

UNITED STATES DEPARTMENT OF THE INTERIOR
OFFICE OF HEARINGS AND APPEALS
INTERIOR BOARD OF INDIAN APPEALS

DAVID V. DILLENBURG
AND THOMAS G. SLADEK,

APPELLANTS,

v.

MIDWEST REGIONAL DIRECTOR,
BUREAU OF INDIAN AFFAIRS,

Docket Nos. IBIA 15-005
15-006
15-007
15-008

APPELLEE.

APPELLANTS' REPLY BRIEF¹

"The answer to it is that the Oneidas were allotted, and through fee patenting and other allotment procedures they lost all of their land. And they are living practically unprotected and not in any real way under Federal jurisdiction."

Memo dated February 26, 1934 from Commissioner Collier to Secretary Ickes.

The transfer of these parcels to trust cannot be countenanced under the Indian Reorganization Act ("IRA") because the Oneida Tribe of Indians of Wisconsin ("Oneida Tribe") has no right to transfer lands into trust under that Act. Appellees attempt to, but cannot evade the ruling of *Carcieri v. Salazar*,² which requires a tribe to be "under federal jurisdiction" on the date of enactment of the IRA for that tribe to benefit from it. While many tribes were "under federal jurisdiction" at that time, the Oneida Tribe was not, the federal government having severed its connections with the Oneida Tribe by that time. Therefore, the subject transfer of the parcels to

¹ The Oneida Tribe has also filed a motion to dismiss the appeal of Mr. Dillenburg and Mr. Sladek. This reply brief will also serve as Mr. Dillenburg's and Mr. Sladek's opposition to that motion, as it addresses the same areas of dispute.

² 555 U.S. 379 (2009),

trust cannot be accomplished under the IRA. Appellants have asserted their rights to object to this transfer based upon real and particularized harm that will result as a consequence of this transfer. In short, Appellants have standing and seek to enforce the law to prevent this transfer to trust.

STANDARD OF REVIEW

Appellee improperly simplifies the standard of review in this case. The IBIA applies a “de novo” review to both questions of law and the sufficiency of the evidence.³ Only when the Regional Director (“RD”) properly follows all of the required standards will the IBIA refrain from substituting its own judgment.⁴ Moreover, the IBIA must review any “[l]egal determinations” made by the RD *de novo*.⁵ And while the burden is admittedly on Appellant to show the RD committed error, “any information available to the reviewing official may be used in reaching a decision whether part of the record or not.”⁶

ARGUMENT

The Appellee opposes Mr. Dillenburg’s and Mr. Sladek’s appeal, claiming (1) they have no standing to bring this appeal; and (2) the IRA provides authority for the Oneida Tribe to place these lands into trust. The Appellee is mistaken on both counts.

A. Mr. Dillenburg and Mr. Sladek have standing.⁷

The claims brought by Mr. David Dillenburg and Mr. Thomas Sladek (“Appellants”) satisfy not only Article III’s standing requirements (injury-in-fact, causation, and redress ability), but also the prudential standing requirement that those claims be “arguably within the zone of

³ *James Birdtail III v. Rocky Mountain Regional Director, Bureau of Indian Affairs*, 45 IBIA 1, 5 (2007).

⁴ *Joseph La-Fauss Pappin III and Deborah Wyatt v. East. Oklahoma Regional Director*, 50 IBIA 238, 242.

⁵ *Id.* (citing *Estes v. Acting Great Plains Regional Director*, 50 IBIA 110, 115 (2009)).

⁶ *Id.*; 25 C.F.R. Part 2, § 2.21.

⁷ The bulk of this “standing argument” is based upon and supported by the Affidavits of Thomas G. Sladek and David V. Dillenburg of December 30 and 31, 2014. The facts and arguments made within this section refer to those affidavits.

interests to be protected or regulated by the statute.”⁸ Because the Appellants are interested parties who have brought claims that this illegal transfer to trust adversely affects their interests, they have standing to challenge this transfer.

