

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## **BC Meeting Materials June 28, 2017**

### **Open Session**

### **CERTIFICATION**

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the following 796 pages are the Open Session meeting materials presented at a meeting duly called, noticed and held on the 28<sup>th</sup> day of July, 2017 and reconvened on the 3<sup>rd</sup> day of July, 2017.

A handwritten signature in blue ink that reads "Lisa Summers". The signature is written in a cursive style and is positioned above a horizontal line.

Lisa Summers, Tribal Secretary  
Oneida Business Committee



## Oneida Business Committee

**Executive Session**  
**8:30 a.m. Tuesday, June 27, 2017**  
**Executive Conference Room, 2<sup>nd</sup> floor, Norbert Hill Center**

**Regular Meeting**  
**8:30 a.m. Wednesday, June 28, 2017**  
**BC Conference Room, 2<sup>nd</sup> floor, Norbert Hill Center**

### Agenda

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To get a copy of the agenda, go to: [oneida-nsn.gov/government/business-committee/agendas-packets/](http://oneida-nsn.gov/government/business-committee/agendas-packets/)

#### I. CALL TO ORDER AND ROLL CALL

#### II. OPENING

#### III. ADOPT THE AGENDA

*pp. 1-10*

#### IV. OATHS OF OFFICE

**A. Oneida Nation Veterans Affairs Committee – Benjamin Skenandore**

*pp. 11-12*

**B. Environmental Resources Board – Isaiah Skenandore**

*pp. 13-14*

**C. Oneida Public Safety Pension Board – Jack Mehojah**

*pp. 15-16*

#### V. MINUTES

**A. Approve May 24, 2017, regular meeting minutes**

*pp. 17-31*

Sponsor: Lisa Summers, Tribal Secretary

**B. Approve June 9, 2017, special meeting minutes**

*pp. 32-34*

Sponsor: Lisa Summers, Tribal Secretary

#### VI. RESOLUTIONS

**A. Adopt resolution entitled One-Time Funding – Office of Tribal Justice Support – U.S. Dept. of the Interior/Bureau of Indian Affairs**

*pp. 35-39*

Sponsor: Trish King, Tribal Treasurer

**B. Adopt resolution entitled Domestic Animal Ordinance Amendments**

*pp. 40-90*

Sponsor: Brandon Stevens, Councilman/Legislative Operating Committee Chair

- C. Adopt resolution entitled Adoption of Vehicle Driver Certification and Fleet Management Law** *pp. 91-119*  
Sponsor: Brandon Stevens, Councilman/Legislative Operating Committee Chair
- D. Adopt resolution entitled Landlord-Tenant (Law) Amendments** *pp. 120-146*  
Sponsor: Brandon Stevens, Councilman/Legislative Operating Committee Chair
- E. Adopt resolution entitled Conflict of Interest (Law) Amendments** *pp. 147-165*  
Sponsor: Brandon Stevens, Councilman/Legislative Operating Committee Chair
- F. Adopt resolution entitled Workplace Violence Law** *pp. 166-181*  
Sponsor: Brandon Stevens, Councilman/Legislative Operating Committee Chair
- G. Adopt resolution entitled Second Extension of the Effective Date of the Community Support Fund Law** *pp. 182-187*  
Sponsor: Brandon Stevens, Councilman/Legislative Operating Committee Chair
- H. Enter E-Poll results into the record in accordance with OBC SOP entitled Conducting Electronic Voting:**  
Sponsor: Lisa Summers, Tribal Secretary
- 1. Adoption of resolution # 06-14-17-A Real Property Law Probate Rules Extension** *pp. 188-201*  
Requestor: Brandon Stevens, Councilman/Legislative Operating Committee Chair
- 2. Adoption of resolution # 06-14-17- B Oneida Nation Seal and Flag Rules Second Extension** *pp. 202-210*  
Requestor: 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. 211-214*
- 2. Accept June 7, 2017, Legislative Operating Committee meeting minutes** *pp. 215-219*
- 3. Review Landlord-Tenant Rule #4 entitled Income Based Rent to Own Program, Eligibility, Selection, and Other Requirements** *pp. 220-264*
- 4. Determine next steps regarding memorandum entitled Oneida Health Board – GTC Directive** *pp. 265-267*  
Sponsor: Brandon Stevens, Councilman; Legislative Operating Committee Chair
- B. Finance Committee**  
Chair: Trish King, Tribal Treasurer
- 1. Approve June 19, 2017, Finance Committee meeting minutes** *pp. 268-273*
- 2. Enter E-Poll results into the record in accordance with OBC SOP entitled Conducting Electronic Voting:**  
Sponsor: Lisa Summers, Tribal Secretary

- a. **Approved June 5, 2017, Finance Committee meeting minutes** pp. 274-285  
Requestor: Larry Barton, Chief Financial Officer

## VIII. APPOINTMENTS

- A. **Approve recommendation to appoint Patricia Powless, Jason Martinez, and Pearl Webster to the Oneida Personnel Commission** pp. 286-288  
Sponsor: Tina Danforth, Tribal Chairwoman
- B. **Approve recommendation to appoint Stacey Nieto, Gerald DeCoteau, and Yvonne Jourdan to the Oneida Personnel Commission** pp. 289-291  
Sponsor: Tina Danforth, Tribal Chairwoman
- C. **Approve recommendation to appoint Robert Barton to the Oneida Airport Hotel Corp. Board of Directors** pp. 292-294  
Sponsor: Tina Danforth, Tribal Chairwoman

## IX. NEW BUSINESS

- A. **Accept presentation of Development Division re-organizational structure as information** pp. 295-319  
*(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. 320-351  
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. 352-366  
Requestor: Michael Troge, Environmental Project Manager/Eco-Services Dept.  
Sponsor: Patrick Pelky, Division Director/Environmental Health & Safety
- D. **Approve Oneida Nation Solar LL.C. Operating agreement – file # 2017-0655** pp. 367-448  
Requestor: Michael Troge, Environmental Project Manager/Eco-Services Dept.  
Sponsor: Patrick Pelky, Division Director/Environmental Health & Safety
- E. **Post vacancy to Oneida Personnel Commission with term end date of 2/28/21** pp. 449-450  
Requestor: Kathleen Metoxen, Records Technician II/BC Support Office  
Sponsor: Lisa Summers, Tribal Secretary
- F. **Approve OBC SOP entitled Stipends for OBC - Elect during Transition** pp. 451-456  
Sponsor: Lisa Summers, Tribal Secretary
- G. **Accept memorandum regarding OBC Members and Political Appointments Ending Elected Terms** pp. 457-459  
Sponsor: Geraldine Danforth, Area Manager/Human Resources Dept.
- H. **Approve authorization to proceed with construction contract award for CIP # 14-013 – Early Head Start Facility with understanding additional funds are included in FY18 budget** pp. 460-465  
Requestor: Paul Witek, Senior Tribal Architect  
Sponsor: Troy Parr, Assistant Division Director/Development-Development

- I. Approve Oneida Nation Fiscal Year 2018 Indian Housing Plan** *pp. 466-467*  
Sponsor: Dale Wheelock, Executive Director/Oneida Housing Authority
- J. Accept two (2) SOPs regarding Emergency Closures as information** *pp. 468-482*  
Sponsor: Kaylynn Gresham, Director/Emergency Management
- K. Approve two (2) actions regarding August 23, 2017, regular Business Committee meeting** *pp. 483-495*  
Sponsor: Lisa Summers, Tribal Secretary
- L. 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 Back Forty Mine – reference # 2017-0592** *pp. 496-510*  
Requestor: Nathan King, Director/Intergovernmental Affairs & Communications

## **X. TRAVEL**

### **A. TRAVEL REPORTS**

- 1. Accept travel report – Councilman David Jordan – WI Republican Night – Washington D.C. – April 25-27, 2017** *pp. 511-514*
- 2. Accept travel report – Councilman Tehassi Hill – American Indian/Alaska Native Public Witness Hearing –Washington D.C. – May 15-17, 2017** *pp. 515-519*

### **B. TRAVEL REQUESTS**

- 1. Enter E-Poll results into the record in accordance with OBC SOP entitled Conducting Electronic Voting:**  
Sponsor: Lisa Summers, Tribal Secretary
- a. Approve travel request – Treasurer Trish King and up two (2) additional OBC members – Midwest Alliance of Sovereign Tribes (MAST) summer meeting – Hinkley, MN – July 13-14, 2017** *pp. 520-529*  
Sponsor: Lisa Summers, Tribal Secretary

**XI. 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. 530-539  
Sponsor: Fawn Billie, Councilwoman

**B. Petitioner Sherrole Benton: Request to change pre-employment drug testing for marijuana**

- 1. Accept status update as information** pp. 540-542  
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) actions regarding Petitioner Edward Delgado: Trust Land Distribution** pp. 543-552  
Sponsor: Lisa Summers, Tribal Secretary

- 1. Accept legislative analysis** pp. 553-557  
Sponsor: Brandon Stevens, Councilman/Legislative Operating Committee Chair

- D. Determine next steps regarding GTC directive for advising attorney** pp. 558-563  
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

- E. Select date regarding the Tribal Chair's call for a special GTC meeting** *pp. 564-572*  
Sponsor: Lisa Summers, Tribal Secretary
- F. Accept correspondence to GTC dated June 19, 2017, as information** *pp. 573-586*  
Sponsor: Lisa Summers, Tribal Secretary
- G. Enter E-Poll results into the record in accordance with OBC SOP entitled Conducting Electronic Voting:**  
Sponsor: Lisa Summers, Tribal Secretary
- 1. Approved memorandum to cancel 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. 587-597*  
Requestor: Brandon Stevens, Councilman
  - 2. Approved correspondence which directs the Oneida Law Office to file a request with the Judiciary to provide Declaratory, Injunctive, or Other Relief regarding requirement to properly notice special GTC meeting materials for the identified June 28, 2017, date** *pp. 598-731*  
Requestor: Lisa Summers, Tribal Secretary
  - 3. Failed request to approve scheduling a special GTC meeting on October 22, 2017** *pp. 732-739*  
Requestor: Lisa Summers, Tribal Secretary

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

**A. REPORTS**

- 1. Accept Chief Counsel report dated June 12, 2017 – Jo Anne House, Chief Counsel** *pp. 740-762*
- 2. Accept Chief Counsel report dated June 27, 2017 – Jo Anne House, Chief Counsel** *p. 763*
- 3. Accept Intergovernmental Affairs & Communications report – Nathan King, Director** *pp. 764-779*
- 4. Accept Chief Financial Officer report – Larry Barton, Chief Financial Officer** *pp. 780-785*

**B. STANDING ITEMS**

- 1. Land Claims Strategy** (*No Requested Action*)
- 2. Oneida Golf Enterprise – Ladies Professional Golf Association** *pp. 786-793*  
Sponsor: Trish King, Tribal Treasurer (*This item is scheduled to begin at 8:30 a.m.*)
  - a. Approve Oneida Golf Enterprise agent amendment** *pp. 794-799*

**C. AUDIT COMMITTEE**

Chair: Tehassi Hill, Councilman

- 1. Accept March 28, 2017, Audit Committee meeting minutes** *pp. 800-803*
- 2. Accept May 22, 2017, Audit Committee meeting minutes** *pp. 804-808*
- 3. Approve audit entitled Employee Advocacy Dept. Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit** *pp. 809-816*

4. Approve audit entitled Environmental Health & Safety Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 817-825*
5. Approve audit entitled Four Card Poker Rules of Play; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 826-840*
6. Approve audit entitled Grants Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 841-852*
7. Approve audit entitled Higher Education Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 853-864*
8. Approve audit entitled Integrated Food Systems Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 865-875*
9. Approve audit entitled Kalihwisaks Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 876-884*
10. Approve audit entitled Mini Baccarat Rules of Play; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 885-901*
11. Approve audit entitled Pardon & Forgiveness Screening Committee Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 902-911*
12. Approve audit entitled Three Card Poker Rules of Play; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 912-924*
13. Approve audit entitled reissued Ticket and Merchandise Distribution; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 925-940*
14. Approve audit entitled Utilities Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 941-950*
15. Approve audit entitled Veterans Service Administration Performance Assurance; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 951-959*
16. Approve audit entitled Tsyunhehkwa Performance Assurance audit; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 960-972*
17. Approve audit entitled Tourism Performance Assurance audit; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 973-983*
18. Approve audit entitled Oneida Election Board Performance Assurance audit; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 984-992*
19. Approve audit entitled Roulette Rules of Play; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 993-1011*
20. Approve audit entitled Oneida Nation School Board Performance Assurance audit; and lift confidentiality requirement to allowing Tribal Members to view the audit *pp. 1012-1022*

**D. UNFINISHED BUSINESS**

- 1. Defer update regarding complaint # 2017-DR16-01 to the July 26, 2017, regular Business Committee meeting** pp. 1023-1026  
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. Review draft policy regarding wage adjustment procedures** pp. 1027-1029  
Sponsors: Geraldine Danforth, Area Manager/Human Resources Dept.; Melinda J. Danforth, Tribal Vice-Chairwoman; Trish King, Tribal Treasurer; Lisa Summers, Tribal Secretary

*EXCERPT FROM MAY 24, 2017: 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.*

*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.*

- 3. Determine next steps regarding non-gaming employee incentive proposal for FY18** pp. 1030-1032  
Sponsor: Geraldine Danforth, Area Manager/Human Resources Dept.

*EXCERPT FROM MAY 24, 2017: (1) 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. (2) 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.*

**E. NEW BUSINESS****1. JUNE 14, 2017, AGENDA REQUESTS<sup>1</sup>**

- a. Review complaint # 2017-DR06-09** *pp. 1033-1078*  
Sponsor: Lisa Summers Tribal Secretary
- b. Approve Husch Blackwell LLP. attorney contract – file # 2017-0683** *pp. 1079-1104*  
Chair: Yvonne Jourdan, Oneida Personnel Commission  
Liaison Alt: David Jordan, Councilman
- c. Adopt resolution entitled Regarding Pardon of Jennifer Wilson** *pp. 1105-1107*  
Sponsor: Lisa Summers, Tribal Secretary

**2. JUNE 28, 2017, AGENDA REQUESTS**

- a. Approve limited waiver of sovereign immunity – Election Systems & Software LLC. – contract # 2017-0698 (*This item is scheduled to begin at 10:30 a.m.*)** *pp. 1108-1116*  
Chair: Racquel Hill, Oneida Election Board  
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman
- b. Review recommendation; and agree on final decision regarding complaints # 2017-DR08-01, # 2017-DR08-02, and # 2017-DR08-03** *pp. 1117-1126*  
Sponsors: David Jordan, Councilman; Brandon Stevens, Councilman; Jennifer Webster, Councilwoman
- c. Enter E-Poll results into the record in accordance with OBC SOP entitled Conducting Electronic Voting:**  
Sponsor: Lisa Summers, Tribal Secretary
- 1. Approval of Chairwoman Cristina Danforth, Councilman Tehassi Hill, and Councilman Brandon Stevens as the Oneida Nation team for the government to government meeting with Oneida Nation of New York regarding trademark issue** *pp. 1127-1134*  
Requestor: Jo Anne House, Chief Counsel
- 2. Approval of Secretary Lisa Summers, Councilman Tehassi Hill, and Councilwoman Jennifer Webster as the Oneida Nation team for the government to government meeting with the Oneida Indian Nation; and to approve the team's travel** *pp. 1135-1146*  
Requestor: Lisa Summers, Tribal Secretary
- 3. Approved correspondence regarding complaint # 2017-CC-05; and to direct the Tribal Secretary to send the correspondence** *pp. 1147-1156*  
Requestor: Jo Anne House, Chief Counsel
- 4. Approved Development Division re-organizational structure; and to assign Secretary Lisa Summers, Councilman Tehassi Hill, and Councilwoman Jennifer Webster to a sub-team authorized to complete the necessary Human Resource functions to implement the approved structure** *pp. 1157-1178*  
Requestors: Jacque Boyle, Assistant Division Director/Development-Operations;  
Troy Parr, Assistant Division Director/Development-Development

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<sup>1</sup> The June 14, 2017, regular Business Committee meeting was cancelled due to unforeseen circumstances.

5. **Approval of forwarding concern regarding Native American Hiring Provision (NAHP) and Tribal Equal Rights Office (TERO)/Indian Preference (IP) in totality to the Intergovernmental Affairs and Communications Department for the development of a strategy on how to address the issue to be brought back as part of the next Intergovernmental Affairs and Communications report** *pp. 1179-1247*  
Requestor: Travis Wallenfang, Coordinator/Indian Preference Office
6. **Approval of one (1) enrollment relinquishment** *pp. 1248-1256*  
Requestor: Cheryl Skolaski, Director/Enrollments Dept.
7. **Approved Cooperative Governance Agreement between Oneida Nation and Town of Oneida, as amended – file # 2017-0679** *pp. 1257-1283*  
Requestor: Lisa Summers, Tribal Secretary
8. **Adoption of resolution # 06-14-17-C Regarding Pardon of Tabitha Hill** *pp. 1284-1290*  
Requestor: Kathleen Metoxen, Records Technician II/BC Support Office

### **XIII. ADJOURN**

Posted on the Oneida Nation's official website, [www.oneida-nsn.gov](http://www.oneida-nsn.gov), at 2:30 p.m., Friday, June 23, 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~~ **MEETING CANCELLED**

**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: Kathleen M. Metoxen, Records Tech 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:

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.

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

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Administer Oath of Office to Isaiah Skenandore to the Oneida Environmental Resource Board.

3. Supporting Materials

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Kathleen M. Metoxen, Executive Tribal Clerk  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

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

The posting was in the March 2, 2017 issue of the Kalihwisaks for (2) of vacancies on the Environmental Resource Board for a (3) year term with the deadline of April 3, 2017. There were (3) applicants for the (2) vacancies on the Environmental Resource Board. The appointment was made on the April 26, 2017 BC Agenda.

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

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Administer Oath of Office to Jack Mehojah to the Oneida Public Safety Pension Board.

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Kathleen M. Metoxen, Executive Tribal Clerk  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

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

Administer the Oath of Office for a two year term to the the Oneida Public Safety Pension Board.

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

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Approve May 24, 2017, regular meeting minutes

**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, 2<sup>nd</sup> floor, Norbert Hill Center****Regular Meeting****8:30 a.m. Wednesday, May 24, 2017****BC Conference Room, 2<sup>nd</sup> 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 8:36 a.m.;

**Arrived at:** ;

**Others present:** James Bittorf, Louise Cornelius, Chad Fuss, Geraldine Danforth, Lorna Skenandore, Larry Barton, Fawn Teller, Tracey Williams, Margaret Ellis, Moon Hill, Jolene Hensberger, Tina Torrez, Nathan King, Janice Hirth, Josh 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, Krystal 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

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*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 (00:10:48)**

Motion by Lisa Summers to adopt the agenda with the following change: [Combine Executive Session – Unfinished Business item XI.E.04 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 Ness, Joel Maxam, Ronald King Jr., and Jack Mehojah (*Not present*)

**B. Oneida Nation Veterans Affairs Committee** – Carol Silva 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

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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 9:59 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: **(1:23:29)**

Ayes: Fawn Billie, Brandon Stevens, Lisa Summers, Jennifer Webster  
 Abstained: 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: Mark A. Powless 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 as 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 (00:44:59)**

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 report – 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 report – 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 SOP 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/uLp2jE>)***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 go into executive session at 10:30 a.m., seconded by Fawn Billie. Motion carried unanimously: (1:44:33)

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 – Louise Cornelius, 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 defer 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 2<sup>nd</sup> amendment – 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 (1:50:10)**

Sponsor: Jo Anne House, Chief Counsel

*EXCERPT FROM MAY 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 Minors 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 take 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 House 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 revitalization 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 (1:53:20)**

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 Anne 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.a. 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: Joanie Buckley, Division Director/Internal Services

Motion by Jennifer Webster to accept 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 as 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

**DRAFT**

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 in to 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 3<sup>rd</sup> 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: Secretary Lisa Summers stated I 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: 06 / 28 / 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:

Approve June 9, 2017, special meeting minutes

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. <input type="text" value="June 9, 2017, special 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**

**Special Meeting**  
**8:00 a.m. Friday, June 9, 2017**  
**BC Conference Room, 2<sup>nd</sup> floor, Norbert Hill Center**

**Minutes - DRAFT****SPECIAL MEETING**

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

**Not Present:** Chairwoman Tina Danforth, Councilwoman Jennifer Webster;

**Arrived at:** Councilman Brandon Stevens at 8:07 a.m.;

**Others present:** Heather Heuer, Larry Barton;

**I. CALL TO ORDER AND ROLL CALL** by Vice-Chairwoman Melinda J. Danforth at 8:00 a.m.

For the record: Chairwoman Tina Danforth will be arriving to office later this morning.  
 Councilwoman Jennifer Webster is out of the office on personal time.

**II. OPENING****III. ADOPT THE AGENDA**

*Councilman Brandon Stevens arrives at 8:07 a.m.*

Motion by Tehassi Hill to adopt the agenda as presented, seconded by Fawn Billie. Motion carried unanimously:

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

Not Present: Tina Danforth, Jennifer Webster

**IV. 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. Approve 2017 Semi-Annual GTC meeting materials**

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to approve the 2017 Semi-Annual GTC meeting materials as presented, seconded by Fawn Billie. Motion carried unanimously:

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

Not Present: Tina Danforth, Jennifer Webster

***DRAFT***

**V. ADJOURN**

Motion by Brandon Stevens to adjourn at 8:13 a.m., seconded by Tehassi Hill. Motion carried unanimously:

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

Minutes prepared by Heather Heuer, Information Management Specialist  
Minutes approved as presented on \_\_\_\_\_.

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Lisa Summers, Secretary  
ONEIDA BUSINESS COMMITTEE

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 28 / 17

**2. General Information:**

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

[Empty text box]

Agenda Header: Resolutions

Accept as Information only

Action - please describe:

Adopt Resolution regarding One-Time Funding from the Office of Tribal Justice Support, U.s Department of the Interior/Bureau of Indian Affairs

**3. Supporting Materials**

Report  Resolution  Contract

Other:

- 1. One-Time Funding OTJS/BIA
- 2. Award Letter dated May 4, 2017
- 3. [Empty text box]
- 4. [Empty text box]

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison: Trish King, Tribal Treasurer

Primary Requestor/Submitter: Gerald L. Hill, Chief Judge-Court of Appeals/Judiciary  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Denice E. Beans, Chief Judge-Trial Court/Judiciary  
Name, Title / Dept.

Additional Requestor: Marcus Zelenski, Family Court Judge/Oneida Family Court  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

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

The Oneida Judiciary, including the Oneida Family Court, participated in a comprehensive court assessment on all aspects of operation provided by the Bureau of Indian Affairs, Office of Tribal Justice Support in 2015. A report was submitted to the Oneida Nation and the Oneida Judiciary in 2016. The result of participating in the assessment is the opportunity for the Judiciary to submit a request for a One-Time funding award from the Office of Tribal Justice Support. The Oneida Nation submitted a funding proposal on behalf of the Judiciary in March of 2017 - see BC Resolution 03-08-17-B. In May, 2017, the Nation was awarded \$162,613 for specific Judiciary and Family Court expenditures. This proposed resolution acknowledges receipt of the award and allocates the resources to the Judiciary and Family Court for the items specified beginning in FY17 and until the funds have been exhausted.

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

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

**BC Resolution # \_ - - - -  
One-Time Funding – Office of Tribal Justice Support – U.S. Department of the Interior/Bureau of Indian Affairs**

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**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 has determined that the overall goal of the Oneida Nation is to protect, maintain and improve the standard of living and the environment in which the Oneida people live; and

**WHEREAS,** the Mission of the Oneida Judiciary is to administer a fair, orderly, and neutral forum for the resolution of issues that may arise out of governance of the Oneida Nation and civil actions amongst its members, other people residing on the Oneida Reservation, and those doing business with entities of the Oneida Nation. It is the mission of the Oneida Judiciary to operate as an independent branch of our government entrusted by the General Tribal Council to protect the Sovereignty of the Oneida Nation and the Rights of it members and employees; and

**WHEREAS,** the Judiciary requested the Nation to support its request for a Tribal Court Assessment be conducted by the Bureau of Indian Affairs, Office of Justice Services, Tribal Justice Support in 2015, and

**WHEREAS,** the Tribal Court Assessment was conducted and a report was submitted to the Nation and the Judiciary in 2016, and

**WHEREAS,** the Judiciary’s successful participation in the Tribal Court Assessment resulted in this One Time funding opportunity to address improvements, and

**WHEREAS,** the Oneida Nation, on behalf of its Judiciary, has submitted a request for One-Time Funding and that request has been awarded in the amount of \$162,613; and

**WHEREAS,** the One-Time Funding is to be used for the following expenditures: Additional Surveillance Camera (\$3,200); Courtroom Locks (\$10,000); Duress Alarm Upgrades (\$800); Computer Monitor (\$240); Courtroom Video Conferencing (\$42,049); Just Ware Off-site training (\$4,544); On-Site training (\$11,000); WTCCA Collaboration (\$2,000); National Judicial College – Administrative Court (\$4,500); Advanced Court (\$13,500); New Judge Training (\$20,000); Records Technician (\$19,152); and Family Court Clerk (\$31,628; and

**NOW THEREFORE BE IT RESOLVED,** that the Oneida Nation will receive a One-Time Funding award in the amount of \$162,613, to be disbursed to the Oneida Judiciary in support of recommendations in the

52 Tribal Court Assessment. Expending these funds will begin in FY 2017 and **it is specifically understood**  
53 **that this One Time funding is** above and beyond the current General Tribal Council approved budget.  
54  
55 **BE IT FURTHER RESOLVED** that all required reporting and accounting for this One Time funding will  
56 adhere to Nation's Accounting Department and the Federal funding office.



## United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Washington, D.C. 20240

IN REPLY REFER TO:

May 4, 2017

RECEIVED

MAY 04 2017

ONEIDA JUDICIARY  
Clerk of Court: *AS*

Cristina Danforth, Chairwoman  
Oneida Nation  
P.O. Box 365  
Oneida, Wisconsin 54155

Dear Chairwoman Danforth:

We are please do announce the Office of Tribal Justice Support is providing the Oneida Nation Tribal Court one time funding based on your specific funding request to be used for the following:

**Document Reference Number 7000707307 (\$162,613)**: One time funding to be used for the following: Additional Surveillance Camera (\$3,200); Courtroom Locks (\$10,000); Duress Alarm Upgrades (\$800); Computer Monitor (\$240); Courtroom Video Conferencing (\$42,049); Just Ware Off-site training (\$11,000); on-site training (\$2,171) & (\$2,373); WTCCA Collaboration (\$2,000); National Judicial College - Administrative Court (\$4,500); Advanced Court (\$13,500); New Judge Training (\$20,000); Records Technician (\$19,152); and Family Court Clerk (\$31,628).

The funds will be transferred or has been transferred to your P.L. 93-638 contract or compact and can be used in the Fiscal Year cited in the Authority. Please work with your local contracting officer/awarding official to clarify any limitations on the funds. Also, please allow for a reasonable amount of time for the funds to be distributed to your local BIA agency.

If you have any questions, please feel free to contact Tricia Tingle, Associate Director, at (202) 208-2675.

Sincerely,

*/s/ Simone Toya*

Simone Toya  
Staff Assistant

cc: Scott Sufficool, Acting Regional Director, Midwest Region  
Michelle McCormick-Corbine, BIA Awarding Official, Midwest Region  
Denice E. Beans, Chief Judge, Oneida Nation Tribal Court  
Raeann Skenandore, Court Administrator, Oneida Nation Tribal Court

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Adoption Resolution: Domestic Animal Ordinance Amendments

3. Supporting Materials

Report  Resolution  Contract

Other:

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Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Jennifer Falck, Director, Legislative Reference Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Candice E. Skenandore, Legislative Analyst, Legislative Reference Office  
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   
 DATE: June 28, 2017  
 RE: Domestic Animal Ordinance Amendments

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Please find the following attached backup documentation for your consideration of the Domestic Animal Ordinance Amendments:

1. Resolution: Domestic Animal Ordinance Amendments
2. Statement of Effect: Domestic Animal Ordinance Amendments
3. Domestic Animal Ordinance Amendments: Legislative Analysis
4. Domestic Animal Ordinance Amendments: Clean Draft
5. Domestic Animal Ordinance Amendments: Redline to Current Draft
6. Domestic Animal Ordinance Amendments: Fiscal Impact Statement

#### *Overview*

This resolution adopts amendments to the Domestic Animal Ordinance to:

- Change the name of the law from “Domestic Animal Ordinance” to “Domestic Animals”;
- Protect the health, safety, and welfare of the community by requiring certain basic measures to prevent the spread of diseases carried by domestic animals;
- Set minimum standards for the treatment of animals;
- Prohibit certain species of animals from being brought onto the Reservation;
- Regulate the keeping of livestock on lots zoned residential within the Reservation;
- Establish consequences for damages caused by domestic animals;
- Authorize Oneida Police Officers and Conservation Warden to investigate complaints and enforce this Law;
- Transfer hearing authority from ERB to the Trial Court; and
- Delegate rulemaking authority to the Environmental Health & Safety Division, Environmental Resources Board, Emergency Management Coordinator and Comprehensive Health Division.

In accordance with the Legislative Procedures Act, a public meeting was held regarding this law on June 5, 2017 with a comment period closing on June 12, 2017. There were no comments provided. This Law will become effective ten business days after the date of adoption of the resolution as identified in section 109.9-3 of the Legislative Procedures Act. The anticipated effective date will be Thursday, July 13, 2017.

#### **Requested Action**

Approve the Resolution: Domestic Animal Ordinance Amendments

**BC Resolution \_\_\_\_\_***Domestic Animal Ordinance Amendments*

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

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

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

**WHEREAS,** the Oneida Business Committee originally adopted the Domestic Animal Ordinance through resolution BC-03-13-96-B and thereafter amended it through resolution BC-06-22-11-G; and

**WHEREAS,** the Amendments respond to concerns related to enforcement of domestic animal encounters and increased reporting of dog bites; and

**WHEREAS,** these Amendments to the Domestic Animal Ordinance:

1. Change the name of the law from “Domestic Animal Ordinance” to “Domestic Animals”;
2. Protect the health, safety, and welfare of the community by requiring certain basic measures to prevent the spread of diseases carried by domestic animals;
3. Set minimum standards for the treatment of animals;
4. Prohibit certain species of animals from being brought onto the Reservation;
5. Regulate the keeping of livestock on lots zoned residential within the Reservation;
6. Establish consequences for damages caused by domestic animals and requirements following animal bites and dangerous animals;
7. Authorize Oneida Police Officers and Conservation Warden to investigate
8. complaints and enforce this Law;
9. Transfer hearing authority from ERB to the Trial Court; and
10. Delegate rulemaking authority to the Environmental Health & Safety Division, Environmental Resources Board, Emergency Management Coordinator and Comprehensive Health Division.

**WHEREAS,** a public meeting on the proposed Amendments was held on June 5, 2016 in accordance with the Legislative Procedures Act; and

**NOW THEREFORE BE IT RESOLVED,** that the Domestic Animal Ordinance Amendments are hereby adopted.



Oneida Nation  
 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



## Statement of Effect

### *Domestic Animals Ordinance Amendments*

#### *Summary*

This Resolution adopts Amendments to the Domestic Animals Ordinance (the “Law”) which:

1. Change the name of the law from “Domestic Animal Ordinance” to “Domestic Animals”;
2. Protect the health, safety, and welfare of the community by requiring certain basic measures to prevent the spread of diseases carried by domestic animals;
3. Set minimum standards for the treatment of animals;
4. Prohibit certain species of animals from being brought onto the Reservation;
5. Regulate the keeping of livestock on lots zoned residential within the Reservation;
6. Establish consequences for damages caused by domestic animals and requirements following animal bites and dangerous animals;
7. Authorize Oneida Police Officers and Conservation Warden to investigate
8. complaints and enforce this Law;
9. Transfer hearing authority from ERB to the Trial Court; and
10. Delegate rulemaking authority to the Environmental Health & Safety Division, Environmental Resources Board, Emergency Management Coordinator and Comprehensive Health Division

*Submitted by: Krystal L. John, Staff Attorney, Oneida Law Office*

#### *Analysis by the Legislative Reference Office*

This Law was originally adopted by Resolution BC-03-13-96-B and was thereafter amended by Resolution BC-06-22-11-G.

The actual revisions contained in these Amendments are listed above and are being brought forward in response to concerns related to enforcement of domestic animal encounters and increased reporting of dog bites.

A public meeting was held for these Amendments on June 5, 2017 for which the public comment period expired on June 12, 2017 in accordance with the Legislative Procedures Act. There were not any oral or written comments submitted.

The Nation does not currently have any other laws or resolutions that govern domestic animal related issues and has the authority to regulate the keeping of domestic animals within the

reservation boundaries. There is no applicable state or federal law that would preclude the Nation from exercising such authority through the adoption of these amendments.

***Conclusion***

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



## Domestic Animals Amendments Legislative Analysis

### SECTION 1. BACKGROUND

REQUESTER: Jeff Mears (EHS)	SPONSOR: Tehassi Hill	DRAFTER: Krystal John	ANALYST: Candice E. Skenandore
<b>Intent of the Amendments</b>	To protect community members from disease, set minimum standards for treatment of animals, prohibit certain animals from being brought on the Reservation, regulate livestock and establish consequences for damages caused by domestic animals.		
<b>Purpose</b>	To protect the health, safety and welfare of the community by requiring certain basic measures to prevent the spread of disease carried by domestic animals; set minimum standards for the treatment of animals; prohibit certain species of animals from being brought onto the Reservation; regulate the keeping of livestock on lots zoned residential within the Reservation; and establish consequences for damages caused by domestic animals [See <i>Domestic Animals</i> , 3 O.C. 304.1-1].		
<b>Affected Entities</b>	All Tribal members; Nation's entities and corporations; members of other federally recognized tribes; individuals and businesses leasing, occupying or using fee and/or trust land owned by/held in trust on behalf of the Nation or by individual Tribal members; individuals who consent to the Nation's jurisdiction [See <i>Domestic Animals</i> , 3 O.C. 304.4-1]. In addition, Oneida Police Department (OPD), Conservation Wardens, Environmental Health & Safety Division, Environmental Resource Board (ERB), Public Health Officer, Oneida Land Commission, Judiciary, Comprehensive Health Division and the Emergency Management Coordinator.		
<b>Affected Legislation</b>	Appealing the Trial Court's decision must follow the process set forth in the Rules of Appellate Procedure; for individuals that failed to pay a citation, ERB can pursue payment pursuant to the Garnishment law and/or Per Capita law [See <i>Domestic Animals</i> , 3 O.C. 304.11-2 (c) & (d)].		
<b>Enforcement/Due Process</b>	If this Law or orders issued under this Law are violated, a citation (fine, penalty, conditions and other orders) may be issued. All issued citations, orders and declarations shall include a prehearing date with the Trial Court. The person wishing to contest a citation must appear at the prehearing where the Trial Court will accept a plea and must schedule a hearing for those that contest the fact that they committed the act for which the citation was issued [See <i>Domestic Animals</i> , 3 O.C. 304.11].		
<b>Public Meeting</b>	A public meeting was held on June 5, 2017.		

### SECTION 2. LEGISLATIVE DEVELOPMENT

- 1
- 2 **A.** These amendments will help protect the community by giving rulemaking authority to certain entities
- 3 in order to establish rules related to disease investigations and quarantines [See *Domestic Animals*, 3
- 4 O.C. 304.5-3]. In addition, these amendments pertain to the standard treatment of animals as well as
- 5 prohibiting exotic animals from being brought on the Reservation, unless the owner/handler follows
- 6 the process set forth in this Law. The amendments also regulate livestock in residential areas and
- 7 establish consequences for damaged caused by domestic animals.
- 8

### 9 SECTION 3. CONSULTATION

10 A. The OPD, Judiciary, Oneida Conservation Department, ERB, and Environmental Health & Safety  
11 Division were involved in consultations and discussions when developing this Law.

12 B. A number of Domestic Animal laws were reviewed while developing this Law, they include:

- 13     ▪ De Pere Prohibited Animals, Sec. 86
- 14     ▪ Exotic Animal Bans Examples (Green Bay, CH 8; Village of Howard, Sec. 4-150; Village of  
15 Suamico, 11.04 (b); Village of Hobart, ' 102-5
- 16     ▪ Green Bay Ordinance-Public Health & Welfare, CH. 8
- 17     ▪ Milwaukee County Animal Ordinance, CH 78
- 18     ▪ Wausau Municipal Code, Animals-Care and Control, Title 8, CH. 8.08

### 19 SECTION 4. PROCESS

20  
21 A. This Law has followed the process set forth in the Legislative Procedures Act (LPA) except that the  
22 public meeting was not properly noticed to all managers or directors. The LPA requires the public  
23 meeting notice, legislation, legislative analysis and fiscal impact statement, if fiscal impact statement is  
24 available, to be electronically provided to all managers or directors [*See Legislative Procedures Act, 1*  
25 *O.C. 109.8-2 (b)*]. The notice and backup documents were never provided electronically to all managers  
26 or directors; however, the public meeting was properly noticed in the Kalihwisaks and was made public  
27 on the Oneida Register as required by the LPA [*See Legislative Procedures Act, 1 O.C. 8-2 (a & b)*].

28 B. The Law was added to the active files list on September 19, 2015.

29 C. Work meetings were held in March of 2017.

### 30 SECTION 5. CONTENTS OF THE LEGISLATION

31  
32 A. *Jurisdiction.* This Law specifies personal and territorial jurisdiction. Personal jurisdiction is over 1)  
33 all Tribal members, Nation's entities and corporations, and member of other federal recognized tribes;  
34 2) individuals and businesses leasing, occupying or using fee land owned by the Nation or individual  
35 Tribal member and/or lands held in trust on behalf of the Nation or individual Tribal member; and 3)  
36 individuals who have consented to the Nation's jurisdiction or federal law. Territorial jurisdiction is  
37 over all land owned by the Nation or individual Tribal member's trust or fee land [*See Domestic*  
38 *Animals, 3 O.C. 304.4*].

39 B. *Authority.* The following authorities specified in Section 304.5 of this Law include the following:

- 40     ▪ OPD Officers and Conservation Wardens must investigate complaints involving domestic  
41 animals and enforce this Law.
- 42     ▪ Environmental Health & Safety Division and ERB will have joint rulemaking authority to  
43 establish and maintain a fine and penalty schedule, a licensing fee schedule and other rules  
44 necessary to enforce and implement this Law.
- 45     ▪ Environmental Health & Safety Division, Emergency Management Coordinator and  
46 Comprehensive Health Division will have joint rulemaking authority to establish rules related  
47 to disease investigations and quarantines.
- 48     ▪ Environmental Health & Safety Division must make all decisions relating to issuing licenses  
49 pursuant to this Law [*See Domestic Animals, 3 O.C. 304.5*].

50 C. *Requirements for Dogs & Cats.* After five months of age, dogs and cats must be licensed annually  
51 and vaccinated for rabies. If district quarantine is initiated, the dogs and cats located in the area in

52 which the district quarantine was issued must be kept securely confined, tied, leashed or muzzled.  
53 Animals that are immunized against rabies are exempt from district quarantine requirements. Dogs  
54 and cats can only be outside their owner's premises if the animals are crated, penned or on a leash. If  
55 the animal is a nuisance, having two or more verified disturbances of excessive barking or running  
56 lose or one verified disturbance involving threatening behavior, OPD and Conservation can pick up  
57 the animal. A single residential household can have up to 1) three dogs, 2) three cats or 3) a  
58 combination of dogs and cats that does not exceed five animals. The Law allows for an exception if  
59 they exceed this amount prior to the Law becoming effective, keep or possess a litter or resides on a  
60 farm [*See Domestic Animals, 3 O.C. 304.6*].

61 **D. Treatment of Animals.** The Law sets out how animals are to be treated including requiring access to  
62 food and water, setting the minimum standards for animal shelters, and prohibiting the mistreatment  
63 of animals as well as requiring employees to report animal mistreatment to OPD [*See Domestic*  
64 *Animals, 3 O.C. 304.7*].

65 **E. Prohibited Animals.** The Law prohibits exotic animals on the Reservation; the list of exotic animals  
66 is found in Section 304.8-2 of this Law. A zoological park and/or sanctuary, educational or medical  
67 institution and specially trained entertainment organizations receive a permit from the Oneida  
68 Conservation Department can own, harbor or possess exotic animals. If an animal is seized because  
69 of being a prohibited animal, the Oneida Conservation Department or its designee will hold the  
70 animal in order to determine if the animal is an endangered species, costs for hold the animal may be  
71 the responsibility of the defendant. If a prohibited animal is released or escapes, the owner must  
72 immediately notify the Oneida Conservation Department and/or OPD and is liable for costs of  
73 recapture. Anyone that unlawfully has a prohibited animal must forfeit or surrender the animal to the  
74 Oneida Conservation Department or designee. Trial Court can direct the animal be destructed or  
75 transferred to the appropriate handler. The defendant will be responsible for the costs [*See Domestic*  
76 *Animals, 3 O.C. 304.8*].

77 **F. Regulation of Livestock.** Livestock can only be kept in residential zoned area if the Oneida Land  
78 Commission issues a conditional use permit. The owner of the livestock is responsible for any  
79 damage that occurred due to the livestock escaping from its confined area. In order to keep more than  
80 four hens, the owner must receive a permit from the Oneida Conservation Department. Roosters are  
81 not allowed [*See Domestic Animals, 3 O.C. 304.9*].

82 **G. Dangerous Animals.** Dangerous animals are animals that approach or chase humans or domestic  
83 animals in a way that risks attack without provocation or animals that bite, inflict injury attack or  
84 endanger humans or domestic animals without provocation. No person can harbor or keep dangerous  
85 animals within the Reservation unless the animal is leashed and muzzled when it is out of its confined  
86 area; when confined, the animal must be securely confined indoors or in a secured enclosed and  
87 locked pen or kennel; that the owner display a sign warning of a dangerous animal; that the animal be  
88 spayed or neutered; that the owner obtains liability insurance; the animal is micro-chipped; that the  
89 owner keeps OPD notified if the animal is at large, attacked another animal or human and when the  
90 animal died, was sold, or given away. In addition, ERB can waive any of the above mentioned  
91 requirements, minus the ongoing notifications to OPD, if ERB deems it to be unnecessary. If the  
92 owner does not comply with these regulations, the animal may be euthanized [*See Domestic Animals,*  
93 *3 O.C. 304.10-1 & 304.10-2*].

94 No one can bring or keep a vicious animal on the Reservation. An OPD Officer, Oneida  
95 Conservation Warden and/or the Trial Court can declare an animal to be a vicious animal if, among

96 other things, the animal has killed a domestic animal or pet or inflicted substantial bodily injury to a  
97 person without provocation, is suspected of being trained for dog fighting or has been declared to be a  
98 prohibited dangerous animal in another jurisdiction. If an owner is found to have a vicious animal,  
99 the owner must attend a mandatory Trial Court prehearing and at the prehearing it will be decided if  
100 attendance at a hearing is required if restitution is appropriate. The OPD Officer or Conservation  
101 Warden are responsible for enforcing to provisions set forth in this Law that pertain to vicious  
102 animals. The prehearing and hearing requirements are found in section 304.10-3 (b) of this Law [*See*  
103 *Domestic Animals, 304.10-3*].

104 The owner must notify OPD if their dog or cat bites another human or other domestic animal  
105 and the responding officer or warden will 1) determine if the animal is properly licensed and is  
106 current on vaccinations, 2) ensure all information is correct, 3) contact the Environmental, Health &  
107 Safety Division, and 4) ensure the animal is vaccinated for rabies, if the animal is vaccinated for  
108 rabies, the owner must be ordered to quarantine the animal and have a veterinarian test the animal for  
109 rabies. If the animal is not vaccinated for rabies, the officer or warden will order the owner to  
110 quarantine the animal and be examined by a veterinarian to check for rabies to be euthanized. The  
111 quarantine can be extended by the veterinarian, if the veterinarian believes the animal is showing  
112 signs of rabies, the animal may be euthanized [*See Domestic Animals, 3 O.C. 304.10-4*].

113 **H. Owner Liability for Domestic Animals & Violations, Enforcement and Appeals.** Owners are liable for  
114 damages caused by their domestic animals [*See Domestic Animals, 3 O.C. 304.11*]. Citations for  
115 violating this Law and/or orders may include fines, penalties and conditional and other orders. All  
116 citations, orders and declarations issued pursuant to this Law must include a pre-hearing and if  
117 necessary, a hearing to be scheduled within 90 days of the date of the prehearing [*See Domestic*  
118 *Animals, 3 O.C. 304.12*].

119

## 120 **SECTION 6. EFFECT ON EXISTING LEGISLATION**

121 **A.** These amendments do not conflict with other laws of the Nation.

122

## 123 **SECTION 7. ENFORCEMENT**

124 **A.** OPD Officers and Conservation Wardens must enforce this Law. They have the authority to 1) seize  
125 and animal, 2) issue citations, and 3) use force to stop an immediate threat to public safety caused by  
126 an animal [*Domestic Animals, 3 O.C. 304.5-1 (b)*].

127 **B.** According to OPD, the current staffing level is sufficient to implement this Law; no additional staff is  
128 required for implementation as OPD is currently handling these complaints.

129

## 130 **SECTION 8. ACCOUNTABILITY**

131 **A.** The Environmental Health & Safety Division and ERB have delegated joint rulemaking authority to  
132 establish and maintain a fine and fee schedule, a licensing schedule and other rules to enforce and  
133 implement the Law. In addition, the Environmental Health & Safety Division, Emergency  
134 Management Coordinator and Comprehensive Health Division have delegated joint rulemaking  
135 authority to establish rules related to disease investigations and quarantines. Furthermore,  
136 Environmental Health & Safety Division will make all decisions related to issuing a license in  
137 accordance with this Law [*See Domestic Animals, 3 O.C. 304.5-2 through 304.5-4*].

138

139 **SECTION 9. OTHER CONSIDERATIONS**140 **A.** The LOC may want to consider the following:

- 141 1. *Number of domestic animal licenses issued & Number of animal bites.* According to Public  
142 Health Sanitarian, there are 38 current up-to-date domestic animal licenses issued for 2017.  
143 The Public Health Sanitarian also verified that there were 15 bites in 2015, 1 cat bite and 1  
144 dog vs. dog; 15 bite reports in 2016, 1 dog vs. dog; and four bite reports so far in 2017.
- 145 2. *Number of Citations and ERB hearings regarding Domestic Animal law violations.* The  
146 following table shows how many citations involving violations of the current Domestic  
147 Animals Ordinance were issued from 2012 through 2016. In addition, the table identifies  
148 how many hearings ERB held involving these citations as well as how many citation issues  
149 resulted in stipulations and how many citations were paid after a hearing was scheduled but  
150 prior to the hearing commencing [*Information received from ERB*].

Year	# of Citations	# of Hearings Held	# of Stipulations	Paid before Hrg
2012	1	1	0	0
2013	2	1	1	0
2014	3	3	0	0
2015	10	8	2	0
2016	18	1	12	4
<b>Total</b>	34	14	15	4

151

152 **B.** Please refer to the fiscal impact statement for any financial concerns.

153

154

**Title 3. Health and Public Safety - Chapter 304****DOMESTIC ANIMALS****Katse-na Olihwe-ke***matters concerning the pet animals*

304.1. Purpose and Policy	304.6. Requirements for Dogs and Cats
304.2. Adoption, Amendment, Conflicts	304.7. Treatment of Animals
304.3. Definitions	304.8. Prohibited Animals
304.4. Jurisdiction	304.9. Regulation of Livestock
304.5. Licensing, Authority, Investigation, Responsibilities and Enforcement Powers	304.10. Dangerous Animals and Vicious Animals
	304.11. Violations, Enforcement and Appeals

---

**1 304.1. Purpose and Policy**

2 304.1-1. *Purpose.* The purpose of this law is to:

- 3 (a) protect the health, safety, and welfare of the community by requiring certain basic  
4 measures to prevent the spread of disease carried by domestic animals;  
5 (b) set minimum standards for the treatment of animals;  
6 (c) prohibit certain species of animals from being brought onto the Reservation;  
7 (d) regulate the keeping of livestock on lots zoned residential within the Reservation; and  
8 (e) establish consequences for damages caused by domestic animals.

9 304.1-2. *Policy.* It is the policy of the Nation to protect the health, safety, and welfare of the  
10 community by:

- 11 (a) requiring certain basic measures to prevent the spread of disease carried by domestic  
12 animals;  
13 (b) establishing requirements for licensing domestic animals, and  
14 (c) regulating the types of animals may be kept as domestic animals.  
15

**16 304.2. Adoption, Amendment, Repeal**

17 304.2-1. This law was adopted by Oneida Business Committee by resolution BC-03-13-96-B  
18 and amended by resolutions BC-06-22-11-G and \_\_\_\_\_.

19 304.2-2. This law may be amended or repealed by the Oneida Business Committee and/or  
20 General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

21 304.2-3. Should a provision of this law or the application thereof to any person or  
22 circumstances be held as invalid, such invalidity does not affect other provisions of this law  
23 which are considered to have legal force without the invalid portions.

24 304.2-4. In the event of a conflict between a provision of this law and a provision of another  
25 law, the provisions of this law shall control.

26 304.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.  
27

**28 304.3. Definitions**

29 304.3-1. This section governs the definitions of words and phrases used within this law. All  
30 words not defined herein are to be used in their ordinary and everyday sense.

31 (a) "District Quarantine" means a rabid or otherwise diseased Domestic Animal is  
32 suspected or known to be within a discernible area and all such animals reasonably  
33 suspected of being infected are subject to enforced isolation for a period of time to limit  
34 or prevent the spread of disease or infection and during which time said animals are  
35 tested for diseases, including rabies.

36 (b) "Domestic animals" means dogs, cats, ferrets, rabbits, guinea pigs, turtles, birds,  
37 pigeons, hamsters, non-venomous reptiles, amphibians, and arachnids, and all other  
38 animals commonly owned as household pets, provided that domestic animals specifically  
39 excludes exotic animals as identified in section 304.8-2.

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- 40 (c) “Fine” means a monetary punishment issued to a person violating this law and/or the  
41 rules created pursuant to this law.
- 42 (d) “Judiciary” means the judicial system that was established by Oneida General Tribal  
43 Council resolution GTC-01-07-13-B to administer the judicial authorities and  
44 responsibilities of the Nation.
- 45 (d) “Livestock” means any equine (i.e. horse, donkey, etc.), bovine (i.e. cow, steer,  
46 heifer, etc.), sheep, goat, pig, or domestic fowl, including game fowl raised in captivity.
- 47 (e) “Nation” means the Oneida Nation.
- 48 (f) “Owner” means any person who owns, harbors, keeps, controls or acts as a caretaker  
49 for an animal. Absent evidence of alternative adult ownership, this law presumes that  
50 domestic animals are owned by the adult homeowner or renter.
- 51 (g) “Penalty” means a punishment, other than a fine, imposed on a person violating this  
52 law and/or the rules created pursuant to this law and may include, but is not limited to,  
53 the confiscation of wildlife with return of the same at the discretion of the Judiciary and  
54 restitution.
- 55 (h) “Reservation” means all the property within the exterior boundaries of the  
56 Reservation of the Oneida Nation, as created pursuant to the 1838 Treaty with the Oneida  
57 7 Stat. 566, and any lands added thereto pursuant to federal law.
- 58 (i) “Quarantine” means the act of keeping an animal in enforced isolation for a period of  
59 time to limit or prevent the spread of disease or infection and during which time said  
60 animal is tested for diseases, including rabies.
- 61 (j) “Tribal member” means an enrolled member of the Nation.

62

### 63 **304.4. Jurisdiction**

64 304.4-1. *Personal Jurisdiction.* This law applies to:

- 65 (a) All Tribal members; the Nation’s entities and corporations; and members of other  
66 federally-recognized tribes.
- 67 (b) Individuals and businesses leasing, occupying or otherwise using fee land owned by  
68 the Nation or by individual Tribal members; and/or lands held in trust on behalf of the  
69 Nation or individual Tribal members.
- 70 (c) Individuals who have consented to the jurisdiction of the Nation or as otherwise  
71 consistent with federal law. For the purposes of this subsection, an individual shall be  
72 considered to have consented to the jurisdiction of the Nation:
- 73 (1) By entering into a consensual relationship with the Nation, or with the  
74 Nation’s entities, corporations, or Tribal members, including but not limited to  
75 contracts or other agreements; or
- 76 (2) By other facts which manifest an intent to consent to the authority of the  
77 Nation, including failure to raise an objection to the exercise of personal  
78 jurisdiction in a timely manner.

79 304.4-2. *Territorial Jurisdiction.* This law extends within the Reservation to all land owned by  
80 the Nation and individual Tribal member trust and/or fee land.

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- 81  
82 **304.5. Authority**  
83 304.5-1. *Oneida Police Department.* Oneida Police Officers and Conservation Wardens shall:  
84 (a) investigate complaints involving domestic animals;  
85 (b) enforce the provisions of this law through appropriate means, including but not  
86 limited to:  
87 (1) seizing any animal:  
88 (A) taken, employed, used, or possessed in violation of this law; and/or  
89 (B) mistreated, rabid or otherwise in danger or dangerous.  
90 (2) issuing citations consistent with the fine and penalty developed according to  
91 section 304.5-2.  
92 (3) using force, up to and including lethal force, to stop an immediate threat to  
93 public safety caused by an animal. Where lethal force is used, such execution  
94 shall be conducted in as humane manner as possible and, to the extent feasible,  
95 avoids damage to the animal's head.  
96 304.5-2. *General Rulemaking Authority.* The Environmental Health and Safety Division and  
97 the Environmental Resource Board are hereby delegated joint rulemaking authority to establish  
98 and maintain:  
99 (a) A fine and penalty schedule;  
100 (b) A licensing fee schedule; and  
101 (c) Other rules as necessary to enforce and implement this law.  
102 304.5-3. *Disease Investigation and Quarantine Rulemaking Authority.* The Environmental  
103 Health and Safety Division, the Emergency Management Coordinator and Comprehensive  
104 Health Division are hereby delegated joint rulemaking authority to establish rules related to  
105 disease investigations and quarantines.  
106 304.5-4. *Issuance of Licenses.* The Environmental Health and Safety Division shall make all  
107 decisions related to the issuance of a license in accordance with this law.  
108  
109 **304.6. Requirements for Dogs and Cats**  
110 304.6-1. *License Required.* An annual license is required to keep any dog or cat over five (5)  
111 months of age.  
112 (a) The license year commences on January 1<sup>st</sup> and ends December 31<sup>st</sup>. To be eligible  
113 for a license, the owner shall provide the licensing fee and proof of current rabies  
114 vaccination.  
115 (b) The owner shall securely attach the tag to the animal's collar and shall require the  
116 animal wear the collar at all times, provided that this requirement does not apply to dogs  
117 or cats:  
118 (1) hunting or actively involved in herding or controlling livestock if the animal is  
119 under control of its owner;  
120 (2) within the owner's residence and/or securely confined in a fenced area; and/or  
121 (3) being shown during a competition.  
122 304.6-2. *Rabies Vaccinations Required.* Rabies vaccination is required for any dog or cat five  
123 (5) months of age or older.

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124 304.6-3. *District Quarantine.* A district quarantine may be initiated in accordance with the  
125 quarantine rules and may be initiated by staff designated by the Environmental Health and Safety  
126 Division, an Oneida Police Officer, an Oneida Conservation Warden and/or a Public Health  
127 Officer.

128 (a) If an area is subject to a District Quarantine for rabies, all dogs and cats within the  
129 district shall be kept securely confined, tied, leashed or muzzled. Any dog or cat not  
130 confined, tied, leashed or muzzled is a public nuisance and may be impounded. All  
131 Oneida Police Officers and Oneida Conservation Wardens shall cooperate in the  
132 enforcement of the Quarantine.

133 (b) An animal that is immunized against rabies as evidenced by a valid certificate of  
134 rabies vaccination or other evidence is exempt from the district quarantine provisions of  
135 this section.

136 304.6-4. *Dogs and Cats Running at Large.* It is unlawful for any dog or cat owner to permit the  
137 animal to be at any place except upon the premises of the owner, unless it is crated, penned, or  
138 on a leash under the control of a person physically able to control the animal. In addition, a  
139 nuisance dog or cat may be picked up by Oneida Police Officers or Oneida Conservation  
140 Wardens. For the purposes of this law, a nuisance dog or cat is one whose actions result in two  
141 (2) or more verified disturbances due to excessive barking and/or running loose or one (1) or  
142 more verified disturbance due to threatening behavior by a loose dog or cat.

143 (a) Stray dogs and cats shall be referred to the Oneida Police Department or Oneida  
144 Conservation Department.

145 (b) Whenever any Oneida Police Officer, Oneida Conservation Warden, or other person  
146 designated by the Chief of Police finds any dog or cat running at large, the officer/warden  
147 shall, if possible, pick up, and impound such animal.

148 (c) Whenever any impounded animal bears an identification mark, such as a collar with  
149 identification tags or license tag, the owner shall be notified as soon as reasonably  
150 possible.

151 304.6-5. *Limit on Number of Dogs and Cats.* Except as provided in (a), no more than three (3)  
152 dogs or three (3) cats; and a total of no more than five (5) dogs and cats combined; may be kept  
153 or possessed by a single residential household. For the purposes of this law, each residential lot,  
154 excluding residential lots designed as multi-family lots, constitutes a separate residential  
155 household. In cases of multi-family lots, each family unit within the lot constitutes a separate  
156 household.

157 (a) *Exception.* The limit on the number of dogs and cats a person may keep or possess  
158 does not apply to those persons who:

159 (1) are eligible for any grandfather provisions included this law's adopting  
160 resolution(s);

161 (2) keep or possess a litter of pups or kittens or a portion of a litter for a period  
162 not exceeding five (5) months from birth; and/or

163 (3) reside on a farm.  
164

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165 **304.7. Treatment of Animals**

166 304.7-1. *Food and Water.* No owner may refuse or neglect to provide an animal with a daily  
167 supply of food and water sufficient to maintain the animal in good health.

168 304.7-2. *Shelter.*

169 (a) *Minimum indoor standards of shelter:*

170 (1) The ambient temperature shall be compatible with the health of the animal.

171 (2) Indoor housing facilities shall be adequately ventilated by natural or  
172 mechanical means to provide for the health of the animals at all times.

173 (b) *Minimum outdoor standards of shelter:*

174 (1) *Shelter from Sunlight.* When sunlight is likely to cause heat exhaustion of an  
175 animal tied or caged outside, sufficient shade by natural or artificial means shall  
176 be provided to protect the animal from direct sunlight. “Caged” does not include  
177 farm fencing used to confine farm animals.

178 (2) Natural or artificial shelter appropriate to the local climatic conditions for the  
179 species concerned shall be provided as necessary for the health of the animal.

180 (3) If a dog is tied or confined unattended outdoors under weather conditions  
181 which adversely affect the health of the dog, a weather appropriate shelter of  
182 suitable size to accommodate the dog shall be provided.

183 (c) *Space Standards.* Minimum space requirements for both indoor and outdoor  
184 enclosures:

185 (1) The housing facilities shall be structurally sound and maintained in good  
186 repair to protect the animals from injury and to contain the animals.

187 (2) Enclosures shall be constructed and maintained so as to provide sufficient  
188 space to allow each animal adequate freedom of movement. Inadequate space  
189 may be indicated by evidence of debility, stress or abnormal behavior patterns.  
190 Specifically, dog kennels shall meet the following space requirements where, if  
191 there are multiple dogs in the same kennel, the base kennel space requirement is  
192 based on the size of the largest dog and the additional kennel space requirements  
193 are based on the size of each additional dog kept in the kennel:

DOG SIZE (LBS)	REQUIRED BASE KENNEL SPACE	REQUIRED ADDITIONAL KENNEL SPACE PER ADDITIONAL DOG
1-35 lbs	80 Sq. Ft.	12 Sq. Ft.
36-75 lbs	100 Sq. Ft.	18 Sq. Ft.
76 lbs or more	120 Sq. Ft.	24 Sq. Ft.

195 (d) *Sanitation Standards.* Minimum standards of sanitation for both indoor and outdoor  
196 enclosures require excreta to be removed within twenty-four (24) hours of its deposit. In  
197 the case of farm animals, nothing in this section shall be construed as imposing shelter  
198 requirements or standards more stringent than normally accepted husbandry practices.

200 304.7-3. *Mistreatment of Animals.* No person may treat any animal in a manner which causes  
201 harm, injury or death. This section does not apply to:

202 (a) normal and accepted veterinary and/or care practices; or

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203 (b) teaching, research or experimentation conducted at a facility regulated under federal  
204 or applicable state law.

205 304.7-4. *Criminal Reporting*. In addition to taking civil action under this law, any employee of  
206 the Nation shall report animal mistreatment to the Oneida Police Department.

207

208 **304.8. Prohibited Animals**

209 304.8-1. *Prohibited Animals*. No person may bring into, keep, harbor, maintain, offer for sale  
210 or barter, act as a custodian, have custody or control of, or release to the wild on the Reservation  
211 an exotic animal.

212 304.8-2. *Exotic Animals*. The following orders and families, whether bred in the wild or in  
213 captivity, and any or all hybrids are defined as “Exotic Animals”. The animals listed in  
214 parentheses are intended to act as examples and are not to be construed as an exhaustive list or  
215 limit the generality of each group of animals, unless otherwise specified:

216 (a) Class Mammalia.

217 (1) Order Chiroptera (Any bat species)

218 (2) Order Artiodactyla, (Hippopotamuses, giraffes, camels, deer) Excluding  
219 domestic cattle, swine, sheep, goats, alpaca, and llama.

220 (3) Order Carnivora.

221 (A) Family Felidae. (Lions, tigers, cougars, leopards, ocelots, servals)  
222 Excluding domestic cats.

223 (B) Family Canidae (Wolves, wolf hybrids, coyotes, coyote hybrids, foxes,  
224 jackals) Excluding domestic dogs.

225 (C) Family Ursidae. (All bears)

226 (D) Family Mustelidae. (Weasels, skunks, martins, minks) Excluding  
227 ferrets.

228 (E) Family Procyonidae. (Raccoons, coatis)

229 (F) Family Hyaenidae. (Hyenas)

230 (G) Family Viverridae (Civets, genets, mongooses)

231 (4) Order Edentata. (Anteaters, armadillos, sloths)

232 (5) Order Marsupialia. (Opossums, kangaroos, wallabies, sugar gliders)

233 (6) Order Perissodactyla. (Rhinoceroses, tapirs) Excluding horses, goats, and  
234 mules.

235 (7) Order Primates. (Lemurs, monkeys, chimpanzees, gorillas)

236 (8) Order Proboscidae. (Elephants)

237 (9) Order Rodentia. (Squirrels, beavers, porcupines, prairie dogs) Excluding  
238 guinea pigs, rats, mice, gerbils, and hamsters.

239 (b) Class Reptilia.

240 (1) Order Squamata.

241 (A) Family Helodermatidae. (Gila Monsters and Mexican beaded lizards)

242 (B) Family Varaidae. (Any monitor which will normally grow over two  
243 feet in length)

244 (C) Family Iguanidae. (Only green iguanas and rock iguanas, all others  
245 allowed)

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- 246 (D) Family Boidae. (All species whose adult length may exceed eight (8)  
 247 feet)
- 248 (E) Family Colubridae. (Boomsnangs and African twig snakes)
- 249 (F) Family Elapidae. (Coral snakes, cobras, mambas)
- 250 (G) Family Nactricidae. (Only keelback snakes, all others allowed)
- 251 (H) Family Viperidae. (Copperheads, cottonmouths, rattlesnakes)
- 252 (2) Order Crocodilia. (Crocodiles, alligators, caimans, gavials)
- 253 (c) Class Aves.
- 254 (1) Order Falconiformes. (Eagles, hawks, vultures)
- 255 (2) Order Rheiformes. (Rheas)
- 256 (3) Order Struthioniformes. (Ostriches)
- 257 (4) Order Casuariiformes. (Cassowaries and emus)
- 258 (5) Order Strigiformes. (Owls)
- 259 (d) Class Arachnida.
- 260 (1) Order Scorpiones, Family Buthidae.
- 261 (A) Arabian fat-tailed scorpion – *Androctonus crassicauda*
- 262 (B) Arizona centruroides scorpion – *Centruroides exilicauda*
- 263 (C) Death stalker – *Leiurus quinquestriatus*
- 264 (D) Egyptian yellow scorpion – *Androctonus Amoreuxi*
- 265 (E) Israeli black scorpion – *Hottentotta judaicus*
- 266 (F) S.A. giant fat-tailed scorpion – *Parabuthus transvaalicus*
- 267 (G) Sinai desert scorpion – *Androctonus bicolor*
- 268 (H) Yellow desert scorpion – *Androctonus Australia*
- 269 (2) Order Araneae, Family Theridadae.
- 270 (A) Argentina red widow spider – *Latrodectus coralinus*
- 271 (B) Brown widow spider – *Latrodectus geometricus*
- 272 (C) Red-black widow – *Lactrodectus hasselti*
- 273 (D) Red widow spider – *Lactrodectus bishop*
- 274 (E) Southern black widow spider – *Lactrodectus mactans*
- 275 (F) Western widow – *Lactrodectus Hesperus*
- 276 (3) Order Araneae, Family Laxoscelidae, Brown recluse spider – *Loxosceles*  
 277 *reclusa*
- 278 (e) Class Chilopoda.
- 279 (1) Order Scolopendromorpha, Family Scolopendridae.
- 280 (A) Amazon giant banded centipede – *Scolopendra giganea*
- 281 (B) Arizona tiger centipede – *Scolopendra viridis*
- 282 (C) Florida keys centipede – *Scolopendra alternans*
- 283 (f) Any Federal or State endangered or threatened species.
- 284 304.8-3. This section does not apply to:
- 285 (a) Individuals who are eligible for any grandfather provisions included this law's
- 286 adopting resolution(s). (b) Zoological parks and/or sanctuary, educational or medical
- 287 institution, and specially trained entertainment organizations who receive a permit from
- 288 the Oneida Conservation Department to own, harbor or possess the animals.

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289 (1) The Environmental Health and Safety Division may issue a permit under this  
290 section if:

291 (A) the animals and animal quarters are kept in a clean and sanitary  
292 condition and maintained to eliminate objectionable odors; and

293 (B) the animals are maintained in quarters so constructed as to prevent  
294 their escape.

295 (2) If approved by the Oneida Conservation Department, wildlife  
296 refuges/sanctuaries may release animals within the Reservation without applying  
297 for and receiving a permit as otherwise required under this Section.

298 304.8-4. *Seized Animals.* Any animal seized as a prohibited animal shall be held by the Oneida  
299 Conservation Department or its designee until that animal is identified to ascertain whether the  
300 animal is an “endangered or threatened species” pursuant applicable laws. At any time after such  
301 identification, the Oneida Conservation Department may seek an order from a hearing body as to  
302 the care, custody and control of the animal. The Oneida Conservation Department may also  
303 request the defendant to post a bond in an amount sufficient to satisfy the costs of holding,  
304 housing and/or caring for the animal. If the hearing body finds the animal has been taken,  
305 employed, used or possessed in violation of this section, the cost of holding the animal and any  
306 costs incurred in identifying the animals shall be assessed against the defendant.

307 304.8-5. *Notice of Release or Escape.* If an animal identified as prohibited under this section is  
308 released or escapes, the owner of the animal shall immediately notify the Oneida Conservation  
309 Department and/or the Oneida Police Department and shall be liable for any cost of recapture.

310 304.8-6. *Forfeiture of the Prohibited Animal.* Anyone found in violation of this section shall  
311 forfeit or surrender the prohibited animal to the Oneida Conservation Department or designee.  
312 Upon such forfeiture or surrender, the Judiciary Trial Court may direct destruction or transfer of  
313 the animal to a qualified zoological, educational or scientific institution or qualified private  
314 propagator for safekeeping, with costs assessed against the defendant.

315

### 316 **304.9. Regulation of Livestock**

317 304.9-1. Livestock may only be kept on land zoned residential if a conditional use permit is  
318 received from the Oneida Land Commission, however, not in excess of the following limitations:

319 (a) One (1) large animal per one (1) acre. Examples of large animals include, but are not  
320 limited to horses, cows and pigs.

321 (b) One (1) small animal per one-half (½) acre. Examples of small animals include, but  
322 are not limited to goats and sheep.

323 (c) One (1) goat or sheep per recorded lot under one-half (½) acre when setback  
324 requirements can be met.

325 304.9-2. *Liability for Damage Caused by Livestock.* Any person whose livestock escapes from  
326 its normal confined area and becomes at large is responsible for any and all damage to persons  
327 and property caused by such livestock while it is away from its normal confined area.

328 304.9-3. *Hens.* A permit from the Oneida Conservation Department, based on the rules it shall  
329 develop, is required in order to keep an excess of four (4) hens. Roosters may not be kept.

330 (a) Persons keeping hens shall keep them in the following manner:

331 (1) No person may keep a hen over eight (8) weeks of age in a principal structure.

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332 (2) Hens shall be kept within a structure such as a coop or fenced area used  
333 exclusively to keep hens and shall provide at least four (4) square feet per  
334 chicken.

335 (3) No accessory structure used to keep hens may be located within twenty-five  
336 feet (25') of any principal structure which is not owned by the person licensed to  
337 possess the hens.

338 (4) No accessory structure used to keep hens may be located in a front or side  
339 yard.

340 (b) In addition to compliance with the requirements of this section, no person may keep  
341 hens that cause any other nuisance associated with unhealthy condition, create a public  
342 health threat or otherwise interfere with the normal use of property or enjoyment of life  
343 by humans or animals.

344

### 345 **304.10. Dangerous Animals**

346 304.10-1. *Classifying Dangerous Animals.* Owners of animals meeting the definition of a  
347 dangerous animal shall comply with the requirements contained in section 304.10-2 for  
348 harboring dangerous animals.

349 (a) For the purposes of this law, an animal is presumed to be dangerous if it:

350 (1) approaches or chases a human being or domestic animal in a menacing fashion  
351 or apparent attitude of attack, without provocation; or

352 (2) bites, inflicts injury, attacks, or otherwise endangers the safety of a human  
353 being or domestic animal without provocation.

354 (b) An animal may not be deemed a dangerous animal if it bites, attacked or menaces any  
355 person or animal to:

356 (1) defend its owner or another person from an attack by a person or animal;

357 (2) protect its young or another animal;

358 (3) defend itself against any person or animal which has tormented, assaulted or  
359 abused it; and/or

360 (4) defend its owner's property against trespassers.

361 (c) An Oneida Police Officer or Oneida Conservation Warden may, in his or her  
362 discretion, declare an animal dangerous, provided that, a citation for a violation of this  
363 section may be issued without having previously received such a declaration.

364 (d) An owner of an animal declared to be dangerous may appeal such declaration in  
365 accordance with section 304.12-2. All requirements for harboring dangerous animals in  
366 section 304.10-2 except subsections (d)-(f) apply to the animal pending the outcome of  
367 the hearing unless specifically stayed by the Judiciary.

368 304.10-2. *Harboring Dangerous Animals.* No person may harbor or keep a dangerous animal  
369 within the Reservation unless all provisions of this section are complied with. Any animal that is  
370 determined to be a vicious animal in accordance with section 304.10-3 may not, under any  
371 circumstances, be kept or harbored within the Reservation.

372 (a) *Leash and Muzzle.* No person keeping or possessing a dangerous animal may permit  
373 such animal to go outside its kennel or pen unless the animal is securely leashed with a  
374 leash no longer than four feet (4') in length.

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375 (1) No person may permit a dangerous animal to be kept on a chain, rope or other  
376 type of leash outside its kennel or pen unless a person who is sixteen (16) years of  
377 age or older, competent to govern the animal and capable of physically  
378 controlling and restraining the animal is in physical control of the leash.

379 (2) The animal may not be leashed to inanimate objects such as trees, posts and  
380 buildings.

381 (3) A dangerous animal on a leash outside the animal's kennel must be muzzled  
382 in a humane way by a muzzling device sufficient to prevent the animal from  
383 biting persons or other animals. The Environmental Health and Safety Division,  
384 with approval of the Environmental Resource Board, may provide a written  
385 exception excusing an otherwise dangerous animal from being muzzled. If such a  
386 written exception is issued, it shall be carried by the animal's owner at all times.

387 (b) *Confinement*. Except when leashed and muzzled as provided in subsection (a) above,  
388 all dangerous animals shall be securely confined indoors or in a securely enclosed and  
389 locked pen or kennel that is located on the premises of the owner and constructed in a  
390 manner that does not allow the animal to exit the pen or kennel on its own volition.

391 (1) *Confinement Outdoors*. When constructed in an open yard, the pen or kennel  
392 shall, at a minimum, be constructed to conform to the requirements of this  
393 subsection.

394 (A) The pen or kennel shall be child-proof from the outside and animal-  
395 proof from the inside.

396 (B) A strong metal double fence with adequate space between fences (at  
397 least two feet (2')) shall be provided so that a child cannot reach into the  
398 animal enclosure.

399 (C) The pen, kennel or structure shall have secure sides and a secure top  
400 attached to all sides.

401 (D) A structure used to confine a dangerous animal shall be locked with a  
402 key or combination lock when the animal is within the structure.

403 (E) The structure shall either have a secure bottom or floor attached to the  
404 sides of the pen or the sides of the pen shall be embedded in the ground no  
405 less than two feet (2')

406 (F) All structures erected to house dangerous animals shall comply with  
407 the requirements of all applicable laws and rules of the Nation.

408 (G) All structures shall be adequately lighted and ventilated and kept in a  
409 clean and sanitary condition.

410 (2) *Confinement Indoors*. No dangerous animal may be kept on a porch, patio or  
411 in any part of a house or structure on the premises of the owner that would allow  
412 the animal to exit the building on its own volition. No dangerous animal may be  
413 kept in a house or structure when the windows are open or when screen windows  
414 or screen doors are the only obstacle preventing the animal from exiting the  
415 structure.

416 (c) *Signs*. The owner of a dangerous animal shall display, in prominent places on his or  
417 her premises near all entrances to the premises, signs in letters of not less than two

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418 inches (2”) high warning that there is a dangerous animal on the property. A similar sign  
419 is required to be posted on the kennel or pen of the animal. In addition, the owner shall  
420 conspicuously display a sign with a symbol warning children of the presence of a  
421 dangerous animal.

422 (d) *Spay and Neuter Requirement.* If declared dangerous by an Oneida Police Officer or  
423 Oneida Conservation Officer, the owner shall within thirty (30) days after the declaration  
424 shall provide the Environmental Resource Board with written proof from a licensed  
425 veterinarian that the animal has been spayed or neutered.

426 (e) *Liability Insurance.* If declared dangerous by an Oneida Police Officer or Oneida  
427 Conservation Officer, the owner of the dangerous animal shall present proof to the  
428 Environmental Resource Board that the owner has procured liability insurance in an  
429 amount not less than \$1,000,000 for any personal injuries inflicted by the dangerous  
430 animal. Whenever such a policy is cancelled or not renewed, the insurer shall so notify  
431 the Environmental Resource Board.

432 (f) *Microchipping.* If declared dangerous by an Oneida Police Officer or Oneida  
433 Conservation Officer, the owner of the dangerous animal shall provide proof to the  
434 Environmental Resource Board that the dangerous animal has had a microchip inserted  
435 for identification purposes within ten (10) calendars from the date the animal is declared  
436 dangerous.

437 (g) *Ongoing Notification Requirements.* After an animal has been declared dangerous, the  
438 owner shall have an ongoing duty to notify the Oneida Police Department:

439 (1) immediately if the dangerous animal is at large, is unconfined, has  
440 attacked another animal or has attacked a human being; and

441 (2) within twenty-four (24) hours if a dangerous animal has died, been sold or  
442 been given away. If the dangerous animal has been sold or given away, the  
443 owner shall also provide the name, address and telephone number of the new  
444 owner of the dangerous animal. If the dangerous animal is sold or given away  
445 to a person residing outside the Reservation or to a person or entity that falls  
446 outside of the jurisdiction of this law, the owner shall present evidence to the  
447 Oneida Police Department showing that he or she has notified the police  
448 department or other law enforcement agency of the animal's new residence,  
449 including the name, address and telephone number of the new owner. The  
450 Oneida Police Department shall forward all such notifications to the  
451 Environmental Resource Board within a reasonable amount of time.

452 (h) *Waiver by the Environmental Resource Board.* Upon request of an owner, the  
453 Environmental Resource Board may waive any requirement specified in subsections (a)-  
454 (f) that the Environmental Resource Board deems to be unnecessary for a particular  
455 dangerous animal. The Environmental Resource Board may waive the provisions of  
456 subsections (a)-(f) for a law enforcement or military animal upon presentation by the  
457 animal's owner or handler of a satisfactory arrangement for safe keeping of the animal.

458 (i) *Euthanasia.* If the owner of an animal that has been designated a dangerous animal is  
459 unwilling or unable to comply with the regulations for keeping the animal in accordance  
460 with this section, he or she may have the animal humanely euthanized by an animal

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461 shelter, the humane society or a licensed veterinarian.  
462 304.10-3. *Vicious Animals*. No person may bring or keep within the Reservation any animal that  
463 is a vicious animal under this section.

464 (a) *Declaration of Vicious Animal*. An Oneida Police Officer, Oneida Conservation  
465 Warden and/or the Judiciary Trial Court may declare an animal to be a vicious animal if  
466 the animal:

467 (1) Is a dangerous animal in noncompliance with the requirements under Section  
468 304.10-2;

469 (2) Has killed a domestic animal or pet without provocation on public or private  
470 property;

471 (3) Without provocation, has inflicted substantial bodily harm on a person on  
472 public or private property where substantial bodily harm means bodily injury that  
473 causes a laceration that requires stitches, any fracture of a bone, a concussion, a  
474 loss or fracture of a tooth or any temporary loss of consciousness, sight or  
475 hearing;

476 (4) Is suspected to be owned, trained or harbored for the purpose of dog fighting;  
477 and/or

478 (5) Has been declared to be a vicious animal and/or ordered to be destroyed in  
479 any other jurisdiction.

480 (b) *Mandatory Hearing*. The owner of an animal declared to be a vicious animal shall  
481 attend a mandatory pre-hearing with the Judiciary Trial Court, the date for which shall be  
482 included on the declaration of vicious animal. At the pre-hearing it may be determined  
483 that mandatory attendance at Judiciary Trial Court hearing is also required if restitution is  
484 appropriate. The pre-hearing and any hearings are subject to the requirements contained  
485 in section 304.12-2.

486 (1) All requirements for harboring dangerous animals in section 304.10-2 except  
487 subsections (d)-(f) apply to the said animal pending the outcome of the Judiciary  
488 Trial Court's pre-hearing and/or hearing.

489 (2) At the pre-hearing, the Judiciary Trial Court may require the animal to be  
490 impounded pending the result of the hearing.

491 (3) The Judiciary Trial Court may order a vicious animal to be destroyed if it  
492 finds it was so declared based on section 304.10-3(a)(3). If such an order is  
493 issued, the Judiciary Trial Court shall require the owner submit proof of  
494 destruction within five (5) business days from a licensed veterinarian. If the  
495 owner does not satisfy these requirements, an Oneida Police Officer and/or an  
496 Oneida Conservation Warden shall seize the animal and enforce compliance at the  
497 cost of the owner.

498 (4) If the declaration of vicious animal is upheld upon appeal, the Judiciary Trial  
499 Court shall order the animal to be removed from the Reservation. Such order  
500 shall include the notification requirements contained in section 304.10-2(g) and  
501 provide the owner with a reasonable timeframe for removing the animal from the  
502 Reservation, provided that the timeframe may not exceed thirty (30) days after the  
503 date of the Judiciary Trial Court's decision.

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504 (5) If the owner further appeals the determination of the Judiciary Trial Court to  
505 the Judiciary Court of Appeals, he or she shall submit the appeal within five (5)  
506 business days from the date of the Judiciary Trial Court's decisions, which is a  
507 shorter timeframe than required for all other appeals under this law. Upon an  
508 appeal to the Judiciary Court of Appeals, the requirement to order to remove the  
509 animal from the Reservation or any order to destroy an animal is stayed pending  
510 the outcome of the appeal.

511 (c) *Enforcement.* An Oneida Police Officer or Oneida Conservation Warden may make  
512 any inquiries deemed necessary to ensure compliance with this section and may seize an  
513 animal based on the owner's failure to comply.

514 (d) *Waiver.* The Judiciary may waive the provisions of this section for a law  
515 enforcement or military animal upon presentation by the animal's owner or handler of a  
516 satisfactory arrangement for safe keeping of the animal.

517 304.10-4. *Investigations for Suspected Domestic Animal Bites.* The owner shall notify the  
518 Oneida Police Department in the event the owner's cat or dog bites a human or another domestic  
519 animal.

520 (a) The responding Oneida Police Officer or Oneida Conservation Warden shall:

521 (1) Ascertain whether the domestic animal is properly licensed and has current  
522 vaccinations.

523 (2) Ensure all information provided is correct.

524 (3) Contact the Environmental, Health and Safety Division to notify them of the  
525 domestic animal bite.

526 (4) If the cat or dog has current rabies vaccinations, order the owner to:

527 (A) Quarantine the animal for ten (10) days; and

528 (B) Present the animal for examination by a veterinarian within twenty-  
529 four (24) hours of the bite, on the last day of quarantine and on one (1) day  
530 in between the first twenty-four (24) hours and the tenth (10<sup>th</sup>) day.

531 (5) If the cat or dog does not have current rabies vaccination, order the owner to:

532 (A) Quarantine the animal for ten (10) days or deliver the animal to an  
533 isolation facility at the owner's expense. If a home quarantine is ordered,  
534 the owner shall present the domestic animal for examination by a  
535 veterinarian within twenty-four (24) hours of the bite, on the last day of  
536 quarantine and on one (1) day in between the first twenty-four (24) hours  
537 and the tenth (10<sup>th</sup>) day; or

538 (B) Euthanize the animal and send the specimen for analysis at the  
539 owner's expense, if the animal has exhibited any signs of rabies.

540 (b) Upon expiration of a quarantine period, a veterinarian may extend the quarantine  
541 period. Upon expiration of all quarantine periods, if the veterinarian certifies that the  
542 animal has not exhibited any signs of rabies, the animal may be released from quarantine.

543 (c) If the veterinarian certifies that the animal has exhibited any signs of rabies the  
544 following shall occur:

545 (1) If the animal has current rabies vaccinations, the Oneida Police Officer or  
546 Oneida Conservation Warden may order the animal to be euthanized and send the

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547 specimen for analysis, to be paid for by the Nation.  
548 (2) If the animal does not have current rabies vaccinations, the Oneida Police  
549 Officer or Oneida Conservation Warden may order the animal to be euthanized  
550 and send the specimen for analysis at the owner's expense.

551

### 552 **304.11. Owner Liability for Domestic Animals**

553 304.11-1. Owners are liable for damages caused by their domestic animal(s).

554 (a) *First Offense*. The owner is liable for the full amount of damages caused by the  
555 domestic animal.

556 (b) *Subsequent Offenses*. The owner shall be liable for two (2) times the full amount of  
557 damages caused by the domestic animal if the owner knew or should have known that the  
558 domestic animal previously caused damages.

559

### 560 **304.12. Violations, Enforcement and Appeals**

561 304.12-1. *Citations*. Citations for the violation of this law and/or orders issued pursuant to this  
562 law may include fines, penalties and conditional and other orders in accordance with the  
563 schedule developed under section 304.5-2. A separate offense shall be deemed committed on  
564 each day during or on which a violation occurs or continues.

565 (a) Any order issued pursuant to this law that is not complied with may be physically  
566 enforced by Oneida Police Officers or Oneida Conservation Wardens at the Owner's  
567 expense.

568 (b) The Oneida Police Department, by means of Oneida Police Officers and Oneida  
569 Conservation Wardens, is authorized to take any appropriate action to prevent or remove  
570 a violation of this Law.

571 304.12-2. *Hearing and Appeals of Contested Actions*. All citations, orders and declarations  
572 issued pursuant to this law shall include a pre-hearing date with the Judiciary Trial Court which  
573 shall be set for the next scheduled monthly prehearing date that is at least thirty (30) days after  
574 the citation was issued. Persons wishing to contest a citation shall appear at the prehearing, at  
575 which time the Judiciary Trial Court shall accept pleas which either contest or admit committing  
576 the act for which the citation was issued. The Judiciary shall schedule a hearing as expeditiously  
577 as possible, provided that it shall be scheduled within ninety (90) days of the date of the  
578 prehearing, for all persons entering a plea contesting the fact that they committed the act for  
579 which a citation was issued. In addition to scheduling requested hearings, the Judiciary may also  
580 make conditional orders at the prehearing which are effective until the matter is resolved.

