

Oneida Business Committee



Executive Session
8:30 AM Tuesday, June 24, 2025
BC Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting
8:30 AM Wednesday, June 25, 2025
BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

Meeting agenda is available here: oneida-nsn.gov/government/business-committee/agendas-packets/. Materials for the "General Tribal Council" section of the agenda, if any, are available to enrolled members of the Oneida Nation; to obtain a copy, visit the Government Administrative Office, 1st floor, Norbert Hill Center and present a valid Tribal I.D. or go to <https://goo.gl/uLp2jE>. Scheduled times are subject to change.

I. CALL TO ORDER

II. OPENING

- A. Special recognition of retirement - Jacqueline Smith**
Sponsor: Mark W. Powless, General Manager
- B. Special recognition - Lifetime Achievement - Edward Joseph Delgado (11:00 a.m.)**
Sponsor: Jennifer Webster, Councilwoman
- C. Special recognition - Lifetime Achievement - Franklin L. Cornelius (11:00 a.m.)**
Sponsor: Jennifer Webster, Councilwoman

III. ADOPT THE AGENDA

IV. OATH OF OFFICE

- A. Pardon and Forgiveness Screening Committee - Lori Elm**
Sponsor: Lisa Liggins, Secretary

V. MINUTES

- A. Approve the June 11, 2025, regular Business Committee meeting minutes**
Sponsor: Lisa Liggins, Secretary

VI. RESOLUTIONS

- A. Adopt resolution entitled Comprehensive Carotid Ultrasound Phenotype: A Tool for Assessing Premature Vascular Aging**
Sponsor: Mark W. Powless, General Manager
- B. Adopt resolution entitled Adopt Emergency Amendments to the Election Law for the 2025 Special Election**
Sponsor: Jameson Wilson, Councilman
- C. Adopt resolution entitled Amendments to the Landlord Tenant Law**
Sponsor: Jameson Wilson, Councilman

VII. APPOINTMENTS

- A. Determine next steps regarding three (3) vacancies - Southeastern Wisconsin Oneida Tribal Services Advisory Board**
Sponsor: Lisa Liggins, Secretary

VIII. STANDING COMMITTEES

- A. LEGISLATIVE OPERATING COMMITTEE**
 - 1. Accept the May 21, 2025, regular Legislative Operating Committee meeting minutes**
Sponsor: Jameson Wilson, Councilman

IX. TRAVEL REQUESTS

- A. Approve the travel request - Councilwoman Jennifer Webster - 2025 Women Are Sacred Conference - Milwaukee, WI - July 28-31, 2025**
Sponsor: Jennifer Webster, Councilwoman
- B. Approve the travel request - Councilman Jameson Wilson - Midwest Alliance of Sovereign Tribes (MAST) Summer Meeting - Welch, MN - July 21-23, 2025**
Sponsor: Jameson Wilson, Councilman
- C. Approve the travel request in accordance with § 219.16-1. Oneida Nation Commission on Aging – for nine (9) members to attend the 2025 NICOA American Indian Elder Conference in Durant, OK - September 28 - October 4, 2025**
Sponsor: Winnifred Thomas, Chair/Oneida Nation Commission on Aging
- D. Enter the e-poll results into the record regarding the approved travel request for Councilman Jonas Hill to attend the WHEDA, WEDC AND PSC in Bad River, WI on June 9-11, 2025**
Sponsor: Lisa Liggins, Secretary

- E. **Enter the e-poll results into the record regarding the approved travel request for Councilman Kirby Metoxen to attend the Santa Fe Indian Market (SEIM) in Santa Fe, NM on August 13-18, 2025**
Sponsor: Lisa Liggins, Secretary

X. NEW BUSINESS

- A. **Approve an exception to BC Resolution # 04-08-20-K Appointing Oneida ESC Group LLC as Nation's General Contractor for Construction Projects for CIP # 16-011 - Recreation Complex**
Sponsor: Mark W. Powless, General Manager
- B. **Review the Ultimate Texas Hold'em Rules of Play and determine next steps**
Sponsor: Mark A. Powless Sr. Chair/Oneida Gaming Commission
- C. **Research Request: Tracey Williams - Learning to Speak the World Again: The Haudenosaunee Creation Story as a Guide to Oneida Language Revitalization**
Sponsor: Jo Anne House, Chief Counsel
- D. **Defer the Financial Contingency Plan to the July 23, 2025, regular Business Committee meeting**
Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer

XI. GENERAL TRIBAL COUNCIL

- A. **Determine next steps for GTC Directive - Medicare Part B Petition: Survey tribal members**
Sponsor: Lisa Liggins, Secretary
- B. **Accept legal opinion regarding Benton Petitions - Single Subject Requirement - Impact of Resolution # GTC-01-21-19-A**
Sponsor: Jo Anne House, Chief Counsel
- C. **PETITIONER BENTON - Personnel Policies & Procedures amendments - # 2025-01**
1. **Determine next steps - petition # 2025-01**
Sponsor: Lisa Liggins, Secretary
 2. **Accept the statement of effect regarding petition # 2025-01**
Sponsor: Jameson Wilson, Councilman
 3. **Accept the legal review regarding petition # 2025-01**
Sponsor: Jo Anne House, Chief Counsel
 4. **Accept the fiscal impact statement regarding petition # 2025-01**
Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer

D. PETITIONER BENTON - Amendments to Trial Court Rules - # 2025-02

1. **Determine next steps - petition # 2025-02**
Sponsor: Lisa Liggins, Secretary
2. **Accept the statement of effect regarding petition # 2025-02**
Sponsor: Jameson Wilson, Councilman
3. **Accept the legal review regarding petition # 2025-02**
Sponsor: Jo Anne House, Chief Counsel
4. **Accept the fiscal impact statement regarding petition # 2025-02**
Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer

XII. EXECUTIVE SESSION**A. REPORTS**

1. **Accept the Intergovernmental Affairs and Self-Governance June report (8:30 a.m.)**
Sponsor: Melinda J. Danforth, Intergovernmental Affairs Director
2. **Accept the General Manager report (9:30 a.m.)**
Sponsor: Mark W. Powless, General Manager
3. **Accept the Treasurer's May 2025 report (11:30 a.m.)**
Sponsor: Lawrence Barton, Treasurer
4. **Accept the Chief Financial Officer June report**
Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer
5. **Accept the Chief Counsel report**
Sponsor: Jo Anne House, Chief Counsel

B. AUDIT COMMITTEE

1. **Accept the May 20, 2025, regular Audit Committee meeting minutes**
Sponsor: Lisa Liggins, Secretary
2. **Accept the Card Games & Poker Rules of Play compliance audit and lift the confidentiality requirement**
Sponsor: Lisa Liggins, Secretary
3. **Accept the Surveillance Report compliance audit and lift the confidentiality requirement**
Sponsor: Lisa Liggins, Secretary

C. NEW BUSINESS

1. **Deliberations regarding pardon application - Amy Jean Schoen**
Sponsor: Eric Boulanger - Chair/Pardon and Forgiveness Screening Committee
2. **Deliberations regarding pardon application - Robert James Webster Jr.**
Sponsor: Eric Boulanger - Chair/Pardon and Forgiveness Screening Committee
3. **Review applications for three (3) vacancies - Southeastern Wisconsin Oneida Tribal Services Advisory Board**
Sponsor: Lisa Liggins, Secretary
4. **Accept the update regarding the Cannabis Business Consultation request for proposals**
Sponsor: Justin Nishimoto, Economic Strategy Coordinator
5. **Enter the e-poll results into the record regarding the approved amended attorney contracts for the Legislative Reference Office - file # 2022-0375 and file # 2022-0376**
Sponsor: Lisa Liggins, Secretary

XIII. ADJOURN

Posted on the Oneida Nation's official website, www.oneida-nsn.gov pursuant to the Open Records and Open Meetings law (§ 107.14.)

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

For information about this meeting, please call the Government Administrative Office at (920) 869-4364 or (800) 236-2214

Special recognition of retirement - Jacqueline Smith

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. Session:

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

☒ Accept as information; OR

Enter the requested motion related to this item.

4. Areas potentially impacted or affected by this request:

☐ Finance

☒ Programs/Services

☐ Law Office

☐ MIS

☐ Gaming/Retail

☐ Boards, Committees, or Commissions

☐ Other: *Describe*

5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

- | | | |
|---|--|--|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input checked="" type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

7. Budget Information:

- | | |
|---|--|
| <input type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Other: <i>Describe</i> | |

8. Submission:

Mark W. Powless

Digitally signed by Mark W. Powless
Date: 2025.06.18 10:10:50 -05'00'Authorized Sponsor: Mark W. Powless, General ManagerPrimary Requestor: (Name, Title/Entity)

CEO – Nation Services
909 Packerland Dr.
Green Bay, WI 54303
920-496-7000



To: Oneida Business Committee

From: Mark W. Powless, CEO – Nation Services

Date: June 17, 2025

Re: Jackie Smith Recognition

Jackie Smith first joined the Nation as an employee in 1986 as a Bingo employee. After a brief hiatus she later rejoined the Nation in 1991 and has contributed 35 years to the Oneida community in various roles and departments. Her last day will be Friday, June 27, 2025.

1991 was the end of the Cold War with the Soviet Union, Terminator 2: Judgement Day was released in theaters, and MC Hammer popularized the dance called the Hammer. The minimum wage was \$4.25 and a loaf of bread cost \$.70. The number 1 song in the U.S. was "(Everything I Do) I Do It for You" by Bryan Adams. And, in a way, that song would capture her commitment to the Oneida Nation for the entirety of her career.

Jackie has been employed by the Oneida Nation for 35 years and currently holds the position of Education & Training Area Manager.

Her leadership extends to external agencies where she sits on the board of directors for Achieve Brown County and FCR-NEW.

During her employment at Oneida Casino, she was instrumental in implementing the Exercise at Work policy at Gaming and throughout the Nation. This effort recognized the importance of physical activity on our overall wellbeing.

Knowing the importance of investing in our employees, she secured funding from several internal sources and external grants to support leadership development for her staff and training opportunities for all employees in the area. She was awarded the WI Tech College Workforce Advancement Training (WAT) grant in 2023.

She has over 17 years of senior management experience and obtained several certifications related to performance including the Association for Talent Development Certification for Talent Development Practitioners (CPTD).

Jackie has operated her own consulting business for several years as a meeting facilitator.

When thinking about legacy her most recent efforts to improve reading comprehension for Oneida youth are addressed in the Oneida Reads initiative. The initiative looks to improve

outcomes for our community across several school districts, utilizing a multitude of internal and external partners. This strategic approach will surely result in strengthening our Oneida families.

As a leader, Jackie has exhibited both strength and compassion with a focus on improving the wellbeing of our Oneida families. Her dedication to people will be missed but her retirement is well earned and we wish her the best for her next chapter.

Special recognition - Lifetime Achievement - Edward Joseph Delgado

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. Session:

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: Lifetime Achievement Honor Edward Delgado

3. Requested Motion:

☒ Accept as information; OR

Lifetime Achievement Honor Edward Delgado

4. Areas potentially impacted or affected by this request:

☐ Finance

☐ Programs/Services

☐ Law Office

☐ DTS

☐ Gaming/Retail

☐ Boards, Committees, or Commissions

☒ Other: Oneida Business Committee

5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

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|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
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| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input checked="" type="checkbox"/> Other: Lifetime Achievement Bio Edward Delgado | | |

7. Budget Information:

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| <input type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input type="checkbox"/> Not Applicable |
| <input checked="" type="checkbox"/> Other: Special Projects | |

8. Submission:

Authorized Sponsor: Jennifer Webster, Councilwoman

Primary Requestor: (Name, Title/Entity)



*You are humbly invited to join us as we
celebrate a*

Lifetime Achievement Award

For Edward Delgado

*Wednesday, June 25, 2025, at the Norbert
Hill Center (N7210 Seminary Rd)*

Oneida 54155

11:00 a.m.

*We would like to acknowledge your leadership and service to
the Oneida Nation and the Oneida community.*

Light luncheon to be served at the

“Holy Apostle Parish Hall”

building following the award presentation.

2937 Freedom Rd. - Oneida

Edward Delgado

Edward Delgado was born in Chicago on July 12, 1946, the son of Rosalie Smith LaMere. Ed has three daughters, Raeanna, Cheyenne and Kah^htit. Ed Delgado was elected as Chairman in 2011 and served as councilman on the Oneida Business Committee the prior two terms before being elected Chair.

Education was a priority for Chairman Delgado in his personal vision as well as for the Oneida Nation. Delgado has a Bachelor of Arts Degree in Education and a Master of Arts Degree in Political Science and Public Policy.

Delgado was a proud Vietnam Era Veteran. As a Chairman, Delgado believed that Oneidas deserve to be treated fairly and respectfully when accessing health care, employment opportunities, educational and elder benefits, housing, and other services that the Tribe offers Tribal members. Delgado has declared a strong admiration for Oneida veterans and the sacrifices they made for their country and for their people.

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # Leave this line blank

Recognizing Edward Joseph Delgado for Lifetime Achievements and Contributions to the Oneida Nation

- 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,** members of the Oneida Nation have given their time, hopes, and energies to the Nation and community; and
- WHEREAS,** those actions have provided guidance in developing the Nation to meet future goals, provide opportunities for members, and to create programs, services and benefits for members; and
- WHEREAS,** members have stepped forward to make these decisions on behalf of all of us embracing and demonstrating Tsi? Niyukwalihó•ta (our ways); and
- WHEREAS,** the Oneida Business Committee has identified that recognizing these actions, such as has been in the past for
- Indigenous Peoples Day, resolution # BC-09-26-12-F;
 - Proclamation of Oneida Nation Code Talkers Day, resolution # BC-12-11-13-A;
 - Recognition of Dr. Clifford Abbott, resolution # BC-08-12-15-A
 - Proclamation of Appreciation *Susan White*, resolution # BC-04-25-18-A;
 - Proclamation Naming June 19 as Norbert S. Hill, Sr. Remembrance Day, resolution # BC-03-27-19-B;
 - Proclamation of Appreciation *Charles Frederick Whitney "Chaz" Wheelock*, resolution # BC-12-09-20-B;
 - Obligation for Oneida National Treasures Recognition utilizing Tribal Contribution Savings, resolution # BC-07-13-22-N;
 - Recognition of members serving on the Oneida Business Committee, who, as part of an elected body, made decisions on the behalf of the Oneida Nation affecting the current and future direction of the Nation; and
- WHEREAS,** Edward Delgado has served on many different entities of the Nation before being elected to the Oneida Business Committee, a review of the Oneida Business Committee minutes identifies that he was on the Land Commission as early as August 1991, appointed to the Constitutional Review Committee in October 1995, appointed to the Personnel Commission, was on the Oneida Tribal School Board in 2000, and was elected to the Oneida Appeals Commission in 2004; and

BC Resolution # _____

Recognizing Edward Joseph Delgado for Lifetime Achievements and Contributions to the Oneida
Nation
Page 2 of 2

44
45 **WHEREAS,** Edward Delgado served on the Oneida Business Committee as a Council Member for the
46 2005 to 2008 term and the 2008 to 2011 term; and
47
48 **WHEREAS,** Edward Delgado was then elected Chairman of the Oneida Business Committee for the
49 2011 to 2014 term; and
50
51
52 **NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee recognizes Edward J. Delgado
53 for his lifetime of giving his time and skills to the Oneida Nation and the community raising us all in the
54 process.

Special recognition - Lifetime Achievement - Franklin L. Cornelius

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. Session:

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: Lifetime Achievement Honor "Franklin L Cornelius"

3. Requested Motion:

☒ Accept as information; OR

Lifetime Achievement Honor "Franklin L. Cornelius"

4. Areas potentially impacted or affected by this request:

☐ Finance

☐ Programs/Services

☐ Law Office

☐ DTS

☐ Gaming/Retail

☐ Boards, Committees, or Commissions

☒ Other: Oneida Business Committee

5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

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| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
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| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input checked="" type="checkbox"/> Other: Lifetime Achievement Bio Franklin L. Cornelius | | |

7. Budget Information:

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|---|--|
| <input type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input type="checkbox"/> Not Applicable |
| <input checked="" type="checkbox"/> Other: Special Projects | |

8. Submission:

Authorized Sponsor: Jennifer Webster, Councilwoman

Primary Requestor: (Name, Title/Entity)



*You are humbly invited to join us as we
celebrate a*

Lifetime Achievement Award

For “Franklin L. Cornelius”

*Wednesday, June 25, 2025, at the Norbert Hill
Center (N7210 Seminary Rd) Oneida 54155*

11:00 a.m.

*We would like to acknowledge your leadership and service to
the Oneida Nation and the Oneida community.*

Light luncheon to be served at the

“Holy Apostle Parish Hall”

Building following the award presentation.

2937 Freedom Rd. - Oneida

Please invite family & friends as well

RSVP. # to David Jordan, 920-869-4483 Jennifer Webster 920-869-4457
jwebste1@oneidanation

LIFETIME ACHIEVEMENT AWARD

Frank Cornelius – Oneida Council Member 1981-1982

Frank Cornelius was born on March 15, 1933 and is one of 12 children of the late Anderson and Lillian Cornelius. He grew up in Oneida and attended East High School and was the commencement speaker for his graduation.

Frank's father Anderson built the log cabin which was the first house he and his family lived in. His siblings included Ellie Mae, Delores, Harrison, Lincoln Wesley, Leonard, Clarence,

Cornelius enlisted in the United States Marine Corps just out of high school in 1952 and oversaw an 80-man platoon as First Lieutenant in Korea prior to being commissioned again in 1962. He also served as a drill instructor (DI), or drill sergeant during his 22-year tenure. Cornelius was one of a handful of people who served as DI on both coasts both in San Diego, California and again at Parris Island, South Carolina. After the Marine Corp, he was recognized by several US Presidents for his outstanding achievements.

Cornelius has previously worked at 3M, Crown Plaza and the Bureau of Indian Affairs (BIA). He eventually settled on being an electrician for the United States Postal Service.

Upon returning to the Oneida Reservation, he bought purchased what was then, Van Gheems Grocery Store. The store had not only groceries but also a gas station, bakery shop and a laundromat. With all of this going on he had rental homes in Oneida and Oconto, WI. He also had property in Memphis, TN and Yuma, AZ. Cornelius has always been very entrepreneurial and opened a Marine Corps Museum in 2014.

Frank had 3 children with his wife Lena before her passing. Franklin L. Cornelius who is CFO for the Mole Lake Casino, Barbie Moorhouse who recently retired as a Customs & Border Protection Pilot and Heather Ohuafi, who is Marketing Director for the Oneida Casino Hotel.

Frank is now married to Nancy who has assisted Frank in the creation of the museum.

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # Leave this line blank

Recognizing Franklin L. Cornelius for Lifetime Achievements and Contributions to the Oneida Nation

- 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,** members of the Oneida Nation have given their time, hopes, and energies to the Nation and community; and
- WHEREAS,** those actions have provided guidance in developing the Nation to meet future goals, provide opportunities for members, and to create programs, services and benefits for members; and
- WHEREAS,** members have stepped forward to make these decisions on behalf of all of us embracing and demonstrating Tsi[?] Niyukwalihó•ta (our ways); and
- WHEREAS,** the Oneida Business Committee has identified that recognizing these actions, such as has been in the past for
- Indigenous Peoples Day, resolution # BC-09-26-12-F;
 - Proclamation of Oneida Nation Code Talkers Day, resolution # BC-12-11-13-A;
 - Recognition of Dr. Clifford Abbott, resolution # BC-08-12-15-A
 - Proclamation of Appreciation *Susan White*, resolution # BC-04-25-18-A;
 - Proclamation Naming June 19 as Norbert S. Hill, Sr. Remembrance Day, resolution # BC-03-27-19-B;
 - Proclamation of Appreciation *Charles Frederick Whitney "Chaz" Wheelock*, resolution # BC-12-09-20-B;
 - Obligation for Oneida National Treasures Recognition utilizing Tribal Contribution Savings, resolution # BC-07-13-22-N;
 - Recognition of members serving on the Oneida Business Committee, who, as part of an elected body, made decisions on the behalf of the Oneida Nation affecting the current and future direction of the Nation; and
- WHEREAS,** Franklin L. Cornelius was elected to fill the vacant Council Member position of Amelia Cornelius on the 1981 to 1984 Oneida Business Committee; and

BC Resolution # _____

**Recognizing Franklin L. Cornelius for Lifetime Achievements and Contributions to the Oneida
Nation**

Page 2 of 2

41 **WHEREAS,** Franklin L. Cornelius was sworn in on December 4, 1981 for a term which ended on
42 October 2, 1982, where he served as liaison to the Education Committee and addressed
43 such issues facing the Nation as housing, federal 638 contracting, and the beginning of
44 computer resources used by Accounting; and
45

46 **NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee recognizes Franklin L. Cornelius
47 for his lifetime of giving his time and skills to the Oneida Nation and the community raising us all in the
48 process.

Pardon and Forgiveness Screening Committee - Lori Elm

Business Committee Agenda Request**1. Meeting Date Requested:** 06/25/25**2. General Information:**Session: ☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: DRAFT materials/discussion

3. Supporting Documents:

- | | | |
|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:


- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:Authorized Sponsor: Lisa Liggins, SecretaryPrimary Requestor: Amber Martinez, Recording ClerkAdditional Requestor: (Name, Title/Entity)Additional Requestor: (Name, Title/Entity)Submitted By: AMARTIN3



Memorandum

TO: Oneida Business Committee

FROM: Brooke Doxtator, BCC Supervisor 

DATE: June 16, 2025

RE: Oath of Office – Pardon and Forgiveness Screening Committee

Background

On June 11, 2025, the Oneida Business Committee appointed Lori Elm to the Pardon and Forgiveness Screening Committee.

Approve the June 11, 2025, regular Business Committee meeting minutes

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. General Information:

Session: ☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: DRAFT materials/discussion

3. Supporting Documents:

- | | | |
|---|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
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| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:

- | | | |
|---|--|--|
| <input type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input checked="" type="checkbox"/> Unbudgeted |
| <input type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BDOXTAT1

DRAFT**Oneida Business Committee**

Executive Session
8:30 AM Tuesday, June 10, 2025
BC Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting
8:30 AM Wednesday, June 11, 2025
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes**EXECUTIVE SESSION**

Present: Vice-Chairman Brandon Yellowbird-Stevens, Treasurer Lawrence Barton, Council members: Jonas Hill, Kirby Metoxen, Marlon Skenandore,

Not Present: Chairman Tehassi Hill, Secretary Lisa Liggins, Council members: Jennifer Webster, Jameson Wilson;

Arrived at: n/a

Others present: Jo A. House, Ralinda Ninham-Lamberies, Mark W. Powless (via Microsoft Teams¹), Danelle Wilson (via Microsoft Teams)²;

REGULAR MEETING

Present: Vice-Chairman Brandon Yellowbird-Stevens, Treasurer Lawrence Barton, Secretary Lisa Liggins, Council members: Jonas Hill, Kirby Metoxen, Marlon Skenandore,

Not Present: Chairman Tehassi Hill, Council members: Jennifer Webster, Jameson Wilson;

Arrived at: n/a

Others present: Jo A. House, RaLinda Ninham-Lamberies, Mark W. Powless, Laura Laitinen-Warren (via Microsoft Teams), Loucinda Conway (via Microsoft Teams), Kaylynn Gresham (via Microsoft Teams), Danelle Wilson (via Microsoft Teams), Rhiannon Metoxen (via Microsoft Teams), Janice Deborah (via Microsoft Teams), Fawn Billie (via Microsoft Teams), Fawn Cottrell (via Microsoft Teams), Kristal Hill (via Microsoft Teams), David Jordan (via Microsoft Teams), Clorissa Leeman (via Microsoft Teams), Melissa Alvarado (via Microsoft Teams), Ashley Blaker (via Microsoft Teams), Tavia James-Charles (via Microsoft Teams), Grace Elliot (via Microsoft Teams), Carolyn Salutz (via Microsoft Teams), Mary Graves (via Microsoft Teams), Michelle Danforth-Anderson (via Microsoft Teams), Debbie Melchert (via Microsoft Teams), Brooke Doxtator (via Microsoft Teams), Shannon Davis (via Microsoft Teams), Amber Martinez (via Microsoft Teams), Melanie Burkhart (via Microsoft Teams), Connor Kestell (via Microsoft Teams), Leslie Doxtater (via Microsoft Teams), Linda Langen (via Microsoft Teams), Ramona Salinas (via Microsoft Teams), David Webster, Mia Channon, Mark Powless, Garth Webster, Peter Skenandore, Alicia Elm, Dan Skenandore, Nancy Barton, Richard Summers III, Cathy Metoxen, Bonnie Pigman (via Microsoft Teams);

I. CALL TO ORDER

Meeting called to order by Vice-Chairman Brandon Yellowbird-Stevens at 8:32 a.m.

For the record: Chairman Tehassi Hill and Councilman Jameson Wilson are out on approved travel attending the 2025 NCAI Mid-Year Convention in Mashantucket, CT on June 8-11, 2025; Councilwoman Jennifer Webster is on vacation.

¹ Microsoft Teams is software which provides a communication and collaboration platform for workplace chat, file sharing, and video meetings.

² Attendance report from Microsoft Teams was not available, some attendees using that platform may not be listed.

DRAFT

II. OPENING (00:00:06)

Opening provided by Councilman Kirby Metoxen.

A. Special recognition of retirement - Isabell J. Parker

Sponsor: Jennifer Webster, Councilwoman

III. ADOPT THE AGENDA (00:10:13)

Motion by Lisa Liggins to adopt the agenda with one (1) change [1] add new section Resolutions, add item entitled Adopt resolution entitled Proclamation Recognizing the Month of June as Pride Month and Encouraging Educational, Celebratory, and Supportive Community Activities that Uplift and Affirm LGBTQI+ Identities], seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

IV. OATH OF OFFICE (00:12:01)

Oaths of office administered by Secretary Lisa Liggins. Dan Skenandore, Peter Skenandore, David Webster and Alicia Elm were present. Linda Langen and Ramona Salinas were present via Microsoft Teams.

A. Oneida Election Board Ad Hoc Committee - Dan Skenandore

Sponsor: Lisa Liggins, Secretary

B. Oneida Nation Arts Board - Peter Skenandore

Sponsor: Lisa Liggins, Secretary

C. Oneida Election Board Alternate - Linda Langen and Ramona Salinas

Sponsor: Lisa Liggins, Secretary

D. Onlayote?a·ká ni? i Standing Committee - David Webster

Sponsor: Lisa Liggins, Secretary

E. Southeastern Wisconsin Oneida Tribal Services Advisory Board - Alicia Elm

Sponsor: Lisa Liggins, Secretary

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V. MINUTES

A. Approve the May 28, 2025, regular Business Committee meeting minutes (00:20:54)

Sponsor: Lisa Liggins, Secretary

Motion by Lawrence Barton to approve the May 28, 2025, regular Business Committee meeting minutes, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

VI. RESOLUTIONS

A. Adopt resolution entitled Proclamation Recognizing the Month of June as Pride Month and Encouraging Education, Celebratory, and Supportive Community Activities that Uplift and Affirm LGBTQI+ Identities (00:21:18)

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to adopt resolution # 06-11-25-A Proclamation Recognizing the Month of June as Pride Month and Encouraging Education, Celebratory, and Supportive Community Activities that Uplift and Affirm LGBTQI+ Identities, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

VII. APPOINTMENTS

A. Post one (1) vacancy - Oneida Nation School Board (00:29:55)

Sponsor: Lisa Liggins, Secretary

Motion by Lawrence Barton to post one (1) vacancy - Oneida Nation School Board, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

B. Determine next steps regarding one (1) vacancy - Pardon and Forgiveness Screening Committee (00:30:48)

Sponsor: Lisa Liggins, Secretary

Motion by Marlon Skenandore to accept the selected applicant, to appoint Lori Elm to the Pardon and Forgiveness Screening Committee with a term ending August 31, 2026, seconded by Kirby Metoxen. Motion carried:

Ayes: Lawrence Barton, Kirby Metoxen, Marlon Skenandore

Abstained: Jonas Hill, Lisa Liggins

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

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VIII. STANDING COMMITTEES

A. FINANCE COMMITTEE

1. Accept the May 15, 2025, regular Finance Committee meeting minutes (00:31:35)

Sponsor: Lawrence Barton, Treasurer

Motion by Lisa Liggins to accept the May 15, 2025, regular Finance Committee meeting minutes, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

2. Accept the May 29, 2025, regular Finance Committee meeting minutes (00:31:54)

Sponsor: Lawrence Barton, Treasurer

Motion by Jonas Hill to accept the May 29, 2025, regular Finance Committee meeting minutes, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

IX. TRAVEL REPORTS

A. Accept the travel report - Councilman Jameson Wilson - 2025 Self Governance Conference - Chandler, AZ - April 5-11, 2025 (00:32:12)

Sponsor: Jameson Wilson, Councilman

Motion by Jonas Hill to accept the travel report from Councilman Jameson Wilson for the 2025 Self Governance Conference in Chandler, AZ - April 5-11, 2025, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

B. Accept the travel report - Councilman Jameson Wilson - Region 5 Tribal Operations Committee Meeting - Chicago, IL - April 29-30, 2025 (00:33:36)

Sponsor: Jameson Wilson, Councilman

Motion by Jonas Hill to accept the travel report from Councilman Jameson Wilson for the Region 5 Tribal Operations Committee Meeting in Chicago, IL - April 29-30, 2025, seconded by Marlon Skenandore. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

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X. TRAVEL REQUESTS

A. Approve the travel request - Secretary Lisa Liggins - 26th Annual TribalNet Conference & Tradeshow - Reno, NV - September 14-19, 2025 (00:32:58)

Sponsor: Lisa Liggins, Secretary

Motion by Lawrence Barton to approve the travel request for Secretary Lisa Liggins to attend the 26th Annual TribalNet Conference & Tradeshow in Reno, NV - September 14-19, 2025, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

XI. NEW BUSINESS

A. Accept the status update report regarding veteran gravestones (00:33:18)

Sponsor: Mark W. Powless, General Manager

Motion by Jonas Hill to extend the public comment period for Nancy Barton for an additional two (2) minutes, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

Motion by Lisa Liggins to accept the status update report regarding veteran gravestones and direct the General Manager to bring back a status update no later than the December 10, 2025, regular Business Committee meeting, seconded by Kirby Metoxen. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

XII. GENERAL TRIBAL COUNCIL

A. PETITIONER BENTON - Personnel Policies & Procedures Amendments - petition # 2025-01 (01:00:36)

1. Accept the statement of effect status update regarding petition # 2025-01

Sponsor: Jameson Wilson, Councilman

Motion by Lisa Liggins to accept the statement of effect status update regarding petition # 2025-01, to accept the legal review status update regarding petition # 2025-01, and to accept the fiscal impact statement status update regarding petition # 2025-01, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

DRAFT**2. Accept the legal review status update regarding petition # 2025-01**

Sponsor: Jo Anne House, Chief Counsel

Motion by Lisa Liggins to accept the statement of effect status update regarding petition # 2025-01, to accept the legal review status update regarding petition # 2025-01, and to accept the fiscal impact statement status update regarding petition # 2025-01, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

3. Accept the fiscal impact statement status update regarding petition # 2025-01

Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer

Motion by Lisa Liggins to accept the statement of effect status update regarding petition # 2025-01, to accept the legal review status update regarding petition # 2025-01, and to accept the fiscal impact statement status update regarding petition # 2025-01, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

B. PETITIONER BENTON - Amendments to Trial Court Rules - petition # 2025-02 (01:02:13)**1. Accept the statement of effect status update regarding petition # 2025-02**

Sponsor: Jameson Wilson, Councilman

Motion by Lisa Liggins to accept the statement of effect status update regarding petition # 2025-02, to accept the legal review status update regarding petition # 2025-02, and to accept the fiscal impact statement status update regarding petition # 2025-02, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

2. Accept the legal review status update regarding petition # 2025-02

Sponsor: Jo Anne House, Chief Counsel

Motion by Lisa Liggins to accept the statement of effect status update regarding petition # 2025-02, to accept the legal review status update regarding petition # 2025-02, and to accept the fiscal impact statement status update regarding petition # 2025-02, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

3. Accept the fiscal impact statement status update regarding petition # 2025-02

Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer

Motion by Lisa Liggins to accept the statement of effect status update regarding petition # 2025-02, to accept the legal review status update regarding petition # 2025-02, and to accept the fiscal impact statement status update regarding petition # 2025-02, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore

Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

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- C. Accept the draft March 16, 2025, annual General Tribal Council meeting minutes and approve the associated correspondence (01:02:51)**
Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to accept the draft March 16, 2025, annual General Tribal Council meeting minutes and approve the associated correspondence, seconded by Marlon Skenandore. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore
Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

- D. Accept the draft June 1, 2025, special General Tribal Council meeting minutes and approve the associated correspondence (01:20:12)**
Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to accept the draft June 1, 2025, special General Tribal Council meeting minutes, to approve the associated correspondence, to direct the Secretary to send correspondence to the General Manager regarding General Tribal Council directive referendum item # 2, Cultural Related Re-Entering Program, and to send General Tribal Council directive referendum item # 1, Constitutional Reform, to the July 3, 2025, Business Committee Work Session, seconded by Kirby Metoxen. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore
Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

- E. Approve the notice, updated materials, and annual reports for the July 20, 2025, tentatively scheduled semi-annual General Tribal Council meeting (01:30:50)**
Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to approve the notice, updated materials, and annual reports for the July 20, 2025, tentatively scheduled semi-annual General Tribal Council meeting, seconded by Kirby Metoxen. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore
Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

XIII. EXECUTIVE SESSION (01:36:31)

A. REPORTS

- 1. Accept the General Manager report (01:36:39)**
Sponsor: Mark W. Powless, General Manager

Motion by Marlon Skenandore to accept the General Manager report, seconded by Kirby Metoxen. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Kirby Metoxen, Marlon Skenandore
Abstained: Lisa Liggins
Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

DRAFT**2. Accept the Chief Counsel report (01:37:02)**

Sponsor: Jo Anne House, Chief Counsel

Motion by Marlon Skenandore to accept the Chief Counsel report, seconded by Kirby Metoxen. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Kirby Metoxen, Marlon Skenandore
 Abstained: Lisa Liggins
 Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

Motion by Kirby Metoxen to approve the co-existence agreement regarding trademarks and authorizing the Chairman and the Nation's Attorney to execute the agreement and attachments, seconded by Marlon Skenandore. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore
 Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

B. NEW BUSINESS**1. Review of the application for one (1) vacancy on the Pardon Forgiveness Screening Committee (01:38:15)**

Sponsor: Lisa Liggins, Secretary

Motion by Marlon Skenandore to accept the discussion regarding the application for the Pardon Forgiveness Screening Committee vacancy as information, seconded by Lawrence Barton. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Kirby Metoxen, Marlon Skenandore
 Abstained: Lisa Liggins
 Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

2. Approve a limited waiver of sovereign immunity - Culpepper and Associates, Inc. - file # 2025-0658 (01:38:39)

Sponsor: Laura Laitinen-Warren, Executive HR Director

Motion by Lisa Liggins to approve a limited waiver of sovereign immunity - Culpepper and Associates, Inc. - file # 2025-0658, seconded by Marlon Skenandore. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore
 Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

3. Accept the update on the Direct Report Restructure plan (01:38:56)

Sponsor: Tehassi Hill, Chairman

Motion by Jonas Hill to accept the update on the Direct Report Restructure plan, seconded by Marlon Skenandore. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore
 Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

DRAFT**4. Review draft Financial Contingency Plan for the Oneida Nation and determine next steps (01:39:14)**

Sponsor: RaLinda Ninham-Lamberies, Chief Financial Officer

Motion by Jonas Hill to accept the draft Financial Contingency Plan, move the draft plan to open session and direct the General Managers to review and provide comments to the Chief Financial Officer by Wednesday, June 18, 2025, by close of business, and for the Chief Financial Officer to develop the final document and resolution for presentation at the June 25, 2025, regular Oneida Business Committee meeting, seconded by Marlon Skenandore. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Kirby Metoxen, Marlon Skenandore
 Abstained: Lisa Liggins
 Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

5. Deliberations regarding pardon application - Lorenzo Samuel Guzman (01:40:23)

Sponsor: Eric Boulanger, Chair/Pardon and Forgiveness Screening Committee

Motion by Marlon Skenandore to accept the recommendation of the Pardon and Forgiveness Committee, to adopt resolution # 06-11-25-B Regarding Pardon of Lorenzo Guzman, and to move resolution to open session, seconded by Lisa Liggins. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore
 Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

6. Deliberations regarding forgiveness application - Michael Roy Hardin (01:40:50)

Sponsor: Eric Boulanger - Chair/Pardon and Forgiveness Screening Committee

Motion by Lawrence Barton to accept the recommendation of the Pardon and Forgiveness Committee, to adopt resolution # 06-11-25-C Regarding Forgiveness of Michael Roy Hardin; and to move resolution to open session, seconded by Jonas Hill. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore
 Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

XIV. ADJOURN (01:41:16)

Motion by Kirby Metoxen to adjourn at 10:13 a.m., seconded by Marlon Skenandore. Motion carried:

Ayes: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore
 Not Present: Tehassi Hill, Jennifer Webster, Jameson Wilson

Minutes prepared by Bonnie Pigman, Information Management Specialist.
 Minutes approved as presented on _____.

