Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54115-0365
Oneida-nsn.gov

LEGISLATIVE OPERATING COMMITTEE MEETING AGENDA

Business Committee Conference Room-2nd Floor Norbert Hill Center
August 3, 2016 9:00 a.m.

I. Call to Order and Approval of the Agenda

II. Minutes to be approved

1. July 20, 2016 LOC Meeting Minutes

III. Current Business

1. Mortgage and Foreclosure
2. Marriage Rules
3. Petition: Debraska – Per Capita Distribution

IV. New Submissions

1. Conflict of Interest Policy Emergency Amendments
2. LOC Priorities
3. FY 17 Budget Statement of Effect

V. Additions

VI. Administrative Updates

VII. Executive Session

VIII. Recess/Adjourn

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LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2nd Floor Norbert Hill Center
July 20, 2016 9:00 a.m.

Present: Brandon Stevens, David P. Jordan, Jennifer Webster, Fawn Billie
Excused: Tehassi Hill
Others Present: Jennifer Falck, Taniquelle Thurner, Maureen Perkins, Krystal John, Danelle Wilson, Rae Skenandore, Cathy L. Metoxen, Jeri Bauman

** note: Due to an error with the audio equipment this meeting was not recorded.*

I. Call to Order and Approval of the Agenda

Brandon Stevens called the July 20, 2016 Legislative Operating Committee meeting to order at 9:02 a.m.

Motion by David P. Jordan to adopt the agenda with the deletion of 3.1 Community Support Fund Amendments and 4.1 Drug and Alcohol Free Workplace Emergency Amendments and the addition of 5.1 Garnishment Amendments and 5.2 Membership Ordinance Emergency Amendments; seconded by Fawn Billie. Motion carried unanimously.

II. Minutes to be approved

1. **July 6, 2016 LOC Meeting Minutes**
   Motion by David P. Jordan to approve the July 6, 2016 LOC meeting minutes; seconded by Jennifer Webster. Motion carried unanimously.

III. Current Business

1. **Mortgage and Foreclosure**
   Motion by David P. Jordan to accept the Mortgage and Foreclosure public comments and direct the Legislative Reference Office to prepare an adoption packet; seconded by Jennifer Webster. Motion carried unanimously.

2. **Back Pay Amendments**
   Motion by David P. Jordan to approve a change in policy changing the formula to use average hours instead of average earnings and approve alternative 2 from the LOC memo, adding a definition for "immediately prior"; seconded by Jennifer Webster. Motion carried unanimously.

3. ~~**Community Support Fund Amendments**~~ *(item deleted at adoption of agenda)*

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4. **Petition: Debraska – Per Capita Distribution**
   Motion by Fawn Billie to accept the statement of effect for Petition-Debraska Per Capita Distribution and forward to the Oneida Business Committee; seconded by David P. Jordan. Motion carried unanimously.

IV. New Submissions

~~1. **Drug and Alcohol Free Workplace Policy Emergency Amendments**~~ *(item deleted at adoption of agenda)*

V. Additions

1. **Garnishment Law Amendments**
   Motion by Jennifer Webster to accept the fiscal impact statement, approve the adoption packet for the Garnishment law Amendments and forward the adoption packet to the Oneida Business Committee for consideration; seconded by David P. Jordan**.** Motion carried unanimously.

2. **Membership Ordinance Emergency Amendments**
   Motion by Jennifer Webster to remove the emergency status of the Membership Ordinance Emergency Amendments, accept the update memo and forward to the Oneida Business Committee as FYI; seconded by Fawn Billie. Motion carried unanimously.

VI. Administrative Updates

VII. Executive Session

VIII. Recess/Adjourn

Motion by David P. Jordan to adjourn the July 20, 2016 Legislative Operating Committee meeting at 10:00 a.m.; seconded by Fawn Billie. Motion carried unanimously.

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Legislative Operating Committee
August 3, 2016

Mortgage and Foreclosure

Submission Date: October 7, 2015

X Public Meeting: 6/30/16
□ Emergency Enacted:

LOC Sponsor: David P. Jordan

Summary: *Is a new law that will explain how the Tribe deals with mortgages and foreclosures. This law is being developed because the Land Commission's hearing responsibilities are transferring to the Judiciary.*

10/7/15 LOC: Motion by David P. Jordan to add the Real Property Law Amendments, Probate Law, Mortgage Law, Landlord-Tenant Law and Land Commission Bylaws Amendments to the Active Files List with himself as the sponsor; seconded by Jennifer Webster. Motion carried unanimously.

12/16/15 LOC: Motion by David P. Jordan to accept the memorandum update as FYI and to defer the Mortgage Law back to the sponsor and to bring back when ready; seconded by Fawn Billie. Motion carried unanimously.

2/3/16 LOC: Motion by David P. Jordan to the forward the Mortgage and Foreclosure Law to the Legislative Reference Office for a legislative analysis and to the Finance Department for a fiscal impact statement; seconded by Tehassi Hill. Motion carried unanimously.

5/18/16 LOC: Motion by David P. Jordan to accept the legislative analysis of the Mortgage and Foreclosure law with revisions (adding section references and noting that the Mortgage and Foreclosure law conflicts with the current Real Property Law, and the Mortgage and Foreclosure law will govern upon adoption) and to defer to the Mortgage and Foreclosure law to the Legislative Reference Office to prepare a public meeting packet for a public meeting to be held on June 16, 2016; seconded by Tehassi Hill. Motion carried unanimously.

6/1/16 LOC: Motion by David P. Jordan to approve the public meeting packet for the Mortgage and Foreclosure law and forward to a public meeting to be held on June 30, 2016; seconded by Fawn Billie. Motion carried unanimously.

6/30/16: Public Meeting held.

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7/20/16 LOC: Motion by David P. Jordan to accept the Mortgage and Foreclosure public comments and direct the Legislative Reference Office to prepare an adoption packet; seconded by Jennifer Webster. Motion carried unanimously.

Next Steps:

- Approve the Mortgage and Foreclosure adoption packet; and
- Forward to the Oneida Business Committee for consideration.

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TO: Oneida Business Committee
FROM: Brandon Stevens, LOC Chairperson
DATE: August 10, 2016
RE: Mortgage and Foreclosure Law

Please find the following attached backup documentation for your consideration of the Mortgage and Foreclosure law:

1. Resolution: Mortgage and Foreclosure (Law)
2. Statement of Effect: Mortgage and Foreclosure (Law)
3. Mortgage and Foreclosure (Law) Legislative Analysis
4. Mortgage and Foreclosure (Law) Draft
5. Mortgage and Foreclosure (Law) Fiscal Impact Statement

Overview

This Resolution adopts a new Mortgage and Foreclosure law. The provisions of this law are summarized as follows:

- The law contains the minimum framework for the Nation's mortgage programs and foreclosure process.
- The Comprehensive Housing Division and the Land Commission have joint delegated rulemaking authority under this law to develop rules that may contain more detailed requirements [see 612.3-1(r)].
- At least one Tribal member must be included on a mortgage application [see 612.4-2(b)].
- There is nothing in the law that prevents non-tribal member spouses from remaining in the mortgaged property in the event of death or divorce of the Tribal member [see 612.4-5].
- Mortgagors in default have an opportunity to enter into an agreement to cure default prior to foreclosure at the discretion of the Comprehensive Housing Division [see 612.6-1].
- Once a judgment to foreclose has been issued by the Judiciary, the mortgagor will receive an order to vacate [see 612.7-5].
- The mortgagor has a 6 month redemption period if the home was occupied prior to the judgment to foreclose, or 5 weeks if the home was abandoned prior to the judgment to foreclose. The mortgagor may redeem the mortgage by paying the full amount of the mortgage and any related fees. If this occurs, the Judiciary will vacate the order to foreclose [see 612.7-4].
- The Nation cannot resell the foreclosed property until after the redemption period has lapsed and all appeals have been exhausted [see 612.7-6].

- The hearing body authority regarding foreclosure judgments has transferred from the Land Commission to the Judiciary [see 612.8-2].

In accordance with the Legislative Procedures Act, a public meeting was held regarding these amendments on June 30, 2016 with a comment period closing on July 7, 2016. Those comments were accepted and considered by the Legislative Operating Committee (LOC) at July 20, 2016 LOC meeting.

Requested Action
Approve the Resolution: Mortgage and Foreclosure (Law)

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BC Resolution _____

Mortgage and Foreclosure Law

WHEREAS, the Oneida Nation 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 Nation; 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 Nation currently offers mortgage programs and a foreclosure process according to section 67.14 of the Real Property law; and

WHEREAS, the Real Property law provides the minimum requirements related to the mortgage programs and mortgage foreclosure and the details that govern operation of the individual mortgage options; and the detailed foreclosure process are provided in Division of Land Management standard operating procedures; and

WHEREAS, an assessment of the Real Property law and housing programs has determined that it would be beneficial to separate the Real Property law into multiple laws further detailing such processes and formally delegating rulemaking authority pursuant to the Administrative Rulemaking law; and

WHEREAS, this law contains additional details related to mortgage programs and delegates joint rulemaking authority to the Land Commission and the Comprehensive Housing Division to create rules naming each mortgage option and the specific requirements related to each, and

WHEREAS, this law provides a more detailed foreclosure process that takes both the Nation and the potential mortgagor step-by-step through the process required to foreclose, including the option to enter an agreement to cure prior to foreclosure and a redemption period; and

WHEREAS, this law provides that selection and decision making authority related to mortgages lies solely with the Comprehensive Housing Division and that such decisions are not appealable to the Judiciary; and

WHEREAS, this law transfers the hearing body authority related to foreclosure from the Land Commission, as currently assigned in the Real Property law, to the Oneida Judiciary;

WHEREAS, a public meeting on the proposed Law was held on June 30, 2016 in accordance with the Legislative Procedures Act.

NOW THEREFORE BE IT RESOLVED, that the Mortgage and Foreclosure law is hereby adopted and repeals section 67.14 of the Real Property law entitled Real Estate Financing; and

NOW THEREFORE BE IT FINALLY RESOLVED, that any standard operating procedures grandfathered in as rules under the Real Property law pursuant to the Administrative Rulemaking law are hereby transferred to rules under this law, provided that any provisions that conflict with this law are void.

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Statement of Effect
Resolution: Mortgage and Foreclosure Law

Summary

This resolution adopts a new Mortgage and Foreclosure law. The amendments can be summarized as follows:

- The law contains the minimum framework for the Nation's mortgage programs and foreclosure process.
- The Comprehensive Housing Division and the Land Commission have joint delegated rulemaking authority under this law to develop rules that may contain more detailed requirements *[see 612.3-1(r)]*.
- At least one Tribal member must be included on a mortgage application *[see 612.4-2(b)]*.
- There is nothing in the law that prevents non-tribal member spouses from remaining in the mortgaged property in the event of death or divorce of the Tribal member *[see 612.4-5]*.
- Mortgagors in default have an opportunity to enter into an agreement to cure default prior to foreclosure at the discretion of the Comprehensive Housing Division *[see 612.6-1]*.
- Once a judgment to foreclose has been issued by the Judiciary, the mortgagor will receive an order to vacate *[see 612.7-5]*.
- The mortgagor has a 6 month redemption period if the home was occupied prior to the judgment to foreclose, or 5 weeks if the home was abandoned prior to the judgment to foreclose. The mortgagor may redeem the mortgage by paying the full amount of the mortgage and any related fees. If this occurs, the Judiciary will vacate the order to foreclose *[see 612.7-4]*.
- The Nation cannot resell the foreclosed property until after the redemption period has lapsed and all appeals have been exhausted *[see 612.7-6]*.
- The hearing body authority regarding foreclosure judgments has transferred from the Land Commission to the Judiciary *[see 612.8-2]*.

Submitted by Krystal L. John, Staff Attorney

Analysis from Legislative Reference Office

This Resolution adopts the Mortgage and Foreclosure which includes the provisions summarized above.

This law conflicts with several provisions of the Real Property Law.

The Real Property Law, in section 67.14-2, provides that the Division of Land Management shall provide loan programs for (a) financing the purchase or down payment of existing home and lands; (b) construction of new homes; (c) repair and improvement to existing homes; (d) refinancing existing mortgages; (e) purchasing or refinancing mobile homes; (f) consolidation of

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loans; and (g) real estate tax arrearages. Under section 612.4-1 of this law, the specific reference to mobile homes is removed as they fall within the general confines of "homes" and the programs for the consolidation of loans and real estate tax arrearages are removed.

The Real Property Law, in section 67.14-3 requires that applicants are 21 years of age or older and the Mortgage and Foreclosure reduces the minimum age requirement to 18 years of age.

The provisions of the Real Property law, in section 67.14-4, require that applicants for any loan name 3 Tribal members to inherit the interest in real property. In addition, it provides that if there is a non-Tribal member spouse and the Tribal member spouse dies, that the non-Tribal member may continue with the mortgage, provided that they are required to name 3 Tribal members to inherit the real property interest, with such designations expiring upon satisfaction of the mortgage. The Real Property Law includes provisions regarding divorce in the case of a non-Tribal member spouse. Finally, the Real Property Law also requires all non-Tribal members named on a mortgage to sign an affidavit acknowledging the additional conditions that require mortgaged interests be tied to Tribal member beneficiaries.

