

Oneida Tribe of Indians of Wisconsin



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



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

BC Meeting Materials June 24, 2015

Open Session

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the following 204 pages are the Open Session meeting materials presented at a meeting duly called, noticed and held on the 24th day of JUNE, 2015.

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

Lisa Summers, Tribal Secretary
Oneida Business Committee



Oneida Business Committee

Executive Session
8:45 a.m. Tuesday, June 23, 2015
BC Conference Room and Executive Conference Room
2nd floor, Norbert Hill Center

Regular Meeting
9 a.m. Wednesday, June 24, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

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

- I. Call to Order and Roll Call**
- II. Opening**
- III. Adopt the agenda**
- IV. Oaths of Office**
 - A. Oneida Environmental Resource Board** – Richard Baird
 - B. Oneida Powwow Committee** – Worden Shane Webster
- V. Minutes**
 - A. Approve June 10, 2015 regular meeting minutes**
- VI. Resolutions**
 - A. Adopt resolution titled Investigative Leave Policy Amendments**
Sponsor: Brandon Stevens, Councilman
Excerpt from June 10, 2015: Jennifer Webster to defer the resolution titled Investigative Leave Policy Amendments to the next Business Committee meeting, seconded by David Jordan. Motion carried unanimously.
 - B. Adopt resolution titled Section 8 Housing Assistance Waiver of Tribal Sovereign Immunity**
Sponsor: Don White, Division Director/GSD
 - C. Adopt resolution titled Generation Indigenous (Gen-I) Tribal Leadership Acceptance Challenge**
Sponsor: Fawn Billie, Councilwoman
 - D. Adopt resolution titled Revenue Allocation Plan FY 2015**
Sponsor: Brandon Stevens, Councilman

VII. Appointments

- A. Appoint Kimberly Schultz to the Anna John Resident Centered Care Community Board**
Sponsor: Tina Danforth, Tribal Chairwoman

VIII. Standing Committees**A. Legislative Operating Committee**

Sponsor: Councilman Brandon Stevens, Chair

1. **Accept Legislative Operating Committee meeting minutes of June 3, 2015**
2. **Accept Legislative Operating Committee FY '15 2nd quarter report**

B. Finance Committee

Sponsor: Treasurer Trish King, Chair

1. **Approve Finance Committee meeting minutes of June 15, 2015**

C. Community Development Planning Committee

Sponsor: Vice-Chairwoman Melinda J. Danforth, Chair

1. **Approve Community Development Planning Committee FY '15 2nd quarter report**

D. Quality of Life

Sponsor: Councilwoman Fawn Billie, Chair

1. **Approve Quality of Life FY '15 2nd quarter report**

IX. General Tribal Council**A. Petitioner Madelyn Genskow: Special GTC meeting to address six resolutions**

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from May 13, 2015: Motion by David Jordan to accept the legal analysis for resolution 2 of the petition, regarding Fee to Trust, seconded by Trish King. Motion carried unanimously.

Excerpt from April 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.

Excerpt from February 25, 2015: (1) Motion by Tehassi Hill to accept the verified petitions from Petitioner Madelyn Genskow: Request Special GTC meeting to address 6 resolutions seconded by Jennifer Webster. Motion carried unanimously. **(2)** Motion by Tehassi Hill to send the verified petitions to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial, legislative, and administrative analyses to be completed, seconded by Fawn Billie. Motion carried unanimously. **(3)** Motion by Jennifer Webster to direct Law Office, Finance, and Legislative Reference Offices to submit the analyses to the Tribal Secretary's office within 60 days and that a progress report be submitted in 45 days, seconded by Lisa Summers. Motion carried unanimously. **(4)** Motion by Lisa Summers to direct our Direct Report offices to submit appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Fawn Billie. Motion carried unanimously.

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

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from June 10, 2015: Motion by Tehassi Hill to accept the status report from the LOC as information, seconded by Jennifer Webster. Motion carried unanimously.

Excerpt from April 8, 2015: Motion by Jennifer Webster to accept the verified petition submitted by Madelyn Genskow; to send the verified petition to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial, legislative and administrative analyses to be

completed; to direct the Law, Finance, and Legislative Reference offices to submit the analyses to the Tribal Secretary's office within 60 days, and that a progress report is submitted in 45 days; to direct the Direct Report offices to submit the appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Lisa Summers.

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

Sponsor: Lisa Summers, Tribal Secretary

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

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

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

Sponsor: Lisa Summers, Tribal Secretary

X. Unfinished Business

A. Approve the reallocation of Special Projects funds

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from June 10, 2015: Motion by Brandon Stevens to reallocate \$2,900 from Special Projects budget to the Oneida youth lacrosse players event and that a budget detail for the remaining \$4,100 for the Rites of Passage initiative be brought back for consideration at the next Business Committee meeting, seconded by Fawn Billie. Motion carried with one opposed and one abstention.

B. Approve Alternate Wage Plan

Sponsor: Trish King, Tribal Treasurer

Excerpt from May 13, 2015: Motion by Trish King to refer the Alternate Wage Plan to the Treasurer's Office to develop a complete Wage Compensation Plan that will be brought back to the Business Committee in 30 days and to direct, for planning purposing, \$3.7 million be included into the FY-16 budget, seconded by David Jordan. Motion carried unanimously.

XI. Tabled Business (No Requested Action)

XII. New Business

A. Approve limited waiver of sovereign immunity for Wisconsin Public Service-Distribution Facilities Installation Agreement contract # 2015-0491

Sponsor: Dale Wheelock, Director/OHA

B. Approve limited waiver of sovereign immunity for Wisconsin Public Service-Outdoor Lighting Service contract # 2015-0492

Sponsor: Dale Wheelock, Director/OHA

C. Approve three actions regarding CIP package and CIP project #15-003 Norbert Hill Center Remodeling — Phase VIII

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

XIII. Travel

A. Travel Reports (No Requested Action)

B. Travel Requests

1. Tribal Chairwoman Tina Danforth – 2015 WEWIN Conference – Quapaw, OK – August 15-20, 2015
2. Tribal Secretary Lisa Summers – Special Committee on State-Tribal Relations – Odana, WI – July 8-9, 2015

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

A. Operational Reports¹

1. Ombudsman FY '15 2nd quarter report – Dianne McLester-Heim, Ombudsman

B. Corporate Reports

1. Bay Bancorporation Inc FY '15 2nd quarter report – Jeff Bowman, President
Liaison: Tina Danforth, Tribal Chairwoman
Excerpt from June 10, 2015: Motion by David Jordan to defer the Bay Bancorporation Inc. FY '15 2nd quarter report to the next Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.

C. Boards Committees and Commissions

1. Oneida Land Claims Commission FY '15 2nd quarter report – Amelia Cornelius, Chairwoman
Liaison: Brandon Stevens, Councilman
Excerpt from June 10, 2015: (1) Motion by David Jordan to defer the Oneida Land Claims Commission FY '15 2nd quarter report to the next regular Business Committee meeting and that the Chair, Vice-Chair or one of the other members be in attendance, seconded by Fawn Billie. Motion carried unanimously. (2) Motion by Jennifer Webster to withhold stipends to the Oneida Land Claims Commission until the Oneida Land Claims Commission FY '15 2nd quarter report is submitted and accepted by the Business Committee, seconded by David Jordan. Motion carried unanimously.
Excerpt from May 27, 2015: Motion by Jennifer Webster to defer the Oneida Land Claims Commission FY '15 2nd quarter report back to the Land Claims Commission and for the Land Claims Commission to report on their activities from January 1, 2015-March 31, 2015, as it is not contained within the report, seconded by Lisa Summers. Motion carried unanimously.
2. Oneida Land Commission FY '15 2nd quarter report – Amelia Cornelius, Chairwoman
Liaison: Tehassi Hill, Councilman
Excerpt from May 27, 2015: Motion by Lisa Summers to defer the Oneida Land Claims Commission FY '15 2nd quarter report to the June 24, 2015, Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

¹ Internal Services Division FY '15 2nd quarter report is due at the June 24, 2015, Business Committee meeting, but was presented on June 10, 2015, due to scheduling conflicts.

XV. Executive Session**A. Reports**

1. **Bay Bancorporation Inc FY '15 2nd quarter report** – Jeff Bowman, President
Liaison: Tina Danforth, Tribal Chairwoman
Excerpt from June 10, 2015: Motion by David Jordan to defer the Bay Bancorporation Inc. FY '15 2nd quarter report to the next Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.
2. **Retail Enterprise FY '15 2nd quarter report** – Michele Doxtator, Retail Profit Area Manager
3. **Chief Counsel report** – Jo Anne House, Chief Counsel
4. **Intergovernmental Affairs and Communications report** – Nathan King, IGAC Director
5. **Chief Financial Officer report** – Larry Barton, Chief Financial Officer

B. Audit Committee

Sponsor: Councilman Tehassi Hill, Chair

1. **Accept Audit Committee FY '15 2nd quarter report**

C. Unfinished Business

1. **Housing Authority action plan for Audit Finding**
Sponsor: Dale Wheelock, Director/OHA
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.
2. **Update on the complaint re: Oneida Personnel Commission dated April 13, 2015**
Sponsor: Tina Danforth, Tribal Chairwoman
Excerpt from April 22, 2015: Motion by Lisa Summers 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.
3. **Approve action plan for Land Claims strategy (This item is scheduled for 1:30 p.m.)**
Sponsor: Nathan King, IGAC Director
Excerpt from May 27, 2015: Motion by Melinda J. Danforth to accept the update from Attorney Locklear and request Intergovernmental Affairs and Communications to proceed with option four as presented and develop and action plan to be brought back to the Business Committee in 30 days, seconded by Lisa Summers. Motion carried unanimously.
4. **Recommendation for Provider Retention Plan**
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman
Excerpt from July 23, 2014: 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.
Excerpt from June 11, 2014: Motion by Patty Hoeft to approve a 30 day extension, seconded by Paul Ninham. Motion carried unanimously.
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.
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.

5. Support new business development for Thornberry Creek at Oneida (*This item is scheduled for 8:45 a.m. in the BCCR*)

Sponsor: Janice Hirth-Skenandore, OGE Agent

Excerpt from May 27, 2015: Motion by Lisa Summers to defer this item to the next Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.

D. Tabled Business (*No Requested Action*)

E. New Business

1. Approve limited waiver of sovereign immunity for Dexis Hardware/Software contract # 2015-0485

Sponsor: Joanie Buckley, Division Director/ISD

2. Approve Subordination Agreement contract # 2015-0580 , and approve a limited waiver of sovereign immunity

Sponsor: Jo Anne House, Chief Counsel

3. Approve Xerox Corporation contract # 2015-0485 and approve a limited waiver of sovereign immunity

Sponsor: Joanie Buckley, Division Director/ISD

XVI. Adjourn

Posted on the Tribe's official website, www.oneida-nsn.gov, at 1:30 p.m., Friday, June 19, 2015, pursuant to the Open Records and Open Meetings Law, section 7.17-1. For additional information, please call the Business Committee Support Office at (920) 869-4364.

The meeting packet of the open session materials for this meeting is available to Tribal members by going to the Members-Only section of the Tribe's official website at: www.oneida-nsn.gov/MembersOnly For information about this meeting, please call the Business Committee Support Office at (920) 869-4364 or (800) 236-2214

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 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 Richard Baird to 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

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. On April 22, 2015 Nicole Steeber and Gerald Jordan were appointed and Dakota Webster and Gerald Cornelius were put on hold until the Chair met with the board. On May 11, 2015 the Chair met with the board and came to an agreement. At the May 27, 2015 BC meeting the recommendation of Dakota Webster and Gerald Cornelius were denied and Tom Oudenhoven and Richard Baird were appointed. On June 9, 2015 Laura Manthe called to say Richard couldn't make it to take his oath on June 10, 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 Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 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 Worden Webster to the Oneida Pow Wow Committee.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor:

Kathleen M. Metoxen, Executive Tribal Clerk

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The posting for the Oneida Pow Wow Committee was in the April 2, 2015 issue of the Kalihwisaks for one (1) vacancy for 3 year term with the deadline of May 8, 2015. There were six (6) applicants for the one (1) vacancy on the Oneida Pow Wow Committee. The appointment was made on the May 27, 2015 BC Agenda. Was to take his oath on June 10, 2015, but he called to say he forgot.

- 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: 06 / 24 / 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:

Approve June 10, 2015 regular meeting minutes

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



Oneida Business Committee

Executive Session

9 a.m. Tuesday, June 9, 2015

Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting

9 a.m. Wednesday, June 10, 2015

BC Conference Room, 2nd floor, Norbert Hill Center

Minutes - DRAFT

EXECUTIVE SESSION

Present: Chairwoman Tina Danforth, Treasurer Trish King, Secretary Lisa Summers, Council members: Tehassi Hill, David Jordan, Jennifer Webster;

Not Present: Vice-Chairwoman Melinda J. Danforth, Council members: Fawn Billie, Brandon Stevens;

Arrived at: ;

Others present: Jo Anne House, Larry Barton, Steven Ninham, Janice Hirth-Skenandore, Josh Doxtator, Nathan King, Pete King, Wilbert Rentmeester;

REGULAR MEETING

Present: Chairwoman Tina Danforth, Vice-Chairwoman Melinda J. Danforth, Secretary Lisa Summers, Council members: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster;

Not Present: Treasurer Trish King;

Arrived at: Councilman Brandon Stevens at 9:05;

Others present: Thomas Oudenhoven, Jordyn Rasmussen, Daril Peters, Brad Graham, Bill Graham, Dana Isaac, Sharon Alvarez, Ronald King, Patti Denny, Matt Denny, Sylvia Cornelius, Sonny Martin, Laura Manthe, Lori Elm, Breezy Brzesinski, Margo Reiter, Wendy Alvarez, Tina Ama, Chris Johns, Chaz Wheelock, Debbie Reiter-Mehojah, Kelly Johnson, Jennifer M. Stevens, Pete King, Jackie Zalim, Janice Hirth-Skenandore, Melanie Burkhart, Joanie Buckley, Wilbert Rentmeester;

I. Call to Order and Roll Call by Chairwoman Tina Danforth at 8:59 a.m.

II. Opening by Councilman Tehassi Hill

III. Adopt the agenda

Motion by Jennifer Webster to adopt the agenda with two changes (address agenda item XIV.B.6. Oneida Seven Generations Corporation FY '15 2nd quarter report at 10:00 a.m. and address agenda item XIII.B.1. Procedural exception: Travel and Expense Policy for up to 10 attendees – 2015 Special Election – Milwaukee, WI – July 10-12, 2015 after 1:30 p.m. with agenda item XIV.C.1. Oneida Election Board FY '15 2nd quarter report), seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Trish King

IV. Oaths of Office administered by Secretary Lisa Summers

A. Oneida Arts Board – Sylvia Cornelius

B. Oneida Election Board – Lori Elm

C. Oneida Environmental Resource Board – Tom Oudenhoven and Richard Baird (*Richard Baird not present*)

D. Oneida Personnel Commission – Patricia Denny and Sharon Alvarez

E. Oneida Powwow Committee – Worden Shane Webster (*Worden Shane Webster not present*)

V. Minutes

A. Approve May 27, 2015 regular meeting minutes

Motion by Jennifer Webster to approve the May 27, 2015 regular meeting minutes, seconded by Lisa Summers. Motion carried unanimously:

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

B. Approve May 29, 2015 special meeting minutes

Motion by David Jordan to approve the May 29, 2015 special meeting minutes, seconded by Fawn Billie. Motion carried unanimously:

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

VI. Resolutions

A. Adopt resolution titled Amending Quality of Life Standing Committee Charter

Sponsor: Fawn Billie, Councilwoman

Motion by David Jordan to adopt resolution 06-10-15-A Amending Quality of Life Standing Committee Charter, seconded by Jennifer Webster. Motion carried unanimously:

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

B. Adopt resolution titled Resolution for Wellness

Sponsor: Fawn Billie, Councilwoman

Motion by Jennifer Webster to adopt resolution 06-10-15-B Resolution for Wellness, seconded by Lisa Summers. Motion carried with one abstention:

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

C. Adopt resolution titled Investigative Leave Policy Amendments

Sponsor: Brandon Stevens, Councilman

Motion by Jennifer Webster to defer the resolution titled Investigative Leave Policy Amendments to the next Business Committee meeting, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Trish King
For the record: Brandon stated I'll meet with LRO to work on the language.

VII. Appointments (No Requested Action)

VIII. Standing Committees

A. Legislative Operating Committee

Sponsor: Councilman Brandon Stevens, Chair

1. Accept Legislative Operating Committee meeting minutes of May 20, 2015

Motion by Melinda J. Danforth to accept the Legislative Operating Committee meeting minutes of May 20, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Trish King

2. Approve the creation of administrative court and endorse letter of co-operation

Motion by David Jordan to approve the creation of an administrative court and endorse a letter of co-operation to be created that directs the Tribe's boards, committees and commissions to assist the LOC in the creation of the administrative court, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Trish King

Motion by Lisa Summers that the LOC create an action plan to be brought back to the Business Committee in 60 days, seconded by Melinda J. Danforth. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Trish King

B. Finance Committee

Sponsor: Treasurer Trish King, Chair

1. Approve Finance Committee meeting minutes of June 1, 2015

Motion by Melinda J. Danforth to approve the Finance Committee meeting minutes of June 1, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Trish King

C. Community Development Planning Committee (No Requested Action)

D. Quality of Life (No Requested Action)

IX. General Tribal Council

A. Petitioner Madelyn Genskow: Request Saturday meeting to address 4 resolutions

Sponsor: Lisa Summers, Tribal Secretary

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

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

Excerpt from February 22, 2015: Motion by Lisa Summers to accept the legislative analysis and

provide an additional sixty (60) days for the Law and Finance offices to submit the appropriate analyses, seconded by Tehassi Hill. Motion carried unanimously:

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

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

Motion by Jennifer Webster to accept the financial analysis for resolution 1, regarding Budget Development, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Trish King

Motion by Jennifer Webster to provide an additional 15 days for Finance to complete and submit the remaining three (3) analyses, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Trish King

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

Sponsor: Brandon Stevens, Councilman

Excerpt from April 8, 2015¹: 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 by Tehassi Hill to accept the status report from the LOC as information², seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Trish King

X. Unfinished Business (No Requested Action)

XI. Tabled Business (No Requested Action)

XII. New Business

A. Approve the reallocation of Special Projects funds

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Brandon Stevens to reallocate the \$7,000 from Special Projects budget to \$2,900 for Oneida youth lacrosse players event and the remaining \$4,100 to be used towards the Rites of Passage initiative, seconded by Fawn Billie. Motion withdrawn.

¹ Excerpt comes from April 22, 2015 meeting minutes.

² The status update indicates that the analyses will be brought back to the Oneida Business Committee on June 17, 2015. This is an error; the correct date is June 24, 2015.

Amendment to the main motion by Brandon Stevens to reallocate \$2,900 from Special Projects budget to the Oneida youth lacrosse players event and that a budget detail for the remaining \$4,100 for the Rites of Passage initiative be brought back for consideration, seconded by Fawn Billie. Amendment withdrawn.

Motion by Brandon Stevens to reallocate \$2,900 from Special Projects budget to the Oneida youth lacrosse players event and that a budget detail for the remaining \$4,100 for the Rites of Passage initiative be brought back for consideration at the next Business Committee meeting, seconded by Fawn Billie.

Motion carried with one opposed and one abstention:

Ayes:	Fawn Billie, Melinda J. Danforth, Tehassi Hill, David Jordan, Brandon Stevens
Opposed:	Jennifer Webster
Abstained:	Lisa Summers
Not Present:	Trish King
For the record:	Lisa Summers stated I'm abstaining because I do have two family members that would be directly impacted by the motion that was approved.
For the record:	Jennifer Webster stated I prefer to see the \$7,000 spent toward a program that could serve all, again all, of our youth.

Secretary Lisa Summers is excused at 10:36 a.m.

B. Approve Business Committee SOP titled Conducting Electronic Voting (E-Polls)

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to approve the Business Committee SOP titled Conducting Electronic Voting (E-Polls) and to review the SOP in one year, seconded by Tehassi Hill. Motion carried unanimously:

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

XIII. Travel

A. Travel Reports (No Requested Action)

B. Travel Requests

1. Procedural exception: Travel and Expense Policy for up to 10 attendees – 2015 Special Election – Milwaukee, WI – July 10-12, 2015

Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Jennifer Webster to approve a procedural exception to the Travel and Expense Policy for up to 10 attendees – 2015 Special Election – Milwaukee, WI – July 10-12, 2015, seconded by David Jordan.

Motion carried unanimously:

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

Motion by David Jordan to recess at 11:11 a.m. and to reconvene at 1:30 p.m., seconded by Fawn Billie.

Motion carried unanimously:

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

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

Called to order by Chairwoman Tina Danforth at 1:37 p.m.

Vice-Chairwoman Melinda J. Danforth, Treasurer Trish King, and Secretary Lisa Summers are not present.

A. Operational Reports

1. Internal Services Division FY '15 2nd quarter report³ – Joanie Buckley, Division Director/ISD

Motion by Brandon Stevens to accept the Internal Services Division FY '15 2nd quarter report, seconded by Tehassi Hill. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, Trish King, Lisa Summers

2. Organizational Development FY '15 2nd quarter report – Melanie Burkhart, Organizational Development Specialist

Motion by Jennifer Webster to accept the Organizational Development FY '15 2nd quarter report, seconded by Tehassi Hill. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, Trish King, Lisa Summers

3. Self-Governance FY '15 2nd quarter report – Chis Johns, Self-Governance Coordinator (*No report submitted*)

Motion by David Jordan to accept the verbal report and that a written report be submitted to the Business Committee and to the packet, for the record, by the end of the week, seconded by Jennifer Webster.

Motion carried unanimously:

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

Not Present: Melinda J. Danforth, Trish King, Lisa Summers

Councilman Brandon Stevens departs at 2:18 p.m.

B. Corporate Reports

1. Oneida Airport Hotel Corporation FY '15 2nd quarter report – Janice Skenandore-Hirth, Chairwoman

Liaison: Trish King, Tribal Treasurer

Motion by David Jordan to accept the Oneida Airport Hotel Corporation FY '15 2nd quarter report, seconded by Fawn Billie. Motion carried unanimously:

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

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

2. Oneida Golf Enterprise Corporation FY '15 2nd quarter report – Janice Skenandore-Hirth, Agent

Liaison: Trish King, Tribal Treasurer

Motion by Jennifer Webster to accept the Oneida Golf Enterprise Corporation FY '15 2nd quarter report, seconded by David Jordan. Motion carried unanimously:

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

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

3. Bay Bancorporation Inc. FY '15 2nd quarter report – Jeff Bowman, President (*No report submitted*)

³ Internal Services Division FY '15 2nd quarter report is due at the next Business Committee meeting, but is being presented early due to scheduling conflicts.

Liaison: Tina Danforth, Tribal Chairwoman

Motion by David Jordan to defer the Bay Bancorporation Inc. FY '15 2nd quarter report to the next Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously:

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

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

Councilman Brandon Stevens returns at 2:32 p.m.

Councilman Tehassi Hill departs at 2:33 p.m.

4. Oneida Total Integrated Enterprises FY '15 2nd quarter report – William “Butch” Rentmeester, Chairman

Liaison: Tehassi Hill, Councilman

Motion by David Jordan to accept the Oneida Total Integrated Enterprises FY '15 2nd quarter report, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, David Jordan, Brandon Stevens, Jennifer Webster

Not Present: Melinda J. Danforth, Tehassi Hill, Trish King, Lisa Summers

5. Oneida Engineering Science & Construction Group, LLC FY '15 2nd quarter report – Jacquelyn Zalim, Chairwoman

Liaison: Tehassi Hill, Councilman

Motion by David Jordan to accept the Oneida Engineering Science & Construction Group, LLC FY '15 2nd quarter report, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, David Jordan, Brandon Stevens, Jennifer Webster

Not Present: Melinda J. Danforth, Tehassi Hill, Trish King, Lisa Summers

6. Oneida Seven Generations Corporation FY '15 2nd quarter report – Pete King, King Solutions LLC

Liaison: Tina Danforth, Tribal Chairwoman

No action taken on this item. The new agent, Pete King of King Solutions LLC was introduced.

C. Boards Committees and Commissions

1. Oneida Election Board FY '15 2nd quarter report⁴ – Lori Elm, Chairwoman

Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from May 27, 2015: Motion by Jennifer Webster to defer the Oneida Election Board FY '15 2nd quarter report to the next Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

Motion by David Jordan to accept the Oneida Election Board FY '15 2nd quarter report, seconded by Fawn Billie. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, Trish King, Lisa Summers

Councilman Tehassi Hill returns at 2:47 p.m.

2. Oneida Land Claims Commission FY '15 2nd quarter report – Amelia Cornelius, Chairwoman (No report submitted)

Liaison: Brandon Stevens, Councilman

Excerpt from May 27, 2015: Motion by Jennifer Webster to defer the Oneida Land Claims Commission FY '15 2nd quarter report back to the Land Claims Commission and for the Land Claims Commission to report on their activities from January 1, 2015-March 31, 2015, as it is not contained within the report, seconded by Lisa Summers. Motion carried unanimously.

⁴ The Oneida Election Board FY '15 2nd quarter report was due at the May 13, 2015, regular Business Committee meeting and was inadvertently left off the agenda.

Motion by David Jordan to defer the Oneida Land Claims Commission FY '15 2nd quarter report to the next regular Business Committee meeting and that the Chair, Vice-Chair or one of the other members be in attendance, seconded by Fawn Billie. Motion carried unanimously:

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

Motion by Jennifer Webster to withhold stipends to the Oneida Land Claims Commission until the Oneida Land Claims Commission FY '15 2nd quarter report is submitted and accepted by the Business Committee, seconded by David Jordan. Motion carried unanimously:

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

XV. Executive Session

A. Reports

1. Oneida Airport Hotel Corporation FY '15 2nd quarter report – Janice Skenandore-Hirth, Chairwoman

Liaison: Trish King, Tribal Treasurer

Motion by David Jordan to accept the Oneida Airport Hotel Corporation FY '15 2nd quarter report, seconded by Tehassi Hill. Motion carried with one abstention:

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

2. Oneida Golf Enterprise Corporation FY '15 2nd quarter report – Janice Skenandore-Hirth, Agent

Liaison: Trish King, Tribal Treasurer

Motion by David Jordan to accept the Oneida Golf Enterprise Corporation FY '15 2nd quarter report, seconded by Tehassi Hill. Motion carried with one abstention:

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

3. Bay Bancorporation Inc. FY '15 2nd quarter report – Jeff Bowman, President (*No report submitted*)

Liaison: Tina Danforth, Tribal Chairwoman

Motion by David Jordan to defer the Bay Bancorporation Inc. FY '15 2nd quarter report, seconded by Fawn Billie. Motion carried unanimously:

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

4. Oneida Total Integrated Enterprises FY '15 2nd quarter report – William “Butch” Rentmeester, Chairman

Liaison: Tehassi Hill, Councilman

Motion by David Jordan to accept the Oneida Total Integrated Enterprises FY '15 2nd quarter report, seconded by Jennifer Webster. Motion carried with one abstention:

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

Abstained: Melinda J. Danforth
 Not Present: Trish King, Lisa Summers

5. Oneida Engineering Science & Construction Group, LLC FY '15 2nd quarter report –
 Jacquelyn Zalim, Chairwoman
 Liaison: Tehassi Hill, Councilman

Motion by David Jordan to accept the Oneida Engineering Science & Construction Group, LLC FY '15 2nd quarter report, seconded by Tehassi Hill. Motion carried with one abstention:

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

6. Oneida Seven Generations Corporation FY '15 2nd quarter report – Gene Keluche, Sagestone Management LLC *(This item is scheduled for 2:00 p.m.)*
 Liaison: Tina Danforth, Tribal Chairwoman

Motion by David Jordan to accept the Oneida Seven Generations Corporation FY '15 2nd quarter report, seconded by Jennifer Webster. Motion carried with one abstention:

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

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

Motion by Jennifer Webster to accept two litigation reports and approve LRO staff attorney contract # 2015-0531 seconded by Tehassi Hill. Motion carried with one abstention:

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

B. Audit Committee

Sponsor: Councilman Tehassi Hill, Chair

1. Approve Audit Committee meeting minutes of April 9, 2015

Motion by David Jordan to approve the Audit Committee meeting minutes of April 9, 2015, seconded by Brandon Stevens. Motion carried unanimously:

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

C. Unfinished Business

1. Accept Intergovernmental Affairs and Communications recommendation regarding State Legislation AB215

Sponsor: Lisa Summers, Tribal Secretary

Excerpt from May 27, 2015: Motion by Lisa Summers that the Law Office and the Intergovernmental Affairs and Communications department work together to provide a recommendation on whether or not to support State Legislation AB215 and for the recommendation to be brought back for the June 10, 2015, Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.

Motion by Tehassi Hill to accept the Intergovernmental Affairs and Communications report regarding State Legislation AB215, seconded by Brandon Stevens. Motion carried unanimously:

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

2. Review complaint re: SEOTS Advisory Board dated May 10, 2015

Sponsor: Tina Danforth, Tribal Chairwoman

Excerpt from May 27, 2015: Motion by Melinda J. Danforth to defer this complaint to the next Business Committee meeting with the Tribal Secretary continuing to follow up with the complainant to obtain additional information, seconded by David Jordan. Motion carried unanimously.

Motion by David Jordan to accept the update report from the Tribal Secretary, seconded by Jennifer Webster. Motion carried with one abstention:

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

3. Review jurisdictional issue

Sponsor: Jo Anne House, Chief Counsel

Excerpt from May 27, 2015: (1) Motion by Lisa Summers to defer this item to the next Business Committee meeting and for the Law Office to bring back a recommendation on how to proceed, seconded by Tehassi Hill. Motion carried unanimously. **(2)** Motion by Melinda J. Danforth to direct the Law Office to send correspondence to the Department of Public Works, the Division of Land Management and the Development Division clarifying the responsibilities of the Tribe to maintain the Site I roads, seconded by Fawn Billie. Motion carried unanimously.

Motion by David Jordan to accept the report dated June 8, 2015 and to approve recommendations #1, #3, #4 and #5 listed in the report, seconded by Tehassi Hill. Motion carried unanimously:

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

D. Tabled Business (No Requested Action)**F. New Business****1. Approve 54 new enrollments**

Liaison: Brandon Stevens, Councilman

Motion by Jennifer Webster to approve 54 new enrollments, seconded by Tehassi Hill. Motion carried with one abstention:

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

2. Approve letter of engagement for Baker Tilly Virchow Krause LLP # 2015-0459

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to approve letter of engagement for Baker Tilly Virchow Krause LLP # 2015-0459, seconded by Jennifer Webster. Motion carried with one abstention:

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

3. Approve plan services and fee agreement for The Retirement Advantage # 2015-0494

Sponsor: Larry Barton, Chief Financial Officer

Motion by David Jordan to approve plan services, fee agreement and Limited Waiver of Sovereign Immunity for The Retirement Advantage # 2015-0494, seconded by Jennifer Webster. Motion carried with one abstention:

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

4. Request to release executive session document

Sponsor: Lisa Summers, Tribal Secretary

Motion by David Jordan to authorize the Tribal Secretary to release the Chief Counsel's Opinion – Delgado, et al v. Wheelock, # 14-AC-004 – Interpretation, dated December 22, 2014, to the Oneida Personnel Commission and for the Tribal Secretary to advise the Oneida Personnel Commission that the opinion should be treated as a confidential document, seconded by Tehassi Hill. Motion carried with one abstention:

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

5. Approve 2015 performance evaluation process for direct reports to the Business Committee

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by David Jordan to approve the 2015 performance evaluation process for direct reports to the Business Committee and that the dates be adjusted for accommodate the Business Committee schedule, seconded by Tehassi Hill. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster
 Abstained: Melinda J. Danforth
 Not Present: Trish King, Lisa Summers
 For the record: Tina Danforth state we agreed on the process but we didn't pick an option from a, b, c, and d. As stated here, the Business Committee will decide at their first meeting regarding this item to pick one of those four options. So generally, at this point, we are going to be adopting the process, subject to date changes and subject to the Business Committee making a determination on a, b, c, or d.

6. Approve the Pardon and Forgiveness Screening Committee recommendation for Jeremy Wheelock

Sponsor: Lisa Summers, Tribal Secretary

Motion by Melinda J. Danforth to adopt resolution 06-10-15-C Regarding Pardon of Jeremy Wheelock, based on the Pardon and Forgiveness Screening Committee recommendation to approve the pardon, seconded by Fawn Billie. Motion carried unanimously:

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

7. Approve the Pardon and Forgiveness Screening Committee recommendation for Kelly Braaten

Sponsor: Lisa Summers, Tribal Secretary

Motion by David Jordan to adopt resolution 06-10-15-D Regarding Pardon of Kelly Braaten, based on the Pardon and Forgiveness Screening Committee recommendation to approve the pardon, seconded by Fawn Billie. Motion carried unanimously:

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

Not Present: Trish King, Lisa Summers

8. Approve the Pardon and Forgiveness Screening Committee recommendation for Richard Guyette

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to adopt resolution 06-10-15-E Regarding Pardon of Richard Guyette, based on the Pardon and Forgiveness Screening Committee recommendation to deny the pardon, seconded by David Jordan. Motion carried unanimously:

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

Not Present: Trish King, Lisa Summers

9. Approve the Pardon and Forgiveness Screening Committee recommendation for Robert Mills

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to adopt resolution 06-10-15-F Regarding Pardon of Robert Mills, based on the Pardon and Forgiveness Screening Committee recommendation to deny the pardon, seconded by David Jordan. Motion carried unanimously:

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

Not Present: Trish King, Lisa Summers

XVI. Adjourn

Motion by Tehassi Hill to adjourn at 3:01 p.m., seconded by David Jordan. Motion carried unanimously:

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

Not Present: Melinda J. Danforth, Trish King, Lisa Summers

Minutes prepared by Lisa Liggins, Executive Assistant
Minutes approved as presented/corrected on June 24, 2015.

Lisa Summers, Tribal Secretary
ONEIDA BUSINESS COMMITTEE

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 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:

Approve Resolution: Investigative Leave Policy 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:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.


Oneida Tribe of Indians of Wisconsin

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



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

Memorandum

To: Oneida Business Committee
From: Brandon Stevens, LOC Chairperson 
Date: June 24, 2015
Re: Investigative Leave Policy Amendments

Please find attached the following for your consideration:

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

Overview

The attached Resolution will adopt amendments to the Investigative Leave Policy (Policy). Amendments to the Policy were requested to delete a section which prohibits the use of investigative leave when a complaint is filed. While the original intent of this section was to prohibit the use of investigative leave when one employee files a complaint against another, as defined under the Tribe's personnel policies and procedures; a decision by the Oneida Appeals Commission has interpreted the Policy to apply anytime the term "complaint" is used in an investigation. In order to avoid prohibiting a supervisor from taking action to protect the Tribe, reduce the amount of time an employee can be placed on investigative leave and streamline the Policy, the following amendments were made:

- Remove language that states that investigative leaves do not apply to investigations regarding appeals of disciplinary actions or employee complaint investigations.
- Reduce how long an employee can be placed on investigative leave; this timeframe has been reduced from 30 calendar days to 15 calendar days.
- Reduce how long an employee's investigative leave can be extended; this timeframe has been reduced from 30 calendar days to 15 calendar days.
- Require the employee's supervisor to notify the employee through a memorandum when to return to work and/or the disciplinary action that will be taken.
- Add an enforcement provision.
- Amend the appeal process, only allowing the employee to review a redacted copy of the written report created as a result of the investigation in the event the employee files an appeal. Employees are only allowed to appeal a disciplinary action that arises from an investigation.

