



Oneida Business Committee

Executive Session
8:30 a.m. Tuesday, June 13, 2017
Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting
8:30 a.m. Wednesday, June 14, 2017
BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

To get a copy of the agenda, go to: oneida.nh.gov/government/business-committee/agendas-packets/

- I. CALL TO ORDER AND ROLL CALL**
- II. OPENING**
- III. ADOPT THE AGENDA** *pp. 1-6*
- IV. OATHS OF OFFICE**
- A. Oneida Nation Veterans Affairs Committee** – Benjamin S. Senamore *pp. 7-8*
- B. Oneida Youth Leadership Board** – Jennifer Hill-Kelley, Elijah Metoxen, Melissa Metoxen, Margaret Ellis, Jeff House, Margaret King, Francour, Richard Elm Hill *pp. 9-13*
- V. MINUTES**
- A. Approve May 24, 2017, regular meeting minutes** *pp. 14-28*
 Sponsor: Lisa Summers, Tribal Secretary
- VI. RESOLUTIONS**
- A. Adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension** *pp. 29-31*
 Sponsor: Brandon Stevens, Councilman/Legislative Operating Committee Chair
- B. Adopt resolution entitled Real Property Law Probate Rules Extension** *pp. 32-38*
 Sponsor: Brandon Stevens, Councilman/Legislative Operating Committee Chair

VII. STANDING COMMITTEES**A. Legislative Operating Committee**

Chair: Brandon Stevens, Councilman

1. **Accept May 17, 2017, Legislative Operating Committee meeting minutes** *pp. 39-42*
2. **Review Landlord-Tenant Rule #4 entitled Income Based Rent to Own Program, Eligibility, Selection, and Other Requirements** *pp. 43-87*

B. Finance Committee

Chair: Trish King, Tribal Councilman

1. **Approve June 5, 2017 Finance Committee meeting minutes** *pp. 88-95*

VIII. NEW BUSINESS**A. Approve Development Division re-organizational structure** *pp. 96-110**(This item is scheduled to begin at 9:00 a.m.)*Sponsors: Jacque Boyle, Assistant Division Director/Development-Operations; Troy Parr
Assistant Division Director/Development-Development**B. Approve Amended and Restated Per Capita Trust agreement – file # 2017-0614** *pp. 111-142*Requestor: Susan White, Director/Trust Enrollment
Sponsor: Brandon Stevens, Councilman**C. Approve limited waiver of sovereign immunity – Public Service Commission of Wisconsin agreement – file # 2017-0618** *pp. 143-157*Requestor: Michael Troge, Environmental Project Manager/Eco-Services Dept.
Sponsor: Patrick Pelky, Division Director/Environmental Health & Safety**D. Post vacancy to Oneida Personnel Commission with term end date of 2/28/21** *pp. 158-159*Requestor: Kathleen Metoxen, Records Technician II/BC Support Office
Sponsor: Lisa Summers, Tribal Secretary**E. Approve OBC SOP entitled Stipends for OBC – Elect during Transition** *pp. 160-165*

Sponsor: Lisa Summers, Tribal Secretary

F. Enter E-Poll results into the record in accordance with OBC SOP entitled Conducting Electronic Voting:

Sponsor: Lisa Summers, Tribal Secretary

1. Approved Memorandum of Understanding regarding Backcountry Mine – reference # 2017-0592 *pp. 166-180*

Requestor: Nathan King, Director/Intergovernmental Affairs & Communications

IX. TRAVEL**A. TRAVEL REPORTS**

1. **Accept travel report – Councilman David Jordan – WI Republican Night – Washington D.C. – April 25-27, 2017** pp. 181-184
2. **Accept travel report – Councilman Tehassi Hill – American Indian/Alaska Native Public Witness Hearing –Washington D.C. – May 15-17, 2017** pp. 185-189

B. TRAVEL REQUESTS

1. **Approve travel request – Up to three (3) OBC members – Midwest Alliance of Sovereign Tribes (MAST) Summer meeting – Hinkley, MN – July 13-14, 2017** pp. 190-192
Sponsor: Lisa Summers, Tribal Secretary

X. GENERAL TRIBAL COUNCIL (To obtain a copy of Members Only materials, visit the BC Support Office, 2nd floor, Norbert Hill Center and present Tribal I.D. card or go to <https://goo.gl/uLp2jE>)

- A. **Accept Petitioner Edward Delgado's request to withdraw kindergarten retention petition** pp. 193-202
Sponsor: Fawn Billie, Councilwoman

B. Petitioner Sherrice Denton: Request to change pre-employment drug testing for marijuana

1. **Accept status update as information** pp. 203-205
Sponsor: Lisa Summers, Tribal Secretary

EXCERPT FROM MAY 24, 2017: (1) Motion by Lisa Summers to accept the financial analysis, seconded by Jennifer Webster. Motion carried unanimously. (2) Motion by Lisa Summers to direct the Secretary to come back with a proposed General Tribal Council date for this item at the next regular Business Committee meeting; and to direct the secretary to follow-up with the petitioner to see if there's an alternative way for the issue to be resolved, seconded by Fawn Billie. Motion carried unanimously.

EXCERPT FROM MAY 10, 2017: Motion by Fawn Billie to defer the financial analysis to the May 24, 2017 regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

EXCERPT FROM APRIL 26, 2017: Motion by Jennifer Webster to defer the financial analysis to May 10, 2017, regular Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.

EXCERPT FROM APRIL 12, 2017: (1) Motion by David Jordan to accept the legal analysis, seconded by Jennifer Webster. Motion carried unanimously. (2) Motion by Lisa Summers to defer the financial analysis to the April 26, 2017, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

EXCERPT FROM MARCH 22, 2017: (1) Motion by David Jordan to accept the legislative analysis, seconded by Tehassi Hill. Motion carried unanimously. (2) Motion by Tehassi Hill to defer the legal analysis to the April 12, 2017, regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously. (3) Motion by David Jordan to defer the financial analysis to the April 12, 2017, regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.

EXCERPT FROM MARCH 8, 2017: (1) Motion by Brandon Stevens to accept the progress report regarding legislative analysis, seconded by Tehassi Hill. Motion carried unanimously. (2) Motion by Jennifer Webster to accept the progress report regarding the legal analysis, seconded by Fawn Billie. Motion carried unanimously. (3) Motion by Jennifer Webster to accept

the progress report regarding the financial analysis, seconded by Brandon Stevens. Motion carried unanimously.

EXCERPT FROM JANUARY 11, 2017: (1) Motion by Lisa Summers to accept the verified petition from Sherrole Benton regarding a request to change pre-employment drug testing for marijuana use; to send the verified petition to the Law, Finance, Legislative Reference, and Direct Report Offices for the legal, financial, legislative, and administrative analyses to be completed; and to direct the Law, Finance, and Legislative Reference Offices to submit their analyses to the Tribal Secretary's Office within sixty (60) days, and that a progress report be submitted in forty-five (45) days, seconded by Fawn Billie. Motion carried unanimously.

- C. Approve four (4) motions regarding Petitioner Edward Delgado: Trust Land Distribution** pp. 206-215
Sponsor: Lisa Summers, Tribal Secretary
- D. Review special GTC meeting dates and determine next steps** pp. 216-217
Sponsor: Lisa Summers, Tribal Secretary
- E. Enter Poll results into the record in accordance with OBC SOP entitled Conducting Electronic Voting:**
Sponsor: Lisa Summers, Tribal Secretary
- F. Approve memorandum dated June 6, 2017, which requests cancelling the June 20, 2017, special GTC meeting; and direct the Tribal Secretary to combine agenda items to a later date with the Employment law and re-organization proposal** pp. 218-228
Requestor: Brandon Stevens, Councilman

XI. EXECUTIVE SESSION *Please Note: Scheduled times are approximate and subject to change)*

A. REPORTS

1. **Accept Chief Counsel report to Anish House, Chief Counsel** p. 229
(This item is scheduled to begin at 10:30 a.m.)

B. STANDING ITEMS

1. **Land Claims Strategy** *(No Requested Action)*

C. AUDIT COMMITTEE

Chair: Tehassi Hill, Councilman

1. **Accept March 28, 2017, Audit Committee meeting minutes** pp. 230-233
2. **Approve audit entitled Employee Advocacy Dept. Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit** pp. 234-240
3. **Approve audit entitled Environmental Health & Safety Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit** pp. 241-249
4. **Approve audit entitled Four Card Poker Rules of Play; and lift confidentiality requirement to allowing Tribal Members to view the audit** pp. 250-264
5. **Approve audit entitled Grants Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit** pp. 265-276

6. Approve audit entitled Higher Education Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit pp. 277-287
7. Approve audit entitled Integrated Food Systems Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit pp. 289-299
8. Approve audit entitled Kalihwisaks Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit pp. 300-308
9. Approve audit entitled Mini Baccarat Rules of Play; and lift confidentiality requirement to allowing Tribal Members to view the audit pp. 309-325
10. Approve audit entitled Pardon & Forgiveness Screening Committee Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit pp. 326-335
11. Approve audit entitled Three Card Poker Rules of Play; and lift confidentiality requirement to allowing Tribal Members to view the audit pp. 336-348
12. Approve audit entitled reissued Ticket and Merchandise Distribution; and lift confidentiality requirement to allowing Tribal Members to view the audit pp. 349-364
13. Approve audit entitled Utilities Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit pp. 365-374
14. Approve audit entitled Veterans Service Administration Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit pp. 375-383
- D. UNFINISHED BUSINESS**
1. Defer update regarding complaint # 2017-DR16-01 to the June 28, 2017, regular Business Committee meeting pp. 384-387
Sponsors: Jennifer Webster, Councilwoman; Brandon Stevens, Councilman; Fawn Billie/Councilwoman
- EXCERPT FROM APRIL 12, 2017: Motion by Lisa Summers to accept complaint #2017 DR16-01 as having merit; and to assign Councilmembers Jennifer Webster, Brandon Stevens, and Fawn Billie to complete the process and any follow-up, seconded by Tehassi Hill. Motion carried unanimously.*
2. Approve correspondence regarding complaint # 2017-CC-05 (not Submitted)
Sponsor: Jo Anne House, Chief Counsel
- EXCERPT FROM MAY 24, 2017: (1) Motion by Lisa Summers to direct correspondence be drafted from the Oneida Business Committee regarding the above (3) items identified to be completed for the next regular Business Committee meeting for approval, seconded by Jennifer Webster. Motion carried unanimously. (2) Motion by Lisa Summers to direct the Legislative Operating Committee to include in the Comprehensive Policy Governing Boards, Committees, and Commissions a requirement that all Boards, Committees, and Commissions be required to keep standard operating procedures on file with the Secretary's Office, seconded by Tehassi Hill. Motion carried unanimously.*
- EXCERPT FROM MAY 10, 2017: Motion by Trish King to defer the remainder of the agenda to the May 24, 2017, regular Business Committee meeting with the exception of item XIII.E.04 to be processed via E-Poll because there is a deadline to that, seconded by Brandon Stevens. Motion carried unanimously.*

EXCERPT FROM APRIL 26, 2017: Motion by Tehassi Hill to forward this item to the Law Office for a legal review of all applicable documents and policies to be brought back at the next Business Committee meeting or as soon as possible, seconded by Fawn Billie. Motion carried unanimously.

- 3. Approve Development Division re-organizational structure** pp. 388-402
(This item is scheduled to begin at 8:30 a.m.)
 Sponsors: Jacque Boyle, Assistant Division Director/Development-Operations; Troy Parr
 Assistant Division Director/Development-Development

EXCERPT FROM MAY 24, 2017: (1) Motion by David Jordan to defer the request to the next regular Business Committee meeting; and that Councilman Tehassi Hill and Vice-Chairwoman Melinda J. Dayforth will follow-up with the Assistant Directors on the noted changes, seconded by Fawn Billie. Motion carried unanimously. (2) Motion by Jennifer Webster to require a presentation be done on information at the next regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously.

E. NEW BUSINESS

- 1. Review complaint # 2017-ER06-09** *(This item is scheduled to begin at 10:00 a.m.)* pp. 403-448
 Sponsor: Lisa Summers, Tribal Secretary
- 2. Review request regarding Native American Hiring Provision (NAHP) and Tribal Equal Rights Office (ERO)/Indian Preference (IP)** pp. 449-469
 Sponsor: David Jordan, Councilman *(This item is scheduled to begin at 1:30 p.m.)*
- 3. Approve Husch Blackwell LLP attorney contract - file # 2017-0683** pp. 470-495
 Chair: Yvonne Jordan, Oneida Personnel Commission
 Liaison Alt: David Jordan, Councilman *(This item is scheduled to begin at 2:00 p.m.)*
- 4. Approve one (1) enrollment requirement** pp. 496-489
 Sponsor: Brandon Stevens, Councilman
- 5. Approve Cooperative Governance Agreement between Oneida Nation and Town of Oneida as amended – file # 2017-0689** pp. 499-520
 Sponsor: Lisa Summers, Tribal Secretary
- 6. Adopt resolution entitled Regarding Pardon of Tabitha Hill** pp. 521-523
 Sponsor: Lisa Summers, Tribal Secretary
- 7. Adopt resolution entitled Regarding Pardon of Jennifer Wilson** pp. 524-526
 Sponsor: Lisa Summers, Tribal Secretary

XII. ADJOURN

Posted on the Oneida Nation's official website, www.oneida-nsn.gov, at 1:10 p.m., Friday, June 9, 2017, pursuant to the Open Records and Open Meetings Law, section 7.17-1.

The meeting packet of the open session materials for this meeting is available by going to the Oneida Nation's official website at: <https://oneida-nsn.gov/government/business-committee/agendas-packets/>

For information about this meeting, please call the Business Committee Support Office at (920) 869-4364 or (800) 236-2214.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.
2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The posting was in the March 2, 2017 issue of the Kalihwisaks for (2) of vacancies on the Oneida Nation Veterans Affairs Committee for a 3 year term with the deadline of April 3, 2017. There were (6) applicants for the (2) vacancies on the Oneida Nation Veterans Affairs Committee. The appointment was made on the May 10, 2017 BC Agenda.

CANCELLED

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

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

By the authority of the Oneida Nation, the Board was established by the Oneida Youth Leadership Institute's (OYLI) Charter, which was adopted by Oneida Business Committee resolution #09-14-16-B.

(b) The purpose of the Oneida Youth Leadership Institute Board is to:

- (1) receive tax-deductible contributions eligible under Internal Revenue Code Section 170 and 7871(a);
- (2) approve and administer the Oneida Youth Leadership Institute's disbursements;
- (3) promote nonprofit activities including, but not limited to, fundraising, education, training, meetings, workshops, publications and other relevant activities of the Oneida Youth Leadership Institute Board; and
- (4) provide regular reporting to the Oneida Business Committee and General Tribal Council.

The official name of this board is the Oneida Youth Leadership Institute Board. They will need to be sworn in at the June 14, 2017 CBC meeting by taking their Oaths of Office.

CANCELLED

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

Oneida Youth Leadership Board Members June 2017

Name	Degree	Term
Jennifer Hill-Kelley	Master of Science - Environmental Science and Policy	June 2017 - June 2018
Elijah Metoxen	Masters of Arts – Organizational Management	June 2017 - June 2018
Melissa Metoxen	Masters of Science – Educational Leadership and Policy Analysis	June 2017 - June 2018
Margaret Ellis	Masters of Liberal Arts – Global Indigenous Nations Studies/Environmental studies	June 2017 - June 2019
Jeff House	BA Journalism	June 2017 - June 2019
Margaret King Francour	BS Integrative Leadership Studies	June 2017 - June 2019
Richard Elm Hill	BS Business Administration	June 2017 - June 2019

CANCELLED

DRAFT**C. Quality of Life Committee**

Chair: Fawn Billie, Councilwoman

1. Accept March 9, 2017, Quality of Life Committee meeting minutes (1:44:42)

Motion by Trish King to accept the March 9, 2017, Quality of Life Committee meeting minutes, seconded by Tehassi Hill. Motion carried unanimously:

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

Motion by Lisa Summers to take a five (5) minute recess at 10:30 a.m., seconded by David Jordan. Motion carried unanimously: (1:55:15)

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

Meeting called to order by Chairwoman Tina Danforth at 10:34 a.m.

Vice-Chairwoman Melinda J. Danforth, Treasurer Trish King, and Councilwoman Jennifer Webster not present.

VIII. APPOINTMENT**A. Approve recommendation to appoint Carol Silva and Benjamin Skenandore to Oneida Nation Veterans Affairs Committee (1:55:40)**

Sponsor: Tina Danforth, Tribal Chairwoman

EXCERPT FROM APRIL 26, 2017: Motion by Brandon Stevens to defer the recommendations to the Oneida Nation Veterans Affairs Committee back to the Tribal Chair's office to confirm her recommendations, seconded by Tehassi Hill. Motion carried unanimously.

Motion by Lisa Summers to approve the recommendation to appoint Carol Silva and Benjamin Skenandore to Oneida Nation Veterans Affairs Committee, seconded by Tehassi Hill. Motion carried unanimously:

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

Treasurer Trish King arrives at 10:36 a.m.

B. Approve up to seven (7) appointments to Oneida Youth Leadership Institute (OYLI) Board

Sponsor: Joanie Buckley, Division Director/Internal Services (1:56:21)

Motion by Lisa Summers to approve the appointments of Jennifer Hill-Kemp, Elijah Metoxen, Melissa Metoxen, Margaret Ellis, Jeff House, Margaret King Francour, and Richard Elm-Hill to the Oneida Youth Leadership Institute (OYLI) Board, noting the first three (3) will have one (1) year terms and the remaining four (4) will have two (2) year terms, seconded by Fawn Billie. Motion carried with two abstentions:

Ayes: Fawn Billie, David Jordan, Trish King, Lisa Summers
 Abstained: Tehassi Hill, Brandon Stevens
 Not Present: Melinda J. Danforth, Jennifer Webster
 For the record: Chairwoman Tina Danforth stated I feel that it's always necessary to be diligent in preventing any conflict of interest especially regarding financial matters of the tribe and that it should be duly noted.

DRAFT

For the record: Secretary Lisa Summers stated the conversation around the conflict of interest, the questions were asked and answered appropriately so that there's clarity around what the process is going to be moving forward.

IX. NEW BUSINESS**A. Approve three (3) requests regarding CIP project # 07-002 Social Services Building Remodel (2:21:39)**

Sponsor: Troy Parr, Assistant Division Director/Development-Development

Motion by Lisa Summers to approve the CIP project # 07-002 Social Services Building Remodel – Phase V; and to approve activation of the funding, seconded by David Jordan. Motion withdrawn.

Motion by Lisa Summers to approve the procedural except to forgo Phase II of the CIP process of routing the CIP Package to various reviewing entities, seconded by Trish King. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Lisa Summers

Not Present: Melinda J. Danforth, Jennifer Webster

Motion by Lisa Summers to approve the CIP Concept Paper for project # 07-002 Social Services Building Remodel – Phase V; and to approve activation of the approved FY 2017 CIP budget for CIP # 07-002 Social Services Building Remodel – Phase V, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Lisa Summers

Not Present: Melinda J. Danforth, Jennifer Webster

B. Approve two (2) requests regarding CIP project # 16-005 Casinos Exterior Enhancements

Sponsor: Louise Cornelius, Gaming General Manager (2:27:31)

Motion by Lisa Summers to approve the activation of CIP project # 16-005 Casinos Exterior Enhancements; and to approve the activation of the \$500,000 from the approved FY 2017 CIP budget for CIP # 16-005 Casinos Exterior Enhancements, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Lisa Summers

Not Present: Melinda J. Danforth, Jennifer Webster

C. Re-post vacancy to Oneida Nation Arts Board (2:34:27)

Sponsor: Tina Danforth, Tribal Chairwoman

Motion by Fawn Billie to re-post the vacancy to the Oneida Nation Arts Board, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens,
Lisa Summers

Not Present: Melinda J. Danforth, Jennifer Webster

Secretary Lisa Summers departs at 11:13 a.m.

Councilman Brandon Stevens departs at 11:17 a.m.

Secretary Lisa Summers returns at 11:18 a.m.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 10 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="May 24, 2017, regular meeting minutes"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Heather Heuer, Info. Mgmt. Spec./BC Support Office
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

DRAFT**Oneida Business Committee****Executive Session****8:30 a.m. Tuesday, May 23, 2017****Executive Conference Room, 2nd floor, Norbert Hill Center****Regular Meeting****8:30 a.m. Wednesday, May 24, 2017****BC Conference Room, 2nd floor, Norbert Hill Center****Minutes – DRAFT****EXECUTIVE SESSION**

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

Not Present: Chairwoman Tina Danforth at 8:26 a.m.

Arrived at: ;

Others present: James Bittorf, Louise Cornelius, Char Fuchs, Geraldine Danforth, Lorna Skenandore, Larry Barton, Fawn Miller, Tracey Williams, Margaret Ellis, Moon Hill, Jolene Hensberger, Tina Torrez, Nathan King, Janice Hirth, John Doxtator, Tammy Skenandore, Phil Wisneski, Troy Parr, Jacque Boyle, Kevin Rentmeester, Kelly McAndrews;

REGULAR MEETING

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

Not Present: Chairwoman Tina Danforth, Treasurer Trish King,

Arrived at: Councilman Tehassi Hill at 1:30 p.m.;

Others present: Brad Graham, Bill Graham, Mike Debraska, Nancy Barton, Jessica Wallenfang, Kelly McAndrews, Susan House, June Wommack, Joan Christnot, Tina Torrez, Phil Duffy, Kevin Shoenebeck, Heather Lee, Dominique Danforth, Tammy Skenandore, Don Skenandore, Jen Falck, Robert Collins I, Larry Barton, Carol Silva, Bonnie Pigman, Cathy Metoxen, Crystal John, Frank Vandehei, Mark A. Powless Sr., Dale Wheelock, Danelle Wilson, Jennifer Jordan, Nathan Ness, Joel Maxam, Ronald King Jr, Barb Erickson, Jamie Betters, Geraldine Danforth, Heather Heuer;

I. CALL TO ORDER AND ROLL CALL by Vice-Chairwoman Melinda J. Danforth at 8:32 a.m.

For the record: Chairwoman Tina Danforth is away on approved travel attending Great Lakes Restoration Initiative (GLRI) tribal forum in Ashland, WI. Treasurer Trish King is out of the office on vacation time. Councilman Tehassi Hill is attending a Faithkeepers meeting until 12:00 p.m. Councilwoman Jennifer Webster is excused from 11:00 a.m. until 1:30 p.m. to attend the presentation by the State Historical Society.

II. OPENING**A. Special Recognition – June Wommack – Retirement from Oneida Nation with over 25 years of service**

Requestors: Joan Christnot, Director/Head Start; Tina Torrez, Education Manager/Head Start

Sponsor: Jennifer Webster, Councilwoman

DRAFT

Special recognition by Tina Torrez, Joan Christnot, and Councilwoman Jennifer Webster of June Wommack for her retirement with over 25 years of service as a head start employee.

B. Special Recognition – Kevin Shoenebeck – Promotion to “Kyoshi” in the art of Danzan Ryu Kodokan Ju Jitsu

Requestors: Ryan Waterstreet, Assistant Director/Oneida Family Fitness Center; Susan House, Area Manager/Parks & Recreation

Sponsor: George Skenandore, Division Director/Governmental Services

Special recognition by Susan House, Fitness Center staff, and students of Kevin Shoenebeck for his promotion to Kyoshi in the art of Danzan Ryu Kodokan Ju Jitsu.

III. ADOPT THE AGENDA (00:11:48)

Motion by Lisa Summers to adopt the agenda with the following change: [Combine Executive Session – Unfinished Business item XI.E.02 with item XI.A.03.a. due to them being similar in nature; and delete Executive Session – New Business item XI.F.05], seconded by Jennifer Webster. Motion carried unanimously:

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

IV. OATHS OF OFFICE (00:12:39) administered by Secretary Lisa Summers

A. Oneida Public Safety Pension Board – Nathan News, Joel Maxam, Ronald King Jr., and Jack Mehojah (*Not present*)

B. Oneida Nation Veterans Affairs Committee – Carol Sowa and Benjamin Skenandore (*Not present*)

V. MINUTES (00:15:33)

A. Approve May 10, 2017, regular meeting minutes

Sponsor: Lisa Summers, Tribal Secretary

Motion by David Jordan to approve the May 10, 2017, regular meeting minutes, noting that Secretary Lisa Summers was absent for executive session items due to attending state tribal consultation meetings, seconded by Lisa Summers. Motion carried with one abstention:

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

VI. RESOLUTIONS (00:16:24)

A. Adopt resolution entitled Legal Resource Center Emergency Adoption

Sponsor: Brandon Stevens, Councilman/Legislative Operating Committee Chair

Motion by Lisa Summers to adopt resolution # 05-24-17-A Legal Resource Center Emergency Law, seconded by Brandon Stevens. Motion carried unanimously:

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

DRAFT

Not Present: Tina Danforth, Tehassi Hill, Trish King

VII. STANDING COMMITTEES**A. Legislative Operating Committee**

Chair: Brandon Stevens, Councilman

1. Accept May 3, 2017, Legislative Operating Committee meeting minutes (00:26:36)

Motion by Jennifer Webster to accept the May 3, 2017, Legislative Operating Committee meeting minutes, seconded by Fawn Billie. Motion carried unanimously:

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

2. Approve Per Capita Rule No. 1: Distribution Rule Certification; and Hunting, Fishing, & Trapping Rule Handbook Certification (00:27:01)

Motion by Lisa Summers to approve the Per Capita Rule No. 1: Distribution Rule Certification, seconded by David Jordan. Motion carried unanimously:

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

Motion by Lisa Summers to approve the Hunting, Fishing, and Trapping Rule Handbook Certification, seconded by Jennifer Webster. Motion carried unanimously:

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

B. Finance Committee

Chair: Trish King, Tribal Treasurer

1. Approve May 16, 2017, Finance Committee meeting minutes (00:40:54)

Motion by David Jordan to approve the May 16, 2017 Finance Committee meeting minutes, seconded by Jennifer Webster. Motion carried with one abstention:

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

Abstained: Lisa Summers

Not Present: Tina Danforth, Tehassi Hill, Trish King

C. Quality of Life Committee

Chair: Fawn Billie, Councilwoman

1. Accept April 20, 2017, Quality of Life Committee meeting minutes (00:41:18)

Motion by David Jordan to accept the April 20, 2017, Quality of Life Committee meeting minutes, seconded by Lisa Summers. Motion carried unanimously:

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

DRAFT**VIII. NEW BUSINESS** *(Please Note: Scheduled times are approximate and subject to change)***A. Approve three (3) requests regarding doctoral dissertation – Jennifer J. Jordan, Ph.D., CHES, HHS – “Communicating Periodontal Disease Risk to American Indian Patients with Diabetes”**

Sponsor: Jo Anne House, Chief Counsel

Motion by Lisa Summers to accept the presentation as information; to forward the presentation and contact information to Dr. Vir and Debra Danforth at the Oneida Community Health Center for their information; and to grant Dr. Jordan permission to publish the results of this study, seconded by Jennifer Webster. Motion withdrawn noting that this item has a scheduled time of 10:00 a.m. **(00:41:48)**

Fawn Billie departs at 9:50 a.m.

Fawn Billie returns at 10:01 a.m.

Motion by Lisa Summers to accept the presentation as information; to forward the presentation and contact information to Dr. Vir and Debra Danforth at the Oneida Community Health Center for their information; and to grant Dr. Jordan permission to publish the results of this study, seconded by Jennifer Webster. Motion carried with one abstention. **(1:28:29)**

Ayes: Fawn Billie, Brandon Stevens, Lisa Summers, Jennifer Webster

Abstain: David Jordan

Not Present: Tina Danforth, Tehassi Hill, Trish King

For the record: Councilman David Jordan stated I abstain because Jennifer is my niece.

B. Approve EZ-Baccarat Rules of Play **(00:42:57)**

Chair: Maria A. Bowless Sr., Oneida Gaming Commission

Liaison: Brandon Stevens, Councilman

Motion by Fawn Billie to approve the EZ-Baccarat Rules of Play seconded by David Jordan. Motion carried unanimously:

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

Motion by Lisa Summers to request these be reviewed by the Oneida Gaming Commission and brought back in one (1) year to the Business Committee for an update seconded by Fawn Billie. Motion carried unanimously:

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

C. Approve limited waiver of sovereign immunity – WI. Dept. of Veterans Affairs – Access and Data Sharing agreement – contract # 2017-0464 **(00:44:09)**

Requestor: Kerry R. Metoxen, Manager/Oneida Nation Veterans Dept

Liaison: Jennifer Webster, Councilwoman

Motion by Jennifer Webster to approve the limited waiver of sovereign immunity – WI. Dept. of Veterans Affairs – Access and Data Sharing agreement – contract # 2017-0464, seconded by Lisa Summers.

Motion carried unanimously:

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

DRAFT**D. Approve request for status update regarding community concern # 2016-CC-21 – Tysunhehkwa operations (00:46:06)**

Requestor: Nancy Barton
 Sponsor: Tina Danforth, Tribal Chairwoman

Motion by Lisa Summers to accept the request as information, seconded by Jennifer Webster. Motion carried unanimously:

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

E. Review community concern # 2017-CC-08 – Tribal phone company (1:09:28)

Requestor: Brad Graham
 Sponsor: Tina Danforth, Tribal Chairwoman

Motion by Lisa Summers to accept community concern # 2017-CC-08; and to request Chairwoman Tina Danforth to complete the follow up regarding this issue, seconded by Jennifer Webster. Motion carried unanimously:

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

IX. TRAVEL**A. TRAVEL REPORTS****1. Accept travel reports – Secretary Lisa Summers, Councilman Tehassi Hill, and Councilwoman Jennifer Webster – OTIE Welcome and Orientation – Milwaukee, WI – April 20-21, 2017 (1:14:22)**

Motion by Fawn Billie to accept the travel reports – Secretary Lisa Summers, Councilman Tehassi Hill, and Councilwoman Jennifer Webster – OTIE Welcome and Orientation – Milwaukee, WI – April 20-21, 2017, seconded by David Jordan. Motion carried with two abstentions:

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

B. TRAVEL REQUESTS**1. Enter E-Poll results into the record in accordance with BC SCR Conducting Electronic Voting:**

Sponsor: Lisa Summers, Tribal Secretary

a. Approved travel request – Councilman Tehassi Hill – American Indian/Alaska Native Public Witness Hearing – Washington D.C. – May 15-17, 2017 (1:14:56)

Requestor: Tehassi Hill, Councilman

Motion by David Jordan to enter the E-Poll results into the record for the approved travel request – Councilman Tehassi Hill – American Indian/Alaska Native Public Witness Hearing – Washington D.C. – May 15-17, 2017, seconded by Jennifer Webster. Motion carried unanimously:

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

DRAFT**b. Approved travel request – Chairwoman Tina Danforth – Great Lakes Restoration Initiative (GLRI) tribal forum – Ashland, WI – May 23-24, 2017 (1:15:36)**

Requestor: Tina Danforth, Tribal Chairwoman

Motion by Lisa Summers to enter the E-Poll results into the record for the approved travel request – Chairwoman Tina Danforth – Great Lakes Restoration Initiative (GLRI) tribal forum – Ashland, WI – May 23-24, 2017, seconded by Jennifer Webster. Motion carried unanimously:

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

X. GENERAL TRIBAL COUNCIL (To obtain a copy of Members Only materials, visit the BC Support Office, 2nd floor, Norbert Hill Center and present Tribal I.D. card or go to <https://goo.gl/uLp1ey>)

A. Petitioner Sherrole Benton. Request to change pre-employment drug testing for marijuana**1. Accept financial analysis (1:16:05)**

Sponsor: Larry Barton, Chief Financial Officer

Motion by Lisa Summers to accept the financial analysis, seconded by Jennifer Webster. Motion carried unanimously:

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

Motion by Lisa Summers to direct the Secretary to come back with a proposed General Tribal Council date for this item at the next regular Business Committee meeting; and to direct the Secretary to follow-up with the petitioner to see if there's an alternative way for the issue to be resolved, seconded by Fawn Billie. Motion carried unanimously.

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

EXCERPT FROM MAY 10, 2017: Motion by Fawn Billie to defer the financial analysis to the May 24, 2017 regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

EXCERPT FROM APRIL 26, 2017: Motion by Jennifer Webster to defer the financial analysis to May 10, 2017, regular Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously.

EXCERPT FROM APRIL 12, 2017: (1) Motion by David Jordan to accept the legal analysis, seconded by Jennifer Webster. Motion carried unanimously. (2) Motion by Lisa Summers to defer the financial analysis to the April 26, 2017, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously.

EXCERPT FROM MARCH 22, 2017: (1) Motion by David Jordan to accept the legislative analysis, seconded by Tehassi Hill. Motion carried unanimously. (2) Motion by Tehassi Hill to defer the legal analysis to the April 12, 2017, regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously. (3) Motion by David Jordan to defer the financial analysis to the April 12, 2017, regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.

EXCERPT FROM MARCH 8, 2017: (1) Motion by Brandon Stevens to accept the progress report regarding legislative analysis, seconded by Tehassi Hill. Motion carried unanimously. (2) Motion by Jennifer Webster to accept the progress report regarding the legal analysis, seconded by Fawn Billie. Motion carried unanimously. (3) Motion by Jennifer Webster to

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accept the progress report regarding the financial analysis, seconded by Brandon Stevens. Motion carried unanimously.

EXCERPT FROM JANUARY 11, 2017: (1) Motion by Lisa Summers to accept the verified petition from Sherrole Benton regarding a request to change pre-employment drug testing for marijuana use; to send the verified petition to the Law, Finance, Legislative Reference, and Direct Report Offices for the legal, financial, legislative, and administrative analyses to be completed; and to direct the Law, Finance, and Legislative Reference Offices to submit their analyses to the Tribal Secretary's Office within sixty (60) days, and that a progress report be submitted in forty-five (45) days, seconded by Fawn Billie. Motion carried unanimously.

XI. EXECUTIVE SESSION (Please Note: Scheduled times are approximate and subject to change)

Motion by Lisa Summers to commence executive session at 10:30 a.m., seconded by Fawn Billie. Motion carried unanimously: (1:45:33)

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

Executive session recessed at 11:57 p.m. and resumed at 1:30 p.m. with Chairwoman Tina Danforth, Treasurer Trish King, and Councilman Brandon Stevens not present.

Motion by David Jordan to come out of executive session at 3:45 p.m., seconded by Fawn Billie. Motion carried unanimously:

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

Not Present: Tina Danforth, Trish King, Brandon Stevens

A. REPORTS

1. Accept Gaming General Manager Report – Louis Cornhus, Gaming General Manger
(1:45:48)

Motion by David Jordan to accept the Gaming General Manager report for May 23, 2017, seconded by Tehassi Hill. Motion carried unanimously:

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

Not Present: Tina Danforth, Trish King, Brandon Stevens

a. Gaming Strategy for FY 2018 budget (1:46:11)

EXCERPT FROM MAY 10, 2017: Motion by Trish King to defer the remainder of the agenda to the May 24, 2017, regular Business Committee meeting with the exception of item XIII.E.04 to be processed via E-Poll because there is a deadline to that, seconded by Brandon Stevens. Motion carried unanimously.

Motion by Lisa Summers to accept the Gaming request for the employment reinvestment strategy for Fiscal Year 2018 to include items 1, 2, and 3 with the agreed upon modifications, noting a final adjustment may be needed as the budget process for the 2018 proceeds, seconded by Tehassi Hill.

Motion carried unanimously:

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

Not Present: Tina Danforth, Trish King, Brandon Stevens

Motion by Fawn Billie for the Human Resources Department to bring back an employee incentive proposal for the non-gaming entities for inclusion in the Fiscal Year 2018 budget, seconded by Lisa Summers. Motion carried unanimously:

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

Not Present: Tina Danforth, Trish King, Brandon Stevens

DRAFT**2. Accept Intergovernmental Affairs & Communications report – Nathan King, Director (1:47:03)**

Motion by Jennifer Webster to accept the Intergovernmental Affairs & Communications report for May 23, 2017, seconded by Lisa Summers. Motion carried unanimously:

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

3. Accept Chief Counsel report – Jo Anne House, Chief Counsel (1:47:19)

Motion by David Jordan to accept the Chief Counsel report for May 23, 2017, seconded by Fawn Billie. Motion carried unanimously:

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

Motion by Lisa Summers to refer the audit question back to the Audit Committee; and to request the Audit Committee bring back a recommendation regarding the Judiciary question when ready, seconded by David Jordan. Motion carried unanimously:

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

Motion by David Jordan to approve the 2nd amendment to Attorney Patricia Garvey – contract # 2011-0313, seconded by Jennifer Webster. Motion carried with one abstention:

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

a. Review legal opinion regarding complaint # 2017-CC-05 and determine next steps (1:48:20)

Motion by Lisa Summers to direct correspondence be drafted from the Oneida Business Committee regarding the three (3) items identified to be completed for the next regular Business Committee meeting for approval, seconded by Jennifer Webster. Motion carried unanimously:

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

Motion by Lisa Summers to direct the Legislative Operating Committee to include in the Comprehensive Policy Governing Boards, Committees, and Commissions a requirement that all Boards, Committees, and Commissions be required to keep standard operating procedures on file with the Secretary's Office, seconded by Tehassi Hill. Motion carried unanimously:

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

B. STANDING ITEMS**1. Land Claims Strategy (No Requested Action)****2. Oneida Golf Enterprise – Ladies Professional Golf Association (1:49:17)**

Sponsor: Trish King, Tribal Treasurer

Motion by Fawn Billie to accept the Oneida Golf Enterprise – Ladies Professional Golf Association report for May 23, 2017, seconded by Tehassi Hill. Motion carried unanimously:

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

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Motion by Jennifer Webster to accept the event schedule presented including two (2) adjustments, and note the Secretary's Office will send out the appointments with the activities and times for each one of the days, noting the full Business Committee will participate in the welcome message, seconded by Lisa Summers. Motion carried unanimously:

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

C. AUDIT COMMITTEE (No Requested Action)**D. TABLED BUSINESS****1. Approve recommendation regarding Oneida Trust Enrollment memorandum dated April 25, 2017 (1:50:19)**

Sponsor: Tribal Attorney, Chief Counsel

EXCERPT FROM MINUTES 10, 2017: (1) Motion by Trish King to accept the Oneida Trust Enrollment Committee decision from their memorandum dated April 25, 2017, as information; to support recommendation #1 regarding the funding source identified in the decision on enrollment; and to authorize the use of income from the Language Revitalization Fund for the purpose of making the Mingo's Trust Account referred to in the decision on enrollment whole, seconded by Tehassi Hill. Motion not voted on; item tabled. (2) Motion by David Jordan to table this item until the next meeting and make sure we have Trust Enrollment Committee representation when we untable it. Motion failed due to lack of support. (3) Motion by Fawn Billie to table this item for two (2) weeks, seconded by David Jordan. Motion carried with two opposed.

Motion by Lisa Summers to pull this item from the table, seconded by Fawn Billie. Motion carried unanimously:

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

Motion by Lisa Summers to accept the Oneida Trust Enrollment Committee decision on enrollment dated April 25, 2017, as information, seconded by Jennifer Webster. Motion carried unanimously:

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

Motion by Lisa Summers to request the Trust Enrollment Committee to budget payment for Fiscal Year 2018 in accordance with the per capita budgeting process, adjust for the interest, and to confirm with the Business Committee when the process is completed, noting this will be communicated to the Trust Enrollment Committee via Councilman Brandon Stevens, seconded by Tehassi Hill. Motion carried unanimously:

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

E. UNFINISHED BUSINESS**1. Accept status update regarding wage adjustment procedures; and direct sub-team to bring draft policy to June 28, 2017, regular Business Committee meeting (1:51:40)**

Sponsors: Melinda J. Danforth, Tribal Vice-Chairwoman; Lisa Summers, Tribal Secretary; Trish King, Tribal Treasurer; Geraldine Danforth, Area Manager/Human Resources

Motion by Jennifer Webster to accept the status update regarding wage adjustment procedures; and to direct the sub-team to bring draft policy to June 28, 2017, regular Business Committee meeting, seconded by David Jordan. Motion carried unanimously:

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

EXCERPT FROM APRIL 12, 2017: (1) Motion by Lisa Summers to assign the Human Resources Area Manager and a Oneida Business Committee sub-team consisting of the Offices of Secretary Lisa Summers, Vice-Chairwoman Melinda J. Danforth, and Treasurer Trish King to work together to bring forward a revised policy which achieves preservation of managerial decision-making and checks-and-balances relating to budget requirements for any type of wage adjustment, raises, bonuses, etc., seconded by Jennifer Webster. Motion carried unanimously. (2) Motion by Lisa Summers for the Oneida Business Committee sub-team and Human Resources to bring back a status update to the May 24, 2017, regular Business Committee meeting agenda in executive session, seconded by Jennifer Webster. Motion carried unanimously.

2. Review Language Hour proposal and determine next steps (1:52:25)

Sponsors: Tehassi Hill, Councilman; Jennifer Webster, Councilwoman; Brandon Stevens, Councilman

Motion by Lisa Summers to accept the update on the Language Department move; to continue to support the initiative; and to bring back any necessary follow-ups through the team to complete the transition to coincide with Fiscal Year 2018, seconded by Fawn Billie. Motion carried unanimously:

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

Motion by Lisa Summers to direct the Business Committee's language sub-team and the Governmental Services Division Director to ensure that the language realization funds are allocated in accordance with the resolution so the dollars follow the language program, seconded by David Jordan. Motion carried unanimously:

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

EXCERPT FROM MAY 10, 2017: Motion by Trish King to defer the remainder of the agenda to the May 24, 2017, regular Business Committee meeting with the exception of item XIII.E.04 to be processed via E-Poll because there is a deadline to that, seconded by Brandon Stevens. Motion carried unanimously.

EXCERPT FROM MARCH 22, 2017: Motion by Lisa Summers to approve the concept to move forward; to assign the team members of Councilmembers Tehassi Hill, Jennifer Webster, and Brandon Stevens to complete the follow-up; and that the final proposal be brought back for final approval at the May 10, 2017, regular Business Committee meeting, seconded by Trish King. Motion carried unanimously.

3. Approve final report regarding Tsyunhehkwa (1:43:20)

Sponsor: Joanie Buckley, Division Director/Internal Services

Motion by Jennifer Webster to support model c in concept; and to direct the Internal Services Division Director to come back with a communications plan, a marketing plan, and a cost analysis for final approval by the Business Committee before moving forward, noting Business Committee members Lisa Summers, Jennifer Webster, Brandon Stevens, Tehassi Hill, and Fawn Billie will assist in the communication component, seconded by Fawn Billie. Motion carried unanimously:

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

Motion by Lisa Summers to request the Internal Services Division Director to post the Tsyunhehkwa Manager position as soon as possible; and that Business Committee members Jennifer Webster, David Jordan, Tehassi Hill, and Melinda J. Danforth act as area managers for the interview process, seconded by Fawn Billie. Motion carried unanimously:

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

EXCERPT FROM MAY 10, 2017: Motion by Trish King to defer the remainder of the agenda to the May 24, 2017, regular Business Committee meeting with the exception of item XIII.E.04 to be processed via E-Poll because there is a deadline to that, seconded by Brandon Stevens. Motion carried unanimously.

EXCERPT FROM APRIL 26, 2017: Motion by Fawn Billie to defer the final recommendations regarding Tsyunhehkwa to the May 10, 2017, regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.

EXCERPT FROM MARCH 22, 2017: Motion by Tehassi Hill to accept the Tsyunhehkwa report; and to request the Internal Services Division Director to bring back final recommendations for the April 26, 2017, regular Business Committee meeting, seconded by Brandon Stevens. Motion carried unanimously.

