No results
0 Membership
- **Toddler – 18 mo. – 3 years :** No Results
0 Membership
- **Pre-School – 4-5 years:** No Results until summer program
1 membership
0 Male 1 Female 0 Oneida 0 Descendant 0 Other Tribe 1 Other
- **School Age – 6-12 years:**
195 memberships
84 Male 111 Female 108 Oneida 9 Descendant 24 Other Tribe 54 Other

Physical Development Needs: *This age group is finally learning to master gross and fine motor skills. They have lots of energy and enjoy physical activities and structured games with rules. Our Sports & Fitness areas provide ample opportunities for school-age children to expend their extra energy. We encourage all school-age children to participate in 60 minutes of physical activity daily (the recommended amount according to the President’s Council on Fitness). We also provide youth with opportunities to participate in structured leagues such as youth basketball.*

Month	Outcome	Civic Center Result	Clifford E. Webster Result
January 2015	Each member completes 60 minutes of physical activity/day.	34%	49%
February 2015	Each member completes 60 minutes of physical activity/day.	38%	91%
March 2015	Each member completes 60 minutes of physical activity/day.	20%	93%
TOTAL		31%	78%

- NOTE: The Clifford E. Webster building results for this outcome include ages 7 – 18.



Emotional Development Needs: School-age children begin to form longer lasting friendships with the same-sex peers as they become more interested in identifying with the likes and dislikes of a group. They are self-conscious about their abilities and need to be acknowledged and encouraged by adults. Our Social Recreation area focuses on the emotional needs of our youth. Girls and Guys Groups provide opportunities for school-age youth to interact with peers and learn new skills. Character Club provides this age group with opportunities to build their character and get involved in the community. For example, Character Club participants cleaned up the housing sites around each facility, made Christmas ornaments for the elders and learned many valuable life skills. These activities allow the youth to practice the character traits they learn about all year long during Character Club.

Month	Outcome	Civic Center Result	Clifford E. Webster Result
January 2015	Participants learn about each pillar of Character Development and have opportunities to exhibit them.	43%	40%
February 2015	Participants learn about each pillar of Character Development and have opportunities to exhibit them.	43%	44%
March 2015	Participants learn about each pillar of Character Development and have opportunities to exhibit them.	42%	57%
TOTAL		43%	47%



Cognitive Development Needs: Children this age have longer attention spans and are interested in discovering things for themselves. They like intellectual challenges and reading about things they like. The Learning Centers at each facility are filled with books to read on various subjects. The youth are encouraged to build their reading skills daily. Before youth are allowed to use the computer or gaming systems in the rooms, they are required to read for 15 minutes. Activities such as Brain Food also encourage youth to complete their daily homework assignments and read for enjoyment. When the youth have completed their assignments, they are rewarded with a healthy meal prepared by the staff. The Art Rooms also provide school-age youth with opportunities to explore new and exciting ways to express themselves creatively. Youth at the Clifford E. Webster Building enjoy art journaling, upcycled craft projects, poetry and pottery. Youth at the Civic Center enjoy drawing, photography and completing native American art projects such as beading and moccasin making.

Month	Outcome	Civic Center Result	Clifford E. Webster Result
2nd Grading Period	Complete homework assignments daily and increase GPA.	12 Report Cards Collected	11 Report Cards Collected
	Average GPA	3.31	3.34

- 2nd Quarter GPA average decreased by .09 at the Civic Center. 2nd Quarter GPA average increased by .23 at the Clifford E. Webster facility.



Month	Outcome	Civic Center Result	Clifford E. Webster Result
January 2015	Participants will be exposed to a variety of art mediums & techniques	52%	68%
February 2015	Participants will be exposed to a variety of art mediums & techniques	82%	50%
March 2015	Participants will be exposed to a variety of art mediums & techniques	59%	74%
TOTAL		64%	64%



- **Adolescent – 13-18 years:**

58 memberships

33 Male 25 Female 39 Oneida 2 Descendant 7 Other Tribe 10 Other

Physical Development Needs: This time of rapid growth (the most since infancy) can lead to a lack of coordination, loss of self-esteem and feeling awkward. Our Sports & Fitness areas offer teens opportunities to play sports and games in a relaxed non-competitive setting. This age group enjoys interacting with staff during games and leagues.

Month	Outcome	Civic Center Result	Clifford E. Webster Result
January 2015	Each member completes 60 minutes of physical activity/day.	5%	
February 2015	Each member completes 60 minutes of physical activity/day.	4%	
March 2015	Each member completes 60 minutes of physical activity/day.	8%	
TOTAL		6%	



Emotional Development Needs: Adolescents are very self-conscious about their bodies and physical appearance in general, which can lead to psychological vulnerabilities. They have a strong desire to conform to their peers and form close one-on-one relationships. Our Social Recreation areas work hard to provide opportunities for our youth to increase their social skills. Social skills such as character development, verbal and non-verbal communication, etiquette, and personal hygiene are stressed in activities such as Bingo, Girls Group and Guys Group.

Month	Outcome	Civic Center Result	Clifford E. Webster Result
January 2015	Participants learn about each pillar of Character Development and have opportunities to exhibit them.	8%	7%
February 2015	Participants learn about each pillar of Character Development and have opportunities to exhibit them.	9%	2%
March 2015	Participants learn about each pillar of Character Development and have opportunities to exhibit them.	11%	3%
TOTAL		9%	4%

Cognitive Development Needs: Adolescents are developing abstract thinking. They are beginning to think about social issues and future goals in life. They can plan with little or no help from adults. The Learning Centers are available for all teens to complete their homework assignments and for computer use. The Arts areas also encourage teens to express themselves creatively in a variety of activities and programs such as pottery, traditional native arts, journaling and upcycled art.

Month	Outcome	Civic Center Result	Clifford E. Webster Result
2 nd Grading Period	Complete homework assignments daily and increase GPA.	4 Report Cards Collected	0 Report Card Collected
	Average GPA	3.43	

- 2nd quarter GPA average increased by .59 at the Civic Center.



Month	Outcome	Civic Center Result	Clifford E. Webster Result
January 2015	Participants will be exposed to a variety of art mediums & techniques	0%	2%
February 2015	Participants will be exposed to a variety of art mediums & techniques	6%	0%
March 2015	Participants will be exposed to a variety of art mediums & techniques	9%	7%
TOTAL		5%	3%

- **Young Adult – 19-35 years:**

19 memberships

15 Male 4 Female 15 Oneida 0 Descendant 1 Other Tribe 3 Other

This stage is a continuation of the adolescent phase, as young adults continue to separate themselves from family and focus more on friendships. It is an exciting time of new opportunities for education, careers, and other life experiences. The young adult must develop into a mature adult and face their new responsibilities.

Month	Men's Basketball – Noon Hour, Sunday, After 9 pm at Civic Center
January 2015	131
February 2015	35
March 2015	32
TOTAL	198

- **Middle Age – 36-64 years:**

47 memberships

31 Male 16 Female 41 Oneida 0 Descendant 2 Other Tribe 4 Other

This time is a period of reflection, family and career. This self-reflection is the time for a person to become content with their life and who they are as they prepare for retirement. It is a time for a person to enjoy their family life – children, grandchildren, extended family, etc.

Month	Number of Rentals Clifford E. Webster Building	Attendance
January 2015	13	345
February 2015	12	303
March 2015	14	344
TOTALS	39	992

- Average # of rentals per month = 13. Average Attendance per month = 331. Community rentals range from events such as holiday parties, birthday parties, family reunions, baby showers, etc. The Clifford E. Webster Building is rented out on weekends and holidays.

- During the second quarter, the number of rentals decreased by 7% (3 rentals) and rental attendance increased by 2% compared to FY14.



- **Elder/Older Adult – 65 plus:**

65 memberships

22 Male 43 Female 40 Oneida 0 Descendant 4 Other Tribe 21 Other

The elder adult stage is no longer considered "old age." There are some who have to suffer the illness and discomfort of growing older, but the majority of elders are healthy and active. Retirement is a time for people to pursue the interests that they did not have time to before. It is important to stay active and involved after retirement; many find this involvement in community, social, political and personal activities and projects. Although, this stage is a time for preparing for death, it is also a time to enjoy life and do many exciting, worthwhile things.

Month	Bingo Attendance	Bowling League Attendance
January 2015	156	23
February 2015	181	20
March 2015	179	21
TOTAL	516	64

- Bingo is held every Wednesday from 1:30 – 3:00 pm at the Clifford E. Webster building. We average 43 elders per session. The Bowling League will began in January 2015 and will be held every other week at Ashwaubenon Bowling Lanes.



Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Motion to accept the HRD FY '14 4th quarter report

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

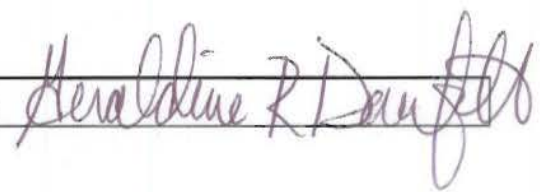
Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:



Primary Requestor:

Additional Requestor:

Additional Requestor:

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Submission of HRD 2nd Quarter FY'15 Quarterly 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

HUMAN RESOURCES DEPARTMENT
2nd Quarter Report Jan-Mar, FY2015
Geraldine R. Danforth, HR Area Manager

ADMINISTRATION

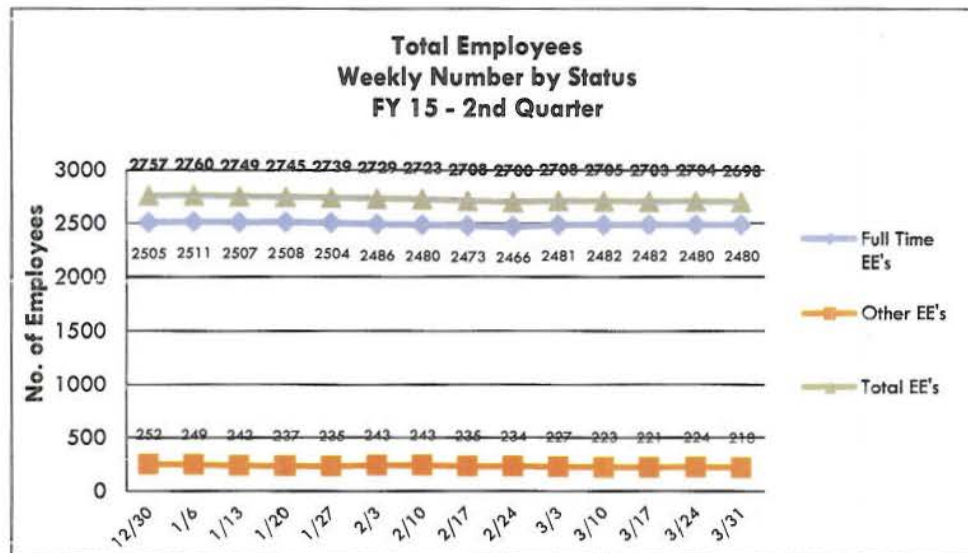
- **STRATEGIC WORKFORCE PLANNING** covers a 3–5 year future period. It aligns the current workforce to meet the desired business needs and outcomes of the programs and departments. Strategic Workforce Planning looks at functions performed, system-wide issues and strategies that support the Oneida Tribe's 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	Amount Allocated
Human Resources	\$2,034,187	Indirect Cost	\$971,598	\$1,017,094
Employee Assistance	\$ 192,068	Tribal Contribution	\$82,973	\$96,032
Workforce Development	\$ 325,161	Grant 79% & TC	\$110,781	\$162,580
Student Intern Program	\$ 95,695	Tribal Contribution	\$0	\$0
Employee Incentive & Testing	\$ 4,469	Tribal Contribution	\$0	\$0

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 3 employees and EAP has 2 employees. Three positions were eliminated in the budget process.



The 2nd quarter total employee numbers for the Tribe are decreasing slightly. There is a decrease of 59 employees since 12/30/14. On average there are 44 employees on a Leave of Absence on a weekly basis.

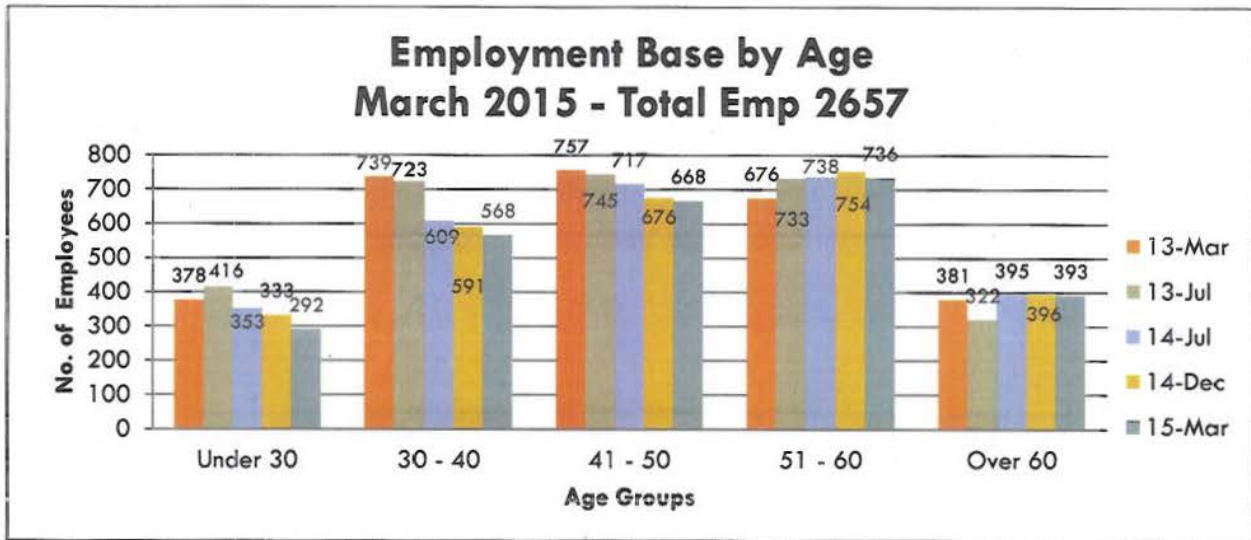
ACCRUED VACATION AND PERSONAL HOURS

The report below represents the total numbers 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. Supervisors should be encouraging their employees to use their time.