A public meeting was held on April 30, 2015 in accordance with the Legislative Procedures Act and the comments were received were considered by the Legislative Operating Committee on May 20, 2015. Additional comments were received at the June 10, 2015 OBC meeting and incorporated into the Policy.

Requested Action

Approve the Resolution: Investigative Leave Policy 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 _____ Investigative Leave Policy 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 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Investigative Leave Policy was adopted by the Oneida Business Committee by resolution BC-04-07-99-A and amended by resolution BC-08-13-14-D; and
- WHEREAS,** the amendments to the Investigative Leave Policy remove language that states that investigative leaves do not apply to investigations regarding the appeals of disciplinary actions or employee complaint investigations; and
- WHEREAS,** the amendments reduce how long an employee can be placed on investigative leave as well as reduce the timeframe of an extension; and
- WHEREAS,** the amendments require the employee's supervisor to notify the employee through a memorandum when to return to work and/or the disciplinary action that will be taken; and
- WHEREAS,** the amendments add an enforcement provision; and
- WHEREAS,** other amendments change the appeal process, only allowing the employee to review a redacted copy of the written investigation report in the event of an appeal and only allowing an appeal for a disciplinary action that arises from an investigation; and
- WHEREAS,** a public meeting was held on April 30, 2015, in accordance with the Legislative Procedures Act.

NOW THEREFORE BE IT RESOLVED, that the attached amendments to the Investigative Leave Policy are hereby adopted.

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

Statement of Effect

Investigative Leave Policy Amendments

Summary

This Resolution adopts amendments to the Investigative Leave Policy (Policy) which will avoid prohibiting a supervisor from protecting the Tribe, reduce the amount of time an employee is subject to an investigative leave and streamline the Policy.

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

Analysis by the Legislative Reference Office

On December 17, 2014, amendments to the Investigative Leave Policy (Policy) were requested by the Law Office to delete a section within the Policy that prohibits the use of investigative leave when a complaint is filed. While the original intent of this section was to prohibit the use of investigative leave when one employee files a complaint against another; as defined under the Tribe's personnel policies and procedures, a decision by the Oneida Appeals Commission has interpreted the Policy to apply anytime the term "complaint" is used in an investigation.

Proposed amendments to the Policy include the following:

- Remove language that states that investigative leaves do not apply to investigations regarding appeals of disciplinary actions or employee complaint investigations.
- Reduce how long an employee can be placed on investigative leave; this timeframe has been reduced from 30 calendar days to 15 calendar days.
- Reduce how long an employee's investigative leave can be extended; this timeframe has been reduced from 30 calendar days to 15 calendar days.
- Require the employee's supervisor to notify the employee when to return to work and/or the disciplinary action that will be taken.
- Add an enforcement provision.
- Amend the appeal process, only allowing the employee to review a redacted copy of the written investigation report in the event of an appeal and only allowing an appeal for a disciplinary action that arises from an investigation

A public meeting on the proposed amendments was held on April 30, 2015 pursuant to the Legislative Procedures Act. The comments pertaining to this Policy were considered by the Legislative Operating Committee on May 20, 2015. Additional changes were incorporated based on a discussion that occurred at the June 10, 2015 Oneida Business Committee meeting.

Conclusion

Adoption of this Resolution would not conflict with Tribal law.

ONEIDA TRIBE OF INDIANS Page 28 of 204 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.



'A DEMOLUM YATEHE
ause of the help of
Oneida Chief in
enting a friendship
reen the six nations
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nsylvania, a new
n, the United States
made possible.

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

MEMORANDUM

DATE: July 9, 2014
FROM: Rae Skenandore, Project Manger
TO: Larry Barton, Chief Financial Officer
CC: Ralinda R. Ninham-Lamberies, Assistant Chief Financial Officer
RE: **Financial Impact of the Investigative Leave Policy**

I. Background

The Investigative Leave Policy was originally approved with BC resolution 04-07-99A. Amendments were requested by HRD and based on Appeals Commission ruling that indicated the language of the policy needed clarification. The policy outlines the process and timelines to be used to complete a work-related investigation into alleged acts that could result in disciplinary acts or termination.

II. Executive Summary of Findings

The amendments clear up some ambiguities in the previous policy by adding distinct timelines and identifying the specific requirements that an employee on investigative leave must follow in order to be paid during that time. There are no startup costs associated with the implementation of this policy and no new personnel is needed. Existing in-house staff will communicate the amendments to the organization and the policy can be enacted immediately upon approval and notification of the HRD manager. HRD is responsible for the oversight and approval of an investigative leave and will inform supervisors of the changes in the policy.

III. Financial Impact

No financial impact.

III. Recommendation

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

Investigative Leave Policy

Article I. Purpose and Policy
 Article II. Adoption, Amendment, Repeal
 Article III. Definitions
 Article IV. Scope
 Article V. Authorization
 Article VI. Employee Notice
 Article VII. Investigator(s) and Reports

Article VIII. Duration
 Article IX. Employee Responsibilities
 Article X. Pay and Benefits
 Article XI. Enforcement
 Article XII. Appeal
 Article XIII. Confidentiality

<i>Analysis by the Legislative Reference Office</i>					
Title	Investigative Leave Policy (Policy)				
Requester	Chief Counsel	Drafter	Lynn A. Franzmeier	Analyst	Candice E. Skenandore
Reason for Request	It has recently been interpreted that this Policy cannot be utilized if a “complaint” has been filed. The intent of this Policy was to prohibit an employee complaint about another employee (i.e. personal issue between two employees or a peer level complaint affecting the work environment), not a “complaint” in an investigation. In addition, it has been requested that the investigation period be reduced to 15 days.				
Purpose	The purpose of this Policy is to address investigative leave for employees undergoing work-related investigations [See 1-1].				
Authorized/ Affected Entities	This Policy affects Tribal employees employed by any program or enterprise but does not pertain to elected or appointed officials and political appointees [See 3-1 (a)]. Other identified entities include the employee’s supervisor and/or area manager, Human Resource Department (HRD), HRD Manager, Division Directors or their equivalent and possibly the Equal Employment Opportunity Officer.				
Due Process	An employee can appeal any disciplinary action arising out of an investigation pursuant to the Tribe’s personnel policies and procedures [See 12-1].				
Related Legislation	Back Pay Policy [See 10-4], appeals and releasing confidential information will follow the processes set out in the Tribe’s personnel policies and procedures [See 12.1 & 13-1],				
Enforcement	Any violation of this Policy is subject to disciplinary action as set out in the Tribe’s personnel policies and procedures [See 11-1].				

Overview

An employee will be placed on investigative leave when a situation requires an investigation and the employee’s presence can influence the outcome or if an employee allegedly commits an act which prevents the employee from meeting employment eligibility such as required licenses, Tribal fidelity bond or background investigation requirements. This Policy; however, cannot be used as a form a discipline [See 4-1 & 4-2]. The Policy will:

- Require the supervisor to obtain prior approval before placing an employee on investigative leave [See 5];
- Call for the supervisor to place an employee in an alternative work assignment during the investigation so long as: the alleged action does not prevent the employee from working elsewhere in the Tribe; an alternative work assignment is available and the employee meets the minimum qualifications of the alternative work assignment [See 5-4];
- Require the supervisor to provide written notice to the employee being placed on investigative leave [See 6];
- Identify who is responsible for completing the investigation and how the employee placed on investigative leave is notified of the findings [See 7];
- Set out how long an employee can be placed on investigative leave [See 8];
- Specify the employee’s responsibilities while on investigative leave [See 9];

For OBC consideration (redline)
06/24/15

- 20 ▪ Explain how pay and benefits are handled while the employee is on investigative leave,
- 21 including when an employee is eligible for back pay [See 10];
- 22 ▪ Subject the employee to discipline in accordance with the Tribe’s personnel policies and
- 23 procedures if the employee violates this Policy [See 11];
- 24 ▪ Identify how appeals are conducted [See 12] and
- 25 ▪ Require information related to the investigation to be confidential and only be released in
- 26 accordance with relevant laws and personnel policies and procedures [See 13].

Proposed Amendments

The following are proposed amendments to the Policy:

- 30 ▪ The term “disciplinary action” has been removed from the Policy, the definition of
- 31 “employee” has been revised to be consistent with other Tribal laws and the definition for
- 32 “investigative leave” has been enhanced to better reflect the intent of the Policy [See
- 33 redline 3-1].
- 34 ▪ This Policy no longer states that investigative leave does not apply to investigations
- 35 regarding appeals of disciplinary actions or employee complaint investigations [See
- 36 redline 4-3]. This amendment will help avoid any further confusion as to whether this
- 37 Policy can be utilized when a complaint is filed.
- 38 ▪ Currently, the HRD Manager must, among other things, decide to approve or deny a
- 39 request to place an employee on investigative leave. Because there may be times when
- 40 the HRD Manager is not available when a request is made, language has been added that
- 41 allows the HRD Manager or his/her designee to make the necessary determinations [See
- 42 5-1 & 5-2].
- 43 ▪ The current Policy allows the supervisor to authorize an alternative work assignment for
- 44 the employee placed on investigative leave if the alleged action does not preclude the
- 45 employee from working elsewhere in the Tribe. The proposed Policy will also require
- 46 that an alternative work assignment be available and the employee to meet the minimum
- 47 qualifications of the alternative work assignment prior to the supervisor authorizing an
- 48 alternative work assignment [See 5-4].
- 49 ▪ The timeframe for how long an employee can be placed on investigative leave has been
- 50 reduced from 30 calendar days to 15 calendar days. In addition, if an extension is
- 51 granted, that extension can only be for an additional 15 calendar days instead of 30
- 52 calendar days, which is current practice [See 6-2 & 8-1]. This amendment will reduce
- 53 the amount of time a supervisor and/or area manager has to complete an investigation;
- 54 however, the amount of time an employee is subject to an investigative leave is cut in
- 55 half.
- 56 ▪ If anyone other than the employee’s supervisor conducts the investigation, the supervisor
- 57 must complete an investigation within 48 hours of receiving the report to determine if any
- 58 corrective actions are needed [See 7-3]. In addition, the Policy now clarifies that
- 59 regardless of who conducts the investigation, the employee’s supervisor is responsible for
- 60 notifying the employee of any corrective actions needed based on the written report,
- 61 when to return to work and/or of what disciplinary action will be taken and a redacted
- 62 copy of the written report will be available only if the employee appeals any disciplinary

For OBC consideration (redline)
06/24/15

- 63 action [See 7-4].
- 64 ■ An enforcement provision was added to the Policy that subjects an employee to
- 65 disciplinary action in accordance with the Tribe’s personnel policies and procedures if the
- 66 employee violates this Policy [See 11-1].
- 67 ■ An employee can only appeal a disciplinary action that arises from an investigation
- 68 pursuant to the Tribe’s personnel policies and procedures [See 12-1]. The current Policy
- 69 allows an employee to appeal the findings in the written report and/or a decision in
- 70 accordance with the Tribe’s personnel policies and procedures; however, the Personnel
- 71 Policies and Procedures only allow employees to appeal disciplinary actions [See
- 72 *Personnel Policies and Procedures Section V.D.3*].

Considerations

- The Legislative Operating Committee may want to consider the following:
- 75 ■ There are inconsistencies with how the Tribe views political appointees. There are times
 - 76 when Tribal legislation includes political appointees in the definition for “employee” and
 - 77 other times political appointees are excluded from the “employee” definition. This
 - 78 Policy does not apply to political appointees but the proposed Furlough Policy will apply
 - 79 to political appointees [See 3-1 (a) and proposed Furlough Policy draft 3, 3-1 (a)].

Miscellaneous

A public meeting was held on April 30, 2015. Minor language changes have been made to provide more clarity to the Policy.

Article I. Purpose and Policy

- 87 | 1-1. The purpose of this Policy is to addresses investigative leave for employees undergoing
- 88 work-related investigations.
- 89 | 1-2. It is the policy of the Oneida Tribe of Indians of Wisconsin to maintain confidentiality and
- 90 avoid undue influence when conducting an investigation into an employee’s alleged wrong
- 91 | doings.-

Article II. Adoption, Amendment, Repeal

- 94 | 2-1. This Policy was adopted by the Oneida Business Committee by resolution BC-#04-07-99-
- 95 A, and amended by resolution BC-#08-13-14-D; and _____.
- 96 | 2-2.- This Policy may be amended or repealed by the Oneida Business Committee or the General
- 97 Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.
- 98 | 2-3. Should a provision of this Policy or the application thereof to any person or circumstances
- 99 be held as invalid, such invalidity shall not affect other provisions of this Policy which are
- 100 considered to have legal force without the invalid portions.
- 101 | 2-4. In the event of a conflict between a provision of this Policy and a provision of another
- 102 policy, the provisions of this Policy shall control.
- 103 | 2-5. This Policy is adopted under authority of the Constitution of the Oneida Tribe of Indians of
- 104 Wisconsin.

For OBC consideration (redline)

06/24/15

106 **Article III. Definitions**

107 3-1. This section shall govern the definitions of words and phrases used within this Policy. All
 108 words not defined herein shall be used in their ordinary and everyday sense.

109 ~~(a) —“Disciplinary action” shall mean the process as set forth in the Tribe’s personnel~~
 110 ~~policies for dealing with job-related behavior that does not meet expected and~~
 111 ~~communicated performance standards.~~

112 ~~(b)~~(a) “Employee” shall mean any individual who is employed by the Tribe and is
 113 subject to the direction and control of the Tribe with respect to the material details of the
 114 work performed, or who has the status of an employee under the usual common law rules
 115 applicable to determining the employer-employee relationship. “Employee” includes, but
 116 is not limited to; an individual employed by any program or enterprise of the Tribe, but
 117 does not include elected or appointed officials or ~~individuals employed by a Tribally~~
 118 ~~Chartered Corporation, and political appointees. For purposes of this Policy, individuals~~
 119 ~~employed under an employment contract as a limited term employee are employees of~~
 120 ~~the Tribe, not consultants~~political appointees.

121 ~~(e)~~(b) “Investigative leave” shall mean a temporary absence ~~without~~from regular job
 122 duties ~~and without pay~~ for the purpose of ~~determining~~conducting an investigation to
 123 determine whether conduct or ~~not~~alleged conduct by an employee should result in
 124 disciplinary action ~~needs to be taken~~and/or termination of employment.

125 ~~(d)~~(c) “Tribal” or “Tribe” shall mean the Oneida Tribe of Indians of Wisconsin.

126

127 **Article IV. Scope**

128 4-1. An employee shall be placed on investigative leave when one (1) of the following occurs:

129 (a) ~~An~~A situation requires an investigation ~~needs to~~ be conducted and ~~an~~the employee’s
 130 presence ~~would~~may influence the outcome.

131 (b) An employee allegedly commits an act which would preclude ~~them~~the employee
 132 from meeting employment eligibility including required Licenses, the Tribal Fidelity
 133 Bond, or Background Investigation requirements.

134 4-2. This Policy shall not be used as a form of discipline.

135 ~~4-3. Investigative leave shall not apply to investigations regarding appeals of disciplinary~~
 136 ~~actions or employee complaint investigations.~~

137

138 **Article V. Authorization**

139 5-1. This leave, or an extension of this leave, shall only be used when an employee’s supervisor
 140 receives prior approval from the Human Resources Department Manager or his or her designee
 141 and:

142 (a) their Division Director; or

143 (b) if there is no Division Director, the person at the highest level of the chain of
 144 command.-

145 5-2. If the Human Resources Department Manager or his or her designee and the Division
 146 Director or his or her equivalent do not agree with placing the employee on investigative leave,
 147 then the final decision shall rest with the Human Resources Department Manager or his or her
 148 designee.

For OBC consideration (redline)

06/24/15

149 5-3. The prior approval requested in 5-1 shall be granted or denied within forty-eight (48) hours
150 of receiving the request.-

151 5-4. During the investigative leave, the employee's supervisor shall authorize an alternative
152 work assignment if all the following occur:

153 (a) The alleged action does not preclude the employee from working elsewhere in the
154 organization-;

155 (b) An alternative work assignment ~~authorized~~ is available; and

156 (c) The employee meets the minimum job requirements of the alternative work assignment.

157 5-5. If an employee is placed in an alternative work assignment under ~~this~~ section 5-4, the
158 alternative work assignment shall be considered a part of the investigative leave and the
159 employee shall continue to receive their same rate of pay.

160

161 **Article VI. Employee Notice**

162 6-1. When the employee is placed on investigative leave, the employee shall immediately
163 receive a written notice from the employee's supervisor; the notice shall contain the following:

164 (a) The specific allegation(s) being investigated;

165 (b) The employee shall be on unpaid status, unless he or she is placed in an alternative
166 work assignment;

167 (c) The alternative work assignment, if appropriate;-

168 (d) The expected length of the investigation;

169 (e) Whether or not the investigation is being forwarded to an outside agency;

170 (f) The telephone number and name of person to contact in case of questions;

171 (g) The procedures to return to work upon completion of the investigation; and

172 (h) That the employee still remains as an employee with the Tribe.

173 6-2.-If the employee's investigative leave is extended past the original ~~thirty~~ (30fifteen (15))
174 calendar days pursuant to section 8-1, the supervisor shall immediately notice the employee in
175 writing of this extension and the reason for the extension.

176

177 **Article VII. Investigator(s) and Reports**

178 7-1. The employee's supervisor and/or area manager shall be responsible for completing the
179 investigation. If the employee ~~is one who being investigated reports~~ reports directly ~~reports~~
180 Oneida Business Committee, the Tribal Equal Employment Opportunity Officer shall conduct
181 the investigation.

182 7-2. If the allegations against the employee include criminal actions, or actions that may affect
183 licensing, the ~~investigations may be completed by an appropriate agency, including but not~~
184 ~~limited to: Police Departments, District Attorneys, Oneida Security, the Oneida Gaming~~
185 ~~Commission, and Social Services~~ supervisor shall conclude the employment related investigation
186 without waiting for the results of a criminal or licensing investigation.

187 7-3. The person(s) conducting an investigation shall prepare a written report that shall include
188 the findings of the investigation, and ~~provide a copy of the written report to the employee and, if~~
189 ~~necessary~~ someone other than the employee's supervisor- conducts the investigation, a copy of
190 the written report shall be provided to the employee's supervisor.

191 ~~7-4. Within~~ If someone other than the employee's supervisor conducts the investigation, within

192 | forty-eight (48) hours of ~~creating or~~ receiving the written ~~reports~~report, the supervisor shall ~~be~~
 193 | ~~responsible for informing the employee in writing when to return to work, and/or deciding the~~
 194 | ~~discipline which may be appropriate~~ complete the investigation by determining and documenting
 195 | any corrective actions needed.

196 | 7-4. The employee's supervisor shall prepare a memorandum based on the written report which
 197 | shall be provided to the employee and shall inform the employee of the following:

198 | (a) corrective actions needed based on the written report, if any; and

199 | (b) when to return to work, if applicable and/or what disciplinary action will be taken
 200 | against the employee based on the report; and

201 | (c) a redacted copy of the written report will be made available to the employee only in
 202 | the event the employee appeals any disciplinary action.

203 |

204 | **Article VIII. Duration**

205 | 8-1. An investigative leave shall be no longer than ~~thirty (30)~~fifteen (15) calendar days, with the
 206 | ability to extend one (1) time for an additional ~~thirty (30)~~fifteen (15) calendar days with a valid
 207 | explanation of the reason for the extension. The extension shall be determined by the same
 208 | individuals who placed the employee on investigative leave in section 5-1. However, if the
 209 | investigation is forwarded to an outside agency, these timelines shall not apply.-

210 | 8-2. Investigative leave shall end upon any of the following occurrences:

211 | (a) the expiration of the ~~thirty (30)~~fifteen (15) calendar day time limit, if applicable;

212 | (b) the expiration of the ~~thirty (30)~~fifteen (15) calendar day extension if granted;

213 | (c) termination of the employee's employment based on the investigation;

214 | (d) the employee's return to work ~~when the~~ based on the written report submitted to the
 215 | employee after an investigation is completed ~~prior to the expiration of the time limits~~
 216 | given in (a) and/or (b) as officially documented by whomever is designated as the official
 217 | investigative body; or

218 | (e) the employee chooses to resign or retire.

219 |

220 | **Article IX. Employee Responsibilities**

221 | 9-1. An employee placed on investigative leave shall:

222 | (a) ~~Not~~ report to work or the worksite without prior supervisory approval;

223 | ~~—~~(b) Abide by all Tribal laws and policies, including prohibited gaming activities; and

224 | (c) Fully cooperate with the investigation as requested by those conducting the
 225 | investigation.

226 |

227 | **Article X. Pay and Benefits**

228 | 10-1. Paid leave shall not be authorized ~~in accordance with the Tribe's personnel policies and~~
 229 | ~~procedures and the Oneida Nation Gaming Ordinance.~~

230 | 10-2. An employee placed on investigative leave shall not receive any wages or benefits unless
 231 | placed in an alternative work assignment. If the employee refuses the alternative work
 232 | assignment and is returned to work, the employee shall not receive any back pay or benefits.

233 | 10-3. If an alternative work assignment is not available, the employee may use his or her
 234 | accrued vacation and/or personal time while on investigative leave.-

235 | 10-4. An employee shall receive back pay and benefits for the time the employee was on
 236 | investigative leave, including prorated credit for vacation/personal time pursuant to ~~Section 4-4~~
 237 | of the Back Pay Policy if all of the following occur:

- 238 (a) The employee was not offered an alternative work assignment when placed on
- 239 investigative leave; and-
- 240 (b) The employee is returned to his or her position; and-
- 241 (c) The employee is not disciplined ~~or terminated~~ based on the investigation.

242

243 **Article XI. Enforcement**~~Appeal~~

244 11-1. ~~In~~ Any employee found violating this Policy shall be subject to discipline in accordance

245 with the Tribe's personnel policies and procedures.

246

247 **Article XII. Appeal of the Tribe, an**

248 12-1. An employee ~~can~~may appeal ~~the findings in the written report and/or the decision~~any

249 disciplinary action arising out of ~~the~~an investigation ~~within ten (10) business days of receiving~~

250 ~~the written report required in 7-3.~~ in accordance with the Tribe's personnel policies and

251 procedures.

252

253 **Article ~~XII~~XIII. Confidentiality**

254 ~~1213-1.~~ Information related to an investigation is confidential. ~~Access or sharing of this~~

255 ~~information shall be limited to those who have a legitimate "need to know" and may only be~~

256 released in complianceaccordance with relevant laws and personnel policies and procedures.-

257 ~~1213-2.~~ All investigation materials shall be maintained in the ~~employees~~employee's

258 personnel file with the Human Resources Department.

259

260 *End.*

261

262 OBC Approved 4-07-99-A

263 Amended- BC-08-13-14-D

Investigative Leave Policy

Article I. Purpose and Policy
 Article II. Adoption, Amendment, Repeal
 Article III. Definitions
 Article IV. Scope
 Article V. Authorization
 Article VI. Employee Notice
 Article VII. Investigator(s) and Reports

Article VIII. Duration
 Article IX. Employee Responsibilities
 Article X. Pay and Benefits
 Article XI. Enforcement
 Article XII. Appeal
 Article XIII. Confidentiality

1
 2 **Article I. Purpose and Policy**
 3 1-1. The purpose of this Policy is to address investigative leave for employees undergoing
 4 work-related investigations.

5 1-2. It is the policy of the Oneida Tribe of Indians of Wisconsin to maintain confidentiality and
 6 avoid undue influence when conducting an investigation into an employee’s alleged wrong
 7 doings.
 8

9 **Article II. Adoption, Amendment, Repeal**

10 2-1. This Policy was adopted by the Oneida Business Committee by resolution BC-04-07-99-A,
 11 and amended by resolution BC-08-13-14-D and _____.

12 2-2. This Policy may be amended or repealed by the Oneida Business Committee or the General
 13 Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

14 2-3. Should a provision of this Policy or the application thereof to any person or circumstances
 15 be held as invalid, such invalidity shall not affect other provisions of this Policy which are
 16 considered to have legal force without the invalid portions.

17 2-4. In the event of a conflict between a provision of this Policy and a provision of another
 18 policy, the provisions of this Policy shall control.

19 2-5. This Policy is adopted under authority of the Constitution of the Oneida Tribe of Indians of
 20 Wisconsin.
 21

22 **Article III. Definitions**

23 3-1. This section shall govern the definitions of words and phrases used within this Policy. All
 24 words not defined herein shall be used in their ordinary and everyday sense.

25 (a) “Employee” shall mean any individual who is employed by the Tribe and is subject to
 26 the direction and control of the Tribe with respect to the material details of the work
 27 performed, or who has the status of an employee under the usual common law rules
 28 applicable to determining the employer-employee relationship. “Employee” includes, but
 29 is not limited to; an individual employed by any program or enterprise of the Tribe, but
 30 does not include elected or appointed officials or political appointees.

31 (b) “Investigative leave” shall mean a temporary absence from regular job duties for the
 32 purpose of conducting an investigation to determine whether conduct or alleged conduct
 33 by an employee should result in disciplinary action and/or termination of employment.

34 (c) “Tribal” or “Tribe” shall mean the Oneida Tribe of Indians of Wisconsin.
 35

36 **Article IV. Scope**

37 4-1. An employee shall be placed on investigative leave when one (1) of the following occurs:

38 (a) A situation requires an investigation be conducted and the employee’s presence may
 39 influence the outcome.

40 (b) An employee allegedly commits an act which would preclude the employee from

41 meeting employment eligibility including required Licenses, the Tribal Fidelity Bond, or
42 Background Investigation requirements.

43 4-2. This Policy shall not be used as a form of discipline.

44

45 **Article V. Authorization**

46 5-1. This leave, or an extension of this leave, shall only be used when an employee's supervisor
47 receives prior approval from the Human Resources Department Manager or his or her designee
48 and:

49 (a) their Division Director; or

50 (b) if there is no Division Director, the person at the highest level of the chain of
51 command.

52 5-2. If the Human Resources Department Manager or his or her designee and the Division
53 Director or his or her equivalent do not agree with placing the employee on investigative leave,
54 then the final decision shall rest with the Human Resources Department Manager or his or her
55 designee.

56 5-3. The prior approval requested in 5-1 shall be granted or denied within forty-eight (48) hours
57 of receiving the request.

58 5-4. During the investigative leave, the employee's supervisor shall authorize an alternative
59 work assignment if all the following occur:

60 (a) The alleged action does not preclude the employee from working elsewhere in the
61 organization;

62 (b) An alternative work assignment is available; and

63 (c) The employee meets the minimum job requirements of the alternative work assignment.

64 5-5. If an employee is placed in an alternative work assignment under section 5-4, the
65 alternative work assignment shall be considered a part of the investigative leave and the
66 employee shall continue to receive their same rate of pay.

67

68 **Article VI. Employee Notice**

69 6-1. When the employee is placed on investigative leave, the employee shall immediately
70 receive a written notice from the employee's supervisor; the notice shall contain the following:

71 (a) The specific allegation(s) being investigated;

72 (b) The employee shall be on unpaid status, unless he or she is placed in an alternative
73 work assignment;

74 (c) The alternative work assignment, if appropriate;

75 (d) The expected length of the investigation;

76 (e) Whether or not the investigation is being forwarded to an outside agency;

77 (f) The telephone number and name of person to contact in case of questions;

78 (g) The procedures to return to work upon completion of the investigation; and

79 (h) That the employee still remains as an employee with the Tribe.

80 6-2. If the employee's investigative leave is extended past the original fifteen (15) calendar days
81 pursuant to section 8-1, the supervisor shall immediately notice the employee in writing of this
82 extension and the reason for the extension.

83

84 **Article VII. Investigator(s) and Reports**

85 7-1. The employee's supervisor and/or area manager shall be responsible for completing the
86 investigation. If the employee being investigated reports directly to the Oneida Business

87 Committee, the Tribal Equal Employment Opportunity Officer shall conduct the investigation.

88 7-2. If the allegations against the employee include criminal actions, or actions that may affect
89 licensing, the supervisor shall conclude the employment related investigation without waiting for
90 the results of a criminal or licensing investigation.

91 7-3. The person(s) conducting an investigation shall prepare a written report that shall include
92 the findings of the investigation, and if someone other than the employee's supervisor conducts
93 the investigation, a copy of the written report shall be provided to the employee's supervisor. If
94 someone other than the employee's supervisor conducts the investigation, within forty-eight (48)
95 hours of receiving the written report, the supervisor shall complete the investigation by
96 determining and documenting any corrective actions needed.

97 7-4. The employee's supervisor shall prepare a memorandum based on the written report which
98 shall be provided to the employee and shall inform the employee of the following:

99 (a) corrective actions needed based on the written report, if any; and

100 (b) when to return to work, if applicable and/or what disciplinary action will be taken
101 against the employee based on the report; and

102 (c) a redacted copy of the written report will be made available to the employee only in
103 the event the employee appeals any disciplinary action.

104

105 **Article VIII. Duration**

106 8-1. An investigative leave shall be no longer than fifteen (15) calendar days, with the ability to
107 extend one (1) time for an additional fifteen (15) calendar days with a valid explanation of the
108 reason for the extension. The extension shall be determined by the same individuals who placed
109 the employee on investigative leave in section 5-1. However, if the investigation is forwarded to
110 an outside agency, these timelines shall not apply.

111 8-2. Investigative leave shall end upon any of the following occurrences:

112 (a) the expiration of the fifteen (15) calendar day time limit, if applicable;

113 (b) the expiration of the fifteen (15) calendar day extension if granted;

114 (c) termination of the employee's employment based on the investigation;

115 (d) the employee's return to work based on the written report submitted to the employee
116 after an investigation is completed; or

117 (e) the employee chooses to resign or retire.

118

119 **Article IX. Employee Responsibilities**

120 9-1. An employee placed on investigative leave shall:

121 (a) Not report to work or the worksite without prior supervisory approval;

122 (b) Abide by all Tribal laws and policies; and

123 (c) Fully cooperate with the investigation as requested by those conducting the
124 investigation.

125

126 **Article X. Pay and Benefits**

127 10-1. Paid leave shall not be authorized.

128 10-2. An employee placed on investigative leave shall not receive any wages or benefits unless
129 placed in an alternative work assignment. If the employee refuses the alternative work
130 assignment and is returned to work, the employee shall not receive any back pay or benefits.

131 10-3. If an alternative work assignment is not available, the employee may use his or her
132 accrued vacation and/or personal time while on investigative leave.

133 10-4. An employee shall receive back pay and benefits for the time the employee was on
134 investigative leave pursuant to the Back Pay Policy if all of the following occur:

135 (a) The employee was not offered an alternative work assignment when placed on
136 investigative leave; and

137 (b) The employee is returned to his or her position; and

138 (c) The employee is not disciplined based on the investigation.

139

140 **Article XI. Enforcement**

141 11-1. Any employee found violating this Policy shall be subject to discipline in accordance
142 with the Tribe's personnel policies and procedures.

143

144 **Article XII. Appeal**

145 12-1. An employee may appeal any disciplinary action arising out of an investigation in
146 accordance with the Tribe's personnel policies and procedures.

147

148 **Article XIII. Confidentiality**

149 13-1. Information related to an investigation is confidential and may only be released in
150 accordance with relevant laws and personnel policies and procedures.

151 13-2. All investigation materials shall be maintained in the employee's personnel file with the
152 Human Resources Department.

153

154 *End.*

155

156 OBC Approved 4-07-99-A

157 Amended- 08-13-14-D

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 24 / 15

2. General Information:

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

[Empty box for session selection]

Agenda Header: Resolutions

- Accept as Information only
- Action - please describe:

Business Committee to pass a BC resolution concerning the Elder rent for the Elder Services Apartment Complex. Contract and lease are back-up information to resolution, FYI.

3. Supporting Materials

- Report Resolution Contract
- Other:

- 1. BC Resolution: Section 8 Housing Assistance
- 2. ISC Contract
- 3. Lease approved by Law office
- 4. [Empty box]

Business Committee signature required

4. Budget Information

- Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Don White, Division Director/GSD *SMH for Dwhite*

Primary Requestor: Corinne Robelia-Zhuckkahosée, Apartment Manager Elder Services *CR 5/19/15*
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Florence Petri, Program Director Elder Services
Name, Title / Dept.

Additional Requestor: ~~Lisa Schwartz, Area Manager Governmental Services~~ *Hebra*
Name, Title / Dept.

*Hebra
Powlen
6-8-15*

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The purpose for this request is to provide help for Elders on a low fixed income to be able to pay their rent.

When starting as the Apartment Manager for the Elder Services Apartment Complex some of the tenants applied for Integrated Community Solutions (ICS) Section 8 Housing Assistance Waivers. There were about 4 people receiving a subsidized check that would help them pay for their rent. I continued to accept the waivers because the procedure was in place.

As years passed the lease became outdated so I wrote a new one. After having the lease examined by the law office, Attorney Webster advised that the lease was not in the correct format. Staff Attorney Webster reviewed and worked with me to create a new lease. As she read the lease she mentioned that we would need a BC Resolution regarding accepting ISC payments. The BC resolution would waive Tribal Sovereign Immunity in the best interest of its Tribal Members, to provide more opportunities for Elders with fixed incomes to connect with good housing opportunities.

The action that I am requesting is for the BC to pass the resolution titled Section 8 Housing Assistance Waiver of Tribal Sovereign Immunity. This resolution was also written by Staff Attorney Webster. Law review # 2013-1154.

- 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: Corinne Robella-Zhuckkahose
Elder Services

Use this number on future correspondence:

2013-1154

FROM: Becky Webster, Senior Staff Attorney

BW

DATE: May 19, 2015

RE: Contract Form-Oneida Elder Services Residential
Lease

<i>Purchasing Department Use</i>
Contract Approved
Contract Not Approved
<i>(see attached explanation)</i>

EW

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

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

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution, pursuant to ¶ 5. I drafted a proposed resolution for Elder Services to present to the Business Committee for their consideration. This resolution would grant a limited waiver of sovereign immunity and allow tribal departments to enter into agreements with Public Housing Agencies to assist tribal members in making rental payments. See the draft resolution for more details.