4. ~~Defer applicable documents and policies from Law Office regarding community concern # 2017-CC-05 to May 24, 2017, regular Business Committee meeting~~

~~Sponsor: Jo Ann House, Chief Counsel~~

~~*EXCERPT FROM MAY 10, 2017: Motion by Trish King to defer the remainder of the agenda to the May 24, 2017, regular Business Committee meeting with the exception of item XIII.E.04 to be processed via E-Poll because there is a deadline to that, seconded by Brandon Stevens. Motion carried unanimously.*~~

~~*EXCERPT FROM APRIL 26, 2017: Motion by Tehassi Hill to forward this item to the Law Office for a legal review of all applicable documents and policies to be brought back at the next Business Committee meeting or as soon as possible, seconded by Fawn Billie. Motion carried unanimously.*~~

Item combined with item XI.A.03 at the adoption of the agenda due to similar nature.

5. Review applications and appoint appropriate applicants to Oneida ESC Group LLC. Board of Managers (1:54:26)

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to appoint John Breuninger to the Oneida ESC Group LLC. Board of Managers with a term length of one (1) year, seconded by Fawn Billie. Motion carried unanimously:

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

Motion by Lisa Summers to appoint Jacqueline Zalim to the Oneida ESC Group LLC. Board of Managers with a term length of two (2) years, seconded by David Jordan. Motion carried unanimously:

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

Motion by Lisa Summers to appoint Leslie Wheelock to the Oneida ESC Group LLC. Board of Managers with a term length of three (3) years, seconded by Fawn Billie. Motion carried unanimously:

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

EXCERPT FROM MAY 10, 2017: Motion by Trish King to defer the remainder of the agenda to the May 24, 2017, regular Business Committee meeting with the exception of item XIII.E.04 to be processed via E-Poll because there is a deadline to that, seconded by Brandon Stevens. Motion carried unanimously.

EXCERPT FROM APRIL 26, 2017: Motion by Fawn Billie to defer this item to the next Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.

DRAFT**6. Direct Housing Authority Executive Director to provide update on process to exceed FY 2016 IHP acquisition/rehabilitation limit (1:55:32)**

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to proceed with the exception to the 2016 Indian Housing Plan limit; and to request the Housing Authority Executive Director to work with the Division of Land Management to complete the process, seconded by Jennifer Webster. Motion carried with one abstention:

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

EXCERPT FROM MAY 10, 2017: Motion by Trish King to defer the remainder of the agenda to the May 24, 2017, regular Business Committee meeting with the exception of item XIII.E.04 to be processed via E-Poll because there is a deadline to that, seconded by Brandon Stevens. Motion carried unanimously.

EXCERPT FROM APRIL 26, 2017: Motion by Tehassi Hill to defer this item to the May 10, 2017, Business Committee meeting, seconded by Fawn Billie. Motion carried with one abstention.

7. Approve reorganization proposal and consolidation plan (1:56:09)

Sponsor: Janie Buckley, Division Director/Internal Services

Motion by Jennifer Webster to approve the reorganization proposal and consolidation plan in concept; and to direct the Division Director to work with Finance and Human Resources Department to formulate a comprehensive plan including, but not limited to, strategic plan, transition plan, cost analysis, and communication plan, seconded by Fawn Billie. Motion carried with one abstention:

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

EXCERPT FROM MAY 10, 2017: Motion by Trish King to defer the remainder of the agenda to the May 24, 2017, regular Business Committee meeting with the exception of item XIII.E.04 to be processed via E-Poll because there is a deadline to that, seconded by Brandon Stevens. Motion carried unanimously.

8. Review community concern # 2017-CC-07 (1:57:01)

Sponsor: Tina Danforth, Tribal Chairwoman

Motion by Lisa Summers to accept community concern # 2017-CC-07 for information; and to direct Councilman Brandon Stevens, liaison to the Oneida Gaming Commission, to set a meeting in the next two (2) weeks with the Business Committee and Oneida Gaming Commission, seconded by Tehassi Hill. Motion carried with two abstentions:

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

EXCERPT FROM MAY 10, 2017: Motion by Trish King to defer the remainder of the agenda to the May 24, 2017, regular Business Committee meeting with the exception of item XIII.E.04 to be processed via E-Poll because there is a deadline to that, seconded by Brandon Stevens. Motion carried unanimously.

DRAFT**9. Review complaint # 2017-DR08-05 (1:57:37)**

Sponsor: Tina Danforth, Tribal Chairwoman

Motion by David Jordan to accept complaint # 2017-DR08-05 as having merit; and to assign Councilmembers Tehassi Hill, Fawn Billie, and Jennifer Webster to the complaint, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Tehassi Hill, David Jordan, Lisa Summers, Jennifer Webster
 Abstained: Fawn Billie
 Not Present: Tina Danforth, Trish King, Brandon Stevens
 For the record: Vice-Chairwoman Melinda J. Danforth stated I have recused myself from this matter as well as David.

EXCERPT FROM MAY 10, 2017: Motion by Trish King to defer the remainder of the agenda to the May 24, 2017, regular Business Committee meeting with the exception of item XIII.E.04 to be processed via E-Poll because there is a deadline to that, seconded by Brandon Stevens. Motion carried unanimously.

F. NEW BUSINESS**1. Approve limited waiver of sovereign immunity – Wonderlic Inc. – contract # 2017-0155**

Sponsor: Ravinder Vir, Medical Director, Comprehensive Health (1:58:20)

Motion by David Jordan to approve the limited waiver of sovereign immunity – Wonderlic Inc. – contract # 2017-0155, seconded by Tehassi Hill. Motion carried unanimously:

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

2. Approve Development Division re-organizational structure (1:58:50)

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by David Jordan to defer the request to the next regular Business Committee meeting; and that Councilman Tehassi Hill and Vice-Chairwoman Melinda J. Danforth will follow-up with the Assistant Directors on the noted changes, seconded by Fawn Billie. Motion carried unanimously:

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

Motion by Jennifer Webster to require a presentation be done as information at the next regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously:

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

3. Determine next steps regarding additional duties compensation for Direct Report – 01

Sponsor: Fawn Billie, Councilwoman (1:49:34)

Motion by Lisa Summers to delete this item from the agenda, as this item has been completed, seconded by Fawn Billie. Motion carried unanimously:

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

4. Approve three (3) actions regarding Judge of the Court of Appeals resignation

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman (1:59:50)

Motion by Fawn Billie to accept the resignation of Jennifer Hill-Kelley, Judge of the Court of Appeals, seconded by Tehassi Hill. Motion carried unanimously:

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

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Not Present: Tina Danforth, Trish King, Brandon Stevens

Motion by Jennifer Webster to declare the Office of the Judge of Court of Appeals as vacant in accordance with section 801.11-8 of the Judiciary Law; and to request the Election Board liaisons to provide the proper notice and communication regarding the vacancy to the Election Board, seconded by Lisa Summers. Motion carried unanimously:

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

~~5. Review OBC liaison concerns regarding Oneida Total Integrated Enterprises LLC.~~

~~Sponsor: Jennifer Webster, Councilwoman~~

Item deleted at the adoption of the agenda.

6. Enter E-Poll results into the record in accordance with OBC SOP Conducting Electronic Voting: (2:00:48)

Sponsor: Lisa Summers, Tribal Secretary

a. Failed request to reconsider the changed offer and continue with due diligence with 3rd party review. per the 4/26/17 OBC action regarding Aimbridge proposal

Requestor: Trish King, Tribal Treasurer

Motion by Jennifer Webster to enter the E-Poll results into the record for the failed request to reconsider the changed offer and continue with due diligence with 3rd party review per the 4/26/17 OBC action regarding the Aimbridge proposal, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Lisa Summers, Jennifer Webster
Not Present: Tina Danforth, Trish King, Brandon Stevens
For the record: Tribal Secretary Lisa Summers stated already have a for the record comment

as part of the E-Poll itself, but I wanted to clarify because the wording is a little bit strange on this request. The request was for us to consider moving forward and there were some changes to the proposal and that's what we were considering was to move forward even though there was changes and we decided to not proceed because of those changes. And it's worded strange because it's like to reconsider the changed offer and we're not actually reconsidering the changes, we're considering the changes and making a decision based on that. So I just wanted to make sure that was clarified.

XII. ADJOURN

Motion by Fawn Billie to adjourn at 4:03 p.m., seconded by David Jordan. Motion carried unanimously:

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

Minutes prepared by Heather Heuer, Information Management Specialist

Minutes approved as presented on _____.

Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Consider the Resolution: Oneida Nation Seal & Flag Rules Second Extension for consideration.

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Jennifer Falck, LRO Director
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Nation

Post Office Box 365

Phone: (920)869-2214

Oneida, WI 54155



BC Resolution # _____
Oneida Nation Seal and Flag Rules Second Extension

1 **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe
 2 recognized by the laws of the United States of America; and
 3

4 **WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
 5

6 **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1,
 7 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
 8

9 **WHEREAS,** the Oneida Business Committee adopted the Oneida Nation Seal and Flag (Law)
 10 pursuant to resolution BC-14-11-17-C with an effective date of 60 days from the date of
 11 adoption, March 12, 2017; and
 12

13 **WHEREAS,** the Law delegates rulemaking authority to the Oneida Nation Secretary to create rules to
 14 govern the placement, maintenance, and authorized use of the official Oneida
 15 Nation Seal and
 16

17 **WHEREAS,** the Law's adopting resolution required that such rules related to disposition of personal
 18 property be created and adopted no later than the Law's effective date; and
 19

20 **WHEREAS,** the Law, in section 116.4-2 and 116.4-3, provides minimum requirements for the use of
 21 the Oneida Nation Seal on specific official government documents; and
 22

23 **WHEREAS,** the rules would solely govern any further requirements for placement,
 24 maintenance, and authorized use of the Oneida Nation Seal determined necessary by
 25 the Oneida Nation Secretary; and
 26

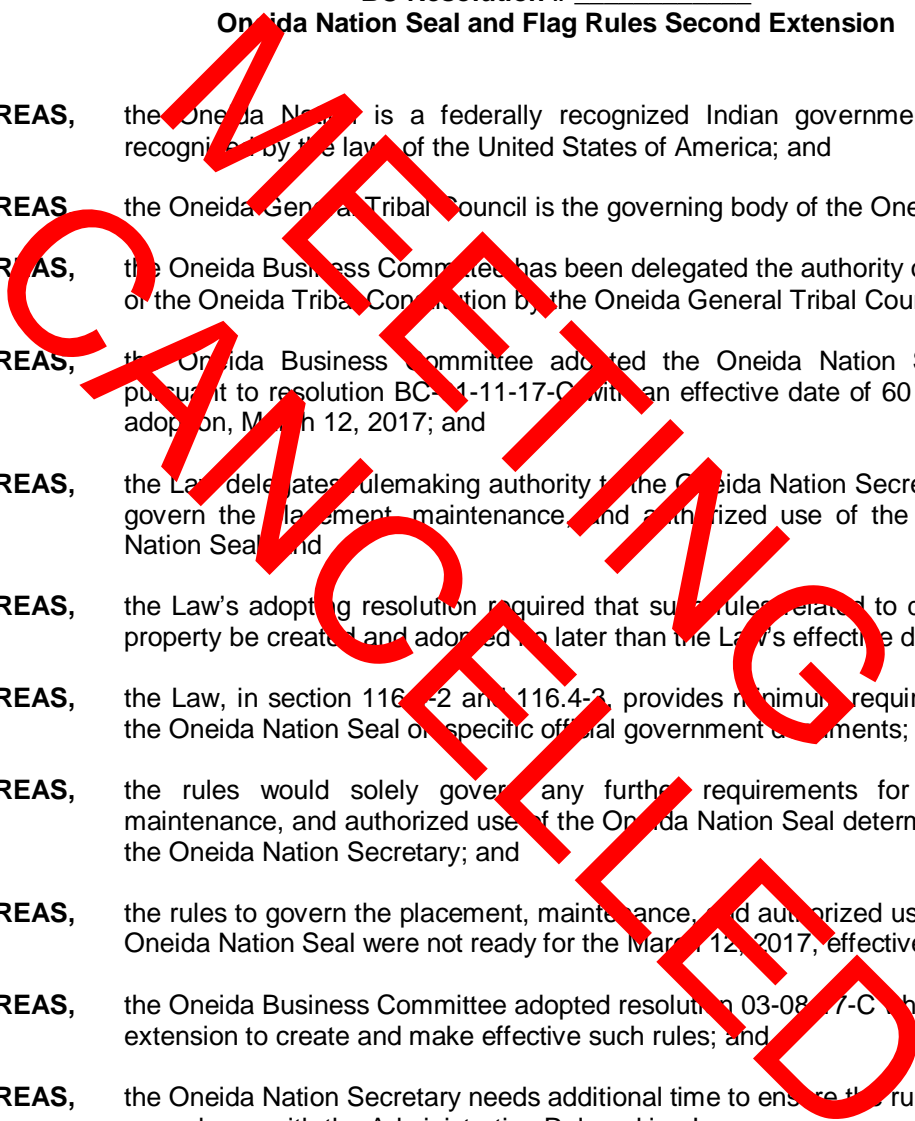
27 **WHEREAS,** the rules to govern the placement, maintenance, and authorized use of the official
 28 Oneida Nation Seal were not ready for the March 12, 2017, effective date of the Law; and
 29

30 **WHEREAS,** the Oneida Business Committee adopted resolution 03-08-17-C which provided a 90-day
 31 extension to create and make effective such rules; and
 32

33 **WHEREAS,** the Oneida Nation Secretary needs additional time to ensure the rules are developed in
 34 accordance with the Administrative Rulemaking Law.
 35

36 **NOW THEREFORE BE IT RESOLVED,** the parties responsible for developing and adopting rules
 37 governing the placement, maintenance, and authorized use of the official Oneida Nation Seal are
 38 hereby granted a second 90-day extension to create and make effective such rules.
 39

40 **NOW THEREFORE BE IT FINALLY RESOLVED,** the second 90-day extension does not impact the
 41 effective date of Oneida Nation Seal and Flag Law.





Oneida Nation
 Oneida Business Committee
 Legislative Operating Committee
 PO Box 365 • Oneida, WI 54155-0365
Oneida-nsn.gov



Statement of Effect

Oneida Nation Seal and Flag Rules Second Extension

Summary

This Resolution grants the parties responsible for developing and adopting rules governing the maintenance, placement and authorized use of the Oneida Nation Seal an additional ninety (90) day extension to create and make effective such rules.

Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

On January 11, 2017, the Oneida Business Committee adopted a new law entitled Oneida Nation Seal and Flag (Law) pursuant to the Oneida Business Committee resolution BC-01-11-17-C. The resolution identified an effective date of sixty (60) days from the date of adoption, March 12, 2017. The Resolution also required that the Oneida Nation Secretary create rules in accordance with these amendments and shall have the final rules prepared within sixty (60) calendar days.

The Law grants rulemaking authority to the Oneida Nation Secretary to create rules to govern the placement, maintenance and authorized use of the official Oneida Nation Seal. [See *Oneida Nation Seal and Flag 116.4-4*]. The rules were not completed by the effective date of the law, March 12, 2017. In order to comply with the process set forth in the Administrative Rulemaking law, the Oneida Nation Secretary requested more time to develop rules governing the maintenance, placement and authorized use of the Oneida Nation Seal. The Oneida Business Committee adopted resolution BC-03-08-17-C which provided a ninety (90) day extension to create and make effective such rules. The ninety (90) day extension did not impact the effective date of the Oneida Nation Seal and Flag law. The Law was able to become effective on March 12, 2017, because the Law provides minimum requirements for the use of the official Oneida Nation Seal. [see *Oneida Nation Seal and Flag 116.4-2*]. The extension to complete the Oneida Nation Seal and Flag rules expires on June 10, 2017.

The Oneida Nation Seal and Flag law rules governing the maintenance, placement and authorized use of the Oneida Nation Seal will not be completed by June 10, 2017. This Resolution allows the parties responsible for developing and adopting rules governing the placement, maintenance and authorized use of the Oneida Nation Seal an additional ninety (90) day extension to create and make effective such rules.

Conclusion

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

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Consider the Resolution: Real Property Law Probate Rules Extension for consideration.

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Jennifer Falck, LRO Director
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # _____ Real Property Law Probate Rules Extension

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 adopted the Real Property law pursuant to resolution BC-05-09-96-A and amended the law by resolutions: BC-03-01-06-D, BC-04-28-10-E, BC-02-25-15-C, BC-05-13-15-B, and most recently with BC-02-08-17-A; and

WHEREAS, the most recent amendments will become effective on June 25, 2017; and

WHEREAS, the most recent amendments update the probate process, transfer the Oneida Land Commission's original hearing body authority to the Oneida Judiciary, and delegate joint administrative rulemaking authority to the Division of Land Management and the Oneida Land Commission; and

WHEREAS, the Division of Land Management and the Oneida Land Commission are required to create rules further defining the process for probate administration; and

WHEREAS, all rules developed by the Division of Land Management and the Oneida Land Commission were required to be effective on June 25, 2017; and

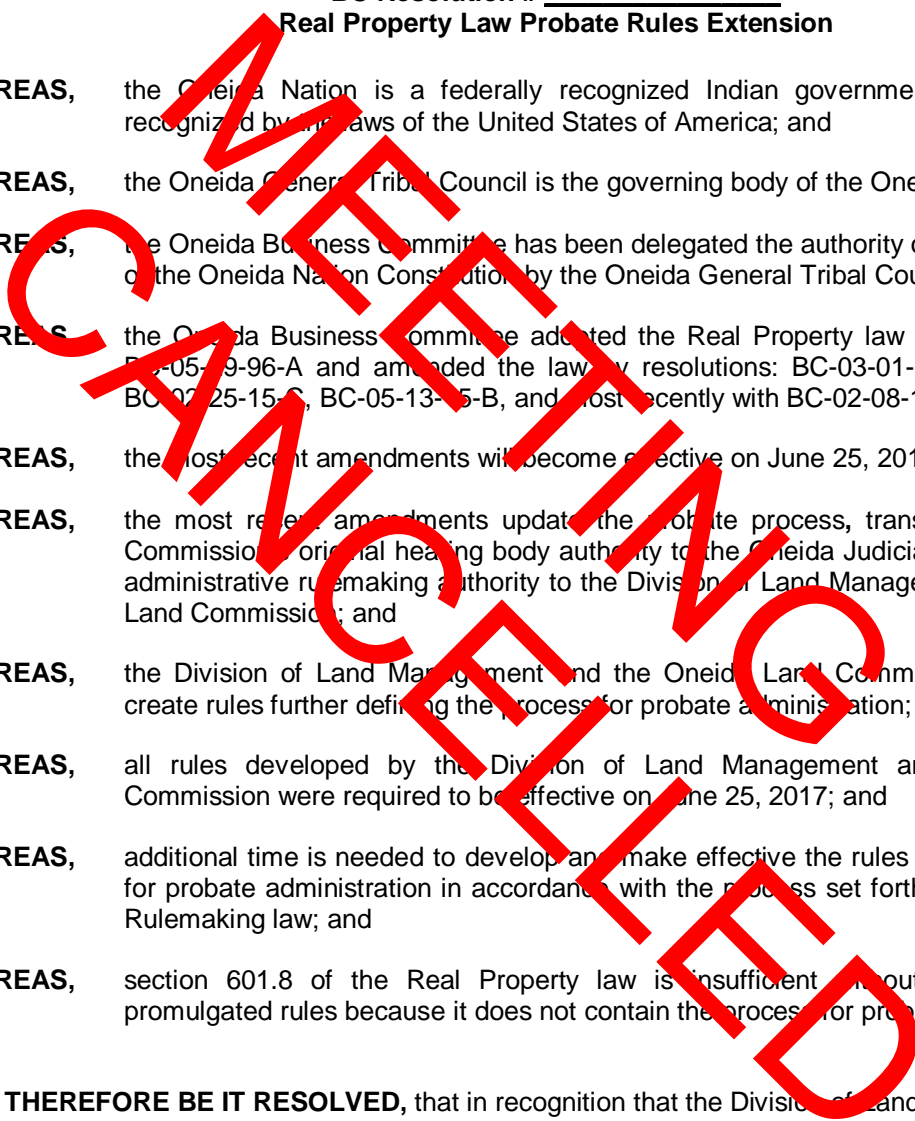
WHEREAS, additional time is needed to develop and make effective the rules regarding the process for probate administration in accordance with the process set forth in the Administrative Rulemaking law; and

WHEREAS, section 601.8 of the Real Property law is insufficient without the addition of the promulgated rules because it does not contain the process for probate administration.

NOW THEREFORE BE IT RESOLVED, that in recognition that the Division of Land Management and the Oneida Land Commission have not yet promulgated the rules governing probate administration, the following provision shall replace section 601.8 of the Real Property law until the probate rules are promulgated and effective:

601.8. Disposition Of Estates Of Deceased Tribal Members.

601.8-1. The purpose of this section is to formalize laws to handle the disposition of deceased tribal members' trust property, with or without a will. The intent of this section is to provide procedures which make it possible for equitable and fair decisions to be made for the surviving family, as well as promoting ongoing peace and harmony within the community.



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

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

56 601.8-2. Non-members of The Oneida Tribe and non-citizens of the United States cannot acquire
57 Trust land through inheritance. Where interests are specifically devised to individuals ineligible to
58 inherit the following options are provided:

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

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

61 601.8-3. Interests of Heirs who cannot be found will be sold to the Oneida Tribe at fair market
62 value, or to an eligible heir, and the money returned to the estate for distribution.

63 601.8-4. In the absence of any heir or devisee, interests will escheat to the Oneida Tribe of
64 Indians of Wisconsin.

65 601.8-5. Personal property which does not come under the guidelines of this Law, and may be
66 distributed at the traditional Friday meal by family members, include:

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

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

71 601.8-6. The Land Commission or its designated sub-committee, shall make a declaratory ruling
72 by authority of the Administrative Procedures Act, Section 9, in any case brought before them by
73 any person claiming to be an heir of the deceased and requesting any of the following
74 determinations:

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

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

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

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

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

82 601.8-7. The Staff Attorney for the Division of Land Management will prepare a file for each
83 probate hearing within 30 days of receipt of a Request for Probate Hearing from anyone claiming
84 to be an heir of the deceased. Extensions to this 30 day requirement shall be requested from the
85 Land Commission when proven necessary to complete the file. Relatives and agencies will be
86 asked to cooperate in developing a complete probate file containing:

87 (a) Family history information,

88 (b) Death certificate,

89 (c) Personal and Real Property Inventory,

90 (d) BIA-IIM Account Report,

91 (e) Creditor Claims,

92 (f) Original will, if any,

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

94 601.8-8. Definitions As Used In This Section

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

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

99 (1) Heirs of the decedent

100 (2) A beneficiary named in any document offered for probate, such as the will of
101 the decedent, land lease or sale agreement for real estate.

102 (3) A person named as administrator or personal representative in any
103 document offered for probate.

104 (4) Additional persons as the Land Commission may by order include who may
105 be affected by the actions of the Land Commission, or its designated sub-

106 committee, whether by receipt of or denial of any property which is a part of the
 107 action.

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

110 601.8-9. *Parties-in-interest.* The net estate of a decedent, not disposed of by will, passes to
 111 his/her surviving heirs or Parties-in-interest as follows:

112 (a) To the spouse:

113 (1) All Real Property.

114 (2) All other than Real Property if there are no surviving children of the decedent.

115 (3) 2 of other than Real Property of the decedent's estate if there are surviving
 116 children of the decedent, or children of any deceased child of the decedent
 117 (grandchildren) who take by right of representation.

118 (b) To Surviving children and children of any deceased child of the decedent by rights of
 119 representation,

120 (1) All of the estate if there is no surviving spouse, divided equally to all in the
 121 same degree of kinship to the decedent. Surviving children of a deceased child
 122 of the decedent will divide their parent's share.

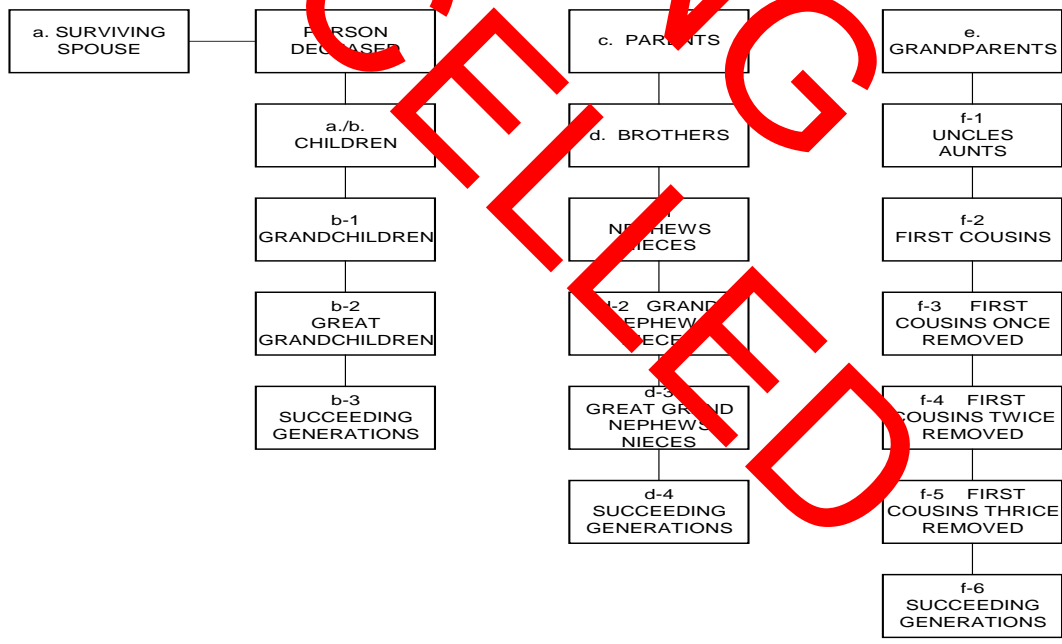
123 (2) All of the estate to the parents, equally divided, if no surviving spouse, children or
 124 children taking by right of representation.

125 (d) All of the estate to the brothers and sisters and children of deceased brothers or
 126 sisters by representation, divided equally, if no surviving spouse, children, or parents.

127 (e) All of the estate to the grandparents of the deceased divided equally, if no surviving
 128 spouse, children parents or brothers and sisters.

129 (f) All of the estate divided equally to living descendants of the grandparents of the
 130 deceased in the same order as (b) thru (e) if no surviving spouse, children, parents
 131 brothers/sisters or grandparents of the decedent.

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



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

134 601.8-10. When the Probate File is complete, it will be placed on the agenda for review by the
 135 Land Commission, who will first review it for sufficiency. If the Land Commission determines the
 136 file is incomplete, it is sent back to the Staff Attorney with further instructions. If the probate file is
 137 determined to be complete, a hearing shall be scheduled at a time when most, if not all, parties
 138 can attend.

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

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

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

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

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

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

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

601.8-11. A party to a probate hearing may seek a rehearing of any of the above determinations listed in 8-3 upon provision of a written request to the Director of the Division of Land Management within 60 days after the Declaratory Ruling is issued. It is the responsibility of the aggrieved party to make certain that adequate documentation necessitating a rehearing is attached to the request.

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

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

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

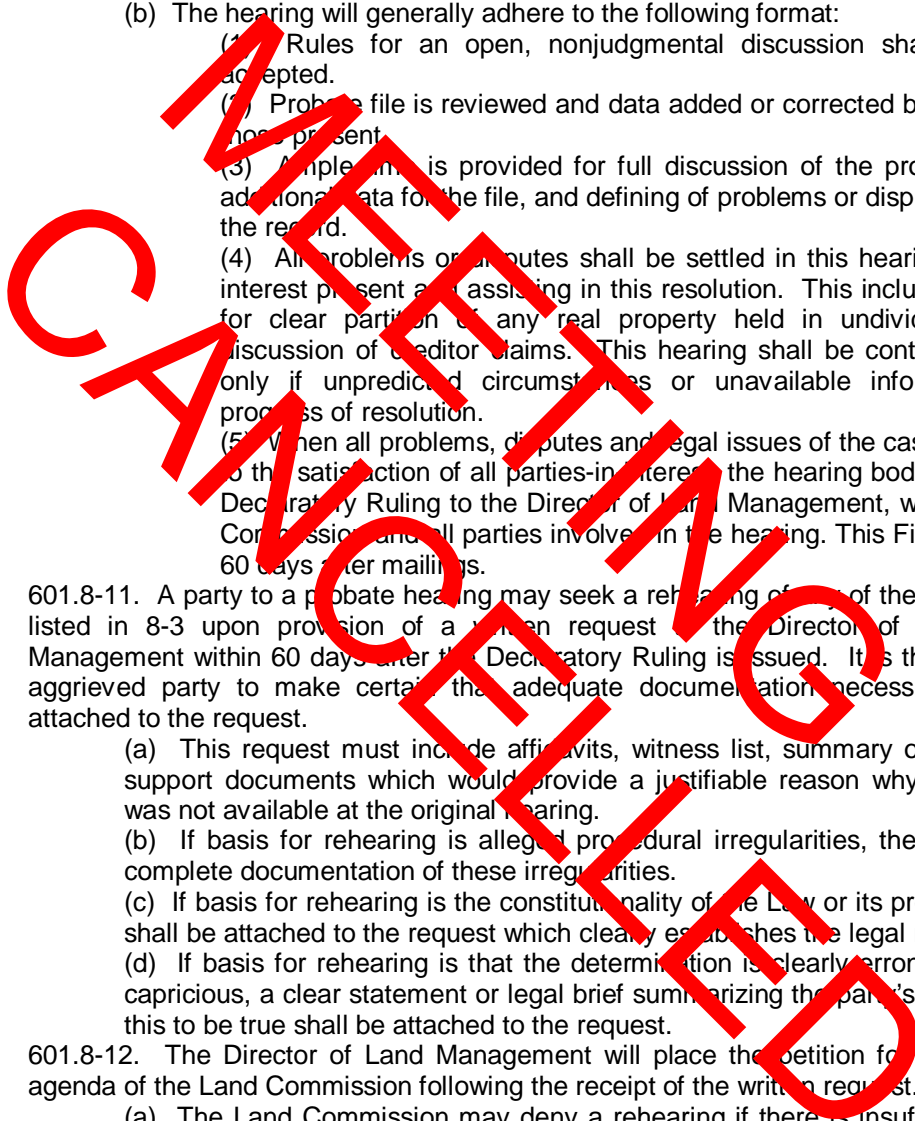
(d) If basis for rehearing is that the determination is clearly erroneous, arbitrary and/or capricious, a clear statement or legal brief summarizing the party's rationale for believing this to be true shall be attached to the request.

601.8-12. The Director of Land Management will place the petition for rehearing on the first agenda of the Land Commission following the receipt of the written request.

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

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

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



194 601.8-13. Any Declaratory Ruling given under this Section may be appealed to the Judiciary
195 within 30 days from the date of the Ruling. The Ruling is sent to the Parties-in-interest with same
196 documentation outlined in 8-6.

197 601.8-14. A party may petition the Judiciary to reopen the case within three years after the
198 Declaratory Ruling has been mailed out if they can prove all of the following:

- 199 (a) They were not a participant in the first hearing;
- 200 (b) They were completely unaware that the first probate hearing occurred and they have
- 201 proof that they were not duly noticed; and
- 202 (c) They have rights which were erroneously left out of the first probate hearing.

203 601.8-15. After looking at the record of the first hearing, the Judiciary may rule that the Petition
204 To Reopen is not sufficient, or it may send an order to the Land Commission to provide a second
205 hearing based on the evidence provided in the Petition.

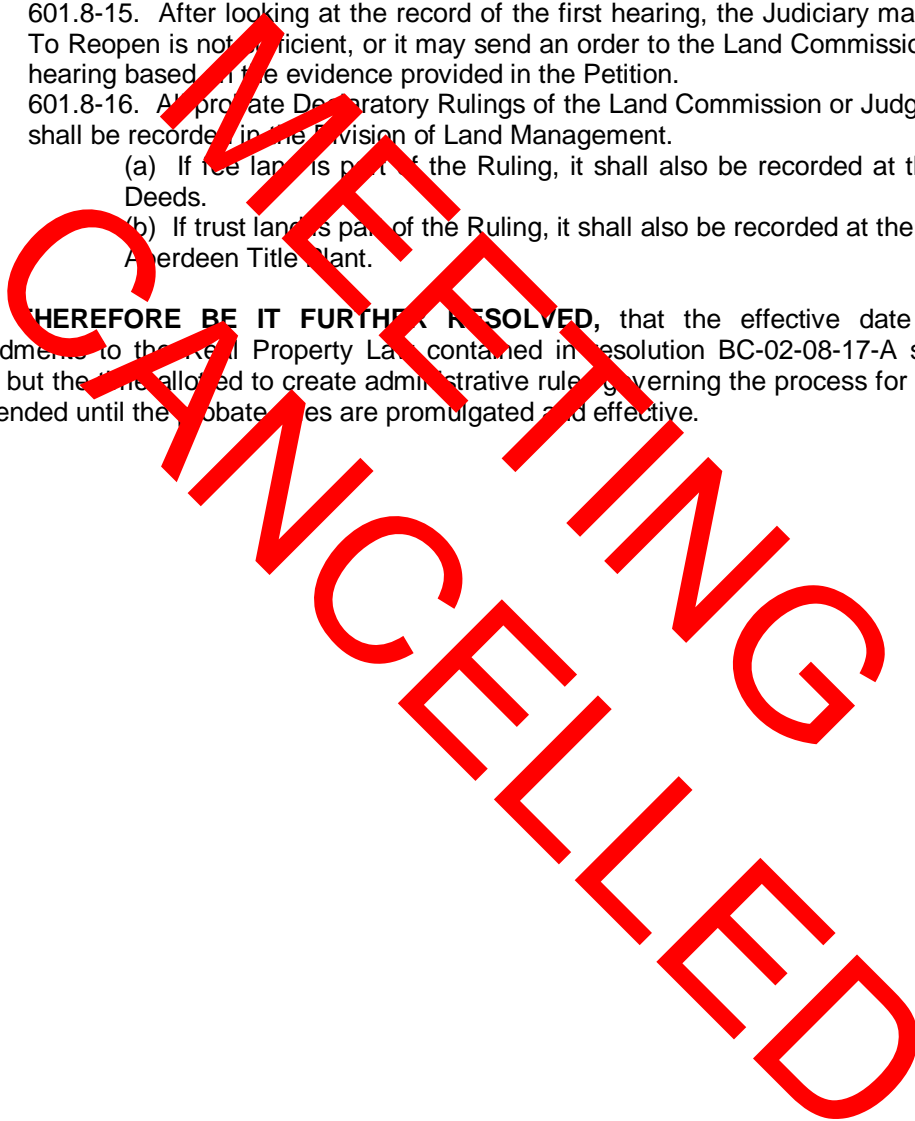
206 601.8-16. All probate Declaratory Rulings of the Land Commission or Judgments of the Judiciary
207 shall be recorded in the Division of Land Management.

208 (a) If fee lands is part of the Ruling, it shall also be recorded at the County Register of
209 Deeds.

210 (b) If trust lands is part of the Ruling, it shall also be recorded at the Department of Interior
211 Aberdeen Title Plant.

212
213 **NOW WHEREFORE BE IT FURTHER RESOLVED**, that the effective date of the most recent
214 amendments to the Real Property Law contained in resolution BC-02-08-17-A shall remain June 25,
215 2017, but the time allowed to create administrative rules governing the process for probate administration
216 is extended until the probate rules are promulgated and effective.

217
218





Oneida Nation
 Oneida Business Committee
 Legislative Operating Committee
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Statement of Effect
Real Property Law Probate Rules Extension

Summary

This resolution extends time allotted to create administrative rules governing the process for probate administration.

Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

The Oneida Business Committee amended the Real Property law by resolution BC-02-08-17-A. The amendment, set to become effective on June 25, 2017, update the probate process, transfer the Oneida Land Commission's original hearing body authority to the Oneida Judiciary, and delegate joint administrative rulemaking authority to the Division of Land Management and the Oneida Land Commission to promulgate rules to further define the process for probate administration.

The Division of Land Management and the Oneida Land Commission were required to create the rules governing probate administration by June 25, 2017, when the law becomes effective. The probate rules will not be completed by the deadline so additional time is needed to develop and make effective the rules regarding the process for probate administration in accordance with the process set forth in the Administrative Rulemaking law.

The resolution extends time allotted to the Division of Land Management and the Oneida Land Commission to create administrative rules governing the process for probate administration. Without the rules promulgated, section 601.8 of the Real Property law governing probate will be insufficient because it does not contain the necessary details and process for probate administration. In recognition of the fact that the Real Property law's section governing probate is insufficient without the addition of rules, the resolution includes a provision that shall replace section 601.8 of the law until the probate rules are promulgated and effective.

The probate rulemaking extension does not affect the effective date of the law.

Conclusion

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

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="5/17/17 LOC Minutes"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.





Oneida Nation
 Oneida Business Committee
 Legislative Operating Committee
 PO Box 365 • Oneida, WI 54155-0365
 Oneida-nsn.gov



LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES
 Business Committee Conference Room-2nd Floor Norbert Hill Center
 May 17, 2017 1:30 p.m.

Present: Tehassi Hill, Jennifer Webster, Fawn Billie, David P. Jordan

Others Present: Jennifer Falck, Candice Skenandore, Clorissa Santiago, Maureen Perkins, Tani Thurner, Rae Skenandore, Krystal John, Robert J. Collins II, Bonnie Pigman, Mike Debraska, Gene Schubert, Lynn Cosco, Cathy Bachhuber

I. Call to Order and Approval of the Agenda

Tehassi Hill called the May 17, 2017 Legislative Operating Committee meeting to order at 1:30 p.m.

Motion by David P. Jordan to adopt the agenda, seconded by Fawn Billie. Motion carried unanimously.

II. Minutes to be approved

1. May 3, 2017 LOC Meeting Minutes

Motion by Fawn Billie to approve the May 3, 2017 LOC meeting minutes; seconded by Jennifer Webster. Motion carried, with David P. Jordan abstaining.

III. Current Business

1. Petition: Child Care Department Consumer Complaint Policy (00:55-01:30)

Motion by Jennifer Webster to review and accept the draft Child Care Department Consumer Complaint law and send for analysis to be completed by June 7, 2017; seconded by David P. Jordan. Motion carried unanimously.

2. Children's Code (11:08-12:07)

Motion by Jennifer Webster to accept the public meeting comments for the Child Welfare Law and defer to a work meeting; seconded by Fawn Billie. Motion carried unanimously.

3. Legal Resource Center (01:52-11:02)

Motion by Jennifer Webster to accept the emergency adoption packet for the Legal Resource Center law and forward to the Oneida Business Committee for consideration; seconded by Fawn Billie. Motion carried unanimously.

4. General Tribal Council Meetings (12:09-12:39)

Motion by David P. Jordan to approve an extension to June 7, 2017 for the legislative analysis for the General Tribal Council Meetings law to be completed; seconded by Fawn Billie. Motion carried unanimously.

5. Administrative Rulemaking Amendments (12:43-13:12)

Motion by Fawn Billie to approve an extension to June 7, 2017 for the legislative analysis for the Administrative Rulemaking amendments to be completed; seconded by David P. Jordan. Motion carried unanimously.

6. **Conflict of Interest Permanent Amendments** (13:14-13:41)

Motion by David P. Jordan to approve the updated public meeting packet for the approved June 5, 2017 public meeting for the Conflict of Interest permanent amendments; seconded by Fawn Billie. Motion carried unanimously.

IV. New Submissions

1. **All-Terrain Vehicle Law Amendments** (13:50-17:28)

Motion by David P. Jordan to add each of these laws to the Active Files List as a high priority, assign Tehassi Hill as the sponsor, approve the public meeting packet, in addition to the Tribal Environmental Response law for June 15, 2017; seconded by Fawn Billie. Motion carried unanimously.

2. **Hunting, Fishing and Trapping Law Amendments** (13:50-17:28)

Motion by David P. Jordan to add each of these to the Active Files List as a high priority, assign Tehassi Hill as the sponsor, approve the public meeting packet, in addition to the Tribal Environmental Response law for June 15, 2017; seconded by Fawn Billie. Motion carried unanimously.

3. **Public Use of Tribal Land Law Amendments** (13:50-17:28)

Motion by David P. Jordan to add each of these to the Active Files List as a high priority, assign Tehassi Hill as the sponsor, approve the public meeting packet, in addition to the Tribal Environmental Response law for June 15, 2017; seconded by Fawn Billie. Motion carried unanimously.

4. **Water Resources Ordinance Amendments** (13:50-17:28)

Motion by David P. Jordan to add each of these to the Active Files List as a high priority, assign Tehassi Hill as the sponsor, approve the public meeting packet, in addition to the Tribal Environmental Response law for June 15, 2017; seconded by Fawn Billie. Motion carried unanimously.

5. **Well Abandonment Law Amendment** (13:50-17:28)

Motion by David P. Jordan to add each of these to the Active Files List as a high priority, assign Tehassi Hill as the sponsor, approve the public meeting packet, in addition to the Tribal Environmental Response law for June 15, 2017; seconded by Fawn Billie. Motion carried unanimously.

6. **On-Site Waste Disposal Ordinance Amendments** (13:50-17:28)

Motion by David P. Jordan to add each of these to the Active Files List as a high priority, assign Tehassi Hill as the sponsor, approve the public meeting packet, in addition to the Tribal Environmental Response law for June 15, 2017; seconded by Fawn Billie. Motion carried unanimously.

V. Additions

VI. Administrative Updates

1. **Domestic Animals Amendments E-Poll Results** (17:29-17:47)

Motion by Fawn Billie to accept the Domestic Animals Amendments e-poll results of May 5, 2017 into the record; seconded by David P. Jordan. Motion carried unanimously.

2. **Per Capita Rule No. 1 –Distribution Rule Certification** (17:53-18:11)

Motion by David P. Jordan to certify the Per Capita Distribution rule and forward to the Oneida Business Committee for review; seconded by Jennifer Webster. Motion carried unanimously.

3. **Hunting, Fishing and Trapping Rule Handbook Certification** (18:14-18:32)

Motion by Jennifer Webster to certify the Hunting, Fishing and Trapping Rule Handbook and forward to the Oneida Business Committee for review; seconded by David P. Jordan. Motion carried unanimously.

4. **FY17 semi-annual GTC Report** (18:38-19:05)

Motion by Fawn Billie to approve the Legislative Operating Committee FY17 semi-annual GTC Report and forward to the Secretary's Office; seconded by David P. Jordan. Motion carried unanimously.

VII. Executive Session

VIII. Adjourn

Motion by David P. Jordan to adjourn the May 17, 2017 Legislative Operating Committee meeting at 1:59 p.m.; seconded by Jennifer Webster. Motion carried unanimously.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Review the Landlord Tenant Rule #1: income Based Rent to Own Program, Eligibility, Selection, and Other Requirements.

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.
2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Jennifer Falck, LRO Director
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54155-0365
Oneida-nsn.gov



TO: Oneida Business Committee
FROM: Brandon Stevens, LOC Chairperson *BS*
DATE: June 14, 2017
RE: Certification of Landlord-Tenant Law Rule No. 4 – Income Based Rent to Own Program Eligibility, Selection and Other Requirements

CERTIFICATION

On June 14, 2017, the Legislative Operating Committee (LOC) certified that the Oneida Housing Authority (OHA) had complied with the Administrative Rulemaking law in the promulgation of the Landlord-Tenant law Rule No. 4 – Income Based Rent to Own Program Eligibility, Selection and Other Requirements.