 Lisa Liggins, Secretary
 ONEIDA BUSINESS COMMITTEE

Adopt resolution entitled Comprehensive Carotid Ultrasound Phenotype: A Tool for Assessing Premature

Business Committee Agenda Request

1. Meeting Date Requested: 6/25/25

2. Session:

☒

Open

☐

Executive – must qualify under §107.4-1.

Justification: Choose or type justification

3. Requested Motion:

☒

Accept as information; OR

Request for Resolution - Research Request

4. Areas potentially impacted or affected by this request:

☐

Finance

☒

Programs/Services

☐

Law Office

☐

DTS

☐

Gaming/Retail

☐

Boards, Committees, or Commissions

☐

Other:

5. Additional attendees needed for this request:

Mark W. Powless, General Manager

Enter (Name, Title/Entity) OR Choose from List

Enter (Name, Title/Entity) OR Choose from List

Enter (Name, Title/Entity) OR Choose from List

6. Supporting Documents:

- | | | |
|---|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input checked="" type="checkbox"/> Other: Research Request | | |

7. Budget Information:

- | | |
|---|--|
| <input type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Other: | |

8. Submission:**Mark W. Powless**Digitally signed by Mark W. Powless
Date: 2025.06.13 10:07:07 -05'00'Authorized Sponsor: Jennifer Webster, CouncilwomanPrimary Requestor: Debra J. Danforth, RN, BSN, Division Director

Oneida Comprehensive Health Division
 Oneida Community Health Center
 Behavioral Health Services
 Anna John Resident Centered Care Community
 Employee Health Nursing



To: Oneida Business Committee

From: Debra Danforth BSN, RN
 Oneida Comprehensive Health Division Director

Date: April 15, 2025

Re: Recommendation for Research Request-“Comprehensive Carotid ultrasound phenotype: a tool for assessing premature vascular aging”

I have reviewed the Attached Resolution and information provided for the Research proposal entitled: “Comprehensive Carotid ultrasound phenotype: a tool for assessing premature vascular aging”. The proposal is a research project which will be submitted for potential funding through the UW-Madison Department of Medicine (DOM), Division of Cardiovascular Medicine, Section Informatics, Department of Neurology and the Oneida Comprehensive Health Division. This will be a one-year project with the possibility of renewal thereafter.

The project aims to develop a comprehensive carotid ultrasound phenotype (CCUP) score for the following age group of (55 years of age and older using hemodynamics, plaque (area and texture) features. The hypothesis is that individuals with less stiff (more compliant carotid arteries), higher contrast, lower homogeneity and favorable hemodynamics (based on age) and eat healthier (as ascertained from health history interviews) will have fewer Cardiovascular disease (CVD) risk factors and better cognitive scores.

The project plans to determine how health wellness coaching modifies carotid ultrasound phenotypes. The hypothesis is that health wellness coaching can modify carotid ultrasound phenotypes, with more coaching interaction, resulting in the emergence of a more favorable ultrasound arterial phenotype.

In addition, the proposal will be to use the developed comprehensive carotid ultrasound phenotype score to collect carotid ultrasound phenotype data and health measures in 25 individuals (12 male, 13 female) at baseline and at six month follow up. The proposal will utilize a novel carotid-femoral duplex Doppler method to measure pulse-wave velocity (another measure to characterize arterial stiffness) and will add this to the carotid phenotype scoring algorithm. At baseline and six months, all participants will undergo a health assessment by a board-certified neurological surgeon, complete a comprehensive carotid ultrasound for scoring carotid phenotype and meet with a health wellness coach. The health wellness coach will set health goals with all participants and meet with them over the six months. A coaching

Mailing Address: P.O. Box 365, Oneida, WI 54155
<https://oneida-nsn.gov/resources/health/>

Oneida Community Health Center
 Behavioral Health Services
 Anna John Resident Centered Care Community
 Employee Health Nursing

525 Airport Rd., Oneida, WI 54155
 2640 West Point Rd., Green Bay, WI 54304
 2901 S. Overland Rd., Oneida, WI 54155
 701 Packerland Dr., Green Bay, WI 54303

Phone: (920) 869-2711 or 1-866-869-2711
 Phone: (920) 490-3790 or 1-888-490-2457
 Phone: (920) 869-2797
 Phone: (920) 405-4492

Fax: (920) 869-1780
 Fax: (920) 490-3883
 Fax: (920) 869-3238
 Fax: (920) 405-4494

participation score will be calculated based on the number of coaching interactions. A comparison of how the coaching interaction score is associated with the changes in comprehensive carotid ultrasound phenotype score. The completion of these two aims will be the first step in developing a novel algorithm that can be used to assess arterial health associated with normal and premature aging of the blood vessels throughout Indian Country.

Based upon my review, the OCHD recommends that the Oneida Business Committee consider requiring formal approval for any researcher requesting access to the Oneida Nation data for future specified research. This approval should be granted by the Oneida Nation and be subject to review by its representatives. If the approval process is not agreeable, then it is recommended that the Oneida Business Committee only approve the research proposal to collect and analyze the data, with additional approval required to share any data based on the research findings.

It is also recommended that the Oneida Business Committee include a stipulation that all information collected within the boundaries of the Oneida Nation will be the property of the Oneida; Nation and may not be released in any form to individuals, agencies, or organizations without further approval and authorization from the Oneida Nation.

In accordance with BC Resolution #05-08-19-A, the OCHD Division Director recommends that the Oneida Business Committee approve the resolution and consider the additional recommendations to clearly protect the Nation's data sovereignty and samples of the participants in this research request from the University of Wisconsin Madison Department of Medicine, led by Principal Investigator Dr. Carol Mitchell.

cc: Karen Lane, DO, OCHD Medical Director
Sidney White, OCHD Assistant Division Director
Mark W. Powless, Oneida Nation General Manager

Specific Aims

Recent studies have demonstrated a relationship between obesity, hypertension, cognitive impairment and carotid artery stiffness, and even suggest that midlife vascular disease/malfunction may be a precursor to cognitive decline in later life.¹⁻⁹ Obesity and hypertension cause structural changes in the arterial walls that result in less elasticity and stiffer vessels.⁹ Thus, we believe that there is opportunity to develop a non-invasive tool to better characterize early (midlife) vascular changes that may indicate there is premature aging of the vascular system. We believe this can be done by creating a comprehensive carotid ultrasound phenotype (CCUP) score which could be used to identify premature aging of the blood vessels. This score will be computed by developing an algorithm (awarding points) based on plaque, hemodynamic, texture feature, and stiffness measurements. We have been working with a high-risk Native American population for diabetes, stroke and vascular cognitive impairment (VCI) to assess cerebrocardiovascular disease (CVD) risk factors and determine how health wellness coaching along with standard medical treatment may influence change in modifiable risk factors and is related to cognitive performance.¹⁰ Through our preliminary work we have seen that 81.5% of elders (≥ 55 years) have carotid atherosclerotic plaque present (a risk factor for stroke and vascular cognitive decline) and 34.7% of individuals age 35-55 years have plaque present, suggesting that premature aging of the blood vessels is present. We also have shown that in individuals ≥ 55 years working with a health wellness coach facilitated weight loss¹¹ improved hemoglobin A1c and average glucose lab values, and when followed over a two year follow up time period plaque thickness progressed at a slower rate in coached individuals versus non-coached individuals ($p=.048$). For this project we will use two previously collected datasets (covering the ages 35-85 years, with CVD risk and cognition measures) to further characterize the arterial health by creating a CCUP score that takes into account not only plaque presence but also combines hemodynamic measurements, texture features and measurements related to arterial stiffness (Young's elastic modulus [YEM] and distensibility coefficient [DC]).¹²⁻²³ We will also prospectively examine how working with a health wellness coach may change CCUP measurements and cognition from baseline and at six months follow up. In addition, we will also examine a novel method of using Doppler ultrasound to measure pulse-wave velocity (PWV) in our prospective study.²⁴ The goal of this project is to create a CCUP score that can be used as a research tool to identify premature aging and monitor arterial changes associated with health wellness coaching (nutrition and exercise). We will accomplish this goal through completion of the following specific aims. **Aim 1. Develop a comprehensive carotid ultrasound phenotype (CCUP) score.** We will create a CCUP score for our dataset (>55 years and older) using hemodynamics, plaque (area and texture) features. We will also create a CCUP score from a second previously collected dataset and measure DC and YEM from our previously collect data set (age 35-55 years). Both of these datasets already have hemodynamic and plaque texture measures. Points will be assigned based on hemodynamic measurements (velocity, pulsatility index, resistive index),^{25,26} texture features (median, entropy, contrast, homogeneity),^{15,16,26} DC and YEM.^{25,27-29} Points will be summed to provide a CCUP score. Our hypothesis is that individuals with less stiff (more compliant carotid arteries), higher contrast, lower homogeneity and favorable hemodynamics (based on age) and eat healthier (as ascertained form health history interview) will have fewer CVD risk factors and better cognitive scores. We will examine how this score is related to CVD risk factors, cognition, diet, exercise and age. To accomplish this aim we will create a CCUP score using two different algorithms based on data we have from 195 previously collected datasets from a high-risk population for diabetes, hypertension and stroke. These data sets represent data collected in individuals from 5 decades (ages 35-85 years) and already has associated health history, laboratory work (lipid panel, hemoglobin, hemoglobin A1c) and ultrasound measurements (hemodynamics, plaque area and texture for age group 35-55 years). **Aim 2. Determine how health wellness coaching modifies carotid ultrasound phenotypes.** Our hypothesis is that health wellness coaching can modify carotid ultrasound phenotypes, with more coaching interaction, resulting in the emergence of a more favorable ultrasound arterial phenotype. To complete this aim, we will use our developed comprehensive carotid ultrasound phenotype score to prospectively collect carotid ultrasound phenotype data and health measures in 25 individuals (12 male, 13 female) at baseline and at six month follow up. In addition, we will utilize a novel carotid-femoral duplex Doppler method to measure pulse-wave velocity (another measure to characterize arterial stiffness) and will add this to our carotid phenotype scoring algorithm. At baseline and six months, all participants will undergo a health assessment by a board-certified neurological surgeon, complete a comprehensive carotid ultrasound for scoring carotid phenotype and meet with a health wellness coach. The health wellness coach will set health goals with all participants and meet with them over the six months. A coaching participation score will be calculated based on the number coaching interactions. We will compare how the coaching interaction score is associated with changes in comprehensive carotid ultrasound phenotype score.

Project Title: Comprehensive carotid ultrasound phenotype; a tool for assessing premature vascular aging

Multi-PI Name: Carol Mitchell PhD, ACS, RDMS, RDCS, RVT, RT(R)

Associate Professor (CHS)

Department of Medicine

Division of Cardiovascular Medicine

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Multi-PI Name: Robert J. Dempsey MD

Professor

Department of Neurological Surgery

Manucher J. Javid Professor and Chairman

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Multi-PI Name: Heidi Twedt, MD

Professor

Program Director, Clinical Informatics Fellowship

Academic Director, Graduate Programs in Clinical and Health Informatics

Associate Chief Medical Information Officer – UW Health

Section of Applied Clinical Informatics

Professor, Department of Medicine

Division of General Internal Medicine

Email: htwedt@wisc.edu

Co-Investigator: Dave Schneider, MD, MS, FACS

Associate Professor

Department of Surgery (will work with the clinical informatics with Dr. Heidi Twedt)

Division of Endocrine Surgery

Email: Schneiderd@surgery.wisc.edu

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # Leave this line blank

Comprehensive Carotid Ultrasound Phenotype: A Tool for Assessing Premature Vascular Aging

- 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 proposed research proposal is to create a collaborative effort by the University of
- 10 Wisconsin Madison Department of Medicine, Cardiovascular Medicine, Section
- 11 Informatics and Department of Neurology and the Oneida Comprehensive Health
- 12 Division; and
- 13
- 14 **WHEREAS,** the proposed research project will be for a one year project through a UW-Madison
- 15 Department of Medicine (DOM) grant with the possibility of renewal thereafter; and
- 16
- 17 **WHEREAS,** the project aims to develop a comprehensive carotid ultrasound phenotype (CCUP) score
- 18 for the following age group of (55 years of age and older using hemodynamics, plaque
- 19 (area and texture) features. The hypothesis is that individuals with less stiff (more compliant
- 20 carotid arteries), higher contrast, lower homogeneity and favorable hemodynamics (based
- 21 on age) and eat healthier (as ascertained from health history interviews) will have fewer
- 22 cardiovascular disease (CVD) risk factors and better cognitive scores; and
- 23
- 24 **WHEREAS,** the project plans to determine how health wellness coaching modifies carotid ultrasound
- 25 phenotypes. The hypothesis is that health wellness coaching can modify carotid
- 26 ultrasound phenotypes, with more coaching interaction, resulting in the emergence of a
- 27 more favorable ultrasound arterial phenotype; and
- 28
- 29 **WHEREAS,** the proposal will be to use the developed comprehensive carotid ultrasound phenotype
- 30 score to collect carotid ultrasound phenotype data and health measures in 25 individuals
- 31 (12 male, 13 female) at baseline and at six month follow up. The proposal will utilize a
- 32 novel carotid-femoral duplex Doppler method to measure pulse-wave velocity (another
- 33 measure to characterize arterial stiffness) and will add this to the carotid phenotype
- 34 scoring algorithm. At baseline and six months, all participants will undergo a health
- 35 assessment by a board-certified neurological surgeon, complete a comprehensive carotid
- 36 ultrasound for scoring carotid phenotype and meet with a health wellness coach. The
- 37 health wellness coach will set health goals with all participants and meet with them over
- 38 the six months. A coaching participation score will be calculated based on the number of
- 39 coaching interactions. A comparison of how the coaching interaction score is associated
- 40 with the changes in comprehensive carotid ultrasound phenotype score; and

BC Resolution # _____

Comprehensive Carotid Ultrasound Phenotype: A Tool for Assessing Premature Vascular Aging
Page 2 of 2

NOW THEREFORE BE IT RESOLVED, the completion of these two aims is the first step in developing a novel algorithm that can be used to assess arterial health associated with normal and premature aging of the blood vessels;

BE IT FURTHER RESOLVED, that data collected will be de-identified to protect confidentiality and minimize any risk associated with the completion of this study and/or any future phases of this project will require additional approvals in accordance with Resolution BC-05-08-19A;

BE IT FURTHER RESOLVED, that any data collected will remain the property of the Oneida Nation and any publication of results will require prior approval of the Oneida Nation Business Committee;

BE IT FURTHER RESOLVED, that information or publications from this research and/or any phase of this research be presented to the Oneida Business Committee prior to distribution to other forums for approval to include presentation at community meetings, local conferences, national conferences or in scientific journals;

BE IT FINALLY RESOLVED, that the Oneida Nation is the protector and owner of the information collected as part of this study. The final disposition of the information collected will be determined by the Oneida Nation, including its use, storage and/or destruction;



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



Statement of Effect

Comprehensive carotid ultrasound phenotype: a tool for assessing premature vascular aging

Summary

The resolution seeks approval for a one (1) year collaborative research project by the University of Wisconsin Madison Department of Medicine, Cardiovascular Medicine, Section Informatics, Department of Neurology, and the Oneida Comprehensive Health Division to determine how health wellness coaching modifies carotid ultrasound phenotypes.

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

Date: June 18, 2025

Analysis by the Legislative Reference Office

In 2019, the Oneida Business Committee (“OBC”) adopted resolution BC-05-08-19-A, *Research Requests: Review and Approval to Conduct*, which sets forth certain requirements to be met when seeking approval to conduct research that involves the Oneida Nation and its members. Resolution BC-05-08-19-A was adopted in response to an increase in the number of research projects involving the Nation or its members that was being conducted. Its purpose is to ensure that, with any research project approved by the Nation: (1) Oneida members, the Nation and the community are protected; (2) the information developed is provided to the Nation; and (3) the research accurately portrays the complex history and current activities of the Nation and its members.

Resolution BC-05-08-19-A provides a specific process for consideration of research requests by educational institutions or businesses that would require access to the Nation or its members for research studies of human subjects. The process includes that:

- The request be presented to the Director of Comprehensive Health Operations (“Director”) for review and recommendation for action to the OBC;
- The entity conducting the research be required to submit a copy of the final draft of the research to the Director to review for accuracy; and
- The entity conducting the research be required to submit a copy of the published or approved research project to the Director to be presented to the OBC as a final published or approved research project.

Resolution BC-05-08-19-A further provides that no entity, employee or representative of the Nation is authorized to approve research on behalf of the Nation unless done so in accordance with the resolution or a law which supersedes the resolution. In addition, it provides that no research project data or materials shall be utilized for any other or for extended research without written approval of the Nation. Currently, there is no law of the Nation that addresses the research projects discussed herein; thus, Resolution BC-05-08-19-A governs the analysis of this resolution.

This resolution seeks approval for a one (1) year collaborative research project by the University of Wisconsin Madison Department of Medicine, Cardiovascular Medicine, Section Informatics, Department of Neurology, and the Oneida Comprehensive Health Division to determine how health wellness coaching modifies carotid ultrasound phenotypes. This resolution provides that the completion of the research project is the first step in developing a novel algorithm that can be used to assess arterial health associated with normal and premature aging of the blood vessels. This resolution provides that the data collected will be de-identified to protect confidentiality and minimize any risk associated with the completion of this study and/or any future phases of this project will require additional approvals in accordance with resolution BC-05-08-19-A. This resolution then goes on to provide that any data collected will remain the property of the Oneida Nation and any publication of results will require prior approval of the Oneida Business Committee. This resolution also requires that information or publications from this research be presented to the Oneida Business Committee prior to the distribution to other forums for approval to include presentation at community meetings, local conferences, national conferences, or in scientific journals. Finally, the resolution provides that the Oneida Nation is the protector and owner of information collected as part of this study, and the final disposition of the information collected will be determined by the Nation, including its use, storage, and destruction.

This resolution does not provide any information on whether the research request has been presented, reviewed and recommended for approval by the Director of Comprehensive Health Operations per the requirements of resolution BC-05-08-19-A. In addition, this resolution does not provide any information on whether the University of Wisconsin has agreed to abide by the resolution BC-05-08-19-A's criteria for research projects that are conducted by educational institutions such as the University of Wisconsin.

Conclusion

It is unknown whether this resolution complies with the requirements for the review and approval of requests to conduct research as provided for in resolution BC-05-08-19-A, *Research Requests: Review and Approval to Conduct*.

Adopt resolution entitled Adopt Emergency Amendments to the Election Law for the 2025 Special Election

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. Session:

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: Personnel Related

3. Requested Motion:

☐ Accept as information; OR

Adopt the resolution entitled, Emergency Amendments to the Election Law for the 2025 Special Election.

4. Areas potentially impacted or affected by this request:

☐ Finance

☐ Programs/Services

☐ Law Office

☐ DTS

☐ Gaming/Retail

☐ Boards, Committees, or Commissions

☒ Other: Oneida Election Board

5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

- | | | |
|---|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input checked="" type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input checked="" type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input checked="" type="checkbox"/> Other: Legislative Analysis | | |

7. Budget Information:

- | | |
|---|--|
| <input type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Other: <i>Describe</i> | |

8. Submission:

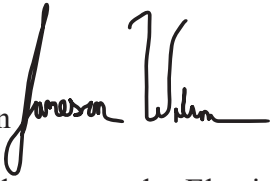
Authorized Sponsor: Jameson Wilson, Councilman

Primary Requestor: Clorissa N. Leeman, LRO Senior Staff Attorney



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



TO: Oneida Business Committee
FROM: Jameson Wilson, LOC Chairman 
DATE: June 18, 2025
RE: Adoption of Emergency Amendments to the Election Law for the 2025 Special Election

Please find the following attached backup documentation for your consideration of an emergency amendments to the Election law:

1. Resolution: Emergency Amendments to the Election Law for the 2025 Special Election
2. Statement of Effect: Emergency Amendment to the Election Law for the 2025 Special Election
3. Election law Emergency Amendments Legislative Analysis
4. Election law Emergency Amendments Draft (Redline)
5. Election law Emergency Amendments (Clean)

Overview

Emergency amendments to the Election law are being sought for the 2025 Special Election. On May 13, 2025, the Legislative Operating Committee received a request from the Oneida Election Board to consider emergency amendments to the Election law to ensure the 2025 Special Election can be conducted in an efficient and lawful manner. The Election law governs the procedures for the conduct of orderly elections of the Nation, including pre-election activities such as caucuses and nominations. [1 O.C. 102.1-1]. The emergency amendments to the Election law will reduce the number of Election Board members required to sign the election totals from six (6) to three (3). [1 O.C. 102.10-2].

The Oneida Business Committee can temporarily enact legislation when legislation is necessary for the immediate preservation of the public health, safety, or general welfare of the Reservation population, and the amendment of the legislation is required sooner than would be possible under the Legislative Procedures Act. [1 O.C. 109.9-5]. A fiscal impact statement and public meeting are not required for emergency legislation. [1 O.C. 109.9-5(a)].

The emergency amendments to the Election law are necessary for the preservation of the general welfare of the Reservation population to ensure that the 2025 Special Election can occur in an efficient and lawful manner. The 2025 Special Election is scheduled for July 12, 2025. The number of Election Board members required to sign the election totals is being reduced from six (6) to three (3) due to the Election Board's concern that there will not be enough Election Board members to meet the original requirement for six (6) members. The Election Board has provided that they have not been able to secure an adequate number of alternate positions for the 2025 Special Election.

Additionally, observance of the requirements under the Legislative Procedures Act for the adoption of the amendments to the Election law would be contrary to public interest and the process and requirements of the Legislative Procedures Act cannot be completed in time to allow the proposed emergency amendments to be adopted and implemented prior to the July 12, 2025 Special Election.

The adoption of the emergency amendments to the Election law will take effect immediately upon adoption by the Oneida Business Committee. The emergency amendments to the Election law will remain effective for six (6) months. The Legislative Procedures Act provides the possibility to extend the emergency amendment for an additional six (6) months, or until the emergency amendment expires or is permanently adopted. [1 O.C. 109.9-5(b)].

Requested Action

Adopt the Resolution: Emergency Amendments to the Election Law for the 2025 Special Election

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # Emergency Amendments to the Election Law for the 2025 Special Election

- 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 Election law ("the Law") was adopted by the General Tribal Council on June 19, 1993
- 10 for the purpose of governing the procedures for the conduct of orderly elections of the
- 11 Nation, and was most recently amended by the General Tribal Council through resolution
- 12 GTC-04-23-17-A; and
- 13
- 14 **WHEREAS,** the Oneida Election Board has requested emergency amendments to the Election law to
- 15 ensure the 2025 Special Election can be conducted in an efficient and lawful manner; and
- 16
- 17 **WHEREAS,** the 2025 Special Election is scheduled for July 12, 2025; and
- 18
- 19 **WHEREAS,** section 102.10-2 of the Law requires that at least six (6) Oneida Election Board members
- 20 sign the election totals of machine counted ballots, which shall include the tape signed by
- 21 the members of the Nation before the polls were opened per section 102.9-3(a); and
- 22
- 23 **WHEREAS,** the proposed emergency amendments to the Law will reduce the number of Election Board
- 24 members required to sign the election totals from six (6) to three (3); and
- 25
- 26 **WHEREAS,** reducing the number of Election Board members required to sign the election totals
- 27 addresses the Election Board's concerns that they will not have enough Oneida Election
- 28 Board members or alternates to meet the requirement of section 102.10-2 of the Law; and
- 29
- 30 **WHEREAS,** the Legislative Procedures Act authorizes the Oneida Business Committee to enact
- 31 legislation on an emergency basis, to be in effect for a period of six (6) months, renewable
- 32 for an additional six (6) months; and
- 33
- 34 **WHEREAS,** emergency adoption of legislation is allowed when legislation is necessary for the
- 35 immediate preservation of the public health, safety, or general welfare of the Reservation
- 36 population, and the amendment of the legislation is required sooner than would be possible
- 37 under the Legislative Procedures Act; and
- 38

39 **WHEREAS,** the emergency adoption of the amendments to the Law are necessary for the preservation
40 of the general welfare of the Reservation population to ensure that the 2025 Special
41 Election can occur in an efficient and lawful manner in accordance with the requirements
42 of the Election law; and
43

44 **WHEREAS,** observance of the requirements under the Legislative Procedures Act for adoption of these
45 amendments would be contrary to public interest and the process and requirements of the
46 Legislative Procedures Act cannot be completed in time to allow the proposed
47 amendments to be adopted and implemented prior to the July 12, 2025 Special Election;
48 and
49

50 **WHEREAS,** the Legislative Procedures Act does not require a public meeting or fiscal impact statement
51 when considering emergency legislation; and
52

53 **NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee hereby adopts the emergency
54 amendment to the Election Law effective immediately.



Oneida Nation
 Oneida Business Committee
 Legislative Operating Committee
 PO Box 365 • Oneida, WI 54155-0365
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Statement of Effect

Emergency Amendments to the Election Law for the 2025 Special Election

Summary

This resolution adopts emergency amendments to the Election law ensure the 2025 Special Election can be conducted in an efficient and lawful manner.

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

Date: June 18, 2025

Analysis by the Legislative Reference Office

This resolution adopts emergency amendments to the Election law. The Election law governs the procedures for the conduct of orderly elections of the Nation, including pre-election activities such as caucuses and nominations. [1 O.C. 102.1-1]. The emergency amendments to the Election law will:

- Reduce the number of Election Board members required to sign the election totals from six (6) to three (3). [1 O.C. 102.10-2].

The Legislative Procedures Act (“the LPA”) was adopted by the General Tribal Council for the purpose of providing a process for the adoption or amendment of laws of the Nation. [1 O.C. 109.1-1]. The LPA allows the Oneida Business Committee to take emergency action where it is necessary for the immediate preservation of the public health, safety, or general welfare of the Reservation population and when enactment or amendment of legislation is required sooner than would be possible under the LPA. [1 O.C. 109.9-5]. A public meeting and fiscal impact statement are not required for emergency legislation. [1 O.C. 109.8-1(b) and 109.9-5(a)].

The 2025 Special Election is scheduled for July 12, 2025. The Oneida Election Board requested emergency amendments to the Election law to ensure that the 2025 Special Election can be conducted in an efficient and lawful manner.

Section 102.10-2 of the Law requires that at least six (6) Oneida Election Board members sign the election totals of machine counted ballots, which shall include the tape signed by the members of the Nation before the polls were opened per section 102.9-3(a). The reduction of the number of Election Board members required to sign the election totals from six (6) to three (3) was made due to the Election Board’s concern that there will not be enough eligible Election Board members or alternates to meet the original requirement for six (6) members.

The resolution provides that the emergency amendment to the Election law is necessary for the preservation of the general welfare of the Reservation population to ensure that the 2025 Special Election can occur in an efficient and lawful manner in accordance with the requirements of the Election law. Additionally, observance of the requirements under the LPA for the adoption of the amendment to the Election law would be contrary to public interest and the process and

requirements of the Legislative Procedures Act cannot be completed in time to allow the proposed amendments to be adopted and implemented prior to the July 12, 2025, Special Election.

The adoption of the emergency amendment to the Election law will take effect immediately upon adoption by the Oneida Business Committee. The emergency amendment to the Election law will remain effective for six (6) months. The LPA provides the possibility to extend the emergency amendment for an additional six (6) months, or until the emergency amendment expires or is permanently adopted. [1 O.C. 109.9-5(b)].

Conclusion

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



ELECTION LAW EMERGENCY AMENDMENTS LEGISLATIVE ANALYSIS

SECTION 1. EXECUTIVE SUMMARY

Analysis by the Legislative Reference Office	
Intent of the Proposed Amendments	Reduce the number of Election Board members required to sign the election totals of machine counted ballots from six (6) to three (3) members. [1 O.C. 102.10-2].
Purpose	To govern the procedures for the conduct of orderly elections of the Nation, including pre-election activities such as caucuses and nominations. [1 O.C. 102.1-1]
Affected Entities	Oneida Nation Election Board.
Public Meeting	A public meeting is not required for emergency legislation. [1 O.C. 109.8-1(b) and 109.9-5(a)].
Fiscal Impact	A fiscal impact statement is not required for emergency legislation. [1 O.C. 109.9-5(a)].
Expiration of Emergency Legislation	Emergency legislation expires six (6) months after adoption and may be renewed for an additional six (6) month period.

SECTION 2. LEGISLATIVE DEVELOPMENT

- A. Background.** The Election law was first adopted on June 19, 1993, and most recently amended by the General Tribal Council on April 23, 2017. The Law governs the procedures for the conduct of orderly elections of the Nation. [1 O.C. 102.1-1].
- B. Request for Emergency Amendments.** On May 13, 2025, the Legislative Operating Committee received a request from the Oneida Election Board to consider emergency amendments to the Election law to ensure the 2025 Special Election can be conducted in an efficient and lawful manner.
- The Nation’s 2025 Special Election is scheduled for July 12, 2025.
 - Section 102.10-2 of the Election Law requires that at least six (6) Election Board members sign the election totals on machine counted ballots. The Oneida Election Board provided that they do not have enough Oneida Election Board members or alternates to meet the requirement of section 102.10-2. The Oneida Election Board therefore made the request to amend the Election law on an emergency basis to reduce the number of Oneida Election Board members who are required to sign the election totals on machine counted ballots from six (6) to three (3).
 - The Legislative Operating Committee determined these amendments should be pursued on an emergency basis for the immediate preservation of the general welfare of the Reservation population.

SECTION 3. CONSULTATION AND OUTREACH

- Representatives from the following departments or entities participated in the development of this Law and legislative analysis:
 - Oneida Election Board.