581 (a) *Community Service*. Community service may be substituted for monetary fines at the  
582 Judiciary's discretion, provided that, if so substituted, the Judiciary shall use the rate of  
583 one (1) hour per ten dollars (\$10) of the fine.

584 (b) *Allocation of Citation Revenue*. All citations shall be paid to the Environmental  
585 Resource Board or its designee, the proceeds of which shall be contributed to General  
586 Fund.

587 (c) *Appealing the Decision of the Judiciary Trial Court*. Any person wishing to contest  
588 the determination of the Judiciary Trial Court may appeal to the Judiciary Court of  
589 Appeals in accordance with the Rules of Appellate Procedure.

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590 (d) *Pursuing Payment of a Citation.* The Environmental Resource Board may pursue  
591 payment from parties who have failed to make the required payments through the  
592 garnishment process contained in the Garnishment law and/or by attaching the judgment  
593 to Tribal member's per capita payment pursuant to the Per Capita law.  
594

595 *End.*

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596  
597 Adopted - BC-3-13-96-B  
598 Amended – BC-06-22-11-G  
599

**Title 3. Health and Public Safety – Chapter 304**  
**ONEIDA TRIBAL REGULATION OF DOMESTIC ANIMALS ORDINANCE**  
**Kátse'na Olihwá'ke**  
*matters concerning the pet animals*

304.1. Purpose and Policy	304.6. Requirements for Dogs and Cats
304.2. Adoption, Amendment, Conflicts	304.7. Treatment of Animals
304.3. Definitions	304.8. Prohibited Animals
304.4. Jurisdiction	304.9. Regulation of Livestock
304.5. Licensing, Authority, Investigation, Responsibilities and Enforcement Powers	304.10. Dangerous Animals and Vicious Animals
	304.11. Violations, Enforcement and Appeals

**304.1. Purpose and Policy**

304.1-1. Purpose. The purpose of this law is to:

- (a) protect the health, safety, and welfare of the community by requiring certain basic measures to prevent the spread of disease carried by domestic animals;
- (b) set minimum standards for the treatment of animals;
- (c) prohibit certain species of animals from being brought onto the Reservation;
- (d) regulate the keeping of livestock on lots zoned residential within the Reservation; and
- (e) establish consequences for damages caused by domestic animals.

304.1-2. Policy. It is the policy of ~~this law~~the Nation to ~~clearly set out procedures and~~protect the health, safety, and welfare of the community by:

- (a) requiring certain basic measures to prevent the spread of disease carried by domestic animals;
- (b) establishing requirements for licensing domestic animals, ~~as well as to regulate what kinds and~~
- (c) regulating the types of animals may be kept as domestic animals. ~~It is also the policy of this law to set out in detail the structure for assessing and collecting license fees and fines to domestic animals, and for investigating and enforcing violations of this law.~~

**304.2. -Adoption, Amendment, Repeal**

304.2-1. This law ~~is was~~ adopted by ~~the~~Oneida Business Committee ~~in accordance with the Administrative Procedures Act by Resolution~~by resolution BC-03-13-96-B and amended by ~~Resolution~~resolutions BC-06-22-11-G; and \_\_\_\_\_.

304.2-2. This law may be amended or repealed by the Oneida Business Committee and/or General Tribal Council pursuant to the procedures set out in the ~~Oneida Administrative~~Legislative Procedures Act ~~by the Oneida Business Committee or the Oneida General Council.~~

304.2-3.- Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity ~~shall~~does not affect other provisions of this law which are considered to have legal force without the invalid portions.

~~304.2-4. All other Oneida law, policies, regulations, rules, resolutions, motions, and all other similar actions which are inconsistent with this law are hereby superseded unless specifically re-enacted after adoption of this law.~~

304.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

304.2-5. This law is adopted under the authority of the Constitution of the Oneida ~~Tribe of~~Indians of Wisconsin.Nation.

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### 304.3. Definitions:

304.3-1. This section ~~shall contain~~governs the definitions of words and phrases used within this law. All words ~~and phrases~~ not defined ~~within this section, or defined in any section,~~herein are to be used in their ordinary and everyday sense.

~~(a) "Conservation Official" includes any employee of the Conservation Department designated by the Oneida Business Committee to implement and enforce this law.~~

~~(b)~~(a) "District Quarantine" ~~results when~~means a rabid or otherwise diseased ~~domestic animal~~Domestic Animal is suspected or known to be within a discernible area and all such animals reasonably suspected of being infected are ~~rounded up and tested for rabies or other diseases~~subject to enforced isolation for a period of time to limit or prevent the spread of disease or infection and during which time said animals are tested for diseases, including rabies.

~~(e)~~b) "Domestic Animals" ~~refers to animals~~means dogs, cats, ~~weasels~~ferrets, rabbits, guinea pigs, turtles, ~~tropical~~ birds, pigeons, hamsters, non-venomous reptiles, amphibians, and arachnids, and all other animals commonly owned as household pets ~~on tribal land,~~ provided that domestic animals specifically excludes exotic animals as identified in section 304.8-2.

(c) "Fine" means a monetary punishment issued to a person violating this law and/or the rules created pursuant to this law.

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

(d) "Livestock" includes~~means~~ any equine (i.e. horse, donkey, etc.), bovine, (i.e. cow, steer, heifer, etc.), sheep, goat, pig, or domestic fowl, including game fowl raised in captivity.

~~(e) "Tribal Land" includes all tribal lands held in trust; all tribal lands held in fee status; all fee status lands under the control of individual members of any federally or state recognized Indian tribe, band or community; all heirship lands; and all individual trust lands within the present confines of the Reservation; and to such other lands as may be hereafter added thereto under any law of the United States, except as otherwise provided by applicable law~~

(e) "Nation" means the Oneida Nation.

~~(f)~~(f) "Owner" means any person who owns, ~~harbor~~harbors, keeps, ~~or~~ controls or acts as a caretaker for an animal. Absent evidence of alternative adult ownership, this law presumes that domestic animals are owned by the adult homeowner or renter.

(g) "Penalty" means a punishment, other than a fine, imposed on a person violating this law and/or the rules created pursuant to this law and may include, but is not limited to, the confiscation of wildlife with return of the same at the discretion of the Judiciary and restitution.

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

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(i) "Quarantine" means the act of keeping an animal in enforced isolation for a period of time to limit or prevent the spread of disease or infection and during which time said animal is tested for diseases, including rabies.

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

### 304.4. **Jurisdiction**

#### 304.4-1. Personal Jurisdiction. This law applies to:

(a) All Tribal members; the Nation's entities and corporations; and members of other federally-recognized tribes.

(b) Individuals and businesses leasing, occupying or otherwise using fee land owned by the Nation or by individual Tribal members; and/or lands held in trust on behalf of the Nation or individual Tribal members.

(c) Individuals who have consented to the jurisdiction of the Nation or as otherwise consistent with federal law. For the purposes of this subsection, an individual shall be considered to have consented to the jurisdiction of the Nation:

(1) By entering into a consensual relationship with the Nation, or with the Nation's entities, corporations, or Tribal members, including but not limited to contracts or other agreements; or

(2) By other facts which manifest an intent to consent to the authority of the Nation, including failure to raise an objection to the exercise of personal jurisdiction in a timely manner.

#### 304.4-2. Territorial Jurisdiction. This law extends within the Reservation to all land owned by the Nation and individual Tribal member trust and/or fee land.

### 304.5. Licensing, Authority, Investigation Responsibilities and Enforcement Powers

#### 304.5-1. Oneida Police Department. Oneida Police Officers and ~~304.4 1. The Oneida Conservation Department~~

~~(a) The Oneida Conservation Department shall have the power to issue and collect fees for licenses and Warden~~ shall have the power to levy and collect fines against those who violate this law consistent with the penalty provisions as further set out in this law.;

~~(b) All license fees revenue collected by the Oneida Conservation Department shall go into its general fund. All revenue from the collection of fines paid for violations of this ordinance shall go into the Oneida Police Department general fund. The Oneida Conservation Department shall be responsible for implementing this law and for placing animals in the necessary institutions as required by this law.~~

#### 304.4 2. The Oneida Police Department

~~(a) The Oneida Police Department shall be charged with investigating~~ (a) investigate complaints ~~on tribal land involving domestic animals and shall have the authority to issue citations to those;~~

~~(b) enforce the provisions of this law through appropriate means, including but not limited to:~~

(1) seizing any animal;

(A) taken, employed, used, or possessed in violation of this law ~~and shall~~

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123 ~~be authorized to seize animals suspected to be;~~ and/or  
124 (B) mistreated, rabid or otherwise in danger or dangerous;  
125 (2) issuing citations consistent with the officer may as a last resort kill fine and  
126 penalty developed according to section 304.5-2.  
127 (3) using force, up to and including lethal force, to stop an immediate threat to  
128 public safety caused by an animal. Where lethal force is used, such  
129 animal execution shall be conducted in a humane manner and in a manner that  
130 as possible and, to the extent feasible, avoids damage to the animal's head.

131 ~~304.4-3. Contesting a Fine or Citation. Any person issued a fine or citation under this law may~~  
132 ~~contest it by attending a hearing before~~ 304.5-2. General Rulemaking Authority. The  
133 Environmental Health and Safety Division and the Environmental Resource Board, are hereby  
134 delegated joint rulemaking authority to establish and maintain:

135  
136 ~~304.5-~~ Licensing (a) A fine and penalty schedule;  
137 (b) A licensing fee schedule; and  
138 (c) Other rules as necessary to enforce and implement this law.

139 304.5-3. Disease Investigation and Quarantine Rulemaking Authority. The Environmental  
140 Health and Safety Division, the Emergency Management Coordinator and Comprehensive  
141 Health Division are hereby delegated joint rulemaking authority to establish rules related to  
142 disease investigations and quarantines.

143 304.5-4. Issuance of Licenses. The Environmental Health and Safety Division shall make all  
144 decisions related to the issuance of a license in accordance with this law.

145  
146 ~~304.6-~~ Immunization 6. Requirements for Dogs and Cats

147 ~~304.6-1. 304.5-1. License required.~~  
148 (a) A dog Required. An annual license is required for the keeping of to keep any dog or cat over  
149 five (5) months of age.

150 ~~(1) Upon payment of the required dog license fee and upon presentation of~~  
151 ~~evidence that the dog is currently immunized against rabies, the conservation~~  
152 ~~official shall complete and issue to the owner a license for the dog bearing a serial~~  
153 ~~number and in the form prescribed by the Conservation Department stating the~~  
154 ~~date of its expiration, the owner's name and address, and the name, sex, sprayed~~  
155 ~~or unsprayed, neutered or unneutered, breed and color of the dog.~~

156 ~~(2) The conservation official shall keep a duplicate of the license on file.~~

157 ~~(3) After issuing the license, the conservation official shall deliver to the owner a~~  
158 ~~tag of durable material bearing the same serial number as the license, the Oneida~~  
159 ~~Tribe of Indians of Wisconsin as issuer, and the license year.~~

160 (4) (a) The license year commences on January 1<sup>st</sup> and ends December 31<sup>st</sup>. To be  
161 eligible for a license, the owner shall provide the licensing fee and proof of current rabies  
162 vaccination.

163 (b) The owner shall securely attach the tag to a the animal's collar and a shall require the  
164 animal wear the collar with the tag attached shall be kept on the dog for which the license  
165 is issued at all times but, provided that this requirement does not apply to a dog while

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dogs or cats:

~~(1) hunting, to a dog securely confined in a fenced area or to a dog while or actively involved in herding or controlling livestock if the doganimal is under control of its owner.;~~

~~(5) A new tag with a new number shall be furnished to the owner by a conservation official in place of the original tag upon presentation of the license. The conservation official shall then endorse the new tag number on the license and shall keep a record on file.~~

~~(6) The license year commences on January 1 and ends December 31.~~

~~(7) The owner of a dog more than five months of age on January 1 of any year, or five months of age within the license year shall annually, on or before the date the dog becomes five months of age, pay the dog license fee and obtain a license.~~

~~(8) The license fee shall be \$5 for a neutered male dog or spayed female dog, and \$10 for an unneutered male dog or unspayed female dog, or one half these amounts if the dog became five months of age after July 1.~~

~~(b) Exemption of dogs for blind, deaf, and mobility impaired.~~

~~(1) Every dog specially trained to lead blind or deaf person or to provide support for mobility impaired persons is exempt from the dog license fee and every person owning such dog shall receive annually a free dog license from the Conservation Official upon application.~~

~~(c) Anyone found in violation of section 304.5 1, shall be subject to the following penalties:~~

~~(1) A fine of not less than \$5 nor more than \$100 for failing to obtain a license for a dog that requires such license to be paid to the Conservation Department.~~

~~(2) A fine of not less than \$1 nor more than \$10 for obtaining a license for a dog after the required deadline for obtaining such license had passed; to be paid to the Conservation Department.~~

~~(2) within the owner's residence and/or securely confined in a fenced area; and/or~~

~~(3) being shown during a competition.~~

304.6-2. ~~304.5 2.~~ ~~Rabies vaccinations required.~~

~~(a) Vaccinations Required. Rabies vaccination is required for any dog or cat five (5) months of age or older.~~

~~(1) The owner of a dog shall have the dog vaccinated against rabies by a veterinarian within 30 days after the dog reaches four months of age and revaccinated within one year after the initial vaccinations.~~

~~(2) If the owner obtains the dog or brings the dog onto Oneida tribal land after the dog has reached four months of age, the owner shall have the dog vaccinated against rabies within 30 days after the dog is obtained or brought onto Oneida tribal land unless the dog has been vaccinated from the state of Wisconsin or another state.~~

~~(3) The owner of a dog shall have the dog vaccinated against rabies after the first two specified vaccinations by a veterinarian before the date that the immunization expires as stated on the certificate of vaccinations. Beginning with the second~~

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209 vaccination, all vaccinations expire within either one year, two years, or three  
210 years, as specified on the certificate of vaccination.

211 (b) District Quarantine:

212 ~~(1) Dogs confined.~~ If a district is quarantined ~~304.6-3.~~ District Quarantine. A district  
213 quarantine may be initiated in accordance with the quarantine rules and may be initiated by staff  
214 designated by the Environmental Health and Safety Division, an Oneida Police Officer, an  
215 Oneida Conservation Warden and/or a Public Health Officer.

216 (a) If an area is subject to a District Quarantine for rabies, all dogs and cats within the  
217 district shall be kept securely confined, tied, leashed, or muzzled. Any dog or cat not  
218 confined, tied, leashed, or muzzled is ~~declared~~ a public nuisance and may be impounded.  
219 All Oneida Police ~~Officers~~ and Oneida Conservation ~~Department officers~~ Wardens shall  
220 cooperate in the enforcement of the ~~quarantine~~ Quarantine.

221 (2) Exemption of vaccinated dog from district quarantine. A dog ~~(b)~~ An animal that  
222 is immunized ~~currently~~ against rabies as ~~evidence~~ evidenced by a valid certificate of  
223 rabies vaccination or other evidence is exempt from the district quarantine provisions of  
224 this section ~~304.5-2(b)(1).~~

225 ~~(e) Anyone found in violations of section 3045-2 shall be subject to the following~~  
226 ~~penalties:~~

227 ~~(1) Failure to obtain rabies vaccinations.~~ An owner who fails to have a dog  
228 vaccinated against rabies as required under section 304.5-2(a) shall be subject to a  
229 fine of not less than \$50 nor more than \$1,000 to be paid to the Conservation  
230 Department.

231 ~~(2) Refusal to comply with order or quarantine.~~ An owner who refuses to comply  
232 with an order issued under this section to deliver an animal to an officer, isolation  
233 facility or veterinarian shall be fined not less than \$50 nor more than \$1,000.

234 ~~304.5-3. Nuisance and vicious dogs.~~

235 ~~(a) "Nuisance dog" is defined as one whose actions results in two or more verified~~  
236 ~~disturbances to the owner's neighbors.~~

237 ~~(1) "Disturbance" is defined as a dog engaging in excessive barking, running~~  
238 ~~loose, biting, or engaging in threatening behavior.~~

239 ~~(2) The Oneida Police Department is responsible for verifying the complaints.~~

240 ~~(3) Any nuisance dog may be picked up by the Oneida Police Department or~~  
241 ~~Conservation Department.~~

242 ~~(4) A dog engaging in threatening behavior, biting, or running loose shall be~~  
243 ~~ordered kept securely confined, muzzled and otherwise securely leashed until~~  
244 ~~such time as the Oneida Conservation Department shall be informed that the~~  
245 ~~behavior of the dog has changed. An owner violating an order issued under this~~  
246 ~~subsection shall be subject to a fine not less than \$50 nor more than \$1000.~~

247 ~~(b) A vicious dog is defined as one who commits two or more unprovoked attacks on~~  
248 ~~anyone, including the owner. The Oneida Police Department is responsible for~~  
249 ~~verification.~~

250 ~~(1) The Oneida Police Department may dispose of vicious dogs at any time when~~  
251 ~~public safety is immediately threatened. When public safety is not immediately~~

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252 threatened, the Oneida Police Department may order the owner to dispose of the  
253 dog within ten days of a written order to do so.

254 (2) Animals which are running game animals or that create an immediate threat to  
255 public safety or to tribal personnel may be dealt with by using reasonable force to  
256 contain such animals. Only the Oneida Police Department and Conservation  
257 officials may perform this function.

258 (c) All dogs subject to this ordinance shall be restrained within a cage or fence or be tied up to an  
259 object that restrains the animals from roaming freely outside of the owner's premises. Said  
260 restraints shall apply only to owners whose residences are closer in proximity than a 1.5-acre  
261 radius to another residence. 304.6

262 ~~304.5-4.~~ Dogs running and Cats Running at large.

263 (a) Large. It shall be unlawful for any person owning or possessing any dog dog or cat  
264 owner to permit the same to run at large. For the purpose of this paragraph, "running at  
265 large" shall be defined to be the presence of a dog animal to be at any place except upon  
266 the premises of the owner:

267 (1) A dog shall not be considered to be running at large if it is, unless it is crated, penned, or on  
268 a leash and under the control of a person physically able to control it the animal. In addition, a  
269 nuisance dog or cat may be picked up by Oneida Police Officers or Oneida Conservation  
270 Wardens. For the purposes of this law, a nuisance dog or cat is one whose actions result in two  
271 (2) or more verified disturbances due to excessive barking and/or running loose or one (1) or  
272 more verified disturbance due to threatening behavior by a loose dog or cat.

273 (b) Impounding dogs

274 (1) (a) Stray dogs and cats shall be referred to the Oneida Police Department or Oneida  
275 Conservation Department.

276 (b) Whenever any Oneida Police Office Officer, Oneida Conservation Warden, or other  
277 person designated by the Chief of Police shall find finds any dog or cat running at large as  
278 defined in this ordinance, the officer/warden shall, if possible, pick up, and impound such  
279 animal in such a place as the Oneida Chief of Police may direct.

280 (2) (c) Whenever any impounded dog shall bear animal bears an identification mark, such  
281 as a collar with identification tags or license tag, the owner shall be notified forthwith.  
282 Any dog impounded shall be held for a period of seven days. At the end of the seven days  
283 the impounded dog shall be disposed of unless the owner thereof shall reclaim such dog  
284 and pay at the Police Department the reasonable cost of keeping such dog and an  
285 impounding fee of \$10 for the first impounding and of \$25 for the second impounding as  
286 soon as reasonably possible.

287 ~~304.5-5.~~ Number of dogs limited in residential areas.

288 (a) No 304.6-5. Limit on Number of Dogs and Cats. Except as provided in (a), no more  
289 than three (3) dogs or three (3) cats; and a total of no more than five (5) dogs and cats combined;  
290 may be kept or possessed by a single residential household. For the purposes of this law, each  
291 residential lot, excluding residential lots designed as multi-family lots, constitutes a separate  
292 residential household. In cases of multi-family lots, each family unit within the lot constitutes a  
293 separate household.

294 (a) Exception. The limit on the number of dogs and cats a person shall own, harbor,

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295 may keep or possess ~~more than five dogs within any lot of Oneida tribal land zoned as~~  
296 ~~residential, except a person who:~~

297 (1) ~~owned, harbored or possessed more than five dogs on the date he or she became~~  
298 ~~subject to this law. This exclusion shall continue as long as the owner keeps such~~  
299 ~~animals, but does not permit additional dogs which exceed the limit; or~~ apply to those  
300 persons who:

301 (1) are eligible for any grandfather provisions included this law's adopting  
302 resolution(s):

303 (2) ~~keeps~~ keep or possess a litter of pups or a portion of a litter for a period  
304 ~~not exceeding five months from birth; or~~

305 (3) ~~receives a permit from the Oneida Land Commission to operate a kennel.~~

306 (b) ~~If more than one family resides on any lot, the party exceeding the limitation~~  
307 ~~imposed by this section is in violation thereof.~~

### 304.6. — Licensing and Immunization Requirement for Cats

#### 304.6-1. ~~License required.~~

311 (a) ~~A cat license is required for the keeping of any cat over five months of age.~~

312 (1) ~~Upon payment of the required cat license fee and upon presentation of~~  
313 ~~evidence that the cat is currently immunized against rabies, the conservation~~  
314 ~~official shall complete and issue to the owner a license for the cat bearing a serial~~  
315 ~~number and in the form prescribed by the Conservation Department stating the~~  
316 ~~date of its expiration, the owner's name and address, and the name, sex, spay or~~  
317 ~~unspayed, neutered or unneutered, breed and color of the cat.~~

318 (2) ~~The conservation official shall keep a duplicate copy of the license.~~

319 (3) ~~After issuing the license, the conservation official shall deliver to the owner a~~  
320 ~~tag of durable material bearing the same serial number as the license, the Oneida~~  
321 ~~Tribe of Indians of Wisconsin as issuer, and the license year.~~

322 (4) ~~The owner shall securely attach the tag to a collar and a collar with the tag~~  
323 ~~attached shall be kept on the cat for which the license is issued at all times.~~

324 (5) ~~A new tag with a new number shall be furnished to the owner by a~~  
325 ~~Conservation Official in place of the original tag upon presentation of the license.~~  
326 ~~The Conservation Official shall then endorse the new tag number on the license~~  
327 ~~and shall keep a record on file.~~

328 (6) ~~The license year commences on January 1 and ends December 31.~~

329 (7) ~~The owner of a cat more than five months of age on January 1 of any year, or~~  
330 ~~five months of age within the license year shall annually, on or before the date the~~  
331 ~~cat becomes five months of age, pay the cat license fee and obtain a license.~~

332 (8) ~~The license fee shall be \$5 for a neutered male cat or spayed female cat, and~~  
333 ~~\$10 for an unneutered male cat or unspayed female cat, or one half these amounts~~  
334 ~~of the cat fee if the cat became five months of age after July 1.~~

335 (b) ~~Anyone found in violation of section 304.6-1, shall be subject to the following~~  
336 ~~penalties:~~

337 (1) ~~A fine of not less than \$5 nor more than \$100 for failing to obtain a license for~~

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a cat that requires such license to be paid to the Conservation Department.

(2) A fine of not less than \$1 nor more than \$10 for obtaining a license for a cat after the required deadline for obtaining such license has passed to be paid to the Conservation Department.

~~304.6 2. Rabies vaccinations required.~~

(a) Rabies vaccination is required for any cat five months or older.

(1) The owner of a cat shall have the cat vaccinated against rabies by a veterinarian within 30 days after the cat reaches four months of age and revaccinated within one year after the initial vaccinations.

(2) If the owner obtains the cat or brings the cat onto Oneida tribal land after the cat has reached four months of age, the owner shall have the cat vaccinated against rabies within 30 days after the cat is obtained or brought on to the Oneida tribal land unless the cat had been vaccinated from the state of Wisconsin or another state.

(3) The owner of a cat shall have the cat vaccinated against rabies after the first two specified vaccinations by a veterinarian before the date that the immunization expires as stated on the certificate of vaccinations. Beginning with the second vaccination, the next vaccinations expire within either one year, two years, or three years, as specified on the certificate of vaccination.

(b) District Quarantine.

(1) *Cats confined.* If a district is quarantined for rabies, all cats within the district shall be kept securely confined, tied, leashed, or muzzled. Any cat not confined, tied, leashed, or muzzled is declared a public nuisance and may be impounded. All Oneida Police and Conservation Department officers shall cooperate in the enforcement of the quarantine.

(2) *Exemption of vaccinated cat from district quarantine.* A cat that is immunized currently against rabies as evidence is exempt from the district quarantine provisions of section 304.6 2(b)(1).

(c) Anyone found in violation of section 304.5 2 shall be subject to the following penalties:

(1) *Failure to obtain rabies vaccinations.* An owner who fails to have a cat vaccinated against rabies as required under section 304.5 2(a) shall be subject to a fine of not less than \$50 nor more than \$1,000 to be paid to the Conservation Department.

(2) *Refusal to comply with order or quarantine.* An owner who refuses to comply with an order issued under this section to deliver an animal to an officer, isolation facility or veterinarian shall be fined not less than \$50 nor more than \$1,000.

~~304.6 3. Cats running at large.~~

(a) It shall be unlawful for any person owning or possessing any cat to permit the same to run at large. For the purpose of this paragraph, "running at large" shall be defined to be the presence of a cat at any place except upon the premises of the owner.

(1) A cat shall not be considered to be running at large if it is on a leash and under control of a person physically able to control it.

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381 (b) *Impounding cats.*

382 (1) Whenever any Oneida Police Officer or other person designates by the Chief  
383 of Police shall find any cat running at large as defined in this ordinance, the office  
384 shall, if possible, pick up, and impound such animal in such place as the Oneida  
385 Chief of Police may direct.

386 (2) Whenever any impounded cat shall bear an identification mark such as a collar  
387 or license tag, the owner shall be notified forthwith. Any cat impounded shall be  
388 held for a period of seven days. At the end of the seven days the impounded cat  
389 shall be disposed of unless the owner thereof shall reclaim such cat and pay at the  
390 Police Department the reasonable cost of keeping such cat and an impounding fee  
391 of \$10 for the first impounding and of \$25 for the second impounding.

392 304.6 4. *Number of cats limited in residential areas.*

393 (a) No person shall own, harbor, or possess more than five cats within any lot of Oneida  
394 tribal land zoned as residential, except a person who:

395 (1) owned, harbored or possessed more than five cats on the date he or she  
396 became subject to this law. This exclusion shall continue as long as the owner  
397 keeps such animals, but does not permit additional cats which exceed the limit; or

398 (2) keeps a litter of kittens or a portion of a litter for a period not exceeding five  
399 (5) months from birth; and/or

400 (3) receives a permit from the Oneida Land Commission to operate a kennel.

401 (b) If more than one family resides on any lot, the party exceeding the limitation  
402 imposed by this section is in violation thereof.

403  
404 (3) reside on a farm.

405  
406 304.7. — Immunization Treatment of other Domestic Animals and Livestock

407 304.7-1. *Rabies inoculation recommended.* All warm-blooded animals, domestic Food and  
408 wild, are susceptible Water. No owner may refuse or neglect to rabies. Once affected by  
409 rabies, provide an animal with a daily supply of food and water sufficient to maintain the disease  
410 is fatal to uninoculated animals and untreated humans. The inoculation of dogs and cats as  
411 required animal in good health.

412 304.57-2. *Shelter.*

413 (a) *Minimum indoor standards of shelter:*

414 (1) The ambient temperature shall be compatible with the health of the animal.

415 (2) Indoor housing facilities shall be adequately ventilated by natural or  
416 mechanical means to provide for the health of the animals at all times.

417 (b) *Minimum outdoor standards of shelter:*

418 (1) Shelter from Sunlight. When sunlight is likely to cause heat exhaustion of an  
419 animal tied or caged outside, sufficient shade by natural or artificial means shall  
420 be provided to protect the animal from direct sunlight. "Caged" does not include  
421 farm fencing used to confine farm animals.

422 (2) Natural or artificial shelter appropriate to the local climatic conditions for the  
423 species concerned shall be provided as necessary for the health of the animal.

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(3) If a dog is tied or confined unattended outdoors under weather conditions which adversely affect the health of the dog, a weather appropriate shelter of suitable size to accommodate the dog shall be provided.

(c) Space Standards. Minimum space requirements for both indoor and outdoor enclosures:

(1) The housing facilities shall be structurally sound and 304.6 is recommended for other domestic maintained in good repair to protect the animals from injury and livestock. to contain the animals.

(2) Enclosures shall be constructed and maintained so as to provide sufficient space to allow each animal adequate freedom of movement. Inadequate space may be indicated by evidence of debility, stress or abnormal behavior patterns. Specifically, dog kennels shall meet the following space requirements where, if there are multiple dogs in the same kennel, the base kennel space requirement is based on the size of the largest dog and the additional kennel space requirements are based on the size of each additional dog kept in the kennel:

<u>DOG SIZE (LBS)</u>	<u>REQUIRED BASE KENNEL SPACE</u>	<u>REQUIRED ADDITIONAL KENNEL SPACE PER ADDITIONAL DOG</u>
<u>1-35 lbs</u>	<u>80 Sq. Ft.</u>	<u>12 Sq. Ft.</u>
<u>36-75 lbs</u>	<u>100 Sq. Ft.</u>	<u>18 Sq. Ft.</u>
<u>76 lbs or more</u>	<u>120 Sq. Ft.</u>	<u>24 Sq. Ft.</u>

(d) Sanitation Standards. Minimum standards of sanitation for both indoor and outdoor enclosures require excreta to be removed within twenty-four (24) hours of its deposit. In the case of farm animals, nothing in this section shall be construed as imposing shelter requirements or standards more stringent than normally accepted husbandry practices.

304.7-3. Mistreatment of Animals. No person may treat any animal in a manner which causes harm, injury or death. This section does not apply to:

(a) normal and accepted veterinary and/or care practices; or

(b) teaching, research or experimentation conducted at a facility regulated under federal or applicable state law.

304.7-4. Criminal Reporting. In addition to taking civil action under this law, any employee of the Nation shall report animal mistreatment to the Oneida Police Department.

304.8.

~~304.8.~~ **Prohibited Animals**

304.8-1. Prohibited Animals. No person shall may bring into, keep, harbor, maintain, offer for sale or barter, act as a custodian, have custody or control of, or release to the wild on Oneida Tribal land; the Reservation an exotic animal.

304.8-2. Exotic Animals. The following orders and families, whether bred in the wild or in captivity, and any or all hybrids are defined as "Exotic Animals". The animals listed in parentheses are intended to act as examples and are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified:

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- 462 (a) Class Mammalia.  
 463 (1) Order Chiroptera (Any ~~poisonous or venomous biting or injecting~~bat species  
 464 of amphibian, arachnid or reptile, including)  
 465 (2) Order Artiodactyla. (Hippopotamuses, giraffes, camels, deer) Excluding  
 466 domestic cattle, swine, sheep, goats, alpaca, and llama.  
 467 (3) Order Carnivora.  
 468 (A) Family Felidae. (Lions, tigers, cougars, leopards, ocelots, servals)  
 469 Excluding domestic cats.  
 470 (B) Family Canidae (Wolves, wolf hybrids, coyotes, coyote hybrids, foxes,  
 471 jackals) Excluding domestic dogs.  
 472 (C) Family Ursidae. (All bears)  
 473 (D) Family Mustelidae. (Weasels, skunks, martins, minks) Excluding  
 474 ferrets.  
 475 (E) Family Procyonidae. (Raccoons, coatis)  
 476 (F) Family Hyaenidae. (Hyenas)  
 477 (G) Family Viverridae (Civets, genets, mongooses)  
 478 (4) Order Edentalia. (Anteaters, armadillos, sloths)  
 479 (5) Order Marsupialia. (Opossums, kangaroos, wallabies, sugar gliders)  
 480 (6) Order Perissodactyla. (Rhinoceroses, tapirs) Excluding horses, goats, and  
 481 mules.  
 482 (7) Order Primates. (Lemurs, monkeys, chimpanzees, gorillas)  
 483 (8) Order Proboscidae. (Elephants)  
 484 (9) Order Rodentia. (Squirrels, beavers, porcupines, prairie dogs) Excluding  
 485 guinea pigs, rats, mice, gerbils, and hamsters.  
 486 (b) Class Reptilia.  
 487 (1) Order Squamata.  
 488 (A) Family Helodermatidae. (Gila Monsters and Mexican beaded lizards)  
 489 (B) Family Varaidae. (Any monitor which will normally grow over two  
 490 feet in length)  
 491 (C) Family Iguanidae. (Only green iguanas and rock iguanas, all others  
 492 allowed)  
 493 (D) Family Boidae. (All species whose adult length may exceed eight (8)  
 494 feet)  
 495 (E) Family Colubridae. (Boomslangs and African twig snakes.)  
 496 (b) ~~Any snake not indigenous to Wisconsin.~~  
 497 (c) ~~Any snake indigenous to Wisconsin of the following species, which has attained a~~  
 498 ~~length of five feet (5') or greater:~~  
 499 (F) Family Elapidae. (Coral snakes, cobras, mambas)  
 500 (G) Family Natricidae. (Only keelback snakes, all others allowed)  
 501 (H) Family Viperidae. (Copperheads, cottonmouths, rattlesnakes)  
 502 (2) Order Crocodilia. (Crocodiles, alligators, caimans, gavials)  
 503 (c) Class Aves.  
 504 (1) ~~Pilot~~ Order Falconiformes. (Eagles, hawks, vultures)

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- 505 (2) Order Rheiformes. (Rheas)  
 506 (3) Order Struthioniformes. (Ostriches)  
 507 (4) Order Casuariiformes. (Cassowaries and emus)  
 508 (5) Order Strigiformes. (Owls)  
 509 (d) Class Arachnida.  
 510 (1) Order Scorpiones, Family Buthidae.  
 511 (A) Arabian fat-tailed scorpion – Androctonus crassicauda  
 512 (B) Arizona centruroides scorpion – Centruroides exilicauda  
 513 (C) Death stalker – Leiurus quinquestriatus  
 514 (D) Egyptian yellow scorpion – Androctonus Amoreuxi  
 515 (E) Israeli black snake (Elaphe Obsoleta), scorpion – Hottentotta judaicus  
 516 (F) S.A. giant fat-tailed scorpion – Parabuthus transvaalicus  
 517 (G) Sinai desert scorpion – Androctonus bicolor  
 518 (H) Yellow desert scorpion – Androctonus Australia  
 519 (2) Order Araneae, Family Theridadae.  
 520 (A) Argentina red widow spider – Latrodectus coralinus  
 521 (B) Brown widow spider – Latrodectus geometricus  
 522 (C) Red-black widow – Lactrodectus hasselti  
 523 (D) Red widow spider – Lactrodectus bishop  
 524 (E) Southern black widow spider – Lactrodectus mactans  
 525 (F) Western widow – Lactrodectus Hesperus  
 526 (3) Order Araneae, Family Laxoscelidae, Brown recluse spider – Loxosceles  
 527 reclusa  
 528 (e) Class Chilopoda.  
 529 (1) Order Scolopendromorpha, Family Scolopendridae.  
 530 (A) Amazon giant banded centipede – Scolopendra gigantea  
 531 (B) Arizona tiger centipede – Scolopendra viridis  
 532 (C) Florida keys centipede – Solopendra alternans  
 533 (f) Any Federal or State endangered or threatened species.  
 534 304.8-3. (2) Bull snake (Pituophis melanoleucas sayi).  
 535 (3) Fox snake (Elaphe eupina eulpina).  
 536 ~~304.8-2.~~ This section ~~shall~~ does not ~~prohibit~~ apply to:  
 537 (a) Individuals who are eligible for any grandfather provisions included this law's  
 538 adopting resolution(s). (b) Zoological parks and/or sanctuary, educational or medical  
 539 institution, and specially trained entertainment organizations, educational or medical  
 540 institutions, or who receive a person designated by permit from the Oneida Conservation  
 541 Department from keeping such to own, harbor or possess the animals.  
 542 (1) The Environmental Health and Safety Division may issue a permit under this  
 543 section if:  
 544 (A) the animals and animal where the same is securely and humanely  
 545 confined, quarters are kept in a clean and sanitary condition and  
 546 maintained to eliminate objectionable odors; and  
 547 ~~304.8-3.~~ ~~Any Oneida Police or Conservation officer shall have the authority to enforce the~~

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548 ~~provisions of this section, including, but not limited to, seizing any animal which the officer~~  
549 ~~reasonably believes has been taken, employed, used, or possessed in violation of this section.~~

550 (B) the animals are maintained in quarters so constructed as to prevent  
551 their escape.

552 (2) If approved by the Oneida Conservation Department, wildlife  
553 refuges/sanctuaries may release animals within the Reservation without applying  
554 for and receiving a permit as otherwise required under this Section.

555 304.8-4. Seized Animals. Any animal seized ~~under section 304.8-3 as a prohibited animal~~ shall  
556 be held by the Oneida Conservation ~~Officer or turned over to the Brown County or Outagamie~~  
557 ~~County Health Department or its designee~~ until that animal is identified ~~as to genus and species~~  
558 to ascertain whether the animal is an “endangered or threatened species ~~under sec. 29.415, Wis.~~  
559 Stats.” pursuant applicable laws. At any time after such identification, the Oneida Conservation  
560 Department may seek an order from a court for order hearing body as to the care, custody and  
561 control of the animal. The Oneida Conservation Department may also request the defendant to  
562 post a bond in an amount sufficient to satisfy the costs of holding, housing and/or caring for the  
563 animal. If the courts hearing body finds the animal has been taken, employed, used or possessed  
564 in violation of this section, the cost of holding the animal and any costs incurred in identifying  
565 the ~~animal~~ animals shall be assessed against the defendant.

566 304.8-5. Notice of Release or Escape. If an animal identified as prohibited under this section is  
567 released or escapes, the owner of the animal shall immediately notify the Oneida Conservation  
568 Department and/or the Oneida Police Department and shall be liable for any cost of recapture.

569 304.8-6. Forfeiture of the Prohibited Animal. Anyone found in violation of this section shall  
570 forfeit or surrender the prohibited animal to the Oneida ~~Tribe for destruction or disposition as the~~  
571 ~~Conservation Department deems proper. Prior to such forfeiture, the Conservation Department or~~  
572 designee. Upon such forfeiture or surrender, the Judiciary Trial Court may direct a destruction or  
573 transfer of the animal to a qualified zoological, educational, or scientific institution or qualified  
574 private propagator for safekeeping, with costs assessed against the defendant.

575 ~~304.8-6. — Penalty. Any person who shall violate any provision of this section shall forfeit not~~  
576 ~~less than \$5 nor more than \$300. Each violation and each day a violation continues or occurs~~  
577 ~~shall constitute a separate offense. This section shall not preclude the Conservation Department~~  
578 ~~from maintaining any appropriate action to prevent or remove a violation of this chapter.~~

579

### 580 **304.9.— Regulation of Livestock**

581 304.9-1. ~~Restricted to owner's property.~~ Livestock may only be kept on ~~Tribal~~ land zoned  
582 residential if a conditional use permit is received from the Oneida Land Commission, however,  
583 not in excess of the following limitations:

584 (a) ~~One (1) large animal, such as horse, a cow, or pig per one (1) acre. Examples of large~~  
585 animals include, but are not limited to horses, cows and pigs.

586 (b) ~~One (1) small animal, such as a goat or sheep per one-half (1/2) acre. Examples of~~  
587 small animals include, but are not limited to goats and sheep.

588 (c) ~~One (1) goat or sheep per recorded lot under one-half (1/2) acre when set back~~  
589 setback requirements can be met.

590 ~~(d) Ten fowl or rabbits per one-half acre.~~

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- 591 (e) Five fowl or rabbits per recorded lot under one-half acre.  
592 304.9-2. ~~Setback requirements.~~  
593 (a) The primary dwelling for horses, ponies, cows, or pigs, must be at least 75 feet from  
594 the lot line and 100 feet from any neighboring house.  
595 (b) Primary dwelling for sheep or goats must be at least 50 feet away from any  
596 neighboring house.  
597 (c) Primary dwelling for fowl and rabbits must be at least 35 feet away from any  
598 neighboring house.  
599 (d) Fencing for the keeping of livestock shall not be closer than 75 feet from the front lot  
600 line.  
601 (e) Fencing for any livestock must be constructed in such a manner that animals may not  
602 reach legs, neck, wing, or any body part into neighbor's property, or to any shrub, or  
603 plant growing on the neighbor's property.  
604 304.9-3. ~~Manure.~~ Manure shall not be allowed to accumulate and must be cleaned up on a  
605 regular basis.  
606 304.9-4. ~~Penalty.~~ Any persons violating any provisions of 304.9 shall be fined not less than \$5  
607 nor more than \$500 for each offense, and a separate offense shall be deemed committed on each  
608 day during or on which violation occurs or continues.  
609 304.9-5. ~~Liability for damage caused~~ Damage Caused by ~~livestock.~~ Livestock. Any person  
610 whose livestock escapes from its normal confined area and becomes at large is responsible for  
611 any and all damage to persons and property caused by such livestock while it is away from its  
612 normal confined area.  
613 304.9-3. Hens. A permit from the Oneida Conservation Department, based on the rules it shall  
614 develop, is required in order to keep an excess of four (4) hens. Roosters may not be kept.  
615 (a) Persons keeping hens shall keep them in the following manner:  
616 (1) No person may keep a hen over eight (8) weeks of age in a principal structure.  
617 (2) Hens shall be kept within a structure such as a coop or fenced area used  
618 exclusively to keep hens and shall provide at least four (4) square feet per  
619 chicken.  
620 (3) No accessory structure used to keep hens may be located within twenty-five  
621 feet (25') of any principal structure which is not owned by the person licensed to  
622 possess the hens.  
623 (4) No accessory structure used to keep hens may be located in a front or side  
624 yard.  
625 (b) In addition to compliance with the requirements of this section, no person may keep  
626 hens that cause any other nuisance associated with unhealthy condition, create a public  
627 health threat or otherwise interfere with the normal use of property or enjoyment of life  
628 by humans or animals.  
629  
630 **304.10. — Damages Caused by Domestic Dangerous Animals:**  
631 ~~304.10-1. Damages caused by domestic animals.~~  
632 (a) Liability for 304.10-1. Classifying Dangerous Animals. Owners of animals meeting the  
633 definition of a dangerous animal shall comply with the requirements contained in section 304.10-

- 634 2 for harboring dangerous animals.
- 635 (a) For the purposes of this law, an animal is presumed to be dangerous if it:
- 636 (1) approaches or chases a human being or domestic animal in a menacing fashion
- 637 or apparent attitude of attack, without provocation; or
- 638 (2) bites, inflicts injury;
- 639 (1) ~~First offense. The owner of a~~, attacks, or otherwise endangers the safety of a
- 640 human being or domestic animal without provocation.
- 641 (b) An animal may not be deemed a dangerous animal if it bites, attacked or menaces any
- 642 person or animal to:
- 643 (1) defend its owner or another person from an attack by a person or animal;
- 644 (2) protect its young or another animal;
- 645 (3) defend itself against any person or animal which has tormented, assaulted or
- 646 abused it; and/or
- 647 (4) defend its owner's property against trespassers.
- 648 (c) An Oneida Police Officer or Oneida Conservation Warden may, in his or her
- 649 discretion, declare an animal dangerous, provided that, a citation for a violation of this
- 650 section may be issued without having previously received such a declaration.
- 651 (d) An owner of an animal declared to be dangerous may appeal such declaration in
- 652 accordance with section 304.12-2. All requirements for harboring dangerous animals in
- 653 section 304.10-2 except subsections (d)-(f) apply to the animal pending the outcome of
- 654 the hearing unless specifically stayed by the Judiciary.
- 655 304.10-2. Harboring Dangerous Animals. No person may harbor or keep a dangerous animal
- 656 within the Reservation unless all provisions of this section are complied with. Any animal that is
- 657 determined to be a vicious animal in accordance with section 304.10-3 may not, under any
- 658 circumstances, be kept or harbored within the Reservation.
- 659 (a) Leash and Muzzle. No person keeping or possessing a dangerous animal may permit
- 660 such animal to go outside its kennel or pen unless the animal is securely leashed with a
- 661 leash no longer than four feet (4') in length.
- 662 (1) No person may permit a dangerous animal to be kept on a chain, rope or other
- 663 type of leash outside its kennel or pen unless a person who is sixteen (16) years of
- 664 age or older, competent to govern the animal and capable of physically
- 665 controlling and restraining the animal is in physical control of the leash.
- 666 (2) The animal may not be leashed to inanimate objects such as trees, posts and
- 667 buildings.
- 668 (3) A dangerous animal on a leash outside the animal's kennel must be muzzled
- 669 in a humane way by a muzzling device sufficient to prevent the animal from
- 670 biting persons or other animals. The Environmental Health and Safety Division,
- 671 with approval of the Environmental Resource Board, may provide a written
- 672 exception excusing an otherwise dangerous animal from being muzzled. If such a
- 673 written exception is issued, it shall be carried by the animal's owner at all times.
- 674 (b) Confinement. Except when leashed and muzzled as provided in subsection (a) above,
- 675 all dangerous animals shall be securely confined indoors or in a securely enclosed and
- 676 locked pen or kennel that is located on the premises of the owner and constructed in a

677 manner that does not allow the animal to exit the pen or kennel on its own volition.

678 (1) *Confinement Outdoors.* When constructed in an open yard, the pen or kennel  
679 shall, at a minimum, be constructed to conform to the requirements of this  
680 subsection.

681 (A) The pen or kennel shall be child-proof from the outside and animal-  
682 proof from the inside.

683 (B) A strong metal double fence with adequate space between fences (at  
684 least two feet (2') shall be provided so that a child cannot reach into the  
685 animal enclosure.

686 (C) The pen, kennel or structure shall have secure sides and a secure top  
687 attached to all sides.

688 (D) A structure used to confine a dangerous animal shall be locked with a  
689 key or combination lock when the animal is within the structure.

690 (E) The structure shall either have a secure bottom or floor attached to the  
691 sides of the pen or the sides of the pen shall be embedded in the ground no  
692 less than two feet (2')

693 (F) All structures erected to house dangerous animals shall comply with  
694 the requirements of all applicable laws and rules of the Nation.

695 (G) All structures shall be adequately lighted and ventilated and kept in a  
696 clean and sanitary condition.

697 (2) *Confinement Indoors.* No dangerous animal may be kept on a porch, patio or  
698 in any part of a house or structure on the premises of the owner that would allow  
699 the animal to exit the building on its own volition. No dangerous animal may be  
700 kept in a house or structure when the windows are open or when screen windows  
701 or screen doors are the only obstacle preventing the animal from exiting the  
702 structure.

703 (c) *Signs.* The owner of a dangerous animal shall display, in prominent places on his or  
704 her premises near all entrances to the premises, signs in letters of not less than two  
705 inches (2") high warning that there is a dangerous animal on the property. A similar sign  
706 is required to be posted on the kennel or pen of the animal. In addition, the owner shall  
707 conspicuously display a sign with a symbol warning children of the presence of a  
708 dangerous animal.

709 (d) *Spay and Neuter Requirement.* If declared dangerous by an Oneida Police Officer or  
710 Oneida Conservation Officer, the owner shall within thirty (30) days after the declaration  
711 shall provide the Environmental Resource Board with written proof from a licensed  
712 veterinarian that the animal has been spayed or neutered.

713 (e) *Liability Insurance.* If declared dangerous by an Oneida Police Officer or Oneida  
714 Conservation Officer, the owner of the dangerous animal shall present proof to the  
715 Environmental Resource Board that the owner has procured liability insurance in an  
716 amount not less than \$1,000,000 for any personal injuries inflicted by the dangerous  
717 animal. Whenever such a policy is cancelled or not renewed, the insurer shall so notify  
718 the Environmental Resource Board.

719 (f) *Microchipping.* If declared dangerous by an Oneida Police Officer or Oneida

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720 Conservation Officer, the owner of the dangerous animal shall provide proof to the  
721 Environmental Resource Board that the dangerous animal has had a microchip inserted  
722 for identification purposes within ten (10) calendars from the date the animal is declared  
723 dangerous.

724 (g) Ongoing Notification Requirements. After an animal has been declared dangerous, the  
725 owner shall have an ongoing duty to notify the Oneida Police Department:

726 (1) immediately if the dangerous animal is at large, is unconfined, has  
727 attacked another animal or has attacked a human being; and

728 (2) within twenty-four (24) hours if a dangerous animal has died, been sold or  
729 been given away. If the dangerous animal has been sold or given away, the  
730 owner shall also provide the name, address and telephone number of the new  
731 owner of the dangerous animal. If the dangerous animal is sold or given away  
732 to a person residing outside the Reservation or to a person or entity that falls  
733 outside of the jurisdiction of this law, the owner shall present evidence to the  
734 Oneida Police Department showing that he or she has notified the police  
735 department or other law enforcement agency of the animal's new residence,  
736 including the name, address and telephone number of the new owner. The  
737 Oneida Police Department shall forward all such notifications to the  
738 Environmental Resource Board within a reasonable amount of time.

739 (h) Waiver by the Environmental Resource Board. Upon request of an owner, the  
740 Environmental Resource Board may waive any requirement specified in subsections (a)-  
741 (f) that the Environmental Resource Board deems to be unnecessary for a particular  
742 dangerous animal. The Environmental Resource Board may waive the provisions of  
743 subsections (a)-(f) for a law enforcement or military animal upon presentation by the  
744 animal's owner or handler of a satisfactory arrangement for safe keeping of the animal.

745 (i) Euthanasia. If the owner of an animal that has been designated a dangerous animal is  
746 unwilling or unable to comply with the regulations for keeping the animal in accordance  
747 with this section, he or she may have the animal humanely euthanized by an animal  
748 shelter, the humane society or a licensed veterinarian.

749 304.10-3. Vicious Animals. No person may bring or keep within the Reservation any animal that  
750 is a vicious animal under this section.

751 (a) Declaration of Vicious Animal. An Oneida Police Officer, Oneida Conservation  
752 Warden and/or the Judiciary Trial Court may declare an animal to be a vicious animal if  
753 the animal:

754 (1) Is a dangerous animal in noncompliance with the requirements under Section  
755 304.10-2;

756 (2) Has killed a domestic animal or pet without provocation on public or private  
757 property;

758 (3) Without provocation, has inflicted substantial bodily harm on a person on  
759 public or private property where substantial bodily harm means bodily injury that  
760 causes a laceration that requires stitches, any fracture of a bone, a concussion, a  
761 loss or fracture of a tooth or any temporary loss of consciousness, sight or  
762 hearing;

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763 (4) Is suspected to be owned, trained or harbored for the purpose of dog fighting;  
764 and/or

765 (5) Has been declared to be a vicious animal and/or ordered to be destroyed in  
766 any other jurisdiction.

767 (b) Mandatory Hearing. The owner of an animal declared to be a vicious animal shall  
768 attend a mandatory pre-hearing with the Judiciary Trial Court, the date for which shall be  
769 included on the declaration of vicious animal. At the pre-hearing it may be determined  
770 that mandatory attendance at Judiciary Trial Court hearing is also required if restitution is  
771 appropriate. The pre-hearing and any hearings are subject to the requirements contained  
772 in section 304.12-2.

773 (1) All requirements for harboring dangerous animals in section 304.10-2 except  
774 subsections (d)-(f) apply to the said animal pending the outcome of the Judiciary  
775 Trial Court's pre-hearing and/or hearing.

776 (2) At the pre-hearing, the Judiciary Trial Court may require the animal to be  
777 impounded pending the result of the hearing.

778 (3) The Judiciary Trial Court may order a vicious animal to be destroyed if it  
779 finds it was so declared based on section 304.10-3(a)(3). If such an order is  
780 issued, the Judiciary Trial Court shall require the owner submit proof of  
781 destruction within five (5) business days from a licensed veterinarian. If the  
782 owner does not satisfy these requirements, an Oneida Police Officer and/or an  
783 Oneida Conservation Warden shall seize the animal and enforce compliance at the  
784 cost of the owner.

785 (4) If the declaration of vicious animal is upheld upon appeal, the Judiciary Trial  
786 Court shall order the animal to be removed from the Reservation. Such order  
787 shall include the notification requirements contained in section 304.10-2(g) and  
788 provide the owner with a reasonable timeframe for removing the animal from the  
789 Reservation, provided that the timeframe may not exceed thirty (30) days after the  
790 date of the Judiciary Trial Court's decision.

791 (5) If the owner further appeals the determination of the Judiciary Trial Court to  
792 the Judiciary Court of Appeals, he or she shall submit the appeal within five (5)  
793 business days from the date of the Judiciary Trial Court's decisions, which is a  
794 shorter timeframe than required for all other appeals under this law. Upon an  
795 appeal to the Judiciary Court of Appeals, the requirement to order to remove the  
796 animal from the Reservation or any order to destroy an animal is stayed pending  
797 the outcome of the appeal.

798 (c) Enforcement. An Oneida Police Officer or Oneida Conservation Warden may make  
799 any inquiries deemed necessary to ensure compliance with this section and may seize an  
800 animal based on the owner's failure to comply.

801 (d) Waiver. The Judiciary may waive the provisions of this section for a law  
802 enforcement or military animal upon presentation by the animal's owner or handler of a  
803 satisfactory arrangement for safe keeping of the animal.

804 304.10-4. Investigations for Suspected Domestic Animal Bites. The owner shall notify the  
805 Oneida Police Department in the event the owner's cat or dog bites a human or another domestic

806 animal.

- 807 (a) The responding Oneida Police Officer or Oneida Conservation Warden shall:
- 808 (1) Ascertain whether the domestic animal is properly licensed and has current
- 809 vaccinations.
- 810 (2) Ensure all information provided is correct.
- 811 (3) Contact the Environmental, Health and Safety Division to notify them of the
- 812 domestic animal bite.
- 813 (4) If the cat or dog has current rabies vaccinations, order the owner to:
- 814 (A) Quarantine the animal for ten (10) days; and
- 815 (B) Present the animal for examination by a veterinarian within twenty-
- 816 four (24) hours of the bite, on the last day of quarantine and on one (1) day
- 817 in between the first twenty-four (24) hours and the tenth (10<sup>th</sup>) day.
- 818 (5) If the cat or dog does not have current rabies vaccination, order the owner to:
- 819 (A) Quarantine the animal for ten (10) days or deliver the animal to an
- 820 isolation facility at the owner's expense. If a home quarantine is ordered,
- 821 the owner shall present the domestic animal for examination by a
- 822 veterinarian within twenty-four (24) hours of the bite, on the last day of
- 823 quarantine and on one (1) day in between the first twenty-four (24) hours
- 824 and the tenth (10<sup>th</sup>) day; or
- 825 (B) Euthanize the animal and send the specimen for analysis at the
- 826 owner's expense, if the animal has exhibited any signs of rabies.
- 827 (b) Upon expiration of a quarantine period, a veterinarian may extend the quarantine
- 828 period. Upon expiration of all quarantine periods, if the veterinarian certifies that the
- 829 animal has not exhibited any signs of rabies, the animal may be released from quarantine.
- 830 (c) If the veterinarian certifies that the animal has exhibited any signs of rabies the
- 831 following shall occur:
- 832 (1) If the animal has current rabies vaccinations, the Oneida Police Officer or
- 833 Oneida Conservation Warden may order the animal to be euthanized and send the
- 834 specimen for analysis, to be paid for by the Nation.
- 835 (2) If the animal does not have current rabies vaccinations, the Oneida Police
- 836 Officer or Oneida Conservation Warden may order the animal to be euthanized
- 837 and send the specimen for analysis at the owner's expense.

838

839 **304.11. Owner Liability for Domestic Animals**

840 **304.11-1. Owners are liable for damages caused by their domestic animal(s).**

- 841 (a) *First Offense.* The owner is liable for the full amount of damages caused by the
- 842 domestic animal to a person, livestock, or property.
- 843 (2) *Subsequent Offenses.* The owner of a domestic animal
- 844 is shall be liable for two (2) times the full amount of damages caused by the
- 845 domestic animal injuring or causing injury to a person, livestock or property if the
- 846 owner was notified or knew that the domestic animal previously injured or caused
- 847 injury to person, livestock, or property.
- 848 (b) Penalties imposed on owner of domestic animal causing damage in addition to

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849 liability for damages.  
850 (1) First offense. The owner of domestic animal shall forfeit not less than \$25 nor  
851 more than \$100 if the domestic animal injures or causes injury to a person,  
852 livestock, property, deer, game birds, or the nest or eggs of game birds.  
853 (2) Second offense. The owner of a domestic animal shall forfeit not less than \$75 nor  
854 more than \$500 if the domestic animal injures or causes injury to a person, livestock,  
855 property, game bird, or the nests or eggs of game birds, if the owner was notified or  
856 know or should have known that the domestic animal previously injured or caused injury  
857 to a person, livestock, property, deer, game bird, or the nests or eggs of game birds caused  
858 damages.  
859

### 304.10-2. Investigations 12. Violations, Enforcement and Appeals

861 304.12-1. Citations. Citations for suspected dog bites: the violation of this law and/or orders  
862 issued pursuant to this law may include fines, penalties and conditional and other orders in  
863 accordance with the schedule developed under section 304.5-2. A separate offense shall be  
864 deemed committed on each day during or on which a violation occurs or continues.

- 865 (a) The dog owner shall notify the Oneida Police Department of a dog bite and provide  
866 (1) Name, address, and phone number of the victim(s).  
867 (2) Name, address, and phone number of the owner.  
868 (3) Date, time, and location of the incident.  
869 (4) Details of the incident including whether it was provoked attack.  
870 (b) The Oneida Police Department shall in all cases:  
871 (1) Contract the owner of the dog.  
872 (2) Ascertain whether the dog has proper license and current vaccinations.  
873 (3) Ensure all information provided is correct and contact the Conservation  
874 Department and order that the dog be observed. If the dog cannot be located, an  
875 appropriate non-tribal law enforcement department may be contacted for  
876 assistance.  
877 (c) Subsequent to the owner being contracted and the dog having been observed by the  
878 Conservation Department, the Conservation Department shall request the Oneida Police  
879 Department to do the following:  
880 (1) If the dog has current rabies vaccination, order the owner to chain the dog for  
881 ten days and allow two observations by the conservation Department. At the end  
882 of the ten days, the Conservation Department may:  
883 (A) End observation  
884 (B) Order the dog to be sacrificed and send the specimen to the State  
885 Laboratory of Hygiene for analysis to be paid for from the licensing fund.  
886 This may be done before the ten day observation period ends.  
887 (2) If the dog had not had a rabies vaccination, the Conservation Department may  
888 order:  
889 (A) The dog to be sacrificed and the specimen sent to the State Laboratory  
890 of Hygiene for analysis at the owner's expense. The Conservation  
891 Department will prepare and obtain a veterinarian's authorization.

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892 ~~(B) A twenty one day period of direct observation by a licensed~~  
893 ~~veterinarian under the control of the veterinarian at the owner's expense.~~  
894 ~~At the end of the observation period the Conservation Department may:~~  
895 ~~(i) End observation and release the dog to owner; or~~  
896 ~~(ii) Order the dog to be sacrificed and send the specimen to the~~  
897 ~~State Laboratory of Hygiene for analysis at the owner's expense.~~  
898 ~~This may be ordered to the end of the twenty one day period if~~  
899 ~~danger to humans or other animal is apparent.~~

900 ~~(C) Stray dogs shall be referred to the Oneida Police Department.~~

901 ~~304.10-3. Investigation of other animals. A conservation Officer may order killed or may kill an~~  
902 ~~animal other than a dog if the officer has reason to believe that the animal is infected with rabies~~  
903 ~~and has or may have bitten a person.~~

904 ~~304.10-4. Penalties. An owner who refuses to comply with an order issued under this section to~~  
905 ~~deliver an animal to an officer, isolation facility or veterinarian or who does not comply with~~  
906 ~~conditions of an order that an animal be quarantined shall be fined not less than \$50 nor more~~  
907 ~~than \$1000.~~

908

909 (a) Any order issued pursuant to this law that is not complied with may be physically  
910 enforced by Oneida Police Officers or Oneida Conservation Wardens at the Owner's  
911 expense.

912 (b) The Oneida Police Department, by means of Oneida Police Officers and Oneida  
913 Conservation Wardens, is authorized to take any appropriate action to prevent or remove  
914 a violation of this Law.

915 304.12-2. Hearing and Appeals of Contested Actions. All citations, orders and declarations  
916 issued pursuant to this law shall include a pre-hearing date with the Judiciary Trial Court which  
917 shall be set for the next scheduled monthly prehearing date that is at least thirty (30) days after  
918 the citation was issued. Persons wishing to contest a citation shall appear at the prehearing, at  
919 which time the Judiciary Trial Court shall accept pleas which either contest or admit committing  
920 the act for which the citation was issued. The Judiciary shall schedule a hearing as expeditiously  
921 as possible, provided that it shall be scheduled within ninety (90) days of the date of the  
922 prehearing, for all persons entering a plea contesting the fact that they committed the act for  
923 which a citation was issued. In addition to scheduling requested hearings, the Judiciary may also  
924 make conditional orders at the prehearing which are effective until the matter is resolved.

925 (a) Community Service. Community service may be substituted for monetary fines at the  
926 Judiciary's discretion, provided that, if so substituted, the Judiciary shall use the rate of  
927 one (1) hour per ten dollars (\$10) of the fine.

928 (b) Allocation of Citation Revenue. All citations shall be paid to the Environmental  
929 Resource Board or its designee, the proceeds of which shall be contributed to General  
930 Fund.

931 (c) Appealing the Decision of the Judiciary Trial Court. Any person wishing to contest  
932 the determination of the Judiciary Trial Court may appeal to the Judiciary Court of  
933 Appeals in accordance with the Rules of Appellate Procedure.

934 (d) Pursuing Payment of a Citation. The Environmental Resource Board may pursue  
935

OBC Consideration Draft redline to current  
2017 06 28

936 payment from parties who have failed to make the required payments through the  
937 garnishment process contained in the Garnishment law and/or by attaching the judgment  
938 to Tribal member's per capita payment pursuant to the Per Capita law.  
939

940 End.

---

941  
942 Adopted - BC-3-13-96-B  
943 Amended – BC-06-22-11-G  
944

FINANCE ADMINISTRATION  
Fiscal Impact Statement



MEMORANDUM

DATE: June 7, 2017  
 FROM: Rae Skenandore, Project Manager  
 TO: Larry Barton, Chief Financial Officer  
 Ralinda Ninham-Lamberies, Assistant Chief Financial Officer  
 RE: **Fiscal Impact of the transfer of the Environmental Resource Board’s Hearing Authority to the Oneida Judiciary**

**I. Estimated Fiscal Impact Summary**

<b>Law:</b> Domestic Animal	Draft 19
Hunting, Fishing and Trapping law (HTF)	Draft 2
Public Use of Tribal Land (Public Use)	Draft 1
Tribal Environmental Response (TERP)	Draft 1
Well Abandonment Law (Well Abandonment)	Draft 1
All-Terrain Vehicle Law (ATV)	Draft 1
Water Resources Ordinance (Water Resources)	Draft 1
On-Site Waste Disposal Ordinance (Waste Disposal)	Draft 1
<b>Implementing Agency</b>	Oneida Police Department (OPD) Conservation Environmental Resource Board (ERB) Emergency Management Environmental Health and Safety Division Comprehensive Health Division Oneida Judiciary
<b>Estimated time to comply</b>	January 1, 2018
<b>Estimated Impact</b>	<b>Current Fiscal Year</b> <b>10 Year Estimate</b>
ERB stipend savings	\$830      \$8,300
<b>Total Estimated Savings</b>	<b>\$830      \$8,300</b>
<b>Revenue and cost considerations</b>	Fee Schedules should be removed from the various Laws
<b>Uncertainties and Unknowns</b>	None

## II. Background

### A. Legislative History

The Oneida Business Committee created the Environmental Resource Board through Resolution BC-02-22-85-B. GTC Resolution 01-07-13-B established the Oneida Judiciary.

### B. Summary of Content

1. The Domestic Animal amendments are being processed separately in order to make further revisions. However, it is included here because there are no additional fiscal impacts due to the amendments.
2. All Laws are being amended to state that the Trial Court is the entity authorized to conduct hearings.
3. Other minor changes, including formatting, have been made to these Laws to comply with drafting style. These changes do not affect the content of these Laws.

### C. Methodology and Assumptions

1. A “Fiscal Impact Statement” means an estimate of the total identifiable fiscal year financial effects associated with legislation and includes startup costs, personnel, office, documentation costs, as well as an estimate of the amount of time necessary for an agency to comply with the Law after implementation.
2. Finance does NOT identify the source of funding for the estimated cost or allocate any funds to the legislation.
3. The analysis was completed based on the information provided as of the date of this memo.

## III. Agency

The hearing authority will simply be transferred from ERB to the Judiciary. Historical hearing stipends paid to the Board were \$750 in 2017, \$1,200 in 2016, and \$700 in 2015. Transferring the hearing authority to the Judiciary would result in an average savings of approximately \$830 annually. The Judiciary does not anticipate any additional costs as this will simply be absorbed into their existing duties. ERB has stated that they expect the transition of the hearing authority to be complete by January 1, 2018

**IV. Financial Impact**

Approximately \$830 savings annually.

**V. Recommendation**

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

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Adoption Resolution: Adoption of the Vehicle Driver Certification and Fleet Management Law

**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: Jennifer Falck, Director, Legislative Reference Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Candice E. Skenandore, Legislative Analyst, Legislative Reference Office  
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   
DATE: June 28, 2017  
RE: Vehicle Driver Certification and Fleet Management law

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Please find the following attached backup documentation for your consideration of the Vehicle Driver Certification and Fleet Management law:

1. Resolution: Vehicle Driver Certification and Fleet Management
2. Statement of Effect: Vehicle Driver Certification and Fleet Management
3. Vehicle Driver Certification and Fleet Management Legislative Analysis
4. Vehicle Driver Certification and Fleet Management (Clean)
5. Vehicle Driver Certification and Fleet Management Fiscal Impact Statement

#### *Overview*

This proposal merges two existing policies (Vehicle Driver Certification Policy and Fleet Management Policy) into one new law. Various additional changes update the current requirements found in those policies, including:

- Instead of listing specific driving violations that could disqualify a person from being vehicle driver certified; the law permits persons to be eligible for certification as long as they have a valid driver's license (with one exception—drug and alcohol driving violations still carry a three-year suspension of driving privileges)
- Deleting a minimum mileage requirement, instead allowing the Fleet Management department to establish the minimum number of miles a business unit must drive a vehicle each year in order to qualify for a permanently-assigned vehicle.
- Adding new driver training requirements—all persons certified to drive Tribal vehicles must attend driver safety training every three years.
- Throughout the law, notification requirements are updated/added.

In accordance with the Legislative Procedures Act, public meetings on the proposed law were held on February 19, 2015 and June 5, 2017.

#### **Requested Action**

Approve the Resolution: Adoption of Vehicle Driver Certification and Fleet Management law.

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## BC Resolution # \_\_\_\_\_

### Adoption of the Vehicle Driver Certification and Fleet Management Law

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Business Committee adopted the Vehicle Driver Certification Policy by motion on October 21, 1992 and amended that policy by resolution BC-09-09-98-A; and
- WHEREAS,** the Oneida Business Committee adopted the Oneida Fleet Management Policy by resolution BC-09-24-97-E; and
- WHEREAS,** this proposed law would merge those two policies into a single Vehicle Driver Certification and Fleet Management Law; and
- WHEREAS,** instead of listing specific driving violations that could disqualify a person from being vehicle driver certified; the law permits persons to be eligible for certification as long as they have a valid driver's license; with one exception: drug and alcohol driving violations still carry a three-year suspension of driving privileges; and
- WHEREAS,** a minimum mileage requirement is deleted and the Fleet Management department is authorized to establish the minimum number of miles a business unit must drive a vehicle each year in order to qualify for a permanently-assigned vehicle; and
- WHEREAS,** new driver training requirements are added, whereby all persons certified to drive Tribal vehicles must attend driver safety training every three years; and
- WHEREAS,** throughout the law, additional changes are made to update the existing requirements, and notification requirements are added; and
- WHEREAS,** public meetings regarding this law were held on February 19, 2015 and June 5, 2017, in accordance with the Legislative Procedures Act.

**NOW THEREFORE BE IT RESOLVED,** that the Vehicle Driver Certification and Fleet Management law is hereby adopted.



Oneida Nation  
 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



## Statement of Effect

### *Adoption of the Vehicle Driver Certification and Fleet Management law*

#### *Summary*

This resolution adopts one new law which combines and replaces the existing Vehicle Driver Certification policy and the Oneida Fleet Management policy. Various additional changes update the current requirements found in those policies; including:

- Instead of listing specific driving violations that could disqualify a person from being vehicle driver certified; the law permits persons to be eligible for certification as long as they have a valid driver's license (with one exception—drug and alcohol driving violations still carry a three-year suspension of driving privileges)
- Deleting a minimum mileage requirement, instead allowing the Fleet Management department to establish the minimum number of miles a business unit must drive a vehicle each year in order to qualify for a permanently-assigned vehicle.
- Adding new driver training requirements—all persons certified to drive Tribal vehicles must attend driver safety training every three years.
- Throughout the law, notification requirements are updated/added.

*By: Taniquelle Thurner, Staff Attorney*

#### *Analysis by the Legislative Reference Office*

This resolution adopts a new Vehicle Driver Certification and Fleet Management law, which replaces two existing policies:

1. The Fleet Management Policy that was adopted by resolution BC-09-24-97-E; and
2. The Vehicle Driver Certification Policy that was adopted by motion on October 21, 1992 and amended by resolution BC-09-09-98-A.

Public meetings were held on February 19, 2015 and June 5, 2017 in accordance with the Legislative Procedures Act.

In accordance with the Legislative Procedures Act, the effective date of these amendments would be July 13, 2017, which would be ten (10) business days after the date the resolution is adopted.

#### *Conclusion*

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



## Vehicle Driver Certification and Fleet Management Legislative Analysis

### SECTION 1. BACKGROUND

REQUESTER:	SPONSOR:	DRAFTER:	ANALYST:
Risk Management	Jennifer Webster	Taniquele Thurner	Candice E. Skenandore
<b>Intent of the Amendments</b>	To develop a new law which would replace the current Vehicle Driver Certification and Fleet Management Policies, updating the requirements for both. The proposed Vehicle Driver Certification and Fleet Management (Law) will govern the use of Tribal vehicles and the use of personal vehicles while on Tribal business.		
<b>Purpose</b>	To establish standards that certify employees, officials and volunteers to drive a Tribal vehicle or drive a personal vehicle on Tribal business and regulate the use of all vehicles owned and leased by the Nation [ <i>See Vehicle Driver Certification &amp; Fleet Management, 2 O.C. 210.1-1 (a) &amp; (b)</i> ].		
<b>Affected Entities</b>	Department of Public Works (DPW) including Fleet Management and Automotive Department, Risk Management, Human Resources Department (HRD), Central Accounting Department, Environmental Health & Safety Division, Supervisors, Employees, Officials including the Judiciary, Volunteers, Oneida Business Committee (OBC), Individuals who are transported as part of a program or service of the Nation as well as those authorized by OBC motion to travel, Employee Assistance Program (EAP), local law enforcement.		
<b>Affected Legislation</b>	Business Committee Vehicle Policy, Travel and Expense Policy, Vehicle Driver Certification Policy, Vehicle Fleet Management Policy.		
<b>Enforcement/Due Process</b>	Any driver that violates this Law can have his/her driver certification suspended and/or driving privileges. Suspension of a vehicle driver certification and/or driving privileges can only be appealed if an employee receives an adverse employment action and/or if any official, volunteer or employee seeks a review of a decision to not reinstate certification by filing an appeal with the Judiciary [ <i>See Vehicle Driver Certification &amp; Fleet Management, 2 O.C. 210.10-1, 210.10-2, 210.10-7 (b), &amp; 210.11-2 (d)</i> ]. Supervisors that fail to uphold this Law can face disciplinary action pursuant to the laws governing the Nation's employment [ <i>See Vehicle Driver Certification &amp; Fleet Management, 2 O.C. 210.10-1 (c)</i> ].		
<b>Public Meeting</b>	A public meeting was held on February 19, 2015 and June 5, 2017.		

1 **SECTION 2. LEGISLATIVE DEVELOPMENT**

- 2 A. The Risk Management Director requested this Law to incorporate both the Oneida Fleet  
3 Management Policy and Driver Certification Policy and to update requirements found in both  
4 policies. These policies will be repealed when this Law is adopted.  
5

6 **SECTION 3. CONSULTATION**

- 7 A. The Oneida Law Office, Records Management, HRD, Risk Management and Fleet  
8 Management were consulted during the development of this legislative analysis.
- 9 B. Representatives from Risk Management, Fleet Management, HRD, Oneida Law Office,  
10 Environmental Health and Safety Division and Purchasing were involved in the development  
11 of this legislation.
- 12 C. A review of other Tribal laws has been conducted and Section 6 of this analysis explains  
13 possible impacts with those laws and this proposed Law. Research was also conducted on  
14 the State of Wisconsin Department of Transportation regarding instruction permits,  
15 probationary licenses and regular licenses. Lastly, prior OBC meeting transcripts and  
16 legislative histories were reviewed when developing this legislative analysis.

17

#### 18 SECTION 4. PROCESS

- 19 A. This Law has followed the process set forth in the Legislative Procedures Act (LPA) except  
20 that the public meeting was not properly noticed to all managers or directors. The LPA  
21 requires the public meeting notice, legislation, legislative analysis and fiscal impact  
22 statement, if fiscal impact statement is available, to be electronically provided to all  
23 managers or directors [*See Legislative Procedures Act, 1 O.C. 109.8-2 (b)*]. The notice and  
24 backup documents were never provided electronically to all managers or directors; however,  
25 the public meeting was properly noticed in the Kalihwisaks and was made public on the  
26 Oneida Register as required by the LPA [*See Legislative Procedures Act, 1 O.C. 8-2 (a &*  
27 *b)*].
- 28 B. The Law was first added to the Legislative Operating Committee (LOC)'s active files list on  
29 June 15, 2012 and was carried over into this LOC's current term. Public meetings were held  
30 on February 19, 2015 and June 5, 2017. Work meetings were held between March of 2015  
31 and August of 2016 and again in March and April of 2017.

32

#### 33 SECTION 5. CONTENTS OF THE LEGISLATION

- 34 A. This Law identifies the roles and responsibilities of the Fleet Management  
35 Department, Automotive Department, Risk Management, HRD, Environmental  
36 Health & Safety Division, supervisors and drivers [*See Vehicle Driver Certification*  
37 *and Fleet Management, 2 O.C. 210.4 & 210.5*]. The Law also includes information  
38 on how to 1) acquire the use of a Tribal vehicle, 2) how a Tribal vehicle is to be used,  
39 3) what the vehicle can be used for and 4) who is allowed to operate and ride in a  
40 Tribal vehicle [*See Vehicle Driver Certification and Fleet Management, 2 O.C.*  
41 *210.6*]. Rental vehicles are considered Tribal vehicles for the purpose of this Law  
42 and usage of rental vehicles must comply with this Law [*See Vehicle Driver*  
43 *Certification and Fleet Management, 2 O.C. 210.7*].  
44 Furthermore, the Law requires anyone that operates a Tribal vehicle or a personal  
45 vehicle on Tribal business to be certified. The requirements for certification are  
46 specified in section 210.8 of this Law and include

- 47           ▪ being at least 18 years of age,
- 48           ▪ completing and satisfying experience requirements,
- 49           ▪ holding a valid non-probationary Wisconsin driver's license,
- 50           ▪ passing a driving record check by HRD,
- 51           ▪ complying with additional requirements for personal vehicle usage which
- 52           includes having the proper insurance coverage and following the provisions
- 53           for mileage reimbursement.

54           The Law sets out requirements for certification which include satisfying stricter  
55           requirements by an entity and abiding by specialized requirements imposed by state  
56           or federal regulatory agencies. Drivers are required to notify their supervisor of a  
57           motor vehicle operation violation including drugs or alcohol and a criminal offense  
58           related to a traffic incident as well as any restrictions, suspensions, revocations,  
59           cancelations or reinstatement privileges to their supervisor. Drivers must  
60           immediately notify their supervisor of any impairment that affects operating a motor  
61           vehicle [*See Vehicle Driver Certification and Fleet Management, 2 O.C. 210.8*].

62           The Law explains what needs to be completed when a driver is involved in a  
63           motor vehicle crash including

- 64           -who must be notified,
- 65           -what paperwork must be filled out,
- 66           -who has investigative authority
- 67           -possible outcomes a driver can face if he/she is at fault [*See Vehicle Driver*
- 68           *Certification and Fleet Management, 2 O.C. 210.9*].

69           This Law addresses suspension and revocation of driver certification as well as  
70           disciplinary action. A driver can have his/her certification suspended for violating  
71           this Law and a supervisor can face adverse employment action for failing to uphold  
72           this Law. Reasons for suspending certification can be found in section 210.10-1 of  
73           this Law. The Law also addresses what is to be done when certification suspensions  
74           affect the employment status as well as the length of the suspension [*See Vehicle*

75           *Driver Certification and Fleet Management, 2 O.C. 210.10-3 & 210.10-4*]. Lastly,  
76           the Law explains the process a driver must follow in order to have his/her  
77           certification reinstated [*See Vehicle Driver Certification and Fleet Management, 2*

78           *O.C. 210.11*].

79

## 80   **SECTION 6. EFFECT ON EXISTING LEGISLATION**

81   **A.** This Law may have an affect on other laws of the Nation, these laws include:

- 82       **1.** *Vehicle Driver Certification Policy.* A majority of the current Vehicle Driver  
83       Certification Policy is incorporated into this Law. If and when this Law is adopted, the  
84       current Vehicle Driver Certification Policy will be repealed [*See Vehicle Driver*
- 85       *Certification and Fleet Management, 2 O.C. 210.2-4 (a)*]. The difference between this  
86       Law and the current Vehicle Driver Certification Policy is that this Law states that in

87 order to be certified to operate a Tribal vehicle or a personal vehicle on Tribal business,  
88 the individual must, among other things, pass a driving record check by HRD that verifies  
89 the driver has no citation or conviction related to a traffic incident [*See Vehicle Driver*  
90 *Certification and Fleet Management, 2 O.C. 210.8-1 (d)*]. The current Vehicle Driver  
91 Certification Policy lists specific violation convictions that if one occurred in the last  
92 three years, would prohibit Tribal vehicle certification. These convictions are not  
93 included in the proposed Law, they include but are not limited to [*See current Vehicle*  
94 *Driver Certification Policy, 2 O.C. 210.5 (a) (4) (A)*]:

- 95       ▪ Attempting to elude an officer
- 96       ▪ Violating an occupational license
- 97       ▪ Causing great bodily harm with a vehicle
- 98       ▪ Failure to stop after an accident
- 99       ▪ Negligent homicide by use of motor vehicle
- 100       ▪ Racing
- 101       ▪ Illegal use of operating licenses

102 In addition, the current policy specifies that if three or more occurrences listed below  
103 occurred within the previous three-year period, Tribal vehicle certification is prohibited.  
104 Those occurrences include but are not limited to [*See current Vehicle Driver*  
105 *Certification Policy, 2 O.C. 210.5 (a) (4) (B)*]:

- 106       ▪ Deviating from traffic lanes
- 107       ▪ Failure to stop for a school bus
- 108       ▪ Inattentive driving
- 109       ▪ Imprudent speed
- 110       ▪ Failure to keep control of vehicle
- 111       ▪ Failure to yield right of way
- 112       ▪ Driving too fast for conditions

113 Another difference between the current policy and this Law is that the current  
114 policy requires drivers to notify HRD within five working days of any convictions  
115 affecting their certifications [*See Vehicle Driver Certification Policy, 2 O.C. 210.6-2*].  
116 The proposed Law requires drivers to immediately notify their supervisor and the  
117 supervisor must immediately notify HRD in writing of an arrest, charge or conviction of  
118 1) any motor vehicle operation violation involving drugs or alcohol or 2) any criminal  
119 offense related to a traffic incident as well as any restrictions, suspensions, revocations,  
120 cancellations or if applicable, reinstatements of driving privileges related to his/her  
121 driver's license [*See Vehicle Driver Certification and Fleet Management, 2 O.C. 210.8-*  
122 *4*].

123 **2. Oneida Fleet Management Policy.** The Oneida Fleet Management Policy has been  
124 incorporated within this Law. There are some changes that should be noted:

- 125       ▪ The Oneida Fleet Management Policy allows for Business Units and/or the Fleet  
126       Manager to impose stricter requirements on the type of vehicles being driven,

- 127 number of passengers in the vehicle, special training requirements etc., but the  
128 proposed Law allows entities, not Fleet Management, to develop stricter  
129 certification procedures and standards. These procedures and standards must be  
130 reviewed and approved by HRD, Risk Management and Fleet Management [*See*  
131 *Oneida Fleet Management, 2 O.C. 212.5-2 and Vehicle Driver Certification and*  
132 *Fleet Management, 2 O.C. 210.8-3 (a)*].
- 133 ■ The Oneida Fleet Management Policy sets specific requirements for operating  
134 vehicles such as shuttle buses in which a driver must be 25 years of age with two  
135 years' experience; the proposed Law does not include this requirement but does  
136 state that any one that is certified to operate a Tribal vehicle or a personal vehicle  
137 on Tribal business must, among other things, satisfy any additional experience  
138 requirements established by law or by rules created by HRD that apply to the  
139 vehicle being assigned or used [*See Oneida Fleet Management Policy, 2 O.C.*  
140 *212.6-1 and Vehicle Driver and Fleet Management, 2 O.C. 210.8-1 (b)*].
  - 141 ■ The current Law does not specify what vehicles require a commercial driver's  
142 license (CDL); the Oneida Fleet Management Policy specifies that if a vehicle is  
143 26,000 lbs or more; the vehicle transports hazardous materials requiring  
144 placarding; the vehicle is designed or used to transport 16 or more passengers; or  
145 any vehicle that Fleet Management determines requires a CDL to operate [*See*  
146 *Oneida Fleet Management Policy, 2 O.C. 212.6-3 (a-d)*].
  - 147 ■ The Oneida Fleet Management Policy sets a minimum of 14,000 miles per year  
148 for a Business Unit to maintain its own vehicle; the proposed Law does not set the  
149 minimum number of miles that must be driven to maintain a vehicle, it instead  
150 allows Fleet Management to determine what minimum mileage is needed for an  
151 entity to maintain its own vehicle [*See Oneida Fleet Management Policy, 2 O.C.*  
152 *212.7-3 and Vehicle Driver Certification and Fleet Management, 2. O.C. 210.6-*  
153 *2*].
  - 154 ■ Both the Oneida Fleet Management Policy and this Law prohibit drivers from  
155 using Tribal vehicles for personal use; however, the Oneida Fleet Management  
156 Policy allows for a temporary exemption when an emergency occurs and is  
157 reported to the driver's supervisor within 24 hours of the emergency. An  
158 emergency is when an unexpected medical emergency involves the driver or the  
159 driver's immediate family [*See Oneida Fleet Management Policy 2 O.C. 212.8-*  
160 *5*]. The proposed Law does not include this exemption.
  - 161 ■ The Oneida Fleet Management Policy allows for employees to bring Tribal  
162 vehicles home if an employee needs the vehicle for an assignment that occurs on  
163 the weekend or when the Central Fleet or Business Unit fleet is not open for  
164 business [*See Oneida Fleet Management Policy, 2 O.C. 212.8-7*]. This Law does  
165 not address if a driver can bring the Tribal vehicle home when that vehicle is used  
166 if Fleet Management or the entity is closed.

