

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

DAVID V. DILLENBURG)		
and THOMAS G. SLADEK,)		
)		
Appellants,)	Docket Nos. IBIA	15-005
)		15-006
v.)		15-007
)		15-008
MIDWEST REGIONAL DIRECTOR,)		
BUREAU OF INDIAN AFFAIRS,)		
)		
Appellee.)		

AFFIDAVIT OF REBECCA M. WEBSTER

Rebecca M. Webster, being first duly sworn on oath, deposes and states as follows:

1) I am an enrolled member of the Oneida Tribe of Indians of Wisconsin ("Tribe"). I am employed as Senior Staff Attorney by the Tribe. I make this affidavit in support of the Tribe's Answer Brief in the above-captioned appeals. I have personal knowledge of the facts set forth in this affidavit and, if called upon, could and would testify as to these facts.

2) I have been employed as a staff attorney by the Tribe since May 2003. My duties include working with the Tribe's administrative agencies that manage the Tribe's fee and trust lands. As a result, I am familiar with the Tribe's laws and records relating to management of the Tribe's fee and trust lands. In addition, my duties require familiarity with and reliance upon Brown and Outagamie County records, as they relate to the Tribe's fee and trust lands.

3) The Tribe is organized under a Constitution adopted pursuant to the Indian Reorganization Act (IRA), 25 U.S.C. § 476, and approved by the Secretary of the Interior on December 21, 1936. (Haas, *Ten Years of Tribal Government under the I.R.A.*, U.S. Indian Service (1947)).

4) The Tribe occupies the Oneida Reservation, which encompasses approximately 65,400 acres, and was set aside for the Tribe pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566. The Village of Hobart ("Hobart") lies within the exterior boundaries of the Oneida Reservation.

5) Portions of the City of Green Bay lie within the boundaries of the Oneida Reservation. Portions of Brown County lie within the boundaries of the Oneida Reservation. The Tribe owns fee land and trust land on the Reservation and within the limits of the City of Green Bay and Brown County.

6) The Tribe entered into a Service Agreement with the City of Green Bay on March 9, 2009. See A.R. Vol. 2, Tab 5 of the record. The Tribe entered into a Service Agreement with Brown County on May 29, 2008. The Tribe and Brown County amended this agreement on September 18, 2008, and on July 2, 2010. See A.R. Vol. 2, Tab 3 of the record. Both of these agreements remain in effect. I am one of the representatives of the Tribe responsible for implementing the terms of the Service Agreements.

7) Both Service Agreements contain provisions to compensate Brown County and the City of Green Bay for services they provide to tribal trust properties. The formula in both agreements is based, in part, on the valuation of tribal trust property and the value of services provided by the Tribe.

8) Both Service Agreements provide for annual meetings and for the updating of the list of tribal trust properties. Both Service Agreements also provide opportunities for the parties to update the value of tribal trust property. As one of the tribal representatives responsible for implementing the terms of the Service Agreements, I have had regular contact with the Finance Directors for the City of Green and Brown County as well as City Attorney's Office and the Brown County Corporation Counsel's Office. I am personally aware that the lists of trust properties have been updated as new properties have been taken into trust.

9) Both Service Agreements contain provisions for the parties to invoke dispute resolution provisions as well as waivers of sovereign immunity in the event a party believes the other has not fulfilled the terms of the agreement.

10) Both Service Agreements contain provisions that clarify the limits of local government civil regulatory jurisdiction over tribal members or tribal properties. In this regard, Paragraph 17(a) of the Service Agreement between the Tribe and Brown County states:

Tribal law addresses zoning, building, nuisance, health and land use regulations ("Health and Safety Regulations") which are applicable to the Tribe, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land in accordance with tribal law. County ordinances addressing Health and Safety Regulations do not apply to Tribal Members on the Reservation.

Paragraph 6(a) of the Service Agreement between the Tribe and the city of Green Bay states:

Tribal law addresses zoning, building, nuisance and land use regulations ("Peace and Safety Regulations") which are applicable to the Tribe, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land. City ordinances addressing Peace and Safety Regulations do not apply to Tribal Members on the Reservation.

11) Both Service Agreements contain provisions for communication between the parties concerning jurisdictional issues. In this regard, Paragraph 6(d) of the Service Agreement between the Tribe and City of Green Bay states:

The City agrees to forward Peace and Safety Regulation issues concerning the Tribe, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land to the appropriate tribal staff. If necessary, the tribal staff shall then disseminate the concern to more appropriate tribal staff who shall address the concern. The Tribe agrees to identify at all times at least one contact person for Peace and Safety Regulation issues.

Paragraph 17(d) of the Service Agreement between the Tribe and Brown County states:

The County agrees to forward Health and Safety Regulation issues concerning the Tribe, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land to the appropriate tribal staff. If necessary, the tribal staff shall then disseminate the concern to more appropriate tribal staff who shall address the concern. The Tribe agrees to identify at all times at least one contact person for such issues. The Tribe further agrees to send the final summary report outlining the resolution/findings of the Tribe's investigation to the County at the conclusion of the Tribe's process.

12) As one of the tribal representatives responsible for implementing the terms of the Service Agreements, I am also in regular contact with the attorneys from the City of Green Bay and Brown County to discuss and resolve issues that arise under the jurisdictional provisions of the Service Agreements. Overall, we have a good working relationship and have been able to quickly resolve issues as they arise.

FURTHER AFFIANT SAYETH NOT.


Rebecca M. Webster

Subscribed and sworn to before me
this 26th day of January, 2015.


Notary Public, State of Wisconsin
My commission expires: 6-20-17