REQUESTED ACTION

The LOC requests the Oneida Business Committee to review the Landlord-Tenant law Rule No. 4 – Income Based Rent to Own Program Eligibility, Selection and Other Requirements and the attached administrative record. If upon review the Oneida Business Committee has any concerns and/or requested revisions to the rule, the Oneida Business Committee may request the Oneida Housing Authority to work with the Oneida Business Committee to address the concerns by revising or repealing the rule pursuant to section 106.73 of the Administrative Rulemaking law.

COMPLETED

Jo Anne House, PhD | Chief Counsel
James R. Bittorf | Deputy Chief Counsel

Patricia M. Stevens Garvey
Kelly M. McAndrews
Michelle L. Gordon
Krystal L. John
Robert J. Collins, II

Law Office



MEMORANDUM

TO: Legislative Operating Committee

FROM: Krystal L. John, Staff Attorney

DATE: June 7, 2017

SUBJECT: Request for Certification of Procedural Compliance
Landlord-Tenant Rule No. 4 – Income Based Rent to Own Program Eligibility,
Selection and Other Requirements

The Comprehensive Housing Division, as defined in the Eviction and Termination law, is exercising its rulemaking authority to further define sections of Title 6 Property and Land – Chapter 611; Landlord-Tenant.

This rule is newly drafted and is not a revision of a prior rule.

In accordance with the Administrative Rulemaking law, a public meeting was held for this rule on May 18, 2017 for which the comment period expired on May 25, 2017.

The following attachments are included for your review:

1. Rule No. 4 – Income Based Rent to Own Program Eligibility, Selection and Other Requirements
2. Comprehensive Housing Division (Oneida Housing Authority) Approval
3. Summary Report
4. Public Meeting Notice
5. Copy of Public Meeting Published in the Kalihwisaks (Page 10 of the May 4, 2017 issue)
6. Public Meeting Sign-in Sheet
7. Public meeting transcription from the May 25, 2017 Public Meeting
8. Public Meeting Comment Memorandum

Following certification, this rule shall become effective on June 15, 2017.



Title 6. Property and Land – Chapter 611

LANDLORD-TENANT

Rule # 4 – Income Based Rent to Own Program Eligibility, Selection and Other Requirements

- 4.1. Purpose and Effective Date
- 4.2. Adoption and Authority
- 4.3. Definitions
- 4.4. Eligibility Requirements
- 4.5. Application Process and Wait List
- 4.6. Tenant Selection
- 4.7. Setting Rents
- 4.8. Annual Inspection and Background Check
- 4.9. Rent to Own Agreement Cancellation

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4.1. Purpose and Delegation

4.1-1. *Purpose.* The purpose of this rule is to provide additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based homeownership program. The mission of the income-based homeownership program is to offer Tribal members homeownership opportunities without requiring credit checks or down payments which offers payment plans that may include federal subsidy is free of interest, and with payment amounts based on household income. It is always the Comprehensive Housing Division's policy to develop, maintain, and operate affordable housing in safe, sanitary and healthy environments within the reservation.

4.1-2. *Delegation.* The Landlord-Tenant law delegated the Comprehensive Housing Division and Land Commission joint rulemaking authority pursuant to the Administrative Rulemaking law. However that delegation excluded the Land Commission from having joint authority where the rules relate solely to premises administered pursuant to federal funding. Accordingly, the Comprehensive Housing Division has sole rulemaking authority for these rules.

4.2. Adoption and Authority

4.2-1. This rule was adopted by the Comprehensive Housing Division in accordance with the procedures of the Administrative Rulemaking law.

4.2-2. This rule may be amended or repealed by the approval of the Comprehensive Housing Division pursuant to the procedures set out in the Administrative Rulemaking law.

4.2-3. 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.

4.2-4. 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.

4.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Landlord-Tenant law, provided that tenants are currently subject to the Mutual Help Agreement shall remain subject to the Mutual Help Agreement with this rule applying to all future rent-to-own agreements entered into by the Comprehensive Housing Division.

4.3. Definitions

4.3-1. 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.

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- 47 (a) “Comprehensive Housing Division” means the entity responsible for housing matters
48 specifically related to rent-to-own agreements as defined by Oneida Business Committee
49 Resolution.¹
- 50 (b) “Household” means all persons residing at the premises.
- 51 (c) “HUD” means the United States Department of Housing and Urban Development.
- 52 (b) “Landlord” means the Nation in its capacity to rent real property subject to a rental
53 agreement.
- 54 (c) “Nation” means the Oneida Nation.
- 55 (d) “Premises” means the property covered by a rent-to-own agreement, including not
56 only the real property and fixtures, but also any personal property furnished by the
57 landlord pursuant to a rental agreement.
- 58 (e) “Rent-to-Own Agreement” means a written contract between a landlord and a tenant,
59 whereby the tenant is granted the right to use or occupy the premises for a residential
60 purpose.
- 61 (f) “Tenant” means the person granted the right to use or occupy a premise pursuant to a
62 rental agreement.
- 63 (g) “Tribal member” means an enrolled member of the Nation.

65 4.4. Eligibility Requirements

- 66 4.4-1. *Tribal Member Status.* At least one (1) of the heads of household required to sign the
67 rent-to-own agreement is required to be a Tribal member. Comprehensive Housing Division
68 staff shall verify enrollment status by either requiring a copy of the Tribal Identification Card or
69 requesting verification from the Trust Enrollment Department.
- 70 4.4-2. *Dependent Minor.* In order to be eligible there must be a minimum of one (1) minor in
71 the household composition that is a full-time dependent of a head of household at the time of
72 application.
- 73 4.4-3. *Maximum Income.* Pursuant to NY HASDA, in order to be eligible for an income-based
74 rent-to-own agreement, the household must qualify as low-income at the time of initial
75 occupancy. In order to qualify as low-income, applicants’ household income may not exceed
76 eighty percent (80%) of the regional gross annual income based on the data from Outagamie
77 County.² For the purposes of this section, gross annual income is all income from any and all
78 sources of income from all adult members of the household anticipated to be received in an
79 upcoming twelve (12) month period unless specifically excluded from income in this section.
80 Applicants shall provide Comprehensive Housing Division staff written verification of income.
- 81 (a) For purposes of calculating income to determine eligibility, the Comprehensive
82 Housing Division staff shall include per capita payments to the extent that receipt of per
83 capita payment may be verified for the prior year based on the tax return.
- 84 (b) For the purpose of calculating income to determine eligibility, the Comprehensive
85 Housing Division staff shall include in annual income gross income from household

¹ See BC Resolution 10-12-16-D providing that for purposes of the Landlord-Tenant law, the Comprehensive Housing Division means the Division of Land Management for general rental agreements, the Oneida Housing Authority for income-based rental agreements and Elder Services for rental agreements through the Elder Services program.

² Pursuant to resolution BC-01-25-12-A, Outagamie County is designated as the data source for collecting regional gross income for determining low-income housing eligibility because the income in that area is generally higher than Brown County’s and results in more persons being eligible based on the income requirements.

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2017 06 07

86 assets where net household assets are defined in accordance with 24 CFR 5.603.³

87 (b) For purposes of calculating income to determine eligibility, the Comprehensive
88 Housing Division staff may not include the following:

89 (1) Income from employment of any household minors;

90 (2) Payments received for the care of foster children and/or handicapped/mentally
91 incompetent adults;

92 (3) Lump-sum additions to household assets including, but not limited to,
93 inheritances, insurance payments, capital gains, and settlements for personal
94 and/or property losses, excluding payments in lieu of earnings, such as
95 unemployment, disability compensation, worker's compensation, and severance
96 pay, which are included in income;

97 (4) Amounts received by the household that is specifically for, or in
98 reimbursement of, the cost of medical expenses for any member of the household;

99 (5) Income of in-home medical aide;

100 (6) Any amounts received as student financial assistance;

101 (7) Income of any adult household members that are students, other than the head
102 of household, in excess of \$480 annually; the first \$480 of annual income
103 received by an adult student household member shall be included as income;

104 (8) Payments made to any member of the household serving in the armed forces
105 for exposure to hostile fire;

106 (9) Amounts received under training programs funded by HUD;

107 (10) Amounts received by persons with disabilities, which amounts are
108 disregarded or exempted time for purposes of Supplemental Security Income
109 eligibility and benefits because such amounts are set aside for use under a Plan for
110 Achieving Self-Support;

111 (11) Temporary, non-recurring and/or sporadic income (including gifts);

112 (12) Adoption assistance payments that exceed \$480 annually; the first \$480 of
113 annual adoption assistance payments shall be included as income;

114 (13) Deferred periodic amounts from supplemental security income and social
115 security benefits that are received in a lump sum amount or in prospective
116 monthly amounts;

117 (14) Amounts paid by a state agency to a member of the household with a
118 developmental disability to offset the cost of services and/or equipment needed to
119 keep the developmentally disabled member living in the household; and

120 (15) Amounts specifically excluded from income by any applicable federal statute
121 and/or regulation, specifically those identified in the Federal Register.⁴

122 4.4-4. *Minimum Income.* Applicants shall have a minimum income of \$10,000 at the time of
123 application.

124 4.4-5. *Outstanding Debts.* Applicants for a rental agreement may not have a balance greater
125 than two hundred dollars (\$200) owed to any utility provider and may not have any prior debt
126 owed to the Comprehensive Housing Division.

127 4.4-6. *Prior Comprehensive Housing Division Eviction.* Applicants that have had a rental
128 agreement with the Comprehensive Housing Division subject to an eviction and termination

³ See HUD Occupancy Handbook, Exhibit 5-2: Assets.

⁴ The most recent notice of federally required exclusions was published on December 14, 2012 and can be found in the Federal Register at 77 FR 74495.

129 within two (2) years from the date of the application are not eligible to participate in the income-
130 based rent-to-own program.

131 4.4-7. *Criminal Convictions.* Applicants with any of the following types of convictions are not
132 eligible for participation in the rent-to-own program, provided that the Pardon and Forgiveness
133 law may provide an exception to the conditions contained in this section:

- 134 (a) A drug conviction within three (3) years from the date of application;
- 135 (b) A felony conviction within five (5) years from the date of application; and/or
- 136 (c) A criminal conviction based upon an act of violence within two (2) years from the
137 date of the application.

138 4.4-8. *Homeowner Status.* Applicants that are current homeowners are not eligible for
139 participation in the income-based rent-to-own program.

140 4.4-9. *Current Comprehensive Housing Division Tenants.* Applicants that are current tenants of
141 the Comprehensive Housing Division are required to be in compliance with the rental program
142 agreement and any accompanying rules in order to be eligible for participation in the income-
143 based rent-to-own program.

144 **4.5. Application Process and Wait List**

146 4.5-1. *Applying.* Persons wishing to participate in the income-based rent-to-own program shall
147 complete the Comprehensive Housing Division rent-to-own agreement application and any other
148 accompanying forms required based on the income-based program eligibility requirements. The
149 Comprehensive Housing Division staff may not consider any applications for selection and/or
150 placement on the wait list until the application and all accompanying forms are complete. Upon
151 receipt of a completed application, including all supplementary forms, Comprehensive Housing
152 Division staff shall date and time stamp the application. In regardless of a complete application
153 submittal, additional information is required to determine eligibility, the Comprehensive Housing
154 Division staff shall request such information and maintain the application submittal date
155 provided that the applicant responds to the information request in a reasonably timely fashion.

156 (a) *Household Composition Form.* The Comprehensive Housing Division staff shall
157 require applicants to the income-based homeownership program to complete a Household
158 Composition Form which provides the full name, age and date of birth of each person
159 contemplated to reside in the home. In order to verify such information, the
160 Comprehensive Housing Division staff shall require that applicants submit the following
161 with the Household Composition Form:

- 162 (1) Copies of social security cards for each person contemplated to reside in the
163 home, provided that for newly born babies that have not yet been issued a social
164 security card a birth certificate is sufficient;
- 165 (2) A copy of a picture identification card for each adult contemplated to reside in
166 the home;
- 167 (3) If any adults in the home are enrolled in post-secondary education,
168 verification of enrollment in the form of a financial aid award letter or other
169 documentation directly from the school; and
- 170 (4) If an adult in the household is the custodial parent/guardian of a minor, a copy
171 of the court documents which awarded such placement.

172 (b) *Household Size/Needs.* At the time of application, the applicant shall indicate what
173 size home they require: two (2) bedrooms; three (3) bedrooms; four (4) bedrooms; five
174 (5) bedrooms and/or handicap accessibility.

175 (c) *Background Checks.* In order to ensure compliance with the eligibility requirements
176 of the Landlord-Tenant law and these rules, Comprehensive Housing Division staff shall
177 perform a background check on each adult in the household. Household adults are also
178 subject to annual background checks upon the annual update pursuant to 4.8-5 and as
179 may be determined to be necessary by the Comprehensive Housing Division staff to
180 maintain the safety of the community.

181 4.5-2. *Notification of Eligibility, Placement on the Wait List.* When Comprehensive Housing
182 Division staff completes its review of an application and determines the applicant(s) is eligible
183 for the rent-to-own program, the staff shall determine whether there is a wait list for the rent-to-
184 own program for the home size needed by the applicant.

185 (a) If there is a wait list established for the home size needed by the applicant,
186 Comprehensive Housing Division staff shall place the applicant on the wait list based on
187 the date and time stamp of the application. At such time, Comprehensive Housing
188 Division staff shall provide the applicant with notice of their placement on the wait list
189 and the requirement to update their application should anything change prior to a home
190 becoming available. An applicant may request to be removed from the wait list at any
191 time.

192 (b) If there is not a wait list established and there are homes available, move to the tenant
193 selection process provided in section 4.6.

194 4.5-3. *Notification of Ineligibility.* If review of a complete submitted application reveals that an
195 applicant is ineligible to participate in the rent-to-own program based on the Landlord-Tenant
196 law and/or rules, the Comprehensive Housing Division staff shall notify the applicant of the
197 cause of the ineligibility and advise the applicant may become eligible in the future. At such time,
198 Comprehensive Housing Division staff shall also inform the applicant of other housing
199 opportunities offered by the Nation for which the applicant may be eligible, if applicable.

200 4.5-4. *Required Application Updates.* Applicants on the wait list are required to update the
201 application, at a minimum, annually, but also whenever information submitted on the application
202 has changed. Applicants that fail to complete the application update within the allotted
203 timeframe will be removed from the wait list and required to re-apply for future consideration
204 absent proof of extenuating circumstances for which Comprehensive Housing Division staff
205 may provide a grace period of a maximum of ten (10) calendar days. Should an updated
206 application reveal that an applicant has become ineligible for the rent-to-own program,
207 Comprehensive Housing Division staff shall remove the applicant from the wait list and provide
208 the applicant notice of the cause for ineligibility.

209

210 **4.6. Tenant Selection**

211 4.6-1. *Available Rent-to-Own Homes.* When a rent-to-own home becomes available, the
212 Comprehensive Housing Division staff shall preliminarily select a tenant based on the first
213 applicant on the wait list for the available home size.

214 4.6-2. *Notice of Tenant Selection.* When an applicant is selected for a unit in accordance with
215 this section, the Comprehensive Housing Division staff shall provide the applicant with notice of
216 tenant selection. The notice, at a minimum, shall include the address of the home, the estimated
217 monthly payment required (based on the applicant's reported income), and a requirement that the
218 applicant respond within fifteen (15) calendar days to accept/reject the home on a rent-to-own
219 basis.

220 (a) *Failure to Respond or Rejecting a Home.* If a home is rejected for any reason other

221 than that the applicant would like to wait for a different home to become available, or, if
222 the applicant fails to respond to the notice, Comprehensive Housing Division staff shall
223 remove the applicant from the wait list. For applicants that reject a home in order to wait
224 for a different home to become available on a rent-to-own basis, Comprehensive Housing
225 Division staff shall replace applicant on the waitlist in their same spot.

226 (b) *Accepting a Rental Premise.*

227 (1) *Timeframe for Completing the Rent-to-Own Agreement and Taking*
228 *Occupancy.* Applicants that have accepted a home from the rent-to-own program
229 have five (5) calendar days from the date the home is move-in ready to:

230 (A) Reconfirm that they remain eligible for the rent-to-own program;

231 (B) Pay the first month's payment; and

232 (C) Execute the rent-to-own agreement and all required supplemental
233 forms, provided that the agreement may not be executed until (A) and (B)
234 are complete.

235 (2) *Taking Occupancy.* The Comprehensive Housing Division shall provide the
236 tenant with keys to the home upon execution of the rent-to-own agreement. As
237 such time, the Comprehensive Housing Division staff shall provide the tenant
238 with a check-in sheet and notice the tenant that he/she has seven (7) calendar days
239 from the date the tenant takes occupancy to complete the check-in sheet and
240 submit it to the Comprehensive Housing Division.

241
242 **4.7. Rent-to-Own Loans**

243 4.7-1. *Rent-to-Own Loans.* The Comprehensive Housing Division shall require tenants in the
244 rent-to-own program to make monthly payments towards the principal of their loan as
245 documented in the rent-to-own agreement. A rent-to-own loan provides that title to the premise
246 remains in the Comprehensive Housing Division's name until the tenant has, in combination
247 with federal subsidies, paid the principal in full, at which time title to the premise is conveyed to
248 the tenant and the tenant thereby becomes a homeowner. At the time of conveyance to the
249 homeowner, the Comprehensive Housing Division shall refer to homeowner to the Division of
250 Land Management to secure a residential lease for the land upon which the home is located.

251 4.7-2. *Rent-to-Own Payments.* Rent-to-Own payments are allocated one hundred percent
252 (100%) towards the principal; there is no interest assessed on a rent-to-own loan. The
253 Comprehensive Housing Division staff shall set the household's required monthly principle
254 payment based on the household's income in accordance with the following:

255 (a) *Payment Amount.* The household's principal payment responsibility must be between
256 fifteen percent (15%) and thirty percent (30%) of the household's adjusted gross income
257 based on the income calculation requirements provided in section 4.4-3. Principal
258 payments may not exceed the fair market rents of the subject premise as determined by
259 the data for Outagamie County. The tenant shall select a payment plan based on fifteen
260 percent (15%), twenty (20%), twenty-five percent (25%) or thirty percent (30%) of the
261 household's adjusted gross income. Once selected, a payment plan may not be modified,
262 provided that at any time the tenant may pay more towards the principal than what is
263 required by the payment plan. Adjusted gross income means the annual household
264 income remaining after the Comprehensive Housing Division staff applies the following
265 deductions:

266 (1) *Dependent Deduction.* A deduction of \$480.00 from annual income for each

- 267 household minor dependent or adult dependent where the adult dependent is
 268 either a full-time student or a person with disabilities.
- 269 (2) *Elder and/or Disabled Deduction.* A total deduction of \$400.00 from annual
 270 income for a household in which:
- 271 (A) A household member is sixty-two (62) years of age or older; and/or
 272 (B) A household member is a person with a disability.
- 273 (3) *Medical and Attendant Expenses.* For a household qualifying under 2.7-
 274 2(a)(2), a deduction for medical expenses⁵ that are in excess of three percent (3%)
 275 of annual income and all expenses for live-in periodic attendant care assistance or
 276 apparatus to the extent necessary to enable a member of the family to be
 277 employed.
- 278 (4) *Child Care Expenses.* A deduction for reasonable child care expenses from
 279 annual income if the child care:
- 280 (A) Enables an adult household member to seek employment activity, be
 281 gainfully employed or further his/her education; and
 282 (B) Expenses are not reimbursed.
- 283 (5) *Child Support for a Household Minor.* A deduction for the full amount of
 284 child support paid by a household member for a household minor (i.e. when the
 285 parent paying child support lives in the same household as the child for which the
 286 parent is paying child support).
- 287 (6) *Earned Income of Minors.* A deduction in the amount of any earned income
 288 of any minor household member.
- 289 (7) *Travel Expenses for Employment or Education-Related Travel.* A maximum
 290 deduction of \$75.00 per week for travel expenses for employment or education
 291 related travel.
- 292 (b) *Administrative Fee.* The Comprehensive Housing Division shall assess a monthly
 293 administrative fee of one hundred dollars (\$100.00) per month in addition to any required
 294 principal payment.
- 295 (d) *Federal Subsidy.* The Comprehensive Housing Division staff shall subsidize the
 296 tenant's monthly payment responsibilities based on thirty percent (30%) of the assessed
 297 value of the home.
- 298 (e) *Loan Duration.* Based on the payment plan selected by the tenant, the
 299 Comprehensive Housing Division shall calculate the loan duration based on the number
 300 of months required to satisfy the principal in full, less the amount of the federal subsidy.
- 301 4.7-3. *Financial Hardship Recovery Agreements.* Should an adjustment to the tenant's income
 302 result in the required monthly principal payment exceeding thirty percent (30%) of the
 303 household's monthly gross income, the household becomes eligible for a financial hardship
 304 recovery agreement. Such agreements will adjust the required monthly principal payment to a
 305 manageable amount and may also adjust home improvement loan required payments, provided
 306 that the administrative fee may not be waived in any circumstance. Upon entering a financial
 307 hardship recovery agreement, the rent-to-own agreement and, if applicable, the home
 308 improvement loan, shall be amended to extend the loan duration based on the timeframe required
 309 to repay the total amount of the difference between the agreement payment required by the
 310 tenant selected payment plan and the adjusted payments.
- 311 (a) *Financial Hardship Recovery Agreement Duration.* Financial Hardship Recovery

⁵ Medical expenses are those identified in Title VII, Section IV of NAHASDA.

312 agreements shall be between a minimum of six (6) months and a maximum of twelve
313 (12) months in duration. Any financial hardship recovery agreement entered for less than
314 the maximum of a twelve (12) month period may be extended, provided that such
315 extension may not cause the total agreement duration to exceed twelve (12) months. The
316 rent-to-own loan duration shall be extended based on the timeframe required to repay the
317 total amount of the difference between the rent-to-own agreement payment required by
318 the tenant selected payment plan and the adjusted payments.

319 (b) *Maximum Hardship Recovery Agreements.* Throughout the life of the loan, a tenant
320 is eligible for a maximum of three (3) financial hardship recovery agreements, provided
321 that tenants are not eligible for a new financial hardship recovery agreement until one (1)
322 year has lapsed since the prior financial hardship recovery agreement expired, including
323 any amendments thereto.

324 (c) *Inability to Pay following a Financial Hardship Recovery Agreement.* In the event a
325 household is not able to recover within the agreement period and is not able to begin
326 making full payments based on the tenant selected payment plan in the rent-to-own
327 agreement, the Comprehensive Housing Division shall initiate eviction and termination
328 proceedings. In the event of eviction and termination, the amounts paid by tenant into the
329 loan are forfeited to the Comprehensive Housing Division as rent compensation for the
330 tenancy. Any damages to the home may be assessed against the tenant as part of the
331 eviction and termination proceeding.

332 4.7-4. *Home Improvement Loan.* Tenants are encouraged to maintain savings to cover any
333 unanticipated housing related repairs that may arise. In order to assist tenants in the case of
334 emergency and to make home improvements, tenants may borrow against their principal
335 payment account with a home improvement loan. Tenants are responsible for paying the full
336 home improvement loan in addition to the original principal amount; a home improvement loan
337 reduces the principal payment account balance by the full value of the home improvement loan.
338 The tenant shall select a payment plan where the maximum duration for the home improvement
339 loan shall be one (1) year for each one thousand dollars (\$1,000) borrowed with a maximum of
340 twenty-five thousand dollars (\$25,000) available under a home improvement loan.

341 (a) Home improvement loans are available for any home improvement fixed to the
342 structure as well as unattached garage. Available improvements include, but are not
343 limited to repair/replacement/purchase of the following:

- 344 (1) Furnace or other primary heating source;
- 345 (2) Windows;
- 346 (3) Doors;
- 347 (4) Roofing;
- 348 (5) Siding;
- 349 (6) Insulation;
- 350 (7) Central air system;
- 351 (8) Hot water heater;
- 352 (9) Foundation;
- 353 (10) Garage (attached or unattached);
- 354 (11) Deck;
- 355 (12) Porch;
- 356 (13) Plumbing;
- 357 (14) Entry/room addition; and/or

- 358 (15) Electrical.
- 359 (b) Tenants borrowing under the home improvement loan are required to submit a
- 360 minimum of three (3) bids to the Comprehensive Housing Division for the work sought
- 361 to be completed with loan funds. All payments issued pursuant to a home improvement
- 362 loan shall be paid directly to the vendor by the Comprehensive Housing Division and
- 363 shall require a twenty-five percent (25%) retainage to be paid upon completion via check
- 364 issued in the name of both the tenant and the vendor.
- 365 (c) In order to be eligible for a home improvement loan, the tenant must:
- 366 (1) Have been in the home for a minimum of five (5) years;
- 367 (2) Not have had their home conveyed;
- 368 (3) Be current with their rent-to-own agreements principal payments; and
- 369 (4) Not have any an existing balance for any prior home improvement loan.
- 370 (d) A home improvement loan is an extension of the rent-to-own agreement; as such, the
- 371 Comprehensive Housing Division may institute an eviction and termination of the home
- 372 for a default of the home improvement loan.
- 373 (e) Upon approving a home improvement loan, the Comprehensive Housing Division
- 374 staff shall work with tenants to teach home ownership skills by meeting with the tenant
- 375 to.
- 376 (1) Discuss what to look for when soliciting bids;
- 377 (2) Review bids obtained with the tenant and discuss the merits of each bid and what
- 378 the Comprehensive Housing Division considers when selecting vendors for similar
- 379 services; and
- 380 (3) Reviewing the work upon completion and discussing the things the
- 381 Comprehensive Housing Divisions considers prior to issuing final payment to a
- 382 vendor for similar services.

384 4.8. Annual Inspection and Update

- 385 4.8-1. *Annual Inspections.* Comprehensive Housing Division staff shall schedule annual
- 386 inspections for each rent-to-own property.
- 387 4.8-2. *Inspection Checklist.* Comprehensive Housing Division staff completing the annual
- 388 inspection shall use the checklist that is approved by the Comprehensive Housing Division
- 389 director. Upon completion of the inspection, Comprehensive Housing Division staff shall
- 390 request that the tenant(s) sign the completed checklist.
- 391 4.8-3. *Damages.* Tenants are required to repair any damages to the rental premises discovered
- 392 during the annual inspection that do not amount to normal wear and tear and are required to
- 393 make any improvements necessary to maintain the integrity of the property and the health and
- 394 safety of the occupants of the premises. In the event such repairs and/or improvements are not
- 395 completed within the timeframe provided by the Comprehensive Housing Division, the
- 396 Comprehensive Housing Division may complete the repairs and/or improvements and assess the
- 397 costs to the tenant and a penalty fee of ten percent (10%) of the actual costs. The
- 398 Comprehensive Housing Division may offer the tenant a payment agreement to cover such costs.
- 399 4.8-4. *Immediate Notice of Change in Household Composition and/or Income.* Tenants shall
- 400 immediately notify the Comprehensive Housing Division of any change in the tenant's
- 401 household composition and/or income, regardless of the date scheduled for the annual update. A
- 402 change in household income may cause a change in the amount of monthly principal payment
- 403 required.

404 4.8-5. *Annual Update.* On an annual basis the tenant shall provide an update to the
405 Comprehensive Housing Division which demonstrates that the tenant continues to meet the
406 requirements of section 4.4-1 and 4.4-7. If the tenant fails to continue meeting these
407 requirements, the Comprehensive Housing Division may begin eviction and termination
408 proceedings.

409 4.8-6. *Ineligibility Due to Annual Update.* Comprehensive Housing Division staff shall provide
410 tenants that become ineligible to participate in the income-based rent to own program based on a
411 renewal or update of household information with notice specifying the cause of the ineligibility.

412 (a) *Ineligibility Due to Renewal.* In circumstances where the tenant learns of ineligibility
413 as part of the annual renewal, Comprehensive Housing Division staff shall include in the
414 notice of ineligibility that renewal of the rent to own agreement is not available at such
415 time and that the tenant is entitled to a minimum of a thirty (30) day notice to cure, by
416 reinstating eligibility, or vacate.

417 (b) *Ineligibility Due to an Update of Household Information.* In circumstances where the
418 tenant learns of ineligibility as part of an update of household information,
419 Comprehensive Housing Division staff shall include in the notice of ineligibility the
420 warning of potential termination in accordance with the rent to own agreement. In the
421 event the tenant is unable to or fails reinstate their eligibility in accordance with the
422 timeline provided in the notice, the Comprehensive Housing Division shall permit the
423 tenant to remain in the unit for the longer of (1) the duration of the rental agreement or
424 (2) ninety (90) calendar days from the date of the notice of ineligibility.

425 (1) If the tenant's circumstances result in the tenant completing the term of the
426 rental agreement, eligibility shall be reconsidered at the time of the annual
427 renewal. If the tenant remains ineligible at the time of renewal, article 2.8-6(a)
428 applies, excluding 2.8-6(a)(1).

429 (2) If the tenant's circumstances result in the tenant receiving a thirty (30)
430 calendar day notice to cure or ninety (90) calendar day notice to vacate, the tenant
431 shall enter a limited term rental agreement to cover any time which exceeds the
432 current rental agreement.

433 (c) *Limited Term Rental Agreement.* Limited term rental agreements are available in
434 accordance with article 2.8-6(a)(1) and 2.8-6(a)(2) of these rules and section 710.9-4 of
435 the Landlord-Tenant law. At a minimum, limited term rental agreement shall include:

- 436 (1) The date of the original notice of ineligibility;
437 (2) An explanation that the tenant has thirty (30) calendar days to reinstate
438 eligibility;
439 (3) As applicable, an explanation that if eligibility is not timely reinstated, that the
440 limited term rental agreement takes the place of the thirty (30) calendar day notice
441 to cure or vacate required by the Eviction and Termination law; and
442 (4) An explanation that if eligibility is not timely reinstated, the rental unit will
443 be reclaimed with locks being changed on the ninety-first (91st) day from the date
444 of the original notice of ineligibility.
445

446 **4.9. Rent to Own Agreement Cancellation**

447 4.9-1. *Two Week Notice Required.* Tenants wishing to cancel a rent to own agreement are
448 requested to provide the Comprehensive Housing Division with a minimum of two (2) weeks of
449 notice.

450 4.9-2. *Prorated Rent.* In the event of cancellation of a rent to own agreement or abandonment
451 of the rental premises, the Comprehensive Housing Division staff shall prorate the required last
452 month’s rent payment based upon the greater of the following:

- 453 (a) The number of calendar days the unit was occupied in the last month; or
- 454 (b) Two (2) weeks from the date of cancellation or the date the Comprehensive Housing
455 Division learns of abandonment.

456
457 *End.*

458
459 _____
460 Original effective date:

CANCELLED

Summary Report for: Income Based Rent to Own Program Eligibility, Selection, and Other Requirements

Original effective date: N/A

Amendment effective date: N/A

Name of Rule: Income Based Rent to Own Program Eligibility, Selection, and Other Requirements**Name of law being interpreted:** Landlord-Tenant Law**Rule Number:** 4**Other Laws or Rules that may be affected:** Eviction and Termination**Brief Summary of the proposed rule:** This rule provides program requirements including the following:

- The program's eligibility requirements;
- Application process and wait list requirements;
- The process for tenant selection;
- Requirements for setting rents;
- The requirements related to rent to own loans including financial hardship recovery agreements and home improvement loans; and
- The requirements for annual inspection, updates and agreement cancellation.

Statement of Effect: See Attached.**Financial Analysis:** See Attached.

Note: In addition- the agency must send a written request to each entity which may be affected by the rule- asking that they provide information about how the rule would financially affect them.

The agency must include each entity's response in the financial analysis. If the agency does not receive a response within 10 business days after the request is made, the financial analysis can note which entities did not provide a response.

CANCELLED
MEETING



Oneida Nation
 Oneida Business Committee
 Legislative Operating Committee
 PO Box 365 • Oneida, WI 54155-0365
 Oneida-nsn.gov



Statement of Effect

Landlord-Tenant Rule No.4 – Income Based Rent to Own Program Eligibility, Selection and Other Requirements

Summary

This rule provides additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based homeownership program.

Submitted by: Clorissa M. Saraceno, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

The Landlord-Tenant law ("the Law") confers administrative rulemaking authority to the Comprehensive Housing Division and the Oneida Land Commission as authorized by the Administrative Rulemaking law. [see Landlord-Tenant law section 611.4]. The Law states that the Comprehensive Housing Division shall provide residential rental programs to low-income members of the Nation and their families. [see Landlord-Tenant law section 611.4-1]. The Oneida Land Commission and the Comprehensive Housing Division are required to jointly establish rules naming such programs and providing the specific requirements and regulations that apply to each program. [see Landlord-Tenant law section 611.4-1]. Additionally, the Land Commission and the Comprehensive Housing Division are required to jointly develop rules governing the selection of applicants for the issuance of rental agreements. [see Landlord-Tenant law section 611.4-3]. Oneida Business Committee Resolution BC-12-12-16-D provides that for purposes of this law, the Comprehensive Housing Division means the Oneida Housing Authority for income-based rental agreements. The Law also provides where such rental requirements relate solely to premises administered pursuant to federal funding, the Comprehensive Housing Division has sole authority. Accordingly, the Comprehensive Housing Division has sole rulemaking authority for these rules.

Landlord-Tenant Rule No. 4 - Income Based Rent to Own Program Eligibility, Selection and Other Requirements ("the Rule") provides additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based homeownership program. The mission of the income-based homeownership program is to offer members of the Nation homeownership opportunities without requiring credit checks or down payments which offers payment plans that may include federal subsidy, is free of interest, and with payment amounts based on household income.

The Rule conflicts with Oneida Business Committee Resolution BC-12-23-09-A, the Oneida Housing Authority Admissions and Occupancy Policy (the "Policy"). [see Landlord-Tenant Rule No. 4 section 4.4-5 and 4.4-6]. This resolution contains social eligibility criteria for Oneida Housing Authority housing programs.

One criteria used in the Policy is that debt owed to entities outside of the Oneida Housing Authority is not considered when determining eligibility for Oneida Housing Authority housing programs. The Rule conflicts with the Policy because the Rule does not allow an applicant for a rental agreement to have a balance greater than two hundred dollars (\$200) owed to any utility provider and may not have any prior debt owed to the Comprehensive Housing Division, which includes Elder Services and the Division of Land Management in addition to the Oneida Housing Authority. [see *Landlord-Tenant Rule No. 4 section 4.4-5*].

Another criteria used in the Policy is debt related evictions from a non-Oneida Housing Authority entity are not allowed to be used to disqualify an applicant from participating in an Oneida Housing Authority housing program. The Rule conflicts with the Policy because the Rule states that an applicant that has had a rental agreement with the Comprehensive Housing Division subject to an eviction and termination within two (2) years from the date of the application is not eligible to participate in the income-based rent-to-own program. [see *Landlord-Tenant Rule No. 4 section 4.4-6*]. The Rule looks at rental agreements subject to evictions with the Division of Land Management and Elder Services in addition to just the Oneida Housing Authority.

Conclusion

A conflict exists between this Rule and the Oneida Business Committee Resolution BC-12-23-09-A, Oneida Housing Authority Admissions and Occupancy Policy.

The language in Resolution BC-12-23-09-A would apply to income based rent-to-own programs in addition to other Oneida Housing Authority rental programs. It is recommended that either the rule is amended or the resolution is amended or repealed to eliminate this conflict.

Financial Analysis for: Income Based Rent to Own Program Eligibility, Selection, and Other Requirements

Type of Cost	Description/Comment	Dollar Amount
Start Up Costs	N/A – Home Ownership programs already exists. Rule No. 4 modifies program administration	\$0.00
Personnel	N/A – staff dedicated to home ownership program is already in place	\$0.00
Office	N/A – Current office configuration already accommodates home ownership program	\$0.00
Documentation Costs	N/A – No additional costs projected to be different that existing program	\$0.00
Estimate of time necessary for an individual or agency to comply with the rule after implementation		N/A
Other, please explain	<p>Rule No. 4, Section 4.7-1(a) Payment Amount – Line 256.</p> <p>Monthly plans will now offer a 15%, 20%, 25%, or 30% of adjusted gross income payments, in addition to an administrative fee.</p> <p>Current plans offer a 15% of adjusted gross income payments, including the administrative fee.</p> <p>Changes to monthly payments plans will increase program revenue. The amount is unknown due to launching of a new program, and no immediate plans to construct homes specifically for the Rent to Own Program.</p> <p>Rule No. 4, Section 4.7-2(d) Federal Subsidy – Line 296.</p> <p>The amount of federal subsidy is being standardized to 30% of the homes construction cost.</p> <p>Standardizing the subsidy will increase program revenue, generating program income that will be used toward future construction for the program.</p> <p>The amount of increased program revenue is unknown due to launching of a new program and no immediate plans to construct homes specifically for the Rent to Own Program.</p>	Unknown

	<p>Financial Comparison Model</p> <p><u>Scenario – Current Model</u></p> <ul style="list-style-type: none"> • New House Value = \$280,000 • Ghost Payment (Value/180 months) = \$1,555 • Min. Household Income \$2,500 monthly • Payment = \$375 (\$275 principal & \$100 admin. Fee) - 15% of adjusted monthly income. • 15 year agreement satisfaction • Principal paid - \$49,500 • Federal Subsidy = \$230,500 <p><u>Scenario – New Program Model</u></p> <ul style="list-style-type: none"> • New House Value = \$280,000 • Federal Subsidy = \$84,000 (30% of cost) • Loan Amount – \$196,000 • Min. Household Income \$2,500 monthly • Payment = \$500 (20%) principal + \$100 admin fee • Principal paid = \$196,000 • Agreement satisfaction = 32.6 years <p><u>Program Benefits</u></p> <ul style="list-style-type: none"> • No credit check • No interest • Federal Subsidy • Payments based on household income • Significant home owner total costs savings over conventional mortgage 	
<p>Total</p>	<p>Annual Net Revenue</p>	

CANCELLED



Memorandum

To: Legislative Operating Committee
From: Dale Wheelock, Executive Director Housing
Date: June 7, 2017
Subject: Approval of Landlord-Tenant Rule No.4

I am approving the proposed rule #4 – Income Based Rent to Own Program Eligibility, Selection and Other Requirements. This approval is in context as it relates to Title 6. Property and Land – Chapter 611 Landlord-Tenant Law and the delegation of Administrative Rulemaking Authority provided in section 611.4.1

Signature Approval

Dale P. Wheelock Date 06/07/17
Dale Wheelock
Executive Director Oneida Housing Authority

COMPLETED

NOTICE OF
PUBLIC MEETING

TO BE HELD

May 18, 2017 at 3:00 P.M.

IN THE

OBC Conference Room

2nd Floor, Norbert Hill Center

N7210 Seminary Road, Oneida, WI 54155

In accordance with the Administrative Rulemaking Law, the Oneida Housing Authority (OHA) is hosting this Public Meeting to gather feedback from the community regarding the following rule(s).

**TOPIC: Landlord-Tenant Law Rule #4 —
Income Based Rent to Own Program
Eligibility, Selection & Other Requirements**

This is a proposal to adopt a rule which would govern the rent to own program by providing:

- ◆ The program's eligibility requirements;
- ◆ Application process and wait list requirements;
- ◆ The process for tenant selection ;
- ◆ Requirements for setting rents;
- ◆ The requirements related to rent to own loans, including financial hardship recovery agreements and home improvement loans; and
- ◆ The requirements for annual inspections, updates and agreement cancellation.

To obtain copies of the Public Meeting documents for this proposal, please visit www.oneida-nsn.gov/RegisterPublicMeetings.

**PUBLIC COMMENT PERIOD
OPEN UNTIL May 25, 2017**

During the Public Comment Period, all interested persons may submit written comments and/or a transcript of any testimony/spoken comments made during the Public Meeting. These may be submitted to [Enter Authorized Agency Name Here] by U.S. mail, interoffice mail, e-mail or fax.

Oneida Housing Authority
2913 Commissioner Street, Oneida, WI 54155
jhill7@oneidation.org
Phone: 920-869-2227
FAX: 920-869-2836



Title 6. Property and Land – Chapter 611

LANDLORD-TENANT

Rule # 4 – Income Based Rent to Own Program Eligibility, Selection and Other Requirements

- 4.1. Purpose and Effective Date
- 4.2. Adoption and Authority
- 4.3. Definitions
- 4.4. Eligibility Requirements
- 4.5. Application Process and Wait List
- 4.6. Tenant Selection
- 4.7. Setting Rents
- 4.8. Annual Inspection and Background Check
- 4.9. Rent to Own Agreement Cancellation

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4.1. Purpose and Delegation

4.1-1. *Purpose.* The purpose of this rule is to provide additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based homeownership program. The mission of the income-based homeownership program is to offer Tribal members homeownership opportunities without requiring credit checks or down payments which offers payment plans that may include federal subsidy is free of interest, and with payment amounts based on household income. It is always the Comprehensive Housing Division's policy to develop, maintain, and operate affordable housing in safe, sanitary and healthy environments within the reservation.

4.1-2. *Delegation.* The Landlord-Tenant law delegated the Comprehensive Housing Division and Land Commission joint rulemaking authority pursuant to the Administrative Rulemaking law. However that delegation excluded the Land Commission from having joint authority where the rules relate solely to programs administered pursuant to federal funding. Accordingly, the Comprehensive Housing Division has sole rulemaking authority for these rules.

4.2. Adoption and Authority

4.2-1. This rule was adopted by the Comprehensive Housing Division in accordance with the procedures of the Administrative Rulemaking law.

4.2-2. This rule may be amended or repealed by the approval of the Comprehensive Housing Division pursuant to the procedures set out in the Administrative Rulemaking law.

4.2-3. 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.

4.2-4. 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.

4.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Landlord-Tenant law, provided that tenants are currently subject to the Mutual Help Agreement shall remain subject to the Mutual Help Agreement with this rule applying to all future rent-to-own agreements entered into by the Comprehensive Housing Division.

4.3. Definitions

4.3-1. 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.

- 47 (a) “Comprehensive Housing Division” means the entity responsible for housing matters
 48 specifically related to rent-to-own agreements as defined by Oneida Business Committee
 49 Resolution.¹
 50 (b) “Household” means all persons residing at the premises.
 51 (c) “HUD” means the United States Department of Housing and Urban Development.
 52 (b) “Landlord” means the Nation in its capacity to rent real property subject to a rental
 53 agreement.
 54 (c) “Nation” means the Oneida Nation.
 55 (d) “Premises” means the property covered by a rent-to-own agreement, including not
 56 only the real property and fixtures, but also any personal property furnished by the
 57 landlord pursuant to a rental agreement.
 58 (e) “Rent-to-Own Agreement” means a written contract between a landlord and a tenant,
 59 whereby the tenant is granted the right to use or occupy the premises for a residential
 60 purpose.
 61 (f) “Tenant” means the person granted the right to use or occupy a premise pursuant to a
 62 rental agreement.
 63 (g) “Tribal member” means an enrolled member of the Nation.
 64

65 4.4. Eligibility Requirements

- 66 4.4-1. *Tribal Member Status.* At least one (1) of the heads of household required to sign the
 67 rent-to-own agreement is required to be a Tribal member. Comprehensive Housing Division
 68 staff shall verify enrollment status by either requiring a copy of the Tribal Identification Card or
 69 requesting verification from the Trust Enrollment Department.
 70 4.4-2. *Dependent Minor.* In order to be eligible there must be a minimum of one (1) minor in
 71 the household composition that is a full-time dependent of a head of household at the time of
 72 application.
 73 4.4-3. *Maximum Income.* Pursuant to NY HASDA, in order to be eligible for an income-based
 74 rent-to-own agreement, the household must qualify as low-income at the time of initial
 75 occupancy. In order to qualify as low-income, applicants’ household income may not exceed
 76 eighty percent (80%) of the regional gross annual income based on the data from Outagamie
 77 County.² For the purposes of this section, gross annual income is all income from any and all
 78 sources of income from all adult members of the household anticipated to be received in an
 79 upcoming twelve (12) month period unless specifically excluded from income in this section.
 80 Applicants shall provide Comprehensive Housing Division staff written verification of income.
 81 (a) For purposes of calculating income to determine eligibility, the Comprehensive
 82 Housing Division staff shall include per capita payments to the extent that receipt of per
 83 capita payment may be verified for the prior year based on the tax return.
 84 (b) For the purpose of calculating income to determine eligibility, the Comprehensive
 85 Housing Division staff shall include in annual income gross income from household

¹ See BC Resolution 10-12-16-D providing that for purposes of the Landlord-Tenant law, the Comprehensive Housing Division means the Division of Land Management for general rental agreements, the Oneida Housing Authority for income-based rental agreements and Elder Services for rental agreements through the Elder Services program.