- 167           ▪ This Law requires the driver to notify Fleet Management immediately of any  
168           problems with a Tribal vehicle that may have a safety or mechanical hazard. The  
169           Oneida Fleet Management Policy requires the driver to immediately notify both  
170           Fleet Management and DPW Automotive Department [*See Vehicle Driver*  
171           *Certification and Fleet Management Policy, 2 O.C. 210.6-4 (b) and Oneida Fleet*  
172           *Management Policy, 2 O.C. 212.8-22*].
- 173           ▪ The Oneida Fleet Management Policy requires supervisors to submit the monthly  
174           mileage logs to Fleet Management by the third working day of the following  
175           month; the proposed Law does not specify when the mileage logs must be turned  
176           in but the Law does authorize Fleet Management to establish requirements  
177           supervisors must follow when submitting the recorded mileage logs [*See Oneida*  
178           *Fleet Management Policy, 2 O.C. 212.8-23 and Vehicle Driver Certification and*  
179           *Fleet Management, 2 O.C. 210.4-7 (d)*].
- 180           ▪ The Oneida Fleet Management Policy requires all vehicles to receive a complete  
181           safety check each year; the proposed Law specifies that the Automotive  
182           Department will service and maintain Tribal vehicles according to factory  
183           recommendations or a maintenance schedule established by the Automotive  
184           Department [*See Oneida Fleet Management Policy, 2 O.C. 212.8-26 (d) and*  
185           *Vehicle Driver Certification and Fleet Management, 2 O.C. 210.4-3*].
- 186           ▪ This Law requires all Tribal vehicles to have a Tribal logo; the Oneida Fleet  
187           Management Policy allows for an exception if the Tribal logo will be a detriment  
188           to the services of a Business Unit [*See Vehicle Driver Certification and Fleet*  
189           *Management, 2 O.C. 210.6-6 and Oneida Fleet Management Policy, 2 O.C.*  
190           *212.8-26 (h)*]. This exception may be necessary if a vehicle such as an unmarked  
191           police vehicle is used.
- 192           ▪ The Oneida Fleet Management Policy requires drivers to immediately report,  
193           among other things, any theft from a vehicle. The proposed Law does not require  
194           drivers to report a theft [*See Oneida Fleet Management Policy, 2 O.C. 212.10-1*  
195           *and Vehicle Driver Certification and Fleet Management, 2 O.C. 210.9*].
- 196           ▪ This Law does not require drivers to sign a Vehicle Use Agreement form every  
197           time they pick up a vehicle [*See Oneida Fleet Management Policy, 2 O.C. 212.9-*  
198           *1 (d)*].
- 199        **3. Business Committee Vehicle Policy.** This Law does not allow Tribal vehicles to be used  
200        for personal use or non-business miles except authorized under the Business Committee  
201        Vehicle Policy [*See Vehicle Driver Certification and Fleet Management, 2 O.C. 210.6-*  
202        *5*]. The Business Committee Vehicle Policy outlines the authorities in which the OBC  
203        Tribal Vehicle will be used and identifies procedures that must be followed in order to  
204        use it. The Policy says that both the Business Committee Vehicle Policy and Oneida  
205        Vehicle Driver Policy provide the basis for which the Tribal vehicle can be used [*See*  
206        *August 17, 1990 OBC Regular Meeting Transcript, pg. 6, B.II*]. In accordance with this

207 Policy, the Nation's Chairperson or a designee of the OBC shall have custody of the  
208 vehicle and that the Chairperson shall have an executive privilege which allows him/her  
209 to use the vehicle for commuting to and from the Nation's headquarters on a daily basis.  
210 However, the OBC vehicle can only be used for official business only which is defined as  
211 "business being conducted on behalf of the Oneida Tribe of Indians of Wisconsin" [See  
212 *August 17, 1990 OBC Regular Meeting Transcript, pg. 7, B.III.D-F*].

213 **4. Oneida Travel and Expense Policy.** This Law states that vehicles must be rented in  
214 accordance with the Oneida Travel and Expense Policy and that drivers must be certified  
215 pursuant to this Law [See *Vehicle Driver Certification and Fleet Management, 2 O.C.*  
216 *210.7-1*]. The Oneida Travel and Expense Policy identifies when a driver can rent a  
217 vehicle, and actions the driver must take when renting a vehicle. These actions include,  
218 among other things:

- 219     ▪ that alternate transportation must be used when it is less expensive, -
- 220     insurance on all car rentals is covered by the Nation's insurance policy, -
- 221     drivers must be on the approved Tribal vehicle drivers list with HRD before
- 222     departure,
- 223     ▪ car rentals can only be used when the event is 15 miles farther than the hotel,
- 224     ▪ car rental advances must be submitted on the Travel Authorization before travel is
- 225     taken,
- 226     ▪ driver must rent compact or mid-size vehicles unless three or more employees are
- 227     utilizing the vehicle,
- 228     ▪ fuel charges are the employee's responsibility and insurance coverage or charges
- 229     beyond one driver is the employee's responsibility [See *Travel and Expense*  
230 *Policy, 2 O.C. 219.8*].

231 **a.** In addition, this Law identifies what happens when a driver is involved in a motor  
232 vehicle crash while driving a Tribal vehicle or a personal vehicle on Tribal business;  
233 and/or in the event that a Tribal vehicle is damaged during use. The Law states that  
234 if the Oneida Travel and Expense Policy has more restrictive requirements regarding  
235 incident reporting, the provisions of that policy shall apply [See *Vehicle Driver*  
236 *Certification and Fleet Management, 2 O.C. 210.9-1*]. The Travel and Expense  
237 Policy simply states that if an employee is involved in an incident with a rental  
238 vehicle, the employee must report the incident to the following persons [See *Travel*  
239 *and Expense Policy, 2 O.C. 219.8-11*]:

- 240     ▪ Local law enforcement agencies
- 241     ▪ Rental company
- 242     ▪ All Nations Travel
- 243     ▪ Human Resources Department upon return
- 244     ▪ Risk Management upon return, with copies of all paperwork.

245 **B.** The following are potential conflicts between this Law and other laws that the LOC may  
246 want to consider:

247 **1. Oneida Travel and Expense Policy.** This Law refers to the Oneida Travel and Expense  
248 Policy when discussing how rental vehicles are handled and what happens when there is a  
249 crash involving a rental vehicle [*See Vehicle Driver Certification and Fleet Management*  
250 *2 O.C. 210.7-1 & 210.9-1*]. This Law pertains to employees, officials and volunteers, but  
251 the Oneida Travel and Expense Policy relates only to employees [*See Vehicle Driver*  
252 *Certification and Fleet Management 2 O.C. 210.3-1 (b) and Oneida Travel and Expense*  
253 *Policy 2 O.C. 219.3-1 (d) & 219.8*]. This can be interrupted that officials or volunteers  
254 cannot use rental vehicles.

255 The LOC may want to

- 256 1) clarify if officials are considered employees in regards to the Oneida  
257 Travel and Expense Policy and
- 258 2) determine if volunteers and officials should be allowed utilize rental  
259 vehicles and if the Travel and Expense Policy needs to be amended.

260 **2. Business Committee Vehicle Policy.** The BC Vehicle Policy states that the BC Vehicle  
261 Policy is used in conjunction with the Oneida Tribal Vehicle Policy [*See BC Vehicle*  
262 *Policy, August 17, 1990 OBC Regular Meeting Transcript, pg. 6, B.II*]. At the time this  
263 analysis was completed, the Oneida Tribal Vehicle Policy referenced in the BC Vehicle  
264 Policy could not be located but may have been incorporated into the Vehicle Driver  
265 Certification Policy which will be repealed by adoption of this Law. This proposed Law  
266 will supersede the Vehicle Driver Certification Policy mentioned in the BC Vehicle  
267 Policy. The LOC may want to consider amending the BC Vehicle Policy to remove  
268 references to the Oneida Tribal Vehicle Policy and decide whether the BC Vehicle Policy  
269 should be used in conjunction with this Law.

270

## 271 **SECTION 7. ENFORCEMENT**

272 **A.** A driver who violates this Law may be subject to suspension of his/her vehicle driver  
273 certification and/or work related driving privileges. Supervisors that fail to uphold this Law  
274 can face disciplinary action. Suspension of a vehicle driver certification is not appealable  
275 except if an employee receives an adverse employment action or if any official, volunteer or  
276 employee that seeks a review of a decision not to reinstate certification by filing an appeal to  
277 the Judiciary [*See Vehicle Driver Certification and Fleet Management, 2 O.C. 210.10-2,*  
278 *210.10-7 (b) and 210.11-2 (d)*].

279 **B.** The supervisor is responsible for ensuring that the driver is certified to drive a Tribal vehicle  
280 and abides by this Law. If the driver does not have a supervisor, then HRD assumes the  
281 supervisor's responsibilities [*See Vehicle Driver Certification and Fleet Management, 2 O.C.*  
282 *210.4-7 & 210.4-7 (g)*].

283

## 284 **SECTION 8. ACCOUNTABILITY**

285 **A.** Fleet Management, Automotive Department, Risk Management, HRD, Environmental Health  
286 & Safety, supervisors and drivers all have responsibilities identified in this Law.

287 **B.** Drivers must complete driver safety training every three years for Tribal vehicle certification;  
288 however if there is a break in service longer than 180 days, retraining is required [*See*  
289 *Vehicle Driver Certification and Fleet Management, 2 O.C. 210.8-1 (e) (1)*].

290

291 **SECTION 9. OTHER CONSIDERATIONS**292 **A.** Below are statistics and policy considerations the LOC may want to be aware of:293 **1.** *Number of Tribal Vehicles.* According Fleet Management, the Nation owns 191 Tribal  
294 vehicles and 49 departments use these vehicles.295 **2.** *Number of Employees Affected.* According to HRD, there are 1092 employee positions  
296 that have driving requirements and 1386 employees who have driving requirements  
297 which is approximately 50% of the total workforce.298 **3.** *Motor Vehicle Crashes Involving Tribal Vehicles.* According to Risk Management, there  
299 have been 121 motor vehicle crashes that have occurred since 2009. The following table  
300 shows the motor vehicle crash trends for the last five years. In addition, the table  
301 identifies the costs regarding motor vehicle crashes in involving Tribal vehicles. Please  
302 note that there have no claims paid involving personal vehicles used for Tribal business  
303 in the last 8.5 years. From FY 2009- FY 2016 there has been a total of \$9,946 paid on  
304 worker's compensation claims for injured employees [*Information received from Risk*  
305 *Management*].

Year (FY)	Vehicle Crash Cost	# of Crashes	Tribal Driver's at Fault
2009	\$35,958	10	7
2010	\$44,796	21	13
2011	\$31,862	22	15
2012	\$4,709	6	4
2013	\$41,327	17	13
2014	\$42,984	19	13
2015	\$111,643	11	7
2016	\$46,500	15	13
TOTAL	\$359,779	121	85

306

307 **4.** This following table illustrates the minimum insurance requirements pursuant to the Law  
308 and State of Wisconsin. In addition, a seven auto insurance providers were contacted and  
309 three provided information regarding their standard insurance coverage, that information  
310 is also incorporated in the table (below):

311

Entity	Per Person	Per Crash	Property Damage
Nation	\$100	\$300	\$25
Wisconsin	\$25	\$50	\$10
Progressive	\$25	\$50	\$10
Allstate	\$50	\$100	\$200
American Family	\$100	\$300	\$100

312 [See Driver Certification and Fleet Management, 2 O.C. 210.8-2 (a) (1) and See State of  
313 Wisconsin, Department of Transportation, <http://wisconsin.gov/Pages/dmv/license-drivers/crsh-rpt/Auto-insurance.aspx>].

315 5. Section 210.10-7 (b) states a supervisor can suspend an employee's certification or  
316 extend an existing suspension when the supervisor determines it is appropriate. The  
317 employee can appeal this adverse employment action. Having a driver certification  
318 suspended may not always lead to an adverse employment action, especially in cases  
319 where driving is not an essential duty for the employee. The LOC may want to consider  
320 revising this section. An example of a possible revision:

321 *210.10-7. Notwithstanding any other provision of this law, the Nation reserves the right*  
322 *to suspend an individual's certification or extend a certification suspension. Certification*  
323 *may be suspended; or an existing suspension may be extended, based on the best interests*  
324 *of the Nation and in accordance with the following:*

325 (a) *For officials and volunteers: upon unanimous agreement between the Human*  
326 *Resources Department, Fleet Management and Risk Management.*

327 (b) *For employees: A supervisor may suspend an employee's certification or*  
328 *extend an existing suspension, when the supervisor determines it is appropriate to*  
329 *do so. The employee may appeal ~~this an~~ adverse employment action that results*  
330 *from a suspension of the employee's driver certification in accordance with the*  
331 *employment laws of the Nation.*

332 B. Please refer to the fiscal impact statement for the financial impacts.

333

334

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**Title 2. Employment - Chapter 210**  
**VEHICLE DRIVER CERTIFICATION AND FLEET MANAGEMENT**

210.1.	Purpose and Policy	210.8.	Driver Certification
210.2.	Adoption, Amendment, Repeal	210.9.	Motor Vehicle Crashes, Damage Involving Tribal Vehicles
210.3.	Definitions	210.10.	Suspension and Revocation of Certification; Disciplinary Action
210.4.	Tribal Department Responsibilities	210.11.	Reinstatement of Certification
210.5.	Driver Responsibilities		
210.6.	Tribal Vehicle Usage		
210.7.	Rental Vehicles		

- 1  
2 **210.1. Purpose and Policy**  
3 210.1-1. *Purpose.* The purposes of this law are to:  
4 (a) establish standards that certify employees, officials and volunteers to drive a Tribal  
5 vehicle or drive a personal vehicle on Tribal business, and  
6 (b) regulate the use of all vehicles owned and leased by the Nation.  
7 210.1-2. *Policy.* It is the policy of the Nation to:  
8 (a) ensure the safety of the community and employees of the Oneida Nation;  
9 (b) minimize the Nation's liability when physical damage to vehicles and/or property  
10 damage occurs as a result of a motor vehicle crash; and  
11 (c) improve the efficiency and effectiveness of the use of vehicles owned by the Nation.  
12

- 13 **210.2. Adoption, Amendment, Repeal**  
14 210.2-1. This law was adopted by the Oneida Business Committee by resolution \_\_\_\_\_.  
15 210.2-2. This law may be amended or repealed by the Oneida Business Committee and/or  
16 Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures  
17 Act.  
18 210.2-3. Should a provision of this law or the application thereof to any person or circumstances  
19 be held as invalid, such invalidity shall not affect other provisions of this law which are  
20 considered to have legal force without the invalid portions.  
21 210.2-4. In the event of a conflict between a provision of this law and a provision of another law,  
22 the provisions of this law shall control. Provided that, this law repeals the following:  
23 (a) BC-09-09-98-A (Amended Vehicle Driver Certification Policy)  
24 (b) BC-09-24-97-E (Oneida Vehicle Fleet Management Policy)  
25 210.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.  
26

- 27 **210.3. Definitions**  
28 210.3-1. This section shall govern the definitions of words and phrases used within this law. All  
29 words not defined herein shall be used in their ordinary and everyday sense.  
30 (a) "Business day" means Monday through Friday, from 8:00 a.m. to 4:30 p.m.;  
31 excluding the Nation's holidays.  
32 (b) "Business miles" means miles driven in a vehicle by an individual in order to conduct  
33 Tribal business.  
34 (c) "Certification" or "certified" means that a driver meets the requirements established  
35 by this law and is authorized to operate a Tribal vehicle and/or a personal vehicle on  
36 Tribal business.

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- 37 (d) “Driver” means any employee, official and/or volunteer who is certified to operate a  
38 Tribal vehicle, or to drive a personal vehicle on Tribal business.
- 39 (e) “Driver’s abstract” means a driver’s official driving record, which includes, but is not  
40 limited to, any restrictions or limitations that may be imposed on the driver’s driving  
41 privileges.
- 42 (f) “Employee” means an individual who is employed by the Nation and is subject to the  
43 direction and control of the Nation with respect to the material details of the work  
44 performed, or who has the status of an employee under the usual common law rules  
45 applicable to determining the employer-employee relationship. “Employee” includes, but  
46 is not limited to, an individual employed by any program or enterprise of the Nation, and  
47 political appointees.
- 48 (g) “Entity” means a department, enterprise, program, board, committee or commission  
49 of the Nation.
- 50 (h) “Nation” means the Oneida Nation.
- 51 (i) “Non-business miles” means miles driven in a Tribal vehicle that are not business-  
52 related, including commuting.
- 53 (j) “Official” means anyone who is serving on the Oneida Business Committee or the  
54 Oneida Judiciary, and any other person who is elected or appointed to a board, committee  
55 or commission created by the Oneida Business Committee or Oneida General Tribal  
56 Council.
- 57 (k) “Supervisor” means the direct supervisor of an employee. Provided that, for  
58 volunteers, officials and employees without a direct supervisor, it means the Human  
59 Resources Department or any party who has been designated by the Human Resources  
60 Department as responsible for performing a supervisor’s responsibilities under this law.
- 61 (l) “Tribal” or “Tribe” means the Oneida Nation.
- 62 (m) “Tribal vehicle” means a vehicle owned or leased by the Nation.
- 63 (n) “Volunteer” means a person who provides a service to the Nation without receiving  
64 pay.
- 65 (o) “Workday” means a regularly scheduled workday or service day for a driver,  
66 regardless of whether the day falls on a weekday or weekend.

#### 67 68 **210.4. Tribal Department Responsibilities**

69 210.4-1. *Department of Public Works.* The Department of Public Works shall maintain Fleet  
70 Management and Automotive Departments to assist with the implementation of this law.

71 210.4-2. *Fleet Management.* Fleet Management shall:

- 72 (a) Purchase, manage and monitor the use of Tribal vehicles, including the removal of  
73 unsafe vehicles from the fleet;
- 74 (b) Obtain estimates of and schedule Tribal vehicle repairs when necessary;
- 75 (c) Participate in motor vehicle crash investigations;
- 76 (d) Participate in situations requiring approval of driver certifications;
- 77 (e) Install or remove global positioning system monitors on Tribal vehicles;
- 78 (f) Ensure that all Tribal vehicles are equipped with a mileage log and an auto incident kit  
79 which contains forms and instructions for reporting any incident; and
- 80 (g) Maintain a list of all fleet vehicles that are available for use by drivers; including  
81 vehicles permanently assigned to specific departments.

82 210.4-3. *Automotive Department.* The Automotive Department shall service and maintain Tribal  
83 vehicles according to factory recommendations, or the maintenance schedule established by the

84 Automotive Department, whichever is stricter. Any vehicle deemed unsafe by the Automotive  
85 Department shall be reported to Fleet Management.

86 210.4-4. *Risk Management*. Risk Management shall:

- 87 (a) Secure and maintain insurance coverage for all Tribal vehicles, or may designate  
88 another party to do so;
- 89 (b) Provide auto insurance identification cards in every Tribal vehicle;
- 90 (c) Process all submitted vehicle claims and related information;
- 91 (d) Submit claims to the insurance company;
- 92 (e) Participate in motor vehicle crash investigations; and
- 93 (f) Participate in situations requiring approval of certifications.

94 210.4-5. *Human Resources Department*. The Human Resources Department shall:

- 95 (a) Maintain a current list of drivers and provide the list to Fleet Management and the  
96 Central Accounting Department on a regular basis;
- 97 (b) Perform driving record checks and approve or deny certification based on the review  
98 of an individual's driving record; and notify the appropriate parties immediately of  
99 ineligibility in writing;
- 100 (c) Notify supervisors immediately of
  - 101 (1) the certification status of his or her employees or volunteers; and
  - 102 (2) of any cancelation or lapse in a personal vehicle driver's insurance coverage.
- 103 (d) Assist supervisors with the administration of suspensions and/or revocations of  
104 certification;
- 105 (e) Request and maintain records of proof of insurance on personal vehicles driven on  
106 Tribal business;
- 107 (f) Participate in motor vehicle crash investigations;
- 108 (g) Maintain documentation of all required driver training and regulatory compliance;
- 109 (h) Perform, or delegate to another person to perform, the supervisory responsibilities  
110 identified in this law, for drivers who do not have a supervisor.

111 210.4-6. *Environmental Health & Safety Division*. The Environmental Health & Safety Division  
112 shall provide driver safety training as included herein, and provide the Human Resources  
113 Department with the names of drivers who have completed training after each training session.

114 210.4-7. *Supervisors*. For drivers who do not have a supervisor, the Human Resources  
115 Department shall either assume the supervisor's responsibilities, or shall delegate those  
116 responsibilities to another person/entity. Supervisors of drivers shall:

- 117 (a) Ensure those drivers who report to them are certified before allowing those employees  
118 to drive a Tribal vehicle or a personal vehicle on Tribal business.
- 119 (b) Ensure drivers have the appropriate license, training certification(s), and insurance  
120 information on file with the Human Resources Department.
- 121 (c) Ensure all motor vehicle crashes and damages are reported in accordance with this  
122 law.
- 123 (d) Ensure that all Tribal vehicle mileage is recorded and submitted to Fleet Management  
124 in accordance with requirements established by Fleet Management.
- 125 (e) Approve expense reports submitted for personal vehicle mileage reimbursement.
- 126 (f) Promptly take appropriate action to investigate:
  - 127 (1) all infractions of this law of which they become aware, including but not  
128 limited to, allegations of alcohol or drug use while using a Tribal vehicle or  
129 personal vehicle for Tribal business.

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- 130 (2) allegations of a history of unsafe driving, regardless of whether or not the  
131 employee has ever been charged with an offense.  
132 (g) Ensure that all employees who directly report to them abide by this law.  
133 (h) Implement disciplinary action against employee drivers who violate this law, in  
134 accordance with the Nation's laws governing employment.  
135 (i) When necessary, refer drivers to:  
136 (1) the Environmental Health & Safety Division or an appropriate agency or  
137 training source for additional driver training; and/or  
138 (2) the Employee Assistance Program, in accordance with applicable policies and  
139 procedures of the Nation.  
140

### 141 **210.5. Driver Responsibilities**

- 142 210.5-1. While operating a Tribal vehicle or a personal vehicle on Tribal business, drivers shall:  
143 (a) Abide by all provisions of this law.  
144 (b) Follow all traffic laws, respect property, be courteous and use good judgment.  
145 (c) Wear seat belts and require passengers to wear seat belts at all times.  
146 (d) Not drive while:  
147 (1) under the influence of controlled substances, intoxicating beverages,  
148 prescription drugs or other medications that caution against operating a motor  
149 vehicle when taken, or  
150 (2) impaired by a medical or physical condition or other factor that affects a  
151 driver's motor skills, reaction time or concentration.  
152 (e) Not transport controlled substances, intoxicating beverages, or any passenger that is in  
153 possession of controlled substance or intoxicating beverages; without prior written  
154 approval from his or her supervisor to do so.  
155 (1) *Exemptions.* Employees of the Nation who are transporting such substances,  
156 beverages or passengers in the course of performing their job duties are exempt  
157 from this requirement.  
158 (f) Not transport unauthorized passengers.  
159 (g) Not use devices such as cell phones, whether for talking or texting; notebook or  
160 laptop computers; books or book applications; newspapers or magazines; and two-way  
161 radios unless the vehicle is safely stopped.  
162 (1) *Exemptions.* The following are exempt from this requirement:  
163 (A) Authorized emergency vehicle communication equipment  
164 (B) Navigation devices  
165 (C) Communication equipment used while performing services for the  
166 Nation.  
167

### 168 **210.6. Tribal Vehicle Usage**

- 169 210.6-1. Drivers who do not have access to a permanently assigned Tribal vehicle and who are  
170 unable to use a vehicle assigned to another department, may request to use a Tribal vehicle to  
171 conduct Tribal business by submitting a request to Fleet Management. Whenever possible, such  
172 requests shall be made at least one (1) week in advance.  
173 (a) Fleet Management may cancel reservations that are not fulfilled in a timely manner  
174 and may combine vehicle use for travel to the same destination.  
175 (b) Before determining whether a Tribal vehicle is available or approving the use of a  
176 Tribal vehicle, Fleet Management shall confirm that:

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- 177 (1) the driver is certified.  
178 (2) the driver has written consent to use a Tribal vehicle; provided by the driver's  
179 supervisor, if the driver is an employee; or by the driver's entity, if the driver is an  
180 official or volunteer.  
181 (3) any passengers are authorized to travel in a Tribal vehicle, in accordance with  
182 210.6-3.
- 183 (c) Before approving the use of a permanently assigned Tribal vehicle by any driver; the  
184 department shall be responsible for confirming that the requirements of (b) are met.
- 185 210.6-2. In order to have a Tribal vehicle permanently assigned to an entity, the entity shall drive  
186 a minimum number of miles annually, as determined by Fleet Management. Exceptions to the  
187 mileage criteria may be granted upon request by an entity and with written approval from Fleet  
188 Management.
- 189 (a) Entities who have a permanently-assigned vehicle shall regularly schedule service  
190 work, maintenance work and safety checks with the Automotive Department.
- 191 210.6-3. The following individuals may travel in a Tribal vehicle:  
192 (a) Employees, officials or volunteers who are on Tribal business,  
193 (b) Individuals being transported as part of a program or service of the Nation,  
194 (c) Individuals being transported during the normal and ordinary course of representing  
195 and/or conducting business on behalf of the Nation; and  
196 (d) Individuals who are authorized, by Oneida Business Committee motion, to travel in a  
197 Tribal vehicle. The Oneida Business Committee may request input from Fleet  
198 Management before making a determination on these requests.
- 199 210.6-4. When a driver uses a Tribal vehicle, he or she shall:  
200 (a) Complete a vehicle mileage log. Vehicle mileage logs shall be provided in each Tribal  
201 vehicle.  
202 (b) Notify Fleet Management immediately of any problem(s) with a Tribal vehicle that  
203 may be a safety or mechanical hazard, or of any incidents that result in the inability of a  
204 Tribal vehicle to complete a trip.  
205 (c) Be personally responsible for all traffic citation costs, parking ticket costs or any  
206 similar expense related to vehicle use.  
207 (d) Use Oneida One Stops for fueling Tribal vehicles, unless the Tribal vehicle needs fuel  
208 before it can be taken to an Oneida One Stop.  
209 (e) Not smoke, and not permit others to smoke, in the Tribal vehicle.  
210 (f) Ensure the interior of the vehicle is kept in good condition, clean and free of debris.
- 211 210.6-5. Tribal vehicles shall be used for business miles. When away from the work site, a Tribal  
212 vehicle may also be used for incidental purposes, such as travel to and from lodging and meal  
213 sites. Tribal vehicles shall not be used for any of the following:  
214 (a) Personal use or non-business miles, except as authorized under the Business  
215 Committee Vehicle Policy.  
216 (b) Vacation.  
217 (c) Towing cargo for personal reasons.  
218 (d) Hauling loads that could structurally damage the vehicle.  
219 (e) Delivering goods or services for personal gain, or operating private pools where the  
220 riders pay the driver.  
221 (f) Transporting hitchhikers.  
222 (g) Jump starting vehicles, other than Tribal vehicles.
- 223 210.6-6. Tribal logos shall be placed on all Tribal vehicles.

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224 210.6-7. *Additional Equipment, Modifications.*

225 (a) Modifications to Tribal vehicles for personal reasons are not permitted. Modifications  
226 to Tribal vehicles for operating purposes may be allowed only with the approval of Fleet  
227 Management.

228 (1) Provided that, this shall not be construed to prohibit drivers from making  
229 temporary, non-permanent modifications, such as adjusting the positions of  
230 vehicle seats or mirrors.

231 (b) Fleet Management may equip Tribal vehicles with Global Positioning Systems (GPS)  
232 to monitor vehicle usage.

233 (c) Radar detection devices shall not be installed or used in Tribal vehicles.  
234

235 **210.7. Rental Vehicles**

236 210.7-1. Rental vehicles are considered Tribal vehicles for the purpose of this law. All provisions  
237 of this law apply to rental vehicle usage. Vehicles shall be rented in accordance with the Oneida  
238 Travel and Expense Policy and drivers of rental vehicles shall be certified in accordance with  
239 this law.

240 210.7-2. Every vehicle rental shall include the purchase of the maximum collision damage  
241 waiver offered by rental companies.  
242

243 **210.8. Driver Certification**

244 210.8-1. *Certification.* All persons shall be certified before operating a Tribal vehicle or personal  
245 vehicle on Tribal business. In order to be certified, an individual shall:

246 (a) Be eighteen (18) years of age or older.

247 (b) Satisfy any additional experience requirements established by law or by rules  
248 promulgated by the Human Resources Department, that apply for the vehicle being  
249 assigned or used.

250 (c) Hold a valid, non-probationary Wisconsin driver's license and provide proof of such  
251 license, including any commercial endorsement(s), to the Human Resources Department  
252 within thirty (30) days after his or her start of employment or time of election,  
253 appointment or volunteer service.

254 (1) Drivers with commercial driver's licenses may be restricted to only operating  
255 Tribal vehicles within the state of Wisconsin.

256 (2) An occupational license is a valid, non-probationary driver's license if the  
257 driver's abstract which accompanies the occupational license allows the driver to  
258 operate vehicles for his or her job with the Nation.

259 (3) Individuals with a driver's license from a state other than Wisconsin shall  
260 obtain a Wisconsin driver's license within thirty (30) days after their first day of  
261 actual employment or service and provide a copy to the Human Resources  
262 Department.

263 (d) Pass a driving record check by the Human Resources Department to verify the driver  
264 has a valid, non-probationary driver's license as identified in (c); and to verify the driver  
265 has no citation or conviction related to a traffic incident, and no driving citation or  
266 conviction involving drugs or alcohol, within the time period(s) that would make the  
267 driver ineligible for certification under this law.

268 (1) The individual shall have his or her driving record checked by the Human  
269 Resources Department prior to his or her hire date or start date.

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270 (A) State Department of Motor Vehicle reports shall be used to determine  
271 whether an individual passes the driving record check.

272 (B) An individual with a driver's license from a state other than Wisconsin  
273 shall have his or her driving record checked based on that state's license.

274 (2) The Nation reserves the right to check driving records of a driver at any time.  
275 All drivers shall authorize the Human Resources Department to check his or her  
276 driving record.

277 (3) The Nation reserves the right to allow insurance carriers or agents to check  
278 driving records at any time. This review shall be deemed to be a review by the  
279 Nation.

280 (e) Complete all driver training requirements imposed by the Nation, an individual entity,  
281 or by any federal or state agency regulations.

282 (1) Except as provided in (e)(2), drivers who are certified to operate a Tribal  
283 vehicle shall complete driver safety training every three (3) years.

284 (A) The training program shall be administered, scheduled, and  
285 documented by the Environmental Health & Safety Division.

286 (B) A break in employment or service of one hundred eighty (180) days or  
287 greater requires retraining.

288 (C) Drivers shall be paid their regular wage for all required training.

289 (2) Tribal vehicle drivers who are subject to specialized driver safety training  
290 requirements imposed by state or federal regulatory agencies are exempt from the  
291 driver safety training required in (e)(1), provided that, such drivers shall complete  
292 all required driver safety training according to the applicable regulations before  
293 operating a Tribal vehicle to which the regulations apply.

294 210.8-2. *Additional Requirements for Personal Vehicle Drivers.* In addition to the requirements  
295 listed in 210.8-1, the following also apply for drivers of personal vehicles on Tribal business.

296 (a) *Insurance.* Each driver shall provide the Human Resources Department with written  
297 proof that he or she carries at least the minimum insurance coverage required by this law.  
298 Drivers shall maintain updated proof of vehicle insurance and provide copies to the  
299 Human Resources Department. The Human Resources Department may request written  
300 proof of insurance from drivers at any time.

301 (1) The minimum insurance requirements on a personal vehicle are:

302 (A) one hundred thousand dollars (\$100,000) per person;

303 (B) three hundred thousand dollars (\$300,000) per accident for bodily  
304 injury; and

305 (C) twenty-five thousand dollars (\$25,000) property damage.

306 (2). A driver shall immediately notify the Human Resources Department of any  
307 cancelation or lapse in his or her insurance coverage. No driver may drive a  
308 personal vehicle on Tribal business during the time he or she does not have the  
309 required minimum personal auto insurance coverage.

310 (3) If a personal vehicle driver's required insurance lapses, the Human Resources  
311 Department shall immediately remove the driver from the list of certified drivers,  
312 and notify the driver's supervisor once this action has been taken.

313 (b) *Mileage Reimbursement.*

314 (1) A driver who operates a personal vehicle on Tribal business shall be  
315 reimbursed for any business miles driven if he or she:

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316 (A) was certified at the time and had written proof of required insurance  
317 on file with the Human Resources Department.

318 (B) had prior consent from his or her supervisor to travel those miles on  
319 Tribal business.

320 (2) While driving on Tribal business, drivers of personal vehicles shall not use their  
321 vehicle for personal gain of any kind.

322 (3) All provisions of this law apply to drivers of personal vehicles on Tribal  
323 business regardless of whether or not vehicle mileage reimbursement is  
324 submitted.

### 325 210.8-3. *Additional Requirements*

326 (a) Individual entities may require stricter certification procedures and standards that do  
327 not conflict with these standards; including but not limited to, specialized requirements  
328 regarding age, experience, training, and licensing. Such procedures and standards shall  
329 be submitted to Fleet Management, Risk Management and the Human Resources  
330 Department for review and approval.

331 (b) Drivers are subject to all specialized requirements imposed by state or federal  
332 regulatory agencies; including but not limited to, regulatory requirements pertaining to  
333 the use of drugs and alcohol.

334 210.8-4. Drivers shall immediately notify their supervisor; and the supervisor shall immediately  
335 notify the Human Resources Department in writing, of any of the following:

336 (a) An arrest, charge or conviction for any:

337 (1) motor vehicle operation violation involving drugs or alcohol; or

338 (2) criminal offense related to a traffic incident.

339 (b) Any restriction, suspension, revocation, cancellation or, if applicable, reinstatement of  
340 driving privileges related to his or her driver's license.

341 210.8-5. Drivers shall immediately notify their supervisor of any impairment by a medical or  
342 physical condition or other factor that affects his or her motor skills, reaction time or  
343 concentration. Supervisors shall notify the Human Resources Department, in writing, of such  
344 information when appropriate.

345

### 346 **210.9. Motor Vehicle Crashes; Damage Involving Tribal Vehicles**

347 210.9-1. This section shall apply in the event a driver is involved in a motor vehicle crash while  
348 driving a Tribal vehicle or a personal vehicle on Tribal business; and/or in the event that a Tribal  
349 vehicle is damaged during use. Provided that, if the Travel and Expense Policy has more  
350 restrictive requirements regarding accident reporting, the provisions of that policy shall apply.

351 210.9-2. In the event of a motor vehicle crash or damage involving the vehicle, drivers shall be  
352 subject to the following reporting requirements; provided that, if a driver sustains injuries that  
353 make it impossible to meet the reporting deadlines identified herein; the driver shall instead  
354 make the required reports as soon as he or she is able to do so:

355 (a) immediately report the crash or damage to local law enforcement if it results in any of  
356 the following:

357 (1) an injury to the driver or another person that requires medical intervention by  
358 law enforcement or emergency personnel, or treatment at a medical facility; or

359 (2) death of a person; or

360 (3) damage to property that does not belong to the driver or the Nation; or

361 (4) a Tribal vehicle being disabled and/or needing to be towed.

362 (b) immediately report the motor vehicle crash or damage to his or her supervisor.

363 (c) provide Fleet Management and Risk Management with a completed incident report by  
364 the end of the next business day immediately following the motor vehicle crash or  
365 damage.

366 (d) comply with any applicable alcohol and drug testing requirements established in other  
367 laws of the Nation.

368 210.9-3. Drivers shall follow any additional, applicable motor vehicle crash reporting  
369 requirements for vehicles regulated by a state or federal agency.

370 210.9-4. *Internal Review.* Whenever necessary, Fleet Management and Risk Management shall  
371 coordinate and conduct internal reviews of motor vehicle crashes involving Tribal vehicles.  
372 Internal reviews may include other personnel as deemed appropriate by Fleet Management and  
373 Risk Management.

374 (a) Fleet Management and Risk Management shall have investigative authority to:

375 (1) determine fault, if not determined by law enforcement; and/or

376 (2) recommend whether a driver's certification should be suspended.

377 (b) Internal reviews shall be completed as soon as practicable after a motor vehicle crash  
378 has been reported; and shall be conducted in accordance with industry standards of  
379 practice.

380 (c) Following an internal review, Fleet Management and Risk Management shall issue an  
381 investigation report. Copies of the investigation report shall be:

382 (1) provided to the driver and the driver's supervisor; and

383 (2) retained by Fleet Management and Risk Management for a minimum of three  
384 (3) years.

385 210.9-5. If, while driving a Tribal vehicle, a driver is determined to be, or admitted to be,  
386 partially or entirely at fault in a motor vehicle crash involving vehicle damage, property damage  
387 or personal injury, the driver may have his or her certification suspended.

388

### 389 **210.10. Suspension and Revocation of Certification; Disciplinary Action**

390 210.10-1. Any driver who violates this law may be subject to suspension of his or her vehicle  
391 driver certification, and/or driving privileges.

392 (a) *Driving Privilege Suspensions.*

393 (1) In certain situations, a supervisor may temporarily suspend a driver's driving  
394 privileges without suspending the driver's certification. When a driver's driving  
395 privileges are suspended, the driver shall not be permitted to drive a Tribal vehicle  
396 or to drive a personal vehicle on Tribal business.

397 (A) A supervisor shall temporarily suspend a driver's driving privileges:

398 (1) When the driver is unable to provide proof that the driver  
399 carries any insurance required by this law, or

400 (2) When the driver has not satisfied any driver training  
401 requirements as required by this law; but has made arrangements to  
402 complete the required driver training within a reasonable period of  
403 time.

404 (3) Upon request from the Human Resources Department, in  
405 conjunction with the Risk Management Department, pending an  
406 investigation that appears likely to lead to a suspension of  
407 certification.

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408 (4) In any other situation where the supervisor is unable to  
409 determine whether the driver has valid certification and is eligible  
410 to drive a Tribal vehicle or a personal vehicle on Tribal business.

411 (B) When a supervisor suspends a driver's driving privileges; the  
412 supervisor shall promptly notify both the driver and the Human Resources  
413 Department, in writing, of the suspension, including the effective date; as  
414 well as the conditions that the employee is required to meet before the  
415 suspension may be lifted. The supervisor shall also notify both the driver  
416 and the Human Resource Department, in writing, once the driver's driving  
417 privileges are reinstated.

418 (C) A driver's driving privileges shall automatically be reinstated after the  
419 driver satisfactorily fulfills the conditions identified by the supervisor  
420 when the driving privileges are suspended.

421 (b) *Certification Suspensions.* A driver shall have his or her certification suspended for  
422 any of the following:

423 (1) Refusing to allow the Nation or an insurance carrier check his or her driving  
424 record.

425 (2) Failing to immediately notify his or her supervisor of any information as  
426 required in 210.8-4 or elsewhere in this law.

427 (3) Noncompliance with motor vehicle crash reporting requirements established  
428 by this law.

429 (4) Failing to complete any applicable driver training requirements.

430 (5) Being arrested, charged or convicted of a motor vehicle operation violation  
431 involving drugs, alcohol or criminal offense related to a traffic incident.

432 (6) Having his or her driver's license restricted, suspended, revoked or cancelled  
433 by the state.

434 (7) Knowingly driving a Tribal vehicle without being certified under the  
435 provisions of this law.

436 (8) For a personal vehicle certification, not maintaining the minimum insurance  
437 requirements for a personal vehicle.

438 (c) Supervisors who fail to uphold this law may face disciplinary action, in accordance  
439 with the laws of the Nation governing employment.

440 (d) Regardless of whether a violation results in suspension of certification,

441 (1) employees who violate this law may also be subject to disciplinary action, in  
442 accordance with laws of the Nation governing employment;

443 (2) officials who violate this law may also be subject to sanctions and penalties in  
444 accordance with applicable laws of the Nation; including but not limited to,  
445 removal from office for elected officials and termination of appointment for  
446 appointed officials.

447 210.10-2. Except as provided in 210.11-2(d) and 210.10-7(b), suspension of a vehicle driver  
448 certification or of driving privileges, is not appealable.

449 210.10-3. *Suspensions Affecting Employment Status.* Suspension of certification is a suspension  
450 of driving privileges and is not leave from work. Individuals who have their driving privileges  
451 suspended in accordance with 210.10-1(a), or who have their certification suspended and their  
452 ability to perform their duties as an employee affected by that suspension may request, in  
453 writing, that their supervisor and a Human Resources Department representative determine what,  
454 if any, options may be available to them. Options may include, but are not limited to: non-

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455 driving accommodation within the home department; reassignment to a position which does not  
456 require driving; a leave of absence without pay; or termination of employment.

457 210.10-4. The minimum length of a suspension shall be based on the number of prior  
458 suspensions that have occurred within the past three (3) years from the date of the incident that  
459 resulted in the most recent suspension:

460 (a) The first time a driver has his or her vehicle driver certification suspended, the  
461 suspension shall last no less than five (5) full-time workdays.

462 (b) The second time a driver has his or her vehicle driver certification suspended, the  
463 suspension shall last no less than ten (10) full-time workdays.

464 (c) The third time a driver has his or her vehicle driver certification suspended, the  
465 suspension shall last no less than fifteen (15) full-time workdays.

466 (d) Drivers who incur more than three (3) vehicle driver certification suspensions under  
467 this law within a three (3) year period shall lose their vehicle driver certification for three  
468 (3) years, beginning with the date of the incident that resulted in the most recent  
469 suspension.

470 210.10-5. Due to the seriousness of a citation for the operation of motor vehicles involving drugs  
471 or alcohol, vehicle driver certification shall be suspended upon the issuance of a driving citation  
472 involving drugs or alcohol. Certification may only be reinstated upon the dismissal of the citation  
473 or upon three (3) years passing from the date of citation.

474 210.10-6. A break in employment or service of one hundred eighty (180) days or greater shall  
475 clear the driver's record of any vehicle driver certification suspensions, except for three (3)-year  
476 suspensions resulting from a violation that involved drugs or alcohol. However, all prior  
477 suspensions may be used in re-employment consideration.

478 210.10-7. Notwithstanding any other provision of this law, the Nation reserves the right to  
479 suspend an individual's certification or extend a certification suspension. Certification may be  
480 suspended; or an existing suspension may be extended, based on the best interests of the Nation  
481 and in accordance with the following:

482 (a) For officials and volunteers: upon unanimous agreement between the Human  
483 Resources Department, Fleet Management and Risk Management.

484 (b) For employees: A supervisor may suspend an employee's certification or extend an  
485 existing suspension, when the supervisor determines it is appropriate to do so. The  
486 employee may appeal this adverse employment action in accordance with the  
487 employment laws of the Nation.

488

#### 489 **210.11. Reinstatement of Certification**

490 210.11-1. Vehicle driver certifications that are suspended for thirty (30) days or less shall be  
491 automatically reinstated upon expiration of the suspension.

492 210.11-2. A driver whose certification is suspended for thirty-one (31) days or more, may have  
493 his or her certification reinstated in accordance with the following:

494 (a) The driver may request reinstatement of his or her certification after:

495 (1) A certification suspension has concluded or any citation(s) are dismissed or  
496 the individual is cleared of any charges alleged in a citation that resulted in a  
497 driving certification suspension; and

498 (2) Three (3) years have passed since the individual was convicted of a motor  
499 vehicle operation citation involving drugs or alcohol; and

500 (3) The state removes a driver's license suspension; and

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2017 06 19 (for OBC consideration)

- 501 (4) Written proof has been submitted to the Human Resources Department that  
502 the individual has any required insurance coverage.
- 503 (b) Upon receiving a request to reinstate an individual's certification, the Human  
504 Resources Department shall:
- 505 (1) check the individual's driving record to ensure the individual has no violations  
506 on his or her driving record preventing reinstatement; and
- 507 (2) verify the written proof of insurance submitted by the individual, provided it  
508 meets the requirements of this law.
- 509 (c) If the individual passes the driving record check and his or her proof of insurance is  
510 verified, the individual's certification shall be reinstated upon approval of the Human  
511 Resources Department.
- 512 (1) *Exception.* For an individual's fourth (4<sup>th</sup>) suspension or a suspension due to a  
513 conviction of motor vehicle operation citation involving drugs or alcohol the  
514 individual's certification may only be reinstated if the following requirements are  
515 met:
- 516 (A) For officials and volunteers: certification may only be reinstated upon  
517 unanimous approval of the Human Resources Department, Fleet  
518 Management and Risk Management.
- 519 (B) For employees: The supervisor shall notify the Human Resources  
520 Department, Area Manager, and Risk Management of the request; and  
521 may reinstate the employee's certification if none of those entities object.
- 522 (d) Any official, volunteer or employee may seek review of a decision not to reinstate  
523 certification, by filing an appeal with the Judiciary.

524 *End.*

525 Adopted BC- \_\_\_\_\_

FINANCE ADMINISTRATION  
Fiscal Impact Statement



# MEMORANDUM

DATE: June 1, 2017  
 FROM: Rae Skenandore, Project Manager  
 TO: Larry Barton, Chief Financial Officer  
 Ralinda Ninham-Lamberies, Assistant Chief Financial Officer  
 RE: **Fiscal Impact of Vehicle Driver and Fleet Management Amendments**

## I. Estimated Fiscal Impact Summary

<b>Law:</b> Vehicle Driver and Fleet Management		Draft 20
<b>Implementing Agency</b>	Department of Public Works (DPW) - Fleet Management & Automotive Risk Management Human Resources Department (HRD) Environmental Health & Safety Division	
<b>Estimated time to comply</b>		
<b>Estimated Impact</b>	<b>Current Fiscal Year</b>	<b>10 Year Estimate</b>
Start up	\$0	
Personnel	\$0	
Office	\$0	
Documentation Costs	\$0	
<b>Total Estimated Fiscal Impact</b>	<b>\$0</b>	<b>\$0</b>
<b>Revenue and cost considerations</b>	None	
<b>Uncertainties and Unknowns</b>	None	

## II. Background

### A. Legislative History

This Law is a combination of previously approved policies, BC-09-09-98-A Vehicle Driver Certification Policy, and BC-09-24-97-E Oneida Vehicle Fleet

Management Policy. A public meeting was previously held on February 19, 2015.

**B. Summary of Content**

This Law includes the following:

1. Identifies the roles and responsibilities of the Fleet Management Department, Automotive Department, Risk Management, HRD, Environmental Health & Safety Division, supervisors and drivers;
2. Tribal vehicle usage;
3. Rental vehicle requirements;
4. Driver certification requisites;
5. Requirements for personal vehicle usage;
6. Motor vehicle accidents involving Tribal vehicles;
7. Addresses suspension and revocation of driver certification and disciplinary actions;
8. Process for driver certification reinstatement.

**C. Methodology and Assumptions**

1. A “Fiscal Impact Statement” means an estimate of the total identifiable fiscal year financial effects associated with legislation and includes startup costs, personnel, office, documentation costs, as well as an estimate of the amount of time necessary for an agency to comply with the Law after implementation.
2. Finance does NOT identify the source of funding for the estimated cost or allocate any funds to the legislation.
3. The analysis was completed based on the information provided as of the date of this memo.

**II. Agency**

According to the agencies impacted, existing personnel will be utilized to implement the Law and no new expenses are anticipated. There are no additional costs for the training required to certify drivers. It is simply reflected as a change in the category of payroll, i.e. regular job to training. Therefore, there is no fiscal impact. Environmental Health and Safety stated that they can begin training within 30 days of the approval of the Law and complete the initial training of the workforce within 60 days depending on the scheduling of staff and meeting rooms.

**III. Financial Impact**

No impact.

**IV. Recommendation**

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

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Adoption Resolution: Landlord-Tenant (Law) Amendments

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor: Jennifer Falck, Director, Legislative Reference Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Candice E. Skenandore, Legislative Analyst, Legislative Reference Office  
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  
 DATE: June 28, 2017  
 RE: Landlord-Tenant Law Amendments

*BS*

Please find the following attached backup documentation for your consideration of the Landlord-Tenant law:

1. Resolution: Landlord-Tenant (Law) Amendments
2. Statement of Effect: Landlord-Tenant (Law) Amendments
3. Landlord-Tenant (Law) Amendments Legislative Analysis
4. Landlord-Tenant (Law) Amendments Clean Draft
5. Landlord-Tenant (Law) Amendments Redline to Current Draft
6. Landlord-Tenant (Law) Amendments Fiscal Impact Statement

#### *Overview*

This resolution adopts amendments to the Landlord-Tenant law which:

- Include rent-to-own agreements in the definition of rental agreements by allowing them to extend beyond 1 year terms when entered on a rent-to-own basis [see 611.3-1(e)];
- Provides limits on what previous rental history and/or rental related debt may be considered when considering tenants' applications [see 611.4-2(f)(1) and (2)]; and
- Clarifies how the section related to termination of tenancy upon death of tenant applies to tenants in the rent-to-own program [see 611.9-4].

In accordance with the Legislative Procedures Act, a public meeting was held regarding this law on June 5, 2017 with a comment period closing on June 12, 2017. Those comments were considered by the Legislative Operating Committee (LOC) at a June 15, 2017 LOC work meeting and were thereafter formally accepted on the record at the June 21, 2017 LOC meeting. This Law will become effective ten business days after the date of adoption of the resolution as identified in section 109.9-3 of the Legislative Procedures Act. The anticipated effective date will be Thursday, July 13, 2017.

#### **Requested Action**

Approve the Resolution: Landlord-Tenant (Law) Amendments

**BC Resolution \_\_\_\_\_***Landlord-Tenant (Law) Amendments*

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

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

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

**WHEREAS,** the Oneida Business Committee originally adopted the Landlord-Tenant law through resolution BC-10-12-16-C; and

**WHEREAS,** following adoption, the Oneida Business Committee adopted emergency amendments to the Landlord-Tenant law through resolution BC-01-25-17-C; and

**WHEREAS,** the emergency amendments revised the definition of rental agreement to include the rent-to-own agreements currently offered through the Oneida Housing Authority which may last longer than one (1) year; and

**WHEREAS,** these Amendments to the Landlord-Tenant adopt the emergency amendments on a permanent basis and include the following two other revisions:

- (1) Adding a limitation as to what rental related debts and prior evictions may be considered by the landlord when considering applicants so that only utility debts of \$200 or more and only eviction from the Nation may cause an applicant to be ineligible for the income-based rental program; and
- (2) Clarifying how the death of a Tribal member tenant may impact non-Tribal member co-tenant in a rent-to-own agreement;

**WHEREAS,** a public meeting on the proposed Amendments was held on June 5, 2016 in accordance with the Legislative Procedures Act; and

**NOW THEREFORE BE IT RESOLVED,** that the Landlord-Tenant law is hereby adopted.



## Statement of Effect

### *Landlord-Tenant (Law) Amendments*

#### *Summary*

This Resolution adopts Amendments to the Landlord-Tenant Law (the “Law”) which permanently adopt prior emergency amendments which included the Oneida Housing Authority’s (OHA’s) rent-to-own program in the definition of rental agreement and also include the following two other revisions:

- (1) Adding a limitation as to what rental related debts and prior evictions may be considered by the landlord when considering applicants so that only utility debts of \$200 or more and only eviction from the Nation may cause an applicant to be ineligible for the income-based rental program; and
- (2) Clarifying how the death of a Tribal member tenant may impact non-Tribal member co-tenant in a rent-to-own agreement.

*Submitted by: Krystal L. John, Staff Attorney, Oneida Law Office*

#### *Analysis by the Legislative Reference Office*

This Law was originally adopted by Resolution BC-10-12-16-C. Thereafter, emergency amendments were adopted to include OHA’s rent-to-own program within the Law’s definition of rental agreement. The emergency amendments were necessary because as written the Law applied to rental agreements that are defined as, “a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose for one (1) year or less.” The rental agreements in the Law were limited to one (1) year terms to fortify the policy requiring annual renewals of rental agreements and to avoid month-to-month tenancies.

After the adoption of the Law it was discovered that Oneida Housing Authority’s (OHA’s) rent-to-own program does not fall into the definition of rental agreements provided in the Law because the rental agreement for the rent-to-own program generally has a longer term, generally fifteen (15) years, with conveyance of the home at the satisfaction of the rental agreement.

The emergency amendment to the Law maintains the policies the Law sets forth while including OHA’s rent-to-own program by revising the definition of “rental agreement” to state, “a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose for one (1) year or less, provided that the term may be longer than one (1) year in circumstances where the contract is on a rent to own basis.” These amendments adopt the emergency amendments on a permanent basis as required by the Legislative Procedures Act.

In addition to adopting the emergency amendments on a permanent basis, these Amendments also:

- (1) Add a limitation as to what rental related debts and prior evictions may be considered by the landlord when considering applicants so that only utility debts of \$200 or more and only eviction from the Nation may cause an applicant to be ineligible for the income-based rental program; and
- (2) Clarify how the death of a Tribal member tenant may impact non-Tribal member co-tenant in a rent-to-own agreement.

The limitation as to what may be considered as part of applicant eligibility was added at the direction of resolution BC-03-27-17-C entitled *Repeal of Resolution BC-12-23-09-A, Oneida Housing Authority Admissions and Occupancy Policy*. In that policy, the Oneida Business Committee repealed an existing resolution which prohibited any prior evictions or rent and utility related debts from being considered as part of eligibility for applicants to the low-income rental program and required that minimum limitation be included in the law to safeguard future tenants from any revisions that may be proposed in future rules. Specifically, the resolution stated:

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the Legislative Operating Committee is hereby directed to amend the Landlord-Tenant law to include the following restrictions on the rules governing the income-based rental program:

1. The rules may not contain eligibility requirements that consider debt owed or evictions from entities other than the Comprehensive Housing Division; and
2. The rules may contain eligibility requirements that consider debt owed to utility providers, but may not deny eligibility for any past due debt owed to a utility provider with a balance of less than two hundred dollars (\$200).

Accordingly, the limitation as to eligibility requirements included in these Amendments is required action and satisfies the LOC's responsibility pursuant to resolution BC-03-27-17-C.

Lastly, the revision to clarify how the death of a Tribal member tenant may impact a non-Tribal member co-tenant in a rent-to-own agreement was required to place the rent-to-own tenants on equal footing with the regular rental program tenants. The Amendments add to the Law OHA's current practice of paying out any accrued equity in the event of the termination of a rent-to-own agreement.

A public meeting was held for these amendments on June 5, 2017 for which the comment period expired on June 12, 2017 in accordance with the Legislative Procedures Act.

### ***Conclusion***

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



## Landlord-Tenant Amendments Legislative Analysis

### SECTION 1. BACKGROUND

REQUESTER: Krystal L. John	SPONSOR: David P. Jordan	DRAFTER: Krystal L. John	ANALYST: Maureen Perkins
<b>Intent of Proposed Amendments</b>	The current amendments are proposed by the Oneida Law Office in consultation with the Oneida Housing Authority in order to ensure the Rent to Own rental agreements are covered by the law. Additionally minimum eligibility requirements were added under the proposed amendments as directed by Oneida Business Committee Resolution 3-22-17-C.		
<b>Purpose of the Law</b>	To provide mechanisms for protecting the rights of the landlords and tenants within the reservation <i>[see 611.1-1]</i> .		
<b>Affected Entities</b>	Comprehensive Housing Division (Oneida Housing Authority, Division of Land Management and Elder Services), Land Commission, Oneida Tribal members, their spouses and occupants who rent and occupy premises under this law.		
<b>Affected Legislation</b>	Eviction and Termination, Administrative Rulemaking, Building Code, Zoning and Shoreline Protection Ordinance, Pardon and Forgiveness, and Real Property		
<b>Enforcement/Due Process</b>	The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions taken pursuant to this law and/or a rental agreement <i>[see 611.10-1]</i> .		
<b>Public Meeting</b>	A public meeting was held 6/5/17.		

### 1 SECTION 2. LEGISLATIVE DEVELOPMENT

- 2 A. The current amendments permanently adopt the emergency amendments adopted by resolution 1-25-  
3 17-C to clarify the current law to specifically allow rent-to-own rental agreements to last longer than  
4 one year *[see 611.3-1(e)]*.  
5 B. Additional amendments were included as detailed below.  
6

### 7 SECTION 3. CONSULTATION

- 8 A. The Oneida Housing Authority and the Oneida Law Office recognized that the current law does not  
9 cover the rent-to-own programs because these are rental agreements that last longer than one year.  
10 B. The OBC has decided that it is in the best interest of Oneida families to ensure that any current or  
11 future rules developed to govern the income based rental program do not consider debt owed or  
12 evictions from entities other than the Comprehensive Housing Division or past due utility accounts of  
13 less than \$200 as part of the selection criteria. This is a policy decision of the OBC.  
14 C. These changes do not require additional research.  
15

### 16 SECTION 4. PROCESS

- 17 A. This amendment to the law permanently adopts the emergency amendment adopted by resolution 1-  
18 25-17-C. This is the correct legislative process.  
19 B. This Law has followed the process set forth in the Legislative Procedures Act (LPA) except that the  
20 public meeting was not properly noticed to all managers or directors. The LPA requires the public  
21 meeting notice, legislation, legislative analysis and fiscal impact statement, if fiscal impact statement

- 22 is available, to be electronically provided to all managers or directors [*See Legislative Procedures*  
23 *Act, 1 O.C. 109.8-2 (b)*]. The notice and backup documents were never provided electronically to all  
24 managers or directors; however, the public meeting was properly noticed in the Kalihwisaks and was  
25 made public on the Oneida Register as required by the LPA [*See Legislative Procedures Act, 1 O.C.*  
26 *8-2 (a & b)*].
- 27 C. The emergency amendments were added to the Active Files List on December 21, 2016, were adopted  
28 by resolution 1-25-17-C and expire August 9, 2017.
- 29 D. The current amendments permanently adopt the emergency amendments and include the additional  
30 provision related to the minimum eligibility requirements [*see 611.4-2(f)(1) and (2)*], prior evictions  
31 and debt owed from outside the Nation are not considered other than past due utility bills in excess of  
32 \$200 [*see 611.4-2 (f) (1) and (2)*] and provisions related to non-Tribal member tenants that no longer  
33 qualify for the rental agreement upon the death of the qualifying Tribal member tenant agreement  
34 [*see 611.9-4(b)*]. A public meeting was held 6/5/17.

35

## 36 SECTION 5. CONTENTS OF THE PROPOSED AMENDMENTS

- 37 A. The term for “rental agreements” is restricted to one year or less in the adopted Landlord-Tenant law.  
38 This definition excludes rent-to-own contracts which are longer than one (1) year. The amendment  
39 ensures rent to own contracts are covered by the definition of rental agreements by expanding the  
40 definition to include rent to own contracts which are for terms longer than one year [*see 611.3-1(e)*].
- 41 B. A definition for Tribal member was added to the law [*see 611.3-1(i)*].
- 42 C. Minimum rental eligibility requirements were added relating to rules developed for the low income  
43 rental program which prohibits considering debt owed to or evictions from entities other than the  
44 Comprehensive Housing Division but allows consideration of past due debt owed to utility providers  
45 over two hundred dollars (\$200) [*see 611.4-2 (f) (1) and (2)*].
- 46 D. If a deceased tenant is a Tribal member whose death places a non-Tribal member tenant ineligible for  
47 the rental agreement, the non-Tribal member tenant may remain in the premises:
- 48 • If a standard rental agreement, any extension beyond the original term of agreement requires  
49 an amendment or limited term rental agreement which covers the term of the extension [*see*  
50 *611.9-4(a)*].
  - 51 • If the rental agreement was on a rent-to-own basis, a maximum of one year from the date of  
52 the Tribal member’s death. In this case, the rent-to-own agreement will be terminated upon  
53 the tenant’s ineligibility to remain in the rent-to-own agreement and a new rental agreement,  
54 which may be a limited term rental agreement, will be executed. The landlord will pay the  
55 remaining co-tenant all equity the tenants have accrued according to the rental agreement [*see*  
56 *611.9-4(b)*].

57

## 58 SECTION 6. EFFECTS ON EXISTING RIGHTS, PRIVILEGES, OR 59 OBLIGATIONS

- 60 A. The proposed amendments will permanently ensure the Landlord-Tenant law covers existing rent to  
61 own contracts and future rent to own contracts and ensures Tribal members who enter into these  
62 contracts have the same due process and other rights as all other rental agreements under the Landlord-  
63 Tenant law.

64 **B.** The amendments ensure that prior evictions and debt from outside the Nation are not considered other  
65 than past due debt owed to a utility provider over two hundred dollars (\$200).

66 **C.** The amendments ensure that non-Tribal member co-tenants in rent-to-own rental agreements are paid  
67 the equity that has accumulated in the property due to the fact that they are no longer eligible to remain  
68 in the rental agreement. Additionally,  
69

70 **SECTION 7. OTHER CONSIDERATIONS**

71 **A.** The Landlord-Tenant law was adopted on October 12, 2016 and became effective on February 9,  
72 2017. The emergency amendments to the Landlord-Tenant law were adopted on January 25, 2017,  
73 became effective February 9, 2017 and expire August 9, 2017. The current proposed amendments  
74 permanently adopt these emergency amendments and add the provisions related to debt owed,  
75 evictions and rental agreements related to non-Tribal member co-tenants who are no longer eligible  
76 for the rental agreement when the eligible Tribal member tenant dies.  
77  
78  
79

80

**Title 6. Property and Land- Chapter 611****LANDLORD-TENANT****Tsi> Yuhw<tsyaw@ku Aolihw@ke***where it bound to the earth - issues*

6	611.1.	Purpose and Policy	11	611.6.	Rights and Duties of Landlords and Tenants
7	611.2.	Adoption, Amendment, Repeal	12	611.7.	Domestic Abuse Protections
8	611.3.	Definitions	13	611.8.	Sex Offender Registry
9	611.4.	Rental Programs	14	611.9.	Termination of Tenancy at Death of Tenant
10	611.5.	Rental Agreement Documents	15	611.10.	Landlord or Tenant Actions
			16		

**611.1. Purpose and Policy**

611.1-1. *Purpose.* The purpose of this law is to provide mechanisms for protecting the rights of the landlords and tenants of the Nation's rental programs.

611.1-2. *Policy.* It is the Nation's policy to provide a fair process to all landlords and tenants of the Nation's rental programs that preserves the peace, harmony, safety, health, general welfare and the Nation's resources.

**611.2. Adoption, Amendment, Repeal**

611.2-1. This law was adopted by the Oneida Business Committee by resolution BC-10-12-16-C and thereafter amended by resolution \_\_\_\_\_.

611.2-2. This law may be amended or repealed by the Oneida Business Committee and/or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

611.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

611.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

611.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

**611.3. Definitions**

611.3-1. This section shall govern the definitions of words and phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

(a) "Comprehensive Housing Division" means the entity responsible for housing matters specifically related to rental agreements as defined by Oneida Business Committee Resolution.<sup>1</sup>

(b) "Landlord" means the Nation in its capacity to rent real property subject to a rental agreement.

(c) "Nation" means the Oneida Nation.

<sup>1</sup> See BC Resolution 10-12-16-D providing that for purposes of this 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.

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- 48 (d) “Premises” means the property covered by a rental agreement, including not only the  
49 real property and fixtures, but also any personal property furnished by the landlord  
50 pursuant to a rental agreement.
- 51 (e) “Rental Agreement” means a written contract between a landlord and a tenant,  
52 whereby the tenant is granted the right to use or occupy the premises for a residential  
53 purpose for one (1) year or less, provided that the term may be longer than one (1) year in  
54 circumstances where the contract is on a rent-to-own basis.
- 55 (f) “Reservation” means all property within the exterior boundaries of the reservation of  
56 the Oneida Nation, as created pursuant to the 1838 Treaty with the Oneida 7 Stat. 566,  
57 and any lands added thereto pursuant to federal law.
- 58 (g) “Rule” means a set of requirements, including citation fees and penalty schedules,  
59 enacted jointly by the Land Commission and the Comprehensive Housing Division in  
60 accordance with the Administrative Rulemaking law based on authority delegated in this  
61 law in order to implement, interpret and/or enforce this law, provided that where such  
62 requirements relate solely to premises administered pursuant to federal funding, the  
63 Comprehensive Housing Division has sole authority.
- 64 (h) “Tenant” means the person granted the right to use or occupy a premises pursuant to a  
65 rental agreement.
- 66 (i) “Tribal member” means an individual who is an enrolled member of the Nation.
- 67 (j) “Security Deposit” means a payment made to the landlord by the tenant to ensure that  
68 rent will be paid and other responsibilities of the rental agreement performed.

69

#### 70 **611.4. Rental Programs**

71 611.4-1. *Available Rental Programs.* Consistent with available funds, the Comprehensive  
72 Housing Division shall provide residential rental programs for providing housing to the  
73 following types of tenants and the Oneida Land Commission and the Comprehensive Housing  
74 Division shall jointly establish rules naming said programs and providing the specific  
75 requirements and regulations that apply to each program:

- 76 (a) Elder tribal members;  
77 (b) Low-income Oneida tribal members and families; and  
78 (c) Tribal members in general.

79 611.4-2. *Minimum Rental Eligibility Requirements.* In order to be eligible for a rental  
80 agreement, applicants shall meet the following conditions:

- 81 (a) Be eighteen (18) years of age at the time of the application;  
82 (b) Have no felony or drug convictions within the past two (2) years from the date of  
83 application, provided that a pardon or forgiveness received pursuant to the Pardon and  
84 Forgiveness law may provide an exception to this condition;  
85 (c) Meet the local governments’ laws’ requirements regarding residency restrictions for  
86 convicted sex offenders;  
87 (d) Meet the income requirements for entering the rental agreement as determined by the  
88 rental program’s governing rules;  
89 (e) Not hold a residential lease with the Nation; and  
90 (f) Meet any other eligibility requirements set by the rental program’s rules, which may  
91 not be less strict than this law, but may be stricter than this law, provided that rules  
92 developed for low-income Tribal members and families:

- 93 (1) May not contain eligibility requirements that consider debt owed or evictions

94 from entities other than the Comprehensive Housing Division; but  
95 (2) May contain eligibility requirements that consider debt owed to utility  
96 providers, provided that eligibility may not be denied for any debt owed to a  
97 utility provider with a past due balance of less than two hundred dollars (\$200).

98 611.4-3. *Tenant Selection.* The Land Commission and the Comprehensive Housing Division  
99 shall jointly develop rules governing the selection of applicants for the issuance of rental  
100 agreements.

101  
102 **611.5. Rental Agreement Documents**

103 611.5-1. *Severability of Rental Agreement Provisions.* The provisions of a rental agreement  
104 are severable. If any provision of a rental agreement is void or unenforceable by reason of any  
105 law, rule, regulation, or judicial order, the invalidity or unenforceability of that provision does  
106 not affect other provisions of the rental agreement that can be given effect without the invalid or  
107 unenforceable provision.

108 611.5-2. *Requirements of Rental Agreements and Terminations.* A rental agreement or  
109 termination of a rental agreement is not enforceable unless it meets the requirements of this law  
110 and is in writing.

111 (a) All rental agreements shall:

112 (1) Set forth the amount of rent or other consideration provided in exchange for  
113 the ability to use/occupy the premises;

114 (2) Set forth the required amount of security deposit and require payment of the  
115 security deposit prior to the tenant(s) taking use/occupancy of the premises;

116 (3) Set the time of commencement and expiration of the rental agreement;

117 (4) Provide a reasonably definite description of the premises;

118 (5) State that nothing in the agreement may be considered a waiver of the  
119 Nation's sovereign immunity, provided that tenants may seek enforcement of a  
120 rental agreement or dispute an action taken pursuant to a rental agreement with  
121 the Oneida Judiciary; and

122 (6) Be signed by both the landlord and the tenant(s) prior to the tenant(s) taking  
123 use/occupancy of the premises;

124 (A) The rental agreement is not required to be signed by all adults  
125 using/occupying the premises, provided that the rights and responsibilities  
126 contained in the rental agreement do not extend to persons that are not  
127 named as tenants in the rental agreement.

128 (B) Unless legally separated, if a tenant(s) is married, the landlord shall  
129 require that each spouse sign the rental agreement.

130 (b) Any provision of a rental agreement that does any of the following is void and  
131 unenforceable.

132 (1) Allows a landlord to do or threaten to do any of the following because a tenant  
133 has contacted an entity for law enforcement services, health services or safety  
134 services:

135 (A) Increase rent;

136 (B) Decrease services;

137 (C) Bring an action for eviction pursuant to the Eviction and Termination  
138 law; and/or

139 (D) Refuse to renew a rental agreement.

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- 140 (2) Except as otherwise provided in this law in regards to domestic abuse,  
141 authorizes the eviction or exclusion of a tenant from the premises other than  
142 through the process described in the Eviction and Termination law.  
143 (3) Requires the tenant to pay attorney's fees or costs incurred by the landlord in  
144 any legal action or dispute arising under the rental agreement except as supported  
145 by a court order.  
146 (4) States that the landlord is not liable for property damage or personal injury  
147 caused by negligent acts or omissions of the landlord. This subsection does not  
148 affect ordinary maintenance obligations of a tenant under 611.6-3(b) or assumed  
149 by a tenant under a rental agreement or other written agreement between the  
150 landlord and the tenant.  
151 (5) Imposes liability on the tenant for any of the following:  
152 (A) Personal injury arising from causes clearly beyond the tenant's control.  
153 (B) Property damage caused by natural disasters or by persons other than  
154 the tenant or the tenant's guests or invitees. This subsection does not  
155 affect ordinary maintenance obligations of a tenant under 611.6-3(b) or  
156 assumed by a tenant under a rental agreement or other written agreement  
157 between the landlord and the tenant.  
158 (6) Waives any obligation on the part of the landlord to deliver the premises in a  
159 fit and habitable condition or to maintain the premises during the tenant's  
160 tenancy.  
161 (7) Allows for periodic tenancy, which for the purposes of this section means  
162 when a tenant uses/occupies a premises without an effective and valid rental  
163 agreement by paying rent on a periodic basis including, but not limited to, day-to-  
164 day, week-to-week and month-to-month.

165 611.5-3. *Assignment of Rental Agreements Not Permitted.* Assignments of rental agreements  
166 are not permitted under any circumstances.  
167

## 168 **611.6. Rights and Duties of Landlords and Tenants**

169 611.6-1. This section governs the rights and duties of the landlord and tenant in the absence of  
170 any inconsistent provision found in a valid rental agreement.

171 611.6-2. *Disposition of Personal Property Left by the Tenant.* If the tenant moves from or is  
172 evicted from the premises and leaves personal property, the landlord may presume that the tenant  
173 has abandoned the personal property and may dispose of said property in any manner that the  
174 landlord, in his or her sole discretion, determines is appropriate, provided that:

175 (a) The landlord shall hold personal property for a minimum of five (5) business days  
176 and the tenant may retrieve said personal property by contacting the landlord.

177 (b) The landlord shall keep a written log of the date and the work time that the Nation's  
178 staff expends storing and/or removing personal property and/or removing/disposing of  
179 debris left at the property after the expiration of the timeframe provided in the order to  
180 vacate.

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

183 611.6-3. *Repairs; Untenability.* This section applies to all leases if there is no contrary  
184 provision in writing signed by both parties.

185 (a) *Duties of the Landlord.*

- 186 (1) Except for repairs made necessary by the negligence of, or improper use of the  
187 premises by the tenant, the landlord has a duty to do all of the following:  
188 (A) Keep in a reasonable state of repair portions of the premises over  
189 which the landlord maintains control.  
190 (B) Keep in a reasonable state of repair all equipment under the landlord's  
191 control necessary to supply services that the landlord has expressly or  
192 impliedly agreed to furnish to the tenant, such as heat, water, elevator, or  
193 air conditioning.  
194 (C) Make all necessary structural repairs.  
195 (D) Except as provided in section 611.6-3(b)(2), repair or replace any  
196 plumbing, electrical wiring, machinery, or equipment furnished with the  
197 premises and no longer in reasonable working condition.  
198 (E) Comply with any laws or rules of the Nation that are applicable to the  
199 premises.
- 200 (2) If the premises are part of a building where other parts are occupied by one (1)  
201 or more other tenants, negligence or improper use by one (1) tenant does not  
202 relieve the landlord from the landlord's duty to make repairs as provided in 611.6-  
203 3(a)(1), provided that the landlord may require the responsible tenant to pay for  
204 such repairs.
- 205 (3) A landlord shall disclose to a prospective tenant, before entering into a rental  
206 agreement with or accepting any earnest money or security deposit from the  
207 prospective tenant, any violation of either the Building Code of the Oneida Nation  
208 or the Zoning and Shoreland Protection Ordinance if all of the following apply:  
209 (A) The landlord has actual knowledge of the violation;  
210 (B) The violation affects the dwelling unit that is the subject of the  
211 prospective rental agreement or a common area of the premises;  
212 (C) The violation presents a significant threat to the prospective tenant's  
213 health or safety; and  
214 (D) The violation has not yet been corrected but the landlord shall correct  
215 the violation prior to the tenant taking occupancy of the premises.
- 216 (4) If the premises are damaged by fire, water or other casualty, not the result of  
217 the negligence or intentional act of the landlord, this subsection is inapplicable  
218 and either section 611.6-3(b) or (c) governs.
- 219 (5) The landlord is responsible for all required pest control to keep the premises  
220 in a safe and healthy condition, provided that where an infestation has occurred  
221 due to the acts or inaction of the tenant the pest control costs may be assessed  
222 against the tenant.
- 223 (b) *Duties of the Tenant.*
- 224 (1) If the premises are damaged, including by an infestation of insects or other  
225 pests, due to the acts or inaction of the tenant, the landlord may elect to allow the  
226 tenant to remediate or repair the damage and restore the appearance of the  
227 premises by redecorating. However, the landlord may elect to undertake the  
228 remediation, repair, or redecoration, and in such case the tenant shall reimburse  
229 the landlord for the reasonable cost thereof; the cost to the landlord is presumed  
230 reasonable unless proven otherwise by the tenant.

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- 231 (2) The tenant shall keep plumbing, electrical wiring, machinery and equipment  
232 furnished with the premises in reasonable working order.  
233 (3) Tenants shall comply with all laws and rules of the Nation.
- 234 (c) *Untenability.* If the premises become untenable because of damage by fire, water or  
235 other casualty or because of any condition hazardous to health, or if there is a substantial  
236 violation of section 611.6-3(a) materially affecting the health or safety of the tenant, the  
237 tenant may move from the premises unless the landlord promptly repairs, rebuilds or  
238 eliminates the health hazard or the substantial violation of 611.6-3(a) materially affecting  
239 the health or safety of the tenant.
- 240 (1) The tenant may also move and terminate the rental agreement if the  
241 inconvenience to the tenant by reason of the nature and period of repair,  
242 rebuilding or elimination would impose undue hardship on the tenant.
- 243 (2) If the tenant remains in possession, the landlord shall decrease rent for each  
244 month to the extent the tenant is deprived of the full normal use of the premises.  
245 The Land Commission and the Comprehensive Housing Division shall jointly  
246 develop rules governing how and when rent is decreased pursuant to this section.  
247 This subsection does not authorize rent to be withheld in full, if the tenant remains  
248 in possession.
- 249 (3) If the tenant justifiably moves out under this subsection, the tenant is not  
250 liable for rent after the premises become untenable and the landlord shall repay  
251 any rent paid in advance apportioned to the period after the premises become  
252 untenable. This subsection is inapplicable if the damage or condition is caused by  
253 negligence or improper use by the tenant.
- 254 (d) *Check-in sheet.* Landlords shall provide all new tenants with a check-in sheet when  
255 the tenant commences his or her occupancy of the premises that the tenant may use to  
256 make comments, if any, about the condition of the premises. The landlord shall provide  
257 the tenant with seven (7) days from the date the tenant commences his or her occupancy  
258 to complete the check-in sheet and return it to the landlord. The landlord is not required  
259 to provide the check-in sheet to a tenant upon renewal of a rental agreement.
- 260 (e) *Notice to Enter Required.* The landlord shall provide twenty-four (24) hour written  
261 notice prior to entering the tenant's premises where notice is required to either be  
262 personally served to the tenant or posted on the premises. A landlord is exempt from this  
263 notice requirement in the case of an emergency welfare check. The basis of a welfare  
264 check may include, but is not limited to the following:
- 265 (1) The landlord believes the tenant's or a child's wellbeing may be in jeopardy  
266 based on reports of child abuse or neglect, medical concerns, suspicious activity  
267 or other reported information;
- 268 (2) The landlord suspects the tenant has abandoned the premises; and/or  
269 (3) The landlord receives notice that the premise's utilities have been  
270 disconnected.
- 271 (f) *Acts of tenant not to affect rights of landlord.* No act of a tenant in acknowledging as  
272 landlord a person other than the tenant's original landlord can prejudice the right of the  
273 original landlord to possession of the premises.
- 274 (g) *Annual Inspection Required.* In the event the tenant renews the rental agreement for  
275 additional terms, the landlord shall, at a minimum, inspect the premises once annually.  
276

277 **611.7. Domestic Abuse Protections**

278 611.7-1. If a tenant notices the landlord of domestic abuse with of any of the following  
279 documentation, regardless of marital status, the landlord shall change the locks to the premises  
280 and, if the tenant is unmarried, allow the tenant to modify the rental agreement to remove the  
281 domestic abuser:

- 282 (a) An injunction order under Wis. Stat. 813.12(4) protecting the tenant from a co-tenant;  
283 (b) An injunction order under Wis. Stat. 813.122 protecting a child of the tenant from a  
284 co-tenant;  
285 (c) An injunction order under Wis. Stat. 813.125(4) protecting the tenant or child of the  
286 tenant from a co-tenant, based on the co-tenant's engaging in an act that would constitute  
287 sexual assault under Wis. Stat. 940.225, 948.02 or 948.025, or stalking under Wis. Stat.  
288 940.32, or attempting or threatening to do the same;  
289 (d) A condition of release under Wis. Ch. 969 ordering the co-tenant not to contact the  
290 tenant;  
291 (e) A criminal complaint alleging that the co-tenant sexually assaulted the tenant or a  
292 child of the tenant under Wis. Stat. 940.225, 948.02 or 948.025;  
293 (f) A criminal complaint alleging that the co-tenant stalked the tenant or a child of the  
294 tenant under Wis. Stat. 940.32; or  
295 (g) A criminal complaint that was filed against the co-tenant as a result of the co-tenant  
296 being arrested for committing a domestic abuse offense against the tenant under Wis.  
297 Stat. 968.075.

298 611.7-2. If a tenant is no longer eligible to maintain the rental agreement upon removing a co-  
299 tenant domestic abuser from the rental agreement, the landlord shall permit the tenant to remain  
300 on the premises for the longer of either the duration of the rental agreement or ninety (90) days  
301 from the date the rental agreement is modified. If the latter applies, in addition to removing the  
302 co-tenant that is the domestic abuser, the landlord shall also revise the rental agreement to extend  
303 its duration.

304 611.7-3. The Eviction and Termination law provides tenants that are victims of domestic abuse  
305 with a defense to eviction should the abusers actions be the cause for eviction.  
306

307 **611.8. Sex Offender Registry**

308 611.8-1. Should a tenant request information about whether any other tenants are required to  
309 register as a sex offender, the landlord shall provide the tenant with written notice that he or she  
310 may obtain information about the sex offender registry and persons registered within the registry  
311 by contacting the department of corrections. The landlord shall include in such notice the  
312 appropriate telephone number and internet site of the department of corrections.  
313

314 **611.9. Termination of Tenancy at Death of Tenant**

315 611.9-1. If a tenant dies, his or her tenancy is terminated on the earlier of the following:

- 316 (a) Sixty (60) days after the landlord receives notice, is advised, or otherwise becomes  
317 aware of the tenant's death;  
318 (b) The expiration of the term of the rental agreement.

319 611.9-2. The deceased tenant or his or her estate is not liable for any rent after the termination  
320 of his or her tenancy. A landlord may not contact or communicate with a member of the  
321 deceased tenant's family for the purpose of obtaining from the family member rent for which the  
322 family member has no liability.

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323 611.9-3. Nothing in this section relieves another adult tenant of the deceased tenant's premises  
324 from any obligation under a rental agreement or any other liability to the landlord.

325 611.9-4. If the deceased tenant is a Tribal member whose death renders a co-tenant no longer  
326 eligible for a rental agreement, the non-Tribal member tenant may remain in the premises as  
327 follows:

328 (a) If subject to a standard rental agreement (i.e. not on a rent-to-basis), for the longer of  
329 either the duration of the rental agreement or ninety (90) days from the date of the Tribal  
330 member tenant's death. Any extension beyond the original term of the agreement requires  
331 an amendment or limited term rental agreement which covers the term of the extension.

332 (b) If the rental agreement was on a rent-to-own basis, a maximum of one (1) year from  
333 the date of the Tribal member tenant's death. In such circumstances the rent-to-own  
334 agreement shall be terminated upon the tenant's ineligibility to remain in the rent-to-own  
335 program and a new rental agreement, which may be for a limited term, shall be executed.  
336 Where a landlord is so terminating a rental agreement entered on a rent-to-own basis, the  
337 landlord shall pay the remaining co-tenant all equity the tenants may have accrued in  
338 accordance with the rental agreement.

339

340 **611.10. Landlord or Tenant Actions**

341 611.10-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding  
342 actions taken pursuant to this law and/or a rental agreement.

343 611.10-2. No administrative hearing body, including a board, committee or commission, is  
344 authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental  
345 agreement.

346 611.10-3. The landlord is the Comprehensive Housing Division in regards to taking actions  
347 authorized under this law and complaints filed with the Oneida Judiciary shall name the  
348 Comprehensive Housing Division and the specific program.

349

350 *End.*

351

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352 Adopted – BC-10-12-16-C  
353 Emergency Amended – BC-01-25-17-C

**Title 67. Property and Land - Chapter 611****LANDLORD-TENANT****Tsi> Yuhw<tsyaw@ku Aolihw@ke***where it bound to the earth - issues*

6	611.1.	Purpose and Policy	11	611.6.	Rights and Duties of Landlords and Tenants
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**611.1. Purpose and Policy**

611.1-1. *Purpose.* The purpose of this law is to provide mechanisms for protecting the rights of the landlords and tenants of the Nation's rental programs.

611.1-2. *Policy.* It is the Nation's policy to provide a fair process to all landlords and tenants of the Nation's rental programs that preserves the peace, harmony, safety, health, general welfare and the Nation's resources.

**611.2. Adoption, Amendment, Repeal**

611.2-1. This law was adopted by the Oneida Business Committee by resolution BC-10-12-16-C and thereafter amended by resolution.

611.2-2. This law may be amended or repealed by the Oneida Business Committee and/or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

611.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

611.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

611.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

**611.3. Definitions**

611.3-1. This section shall govern the definitions of words and phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

(a) "Comprehensive Housing Division" means the entity responsible for housing matters specifically related to rental agreements as defined by Oneida Business Committee Resolution.<sup>1</sup>

(b) "Landlord" means the Nation in its capacity to rent real property subject to a rental agreement.

(c) "Nation" means the Oneida Nation.

<sup>1</sup> See BC Resolution 10-12-16-D providing that for purposes of this 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.

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- 48 (d) “Premises” means the property covered by a rental agreement, including not only the  
49 real property and fixtures, but also any personal property furnished by the landlord  
50 pursuant to a rental agreement.
- 51 (e) “Rental Agreement” means a written contract between a landlord and a tenant,  
52 whereby the tenant is granted the right to use or occupy the premises for a residential  
53 purpose for one (1) year or less, provided that the term may be longer than one (1) year in  
54 circumstances where the contract is on a rent-to-own basis.
- 55 (f) “Reservation” means all property within the exterior boundaries of the reservation of  
56 the Oneida Nation, as created pursuant to the 1838 Treaty with the Oneida 7 Stat. 566,  
57 and any lands added thereto pursuant to federal law.
- 58 (g) “Rule” means a set of requirements, including citation fees and penalty schedules,  
59 enacted jointly by the Land Commission and the Comprehensive Housing Division in  
60 accordance with the Administrative Rulemaking law based on authority delegated in this  
61 law in order to implement, interpret and/or enforce this law, provided that where such  
62 requirements relate solely to premises administered pursuant to federal funding, the  
63 Comprehensive Housing Division has sole authority.
- 64 (h) “Tenant” means the person granted the right to use or occupy a premises pursuant to a  
65 rental agreement.
- 66 ~~(i)~~ “(i) “Tribal member” means an individual who is an enrolled member of the Nation.
- 67 (j) “Security Deposit” means a payment made to the landlord by the tenant to ensure that  
68 rent will be paid and other responsibilities of the rental agreement performed.

#### 70 **611.4. Rental Programs**

71 611.4-1. *Available Rental Programs.* Consistent with available funds, the Comprehensive  
72 Housing Division shall provide residential rental programs for providing housing to the  
73 following types of tenants and the Oneida Land Commission and the Comprehensive Housing  
74 Division shall jointly establish rules naming said programs and providing the specific  
75 requirements and regulations that apply to each program:

- 76 (a) Elder tribal members;  
77 (b) Low-income Oneida tribal members and families; and  
78 (c) Tribal members in general.

79 611.4-2. *Minimum Rental Eligibility Requirements.* In order to be eligible for a rental  
80 agreement, applicants shall meet the following conditions:

- 81 (a) Be eighteen (18) years of age at the time of the application;  
82 (b) Have no felony or drug convictions within the past two (2) years from the date of  
83 application, provided that a pardon or forgiveness received pursuant to the Pardon and  
84 Forgiveness law may provide an exception to this condition;  
85 (c) Meet the local governments’ laws’ requirements regarding residency restrictions for  
86 convicted sex offenders;  
87 (d) Meet the income requirements for entering the rental agreement as determined by the  
88 rental program’s governing rules;  
89 (e) Not hold a residential lease with the Nation; and  
90 (f) Meet any other eligibility requirements set by the rental program’s rules, which may  
91 not be less strict than this law, but may be stricter than this law-, provided that rules  
92 developed for low-income Tribal members and families:

- 93 (1) May not contain eligibility requirements that consider debt owed or evictions

94 from entities other than the Comprehensive Housing Division; but  
95 (2) May contain eligibility requirements that consider debt owed to utility  
96 providers, provided that eligibility may not be denied for any debt owed to a  
97 utility provider with a past due balance of less than two hundred dollars (\$200).