The Mortgage and Foreclosure takes out the requirement to name the Tribal member beneficiaries, does not provide the specific actions that may be taken upon a divorce involving a non-Tribal member spouse and does not require a separate affidavit. In section 612.4-5(a), the Mortgage and Foreclosure law states that the death of a non-Tribal member spouse does not affect the mortgage and that any default may subject the mortgagor to the regular foreclosure proceeding contained in this law. In section 612.4-5(b), the Mortgage and Foreclosure law provides that in the event of divorce, the mortgagor may request a refinancing in accordance with the refinancing rules. The law was developed to change the terms found in the Real Property law related to the death of a Tribal member spouse because it is the land interest that is required to remain with a Tribal member, which is addressed through the residential lease. The revision regarding divorce was incorporated because divorce proceedings govern the property disbursement. This law leaves any refinancing options, including for divorce, to the rules.

The Real Property Law's foreclosure process requires that if the Division of Land Management recommends a foreclosure following a minimum of three months of default, it shall submit the recommendation to the Land Commission and that the Land Commission would serve as the hearing body for the foreclosure. The Mortgage and Foreclosure law allows a foreclosure to be initiated after 2 consecutive notices of default. This maintains the same requirement as the Division of Land Management's Due Process standard operating procedure requiring an initial notice and a second and final notice. However, this law removes the Land Commission from the foreclosure process and names the Oneida Judiciary as the hearing body for all foreclosures.

In order to reconcile the conflicts between this law and the Real Property Law, the adopting resolution repeals section 67.14 of the Real Property Law entitled Real Estate Financing.

Conclusion

Provided that the adopting resolution repeals section 67.14 of the Real Property Law, adoption of this Resolution would not conflict with the Nation's laws.

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Draft # 1
2016 08 03

Mortgage and Foreclosure

Analysis by the Legislative Reference Office					
Title	Mortgage and Foreclosure (law)				
Sponsor	David P. Jordan	**Drafter**	Krystal L. John	**Analyst**	Maureen Perkins
Requester & Reason for Request	Land Commission This is a new law that will explain the process used by the Nation to deal with mortgages and foreclosures. This law is being developed at the Land Commission's request to transfer the commission's hearing responsibilities to the Judiciary.				
Purpose	Set the standards and requirements for participation in the Nation's mortgage programs and to prescribe the foreclosure process required to be used in the event of a default of a mortgage.				
Authorized/ Affected Entities	Land Commission, Oneida Judiciary, Comprehensive Housing Division, Oneida Police Department, Oneida Nation Register of Deeds, Oneida Land Title and Trust Department, Oneida Accounting Department, and Oneida Nation members who wish to participate in mortgage programs offered by the Nation and their spouses				
Related Legislation	Judiciary law, Rules of Civil Procedure, Rules of Appellate Procedure, Leasing Law, Administrative Rulemaking, Real Property Law				
Enforcement & Due Process	Decisions of the Comprehensive Housing Division regarding the issuance of mortgages are final. Foreclosures can be appealed to the Judiciary.				
Public Meeting Status	A public meeting was held on June 30, 2016. The LOC has reviewed the public comments received during the public comment period; and any changes made based on the public comments received have been incorporated into this draft.				

Overview

This is a new law that details the current process used by the Nation to offer mortgage programs to the Nation's membership and to foreclose on a property purchased through the Nation's mortgage programs. The law contains the minimum framework and requirements related to the mortgage programs and the required foreclosure process for all mortgages issued by the Nation. The Comprehensive Housing Division and the Land Commission have been delegated rulemaking authority under this law to develop rules according to the Administrative Rulemaking law which may contain more detailed requirements for each of the various types of mortgages offered by the Nation.

At least one Tribal member must be on the application to qualify for a mortgage issued by the Nation. If married, both spouses must apply for the mortgage jointly. Once a mortgage is issued, if the Tribal member dies, the non-tribal member can remain in the mortgage and the regular default process is applied in the case of a default of a non-tribal member mortgage. In the case of divorce, the ownership of the house will be determined through the divorce proceedings; this law does not prevent non-tribal spouses from remaining in the house absent the Tribal member.

The mortgage default process is detailed within the law. Default notices are mailed to mortgagors for each 30 calendar days of default. The Comprehensive Housing Division, at their

discretion, may enter into an agreement to cure default for mortgagors who demonstrate the ability to pay the defaulted amount within one year. Once two notices of default have been issued, the Comprehensive Housing Division will determine, based on a standard operating procedure, if it is in the best interest of the Nation to pursue a foreclosure. The minimum foreclosure process is detailed and includes the Judiciary as the decision making authority to issue a judgment of foreclosure, rather than the Land Commission under the current process. Once the Comprehensive Housing Division decides to pursue a foreclosure, a summons and complaint is filed with the Judiciary and must include a demand judgment for any deficiency that remains due to the Nation. If the parties come to an agreement to cure default or the mortgagor satisfies the mortgage prior to a judgment to foreclose is issued by the Judiciary, the Judiciary will dismiss the foreclosure.

When a judgment of foreclosure is issued by the Judiciary, a notice to vacate is issued to the mortgagor. This is contrary to state law which allows mortgagors in foreclosure to remain in the premises until the redemption period expires and the premises is sold. However, the practice as detailed in the law is in the best interest of the Nation because it allows the Nation to secure and refurbish the premises during the redemption period so that it is ready for the next buyer and prevent any waste of the property. Additionally, when a judgment of foreclosure is issued, it means that the mortgagor is already in default and will most likely not make the mortgage payments during the redemption period. The mortgagor has a redemption period of six months if they had occupied the premises upon foreclosure, or 5 weeks if they had abandoned the premises, to pay the full amount of the mortgage and any related costs. If this occurs, the Judiciary will vacate the order to foreclose. The Nation cannot resell the premises until the redemption period has expired. Appeals of a judgment of foreclosure may be filed with the Judiciary.

- The law contains the minimum framework for the Nation's mortgage programs and foreclosure process.
- The Comprehensive Housing Division and the Land Commission have joint delegated rulemaking authority under this law to develop rules that may contain more detailed requirements *[see 612.3-1(r)]*.
- At least one Tribal member must be included on a mortgage application *[see 612.4-2(b)]*.
- There is nothing in the law that prevents non-tribal member spouses from remaining in the mortgaged property in the event of death or divorce of the Tribal member *[see 612.4-5]*.
- Mortgagors in default have an opportunity to enter into an agreement to cure default prior to foreclosure at the discretion of the Comprehensive Housing Division *[see 612.6-1]*.
- Once a judgment to foreclose has been issued by the Judiciary, the mortgagor will receive an order to vacate *[see 612.7-5]*.
- The mortgagor has a 6 month redemption period if the home was occupied prior to the judgment to foreclose, or 5 weeks if the home was abandoned prior to the judgment to foreclose. The mortgagor may redeem the mortgage by paying the full amount of the mortgage and any related fees. If this occurs, the Judiciary will vacate the order to foreclose *[see 612.7-4]*.
- The Nation cannot resell the foreclosed property until after the redemption period has lapsed and all appeals have been exhausted *[see 612.7-6]*.
- The hearing body authority regarding foreclosure judgments has transferred from the

Land Commission to the Judiciary *[see 612.8-2]*.

Other

Please refer to the fiscal impact statement for any financial impacts.

Considerations

- The decision to issue an agreement to cure default is at the discretion of the Comprehensive Housing Division. The LOC may consider requiring the Comprehensive Housing Division to create an SOP or a rule detailing the requirements mortgagors must meet to qualify for an agreement to cure a defaulted mortgage.
- This law, the Real Property Law amendments and the Leasing Law are all inter-related. The Real Property Law currently in effect contains provisions relating to mortgages and foreclosure that conflict with this law *[see 67.14 of current Real Property Law]*. However, this Mortgage and Foreclosure law will govern upon adoption. The current proposed amendments to the Real Property Law pull the detail related to mortgages and foreclosures out of the Real Property Law and reference this Mortgage and Foreclosure law instead.
- This law references the Comprehensive Housing Division (CHD). The CHD is scheduled for implementation October 1, 2016. The BC resolution adopting this law will include a provision detailing that each department or division within the CHD (Oneida Housing Authority, Division of Land Management and Elderly Services) will be required to create rules delegated under this law until the CHD is implemented.

Title 6. Property and Land – Chapter 612
MORTGAGE and FORECLOSURE
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that of their houses – their issues

612.1. Purpose and Policy.
612.2. Adoption, Amendment, Repeal.
612.3. Definitions.
612.4. Mortgage Programs.
612.5. Default.
612.6. Agreement to Cure Default.
612.7. Foreclosure.
612.8. Appeal Rights.

612.1. Purpose and Policy.

612.1-1. *Purpose.* It is the purpose of this law to set the standards and requirements for participation in the mortgage programs and to prescribe the foreclosure process required to be used in the event of a default of a mortgage.

612.1-2. *Policy.* It is the policy of this law to administer mortgage programs aimed at maintaining and improving the standard of living for Tribal members, while protecting the Nation's assets and expanding the Tribal land base.

612.2. Adoption, Amendment, Repeal.

612.2-1. This law is adopted by the Oneida Business Committee by Resolution _____.

612.2-2. This law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the Legislative Procedures Act.

612.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

612.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

612.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

612.3. Definitions.

612.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

(a) "Abandoned" means the relinquishment of possession or control of a mortgaged premises whether or not the mortgagor or the mortgagor's assigns have relinquished equity and title to the mortgaged interest.

(b) "Agreement to Cure Default" means a signed contract between a customer of a mortgage program and the Comprehensive Housing Division on behalf of the Nation whereby the parties agree upon a temporary payment schedule to allow the mortgagor to cure a default.

(c) "Appraisal" means the valuation of real property by the estimate of an authorized person.

(d) "Business Day" means Monday through Friday from 8:00 a.m. - 4:30 p.m., excluding holidays recognized by the Nation.

(e) "Comprehensive Housing Division" means the entity responsible for housing matters specifically related to mortgages and foreclosures as defined by Oneida Business Committee Resolution.[1]

(f) "Default" means a failure to comply with the payment terms of a mortgage.

(g) "Foreclosure" means a legal proceeding initiated by the Nation to terminate a mortgagor's interest in real property, by taking possession of the real property as a partial or complete satisfaction of a default.

(h) "Home Inspection" means an examination of a property's condition.

(i) "Judiciary" means the judicial system established by General Tribal Council resolution GTC-01-07-13-B to administer the judicial authorities and responsibilities of the Nation.

(j) "Mortgage" means a lien, held by the Nation, on a real property interest that is given as security for the payment of a debt and/or the performance of a duty, including the refinancing of an original conveyance, that will become void upon the payment and/or performance according to the stipulated terms.

(k) "Mortgagor" means the borrower in a mortgage.

(l) "Nation" means the Oneida Nation.

(m) "Notice of Default" means a formal and dated notice of default.

(n) "Personal Property" means any property that does not fit the definition of real property and is generally movable.

(o) "Real Property" means land and anything growing on, attached to, or erected on the land, excluding anything that may be severed without injury to the land.

(p) "Redemption Period" means the timeframe during which a defaulting mortgagor may recover a mortgaged interest that is the subject of a judgment of foreclosure by paying the outstanding debt owed.

(q) "Refinance" means an exchange of an old debt for a new debt, as by renegotiating a different interest rate, term of the debt, or by repaying the existing loan with money acquired from a new loan.

(r) "Reservation" means all the property within the exterior boundaries of the reservation of the Nation, as created pursuant to the 1838 Treaty with the Oneida 7 Stat. 566, and any lands added thereto pursuant to federal law.

(s) "Rule" means a set of requirements, including citation fees and penalty schedules, jointly enacted by the Land Commission and the Comprehensive Housing Division in accordance with the Administrative Rulemaking law based on authority delegated in this law in order to implement, interpret and/or enforce this law.

(t) "Title" means legal evidence of a person's ownership rights in real property.

(u) "Title Report" means the written analysis of the status of title to real property, including a property description, names of titleholders and how the title is held, tax rate, encumbrances and any real property taxes due.

[1] *See* BC Resolution __-__-16_ providing that for purposes of this law, the Comprehensive Housing Division means the Division of Land Management.

(v) "Tribal Land" means any land held in fee or trust status by the Nation within the reservation.

(w) "Tribal Member" means an enrolled member of the Nation.

612.4. Mortgage Programs.

612.4-1. *Available Mortgage Purposes.* Consistent with available funds, the Comprehensive Housing Division shall provide mortgage programs for the following purposes and shall establish rules naming said programs and providing the specific requirements for each program:

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

(b) Construction of new homes;

(c) Repairs and improvements to existing homes;

(d) Refinancing existing mortgages.

612.4-2. *Mortgage Eligibility Requirements.* In order to be eligible for a mortgage, applicants shall meet the following conditions:

(a) Be at least eighteen (18) years of age at the time of the application;

(b) Be a Tribal member(s);

(1) If the application is for joint applicants, at least one (1) applicant shall be a Tribal member.