The central “standing” argument posited by Appellees is that the Appellants’ injuries are too speculative to confer standing. Appellee argues that additional tax burdens or loss of services resulting from transferring property to trust are sufficiently remedied through agreements with various municipal entities. This argument fails to address the testimony of Mr. Sladek, who stated in his affidavit that his injuries still exist, regardless of these agreements, because the agreements do not offset the loss of tax revenue:

However, offsetting credits given to the Oneida Tribe of Indians of Wisconsin, and the failure to keep current and accurate property values on those lands, means less revenue for the City of Green Bay that otherwise would be levied through property taxes. For example, the agreement requires annual meetings to reconcile things such as property value influxes or decreases, but no such meeting was held from 2009 to 2013, and the meeting in 2014 ended with no agreement about seemingly undervalued properties. In short, the revenue received through property taxes is much greater than the revenue received through the agreement, and the revenue received through property taxes is non-negotiable. Moreover, the agreement can be terminated at certain points by simply requesting an amendment to which the other side would not agree. Whereas property taxes are perpetual, consistent, and provide more money in the City of Green Bay’s coffers, this agreement is subject to negotiation, termination, and provides less money to the City of Green Bay.⁹

⁸ See *Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians v. Patchak*, 132 S.Ct. 2199, 2210 (2012) (omitting citation). Again, the IBIA has requested Appellants to brief “standing” using *Lujan*-type judicial standing as the appropriate standard, but Appellants do not agree that this is the correct standard. Under 43 C.F.R. § 4.330, an interested person is “any person whose interests could be adversely affected by a decision in an appeal,” which provides a much less restrictive “standing” requirement. See *Preservation of Los Olivos v. U.S. Dept. of Interior*, 635 F.Supp.2d 1076 (C.D. Cal. 2008) (challenging the IBIA’s conclusion, without explanation, regarding the use of judicial standing principles.) Appellants recognize, however, that the IBIA addressed this issue in *Preservation of Los Olivos and Preservation of Santa Ynez v. Pacific Regional Director*, 58 IBIA 278, 289—301 (2014), and will follow the Board’s directive as it relates to arguing before this Board. Appellants reserve their right on appeal to argue the IBIA’s “standing” analysis is incorrect from a threshold perspective by using the wrong standard.

⁹ *Affidavit of Thomas G. Sladek* ¶ 6.

In effect, once those properties are transferred into trust, the ability of Mr. Sladek and other community members to rely upon income from that property has effectively been lost. Contrary to the RD's conclusion that "[t]he potential loss of tax revenue resulting from the trust acquisition of the parcel appears to be minimal," that conclusion does not account for the lack of enforcement by the City or the Oneida Tribe.

There is nothing speculative about the agreement requiring annual meetings to reconcile payments for undervalued properties. There is nothing speculative about those meetings not being held from 2009 to 2013. There is nothing speculative about the 2014 meeting resulting in no agreement regarding seemingly undervalued properties. The agreement does not protect Mr. Sladek's interests from the harm visited upon him by placing these parcels into trust because it does not provide an adequate substitute for perpetual and consistent property taxes.

The Oneida Tribe has offered several affidavits as part of its motion, all directed to procedurally foreclose Mr. Sladek and Mr. Dillenburg from protecting their rights and ensuring no harm comes to them. Ms. Webster states within her affidavit that "I am personally aware that the lists of trust properties have been updated as new properties have been taken into trust." This does not contradict anything Mr. Sladek says. The transfer of these properties into trust may occur with a fixed value, but the Tribe has not met and will not agree to values thereafter, even if undervalued. This is an actual and concrete injury visited upon Mr. Sladek, and, frankly, any community member. The fact that it affects each community member does not diminish Mr. Sladek's individual and particularized harm, or his standing in this case.

Notably, in *Preservation of Los Olivos and Preservation of Santa Ynez v. Pacific Regional Director*, the IBIA found that the removal of property from the tax base—characterized as the "sole" legal effect of that decision—was sufficient to confer standing on the appealing

entities' *declarants*, but not the appealing entities themselves, because the declarants' harm was not germane to the appealing entities' harm:

it is undisputed that if the Parcel is accepted in trust, it will no longer be subject to property taxes. Thus, the economic injuries and causation alleged by Bowen and Hamer (assuming they are not overly speculative) would be traceable to the Decision because, but for taking the Parcel into trust, it will remain subject to property taxes, the exemption from which is the source of the alleged economic injury

...

We nevertheless conclude that Appellants have failed to demonstrate Appellants' standing because at no time have they produced evidence to show that the interests Bowen and Hamer assert are germane to either Appellant organization, which is an additional element for standing when an organization claims to have standing to sue on behalf of its members.¹⁰

Here, we do not have appealing entities, but actual individuals claiming adverse effects by transferring these properties away from the tax base, so the germaneness issue does not affect standing. And that is not the only harm here.