98 611.4-3. *Tenant Selection.* The Land Commission and the Comprehensive Housing Division  
99 shall jointly develop rules governing the selection of applicants for the issuance of rental  
100 agreements.

### 101 **611.5. Rental Agreement Documents**

102 611.5-1. *Severability of Rental Agreement Provisions.* The provisions of a rental agreement  
103 are severable. If any provision of a rental agreement is void or unenforceable by reason of any  
104 law, rule, regulation, or judicial order, the invalidity or unenforceability of that provision does  
105 not affect other provisions of the rental agreement that can be given effect without the invalid or  
106 unenforceable provision.

107 611.5-2. *Requirements of Rental Agreements and Terminations.* A rental agreement or  
108 termination of a rental agreement is not enforceable unless it meets the requirements of this law  
109 and is in writing.

110 (a) All rental agreements shall:

111 (1) Set forth the amount of rent or other consideration provided in exchange for  
112 the ability to use/occupy the premises;

113 (2) Set forth the required amount of security deposit and require payment of the  
114 security deposit prior to the tenant(s) taking use/occupancy of the premises;

115 (3) Set the time of commencement and expiration of the rental agreement;

116 (4) Provide a reasonably definite description of the premises;

117 (5) State that nothing in the agreement may be considered a waiver of the  
118 Nation's sovereign immunity, provided that tenants may seek enforcement of a  
119 rental agreement or dispute an action taken pursuant to a rental agreement with  
120 the Oneida Judiciary; and

121 (6) Be signed by both the landlord and the tenant(s) prior to the tenant(s) taking  
122 use/occupancy of the premises;

123 (A) The rental agreement is not required to be signed by all adults  
124 using/occupying the premises, provided that the rights and responsibilities  
125 contained in the rental agreement do not extend to persons that are not  
126 named as tenants in the rental agreement.

127 (B) Unless legally separated, if a tenant(s) is married, the landlord shall  
128 require that each spouse sign the rental agreement.

129 (b) Any provision of a rental agreement that does any of the following is void and  
130 unenforceable.

131 (1) Allows a landlord to do or threaten to do any of the following because a tenant  
132 has contacted an entity for law enforcement services, health services or safety  
133 services:

134 (A) Increase rent;

135 (B) Decrease services;

136 (C) Bring an action for eviction pursuant to the Eviction and Termination  
137 law; and/or

138 (D) Refuse to renew a rental agreement.  
139

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- 140 (2) Except as otherwise provided in this law in regards to domestic abuse,  
141 authorizes the eviction or exclusion of a tenant from the premises other than  
142 through the process described in the Eviction and Termination law.  
143 (3) Requires the tenant to pay attorney's fees or costs incurred by the landlord in  
144 any legal action or dispute arising under the rental agreement except as supported  
145 by a court order.  
146 (4) States that the landlord is not liable for property damage or personal injury  
147 caused by negligent acts or omissions of the landlord. This subsection does not  
148 affect ordinary maintenance obligations of a tenant under 611.6-3(b) or assumed  
149 by a tenant under a rental agreement or other written agreement between the  
150 landlord and the tenant.  
151 (5) Imposes liability on the tenant for any of the following:  
152 (A) Personal injury arising from causes clearly beyond the tenant's control.  
153 (B) Property damage caused by natural disasters or by persons other than  
154 the tenant or the tenant's guests or invitees. This subsection does not  
155 affect ordinary maintenance obligations of a tenant under 611.6-3(b) or  
156 assumed by a tenant under a rental agreement or other written agreement  
157 between the landlord and the tenant.  
158 (6) Waives any obligation on the part of the landlord to deliver the premises in a  
159 fit and habitable condition or to maintain the premises during the tenant's  
160 tenancy.  
161 (7) Allows for periodic tenancy, which for the purposes of this section means  
162 when a tenant uses/occupies a premises without an effective and valid rental  
163 agreement by paying rent on a periodic basis including, but not limited to, day-to-  
164 day, week-to-week and month-to-month.

165 611.5-3. *Assignment of Rental Agreements Not Permitted.* Assignments of rental agreements  
166 are not permitted under any circumstances.  
167

### 168 **611.6. Rights and Duties of Landlords and Tenants**

169 611.6-1. This section governs the rights and duties of the landlord and tenant in the absence of  
170 any inconsistent provision found in a valid rental agreement.

171 611.6-2. *Disposition of Personal Property Left by the Tenant.* If the tenant moves from or is  
172 evicted from the premises and leaves personal property, the landlord may presume that the tenant  
173 has abandoned the personal property and may dispose of said property in any manner that the  
174 landlord, in his or her sole discretion, determines is appropriate, provided that:

175 (a) The landlord shall hold personal property for a minimum of five (5) business days  
176 and the tenant may retrieve said personal property by contacting the landlord.

177 (b) The landlord shall keep a written log of the date and the work time that the Nation's  
178 staff expends storing and/or removing personal property and/or removing/disposing of  
179 debris left at the property after the expiration of the timeframe provided in the order to  
180 vacate.

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

183 611.6-3. *Repairs; Untenability.* This section applies to all leases if there is no contrary  
184 provision in writing signed by both parties.

185 (a) *Duties of the Landlord.*

- 186 (1) Except for repairs made necessary by the negligence of, or improper use of the  
187 premises by the tenant, the landlord has a duty to do all of the following:  
188 (A) Keep in a reasonable state of repair portions of the premises over  
189 which the landlord maintains control.  
190 (B) Keep in a reasonable state of repair all equipment under the landlord's  
191 control necessary to supply services that the landlord has expressly or  
192 impliedly agreed to furnish to the tenant, such as heat, water, elevator, or  
193 air conditioning.  
194 (C) Make all necessary structural repairs.  
195 (D) Except as provided in section 611.6-3(b)(2), repair or replace any  
196 plumbing, electrical wiring, machinery, or equipment furnished with the  
197 premises and no longer in reasonable working condition.  
198 (E) Comply with any laws or rules of the Nation that are applicable to the  
199 premises.
- 200 (2) If the premises are part of a building where other parts are occupied by one (1)  
201 or more other tenants, negligence or improper use by one (1) tenant does not  
202 relieve the landlord from the landlord's duty to make repairs as provided in 611.6-  
203 3(a)(1), provided that the landlord may require the responsible tenant to pay for  
204 such repairs.
- 205 (3) A landlord shall disclose to a prospective tenant, before entering into a rental  
206 agreement with or accepting any earnest money or security deposit from the  
207 prospective tenant, any violation of either the Building Code of the Oneida Nation  
208 or the Zoning and Shoreland Protection Ordinance if all of the following apply:  
209 (A) The landlord has actual knowledge of the violation;  
210 (B) The violation affects the dwelling unit that is the subject of the  
211 prospective rental agreement or a common area of the premises;  
212 (C) The violation presents a significant threat to the prospective tenant's  
213 health or safety; and  
214 (D) The violation has not yet been corrected but the landlord shall correct  
215 the violation prior to the tenant taking occupancy of the premises.
- 216 (4) If the premises are damaged by fire, water or other casualty, not the result of  
217 the negligence or intentional act of the landlord, this subsection is inapplicable  
218 and either section 611.6-3(b) or (c) governs.
- 219 (5) The landlord is responsible for all required pest control to keep the premises  
220 in a safe and healthy condition, provided that where an infestation has occurred  
221 due to the acts or inaction of the tenant the pest control costs may be assessed  
222 against the tenant.
- 223 (b) *Duties of the Tenant.*
- 224 (1) If the premises are damaged, including by an infestation of insects or other  
225 pests, due to the acts or inaction of the tenant, the landlord may elect to allow the  
226 tenant to remediate or repair the damage and restore the appearance of the  
227 premises by redecorating. However, the landlord may elect to undertake the  
228 remediation, repair, or redecoration, and in such case the tenant shall reimburse  
229 the landlord for the reasonable cost thereof; the cost to the landlord is presumed  
230 reasonable unless proven otherwise by the tenant.

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- 231 (2) The tenant shall keep plumbing, electrical wiring, machinery and equipment  
232 furnished with the premises in reasonable working order.  
233 (3) Tenants shall comply with all laws and rules of the Nation.
- 234 (c) *Untenability.* If the premises become untenable because of damage by fire, water or  
235 other casualty or because of any condition hazardous to health, or if there is a substantial  
236 violation of section 611.6-3(a) materially affecting the health or safety of the tenant, the  
237 tenant may move from the premises unless the landlord promptly repairs, rebuilds or  
238 eliminates the health hazard or the substantial violation of 611.6-3(a) materially affecting  
239 the health or safety of the tenant.
- 240 (1) The tenant may also move and terminate the rental agreement if the  
241 inconvenience to the tenant by reason of the nature and period of repair,  
242 rebuilding or elimination would impose undue hardship on the tenant.
- 243 (2) If the tenant remains in possession, the landlord shall decrease rent for each  
244 month to the extent the tenant is deprived of the full normal use of the premises.  
245 The Land Commission and the Comprehensive Housing Division shall jointly  
246 develop rules governing how and when rent is decreased pursuant to this section.  
247 This subsection does not authorize rent to be withheld in full, if the tenant remains  
248 in possession.
- 249 (3) If the tenant justifiably moves out under this subsection, the tenant is not  
250 liable for rent after the premises become untenable and the landlord shall repay  
251 any rent paid in advance apportioned to the period after the premises become  
252 untenable. This subsection is inapplicable if the damage or condition is caused by  
253 negligence or improper use by the tenant.
- 254 (d) *Check-in sheet.* Landlords shall provide all new tenants with a check-in sheet when  
255 the tenant commences his or her occupancy of the premises that the tenant may use to  
256 make comments, if any, about the condition of the premises. The landlord shall provide  
257 the tenant with seven (7) days from the date the tenant commences his or her occupancy  
258 to complete the check-in sheet and return it to the landlord. The landlord is not required  
259 to provide the check-in sheet to a tenant upon renewal of a rental agreement.
- 260 (e) *Notice to Enter Required.* The landlord shall provide twenty-four (24) hour written  
261 notice prior to entering the tenant's premises where notice is required to either be  
262 personally served to the tenant or posted on the premises. A landlord is exempt from this  
263 notice requirement in the case of an emergency welfare check. The basis of a welfare  
264 check may include, but is not limited to the following:
- 265 (1) The landlord believes the tenant's or a child's wellbeing may be in jeopardy  
266 based on reports of child abuse or neglect, medical concerns, suspicious activity  
267 or other reported information;
- 268 (2) The landlord suspects the tenant has abandoned the premises; and/or
- 269 (3) The landlord receives notice that the premise's utilities have been  
270 disconnected.
- 271 (f) *Acts of tenant not to affect rights of landlord.* No act of a tenant in acknowledging as  
272 landlord a person other than the tenant's original landlord can prejudice the right of the  
273 original landlord to possession of the premises.
- 274 (g) *Annual Inspection Required.* In the event the tenant renews the rental agreement for  
275 additional terms, the landlord shall, at a minimum, inspect the premises once annually.  
276

277 **611.7. Domestic Abuse Protections**

278 611.7-1. If a tenant notices the landlord of domestic abuse with of any of the following  
279 documentation, regardless of marital status, the landlord shall change the locks to the premises  
280 and, if the tenant is unmarried, allow the tenant to modify the rental agreement to remove the  
281 domestic abuser:

- 282 (a) An injunction order under Wis. Stat. 813.12(4) protecting the tenant from a co-tenant;  
283 (b) An injunction order under Wis. Stat. 813.122 protecting a child of the tenant from a  
284 co-tenant;  
285 (c) An injunction order under Wis. Stat. 813.125(4) protecting the tenant or child of the  
286 tenant from a co-tenant, based on the co-tenant's engaging in an act that would constitute  
287 sexual assault under Wis. Stat. 940.225, 948.02 or 948.025, or stalking under Wis. Stat.  
288 940.32, or attempting or threatening to do the same;  
289 (d) A condition of release under Wis. Ch. 969 ordering the co-tenant not to contact the  
290 tenant;  
291 (e) A criminal complaint alleging that the co-tenant sexually assaulted the tenant or a  
292 child of the tenant under Wis. Stat. 940.225, 948.02 or 948.025;  
293 (f) A criminal complaint alleging that the co-tenant stalked the tenant or a child of the  
294 tenant under Wis. Stat. 940.32; or  
295 (g) A criminal complaint that was filed against the co-tenant as a result of the co-tenant  
296 being arrested for committing a domestic abuse offense against the tenant under Wis.  
297 Stat. 968.075.

298 611.7-2. If a tenant is no longer eligible to maintain the rental agreement upon removing a co-  
299 tenant domestic abuser from the rental agreement, the landlord shall permit the tenant to remain  
300 on the premises for the longer of either the duration of the rental agreement or ninety (90) days  
301 from the date the rental agreement is modified. If the latter applies, in addition to removing the  
302 co-tenant that is the domestic abuser, the landlord shall also revise the rental agreement to extend  
303 its duration.

304 611.7-3. The Eviction and Termination law provides tenants that are victims of domestic abuse  
305 with a defense to eviction should the abusers actions be the cause for eviction.  
306

307 **611.8. Sex Offender Registry**

308 611.8-1. Should a tenant request information about whether any other tenants are required to  
309 register as a sex offender, the landlord shall provide the tenant with written notice that he or she  
310 may obtain information about the sex offender registry and persons registered within the registry  
311 by contacting the department of corrections. The landlord shall include in such notice the  
312 appropriate telephone number and internet site of the department of corrections.  
313

314 **611.9. Termination of Tenancy at Death of Tenant**

315 611.9-1. If a tenant dies, his or her tenancy is terminated on the earlier of the following:

- 316 (a) Sixty (60) days after the landlord receives notice, is advised, or otherwise becomes  
317 aware of the tenant's death;  
318 (b) The expiration of the term of the rental agreement.

319 611.9-2. The deceased tenant or his or her estate is not liable for any rent after the termination  
320 of his or her tenancy. A landlord may not contact or communicate with a member of the  
321 deceased tenant's family for the purpose of obtaining from the family member rent for which the  
322 family member has no liability.

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323 611.9-3. Nothing in this section relieves another adult tenant of the deceased tenant's premises  
324 from any obligation under a rental agreement or any other liability to the landlord.

325 611.9-4. If the deceased tenant is a Tribal member whose death renders a co-tenant no longer  
326 eligible for a rental agreement, the non-Tribal member tenant may remain in the premises ~~for the~~  
327 ~~longer of either the duration of the rental agreement or ninety (90) days from the date of the~~  
328 ~~Tribal member tenant's death. If the latter applies, the landlord shall revise the rental agreement~~  
329 ~~to extend its duration~~ as follows:

330  
331 (a) If subject to a standard rental agreement (i.e. not on a rent-to-basis), for the longer of  
332 either the duration of the rental agreement or ninety (90) days from the date of the Tribal  
333 member tenant's death. Any extension beyond the original term of the agreement requires  
334 an amendment or limited term rental agreement which covers the term of the extension.

335 (b) If the rental agreement was on a rent-to-own basis, a maximum of one (1) year from  
336 the date of the Tribal member tenant's death. In such circumstances the rent-to-own  
337 agreement shall be terminated upon the tenant's ineligibility to remain in the rent-to-own  
338 program and a new rental agreement, which may be for a limited term, shall be executed.  
339 Where a landlord is so terminating a rental agreement entered on a rent-to-own basis, the  
340 landlord shall pay the remaining co-tenant all equity the tenants may have accrued in  
341 accordance with the rental agreement.

342  
343 **611.10. Landlord or Tenant Actions**

344 611.10-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding  
345 actions taken pursuant to this law and/or a rental agreement.

346 611.10-2. No administrative hearing body, including a board, committee or commission, is  
347 authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental  
348 agreement.

349 611.10-3. The landlord is the Comprehensive Housing Division in regards to taking actions  
350 authorized under this law and complaints filed with the Oneida Judiciary shall name the  
351 Comprehensive Housing Division and the specific program.

352  
353 *End.*

354  
355 

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Adopted – BC-10-12-16-C  
356 Emergency Amended – BC-01-25-17-C

FINANCE ADMINISTRATION  
Fiscal Impact Statement



## MEMORANDUM

DATE: June 20, 2017

FROM: Rae Skenandore, Financial Management Analyst

TO: Larry Barton, Chief Financial Officer  
RaLinda Ninham-Lamberies, Assistant Chief Financial Officer

RE: **Financial Impact of the Landlord Tenant Amendments**

### I. Estimated Fiscal Impact Summary

<b>Law:</b> Landlord Tenant Amendments		Draft 1
<b>Implementing Agency</b>	Oneida Housing Authority Division of Land Management Elder Services Land Commission	
<b>Estimated time to comply</b>	10 days from adoption	
<b>Estimated Impact</b>	<b>Current Fiscal Year</b>	<b>10 Year Estimate</b>
<b>Total Estimated Fiscal Impact</b>	<b>\$0</b>	<b>\$0</b>

### II. Background

#### A. Legislative History

This law was adopted by the Oneida Business Committee by resolution BC-10-12-16-C. Emergency Amendments to the Law were approved by BC-1-25-17-C.

#### B. Summary of Content

1. Permanently adopt an emergency amendment to the Landlord-Tenant Law. The emergency amendment resolution included the following:
  - a) the Law applied to rental agreements defined as, “a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose for one (1) year or less;”

b) the Oneida Housing Authority's rent-to-own program did not fall into the Law's definition of rental agreements because the rental agreement for the rent-to-own program generally has a fifteen (15) year term with conveyance of the home at the satisfaction of the rental agreement;

c) the rental agreements in the Law were limited to one (1) year terms to fortify the policy requiring annual renewals of rental agreements and to avoid month-to-month tenancies;

d) the emergency amendment to the Law maintained the Law's policies while including the Oneida Housing Authority's rent-to-own program by revising the definition of "rental agreement" to state, "a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose for one (1) year or less, provided that the term may be longer than one (1) year in circumstances where the contract is on a rent to own basis;"

2. Include additional eligibility requirements set by the rental program's rules, which may not be less strict than this law, but may be stricter than this Law, provided that rules developed for low-income Tribal members and families:

a) May not contain eligibility requirements that consider debt owed or evictions from entities other than the Comprehensive Housing Division;

b) May contain eligibility requirements that consider debt owed to utility providers, provided that eligibility may not be denied for any debt owed to a utility provider with a past due balance of less than two hundred dollars (\$200).

**C. Methodology and Assumptions**

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

2. Finance does NOT identify the source of funding for the estimated cost or allocate any funds to the legislation.

3. The analysis was completed based on the information provided as of the date of this memo.

**II. Agency**

There are no startup, personnel, office, or documentation costs associated with this legislation. The amendments will become effective 10 days from adoption.

**III. Financial Impact**

No impact.

**IV. Recommendation**

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

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Adoption Resolution: Conflict of Interest (Law) Amendments

3. Supporting Materials

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Jennifer Falck, Director, Legislative Reference Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Candice E. Skenandore, Legislative Analyst, Legislative Reference Office  
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   
DATE: June 28, 2017  
RE: Conflict of Interest Amendments

---

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

1. Resolution: Conflict of Interest (Law) Amendments
2. Statement of Effect: Conflict of Interest (Law) Amendments
3. Conflict of Interest (Law) Amendments Legislative Analysis
4. Conflict of Interest (Law) Amendments Clean Draft
5. Conflict of Interest (Law) Amendments Redline to Current Draft
6. Conflict of Interest (Law) Amendments Fiscal Impact Statement

#### *Overview*

This resolution adopts permanent amendments to the Conflict of Interest law which:

- Permanently adopt the emergency amendment regarding organizational conflict of interest by establishing measures and processes to mitigate the potential for organizational conflicts of interest when any of the Nation's businesses compete to contract with the Nation [see 217.5-1 and 217.5-1];
- Add a definition for the term "contractor" [see 217.2(c)] ;
- Add a definition for the term "organizational conflict of interest" [see 217.3-1(k)] ;
- Add a section regarding employees who contract with the Nation as independent contractors [see 217.5-4].

In accordance with the Legislative Procedures Act, a public meeting was held regarding this law on June 5, 2017 with a comment period closing on June 12, 2017. There were no comments provided. This Law will become effective ten business days after the date of adoption of the resolution as identified in section 109.9-3 of the Legislative Procedures Act. The anticipated effective date will be Thursday, July 13, 2017.

#### **Requested Action**

Approve the Resolution: Conflict of Interest (Law) Amendments

**BC Resolution \_\_\_\_\_***Conflict of Interest (Law) Amendments*

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

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

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

**WHEREAS,** the Oneida Business Committee originally adopted this Law through resolution BC-06-10-98-C and thereafter amended it through resolution BC-02-08-17-B; and

**WHEREAS,** following the most recent adoption of this Law, it was brought to the Oneida Housing Authorities attention that those amendments did not completely bring the Law into compliance based on the audit findings provided as part of the onsite-monitoring completed by the United States Department of Housing and Urban Development (HUD); and

**WHEREAS,** emergency amendments were required to bring the Law into compliance with federal contracting standards related to organizational conflicts of interest within the timeline provided by HUD; and

**WHEREAS,** these Amendments permanently adopt those emergency amendments which brought our law into compliance with federal contracting standards related to organizational conflicts of interest and also add a section regarding employees who contract with the Nation as independent contractors; and

**WHEREAS,** a public meeting on the proposed Amendments was held on June 5, 2016 in accordance with the Legislative Procedures Act; and

**NOW THEREFORE BE IT RESOLVED,** that the Conflict of Interest (Law) Amendments are hereby adopted.



Oneida Nation  
Oneida Business Committee  
Legislative Operating Committee  
PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



**Statement of Effect**  
*Conflict of Interest (Law) Amendments*

**Summary**

This Resolution adopts Amendments to the Conflict of Interest Law (the “Law”) which permanently adopt prior emergency amendments which brought the Law into compliance with federal contracting standards related to organizational conflicts of interest and add a section regarding employees who contract with the Nation as independent contractors.

*Submitted by: Krystal L. John, Staff Attorney, Oneida Law Office*

**Analysis by the Legislative Reference Office**

This Law was originally adopted by Resolution BC-06-10-98-C and was thereafter amended by Resolution BC-02-08-17-B. Thereafter, emergency amendments were adopted which are currently in effect that bring the law into compliance with federal contracting requirements related to organizational conflicts of interest within the timeframe provided by the United States Department of Housing and Urban Development (HUD) in its Onsite Monitoring Report.

In addition to adopting the emergency amendments on a permanent basis, these Amendments also provide limitations and requirements for employees when contracting with the Nation as an independent contractor to provide fairness and integrity of the contracting process.

A public meeting was held for these amendments on June 5, 2017 for which the comment period expired on June 12, 2017 in accordance with the Legislative Procedures Act.

**Conclusion**

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



Analysis to Draft for OBC Consideration

2017 06 28

HANDOUT

## Conflict of Interest Amendments Legislative Analysis

### SECTION 1. BACKGROUND

REQUESTER: Oneida Law Office	SPONSOR: Brandon Stevens	DRAFTER: Krystal L. John	ANALYST: Maureen Perkins
<b>Intent of the Amendments</b>	Adopt permanent amendments which bring this legislation in compliance with HUD requirements regarding organizational conflicts of interest including provisions related to businesses owned by the Nation that compete for federally funded contracts.		
<b>Purpose</b>	Ensure that anyone that has access to confidential information be subject to specific limitations in order to protect the interests of the Nation <i>[see 217.1-1]</i> .		
<b>Affected Entities</b>	The Nation's agents; contractors; elected officials; employees; the entities; members who serve on a board, committee or commission; OBC officers, political appointees and any person that is associated with the above persons in personal, marital, familial, business, financial or other relationships. The Law does not pertain to insurance providers seeking to enter into third party payment agreements with the Pharmacy <i>[see 217.3-1(m) &amp; 217.8-2]</i> . The HRD and the Secretary's Office are responsible for maintaining and distributing/collecting annual Conflict of Interest disclosure forms <i>[see 217.4-3 (a) &amp; (b)]</i> .		
<b>Affected Legislation</b>	Investigative Leave Policy, Personnel Policies and Procedures, Comprehensive Policy Governing Boards, Committees and Commissions, Removal Law, Independent Contractor Policy.		
<b>Enforcement/Due Process</b>	<ul style="list-style-type: none"> <li>▪ Employees who fail to disclose a conflict of interest will be placed on leave pursuant to the Investigative Leave Policy; except that this Law requires the investigation to be concluded within 7 days <i>[see 217.6-1]</i>. If an employee receives an adverse employment action due to failing to disclose a conflict of interest, the employee can appeal the adverse employment action pursuant to the Nation's personnel policies and procedures.</li> <li>▪ Elected officials or officers who fail to disclose a conflict of interest may be subject to removal or face penalties pursuant to the Nation's laws regarding penalties <i>[see 217.6-2]</i>.</li> <li>▪ Members of a board, committee or commission may be subject to removal pursuant to Removal Law or have their appointment terminated by the OBC pursuant to the Comprehensive Policy Governing Boards, Committees and Commissions. Members may also face penalties pursuant to the Nation's laws regarding penalties <i>[see 217.6-3]</i>.</li> <li>▪ Political appointees that fail to disclose a conflict may be subject to discipline at the discretion of the elected official they serve <i>[see 217.6-4]</i>.</li> <li>▪ A person or organization that contracts with the Nation may have their contracts terminated for failing to disclose a conflict <i>[see 217.6-5]</i>.</li> </ul>		
<b>Public Meeting</b>	A public meeting was held 6/5/17.		

### 1 SECTION 2. LEGISLATIVE DEVELOPMENT

- 2 A. The Oneida Law Office (OLO) requested the Legislative Operating Committee (LOC) to  
3 develop a second set of emergency amendments to the Conflict of Interest (Law) to  
4 address mandatory organizational conflicts of interest. This request stemmed from an  
5 audit completed by the U.S. Department of Housing and Urban Development (HUD) on

6 June 12, 2016, which found that the Law was not in compliance with certain HUD  
7 requirements. One of the findings was addressed through previous amendments to the  
8 law, but the finding regarding a lack of an organizational conflict of interest policy was  
9 left out of those amendments. The HUD Final Monitoring Report of March 1, 2017 gave  
10 the Oneida Nation (Nation) 60 days to become compliant (May 5, 2017). A lack of  
11 organizational conflict of interest policy means that the Nation currently lacks a policy to  
12 ensure that the Nation maintains objectivity, fairness and equal access to information  
13 when businesses owned by the Nation compete for contracts with the Nation. The  
14 amendments fill this gap by establishing measures and processes to mitigate the potential  
15 for organizational conflicts of interest when any of the Nation's businesses compete to  
16 contract with the Nation.

### 17 18 **SECTION 3. CONSULTATION**

- 19 A. The following departments/divisions were consulted when developing the revisions to  
20 this Law: Oneida Law Office, Development Division, Engineering Department, Oneida  
21 Housing Authority, Oneida Purchasing Department, and Indian Preference Office,  
22 Finance Department.
- 23 B. In developing these amendments, the drafting attorney reviewed the applicable Federal  
24 Acquisition Regulations, federal contracting training materials and sample organizational  
25 conflict of interest mitigation plans submitted when bidding on federal contracts.

### 26 27 **SECTION 4. PROCESS**

- 28 A. This Law has followed the process set forth in the Legislative Procedures Act (LPA) except that  
29 the public meeting was not properly noticed to all managers or directors. The LPA requires the  
30 public meeting notice, legislation, legislative analysis and fiscal impact statement, if fiscal impact  
31 statement is available, to be electronically provided to all managers or directors [*See Legislative*  
32 *Procedures Act, 1 O.C. 109.8-2 (b)*]. The notice and backup documents were never provided  
33 electronically to all managers or directors; however, the public meeting was properly noticed in  
34 the Kalihwisaks and was made public on the Oneida Register as required by the LPA [*See*  
35 *Legislative Procedures Act, 1 O.C. 8-2 (a & b)*].
- 36 B. March 15, 2017: This item was added to the Active Files List as emergency legislation.
- 37 C. The proposed amendments were adopted on an emergency basis on 4/26/17.
- 38 D. The proposed amendments are being considered for permanent adoption.

### 39 40 **SECTION 5. PROPOSED AMENDMENTS TO LEGISLATION**

41 Proposed amendments to the Law include the following:

- 42 A. Expand the definition section to include a term for contractor [*see 217.2(c)*] to include  
43 businesses. Eliminate the definition for consultant which is not broad enough to cover  
44 the Nation's businesses and considering that consultants are actually contractors because  
45 they work under contract with the Nation.
- 46 B. Include a definition for organizational conflict of interest [*see 217.3-1(k)*] required by  
47 HUD. Organization conflict of interests occur when due to activities or relationships  
48 with other parties a potential contract or contractor is unable to render impartial  
49 assistance or advice, is not objective or has an unfair competitive advantage with respect  
50 to their business with the Nation.
- 51 C. Include a section regarding organizational conflict of interest which applies to businesses  
52 owned by the Nation and establishes the presumption of a conflict of interest any time a

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53 business owned by the nation seeks to contract directly with the Nation [see 217.5-1].  
54 Amendments establish objectivity in contracting by providing potential and actual  
55 contractors with equal access to information [see 217.5-2]. Restricting an employee of  
56 the Nation who has knowledge and experience that is critical to a contract from  
57 participation in a contract unless there is a mitigation plan in place [see 217.5-2(a)].  
58 Requirements for an organizational conflict of interest mitigation plan include limited  
59 participation from employees with a conflict to specific components of the  
60 project/contract that requires the employee's knowledge and/or expertise [see 217.5-  
61 2(b)]. If the Nation contracts with a business it owns to prepare ground rules for a  
62 subsequent project/contract including specifications or work statements, the business may  
63 not compete for the subsequent project/contract [see 217.5-3].

64 D. A section was added regarding employees who contract with the Nation as independent  
65 contractors. Employees, either prime contractor or subcontractor, may not contract  
66 within the same area as their employment with the Nation, contract with any entity within  
67 the same divisional budget and/or chain of command as their employment with the  
68 Nation, must have written consent and approval from their supervisor to submit a bid, and  
69 employees within the Oneida Law Office, Internal Audit Department and Oneida Finance  
70 Department cannot contract with the Nation [see 217.5-4].  
71

## 72 SECTION 6. EFFECT ON EXISTING LEGISLATION, ENFORCEMENT, & DUE 73 PROCESS

### 74 A. Personnel Policies and Procedures

75     ▪ An employee can have his/her employment terminated for failing to disclose a  
76 conflict of interest. However, he/she can appeal the adverse employment action  
77 pursuant to the Nation's laws, rules and policies governing employment [see  
78 217.6-1].

### 79 B. Removal Law and Comprehensive Policy Governing Boards, Committees and 80 Commissions

81     ▪ If an officer, elected official, or elected member fails to disclose a conflict of  
82 interest, he/she may be subject to removal pursuant to the Removal Law and if an  
83 appointed member of an entity fails to disclose a conflict of interest, the OBC  
84 may terminate his/her appointment in accordance with the law governing boards,  
85 committees and commissions for appointed officials [see 217.6-2 & 217.6-3].

### 86 C. Nation's laws regarding penalties

87     ▪ If an elected official, officer, or elected/appointed member of a board, committee  
88 or commission fails to disclose a conflict of interest, he/she may be subject to  
89 penalties pursuant to laws of the Nation regarding penalties [see 217.6-2 & 217.6-  
90 3]. The Nation currently does not have legislation regarding penalties but if in the  
91 future such a law is adopted, elected officials, officers, and elected/appointed  
92 members that violate this Law may face penalties/sanctions.

### 93 D. Penalties for Non-Disclosure of a Conflict of Interest for Contractors

94     ▪ An organization or person who does not disclose conflicts of interest may be  
95 subject to termination of their contracts [see 217.6-5].  
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## 97 SECTION 7. OTHER CONSIDERATIONS

98 A. See fiscal impact statement for any financial impacts.

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**Title 2. Employment – Chapter 217**  
**CONFLICT OF INTEREST**

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217.1. Purpose and Policy
217.2. Adoption, Amendment, Repeal
217.3. Definitions
217.4. General
217.5. Organizational Conflicts of Interest

9	217.6. Penalties for Non-Disclosure of a Conflict of Interest
10	217.7. Prohibited Activities Resulting from a Disclosed Conflict
11	of Interest
12	217.8. Exemptions

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**217.1. Purpose and Policy**

217.1-1 *Purpose.* The purpose of this law is for the Nation to ensure that all employees, contractors, elected officials, officers, political appointees, appointed and elected members and all others who may have access to information or materials that are confidential or may be used by competitors of the Nation's enterprises or interests be subject to specific limitations to which such information and materials may be used in order to protect the interests of the Nation.

217.1-2. *Policy.* It is the policy of the Nation to assert its proprietary rights to client lists, trade secrets and any other confidential data generated, developed or commissioned for the Nation in the course of an employee's duties and responsibilities and that all employees, and prospective employees, be made aware of their obligation to uphold such rights. The Nation asserts that no persons who work for the Nation or are responsible for safeguarding its interests nor their relatives, associates, partners, or anyone connected with such persons should in any way benefit against or in competition with the Nation's interests without full and complete prior disclosure to the Nation.

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**217.2. Adoption, Amendment, Repeal**

217.2-1. This law was adopted by the Oneida Business Committee by Resolution BC-06-10-98-C and amended by BC-02-08-17-B.

217.2-2. This law may be amended or repealed by the Oneida Business Committee and/or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

217.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

217.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provision of this law shall control.

217.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

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**217.3. Definitions**

217.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

(a) "Agent" means a person who is authorized to act for or in place of another, which may include an employee, contractor, elected official, officer, political appointee, and appointed or elected member of the Nation.

(b) "Conflict of interest" means any interest, real or apparent, whether it be personal, financial, political, or otherwise, in which an elected official, officer, political appointee,

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50 employee, contractor, or appointed or elected member, or their immediate family  
51 members, friends or associates, or any other person with whom they have contact, have  
52 that conflicts with any right of the Nation to property, information, or any other right to  
53 own and operate activities free from undisclosed competition or other violation of such  
54 rights of the Nation. In addition, conflict of interest also means any financial or familial  
55 interest an elected official, officer, political appointee, employee, contractor, or appointed  
56 or elected member or their immediate family members may have in any transaction  
57 between the Nation and an outside party.

58 (c) “Contractor” means a person or business providing expertise, services, goods or  
59 guidance to the Nation.

60 (d) “Elected official” means a person elected to the Oneida Business Committee who  
61 does not hold an officer position.

62 (e) “Employee” means anyone employed by the Oneida Nation in one of the following  
63 employed capacities: full-time, part-time, emergency temporary, limited term or on a  
64 contractual basis.

65 (f) “Entity” means a department, program or service of the Nation.

66 (g) “Immediate family member” means an individual’s husband, wife, mother, father,  
67 step mother, step father, son, daughter, step son, step daughter, brother, sister, step  
68 brother, step sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-  
69 law, son-in-law, brother-in-law or sister-in-law and any of the these relations attained  
70 through legal adoption.

71 (h) “Member” means a person who serves on a board, committee, or commission of the  
72 Nation. It does not include the Oneida Business Committee or the governing body of a  
73 Tribally Chartered Corporation.

74 (i) “Nation” means the Oneida Nation.

75 (j) “Officer” means a person elected to the Oneida Business Committee holding the  
76 Chairperson, Vice Chairperson, Secretary, or Treasurer position.

77 (k) “Organizational conflict of interest” means that because of other activities or  
78 relationships with other parties, a potential contract or contractor is:

79 (1) unable to render impartial assistance or advice to the Nation;

80 (2) cannot perform a contract with the Nation in an objective way; or

81 (3) has an unfair competitive advantage compared to others.

82 (l) “Political appointee” means a person who assists an elected member of the Oneida  
83 Business Committee in their daily activities and operations.

84 (m) “Third party agreement” means any agreement with the Pharmacy in which an  
85 insurance provider agrees to reimburse the Pharmacy for drugs and supplies sold to  
86 subscribers of a valid health plan of that insurance provider.

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88 **217.4. General**

89 **217.4-1. Scope.**

90 (a) This law shall apply to agents, elected officials, officers, political appointees,  
91 employees, contractors, appointed or elected members or any other persons with whom  
92 they may be associated in personal, marital, familial, business, financial or other  
93 relationships.

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94 (b) Under the protection of this law are the resources of the Nation, its enterprises,  
95 programs, business interests, financial information, trade secrets and any other  
96 information that could be used against the Nation or those duly authorized to represent its  
97 interests.

98 217.4-2. *Amendment of Documents.* The following documents shall be amended as required in  
99 order to implement this law:

100 (a) The Nation's laws, rules and policies governing employment.

101 (1) Prospective employees shall disclose whether or not they have any conflicts  
102 of interest as defined in this law.

103 (2) Current employees shall disclose existing conflicts of interest, if any.

104 (b) Persons or organizations contracting with the Nation shall include a provision in their  
105 contract reciting the prohibition against undisclosed conflicts of interest.

106 (c) The Oneida Nation Secretary shall inform all elected officials, officers, political  
107 appointees, and elected or appointed members of the existence of this law in writing. All  
108 elected officials, officers, political appointees, and elected or appointed members shall  
109 disclose any conflicts of interest.

110 217.4-3. *Forms.* Forms shall be prepared upon which disclosures of conflicts which exist may  
111 be listed and returned to the Oneida Business Committee for action as indicated in this law. The  
112 Oneida Law Office shall be responsible for creating a standard form and any specialized forms  
113 required by this law. The Nation's Human Resource Department and the Office of the Oneida  
114 Nation Secretary shall be responsible for distributing and maintaining conflict of interest  
115 disclosure forms.

116 (a) The Nation's Human Resource Department shall collect conflict of interest disclosure  
117 forms from all employees on an annual basis. Additionally, an employee shall disclose a  
118 conflict of interest as soon as the conflict arises.

119 (b) The Office of the Nation's Secretary shall collect conflict of interest disclosure forms  
120 from all elected officials, officers, political appointees, and elected and appointed  
121 members on an annual basis. Additionally, an elected official, officer, political appointee,  
122 or elected or appointed member shall disclose a conflict of interest as soon as the conflict  
123 arises.

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## 125 **217.5. Organizational Conflicts of Interest**

126 217.5-1. *Presumed Organizational Conflict of Interest.* It is presumed that there is an  
127 organizational conflict of interest any time that a business owned by the Nation or an employee  
128 of the Nation seeks to contract with the Nation.

129 217.5-2. *Maintaining Objectivity and Equal Access to Information.* The Nation shall maintain  
130 objectivity in contracting and shall provide all potential and actual contractors with equal access  
131 to information. Should an employee of the Nation also be an employee, officer, director, or  
132 agent of any business owned by the Nation, the said employee shall be restricted from  
133 participating in any part of the contract process, including but not limited to the bidding,  
134 selection, award and administration, for that business.

135 (a) In the event that an employee has knowledge and experience that is critical to a  
136 contract and is restricted from participation based on an organizational conflict of  
137 interest, the said employee may only participate if the Nation and the contractor execute a

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138 conflict of interest mitigation plan.  
139 (b) An organizational conflict of interest mitigation plan shall require the conflicted  
140 employee's participation be limited to the specific components of the project/contract that  
141 require the employee's knowledge and/or experience.

142 217.5-3. *Biased Ground Rules.* Should the Nation contract with a business it owns to  
143 prepare ground rules for a subsequent project/contract, including but not limited to  
144 preparing/writing specifications or work statements, said business may not compete for the  
145 subsequent project/contract.

146 217.5-4. *Employees Contracting with the Nation as Independent Contractors.* In addition to  
147 meeting the requirements of the Nation's independent contractor laws, policies and/or rules,  
148 employees that seek to contract with the Nation as an independent contractor may not, in any  
149 circumstance, whether as a prime contractor or a subcontractor:

150 (a) Contract with the Nation within the same scope for which they are employed by the  
151 Nation.

152 (b) Contract with any entity within the Nation that is within the same divisional budget  
153 and/or chain of command for which the employee is employed by the Nation.

154 (c) Submit a bid to contract with Nation without receiving and submitting with the bid  
155 written notice from the employee's supervisor providing consent and approval to bid and  
156 that such bid and/or potential resultant contract will not interfere with the employees  
157 current responsibilities to the Nation.

158 (d) Contract with the Nation if the employee is employed by any of the following areas:

- 159 (1) The Oneida Law Office;  
160 (2) The Internal Audit Department; and/or  
161 (3) The Oneida Finance Department.

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163 **217.6. Penalties for Non-Disclosure of a Conflict of Interest**

164 217.6-1. *Employees.* If a supervisor is provided credible evidence that an employee has failed  
165 to disclose a conflict of interest, the employee shall be placed on leave pursuant to the Nation's  
166 Investigative Leave Policy, except that the duration of the investigation for an alleged conflict of  
167 interest shall be concluded within seven (7) days of the employee being placed on leave. A  
168 supervisor shall terminate an employee from his or her employment with the Nation when an  
169 investigation substantiates that the employee failed to disclose a conflict of interest.

170 217.6-2. *Elected Officials and Officers.* An elected official or officer who fails to disclose a  
171 conflict of interest may be subject to removal pursuant to the Removal Law or penalties pursuant  
172 to laws of the Nation regarding penalties.

173 217.6-3. *Elected or Appointed Members.* A member who fails to disclose a conflict of interest  
174 may be subject to penalties pursuant to laws of the Nation regarding penalties, and subject to  
175 removal pursuant to the Removal Law for elected members, or have their appointment  
176 terminated by the Oneida Business Committee pursuant to the law governing board, committees  
177 and commissions for appointed members.

178 217.6-4. *Political Appointees.* A political appointee that fails to disclose a conflict of interest  
179 may be subject to discipline at the discretion of the elected official the political appointee serves.

180 217.6-5. *Contracts.* An organization or a person who does not disclose conflicts of interest  
181 may be subject to termination of their contracts.

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183 **217.7. Prohibited Activities Resulting from a Disclosed Conflict of Interest**  
184 217.7-1. When an existing conflict of interest is disclosed, no employee, contractor, elected  
185 official, political appointee, officer, agent, or appointed or elected member may participate in:  
186 (a) the selection, award, or administration of a contract, including contracts supported by  
187 a Federal award; and/or  
188 (b) any other prohibited activities identified in any other law, policy or rule of the Nation.  
189 217.7-2. Entities of the Nation shall develop standard operating procedures and/or work  
190 standards outlining further prohibited activities resulting from disclosed conflicts of interest and  
191 means by which a party can alleviate or mitigate the conflict of interest.  
192 (a) In the event arrangements are made to alleviate or mitigate the conflict of interest, it  
193 may become permissible for a party to participate under section 217.7-1(b) at the  
194 discretion of the division director and to the extent permitted by any applicable law,  
195 policy or rule. However, in all circumstances, such parties shall remain prohibited from  
196 participating under section 217.7-1(a).

197  
198 **217.8. Exemptions**

199 217.8-1. Exemptions to this law are for the purpose of excluding activities of the Nation for  
200 which no conflict of interest can exist. These activities generally occur when the Nation is acting  
201 as a provider of services for which another will be making payments or reimbursing costs of  
202 providing the services. Exemptions shall be specifically identified within this law.  
203 217.8-2. *Pharmacy*. This exemption shall be designed to relieve the Pharmacy and insurance  
204 providers from the requirements of the Conflict of Interest law while recognizing the unique  
205 relationship between the Pharmacy and insurance providers in third party payment agreements  
206 where no proprietary information of the Nation is provided to the insurance providers, and there  
207 is little or no opportunity for a conflict of interest between the insurance providers and the  
208 Nation. This exemption shall be designed to increase the attractiveness of the Pharmacy to  
209 subscribers of multiple insurance providers. This exemption shall apply solely to insurance  
210 providers seeking to enter into third party payment agreements with the Pharmacy.

211  
212 *End.*  
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214  
215 Adopted - BC-06-10-98-C  
216 Emergency Amended - BC-04-12-06-JJ  
217 Emergency Amended - BC-09-27-06-E  
218 Emergency Amended – BC-08-10-16-M  
219 Amended - BC-02-08-17-B

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**Title 2. Employment – Chapter 217**  
**CONFLICT OF INTEREST**

4	217.1. Purpose and Policy	9	<del>Conflicts</del> of Interest
5	217.2. Adoption, Amendment, Repeal	10	217.6. <del>Penalties for Non-Disclosure of a Conflict of Interest</del>
6	217.3. Definitions	11	217.7. Prohibited Activities Resulting from a Disclosed Conflict
7	217.4. General	12	of Interest
8	217.5. <del>Penalties for Non-Disclosure of a Conflict</del> Organizational	13	217.78. Exemptions

**217.1. Purpose and Policy**

217.1-1 Purpose. The purpose of this law is for the Nation to ensure that all employees, ~~consultants~~contractors, elected officials, officers, political appointees, appointed and elected members and all others who may have access to information or materials that are confidential or may be used by competitors of the Nation's enterprises or interests be subject to specific limitations to which such information and materials may be used in order to protect the interests of the Nation.

217.1-2. Policy. It is the policy of the Nation to assert its proprietary rights to client lists, trade secrets and any other confidential data generated, developed or commissioned for the Nation in the course of an employee's duties and responsibilities and that all employees, and prospective employees, be made aware of their obligation to uphold such rights. The Nation asserts that no persons who work for the Nation or are responsible for safeguarding its interests nor their relatives, associates, partners, or anyone connected with such persons should in any way benefit against or in competition with the Nation's interests without full and complete prior disclosure to the Nation.

**217.2. Adoption, Amendment, Repeal**

217.2-1. This law was adopted by the Oneida Business Committee by Resolution BC-06-10-98-C and amended by BC-02-08-17-B.

217.2-2. This law may be amended or repealed by the Oneida Business Committee and/or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

217.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

217.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provision of this law shall control.

217.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

**217.3. Definitions**

217.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

(a)– “Agent” –means a person who is authorized to act for or in place of ~~of~~another, which may include an employee, ~~consultant~~contractor, elected official, officer, political appointee, and appointed -or elected member of the Nation.

(b)–“Conflict of interest” means any interest, real or apparent, whether it be personal,

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51 financial, political, or otherwise, in which an elected official, officer, political appointee,  
52 employee, ~~consultant~~contractor, or appointed or elected member, or their immediate  
53 family members, friends or associates, or any other person with whom they have contact,  
54 have that conflicts with any right of the Nation to property, information, or any other  
55 right to own and operate activities free from undisclosed competition or other violation of  
56 such rights of the Nation. In addition, conflict of interest also means any financial or  
57 familial interest an elected official, officer, political appointee, employee,  
58 ~~consultant~~contractor, or appointed or elected member or their immediate family members  
59 may have in any transaction between the Nation and an outside party.

60 (c) ~~“Consultant”~~ “Contractor” means a person ~~who provides~~ business providing  
61 expertise, services, goods or guidance to the -Nation.

62 (d) ~~“Elected official”~~ ~~means~~ a person elected to the Oneida Business Committee  
63 who does not hold an officer position.

64 (e) ~~“Employee”~~ means anyone employed by the Oneida Nation in one of the  
65 following employed capacities: full-time, part-time, emergency temporary, limited term  
66 or on a contractual basis.

67 (f) ~~“Entity”~~ means a department, program or service of the Nation.

68 (g) ~~“Immediate family member”~~ means an individual’s husband, wife, mother, father,  
69 step mother, step father, son, daughter, step son, step daughter, brother, sister, step  
70 brother, step sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-  
71 law, son-in-law, brother-in-law or sister-in-law and any of the these relations attained  
72 through legal adoption.

73 (h) ~~“Member”~~ means a person who serves on a board, committee, or commission of  
74 the Nation. It does not include the Oneida Business Committee or the governing body of  
75 a Tribally Chartered Corporation.

76 (i) ~~“Nation”~~ means the Oneida Nation.

77 (j) ~~“Officer”~~ means a person elected to the Oneida Business Committee holding the  
78 Chairperson, Vice Chairperson, Secretary, or Treasurer position.

79 (k) “Organizational conflict of interest” means that because of other activities or  
80 relationships with other parties, a potential contract or contractor is:

81 (1) unable to render impartial assistance or advice to the Nation;

82 (2) cannot perform a contract with the Nation in an objective way; or

83 (3) has an unfair competitive advantage compared to others.

84 (l) ~~“Political appointee”~~ means a person who assists an elected member of the Oneida  
85 Business Committee in their daily activities and operations.

86 (l-m) ~~“Third party agreement”~~ means any agreement with the Pharmacy in which an  
87 insurance provider agrees to reimburse the Pharmacy for drugs and supplies sold to  
88 subscribers of a valid health plan of that insurance provider.

89  
90 **217.4. General.**

91 **217.4-1. Scope.**

92 (a) ~~“This law shall apply to agents, elected officials, officers, political appointees,~~  
93 ~~employees, consultants~~contractors, appointed or elected members or any other persons  
94 with whom they may be associated in personal, marital, familial, business, financial or

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95 other relationships.  
96 (b)–\_\_ Under the protection of this law are the resources of the Nation, its enterprises,  
97 programs, business interests, financial information, trade secrets and any other  
98 information that could be used against the Nation or those duly authorized to represent its  
99 interests.

100 217.4-2.– Amendment of Documents. The following documents shall be amended as required in  
101 order to implement this law:

- 102 (a)–\_\_ The Nation’s laws, rules and policies governing employment.  
103 (1) Prospective employees shall disclose whether or not they have any conflicts  
104 of interest as defined in this law.  
105 (2) Current employees shall disclose existing conflicts of interest, if any.  
106 (b)–\_\_ Persons or organizations contracting with the Nation shall include a provision in  
107 their contract reciting the prohibition against undisclosed conflicts of interest.  
108 (c)–\_\_ The Oneida Nation Secretary shall inform all elected officials, officers, political  
109 appointees, and elected or appointed members of the existence of this law in writing. All  
110 elected officials, officers, political appointees, and elected or appointed members shall  
111 disclose any conflicts of interest.

112 217.4-3.– Forms. Forms shall be prepared upon which disclosures of conflicts which exist may  
113 be listed and returned to the Oneida Business Committee for action as indicated in this law. The  
114 Oneida Law Office shall be responsible for creating a standard form and any specialized forms  
115 required by this law. The Nation’s Human Resource Department and the Office of the Oneida  
116 Nation Secretary shall be responsible for distributing and maintaining conflict of interest  
117 disclosure forms.

- 118 (a) The Nation’s Human Resource Department shall collect conflict of interest disclosure  
119 forms from all employees on an annual basis. Additionally, an employee shall disclose a  
120 conflict of interest as soon as the conflict arises.  
121 (b) The Office of the Nation’s Secretary shall collect conflict of interest disclosure forms  
122 from all elected officials, officers, political appointees, and elected and appointed  
123 members on an annual basis. Additionally, an elected official, officer, political appointee,  
124 or elected or appointed member shall disclose a conflict of interest as soon as the conflict  
125 arises.  
126

127 **217.5.–Penalties for Non-Disclosure of a Conflict Organizational Conflicts of Interest**

128 ~~217.5-1. Employees.~~ 217.5-1. Presumed Organizational Conflict of Interest. It is presumed that  
129 there is an organizational conflict of interest any time that a business owned by the Nation or an  
130 employee of the Nation seeks to contract with the Nation.

131 217.5-2. Maintaining Objectivity and Equal Access to Information. The Nation shall maintain  
132 objectivity in contracting and shall provide all potential and actual contractors with equal access  
133 to information. Should an employee of the Nation also be an employee, officer, director, or  
134 agent of any business owned by the Nation, the said employee shall be restricted from  
135 participating in any part of the contract process, including but not limited to the bidding,  
136 selection, award and administration, for that business.

- 137 (a) In the event that an employee has knowledge and experience that is critical to a  
138 contract and is restricted from participation based on an organizational conflict of

For OBC Consideration  
Redline to Current Permanent – 2017 06 28

139 | interest, the said employee may only participate if the Nation and the contractor execute a  
140 | conflict of interest mitigation plan.

141 | (b) An organizational conflict of interest mitigation plan shall require the conflicted  
142 | employee's participation be limited to the specific components of the project/contract that  
143 | require the employee's knowledge and/or experience.

144 | 217.5-3. *Biased Ground Rules.* Should the Nation contract with a business it owns to  
145 | prepare ground rules for a subsequent project/contract, including but not limited to  
146 | preparing/writing specifications or work statements, said business may not compete for the  
147 | subsequent project/contract.

148 | 217.5-4. *Employees Contracting with the Nation as Independent Contractors.* In addition to  
149 | meeting the requirements of the Nation's independent contractor laws, policies and/or rules,  
150 | employees that seek to contract with the Nation as an independent contractor may not, in any  
151 | circumstance, whether as a prime contractor or a subcontractor:

152 | (a) Contract with the Nation within the same scope for which they are employed by the  
153 | Nation.

154 | (b) Contract with any entity within the Nation that is within the same divisional budget  
155 | and/or chain of command for which the employee is employed by the Nation.

156 | (c) Submit a bid to contract with Nation without receiving and submitting with the bid  
157 | written notice from the employee's supervisor providing consent and approval to bid and  
158 | that such bid and/or potential resultant contract will not interfere with the employees  
159 | current responsibilities to the Nation.

160 | (d) Contract with the Nation if the employee is employed by any of the following areas:

161 | (1) The Oneida Law Office;

162 | (2) The Internal Audit Department; and/or

163 | (3) The Oneida Finance Department.

## 164 | **217.6. Penalties for Non-Disclosure of a Conflict of Interest**

165 | 217.6-1. *Employees.* If a supervisor is provided credible evidence that an employee has failed  
166 | to disclose a conflict of interest, the employee shall be placed on leave pursuant to the Nation's  
167 | Investigative Leave Policy, except that the duration of the investigation for an alleged conflict of  
168 | interest shall be concluded within seven (7) days of the employee being placed on leave. A  
169 | supervisor shall terminate an employee from his or her employment with the Nation when an  
170 | investigation substantiates that the employee failed to disclose a conflict of interest.

171 | 217.56-2. *Elected Officials and Officers.* An elected official or officer who fails to disclose a  
172 | conflict of interest may be subject to removal pursuant to the Removal Law or penalties pursuant  
173 | to laws of the Nation regarding penalties.

174 | 217.56-3. *Elected or Appointed Members.* A member who fails to disclose a conflict of interest  
175 | may be subject to penalties pursuant to laws of the Nation regarding penalties, and subject to  
176 | removal pursuant to the Removal Law for elected members, or have their appointment  
177 | terminated by the Oneida Business Committee pursuant to the law governing board, committees  
178 | and commissions for appointed members.

179 | 217.56-4. *Political Appointees.* A political appointee that fails to disclose a conflict of interest  
180 | may be subject to discipline at the discretion of the elected official the political appointee serves.

181 | 217.6-5-5-. *Contracts.* An organization or a person who does not disclose conflicts of interest  
182 |

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183 may be subject to termination of their contracts.  
184

185 **217.6-7. Prohibited Activities Resulting from a Disclosed Conflict of Interest**

186 217.67-1. When an existing conflict of interest is disclosed, no employee, ~~consultant~~contractor,  
187 elected official, political appointee, officer, agent, or appointed or elected member may  
188 participate in:

189 (a) ~~the~~ selection, award, or administration of a contract, including contracts supported  
190 by a Federal award; and/or

191 (b) ~~any~~ other prohibited activities identified in any other law, policy or rule of the  
192 Nation.

193 217.67-2. Entities of the Nation shall develop standard operating procedures and/or work  
194 standards outlining further prohibited activities resulting from disclosed conflicts of interest and  
195 means by which a party can alleviate or mitigate the conflict of interest.

196 (a) In the event arrangements are made to alleviate or mitigate the conflict of interest, it  
197 may become permissible for a party to participate under section 217.67-1(b) at the  
198 discretion of the division director and to the extent permitted by any applicable law,  
199 policy or rule. However, in all circumstances, such parties shall remain prohibited from  
200 participating under section 217.67-1(a).  
201

202 **217.7-8. Exemptions**

203 217.78-1. Exemptions to this law are for the purpose of excluding activities of the Nation for  
204 which no conflict of interest can exist. These activities generally occur when the Nation is acting  
205 as a provider of services for which another will be making payments or reimbursing costs of  
206 providing the services. Exemptions shall be specifically identified within this law.

207 217.78-2. *Pharmacy*. This exemption shall be designed to relieve the Pharmacy and insurance  
208 providers from the requirements of the Conflict of Interest law while recognizing the unique  
209 relationship between the Pharmacy and insurance providers in third party payment agreements  
210 where no proprietary information of the Nation is provided to the insurance providers, and there  
211 is little or no opportunity for a conflict of interest between the insurance providers and the  
212 Nation. This exemption shall be designed to increase the attractiveness of the Pharmacy to  
213 subscribers of multiple insurance providers. This exemption shall apply solely to insurance  
214 providers seeking to enter into third party payment agreements with the Pharmacy.  
215

216 *End.*  
217

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218  
219 Adopted - BC-06-10-98-C

220 Emergency Amended - BC-04-12-06-JJ

221 Emergency Amended - BC-09-27-06-E

222 Emergency Amended - BC-08-10-16-M

223 Amended - BC-02-08-17-B

FINANCE ADMINISTRATION  
Fiscal Impact Statement



## MEMORANDUM

DATE: June 20, 2017

FROM: Rae Skenandore, Financial Management Analyst

TO: Larry Barton, Chief Financial Officer  
RaLinda Ninham-Lamberies, Assistant Chief Financial Officer

RE: **Financial Impact of the Conflict of Interest Amendments**

### I. Estimated Fiscal Impact Summary

<b>Law:</b> Conflict of Interest Amendments		Draft 3
<b>Implementing Agency</b>	Human Resource Department Oneida Nation's Office of the Secretary	
<b>Estimated time to comply</b>	10 days from adoption	
<b>Estimated Impact</b>	<b>Current Fiscal Year</b>	<b>10 Year Estimate</b>
<b>Total Estimated Fiscal Impact</b>	<b>\$0</b>	<b>\$0</b>

### II. Background

#### A. Legislative History

This law was originally adopted by the Oneida Business Committee by Resolution BC-06-10- 98-C. Emergency amendments were adopted through BC-08-10-16-M and permanently adopted by BC-02-08-17-B.

#### B. Summary of Content

1. Add a definition for the term "contractor" to include businesses;
2. Add a definition for the term "organizational conflict of interest;
3. Include a section regarding organizational conflict of interest which applies to businesses owned by the Nation and establishing measures and processes to mitigate the potential for organizational conflicts of interest when any of the Nation's businesses compete to contract with the Nation;

4. A section was added regarding employees who contract with the Nation as independent contractors.

**C. Methodology and Assumptions**

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

2. Finance does NOT identify the source of funding for the estimated cost or allocate any funds to the legislation.

3. The analysis was completed based on the information provided as of the date of this memo.

**II. Agency**

There are no startup, personnel, office, or documentation costs associated with this legislation. In accordance with the Legislative Procedures Act, the amendments will become effective 10 days from adoption.

**III. Financial Impact**

No impact.

**IV. Recommendation**

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

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Adoption Resolution: Workplace Violence Law

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: Jennifer Falck, Director, Legislative Reference Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Candice E. Skenandore, Legislative Analyst, Legislative Reference Office  
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   
 DATE: June 28, 2017  
 RE: Workplace Violence Law

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Please find the following attached backup documentation for your consideration of the proposed Workplace Violence law:

1. Resolution: Workplace Violence Law
2. Statement of Effect: Workplace Violence Law
3. Workplace Violence Law Legislative Analysis
4. Workplace Violence Law Draft
5. Workplace Violence Law Fiscal Impact Statement

#### *Overview*

This resolution adopts the proposed Workplace Violence law. The proposed Workplace Violence law provides all Oneida Nation employees and visitors a safe and secure environment free of violence and the threat of violence by establishing the procedures by which incidents of workplace violence shall be addressed.

The proposed Workplace Violence law will:

- Apply to all employees in any of the Nation's workplaces, whether or not the employee is operating within the course of his or her employment at the time the incident of workplace violence occurs *[see section 223.4]*;
- Provide examples of what behaviors and actions by an employee may constitute workplace violence so an employee is aware of the standards he or she will be held to *[see section 223.5]*;
- Provide the processes and requirements for reporting workplace violence by a non-employee, permissive reporting by an employee, mandatory reporting by an employee, reporting the behavior of a supervisor, and reporting restraining orders *[see section 223.6]*;
- Establish how the potential for instances of future workplace violence will be addressed *[see section 223.7]*;
- Describe the responsibilities of the supervisor and the Equal Employment Opportunity Department Director when addressing and investigating incidents of workplace violence *[see section 223.8 and 223.9]*;

- Provide for confidentiality requirements, and how fraudulent reports of workplace violence will be addressed [*see section 223.10 and 223.11*]; and
- Establish the means by which the Law shall be enforced [*see section 223.12*].

In accordance with the Legislative Procedures Act, a public meeting on the proposed law was held on May 18, 2017, with a comment period closing on May 25, 2017. All comments received during the public comment period were reviewed and accepted by the Legislative Operating Committee on June 7, 2017. Any changes made based on those comments have been incorporated into this draft.

**Requested Action**

Approve the Resolution: Workplace Violence Law

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214

Oneida, WI 54155



## BC Resolution # \_\_\_\_\_ Workplace Violence Law

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**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 Workplace Violence law ("the Law) provides all Oneida Nation employees and visitors a safe and secure environment free of violence and the threat of violence by establishing the procedures by which incidents of workplace violence shall be addressed; and

**WHEREAS,** the Law applies to all employees in any of the Nation's workplaces, whether or not the employee is operating within the course of his or her employment at the time the incident of workplace violence occurs; and

**WHEREAS,** the Law provides examples of what behaviors and actions by an employee may constitute workplace violence so an employee is aware of the standards he or she will be held to; and

**WHEREAS,** the Law provides the processes and requirements for reporting workplace violence by a non-employee, permissive reporting by an employee, mandatory reporting by an employee, reporting the behavior of a supervisor, and reporting restraining orders; and

**WHEREAS,** the Law sets forth how the potential for instances of future workplace violence will be addressed; and

**WHEREAS,** the Law describes the responsibilities of the supervisor and the Equal Employment Opportunity Department Director when addressing and investigating incidents of workplace violence; and

**WHEREAS,** the Law discusses confidentiality requirements, and how fraudulent reports of workplace violence will be addressed; and

**WHEREAS,** the Law establishes the means by which the Law shall be enforced; and

**WHEREAS,** a public meeting on the proposed law was held on May 18, 2017, in accordance with the Legislative Procedures Act, and comments received were reviewed and accepted by the Legislative Operating Committee on June 7, 2017.

**NOW THEREFORE BE IT RESOLVED,** that the Workplace Violence law is hereby adopted and shall become effective immediately.



Oneida Nation  
Oneida Business Committee  
Legislative Operating Committee  
PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



## **Statement of Effect**

### *Workplace Violence Law*

#### **Summary**

This resolution adopts the Workplace Violence law.

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

#### **Analysis by the Legislative Reference Office**

This resolution adopts a new Workplace Violence law which provides all Oneida Nation employees and visitors a safe and secure environment free of violence and the threat of violence by establishing the procedures by which incidents of workplace violence shall be addressed.

The Workplace Violence law:

- Applies to all employees in any of the Nation's workplaces, whether or not the employee is operating within the course of his or her employment at the time the incident of workplace violence occurs;
- Provides examples of what behaviors and actions by an employee may constitute workplace violence so an employee is aware of the standards he or she will be held to;
- Provides the processes and requirements for reporting workplace violence by a non-employee, permissive reporting by an employee, mandatory reporting by an employee, reporting the behavior of a supervisor, and reporting restraining orders;
- Establishes how the potential for instances of future workplace violence will be addressed;
- Describes the responsibilities of the supervisor and the Equal Employment Opportunity Department Director when addressing and investigating incidents of workplace violence;
- Provides for confidentiality requirements, and how fraudulent reports of workplace violence will be addressed; and
- Establishes the means by which the Law shall be enforced.

The public meeting on the proposed Law was held on May 18, 2017, and comments received were reviewed and accepted by the Legislative Operating Committee on June 7, 2017.

#### **Conclusion**

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



# Workplace Violence Legislative Analysis

## SECTION 1. BACKGROUND

REQUESTER: Matthew J. Denny, Sr.	SPONSOR: Tehassi Hill	DRAFTER: Clorissa N. Santiago	ANALYST: Maureen Perkins
<b>Intent</b>	Create penalties for incidents of violence in the workplace.		
<b>Purpose</b>	The purpose of this law is to provide all Oneida Nation employees and visitors an environment that is free of violence and the threat of violence by establishing procedures by which incidents of workplace violence shall be addressed [see 223.1-2].		
<b>Affected Entities</b>	Oneida Nation employees and supervisors, Oneida Police Department (OPD), non-employees who visit the Nation’s workplaces, Oneida Internal Security Department, Human Resources Department (HRD), Equal Employment Opportunity Department (EEO)		
<b>Affected Legislation</b>	Oneida Personal Policies and Procedures, Investigative Leave Policy, Anonymous Letters Policy		
<b>Enforcement/Due Process</b>	An employee or supervisor who violates this law may be subject to disciplinary action under the Nation’s laws, policies and rules governing employment up to and including termination [see 223.12-1]. An employee who violates this law may be subject to removal from a workplace of the Nation [see 223.12-2]. An employee must report workplace violence where the employee witnesses an act or threat of workplace violence towards anyone else [see 223.6-3]. An employee who resigns when there is an ongoing investigation or in lieu of a termination will not be eligible for employment for three (3) years from the date of the resignation [see 223.9-5].		
<b>Public Meeting</b>	A public meeting was held 5/18/17.		

## SECTION 2. LEGISLATIVE DEVELOPMENT

- A. This legislation provides the Nation with accountability measures regarding incidents of violence and threats of violence in the workplace.
- B. This legislation benefits the community by providing a means to discourage violence in the workplace by providing clear consequences to those that violate this law including but not limited to termination from employment with the Nation and removal from the Nation’s workplaces.

## SECTION 3. CONSULTATION

- A. The Human Resources Department, Equal Employment Opportunity Department, Oneida Police Department, Environmental Health and Safety Division and Emergency Management were consulted about the contents of the legislation.
- B. The Ho-Chunk Nation Workplace Violence Prevention law was reviewed in the development of this law.

## SECTION 4. PROCESS

- A. The correct legislative process been followed.

17 B. This item was originally proposed on December 18, 2012 and carried over to the current Active Files  
18 List on September 17, 2014. A public meeting was held May 18, 2017.  
19

## 20 SECTION 5. CONTENTS OF THE LEGISLATION

21 A. This is a new law that defines a process for dealing with violence in the workplace. The law includes  
22 both threats of violence and acts of violence.

- 23 • Prohibited behaviors are outlined to include both physical threats and acts of violence,  
24 stalking, possession or use of weapons, physical restraint, loud disruptive or angry behavior,  
25 abusive language, threatening or harassing emails, phone calls, faxes, text messages or other  
26 forms of electronic media, violating protective orders, throwing objects and any threat or act of  
27 violence as a direct result of the victim's employment duties or responsibilities with the Nation  
28 *[see 223.5-1(a) – (n)]*.
- 29 • Law enforcement officials and other employees of the Nation as well as any other action that  
30 is consistent with the laws of the Nation are exempt when acting in their official capacity *[see*  
31 *223.5-2]*.
- 32 • Non-employees are encouraged to report threats or observed workplace violence. Employees  
33 who experience workplace violence are also encouraged to report the incident and employees  
34 who witness an act of workplace violence are required to report the incident in writing to the  
35 appropriate supervisor *[see 223.6]*.
- 36 • Anonymous threats or letters shall forward a summary of the information in a confidential  
37 manner to the Chief of the Oneida Police Department *[see 223.7-2 and Anonymous Letters*  
38 *Policy O.C. 307.4-1]*. The employee shall also notify the employee's supervisor. The  
39 supervisor is responsible for informing the target of the threat, as well as OPD and local law  
40 enforcement or facility security if appropriate *[see 223.7-2]*.
- 41 • Supervisors are responsible for immediately investigating all reports of workplace violence  
42 and if deemed a workplace violence episode, supervisor must send a written workplace  
43 violence incident report to the Human Resources Department (HRD) *[see 223.8]*.
- 44 • A supervisor may place an employee on investigative leave if the supervisor deems it to be  
45 appropriate, in accordance with the Investigative Leave Policy *[see O.C. 208]* except for that  
46 the EEO Department Director or designee, not the employees supervisor, shall conduct the  
47 investigation *[see 223.8-4]*.
- 48 • An employee will be placed on investigative leave if criminal charges are brought and HRD  
49 will suspend their investigation until the investigation into criminal charges is complete,  
50 except that the EEO Department Director or designee, not the employee's supervisor, shall  
51 conduct the investigation *[see 223.9-3]*.
- 52 • The Equal Employment Opportunity Department is responsible for conducting an  
53 investigation for all allegations of workplace violence with all affected agencies and  
54 departments and following up with preventive factors if necessary, as well as contacting the  
55 Oneida Police Department if criminal acts have occurred. Additionally, EEO will recommend  
56 disciplinary action to the supervisor of the employee found to be in violation of this law *[see*  
57 *223.9]*.

58 B. The proposed legislation is clearly written so employees of the Nation and Oneida Members can  
59 understand the expectations established through this law.

60

**61 SECTION 6. INTENT**

- 62 **A.** The purpose of the law is to provide employees and visitors of the Nation an environment that is free  
63 from violence and the threat of violence. The law creates a means to discipline employees for their  
64 participation in incidents of workplace violence.
- 65 **B.** This legislation applies to employees of the Nation; both during regularly scheduled hours and when in  
66 any of the Nation's workplaces at any time *[see 223.4-1]*.

67

**68 SECTION 7. EFFECT ON EXISTING LEGISLATION**

- 69 **A.** This law works in conjunction with the existing Personnel Policies and Procedures and the  
70 Investigative Leave Policy.

71

**72 SECTION 8. EFFECTS ON EXISTING RIGHTS, PRIVILEGES, OR  
73 OBLIGATIONS**

- 74 **A.** No existing rights will be infringed upon by this legislation.
- 75 **B.** Due process is addressed in the law in that an investigation will be conducted to confirm that the  
76 incident reported was in fact an incident of workplace violence *[see 223.9]*. Additionally, those who  
77 fraudulently report workplace violence may be disciplined according to the Nation's laws governing  
78 employment *[see 223.10]*.
- 79 **C.** No terms of office are affected by this legislation.
- 80 **D.** No agreements are affected by this legislation.
- 81 **E.** The law will not affect any processes currently in place.

82

**83 SECTION 9. ENFORCEMENT**

- 84 **A.** The following is a list of enforcement mechanisms within the law:
- 85 • An employee or supervisor who violates this law may be subject to disciplinary action under the  
86 Nation's laws, policies and rules governing employment up to and including termination *[see*  
87 *223.12-1]*.
  - 88 • An employee who violates this law may be subject to removal from a workplace of the Nation *[see*  
89 *223.12-2]*.
  - 90 • An employee must report workplace violence where the employee witnesses an act or threat of  
91 workplace violence towards anyone else *[see 223.6-3]*.
- 92 **B.** Enforcement of this law is dependent upon supervisor discretion.

93

**94 SECTION 10. ACCOUNTABILITY**

- 95 **A.** The Equal Employment Opportunity Director or designee is responsible for investigations under this  
96 law *[see 223.9]*. The supervisor is responsible for following through with the disciplinary action  
97 recommended by the EEO Director or designee following the investigation or for justifying why the  
98 recommended disciplinary action was not carried out *[see 223.8-5]*.
- 99 **B.** There are no reporting requirements to the BC or the GTC in this law.

100

**Title 2. Employment – Chapter 223**  
**WORKPLACE VIOLENCE**

223.1.	Purpose and Policy	223.8.	Supervisor Responsibilities
223.2.	Adoption, Amendment, Appeal	223.9.	Equal Employment Opportunity Department
223.3.	Definitions		Responsibilities
223.4.	Applicability	223.10.	Fraudulent Report
223.5.	Prohibited Behavior	223.11.	Confidentiality
223.6.	Reporting Workplace Violence	223.12.	Enforcement
223.7.	Future Workplace Violence		

- 
- 1  
2 **223.1. Purpose and Policy**  
3 223.1-1. *Purpose.* The purpose of this law is to provide all Oneida Nation employees and  
4 visitors an environment that is free of violence and the threat of violence.  
5 223.1-2. *Policy.* It is the policy of the Nation to provide a safe and secure environment for  
6 employees to work and for conducting business by establishing the procedures by which  
7 incidents of workplace violence shall be addressed.  
8  
9 **223.2. Adoption, Amendment, Repeal**  
10 223.2-1. This law was adopted by the Oneida Business Committee by resolution BC-  
11 \_\_\_\_\_.  
12 223.2-2. This law may be amended or repealed by the Oneida Business Committee and/or the  
13 Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures  
14 Act.  
15 223.2-3. Should a provision of this law or the application thereof to any person or circumstances  
16 be held as invalid, such invalidity shall not affect other provisions of this law which are  
17 considered to have legal force without the invalid portions.  
18 223.2-4. In the event of a conflict between a provision of this law and a provision of another  
19 law, the provisions of this law shall control.  
20 223.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.  
21  
22 **223.3. Definitions**  
23 223.3-1. This section shall govern the definitions of words and phrases as used within this law.  
24 All words not defined herein shall be used in their ordinary and everyday sense.  
25 (a) “Area Manager” means the person two (2) levels of supervision in the chain of  
26 command above an employee, or an individual designated to be the Area Manager by the  
27 Division Director.  
28 (b) “EEO Department” means the Equal Employment Opportunity Department within the  
29 Nation’s Human Resource Department.  
30 (c) “Employee” means anyone employed by the Oneida Nation in one of the following  
31 employed capacities: full-time, part-time, emergency temporary, limited term or on a  
32 contractual basis.  
33 (d) “Intimidation” means making others feel afraid or fearful through threatening  
34 behavior.  
35 (e) “Nation” means the Oneida Nation.  
36 (f) “Stalking” means unwanted or obsessive attention by an individual or group toward  
37 another person. Stalking includes a course of conduct directed at a specific person that  
38 involves repeated visual or physical proximity, nonconsensual communication, or verbal,

39 written, or implied threats, or a combination thereof, that would cause a reasonable  
40 person fear.

41 (g) "Supervisor" means the person or entity responsible for directly overseeing the  
42 employee.

43 (h) "Threat" means the implication or expression of intent to inflict physical harm or  
44 actions that a reasonable person would interpret as a threat to physical safety or property.

45 (i) "Weapon" means a firearm, knife, electric weapon, club, or any other object intended  
46 to cause harm to oneself or others.

47 (j) "Workplace" means any location owned and operated by the Nation, and any location  
48 where an employee represents the Nation, including over-the-road travel in the Nation's  
49 owned or rented vehicles and circumstances where the employee is being reimbursed for  
50 expenses.

51 (k) "Workplace Violence" means any intentional act committed by an employee in a  
52 workplace that:

53 (1) inflicts, attempts to inflict, or threatens to inflict emotional or bodily harm on  
54 another person; or

55 (2) inflicts, attempts to inflict, or threatens to inflict, damage to property.

56

#### 57 **223.4. Applicability**

58 223.4-1. This law applies to all employees in any of the Nation's workplaces, whether or not the  
59 employee is operating within the course of his or her employment at the time the incident of  
60 workplace violence occurs.

61

#### 62 **223.5. Prohibited Behavior**

63 223.5-1. *Prohibited Behaviors.* Examples of workplace violence include, but are not limited to,  
64 the following prohibited behaviors:

65 (a) intentionally causing physical injury to another person;

66 (b) hitting or shoving;

67 (c) fighting or "horseplay" that may be dangerous to others;

68 (d) direct threats or physical intimidation;

69 (e) implications or suggestions of violence;

70 (f) stalking;

71 (g) possession or use of weapons of any kind on property of the Nation, including  
72 parking lots, other exterior premises or while engaged in activities for the Nation;

73 (h) physical restraint, confinement;

74 (i) loud, disruptive, angry or abusive language or behavior;

75 (j) sending of threatening, harassing or abusive e-mails, letters, faxes, phone calls, text  
76 messages or other form of electronic media;

77 (k) using the workplace to violate protective orders;

78 (l) intentionally damaging property of the Nation or property of another;

79 (m) throwing an object at an individual; and

80 (n) any other act that a reasonable person would perceive as constituting a threat of  
81 violence.

82 223.5-2. *Exceptions to Prohibited Behavior.* The following shall be exempt from this law:

83 (a) Law enforcement officials and security staff are not considered to be in violation of  
84 this law when acting in their official capacity;

- 85 (b) Employees required to use knives or other tools owned by the Nation that could  
86 potentially be used as weapons are not considered to be in violation of this law as long as  
87 the tools are used within the normal scope of employment and not used in a way to  
88 intimidate, threaten or otherwise harm another person within the workplace; and  
89 (c) Any other action that is consistent with laws of the Nation.

90

**91 223.6. Reporting Workplace Violence**

92 223.6-1. *Reporting by a Non-Employee.* Any non-employee is encouraged to report threats of or  
93 observed workplace violence that occurs in the Nation's facilities and workplaces. A report of  
94 workplace violence given to an employee from a non-employee shall be promptly reported in  
95 writing to the employee's supervisor. The supervisor shall perform the initial assessment of the  
96 information pursuant to section 223.8.

97 223.6-2. *Permissive Reporting by an Employee.* An employee may report workplace violence to  
98 his or her supervisor where the employee:

99 (a) is the victim of workplace violence; or

100 (b) believes he or she has been threatened with workplace violence.

101 223.6-3. *Mandatory Reporting by an Employee.* An employee shall report workplace violence  
102 where the employee witnesses an act or threat of workplace violence towards anyone else.

103 (a) *Emergency Situation.* If an emergency exists or the situation is one of immediate  
104 danger to the life and safety of a person, the employee shall, if possible without causing  
105 themselves to be in danger, contact the Oneida Police Department or local law  
106 enforcement, and facility security if determined appropriate, and take whatever  
107 emergency steps are available and appropriate to protect himself or herself from  
108 immediate harm. The employee shall report the incident in writing to the appropriate  
109 supervisor as soon as possible.

110 (b) *Non-Emergency Situation.* If a non-emergency situation exists the employee shall  
111 report the incident in writing to the appropriate supervisor as soon as possible if the  
112 situation is not one of immediate danger to life and safety.

113 223.6-4. *Reporting the Behavior of a Supervisor.* If the incident of alleged workplace violence  
114 involves the supervisor, the employee shall report the incident to the supervisor's supervisor, or  
115 if none exists, to the area manager.

116 223.6-5. *Reporting Restraining Orders.* An employee who possesses a current restraining order  
117 against another employee, shall immediately supply a copy of the signed order to his or her  
118 supervisor.

119 (a) The supervisor shall provide copies of the restraining order to the area manager and  
120 the EEO Department Director or designee.

121

**122 223.7. Future Workplace Violence**

123 223.7-1. Where an employee has reason to believe that he, she or others, may be victimized  
124 sometime in the future, either at the workplace or as a direct result of their employment with the  
125 Nation, he or she is encouraged to provide this information in writing to his or her supervisor for  
126 an initial assessment pursuant to section 223.8-1.

127 (a) If an employee reports a possibility of future workplace violence to his or her  
128 supervisor the supervisor shall inform the EEO Department Director or designee.

129 (b) The EEO Department Director or designee shall inform the Oneida Police  
130 Department or local law enforcement and/or facility security if determined appropriate.

131 223.7-2. *Anonymous threats or letters.* In the event that an employee receives anonymous  
132 threats or letters, the employee shall immediately forward a summary of such information in a  
133 confidential manner to the Chief of the Oneida Police Department in accordance with the  
134 Nation's laws, policies and rules governing anonymous letters. The employee shall then  
135 immediately notify his or her supervisor. The supervisor shall notify the target of the threat, take  
136 measures to ensure safety, and ensure that the Oneida Police Department as notified, and notify  
137 local law enforcement and/or facility security if determined appropriate.  
138

### 139 **223.8. Supervisor Responsibilities**

140 223.8-1. Upon receiving a report of workplace violence or otherwise becoming aware of a threat  
141 of workplace violence or a workplace violence episode, a supervisor shall immediately conduct  
142 an assessment of the situation and determine if an emergency exists or if the situation is one of  
143 immediate danger.

144 223.8-2. *Emergency Situation.* If an emergency situation exists and if possible without causing  
145 themselves to be in danger, a supervisor shall immediately contact the Oneida Police Department  
146 or local law enforcement, and facility security if appropriate, and take whatever emergency steps  
147 are available and appropriate to protect himself or herself, employees and others from immediate  
148 harm.

149 223.8-3. *Non-Emergency Situation.* If the situation is not creating immediate danger to life and  
150 safety, the supervisor shall speak to the person reporting the incident and assess the situation.

151 (a) If the supervisor deems the episode is not a workplace violence problem then the  
152 investigation as a workplace violence matter ends.

153 (b) Where the supervisor deems the episode as a workplace violence matter, he or she  
154 shall prepare a written Workplace Violence Incident Report detailing the complaint. The  
155 supervisor shall then forward this report to the EEO Department Director or designee.

156 223.8-4. *Investigative Leave.* A supervisor may place an employee alleged to be involved in a  
157 workplace violence incident on investigative leave, if the supervisor deems the investigative  
158 leave necessary and appropriate, in accordance with the Nation's laws, policies and rules  
159 governing investigative leave except for the EEO Department Director or designee, not the  
160 employee's supervisor, shall conduct the investigation of the alleged workplace violence  
161 incident.

162 223.8-5. A supervisor shall consider the recommendation for disciplinary action provided by the  
163 EEO Department Director or designee pursuant to section 223.9-4(b) when carrying out a  
164 disciplinary action of an employee. The supervisor shall carry out any disciplinary action of an  
165 employee within five (5) days of receiving the recommendation. If the supervisor does not  
166 follow the disciplinary action recommendation provided by the EEO Department Director or  
167 designee, the supervisor shall provide justification for the deviation from the recommendation to  
168 the EEO Department Director and the supervisor's Area Manager.  
169

### 170 **223.9. Equal Employment Opportunity Department Responsibilities**

171 223.9-1. The EEO Department Director, or an individual assigned as designee by the EEO  
172 Department Director, shall be responsible for investigating alleged workplace violence.

173 223.9-2. Upon receipt of a completed Workplace Violence Incident Report, or other acceptable  
174 written notice of an allegation of workplace violence, the EEO Department Director or designee  
175 shall coordinate with all involved agencies or departments and immediately conduct an  
176 investigation which may include the following duties:

177 (a) Personally visit the scene of an incident as soon as possible;

- 178 (b) Interview employees and other witnesses;  
179 (c) Examine the workplace for security risk factors associated with the incident, including  
180 examination of any reports of inappropriate behavior by the perpetrator;  
181 (d) Determine the cause of the incident;  
182 (e) Determine what mitigating action could prevent the incident from recurring;  
183 (f) Record the findings and recommended mitigating actions; and  
184 (g) Contact the Oneida Police Department and/or any other appropriate law enforcement  
185 agency when necessary;  
186 (h) Review relevant video surveillance footage if available, in accordance with standard  
187 operating procedures on the subject; and  
188 (i) Any other investigative methods necessary for a thorough investigation.

189 223.9-3. In performing these investigative duties, the EEO Department Director or designee  
190 shall not interfere in the investigation of any law enforcement agencies. If at any time criminal  
191 charges are brought against an employee as a result of an incident of workplace violence, then  
192 the employee shall be placed on investigative leave in accordance with the Nation's laws,  
193 policies and rules governing investigative leave, except for the EEO Department Director or  
194 designee, not the employee's supervisor, shall conduct the investigation of the alleged workplace  
195 violence incident.

196 223.9-4. Upon completion of the investigation, the EEO Department Director or designee shall:  
197 (a) implement any preventive factors within the Nation's Human Resources  
198 Department's authority;  
199 (b) provide a written report of the investigation and recommendation for disciplinary  
200 action, if any, to the supervisor of the employee;  
201 (c) notify the Oneida Police Department or local law enforcement when a potential  
202 criminal act has occurred; and  
203 (d) refer employees to post-event trauma counseling for those employees desiring such  
204 assistance.