(2) For married joint applicants, both spouses shall be named applicants on the application and joint mortgagors.

(c) Not have a discharged bankruptcy within two (2) years from the date of the application;

(d) Not be involved in a bankruptcy proceeding that has not yet been discharged at the time of the application; and

(e) Not have had a mortgage foreclosed upon within the seven (7) years from the date of the application.

612.4-3. *Mortgage Selection.* The Land Commission and the Comprehensive Housing Division shall jointly develop rules governing the selection of applicants for the issuance of a mortgage. At a minimum, the Land Commission and the Comprehensive Housing Division shall ensure that the mortgage selection rules require that the mortgagor:

(a) Have an acceptable credit rating as defined in the rules;

(b) Have an acceptable debt to income ratio as defined in the rules;

(c) Have all delinquent debts owed to the Nation paid in full prior to signing the mortgage document;

(d) Have no more than the allowable amount of accumulated judgments, collections and/or profit and loss write-offs based on the rules, and, if any debts are being paid through a debt collector, the monthly payment must be listed as a monthly debt on the application;

(1) In the rules, the Land Commission and the Comprehensive Housing Division shall provide the allowable timeframe, in relation to the date of selection, for applicants to bring any judgments, collections and/or profit and loss write-offs within the allowable amount.

(2) Applicants failing to bring said debts within the allowable amount based on the timeframe provided become ineligible for the mortgage.

612.4-4. *Mortgage Requirements.* The Land Commission and the Comprehensive Housing Division shall jointly develop rules governing the requirements of mortgages entered into by the

Comprehensive Housing Division. At a minimum, the Land Commission and the Comprehensive Housing Division shall ensure that the mortgage requirement rules:

(a) Require the mortgage document to identify the source of the ownership interest in the real property as attributable either to a deed or a residential lease entered into pursuant to the Leasing law;

(b) Require the real property that is the subject of the mortgage be insured under a homeowner's insurance policy paid for by the mortgagor and include enforcement provisions in the event of noncompliance herewith;

(c) Require that the mortgage be the first or second secured interest on the real property;

(d) Require proof of clear title, as defined by the rules, prior to entering into a mortgage;

(e) Establish which administrative fees, if any, that may be assessed in the mortgage;

(f) Require that the mortgage be for real property located within the reservation;

(g) Require the mortgage include interest at a rate provided in the rules.

612.4-5. *Non-Tribal Member Spouses.* The following applies when one of the mortgagors is a non-Tribal member:

(a) *Death of the Tribal Member Spouse*. So long as the mortgage is not defaulted upon, the death of the Tribal member spouse does not affect a mortgage. If the non-Tribal member spouse defaults on the mortgage, the mortgage is subject to the regular foreclosure proceedings as outlined in this law.

(b) *Refinancing due to Death or Divorce.* In the event that a mortgagor seeks refinancing due to the death or divorce of a spouse, the mortgagor shall comply with the refinancing rules established pursuant to Section 612.4-1(d).

612.5. Default.

612.5-1. *Notice of Default.* The mortgage officer shall send a notice of default to mortgagors by first class mail for each month for which the mortgagor defaults on the subject mortgage, provided that the mortgage officer shall send the notices of default a minimum of thirty (30) calendar days apart and ensure that the notice contains the following information:

(a) The notice number;

(b) The dates of the default;

(c) The amount of the default;

(d) The requirement to cure the default, including important dates affecting the mortgagor's rights;

(e) The mortgagor's available options to cure a default; and

(f) The actions that may be taken by the Nation if the default is not timely cured.

612.6. Agreement to Cure Default.

612.6-1. *Entering into an Agreement to Cure Default*. The Comprehensive Housing Division may, in its full discretion, work with mortgagors able to pay a mortgage default over time to enter into an agreement to cure default over a reasonable time not to exceed one (1) year.

(a) A mortgagor may enter into one (1) agreement to cure default per twelve (12) month period. A mortgagor may request more than one (1) agreement to cure the default in a twelve (12) month period if the mortgagor is able to demonstrate the additional agreement is necessary due to extenuating circumstances faced by the mortgagor, provided that, the director of the Comprehensive Housing Division shall approve any such agreements before said agreement may become effective.

(b) The Comprehensive Housing Division may not permit mortgagors to increase payroll deduction payments to cure a default without first entering into an agreement to cure default.

(c) In the event a mortgagor violates the terms of an agreement to cure default, the Comprehensive Housing Division shall enforce the remedies afforded the Nation in the agreement to cure default and may not amend the terms of an unsatisfied agreement to cure default without the approval of the director of the Comprehensive Housing Division.

612.6-2. *Elements of an Agreement to Cure Default.* All agreements to cure default entered into by the Comprehensive Housing Division are required to contain the following elements:

(a) The effective date of the agreement;

(b) The parties to the agreement;

(c) The amount of payments under the mortgage and any agreements to cure default previously entered into;

(d) A statement that the mortgage and, if applicable, any previous agreement to cure default are in default;

(e) The amount of the increased payments under the agreement;

(f) The terms of the agreement, including the remedies available to the Nation in the event that the mortgagor violates the terms of the agreement; and

(g) Notice that a failure to follow the terms of the agreement may result in the immediate filing of a foreclosure.

612.7. Foreclosure.

612.7-1. *Decision to Foreclose.* Any mortgage that is in default for two (2) consecutive months may be subject to foreclosure, provided that the Nation has complied with the notice of default requirement in section 612.5-1.

(a) After the two (2) notices of default have been sent, the Comprehensive Housing Division shall determine whether initiating foreclosure proceedings would be in the best interest of the Nation, provided that the Comprehensive Housing Division shall abide by the foreclosure determination standard operating procedure approved by both the director of the Comprehensive Housing Division and the Land Commission.

(1) Should the Comprehensive Housing Division determine that initiating a foreclosure is in the best interest of the Nation, the Comprehensive Housing Division shall submit a complaint to the Judiciary in compliance with the Nation's laws and the Judiciary's requirements. The complaint may not be submitted until after thirty (30) calendar days from the date of the second notice of default.

(2) The Comprehensive Housing Division shall include in all complaints a demand judgment for any deficiency that may remain due to the Nation after the Nation's reclamation of title against every party who is personally liable for the debt secured by the mortgage that is the subject of the foreclosure.

612.7-2. *Mortgage Satisfaction or Agreement to Cure Default Prior to Judgment of Foreclosure.* If the mortgagor satisfies the mortgage that is the subject of a foreclosure complaint or the parties reach an agreement to cure default prior to the Judiciary's entering of a judgment of foreclosure, the Judiciary shall dismiss the foreclosure complaint.

(a) *Mortgage Satisfaction.* A mortgagor named in a foreclosure complaint may satisfy the subject mortgage at any time prior to the Judiciary's entering of a judgment of foreclosure. Under such circumstances, the mortgagor shall submit to the Judiciary proof

of payment in full of the mortgage principal, any interest owed and any court costs incurred by the Nation. Upon receipt of verified proof of satisfaction, the Judiciary shall dismiss the foreclosure complaint based on satisfaction of the mortgage.

(b) *Agreement to Cure Default.* Should the Nation and the mortgagor reach an agreement to cure default in accordance with section 612.6 after foreclosure proceedings have been initiated, which may include provisions requiring the mortgagor to reimburse the Nation for any court costs incurred, the mortgagor shall submit to the Judiciary a copy of the executed agreement to cure default. Upon receipt of an executed agreement to cure default, the Judiciary shall dismiss the foreclosure complaint without prejudice based on the agreement to cure default.

612.7-3. *Judgment of Foreclosure.* If the Judiciary finds in favor of the Nation, it shall issue a judgment of foreclosure. At a minimum, the Judiciary shall include the following in each judgment of foreclosure:

(a) A description of the mortgaged premises;

(b) The amount of the mortgage debt due;

(c) The mortgagor's redemption period;

(d) An order to vacate the mortgaged premises within thirty (30) calendar days of the judgment;

(e) An order transferring title of the mortgaged premises to the Nation as partial or full payment of the amount of mortgage debt then due;

(f) So long as the Nation's complaint reserves the right to demand a judgment of deficiency for costs that may remain due after the transfer of title to the Nation pursuant to foreclosure, an order recognizing the Nation's reserved right, which may include sums advanced by the Nation for insurance, necessary repairs, inspection costs, appraisal fees and other costs; and

(g) An order that within seven (7) months of receipt of a judgment of foreclosure, the Nation submit either a motion demanding a judgment of deficiency or a motion to enforce the judgment of foreclosure, each of which are required to include a final accounting and a confirmation of appraisal.

612.7-4. *Redemption Period.* The Judiciary shall afford all mortgagors subject to a judgment of foreclosure a redemption period. To redeem a real property interest, the mortgagor shall pay the full amount of the mortgage debt due and any costs incurred by the Nation for insurance, necessary repairs, inspection costs, appraisal fees and other costs.

(a) *Occupied Premises.* The required redemption period for occupied premises is six (6) months. Absent an affirmative finding of abandonment, the Judiciary shall presume that premises are occupied premises.

(b) *Abandoned Premises.* The required redemption period for abandoned premises is, at a minimum, five (5) weeks. A redemption period based on abandoned premises requires an affirmative finding of abandonment by the Judiciary based on evidence submitted by the Comprehensive Housing Division on behalf of the Nation.

(1) In determining whether the mortgaged premises have been abandoned, the Judiciary shall consider the totality of the circumstances, including the following:

(A) Boarded, closed or damaged windows or doors to the premises;

(B) Missing, unhinged or continuously unlocked doors to the premises;

(C) Terminated utility accounts for the premises;

(D) Accumulation of trash or debris on the premises;

(E) At least two (2) reports to law enforcement officials of trespassing, vandalism, or other illegal acts being committed on the premises when the mortgagor is not present; and

(F) Conditions that make the premises unsafe or unsanitary or that make the premises in imminent danger of becoming unsafe or unsanitary.

(2) The Comprehensive Housing Division may include testimony from a representative of the city, town, village or county where the mortgaged premises is located as part of its evidence of abandonment.

(c) *Redeemed Premises*. Should the mortgagor successfully redeem the mortgaged interest that is the subject of a judgment of foreclosure, the Nation shall issue the mortgagor a certificate of redemption. Upon receipt of a certificate of redemption, the mortgagor shall file a motion to vacate the judgment of foreclosure with the Judiciary. Upon receipt from the Judiciary, the mortgagor shall duly record the order to vacate the judgment of foreclosure with the Oneida Nation Register of Deeds.

612.7-5. *Mortgage Holder's Responsibilities upon Receipt of a Judgment of Foreclosure.* Upon receipt of a judgment of foreclosure, the Comprehensive Housing Division, on behalf of the Nation as the mortgage holder, shall:

(a) Secure and take possession of the real property once the timeframe in the order to vacate has expired.

(1) The Comprehensive Housing Division shall provide the mortgagor notice of when the property's locks are scheduled to be changed, which, at a minimum, includes the following:

(A) The property address;

(B) The date and time the locks are scheduled to be changed;

(C) Notice to mortgagor that an Oneida Police Officer will be present while the locks are being changed;

(D) Information on how the disposition of personal property will be managed based on section 612.7-5(a)(3);

(E) The contact information for Comprehensive Housing Division staff whom the mortgagor may contact in regards to the property; and

(F) A copy of the judgment of foreclosure.

(2) The Comprehensive Housing Division shall contact the Oneida Police Department to request that an Oneida police officer be on the scene while the locks are being changed.

(3) In the event the mortgagor has left personal property in the home, he or she may retrieve said personal property by contacting the Comprehensive Housing Division staff listed on the work order. The Comprehensive Housing Division shall hold personal property for a minimum of five (5) business days.

(A) The Comprehensive Housing Division shall keep a written log of the date and the work time the Nation's staff expends storing and/or removing personal property and/or removing/disposing of debris left at the property after the expiration of the timeframe provided in the order to vacate.

(B) The Comprehensive Housing Division and the Land Commission shall jointly create rules further governing the disposition of personal property.

(b) Order a title report from the Land Title and Trust Department with specific instructions to contact the Accounting Department to verify whether the mortgagor owes any outstanding debts to the Nation and based on the title report shall:

(1) Seek payment of outstanding water bills and/or other liens or charges appearing on the tax rolls from the mortgagor. In the event of a failure to pay, the Nation shall make payment and include such costs in the Nation's final accounting required by the judgment of foreclosure and as explained in section 612.7-5(e);

(2) Request proof of payment of any judgments noted on the title report which can be attached to the real property;

(3) Request proof of satisfaction of any mortgage liens issued by an outside financial institution other than the Nation, provided that, said mortgage liens may not be satisfied by the Nation until the redemption period has either expired or been terminated by the Judiciary.

(c) Order an appraisal of the real property to be completed;

(d) Order a home inspection, including a well and septic inspection, of the real property to be completed and based on the findings of the home inspection shall coordinate which repairs will be completed.