² Pursuant to resolution BC-01-25-12-A, Outagamie County is designated as the data source for collecting regional gross income for determining low-income housing eligibility because the income in that area is generally higher than Brown County’s and results in more persons being eligible based on the income requirements.

86 assets where net household assets are defined in accordance with 24 CFR 5.603.³

87 (b) For purposes of calculating income to determine eligibility, the Comprehensive
88 Housing Division staff may not include the following:

89 (1) Income from employment of any household minors;

90 (2) Payments received for the care of foster children and/or handicapped/mentally
91 incompetent adults;

92 (3) Lump-sum additions to household assets including, but not limited to,
93 inheritances, insurance payments, capital gains, and settlements for personal
94 and/or property losses, excluding payments in lieu of earnings, such as
95 unemployment, disability compensation, worker's compensation, and severance
96 pay, which are included in income;

97 (4) Amounts received by the household that is specifically for, or in
98 reimbursement of, the cost of medical expenses for any member of the household;

99 (5) Income of in-home medical aide;

100 (6) Any amounts received as student financial assistance;

101 (7) Income of any adult household members that are students, other than the head
102 of household, in excess of \$480 annually; the first \$480 of annual income
103 received by an adult student household member shall be included as income;

104 (8) Payments made to any member of the household serving in the armed forces
105 for exposure to hostile fire;

106 (9) Amounts received under training programs funded by HUD;

107 (10) Amounts received by persons with disabilities, which amounts are
108 disregarded or exempted time for purposes of Supplemental Security Income
109 eligibility and benefits because such amounts are set aside for use under a Plan for
110 Achieving Self-Support;

111 (11) Temporary, non-recurring and/or sporadic income (including gifts);

112 (12) Adoption assistance payments that exceed \$480 annually; the first \$480 of
113 annual adoption assistance payments shall be included as income;

114 (13) Deferred periodic amounts from supplemental security income and social
115 security benefits that are received in a lump sum amount or in prospective
116 monthly amounts;

117 (14) Amounts paid by a state agency to a member of the household with a
118 developmental disability to offset the cost of services and/or equipment needed to
119 keep the developmentally disabled member living in the household; and

120 (15) Amounts specifically excluded from income by any applicable federal statute
121 and/or regulation, specifically those identified in the Federal Register.⁴

122 4.4-4. *Minimum Income.* Applicants shall have a minimum income of \$10,000 at the time of
123 application.

124 4.4-5. *Outstanding Debts.* Applicants for a rental agreement may not have a balance greater
125 than two hundred dollars (\$200) owed to any utility provider and may not have any prior debt
126 owed to the Comprehensive Housing Division.

127 4.4-6. *Prior Comprehensive Housing Division Eviction.* Applicants that have had a rental
128 agreement with the Comprehensive Housing Division subject to an eviction and termination

³ See HUD Occupancy Handbook, Exhibit 5-2: Assets.

⁴ The most recent notice of federally required exclusions was published on December 14, 2012 and can be found in the Federal Register at 77 FR 74495.

129 within two (2) years from the date of the application are not eligible to participate in the income-
130 based rent-to-own program.

131 4.4-7. *Criminal Convictions.* Applicants with any of the following types of convictions are not
132 eligible for participation in the rent-to-own program, provided that the Pardon and Forgiveness
133 law may provide an exception to the conditions contained in this section:

- 134 (a) A drug conviction within three (3) years from the date of application;
- 135 (b) A felony conviction within five (5) years from the date of application; and/or
- 136 (c) A criminal conviction based upon an act of violence within two (2) years from the
137 date of the application.

138 4.4-8. *Homeowner Status.* Applicants that are current homeowners are not eligible for
139 participation in the income-based rent-to-own program.

140 4.4-9. *Current Comprehensive Housing Division Tenants.* Applicants that are current tenants of
141 the Comprehensive Housing Division are required to be in compliance with the rental program
142 agreement and any accompanying rules in order to be eligible for participation in the income-
143 based rent-to-own program.

144 **4.5. Application Process and Wait List**

146 4.5-1. *Applying.* Persons wishing to participate in the income-based rent-to-own program shall
147 complete the Comprehensive Housing Division rent-to-own agreement application and any other
148 accompanying forms required based on the income-based program eligibility requirements. The
149 Comprehensive Housing Division staff may not consider any applications for selection and/or
150 placement on the wait list until the application and all accompanying forms are complete. Upon
151 receipt of a completed application, including all supplementary forms, Comprehensive Housing
152 Division staff shall date and time stamp the application. In regardless of a complete application
153 submittal, additional information is required to determine eligibility, the Comprehensive Housing
154 Division staff shall request such information and maintain the application submittal date
155 provided that the applicant responds to the information request in a reasonably timely fashion.

156 (a) *Household Composition Form.* The Comprehensive Housing Division staff shall
157 require applicants to the income-based homeownership program to complete a Household
158 Composition Form which provides the full name, age and date of birth of each person
159 contemplated to reside in the home. In order to verify such information, the
160 Comprehensive Housing Division staff shall require that applicants submit the following
161 with the Household Composition Form:

- 162 (1) Copies of social security cards for each person contemplated to reside in the
163 home, provided that for newly born babies that have not yet been issued a social
164 security card a birth certificate is sufficient;
- 165 (2) A copy of a picture identification card for each adult contemplated to reside in
166 the home;
- 167 (3) If any adults in the home are enrolled in post-secondary education,
168 verification of enrollment in the form of a financial aid award letter or other
169 documentation directly from the school; and
- 170 (4) If an adult in the household is the custodial parent/guardian of a minor, a copy
171 of the court documents which awarded such placement.

172 (b) *Household Size/Needs.* At the time of application, the applicant shall indicate what
173 size home they require: two (2) bedrooms; three (3) bedrooms; four (4) bedrooms; five
174 (5) bedrooms and/or handicap accessibility.

175 (c) *Background Checks.* In order to ensure compliance with the eligibility requirements
176 of the Landlord-Tenant law and these rules, Comprehensive Housing Division staff shall
177 perform a background check on each adult in the household. Household adults are also
178 subject to annual background checks upon the annual update pursuant to 4.8-5 and as
179 may be determined to be necessary by the Comprehensive Housing Division staff to
180 maintain the safety of the community.

181 4.5-2. *Notification of Eligibility, Placement on the Wait List.* When Comprehensive Housing
182 Division staff completes its review of an application and determines the applicant(s) is eligible
183 for the rent-to-own program, the staff shall determine whether there is a wait list for the rent-to-
184 own program for the home size needed by the applicant.

185 (a) If there is a wait list established for the home size needed by the applicant,
186 Comprehensive Housing Division staff shall place the applicant on the wait list based on
187 the date and time stamp of the application. At such time, Comprehensive Housing
188 Division staff shall provide the applicant with notice of their placement on the wait list
189 and the requirement to update their application should anything change prior to a home
190 becoming available. An applicant may request to be removed from the wait list at any
191 time.

192 (b) If there is not a wait list established and there are homes available, move to the tenant
193 selection process provided in section 4.6.

194 4.5-3. *Notification of Ineligibility.* If review of a complete submitted application reveals that an
195 applicant is ineligible to participate in the rent-to-own program based on the Landlord-Tenant
196 law and/or rules, the Comprehensive Housing Division staff shall notify the applicant of the
197 cause of the ineligibility and advise the applicant may become eligible in the future. At such time,
198 Comprehensive Housing Division staff shall also inform the applicant of other housing
199 opportunities offered by the Nation for which the applicant may be eligible, if applicable.

200 4.5-4. *Required Application Updates.* Applicants on the wait list are required to update the
201 application, at a minimum, annually, but also whenever information submitted on the application
202 has changed. Applicants that fail to complete the application update within the allotted
203 timeframe will be removed from the wait list and required to re-apply for future consideration
204 absent proof of extenuating circumstances for which Comprehensive Housing Division staff
205 may provide a grace period of a maximum of ten (10) calendar days. Should an updated
206 application reveal that an applicant has become ineligible for the rent-to-own program,
207 Comprehensive Housing Division staff shall remove the applicant from the wait list and provide
208 the applicant notice of the cause for ineligibility.

209

210 **4.6. Tenant Selection**

211 4.6-1. *Available Rent-to-Own Homes.* When a rent-to-own home becomes available, the
212 Comprehensive Housing Division staff shall preliminarily select a tenant based on the first
213 applicant on the wait list for the available home size.

214 4.6-2. *Notice of Tenant Selection.* When an applicant is selected for a unit in accordance with
215 this section, the Comprehensive Housing Division staff shall provide the applicant with notice of
216 tenant selection. The notice, at a minimum, shall include the address of the home, the estimated
217 monthly payment required (based on the applicant's reported income), and a requirement that the
218 applicant respond within fifteen (15) calendar days to accept/reject the home on a rent-to-own
219 basis.

220 (a) *Failure to Respond or Rejecting a Home.* If a home is rejected for any reason other

221 than that the applicant would like to wait for a different home to become available, or, if
222 the applicant fails to respond to the notice, Comprehensive Housing Division staff shall
223 remove the applicant from the wait list. For applicants that reject a home in order to wait
224 for a different home to become available on a rent-to-own basis, Comprehensive Housing
225 Division staff shall replace applicant on the waitlist in their same spot.

226 (b) *Accepting a Rental Premise.*

227 (1) *Timeframe for Completing the Rent-to-Own Agreement and Taking*
228 *Occupancy.* Applicants that have accepted a home from the rent-to-own program
229 have five (5) calendar days from the date the home is move-in ready to:

230 (A) Reconfirm that they remain eligible for the rent-to-own program;

231 (B) Pay the first month's payment; and

232 (C) Execute the rent-to-own agreement and all required supplemental
233 forms, provided that the agreement may not be executed until (A) and (B)
234 are complete.

235 (2) *Taking Occupancy.* The Comprehensive Housing Division shall provide the
236 tenant with keys to the home upon execution of the rent-to-own agreement. As
237 such time, the Comprehensive Housing Division staff shall provide the tenant
238 with a check-in sheet and notice the tenant that he/she has seven (7) calendar days
239 from the date the tenant takes occupancy to complete the check-in sheet and
240 submit it to the Comprehensive Housing Division.

241
242 **4.7. Rent-to-Own Loans**

243 4.7-1. *Rent-to-Own Loans.* The Comprehensive Housing Division shall require tenants in the
244 rent-to-own program to make monthly payments towards the principal of their loan as
245 documented in the rent-to-own agreement. A rent-to-own loan provides that title to the premise
246 remains in the Comprehensive Housing Division's name until the tenant has, in combination
247 with federal subsidies, paid the principal in full, at which time title to the premise is conveyed to
248 the tenant and the tenant thereby becomes a homeowner. At the time of conveyance to the
249 homeowner, the Comprehensive Housing Division shall refer to homeowner to the Division of
250 Land Management to secure a residential lease for the land upon which the home is located.

251 4.7-2. *Rent-to-Own Payments.* Rent-to-Own payments are allocated one hundred percent
252 (100%) towards the principal; there is no interest assessed on a rent-to-own loan. The
253 Comprehensive Housing Division staff shall set the household's required monthly principle
254 payment based on the household's income in accordance with the following:

255 (a) *Payment Amount.* The household's principal payment responsibility must be between
256 fifteen percent (15%) and thirty percent (30%) of the household's adjusted gross income
257 based on the income calculation requirements provided in section 4.4-3. Principal
258 payments may not exceed the fair market rents of the subject premise as determined by
259 the data for Outagamie County. The tenant shall select a payment plan based on fifteen
260 percent (15%), twenty (20%), twenty-five percent (25%) or thirty percent (30%) of the
261 household's adjusted gross income. Once selected, a payment plan may not be modified,
262 provided that at any time the tenant may pay more towards the principal than what is
263 required by the payment plan. Adjusted gross income means the annual household
264 income remaining after the Comprehensive Housing Division staff applies the following
265 deductions:

266 (1) *Dependent Deduction.* A deduction of \$480.00 from annual income for each

267 household minor dependent or adult dependent where the adult dependent is
 268 either a full-time student or a person with disabilities.

269 (2) *Elder and/or Disabled Deduction.* A total deduction of \$400.00 from annual
 270 income for a household in which:

271 (A) A household member is sixty-two (62) years of age or older; and/or

272 (B) A household member is a person with a disability.

273 (3) *Medical and Attendant Expenses.* For a household qualifying under 2.7-
 274 2(a)(2), a deduction for medical expenses⁵ that are in excess of three percent (3%)
 275 of annual income and all expenses for live-in periodic attendant care assistance or
 276 apparatus to the extent necessary to enable a member of the family to be
 277 employed.

278 (4) *Child Care Expenses.* A deduction for reasonable child care expenses from
 279 annual income if the child care:

280 (A) Enables an adult household member to seek employment activity, be
 281 gainfully employed, or further his/her education; and

282 (B) Expenses are not reimbursed.

283 (5) *Child Support for a Household Minor.* A deduction for the full amount of
 284 child support paid by a household member for a household minor (i.e. when the
 285 parent paying child support lives in the same household as the child for which the
 286 parent is paying child support).

287 (6) *Earned Income of Minors.* A deduction in the amount of any earned income
 288 of any minor household member.

289 (7) *Travel Expenses for Employment or Education-Related Travel.* A maximum
 290 deduction of \$75.00 per week for travel expenses for employment or education
 291 related travel.

292 (b) *Administrative Fee.* The Comprehensive Housing Division shall assess a monthly
 293 administrative fee of one hundred dollars (\$100.00) per month in addition to any required
 294 principal payment.

295 (d) *Federal Subsidy.* The Comprehensive Housing Division staff shall subsidize the
 296 tenant's monthly payment responsibilities based on thirty percent (30%) of the assessed
 297 value of the home.

298 (e) *Loan Duration.* Based on the payment plan selected by the tenant, the
 299 Comprehensive Housing Division shall calculate the loan duration based on the number
 300 of months required to satisfy the principal in full, less the amount of the federal subsidy.

301 4.7-3. *Financial Hardship Recovery Agreements.* Should an adjustment to the tenant's income
 302 result in the required monthly principal payment exceeding thirty percent (30%) of the
 303 household's monthly gross income, the household becomes eligible for a financial hardship
 304 recovery agreement. Such agreements will adjust the required monthly principal payment to a
 305 manageable amount and may also adjust home improvement loan required payments, provided
 306 that the administrative fee may not be waived in any circumstance. Upon entering a financial
 307 hardship recovery agreement, the rent-to-own agreement and, if applicable, the home
 308 improvement loan, shall be amended to extend the loan duration based on the timeframe required
 309 to repay the total amount of the difference between the agreement payment required by the
 310 tenant selected payment plan and the adjusted payments.

311 (a) *Financial Hardship Recovery Agreement Duration.* Financial Hardship Recovery

⁵ Medical expenses are those identified in Title VII, Section IV of NAHASDA.

312 agreements shall be between a minimum of six (6) months and a maximum of twelve
313 (12) months in duration. Any financial hardship recovery agreement entered for less than
314 the maximum of a twelve (12) month period may be extended, provided that such
315 extension may not cause the total agreement duration to exceed twelve (12) months. The
316 rent-to-own loan duration shall be extended based on the timeframe required to repay the
317 total amount of the difference between the rent-to-own agreement payment required by
318 the tenant selected payment plan and the adjusted payments.

319 (b) *Maximum Hardship Recovery Agreements.* Throughout the life of the loan, a tenant
320 is eligible for a maximum of three (3) financial hardship recovery agreements, provided
321 that tenants are not eligible for a new financial hardship recovery agreement until one (1)
322 year has lapsed since the prior financial hardship recovery agreement expired, including
323 any amendments thereto.

324 (c) *Inability to Pay following a Financial Hardship Recovery Agreement.* In the event a
325 household is not able to recover within the agreement period and is not able to begin
326 making full payments based on the tenant selected payment plan in the rent-to-own
327 agreement, the Comprehensive Housing Division shall initiate eviction and termination
328 proceedings. In the event of eviction and termination, the amounts paid by tenant into the
329 loan are forfeited to the Comprehensive Housing Division as rent compensation for the
330 tenancy. Any damages to the home may be assessed against the tenant as part of the
331 eviction and termination proceeding.

332 4.7-4. *Home Improvement Loan.* Tenants are encouraged to maintain savings to cover any
333 unanticipated housing related repairs that may arise. In order to assist tenants in the case of
334 emergency and to make home improvements, tenants may borrow against their principal
335 payment account with a home improvement loan. Tenants are responsible for paying the full
336 home improvement loan in addition to the original principal amount; a home improvement loan
337 reduces the principal payment account balance by the full value of the home improvement loan.
338 The tenant shall select a payment plan where the maximum duration for the home improvement
339 loan shall be one (1) year for each one thousand dollars (\$1,000) borrowed with a maximum of
340 twenty-five thousand dollars (\$25,000) available under a home improvement loan.

341 (a) Home improvement loans are available for any home improvement fixed to the
342 structure as well as unattached garage. Available improvements include, but are not
343 limited to repair/replacement/purchase of the following:

- 344 (1) Furnace or other primary heating source;
- 345 (2) Windows;
- 346 (3) Doors;
- 347 (4) Roofing;
- 348 (5) Siding;
- 349 (6) Insulation;
- 350 (7) Central air system;
- 351 (8) Hot water heater;
- 352 (9) Foundation;
- 353 (10) Garage (attached or unattached);
- 354 (11) Deck;
- 355 (12) Porch;
- 356 (13) Plumbing;
- 357 (14) Entry/room addition; and/or

- 358 (15) Electrical.
- 359 (b) Tenants borrowing under the home improvement loan are required to submit a
- 360 minimum of three (3) bids to the Comprehensive Housing Division for the work sought
- 361 to be completed with loan funds. All payments issued pursuant to a home improvement
- 362 loan shall be paid directly to the vendor by the Comprehensive Housing Division and
- 363 shall require a twenty-five percent (25%) retainage to be paid upon completion via check
- 364 issued in the name of both the tenant and the vendor.
- 365 (c) In order to be eligible for a home improvement loan, the tenant must:
- 366 (1) Have been in the home for a minimum of five (5) years;
- 367 (2) Not have had their home conveyed;
- 368 (3) Be current with their rent-to-own agreements principal payments; and
- 369 (4) Not have any an existing balance for any prior home improvement loan.
- 370 (d) A home improvement loan is an extension of the rent-to-own agreement; as such, the
- 371 Comprehensive Housing Division may institute an eviction and termination of the home
- 372 for a default of the home improvement loan.
- 373 (e) Upon approving a home improvement loan, the Comprehensive Housing Division
- 374 staff shall work with tenants to teach home ownership skills by meeting with the tenant
- 375 to.
- 376 (1) Discuss what to look for when soliciting bids;
- 377 (2) Review bids obtained with the tenant and discuss the merits of each bid and what
- 378 the Comprehensive Housing Division considers when selecting vendors for similar
- 379 services; and
- 380 (3) Reviewing the work upon completion and discussing the things the
- 381 Comprehensive Housing Divisions considers prior to issuing final payment to a
- 382 vendor for similar services.

384 4.8. Annual Inspection and Update

385 4.8-1. *Annual Inspections.* Comprehensive Housing Division staff shall schedule annual

386 inspections for each rent-to-own property.

387 4.8-2. *Inspection Checklist.* Comprehensive Housing Division staff completing the annual

388 inspection shall use the checklist that is approved by the Comprehensive Housing Division

389 director. Upon completion of the inspection, Comprehensive Housing Division staff shall

390 request that the tenant(s) sign the completed checklist.

391 4.8-3. *Damages.* Tenants are required to repair any damages to the rental premises discovered

392 during the annual inspection that do not amount to normal wear and tear and are required to

393 make any improvements necessary to maintain the integrity of the property and the health and

394 safety of the occupants of the premises. In the event such repairs and/or improvements are not

395 completed within the timeframe provided by the Comprehensive Housing Division, the

396 Comprehensive Housing Division may complete the repairs and/or improvements and assess the

397 costs to the tenant and a penalty fee of ten percent (10%) of the actual costs. The

398 Comprehensive Housing Division may offer the tenant a payment agreement to cover such costs.

399 4.8-4. *Immediate Notice of Change in Household Composition and/or Income.* Tenants shall

400 immediately notify the Comprehensive Housing Division of any change in the tenant's

401 household composition and/or income, regardless of the date scheduled for the annual update. A

402 change in household income may cause a change in the amount of monthly principal payment

403 required.

404 4.8-5. *Annual Update.* On an annual basis the tenant shall provide an update to the
405 Comprehensive Housing Division which demonstrates that the tenant continues to meet the
406 requirements of section 4.4-1 and 4.4-7. If the tenant fails to continue meeting these
407 requirements, the Comprehensive Housing Division may begin eviction and termination
408 proceedings.

409 4.8-6. *Ineligibility Due to Annual Update.* Comprehensive Housing Division staff shall provide
410 tenants that become ineligible to participate in the income-based rent to own program based on a
411 renewal or update of household information with notice specifying the cause of the ineligibility.

412 (a) *Ineligibility Due to Renewal.* In circumstances where the tenant learns of ineligibility
413 as part of the annual renewal, Comprehensive Housing Division staff shall include in the
414 notice of ineligibility that renewal of the rent to own agreement is not available at such
415 time and that the tenant is entitled to a minimum of a thirty (30) day notice to cure, by
416 reinstating eligibility, or vacate.

417 (b) *Ineligibility Due to an Update of Household Information.* In circumstances where the
418 tenant learns of ineligibility as part of an update of household information,
419 Comprehensive Housing Division staff shall include in the notice of ineligibility the
420 warning of potential termination in accordance with the rent to own agreement. In the
421 event the tenant is unable to or fails reinstate their eligibility in accordance with the
422 timeline provided in the notice, the Comprehensive Housing Division shall permit the
423 tenant to remain in the unit for the longer of (1) the duration of the rental agreement or
424 (2) ninety (90) calendar days from the date of the notice of ineligibility.

425 (1) If the tenant's circumstances result in the tenant completing the term of the
426 rental agreement, eligibility shall be reconsidered at the time of the annual
427 renewal. If the tenant remains ineligible at the time of renewal, article 2.8-6(a)
428 applies, excluding 2.8-6(a)(1).

429 (2) If the tenant's circumstances result in the tenant receiving a thirty (30)
430 calendar day notice to cure or ninety (90) calendar day notice to vacate, the tenant
431 shall enter a limited term rental agreement to cover any time which exceeds the
432 current rental agreement.

433 (c) *Limited Term Rental Agreement.* Limited term rental agreements are available in
434 accordance with article 2.8-6(a)(1) and 2.8-6(a)(2) of these rules and section 710.9-4 of
435 the Landlord-Tenant law. At a minimum, limited term rental agreement shall include:

- 436 (1) The date of the original notice of ineligibility;
437 (2) An explanation that the tenant has thirty (30) calendar days to reinstate
438 eligibility;
439 (3) As applicable, an explanation that if eligibility is not timely reinstated, that the
440 limited term rental agreement takes the place of the thirty (30) calendar day notice
441 to cure or vacate required by the Eviction and Termination law; and
442 (4) An explanation that if eligibility is not timely reinstated, the rental unit will
443 be reclaimed with locks being changed on the ninety-first (91st) day from the date
444 of the original notice of ineligibility.
445

446 **4.9. Rent to Own Agreement Cancellation**

447 4.9-1. *Two Week Notice Required.* Tenants wishing to cancel a rent to own agreement are
448 requested to provide the Comprehensive Housing Division with a minimum of two (2) weeks of
449 notice.

450 4.9-2. *Prorated Rent.* In the event of cancellation of a rent to own agreement or abandonment
451 of the rental premises, the Comprehensive Housing Division staff shall prorate the required last
452 month's rent payment based upon the greater of the following:

- 453 (a) The number of calendar days the unit was occupied in the last month; or
- 454 (b) Two (2) weeks from the date of cancellation or the date the Comprehensive Housing
455 Division learns of abandonment.

456
457 *End.*

458
459 _____
460 Original effective date:

CANCELLED

Summary Report for: Income Based Rent to Own Program Eligibility, Selection, and Other Requirements

Original effective date: N/A

Amendment effective date: N/A

Name of Rule: Income Based Rent to Own Program Eligibility, Selection, and Other Requirements**Name of law being interpreted:** Landlord-Tenant Law**Rule Number:** 4**Other Laws or Rules that may be affected:** Eviction and Termination**Brief Summary of the proposed rule:** This rule provides program requirements including the following:

- The program's eligibility requirements;
- Application process and wait list requirements;
- The process for tenant selection;
- Requirements for setting rents;
- The requirements related to rent to own loans including financial hardship recovery agreements and home improvement loans; and
- The requirements for annual inspection, updates and agreement cancellation.

Statement of Effect: See Attached.**Financial Analysis:** See Attached.

Note: In addition- the agency must send a written request to each entity which may be affected by the rule- asking that they provide information about how the rule would financially affect them.

The agency must include each entity's response in the financial analysis. If the agency does not receive a response within 10 business days after the request is made, the financial analysis can note which entities did not provide a response.

CANCELLED
MEETING



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Statement of Effect

Landlord-Tenant Rule No.4 – Income Based Rent to Own Program Eligibility, Selection and Other Requirements

Summary

This rule provides additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based homeownership program.

Submitted by: Clorissa M. Santiago, Staff Attorney, Legislative Reference Office

Analysis by the Legislative Reference Office

The Landlord-Tenant law ("the Law") confers administrative rulemaking authority to the Comprehensive Housing Division and the Oneida Land Commission as authorized by the Administrative Rulemaking law. [see Landlord-Tenant law section 611.4]. The Law states that the Comprehensive Housing Division shall provide residential rental programs to low-income members of the Nation and their families. [see Landlord-Tenant law section 611.4-1]. The Oneida Land Commission and the Comprehensive Housing Division are required to jointly establish rules naming such programs and providing the specific requirements and regulations that apply to each program. [see Landlord-Tenant law section 611.4-1]. Additionally, the Land Commission and the Comprehensive Housing Division are required to jointly develop rules governing the selection of applicants for the issuance of rental agreements. [see Landlord-Tenant law section 611.4-3]. Oneida Business Committee Resolution BC-12-12-16-D provides that for purposes of this law, the Comprehensive Housing Division means the Oneida Housing Authority for income-based rental agreements. The Law also provides where such rental requirements relate solely to premises administered pursuant to federal funding, the Comprehensive Housing Division has sole authority. Accordingly, the Comprehensive Housing Division has sole rulemaking authority for these rules.

Landlord-Tenant Rule No. 4 - Income Based Rent to Own Program Eligibility, Selection and Other Requirements ("the Rule") provides additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based homeownership program. The mission of the income-based homeownership program is to offer members of the Nation homeownership opportunities without requiring credit checks or down payments which offers payment plans that may include federal subsidy, is free of interest, and with payment amounts based on household income.

The Rule conflicts with Oneida Business Committee Resolution BC-12-23-09-A, the Oneida Housing Authority Admissions and Occupancy Policy (the "Policy"). [see Landlord-Tenant Rule No. 4 section 4.4-5 and 4.4-6]. This resolution contains social eligibility criteria for Oneida Housing Authority housing programs.

One criteria used in the Policy is that debt owed to entities outside of the Oneida Housing Authority is not considered when determining eligibility for Oneida Housing Authority housing programs. The Rule conflicts with the Policy because the Rule does not allow an applicant for a rental agreement to have a balance greater than two hundred dollars (\$200) owed to any utility provider and may not have any prior debt owed to the Comprehensive Housing Division, which includes Elder Services and the Division of Land Management in addition to the Oneida Housing Authority. [see *Landlord-Tenant Rule No. 4 section 4.4-5*].

Another criteria used in the Policy is debt related evictions from a non-Oneida Housing Authority entity are not allowed to be used to disqualify an applicant from participating in an Oneida Housing Authority housing program. The Rule conflicts with the Policy because the Rule states that an applicant that has had a rental agreement with the Comprehensive Housing Division subject to an eviction and termination within two (2) years from the date of the application is not eligible to participate in the income-based rent-to-own program. [see *Landlord-Tenant Rule No. 4 section 4.4-6*]. The Rule looks at rental agreements subject to evictions with the Division of Land Management and Elder Services in addition to just the Oneida Housing Authority.

Conclusion

A conflict exists between this Rule and the Oneida Business Committee Resolution BC-12-23-09-A, Oneida Housing Authority Admissions and Occupancy Policy.

The language in Resolution BC-12-23-09-A would apply to income based rent-to-own programs in addition to other Oneida Housing Authority rental programs. It is recommended that either the rule is amended or the resolution is amended or repealed to eliminate this conflict.

Financial Analysis for: Income Based Rent to Own Program Eligibility, Selection, and Other Requirements

Type of Cost	Description/Comment	Dollar Amount
Start Up Costs	N/A – Home Ownership programs already exists. Rule No. 4 modifies program administration	\$0.00
Personnel	N/A – staff dedicated to home ownership program is already in place	\$0.00
Office	N/A – Current office configuration already accommodates home ownership program	\$0.00
Documentation Costs	N/A – No additional costs projected to be different that existing program	\$0.00
Estimate of time necessary for an individual or agency to comply with the rule after implementation		N/A
Other, please explain	<p>Rule No. 4, Section 4.7-1(a) Payment Amount – Line 256.</p> <p>Monthly plans will now offer a 15%, 20%, 25%, or 30% of adjusted gross income payments, in addition to an administrative fee.</p> <p>Current plans offer a 15% of adjusted gross income payments, including the administrative fee.</p> <p>Changes to monthly payments plans will increase program revenue. The amount is unknown due to launching of a new program, and no immediate plans to construct homes specifically for the Rent to Own Program.</p> <p>Rule No. 4, Section 4.7-2(d) Federal Subsidy – Line 296.</p> <p>The amount of federal subsidy is being standardized to 30% of the homes construction cost.</p> <p>Standardizing the subsidy will increase program revenue, generating program income that will be used toward future construction for the program.</p> <p>The amount of increased program revenue is unknown due to launching of a new program and no immediate plans to construct homes specifically for the Rent to Own Program.</p>	Unknown

	<p>Financial Comparison Model</p> <p><u>Scenario – Current Model</u></p> <ul style="list-style-type: none"> • New House Value = \$280,000 • Ghost Payment (Value/180 months) = \$1,555 • Min. Household Income \$2,500 monthly • Payment = \$375 (\$275 principal & \$100 admin. Fee) - 15% of adjusted monthly income. • 15 year agreement satisfaction • Principal paid - \$49,500 • Federal Subsidy = \$230,500 <p><u>Scenario – New Program Model</u></p> <ul style="list-style-type: none"> • New House Value = \$280,000 • Federal Subsidy = \$84,000 (30% of cost) • Loan Amount – \$196,000 • Min. Household Income \$2,500 monthly • Payment = \$500 (20%) principal + \$100 admin fee • Principal paid = \$196,000 • Agreement satisfaction = 32.6 years <p><u>Program Benefits</u></p> <ul style="list-style-type: none"> • No credit check • No interest • Federal Subsidy • Payments based on household income • Significant home owner total costs savings over conventional mortgage 	
<p>Total</p>	<p>Annual Net Revenue</p>	

CANCELLED

NOTICE OF PUBLIC MEETING

TO BE HELD
May 18, 2017 at 3:00 P.M.
IN THE
OBC Conference Room
2nd Floor, Norbert Hill Center

In accordance with the Administrative Rulemaking Law, the Oneida Housing Authority (OHA) is hosting this Public Meeting to gather feedback from the community regarding the following rule(s):

TOPIC: Landlord-Tenant Law Rule #4 – Income Based Rent to Own Program Eligibility, Selection & Other Requirements

This is a proposal to adopt a rule which would govern the rent to own program by providing:

- ♦ The program's eligibility requirements;
- ♦ Application process and wait list requirements;
- ♦ The process for tenant selection ;
- ♦ Requirements for setting rents;
- ♦ The requirements related to rent to own loans, including financial hardship recovery agreements and home improvement loans; and

To obtain copies of the Public Meeting documents for this proposal, please visit www.oneida-nsn.gov/Register/PublicMeetings.

PUBLIC COMMENT PERIOD OPEN UNTIL May 25, 2017

During the Public Comment Period, all interested persons may submit written comments and/or a transcript of any testimony/spoken comments made during the Public Meeting. These may be submitted to [Enter Authorized Agency Name Here] by U.S. mail, interoffice mail, e-mail or fax.

Oneida Housing Authority
2913 Commissioner Street, Oneida, WI 54155
jhill7@oneidanation.org
Phone: 920-869-2227
FAX: 920-869-2836

Winkler named PCSD Resource Officer

Adam Winkler, of the Pulaski Police Department, is the new school resource officer for the Pulaski Community School District.

The PCSD contracts with the Village of Pulaski for the position. Winkler will replace officer Jim Tinlin, who plans to retire on Aug. 15 after 19 years as school resource officer. Winkler starts in his new position in May and will train with Tinlin prior to his retirement. Tinlin has 25 years of total service with the Pulaski Police Department and 40 years total in law enforcement. Winkler, a Police Officer 1, is also a Police Raider, the highest rank in the

department's K-9 dog, will be retired when Tinlin retires. The Pulaski Police Department is raising funds to purchase a new K-9 dog and while it will be used in PCSD schools, it will not be assigned with the new liaison officer.

"I am excited for the opportunity to work with Adam in his new position of school resource officer," said PCSD director of Student Services Lisa Misco. "His previous experience, personality and passion for working with students will certainly make him an asset to our school district," she added.



Adam Winkler
Winkler worked with the Forest County Sheriff's Department for eight years prior to being hired by the Pulaski Police Department in July 2016. "Officer Winkler will do a great job as a school resource officer, and he will be able to fulfill his dream to become a school resource officer," said police chief Mark Hendzel.

www.aiccw-facc.org
AICCW 22ND ANNUAL GOLF TOURNAMENT
COME SPEND A BEAUTIFUL DAY ON THE COURSE WITH US!

Please join us on **Friday, June 2** at the beautiful Thornberry Creek at Oneida Golf Course, Wisconsin, for a great day of golf, contests, raffles, prizes and giveaways. Golf fees are \$100 per person, \$400 per foursome, and include a round of golf, clubhouse lunch, awards dinner, driving range and a terrific giveaway!

This is a great cause to support! Our Golf Tournament is our **main fundraiser** for our youth program, which has awarded \$320,000 to 170 students.

We're looking for golfers, sponsors, donated items for gift bags and giveaways. You can register online and donate online here: www.aiccwgolf.com. Or, contact Beverly Anderson at (414) 604-2044 or by email at: beverly@aiccw.org.

Thank you for your continued support!

Registration Deadline: May 30, 2017

HOTEL INFORMATION:
Radisson Hotel & Conference Center Green Bay
2040 Airport Dr, Green Bay, WI 54313 • (920) 494-7300

JUNE 2
Thornberry Creek at Oneida
4470 N. Pine Tree Road, Oneida • WI

10:30 am Shotgun Start (check-in begins at 8:30 am)
Lunch on the Golf Course
Awards Program and Dinner Banquet After Golfing

FABULOUS PRIZES THIS YEAR!
Hole-in-One (\$10,000)
Four-Person Scramble Format
Putting Contest (50/50 Cash)
Closest to the Hole
Longest Drive (Men & Women)
Numerous Door Prizes
Double Your Money
Big Ticket Raffle



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ONEIDA HOUSING AUTHORITY PUBLIC MEETING
 Business Committee Conference Room-2nd Floor Norbert Hill Center
 May 18, 2017 3:00p.m.

OHA Public Meeting - Rule #4 – Income Based Rent to Own Program Eligibility, Selection & Other Requirements

PUBLIC MEETING SIGN IN SHEET

	Name: (Print clearly)	Email Address / Phone #	Department/Roll #	Oral Testimony (Y) or (N)
1.	Scott Emery		OHA	No
2.	Dale P. Blalock		OHA	No
3.	MARY ADAMS	MARY_Adam8@ aol.com	1908	No
4.	Julie Cornelius		OHA	No
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

CANCELLED



ONEIDA HOUSING AUTHORITY
 P. O. BOX 68
 ONEIDA, WISCONSIN 54155
 (920) 869-2227
 (920) 869-2836 FAX



**Oneida Housing Authority
 Public Meeting**

Rule #4 – Income Based Rent to Own Program Eligibility, Selection & Other Requirements
 Business Committee Conference Room-2nd Floor Norbert Hill Center
 May 18, 2017 3:00 p.m.

Present: Dale Wheelock, Oneida Housing Authority; Scott Denny, Oneida Housing Authority; Julie Cornelius, Oneida Housing Authority; Mary Adams

Scott Denny: Good afternoon. The time is 3:00 p.m. and today's date is May 18, 2017. I will now call the public meeting for the Landlord/Tenant Law Rule #4 – Income Based Rent to Own Program Eligibility, Selection & Other Requirements to order.

The Oneida Housing Authority is hosting this public meeting to gather feedback from the community regarding this rule. All persons who wish to present oral testimony will need to register on the sign-in sheet at the back of the room.

Written comments may be submitted to the Tribal Secretary's Office or to the Legislative Reference Office in person, by U.S. mail, interoffice mail, email or fax as provided on the public meeting notice. These comments must be received by close of business on May 25, 2017.

In attendance from the Oneida Housing Authority is Scott Denny, Housing Operations Manager; Dale Wheelock, Executive Director.

We will begin today's public meeting for Rule #4 – Income Based Rent to Own Program Eligibility, Selection & Other Requirements.

The rule identifies:

- The programs eligibility requirements
- Application process and wait list requirements.
- The process for tenant selection
- Requirements for setting rent rates
- The requirements related to rent-to-own loans, including financial hardship, recovery agreements and home improvement loans; and
- The requirements for annual inspections, updates, and agreement cancellation.

Mary Adams: I'm Mary Adams and the question or concern I have is I own a tribal home and I'm about ready to sell that. I have a tribal home and I know that I cannot own a tribal home and be in OHA services. But if I sell that home which I'm getting ready to sell to my son, then that elevates that but I still but I still own a duplex that is not tribal. Can I still go in the home? I mean can I still get one of OHA's homes? So you can't own any property anywhere, I'm presuming. So even in another state, or. Because I think people that have ownership of leased land through their family or something. I don't know, the Indian something that, you can own land like in North Dakota and other places but that's your whole families land. So would that mean that you would have to get your parcel and sell that to your family so it's not part of your ownership anymore? So all of those types of lands I would like to know.

Mary Adams: Okay so this example is I have eight sisters. Say one of them have a home already with two bedrooms. Say I am eligible to live now in an OHA and she agrees that I move in there and share housing with her. Would the income be combined income and she would now have to pay more because maybe my income is more, or would I be charged because I have more income than she would, she stays at her income base and would I pay my income base for that same dwelling?

Scott Denny: With all registered speakers having provided comments, OHA thanks you for your participation. The public meeting for Rule #4 – Income Based Rent to Own Program Eligibility, Selection & Other Requirements is now closed at 3:15 p.m. Thank you.

-End of Meeting-

CANCELLED



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



TO: Interested Parties
FROM: Krystal L. John, Staff Attorney
DATE: May 26, 2016
RE: Public Meeting Comment Review: Landlord-Tenant Law, Rule #4 – Income Based Rent to Own Program Eligibility, Selection and Other Criteria

On May 18, 2017, a public meeting was held regarding a rule under the Landlord-Tenant law, which sets the eligibility, selection and other criteria requirements for the income-based rent to own program.

This memorandum is submitted as a review of the oral comments received during the public meeting process. There were not any written comments received within the public comment period.

Comment 1 – Eligibility Question

Comment

Mary Adams: I'm Mary Adams and the question or concern I have is I own a tribal home and I'm about ready to sell that. I have a tribal home and I know that I cannot own a tribal home and be in OHA services. But if I sell that home which I'm getting ready to sell to my son, then that elevates that but I still own a duplex that is not tribal. Can I still go in the home? I mean can I still get one of OHA's homes? So you can't own any property anywhere, I'm presuming. So even in another state, or. Because I think people that have ownership of leased land through their family or something. I don't know the Indian something that, you can own land like in North Dakota and other places but that's your whole families land. So would that mean that you would have to get your parcel and sell that to your family so it's not part of your ownership anymore? So all of those types of lands I would like to know. Okay so this example is I have eight sisters. Say one of them have a home already with two bedrooms. Say I am eligible to live now in an OHA and she agrees that I move in there and share housing with her. Would the income be combined income and she would now have to pay more because maybe my income is more, or would I be charged because I have more income than she would, she stays at her income base and would I pay my income base for that same dwelling?

Response

The commenter seems to be asking whether she may own other properties and be eligible for an OHA home, however it is not clear whether by OHA home she means a home on a rental basis only or on a rent-to-own basis. For this reason, Scott Denny, OHA Director of Operations has requested that Ms. Adams come in the Oneida Housing Authority to discuss the available programs and the eligibility requirements of each in person. This rule and public meeting speaks only to the homes offered on a rent-to-own basis and section 4.4-8 of the rule provides that

“Applicants that are current homeowners are not eligible for participation in the income-based rent-to-own program.”

As far as Ms. Adams question in regards to income, income is determined based on the income of all household members over the age of eighteen (18). That being said, Ms. Adams question seems to relate to a rental property and not a rent to own property, so again, I encourage her to meet an Oneida Housing Authority representative to discuss the available programs.

CANCELLED

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Oneida Business Committee approval is required to approve all Finance Committee meeting actions as the FC is a standing committee of the OBC.

CANCELLED MEETING

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

ONEIDA NATION

P.O. Box 365



Oneida, WI 54115

MEMORANDUM

TO: Finance Committee
CC: Business Committee
FR: Denise Vigue, Executive Assistant
DT: June 6, 2017
RE: E-Poll Results of: FC Meeting Minutes of JUNE 5, 2017

An E-Poll vote of the Finance Committee was conducted to approve the June 5, 2017 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

E-POLL RESULTS:

There was a Majority 6 Yes votes from Larry Barber, David Jordan, Patrick Stensloff, Wesley Martin, Jr., Jennifer Webster and Chad Huss to approve the June 5, 2017 Finance Committee Meeting Minutes.

The minutes will be placed on the next BC agenda of June 14, 2017 for approval and the next Finance Committee agenda of June 19, 2017 to ratify this E-Poll action.

Yaw^ko

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



ONEIDA FINANCE COMMITTEE

REGULAR MEETING

June 5, 2017 – 10:00 A.M.

BC Executive Conference Room

REGULAR MEETING MINUTES

FC Regular Meeting:

Patricia King, Treasurer/FC Chair

David Jordan, BC Council Member

Chad Fuss, Gaming AGM/FC Alternate

Wesley Martin, Jr., Community Elder Member

Larry Barton, CFO/FC Vice-Chair

Jennifer Webster, BC Council Member

Patrick Stensloff, Purchasing Director

Others Present: Tiffany & Elaina Bowles, Fawne Rasmussen, Frank Cornelius, Delia Smith, Dakota Oskey, Jamel Noss, Michele Doxtator and Denise Vigue, taking minutes

Introductions of Dakota and Jamel to the FC were made by the FC Chair, both are summer interns. Dakota will be in the Treasurer's Office and Jamel will be working in Councilwoman Webster's office.