205 223.9-5. *Employee Resignation.* An employee who resigns from their position when there is an  
206 ongoing investigation or in lieu of a termination shall not be eligible for hiring consideration in a  
207 different position within the Nation for three (3) years from the date of the resignation. The EEO  
208 Department Director or designee shall remain responsible for completing the investigation in the  
209 event an employee resigns during an investigation.

210 223.9-6. In appropriate circumstances, the EEO Department Director or designee shall inform  
211 the reporting individual of the results of the investigation which would not compromise the  
212 legally-protected confidentiality of any other person.

213

### 214 **223.10. Fraudulent Report**

215 223.10-1. If at any time the EEO Department Director or designee, or supervisor is made aware  
216 that an employee or supervisor has made a report other than in good faith, the employee or  
217 supervisor may be disciplined according to the Nation's laws, policies and rules governing  
218 employment, up to and including termination.

219

### 220 **223.11. Confidentiality**

221 223.11-1. To the extent possible, the Nation shall maintain the confidentiality of employees and  
222 the investigation. However, the Nation may need to disclose results in appropriate circumstances;  
223 for example, in order to protect individual safety.

224 223.11-2. Information related to the application of this law is strictly confidential. Information  
225 shall not be disclosed to third parties unless:  
226 (a) the prior written consent of the alleged victim is obtained;  
227 (b) the release of information is in compliance with a court order; and/or  
228 (c) the release of information is pursuant to applicable laws and/or policies.  
229

230 **223.12. Enforcement**

231 223.12-1. An employee or supervisor who violates this law may be subject to disciplinary action  
232 under the Nation’s laws, policies and rules governing employment, up to and including  
233 termination.

234 223.12-2. An employee who violates this law may be subject to removal from a workplace of  
235 the Nation.

236  
237 *End*

238  
239 

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Adopted – BC-

FINANCE ADMINISTRATION  
Fiscal Impact Statement



# MEMORANDUM

DATE: May 15, 2017  
 FROM: Rae Skenandore, Project Manager  
 TO: Larry Barton, Chief Financial Officer  
 Ralinda Ninham-Lamberies, Assistant Chief Financial Officer  
 RE: **Fiscal Impact of the Workplace Violence Law**

## I. Estimated Fiscal Impact Summary

<b>Law:</b> Workplace Violence		Draft 8
<b>Implementing Agency</b>	Equal Employment Opportunity Department	
<b>Estimated time to comply</b>		
<b>Estimated Impact</b>	<b>Current Fiscal Year</b>	<b>10 Year Estimate</b>
Start up	\$0	
Personnel	\$0	
Office	\$0	
Documentation Costs	\$0	
<b>Total Estimated Fiscal Impact</b>	<b>\$0</b>	<b>\$0</b>
<b>Revenue and cost considerations</b>	None	
<b>Uncertainties and Unknowns</b>	None	

## II. Background

**A. Legislative History**  
 This is a new Law.

**B. Summary of the Content of the Law**

1. Applies to all employees in any workplace of the Nation regardless of whether the employee is working at the time the incident.
2. Lists examples of prohibited behaviors.
3. Assigns responsibilities for supervisors and Equal Employment Opportunity employees and provides procedures for reporting and investigating potential and current workplace violence incidents.
4. Describes enforcement mechanisms for a violation of this Law.

**C. Methodology and Assumptions**

1. A “Fiscal Impact Statement” means an estimate of the total identifiable fiscal year financial effects associated with legislation and includes startup costs, personnel, office, documentation costs, as well as an estimate of the amount of time necessary for an agency to comply with the law after implementation.
2. Finance does NOT identify the source of funding for the estimated cost or allocate any funds to the legislation.
3. The analysis was completed based on the information provided as of the date of this memo.

**II. Agency Response**

The Equal Employment Opportunity Department (EEO) within HRD does not anticipate any financial impact and the Law could be implemented immediately upon approval. The Human Resource Department (HRD) currently conducts training on a quarterly basis.

**III. Financial Impact**

No impact.

**IV. Recommendation**

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

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Adoption Resolution: Second Extension of the Effective Date of the Community Support Fund Law

**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: Jennifer Falck, Director, Legislative Reference Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Candice E. Skenandore, Legislative Analyst, Legislative Reference Office  
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 28, 2017  
 RE: Second Extension of the Effective Date of the Community Support Fund Law

---

Please find the following attached backup documentation for your consideration:

1. Resolution: Second Extension of the Effective Date of the Community Support Fund Law
2. Statement of Effect: Second Extension of the Effective Date of the Community Support Fund Law

#### *Overview*

The Community Support Fund law (“the Law”) was adopted by the Oneida Business Committee pursuant to resolution BC-05-15-96-A, and amended by resolution BC-01-08-97-G, BC-12-01-13-D, and most recently with BC-01-11-17-B. The most recent amendments to the Law were set to become effective on May 11, 2017.

The Law states that the Social Services Area of Governmental Services Division is responsible for operation of the Community Support Fund (“the Fund”) but that the Social Services Area may designate the operation of the Fund to a department within its control. The Law also delegates rulemaking authority to the operators of the Fund to create rules to manage the Fund including the list of categories the Fund covers and funding caps.

The Fund operator did not create and prepare rules regarding the management of the Fund in time for the Law to become effective. The Fund operator needed additional time to develop and make effective the rules regarding management of the Fund in accordance with the process set forth in the Administrative Rulemaking law. Due to the fact that the Law is so dependent on the development and use of Community Support Fund Rules, the Law cannot become effective until the rules are created and prepared.

The Oneida Business Committee extended the effective date of the law, as stated in resolution BC-01-11-17-B, an additional one hundred and twenty (120) calendar days from May 11, 2017, to September 8, 2017. The Oneida Business Committee also provided the Fund operator until September 8, 2017, when the law becomes effective to create and make effective rules in accordance with the Law.

The extension of the effective date of the Community Support law is soon after the general elections, so it is necessary to extend the timeline for the rules and effective date of the Law to allow the incoming Oneida Business Committee enough time to become familiar with the legislation. Therefore, the Fund operator again needs additional time to make effective the rules

regarding management of the Fund in accordance with the process set forth in the Administrative Rulemaking law.

This resolution provides for a second extension of the effective date of the law, extending the effective date of the law until October 26, 2017. This resolution also allows the Fund operator until October 26, 2017, when the law becomes effective to create and make effective rules in accordance with the Law.

**Requested Action**

Approve the Resolution: Second Extension of the Effective Date of the Community Support Fund Law

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

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**BC Resolution # \_\_\_\_\_**  
**Second Extension of the Effective Date of the Community Support Fund Law**

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

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

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

**WHEREAS,** the Oneida Business Committee originally adopted the Community Support Fund law (“the Law”) pursuant to resolution BC-05-15-96-A, and made amendments pursuant to resolution BC-01-08-97-G, BC-12-01-13-D, and most recently with BC-01-11-17-B; and

**WHEREAS,** the most recent amendments were originally set to become effective on May 11, 2017; and

**WHEREAS,** the Law states that the Social Services Area of Governmental Services Division is responsible for operation of the Community Support Fund (“the Fund”) but may designate the operation of the Fund to a department within its control; and

**WHEREAS,** the Law delegates rulemaking authority to the operators of the Fund to create rules to manage the Fund including the list of categories the Fund covers and funding caps; and

**WHEREAS,** the Fund operator needed additional time to develop and make effective the rules regarding management of the Fund in accordance with the process set forth in the Administrative Rulemaking law; and

**WHEREAS,** the Law is so dependent on the development and use of Community Support Fund rules that the Law cannot become effective until the rules are created and prepared; and

**WHEREAS,** the Oneida Business Committee extended the effective date of the Law in resolution BC-04-12-17-B to September 8, 2017, to allow for the rules to be promulgated and become effective; and

**WHEREAS,** the extended effective date of the Law lands soon after the transition of the incoming newly elected Oneida Business Committee, so it is necessary to allow time for the new Oneida Business Committee to become familiar with the Law and the process set forth in the Administrative Rulemaking law; and

**WHEREAS,** the Fund operator again needs additional time to make effective the rules regarding management of the Fund in accordance with the process set forth in the Administrative Rulemaking law.

51 **NOW THEREFORE BE IT RESOLVED**, the effective date of the Community Support Fund law as stated  
52 in resolution BC-01-11-17-B, and extended in resolution BC-04-12-17-B, is again extended until October  
53 26, 2017.

54  
55 **NOW THEREFORE BE IT FURTHER RESOLVED**, that the Fund operator shall have until October 26,  
56 2017, when the law becomes effective to create and make effective rules in accordance with the Law.



Oneida Nation  
Oneida Business Committee  
Legislative Operating Committee  
PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



## **Statement of Effect**

### *Second Extension of the Effective Date of the Community Support Fund Law*

#### **Summary**

This resolution further extends the effective date of the Community Support Fund law.

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

#### **Analysis by the Legislative Reference Office**

This resolution provides a second extension of the effective date of the Community Support Fund law. The most recent amendments to the Community Support Fund law were originally set to become effective on May 11, 2017, as stated in resolution BC-01-11-17-B. The Oneida Business Committee extended the effective date of the Law an additional one hundred and twenty (120) days in resolution BC-04-12-17-B, so that the Community Support Fund law would become effective on September 8, 2017. This resolution again extends the effective date of the Community Support Fund law until October 26, 2017.

This Resolution also requires that the Fund operator shall have until the law becomes effective on October 26, 2017, to create and make effective rules in accordance with the Community Support Fund 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: 06 / 28 / 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:

Enter E-Poll results into the record for adoption of resolution # 06-14-17-A Real Property Law Probate Rules Extension.

**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: Requestor: Brandon Stevens, Councilman/LOC Chair  
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 Wednesday, June 14, 2017, at 1:32 p.m., the following E-Poll was conducted:

**Summary:**

Request for an e-poll to be conducted to adopt resolution entitled Real Property Law Probate Rules Extension. The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

**Requested Action:**

Adopt resolution entitled Real Property Law Probate Rules Extension.

**Deadline for response:**

The voting will be open for twelve (12) hours.

Responses are due no later than 1:30 a.m. on Thursday, June 15, 2017.

As of the deadline, below are the results:

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

Per section 5.4. of the BC SOP "Conducting Electronic Voting", attached are copies of any comment by an OBC member made beyond a vote.

**\*\*\*REQUESTED ACTION\*\*\***

Enter E-Poll results into the record for adoption of resolution # 06-14-17-A Real Property Law Probate Rules Extension.

- 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

---

**From:** TribalSecretary  
**Sent:** Thursday, June 15, 2017 11:12 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:** BC\_Agenda\_Requests; LOC; 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  
**Subject:** E-POLL RESULTS: Adopt resolution entitled Real Property Law Probate Rules Extension  
**Attachments:** E-Poll Request - Adopt resolution entitled Real Property Law Probate Rules Extension.pdf; FB Response.pdf

**Importance:** High

**Categories:** Next Meeting

### E-POLL RESULTS

The E-Poll request to adopt resolution entitled Real Property Law Probate Rules Extension, **has been approved**. As of the deadline, below are the results:

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

Per section 5.4. of the BC SOP "Conducting Electronic Voting", attached are copies of any comment by an OBC member made beyond a vote.

Lisa Liggins  
Assistant to Secretary Summers  
Oneida Business Committee



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

office 920.869.4434  
cell 920.819.7344  
fax 920.869.4040

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

---

**From:** TribalSecretary  
**Sent:** Wednesday, June 14, 2017 1:32 PM  
**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  
**Subject:** E-Poll Request - Adopt resolution entitled Real Property Law Probate Rules Extension  
**Attachments:** E-Poll Request - Adopt resolution entitled Real Property Law Probate Rules Extension.pdf  
**Importance:** High

## **E-POLL REQUEST**

### **Summary:**

Request for an e-poll to be conducted to adopt resolution entitled Real Property Law Probate Rules Extension. The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

### **Requested Action:**

Adopt resolution entitled Real Property Law Probate Rules Extension.

### **Deadline for response:**

The voting will be open for twelve (12) hours.

Responses are due no later than **1:30 a.m. on Thursday, June 15, 2017.**

### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "support" or "oppose".

Lisa Liggins  
Assistant to Secretary Summers  
Oneida Business Committee



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

office 920.869.4434  
cell 920.819.7344

---

**From:** Fawn J. Billie  
**Sent:** Wednesday, June 14, 2017 5:08 PM  
**To:** TribalSecretary  
**Subject:** RE: E-Poll Request - Adopt resolution entitled Real Property Law Probate Rules Extension

Approve, with changing Oneida Tribe to Oneida Nation in resolution.

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: TribalSecretary <[TribalSecretary@oneidanation.org](mailto:TribalSecretary@oneidanation.org)>  
Date: 6/14/17 1:31 PM (GMT-06:00)  
To: TribalSecretary <[TribalSecretary@oneidanation.org](mailto:TribalSecretary@oneidanation.org)>, "Brandon L. Yellowbird-Stevens" <[bstevens@oneidanation.org](mailto:bstevens@oneidanation.org)>, "Cristina S. Danforth" <[tdanfort@oneidanation.org](mailto:tdanfort@oneidanation.org)>, "David P. Jordan" <[djordan1@oneidanation.org](mailto:djordan1@oneidanation.org)>, "Fawn J. Billie" <[fbillie@oneidanation.org](mailto:fbillie@oneidanation.org)>, "Jennifer A. Webster" <[JWEBSTE1@oneidanation.org](mailto:JWEBSTE1@oneidanation.org)>, "Lisa M. Summers" <[lsummer2@oneidanation.org](mailto:lsummer2@oneidanation.org)>, "Melinda J. Danforth" <[mdanforj@oneidanation.org](mailto:mdanforj@oneidanation.org)>, "Patricia M. King" <[tking@oneidanation.org](mailto:tking@oneidanation.org)>, "Ronald W. Hill" <[rhill7@oneidanation.org](mailto:rhill7@oneidanation.org)>  
Cc: "Brian A. Doxtator" <[bdoxtat2@oneidanation.org](mailto:bdoxtat2@oneidanation.org)>, "Cathy L. Bachhuber" <[cbachhub@oneidanation.org](mailto:cbachhub@oneidanation.org)>, "Danelle A. Wilson" <[dwilson1@oneidanation.org](mailto:dwilson1@oneidanation.org)>, "Jessica L. Wallenfang" <[JWALLENF@oneidanation.org](mailto:JWALLENF@oneidanation.org)>, "Leyne C. Orosco" <[lorosco@oneidanation.org](mailto:lorosco@oneidanation.org)>, "Lisa A. Liggins" <[lliggins@oneidanation.org](mailto:lliggins@oneidanation.org)>, "Lora L. Skenandore" <[LSKENAN3@oneidanation.org](mailto:LSKENAN3@oneidanation.org)>, "Michael T. Debraska" <[mdebrask@oneidanation.org](mailto:mdebrask@oneidanation.org)>, "Rhiannon R. Metoxen" <[rmetoxe2@oneidanation.org](mailto:rmetoxe2@oneidanation.org)>, "Tammy M. Skenandore" <[tskenan9@oneidanation.org](mailto:tskenan9@oneidanation.org)>  
Subject: E-Poll Request - Adopt resolution entitled Real Property Law Probate Rules Extension

## **E-POLL REQUEST**

### **Summary:**

Request for an e-poll to be conducted to adopt resolution entitled Real Property Law Probate Rules Extension.

The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: \_\_\_ / \_\_\_ / \_\_\_

**E-POLL REQUEST**

**2. General Information:**

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

Agenda Header:

Accept as Information only

Action - please describe:

Adopt resolution entitled Real Property Law Probate Rules Extension

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. <input type="text" value="BCAR and supporting documents"/>	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: Lisa Liggins, Executive Assistant II  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Originally submitted by: Jennifer Falck, LRO Director  
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 for an e-poll to be conducted to adopt resolution entitled Real Property Law Probate Rules Extension.

The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

**REQUESTED ACTION:**

Adopt resolution entitled Real Property Law Probate Rules Extension.

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

### 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

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**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-05-29-96-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.

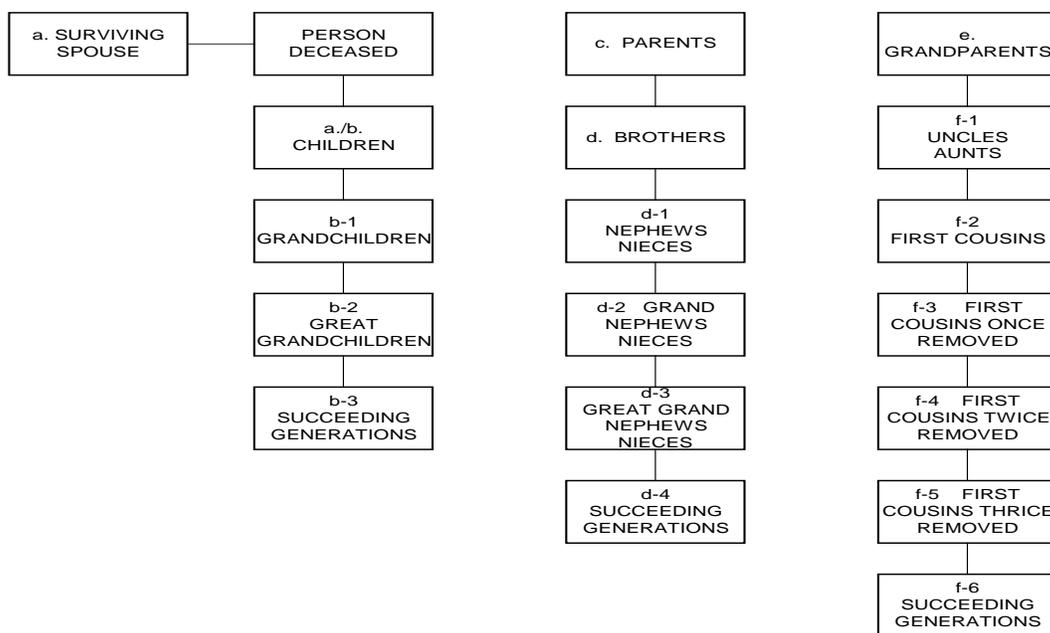
**NOW THEREFORE BE IT RESOLVED,** that in recognition that the Division of Land Management and the Oneida Land Commission have not yet promulgated the rules governing probate administration, the following provision shall replace section 601.8 of the Real Property law until the probate rules are promulgated 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 ten day 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 all 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 (c) 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 lineal 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) Ample time 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 unpredicted circumstances or unavailable information impedes the progress 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 land is part of the Ruling, it shall also be recorded at the County Register of  
209 Deeds.

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

212  
213 **NOW THEREFORE 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 allotted 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  
PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



## **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 amendments, 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: 06 / 28 / 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:

Enter E-Poll results into the record for adoption of resolution # 06-14-17-B Oneida Nation Seal and Flag Rules Second Extension.

**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: Requestor: Brandon Stevens, Councilman/LOC Chair  
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 Wednesday, June 14, 2017, at 1:32 p.m., the following E-Poll was conducted:

Summary:

Request for an e-poll to be conducted to adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension.

The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

Requested Action:

Adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension.

Deadline for response:

The voting will be open for twelve (12) hours.

Responses are due no later than 1:30 a.m. on Thursday, June 15, 2017.

As of the deadline, below are the results:

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

\*\*\*REQUESTED ACTION\*\*\*

Enter E-Poll results into the record for adoption of resolution # 06-14-17-B Oneida Nation Seal and Flag Rules Second Extension.

- 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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**From:** TribalSecretary  
**Sent:** Thursday, June 15, 2017 11:12 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:** BC\_Agenda\_Requests; LOC; 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  
**Subject:** E-POLL RESULTS: Adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension  
**Attachments:** E-Poll Request - Adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension.pdf  
**Importance:** High  
**Categories:** Next Meeting

### E-POLL RESULTS

The E-Poll request to adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension, **has been approved**. As of the deadline, below are the results:

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

Lisa Liggins  
Assistant to Secretary Summers  
Oneida Business Committee



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

office 920.869.4434  
cell 920.819.7344  
fax 920.869.4040

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

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**From:** TribalSecretary  
**Sent:** Wednesday, June 14, 2017 1:32 PM  
**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  
**Subject:** E-Poll Request - Adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension  
**Attachments:** E-Poll Request - Adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension.pdf  
**Importance:** High

## **E-POLL REQUEST**

### **Summary:**

Request for an e-poll to be conducted to adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension.

The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

### **Requested Action:**

Adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension.

### **Deadline for response:**

The voting will be open for twelve (12) hours.

Responses are due no later than **1:30 a.m. on Thursday, June 15, 2017.**

### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "support" or "oppose".

Lisa Liggins  
Assistant to Secretary Summers  
Oneida Business Committee



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

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: \_\_\_ / \_\_\_ / \_\_\_

**E-POLL REQUEST**

**2. General Information:**

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

Agenda Header:

Accept as Information only

Action - please describe:

Adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. <input type="text" value="BCAR and supporting documents"/>	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: Lisa Liggins, Executive Assistant II  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Originally submitted by: Jennifer Falck, LRO Director  
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 for an e-poll to be conducted to adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension.

The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

**REQUESTED ACTION:**

Adopt resolution entitled Oneida Nation Seal and Flag Rules Second Extension.

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

### 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-01-11-17-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](http://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~~ **MEETING CANCELLED**

**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: 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  
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**LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES**  
 Business Committee Conference Room-2<sup>nd</sup> 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, Leyne Orosco, 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 1:39 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 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.

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: 06 / 28 / 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:

Accept the June 7, 2017 LOC meeting minutes

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.  3.

2.  4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor: Jennifer Falck, Director, Legislative Reference Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Candice E. Skenandore, Legislative Analyst, Legislative Reference 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:

The purpose of this request is to ask the OBC to accept the attached LOC meeting minutes. In accordance with the LOC Bylaws, all minutes shall be submitted to the Tribal Secretary's Office within 30 calendar days after approval by the LOC [See LOC Bylaws, 4-2(a)].

Action Requested:

Accept the LOC meeting minutes of June 7, 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@oneidation.org](mailto:BC_Agenda_Requests@oneidation.org)



**Oneida Nation**  
 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54155-0365  
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**LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES**  
 Business Committee Conference Room-2<sup>nd</sup> Floor Norbert Hill Center  
 June 7, 2017 9:00 a.m.

**Present:** Tehassi Hill, Brandon Stevens, Fawn Billie, David P. Jordan

**Others Present:** Jennifer Falck, Candice Skenandore, Clorissa Santiago, Tani Thurner, Rae Skenandore, Krystal John, Robert J. Collins II, Bonnie Pigman, Mike Debraska, Leyne Orosco, Cathy Bachhuber, Dakota Oskey, Jamel Ness, RC Metoxen, Michelle Gordon, Brad Graham, Bill Graham, Patti Hoeft, Wes Martin, Dale Powless, Kelly McAndrews, Ed Delgado

**I. Call to Order and Approval of the Agenda**

Brandon Stevens called the June 7, 2017 Legislative Operating Committee meeting to order at 9:01 a.m.

Motion by Tehassi Hill to adopt the agenda, seconded by David P. Jordan. Motion carried unanimously.

**II. Minutes to be approved**

**1. May 17, 2017 LOC Meeting Minutes**

Motion by Tehassi Hill to approve the May 17, 2017 LOC meeting minutes; seconded by David P. Jordan. Motion carried unanimously.

**III. Current Business**

**1. Comprehensive Policy Governing Boards, Committees, and Commissions**

**Amendments (01:04-02:20)**

Motion by Tehassi Hill to approve the public meeting packet with the changes discussed yesterday and forward the Comprehensive Policy Governing Boards, Committees and Commissions Amendments to a public meeting to be held on June 29, 2017; noting that the fiscal impact statement be submitted to the Legislative Reference Office by June 28, 2017; seconded by Fawn Billie. Motion carried unanimously.

**2. Cemetery Law Amendments (02:20-27:54)**

Motion by David P. Jordan to approve the public meeting memorandum and make the changes discussed today; seconded by Fawn Billie. Motion carried unanimously.

Motion by David P. Jordan to direct the Legislative Reference Office to prepare an adoption packet; second by Tehassi Hill. Motion carried unanimously.

**3. GTC Meetings Law (27:54-29:54)**

Motion by David P. Jordan to approve the public meeting packet and to forward the GTC Meetings Law to a public meeting to be held on June 29, 2017; noting that the fiscal impact statement be submitted to the Legislative Reference Office by June 28, 2017; seconded by Tehassi Hill. Motion carried unanimously.

4. **Sanctions and Penalties Law (29:59-32:22)**  
Motion by Fawn Billie to forward the Sanctions and Penalties Law to the Legislative Reference Office for a legislative analysis to be brought back for the July 5, 2017 LOC meeting; seconded by David P. Jordan. Motion carried unanimously.
5. **Petition: Child Care Department Consumer Complaint Policy (32:22-33:30)**  
Motion by Fawn Billie to approve the public meeting packet and forward the Petition: Child Care Department Consumer Complaint law to a public meeting to be held on June 29, 2017; noting that the fiscal impact statement be submitted to the Legislative Reference Office by June 28, 2017; seconded by David P. Jordan. Motion carried unanimously.
6. **Administrative Rulemaking Amendments (33:30-36:15)**  
Motion by Tehassi Hill to approve the public meeting packet and forward the Administrative Rulemaking Amendments to a public meeting to be held on June 29, 2017; noting that the fiscal impact statement be submitted to the Legislative Reference Office by June 28, 2017; seconded by David P. Jordan. Motion carried unanimously.
7. **Children's Code (36:15-01:46:25)**  
Motion by Fawn Billie to accept the public meeting comment response memorandum and to direct the Legislative Reference Office to update the legislative analysis based on the changes resulting from public meeting comment consideration; seconded by Tehassi Hill. Motion carried unanimously.
8. **Business Committee Meetings Law (01:46:30-01:47:25)**  
Motion by Fawn Billie to accept the Business Committee Meetings Law public comments and to defer to a work meeting; seconded by Tehassi Hill. Motion carried unanimously.
9. **Workplace Violence (01:47:25-01:47:56)**  
Motion by David P. Jordan to accept the Workplace Violence public meeting comments and to defer to a work meeting; seconded by Fawn Billie. Motion carried unanimously.

#### IV. New Submissions

#### V. Additions

#### VI. Administrative Updates

1. **Oneida Nation Seal and Flag Rules Extension (01:47:56-01:48:25)**  
Motion by David P. Jordan to accept the Resolution: Oneida Nation Seal and Flag Rules Second Extension and forward to the Oneida Business Committee for consideration; seconded by Fawn Billie. Motion carried unanimously.
2. **Real Property Rules Extension (01:48:25-01:48:53)**  
Motion by David P. Jordan to accept the Resolution: Real Property Law Probate Rules Extension and forward to the Oneida Business Committee for consideration; seconded by Fawn Billie. Motion carried unanimously.

3. **Legal Resource Center E-Poll (01:48:53-01:49:25)**  
Motion by David P. Jordan to approve the May 17, 2017 E-Poll regarding the Legal Resource Center; seconded by Fawn Billie. Motion carried unanimously.
4. **Hunting, Fishing, and Trapping E-Poll (01:49:25-01:49:44)**  
Motion by Tehassi Hill to approve the May 23, 2017 E-Poll regarding the Hunting, Fishing, and Trapping law; seconded by Fawn Billie. Motion carried unanimously.
5. **LOC Update – Kalihwisaks (01:49:44-01:50:52)**  
Motion by Fawn Billie to accept the LOC update for publication in the Kalihwisaks; seconded by Tehassi Hill. Motion carried unanimously.
6. **Oneida Housing Authority Home Ownership Rule Certification (01:50:52-01:52:29)**  
Motion by Tehassi Hill to certify the Oneida Housing Authority Home Ownership Rule and forward to the Oneida Business Committee for review; seconded by Fawn Billie. Motion carried unanimously.

*Note: the memorandum identifies that the rule will not become effective until the day after Oneida Business Committee review.*

## **VII. Executive Session**

## **VIII. Adjourn**

Motion by Fawn Billie to adjourn the June 7, 2017 Legislative Operating Committee meeting at 10:54 a.m.; seconded by Tehassi Hill. Motion carried unanimously.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~6 / 14 / 17~~ **MEETING CANCELLED**

**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: 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 7, 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 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 106.7-3 of the Administrative Rulemaking law.

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 40 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

10  
11  
12  
13

9

#### 14 **4.1. Purpose and Delegation**

15 4.1-1. *Purpose.* The purpose of this rule is to provide additional eligibility requirements,  
 16 selection procedures and general requirements that govern the Comprehensive Housing  
 17 Division’s income-based homeownership program. The mission of the income-based  
 18 homeownership program is to offer Tribal members homeownership opportunities without  
 19 requiring credit checks or down payments which offers payment plans that may include federal  
 20 subsidy, is free of interest, and with payment amounts based on household income. It is always  
 21 the Comprehensive Housing Division’s policy to develop, maintain, and operate affordable  
 22 housing in safe, sanitary and healthy environments within the reservation.

23 4.1-2. *Delegation.* The Landlord-Tenant law delegated the Comprehensive Housing Division  
 24 and Land Commission joint rulemaking authority pursuant to the Administrative Rulemaking  
 25 law. However that delegation excluded the Land Commission from having joint authority where  
 26 the rules relate solely to premises administered pursuant to federal funding. Accordingly, the  
 27 Comprehensive Housing Division has sole rulemaking authority for these rules.

28

#### 29 **4.2. Adoption and Authority**

30 4.2-1. This rule was adopted by the Comprehensive Housing Division in accordance with the  
 31 procedures of the Administrative Rulemaking law.

32 4.2-2. This rule may be amended or repealed by the approval of the Comprehensive Housing  
 33 Division pursuant to the procedures set out in the Administrative Rulemaking law.

34 4.2-3. Should a provision of this rule or the application thereof to any person or circumstances  
 35 be held as invalid, such invalidity shall not affect other provisions of this rule which are  
 36 considered to have legal force without the invalid portions.

37 4.2-4. In the event of a conflict between a provision of this rule and a provision of another rule,  
 38 internal policy, procedure or other regulation, the provisions of this rule control.

39 4.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements  
 40 relating to the Landlord-Tenant law, provided that tenants are currently subject to the Mutual  
 41 Help Agreement shall remain subject to the Mutual Help Agreement with this rule applying to all  
 42 future rent-to-own agreements entered into by the Comprehensive Housing Division.

43

#### 44 **4.3. Definitions**

45 4.3-1. This section governs the definitions of words and phrases used within this rule. All  
 46 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.<sup>1</sup>
- 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 NAHASDA, 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.<sup>2</sup> 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

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<sup>1</sup> 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.

<sup>2</sup> 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.<sup>3</sup>
- 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 a live-in 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 for a limited 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, nonrecurring 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.<sup>4</sup>
- 122 4.4-4. *Minimum Income.* Applicants shall have a minimum income of \$30,000 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

<sup>3</sup> See HUD Occupancy Handbook, Exhibit 5-2: Assets.

<sup>4</sup> 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

#### 145 **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. If, 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 requests 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 how 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 expenses<sup>5</sup> 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 \$25.00 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

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<sup>5</sup> 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 thereof.

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 garages. 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.
- 383

#### 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 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 tenants' 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 tenants' 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 Agreements.* Limited term rental agreements are available in  
434 accordance with article 2.8-6(a)(1) and 2.8-6(b)(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 (91<sup>st</sup>) 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:

**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 inspections, updates and agreement cancellation.

**Statement of Effect:** See Attached.

**Financial Analysis:** See Attached.

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**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.*



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 Oneida Business Committee  
 Legislative Operating Committee  
 PO Box 365 • Oneida, WI 54155-0365  
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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 N. 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 said 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-10-12-16-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><b>Rule No. 4, Section 4.7-2(a) Payment Amount – Line 256.</b></p> <p>Monthly plans will now offer a 15%, 20%, 25%, or 30% of adjusted gross income payment, in addition to an administrative fee.</p> <p>Current plans offer a 15% of adjusted gross income payment, including the administrative fee.</p> <p>Changes in 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><b>Rule No. 4, Section 4.7-2(d) Federal Subsidy – Line 296.</b></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><b>Financial Comparison Model</b></p> <p><u>Scenario – Current Model</u></p> <ul style="list-style-type: none"> <li>• New House Value = \$280,000</li> <li>• Ghost Payment (Value/180 months) = \$1,555</li> <li>• Min. Household Income \$2,500 monthly</li> <li>• Payment = \$375 (\$275 principal &amp; \$100 admin. Fee) - 15% of adjusted monthly income.</li> <li>• 15 year agreement satisfaction</li> <li>• Principal paid - \$49,500</li> <li>• Federal Subsidy = \$230,500</li> </ul> <p><u>Scenario – New Program Model</u></p> <ul style="list-style-type: none"> <li>• New House Value = \$280,000</li> <li>• Federal Subsidy = \$84,000 (30% of cost)</li> <li>• Loan Amount – \$196,000</li> <li>• Min. Household Income \$2,500 monthly</li> <li>• Payment = \$500 (20%) principal + \$100 admin fee</li> <li>• Principal paid = \$196,000</li> <li>• Agreement satisfaction = 32.6 years</li> </ul> <p><u>Program Benefits</u></p> <ul style="list-style-type: none"> <li>• No credit check</li> <li>• No interest</li> <li>• Federal Subsidy</li> <li>• Payments based on household income</li> <li>• Significant home owner total costs savings over conventional mortgage</li> </ul>	
Total	Annual Net Revenue	

Oneida Housing Department

**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

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/Register/PublicMeetings](http://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](mailto:jhill7@oneidanation.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 premises administered pursuant to federal funding. Accordingly, the Comprehensive Housing Division has sole rulemaking authority for these rules.

28

#### 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.

43

#### 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.

46

- 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.<sup>1</sup>
- 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 NAHASDA, 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.<sup>2</sup> 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

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<sup>1</sup> 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.

<sup>2</sup> 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.<sup>3</sup>  
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 a live-in 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 for a limited 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, nonrecurring 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.<sup>4</sup>

122 4.4-4. *Minimum Income.* Applicants shall have a minimum income of \$30,000 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

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<sup>3</sup> See HUD Occupancy Handbook, Exhibit 5-2: Assets.

<sup>4</sup> 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

#### 145 **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. If, 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 requests 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 how 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 expenses<sup>5</sup> 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 \$25.00 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

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<sup>5</sup> 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 thereof.

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 garages. 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.
- 383

#### 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 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 tenants' 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 tenants' 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 Agreements.* Limited term rental agreements are available in  
434 accordance with article 2.8-6(a)(1) and 2.8-6(b)(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 (91<sup>st</sup>) 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:

**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 inspections, 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.*



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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 N. 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 said 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-10-12-16-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><b>Rule No. 4, Section 4.7-2(a) Payment Amount – Line 256.</b></p> <p>Monthly plans will now offer a 15%, 20%, 25%, or 30% of adjusted gross income payment, in addition to an administrative fee.</p> <p>Current plans offer a 15% of adjusted gross income payment, including the administrative fee.</p> <p>Changes in 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><b>Rule No. 4, Section 4.7-2(d) Federal Subsidy – Line 296.</b></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><b>Financial Comparison Model</b></p> <p><u>Scenario – Current Model</u></p> <ul style="list-style-type: none"> <li>• New House Value = \$280,000</li> <li>• Ghost Payment (Value/180 months) = \$1,555</li> <li>• Min. Household Income \$2,500 monthly</li> <li>• Payment = \$375 (\$275 principal &amp; \$100 admin. Fee) - 15% of adjusted monthly income.</li> <li>• 15 year agreement satisfaction</li> <li>• Principal paid - \$49,500</li> <li>• Federal Subsidy = \$230,500</li> </ul> <p><u>Scenario – New Program Model</u></p> <ul style="list-style-type: none"> <li>• New House Value = \$280,000</li> <li>• Federal Subsidy = \$84,000 (30% of cost)</li> <li>• Loan Amount – \$196,000</li> <li>• Min. Household Income \$2,500 monthly</li> <li>• Payment = \$500 (20%) principal + \$100 admin fee</li> <li>• Principal paid = \$196,000</li> <li>• Agreement satisfaction = 32.6 years</li> </ul> <p><u>Program Benefits</u></p> <ul style="list-style-type: none"> <li>• No credit check</li> <li>• No interest</li> <li>• Federal Subsidy</li> <li>• Payments based on household income</li> <li>• Significant home owner total costs savings over conventional mortgage</li> </ul>	
Total	Annual Net Revenue	

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](http://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](mailto: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.

Raider, the police de-

partment'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](http://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, 2017** on the beautiful Thornberry Creek at Oneida Golf Course, Wisconsin, for a great day of golf, contests, raffle prizes and giveaways. Golf fees are \$100 per person or \$400 per foursome, and include a round of golf, cart, 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 scholarship 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.aiccw.org](http://www.aiccw.org). Or, contact Beverly Anderson at (414) 604-2044 or by email at: [beverly@aiccw.org](mailto: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 54303 • (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-2<sup>nd</sup> 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 Denny		OHA	No
2.	Dale P. Blelock		OHA	No
3.	MARY ADAMS	MARY_Adams8@aol.com	1908	No
4.	Julie Cornelius		OHA	NO
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				



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-2<sup>nd</sup> 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-**



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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 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.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Accept memorandum titled Oneida Health Board -- GTC Directive

3. Supporting Materials

Report  Resolution  Contract

Other:

1. <input type="text" value="Memorandum"/>	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: Jennifer Falck, Director, Legislative Reference Office  
Your Name, Title / Dept. or Tribal Member

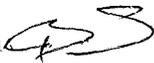
Additional Requestor: Candice E. Skenandore, Legislative Analyst, Legislative Reference Office  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.



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



TO: Oneida Business Committee  
 FROM: Brandon Stevens, LOC Chairman   
 DATE: June 28, 2017  
 RE: Oneida Health Board – GTC Directive

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## BACKGROUND

At the February 20, 2017 the General Tribal Council (GTC) considered Mr. Debraska's petition regarding an Oneida Health Care Board. A motion which directed that a new Health Care Board be created to oversee the Oneida Health Care Center, Oneida Behavioral Health, Oneida Community Health Center, Anna John Resident Centered Care Community; and Employee Health Nursing. This new board is to report directly to GTC.

An amendment was added to the motion and adopted;

**“to direct the OBC to dissolve the current Business Committee appointed health board.”**

The legal opinion provided the February 22, 2017 GTC meeting materials includes detail about the history of the existing Health Care board. A brief summary of that history includes;

- Originally, the Health Care Board was responsible for policymaking, and had hiring and supervisory responsibilities; but over time the Board had shifted to more of an oversight/guidance body.
- On October 29, 2008, the Oneida Business Committee (OBC) deferred appointments to the Health Board (i.e. they stopped filling the vacant seats on the board) and the Board has been vacant since that time.
- On May 25, 2011, the OBC, by motion, rescinded the last known version of the Board's bylaws.

## OPTIONS TO DISSOLVE THE HEALTH BOARD

At a May Oneida Business Committee (OBC) work meeting, the OBC asked that the Legislative Operating Committee (LOC) look into options to dissolve the current Health Board. This memorandum identifies how the existing Health Care Board can be dissolved.

The act of dissolving a board is set out in the Comprehensive Policy Governing Boards, Committees and Commissions (hereinafter: “Comprehensive Policy”). The requirements for dissolving an entity are:

- [The entity] must be dissolved by OBC or GTC motion

- Within two weeks after the entity is dissolved, the chairperson and secretary of the entity must forward any materials (i.e. records) of the former entity to the Tribal Secretary for proper disposal.
- The entity's chairperson and secretary are also responsible for closing out any open business of the entity. [See the Comprehensive Policy, Sections 105.10-3 and 105.10-4.]

The Health Care Board has not had any members in almost nine years, and has not had bylaws in six years. It is unlikely that there is any open business remaining to be closed out, or that any records remain that must be forwarded to the Tribal Secretary for proper disposal.

The Comprehensive Policy Governing Boards, Committees, and Commissions requires that the Health Care Board be dissolved by OBC or GTC motion. Historically, the OBC has opted to dissolve a board by resolution. Examples include; OBC Resolution #5-17-00-A – dissolving the Oneida Small Business Development Center and the OBC Resolution #8-29-07-B – dissolving the Child Care Parent Advisory Committee.

#### **NEXT STEPS**

The OBC can formally dissolve the Health Board by motion, but may also do so by adopting a resolution. Regardless of which method is chosen, the only requirement is that the motion/resolution identify that the existing Board is being dissolved, and identify when the dissolution is effective.

In addition to making a formal statement to dissolve, the OBC may want to address whether or not the Health Care Board has open business or that it has records that could be forwarded to the Tribal Secretary.

Because the entity does not have a chairperson or secretary, the OBC may want to identify an individual or entity who would be responsible for performing those duties should it be necessary.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

BC approval of Finance Committee Meeting Minutes of June 19, 2017

**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: Denise Vigue, Executive Assistant /Finance Administration  
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.

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

# ONEIDA NATION

P.O. Box 365



Oneida, WI 54115

## ***MEMORANDUM***

**TO:** Finance Committee  
**CC:** Business Committee  
**FR:** Denise Vigue, Executive Assistant  
**DT:** June 19, 2017  
**RE:** **E-Poll Results of: FC Meeting Minutes of JUNE 19, 2017**

An E-Poll vote of the Finance Committee was conducted to approve the JUNE 19, 2017 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

### **E-POLL RESULTS:**

There was a Majority 4 YES votes from Patrick Stensloff, David Jordan, Chad Fuss and Wesley Martin, Jr. to approve the June 19, 2017 Finance Committee Meeting Minutes.

The minutes will be placed on the next BC agenda of June 28, 2017 for approval and the next Finance Committee agenda of June 29, 2017 to ratify this E-Poll action.

Yaw^ko

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\* 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 19, 2017 – 9:00 A.M.  
BC Conference Room

## REGULAR MEETING MINUTES

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### FC Regular Meeting:

Larry Barton, CFO/FC Vice-Chair	David Jordan, BC Council Member
Chad Fuss, Gaming AGM/FC Alternate	Patrick Stensloff, Purchasing Director
Wesley Martin, Jr., Community Elder Member	

**Excused:** Patricia King, Treasurer/FC Chair and Jennifer Webster, BC Council Member

**Others Present:** Frank Vandehei and Denise Vigue, taking Minutes

**I. Call to Order:** The FC regular meeting was called to order by the FC Vice Chair at 9:00 A.M.

### II. Approval of Agenda: JUNE 19, 2017:

Motion by David Jordan to approve the Finance Committee agenda for June 19, 2017 with three ADD ON requests under Capital Expenditures, Donations and FYI. Seconded by Wesley Martin, Jr. Motion carried unanimously.

### III. Approval of Minutes: JUNE 5, 2017 (approved via FC E-Poll on 6/6/17):

Motion by Patrick Stensloff to ratify the FC E-Poll action of 6/6/17 approving the Finance Committee Minutes of 6/5/17 and approve the edited 6/5/17 Minutes submitted to the BC. Seconded by Chad Fuss. Motion carried unanimously.

### IV. Tabled Business:

#### 1. Research: Green Bay Packer Merchandise Denise Vigue, Finance

6/5/17 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 recommendation to bring back to the Finance Committee when completed. Seconded by David Jordan. Motion carried unanimously.

Memo provided in packets explaining the amount of research done and items still waiting for from Internal Audit; requesting a deferral of two weeks.

Motion by David Jordan to approve a deferral for two weeks, per the 6/12/17 memo and leave item on the table. Seconded by Chad Fuss. Motion carried unanimously.

### V. Capital Expenditures:

#### 1. ADD ON: AGS (8) Games David Emerson, Gaming Slots Department

Chad Fuss noted this will be the last purchase for FY17; the games are fairly new into the market and are performing above average; when slots purchases machines they also perform a three and six month analysis of continued performance; this ensures machines are performing either average or above average.

Motion by David Jordan to approve the AGS (8) Slot Games in the amount of \$175,000. Seconded by Patrick Stensloff. Motion carried unanimously.

**VI. Donations:**

1. FC Monthly Donation Line Update  
Denise Vigue, Finance

There was some discussion on the remaining balance going into the fourth quarter as well as getting more communication out to local community; perhaps to revisit in a work meeting the FC Donation Policy to adjust the percentages given in order to concentrate more on giving to Oneida community; it was also noted that many local organizations not affiliated to Oneida also serve many Oneida citizens.

Motion by David Jordan to accept the FC Monthly Donation Line Update as FYI. Seconded by Patrick Stensloff. Motion carried unanimously.

2. Wisconsin Coalition Against Domestic Violence -Conference  
Requestor: Rebecca Dopart, Director of Development

Motion by David Jordan to approve from the Finance Committee Donation Line \$2,500.00 to go towards sponsorship to the Wisconsin Coalition Against Domestic Violence Conference being held at the Radisson. Seconded by Wesley Martin, Jr. Motion carried unanimously.

3. ADD ON: Oneida Community Farm Projects  
Requestor: Frank Vandehei

Frank Vandehei was present to discuss this request: This is a brand new venture started this year; project does not have a federal EIN yet but he has applied; purpose is for community to begin to learn ways for self-sufficiency by growing own food; no set location, he travels around to different locations; right now putting in raised gardens for elders as well as seed/plant distribution; would like in the future to work with youth through schools. Funds will help with general operations and purchase of farm equipment.

Motion by Wesley Martin, Jr. to approve from the Finance Committee Donation Line \$2,500 to assist with the startup costs for the Oneida Community Farm Projects and for Frank to come back to the FC after the growing season ends to provide update. Seconded by David Jordan. Motion carried unanimously.

**VII. New Business:**

1. Aristocrat Blanket PO Increase  
David Emerson, Gaming Slots Department

Chad Fuss discussed the unexpected popularity of these Wide Area Progressive machines; currently the lease games are exceeding daily overall average; machines are at West Mason Street Casino and Main Casino. There was a discussion of kinds of lease payments including: flat fee; coin in; percentages; currently in the state there are 26 properties with these machines; Oneida has had several large payout winners. Chad noted that the revenue generated from these machines more than offsets the total of the Purchase Order.

Motion by Wesley Martin, Jr. to approve the Aristocrat Blanket PO Increase for lease games in the amount of \$1,500,000. Seconded by David Jordan. Motion carried unanimously.

**VIII. Executive Session:** No requests**IX. Follow Up:**

1. FY17 PO - Austin Straubel Lease  
Chad Fuss, Gaming Administration

Chad Fuss provided information in the packets of the breakdown of payments and explained payments are by calendar year not fiscal year, so he provided both; Casino does pay the airport directly, but the actual lease is through Seven Gens; presently working with Law Office and Seven

Gens on renegotiating lease terms to lower costs; this payment will be for the FY18 renewal in the amount of \$83,037.00.

Motion by Wesley Martin, Jr. to accept the updated information and approve \$83,037.00 the amount due for FY18. Seconded by David Jordan. Motion carried unanimously.

**X. FYI and /or Thank You:**

1. FYI: NOVOMATIC AMERICAS (6) Free Trial Games

David Emerson, Gaming Slots Department

These free trial games are usually evaluated for up to six months and if still bringing in revenue after six months they will generally purchase machines, these machines will be on trial for FY17, and if they remain productive they will be purchased in FY18.

Motion by Patrick Stensloff to accept the six Free Trial Games from Novomatic Americas as FYI. Seconded by Wesley Martin, Jr. Motion carried unanimously.

2. ADD ON:FYI: Aruze Gaming America-Master Supply Agreement

David Emerson, Gaming Slots Department

This is a vendor that recently is providing up and coming new games; these also will be trial games and will follow the same process as discussed in the previous FYI item; there was some questions on the legal review and if items pointed out by the Law Office have been completed; Chad will follow-up and let the FC know.

Motion by David Jordan to accept the Aruze Gaming America Master Supply Agreement as FYI. Seconded by Wesley Martin, Jr. Motion carried unanimously.

**XI. Adjourn:** Motion by Patrick Stensloff to adjourn. Seconded by Wesley Martin, Jr. Motion carried unanimously. The regular Finance Committee meeting ended at 9: 43 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 19, 2017

*Oneida Business Committee's FC Minutes Approval Date:* \_\_\_\_\_

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Enter E-Poll results into the record for approved Finance Committee meeting minutes of June 5, 2017.

**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: Requestor: Trish King, Tribal Treasurer/Finance Committee Chair  
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 Wednesday, June 14, 2017, at 1:32 p.m., the following E-Poll was conducted:

Summary:

Request for an e-poll to be conducted to approve Finance Committee meeting minutes of June 5, 2017. The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

Requested Action:

Approve Finance Committee meeting minutes of June 5, 2017

Deadline for response:

The voting will be open for twelve (12) hours.

Responses are due no later than 1:30 a.m. on Thursday, June 15, 2017.

As of the deadline, below are the results:

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

\*\*\*REQUESTED ACTION\*\*\*

Enter E-Poll results into the record for approved Finance Committee meeting minutes of June 5, 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

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**From:** TribalSecretary  
**Sent:** Thursday, June 15, 2017 11:10 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:** BC\_Agenda\_Requests; Denise J. Vigue; 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  
**Subject:** E-POLL RESULTS: Approve Finance Committee meeting minutes of June 5, 2017  
**Attachments:** E-Poll Request - Approve Finance Committee meeting minutes of June 5, 2017.pdf  
**Importance:** High  
**Categories:** Next Meeting

### E-POLL RESULTS

The E-Poll request to approve Finance Committee meeting minutes of June 5, 2017, **has been approved**. As of the deadline, below are the results:

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

Lisa Liggins  
Assistant to Secretary Summers  
Oneida Business Committee



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

office 920.869.4434  
cell 920.819.7344  
fax 920.869.4040

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

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**From:** TribalSecretary  
**Sent:** Wednesday, June 14, 2017 1:32 PM  
**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  
**Subject:** E-Poll Request - Approve Finance Committee meeting minutes of June 5, 2017  
**Attachments:** E-Poll Request - Approve Finance Committee meeting minutes of June 5, 2017.pdf  
**Importance:** High

### **E-POLL REQUEST**

#### **Summary:**

Request for an e-poll to be conducted to approve Finance Committee meeting minutes of June 5, 2017. The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

#### **Requested Action:**

Approve Finance Committee meeting minutes of June 5, 2017

#### **Deadline for response:**

The voting will be open for twelve (12) hours.

Responses are due no later than **1:30 a.m. on Thursday, June 15, 2017.**

#### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "support" or "oppose".

Lisa Liggins  
Assistant to Secretary Summers  
Oneida Business Committee



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

office 920.869.4434  
cell 920.819.7344  
fax 920.869.4040

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: \_\_\_ / \_\_\_ / \_\_\_

**E-POLL REQUEST**

**2. General Information:**

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

Agenda Header:

Accept as Information only

Action - please describe:

REQUEST FOR BC E-Poll-  
Requested ACTION: OBC E-poll approval of the Finance Committee Meeting Minutes of June 5, 2017

**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: Denise Vigue, Executive Assistant to the CFO  
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:

Due to unforeseen circumstances the regularly scheduled OBC meeting has been canceled. Requesting OBC E-Poll of the Finance Committee Meeting Minutes of 6/5/17 as there are several departmental contracts that require immediate follow-up/payment as well as a number of Community Fund requests that also require immediate follow-up/payment. Thank you.

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

# 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 Barton, David Jordan, Patrick Stensloff, Wesley Martin, Jr., Jennifer Webster and Chad Fuss 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

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\* 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 Oskej, Jamel Ness, 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:** MAY16, 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:

1. 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  
Darnell 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 Gentile 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. 6<sup>th</sup> Annual Oneida Baseball Tournament  
Jason Martinez

Motion by David Jordan to approve from the Community Fund \$750.00 and 25 Cases of Coca-Cola Product for use at the 6<sup>th</sup> 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 Barton 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 Sconnie's U15 Lacrosse registration  
Katsi Danforth for son, Dailin

Motion by David Jordan to approve from the Community Fund the Team Sconnie'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 this is a multiyear agreement, the payment is for FY17 that has been budgeted; the owner of the lease is 7 Generations, they are the pass 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 so far 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 or 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 FC work 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 / 28 / 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:

BC to approve recommendation to appoint Patricia Powless, Jason Martinez, Pearl Webster and John Orie to serve on the Oneida Personnel Commission.

**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 Lora Skenandore, Assistant to Chairwoman Danforth  
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 memo attached has all the information required.

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



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



TO: ONEIDA BUSINESS COMMITTEE

FROM: CHAIRWOMAN TINA DANFORTH *CD*

DATE: JUNE 20, 2017

RE: ONEIDA PERSONNEL COMMISSION

There are 6 applicants for 4 vacancies on the Oneida Personnel Commission. The applicants are: Patricia Powless, Jason Martinez, Pearl Webster, Cheryl Stevens, John Orie, and Carol Smith.

The candidates are qualified to serve. In accordance with the Article VI., Section 6-2 (c) of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend **Patricia Powless, Jason Martinez, Pearl Webster, and John Orie** to be appointed to serve on the Oneida Personnel Commission.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

BC to approve recommendation to appoint Stacey Nieto, Gerald DeCoteau, and Yvonne Jourdan to serve on the Oneida Personnel Commission.

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:

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



TO: ONEIDA BUSINESS COMMITTEE  
FROM: CHAIRWOMAN TINA DANFORTH (SD)  
DATE: JUNE 20, 2017  
RE: ONEIDA PERSONNEL COMMISSION

There are 3 applicants for 3 vacancies on the Oneida Personnel Commission. The applicants are: Stacey Nieto, Gerald DeCoteau and Yvonne Jourdan.

The candidates are qualified to serve. In accordance with the Article VI., Section 6-2 (c) of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend **Stacey Nieto, Gerald DeCoteau, and Yvonne Jourdan** to be appointed to serve on the Oneida Personnel Commission.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 17

**2. General Information:**

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

[Empty text box]

Agenda Header: Appointments

Accept as Information only

Action - please describe:

BC to approve recommendation to appoint Robert Barton to serve on the Oneida Airport Hotel Corporation Board of Directors.

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. memo

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison: Cristina Danforth, Tribal Chairwoman

Primary Requestor/Submitter: Submitted by Lora Skenandore, Assistant to Chairwoman Danforth  
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:

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



TO: ONEIDA BUSINESS COMMITTEE  
FROM: CHAIRWOMAN TINA DANFORTH *CSD*  
DATE: JUNE 20, 2017  
RE: ONEIDA AIRPORT HOTEL CORPORATION

There are 2 applicants for 1 vacancies on the Oneida Airport Hotel Corporation Board of Directors. The applicants are: Matt Kunstman and Robert Barton.

The candidates are qualified to serve. In accordance with the Article VI., Section 6-2 (c) of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend **Robert Barton** to be appointed to serve on the Oneida Airport Hotel Corporation Board of Directors.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~06 / 14 / 17~~ **MEETING CANCELLED**

**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  Unbudgeted

**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.

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)



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# REORGANIZATION PLAN FOR THE DEVELOPMENT DIVISION





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# REORGANIZATION PLAN

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## DEVELOPMENT DIVISION

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### 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.



## 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.

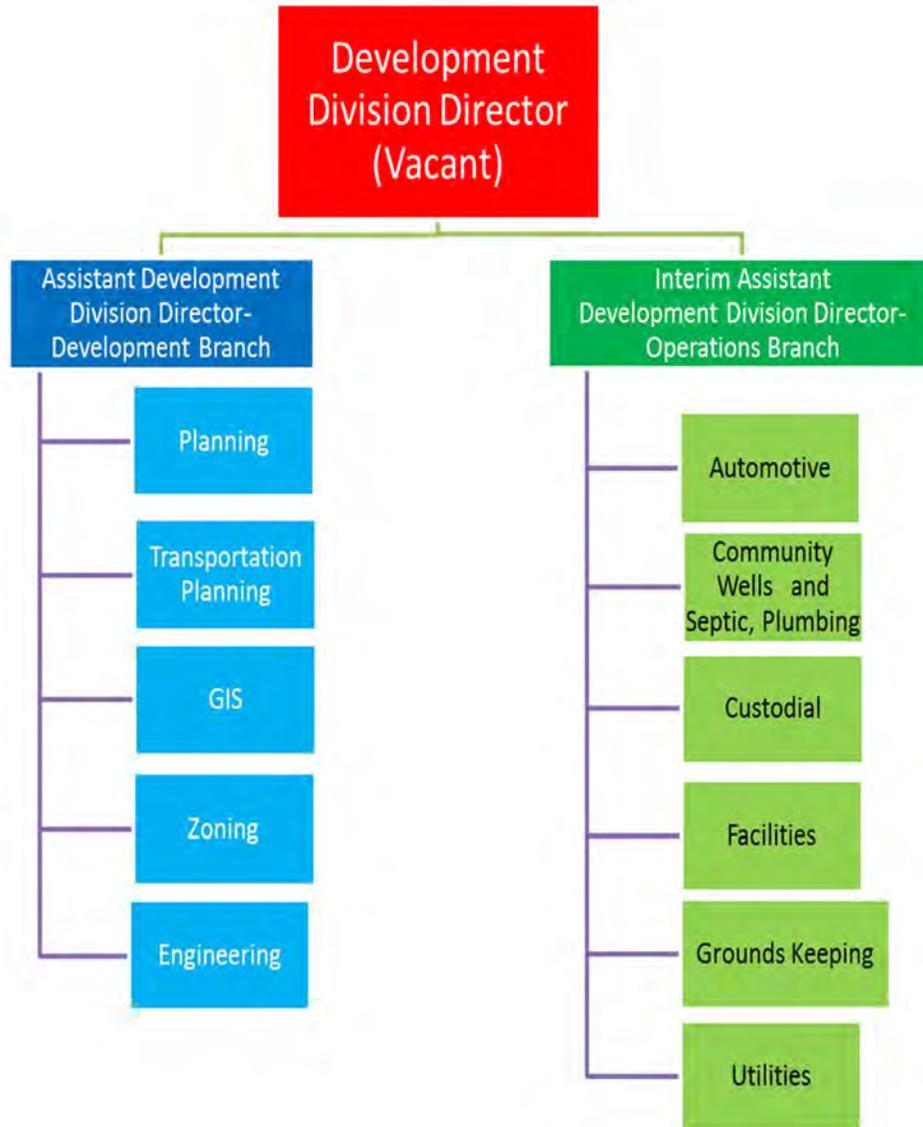
## TASKS

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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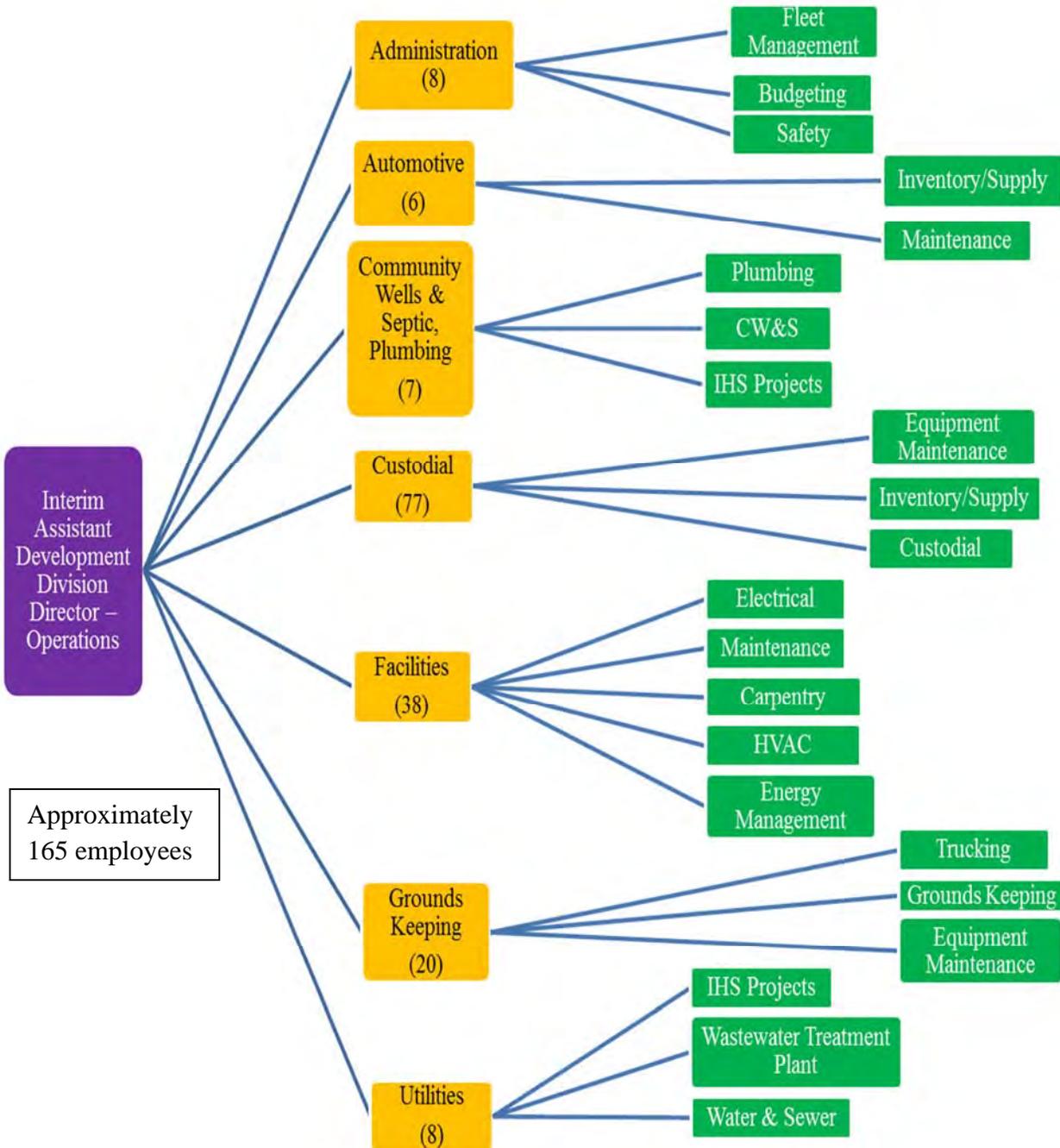
### ORIGINAL DEVELOPMENT DIVISION ORGANIZATIONAL CHART





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### DPW FUNCTIONAL ORGANIZATIONAL CHART





## 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



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**

- |                                     |   |
|-------------------------------------|---|
| <b>Administration</b>               | 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. |
| <b>Automotive</b>                   | 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.   |
| <b>Community Wells &amp; Septic</b> | 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.   |



<b>Custodial</b>	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.
<b>Facilities</b>	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.
<b>Grounds Keeping</b>	The overall 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.
<b>Utilities</b>	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 \$225 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.

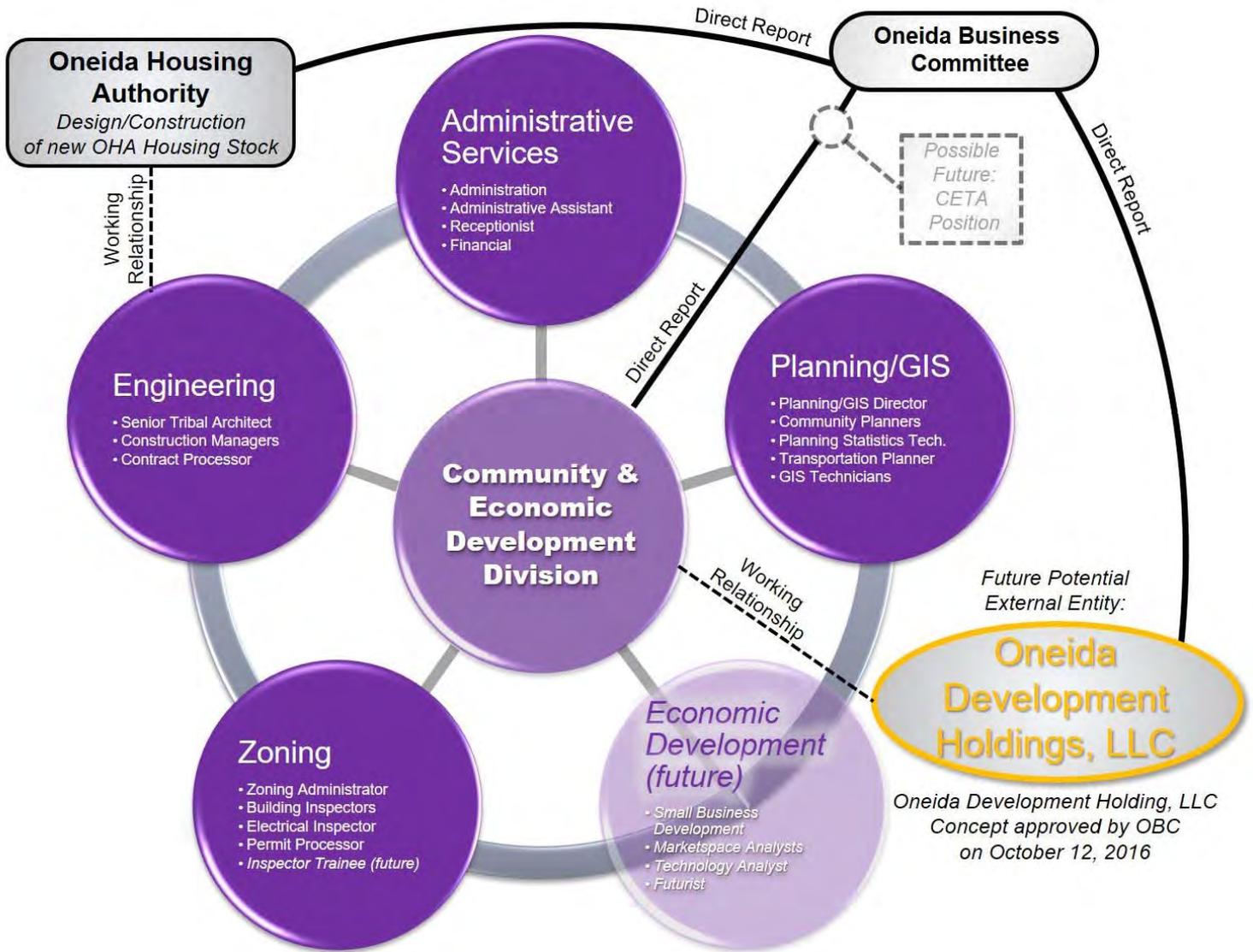
The DPW vision and mission will be created with the input from managers, supervisors, and the people that do the work, our frontline employees. This will then be brought forth to the Business Committee. One of the underlying purposes of the vision and mission is in the discussions that take place in 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





### **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 **Tsi' niyukwalihot** (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 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 Nation creation of:*

**Division of Public Works  
&  
Community & Economic Development Division**

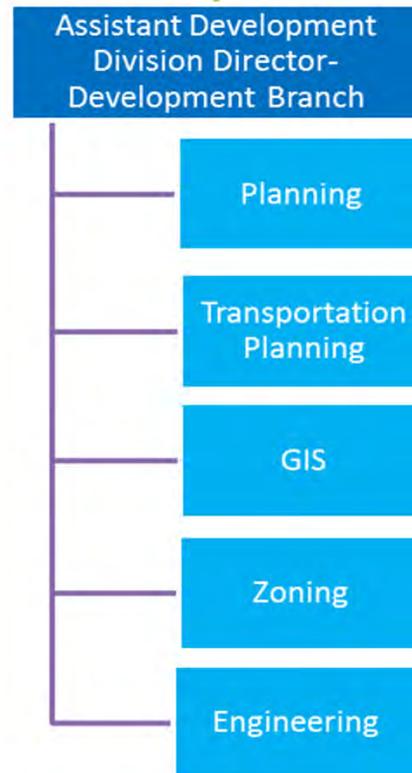
*Formal approval of the split of the former "Development Division"*

**Presented at the Oneida Business Committee Meeting**

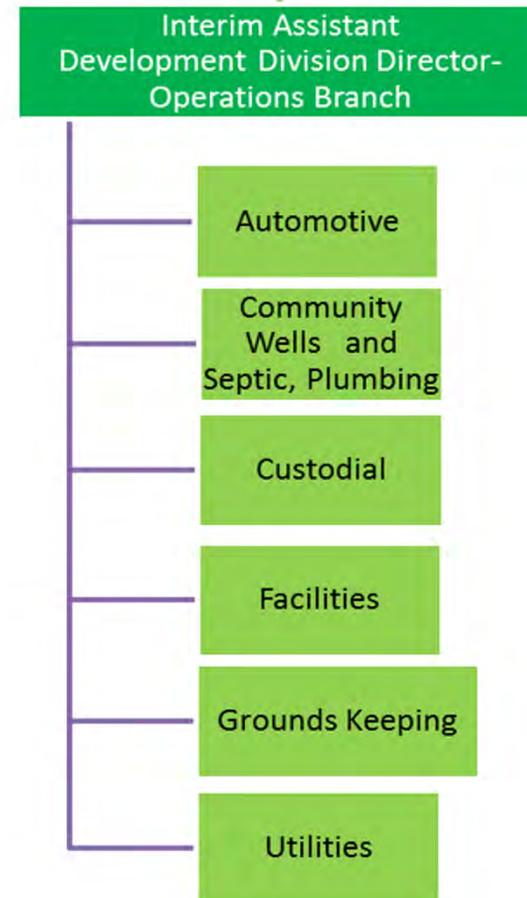
June 14, 2017

# Former Development Division

## Community & Economic Development Division



## Division of Public Works



# Task List – Pending final approval

COMMUNITY & ECONOMIC DEVELOPMENT DIVISION (C.E.D.D.)		2017	DPW	
Who	Task	Department	Task	Who
Troy D. Parr, Accountant & Asset Management	Meet with accountant to assure all fund units are under DPW. Meet with Asset Management to assure all assets are with proper fund units.	<b>Accounting</b>	Meet with accountant to assure all fund units are under DPW. Meet with Asset Management to assure all assets are with proper fund units.	Jacque Boyle, Accountant, & Asset Management
Troy D. Parr, & Human Resources	Meet with Human Resources to change the “Division” on all job descriptions to DPW. Assure that all positions are under the correct fund unit.	<b>Human Resources</b>	Meet with Human Resources to change the “Division” on all job descriptions to DPW. Assure that all positions are under the correct fund unit.	Jacque Boyle & Human Resources
Troy D. Parr, & C.E.D.D. Managers	Meet with Managers to discuss change and what it means. Meet with individual departments to communicate the change.	<b>Communication</b>	Meet with Managers to discuss change and what it means. Meet with individual departments to communicate the change.	Jacque Boyle & Managers
Troy D. Parr, & C.E.D.D. Managers	Develop new Vision, Mission for C.E.D.D. <b>DONE – 6/6/17</b>	<b>Vision and Mission</b>	Create a calendar of events to create an up-to-date, relevant Vision and Mission for DPW.	Jacque Boyle, Managers. & Staff
Troy D. Parr, & C.E.D.D. Managers	Develop new Goals & Objectives for C.E.D.D. <b>DONE – 6/6/17</b>	<b>Goals and Objectives</b>	Create a schedule for each department to create overall goals and objectives that are in alignment with the Vision and Mission of DPW	Jacque Boyle, Manager, & Staff



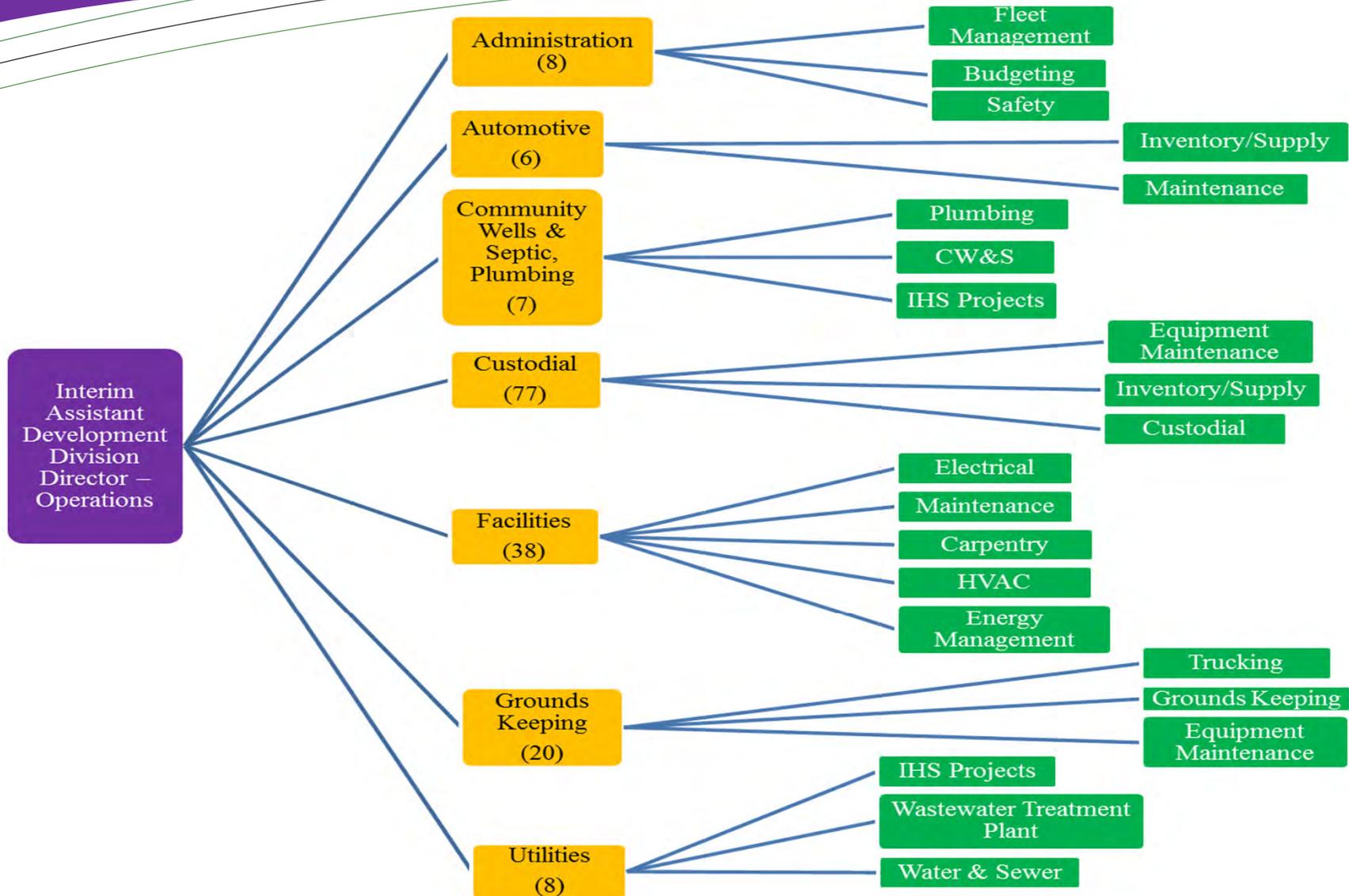
*The new*  
**Division of  
Public Works**

# *DPW Reorganization Highlights:*

## **FOCUS ON THE OPERATIONS (care of the assets) OF THE NATION**

- ✓ Creating Vision, Mission, Goals, and Objectives
  - ✓ Emergency Management
  - ✓ Roads (Highways and Storm Water)
  - ✓ Utilities and Wells & Septic, Plumbing
  - ✓ Landscaping
  - ✓ Maintaining and Improving the Nation's Assets
  - ✓ New Technology in all Areas/Departments
  - ✓ Training and Development of Employees
  - ✓ Building Assessments
  - ✓ Assisting Other Services within the Nation
  - ✓ Retaining Grant Dollars
  - ✓ Asserting the Nation's Sovereignty (through doing it ourselves)
-

# New Division of Public Works Org. Chart





*The new*  
**Community & Economic  
Development  
Division**

# *New C.E.D.D. Highlights:*

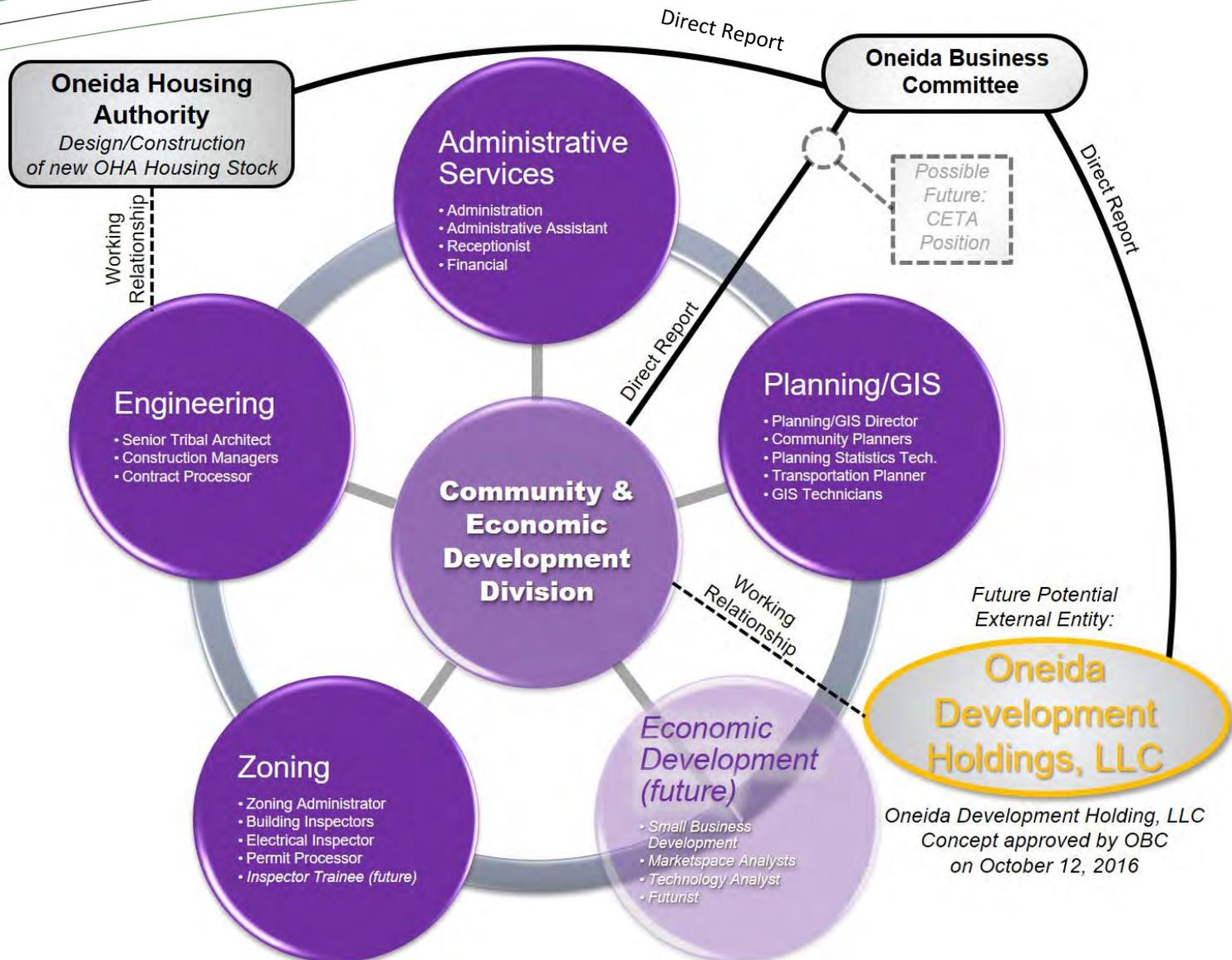
## **CEDD Vision**

*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 **Tsi' niyukwalihotl** (our ways) with innovative approaches that enrich the natural, built and business environments.*

# New Community & Economic Development Division





Thank You

Yaw^ko

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~6/14/17~~

**MEETING CANCELLED**

#### 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 Agreemen

3. 2/28/17 OTEC Regular Minutes-redacted

2. 5/13/15 Amended PC Trust Agreement-signed

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  
Your Name, Title / Dept. or Tribal Member

*[Signature]* 5/25/2017

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 dates.
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's 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

RJC

FROM: Attorney Robert J. Collins

DATE: May 30, 2017

RE: Amended Per Capita Trust Agreement

Use this number on future correspondence:

**2017-0614**

Purchasing Department Use

\_\_\_\_\_ **Contract Approved**

\_\_\_\_\_ **Contract Not Approved**

(see attached explanation)

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*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.



## LEGAL REVIEW REQUEST FORM

Please Email Law Office File # to [Enrollments@Oneidanation.org](mailto: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
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## TRUST ENROLLMENT TRACKING

Saved LAWOFFC		Saved to G:\Project List	
Law File # Recv'd		Add File # to PDF title	



## 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 23, 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.<sup>1</sup>

### 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 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:

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<sup>1</sup> 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 incompetent 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.<sup>2</sup> If the

<sup>2</sup> 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.



**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**.
- iv. 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**.



- (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 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 **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 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 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 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 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 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 (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 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  
onAyote'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 fund, 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 **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 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-18), 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 B, 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 constrictive 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 **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, attorney, 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 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 acts 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 7<sup>th</sup> 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]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Regular Trust Enrollment Committee Minutes  
23 May 2017  
Page 2 of 5

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

D. Per Capita Trust Agreement (Minors)

3-30-17 No update. Regular meeting rescheduled due to lack of OTEC quorum. 4-4-17 Motion to accept update and remove from agenda.

23-5-17 Status Update

Loretta Metoxen motioned to approve the 8<sup>th</sup> revision of the 7<sup>th</sup> amendment to the Per Capita Trust Agreement for minor trust accounts. Seconded Elaine Skenandore-Cornelius. Motion carried unanimously.

[REDACTED]

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~06 / 14 / 17~~ **MEETING CANCELLED**

**2. General Information:**

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

Agenda Header:

Accept as Information only

Action - please describe:

Approve Agreement Between the Public Service Commission of Wisconsin Office of Energy Innovation and Oneida Nation

**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: Michael Troge, Environmental Project Manager, Eco-Services Dept.  
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.

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

**ONEIDA LAW OFFICE***CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT*

TO: Michael Troge  
Business Committee

*Use this number on future correspondence:*

FROM: James R. Bittorf, Deputy Chief Counsel

**2017-0618**

DATE: May 31, 2017

RE: Public Service Commission of Wisconsin

<i>Purchasing Department Use</i>	
<input checked="" type="checkbox"/>	<b>Contract Approved</b>
<input type="checkbox"/>	<b>Contract Not Approved</b> <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 incurring [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.

**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 herein 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 is 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 documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments and the initial workplan delivered under this Agreement)

**BY:** \_\_\_\_\_  
**Melinda J. Danforth**

**BY:** \_\_\_\_\_  
**Sarah 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 abide 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 Wis. 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 10% 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 IN 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 51.01(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 related 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 contracted 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](mailto: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 in-kind 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 of 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 with 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. If at 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 principals:

- (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/invoices 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 **\$23,280.00** 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:

<b>Reporting Period</b>	<b>Report Due</b>
Signature date – September 30th	October 15 <sup>th</sup>
October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 15 <sup>th</sup>

**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.

<b>Category</b>	<b>Requested from OEI (\$)</b>	<b>Match (\$)</b>	<b>Total</b>
<b>Personnel</b>			
<b>Fringe</b>			
<b>Travel</b>			
<b>Supplies</b>			
<b>Equipment</b>	\$12,640.00	\$3,160.00	\$15,800.00
<b>Other</b>	\$10,640.00	\$2,660.00	\$13,300.00
<b>Total Direct Costs</b>			
<b>Indirect</b>			
<b>Total Year One Budget</b>	<b>\$23,280.00</b>	<b>\$5,820.00</b>	<b>\$29,100.00</b>

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Approve to proceed with Solar Deployment on Tribal Facilities and the formation of Oneida Nation Solar LLC, members are Oneida Nation and SunVest, Inc.  
  
Final approval is contingent upon Finance Department's independent review.

**3. Supporting Materials**

Report  Resolution  Contract

Other:

- 1.
- 2.
- 3.
- 4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Michael Troge, Project Manager, Eco-Services Dept.  
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 Solar Deployment on Tribal Facilities project intends to install 800 kilowatts of solar on 6 Tribal buildings. For financing purposes, Oneida Nation will partner with SunVest, Inc to form Oneida Nation Solar LLC. A \$1 million grant and a \$1 million investment will be used to build the system. Oneida Nation will save \$80,000 of utility electricity and pay for \$80,000 of solar electricity for about 7 or 8 years. In year 8, Oneida Nation will own the system and receive \$80,000 of utility savings for the next 18 years. After operations and maintenance costs, the Tribe is estimated to receive about \$1 million of total savings for the life of the project.