(1) In order for repair costs to be included in a judgment of deficiency 612.7-3(f), the Nation shall include the following in its demand for the said judgment:

(A) A record of all receipts for materials and invoices for services related to the said repairs;

(B) A record of all hours expended by the Nation's staff related to the said repairs; and

(C) Photographic evidence demonstrating the condition of the real property both before and after the repairs were made.

(2) If, based on the home inspection, the Comprehensive Housing Division determines it to be in the best interest of the Nation to raze a foreclosed upon property, it may do so in accordance with the rules which the Comprehensive Housing Division and the Land Commission shall jointly develop. Any costs related to the razing of a property may be included in the Nation's demand for a judgment of deficiency.

(e) Wrap up the foreclosure by filing with the Judiciary either a motion demanding a judgment of deficiency or a motion for enforcement of the judgment of foreclosure.

(1) *Demand for a Judgment of Deficiency.* The Nation shall file a demand for a judgment of deficiency if the total of the amount of the mortgage debt due in the judgment of foreclosure and the sums advanced by the Nation for insurance, necessary repairs, inspection costs, appraisal fees and other costs exceeds the value of the real property based on the appraisal. A demand for a judgment of deficiency is required to include a confirmation of appraisal and an accounting of all sums advanced by the Nation.

(2) *Motion for Enforcement of the Judgment of Foreclosure*. The Nation shall file a motion for enforcement of the judgment of foreclosure if the total of the amount of the mortgage debt due in the judgment of foreclosure and the sums advanced by the Nation for insurance, necessary repairs, inspection costs, appraisal fees and other costs are less than or equal to the value of the real property based on the

appraisal. If the total of the amount of the mortgage debt due in the judgment of foreclosure and the sums advanced by the Nation for insurance, necessary repairs, inspection costs, appraisal fees and other costs are less than the value of the real property based on the appraisal, the Comprehensive Housing Division shall include in the motion to enforce a copy of the signed apron issued to the mortgagor providing the refunded amount.

612.7-6. *Resale Following Foreclosure.* The Comprehensive Housing Division may begin advertising a foreclosed upon property for re-sale immediately following its receipt of an order to enforce the judgment of foreclosure, provided that it may not complete a sale of said property until the mortgagor's appeal rights have expired.

612.8. Appeal Rights.

612.8-1. *Decisions of the Comprehensive Housing Division are Final.* All decisions made by the Comprehensive Housing Division in regards to the mortgage programs provided under this law are final decisions and are not subject to appeal.

612.8-2. *Appeal of a Foreclosure.* A mortgagor whose real property has been foreclosed upon may appeal a determination made by the Judiciary in accordance with the Judiciary law and the Rules of Appellate Procedure.

Adopted BC-

ONEIDA

MEMORANDUM

To: Larry Barton, Chief Financial Officer

Ralinda R. Ninham-Lamberies, Assistant Chief Financial Officer

From: Rae M. Skenandore

Date: July 26, 2016

Re: **Financial Impact of the Mortgage & Foreclosure Law**

I. Background

This is a new Law on Mortgage and Foreclosure that was requested by the Oneida Land Commission. The following summary was provided by the Legislative Reference Office.

- The law contains the minimum framework for the Nation's mortgage programs and foreclosure process.
- The Division of Land Management and the Land Commission have joint delegated rulemaking authority under this law to develop rules that may contain more detailed requirements.
- At least one Tribal member must be included on a mortgage application.
- There is nothing in the Law that prevents non-tribal member spouses from remaining in the mortgaged property in the event of death or divorce of the Tribal member.
- Mortgagors in default have an opportunity to enter into an agreement to cure default prior to foreclosure at the discretion of the Division of Land Management.
- Once a judgment to foreclose has been issued by the Judiciary, the mortgagor will receive an order to vacate.
- The Mortgagor has a 6 month redemption period if the home was occupied prior to the judgment to foreclose, or 5 weeks if the home was abandoned prior to the judgment to foreclose. The Mortgagor may redeem the mortgage by paying the full amount of the mortgage and any related fees. If this occurs, the Judiciary will vacate the order to foreclose.
- The Nation cannot resell the foreclosed property until after the redemption period has lapsed

and all appeals have been exhausted.

- The hearing body authority regarding foreclosure judgments has transferred from the Land Commission to the Judiciary.

II. Executive Summary of Findings

A "Fiscal Impact Statement" means an estimate of the total identifiable fiscal year financial effects associated with legislation and includes startup costs, personnel, office, documentation costs, as well as an estimate of the amount of time necessary for an agency to comply with the law after implementation.

Currently, the eligibility and requirements for a mortgage and the due process on a default and foreclosure exist within internal Standard Operating Procedures (SOP's) and the mortgage contract itself. The Land Commissioners act as the original Hearing Body and three Commissioners are required to hold a hearing. The stipend paid for the hearing is $150.00 per commissioner. In Fiscal Year 2014-2015 only one foreclosure hearing was held for a cost of approximately $450.00

Developing the Law and the Administrative Rules gives the membership and the Judiciary a clear set of standards and requirements for participation in the mortgage programs and the required foreclosure process in the event of a default. If it is determined that initiating a foreclosure is in the best interest of the Nation, the Division of Land Management (DOLM) will seek a judgement from the Oneida Judiciary. Any savings from transferring the hearing body authority from the Oneida Land Commission to the Judiciary would be negligible due to their existing operating expenses.

According to DOLM and the Oneida Judiciary, there will be no additional startup, personnel, office, or documentation costs associated with implementing the Law.

With the Rulemaking Authority jointly delegated to the Division of Land Management and the Land Commission, a minimum of 60-90 days would be required to approve the Administrative Rules for this Law.

III. Financial Impact

No fiscal impact.

IV. 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.

BC Resolution _____

Defining Comprehensive Housing Division in the Mortgage and Foreclosure Law

WHEREAS, the Oneida Nation 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 Nation; 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 Business Committee adopted the Mortgage and Foreclosure law with resolution BC 08-10-16__; and

WHEREAS, the Mortgage and Foreclosure law assigns responsibilities and authorities, including rulemaking authority, to the Comprehensive Housing Division; and

WHEREAS, the Mortgage and Foreclosure law defines the Comprehensive Housing Division as the entity responsible for housing matters specifically related to mortgages and foreclosures as defined by Oneida Business Committee Resolution.; and

NOW THEREFORE BE IT RESOLVED, that for the purposes of the Mortgage and Foreclosure law the Oneida Business Committee hereby defines the Comprehensive Housing Division as the current Division of Land Management.

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Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54115-0365
Oneida-nsn.gov

Statement of Effect

Resolution: Defining Comprehensive Housing Division in the Mortgage and Foreclosure Law

Summary

This resolution defines the Comprehensive Housing Division, for the purposes of the Mortgage and Foreclosure law, as the Division of Land Management.

Submitted by Krystal L. John, Staff Attorney

Analysis from Legislative Reference Office

The Mortgage and Foreclosure law assigns responsibilities and authorities, including rulemaking authority, to the Comprehensive Housing Division. The Comprehensive Housing Division is under develop as part of the Oneida Business Committee's reorganization, however, has not yet been formally created.

The Mortgage and Foreclosure law assigns responsibilities and authorities to the Comprehensive Housing Division and provides that the Oneida Business Committee shall define that Division by resolution. This allows the law to be implemented immediately and prevents the need for amendments to the law at the time that the Comprehensive Housing Authority is formally created. Accordingly, this resolution defines the Comprehensive Housing Division for the purposes of the Mortgage and Foreclosure law as the Division of Land Management. When the new Comprehensive Housing Division is created, the reference will be required to be updated by Oneida Business Committee resolution, and will not require the law to be amended, which would subject the revision to the Legislative Procedures Act.

Conclusion

Adoption of this Resolution would not conflict with the Nation's laws.

Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54115-0365
Oneida-nsn.gov

TO: Legislative Operating Committee
FROM: Jen Falck, LRO Director
RE: Marriage Law Rule Certification
DATE: July 27, 2016

The Licensing Department has submitted two rules for certification in compliance with the Administrative Rulemaking law.

Background
The Rulemaking law was adopted by the Business Committee on February 24, 2016. The law set forth a process for authorized agencies to develop rules.

Marriage Law Rules
The Marriage Law Rules are the first rules that the LOC will be reviewing for certification.
The Licensing Department has developed two sets of rules.

1. Marriage License Fee Schedule- a rule that sets a fee schedule for marriage licenses
2. Marriage Law Fine Schedule- a rule that sets a fine schedule for violations of the Marriage Law.

Public Meetings
Public meetings were held on June 16, 2016 and June 23, 2016. The public comment period was open until July 7, 2016. No public comments were received on either rule.

LOC Certification
The next step is to have the LOC certify that the promulgation of the rules comply with the requirements of the Administrative Rulemaking Law.

The agency has submitted a certification packet to the LOC which includes the following content;

- ✓ **1. The draft proposed rule(s)**

- ✓ **2. A memo from the Agency to the LOC with the following contents;**
- ✓ Timeline of dates that each rulemaking requirement was completed;
- ✓ Date the public meeting was posted
- ✓ Date the public meeting(s) was held

A good mind. A good heart. A strong fire.

- ✓ Date the public comment period closed

- ✓ **3. Supporting Documentation;**
- ✓ The Kaliwisaks public meeting notice with date it was published
- ✓ If the Agency is not a board, committee or commission, a memo from the Agency's highest level of management-approving the proposed Rule.

- ✓ **4. The Summary Report that was submitted for public meeting;**
- ✓ A reference to the law that the proposed Rule interprets, along with a list of any other related laws or rules that may be affected by the proposed Rule;
- ✓ Brief summary of the proposed Rule and any changes made to the proposed Rule based on the public comment period required by Section 17.6 hereof, if applicable;
- ✓ Statement of Effect
- ✓ Financial Analysis

- ✓ **5. A memo from the Agency to the LOC with the following contents;**
- ✓ All the written and spoken comments that were received during the public comment period and the Agency's responses to each comment.
- ✓ The date the Rule will go into effect.

If the LOC is unable to certify the rules- they will be returned to the agency with specific feedback about what was not fulfilled.

If the rules are certified, they will be sent to the Business Committee, along with the summary report and the agency's memo discussing the public comments, or lack thereof.

Business Committee Review
The Business Committee will review the certified rule(s) and the supporting documents. If the Business Committee has concerns or requests revisions, the agency will need to work with the Business Committee to address those concerns.

Unless the Business Committee repeals the rule- the rule will remain in effect while the agency and Business Committee work together to amend the rule.

Effective Dates
The agency will determine a rule's effective date, but it must be after LOC certification is completed.

Requested Action

Review the submission to determine whether the requirements of the Administrative Rulemaking Law have been met.

If the requirements have been met, take action to forward to the Business Committee for review.

OR

Return the rule(s) to the authorizing agency with specific feedback about changes. The authorizing agency may then resubmit a certification packet.

Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54115-0365
Oneida-nsn.gov

ONEIDA

1) Request Date: 7/27/16
2) Contact Person(s): Tonya Webster
   Dept: Licensing
   Phone Number: 496-5311 Email: twebster@oneidanation.org
3) Agenda Title: Marriage License Rules
4) Detailed description of the item and the reason/justification it is being brought before the Committee
   To be in Compliance with the Rule Making Process.

List any supporting materials included and submitted with the Agenda Request Form

1) (3) Memo's
2) Proposed Rules
3) Public Meeting Notice
4) Financial Analysis & Statement of Effect.

5) Please List any laws, ordinances or resolution that might be affected:
   Marriage License Ordinance
6) Please List all other departments or person(s) you have brought your concern to:
7) Do you consider this request urgent? ☒ Yes ☐ No
   If yes, please indicate why:
   Until the new application fee is enforced The Oneida Nation is loosing Revenue.

I, the undersigned, have reviewed the attached materials, and understand that they are subject to action by the Legislative Operating Committee

Signature of Requester:

Please send this form and all supporting materials to:

LOC@oneidanation.org
or
Legislative Operating Committee (LOC)
P.O. Box 365
Oneida, WI 54155
Phone 920-869-4376

Draft 1
2016 06 16

MARRIAGE LAW
Rule No. 1 – Marriage License Fee Schedule

1.1 Purpose and Effective Date
1.1-1. *Purpose.* The purpose of this rule is to establish a fee schedule for marriage licenses under the Marriage Law.
1.1-2. *Delegation.* The Marriage Law delegated the Oneida Licensing Department rulemaking authority pursuant to the Administrative Rulemaking law.

1.2. Adoption and Authority
1.2-1. This rule was adopted by the _____ in accordance with the procedures of the Administrative Rulemaking law.
1.2-2. This rule may be amended or repealed by the _____ pursuant to the procedures set out in the Administrative Rulemaking law.
1.2-3. Should a provision of this rule or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this rule which are considered to have legal force without the invalid portions.
1.2-4. In the event of a conflict between a provision of this rule and a provision of another rule, internal policy, procedure, or other regulation; the provisions of this rule control.
1.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Marriage Law.

1.3. Definitions
1.3-1. This section governs the definitions of words and phrases used within this rule. All words not defined herein are to be used in their ordinary and everyday sense.
(a) "Department" means the Licensing Department.