SECTION 4. PROCESS

- B.** These amendments are being considered on an emergency basis. The Oneida Business Committee may temporarily enact an emergency legislation where legislation is necessary for the immediate preservation of public health, safety, or general welfare of the Reservation population and enactment or amendment of legislation is required sooner than would be possible under this law. [1 O.C. 109.9-5].
- The emergency adoption of amendments to this Law are necessary for the preservation of the general welfare of the Reservation population in order to ensure that the 2025 Special Election can occur in an efficient and lawful manner.
 - Observance of the requirements under the Legislative Procedures Act for adoption of the emergency amendments to this Law would be contrary to public interest and the process and requirements of the Legislative Procedures Act cannot be completed in time to allow the proposed emergency amendments to be adopted and implemented prior to the July 12, 2025, Special Election.
- C.** The emergency amendments will expire six (6) months after adoption, with one (1) opportunity for a six (6) month extension of the emergency amendments. [1 O.C. 109.9-5(b)].
- D.** The Legislative Procedures Act does not require a public meeting or fiscal impact statement when considering emergency legislation. [1 O.C. 109.9-5(a)]. However, a public meeting and fiscal impact statement will eventually be required when considering permanent adoption of this Law.
- E.** The Election law was already on the Active Files List for comprehensive amendments to be developed, but on May 21, 2025, the Legislative Operating Committee acknowledged that they would pursue these emergency amendments.

SECTION 5. CONTENTS OF THE LEGISLATION

- A. *Election Board Members Signature on Machine Counted Ballots.*** The proposed amendments lower the number of Oneida Election Board members that are required sign the election totals for machine counted ballots, which includes the tape signed by the members of the Nation before the polls were opened, from six (6) to three (3). [1 O.C. 102.10-2].
- *Effect.* This emergency amendment was made to the Law based on the Election Board's concern that there will not be enough Election Board members to meet the original requirement of section 102.10-2 for six (6) members to sign the election totals. The Election Board has provided that they currently do not have enough eligible members or alternates to meet this requirement.

SECTION 6. EXISTING LEGISLATION

- A. *Related Legislation.*** The following laws of the Nation are related to the emergency amendments to this Law:
- *Legislative Procedures Act.* The Legislative Procedures Act was adopted by the General Tribal Council on January 7, 2013, for the purpose of providing a standard process for the adoption of laws of the Nation which includes taking into account comments from members of the Nation and input from agencies of the Nation. [1 O.C. 109.1-1, 109.1-2].
 - The Legislative Procedures Act provides a process for the adoption of emergency legislation when the legislation is necessary for the immediate preservation of the public health, safety, or general welfare of the Reservation population and the

enactment or amendment of legislation is required sooner than would be possible under this law. [1 O.C. 109.9-5].

- The Legislative Operating Committee is responsible for first reviewing the emergency legislation and for forwarding the legislation to the Oneida Business Committee for consideration. [1 O.C. 109.9-5(a)].
- The proposed emergency legislation is required to have a legislative analysis completed and attached prior to being sent to the Oneida Business Committee for consideration. [1 O.C. 109.9-5(a)].
 - a. A legislative analysis is a plain language analysis describing the important features of the legislation being considered and factual information to enable the Legislative Operating Committee to make informed decisions regarding legislation. A legislative analysis includes a statement of the legislation's terms and substance; intent of the legislation; a description of the subject(s) involved, including any conflicts with Oneida or other law, key issues, potential impacts of the legislation and policy considerations. [1 O.C. 109.3-1(g)].
- Emergency legislation does not require a fiscal impact statement to be completed or a public comment period to be held. [1 O.C. 109.9-5(a)].
- Upon the determination that an emergency exists the Oneida Business Committee can adopt emergency legislation. The emergency legislation becomes effective immediately upon its approval by the Oneida Business Committee. [1 O.C. 109.9-5(b)].
- Emergency legislation remains in effect for a period of up to six (6) months, with an opportunity for a one-time emergency law extension of up to six (6) months. [1 O.C. 109.9-5(b)].
- Adoption of these proposed emergency amendments would conform with the requirements of the Legislative Procedures Act.

SECTION 7. OTHER CONSIDERATIONS

A. *Deadline for Permanent Adoption of Legislation.* The adoption of emergency amendments to the Law expires six (6) months after adoption. The emergency legislation may be renewed for an additional six (6) month period.

- *Conclusion:* The Legislative Operating Committee will need to determine if the adoption of these amendments is necessary on a permanent basis, and if so, develop the permanent amendments to this Law within the next six (6) to twelve (12) months.

B. *Fiscal Impact.* A fiscal impact statement is not required for emergency legislation.

- Under the Legislative Procedures Act, a fiscal impact statement is required for all legislation except emergency legislation [1 O.C. 109.6-1].

Title 1. Government and Finances - Chapter 102**ELECTION****Onayote'a'ká· Tho Ni· Yót Tsi? Ayethiyataláko Tsi? Kayanl'hsla***People of the Standing Stone how it is we will appoint them the kind of laws we have*

102.1. Purpose and Policy

102.2. Adoption, Amendment, Repeal

102.3. Definitions

102.4. Election Board

102.5. Candidate Eligibility

102.6. Selection of Candidates

102.7. Notice of Polling Places

102.8. Registration of Voters

102.9. Election Process

102.10. Tabulating and Securing Ballots

102.11. Election Outcome and Ties

102.12. Elections

102.13. Oneida Nation Constitution and By-law Amendments

102.1. Purpose and Policy

102.1-1. It is the policy of the Nation that this law shall govern the procedures for the conduct of orderly elections of the Nation, including pre-election activities such as caucuses and nominations. Because of the desire for orderly and easily understood elections, there has not been an allowance made for write-in candidates on ballots.

102.1-2. This law defines the duties and responsibilities of the Election Board members and other persons employed by the Oneida Nation in the conduct of elections. It is intended to govern all procedures used in the election process.

102.2. Adoption, Amendment, Repeal

102.2-1. This law was adopted by the Oneida General Tribal Council by resolution GTC 07-06-98-A ~~and~~, amended by resolutions GTC-01-04-10-A, BC-02-25-15-C and GTC-04-23-17-A, ~~and~~ amended on an emergency basis by resolution BC- - - -.

102.2-2. This law may be amended or repealed by the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act. Actions of the Election Board regarding amendments to this law and policies adopted regarding implementation of this law are to be presented to the Business Committee who shall then adopt or forward action(s) to the General Tribal Council for adoption.

102.2-3. 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.

102.2-4. 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.

102.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

102.3. Definitions

102.3-1. 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.

102.3-2. "Alternate" shall mean an individual appointed by the Business Committee to serve on the Election Board during an election and until election results have been certified.

102.3-3. "Applicant" shall mean a potential candidate who has not yet been officially approved for acceptance on a ballot.

102.3-4. "Business day" shall mean Monday through Friday, 8:00 a.m. – 4:30 p.m., excluding holidays of the Nation.

102.3-5. "Campaigning" shall mean all efforts designed to influence members of the Nation to support or reject a particular candidate of the Nation including, without limitation, advertising, rallying, public speaking, or other communications with members of the Nation.

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102.3-6. "Candidate" shall mean a petitioner or nominee for an elected position whose name is placed on the ballot by the Election Board after successful application.

102.3-7. "Clerk" shall mean the election official who identifies proper registration for the purpose of determining voter eligibility.

102.3-8. "Close of business" shall mean 4:30 p.m. Monday through Friday.

102.3-9. "Conflict of Interest" shall mean any interest, whether it be personal, financial, political or otherwise, in which a Nation elected official, employee, consultant, appointed or elected, member of any board, committee or commission, or their immediate relatives, friends or associates, or any other person with whom they have contact, that conflicts with any right of the Nation to property, information, or any other right to own and operate its enterprises, free from undisclosed competition or other violation of such rights of the Oneida Nation, or as defined in any law or policy of the Nation.

102.3-10. "Election" shall mean every primary and election.

102.3-11. "General election" shall mean the election held every three (3) years in July to elect the Chairperson, Vice-Chairperson, Secretary, Treasurer, and the five Council Members of the Business Committee and may include contests for elected boards, committees and commissions positions.

102.3-12. "Judge" shall mean the election official who informs and advises the Chairperson of discrepancies, complaints and controversy regarding voter eligibility.

102.3-13. "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.

102.3-14. "Lot drawing" shall mean the equal chance method used to select a candidate as the winner of an elected position, in the case of a tie between two (2) or more candidates.

102.3-15. "Nation" means the Oneida Nation.

102.3-16. "Nation's newspaper" shall mean the Kalihwisaks, or any other newspaper operated by the Nation for the benefit of transmitting news to members of the Nation, which is designated by the Election Board as a source for election related news.

102.3-17. "Oneida Police Officer" shall mean an enrolled member of the Oneida Nation who is a police officer on any police force.

102.3-18. "Private property" shall mean any lot of land not owned by the Nation, a residential dwelling or a privately owned business within the boundaries of the Reservation.

102.3-19. "Prominent locations" shall mean the polling places, main doors of the Norbert Hill Center, main doors of the Oneida Community Library, Tsyunhehkwa Retail Store, the Oneida Community Health Center, the SEOTS building and all One-Stop locations.

102.3-20. "Qualified voter" shall mean an enrolled member of the Nation who is eighteen (18) years of age or older.

102.3-21. "Rejected Ballots" shall mean those ballots which are rejected by the vote tabulating machine.

102.3-22. "Spoiled Ballot" shall mean a ballot which contains a voter error or is otherwise marred and is not tabulated.

102.3-23. "Teller" shall mean the election official in charge of collecting and storing of all ballots.

102.4. Election Board

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Section A. Establishment, Composition and Election

102.4-1. An Election Board is hereby created for the purpose of carrying out the provisions of this law and Article III, Sections 2 and 3 of the Oneida Nation Constitution.

102.4-2. The Election Board shall consist of nine (9) elected members. All members shall be elected to terms of three (3) years, not to exceed two (2) consecutive terms.

102.4-3. *Recusal.* An Election Board member shall recuse himself/herself from participating as an Election Board member in any pre-election, election day, or post-election activities while he or she is a petitioner, applicant or candidate in any election or there is otherwise a conflict of interest.

102.4-4. *Removal.* Removal of members shall be pursuant to the Oneida Removal Law. A member who is removed from the Election Board shall be ineligible to serve on the Board for three (3) years from the time he or she is removed from the Election Board.

102.4-5. *Vacancies.* Any vacancy in an unexpired term shall be filled by appointment by the Business Committee for the balance of the unexpired term. The filling of a vacancy may be timed to correspond with the pre-election activities and the needs of the Election Board.

102.4-6. The Election Board shall identify tellers, judges and clerks in advance of an election.

102.4-7 The Business Committee may appoint or reappoint a sufficient number of alternates to the Election Board, as recommended by the Election Board, to assist with election day and pre-election activities.

102.4-8. The Election Board shall choose a Chairperson from amongst themselves as set out in the By-laws of the Election Board, to preside over the meetings. This selection shall be carried out at the first meeting of the Election Board following an election. The Chairperson shall then ask the Election Board to select a Vice-Chairperson and Secretary.

Section B. Duties of the Election Board

102.4-9. The Election Board shall have the following duties, along with other responsibilities listed throughout this law.

- (a) The Election Board shall be in charge of all registration and election procedures; and
- (b) Upon completion of an election, the Election Board shall make a final report on the election results as set out in this law.

Section C. Specific Duties of Officers and Election Board Members

102.4-10. Specific duties of the Chairperson and other Election Board members, in addition to being present at all Election Board meetings and assisting the handicapped through the voting process, are as set out herein:

- (a) Chairperson: Shall preside over meetings of the Election Board; shall select the hearing body for applicants found to be ineligible in accordance with 102.5-6 in the event of an appeal; shall oversee the conduct of the election; shall dismiss the alternates and Trust Enrollment Department personnel when their election day duties are complete; and shall post and report election results.
- (b) Vice-Chairperson: Shall preside over all meetings in the absence of the Chairperson.
- (c) Secretary: Shall keep a record of the meetings and make them available to the Nation's Secretary, other Election Board members and the public as required in the Open Records and Open Meetings Law.
- (d) Clerks: Shall implement the requirements of identifying and registering all voters and determining voter eligibility. Clerks shall work in conjunction with the Trust Enrollment

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Department personnel in the registration process, and assist the Chairperson as directed in conducting the election. Clerks cannot be currently employed by the Trust Enrollment Department.

(e) Tellers: Shall collect and keep safe all ballots, until the election is complete, as determined by this law. Shall assist the Chairperson in conducting the election.

(f) Judges: Shall inform and advise the Chairperson of all aspects of the election conducted under this law. In case of disputes among Election Board members, or between members of the Nation and Election Board members, or any controversy regarding voter eligibility, the Judge(s) shall assist the Chairperson in making a determination. The Judge(s) shall also ensure that all ballots of voters whose eligibility may be in question, remain confidential.

Section D. Compensation Rates

102.4-11. Election Board members are to be compensated at an hourly rate when conducting elections as provided for in the Election Board's bylaws as approved by the Business Committee. The Election Board shall have a budget, approved through the Nation's budgeting process.

102.4-12. The Trust Enrollment Department personnel and Oneida Police Officer(s) shall be compensated at their regular rate of pay out of their respective budgets.

102.5. Candidate Eligibility*Section A. Requirements*

102.5-1. In addition to any specific requirements and/or exceptions set out in duly adopted by-laws or other documents, all applicants shall meet the minimum requirements set out in this section in order to become a candidate.

102.5-2. Minimum Requirements. In order to be eligible to be a candidate, applicants shall:

(a) be an enrolled member of the Nation, as verified by membership rolls of the Nation.

(b) be a qualified voter on the day of the election.

(c) provide proof of physical residency as required for the position for which they have been nominated or for which they have petitioned. Proof of residency may be through one

(1) or more of the following:

(1) a valid Wisconsin driver's license;

(2) a bill or pay check stub showing name and physical address of the candidate from the prior or current month;

(3) another form of proof that identifies the candidate and that the candidate has physically resided at the address and identifies that address as the primary residence.

102.5-3. No applicant may have a conflict of interest with the position for which they are being considered, provided that any conflict of interest which may be eliminated within thirty (30) calendar days of being elected shall not be considered as a bar to nomination or election.

102.5-4. Applications and petitions where the applicant was not nominated during caucus shall be filed by presenting the information to the Nation's Secretary, or designated agent, during normal business hours, 8:00 to 4:30 Monday through Friday, within five (5) business days after the caucus. No mailed, internal Nation mail delivery, faxed or other delivery method shall be accepted.

102.5-5. The names of the candidates and the positions sought shall be a public record and made available to the public upon the determination of eligibility by the Election Board or the Board's

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designated agent.

Section B. Eligibility Review

102.5-6. Applicants found to be ineligible shall have two (2) business days to request an appeal. At least four (4) Election Board members shall constitute a hearing body. The Chairperson shall select the hearing body. The hearing shall be held within two (2) business days of receipt of the appeal. The applicant shall be notified by phone of time and place of the hearing. The decision of the hearing body shall be sent via certified mail or hand delivery within two (2) business days of the hearing. Any appeal from a decision of the Election Board hearing body shall be to the Judiciary on an accelerated schedule.

102.5-7. The Election Board shall be responsible for reviewing the qualifications of applicants to verify eligibility. Any applicant found to be ineligible for a nominated or petitioned for position shall be notified by certified mail return receipt requested. The notice shall provide the following information:

- (a) Position for which they were considered
- (b) Qualification of the position and citation of the source. (Copies of source may be attached.)
- (c) A brief summary explaining why the applicant was found to be ineligible.
- (d) That the applicant has two (2) business days from notification to make an appeal. Appeals must be filed at the location designated on the notice by hand delivery. The location designated shall be on the Reservation. No mailed, internal Nation mail, faxed or other delivery method will be accepted.

Section C. Campaign Financing

102.5-8. Contributions:

- (a) Solicitation of Contributions by Candidates.
 - (1) Candidates shall only accept contributions from individuals who are members of the Nation or individuals related by blood or marriage to the candidate. Candidates may not accept contributions from any business, whether sole proprietorship, partnership, corporation, or other business entity.
 - (2) Candidates shall not solicit or accept contributions in any office or business/facility of the Nation.
- (b) Fines. Violation of the contribution restrictions shall result in a fine imposed by the Election Board in an amount specified in a resolution adopted by the Business Committee.

102.5-9. Campaign Signs and Campaigning:

- (a) Placement of campaign signs:
 - (1) Campaign signs shall not be posted or erected on any property of the Nation except for private property with the owner/tenant's permission.
 - (2) No campaign sign shall exceed sixteen (16) square feet in area. A maximum of seven (7) such signs may be placed on a building or on a lot.
 - (3) No campaign sign shall project beyond the property line into the public right of way.
- (b) Removal of campaign signs. All campaign signs shall be removed within five (5) business days after an election.

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(c) Employees of the Nation shall not engage in campaigning for offices of the Nation during work hours. The Nation's employees shall be subject to disciplinary action under the personnel policies and procedures for political campaigning during work hours.

(d) Enforcement. The Zoning Administrator shall cause to be removed any campaign signs that are not in compliance with this law, in accordance with the Zoning and Shoreland Protection Law.

(e) Fines. Violation of the campaign sign restrictions shall result in a fine imposed by the Election Board in an amount specified in a resolution adopted by the Business Committee.

Section D. Candidate Withdrawal

102.5-10 Any candidate may withdraw his or her name from a ballot if submitted in writing by the candidate prior to submission of the ballot for printing to any Election Board member, excluding alternates.

102.5-11 After printing of the ballot, any candidate may withdraw his or her name from the election by submitting in writing a statement indicating they are withdrawing from the election prior to the opening of the polls to any Election Board member, excluding alternates. This statement shall be posted alongside any sample ballot printed prior to the election in the newspaper or any posting at the polling places.

102.5-12. Candidates withdrawing after opening of the polls shall request, in writing to the Election Board members in charge of the polling place, to be removed from the ballot. The written statement shall be posted next to any posted sample ballot.

102.5-13. Candidates withdrawing by any method listed herein shall be denied any position from which they have withdrawn regardless of the number of votes cast for that candidate. A written statement shall be considered the only necessary evidence of withdrawal and acceptance of denial of any position withdrawn from.

102.5-14. Candidate Withdrawal After Winning an Election.

(a) In the event a candidate declines an office after winning an election, the Election Board shall declare the next highest vote recipient the winner. This procedure shall be repeated as necessary until a winner is declared.

(b) If all vote recipients decline or are otherwise unable to be declared the winner, then a Special Election shall be held.

2.6. Selection of Candidates*Section A. Setting of Caucus*

102.6-1. The Election Board shall be responsible for calling a caucus before any election is held. The caucus for the general election shall be held at least ninety (90) calendar days prior to the election date. Caucuses for other elections shall be held at least forty-five (45) calendar days prior to the election date. In a general election year, caucuses shall be combined so that candidates for the Business Committee and elected boards, committees and commissions are nominated at the same caucus.

102.6-2. The procedures for the caucus shall be as follows:

(a) Candidates shall be nominated from the floor.

(b) Candidates present at the caucus will accept/decline their nomination at the caucus. Candidates nominated at the caucus, but not present to accept the nomination, shall be required to follow the petition process.

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(c) Nominations shall consist of the following positions: Chairperson, Vice-Chairperson, Treasurer, Secretary, Council Member and other elected positions as required by by-laws or creating documents of a board, committee, or commission.

Section B. Petition

102.6-3. Any eligible member of the Nation may petition to be placed on a ballot according to the following procedures:

(a) Each petitioner, not nominated at caucus, shall file a petition containing endorsee's original signatures; photocopies shall not be accepted.

(b) Petitioners shall use an official petition form as designated by this law which may be obtained in the Office of the Nation's Secretary or from the mailing for that caucus.

(c) The petition form shall consist of each endorsee's:

(1) printed name and address;

(2) date of birth;

(3) Oneida Nation Enrollment Number; and

(4) signature.

(d) Petitioners shall obtain not less than ten (10) signatures of qualified voters as defined under this law.

(e) Petitions shall be presented to the Nation's Secretary, or designated agent, during normal business hours, 8:00 to 4:30 Monday through Friday, but no later than prior to close of business five (5) business days after the caucus. The location to drop-off petitions shall be identified in the mailing identifying the caucus date.

(f) The Nation's Secretary shall forward all petitions to the Election Board Chairperson the next business day following the close of petition submissions.

(g) The Election Board shall have the Trust Enrollment Department verify all signatures contained on the petition.

102.6-4. A person who runs for a position on the Oneida Business Committee, or a position on a judicial court or commission, shall not run for more than one (1) elective office or seat per election.

102.7. Notice of Polling Places

102.7-1. The Election Board shall post a notice in the prominent locations, stating the location of the polling places and the time the polls will be open. This notice shall also be posted in an easily visible position, close to the entrance of the Nation's businesses/facilities.

102.7-2. Polling information shall be posted no less than ten (10) calendar days prior to the election, and shall remain posted until the poll closes on the day of the election.

102.7-3. Except for a Special Election, notice for the election shall be mailed to all Nation members, stating the time and place of the election and a sample of the ballot, no less than ten (10) calendar days prior to the election, through a mass mailing. The Trust Enrollment Department shall be notified, by the Election Board Chairperson, no less than twenty (20) calendar days prior to the requested mailing.

102.7-4. Notice of the election shall be placed in the Nation's newspaper.

102.8. Registration of Voters*Section A. Requirements*

102.8-1. *Registration of Voters.* All enrolled members of the Nation, who are eighteen (18) years

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of age or over, are qualified voters of such election(s) as defined in Article III, Section 2 of the Oneida Nation Constitution.

Section B. Identification of Voters

102.8-2. All voters must present one of the following picture identifications in order to be able to vote:

- (a) Oneida Nation I.D.
- (b) Drivers License.
- (c) Other I.D. with name and photo.

Section C. Registration Procedures

102.8-3. Voters shall physically register, on the day of the election, at the polls.

102.8-4. Trust Enrollment Department personnel shall be responsible for verifying enrollment with the Nation. Conduct of Trust Enrollment Department personnel is governed by the Election Officials during the voting period.

102.8-5. Every person who intends to vote must sign his/her name on an official Voter Registration Form containing the voter's following information:

- (a) name and maiden name (if any);
- (b) current address;
- (c) date of birth; and
- (d) enrollment number.

Section D. Qualification/Verification of Voter Eligibility

102.8-6. Should a question or dispute arise as to the eligibility of a voter being qualified to vote, the Judges of the Election Officials appointed by the Election Board Chairperson shall meet with the Trust Enrollment Department personnel who are registering voters, to decide the voting member's eligibility currently being questioned and shall make such decisions from the facts available, whether the applicant is, in fact, qualified/verifiable under the Oneida Nation Constitution, Article III Section 2, to vote in the Nation's elections.

102.8-7. Any voter denied eligibility shall be allowed to vote, provided that the ballot shall be placed in an envelope, initialed by two (2) Election Officials, sealed and numbered. The name of the voter shall be written next to a numbered list which corresponds to the numbered and sealed envelope. The voter shall be required to mail a written appeal to the Election Board at P.O. Box 413, Oneida, Wisconsin, 54155, postmarked within two (2) business days of the election if they desire to challenge the decision made by the Election Officials. The Election Board shall make a final decision, within five (5) business days of receiving the appeal and shall report this decision in the final report sent to the Oneida Business Committee.

102.9. Election Process*Section A. Polling Places and Times*

102.9-1. In accordance with Article III, Section 5 of the Oneida Nation Constitution, elections shall be held in the month of July on a date set by the General Tribal Council. The General Tribal Council shall set the election date at the January annual meeting, or at the first GTC meeting held during a given year. Special Elections shall be set in accordance with 102.12-6.

102.9-2. Elections shall be held in an Oneida Nation facility(s) as determined by the Election

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102.9-3. Voting for elections shall begin at 7:00 a.m. and shall end at 7:00 p.m. All voters in line to vote at 7:00 p.m. shall be allowed to vote.

(a) If a ballot counting machine is used, the ballot counting machine shall be prepared prior to 7:00 a.m. on the day of the election. The Judges shall open the polls only after four

(4) members of the Nation verify, through signature on the tape, the ballot box is empty and the ballot counting machine printer tape has a zero (0) total count.

102.9-4. At least one (1) Oneida Police Officer shall be present during the time the polls are open, and until the counting of ballots is completed, and tentative results posted.

102.9-5. The Election Board shall provide a voting area sufficiently isolated for each voter such that there is an area with at least two sides and a back enclosure.

102.9-6. No campaigning of any type shall be conducted within two hundred eighty (280) feet of the voting area, excluding private property.

102.9-7. No one causing a disturbance shall be allowed in the voting area.

102.9-8. Election Board members may restrict the voting area to qualified voters only. This restriction is in the interest of maintaining security of the ballots and voting process.

Section B. Ballot Box

102.9-9. All ballots being votes, shall be placed in a receptacle clearly marked "Ballot Box" and shall be locked until counting at the close of polls. Provided that, with electronic ballot counting, the ballots may be placed within the ballot counting machine as they are received.

Section C. Spoiled Ballots

102.9-10. If a voter spoils his/her ballot, he/she shall be given a new ballot.

102.9-11. The spoiled ballot shall be marked "VOID" and initialed by two (2) Election Officials and placed in an envelope marked as "Spoiled Ballots."

102.9-12. The Spoiled Ballot envelopes shall be retained and secured for no less than fifteen (15) calendar days following finalization of any challenge of the election, at the Records Management Department.

Section D. Rejected Ballots

102.9-13. Rejected Ballots are to be placed in a specially marked container and sealed.

(a) Computer rejected ballots shall be reviewed by the Election Officials to verify the authenticity of the ballot. Ballots rejected because of mutilation shall be added to the final computer total, provided that, a new ballot was not received as set out in sections 102.9-10 through 102.9-12.

(b) Ballots rejected, either during the computer process or during a manual counting, shall be reviewed by the Election Officials to verify that they are authentic. If the Election Officials determine that the ballot is not an official ballot, or that it is an illegal ballot, the ballot shall be designated 'void,' and placed in a sealed container marked "Void Ballots."

102.10. Tabulating and Securing Ballots

Section A. Machine Counted Ballots

102.10-1. When ballots are counted by machine, at the close of polls the Judges shall generate from the ballot counting machine copies of the election totals from the votes cast.

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102.10-2. At least ~~six (6)~~three (3) Election Board members shall sign the election totals, which shall include the tape signed by the members of the Nation before the polls were opened per section 102.9-3(a).

Section B. Manually Counted Ballots

102.10-3. When ballots are manually counted, at the close of polls the Judges shall unlock the ballot box and remove the ballots.

102.10-4. If the ballots need to be counted at a location other than the polling site, the ballots shall be secured in a sealed container for transportation to the ballot counting location. The sealed ballots shall be transported by an Oneida Police Officer with at least three (3) of the Election Officials for counting/tallying of ballots.

102.10-5. The sealed ballots shall be opened at the time of counting by the Election Officials and witnessed/monitored by an Oneida Police Officer.

102.10-6. Ballots must be counted by two different Election Officials until two final tallies are equal in back to back counting. Final tallies shall be verified by the Election Judges.

Section C. Securing Ballots

102.10-7. The Judges shall place together all ballots counted and secure them together so that they cannot be untied or tampered with without breaking the seal. The secured ballots, and the election totals with the signed tape, if applicable, shall then be secured by the Judges in a sealed container in such a manner that the container cannot be opened without breaking the seals or locks, or destroying the container. The Oneida Police Officer shall then deliver, on the day of the election, the sealed container to the Records Management Department for retaining.

102.11. Election Outcome and Ties*Section A. Election Results Announcement*

102.11-1. 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. Notices of election results shall contain the following statement:

"The election results posted here are tentative results. Final election results are forwarded by the Oneida Election Board to the Oneida Business Committee via a Final Report after time has lapsed for recount requests, or challenges or after all recounts or challenges have been completed, whichever is longer"

102.11-2. The Election Board shall post, in the prominent locations, and publish in the Nation's newspaper, the tentative results of an election.

Section B. Tie

102.11-3. In the event of a tie for any office, and where the breaking of a tie is necessary to determine the outcome of an election, the Election Board shall conduct an automatic recount of the votes for each candidate receiving the same number of votes. Any recount conducted shall be the only recount allowed for the tied candidates.

102.11-4. For Business Committee positions, a run-off election between the candidates with the same number of votes shall be held if there remains a tie after the recount. Said run-off election shall be held within twenty one (21) calendar days after the recount. For all other positions, if there remains a tie after the recount, the Election Board shall decide the winner of the tied positions

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at least two (2) business days after, but no more than five (5) business days after the recount through a lot drawing, which shall be open to the public.

(a) The Election Board shall notify each of the tied candidates and the public of the date, time, and place of the drawing at least one (1) business day before the drawing. Notice to the tied candidates shall be in writing. Notice to the public shall be posted by the Election Board in the prominent locations.

(b) On the date and at the time and place the drawing was noticed, the Election Board Chairperson shall clearly write the name of each tied candidate on separate pieces of paper in front of any witnesses present. The pieces of paper shall be the same, or approximately the same, color, size, and type. The papers shall be folded in half and placed in a container selected by the Election Board Chairperson.

(c) The Election Board Chairperson shall designate an uninterested party to draw a name from the container. The candidate whose name is drawn from the container first shall be declared the winner. An Election Board member other than the Chairperson shall remove the remaining pieces of paper from the container and show them to the witnesses present.

Section C. Recount Procedures

102.11-5. A candidate may request the Election Board to complete a recount, provided the margin between the requesting candidate's vote total and vote total for the unofficial winner was within two percent (2%) of the total votes for the office being sought or twenty (20) votes, whichever is greater. A candidate requests a recount by hand delivering a written request to the office of the Nation's Secretary, or noticed designated agent, within five (5) business days after the election. Requests shall be limited to one (1) request per candidate. The Nation's Secretary shall contact the Election Board Chairperson by the next business day after the request for recounts.

102.11-6. The Election Board shall respond by the close of business on the fifth (5th) day after the request regarding the results of the recount. Provided that, no recount request need be honored where there have been two (2) recounts completed as a result of a request either as a recount of the whole election results, or of that sub-section.

102.11-7. All recounts shall be conducted manually with, if possible, the original Election Officials and Oneida Police Officer present, regardless of the original type of counting process. Manual recounts may, at the discretion of the Election Officials, be of the total election results, or of the challenged sub-section of the election results.

102.11-8. The Oneida Police Officer shall be responsible for picking up the locked, sealed container with the ballots from the Records Management Department and transporting it to the ballot recounting location.

102.11-9. A recount shall be conducted by a quorum of the Election Board, including at least three (3) of the original Election Officials. The locked, sealed ballots shall be opened by the Election Board Chairperson and an Oneida Police Officer shall witness the recount.

102.11-10. Recounting of ballots may be performed manually or by computer. All ballots shall be counted until two (2) final tallies are equal in back to back counting and the total count of ballots reconciles with the total count from the ballot counting machine. Sub-sections of candidates may be recounted in lieu of a full recount.

(a) Manually counted ballots shall be recounted by the Election Board. Ballots shall be counted twice by different persons and certified by the Judges.

(b) Computer counted ballots shall be recounted twice and certified by the Judges. Prior

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to using an electronic ballot counting device, it shall be certified as correct either by the maker, lessor of the machine, or Election Board.

Section D. Challenges and Declaration of Results

102.11-11. *Challenges.* Any qualified voter may challenge the results of an election by filing a complaint with the Judiciary within ten (10) calendar days after the election. The Judiciary shall hear and decide a challenge to any election within two (2) business days after the challenge is filed. Any appeal to the appellate body of the Judiciary shall be filed within one (1) business day after the issuance of the lower body's decision and decided within two (2) business days after the appeal is filed.

(a) The person challenging the election results shall prove by clear and convincing evidence that the Election Law was violated or an unfair election was conducted, and that the outcome of the election would have been different but for the violation.

(b) If the Judiciary invalidates the election results, a Special Election shall be ordered by the Judiciary for the office(s) affected to be held on a date set by the Judiciary for as soon as the Election Law allows for a Special Election.

102.11-12. *The Final Report.* The Election Board shall forward a Final Report to the Nation's Secretary after time has lapsed for recount requests, or challenges or after all recounts or challenges have been completed, whichever is longer. The Final Report shall consist of the following information:

(a) Total number of persons voting.

(b) Total votes cast for each candidate by subsection of the ballot.

(c) List of any ties and final results of those ties, including the method of resolution.

(d) List of candidates elected and position elected to.

(e) Number of spoiled ballots.

(f) Cost of the election, including the compensation paid to each Election Board member.

102.11-13. *Declaration of Results.* The Business Committee shall declare the official results of the election and send notices regarding when the swearing in of newly elected officials shall take place within ten (10) business days after receipt of the Final Report.

102.11-14. Candidates elected to the Business Committee shall resign from any salaried position effective prior to taking a Business Committee oath of office

102.11-15. Except in the event of an emergency, as determined by the Business Committee, newly elected officials shall be sworn into office no later than thirty (30) calendar days after the official results of an election are declared by the Business Committee.

(a) If a newly elected official is not sworn in within thirty (30) calendar days, the seat shall be considered vacant and the Election Board shall declare the next highest vote recipient the winner. This procedure shall be repeated as necessary until a winner is declared.

(b) If all vote recipients decline or are otherwise unable to be declared the winner, then a Special Election shall be held.

102.11-16. The Election Board shall send notice to the Records Management Department to destroy the ballots thirty (30) calendar days after the election or after the final declaration of official election results occurs, whichever is longer.

102.12. Elections*Section A. Primary Elections; Business Committee*

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102.12-1. When a primary is required under 102.12-2, it shall be held on a Saturday at least sixty (60) calendar days prior to the election.

102.12-2. There shall be a primary election for Business Committee positions whenever there are three (3) or more candidates for any officer positions or sixteen (16) or more candidates for the at-large council member positions.

(a) The two (2) candidates receiving the highest number of votes cast for each officer position shall be placed on the ballot.

(b) The fifteen (15) candidates receiving the highest number of votes cast for the at-large council member positions shall be placed on the ballot.

(c) Any position where a tie exists to determine the candidates to be placed on the ballot shall include all candidates where the tie exists.

102.12-3. The Election Board shall cancel the primary election if the Business Committee positions did not draw the requisite number of candidates for a primary by the petitioning deadline set for the primary.