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 _____

Section 8 Housing Assistance Waiver of Tribal Sovereign Immunity

- 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,** providing housing for tribal families is a priority; and
- WHEREAS,** tribal families that have limited incomes may have a difficult time securing housing; and
- WHEREAS,** the Business Committee desires to find more opportunities to connect tribal families with housing opportunities; and
- WHEREAS,** the United States Department of Housing and Urban Development administers many programs to provide housing assistance for families, including the Section 8 voucher program; and
- WHEREAS,** the Section 8 voucher program provides housing assistance to families where Public Housing Agencies (such as municipal or county housing agencies) make full or partial rental payments to a landlord participating in the Section 8 voucher program; and
- WHEREAS,** the Section 8 voucher program requires landlords to enter into a standard contract (form HUD-52641) with the Public Housing Agency and the contract contains a provision that allows the Public Housing Agency to file an action in court if the landlord breaches the terms of its contract with the Public Housing Agency or its lease with the family; and
- WHEREAS,** the Department of Housing and Urban Development requires landlords to enter into the standard contract with the Public Housing Agency when the landlord enters into a lease with the family that applies for and receives housing assistance from the Public Housing Agency; and
- WHEREAS,** the Tribe ordinarily enjoys sovereign immunity from such suits; and
- WHEREAS,** the Tribe has the ability to waive its sovereign immunity when it is in the best interest of the Tribe and tribal members; and
- WHEREAS,** it is in the best interest of the Tribe and tribal members to grant the waiver of tribal sovereign immunity that is contained in the Department of Housing and Urban

Development's standard contract and to allow tribal departments that provide housing to enter into the standard contract.

NOW THEREFORE BE IT RESOVLED, that the Oneida Business Committee grants the waiver of tribal sovereign immunity that is contained in the Department of Housing and Urban Development's standard contract and allows tribal departments that provide housing to enter into the standard contract.

NOW THEREFORE BE IT FURTHER RESOLVED, that the waiver of tribal sovereign immunity shall be granted solely in favor of the Public Housing Agency and does not permit any other person or entity to enforce the provisions of the standard contract.

NOW THEREFORE BE IT FURTHER RESOLVED, that the waiver of tribal sovereign immunity shall be effective upon the execution of each standard contract a tribal department enters into.

Lease Type	<u> [Lease Type] </u>
Lease No.	<u> [Lease No.] </u>
Term of	<u> [Term] </u>

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
ELDERLY SERVICES
RENTAL PROPERTY LEASE AGREEMENT**

This Lease, made and entered into this ___ day of ___, ___, between the Oneida Tribe of Indians of Wisconsin, Elderly Services Department, hereinafter designated as "Lessor", and [Lessee 1] [Enrollment 1] and [Lessee 2] [Enrollment 2] enrolled member(s) of the Oneida Tribe of Indians of Wisconsin, hereinafter designated as "Lessee" whether one or more. In consideration of the rents, covenants, and agreements herein contained, Lessor and Lessee do hereby obligate themselves as follows:

1. **PREMISES.** Lessor, as authorized by law and in accordance with a motion passed by the Oneida Land Commission, hereby leases to Lessee a residential unit owned by Lessor, located at [address], and situated on the Oneida Indian Reservation, County of [County], Wisconsin.
2. **USE OF PREMISES.** The leased premises may only be used for a single family residence. Any other use of the leased premises is prohibited and shall constitute a material breach of this Lease. Lessee understands Lessor's express purpose in entering into this lease is to provide housing to tribal families. Lessor reserves the right to not renew this lease solely with a non-member Lessee.
3. **TERM.** Lessee shall have and hold the premises for a term of one year beginning on [insert date]. Lessor may, in its discretion, extend this lease on a month to month basis. Lessor reserves the right to not renew this lease.
4. **RENT.** Lessee shall pay Lessor monthly rent at the rate of [insert monthly payment amount] due on the first day of every month. Lessor will not accept foreign currency, third-party checks, credit cards, or debit cards as payment. Lessor will accept cash, personal or business checks drawn on the account of Lessee, money orders, cashier's checks, certified checks, and electronic funds transferred from the payroll of an Oneida Tribal employee as payment. Lessee may terminate this Lease by giving Lessor a written notice at least thirty (30) days in advance. If Lessee vacates or abandons the leased premises without notice to Lessor, Lessee shall remain subject to all obligations of this Lease.
5. **HOUSING ASSISTANCE PAYMENTS CONTRACT.** [optional provision, delete if not applicable] The Lessor will enter into a Housing Assistance Payments Contract ("Contract") with Integrated Community Services ("ICS") under the Section 8 Rental Assistance Program of the U.S. Department of Housing and Urban Development. Under the Contract, the ICS will make housing assistance payments to the Elder Services Apartment Complex to assist the Elder, of which the Lessee is the legal representative, to lease the dwelling unit from the Oneida Tribe of Indians of Wisconsin, Oneida Elder Services. Each month the ICS will make a housing assistance payment to Elder Services on behalf of the Lessee in accordance with the Housing Voucher Contract. The monthly housing assistance payment by the ICS shall be credited by the Lessor toward the monthly rent payable by the Lessee to Elder Services under this Lease. The balance of the monthly rent shall be paid by the Lessee.
6. **SECURITY DEPOSIT.** It is further agreed that Lessee shall pay to Lessor a security deposit in the amount equal to one monthly rental payment. This security deposit needs to be paid in advance to the lease signing. Said amount shall be repaid to Lessee within sixty (60) days upon the termination of this Lease provided that said leased premises shall be returned in the same condition as when this Lease commenced, only reasonable wear and tear excepted. The deposit, less any outstanding costs associated with performance of this Lease will be returned to Lessee within sixty (60) days after this Lease is terminated. Lessor will provide Lessee a statement of any charges deducted from the deposit. In the event the deposit is insufficient to cover the charges, Lessee shall pay to Lessor the difference between

- the deposit and additional charges within thirty (30) days of being notified of the additional charges.
7. **DELIVERY OF LEASED PREMISES.** At the termination or expiration of this Lease, Lessee will peaceably and without legal process deliver up the possession of the leased premises in good condition and return all keys to the leased premises. In the event Lessee fails to return the keys, Lessor reserves the right to charge the Lessee \$50.00 per key in addition to any other charges incurred under the terms of this Lease. Lessee shall be responsible for the cost for removal of any abandoned personal property and for the removal of debris from the leased premises. Any property which remains on or attached to the premises following the expiration or termination of this Lease shall be deemed abandoned and shall become the sole property of Lessor.
 8. **QUIET ENJOYMENT.** Lessor agrees to defend the title to the premises and also agrees that Lessee shall peaceably and quietly hold, enjoy and occupy the premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons whomsoever, except if the requirements of any part of this Lease are not kept by Lessee. Notwithstanding the foregoing, Lessee and Lessee's assigns are subject to all the laws of the Oneida Tribe of Indians of Wisconsin.
 9. **SUBLEASE AND ASSIGNMENT.** It is understood and agreed that Lessee may not sublease or assign this Lease.
 10. **GOVERNING LAW.** The Laws, Ordinances, and Policies of the Oneida Tribe of Indians of Wisconsin shall govern the terms of this Lease. Should Lessee breach the terms of this Lease, it is agreed that the Oneida Judiciary or other Tribally designated judicial system will have exclusive jurisdiction. Lessee also agrees that nothing in this Lease constitutes a waiver of Lessor's Sovereign Immunity.
 11. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the leased premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
 12. **CARE AND MAINTENANCE OF PREMISES.** The following appliances are provided by Lessor: [delete or add as necessary - Stove, Refrigerator, Microwave, Dishwasher, None]. Lessee shall:
 - a. Assure that property belonging to Lessor is safeguarded against damage, destruction, loss, removal, or theft.
 - b. Take affirmative action to insure that nothing is done which might place Lessor in violation of applicable building, housing, zoning, and health codes and regulations
 - c. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
 - d. Keep any common halls and/or stairways free from obstructions that might impair proper ingress and egress.
 - e. Not display signs or advertisements either inside or outside of the premises without the prior written consent of the Lessor.
 - f. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable and safe manner.
 13. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings or improvements on the leased premises or construct any building or make any other improvements on the leased premises without the prior written consent of Lessor. Any and all permanent alterations, changes, and/or improvements built, constructed or placed on the leased premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the leased premises at the expiration or earlier termination of this Lease.
 14. **INSURANCE.** Lessor is not responsible for any personal property on the Premises. Lessee acknowledges that Lessor's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Lessor be liable for such losses. Lessee is hereby advised to obtain Lessee's own insurance policy to cover any personal losses and hereby relieves the Lessor of all risk that can be insured thereunder.

15. **OCCUPANCY.** At least one Lessee must be an enrolled member of the Oneida Tribe of Indians of Wisconsin aged 55 years or older. Under no circumstances shall more than two adults permanently occupy the leased premises. Under no circumstances shall any children permanently occupy the leased premises. For policies concerning temporary guests, see the tenant handbook. Lessee agrees to use said dwelling as living quarters for (include Oneida enrollment numbers where applicable):

Lessee agrees to conduct self, family, friends, guests and visitors in a manner which will not disturb others. No illegal activity allowed on the premises.

16. **PETS.** Lessee is not permitted to keep any pets on the leased premises.
17. **GUNS.** The Lessee has a right to own a gun or rifle. Lessee must keep all guns unloaded in a case with a lock on the gun or in a locked cabinet. Lessor may immediately terminate this Lease if the Lessor finds Lessee or Lessee's guests with a loaded gun or firing a gun, on or around the Oneida Elder Apartment Complex.
18. **SECURITY ENTRANCES.** Each Longhouse is security locked for the Lessee's protection. Lessee or Lessee's guests shall not circumvent a breach of this security by blocking the entry doors, open.
19. **SMOKING.** Smoking is not allowed in the services areas of the apartment building that any Lessee resides in. Smoking is allowed in the apartments of Longhouse A, Longhouse B, Longhouse C. No smoking is allowed in Longhouse D, anywhere
20. **MOTOR VEHICLES, OTHER VEHICLES AND PARKING.** Lessee shall not keep unlicensed vehicles on the leased premises nor any other vehicles which are not owned by the Lessee. Lessee shall remove any unauthorized vehicle(s) from the premises within five (5) days of notice. Lessee is responsible for all and any charges for the removal of the vehicle(s) and any charges to regain possession of vehicle(s).

License Plate Number: _____

Color/Make/Model: _____

License Plate Number: _____

Color/Make/Model: _____

21. **UTILITY CHARGES.** Lessee shall pay when due, all charges for electricity. Lessee is responsible for payment until services are terminated by Lessee and transferred to Lessor. Lessor will verify transfer of payment responsibility with the electric company at the termination of this Lease. All other utilities are provided listed below.

Services	Paid by Landlord	Paid by Lessee
Electricity		X
Gas	X	
Heat	X	
Telephone		X
Cable	Landlord pays for basic cable	Lessee pays for any excess services
Air Conditioning	X	
Sewer/Water	X	
Garbage/Recycling Pick-Up	X	
Washer/Dryer		Coin Operated Machines
Refrigerator/Stove	X	
Other		

22. **INDEMNIFICATION.** Neither Lessor nor its officers, agents and employees shall be liable for any loss, damage or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure erected thereon, or arising from any accident, fire or other casualty on said premises or from any other cause whatsoever. Lessee hereby waives all claims against Lessor and agrees to hold Lessor free and harmless from liability for any loss, damage or injury arising from the use of the premises by Lessee, together with all costs and expenses in connection therewith. Lessee agrees to indemnify Lessor against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the leased premises that occurs during the lease term, regardless of fault.
23. **INSPECTION & ENTRY.** Lessor and its authorized representatives shall have the right, at any reasonable time during the term of this Lease, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon. Upon reasonable prior notice, Lessor shall be allowed free access to premises, at reasonable hours to show the premises to prospective tenants.
24. **DEFAULT BY LESSEE.** Failure of either party to comply substantially with any provision hereof is a breach of the Lease. If Lessor deems the Lessee lacks the capacity to care for him or herself in a safe manner and maintain a safe premise, then Lessor may terminate this Lease pursuant to the provisions of this section. Lessor will make a referral to Elder Services for assistance. Lessor may base the determination of lack of capacity on the fact that Lessee has had a guardian appointed on Lessee's behalf in a guardianship proceeding, that the Lessee has been diagnosed with a disease or disorder which affects Lessee's mental capacity, or that Lessee has demonstrated a consistent pattern of failing to care for himself or herself in a safe manner. Should Lessee neglect or fail to perform and observe any material provision of this Lease, the Lessor shall give the Lessee written notice of such material breach requiring the Lessee to remedy the breach or vacate the Apartment on a date at least thirty (30) days after the giving of such notice, and if the Lessee fails to comply with such notice, the Lessor may declare this tenancy terminated and institute action to expel Lessee from the leased Apartment without limiting the liability of the Lessee for the rent due or to become due under this Lease. If Lessee has been given such notice and has remedied the breach or has been permitted to remain in the Apartment, and within one year of such been remedied, the Lessor gives notice to Lessee to vacate on or before a date at least 1-4 days after giving the notice. This provision shall apply to any lease term.
25. **PAYMENTS AND NOTICES.** All notices, payments and demands shall be sent to the parties hereto at the addresses herein recited. Lessor shall receive notices at: Elder Services Department, P.O. Box 365, Oneida, WI 54155. Lessee shall receive notices at the address first noted in this Lease. Parties may receive notices at such different addresses hereafter designated in writing. Notices and demands shall be delivered in person or sent by registered mail. Service of any notice or demand shall be deemed complete 10 days after mailing or on the date actually received, whichever occurs first. Lessee agrees to provide Lessor with Lessee's forwarding address within thirty (30) days of this Lease being terminated.
26. **SEVERABILITY.** It is agreed that if any provision of this Lease shall be determined to be void by judicial decision, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.
27. **ASSENT IS NOT WAIVER OF FUTURE BREACH OF COVENANTS.** No assent, express or implied, to any breach of this Lease shall be deemed to be a waiver of any succeeding breach of covenants. Any failure of any party to this agreement to comply with any obligation, covenant, agreement or condition of this Lease may be expressly waived, to the extent permitted under applicable law, in writing, by the other party or parties to this agreement, but such waiver or failure to insist on strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.
28. **ENTIRE AGREEMENT.** This Lease constitutes the full and complete agreement of the parties. No

supplement, modification or amendment of this Lease shall be binding unless in writing and executed by all of the parties to this Lease.

29. **ADDITIONAL PROVISIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above and by signing, warrant authority to be bound by the above terms.

* Lessor [insert typed name & title]

* Lessee [insert typed name]

* Lessee [insert typed name]

THIS INSTRUMENT WAS DRAFTED BY
Rebecca M. Webster, Staff Attorney
Oneida Law Office, P.O. Box 109, Oneida, WI 54155
Elderly Services Rental Agreement - (May 2015)

Housing Assistance Payments Contract (HAP Contract)

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

- Part A Contract information (fill-ins).
See section by section instructions.
- Part B Body of contract
- Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- o Such shorter term would improve housing opportunities for the tenant, and
- o Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract
- Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

Sample

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or Other		
Other Electric	[REDACTED]		
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

Signatures:

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, State, Zip)

Housing Assistance Payments Contract (HAP) Contract

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of hous-

ing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. **When HAP contract terminates.**
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

- (6) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (7) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (8) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

a. When paid

- (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner

penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. Amount of PHA payment to owner

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.

- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of PHA responsibility.

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

- f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

- (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

- (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.

- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;

- (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
- (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
- (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Written Notices. Any notice by the PHA or the owner in connection with this contract must be in writing.

16. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

Sample

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profitmaking activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. Eviction by court action. The owner may only evict the tenant by a court action.

f. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.

- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to an PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 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:

Request for a motion to adopt the Generation Indigenous (Gen-I) Tribal Leadership Challenge Resolution.

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 2014 White House Tribal Nations Conference, President Obama announced the launch of Generation Indigenous (Gen-I), an initiative focused on improving the lives of Native youth. The White House is inviting tribal leaders to take concrete steps to engage with Native youth in their communities including: working with or creating a youth council; hosting a joint meeting between youth and tribal leaders; or partnering with youth to plan a program to support positive change in their community. By accepting the challenge, my office has formed a youth clean up group. The initiative brings together our leadership, youth and community together. This aligns with a few practical visions: Increased Volunteerism, Leaders Promoting Positive Social Change and an Engaged Community.

Requested Action: To adopt the Generation Indigenous (Gen-I) Tribal Leadership Challenge Resolution

- 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



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 _____

Generation Indigenous (Gen-I) Tribal Leadership Acceptance Challenge

- 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 has a vision of being a Nation of strong families built on Tsi?niyukwalihotΛ and a strong economy; 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 Business Committee has developed and agreed to the Four Strategic Directions of which one is "Committing to Build a Responsible Nation"; and
- WHEREAS,** the Oneida Business Committee has further defined the Strategic Directions in seven practical visions that will evolve in 3-5 years after committed to our Strategic Directions that include:
- An engaged Community
 - Leaders promote positive social change
 - Living a good mind
 - Increased Volunteerism
 - Long Term Sustainability Plans
 - Create Economic Systems
 - Accountable & Effective Governmental Design
- WHEREAS,** the 2014 White House Tribal Nations Conference, President Obama announced the launch of Generation Indigenous (Gen-I), an initiative focused on improving the lives of Native youth. Gen-I has already seen the Cabinet Officials launch the Native Youth Listening Tour, create a steering committee with Native youth to organize the first ever White House Tribal Youth Gathering, and start a National Native Youth Network to share all of the positive work Native youth and partners are doing.
- WHEREAS,** Oneida Business Committee Councilwoman Fawn Billie received notice of the Gen-I challenge and accepted in March 2015; and
- WHEREAS,** Councilwoman Fawn Billie has worked toward the creation of a Youth Clean-up Coalition to bring together our youth with the community, local tribal departments and tribal leaders

to be committed to be engaged with our youth to make a positive impact in our community;

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee heartily endorses Generation Indigenous Tribal Leader Challenge. The Oneida Business committee encourages Councilwoman Fawn Billie to coordinate a Youth Clean-up Team.

BE IT FINALLY RESOLVED, the Oneida tribal members and youth ages 14 to 24 shall be encouraged to participate by joining the Coalition at the scheduled meeting times in the designated areas to pick up trash on the Oneida reservation.

BE IT FINALLY RESOLVED, the participants of the Youth Clean-up Team shall work in the best and most safe interest of the Oneida Tribe while conducting clean up.

BE IT FINALLY RESOLVED, that Councilwoman Fawn Billie will work with the Conservation and Environmental Health and Safety Department to identify appropriate clean-up sites and making arrangements for creating public notice of the clean-up activities to generate interest and participation.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 17 / 15

2. General Information:

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

Other - FY-2015 Tribal Revenue Allocation Plan

Agenda Header: Resolutions

Accept as Information only

Action - please describe:

Motion to approve the Fiscal Year 2015 Revenue Allocation Plan

3. Supporting Materials

Report Resolution Contract

Other:

- 1. Oneida Business Committee draft resolution
- 2. Statement of Effect
- 3. Tribal Revenue Allocation Plan
- 4. Oneida correspondence to BIA-GLA

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Brandon Stevens

Primary Requestor: Susan White, Trust Director
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The FY-2015 Revenue Allocation Plan complies with the Indian Gaming Regulatory Act of 1988 [25U.S.C. sub-section 2701, specifically, sub-section 2710(b)(3)A-D ("IGRA") and all other applicable federal law.

The Oneida Business Committee, acting in its capacity as the delegated governmental body of the Oneida Tribe, is being requested to adopt this Tribal Revenue Allocation Plan for the purposes of distributing per capita payments for FY-2015. A resolution is included in this request for your approval.

This approval process occurs each year Oneida distributes per capita plans.

The Oneida Trust/Enrollment Committee approved the FY-2015 Revenue Allocation Plan at their duly called meeting on June 16, 2015.

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

Oneida Tribe of Indians of Wisconsin



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 _____ Revenue Allocation Plan FY 2015

- 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 BC Resolution #07-10-13-B which approved a per capita payment of \$1,000.00 to every enrolled member of the Oneida Tribe of Indians of Wisconsin, in accordance with the Oneida Per Capita Ordinance, for Fiscal Years 2014, 2015, and 2016, and
- WHEREAS,** the General Tribal Council adopted Resolution #08-11-97 A which approved a per capita payment of \$2,000.00 to each enrolled elder over the age of 62, in accordance with the Oneida Per Capita Ordinance, to begin in Fiscal Year 1998, and
- WHEREAS,** the General Tribal Council adopted Resolution #06-30-90A which approved a per capita payment of \$500.00 to each enrolled elder over the age of 65 in accordance with the Oneida Per Capita Ordinance, to begin in November 1994, and
- WHEREAS,** the Oneida Trust Committee is delegated responsibility to manage trust accounts in accordance with the Oneida Per Capita Ordinance, and
- WHEREAS,** the Oneida Trust/Enrollment Committee approved the attached Revenue Allocation Plan for Fiscal Year 2015 by motion on June 16, 2015, and
- WHEREAS,** the Indian Gaming Regulatory Act states that net revenues from any Class II and III gaming activities conducted or licensed by any tribe may be used to make per capita payments to members of the tribe only if (1) the tribe has prepared a Plan to allocate revenues for authorized uses and (2) the Plan is approved by the United States Assistant Secretary of the Interior as adequate, and
- WHEREAS,** the Revenue Allocation Plan for Fiscal Year 2015 ensures that not more than fifty percent (50%) of the net gaming revenues shall be used for per capita payments to members, and
- WHEREAS,** the attached Revenue Allocation Plan for Fiscal Year 2015 is in compliance with the Indian Gaming Regulatory Act, 25 U.S.C. 2701, et seq. as the Plan demonstrates that the Oneida Tribe is dedicating a significant source of net gaming revenue for economic and governmental purposes.

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee hereby approves and adopts the attached Revenue Allocation Plan for Fiscal Year 2015, and

BE IT FURTHER RESOLVED, that upon adoption by the Oneida Business Committee, the attached Revenue Allocation Plan for Fiscal Year 2015 and this resolution shall be presented to the United States Assistant Secretary of the Interior for review and approval according to the Indian Gaming Regulatory Act.

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

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



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

Statement of Effect
Revenue Allocation Plan FY 2015

Summary

This resolution approves and adopts the Revenue Allocation Plan for Fiscal Year 2015 and directs that it be presented to the United States Assistant Secretary of the Interior for review and approval in accordance with the Indian Gaming Regulatory Act.

Submitted by: Lynn A. Franzmeier, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

This resolution adopts a document which sets forth the allocation of tribal revenues for the payment of general membership and elder per capita. These per capita payments were adopted by the General Tribal Council through GTC Resolutions #06-30-90-A, #08-11-97-A, and #7-10-13-B.

In accordance with the Indian Gaming Regulatory Act, gaming revenues must be used for specific purposes and gaming revenues used to make per capita payments must meet certain criteria. This Statement of Effect does not review the Revenue Allocation Plan for Fiscal Year 2015. That document has received review by an attorney during the drafting stages and for the final document.

The resolution identifies that a specified sum of money will be utilized for a per capita payment at the direction of the General Tribal Council. This budgeted impact has been assessed by the General Tribal Council through the budgeting process of the Oneida Tribe of Indians of Wisconsin. Thus, the Oneida Business Committee has been authorized to take the above action affecting the budget.

The action within this resolution is within the authority of the Oneida Business Committee. The document being forwarded has received attorney review which is not included as a part of this Statement of Effect.

Conclusion

There are no legal issues which would prohibit adoption of this resolution.

ONEIDA TRIBE OF INDIANS OF WISCONSIN**Revenue Allocation Plan
Fiscal Year 2015****Section I. Resolution and Repeal of Inconsistent Legislation**

This Revenue Allocation Plan ("Plan") was adopted pursuant to Oneida Business Committee Resolution _____. With the exception of the Constitution of the Oneida Tribe of Indians of Wisconsin ("Oneida Tribe") and the Gaming Compact of 1991 and its applicable amendments entered into by the Oneida Tribe and State of Wisconsin, this Plan shall govern the allocation of available net revenues from tribally owned gaming enterprises including per capita distributions to qualified members of the Oneida Tribe.

Section II. Policy and Legislative History

This Plan is in compliance with the Indian Gaming Regulatory Act of 1988 [25 U.S.C. §2701, specifically, §2710(b)(3)A-D ("IGRA") and all other applicable federal law. The Oneida Tribe shall use revenues generated by Tribal gaming establishments primarily to strengthen the Tribal government, Tribal self-sufficiency and to support Tribal economic development. The Oneida Tribe shall ensure that tribal governmental operations and programs and tribal economic development shall receive the necessary financial support from net gaming revenues prior to distributing such revenues for other purposes.

The Oneida Tribe is committed to providing for its long range security and its tribal members. Accordingly, the Oneida Tribe shall ensure that net gaming revenues are allocated toward investments, programs and projects that impact not only present needs, but also anticipate future needs. In addition, the Oneida Tribe shall ensure that investments, programs and projects funded by net gaming revenues are aimed toward improving tribal conditions and the life opportunities of tribal members for the next seven generations.

The Oneida Tribe retains the inherent sovereign right to determine the best interests of its minor tribal members by providing for their future welfare by placing monies into trust for the benefit of those minor tribal members. The Oneida Tribe shall provide for the future of minors while encouraging tribal member parents to provide for the immediate living needs of their children as is their responsibility.

The Oneida Tribe is committed to the education of its children. Specifically, the Oneida Tribe seeks to increase the high school graduation rates of its tribal members, and encourage its tribal members to pursue degrees in colleges, universities or

vocational schools. Currently, the Oneida Tribe offers financial assistance to every eligible tribal member for educational purposes.

Pursuant to Oneida Business Committee Resolution #07-10-13-B, a per capita payment in the amount of \$1,000.00 will be distributed to every enrolled member of the Oneida Tribe for Fiscal Years 2014, 2015, and 2016. The per capita distribution will be referred to as the "Per Capita Payment."

Pursuant to General Tribal Council Resolution #08-11-97A, a per capita payment in the amount of \$2,000.00 will be distributed to every enrolled elder aged 62 and over to begin in Fiscal Year 1998. Pursuant to General Tribal Council Resolution #6-30-90-A, "To begin in November 1994 to make a per capita payment of \$500 once each year, with 5% inflation built into the schedule, to all living persons over the age of 65 by 10/31 of that year." The 5% inflationary increase began in fiscal year 2003 and was added every odd year thereafter, in addition to the \$2,000 authorized by Resolution #08-11-97A. The Oneida Trust Committee took action pursuant to Oneida Trust Committee Resolution 6-25-13 to modify the 5% inflationary increase so that it will now be applied every three years beginning in 2014. The 5% inflationary increase will be applied every third year thereafter until such time as the Oneida Trust Committee designates a new schedule of payment. Both elderly per capita distributions will be referred to as the "Elderly Per Capita Payment." The aged 65 and over elderly per capita distribution pursuant to Resolution #6-30-90-A for fiscal year 2015 will be \$670.04.

The Per Capita Payment and Elderly Per Capita Payment are being made to offer financial assistance to all members of the Oneida Tribe regardless of their employment with the Oneida Tribe.

The Oneida Business Committee, acting in its capacity as the delegated governmental body of the Oneida Tribe, is adopting this tribal allocation plan in order to implement the above-referenced General Tribal Council Resolutions. Copies of these resolutions and motion are attached.

Section III. Use of Net Gaming Revenues; Tribal Governmental Operations and Programs

- A. The Oneida Tribe hereby allocates **27.62%** of net gaming revenues in order to provide for supplemental funding for tribal governmental operations and programs. If it deems it necessary, the Oneida Business Committee acting at the direction of the General Tribal Council shall have the authority to revise and increase the percentage of net gaming revenues allocated to funding for tribal governmental operations and programs.

- B.** Tribal governmental operations and programs to be supplementarily funded by net gaming revenues under this Section shall include, but shall not be limited to, the following: Tribal administration, capital improvements to tribal offices, tribal public works program, tribal planning program, tribal enrollment program, tribal community health representative, tribal health services, Indian Health Services clinic, Indian Child Welfare Act tribal program, tribal clean-up program, tribal education program, school food service programs, tribal parenting program, summer youth workers' program, tribal library, tribal recreation program, tribal elderly program, veterans' symposium, tribal arts and crafts program, and tribal cultural programs.
- C.** The Oneida Business Committee forwarded the Fiscal Year 2015 budget to the General Tribal Council with delegation of budget revision authority to the Oneida Business Committee. Prior to the commencement of this fiscal year, the Oneida Business Committee received budget reports and requests from each tribal governmental operation and program listed in Section III.B. The budget reports detailed: Past fiscal year revenues, projected revenues, revenue sources, including the amount of net revenues derived from gaming enterprises, past fiscal year expenditures and projected expenditures, together with a detailed accounting for expenditures. The budget reports also included budget requests including requests for supplemental funding from net gaming revenues allocated to funding for tribal governmental operations and programs.
- D.** The Oneida Business Committee, after receiving all budget reports and requests under this Section, allocated those funds designated for tribal governmental operations and programs. This allocation occurred with the adoption of the Oneida Tribe's fiscal year budget. The Oneida Business Committee shall be the sole decision making body to any actions taken upon budget reports and requests and as to the allocation of funds designated for tribal governmental operations and programs as delegated by the General Tribal Council.
- E.** The Oneida Business Committee disbursed those monies allocated to tribal governmental operations and programs in accordance with the Oneida Tribe's fiscal year budget referenced in paragraph D above. Any disbursements made hereunder by the receiving tribal governmental operation or program shall be handled in a manner consistent with the operation's or program's generally accepted accounting methods.
- F.** Prior to the adoption of the Oneida Tribe's fiscal year budget, the Oneida Business Committee reviewed the budget reports and requests required in Paragraph C above for the prior fiscal year, and any other reports prepared in accordance with generally accepted accounting methods, to determine the actual amount of monies expended on tribal governmental operations and programs in the prior fiscal year together with the percentage of total net gaming revenues allocated to tribal governmental operations and programs in the prior fiscal year. Such review was reported to the General Tribal Council through Treasurer's Reports.

Section IV. Use of Net Gaming Revenues; General Welfare of the Oneida Tribe and its Tribal Members

- A. The Oneida Tribe hereby allocates **40.47%** of net gaming revenues in order to provide supplemental funding for the general welfare of the Oneida Tribe and its tribal members. If it deems it necessary, the Oneida Business Committee acting at the direction of the General Tribal Council shall have the authority to revise and increase the percentage of net gaming revenues allocated to funding for the general welfare of the Oneida Tribe and its tribal members.
- B. The Oneida Business Committee shall meet with their delegate or designee for tribal social services to consider the social service and general welfare needs of tribal members and to receive needs assessments and budget reports and requests of any tribal social service program not included in Section III. These general welfare programs shall include, but shall not be limited to, utility assistance program, funeral assistance program, tribal housing assistance program, higher education program, elderly services, social services programs, health services and the food distribution program. The needs assessments and budget reports and requests shall be prepared in accordance with the requirements set forth in Section III. C., D., E. and F. above, except that the General Tribal Council or the Oneida Business Committee may waive the requirements set forth in Section III. F. above.

Section V. Use of Net Gaming Revenues; Tribal Economic Development

- A. The Oneida Tribe hereby allocates **6.96%** of net gaming revenues in order to provide funding for tribal economic development.
1. If it deems it necessary, the Oneida Business Committee acting at the direction of the General Tribal Council shall have the authority to revise and increase the percentage of net gaming revenues allocated to funding for tribal economic development.
 2. The General Tribal Council or the Oneida Business Committee acting at the direction of the General Tribal Council, may, in its discretion, allocate net gaming revenues allocated to funding for tribal governmental operations and programs, funding for the general welfare of the Oneida Tribe and its members, donations to charitable organizations, and funding of local government operations that have not been expended as of the last date of this fiscal year to the purposes set forth in this Section.
- B. "Tribal economic development" shall include investment of net gaming revenues. Investments of net gaming revenues allocated to tribal economic development shall be made pursuant to an annual budget allocation for business development and pursuant

to an investment policy to be adopted by resolution of the General Tribal Council or the Oneida Business Committee. At a minimum, this investment policy shall provide:

1. That the net gaming revenues allocated to investment pursuant to Section V of the Revenue Allocation Plan shall be weighted toward investments that provide for the long term security of the Oneida Tribe and its tribal members.
 2. A description of the types of investments made;
 3. A percentage allocation of equities and bonds;
 4. Investment objectives to be reviewed on a quarterly basis by the Oneida Business Committee; and
 5. A list of investments that shall be excluded due to their lack of safety and liquidity.
- C. Investments of net gaming revenues allocated to tribal economic development shall be made with nationally recognized, reputable, and safe investment companies in accordance with the Oneida Tribe's goal toward the long term economic security of itself and its tribal members. The Oneida Business Committee, in its discretion, may allocate the interest earned on investments made pursuant to this Section in accordance with the provisions of IGRA or any other applicable federal and tribal law(s).
- D. The Oneida Business Committee acting at the direction of the General Tribal Council shall have the authority to appropriate and expend net gaming revenues allocated to tribal economic development to fund proposed tribal economic development projects. Tribal economic development proposals shall be considered in accordance with existing procedures. The Oneida Business Committee acting at the direction of the General Tribal Council shall thereafter allocate those net gaming revenues designated for tribal economic development to the proposed economic development project as it deems necessary and feasible.
- E. The Oneida Business Committee acting at the direction of the General Tribal Council shall have the authority to appropriate and expend net gaming revenues allocated to tribal economic development to supplement funding for ongoing tribal economic development enterprises. Requests for supplemental funding for the Oneida Tribe's ongoing businesses and enterprises shall be considered in accordance with existing procedures. The Oneida Business Committee acting at the direction of the General Tribal Council shall thereafter allocate those net gaming revenues designated for tribal economic development to the ongoing business or enterprise as it deems necessary and feasible.

Section VI. Use of Net Gaming Revenues; Donations to Charitable Organizations

- A. The Oneida Tribe hereby allocates **1.32%** of net gaming revenues to provide funding for donations to charitable organizations.
- B. The Oneida Business Committee acting at the direction of the General Tribal Council shall consider requests for charitable donations under this Section. The Oneida Business Committee acting at the direction of the General Tribal Council may show a preference to such charitable donation requests that benefit tribal members or Indian people generally.

Section VII. Use of Net Gaming Revenues; Funding of Local Government Operations

- A. The Oneida Tribe hereby allocates **5.87%** of net gaming revenues to provide supplemental funding for local government operations.
- B. The Oneida Business Committee acting at the direction of the General Tribal Council shall have the authority to utilize the net gaming revenues allocated to funding of local government operations to assist local city and county governments in projects and programs that affect the Oneida Tribe. The Oneida Business Committee may show a preference for such local government projects or programs that benefit tribal members or Indian people generally. The Oneida Business Committee shall receive or initiate proposals for projects or programs with local city or county governments and negotiate the terms of such projects or programs in light of funds available under this Section. To the extent that the local government projects or programs contributed to under this section benefit non-Indians, the Oneida Business Committee may require the local government to provide matching funds.