I. Call to Order: The FC regular meeting was called to order by the FC Chair at 10:05 A.M.

II. Approval of Agenda: JUNE 5, 2017:

Motion by Jennifer Webster to approve the Finance Committee agenda for June 5, 2017. Seconded by David Jordan. Motion carried unanimously.

III. Approval of Minutes: MAY 16, 2017 (approved via FC E-Poll on 5/16/17):

Motion by David Jordan to ratify the FC E-Poll action of May 16, 2017 approving the Finance Committee meeting minutes of May 16, 2017. Seconded by Wesley Martin, Jr. Motion carried unanimously.

IV. Tabled Business:

- Green Bay Packer Merchandise – SOP's
Michele Doxtator, Jt. Marketing

Motion by David Jordan to remove from the table for discussion. Seconded by Chad Fuss. Motion carried unanimously.

Handout information of draft SOP's and a flow chart was provided by Michele Doxtator and she explained the Legislative Affairs/Communications office sends out periodically, notices via E-mail and information is also provided in the Kali Wi Saks. There was a discussion on the draft SOP's; what is left in stock (outdated merchandise); & communication to the community. The CFO noted that contract funding is through tribal contribution and proceeds should be more accessible to the community; the FC recommended the criteria be added for clarification; add language to what happens when event is canceled, and sign off on the SOP's; Michele will update and send to the FC. It was also suggested to add the request forms and a schedule of meeting dates of Jt. Marketing on the Intranet under *Frequently Used Forms* and on the Oneida Nation website under *Forms*; right now it is just on the members only section of the website. There was also a discussion on the Audit presentation to GTC on the merchandise distribution, the action that was taken, and the actions of the Audit Committee in regards to what body, Joint Marketing or the Finance Committee should be overseeing the distribution: the FC asked Denise Vigue to research the minutes and motions and let them know.

Motion by Wesley Martin, Jr. to accept the draft SOP's for the Green Bay Packer Merchandise as FYI and for Denise to follow up on the research of GTC actions of the Audit Report recommendations and to bring back to the Finance Committee when completed. Seconded by David Jordan. Motion carried unanimously.

V. Capital Expenditures:

1. Bally (8) Slot Games Purchase
David Emerson, Gaming Slots Department

Fawne Rasmussen from Gaming Management – Profits was present to explain this purchase; this is a FY17 budgeted and approved capital expenditure; this is the second to the last request for the year, one more will be coming up.

Motion by David Jordan to approve the Capital Expenditure purchase of 8 slot games from Bally in the amount of \$185,360.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

VI. Community Fund:

1. YMCA Camp Hot Shots registration
Elizabeth Webster for daughter, Raleiha

Motion by Chad Fuss to approve from the Community Fund the YMCA Camp Hot Shots registration for the daughter of the requestor in the amount of \$200.00. Seconded by Larry Barton. Jennifer Webster abstained. Motion carried.

2. UWGB Art Camp registration
Darne Danforth for daughter, Mercedes

Motion by Larry Barton to approve from the Community Fund the UWGB Art camp registration for the daughter of the requestor in the amount of \$200.00. Seconded by Jennifer Webster. Motion carried unanimously.

3. Green Bay Packer Youth Football Camp
Chelsea Geale for son, Braylen

Motion by Jennifer Webster to approve from the Community Fund the Green Bay Packer Youth camp registration for the son of the requestor in the amount of \$200.00. Seconded by David Jordan. Motion carried unanimously.

4. 6th Annual Oneida Baseball Tournament
Jason Martinez

Motion by David Jordan to approve from the Community Fund \$75.00 and 25 Cases of Coca-Cola Product for use at the 6th Annual Oneida Baseball Tournament. Seconded by Chad Fuss. Motion carried unanimously.

5. Southwest Lacrosse registration
Yako Webster for son, Daris

Motion by Jennifer Webster to approve from the Community Fund the Southwest Lacrosse registration for the son of the requestor in the amount of \$200.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

6. Hortonville Summer Volleyball registration
Ann Stingle for daughter, Abigail

Motion by Jennifer Webster to approve from the Community Fund the Hortonville Summer Volleyball registration for the daughter of the requestor in the amount of \$50.00. Seconded by David Jordan. Motion carried unanimously.

7. Oneida Farmer's Market Bash – July
Bill VerVoort, OCIFS

Motion by David Jordan to approve from the Community Fund Twenty-Five (25) cases of Coca-Cola Product for use at the Oneida Farmer's Market Bash in July. Seconded by Wesley Martin, Jr. Motion carried unanimously.

8. Big Apple Fest – Sept.
Jeff Schofield, Apple Orchard

Motion by Wesley Martin, Jr. to approve from the Community Fund Twenty-Five (25) cases of Coca-Cola Product for use at the Big Apple Fest in September. Seconded by David Jordan. Motion carried unanimously.

9. Green Bay Packer-Youth Football Camp
Shane Skenandore for son, Grant

Motion by David Jordan to approve from the Community Fund the Green Bay Packer Youth camp registration for the son of the requestor in the amount of \$200.00. Seconded by Jennifer Webster. Motion carried unanimously.

10. Spirit of the Hoops camp – June
Lori Hill, Recreation

Motion by Wesley Martin, Jr. to approve from the Community Fund Ten (10) cases of Coca-Cola Product for use at the Spirit of the Hoops camp in June. Seconded by David Jordan. Motion carried unanimously.

11. Amplify Lacrosse registration
Delia Smith for son, Fox Paul

Motion by Larry Burton to approve from the Community Fund the Amplify Lacrosse registration for the son of the requestor in the amount of \$200.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

12. Especially for youth camp registration
Lee Cornelius for daughter, Tiana

Motion by Jennifer Webster to approve from the Community Fund the Especially For Youth camp registration for the daughter of the requestor in the amount of \$200.00. Seconded by David Jordan. Motion carried unanimously.

13. Green Bay Metro Rebels Lacrosse registration
Redmon Danforth, Jr. for son, Redmon III

Motion by David Jordan to approve from the Community Fund the Green Bay Metro Rebels Lacrosse registration for the son of the requestor in the amount of \$200.00. Seconded by Chad Fuss. Motion carried unanimously.

14. WI Independent Baptist Fellowship Bible camp registration
Rebecca Schommer for son, Joshua

Motion by David Jordan to approve from the Community Fund the Wisconsin Independent Baptist Fellowship Bible camp registration for the son of the requestor in the amount of \$157.50. Seconded by Chad Fuss. Motion carried unanimously.

15. Team Scennie's U15 Lacrosse registration
Katsi Danforth for son, Dailin

Motion by David Jordan to approve from the Community Fund the Team Scennie's U15 Lacrosse registration for the son of the requestor in the amount of \$200.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

16. National American Miss Competition registration
Irene Danforth for daughter, Kaylonni

Motion by David Jordan to approve from the Community Fund the National American Miss Competition registration for the daughter of the requestor in the amount of \$200.00. Seconded by Jennifer Webster. Motion carried unanimously.

17. GB Tennis Center – Summer class registration
Tiffany Bowles for daughter, Arianna

Motion by David Jordan to approve from the Community Fund the Green Bay Tennis Center class registration fees for the two daughters of the requestor in the amount of \$200.00 each. Seconded by Chad Fuss. Motion carried unanimously.

18. GB Tennis Center – Summer class registration
Tiffany Bowles for daughter, Elaina

- See motion in CF Request #17

19. UWGB Basketball Camp registration
Karen Hill for daughter, LaCyia

Motion by Chad Fuss to approve from the Community Fund the UWGB Basketball registration for the daughter of the requestor in the amount of \$165.00. Seconded by David Jordan. Motion carried unanimously.

20. St. Norbert College – Summer Soccer Camp
Constance Danforth for son, Avary

Motion by David Jordan to approve from the Community Fund the St. Norbert College Youth Soccer Camp registration for the son of the requestor in the amount of \$200.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

VII. **New Business:**

1. FY17 PO – Austin Straubel Lease
Chad Fuss, Gaming Administration

Chad Fuss relayed that as a multi-year agreement, the payment is for FY17 that has been budgeted; the owner of the lease is 7 generations, they are the past through to paying the airport. There was a discussion on why do they own the lease as well as actual cost of this and previous years' payments as it was not clear by the information provided.

Motion by Jennifer Webster to approve the Purchase Order for payment of the FY17 Austin Straubel Lease subject to clarification on the exact dollar amount and to provide payments for all previous years from start of lease in 2014. Seconded by David Jordan. Motion carried unanimously.

2. FY17 Contract – Bally Technologies
Franklin Cornelius, Gaming-Table Games

Frank was present to explain this request: this is an annual payment for table games for electronic table system as well as proprietary Table Games and trademark shufflers. There was discussion on this being a sole source and possible other vendors; Table Games is considering a free trial from another vendor this year to compare and decide how to proceed for the next budget year; currently Bally is the only vendor with a patent on class III games.

Motion by David Jordan to approve the FY17 contract with Bally Technologies in the amount of \$256,379.40. Seconded by Larry Barton. Motion carried unanimously.

3. FY17 PO Increase – Fry Bread Heaven
Louise Cornelius, Gaming Administration

Chad Fuss explained in the past few months gaming has gotten this vendor on the Micros-Data System for more accurate tracking of sales and to secure complete Accounting practices; this will be helpful for Gaming to be able to track sales and employee discounts.

Motion by David Jordan to approve the FY17 PO Increase with Fry Bread Heaven in the amount of \$50,000.00. Seconded by Wesley Martin, Jr. Motion carried unanimously.

VIII. **Executive Session:** No requests

IX. **Follow Up:** None

X. **FYI and /or Thank You:**

- 1. FYI: IGT (4) Harley lease games
David Emerson, Gaming Slots Department

Motion by Larry Barton to accept the IGT (4) Harley lease games as FYI. Seconded by Jennifer Webster. Motion carried unanimously.

XI. **Other:**

NOTE: This item was reviewed just before the Community Fund requests were reviewed.

1. Community Fund Update Report

Although not on the agenda the Community Fund Update Report is in the FC meeting packet for information for the FC when making decisions on requests for funds and product. In reviewing the amount spent to date in FY17 it is anticipated there will be approximately \$23,000 remaining at the end of the fiscal year; provided the fourth quarter spending equals that of the third quarter. The FC discussed several items in relation to this report including: the need to review and amend the CF SOP's to possibly raise request amounts; to use end of year excess to fund other projects namely the Disability Fund on the 78/71 as suggested by the Treasurer; or keep the current policy of having any excess funds revert back into the account for continued growth at the end of each fiscal year.

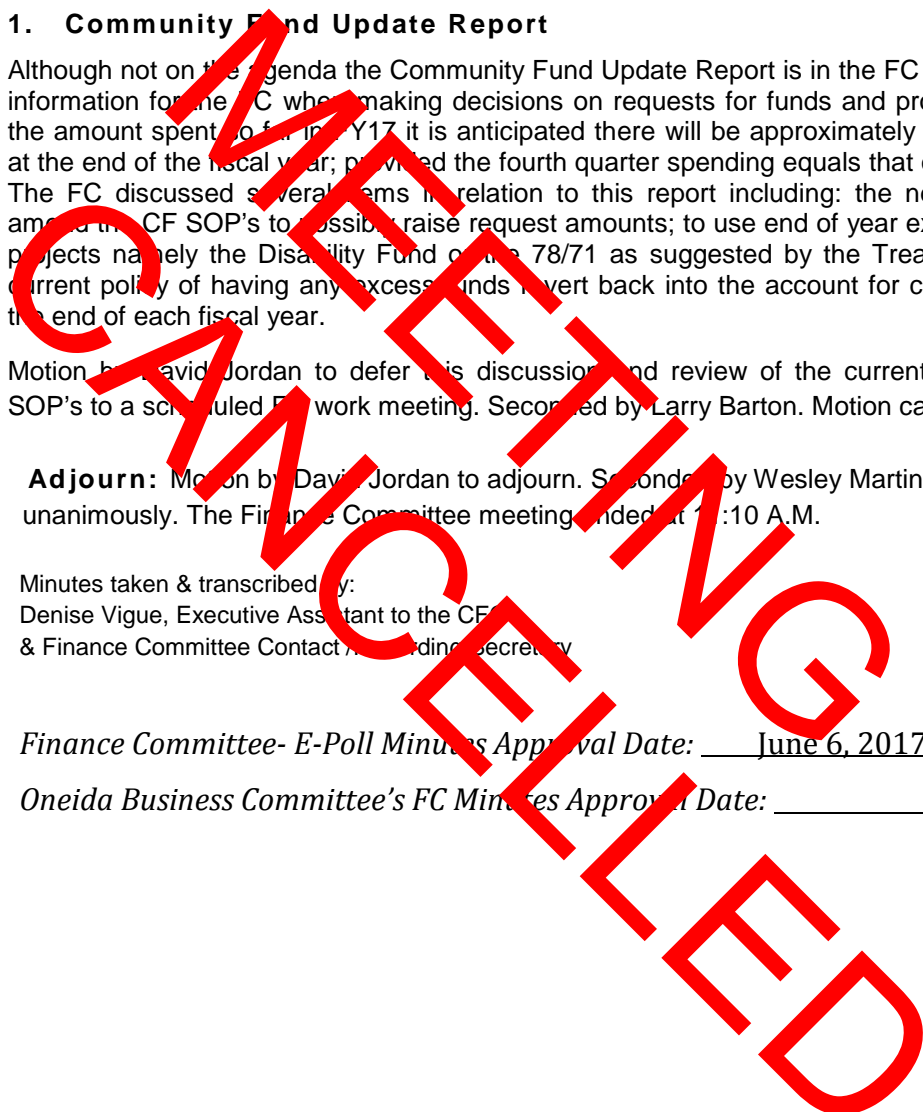
Motion by David Jordan to defer this discussion and review of the current Community Fund SOP's to a scheduled follow up meeting. Seconded by Larry Barton. Motion carried unanimously.

XII. **Adjourn:** Motion by David Jordan to adjourn. Seconded by Wesley Martin, Jr. Motion carried unanimously. The Finance Committee meeting ended at 11:10 A.M.

Minutes taken & transcribed by:
Denise Vigue, Executive Assistant to the CFO
& Finance Committee Contact / Recording Secretary

Finance Committee- E-Poll Minutes Approval Date: June 6, 2017

Oneida Business Committee's FC Minutes Approval Date: _____



Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information Only

Action - please describe:

Approval of the presentation to move forward with the process of reorganization of the Development Division. Business Committee signature may be required as necessary while moving through the process.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Inbudgeted

5. Submission

Authorized Sponsor / Liaison:

Ronald Hill, Jr.

Primary Requestor/Submitter:

Jacque Boyle, Interim Assistant Development Division Director-Operations
Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Troy Parr, Assistant Development Division Director- Development
Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Follow up to previous meeting, May 23, 2017 for joint presentation in open Business Committee

Approve the report to move forward with the reorganization of the Development Division.

CANCELLED

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



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REORGANIZATION PLAN FOR THE DEVELOPMENT DIVISION





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REORGANIZATION PLAN

DEVELOPMENT DIVISION

PURPOSE

The purpose for the reorganization of the Development Division is to allow each branch of the Division to focus on their unique visions, missions, goals, and objectives. The Development Division has been the center for strategic planning for the Oneida Nation in areas such as Community Development, Business Development, Economic Development, Environmental, Land Management, and the Department of Public Works. In years past, the Development Division has had several departments move on to be their own Divisions, such as Land Management and Environmental.

The Development Division has always provided the administrative resources needed for areas to “develop” their goals and objectives and obtain the resources necessary to achieve them. As these functional areas grow and develop, there is a need to re-evaluate the current organizational structure and adjust to allow for even more growth and development.

While the current organizational structure has worked, there are two distinct focuses: one on Development and the other on Operations. About five (5) years ago the Development Division Director created two branches of the Division by separating



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the two focuses with the creation of an Assistant Development Division Director-Development Branch and an Assistant Development Division Director-Operations.

For the past several years, the Development Branch and the Operations Branch have been operating without a division director and independently from one another. DPW staff work closely with the Development Branch on all CIP projects and other initiatives that they have the resources to support. For example: all HVAC, electrical, plumbing, custodial, maintenance, and grounds keeping are brought into the CIP planning process early as they are the experts in their respective fields and are critical to the success of the building design. This close relationship will continue with the reorganization while also streamlining processes.



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RESOURCES

The resources included in the plan were to make sure that all areas that would need to assist with changes would be included. These areas would be:

Accounting: Assure that all changes to accounts, if any, are completed.

Human Resources: Assure that all job descriptions are updated to reflect the change (change Development Division to The Department of Public Works Division).

Communications: To assist with getting the information out the Oneida Nation Organization and the Community.

TASKS

Task #	Name	Process & Next Steps	Completion Date	Task Update
1	Troy and Jacque	Revise Vision, Mission, Goals and Objectives as needed for each division		
2	Troy and Jacque	Create a Communication Plan for the internal customers (employees), will also have the impacts on each division, department, and staff		
3	Troy and Jacque	Create a second Communication Plan for external customers and implement both plans		
4	Troy and Jacque	Meet with HRD & Accounting to assure reorganization meets the Nation's processes		
5	Troy and Jacque	Assure line-of-authority is attained. Complete new sign-off forms		
6	Accounting	All related fund units will be identified and fund units will be aligned under their respective divisions; this includes all line items that support each division		
7	Troy and Jacque	Submit reorganization form along with current and updated organizational charts to HRD		
8	Troy and Jacque	Complete list of asset transfers to Asset Management		
9	HRD	Update job description to reflect proper division		
10	Troy and Jacque	Obtain Business Committee signatures as required on reorganization forms after Business Committee approval		



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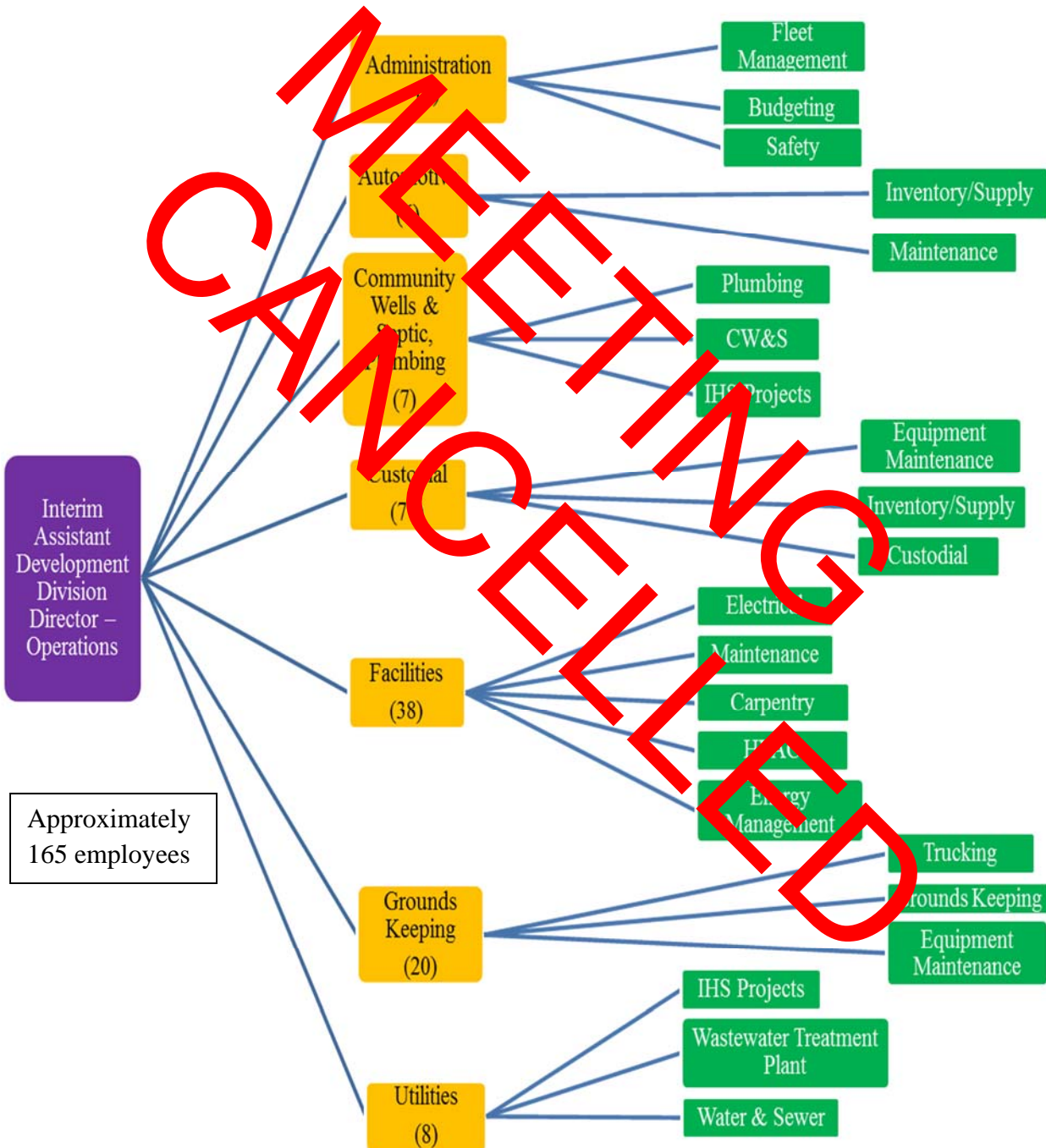
ORIGINAL DEVELOPMENT DIVISION ORGANIZATIONAL CHART





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DPW FUNCTIONAL ORGANIZATIONAL CHART





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DEPARTMENT OF PUBLIC WORKS

As with any city, county, or state government, a tribal government (or Nation) is sovereign to the extent that it can govern itself, which includes the ability to allocate resources to sustain the economy, provide safety and security to its citizens, and develop/maintain its physical infrastructure. These critical infrastructures are essential to the Nation's security, safety, public health, economic security and way of life.

The Oneida Department of Public Works is involved with all aspects of sustaining the economy, providing safety and security to the membership, and maintaining the Tribe's physical infrastructure and assets. These assets must be properly maintained according to all building codes, licensing requirements, and funding agency specifications so that they continue to support the delivery of a wide range of government services which fulfill the social, economic, and environmental needs of the community.

It not only does this by its day to day management of facilities and sites, but also through its vital role in all phases of Emergency Management. Participation by public works is an integral part of any jurisdiction's emergency planning efforts. As part of the Oneida Nation's overall Emergency Management Plan and operating under the National Incident Management System (NIMS), Public Works is the primary agency responsible for the Tribe's infrastructure and Transportation in the event of disaster, whether natural or man-made. DPW has resources such as skilled personnel and equipment that can be



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mobilized to provide immediate support services. It is the responsibility of local/tribal government to manage an incident from beginning to end – through prevention, preparedness, mitigation, response, and recovery. They are responsible for protecting and ensuring the continuity and resilience of the critical infrastructure and key resources of the Nation.

When a tribal jurisdiction does not have the resources it needs to respond to an emergency or disaster, it turns to mutual aid from city, county, and the state government for assistance. In this instance we are no longer self-governing but rather dependent on other jurisdictions to provide scarce resources to us while they need them as well. It contradicts our status as a sovereign. We need to be in a position to provide mutual aid instead of being solely dependent on it for our own Nation's safety and security.

Current Departments within the Department of Public Works

- | | |
|-------------------------------------|---|
| Administration | The Department of Public Works Administration provides services and support for all of DPW Business Units, internal and external customers. This includes administrative services, budget and financial support services, community services, continuous improvement, customer services, fleet vehicle services, human resources services, safety awareness, and training services. |
| Automotive | The Automotive Department provides for safe operations of vehicles used by various departments of the Nation. This is done by scheduled maintenance and repairs of departmental vehicles. |
| Community Wells & Septic | To upgrade the standard of living by providing complying Septic Systems and potable water supply from Private Wells. To be the first line Plumbing of defense against disease prevention. |



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- Custodial** The custodial department maintains all non-gaming Oneida Nation occupied buildings in a clean, sanitized, and safe environment through teamwork, communication, and quality customer service.
- Facilities** The facilities department provides preventative and regular maintenance utilizing carpenters, electricians, HVAC technicians, and maintenance technicians, remodeling, fire and security protection and monitoring, space management, event coordination, and departmental moves.
- Ground Keeping** The general maintenance of all of the Oneida Nation's grounds, landscaping, and 24-hour snow removal along with Tribally owned roads is the mission of the Grounds Keeping Department.
- Utilities** Provide safe drinking water and environmentally safe wastewater treatment and septage removal. Provide billing for sewer and water, septic removal and refuse/recycling services.

DPW maintains and cleans over eighty (80) buildings comprising over a million square feet and valued at approximately \$25 million. In addition, these sites include 138 acres of parking lots and sidewalks to plow and 198 acres to mow. DPW maintains additional infrastructure such as roads, water, and sewer lines.

In order to gain an understanding of structures, functions, and services that are typically provided by such governmental Public Works organizations, research on the topic was completed. The research findings were then compared to the Oneida Nation's Department of Public Works departments and its organizational structure. What has become apparent is that most of the Department of Public Work's current services are in alignment with what a typical Public Works organization would include to carry out its mission to "effectively maintain public infrastructure." It was also realized



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that DPW provides services in addition to the maintenance of Oneida Nation's assets and infrastructure. Other services include: demolition of structures for Land Management, assistance to tribal members through Elder Services, space management and remodeling of current buildings, design input to Engineering on CIP projects, Fleet Management, and installation of wells and septic systems for home sites. The uniqueness of DPW means there is the flexibility and ability to do more than a traditional Public Works.

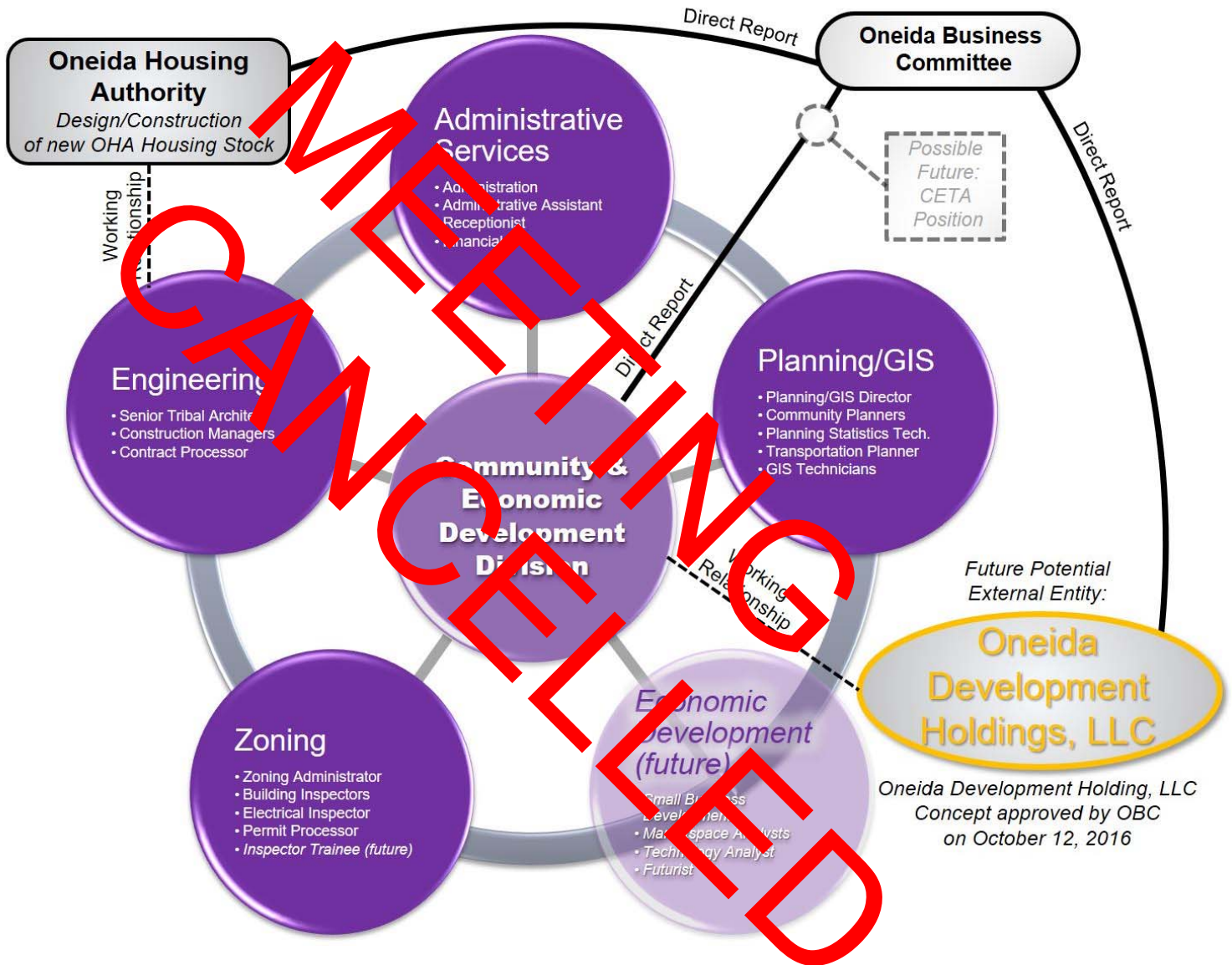
The DPW vision and mission will be created with the input from managers, supervisors, and the people that do the work our frontline employees. This will then be brought forth to the Business Committee. One of the underlying purposes of the vision and mission is in the discussions that take place in creating it. Through these discussions, a common understanding and stewardship of the vision and mission is created and thereby making it sustainable.

Once the vision and mission have been established DPW can then work on the collective goals and objectives that will be put forth each budget cycle to fall into alignment with what the Oneida Nation budget team presents as the four strategic directions, seven practical visions, and four focus areas that drive a three year strategy in the Nation's budgeting process.



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New Organization Chart – Community and Economic Development Division





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CEDD Vision

To elevate the Oneida Nation by providing community & economic development practices that nurture and sustain Oneida families to prosperity.

CEDD Mission

*To strategically implement systems that foster sustainable development and commerce growth that reflect **Ts'p nivy valihota** (our ways) with innovative approaches that enrich the natural, built and business environments.*

CEDD – Updated Goals:

Short Term:

- **Support and encourage entrepreneurial aspirations** for the Oneida Nation and Oneida members
- **Embrace Innovation** – research and incorporate new means/methods and educate employees
- **Establish Partnerships** – Become a regional partner in economic activity generation
- **Be a leader in Sustainable Design** – strive for net-zero
- **Support Improving Healthcare Outcomes** – creating recreational opportunities for a healthy lifestyle throughout the Oneida Reservation.
- **Design for Evolving Housing Needs** – provide an adequate housing supply to meet community needs.
- **Support Sustainable Development** – while always striving to establish a sense of place that is “Uniquely Oneida”
- **Embrace Technology** – leverage technology when considering new infrastructure
- **Seek Acquisition Opportunities** – identifying potential high-growth small companies ripe for acquisition
- **Engage in Agricultural Opportunity** – building sustainable food systems for community food security and as a business development opportunity.
- **Support the Arts** - Identify creative new opportunities and venues to support Arts Programming – a constant driving economic force

Long-Term:

- **Further refine and update our Zoning Law and Building Code** - to accommodate desired community development outcomes
- **Diversify the Oneida Economy** to be significantly less reliant upon gaming
- **Explore and engage in emerging Manufacturing Technology** – Oneida’s role and opportunities in the Northeast Wisconsin (NEW) and global economies



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- **Design for the next future primary mode of transportation, air transport** - design the next iteration of community design to accommodate advancing aeronautic innovation.
- **Understand the emergence of Artificial Intelligence (AI)** – prepare for the tremendous affect it will have on jobs in the very near future.
- **Support Positioning the Oneida Nation in Cloud Storage and Cloud Computing** – the next iteration of processing data to compete globally in the evolution of the role
- **Understand and Support the Evolution of Innovative Education Systems** - plan future workforce development focus – prepare Oneida to engage

CEDD – Updated Objectives:

- Establish a renewed Oneida Nation Economic Development Growth Strategy by the end January 2018. Key components of the Strategy will address:
 - Agricultural Strategy and Agenda
 - Entrepreneurial Growth Strategy and Agenda
 - Oneida Nation Business Development Strategies and Agendas
 - Central Oneida
 - On Reservation
 - Regional
 - New York
 - Global
- Establish Oneida Development Holdings, LLC by the end of January 2018.
- CEDD to develop and propose new emerging market business ventures for the Oneida Nation that report to the proposed Oneida Development Holdings, LLC (in an effort to diversify revenue stream) by the end of 2020.
- Establish an updated Oneida Comprehensive plan including six (6) area development plans – three (3) of which have an economic development focus - by January 2020.
- Encourage and support Oneida entrepreneurs to accelerate Central Oneida Redevelopment through private small business growth by establishing a Central Oneida Small Business Revolving Loan Fund by the end of 2018.
- Planning and Zoning Departments establish a new updated Zoning Map, Zoning Law and Building Code by January 2020 to shape future development of the Oneida Reservation.
- Research and make a strategic business decision with a definitive land use decision for the land holdings in the State of New York before January 2020.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 14 / 17

2. General Information:

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

New Business

Agenda Header:

- Accept as Information only
- Action - please describe.

To adopt the Amended and Restated Per Capita Trust Agreement dated 5/23/2017. This replaces the signed Per Capita Trust Agreement dated 5/13/2015.

3. Supporting Materials

- Report Resolution Contract
- Other:

- 1. 5/23/17 Amended & Restated PC Trust Agreement
- 2. 5/13/15 Amended PC Trust Agreement signed
- 3. 2/28/17 OTEC Regular Minutes-redacted
- 4. 5/23/17 OTEC Regular Minutes-redacted

Business Committee signature required

4. Budget Information

- Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Brandon Stevens, Council Member

Primary Requestor/Submitter: Susan White, Trust Enrollment Director *R White 5/25/2017*
 Your Name, Title / Dept. or Tribal Member

Additional Requestor: Name, Title / Dept.

Additional Requestor: Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

In accordance with Article XVII of the Original Per Capita Trust Agreement the trustor (GTC) may amend or modify the terms and provisions of the Agreement with the written consent of the trustee (OTEC). The Oneida Trust Enrollment Committee has reviewed and approved the following changes to the Per Capita Trust Agreement:

1. To reflect the title change of the Tribe, the Trust Enrollment Department and Trust Enrollment Committee.
2. To provide for the automatic deferral of pre-21 distributions for individuals who do not satisfy distribution requirements within prescribed time frames.
3. To amend the term length of the age 21 and over optional deferrals from 3 years to 1 year.
4. To incorporate new definitions and rules to distinguish between minor and majority age beneficiaries.
5. To clarify procedures for determining the existence of a learning or other disability under the trust
6. To clarify the use of flexible valuation rates.
7. To simplify the procedures for requesting health, education and welfare distributions for unforeseeable emergency.
8. To add language confirming payment to the estate of a deceased beneficiary in the absence of a valid designation to the contrary.

It is identified the Oneida Business Committee, acts on behalf of the trustor and as such, the OTEC is requesting the Oneida Business Committee approval and signature on the attached Amended and Restated Per Capita Trust Agreement dated 5/23/2017.

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

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Susan White
Trust Department
cc: Bonnie Pigman

RSC

Use this number on future correspondence:

2017-0614

FROM: Attorney Robert J. Collins

DATE: May 30, 2017

RE: Amended Per Capita Trust Agreement

<i>Purchasing Department Use</i>
<input type="checkbox"/> Contract Approved
<input checked="" type="checkbox"/> Contract Not Approved
<i>(see attached explanation)</i>

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

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

- ✓ The document is in appropriate legal form. (*Execution is a management decision.*)
 - As this document is an agreement signed by both the Oneida Business Committee and the Oneida Trust Enrollment Committee, I think the Oneida Nation's letterhead and seal would be more appropriate to use than the Oneida Trust Enrollment Committee's letterhead.
- ✓ Requires Business Committee approval.

CONFIDENTIAL



LEGAL REVIEW REQUEST FORM

Please Email Law Office File # to Enrollments@Oneidanation.org

DATE: 5/30/17	TELEPHONE: 3930
FROM: Bonnie Pigman <i>BPP</i>	EXTENSION: 3932
DEPARTMENT:	TRUST ENROLLMENT
REVIEW NEEDED BY:	5/30/17
DOCUMENT TITLE:	Per Capita Trust Agreement - Amended
COMMENTS: Please provide a legal review on the Amended Per Capita Trust Agreement approved by the OTEC.	

ATTACHMENTS: Amended Per Capita Trust Agreement, 5/13/15 Amended Per Capita Trust Agreement - signed, 2/28/17 OTEC Regular Minutes - redacted 5/23/17 OTEC Regular Minutes - redacted

TRUST ENROLLMENT TRACKING

Saved LAWOFFC			
Law File # Recv'd			



Amended and Restated Per Capita Trust Agreement

This **Amended and Restated Per Capita Trust Agreement** is made and entered into on this _____ day of _____ 2017 between the **Oneida Business Committee**, acting on behalf of the **General Tribal Council** (“trustor”), and on behalf of the **Beneficiaries** named herein, and the **Oneida Trust Enrollment Committee** (“trustee”).

RECITALS

WHEREAS, the Oneida Business Committee and Oneida Trust Enrollment Committee are parties to the Per Capita Trust Agreement dated as of November 9, 1994 (the “Original Agreement”);

WHEREAS, the Per Capita Trust Agreement was amended on the following dates: December 12, 2001; February 13, 2005; March 24, 2010; February 13, 2013; April 23, 2014; and May 13, 2015;

WHEREAS, the parties desire to amend and restate the Original Agreement to reflect the prior amendments and to further amend the trust (1) to reflect the change in the name of the Tribe, the Trust Enrollment Department and the Oneida Trust Enrollment Committee; (2) to provide for the automatic deferral of pre-21 distributions for individuals who do not satisfy distribution requirements within prescribed time frames; (3) to amend the term length of the age 21 and over optional deferrals from three (3) years to one (1) year; (4) to incorporate new definitions and rules to distinguish between minor and majority age beneficiaries; (5) to clarify procedures for determining the existence of a learning or other disability under the trust; (6) to clarify the use of flexible valuation dates; (7) to simplify the procedures for requesting health, education and welfare distributions for an unforeseeable emergency; and (8) to add language confirming payment to the estate of a deceased beneficiary in the absence of a valid designation to the contrary;

WHEREAS, Article XVII of the Original Agreement and subsequent amendments provides that **trustor** may amend or modify the terms and provisions of the Per Capita Trust Agreement with the written consent of **trustee**;

WHEREAS, each party is executing this Amended and Restated Per Capita Trust Agreement which will go into effect beginning with the Fiscal Year 2018 distribution.

NOW, THEREFORE, in consideration of the following covenants, the **trustor** hereby transfers authority to the **trustee** to administer the trust fund, defined as all per capita distributions of the Oneida Nation which are payable to the **beneficiaries** named herein. The **trustee** accepts the authority to hold these funds in trust and to administer these funds, directing investment, reinvestment, and collection of income from the funds. The **trustee** agrees to hold, administer and distribute the trust under the following terms and conditions.



Article I. Beneficiaries

The **beneficiaries** of the trust shall be all duly enrolled members of the Oneida Nation who are eligible to receive a per capita distribution in any year in which any such distribution is made, and who have not yet attained the age of eighteen (18) years by September 1st of each year in which such distribution is made.¹

Article II. Trust

- A. The per capita distributions(s) to each **beneficiary**, together with the net profit and income accumulations therefrom shall comprise an individual and separate trust for that **beneficiary**. Each trust shall be administered by the **trustee** as a separate trust but without the necessity of the **trustee** making physical division of the assets, unless the **trustee** seems it necessary or advisable to do so. For convenience of administration and investment, the **trustee** in making a division of the trust or any part thereof, into shares or trust as may be authorized or directed under these provisions, may allot to the trusts an undivided interest in any or all assets of the trust and may make joint investment of the funds in the trusts and may hold trusts as a common fund, dividing the net income and profits proportionately among them.
- B. The Oneida Nation ("Nation") shall be treated as the grantor and owner of any trusts established herein.
- C. The trust hereby established shall be irrevocable.
- D. The trust is intended to be a grantor trust, of which the Nation is grantor, within the meaning of subpart E, subchapter J, Chapter 1 subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.
- E. The Nation shall have the right at any time and from time to time in its sole discretion, to substitute assets of equal fair market value for any asset held in the trust. This right is exercisable by the Nation in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity.
- F. Where any deadline referenced in the trust falls on a Saturday, Sunday, or holiday, the deadline is construed to be the close of business on the following business day.

Article III. Distribution, Death of Beneficiary, Discretionary Payments

- A. General Rule - Distribution and Valuation:

¹ Beneficiaries under the age of eighteen (18) are referred to in the Nation's Per Capita law as a "minor beneficiary" and beneficiaries who have reached eighteen (18) years of age by September 1st and are eligible to claim a trust account for the first time in the distribution year are referred to as a "majority age beneficiary."

- (1) Uniform Distribution Date: All distributions under the trust other than those subject to subsections B (deferral) or C (health, education and welfare distributions for an unforeseeable emergency), or as otherwise provided for and approved by the **trustee**, shall be processed on a uniform distribution date to be set by the **trustee** on or after the first day of each fiscal year, October 1. Attempts will be made to establish the Trust's uniform distribution date, when practicable, to coincide with the general distribution date(s) for adult per capita payments to the general membership.
- (2) Age 18 Minimum Education Requirements: Except for those accounts subject to a deferred election or an automatic deferral as set forth in Article III(B), each **majority age beneficiary** may request one trust account maturity payment of the monies accumulated in the "Minors Trust Fund," including earnings, for that particular **beneficiary** as of the Uniform Distribution Date on or immediately after reaching the age of eighteen (18). In order for the request to be granted, the **majority age beneficiary** must submit a Trust Payment/Deferral Form by July 1 requesting to receive all or a portion of the distribution and either (1) provide the Trust Enrollment Department with an original or notarized copy of his/her high school diploma, a high school equivalency diploma or a general equivalency diploma on or before September 1, or (2) request his/her school or academic institution provide an original or notarized copy of his/her high school diploma, a high school equivalency diploma or a general equivalency diploma directly to the Trust Enrollment Department. It is the **majority age beneficiary's** responsibility to make all arrangements with his/her school or academic institution to ensure proof of education is received by the Trust Enrollment Department no later than September 1. If the foregoing requirements are not met within the prescribed time frames, the **beneficiary's** trust funds shall not be eligible for disbursement until the next Uniform Distribution Date, unless the **beneficiary** meets the requirements for a health, education and welfare distribution for an unforeseeable emergency in accordance with Article III(C). Notwithstanding the foregoing general education requirements, the trust shall recognize the following exceptions: (1) the accounts of a **majority age beneficiary** declared legally incompetent shall be placed into a trust account for the legally competent adult and administered and distributed in accordance with the Nation's Per Capita law, Section 123.6-2; and (2) a **majority age beneficiary** who has documentation of a learning or other disability from a professional qualified to make such a diagnosis is deemed to satisfy the foregoing education requirements by providing a certificate of twelve (12) years of school attendance. A **majority age beneficiary** who provides fraudulent proof of education is subject to the remedies provided in the Nation's Per Capita law, Section 123.6-1(d)(1)(D).
- (3) Valuation: The value of the trust shall be determined on annual or other periodic valuation date(s) as established for the valuation of trust assets by the **trustee**.
- (4) Death: Upon the death of a **beneficiary** who has not qualified for distribution of his/her trust, his/her trust shall be distributed to a designated beneficiary as named on the most recent beneficiary designation form received and accepted by the

Trust Enrollment Committee

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trustee prior to the **beneficiary's** date of death. In the absence of a valid beneficiary designation form, such benefits will be distributed in accordance with the Nation's Per Capita law, Section 123.5-3(b)(2). In all cases, such payment shall be made as soon as reasonably practicable following the date of his/her death. In the event that a **beneficiary's** trust account is not claimed or completed in accordance with the Nation's Per Capita law and other applicable rules, such benefits shall be liquidated and deposited pursuant to the Per Capita law.