102.12-4. In the event a candidate withdraws or is unable to run for office after being declared a winner in the primary, the Election Board shall declare the next highest primary vote recipient the primary winner. This procedure shall be repeated as necessary until the ballot is full or until there are no available candidates. If the ballot has already been printed, the procedures for notifying the Oneida public in section 102.5-11 and 102.5-12 shall be followed, including the requirement to print a notice in the Nation's newspaper if time lines allow.

Section B. Special Elections

102.12-5. Matters subject to a Special Election, i.e., referendum, vacancies, petitions, etc., as defined in this law, may be placed on the same ballot as the subject matter of an election.

102.12-6. Dates of all Special Elections shall be set, as provided for in this law, by the Business Committee as recommended by the Election Board or as ordered by the Judiciary in connection with an election challenge.

102.12-7. Notice of said Special Election shall be posted by the Election Board in the prominent locations, and placed in the Nation's newspaper not less than ten (10) calendar days prior to the Special Election.

102.12-8. In the event of an emergency, the Election Board may reschedule the election, provided that no less than twenty-four (24) hours notice of the rescheduled election date is given to the voters, by posting notices in the prominent locations.

Section C. Referendums

102.12-9. Registered voters may indicate opinions on any development, law or resolution, proposed, enacted, or directed by the Business Committee, or General Tribal Council, in a special referendum election.

(a) Referendum elections in which a majority of the qualified voters who cast votes shall be binding on the Business Committee to present the issue for action/decision at General Tribal Council.

(b) Referendum requests may appear on the next called for election.

(c) Referendum questions are to be presented to the Nation's Secretary, in writing, at the caucus prior to election, regarding issues directly affecting the Nation or general membership.

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Section D. Initiation of Special Elections

102.12-10. Special Elections may be initiated by a request or directive of the General Tribal Council or the Oneida Business Committee.

102.12-11. Special Election may be requested by a member of the Nation to the Business Committee or General Tribal Council.

102.12-12. All Special Elections shall follow rules established for all other elections. This includes positions for all Boards, Committees and Commissions.

102.13. Oneida Nation Constitution and By-law Amendments

102.13-1. Pursuant to Article VI of the Oneida Nation Constitution, amendments to the Oneida Nation Constitution and By-laws may be initiated by the Oneida Business Committee or a petition of qualified voters. The requirements for the Oneida Business Committee's initiation of Constitutional amendments are as provided in the Constitution and as further detailed in the supporting standard operating procedures which the Oneida Business Committee shall adopt. Qualified voters may petition to amend the Oneida Nation Constitution and By-laws by submitting a petition to the Office of the Nation's Secretary which includes the full text of the proposed amendments and signatures that are equal in number to at least ten percent (10%) of all members qualified to vote.

(a) Qualified voters may request a petition form from the Office of the Nation's Secretary.

(b) When a petition form is requested, the Nation's Secretary, or his or her designee, shall direct the Trust Enrollment Department to calculate the number of signatures currently required for a petition submittal, which shall be ten percent (10%) of all members qualified to vote on the date the petition form is requested from the Office of the Nation's Secretary. When the Nation's Secretary receives the calculation from the Trust Enrollment Department, the Nation's Secretary shall provide the requester with the petition form and the number of signatures that are currently required.

(c) Such petitions shall be circulated with all supporting materials and submitted a minimum of ninety (90) days prior to the election at which the proposed amendment is to be voted upon. If a petition includes supporting materials in addition to the petition form, each qualified voter signing the petition shall also acknowledge that the supporting materials were available for review at the time he or she signed the petition by initialing where required on the petition form.

(d) The Nation's Secretary shall forward submitted petitions to the Trust Enrollment Department for verification of signatures and to the Election Board to provide notice that the petition may need to be placed on an upcoming ballot.

(e) If the petition is verified by the Trust Enrollment Department to contain signatures from at least ten percent (10%) of all qualified voters, the Election Board shall make an official announcement of the proposed amendments to the Oneida Nation Constitution at least sixty (60) days prior to the election at which the proposed amendments are to be voted on.

102.13-2. The Election Board shall place any proposed amendments to the Oneida Nation Constitution that meet the requirements contained in 102.13-1 on the ballot at the next general election. Provided that, the Oneida Business Committee or General Tribal Council may order a special election be held to consider the proposed amendments. In such circumstances, the Election Board shall place any proposed amendments to the Oneida Nation Constitution on the ballot at the

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next special election.

102.13-3. The Election Board shall publish any proposed amendments by publishing a sample ballot no less than ten (10) calendar days prior to the election, through a mass mailing. The Trust Enrollment Department shall be notified, by the Election Board Chairperson, no less than twenty (20) calendar days prior to the requested mailing. Copies of such publications shall be prominently posted in each polling place and at administrative offices of the Nation and shall also be published in official Oneida media outlets, which the Oneida Business Committee shall identify by resolution. For the purposes of this section, Oneida administrative offices means the location where the Oneida Business Committee conducts business.

102.13-4. The Election Board shall ensure that the ballot contains a statement of the purpose of the proposed amendments prepared by the Oneida Law Office. The Oneida Law Office shall ensure that the statement of purpose is one hundred (100) words or less exclusive of caption, is a true and impartial statement and is written in such a manner that does not create prejudice for or against the proposed amendment.

102.13-5. Pursuant to Article VI, Section 3 of the Oneida Nation Constitution, proposed amendments that are approved by sixty-five percent (65%) of the qualified voters that vote on that amendment shall become part of the Constitution and By-laws, and shall abrogate or amend existing provisions of the Constitution and By-laws at the end of thirty (30) days after submission of the final election report.

102.13-6. If two (2) or more amendments approved by the voters at the same election conflict, the amendment receiving the highest affirmation vote prevails.

End.

Adopted - June 19, 1993

Amended - June 28, 1995 (Adopted by BC on Behalf of GTC, Completion of Agenda)

Presented for Adoption of 1997 Revisions - GTC-7-6-98-A

Amended- October 11, 2008 (General Tribal Council Meeting)

Amended-GTC-01-04-10-A

Amended – BC-02-25-15-C

Amended – GTC-04-23-17-A

Emergency Amended – BC-03-17-20-B (Expired)

Emergency Amended – BC-05-13-20-H (Expired)

Emergency Amended – BC-06-24-20-B (Expired at Conclusion of 2020 General Election)

Emergency Amended – BC-04-28-21-B (Expired)

Emergency Amended – BC-07-13-22-E (Expired)

Emergency Amended – BC-12-28-22-B (Expired)

Emergency Amended – BC-03-08-23-B (Expired)

Emergency Amended – BC- - - -

Title 1. Government and Finances - Chapter 102

ELECTION

Onayote'a'ká· Tho Ni· Yót Tsi? ayethiyataláko Tsi? Kayanl'hsla

People of the Standing Stone how it is we will appoint them the kind of laws we have

102.1. Purpose and Policy	102.8. Registration of Voters
102.2. Adoption, Amendment, Repeal	102.9. Election Process
102.3. Definitions	102.10. Tabulating and Securing Ballots
102.4. Election Board	102.11. Election Outcome and Ties
102.5. Candidate Eligibility	102.12. Elections
102.6. Selection of Candidates	102.13. Oneida Nation Constitution and By-law Amendments
102.7. Notice of Polling Places	

102.1. Purpose and Policy

102.1-1. It is the policy of the Nation that this law shall govern the procedures for the conduct of orderly elections of the Nation, including pre-election activities such as caucuses and nominations. Because of the desire for orderly and easily understood elections, there has not been an allowance made for write-in candidates on ballots.

102.1-2. This law defines the duties and responsibilities of the Election Board members and other persons employed by the Oneida Nation in the conduct of elections. It is intended to govern all procedures used in the election process.

102.2. Adoption, Amendment, Repeal

102.2-1. This law was adopted by the Oneida General Tribal Council by resolution GTC 07-06-98-A, amended by resolutions GTC-01-04-10-A, BC-02-25-15-C and GTC-04-23-17-A, and amended on an emergency basis by resolution BC-____-____-____.

102.2-2. This law may be amended or repealed by the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act. Actions of the Election Board regarding amendments to this law and policies adopted regarding implementation of this law are to be presented to the Business Committee who shall then adopt or forward action(s) to the General Tribal Council for adoption.

102.2-3. 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.

102.2-4. 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.

102.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

102.3. Definitions

102.3-1. 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.

102.3-2. “Alternate” shall mean an individual appointed by the Business Committee to serve on the Election Board during an election and until election results have been certified.

102.3-3. “Applicant” shall mean a potential candidate who has not yet been officially approved for acceptance on a ballot.

102.3-4. “Business day” shall mean Monday through Friday, 8:00 a.m. – 4:30 p.m., excluding holidays of the Nation.

102.3-5. “Campaigning” shall mean all efforts designed to influence members of the Nation to support or reject a particular candidate of the Nation including, without limitation, advertising, rallying, public speaking, or other communications with members of the Nation.

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102.3-6. "Candidate" shall mean a petitioner or nominee for an elected position whose name is placed on the ballot by the Election Board after successful application.

102.3-7. "Clerk" shall mean the election official who identifies proper registration for the purpose of determining voter eligibility.

102.3-8. "Close of business" shall mean 4:30 p.m. Monday through Friday.

102.3-9. "Conflict of Interest" shall mean any interest, whether it be personal, financial, political or otherwise, in which a Nation elected official, employee, consultant, appointed or elected, member of any board, committee or commission, or their immediate relatives, friends or associates, or any other person with whom they have contact, that conflicts with any right of the Nation to property, information, or any other right to own and operate its enterprises, free from undisclosed competition or other violation of such rights of the Oneida Nation, or as defined in any law or policy of the Nation.

102.3-10. "Election" shall mean every primary and election.

102.3-11. "General election" shall mean the election held every three (3) years in July to elect the Chairperson, Vice-Chairperson, Secretary, Treasurer, and the five Council Members of the Business Committee and may include contests for elected boards, committees and commissions positions.

102.3-12. "Judge" shall mean the election official who informs and advises the Chairperson of discrepancies, complaints and controversy regarding voter eligibility.

102.3-13. "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.

102.3-14. "Lot drawing" shall mean the equal chance method used to select a candidate as the winner of an elected position, in the case of a tie between two (2) or more candidates.

102.3-15. "Nation" means the Oneida Nation.

102.3-16. "Nation's newspaper" shall mean the Kalihwisaks, or any other newspaper operated by the Nation for the benefit of transmitting news to members of the Nation, which is designated by the Election Board as a source for election related news.

102.3-17. "Oneida Police Officer" shall mean an enrolled member of the Oneida Nation who is a police officer on any police force.

102.3-18. "Private property" shall mean any lot of land not owned by the Nation, a residential dwelling or a privately owned business within the boundaries of the Reservation.

102.3-19. "Prominent locations" shall mean the polling places, main doors of the Norbert Hill Center, main doors of the Oneida Community Library, Tsyunhehkwa Retail Store, the Oneida Community Health Center, the SEOTS building and all One-Stop locations.

102.3-20. "Qualified voter" shall mean an enrolled member of the Nation who is eighteen (18) years of age or older.

102.3-21. "Rejected Ballots" shall mean those ballots which are rejected by the vote tabulating machine.

102.3-22. "Spoiled Ballot" shall mean a ballot which contains a voter error or is otherwise marred and is not tabulated.

102.3-23. "Teller" shall mean the election official in charge of collecting and storing of all ballots.

102.4. Election Board

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Section A. Establishment, Composition and Election

102.4-1. An Election Board is hereby created for the purpose of carrying out the provisions of this law and Article III, Sections 2 and 3 of the Oneida Nation Constitution.

102.4-2. The Election Board shall consist of nine (9) elected members. All members shall be elected to terms of three (3) years, not to exceed two (2) consecutive terms.

102.4-3. *Recusal.* An Election Board member shall recuse himself/herself from participating as an Election Board member in any pre-election, election day, or post-election activities while he or she is a petitioner, applicant or candidate in any election or there is otherwise a conflict of interest.

102.4-4. *Removal.* Removal of members shall be pursuant to the Oneida Removal Law. A member who is removed from the Election Board shall be ineligible to serve on the Board for three (3) years from the time he or she is removed from the Election Board.

102.4-5. *Vacancies.* Any vacancy in an unexpired term shall be filled by appointment by the Business Committee for the balance of the unexpired term. The filling of a vacancy may be timed to correspond with the pre-election activities and the needs of the Election Board.

102.4-6. The Election Board shall identify tellers, judges and clerks in advance of an election.

102.4-7 The Business Committee may appoint or reappoint a sufficient number of alternates to the Election Board, as recommended by the Election Board, to assist with election day and pre-election activities.

102.4-8. The Election Board shall choose a Chairperson from amongst themselves as set out in the By-laws of the Election Board, to preside over the meetings. This selection shall be carried out at the first meeting of the Election Board following an election. The Chairperson shall then ask the Election Board to select a Vice-Chairperson and Secretary.

Section B. Duties of the Election Board

102.4-9. The Election Board shall have the following duties, along with other responsibilities listed throughout this law.

- (a) The Election Board shall be in charge of all registration and election procedures; and
- (b) Upon completion of an election, the Election Board shall make a final report on the election results as set out in this law.

Section C. Specific Duties of Officers and Election Board Members

102.4-10. Specific duties of the Chairperson and other Election Board members, in addition to being present at all Election Board meetings and assisting the handicapped through the voting process, are as set out herein:

- (a) Chairperson: Shall preside over meetings of the Election Board; shall select the hearing body for applicants found to be ineligible in accordance with 102.5-6 in the event of an appeal; shall oversee the conduct of the election; shall dismiss the alternates and Trust Enrollment Department personnel when their election day duties are complete; and shall post and report election results.
- (b) Vice-Chairperson: Shall preside over all meetings in the absence of the Chairperson.
- (c) Secretary: Shall keep a record of the meetings and make them available to the Nation's Secretary, other Election Board members and the public as required in the Open Records and Open Meetings Law.
- (d) Clerks: Shall implement the requirements of identifying and registering all voters and determining voter eligibility. Clerks shall work in conjunction with the Trust Enrollment

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Department personnel in the registration process, and assist the Chairperson as directed in conducting the election. Clerks cannot be currently employed by the Trust Enrollment Department.

(e) Tellers: Shall collect and keep safe all ballots, until the election is complete, as determined by this law. Shall assist the Chairperson in conducting the election.

(f) Judges: Shall inform and advise the Chairperson of all aspects of the election conducted under this law. In case of disputes among Election Board members, or between members of the Nation and Election Board members, or any controversy regarding voter eligibility, the Judge(s) shall assist the Chairperson in making a determination. The Judge(s) shall also ensure that all ballots of voters whose eligibility may be in question, remain confidential.

Section D. Compensation Rates

102.4-11. Election Board members are to be compensated at an hourly rate when conducting elections as provided for in the Election Board's bylaws as approved by the Business Committee. The Election Board shall have a budget, approved through the Nation's budgeting process.

102.4-12. The Trust Enrollment Department personnel and Oneida Police Officer(s) shall be compensated at their regular rate of pay out of their respective budgets.

102.5. Candidate Eligibility

Section A. Requirements

102.5-1. In addition to any specific requirements and/or exceptions set out in duly adopted by-laws or other documents, all applicants shall meet the minimum requirements set out in this section in order to become a candidate.

102.5-2. Minimum Requirements. In order to be eligible to be a candidate, applicants shall:

- (a) be an enrolled member of the Nation, as verified by membership rolls of the Nation.
- (b) be a qualified voter on the day of the election.
- (c) provide proof of physical residency as required for the position for which they have been nominated or for which they have petitioned. Proof of residency may be through one (1) or more of the following:
 - (1) a valid Wisconsin driver's license;
 - (2) a bill or pay check stub showing name and physical address of the candidate from the prior or current month;
 - (3) another form of proof that identifies the candidate and that the candidate has physically resided at the address and identifies that address as the primary residence.

102.5-3. No applicant may have a conflict of interest with the position for which they are being considered, provided that any conflict of interest which may be eliminated within thirty (30) calendar days of being elected shall not be considered as a bar to nomination or election.

102.5-4. Applications and petitions where the applicant was not nominated during caucus shall be filed by presenting the information to the Nation's Secretary, or designated agent, during normal business hours, 8:00 to 4:30 Monday through Friday, within five (5) business days after the caucus. No mailed, internal Nation mail delivery, faxed or other delivery method shall be accepted.

102.5-5. The names of the candidates and the positions sought shall be a public record and made available to the public upon the determination of eligibility by the Election Board or the Board's

designated agent.

Section B. Eligibility Review

102.5-6. Applicants found to be ineligible shall have two (2) business days to request an appeal. At least four (4) Election Board members shall constitute a hearing body. The Chairperson shall select the hearing body. The hearing shall be held within two (2) business days of receipt of the appeal. The applicant shall be notified by phone of time and place of the hearing. The decision of the hearing body shall be sent via certified mail or hand delivery within two (2) business days of the hearing. Any appeal from a decision of the Election Board hearing body shall be to the Judiciary on an accelerated schedule.

102.5-7. The Election Board shall be responsible for reviewing the qualifications of applicants to verify eligibility. Any applicant found to be ineligible for a nominated or petitioned for position shall be notified by certified mail return receipt requested. The notice shall provide the following information:

- (a) Position for which they were considered
- (b) Qualification of the position and citation of the source. (Copies of source may be attached.)
- (c) A brief summary explaining why the applicant was found to be ineligible.
- (d) That the applicant has two (2) business days from notification to make an appeal. Appeals must be filed at the location designated on the notice by hand delivery. The location designated shall be on the Reservation. No mailed, internal Nation mail, faxed or other delivery method will be accepted.

Section C. Campaign Financing

102.5-8. Contributions:

- (a) Solicitation of Contributions by Candidates.
 - (1) Candidates shall only accept contributions from individuals who are members of the Nation or individuals related by blood or marriage to the candidate. Candidates may not accept contributions from any business, whether sole proprietorship, partnership, corporation, or other business entity.
 - (2) Candidates shall not solicit or accept contributions in any office or business/facility of the Nation.
- (b) Fines. Violation of the contribution restrictions shall result in a fine imposed by the Election Board in an amount specified in a resolution adopted by the Business Committee.

102.5-9. Campaign Signs and Campaigning:

- (a) Placement of campaign signs:
 - (1) Campaign signs shall not be posted or erected on any property of the Nation except for private property with the owner/tenant's permission.
 - (2) No campaign sign shall exceed sixteen (16) square feet in area. A maximum of seven (7) such signs may be placed on a building or on a lot.
 - (3) No campaign sign shall project beyond the property line into the public right of way.
- (b) Removal of campaign signs. All campaign signs shall be removed within five (5) business days after an election.

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(c) Employees of the Nation shall not engage in campaigning for offices of the Nation during work hours. The Nation's employees shall be subject to disciplinary action under the personnel policies and procedures for political campaigning during work hours.

(d) Enforcement. The Zoning Administrator shall cause to be removed any campaign signs that are not in compliance with this law, in accordance with the Zoning and Shoreland Protection Law.

(e) Fines. Violation of the campaign sign restrictions shall result in a fine imposed by the Election Board in an amount specified in a resolution adopted by the Business Committee.

Section D. Candidate Withdrawal

102.5-10 Any candidate may withdraw his or her name from a ballot if submitted in writing by the candidate prior to submission of the ballot for printing to any Election Board member, excluding alternates.

102.5-11 After printing of the ballot, any candidate may withdraw his or her name from the election by submitting in writing a statement indicating they are withdrawing from the election prior to the opening of the polls to any Election Board member, excluding alternates. This statement shall be posted alongside any sample ballot printed prior to the election in the newspaper or any posting at the polling places.

102.5-12. Candidates withdrawing after opening of the polls shall request, in writing to the Election Board members in charge of the polling place, to be removed from the ballot. The written statement shall be posted next to any posted sample ballot.

102.5-13. Candidates withdrawing by any method listed herein shall be denied any position from which they have withdrawn regardless of the number of votes cast for that candidate. A written statement shall be considered the only necessary evidence of withdrawal and acceptance of denial of any position withdrawn from.

102.5-14. Candidate Withdrawal After Winning an Election.

(a) In the event a candidate declines an office after winning an election, the Election Board shall declare the next highest vote recipient the winner. This procedure shall be repeated as necessary until a winner is declared.

(b) If all vote recipients decline or are otherwise unable to be declared the winner, then a Special Election shall be held.

2.6. Selection of Candidates*Section A. Setting of Caucus*

102.6-1. The Election Board shall be responsible for calling a caucus before any election is held. The caucus for the general election shall be held at least ninety (90) calendar days prior to the election date. Caucuses for other elections shall be held at least forty-five (45) calendar days prior to the election date. In a general election year, caucuses shall be combined so that candidates for the Business Committee and elected boards, committees and commissions are nominated at the same caucus.

102.6-2. The procedures for the caucus shall be as follows:

(a) Candidates shall be nominated from the floor.

(b) Candidates present at the caucus will accept/decline their nomination at the caucus. Candidates nominated at the caucus, but not present to accept the nomination, shall be required to follow the petition process.

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(c) Nominations shall consist of the following positions: Chairperson, Vice-Chairperson, Treasurer, Secretary, Council Member and other elected positions as required by by-laws or creating documents of a board, committee, or commission.

Section B. Petition

102.6-3. Any eligible member of the Nation may petition to be placed on a ballot according to the following procedures:

(a) Each petitioner, not nominated at caucus, shall file a petition containing endorsee's original signatures; photocopies shall not be accepted.

(b) Petitioners shall use an official petition form as designated by this law which may be obtained in the Office of the Nation's Secretary or from the mailing for that caucus.

(c) The petition form shall consist of each endorsee's:

(1) printed name and address;

(2) date of birth;

(3) Oneida Nation Enrollment Number; and

(4) signature.

(d) Petitioners shall obtain not less than ten (10) signatures of qualified voters as defined under this law.

(e) Petitions shall be presented to the Nation's Secretary, or designated agent, during normal business hours, 8:00 to 4:30 Monday through Friday, but no later than prior to close of business five (5) business days after the caucus. The location to drop-off petitions shall be identified in the mailing identifying the caucus date.

(f) The Nation's Secretary shall forward all petitions to the Election Board Chairperson the next business day following the close of petition submissions.

(g) The Election Board shall have the Trust Enrollment Department verify all signatures contained on the petition.

102.6-4. A person who runs for a position on the Oneida Business Committee, or a position on a judicial court or commission, shall not run for more than one (1) elective office or seat per election.

102.7. Notice of Polling Places

102.7-1. The Election Board shall post a notice in the prominent locations, stating the location of the polling places and the time the polls will be open. This notice shall also be posted in an easily visible position, close to the entrance of the Nation's businesses/facilities.

102.7-2. Polling information shall be posted no less than ten (10) calendar days prior to the election, and shall remain posted until the poll closes on the day of the election.

102.7-3. Except for a Special Election, notice for the election shall be mailed to all Nation members, stating the time and place of the election and a sample of the ballot, no less than ten (10) calendar days prior to the election, through a mass mailing. The Trust Enrollment Department shall be notified, by the Election Board Chairperson, no less than twenty (20) calendar days prior to the requested mailing.

102.7-4. Notice of the election shall be placed in the Nation's newspaper.

102.8. Registration of Voters

Section A. Requirements

102.8-1. *Registration of Voters.* All enrolled members of the Nation, who are eighteen (18) years

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of age or over, are qualified voters of such election(s) as defined in Article III, Section 2 of the Oneida Nation Constitution.

Section B. Identification of Voters

102.8-2. All voters must present one of the following picture identifications in order to be able to vote:

- (a) Oneida Nation I.D.
- (b) Drivers License.
- (c) Other I.D. with name and photo.

Section C. Registration Procedures

102.8-3. Voters shall physically register, on the day of the election, at the polls.

102.8-4. Trust Enrollment Department personnel shall be responsible for verifying enrollment with the Nation. Conduct of Trust Enrollment Department personnel is governed by the Election Officials during the voting period.

102.8-5. Every person who intends to vote must sign his/her name on an official Voter Registration Form containing the voter's following information:

- (a) name and maiden name (if any);
- (b) current address;
- (c) date of birth; and
- (d) enrollment number.

Section D. Qualification/Verification of Voter Eligibility

102.8-6. Should a question or dispute arise as to the eligibility of a voter being qualified to vote, the Judges of the Election Officials appointed by the Election Board Chairperson shall meet with the Trust Enrollment Department personnel who are registering voters, to decide the voting member's eligibility currently being questioned and shall make such decisions from the facts available, whether the applicant is, in fact, qualified/verifiable under the Oneida Nation Constitution, Article III Section 2, to vote in the Nation's elections.

102.8-7. Any voter denied eligibility shall be allowed to vote, provided that the ballot shall be placed in an envelope, initialed by two (2) Election Officials, sealed and numbered. The name of the voter shall be written next to a numbered list which corresponds to the numbered and sealed envelope. The voter shall be required to mail a written appeal to the Election Board at P.O. Box 413, Oneida, Wisconsin, 54155, postmarked within two (2) business days of the election if they desire to challenge the decision made by the Election Officials. The Election Board shall make a final decision, within five (5) business days of receiving the appeal and shall report this decision in the final report sent to the Oneida Business Committee.

102.9. Election Process*Section A. Polling Places and Times*

102.9-1. In accordance with Article III, Section 5 of the Oneida Nation Constitution, elections shall be held in the month of July on a date set by the General Tribal Council. The General Tribal Council shall set the election date at the January annual meeting, or at the first GTC meeting held during a given year. Special Elections shall be set in accordance with 102.12-6.

102.9-2. Elections shall be held in an Oneida Nation facility(s) as determined by the Election

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Board.

102.9-3. Voting for elections shall begin at 7:00 a.m. and shall end at 7:00 p.m. All voters in line to vote at 7:00 p.m. shall be allowed to vote.

(a) If a ballot counting machine is used, the ballot counting machine shall be prepared prior to 7:00 a.m. on the day of the election. The Judges shall open the polls only after four

(4) members of the Nation verify, through signature on the tape, the ballot box is empty and the ballot counting machine printer tape has a zero (0) total count.

102.9-4. At least one (1) Oneida Police Officer shall be present during the time the polls are open, and until the counting of ballots is completed, and tentative results posted.

102.9-5. The Election Board shall provide a voting area sufficiently isolated for each voter such that there is an area with at least two sides and a back enclosure.

102.9-6. No campaigning of any type shall be conducted within two hundred eighty (280) feet of the voting area, excluding private property.

102.9-7. No one causing a disturbance shall be allowed in the voting area.

102.9-8. Election Board members may restrict the voting area to qualified voters only. This restriction is in the interest of maintaining security of the ballots and voting process.

Section B. Ballot Box

102.9-9. All ballots being votes, shall be placed in a receptacle clearly marked "Ballot Box" and shall be locked until counting at the close of polls. Provided that, with electronic ballot counting, the ballots may be placed within the ballot counting machine as they are received.

Section C. Spoiled Ballots

102.9-10. If a voter spoils his/her ballot, he/she shall be given a new ballot.

102.9-11. The spoiled ballot shall be marked "VOID" and initialed by two (2) Election Officials and placed in an envelope marked as "Spoiled Ballots."

102.9-12. The Spoiled Ballot envelopes shall be retained and secured for no less than fifteen (15) calendar days following finalization of any challenge of the election, at the Records Management Department.

Section D. Rejected Ballots

102.9-13. Rejected Ballots are to be placed in a specially marked container and sealed.

(a) Computer rejected ballots shall be reviewed by the Election Officials to verify the authenticity of the ballot. Ballots rejected because of mutilation shall be added to the final computer total, provided that, a new ballot was not received as set out in sections 102.9-10 through 102.9-12.

(b) Ballots rejected, either during the computer process or during a manual counting, shall be reviewed by the Election Officials to verify that they are authentic. If the Election Officials determine that the ballot is not an official ballot, or that it is an illegal ballot, the ballot shall be designated 'void,' and placed in a sealed container marked "Void Ballots."

102.10. Tabulating and Securing Ballots

Section A. Machine Counted Ballots

102.10-1. When ballots are counted by machine, at the close of polls the Judges shall generate from the ballot counting machine copies of the election totals from the votes cast.

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102.10-2. At least three (3) Election Board members shall sign the election totals, which shall include the tape signed by the members of the Nation before the polls were opened per section 102.9-3(a).

Section B. Manually Counted Ballots

102.10-3. When ballots are manually counted, at the close of polls the Judges shall unlock the ballot box and remove the ballots.

102.10-4. If the ballots need to be counted at a location other than the polling site, the ballots shall be secured in a sealed container for transportation to the ballot counting location. The sealed ballots shall be transported by an Oneida Police Officer with at least three (3) of the Election Officials for counting/tallying of ballots.

102.10-5. The sealed ballots shall be opened at the time of counting by the Election Officials and witnessed/monitored by an Oneida Police Officer.

102.10-6. Ballots must be counted by two different Election Officials until two final tallies are equal in back to back counting. Final tallies shall be verified by the Election Judges.

Section C. Securing Ballots

102.10-7. The Judges shall place together all ballots counted and secure them together so that they cannot be untied or tampered with without breaking the seal. The secured ballots, and the election totals with the signed tape, if applicable, shall then be secured by the Judges in a sealed container in such a manner that the container cannot be opened without breaking the seals or locks, or destroying the container. The Oneida Police Officer shall then deliver, on the day of the election, the sealed container to the Records Management Department for retaining.

102.11. Election Outcome and Ties*Section A. Election Results Announcement*

102.11-1. 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. Notices of election results shall contain the following statement:

"The election results posted here are tentative results. Final election results are forwarded by the Oneida Election Board to the Oneida Business Committee via a Final Report after time has lapsed for recount requests, or challenges or after all recounts or challenges have been completed, whichever is longer"

102.11-2. The Election Board shall post, in the prominent locations, and publish in the Nation's newspaper, the tentative results of an election.

Section B. Tie

102.11-3. In the event of a tie for any office, and where the breaking of a tie is necessary to determine the outcome of an election, the Election Board shall conduct an automatic recount of the votes for each candidate receiving the same number of votes. Any recount conducted shall be the only recount allowed for the tied candidates.

102.11-4. For Business Committee positions, a run-off election between the candidates with the same number of votes shall be held if there remains a tie after the recount. Said run-off election shall be held within twenty one (21) calendar days after the recount. For all other positions, if there remains a tie after the recount, the Election Board shall decide the winner of the tied positions

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at least two (2) business days after, but no more than five (5) business days after the recount through a lot drawing, which shall be open to the public.

(a) The Election Board shall notify each of the tied candidates and the public of the date, time, and place of the drawing at least one (1) business day before the drawing. Notice to the tied candidates shall be in writing. Notice to the public shall be posted by the Election Board in the prominent locations.

(b) On the date and at the time and place the drawing was noticed, the Election Board Chairperson shall clearly write the name of each tied candidate on separate pieces of paper in front of any witnesses present. The pieces of paper shall be the same, or approximately the same, color, size, and type. The papers shall be folded in half and placed in a container selected by the Election Board Chairperson.

(c) The Election Board Chairperson shall designate an uninterested party to draw a name from the container. The candidate whose name is drawn from the container first shall be declared the winner. An Election Board member other than the Chairperson shall remove the remaining pieces of paper from the container and show them to the witnesses present.

Section C. Recount Procedures

102.11-5. A candidate may request the Election Board to complete a recount, provided the margin between the requesting candidate's vote total and vote total for the unofficial winner was within two percent (2%) of the total votes for the office being sought or twenty (20) votes, whichever is greater. A candidate requests a recount by hand delivering a written request to the office of the Nation's Secretary, or noticed designated agent, within five (5) business days after the election. Requests shall be limited to one (1) request per candidate. The Nation's Secretary shall contact the Election Board Chairperson by the next business day after the request for recounts.

102.11-6. The Election Board shall respond by the close of business on the fifth (5th) day after the request regarding the results of the recount. Provided that, no recount request need be honored where there have been two (2) recounts completed as a result of a request either as a recount of the whole election results, or of that sub-section.

102.11-7. All recounts shall be conducted manually with, if possible, the original Election Officials and Oneida Police Officer present, regardless of the original type of counting process. Manual recounts may, at the discretion of the Election Officials, be of the total election results, or of the challenged sub-section of the election results.

102.11-8. The Oneida Police Officer shall be responsible for picking up the locked, sealed container with the ballots from the Records Management Department and transporting it to the ballot recounting location.

102.11-9. A recount shall be conducted by a quorum of the Election Board, including at least three (3) of the original Election Officials. The locked, sealed ballots shall be opened by the Election Board Chairperson and an Oneida Police Officer shall witness the recount.

102.11-10. Recounting of ballots may be performed manually or by computer. All ballots shall be counted until two (2) final tallies are equal in back to back counting and the total count of ballots reconciles with the total count from the ballot counting machine. Sub-sections of candidates may be recounted in lieu of a full recount.

(a) Manually counted ballots shall be recounted by the Election Board. Ballots shall be counted twice by different persons and certified by the Judges.

(b) Computer counted ballots shall be recounted twice and certified by the Judges. Prior

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to using an electronic ballot counting device, it shall be certified as correct either by the maker, lessor of the machine, or Election Board.

Section D. Challenges and Declaration of Results

102.11-11. *Challenges.* Any qualified voter may challenge the results of an election by filing a complaint with the Judiciary within ten (10) calendar days after the election. The Judiciary shall hear and decide a challenge to any election within two (2) business days after the challenge is filed. Any appeal to the appellate body of the Judiciary shall be filed within one (1) business day after the issuance of the lower body's decision and decided within two (2) business days after the appeal is filed.

(a) The person challenging the election results shall prove by clear and convincing evidence that the Election Law was violated or an unfair election was conducted, and that the outcome of the election would have been different but for the violation.

(b) If the Judiciary invalidates the election results, a Special Election shall be ordered by the Judiciary for the office(s) affected to be held on a date set by the Judiciary for as soon as the Election Law allows for a Special Election.