Employee Vacation and Personal Time Accruals For the Period of October 2014 to March 2015

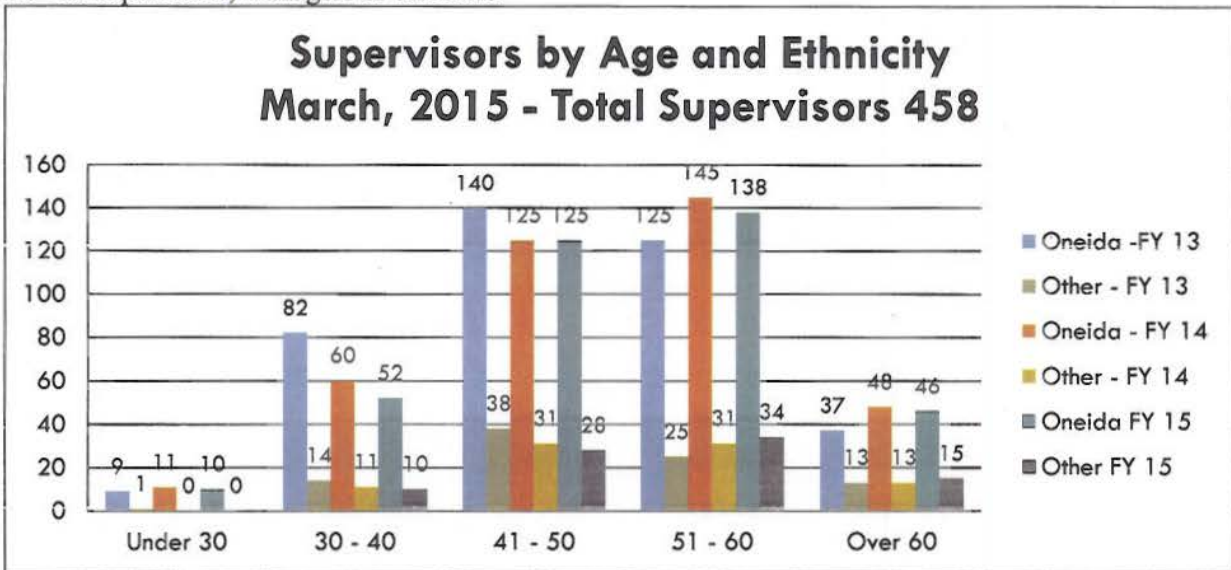
FY 15		14-Sep	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15
Total EE's		2608	2655	2,628	2605	2578	2581	2598
Total Hours		260,572	272,528	275,222	273,804	270,261	272,367	273,367
Total Payout		\$5,271,854	\$5,816,635	\$5,872,834	\$5,824,162	\$5,724,093	\$5,766,782	\$5,769,416
No. of EE's @ Max 280 Hours		29	47	44	39	29	28	33
		\$202,833	\$512,908	\$475,162	\$410,455	\$272,957	\$270,512	\$ 295,092
No. of EE's @ 250-279 Hours		125	142	167	157	153	167	184
		\$748,801	\$923,710	\$1,062,499	\$1,045,620	\$978,978	\$1,106,199	\$1,256,928
No. of EE's @ 200-249 Hours		270	276	282	282	285	284	277
		\$1,343,423	\$1,455,966	\$1,483,262	\$1,497,602	\$1,570,624	\$1,506,987	\$1,392,435
Avg Hours		99.91	102.65	104.73	105.11	104.83	105.53	105.22
Avg Payout		\$2,021	\$2,191	\$2,235	\$2,236	\$2,220	\$2,234	\$2,221

Oct 14: Increase due to the medical professional hours being loaded per their contract.



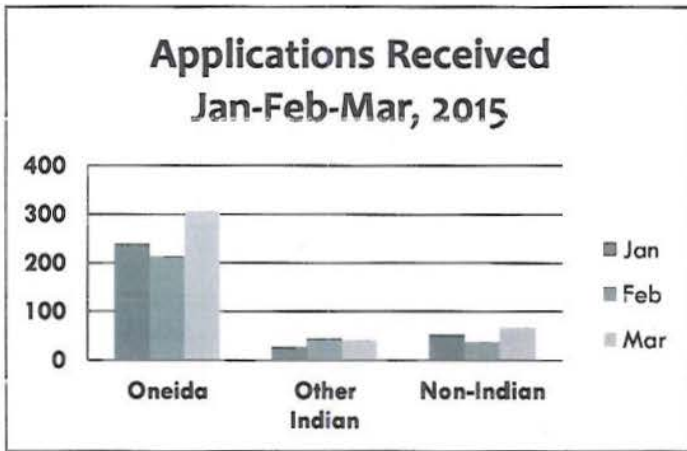
This chart represents the age groups for all employees. The trend is showing the Tribe's aging employment base continue to increase. The Tribe could potential lose 393+ employees to retirement at any time. Currently 42.49% of all the employees of the Tribe are over age 55. National statistics are estimating the baby boomers may be out of the job market in 15 years or in the year 2030.

There are 458 supervisors, managers or directors.



Total employees for FY '15 are 2747. Of the 2747, there are 475 supervisors, managers and/or directors. Supervisory/management positions are 17.24% of the employment base. The HR team has started Succession Planning meetings to develop an action plan. We will review the positions and determine which ones will need close monitor and determine how the positions could be filled.

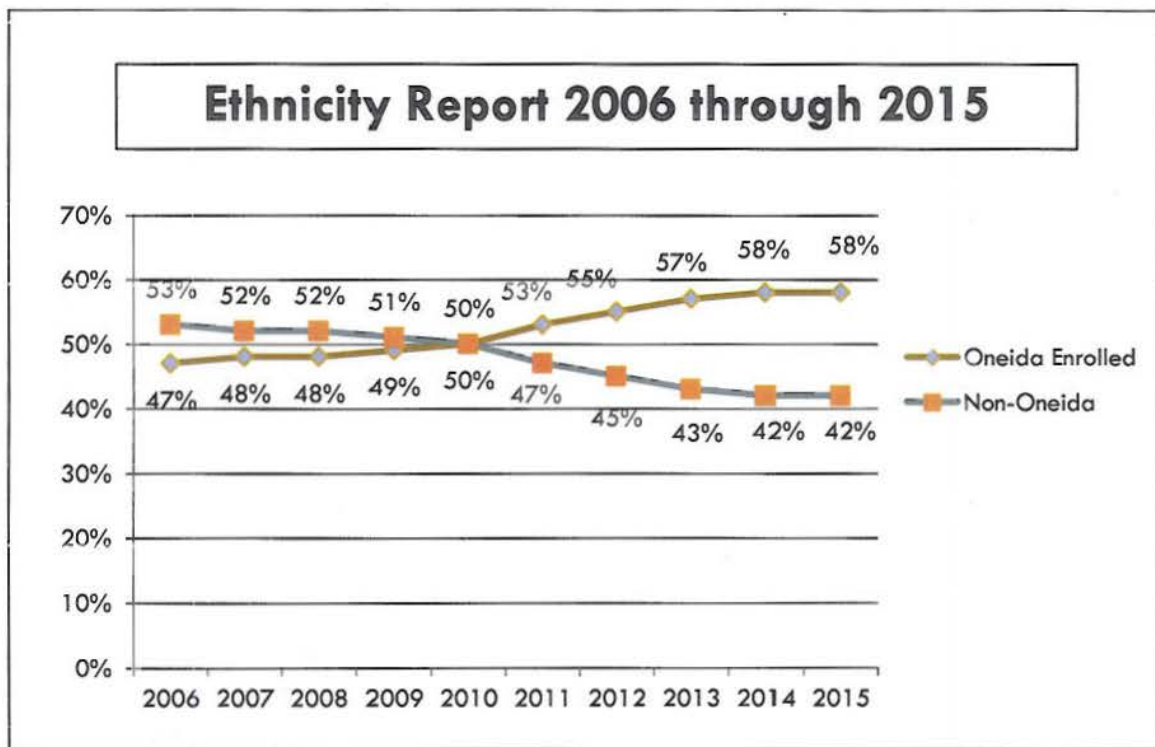
- **Communication** - Human Resources provides communication to the organization through the monthly HR Communicator. Other communication for urgent or time sensitive matters is sent out on Tribal e-mail.
- Administration consists of Geraldine Danforth-HR Area Manager, Maureen Metoxen-Executive Assistant, Shirley Hall-Administrative Assistant, Olivia Danforth-Administrative Assistant/Skenandoah Reception and Yasiman Metoxen-Administrative Assistant/Skenandoah Reception



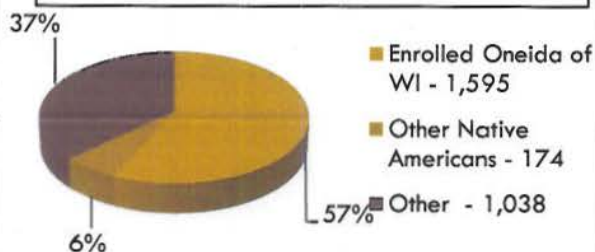
Reception Staff at Skenandoah Complex Left to Right: Yasiman Metoxen and Olivia Danforth



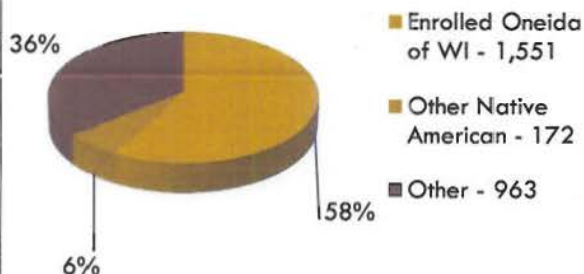
HIRING/COMPENSATION AND WORKFORCE DEVELOPMENT JAN - FEB, FY'15



Ethnicity Report for March 2014 Second Quarter of FY2014



Ethnicity Report for March 2015 Second Quarter of FY2015



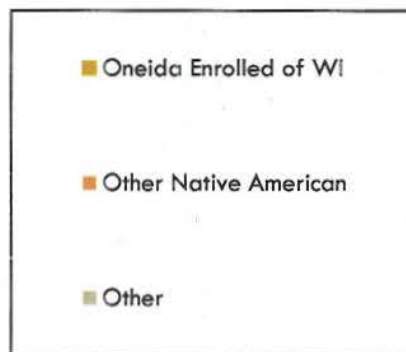
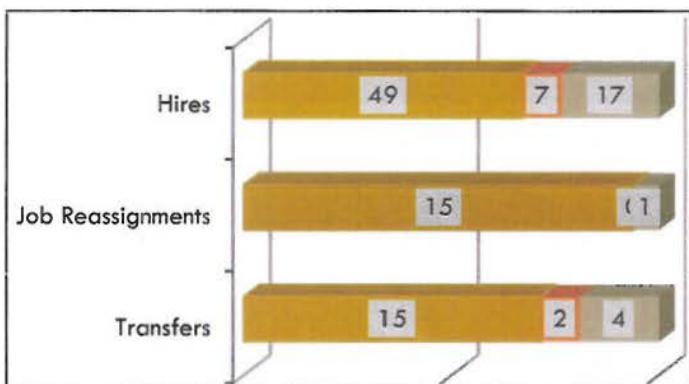
The hiring of enrolled Oneida Tribal members increased by 1% in the past year, from 57% in March 2014 to 58% in March 2015.

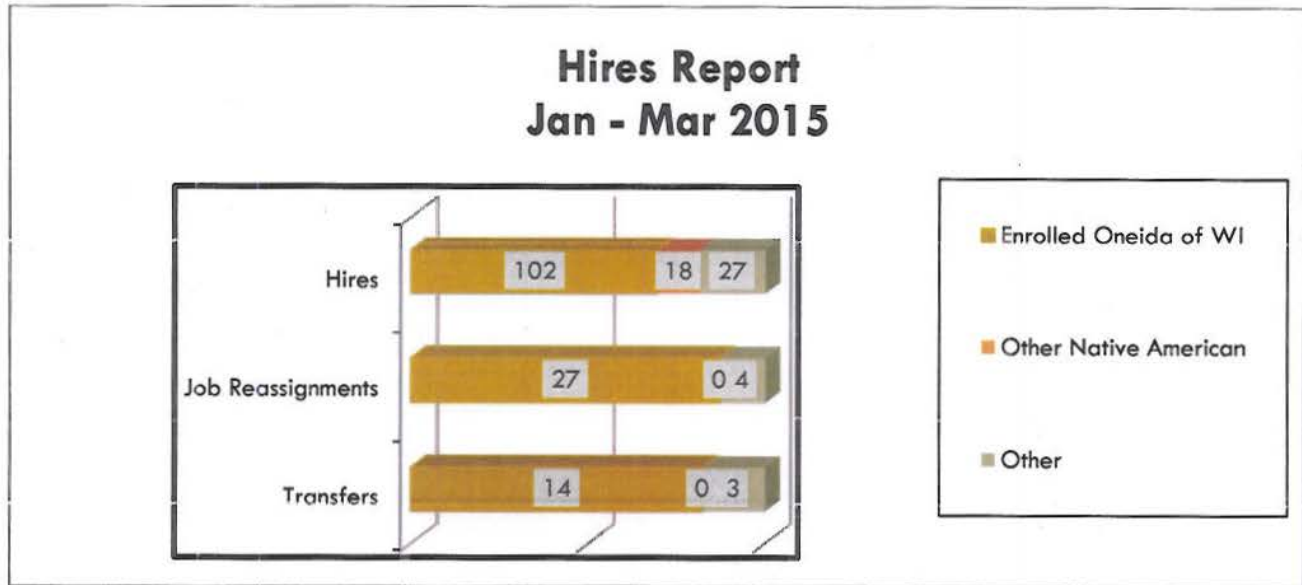
If you review the above chart, this is contributed to revising the Oneida and Indian Preference Policy, first by emergency resolution in 2010 by the Oneida Business Committee and then approval of this policy from General Tribal Council in 2011.