B. Deferral Elections

- (1) Uniform Deferral Date: All deferral elections under the trust (as described below) must be entered into on or before July 1 of each year for distributions that would otherwise become payable as of the Uniform Distribution Date for the next fiscal year.
- (2) A **majority age beneficiary** that desires to defer payment may enter into a deferral election as follows:
- i. Age 18-21: Each **majority age beneficiary** that would otherwise qualify for a distribution will be provided the option to elect up to three (3) one-year deferrals between the ages of eighteen (18) and twenty-one (21), allowing for all or a portion of the **beneficiary's** then remaining account(s) to become payable on the Uniform Distribution Date following age nineteen (19), twenty (20), and/or twenty-one (21). The **majority age beneficiary** must enter into a Deferred Payment Agreement on or before July 1 of each year in which the **beneficiary** turns age eighteen (18), nineteen (19) and/or twenty (20), as applicable. Deferral elections prior to age eighteen (18) must be signed and notarized by the **beneficiary** and the **beneficiary's** parent or legal guardian. Elections upon reaching age eighteen (18) shall be signed and notarized solely by the **majority age beneficiary**. A **majority age beneficiary** who fails to meet any of the distribution requirements within the time frames set forth in Article III(A), will be deemed to have elected to automatically defer his or her distribution to the next Uniform Distribution Date. An automatic deferral shall be subject to the same restrictions, including irrevocability, that apply to a Deferred Payment Agreement.
 - ii. Age 21 and Over: Each **majority age beneficiary** who is eligible for the first time at age twenty-one (21) or who has entered into a Deferred Payment Agreement or was automatically deferred at the age of eighteen (18), nineteen (19), and/or twenty (20) will be provided the option to defer or extend their deferral each year between the ages of twenty-one (21) and thirty (30) allowing for all or a portion of the **beneficiary's** then remaining account(s) to become payable on the next Uniform Distribution Date. The **majority age beneficiary** must enter into a Deferred Payment Agreement on or before July 1 of each year that the optional deferral is sought.² If the

² If the majority age beneficiary previously entered into an optional three (3) year deferral, that deferral will remain in place for the duration of the three (3) year term.

Trust Enrollment Committee

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majority age beneficiary does not submit a Trust Payment/Deferral Form by July 1, their trust fund will automatically be liquidated and distributed to the last known address on file with the Trust Enrollment Department to avoid constructive receipt. In the annual distribution year in which a **majority age beneficiary** who has deferred funds turns thirty (30), they can no longer defer and must claim their entire trust fund. Failure to claim the trust fund pursuant to this Agreement and the Per Capita law will result in the money being deposited into a pooled account.

iii. Deferred Payment Agreements shall, except in the case of a health, education and welfare distribution for an unforeseeable emergency, be irrevocable. Each Deferred Payment Agreement shall be in a form approved by the **trustee**.

i. Distribution of a **majority age beneficiary's** benefits shall thereafter be subject to the terms of the Deferred Payment Agreement rather than Section A above.

(3) A **beneficiary** shall not vest in his or her benefits until distributed.

(4) Deferred Payment Agreements shall be administered in a manner designed to avoid premature taxation through IRS doctrines of constructive receipt and economic benefit. The **trustee** shall implement such election forms and agreements as may be necessary to accomplish the foregoing, and shall have the power to deny distributions that would otherwise not satisfy the foregoing rules.

(5) Trust accounts subject to a deferral election will be invested by the **trustee**. The **trustee** shall invest said accounts in accordance with any investment policy which the **trustee** may adopt and may amend from time to time. The investment policy may include an investment structure whereby the **trustee** is directed to meet (to the extent possible) hypothetical investment selections made by **beneficiaries** based on limited fund options approved by the **trustee**. The trust may also provide earnings credits (and reductions) to a **beneficiary's** account based on the hypothetical earnings/losses attributable to his or her elections. However, the **trustee**, rather than **beneficiaries**, shall have ultimate authority as to which investments or investment funds are selected for actual investment of trust assets, and the direction of those funds.

C. Early Distributions for Health, Education and Welfare:

- (1) The **trustee** may order the early distribution of trust proceeds provided that the **trustee** determines that (1) the distributed funds will be used solely for the health, education or welfare of the **beneficiary** and (2) the distribution is a result of an unforeseeable emergency.
- (2) An unforeseeable emergency for this purpose is a severe financial hardship to the **beneficiary** resulting from an illness or accident of the **beneficiary**, the **beneficiary's** spouse, the **beneficiary's** contingent **beneficiary**, or a dependent

(as defined in 26 U.S. Code Section 152(a)) of the **beneficiary**, loss of the **beneficiary's** property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the **beneficiary**. Any early withdrawal or modification to a Deferred Payment Agreement hereunder on account of an unforeseeable emergency approved by the **trustee** shall be limited to the amount necessary to meet the emergency, and modification of a deferral agreement may only be made on a prospective basis. An unforeseeable emergency may not exceed the amounts necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the **beneficiary's** assets (to the extent the liquidation of such assets would not itself cause severe financial hardship). The **trustee**, in its discretion, shall determine when a distribution or modification shall be made pursuant to this Section, but in accordance with rules, procedures and limitations deemed necessary for compliance with the Internal Revenue Code including rules against premature taxation due to constructive receipt and/or economic benefit. The existence of an unforeseeable emergency may be made with reference to 26 U.S. Code Section 409A.

- (3) Any petition for early distribution under this provision shall include the following information:
- i. a detailed budget of monies necessary for the **beneficiary's** health, education or welfare;
 - ii. a detailed justification for the need to expend trust funds to meet the **beneficiary's** health, education or welfare needs, including other possible sources of funds or the lack thereof;
 - iii. a showing that the request is for an unforeseeable emergency (as defined in Article III(C)(2)); and
 - iv. a showing that all other resources, including federal, state, local, and tribal assistance, have been exhausted.
- (4) A petition for a distribution under this section for a **beneficiary** under the age of age eighteen (18) must be signed and notarized by the **beneficiary** (when possible) and the **beneficiary's** parent or legal guardian. A petition filed by a **beneficiary** who is eighteen (18) years of age or older may be signed and notarized solely by the **majority age beneficiary**.

D. Minor and Majority-Aged Beneficiaries; Disability and Legal Incompetency:

- (1) Notwithstanding any trust reference to the contrary, all actions by or on behalf of a **minor beneficiary** who is under the age of eighteen (18) must be approved in writing by the **beneficiary** (when possible) and the **beneficiary's** parent or guardian. Actions by or on behalf of a **beneficiary** who has reached the age of eighteen (18) need only be approved by the **majority age beneficiary**.

Trust Enrollment Committee

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- (2) Learning or other disability determinations for purposes of deeming a **majority age beneficiary** to have satisfied the education requirements under the trust shall be made in the sole discretion of the **trustee** based on the review and opinions of a teaching professional or medical provider, as applicable.
- (3) Determinations of legal incompetency for purposes of establishing accounts for a legally incompetent adult's health, education and welfare shall be made by a court of competent jurisdiction in accordance with the laws of the Nation and the Indian Gaming Regulatory Act (IGRA), as applicable.
- (4) In the event that the **trustee** is informed that a review for disability or legal incompetency will be conducted or is being conducted, the **trustee** may postpone any distributions or other actions under the trust pending completion of the review.
- (5) If a majority age beneficiary has been found to be legally incompetent and a guardian has been appointed, the guardian may sign documents referenced in the trust on the beneficiary's behalf.
- E. There shall be no distribution of a **beneficiary's** trust before his/her qualification for distribution under the conditions listed above.

Article IV. Additional funds

Additional funds may be transferred to this trust in any year in which a per capita distribution is made, or as otherwise directed by the General Tribal Council of the Oneida Nation.

Article V. Accounting by Trustee

- A. The **trustee** shall render an accounting of its administration of this trust at thirty (30) day intervals, commencing on October 31, 1994, by delivering to the **trustor** a written accounting of its transactions pursuant to this agreement.
- B. The **trustee** shall, upon written request of a parent or guardian of a **minor beneficiary**, furnish a copy of the most recent valuation to the parent or guardian of the **beneficiary**.
- C. Each accounting furnished to the **trustor** shall be final and conclusive in respect to the transactions disclosed in that account and as to all **beneficiaries** of the trust and, after settlement of the account by reason of the expiration of the sixty (60) day period after the submission of the accounting, the **trustee** shall no longer be liable to any **beneficiary** of the trust in respect to transactions disclosed in the accounting except for the **trustee's** willful fraud. However, the **trustee** may at any time during the sixty (60) day period petition the Oneida Judiciary for a settlement of its accounts submitted pursuant to this agreement.

Article VI. Trustee Powers and Duties.

To carry out the purposes of this trust, the **trustee** is vested with the following powers in addition



to powers already specified in this document and to any powers now or in the future conferred by the Oneida Nation or the State of Wisconsin:

- A. To direct the acquisition and holding of any property, real, personal, or mixed, and to direct the operation at risk of the trust of any property or business received into the trust, as long as the **trustee** deems it advisable to do so, the profit or losses of which will inure to or be chargeable to the trust.
- B. To sell, convey, or otherwise dispose of the whole or any part of any property at any time held hereunder at any time for any price, to any party or parties, in any manner, and upon other terms and conditions, as **trustee** shall deem advisable.
- C. To make such purchases or exchanges at any time, for any prices, in any manner and upon other terms and conditions as **trustee** shall deem advisable, and to invest and reinvest in securities, mortgages, insurance, leases, commodities or other evidence of rights, interests or obligations, secured or unsecured, or other property, real, personal, or mixed as **trustee** shall deem advisable, as long as such investment is in accordance with the investment policies of the **trustor**.
- D. To direct the investment and reinvestment of the principal of the trust in properties of every kind and nature, including specifically, but not limited to, saving accounts, corporate obligations, and stocks and bonds which a reasonable person would acquire for their own account including investments in common trust funds operated by **trustee** where **trustee** deems it in the best interest of the trust to do so.
- E. To have the power to exercise, respecting securities, all rights, powers and privileges of an absolute owner, including, but not limited to: vote stock, give proxies; pay calls for assessments; sell or exercise stock subscription or conversion rights; participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements, and voting trust and assent to corporate sales and other acts; and in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as **trustee** may deem advisable.
- F. To pay or reserve sufficient funds to pay all expenses of management and administration of this trust, all or any part of which may, in **trustee's** discretion, be charged either to income or principal of the trust.
- G. All taxes, assessments, fees, charges and other expenses incurred by **trustee** in the administration or protection of this trust shall be a charge on the trust estate, and prior to final distribution of the trust estate shall be paid by **trustee** in full from principal or income or partially from each in such manner as **trustee** in **trustee's** absolute discretion may determine advisable.
- H. To prescribe the manner in which all checks, stock certificates or other instruments may be signed, endorsed or executed by or for the **trustee**. The **trustee** may appoint or employ such agents, agencies, attorneys, custodians, employees, assistants, accountants or legal or investment counsel as the **trustee** deems advisable. The **trustee** may make execute or deliver any transfer or their instrument or do any ministerial acts necessary or

proper to be done in the execution of any duty imposed upon the **trustee** or for any purpose the **trustee** deems appropriate or desirable. The **trustee** may charge the expense for the above-listed activities to principal or income as the **trustee** shall determine proper.

- I. To do all acts, institute all proceedings, and to exercise all other rights, powers, and privileges that an absolute owner of the property would otherwise have the right to do, subject always to the discharge of the **trustee's** fiduciary obligations.
- J. In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the benefit of this trust, **trustee** shall exercise the judgement and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital.
- K. The enumeration of certain powers in this agreement shall not limit the general or implied powers of the **trustee**. **Trustee** shall have all additional powers that may be necessary to enable **trustee** to administer this trust in accordance with the provisions of this trust instrument, subject only to limitations as may be expressly provided herein.

Article VII. Duration of Trustee Powers

All of the rights, powers, authorities, privileges and immunities given to **trustee** by this agreement shall continue after termination of the trust created hereby until **trustee** shall make actual distribution of all property held by it hereunder.

Article VIII. Assignment of Trust

The interest of all **beneficiaries** shall vest upon the receipt of funds from the trust account of the **beneficiary**.

Besides completing a beneficiary designation form, no **beneficiary** shall have the power to pledge, assign, mortgage, sell or in any manner, transfer or hypothecate any interest which they may have or expect to have in the trust.

The interests of the **beneficiaries** shall not be subject in any manner whatsoever under the direction of the **trustee** to debts, contracts, liabilities, engagements, obligations or torts of such **beneficiary** nor to the claims of the creditors of the **beneficiary**, nor to the process of law.

Article IX. Responsibility Regarding Payments to the Trust Beneficiary When the Nation is Insolvent.

- A. The **trustee** shall cease payment of benefits to trust **beneficiaries** if the Nation is insolvent. The Nation shall be considered "insolvent" for purposes of this trust agreement if the Nation becomes subject to a pending proceeding as a debtor under the United States Bankruptcy Code.
- B. Any assets held by the trust will be subject to the claims of the Nation's general creditors



under federal and other applicable law in the event of insolvency, as defined in Subsection A herein.

(1) The Chairperson of the Nation shall have the duty to inform the **trustee** in writing of the Nation's insolvency. If a person claiming to be creditor of the Nation alleges in writing to the **trustee** that the Nation has become insolvent, the **trustee** shall determine whether the Nation is insolvent and, pending such determination, the **trustee** shall discontinue payment of benefits to trust **beneficiaries**.

(2) Unless the **trustee** has actual knowledge of the Nation's insolvency, or has received notice from the Nation or a person claiming to be a creditor alleging that the Nation is insolvent, the **trustee** shall have no duty to inquire whether the Nation is insolvent. The **trustee** may in all events rely on such evidence concerning the Nation's solvency as may be furnished to it that provides the **trustee** with a reasonable basis for making a determination concerning the Nation's solvency.

i. If at any time the **trustee** has determined that the Nation is insolvent, the **trustee** shall discontinue payments to trust **beneficiaries** and the **trustee** shall hold the assets of the trust for the benefits of the Nation's general creditors; provided that (1) nothing in this trust agreement shall in any way diminish any rights of trust **beneficiaries** to pursue their rights as general creditors of the Nation with respect to benefits due under the trust, the Revenue Allocation Plan or otherwise, and (2) nothing herein shall enhance or grant independent claim rights to the Nation's general creditors that they otherwise would not have against the Nation or its assets.

ii. The **trustee** shall resume the payment of benefits to trust **beneficiaries** in accordance with Subsection 2 only after the **trustee** has determined that the Nation is not insolvent (or is no longer insolvent) or after the legal claims of general creditors as satisfied (through payment or dismissal).

C. Provided that there sufficient assets, if the **trustee** discontinues the payment of benefits from the trust pursuant to Subsection B hereof and subsequently resumes such payments, the first payments following such discontinuance may include the aggregate amount of all payments due to trust **beneficiaries** for the period of such discontinuance, less the aggregate amount of any payments made to trust **beneficiaries** by the Nation in lieu of the payments provided for hereunder during any such period of discontinuance.

D. In the event that any payment hereunder are discontinued (and not made up under Subsection C above or otherwise, the trust **beneficiaries** shall have (to the extent permitted under applicable law) a continuing claim against the Nation for the remaining benefits due under the trust and or the Revenue Allocation Plan.

Article X. Termination of Trust

Unless terminated as otherwise provided for in this document, this trust and all trusts created herein, shall terminate at the date of twenty-two (22) years from the initiation of this trust, or at the expiration of one (1) year after the date on which the youngest **beneficiary** named shall

Trust Enrollment Committee

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qualify for distribution, whichever is later in time.

Upon the termination of this trust, all remaining assets of the trust shall revert to the General Fund of the General Tribal Council of the Oneida Nation.

Article XI. Liability of Trustee

The **trustee**, while acting under the conditions set forth in this document, shall incur no personal or individual liability to any individual or corporation dealing with the **trustee** in administering this trust in accordance with the provisions set out in this document, and may contract in such manner that it shall expressly be exempted from any personal or individual liability, and that its liability shall be limited to the property of the trust estate under its control. In no case shall any party dealing with the **trustee** in connection with the trust or to whom any part of the trust shall be conveyed, sold, leased, or mortgaged by direction of the **trustee**, be obliged to see to the application of any purchase money, rent or money loaned to the **trustee**, or be obliged to see that the terms of this trust have been complied with, or to inquire into the necessity or expediency of any act of the said **trustee**. Each **trustee** or successor **trustee** shall be requested and required to post \$50,000.00 bond.

Article XII. Designation of Trustee

The **trustor** designates the Oneida Trust Enrollment Committee of the Oneida Nation as **trustee**. The **trustee** shall administer and insure the trust under the terms and conditions set out in this agreement.

Article XIII. Resignation or Removal of Trustee

- A. Any **trustee** or successor **trustee** shall have the right to resign any time by giving thirty (30) days written notice thereof to the remaining members of the Oneida Trust Enrollment Committee and the **trustor**.
- B. Any removal of a **trustee** shall be pursuant to the Oneida Removal law.
- C. Selecting and approving a successor **trustee** shall be pursuant to the Oneida Trust Enrollment Committee Bylaws and any other applicable laws.

Article XIV. Successor Trustee

Any successor **trustee** may accept the account rendered and property delivered by a predecessor **trustee** as a full and complete discharge of the predecessor **trustee** and without any duty to examine the books and records of any such predecessor **trustee**.

No successor **trustee** shall be liable or responsible for anything done or omitted to be done by any predecessor **trustee**; to the date such successor **trustee**, nor shall such successor be required to inquire into or take any action concerning the acts of or against any predecessor **trustee** or **trustees**.

Article XV. Dispute Resolution



- A. Disputes between the Oneida Trust Enrollment Committee and the Oneida Business Committee under this Agreement shall be resolved, whenever possible, by meeting and conferring. If a dispute under the trust cannot be resolved, the matter may be resolved by the General Tribal Council at a regular meeting or at a special meeting called for that purpose.
 - (1) In conflicts between the laws of the Oneida Nation and laws of the State, the laws of the Oneida Nation shall take precedence.
- B. If any dispute arises out of the distribution of a beneficiary's interest under the Trust, complaints may be heard in accordance with applicable law or rule.

Article XVI. Severability of Provisions

In any provision of this instrument is unenforceable, the remaining provisions shall, nevertheless, be carried into effect.

Article XVII. Amendment of Trust Agreement

Trustor, without the consent of any **beneficiary**, but with the written consent of **trustee**, may amend or modify the terms and provisions of this trust agreement.

Article XVIII. Coordination with Oneida Nation Laws and Revenue Allocation Plans

This trust shall be construed in accordance with the Nation's Code of Laws and applicable Revenue Allocation Plans, as the same may be amended from time to time, including the Nation's Per Capita law.

Article XIX. Governing Law

This agreement and the dispositions hereunder shall be construed and regulated, and their validity and effect shall be determined by the laws of the Oneida Nation and the State of Wisconsin.

In witness thereof, **trustor** and **trustee** have executed this agreement at Oneida, Wisconsin the day and year first above written.

/s/ Deborah Doxtator
Deborah Doxtator
Chairperson,
Oneida Business Committee
November 09, 1994

/s/ Lois Strong
Lois Strong
Chairperson,
Oneida Trust Committee
November 09, 1994

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on December 12, 2001.

/s/ Gerald Danforth

/s/ Loretta V. Metoxen

Trust Enrollment Committee

onayote'a'ka latiwista?nunha



Gerald Danforth
Chairperson,
Oneida Business Committee
December 12, 2001

Loretta V. Metoxen
Chairperson,
Oneida Trust Committee
December 12, 2001

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on February 23, 2005.

/s/ Cristina Danforth
Cristina Danforth
Chairperson,
Oneida Business Committee
February 23, 2005

/s/ Loretta V. Metoxen
Loretta V. Metoxen
Chairperson,
Oneida Trust Committee
February 23, 2005

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on March 24, 2010.

/s/ Richard G. Hill
Richard G. Hill
Chairperson,
Oneida Business Committee
March 24, 2010

/s/ Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust Committee
March 24, 2010

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on February 13, 2013.

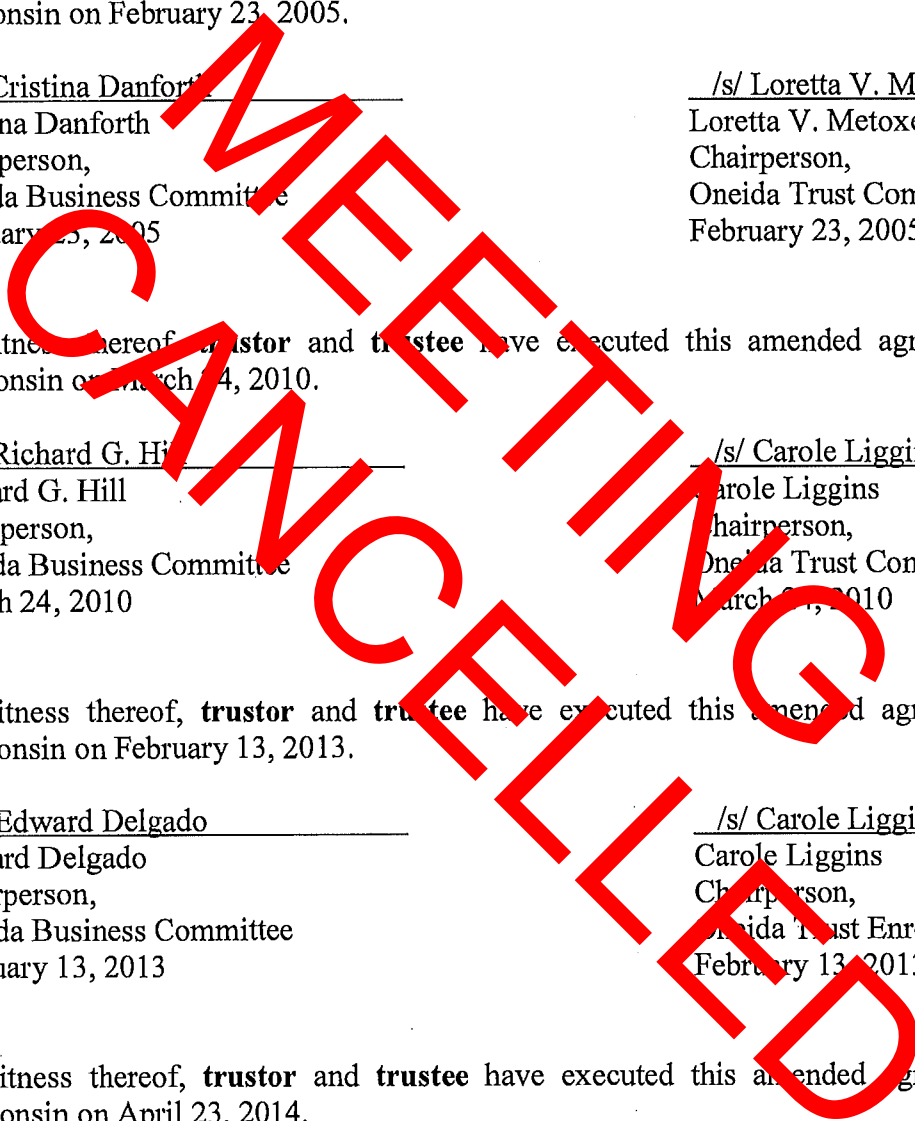
/s/ Edward Delgado
Edward Delgado
Chairperson,
Oneida Business Committee
February 13, 2013

/s/ Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust Enrollment Committee
February 13, 2013

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on April 23, 2014.

/s/ Edward Delgado
Edward Delgado
Chairperson,
Oneida Business Committee
April 23, 2014

/s/ Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust Enrollment Committee
April 23, 2014



Trust Enrollment Committee
onlayote'a'ka latiwista'nunha



In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on May 13, 2015.

/s/ Cristina Danforth
Cristina Danforth
Chairperson,
Oneida Business Committee
May 13, 2015

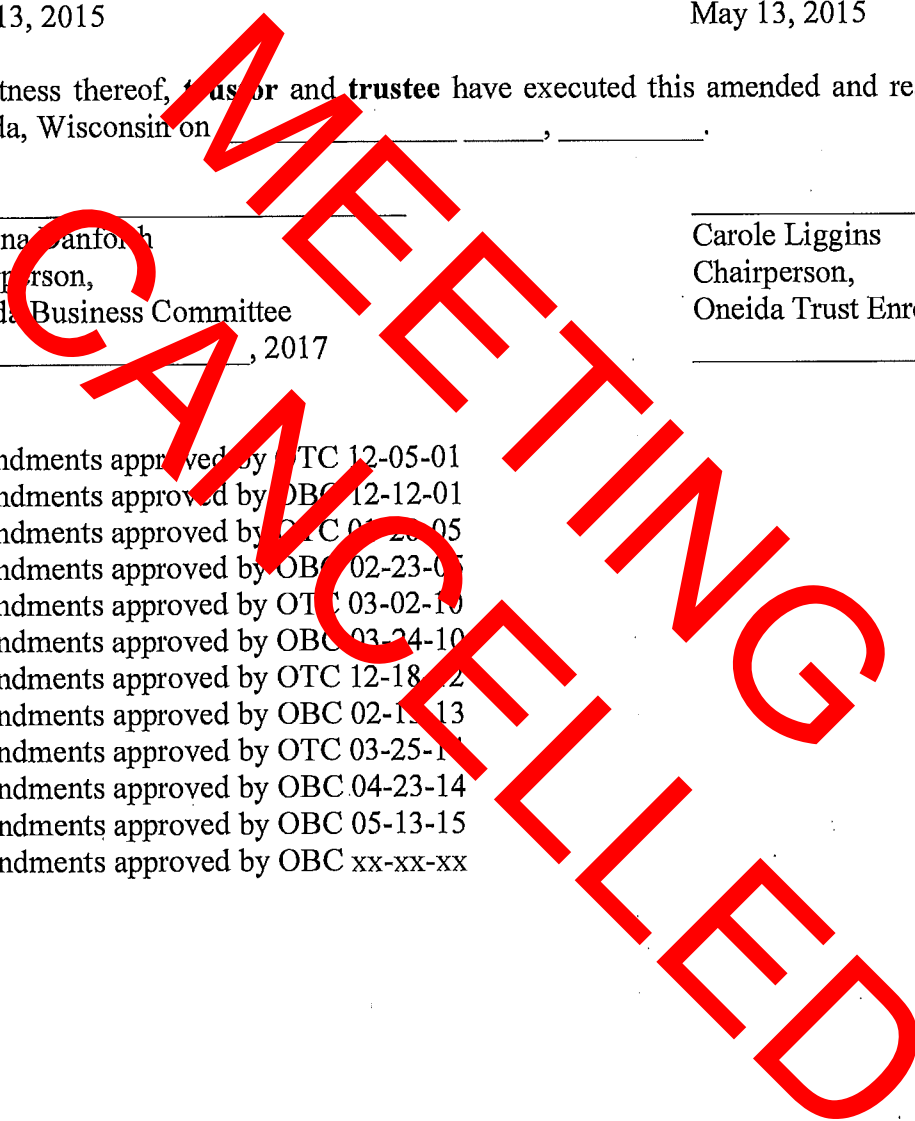
/s/ Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust Enrollment Committee
May 13, 2015

In witness thereof, **trustor** and **trustee** have executed this amended and restated agreement at Oneida, Wisconsin on _____, _____.

Cristina Danforth
Chairperson,
Oneida Business Committee
_____, 2017

Carole Liggins
Chairperson,
Oneida Trust Enrollment Committee
_____, 2017

- Amendments approved by OTC 12-05-01
- Amendments approved by OBC 12-12-01
- Amendments approved by OTC 01-28-05
- Amendments approved by OBC 02-23-05
- Amendments approved by OTC 03-02-10
- Amendments approved by OBC 03-24-10
- Amendments approved by OTC 12-18-12
- Amendments approved by OBC 02-13-13
- Amendments approved by OTC 03-25-14
- Amendments approved by OBC 04-23-14
- Amendments approved by OBC 05-13-15
- Amendments approved by OBC xx-xx-xx





ONEIDA TRUST DEPARTMENT

P.O. Box 365 • ONEIDA, WI 54155

PHONE: (920) 490-3935 FAX: (920) 496-7491

Per Capita Trust Agreement
November 9, 1994

Amended December 12, 2001
Amended February 23, 2005
Amended March 24, 2010
Amended February 13, 2013
Amended April 23, 2014
Amended May 13, 2015

This Trust Agreement is made and entered into on this 9th day of November 1994 between the Oneida Business Committee of the Oneida Tribe of Indians of Wisconsin, acting on behalf of the General Tribal Council of Oneida Tribe of Indians of Wisconsin ("trustor"), and on behalf of the Beneficiaries named herein, and the Oneida Trust Committee of the Oneida Tribe of Indians of Wisconsin ("trustee").

In consideration of the following covenants, the trustor hereby transfers authority to the trustee to administer the trust funds, defined as all Per Capita Distributions of the Oneida Tribe of Indians of Wisconsin which are payable to the beneficiaries named herein. The trustee accepts the authority to hold these funds in trust and to administer these funds, directing investment, reinvestment, and collection of income from the funds. The trustor agrees to hold, administer and distribute the trust under the following terms and conditions:

Article I. Beneficiaries

The beneficiaries of the trust shall be all duly enrolled members of the Oneida Tribe of Indians of Wisconsin who are eligible to receive a Per Capita Distribution in any year in which any such Distribution is made, and who have not yet attained the age of eighteen years by September 1st of the year in which such Distribution is made.

Article II. Trust

- A. The per capita distributions(s) to each beneficiary, together with the net profit and income accumulations therefrom shall comprise an individual and separate trust for that beneficiary. Each trust shall be administered by the trustee as a separate trust but without the necessity of the trustee making physical division of the assets, unless the trustee deems it necessary or advisable to do so. For convenience of administration and investment, the trustee in making a division of the trust of any part thereof, into shares or trust as may be authorized or directed under these provisions, may allot to the trusts an undivided interest in any or all assets of the trust and may make joint investment of the funds in the trusts and may hold trusts as a common fund, dividing the net income and profits proportionately among them.

- B. The Oneida Tribe of Indians of Wisconsin ("Tribe") shall be treated as the grantor and owner of any trusts established herein.
- C. The **trust** hereby established shall be irrevocable.
- D. The **trust** is intended to be a grantor trust, of which the Tribe is grantor, within the meaning of subpart E, subchapter J, Chapter 1 subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.
- E. The Tribe shall have the right at any time and from time to time in its sole discretion, to substitute assets of equal fair market value for any asset held in the **trust**. This right is exercisable by the Tribe in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity.

Article III. Distribution, Death of Beneficiary, Discretionary Payments

A. General Rule / Distribution and Valuation:

- (1) Uniform Distribution Date: All distributions under the **trust** other than those subject to subsections B (deferral), or C (pre-8), or as otherwise provided for and approved herein, shall be processed on a uniform annual distribution date to be set by the Trustee on or after the first day of each fiscal year, October 1. Attempts will be made to establish the Trust's uniform distribution date, when practicable, to coincide with the general distribution date(s) for adult per capita payments to the general membership. For any additional per capita payments, including supplemental payments for members who were eligible but did not make a timely submission, the Trust Committee may establish dates and deadlines associated with those payments, as needed.
- (2) Age 18/Minimum Education Requirements: Except for those accounts subject to a deferred election as set forth in 3, each **beneficiary** shall receive one **trust** account maturity payment of the monies accumulated in the "Minors Trust Fund," including earnings, for that particular **beneficiary** as of the Uniform Distribution Date on or immediately after reaching the age of eighteen (18) if the **beneficiary** provides the Enrollment Department with proof he or she has obtained a high school diploma, a high school equivalency diploma or a general equivalency diploma at least 30 days prior to the Uniform Distribution Date. If such proof is not provided by the **beneficiary** by such date, his or her **trust** funds shall not be disbursed until the Uniform Distribution Date on or immediately after his or her twenty-first (21st) birthday. Minors declared legally incompetent, and minors who have a learning disability or other disability are excepted from the diploma requirement. Funds for a minor declared legally incompetent shall be put into a trust account for the legally incompetent adult. Minors with a disability providing a certificate of twelve (12) years of school attendance will be treated as high school graduates. All accounts reaching maturity throughout the year will be processed and distributed annually, as of the next Uniform Distribution Date.

- (3) Valuation: The value of the **trust** shall be determined on an annual valuation date, which shall be the 30th day of September of each year, and such other dates as established for the valuation of **trust** assets of the **trustee**.
- (4) Death: Upon the death of a **beneficiary** who has not qualified for distribution of his/her trust, his/her **trust** shall be distributed to the **beneficiary's** estate. In all cases, such payment shall be made in the name of the **beneficiary** to be paid to the estate of the **beneficiary** as soon as reasonably practicable following the date of his/her death.

B. Deferral Elections

- (1) Uniform Deferral Date: All deferral elections under the **trust** (as described below) must be entered into on or before July 1 of each year for distributions that would otherwise become payable as of the Uniform Distribution Date for the next fiscal year.
- (2) A **beneficiary** that desires to defer payment to a later date than that set forth in A above may enter into a deferral election subject to RAP Section VIII(C)(5) and the rules and restrictions set forth herein.
 - i. Age 18-21: Each **beneficiary** that would otherwise qualify for a distribution will be provided the option to elect up to three one-year deferrals between the ages of eighteen (18) and twenty-one (21), allowing for all or a portion of the **beneficiary's** then remaining account(s) to become payable on the Uniform Distribution Date following age nineteen (19), twenty (20), and/or twenty-one (21). The **beneficiary** must enter into a Deferred Payment Agreement on or before July 1 of the fiscal year in which the **beneficiary** turns age eighteen (18), nineteen (19) and/or twenty (20) as applicable. Deferral elections prior to age eighteen (18) must be signed by the **beneficiary** and the **beneficiary's** parent or legal guardian.
 - ii. Post-Age 21: Each **beneficiary** will be provided the option to extend the deferrals previously elected under (i) above for up to three (3) three-year options allowing for all or a portion of the **beneficiary's** then remaining account(s) to become payable following age twenty-four (24), twenty-seven (27) and/or thirty (30). The **beneficiary** must enter into a Deferred Payment Agreement on or before July 1 of the fiscal year in which the **beneficiary** turns twenty-one (21), twenty-four (24), and/or twenty-seven (27) as applicable.
 - iii. Deferred Payment Agreements shall, except in the case of Unforeseeable Emergency, be irrevocable. Each Deferred Payment Agreement shall be in a form approved by the **trustee**.

- iv. Distribution of a **beneficiary's** benefits shall thereafter be subject to the terms of the Deferred Payment Agreement rather than Section A above.
- (3) Notwithstanding any other provisions of the **trust** to the contrary, benefits may become payable prior to the regular or Deferred Payment dates set forth above, and annual deferral or payment agreements entered into may be modified, in the case of an Unforeseeable Emergency. An Unforeseeable Emergency for this purpose is a severe financial hardship to the **beneficiary** resulting from an illness or accident of the **beneficiary**, the **beneficiary's** spouse, the **beneficiary's** contingent **beneficiary**, or a dependent (as defined in Code Section 152(a)) of the **beneficiary**, loss of the **beneficiary's** property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the **beneficiary**. Any early withdrawal or modification to a Deferred Payment Agreement hereunder on account of an Unforeseeable Emergency approved by the **trustee** shall be limited to the amount necessary to meet the emergency, and modification of a deferral agreement may only be made on a prospective basis. An Unforeseeable Emergency may not exceed the amounts necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the **beneficiary's** assets (to the extent the liquidation of such assets would not itself cause severe financial hardship). The **trustee**, in its discretion, shall determine when a distribution or modification shall be made pursuant to this Section, but in accordance with rules, procedures and limitations deemed necessary for compliance with the Internal Revenue Code including rules against premature taxation due to constructive receipt and/or economic benefit. The existence of an Unforeseeable Emergency may be made with reference to Code Section 409A.
- (4) A **beneficiary** shall not vest in his benefits until distributed.
- (5) Deferred Payment Agreements shall be administered in a manner designed to avoid premature taxation through IRS doctrines of constructive receipt and economic benefit. The **trustee** shall implement such election forms and agreements as may be necessary to accomplish the foregoing, and shall have the power to deny distributions that would otherwise not satisfy the foregoing rules.
- (6) **Trust** accounts subject to a deferral election will be invested by the **trustees**. The **trustees** shall invest said accounts in accordance with any investment policy which the Trust Committee may adopt and may amend from time to time. The investment policy may include an investment structure whereby the **trustee** is directed to meet (to the extent possible) hypothetical investment selections made by **beneficiaries** based on limited fund options approved by the **trustees**. The **trust** may also provide earnings credits (and reductions) to a **beneficiary's** account based on the hypothetical earnings / losses attributable to his or her elections. However, the

trustees, rather than **beneficiaries**, shall have ultimate authority as to which investments or investment funds are selected for actual investment of **trust** assets, and the direction of those funds.

C. Early Distributions (pre-18) for Health Education and Welfare:

- (1) The Oneida Trust Committee may order distribution of trust proceeds prior to the beneficiary's attainment of the age of eighteen provided that the Oneida Trust Committee determines that (1) the distributed funds will be used solely for the health, education or welfare of the minor beneficiary, and (2) the distribution is a result of an Unforeseeable Emergency.
- (2) Any petition for early distribution under this provision shall include the following information:
 - i. a detailed budget of monies necessary for the beneficiary's health, education, or welfare;
 - ii. a detailed justification for the need to expend Trust funds to meet the beneficiary health, education or welfare needs, including other possible sources of funds or the lack thereof;
 - iii. a showing that the request is for an Unforeseeable Emergency (as defined in Article III, Section B); and
 - iv. and a showing that all other resources, including federal, state, local, and tribal assistance, have been exhausted.
- (3) The showing of an Unforeseeable Emergency shall be made in accordance with the rules and procedures set forth in Article III, Section B.

D. There shall be no distribution of a **beneficiary's trust** before his/her qualification for distribution under the conditions listed.

Article IV. Additional funds

Additional funds may be transferred to this **trust** in any year in which a Per Capita Distribution is made, or as otherwise directed by the General Tribal Council of the Oneida Tribe of Indians of Wisconsin.

Article V. Accounting by Trustee

- A. The **trustee** shall render an accounting of its administration of this **trust** at thirty (30) day intervals, commencing on October 30, 1994, by delivering to the **trustor** a written accounting of its transactions pursuant to this agreement.
- B. The **trustee** shall, upon written request of a parent or guardian of a **beneficiary**, furnish a copy of the most recent valuation to the parent or guardian of the **beneficiary**.
- C. Each accounting furnished to the **trustor** shall be final and conclusive in respect to the transactions disclosed in that account and as to all **beneficiaries** of the **trust** and, after

settlement of the account by reason of the expiration of the sixty (60) day period after the submission of the accounting, the **trustee** shall no longer be liable to any **beneficiary** of the **trust** in respect to transactions disclosed in the accounting except for the **trustee's** will fraud. However, the **trustee** may at any time during the sixty (60) day period petition the Oneida Appeals Commission for a settlement of its accounts submitted pursuant to this agreement.

Article VI. Trustee Powers and Duties.

To carry out the purposes of this **trust**, the **trustee** is vested with the following powers in addition to powers already specified in this document and to any powers now or in the future conferred by the Oneida Tribe of Indians of Wisconsin or the State of Wisconsin:

- A. To direct the acquisition and holding of any property, real, personal, or mixed, and to direct the operation at risk of the **trust** of any property or business received into the **trust**, as long as the **trustee** deems it advisable to do so, the profit or losses of which will inure to or be chargeable to the **trust**.
- B. To sell, convey, or otherwise dispose of the whole or any part of any property at any time held hereunder at any time for any price, to any party or parties, in any manner, and upon other terms and conditions, as **trustee** shall deem advisable.
- C. To make such purchases or exchanges at any time, for any prices, in any manner and upon other terms and conditions as **trustee** shall deem advisable, and to invest and reinvest in securities, mortgages, insurance leases, commodities or other evidence of rights, interests or obligations, secured or unsecured, or other property, real, personal, or mixed as **trustee** shall deem advisable as long as such investment is in accordance with the investment policies of the **trust**.
- D. To direct the investment and reinvestment of the principal of the **trust** in properties of every kind and nature, including specifically, but not limited to, saving accounts, corporate obligations, and stocks and bonds, which a reasonable person would acquire for their own account, including investments in common trust funds operated by **trustee** where **trustee** deems it in the best interest of the **trust** to do so.
- E. To have the power to exercise, respecting securities, all rights, powers and privileges of an absolute owner, including, but not limited to, vote stock; give proxies; pay calls for assessments; sell or exercise stock subscription or conversion rights; participate in foreclosures, reorganizations, consolidations, mergers, liquidations, pooling agreements, and voting trust and assent to corporate sales and other acts; and in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as **trustee** may deem advisable.
- F. To pay or reserve sufficient funds to pay all expenses of management and administration of this **trust**, all or any part of which may, in **trustee's** discretion, be charged either to

income or principal of the **trust**.

- G. All taxes, assessments, fees, charges and other expenses incurred by **trustee** in the administration or protection of this **trust** shall be a charge on the **trust** estate, and prior to final distribution of the **trust** estate shall be paid by **trustee** in full from principal or income or partially from each in such manner as **trustee** in **trustee's** absolute discretion may determine advisable.
- H. To prescribe the manner in which all checks, stock certificates or other instruments may be signed, endorsed or executed by or for the **trustee**. The **trustee** may appoint or employ such agents, agencies, attorney, custodians, employees, assistants, accountants or legal or investment counsel as the **trustee** deems advisable. The **trustee** may make execute or deliver any transfer of their instrument or do any ministerial acts necessary or proper to be done in the execution of any duty imposed upon the **trustee** or for any purpose the **trustee** deems appropriate or desirable. The **trustee** may charge the expense for the above-listed activities to principal or income as the **trustee** shall determine proper.
- I. To do all acts, institute all proceedings, and to exercise all other rights, powers, and privileges that an absolute owner of the property would otherwise have the right to do, subject always to the discharge of the **trustee's** fiduciary obligations.
- J. In investing, reinvesting, purchasing, acquiring, exchanging and selling property for the benefit of this **trust** **trustee** shall exercise the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital.
- K. The enumeration of certain powers in this agreement shall not limit the general or implied powers of the **trustee**. **Trustee** shall have all additional powers that may be necessary to enable **trustee** to administer this **trust** in accordance with the provisions of this **trust** instrument, subject only to limitations as may be expressly provided herein.

Article VII. Duration of Trustee Powers

All of the rights, powers, authorities, privileges and immunities given to **trustee** by this agreement shall continue after termination of the **trust** created hereby until **trustee** shall made actual distribution of all property held by it hereunder.

Article VIII. Assignment of Trust

The interest of all **beneficiaries** shall vest upon the receipt of funds from the **trust** account of the **beneficiary**.

No **beneficiary** shall have the power to pledge, assign, mortgage, sell or in any manner, transfer or hypothecate any interest which they may have or expect to have in the **trust**.

The interests of the **beneficiaries** shall not be subject in any manner while under the direction of the **trustee** to debts, contracts, liabilities, engagements, obligations or torts of such **beneficiary** nor to the claims of the creditors of the **beneficiary**, nor to the process of law.