Mr. Dillenburg asserts his rental properties will suffer as a result of the transfer of these subject properties to trust, putting his rentals on unequal footing with a rental that does not have the added burden of paying property taxes. As he stated:

I have a higher cost of operation than those competing rental properties in trust because property taxes are the single most expensive cost associated with my overhead. Placing these parcels in trust will give those rental properties in trust a decided rental advantage due to the Tribe's lower overhead and ability to charge lower rent, to the detriment of my ability to competitively rent out my properties, which will lower the income I can expect to receive.¹¹

There is nothing speculative about traditional applications of a free market. Less overhead means the ability to rent for less. While the affidavits of Mr. Denny and Ms. Wilson indicate

¹⁰ *Preservation of Los Olivos and Preservation of Santa Ynez*, 58 IBIA at 304-05.

¹¹ *Affidavit of David Dillenburg* ¶ 7.

that rental rates will not change if a rental property is placed in trust, they fail to detail the actual rental rates of those properties, which would show whether Mr. Sladek is at a competitive disadvantage. Moreover, the Tribe's rental properties are aggregated, so the more of them in trust, the better the ability to lower rates as a whole.

While not addressed by Appellee in any meaningful way, Appellants are also community members seeking peace, safety, order and security within their community through the implementation and enforcement of uniform ordinances, which address matters such as zoning, land use, maintenance of lands and buildings, animal control, criminal conduct, sanitation, nuisance of noise and odor, and traffic control, to name but a few. These ordinances do not apply to land in trust. A checkerboard has developed in which next door neighbors are guided by different governance policies than each other, leading to a lack of uniformity and disruption to community cohesion. Again, this is particularized harm to each member of the community, including Mr. Sladek and Mr. Dillenburg—meaning it affects them personally—who seek uniformity and community cohesion, which this transfer frustrates, and which each additional transfer frustrated in an increasingly compound way.

Appellees also argue the remaining standing elements are not met. Appellees argue that any injury “is not traceable to the decisions to take these 11 parcels in trust . . . and any alleged injury will not be likely redressed by a favorable decision.”¹² Contrary to Appellee's argument, Appellants' complaints are not “about the Tribe's status and the reservation status,”¹³ but are directly attributable to the placement of parcels into trust. The concrete harm visited upon both Appellants is directly related to the placement of these parcels into trust. The transfer of the property into trust, and away from the tax base, concretely affects both Mr. Sladek and Mr.

¹² *Appellee Br.* at 5.

¹³ *Id.*

Dillenburg. Not surprisingly, a reversal of the decision of the RD would remedy this problem by ensuring those parcels are not removed from the tax base or the jurisdiction of the City.

All of the elements of standing are met by Appellants: (1) they have suffered an actual or imminent, concrete and particularized injury to or invasion of a legally protected interest; (2) the injury is fairly traceable to the challenged action; and (3) the injury will likely be redressed by a favorable decision.¹⁴ Again, even the RD correctly considered Appellants as “interested parties” in making her decision.¹⁵

Appellants “must satisfy not only Article III’s standing requirements, but an additional test: The interest he asserts must be ‘arguably within the zone of interests to be protected or regulated by the statute’ that he says was violated.”¹⁶ “The prudential standing test . . . is not meant to be especially demanding.”¹⁷ “The benefit of any doubt goes to the plaintiff.”¹⁸ “The test forecloses suit only when a plaintiff’s interests are so marginally related to or inconsistent with the purposes implicit in the statute that it cannot reasonably be assumed that Congress intended to permit the suit.”¹⁹ In *Patchak*, the Supreme Court specifically stated that neighbors’ “interests, whether economic, environmental, or aesthetic, come within § 465’s regulatory ambit.”²⁰ Similarly, Appellants’ financial and community interests rise well above this very low bar for prudential standing. As summed up by the Supreme Court: “If the Government had violated a statute specifically addressing how federal land can be used, no one would doubt that a neighboring landowner would have prudential standing to bring suit to enforce the statute’s

¹⁴ *DuBray v. Great Plains Regional Director*, 48 IBIA 1, 19 (2008) (citing *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992)).

¹⁵ *NODs of 8/19/2014* at 3 or 4 (“which we have considered as interested parties”).

¹⁶ *Patchak*, 132 S.Ct. at 2210 (omitting citation).