Reduction in Number of Employees

There were 2,807 employees in March 2014 and 2,686 employees in March 2015. This is a reduction of 121 employees in comparison to the previous year.

Hires Report Jan - March 2014

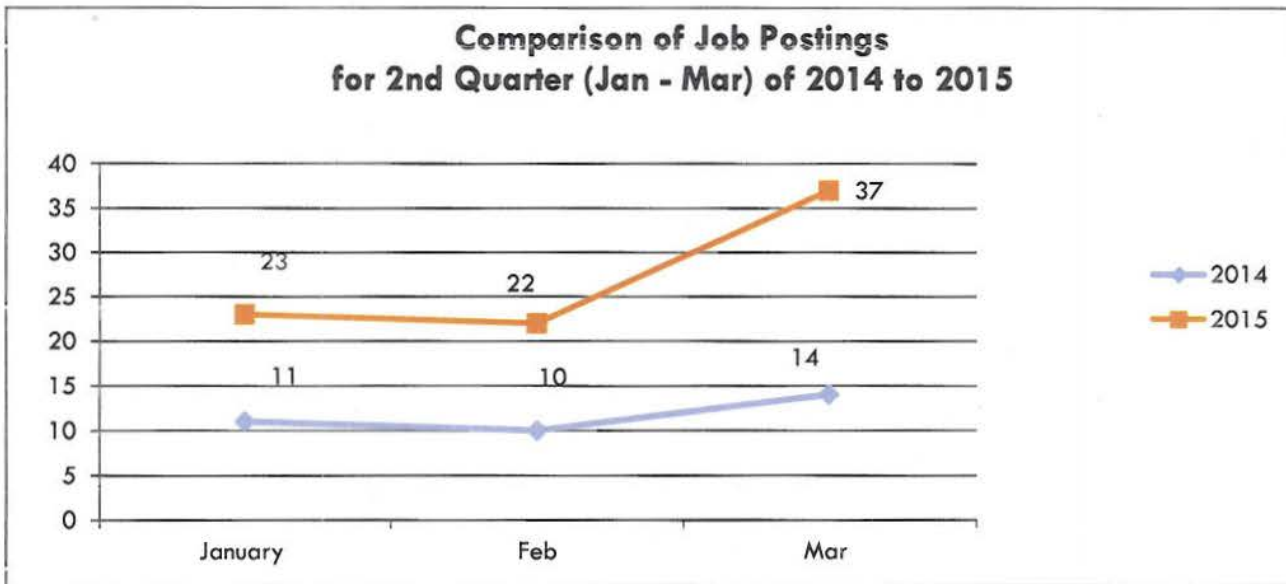




For January – March 2015

- 69% of all hires were filled by enrolled Oneida Tribal Members of Wisconsin
- 87% of all job reassignments were filled by enrolled Oneida Tribal Member of Wisconsin
- 82% of all transfers were filled by enrolled Oneida Tribal Members of Wisconsin

There were 73 hires in Jan - March of 2014 compared with 153 hires in Jan – March of 2015. The Student Intern Program is in the process of meeting to place interns in the applicable departments as requested by Tribal Supervisors. Students selected will be scheduled to start on Monday, June 8, 2015. The Student Intern will end on Friday, July 31, 2015 – an eight (8) week program.

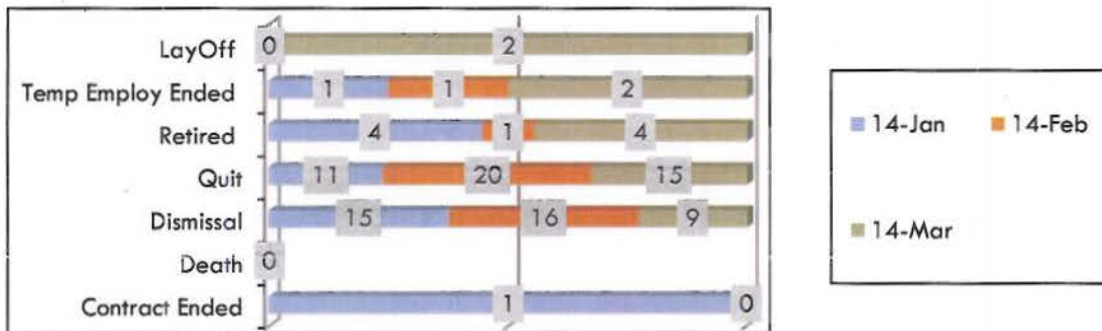


Due to the Continuing Budget Resolution which there was only eleven (11) positions posted for the first quarter of FY2015. The FY2015 budget was approved by GTC on January 19, 2015 and HR began receiving requests for postings and is scheduling screenings and interviews to fill vacant positions.

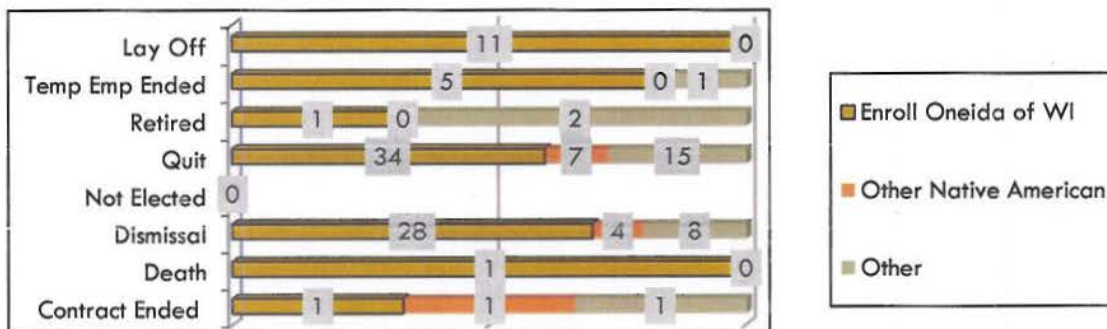
Job Postings by Divisions

FY15	Jan	Feb	March
Gaming	12	12	7
Comp Health	2	2	8
Develop	0	0	3
Land Mgmt.	0	0	0
EHS	0	0	0
Internal Services	2	3	1
Enterprise	1	1	2
CFO	0	0	0
Non-Divisional	4	0	9
GSD	2	4	7
Total	23	22	37

**Employee Reasons for Separation
Jan - March 2014**



**Employee Reasons for Separation
Jan - March 2015**



There was a total of 102 employee separation for the period of January through March 2014 in comparison with 120 employee separations for the period of January through March 2015.

Workforce Development Jan-Mar, 2015

The Workforce Development grant project has two (2) objectives.

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

By October 2018, build both internal and external partnerships with employers and colleges to help 120 program participants obtain FTE positions in the community

January through March, the department worked with a total of 106 clients. The client numbers for October through December were 120 clients.

Workforce Development Department (WFD) has worked on a continued partnership with Forward service Corporation, which is a branch of the State Workforce Development program, Transportation Alliance for New Solutions (TrANS).

The TrANS program had seventeen (17) participants, five (5) of those were natives. After completion of the 120-160 hour program, all were placed in full time positions, except 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 they received were OSHA – 10, Flag Certification, CPR/AED & First Aid Certification, blue print reading certification. The wages ranged from \$13-\$24 per hour, the average wage is \$17 per hour.

We have also partnered with the following:

- Youth-At-Risk provides a job readiness for the youth, Youth Employment Success Solutions (YESS). This program provides seven (7) modules which prepares youth for job readiness. WFD has also met with the Oneida Nation High School on partnering this program there; the project has not been finalized.
- Fox Valley Technical College (FVTC) – Commercial Drivers' License classes. This is class that will enable participants to acquire their CDL with a variety of endorsements. The training consists of a total of 180 hours for 4 weeks. The training includes 148 hours in a truck and 32 hours in the classroom, approximately 750 miles behind- the- wheel, and 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.
- Northeastern WI Technical College (NWTC) – Introduction to Health Careers start date was January 5th thru April 1st. This 3-credit course is designed to introduce students to the skills necessary for success on the academic program. The course will provide instruction in setting and attaining goals; time management, health and well-being; interacting with others; learning styles; listening, reading and taking notes; communication skills, study skill, and test taking skills. The course will also provide guidance on choosing a major and career path, clinical rotations, and succeeding in a professional environment and understanding of Health Careers. This class is a total of 45 hours. Currently we have 20 students participating, with sixteen (16) that completed the class.
- College of Menominee (CMN) – Is providing a Home Health Aide (HHA) class, this is a certification in HHA in January the class starts the 26th for 8 weeks. WFD is offering to pay for math and Student Success Strategies; these are 3 credit classes for 16 weeks. WFD will be providing Outstanding Applicant training for two classes.
- Wisconsin Senior Employment (WISE), National Indian Council on Aging (NICOA) Curative are elder programs that the organization can use as a supplement for employment WFD will be setting up meetings with them to explain what they can offer.
- Bay Area Workforce Development Board had conducted a Work Certified Instructors/Trainer course for Instructors two (2) WFD staff attended along with an HR Generalist participated and received Certification for teaching Work Certified – job readiness program.

WFD provides training on resumes, mock interviews, completing applications, assists in job placement searches, career assessments, and research job trends.

Employee Insurances Jan – Mar, 2015

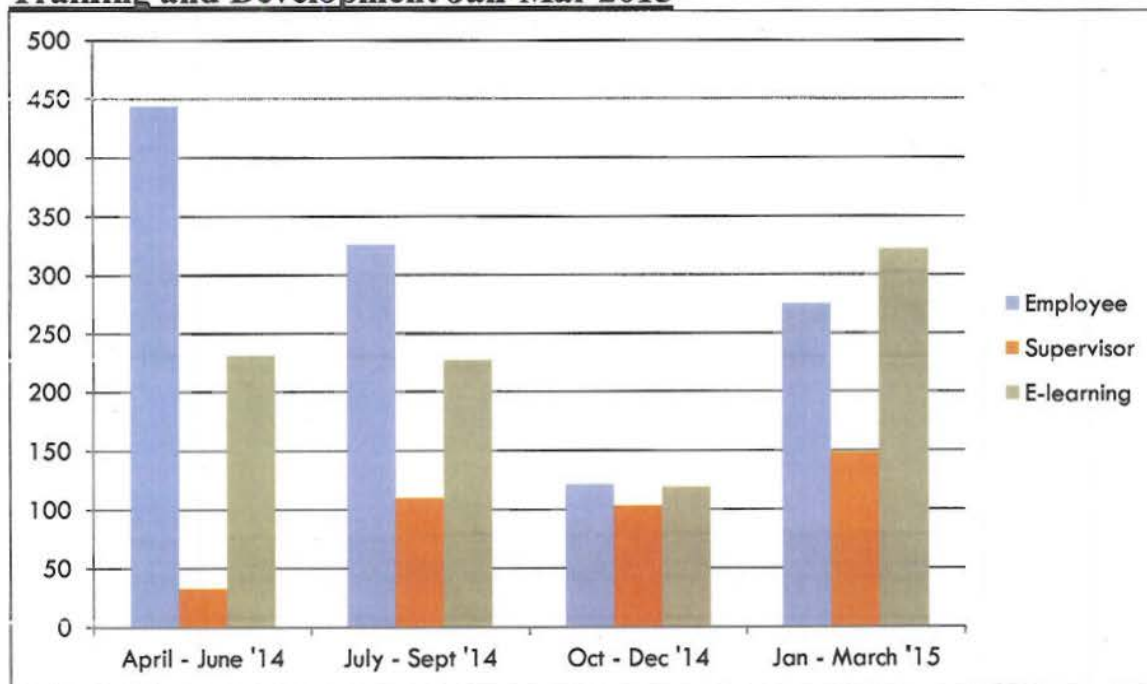
During the second quarter of FY15, the Employee Insurance Department completed the entering/changes associated with the 2014 open enrollment. The Insurance Department is assessing what went well and what could be improved for the 2015 open enrollment. The Employee Insurance Department provides benefit administration and employee assistance for: medical, dental, vision, disability, retirement plans, voluntary benefits, flex spending, orientation, and workers compensation.