1.4. Fees
1.4-1. The following list identifies the various fees that are, or may be, applicable to acquiring a marriage license:
(a) *Filing fee.* A standard filing fee for a marriage license. This fee amount shall be one hundred dollars ($100).
(b) *Waiver fee.* A fee for the waiver of the initial waiting period. This fee amount shall be twenty-five dollars ($25).
(c) *Correction fee.* A fee for correcting a marriage license application after it has been submitted to the Department. This fee amount shall be ten dollars ($10).
1.4-2. All fees shall be paid to the Department.

End.

Original effective date:

MARRIAGE LAW
Rule No. 1 – Marriage License Fee Schedule

Summary Report

Name of rule:	Marriage License Fee Schedule	
Interprets:	Marriage Law, section 71.5-1	
Rule number	Rule No. 1	
Affected laws/rules:	None	
Brief Summary:	The rule is to establish a new fee schedule for marriage licenses.	
Statement of Effect:	Attached.	
Financial Analysis:	**Description**	**Dollar Amount**
Startup Costs	Included in FY '16 budget	$0
Personnel	Existing	$0
Office	No additional space required	$0
Documentation Costs	Estimated annual cost	($1,500)
An estimate of the amount of time necessary for an individual or Agency to comply with the Rule after implementation.	Immediately	
Other, please explain	Estimated increased revenue utilizing 102 marriage licenses at the $100 annually. Other fees are indeterminate.	$10,200
Total	**Net revenue annually**	**$8,700**

Oneida Nation
Legislative Reference Office

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
MARRIAGE LAW
Rule 1 – Marriage License Fee Schedule

Summary

This rule provides a new fee schedule for acquiring marriage licenses under the Marriage Law.

By Douglass A. McIntyre, Staff Attorney, Legislative Reference Office

Analysis from Legislative Reference Office

This proposed rule provides a new fee schedule for acquiring marriage licenses under the Marriage Law. This authority is delegated to the Oneida Licensing Department through section 71.5-1 of the Marriage Law. The rule sets the following fees:

- *Standard fee.* A standard filing fee for a marriage license. This fee amount shall be one hundred dollars ($100).
- *Waiver fee.* A fee for the waiver of the initial waiting period. This fee amount shall be twenty-five dollars ($25).
- *Correction fee.* A fee for correcting a marriage license application after it has been submitted to the Department. This fee amount shall be ten dollars ($10).

The current fee schedule was set through resolution by the Oneida Business Committee on May 11, 2016. With the recent amendments to the Marriage Law, the Oneida Licensing Department has been given rulemaking authority to establish a new fee schedule. The Department is proposing that the current fee schedule be replaced with the fee schedule found in the proposed rule. Both have been placed into the following chart for easy reference:

	Current Fee Schedule	Proposed Rule Fee Schedule
Standard Fee	$50	$100
Waiver Fee	$25	$25
Amendment Fee (the name is changed to "Correction fee" under the proposed rule	$10	$10

There are two changes from the proposed and current fee schedules. First, the proposed rule would make a name change of the "Amendment fee" to a "Correction fee". This would only be a change in the name as the purpose would remain the same. Second, the proposed rule would increase the Standard fee from the current amount of fifty dollars ($50) to one-hundred dollars ($100). The Department has provided several reasons for this decision;

- to cover some of the costs of staff time;
- to cover the cost of processing the licenses; and
- to make the cost comparable to the cost of a license under the State.

The Department reports that only a handful of Wisconsin counties have a fifty dollar ($50) fee and that most of the counties have a fee ranging from eighty dollars ($80) to one-hundred dollars ($100). The proposed fee is less than the one-hundred and fifteen dollar ($115) cost for Brown County.

The proposed rule is within the authority delegated from the Marriage Law. The proposed rule has no effect on any other law or rules. A public meeting is currently scheduled for June 16, 2016.

Conclusion

There are no legal bars to adopting the rule.

Draft 1
2016 06 16

MARRIAGE LAW
Rule No. 2 - Marriage Law Fine Schedule

2.1 Purpose and Effective Date
2.1-1. *Purpose.* The purpose of this rule is to establish the fines for violations of the Marriage Law.
2.1-2. *Delegation.* The Marriage Law delegated the Oneida Licensing Department rulemaking authority pursuant to the Administrative Rulemaking law.

2.2. Adoption and Authority
2.2-1. This rule was adopted by the _____ in accordance with the procedures of the Administrative Rulemaking law.
2.2-2. This rule may be amended or repealed by the _____ pursuant to the procedures set out in the Administrative Rulemaking law.
2.2-3. Should a provision of this rule or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this rule which are considered to have legal force without the invalid portions.
2.2-4. In the event of a conflict between a provision of this rule and a provision of another rule, internal policy, procedure, or other regulation; the provisions of this rule control.
2.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Marriage Law.

2.3. Definitions
2.3-1. This section governs the definitions of words and phrases used within this rule. All words not defined herein are to be used in their ordinary and everyday sense.
(a) "Department" means the Licensing Department.
(b) "Officiating person" means the person or persons who perform the marriage ceremony.

2.4. Fines
2.4-1. A person who knowingly violates the Marriage Law may be penalized as follows:
(a) Any person who swears to a false statement to obtain a marriage license or to help another obtain a marriage license shall be fined no less than five hundred dollars ($500.00).
(b) Any person who is not an officiating person under the Marriage Law who solemnizes a marriage ceremony shall be fined no less than one hundred dollars ($100.00).
(c) The parties to a marriage and/or the officiating person(s) of a marriage conducted without a valid marriage license or without the presence of two (2) competent adult witnesses shall be fined no less than one hundred dollars ($100.00).
(d) Any person who goes to another jurisdiction to avoid this law and contracts a marriage prohibited under this law shall be fined no less than five hundred dollars ($500.00).
(e) Any person who violates any other provision of this law shall be fined no less than one hundred dollars ($100.00).
2.4-2. All fines shall be paid to the Department.

End.

Original effective date:

MARRIAGE LAW
Rule No. – Marriage Law Fine Schedule

Summary Report

Name of rule:	Marriage Law Fine Schedule	
Interprets:	Marriage Law, section 71.7-1	
Rule number	Rule No. 2	
Affected laws/rules:	None	
Brief Summary:	The rule is to establish a fine schedule for violation of the Marriage Law.	
Statement of Effect:	Attached.	
Financial Analysis:	**Description**	**Dollar Amount**
Startup costs	Included in FY '16 budget	$0
Personnel	Existing personnel	$0
Office	No additional space needed	$0
Documentation costs	No additional costs	$0
An estimate of the amount of time necessary for an individual or Agency to comply with the Rule after implementation.	Immediately	
Other, please explain	Revenue from fines	Indeterminate
Total		**Indeterminate**

Oneida Nation
Legislative Reference Office

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
MARRIAGE LAW
Rule 2 – Marriage Law Fine Schedule

Summary

This rule provides a fine schedule for violations of the Marriage Law.

By Douglass A. McIntyre, Staff Attorney, Legislative Reference Office

Analysis from Legislative Reference Office

This proposed rule provides a new fine schedule for violations of the Marriage Law. This authority is delegated to the Oneida Licensing Department through section 71.7-1 of the Marriage Law. The rule established the following fines:

- Any person who swears to a false statement to obtain a marriage license or to help another obtain a marriage license shall be fined no less than five hundred dollars ($500.00).
- Any person who is not an officiating person under the Marriage Law who solemnizes a marriage ceremony shall be fined no less than one hundred dollars ($100.00).
- The parties to a marriage and/or the officiating person(s) of a marriage conducted without a valid marriage license or without the presence of two (2) competent adult witnesses shall be fined no less than one hundred dollars ($100.00).
- Any person who goes to another jurisdiction to avoid this law and contracts a marriage prohibited under this law shall be fined no less than five hundred dollars ($500.00).
- Any person who violates any other provision of this law shall be fined no less than one hundred dollars ($100.00).

During the last amendments, the Legislative Operating Committee determined that fines for the violation of the Marriage Law would be bettered addressed directly by the Department through rulemaking authority as rules may be developed much quicker than changes to the law. The fine schedule was removed from the law and a section allowing the Department to promulgate rules was added.

The Department has determined that it would be best to use the same fine schedule that was previously found in the Marriage Law. The proposed rule uses the exact same language

previously found at section 71.7-1.

The proposed rule is within the authority delegated from the Marriage Law. The proposed rule has no effect on any other law or rules. A public meeting has been scheduled for June 16, 2016.

Conclusion

There are no legal bars to adopting the rule.

Kali Publish Date June 2 & 16, 2016

Notice of Public Meeting

to be held

June 16, 2016 at 11:15 a.m.

OBC Conference Room—2nd Floor

Norbert Hill Center

The Oneida Licensing Department is hosting this Public Meeting to gather feedback from the community regarding two proposed rules to the Marriage Law:

Topic: Marriage License Fee Schedule

- This rule sets the fee schedule for acquiring a marriage license:
  - *Filing fee.* A standard filing fee for a marriage license. This fee amount shall be one hundred dollars ($100).
  - *Waiver fee.* A fee for the waiver of the initial waiting period. This fee amount shall be twenty-five dollars ($25).
  - *Correction fee.* A fee for correcting a marriage license application after it has been submitted to the Department. This fee amount shall be ten dollars ($10).

Topic: Marriage Law Fine Schedule

- This rule sets the fine schedule for violations of the Marriage Law:
  - Any person who swears to a false statement to obtain a marriage license or to help another obtain a marriage license shall be fined no less than five hundred dollars ($500.00).
  - Any person who is not an officiating person under the Marriage Law who solemnizes a marriage ceremony shall be fined no less than one hundred dollars ($100.00).
  - The parties to a marriage and/or the officiating person(s) of a marriage conducted without a valid marriage license or without the presence of two (2) competent adult witnesses shall be fined no less than one hundred dollars ($100.00).
  - Any person who goes to another jurisdiction to avoid this law and contracts a marriage prohibited under this law shall be fined no less than five hundred dollars ($500.00).
  - Any person who violates any other provision of this law shall be fined no less than one hundred dollars ($100.00).

All community members are invited to attend this meeting to learn more about this proposal and/or to submit comments concerning this proposal.

Public Comment Period—Open until May June 23, 2016

During the Public Comment Period, all interested persons may submit written comments regarding this legislative proposal. Written comments must be submitted to the Licensing Department in person or by U.S. mail, interoffice mail, e-mail or fax.

For more information about the public meeting process, or to obtain copies of the Public Meeting documents for this proposal, please visit **https://oneida-nsn.gov/government/register/** or hard copies are available with the Oneida Licensing Department which is located at the Skenandoah Complex at 909 Packerland Drive Green Bay, Wisconsin 54303.

Mail: **Oneida Licensing Department**
PO Box 365
Oneida, WI 54155

Phone: **(920) 496-5311**
E-Mail:
Fax: **(920) 496-7491**

Oneida Licensing Division

P.O. Box 365
Oneida, WI 54155
(920) 496-5311
Fax (920) 496-7491

DATE: July 26, 2016
TO: Legislative Operating Committee LOC
RE: (2) Proposed Marriage Ordinance Rules
FROM: Oneida Nation License Department

ATTN: **LOC**

On June 16, a public meeting was held for (2) two proposed rules for the marriage license ordinance. The first rule is the fee schedule and the second rule is the fine schedule. The rules, financial analysis, and statement of effect are included for both rules. The comment period was open until June 23, 2016. There was another public meeting held on June 23, 2016 because it was posted wrong on the Tribe's website. It was posted as the listing the public meeting date as June 23rd instead of June 16, 2016. Therefore, the second public meeting was held on June 23, 2016 with the comment period being open until July 7, 2016. No comments were submitted for either public meeting date.

The statement of effect was completed on June 2, 2016 and the Financial Analysis was completed on May 18, 2016

A copy of the public meeting notice is also included.

Sincerely,

Tonya Webster
License Administrator

Oneida Licensing Division

P.O. Box 365
Oneida, WI 54155
(920) 496-5311
Fax (920) 496-7491

DATE: July 26, 2016
TO: Legislative Operating Committee LOC
RE: (2) Proposed Marriage Ordinance Rules
FROM: Oneida Nation License Department

ATTN: **LOC**

On June 16, a public meeting was held for (2) two proposed rules for the marriage license ordinance. The first rule is the fee schedule and the second rule is the fine schedule. The rules, financial analysis, and statement of effect are included for both rules. The comment period was open until June 23, 2016. There was another public meeting held on June 23, 2016 because it was posted wrong on the Tribe's website. It was posted as the listing the public meeting date as June 23rd instead of June 16, 2016. Therefore, the second public meeting was held on June 23, 2016 with the comment period being open until July 7, 2016. No comments were submitted for either public meeting date.

The statement of effect and financial analysis was completed on June 2, 2016.

A copy of the public meeting notice is also included.

Sincerely,

Tonya Webster
License Administrator

Purchasing Department
Finance Division

ONEIDA

The Oneida Licensing Department has brought forth two proposed rules for the Oneida Marriage License Ordinance.

1. Marriage License Fee Schedule
2. Marriage License Fine Schedule.

Public Meetings were held by for both rules and no comments were submitted for either rule. Please consider this my approval for both rules proposed. The Licensing Department would like to put both rules into effect on August 18, 2016.