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*, 132 S.Ct. at 2212.

limits.”²¹ That is precisely the case here. As neighbors and community members, Appellants have a right to object to an illegal transfer that adversely affects them personally and concretely.

B. The Regional Director’s decision is contrary to legal precedent.

Pursuant to the IRA, the Secretary of the Interior may take land into trust “for the purpose of providing land for Indians.”²² The IRA states “the term Indian as used in this act shall include members of any recognized Indian tribe now under federal jurisdiction”²³ The United States Supreme Court has held that in order for a tribe to be eligible to utilize the IRA, as a mechanism to have its lands placed into trust, it must have been a recognized tribe “under federal jurisdiction” as of June 18, 1934.²⁴ Because the Oneida Tribe was not a recognized tribe “under federal jurisdiction” as of June 18, 1934, the IRA does not apply to it. Therefore, this transfer of land into trust cannot legally be countenanced.

Appellee misinterprets “under federal jurisdiction” to place the Oneida Tribe under the statute. Appellants recognize that the Solicitor has provided an opinion: “The Meaning of ‘Under Federal Jurisdiction’ for Purposes of the Indian Reorganization Act,”²⁵ and the IBIA has made a decision: *Village of Hobart v. Midwest Regional Director*,²⁶ which run counter to Appellant’s argument. However, those opinions also run counter to the binding precedent of *Carcieri*, which interpreted the phrase “now under federal jurisdiction” to exclude tribes that were not under federal jurisdiction as of the date of the IRA. Because the Oneida Tribe had been removed from federal jurisdiction through various other Acts that vitiated its relationship with

²¹ *Id.*, 132 S.Ct. at 2211.

²² 25 U.S.C. § 465.

²³ 25 U.S.C. § 479.

²⁴ The *Carcieri* court focused on the word “now” as used in § 479 and determined “now” meant June 18, 1934, the date the IRA was enacted. *Carcieri*, 129 S.Ct. at 1068.

²⁵ Sol. Op. M-37029 (Mar. 12, 2014)

²⁶ 57 IBIA 4 (2013)

the federal government, it could not be and was not recognized under the IRA at the time of its enactment.

On February 8, 1887, the General Allotment Act,²⁷ known generally as the Dawes Act, was passed, the purpose and effect of which was described by the Commissioner of Indian Affairs as follows:

I fail to comprehend the full import of the allotment act if it was not the purpose of Congress which passed it and the Executive whose signature made it a law ultimately to **dissolve all tribal relations** and to place each adult Indian on the broad platform of American citizenship.²⁸ (emp. added.)

Under the Burke Act, the 25-year waiting period was shortened for those Indians deemed “competent” by the Secretary of the Interior.²⁹ Yet another Act, dealing specifically with the Oneida Tribe, was enacted on June 20, 1906, and authorized the Secretary of Interior to immediately issue fee patents to certain individuals who previously received trust allotments as well as to “any Indian of the Oneida reservation in Wisconsin.” This final Act ended the relationship between the federal government and the Oneida Tribe.

As confirmed by the 1912 Annual Report of the Department of the Interior, United States Indian Services: “The Oneidas are all allotted citizens, and federal laws apply only to lands still in trust.”³⁰ And for the allotted land of the Oneida Reservation, the 25-year trust protection period, provided in the Dawes Act, ended in 1917, meaning no land or Oneida Tribe members were “under federal jurisdiction” as of 1934. To the extent any *de minimis* amount of land was still held by the United States for the Oneida Tribe, that does not affect this analysis. Much like in *Osage Nation v. Irby*, where the Tenth Circuit found the Osage Nation was disestablished

²⁷ 24 Stat. 388, Ch. 119, 25 U.S.C. 331.

²⁸ 1887 Annual Report of the Commissioner of Indian Affairs. Appendix Exhibit 2.

²⁹ 25 U.S.C. § 349, 34 Stat. 182 (1906).