MONTHLY INSURANCE COUNT March 2015

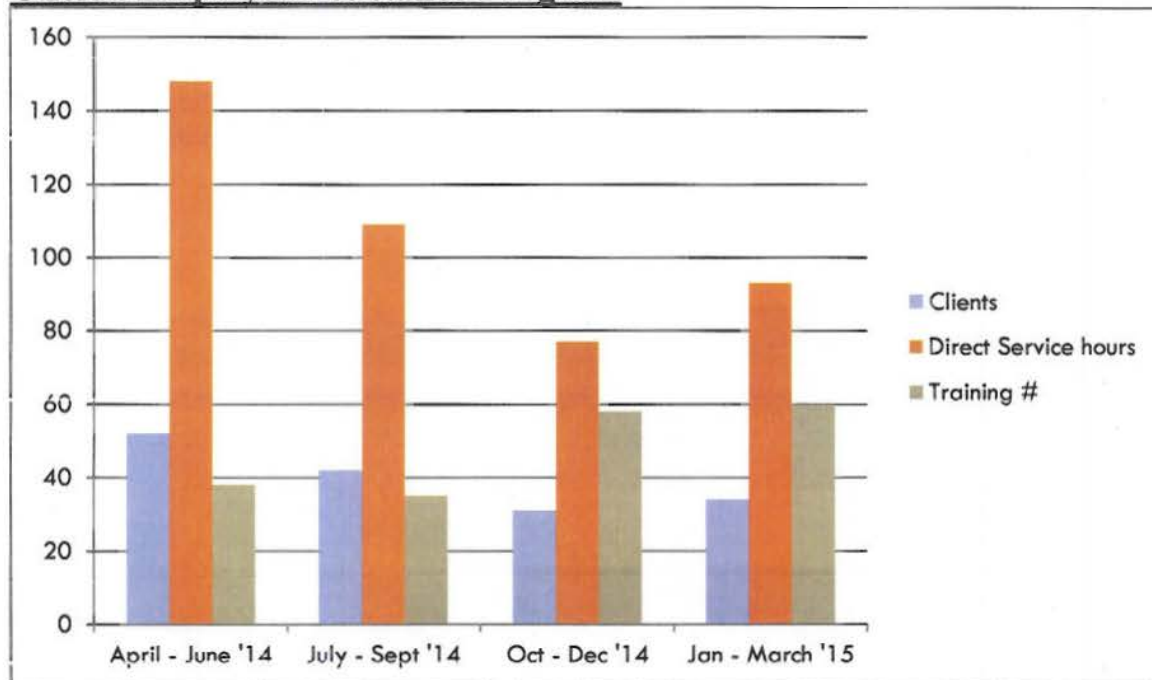
Breakdown	Employee Count	COBRA count	Breakdown	Employee Count	COBRA count
401K	1,665		Medical – Single	830	2
LIF52	2,473		Medical - Limited Family	483	
Short Term Disability	2,112		Medical – Family	649	
Long Term Disability	2,083				
Delta Dental – Single	642	5	Vision - Single	753	4
Delta Dental- Limited Family	467	1	Vision - Limited Family	551	0
Delta Dental – Family	643		Vision - Family	749	0
Dental Associates – Single	127				
Dental Associates – Limited Family	84				
Dental Associates - Family	118				

The Insurance team consists of: Christina Blue Bird, Kimberly Schultz, Ricardo Torres, and Josh Cottrell

Training and Development Jan-Mar 2015

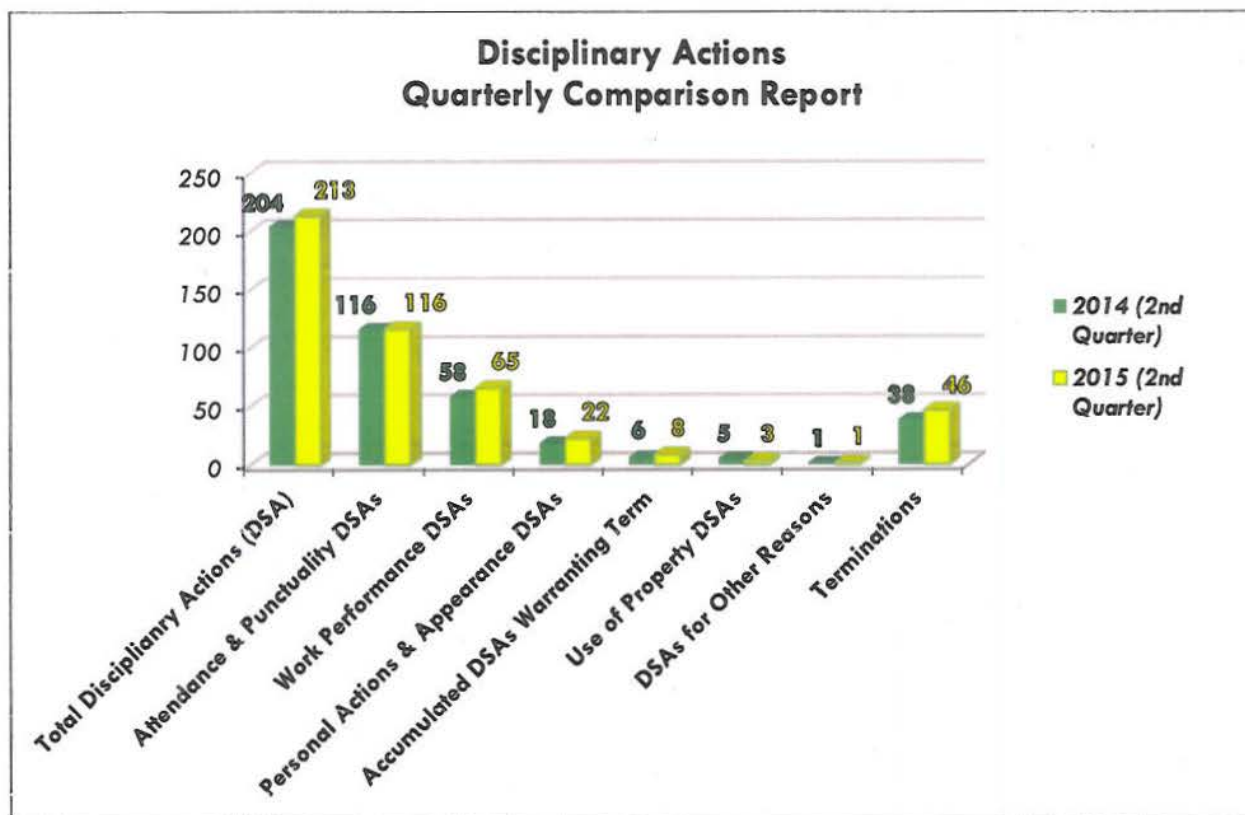


Oneida Employee Assistance Program



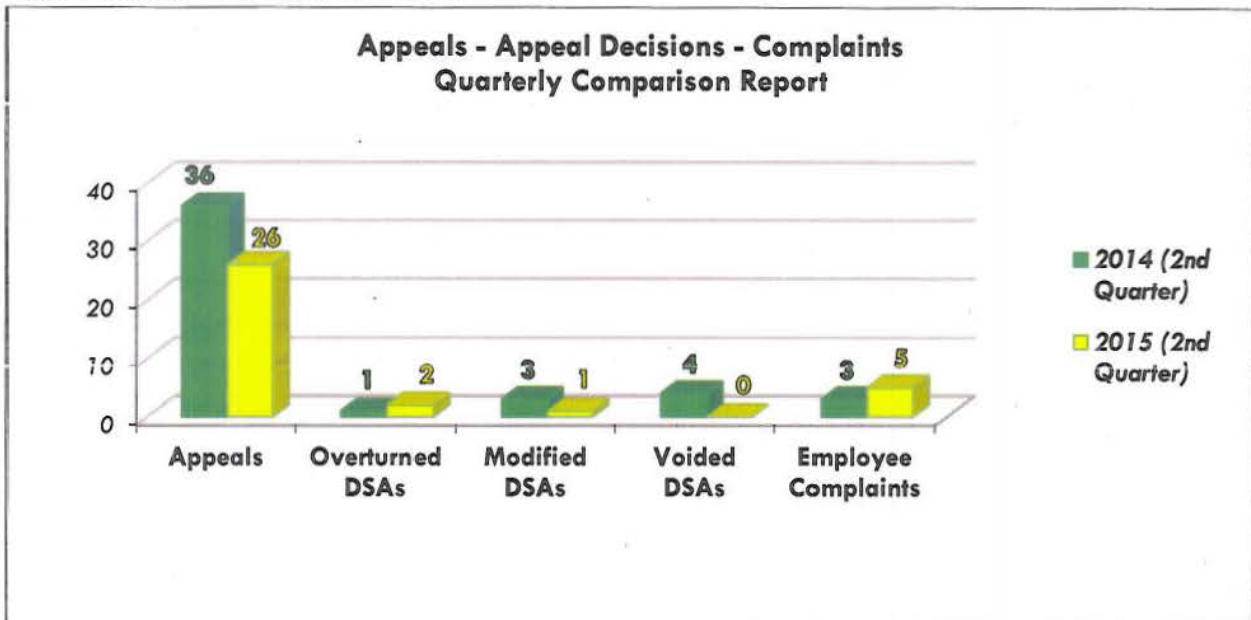
EAP Training includes: Book Club: Gifts of Imperfection, Brown Bag Lunch series and Using The EAP in Supervision
 Mandatory DAFWP referrals: 2

EQUAL EMPLOYMENT OPPORTUNITY (EEO) DEPARTMENT



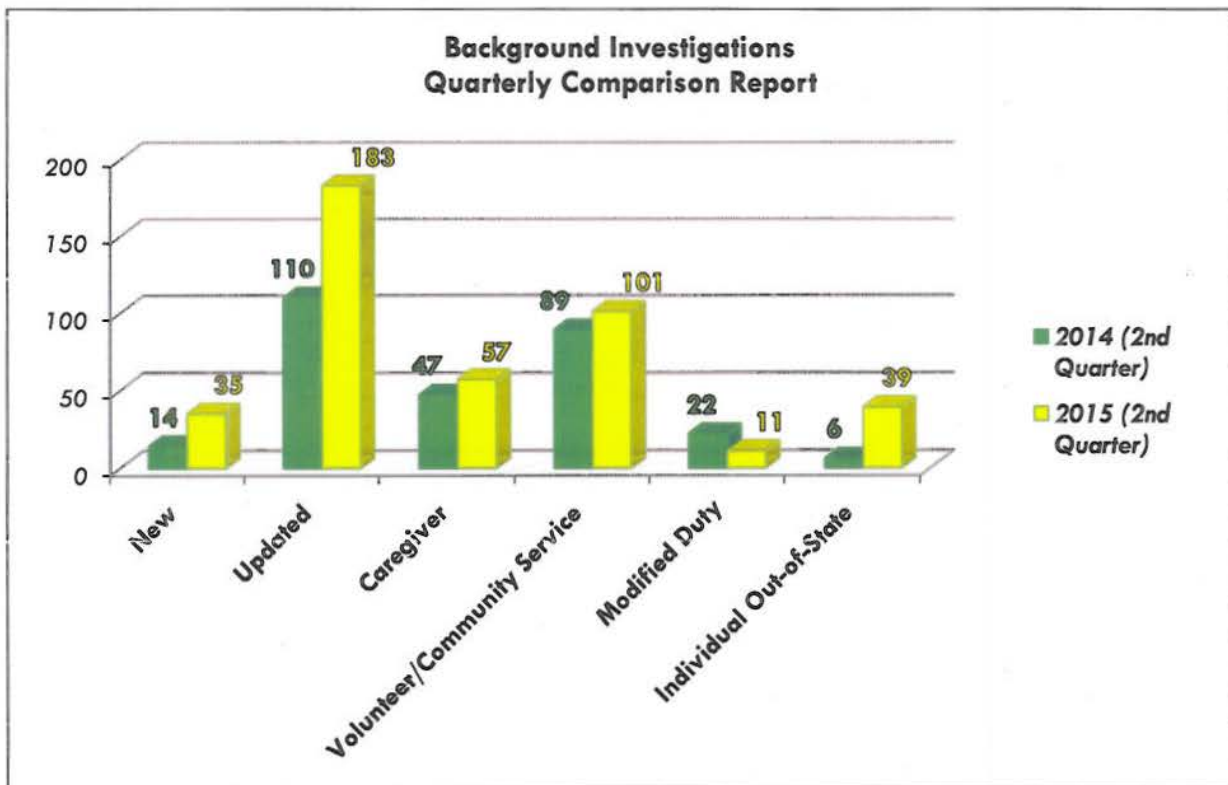
During the 2nd quarter of 2015, the 1 disciplinary action issued for reasons other than disciplinary was as follows:

1. Unable to return from a Leave of Absence = 1

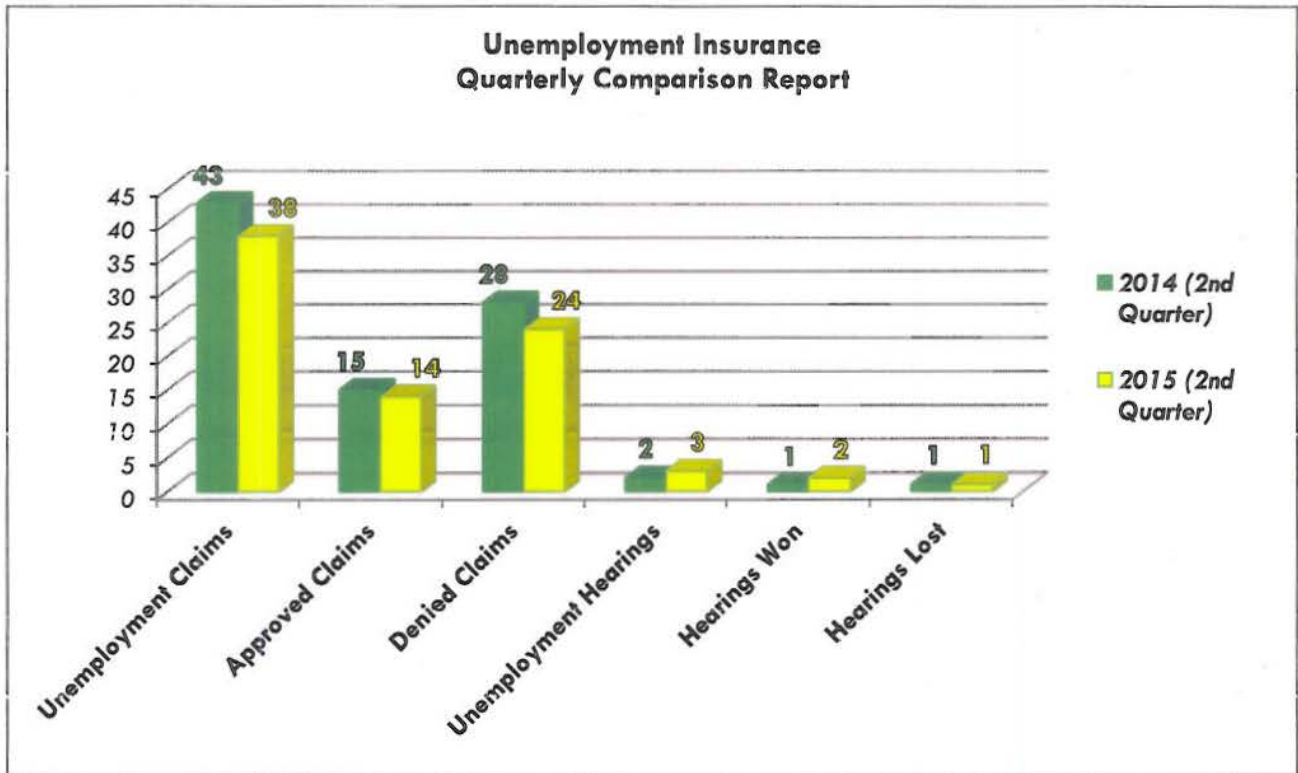
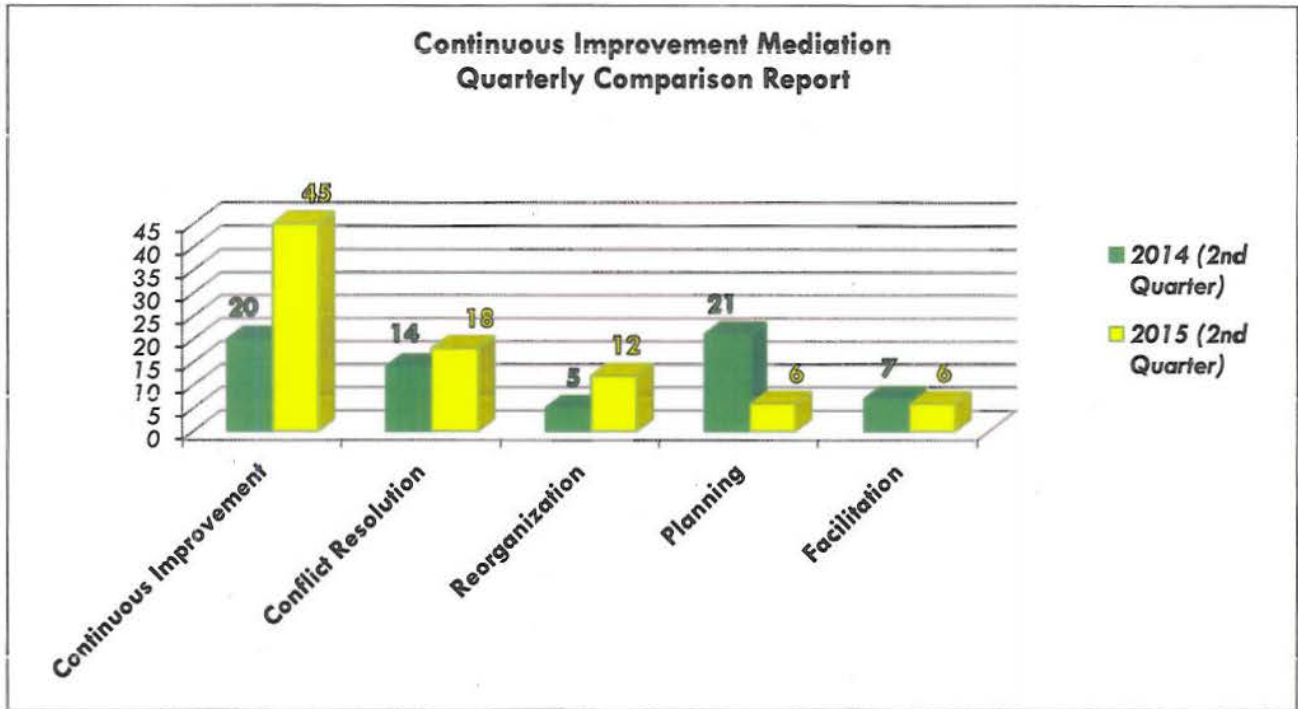


During the 2nd quarter of 2015, there were 2 disciplinary actions overturned, 1 disciplinary action modified, and 5 complaints were filed:

1. Overturned DSAs = 1 termination & 1 suspension.
2. Modified DSAs = 1 ten (10) day suspension modified to a five (5) day suspension.
3. Complaints = 4 for harassment & 1 for ethics.



The increase in updated background checks from last year to this year was due to the hiring freeze being lifted.



Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Motion to accept the HRD FY '14 4th quarter report

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

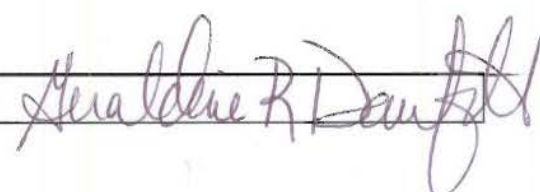
Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Geraldine Danforth, HRD Area Manager



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 missing HRD 4th Quarter FY'14 Quarterly 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

HUMAN RESOURCES DEPARTMENT

4th Quarter Report July – Sept FY2014
Geraldine R. Danforth, HR Area Manager

DEPARTMENTAL UPDATES

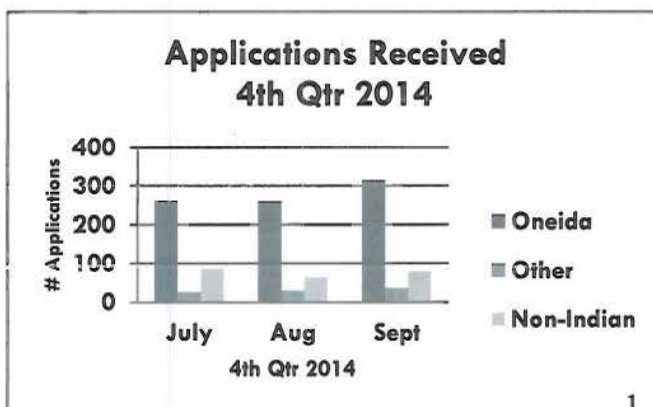
Administration

- **Strategic plan**
 - Submit a three-year Divisional strategic plan including Goals, Objectives, Activities, and Performance Measures.
 - i. Develop continuous improvement processes for efficiencies and to maximize resources, benchmarking best practices.
 - ii. Become a learning organization promoting best practices.
 - iii. Create and maintain a Workforce Development Program.

- **Financial – Thru September, 2014:**

	<u>Budget</u>	<u>Exp YTD</u>	<u>Balance</u>
HRD	\$2,311,576	\$2,060,876	\$ 250,700
EAP	\$ 192,068	\$ 183,771	\$ 8,297
Workforce Dev	\$266,237	\$ 190,726	\$ 75,511

- **Communication** - Human Resources provides communication to the organization through the monthly HR Communicator. Other communication for urgent or time sensitive matters is sent out on Tribal e-mail.
- Administration consists of Geraldine Danforth-HR Area Manager, Maureen Metoxen-Executive Assistant, Shirley Hall-Administrative Assistant, Olivia Danforth-Administrative Assistant/Skenandoah Reception and Yasiman Metoxen-Administrative Assistant/Skenandoah Reception
- **Human Resource Management/ Staff Updates:**
 - Total Employees – 34 Human Resources Employees
 - Employee Assistance Program – 2 positions
 - Employees on leave - None
 - New Hires: None



Reception Staff at Skenandoah Complex
Left to Right:
Yasiman Metoxen and Olivia Danforth



Human Resources Information Systems (HRIS)/Records - July-September, 2014

The team consists of Melinda K. Danforth-HRIS Manager, Terry Skenandore-HRIS Specialist, Vicki Cornelius-Records Technician and Evander Delgado-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. We are responsible to for entering 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).

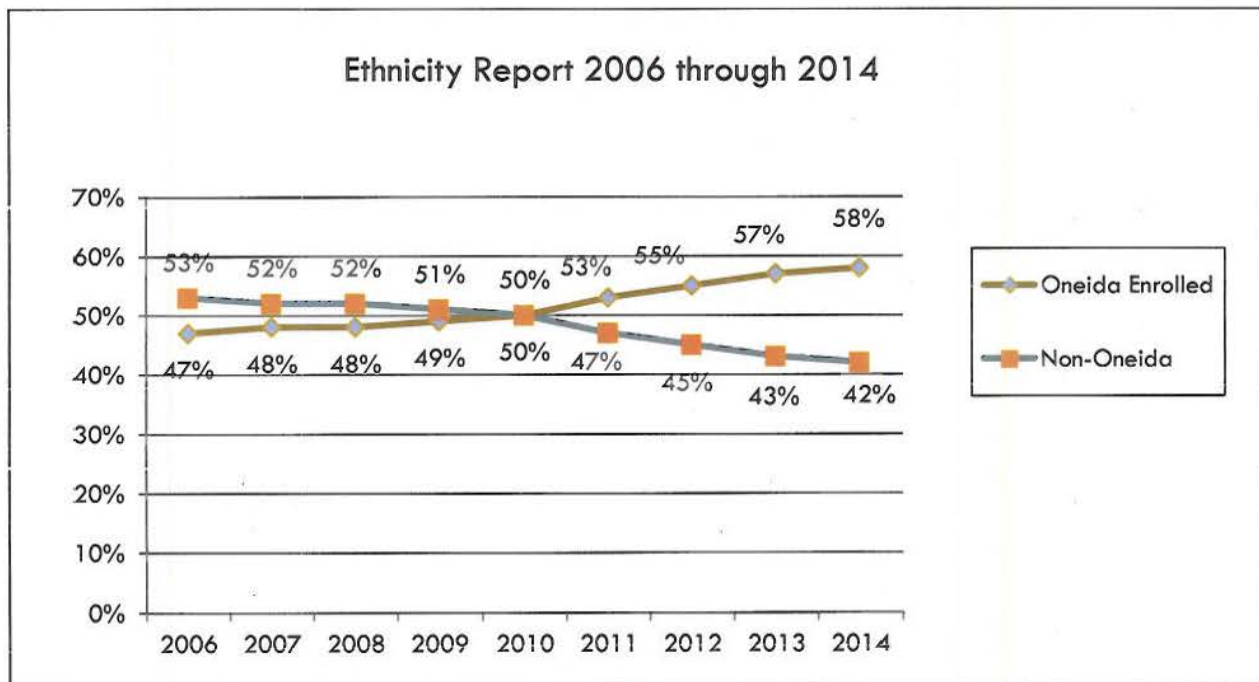
Functions	July	Aug	Sept	Total
HR/Payroll Entry Transactions	*1113	*1952	*748	3813
Employee Self-Service Entries	43	44	44	131
Employment Verifications	280	206	247	733

*July/Aug/Sept include Annual Evaluation Data Entries

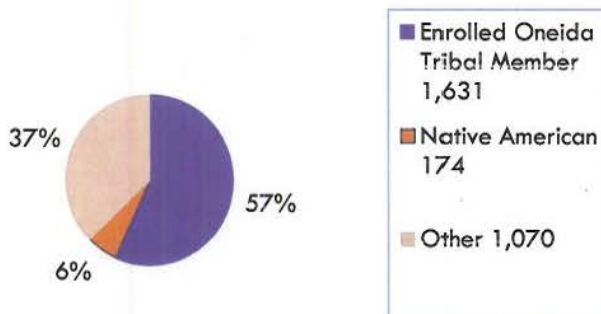
High Performing Workforce: A team was put together as a result of the Skatnikulat Score Card initiative. The lead for the project team is Melinda K. Danforth.

- This project was placed on hold as of July 2, 2014.

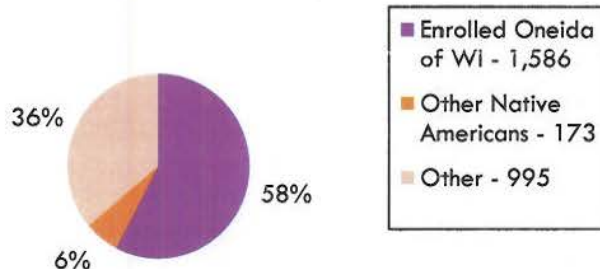
Compensation, Employment and Workforce Development Jul-Aug-Sept 2014



Ethnic Report - Sept. 2013



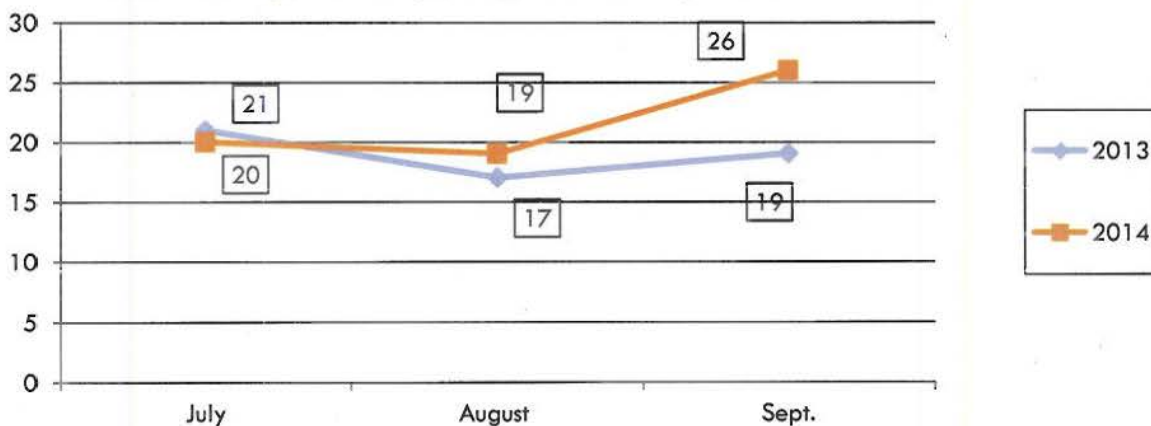
Ethnic Report - Sept. 2014



The hiring of enrolled Oneida Tribal members increased by 1% in the past year, from 57% to 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. There were 2,875 employees in Sept 2013 and 2,754 employees in Sept 2014.