Thank you,

Patrick Stensloff
Purchasing Department – Finance Division
Director of Purchasing

ONEIDA

A good mind. A good heart. A strong fire.

office 920.496.7409
cell 920.370.3009

PO Box 365
Oneida, WI 54155-0365
Oneida-nsn.gov

Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54115-0365
Oneida-nsn.gov

ONEIDA

TO: Oneida Business Committee
FROM: Brandon Stevens, LOC Chairperson
RE: Debraska Petition-Updated Statement of Effect
DATE: August 3, 2016

At the July 27, 2016 Business Committee Meeting, there was a request for the LOC to update the Debraska Per Capita Petition's Statement of Effect to include more information about which specific laws and policies would conflict with the petition.

The updated Statement of Effect is attached.

Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54115-0365
Oneida-nsn.gov

AGENDA REQUEST FORM

1) Request Date: ___7/13/16_____
2) Contact Person(s): _Brandon Stevens_____ Dept:__LRO_____
   Phone Number:_____ Email: _____
3) Agenda Title:_Conflict of Interest Policy Emergency Amendments____
   _____
4) Detailed description of the item and the reason/justification it is being brought before the Committee

   ___ *We are tasked to bring forward an emergency amendment for the Conflict of Interest Policy in regards to the HUD Site Monitoring review finding #1. We need to process this request and have it ready within 45 days.*

   List any supporting materials included and submitted with the Agenda Request Form

   1) _____ 3) _____
   2) _____ 4) _____

5) Please List any laws, ordinances or resolution that might be affected:
   _____
6) Please List all other departments or person(s) you have brought your concern to:
   _____
7) Do you consider this request urgent? ■ Yes ☐ No
   If yes, please indicate why:
   _____

I, the undersigned, have reviewed the attached materials, and understand that they are subject to action by the Legislative Operating Committee

Signature of Requester:

_____

Please send this form and all supporting materials to:

LOC@oneidanation.org
or
Legislative Operating Committee (LOC)
P.O. Box 365
Oneida, WI 54155
Phone 920-869-4376

Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54115-0365
Oneida-nsn.gov

ONEIDA

Memorandum

TO: Oneida Business Committee
FROM: Brandon Stevens, LOC Chairperson
DATE: July 28, 2016
RE: Conflict of Interest Policy Emergency Amendments

Please find the following attached backup documentation for your consideration of the Conflict of Interest Emergency Amendments:

1. Resolution: Conflict of Interest Emergency Amendments
2. Statement of Effect: Conflict of Interest Emergency Amendments
3. Conflict of Interest Emergency Amendments (redline)
4. Conflict of Interest Emergency Amendments (clean)

Overview

The attached Resolution will adopt emergency amendments to the Conflict of Interest Policy. Amendments to the Policy are required as a result of a Housing and Urban Development (HUD) audit finding the Oneida Nation Policy was not compliant with the regulation at 2 CFR Section 200.318(c)(1) regarding contracts supported by a Federal award. To address the finding of noncompliance, HUD is requiring the Oneida Nation to provide Eastern Woodland Office of Native American Programs (E/WONAP) with an updated Oneida Nation Conflict of Interest Policy which states no employee, officer, or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. The Conflict of Interest Policy had been updated to comply with the requirements noted by HUD.

Emergency amendments do not require a public meeting or fiscal impact statement. If adopted, these amendments will become effective immediately and will remain in effect for six months, unless extended or permanently adopted *[See Legislative Procedures Act 16.9-5]*.

Requested Action
Approve the Resolution: Conflict of Interest Policy

A good mind. A good heart. A strong fire.

BC Resolution _____

Conflict of Interest Policy Emergency Amendments

WHEREAS, the Oneida Nation 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 Nation; 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 Business Committee adopted the Conflict of Interest Policy through resolution BC-6-10-98-C; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) conducted an on-site monitoring review of the Oneida Housing Authority in December 2015 and provided a monitoring report to the Tribal Chairperson on June 21, 2016; and

WHEREAS, HUD found that the Nation's Conflict of Interest Policy was not in compliance with 2 CFR Section 200.318(C)(1) in that the Policy does not include the requirement that no employee, officer or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest; and

WHEREAS, to address this finding, HUD's monitoring report required the Oneida Nation to provide the Eastern/Woodlands Office of Native American Programs (E/WONAP) with an updated Conflict of Interest Policy which states no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest within ninety (90) days after receipt of the Monitoring Report; and

WHEREAS, the Legislative Procedures Act authorizes the Oneida Business Committee to enact legislation on an emergency basis, to be in effect for a period of six (6) months, renewable for an additional six (6) months; and

WHEREAS, emergency amendments to the Conflict of Interest Policy are necessary in order to comply with HUD's requirements in the allotted timeframe and directly affect the preservation of the public health, safety, or general welfare of the reservation population; and

WHEREAS, observance of the adoption requirements under the Legislative Procedures Act for passage of laws and policies would be contrary to public interest; and

NOW THEREFORE BE IT RESOLVED, that the following amendments are hereby adopted on an emergency basis for six (6) months, and shall take effect immediately:

Article III. Definitions

3-2. "Conflict of interest" shall mean any interest, real or apparent, whether it be personal, financial, political, or otherwise, in which a elected official, employee, consultant, or appointed or elected member of any board, committee or commission, or their immediate relatives, friends or associates, or any other person with whom they have contact, have that conflicts with any right of the Oneida Tribe to property, information, or any other right to own and operate activities free from undisclosed competition or other violation of such rights of the Oneida Tribe. In addition, conflict of interest also means any financial or familial interest an elected official, employee, consultant, or appointed or elected member of any board, committee or commission, or their immediate relatives may have in any transaction between the Oneida Tribe and an outside party.

Article V. Penalties for Non-Disclosure of a Conflict of Interest

…

Article VI. Prohibited activities resulting from a Conflict of Interest

6-1. When a conflict of interest exists, no employee, officer or agent may participate in:

a. the selection, award, or administration of a contract supported by a Federal award; and/or

b. any other prohibited activities identified in any other law, policy or rule of the Oneida Nation.

6-2. In the event arrangements are made to alleviate or mitigate the conflict of interest, it may become permissible for a party to participate under 6-1.b. at the discretion of the division director and to the extent permitted any applicable law, policy or rule, however, in all circumstances, such parties remain prohibited from participating under 6-1.a.

Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54115-0365
Oneida-nsn.gov

Statement of Effect

Conflict of Interest Policy Emergency Amendments

Summary

This Resolution adopts emergency amendments to the Conflict of Interest Policy (COI) to comply with the Housing and Urban Development (HUD) finding of noncompliance. The finding requires an update of the COI which states "no employee, officer, or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest". The update triggered additional modifications to the COI as noted below.

Submitted by Patricia M. Stevens Garvey, Staff Attorney

Analysis from Legislative Reference Office

This Resolution adopts emergency amendments to the Conflict of Interest Policy (COI), which was adopted through resolution BC-6-10-98-C. This Policy requires employees and officials to disclose conflicts of interest to the Oneida Nation. HUD found the COI fails to require employees and officials that disclose potential conflicts of interest to be excluded from decision making capacity. In addition, HUD determined the Oneida Nation Code of Ethics includes requirements for government officials to disqualify themselves when their action or inaction may be reasonably questioned for reasons including personal bias and individual or family financial interest. However, HUD found, the Code of Ethics is not sufficient to ensure compliance with the conflict of interest requirements in the procurement regulations. Specifically, HUD concluded, the Code of Ethics provides an exception through which the Oneida Nation may waive and employee's conflict of interest after disclosure, but 2 CFR Section 200.318(c) does not recognize such an exception.

The regulation at 2 CFR Section 200.318(c)(1) requires a non-Federal entity to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. The proposed emergency amendments to this Law would specifically nullify the exception, noted in the Code of Ethics, in contracts supported by a Federal award and cure the noncompliance finding in the HUD Monitoring Report. The updated language in the COI states "no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest."

The "real or apparent" language was added to the definition of Conflict of Interest in section 3-2 of the COI. A new Article VI was added and titled "Prohibited activities resulting from a Conflict of Interest." Section 6.1.a. includes the updated language required for compliance required by the HUD Monitoring Report.

A good mind. A good heart. A strong fire.

Section 16.9-5 of the Legislative Procedures Act (LPA) allows the Oneida Business Committee to take emergency action where it is "necessary for the immediate preservation of the public health, safety or general welfare of the reservation population" and when "enactment or amendment of legislation is required sooner than would be possible under the" LPA. Through the Resolution, the Oneida Business Committee has issued a finding of an emergency and has stated the necessity for approving emergency amendments to this Law in order to comply with the timeframe that HUD has provided for correcting the COI's noncompliance with the CFR.

Conclusion

Adoption of this Resolution would not conflict with Tribal law.

Draft # 1
2016 08 03

Conflict of Interest Policy
Emergency Amendments

Analysis by the Legislative Reference Office					
Title	Conflict of Interest Policy (emergency amendments)				
Sponsor	Brandon Stevens	**Drafter**	Patricia M. Garvey	**Analyst**	Maureen Perkins
Requester & Reason for Request	Oneida Business Committee U.S. Housing and Urban Development (HUD) Onsite Monitoring Review dated June 12, 2016 finding #1 required change.				
Purpose	This Policy shall be interpreted to prevent the use of inside information by which such use would be to the detriment of the Oneida Tribe *[see 4-1].*				
Authorized/ Affected Entities	This Policy shall apply to employees, consultants, members of boards, committees and commissions, officers of the Oneida Tribe or any other persons with whom they may be associated in personal, marital, business, financial or other relationships *[see 4-2(a)]*.				
Related Legislation	Investigative Leave Policy; Personnel Policies and Procedures; Removal Law; Comprehensive Policy Governing Boards, Committees and Commissions; Attorney Contract Policy; Code of Ethics				
Enforcement & Due Process	Employees found to be in violation of conflicts of interest shall be suspended without pay pending a complete investigation and terminated where evidence identifies that an undisclosed conflict exists or existed *[see 5-1].* Members of boards, committees and commissions may be either removed pursuant to the Removal Law for elected officials or have their appointment terminated by the Oneida Business Committee pursuant to the law governing board, committees and commissions for appointed officials *[see 5-2].* Entities or persons who do not disclose conflicts may be subject to termination of their contracts *[see 5-3].*				
Public Meeting Status	A public meeting is not required for emergency legislation.				

Overview

The Conflict of Interest Policy identifies the individuals covered by the policy, facilitates disclosure of information that may help identify conflicts of interest, and specifies procedures to be followed in managing conflicts of interest. A conflict of interest arises when employees, consultants, appointees, officials and all others who may have access to information or materials that are confidential, may in any way benefit from a decision he or she could make, including indirect benefits such as to family members or businesses with which the person is closely associated.

Amendments to this policy are required to satisfy an audit by the U.S. Department of Housing and Urban Development dated June 12, 2016 in order to bring the Oneida Nation into compliance with HUD requirements within 90 days.

Proposed Emergency Amendments

Amendments to this policy are required to satisfy HUD's required language.

- The term "conflict of interest" was updated in the law to include potential or perceived conflicts and to include financial or familial interest regarding any transaction between the Oneida Tribe and an outside party:
  - Real or apparent was added to section 3-2
  - In addition, conflict of interest also means any financial or familial interest an elected official, employee, consultant, or appointed or elected member of any board, committee or commission, or their immediate relatives may have in any transaction between the Oneida Tribe and an outside party *[see 3-1]*.
- The Penalties section was updated to clarify that penalties are for non-disclosure of a conflict of interest *[see Article V]*.
- Prohibited activities resulting from a conflict of interest section was added *[see Article VI]*.
  - Prohibits anyone with a conflict of interest from participating in the selection, award, or administration of a contracted supported by a Federal award in all circumstances *[see 6-1(a) and 6-2]*.
  - Prohibits anyone with a conflict of interest from participating in any other prohibited activities identified in any other law, policy or rule of the Oneida Nation, except where other arrangements are made and at the discretion of the Division Director [see 6-1(b)].

Other

- There is no conflict between the proposed Conflict of Interest Policy emergency amendments and the Oneida Code of Laws.
- This policy provides the basic language applicable to all other laws regarding conflict of interest. Several other Oneida laws contain language regarding conflict of interest that applies beyond this law; however, that language applies in those specific situations detailed within those other laws.
  - Comprehensive Policy Governing Boards, Committees and Commissions *[see Article XIII]*
  - Code of Ethics *[see 3.3-3(a)(2) and 3.3-6 and 3.4-5(a) and 3.5-3(a)(6) and 3.5-3(b)(2) and 3.5-3(d)(5)(A)]*
  - Attorney Contract Policy *[see 5-2(b) and 5-3]*

Conflict of Interest Policy

Article I. Purpose and Policy
Article II. Adoption, Amendment, Repeal
Article I. General
Article V. Penalties
Article VI. Exceptions

Article I. Purpose and Policy

1-1. The Oneida Tribe desires that all employees, consultants, appointees, officials and all others who may have access to information or materials that are confidential or may be used by competitors of the Oneida Tribe's enterprises or interests be subject to specific limitations to which such information and materials may be used in order to protect the interests of the Oneida Tribe.