The reason for Oneida Nation Solar LLC:

1. Oneida cannot claim tax benefits for energy projects, but they can partner with an investor that can.
2. Oneida Nation Solar, LLC is a limited liability company where Oneida Nation and the investor (SunVest, Inc.) are members and co-managers. No board or paid employees. SunVest is majority owner. The LLC allows the investor to claim the tax benefits.
3. This LLC is solely for the management of this project; this company will pursue no additional work.
4. The solar deployment project saves about \$80,000 per year of utility electricity.
5. For up to 8 years, Oneida Nation will purchase solar electricity from the LLC for about \$80,000 per year.
6. After the investor has received all of its benefits, Oneida Nation becomes majority owner of the LLC.
7. Oneida Nation can buy the investor's remaining shares for \$100,000 to \$200,000 and become full owner by around year 8.
8. Over the 6 to 8 year period, the Tribe will pay about \$580,000 for solar electricity, operations, and maintenance.

The alternative to this business structure:

Oneida Nation would have to match the \$1 million grant with \$1 million of Tribal Contribution in the first year if the Tribe were to pursue the project.

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

**ONEIDA LAW OFFICE****CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT**

TO: Michael Troge  
Environmental Health & Safety

Use this number on future correspondence:

FROM: James R. Bittorf, Deputy Chief Counsel

**2017-0655**

DATE: June 6, 2017

RE: Oneida Nation Solar LLC-Operating Agreement

<i>Purchasing Department Use</i>
<b>Contract Approved</b>
<b>Contract Not Approved</b>
<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.

This agreement will govern the operation of Oneida Nation Solar, LLC, which is proposed to be created by the Nation and Solar Investments WI, LLC to install, operate and maintain solar arrays on tribal buildings to generate electricity which will be sold to the Nation. Under the agreement, the Nation and Solar Investments WI, LLC will each appoint a manager and the two managers will jointly manage Oneida Nation Solar, LLC. Solar Investments WI, LLC has not requested a waiver of sovereign immunity, and the agreement does not contain a waiver of sovereign immunity.

*DRAFT /4/21/17*

**OPERATING AGREEMENT  
OF  
ONEIDA NATION SOLAR, LLC  
a Wisconsin limited liability company**

04/21/17

**OPERATING AGREEMENT  
OF  
ONEIDA NATION SOLAR, LLC,  
a Wisconsin limited liability company**

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**OPERATING AGREEMENT  
OF  
Oneida Nation Solar, LLC**

This Operating Agreement (this "Agreement") of Oneida Nation Solar, LLC ("Company") is effective as of \_\_\_\_\_, 2017 (the "Effective Date") by and between the undersigned Members. The Members agree to be bound by all the terms and conditions of this Agreement with respect to all of their Units currently held or hereafter acquired. Capitalized terms used in this Agreement without definition shall have the meanings assigned to them in Exhibit A, attached hereto.

**Comment [A1]:** Need dates throughout document.

**RECITALS**

- A. Company was formed on \_\_\_\_\_, 2017 as a manager-managed limited liability company by filing Articles of Organization with the Department of Financial Institutions of the State of Wisconsin in accordance with the Act.
- B. The Members wish to enter into this Agreement for the purposes of providing the rights, obligations, and restrictions contained in this Agreement and otherwise to govern the operations and management of Company.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Members agree as follows:

**Article 1  
GENERAL PROVISIONS**

1.1 Name. The name of Company is Oneida Nation Solar, LLC.

1.2 **Registered Office and Agent.**

(a) **Initial Registered Office and Agent.** Company's registered office shall initially be N7332 Water Circle Place Oneida, WI 54155, and Company's registered agent shall initially be Michael Troge.

(b) **Changes.** The Co-Managers shall have the authority, acting by unanimous consent, to appoint a new registered agent for the Company and change the registered office of the Company.

(d) **Filing upon Change.** Upon the appointment of a new registered agent or the change of the registered office, the Co-Managers shall file or cause the filing of the appropriate documents required by the Act.

1.3 **Purpose.** The purpose of Company is to develop, own and operate one or more solar photovoltaic arrays in the State of Wisconsin (collectively, the "Facility"). Company will

operate the Facility solely for the purpose of supplying solar-powered electricity to the Tribe on its trust lands. Company has the authority to do all things necessary or convenient to accomplish its purpose and to operate its business as described in this Section 1.3.

1.4 **Term.** Company will continue indefinitely under the terms and conditions of this Agreement until it is dissolved and its affairs wound up in accordance with the Act and this Agreement.

#### 1.5 Department of Energy Clause

Oneida Nation and SunVest intend to create a project-specific Limited Liability Company (LLC) that will be established for the sole purpose of developing, owning, operating, and qualifying for tax benefits associated with the photovoltaic electricity generation facility on Indian lands and to which the Recipient intends to transfer ownership of equipment and/or property acquired under this award. For purposes of this award, investors, partners, members, and/or other participants in the project-specific LLC are considered “subrecipients”, as that term is defined in 2 CFR §200.93, and are subject to all applicable statutory and regulatory requirements.

The Recipient agrees to apply the Special Terms & Conditions of this Award, as applicable, including the Intellectual Property Provisions, to all LLC investors, partners, members and/or other participants and to require their strict compliance therewith (2 CFR §200.101; *see also* 2 CFR §910.122). Those provisions include, but are **not limited to**, (a) the LLC cannot encumber any property or equipment acquired in full or in part by project funds including both DOE and Recipient provided cost share), without obtaining prior approval from the DOE Contracting Officer (*see* 2 CFR §200.313 and 2 CFR §910.360); (b) the LLC cannot earn or retain any fee or profit resulting from Federal financial assistance, unless explicitly authorized by the Special Terms & Conditions of the Federal award (*see* 2 CFR §910.307, 2 CFR §910.358, and 2 CFR §910.400); (c) any Program Income earned during the Federal award period of performance must follow the Use of Program Income Term, in the Special Terms & Conditions of this Award; and (d) the provisions under 2 CFR §200.326.

The LLC agreement must include contractual rights or obligations for the Recipient to acquire the project equipment and/or property from the LLC after the recapture period for the tax benefits has expired.

### Article 2

#### CAPITAL CONTRIBUTIONS, UNITS AND CERTAIN RIGHTS

2.1 **Equity Structure.** The ownership of Company shall be represented by Units having the rights and obligations specified in this Agreement. The number of Units held by each Member is set forth on Exhibit B, attached hereto, as modified from time to time pursuant to Section 2.4. Persons may be admitted as additional Members only as and to the extent expressly

provided for in this Article 2 and in Article 7, and Capital Contributions may be accepted only as and to the extent expressly provided for in this Article 2.

## 2.2 Authorized and Additional Units.

(a) **Outstanding Units.** As of the Effective Date, One Thousand (1,000) Units have been issued and are outstanding. Nine Hundred Ninety (990) of those Units are owned by Solar Investments WI, LLC, a Wisconsin limited liability company ("Investor") and Ten (10) of those Units are owned by the Oneida Nation, a federally-recognized Indian tribe (the "Tribe"). In exchange for their Units, each of Investor and the Tribe have agreed to contribute to Company the amount of capital set forth opposite its name on Exhibit B (for each of Investor and the Tribe, such amount, the "Capital Commitment"), and to make certain additional Capital Contributions to Company as set forth in Sections 2.3(b) and 2.3(c).

(b) **Additional Units.** The Co-Managers may, with the unanimous consent of the Members, authorize Company to issue additional Units to any Person in exchange for such Capital Contributions and on such terms and conditions as the Co-Managers determine, acting with the unanimous consent of the Members. Prior to the admission of any Person that is not yet a Member of Company as a new Member of Company and the issuance of any Units to such a Person, Company must have received a written instrument, in form and substance acceptable to Company, signed by or on behalf of such Person containing the Person's express acceptance of and agreement to be bound by all the terms and conditions of this Agreement, including any amendments adopted pursuant to the terms hereof. The Members acknowledge that their respective interests in Company may be diluted by the issuance of such additional Units.

## 2.3 Capital Calls.

(a) **Construction of the Facility.** If Company receives an invoice requesting payment for work performed related to the construction of the Facility, and if the Co-Managers determine that Company has insufficient cash on hand to fully pay the same, then the Co-Managers shall determine if the work that is the subject of such invoice was performed in accordance with the terms and conditions (the "Terms and Conditions") of that certain grant received by the Tribe from the United States Department of Energy (the "DOE Grant"). A copy of the Terms and Conditions is attached hereto as Exhibit C. If the Co-Managers determine that the work that is the subject of such invoice was performed in accordance with the Terms and Conditions, then the Co-Managers shall deliver a written notice (a "Construction Capital Call") to the Members, (i) informing them of the amount owing and enclosing a copy of such invoice and (ii) requesting that each Member confirm in writing the Co-Managers' determination that the work that is the subject of such invoice was performed in accordance with the Terms and Conditions. No later than thirty (30) days following receipt of a Construction Capital Call, each Member shall provide the Co-Managers with a written notice either confirming the Co-Managers' determination that the work that is the subject of such invoice was performed in accordance with the Terms and Conditions, or objecting to that determination. If the written notice from a Member confirms the Co-Managers' determination that the work that is the subject of such invoice was performed in accordance with the Terms and Conditions, then such Member shall include with such notice an additional Capital Contribution, in immediately available funds, in an amount equal to the *product of* (i) the amount of such invoice, *multiplied by* (ii) a fraction,

(A) the numerator of which is such Member's Capital Commitment and (B) the denominator of which is the aggregate of the Capital Commitments of all of the Members. Such Capital Contribution shall be made with respect to the Units then held by the Member, and Company shall not issue any additional Units to the Member as a result of such Capital Contribution. If the written notice from a Member objects to the Co-Managers' determination that the work that is the subject of such invoice was performed in accordance with the Terms and Conditions, then such notice shall set forth in detail the reason(s) for the Member's objection, and the Co-Managers shall take such steps as are necessary to address such objection. Notwithstanding anything to the contrary in this Section 2.3(a), in no event shall the Capital Contributions made by a Member pursuant to this Section 2.3(a) exceed the Member's Capital Commitment.

(b) **Legal Fees.** Investor and Tribe agree to pay their own respective legal fees.

(c) **Future Obligations of Company.** If, on or after the date on which the Facility is placed in service, any situation arises that causes Company to need additional funds, including, without limitation, Company incurring any costs in connection with the removal of all or any portion of the Facility, then the Co-Managers shall deliver a written notice (a "Future Capital Call") to the Members, informing them of the total additional equity funds required by Company. Within thirty (30) days following receipt of a Future Capital Call, each Member shall deliver to Company an additional Capital Contribution, in immediately available funds, in an amount equal to:

(i) if Company's need for additional funds arises as a result of Company's incurrence or payment of insurance premiums, legal fees or accounting fees, each Member shall deliver an additional Capital Contribution that is equal to the *product of* (A) the amount of such additional funds, *multiplied by* (B) a fraction, (1) the numerator of which is the total number of Units then held by the Member and (2) the denominator of which is the aggregate of the units then held by all of the Members. Company shall not issue any additional Units to the Member as a result of such Capital Contribution; or

(ii) if Company's need for additional funds arises for any other reason, each Member shall deliver an additional Capital Contribution that is equal to the *product of* (A) the amount of such additional funds, *multiplied by* (B) a fraction, (1) the numerator of which is the total number of Units then held by the Member and (2) the denominator of which is the aggregate number of Units then held by all of the Members. Company shall not issue any additional Units to the Member as a result of such Capital Contribution.

(d) **Failure to Make Capital Contributions.** If a Member (the "Defaulting Member") fails to make any Capital Contribution required pursuant to this Section 2.3 when due, the Member not in default in making a Capital Contribution (the "Non-Defaulting Member") may pursue any and all legal remedies available to it. In addition, the Non-Defaulting Member may make, on behalf of the Defaulting Member, the Capital Contribution the Defaulting Member failed to make, and the amount thereof shall be treated as a loan (the "Default Loan") to the Defaulting Member by the Non-Defaulting Member. The Default Loan shall bear interest at a fluctuating rate per annum equal to the prime rate of interest published from time to time in the Midwest edition of *The Wall Street Journal* (the "Prime Rate"), *plus* eight percent (8%) (such interest, the "Default Interest"), with any change in the Prime Rate to be effective as of the date

such change is publicly announced. The Defaulting Member may pay the Capital Contribution the Defaulting Member failed to make, together with accrued Default Interest, at any time without further penalty other than the Default Interest. Any amounts distributable to the Defaulting Member pursuant to this Agreement shall, to the extent of the amount of the outstanding principal and interest of the Default Loan, be treated as distributed to the Defaulting Member, but shall be paid to the Non-Defaulting Member and credited first toward payment of accrued interest under the Default Loan with any remaining amount applied toward payment of principal under the Default Loan and any costs of collection shall be recoverable by the Non-Defaulting Member. Upon the written request of any Non-Defaulting Member loaning money hereunder, the Defaulting Member shall execute and deliver a promissory note evidencing the debt arising pursuant to this Section 2.3(d).

2.4 **Amendment of Exhibit B.** The Co-Managers may modify Exhibit B as appropriate from time to time to reflect Transfers of Units pursuant to Article 7 and the issuance of Units to and the admission of new Members, or the issuance of additional Units to existing Members, pursuant to this Article 2.

2.5 **Voting.** Except as set forth in Sections 7.3(f) and **Error! Reference source not found.**, each issued Unit shall entitle the holder thereof to one (1) vote on all matters that come before the Members.

2.6 **Additional Capital Contributions.** Except as set forth in Section 2.3, the Members shall not be required to make any additional Capital Contributions or loans to Company.

2.7 **Return of Capital.** No Member is entitled to withdraw or resign from Company, to receive a return of any part of the Member's Capital Contribution, to receive any distribution, or to receive a repayment of any balance in the Member's Capital Account, except as expressly provided in this Agreement, including, without limitation, Section 7.4. No Member has the right to demand that distributions be in-kind. No Member will be paid interest on any Capital Contribution or on such Member's Capital Account.

2.8 **Limitation of Liability.** Except as may otherwise be provided under applicable law, no Member shall be bound by, or be personally liable for, the expenses, liabilities or obligations of Company. No Member shall be obligated to restore a Capital Account deficit.

### Article 3 CAPITAL ACCOUNTS

3.1 **Capital Accounts.** There shall be established and maintained with respect to each Member a Capital Account in accordance with the following:

(a) **Credits.** To each Member's Capital Account there shall be credited (i) such Member's Capital Contributions, (ii) such Member's allocable share of Profits and special allocations of items in the nature of income or gain pursuant to Article 5, and (iii) the amount of any debt of Company that is assumed by the Member or that is secured by any property distributed to such Member.

(b) **Debits.** To each Member's Capital Account there shall be debited (i) the amount of cash and the Asset Value of any property distributed to the Member, (ii) the Member's allocable share of Losses and special allocations of items of deduction or loss pursuant to Article 5, and (iii) the amount of any debt of the Member that is assumed by Company or secured by any property contributed by the Member to Company.

(c) **Transfers.** In the event any Member Transfers all or any part of the Member's Units in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent the Capital Account relates to the transferred Units.

3.2 **Interpretation.** The provisions of Section 3.1 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Treasury Regulations, the terms and requirements of which are incorporated in this Agreement by reference, and shall be interpreted and applied in a manner consistent with those terms and requirements. In the event the Co-Managers determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to indebtedness that is secured by contributed or distributed property or that is assumed by Company or the Members), are computed in order to comply with such Regulations, the Co-Managers may make such modification, provided that it is not likely to have a material effect on the amounts of distributions to any Member pursuant to Article 4 upon the dissolution of Company. The Co-Managers also shall have the right to (i) make any adjustments that are reasonably necessary or appropriate to maintain equality between the Capital Accounts and the amount of capital reflected on Company's balance sheet, as computed for book purposes, in accordance with Section 1.704-1(b)(2)(iv)(g) of the Treasury Regulations, and (ii) make any reasonably appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Treasury Regulations, provided that in either case such adjustment or modification is not likely to have a material effect on the amounts of distributions to any Member pursuant to Article 4 upon the dissolution of Company.

#### **Article 4 DISTRIBUTIONS**

##### **4.1 Current Distributions.**

(a) **Current Tax Distributions.** To the extent permitted by law and consistent with Company's obligations to its creditors as determined by the Co-Managers, Company shall make Tax Distributions on or before the Tax Distribution Dates. The aggregate amount of the Tax Distribution made with respect to any given Tax Distribution Date shall be the product of (i) Company's estimated federal taxable income under the provisions of the Code for the Fiscal Period ending on the last day of the calendar month immediately preceding the Tax Distribution Date and commencing on the first day of the calendar month that includes the immediately previous Tax Distribution Date, multiplied by (ii) the applicable Tax Rate. Notwithstanding the foregoing, to the extent Company has had an estimated federal taxable loss for any prior Fiscal Period in that Fiscal Year, the amount in clause (i), above, shall be reduced by that portion of the loss remaining after reducing taxable income for prior Fiscal Periods in the Fiscal Year for the

loss. Each Member shall receive a Tax Distribution proportional to the amount of federal taxable income to be allocated to the Member pursuant to Article 5; provided, however, that any federal taxable income not included in the determination of Company's estimated federal taxable income pursuant to the preceding sentence shall be disregarded for purposes of determining each Member's Tax Distribution. Tax Distributions shall constitute an advance of amounts otherwise distributable to the Member receiving the Tax Distribution and, accordingly, amounts otherwise distributable to the Member under Section 4.1(d) in the Fiscal Period in which the Tax Distribution is made or in subsequent Fiscal Periods shall be reduced until the cumulative amount of the reductions equals the cumulative amount of the Tax Distributions received by that Member.

(b) **Additional Tax Distributions.** In the event any income tax return of Company, as a result of an audit or otherwise, reflects items of income, gain, loss, or deduction that are different from the amounts estimated pursuant to Section 4.1(a) with respect to a Fiscal Year in a manner that results in additional income or gain of Company being allocated to the Members, an additional Tax Distribution shall be made under the principles of Section 4.1(a) to the Members who are allocated the additional income or gain, except that (i) the last day of the calendar month in which the adjustment occurs shall be treated as a Tax Distribution Date, (ii) the amount of the additional income or gain shall be treated as Company's federal taxable income, and (iii) the applicable Tax Rate shall be that which applied for the Fiscal Period to which the additional income or gain relates.

(c) **Tax Withholding.** To the extent Company is required to make any withholding or estimated tax payments to any taxing authority on behalf of a Member, such payment or withholding shall be considered a Tax Distribution to the Member on whose behalf such payment or withholding was made. Company shall reduce the amount of Tax Distributions pursuant to Section 4.1(a) and (b), if any, and, if necessary, amounts otherwise distributable under Section 4.1(d), to such Member for the actual and anticipated payments or withholdings related to any particular Fiscal Period.

(d) **Distributions of Cash Available for Distribution.** Except as provided in Sections 4.1(a), 4.1(b) and 4.1(c), Cash Available for Distribution shall be distributed at the times determined by the Co-Managers, acting with the unanimous consent of the Members. Any Cash Available for Distribution distributed pursuant to this Section 4.1(d) shall be distributed to the Members in proportion to the number of Units held by each of them at the time of the distribution, subject to any reduction in any such distribution pursuant to the terms of Section 4.1(a), 4.1(b) or 4.1(c), until Investor has received an amount pursuant to this Section 4.1(d) (including any amounts distributed under Section 4.1(a), 4.1(b) or 4.1(c) and treated as an advance of amounts otherwise distributable to Investor) equal to [Four Hundred Forty-Six Thousand Dollars (\$446,000)]. After such time, any Cash Available for Distribution distributed pursuant to this Section 4.1(d) shall be distributed to the Tribe until the Tribe has received pursuant to this Section 4.1(d) (including any amounts distributed under Section 4.1(a), 4.1(b) or 4.1(c) and treated as an advance of amounts otherwise distributable to the Tribe) an amount equal to its aggregate Capital Contributions. After such time, any Cash Available for Distribution distributed pursuant to this Section 4.1(d) shall be distributed to the Members in proportion to the

number of Units held by each of them at the time of the distribution, subject to any reduction in any such distribution pursuant to the terms of Section 4.1(a), 4.1(b) or 4.1(c).

**4.2 Liquidating Distributions and Distributions of Proceeds from a Capital Transaction.** In the event of a Capital Transaction or in the event Company is liquidated pursuant to Article 8, the Proceeds from a Capital Transaction or the assets to be distributed pursuant to Section 8.3 shall be distributed as follows:

- (a) to the payment of all matured debts and liabilities of Company;
- (b) to the repayment to the United States Department of Energy of any portion of the DOE Grant, if the requirement that all or such portion of the DOE Grant be repaid to the United States Department of Energy arises as a result of the action or inaction of Company, the occurrence of a Capital Transaction or the liquidation of Company;
- (c) to the setting up of any reserves which the Liquidator (or, in the event of a Capital Transaction, the Co-Managers) deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of Company; and
- (d) the balance *pro rata* to the Members in accordance with their respective Capital Account balances, after making the adjustments for allocations under Article 5, up to and including the date of the distribution of the Proceeds from a Capital Transaction or the liquidating distributions.

## **Article 5 ALLOCATION OF PROFITS AND LOSSES**

### **5.1 Allocation of Profits and Losses.**

(a) **Allocation of Profits.** Except as otherwise provided in Sections 5.2 and 5.4(d), Profits shall be allocated to the Members, *pro rata* in accordance with their respective Units.

(b) **Allocation of Losses.** Except as otherwise provided in Sections 5.2 and 5.4(d), Losses shall be allocated as follows:

- (i) First, to the Members, *pro rata* based on their respective Units but, with respect to a Member, only to the extent of the positive balance in such Member's Capital Account, until all Capital Accounts of the Members have been reduced to zero.
- (ii) Second, to all Members, *pro rata* in accordance with their respective Units.

**5.2 Regulatory Allocations.** This Agreement shall be deemed to contain provisions relating to "minimum gain chargeback," "nonrecourse deductions," "qualified income offset," "gross income allocations," and any other provision required to be contained in this Agreement pursuant to the Treasury Regulations promulgated under Section 704(b) of the Code,

other than any requirement that a Member be required to contribute to Company an amount equal to any deficit in the Member's Capital Account.

No allocation of Loss shall be made to a Member if the allocation would result in a negative balance in the Member's Capital Account in excess of the amount the Member is obligated to restore or deemed obligated to restore pursuant to the penultimate sentences of Section 1.704-2(g)(1) and (i)(5) of the Treasury Regulations. In the event there is a negative balance in the Member's Capital Account in excess of the amount(s) set forth above, the Member shall be allocated income and gain in the amount of that excess as quickly as possible. Any Loss that cannot be allocated to a Member pursuant to the restrictions contained in this paragraph shall be allocated to other Members.

The allocations under the first two paragraphs of this Section 5.1(a) (the "Regulatory Allocations") are intended to comply with the Treasury Regulations promulgated under Section 704(b) of the Code. The other provisions of this Article 5 notwithstanding, the Regulatory Allocations shall be taken into account in allocating other Profits, Losses and items of income, gain and deduction among the Members so that, to the extent possible, the net amount of the allocations of other Profits, Losses and other items and the Regulatory Allocations to each Member shall equal the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

### 5.3 Other Allocation Rules.

(a) **Transfer of Units.** If a Member Transfers all or any portion of the Member's Units pursuant to this Agreement during any Fiscal Period, the Profits (or Losses) allocated to the Members for each such Fiscal Period shall be allocated among the Members in proportion to their respective Units from time to time during the Fiscal Period, in accordance with Section 706 of the Code, using any convention permitted by law and selected by the non-Transferring Members.

(b) **Determination of Allocable Amounts.** The Profits, Losses, or any other items allocable to any Fiscal Period shall be determined on a daily, monthly, or other basis, as determined by the Co-Managers, using any permissible method under Section 706 of the Code and the Treasury Regulations under that section.

### 5.4 Tax Allocations.

(a) **Capital Contributions.** In accordance with Section 704(c) of the Code and the Treasury Regulations under that section, income, gain, loss, and deduction with respect to any contribution to Company's capital shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the property's adjusted basis to Company for federal income tax purposes and its initial Asset Value.

(b) **Adjustment of Asset Value.** If the Asset Value of any Company asset is adjusted, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the asset's adjusted basis for federal income tax

purposes and its Asset Value as so adjusted in the same manner as under Section 704(c) of the Code and the Treasury Regulations under that section.

(c) **Elections.** Any elections or other decisions relating to allocations shall be made by the Members in any manner that reasonably reflects the purpose and intent of this Agreement. In the event the Co-Managers cause Company to make a Code Section 754 election at the request of one or more Members, the requesting Member(s) shall bear any additional administrative and accounting expenses (whether in the year of the election or subsequent Fiscal Years) incurred as a result of the Code Section 754 election.

(d) **Imputed Interest.** To the extent Company has interest income or deductions with respect to any obligation of or to a Member pursuant to Section 483, Sections 1271-1288, or Section 7872 of the Code, the interest income or deductions shall be specially allocated to the Member to whom or to which the obligation relates.

5.5 **Income Tax Consequences.** The Members are aware of the income tax consequences of the allocations made by this Article 5 and hereby agree to be bound by the provisions hereof in reporting their shares of income and loss for income tax purposes. The Members acknowledge and agree that they intend any federal investment tax credit which arises due to Company's construction and placement in service of the Facility to be allocated to the Members in accordance with the allocation of Profits set forth in Section 0, *that is, pro rata* in accordance with their respective Units.

## **Article 6 MANAGEMENT OF COMPANY AND ACTIONS BY MEMBERS**

### **6.1 Authority and Powers of the Co-Managers.**

(a) **Authority and Powers in General.** Except to the extent otherwise expressly provided in this Agreement, the business of Company shall be managed by the Co-Managers, and no Member shall have any right or power to take part in the management or control of Company or its business. The Co-Managers shall be considered the manager of Company under Sections 183.0102(13) and 183.0401(2) of the Act, provided the rights and responsibilities of the Co-Managers as manager shall be limited as expressly set forth in this Agreement. Except as such authority may be so limited, the Co-Managers shall have full and complete authority to manage the business of Company, to make all decisions regarding those matters, and to perform all other acts customary or incident to the management of Company's business. Members have the right to vote only on those matters expressly set forth in this Agreement or as required by the Act. The Co-Managers shall be selected by the Members in accordance with Section 6.2.

(b) **Specific Authority.** Without limiting the generality of the statement of authority set forth in Section 6.1(a), the Members acknowledge and agree that the Co-Managers is specifically authorized and directed to (i) pursue and exercise all rights and remedies available to Company under that certain Solar PV Contract for Purchase dated \_\_\_\_\_, 2017 by and between Company and Sunvest Solar, Inc. (the "Solar PV Contract for Purchase") and/or any warranties, service agreements and the like involving all or any portion of the Facility and

(ii) make all payments due under the Solar PV Contract for Purchase, either (A) pursuant to the procedure and subject to the rights of the Members set forth in Section 2.3(a), or (B) if the Co-Managers determine that Company has sufficient cash on hand to fully pay any invoice requesting payment for work performed related to the construction of the Facility, then after the Co-managers determines, with the unanimous consent of the Members, that the work that is the subject of such invoice was performed in accordance with the Terms and Conditions.

(c) **Actions Requiring Member Consent.** Without the unanimous consent of the Members, the Co-managers shall not have the authority to, and Company shall not:

- (i) deliver or execute the Solar PV Contract for Purchase;
- (ii) deliver or execute any notice, approval or other communication contemplated by, requested pursuant or affecting, or agree to any change order or other modification of, the Solar PV Contract for Purchase;
- (iii) borrow money or procure financing or refinancing, or mortgage or subject to another security interest any portion of Company's assets;
- (iv) engage in the planning or construction of any solar photovoltaic system other than as contemplated in the Solar PV Contract for Purchase;
- (v) sell, dispose of or otherwise transfer all or any portion of the Facility, except as provided for in that certain Solar Power Purchase Agreement dated \_\_\_\_\_, 2017 by and between Company and the Tribe;
- (vi) consent to the issuance or other transfer of any debt or equity interest in Investor, as discussed in Section 7.7; or
- (vii) report any gain, for federal and Wisconsin income tax purposes, from a Capital Transaction using the installment method of accounting. For the sake of clarity, in the absence of the unanimous consent of the Members that gain from a Capital Transaction shall be reported using such installment method, the Co-Managers shall, or shall cause Company to, take such actions and make such elections as are required to report all gain, for federal and Wisconsin income tax purposes, from a Capital Transaction in the taxable year in which the Capital Transaction occurs.

(d) **Absolute Restrictions.** The Co-Managers shall not have the authority to:

- (i) do any act in contravention of applicable law or this Agreement or that would make it impossible to carry on the ordinary business of Company;
- (ii) possess property of Company, or assign rights in specific property of Company for other than a purpose of Company;
- (iii) perform any act that would subject a Member to liability in any jurisdiction except as expressly provided in this Agreement;

(iv) take any action or make any election which would cause Company to be treated as other than a partnership for federal and state income tax purposes; or

(v) take any other action requiring the consent of all or any of the Members pursuant to nonwaivable provisions of the Act or other applicable law or under the terms of this Agreement without first obtaining the required consent.

## 6.2 Election and Qualification of the Co-Managers.

(a) **General.** There shall be two (2) Managers of Company. One (1) Manager shall be appointed by Investor and one (1) Manager shall be appointed by the Tribe. These Managers shall be referred to collectively in this Agreement as the “Co-Managers”. The Co-Managers need not be Members of Company. Each of the Co-Managers shall hold office until the occurrence of an event set forth in Section 6.2(b). The Members acknowledge and agree that, as of the Effective Date, the Manager appointed by Investor is \_\_\_\_\_ and the Manager appointed by the Tribe is \_\_\_\_\_.

(b) **Withdrawal or Replacement of Manager.** A Person shall cease to be a Manager upon the earliest to occur of any of the following: (i) the Person’s voluntary resignation, which shall be effective upon delivery of a written notice from the Member who appointed that Person as Manager of such resignation and the name of the replacement Manager to Company and the other Member unless the notice specifies a later effective date; (ii) the Person’s removal by the appointing Member and delivery of notice of such removal and the name of the replacement manager to Company and the other Member; or (iii) the Person’s death, incapacity, gross negligence, or inability to act as a Manager for any reason.

(c) **Vacancy.** Upon the withdrawal of a Manager pursuant to Section 6.2(b), the appointing Member shall, as promptly as practicable, choose a substitute Manager as provided in Section 6.2(a). If either Member at any time lacks a Manager, that Member shall perform the duties of the Manager unless and until that Member selects a replacement Manager. Investor and Tribe shall each use good faith efforts to avoid or minimize any delay or disruption in the management of the Company caused by the inability, or unwillingness to serve of any Person appointed by Manager. This shall include, without limitation, promptly appointing a replacement Manager. The lack of a Manager shall not cause a dissolution or termination of Company.

6.3 **Limitation of Liability of the Co-Managers.** The Co-Managers shall perform the Co-Managers’ duties to Company in good faith, in a manner the Co-Managers reasonably believe to be in the best interests of Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the Manager’s duties to Company shall not have any liability by reason of being or having been a Manager of Company. A Manager in the Manager’s role as such shall not be liable to Company or to any Member for any loss or damage sustained by Company or any Member, unless the loss or damage is the result of fraud, deceit, willful misconduct or wrongful taking by the Manager.

6.4 **Actions by Co-Managers.** Any actions of the Co-Managers shall be taken in the manner set forth below, unless expressly provided otherwise in this Agreement:

(a) **Manner of Acting.** Except where a specific act or duty is expressly delegated to one of the Managers in this Agreement, the Co-Managers shall act by unanimous consent. Such action may be authorized by unanimous consent at a meeting at which both Co-Managers participate in person or by telephone or other electronic means. The Co-Managers may also approve any action without a meeting, without prior written notice and without a vote, if consent or consents in writing, setting forth the action so taken, shall be signed by all of the Co-Managers.

(b) **Records.** Company shall keep written records of all actions taken by the Co-Managers.

(c) **Meetings.** Meetings of the Co-Managers may be called by either Manager. Meetings not held by electronic or telephonic means shall be held at Company's principal place of business or at such other place as may be reasonably designated by the Manager calling the meeting.

(d) **Voting.** Each Manager shall have one (1) vote as to any given matter submitted for a vote.

6.5 **Powers of Members.** Except in any situation in which powers are exclusively reserved to the Members in nonwaivable provisions of the Act (in the sense that the arrangement may not be changed pursuant to an operating agreement of a limited liability company), or as expressly provided in this Agreement, the Members shall not have the power to manage or control the affairs of Company or to bind or obligate Company in any manner.

6.6 **Actions by Members.** Any actions of the Members shall be taken in the manner set forth below, unless expressly provided otherwise in this Agreement:

(a) **Manner of Acting.** Except as otherwise provided in this Agreement, the consent of the Members to any act or failure to act may be given by unanimous consent at a meeting at which a quorum of the Members (as defined in Section 6.6(f)) participate in person or by telephone or other electronic means. The Members may also approve any action without a meeting, without prior written notice and without a vote, if consent or consents in writing, setting forth the action so taken, shall be signed by all of the Members.

(b) **Records.** Company shall keep written records of all actions taken by the Members.

(c) **Meetings.** Meetings of the Members may be called by the Co-Managers or by any Member. Meetings not held by electronic or telephonic means shall be held at Company's principal place of business or at such other place as may be designated by the Person(s) calling the meeting.

(d) **Notice.** No matter shall be voted upon at a meeting of Members unless at least seventy-two (72) hour notice of the meeting is given or such notice is waived by any Member who is entitled to vote and who has not received notice. A Member shall be deemed to have waived notice of any meeting that the Member attends or in which the Member participates

unless at the beginning of the meeting the Member objects to the meeting because of lack of proper notice. If a meeting of the Members is called by a Member, the Co-Managers shall cause Company to deliver notice of the meeting no later than five (5) days following Company's receipt of a written notice from the Member that the Member intends to call a meeting and setting forth the place for such meeting.

(e) **Record Date.** For the purpose of determining the Members entitled to receive notice of any meeting of the Members, or the Members entitled to vote or take any other action, the Co-Managers may fix in advance a date as the record date. The record date shall not be more than ten (10) days before the date on which the particular action requiring such a determination of Members is to be taken. If no record date is so fixed by the Co-Managers, the record date shall be at the close of business on: (i) with respect to any meeting of Members, the day before the first notice is delivered to Members, and (ii) with respect to any action taken in writing without a meeting, the date the first Member signs the consent pursuant to which such action is taken.

(f) **Quorum.** At any meeting of the Members, Members holding sufficient Units to give consent to the action proposed to be taken at the meeting, represented in person or by proxy, shall constitute a quorum of Members for purposes of the meeting. If a quorum is not present at any meeting, a majority of the Members present may adjourn the meeting from time to time without further notice. At any adjourned and reconvened meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed.

(g) **Voting.** Each Member shall vote all of the Member's Units in the same manner as to any given matter submitted for a vote.

(h) **Proxies.** At all meetings of Members, a Member may vote by proxy executed in writing by the Member or the Member's duly authorized attorney-in-fact. Proxies shall be filed with the Co-Managers before or at the time of the meeting. No proxies shall be valid after six (6) months from the date of execution, unless expressly provided otherwise in the proxy.

**6.7 Indemnification of the Co-Managers and Members.** To the maximum extent permitted under Section 183.0403 of the Act, Company shall indemnify the Co-Managers and each Member and make advances for expenses, including reasonable attorney's fees, actually and reasonably incurred by them in connection with any claim relating to their actions or failures to act in such capacity, if the Co-Managers or affected Member in good faith reasonably believed such action to be in or not opposed to Company's best interests, except that no indemnification shall be made in respect of any claim as to which an action or failure to act shall have been adjudged to constitute wrongful taking or fraud, deceit or willful misconduct in the performance of a duty to Company. In addition, Company shall indemnify its employees and agents to the fullest extent permitted by law, provided that the indemnification in any given situation is approved by the Members.

**Article 7**  
**TRANSFER OF UNITS**

**7.1 General Restrictions on Transfers.**

(a) **General.** No Units may be transferred unless the Transfer is either (i) expressly permitted under this Article 7, or (ii) approved by the Members, acting by unanimous consent.

(b) **Void Transfer.** Any Transfer, attempted Transfer, or purported Transfer in violation of this Agreement's terms and conditions shall be null and void.

(c) **Securities Laws Transfer Restrictions.** Subject to the other restrictions herein set forth, no interest in Company shall be transferred by any Transferor unless such Transfer is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws.

**7.2 Permitted Transfers.** A Member may Transfer all or any portion of the Member's Units to a Permitted Transferee, provided the applicable provisions of this Section 7.2 are complied with before the Transfer becomes effective, at which time the Permitted Transferee will become a Member.

(a) **Signature.** The Permitted Transferee must sign a counterpart to this Agreement, agreeing for the benefit of the other Members to be bound by this Agreement to the same extent as if the Permitted Transferee had been an original party to the Agreement as a Member. The Spouse of the Permitted Transferee must sign a spousal consent and acknowledgment if requested by Company.

(b) **Approval.** Company must approve of the trustee, if the Transfer is to a trust, in writing before the Transfer.

(c) **Documents.** The Permitted Transferee must take all actions and execute all instruments required by Company in order for the Transfer to comply with any applicable federal or state laws and regulations relating to the Transfer of Units or with this Agreement.

**7.3 Involuntary Transfer.**

(a) **Involuntary Transferee.** An Involuntary Transfer to a Person other than a Permitted Transferee will be effective only after the applicable provisions of this Section 7.3 have been complied with. The creditor, receiver, trust or trustee, estate, beneficiary, or other Person to whom Units are transferred by Involuntary Transfer, or a Member that has undergone a Change of Control (the "Involuntary Transferee"), will have only the rights provided in this Section 7.3. As used herein, the term "Involuntary Transfer" means any Change of Control of a Member and/or any Transfer of Units by operation of law or in any proceeding, including a Transfer resulting from the dissociation of a Member, by or in which a Member would, but for the provisions of this Section 7.3, be involuntarily deprived of any interest in or to the Member's Units, including, without limitation, (i) a Transfer on death or bankruptcy, (ii) any foreclosure of

a security interest in the Units, (iii) any seizure under levy of attachment or execution, or (iv) any Transfer to a state or to a public office or agency pursuant to any statute pertaining to escheat, abandoned property, or forfeiture.

(b) **Notice to Company.** Upon the occurrence of an Involuntary Transfer, the Transferor and the Involuntary Transferee (or, in the case of a Change of Control, the Involuntary Transferee) shall each immediately deliver a written notice to Company describing the event giving rise to the Involuntary Transfer, the date on which the event occurred, the reason or reasons for the Involuntary Transfer, the name, address, and capacity of the Involuntary Transferee and the Units involved (a “Notice of Involuntary Transfer”). The Notice of Involuntary Transfer shall constitute the offer to sell the number of Units identified therein to the Member that is not the Transferor or Company, as applicable, for which the Purchase Price and the terms of payment shall be as set forth in the applicable provisions of Section 7.6. Upon receipt of a Notice of Involuntary Transfer, Company shall promptly provide the same to the Member that is not the Transferor.

(c) **Member’s Option to Purchase Units.** If any Units are subject to any Involuntary Transfer, the Member that is not the Transferor shall at all times have the immediate and continuing right and option for a period of one hundred eighty (180) days after such Member first receives the Notice of Involuntary Transfer to purchase such Units in accordance with Section 7.6 by giving written notice to that effect to the Transferor and Involuntary Transferee (or, in the case of a Change of Control, to the Involuntary Transferee). Failure to properly accept the offer within the prescribed time period shall constitute a rejection of the offer. For the sake of clarity, Units held by a Member that has undergone a Change of Control shall be treated for purposes of this Agreement as Units subject to an Involuntary Transfer.

(d) **Company’s Option to Purchase Units.** If any Units are subject to any Involuntary Transfer, and if the Member that is not the Transferor does not accept the offer set forth in Section 7.3(c), then Company shall at all times have the right and option, for a period beginning on the expiration of the offer set forth in Section 7.3(c) and continuing for one hundred eighty (180) days thereafter, to purchase such Units in accordance with Section 7.66 by giving written notice to that effect to the Transferor and Involuntary Transferee (or, in the case of a Change of Control, to the Involuntary Transferee). Failure to properly accept the offer within the prescribed time period shall constitute a rejection of the offer. For the sake of clarity, Units held by a Member that has undergone a Change of Control shall be treated for purposes of this Agreement as Units subject to an Involuntary Transfer.

(e) **Effect of Member’s and Company’s Rejection of Option.** If neither the Member that is not the Transferor nor Company accepts the offers pursuant to Section 7.3(c) or 7.3(d), or Member or Company, as applicable, fails through no fault of the Transferor or the Involuntary Transferee to close the Transfer within the applicable time period established therefor, the Involuntary Transfer shall become effective and the Involuntary Transferee shall be subject to the rights and restrictions set forth in this Agreement, including Section 7.3(f), and any subsequent Transfer by the Involuntary Transferee shall be subject to the provisions hereof.

(f) **Effect of Involuntary Transfer.** From the effective date of the Involuntary Transfer, the Involuntary Transferee (including, for the sake of clarity, a Member that has

undergone a Change of Control) shall have the rights of an assignee of the Transferor's Units as set out in Section 183.0704(1)(b) of the Act. Unless and until the Involuntary Transferee is admitted as a member by the Members, acting by unanimous consent, the Units held by the Involuntary Transferee shall have no voting rights such that any determination of the unanimous consent of the Members shall be made by excluding the Units held by the Involuntary Transferee for all purposes.

#### 7.4 **Right of Investor Member to Withdraw.**

(a) **Right to Withdraw.** Beginning on the *later of* (i) the day following the fifth (5th) anniversary of the date on which the last portion of the Facility is treated as "placed in service" for federal income tax purposes (giving effect to any applicable convention discussed in Section 168(d) of the Code) *or* (ii) the receipt by Investor of distributions from the Company in the amount discussed in the second sentence of Section 4.1(d), Investor shall have the right to tender Investor's Units to Company and to withdraw from Company (such day, the "Trigger Date"), and continuing for sixty (60) days thereafter. If Investor exercises this right, then (i) Company shall pay to Investor an amount equal to One Hundred Thousand Dollars (\$100,000), which amount shall be paid to Investor in immediately available funds on the date selected by Investor in the written notice discussed in Section 7.4(b), and (ii) in exchange for such payment, Investor shall, on the date selected by Investor in the written notice discussed in Section 7.4(b), Transfer to Company all of Investor's Units, free and clear of any and all liens, restrictions and encumbrances (other than any liens, restrictions and encumbrances imposed by this Agreement), as evidenced by an assignment and withdrawal document reasonably acceptable to Investor and Company.

(b) **Method for Exercising Right to Withdraw.** If Investor elects to exercise Investor's right to tender Investor's Units to Company and to withdraw from Company, Investor shall provide written notice to Company no sooner than ninety (90) and no later than thirty (30) days prior to the Trigger Date. In such notice, Investor shall set forth the date for such tendering of Investor's Units and withdrawal from Company, which date shall be within the sixty (60) day window set forth in Section 7.4(a).

#### 7.5 **Right to Purchase Investor's Units.**

(a) **Right to Purchase.** Beginning on the first (1st) anniversary of the Trigger Date, and continuing for sixty (60) days thereafter, the Tribe shall have the right to purchase Investor's Units for their then-Fair Market Value. The Tribe may assign this right to purchase to any Permitted Transferee of the Tribe. If the Tribe exercises this right, or if the Tribe assigns this right to any Permitted Transferee and such Permitted Transferee exercises this right, then (i) the Tribe or its Permitted Transferee, as applicable, shall pay such Fair Market Value to Investor on the date selected by the Tribe or its Permitted Transferee in the written notice discussed in Section 7.5(b), and (ii) in exchange for such payment, Investor shall, on the date selected by the Tribe or its Permitted Transferee, as applicable, in the written notice discussed in Section 7.5(b), Transfer to the Tribe or its Permitted Transferee, as applicable, all of Investor's Units, free and clear of any and all liens, restrictions and encumbrances (other than any liens, restrictions and encumbrances imposed by this Agreement), as evidenced by an assignment and withdrawal

document reasonably acceptable to Investor and the Tribe or its Permitted Transferee, as applicable.

(b) **Method for Exercising Right to Purchase.** If the Tribe or its Permitted Transferee elects to exercise its right to purchase Investor's Units, the Tribe or its Permitted Transferee, as applicable, shall provide written notice to Investor and Company no sooner than ninety (90) and no later than thirty (30) days prior to the twelve (12) month anniversary of the Trigger Date. In such notice, the Tribe or its Permitted Transferee, as applicable, shall set forth the date for the closing of the purchase of Investor's Units, which date shall be within the sixty (60) day window set forth in Section 7.5(a); provided, however, that such date may be extended beyond such 60-day window if necessary for the determination of the Fair Market Value of the Units. If the date for the closing of the purchase of Investor's Units is so extended, the date for such closing shall be thirty (30) days after such Fair Market Value is finally determined. Notwithstanding anything to the contrary in this Section 7.5, the Tribe or its Permitted Transferee, as applicable, shall be entitled, within ten (10) days of the final determination of the Fair Market Value of Investor's Units, to rescind its election to purchase such Units by delivery of written notice of such rescission to Investor and Company.

#### 7.6 **Purchase Price and Payment Terms; Closing.**

(a) **Purchase Price.** The Purchase Price for Units transferred pursuant to Section 7.3(c) or 7.3(d) shall be an amount equal to the Fair Market Value for such Units (or interest therein) on the date of the Notice of Involuntary Transfer. The purchasing party shall be entitled, within ten (10) days of the determination of Fair Market Value, to rescind its election to purchase the Units by delivery of notice of such rescission to the selling Member, Member's estate, Spouse or Spouse's estate, as applicable.

(b) **Closing.** The closing for any purchase of the Units pursuant to Section 7.3(c), 7.3(d) or **Error! Reference source not found.** shall be within sixty (60) days after the Fair Market Value is determined.

7.7 **Issuances and Transfers of Interests in Investor.** Investor agrees that, beginning on the Effective Date and continuing so long as Investor holds any Units, in no event will Investor issue any debt or equity interest in Investor to any Person who or that does not hold a debt or equity interest in Investor as of the Effective Date, nor shall Investor permit, honor or recognize any sale, assignment, gift or other transfer of any such debt or equity interest to any such Person, in each case without the consent of the Co-Managers, subject to the rights of the Members set forth in Section 6.1(c)(vi).

7.8 **Specific Performance.** The parties declare that it may be impossible to measure in money the damages that will accrue to any party by reason of a failure to perform any of the obligations under this Article 7, and the parties agree that this Article 7 shall be specifically enforced. Therefore, if any Member or Transferee institutes any action or proceeding to enforce the provisions of this Article 7, any Person, including Company, against whom the action or proceeding is brought waives the claim or defense that the party has or may have an adequate remedy at law. The Person shall not urge in any such action or proceeding the claim or

defense that a remedy at law exists, and the Person shall consent to the remedy of specific performance of this Agreement.

## **Article 8 DISSOCIATION, DISSOLUTION AND LIQUIDATION**

8.1 **Events Causing Dissolution.** Company shall be dissolved only upon the happening of a Dissolution Event.

8.2 **Termination.** Dissolution of Company shall be effective on the date on which the Dissolution Event occurs but Company shall not terminate until Articles of Dissolution have been duly filed under the Act, the affairs of Company have been wound up, and the assets of Company have been distributed as provided in Section 8.3. Notwithstanding the dissolution of Company, prior to the liquidation and termination of Company, the business of Company and the affairs of the Members, as such, shall continue to be governed by this Agreement.

8.3 **Liquidation.** Following the occurrence of a Dissolution Event, the Co-Managers or, if the Co-Managers are unwilling, a Person appointed by the Members (who may, but need not, be a Member), shall serve as the liquidator of Company (the "Liquidator"). The Liquidator shall have all authority that is necessary or appropriate to the winding up and liquidation of Company, and the Liquidator shall proceed with the winding up and liquidation of Company by applying and distributing Company's assets pursuant to Section 4.2. A reasonable time shall be allowed for the orderly liquidation of the assets of Company and the discharge of liabilities to creditors so as to enable the Liquidator to minimize any losses resulting from the liquidation.

8.4 **Filing and Notice.** The Liquidator shall promptly, upon appointment, execute and file on behalf of Company all documents necessary to effect such dissolution.

8.5 **Distributions In Kind.** If any assets of Company are to be distributed in kind, such assets shall be distributed on the basis of their Asset Value, and any Member entitled to an interest in such assets shall receive such interest therein as a tenant-in-common with all other Members so entitled.

8.6 **Limitation on Liability.** Each Member shall look solely to Company's assets for all distributions from Company and the return of the Member's Capital Contribution to Company and shall have no recourse (upon dissolution or otherwise) against any Liquidator, Manager or Member, or any of their respective affiliates.

## **Article 9 BOOKS AND RECORDS, INSURANCE**

9.1 **Books and Records.** Company's books and records shall be maintained in accordance with the Terms and Conditions. To the extent permitted by the Terms and Conditions, such books and records shall be maintained at Company's principal office or at any other place designated by the Co-Managers and shall be available for inspection and copying by

any Member or any Member's duly authorized representative(s), at the Member's own expense, during normal business hours.

9.2 **Company Funds.** Company's funds may be deposited in such banking institutions as the Co-Managers determine, and withdrawals shall be made only in the regular course of Company's business on such signature or signatures as the Co-Managers determine. All deposits and other funds not needed in the operation of the business may be invested in certificates of deposit, short-term money market instruments, money market funds, government securities, or similar investments as the Co-Managers determine.

9.3 **Availability of Information.** Company shall keep at its principal office and place of business, and each Member shall have the right to inspect and copy, all of the following: (i) a current list of the full name and last-known business address of each Member or former Member set forth in alphabetical order, the date on which each Member or former Member became a Member, and, if applicable, the date on which any former Member ceased to be a Member; (ii) a copy of the Articles of Organization and all amendments to the Articles; (iii) copies of Company's federal, state, and local income tax returns and financial statements, if any, for its seven most recent years; and (iv) copies of this Agreement and any effective written amendments to this Agreement.

9.4 **Tax Returns.** The Co-Managers shall cause to be prepared and shall file on or before the due date (or any extension of the due date) any federal, state, or local tax returns required to be filed by Company. The Co-Managers shall cause Company to pay any taxes payable by Company out of Company funds. As soon as reasonably practicable following the end of each Fiscal Year, the Co-Managers shall cause Company to send to each Person who was a Member at any time during the Fiscal Year then ended such tax information as is necessary or appropriate for the preparation by the Members of their individual federal and state income tax returns.

9.5 **Tax Matters Partner.** Subject to the terms hereof, Investor shall serve as the Tax Matters Partner pursuant to Section 6231(a)(7) of the Code, and in such capacity is hereby authorized and empowered to act and represent Company and each of the Members with respect to Company before the Internal Revenue Service in any audit or examination of any Company tax return and before any court selected by the Tax Matters Partner for judicial review of any adjustments assessed by the Internal Revenue Service. By the execution of this Agreement, the Members hereby consent and acknowledge that Investor shall be the Tax Matters Partner, and the Members agree to be bound by, and agree not to take any action inconsistent with, the actions or inaction of said Tax Matters Partner including, but not limited to, the extension of any statute of limitations, the making of any settlement or the taking of any other action or position that the Tax Matters Partner deems proper under the circumstances. The Tax Matters Partner shall have the authority to take all actions and incur all costs necessary or desirable in its sole discretion to accomplish the matters set forth in this Section 9.5. If Investor ceases to be a Member, the remaining Members shall elect another Member to be the Tax Matters Partner by unanimous consent. The Tax Matters Partner shall be indemnified and held harmless by Company from and against any and all claims, demands, liabilities, costs (including, without limitation, reasonable attorneys' fees), damages and causes of action of any nature whatsoever arising out of or incidental to the Tax Matters Partner's taking of any action authorized under, or within the scope

of, this Agreement; provided, however, that the Tax Matters Partner shall not be entitled to indemnification where the claim at issue arose out of:

- (a) a matter entirely unrelated to the Tax Matters Partner's acting under the provisions of this Agreement; or
- (b) the proven willful misconduct of the Tax Matters Partner.

#### **Article 10 MISCELLANEOUS**

10.1 **Amendments to Agreement.** Except as provided in Section 2.4 with respect to the modification of Exhibit B and Section 3.2 with respect to the computation of Capital Accounts, no amendment or modification of this Agreement shall be valid unless made in writing and approved by the unanimous consent of the Members.

10.2 **Integration.** This Agreement and the exhibits attached hereto supersede all prior oral or written agreements or understandings between the parties to this Agreement regarding the subject matter of this Agreement, and are the complete agreement of the Members with respect thereto.

10.3 **Binding Provisions.** The agreements and covenants contained in this Agreement inure solely to the benefit of the parties to this Agreement. This Agreement shall be binding on the heirs, executors, administrators, personal representatives, successors, and permitted assigns of the respective parties to this Agreement.

10.4 **Applicable Law.** This Agreement shall be interpreted and construed in accordance with the laws of the state of Wisconsin, without giving effect to the principles of conflicts of laws.

10.5 **Severability of Provisions.** Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions of this Agreement are determined to be invalid or contrary to any existing or future law, the invalidity shall not affect or impair the operation of those portions of this Agreement that are valid, unless it is clearly unreasonable to do so, or if doing so would substantially change the terms of this Agreement to impose new and/or different obligations, economic or legal relationships between the parties or rights of the parties.

10.6 **Headings.** The headings of this Agreement are inserted for convenience only and shall not limit or otherwise affect any of the terms or provisions hereof.

10.7 **Notice.** Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (i) when personally delivered, (ii) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, (iii) if transmitted by e-mail, when receipt is confirmed by the recipient of such notice, or (iv) three (3) days after being mailed by certified mail, postage prepaid, addressed

to the Person receiving notice at the address contained in Company's records, unless that Person otherwise notifies Company in accordance with this Section 10.7 of a change of address.

10.8 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute the same instrument.

10.9 **Facsimile and PDF Signatures.** Any signature to this Agreement or any exhibit hereto or document contemplated hereby transmitted electronically by facsimile or .pdf software shall be deemed a true and legally binding signature for all purposes and shall for all purposes be considered an original signature.

10.10 **Mutual Drafting.** This Agreement reflects a negotiated compromise between the Members. No Member shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision hereof to be construed against the drafter of this Agreement.

10.11 **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be deemed to be a waiver of sovereign immunity of the Tribe.

10.12 **Dispute Resolution.** The parties shall attempt to settle every dispute arising out of or in connection with this Agreement (each a "Dispute"), by following the dispute resolution process set forth below. First the Co-Managers shall meet and, working in good faith, attempt to resolve the Dispute. If the Co-Managers are unable to resolve the dispute, then either party shall have the right to seek resolution of a Dispute by providing written notice of the Dispute to the **[Insert Official]** of Investor and the **[Insert Official]** of the Tribe (collectively, the "Dispute Representatives"). Within \_\_\_\_\_ (\_\_) business days of such notice, the Dispute Representatives shall meet, review such relevant information as they may determine and endeavor in good faith to reach agreement. They shall render their decision within three (3) business days of such meeting (or such other timeline to which they mutually agree). If the Dispute Representatives shall fail to reach agreement within \_\_\_\_\_ (\_\_) business days of such meeting, then they shall be free to pursue any right or remedy available under applicable law or in equity.

*[Signature page follows.]*

The undersigned Members have executed this Agreement as of the Effective Date.

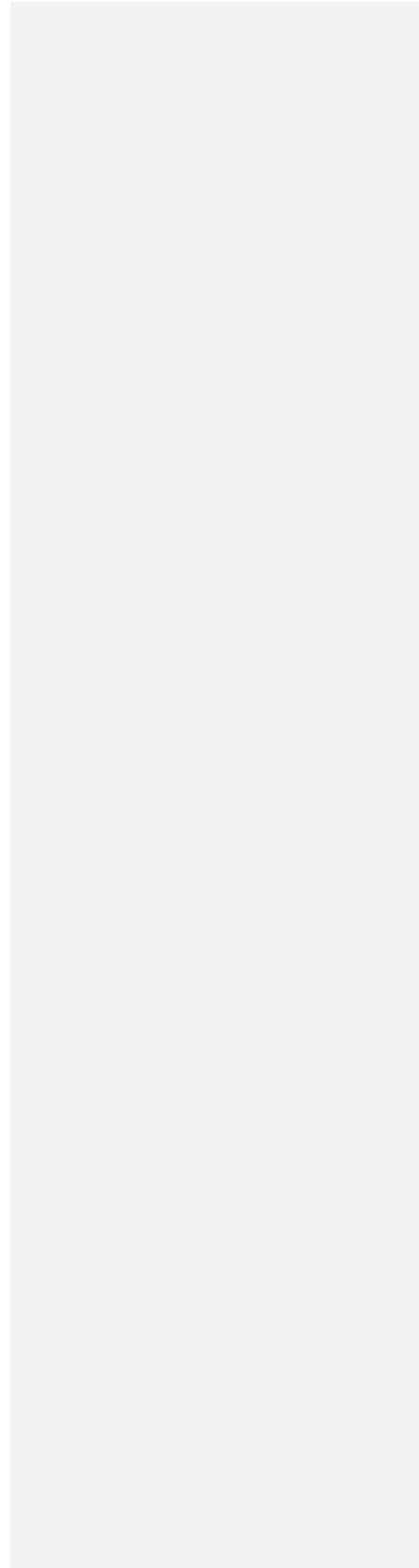
SOLAR INVESTMENTS WI, LLC

ONEIDA NATION

By: \_\_\_\_\_  
Matt Neumann, Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNATURE PAGE TO  
OTIW, LLC  
OPERATING AGREEMENT



**EXHIBIT A**  
**DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth below and any derivatives of the terms shall have correlative meanings:

**Act** means the Wisconsin Limited Liability Company Law, Chapter 183 of the Wisconsin Statutes.

**Agreement** shall have the meaning set forth in the introductory paragraph hereof.

**Asset Value** means as of any date, with respect to any asset, the asset's adjusted basis for federal income tax purposes as of such date, except as follows:

- (1) The initial Asset Value of any asset contributed by a Member to Company shall be the gross fair market value of the asset, as reasonably determined by the Co-Managers, acting with the unanimous consent of the Members.
- (2) The Asset Values of all assets of Company shall be adjusted to equal their respective gross fair market values, as reasonably determined by the Co-Managers, as of the following times: (a) the acquisition of additional Units by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by Company to a Member of more than a *de minimis* amount of Company's property as consideration for Units if the Co-Managers reasonably determine that the adjustment is necessary or appropriate to reflect the relative economic interests of the Members; (c) the liquidation of Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations; and (d) in connection with the grant of Units representing an interest in Company (other than a *de minimis* interest) as consideration for services to or for the benefit of Company by an existing Member acting in its capacity as a Member, or by a new Member acting in its capacity as a Member or in anticipation of being a Member.
- (3) The Asset Value of any Company asset distributed to any Member shall be the gross fair market value of the asset on the date of distribution as reasonably determined by the Co-Managers, acting with the unanimous consent of the Members.
- (4) The Asset Value of Company's assets shall be increased (or decreased) to reflect any adjustments to the adjusted bases of the assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent required by Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations; provided, however, that Asset Values shall not be adjusted pursuant to this clause (4) to the extent the Co-Managers reasonably determine that an adjustment pursuant to clause (2), above, is necessary or appropriate in connection with a transaction that otherwise would result in an adjustment pursuant to this clause (4).

- (5) If the Asset Value of an asset has been determined or adjusted pursuant to clause (1), (2), or (4), above, the Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to that asset for purposes of computing Profits and Losses.

**Capital Account** means the account established and maintained for each Member pursuant to Article 3.

**Capital Commitment** shall have the meaning set forth in Section 2.2(a).

**Capital Contribution** means the excess of the Asset Value of the cash, services, property or promissory notes or other written obligations contributed to Company by any Member with respect to the Member's Units over the sum of any debt of the Member assumed by Company in connection with such contribution and any debt secured by the property so contributed.

**Capital Transaction** means the financing, refinancing, sale, exchange, or other disposition of all or substantially all of the Facility, including, without limitation, casualty or condemnation or other similar transaction which, in accordance with generally accepted accounting principles, is treated as a capital transaction, or the recovery of any damages arising from the construction of the Facility or the failure of the Facility to operate in accordance with its specifications.

**Cash Available for Distribution** means Cash Flow less Reserves.

**Cash Flow** means cash funds provided from the various assets of Company, or, with respect to property or investments held directly by Company, from operations, including the release of Reserves, without deduction for Depreciation or similar non-cash allowances, but after deducting cash funds used to pay for all operating expenses, contractually-obligated capital repairs to, replacements and maintenance of, or removal of, any property or investments held directly by Company, debt payments, improvements, replacements or other cash outlays actually incurred; provided, however, that Cash Flow shall not include any Proceeds from a Capital Transaction. For the sake of clarity, Cash Flow shall be determined *without* deducting cash funds used to pay Tax Distributions.

**Change of Control** means a sale of substantially all of the assets of a Member, or any merger, reorganization, consolidation or transfer or sale of the voting equity of such Member whereby the Persons collectively directly or indirectly owning more than 50% of the equity of such Member immediately prior to such event no longer directly or indirectly own at least 50% of the Member's equity after such event. For purposes of clarification, the dissolution or liquidation of a Member will not be treated for purposes of this Agreement as a Change of Control, but will instead be treated as a Transfer that is permitted pursuant to Section 7.2, if the Transfer of the dissolving or liquidating Member's Units would be permitted under Section 7.2.

**Code** means the Internal Revenue Code of 1986, as amended (or any corresponding provisions of succeeding law).

**Co-Managers** has the meaning set forth in Section 6.2(a) of this Agreement.

**Company** shall have the meaning set forth in the introductory paragraph of this Agreement.

**Construction Capital Call** shall have the meaning set forth in Section 2.3(a).

**Defaulting Member** shall have the meaning set forth in Section 2.3(d).

**Default Interest** shall have the meaning set forth in Section 2.3(d).

**Default Loan** shall have the meaning set forth in Section 2.3(d).

**Depreciation** means, for each Fiscal Period of Company, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset of Company for such Fiscal Period under the Code, except that if the Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Period, Depreciation shall be an amount that bears the same ratio to such beginning Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Period is zero, Depreciation shall be determined with reference to such beginning Asset Value using any reasonable method consistent with the purpose and intent hereof.

**Dissolution Event** means the approval of the dissolution of Company by the Members, acting by unanimous consent, or the entry of a decree of judicial dissolution pursuant to Section 183.0902 of the Act.

**DOE Grant** shall have the meaning set forth in Section 2.3(a).

**Effective Date** shall have the meaning set forth in the introductory paragraph of this Agreement.

**Facility** shall have the meaning set forth in Section 1.3.

**Fair Market Value** means the fair market value of the Units being sold **on an in-place, installed, and operational basis as of the date of sale**. Company or the selling Member (or Spouse or Spouse's estate) and the purchaser(s) of the Units shall attempt to mutually agree upon the Fair Market Value within thirty (30) days after the occurrence of any event requiring the determination of Fair Market Value. If the parties cannot agree on the Fair Market Value, then the Fair Market Value shall be the price, expressed in terms of cash equivalents, at which the Units being sold would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm's length in an open and unrestricted market, when neither is under compulsion to buy or sell and

when both have reasonable knowledge of the relevant facts, as determined by an appraiser taking into account any applicable customary discounts and the Capital Account balance of the Units. The Fair Market Value shall be determined as the value per Unit to a buyer making a passive investment in Company and shall exclude any synergies that may accrue to a strategic buyer. If the Units being appraised are subject to an Involuntary Transfer, then the appraiser shall be selected by Company; in all other events, the appraiser shall be selected by mutual agreement of the purchasing and selling parties, and if the parties cannot agree on the identity of an appraiser within sixty (60) days after the occurrence of any event requiring the determination of Fair Market Value (for the sake of clarity, with the exclusion of any Involuntary Transfer), Fair Market Value shall be the average of two appraised values, one obtained from an appraiser selected by the purchasing party or parties, and the other obtained from an appraiser selected by the selling party or parties. The appraiser or appraisers as the case may be shall determine the Fair Market Value within ninety (90) days of being selected. In the event that a single appraiser determines the Fair Market Value of any Units, Company shall bear the cost of the appraisal, except in the case of a transfer of Units under Section **Error! Reference source not found.** from a Spouse or Spouse's estate to a Member, in which case the cost shall be split between the two, and except in the case of a transfer of Units subject to an Involuntary Transfer, in which case the cost shall be split between Company and the Transferor. In the event two appraisals are obtained, each party shall bear the cost of its own appraiser. For purposes of the Tribe exercising its right to purchase Investor's Units under Section 7.5 of this Agreement, Fair Market Value shall take into consideration the extent to which Investor has already received distributions under this Agreement and the extent to which Investor, in the event the Company sold its assets at Fair Market Value, would be limited to sharing in the proceeds of such liquidation only to the extent that value remained after the Tribe had received the return of the amounts in its capital account.

**Fiscal Period** means a portion of a Fiscal Year.

**Fiscal Year** shall be a calendar year, provided that in the year of the formation, sale, or liquidation of Company, a Fiscal Year may be less than a 12-month period.

**Future Capital Call** shall have the meaning set forth in Section 2.3(c).

**Investor** shall have the meaning set forth in Section 2.2(a).

**Involuntary Transfer** and **Involuntary Transferee** shall have the meanings set forth in Section 7.3(a).

**Liquidator** shall have the meaning set forth in Section 8.3.

**Manager** means a Person appointed as a manager by Investor or the Tribe pursuant to Section 6.2(a).

**Member** means any Person listed on Exhibit B until such time as the Person is no longer a Member in accordance with this Agreement and any additional Person who is admitted as a Member to Company in accordance with this Agreement.

**Non-Defaulting Member** shall have the meaning set forth in Section 2.3(d).

**Notice of Involuntary Transfer** shall have the meaning set forth in Section 7.3(b).

**Permitted Transferee** means: (1) any Person controlled by, under common control with, or controlling such Member, with “control” for this purpose meaning the possession of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise; (2) another Member; (3) a trust created for the benefit of a Member and/or any Person(s) identified in subsections (1)-(2), above; or (4) Company.

**Person** means an individual, a general partnership, a limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation, or any other legal or commercial entity.

**Prime Rate** shall have the meaning set forth in Section 2.3(d).

**Proceeds from a Capital Transaction** means net proceeds received by Company from a Capital Transaction, after reduction for all expenses of the Capital Transaction and any Reserves set aside by the Co-Managers for future expenses.

**Profits and Losses** mean, for each Fiscal Period, an amount equal to Company’s taxable income and loss for the Fiscal Period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income and loss), with the following adjustments:

- (1) any income of Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this definition shall be added to the taxable income or loss;
- (2) any expenditures of Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures described in Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations, and not otherwise taken into account in computing Profits and Losses pursuant to this definition, shall be subtracted from the taxable income or loss;
- (3) in the event the Asset Value of any Company asset is adjusted pursuant to the definition of Asset Value, the amount of the adjustment shall be taken into account as gain or loss from the disposition of the asset for purposes of computing Profits and Losses;

- (4) gain or loss resulting from any disposition of any property by Company with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Asset Value of the property disposed of, notwithstanding that the property's adjusted tax basis differs from its Asset Value;
- (5) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing the taxable income or loss, there shall be taken into account Depreciation for the Fiscal Year or other period; and
- (6) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code is required pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's Units, the amount of the adjustment shall be treated as an item of gain (if the adjustment increases the asset's basis) or loss (if the adjustment decreases the asset's basis) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses.

Notwithstanding any other provision of this definition, items that are specially allocated pursuant to Sections 5.2 and 5.4 shall not be taken into account in computing Profits and Losses.

**Purchase Price** means the price determined under Section 7.6(a).

**Regulatory Allocations** shall have the meaning set forth in Section 5.2.

**Reserves** means, with respect to any Fiscal Period, any funds set aside or amounts allocated during or with respect to such period in amounts deemed sufficient by the Co-Managers for repairs, replacements, contingencies, or other outlays, known or unknown, contingent or otherwise.

**Solar PV Contract for Purchase** shall have the meaning set forth in Section 6.1(b).

**Spouse** means the spouse of a Member or a Transferee.

**Tax Distribution** means any amount distributed to a Member pursuant to Section 4.1(a) and 4.1(b), or deemed distributed to a Member pursuant to Section 4.1(c).

**Tax Distribution Dates** means, except as provided in Section 4.1(b), January 15, April 15, June 15, and September 15 of each Fiscal Year.

**Tax Matters Partner** shall have the meaning assigned in the Code.

**Tax Rate** means the *sum of* (i) the highest combined marginal income tax rate for federal and Wisconsin purposes for the Fiscal Period at issue applicable to individuals, assuming in determining the tax rate that state taxes are deductible for federal purposes, subject to the maximum applicability of the phaseout of itemized deductions contained in Section 68 of the Code, *plus* (ii) the federal Medicare contribution tax rate in effect under Section 1411 of

the Code. In determining the Tax Rate, a separate Tax Rate shall be determined for ordinary income and long-term capital gain, respectively, if Company has both types of income.

**Terms and Conditions** shall have the meaning set forth in Section 2.3(a).

**Transfer** means to sell, assign, give, bequeath, pledge, or otherwise encumber, divest, dispose of, or transfer ownership or control of all of, any part of, or any interest in a Unit to any Person, whether voluntarily or by operation of law, whether inter vivos or upon death.

**Transferee** means any Person who proposes to acquire or acquires Units pursuant to the provisions of this Agreement.

**Transferor** means any Person who proposes to Transfer or Transfers any or all of the Person's Units pursuant to the provisions of this Agreement.

**Treasury Regulations** or **Regulations** means the regulations adopted from time to time by the Department of the Treasury under the Code, and any references to "partners" or "partnership" in the Regulations shall refer, as appropriate, to Members and Company, respectively.

**Tribe** shall have the meaning set forth in Section 2.2(a).

**Trigger Date** shall have the meaning set forth in Section 7.4(a).

**Unit** means an equity interest in Company having the rights and obligations ascribed to it in this Agreement.

**EXHIBIT B**  
**UNITS; CAPITAL COMMITMENTS**

<b>Member Name</b>	<b>Units</b>	<b>Capital Commitments</b>
Solar Investments WI, LLC	990	\$1,040,000
Oneida Nation	10	\$960,000
<b>Totals:</b>	<b>1,000</b>	<b>\$2,000,000</b>

**EXHIBIT C**  
**DOE GRANT TERMS AND CONDITIONS**

See attached.

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EERE Award No. DE-EE0006948.0002 With Oneida Tribe of Indians of Wisconsin (Special Terms and Conditions)

## SPECIAL TERMS AND CONDITIONS

Oneida Tribe of Indians of Wisconsin (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy (“EERE”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Statement of Project Objectives and Milestone Summary Table
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions

The following are incorporated into this Award by reference:

- a) DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- b) If the Award is for research and the Award is to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> apply.
- c) National Policy Assurances to be Incorporated as Award Terms in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- d) The Recipient’s application/proposal as approved by EERE.
- e) Applicable program regulations at <http://www.eCFR.gov>.

EERE Award No. DE-EE0006948.0002 With Oneida Tribe of Indians of Wisconsin (Special Terms and Conditions)

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## **SUBPART A. GENERAL PROVISIONS**

### **Term 1. LEGAL AUTHORITY AND EFFECT**

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

### **Term 2. FLOW DOWN REQUIREMENT**

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate) as required by 2 CFR 200.101 and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.326 to all subrecipients (and subcontractors, as appropriate) and to require their strict compliance therewith.

### **Term 3. COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAW**

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

### **Term 4. INCONSISTENCY WITH FEDERAL LAW**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

### **Term 5. FEDERAL STEWARDSHIP**

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and

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conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

**Term 6. SUBSTANTIAL INVOLVEMENT**

EERE has substantial involvement in work performed under this Award. EERE does not limit its involvement to the administrative requirements of this Award. Instead, EERE has substantial involvement in the direction and redirection of the technical aspects of the project as a whole. Substantial involvement includes the following:

- A. EERE shares responsibility with the Recipient for the management, control, direction, and performance of the Project.
- B. EERE may intervene in the conduct or performance of work under this Award for programmatic reasons. Intervention includes the interruption or modification of the conduct or performance of project activities.
- C. EERE may redirect or discontinue funding the Project based on the outcome of EERE's evaluation of the Project at the Go/No Go decision point.
- D. EERE participates in major project decision-making processes.

**Term 7. FEDERAL INVOLVEMENT****a. Review Meetings.**

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 1 to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award;
- The Recipient's actual expenditures compared to the approved budget in

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Attachment 3 to this Award; and

- Other subject matter specified by the DOE Technology Manager/Project Officer.

b. Project Meetings.

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

c. Site Visits.

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, 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.

d. Go/No Go Decisions.

Attachment 1 to this Award establishes Go/No Go decision points. For each Go/No Go decision point, EERE must determine whether the Recipient has fully and satisfactorily completed the work described in Attachment 1 to this Award. As a result of a Go/No Go review, in its discretion, EERE may take one of the following actions:

- (1) authorize Federal funding for the next budget period for the Project;
- (2) recommend redirection of work under the Project;
- (3) place a hold on the Federal funding for the Project, pending further supporting data; or
- (4) discontinue providing Federal funding for the Project beyond the current budget period as the result of insufficient progress, change in strategic direction, or lack of available funding.

e. Technical Milestones and Deliverables.

Attachment 1 to this Award establishes technical milestones and deliverables. If the Recipient fails to achieve two or more technical milestones and deliverables, EERE may

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renegotiate the Statement of Project Objectives and/or Milestone Summary Table in Attachment 1 to this Award. In the alternative, EERE may deem the Recipient's failure to achieve these technical milestones and deliverables to be material noncompliance with the terms and conditions of this Award and take action to suspend or terminate the Award.

f. EERE Access.

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

**Term 8. NEPA REQUIREMENTS**

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, EERE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Project Objectives (SOPO) approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities. This authorization is specific to the project activities and locations as described in the SOPO approved by the Contracting Officer and the DOE NEPA Determination.

***If the Recipient later intends to add to or modify the activities or locations*** as described in the approved SOPO and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

**Term 9. PERFORMANCE OF WORK IN UNITED STATES**

a. Requirement.

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

b. Failure to Comply.

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If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

c. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

**Term 10. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

**Term 11. REPORTING REQUIREMENTS**

a. Requirements.

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or

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other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Dissemination of scientific/technical reports.

Scientific/technical reports submitted under this Award will be disseminated on the Internet via the DOE Information Bridge ([www.osti.gov/bridge](http://www.osti.gov/bridge)), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the Award will appear on the DOE Energy Citations Database ([www.osti.gov/energycitations](http://www.osti.gov/energycitations)).

c. Restrictions.

Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

**Term 12. LOBBYING**

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**Term 13. PUBLICATIONS**

EERE encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under Award Number DE-\_\_\_\_\_."
- *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

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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.”

**Term 14. NO-COST EXTENSION**

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

**Term 15. PROPERTY STANDARDS**

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

**Term 16. INSURANCE COVERAGE**

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

**Term 17. REAL PROPERTY**

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-

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through entity. The instructions must provide for one of the following alternatives: (a) retain title after compensating DOE as described in 2 CFR 200.311(c)(1);(b) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (c) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

**Term 18. EQUIPMENT**

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (c) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

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**Term 19. SUPPLIES**

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

**Term 20. PROPERTY TRUST RELATIONSHIP**

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

**Term 21. RECORD RETENTION**

Consistent with 2 CFR 200.333 through 200.337, the Recipient is required to retain records relating to this Award.

**Term 22. AUDITS**

a. Government-Initiated Audits.

The Recipient is required to provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

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b. Annual Compliance Audits.

The Recipient is required to comply with the annual compliance audit requirements in 2 CFR 200.500 through 521 for institutions of higher education, nonprofit organizations and state and local governments, and 2 CFR 910.500 through 521 for for-profit entities. The annual compliance audits are independent from Government-initiated audits discussed in paragraph (a) of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a compliance audit in conjunction with its annual audit of financial statements.

**SUBPART B. FINANCIAL PROVISIONS**

**Term 23. MAXIMUM OBLIGATION**

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

**Term 24. COST SHARING**

a. Cost Sharing Obligations.

The Recipient must provide the “Cost Share” amount stated in Block 12 of the Assistance Agreement to this Award. EERE and the Recipient’s cost share for the total estimated project costs are listed below.

Table 1

EERE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Project Costs
\$999,972/48.9%	\$1,044,918/51.1%	\$2,044,890

The Recipient must provide its required “Cost Share” amount as a percentage of the total project costs in each invoice period for the duration of the project period. Specifically, the cumulative cost share percentage provided to date on each invoice received must reflect, at a minimum, the cost sharing percentage specified in the Award.

b. Cost Share Obligation If Award Terminated or Discontinued.

If the Award is terminated or is otherwise not funded to completion, the Recipient is not required to provide the entire “Cost Share” amount stated in Block 12 of the Assistance Agreement to this Award; however, the Recipient must provide its share (i.e., percentage as shown in Table 1 above) of the total project cost reimbursed as of the date of the termination or discontinuation.

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The Recipient may not use Federal funds to meet its cost sharing obligations, unless otherwise allowed by Federal law.

**d. Inability to Comply with Cost Sharing Obligations.**

If the Recipient determines that it is unable to meet its cost sharing obligations, the Recipient must notify the DOE Award Administrator in writing immediately. The notification must include the following information: (i) whether the Recipient intends to continue or phase out the project, and (ii) if the Recipient intends to continue the project, how the Recipient will pay (or secure replacement funding for) the Recipient's share of the total project cost.

If the Recipient fails to meet its cost sharing obligations, EERE may recover some or all of the financial assistance provided under this Award. The amount EERE would seek to recover under this Term would be predicated on EERE's analysis of the Recipient's compliance with their cost sharing obligation under the Award.

**Term 25. REFUND OBLIGATION**

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (i) the total payments received from EERE, and (ii) the Federal share of the costs incurred.

**Term 26. ALLOWABLE COSTS**

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

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**Term 27.       INDIRECT COSTS**

The Recipient has a Federally approved negotiated indirect cost rate agreement of 16.88% and it applies uniformly across all Federal awards.

**Term 28.       PRE-AWARD COSTS**

As stated in the Contracting Officer's Pre-Award Costs Letter dated March 25, 2015, the Recipient is authorized to request reimbursement for costs incurred on or after February 27, 2015, if: (1) such costs are allowable in accordance with 2 CFR part 200 as amended by 2 CFR part 910, (2) such costs are not otherwise restricted by Term titled "National Environmental Policy Act (NEPA) Requirements," and (3) such costs are not otherwise restricted by any other Term. If the Recipient elects to undertake activities that are not authorized for Federal funding by the Contracting Officer in advance of DOE completing the NEPA review, the Recipient is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. Nothing contained in the pre-award cost reimbursement regulations or any pre-award costs approval letter from the Contracting Officer override these NEPA requirements to obtain the written authorization from the Contracting Officer prior to taking any action that may have an adverse effect on the environment or limit the choice of reasonable alternatives.

**Term 29.       USE OF PROGRAM INCOME**

If the Recipient earns program income during the project period as a result of this Award, the Recipient may add the program income to the funds committed to the Award and used to further eligible project objectives.

**Term 30.       PAYMENT PROCEDURES**

a.       Method of Payment.

Payment will be made by reimbursement through ACH.

b.       Requesting Reimbursement.

Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, the Recipient must enroll at <https://vipers.oro.doe.gov>. Detailed instructions on how to enroll are provided on the web site.

For non-construction awards, the Recipient must submit a Standard Form (SF) 270, "Request for Advance or Reimbursement," at <https://vipers.oro.doe.gov> and attach a

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file containing appropriate supporting documentation. The file attachment must show the total Federal share claimed on the SF 270, the non-Federal share claimed for the billing period if cost sharing is required, and cumulative expenditures to date (both Federal and non-Federal) for each of the following categories: personnel; fringe benefits; equipment; travel; supplies; contractual; other direct costs; and indirect costs. For construction awards, the Recipient must submit a SF 271, "Outlay Report and Request for Reimbursement for Construction Programs," through VIPERS.

c. Timing of Submittals.

Submittal of the SF 270 or SF 271 should coincide with the Recipient's normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the Federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.

d. Adjusting Payment Requests for Available Cash.

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

e. Payments.

The EERE approving official will approve the invoice as soon as practical, but not later than 30 days after the Recipient's request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the EERE approving official, the ORFSC will disburse payment to the Recipient. The Recipient may check the status of payments at the VIPERS web site. All payments are made by electronic funds transfer to the bank account specified on the Bank Information Form that you filed with the U.S. Department of Treasury.

f. Supporting Documents for Agency Approval of Payments.

The EERE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

g. Unauthorized Drawdown of Federal Funds.

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For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

**Term 31. BUDGET CHANGES****a. Budget Changes Generally.**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any budget change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

**b. Transfers of Funds Among Direct Cost Categories.**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

**c. Transfer of Funds Between Direct and Indirect Cost Categories.**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories.

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### **SUBPART C. MISCELLANEOUS PROVISIONS**

#### **Term 32. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP**

- a. The Recipient shall immediately, but no later than five (5) days, notify EERE of the occurrence of any of the following events: (i) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) the Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent; (iii) the filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or Federal law; or (iv) the Recipient's insolvency due to its inability to pay debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph (a); (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this Award.
- c. Upon the occurrence of any of the four events described in paragraph a. of this term, EERE reserves the right to conduct a review of the Recipient's Award to determine the Recipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the EERE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Award, EERE reserves the right to impose additional requirements, as needed, including (i) change of payment method; or (ii) institute payment controls.
- a. Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

#### **Term 33. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION**

- a. Reporting of first-tier subawards.
  1. Applicability. Unless the Recipient is exempt as provided in paragraph d. of this award term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

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2. Where and when to report.
  - i. The Recipient must report each obligating action described in paragraph a.1. of this award term to <https://www.fsr.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsr.gov> specify.
  - b. Reporting Total Compensation of Recipient Executives.
    1. Applicability and what to report. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if
      - i. The total Federal funding authorized to date under this Award is \$25,000 or more;
      - ii. In the preceding fiscal year, the Recipient received;
        - (A) 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
        - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

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2. Where and when to report. The Recipient must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of the Recipient's registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if;

- i. In the subrecipient's preceding fiscal year, the subrecipient received;
  - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between

**EERE Award No. DE-EE0006948.0002 With Oneida Tribe of Indians of Wisconsin (Special Terms and Conditions)**

October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards and;
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this Award term:

1. Entity means all of the following, as defined in 2 CFR Part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
- ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

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iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from the Recipient under this award; and
- ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

EERE Award No. DE-EE0006948.0002 With Oneida Tribe of Indians of Wisconsin (Special Terms and Conditions)

**Term 34. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS**

a. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

If the Recipient had an active registration in the CCR, it has an active registration in SAM.

b. Requirement for Data Universal Numbering System (DUNS) Numbers

If the Recipient is authorized to make subawards under this Award, the Recipient:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its DUNS number to the Recipient.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to the Recipient.

c. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at

**EERE Award No. DE-EE0006948.0002 With Oneida Tribe of Indians of Wisconsin (Special Terms and Conditions)**

## 2 CFR Part 25, subpart C:

- i. A Governmental organization, which is a State, local government, or Indian Tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization; and
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

## 4. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
- ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
- iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

## 5. Subrecipient means an entity that:

- i. Receives a subaward from the Recipient under this Award; and
- ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

**Term 35. NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES**

By entering into this agreement, the Recipient attests that it does not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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**Term 36. RESERVED**

**Term 37. SUBAWARD/SUBCONTRACT CHANGE NOTIFICATION**

Except for subawards and/or subcontracts specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subawards/subcontracts, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
2. Cost share commitment letter if the subawardee is providing cost share to the Award;
3. An assurance that the process undertaken by the Recipient to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329.
4. An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient's written standards of conduct were followed<sup>1</sup>;
5. A completed Environmental Questionnaire, if applicable;
6. An assurance that the subawardee/subcontractor is not a debarred or suspended entity; and
7. An assurance that all required award provisions will be flowed down in the resulting subaward/subcontract.

The Recipient is responsible for making a final determination to award or modify subawards/subcontracts under this agreement, but the Recipient may not proceed with the subaward/subcontract until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

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<sup>1</sup> It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subawardee's/subcontractor's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subaward or subcontract does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subcontract or subaward to: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

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Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subaward/subcontract documentation stipulated above, Recipient may proceed to award or modify the proposed subaward/subcontract.