NOTE: This is a reduction of 121 employees from Sept 2013 to Sept 2014.

Job Postings for July, August and September 2013 and 2014

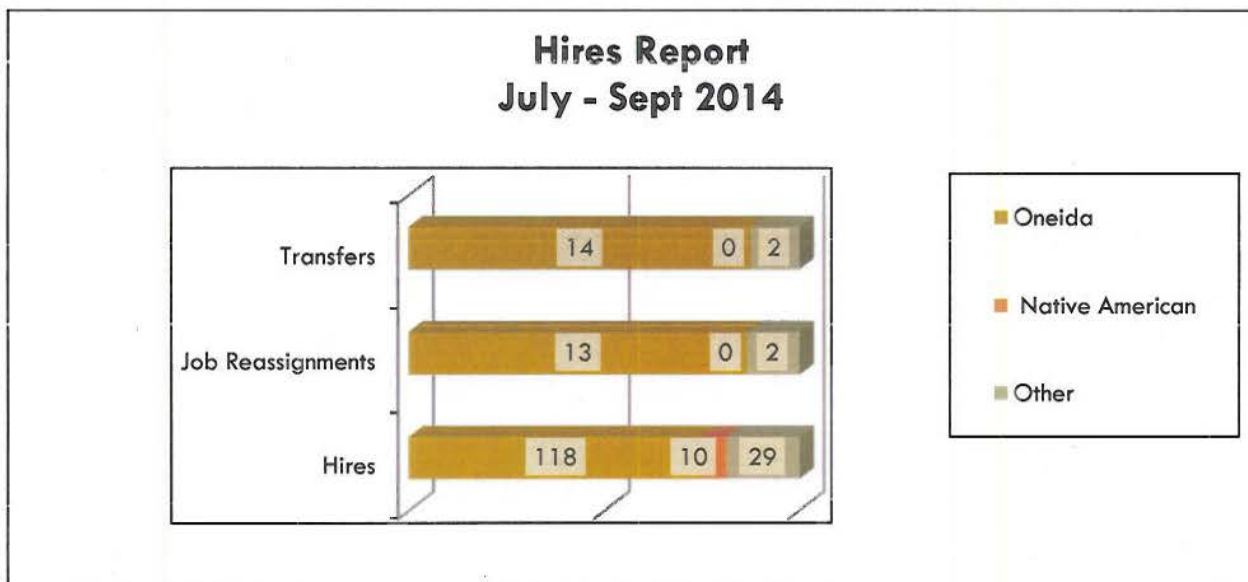
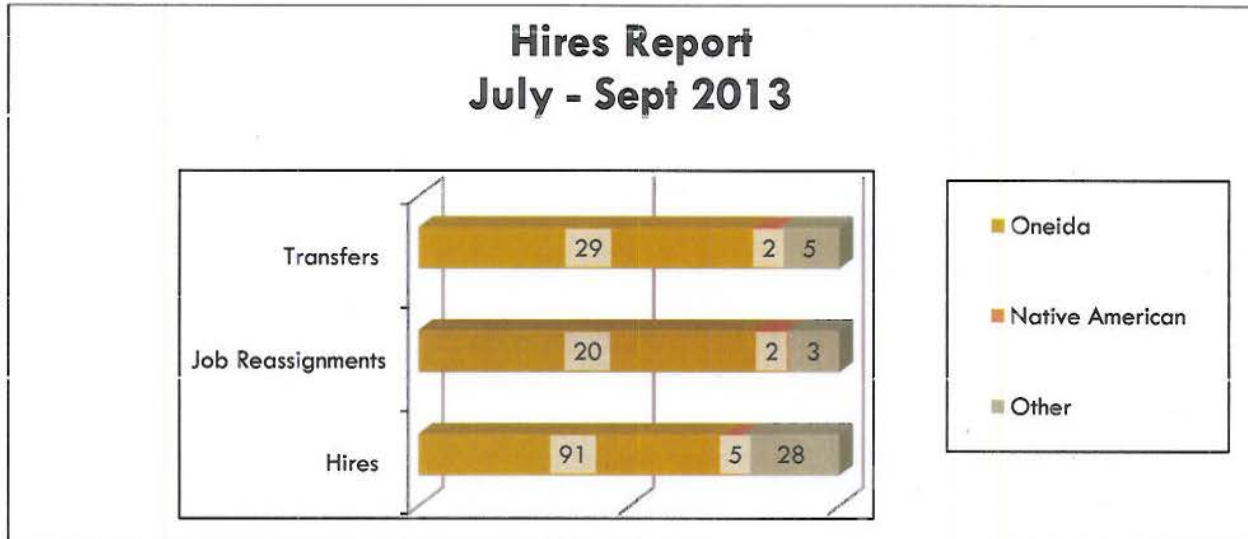


There were 57 jobs posted for the last quarter of FY2013 compared to 65 jobs posted for the last quarter of FY2014.

During the months of July – September 2014, all job postings were reviewed and approved by the Senior Management Team prior to posting a job.

One of the reasons for the increase in job posting is the majority of entry level positions in the Gaming Division were changed to pool positions and posted in September.

The Oneida Business Committee approved the Continuing Budget Resolution 09-24-2014-A which stated there will be no job postings after October 1, 2014 due to a Comprehensive Hiring Freeze until the FY2015 budget is approved by General Tribal Council in January 2015.

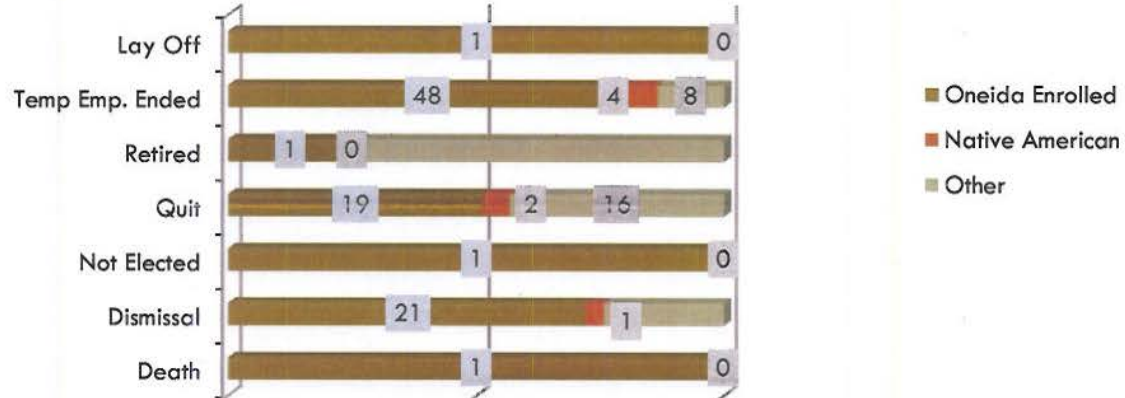


Although there were more hires in 2014, there were fewer transfers and job reassignments compared within this same time period in 2013.

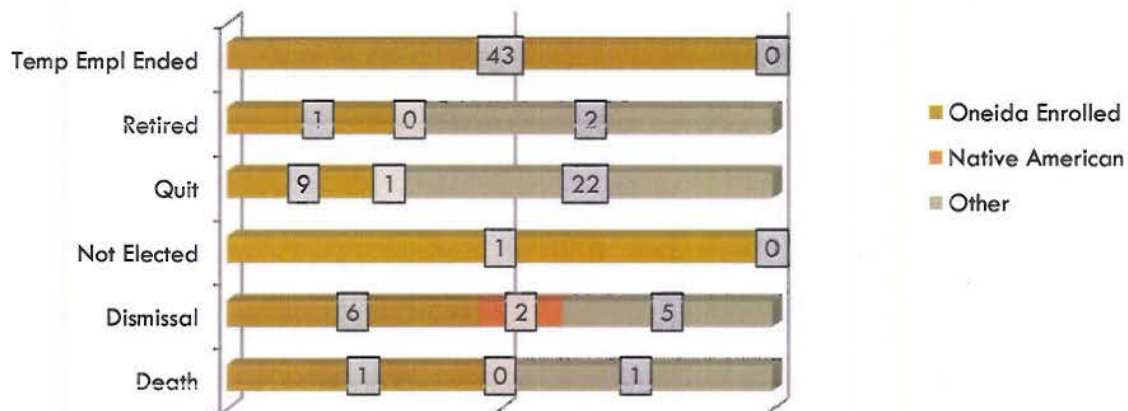
For July – Sept 2014:

- 87% of all transfers will filled by enrolled Oneida Tribal members,
- 87% of all job reassignments were filled by enrolled Oneida Tribal members,
- 75% of all hires were filled by enrolled Oneida Tribal members.

Employee Separations Report for July - Sept 2013 by Ethnicity - 133 Total Separations



Employee Separations Report for July - Sept 2014 by Ethnicity - 94 Total Separations



Of the 94 Total Separations during this quarter (July-Sept 2014):

- 42 were student interns and youth workers
- 2 employees retired
- 32 employees quit
- 1 employee was not elected
- 13 employees were dismissed
- 2 employees passed away

Workforce Development July-September, 2014

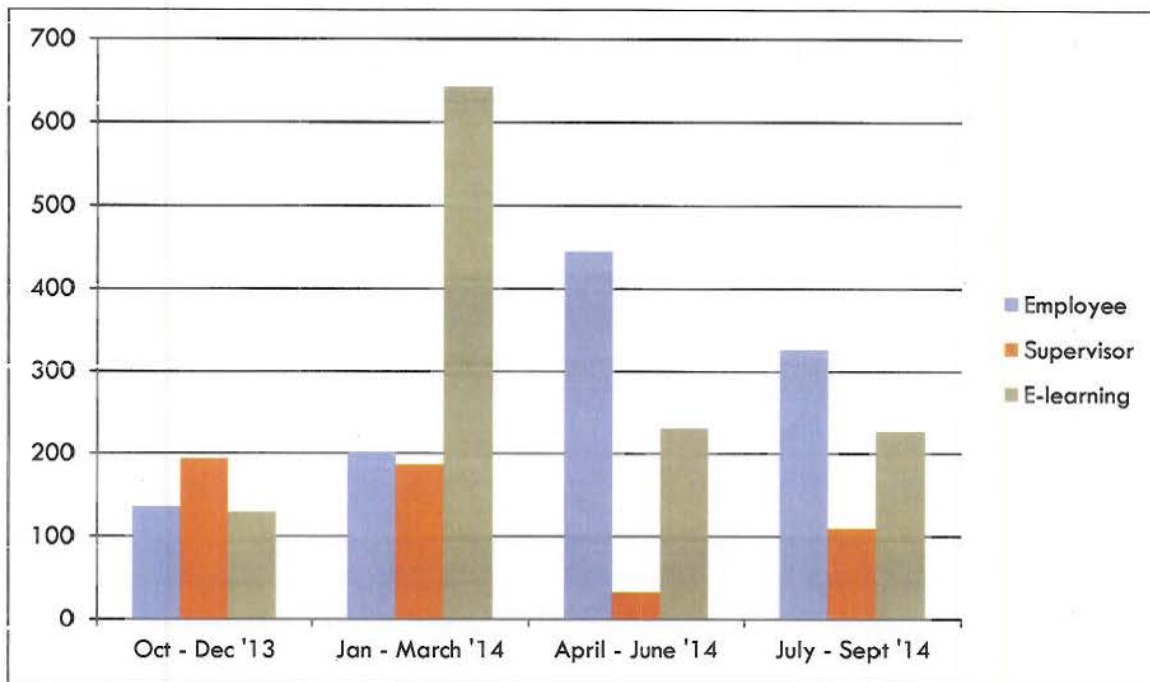
In July, we were working on the collaboration with Forward Service Corporation, which is a branch of Workforce Development state program to finalize another class with the Transportation Alliance for New Solutions (TrANS). This program trains participants to prepare for entry-level positions in the construction industry. The program offers 120-160 hours of Industry Awareness Class; Instruction includes: OSHA-10, Flag certification, and CPR/AED & first aid Certification. We had 23 students graduate. 18 of these 23 graduates were placed in jobs within two weeks after graduation. The starting wages ranged from \$10-\$40 per hour. The participants are NOT compensated for their time in class. Because of the success of this program we entered into another partnership in September.