1-2. The Oneida Tribe asserts its proprietary rights to client lists, trade secrets and any other confidential data generated, developed or commissioned for the Oneida Tribe in the course of an employee's duties and responsibilities and that all employees, and prospective employees, be made aware of their obligation to uphold such rights.

1-3. The Oneida Tribe asserts that no persons who work for the Oneida Tribe or are responsible for safeguarding its interests nor their relatives, associates, partners, or anyone connected with such persons should in any way benefit against or in competition with the Oneida Tribe's interests without full and complete prior disclosure to the Oneida Tribe.

Article II. Adoption, Amendment, Repeal

2-1. This Policy is adopted by the Oneida Business Committee by Resolution # BC-6-10-98-C.

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

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

2-4. All other Oneida laws, policies, regulations, rules, resolutions, motions and all other similar actions which are inconsistent with this Policy are hereby superseded unless specifically re-enacted after adoption of this Policy. Specifically, the following resolutions are superseded by this Policy:

a. Resolution # BC-9-28-90-A, and
b. Resolution # BC-9-27-90-E.

Article III. Definitions

3-1. This article shall govern the definitions of words as phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

3-2. "Conflict of interest" shall mean any interest, real or apparent, whether it be personal, financial, political, or otherwise, in which a elected official, employee, consultant, or appointed or elected member of any board, committee or commission, or their immediate relatives, friends or associates, or any other person with whom they have contact, have that conflicts with any right of the Oneida Tribe to property, information, or any other right to own and operate activities free from undisclosed competition or other violation of such rights of the Oneida Tribe.

In addition, conflict of interest also means any financial or familial interest an elected official, employee, consultant, or appointed or elected member of any board, committee or commission, or their immediate relatives may have in any transaction between the Oneida Tribe and an outside party.

3-3. "Third party agreement" shall mean any agreement with the Pharmacy in which an insurance provider agrees to reimburse the Pharmacy for drugs and supplies sold to subscribers of a valid health plan of that insurance provider.

Article I. General.

4-1. *Purpose.* This Policy shall be interpreted to prevent the use of inside information by which such use would be to the detriment of the Oneida Tribe.

4-2. *Scope.*

a. This Policy shall apply to employees, consultants, members of boards, committees and commissions, officers of the Oneida Tribe or any other persons with whom they may be associated in personal, marital, business, financial or other relationships.

b. Under the protection of this Policy are the resources of the Oneida Tribe, its enterprises, programs, business interests, financial information, trade secrets and any other information that could be used against the Oneida Tribe or those duly authorized to represent its interests.

4-3. *Amendment of Documents.* The following documents shall be amended as required in order to implement this Policy:

a. Personnel Policies and Procedures for employees.

1. Prospective employees will be asked whether or not they have any conflicts of interest as defined in this Policy.

2. Current employees will be asked to disclose existing conflicts of interest, if any.

b. Persons or entities contracting with the Oneida Tribe must include a provision reciting the prohibition against undisclosed conflicts of interest.

c. All members of boards, committees and commissions shall be informed in writing by the Tribal Secretary of the existence of this Policy.

4-4. *Forms.* Forms shall be prepared upon which disclosures of conflicts which exist may be listed and returned to the Oneida Business Committee for action as indicated in this Policy. The Oneida Law Office shall be responsible for creating a standard form and any specialized forms required by this Policy.

Article V. Penalties for Non-Disclosure of a Conflict of Interest

5-1. *Employees.* Employees found to be in violation of conflicts of interest shall be suspended without pay pending a complete investigation and terminated where evidence identifies that a undisclosed conflicts exists or existed. This investigation must be concluded within seven (7) days of the suspension, after which the terminated employee shall have the same rights of appeal as all other employees pursuant to procedures set forth in the Personnel Policies and Procedures.

5-2. *Boards, Committees and Commissions.* Members of boards, committees and commissions may be either removed pursuant to the Removal Law for elected officials or have their appointment terminated by the Oneida Business Committee pursuant to the law governing board, committees and commissions for appointed officials.

5-3. *Contracts.* Entities or persons who do not disclose conflicts may be subject to termination

of their contracts.

Article VI. Prohibited activities resulting from a Conflict of Interest

6-1. When a conflict of interest exists, no employee, officer or agent may participate in:

a. the selection, award, or administration of a contract supported by a Federal award; and/or

b. any other prohibited activities identified in any other law, policy or rule of the Oneida Nation.

6-2. In the event arrangements are made to alleviate or mitigate the conflict of interest, it may become permissible for a party to participate under 6-1.b. at the discretion of the division director and to the extent permitted any applicable law, policy or rule, however, in all circumstances, such parties remain prohibited from participating under 6-1.a.

Article VII. Exceptions

~~6~~7-1. Exemptions to this Policy are for the purpose of excluding activities of the Oneida Tribe for which no conflict of interest can exist. These activities generally occur when the Oneida Tribe is acting as a provider of services for which another will be making payments or reimbursing costs of providing the services. Exemptions must be specifically identified within this Article.

~~6~~7-2. *Pharmacy*. This exemption shall be designed to relieve the Pharmacy and insurance providers from the requirements of the Conflict of Interest Policy while recognizing the unique relationship between the Pharmacy and insurance providers in third party payment agreements where no proprietary information of the Oneida Tribe is provided to the insurance providers, and there is little or no opportunity for a conflict of interest between the insurance providers and the Oneida Tribe. This exemption shall be designed to increase the attractiveness of the Pharmacy to subscribers of multiple insurance providers. This exemption shall apply solely to insurance providers seeking to enter into third party payment agreements with the Pharmacy.

End.

Adopted - BC-6-10-98-C
Emergency Amendment - BC-4-12-06-JJ
Amended - BC-9-27-06-E (adoption of emergency amendments)

Conflict of Interest Policy

Article I. Purpose and Policy
Article II. Adoption, Amendment, Repeal
Article I. General
Article V. Penalties
Article VI. Exceptions

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1-2. The Oneida Tribe asserts its proprietary rights to client lists, trade secrets and any other confidential data generated, developed or commissioned for the Oneida Tribe in the course of an employee's duties and responsibilities and that all employees, and prospective employees, be made aware of their obligation to uphold such rights.

1-3. The Oneida Tribe asserts that no persons who work for the Oneida Tribe or are responsible for safeguarding its interests nor their relatives, associates, partners, or anyone connected with such persons should in any way benefit against or in competition with the Oneida Tribe's interests without full and complete prior disclosure to the Oneida Tribe.

Article II. Adoption, Amendment, Repeal

2-1. This Policy is adopted by the Oneida Business Committee by Resolution # BC-6-10-98-C.

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

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

2-4. All other Oneida laws, policies, regulations, rules, resolutions, motions and all other similar actions which are inconsistent with this Policy are hereby superseded unless specifically re-enacted after adoption of this Policy. Specifically, the following resolutions are superseded by this Policy:

a. Resolution # BC-9-28-90-A, and
b. Resolution # BC-9-27-90-E.

Article III. Definitions

3-1. This article shall govern the definitions of words as phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

3-2. "Conflict of interest" shall mean any interest, real or apparent, whether it be personal, financial, political, or otherwise, in which a elected official, employee, consultant, or appointed or elected member of any board, committee or commission, or their immediate relatives, friends or associates, or any other person with whom they have contact, have that conflicts with any right of the Oneida Tribe to property, information, or any other right to own and operate activities free from undisclosed competition or other violation of such rights of the Oneida Tribe.

In addition, conflict of interest also means any financial or familial interest an elected official, employee, consultant, or appointed or elected member of any board, committee or commission, or their immediate relatives may have in any transaction between the Oneida Tribe and an outside party.

3-3. "Third party agreement" shall mean any agreement with the Pharmacy in which an insurance provider agrees to reimburse the Pharmacy for drugs and supplies sold to subscribers of a valid health plan of that insurance provider.

Article I. General.

4-1. *Purpose.* This Policy shall be interpreted to prevent the use of inside information by which such use would be to the detriment of the Oneida Tribe.

4-2. *Scope*.

a. This Policy shall apply to employees, consultants, members of boards, committees and commissions, officers of the Oneida Tribe or any other persons with whom they may be associated in personal, marital, business, financial or other relationships.

b. Under the protection of this Policy are the resources of the Oneida Tribe, its enterprises, programs, business interests, financial information, trade secrets and any other information that could be used against the Oneida Tribe or those duly authorized to represent its interests.

4-3. *Amendment of Documents.* The following documents shall be amended as required in order to implement this Policy:

a. Personnel Policies and Procedures for employees.

1. Prospective employees will be asked whether or not they have any conflicts of interest as defined in this Policy.

2. Current employees will be asked to disclose existing conflicts of interest, if any.

b. Persons or entities contracting with the Oneida Tribe must include a provision reciting the prohibition against undisclosed conflicts of interest.

c. All members of boards, committees and commissions shall be informed in writing by the Tribal Secretary of the existence of this Policy.

4-4. *Forms.* Forms shall be prepared upon which disclosures of conflicts which exist may be listed and returned to the Oneida Business Committee for action as indicated in this Policy. The Oneida Law Office shall be responsible for creating a standard form and any specialized forms required by this Policy.

Article V. Penalties for Non-Disclosure of a Conflict of Interest

5-1. *Employees.* Employees found to be in violation of conflicts of interest shall be suspended without pay pending a complete investigation and terminated where evidence identifies that a undisclosed conflicts exists or existed. This investigation must be concluded within seven (7) days of the suspension, after which the terminated employee shall have the same rights of appeal as all other employees pursuant to procedures set forth in the Personnel Policies and Procedures.

5-2. *Boards, Committees and Commissions.* Members of boards, committees and commissions may be either removed pursuant to the Removal Law for elected officials or have their appointment terminated by the Oneida Business Committee pursuant to the law governing board, committees and commissions for appointed officials.

5-3. *Contracts.* Entities or persons who do not disclose conflicts may be subject to termination

of their contracts.

Article VI. Prohibited activities resulting from a Conflict of Interest

6-1. When a conflict of interest exists, no employee, officer or agent may participate in:

a. the selection, award, or administration of a contract supported by a Federal award; and/orb. any other prohibited activities identified in any other law, policy or rule of the Oneida Nation.

6-2. In the event arrangements are made to alleviate or mitigate the conflict of interest, it may become permissible for a party to participate under 6-1.b. at the discretion of the division director and to the extent permitted any applicable law, policy or rule, however, in all circumstances, such parties remain prohibited from participating under 6-1.a.

Article VII. Exceptions

7-1. Exemptions to this Policy are for the purpose of excluding activities of the Oneida Tribe for which no conflict of interest can exist. These activities generally occur when the Oneida Tribe is acting as a provider of services for which another will be making payments or reimbursing costs of providing the services. Exemptions must be specifically identified within this Article.

7-2. *Pharmacy.* This exemption shall be designed to relieve the Pharmacy and insurance providers from the requirements of the Conflict of Interest Policy while recognizing the unique relationship between the Pharmacy and insurance providers in third party payment agreements where no proprietary information of the Oneida Tribe is provided to the insurance providers, and there is little or no opportunity for a conflict of interest between the insurance providers and the Oneida Tribe. This exemption shall be designed to increase the attractiveness of the Pharmacy to subscribers of multiple insurance providers. This exemption shall apply solely to insurance providers seeking to enter into third party payment agreements with the Pharmacy.

End.

Adopted - BC-6-10-98-C
Emergency Amendment - BC-4-12-06-JJ
Amended - BC-9-27-06-E (adoption of emergency amendments)

Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54115-0365
Oneida-nsn.gov

TO: Oneida Business Committee
FROM: Brandon Stevens, LOC Chair
RE: LOC Priorities for the Remaining Term
DATE: August 3, 2016

Background
The LOC developed an Active Files List (AFL) in September 2014. It includes GTC Priorities, OBC Priorities, LOC Priorities, and Other Priorities.

With one year remaining in this LOC term, and a shortage of staff in the LRO- it has become important to identify what the LOC priorities will be for the next 11 months.

Method
The LOC held a work meeting on July 20, 2016. The meeting was facilitated by the LRO Director. Those present included; Brandon Stevens, Jenny Webster, David P. Jordan, Danelle Wilson, Maureen Perkins, Fawn Billie, Tani Thurner, and Rhiannon Metoxen.

The LRO Director led the group through the current AFL and the group discussed each item. Items were listed as;

- GTC Priorities
- OBC Priorities
- LOC Priorities

Then they were further categorized as;

- High Priority
- Medium Priority
- Low Priority

The LOC determined that it was appropriate to remove eleven items from the AFL. Explanations for those are found in this memo. One new item was added to the AFL.

A good mind. A good heart. A strong fire.