³⁰ 1912 Annual Report of the Department of the Interior. Appendix Exhibit 10.

even though the federal government still held .04% of the total land, the same can be said for the .13% claimed by the Oneida Tribe.³¹ The Department of the Interior's position was noted again in 1933, when the Commissioner of Indian Affairs was asked for guidance relating to taxation of Samson Cornelius Stevens' property, to which William Zimmerman, Jr., the Assistant Commissioner of Indian Affairs, wrote back: "Mr. Stevens was issued a fee patent for his allotment after the trust period expired in 1918 and therefore, it is our view that the **jurisdiction of the Department** (Dept. of Interior) **over the allotment in question terminated** on the expiration of the trust period."³²

In 1934, when the Secretary of Interior's office was requested to intervene, Nathan Margold, a solicitor for the Department of Interior, was provided a legal memorandum that stated:

The foregoing section (the Burke Act of May 8, 1906, 34 Stat. 182) provides in clear and unequivocal language that when the trust period expires and when the lands have been conveyed to the Indians by patent in fee, each and every allottee shall have the benefit of and be subject to the laws, both civil and criminal, of the state and territory in which they reside. The fee patent divests the United States of the legal title. **The jurisdiction and authority theretofore exercised by the Secretary of the Interior by reason of the prior trust and restriction come to an end. Citing *Larkin v. Paugh*, 276 U.S. 431.**³³

Even Commissioner Collier, the principal author of the IRA, confirmed, less than four months before the enactment of the IRA, that this Tribe was "**not in any real way under Federal Jurisdiction.**"³⁴

³¹ 597 F.3d 1117, 1127 (10th Cir. 2010).

³² William Zimmerman Letter to William Skenadore, July 24, 1933. Appendix Exhibit 19.

³³ Memorandum for Mr. Marigold, January 16, 1934. Appendix Exhibit 21.

³⁴ Memo dated February 26, 1934 from Commissioner Collier to Secretary Ickes. Appendix Exhibit 23.

Appellee cites several Supreme Court cases and suggests they stand for the proposition that Congress has never intended for a reservation to be terminated by allotment. That is simply not true. Even Appellees cite *Solem v. Bartlett* for the proposition that:

The first and governing principle is that only Congress can divest a reservation of its land and diminish its boundaries. Once a block of land is set aside for an Indian Reservation and no matter what happens to the title of individual plots within the area, the entire block retains its reservation status **until Congress explicitly indicates otherwise.**³⁵

Congress did just that, explicitly, on June 20, 1906, when it enacted the law that authorized the Secretary of Interior to immediately issue fee patents to certain individuals who previously received trust allotments.³⁶ The Seventh Circuit recently interpreted that Act, as it applied to the Stockbridge-Munsee Tribe: “the circumstances surrounding the Act show that Congress wanted to extinguish what remained of the reservation when it passed the Act.”³⁷ That Court then distinguished this 1906 Act from other allotment Acts that required the patents to be held in trust for a period of time. When interpreting that part of the Act requiring “immediate issuance of fee patents,” the court stated “[w]hy include this peculiar provision? Because the reservation could only be abolished if the tribal members held their allotments in fee simple.”³⁸ “The intent to extinguish what remained of the reservation is born out by the act’s provision for allotments in fee simple.”³⁹ Notably, this very Act applied not only to the Stockbridge-Munsee Tribe, but to the Oneida Tribe of Wisconsin. Both Tribes were authorized the immediate issuance of fee patents of the former reservations to individual tribal members. Congress, therefore, explicitly sought to abolish the reservation and extinguish its relationship with the Oneida Tribe.

³⁵ 465 U.S. 463, 470 (1984) (emphasis added).

³⁶ 34 Stat. 325, 380-81.

³⁷ *State of Wisconsin v. The Stockbridge-Munsee Community, et al.*, 554 F.3d 657, 664 (7th Cir. 2009).

³⁸ *Id.*

³⁹ *Id.*

The Eastern District of Wisconsin cases cited by Appellants from 1909 and 1933 have not been overruled, as claimed by Appellees, by the inapposite Supreme Court cases cited by Appellees. Those cases properly apply the 1906 Act as it was understood then, and as it is still understood by the Seventh Circuit, *i.e.* that the Act served to extinguish the relationship between the federal government and the tribes applicable to that Act. Judge Ripple concurred in that Seventh Circuit judgment in *The Stockbridge-Munsee Community, et al.*, merely to note this decision is entirely consistent with Supreme Court precedent:

I write separately simply to underline that today's decision does not constitute a departure from the general rule that once Congress has established a reservation, its boundaries remained fixed unless Congress explicitly diminishes those boundaries or disestablishes the reservation. As the court's opinion makes explicit, this general proposition is firmly embedded in our jurisprudence. *See Solem v. Bartlett*, 465 U.S. 463, 470, 104 S.Ct. 1161, 79 L.Ed.2d 443 (1984). Moreover, explicit legislative language remains "[t]he most probative evidence of congressional intent." *Id.*⁴⁰

All of these cases clearly indicate that the federal government relinquished its authority over the Oneida Tribe by the time of the enactment of the IRA. Moreover, as noted within Appellant's brief in chief, the historical record during that time and leading up until the enactment of the IRA bears out this intent and belief.