We have worked with the following:

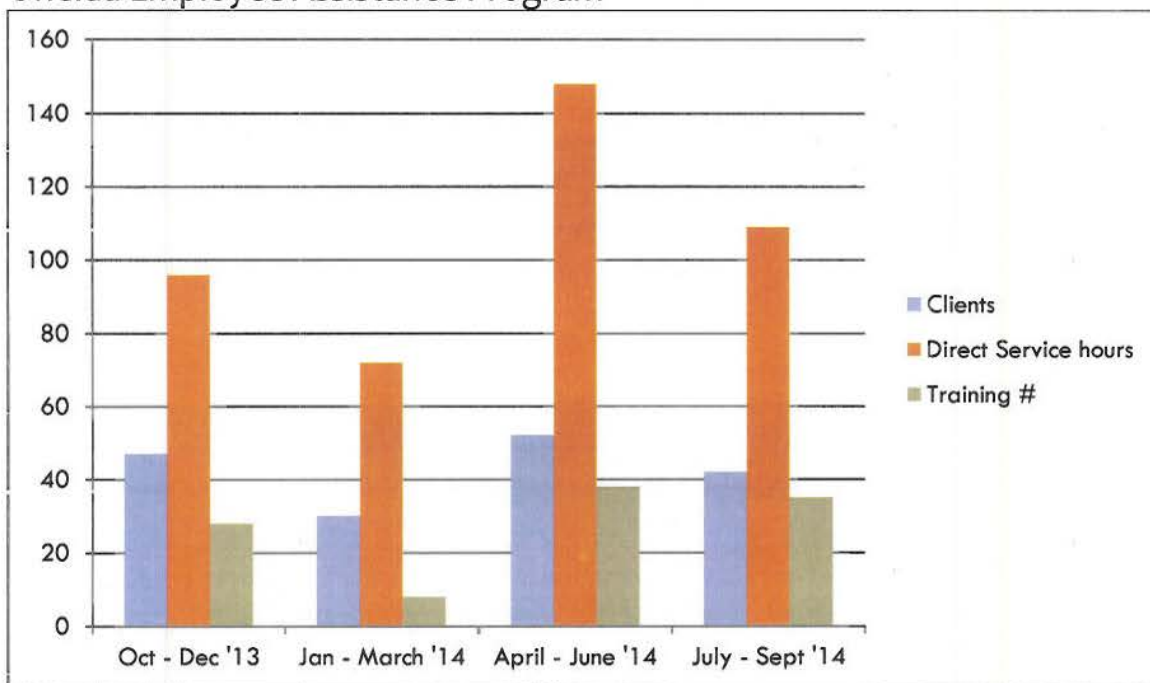
- Oneida Conservation Department to provide two (2) weeks of classes on Youth Employment Success Solutions (YESS). This program focus was on seven (7) modules which included: Reading comprehension, Basic Math Functions, Using Computers, Communications, Preparing for Your Employment Work Expectations, Money Management Basics, and Career Planning. We are also will be working with the Youth-At-Risk Program that starts in September thru January on Tuesday and Wednesday each week.
- Fox Valley Technical College (FVTC) to offer a four week CDL class in November to 18 participants. Requirements for this class are: 18 years of age, DOT Physical from an approved provider, pass a Drug test, have a valid Wisconsin Driver's License, have a Commercial Driver's License instruction permit, a clean driving record, and to attend Stand Out Applicant training.
- NWTC on another class of An Introduction to Health Care Careers which is a 3 credit classes to start in January 2015. We are recruiting 20 students.
- College of Menominee College (CMN) for a Math class in January 2015
- Met with three different Elder programs (WISE, NICOA, N.E.W. Curative) looking for placement for Elders.
- Workforce Development of Green Bay on participating in Training-the-Trainer for Work Certified. This training was re-scheduled to November 2014. We were provided with five (5) spots to fill.

We continue to send out flyers, post flyers at a variety of locations, advertise in the Kalihwisaks, recruit for classes and provide updates on our Workforce Development Department [Facebook page](#) . (Highlight and right click and select Open Link)

HRD Employee Training July-Sept, 2014

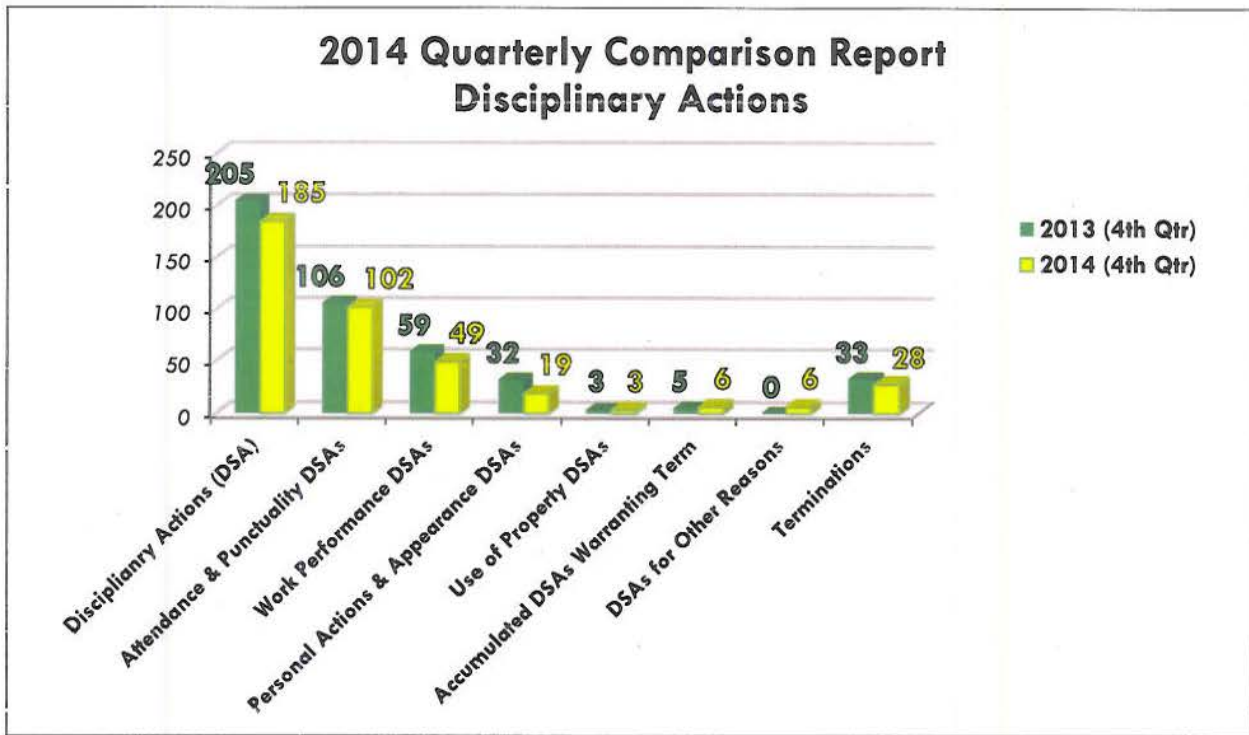


*ELearning was highest during Jan-March period due to mandatory training which also notified employees of training they had not yet completed. The spike in training for employees in April-June due to Customer Service for Comprehensive Health Division. The numbers in Jan – March do NOT include e-learning for DAFWP rollout. Additional information on this can be requested through the HRD Training & Development Director.
Oneida Employee Assistance Program



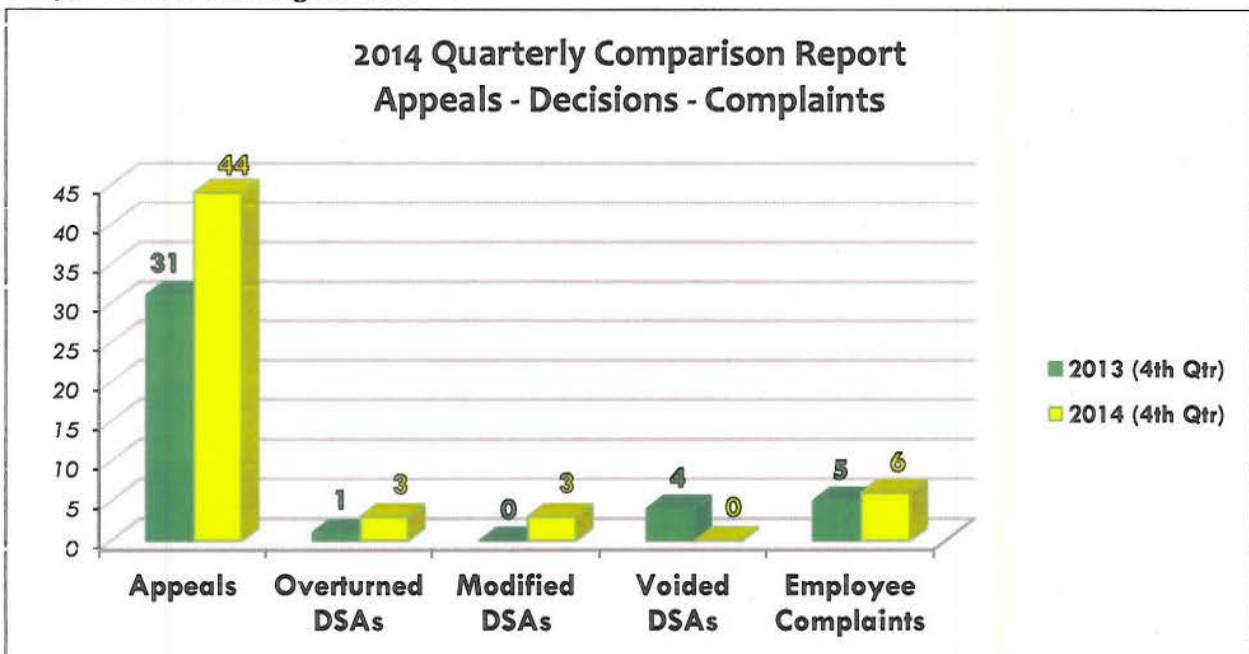
EAP Training includes: Book Club, EAP Training for Supervisors, Team Resilience Training (hosted)

Equal Employment Opportunity (EEO) July-September, 2014



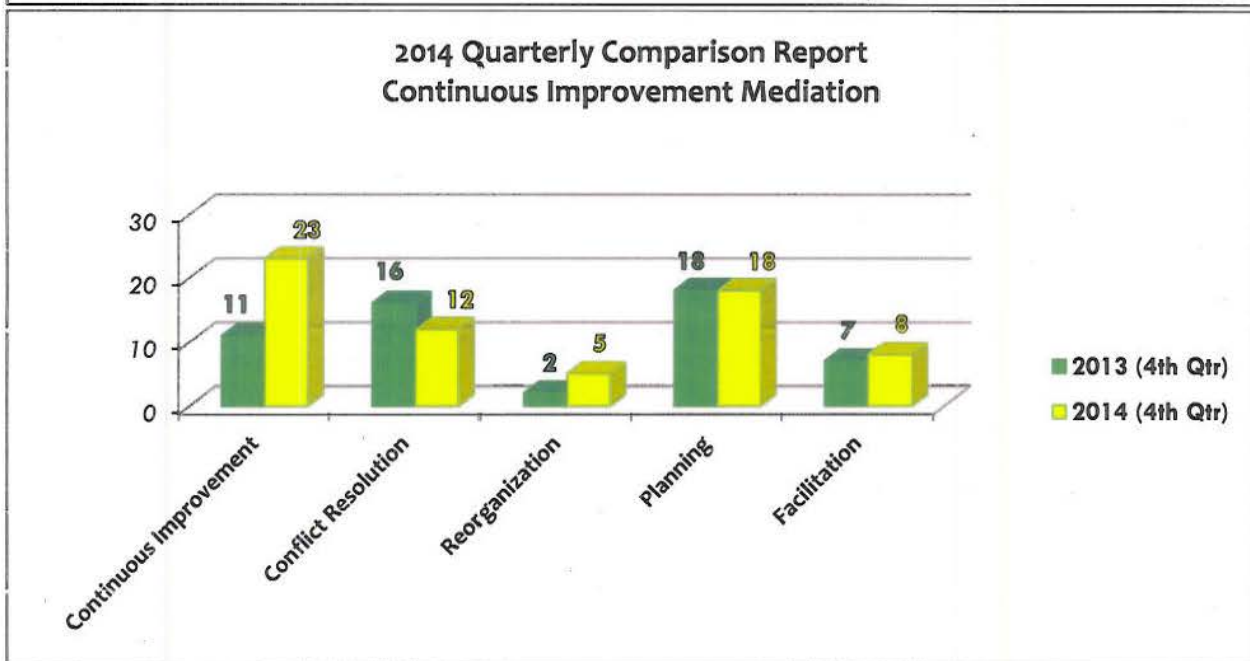
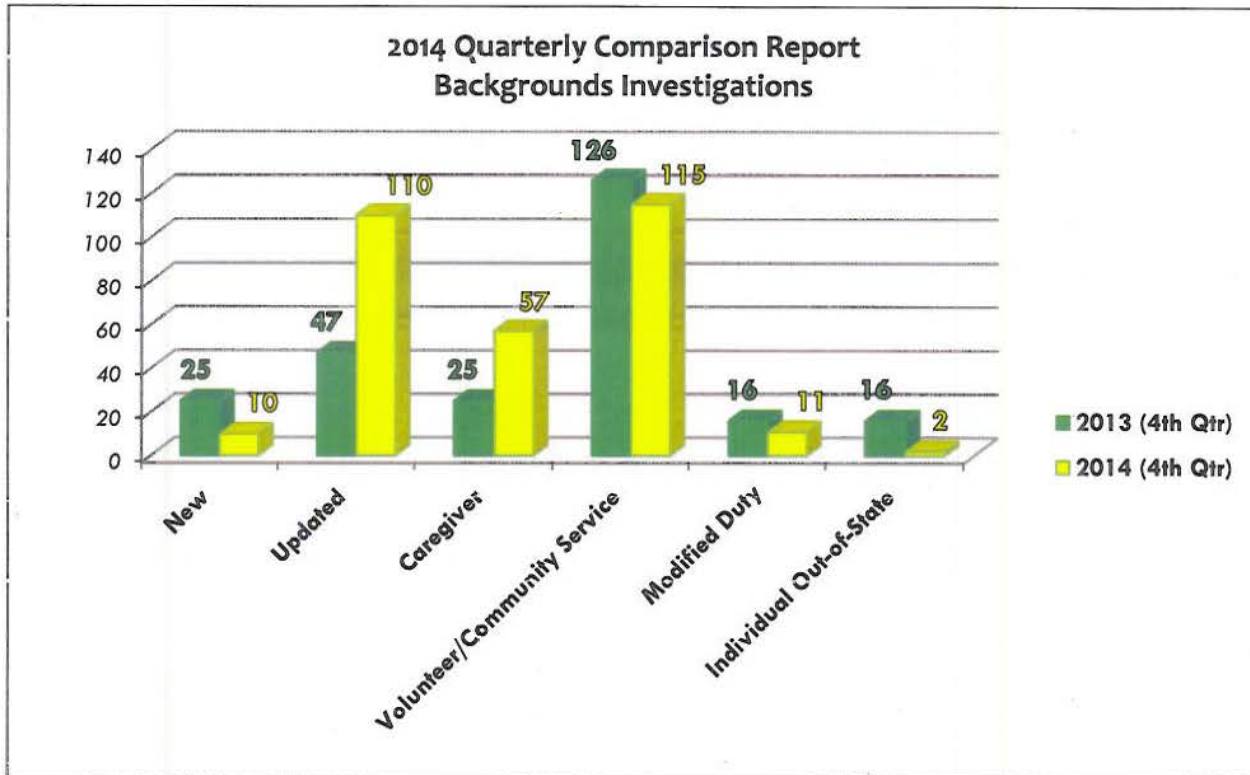
During the 4th quarter of 2014, the 6 disciplinary actions issued to employees for reasons other than disciplinary reasons were as follows:

1. Unable to return from a Leave of Absence = 4
2. Loss of Driver's License = 1
3. Loss of Gaming License = 1



During the 4th quarter of 2014, there were 3 disciplinary actions overturned, 3 disciplinary actions were modified, and 6 complaints were filed:

1. Overturned DSAs = 1 warning, 1 suspension, & 1 term.
2. Modified DSAs = 3 terminations modified to suspensions.
3. Complaints = 5 for harassment & 1 for sexual harassment.