Section VIII. Use of Net Gaming Revenues; "Per Capita Payment" and "Elderly Per Capita Payment"

- A. In order to advance the personal health, safety and welfare of qualified tribal members, the Oneida Tribe hereby allocates **17.76%** to be paid to qualified tribal members. Pursuant to Oneida Business Committee Resolution #07-10-13-B, a per capita payment in the amount of \$1,000.00 will be distributed to or contributed in trust (as applicable) on behalf of every enrolled member for fiscal years 2014, 2015, and 2016.

Pursuant to General Tribal Council Resolution #08-11-97A, a per capita payment in the amount of \$2,000.00 will be distributed to every enrolled elder aged 62 and over to begin in Fiscal Year 1998. Pursuant to General Tribal Council Resolution #6-30-90-A, a per capita payment in the amount of \$500.00 will also be distributed to every enrolled elder aged 65 and over. As authorized by Resolution #6-30-90-A, an additional 5% may be built into the \$500 per capita payment made to qualifying

elders, as was done in fiscal years 2003-2011. The Oneida Trust Committee took action pursuant to Trust Committee Resolution 6-25-13 to modify the 5% inflationary increase so that it will now be applied every three years beginning in 2014. The 5% inflationary increase will be applied every third year thereafter until such time as the Oneida Trust Committee designates a new schedule of payment. The aged 65 and over elderly per capita distribution for fiscal year 2014 was \$670.04.

In accordance with the United States Department of Interior's Rules and Regulations, Part 290-Tribal Revenue Allocation Plan, Vol. 65, No. 53 Fed. Reg. 14467, (March 17, 2000), and for purposes of this Plan, "per capita payment" shall mean those payments made or distributed to all tribal members, or, to identified groups of members, which are paid directly from the net revenues of any gaming activity; no other commonly accepted or used definition of the term "per capita payment" affects the use of the term herein.

1. Per capita payments to qualified tribal members shall be made not later than September 30, 2015, for the FY 2015 payment, or as soon thereafter as is legally practicable based on the submission date to allow for the minimum time for regulatory review of the Tribal Allocation Plan.
 2. The Elderly Per Capita Payment shall be made not later than September 30, 2015, for the FY 2015 payment, or as soon thereafter as is legally practicable based on the submission date to allow for the minimum time for regulatory review of the Tribal Allocation Plan.
 3. Upon approval of this Plan, all net revenue designated for distribution as per capita payments shall be deposited into a low-risk interest bearing account with a federally insured financial institution prior to distribution. Interest earned prior to distribution on net gaming revenues deposited in this account shall be deposited into the Oneida Tribe's General Fund for future use at the discretion of the Oneida Business Committee as delegated by the General Tribal Council.
- B.** "Qualified tribal members" for purposes of the " Per Capita Payment" shall mean those individuals who are duly enrolled in the Oneida Tribe of Indians of Wisconsin pursuant to Article II of the Oneida Tribe's Constitution and the Oneida Membership Ordinance established by General Tribal Council Resolution #7-2-84-A. Individuals who have submitted their applications for membership to the Oneida Enrollments Department prior to February 1 of the year in which the per capita payment is made will also be eligible for the Per Capita Payment. Those "qualified tribal members" who have attained the age of 62 for the \$2,000 payment or 65 for the additional \$670.04 payment as of December 31 of the year in which the payment is made are eligible for the Elderly Per Capita Payment.

1. The Oneida Tribe shall place into trust the per capita payments, or any portion or percentage thereof, of any individual who is declared incompetent by the Oneida Judiciary or another court of competent jurisdiction. The Oneida Trust/Enrollment Committee shall invest said funds pursuant to an Investment Policy adopted by the Oneida Trust/Enrollment Committee taking into account the goals and purpose of the trust, appropriate time horizons for investment, and liquidity needs of the trust.
 2. The Oneida Trust Committee or its appointed agent shall have the authority to order the disbursement of funds held in trust on behalf of any individual who has been declared legally incompetent upon the petition of the guardian of such individual. The Oneida Trust Committee may require the petitioning guardian to submit receipts of expenditures made from funds disbursed hereunder before any future disbursements are made. The establishment of a regular monthly allowance for any individual declared legally incompetent from the proceeds of any per capita payment placed into trust under this Section shall be at the discretion of the Oneida Trust Committee or its appointed agent.
- C. In order to provide for the future safety and well-being of the children of the Oneida Tribe, the General Tribal Council authorized that per capita payments designated for minor qualified tribal members shall be deposited into a "Minors Trust Fund" established and invested by the Oneida Trust Committee pursuant to an Investment Policy adopted by the Oneida Trust Committee taking into account the goals and purposes of the trust, appropriate time horizons for investment, and liquidity needs of the trust..
1. A "minor qualified tribal member" means an individual who is a qualified tribal member as defined in Section VIII. B., except that he or she has not reached the age of eighteen (18) as of September 1 of the year in which the per capita payment is made.
 2. Payments into the "Minors Trust Fund" shall be deposited into the respective trust account of the minor qualified tribal members. Account market value statements shall be available to the participant, parent, parents or legal guardian of the minor qualified tribal member.
 3. Except for those accounts subject to a deferred election as set forth in Section VIII(C)(5), each minor qualified tribal member shall receive one trust account maturity payment of the monies accumulated in the "Minors Trust Fund," including interest, for that particular minor qualified tribal member on such dates declared by the Trust/Enrollment Committee for the distribution of Trust benefits, at least annually, following the beneficiary's (1) attainment of the age of eighteen (18), and (2) his or her provision to the Trust/Enrollment

Committee proof he or she has obtained a high school diploma, a high school equivalency diploma or a general equivalency diploma. If such proof is not provided by the qualified tribal member, his or her trust funds shall not be disbursed until his or her twenty-first (21st) birthday. The graduating class of 2009, minors declared legally incompetent, and minors who have a learning disability or other disability are exempt from the diploma requirement. Funds for a minor declared legally incompetent shall be put into a trust account for the legally incompetent adult. Minors with a disability providing a certificate of twelve (12) years of school attendance will be treated as high school graduates. Accounts reaching maturity will be processed and distributed not less than annually.

4. The Oneida Trust Committee shall have the authority to order early distributions of any funds placed into the "Minors Trust Fund" on behalf of a minor qualified tribal member prior to the age of majority upon proper petition of the parent(s) or legal guardian of the minor qualified tribal member, provided that the Oneida Trust Committee determines that (1) the distributed funds will be used solely for the health, education or welfare of the minor beneficiary, and (2) the distribution is a result of an Unforeseeable Emergency. Any petition for such emergency withdrawal shall include a detailed budget of monies necessary for the beneficiary's health, education, or welfare and a detailed justification for the need to expend Trust funds to meet the beneficiary's health, education or welfare needs, including other possible sources of funds or the lack thereof, and a showing that all other resources have been exhausted including federal, state, local and tribal assistance. The Oneida Trust Committee may also require that petitioners submit receipts of expenditures made from funds disbursed hereunder before any future disbursements are made.
 5. Notwithstanding the regular maturity payments rules set forth above, the Oneida Trust Committee may, at its option, implement optional deferral elections whereby Trust beneficiaries (joined by a parent or guardian as appropriate) may defer payment to a later date or dates; provided that the Oneida Trust Committee may implement procedures and restrictions designed to comply with IRS deferral requirements including, without limitation, constructive receipt and economic benefit.
- D. Any person enrolling in the Oneida Tribe shall not be entitled to any back payments of per capita proceeds. The first per capita payment to a new Tribal member shall be on the first date of a regularly scheduled payment after his or her qualified status is confirmed in accordance with Section VIII. B.
- E. The Oneida Business Committee or its appointed agent shall insure that notification of the application of federal and/or applicable state tax laws to per capita payments be

made when such payments are made. The Oneida Business Committee or its appointed agent shall also implement a procedure by which qualified tribal members who receive per capita payments can have applicable taxes automatically deducted from per capita payments. The Oneida Business Committee or its appointed agent shall include in the notice of the application of federal tax laws, a notice of the existence of the withholding procedure.

- F. If any dispute arises out of the distribution of this per capita payment, all such matters shall be resolved according to the procedures set forth in the Judiciary Law adopted pursuant to General Tribal Council Resolution # 01-07-13-B.

Section IX. Revision of Allocated Percentages

Any revision of the allocated percentages as set forth in Sections III through VIII shall be documented by an Oneida General Tribal Council or Oneida Business Committee resolution, a copy of which shall be provided to the Secretary of the Interior. Any revision under this section is subject to Secretarial approval as required by the Indian Gaming Regulatory Act (IGRA).

Section X. Severability

If any section, or any part thereof, of this Plan or the application thereof to any party, person, or entity or, in any circumstances, shall be held invalid for any reason whatsoever by a court of competent jurisdiction, or by the Department of the Interior, the remainder of the section, part or Plan shall not be affected thereby and shall remain in full force and effect as though no section, or part thereof, has been declared to be invalid.

Section XI. No Waiver of Sovereign Immunity.

Nothing in this Plan shall provide or be interpreted to provide a waiver of the Oneida Tribe's or any of its governmental officers' and/or agents' sovereign immunity from suit.

Section XII. Amendment or Repeal of Plan

This Plan, and any section, part, and word thereof, may be amended or repealed only by an Oneida Business Committee or Oneida General Tribal Council Resolution which requires a two-thirds vote of the Oneida Business Committee or the Oneida General Tribal Council respectively. Any resolution adopted by the Oneida General Tribal Council or Oneida Business Committee repealing the Plan will be forwarded to the Department of Interior. Any resolution adopted by the Oneida General Tribal Council or Oneida Business Committee which approves of amendments to the Plan will be forwarded to the Department of Interior along with the subject amendments. Any repeal or amendment of the Plan under this section is subject to Secretarial approval as required by the Indian Gaming Regulatory Act (IGRA).

Section XIII. Readoption is not Automatic if no Plan for Subsequent Fiscal Year.

If no Revenue Allocation Plan is prepared for the subsequent fiscal year, the terms of this Plan shall not be automatically adopted, without any further General Tribal Council or Oneida Business Committee action, to govern the allocation of net gaming revenues for the subsequent fiscal year.

Section XIV. Effective Date

This Plan governs the distribution of any and all net gaming revenues occurring in fiscal year 2015 which began on October 1, 2014, and will end on September 30, 2015. This Plan becomes effective upon adoption by the Oneida Business Committee of Resolution _____ and approval by the Area Director of the Bureau of Indian Affairs in accordance with the United States Department of Interior's Rules and Regulations, Part 290-Tribal Revenue Allocation Plan, Vol. 65, No. 53 Fed. Reg. 14467, (March 17, 2000), IGRA, and all other applicable federal law. Accordingly, this Plan is effective on the ____th day of _____, 2015.

JO ANNE HOUSE
 CHIEF COUNSEL
 JAMES R. BITTORF
 DEPUTY CHIEF COUNSEL
 REBECCA M. WEBSTER
 SENIOR STAFF ATTORNEY

ONEIDA LAW OFFICE

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Ms. Diane Rosen
 United States Bureau of Indian Affairs
 Great Lakes Agency
 916 W. Lake Shore Drive
 Ashland, WI 54806

RE: Oneida Tribe of Indians of Wisconsin - 2015 Revenue Allocation Plan

Dear Ms. Rosen:

Please review and forward to the appropriate Bureau Official for review and approval the enclosed Revenue Allocation Plan by the Oneida Tribe of Indians of Wisconsin ("Oneida Tribe") for FY 2015. This plan is being submitted in accordance with the Indian Gaming Regulatory Act, 25 U.S.C. §2701, *et seq.* Also enclosed are copies of the following:

1. Oneida Business Committee resolution # _____ adopting the FY 2015 Tribal Allocation Plan
2. Oneida Business Committee Resolution # 7-10-13-B approving a per capita payment in the amount of \$1,000 to each enrolled member of the Oneida Tribe
3. Oneida General Tribal Council resolutions # 6-30-90-A and #08-11-97-A approving the Elder Per Capita payments; and, Trust Committee Resolution # 06-25-13 modifying 5% inflationary increase
5. General Tribal Council Resolution #7-2-84-A adopting the Oneida Membership Ordinance
6. General Tribal Council Resolution #8-19-91-A adopting the Administrative Procedures Act as amended by General Tribal Council Resolution #01-07-13-A

The percentages in the Revenue Allocation Plan are based on the approved Fiscal Year 2015 budget.

The Oneida Tribe will contact the local Social Security Administration office, and provide the office with the amount of the proposed per capita disbursement for September 30, 2015. The Social Security Administration office will contact all individuals receiving Social Security benefits to inform them that their benefits will be affected by the September 30, 2015 per capita payments.

Ms. Diane Rosen

Page 2

The Oneida Tribe will comply with all of the requirements set forth in 26 CFR Part 31 with regard to the income tax withholding requirements as mandated by the IGRA on per capita payments to tribal members. Members of the Oneida Tribe will be informed that the per capita payment is taxable and that they are responsible for reporting the per capita income on their income taxes.

If you have any questions or comments, please feel free to contact me at (920) 869-4327 or by e-mail at jhouse1@oneidanation.org.

Sincerely,

Jo Anne House, Chief Counsel
Oneida Tribe of Indians of Wisconsin

Enclosures

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

BC approval to appoint Kimberly Schultz to the Anna John Resident Centered Care Community Board.
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."

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:

The qualifications to be appointed to the Anna John Resident Centered Care Community Board are:

- a) Be an enrolled member of the Oneida Tribe of Indians of Wisconsin
- b) Reside within Brown or Outagamie County
- c) Not be employed by the AJRCCC

Ms. Schultz is not on any other board and meets the above three requirements.

- 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

TO: Oneida Business Committee

FROM: Chairwoman Tina Danforth

DATE: June 11, 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 Kimberly Schultz.

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 Kimberly Schultz be appointed to serve on the Anna John Resident Centered Care Community Board.

Thank You.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 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 June 3, 2015 LOC Meeting Minutes

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The purpose of this request is to ask the OBC to accept the attached June 3, 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 June 3, 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@oneidation.org

Oneida Tribe of Indians of Wisconsin

Legislative Reference Office

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



Committee Members

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

LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2nd Floor Norbert Hill Center

June 3, 2015 10:00 a.m.

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

OTHERS PRESENT: Taniquelle Thurner, Jacob Metoxen, Candice Skenandore, Lynn Franzmeier, RC Metoxen, Michelle Mays, Rae Skenandore, Apache Danforth, Norbert Hill, Dianne McLester Heim, Jessica Wallenfang, Mike Debraska, Danelle Wilson

I. Call To Order and Approval of the Agenda

Brandon Stevens called the June 3, 2015 Legislative Operating Committee meeting to order at 10:01 a.m.

Motion by Tehassi Hill to approve the agenda; seconded by Fawn Billie. Motion carried unanimously.

II. Minutes to be approved

1. May 20, 2015 LOC Meeting Minutes

Motion by David P. Jordan to approve the May 20, 2015 LOC meeting minutes; seconded by Fawn Billie. Motion carried with Jennifer Webster abstaining.

III. Current Business

1. Investigative Leave Policy Amendments (01:12-02:23)

Motion by Jennifer Webster to forward the Investigative Leave Policy Amendments to the Oneida Business Committee for consideration; seconded by David P. Jordan. Motion carried unanimously.

2. Petition: Genskow- OBC Accountability, Repeal Judiciary & Open Records Law

(02:29-04:30)

Motion by Jennifer Webster to forward the memorandum to the next Oneida Business Committee agenda; seconded by David P. Jordan. Motion carried unanimously.

3. Petition: Child Care Department Consumer Complaint Policy (04:32-01:31:20)

Motion by Tehassi Hill to defer back to the Legislative Reference Office for redrafting; seconded by David P. Jordan. Motion carried unanimously.

4. Tribal Hearing Bodies (01:31:45-01:53:57)

Motion by Jennifer Webster for the Legislative Operating Committee to send a memorandum

to the Oneida Business Committee, to be on their agenda, for the recommendation from the Legislative Operating Committee requesting authority to develop legislation for an administrative court, also drafting a letter to be sent to elected and appointed boards, committees and commissions requesting full cooperation in submitting the data that is asked for; seconded by Fawn Billie. Motion carried unanimously.

5. Audit Committee Bylaws (01:55:02-01:59:51)

Motion by Jennifer Webster to forward the draft to the Audit Committee; seconded by David P. Jordan. Motion carried unanimously.

IV. New Submissions

V. Additions

VI. Administrative Updates

1. LOC Sponsor List

Motion by Tehassi Hill to accept the LOC Sponsor List as FYI; seconded by David P. Jordan. Motion carried unanimously.

David P. Jordan: For the record, there's not very much on my list, I just want it for the record that I just started on April 22 and this is my third meeting.

VII. Executive Session

VIII. Recess/Adjourn

Motion by Jennifer Webster to adjourn the June 3, 2015 Legislative Operating Committee Meeting at 12:02 p.m.; seconded by David P. Jordan. Motion carried unanimously.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 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 LOC quarterly report.

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Tribe of Indians of Wisconsin

Legislative Reference Office

P.O. Box 365

Oneida, WI 54155

(920) 869-4376

(800) 236-2214

<http://oneida-nsn.gov/LOC>



Committee Members

Brandon Stevens, Chairperson

Tehassi Hill, Vice Chairperson

Fawn Billie, Councilmember

David P. Jordan, Councilmember

Jennifer Webster, Councilmember

Quarterly Report Legislative Operating Committee January-March 2015

1. Purpose and Mission

The purpose and mission of the Legislative Operating Committee (LOC) is to enhance the policymaking capability of the Oneida Business Committee (OBC) and the General Tribal Council (GTC) by drafting laws and policies and reviewing past and current laws, policies and regulations of the Oneida Tribe.

A legislative analysis is completed for proposed laws, policies, regulations, bylaws and amendments. Public meetings are facilitated by the LOC in accordance with the Legislative Procedures Act (LPA). A Resolution and Statement of Effect are prepared for all legislation that is presented for final adoption which is submitted to the OBC and/or GTC for approval.

2. Members

The LOC is comprised of the five council members of the OBC: Brandon Stevens (Chair), Tehassi Hill (Vice-Chair), Jennifer Webster, Fawn Billie, and David P. Jordan.

3. Contact Information

The LOC office is located on the second floor in the Norbert Hill Center. For more information, please contact the Legislative Reference Office (LRO) at (920) 869-4376 or e-mail LOC@oneidanation.org.

4. Meetings

The LOC meets on the first and third Wednesday of every month. The LOC meetings are held in the Norbert Hill Center-2nd Floor, Business Committee Conference Room and begin at 9:00 a.m.

5. Prioritization

The LOC continuously reviews the proposals on our Active Files List (AFL). Priorities will be identified based on GTC Directive, OBC Directive and by LOC agreement/consensus.

6. Summary

During this reporting period (January, February, and March 2015), the LOC added six legislative items to the Active Files List and completed three legislative items, bringing the total number of legislative items on the Active Files List to 41. The LOC also completed processing legislative analyses for three GTC petitions, and held four public meetings.

Items Added to the Active Files List

Of the six legislative items added to the Active Files List during this reporting period, two are proposals for new Tribal laws, two are proposals to amend existing Tribal laws, and two are proposals to process amendments to the bylaws for a Tribal board, committee or commission.

Proposals for new Tribal laws:

- **Violence Against Women Act (VAWA).** This is a proposal to look at how the Tribe can exercise jurisdiction over non-Indians in domestic abuse cases on the Reservation being that the State of Wisconsin is a PL 280 state. (Added to the AFL on 3/18/15)
- **Industrial Hemp Law.** The 2013 Farm Bill authorizes institutions of higher education or State departments of agriculture, in states where it is legal to grow hemp, to grow hemp for research or agriculture pilot programs. Because the State of Wisconsin does not have hemp legislation, this new Law is being proposed that would govern how industrial hemp will be grown on the Reservation, pending the appropriate federal permits are obtained. (Added to the AFL on 3/18/15)

Proposals to amend existing Tribal laws:

- **Hunting, Fishing, Trapping Law amendments.** Amendments were requested to update and streamline the Law and to separate policy making and management decisions from the Law, in order to avoid yearly/bi-yearly updates. (Added to the AFL on 1/21/15)
- **Real Property Law Amendments.** Amendments to the leasing section of the Real Property Law are being proposed in order to be consistent with the proposed Leasing Law. (Added to the AFL on 3/4/15)

Proposals to process amendments to bylaws:

- **Personnel Commission Bylaws Amendments** – The Personnel Commission has requested amendments to its bylaws in order to outline more specifically the qualifications for appointed commissioners. (Added to the AFL on 3/18/15)
- **Election Board Bylaws Amendments** - The Election Board has requested amendments be made to their Bylaws per the current Election Law and previous GTC action. (Added to the AFL on 3/18/15)

Completed Items

Completed Legislative Items. The following legislative items were completed during this reporting period and removed from the Active Files List:

- **Administrative Procedures Act Emergency Amendments.** Emergency amendments to the Judiciary Law were requested because the APA was set to be repealed as of March 1, 2015; however if it is repealed at that time, it would leave various Tribal hearing bodies without any rules to govern hearings. On February 25, 2015, the OBC adopted those emergency amendments.
- **Rules of Appellate Procedure Amendments.** On March 25, 2015, the OBC adopted amendments to the Judiciary's Rules of Appellate Procedure.
- **Oneida Appeals Commission References Removal.** On February 25, 2015, the OBC adopted amendments to several Tribal laws to remove references to the Oneida Appeals Commission pursuant to GTC Resolution # 07-01-13-A:

✓ Attorney Contract Policy	✓ Employee Protection Policy
✓ Condominium Ordinance	✓ Local Land Use Regulation
✓ Emergency Management and Homeland Security	Reimbursement Policy
	✓ Notary Act

- | | |
|----------------------------|-----------------------------------|
| ✓ Oneida Election Law | ✓ Real Property Law |
| ✓ Oneida Food Service Code | ✓ Social Media Policy |
| ✓ Oneida Nation Law | ✓ Tattooing and Body Piercing Law |
| Enforcement Ordinance | ✓ Tribal Environmental Response |
| ✓ Oneida Vendor Licensing | |

Completed Administrative Items. The following items were completed during the quarter:

- **Petition: Budget Cuts, Swimming Lessons, GTC Directives & Home Repairs for Elders.** This is a petition submitted by Madelyn Genskow, seeking GTC action on four separate items. The OBC accepted the legislative analysis for this item on February 11, 2015.
- **Petition: Judiciary Support System.** This is a petition submitted by Gina D. Powless seeking to have the Tribe “Create a support system of paralegals, advocates, and attorneys to assist and advocate for Oneida Enrolled Tribal members that are engaged in any case with the Oneida Judiciary.” The OBC accepted the legislative analysis for this item on February 11, 2015.
- **Petition: Raise Employee Salaries 99 Cents.** This is a petition submitted by Yvonne Metivier that seeks to have GTC direct OBC raise employee salaries by 99 cents hourly, for all employees earning less than \$65,000 annually; with no layoffs. The OBC accepted the legislative analysis for this item on February 11, 2015.

Public Meetings

The LOC held four Public Meetings this quarter – on February 5, 2015, Public Meetings were held for the proposed Furlough Policy and for the Rules of Appellate Procedure amendments. On February 19, 2015, public meetings were held for the proposed amendments to the Motor Vehicle Registration Ordinance and for the proposed Vehicle Driver Fleet Management law, which would update and combine the current Vehicle Driver Certification and Fleet Management policies.

Person responsible for this report and contact information: Brandon Stevens, Legislative Operating Committee Chair. Phone: (920) 869-4378.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 15

2. General Information:

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

[Empty text box]

Agenda Header:

Accept as Information only

Action - please describe:

BC approval of FC June 15, 2015 Minutes

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



Oneida Tribe of Indians of Wisconsin

Finance Administration Office

Phone: 920- 869-4325

FAO@oneidanation.org

MEMORANDUM

TO: Finance Committee
CC: Business Committee
FR: Denise Vigue, Executive Assistant
DT: June 16, 2015
RE: E-Poll Results of: FC Meeting Minutes of June 15, 2015

An E-Poll vote of the Finance Committee was conducted to approve the June 15, 2015 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

E-POLL RESULTS:

There was a Majority 6 YES votes from Patrick Stensloff, David Jordan, Chad Fuss, Larry Barton, Wesley Martin, Jr., and Fawn Billie to approve the June 15, 2015 Finance Committee Meeting Minutes.

The minutes will be placed on the next BC agenda of June 24, 2015 for approval and the next Finance Committee agenda of June 29, 2015 to accept this E-Poll action.

Yawλko

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

ONEIDA FINANCE COMMITTEE

June 15, 2015 – 10:00 A.M.

Business Committee Conference Room

REGULAR MEETING MINUTES

Members Present:

Patricia King, Treasurer/FC Chair	Larry Barton, CFO/FC Vice-Chair
Fawn Billie, BC Council Member	David Jordan, BC Council Member
Chad Fuss, Gam. GM Designee/AGGM	Patrick Stensloff, Purchasing Director
Wesley Martin, Jr., Community Elder Member	

Members Excused: Jennifer Webster, BC Council Member

Others Present: Owen Somers, Andrew Doxtater, Terry Cornelius, Joanie Buckley, Dan W. Skenandore, Bobbie Webster, and Denise Vigue, FC Recording Secretary

- I. Call to Order:** The meeting was called to order by the FC Chair at 10:00 A.M.
- II. Approval of Agenda:** Motion by Wesley Martin, Jr. to approve the June 15, 2015 Finance Committee agenda with two ADD ON's under New Business. Seconded by David Jordan. Motion carried unanimously.

III. Approval of Minutes:

1. June 1, 2015 (approved via FC E-Poll on June 2, 2015):

Motion by David Jordan to ratify the FC E-Poll action of June 2, 2015 approving the Finance Committee meeting minutes of June 1, 2015. Seconded by Patrick Stensloff. Motion carried unanimously.

IV. Tabled Business:

No tabled business

Larry Barton arrived at 10:07 A.M.

V. Capital Expenditures:

1. Baycom Radio Purchases
Owen Somers, Gaming Internal Security

Owen was present and provided a recap of this three year project to switch out all radios from analogue to digital; reason not budgeted was the switch is part of MIS operations and it was not communicated to Gaming; the need is to get completed by end of fiscal year to be in FCC compliance; cost is for remaining radio purchases not purchased during first two years of changeover; there was some discussion as to trade in value/reimbursement.

Motion by David Jordan to approve the Baycom Radio purchases in the amount of \$118,171.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

The Chair relayed there was a late ADD ON request for the Karma Group contract to be reviewed at today's meeting along with a request from Dan Skenandore to be moved up next on the agenda as he has another appointment.

Motion by Larry Barton to amend today's agenda approving this change and late ADD ON. Seconded by David Jordan. Motion carried unanimously.

2. Data Financial, Inc.
Andrew Doxtater, Gaming Cage/Vault

Andrew was present to explain this request; reason being brought here is purchase price is over \$50,000.00 for this sole source contract; there is a trade in value that will take it below this amount, but that will not be shown in the AS400 approval routing other than in the notes section.

Motion by Larry Barton to approve the Data Financial, Inc sole source request in the amount of \$48,750.00. Seconded by David Jordan. Motion carried unanimously.

VI. New Business:**1. IEI General Contractors, Inc. - Oneida Fisheries Restoration**

Dan Skenandore, Project Manager-Engineering

Both items were reviewed earlier in the agenda per prior motion. Dan Skenandore was present to discuss the details of the work including pier construction and construction of beach house with rest rooms and changing rooms; could not cover in original phase; some funds for this project coming from NRDA and outside grant funds; contract is pending legal approval.

Motion by Larry Barton to approve the IEI General Contractors, Inc contract pending receiving legal review for the Oneida Fisheries Restoration Project in the amount of \$439,131.00. Seconded by Fawn Billie. David Jordan abstained. Motion carried.

2. Kraus-Anderson - Pay Draw #26 (AJRCCC)

Daniel W. Skenandore, Project Manager-Engineering

Dan explained this is for repair work for 10 showers at the Anna John Resident Centered Care Center; funds coming from construction contingency line; there will be one more pay request to finish the remaining 8 showers that need to be repaired. There was some discussion on door repairs, warranty; obtaining a certificate of completion by August--that the bond funds require; and the close out of this project; Dan expects work to be completed in early July.

Motion by Larry Barton to approve draw request #26 to Kraus-Anderson in the amount of \$79,894.00 for work associated with the shower repairs at the Anna John Resident Community Care Center. Seconded by David Jordan. Motion carried unanimously.

3. ADD ON: Callan Report for period ending Mar. 31, 2015

Terry Cornelius, CFA, Finance

Terry provided handouts of the Callan investment report and gave a verbal overview of the performances of the various managers as reported by Callan including; a review of the investment strategies, including percentages of the portfolio as stipulated in the investment policy as well as the range afforded to stay balanced with the fluctuations in the market; last time tribe provided changes was in November; presently bonds are slightly underperforming due to the entire market being down. Larry Barton added that the fluctuations are being monitored but overall managers goals are very conservative; these are dollars that are not part of the tribes' general fund but earmarked funds for per capita and certain grant dollars that tribe is required to pay. Terry detailed specific manager performances verses the specific benchmark they are being compared to depending on if investment was in Large or Small Cap, Domestic or International, bonds or fixed assets; overall most of the managers are holding strong compared to the market, but he and Callan will continue monitoring performances. There were some questions regarding one of the managers and misidentification of strategies within Long Term that really are Mid-Range.

Motion by David Jordan to accept the Callan Quarterly Report investment update for period ending March 31, 2015. Seconded by Fawn Billie. Larry Barton abstained. Motion carried.

4. ADD ON: DOS Xerox - Printer Lease

Joanie Buckley, Internal Services

Joanie was present to discuss this request from the Print Shop that includes: replacement/upgrade of the color printer to XC1000P, reduce B&W copiers to 2 high speed B&W copiers; included in this five years lease agreement is maintenance and Xerox will return machine being replaced which is a benefit; cost of lease is within their budget line; there was some discussion of additional click charges and Patrick explained the involvement/assistance of the Purchasing Department with this agreement.

Motion by Larry Barton to approve the lease agreement pending the FC receiving the legal review. Seconded by Fawn Billie. Patrick Stensloff abstained. Motion carried.

5. ADD ON: Karma Group contract

Racquel Hill, Legislative Affairs

Bobbie Webster was present to discuss this contract that was approved by the BC on 5/27/15, it is a sole source contract and work is to assist in starting with the branding process by meeting with various groups and programs of the tribe, next steps are to identify what the brand is and to communication that out to the tribe and greater community.

Motion by David Jordan to approve the Karma Group contract #2015-0472. Seconded by Fawn Billie.
Motion carried unanimously.

VII. Executive Session: None

VIII. Follow Up: None

IX. FYI and /or Thank You:

1. FYI- OTIE Contract - WMSC Parking Lot Expansion

Wayne Metoxen, Project Manager, Engineering

Motion by Larry Barton to accept as FYI the legal review for the OTIE design contract that was requested by the FC at their last meeting. Seconded by Wesley Martin, Jr. Motion carried unanimously.

2 FYI- McGladrey, LLP - Conduct Tribal Audits

Sandra Thomas, Internal Audit

There was some discussion regarding a possible amendment that may have to be made in the near future due to changes in the NIGC reporting requirements.

Motion by Fawn Billie to accept as FYI the McGladrey, LLP contract through Internal Audit to conduct the tribal audits. Seconded by David Jordan. Motion carried unanimously.

3. Thank You - Visions -Donation Received

Requestor: Audrey Geyer, Visions Treasurer

Motion by Fawn Billie to accept the thank you from VISIONS regarding a donation provided. Seconded by David Jordan. Motion carried unanimously.

X. Adjourn: Motion by David Jordan to adjourn. Seconded by Chad Fuss. Motion carried unanimously. Meeting ended at 11:18 A.M. The next Finance Committee meeting is scheduled for Monday, June 29, 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: June 16, 2015

Oneida Business Committee FC Minutes Approval Date: _____

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 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:

Approve the 2nd Quarter CDPC Report

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="Project Matrix"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



To: Oneida Business Committee

From: Melinda Danforth, CDPC Chair

Date: June 17, 2015

Re: Community Development Planning Committee (CDPC) Quarter 2 Report - January 2015 to March 2015

The Community Development Planning Committee (CDPC) validated projects from the 2011-2014 CDPC by reviewing the final report that included 78 projects. Presenters from the projects were contacted to verify if the project was active and if it was active, they were asked to present information to the three regularly scheduled meetings. Attached is the 2014 – 2017 CDPC Active Projects Matrix that includes the status of the project, the owner and the dates the owner presented.

Some of the key information gathered from the presenters was:

- Review of the Facilities Management Process (FMT)
- Understanding the Comprehensive Plan, Vision Oneida, the Land Use Plan, the LUTU process and the Capital Improvement Process (CIP).
- The role of the Tribal Development Housing Entity (TDHE) to HUD through training
- The Indian Housing Plans

In March, a prioritization matrix was created to determine each projects relation to the Four Strategic Directions and Tribal contribution. However, this was the same time that the Treasurer's Office created a prioritization matrix for projects and services that was more comprehensive. Rather than duplicate efforts, Brian Doxtator presented the concept from the Treasurer's office and this is the direction that was taken for prioritizing projects that would be worked on for fiscal year 2016.

Additionally, in March the CDPC held a roundtable discussion to get feedback from the participants to validate if the meetings and direction given by CDPC was helpful even if there was no CDPC budget. Some of the feedback and expectations on the next page were shared with amongst the large group.

1. Great way to bounce ideas off of each other, make adjustments to projects, this was 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.
2. I like this forum for discussion of concepts & projects. If a proposal goes to the BC, they will have more educated decisions.
3. I like the open communication, understanding other projects, leveraging our assets. This is an efficient use of resources – to remember why we are here.
4. Commitment is needed by the BC to provide more resources – more staff, more money. We are good planners, but not at executing due to lack of resources – tribal contribution.
5. We can help contribute to each other's projects and get the community excited through these meetings.

The CDPC continues to meet the first Thursday of every month from 9am to 12pm. Councilman, David Jordan, has joined the team and Treasurer, Trish King, has been regularly attending the meetings. Both have been actively participating and giving valuable input.