**Article IX. Responsibility Regarding Payments to the
Trust Beneficiary When the Tribe is Insolvent.**

- A. The **trustee** shall cease payment of benefits to **trust beneficiaries** if the Tribe is Insolvent. The Tribe shall be considered "Insolvent" for purposes of this **trust agreement** if the Tribe becomes subject to a pending proceeding as a debtor under the United States Bankruptcy Code.
- B. Any Assets held by the **trust** will be subject to the claims of the Tribe's general creditors under federal and other applicable law in the event of insolvency, as defined in Subsection A herein.
- (1) The Chairperson of the Tribe shall have the duty to inform the **trustee** in writing of the Tribe's Insolvency. If a person claiming to be creditor of the Tribe alleges in writing to the **trustee** that the Tribe has become Insolvent, the **trustee** shall determine whether the Tribe is Insolvent and, pending such determination, the **trustee** shall discontinue payment of benefits to **trust beneficiaries**.
- (2) Unless the **trustee** has actual knowledge of the Tribe's Insolvency, or has received notice from the Tribe or a person claiming to be a creditor alleging that the Tribe is Insolvent, the **trustee** shall have no duty to inquire whether the Tribe is Insolvent. The **trustee** may in all events rely on such evidence concerning the Tribe's solvency as may be furnished to it that provides the **trustee** with a reasonable basis for making a determination concerning the Tribe's solvency.
- i. If at any time the **trustee** has determined that the Tribe is Insolvent, the **trustee** shall discontinue payments to **trust beneficiaries** and the **trustee** shall hold the assets of the **trust** for the benefits of the Tribe's general creditors; provided that (i) nothing in this **trust agreement** shall in any way diminish any rights of **trust beneficiaries** to pursue their rights as general creditors of the Tribe with respect to benefits due under the **trust**, the Gaming Allocation Plan or otherwise, and (ii) nothing herein shall enhance or grant independent claim rights to the Tribe's general creditors that they otherwise would not have against the Tribe or its assets.
- ii. The **trustee** shall resume the payment of benefits to **trust beneficiaries** in accordance with Subsection 2 only after the **trustee** has determined that the Tribe is not insolvent (or is no longer insolvent) or after the legal claims of general creditors as satisfied (through payment or dismissal).
- C. Provided that there sufficient assets, if the **trustee** discontinues the payment of benefits

from the **trust** pursuant to Subsection 3b hereof and subsequently resumes such payments, the first payments following such discontinuance shall include the aggregate amount of all payments due to **trust beneficiaries** for the period of such discontinuance, less the aggregate amount of any payments made to **trust beneficiaries** by the Tribe in lieu of the payments provided for hereunder during any such period of discontinuance.

- D. In the event that any payment hereunder are discontinued (and not made up under Subsection 3c above or otherwise, the **trust beneficiaries** shall have (to the extent permitted under applicable law) a continuing claim against the Tribe for the remaining benefits due under the **trust** and or the Gaming Allocation Plan.

Article X. Termination of Trust

Unless terminated as otherwise provided for in this document, this **trust** and all trusts created herein, shall terminate at the date of twenty-two years from the initiation of this **trust**, or at the expiration of one year after the date on which the youngest **beneficiary** named shall qualify for distribution, whichever is later in time.

Upon the termination of this **trust**, all remaining assets of the **trust** shall revert to the General Fund of the General Tribal Council of the Oneida Tribe of Indians of Wisconsin.

Article XI. Liability of Trustee

The **trustee**, while acting under the conditions set forth in this document, shall incur no personal or individual liability to any individual or corporation dealing with the **trustee** in administering this **trust** in accordance with the provisions set out in this document, and may contract in such manner that it shall expressly be exempted from any personal or individual liability, and that its liability shall be limited to the property of the **trust** estate under its control. In no case shall any party dealing with the **trustee** in connection with the **trust** or to whom any part of the **trust** shall be conveyed, sold, leased, or mortgaged by direction of the **trustee**, be obliged to see to the application of any purchase money, rent or money loaned to the **trustee**, or be obliged to see that the terms of this **trust** have been complied with, or to inquire into the necessity or expediency of any act of the said **trustee**. Each **trustee** or successor **trustee** shall be requested and required to post \$50,000.00 bond.

Article XII. Designation of Trustee

The **trustor** designates the Oneida Trust Committee of the Oneida Tribe of Indians of Wisconsin as **trustee**. The **trustee** shall administer and distribute the **trust** under the terms and conditions set out in this agreement.

Article XIII. Resignation or Removal of Trustee

- A. Any **trustee** or successor **trustee** shall have the right to resign any time by giving thirty days written notice thereof to the Trust Committee and the **trustor**.
- B. Any removal of a **trustee** shall be pursuant the Oneida Removal Ordinance.

- C. That upon the resignation, removal, or death of any **trustee** or successor **trustee**, the Chairman of the Oneida Trust Committee will select or nominate a candidate subject to the approval of the Trust Committee. Upon the approval of a successor by the Trust Committee, notice shall be sent to the Oneida Business Committee informing them of the selection of a new Trust Committee member. The successor will then serve out the terms. If the resignation or death occurs with more than one year left of the three (3) year term of the predecessor **trustee**, a new committee member will be elected at the next General Tribal Council election to serve out the remainder of that term. Any successor **trustee** shall have all the immunities, rights, duties, and powers, discretionary or otherwise, granted to the **trustee** herein.

Article XIV. Successor Trustee

Any successor **trustee** may accept the account rendered and property delivered by a predecessor **trustee** as a full and complete discharge of the predecessor **trustee** and without any duty to examine the books and records of any such predecessor **trustee**.

No successor **trustee** shall be liable or responsible for anything done or omitted to be done by any predecessor **trustee**; to the date such successor **trustee** nor shall such successor be required to inquire into or take any action concerning the suits of or against any predecessor **trustee** or **trustees**.

Article XV. Dispute Resolution

- A. Disputes between the Oneida Trust Committee and the Oneida Business Committee under this provision shall be negotiated by the parties to this agreement. If the matter cannot be resolved, the matter shall be resolved by the General Tribal Council at a regular meeting or at a special meeting called for that purpose.
- (1) In conflicts between the laws of the Oneida Tribe of Indians of Wisconsin and laws of the State the laws of the Oneida Tribe of Indians shall take precedence over the laws of Wisconsin.
- B. If any dispute arises out of the distribution of a beneficiary's interest under the Trust, all such matters shall be resolved according to the procedures set forth in the Oneida Administrative Procedures Act, except as otherwise provided in the Oneida Tribe of Indians of Wisconsin Revenue Allocation Plan.

Article XVI. Severability of Provisions

In any provision of this instrument is unenforceable, the remaining provisions shall, nevertheless, be carried into effect.

Article XVII. Amendment of Trust Agreement

Trustor, without the consent of any **beneficiary**, but with the written consent of **trustee**, may

amend or modify the terms and provisions of this **trust agreement**.

Article XVIII. Governing Law

This agreement and the dispositions hereunder shall be construed and regulated, and their validity and effect shall be determined by the laws of the Oneida Tribe of Indians of Wisconsin and the State of Wisconsin.

In witness thereof, **trustor** and **trustee** have executed this agreement at Oneida, Wisconsin the day and year first above written.

/s/ Deborah Doxtator
Deborah Doxtator
Chairperson,
Oneida Business Committee
November 09, 1994

/s/ Lois Strong
Lois Strong
Chairperson,
Oneida Trust Committee
November 09, 1994

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on December 12, 2001.

/s/ Gerald Danforth
Gerald Danforth
Chairperson,
Oneida Business Committee
December 12, 2001

/s/ Loretta V. Metoxen
Loretta V. Metoxen
Chairperson,
Oneida Trust Committee
December 12, 2001

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on February 23, 2005.

/s/ Cristina Danforth
Cristina Danforth
Chairperson,
Oneida Business Committee
February 23, 2005

/s/ Loretta V. Metoxen
Loretta V. Metoxen
Chairperson,
Oneida Trust Committee
February 23, 2005

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on March 10, 2010.

/s/ Richard G. Hill

/s/ Carole Liggins

Richard G. Hill
Chairperson,
Oneida Business Committee
March 24, 2010

Carole Liggins
Chairperson,
Oneida Trust Committee
March 24, 2010

In witness thereof, **trustor** and **trustee** have executed this amended agreement at Oneida, Wisconsin on February 13, 2013.

/s/ Edward Delgado
Edward Delgado
Chairperson,
Oneida Business Committee

/s/ Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust/Enrollment Committee

IN WITNESS WHEREOF, the Oneida Business Committee and the Oneida Trust Committee have caused this Fifth Amendment to the Trust to be executed by their duly authorized representative this 23rd day of April 2014.

/s/ Edward Delgado
Edward Delgado
Chairperson,
Oneida Business Committee

/s/ Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust/Enrollment Committee

IN WITNESS WHEREOF, the Oneida Business Committee and the Oneida Trust Committee have caused this Fifth Amendment to the Trust to be executed by their duly authorized representative this 13th day of May 2015.

Cristina Danforth
Cristina Danforth
Chairperson,
Oneida Business Committee

Carole Liggins
Carole Liggins
Chairperson,
Oneida Trust/Enrollment Committee

- Amendments approved by OTC 12-05-01
- Amendments approved by OBC 12-12-01
- Amendments approved by OTC 01-28-05
- Amendments approved by OBC 02-23-05
- Amendments approved by OTC 03-02-10
- Amendments approved by OBC 03-24-10
- Amendments approved by OTC 12-18-12
- Amendments approved by OBC 02-13-13
- Amendments approved by OTC 03-25-14
- Amendments approved by OBC 04-23-14
- Amendments approved by OTC 03-17-15
- Amendments approved by OBC 05-13-15

Regular Trust Enrollment Minutes
28 February 2017
Page 5 of 5

E. Per Capita Trust Agreement (Minors)

Attorney Collins updated OTEC on the 7th amendment to the Per Capita Trust Agreement.

Debra Powless motioned to approve the summary of amendments to the Per Capita Trust Agreement and for the Trust Enrollment Department to forward the final agreement to the Oneida Business Committee. Seconded Loretta Metoxen. Motion carried unanimously.

[REDACTED]

CANCELLED

Regular Trust Enrollment Committee Minutes
23 May 2017
Page 2 of 5

[REDACTED]

D. Per Capita Trust Agreement (Minors)

3-30-17 No update. Regular meeting rescheduled due to lack of OTEC forum. 4-4-17 Motion to accept update and remove from agenda.

23-5-17 Status Update

Loretta Metoxen motioned to approve the 8th revision of the 7th amendment to the Per Capita Trust Agreement for minor trust accounts. Seconded by nine Senandore-Cornelius. Motion carried unanimously.

[REDACTED]

CANCELLED

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Purpose: Grant agreement between Public Service Commission of WI, Office of Energy Innovation and Oneida Nation for a \$23,280 grant to support the Solar Deployment on Tribal Facilities project.

Background: Funds to be used for financial and legal consultant fees, training, permitting, and equipment installation.

Action: Approve and provide contract signature to initiate agreement and gain access to grant funds.

CANCELLED

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

ONEIDA LAW OFFICE
CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Michael Troge
Business Committee

Use this number on future correspondence:

2017-0618

FROM: James R. Bittorf, Deputy Chief Counsel

DATE: May 31, 2017

RE: Public Service Commission of Wisconsin

<i>Purchasing Department Use</i>	
<input checked="" type="checkbox"/>	Contract Approved
<input type="checkbox"/>	Contract Not Approved <i>(see attached explanation)</i>

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

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

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution because it contains a waiver of sovereign immunity. Article 23 of the General Terms and Conditions requires the Nation to return excess funds, and grants the Office of Energy Innovation "the right to recover such funds by any other legal means including litigation if necessary," and requires the Nation to "indemnify and hold harmless the OEI for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurred [sic] in recovering such funds, irrespective of whether the funds are recovered."

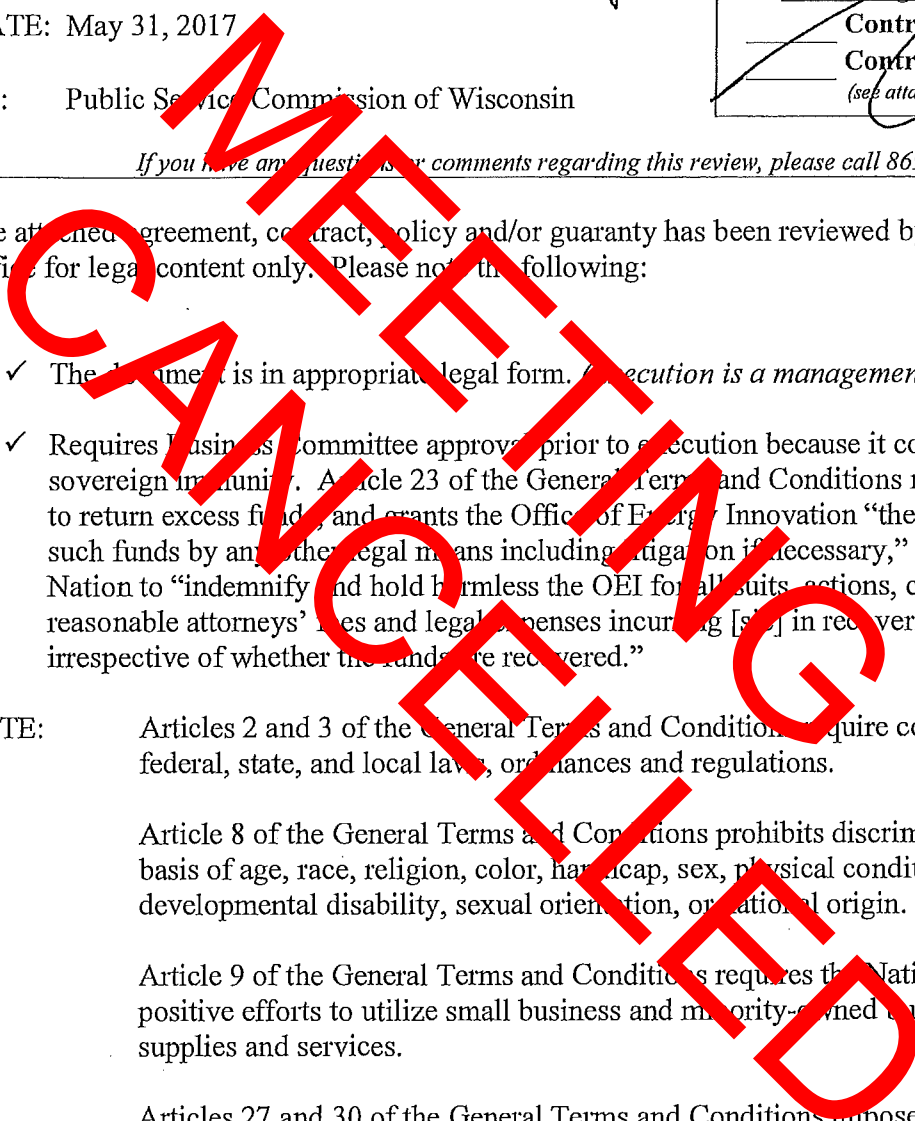
NOTE: Articles 2 and 3 of the General Terms and Conditions require compliance with all federal, state, and local laws, ordinances and regulations.

Article 8 of the General Terms and Conditions prohibits discrimination on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

Article 9 of the General Terms and Conditions requires the Nation to make positive efforts to utilize small business and minority-owned business sources of supplies and services.

Articles 27 and 30 of the General Terms and Conditions impose audit requirements, and Article 29 requires the Nation to submit quarterly reports.

Article 30 of the General Terms and Conditions requires the Nation to use State of Wisconsin competitive procurement practices.



JMB

JMB

AGREEMENT

Between the

PUBLIC SERVICE COMMISSION OF WISCONSIN
OFFICE OF ENERGY INNOVATION

and

ONEIDA NATION

THIS AGREEMENT is made and entered into by and between the Public Service Commission of Wisconsin Office of Energy Innovation ("OEI") representing the State of Wisconsin, and ONEIDA NATION ("Contractor") (collectively "parties") for the Performance Period of the date this agreement is signed by the OEI and the Contractor through December 31, 2017.

WHEREAS, on behalf of the State, the OEI administers the State Energy Program-Planning for and Implementing Clean Energy Investments in Wisconsin Communities ("Program") to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the OEI has approved an award to the Contractor in the amount of \$23,280.00 for eligible activities herein described; and

WHEREAS, the terms and conditions hereof shall survive the Performance Period and shall continue in full force and effect until the Contractor has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and distinguished from all previous Agreements between the Contractor and the OEI and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent covenants, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments and the initial work plan delivered under this Agreement)

BY: _____
Melinda J. Danforth

BY: _____
Sara Klein

TITLE: Vice-Chairwoman

TITLE: Administrator, Division of Business and Program Management

DATE: _____

DATE: _____

Catalog of Federal Domestic Assistance (CFDA) Number: 81.041

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The OEI employee responsible for the administration of this Agreement shall be the Division of Business and Program Management Administrator or their designee and who shall represent the OEI's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Contractor's employee responsible for the administration of this Agreement shall be **Michael Troge, Environmental Project Manager**, who shall represent the Contractor's interest regarding Agreement performance, financial records and related considerations. The OEI shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. The Contractor shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct. In addition, the Contractor pledges to make by and comply with the following requirements:

1. Contract funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the OEI.
2. The Contractor, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wisconsin Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Contractor shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Contractor thereby, there shall be no personal liability upon the OEI, it being understood that in such matters the OEI act as agents and representatives of the State.

The Contractor shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its agents or subcontractors, in performing work under this Agreement. The Contractor shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Contractor and subcontractor(s) to perform services or otherwise supply products or services. The Contractor shall also hold the OEI harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Contractor is also the recipient of OEI funds under the same or a separate contract program, then the OEI funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

The Contractor shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (ATTACHMENTS A and B respectively). In the event of a conflict between the summary in Attachments A and B and the application and/or other supporting documents previously submitted to the State by the Contractor, Attachments A and B shall control. Changes to the Scope of Work shall be by written agreement of both the OEI and the Contractor.

ARTICLE 5. STANDARDS OF PERFORMANCE

The Contractor shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the OEI, and any applicable professional standards.

ARTICLE 6. SUBLET OR ASSIGNMENT OF AGREEMENT

The Contractor, its agents, or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the OEI. The OEI reserves the right to reject any subcontractor after notification. The Contractor shall provide the OEI with a copy of any executed subcontract or accepted subcontractor bid for the purpose of administering this Agreement which relates to activities funded and which exceeds the amount shown in ATTACHMENT B. The Contractor shall be responsible for all matters involving any subcontractor engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a subcontractor. The OEI bears no responsibility for subcontractor compliance, performance, or dispute resolution hereunder.

ARTICLE 7. DISCLOSURE STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 1% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Contractor shall not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the OEI and the employer of such person or persons.

ARTICLE 8. NONDISCRIMINATION EMPLOYMENT

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.11(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor shall take affirmative action to ensure equal employment opportunities. The Contractor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State of Wisconsin setting forth the provisions of the nondiscrimination clause.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Contractor shall submit the Affirmative Action Plan/exemption statement to the Public Service Commission of Wisconsin, P.O. Box 7854, Madison, Wisconsin 53707-7854 and the OEI, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Failure to comply with the conditions of this clause may result in the declaration of Contractor ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 9. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Contractor shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 10. TERMINATION OF AGREEMENT

The OEI may terminate this Agreement at any time with or without cause by delivering written notice to the Contractor by Certified Mail, Return Receipt Requested, not less than 10 days prior to the effective date of termination. The postmark date of the written notice the OEI causes to be delivered to the Contractor by Certified Mail, Return Receipt Requested,

shall be the effective date of notice of termination. Upon termination, the OEI's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the OEI.

The Contractor may terminate this Agreement at any time with or without cause by delivering written notice to the OEI by Certified Mail, Return Receipt Requested, not less than 10 days prior to effective date of termination. The postmark date of the written notice the Contractor causes to be delivered to the OEI by Certified Mail, Return Receipt Requested, shall be the effective date of notice of termination. Upon receipt of termination notice, the Contractor shall make available to the OEI program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Contractor shall refund to the OEI within forty-five (45) days of the effective date of notice of termination any payment made by the OEI to the Contractor which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 11. TERMINATION FOR NON-APPROPRIATION

The OEI reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the Legislature.

ARTICLE 12. FAILURE TO PERFORM

The OEI reserves the right to suspend payment of funds if required reports are not provided by the Contractor to the OEI on a timely basis or if performance of contracted activities is not evidenced. The OEI further reserves the right to suspend payment of funds under this Agreement if there are deficiencies noted to the required reports or if performance of contracted activities is not evidenced on other contracts between the OEI and the Contractor in whole or in part.

The Contractor's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the OEI and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 13. PUBLICATIONS

The Contractor may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Public Service Commission of Wisconsin, Office of Energy Innovation, and may be copyrighted in its name. The Contractor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for governmental purposes.
- b) The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Public Service Commission of Wisconsin, Office of Energy Innovation, under the terms and conditions of this Agreement."

ARTICLE 14. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 15. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 16. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 17. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 18. EXTRA WORK

If the OEI desires to have the Contractor perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the OEI and the Contractor. Work under such amendment shall not proceed unless and until so authorized by the OEI.

FISCAL TERMS AND CONDITIONS**ARTICLE 19. AVAILABILITY OF FUNDS**

The appropriation from which payments are to be made is authorized under Sections 16.54 (*federal fund spending authority*).

ARTICLE 20. VARIANCES

Contract variances may be permissible as outlined in ATTACHMENT A. A variance shall not be used to authorize a revision of the amount awarded or a change in the Performance Period. Such changes shall be made by amendment to the Agreement.

ARTICLE 21. LIMITATION ON COSTS

The OEI's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed **Total Contract Amount (\$23,280.00)** for eligible costs (see Budget attached as ATTACHMENT B). Changes to this Agreement that do not affect the Budget total may be made by written agreement of both the OEI and the Contractor.

ARTICLE 22. ELIGIBLE COSTS

Eligible costs are those costs which can be audited and which are directly attributable to conducted activities and identified and approved in the Contract Application.

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the OEI.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the OEI.

ARTICLE 23. REIMBURSEMENT OF FUNDS

The Contractor shall return to the OEI or other appropriate governmental agency or entity any funds paid to the Contractor in excess of the allowable eligible costs under this Agreement. If the Contractor fails to return excess funds, the OEI may deduct the appropriate amount from subsequent payments due to the Contractor from the OEI. The OEI also reserves the

right to recover such funds by any other legal means including litigation if necessary. The Contractor shall indemnify and hold harmless the OEI for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurring in recovering such funds, irrespective of whether the funds are recovered.

The Contractor shall be responsible for reimbursement to the OEI for any disbursed funds, which are determined by the OEI to have been misused or misappropriated. The OEI may also require reimbursement of funds if the OEI determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the OEI, with or without termination, shall be due within forty-five (45) days after giving written notice to the Contractor.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Contractor shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 25. FINANCIAL MANAGEMENT

The Contractor agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ATTACHMENT A and with standards established by the OEI to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 26. METHOD OF PAYMENT

Payments are to be used exclusively for eligible costs incurred during the Performance Period. The OEI shall make payment to the Contractor upon receipt of a quarterly invoice submitted to the following address:

Fiscal Department
Public Service Commission of Wisconsin
Division of Business and Program Management
610 North Whitney Way
PO Box 7854
Madison, WI 53707-7854

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs.
- b) The final invoice shall be submitted to the OEI no later than thirty (30) days following termination of this Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 27. SINGLE AUDIT REQUIREMENT

The Contractor shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

NOTE: The funding source (federal or state) of this Agreement is identified in Attachment B.

Federal Funded Awards:

Governmental Contractors, or their assignees, that expend \$750,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1996, OMB Circular A-133, and the State Single Audit Guidelines issued by the Department of Administration. Audit reports are due to the OEI within 180 days of the close of the fiscal year, unless waived by the OEI.

Contract No. 17-18

Non-profit Contractors, or their assignees, that **expend** \$750,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1996, OMB Circular A-133 and the State Single Audit Guidelines issued by the Department of Administration. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the OEI within 180 days of the close of the fiscal year, unless waived by the OEI.

For-profit Contractors, or their assignees, that **expend** \$750,000 or more in a single year from awards which funding originated from Federal Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards for which funding originated from Federal Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the OEI within 180 days of the close of the fiscal year, unless waived by the OEI.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management shall be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$750,000 in a single year, the Contractor, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

State Funded Awards:

NOTE: If an audit is required under OMB Circular A-133 as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental, Non-profit and For-profit Contractors, or their assignees, that **expend** \$100,000 or more in a single year from awards for which funding originated from State Government sources shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles, Generally Accepted Auditing Standards and Government Auditing Standards. In addition, a separate footnote or schedule shall be included listing all awards for which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit. Audit reports are due to the OEI within 180 days of the close of the fiscal year, unless waived by the OEI.

One (1) copy of the Audit along with the Management Letter shall be submitted to the address listed below. Responses and corrective action to be taken by management shall be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from State Government sources is less than \$100,000 in a single year, the Contractor, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Submit To:

Send one copy of the Audit and Management Letter or the letter confirming that the audit requirements are not applicable to:

Fiscal Department
Public Service Commission of Wisconsin
Division of Business and Program Management
PO Box 7854
Madison, Wisconsin 53707-7854
DOADOASSingleAuditCoordinator@wisconsin.gov

ARTICLE 28. EXAMINATION OF RECORDS

The OEI, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Contractor's premises any directly pertinent records and computer files of the Contractor involving transactions relating to this Agreement. Similarly, the OEI shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Contractor shall provide copies of these materials in the automated format or such computer file as

may be requested by the OEI. Such material shall be retained for three years by the Contractor following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Contractor shall notify the OEI in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Contractor of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Contractor and shall be reimbursed by the OEI.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any indirect contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Contractor shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 29. PERFORMANCE REPORTS

The Contractor shall submit Performance Reports to the OEI on a quarterly basis as long as this Agreement is in effect. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Performance Reports shall identify the status of progress of tasks as provided in the Scope of Work.
2. The Final Performance Report shall be submitted no later than 60 days following termination of this Agreement and include;
 - a. A summary of the work performed;
 - b. A data report in a format that is consistent with OEI standards;
 - c. A final financial report and a short narrative of problems and achievements, all of which shall be consistent with any format instructions provided by the OEI.
3. Additional reporting may be required as identified in ATTACHMENT A Scope of Work.

SPECIAL TERMS AND CONDITIONS

ARTICLE 30. COMPETITIVE PROCUREMENT PRACTICES

The Contractor shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 31. REASONABLE COSTS

The Contractor shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 32. AUDITS

Contractor shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the OEI and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 33. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Contractor's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 34. PATENT INFRINGEMENT

The Contractor selling to the OEI or State of Wisconsin any articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of any articles described herein shall not infringe any United States patent. The Contractor covenants that it shall, at its own expense, defend every suit which shall be brought against the OEI or State of Wisconsin (provided that such Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 35. PROGRAM INCOME

Program income means gross income received by the Contractor that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the OEI; proceeds derived after the Agreement close out from the disposition of real property acquired; and any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. Not any time changes in the use of Program income are considered, the Contractor shall submit a plan detailing the proposed uses of Program income to the OEI for approval. Should the Contractor decide following Agreement close out to discontinue using Program income for such purposes, the Contractor shall return the Program income balance and any additional Program income accrued to the OEI by January 31 of the following year.

ARTICLE 36. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the OEI shall receive complimentary registrations and/or exhibit booth space, if requested.

ARTICLE 37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies that to the best of its knowledge and belief, that it and its principal participants:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

**ATTACHMENT A
SCOPE OF WORK**

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Summary:

The Contractor will use grant funds to support a legal review of contract language associated with a large scale solar photovoltaic (PV) deployment project (as prescribed by the Oneida 25 by 25 plan authored in 2009). Funds will also be applied to financial modeling of future cash flows from the solar PV arrays, project permitting, and operations and maintenance training for Tribal employees who will maintain the systems.

Site Specific Deliverables and Milestones:

Clean Energy Investments in Wisconsin Communities. The Contractor shall:

1. Agree to share EPA Portfolio Manager Data with OEI in order to verify savings and EUI reduction.
2. Provide reports with pictures, maintenance savings information, and lessons learned.
3. Report energy savings in spreadsheet provided by OEI.

Additional Deliverables. The Contractor shall:

1. Submit complete documentation/invoice for reimbursement.
2. Comply with and submit timely reports related to the program.
3. Comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

Funding:

Funding in the amount up to \$23,200.00 is provided using funds granted by the U.S. DOE to cover a portion of project costs as detailed in the budget section below.

Invoicing:

The Contractor shall submit all the required documentation (i.e. invoice for reimbursement, etc.) to the OEI for reimbursement, after project is complete.

Site Visits:

U.S. DOE and its authorized representatives have the right to make site visits at reasonable times to review project accomplishments and installations and to provide technical assistance, if required. The Contractor must provide reasonable access to facilities, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

Period of Performance:

This Agreement becomes effective on the date it is signed by the OEI and terminates on December 31, 2017.

Publications:

An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0007494."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Reporting Requirements:

QUARTERLY REPORT:

The Contractor shall provide OEI with periodic updates, as shown in the table below, during the term of this Agreement.

The reports shall include:

1. Project Development/Status Information.
2. Project planned and unexpected costs.
3. Resiliency benefits and training.
4. Marketing opportunities/ promotions.
5. Lessons learned and continuous improvement efforts.

The timeline for these reports is below:

Reporting Period	Report Due
Signature date September 30th	October 15 th
October 1 st - December 31 st	January 15 th

CANCELLED

**ATTACHMENT B
BUDGET**

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Category	Requested from OEI (\$)	Match (\$)	Total
Personnel			
Fringe			
Travel			
Supplies			
Equipment	\$12,640.00	\$3,160.00	\$15,800.00
Other	\$10,640.00	\$2,660.00	\$13,300.00
Total Direct Costs			
Indirect			
Total Year One Budget	\$23,280.00	\$5,820.00	\$29,100.00

CANCELLED

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Request to post for (1) vacancy on the Oneida Personnel Commission due to a resignation and finish the term until February 28, 2021.

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

On May 3, 2017 the Oneida Personnel Commission accepted the resignation of Tomas Escamea.

CANCELLED

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

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Lisa Liggins, Executive Assistant II
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

TO: ONEIDA BUSINESS COMMITTEE

FROM: LISA SUMMERS, SECRETARY

RE: SOP entitled Stipends for OBC - Elect during Transition

****BACKGROUND****

At the May 16, 2017, Oneida Business Committee (OBC) work meeting, my office presented a plan to provide stipends for the OBC - Elect during Transition. The OBC supported this plan and my office was to work with HR.

My office has worked with the HR Area Manager and is providing the OBC with a proposed Standard Operating Procedure for approval. The SOP covers the following areas:

- Stipend Eligibility
- Stipend Rate
- Receiving and Processing a Stipend.

****REQUESTED ACTION****

Approve Oneida Business Committee Standard Operating Procedure entitled Stipends for OBC - Elect during Transition.

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

<p>ONEIDA NATION</p>	<p>TITLE: Stipends for OBC - Elect during Transition</p>	<p>ORIGINATION DATE: 06/14/2017 REVISION DATE: N/A EFFECTIVE DATE: Upon OBC approval</p>
<p>DIVISION: Non-Divisional</p>		
<p>DEPARTMENT: Oneida Business Committee</p>	<p>APPROVED BY: <i>Oneida Business Committee</i> See Attached OBC Meeting Minutes</p>	<p>DATE: 6/14/2017</p>
<p>AUTHORED BY: Lisa Summers, Secretary</p>	<p>REVISED BY:</p>	<p>DATE: 6/14/2017</p>
<p>PAGE No.: 1 of 4 PRD # xxx: Assigned by PRO</p>	<p>REVIEWED BY: <i>Compliance Review Team</i></p>	<p>DATE:</p>

1 **1.0 PURPOSE**

2 To create a standardized process to issue stipends to Oneida Business Committee (OBC)
3 - Elect individuals during a transition period which occurs prior to taking the Oath of
4 Office.

7 **2.0 DEFINITIONS**

8 2.1 Business Committee Support Office (BCSO): means the office whose staff is
9 responsible for carrying out administrative duties in support of the Oneida
10 Business Committee.

12 2.2. Business Day: means Monday through Friday from 8:00 a.m. to 4:30 p.m.,
13 excluding holidays, weekends, ½ day.

15 2.3 Oneida Business Committee (OBC) - Elect: means the individuals who have been
16 elected to the Oneida Business Committee, who have not yet taken their Oath of
17 Office, and who are not an incumbent to an OBC position.

19 2.4 Transition: means the two (2) to four (4) week period there is an outgoing OBC
20 (ending their term) and incoming OBC (beginning their term).

22 2.5 Transition Team: means the staff members of the OBC and BCSO who organize
23 and administer the Transition.

26 **3.0 PROCEDURES**

27 Stipend Eligibility

28 3.1 The following individuals are eligible for stipends during Transition:

- 29 3.1.1 OBC - Elect
- 30
- 31 3.2 The following individuals are eligible for stipends during Transition:
- 32 3.2.1 Political Appointees of the OBC – Elect
- 33 3.2.2 Members of the outgoing OBC who have been re-elected to a new term on
- 34 the OBC, regardless of the position.
- 35

Stipend Rate

- 36
- 37 3.3 Stipend Rate will be calculated hourly and will correspond to the position of the
- 38 OBC - Elect as follows:
- 39 3.3.1 Chair: \$ 29.06/hour
- 40 3.3.2 Vice Chair: \$ 28.50/hour
- 41 3.3.3 Secretary: \$ 27.94/hour
- 42 3.3.4 Treasurer: \$ 27.94/hour
- 43 3.3.5 Council Member: \$ 26.26/hour
- 44

- 45 3.4 The hourly rate shall be adjusted when there is an approved adjustment in
- 46 accordance with applicable law or policy.
- 47
- 48 3.5 Income Tax Withholding is the responsibility of the OBC - Elect. Contact the
- 49 Accounting Department for additional information.
- 50

Notifying HRD of the OBC - Elect

- 51
- 52 3.6 The BCSO will review the tentative results¹ of the General Election to determine
- 53 the OBC - Elect within two business days of the posting.
- 54
- 55 3.7 The BCSO will forward the names of the OBC - Elect to HRD within two
- 56 business days.
- 57

Receiving a Stipend

- 58
- 59 3.8 Stipends are only available for Transition Activities as approved by the Transition
- 60 Team.
- 61 3.8.1 A schedule of Transition Activities will be provided to the OBC - Elect
- 62 not less than two weeks prior to the first activity.
- 63
- 64 3.9 BCSO will collect stipend payment information from the OBC - Elect.
- 65 3.9.1 This information may include payment preference (check or direct
- 66 deposit), direct deposit information, mailing address, etc.
- 67
- 68 3.10 OBC - Elect must sign in at the beginning of each Transition Activity.
- 69 3.10.1 Attendance will be monitored on an hourly basis by the Transition Team.
- 70
- 71 3.11 OBC - Elect must sign out at the end of each Transition Activity.
- 72

¹ § 102.11-1 Election Law - The tentative results of an election shall be announced and posted by the Election Board within twenty-four (24) hours after the closing of the polls.

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Stipend Processing

3.12 At the end of each week, the BCSO will calculate the stipend amount of the OBC - Elect.

3.13 The BCSO will follow the A/P Check Request procedure to request a stipend for the OBC - Elect.

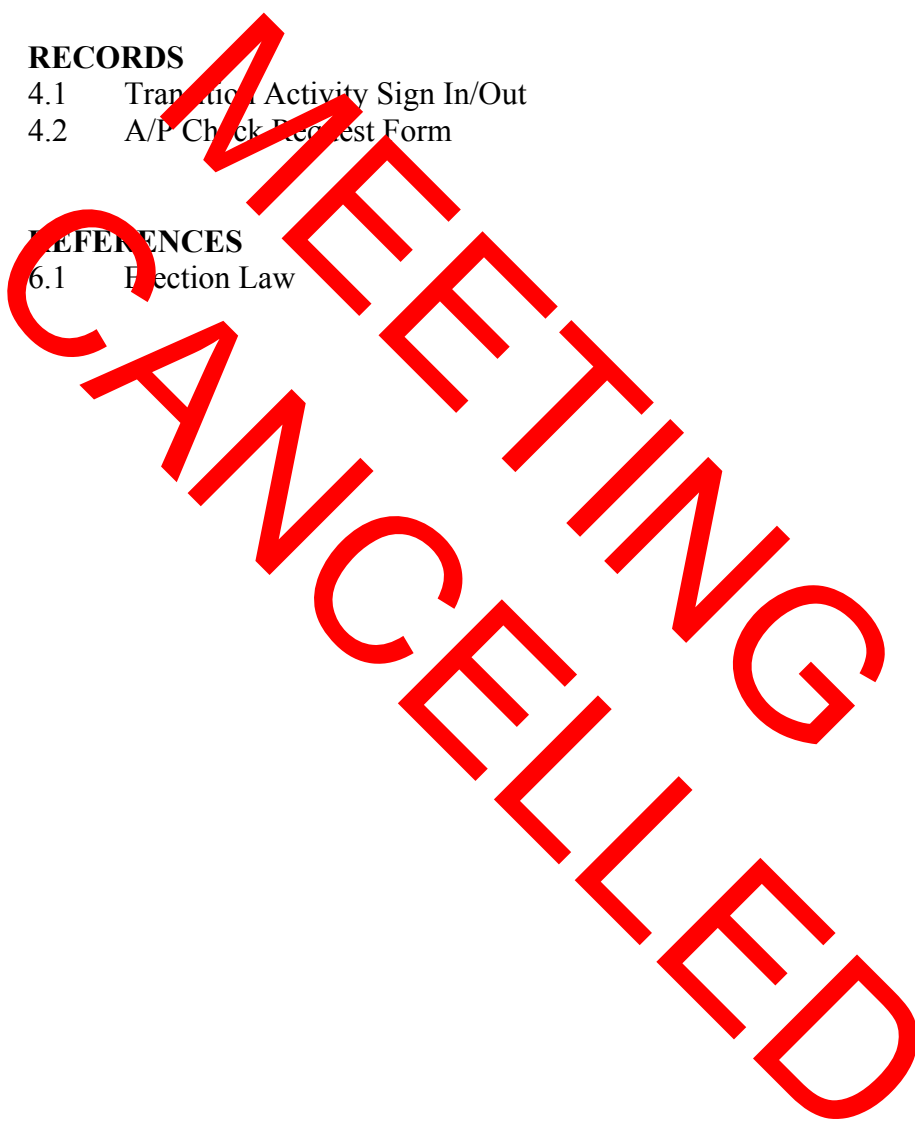
4.0 RECORDS

4.1 Transition Activity Sign In/Out

4.2 A/P Check Request Form

5.0 REFERENCES

6.1 Election Law



TRANSITION ACTIVITY SIGN IN/OUT

Activity: _____

Date: _____

Time: _____

Location: _____

<u>Name</u>	<u>Time In</u>	<u>Time Out</u>

CANCELLED

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 14 / 17

2. General Information:

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

[Empty text box]

Agenda Header: New Business

Accept as Information only

Action - please describe:

Enter E-Poll results into the record for approved Memorandum of Understanding regarding Back Forty Mine reference # 2017-0592

3. Supporting Materials

Report Resolution Contract

Other:

1. E-mails with request and response 3.

2. Agenda request form for E-Poll with backup 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Lisa Summers, Tribal Secretary

Primary Requestor/Submitter: Requestor: Nathan King, Director/IGAC
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Submitted by: Heather Heuer, Info. Mgmt. Spec./BC Support Office
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



Oneida Business Committee Agenda Request

6. Cover Memo:

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

BACKGROUND

On Thursday, June 1, 2017 at 12:31 p.m., the following E-Poll was conducted:

Summary:

The issues surround the Back Forty Mine have been discussed by the Oneida Business Committee several time over the past months. The OBC adopted resolution 11-09-16-A which opposed the Back 40 Mine Project. The Menominee Nation has formally requested assistance in their efforts to stop the Aquilia mine that will impact their culturally significant site. This MOU allows staff from Oneida and Menominee jointly work on Back 40 mine issues in a formalized manner.

The draft MOU was provided in the meeting packet for the regular OBC meeting of March 24, 2017. The draft was reviewed in executive session discussion of the Oneida Business Committee and the the final document, reviewed by the Law Office, was provided.

Please note the following names will be inserted on page 4 of the MOU:

Environmental Health and Safety Division: Pat Pelky
 Intergovernmental Affairs and Communications: Nathan King
 Law Office: Jim Bittor
 Overall Contact: Nathan King

Requested Action:

Approve the Memorandum of Understanding Regarding Back Forty Mine reference # 2017-0592

Deadline for response:

Responses are due no later than 12:30 a.m., Monday, June 2, 2017.

As of the deadline, below are the results:

Support: Fawn Billie, Tehassi Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

REQUESTED ACTION

Enter E-Poll results into the record for approved Memorandum of Understanding regarding Back Forty Mine reference # 2017-0592

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

Heather M. Heuer

From: TribalSecretary
Sent: Friday, June 02, 2017 8:23 AM
To: TribalSecretary; Brandon L. Yellowbird-Stevens; Cristina S. Danforth; David P. Jordan; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Brian A. Doxtator; Cathy L. Bachhuber; Danelle A. Wilson; Jessica L. Wallenfang; Leyne C. Orosco; Lisa A. Liggins; Lora L. Skenandore; Michael T. Debraska; Rhiannon R. Metoxen; Tammy M. Skenandore; BC_Agenda_Requests; Nathaniel S. King
Subject: E-POLL RESULTS: Approve the Memorandum of Understanding Regarding Back Forty Mine reference # 2017-0592
Attachments: E-POLL REQUEST -- Approve the Memorandum of Understanding Regarding Back....pdf

E-POLL RESULTS

The E-Poll request to approve the Memorandum of Understanding regarding the Back Forty Mine reference # 2017-0592, **has been approved**. As of the deadline, below are the results:

Support: Fawn Billie, Nathaniel Hill, David Jordan, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Heather Heuer

Information Management Specialist
 Business Committee Support Office (BCSO)

CONFIDENTIALITY NOTICE: This message and any included attachments are intended only for the addressee. This message may contain privileged, confidential, or proprietary information. Unauthorized forwarding, printing, copying, distribution, or use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please inform us promptly by reply e-mail, then delete the e-mail and destroy any printed copy.

From: TribalSecretary
Sent: Thursday, June 01, 2017 12:31 PM
To: TribalSecretary <TribalSecretary@oneidanation.org>; Brandon L. Yellowbird-Stevens <BSTEVEN@oneidanation.org>; Cristina S. Danforth <danfort@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Fawn J. Billie <fbillie@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Lisa M. Summers <LSUMMER2@oneidanation.org>; Melinda J. Danforth <MDANFORJ@ONEIDANATION.org>; Patricia M. King <TKING@ONEIDANATION.org>; Ronald W. Hill <RHILL7@oneidanation.org>
Cc: Brian A. Doxtator <BDOXTAT2@oneidanation.org>; Cathy L. Bachhuber <CBAACHHUB@oneidanation.org>; Danelle A. Wilson <DWILSON1@ONEIDANATION.org>; Jessica L. Wallenfang <JWALLENF@oneidanation.org>; Leyne C. Orosco <lorosco@oneidanation.org>; Lisa A. Liggins <lliggins@oneidanation.org>; Lora L. Skenandore <LSKENAN3@oneidanation.org>; Michael T. Debraska <mdebrask@oneidanation.org>; Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>; Tammy M. Skenandore <tskenan9@oneidanation.org>
Subject: E-POLL REQUEST: Approve the Memorandum of Understanding Regarding Back Forty Mine reference # 2017-0592

E-POLL REQUEST**Summary:**

The issues surround the Back Forty Mine have been discussed by the Oneida Business Committee several time over the past months. The OBC adopted resolution 11-09-16-A which opposed the Back 40 Mine Project.