102.11-12. *The Final Report.* The Election Board shall forward a Final Report to the Nation's Secretary after time has lapsed for recount requests, or challenges or after all recounts or challenges have been completed, whichever is longer. The Final Report shall consist of the following information:

(a) Total number of persons voting.

(b) Total votes cast for each candidate by subsection of the ballot.

(c) List of any ties and final results of those ties, including the method of resolution.

(d) List of candidates elected and position elected to.

(e) Number of spoiled ballots.

(f) Cost of the election, including the compensation paid to each Election Board member.

102.11-13. *Declaration of Results.* The Business Committee shall declare the official results of the election and send notices regarding when the swearing in of newly elected officials shall take place within ten (10) business days after receipt of the Final Report.

102.11-14. Candidates elected to the Business Committee shall resign from any salaried position effective prior to taking a Business Committee oath of office

102.11-15. Except in the event of an emergency, as determined by the Business Committee, newly elected officials shall be sworn into office no later than thirty (30) calendar days after the official results of an election are declared by the Business Committee.

(a) If a newly elected official is not sworn in within thirty (30) calendar days, the seat shall be considered vacant and the Election Board shall declare the next highest vote recipient the winner. This procedure shall be repeated as necessary until a winner is declared.

(b) If all vote recipients decline or are otherwise unable to be declared the winner, then a Special Election shall be held.

102.11-16. The Election Board shall send notice to the Records Management Department to destroy the ballots thirty (30) calendar days after the election or after the final declaration of official election results occurs, whichever is longer.

102.12. Elections*Section A. Primary Elections; Business Committee*

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102.12-1. When a primary is required under 102.12-2, it shall be held on a Saturday at least sixty (60) calendar days prior to the election.

102.12-2. There shall be a primary election for Business Committee positions whenever there are three (3) or more candidates for any officer positions or sixteen (16) or more candidates for the at-large council member positions.

(a) The two (2) candidates receiving the highest number of votes cast for each officer position shall be placed on the ballot.

(b) The fifteen (15) candidates receiving the highest number of votes cast for the at-large council member positions shall be placed on the ballot.

(c) Any position where a tie exists to determine the candidates to be placed on the ballot shall include all candidates where the tie exists.

102.12-3. The Election Board shall cancel the primary election if the Business Committee positions did not draw the requisite number of candidates for a primary by the petitioning deadline set for the primary.

102.12-4. In the event a candidate withdraws or is unable to run for office after being declared a winner in the primary, the Election Board shall declare the next highest primary vote recipient the primary winner. This procedure shall be repeated as necessary until the ballot is full or until there are no available candidates. If the ballot has already been printed, the procedures for notifying the Oneida public in section 102.5-11 and 102.5-12 shall be followed, including the requirement to print a notice in the Nation's newspaper if time lines allow.

Section B. Special Elections

102.12-5. Matters subject to a Special Election, i.e., referendum, vacancies, petitions, etc., as defined in this law, may be placed on the same ballot as the subject matter of an election.

102.12-6. Dates of all Special Elections shall be set, as provided for in this law, by the Business Committee as recommended by the Election Board or as ordered by the Judiciary in connection with an election challenge.

102.12-7. Notice of said Special Election shall be posted by the Election Board in the prominent locations, and placed in the Nation's newspaper not less than ten (10) calendar days prior to the Special Election.

102.12-8. In the event of an emergency, the Election Board may reschedule the election, provided that no less than twenty-four (24) hours notice of the rescheduled election date is given to the voters, by posting notices in the prominent locations.

Section C. Referendums

102.12-9. Registered voters may indicate opinions on any development, law or resolution, proposed, enacted, or directed by the Business Committee, or General Tribal Council, in a special referendum election.

(a) Referendum elections in which a majority of the qualified voters who cast votes shall be binding on the Business Committee to present the issue for action/decision at General Tribal Council.

(b) Referendum requests may appear on the next called for election.

(c) Referendum questions are to be presented to the Nation's Secretary, in writing, at the caucus prior to election, regarding issues directly affecting the Nation or general membership.

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Section D. Initiation of Special Elections

102.12-10. Special Elections may be initiated by a request or directive of the General Tribal Council or the Oneida Business Committee.

102.12-11. Special Election may be requested by a member of the Nation to the Business Committee or General Tribal Council.

102.12-12. All Special Elections shall follow rules established for all other elections. This includes positions for all Boards, Committees and Commissions.

102.13. Oneida Nation Constitution and By-law Amendments

102.13-1. Pursuant to Article VI of the Oneida Nation Constitution, amendments to the Oneida Nation Constitution and By-laws may be initiated by the Oneida Business Committee or a petition of qualified voters. The requirements for the Oneida Business Committee's initiation of Constitutional amendments are as provided in the Constitution and as further detailed in the supporting standard operating procedures which the Oneida Business Committee shall adopt. Qualified voters may petition to amend the Oneida Nation Constitution and By-laws by submitting a petition to the Office of the Nation's Secretary which includes the full text of the proposed amendments and signatures that are equal in number to at least ten percent (10%) of all members qualified to vote.

(a) Qualified voters may request a petition form from the Office of the Nation's Secretary.

(b) When a petition form is requested, the Nation's Secretary, or his or her designee, shall direct the Trust Enrollment Department to calculate the number of signatures currently required for a petition submittal, which shall be ten percent (10%) of all members qualified to vote on the date the petition form is requested from the Office of the Nation's Secretary. When the Nation's Secretary receives the calculation from the Trust Enrollment Department, the Nation's Secretary shall provide the requester with the petition form and the number of signatures that are currently required.

(c) Such petitions shall be circulated with all supporting materials and submitted a minimum of ninety (90) days prior to the election at which the proposed amendment is to be voted upon. If a petition includes supporting materials in addition to the petition form, each qualified voter signing the petition shall also acknowledge that the supporting materials were available for review at the time he or she signed the petition by initialing where required on the petition form.

(d) The Nation's Secretary shall forward submitted petitions to the Trust Enrollment Department for verification of signatures and to the Election Board to provide notice that the petition may need to be placed on an upcoming ballot.

(e) If the petition is verified by the Trust Enrollment Department to contain signatures from at least ten percent (10%) of all qualified voters, the Election Board shall make an official announcement of the proposed amendments to the Oneida Nation Constitution at least sixty (60) days prior to the election at which the proposed amendments are to be voted on.

102.13-2. The Election Board shall place any proposed amendments to the Oneida Nation Constitution that meet the requirements contained in 102.13-1 on the ballot at the next general election. Provided that, the Oneida Business Committee or General Tribal Council may order a special election be held to consider the proposed amendments. In such circumstances, the Election Board shall place any proposed amendments to the Oneida Nation Constitution on the ballot at the

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next special election.

102.13-3. The Election Board shall publish any proposed amendments by publishing a sample ballot no less than ten (10) calendar days prior to the election, through a mass mailing. The Trust Enrollment Department shall be notified, by the Election Board Chairperson, no less than twenty (20) calendar days prior to the requested mailing. Copies of such publications shall be prominently posted in each polling place and at administrative offices of the Nation and shall also be published in official Oneida media outlets, which the Oneida Business Committee shall identify by resolution. For the purposes of this section, Oneida administrative offices means the location where the Oneida Business Committee conducts business.

102.13-4. The Election Board shall ensure that the ballot contains a statement of the purpose of the proposed amendments prepared by the Oneida Law Office. The Oneida Law Office shall ensure that the statement of purpose is one hundred (100) words or less exclusive of caption, is a true and impartial statement and is written in such a manner that does not create prejudice for or against the proposed amendment.

102.13-5. Pursuant to Article VI, Section 3 of the Oneida Nation Constitution, proposed amendments that are approved by sixty-five percent (65%) of the qualified voters that vote on that amendment shall become part of the Constitution and By-laws, and shall abrogate or amend existing provisions of the Constitution and By-laws at the end of thirty (30) days after submission of the final election report.

102.13-6. If two (2) or more amendments approved by the voters at the same election conflict, the amendment receiving the highest affirmation vote prevails.

End.

Adopted - June 19, 1993

Amended - June 28, 1995 (Adopted by BC on Behalf of GTC, Completion of Agenda)

Presented for Adoption of 1997 Revisions - GTC-7-6-98-A

Amended- October 11, 2008 (General Tribal Council Meeting)

Amended-GTC-01-04-10-A

Amended – BC-02-25-15-C

Amended – GTC-04-23-17-A

Emergency Amended – BC-03-17-20-B (Expired)

Emergency Amended – BC-05-13-20-H (Expired)

Emergency Amended – BC-06-24-20-B (Expired at Conclusion of 2020 General Election)

Emergency Amended – BC-04-28-21-B (Expired)

Emergency Amended – BC-07-13-22-E (Expired)

Emergency Amended – BC-12-28-22-B (Expired)

Emergency Amended – BC-03-08-23-B (Expired)

Emergency Amended – BC-__-__-__-__

Adopt resolution entitled Amendments to the Landlord Tenant Law

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. Session:

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: Personnel Related

3. Requested Motion:

☐ Accept as information; OR

Adopt the resolution entitled, Amendments to the Landlord Tenant Law.

4. Areas potentially impacted or affected by this request:

☐ Finance

☐ Programs/Services

☐ Law Office

☐ DTS

☐ Gaming/Retail

☐ Boards, Committees, or Commissions

☒ Other:

5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

- | | | |
|---|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input checked="" type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input checked="" type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input checked="" type="checkbox"/> Other: Legislative Analysis | | |

7. Budget Information:

- | | |
|---|--|
| <input type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Other: <i>Describe</i> | |

8. Submission:

Authorized Sponsor: Jameson Wilson, Councilman

Primary Requestor: Clorissa N. Leeman, LRO Senior Staff Attorney



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



TO: Oneida Business Committee
 FROM: Jameson Wilson, LOC Chairperson
 DATE: June 25, 2025
 RE: Adoption of Amendments to the Landlord Tenant Law

Please find the following attached backup documentation for your consideration of the adoption of amendments to the Landlord Tenant Law:

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

Overview

The purpose of the Landlord Tenant Law is to provide mechanisms for protecting the rights of the landlords and tenants on all land owned by the Nation or members of the Nation within the Reservation boundaries. [6 O.C. 611.1-1]. Amendments to the Landlord Tenant Law are being sought to:

- Expand the scope of the law to include all land owned by the Nation or members of the Nation within the Reservation boundaries instead of only to the Nation's rental programs. [6 O.C. 611.1-1].
- Expand the Nation's policy of providing a fair process to landlords and tenants of the Nation's rental programs to include all residents of the Nation. [6 O.C. 611.1-2].
- Expand the definition of landlord to include any person or entity within the Nation's jurisdiction, instead of limiting it to the Nation acting in its capacity as the landlord. [6 O.C. 611.3-1(b)].
- Redefine "rule" to grant rulemaking authority solely to the Comprehensive Housing Division instead of jointly to the Land Commission and the Comprehensive Housing Division. [6 O.C. 611.3-1(g)]. The Land Commission's rulemaking authorities are eliminated as follows:
 - Naming programs and providing specific requirements and regulations that apply to said programs. [6 O.C. 611.10-1]
 - Disposition of personal property on Tribal land. [6 O.C. 611.5-2(c)].
 - How and when rent shall be decreased due to untenability. [6 O.C. 611.5-3(c)(2)].
 - Governing the selection of applicants for the issuance of rental agreements. [current 6 O.C. 611.4-3].
- Remove rulemaking authority over applicant selection for the issuance of rental agreements from both the Land Commission and the Comprehensive Housing Division. current 6 O.C. 611.4-3].

- Organize the law to flow from general to specific in accordance with the Legislative Procedures Act. *[1 O.C. 109.11-1(d)]*. The Rental Program section is limited to rental programs managed by the Comprehensive Housing Division, these programs now occupy a subset of landlord tenant relationships under the proposed amendments expanded scope of landlord tenant relationships. *[6 O.C. 611.1-1]*. Therefore, the Rental Program section is moved from the beginning of the law to the end. *[current 6 O.C. 611.4]. [proposed 6 O.C. 611.10]*.
- Clarify that rental agreements shall state that nothing in the agreement may be considered a waiver of the Nation's sovereign immunity when the Nation is acting in its capacity as a landlord. *[6 O.C. 611.4-2(a)(5)]*.
- Clarify that all landlords or their staff must keep a written log of the date and the work time expended storing and/or removing personal property and/or removing debris left at the property after the expiration of the timeframe provided in the order to vacate. *[6 O.C. 611.5-2(b)]*.
- Remove language applying any section of this law to leases. *[6 O.C. 611.5-3]*.
- Clarify that a landlord may bring an action for eviction when it is authorized by the Eviction and Termination law based on contacts with an entity for law enforcement services, health services, or safety services. *[6 O.C. 611.4-(b)(1)(C)]*.
- Provide that when the Nation is the landlord, and a property has become untenable due to damage by fire, water or other casualty, or because of any condition hazardous to health, or if there is a substantial violation of 611.5-3(a) materially affecting the health and safety of the tenant, alternative housing shall be provided if it is reasonably available. *[6 O.C. 611.5-3(c)(4)]*.
- Expand protections provided to a child of a tenant to a child of the household when the landlord is presented with documentation of any of the following:
 - An injunction order under Wis. Stat. 813.122 protecting a child from a co-tenant;
 - An injunction order or criminal complaint filed under Wis. Stat. 813.125(4) protecting a child from a co-tenant, based on the co-tenant's engaging in an act that would constitute sexual assault under Wis. Stat. 940.225, 948.02 and 948.025;
 - A criminal complaint filed under Wis. Stat. 940.32 alleging the co-tenant stalked the child. *[6 O.C. 611.6-1(b), (c), (e), and (f)]*.
- Make other minor drafting changes throughout the Law.

The Legislative Operating Committee developed the proposed amendments to the Landlord Tenant Law through collaboration with representatives from the Comprehensive Housing Division, Oneida Law Office, Land Management, and General Manager. The Legislative Operating Committee held seven (7) work meetings on the development of the amendments to the Landlord Tenant Law.

The development of the amendments to the Landlord Tenant Law complies with all processes and procedures required by the Legislative Procedures Act, including the development of a legislative analysis, a fiscal analysis, and the opportunity for public review during a public meeting and public comment period. *[1 O.C. 109.6, 109.7, 109.8]*.

The Legislative Operating Committee held a public meeting on the proposed amendments to the Landlord Tenant Law on March 14, 2025. No individuals provided public comments during this public meeting. The public comment period was then held open until March 21, 2025. One (1) individual provided written comments during the public comment period.

The amendments to the Landlord Tenant Law will become effective immediately, June 25, 2025.

Requested Action

Adopt the Resolution: Amendments to the Landlord Tenant Law.

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # Amendments to the Landlord Tenant 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 Landlord Tenant Law ("the Law") was adopted by the Oneida Business Committee through resolution BC-10-12-16-C, and amended by resolution BC-12-13-17-D; and
- WHEREAS,** the purpose of this Law is to provide mechanisms for protecting the rights of the landlords and tenants on all land owned by the Nation or members of the Nation within the Reservation boundaries; and
- WHEREAS,** the amendments to the Law expand the scope of the law to include all land owned by the Nation or members of the Nation within the Reservation boundaries instead of only to the Nation's rental programs; and
- WHEREAS,** the amendments to the Law expand the Nation's policy of providing a fair process to landlords and tenants of the Nation's rental programs to include all residents of the Nation; and
- WHEREAS,** the amendments to the Law expand the definition of landlord to include any person or entity within the Nation's jurisdiction, instead of limiting it to the Nation acting in its capacity as the landlord; and
- WHEREAS,** the amendments to the Law redefine "rule" to grant rulemaking authority solely to the Comprehensive Housing Division instead of jointly to the Land Commission and the Comprehensive Housing Division; and
- WHEREAS,** the amendments to the Law remove rulemaking authority over applicant selection for the issuance of rental agreements from both the Land Commission and the Comprehensive Housing Division; and
- WHEREAS,** the amendments to the Law organize the law to flow from general to specific in accordance with the Legislative Procedures Act; and

WHEREAS, the amendments to the Law clarify that rental agreements shall state that nothing in the agreement may be considered a waiver of the Nation's sovereign immunity when the Nation is acting in its capacity as a landlord; and

WHEREAS, the amendments to the Law clarify that all landlords or their staff must keep a written log of the date and the work time expended storing and/or removing personal property and/or removing debris left at the property after the expiration of the timeframe provided in the order to vacate; and

WHEREAS, the amendments to the Law remove language applying any section of this law to leases; and

WHEREAS, the amendments to the Law clarify that a landlord may bring an action for eviction when it is authorized by the Eviction and Termination law based on contacts with an entity for law enforcement services, health services, or safety; and

WHEREAS, the amendments to the Law provide that when the Nation is the landlord, and a property has become untenable due to damage by fire, water or other casualty, or because of any condition hazardous to health, or if there is a substantial violation of 611.5-3(a) materially affecting the health and safety of the tenant, alternative housing shall be provided if it is reasonably available; and

WHEREAS, the amendments to the Law Expand protections provided to a child of a tenant to a child of the household when the landlord is presented with documentation of any of the following:

- An injunction order under Wis. Stat. 813.122 protecting a child from a co-tenant;
- An injunction order or criminal complaint filed under Wis. Stat. 813.125(4) protecting a child from a co-tenant, based on the co-tenant's engaging in an act that would constitute sexual assault under Wis. Stat. 940.225, 948.02 and 948.025;
- A criminal complaint filed under Wis. Stat. 940.32 alleging the co-tenant stalked the child. [6 O.C. 611.6-1(b), (c), (e), and (f)]; and

WHEREAS, the Legislative Operating Committee developed the proposed amendments to the Law through collaboration with representatives from the Comprehensive Housing Division, Land Management, Oneida Law Office, General Manager; and

WHEREAS, in accordance with the Legislative Procedures Act a legislative analysis and fiscal impact statement were completed for the proposed amendments to the Law; and

WHEREAS, the Legislative Operating Committee held a public meeting on the proposed amendments to the Law on March 14, 2025, with no individuals providing oral comments, and the public comment period for the amendments to this Law was held open until March 21, 2025, with one (1) individual providing written comments; and

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee hereby adopts the amendments to the Landlord Tenant Law, which shall become effective on June 25, 2025.



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



Statement of Effect *Amendments to the Landlord Tenant Law*

Summary

This resolution adopts amendments to the Landlord Tenant Law.

Submitted by: Grace L. Elliott, Staff Attorney, Legislative Reference Office

Date: June 18, 2025

Analysis by the Legislative Reference Office

This resolution adopts amendments to the Landlord Tenant Law. The purpose of the Landlord Tenant Law is to provide mechanisms for protecting the rights of the landlords and tenants on all land owned by the Nation or members of the Nation within the Reservation boundaries. [6 O.C. 611.1-1]. Amendments to the Landlord Tenant Law are being sought to:

- Expand the scope of the law to include all land owned by the Nation or members of the Nation within the Reservation boundaries instead of only to the Nation's rental programs. [6 O.C. 611.1-1].
- Expand the Nation's policy of providing a fair process to landlords and tenants of the Nation's rental programs to include all residents of the Nation. [6 O.C. 611.1-2].
- Expand the definition of landlord to include any person or entity within the Nation's jurisdiction, instead of limiting it to the Nation acting in its capacity as the landlord. [6 O.C. 611.3-1(b)].
- Redefine "rule" to grant rulemaking authority solely to the Comprehensive Housing Division instead of jointly to the Land Commission and the Comprehensive Housing Division. [6 O.C. 611.3-1(g)]. The Land Commission's rulemaking authorities are eliminated as follows:
 - Naming programs and providing specific requirements and regulations that apply to said programs. [6 O.C. 611.10-1]
 - Disposition of personal property on Tribal land. [6 O.C. 611.5-2(c)].
 - How and when rent shall be decreased due to untenability. [6 O.C. 611.5-3(c)(2)].
 - Governing the selection of applicants for the issuance of rental agreements. [current 6 O.C. 611.4-3].
- Remove rulemaking authority over applicant selection for the issuance of rental agreements from both the Land Commission and the Comprehensive Housing Division. current 6 O.C. 611.4-3].
- Organize the law to flow from general to specific in accordance with the Legislative Procedures Act. [1 O.C. 109.11-1(d)]. The Rental Program section is limited to rental programs managed by the Comprehensive Housing Division, these programs now occupy a subset of landlord tenant relationships under the proposed amendments expanded scope of landlord tenant relationships. [6 O.C. 611.1-1]. Therefore, the Rental Program section is moved from the beginning of the law to the end. [current 6 O.C. 611.4]. [proposed 6 O.C. 611.10].

- Clarify that rental agreements shall state that nothing in the agreement may be considered a waiver of the Nation's sovereign immunity when the Nation is acting in its capacity as a landlord. *[6 O.C. 611.4-2(a)(5)]*.
- Clarify that all landlords or their staff must keep a written log of the date and the work time expended storing and/or removing personal property and/or removing debris left at the property after the expiration of the timeframe provided in the order to vacate. *[6 O.C. 611.5-2(b)]*.
- Remove language applying any section of this law to leases. *[6 O.C. 611.5-3]*.
- Clarify that a landlord may bring an action for eviction when it is authorized by the Eviction and Termination law based on contacts with an entity for law enforcement services, health services, or safety services. *[6 O.C. 611.4-(b)(1)(C)]*.
- Provide that when the Nation is the landlord, and a property has become untenable due to damage by fire, water or other casualty, or because of any condition hazardous to health, or if there is a substantial violation of 611.5-3(a) materially affecting the health and safety of the tenant, alternative housing shall be provided if it is reasonably available. *[6 O.C. 611.5-3(c)(4)]*.
- Expand protections provided to a child of a tenant to a child of the household when the landlord is presented with documentation of any of the following:
 - An injunction order under Wis. Stat. 813.122 protecting a child from a co-tenant;
 - An injunction order or criminal complaint filed under Wis. Stat. 813.125(4) protecting a child from a co-tenant, based on the co-tenant's engaging in an act that would constitute sexual assault under Wis. Stat. 940.225, 948.02 and 948.025;
 - A criminal complaint filed under Wis. Stat. 940.32 alleging the co-tenant stalked the child. *[6 O.C. 611.6-1(b), (c), (e), and (f)]*.

Adoption of any legislation is required to comply with the Legislative Procedures Act ("the LPA"), which was adopted by the General Tribal Council through resolution GTC-01-07-13-A for the purpose of providing a standardized process for the adoption of laws of the Nation. *[1 O.C. 109.1-1]*. The Landlord Tenant Law amendments complied with all processes and procedures required by the LPA, including the development of a legislative analysis, a fiscal analysis, and the opportunity for public review during a public meeting and public comment period. *[1 O.C. 109.6, 109.7, 109.8]*.

The Legislative Operating Committee held a public meeting on the proposed amendments to the Landlord Tenant Law on March 14, 2025. No individuals provided public comments during this public meeting. The public comment period was then held open until March 21, 2025. One (1) individual provided written comments during this public comment period.

The amendments to the Landlord Tenant Law will become effective immediately on June 25, 2025.

Conclusion

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



LANDLORD TENANT
LAW AMENDMENTS
LEGISLATIVE ANALYSIS

SECTION 1. EXECUTIVE SUMMARY

Analysis by the Legislative Reference Office	
Intent of the Legislation or Amendments	<ul style="list-style-type: none">Expand the scope of the law to include all land owned by the Nation or members of the Nation within the Reservation boundaries instead of only to the Nation’s rental programs. [6 O.C. 611.1-1].Expand the Nation’s policy of providing a fair process to landlords and tenants of the Nation’s rental programs to include all residents of the Nation. [6 O.C. 611.1-2].Expand the definition of landlord to include any person or entity within the Nation’s jurisdiction, instead of limiting it to the Nation acting in its capacity as the landlord. [6 O.C. 611.3-1(b)].Redefine “rule” to grant rulemaking authority solely to the Comprehensive Housing Division instead of jointly to the Land Commission and the Comprehensive Housing Division. [6 O.C. 611.3-1(g)]. The Land Commission’s rulemaking authorities are eliminated as follows:<ul style="list-style-type: none">Naming programs and providing specific requirements and regulations that apply to said programs. [6 O.C. 611.10-1]Disposition of personal property on Tribal land. [6 O.C. 611.5-2(c)].How and when rent shall be decreased due to untenability. [6 O.C. 611.5-3(c)(2)].Governing the selection of applicants for the issuance of rental agreements. [current 6 O.C. 611.4-3].Remove rulemaking authority over applicant selection for the issuance of rental agreements from both the Land Commission and the Comprehensive Housing Division. [current 6 O.C. 611.4-3].Organize the law to flow from general to specific in accordance with the Legislative Procedures Act. [1 O.C. 109.11-1(d)]. The Rental Program section is limited to rental programs managed by the Comprehensive Housing Division, these programs now occupy a subset of landlord tenant relationships under the proposed amendments expanded scope of landlord tenant relationships. [6 O.C. 611.1-1]. Therefore, the Rental Program section is moved from the beginning of the law to the end. [current 6 O.C. 611.4]. [proposed 6 O.C. 611.10].Clarify that rental agreements shall state that nothing in the agreement may be considered a waiver of the Nation’s sovereign immunity when the Nation is acting in its capacity as a landlord. [6 O.C. 611.4-2(a)(5)].Clarify that all landlords or their staff must keep a written log of the date and the work time expended storing and/or removing personal property and/or removing debris left at the property after the expiration of the timeframe provided in the order to vacate. [6 O.C. 611.5-2(b)].

	<ul style="list-style-type: none"> ▪ Remove language applying any section of this law to leases. <i>[6 O.C. 611.5-3]</i>. ▪ Clarify that a landlord may bring an action for eviction when it is authorized by the Eviction and Termination law based on contacts with an entity for law enforcement services, health services, or safety services. <i>[6 O.C. 611.4-(b)(1)(C)]</i>. ▪ Provide that when the Nation is the landlord, and a property has become untenable due to damage by fire, water or other casualty, or because of any condition hazardous to health, or if there is a substantial violation of 611.5-3(a) materially affecting the health and safety of the tenant, alternative housing shall be provided if it is reasonably available. <i>[6 O.C. 611.5-3(c)(4)]</i>. ▪ Expand protections provided to a child of a tenant to a child of the household when the landlord is presented with documentation of any of the following: <ul style="list-style-type: none"> • An injunction order under Wis. Stat. 813.122 protecting a child from a co-tenant; • An injunction order or criminal complaint filed under Wis. Stat. 813.125(4) protecting a child from a co-tenant, based on the co-tenant's engaging in an act that would constitute sexual assault under Wis. Stat. 940.225, 948.02 and 948.025; • A criminal complaint filed under Wis. Stat. 940.32 alleging the co-tenant stalked the child. <i>[6 O.C. 611.6-1(b), (c), (e), and (f)]</i>. ▪ Make other minor drafting changes throughout the Law.
Purpose	The purpose of this law is to provide mechanisms for protecting the rights of the landlords and tenants on all land owned by the Nation or members of the Nation within the Reservation boundaries. <i>[6 O.C. 611.1-1]</i> .
Affected Entities	The Comprehensive Housing Division, Land Commission, Oneida Tribal members, their spouses and occupants who rent and occupy premises under this law, and all landlords leasing land from the Nation and their tenants.
Related Legislation	Administrative Rulemaking law, Building Code, Leasing law, Eviction and Termination law, Judiciary law, Oneida Judiciary Rules of Civil Procedure, Pardon and Forgiveness law, Real Property law and Zoning and Shoreline Protection Ordinance.
Enforcement	The Landlord-Tenant law delegates authority to the CHD to develop rules, pursuant to the Administrative Rulemaking law, as well as citation fees and penalty schedules, for the implementation, interpretation and/or enforcement of the law. <i>[6 O.C. 611.3-1(g)]</i> . No administrative hearing body, including a board, committee or commission, is authorized to hear a complaint regarding actions taken under the law and/or rental agreement; <i>[6 O.C. 611.9-2]</i> . Where the Nation is the landlord, any complaint filed with the judiciary shall name the Comprehensive Housing Division and the specific program. <i>[6 O.C. 611.9-3]</i> .
Due Process	A pardon or forgiveness received pursuant to the Pardon and forgiveness law may provide an exception to the condition that a rental program an applicant must have no felony or drug convictions within the past two (2) years from the date of application. <i>[6 O.C. 611.10-2(b)]</i> . The Oneida Judiciary is granted jurisdiction to hear complaints filed under the law and/or a rental agreement. <i>[6 O.C. 611.9-1]</i> .
Public Meeting	A public meeting was held on March 14, 2025. The public comment period was then held open until March 21, 2025.

Fiscal Impact

A fiscal impact statement was provided by the Finance Department on June 2, 2025.

SECTION 2. LEGISLATIVE DEVELOPMENT

- A. **Background.** The Landlord Tenant law was originally adopted by the Oneida Business Committee by motion on October 12, 2016, and then through resolutions BC-10-12-16-C, and BC-12-13-17-D. The Landlord Tenant law provides mechanisms for protecting the rights of landlords and tenants on all lands owned by the Nation or members of the Nation within the Reservation boundaries. [6 O.C. 611.1-1].
- B. **Request for Amendments.** This item was added to the Active Files List on February 21, 2024, at the request of the Oneida Law Office for the purpose of making the Landlord Tenant law generally applicable to all landlords, not just the Nation as landlord, and assert the Nation's jurisdiction within the Reservation boundaries. The sponsor of the Landlord Tenant law amendments is Councilman Jonas Hill.

SECTION 3. CONSULTATION AND OUTREACH

- Representatives from the following departments or entities participated in the development of the amendments to this Law and legislative analysis:
 - Comprehensive Housing Division (CHD);
 - Oneida Law Office;
 - Land Management; and
 - General Manager.
- The following laws of the Nation were reviewed in the drafting of this analysis:
 - Eviction and Termination law;
 - Real Property law;
 - Leasing law;
 - Administrative Rulemaking law;
 - Pardon and Forgiveness law;
 - Building Code;
 - Zoning and Shoreline Protection Ordinance;
 - Judiciary law; and
 - Oneida Judiciary Rules of Civil Procedure.

SECTION 4. PROCESS

- A. The amendments to this Law comply with the process set forth in the Legislative Procedures Act.
- On February 21, 2024, the Legislative Operating Committee added this Law to its Active Files List for amendments.
 - On September 18, 2024, the Legislative Operating Committee approved the draft of the Landlord Tenant law amendments and directed that a legislative analysis be developed.
 - On February 5, 2025, the Legislative Operating Committee accepted the Landlord Tenant law amendments Legislative Analysis and approved the public meeting packet for amendments to the Landlord Tenant law.

- On March 14, 2025, the Legislative Operating Committee held a Public Comment Meeting. No individuals provided oral comments during the public meeting.
 - The public comment period was then held open until March 21, 2025. One (1) person provided written comments.
 - On May 7, 2025, the Legislative Operating Committee accepted the public comments and the public comment review memorandum and deferred these items to a work meeting for further consideration. The Legislative Operating Committee then reviewed and considered those comments that same day.
 - On May 21, 25, the Legislative Operating Committee approved the updated public comment review memorandum, draft, and legislative analysis for the proposed amendments to the Landlord Tenant law, and the fiscal impact statement request memorandum and forwarded the materials to the Finance Department directing that fiscal impact statement be prepared and submitted to the LOC by June 6, 2025.
- B. At the time this legislative analysis was developed the following work meetings had been held regarding the development of the amendments to this law:
 - March 20, 2024: LOC work session;
 - May 28, 2024: LOC work session with the Oneida Law office;
 - July 11, 2024: LOC work session with the Oneida Law Office, Land Management, and the Comprehensive Housing Division;
 - August 1, 2024: LOC work session with the Oneida Law Office, Land Management, Comprehensive Housing Division, and the General Manager;
 - August 23, 2024: LOC work session;
 - December 18, 2024: LOC work session.
 - May 7, 2025: LOC work session.

SECTION 5. CONTENTS OF THE LEGISLATION

- A. ***Who the Law applies to.*** The proposed amendments to the Law expand its application to cover all land owned by the Nation or its members instead of only to the Nation's rental programs. [6 O.C. 611.1-1]. The Law currently only applies to the Nation's rental programs. [6 O.C. 611.1-1].
 - ***Effect.*** The proposed amendments to the Law apply the Law to all land owned by the Nation or its members regardless of who the landlord is. This expands the Nation's exercise of sovereignty within Reservation boundaries.
- B. ***Redefining landlord.*** The proposed amendments to the Law define landlord to mean any person or entity within the Nation's jurisdiction in their capacity to rent real property subject to a rental agreement. [6 O.C. 611.3-1(b)]. Currently, the definition of landlord is limited to the Nation acting in its capacity to rent real property subject to a rental agreement. [6 O.C. 611.3-1(b)].
 - ***Effect.*** The proposed amendments to the Law will apply the Law to all landlord-tenant relationships occurring on land owned by the Nation or its members regardless of whether the relationship is based on one of the Nation's rental programs. The reach of the Law is increased to cover all land owned by the Nation or its members regardless of who the landlord is. This expands the Nation's exercise of sovereignty within the Reservation boundaries.
- C. ***Compliance with the Eviction and Termination law.*** The proposed amendments to the Law align the Landlord Tenant law with the Eviction and Termination law by clarifying that a landlord may take action to evict or threaten to evict based on a tenant's contacts with an entity for law enforcement

services, health services or safety services as long as it is authorized by the Eviction and Termination law. [6 O.C. 611.4-2(b)(1)(C)]. The Law currently renders void and unenforceable any rental agreement that allows a landlord to increase rent, decrease services, evict or threaten to evict, or refuse to renew a rental agreement based on tenant contacts with an entity for law enforcement services, health services, or safety services. [6 O.C. 611.4-2(b)(1)(A), (B),(C), or (D)].