CDPC Projects 2014 - 2017

Updated 6/08/2015

Project	Status/Priority	Contact	Notes
Airport Development Plan	Not Active	TROY	Presented 01/15
Agricultural Strategy	In Discussion	RALINDA/ JOANIE	No presentation from Ralinda, Joanie presented 6/4/15
Amphitheater - Cultural Campus	Active	MICHELLE	Presented 01/15
Barn Renovation Project	Not Active	ANITA	Presented 01/15, will budget for fy '16
Branding Initiative	In Discussion	NATE	Presented 4/23/15, will budget for fy '16
CMN in Central Oneida	In Discussion	TROY	Presented 03/15, MJD met w/Dr. Fowler in April, CDPC Work team meets July 16
Community Recreation Center	CIP Process	TROY	Presented 12/14, will budget for fy '16
Economic Development	In Discussion	TROY	Presented 6/4/15, present to OBC in July
Facilities - comprehensive maintenance plan for all Tribal buildings (incl. budget estimate)	In Discussion	JACQUE	Budget presentation 7/2/15
Facilities Management Team (charter, plan, budget)		JACQUE	Presented 5/9/15
Farm CIP Project (birthing barn)	See Agriculture Strategy	JOANIE	Presented 01/15
Fishery Project, Oneida Lake	CIP Process	PAT	Presented 01/15, Monthly Updates
Food Hub Initiative	In Discussion	JOANIE	Presented 01/15, will present to OBC & budget for fy '16

Housing	Active	DALE	Presented 12/14 by Scott, Update on 3/15 & 4/23, continue with OBC Work meetings
Land Use Directive by GTC	In Discussion	TROY	Presented 02/15, will budget for fy '16/ fy '17
Long House Village - Cultural Campus	In Discussion	MICHELLE	Presented 01/15
Museum - Cultural Campus	In Discussion	MICHELLE	Recommendation 01/07/15 meeting notes
OCIFS Projects (Market, Youth)	Active	BILL	Presented 12/14 Reports quarterly
One Stop 54 Facility	Active	MICHELE	Reports monthly
Safety Study Site One	Complete	TROY	Presented 03/15
SEOTS Building/Project Update	Complete	PAUL	Presented 12/14
Zoning Fee and Fine Schedule Resolution	Active	BILL	Presented 03/15

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 15

2. General Information:

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

[Empty text box]

Agenda Header: Standing Committees

Accept as Information only

Action - please describe:

Motion to accept the Quality of Life Quarter two report.

3. Supporting Materials

Report Resolution Contract

Other:

1. [Empty text box]

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

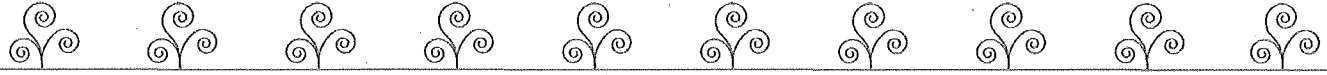
Authorized Sponsor / Liaison: Fawn Billie, Council Member

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

**Quality of Life Committee
Quarterly Report
Quarter 2 January-March 2015**



Committee: Fawn Billie (Chair), Tehassi Hill (Vice Chair), Jenny Webster (member), Trish King (member), Lisa Summers (member)

Summary

Our monthly meetings through this quarter were held as work meetings to collect and review previous Quality of Life Committee charters. We met to amend the charter to help identify purpose, structure, rules and responsibilities. We continue to meeting with the Wellness Council representatives and support their initiatives.

Meetings this Quarter

January 8, 2015

February 6, 2015

March 12, 2015-No Quorum

Actions & Activities

We continued to revise and update the charter which has since been sent to the Business Committee for adoption. The Quality of Life Committee has also updated and clarified the roles and responsibilities of the Wellness Council. The Quality of Life Committee reviewed the Wellness council initiatives and priorities with Wellness Council representatives to ensure we are working collaboratively to move forward. The Wellness Council is looking to the Well Being Index to identify needs of the community. One priority of the wellness Council is to identify a process to collect data, for The Well Being index, from the community and directors within the organization. We will research reporting templates for data collection.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

1. Accept the legal analysis for resolution 1 of the petition, regarding GTC meetings

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="legal analysis resolution 1 of 6"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary 

Date: June 16, 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). At the April 22, 2015, OBC meeting, an additional 60 days (June 21, 2015) was provided to the Law and Finance Offices in order to complete their respective analyses.

Status

<i>Analysis</i>	<i>Status</i>	<i>Date Accepted by the OBC</i>
Legislative	Complete	April 22, 2015 (resolutions 1-6)
Legal	Due to OBC on: July 8, 2015	May 13, 2015 (resolution 2)
Financial	Due to OBC on: July 8, 2015	

The legal analysis for resolution 1, regarding GTC meetings, has been submitted and requires acceptance by the OBC.

The remaining legal and financial analyses are in process and are not due to come to the OBC until the July 8, 2015, meeting.

Requested OBC Action

1. Accept the legal analysis for resolution 1 of the petition, regarding GTC meetings.

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M E M O R A N D U M

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel 

DATE: June 12, 2015

SUBJECT: Genskow – Petition – Scheduling General Tribal Council Meetings

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 five Whereas sections.

- “the General Tribal Council meeting held on January 19, 2015 to approve the Oneida Tribal budget did not end until 12:00-midnight”
- “the GTC may place the whole blame for such a long meeting on how the meeting was conducted by the Chair”
- “the entire Oneida Business Committee, who should know better, set up an agenda that placed “old Business”- The Oneida One stop on Hwy 54 on the Agenda, BEFORE the \$409,579,723 Budget for 2015”
- The GTC had no idea what would all be involved in addressing the “old Business” regarding the Hwy 54 gas station, and voted to approve the Agenda as presented by the entire Business Committee”
- “GTC meetings allow the Oneida people to be the supreme power of the Oneida Tribe”

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 eight Resolve sections.

- “meetings to approve the yearly Tribal Budget must be held on a Saturday starting at 10:00 am.”
- “the only item that can be offered at the Annual GTC Budget meeting after the Adoption of the Agenda is the Annual Oneida Tribal Budget.”
- “Annual Tribal Budgets must be presented to the GTC in September before the spending of the Budget starts on the first of October.”
- “there will be no acceptable excuse for not presenting an annual budget on time.”
- “the GTC meetings must be held on a Saturday except for the Constitutionally required (at this time) annual and Semi-annual meetings and also Emergency meetings.”
- “Monday night GTC meetings cannot go past 10:00 p.m.”
- “the Business Committee may not remove items from an agenda that the GTC approved but was not completed but must schedule a GTC meeting to complete the agenda.”

- “The Business Committee may not limit the number of GTC meetings per year, which causes over packed agenda which cause GTC meetings that challenge the endurance of GTC members who are disabled.”

To draft this opinion, I have reviewed prior actions of the General Tribal Council, the minutes and transcripts from General Tribal Council meetings between 2008 and 2015, Tribal policies and procedures, and various other resources. This opinion is broken into sections to address the following issues raised in the resolution – information regarding meetings and scheduling meetings.

General Tribal Council Meetings

This section of the opinion will review the General Tribal Council meetings held between January 2010 and March 2015. There were 33 meetings during this time period and of those, 22 meetings had available transcripts, verbatim minutes, or minutes containing a summary of the discussion. The remaining 11 meetings had minutes available which contained the actions taken, but did not yet have the transcripts completed or available. At one of those meetings, no transcript or recording was available as there was an equipment malfunction.

Chairpersons and Types of Meetings

The meetings during this time period were presided over by four elected officials – Chairpersons Rick Hill, Ed Delgado, and Tina Danforth. Vice Chairman Greg Matson chaired one meeting during this period.

There were seven Annual meetings, 5 Semi-Annual Meetings, 6 budget meetings, 12 petitioned for meetings, and 4 meetings called by the Oneida Business Committee. Although, a petition or Oneida Business Committee subject may have appeared on any of the meetings held, they are described by the primary purpose for which they were called.

Length of Meetings

On average, over all 33 meetings, a meeting lasted about 3.6 hours. The following chart shows the average length of different types of meetings, as well as the longest and shortest meeting time for each group.

	Average	Shortest	Longest
Annual Meetings	3.75	3	4.5
Semi-Annual Meetings	3.80	2.5	5.5
Budget Meetings	3.83	2	6
Petitioned for Meetings	3.38	1	6
OBC Called Meetings	3.25	2	4

The budget and the petitioned for meetings lasting 6 hours occurred on a Monday starting at 6:00 p.m. and on a Saturday starting at 10:00 a.m., respectively. The following chart shows when meetings were scheduled to begin.

	10:00 a.m.	1:00 p.m.	6:00 p.m.
Monday	3	0	16
Saturday	9	0	0
Sunday	1	4	0

Agenda Items

Reviewing the meetings between January 2010 and March 2015, there is no indication that just because a meeting begins at 6:00 p.m. or at 10:00 a.m. that it will last longer than about 4 hours. A review of the agendas of the three meetings lasting 5.5 to 6 hours identifies the following subjects at each meeting.

July 5, 2010, Semi-Annual Meeting, 5.5 Hours

- 3 sets of minutes
- Treasurer's Report
- GTC Stipend Petition
- Organizational Report
- Legislative Procedures Act
- Land Acquisition Plan
- Acquire Land Parcel
- Judiciary Act Status Report
- Constitutional Amendments Report
- GTC Directives Update Report

November 15, 2014, Petition for Meeting, 6 Hours

- Secretarial Election Update
- Petitions
 - Land Use Plan
 - Tribe to Pay Real Estate Taxes
 - Signatories on Petitions
 - Petitioners Respond to Questions
 - Develop Stall Mall

January 19, 2015, Budget meeting, 6 Hours

- One Stop Remodel
- Budget

Looking at other agendas during this time period, it appears that it is consistent with the types of agendas presented above. For example, the November 20, 2010, agenda contained a presentation of the Judiciary Law and the Legislative Procedures Act and was 4 hours long; compared to the May 23, 2011, agenda which contained three proposed amendments to the Personnel Policies and Procedures and two petitions and was also four hours long. On the other hand, the September 21, 2013, agenda which contained only the budget and was 2 hours long; compared to the November 21, 2011, agenda contained a single petition with nine separate resolutions and lasted only 2.5 hours.

Based on the above information, it is not clear when a meeting will last 2 hours, 4 hours, 6 hours or potentially even longer. It appears that the number of subjects and the type of subjects (reports, budgets, petitions, legislation) are not indicators of matters the membership will take an interest in and have a great deal of discussion.

Recalling discussions with prior Oneida Business Committee's regarding setting agendas and a review of the agendas identifies that the Oneida Business Committee is guided by two competing directions. First, the agenda is set up consistently in a specific order – adopt agenda, minutes, new business, old business, tabled business, adjourn. If there are no items in one of those categories, it is not included. Second, the Oneida Business Committee attempts to place similar items on the same agenda where that is possible. For example, at the budget meeting in 2010, the agenda also contained petitions that had a financial impact regarding a hyperbaric oxygen chamber, a pay increase, and a game farm; at the budget meeting in 2015, the agenda contained a request to authorize the cost of the Highway 54 One Stop remodel project. At the 2013 Semi-Annual meeting, the agenda contained two 2012 referendums and a petition regarding boards, committees and commissions; at petitioned for meeting in July 2013, the agenda contained petitions and 2012 referendum questions all related to child custody and support matters; and finally, at a October 2013 petitioned for meeting, the agenda contained both petitions and remaining 2012 referendum questions regarding employment and SEOTS.

However, there have also been numerous occasions where there were petitions or referendums that were ready for presentation to the General Tribal Council, but there was no grouping of subjects or ideas that could be brought forward. In those circumstances, the petitions and referendums were placed on agendas in chronological order of receipt of the petition or referendum. Most agendas contain four to six items for action.¹ It also appears that most agendas are completed.

There have been occasions where a meeting has been adjourned prior to concluding an agenda. In those cases, the General Tribal Council has taken action to defer the items to another meeting or agenda. In very few cases, the General Tribal Council has adjourned a special meeting without taking action on the agenda items. In each of those circumstances, the Chair has notified the members that this would result in the items not being brought back to the General Tribal Council. This has resulted in the motion to adjourn being withdrawn to table the remaining items or to direct when the remaining items should be brought back.²

Budget Meeting Agendas

This petition discusses agendas specifically regarding budget meetings. The chart below shows this information for all budget meetings between January 2010 and March 2015.

Meeting Date	Agenda	Length of Meeting	Modify Agenda	Limit Discussion
Saturday, January 30, 2010	Budget Presentation Higher Education Resolution Budget Action	5	No	Yes
Saturday, September 18, 2010	Budget Presentation P- Hyperbaric Oxygen Chamber P- Wage Increase Game Farm Land Acquisition - Deferred Item Budget Adoption	4	Yes	No
Monday, November 28, 2011	Organization Restructure Update Budget Presentation Budget Action	3	No	No
Monday, September 17, 2012	Budget presentation Budget Action Per Capita Plan Update	3	No	No
Saturday, September 21, 2013	Budget Presentation Budget Action	2	No	No
Monday, January 19, 2015	Hwy 54 One Stop Financing Budget Presentation Budget Action	6	No	Yes

¹ This excludes actions such as adjourning the meeting and minutes as these generally do not generate significant discussion. As identified below, adoption of the agenda can generate significant discussion, however, this is not counted in the number as an action item.

² Note, as identified in the summary of Rules of Order for General Tribal Council, an item not addressed at an Annual or Semi-Annual meeting is automatically moved to the next Annual or Semi-Annual meeting. However, an item on a special meeting automatically dies if not addressed and not moved to another agenda.

The one budget meeting in which the agenda was modified resulted in the Budget Presentation and the Budget Adoption items being moved to last on the agenda. This resulted in members not hearing about the budget and then having discussion/action regarding additional impacts on the budget – i.e. services, wages, business expenses, and a deferred item from a prior meeting. However, since the agenda was already technically set up to address the additional items before acting on the budget, it is not a significant impact procedurally.

Motions to Limit Discussion – Budget Meetings and In General

A motion to limit discussion was made in a little less than half of the 33 meetings reviewed. Across the board, it is more likely that discussion will be limited at a petitioned for meeting than on any other occasion. When a motion to limit discussion to a specific time period and repeat opportunities to speak is presented, they are generally accepted. Most of those motions call for a range of 2 to 3 minutes per speaker. A very few of these motions also limit the amount of time for presentations, even fewer attempt to limit the amount of time for discussion. The chart below identifies this information regarding motions made to limit discussion.

	Motion to Limit Discussion		
	Yes	No	Failed
Annual Meetings	1	5	0
Semi-Annual Meetings	1	3	1
Budget Meetings	2	4	0
Petitioned for Meetings	7	3	2
OBC Called Meetings	0	4	0

However, what is interesting is that if members take action to limit discussion by setting a time limit per person and when members can speak a second time, it appears to cause budget meetings to last longer. Both of the budget meetings in which this occurred resulted in meetings that were 1 to 2 hours longer than the average meeting or average budget meeting length. This may be because more members felt they had an ability to speak, or members were more likely to listen to a greater number of speakers with a broader array of questions than if fewer speakers were recognized with more specific technical questions.

A review of the remainder of the meetings identifies no relationship between a motion to limit discussion and the length of the meetings.³ Listed below are subjects appearing on the agenda of meetings lasting 5 or more hours which have both motions to limit discussion and no motion to limit discussion. Nothing in this list would indicate that a meeting is likely to last longer than other meetings. Every type of meeting, except Annual meetings, has both long and short meetings.

Budget	Judiciary Update	Waste to Energy-OSGC Petition
Higher Education Scholarship	Constitutional Amendments	Real Estate Taxes Petition
Semi-Annual Reports	General Tribal Council Directives	Publication of Signatures Petition
Minutes	Vision and Priorities Report	Presenters Responding Petition
Legislative Procedures Act	Per Capita Options	Stall Mall Petition
Land Acquisition Plan	Per Capita Petition	Hwy 54 One Stop Financing

³ In addition, there appears to be no relationship between who is chairing the meeting and the length of the meeting.

Action on Adoption of the Agenda

A review of the meeting minutes for the 33 meetings between January 2010 and March 2015 identifies that at 17 of those 33 meetings the members modified the agenda. These modifications involved shifting items from one part of the agenda to another. In a few instances, this included deleting items from the agenda. Finally, one motion attempted to add an item to the agenda. A database has been developed containing all of these motions and related actions. Because it is a large document, it has been forwarded to the Secretary's Office to place on the Tribe's website on the Member's Only pages.

A review of the 23 motions made to modify the agenda identify that 5 failed and 2 were ruled out of order.⁴ Of the 23 motions, 11 of those motions were made by a single person.⁵ The table below shows how the motion to amend the agenda ranges across different types of meetings.⁶

	Pass	Fail	Adopt
Annual Meetings	5	2	2
Semi-Annual Meetings	1	1	5
Budget Meetings	2	0	4
Petitioned for Meetings	8	3	4
OBC Called Meetings	0	1	4

Agenda items have been moved for various reasons. In budget meetings, it has been to move items affecting the budget prior to adoption of the budget. In Annual meetings, the purpose has generally been to move the Treasurer's Report to the beginning of the agenda, or action regarding the Judiciary or Legislative Procedures Act, or the Secretarial Election and 2014 Comprehensive Plan. At a petitioned for meeting, the reasons are much more diverse, but generally involve moving petition items up or down on the agenda before other petitions, to move reporting before petitions, the opposite action, to move petitions before reporting.

Almost half of the meetings reviewed had the agenda modified. Of the 7 motions to amend the agenda which have failed, in all but one circumstance, the agenda was adopted as presented. The petitioner has made almost half of the motions to amend the agenda between January 2010 and March 2015. Those motions have occurred in all types of meetings except Semi-Annual meetings, two of the motions failed and one of the motions was ruled out of order.

Discussion

As identified above, 11 of the 33 meetings did not have transcripts or extended information in the minutes. The discussion in this section reflects all of the actions identified in all 33 meetings. However, in some circumstances, such as when reviewing discussion in the meetings, the review reflects only the 22 meetings in which a transcript or extended set of minutes were available.

⁴ One motion was ruled out of order because it attempted to table an item during adoption of the agenda; the second was ruled out of order because it attempted to add an item to the agenda in violation of the Ten Day Notice Policy.

⁵ The remainder of the motions were made by one individual making three motions, one individual making two for the motions, and five individuals making one motion each.

⁶ Note, these numbers do not add up to the total number of meetings because some motions failed to pass, and on some occasions there was more than one motion or amendment regarding the adoption of the agenda.

This analysis looks at five elements – speakers, points of order or privilege question, motions, seconds, and discussion. Each speaker is identified the first time they speak and given a number in sequential order to try to track changes in who is speaking. Every point of order or privileged question is identified to try to determine interruptions to the flow of a meeting. Each motion and second to a motion is identified to determine the level of involvement in a meeting. Finally, discussion is identified to determine who is involved in asking questions or providing comments in a meeting. Discussion was defined as the set of questions or comments regarding a single subject, not each time an individual spoke.

An attached chart provides detail regarding each meeting for the above elements – “*General Tribal Council Meetings Summary Information.*” The chart also includes the day and date of the meeting, the type of meeting, the Chair, when the meeting started and the length of the meeting. Below are highlights of that information. A table is also included which shows this information regarding speakers in graph form – “*Speech at General Tribal Council Meetings January 2010 to March 2015.*”

In 20 of the 22 meetings, there was more discussion than motions or procedural actions. During 6 of the 22 meetings, there were more procedural actions than motions.⁷ At three of the 22 meetings, there were more procedural actions than motions or discussions.

- Petition - 31 procedural actions, 26 discussion groups, and 18 motions.
- Petition - 14 procedural actions, 13 discussion groups, and 9 motions.
- Business Committee Called - 34 procedural actions, 14 discussions, 13 motions.

Of the 22 meetings analyzed, there were 10 meetings with less than 10 procedural actions. Of those ten meetings, only one was a petitioned for meeting, two were budget meetings, the remainder were Annual or Semi-Annual meetings.

The three meetings with the highest procedural actions include two petitioned for meetings and one meeting called by the Oneida Business Committee. Those meetings occurred on a two Monday evenings and a Sunday morning, respectively. The petitioned for meetings lasted 3 and 4 hours. The Business Committee called meeting lasted 2 hours and had 34 procedural actions.

Speakers

At the 33 meetings, there were 264 speakers identified for all meetings. The number of speakers at each meeting fluctuates greatly. Further, looking at all meetings, a total quorum of 49,500 members was present at the meetings, 555 instances of discussion, 322 motions, and 205 procedural actions. A chart showing this information is included with this memo – “*Speakers at General Tribal Council Meetings.*” Some additional brief facts regarding speakers at General Tribal Council meetings follow.

- 17 – speakers who participated in discussion at 10 or more times.
- 82 – speakers who have participated in a meeting only through a motion, a second to a motion, or a procedural action.
- 53 – speakers who have participated in a meeting only by seconding a motion.
- 5 – speakers who have raised 18 or more procedural actions.

⁷ A procedural action is a privileged question or point of order which takes precedence and can interrupt recognized speakers. These procedural actions are often misused in order to gain the floor to ask questions or make a motion.

- 10 – speakers who have spoken only once raising a procedural action.
- 97 – speakers who spoke only once and that was for discussion.
- 32 – average number of speakers at each meeting.
- 23 – average number of speakers recognized to speak at least once at each meeting.

Looking at the top ten most frequent speakers it appears that most of those speakers spend half of their opportunities to speak in discussion, or 8 of the 10 speakers. Two speakers used 62% and 46% of their speaking opportunities in raising privileged questions.

Across the 33 General Tribal Council meetings reviewed it appears that there are a consistent 20 to 25 members, those who have potentially spoken at every General Tribal Council meeting since January 2010. The next 50 or so members appear infrequently during that period, or have a brief period where they were very active, but are not consistently active. The vast majority of members, a little over 200, have spoken less than ten times over the last 33 meetings.

This chart is quite large. An Adobe Acrobat (*.pdf) version of the file has been forwarded to the Secretary's Office to place on the Member's Only website for review by members.⁸ The document is sorted with the highest total speaking opportunities to the lowest total speaking opportunities. There may be errors and misspellings regarding names. Further, some names may be erroneously combined. The chart contains the following columns and information which is available to all members by reviewing and combining information across General Tribal Council meeting minutes.

- Name – the Tribal member's name as it appears in the minutes.
- Appear – this number represents the first occurrence of the member in the minutes beginning in January 2010. Each member is consecutively numbered.
- Totals – the total number of speaking opportunities for procedural actions, discussion, motions, and seconds to a motion.
- PQ/PO – the use of a privilege question or point of order.
- Discussion – each group of related speaking opportunities within a subject matter.⁹
- Motions – a motion made is included whether passing or failing, whether it received a second, and whether it was called out of order.

In addition to this information, each meeting date between January 2010 and March 2015 has received individual analysis and is included in the document.

Scheduling General Tribal Council Meetings

This section of this legal opinion will review scheduling General Tribal Council meetings. Over the years, there have been many petitions submitted which attempt to direct that a meeting be scheduled at a specific date and time. In each of those occasions, the review of those petitions has identified that scheduling General Tribal Council meetings is in the nature of an

⁸ As of finalization of this memo the Adobe Acrobat (*.pdf) file is ready to be forwarded. I am attempting to identify how a working version of the database can be placed on the Member's Only website so that it can be sorted and reviewed from different issues. If this is accomplished, it will be posted in place of the Adobe Acrobat (*.pdf) file.

⁹ It should be noted that others may come up with a different number in "counting" discussion opportunities during a meeting. The goal of this definition was to not over count members who may have been in a dialogue thus "speaking" several times during a single recognized time period. Thus, a question and answer opportunity may have six questions could have been identified as six speaking opportunities is counted as only one discussion opportunity because it was considered a single discussion.

administrative responsibility of the Oneida Business Committee to meet the needs of limited time and space available for those meetings. This becomes more problematic in light of the stipend payment, restriction to conduct meetings on the reservation, and the size of quorums at General Tribal Council meetings. A November 4, 2014, opinion titled “Legal Opinion – Scheduling and Setting Agenda – GTC Meeting” provides a detailed analysis of this issue. A copy of this opinion is included with this opinion.

There are three General Tribal Council actions that affect scheduling a meeting. Two of those actions are regarding the payment of stipends and one action is in regards to where meetings can be held.

In 2007, the General Tribal Council adopted a motion to pay a stipend to members who attend a duly called meeting.

“Motion by Madelyn Genskow that a stipend of \$100 be paid to any General Tribal Council member who attends a GTC meeting and is eligible to vote and stays until the end of the meeting effective in calendar year 2008 and for all time, seconded by Nancy Skenandore.”

This resulted in meetings with a large quorum. This meant that existing spaces needed to be reviewed for new issues, not just sufficient seating. The Secretary’s Office and Oneida Business Committee looked at various facilities and initially utilized the Turtle School gymnasium. While this space could hold a sufficient number of members, it provided concerns regarding the safety of that number of members exiting in the case of an emergency and parking limitations. This left the Radisson as the only available space.

However, as the meeting quorums stabilized toward 1400 to 1800 members, this resulted in the meeting being held across two different rooms. Members recognized this may in part be the result of the members and their children attending meetings. As a result, in 2011, a petition was brought by Madelyn Genskow to amend the GTC Stipend Payment Policy to address some of the experiences over the three years of the stipend payments being made. Resolution # GTC-11-21-11-A was made. The Resolve directed the following.

- That until facilities can be identified that seat 2,500 or more people that individuals in a General Tribal Council meeting shall be limited to members age 21 and over.
- That members leaving the ballroom area and related bathroom facilities shall not be eligible for a stipend payment.
- That the Oneida Business Committee is directed to adopt these amendments in a timely manner and given the abuse identified regarding the stipend payment, that such amendments rise to the level of an emergency.
- That the Oneida Business Committee shall have such amendments in place no later than six months after adoption of this resolution and shall notify members of this change when implemented.
- That the policy amendments shall be presented to the General Tribal Council for final approval.

This resulted in video cameras and microphones being available in all meeting spaces. Although this relieved some stress on meeting space, the Secretary continued to review alternatives that would allow members to be present in a single room. There were several locations identified that were in the area but outside of the Reservation. The Oneida Business Committee originally considered this request. As a result of this action, a petition was brought in 2012 that would

restrict scheduling meetings only within the Reservation. A motion and amendment were adopted as follows.

“Motion by John Orrie to approve the petition that GTC meetings only be held within the boundaries of the reservation and direct the OBC to hold community meetings on this subject over the next 90 days on strategies to alleviate GTC overcrowding, seconded by Yozina Jarvis. Motion carried by a show of hands.”

“Amendment to the main motion by Corinne Zhuckkahosee that the Business Committee and Chief Financial Officer find the money to make sure that all technical components (audio/visual) are available for all rooms used in each forum, that all voting Tribal members can see and hear all of the meeting and be able to vote all at the same time, wherever we have our meetings, seconded by Tina Danforth. Motion carried by a show of hands.”

Available Space for Meetings

Much of the difficulty in scheduling meetings involves available space. As identified in the November 2014 opinion, the average quorum is approximately 1400 to 1800 members. There is one facility within the Reservation boundaries which can house a General Tribal Council meeting, the Radisson Hotel and Conference Center.

The Radisson has three groups of conference rooms available – Three Clans Ballroom, the Iroquois Complex, and the Great Lakes Conference Center. Based on how the seating is set up prior to the meeting, this allows for 1935 to 2035 seats. When reviewing the materials, the Three Clans Ballroom is generally referred to as the “main meeting room” and the Iroquois Complex is generally referred to as the “satellite meeting room.” The Secretary generally reserves all three groups of conference rooms for a General Tribal Council meeting in order to have sufficient seating for each meeting. The Oneida Business Committee has set processes for when each meeting room will be opened and available for seating. The purpose for these rules is to avoid over-capacity in any of the rooms, attempting to have all members in the same meeting room, managing the check-in/check-out process, and managing the meeting itself.

The main meeting room is opened at the time the check-in for the meeting begins. The purpose for this is to avoid members “reserving” seats and moving seats around in the room. Members placing blankets and other items on the seats have caused confusion regarding available space to other members coming into the meeting. However, more importantly, this avoids having the seating moved around in the room. For safety and accessibility reasons, the room is set up with a specific number of seats, width of aisles, width of walkways and keeping chairs from blocking throughways. The meeting room can seat a maximum of 1500 members. The Oneida Business Committee has reduced this seating to approximately 1350 seats to provide greater comfort.

Once the check-in has reached 1250 members, the satellite room is opened for seating. The satellite room can be broken into three sections. The moveable wall has been closed on a third of the room and generally stanchions have been placed to cut off a second section of the room. This is to allow the video and microphones to be set up and make the room more visible to the main meeting room and the Chairperson managing the meeting. It has not been required to date, however, should the sign-in identify a need the moveable wall can be pushed back and open additional seating. This makes seating available in groups of 125 as additional seating is needed.

The final room, the Great Lakes Conference Center, has been reserved but used only once. This set of rooms can hold 210 seats. It is also set up with a video feed and microphone access. These doors are locked until the room is needed.

Because a General Tribal Council meeting requires the use of all of the available meeting space it becomes more difficult to schedule those meetings. The Radisson is also trying to fill available conference space to generate revenue. The Secretary's Office has pre-reserved the conference rooms for the Annual and Semi-Annual meetings because those dates are already known. The remainder of any meetings would be scheduled around activities already scheduled and contracted for by the Radisson and other vendors/groups. The impact of this is that "popular" dates for conferences, weddings, meetings, and other large group activities are generally filled.

General Tribal Council meetings have typically been held on Saturdays. Since adoption of the stipend in 2008, because of the size of the quorum, meetings have been scheduled on Monday evenings and Sundays. The size of the quorum has remained consistent regardless of the date of the meeting; and, as identified above, the length of the meeting is not affected by the day or time of week the meeting is scheduled.

Analysis

This resolution proposes two groups of actions regarding budget meetings and all other General Tribal Council meetings.

- Budget meetings – held on a Saturday in September at 10:00 a.m. with only the budget as a subject and there are no exceptions to presenting the budget in September.
- General Tribal Council meetings – held on a Saturday, except for constitutional meetings, if held on a Monday must end before 10:00 p.m., cannot limit the number of meetings, and cannot remove an item from an agenda if the agenda is not completed.

The reasons for this resolution are identified in the Whereas sections and can be summarized as follows.

- The January 19, 2015, budget meeting concluded at midnight because of:
 - How the Chair conducted the meetings;
 - An old business item was placed on the agenda before the budget; and
 - The members did not know what the old business item was about.

The information above shows that a budget meeting has been called three times on a Saturday and three times on a Monday since 2010. Of those meetings, 5 of the 6 agendas had more than one subject. The meeting with only the budget on the agenda lasted two hours, two of the meetings with update reports lasted 3 hours, and the three meetings with action items lasted 4 hours (4 extra agenda items), 5 hours (1 extra agenda item), and 6 hours (1 extra agenda item). Of those meetings, only one went until midnight.

There is no indication that the subject of the Hwy 54 One Stop remodel project would take any longer than any other subject presented at a budget meeting. In the case of the January 19, 2015 budget meeting, one hour was spent on adoption of the agenda. This involved primarily discussing placing limits on speakers. 2.5 hours was spent on the Hwy 54 One Stop remodel project and 2.5 hours was spent on adoption of the budget. The discussion shows that the members who were recognized to speak had an understanding of the question being asked and

had additional requests to be made regarding the project. Requests regarding gaming activities, restaurants, smoking and tobacco sales were some of the items discussed.

Given the above, the Whereas sections do not appear to accurately identify support for the requested actions. These sections should be clarified or deleted from the resolution in order to provide an accurate legislative history of why the resolution was adopted if that action is taken. In the event interpretation of the Resolve sections are necessary, the information in the Whereas sections would not be helpful and would appear to actually conflict with the historical record.

The Resolve sections identify restrictions regarding scheduling meetings, placing a time to adjourn Monday meetings at 10:00 p.m., placing restrictions on agenda items for budget meetings, and directing that the budget be presented in September. However, as identified above, these additional restrictions may result in further delay of the ability to schedule a General Tribal Council meeting and result in not adequately utilizing the limited time available at General Tribal Council meetings.

As identified above, the Radisson schedules conferences and other activities in its meeting spaces in order to generate revenue. It is in the Tribe's interests to have the Radisson generating revenues from third parties to cover costs of operation that may otherwise be requested from the Tribe. Further, given the size of the General Tribal Council meetings, the Three Clans Ballroom and the Iroquois Complex, at a minimum, will be needed at any scheduled meeting. If the meeting can only be held on a Saturday, then the Oneida Business Committee is either limited to available Saturdays when the conference centers are not booked by third parties, or, book Saturdays throughout the year in anticipation of a meeting and ask the Radisson to forgo that revenue for those dates.

During the five year time period that was reviewed, the budget was delayed in presentation until after the start of the fiscal year on two occasions. However, it has happened infrequently in the past. The most recent delay was the result in a new Oneida Business Committee presenting a budget for approval. This Oneida Business Committee has six new members who were going to be responsible for a budget they had not had the opportunity to develop. As a result, the new Treasurer, Patricia King, asked that the budget adoption be delayed to review and finalize in accordance with the directions of the current Oneida Business Committee. This budget was eventually presented in January 2015. Prior newly elected Oneida Business Committees have asked for the same consideration in presenting a budget immediately following an election. This is not inconsistent with prior actions. If the proposed resolution is acted upon, this may pose difficulties in presentation of a budget immediately following a General Election.

The proposed resolution would limit the number of items placed on a budget meeting agenda. As identified above, all but one of the budget meetings in the past five years have had multiple items on the agenda. One agenda had only the budget as an item, that meeting lasted two hours. Given the cost of publication, gathering members together to attend a meeting, and the subjects waiting to be presented to the General Tribal Council, it would appear that limiting a budget meeting to a single item would not be the best use of the membership's time. Further, this would result in items related to the budget which are ready for presentation being presented after the budget is adopted making approval of those items subject to a two-thirds vote instead of a simple majority.

In the alternative, this would potentially push back implementation of items presented after adoption of the budget to the next fiscal year in order to avoid a two-thirds vote.

The proposed resolution would prohibit the Oneida Business Committee from limiting the number of meetings per year. It is unclear if there is a proposal being developed or presented regarding limiting the number of meetings per year. I am aware that Secretary Hoelt discussed this with the intention of better managing the General Tribal Council schedule and managing the reservation of space at the Radisson in order to preserve the Radisson's ability to generate revenue. However, it was never formally acted upon.

If the reference is to the draft General Tribal Council Meetings Law initial presented at the July 7, 2014, Semi-Annual meeting, there is nothing in this law which would create such a restriction. The closest this proposed law comes to this restriction is in section 11.4-3 which pre-schedules two Special meetings per year, but allows that "additional special meetings may be called in accordance with the Constitution." This action by the General Tribal Council does not appear to be necessary, since any proposal to do so would require action by the General Tribal Council to enforce.

Finally, the proposed resolution would prohibit the Oneida Business Committee from removing items from an adopted agenda if the meeting is concluded prior to the agenda being completed. It is presumed that this is in reference to the proposed General Tribal Council Meetings Law which was presented on the July 2014 Semi-Annual agenda. That agenda was not completed at the meeting and the agenda items were moved to another agenda to conclude. However, the proposed law was not brought back to the subsequent meeting.

The law was originally presented for adoption in the materials mailed to the membership. Prior to the July meeting, members of the Oneida Business Committee had received many comments about the law and suggested amendments and the Oneida Business Committee had determined that they would request the legislation not be adopted. Because the materials were brought to the General Tribal Council by action of the Oneida Business Committee and was not directed to be developed or presented by the General Tribal Council, removal of the item would be at the discretion of the Oneida Business Committee. I.e., that body had developed and presented legislation that it determined required further review and revision based on the comments made by members. Discussion about the item at subsequent General Tribal Council meetings proved consistent with this decision of the Oneida Business Committee that the legislation required further work.