Summary Table of the Updated AFL as of July 20, 2016

Priority	Item	Ranking	Sponsor
GTC	Child Care Consumer Complaint Policy	High	JW
	Budget Management & Control Law	High	BS
	GTC Meetings Law	High	BS
	Higher Education	Low	FB
OBC	Oneida Seal & Flag	High	JW
	Comprehensive Policy	High	JW
	Back Pay	High	DJ
LOC	Eviction & Termination	High	BS
	Leasing Law	High	TH
	Mortgage & Foreclosure	High	DJ
	Landlord-Tenant	High	DJ
	Real Property	High	DJ
	OBC Meetings Law	High	BS
	Rules of Administrative Procedure	High	BS
	Audit Law Amendments	High	JW
	Cemetery Law	High	DJ
	Employment Law	High	BS
	Election Law Amendments (emergency)	High	TH
	Garnishment	PENDING ADOPTION	DJ
	Hunting, Fishing Trapping	High	TH
	Per Capita	High	DJ
	Vehicle Driver & Fleet Management	High	JW
	Vendor Licensing Amendments	High	JW
	Workplace Violence	High	TH
	Children's Code	Medium	FB
	Sanctions & Penalties	Medium	BS
	Code of Ethics	Medium	TH
	Community Support Fund	Medium	DJ
	Domestic Animals Ordinance	Medium	TH
	Election Law Amendments (Permanent)	Medium	TH
	Fitness for Duty	Medium	JW
	Compliance & Enforcement	Low	DJ
	Secured Transactions	Low	DJ
	Guardianship	Low	FB
	Industrial Hemp	Low	TH
	Land Commission Bylaws	Low	DJ
	Law Enforcement-Conservation Officers	Low	TH
	Personnel Commission Bylaws	Low	FB
	Probate Law	Low	DJ
	Rules of Civil Procedure- defer to next BC/Judiciary mtg.	Low	DJ
	Severance	Low	FB
	Trust/Enrollment Committee Bylaws	Low	JW
	Land Commission Bylaws	Low	DJ

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ONEIDA

	Election Board Bylaws	Low	BS
	Personnel Commission Bylaws	Low	FB

Items Removed from the Active Files List

Membership Ordinance

This item was added to the AFL to address a GTC petition. The petitioner has withdrawn their petition.

Violence Against Women Act (VAWA)

This item was added to the AFL in an effort to pursue federal grant dollars designed to assist tribes develop such law. However, Wisconsin is a PL-280 state, meaning that state criminal laws apply on the Reservation. VAWA is intended to address problems in non-PL-280 states, where state criminal laws would not apply on the Reservation; and jurisdictional issues make it difficult to prosecute domestic violence incidents occurring on reservation land. Because Wisconsin is a PL-280 state, the Nation cannot enforce its own criminal code, so this grant funding was not pursued.

Administrative Court

This item was deleted from the AFL because the LOC determined that it is not necessary to establish a separate court for administrative matters. The language of the Judiciary Law provides for administrative matters to be handled by the Judiciary. Instead, the LOC determined it would be more appropriate to develop and adopt Rules of Administrative Procedure – that item is still on the Active Files List.

Legislative Procedures Act Amendments

This item was added to the AFL to amend boilerplate language in the Law to reflect changes to the LOC's drafting practices. The LOC decided not to make the changes to the standard drafting requirements- so it is no longer necessary to amend this law.

Other Items

Due to the limited staff in the LRO, the short time remaining in this term, and the number of other priority items the LOC is working to complete by the end of the term, the following items are being deleted from the AFL. For each of these items, the requester will be notified of this action, and invited to re-submit this request in the future.

- Agriculture Law
- Capping Damages & Awards
- Employee Advocacy Law
- Environmental, Health, and Safety Law
- Family Court-Bench Warrants
- Tribally-Owned Business Organizations Code
- Research Protection Act

Legislative Operating Committee

Agenda Request Form

1) Request Date: July 28, 2016
2) Contact Person(s): Brian A. Doxtator Dept: O.B.C.
   Phone Number: 4496 Email: bdoxtat2@oneidanation.org
3) Agenda Title: FY2017 Draft Resolution and S.O.E.
4) Detailed description of the item and the reason/justification it is being brought before the Committee
   Draft resolution and S.O.E. need L.O.C. review and approval.

   List any supporting materials included and submitted with the Agenda Request Form
   1) FY 2017 Budget Resolution
   2) FY 2017 Budget Resolution S.O.E.
   3) _____
   4) _____

5) Please List any laws, ordinances or resolution that might be affected:
   _____
6) Please List all other departments or person(s) you have brought your concern to:
   _____
7) Do you consider this request urgent? ☒ Yes ☐ No
   If yes, please indicate why: Need L.O.C. review and approval prior to August 2, 2016

I, the undersigned, have reviewed the attached materials, and understand that they are subject to action by the Legislative Operating Committee

Signature of Requester: _____

Please send this form and all supporting materials to:

LOC@oneidanation.org
or
Legislative Operating Committee (LOC)
P.O. Box 365
Oneida, WI 54155
Phone 920-869-4376

Jennifer A. Falck

From: Patricia M. King
Sent: Thursday, July 28, 2016 1:51 PM
To: Jennifer A. Falck
Cc: Brandon L. Yellowbird-Stevens
Subject: E-Poll Request
Attachments: FY 2017 SOE.pdf; 2016 08 10 FY 2017 Budget Resolution - 2016, July 28.docx

The Budget Resolution and S.O.E. needs to be provided to the Secretary's office for processing by Tuesday, August 2, 2016. Therefore, I respectfully request the FY 2017 Budget Resolution and S.O.E. be provided to the L.O.C. as an e-poll.

Yaw^ko for your consideration.

Oneida Nation

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 possble.

GTC Resolution _____
Adoption of Fiscal Year 2017
Budget

WHEREAS, the Oneida Nation 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 Nation; and

WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Nation Constitution by the Oneida General Tribal Council; and

WHEREAS, the Oneida Business Committee has the fiscal responsibility of preparing a budgetary plan for review and approval by the General Tribal Council; and

WHEREAS, the Oneida Business Committee shall develop, for the General Tribal Council's consideration and approval, a comprehensive spending plan, which must encompass the Oneida Business Committee's four strategic directions: (1) Advancing Onʌyote?a•ka Principles; (2) Committing to Build a Responsible Nation; (3) Implementing "Good Governance" Processes; and (4) Creating a Positive Organizational Culture; and

WHEREAS, the comprehensive spending plan is further required to include health care, education, economic, government, land and environment, language, culture, and employment; and

WHEREAS, the comprehensive spending plan includes additional allocations for operational goals, support systems, debt payments and membership payments; and

WHEREAS, the Oneida Business Committee adopted resolution # BC-11-12-14-B, Re-Affirmation of Core Values, in order to guide its actions: The Good Mind as expressed by Onʌyote?a•ka, Kahletsyalúsla, which is the heartfelt encouragement of the best in each of us, and, Kanolukhwásla, which is the compassion, caring, identity, and joy of being, and, Ka?nikuhli•yó, which is the openness of the good spirit and mind, and, Ka?tshatstʌ́sla, which is the strength of belief and vision as a people, and, Kalihwi•yó, which is the use of the good words about ourselves, our nation and our future, and, Twahwahtsilayʌ, which is all of us are family, and, Yukwatsistayʌ, which is our fire, our spirit within each of us; and

WHEREAS, the Oneida Business Committee adopted resolution # BC-02-11-15-A Budget Initiative for Fiscal Years 2016, 2017, and 2018, to guide the budgeting process which consisted of two guiding principles in developing the budget:

1. "The end in mind is 'Sustainability.' Assessment guidelines will be the path for the Tribal organization to develop a Fiscal Year 2016 budget so that we may begin to implement strategies for growth in Fiscal Year 2017 and Fiscal Year 2018 to support the Oneida Nation overall."

2. Utilizing the four Strategic Directions of "Advancing Onʌyoteʔa•ka Principles, Committing to Build a Responsible Nation, Implementing Good Governance Processes, and Creating a Positive Organizational Culture."; and

WHEREAS, the organization has completed a budgeting process of assessment, development, measurement and implementation utilizing programming data, budget trending data, client needs data, and tools which show alignment of the programming to the Nation's Core values, Strategic Directions and Practical Visions; and

WHEREAS, the Oneida Business Committee has reviewed the proposed budget and supports the budget presented to the General Tribal Council as being based on the Core Values, Strategic Directions and Practical Visions; and

NOW THEREFORE BE IT RESOLVED, the Fiscal Year 2017 Budget of $453,500,224 as defined by the attached document is approved by the General Tribal Council for implementation with review and oversight by the Oneida Business Committee.

BE IT FINALLY RESOLVED, the total employment levels of the Nation shall be capped at 2700 full-time equivalent employees and all employment decisions shall be made to reach this cap while avoiding lay-offs. The Oneida Business Committee shall direct the Human Resources Department to development necessary Standard Operating Procedures to assist the organization in identifying processes to assist the organization in utilizing the knowledge, skills and abilities of the organization's employees in the most effective and efficient manner to allow the employment levels to be reduced to the 2700 maximum employment base. The Oneida Business Committee shall review and approve the Standard Operating Procedures and direct a review of the impact of those procedures at regular intervals.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida General Tribal Council, in session with a quorum of _____ members present, at a meeting duly called, noticed and held on the ____ day of _____, 20___; that the forgoing resolution was duly adopted at such meeting by a majority vote of those present and that said resolution has not been rescinded or amended in anyway.

_____

_____

Lisa Summers
Tribal Secretary
Oneida Business Committee

Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54115-0365
Oneida-nsn.gov

Statement of Effect
Resolution: Adoption of Fiscal Year 2017 Budget

Summary

This Resolution approves the Fiscal Year 2016 Budget of $453,500,224. The Resolution also prohibits the total employment number from exceeding 2,700 full-time equivalents employees. There are no other restrictions or prohibitions contained within the Resolution.

Submitted by: Krystal L. John, Staff Attorney

Analysis from Legislative Reference Office

For at least 30 years, the General Tribal Council has adopted budgets through resolution. This GTC Resolution adopts the Fiscal Year (FY) 2017 budget for the Oneida Nation in the amount of $453,500,224, with review and oversight by the Oneida Business Committee. According to the Resolution, the Oneida Business Committee is tasked with the responsibility of preparing a comprehensive spending plan for review and approval by the General Tribal Council. This spending plan encompasses the Oneida Business Committee's four strategic directions: (1) Advancing On^yote?a•ka Principles; (2) Committing to Build a Responsible Nation; (3) Implementing "Good Governance" Processes; and (4) Creating a Positive Organizational Culture. The comprehensive spending plan is further required to include health care, education, economic, government, land and environment, language, culture, and employment. There are also additional allocations for operational goals, support systems, debt payments and membership payments. The budget has been created as a result of the Oneida Business Committee budgeting process of assessment, development, measurement and implementation using the guiding principles of developing a FY 2016 budget to begin to implement strategies for growth in FY 2017 and FY 2018 to support the Oneida Nation overall and the four Strategic Directions.

In addition to adopting the amount of the budget for FY 2017, the Resolution caps the total employment number for the Nation at 2,700 full-time equivalent employees and states that all employment decisions shall be made to reach this cap while avoiding lay-offs. This maintains the requirement from the FY 2016 budget resolution, which likewise capped employment at 2,700. The Resolution tasks the Oneida Business Committee with directing the Human Resources Department to develop Standard Operating Procedures that will assist the organization in identifying processes to assist the organization in utilizing the knowledge, skills and abilities of the organization's employees in the most effective and efficient manner to allow the employment levels to be reduced to the 2,700 maximum employment base.

This Resolution does not contain any other prohibitions or restrictions regarding employment, including hiring provisions or wage or salary increases.

Conclusion

This Resolution does not conflict with any of the Nation's laws, provided that this statement does not constitute a review or analysis of the budget itself or any contents therein.

A good mind. A good heart. A strong fire.

ONEIDA

August 2016

August 2016

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September 2016

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	Monday	Tuesday	Wednesday	Thursday	Friday
Aug 1 - 5	**Aug 1**	**2**	**3**	**4**	**5**
			9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LOC_Calendar	12:15pm 2:15pm FW: PUBLIC MEETING: Eviction & Termination Law (BC_Conf_Room) - Jennifer A. Falck	
Aug 8 - 12	**8**	**9**	**10**	**11**	**12**
			BC Meeting (BCCR)		
Aug 15 - 19	**15**	**16**	**17**	**18**	**19**
			9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LOC_Calendar		
Aug 22 - 26	**22**	**23**	**24**	**25**	**26**
			BC Meeting (BCCR)		
Aug 29 - Sep 2	**29**	**30**	**31**	**Sep 1**	**2**

September 2016

September 2016

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October 2016

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	Monday	Tuesday	Wednesday	Thursday	Friday
Aug 29 - Sep 2	**Aug 29**	**30**	**31**	**Sep 1**	**2**
Sep 5 - 9	**5** Labor Day Holiday	**6**	**7** 9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LOC_Calendar	**8**	**9**
Sep 12 - 16	**12**	**13**	**14** BC Meeting (BCCR)	**15**	**16**
Sep 19 - 23	**19**	**20**	**21** 9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LOC_Calendar	**22**	**23**
Sep 26 - 30	**26**	**27**	**28** BC Meeting (BCCR)	**29**	**30**