Employee Insurances July-September, 2014

During the fourth quarter of FY14, the Employee Insurance Department is preparing for open enrollment (medical, dental, vision, voluntary benefits, and flex spending) and year end activities (making the necessary changes/enrollments in the system). The last couple of months of the year are generally the busiest time of the year.

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 September 2014

Breakdown	Employee Count	COBRA count	Breakdown	Employee Count	COBRA count
401K	1,566		Medical - Single	801	5
LIF52	2,536		Medical - Limited Family	471	
Short Term Disability	2,150		Medical - Family	615	
Long Term Disability	2,121				
Delta Dental - Single	751	8	Vision - Single	735	7
Delta Dental- Limited Family	552		Vision - Limited Family	555	0
Delta Dental - Family	740		Vision - Family	733	0

The Insurance team consists of: Christina Blue Bird, Kimberly Schultz, and Josh Cottrell

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Motion to accept the SEOTS FY '15 2nd 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:

Jackie Zalim, Vice-Chairwoman SEOTS

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:

Mandatory quarterly reporting. Approve FY '15 2nd 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

Southeastern Oneida Tribal Services (SEOTS) Advisory Board

FY '15 2nd QUARTER REPORT

January – March 2015

Submitted by Jackie Zalim – Vice Chairwoman

Members

- Dan Schiller – Chairman
- Jackie Zalim – Vice Chairwoman
- Linda Langen – Board Member
- Barbara Kuks – Board Member
- Jenna Skenandore – Board Member
- Tina Cottrell – Board Member
- James Flores – Board Member

Business

Committee Liaison Chairwoman, Tina Danforth

Minute Updates Minutes are on record.

Action Taken

The SEOTS Advisory Board welcomed two board members: Linda Langen and Tina Cottrell.

Financial

Five regular Board meetings were held this quarter. Stipends continue to be limited to \$50 with one payment per month. No training expenses during this period.

The SEOTS Advisory Board budget is well under budget due to several previous quarterly cancelled meetings, as well as acting with a reduced number of Board members.

There are no other expenses beyond the minimal and reduced meeting stipends.

Special Events and Travel

All parties are anxiously awaiting the move to the new SEOTS building. The Director gave Board members a tour of the facility while final work is being completed. The Board applauds the Director and staff and those who are making this permanent place for Southeastern Oneida Tribal Members and all Oneida Tribal Members a place to call home... away from home off the reservation.

Personal Comments

Given the Board is relatively new with five members who came on board within months; there is a 'learning curve' on procedures and requirements. Further, bylaws, related to stipends and the location address; and website, related to newly appointed board member's names need to be updated.

The Director has confirmed that Melanie Burkhart of Oneida has been approved to come down to Milwaukee and assist with training. The Board is working with the Director to schedule a time that will work for all parties.

SEOTS Office Personal and the SEOTS Advisory Board have an important working relationship sharing information, ideas and observations to keep Milwaukee connected to Oneida and in good standing. Cultural events and new programming ideas are well planned and executed. Further, the green Special Events mailer card, along with other media that SEOTS uses to communicate and invite tribal members, has tribal members looking forward to the card in their mailboxes each month.

Goals and Objectives

The Board's bi-monthly meeting agendas include budget updates as a main point of discussion. Our role is to oversee the budget, and advocate for programming/services, and funds, to correlate to SEOTS' vision.

SEOTS provides valuable statistics from their database on the use of programming and the facility, and the demographics of tribal members who depend on the office and the staff's help. For example, over the 2014 fiscal year, SEOTS recorded over 11k client interactions with medication and elder services at the top of the list. And too, what cannot be quantified is the welcome feeling people have when they come to SEOTS.

The Board continues to discuss ideas that could support programming and communication, and Board initiatives, including possible fund raising. Final agreed upon Board initiatives will be completed in the next quarter.

Meeting Requirements

Twice a month

Follow-up

The Board has one vacancy. In March, two members expressed that they may not be able to continue on the board given personal reasons and commitments.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Motion to accept the Oneida Gaming Commission FY '15 2nd 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: Mark A. Powless Sr., OGC 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:

The regular quarterly report requested by the Business Committee, requesting report approval.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA GAMING COMMISSION QUARTERLY REPORT

FY 2015 Second Quarter: January, February, and March

Prepared on April 23, 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 one (1) position in the Surveillance area. We are currently going through the hiring approval 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

January	01/05/15 Regular
	01/19/15 Regular
February	02/02/15 Regular
	02/16/15 Regular
March	03/02/15 Regular
	03/16/15 Regular

Security Joint Meetings

January	01/12/15
February	02/09/15
March	CNX

Gaming Joint Meetings

January	01/20/15
February	02/17/15
March	03/17/15

Employee Investigations and Vendor Licensing

	License Investigations	Temporary Licenses (Work Permits) Approvals/Denials	New Employee Orientation & Oventions	Vendor Work Permits
January	14	55/06 Denials	12/04	14/0 Denials
February	15	83/06 Denials	07/10	15/0 Denials
March	36	90/11 Denials	30/10	16/0 Denials

Employee Licensing and Hearings

	Employees Licensed	Hearings
January	55	2
February	83	0
March	90	2

Surveillance Reports

	# of Reports
January	66
February	51
March	35

January

- OGC Presentation to the OBC 01/09/15
- NIGC Financial Audit Submission (conf. call) 01/13/15
- Audit Committee Meeting 01/15/15
- Surveillance Tour @ North Star 01/21/15

February

- WGRA Planning Meeting @ LOC 02/26 & 27/15
- Payment Audit 02/12/15
- Compliance & Enforcement Regulation Meeting 02/17/15
- Hearing Regulation Meeting 02/18/15
- Vendor Licensing Meeting 02/23/15

March

- World Game Protection & GLI Roundtable conferences in Las Vegas, NV 03/01/15-03/06/15
- NTGCR Conference in San Diego, CA. 03/08/15-03/13/15
- NIGC Consultation Meeting 03/18/15
- NIGA Conference in San Diego, CA 03/29/15-04/03/15
- 2nd Quarter NIGC Payment

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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:

Quarterly reports to the OBC are required in the ONCOA bylaws.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor:

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
DA: April 30, 2015
RE: ONCOA Quarterly 2 Report to OBC

ONCOA is submitting the Quarterly 2 report to the OBC for approval.

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 QUARTERLY 2 REPORT TO OBC**MAY 2015****Period: January, February, March 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
 Arlie Doxtator, Vice Chairman
 Marlene Summers, Secretary
 Shirley Barber, Member
 Charlene E. Cornelius, Member (Deceased Feb 10, 2015)

Carol Elm, Member
 MaryAnn Kruckeberg, Member
 Pearl McLester, Member
 Dorothy J. Skenandore, 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 January, February, & March, 2015			
January 7	January 23	February 10	March 10
January 13	January 27	February 23	March 24

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.
- During 1st quarter of FY2015 a major focus was on Elder Village Planning. This is a project that has been discussed for several years and is finally moving forward again. Infrastructure is complete and construction was slated to begin in July, 2014. Ground Breaking for Elder Village was held on July 25, 2014.
- Troy Parr gave a quick overview of the project and personnel changes that have occurred in the last few months. B. Rentmeester retired around 12/10/14, and he had been assigned by the OBC to be over OHA in December of 2013. Since then, Dale Wheelock came back to OHA as Manager on 12/1/14. Troy Parr was assigned to oversee the construction for OHA on 12/10/14. Mike Showers resigned his position in the Engineering Department of the Oneida Tribe, and Sam VandenHeuvel has been assigned this project. Sam has been in meetings with Dale Wheelock regarding this project and the project status.

ONCOA QUARTERLY REPORT MAY 2015

- Collaborative efforts will continue with OHA, Oneida Planning, Oneida Elders, and others through the development, design, and construction phases. ONCOA and Project Team Status Meetings are held monthly to stay informed on the progress or delays 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.
- Designs of Cottage A and Cottage B was presented to ONCOA on 3/24/15 and were approved. Following design approval, the construction documents will be drawn up. In a month following the final design approval, the construction can start.

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. Somehow, 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 FY2015 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.
- **Update:** We will continue to gather information on Adult Day Services. 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 project funds. ONCOA has not received a closing amount of the project.

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 Position (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.
- The ONCOA Board and Elder Services Director attended the Brown County ADRC open house. The facility is inviting with a variety of programs made available to visitors and

ONCOA QUARTERLY REPORT MAY 2015

clients. The mealsite is in this new facility and serviced by a caterer. The hearing loop technology is included in the building.

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

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.
- 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 will be submitted to the State on June 1, 2015. Information from the latest Long Term Care Core Team meeting is that the projected date will be met. This is excellent news as ONCOA supported 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.

ONCOA QUARTERLY REPORT MAY 2015**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. in order 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 participated along with Elder Services Director, Florence Petri. All eleven tribes belong to this association and meet to discuss Aging Issues in Indian Country and 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.

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

ONCOA QUARTERLY REPORT MAY 2015**COMMENTS**

Each commissioner, along with the ONCOA staff, brings with him/her a varied background of employment, education, and life experiences to work toward a common goal of advocating for services that place emphasis on our elders. The following is a list of community involvement for the current 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)	
Great Lakes Native American Elders Association (GLNAEA), Board of Directors & Members	

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 13 / 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 Personnel Commission FY '15 2nd 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:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

At the April 22, 2015, Business Committee meeting, the Oneida Personnel Commission's (OPC) FY '15 2nd quarter report was submitted to the agenda. The report was deferred back to the Chairperson of OPC for clarification on the fourth paragraph of the Chairwoman's Personal Comments section.

That clarification was completed and the attached, corrected report was submitted.

- 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 Second Quarter
 January, February and March 2015
 Submitted by: Susan Daniels

NAMES

Officers: Susan Daniels, Chairperson
 Yvonne Jourdan, 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
 Dorothy Skenandore

MINUTES

All approved minutes have been submitted to the Office of the Tribal Secretary.

January 13, 2015	Regular Meeting	(Approved)
February 10, 2015	Regular Meeting	(Approved)
March 10, 2015	Regular Meeting	(Approved)

FINANCIAL

See attached R&E statements for the months of January, February and March 2015. (March's 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	January	February	March	Totals
Pre-Screens	4	27	21	52
Interviews	5	15	14	34
Reassignments	4	7	7	18
Initial Reviews	2	0	4	6
Grievances	0	1	0	1
Deliberations	0	0	0	0

Decision Writing	0	1	0	1
Motion Decisions	2	3	0	5
Regular Meetings	1	1	1	3
Special Meetings	0	0	0	0
Training*	2	1	3	6
Non-Gaming Employees with an advocate	0	2	0	2
Non-Gaming Employees without an advocate	0	0	0	0
Gaming Employees with an advocate	1	0	0	1
Gaming Employees without an advocate	0	0	0	0
Non-Gaming Management with an advocate	0	0	0	0
Non-Gaming Management without an advocate	0	2	0	2
Gaming Management with an advocate	0	0	0	0
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 - Susan Daniels, Chairperson - OPC

The Oneida Personnel Commission currently has three positions that need to be filled. Postings were made; however, there was an error in that posting regarding composition of the membership. A second posting took place with a deadline date of April 17, which is yet to come for this reporting period. A letter was sent to the OBC Chairperson requesting she take into consideration the qualifications and vetting process that was approved by the OPC during this quarter.

The Oneida Personnel Commission has developed a new training plan which was approved. Efforts now need to be made to create a concise, a comprehensive schedule pulling from all available resources within the Tribe. HRD's Training and Development component has assisted greatly in the development of this plan and will play a significant

role in providing several of the training sessions.

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 until the new judiciary takes it up for consideration.

The Oneida Personnel Commission is making inquiry 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 Oneida Personnel Commission has retained an attorney who is currently in the process of providing interpretation of the newly adopted laws and how they apply to the work performed by the commission. The attorney contract has gone before the OBC twice and has been returned for further clarification.

The Oneida Personnel Commission is concerned about its present physical location. Although our office was temporarily located from the NHC to the OLC for what was to be a six month period, several 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.
- Bring forward findings of statistical analysis regarding advocates/representatives for supervisors and managers during OPC hearing process.
- 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