This proposed action does not identify whether it affects only Annual and Semi-Annual meetings, or all General Tribal Council meetings. As identified in prior rulings of the Parliamentarian and presented in "Robert's Rules of Order as Used at General Tribal Council Meetings"¹⁰, agenda items from Annual and Semi-Annual meetings are carried over to the next agenda, items from Special meetings which are not addressed are considered closed and no further action required. This last result has been notified to the members at General Tribal

¹⁰ This is a compilation of procedural rules utilized by the General Tribal Council derived from the minutes of that body. There are deviations from Robert's Rules of Order specifically identified in this document that are consistent with either Tribal law, such as the Ten Day Notice Policy, as well as past practice of the General Tribal Council.

Council meetings since 2008 at least twice to allow the body to add direction regarding the remaining agenda items prior to adjourning the meeting. The rule had greater impact prior to 2008 when a General Tribal Council meeting frequently failed to meet the quorum requirements. This should be clarified prior to action being taken on this rule.

Conclusion

This resolution proposes restrictions on scheduling General Tribal Council meetings and setting agendas. There are no rules in place regarding this, as a result the resolution would require a simple majority vote to adopt. However, if the resolution is considered for adoption, the Whereas sections should be deleted because they are inaccurate.

If you have further questions, please contact me.

General Tribal Council Meetings Summary Information

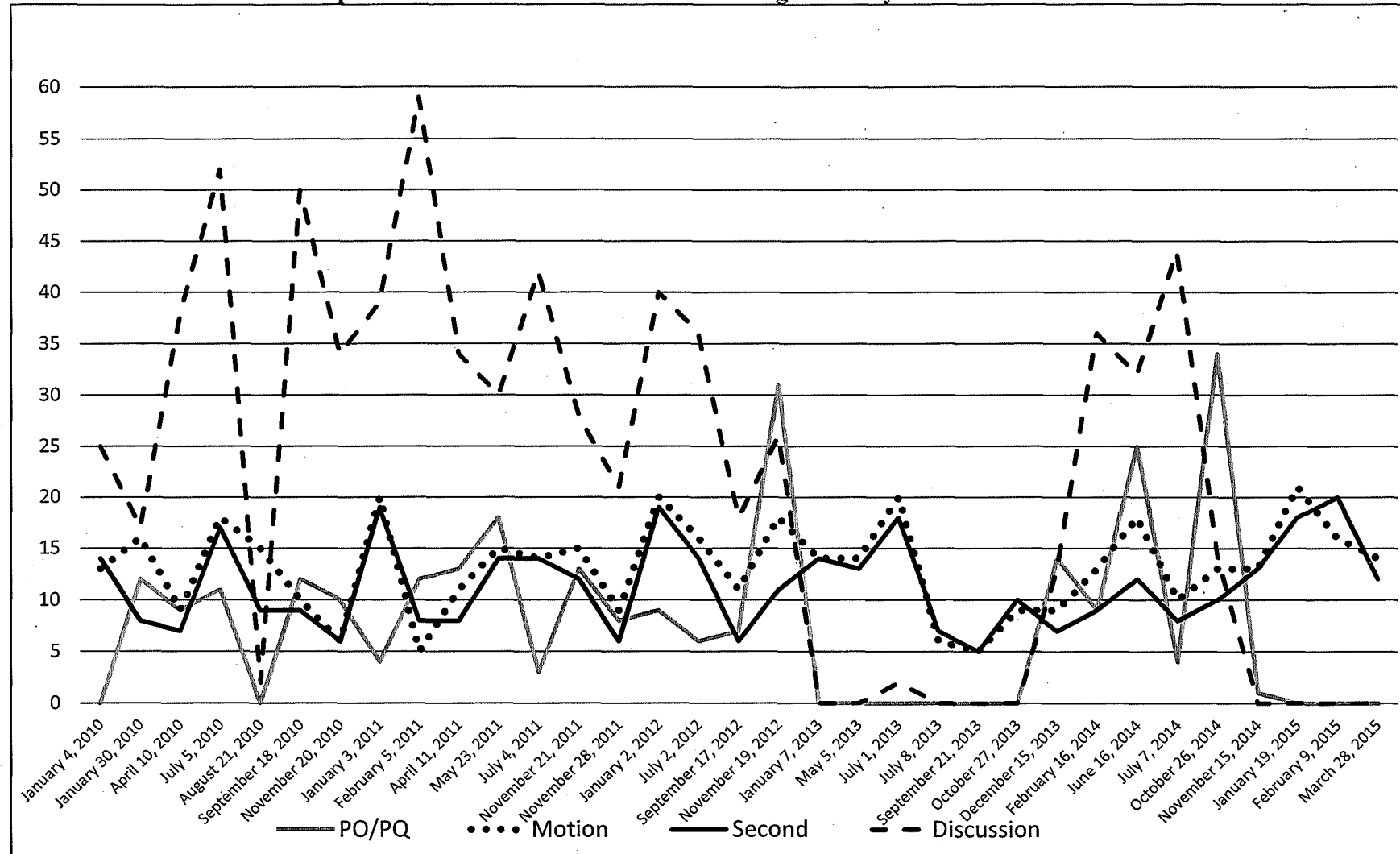
Chair	Type of Meeting	Meeting Date	PO/PQ	Motion	Second	Discussion	Started	Length	Agenda	Discussion
Hill	Annual	Monday, January 04, 2010	0	13	14	25	6:00 PM	4.5	Yes	No
Hill	Budget	Saturday, January 30, 2010	12	16	8	17	10:00 AM	5	No	Yes
Hill	Petition	Saturday, April 10, 2010	9	9	7	38	10:00 AM	3.5	Yes	Yes
Hill	Semi-Annual	Monday, July 05, 2010	11	18	17	52	10:00 AM	5.5	Yes	No
Hill	<i>BC Called</i>	<i>Saturday, August 21, 2010</i>	<i>0</i>	<i>15</i>	<i>9</i>	<i>2</i>	<i>10:00 AM</i>	<i>3</i>	<i>No</i>	<i>No</i>
Hill	Budget	Saturday, September 18, 2010	12	10	9	50	10:00 AM	4	Yes	No
Hill	BC Called	Saturday, November 20, 2010	10	6	6	34	10:00 AM	4	No	No
Hill	Annual	Monday, January 03, 2011	4	20	19	39	6:00 PM	3	No	No
Hill	BC Called	Saturday, February 05, 2011	12	5	8	59	10:00 AM	4	No	No
Hill	Petition	Monday, April 11, 2011	13	11	8	34	6:00 PM	3	Yes	No
Hill	Petition	Monday, May 23, 2011	18	15	14	30	6:00 PM	3.5	No	Yes
Hill	Semi-Annual	Monday, July 04, 2011	3	14	14	42	10:00 AM	4	No	No
Delgado	Petition	Monday, November 21, 2011	13	15	12	28	6:00 PM	2.5	Yes	No
Delgado	Budget	Monday, November 28, 2011	8	9	6	21	6:00 PM	3	No	No
Delgado	Annual	Monday, January 02, 2012	9	20	19	40	10:00 AM	3.5	No	No
Delgado	Semi-Annual	Monday, July 02, 2012	6	16	14	36	6:00 PM	2.5	No	No
Delgado	Budget	Monday, September 17, 2012	7	11	6	18	6:00 PM	3	No	No
Delgado	Petition	Monday, November 19, 2012	31	18	11	26	6:00 PM	4	No	Yes
Delgado	<i>Annual</i>	<i>Monday, January 07, 2013</i>	<i>0</i>	<i>14</i>	<i>14</i>	<i>0</i>	<i>6:00 PM</i>	<i>4.5</i>	<i>Yes</i>	<i>Yes</i>
Delgado	<i>Petition</i>	<i>Sunday, May 05, 2013</i>	<i>0</i>	<i>14</i>	<i>13</i>	<i>0</i>	<i>1:00 PM</i>	<i>5</i>	<i>Yes</i>	<i>Yes</i>
Delgado	<i>Semi-Annual</i>	<i>Monday, July 01, 2013</i>	<i>0</i>	<i>20</i>	<i>18</i>	<i>2</i>	<i>6:00 PM</i>	<i>3</i>	<i>No</i>	<i>Yes</i>
Delgado	<i>Petition</i>	<i>Monday, July 08, 2013</i>	<i>0</i>	<i>6</i>	<i>7</i>	<i>0</i>	<i>6:00 PM</i>	<i>1</i>	<i>Yes</i>	<i>No</i>
Delgado	<i>Budget</i>	<i>Saturday, September 21, 2013</i>	<i>0</i>	<i>5</i>	<i>5</i>	<i>0</i>	<i>10:00 AM</i>	<i>2</i>	<i>No</i>	<i>No</i>
Delgado	<i>Petition</i>	<i>Sunday, October 27, 2013</i>	<i>0</i>	<i>9</i>	<i>10</i>	<i>0</i>	<i>1:00 PM</i>	<i>3</i>	<i>Yes</i>	<i>No</i>
Delgado	Petition	Sunday, December 15, 2013	14	9	7	13	1:00 PM	2	No	Yes
Delgado	Annual	Sunday, February 16, 2014	9	13	9	36	1:00 PM	3	Yes	No
Matson	Petition	Monday, June 16, 2014	25	18	12	32	6:00 PM	3	No	Yes

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Chair	Type of Meeting	Meeting Date	PO/PQ	Motion	Second	Discussion	Started	Length	Agenda	Discussion
Delgado	Semi-Annual	Monday, July 07, 2014	4	10	8	44	6:00 PM	4	No	No
Danforth	BC Called	Sunday, October 26, 2014	34	13	10	14	10:00 AM	2	No	No
<i>Danforth</i>	<i>Petition</i>	<i>Saturday, November 15, 2014</i>	<i>1</i>	<i>13</i>	<i>13</i>	<i>0</i>	<i>10:00 AM</i>	<i>6</i>	<i>Yes</i>	<i>No</i>
<i>Danforth</i>	<i>Budget</i>	<i>Monday, January 19, 2015</i>	<i>0</i>	<i>21</i>	<i>18</i>	<i>0</i>	<i>6:00 PM</i>	<i>6</i>	<i>No</i>	<i>Yes</i>
<i>Danforth</i>	<i>Annual</i>	<i>Monday, February 09, 2015</i>	<i>0</i>	<i>16</i>	<i>20</i>	<i>0</i>	<i>6:00 PM</i>	<i>4</i>	<i>Yes</i>	<i>No</i>
<i>Danforth</i>	<i>Petition</i>	<i>Saturday, March 28, 2015</i>	<i>0</i>	<i>14</i>	<i>12</i>	<i>0</i>	<i>10:00 AM</i>	<i>4</i>	<i>Yes</i>	<i>Yes</i>

*Meetings in italics do not have transcripts or extended minutes.

Speech at General Tribal Council Meetings January 2010 to March 2015



Note, there are no transcripts or extended minutes for August 21, 2010, January 7, 2013 to October 27, 2-13, and November 15, 2014 to March 2015.

Speakers at General Tribal Council Meetings

Type of Meeting	Meeting Date	PQ/PO	Motions	Second	Discussion	Total Speakers
Annual	Monday, January 04, 2010	0	10	13	18	26
Budget	Saturday, January 30, 2010	8	12	7	14	30
Petition	Saturday, April 10, 2010	6	6	7	16	24
Semi-Annual	Monday, July 05, 2010	9	13	13	25	38
<i>BC Called</i>	<i>Saturday, August 21, 2010</i>	<i>0</i>	<i>12</i>	<i>7</i>	<i>2</i>	<i>17</i>
Budget	Saturday, September 18, 2010	10	9	9	33	35
BC Called	Saturday, November 20, 2010	5	5	6	25	29
Annual	Monday, January 03, 2011	3	12	16	23	33
BC Called	Saturday, February 05, 2011	5	4	7	47	49
Petition	Monday, April 11, 2011	7	9	7	29	37
Petition	Monday, May 23, 2011	13	10	12	24	42
Semi-Annual	Monday, July 04, 2011	3	9	10	31	41
Petition	Monday, November 21, 2011	7	7	11	19	31
Budget	Monday, November 28, 2011	4	7	5	16	24
Annual	Monday, January 02, 2012	5	10	12	26	34
Semi-Annual	Monday, July 02, 2012	6	7	9	27	34
Budget	Monday, September 17, 2012	4	8	5	13	20
Petition	Monday, November 19, 2012	13	10	10	19	33
<i>Annual</i>	<i>Monday, January 07, 2013</i>	<i>0</i>	<i>12</i>	<i>11</i>	<i>0</i>	<i>23</i>
<i>Petition</i>	<i>Sunday, May 05, 2013</i>	<i>0</i>	<i>11</i>	<i>10</i>	<i>0</i>	<i>19</i>
<i>Semi-Annual</i>	<i>Monday, July 01, 2013</i>	<i>0</i>	<i>12</i>	<i>12</i>	<i>1</i>	<i>22</i>
<i>Petition</i>	<i>Monday, July 08, 2013</i>	<i>0</i>	<i>6</i>	<i>6</i>	<i>0</i>	<i>12</i>
<i>Budget</i>	<i>Saturday, September 21, 2013</i>	<i>0</i>	<i>5</i>	<i>4</i>	<i>0</i>	<i>12</i>
<i>Petition</i>	<i>Sunday, October 27, 2013</i>	<i>0</i>	<i>5</i>	<i>9</i>	<i>0</i>	<i>13</i>
Petition	Sunday, December 15, 2013	9	5	6	12	19
Annual	Sunday, February 16, 2014	8	10	8	19	27
Petition	Monday, June 16, 2014	10	13	11	19	37
Semi-Annual	Monday, July 07, 2014	3	8	6	29	38

BC Called	Sunday, October 26, 2014	22	9	8	11	32
<i>Petition</i>	<i>Saturday, November 15, 2014</i>	<i>1</i>	<i>10</i>	<i>10</i>	<i>0</i>	<i>19</i>
<i>Budget</i>	<i>Monday, January 19, 2015</i>	<i>0</i>	<i>13</i>	<i>14</i>	<i>0</i>	<i>26</i>
<i>Annual</i>	<i>Monday, February 09, 2015</i>	<i>0</i>	<i>11</i>	<i>14</i>	<i>0</i>	<i>18</i>
<i>Petition</i>	<i>Saturday, March 28, 2015</i>	<i>0</i>	<i>10</i>	<i>10</i>	<i>0</i>	<i>16</i>
Total		160	193	198	495	713
Average of 22 meetings		7	9	9	23	32

Explanation of Charts

The columns in this chart reflect the individual speaker, not how many times he or she spoke. For example, On January 4, 2010, there were 25 instances of discussion. The chart above shows those 25 instances of discussion were made by 18 different people. And although there may be a total of 52 instances of speaking at that meeting, those instances were made by 26 different people. If you reviewed the chart posted on the website titled “Discussion – GTC Meetings – January 2010 to March 2015”, you would see that 14 of those 26 people, a little over half, only spoke once during that meeting and ten those occurring as “discussion.” That would mean that of the 18 people speaking in discussion, 8 people accounted for half of the discussion.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

1. Accept the legislative analyses for resolutions 1-3 of the petition.
2. Provide an additional 60 days for the Law and Finance Offices to submit the appropriate analyses.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:


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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary 

Date: June 16, 2015

Re: Petitioner Madelyn Genskow: Request Special GTC meeting to address 3 resolutions

Background

The above referenced petition was submitted to the Tribal Secretary's Office on March 30, 2015, and verified by the Enrollment Department. The petition was submitted to the Oneida Business Committee (OBC) agenda and accepted at the April 8, 2015, meeting. The Legislative, Legal and Financial analyses were requested in 60 days (June 7, 2015).

Status

<i>Analysis</i>	<i>Status</i>	<i>Date Accepted by the OBC</i>
Legislative	Due to OBC on: June 24, 2015	
Legal	Due to OBC on: June 24, 2015	
Financial	Due to OBC on: June 24, 2015	

The legislative analyses for resolutions 1-3 have been submitted and require acceptance by the OBC.

The legal analyses are in process but require an additional time. This, in turn, will also push back the preparation of the financial analyses. It is important to note that there are multiple resolutions included in this single petition. Each resolution requires its own research as demonstrated in the legislative analyses.

Requested OBC Action

1. Accept the legislative analyses for resolutions 1-3 of the petition.
2. Provide an additional 60 days for the Law and Finance Offices to submit the appropriate analyses.

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

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



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Statement of Effect

Petition Resolution 1: OBC Accountability

Summary

On March 30, 2015, the Tribal Secretary's Office received a petition which states "we the undersigned General Tribal Council members request a special GTC meeting to review and consider the attached resolutions. In the event that public hearings are required we direct the Business Committee to hold the required Public hearings and bring these resolutions to the GTC intact." The petition further requests that the meeting be held on a Saturday.

The Petition was verified by the Enrollment Project Specialist on March 31, 2015, and on April 22, 2015, the Oneida Business Committee (OBC) directed the Legislative Reference Office to complete a legislative analysis on the petition. This Statement of Effect addresses the first of three resolutions attached to the Petition, pertaining to OBC Accountability.

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

Legislative Analysis

According to this Resolution, it appears that the OBC cannot make public statements regarding certain problems in the Tribe without a majority vote by the OBC. The Resolution further claims that this has caused General Tribal Council directives from being carried out. An example was made that states that Resolution 11-15-08-C requiring full disclosure was never carried out.

This Resolution seeks to add a permanent item to the agenda for all Annual and Semi-Annual General Tribal Council meetings which requires each OBC member to verbally report if they know of any General Tribal Council directives that are not being carried out. The Resolution requires this verbal report to be the first item on the agenda; in addition, this item cannot be deleted from the agenda.

This Resolution has no legislative impact at this time. Please consult the legal and fiscal analyses to determine if this Resolution has any legal or fiscal impacts.

Conclusion

Adoption of this Resolution would not affect any current Tribal legislation.

Oneida Tribe of Indians of Wisconsin Legislative Reference Office

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



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Statement of Effect

Petition Resolution 2: Repeal Judiciary

Summary

On March 30, 2015, the Tribal Secretary's Office received a petition which states "we the undersigned General Tribal Council members request a special GTC meeting to review and consider the attached resolutions. In the event that public hearings are required we direct the Business Committee to hold the required Public hearings and bring these resolutions to the GTC intact." The petition further requests that the OBC coordinate with the petitioner on the time of the meeting.

The Petition was verified by the Enrollment Project Specialist on March 31, 2015, and on April 22, 2015, the Oneida Business Committee (OBC) directed the Legislative Reference Office to complete a legislative analysis on the petition. This Statement of Effect focuses on Resolution 2, pertaining to the repeal of GTC Resolution 01-07-13-B, which adopted the Judiciary Law; the repeal of GTC Resolution 01-07-13-B, which, according to the Resolution, has been used abusively by the OBC; restores Resolution GTC-11-15-08-C to provide full disclosure to the Oneida people regarding how their money is spent; and requires full disclosure to all contracts, not just corporate.

Submitted by: Lynn A. Franzmeier, Staff Attorney; and Candice E. Skenandore, Legislative Analyst; Legislative Reference Office

Legislative Analysis

The "Whereas" section of the Resolution states that after the General Tribal Council (GTC) adopted Resolution GTC-01-07-13-B: Adoption of the Judiciary Law, GTC then adopted Resolution GTC-07-01-13-A: Adoption of Corrective Amendments to the Oneida Code of Laws and Oneida Tribal Policies Regarding References to the Oneida Appeals Commission and/or Oneida Judicial System. According to the Resolution, GTC-07-01-13-A was used by the OBC as authority to pass Resolution BC-06-25-14-B which, in part, adopted amendments to the Open Records and Open Meetings Law.

The Resolution points out two sections of the Open Records and Open Meetings Law: 7.4(b) which states "Contracts or other agreements which specifically prohibit disclosure of the content of the contract or agreement to third parties"; and 7.18 which states "The Judiciary shall have the power, in its discretion and upon good cause shown, to issue an appropriate order, injunction or prohibition to declare any action taken in violation of this law void in whole or in part." The Resolution states the Business Committee has misled GTC and "now the contracts and how the Oneida tribal money is spent is once again kept secret from the Oneida people." According to the Resolution, GTC Resolution 11-15-08-C states "no agent of the Tribe shall enter into any

agreement with any corporation that prohibits full disclosure of all transactions (receipts and expenditures, and the nature of such funds) and that such an agreement is not binding to the Tribe...”

The Resolution declares GTC will regain its authority as the supreme power of the Oneida Tribe and also repeals GTC Resolution 01-07-13-B.

Repealing the Judiciary Law may have a legislative impact on additional Tribal laws that were adopted based, at least in part, on the Judiciary Law, including:

- Rules of Civil Procedure
- Rules of Evidence
- Rules of Appellate Procedure
- Family Court
- Family Court Rules
- Judicial Canons of Ethics

In addition, approximately 25 additional Tribal laws were amended to remove references to the Oneida Appeals Commission and add the Judiciary. If GTC-01-07-13-B is repealed, Tribal laws that reference the Judiciary based on that Resolution may need to be updated to reflect the proper judicial system of the Tribe, if any.

This Resolution also repeals GTC Resolution 07-01-13-A which allowed the OBC to make corrective amendments to the Oneida Code of Laws and Oneida Tribal Polices regarding references to the Oneida Appeals Commission and/or the Oneida Tribal Judicial System. There is no legislative impact associated with this portion of the Resolution.

This Resolution also “restores” GTC Resolution 11-15-08-C, implying that GTC Resolution 11-15-08-C is not being followed. GTC Resolution 11-15-08-C is still in effect and, among other things, requires that 1) all Treasurer reports include an independently audited annual statement that provides the status or conclusion of all receipts and debits in possession of the Treasurer, including but not limited to all corporations owned in full or in part by the Tribe; 2) all Treasurer’s reports to the GTC at annual and semi-annual GTC meetings include independently audited annual financial statement that provides the status or conclusion of all receipts and debits in possession of the Treasurer including, but not limited to component units (Tribally chartered corporations, and autonomous entities, limited liability companies, states chartered corporations, any tribal economic development authority, boards, committees and commissions, vendors and consultants owned in full in party by the Tribe; and 3) no agent of the Tribe can enter into any agreement with any corporation that prohibits full disclosure of all transactions and that such agreement is not binding to the Tribe.

This Resolution states that restoring GTC Resolution 11-15-08-C will provide full disclosure to the Oneida people regarding how their money is spent. In addition, this Resolution claims to provide full disclosure to all contracts, not just corporate contracts; however, the Open Records Open Meetings Law exempts inspection and copying contracts which specifically prohibit disclosure of the content of the contract to third parties from inspection and copying [*See Open Records Open Meetings 7.4-1 (b)*].

Please consult the legal and fiscal analyses to determine if this Resolution has any legal or fiscal impacts. A two-thirds vote by GTC is required in order to adopt this Resolution [*See Oneida Tribal Council Ten Day Notice Policy, III.1.a.3*].

Conclusion

Adoption of this Resolution would repeal the Judiciary Law and may result in a need to amend the Open Records and Open Meetings law and various laws that (1) were adopted to compliment the Judiciary Law; and (2) reference the Judiciary.

Oneida Tribe of Indians of Wisconsin Legislative Reference Office

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



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Statement of Effect

Petition Resolution 3: Open Records Law

Summary

On March 30, 2015, the Tribal Secretary's Office received a petition which states "we the undersigned General Tribal Council members request a special GTC meeting to review and consider the attached resolutions. In the event that public hearings are required we direct the Business Committee to hold the required Public hearings and bring these resolutions to the GTC intact." The petition further requests that the OBC coordinate with the petitioner on the time of the meeting.

The Petition was verified by the Enrollment Project Specialist on March 31, 2015, and on April 22, 2015, the Oneida Business Committee (OBC) directed the Legislative Reference Office to complete a legislative analysis on the petition. This Statement of Effect focuses on Resolution 3, pertaining to the Open Records Open Meetings Law.

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

Legislative Analysis

This Resolution claims that a Tribal member made a request to the Oneida Records Management Department on March 25, 2015 to research 1) minutes and audio for General Tribal Council meetings where by a motion was made to create the Ombudsperson position; and 2) General Tribal Council action to create the Internal Services position. According to this Resolution, this request was refused citing section 7.7-7 of the Open Records Open Meetings Law which requires a request to be sufficient in that it "reasonably describes the record or the information sought." This section goes on to state that "a request for a record without reasonable limitation as to subject matter or length of time represented by the record does not constitute a sufficient request" [See *Open Records Open Meetings Law 7.7-7*].

The Resolution states that past requests have been approved and that members of the General Tribal Council need to access Tribal records in order to hold the OBC and management accountable. In addition, the Resolution claims that a Tribal member requested information regarding the General Manager's content; however, was told that Tribal members did not have access to this information.

This Resolution is ordering that the General Tribal Council approve the Open Records and Open Meetings Law. The Open Records and Open Meetings Law (Law) was adopted and amended by the OBC pursuant to the following resolutions: BC 1-12-05-B, BC 04-12-06-KK and BC 10-14-09-B. This Law gives either the OBC or the General Tribal Council the authority to amend the Law [See 7.2-2]. If the intent of the Resolution is to only allow the General Tribal Council to amend this Law or to adopt laws pertaining to open records and open meetings, then the current

Law will need to be amended or repealed pursuant to the Legislative Procedures Act. The Resolution itself, if adopted, would not result in any amendments to the Law.

Please consult the legal and fiscal analyses to determine if this Resolution has any legal or fiscal impacts.

Conclusion

Adoption of this Resolution would require future amendments to or the repeal of the Open Records and Open Meetings Law.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 15

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

1. Accept the update on the administrative analyses as information.
2. Accept the update on the request for resolutions and determine next steps.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Memo

To: Oneida Business Committee

From: Lisa Summers, Tribal Secretary 

Date: June 1-, 2015

Re: Petitioner Frank Cornelius: Special GTC meeting to address four resolutions

Background

The above referenced petition was submitted to the Tribal Secretary's Office on April 28, 2015, and verified by the Enrollment Department. The petition was submitted to the Oneida Business Committee (OBC) agenda and accepted at the May 13, 2015, meeting. The Legislative, Legal and Financial analyses were requested in 60 days (July 12, 2015) and Administrative analyses were requested in 30 days (June 12, 2015).

Status

<i>Analysis</i>	<i>Status</i>	<i>Date Accepted by the OBC</i>
Administrative	Due to OBC on: June 24, 2015	
Legislative	Due to OBC on: July 22, 2015	
Legal	Due to OBC on: July 22, 2015	
Financial	Due to OBC on: July 22, 2015	

Administrative Analyses

The administrative analyses have been submitted and require acceptance by the OBC.

Update re: Request for resolutions

At the May 27, 2015, regular OBC meeting, OBC reviewed a memorandum from the LOC regarding the petition. My office was directed to follow up with the petitioner to obtain the four resolutions referenced in the petition.

My office contacted the petitioner by phone on Tuesday, June 16, 2015, to request the four resolutions referred to in the petition. The petitioner indicated that there are no resolutions. Additionally, for the record, my office is sending a letter with delivery confirmation to the petitioner confirming the phone conversation.

Requested OBC Action

1. Accept the update on the administrative analyses.
2. Accept the update on the request for resolutions.
3. Determine next steps for the petition in order to address concerns in memorandum from the LOC dated May 27, 2015.

Frank Cornelius Petition - Direct Report Responses/Administrative Analyses	
Direct Report	Impact Statement
Bruce Danforth	No Response
Chris Johns	No Response
Dale Wheelock	No impact
Debbie Danforth	There does not appear to be any direct impact to the Oneida Comprehensive Health Division which includes the Oneida Community Health Center, Oneida Behavioral Health, Employee Health Nursing or the Anna John Resident Centered Care Community (AJRCCC).
Dianne McLester Heim	No Response
Don White	No Response
Geraldine Danforth	No Response
Joanie Buckley	The Petitioner's request #3) Direct the Kalihwisaks to print any article as freedom of the press There are potential legal issues of publishing any requests. There could be some articles that may be potentially be unfounded, or hold the tribe liable for the content. I presume this will be covered in the legal review.
JoAnne House	<i>Due at a later date per BC directive</i>
Kaylynn Gresham	No Response
Larry Barton	<i>Due at a later date per BC directive</i>
Louise Cornelius	Not impacted (as long as funds are budgeted and set aside and gaming is not directed to cut their budget).
Melanie Burkhart	No Response
Michele Doxtator	No Response
Nate King	No Response
Pat Pelky – EHS	No impact
Pat Pelky - DOLM	No Response
Ravinder Vir	There does not appear to be any direct impact to the Oneida Comprehensive Health Division which includes the Oneida Community Health Center, Oneida Behavioral Health, Employee Health Nursing or the Anna John Resident Centered Care Community (AJRCCC).
Scott Cottrell	No Response
Troy Parr	No Response

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 27, 2015
Re: Petition: Cornelius-Special GTC meeting to Address 4 Resolutions

A petition was submitted to the Tribal Secretary's Office on April 28, 2015 and the signatures were verified by the Enrollment's Department on the same day. On May 13, 2015, the Oneida Business Committee made a motion to "send the verified petition to the Law, Finance, Legislative Reference and Direct Report Offices for legal, financial, legislative and administrative analyses to be completed. . ."

The petition is requesting a special GTC meeting for Frank Cornelius to report on Seven Generations Corporation and present four resolutions to be voted on by the GTC. This petition lists four resolutions that will be considered by GTC, they include:

- 1) Full forensic investigation on Seven Generations Corporation
- 2) Have Seven Generations Corporation 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 Oneida Business Committee for not dissolving Seven Generations Corporation

The four resolutions were not included with the petition.

BC Resolution # 06-01-05-C requires that resolutions proposed for adoption by the Oneida Business Committee or the Oneida General Tribal Council shall be accompanied by a Statement of Effect and processed through the Legislative Reference Office. However, resolutions that pertain to nominations of individuals to serve on particular entities and resolutions that support a cause or individual do not require a Statement of Effect.

Because the resolutions were not included with the petition the Statement of Effect cannot be prepared. In addition, without knowing the specifics of the resolution, it makes it impossible to complete an informed analysis of the issues to be presented to the General Tribal Council. The LOC requests that the Tribal Secretary's Office reach out to the Petitioner and obtain the four resolutions intended to go to the GTC so the proper analyses can be completed.

Requested Action

For the Oneida Business Committee to obtain the four resolutions identified in the petition.

ONEIDA TRIBE OF INDIANS OF WISCONSIN
Office of the Tribal Secretary

Location:

N7210 Seminary Road
Oneida, WI 54155

Phone: (920)869-2214



Mailing Address:

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

Fax: (920)869-4040

June 19, 2015

Frank Cornelius
N6126 County Rd E
De Pere WI 54115-8558

Dear Mr. Cornelius,

This letter is intended to confirm the phone conversation my office had with you on June 16, 2015.

At the regular Oneida Business Committee (OBC) meeting on May 27, 2015, the following action was taken:

"Motion by David Jordan to direct the Tribal Secretary to reach out to Petitioner Frank Cornelius to request the four resolutions mentioned in the petition be submitted in 30 days, seconded by Lisa Summers. Motion carried unanimously."

In order to comply with the OBC directive, my office contacted you on June 16, 2015, to inquire about the four resolutions referenced in the petition you submitted on April 28, 2015. You indicated there were no resolutions.

I'd like to thank you for taking time to converse with my office.

Best regards,

Lisa Summers, Tribal Secretary
Oneida Tribe of Indians of Wisconsin

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 07 / 08 / 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 John E. Powless, Jr. 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 that a progress report is submitted in 45 days 4) Direct the Direct Report Offices to submit the appropriate 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 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 June 17, 2015, the Tribal Secretary's office received a petition which states the following:

"Petition for a per capita payment of \$3,000 for everyone over 18 years of age and \$5,000 for those over 62 years of age. Per capita payment goes directly to the tribal member and is exempt from child support payments. Per capita to be paid out by December 1, 2015."

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 John E. Powless, Jr.
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

P.O. BOX 365, ONEIDA, WI 54155-0365

PHONE: (920) 869-6200 * 1-800-571-9902 FAX: (920) 869-2995

www.oneidation.org/enrollment



TO: Oneida Business Committee

FROM: Cheryl Skolaski, Enrollment Director *Cheryl Skolaski*

DATE: June 17, 2015

SUBJECT: GTC Petition Verification

Received GTC Petition from John E Powless Jr re: Per Capita Payment of \$3,000 for 18 & over & \$5,000 for 62 & over to be paid 12/1/2015 (No child support withholding).

Verified signatures on petition.

- 53 signatures were submitted,
- 51 signature were verified as valid,
- 2 signatures – member was not 21,

Verified by:

Cheryl Skolaski
Signature/Title

6/17/15
Date

If you have any questions, please feel free to contact me.

PETITION FORM

5/15/15 Signatures Verified
② Not 21 Cheryl Shalash 6/17/15 ①

NAME OF PETITIONER: John E. Powless Jr.

PURPOSE: Petition for a percapita payment of \$3,000 for everyone over 18 years of age and \$5,000 for those over 62 years of age. Per capita payment goes directly to the tribal member and is exempt from child support payments. Per capita to be paid out by Dec. 1, 2015

DATE SUBMITTED TO THE ONEIDA TRIBAL SECRETARY:

RECEIVED

Please Print Clearly - Use Full Given Name

JUN 17 2015

Printed Name	Address	D.O.B.	Enrollment #	Signature	Oneida Enrollment Dept.
			15960 ✓		
			10031 ✓		
			5024 ✓		
			5076 ✓		
			12569 ✓		
			3850 ✓		
			3879 ✓		
			3705 ✓		
			3754 ✓		
			3692 ✓		
			3788 ✓		
			10153 ✓		
			5131 ✓		
			10254 ✓		
			5074 ✓		

⑮ Verified cp

Printed Name	Address	D.O.B.	Enrollment #	Signature
			3948 ✓	
			9038 ✓	
			10248 ✓	
			9668 ✓	
			11786 ✓	
			13478 ✓	
			10922 ✓	
			4009 ✓	
			10526 ✓	
			4011 ✓	

Enrollment Numbers Verified by: Cheryl Sholaski 6/17/15 (10) Verified up
 Date: 6/17/15
 Name of Petitioner: John E. Powless Jr
 Address: 1
 Phone #: _____ Enrollment #: _____

TOTAL: (25)

RECEIVED
 JUN 17 2015
 Oneida Enrollment Dept.

RECEIVED BY THE OFFICE
 OF TRIBAL SECRETARY
 ONEIDA BUSINESS COMMITTEE

JUN 17 2015

ONEIDA TRIBE OF
 INDIANS OF WISCONSIN

INITIALS _____

2

PETITION FORM

NAME OF PETITIONER: John E. Powless Jr.