**Term 38. CONFERENCE SPENDING**

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

**Term 39. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS**

**A. General Reporting Requirement**

If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

**EERE Award No. DE-EE0006948.0002 With Oneida Tribe of Indians of Wisconsin (Special Terms and Conditions)**

- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
  - 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
  - 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 4. Any other criminal, civil, or administrative proceeding if:
    - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

**C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

**D. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

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#### E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
  1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

## Environmental, Health & Safety Division

Little Bear Development Office  
PO Box 365  
N7332 Water Circle Place  
Oneida, WI 54155  
Phone (920) 869-4591  
FAX (920) 869-1610



Conservation Field Office  
PO Box 365  
N8047 County Road U  
Oneida, WI 54155  
Phone (920) 869-1450  
FAX (920) 869-2743

May 12, 2017

To: Larry Barton, Chief Financial Officer  
Ralinda Ninham-Lamberies, Assistant Chief Financial Officer  
Rae Skenandore, Financial Analyst  
Melinda Danforth, CDPC Chair  
Tehassi Hill, CDPC Vice Chair  
Lisa Summers, OBC Secretary  
Jennifer Webster, Councilwoman  
Fawn Billie, Councilwoman  
David Jordan, Councilman

From: Michael Troge, Project Manager

Cc: Patrick Pelky, Environmental Div  
Jim Bittorf, Deputy Chief Counsel  
Jacque Boyle, Facilities  
Tim Skenandore, Main Casino  
Becky Demmith, OSGC  
Michael Debraska, Policy Advisor

David Connell, Ater Wynne LLP  
Rick Daubenspeck, BDO Consultants  
Mike Lorenz, BDO Consultants  
Kosol Kiatreungwattana, National  
Renewable Energy Laboratory

Subject: **Solar Deployment Project operating agreement, background check, capital account projections, and project cash flows**

This packet includes a number of items for your review. The project is summarized in the following table. Each item for review is then summarized below. The attachments correspond to each item. I can schedule a group meeting for more discussion if requested.

### Project Summary

Department of Energy grant	\$1 million
Investor (SunVest) match	\$1 million
Total project costs	\$2 million
Total system size	800 kilowatts
# of Facilities	6: IMAC, Anna John, Health Center, Elder Apts, Food Distribution/Pantry, County H Recreation Center
Construction timeline	Summer, 2017
Management company	Oneida Nation Solar LLC (partners: Oneida Nation & SunVest)
Purpose of company	Strictly to manage this solar deployment project
Ownership shares	Oneida Nation (10 shares), SunVest (990 shares)
SunVest investment	Cash distributions to \$446,000 and 30% tax credit
Oneida's commitment	\$81,000/year for 7 years (for solar electricity and maintenance)
Oneida's purchase of shares	\$100,000 to \$200,000 in year 8
Oneida ownership	With purchase of shares, Oneida is 100% owner by year 8
Future of company	May be dissolved by Oneida Nation

**1. Operating Agreement brief summary (Attachment 1)**

- a. Article 1: The operating agreement creates Oneida Nation Solar LLC; members are Oneida Nation and Solar Investments Wisconsin LLC (a holding company for SunVest)
- b. The Department of Energy (DOE) clause in Article 1.3 requires the formation of the LLC; also includes provisions from CFR §200 and 910: cannot encumber property, no fee or profit from federal assistance, other provisions listed in the grant terms & conditions.
- c. Requested clarification from DOE regarding capital calls for access to grant funds.
- d. Article 2.3(c): Future member obligations (insurance premiums, legal fees, accounting fees) are based on units held – SunVest to pay 99% of future obligations.
- e. The LLC shall have no paid board or employees.
- f. All decisions of the LLC unanimous consent by the Oneida Nation representative and a SunVest representative.
- g. Article 7.4: Transfer of Units (shares in LLC):
  - i. in year 5, if investor has received all of its distributions, investor has the right to sell interests in LLC to Oneida Nation for \$100,000. If investor does not exercise this right, then:
  - ii. in year 6 or 7, Oneida Nation has the right to purchase units held by the investor for Fair Market Value, estimated to be \$100,000 to \$200,000.
- h. Article 10.11: No Waiver of Sovereign Immunity
- i. Specific questions may be directed to David Connell, 503-226-8605
  - i. [ldc@aterwynne.com](mailto:ldc@aterwynne.com)

**2. Background Check (Attachment 2)**

- a. SunVest Solar, Inc:
  - i. No federal or state criminal records.
  - ii. No federal civil litigation records.
  - iii. SunVest named in a case in Missouri and a case in New Jersey; cases dismissed 08/2016 and disposed of 09/2011 respectively.
  - iv. No judgments or liens on record.
  - v. No watchlists on record.
  - vi. 3 adverse media articles.
- b. Mark William Neumann
  - i. No federal or state criminal records.
  - ii. No federal civil litigation on record.
  - iii. Wisconsin state civil case, Mark Neumann defendant in Waukesha County, dismissed 12/2004; Wisconsin state civil case, Mark Neumann plaintiff in Waukesha County, foreclosure of mortgage, 12/1998.
  - iv. No judgments or liens on record.
  - v. No watchlists on record.
  - vi. 5 adverse media articles, 1997-2012.
- c. Matthew K. Neumann
  - i. No federal or state criminal records.

- ii. No federal civil litigation on record.
- iii. Wisconsin state civil case, Matt Neumann plaintiff in Waukesha County, foreclosure of Mortgage, 05/2010; WI state civil case, Matt Neumann defendant in Waukesha County, contract matter, 12/2006.
- iv. No judgments or liens against Matt Neumann on record.
- v. No watchlists on record.
- d. Specific questions may be directed to Rick Daubenspeck, 602-293-2366
  - i. [rdaubenspeck@bdo.com](mailto:rdaubenspeck@bdo.com)

### 3. Commercial Credit Appraisal (Attachment 3)

- a. BDO Consulting appraisal of SunVest Solar Inc.
  - i. SunVest began operations in 2009.
  - ii. Paydex Score = 79; Industry median score = 78
  - iii. Financial Stress Score = 30; Industry median score = 49
  - iv. Commercial Credit Score = 52; Industry Score = 39
  - v. BDO credit score: 4.45 (moderate sensitivity in a scale of 1 - 10)
  - vi. Recommended 10% retainer
  - vii. Explanation of terms on page 2 of BDO appraisal
- b. Dunn & Bradstreet
  - i. See attachment 3
- c. Specific questions may be directed to Rick Daubenspeck, 602-293-2366
  - i. [rdaubenspeck@bdo.com](mailto:rdaubenspeck@bdo.com)

### 4. Capital Account Projections and Cash Flow (Attachment 4)

- a. Financial analysis performed by BDO Consultants
- b. Capital Account Projections
  - i. Year 1: SunVest tax credit earnings = \$588,000
  - ii. Year 7: total cash distributions to SunVest = \$446,000
  - iii. Year 8: Oneida Nation receives distribution = \$104,721
  - iv. Year 8: fair market value = \$1,147,518
  - v. Year 8: Liquidating distribution = \$297,256
  - vi. Year 8: Estimated Oneida purchase = \$297,256 - \$104,721 = \$192,535
- c. Fair Market Value Approaches
  - i. Six fair market value approaches evaluated
  - ii. Cash flow analysis uses blended approach
- d. Project Cash Flows
  - i. Total project cash flow included as attachment
  - ii. Cash flow for each building provided to Finance Dept.
- e. Specific questions may be directed to Mike Lorenz,
  - i. [mlorenz@bdo.com](mailto:mlorenz@bdo.com)

Oneida Nation  
**Environmental, Health & Safety Division**

Little Bear Development Office  
PO Box 365  
N7332 Water Circle Place  
Oneida, WI 54155  
Phone (920) 869-4591  
FAX (920) 869-1610



Conservation Field Office  
PO Box 365  
N8047 County Road U  
Oneida, WI 54155  
Phone (920) 869-1450  
FAX (920) 869-2743

May 3, 2017

To: Land Commission  
From: Mike Troge, Environmental Division

A handwritten signature in black ink, appearing to read "Mike Troge".

Re: **Seek approval for Solar Deployment on Tribal Facilities project at  
May 8, 2017 Land Commission meeting**

### **Introduction**

Oneida Nation is a recipient of a Department of Energy grant for \$1 million. We are working with an investor to provide the match. Total project cost is \$2 million. The project will install 800 kilowatts of solar electricity on six Tribal buildings:

- Irene Moore Activity Center
- Anna John Resident Centered Care Community
- Oneida Community Health Center
- Elder Service Apartments
- Food Distribution / Pantry
- County H Recreation Center

We are planning for a summer, 2017 construction. Designs are nearly complete. Zoning, Facilities, Electrical, Casino, and Seventh Gen staff have been critical to the design process. The project will be constructed to National Electric Code 2017 standards. Inverters, used to convert solar power to building power, are installed at protected exterior walls of most buildings. Inverters at Food Distribution will be interior. Structural analyses have found all buildings able to support the solar. The project will have an operations and maintenance agreement with the installer for a 5-year period. Tribal electrical staff are receiving training and support when O&M is transitioned to the Tribe. Regarding roof work:

- On the flat roofs, the modules will be attached to a frame with a tray full of bricks to hold the equipment in place – no penetrations into the roof surface.
- On the pitched asphalt roofs, the modules and racking will be secured to the roof structure and flashed accordingly.
- On the pitched metal seam roofs, the modules are clamped to the vertical seams – no penetrations into the roof surface.

**Financing**

Oneida cannot claim tax benefits for projects like this, but they can partner with an investor that can.

Oneida Nation Solar, LLC is a limited liability company where Oneida Nation and the investor, SunVest, are partners. The LLC allows the investor to claim the tax benefits.

This LLC is solely for the management of this project; there is no additional work that this company will pursue.

The solar deployment project saves about \$80,000 per year of utility electricity. For up to 8 years, Oneida Nation will purchase solar electricity from the LLC for about \$80,000 per year.

After the investor has received all of its benefits, Oneida Nation becomes majority owner of the LLC. They can buy the investor's remaining shares for about \$100,000 and become full owner by around year 7 or 8.

Over the 6 to 8 year period, the Tribe will pay about \$580,000 for solar electricity, operations, and maintenance. Around year 8, Oneida Nation becomes full owner of the project.

The alternative to this business structure: Oneida Nation would have to match the \$1 million grant with \$1 million of Tribal Contribution in the first year if the Tribe wanted to pursue the project.



## Solar Deployment on Tribal Facilities



### Project Summary to Oneida Nation Land Commission May 8, 2017

Michael Troge  
Oneida Nation Environmental Division

## Technical Team

- Kevin Rentmeester, DPW
- Mitch Skenandore, DPW
- Mark Engel, DPW
- Ray Olson, Facilities
- Leroy King, Facilities
- Ray Creapeau, Zoning
- Larry Cornelius, Zoning
- Melissa Nuthals, Planning
- Kosol Kiatreunqwattana, National Renewable Energy Laboratory
- Adam Gusse, SunVest
- Tim Skenandore, Casino
- Kenneth Skenandore, Casino
- Casey Smith, Casino
- Barbara Truttman, Casino
- Becky Demmith, OSGC
- Travis Wallenfang, Indian Preference
- Paul Witek, Engineering
- Wayne Metoxen, Engineering



## Legal/Financial Team

- James Bittorf, Legal
- Patrick Pelky, EHS
- David Connell, Ater Wynne
- Rick Daubenspeck, BDO Consulting
- Mike Lorenz, BDO Consulting
- David Patch, BDO Consulting
- Kosol Kiatreunqwata, NREL
- Larry Barton, Finance
- Rae Skenandore, Finance
- Kirk Kindred, SunVest

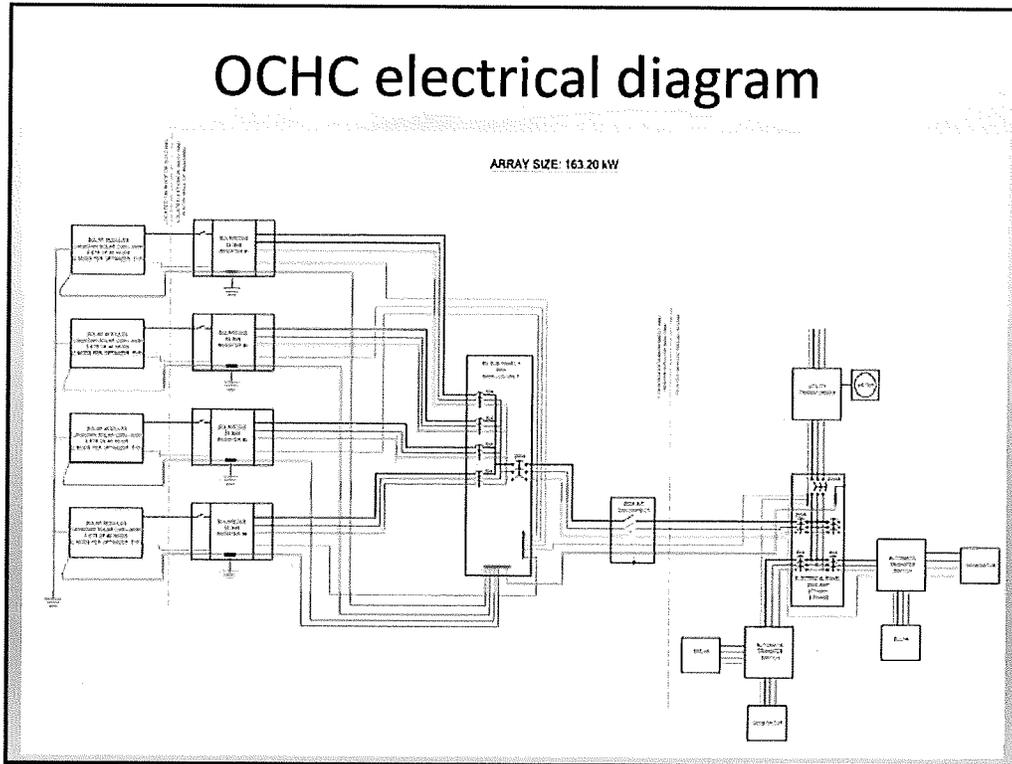


## Schedule

- **Grant Application**                      **Oct, 2014**
- Notification                                      **Apr, 2015**
- Acknowledged                                      **Sept, 2015**
- RFP    **Nov, 2015**
- ITC extended                                      **Dec, 2015**
- Building evaluation                                      **Mar, 2016**
- Final site list                                      **Dec, 2016**
- PPA documents                                      **Spring, 2017**
- Approvals    **May, 2017**
- Installation    **Summer, 2017**



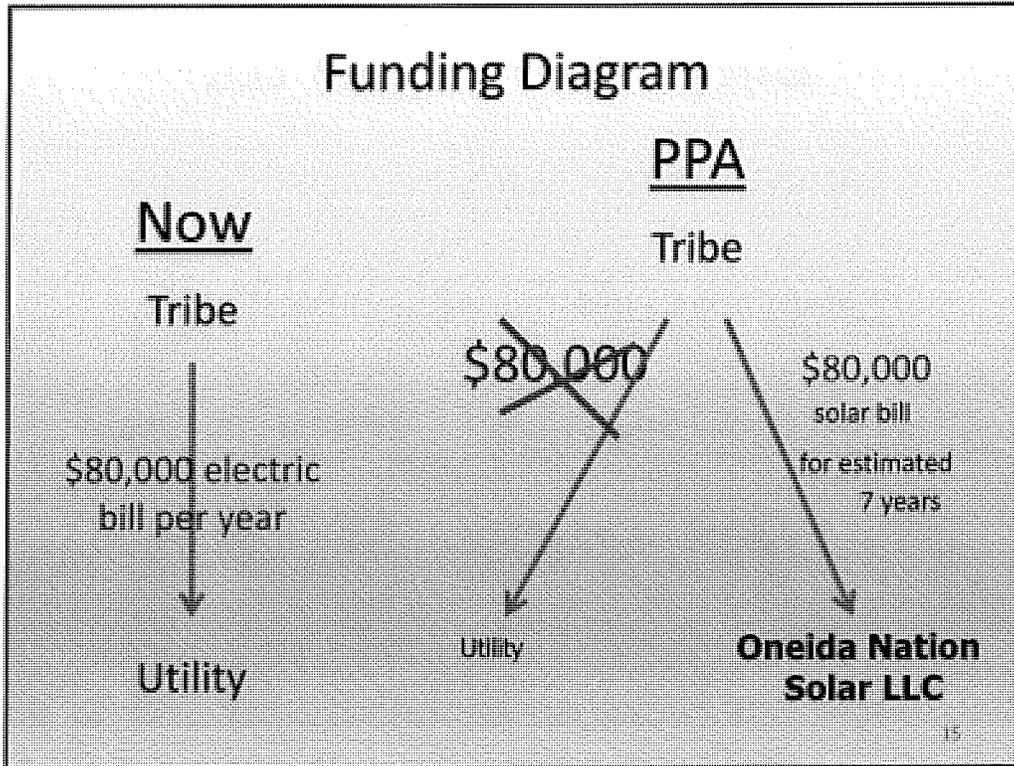




### Latest Project Details

- **Project design:** 798 kilowatts on 6 buildings
- **Project install costs:** \$2 million
- **Dept. of Energy:** \$1 million grant
- **Investor/partner:** \$1 million investment
- **Tribe's solar bill:** ~ \$80,000/yr for ~ 7 years
  - **Estimated maint:** ~ \$15,000/year (maintenance agreement)
  - **Tribal solar costs:** ~ \$65,000/year
- **Install price:** \$2,506 / kilowatt (very competitive)
  - **Investor put right:** ~ year 7 sells interests of LLC to Oneida for \$100k
  - **Oneida Nation call right:** ~ year 8 buys interests at FMV (\$100k to \$200k)
- **Strategy:** solar bill = utility bill
- **Agreements:** near complete

14



- ### Investment Tax Credit (extended to 2020)
1. Not available to Oneida Nation because Oneida is tax-exempt
  2. Opportunity for SunVest to partner with Oneida Nation
  3. SunVest benefits from tax credits with their investment
  4. Oneida Nation uses grant to match investment
  5. Oneida Nation and SunVest form partnership
  6. Oneida Nation Solar LLC is the legal partnership required by IRS

## Oneida Nation Solar LLC

- Designated to specifically manage this project
- Legal means to partner with SunVest
- Direct oversight by Oneida Nation & SunVest
- May be dissolved by Oneida Nation after put or call has been exercised (about year 7 or 8).

17

## Operating Agreement

### Operating Agreement for Oneida Nation Solar LLC

- Owned by Oneida Nation + SunVest (~ 7 years)
  - Capitalized to construct project from grant & investment
  - All decisions require unanimous approval by co-managers or members – **NOT** paid positions
  - Investor receives tax credits and distributions to \$448,000
    - About year 7: SunVest put right to sell for \$100,000,  
**OR**
    - About year 8: Oneida call right to buy for fair market value (\$100,000 to \$200,000)
  - Purchase price 10% down and 90% over 9 years (promissory note)
  - No waiver of sovereign immunity

18

## Power Purchase Agreement

### Power Purchase Agreement

- Oneida Nation Solar LLC + Oneida Nation (~ 7 years)
- LLC sells solar electricity to Oneida Nation
- Price fixed at \$0.10/kilowatt-hour for about 7 years
- 20-year term with two 5-year optional extensions
- **LLC may be dissolved by Oneida Nation**

19

## Oneida Nation Solar LLC Agreements (estimated dates)

1. **Contract for Purchase**
  - Oneida Nation Solar LLC + SunVest (1 year)
  - For project installation
2. **Operations & Maintenance Agreement**
  - Oneida Nation Solar LLC + SunVest (5 years)
3. **Site Agreement**
  - Oneida Nation Solar LLC + Land Mgt (25+ years)
4. **Interconnection Agreement**
  - Oneida Nation Solar LLC + electric utility (25+ years)

20

### Cash flow (approximate)

- Initial project investment, year 0
  - SunVest + DOE grant \$2,000,000
- Oneida Nation Solar LLC, year 1 to 7
  - Oneida Nation solar electric payment = \$480,000
  - Oneida Nation final buyout payment = ~ \$100,000 -  
\$200,000

---

- Oneida Nation ownership, year 8 to 25
  - Project life remaining 18+ years
  - Oneida total savings ~ \$1,900,000
  - Lifetime maintenance ~ \$1,000,000
  - **Savings during Oneida ownership** ~ \$900,000 <sup>21</sup>

# Yaw^ko!

Michael Troge  
 Environmental Project Manager  
 Oneida Nation  
 PO Box 365  
 Oneida, WI 54155  
[mtroge@oneidanation.org](mailto:mtroge@oneidanation.org)  
 920-869-4572



Little Bear Development Office  
PO Box 365  
N7332 Water Circle Place  
Oneida, WI 54155  
Phone (920) 869-4591



Conservation Field Office  
PO Box 365  
N8047 County Road U  
Oneida, WI 54155  
Phone (920) 869-1450

April 30, 2017

To: Community Development Partnership Committee  
From: Mike Troge  
Cc: James Bittorf, David Connell, Rick Daubenspeck, Adam Gusse, Kosol Kiatreunqwattana, Kirk Kindred, Mike Lorenz, Jennifer Luna, Lizana Pierce  
Re: **Solar Deployment update #9a**

Please review the latest details for the Solar Deployment project.

1. **Technical update –**

- a. Buildings to receive solar: Irene Moore Activity Center, Oneida Community Health Center, Anna John Resident Centered Care Community, Elder Service Apartments, Food Distribution/Pantry, County Hwy. H Recreation Center.
- b. Final solar design for all buildings is 95% complete; construction drawings will be issued and submitted to Zoning when the Operating Agreement is signed.
- c. Facilities, Electrical, Engineering, and Zoning staff have provided their recommendations for array layout, setbacks, safety requirements, inverter location, rapid shutdown requirements, and real-time system monitoring. Project is NEC 2017 compliant.
- d. Structural analysis for all buildings is complete; the Structural Engineer has reported that roof structures for all building have sufficient capacity to support increased loads of the proposed solar arrays. Structural calculations and reports have been issued to staff.
- e. IMAC is scheduled for roof replacement this summer before solar installation.
- f. **Recommend to schedule Cty H Recreation Center shingle roof replacement for this summer before solar installation.**
- g. The Federal Aviation Administration is currently reviewing proposed project.
- h. A presentation has been prepared for the community meetings; it is attached.

2. **Legal update –**

- a. Negotiations continue with Operating Agreement; near final stages.
- b. Agreement provides for the formation of Oneida Nation Solar, LLC between Oneida Nation and Solar Investments WI, LLC (owned by SunVest).
- c. A no-waiver of sovereign immunity clause and dispute resolution clause are included.
- d. Dept. of Energy clause to assure the formation of the LLC.
- e. Solar Investments WI, LLC owns 990 units (shares) and Oneida Nation owns 10 units during six year period.
- f. The project company is co-managed by both parties.
- g. Oneida Nation will purchase solar energy for ~\$80,000/year for six years.
- h. Article 7 defines the transfer of units from Solar Investments WI, LLC to Oneida Nation.
  - i. At year five, if investor has received its return in tax credits and cash, Oneida Nation shall purchase the investor's units at a fixed cost of \$100,000. **OR**
  - ii. At year six, Oneida Nation shall have the right to purchase investor's units at fair market value, \$100,000 to \$200,000.

- i. Intend to send final draft of Agreement to Finance Department and Community Development Partnership (CDPC) committee members in preparation for the CDPC meeting on May 4.
  
3. **Financial update –**
  - a. Department of Energy approved a grant extension to 12/31/17.
  - b. BDO Consulting has developed the cash flow model; BDO is adjusting variables as clauses in the Operating Agreement are adjusted.
  - c. A fund reserve will be created to receive redirected or unused maintenance funds, incentives, and revenues (from savings) for future costs associated with maintenance, inverter replacement, system removal/reinstall costs, soft fees (i.e. insurance), and purchase of investor units.
  - d. Intend to send final draft of financing report to Finance Department and CDPC committee members in preparation for the CDPC meeting on May 4.
  
4. **Training –** Facility and casino electricians have attended multiple solar installation and maintenance workshops since April, 2016. During project years one to five, a maintenance agreement between Oneida Nation Solar, LLC and SunVest will provide regular project inspection and maintenance. Workmanship and equipment warranties also apply. Facility and casino electricians are able to job-shadow during this time in preparation for when Oneida Nation assumes ownership. Extending the service agreement is also an option.
  
5. **Additional notes on technical design and building selection**
  - a. The current working list of buildings, system sizes, installed cost, maintenance costs, and production are in the table below.
  - b. Space for inverters have been designated for each building; Food Distribution is the only building where the inverters are inside.
  - c. Rapid shutdown for each system is achieved with optimizers that are installed at each module pair.
  - d. Module layout adjusted to provide reasonably direct access lanes to roof-top equipment.
  - e. Project is NEC 2017 compliant.
  - f. Interconnecting the solar with the utility grid requires that the building power is shut down for up to 4 hours; generators may be used to keep buildings operational.
  - g. The estimated roof replacement date and solar removal cost is listed in the table.
  - h. Due to complications with Bureau of Indian Education agreements, technical roof challenges, and concerns with limited open space, the Elementary School was removed from consideration.

6. Updated Timeline

- i. Final building list..... December 9, 2016
- j. Final structural findings ..... February, 2017
- k. Final project design..... March, 2017
- l. Finalize Operating Agreement..... May, 2017
- m. Finalize other documents ..... May, 2017
- n. Community meeting..... May 2, 2017
- o. Operating Agreement presented to CDPC..... May 4, 2017
- p. Operating Agreement presented to Business Committee..... May 24, 2017
- q. Permit applications..... June, 2017
- r. Land Commission land use license..... June, 2017
- s. Utility interconnection agreement..... June, 2017
- t. Installation window..... July to December, 2017

ONEIDA NATION BUILDINGS DESIGNATED FOR SOLAR, 04-19-2017

Building	Anna John Nursing Home	Elder Services	Food Distribution	IMAC	IMAC - Annex	Oneida Community Health Center	County H Rec Center	County H Rec Center	Annual totals
Address	2907 Overland Dr,	2907 S Overland Dr.	N7360 Water Circle	2100 Airport Rd	2100 Airport Rd	525 Airport Rd	N6457 County Rd H	N6457 County Rd H	
City	Oneida	Oneida	Oneida	Oneida	Oneida	Oneida	Oneida	Oneida	
State	WI	WI	WI	WI	WI	WI	WI	WI	
Zip Code	54155	54155	54155	54155	54155	54155	54155	54155	
Building Use	Health Facility	Office	Warehouse	Casino	Casino	Health Facility	Recreation	Recreation	
Electric Supplier	WPS	WPS	WE Energies	WPS	WPS	WPS	WE Energies	WE Energies	
Account Number		0402048525-00001	4667615101	0402046949-00071	0402046949-00091	0402046949-00092	7250770709	7250770709	
Meter #	741964	742110		906257	953578	884103			
Annual Consumption (kWh)	1,463,920	307,080	123,160	1,051,080	1,481,280	1,096,240	60,600	60,600	5,643,960
Solar Array Size (kw)	168.0	68.0	100.0	100.0	159.8	163.5	25.5	15.6	800.4
Annual Production (kWh)	211,652	87,661	119,531	125,619	200,740	207,867	29,850	18,295	1,001,215
% of Facility Usage	14.5%	28.5%	97.1%	12.0%	13.6%	19.0%	49.3%	30.2%	17.7%
% of facility usage	14.5%	28.5%	97.1%	12.0%	13.6%	19.0%	49.3%	30.2%	
# of modules	494	200	294	294	470	481	75	46	2,354
module rated power (kw)	340	340	340	340	340	340	340	340	
Racking	Ballasted	Flush - FF	Tilt-up - SS	Ballasted	Ballasted	Ballasted	Flush - SS	Flush - SS	
Roof Type	Adhered EPDM	Arch Shingle	Standing Seam	Adhered EPDM		Ballasted EPDM	Standing Seam	Shingle	
Roof Contractor									
Install cost	\$449,645	\$175,190	\$248,350	\$244,052	\$389,849	\$414,415	\$71,595	\$43,881	\$2,036,977
Install unit price (\$/kw)	\$2,677	\$2,576	\$2,484	\$2,441	\$2,440	\$2,534	\$2,808	\$2,806	\$2,545
Roof install year	2014	2012	1998	1997	2015	2003	2001	2001	
Roof Age (yrs)	3	5	19	20	2	14	16	16	
Roof replace year	2034	2027	2038	2017	2035	2022	2041	2017	
solar reinstall cost SunVest estimate	\$94,058	\$38,080	\$55,978	\$55,978	\$89,488	\$91,582	\$14,284	\$8,754	
Solar reinstall rate SunVest estimate	20.9%	21.7%	22.5%	22.9%	23.0%	22.1%	20.0%	19.9%	
Solar reinstall rate NREL estimate	36%	36%	36%	36%	36%	36%	36%	36%	
Solar reinstall cost NREL estimate	\$161,872	\$63,068	\$89,406	\$87,859	\$140,346	\$149,189	\$25,774	\$15,797	
Operations & maintenance unit price (\$/kw/yr)	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	
Annual O&M low estimate	\$2,519.40	\$1,020.00	\$1,499.40	\$1,499.40	\$2,397.00	\$2,453.10	\$382.50	\$234.60	\$12,005.40
O&M unit price (\$/kw/yr)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	
Annual O&M high estimate	\$4,199.00	\$1,700.00	\$2,499.00	\$2,499.00	\$3,995.00	\$4,088.50	\$637.50	\$391.00	\$20,009.00
Inverter replacement price (\$/kw)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	
Inverter replacement cost	\$13,436.80	\$5,440.00	\$7,996.80	\$7,996.80	\$12,784.00	\$13,083.20	\$2,040.00	\$1,251.20	\$64,028.80
Inverter replacement year	2032	2032	2032	2032	2032	2032	2032	2032	

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~06 / 14 / 17~~ **MEETING CANCELLED**

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: Kathleen M. Metoxen, Records Tech. II/BC Support Office  
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.

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

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~06 / 14 / 17~~ **MEETING CANCELLED**

**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](mailto:BC_Agenda_Requests@oneidanation.org)

<b>ONEIDA NATION</b>	TITLE: Stipends for OBC - Elect during Transition	ORIGINATION DATE: 06/14/2017 REVISION DATE: N/A EFFECTIVE DATE: Upon OBC approval
<b>DIVISION:</b> Non-Divisional		
<b>DEPARTMENT:</b> Oneida Business Committee	APPROVED BY: <i>Oneida Business Committee</i> See Attached OBC Meeting Minutes	DATE: 6/14/2017
<b>AUTHORED BY:</b> Lisa Summers, Secretary	REVISED BY:	DATE: 6/14/2017
PAGE NO: 1 of 4 PRD # xxx: Assigned by PRO	REVIEWED BY: <i>Compliance Review Team</i>	DATE:

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.

5  
6  
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.

11  
12 2.2. Business Day: means Monday through Friday from 8:00 a.m. to 4:30 p.m.,  
13 excluding holidays, weekends, ½ days.

14  
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.

18  
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).

21  
22 2.5 Transition Team: means the staff members of the OBC and BCSO who organize  
23 and administer the Transition.

24  
25  
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

#### 36                    Stipend Rate

- 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 Councilmember:            \$ 26.26/hour  
44  
45                    3.4 The hourly rate shall be adjusted when there is an approved adjustment in  
46                    accordance with applicable Nation 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

#### 51                    Notifying HRD of the OBC Elect

- 52                    3.6 The BCSO will review the tentative results<sup>1</sup> 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

#### 58                    Receiving a Stipend

- 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

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<sup>1</sup> § 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



### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Information regarding BC Members and Political Appointments Ending Elected Terms

3. Supporting Materials

Report  Resolution  Contract

Other:

1. Memo

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

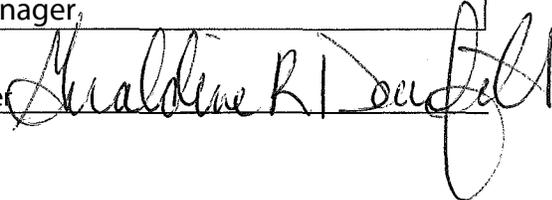
4. Budget Information

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Geraldine Danforth, HRD Area Manager,

Primary Requestor/Submitter: Geraldine Danforth, HRD Area Manager  
Your Name, Title / Dept. or Tribal Member



Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

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

Informational Memo written due to lack of policy or law regarding how to hand the ending of an elected term.

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

**Location:**  
909 Packerland  
Green Bay, WI 54303

**Phone:** (920)496-7000  
<http://www.oneida-nsn.gov>



A good mind. A good heart. A strong fire. *Job Line: 1-800-236-7050*

**Mailing Address:**  
P.O. Box 365  
Oneida, WI 54155-0365

**Fax:** (920)496-7490

# Memo

**To:** Oneida Business Committee  
**From:** Geraldine R. Danforth, Human Resources Area Manager  
**Date:** June 9, 2017  
**Re:** BC Members and Political Appointments Ending Elected Terms

Due to a lack of policy or law on Business Committee Members (herein referred to as employee) and political appointments (herein referred to as employee) whose elected term has ended, the Elected Officials and political appointments will be treated as employees under the Lay-Off Policy. Lay-off status includes the following:

- The Oneida Nation will not contest the unemployment compensation. Determination of eligibility is made by the State.
- The employee may apply for other jobs in the Oneida Nation within the 26-week layoff period. The employee will maintain continuous years of service if employment with the Tribe occurs within 26 weeks.
- Should the employee not gain employment with the Nation at the end of the 26-week layoff, any accrued vacation and/or personal time will be paid out.

If the employee chooses to have their accrued hours paid out immediately:

- Notify Human Resources at the time of separation.
- The employee may opt to have all or a partial portion of hours paid out.
- HR **will not** process weekly until hours are exhausted.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 6 / 28 / 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:

CIP #14-013 Early Head Start Facility - Authorization to proceed.

**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: Paul J. Witek, Senior Tribal Architect  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Fawn Cottrell, Contract Processor  
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:**

The Project Team is requesting authorization to proceed with construction of the Early Head Start Facility project #14-013, due to the fact that the project's current unobligated funds are not sufficient to cover the full value of the construction contract without additional project funds and any further delay in the project will have an impact of increased costs.

**Background:**

The project's CIP Package and FY2015 CIP Budget activation of \$1,961,000 were approved by the OBC on 5/13/15. The CIP Package denoted a need for additional CIP Funds for the project of \$345,000 which was to be requested in the FY2016 CIP Budget. The additional funds were requested but not approved in the final FY2016 CIP Budget.

No additional funding for the project was included in the FY2017 CIP Budget as the Project Team wanted to complete design and received the construction bids to confirm if additional funding was necessary. The bids received exceeded the cost estimate (see attached Bid Summary Sheet). The Project Team has negotiated with the lowest responsible bidder ( OTIE ) to identify cost savings for scope reduction. The team has identified \$158,261 in saving to the contract amount, however, this reduction still leaves the project's total budget under funded. \$300,000 has been requested in the FY2018 CIP Budget to address the project's budget shortfall.

The project was put on hold by the previous GSD Director just before being put out for bids. The project was approved to proceed 51 days later. The delay had a impact on the bid values received as the bidding climate was significantly less favorable than when the project was originally scheduled to be bid. The higher bid values are partially attributable to the delay.

The project's current unobligated funds are not sufficient to cover the full value of the construction contract without additional project funds. The current budget is sufficient to cover expenditures until the additional funding is available, but we would be obligating funds not currently in the project budget (see attached Project Budget Status Report).

**Action Requesting:**

Authorization to proceed with the construction contract award for the Early Head Start Facility project #14-013 with the understanding that the additional project funds will be included in the FY2018 CIP Budget.

- 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

**BID SUMMARY SHEET**

**Early Head Start Facility**

Oneida Nation

Project No.: - 14-013  
 Bid Date: - 11-May-17 3:00 PM  
 Bid Period: - 15 Working Days

Date of Report - 12-May-17

Number of Addenda: 4  
 Total Square Footage: 7,160  
 Estimate - \$ 1,498,860

Of the 5 invited bidders the following submitted bids:  
2 of the invited bidders were Certified Preference Vendors.

**General Construction:**

Bidder (Low to High)	Base Bid	IP Equivalent Base Bid	\$ over low	% over low
OTIE	1,941,900	\$ 1,867,562		
Howard Immel, Inc.	1,944,000		2,100	0.11%
Smet Construction Services	2,030,574		88,674	4.57%

Additive Alternates						P&P Bond Deduct	Bid Bond	Rec'd. Add.
#1	#2	#3	#4	#5	#6			
13,250	5,750	17,500	2,100	1,300	40,500	(22,931)	X	X
12,000	5,200	14,500	2,600	1,600	44,700	(13,000)	X	X
2,262	984	3,647	2,679	1,678	34,655	n/a	X	X

**LOW BIDDER ANALYSIS**

Contractor	Base Bid	Estimate	% diff.	Cost/SF
General Construction: OTIE	1,941,900	1,498,860	29.56%	271.22



# PROJECT BUDGET STATUS REPORT - SUPPLEMENT

Project: Early Head Start Facility  
 Project No.: 14-013

Project Budget: 1,961,000.00

Date of Project Budget Status Report: 6/19/2017

Vendor	Contract Amount	Pending C.O. Amount	Approved C.O. Amt	Revised Contract Amt
Totals from Budget Status Report:	254,913.00	0.00	-11,009.00	243,904.00
Construction - OTIE Bid - reduced	1,783,639.00			1,783,639.00
				0.00
WPS - Utility Service - Budget	10,000.00			10,000.00
Engineering Dept Fee - Budget	30,000.00			30,000.00
				0.00
				0.00
DIV 10 - Signage - Budget	5,000.00			5,000.00
DIV 11 - Appliances - Budget	4,000.00			4,000.00
				0.00
DIV 12 - Window Treatments - Budget	7,500.00			7,500.00
DIV 12 - Furniture - Budget	101,500.00			101,500.00
				0.00
				0.00
DIV 27 - V&D Wiring - Budget	7,500.00			7,500.00
DIV 27 - WAN-LAN Equipment - Budget	5,000.00			5,000.00
DIV 27 - Telephone System - Budget	5,000.00			5,000.00
				0.00
DIV 28 - Card Access - Budget	5,000.00			5,000.00
DIV 28 - Security System - Budget	1,000.00			1,000.00
DIV 28 - Surveillance System - Budget	0.00			0.00
				0.00
Contingency	51,957.00			51,957.00
<b>Totals:</b>	<b>2,272,009.00</b>	<b>0.00</b>	<b>-11,009.00</b>	<b>2,261,000.00</b>

Remaining Project Funds (Gross): -300,000.00  
 Less Pending Change Orders: 0.00  
 Remaining Project Funds (Net): -300,000.00

CAPITAL IMPROVEMENT PROCESS (CIP) - BUDGET REQUEST  
 Prepared by: Engineering Department

Revised: May 25, 2017

**CIP FUNDING REQUEST SUMMARY**

Project No.	Project Title	\$ App'd Pre FY 2016	\$ App'd FY 2016	\$ App'd FY 2017	\$ Request FY 2018	\$ Estimate FY 2019	\$ Estimate FY 2020
94-005	Oneida Cultural Center	216,500	0	0	0	446,000	2,090,000
23-005	Residential Home Sites	800,000	0	0	400,000	900,000	0
04-022	Oneida Public Transit Garage	915,000	0	0	0	0	0
05-013	Elder Services / Apartments Improvements	48,000	0	0	1,887,000	0	0
06-004	Duck Creek Trail	119,210	0	0	0	0	0
07-002	SSB Remodeling - Phase V	50,000	0	560,000	550,000	1,200,000	800,000
07-013	Maple Sugar Camp	0	0	0	30,000	0	0
09-011	OCHC Expansion & Consolidation	0	0	0	0	0	0
11-016	Oneida Long House Village	0	0	0	0	0	0
12-011	Oneida Reservation Visitor Center	0	0	0	0	1,819,000	0
13-001	OCHD Barn Renovation	0	0	0	0	0	0
13-010	Oneida Food Center	0	0	0	0	0	0
13-011	Oneida Nation High School	0	0	0	0	0	0
14-002	Cemetery Improvements	25,000	63,000	0	0	0	0
14-012	Oneida Farms Barn & Manure Pit	44,633	0	250,000	0	0	0
14-013	3 Sisters Head - Early Head Start Addition	1,961,000	0	0	300,000	0	0
14-014	Oneida Golf Enterprise Remodel - Phase II	235,000	265,000	0	0	0	0
15-001	Oneida Life Sustenance Community Center	0	0	0	200,000	0	0
15-003	NHC Remodeling - Phase VIII - Windows	570,000	0	393,000	311,000	0	0
15-004	Business Park Storm Water	250,000	0	0	0	0	0
16-001	Cultural Heritage Site - Restrooms		191,000	0	0	0	0
16-005	Casino Exterior Enhancements (#16-006 & #16-007)		0	500,000	805,000	0	0
16-008	O.F.F. Facility Improvements		0	0	207,000	718,000	0
16-011	Oneida Recreation Complex		0	0	0	0	0
16-014	Tsyunhehkwá Storage/Shelter		0	0	0	0	0
17-008	One Stop - Mason		100,000	3,500,000	0	0	0
17-010	1940 W Mason Building Renovation			0	788,000	0	0
TBD	NHC Remodeling - Phase IX				0	1,490,000	0
TBD	One Stop - New Location				0	3,800,000	0
	Completed or non-listed projects:		395,000				
Totals:			1,014,000	5,203,000	5,478,000	10,373,000	2,890,000

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 17

**2. General Information:**

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

Other - Approval of FY 2018 Indian Housing Plan

Agenda Header: New Business

Accept as Information only

Action - please describe:

Request OBC approval of Oneida Nation Fiscal Year 2018 Indian Housing Plan

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. FY 2018 Indian Housing Plan (Handout) 3.

2.  4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison: Dale Wheelock, Executive Director/OHA

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 Oneida Nation Fiscal Year 2018 Indian Housing Plan (IHP) is a requirement for HUD funding allocations. The HUD allocation for FY 2018 has not been noticed as of this date due to upcoming Congressional Budget approval. HUD Chicago staff has instructed Tribes to use the FY 2017 allocation of funds \$4,075,713 as a base line but to anticipate a reduction from the previous year. The proposed FY 2018 IHP submitted for approval reflects a conservative 10% reduction in funding. If the Government budget approval for HUD allocation is reduced more than 10% Housing will simply adjust the program activities starting with development.

- 1) Save a copy of this form for your records.
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### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Accept the Standard Operating Procedures entitled "Emergency Closures for Non-Critical Departments/ Divisions" and "Emergency Closures for Multiple and Individual Departments" as information only.

Follow up motion: Direct Tier 1 Level Positions, as defined in the Emergency Closures for Non-Critical Departments/Divisions SOP, to submit Phone Trees for their respective areas to the Emergency Management Director by July 31, 2017.

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 on: 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:

\*\*\*BACKGROUND\*\*\*

"Emergency Closures" SOP was last revised in 2013. There have been various changes within the organization since then and the SOP requires revision in order to be current and up-to-date. My office worked with the Secretary's Office, Human Resources, Intergovernmental Affairs and Communications (IGAC), and the Oneida Police Department to make the revisions needed.

The DRAFT SOP entitled "Emergency Closures for Non-Critical Departments/Divisions" was presented to the Oneida Business Committee (OBC) at the April 18, 2017, work meeting. The OBC had few concerns and suggestions. The main suggestion was to clarify the difference between "determining if an Emergency Closure is warranted" and "proclaiming a state of emergency".

Through the revision process, the following changes were made:

1. Update of the Critical Departments/Divisions definition
2. Addition of a role for IGAC (referred to as the PR Department in previous version)
3. Update of the name and listing of the top management positions; now "Tier 1 Level Positions"
4. Separation of the process to close multiple and/or individual departments
5. Clarification of the process to determine an Emergency Closure
6. Removal of the integration of Emergency Management and Homeland Security Law processes (i.e. proclaiming a state of emergency) and replacing with reference to the Law within the SOP.

As stated the OBC work meeting, revision #4 (separation of the process to close multiple and/or individual locations) resulted in a new, separate SOP. This new SOP is also attached for the OBC to review.

\*\*\*NEXT STEPS\*\*\*

1. OBC reviews and accepts the SOPs as information only (target date 6/28/2017)
2. Remaining departments approve and sign the SOPs (target date 7/5/2017)
3. Emergency Management works with IGAC to provide notification to the organization (target date 6/5/2017)
4. Tier 1 Level Positions submit phone trees (target date 7/31/2017)

\*\*\*REQUESTED ACTION\*\*\*

Review and Accept the Standard Operating Procedures entitled "Emergency Closures for Non-Critical Departments/Divisions" and "Emergency Closures for Multiple and Individual Departments" as information only.

Suggested Follow up motion: Direct Tier 1 Level Positions, as defined in the Emergency Closures for Non-Critical Departments/Divisions SOP, to submit Phone Trees for their respective areas to the Emergency Management Director by July 31, 2017.

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 <p><b>ONEIDA NATION STANDARD OPERATING PROCEDURE (SOP)</b></p>	TITLE: Emergency Closures for Non-Critical Departments/Divisions	Origination Date: 12/16/2009 Revision Date: 03/01/2017 Effective Date: After last signature
Author: Emergency Management	Reviewed BY : <i>Oneida Business Committee</i>	DATE:
Oneida Police Department	APPROVED BY: <i>Chief of Police</i>	DATE:
Oneida Emergency Management	APPROVED BY: <i>Emergency Management Director</i>	DATE:
Oneida Intergovernmental Affairs & Communication	APPROVED BY:	DATE
EEO REFERENCE NUMBER: EEO-003	COMPLIANCE REVIEW BY: <i>EEO Director</i>	DATE:
PAGE NO: 1 of 5	APPROVED BY: <i>HRD Manager</i>	DATE:

## 1.0 PURPOSE

- 1.1** To standardize process for the determination, communication, and compensation of Emergency Closures for Non-Critical Departments/Divisions.

## 2.0 DEFINITIONS

- 2.1 Critical Departments/Divisions:** Those areas that entail activities aimed to protect the life, health, safety, and welfare of our employees and the community. This currently includes the following areas:

- 2.1.1** Oneida Anna John Resident Centered Care Community
- 2.1.2** Oneida Child/Day Care Departments
- 2.1.3** Oneida Comprehensive Health Division
- 2.1.4** Oneida Department of Public Works
- 2.1.5** Oneida Emergency Management
- 2.1.6** Oneida Internal Security Department
- 2.1.7** Oneida Management Information Systems
- 2.1.8** Oneida Police Department
- 2.1.9** Oneida Retail Enterprise Division
- 2.1.10** Oneida Surveillance Department
- 2.1.11** Oneida Tribal School System

- 2.2 **Emergency Closures:** Unexpected closures within the Oneida Nation due to an emergency/incident.
- 2.3 **Emergency/Incidents:** Man-made or natural incidents that require responsive action to protect life and/or property. These incidents include, but are not limited to, the following types:
  - 2.3.1 Fire
  - 2.3.2 Hazardous Material
  - 2.3.3 Medical
  - 2.3.4 Terrorism
  - 2.3.5 Transportation
  - 2.3.6 Utility Failure
  - 2.3.7 Violence
  - 2.3.8 Weather
- 2.4 **Oneida Emergency Management (EM):** The Oneida department responsible for emergency planning, emergency operations, and coordinating the response to a disaster/incident, and/or state of emergency that occurs within the Oneida Reservation boundaries.
- 2.5 **Oneida Intergovernmental Affairs & Communication Department:** The Oneida department responsible for all information which is communicated internally and externally.
- 2.6 **Oneida Police Department (OPD):** The Oneida department charged with the preservation of public order, the promotion of public safety, and the prevention and/or detection of crime within the Oneida Reservation boundaries.
- 2.7 **Phone Trees:** A list of employee emergency contact phone numbers provided to each immediate supervisor.
- 2.8 **Tier 1 Level Positions:** The highest level in the chain-of-command for their respective area; this currently includes the following positions:
  - 2.8.1 Development Division Director
  - 2.8.2 Environmental Health & Safety Division Director
  - 2.8.3 Governmental Services Division Director
  - 2.8.4 Housing Authority Executive Director
  - 2.8.5 Internal Services Division Director
  - 2.8.6 Land Management Division Director
  - 2.8.7 Oneida Business Committee (OBC)

### 3.0 WORK STANDARD

- 3.1 This SOP applies to the Oneida Nation's Non-Critical Departments/Divisions.
  - 3.1.1 If not listed in section 2.1, the Department/Division is Non-Critical.
- 3.2 This SOP does not apply to the Oneida Nation's Critical Departments as defined in section 2.1.

- 3.2.1** Critical Departments/Divisions have their own Closure Procedures.
- 3.3** The **Tier 1 level positions** and/or designees are responsible for ensuring all Phone Trees in their respective areas are up-to-date.
- 3.4** The **Tier 1 level positions** and/or designees are also responsible for ensuring EM and OPD have their up-to-date phone numbers along with a list of designated point of contacts in case of their absence.
- 3.5** The **Tier 1 level positions** and/or designees are further responsible for immediately notifying EM and OPD if their Department/Division is having an emergency/incident that could potentially require an Emergency Closure.
- 3.6** Employees are encouraged to monitor the following modes of communication during evident times of emergency/incidents (*i.e. severe weather conditions*):
  - 3.6.1** Oneida Email for Nation-wide Communications;
  - 3.6.2** Local media (*television/radio/social media*) for community notifications.

#### **4.0 EMERGENCY CLOSURE DETERMINATION**

- 4.1** EM and OPD will use the following methods of communication and/or forecasting to learn of the existence of a potential emergency/incident:
  - 4.1.1** Continually monitoring and assessing National, State, Local, and Tribal issues and/or conditions; and/or
  - 4.1.2** First-hand knowledge from Tier 1 level positions and/or designee of intra-departmental/divisional issues and/or conditions.
- 4.2** EM will work closely with OPD to make the determination whether an emergency/incident warrants a closure.
  - 4.2.1** EM Director and OPD will make a joint recommendation to the OBC whether an Emergency/Incident warrants an Emergency Closure.
  - 4.2.2** Based on the joint recommendation, the OBC determines if an Emergency Closure is warranted.
    - 4.2.2.1** The OBC may determine an Emergency/Incident warrants an Emergency Closure without the joint recommendation.
    - 4.2.2.2** In the event the OBC is unable, for whatever reason, to determine an Emergency/Incident warrants an Emergency Closure, the EM Director will make the determination.
      - a.** An Emergency Closure determined by the EM Director will be in effect until the Emergency/Incident is resolved or until the OBC upholds or rejects the EM Director's determination, whichever occurs first.
  - 4.2.3** The EM Director may request that the Oneida Business Committee proclaim the existence of an emergency in accordance with Section

302.8. of the Emergency Management and Homeland Security Law.

## **5.0 EMERGENCY CLOSURE COMMUNICATIONS**

- 5.1** If an Emergency Closure results in a full day closure, late start, and/or early release, the following communication procedures will apply immediately after the determination is made:
  - 5.1.1** The EM Director or designee will contact the Intergovernmental Affairs & Communications Department for immediate Media and/or Nation-wide communications.
  - 5.1.2** The EM Director or designee will contact the Tier 1 level positions and/or designees to confirm closure.
    - 5.1.2.1** The Tier 1 level positions and/or designee will immediately utilize their phone tree to communicate the Emergency Closure to their respective area.
    - 5.1.2.2** All areas are responsible to utilize the Phone Trees for their respective areas to further communicate the Emergency Closure to all employees within their chain-of-command.
  - 5.1.3** The EM Director and/or designee will also send a follow-up email communication to the Oneida Nation Chairperson and Vice-Chairperson.

## **6.0 COMPENSATION**

- 6.1** All compensation of time off will be referred to the Timekeeping SOP.

## **7.0 REFERENCES**

- 7.1** Emergency Management-Homeland Security Ordinance, Chapter 302
- 7.2** Emergency Communication Plan SOP
- 7.3** Emergency Response Plan (BC Resolution 05-26-10-C)
- 7.4** National Incident Management System (BC Resolution 03-14-07A)
- 7.5** Personnel Policies and Procedures, Section IV.2.b.1
- 7.6** Personnel Policies and Procedures, Section VI, Safety and Health
- 7.7** Timekeeping SOP

 <p><b>ONEIDA TRIBE OF WISCONSIN NATION</b> STANDARD OPERATING PROCEDURE (SOP)</p>	<p>TITLE: Emergency Closures <u>for Non-Critical Departments/Divisions</u></p>	<p><del>ORINATION-DATE</del> <u>Origination Date:</u> 12/16/2009 <del>REVISION-DATE:</del> <u>Revision Date:</u> <del>12/20/2013</del> <del>EFFECTIVE-DATE</del> <u>Effective Date:</u> <u>03/01/2017</u> After last signature</p>
<p>Author: <del>Equal Employment Opportunity Department</del> Emergency Management</p>	<p>Reviewed BY : <i>Oneida Business Committee</i></p>	<p>DATE:</p>
<p>Oneida Police Department</p>	<p>APPROVED BY: <i>Chief of Police</i></p>	<p>DATE:</p>
<p>Oneida Emergency Management- <del>Homeland Security Agency</del></p>	<p>APPROVED BY: <i>Emergency Management Director</i></p>	<p>DATE:</p>
<p>Oneida <del>Public Relations Department</del> <u>Intergovernmental Affairs &amp; Communication</u></p>	<p>APPROVED BY:</p>	<p>DATE</p>
<p>EEO REFERENCE NUMBER: EEO-003</p>	<p>COMPLIANCE REVIEW BY: <i>EEO Director</i></p>	<p>DATE:</p>
<p>PAGE NO: 1 of 5</p>	<p>APPROVED BY: <i>HRD Manager</i></p>	<p>DATE:</p>

## 1.0 PURPOSE

**1.1** — To standardize process for ~~approval~~ the determination, communication, and compensation of Emergency Closures:

**1.2** 1.1 This SOP does not apply to the Oneida Tribe's for Non-Critical Departments/Divisions.

~~All Critical Departments, as stated in the definitions section, shall have their own individual emergency closure procedures.~~

## 2.0 DEFINITIONS

**2.1 Critical Departments/Divisions:** Those areas that entail activities aimed to protect the life, health, safety, and welfare of our employees and ~~membership~~ the community. This currently includes the following ~~departments~~ areas:

**2.1.1** Oneida Anna John Resident Centered Care ~~Center~~ Community

**2.1.2** Oneida Child/Day Care Departments

**2.1.3** Oneida Comprehensive Health Division

~~2.1.3~~ **2.1.4** Oneida Department of Public Works

~~2.1.4~~ **2.1.5** Oneida Emergency Management ~~Homeland Security Agency~~

- ~~2.1.5~~ ~~Oneida Enterprise Division~~
- ~~2.1.6~~ ~~Oneida Gaming Division~~
- ~~2.1.7~~~~2.1.6~~ Oneida Internal Security Department
- ~~2.1.7~~ ~~Oneida Management Information Systems~~
- 2.1.8 Oneida Police Department
- ~~2.1.9~~ ~~Oneida Retail Enterprise Division~~
- ~~2.1.9~~~~2.1.10~~ Oneida Surveillance Department
- ~~2.1.10~~~~2.1.11~~ Oneida Tribal School System

2.2 Emergency Closures: Unexpected closures within the Oneida Nation due to an emergency/incident.

~~2.2.2~~~~2.3~~ **Emergency/Incidents:** Man-made or natural incidents that require responsive action to protect life and/or property. These incidents include, but are not limited to, the following types:

- ~~2.2.1~~~~2.3.1~~ Fire
- ~~2.2.2~~~~2.3.2~~ Hazardous Material
- ~~2.2.3~~~~2.3.3~~ Medical
- ~~2.2.4~~~~2.3.4~~ Terrorism
- ~~2.2.5~~~~2.3.5~~ Transportation
- ~~2.2.6~~~~2.3.6~~ Utility Failure
- ~~2.2.7~~~~2.3.7~~ Violence
- ~~2.2.8~~~~2.3.8~~ Weather

2.4 **General Manager (GM) Level Positions:** ~~The highest level in the chain-of-command under the~~ Oneida Emergency Management (EM): The Oneida department responsible ~~Oneida Business Committee (OBC) and who is responsible for a Tribal Department and/or Division. This currently includes the following positions:~~

- Chief Counsel
- Chief Financial Officer
- Chief of Police
- Comprehensive Health Division Director
- ~~2.2.9~~ ~~Development Division Director~~ ~~Emergency Management-Homeland Security Director~~
- ~~2.2.10~~ ~~Environmental Health Division Director~~
- ~~2.2.11~~ ~~Gaming GM~~
- ~~Land Management Division Director~~
- Legislative Affairs Director
- Medical Director
- Records Management Director
- Retail Profit Area Manager
- Chair and/or Designee of Boards, Committees, Commissions not reporting to the

~~OBC.~~

~~**Emergency Closures:** Unexpected closures of the Oneida Tribe, its divisions and/or departments due to an emergency/incident, and/or state of emergency.~~

~~**Oneida Emergency Management-Homeland Security (EM-HS) Agency:** The Oneida agfor emergency planning, emergency operations, and coordinating the response to a disaster/incident, and/or state of emergency that occurs within the boundaries of the Oneida Reservation boundaries.~~

2.5 **Oneida Intergovernmental Affairs & Communication Department:** The Oneida department responsible for all information which is communicated internally and externally.

2.6 **Oneida Police Department (OPD):** The Oneida department charged with the preservation of public order, the promotion of public safety, and the prevention and/or detection of crime within the Oneida Reservation boundaries.

2.7 **Phone Trees:** A list of employee emergency contact phone numbers provided to each immediate supervisor.

~~2.8 **Oneida Public Relations (PR) Department:** The Oneida department responsible for all information which is communicated internally and externally.~~

~~**State of Emergency:** A serious situation, occurrence, or disaster that happens unexpectedly and demands immediate governmental action.~~

**Tier 1 Level Positions:** The highest level in the chain-of-command for their respective area; this currently includes the following positions:

2.8.1 Development Division Director

2.8.2 Environmental Health & Safety Division Director

2.8.3 Governmental Services Division Director

2.8.4 Housing Authority Executive Director

2.8.5 Internal Services Division Director

2.8.6 Land Management Division Director

2.8.7 Oneida Business Committee (OBC)

### 3.0 WORK STANDARD

~~3.1 — There are three (3) types of Emergency Closures:~~

~~3.1.1 — Organizational-wide;~~

~~3.1.2 — Multiple Location;~~

~~3.1.3 — Individual Facility.~~

3.1 This SOP applies to the Oneida Nation's Non-Critical Departments/Divisions.

3.1.1 If not listed in section 2.1, the Department/Division is Non-Critical.

3.2 This SOP does not apply to the Oneida ~~Tribe's~~Nation's Critical Departments as defined in section 2.1.

- ~~3.3~~ Organizational wide closures due to an emergency/incident, and/or state of emergency will be made by the EM HS Agency and OPD.
- ~~3.4~~ Multiple Location and/or Individual Facility closures due to an emergency/incident, and/or state of emergency will be made by the EM HS Agency and OPD, and coordinated closely with the affected GM Level Position and/or designee.
- 3.2.1 GM Level Positions Critical Departments/Divisions have their own Closure Procedures.
- ~~3.5.3~~ The Tier 1 level positions and/or designees are responsible for ensuring all departments and divisions have up-to-date Emergency Phone Trees in their respective areas are up-to-date.
- ~~3.6.3.4~~ GM Level Positions The Tier 1 level positions and/or designees are also responsible for ensuring ~~the EM HS Agency~~ and OPD have their up-to-date phone numbers along with a list of designated point of contacts in case of their absence.
- 3.5 The Tier 1 level positions and/or designees are further responsible for immediately notifying EM and OPD if their Department/Division is having an emergency/incident that could potentially require an Emergency Closure.
- ~~3.7.3.6~~ Employees are encouraged to monitor the following modes of communication during evident times of emergency/incidents (*i.e. severe weather conditions*):
- ~~3.7.13.6.1~~ Tribal Oneida Email for TribeNation-wide Communications;
- ~~3.7.23.6.2~~ Local media (*television/radio/social media*) for community notifications.

#### ~~4.0~~ PROCEDURES

##### Emergency Closures due to an Emergency/Incident and/or State of Emergency

#### 4.0 EMERGENCY CLOSURE DETERMINATION

- 4.1 ~~The EM HS Agency~~ and OPD will use the following methods of communication and/or forecasting to learn of the existence of a potential emergency/incident, ~~and/or state of emergency~~:
- 4.1.1 Continually monitoring and assessing National, State, Local, and Tribal issues and/or conditions; and/or
- 4.1.2 First-hand ~~GM Level~~ knowledge from Tier 1 level positions and/or designee ~~knowledge~~ of intra-departmental/divisional issues and/or conditions.
- 4.2 ~~The EM HS Agency~~ will work closely with OPD to make the determination whether an emergency/incident, ~~and/or state of emergency~~ warrants a closure.
- 4.2.1 EM Director and OPD will make a joint recommendation to the OBC whether an Emergency/Incident warrants an Emergency Closure.
- 4.2.2 Based on the joint recommendation, the OBC determines if an Emergency Closure is warranted.
- 4.2.2.1 The OBC may determine an Emergency/Incident warrants

- an Emergency Closure without the joint recommendation.
- 4.2.2.2** In the event the OBC is unable, for whatever reason, to determine an Emergency/Incident warrants an Emergency Closure, the EM Director will make the determination.
- a.** An Emergency Closure determined by the EM Director will be in effect until the Emergency/Incident is resolved or until the OBC upholds or rejects the EM Director's determination, whichever occurs first.
- 4.2.3** The EM Director may request that the Oneida Business Committee proclaim the existence of an emergency in accordance with Section 302.8. of the Emergency Management and Homeland Security Law.

## **5.0 EMERGENCY CLOSURE COMMUNICATIONS**

### **If an Emergency Closure ~~Communications~~**

**~~4.3.5.1~~** ~~If a proclaimed emergency/incident, and/or state of emergency~~ results in a full day closure, late start, and/or early release, the following communication procedures will apply immediately after the determination is made:

**~~4.3.15.1.1~~** The EM ~~HS Agency~~ Director or designee will contact the ~~Oneida PR~~ Intergovernmental Affairs & Communications Department for immediate Media and/or ~~Tribal~~ Nation-wide communications.

**~~4.3.25.1.2~~** The EM ~~HS Agency~~ Director or designee will contact the ~~affected GM Level Positions~~ Tier 1 level positions and/or designees to confirm closure.

**~~4.3.2.15.1.2.1~~** The ~~affected GM Level Positions~~ Tier 1 level positions and/or designee will immediately utilize their phone tree to ~~confirm closure with~~ communicate the Emergency Closure to their ~~direct reports~~ respective area.

**~~4.3.2.25.1.2.2~~** The ~~GM Level Position and/or designee's direct reports~~ All areas are responsible to utilize the Phone Trees for their ~~departmental phone tree~~ respective areas to further ~~confirm the closure with~~ communicate the Emergency Closure to all employees within their ~~staff~~ chain-of-command.

**~~4.3.35.1.3~~** The ~~Oneida EM HS Agency~~ Director and/or designee will also send a follow-up ~~closure~~ email communication to the Oneida ~~Tribal~~ Nation Chairperson and Vice-Chairperson.

### **All Employees**

**~~4.4~~** ~~Unless they have been redirected to another work site, employees are not allowed to come into work if their facility has been closed due to an emergency.~~

~~4.4.1~~ — Exceptions to this rule may be made for Critical Oneida departments/divisions.

~~4.5~~ — If an employee is sent home from work and/or directed not to come in to work due to a closure, they will not be paid for the date(s) and/or time(s) of closure.

## 6.0 COMPENSATION

~~4.6~~6.1 All compensation of time off will be referred to the Timekeeping SOP.

## ~~5.0~~7.0 REFERENCES

~~5.1~~7.1 Emergency Management-Homeland Security Ordinance, Chapter ~~35~~302

~~5.2~~7.2 Emergency Communication Plan SOP

~~5.3~~7.3 Emergency Response Plan (BC Resolution 05-26-10-C)

~~5.4~~7.4 National Incident Management System (BC Resolution 03-14-07A)

~~5.5~~7.5 Personnel Policies and Procedures, Section IV.2.b.1

~~5.6~~7.6 Personnel Policies and Procedures, Section VI, Safety and Health

~~5.7~~7.7 Timekeeping SOP

 <b>ONEIDA NATION STANDARD OPERATING PROCEDURE (SOP)</b>	TITLE: Emergency Closures for Multiple and Individual Departments  REVIEWED BY: <i>Oneida Business Committee</i>	Origination Date: 03/01/2017 Revision Date: N/A Effective Date: After last signature
Oneida Police Department	APPROVED BY: <i>Chief of Police</i>	DATE:
Oneida Emergency Management	APPROVED BY: <i>Emergency Management Director</i>	DATE:
Intergovernmental Affairs & Communications Department	APPROVED BY: <i>Intergovernmental Affairs &amp; Communications Director</i>	DATE:
EEO REFERENCE NUMBER: EEO-003	COMPLIANCE REVIEW BY: <i>EEO Director</i>	DATE:
PAGE NO: 1 of 3	APPROVED BY: <i>HRD Manager</i>	DATE:

## 1.0 PURPOSE

- 1.1 To standardize process for the determination, communication, and compensation of Emergency Closures for Multiple and Individual Departments

## 2.0 DEFINITIONS

- 2.1 **Building Manager:** The primary contact for a Tribally owned building who is responsible for coordination, correspondence, and follow-up for any building related maintenance or security requests and/or works with the primary building owner (if not Oneida Nation) and the Department of Public Works.
- 2.2 **Emergency Closures:** Unexpected closures within the Oneida Nation due to an emergency/incident.
- 2.3 **Emergency/Incidents:** Man-made or natural incidents that require responsive action to protect life and/or property. These incidents include, but are not limited to, the following types:
- 2.3.1 Fire
  - 2.3.2 Hazardous Material
  - 2.3.3 Medical
  - 2.3.4 Terrorism
  - 2.3.5 Transportation
  - 2.3.6 Utility Failure
  - 2.3.7 Violence
  - 2.3.8 Weather
- 2.4 **Oneida Emergency Management (EM):** The Oneida Department responsible for

emergency planning, emergency operations, and coordinating the response to a disaster/incident, and/or state of emergency, that occurs within the Oneida Reservation boundaries.

- 2.5 Intergovernmental Affairs & Communication Department (IGAC):** The Oneida Department responsible for all information which is communicated internally and externally.
- 2.6 Oneida Police Department (OPD):** The Oneida Department charged with the preservation of public order, the promotion of public safety, and the prevention and/or detection of crime within the Oneida Reservation boundaries.
- 2.7 Phone Trees:** A list of employee emergency contact phone numbers.

### **3.0 WORK STANDARD**

- 3.1** Departments are responsible for ensuring all Phone Trees are up-to-date.
- 3.2** Departments are responsible for following the proper chain-of-command and for notifying EM, OPD, and their Building Manager if their Department is having an emergency/incident that could potentially require an Emergency Closure.
- 3.3** Employees are encouraged to monitor the following modes of communication during evident times of emergency/incidents (*i.e. severe weather conditions*):
  - 3.3.1** Oneida Email for Nation-wide Communications;
  - 3.3.2** Departmental Phone Tree activation for notifications.

### **4.0 EMERGENCY CLOSURE DETERMINATION**

- 4.1** EM and OPD will use the following methods of communication and/or forecasting to learn of the existence of a potential emergency/incident within a Department:
  - 4.1.1** First-hand knowledge from Division Director(s) or Department(s) of issues and/or conditions; and/or
  - 4.1.2** Notification from Division Director(s) or Building Manager(s) that an emergency/incident has occurred.
- 4.2** EM will work closely with OPD the top level chain-of-command of the Department(s) and the Building Manager(s) to make the determination whether an emergency/incident warrants an Emergency Closure of the Department(s).

### **5.0 EMERGENCY CLOSURE COMMUNICATION**

- 5.1** If an Emergency Closure is deemed necessary for a Department(s) the following communication procedures will apply immediately after the determination is made:

- 5.1.1 The EM Director, or designee, will contact IGAC for immediate Media and/or Nation-wide communications.
- 5.1.2 The EM Director, or designee, will contact the top-level chain-of-command of the Department(s) to confirm closure.
- 5.1.3 The top-level in the chain-of-command of the Department(s) will immediately utilize the Phone Tree to communicate the Emergency Closure to the effected Department(s).
- 5.1.4 The Department(s) is responsible to utilize the Phone Tree to further communicate the Emergency Closure to all employees within their chain-of-command.

## 6.0 COMPENSATION DUE TO AN EMERGENCY CLOSURE

- 6.1 All compensation of time off will be referred to the Timekeeping SOP.

## 7.0 REFERENCES

- 7.1 Emergency Management-Homeland Security Ordinance, Chapter 302
- 7.2 Emergency Communication Plan SOP
- 7.3 Emergency Response Plan (BC Resolution 05-26-10-C)
- 7.4 National Incident Management System (BC Resolution 03-14-07A)
- 7.5 Personnel Policies and Procedures, Section IV.2.b.1
- 7.6 Personnel Policies and Procedures, Section VI, Safety and Health
- 7.7 Timekeeping SOP

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

1. Cancel the August 23, 2017, regular Business Committee meeting  
2. Direct the Secretary to send the correspondence to Direct Reports and Boards, Committee, and Commissions.

**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:

\*\*\*BACKGROUND\*\*\*

Due to the schedule drafted by the OBC Transition Team for the new OBC Administration's Transition, there is a request for the cancellation of the August 23, 2017, regular Business Committee meeting.

Draft correspondence to Direct Reports and Boards, Committees, and Commissions is attached.

\*\*\*REQUESTED ACTION\*\*\*

1. Cancel the August 23, 2017, regular Business Committee meeting
2. Direct the Secretary to send the correspondence to Direct Reports and Boards, Committee, and Commissions.

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



# DRAFT

## OBC Transition Schedule

### Monday, July 31, 2017

Time	Topic	Location	Contact
8:30 am	Welcome & Introductions (Full OBC)	Skenandoah	Tracey Cordova
8:40 am	Overview of Week Schedule w/Question & Answer		Steve Webster
8:50 am	Vision & Mission What it Means & “History”		OBC Strategic Planners
9:10 am	Governmental Structure (current)  May have to go over proposed high level if not approved by GTC & constitutional responsibilities History of CEDA to date		Melinda J. Danforth & Lisa Summers
9:30	Structure Oversight  How We Implement (Comp Plan) – done through divisions (show relationships) Other Plans (Live Sustain Grow, etc) Division Roles		Melinda J. Danforth, Lisa Summers & Tracey Cordova
10:30	Break		
10:45 – 11:45	Human Resources Break		Geraldine Danforth
1:15 pm – 2:15 pm	Retail		Michele Doxtator
2:30 pm – 3:30 pm	Gaming Division		Louise Cornelius & Chad Fuss & Team

### Tuesday, August 1, 2017

Time	Topic	Location	Contact
9:00 am – 10:15 am	Health Division	OHC	Debra Danforth & Dr. Ravinder Vir
10:30 am – 11:45 am	Governmental Services		George Skenandore
12:00 noon	Break		
1:00 pm – 2:00	Internal Services		Joanie Buckley



## DRAFT OBC Transition Schedule

pm			
2:15 pm – 3:45 pm	Joint Meeting w/Judiciary	OHC	Gerald L. Hill & Melinda J. Danforth

### Wednesday, August 2, 2017

Time	Topic	Location	Contact
8:30 am – 9:15 am	Environmental Health & Safety	Little Bear	Patrick Pelky
9:30 am – 10:15 am	Land	Little Bear	Patrick Pelky
10:30 am – 11:15 am	Comprehensive Housing (TBD)	Little Bear	Patrick Pelky, Troy Parr, Dale Wheelock & New Director
11:30 am – 12:15 pm	Development (Operations & Administration)	Little Bear	Troy Parr & Jacque Boyle
1:30 – 4:30	BCC Overview Corporate Board Overview Standing Committee Overview		Steve Webster Jo Anne House Each Chair

### Thursday, August 3, 2017

Time	Topic	Location	Contact
8:30 am – 9:30 am	Intergovernmental Affairs & Communications	BCCR	Nathan King
	<ul style="list-style-type: none"> <li>- Public Relations</li> <li>- Communications</li> <li>- Self-Governance</li> <li>- Legislative Affairs</li> </ul>		Chris Johns
9:45 am – 10:30 am	Legislative Reference Office		Jennifer Falk
10:45 am – 12:00 noon	Business Committee Records & Support Office		Stephen Webster
	<ul style="list-style-type: none"> <li>- Office Overview</li> <li>- Travel Processing</li> <li>- Kronos Processing</li> <li>- Signature Processing</li> <li>- BC Agenda Processing</li> <li>- GTC Agenda Processing</li> <li>- Records Management</li> </ul>		Stephen Webster



## DRAFT OBC Transition Schedule

1:15 pm – 1:45 pm	Finance Department		Patricia King & Larry Barton
2:00 pm – 2:30 pm	Law Office		Jo Anne House
2:45 pm – 3:15 pm	Emergency Management		Kaylynn Gresham
3:30 pm – 4:00 pm	Organizational Development Specialist		Tracey Cordova
	Ombudsman – provide update		Vacant

### Friday, August 4, 2017

Time	Topic	Location	Contact
8:30 a.m. – 12:30 pm	Tour (physical environment)	Reservation	Pat Pelky, Mary Jo Nash, Michele Danforth

### Thursday, August 10, 2017

Time	Topic	Location	Contact
3:30 – 4:45 pm	New BC arrive and prepare for pictures	Radisson Hotel and Conference Center (where – TBD)	Bobbi Webster Office: 869-4340 Cell: 819-8357
4:45 pm	<p><b>Inauguration</b> Ceremony of newly elected Business Committee, Boards, Committees and Commissions</p> <p>Emcee: Bobbi Webster Dress Attire: Business or Traditional Agenda: See Bobbi Webster</p>		

### Friday, August 11, 2017

Time	Topic	Location	Contact
8:00 – 8:30 am	Office Assignments/move in		Pogi King-Dessart



## DRAFT OBC Transition Schedule

8:30 – 10 am	<ul style="list-style-type: none"> <li>• Tobacco Burning</li> <li>• Handshake Ceremony</li> <li>• Light Breakfast</li> <li>• Transition Overview</li> <li>• Office move in</li> </ul>	Behind NHC  BCCR	Leander Danforth  Pogi Tracey
12:00-1:30 pm	Lunch	On their own	
1:30 – 2 pm	LOC Officer Selection	Finance Conference	Jen Falck
2:15 – 3:00 pm	HRD Paperwork	ECR	Lisa Hock
3:15 – 4:30 p.m.	Banking Paperwork (Officers Only)	ECR	Michelle Paider

### Monday, August 14, 2017

Time	Topic	Location	Contact
8:00 a.m. – 9:30 am	OBC Meetings – what up wit dat?	BCCR	Steve
9:45 a.m. – 12:00 p.m.	Liaison Overview & Assignments Standing Committee Overview and Assignments	BCCR	JoAnne
1:00 p.m. – 4:30 p.m.	Office Time		

### Tuesday, August 15, 2017

Time	Topic	Location	Contact
8:00 – 4:30	Comprehensive Plan Live Sustain Grow Agricultural Strategy Neighborhood Development Plan Vision Oneida	BCCR	

### Wednesday, August 16, 2017

Time	Topic	Location	Contact
8 – 4:30 pm	Economic Development	Exec	Troy
	Budget	Exec	Larry



## DRAFT OBC Transition Schedule

Sovereign	Exec	Larry
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### Thursday, August 17, 2017

Time	Topic	Location	Contact
8:30 A.M.-12:00 P.M.	Litigation Update		Law Office
1:30 P.M. – 4:30 p.m.	Land Claims Strategy Hobart Strategy OPEN/OFFICE TIME		IGAC

### Friday, August 18, 2017

Time	Topic	Location	Contact
8:00 – 12:00	Direct Report Q&A / office time		
1:30 – 4:30	Office Time		

### Monday, August 21, 2017

Time	Topic	Location	Contact
8:30 – 4:30 p.m.	OBC Strategic Planning	OPD	Silvia Cornelius Amy Spears Tina Jacobsen Laura Laitnen-Warren Julie Clark Nic Reynolds

### Tuesday, August 22, 2017

Time	Topic	Location	Contact
8:30 – 4:30 p.m.	OBC Strategic Planning	OPD	Silvia Cornelius Amy Spears Tina Jacobsen Laura Laitnen-Warran Julie Clark Nic Reynolds



# DRAFT

## OBC Transition Schedule

### Wednesday, August 23, 2017

Time	Topic	Location	Contact
8:30 – 4:30 p.m.	OBC Strategic Planning	OPD	Silvia Cornelius Amy Spears Tina Jacobsen Laura Laitnen-Warran Julie Clark Nic Reynolds

### Thursday, August 24, 2017

Time	Topic	Location	Contact
8:30 – 4:30 p.m.	OBC Strategic Planning	OPD	Silvia Cornelius Amy Spears Tina Jacobsen Laura Leighten Julie Clark Nic Reynolds

### Friday, August 25, 2017

Time	Topic	Location	Contact
8:30 – 12:00	Preparing to present the OBC Strategic Directions to Direct Reports	OPD	Silvia Cornelius Amy Spears Tina Jacobsen Laura Leighten Julie Clark Nic Reynolds
1:30 – 3:00	Presenting OBC Strategic Directions to Direct Reports	BCCR	Silvia Cornelius Amy Spears Tina Jacobsen Laura Leighten Julie Clark
3:00 – 4:30	Office Time		Nic Reynolds

### Other Date of Note:

- August 30 – 830a – 1200p LOC Active Files Prioritization Commiseration Organization
- Sept 5 – BC Agenda Request Deadline
- Sept 5 – BC Officer Meeting
- Sept 13 – Regular BC Meeting



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



# Memorandum

To: Business Committee Direct Reports  
Boards, Committees, and Commissions

From: Oneida Business Committee

Date: June 28, 2017

Re: Cancellation of August 23, 2017, regular Oneida Business Committee meeting

This memorandum is to serve notice that the regular Oneida Business Committee (OBC) meeting of August 23, 2017, has been cancelled and to provide requested action for OBC agenda items for August.

### Background

Due to the Transition Schedule for the incoming OBC administration, the August 23, 2017, regular OBC meeting has been cancelled.

### Requested Action

Please take the time to review upcoming agenda items from your area to ensure deadlines are met in a timely manner. As a reminder:

OBC Meeting Date	OBC Agenda Submission deadline
August 9, 2017	August 1, 2017
September 13, 2017	September 5, 2017

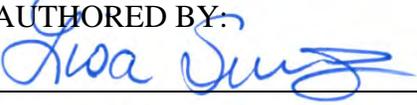
If there are items that need to be addressed outside of the regular meeting dates above, please submit them in accordance with the attached Standard Operating Procedure. It is important to note e-poll request shall not be authorized for item which:

- require a waiver of sovereign immunity of the Oneida Nation;
- which require a dollar amount in excess of an amount equal to the highest level of management approval; and
- are not accompanied by documented approval from the requesting tribal entity (e.g. Management approval, Finance Committee Meeting Minutes, etc.).

If you have questions, please contact the Business Committee Support Office at 920-869-4364.

cc: Business Committee Support Office  
Direct Reports File  
Boards, Committees, and Commissions File

Enclosure: OBC SOP – Conducting Electronic Voting

<b>ONEIDA NATION</b>	<b>TITLE:</b> Conducting Electronic Voting (E-Polls)	ORIGINATION DATE: 06/10/2015 REVISION DATE: 10/26/2016 EFFECTIVE DATE: Upon OBC approval
<b>DEPARTMENT:</b> Oneida Business Committee	<b>APPROVED BY:</b> <i>Oneida Business Committee</i> See Attached OBC meeting minutes	<b>DATE:</b> 10/26/2016
<b>AUTHOR:</b> Lisa Summers, Secretary	<b>AUTHORED BY:</b> 	<b>DATE:</b> 10/26/2016

## 1 PURPOSE

- 1.1 Standardize how electronic voting is conducted by the Oneida Business Committee regarding matters requiring approval of the Oneida Business Committee.
- 1.2 The Oneida Business Committee recognizes that action may be required that cannot wait for the next available Oneida Business Committee agenda and electronic polling may be required to approve such items.

## 2 DEFINITIONS

- 2.1 *E-poll* means the act of an e-mail delivered to the Oneida Business Committee, seeking a response which identifies a vote in favor of, opposing, or abstaining to an issue requiring approval by the Oneida Business Committee.
- 2.2 *Secretary* means the Secretary of the Oneida Business Committee, or his/her appointed designee.
- 2.3 *Business Committee Support Office* means the support office for the Secretary, whose staff is responsible for carrying out administrative duties in support of the Oneida Business Committee.
- 2.4 *E-poll request* means the official request for an electronic vote by the Oneida Business Committee.
- 2.5 *Executive Tribal Clerk* means the employee in the Secretary's Office responsible for coordinating the collection of materials for the Oneida Business Committee agenda.

## 3 E-POLL REQUEST

- 3.1 All e-poll requests shall contain the following information.
  - a. The email subject line shall begin with "E-poll Request:" and include a short title describing the purpose of the request.
  - b. The body of the e-poll request shall contain the following elements.
    1. An executive summary of the reason for the request and why the request cannot be presented at the next available Oneida Business Committee meeting.
    2. A proposed motion which shall be in bold and identified in a separate paragraph by the words "Requested Action".
    3. All attachments, in \*.pdf format, which are necessary to fully understand

- the request being made.
  - 4. An agenda request form.
  - 5. A deadline date for a response to be returned from the Secretary's Office regarding the results of the e-poll which shall be in bold and identified in a separate paragraph by the words "Deadline for Response:".
- 3.2 E-poll requests must also be accompanied by a completed "Business Committee Agenda Request Form," and must be sent to the Oneida Business Committee agenda request e-mail box and copied to the Secretary, and the Executive Tribal Clerk.
- 3.3 Within twenty-four (24) hours, the Secretary, or his/her appointed designee, shall review and approve all e-poll requests for submission to the Oneida Business Committee.

#### **4 SUBMISSION OF E-POLL REQUESTS TO THE ONEIDA BUSINESS COMMITTEE**

- 4.1 The Secretary shall e-mail e-poll requests to all members of the Oneida Business Committee including a copy to each Oneida Business Committee member's Legislative or Executive Assistant, and the Executive Tribal Clerk.
- 4.2 E-poll requests shall be sent only under the e-mail address of the Secretary and no other party. E-Polls for Oneida Business Committee action sent under other email(s) will not be accepted, nor considered valid.
- 4.3 E-poll requests shall be open for response not less than four (4) hours and no more than twelve (12) hours.
  - a. The time frame for responses shall be determined by the Secretary based on urgency, scheduling, and any other pertinent factors.
- 4.4 The Executive Tribal Clerk shall monitor all responses and deadline dates for responses.

#### **5 RESPONSE TO E-POLL REQUEST AND PLACEMENT ON ONEIDA BUSINESS COMMITTEE AGENDA**

- 5.1 An e-poll request must receive at least five responses in order to be an official vote.
  - a. E-polls which are approved shall be placed on the Oneida Business Committee at the next available meeting to be entered into the record.
  - b. E-polls which result in a denied request may be reconsidered by the Oneida Business Committee at the next available meeting as provided for in Robert's Rules of Order, Rule 37.
  - c. E-polls for which insufficient responses were received by the deadline shall be considered to have failed to receive support as provided for in Robert's Rules of Order, p. 34 et seq.
- 5.2 Regardless of the outcome of the e-poll, all e-poll requests shall be placed on the Oneida Business Committee agenda to be entered into the record.
- 5.4 The Executive Tribal Clerk shall place all e-poll requests and the results on the next available Oneida Business Committee agenda. The agenda item shall contain the following information.
  - a. Original e-poll request and all supporting documentation.
  - b. A summary of the e-poll results identifying each Oneida Business Committee member and their response.

- c. A copy of any comment by an Oneida Business Committee member if comments are made beyond a vote.
- 5.5 Oneida Business Committee members are encouraged to respond to all Oneida Business Committee members with their vote. .
- 5.6 A response from an Oneida Business Committee member shall be valid if received from the work e-mail of the member, if received from the personal e-mail of the member if such e-mail is on file with the Secretary's Office for such purposes, or if received from the official mobile phone number of the member. No response from unknown e-mails or e-mails from Legislative or Executive Assistants shall be accepted.

## **6 E-POLL REQUESTS NOT AUTHORIZED**

- 6.1 An e-poll request shall not be authorized for items which require a waiver of sovereign immunity of the Oneida Nation.
- 6.2 An e-poll request shall not be authorized for items which require a dollar amount in excess of an amount equal to the highest level of management approval.
- 6.2 An e-poll request shall not be authorized for items which are not accompanied by documented approval from the requesting tribal entity (e.g. Management approval, Finance Committee Meeting Minutes, etc.).