- *Effect.* A landlord may act to evict a tenant based on contacts with an entity for law enforcement services, health services or safety services when it is authorized by the Eviction and Termination law.

D. *Alternate housing.* The proposed amendments to the Law provide that when the Nation is the landlord, and the property has become untenable due to damage by fire, water or other casualty, or because of any condition hazardous to health, or if there is a substantial violation of 611.5-3(a) alternate housing will be provided when it is reasonably available. [6 O.C. 611.5-3(c)(4)].

- *Effect.* When the Nation is the landlord, and a property has become untenable due to due to damage by fire, water or other casualty, or because of any condition hazardous to health, or if there is a substantial violation of 611.5-3(a), the Nation will provide the tenant with alternative housing if it is reasonably available. [6 O.C. 611.5-3(c)(4)].

E. *Protection of children in the household.* The proposed amendments to the Law expand protections provided to a child of a tenant, to a child of the household, when the landlord is presented with documentation of any of the following:

- An injunction order under Wis. Stat. 813.122 protecting a child from a co-tenant;
- An injunction order or criminal complaint filed under Wis. Stat. 813.125(4) protecting a child from a co-tenant, based on the co-tenant's engaging in an act that would constitute sexual assault under Wis. Stat. 940.225, 948.02 and 948.025;
- A criminal complaint filed under Wis. Stat. 940.32 alleging the co-tenant stalked the child. [6 O.C. 611.6-1(b), (c), (e), and (f)].
- *Effect.* The proposed amendments to the Law expand protections provided to children of a tenant to all children of the household. Protections apply to any child living in the household regardless of whether that child is a child of a tenant.

F. *Eliminate the Land Commission's rulemaking authority.* The proposed amendments to the Law remove the Land Commission from all rulemaking authority delegated via this Law. Specific removals include naming programs and providing specific requirements and regulations that apply to said programs; disposition of personal property on tribal land; determining how and when rent is decreased due to untenability, and the selection of applicants for the issuance of rental agreements. [6 O.C. 611-3(g); current 611.4-1; 611.5-2(c); 611.5-3; current 611.4-3]. Rulemaking authority over applicant selection and the issuance of rental agreements is also removed from both the Land Commission and the Comprehensive Housing Division. [current 6 O.C. 611.4-3].

- *Effect.* The Comprehensive Housing Division will have sole authority to develop rules pursuant to this Law.

G. *Eliminate all rulemaking authority over applicant selection and the issuance of rental agreements.* Rulemaking authority over applicant selection and the issuance of rental agreements is removed from both the Land Commission and the Comprehensive Housing Division. [current 6 O.C. 611.4-3].

- *Effect.* Applicant selection will be determined by program criteria as applicable.

H. *Other Amendments.* Overall, a variety of other amendments and revisions were made to the Law to address formatting, drafting style, and organization that did not affect the substance of the Law.

SECTION 6. EXISTING LEGISLATION

A. **Related legislation.** The following laws of the Nation are related to the proposed amendments to this Law:

- *Eviction and Termination Law.* The purpose of the Eviction and Termination Law is to provide consistent procedures for terminating contracts and evicting occupants under the Nation's rental and/or leasing programs that include due process and protects for all parties involved. [6 O.C. 610.1-1]. The law's underlying policy is to "provide fair termination and eviction processes that preserves the peace, harmony, safety, health, general welfare and the Nation's resources." [6 O.C. 610.1-2].
 - According to the Eviction and Termination law, the Nation, as the owner or landlord, may terminate a contract prior to the contract term and evict the occupant, if the occupant:
 - Violates the terms of the contract;
 - Is alleged to have violated any applicable law or rule; and/or
 - Is alleged to have committed one or more nuisance activities. [6 O.C. 610.5-1].
 - The law defines nuisance as an occupant's interference with another occupant's use and enjoyment of the premises, including, but not limited to, harassment, disorderly conduct, battery, lewd and lascivious behavior, prostitution, theft, possession of stolen property, arson, illegal drug activity, gambling, animal violations, trespassing, weapons violations, habitual noise violations, execution of warrants, alcohol violations, obstruction/resisting and inspection related calls in which a law enforcement agency responds. [6 O.C. 610.3-1(e)].
- *Leasing Law.* The purpose of the Leasing Law is to set forth the Nation's authority to issue, review, approve, as well as enforce, leases and was established in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2021 (HEARTH Act) so that the Nation can approve leases on its land without having to obtain additional approval from the Secretary of the Interior. [6 O.C. 602.1- 1]. The policy behind the law is to codify the expectations and responsibilities of the lessor and lessee when leasing Tribal land and to ensure that the leasing of Tribal land results in minimal risk to the Nation. [6 O.C. 602.1-2].
 - According to the Leasing Law leases approved under the Law are subject to all of the Nation's laws, except to the extent those laws are inconsistent with applicable federal law. [6 O.C. 602.4-3]. Any landlord leasing land from the Nation through the Leasing Law is subject to all other laws of the Nation including the Eviction and Termination Law as well as the Landlord Tenant Law.
- *Judiciary Law.* The purpose of the Judiciary law is to establish a Judiciary, and to provide for the administration of law, justice, judicial procedures and practices by the Oneida Nation as a sovereign nation by exercising the inherent power to make, execute, apply and enforce its own law, and to apply its own customs and traditions in matters affecting the Oneida people. [8 O.C. 801.1-1].
 - This Law provides that the Oneida Judiciary is granted jurisdiction to hear complaints filed under the law and/or a rental agreement. [6 O.C. 611.9-1].
- *Real Property law.* The purpose of the Real Property law is to provide regulations and procedures for the transfer, control and management of the territory within the Reservation and all Tribal land; to integrate these regulations and procedures with the real property laws and practices of other federal and state sovereigns which may hold jurisdiction within the Reservation; and to establish

licensing and certification requirements for the Nation's employees dealing with real property transactions. [6 O.C. 601.1-1].

- According to the Real Property Law the Comprehensive Housing Division oversees all residential transactions within the Reservation and shall administer such transactions using the applicable laws of the Nation including the Landlord Tenant law. [6 O.C. 601.12-1].
- *Administrative Rulemaking.* The purpose of the Administrative Rulemaking law is to provide a process for the adoption of and amendments to the Nation's administrative rules. [1 O.C. 106.1-1]. Its underlying policy is to ensure there exists an efficient, effective and democratic process for enacting and revising administrative rules, and that authorized agencies act in a responsible and consistent manner when enacting and revising administrative rules. [1 O.C. 106.1-2].
 - This Law delegates rulemaking authority solely to the Comprehensive Housing Division.
 - Any rules promulgated by the Comprehensive Housing Division are required to be developed in accordance with the process and procedures of the Administrative Rulemaking law.
- *Pardon and Forgiveness law.* The purpose of the Law is to provide a fair, efficient and formal process by which: a member of the Nation may receive a pardon for the conviction of a crime; a member of the Nation may receive forgiveness for acts that render him or her ineligible for housing or other benefits through the Nation; and a member or non-member of the Nation may receive forgiveness for acts that render him or her ineligible to be employed with the Nation; receive a Nation-issued occupational license, certification or permit; and/or obtain housing or other benefits through the Nation [1 O.C. 126.1-1(a)].
 - This Law provides that in order to be eligible for a rental program an applicant must have no felony or drug convictions within the past two (2) years from the date of application, provided that a pardon or forgiveness received pursuant to the Pardon and forgiveness law may provide an exception to this condition. [6 O.C. 611.10-2(b)].

SECTION 7. ENFORCEMENT AND ACCOUNTABILITY

- A. The Landlord Tenant law delegates authority to the Comprehensive Housing Division to develop rules, pursuant to the Administrative Rulemaking law, as well as citation fees and penalty schedules, for the implementation, interpretation and/or enforcement of the law. [6 O.C. 611.3-1(g)].
- B. The Landlord Tenant law provides a process for grieving decisions made by the Comprehensive Housing Division under its delegation of authority, said process is as follows: [6 O.C. 611.9].
 - That, the Oneida Judiciary is granted jurisdiction to hear complaints filed for actions taken under the law and/or rental agreement; [6 O.C. 611.9-1].
 - That, no administrative hearing body, including a board, committee or commission, is authorized to hear a complaint regarding actions taken under the law and/or rental agreement; [6 O.C. 611.9-2].
 - Where the Nation is the landlord, any complaint filed with the judiciary shall name the Comprehensive Housing Division and the specific program. [6 O.C. 611.9-3].

SECTION 8. OTHER CONSIDERATIONS

Fiscal Impact. Under the Legislative Procedures Act, a fiscal impact statement is required for all legislation except emergency legislation [1 O.C. 109.6-1]. Oneida Business Committee resolution BC-10-28-20-A

213 titled, “*Further Interpretation of ‘Fiscal Impact Statement’ in the Legislative Procedures Act,*” provides
214 further clarification on who the Legislative Operating Committee may direct complete a fiscal impact
215 statement at various stages of the legislative process, as well as timeframes for completing the fiscal impact
216 statement.

217 ▪ *Conclusion.* The Legislative Operating Committee received a fiscal impact statement from the
218 Finance Department on June 2, 2025.

219

Title 6. Property and Land- Chapter 611**Tsi> Yuhw<tsyaw@ku Aolihw@ke***where it bound to the earth – issues***LANDLORD-TENANT**

611.1. Purpose and Policy
 611.2. Adoption, Amendment, Repeal
 611.3. Definitions
~~611.4. Rental Programs~~
 611.45. Rental Agreement Documents
 611.56. Rights and Duties of Landlords and Tenants

611.67. Domestic Abuse Protections
 611.78. Sex Offender Registry
 611.89. Termination of Tenancy at Death of Tenant
 611.940. Landlord or Tenant Actions
 611.10 [Comprehensive Housing Division Rental Programs](#)

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 on all land owned by the Nation or Tribal members within the Reservation boundaries ~~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, and general welfare ~~of and~~ the Nation's residents ~~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 resolutions BC-12-13-17-D and BC- - - - .

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" ~~is~~ the division within the Oneida Nation under the direction of the Comprehensive Housing Division Director which consists of all residential services offered by the Nation, including but not limited to, all rental programs, the rent-to-own program, and the residential sales and mortgages programs.

(b) "Landlord" means any person or entity within the Nation's jurisdiction in their ~~its~~ capacity to rent real property subject to a rental agreement.

(c) "Nation" means the Oneida Nation.

(d) "Premises" means the property covered by a rental agreement, including not only the real property and fixtures, but also any personal property furnished by the landlord pursuant to a rental agreement.

(e) “Rental Agreement” means 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.

(f) “Reservation” means all 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.

(g) “Rule” means a set of requirements, including citation fees and penalty schedules, enacted ~~jointly by the Land Commission and~~ by the Comprehensive Housing Division in accordance with the Administrative Rulemaking law based on authority delegated in this law in order to implement, interpret and/or enforce this law, ~~provided that where such requirements relate solely to premises administered pursuant to federal funding, the Comprehensive Housing Division has sole authority.~~

(h) “Tenant” means the person granted the right to use or occupy a premises pursuant to a rental agreement.

(i) “Tribal member” means an individual who is an enrolled member of the Nation.

(j) “Security Deposit” means a payment made to the landlord by the tenant to ensure that rent will be paid and other responsibilities of the rental agreement performed.

611.4. — Rental Programs

~~611.4.1. — Available Rental Programs. — Consistent with available funds, the Comprehensive Housing Division shall provide residential rental programs for providing housing to the following types of tenants and the Oneida Land Commission and the Comprehensive Housing Division shall jointly establish rules naming said programs and providing the specific requirements and regulations that apply to each program:~~

~~(a) Elder tribal members;~~

~~(b) Low income Oneida tribal members and families; and~~

~~(c) Tribal members in general.~~

~~611.4.2. — Minimum Rental Eligibility Requirements. — In order to be eligible for a rental agreement, applicants shall meet the following conditions:~~

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

~~(b) Have no felony or drug convictions within the past two (2) years from the date of application, provided that a pardon or forgiveness received pursuant to the Pardon and Forgiveness law may provide an exception to this condition;~~

~~(c) Meet the local governments’ laws’ requirements regarding residency restrictions for convicted sex offenders;~~

~~(d) Meet the income requirements for entering the rental agreement as determined by the rental program’s governing rules;~~

~~(e) Not hold a residential lease with the Nation; and~~

~~(f) Meet any other 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:~~

~~(1) May not contain eligibility requirements that consider debt owed or evictions from entities other than the Comprehensive Housing Division; but~~

~~(2) 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).~~

~~611.4 3. *Tenant Selection.* The Land Commission and the Comprehensive Housing Division shall jointly develop rules governing the selection of applicants for the issuance of rental agreements.~~

611.45. Rental Agreement Documents

611.45-1. *Severability of Rental Agreement Provisions.* The provisions of a rental agreement are severable. If any provision of a rental agreement is void or unenforceable by reason of any law, rule, regulation, or judicial order, the invalidity or unenforceability of that provision does not affect other provisions of the rental agreement that can be given effect without the invalid or unenforceable provision.

611.45-2. *Requirements of Rental Agreements and Terminations.* A rental agreement or termination of a rental agreement is not enforceable unless it meets the requirements of this law and is in writing.

(a) All rental agreements shall:

(1) Set forth the amount of rent or other consideration provided in exchange for the ability to use/occupy the premises;

(2) Set forth the required amount of security deposit and require payment of the security deposit prior to the tenant(s) taking use/occupancy of the premises, if applicable;

(3) Set the time of commencement and expiration of the rental agreement;

(4) Provide a reasonably definite description of the premises;

(5) If the Nation is the landlord, ~~s~~State that nothing in the agreement may be considered a waiver of the Nation's sovereign immunity, provided that tenants may seek enforcement of a rental agreement or dispute an action taken pursuant to a rental agreement with the Oneida Judiciary; and

(6) Be signed by both the landlord and the tenant(s) prior to the tenant(s) taking use/occupancy of the premises;

(A) The rental agreement is not required to be signed by all adults using/occupying the premises, provided that the rights and responsibilities contained in the rental agreement do not extend to persons that are not named as tenants in the rental agreement.

(B) Unless legally separated, if a tenant(s) is married, the landlord shall require that each spouse sign the rental agreement.

(b) Any provision of a rental agreement that does any of the following is void and unenforceable.

(1) Allows a landlord to do or threaten to do any of the following because a tenant has contacted an entity for law enforcement services, health services or safety services:

(A) Increase rent;

(B) Decrease services;

(C) Bring an action for eviction unless authorized by ~~pursuant to~~ the Eviction and Termination law; and/or

(D) Refuse to renew a rental agreement.

(2) Except as otherwise provided in this law in regards to domestic abuse, authorizes the eviction or exclusion of a tenant from the premises other than through the process described in the Eviction and Termination law.

(3) Requires the tenant to pay attorney's fees or costs incurred by the landlord in any legal action or dispute arising under the rental agreement except as supported by a court order.

(4) States that the landlord is not liable for property damage or personal injury caused by negligent acts or omissions of the landlord. This subsection does not affect ordinary maintenance obligations of a tenant under 611.56-3(b) or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.

(5) Imposes liability on the tenant for any of the following:

(A) Personal injury arising from causes clearly beyond the tenant's control.

(B) Property damage caused by natural disasters or by persons other than the tenant or the tenant's guests or invitees. This subsection does not affect ordinary maintenance obligations of a tenant under 611.56-3(b) or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.

(6) Waives any obligation on the part of the landlord to deliver the premises in a fit and habitable condition or to maintain the premises during the tenant's tenancy.

(7) Allows for periodic tenancy, which for the purposes of this section means when a tenant uses/occupies a premises without an effective and valid rental agreement by paying rent on a periodic basis including, but not limited to, day-to-day, week-to-week and month-to-month.

611.45-3. *Assignment of Rental Agreements Not Permitted.* Assignments of rental agreements are not permitted under any circumstances.

611.56. Rights and Duties of Landlords and Tenants

611.56-1. This section governs the rights and duties of the landlord and tenant in the absence of any inconsistent provision found in a valid rental agreement.

611.56-2. *Disposition of Personal Property Left by the Tenant.* If the tenant moves from or is evicted from the premises and leaves personal property, the landlord may presume that the tenant has abandoned the personal property and may dispose of said property in any manner that the landlord, in ~~their~~^{his or her} sole discretion, determines is appropriate, provided that:

(a) The landlord shall hold personal property for a minimum of five (5) business days and the tenant may retrieve said personal property by contacting the landlord.

(b) The landlord shall keep a written log of the date and the work time that the ~~Nation's~~^{landlord or the landlord's} staff expends storing and/or removing personal property and/or removing/disposing of debris left at the property after the expiration of the timeframe provided in the order to vacate.

(c) The ~~Land Commission and the~~ Comprehensive Housing Division shall ~~jointly~~ create rules further governing the disposition of personal property on Tribal land.

611.56-3. *Repairs; Untenability.* This section applies to all ~~leases~~^{rental agreements} if there is no contrary provision in writing signed by both parties.

(a) *Duties of the Landlord.*

(1) Except for repairs made necessary by the negligence of, or improper use of the premises by the tenant, the landlord has a duty to do all of the following:

(A) Keep in a reasonable state of repair portions of the premises over which the landlord maintains control.

(B) Keep in a reasonable state of repair all equipment under the landlord's control necessary to supply services that the landlord has expressly or impliedly agreed to furnish to the tenant, such as heat, water, elevator, or air conditioning.

(C) Make all necessary structural repairs.

(D) Except as provided in section 611.56-3(b)(2), repair or replace any plumbing, electrical wiring, machinery, or equipment furnished with the premises and no longer in reasonable working condition.

(E) Comply with any laws or rules of the Nation that are applicable to the premises.

(2) If the premises are part of a building where other parts are occupied by one (1) or more other tenants, negligence or improper use by one (1) tenant does not relieve the landlord from the landlord's duty to make repairs as provided in 611.56-3(a)(1), provided that the landlord may require the responsible tenant to pay for such repairs.

(3) A landlord shall disclose to a prospective tenant, before entering into a rental agreement with or accepting any earnest money or security deposit from the prospective tenant, any violation of either the Building Code of the Oneida Nation or the Zoning and Shoreland Protection Ordinance if all of the following apply:

(A) The landlord has actual knowledge of the violation;

(B) The violation affects the dwelling unit that is the subject of the prospective rental agreement or a common area of the premises;

(C) The violation presents a significant threat to the prospective tenant's health or safety; and

(D) The violation has not yet been corrected but the landlord shall correct the violation prior to the tenant taking occupancy of the premises.

(4) If the premises are damaged by fire, water or other casualty, not the result of the negligence or intentional act of the landlord, this subsection is inapplicable and either section 611.56-3(b) or (c) governs.

(5) The landlord is responsible for all required pest control to keep the premises in a safe and healthy condition, provided that where an infestation has occurred due to the acts or inaction of the tenant the pest control costs may be assessed against the tenant.

(b) Duties of the Tenant.

(1) If the premises are damaged, including by an infestation of insects or other pests, due to the acts or inaction of the tenant, the landlord may elect to allow the tenant to remediate or repair the damage and restore the appearance of the premises by redecorating. However, the landlord may elect to undertake the remediation, repair, or redecoration, and in such case the tenant shall reimburse the landlord for the reasonable cost thereof; the cost to the landlord is presumed reasonable unless proven otherwise by the tenant.

(2) The tenant shall keep plumbing, electrical wiring, machinery and equipment furnished with the premises in reasonable working order.

(3) Tenants shall comply with all laws and rules of the Nation.

(c) Untenability. If the premises become untenable because of damage by fire, water or other casualty or because of any condition hazardous to health, or if there is a substantial violation of section 611.56-3(a) materially affecting the health or safety of the tenant, the

tenant may move from the premises unless the landlord promptly repairs, rebuilds or eliminates the health hazard or the substantial violation of 611.56-3(a) materially affecting the health or safety of the tenant.

(1) The tenant may also move and terminate the rental agreement if the inconvenience to the tenant by reason of the nature and period of repair, rebuilding or elimination would impose undue hardship on the tenant.

(2) If the tenant remains in possession, the landlord shall decrease rent for each month to the extent the tenant is deprived of the full normal use of the premises.

~~The Land Commission and the Comprehensive Housing Division shall jointly develop rules governing how and when rent is decreased pursuant to this section.~~

This subsection does not authorize rent to be withheld in full, if the tenant remains in possession.

(3) If the tenant justifiably moves out under this subsection, the tenant is not liable for rent after the premises become untenable and the landlord shall repay any rent paid in advance apportioned to the period after the premises become untenable. This subsection is inapplicable if the damage or condition is caused by negligence or improper use by the tenant.

(4) If the Nation is the landlord, alternative housing shall be provided to the extent that it is reasonably available.

(d) *Check-in sheet.* Landlords shall provide all new tenants with a check-in sheet when the tenant commences ~~his or her~~ their occupancy of the premises that the tenant may use to make comments, if any, about the condition of the premises. The landlord shall provide the tenant with seven (7) days from the date the tenant commences ~~his or her~~ their occupancy to complete the check-in sheet and return it to the landlord. The landlord is not required to provide the check-in sheet to a tenant upon renewal of a rental agreement.

(e) *Notice to Enter Required.* The landlord shall provide twenty-four (24) hour written notice prior to entering the tenant's premises where notice is required to either be personally served to the tenant or posted on the premises. A landlord is exempt from this notice requirement in the case of an emergency welfare check. The basis of a welfare check may include, but is not limited to the following:

(1) The landlord believes the tenant's or a child's wellbeing may be in jeopardy based on reports of child abuse or neglect, medical concerns, suspicious activity or other reported information;

(2) The landlord suspects the tenant has abandoned the premises; and/or

(3) The landlord receives notice that the premise's utilities have been disconnected.

(f) *Acts of tenant not to affect rights of landlord.* No act of a tenant in acknowledging as landlord a person other than the tenant's original landlord can prejudice the right of the original landlord to possession of the premises.

(g) *Annual Inspection Required.* In the event the tenant renews the rental agreement for additional terms, the landlord shall, at a minimum, inspect the premises once annually.

611.67. Domestic Abuse Protections

611.67-1. If a tenant notices the landlord of domestic abuse with of any of the following documentation, regardless of marital status, the landlord shall change the locks to the premises and, if the tenant is unmarried, allow the tenant to modify the rental agreement to remove the domestic abuser:

- (a) An injunction order under Wis. Stat. 813.12(4) protecting the tenant from a co-tenant;
- (b) An injunction order under Wis. Stat. 813.122 protecting a child of the household~~tenant~~ from a co-tenant;
- (c) An injunction order under Wis. Stat. 813.125(4) protecting the tenant or ~~child~~ of the household~~tenant~~ from a co-tenant, based on the co-tenant's engaging in an act that would constitute sexual assault under Wis. Stat. 940.225, 948.02 or 948.025, or stalking under Wis. Stat. 940.32, or attempting or threatening to do the same;
- (d) A condition of release under Wis. Ch. 969 ordering the co-tenant not to contact the tenant;
- (e) A criminal complaint alleging that the co-tenant sexually assaulted the tenant or a child of the household~~tenant~~ under Wis. Stat. 940.225, 948.02 or 948.025;
- (f) A criminal complaint alleging that the co-tenant stalked the tenant or a child of the household~~tenant~~ under Wis. Stat. 940.32; or
- (g) A criminal complaint that was filed against the co-tenant as a result of the co-tenant being arrested for committing a domestic abuse offense against the tenant under Wis. Stat. 968.075.

611.~~67~~-2. If a tenant is no longer eligible to maintain the rental agreement upon removing a co-tenant domestic abuser from the rental agreement, the landlord shall permit the tenant to remain on the premises for the longer of either the duration of the rental agreement or ninety (90) days from the date the rental agreement is modified. If the latter applies, in addition to removing the co-tenant that is the domestic abuser, the landlord shall also revise the rental agreement to extend its duration.

611.~~67~~-3. The Eviction and Termination law provides tenants that are victims of domestic abuse with a defense to eviction should the abusers actions be the cause for eviction.

611.~~78~~. Sex Offender Registry

611.~~78~~-1. Should a tenant request information about whether any other tenants are required to register as a sex offender, the landlord shall provide the tenant with written notice that they ~~he or she~~ may obtain information about the sex offender registry and persons registered within the registry by contacting the department of corrections. The landlord shall include in such notice the appropriate telephone number and internet site of the department of corrections.

611.~~89~~. Termination of Tenancy at Death of Tenant

611.~~89~~-1. If a tenant dies, ~~his or her~~their tenancy is terminated as follows:

- (a) If the deceased tenant was the only household member listed in the rental agreement, immediately upon the death of the tenant;
- (b) If there were additional adult household members aside from the deceased tenant listed in the household within the rental agreement, then the later of the following, provided that an adult household member remaining in the unit shall assume the tenancy responsibilities under the rental agreement:

- (1) Six (6) months after the landlord receives notice, is advised, or otherwise becomes aware of the tenant's death, provided that any extension beyond the original term of the agreement requires an amendment or limited term rental agreement which covers the term of the extension; or
- (2) The expiration of the term of the rental agreement.

611.~~89~~-2. The deceased tenant or ~~his or her~~their estate is not liable for any rent after the termination of ~~his or her~~their tenancy. A landlord may not contact or communicate with a member

of the deceased tenant's family for the purpose of obtaining from the family member rent for which the family member has no liability except that if adult household members remain in the rental unit following the deceased tenant's death in accordance with section 611.89-1 or 611.89-4, an adult household member shall assume the tenancy responsibilities pursuant to the rental agreement. 611.89-3. Nothing in this section relieves another adult tenant of the deceased tenant's premises from any obligation under a rental agreement or any other liability to the landlord.

611.89-4. Where the Nation is the landlord, and if the deceased tenant is a Tribal member whose death renders a co-tenant no longer eligible for a rental agreement based on Tribal member status, the non-Tribal member tenant may remain in the premises as follows:

(a) If subject to a standard rental agreement (i.e. not on a rent-to-own basis), see section 611.89-1(b) above.

(b) If the rental agreement was on a rent-to-own basis, the remaining non-Tribal member tenant may remain in the premises for a maximum of six (6) months from the date of the Tribal member tenant's death unless the non-Tribal member tenant has a child that is a Tribal member. In the event the original tenants have a Tribal member child, the non-Tribal member tenant may remain in the premises under the rent-to-own agreement so long as the non-Tribal member tenant either:

(1) Transfers the premises and the rent-to-own agreement to a child of one (1) or both of the original tenants who is a Tribal member, eighteen years or older, and agrees to live in the premises; or

(2) Signs an agreement indicating that the premises and the rent-to-own agreement shall be transferred to a minor Tribal member child when the child is eighteen (18) years old.

(c) Should the non-Tribal member tenant satisfy the payment requirements of the rent-to-own agreement prior to the Tribal member child's eighteenth (18th) birthday, the rent-to-own agreement shall be extended at no additional cost to the tenant and conveyance postponed until the Tribal member child reaches eighteen (18) years of age and the rent-to-own agreement is transferred to the child.

(d) In the event the non-Tribal member tenant either has no children living in the premises that are Tribal members or declines to enter the agreement transferring the rent-to-own agreement to a Tribal member child, the rent-to-own agreement shall be terminated upon the tenant's ineligibility to remain in the rent-to-own program and a limited term rental agreement shall be executed.

~~611.9-5.~~ 611.8-5. Where a landlord is terminating a rental agreement entered on a rent-to-own basis based on death of a Tribal member tenant, the landlord shall pay the remaining co-tenant all equity the tenants may have accrued in accordance with the rental agreement.

611.9-10. Landlord or Tenant Actions

~~611.9-10-1.~~ The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions taken pursuant to this law and/or a rental agreement.

~~611.9-10-2.~~ No administrative hearing body, including a board, committee or commission, is authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental agreement.

~~611.9-10-3.~~ Where the Nation is the landlord any complaint filed with the judiciary ~~The landlord is the Comprehensive Housing Division in regards to taking actions authorized under this law and complaints filed with the Oneida Judiciary~~ shall name the Comprehensive Housing Division and the specific program.

364
365 **611.10. Comprehensive Housing Division Rental Programs**

366 611.10-1. Available Rental Programs. Consistent with available funds, the Comprehensive
367 Housing Division shall provide residential rental programs for providing housing to the following
368 types of tenants. The Comprehensive Housing Division shall establish rules naming said programs
369 and providing the specific requirements and regulations that apply to each program:

370 (a) Elder Tribal members;

371 (b) Low-income Oneida tribal members and families; and

372 (c) Tribal members in general.

373 611.10-2. Minimum Rental Eligibility Requirements. In order to be eligible for a rental agreement
374 with CHD, applicants shall meet the following conditions:

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

376 (b) Have no felony or drug convictions within the past two (2) years from the date of
377 application, provided that a pardon or forgiveness received pursuant to the Pardon and
378 Forgiveness law may provide an exception to this condition;

379 (c) Meet the local governments' laws' requirements regarding residency restrictions for
380 convicted sex offenders;

381 (d) Meet the income requirements for entering the rental agreement as determined by the
382 rental program's governing rules;

383 (e) Not hold a residential lease with the Nation; and

384 (f) Meet any other eligibility requirements set by the rental program's rules, which may
385 not be less strict than this law, but may be stricter than this law, provided that rules
386 developed for low-income Tribal members and families:

387 (1) May not contain eligibility requirements that consider debt owed or evictions
388 from entities other than the Comprehensive Housing Division; but

389 (2) May contain eligibility requirements that consider debt owed to utility
390 providers, provided that eligibility may not be denied for any debt owed to a
391 utility provider with a past due balance of less than two hundred dollars (\$200).

392
393
394 *End.*

395
396 Adopted – BC-10-12-16-C

397 Emergency Amended – BC-01-25-17-C

398 Emergency Extension – BC-07-26-17-I

399 Amended—BC-12-13-17-D

400 Amended—BC- - - -

Title 6. Property and Land- Chapter 611**Tsi> Yuhw<tsyaw@ku Aolihw@ke***where it bound to the earth – issues***LANDLORD-TENANT**

611.1.	Purpose and Policy	611.6.	Domestic Abuse Protections
611.2.	Adoption, Amendment, Repeal	611.7.	Sex Offender Registry
611.3.	Definitions	611.8.	Termination of Tenancy at Death of Tenant
611.4.	Rental Agreement Documents	611.9.	Landlord or Tenant Actions
611.5.	Rights and Duties of Landlords and Tenants	611.10	Comprehensive Housing Division Rental Programs

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 on all land owned by the Nation or Tribal members within the Reservation boundaries.

611.1-2. *Policy.* It is the Nation's policy to provide a fair process to all landlords and tenants that preserves the peace, harmony, safety, health, and general welfare of the Nation's residents.

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 resolutions BC-12-13-17-D and BC- - - .

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" is the division within the Oneida Nation under the direction of the Comprehensive Housing Division Director which consists of all residential services offered by the Nation, including but not limited to, all rental programs, the rent-to-own program, and the residential sales and mortgages programs.

(b) "Landlord" means any person or entity within the Nation's jurisdiction in their capacity to rent real property subject to a rental agreement.

(c) "Nation" means the Oneida Nation.

(d) "Premises" means the property covered by a rental agreement, including not only the real property and fixtures, but also any personal property furnished by the landlord pursuant to a rental agreement.

(e) “Rental Agreement” means 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.

(f) “Reservation” means all 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.

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

(h) “Tenant” means the person granted the right to use or occupy a premises pursuant to a rental agreement.

(i) “Tribal member” means an individual who is an enrolled member of the Nation.

(j) “Security Deposit” means a payment made to the landlord by the tenant to ensure that rent will be paid and other responsibilities of the rental agreement performed.

611.4. Rental Agreement Documents

611.4-1. *Severability of Rental Agreement Provisions.* The provisions of a rental agreement are severable. If any provision of a rental agreement is void or unenforceable by reason of any law, rule, regulation, or judicial order, the invalidity or unenforceability of that provision does not affect other provisions of the rental agreement that can be given effect without the invalid or unenforceable provision.

611.4-2. *Requirements of Rental Agreements and Terminations.* A rental agreement or termination of a rental agreement is not enforceable unless it meets the requirements of this law and is in writing.

(a) All rental agreements shall:

(1) Set forth the amount of rent or other consideration provided in exchange for the ability to use/occupy the premises;

(2) Set forth the required amount of security deposit and require payment of the security deposit prior to the tenant(s) taking use/occupancy of the premises, if applicable;

(3) Set the time of commencement and expiration of the rental agreement;

(4) Provide a reasonably definite description of the premises;

(5) If the Nation is the landlord, state that nothing in the agreement may be considered a waiver of the Nation’s sovereign immunity, provided that tenants may seek enforcement of a rental agreement or dispute an action taken pursuant to a rental agreement with the Oneida Judiciary; and

(6) Be signed by both the landlord and the tenant(s) prior to the tenant(s) taking use/occupancy of the premises;

(A) The rental agreement is not required to be signed by all adults using/occupying the premises, provided that the rights and responsibilities contained in the rental agreement do not extend to persons that are not named as tenants in the rental agreement.

(B) Unless legally separated, if a tenant(s) is married, the landlord shall require that each spouse sign the rental agreement.

(b) Any provision of a rental agreement that does any of the following is void and unenforceable.

(1) Allows a landlord to do or threaten to do any of the following because a tenant has contacted an entity for law enforcement services, health services or safety services:

(A) Increase rent;

(B) Decrease services;

(C) Bring an action for eviction unless authorized by the Eviction and Termination law; and/or

(D) Refuse to renew a rental agreement.

(2) Except as otherwise provided in this law in regard to domestic abuse, authorizes the eviction or exclusion of a tenant from the premises other than through the process described in the Eviction and Termination law.

(3) Requires the tenant to pay attorney's fees or costs incurred by the landlord in any legal action or dispute arising under the rental agreement except as supported by a court order.