While Appellant recognizes that the Solicitor's M-Opinion and the *Village of Hobart* would normally be binding on this Board, both of those opinions conducted an analysis that premises itself on the false assumption that voting under section 18 of the IRA automatically confers jurisdiction over *a tribe*: "Such an eligibility determination would include deciding the tribe was under federal jurisdiction, as well as an unmistakable assertion of that jurisdiction."⁴¹ However, these votes have nothing to do with recognizing the jurisdiction of *a tribe*. Voting

⁴⁰ *Id.*, 554 F.3d at 665 (Ripple, J concurring).

⁴¹ Sol. Op. M-37029 p. 21.

under a Section 18 election was done by adult Indians that were: (1) a member of a recognized tribe under federal jurisdiction, (2) a descendant of a member of such a tribe, *or* (3) a person of one-half or more Indian blood.⁴² The fact that adult Indians voted in a special election *does not* show that any one of them satisfied the first definition of “Indian”—which requires tribal membership—rather than the second or the third, which do not. So, a Section 18 election cannot prove that the Indians who voted in it were members of a recognized tribe under federal jurisdiction for *Carciari* purposes. Because this legal theory is fatally flawed, and because *Carciari* is binding on this Board, the Board is authorized to make a decision consistent with Appellants’ arguments.

Therefore, pursuant to the holding in *Carciari*, the Tribe is not eligible to utilize the IRA to have land placed into trust. The fact that a tribe arguably was reorganized and recognized after June 18, 1934, may not have seemed significant at that time, but given the ruling in *Carciari*, it means everything. Congress could certainly clarify this issue and ensure the Oneida Tribe is given this right, but it has not done so, so this Board is bound by the IRA and its interpretation in *Carciari*. Appellants do not contend there were no persons of Oneida descent living in Wisconsin in 1934. Appellants do not contend that those individuals had absolutely no contact with the federal government. What Appellants do contend, and the Secretary of Interior, the Commissioner of Indian Affairs and at least two federal judges have confirmed, is that there was no reservation or recognized tribal organization under federal jurisdiction as of 1934.

CONCLUSION

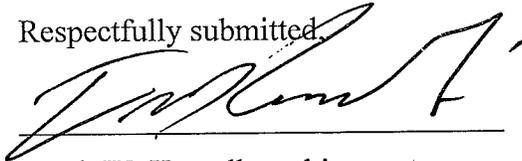
The historical record is clear. The Oneida Tribe was not under federal jurisdiction in 1934, as required under *Carciari* to have land placed into trust under the IRA. Because the Appellants are interested parties who have brought claims that this illegal transfer to trust

⁴² See 25 U.S.C. § 479.

adversely affects their interests, they have standing to challenge this transfer. Based upon the foregoing, the RD's decisions to accept the land into trust must be vacated.

Dated: April 24, 2015.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank W. Kowalkowski", written over a horizontal line.

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CERTIFICATE OF SERVICE

Pursuant to 43 C.F.R. § 4.333, the undersigned hereby certifies that on this 24th day of April, 2015, the foregoing APPELLANTS' REPLY BRIEF was served on the following parties in the manner indicated:

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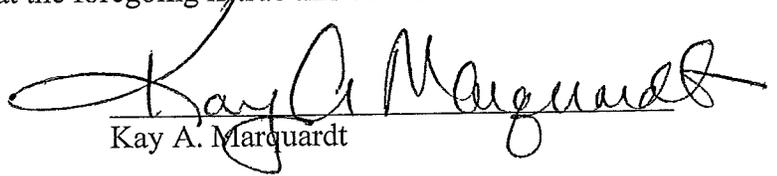
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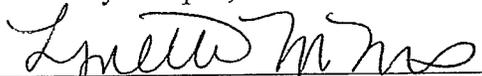
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I declare under penalty of perjury that the foregoing is true and correct.


Kay A. Marquardt

Subscribed and sworn to before me
this 24th day of April, 2015.


* Lynette M. Mathias

Notary Public, Brown County, Wisconsin

My Commission expires 7-12-15.