The Menominee Nation has formally requested assistance in their efforts to stop the Aquilia mine that will impact their culturally significant sites. This MOU allows staff from Oneida and Menominee jointly work on Back 40 mine issues in a formalized manner.

The draft MOU was provided in the meeting packet for the regular OBC meeting of March 24, 2017. The draft was reviewed in executive session discussion of the Oneida Business Committee and the the final document, reviewed by the Law Office, was provided.

Please note the following names will be inserted on page 4 of the MOU:

Environmental Health and Safety Division:	Pat Pelky
Intergovernmental Affairs and Communications:	Nathan King
Law Office:	Jim Bittorf
Overall Contact:	Nathan King

Requested Action:

Approve the Memorandum of Understanding Regarding Back Forty Mine reference # 2017-0592

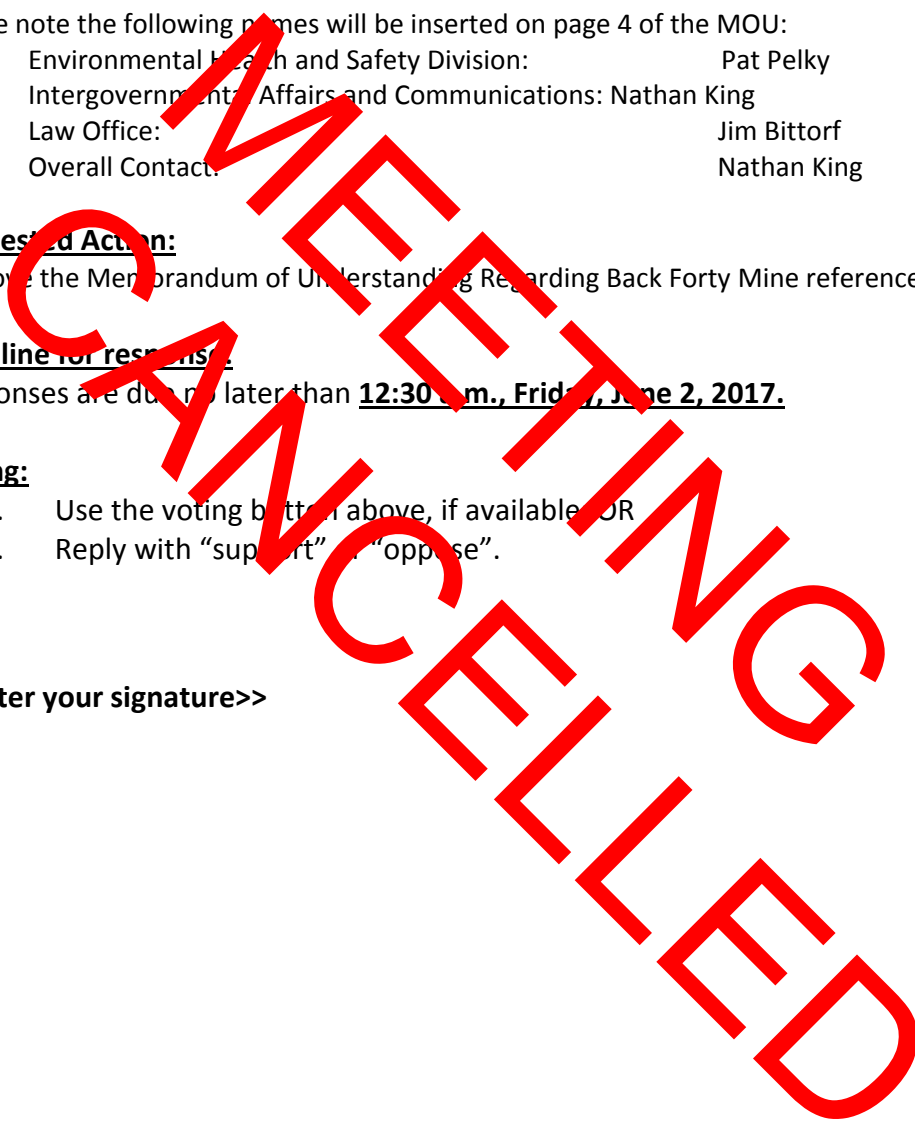
Deadline for response:

Responses are due no later than **12:30 a.m., Friday, June 2, 2017.**

Voting:

1. Use the voting button above, if available OR
2. Reply with "support" or "oppose".

<<Enter your signature>>



Oneida Business Committee Agenda Request

1. Meeting Date Requested: ___ / ___ / ___

2. General Information:

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

[Empty text box]

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

- 1. 3.
- 2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

BACKGROUND

The issues surround the Back Forty Mine have been discussed by the Oneida Business Committee several time over the past months. The OBC adopted resolution 11-09-16-A which opposed the Back 40 Mine Project.

The Menominee Nation has formally requested assistance in their efforts to stop the Aquilia mine that will impact their culturally significant sites. This MOU allows staff from Oneida and Menominee jointly work on Back 40 mine issues in a formalized manner.

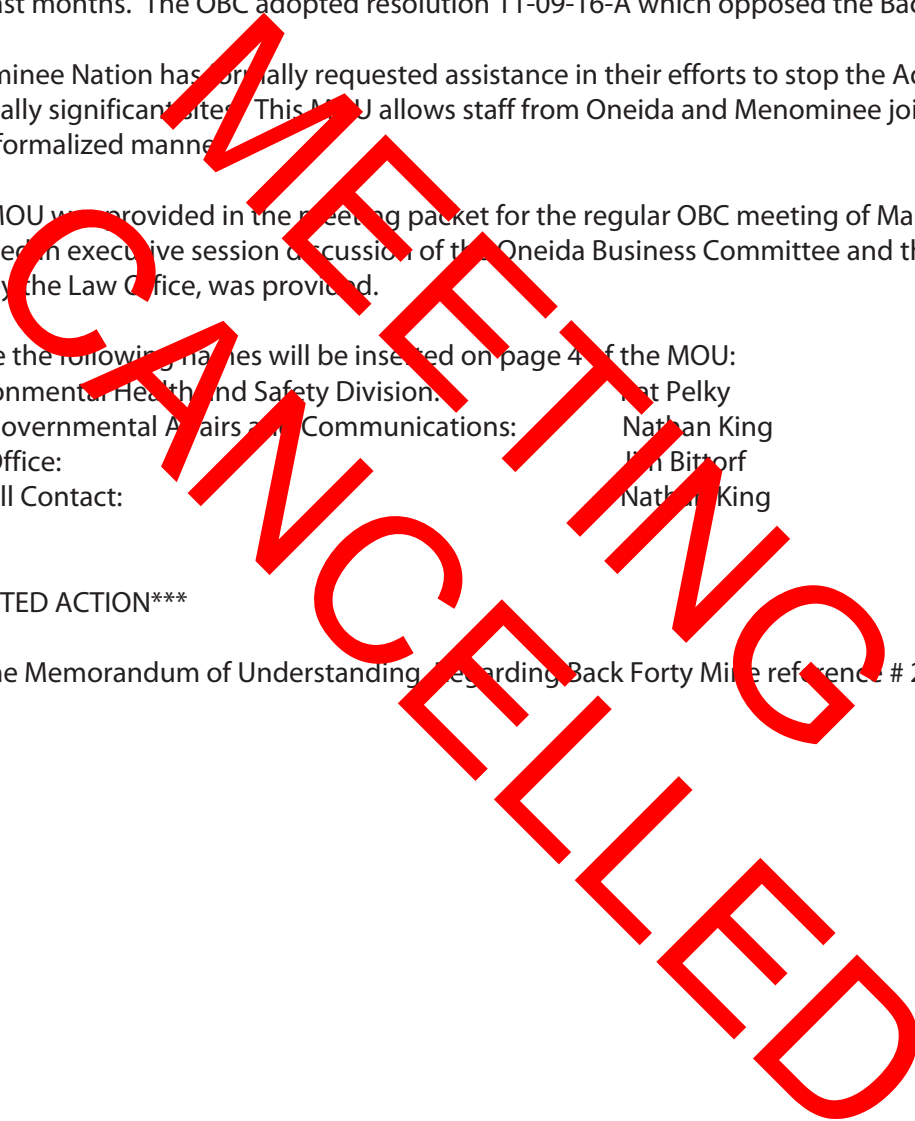
The draft MOU was provided in the meeting packet for the regular OBC meeting of March 24, 2017. The draft was reviewed in executive session discussion of the Oneida Business Committee and the the final document, reviewed by the Law Office, was provided.

Please note the following names will be inserted on page 4 of the MOU:

- Environmental Health and Safety Division: Tat Pelky
- Intergovernmental Affairs and Communications: Nathan King
- Law Office: Tim Bittorf
- Overall Contact: Nathan King

REQUESTED ACTION

Approve the Memorandum of Understanding regarding Back Forty Mine reference # 2017-0592



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

Oneida Nation

Post Office Box 365

Phone: (920)869-2214

Oneida, WI 54155



BC Resolution # 11-09-16-A Opposition to Back 40 Mine Project in Michigan

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 Nation stands with the Menominee Nation and the residents in opposition to the proposed Back Forty Mine. The location on the Menominee River is historically and culturally significant to the Menominee people due to the existence of cultural properties by way of raised agricultural fields, funerary objects, multiple mounds, burial sites, and villages and is the place of origin for the Menominee people; and

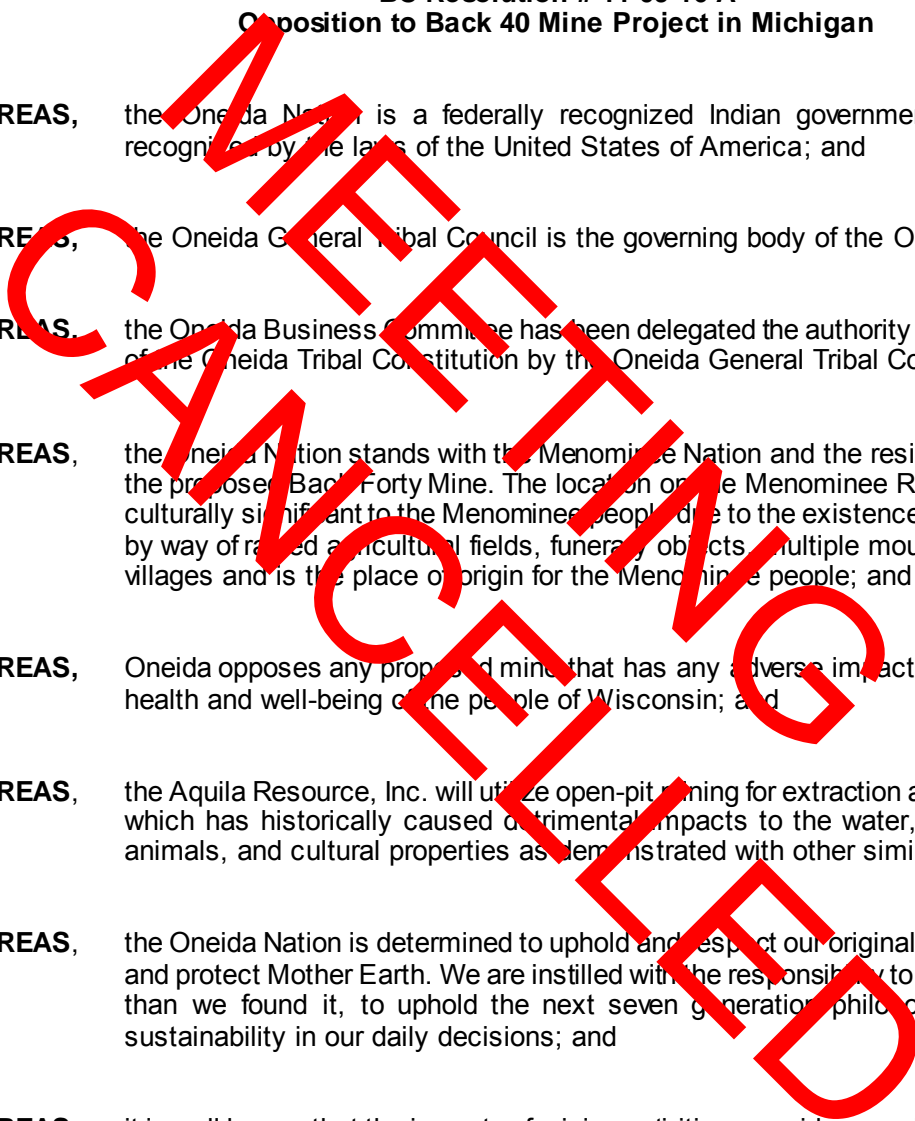
WHEREAS, Oneida opposes any proposed mine that has any adverse impacts on the environment, health and well-being of the people of Wisconsin; and

WHEREAS, the Aquila Resource, Inc. will utilize open-pit mining for extraction and a removal process which has historically caused detrimental impacts to the water, environment, wildlife, animals, and cultural properties as demonstrated with other similar mines; and

WHEREAS, the Oneida Nation is determined to uphold and respect our original instructions to care for and protect Mother Earth. We are instilled with the responsibility to leave this place better than we found it, to uphold the next seven generations philosophy, and to promote sustainability in our daily decisions; and

WHEREAS, it is well known that the impacts of mining activities are widespread and long lasting and it also well known that corrective measures must be put in place to protect the long-term interests of the people and the environment in which we live; and

WHEREAS, the harm this proposal will inflict on residents of both the State of Michigan and State of Wisconsin, the environment, and the tourism industry cannot be justified by the mining industry and should not be permitted; and




NOW THEREFORE BE IT RESOLVED, the Oneida Nation urges the State of Michigan to include the Menominee Nation and other tribes in full and early participation in "purpose and need" infrastructure permitting decisions.

NOW THEREFORE BE IT FINALLY RESOLVED, the State of Michigan should establish a consultation process with the Menominee Nation to make certain open communication and engagement occurs and to ensure Tribal sacred places and vital cultural resources are protected.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 7 members were present at a meeting duly called, noticed and held on the 9th day of November, 2016; that the forgoing resolution was duly adopted at such meeting by a vote of 6 members for, 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.



Lisa Summers, Tribal Secretary
Oneida Business Committee

*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

CANCELLED



MENOMINEE INDIAN TRIBE OF WISCONSIN CHAIRMAN'S OFFICE

P.O. Box 910
Keshena, WI 54135-0910

To: Oneida Business Committee
From: Menominee Tribal Legislature
MTL Environmental Task Force
Date: January 25, 2017
RE: Aquila Back 40 Mine Presentation of 1/13/17

Posoh:


We begin by thanking the Oneida Business Committee for accepting the MTL Environmental Task Force's request to present information regarding the proposed Aquila Back 40 open-pit mine. As you know from the presentation, Aquila's Back 40 mine holdings threaten not only Menominee burial sites, archeological and historical territory, but also pose significant environmental threats to the larger Menominee River watershed including Lake Michigan. Aquila also holds ownership in potential mine sites in north west and central Wisconsin. Together, this makes them one of the greatest threats of this generation to our environment and children.


Menominee takes this threat seriously and thus created the MTL Task Force to develop and implement the Menominee Tribe's opposition to the proposed mine. To summarize the MTL Task Force is engaged in three key areas. First, the Task Force is actively developing and implementing a public relations plan aimed at informing the public including potential investors of the adverse impacts of the proposed mine. Secondly, the Task Force is actively engaged in the permitting processes, including but not limited to reviewing applications, attending public meetings, commenting on permit applications, reviewing decisions of the Michigan Department of Environmental Quality (MDEQ), and developing litigation strategies to potentially challenge decisions of the MDEQ. Lastly, the Task Force is engaged in a political outreach strategy aimed at educating and influencing elected leaders with constituent interests in the proposed mine.

Following our presentation, we discussed Menominee's need for assistance and opportunities for our allies to support our efforts. To effectively implement the MTL Task Force efforts requires a variety of technical expertise and capacity, some of which the Menominee Tribe does not possess internally. Thus, we are actively adding component pieces to our team as resources allow.

Please accept this as our formal request for assistance in our efforts to stop Aquila through any viable method. Assistance in any of the following areas is greatly appreciated: 1. Technical Assistance (review existing mining applications and documents, including wetlands, NPDES, mining permit, etc...) participate in a technical planning meeting with Menominee Staff; 2. Investment Research on Aquila Inc., particularly re: Toronto Stock Exchange; 3. Monetary donation(s) to contract consultants with content expertise as deemed critical; 4. Public Relations, Branding and marketing assistance; and 5. Legal assistance regarding any aspect of permitting processes.

Respectfully,


Joan Delabreau,
Tribal Chairwoman


Gary Besaw,
MTL Environmental Task Force Chairman

ONEIDA LAW OFFICE

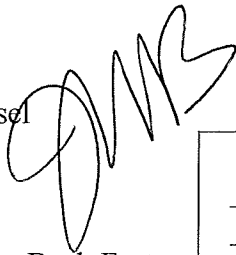
CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Nathan King
Legislative Affairs

Use this number on future correspondence:

2017-0592

FROM: James R. Bittorf, Deputy Chief Counsel



DATE: May 23, 2017

RE: Menominee Indian Tribe of Wisconsin-Back Forty
Mine MOU

<u>Purchasing Department Use</u>	
<input type="checkbox"/>	Contract Approved
<input type="checkbox"/>	Contract Not Approved
<i>(see attached explanation)</i>	

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

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

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution.

CANCELLED

MEMORANDUM OF UNDERSTANDING REGARDING BACK FORTY MINE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is by and between Menominee Indian Tribe of Wisconsin (“Menominee”) and the Oneida Nation (“Oneida”) (each a “Party” and collectively, the “Parties”).

WHEREAS, Aquila Resources, Inc. intends to develop a 2,000 foot wide, 850 foot deep gold, zinc, copper, and silver surface mine in the State of Michigan (the “Back 40 Mine”) within 150 feet of the Menominee River which forms the boundary between the upper peninsula of Michigan and Wisconsin, and the Back 40 Mine is subject to permitting by the State of Michigan Department of Environmental Quality (“DEQ”) and/or the United States Environmental Protection Agency (“EPA”) and other State and Federal agencies; and

WHEREAS, the Back 40 Mine has the potential to damage or destroy sacred Native American sites and significant historic and cultural resources contained within the footprint of the Back 40 Mine;

WHEREAS, the Back 40 Mine has the potential to damage air and water quality in the surrounding area; and

WHEREAS, Menominee has undertaken an initiative to investigate and examine the impacts of the Back 40 Mine and to preserve cultural, historical, and natural resources which may be imperiled by development of the Back 40 Mine (the “Back 40 Mine Initiative”); and

WHEREAS, the Parties have a common interest in protecting Native American historic and cultural resources; protecting the environmental quality of the area; and ensuring that the United States and the State of Michigan conform with all applicable laws and policies, including, but not limited to, the trust responsibility the United States owes to Native American tribes; and

WHEREAS, if one or both of the Parties conclude development of the Back 40 Mine, as may be permitted by DEQ, EPA, and other State and Federal agencies, will have an adverse impact on the natural environment, Native American historic and cultural resources, or the health and welfare of the public, one or both of the Parties may commence litigation challenging the development of the Back 40 Mine and/or the issuance of permits therefor by DEQ, EPA and other State and Federal agencies; and

WHEREAS, it is the intent and desire of the Parties that any and all communications, documents, mental impressions, factual analysis, memoranda, legal analyses, strategies and theories, confidences, analyses of experts, and information assembled, conveyed and received between or among them related to the purposes stated in these recitals (“Confidential Information”) shall be maintained as confidential and shall be subject to all applicable privileges and protections from disclosure, including without limitation, the joint defense privilege, attorney work product doctrine, attorney-client privilege, common-interest doctrine, privileges regarding mediation and settlement negotiations, and any other privilege or protection under State, Federal or Tribal law;

NOW THEREFORE, Menominee and Oneida understand and agree that staff of Menominee Departments, including but not limited to the Environmental Department, Intergovernmental Affairs Department and Legal Services Department, and staff of Oneida Departments, including but not limited to the Environmental Health and Safety Division, Intergovernmental Affairs and Communications

Department, and Law Office, may work together where feasible regarding issues of importance on the Back 40 Mine Initiative as undertaken by Menominee, subject to the following terms and conditions:

- 1) **Term.** This MOU shall have a term of one (1) year from the date of full execution and shall automatically renew for the same term, unless otherwise agreed to by the Parties, or terminated by a Party.
- 2) **Purpose.** It is the intent and desire of the Parties that their respective staff as identified above be authorized to work together at the request of Menominee subject to approval by Oneida at no additional cost to either Party.
- 3) **Modification & Termination.** The MOU is at-will and may only be modified by mutual consent of the Parties. Either Party may terminate the MOU, without cause, upon thirty (30) days written notice to the other Party. Each Party shall return Confidential Information received from the other Party to the other Party within ten (10) days of termination, and shall not maintain any copies of any portion of Confidential Information without the written consent of the other Party. Each Party shall provide written certification that copies of all Confidential Information and all excerpts therefrom have been destroyed or returned. In addition, the provisions of this MOU shall continue to apply to all Confidential Information shared under the MOU prior to termination.
- 4) **Confidentiality.** Both Parties understand that they or their staff may mutually share Confidential Information for the sole purpose set forth in the recitals.
 - a. Both Parties acknowledge that any communications, documents, mental impressions, factual analysis, memoranda, legal strategies and theories, confidences, analysis of experts, and information assembled, conveyed and received between or among them is mutually Confidential Information.
 - b. Both Parties acknowledge and will maintain the Confidential Information in strict confidence in accordance with the terms of this MOU. Except as, and to the extent, required by law or regulation, each Party will only disclose the Confidential Information internally on a "need to know" basis to its representatives who are working on the Back 40 Mine Initiative, each of whom will be advised, prior to such disclosure, of the confidential nature of the Confidential Information and the requirements of this MOU. If any of said need-to-know representatives is a third party consultant or advisor, each such third party shall execute an agreement in form satisfactory to the Parties to be bound to the terms of this Agreement.
 - c. Either party, upon attempt to compel, or compelling, disclosure of the Confidential Information or any part thereof by any person shall notify the other Party immediately; disclose only so much material from the Confidential Information that is legally required to be disclosed; and cooperate with the other Party's efforts to protect and preserve the confidentiality of the Confidential Information.
 - d. The provisions listed above will not apply to any portion of the Confidential Information that is generally available to the public other than as a result of a breach of this Agreement, is independently developed by or on either Party's behalf, or becomes available on a non-confidential basis from a third party, provided that such third party is not, to the Party's knowledge, breaching any obligation of confidentiality or any other contractual, legal, or fiduciary obligation to either Party.

- e. Both Parties agree and acknowledge that unauthorized disclosure of the Confidential Information may result in irreparable harm to the other.
 - f. Nothing contained in this Agreement shall be construed, directly or indirectly, as a sale or other disposition of any ownership interest in any Confidential Information or as granting any rights under any patent, trademark or copyright, by license or otherwise, protecting the Confidential Information.
 - g. Any Confidential Information shared or transmitted by or between the Parties should be clearly marked "CONFIDENTIAL: JOINT PROSECUTION MATERIALS"; however, the failure to include such marking shall not preclude the materials from being afforded the protections of this MOU and shall not be construed to constitute a waiver of any privilege or other protection.
 - h. Each Party shall notify the other Party of any request to disclose Confidential Information generated by the other Party, or of any proceeding before any court, administrative agency, or tribunal to compel disclosure of such Confidential Information, as soon as practicable after receipt of such request or the initiation of such proceeding.
 - i. If a Party becomes subject to any judicial or administrative order purporting to compel release of Confidential Information generated by the other Party, the Party shall (a) promptly notify the other Party, and (b) make all reasonable efforts to give the other Party an opportunity to protect the Confidential Information.
- 5) **Separate Legal Counsel.** Each Party is represented by its own respective legal counsel in connection with the cooperative efforts referenced herein. Each Party's legal counsel will not have an attorney-client relationship with any other Party to this MOU as a result of the legal counsel's participation in discussions and actions related to the Parties' cooperative efforts. Similarly, each Party's legal counsel will not have a duty of loyalty or confidentiality to any Party to this MOU other than the legal counsel's specific client, and consequently, no Party may seek to disqualify the legal counsel of another Party as a result of the legal counsel's participation in discussions and actions related to the Parties' cooperative efforts.
- 6) **Waiver of Conflicts.** By this MOU the Parties each acknowledge and agree that cooperation in the matters discussed herein may involve the communication and sharing of confidential information and further agree that the interests of the Parties are not adverse as to matters within the scope of this MOU. Each of the Parties has had a full opportunity to consult with separate counsel, is fully informed, and has concluded the risk of any potential conflicts of interest is outweighed by the benefits and efficiencies afforded by the opportunities for cooperation and sharing of Confidential Information as provided for herein. The Parties consent to the sharing of Confidential Information among their counsel, waive any potential conflict of interest created thereby, and mutually agree that this sharing of Confidential Information and cooperation shall not constitute grounds for seeking disqualification of counsel in any matter or action.
- 7) **Indemnification.** Menominee shall indemnify and hold harmless Oneida, its affiliates, officers, directors, employees, and agents, from and against any and all claims, of whatever nature, for injuries, losses, or damages arising out of Menominee's negligence, gross negligence, intentional misconduct, or breach of this MOU, or the negligence, gross negligence, intentional misconduct of, or breach of this MOU by, Menominee's affiliates, officers, directors,

employees, or agents. Oneida shall indemnify and hold harmless Menominee, its affiliates, officers, directors, employees, and agents, from and against any and all claims, of whatever nature, for injuries, losses, or damages arising out of Oneida's negligence, gross negligence, intentional misconduct, or breach of this MOU, or the negligence, gross negligence, intentional misconduct of, or breach of this MOU by Oneida's affiliates, officers, directors, employees or agents.

8) **Severability.** If one or more of the sections or parts hereof are found to be unenforceable, illegal, or contrary to public policy, or are in some other manner declared to be unenforceable by a court of competent jurisdiction, this MOU shall remain in full force and effect except for that paragraph or portion determined to be unenforceable.

9) **Entire Agreement.** This MOU constitutes the entire agreement between the Parties. The Parties agree that no other statements, representations, agreements or warranties, except those outlined herein, apply to the terms and conditions of this MOU.

10) **Preservation of Rights.** Nothing in this MOU shall be construed to waive any rights, claims or privileges that a Party may have against the other Party or any other person or entity, and nothing in this MOU shall obligate any Party to share documents of information with the other Party, whether or not such documents or information would be covered by this MOU as Confidential Information.

11) **Contacts.** The designated point of contacts for the Parties shall be:

Menominee Departments:

Environmental _____
Intergovernmental Affairs _____
Legal Services _____
Overall Contact _____

Oneida Departments:

Environmental Health & Safety Division _____
Intergovernmental Affairs and Communications _____
Law Office _____
Overall Contact _____

12) **Notices.** All Notices required or permitted to be given under this MOU shall be given to the Overall Contact Person for each Party, shall be in writing, and shall be personally delivered or delivered by facsimile or email at the addresses listed below:

Menominee

Oneida

Attn: _____
Menominee Indian Tribe of Wisconsin

Attn: _____
Oneida Nation
Post Office Box 365
Oneida, WI 54155

13) **Miscellaneous.** This MOU may be executed in counterparts, each of which shall constitute one and the same document, and shall become effective on the date it is executed by all Parties. Each person executing this MOU represents and warrants that she or he has been authorized to do so by the Party on behalf of whom she or he is executing the MOU. The Parties acknowledge and agree that facsimile and electronically transmitted signatures shall be valid for all purposes and, once signed and so delivered, each Party shall thereafter, upon the request of the other Party, execute and deliver to the other Party a signed original counterpart of this MOU.

MENOMINEE INDIAN TRIBE OF WISCONSIN

By: _____
Gary Besaw, Chairman

Date: _____

ONEIDA NATION

By: _____
Cristina Danforth, Chairwoman

Date: _____

CANCELLED

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 14 / 17

2. General Information:

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

[Empty text box]

Agenda Header: Travel Report

Accept as Information only

Action - please describe:

Accept Travel Report for David Jordan, WI Republican Night in DC, April 25-27, 2017, Washington, DC

3. Supporting Materials

Report Resolution Contract

Other:

1. [] 3. []

2. [] 4. []

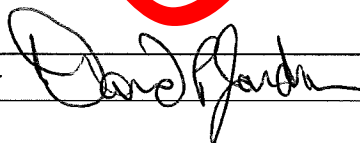
Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: David Jordan, Council Member



Primary Requestor/Submitter: Leyne Orosco, Executive Assistant
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Request the Business Committee accept my travel report for WI Republican Night in DC held on April 25-27, 2017 in Washington, DC.

CANCELLED

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

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for: David Jordan

Travel Event: WI Republican Night in DC

Travel Location: Washington, DC

Departure Date: 04/25/2017 Return Date: 04/27/2017

Projected Cost: \$1,581.40 Actual Cost: \$1,730.57

Date Travel was Approved by OBC: 03/11/2017

Narrative/Background:

I wanted to provide a report on my meetings in Washington DC in late April with Wisconsin State Legislators and the federal Congressional delegation.

Attending the Wisconsin Republican Night and luncheon with Speaker Ryan and Congressman Gallagher in Washington DC was well received and well worth the time. During the luncheon I was able to raise Oneida's concerns of President's Trump's skinny budget (less federal money coming to tribes) and the need look at self-governance funding. I believe the timing served the Nation well as the Joint Finance Committee began voting on the state budget the following Monday, which included Dept. of Administration - Division of Gaming.

On the state side I had the opportunity to introduce myself to and/or talk with the following legislators. Most of the meetings were a meet & greet style. When meeting with leadership and members of the Joint Finance Committee the topics were focused on the issue of the Oneida-UWGB budget provision.

Wisconsin Legislature

Rep. Robin Vos (R-Rochester), Assembly Speaker
Rep. Tyler August (R-Lake Geneva)
Rep. Jim Steineke (R-), Assembly Majority Leader

- Thanked Representatives for their leadership and authoring the motion on Oneida-UWGB budget funding issue.

Rep. John Nygren (R-Marinette), Co-Chair, Joint Finance Committee

- Thanked Representative for his leadership and support of the Oneida-UWGB budget funding issue.
- Rep. Nygren said he knew about the issue and stated his belief the committee will get what you want done.

Rep. Mike Rohrbaugh (R-Appleton), Member, Joint Finance Committee

Rep. Patrick Snyder (R-Schofield)

Rep. Tyler Vorpapel (R-Plymouth)

Sen. Scott Fitzgerald (R-Juneau), Senate Majority Leader

Sen. Devin Leahieu (R-Oostburg)

Sen. Roger Roth (R-Appleton), Senate President

Sen. Alberta Darling (R-River Hills)

Sen. Patrick Testin (R-Stevens Point)

- Sen. Testin is a freshman legislator, so this was the first time he met with Oneida representatives.

Sen. Leah Vukmir (R-Brookfield), Assistant Majority Leader

- Sen. Vukmir is a big fan of our bringing back the LPGA to Wisconsin

Federal Congressional Delegation

Speaker Paul Ryan (R-Janesville)

Cong. Sean Duffy (R-Weston)

Cong. Glenn Grothman (R-West Bend)

Cong. Mike Gallagher (R-Green Bay)

Item(s) Requiring Attention:

Click here to enter text.

Requested Action:

Accept Travel Report

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 14 / 17

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Danelle Wilson, Executive Assistant
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for: Tehassi Hill

Travel Event: American Indian/Alaska Native Public Witness Hearing

Travel Location: Washington, DC

Departure Date: 05/15/2017 Return Date: 05/17/2017

Projected Cost: 2,030.72 Actual Cost: 1,989.43

Date Travel was Approved by OBC: 05/14/2017

Narrative/Background:

On May 15th I traveled to Washington D.C. to give testimony to the House Appropriations subcommittee on Interior, Environment, and Related Agencies. The testimony was well received and in alignment with several of the other presenters. Please see attached testimony.

Item(s) Requiring Attention:

Continue to follow the budget proposals for implications for Oneida.

Requested Action:

Accept report.



Oneida Nation
 Oneida Business Committee
 PO Box 365 • Oneida, WI 54155-0365
oneida-nsn.gov



**Testimony of Ron “Tehassi” Hill
 Oneida Business Committee Member
 Oneida Nation of Wisconsin
 May 16, 2017**

Chairman Calvert, Ranking Member McCollum, Members of the Committee, thank you for the opportunity to appear before you today. It is an honor to be here on behalf of more than 17,000 members of our Community.

I want to begin by thanking you committee leadership for its commitment to Indian Country. We appreciate the significant time, preparation and resources that go into this hearing, and I just want to say that it does not go unnoticed.

Now down to business. I am here today to make three requests of this Committee.

- 1) Incorporate Self Governance into a greater number of tribal programs;
- 2) Restore funding to the Great Lakes Restoration Initiative; and
- 3) Protect the Tribal General Assistance Program (GAP).

Self Governance

I will begin with our most broad request. Tribal Self Governance—that is tribal control of the distribution and administration of federal funding—must be expanded.

Federal dollars are most efficiently used when micro-level decisions are made at the local, tribal government level.

At Oneida, we practice what we preach. We have assumed responsibility for our healthcare, education, and most BIA programs. This means that the tribal government, not the BIA, make decisions about how to manage our grants. And it means that when refinements need to be made, we don't have to go to Washington to ask permission—we just fix the problem.

The result has been unambiguously positive. Environmental, health and education indicators have gone up, while administrative costs have gone down. Just as important, our Tribal Government capacity has also improved. Our staff now has the knowledge, skills and experience to take on new and more complex governance operations, and they do so on a regular basis.

Congress needs to learn from our experience and expand the scope of programs that are eligible for self governance.

For instance, the Department of Health and Human Services allows Indian Health Service functions to be contracted out to tribes; but the same department prohibits tribal

governments from running TANF or Medicaid programs. Similarly, U.S.D.A., Department of Homeland Security, Department of Justice and EPA programs should all allow tribes to receive direct funding rather than have their grants pass through the State.

Self Governance is good policy and it is good practice. It ensures that scarce federal dollars are used to build capacity rather than bureaucracy. And it makes good on the United States' sacred obligation to respect tribal sovereignty and allow tribal governments to manage our own affairs.

EPA--Great Lakes Restoration Initiative

Oneida Nation's creation story teaches us that everything is connected, and that there must be balance for the environment to thrive. The belief that all living beings are important is instilled into the consciousness of our Tribe, and we are committed to environmental conservation and stewardship. It is this ethos that led us to our partner, the Environmental Protection Agency (EPA).

Among the most important long-term projects Oneida is working on with the EPA is the Great Lakes Restoration Initiative. Launched in 2010, the Initiative is designed to protect and restore the largest system of fresh surface water in the world--which happens to be in our backyard.

Over the last eight fiscal years, the Oneida Nation has been awarded approximately \$4.4 million for hundreds of Great Lakes watershed improvement projects. Some examples include:

- Creating adaptive management system in the Silver Creek Watershed to meet the new federal and State phosphorus regulations.
- Removing and replacing blocked culverts and dams at Brown County Golf Course and Pamperin Park, opening up 214 miles of streams for fish passage.
- Founding a natural resources technology program that has now trained and hired seven Oneida tribal members.

In short, the accomplishments of the program have been astounding. The Great Lakes Restoration Initiative has been the single most successful federal program designed to help restore our lands.

Given the enormous successes of the program at Oneida and across the Midwest, it is deeply concerning that the President proposes to virtually eliminate funding for this initiative in FY 18. This would be a catastrophic mistake. It would hurt our fishing, tourism and agriculture industries, and it would put in jeopardy hundred of millions of dollars of investments from state and local governments, as well as the private sector.

The Oneida Nation of Wisconsin strongly urges the committee to reject the proposed cuts to this program and restore it to FY 17 funding levels.

EPA--Tribal General Assistance Program

Though small in budget, the EPA Tribal General Assistance Program, also known as GAP, makes a major impact for the Oneida Nation.

The program helps tribal communities build the technical capacity to manage our own environmental programs, and ensures that we have a voice in national policy decisions that affect our land, air and water.

At Oneida, this funding allows us to expand our environmental staff. We have used the funds to hire an area environmental manager, and cover part of the costs of our wetlands program manager as well. This not only protects the health of our members and improves the environment, it also supports Oneida sovereignty.

Perhaps even more important, the GAP grant helps offset the cost of interacting with the EPA and other federal agencies on environmental policy issues. As a member of the Regional Tribal Operations Committee, I witness how important this funding is first hand. At least three times a year, my colleagues on the RTOC and I meet with the EPA to help identify how policies may impact tribal governments and tribal lands in our region.

In Fiscal Year 2017, Congress appropriated \$65,476,000 for GAP. The program also received \$65,476,000 million in Fiscal Year 2016.

While it is still unclear how the President may treat the program in his Fiscal Year 2018 budget, I ask that, at a minimum, the Committee maintain this level of investment next year. Understanding the constrained fiscal environment, I believe we can make do without an adjustment for inflation; but significant cuts below the current funding levels will directly and negatively impact the environmental health of tribes across the nation.

Conclusion

There are of course dozens of other programs that are vitally important to the Oneida Nation in the Interior, Environment and Related Agencies Appropriations bill, however in the interest of time I will conclude my remarks here.

I want to once again thank the committee for this opportunity, and I look forward to working with you to ensure that Indian Country can continue to thrive in Fiscal Year 2018 and beyond.

Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: 06 / 14 / 17 e-poll requested

2. General Information:

Event Name: MAST Summer Meeting

Event Location: Hinkley MN Attendee(s): Up to three (3) BC members

Departure Date: Jul 13, 2017 Attendee(s):

Return Date: Jul 14, 2017 Attendee(s):

3. Budget Information:

- Funds available in individual travel budget(s)
- Unbudgeted
- Grant Funded or Reimbursed

Cost Estimate: \$ 325.50

MAST Block Rate: \$ 99.00/night
 Per Diem Rate: \$ 38.25/travel day
 Registration: \$ 100.00
 Misc/Taxi: \$ 50.00

4. Justification:

- Liaison Appointment Responsibilities

To which Strategic Direction(s) does this travel relate?

- Advancing Onyote?a-ka Principles
- Creating a Positive Organizational Culture
- Committing to Building a Responsible Nation
- Implementing Good Governance Processes

Describe the purpose of Travel and how it relates to the Strategic Direction(s) and/or your liaison area:

MAST's mission is to "advance, protect, preserve, and enhance the mutual interests, treaty rights, sovereignty, and cultural way of life of the sovereign nations of the Midwest throughout the 21st century." The organization coordinates important public policy issues and initiatives at the state, regional and federal levels, promotes unity and cooperation among member Tribes and advocates for member Tribes.

MAST Summer Meeting provides the opportunity to discuss current issues. The tentative agenda is attached.

5. Submission

Sponsor: Lisa Summers, Tribal Secretary

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

MIDWEST ALLIANCE OF SOVEREIGN TRIBES
SUMMER MEETING AGENDA
July 13th & 14st, 2017

Mille lacs band of Ojibwe
GRAND CASINO HINCKLEY
777 LADY LUCK DRIVE
Hinckley, MN 55037

Wednesday July 13th, 2017

11:00 a.m. till 1:00 pm - Registration Entrance to Ballroom two & three

11:30 till 12:00 Noon - Lunch - Provided by Mille lacs Band of Ojibwe - Ballroom One

Noon:

12:45 pm - MASTERS GENERAL ASSEMBLY - Ballroom Two & Three

- Call to Order - President Chief Frank Mouton
- Opening Prayer -
- Opening Remarks & Welcoming - Chief Executive Melanie Benjamin
- Roll Call - Executive Director Scott Vele
- Elder Comments/Requests -
- Additional Adopt Agenda
- Executive Board Comments - Treasurer - Eugene Wagner
Vice-President - Chairman Aaron Payment
Secretary - Chief Executive Melanie Benjamin

Tentative Issues & Speakers

- 1:30 p.m. Tribal Leaders Round Table Discussion/Direction
- 2:00 p.m. Lawrence "Larry" Roberts, Kilpatrick Townsend & Stockton LLP- and Indian Trust Projections
- 2:30 p.m. Environmental Safety Issues - Lock Forty Line Fire - Education-
- 3:15 p.m. Break
- 3:30 p.m. Congressional Invite
- 4:00 p.m. Linda K. Gray Geographer Chicago Regional Office, Census Bureau
Gail Krmenech - Supervisor Chicago Regional Office, Census Bureau
- 4:30 p.m. Break
- 5:00 p.m. Dinner Sponsored by-
- 5:30 p.m.
- 6:30 p.m.

Thursday July 14st, 2017

6:45-8:00 a.m. Breakfast - Ballroom One - Sponsored by

- 8:10 a.m.
- 8:30 a.m.
- 9:00 a.m. William Bill Sulinckas Regional Tribal Liaison - FEMA
- 10:00 a.m. Phyllis Davis - Chairlady GLATHB- Request for By-Law Revisions-
- 11:00 a.m. Congressional Invite
- 11:30 a.m.

Noon Lunch Sponsored by- _____ - Meeting Adjourned

MIDWEST ALLIANCE OF SOVEREIGN TRIBES

P.O. Box 265
Gresham, WI 54128
Ph: 715-787-4494
m.a.s.t@frontiernet.net

MAST SUMMER MEETING JULY 13TH / JULY 14TH, 2017

AT
GRAND CASINO HINCKLEY

777 LADY LUCK DRIVE-Hinckley, MN 55037

Make your hotel reservations now by calling: 1-800-472-6321 & ask for MAST block of rooms: Room Rate \$99.00 – Good till 06-22-17.

Registration form

Name: _____ Title: _____

Tribe/Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Contact Person:
E-Mail: _____

Method of Payment: () Check enclosed () Cash in hand

Please make checks payable to: MAST

Return registration form and payment to: **MAST**
P.O. Box 265
Gresham, WI 54128-0265

Fee

The cost of the registration will be \$100.00 per person.

Please get your registration in early so we can plan accordingly, thank you.

*Meeting starts at Noon on 07/13/2017 and ends on 07/14/2017 at Noon.

**Nearest Airport- MSP – Minneapolis (1.5 hours from venue)

X. GENERAL TRIBAL COUNCIL

A. Accept Petitioner Edward Delgado's request to withdraw kindergarten retention petition

Sponsor: Fawn Billie, Councilwoman

B. Petitioner Sherrole Benton: Request to change pre-employment drug testing for marijuana

1. Accept status update as information

Sponsor: Lisa Summers, Tribal Secretary

C. Approve four (4) actions regarding Petitioner Edward Delgado: Trust Land Distribution

Sponsor: Lisa Summers, Tribal Secretary

D. Review special GTC meeting dates and determine next steps

Sponsor: Lisa Summers, Tribal Secretary

E. Enter E-Poll results into the record in accordance with OBC SOP entitled Conducting Electronic Voting:

Sponsor: Lisa Summers, Tribal Secretary

Approved memorandum dated June 6, 2017, which requests cancelling the June 20, 2017 special GTC meeting, and direct the Tribal Secretary to combine agenda items to a later date with the Employment law and Reorganization proposal

Requestor: Brandon Stevens, Councilman

These agenda items contain information for Tribal Members only. Please visit the Business Committee Support Office on the second floor of the Norbert Hill Center with Tribal C.D. to obtain full packet materials. Materials may also be obtained after logging into the Tribal Members only portal at <https://oneida-nsn.gov/members-only/gtc-portal/bc-meeting-materials-for-members-only>.

For any questions, please call the Business Committee Support Office at (920)864-4364 or send an email to TribalSecretary@oneidanation.org. Thank you.