(4) States that the landlord is not liable for property damage or personal injury caused by negligent acts or omissions of the landlord. This subsection does not affect ordinary maintenance obligations of a tenant under 611.5-3(b) or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.

(5) Imposes liability on the tenant for any of the following:

(A) Personal injury arising from causes clearly beyond the tenant's control.

(B) Property damage caused by natural disasters or by persons other than the tenant or the tenant's guests or invitees. This subsection does not affect ordinary maintenance obligations of a tenant under 611.5-3(b) or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.

(6) Waives any obligation on the part of the landlord to deliver the premises in a fit and habitable condition or to maintain the premises during the tenant's tenancy.

(7) Allows for periodic tenancy, which for the purposes of this section means when a tenant uses/occupies a premises without an effective and valid rental agreement by paying rent on a periodic basis including, but not limited to, day-to-day, week-to-week and month-to-month.

611.4-3. *Assignment of Rental Agreements Not Permitted.* Assignments of rental agreements are not permitted under any circumstances.

611.5. Rights and Duties of Landlords and Tenants

611.5-1. This section governs the rights and duties of the landlord and tenant in the absence of any inconsistent provision found in a valid rental agreement.

611.5-2. *Disposition of Personal Property Left by the Tenant.* If the tenant moves from or is evicted from the premises and leaves personal property, the landlord may presume that the tenant has abandoned the personal property and may dispose of said property in any manner that the landlord, in their sole discretion, determines is appropriate, provided that:

(a) The landlord shall hold personal property for a minimum of five (5) business days and the tenant may retrieve said personal property by contacting the landlord.

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

(c) The Comprehensive Housing Division shall create rules further governing the disposition of personal property on Tribal land.

611.5-3. *Repairs; Untenability.* This section applies to all rental agreements if there is no contrary provision in writing signed by both parties.

(a) *Duties of the Landlord.*

(1) Except for repairs made necessary by the negligence of, or improper use of the premises by the tenant, the landlord has a duty to do all of the following:

(A) Keep in a reasonable state of repair portions of the premises over which the landlord maintains control.

(B) Keep in a reasonable state of repair all equipment under the landlord's control necessary to supply services that the landlord has expressly or impliedly agreed to furnish to the tenant, such as heat, water, elevator, or air conditioning.

(C) Make all necessary structural repairs.

(D) Except as provided in section 611.5-3(b)(2), repair or replace any plumbing, electrical wiring, machinery, or equipment furnished with the premises and no longer in reasonable working condition.

(E) Comply with any laws or rules of the Nation that are applicable to the premises.

(2) If the premises are part of a building where other parts are occupied by one (1) or more other tenants, negligence or improper use by one (1) tenant does not relieve the landlord from the landlord's duty to make repairs as provided in 611.5-3(a)(1), provided that the landlord may require the responsible tenant to pay for such repairs.

(3) A landlord shall disclose to a prospective tenant, before entering into a rental agreement with or accepting any earnest money or security deposit from the prospective tenant, any violation of either the Building Code of the Oneida Nation or the Zoning and Shoreland Protection Ordinance if all of the following apply:

(A) The landlord has actual knowledge of the violation;

(B) The violation affects the dwelling unit that is the subject of the prospective rental agreement or a common area of the premises;

(C) The violation presents a significant threat to the prospective tenant's health or safety; and

(D) The violation has not yet been corrected but the landlord shall correct the violation prior to the tenant taking occupancy of the premises.

(4) If the premises are damaged by fire, water or other casualty, not the result of the negligence or intentional act of the landlord, this subsection is inapplicable and either section 611.5-3(b) or (c) governs.

(5) The landlord is responsible for all required pest control to keep the premises in a safe and healthy condition, provided that where an infestation has occurred due to the acts or inaction of the tenant the pest control costs may be assessed against the tenant.

(b) *Duties of the Tenant.*

(1) If the premises are damaged, including by an infestation of insects or other pests, due to the acts or inaction of the tenant, the landlord may elect to allow the tenant to remediate or repair the damage and restore the appearance of the premises by redecorating. However, the landlord may elect to undertake the remediation, repair, or redecoration, and in such case the tenant shall reimburse the landlord for the reasonable cost thereof; the cost to the landlord is presumed reasonable unless proven otherwise by the tenant.

(2) The tenant shall keep plumbing, electrical wiring, machinery and equipment furnished with the premises in reasonable working order.

(3) Tenants shall comply with all laws and rules of the Nation.

(c) *Untenability.* If the premises become untenable because of damage by fire, water or other casualty or because of any condition hazardous to health, or if there is a substantial violation of section 611.5-3(a) materially affecting the health or safety of the tenant, the tenant may move from the premises unless the landlord promptly repairs, rebuilds or eliminates the health hazard or the substantial violation of 611.5-3(a) materially affecting the health or safety of the tenant.

(1) The tenant may also move and terminate the rental agreement if the inconvenience to the tenant by reason of the nature and period of repair, rebuilding or elimination would impose undue hardship on the tenant.

(2) If the tenant remains in possession, the landlord shall decrease rent for each month to the extent the tenant is deprived of the full normal use of the premises. This subsection does not authorize rent to be withheld in full, if the tenant remains in possession.

(3) If the tenant justifiably moves out under this subsection, the tenant is not liable for rent after the premises become untenable and the landlord shall repay any rent paid in advance apportioned to the period after the premises become untenable. This subsection is inapplicable if the damage or condition is caused by negligence or improper use by the tenant.

(4) If the Nation is the landlord, alternative housing shall be provided to the extent that it is reasonably available.

(d) *Check-in sheet.* Landlords shall provide all new tenants with a check-in sheet when the tenant commences their occupancy of the premises that the tenant may use to make comments, if any, about the condition of the premises. The landlord shall provide the tenant with seven (7) days from the date the tenant commences their occupancy to complete the check-in sheet and return it to the landlord. The landlord is not required to provide the check-in sheet to a tenant upon renewal of a rental agreement.

(e) *Notice to Enter Required.* The landlord shall provide twenty-four (24) hour written notice prior to entering the tenant's premises where notice is required to either be personally served to the tenant or posted on the premises. A landlord is exempt from this notice requirement in the case of an emergency welfare check. The basis of a welfare check may include, but is not limited to the following:

(1) The landlord believes the tenant's or a child's wellbeing may be in jeopardy based on reports of child abuse or neglect, medical concerns, suspicious activity or other reported information;

(2) The landlord suspects the tenant has abandoned the premises; and/or

(3) The landlord receives notice that the premise's utilities have been disconnected.

(f) *Acts of tenant not to affect rights of landlord.* No act of a tenant in acknowledging as landlord a person other than the tenant's original landlord can prejudice the right of the original landlord to possession of the premises.

(g) *Annual Inspection Required.* In the event the tenant renews the rental agreement for additional terms, the landlord shall, at a minimum, inspect the premises once annually.

611.6. Domestic Abuse Protections

611.6-1. If a tenant notices the landlord of domestic abuse with of any of the following documentation, regardless of marital status, the landlord shall change the locks to the premises and, if the tenant is unmarried, allow the tenant to modify the rental agreement to remove the domestic abuser:

(a) An injunction order under Wis. Stat. 813.12(4) protecting the tenant from a co-tenant;

(b) An injunction order under Wis. Stat. 813.122 protecting a child of the household from a co-tenant;

(c) An injunction order under Wis. Stat. 813.125(4) protecting the tenant or child of the household from a co-tenant, based on the co-tenant's engaging in an act that would constitute sexual assault under Wis. Stat. 940.225, 948.02 or 948.025, or stalking under Wis. Stat. 940.32, or attempting or threatening to do the same;

(d) A condition of release under Wis. Ch. 969 ordering the co-tenant not to contact the tenant;

(e) A criminal complaint alleging that the co-tenant sexually assaulted the tenant or a child of the household under Wis. Stat. 940.225, 948.02 or 948.025;

(f) A criminal complaint alleging that the co-tenant stalked the tenant or a child of the household under Wis. Stat. 940.32; or

(g) A criminal complaint that was filed against the co-tenant as a result of the co-tenant being arrested for committing a domestic abuse offense against the tenant under Wis. Stat. 968.075.

611.6-2. If a tenant is no longer eligible to maintain the rental agreement upon removing a co-tenant domestic abuser from the rental agreement, the landlord shall permit the tenant to remain on the premises for the longer of either the duration of the rental agreement or ninety (90) days from the date the rental agreement is modified. If the latter applies, in addition to removing the co-tenant that is the domestic abuser, the landlord shall also revise the rental agreement to extend its duration.

611.6-3. The Eviction and Termination law provides tenants that are victims of domestic abuse with a defense to eviction should the abusers actions be the cause for eviction.

611.7. Sex Offender Registry

611.7-1. Should a tenant request information about whether any other tenants are required to register as a sex offender, the landlord shall provide the tenant with written notice that they may obtain information about the sex offender registry and persons registered within the registry by contacting the department of corrections. The landlord shall include in such notice the appropriate telephone number and internet site of the department of corrections.

611.8. Termination of Tenancy at Death of Tenant

611.8-1. If a tenant dies, their tenancy is terminated as follows:

(a) If the deceased tenant was the only household member listed in the rental agreement, immediately upon the death of the tenant;

(b) If there were additional adult household members aside from the deceased tenant listed in the household within the rental agreement, then the later of the following, provided that an adult household member remaining in the unit shall assume the tenancy responsibilities under the rental agreement:

(1) Six (6) months after the landlord receives notice, is advised, or otherwise becomes aware of the tenant's death, provided that any extension beyond the original term of the agreement requires an amendment or limited term rental agreement which covers the term of the extension; or

(2) The expiration of the term of the rental agreement.

611.8-2. The deceased tenant or their estate is not liable for any rent after the termination of their tenancy. A landlord may not contact or communicate with a member of the deceased tenant's family for the purpose of obtaining from the family member rent for which the family member has no liability except that if adult household members remain in the rental unit following the deceased tenant's death in accordance with section 611.8-1 or 611.8-4, an adult household member shall assume the tenancy responsibilities pursuant to the rental agreement.

611.8-3. Nothing in this section relieves another adult tenant of the deceased tenant's premises from any obligation under a rental agreement or any other liability to the landlord.

611.8-4. Where the Nation is the landlord, and if the deceased tenant is a Tribal member whose death renders a co-tenant no longer eligible for a rental agreement based on Tribal member status, the non-Tribal member tenant may remain in the premises as follows:

(a) If subject to a standard rental agreement (i.e. not on a rent-to-own basis), see section 611.8-1(b) above.

(b) If the rental agreement was on a rent-to-own basis, the remaining non-Tribal member tenant may remain in the premises for a maximum of six (6) months from the date of the Tribal member tenant's death unless the non-Tribal member tenant has a child that is a Tribal member. In the event the original tenants have a Tribal member child, the non-Tribal member tenant may remain in the premises under the rent-to-own agreement so long as the non-Tribal member tenant either:

(1) Transfers the premises and the rent-to-own agreement to a child of one (1) or both of the original tenants who is a Tribal member, eighteen years or older, and agrees to live in the premises; or

(2) Signs an agreement indicating that the premises and the rent-to-own agreement shall be transferred to a minor Tribal member child when the child is eighteen (18) years old.

(c) Should the non-Tribal member tenant satisfy the payment requirements of the rent-to-own agreement prior to the Tribal member child's eighteenth (18th) birthday, the rent-to-own agreement shall be extended at no additional cost to the tenant and conveyance postponed until the Tribal member child reaches eighteen (18) years of age and the rent-to-own agreement is transferred to the child.

(d) In the event the non-Tribal member tenant either has no children living in the premises that are Tribal members or declines to enter the agreement transferring the rent-to-own agreement to a Tribal member child, the rent-to-own agreement shall be terminated upon the tenant's ineligibility to remain in the rent-to-own program and a limited term rental agreement shall be executed.

611.8-5. Where a landlord is terminating a rental agreement entered on a rent-to-own basis based on death of a Tribal member tenant, the landlord shall pay the remaining co-tenant all equity the tenants may have accrued in accordance with the rental agreement.

611.9. Landlord or Tenant Actions

611.9-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions taken pursuant to this law and/or a rental agreement.

611.9-2. No administrative hearing body, including a board, committee or commission, is authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental agreement.

611.9-3. Where the Nation is the landlord, any complaint filed with the judiciary shall name the Comprehensive Housing Division and the specific program.

611.10. Comprehensive Housing Division Rental Programs

611.10-1. *Available Rental Programs.* Consistent with available funds, the Comprehensive Housing Division shall provide residential rental programs for providing housing to the following types of tenants. The Comprehensive Housing Division shall establish rules naming said programs and providing the specific requirements and regulations that apply to each program:

- (a) Elder Tribal members;
- (b) Low-income Oneida tribal members and families; and
- (c) Tribal members in general.

611.10-2. *Minimum Rental Eligibility Requirements.* In order to be eligible for a rental agreement with CHD, applicants shall meet the following conditions:

- (a) Be eighteen (18) years of age at the time of the application;
- (b) Have no felony or drug convictions within the past two (2) years from the date of application, provided that a pardon or forgiveness received pursuant to the Pardon and Forgiveness law may provide an exception to this condition;
- (c) Meet the local governments' laws' requirements regarding residency restrictions for convicted sex offenders;
- (d) Meet the income requirements for entering the rental agreement as determined by the rental program's governing rules;
- (e) Not hold a residential lease with the Nation; and
- (f) Meet any other 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:
 - (1) May not contain eligibility requirements that consider debt owed or evictions from entities other than the Comprehensive Housing Division; but
 - (2) 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).

End.

Adopted – BC-10-12-16-C
Emergency Amended – BC-01-25-17-C
Emergency Extension – BC-07-26-17-I
Amended—BC-12-13-17-D
Amended—BC- - - -

FINANCE ADMINISTRATION

Fiscal Impact Statement



MEMORANDUM

TO: Oneida Business Committee

FROM: RaLinda Ninham-Lamberies, Chief Financial Officer

DATE: June 2, 2025

RE: **Fiscal Impact Statement of the Proposed Amendments to the Landlord Tenant Law**

I. Estimated Fiscal Impact Summary

Law: Amendments to the Landlord Tenant Law		Draft 1
Implementing Agency	The Comprehensive Housing Division Oneida Judiciary	
Estimated time to comply	10 days	
Estimated Impact	Current Fiscal Year	10 Year Estimate
Total Estimated Fiscal Impact	\$0	\$0

II. Background

This Law was adopted by the Oneida Business Committee by motion on October 12, 2016, and then through resolutions BC-10-12-16-C, and BC-12-13-17-D .

The purpose of this Law is to provide mechanisms for protecting the rights of the landlords and tenants on all land owned by the Nation or members of the Nation within the Reservation boundaries. The amendments to the legislation include the following:

- Expand the laws applicability to Include all land owned by the Nation or members of the Nation within the Reservation boundaries.
- Expand the processes to apply to those listed above.
- Eliminate the Land Commission's rulemaking authority.
- Assure compliance with the Eviction and Termination Law.
- Make provisions for alternate housing when reasonable if property has become untenable.
- Expand child protections.

III. Methodology and Assumptions

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.

Finance does NOT identify the source of funding for the estimated cost or allocate any funds to the legislation.

The analysis was completed based on the information provided as of the date of this memo.

IV. Findings

There are no start-up costs, no increases in personnel are needed, and no increases in office or documentation costs.

V. Financial Impact

There is no fiscal impact of implementing this legislation.

VI. Recommendation

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

Determine next steps regarding three (3) vacancies - Southeastern Wisconsin Oneida Tribal Services...

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. General Information:

Session: ☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: DRAFT materials/discussion

3. Supporting Documents:

- | | | |
|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: Amber Martinez, Recording Clerk

Additional Requestor: (Name, Title/Entity)


Additional Requestor: (Name, Title/Entity)

Submitted By: AMARTIN3



Memorandum

TO: Oneida Business Committee

FROM: Brooke Doxtator, BCC Supervisor 

DATE: June 17, 2025

RE: Appointment(s) – Southeastern Wisconsin Oneida Tribal Services Advisory Board

Background

Three (3) vacancies were posted for the Southeastern Wisconsin Oneida Tribal Services Advisory Board. One (1) vacancy is to complete term ending March 31, 2026, and Two (2) vacancies are to complete terms ending March 31, 2028.

The vacancies have been posted since February 9, 2025. The latest application deadline was June 6, 2025, and one (1) application(s) was received for the following applicant(s):

- Ramona Salinas

Select action(s) provided below:

- 1) accept the selected applicant(s) and appoint to a term ending March 31, 2026 or March 31, 2028 OR
- 2) reject the selected applicant(s) and oppose the vote**; OR
- 3) request the Secretary to re-notice the vacancy(ies)

Accept the May 21, 2025, regular Legislative Operating Committee meeting minutes

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. Session:

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: Personnel Related

3. Requested Motion:

☒ Accept as information; OR

Accept the May 21, 2025, Legislative Operating Committee meeting minutes.

4. Areas potentially impacted or affected by this request:

☐ Finance

☐ Programs/Services

☐ Law Office

☐ DTS

☐ Gaming/Retail

☐ Boards, Committees, or Commissions

☐ Other: *Describe*

5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

- | | | |
|---|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input checked="" type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

7. Budget Information:

- | | |
|---|--|
| <input type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Other: <i>Describe</i> | |

8. Submission:

Authorized Sponsor: Jameson Wilson, Councilman

Primary Requestor: Clorissa N. Leeman, LRO Senior Staff Attorney



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



LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES
Oneida Business Committee Conference Room-2nd Floor Norbert Hill Center
May 21, 2025
9:00 a.m.

Present: Jameson Wilson, Jennifer Webster, Marlon Skenandore, Kirby Metoxen, Jonas Hill

Others Present: Clorissa N. Leeman, Grace Elliott, Carolyn Salutz

Others Present on Microsoft Teams: David P. Jordan, Rae Skenandore, Eric Boulanger, Katsitsiyo Danforth, Kristal Hill, Fawn Cottrell, Ralinda Ninham-Lamberies, Kaylynn Gresham, Fawn Billie, Shannon Stone, Nicole Rommel, Heidi Janowski, Melissa Alvarado, Tavia James-Charles, Mark Powless, Taryn Webster, Leslie Lamberies, Daniel Habeck, Peggy Helm-Quest, Jason Martinez, Diana Taubel, Peggy Van Gheem, Candace House, Ronald Vanschyndel

I. Call to Order and Approval of the Agenda

Jameson Wilson called the May 21, 2025, Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Jennifer Webster to adopt the agenda with one addition: V.1 Rescheduled Summer LOC Community Meeting Notice; seconded by Jonas Hill. Motion carried unanimously.

II. Minutes to be Approved

1. May 7, 2025 LOC Meeting Minutes

Motion by Jennifer Webster to approve the May 7, 2025 LOC meeting minutes and forward to the Oneida Business Committee; seconded by Marlon Skenandore. Motion carried unanimously.

III. Current Business

1. Hunting, Fishing, and Trapping Law Amendments

Motion by Jennifer Webster to approve the updated draft and legislative analysis; seconded by Jonas Hill. Motion carried unanimously.

2. Landlord Tenant Law Amendments

Motion by Kirby Metoxen to approve the updated public comment review memorandum, draft, and legislative analysis for the proposed amendments to the Landlord Tenant law; seconded by Jennifer Webster. Motion carried unanimously.



Motion by Jennifer Webster to approve the fiscal impact statement request memorandum and forward the materials to the Finance Department directing that a fiscal impact statement be prepared and submitted to the LOC by June 6, 2025; seconded by Marlon Skenandore. Motion carried unanimously.

3. Workplace Violence Law Amendments

Motion by Jennifer Webster to accept the updated draft and legislative analysis and defer to a work meeting to address the potential conflict before a public meeting is held; seconded by Kirby Metoxen. Motion carried unanimously.

IV. New Submissions

1. Election Law Emergency Amendments

Motion by Jennifer Webster to approve the request to process emergency amendments to the Election Law, noting Election Law Amendments are already on the Active Files List; seconded by Jonas Hill. Motion carried unanimously.

V. Additions

1. Rescheduled Summer LOC Community Meeting Notice

Motion by Jennifer Webster to approve the updated LOC Summer Community Meeting Notice and reschedule the Summer LOC Community Meeting to be held on June 18, 2025; seconded by Jonas Hill. Motion carried unanimously.

VI. Administrative Updates

VII. Executive Session

VIII. Adjourn

Motion by Jonas Hill to adjourn at 9:41 a.m.; seconded by Marlon Skenandore. Motion carried unanimously.

Approve the travel request - Councilwoman Jennifer Webster - 2025 Women Are Sacred Conference -...

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. Session:

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: Travel Jennifer Webster 2025 Women Are Sacred Conference Milwaukee, July 28-31, 2025

3. Requested Motion:

☒ Accept as information; OR

Approve Travel Jennifer Webster 2025 Women Are Sacred Conference Milwaukee, July 28-31, 2025

4. Areas potentially impacted or affected by this request:

☐ Finance

☐ Programs/Services

☐ Law Office

☐ DTS

☐ Gaming/Retail

☐ Boards, Committees, or Commissions

☒ Other: Oneida Business Committee

5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

- | | | |
|--|--|--|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input checked="" type="checkbox"/> Travel Documents |
| <input checked="" type="checkbox"/> Other: Agenda | | |

7. Budget Information:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Other: <i>Describe</i> | |

8. Submission:

Authorized Sponsor: Jennifer Webster, Councilwoman

Primary Requestor: (Name, Title/Entity)

Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: 6 / 25 / 25 ☐ e-poll requested

2. General Information:

Event Name: 2025 Women Are Sacred Conference

Event Location: Milwaukee, WI

Attendee(s): Jennifer Webster

Departure Date: Jul 28, 2025

Attendee(s):

Return Date: Jul 31, 2025

Attendee(s):

3. Budget Information:

☒ Funds available in individual travel budget(s)

☐ Unbudgeted

☐ Grant Funded or Reimbursed

Cost Estimate: \$ 2023.80

4. Justification:

Describe the justification of this Travel Request:

Council Member Jennifer Webster - 2025 Women Are Sacred Conference, Milwaukee, WI July 28-31, 2025.

3 Day Conference Attached Agenda, National Indigenous "Committed to Our Relatives, Tradition in our Hearts, Future in Our Hearts, Future in Our Hands".

The Women Are Sacred Conference is one of the oldest and largest gatherings of advocates, survivors, Tribal domestic and sexual violence programs, Tribal community members, Tribal leadership, law enforcement, and Tribal court personnel dedicated to ending violence against Native American women and children. Which offers state-of-art training and networking opportunities designed to increase the capacity of Tribal Nations, Tribal domestic violence, and community-based programs to address violence in Tribal communities.

5. Submission

Sponsor: Jennifer Webster, Councilmember

- 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
TRAVEL AUTHORIZATION REQUEST

General Travel Information

Name of Traveler	Jennifer Webster		
<i>Legal name as it appears on Travelers Driver's License or State ID, no nicknames</i>			
Employee Number			
Destination City	Milwaukee, WI		
Departure date	07/28/2025	Return date	07/31/2025
Purpose of travel	2025 Women Are Sacred Conference		
Charged GL Account			

GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources


Per Diem rate per day (meals)	\$ 68.00
-------------------------------	----------

Cost Estimate Information**Personal Automobile Mileage Expenses**

Total miles	284	Multiply by the Mileage rate	\$0.70	\$ 198.80
Description	Rate	Factor	Days	Total
Per Diem for initial travel date	\$ 68.00	0.75	1	\$ 51.00
Per Diem full day at destination	\$ 68.00	1.00	2	\$ 136.00
Per Diem for return travel date	\$ 68.00	0.75	1	\$ 51.00
Included meals total				
Miscellaneous expenses: taxi, parking, fees, etc.				
Sub-Total = Travel Advance				\$ 436.80
Lodging including room, taxes, fees, and hotel parking	\$ 179.00		3	\$ 537.00
Airfare				\$ 0.00
Luggage Fees				\$ 0.00
Car Rental				\$ 0.00
Registration				\$ 550.00
Allowable price adjustment				\$ 500.00
Sub-Total = Virtual Card				\$ 1,587.00
Total Cost Estimate				\$ 2,023.80

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses.
 I also understand that if this advance is not cleared within 10 calendar days after my travel return date,
 the Nation has the authority to withhold any advanced funds from future wages.

Signatures / Approvals

	Signature	Date
Traveler		6-17-25
Department Sign-off		

Send all travel related items to: CentralAccounting_Travel@oneidanation.org

[View in Browser](#)[Home](#) | [News](#) | [About Women Are Sacred](#) | [Contact Us](#)

Registration is Now Open for the 2025 Women Are Sacred Conference!

The Baird Convention Center in Milwaukee, Wisconsin
July 29-31, 2025

National Indigenous Women's Resource Center (NIWRC) is thrilled to share that registration is now open for the **2025 Women Are Sacred (WAS) Conference**, taking place July 29-31, 2025, at the Baird Convention Center in Milwaukee, Wisconsin!

Event Agenda

2025 Women Are Sacred Conference

Tuesday, July 29, 2025

Morning Offering: Water Ceremony

6:00 AM – 6:45 AM | Location: Balrd Skyview Terrace- 4th Floor, North Building

MORNING OFFERING

Begin the day with a water ceremony led by the WWHI team. Together, we will honor water as life, acknowledging its role in our healing, our identities, and our responsibilities. Participants will learn about the importance of our water, and how she carries our prayers, memories, and commitments to future generations.

Check In & Registration

7:00 AM – 9:00 AM | Location: Balrd Center - 4th Floor - DEFG Ballroom

Nourish The Spirit Recovery Support Group

7:00 AM – 8:00 AM | Location: Balrd Center- 2nd Floor- North Building

MORNING OFFERING WELLNESS

A supportive space dedicated to centering peace, mindfulness, and relationship to self and others, grounded in the wellbriety movement.

Opening Session

9:00 AM – 11:00 AM | Location: Balrd Center - 4th Floor - DEFG Ballroom

PLENARY

NIWRC Welcome, Traditional Welcome, Posting of Colors, and Land Acknowledgement
9:00 AM – 9:30 AM

Introductions: Board, Staff, Federal Partners, and Co-Sponsors
9:30 AM – 9:45 AM

ACYF Remarks
9:45 AM – 10:00 AM

Remarks: TBD
10:00 AM – 10:30 AM

Cultural Presentation: Woodland Sky Dance Company
10:30 AM – 11:00 AM

Opening Plenary Session

11:00 AM – 12:00 PM | Location: Balrd Center- 4th Floor - DEFG Ballroom

PLENARY

Working Lunch: Presentation of Tillie Black Bear Memorial Award
12:00 PM – 1:30 PM

Breakout Sessions

1:30 PM – 3:00 PM | Location: Balrd Center - 2nd Floor - North Building

BREAKOUT SESSIONS

Drafting Strong Tribal Victim's Rights Codes: Key Considerations for Tribal Justice Systems

1:30 PM – 3:00 PM

Victims of crime in tribal communities deserve strong legal protections that uphold their rights and ensure access to justice. This session will provide practical guidance on drafting and implementing Tribal Victim's Rights Codes. Using TLPI's Tribal Legal Code Resource: Victim's Rights Condensed Guide for Drafting Tribal Victim's Rights Codes, the presentation will explore essential victim rights, including notification, participation, and restitution. Attendees will learn best practices for aligning victim protections with tribal values, strengthening enforcement mechanisms, and addressing common challenges in drafting and implementing these laws. This session will equip participants with the knowledge and tools needed to enhance victim-centered justice within their tribal legal frameworks.

Securing Shelter: Addressing Alaska's Housing Crisis for Alaska Native Survivors

1:30 PM – 3:00 PM

Alaska Native survivors of domestic violence are facing a critical housing crisis in our state. From February 2023 to June 2024, the Alaska Native Women's Resource Center conducted a comprehensive statewide assessment to identify housing challenges and potential solutions for Alaska Native survivors of gender-based violence. The findings reveal that domestic violence and housing insecurity are inextricably linked, creating a dangerous cycle where survivors must choose between staying with abusers or facing homelessness. With overcrowding rates four times the national average and over 44% of rural Native village households classified as severely overcrowded, Alaska's housing crisis particularly impacts our Alaska Native survivors and their children. These risks are compounded by geographical isolation, limited services, and socioeconomic factors. Emergency housing is limited and often inaccessible, while long-term housing remains scarce, expensive, and restricted by complex programs. Seasonal worker and tourist housing further reduce options for local survivors.

Our assessment proposes six actionable steps: increase funding and improve service provider collaboration; expand safe homes beyond DV service providers; limit local housing for seasonal workers and tourists; expand current voucher programs; renovate older or vacant structures; and consider options for removing harm-doers from homes. Progress requires a shift in priorities and resources, with Alaska Native communities leading locally-driven strategies that uphold Tribal sovereignty and cultural resilience. Change is essential to break the cycle of violence and provide safety, stability, and justice for Alaska Native survivors.

Elevate|Uplift

1:30 PM – 3:00 PM

Elevate|Uplift is a national TA project strengthening sexual assault services for cultural communities and communities of color. Elevate|Uplift was born out of the SADI Initiative, a project with key takeaways and lessons learned. The study didn't have a strong connection to tribal communities. Elevate|Uplift would like to present on the unique needs and the need for culturally sensitive services in tribal communities.

Human Rights—Indigenous Rights—Women's Rights: How international law addresses gender based violence

1:30 PM – 3:00 PM

Breaking the Silence: Increasing Access to Services for Tribal Sexual Assault Survivors

1:30 PM – 3:00 PM

This workshop centers a deeply rooted and often unspoken reality: sexual violence within Tribal communities is widespread, silenced, and structurally overlooked. Drawing from a comprehensive community-based assessment conducted with the Confederated Tribes of the Umatilla Indian Reservation, facilitators will share findings from surveys, interviews, and focus groups that reveal the layered barriers survivors face—including shame, mistrust, secrecy, untreated trauma, and lack of culturally responsive services.

Through data storytelling and survivor-informed dialogue, participants will explore how normalized abuse, intergenerational trauma, and systemic failure contribute to a crisis of access. The facilitators will discuss the power of community-driven research and the urgent need for wraparound, culturally grounded, and trauma-informed responses.

Participants will leave with key insights from a Tribal-led needs assessment on sexual assault, actionable recommendations for improving trust, access, and services for Native survivors, and tools to initiate or expand community-based conversations around sexual violence, healing, and systemic accountability.

Reclaiming Power: Understanding and Responding to Mental Health and Substance Use Coercion

1:30 PM – 3:00 PM

This interactive workshop explores the intersections of domestic violence, mental health coercion, and substance use coercion. Participants will gain insight into how unsafe partners manipulate and weaponize mental health and substance use to isolate, destabilize, and exert control. Through scenarios and guided discussions, we will examine common coercive tactics and their impacts on well-being, autonomy, and the ability to access support.

The workshop introduces two practical tools—the “Mental Health Coercion Palm Card” and the “Substance Use Coercion Palm Card”—providing a framework for:

- Initiating safe conversations about mental health and substance use coercion.
- Offering validating and affirming responses to survivors' experiences.
- Collaborating with survivors to develop strategies for access to desired services.

Advocates and others supporting survivors will enhance their capacity to recognize subtle forms of coercion and provide more effective, trauma-informed support. This workshop strengthens the bridge between domestic violence services, mental health care, and substance use treatment to create more comprehensive safety nets for survivors.

Speakers

Amanda Lyon

TTA Specialist | National Center on Domestic Violence, Trauma, and Mental Health



Victoria Wynecoop-Abrahamson

Training and Technical Assistance Manager | National Center on Domestic Violence, Trauma, and Mental Health



Gabriela Zapata-Alma

Associate Director | National Center on Domestic Violence, Trauma, and Mental Health

Restoring Dignity: The Medical Forensic Exam as a Path to Healing

1:30 PM – 3:00 PM

The experience of sexual violence can strip a woman of her dignity and causes trauma to the mind, body, and spirit. Typically, with medical care in general, the focus is most often fixated on a physical correction of whatever area of the body is ill or injured. This type of care does not account for addressing the whole person, the mind, body, and spirit of the person. If medical care after a sexual assault is not provided in a way that respects the woman as a whole person, it can compound the harm. Providing medical forensic care in a manner that respects individual traditions and healing needs allows for the care to remain patient-centered while restoring dignity and healing for Tribal women who have experienced sexual violence.

A WAS Conversation with Community: DV Victim Services in Indian Country

1:30 PM – 3:00 PM

“Conversations with Community” (CWC) centers on the lived experiences of community members to address the unique challenges in Indian Country due to violence against Native women. This closed session is a facilitated discussion in a semi-structured group interview with tribal leaders, tribal coalitions, advocates, and survivors. This CWC will explore the current landscape of domestic violence victim services in Indian Country, highlighting both existing resources and the unique challenges that impact approachability, availability, and effectiveness. 4 out of 5 Native women experience some form of violence in their lifetime, and they face murder rates more than 10 times the national average. Despite this crisis, there are only 56 Native-led DV shelters for 574 federally recognized tribes in the United States, leaving many American Indian and Alaska Native (AI/AN) survivors without access to safe housing and essential services. AI/AN survivors of domestic violence face compounded obstacles, including geographic location, jurisdictional complexities, insufficient funding, and limited tribal resources and support systems. These challenges make it difficult for AI/AN survivors to utilize emergency shelter, victim advocate services, legal assistance, and other vital resources. This discussion underscores the importance of increasing support for AI/AN DV programs, expanding shelter availability, and addressing policy gaps to ensure AI/AN survivors receive the protection and services needed to heal and rebuild their lives. Note: This is a closed session.