**B. Approve revised Oneida Business Committee SOP entitled Conducting Electronic Voting****(2:14:56)**

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to approve the revised Oneida Business Committee SOP entitled Conducting Electronic Voting, 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

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

Sponsor: Lisa Summers, Tribal Secretary

- a. **Failed reconsidered travel request– Chairwoman Tina Danforth and up to three (3) Business Committee members – National Congress of American Indians (NCAI) conference – October 9-13, 2016 (2:15:27)**

Motion by Lisa Summers to enter the E-Poll results into the record for the failed reconsidered travel request– Chairwoman Tina Danforth and up to three (3) Business Committee members – National Congress of American Indians (NCAI) conference – October 9-13, 2016, 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 Brandon Stevens to recess at 12:01 p.m. until 1:30 p.m., seconded by Lisa Summers. Motion carried unanimously: **(3:00:00)**

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

Not Present: Tina Danforth, Tehassi Hill, Trish King

*Meeting called to order by Vice-Chairwoman Melinda J. Danforth at 1:32 p.m.*

*Chairwoman Tina Danforth, Treasurer Trish King, and Councilman Tehassi Hill not present.*

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~06 / 14 / 17~~ **MEETING CANCELLED**

#### 2. General Information:

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

Agenda Header:

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.  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: 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 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.

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:** EPOLL 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, Tehassi 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 <BSTEVENS@oneidanation.org>; Cristina S. Danforth <tdanfort@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 <CBACHHUB@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:

Agenda Header:

Accept as Information only

Action - please describe:

Approve the Memorandum of Understanding Regarding Back Forty Mine reference # 2017-0592.

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: 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:

\*\*\*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.

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Please note the following names will be inserted on page 4 of the MOU:

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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

- 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**

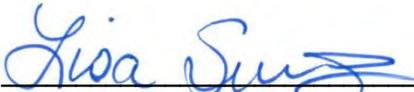
- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been 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 generation 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 9<sup>th</sup> 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."



## 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 northwest 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 3 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"/>	<b>Contract Approved</b>
<input type="checkbox"/>	<b>Contract Not Approved</b>
<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.

## 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 sulfide 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 of 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: _____	Attn: _____
Menominee Indian Tribe of Wisconsin	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: \_\_\_\_\_

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: ~~06 / 14 / 17~~

**MEETING CANCELLED**

#### 2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

Accept 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

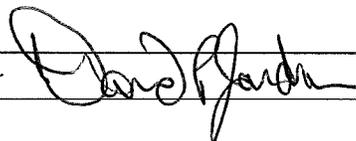
#### 4. Budget Information

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.

- 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](mailto: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:** 04/11/2017

## 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 we want done.

Rep. Mike Rohrkaste (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 LeMahieu (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~~ **MEETING CANCELLED**

**2. General Information:**

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

Agenda Header:

Accept as Information only

Action - please describe:

Accept travel report

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. <input type="text" value="Washington testimony"/>	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: 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: 05/24/2017

**Narrative/Background:**

On May 15<sup>th</sup> 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](http://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 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 conscious 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 Agenda Request

1. Meeting Date Requested: 06 / 28 / 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:

Enter E-Poll results into the record for approved travel request - Treasurer King and up to two (2) additional OBC members - Midwest Alliance of Sovereign Tribes (MAST) summer meeting - Hinkley, MN - July 13-14, 2017.

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: 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.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

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

\*\*\*BACKGROUND\*\*\*

On Wednesday, June 14, 2017, at 1:11 p.m., the following E-Poll was conducted:

Summary:

Request for an e-poll to be conducted to approve travel request for Treasurer King and up to two (2) additional OBC members to attend the Midwest Alliance of Sovereign Tribes (MAST) summer meeting in Hinkley, MN on July 13-14, 2017.

The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

Treasurer Trish King has indicated she is interested in attending.

Requested Action:

Approve travel request for Treasurer King and up to two (2) additional OBC members to attend the Midwest Alliance of Sovereign Tribes (MAST) summer meeting in Hinkley, MN on July 13-14, 2017.

Deadline for response:

The voting will be open for twelve (12) hours.

Responses are due no later than 1:30 a.m. on Thursday, June 15, 2017.

As of the deadline, below are the results:

Support: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster

Per section 5.4. of the BC SOP "Conducting Electronic Voting", attached are copies of any comment by an OBC member made beyond a vote.

\*\*\*REQUESTED ACTION\*\*\*

Enter E-Poll results into the record for approved travel request - Treasurer King and up to two (2) additional OBC members - Midwest Alliance of Sovereign Tribes (MAST) summer meeting - Hinkley, MN - July 13-14, 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

---

**From:** TribalSecretary  
**Sent:** Thursday, June 15, 2017 11:12 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:** BC\_Agenda\_Requests; Debbie J. Melchert; 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  
**Subject:** E-POLL RESULTS: Approve travel request – Treasurer King and up to two (2) additional OBC members – Midwest Alliance of Sovereign Tribes (MAST) summer meeting – Hinkley, MN – July 13-14, 2017  
**Attachments:** E-Poll Request - Approve travel request – Midwest Alliance of Sovereign Tribes (MAST) summer meeting – Hinkley, MN – July 13-14, 2017.pdf; LS Response.pdf  
**Importance:** High  
**Categories:** Next Meeting

### E-POLL RESULTS

The E-Poll request to approve a travel request for Treasurer King and up to two (2) additional OBC members to attend the Midwest Alliance of Sovereign Tribes (MAST) summer meeting in Hinkley, MN on July 13-14, 2017, **has been approved**. As of the deadline, below are the results:

Support: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster

Per section 5.4. of the BC SOP “Conducting Electronic Voting”, attached are copies of any comment by an OBC member made beyond a vote.

Lisa Liggins  
Assistant to Secretary Summers  
Oneida Business Committee



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

office 920.869.4434  
cell 920.819.7344  
fax 920.869.4040

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

---

**From:** TribalSecretary  
**Sent:** Wednesday, June 14, 2017 1:11 PM  
**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  
**Subject:** E-Poll Request - Approve travel request – Treasurer King and up to two (2) additional OBC members – Midwest Alliance of Sovereign Tribes (MAST) summer meeting – Hinkley, MN – July 13-14, 2017  
**Attachments:** E-Poll Request - Approve travel request – Midwest Alliance of Sovereign Tribes (MAST) summer meeting – Hinkley, MN – July 13-14, 2017.pdf  
**Importance:** High

## **E-POLL REQUEST**

### **Summary:**

Request for an e-poll to be conducted to approve travel request for Treasurer King and up to two (2) additional OBC members to attend the Midwest Alliance of Sovereign Tribes (MAST) summer meeting in Hinkley, MN on July 13-14, 2017.

The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

Treasurer Trish King has indicated she is interested in attending.

### **Requested Action:**

Approve travel request for Treasurer King and up to two (2) additional OBC members to attend the Midwest Alliance of Sovereign Tribes (MAST) summer meeting in Hinkley, MN on July 13-14, 2017.

### **Deadline for response:**

The voting will be open for twelve (12) hours.

Responses are due no later than **1:30 a.m. on Thursday, June 15, 2017.**

### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with “support” or “oppose”.

Lisa Liggins  
Assistant to Secretary Summers  
Oneida Business Committee

---

**From:** Lisa M. Summers  
**Sent:** Wednesday, June 14, 2017 1:37 PM  
**To:** TribalSecretary; Brandon L. Yellowbird-Stevens; Cristina S. Danforth; David P. Jordan; Fawn J. Billie; Jennifer A. Webster; 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  
**Subject:** RE: E-Poll Request - Approve travel request – Treasurer King and up to two (2) additional OBC members – Midwest Alliance of Sovereign Tribes (MAST) summer meeting – Hinkley, MN – July 13-14, 2017

Approve, and I would also like to be considered.

---

**From:** TribalSecretary  
**Sent:** Wednesday, June 14, 2017 1:11 PM  
**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  
**Subject:** E-Poll Request - Approve travel request – Treasurer King and up to two (2) additional OBC members – Midwest Alliance of Sovereign Tribes (MAST) summer meeting – Hinkley, MN – July 13-14, 2017  
**Importance:** High

### **E-POLL REQUEST**

#### **Summary:**

Request for an e-poll to be conducted to approve travel request for Treasurer King and up to two (2) additional OBC members to attend the Midwest Alliance of Sovereign Tribes (MAST) summer meeting in Hinkley, MN on July 13-14, 2017.

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Treasurer Trish King has indicated she is interested in attending.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: \_\_\_ / \_\_\_ / \_\_\_

**E-POLL REQUEST**

**2. General Information:**

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

Agenda Header:

Accept as Information only

Action - please describe:

Approve travel request for Treasurer King and up to two (2) additional OBC members to attend the Midwest Alliance of Sovereign Tribes (MAST) summer meeting in Hinkley, MN on July 13-14, 2017

**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:

Request for an e-poll to be conducted to approve travel request for Treasurer King and up to two (2) additional OBC members to attend the Midwest Alliance of Sovereign Tribes (MAST) summer meeting in Hinkley, MN on July 13-14, 2017.

The attached BC agenda item was scheduled to be reviewed at the June 14, 2017, Oneida Business Committee meeting. The June 14, 2017, Oneida Business Committee meeting was cancelled due to unforeseen circumstances.

Treasurer Trish King has indicated she is interested in attending.

#### REQUESTED ACTION:

Approve travel request for Treasurer King and up to two (2) additional OBC members to attend the Midwest Alliance of Sovereign Tribes (MAST) summer meeting in Hinkley, MN on July 13-14, 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](mailto:BC_Agenda_Requests@oneidanation.org)

## 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):

Departure Date:  Attendee(s):

Return Date:  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 Onlyote?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:

- 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 13<sup>th</sup> & 14<sup>st</sup>, 2017**

**Mille lacs band of Ojibwe  
GRAND CASINO HINCKLEY  
777 LADY LUCK DRIVE  
Hinckley, MN 55037**

Wednesday July 13<sup>th</sup>, 2017

11:00 a.m. till 1:00 pm - Registration Entrance to Ballroom two & three

11:30 till 12:30- Lunch - Provided by Mille Lacs Band of Ojibwe – Ballroom One

Noon:

12:45 pm – MAST GENERAL ASSEMBLY – Ballroom Two & Three

Call to Order – President Chief Frank Cloutier  
Opening Prayer –  
Opening Remarks & Welcoming – Chief Executive Melanie Benjamin  
Roll Call – Executive Director Scott Vele  
Elders Comments/Requests –  
Additions & Adopt Agenda  
Executive Board Comments – Treasurer – Eugene Magnesun  
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- Land Into Trust Projections  
2:30 p.m. Environmental Safety Issues – Back Forty, Line Five – 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 14<sup>st</sup>, 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 Sulincas 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 13<sup>TH</sup> / JULY 14<sup>TH</sup>, 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:

#### 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.

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

\*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)

## XI. 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
  - 1. Accept legislative analysis**  
Sponsor: Brandon Stevens, Councilman/Legislative Operating Committee Chair
- D. Determine next steps regarding GTC directive for advising attorney**  
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman
- E. Select date regarding the Tribal Chair's call for a special GTC meeting**  
Sponsor: Lisa Summers, Tribal Secretary
- F. Accept correspondence to GTC dated June 19, 2017, as information**  
Sponsor: Lisa Summers, Tribal Secretary
- G. Enter E-Poll results into the record in accordance with OBC SOP entitled Conducting Electronic Voting:**  
Sponsor: Lisa Summers, Tribal Secretary
  - 1. Approved memorandum to cancel 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**  
Requestor: Brandon Stevens, Councilman
  - 2. Approved correspondence which directs the Oneida Law Office to file a request with the Judiciary to provide Declaratory, Injunctive, or Other Relief regarding requirement to properly notice special GTC meeting materials for the identified June 28, 2017, date**  
Requestor: Lisa Summers, Tribal Secretary
  - 3. Failed request to approve scheduling a special GTC meeting on October 22, 2017**  
Requestor: Lisa Summers, Tribal Secretary

*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 I.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)869-4364 or send an email to [TribalSecretary@oneidanation.org](mailto:TribalSecretary@oneidanation.org). Thank you.*

**Candice E. Skenandore**

---

**From:** Krystal John  
**Sent:** Tuesday, June 27, 2017 5:00 PM  
**To:** Candice E. Skenandore  
**Cc:** Brandon L. Yellowbird-Stevens  
**Subject:** OBC TOMORROW - Domestic Animals Resolution Revision

We will need to request to add the following to the adopting resolution at the end. I will do this verbally and will provide a hand out of this text only at the meeting for OBC members to follow along.

NOW THEREFORE BE IT FURTHER RESOLVED, that in accordance with section 304.6-5(a)(1) a grandfather provision shall apply to persons who, on the date these amendments become effective, are in compliance with the Oneida Tribal Regulation of Domestic Animals Ordinance adopted by resolution BC-06-22-11-G and who own, harbor or possessed more than three (3) dogs and/or three (3) cats and/or any combination of more than five (5) dogs and cats, provided that all of such animals are properly licensed. This exclusion shall continue as long as the owner keeps such animals but does not permit the licensing of additional dogs or cats which exceed the limits identified herein.

Krystal L. John  
Staff Attorney  
Oneida Law Office  
N7210 Seminary Road  
P.O. Box 109  
Oneida, WI 54155  
Tel. (920) 869-4375  
Fax (920) 869-4065

This email message is from the Oneida Law Office and may contain information which is privileged, confidential, and protected by attorney-client and/or attorney work product privileges. If you are not the intended recipient, please note that any disclosure, copying, distribution, or use of the contents of this message or any attachments is prohibited. If you have received this email message in error, please destroy it and notify us immediately by telephone at the number listed above.

Hand out at BC Meeting

JUN 28 2017

Regarding item# VI.B.

**SECTION 1: COVER PAGE**

(1) Grant Number: 55IT5549100

(2) Recipient Program Year: 10/1 - 9/30

(3) Federal Fiscal Year: FY 2018 10/1 - 9/30

(4) Initial Plan (Complete this Section then proceed to Section 2)

(5) Amended Plan (Complete this Section, Section 8 if applicable, and Section 16)

(6) Annual Performance Report (Complete items 27-30 and proceed to Section 3)

(7) Tribe

(8) TDHE

<b>(9) Name of Recipient:</b> Oneida Nation		
<b>(10) Contact Person:</b> Dale P. Wheelock		
<b>(11) Telephone Number with Area Code:</b> 920-869-6198		
<b>(12) Mailing Address:</b> 2913 Commissioner Street		
<b>(13) City:</b> Oneida	<b>(14) State:</b> Wisconsin	<b>(15) Zip Code:</b> 54155
<b>(16) Fax Number with Area Code (if available):</b> 920-869-2836		
<b>(17) Email Address (if available):</b> <a href="mailto:dwheelo1@oneidation.org">dwheelo1@oneidation.org</a>		
<b>(18) If TDHE, List Tribes Below:</b>		
<b>(19) Tax Identification Number:</b>		396081138
<b>(20) DUNS Number:</b>		798227278
<b>(21) CCR/SAM Expiration Date:</b>		February 10, 2018

## HANDOUT FOR ITEM - IX.I.

(22) IHBG Fiscal Year Formula Amount:	FY 2018 \$4,075,713
(23) Name of Authorized IHP Submitter:	Cristina Danforth
(24) Title of Authorized IHP Submitter:	Chairwoman
(25) Signature of Authorized IHP Submitter:	
(26) IHP Submission Date:	
(27) Name of Authorized APR Submitter:	Cristina Danforth
(28) Title of Authorized APR Submitter:	Chairwoman
(29) Signature of Authorized APR Submitter:	
(30) APR Submission Date:	

**Certification:** The information contained in this document is accurate and reflects the activities actually planned or accomplished during the program year. Activities planned and accomplished are eligible under applicable statutes and regulations.

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information, including intentional disclosure, is subject to a civil money penalty not to exceed \$10,000 for each violation.

**ONE YEAR PLAN & ANNUAL PERFORMANCE REPORT**

**SECTION 2: HOUSING NEEDS**

NAHASDA § 102(b)(2)(B)

**(1) Type of Need:** Check the appropriate box(as) below to describe the estimated types of housing needs and the need for other assistance for low-income Indian families (column B) and all Indian families (column C) inside and outside the jurisdiction.

(A) Type of Need	Check All That Apply	
	(B) Low-Income Indian Families	(C) All Indian Families
(1) Overcrowded Households	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Renters Who Wish to Become Owners	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Substandard Units Needing Rehabilitation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Homeless Households	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Households Needing Affordable Rental Units	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(6) College Student Housing	<input type="checkbox"/>	<input type="checkbox"/>
(7) Disabled Households Needing Accessibility	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Units Needing Energy Efficiency Upgrades	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Infrastructure to Support Housing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Other (specify below)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**(2) Other Needs.** (Describe the "Other" needs below. Note: this text is optional for all needs except "Other.):

Emergency Housing Assistance Project to provide up to 15 families with emergency housing for a period of up to 6 months. Caseworker management of project to include; short and long term housing plan, budgeting, employment, and establish housing saving account for rent and security deposit.

Homebuyer and tenant education; budgeting, credit education, debt management, utility assistance, and referral assistance for outstanding bills from Tribal social services.

Tenant education series; routine maintenance including changing filters, and the work order process for preventative maintenance.

Tenant and Homebuyer education series that focuses on; changing filters, checking sump pump connections, gutter drainage from unit and bathroom exhaust fan maintenance as a method of preventing mold.

**(3) Planned Program Benefits.** *(Describe below how your planned programs and activities will address the needs of low income families identified above. Also describe how your planned programs will address the various types of housing assistance needs. NAHASDA § 102(b)(2)(B)):*

a

The Oneida Housing Department planned programs and activities will focus on addressing maintenance and rehabilitation needs of the low-moderate income housing stock and new construction. In the FY 2018 program year OHA will continue to access and improve efficiency in management, policy development, staff training and financial leveraging of resources to meet the needs of the department. Improvements to the inventory control system will continue to be implemented to enhance tracking of housing unit stock cost and new development unit cost.

The Oneida Housing Department will continue to promote safe and healthy housing units that are affordable to meet the needs of the Oneida community.

- > The Housing Department employs 34 staff to manage, operate, maintain and administer program and project activities through out the year. This provides employment and career opportunities for community members committed to improving housing for the Oneida community.
- > Maintenance staff will continue to meet work order requests in a timely manner and respond to emergencies such as plumbing and electrical issues during the day, evenings, and weekends. The maintenance program is responsible for 319 rental units.
- > Rehabilitation staff will continue to improve the quality and energy efficiency of our housing stock by replacing furnaces and appliances with Energy Star rated equipment.

**(4) Geographic Distribution.** *(Describe below how the assistance will be distributed throughout the geographic area and how this geographic distribution is consistent with the needs of low income families. NAHASDA § 102(b)(2)(B)(i)):*

Housing services will be provided within the geographic distribution area of the original Oneida Nation reservation which includes portions of Brown and Outagamie counties in Wisconsin. This area is consistent with the reservation service area which lacks adequate affordable housing for low-moderate income families.

## SECTION 3: PROGRAM DESCRIPTIONS

[102(b)(2)(A)], [233(a)], [235(c)], [404(b)], 24 CFR §1000.512(b)(2) and (3)

### Planning and Reporting Program Year Activities

In this section, the recipient must provide a description of its planned eligible activities, and intended outcomes and outputs for the One-Year IHP. The recipient can select any combination of activities eligible under NAHASDA and intended outcomes and outputs that are based on local needs and priorities. There is no maximum or minimum number of eligible activities or intended outcomes and outputs. Rather, the One-Year IHP should include a sufficient number of eligible activities and intended outcomes to fully describe any tasks that the recipient intends to fund in whole or in part with IHBG resources during the coming program year.

Subtitle B of NAHASDA authorizes recipients to establish a program for self-determined housing activities involving construction, acquisition, rehabilitation, or infrastructure relating to housing activities or housing that will benefit the low-income households served by the Indian tribe. A recipient may use up to 20 percent of its annual allocation, but not more than \$2 Million, for this program. Section 233(a) of NAHASDA requires a recipient to include its planned self-determination program activities in the IHP, and Section 235(c) requires the recipient to report the expenditures, outputs, and outcomes for its self-determination program in the APR. For more information, see PIH Notice 2010-35 (Demonstration Program - Self-Determined Housing Activities for Tribal Governments) at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_8814.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_8814.pdf)

The One-Year IHP is not required to include eligible activities or intended outcomes and outputs that will not receive IHBG resources. For example, the recipient may be planning to apply for Low Income Housing Tax Credits (LIHTC) from its state. If those tax credit projects will not receive IHBG resources, they are not required to be described in the IHP. However, the recipient may wish to include non-IHBG activities in the IHP to provide tribal members with a more complete picture of housing activities.

If an activity will receive partial funding from an IHBG resource, it must be described in the IHP.

For example, if the recipient uses IHBG-funded staff persons to manage, inspect, or maintain an LIHTC-funded rental project, that project would be considered an IHBG-assisted project and the related activities must be described in the IHP.

Planning and Administrative expenses and loan repayments should not be identified as programs in the IHP. That is why there are dedicated rows in the Uses of Funding budget for these expenses. Instead, describe anticipated planning and administrative expenses in Section 6, Line 4 of the IHP, and describe actual planning and administration expenses in Section 6, Line 5 of the APR. Report the planned and actual amount of planning and administrative expenses in the dedicated row of the Uses of Funding budget (Section 5, Line 2). Please note that Reserve Accounts to support planning and administration is an eligible activity and should be identified as a program in the IHP, and any planned or actual expenditure from the Reserve Account would be reported by its program name in the Uses of Funding table.

With regard to loan repayments made with IHBG funds, describe planned loan repayments in Section 5, Line 4 of the IHP, and describe actual loan repayments in Section 5, Line 5 of the APR. Report the planned and actual amount of loan repayments in the dedicated row of the Uses of

Funding budget (Section 5, Line 2), except as noted in the following instructions for Column O in the Uses of Funding table. Column O should show the IHBG funds that were expended in the previous 12-month program year. If the recipient borrowed and repaid a loan or a portion of a loan in the same year using IHBG funds, show the repayment of the principal amount in the IHBG program line in the Uses of Funding table and report loan interest payments and loan expenses in the Loan Repayment line in the Uses of Funding table. The Administrative and Planning spending cap must be based on the actual expenditures incurred during the 12-month period, and not on the amount shown in the IHP. These expenditures should be reported on the Planning and Administration row. The total amount of IHBG funds expended cannot exceed the total amount in Column H, Row 1 of Line 1 (Sources of Funding table).

For the IHP, complete the **unshaded** sections to describe the planned activities, outcomes and outputs in the coming 12-month program year. The recipient must complete Lines 1.1 through 1.4, Lines 1.6 and 1.7, and Line 1.9 for each eligible activity or program planned for the One-Year IHP. For the APR, complete the shaded sections to describe actual accomplishments, outcomes, and outputs for the previous 12-month program year. In particular, complete Lines 1.5, 1.8, 1.9, and 1.10 for each program included in the IHP.

**Eligible Activity May Include** (*citations below all reference sections in NAHASDA*):

Eligible Activity	Output Measure	Output Completion
(1) Modernization of 1937 Act Housing [202(1)]	Units	All work completed and unit passed final inspection
(2) Operation of 1937 Act Housing [202(1)]	Units	Number of units in inventory at Program Year End (PYE)
(3) Acquisition of Rental Housing [202(2)]	Units	When recipient takes title to the unit
(4) Construction of Rental Housing [202(2)]	Units	All work completed and unit passed final inspection
(5) Rehabilitation of Rental Housing [202(2)]	Units	All work completed and unit passed final inspection
(6) Acquisition of Land for Rental Housing Development [202(2)]	Acres	When recipient takes title to the land
(7) Development of Emergency Shelters [202(2)]	Households	Number of households served at any one time, based on capacity of the shelter
(8) Conversion of Other Structures to Affordable Housing [202(2)]	Units	All work completed and unit passed final inspection
(9) Other Rental Housing Development [202(2)]	Units	All work completed and unit passed final inspection
(10) Acquisition of Land for Homebuyer Unit Development [202(2)]	Acres	When recipient takes title to the land
(11) New Construction of Homebuyer Units [202(2)]	Units	All work completed and unit passed final inspection
(12) Acquisition of Homebuyer Units [202(2)]	Units	When recipient takes title to the unit

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(13) Down Payment/Closing Cost Assistance [202(2)]	Units	When binding commitment signed
(14) Lending Subsidies for Homebuyers (Loan) [202(2)]	Units	When binding commitment signed
(15) Other Homebuyer Assistance Activities [202(2)]	Units	When binding commitment signed
(16) Rehabilitation Assistance to Existing Homeowners [202(2)]	Units	All work completed and unit passed final inspection
(17) Tenant Based Rental Assistance [202(3)]	Households	Count each household once per year
(18) Other Housing Service [202(3)]	Households	Count each household once per year
(19) Housing Management Services [202(4)]	Households	Count each household once per year
(20) Operation and Maintenance of NAHASDA-Assisted Units [202(4)]	Units	Number of units in inventory at PYE
(21) Crime Prevention and Safety [202(5)]	Dollars	Dollars spent (report in Uses of Funding table only)
(22) Model Activities [202(6)]	Dollars	Dollars spent (report in Uses of Funding table only)
(23) Self-Determination Program [231-235]		
Acquisition	Units	When recipient takes title to the unit
Construction	Units	All work completed and unit passed final inspection
Rehabilitation	Units	All work completed and unit passed final inspection
Infrastructure	Dollars	Dollars spent (report in Uses of Funding table only)
(24) Infrastructure to Support Housing [202(2)]	Dollars	Dollars spent (report in Uses of Funding table only)
(25) Reserve Accounts [202(9)]	N/A	N/A

### Outcome May Include:

(1) Reduce over-crowding	(7) Create new affordable rental units
(2) Assist renters to become homeowners	(8) Assist affordable housing for college students
(3) Improve quality of substandard units	(9) Provide accessibility for disabled/elderly persons
(4) Improve quality of existing infrastructure	(10) Improve energy efficiency
(5) Address homelessness	(11) Reduction in crime reports
(6) Assist affordable housing for low income households	(12) Other – must provide description in boxes 1.4 (IHP) and 1.5 (APR) below

### IHP: PLANNED PROGRAM YEAR ACTIVITIES (NAHASDA § 102(b)(2)(A))

For each planned activity, complete all the non-shaded sections below. It is recommended that for each program name you assign a unique identifier to help distinguish individual programs. This unique number can be any number of your choosing, but it should be simple and clear so that you and HUD can track tasks and results under the program and collect appropriate file documentation tied to this program.

- One way to number your programs is chronologically. For example, you could number your programs 2011-1,

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2011-2, 2011-3 etc.

- Or, you may wish to number the programs based on type. For example rental 1, rental 2, homebuyer1, homebuyer 2 etc. This type of numbering system might be appropriate if you have many programs that last over several years.
- Finally, you may wish to use an outline style of numbering. For example, all programs under your first eligible activity would start with the number 1 and then be consecutively numbered as 1.1, 1.2, 1.3 etc.

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## APR: REPORTING ON PROGRAM YEAR PROGRESS (NAHASDA § 404(b))

Complete the shaded section of text below to describe your completed program tasks and actual results. Only report on activities completed during the 12-month program year. Financial data should be presented using the same basis of accounting as the Schedule of Expenditures of Federal Awards (SEFA) in the annual audit. For unit accomplishments, only count units when the unit was completed and occupied during the year. For households, only count the household if it received the assistance during the previous 12-month program year.

<b>1.1. Program Name and Unique Identifier:</b>	HUD - Veterans Affairs Supportive Housing VASH - 2018-991
<b>1.2. Program Description</b> <i>(This should be the description of the planned program.):</i>	
<p>The VASH program is to provide housing for Indian veterans who are homeless or at risk of homeless. This is a multi-year voucher funding program with an annual application process. The program provides the following;</p> <ul style="list-style-type: none"> <li>&gt; Determine eligibility by VA staff as to being a veteran, determine Indian under the law by Tribe, income eligible, and not subject to a lifetime registration requirement under a state sex offender registration program.</li> <li>&gt; Provide housing by Tribe or project-based assistance to VA referred and tribally screened members.</li> <li>&gt; Deliver case management and VA support services.</li> </ul>	
<b>1.3 Eligible Activity Number</b> (Select one activity from the Eligible Activity list. For any activity involving housing units as the output measure (excluding operations and maintenance), do not combine homeownership and rental housing in one activity, so that when housing units are reported in the APR they are correctly identified as homeownership or rental.):	18
<b>1.4 Intended Outcome Number</b> (Select one outcome from the Outcome list. Each program can have only one outcome. If more than one outcome applies, create a separate program for each outcome.):	5
<b>Describe Other Intended Outcome</b> (Only if you selected "Other" above):	
<b>1.5 Actual Outcome Number</b> (In the APR identify the actual outcome from the Outcome list.):	
<b>Describe Other Actual Outcome</b> (Only if you selected "Other" above.):	
<b>1.6 Who Will Be Assisted</b> (Describe the types of households that will be assisted under the program. Please note: assistance made available to families whose incomes fall within 80 to 100 percent of the median must be included as a separate program within this section.):	
Low-Moderate Income homeless veterans	
<b>1.7. Types and Level of Assistance</b> <i>(Describe the types and the level of assistance that will be provided to each household, as applicable.):</i>	

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The VASH Program will provide housing services to 20 homeless veterans, with a plan of providing housing for 10 homeless veterans this program year. Veterans will receive case management to address chronic homeless issues through the VA. Services may include substance use treatment, mental health care, job training, and education

**1.8. APR:** Describe the accomplishments for the APR in the 12-month program year. In accordance with 24 CFR § 1000.512(b)(3), provide an analysis and explanation of cost overruns or high unit costs.

**1.9: Planned and Actual Outputs for 12-Month Program Year**

Planned Number of <b>Units</b> to be Completed in Year Under this Program	Planned Number of <b>Households</b> To Be Served in Year Under this Program	Planned Number of <b>Acres</b> To Be Purchased in Year Under this Program
	10	
APR: Actual Number of <b>Units</b> Completed in Program Year	APR: Actual Number of <b>Households</b> Served in Program Year	APR: Actual Number of <b>Acres</b> Purchased in Program Year

**1.10: APR:** If the program is behind schedule, explain why. (24 CFR § 1000.512(b)(2))

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<b>2.1. Program Name and Unique Identifier:</b>	<b>Resident Services - 2018-002</b>
<b>2.2. Program Description</b> <i>(This should be the description of the planned program.):</i>	
<p>Resident Services provides application intake, tenant and homebuyer orientations, tenant relations, lease monitoring, collections, conveying stock, interim recertification's, lease and homebuyer agreement enforcement, data collection and analysis, report preparation, file maintenance of tenant applications, correspondence, casework, and support services such as budgeting, credit education, and housing resource information and referral.</p> <p>Resident Services conducts unit inspections and submits work order requests as needed. Staff provides daily tenant contact regarding housing concerns and complaints. Case management files are maintained for each tenant in a secure location. All tenant and homebuyer files are maintained to meet HUD compliance requirements.</p>	
<b>2.3. Eligible Activity Number</b> <i>(Select one activity from the Eligible Activity list. Do not combine homeownership and rental housing in one activity, so that when housing units are reported in the APR they are correctly identified as homeownership or rental.):</i>	19
<b>2.4. Intended Outcome Number</b> <i>(Select one outcome from the Outcome list. Each program can have only one outcome. If more than one outcome applies, create a separate program for each outcome.):</i>	6
<b>Describe Other Intended Outcome</b> (Only if you selected "Other" above.):	
<b>2.5. Actual Outcome Number</b> <i>(In the APR identify the actual outcome from the Outcome list.):</i>	
<b>Describe Other Actual Outcome</b> (Only if you selected "Other" above.):	
<b>2.6. Who Will Be Assisted</b> <i>(Describe the types of households that will be assisted under the program. Please note: assistance made available to families whose incomes fall within 80 to 100 percent of the median should be included as a <u>separate</u> program within this section.):</i>	
Low - Moderate income rental and homebuyer families who meet income eligibility criteria for the housing programs.	
<b>2.7. Types and Level of Assistance</b> <i>(Describe the types and the level of assistance that will be provided to each household, as applicable.):</i>	
Services will be provided by admission, occupancy, case worker and accounts receivable staff at no cost to applicants and tenants. Service will be provided to 318 rental and 53 homebuyer households totaling 371 households.	
<b>2.8. APR:</b> <i>Describe the accomplishments for the APR in the 12-month program year.</i>	
<b>2.9: Planned and Actual Outputs for 12-Month Program Year</b>	

## HANDOUT FOR ITEM - IX.I.

Planned Number of <b>Units</b> to be Completed in Year Under this Program	Planned Number of <b>Households</b> To Be Served in Year Under this Program	Planned Number of <b>Acres</b> To Be Purchased in Year Under this Program
	371	
APR: Actual Number of <b>Units</b> Completed in Program Year	APR: Actual Number of <b>Households</b> Served in Program Year	APR: Actual Number of <b>Acres</b> Purchased in Program Year
<b>2.10: APR:</b> <i>If the program is behind schedule, explain why. (24 CFR § 1000.512(b)(2))</i>		

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<b>3.1. Program Name and Unique Identifier:</b>	<b>CAS Maintenance - 2018-003</b>
<b>3.2. Program Description</b> <i>(This should be the description of the planned program.):</i>	
<p>The maintenance program is designed to provide the following activities; routine and non-routine repairs and replacement of fixtures, equipment and/or materials to ensure compliance with health quality standards. Tenant referrals are made to occupancy staff regarding maintenance or health concerns observed in the tenant units, which may result in resident service staff conducting health or safety visits to a unit. Occupancy staff make referrals to maintenance staff via work orders. Maintenance staff and Resident Services staff work hand-in-hand to ensure when units are vacated, the units is repaired timely and ready for occupancy as soon as possible.</p> <p>Routine repair and cleaning of unit is completed within 2 weeks of vacancy, but severe tenant damage may take up to 60 days.</p>	
<b>3.3. Eligible Activity Number</b> <i>(Select one activity from the Eligible Activity list. Do not combine homeownership and rental housing in one activity, so that when housing units are reported in the APR they are correctly identified as homeownership or rental.):</i>	2
<b>3.4. Intended Outcome Number</b> <i>(Select one outcome from the Outcome list. Each program can have only one outcome. If more than one outcome applies, create a separate program for each outcome.):</i>	3
<b>Describe Other Intended Outcome</b> (Only if you selected "Other" above.):	
<b>3.5. Actual Outcome Number</b> <i>(In the APR identify the actual outcome from the Outcome list.):</i>	
<b>Describe Other Actual Outcome</b> (Only if you selected "Other" above.):	
<b>3.6. Who Will Be Assisted</b> <i>(Describe the types of households that will be assisted under the program. Please note: assistance made available to families whose incomes fall within 80 to 100 percent of the median should be included as a <u>separate</u> program within this section.):</i>	
Low - Moderate income families who are rental tenants in the program.	
<b>3.7. Types and Level of Assistance</b> <i>(Describe the types and the level of assistance that will be provided to each household, as applicable.):</i>	
The majority of the maintenance staff have over 20 years of experience working with the current housing stock in making routine maintenance and repairing tenant damage to units. Work orders include; plumbing issues, electrical repair, and HVAC, repairs are completed in a timely manner. Maintenance staff are on call during the week and on weekends in the event of an emergency.	
<b>3.8. APR:</b> <i>Describe the accomplishments for the APR in the 12-month program year.</i>	

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<b>3.9: Planned and Actual Outputs for 12-Month Program Year</b>		
Planned Number of <b>Units</b> to be Completed in Year Under this Program	Planned Number of <b>Households</b> To Be Served in Year Under this Program	Planned Number of <b>Acres</b> To Be Purchased in Year Under this Program
	371	
APR: Actual Number of <b>Units</b> Completed in Program Year	APR: Actual Number of <b>Households</b> Served in Program Year	APR: Actual Number of <b>Acres</b> Purchased in Program Year
<b>3.10: APR:</b> <i>If the program is behind schedule, explain why. (24 CFR § 1000.512(b)(2))</i>		

<p><b>4.1. Program Name and Unique Identifier:</b></p>	<p><b>Operating CAS - 2018-00X</b></p>
<p><b>4.2. Program Description</b> <i>(This should be the description of the planned program.):</i></p> <p>This program is designed to implement and maintain systems which ensure sound fiscal management, human resources management, planning and development of maintenance programs, and staff for services supported by accountants. Funds support the cost of the maintenance of offices, and warehouse, associated utility costs, insurance, work order system, inventory control, tracking cost and purchasing of supplies and materials for program activities This program also services maintenance of equipment, contracting for equipment, vehicles maintenance, staff training, pest control, and preventive maintenance activities.</p> <p>The inventory of housing units in now at 371 and another 12 units are planned for the coming year. An efficient electronic inventory control system needs implementation in 2018 to track unit costs and supplies used for maintenance, rehabilitation and development programs.</p>	
<p><b>4.3. Eligible Activity Number</b> <i>(Select one activity from the Eligible Activity list. Do not combine homeownership and rental housing in one activity, so that when housing units are reported in the APR they are correctly identified as homeownership or rental.):</i></p>	
<p><b>4.4. Intended Outcome Number</b> <i>(Select one outcome from the Outcome list. Each program can have only one outcome. If more than one outcome applies, create a separate program for each outcome.):</i></p>	
<p><b>Describe Other Intended Outcome</b> (Only if you selected "Other" above.):</p>	
<p><b>4.5. Actual Outcome Number</b> <i>(In the APR identify the actual outcome from the Outcome list.):</i></p>	
<p><b>Describe Other Actual Outcome</b> (Only if you selected "Other" above.):</p>	
<p><b>4.6. Who Will Be Assisted</b> <i>(Describe the types of households that will be assisted under the program note: assistance made available to families whose incomes fall within 80 to 100 percent of the median included as a <u>separate</u> program within this section.):</i></p>	
<p>Low-Moderate income families participating in the housing programs.</p>	
<p><b>4.7. Types and Level of Assistance</b> <i>(Describe the types and the level of assistance that will be provided household, as applicable.):</i></p>	
<p>The types and level of assistance includes; administration, management functions such as accounting, work orders, procurement and repair of vacant units. Elder assistance includes; community space maintenance, lawn care and snow removal. The level of assistance is determined by specific program activity.</p>	
<p><b>4.8. APR:</b> <i>Describe the accomplishments for the APR in the 12-month program year.</i></p>	

4.9: Planned and Actual Outputs for 12-Month Program Year		
Planned Number of <b>Units</b> to be Completed in Year Under this Program	Planned Number of <b>Households</b> To Be Served in Year Under this Program	Planned Number of <b>Acres</b> To Be Purchased in Year Under this Program
371		
APR: Actual Number of <b>Units</b> Completed in Program Year	APR: Actual Number of <b>Households</b> Served in Program Year	APR: Actual Number of <b>Acres</b> Purchased in Program Year
4.10: APR: <i>If the program is behind schedule, explain why. (24 CFR § 1000.512(b)(2))</i>		

2
3

<i>. Please should be</i>
<i>ded to each</i>



<p><b>5.1. Program Name and Unique Identifier:</b></p>	<p><b>Development - 2018-100</b></p>	
<p><b>5.2. Program Description</b> <i>(This should be the description of the planned program.):</i></p> <p>The Development program will plan, design, and develop bidding documents for the construction of one (1)- 6-plex single bedroom rental units to be located in Uskah Village. The construction of two (2) -three bedroom family rental units to be located on Swamp Road. The construction of five (5) - three bedroom home ownership units to be located in Green Valley. All three locations have sewer/water and supporting utilizes available from previous development projects. All planning, building specifications, cost analysis will be completed during the fall/winter of 2017 and ready for bidding in the spring of 2018. Construction will begin in May 2018 and be 50 % completed by October 1, 2018 with the projects completed by April 2018.</p> <p>The project units will be modest in design with reasonable square footage based on the number of bedroom compositions per family dwelling. The design elements will include "green construction", low maintenance materials, energy efficient insulation, HVAC and oriented to the south for solar gain.</p>		
<p><b>5.3. Eligible Activity Number</b> <i>(Select one activity from the Eligible Activity list. Do not combine homeownership and rental housing in one activity, so that when housing units are reported in the APR they are correctly identified as homeownership or rental.):</i></p>	<p>4</p>	
<p><b>5.4. Intended Outcome Number</b> <i>(Select one outcome from the Outcome list. Each program can have only one outcome. If more than one outcome applies, create a separate program for each outcome.):</i></p>	<p>6</p>	
<p><b>Describe Other Intended Outcome</b> (Only if you selected "Other" above.):</p>		
<p><b>5.5. Actual Outcome Number</b> <i>(In the APR identify the actual outcome from the Outcome list.):</i></p>		
<p><b>Describe Other Actual Outcome</b> (Only if you selected "Other" above.):</p>		
<p><b>5.6. Who Will Be Assisted</b> <i>(Describe the types of households that will be assisted under the program. Please note: assistance made available to families whose incomes fall within 80 to 100 percent of the median should be included as a <u>separate</u> program within this section.):</i></p> <p>Low-Moderate income families in need of rental and home ownership</p>		
<p><b>5.7. Types and Level of Assistance</b> <i>(Describe the types and the level of assistance that will be provided to each household, as applicable.):</i></p> <p>Low-Moderate income families on the waiting list will have an opportunity for 8 rental units and 5 home ownership units. Adequate housing that is safe and healthy is in great demand on the reservation as indicated on the waiting lies of 110 for rentals and 44 families home ownership.</p>		
<p><b>5.8. APR:</b> <i>Describe the accomplishments for the APR in the 12-month program year.</i></p>		

5.9: Planned and Actual Outputs for 12-Month Program Year		
Planned Number of <b>Units</b> to be Completed in Year Under this Program	Planned Number of <b>Households</b> To Be Served in Year Under this Program	Planned Number of <b>Acres</b> To Be Purchased in Year Under this Program
13		
APR: Actual Number of <b>Units</b> Completed in Program Year	APR: Actual Number of <b>Households</b> Served in Program Year	APR: Actual Number of <b>Acres</b> Purchased in Program Year
5.10: APR: <i>If the program is behind schedule, explain why. (24 CFR § 1000.512(b)(2))</i>		

## HANDOUT FOR ITEM - IX.I.

<b>6.1. Program Name and Unique Identifier:</b>	<b>Development -2017 -100</b>	
<b>6.2. Program Description</b> <i>(This should be the description of the planned program.):</i>		
<p>The Development for FY 2016 will continue into FY 2018 due to delays in design and land easements for utilities at the site. The second 4-plex across from the first 4-plex on the south side of the road was delayed and will be included in Phase II of the project that will be completed in FY 2018. The Phase II project will construct three (3) additional 4-plexes in Uskah Village and be completed in FY 2018. There will be a total of four (4) 4-plexes (16 units) in Uskah Village by October 1, 2018 to complete the construction project.</p>		
<b>6.3. Eligible Activity Number</b> <i>(Select one activity from the Eligible Activity list. Do not combine homeownership and rental housing in one activity, so that when housing units are reported in the APR they are correctly identified as homeownership or rental.):</i>		4
<b>6.4. Intended Outcome Number</b> <i>(Select one outcome from the Outcome list. Each program can have only one outcome. If more than one outcome applies, create a separate program for each outcome.):</i>		7
<b>Describe Other Intended Outcome</b> (Only if you selected "Other" above.):		
<b>6.5. Actual Outcome Number</b> <i>(In the APR identify the actual outcome from the Outcome list.):</i>		
<b>Describe Other Actual Outcome</b> (Only if you selected "Other" above.):		
<b>6.6. Who Will Be Assisted</b> <i>(Describe the types of households that will be assisted under the program. Please note: assistance made available to families whose incomes fall within 80 to 100 percent of the median should be included as a <u>separate</u> program within this section.):</i>		
Low - Moderate income single families		
<b>6.7. Types and Level of Assistance</b> <i>(Describe the types and the level of assistance that will be provided to each household, as applicable.):</i>		
Low-Moderate income families will receive a rental unit that meets the family composition, household need, and of moderate sized square footage. Units will be of quality construction that is affordable, energy efficient, and equipped with Energy Star appliances to help in reducing energy and utility cost.		
<b>6.8. APR:</b> <i>Describe the accomplishments for the APR in the 12-month program year.</i>		
<b>6.9: Planned and Actual Outputs for 12-Month Program Year</b>		
Planned Number of <b>Units</b> to be Completed in Year Under this Program	Planned Number of <b>Households</b> To Be Served in Year Under this Program	Planned Number of <b>Acres</b> To Be Purchased in Year Under this Program

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APR: Actual Number of <b>Units</b> Completed in Program Year	APR: Actual Number of <b>Households</b> Served in Program Year	APR: Actual Number of <b>Acres</b> Purchased in Program Year
<b>6.10: APR:</b> <i>If the program is behind schedule, explain why. (24 CFR § 1000.512(b)(2))</i>		

## HANDOUT FOR ITEM - IX.I.

<b>7.1. Program Name and Unique Identifier:</b>	<b>Development 2016-101</b>	
<b>7.2. Program Description</b> <i>(This should be the description of the planned program.):</i>		
The FY 2016 Acquisition project to purchase four (4) homes situated on Tribal Trust land has been slow to complete. Three homes have been purchased with one remaining that is currently in the process of acquisition/rehabilitation. The last unit will be completed and ready for occupancy by October 30, 2018.		
<b>7.3. Eligible Activity Number</b> <i>(Select one activity from the Eligible Activity list. Do not combine homeownership and rental housing in one activity, so that when housing units are reported in the APR they are correctly identified as homeownership or rental.):</i>		12
<b>7.4. Intended Outcome Number</b> <i>(Select one outcome from the Outcome list. Each program can have only one outcome. If more than one outcome applies, create a separate program for each outcome.):</i>		1
<b>Describe Other Intended Outcome</b> (Only if you selected "Other" above.):		
<b>7.5. Actual Outcome Number</b> <i>(In the APR identify the actual outcome from the Outcome list.):</i>		
<b>Describe Other Actual Outcome</b> (Only if you selected "Other" above.):		
<b>7.6. Who Will Be Assisted</b> <i>(Describe the types of households that will be assisted under the program. Please note: assistance made available to families whose incomes fall within 80 to 100 percent of the median should be included as a <u>separate</u> program within this section.):</i>		
Low-Moderate income families		
<b>7.7. Types and Level of Assistance</b> <i>(Describe the types and the level of assistance that will be provided to each household, as applicable.):</i>		
Low-Moderate income families will receive a unit that meets the family composition, household needs, and of moderate sized square footage. Units will be of quality construction that is affordable, energy efficient and equipped with Energy Star appliances.		
<b>7.8. APR:</b> <i>Describe the accomplishments for the APR in the 12-month program year.</i>		
<b>7.9: Planned and Actual Outputs for 12-Month Program Year</b>		
Planned Number of <b>Units</b> to be Completed in Year Under this Program	Planned Number of <b>Households</b> To Be Served in Year Under this Program	Planned Number of <b>Acres</b> To Be Purchased in Year Under this Program
1		

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APR: Actual Number of <b>Units</b> Completed in Program Year	APR: Actual Number of <b>Households</b> Served in Program Year	APR: Actual Number of <b>Acres</b> Purchased in Program Year

**7.10: APR:** *If the program is behind schedule, explain why. (24 CFR § 1000.512(b)(2))*

# HANDOUT FOR ITEM - IX.I.

<b>8.1. Program Name and Unique Identifier:</b>	<b>Crime Prevention - 2018-200</b>
<b>8.2. Program Description</b> <i>(This should be the description of the planned program.):</i>	
<p>The Crime Prevention program consists of two full-time staff dedicated to the reduction of crime in the community by providing youth education and activities to direct them from crime to positive activities that create good citizens in the community. The Three Sisters and Flying Leaf subdivisions are the focal points for crime prevention due to the large low income housing population. Staff work closely with Oneida Police Department in reducing crime in the area. The key elements in crime prevention is promoting culture, safety, and positive behaviors for community residents. The program provides hands on activities that encourage creation such as cultural beading, dance regalia costumes, crafts, La Crosse, and volunteer activities for community members.</p> <p>The Oneida Housing Department sponsors three community events each year to gather community involvement and president participation with neighbors. These activities include food, music, children and adult activities that bring the community together. The after school program and neighborhood watch programs encourage community responsibility for tenants safety and security.</p>	
<b>8.3. Eligible Activity Number</b> <i>(Select one activity from the Eligible Activity list. Do not combine homeownership and rental housing in one activity, so that when housing units are reported in the APR they are correctly identified as homeownership or rental.):</i>	
<b>8.4. Intended Outcome Number</b> <i>(Select one outcome from the Outcome list. Each program can have only one outcome. If more than one outcome applies, create a separate program for each outcome.):</i>	11
<b>Describe Other Intended Outcome</b> (Only if you selected "Other" above.):	
<b>8.5. Actual Outcome Number</b> <i>(In the APR identify the actual outcome from the Outcome list.):</i>	
<b>Describe Other Actual Outcome</b> (Only if you selected "Other" above.):	
<b>8.6. Who Will Be Assisted</b> <i>(Describe the types of households that will be assisted under the program. Please note: assistance made available to families whose incomes fall within 80 to 100 percent of the median should be included as a <u>separate</u> program within this section.):</i>	
Low-Moderate income families residing in Oneida Housing Department rental and homebuyer housing units.	
<b>8.7. Types and Level of Assistance</b> <i>(Describe the types and the level of assistance that will be provided to each household, as applicable.):</i>	

## HANDOUT FOR ITEM - IX.I.

Program activities and safety concerns of the community will be provided through the after school cultural programming for youth and neighborhood watch programs. Quarterly events at the housing sites are designed to focus on topics such as bullying, suicide, and gang prevention. The Crime Prevention program works closely with the Oneida Police Department.

**8.8. APR:** Describe the accomplishments for the APR in the 12-month program year.

**8.9: Planned and Actual Outputs for 12-Month Program Year**

Planned Number of <b>Units</b> to be Completed in Year Under this Program	Planned Number of <b>Households</b> To Be Served in Year Under this Program	Planned Number of <b>Acres</b> To Be Purchased in Year Under this Program
	371	
APR: Actual Number of <b>Units</b> Completed in Program Year	APR: Actual Number of <b>Households</b> Served in Program Year	APR: Actual Number of <b>Acres</b> Purchased in Program Year

**8.10: APR:** If the program is behind schedule, explain why. (24 CFR § 1000.512(b)(2))

# HANDOUT FOR ITEM - IX.I.

<b>9.1. Program Name and Unique Identifier:</b>	<b>CAS Rehabilitation Rental - 2018-300</b>	
<b>9.2. Program Description</b> <i>(This should be the description of the planned program.):</i>		
<p>The Rehabilitation Rental project is designed to provide project management and rehabilitation on rental stock due to mold, replacement of obsolete materials, and rehabilitation due to inadequate ventilation in bathrooms, and energy efficient equipment. This program focuses on weatherization rehabilitation by addressing inadequate insulation, old windows, doors, siding and roofs on housing stock. The Rehabilitation program has a priority of repair and replacement using "green material" that are low maintenance and designed to extend the life of the housing stock. The Rehabilitation program staff participates in the annual housing unit inspections to ensure construction elements are well maintained and subject to preventative maintenance of the housing stock.</p>		
<b>9.3. Eligible Activity Number</b> <i>(Select one activity from the Eligible Activity list. Do not combine homeownership and rental housing in one activity, so that when housing units are reported in the APR they are correctly identified as homeownership or rental.):</i>		5
<b>9.4. Intended Outcome Number</b> <i>(Select one outcome from the Outcome list. Each program can have only one outcome. If more than one outcome applies, create a separate program for each outcome.):</i>		3
<b>Describe Other Intended Outcome</b> (Only if you selected "Other" above.):		
<b>9.5. Actual Outcome Number</b> <i>(In the APR identify the actual outcome from the Outcome list.):</i>		
<b>Describe Other Actual Outcome</b> (Only if you selected "Other" above.):		
<b>9.6. Who Will Be Assisted</b> <i>(Describe the types of households that will be assisted under the program. Please note: assistance made available to families whose incomes fall within 80 to 100 percent of the median should be included as a <u>separate</u> program within this section.):</i>		
Low-Moderate income families resident in rental units.		
<b>9.7. Types and Level of Assistance</b> <i>(Describe the types and the level of assistance that will be provided to each household, as applicable.):</i>		
Low-Moderate families will receive a rental unit that meets the family composition, household needs, and of moderate sized square footage. Units will be of quality construction that is affordable, energy efficient, and equipped with Energy Star appliances.		
<b>9.8. APR:</b> <i>Describe the accomplishments for the APR in the 12-month program year.</i>		
<b>9.9: Planned and Actual Outputs for 12-Month Program Year</b>		

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Planned Number of <b>Units</b> to be Completed in Year Under this Program	Planned Number of <b>Households</b> To Be Served in Year Under this Program	Planned Number of <b>Acres</b> To Be Purchased in Year Under this Program
30		
APR: Actual Number of <b>Units</b> Completed in Program Year	APR: Actual Number of <b>Households</b> Served in Program Year	APR: Actual Number of <b>Acres</b> Purchased in Program Year
<b>9.10: APR:</b> <i>If the program is behind schedule, explain why. (24 CFR § 1000.512(b)(2))</i>		

**SECTION 4: MAINTAINING 1937 ACT UNITS, DEMOLITION, AND DISPOSITION**

NAHASDA §§ 102(b)(2)(A)(v), 102(b)(2)(A)(iv)(I-III)

**(1) Maintaining 1937 Act Units** (NAHASDA § 102(b)(2)(A)(v)) *(Describe specifically how you will maintain and operate your 1937 Act housing units in order to ensure that these units will remain viable.):*

The 1937 Act inventory will receive the highest priority for all rehabilitation work activities. The maintenance program works closely with resident services staff in identifying potential maintenance and repair items on all 1937 Act housing stock. The annual inspections is a very useful tool in identifying existing and potential maintenance and rehabilitation repair work on the housing stock.

All housing staff are aware to keep an watchful eye on 1937 Act housing stock is the oldest inventory and will receive the most rehabilitation attention each program year.

**(2) Demolition and Disposition** (NAHASDA § 102(b)(2)(A)(iv)(I-III), 24 CFR 1000.134) Describe any planned demolition or sale of 1937 Act or NAHASDA-assisted housing units. If the recipient is planning on demolition or disposition of 1937 Act or NAHASDA-assisted housing units, be certain to include the timetable for any planned demolition or disposition and any other information that is required by HUD with respect to the demolition or disposition.

The Oneida Housing Department has no units planned for demolition or disposition in FY 2018.

**SECTION 5: BUDGETS**

NAHASDA §§ 102(b)(2)(C), 404(b)

**(1) Sources of Funding** (NAHASDA § 102(b)(2)(C)(i), (404(b)) (Complete the **non-shaded** portions of the chart below to describe your estimated or anticipated sources of funding for the 12-month program year. **APR Actual Sources of Funding -- Please complete the shaded portions of the chart below to describe your actual funds received. Only report on funds actually received and under a grant agreement or other binding commitment during the 12-month program year.)**

SOURCE	IHP					APR					
	(A) Estimated amount on hand at beginning of program year	(B) Estimated amount to be received during 12-month program year	(C) Estimated total sources of funds (A+B)	(D) Estimated funds to be expended during 12-month program year	(E) Estimated unexpended funds remaining at end of program year (C-D)	(F) Actual amount on hand at beginning of program year	(G) Actual amount received during 12-month program year	(H) Actual total sources of funding (F+G)	(I) Actual funds expended during 12-month program year	(J) Actual unexpended funds remaining at end of 12-month program year (H - I)	(K) Actual unexpended funds obligated but not expended at end of 12-month program year
1. IHBG Funds	\$7,640,382	\$4,075,713	\$11,716,095	\$6,693,811	\$5,022,284			\$0		\$0	
2. IHBG Program Income	\$0	\$1,255,484	\$1,255,484	\$1,255,484	\$0			\$0		\$0	
3. Title VI	\$0	\$0	\$0	\$0	\$0			\$0		\$0	
4. Title VI Program Income	\$0	\$0	\$0	\$0	\$0			\$0		\$0	
5. 1937 Act Operating Reserves	\$0		\$0	\$0	\$0			\$0		\$0	
6. Carry Over 1937 Act Funds	\$0		\$0	\$0	\$0			\$0		\$0	
<b>LEVERAGED FUNDS</b>											
7. ICDBG Funds	\$0	\$0	\$0	\$0	\$0			\$0		\$0	
8. Other Federal Funds	\$174,881	\$0	\$174,881	\$174,881	\$0			\$0		\$0	

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9. LIHTC	\$0	\$0	\$0	\$0	\$0			\$0		\$0	
10. Non-Federal Funds	\$0	\$0	\$0	\$0	\$0			\$0		\$0	
<b>TOTAL</b>	\$7,815,263	\$5,331,197	\$13,146,460	\$8,124,176	\$5,022,284	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL Columns C &amp; H, 2 through 10</b>			\$1,430,365					\$0			

**Notes:**

- a. For the IHP, fill in columns A, B, C, D, and E (non-shaded columns). **For the APR, fill in columns F, G, H, I, J, and K (shaded columns).**
- b. Total of Column D should match the total of Column N from the **Uses of Funding table below.**
- c. **Total of Column I should match the Total of Column Q from the Uses of Funding table below.**
- d. For the IHP, describe any estimated leverage in Line 3 below (Estimated Sources or Uses of Funding). For the APR, describe actual leverage in Line 4 below.

**(2) Uses of Funding** (NAHASDA § 102(b)(2)(C)(ii)) *(Note that the budget should not exceed the total funds on hand (Column C) and insert as many rows as needed to include all the programs identified in Section 3. **Actual expenditures in the APR section are for the 12-month program year.**)*

PROGRAM NAME	IHP			APR		
	(L)	(M)	(N)	(O)	(P)	(Q)
	Prior and current year IHBG (only) funds to be expended in 12-month program year	Total all other funds to be expended in 12-month program year	Total funds to be expended in 12-month program year (L+M)	Total IHBG (only) funds expended in 12-month program year	Total all other funds expended in 12-month program year	Total funds expended in 12-month program year (O+P)
HUD - Veterans Affairs Supportive Housing VASH - 2018-991	\$0	\$174,881	\$174,881			\$0
Resident Services - 2018-002	\$231,124	\$0	\$231,124			\$0

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<b>CAS Maintenance - 2018-003</b>	\$281,919	\$0	\$281,919			\$0
<b>Operating CAS - 2018-00X</b>	\$1,886,629	\$0	\$1,886,629			\$0
<b>Development - 2018-100</b>	\$700,000	\$500,000	\$1,200,000			\$0
<b>Development -2017 -100</b>	\$1,773,714	\$755,484	\$2,529,198			\$0
<b>Development 2016-101</b>	\$262,000		\$262,000			\$0
<b>Crime Prevention - 2018-200</b>	\$153,481		\$153,481			\$0
<b>CAS Rehabilitation Rental - 2018-300</b>	\$1,024,690		\$1,024,690			\$0
<b>Planning and Administration</b>	\$380,254	\$0	\$380,254			\$0
<b>Loan repayment - describe in 3 &amp; 4 below</b>	\$0	\$0	\$0			\$0
<b>TOTAL</b>	<b>\$6,693,811</b>	<b>\$1,430,365</b>	<b>\$8,124,176</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Notes:**

- a. Total of Column L cannot exceed the IHBG funds from Column C, Row 1 from the Sources of Funding table in Line 1 above.
- b. Total of Column M cannot exceed the total from Column C, Rows 2-10 from the Sources of Funding table in Line 1 above.
- c. Total of Column O cannot exceed total IHBG funds received in Column H, Row 1 from the Sources of Funding table in Line 1 above.**
- d. Total of Column P cannot exceed total of Column H, Rows 2-10 of the Sources of Funding table in Line 1 above.**
- e. Total of Column Q should equal total of Column I of the Sources of Funding table in Line 1 above.**

**(3) Estimated Sources or Uses of Funding (NAHASDA § 102(b)(2)(C)).** *(Provide any additional information about the estimated sources or uses of funding, including leverage (if any). You must provide the relevant information for any planned loan repayment listed in the Uses of Funding table on the previous page. This planned loan repayment can be associated with Title VI or with private or tribal funding that is used for an eligible activity described in an IHP that has been determined to be in compliance by HUD. The text must describe which specific loan is planned to be repaid and the NAHASDA-eligible activity and program associated with this loan):*

Not Applicable

**(4) APR** (NAHASDA § 404(b)) *(Enter any additional information about the actual sources or uses of funding, including leverage (if any). You must provide the relevant information for any actual loan repayment listed in the Uses of Funding table on the previous page. The text must describe which loan was repaid and the NAHASDA-eligible activity and program associated with this loan.):*

[Redacted area]

[Redacted area]

**SECTION 6: OTHER SUBMISSION ITEMS**

[102(b)(2)(C)(ii)], [201(b)(5)], [202(6)], [205(a)(2)], [209], 24 CFR §§ 1000.108, 1000.120, 1000.142, 1000.:

**(1) Useful Life/Affordability Period(s)** (NAHASDA § 205, 24 CFR § 1000.142) *(Describe your plan or system for determining the useful life/affordability period of the housing it assists with IHBG and/or Title VI funds must be provided in the IHP. A record of the current, specific useful life/affordability period for housing units assisted with IHBG and/or Title VI funds (excluding Mutual Help) must be maintained in the recipient's files and available for review for the useful life/affordability period.):*

The expected useful life of a unit built with NAHASDA funds is 50+ years due to quality construction methods, "green" materials and focus on sustainable low maintenance building materials. A key element for sustainable life of units is the annual inspections which drives timely repairs and rehabilitation of housing stock. The Oneida Housing Department continues to monitor housing units through routine maintenance and rehabilitation of all housing stock.

**(2) Model Housing and Over-Income Activities** (NAHASDA § 202(6), 24 CFR § 1000.108) *(If you wish to undertake a model housing activity or wish to serve non-low-income households during the 12-month program year, those activities may be described here, in the program description section of the 1-year plan, or as a separate submission.):*

No model activities are planned for FY 2018.

**(3) Tribal and Other Indian Preference** (NAHASDA § 201(b)(5), 24 CFR § 1000.120)

If preference will be given to tribal members or other Indian families, the preference policy must be described. This information may be provided here or in the program description section of the 1-year plan.

Does the Tribe have a preference policy? Yes  No

If yes, describe the policy.

The Oneida Housing Department will give preference to Oneida Tribal enrolled members, other Tribal Indians, and non Indians in that order. All applicants must meet the required NAHASDA guidelines before they can become eligible for the programs. The head of household will be an enrolled Oneida Tribal member for first preference. The Oneida Nation has recently created the Oneida Tenant and Landlord Law which enforces the preference policy.

**(4) Anticipated Planning and Administration Expenses** (NAHASDA § 102(b)(2)(C)(ii), 24 CFR § 1000.238)

Do you intend to exceed your allowable spending cap for Planning and Administration? Yes  No

If yes, describe why the additional funds are needed for Planning and Administration. For a recipient administering funds from multiple grant beneficiaries with a mix of grant or expenditure amounts, for each beneficiary state the grant amount or expenditure amount, the cap percentage applied, and the actual dollar amount of the cap.

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**(5) Actual Planning and Administration Expenses** (NAHASDA § 102(b)(2)(C)(ii), 24 CFR § 1000.238)

Did you exceed your spending cap for Planning and Administration?

Yes  No

If yes, did you receive HUD approval to exceed the cap on Planning and Administration costs?

Yes  No

If you did not receive approval for exceeding your spending cap on planning and administration costs, describe the reason(s) for exceeding the cap. (See Section 6, Line 5 of the Guidance for information on carry-over of unspent planning and administration expenses.)

**(6) Expanded Formula Area - Verification of Substantial Housing Services** (24 CFR § 1000.302(3)) *If your tribe has an expanded formula area (i.e., an area that was justified based on housing services provided rather than the list of areas defined in 24 CFR § 1000.302 Formula Area (1)), the tribe must demonstrate that it is continuing to provide substantial housing services to that expanded formula area. Does the tribe have an expanded formula area?*

Yes  No  **If no, proceed to Section 7.**

If yes, list each separate geographic area that has been added to the Tribe's formula area and the documented number of Tribal members residing there.

For each separate formula area expansion, list the budgeted amount of IHBG and other funds to be provided to all American Indian and Alaska Native (AIAN) households and to only those AIAN households with incomes 80% of median income or lower during the recipient's 12-month program year:

Total Expenditures on Affordable Housing Activities for:		
	All AIAN Households	AIAN Households with Incomes 80% or Less of Median Income
<b>IHBG Funds:</b>		
<b>Funds from Other Sources:</b>		

## HANDOUT FOR ITEM - IX.I.

**(7) APR:** If answered "Yes" in Line 6, for each separate formula area, list the actual amount of IHBG and other funds expended for all AIAN households and for only AIAN households with incomes 80% of median income or lower during the recipient's 12-month program year.

Total Expenditures on Affordable Housing Activities for:		
	All AIAN Households	AIAN Households with Incomes 80% or Less of Median Income
<b>IHBG Funds:</b>		
<b>Funds from Other Sources:</b>		

**SECTION 7: INDIAN HOUSING PLAN CERTIFICATION OF COMPLIANCE**

NAHASDA § 102(b)(2)(D)

By signing the IHP, the recipient certifies its compliance with Title II of the Civil Rights Act of 1968 (25 USC Part 1301 et seq.), and ensures that the recipient has all appropriate policies and procedures in place to operate its planned programs. The recipient should not assert that it has the appropriate policies and procedures in place if these documents do not exist in its files, as this will be one of the items verified during any HUD monitoring review.

**(1) In accordance with applicable statutes, the recipient certifies that:**

It will comply with Title II of the Civil Rights Act of 1968 in carrying out this Act, to the extent that such title is applicable, and other applicable federal statutes.

Yes  No

**(2) In accordance with 24 CFR 1000.328, the recipient receiving less than \$200,000 under FCAS certifies that:**

There are households within its jurisdiction at or below 80 percent of median income.

Yes  No  Not Applicable

**(3) The following certifications will only apply where applicable based on program activities.**

a. It will maintain adequate insurance coverage for housing units that are owned and operated or assisted with grant amounts provided under NAHASDA, in compliance with such requirements as may be established by HUD;

Yes  No  Not Applicable

b. Policies are in effect and are available for review by HUD and the public governing the eligibility, admission, and occupancy of families for housing assisted with grant amounts provided under NAHASDA;

Yes  No  Not Applicable

c. Policies are in effect and are available for review by HUD and the public governing rents charged, including the methods by which such rents or homebuyer payments are determined, for housing assisted with grant amounts provided under NAHASDA; and

Yes  No  Not Applicable

d. Policies are in effect and are available for review by HUD and the public governing the management and maintenance of housing assisted with grant amounts provided under NAHASDA.

Yes  No  Not Applicable

**SECTION 8: IHP TRIBAL CERTIFICATION**

NAHASDA § 102(c)

This certification is used when a Tribally Designated Housing Entity (TDHE) prepares the IHP or IHP amendment on behalf of the Tribe. This certification must be executed by the recognized tribal government covered under the IHP.

- (1) The recognized tribal government of the grant beneficiary certifies that:
- (2)  It had an opportunity to review the IHP or IHP amendment and has authorized the submission of the IHP by the TDHE; or
- (3)  It has delegated to such TDHE the authority to submit an IHP or IHP amendment on behalf of the Tribe without prior review by the Tribe.

(4) Tribe:	Oneida Nation
(5) Authorized Official's Name and Title:	Cristina S. Danforth Chairwoman
(6) Authorized Official's Signature:	
(7) Date (MM/DD/YYYY):	

**SECTION 9: TRIBAL WAGE RATE CERTIFICATION**

NAHASDA §§ 102(b)(2)(D)(vi), 104(b)

By signing the IHP, you certify whether you will use tribally determined wages, Davis-Bacon wages, or HUD determined wages. Check only the applicable box below.

- (1)  You will use tribally determined wage rates when required for IHBG-assisted construction or maintenance activities. The Tribe has appropriate laws and regulations in place in order for it to determine and distribute prevailing wages.
- (2)  You will use Davis-Bacon or HUD determined wage rates when required for IHBG-assisted construction or maintenance activities.
- (3)  You will use Davis-Bacon and/or HUD determined wage rates when required for IHBG-assisted construction except for the activities described below.

**(4)** If you checked the box in Line 3, list the other activities that will be using tribally determined wage rates:

The Oneida Nation uses the Tribally determined wage rates for all administrative, professional,

**SECTION 10: SELF-MONITORING**

NAHASDA § 403(b), 24 CFR §§ 1000.26, 85.37, 85.40

**(1)** Do you have a procedure and/or policy for self-monitoring?

Yes  No

**(2)** Pursuant to 24 CFR § 1000.502(b) where the recipient is a TDHE, did the TDHE provide periodic progress reports including the self-monitoring report, Annual Performance Report, and audit reports to the Tribe?

Yes  No  Not Applicable

**(3)** Did you conduct self-monitoring, including monitoring sub-recipients?

Yes  No

**(4) Self-Monitoring Results.** *(Describe the results of the monitoring activities, including inspections for this program year.):*

[Empty text box for self-monitoring results]

**SECTION 11: INSPECTIONS**

NAHASDA § 403(b)

**(1) Inspection of Units** (Use the table below to record the results of recurring inspections of assisted housing.)

Activity		Results of Inspections				Total number of units inspected
		Total Number of Units (Inventory)	Units in standard condition	Units needing rehabilitation	Units needing to be replaced	
(a)		(b)	(c)	(d)	(e)	(f)
1	<b>1937 Housing Act Units:</b>					
	a. Rental					0
	b. Homeownership					0
	c. Other					0
<b>1937 Act Subtotal</b>		0	0	0	0	0
2	<b>NAHASDA assisted units:</b>					
	a. Rental					0
	b. Homeownership					0
	c. Rental Assistance					0
<b>NAHASDA Subtotal</b>		0	0	0	0	0
<b>Total</b>		0	0	0	0	0

**(2)** Did you comply with your inspection policy: Yes  No

**(3) If no, why not:**

**SECTION 12: AUDITS**

24 CFR § 1000.544

This section is used to indicate whether an Office of Management and Budget Circular A-133 audit is required, based on a review of your financial records.

Did you expend \$750,000 or more in total Federal awards during the APR reporting period?

Yes  No

If Yes, an audit is required to be submitted to the Federal Audit Clearinghouse and your Area Office of Native American Programs.

If No, an audit is not required.

**SECTION 13: PUBLIC AVAILABILITY**

NAHASDA § 408, 24 CFR § 1000.518

**(1).** Did you make this APR available to the citizens in your jurisdiction before it was submitted to HUD (24 CFR § 1000.518)?

Yes  No

**(2)** If you are a TDHE, did you submit this APR to the Tribe(s) (24 CFR § 1000.512)?

Yes  No  Not Applicable

**(3)** If you answered “No” to question #1 and/or #2, provide an explanation as to why not and indicate when you will do so.

**(4)** Summarize any comments received from the Tribe(s) and/or the citizens (NAHASDA § 404(d)).

**SECTION 14: JOBS SUPPORTED BY NAHASDA**

NAHASDA § 404(b)

Use the table below to record the number of jobs supported with IHBG funds each year.

Indian Housing Block Grant Assistance (IHBG)	
(1) Number of Permanent Jobs Supported	
(2) Number of Temporary Jobs Supported	
(3) Narrative (optional):	

**SECTION 15: IHP WAIVER REQUESTS**

NAHASDA § 101(b)(2)

THIS SECTION IS ONLY REQUIRED IF THE RECIPIENT IS REQUESTING A WAIVER OF AN IHP SECTION OR A WAIVER OF THE IHP SUBMISSION DUE DATE.

A waiver is valid for a period not to exceed 90 days. Fill out the form below if you are requesting a waiver of one or more sections of the IHP. **NOTE:** This is NOT a waiver of the IHBG program requirements but rather a request to waive some of the IHP submission items.

<p><b>(1)</b> List below the sections of the IHP where you are requesting a waiver and/or a waiver of the IHP due date.  <i>(List the requested waiver sections by name and section number):</i></p>	
<p><b>(2)</b> Describe the reasons that you are requesting this waiver <i>(Describe completely why you are unable to complete a particular section of the IHP or could not submit the IHP by the required due date.):</i></p>	
<p><b>(3)</b> Describe the actions you will take in order to ensure that you are able to submit a complete IHP in the future and/or submit the IHP by the required due date. <i>(This section should completely describe the procedural, staffing or technical corrections that you will make in order to submit a complete IHP in the future and/or submit the IHP by the required due date.):</i></p>	
<b>(4)</b> Recipient:	
<b>(5)</b> Authorized Official's Name and Title:	
<b>(6)</b> Authorized Official's Signature:	
<b>(7)</b> Date (MM/DD/YYYY):	

**SECTION 16: IHP AMENDMENTS**

24 CFR §1000.512

**Use this section for IHP amendments only.**

This section is only filled out if the recipient is making an official amendment to an IHP that was previously determined to be in compliance by HUD, and the recipient is required to send the amended IHP to HUD for review. The recipient may amend its IHP at any time during the Program Year.

There are only two instances when an IHP amendment must be submitted to HUD for review and determination of compliance:

- (1) When the recipient is adding a new activity that was not described in the current One-Year Plan that was determined to be in compliance by HUD; or
- (2) When the recipient is reducing the amount of funds budgeted to protect and maintain the viability of housing assisted under the 1937 Act.

The recipient is not required to submit an amended IHP to HUD:

If the revision simply alters the IHBG budget, including moving funds among planned tasks, or if it deletes a planned activity, *unless* the re-programmed funds from the budget amendment or task deletion will be used for a new task not currently in an IHP determined by HUD to be in compliance, *or unless* the change is to reduce the budget supporting 1937 Act units.

**NOTES:**

If Line 2 in Section 8 (IHP Tribal Certification) is checked in the current IHP, a new certification must be signed and dated by the authorized tribal official and submitted with the IHP Amendment.

Section 1 (Cover Page) is recommended but not required with an IHP Amendment submission.

Eligible Activity	Output Measure	Output Completion
(1) Modernization of 1937 Act Housing [202(1)]	Units	All work completed and unit passed final inspection
(2) Operation of 1937 Act Housing [202(1)]	Units	Number of units in inventory at Program Year End (PYE)
(3) Acquisition of Rental Housing [202(2)]	Units	When recipient takes title to the unit
(4) Construction of Rental Housing [202(2)]	Units	All work completed and unit passed final inspection
(5) Rehabilitation of Rental Housing [202(2)]	Units	All work completed and unit passed final inspection

## HANDOUT FOR ITEM - IX.I.

(6) Acquisition of Land for Rental Housing Development [202(2)]	Acres	When recipient takes title to the land
(7) Development of Emergency Shelters [202(2)]	Households	Number of households served at any one time, based on capacity of the shelter
(8) Conversion of Other Structures to Affordable Housing [202(2)]	Units	All work completed and unit passed final inspection
(9) Other Rental Housing Development [202(2)]	Units	All work completed and unit passed final inspection
(10) Acquisition of Land for Homebuyer Unit Development [202(2)]	Acres	When recipient takes title to the land
(11) New Construction of Homebuyer Units [202(2)]	Units	All work completed and unit passed final inspection
(12) Acquisition of Homebuyer Units [202(2)]	Units	When recipient takes title to the unit
(13) Down Payment/Closing Cost Assistance [202(2)]	Units	When binding commitment signed
(14) Lending Subsidies for Homebuyers (Loan) [202(2)]	Units	When binding commitment signed
(15) Other Homebuyer Assistance Activities [202(2)]	Units	When binding commitment signed
(16) Rehabilitation Assistance to Existing Homeowners [202(2)]	Units	All work completed and unit passed final inspection
(17) Tenant Based Rental Assistance [202(3)]	Households	Count each household once per year
(18) Other Housing Service [202(3)]	Households	Count each household once per year
(19) Housing Management Services [202(4)]	Households	Count each household once per year
(20) Operation and Maintenance of NAHASDA-Assisted Units [202(4)]	Units	Number of units in inventory at PYE
(21) Crime Prevention and Safety [202(5)]	Dollars	Dollars spent (report in Uses of Funding Table only)
(22) Model Activities [202(6)]	Dollars	Dollars spent (report in Uses of Funding Table only)
(23) Self-Determination Program [231-235]		
Acquisition	Units	When recipient takes title to the unit
Construction	Units	All work completed and unit passed final inspection
Rehabilitation	Units	All work completed and unit passed final inspection
Infrastructure	Dollars	Dollars spent (report in Uses of Funding Table only)
(24) Infrastructure to Support Housing [202(2)]	Dollars	Dollars spent (report in Uses of Funding Table only)
(25) Reserve Accounts [202(9)]	N/A	N/A

# HANDOUT FOR ITEM - IX.I.

## APR: REPORTING ON PROGRAM YEAR PROGRESS (NAHASDA § 404(b))

Complete the shaded section of text below to describe your completed program tasks and actual results. Only report on activities completed during the 12-month program year. Financial data should be presented using the same basis of accounting as the Schedule of Expenditures of Federal Awards (SEFA) in the annual audit. For unit accomplishments, only count units when the unit was completed and occupied during the year. For households, only count the household if it received the assistance during the previous 12-month program year.

<b>1. Program Name and Unique Identifier:</b>	
<b>2. Program Description</b> <i>(This should be the description of the planned program.):</i>	
<b>3. Eligible Activity Number</b> (Select one activity from the Eligible Activity list. For any activity involving housing units as the output measure (excluding operations and maintenance), do not combine homeownership and rental housing in one activity, so that when housing units are reported in the APR they are correctly identified as homeownership or rental.):	
<b>4. Intended Outcome Number</b> (Select one outcome from the Outcome list. Each program can have only one outcome. If more than one outcome applies, create a separate program for each outcome.):	
<b>Describe Other Intended Outcome</b> (Only if you selected "Other" above.):	
<b>5. Actual Outcome Number</b> (In the APR identify the actual outcome from the Outcome list.):	
<b>Describe Other Actual Outcome</b> (Only if you selected "Other" in above):	
<b>6. Who Will Be Assisted</b> (Describe the types of households that will be assisted under the program. Please note: assistance made available to families whose incomes fall within 80 to 100 percent of the median must be included as a separate program within this section.):	
<b>7. Types and Level of Assistance</b> <i>(Describe the types and the level of assistance that will be provided to each household, as applicable.):</i>	
<b>8. APR:</b> <i>Describe the accomplishments for the APR in the 12-month program year.</i>	
<b>9. Planned and Actual Outputs for 12-Month Program Year</b>	

## HANDOUT FOR ITEM - IX.I.

Planned Number of <b>Units</b> to be Completed in Year Under this Program	Planned Number of <b>Households</b> To Be Served in Year Under this Program	Planned Number of <b>Acres</b> To Be Purchased in Year Under this Program
APR: Actual Number of <b>Units</b> Completed in Program Year	APR: Actual Number of <b>Households</b> Served in Program Year	APR: Actual Number of <b>Acres</b> Purchased in Program Year

**10. APR:** *If the program is behind schedule, explain why. (24 CFR § 1000.512(b)(2))*

## HANDOUT FOR ITEM - IX.I.

**(11) Amended Sources of Funding** (NAHASDA § 102(b)(2)(C)(i) and 404(b)) (Complete the **non-shaded** portions of the chart below to describe your estimated or anticipated sources of funding for the 12-month program year. **APR Actual Sources of Funding -- Please complete the shaded portions of the chart below to describe your actual funds received. Only report on funds actually received and under a grant agreement or other binding commitment during the 12-month program year.**)

SOURCE	IHP					APR					
	(A) Estimated amount on hand at beginning of program year	(B) Estimated amount to be received during 12-month program year	(C) Estimated total sources of funds (A+B)	(D) Estimated funds to be expended during 12-month program year	(E) Estimated unexpended funds remaining at end of program year (C-D)	(F) Actual amount on hand at beginning of program year	(G) Actual amount received during 12-month program year	(H) Actual total sources of funding (F+G)	(I) Actual funds expended during 12-month program year	(J) Actual unexpended funds remaining at end of 12-month program year (H - I)	(K) Actual unexpended funds obligated but not expended at end of 12-month program year
1. IHBG Funds			\$0		\$0			\$0		\$0	
2. IHBG Program Income			\$0		\$0			\$0		\$0	
3. Title VI			\$0		\$0			\$0		\$0	
4. Title VI Program Income			\$0		\$0			\$0		\$0	
5. 1937 Act Operating Reserves			\$0		\$0			\$0		\$0	
6. Carry Over 1937 Act Funds			\$0		\$0			\$0		\$0	
<b>LEVERAGED FUNDS</b>											
7. ICDBG Funds			\$0		\$0			\$0		\$0	
8. Other Federal Funds			\$0		\$0			\$0		\$0	
9. LIHTC			\$0		\$0			\$0		\$0	
10. Non-Federal Funds			\$0		\$0			\$0		\$0	
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TOTAL Columns C & H, 2 through 10	\$0	\$0
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**Notes:**

- a. For the IHP, fill in columns A, B, C, D, and E (non-shaded columns). **For the APR, fill in columns F, G, H, I, J, and K (shaded columns).**
- b. Total of Column D should match the total of Column N from the **Uses of Funding table below.**
- c. **Total of Column I should match the Total of Column Q from the Uses of Funding table below.**

**(12) Amended Uses of Funding (NAHASDA § 102(b)(2)(C)(ii))** (Note that the budget should not exceed the total funds on hand and insert as many rows as needed to include all the programs identified in Section 3. **Actual expenditures in the APR section are for the 12-month program year.**)

PROGRAM NAME	IHP			APR		
	(L) Prior and current year IHBG (only) funds to be expended in 12-month program year	(M) Total all other funds to be expended in 12-month program year	(N) Total funds to be expended in 12-month program year (L+M)	(O) Total IHBG (only) funds expended in 12-month program year	(P) Total all other funds expended in 12-month program year	(Q) Total funds expended in 12-month program year (O+P)
			\$0			\$0
Planning and Administration			\$0			\$0
Loan repayment			\$0			\$0
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$0	\$0

**Notes:**

- a. Total of Column L cannot exceed the IHBG funds from Column C, Row 1 from the Estimated Sources of Funding table in Line 2 above.
- b. Total of Column M cannot exceed the total from Column C, Rows 2-10 from the Estimated Sources of Funding table in Line 2 above.
- c. **Total of Column O cannot exceed total IHBG funds received in Column H, Row 1 from the Estimated Sources of Funding table in Line 2 above.**
- d. **Total of Column P cannot exceed total of Column H, Rows 2-10 of the Estimated Sources of Funding table in Line 2 above.**
- e. **Total of Column Q should equal total of Column I of the Estimated Sources of Funding table in Line 2 above.**

**(13) Estimated Sources or Uses of Funding (NAHASDA § 102(b)(2)(C)).** *(Provide any additional information about the estimated sources or uses of funding, including leverage (if any). You must provide the relevant information for any planned loan repayment listed in the Uses of Funding table on the previous page. This planned loan repayment can be associated with Title VI or with private or tribal funding that is used for an eligible activity described in an IHP that has been determined to be in compliance by HUD. The text must describe which specific loan is planned to be repaid and the NAHASDA-eligible activity and program associated with this loan):*

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**(14) APR (NAHASDA § 404(b))** *(Enter any additional information about the actual sources or uses of funding, including leverage (if any). You must provide the relevant information for any actual loan repayment listed in the Uses of Funding table on the previous page. The text must describe which loan was repaid and the NAHASDA-eligible activity and program associated with this loan.):*

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<b>(15) Recipient:</b>		
<b>(16) Authorized Official's Name</b>		
<b>(17) Authorized Official's Signature:</b>	I certify that all other sections of the IHP approved on	
	are accurate and reflect the activities planned.	
<b>(18) Date (MM/DD/YYYY):</b>		

**Business Committee Meeting**  
8:30 a.m. Wednesday, June 28, 2017  
Thank you for printing clearly

William [unclear]  
Maddie [unclear]  
Milly [unclear]  
Kimi [unclear]  
Brad G [unclear]  
Debbie Dayforth  
Mrs Martin  
C. Buenvostro  
Mag Fermanich  
Danelle White  
Mikya Ann Kruce Kebers  
Bonnie P. Giman  
Geraldine Danforth  
Lisa Liggins  
Gabrielle Barbarena  
Susan White  
Jennifer Jordan  
Rebecca Schom  
Kaylyn Crowe  
Pat Pelky  
C. J. Metofen

Sally [unclear]  
Michelle Hill  
TROY D. PARK  
Sally Dory  
F. L. CULLEN  
Lara Wilton  
Dele P. Wheelock OHA  
Connie Dostater  
TOSHA [unclear] C. DELCADO  
Margaret Ellis  
Mike Trage  
Pamela Medina  
Dorothy Corrette  
Krystal John

**Business Committee Meeting reconvened from June 28 2017**

10:00 a.m. Monday, July 3, 2017

**Thank you for printing clearly**

*Brad Ginsbury*

*Bill Ginsbury*

*Heather Hever*

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