PURPOSE: Petition for a per capita payment of \$3,000 for everyone over 18 years of age and \$5,000 for those over 62 years of age. Per capita payment goes directly to the tribal Member and is exempt from child support payments. Per capita to be paid out by Dec. 1, 2015

DATE SUBMITTED TO THE ONEIDA TRIBAL SECRETARY:

RECEIVED

JUN 17 2015

Please Print Clearly - Use Full Given Name

Printed Name	Address	D.O.B.	Enrollment #	Signature	Oneida Enrollment Dept.
			9950		
			4495		
			5728		
			4		
			5727		
			9745		
			19828		
			16793		
			1394		
			3623		
			8518		
			1294		
			1294		
			9037		
			11977		
			8283		

15 Verified cp

Printed Name	Address	D.O.B.	Enrollment #	Signature
			2149	✓
			9990	✓
			0643	✓
			0627	✓
			3443	✓
			618	✓
			56727	✓
			10913	✓
			14859	X
			7701	✓

21
21

Enrollment Numbers Verified by: Cheryl Sholashi 6/17/15 (8) Verified up
 Date: 6/17/15 (2) Not 21
 Name of Petitioner: John E Powless Jr
 Address: _____
 Phone #: _____ Enrollment #: _____

TOTAL: (23)

RECEIVED

JUN 17 2015

Oneida Enrollment Dept.

RECEIVED BY THE OFFICE
 OF TRIBAL SECRETARY
 ONEIDA BUSINESS COMMITTEE
 JUN 17 2015
 ONEIDA TRIBE OF
 INDIANS OF WISCONSIN
 INITIALS

3

PETITION FORM

NAME OF PETITIONER: John E. Powless Jr.

PURPOSE: Petition for a per capita payment of \$3,000 for everyone over 18 years of age and \$5,000 for those over 62 years of age. Per capita payment goes directly to the tribal member and is exempt from child support payments. Per capita to be paid out by Dec. 1, 2015

DATE SUBMITTED TO THE ONEIDA TRIBAL SECRETARY:

Please Print Clearly - Use Full Given Name

Printed Name	Address	DOR	Enrollment #	Signature
			789124 ✓	
			640 ✓	
			9607 ✓	
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

3 Verified CP

RECEIVED
JUN 17 2015
Oneida Enrollment Dept.

Printed Name	Address	D.O.B.	Enrollment #	Signature
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				

Enrollment Numbers Verified by: Cheryl Malashi 6/17/15
 Date: 6/17/15
 Name of Petitioner: John E. Rowless, Jr
 Address: _____
 Phone #: _____ Enrollment #: _____

TOTAL: (3)

RECEIVED
 JUN 17 2015
 Oneida Enrollment Dept.

RECEIVED BY THE OFFICE
 OF THE CHIEF OF BUREAU
 OF TRIBAL SERVICES BY
 ONEIDA BUSINESS COMMITTEE

June 11, 2015

ONEIDA TRIBE OF
 INDIANS OF WISCONSIN

INITIALS: _____

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 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:

Defer detailed budget presentation for the Rites of Passage Initiative to the July 8, 2015, regular Business Committee meeting

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 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:

Defer the Alternate Wage Plan to the July 8, 2015, regular Business Committee meeting

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 24 / 15

2. General Information:

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

[Empty text box]

Agenda Header: New Business

Accept as Information only

Action - please describe:

Requesting approval of Limited Waiver of Sovereign Immunity regarding the WPS-Distribution Facilities Installation Agreement.

3. Supporting Materials

Report Resolution Contract

Other:

1. Law Review #2015-0491

3. Signed Conflict of Interest Form

2. WPS Installation Agreement

4. BC Minutes July 23, 2014

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Dale Wheelock, Director/OHA

Primary Requestor: Samuel VanDen Heuvel, Construction Manager, Engineering

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:

Law Office requires Business Committee approval of WPS Distribution Facilities Installation Agreement pursuant to #12 regarding liability for consequential, incidental, special and punitive damages and #14 regarding governing law listed in Additional Terms and Conditions. This is an identical agreement that the BC approved on 7-23-14 for another project.

ACTION REQUESTED:

Approval of Limited Waiver of Sovereign Immunity regarding the WPS Distribution Facilities Installation Agreement.

- 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: Patricia Wood
Engineering Department

Use this number on future correspondence:

2015-0491

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

DATE: June 1, 2015

RE: Wisconsin Public Service-Distribution Facilities
Installation Agreement

<u>Purchasing Department Use</u>
<input type="checkbox"/> Contract Approved
<input type="checkbox"/> Contract Not Approved
<i>(see attached explanation)</i>

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

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

- ✓ Not in appropriate legal form. See below.
- ✓ Requires Business Committee approval prior to execution, pursuant to ¶ 12 of the Additional Terms and Conditions which requires the Tribe to be liable for consequential, incidental, special and punitive damages if the Tribe breaches section 11.

Also, ¶ 14 which requires the contract to be governed by the laws of the States of Wisconsin and/or Michigan.

If the last sentence of ¶12 is struck and ¶14 is amended to state that the Contract shall be governed by the laws of the project location, and that nothing in the contract shall be construed as a waiver of the Tribe's sovereign immunity, then BC approval will not be necessary.

- ✓ The attached form(s) must be completed, signed by Vendor, and attached to the executed contract. *Please submit a copy of the signed form(s) to this office.*

- | | | |
|---|---------------------------------------|--|
| <input checked="" type="checkbox"/> Conflict of Interest Disclosure | <input type="checkbox"/> Gaming Rider | <input type="checkbox"/> Non-Disclosure |
| <input type="checkbox"/> HIPAA Business Associate Agreement | <input type="checkbox"/> FOIA | <input type="checkbox"/> Entertainment Rider |

**Wisconsin Public Service
DISTRIBUTION FACILITIES INSTALLATION AGREEMENT**

District: 10

Project No: 0052014096

This contract is for the installation of Electric and Gas facilities entered into on May 8, 2015 (Contract Date) between ONEIDA TRIBE OF INDIANS OF WI (Customer) and Wisconsin Public Service Corporation (WPSC).

Site Address / Description / Location : ELDER VILLAGE SUBDIVISION in the VILLAGE OF HOBART, County of BROWN, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and /or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and /or MPSC.

Type of Electric Service:

	<u>-Electric-</u>	<u>-Gas-</u>
Standard System Facility Costs (Refundable)	\$23,718.52	\$21,400.60
Allowances	\$0.00	\$0.00
Special System Facilities Costs (Refundable)	\$0.00	\$0.00
Refundable Sub Total	<u>\$23,718.52</u>	<u>\$21,400.60</u>
Special Facilities Costs Non Refundable:		
System	\$0.00	\$0.00
Service*	\$0.00	
Temporary Service	\$0.00	
Non Refundable Sub Total	<u>\$0.00</u>	<u>\$0.00</u>
Electric and Gas Total:	\$23,718.52	\$21,400.60
Total Cost		<u>\$45,119.12</u>

*This agreement does does not include the cost of the service(s) to the meter, When it does not, additional charges may be forthcoming.

Applicable refunds will be made to: Contracting Developer Property Owner Other _____

Special Provisions: This extension was installed under the Area Expansion Program (AEP). The AEP charge is based on the economics of the extension. The charge is subject to reduction if more customers are attached to this extension than the number used in the economic evaluation of this extension. Applicable AEP information for this extension is:

The AEP charge is _____ per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and /or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance Amount

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: _____ Date: _____

Mailing Address: ATTN DALE WHELOCK PO BOX 365 ONEIDA, WI 54155-0365

WPSC Signature: _____ Date: _____

Work Request/Revision: <u>1585992-2</u>	Account# _____	Energized Date _____	CIS Order # <u>432996857</u>
---	----------------	----------------------	------------------------------

ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both Company and the Customer. If the Customer fails to return the Contract to Company within sixty days of the Company signature date or contract date, the Contract offer is null and void.
2. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of units installed, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.
3. As a condition of receiving service, the Customer agrees to grant the Company, at no cost, an easement for the necessary construction, operation, and maintenance including tree trimming of any portion of the extension necessary to serve the Customer.
4. The Customer further understands that their structure must comply with the applicable PSCW / MPSC Conservation Code and any other applicable codes and that any noncompliance in future inspections by the Company may be grounds for disconnection of service.
5. If the service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be binding on the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the project.
6. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.
7. Whether stated or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.
8. **Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.**
9. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
10. **The Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation attorneys' fees, arising out of or in connection with the Customer's use of service.**
11. **In no event shall the Customer place any decorative element on the pole without the prior written approval of the Company. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by the Company to the Customer upon request.**
12. **In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.**
13. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
14. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
15. The Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code and the rules and guidelines of the State of Michigan.
16. In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.
17. Beginning the date the gas meter serving the Customer is installed, or 180 days after the gas service line serving the Customer is installed, whichever is earlier, the Customer will be billed the applicable Minimum Charge and AEP Charge (if any) associated with the rate schedule the Customer is expected to take service under, regardless if the Customer is actually using gas or taking gas service. The determination of the rate schedule the Customer is expected to take service under shall be in Company's sole discretion.

EXHIBIT D

CONSULTANT/CONTRACTOR
CONFLICT OF INTEREST
DISCLOSURE FORM

Must Complete
Consultant/Contractor IS NOT an
is/is not
employee of the Oneida Tribe.
(Must include job description if employee of Oneida Tribe..)

I, CHET BERGSTROM, on behalf of WISCONSIN PUBLIC SERVICE CORP.
(Name of Consultant/Contractor) *(Name of Company, if any)*

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

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

(Attach additional pages, if necessary)

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

Signed: Chet Bergstrom

Date: 6/3/15

Motion by Patty Hoeft to approve Head Start Tribal Consultation, June 9, 2014, Minneapolis, MN travel report, seconded by Vince DelaRosa. Motion carried with one abstention:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, Paul Ninham, Brandon Stevens
 Abstained: David Jordan
 Not present: Melinda J. Danforth, Greg Matson

B. Travel Requests

1. Retro-approve travel to Governor's quarterly meeting, July 15, 2014, Red Cliff, WI

Sponsor: Ed Delgado

Motion by Tina Danforth to retro-approve travel to Governor's quarterly meeting, July 15, 2014, Red Cliff, WI and to approve reimbursement to the Chairman for \$146.66 for Senior Policy Advisor, Linda Dallas who presented at the meeting, seconded by Patty Hoeft. Motion carried with one abstention:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, David Jordan, Brandon Stevens
 Abstained: Paul Ninham
 Not present: Melinda J. Danforth, Greg Matson

2. National Indian Gaming Association (NIGA) Mid-year Conference 2014, Sept. 15-17, 2014, Thackerville, OK

Sponsor: Louise Cornelius

Motion by Paul Ninham to approve NIGA Mid-year Conference 2014, Sept. 15-17, 2014, Thackerville, OK travel request, seconded by Vince DelaRosa. Motion carried unanimously:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham, Brandon Stevens
 Not present: Melinda J. Danforth, Greg Matson

3. Retro-approve e-poll: Tribal Secretary Patty Hoeft to prep meeting and deposition with Whyte, Hirschboek & Dudek, July 16-17, 2014, Milwaukee, WI

Sponsor: Patty Hoeft

Motion by Paul Ninham to retro-approve e-poll: Tribal Secretary Patty Hoeft to prep meeting and deposition with Whyte, Hirschboek & Dudek, July 16-17, 2014, Milwaukee, WI travel request, seconded by Vince DelaRosa. Motion carried unanimously:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham, Brandon Stevens
 Not present: Melinda J. Danforth, Greg Matson

4. Retro-approve e-poll: Underground Storage Tank training, July 23-26, 2014, Bad River, WI

Sponsor: Michele Doxtator

Motion by David Jordan retro-approve e-poll: Underground Storage Tank training, July 23-26, 2014, Bad River, WI travel request, seconded by Paul Ninham. Motion carried unanimously:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham, Brandon Stevens
 Not present: Melinda J. Danforth, Greg Matson

5. Retro-approve e-poll: Intern to attend TERO conference, July 14-16, 2014, Wisconsin Dells, WI

Sponsor: Melinda J. Danforth

Motion by Paul Ninham retro-approve e-poll: Intern to attend TERO conference, July 14-16, 2014, Wisconsin Dells, WI travel request, seconded by David Jordan. Motion carried with one abstention:

Ayes: Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham, Brandon Stevens
 Abstained: Tina Danforth
 Not present: Melinda J. Danforth, Greg Matson

XIV. Additions

1. Approve consultant agreement to hold 3 day on-site training: Essential Skills and Best Practices for Today's Internal Auditor, Aug. 25-27, 2014

Sponsor: Jo Anne House

Motion by Patty Hoeft to approve a limited waiver of sovereign immunity regarding the Institute of Internal Auditors contract, seconded by Vince DelaRosa. Motion carried with one abstention:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, Paul Ninham, Brandon Stevens
 Abstained: David Jordan
 Not present: Melinda J. Danforth, Greg Matson

2. Approve Wisconsin Public Service Distribution Facilities Installation Agreement

Sponsor: Jo Anne House

*

* Motion by Patty Hoeft to approve a limited waiver of sovereign immunity regarding the Wisconsin Public Service Distribution Facilities Installation Agreement, seconded by Vince DelaRosa. Motion carried with one abstention:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham,
Brandon Stevens

Abstained: David Jordan

Not present: Melinda J. Danforth, Greg Matson

3. Retro-approve e-poll: My Brother's Keeper board meeting, July 21-22, 2014, Washington, DC

Sponsor: Brandon Stevens

Motion Paul Ninham to retro-approve e-poll for travel to My Brother's Keeper board meeting, July 21-22, 2014, Washington, DC, seconded by Patty Hoeft. Motion carried with two abstentions:

Ayes: Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham

Abstained: Tina Danforth, Brandon Stevens

Not present: Melinda J. Danforth, Greg Matson

XV. Action in open session on items from Executive Session Discussion meeting of July 22, 2014

A. Reports

1. Chief Counsel report – Jo Anne House

Motion by David Jordan to approve Chief Counsel verbal report, seconded by Vince DelaRosa. Motion carried unanimously:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham,
Brandon Stevens

Not present: Melinda J. Danforth, Greg Matson

2. Gaming General Manager bi-monthly report – Louise Cornelius

Motion by David Jordan to approve the Gaming General Manager bi-monthly report, seconded by Paul Ninham. Motion carried unanimously:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham,
Brandon Stevens

Not present: Melinda J. Danforth, Greg Matson

3. Legislative Affairs monthly report – Nathan King

Motion by David Jordan to defer the Legislative Affairs monthly report to the next Business Committee meeting, seconded by Paul Ninham. Motion carried unanimously:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham,
Brandon Stevens

Not present: Melinda J. Danforth, Greg Matson

B. Audit Committee – Councilman Brandon Stevens, Chairman

1. Approve June 19, 2014 regular meeting minutes

Motion by David Jordan to approve Audit Committee items 1-7, seconded by Vince DelaRosa. Motion carried unanimously:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham,
Brandon Stevens

Not present: Melinda J. Danforth, Greg Matson

2. Accept Internal Audit report June 2014 with attachment A

Motion by David Jordan to approve Audit Committee items 1-7, seconded by Vince DelaRosa. Motion carried unanimously:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham,
Brandon Stevens

Not present: Melinda J. Danforth, Greg Matson

3. Approve Complimentary Items and Service audit and lift the confidentiality requirement allowing tribal members to view the audit

Motion by David Jordan to approve Audit Committee items 1-7, seconded by Vince DelaRosa. Motion carried unanimously:

Ayes: Tina Danforth, Vince DelaRosa, Patty Hoeft, David Jordan, Paul Ninham,
Brandon Stevens

Not present: Melinda J. Danforth, Greg Matson

4. Direct the Oneida Gaming Commission to address the low compliance rating in Complimentary Items and Services

Motion by David Jordan to approve Audit Committee items 1-7, seconded by Vince DelaRosa. Motion carried unanimously:

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 24 / 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:

Requesting approval of Limited Waiver of Sovereign Immunity regarding the WPS Contract for Outdoor Lighting Service.

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:

Law Office requires Business Committee approval of WPS Contract for Outdoor Lighting Service pursuant to #14 regarding liability for consequential, incidental, special and punitive damages, #16 regarding governing law and #17 regarding Wisconsin Administrative Code as listed in Additional Terms and Conditions.

ACTION REQUESTED:

Approval of Limited Waiver of Sovereign Immunity regarding the WPS Contract for Outdoor Lighting Service.

- 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: Patricia Wood
 Engineering Department

Use this number on future correspondence:

2015-0492

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

DATE: June 1, 2015

RE: Wisconsin Public Service-Outdoor Lighting Service

Purchasing Department Use

_____ **Contract Approved**

_____ **Contract Not Approved**

(see attached explanation)

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

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

- ✓ Not in appropriate legal form. Mike Showers name is listed and should be removed since he is no longer employed by the Tribe.
- ✓ Requires Business Committee approval prior to execution, pursuant to ¶ 14 of the Additional Terms and Conditions which requires the Tribe to be responsible for consequential, incidental, special and punitive damages if the Tribe breaches section 11.

Also pursuant to ¶16 which requires the contract to be governed by the laws of the State of Wisconsin and/or Michigan.

Finally, pursuant to ¶17 which requires the Tribe to be subject to the rules and regulations of the Wisconsin Administrative Code.

If the following is amended it will not need BC approval:

- 1) Last sentence of ¶14 is struck.
- 2) ¶16 is amended to state that the contract is governed by the laws of the project location and nothing in the contract shall be deemed as a waiver of the Tribe's sovereign immunity.
- 3) The last part of the sentence, in ¶17, which refers to the Wisconsin Administrative Code is struck.

- ✓ The attached form(s) must be completed, signed by Vendor, and attached to the executed contract. *Please submit a copy of the signed form(s) to this office.*

Conflict of Interest Disclosure
 HIPAA Business Associate Agreement

Gaming Rider
 FOIA

Non-Disclosure
 Entertainment Rider

DesignData

WISCONSIN PUBLIC SERVICE CORPORATION-WI CONTRACT FOR OUTDOOR LIGHTING SERVICE

This contract is for the installation of Outdoor Lighting entered into on 5/12/2015 (Contract Date) between ONEIDA HOUSING AUTHORITY (Customer) and Wisconsin Public Service Corporation (WPSC).

The Customer desires WPSC to own, install and maintain the outdoor lighting system.

Site Address/Description/Location: ELDER VILLAGE SUBDIVISION in the VILLAGE of HOBART, County of BROWN, State of WI.

This lighting system is comprised of 7 High Pressure Sodium Lamps under a LS-1 rate schedule on pole number(s) 2319 3R65, 2319 3R66, 2319 3R67, 2319 3R68, 2319 3R69, 2319 3R70, 2319 3R71.

Now in consideration of the mutual promises herein contained, the parties hereto agree as follows: The customer agrees to comply with all terms and conditions as stated on page 2 of this contract, including the commencement date of Minimum Charges and all appropriate WPSC tariffs on file with the PSCW.

The Customer will pay WPSC on a monthly basis for the outdoor lighting service according to the following:

1. Monthly Fixture Charges	Quantity	Monthly Rate	Monthly Billing
150W - HPS Cobrahead	7	\$ 20.00	\$ 140.00
Sub-Total Monthly Bill			\$ 140.00

2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span	_____	_____	_____
Wood Pole	_____	_____	_____
Mast Arm > 6'	_____	_____	_____
Sub-Total Monthly Non-Standard Charges			\$ -
Total Monthly Bill			\$ 140.00
Sales Tax (If applicable)			\$ -
Total Monthly Bill with Sales Tax			\$ 140.00

3. Advance Payment - Special Facilities	Advance Payment
a. Assigned Special Facilities Non-Refundable	\$ 5,313.68
b. Assigned Special Facilities Ornamental	\$ -
Sub-Total Special Facilities	\$ 5,313.68

4. Ornamental System Maintenance Payment

The customer agrees to pay future system maintenance due to the higher cost of maintaining ornamental facilities. The company agrees to maintain and replace the above ornamental lighting system as per the LS-1 Lighting Tarriff. The customer agrees to make an advance payment as a special facilities payment under the company's Electric Extension Rules equal to:

Special Facilities Ornamental Payment from 3b:	\$ -	\$ -
	24.00%	\$ -
5. Total Advance Payment		\$ 5,313.68

WPSC Signature

Customer Signature

Customer Mailing Address

WR/Revisions: 1691155-1
IFRIS Project: 0001014510
Database: _____

ONEIDA HOUSING AUTHORITY
ATTN: DALE WHEELOCK
PO BOX 68
ONEIDA, WI 54155

ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both WPSC and the Customer. If the Customer fails to return the Contract to WPSC within sixty days of the WPSC signature date or contract date, the Contract is null and void.
2. The minimum term of this contract is 3 years beginning with the first billing. It may be terminated by either party at the expiration date and at any time thereafter by giving ninety days written notice.
3. All the terms and conditions of the Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by WPSC.
4. In the event that WPSC decides to use any of the poles and spans for some purpose other than outdoor lighting service, the monthly charges for those poles and spans shall cease during the period that they are used for other purposes.
5. The Customer agrees, when possible, to report promptly to WPSC the failure of any lamp to burn or any dangerous equipment, and the location thereof, to the end that such lamp and/or equipment may be inspected and the trouble therewith remedied. No credit will be allowed for outages.
6. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, or frost removal, and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer.
7. As a condition of receiving service, the Customer agrees to grant WPSC, at no cost, an easement for the necessary construction, operation, and maintenance of any portion of the extension necessary to serve the Customer.
8. Whether stated or not, a special facilities charge will be applied during Winter Construction period, as stated in WPSC's approved tariffs.
9. **Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.**
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to WPSC, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to WPSC prior to installation of facilities. WPSC shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. In no event shall the Customer place any decorative element on the pole without the prior written approval of WPSC. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by WPSC to the Customer upon request.
12. **The Customer agrees to provide WPSC, or its authorized contractor, the location within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by WPSC or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate any underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold WPSC harmless, as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitations, attorneys' fees, arising out of or in connection with the Customer's use of services.**
13. Upon written request and at the expense of the Customer, WPSC will relocate any pole and/or change the position of any lamp.
14. **In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.**
15. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
16. This contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
17. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the Wisconsin Public Service Commission from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.
18. In the event of a conflict between this Contract and WPSC's approved tariffs, the tariffs shall prevail.

EXHIBIT D

CONSULTANT/CONTRACTOR
CONFLICT OF INTEREST
DISCLOSURE FORM

Must Complete
Consultant/Contractor IS NOT an
is/is not
employee of the Oneida Tribe.
(Must include job description if employee of Oneida Tribe..)

I, CHET BERGSTROM, on behalf of WISCONSIN PUBLIC SERVICE CORP.
(Name of Consultant/Contractor) *(Name of Company, if any)*

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

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

(Attach additional pages, if necessary)

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

Signed: Chet Bergstrom Date: 6/3/15

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 24 / 15

2. General Information:

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

[Empty text box]

Agenda Header: New Business

Accept as Information only

Action - please describe:

Please see attached cover memo (#7)

3. Supporting Materials

Report Resolution Contract

Other:

1. CIP-05 CIP Approval Form

3. CIP Budget Activations 2015

2. CIP #15-003 CIP Package

4. [Empty text box]

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: Wayne Metoxen, Project Manager, Engineering
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Paul J. Witek, Senior Tribal Architect, Engineering
Name, Title / Dept.

Additional Requestor: TROY D. PARR, ASST. DEV. DIV. DIR.
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

To: Oneida Business Committee

From: Wayne Metoxen – Project Manager

CC: Troy Parr – Assistant Development Division Director – Development Branch
Paul J. Witek – Senior Tribal Architect

Date: 6-15-15

Re: Norbert Hill Center Remodeling – Phase VIII

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 \$570,000. The funds would be activated in the Project's CIP Budget and managed within that process.

Phase II of the CIP has various tribal entities review the project's CIP Package and provide comments on its impacts to the Oneida Reservation. Because the project is only a remodeling to an existing building and not a new development, we feel it is appropriate to forgo Phase II of the CIP and proceed directly into Phase III – Design.

Action Requesting:

1. Approval of procedural exception to forgo Phase II of the CIP process of routing the CIP Package to the various review entities.
2. Approval of the CIP Package and CIP project #15-003 Norbert Hill Center Remodeling – Phase VIII.
3. Activation of \$570,000 from the approved FY2015 CIP Budget for CIP #15-003 Norbert Hill Center Remodeling – Phase VIII.

Encl.

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

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: Bruce Danforth – Assistant Development Division Director – Operations Branch

Through: Jacque Boyle – Facilities Director

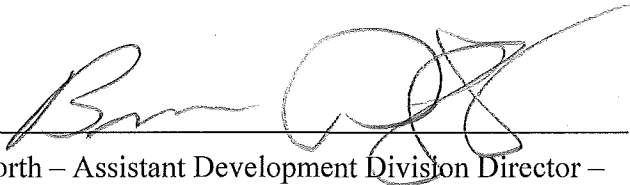
From: Wayne Metoxen - Project Manager

Date: June 9, 2015


Re: Norbert Hill Center Remodeling – Phase VIII

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: N/A
- CIP Package – dated: June 9, 2015



 Bruce Danforth – Assistant Development Division Director –
 Operations Branch



 Date

Norbert Hill Center Remodeling – Phase VIII



CIP #15-003

CIP PACKAGE

June 9, 2015

CIP #15-003

Project Client: Oneida DPW/NHC Maintenance

Project Team:

Jacque Boyle

Facilities Director - DPW

John Christjohn

Maintenance Supervisor - NHC

Wayne D. Metoxen

Project Manager - Engineering Dept.

Paul J. Witek

Senior Tribal Architect - Engineering Dept.

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PROJECT EXECUTIVE SUMMARY

Project Title: Norbert Hill Center Remodeling – Phase VIII

Requesting: Approval of the **CIP package**.

Project Description:

The purpose of the project is to install modern high energy performance windows to reduce air leaks, reduce heating costs, and limit drafts which will help eliminate humidity, condensation and increase efficiencies to the building's heating and cooling system. There have been issues with being able to maintain a comfortable temperature for building occupants due to the drafty windows.

In addition, the Bureau of Indian Education (BIE) has included the windows in its deficiency listing for the school portion of the building.

(see page 7 of CIP Package)

Management/Business Plan:

The management structure and staffing will not change as a result of this project. A Business Plan is not required for this project per the CIP.

(see page 7 of CIP Package)

Site Selection:

Not applicable to this project

Project Budget Estimate: (also see page 9 of CIP Package)

	STAGE 1	STAGE 2
Soft & Misc. Costs:	\$ 106,100	\$ 69,900
Construction:	\$ 374,100	\$ 245,100
Furniture, Fixtures & Equipment (FF&E):	\$ 36,000	\$ 36,000
Contingency:	\$ 54,200	\$ 42,100
Total (rounded):	\$ 570,000	\$ 393,000

Financial Plan:

Project funds for Stage 1 have been included in the approved FY2015 CIP budget. Project funds for Stage 2 have been requested in the FY2016 CIP budget. The BIE has allocated funding for window replacement in the school portions of the building.

(see page 11 of CIP Package)

Communication Plan:

The standard process will be used for communicating the project status to the community.

(see page 11 of CIP Package)

I. Needs Assessment and Project Justification

- A. **Introduction:** The purpose of the project is to install modern high energy performance windows to reduce air leaks, reduce heating costs, and limit drafts which will help eliminate humidity, condensation and increase efficiencies to the building's heating and cooling system.
- B. **Present Facilities:** The current Norbert Hill Center has gone through numerous building upgrades to its Heating, Ventilation, and Air Conditioning system. This project is a continuation of building upgrades for the NHC and its occupants.
- C. **Problem:** The existing windows are the original windows installed in the late 1950s. They are not energy efficient and allow bugs to enter the building. There have been issues with being able to maintain a comfortable temperature for building occupants due to the drafty windows.
1. The Bureau of Indian Education (BIE) has identified the windows as being deficient and has included them on the deficiency listing for the school portion of the building.

II. Business Plan

- A. The Department of Public Works 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.
- B. While a business plan is not required, it is estimated that the window replacement project will have energy savings for electricity and fuel of nearly \$24,000 annually.

III. Management Plan

- A. **Management:** The Department of Public Works is organized under the Development Division – Operations Branch. Management structure will not change as a result of this project.
- B. **Organizational Chart:** n/a.
- C. **Staffing, Requestor:** Current staffing will not change as a result of this project.
- D. **Staffing, Service Departments:** The tribal service departments will not be impacted and there will be no need for additional staffing due to this project.

IV. Facility Concept and Space Requirements

- A. The proposed project will replace windows within their existing openings and replace window blinds as needed. We do not anticipate any modifications to the building to complete the project.

CIP #15-003

B. Window Replacement will be done over two stages and multiple years. The plan is to begin with the following prioritized building area's and proceed to next portion of building as budget allows:

1. Building Section 4000 – Law Wing
2. Building Section 6000 – North Wing Higher Education
3. Building Section 1000 – Center Section
4. Building Section 2000 – High School
5. Building Section 3000 – High School/BC Auditorium Wing
6. Building Section 5000 – South Wing Day Care below gymnasium

See Building Plan Key in Appendix for building section number locations.

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. The project will not modify the size of the existing building.

V. Site Selection Criteria

A. Not applicable to this project.

VI. Environmental

A. The Environmentally Division will be involved in monitoring the removal of the asbestos gaskets surrounding the existing windows. All abatement will be done by certified personnel.

CIP #15-003

VII. Budget Estimate

A. The Project Budget Estimates for each Stage are:

1. Stage 1

SOFT and MISCELLANEOUS COSTS

Engineering Dept. Fees		29,200
Architect / Engineer Fees & Reimbursables		71,100
Soil Borings, Testing and Surveys		0
Agency Review and Approval Fees		400
Insurance - Builders Risk	covered by property insurance	
ACM Abatement Documentation/Design		5,400

Sub-total:	106,100
------------	---------

CONSTRUCTION

General Requirements		0
Site Work & Landscape		0
Window Replacement - Partial Building		313,000
Asbestos Abatement		54,000

Sub-total:	367,000
------------	---------

Oneida Preference Amount		7,130
Sustainable Design Premium	0%	0
Inflation Factor:	0 years 3% per year	0

Sub-total:	374,100
------------	---------

FIXTURES, FURNISHINGS AND EQUIPMENT

Division 10 - Specialties		0
Division 11 - Equipment		0
Division 12 - Furnishings		36,000
Division 27 - Communications		0
Division 28 - Electronic Safety & Security		0

Sub-total:	36,000
------------	--------

TOTAL:		516,200
Contingency:	10.5%	54,200
Finance Costs:	0.0%	0

ESTIMATED TOTAL PROJECT BUDGET: \$ 570,000

CIP #15-003

2. Stage 2

SOFT and MISCELLANEOUS COSTS

Engineering Dept. Fees	19,900
Architect / Engineer Fees & Reimbursables	46,600
Soil Borings, Testing and Surveys	0
Agency Review and Approval Fees	200
Insurance - Builders Risk	covered by property insurance
ACM Abatement Documentation/Design	3,200

Sub-total: 69,900

CONSTRUCTION

General Requirements	0
Site Work & Landscape	0
Window Replacement - Partial Building	200,000
Asbestos Abatement	32,000

Sub-total: 232,000

Oneida Preference Amount	5,922	
Sustainable Design Premium	0%	0
Inflation Factor: 1 years	3% per year	7,138

Sub-total: 245,100

FIXTURES, FURNISHINGS AND EQUIPMENT

Division 10 - Specialties	0
Division 11 - Equipment	0
Division 12 - Furnishings	36,000
Division 27 - Communications	0
Division 28 - Electronic Safety & Security	0

Sub-total: 36,000

TOTAL:		351,000
Contingency:	12.0%	42,100
Finance Costs:	0.0%	0

ESTIMATED TOTAL PROJECT BUDGET: \$ 393,000

VIII. Financial Plan

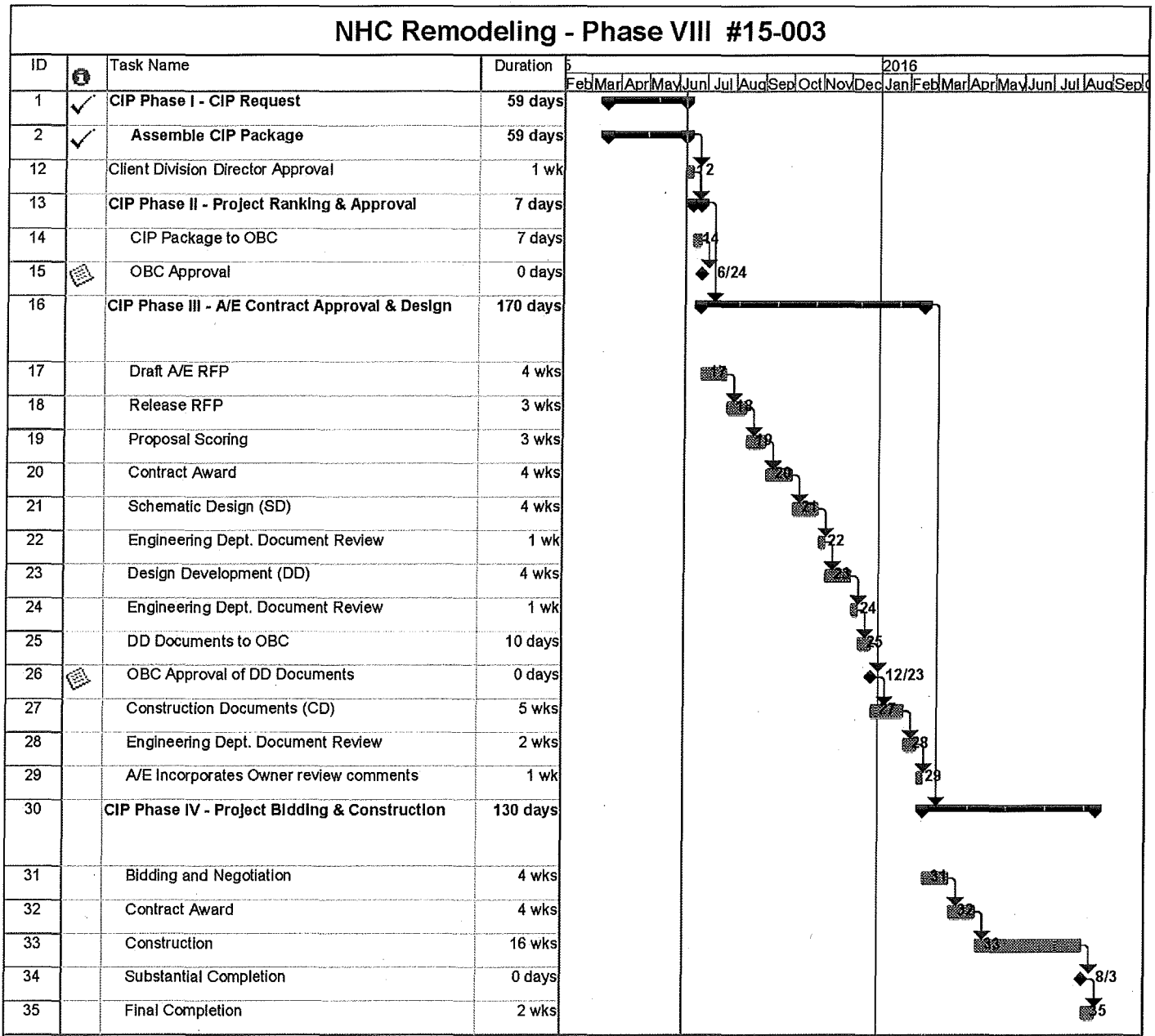
- A. Tribal Financing: Funding is included in the approved FY2015 CIP Budget in the amount of \$570,000. The funding is Tribal Contribution.
 - 1. The original funding allocation in the FY2015 CIP Budget for this project was \$870,000; however, \$300,000 was transferred out to CIP #11-002 SEOTS Community Center after Business Committee approval.
- B. Project funds for Stage 2 have been requested in the FY2016 CIP budget.
- C. The BIE has allocated funding for window replacement in the school portions of the building, this funding will be utilized for the appropriate segments of the project.

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. Quarterly reports Tribal publications including: Kalihwisaks (Senior Tribal Architect)
 - 3. Quarterly reports on Oneida website and on Oneida Intranet (Senior Tribal Architect)

CIP #15-003

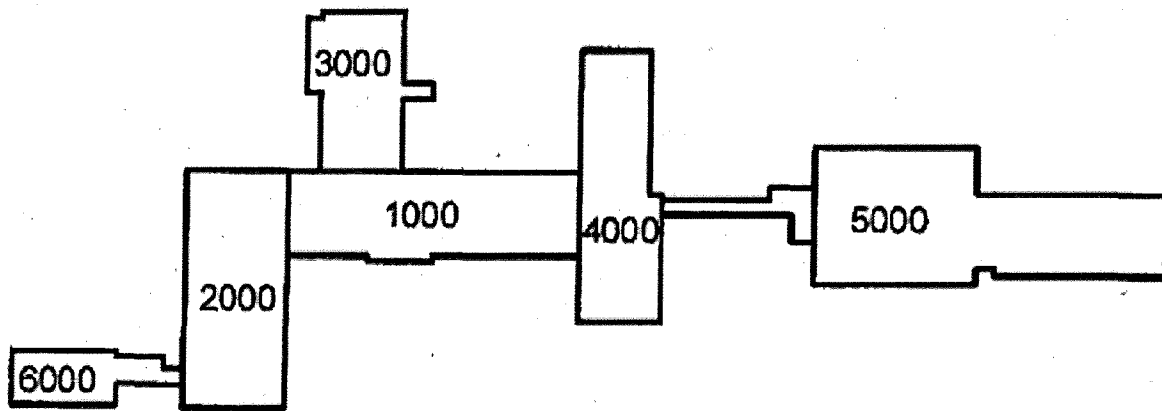
X. Project time line



XI. Appendix

A. Building Plan Key

Please note that different portions of the building are referred to numerically as delineated on this Building Plan Key.



CIP BUDGET ACTIVATIONS 2015

Revised: 06/15/15

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	870,000	02/11/15	0	A,B
15-004	Business Park Storm Water	250,000			250,000	A
TOTALS:		3,439,000	2,856,000		583,000	

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 Travel Request

1. OBC Meeting Date Requested: 06 / 24 / 15 e-poll requested

2. General Information:

Event Name: 2015 WEWIN Conference

Event Location: Quapaw, OK Attendee(s): Cristina Danforth

Departure Date: Aug 15, 2015 Attendee(s):

Return Date: Aug 20, 2015 Attendee(s):

3. Budget Information:

- Funds available in individual travel budget(s)
 Unbudgeted
 Grant Funded or Reimbursed

Cost Estimate: \$1700.00, air,hotel,car rental,perdiem

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:

As female Tribal leaders, the path is not always easy, and it is important to have other female Tribal leaders to rely on for support. This conference provides this type of interaction along with an educational format for the Tribal women that attend. I have been asked by one of the founding members of WEWIN, which stands for Women Empowering Women In Indian Nations, to be a presenter at this year's conference. In the past I have been a lecturer and my sessions have historically been well attended. I enjoy attending this conference and believe it is a great resource for all Indian women.

By participating in this conference, my name and title are included on the agenda both at the conference and on the website. This is positive promotion for the Oneida Tribe. I am committed to Building a Responsible Nation here in Oneida and have learned many positive traits from my attendance at the WEWIN Conference.

Empowering women is something we have always done in Oneida and participating in this conference further promotes our vision. As a presenter, the conference fee is waived.

5. Submission

Sponsor: Cristina Danforth, Tribal Chairwoman

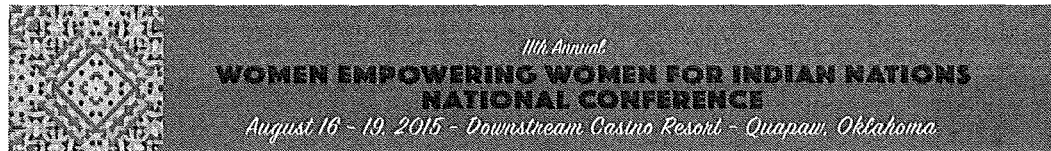
- 1) Save a copy of this form for your records.
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- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org


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Hotel

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Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: 6 / 24 / 15 e-poll requested

2. General Information:

Event Name: Special Committee on State-Tribal Relations

Event Location: Odana, WI Attendee(s): Lisa Summers

Departure Date: Jul 8, 2015 Attendee(s):

Return Date: Jul 9, 2015 Attendee(s):

3. Budget Information:

- Funds available in individual travel budget(s)
 Unbudgeted
 Grant Funded or Reimbursed

Cost Estimate: \$200.00

4. Justification:

- Liaison Appointment Responsibilities

To which Strategic Direction(s) does this travel relate?

- Advancing Principles Creating a Positive Organizational Culture
 Committing to Building a Responsible Nation Implementing Good Governance Processes

Describe the purpose of Travel and how it relates to the Strategic Direction(s) and/or your liaison area:

The purpose of this request is to gain travel authorization to attend the next Special Committee on State-Tribal Relations Meeting on Thursday, July 9 in Odana, WI. Vice-Chairwoman Danforth is assigned as liaison to the Special Committee on State-Tribal Relations. The next work meeting is scheduled for July 9, 2015 in Odana, WI; however, due to a scheduling conflict is unable to attend.

I have participated in these work meetings previously and am familiar with the topics and participants. The following topics are anticipated to be covered during the meeting: Mining Laws, Act 31, Safe Haven Law, Water Quality Standards for Wild Rice & Other Natural Resource Protection, Wild Game Served at Tribal Programs, Choice Schools, State Regulation of Tribal Licenses for Boats & ATV's, Tribal Identification Cards Tax Issues, State owned lands within the Reservation boundaries, Chapter 51 legislation & Suboxone (and possibly Subutex).

5. Submission

Sponsor: Lisa Summers

- 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: 06 / 24 / 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 Quarterly Report from Office of the Tribal Ombudsman for Q2 FY15

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.



Oneida Tribe of Indians of Wisconsin

Oneida Nation Ombudsman
 P.O. Box 365
 Oneida WI 54155
 Phone: (920)-490-3717
 Toll Free: 1-888-490-2457
 Fax: (920)-490-3799

Oneida Office of the Ombudsman Quarter 2 Report/Update January, February, March; 2015 Dianne McLester-Heim; CO-OP Ombudsman

General Overview:

The Oneida Tribe of Indians of Wisconsin created the Office of the Ombudsman (OoO) via a directive of General Tribal Council (GTC) on July 11, 2005. The directive specifically stated that an Ombudsman was to be created to “listen to the concerns of the employees of the health center and tribal community members.” The OoO seeks to promote fairness and equity by functioning as a designated neutral advocating for “fair process” and positive resolution at the lowest level possible. In this capacity the OoO does not represent any party or entity in the pursuit of just, fair, and equitable administration of process and delivery of services for all.

As an independent impartial party, the OoO receives ongoing oversight from a top level of management (currently the Oneida Business Committee) while being ultimately accountable and responsible to GTC. As an informal and confidential party, the OoO does not participate in formal actions and holds the highest level of confidentiality possible for those with whom it has contact. The OoO also does not demand actions but rather assists in the identification of concerns, potential resolutions, and offers services and recommendations to reach resolution and positive improvement.

Vision:

To ensure the consistent application of utilizing equality, fairness, respect, value, and objectivity for all in the development of systematic processes and the provision of services across the Oneida Nation.

Mission:

To provide a confidential, neutral, and informal route for individuals or groups to bring forward questions, concerns, complaints, or suggestions for the purpose of preventing or resolving problems in a fair and equitable manner. The Oneida Ombudsman addresses issues in an impartial and objective manner to assist with the development of options and suggestions to resolve problems, develop processes, and ensure services are provided in a fair and equitable manner.

Strategic Priorities:

1. Organizational excellence & exhibiting ‘best practices’ in performance and service
2. Improve public administration
3. Awareness, Accessibility, & Responsiveness
4. Promote administrative justice/improvement

Actions and activities:

The OoO works on initiatives and activities which fall within the four strategic priorities that have been identified by the office. The strategic priorities have been set to align with the Four Strategic Directions as identified by the Oneida Business Committee. Overall, the initiatives and activities of the OoO are based upon the concept of continuous growth and positive development of the Oneida Nation.

1. Organizational excellence and 'best practice'

- Refining 'tools' used by the OoO for facilitation services. Areas of focus have been on Strategic Planning, Group collaboration, Mission Statement Development, and team interaction.
- Research on Complaint Management and Complaint Handling Policies and Procedures for Governments, Organizations, and Programs.
- Maintain connection with professional network of Ombudsman to stay abreast of current hot topics, tools, and resources
 - Continually seeking and preparing for professional development opportunities

2. Improve public administration

- Connecting with areas within the organization to identify how the OoO can be of assistance and work collaboratively with their area and current actions. This has been including functioning as a facilitator for various project groups or the completion of specific initiatives such as Mission statement development and strategic planning within service areas for them to align with the overall Strategic Directions of their Division and the Oneida Tribe.
 - Facilitation with HRD and CHD, Community Health, and HRD hiring and compensation)
- Networking on collaborative initiatives within the Organization to provide input from the functionality of the OoO (Community Service Team, Child Care Complaint Policy, HRD and CHD, Elderly Services, Employee Services, and Wise Women Gathering Place)

3. Awareness, Accessibility, and Responsiveness

- Research ways in which professional colleagues go about improving awareness of the OoO for both the community and the organization
- Continue to create and implement plans for increasing the interaction of the OoO with specific organizational areas such as Comprehensive Health departments and Human Resource departments
 - Streamlined Mission Statement Development and Strategic Planning to align with that used by leadership
 - Input on policy development from the perspective of the OoO to decrease future conflict or discrepancy
 - General facilitation of collaborative work between departments
- General numbers of individual matters coming to the Office of the Tribal Ombudsman by organizational area:
 - CHD 17
 - Internal Services 5
 - Governmental Services 6
 - General Process Questions 18

4. Promote administrative justice/improvement

- Work with various aspects of the Oneida Tribal Organization in the development of policy and procedure by providing the services of an Organizational Ombudsman and identified neutral as matters are worked on.
- Facilitate conversation and interaction between service components of the Oneida Tribal organization for the purpose of improving working relationships and collaborative work

as organizational, policy, and process changes are explored for the improvement of service delivery and functionality of the Oneida Tribe.

- Continual research and outline a draft recommendation for the development of an overall complaint handling process to be implemented at the level of Leadership for the purpose of improving public administration and the fair and equitable administration of process.

Identified Goals with challenges or actions needed from the OBC going forward:

The following are part of the overall goals that have been identified for the OoO as they pertain to the identified four strategic directions.

1. Organizational excellence and 'best practices'

- Continuous strategic planning for the OoO to include long, mid, and short range plans/goals/objectives to further align with the Strategic Initiatives for the Oneida Tribe to work towards continuous improvement.
- Identify a tracking/recording tool for actions and services provided by the OoO
 - Working with an individual at no cost to assist with the development and creation of a system that can be used for this purpose
- Begin to identify and functional communication plan for interaction with leadership and the Oneida Community
 - The four Officers of the OBC were to set up a meeting between them and the Ombudsman to discuss information to be included in quarterly reports and this has not yet been completed (per OBC meeting on Q1 FY15 report)
- Identify and plan for training and professional development related to the functionality of Ombuds work. Due to how time frames worked out, looking at local opportunities as the Annual Conference will not be able to be attended for 2015.

2. Improve public administration

- Network and collaborate with various areas of the organization and collaborative groups to continually work for positive growth and improvement
- Provide facilitation services to organizational areas along with the ability for other services of the OoO (coaching, training, etc. often related to inter-organizational collaboration)
- Continue work on improving and increasing communication between the OoO and Leadership, Management, employee base, and the Oneida Community for positive organizational improvements

3. Awareness, Accessibility, and Responsiveness

- Continue to identify ways in which to enhance organizational and community awareness and understanding of the OoO.
 - Explore community meeting concept and interaction with different population groups such as employees
 - Collaborative efforts with various areas on current projects and initiatives for which involvement of the OoO is practical

4. Promote administrative justice/improvement

- Explore community awareness sessions to increase understanding of organizational process, proper complaint/concern identification, effective communication techniques and related matters
- Identify and clarify positive interactions between the OoO and various departments, programs, divisions, etc. to promote positive working relationships, understanding of the role of the OoO and meeting identified needs as appropriate to working interactions
- Continue to work with ongoing matters such as the Child Care Complaint policy, Community Service Team, incoming concerns/complaints, and collaborative initiatives between departments

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 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:

Jeff Bowman, Board member

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Bay Bank
QUARTERLY REPORT

Quarter ended March 31, 2015

A. **BAY BANK**

Submitted by: Jeff Bowman, Board Member
Directors: Lance Broberg, Fern Orie, Bob Jossie
Jeff Bowman, Pete King, Elaine Skenandore-Cornelius

Oneida Business Committee Contact: Tina Danforth

B. **MINUTES**

None Submitted

ACTION TAKEN

No Tribal Policy change.

D. **FINANCIAL**

Note that various financial reports

December 31, 2015 is Bay Bank's fiscal year end.

E. **SPECIAL EVENTS AND TRAVEL**

None

F. **PERSONAL COMMENTS**

Bay Bank account numbers as of March 31, 2015:

1,012	Checking Accounts
310	Business Checking Accounts
68	Money Market Accounts

1,556	Savings Accounts
495	Certificates of Deposit
100	Commercial Real Estate Loans
668	Residential Real Estate Loans
141	Business Loans
526	Consumer Loans
52	Oneida Small Business 2000 Loan Program Loans

The Oneida Small Business Loan Program 2000 that is administered by Bay Bank started on May 1, 2002. As of this date over \$ 11.4 million in new loans have been made to over 122 new or growing Oneida tribal member owned businesses.

The Section 184 mortgage loans serviced under FHLB MPF program totaled \$45.0 million at March 31, 2015. There are 367 loans in the program currently.

G. GOALS AND OBJECTIVES

2015 GOALS:

GOAL A: Bay Bank will strive to attain a minimum 0.50% Return on Assets for the year ending December 31, 2015. Return on Assets (ROA) is a common measurement of a bank's profitability. This ratio informs you how well the bank is managing and investing the bank's assets.

2015 ROA Goal	2015 YTD ROA Actual	2015 Peer Group Average
0.50 %	0.50%	0.70%

GOAL B: Bay Bank will strive to attain a minimum 6.00 % Return on Equity for the year ending December 31, 2015. Return on Equity (ROE) is the measurement of how well the bank is performing for its stockholder.

2015 ROE Goal	2015 YTD ROE Actual	2015 Peer Group Average
6.00 %	3.80 %	6.26 %

Bay Bank had budgeted total loans for the quarter ended March 31, 2015 in the amount of \$ 47.9 million. Actual total loans as of March 31, 2015 were \$ 49.0 million or \$ 1.1 million more than projected. Loans decreased \$ 3.3 million over the 12 month period ended March 31, 2015.

Bay Bank had budgeted total deposits for the quarter ended March 31, 2015 in the amount of \$ 63.8 million. Actual total deposits as of March 31, 2015 were \$ 63.2 million or \$ 0.6 million less than projected balances. We continue to allow various non-core deposits to mature. Deposits decreased \$ 1.5 million for the past twelve months as various non-core deposits matured and were not replaced.

H.

MEETINGS

Monthly meeting on the third Thursday of each month. Well attended.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 15

2. General Information:

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

Other - BC Quarterly Report

Agenda Header: Land Claims Commission: BC Quarterly Report (Re-submitted/May 27, 2015)

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1. LCC BC Quarterly Report (submitted 6/19/2015)

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Brandon Stevens, Council Member

Primary Requestor: Amelia Cornelius, LCC Chair

Your Name, Title / Dept. or Tribal Member

Additional Requestor: Jennifer M. Stevens, LCC Executive Assistant

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The Oneida Land Claims Commission submitted their BC Quarterly Report on schedule, May 19, 2015 for the BC Meeting on May 27, 2015. BC Member, Jenny Webster requested that the LCC re-submit their BC Quarterly report with the "Activities," they did for the months of January to March of 2015. Jennifer M. Stevens, LCC Executive Assistant attended the June 10, 2015 meeting; both Amelia Cornelius, Chair (On Vacation) and the Loretta V. Metoxen, Vice-Chair, (Scheduled in advance an event for the Cultural Heritage Center on June 10, 2015) were unable to attend. The Land Claims Commission has their Regular Monthly Meeting, June 18, 2015- they will be able to discuss Jenny Webster's concerns, revise their BC Quarterly Report, and submit it on June 19, 2015 for the June 24, 2015 meeting.

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

**ONEIDA LAND CLAIMS COMMISSION
QUARTERLY REPORT**

January 1, 2015 to March 31, 2015

Submitted May 27, 2015/Re-submission for June, 24, 2015 per BC Request

Submitted by Jennifer M. Stevens, LCC Executive Assistant I 490-3955

LAND CLAIMS COMMISSIONERS:

Chair-Amelia Cornelius, Vice-Chair-Loretta V. Metoxen, Secretary/Treasurer-Rita Summers, Newly Elected Commissioner: Dakota Webster. New BC appointed Commissioner; Donald McLester. Brandon Stevens/Jenny Webster, BC Chair and LCC Liaison.

(Note: Need to do Internal Elections when we have a full board-waiting for another BC appointment to be completed after July 2015 elections.)

PURPOSE:

“Make recommendations to the Business Committee on ways to foster General Tribal Council participation in the decision making process regarding the settlement of the Oneida land claims in New York State. Article I-Authority 1-b ~LCC By-Laws

Special Note: The Land Claims Commission is an educational resource and liaison for the Oneida community regarding the New York Land Claims case and history. The Land Claims Commission strives to provide educational opportunities to learn more about the Upstate New York in order for the G.T.C. to make better informed and/or sound decisions. Although, there is a sensitivity and confidentiality to our case, the Land Claims Commission continues to strive to assist G.T.C. members to be interested and better informed in the New York Land Claims case to the best of our knowledge and resourced provided for us.

OLCC By-Laws-Duties: 2-6-d At least one member of the Oneida Land Claims Commission will participate, in an advisory capacity, at all meetings and events regarding Oneida Land Claims issues.

Resolution 3-21-77A, March 21, 1977: Oneida Litigation Committee was established. This is now known as the Oneida Land Claims Commission.

GTC Directive July 6, 1998: GTC directive; “Motion that the LCC become part of the Negotiating Committee and work to increase the communication and education of the NY Land Claims Area with a status report quarterly to the GTC and the By-Laws to be approved by the GTC and brought forward at the FY99 Budget Meeting.” Motioned by Celene Elm and seconded by Noreen Smith-Motion carried.

Resolution 9-4-02B Amendment to 9-11-96A. September 4, 2002: Land Claims Negotiation Team reformatted. Identified the Chief Negotiators as the Business Committee Chairperson, Vice-Chairperson, One Council Member, General Manager, and one Land Claims Commissioner.

OBJECTIVES:

The Oneida Land Claims Commission is an elected governing body and will still strive to meet the needs of the GTC. LCC continues to show interest in any BC meetings regarding the New York Land Claims Issues. LCC continues to aim to have their files put on On-base and Jennifer Stevens is striving to put articles in the Kalihwisaks-our last article was about the New York Land Claims Update. Jennifer Stevens was appointed by the LCC Chair, to assist in the New York Land Summit to be scheduled for spring of 2015.

GTC Directives:

Resolution 3-21-77A, March 21, 1977: Oneida Litigation Committee was established. This is now known as the Oneida Land Claims Commission.

GTC Directive July 6, 1998: GTC directive; “Motion that the LCC become part of the Negotiating Committee and work to increase the communication and education of the NY Land Claims Area with a status

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Resolution 9-4-02B Amendment to 9-11-96A. September 4, 2002: Land Claims Negotiation Team reformatted. Identified the Chief Negotiators as the Business Committee Chairperson, Vice-Chairperson, One Council Member, General Manager, and one Land Claims Commissioner.

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**PERSONAL COMMENTS:** The Land Claims Commission has submitted their BC Quarterly Report as scheduled on the May 19, 2015 deadline-for the May 27, 2015 BC Meeting. The LCC was told to reference the policies for reporting; the Comprehensive Policy Governing Boards, Committees, and Commissions and the Boards, Committees and Commissions Quarterly Reporting Procedures for the BC stated “Activities,” of the Commission for the three months such as; January, February, and March, 2015. However we stated our objectives as requested. We would like to clarify that we did submit this report as scheduled and based on the BC Quarterly Report Procedures as provided-if there is a “revised,” version of these procedures they were not found on the tribe’s website under the BC or the Boards, Committees, and Commissions, nor the Intranet. Although it does not state in either policies for the Boards, Committees and Commissions, “Activities,” the LCC respectively are re-submitting our report to meet the suggestions made by the Business Committee.

**Please see the following: ACTIVIES (Requested by the BC)**

## January-March, 2015 Activity Overview

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**Submitted by Jennifer M. Stevens, LCC Exec. Asst. 6/18/2015**

- LCC Regular Monthly Meetings held: January 15, February 19, and March 19 was rescheduled to April 2-due to a death in Jennifer Stevens’ Family. April 16, 2015 meeting was also canceled due to another death in Jennifer Stevens Family. LCC had resumed to their meetings as scheduled for May 21, 2015.
- LCC continuously requested since September, 2014 for a Joint LCC and BC Meeting.
  - Via E-mail and BC Quarterly Report-March 11, 2015 (Jennifer had a personal day-Deadline was Feb 17, 2015-BC Quarterly Report was submitted and Amelia Cornelius, Loretta V. Metoxen, and Jennifer Stevens reported on March 11, 2015.)
- Jennifer Stevens, Executive Assistant requested as of December of 2014 to work 32 hours to supplement her income in a second job on Fridays-Sundays.
- LCC Kalihwisaks Article, “Oneida Land Claims Commission Corner,” New York Land Claims Update by attorney Arlinda Locklear regarding our tribes support for the Stockbridge-Munsee case and Helpful Legal Terms.
  - Jennifer maintains the FaceBook page for the Land Claims Commission.
  - The LCC found out during their BC Quarterly Report March 11, 2015 that the Stockbridge-Munsee New York Land Claims case was dismissed. (The LCC was not informed.)
- LCC Pamphlet on the New York Land Claims Historical Overview; Focus-time line and George Washington’s relationship with the Oneida’s at Valley Forge. Almost completed-Jennifer is developing it and the LCC reviewed and advised Jennifer Stevens. She is doing research and graphic designs. The pamphlet is ground work for a short video as well.
- Amelia Cornelius requested that Jennifer Stevens be on the New York Homeland Summit advisory board-Jennifer attended their March 30, 2015 meeting.

- Jennifer Stevens was on Vacation to teach Oneida Pottery-January-1 week, February 2 weeks, and March-1 week.
  - NY Land Claims On-base project Manual; Jennifer Stevens is developing a manual specific to the Land Claims Commissioners office. The Manual is almost completed.
    - Jennifer Stevens has worked on re-organizing office-potentially downsizing-met with Jacque Boyle and Craig Claussen.
    - Jennifer Stevens and Dakota Webster have agreed to work together on the On-base project since Jennifer doesn't have a support staff.
- 

### **Regular Monthly Meeting Business Overview:**

**January:** Review of both Annual and BC Quarterly Report and approved.

**February:** Special Presentation by Charles Wheelock regarding his petition, BC Quarterly Report update-rescheduled for March 11, 2015 meeting, Internal Elections deferred until we have a full commission, and Vacancy update.

**March:** Regular Monthly Meeting for March 19, 2015 was canceled and rescheduled for April 2, 2015 due to a death in Jennifer Stevens' family and she had to go to South Dakota. Jennifer Stevens was requested to sit on the advisory board for the NY Land Claims Summit-she attended the March 30, 2015 meeting.

### **MEETINGS:**

Land Claims Commission has been meeting once a month on a regular basis as scheduled, the third Thursday of every month at 5PM. The LCC Meetings were held on January 15, February 19, and March 19, (Due to a death) was rescheduled for April 2, 2015-Minutes have been approved for April 2, 2015.

### **FOLLOW UP:**

Questions asked during our September 2014 BC Quarterly Report:

LCC requests a BC and LCC Meeting Joint Meeting: Agenda-New York Land Claims Update.

- LCC is still waiting for a BC & Land Claims Commission Joint Meeting to be scheduled.

# Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 24 / 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: Lori Elm, DOLM Office Manager  
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:

Quarterly Report of the Oneida Land Commission

- 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](mailto:BC_Agenda_Requests@oneidanation.org)

# LAND COMMISSION—(JAN-MARCH, 2015) 2ND QUARTER REPORT

**SECOND QUARTER IMPRESSION:** This quarter was devoted to reviewing information and implementing changes. Criteria for Acquisitions, SOP's and Leases are a few areas that were looked at. Communication of these new processes is an essential piece that is being developed from the changes.

The moratorium is still in place. Procedural exceptions have been granted by the OBC and the Land Commission will continue to move forward in acquiring land to benefit the Tribe and Tribal members.

## Oneida Land Commission Members

### Officers:

Amelia Cornelius, Chair \*  
Rae Skenandore, Vice—Chair  
Lloyd Powless, Secretary

### Members:

Donald McLester  
Sherrole Benton  
Bart Cornelius \*  
Vacant Position \*

**\*3 - Position Expire 7-2015**

## MISSION

**“THE LAND COMMISSION IS AN  
ELECTED BODY OF POLICY MAKERS  
FOR THE DIVISION OF LAND  
MANAGEMENT, OVERSEEING LAND  
ACQUISITION, LEASES, LOAN  
APPROVALS, LAND USE, PROBATES  
AND ALL OTHER TRIBAL LAND  
ISSUES.”**

## BC Liaison:

Ron “Tehassi” Hill, Jr. , OBC

### Alternate:

Jennifer Webster, OBC

## LAND ACQUIRED

- ◆ 12.77 acres 1st & 2nd quarter
- ◆ 1 DREAM homes ( 9 All Year)
- ◆ Currently Own 38.3% Or  
25,085.25 Acres Of Original  
Reservation 65,400 Acres

## Meetings:

Regular Meetings held the 2nd Monday of each month; Acquisition Meetings held the 4th Monday of each month.

Strategy Meetings were held once a month for 3 months

## 8 Meetings were held:

- 3 Regular
- 4 Acquisition
- 1 Joint with Business Committee
- 1 Emergency
- 1 Hearings— Probate

## BC Collaborations

- Next Joint meeting with Business Committee is scheduled for Thursday, September 24, 2015 at the DOLM Conference Room.

## POINTS OF INTEREST

- ◆ WORKING CLOSELY WITH ONEIDA HOUSING AUTHORITY, DEVELOPMENT DIVISION, DIVISION OF LAND MANAGEMENT, RETAIL, GAMING, ONEIDA NATION FARMS, INTERNAL SERVICES AND ENVIRONMENTAL TO ASSIST IN DEVELOPING STRATEGIES
- ◆ DEVELOPED SPECIFIC CRITERIA FOR PURCHASES
- ◆ CONTINUE WORKING ON SUMMIT TO REVIEW STRATEGIES FOR THE NEW YORK PROPERTIES
- ◆ AT THE MARCH 26, 2015 JOINT MEETING WITH BUSINESS COMMITTEE THE FOLLOWING TOPICS WERE DISCUSSED: HOBART STRATEGY'S, NEW YORK CLAIMS SUMMIT, NEW LAND CLAIMS ISSUES, AUDIT, ACQUISITION BUDGET, AND ACQUISITION UPDATE
- ◆ CONTINUE REVIEWING PROCESSES AND AGREEMENTS TO ENSURE THAT DECISIONS ARE MADE IN THE BEST INTEREST OF THE TRIBE
  - √ ACQUISITION PROCESS & CONSIDERATIONS
  - √ LEASE AGREEMENTS AND PROCESSES
  - √ REAL PROPERTY LAW

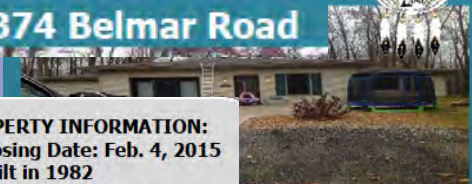
## LAND COMMISSION OVERSIGHT

- ◆ Residential Leases
- ◆ Commercial Leases
- ◆ Agricultural Leases
- ◆ Land Use Agreements
- ◆ Easements
- ◆ Mortgage Loans
- ◆ Home Equity Loans
- ⇒ AND all other Land issues that may arise

## Communication to Community

DOLM Purchase Fact Sheet

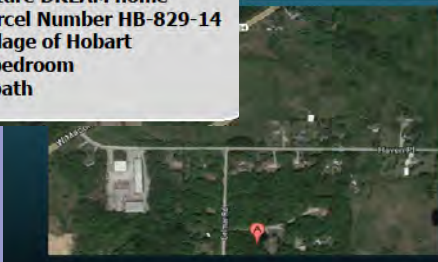
**3374 Belmar Road**



**PROPERTY INFORMATION:**

- Closing Date: Feb. 4, 2015
- Built in 1982
- 2844 sq. foot home
- Acreage: 2.31 acres
- Future DREAM home
- Parcel Number HB-829-14
- Village of Hobart
- 3 bedroom
- 2 bath

For more information please contact the Division of Land Management.



**BC ACTION NEEDED: REQUEST BC TO ACCEPT THE LAND COMMISSION 2ND QUARTER REPORT**



**ONEIDA TRIBE OF INDIANS OF WISCONSIN**  
**Human Resources Department**

**Location:**

909 Packerland  
 Green Bay, WI 54303

Phone: (920)496-7000

<http://www.oneidanation.org/humanresources/>

**Mailing Address:**

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

Fax: (920)496-7490

Job Line: 1-800-236-7050

## MEMO

TO: Oneida Business Committee  
 FROM: Geraldine Danforth, HR Manager *Geraldine*  
 DATE: June 23, 2015  
 RE: Wage Plan for FY2016, FY2017 and FY2018

**For FY2016**

The recommended Wage Plan for FY2016 is to update the Non-Exempt Wage Scale to a minimum of \$10.10/hour starting wage. This would be in essence the new Tribal Minimum Wage. Attached is the Non-Exempt Wage Chart with a range spread of 50%.

- This would impact 292 employees after the 99 cents/hour increase is implemented October 1, 2015. I would recommend the wage chart is implemented Sunday, October 4, 2015.
- The cost for bringing the 292 employees to the minimum of \$10.10/hour is \$731,390.40 which does not include fringe or direct costs. The recommended budgeted amount would be \$1,126,340 to cover total costs.
  - Fringe at 38% would be \$277,928.
  - Indirect at 16% would be 117,022.

Reasons for implementing the new Tribal Minimum Wage are:

- The Federal Government has been discussing raising the Federal Minimum wage to \$10.10/hour,
- The Ho Chunk Tribe is implementing their minimum starting wages to \$10.10/hour in July 2015. Announcements are at <http://whbl.com/news/articles/2015/mar/27/ho-chunk-tribe-announces-minimum-wage-hike-for-employees/>,
- Many Green Bay businesses are increasing their starting wages to \$10.00/hour which is affecting the ability to hire employees for the Oneida Tribe's front line positions to include custodians, retail cashiers, bingo workers, etc.

**FY2017**

The recommended Compensation Plan for FY2017 is to adjust existing employee's wages and salaries within their position's determined grade to reflect their proficiency in their positions based upon years of service in their existing position and also satisfactory annual performance evaluations.

During the past Compensation Studies, both Falmouth and Valliant, phase II of the Compensation Study was to adjust existing employees within their determined grade based upon their experience. Unfortunately, phase II of either compensation study was not implemented due to cost containment.

Below is the years of experience and the pay range progression recommendations.



| Years in Positions | Pay Range Progress |
|--------------------|--------------------|
| 0-5 Years          | 0% to 20%          |
| 6 to 10 Years      | 21% to 50%         |
| 11 to 20 Years     | 51% to 85%         |
| 20+ Years          | 86% to 100%        |

At this point in time, below are the employees and their years of experience within their present positions:

| Years in Position | # of Employees | Pay Range Progression | # of EE's Adjustments | Annual Cost  |
|-------------------|----------------|-----------------------|-----------------------|--------------|
| 0 to 5 Years      | 1079           | 0% to 20%             | 0                     | \$00.00      |
| 6 to 10 Years     | 614            | 21% to 50%            | 62                    | \$113,169.68 |
| 11 to 20 Years    | 742            | 51% to 85%            | 117                   | \$402,584.21 |
| 20+ Years         | 175            | 86% to 100%           | 41                    | \$296,300.16 |
|                   |                |                       |                       | \$812,054.05 |
|                   |                |                       |                       |              |

A 50% pay range progress would put an employee's wage at the midpoint of their grade. This does not include all employees such as Teachers, Co-Teachers, Physicians, etc.) Adjusting employees to the beginning of the pay range progression such as employee with 6 years in their position would have a pay range progression of at least 21%. The above cost is based upon the assumption that the employee is a full time employee working 40 hours a week. The actual cost may vary upon actual hours worked per week by the employee.

Adding Fringe at 38% would be \$308,580.53. Adding Indirect at 16% would be \$129,928.64. This would be a total cost of \$1,120,634.50

Placement in the grade:

Lower Third – Employee is developing and new to their job role.

Middle Third – Employee is proficient in their role or fully competent.

Upper Third – Employee has made significant contributions over time. Employee may be considered SME's or Subject Matter Experts and consistently or expected to add lasting value to the organization.

### **FY2018**

The recommended Compensation Plan for FY2018 would include a recommending a combination of cost of living at 1% to 2% and an additional 1% to 3% merit increase based upon their annual performance evaluation. The Human Resources Department will utilize the industry standards such as Consumer Price Index (CPI), Society for Human Resource Management (SHRM), World at Work and a couple other sources for an overall average cost of living recommendation and performance merit increase.

This will be further developed within FY2017 to be included in the annual Tribal budget process.

If you have any questions, please call me.

**Business Committee Meeting**  
9:00 a.m. Wednesday, June 24, 2015  
Thank you for printing clearly

Bradley Graham

Bill Graham

Florence Petri

C. Lubin-Gilchroser

Deanne McLester-Heim

F.L. COPIVECIUS

Dale B. Whedock CHA

Dustin McIntyre

Krystal John

Lynn Franzmeier

~~John Alford~~

~~Walden Dant~~

Mary Ann

Josie Duxator

Janice Hurtuf