Life in the Shelter: Centering Culture, Care, and Case Management

1:30 PM – 3:00 PM

**Strengthening Housing Protections for Native Survivors: Rights, Resources, and Culturally Grounded Solutions**

1:30 PM – 3:00 PM

**Break**

3:00 PM – 3:30 PM

Breakout Sessions

3:30 PM – 5:00 PM | Location: Baird Center - 2nd Floor - North Building

**Serving Urban Indigenous Victims and Survivors of Sex Trafficking: Lessons from Project Beacon**

3:30 PM – 5:00 PM

Project Beacon, funded by the Office for Victims of Crime (OVC), was created to increase the quantity and quality of services currently available to American Indian and Alaska Native (AI/AN) victims of sex trafficking who reside in urban areas. Project Beacon is meant to help bridge the divide between urban Indian centers and AI/AN victims of sex trafficking. Join us for a panel discussion and Q&A with grantees as we share about lessons learned as part of Project Beacon.

Speaker

Becki Jordan

National Projects Director | Minnesota Indian Women's Sexual Assault Coalition

Data You Can Use

3:30 PM – 5:00 PM

Violence in Indian Country and Alaska Native communities is a critical and deeply rooted issue, shaped by a complex history of colonization, systemic neglect, jurisdictional challenges, and intergenerational trauma. Here's an overview of what violence in these communities looks like, what we've learned over the past eight years, and how StrongHearts Native Helpline data can support community-driven solutions.

Transformative Work with Our Relatives: Tribal Advocate Program Development

3:30 PM – 5:00 PM

We come to this work as Advocates wanting to make a difference within our own Tribe. Advocate Programs get built because they are needed in the community, and at times, in the process, we might not get the help or support we need to create a program that will stand the test of time.

This session will discuss how we design an impactful Tribal Advocate Program tailored to the intricate needs of Native victims and survivors of domestic and sexual violence. Our methodology is anchored in a holistic framework that encompasses social change and addressing the competing requirements the program has. In this comprehensive workshop, you'll discover how to craft a program that not only addresses the immediate needs but also weaves in the cultural identities of survivors. Participants will strengthen their understanding of how to be responsive to the needs of survivors while also engaging them in social change and social justice frameworks. Participants will gain an understanding of building the framework to ensure they are being responsive to the requirements from their multiple funders.

Healing Through Tech Agency: Technology-Facilitated Abuse Training

3:30 PM – 5:00 PM

MMIW: Honoring our Murdered Relatives through Culturally Sensitive Medicolegal Death Investigation

3:30 PM – 5:00 PM

This 1.5 hour presentation will review the medicolegal death investigation process in Indian Country and Alaska. Participants will learn how to advocate for American Indian/Alaska Native homicide survivors and the deceased while promoting tribal sovereignty and respect for Indigenous communities. Government systems can accommodate the unique spiritual and cultural beliefs around death while maintaining the integrity of the investigative process.

Speaker

Jamie Kallan

Forensic Pathologist | UWSPH

Supporting Survivors of Domestic Violence Navigate Experiences of Suicidality: A Response Guide for Tribal Advocates

3:30 PM – 5:00 PM

Ashlynn Mike AMBER Alert in Indian Country Act 2018

3:30 PM – 5:00 PM

This workshop explores the Ashlynn Mike AMBER Alert in Indian Country Act, a pivotal piece of legislation that strengthened emergency response efforts in Native communities following the tragic abduction and murder of 11-year-old Ashlynn Mike in 2016. Participants will gain a comprehensive understanding of the Act's purpose, its legislative journey, and the critical gaps it aimed to address in child abduction alert systems across tribal lands.

The session will also highlight the development and implementation of programs that emerged as a direct result of the Act, including tribal access to the AMBER Alert system, enhanced training and technical assistance, and interagency collaboration. Attendees will leave with knowledge of how these efforts are improving response times, increasing community awareness, and ultimately saving lives.

This presentation is ideal for tribal leaders, law enforcement, emergency responders, child advocates, and anyone invested in the safety and well-being of Native youth.

A Summary of the Conversation with Community: Invisible Disabilities

3:30 PM – 5:00 PM

Kahua Waiwai: A Sense of Place

3:30 PM – 5:00 PM

ARP

Sheltering Sovereignty: Integrating Trauma-Informed and Culturally Grounded Approaches to Domestic Violence and Narcissistic Abuse Survivors in Tribal Housing Programs

3:30 PM – 5:00 PM

STARS HOUSING

WAS Talks Sessions

5:00 PM – 8:00 PM | Location: Baird Center - 4th Floor - DEFG Ballroom

N8V Dance Fitness Session

6:30 PM – 8:00 PM | Location: Baird Center - 2nd Floor - North Building

Special Event: Bring Your Own Craft

7:30 PM – 9:00 PM | Location: Baird Center - 2nd Floor - North Building

SPECIAL EVENT

Special Event: Dollmaking

7:30 PM – 9:00 PM | Location: Baird Center - 2nd Floor - North Building

SPECIAL EVENT

Wednesday, July 30, 2025

Morning Offering: Sunrise Songs & Giving Thanks

6:00 AM – 6:45 AM | Location: Baird Skyview Terrace - 4th Floor, North Building

MORNING OFFERING

Join WWW! at sunrise for a morning of giving thanks and morning songs. As the day begins, we will gather to honor the importance of sunrise. Welcoming the light with joy, reflection, and traditional songs that uplift our spirits. This pre-session will center teachings on gratitude and the power of starting each day in a good way, grounded in Indigenous knowledge and cultural practice.

Check In & Registration

7:00 AM – 9:00 AM | Location: Baird Center - 4th Floor - DEFG Ballroom

Nourish The Spirit Recovery Support Group

7:00 AM – 8:00 AM | Location: Baird Center - 2nd Floor - North Building

MORNING OFFERING WELLNESS

A supportive space dedicated to centering peace, mindfulness, and relationship to self and others, grounded in the wellbriety movement.

Breakout Sessions

8:45 AM – 10:15 AM | Location: Baird Center - 2nd Floor - North Building

BREAKOUT SESSIONS

TBD

8:45 AM – 10:15 AM

Strengthening Collaborations to Enhance Safety and Services

8:45 AM – 10:15 AM

This workshop will focus on strengthening collaborations among state funding administrators, state domestic violence coalitions, local domestic violence programs, tribal programs, and other key partners to enhance services and safety for survivors. This workshop is specifically intended for FVPSA State Administrators, state domestic violence coalitions, and FVPSA Tribal grantees.

Recognizing and Responding to Elder Abuse in Tribal Communities: Building Culturally Responsive Protection Systems

8:45 AM – 10:15 AM

TBD

8:45 AM – 10:15 AM

MMIP Peer Support Group development & Integrating Direct Services

8:45 AM – 10:15 AM

This workshop highlights how peer support groups function as essential components within the MMIP movement while demonstrating their progression into direct service models. MMIP support groups with their foundations in community, culture, and resilience deliver emotional care and advocacy while creating connections for families affected by violence and systemic neglect.

Participants will learn about the guiding principles these support groups operate under as well as their dedication to cultural awareness and trauma-sensitive approaches. The session demonstrates essential methods for establishing and maintaining a support group which includes group organization and participation rules as well as trust development and outreach methods.

The workshop investigates developing direct service capabilities which provide essential crisis response support together with legal advocacy and mental health navigation. Participants will examine both opportunities and obstacles related to this growth through real-world insights and lived experiences with a focus training and infrastructure development.

The workshop provides service providers and advocates alongside family members with a practical approach based on cultural understanding to build and reinforce support systems for MMIP families while respecting the vital processes of community healing and justice.

Indigenizing Harm Reduction at the Intersection of Domestic Violence, Mental Health, and Substance Use

8:45 AM – 10:15 AM

Indigenous communities of Turtle Island are grounded in cultural teachings that center the strength of the feminine spirit, the sacredness of medicinal plants, and our innate connections with the spirit world and one another. Today, these teachings are often labeled as harm reduction. These interconnected teachings have diminished over the centuries due to historical and intergenerational trauma, stigmatizing Indigenous survivors experiencing the intersection of domestic violence, substance use, and mental health.

It is through these teachings, that we as advocates and service providers, must continue to utilize to support Indigenous survivors. In this workshop, we will center survivors' experiences and reconnect with Indigenous teachings that uplift harm reduction values and disrupt historical and intergenerational trauma at the individual, community, and institutional levels. By reconnecting and identifying these harm reduction values, it provides an opportunity for participants to collaborate and discuss the variety of ways we can reclaim and uplift the experiences of Indigenous women, children, and two-spirit relatives that have or are experiencing the intersection of domestic violence, substance use, and mental health.

Calling your Spirit Home: Strategies for Taking Care of Yourself

8:45 AM – 10:15 AM

Walking alongside victims of crime as they heal and connect to themselves, relatives, and the broader community can be a difficult journey with ups, downs, and potential setbacks. As victim service providers, community members, and Tribal leaders, we can feel the heaviness of carrying our relatives' stories. Creating a support network, leaning on traditional practices, and remembering the resilience of Native people can sustain us and strengthen our ability to move through our difficult emotions so we can support loved ones in their struggles. Join this conversation hosted by the Office for Victims of Crime (OVC) Tribal Victim Services Training and Technical Assistance (T-VSTT A) to learn about harnessing the power of traditional healing, taking care of yourself, and cultivating compassion in challenging situations.

A WAS Conversation with Community: Traumatic Brain Injury

8:45 AM – 10:15 AM

A "Conversation with Community" (CWC) centers on the lived experiences of community members to address the unique challenges in Indian Country due to violence against Native women. This closed session is a facilitated discussion in a semi-structured group interview with participants who have lived experience or have provided support to survivors. This CWC will focus primarily on traumatic brain injury (TBI) among Native women survivors of domestic violence. Violence, including traumatic impacts to the head, strangulation, and choking, are among the leading causes of TBI. These actions can cause temporary to lifelong damage to the brain, resulting in behavioral/cognitive symptoms, altered perception symptoms, and/or negatively impact physical symptoms. Some common symptoms caused by TBI are concussions, memory loss, balance problems, irritability, inability to focus or pay attention, headaches, and many other unseen effects. The impact of TBI can be debilitating, interfering with daily function and disrupting the dynamics of relationships. The National Indigenous Women's Resource Center (NIWRC) aims to identify the most effective ways to support survivors living with TBI.

Working at the Intersection of Housing Insecurity/Homelessness and Human Trafficking

8:45 AM – 10:15 AM

ARP

Shelter Basics: The Day-to- Day Operations of Native Safe Houses

8:45 AM – 10:15 AM



Break

10:15 AM – 10:30 AM | Location: Baird Center - 2nd Floor - North Building

Breakout Sessions

10:30 AM – 12:00 PM | Location: Baird Center - 2nd Floor - North Building



Utilizing VAWA 2022 Special Tribal Criminal Jurisdiction to address Safety in Tribal Communities: Lessons Learned, Practical Tips, and Available Resources

10:30 AM – 12:00 PM

NCAI VAW Task Force Working Group Discussion to Restore Sovereignty and Increase Women's Safety

10:30 AM – 12:00 PM

Kuleana: Sacred Responsibilities

10:30 AM – 12:00 PM

Creating Safe Spaces

10:30 AM – 12:00 PM

This will be a safe and sacred space to share your thoughts, your truths, your successes, and even your challenges and failures as we continue the vital work of supporting victim-survivors in Indian Country and Alaska Native communities.

We acknowledge the strength it takes to do this work — and the weight it often carries. Whether you're a frontline advocate, a counselor, an elder, or someone impacted by violence in your community, your voice matters here.

Be a Revolutionary: Storying the Future

10:30 AM – 12:00 PM

This interactive session centers the brilliance of Indigenous survivors, cultural workers, and community leaders who are reimagining anti-violence work rooted in sovereignty, futurism, and tradition. Grounded in Nlmiipuu teachings and personal storytelling, tai simpson will guide participants through a transformative journey exploring how our traditional practices, matriarchal wisdom, and collective memory are tools for both surviving and thriving.

This session will:

- Offer community-led, culturally based strategies for addressing domestic and sexual violence, trafficking, and MMIR
- Share place-based, land-rooted stories from our Nations
- Introduce anti-carceral, survivor-led alternatives to safety and accountability that uplift our sovereignty and ancestral intelligence
- Explore storytelling as a practice of healing, organizing, and policy-shifting in Tribal communities

With laughter, language, and love, we'll tap into what it means to radically move from trauma to transformation.

Culturally Honoring Trauma Informed Care for Indigenous Communities

10:30 AM – 12:00 PM

Honoring Healing: From Trauma-Informed Care to Healing-Centered Engagement

10:30 AM – 12:00 PM

Fireside Session: Advocate Storytelling

10:30 AM – 12:00 PM

Best Practices for Trauma- Informed Care with Native Sex Trafficking Victims

10:30 AM – 12:00 PM



This workshop will concentrate on the services offered by Pathfinder Center for Native Sex Trafficking Victims. Pathfinder Center is the sole long-term shelter in South Dakota that provides unique services specifically tailored for Native victims of sex trafficking and their children. The workshop will cover trauma-informed approaches and best practices. Participants will be educated on how to effectively work with victims, avoid triggers, being more trauma informed and assist victims in establishing selfworth, discover their purpose, and begin their healing journey

Rooted in Care: Housing Practices That Honor Every Survivor's Journey

10:30 AM – 12:00 PM



Lunch on your Own

12:00 PM – 1:30 PM

Breakout Sessions

1:30 PM – 3:00 PM | Location: Baird Center - 2nd Floor - North Building



"Voices from the Land: Digital Storytelling & Land-Based Healing for First Nations Survivors" An Experiential Training in Culturally-Rooted Tools for Wellness & Transformation

1:30 PM – 3:00 PM

TBD

1:30 PM – 3:00 PM

Creating a transnational Indigenous women's movement: ILRC work in Peru

1:30 PM – 3:00 PM

Soul Retrieval Through Meditation: Creating A Space for Healing

1:30 PM – 3:00 PM

In the Oglala Sioux spiritual tradition, it emphasizes the importance of wholeness and balance in the individual. This interactive workshop will address the practice of meditation as a positive tool for (soul loss).

Many indigenous women who have faced domestic violence, cultural and personal trauma are subjected what is referred to as soul loss. Soul loss is described in many indigenous cultures as the belief that a person's soul can become fragmented or lost due to trauma, illness or other overwhelming circumstances.

Through spiritual practices like meditation, it allows the individual to regain balance and restoration.

Meditation is an inward journey and a practice that involves systematic calming of the mind and body and leads to greater self-awareness.

This workshop will include discussion, interactive instruction, and the practice of meditation.

The Wisawa Project - Safety Planning

1:30 PM – 3:00 PM

This safety training will provide more than physical defensive tactics, we'll cover the mindset & heart set our warriors need to ensure they make it back home. Bring an open mind, open heart along with a pen & paper. We'll dive deep into practical measures and steps to take when considering your safety & security, for you, your friends & loved ones.

Presenting Uncomfortable Topics of Violence to Youth from a Cultural Perspective

1:30 PM – 3:00 PM



Native youth carry a heightened risk for experiencing violence. Informing them of warning signs, risks, consequences, and available resources is essential to promoting knowledgeable, confident individuals and safer communities. This workshop will address how to discuss uncomfortable topics of violence (domestic violence, sexual assault, teen dating violence, etc.) with Native youth. The presentation will include information on promoting body sovereignty/consent, addressing violence in a culturally appropriate way, unique and active ways to engage teen discussion and attention, and how to respond to teen inquiries in an intersectional and trauma-informed manner.

Yolngu, Traditional Indigenous Approaches to Wellbeing

1:30 PM – 3:00 PM

The Guruttu framework is a Kinship system that promotes the cultural well being of Yolngu people – (Aboriginal people from Northeast part of Australia).

Betina will go through the Yolngu metaphor and the fibres that bring women and children together. Especially when going through Domestic and Family Violence.

Through the Guruttu framework kinship system, Rhoda will try and showcase the success, failures and journey that Galiwinku Womens space has gone through in fighting the government and society to use Guruttu to build an organization and support women and children going through Domestic, Family and Sexual violence in a culturally safe way.

The Work of the Not Invisible Act Commission

1:30 PM – 3:00 PM



Reclaim, Rebuild and Heal: The Spirit Journey Healing Village

1:30 PM – 3:00 PM



Co-Sheltering Survivors and Their Pets Together: A Review of Models

1:30 PM – 3:00 PM

STARS/HOUSING

The experience of sexual violence can strip a woman of her dignity and causes trauma to the mind, body, and spirit. Typically, with medical care in general, the focus is most often fixated on a physical correction of whatever area of the body is ill or injured. This type of care does not account for addressing the whole person, the mind, body, and spirit of the person. If medical care after a sexual assault is not provided in a way that respects the woman as a whole person, it can compound the harm. Providing medical forensic care in a manner that respects individual traditions and healing needs allows for the care to remain patient-centered while restoring dignity and healing for Tribal women who have experienced sexual violence.

Speaker



Chanel Vanden Berk
Forensic Nursing Specialist | International Association Of Forensic Nurses

Break

3:00 PM – 3:30 PM

Breakout Sessions

3:30 PM – 5:00 PM | Location: Baird Center - 2nd Floor - North Building

BREAKOUT SESSIONS

Igniting Spaces of Healing: Land & Cultural-Based Approaches to Ending Violence in First Nations Communities

3:30 PM – 5:00 PM

Strengthening Collaborations to Enhance Safety and Services

3:30 PM – 5:00 PM

This workshop will focus on strengthening collaborations among state funding administrators, state domestic violence coalitions, local domestic violence programs, tribal programs, and other key partners to enhance services and safety for survivors. This workshop is specifically intended for FVPSA State Administrators, state domestic violence coalitions, and FVPSA Tribal grantees.

TBD

3:30 PM – 5:00 PM

Culture As Protective Factors

3:30 PM – 5:00 PM

Sharing our story and using culture as a protective factor and a key in our healing journey. How I've used my lived experience to be an advocate and traditional healer in my region. From victim to advocate, to owning my story and helping others.

Creative Civil Remedies Against Non-Indian Offenders in Indian Country

3:30 PM – 5:00 PM

Violent crime committed by non-Indians against Native people on tribal lands can be challenging for sovereign Tribal nations to address effectively. Exercising expansive, creative civil jurisdiction (in addition to or as an alternative to exercising criminal jurisdiction) can increase safety and justice for tribal communities. Nations subject to Public Law 280 as well as smaller tribal communities lacking robust, developed court systems can utilize these tools to impose impactful consequences for both Indian and non-Indian perpetrators.

Remembering our Sisters: Youth Storytelling, and Advocacy

3:30 PM – 5:00 PM

As there is no one way to be affected by the MMIWG2SP+ epidemic, there is not one correct way to advocate for visibility and justice. Six young advocates through the Center for Native American Youth's Remembering Our Sisters Fellowship bring new and diverse perspectives to MMIP advocacy. The 2025 Remembering Our Sisters Fellows include Jori Cowley (Cherokee and Shawnee), Jaden Shirley (Navajo), Fabian Mendoza (Muckleshoot), Sophia Madrigal (Cahuilla Band of Indians and Turtle Mountain Chippewa descent), Angelina Hinojosa (Pinoleville Pomo Nation), Carrie Johnson (Chickasaw and Pawnee). Finding their way to advocacy through separate journeys and communities, the Remembering Our Sisters fellows bring a youth perspective to the MMIP movement, along with each of their communities' stories and practices to combat the epidemic.

Please join these fellows in an audience involved panel discussion on their experiences combatting the MMIP+ epidemic in their own communities, as well as sharing their current work on advocacy projects. Through the panel discussion, the Fellows will highlight how the intersection of culturally-informed practices, data tracking and digital storytelling, mental health and substance abuse advocacy and youth-centered practices can progress the fight against MMIP. The session will highlight the importance of including youth voices in policy and advocacy discussion to combat the epidemic and allow space for meaningful intergenerational discussion about the best path forward for all.

Transforming a Trauma Memory into Healing: A Cultural Perspective (Non Federal)

3:30 PM – 5:00 PM

NON FEDERAL

VAWA Sovereignty Initiative Update (non Federal)

3:30 PM – 5:00 PM

NON FEDERAL

Sheltering Our Relatives

3:30 PM – 5:00 PM

ARP

Let's Talk Housing: A Guide for Working with Tribal Housing

3:30 PM – 5:00 PM

STARS/HOUSING

Celebrating All Things Feminine POWWOW + Threads of Community Regalia Parade

7:00 PM – 9:00 PM | Location: Baird Center - 4th Floor - DEFG Ballroom

Thursday, July 31, 2025

Morning Offering: Grounding & Breathwork with the Earth

6:00 AM – 6:45 AM | Location: Baird Skyview Terrace - 4th Floor, North Building

MORNING OFFERING

In this gentle morning session WWHI will guide participants through grounding breathwork, gentle stretching, and connection to traditional plant medicines. Rooted in land-based healing, this experience offers tools to support daily balance and wellness. Through connection with the earth beneath us and the air within us, we will explore simple, powerful practices to stay centered in times of stress or transition. *participants can bring a small blanket or yoga mat

Nourish The Spirit Recovery Support Group

7:00 AM – 8:00 AM | Location: Baird Center - 2nd Floor - North Building

MORNING OFFERING

WELLNESS

A supportive space dedicated to centering peace, mindfulness, and relationship to self and others, grounded in the wellbriety movement.

Breakout Sessions

8:45 AM – 10:15 AM | Location: Baird Center - 2nd Floor - North Building

BREAKOUT SESSIONS

Care Session

8:45 AM – 10:15 AM

Tech

8:45 AM – 10:15 AM

Mens Session


8:45 AM – 10:15 AM

Supporting Survivors Together: Building Trauma-Informed Response Teams for Sexual Assault and Domestic Violence

8:45 AM – 10:15 AM

The Awareness Journey


8:45 AM – 10:15 AM

Healing Together: Empowering Native Youth for a Violence-Free Future
8:45 AM – 10:15 AM

This session will explore how Native youth can reclaim and strengthen their physical, emotional, and spiritual wellness by drawing on traditional knowledge and collective healing practices, particularly in response to the deep impact of the pandemic on Native communities. Native youth have been on the frontlines of navigating challenges in their communities, while imagining a violence-free future for their people.

OFVPS
8:45 AM – 10:15 AM

Tribal FVPSA TTA Resource Network Meeting
8:45 AM – 10:15 AM

Financial and Reporting Practices for ARP Funding
8:45 AM – 10:15 AM


Advocacy Strategies for Survivors with Housing Issues Navigating the Legal System
8:45 AM – 10:15 AM


Break
10:15 AM – 10:45 AM | Location: Baird Center - 4th Floor - DEFG Ballroom

Closing Session
10:45 AM – 12:30 PM | Location: Baird Center - 4th Floor - DEFG Ballroom

Closing Plenary Session 1
10:45 AM – 11:30 AM

Closing Plenary Session 2
11:30 AM – 12:15 PM

Traditional Closing
12:15 PM – 12:30 PM

Approve the travel request - Councilman Jameson Wilson - Midwest Alliance of Sovereign Tribes (MAST)

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. Session:

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

☐ Accept as information; OR

Approve travel request for Councilman Jameson Wilson to the Midwest Alliance of Sovereign Tribes (MAST) Summer Meeting July 21-23, 2025 in Welch, Minnesota.

4. Areas potentially impacted or affected by this request:

☐ Finance

☐ Programs/Services

☐ Law Office

☐ DTS

☐ Gaming/Retail

☐ Boards, Committees, or Commissions

☒ Other: OBC

5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

- | | | |
|---|--|--|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input checked="" type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

7. Budget Information:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Other: <i>Describe</i> | |

8. Submission:

Authorized Sponsor: Jameson Wilson, Councilman

Primary Requestor: Fawn Cottrell, Executive Assistant to Councilman Wilson

Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: 6 / 25 / 25 ☐ e-poll requested

2. General Information:

Event Name: Midwest Alliance of Sovereign Tribes (MAST) Summer Meeting

Event Location: Welch, MN Attendee(s): Jameson Wilson

Departure Date: 07/21/2025 Attendee(s):

Return Date: 07/23/2025 Attendee(s):

3. Budget Information:

☒ Funds available in individual travel budget(s)

☐ Unbudgeted

☐ Grant Funded or Reimbursed

Cost Estimate: 933.00

4. Justification:

Describe the justification of this Travel Request:

The Midwest Alliance of Sovereign Tribes, (MAST) represents the 35 sovereign tribal nations of Minnesota, Wisconsin, Iowa, and Michigan. 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 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. This policy coordination happens through communication with all relevant parties, including members of both chambers of Congress, agencies such as the Indian Health Service, and gaming associations. MAST's Summer Meeting in 2025 is being hosted by the Prairie Island Indian Community.

5. Submission

Sponsor: Jameson Wilson, Councilman

1) Save a copy of this form for your records. [Save a Copy...](#)

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

P.O. Box 265
Gresham, WI 54128-0265
Ph: 715-787-4494



MAST SUMMER MEETING 2025

July 22nd – 23rd, 2025

HOSTED BY: PRAIRIE ISLAND INDIAN COMMUNITY

TREASURE ISLAND RESORT & CASINO

5734 STURGEON LAKE ROAD- WELCH, MN 55089

Hotel Room Reservations \$110.00 per night

1-800-222-7077 MAST Room Block

Registration form

Name: _____ Title: _____

Tribe/Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Fee

The cost of the registration
will be \$200.00 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

Nearby Airports:

MSP (Minneapolis-Saint Paul International Airport)

47 miles to host hotel from airport

ONEIDA NATION
TRAVEL AUTHORIZATION REQUEST

General Travel Information

Name of Traveler	Jameson Wilson		
<i>Legal name as it appears on Travelers Driver's License or State ID, no nicknames</i>			
Employee Number			
Destination City	Welch, Minnesota		
Departure date	07/21/2025	Return date	07/23/2025
Purpose of travel	MAST Summer Meeting 2025		
Charged GL Account	001-4272000-006-701000-000		

GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 68.00
-------------------------------	----------

Cost Estimate Information

Personal Automobile Mileage Expenses

Total miles	550	Multiply by the Mileage rate	\$0.70	\$ 385.00
Description	Rate	Factor	Days	Total
Per Diem for initial travel date	\$ 68.00	0.75	1	\$ 51.00
Per Diem full day at destination	\$ 68.00	1.00	1	\$ 68.00
Per Diem for return travel date	\$ 68.00	0.75	1	\$ 51.00
Included meals total				\$ 82.00
Miscellaneous expenses: taxi, parking, fees, etc.				
Sub-Total = Travel Advance				\$ 473.00
Lodging including room, taxes, fees, and hotel parking	\$ 130.00		2	\$ 260.00
Airfare				\$ 0.00
Luggage Fees				\$ 0.00
Car Rental				\$ 0.00
Registration				\$ 200.00
Allowable price adjustment				\$ 500.00
Sub-Total = Virtual Card				\$ 960.00
Total Cost Estimate				\$ 1,433.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses.
 I also understand that if this advance is not cleared within 10 calendar days after my travel return date,
 the Nation has the authority to withhold any advanced funds from future wages.

Signatures / Approvals

	Signature	Date
Traveler	Jameson Wilson Digitally signed by Jameson Wilson Date: 2025.06.17 13:33:23 -05'00'	
Department Sign-off		

Send all travel related items to: CentralAccounting_Travel@oneidanation.org

Approve the travel request in accordance with § 219.16-1. Oneida Nation Commission on Aging – for nine

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. General Information:

Session: ☒ Open ☐ Executive – must qualify under §107.4-1.
Justification: DRAFT materials/discussion

3. Supporting Documents:

- | | | |
|--|--|--|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input checked="" type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input checked="" type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:

Authorized Sponsor: Winnifred Thomas, Chair/Oneida Nation Commission on Aging

Primary Requestor: Amber Martinez, Recording Clerk

Additional Requestor: *(Name, Title/Entity)*

Additional Requestor: *(Name, Title/Entity)*

Submitted By: AMARTIN3



Memorandum

TO: Oneida Business Committee

FROM: Winnifred Thomas, Chair *Winnifred L. Thomas*

DATE: June 12, 2025

RE: Oneida Nation Commission on Aging travel request for up to nine (9) members to attend the 2025 NICOA American Indian Elder Conference in Durant, Oklahoma.

Oneida Nation Commission on Aging (ONCOA) is respectfully requesting approval from the Oneida Business Committee for up to nine (9) Commissioners to attend the 2025 NICOA American Indian Elder Conference in Durant, Oklahoma.

This conference is the only national conference in the country focusing exclusively on the needs of American Indian and Alaska Native elders. Given that this event is Durant, Oklahoma, Oneida Nation Commission on Aging recognizes the importance of attending because the conference consists of educational presentations from tribal, state and federal organizations. This is a platform where the Oneida Nation Commission on Aging can recommend and educate solutions to policymakers to help improve aging services across Indian Country.

Please find attached the following documents:

1. Memo from Winnifred Thomas, Chair/ONCOA
2. 2025 American Indian Elders Conference Flyer
3. Travel authorization request – Sample
4. ONCOA Meeting Minutes February 11, 2025

Oneida Nation Commission on Aging By-Laws section 1-7(b) reads

Up to nine (9) Commissioners shall attend the Biennial National Indian Council on Aging (NICOA) held every other year for four (4) days.

Oneida Nation Commission on Aging acknowledges the importance of having members attend this conference. This conference provides a great environment and platform for members to acquire a lot of training, knowledge and build relationships with other Elders who provide the same service to their elder community's.

Funding for the Oneida Nation Commission on Aging travelers will come out of the Oneida Nation Commission on Aging budget for FY 2025, in accordance with the Oneida Travel and Expense policy § 219.16-1.

Requested Action

Approve the travel request in accordance with § 219.16-1. Oneida Nation Commission on Aging – for nine (9) members to attend the 2025 NICOA American Indian Elder Conference in Durant, Oklahoma.

E. American Indian Elders Conference**1. September 29 – October 3, 2025, Durant, Oklahoma**

Motion by Claudia Skenadore to approve all nine (9) members to travel to the American Indian Elders Conference seconded Sandra Skenadore Motion Carried.

Ayes: Mary Jane Doxtator, Cathy Metoxen, Neoma Orsburn, Sandra Skenadore, Claudia Skenadore Pearl Webster
Abstained: Carole Liggins

F. Nutrition Advisory Board, meal site (3rd Thursday every month)

1. February 20, 2025, 1:00pm
2. March 20, 2025, 1:00pm
3. April 17, 2025, 1:00pm
4. May 15, 2025, 1:00pm

G. ONCOA Representatives

1. Brown County Aging and Disability Resource Center – Sandra Skenadore
2. Outagamie Aging and Long-Term Support Advisory Committee (ALTS) – Pearl Webster
3. Alzheimer's Dementia – Sandra Skenadore and Mary Doxtator
4. Oneida Alzheimer's Disease Community Advisory Board (CAB) – Mary Doxtator and Sandra Skenadore

XI. EXECUTIVE SESSION**XII. ADJOURN/ROLL CALL**

Motion by Claudia Skenadore to adjourn at 3:08pm seconded Carole Liggins Motion Carried.

Ayes: Mary Jane Doxtator, Carole Liggins, Cathy Metoxen, Neoma Orsburn, Sandra Skenadore, Claudia Skenadore Pearl Webster

Roll call for the record:

SAVE THE DATE

SEPTEMBER 29, 2025 – OCTOBER 3, 2025

2025 AMERICAN INDIAN ELDERS CONFERENCE



CHOCTAW CASINO RESORT DURANT, OKLAHOMA

The National Indian Council on Aging, Inc. (NICOA) is a 501 (c) (3) not-for-profit organization founded in 1976. Our Mission is to advocate for improved comprehensive health, social services, and economic wellbeing of American Indian and Alaska Native (AI/AN) Elders. The membership meets biennially to elect new board members and to establish the NICOA aging policy agenda for the next two years. The biennial meeting is the place where elders can come to educate and recommend solutions to policy makers to help improve aging services across Indian Country.

REGISTRATION INFORMATION COMING SOON

Please visit www.nicoa.org for more information and the latest news on our upcoming conference!

ONEIDA NATION
TRAVEL AUTHORIZATION REQUEST

General Travel Information

Name of Traveler	TRAVELER - SAMPLE		
<i>Legal name as it appears on Travelers Driver's License or State ID, no nicknames</i>			
Employee Number			
Destination City	Durant, Oklahoma		
Departure date	09/28/2025	Return date	10/04/2025
Purpose of travel	2025 American Indian Elders Conference		
Charged GL Account	000-4273006-000-701000-300		

GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 68.00
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Cost Estimate Information

Personal Automobile Mileage Expenses

Total miles		Multiply by the Mileage rate	\$.625	\$ 0.00
Description	Rate	Factor	Days	Total
Per Diem for initial travel date	\$ 68.00	0.75	1	\$ 51.00
Per Diem full day at destination	\$ 68.00	1.00	1	\$ 68.00
Per Diem for return travel date	\$ 68.00	0.75	1	\$ 51.00
Included meals total				
Miscellaneous expenses: taxi, parking, fees, etc.				
Sub-Total = Travel Advance				\$ 170.00
Lodging including room, taxes, fees, and hotel parking	\$ 400.00		7	\$ 2,800.00
Airfare				\$ 800.00
Luggage Fees				\$ 0.00
Car Rental				
Registration				\$ 200.00
Allowable price adjustment				\$ 500.00
Sub-Total = Virtual Card				\$ 4,300.00
Total Cost Estimate				\$ 4,470.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses.
 I also understand that if this advance is not cleared within 10 calendar days after my travel return date,
 the Nation has the authority to withhold any advanced funds from future wages.

Signatures / Approvals

	Signature	Date
Traveler		
Supervisor		

Send all travel related items to: CentralAccounting_Travel@oneidanation.org

Enter the e-poll results into the record regarding the approved travel request for Councilman Jonas Hill to

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. General Information:

Session: ☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: DRAFT materials/discussion

3. Supporting Documents:

- | | | |
|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input checked="" type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:

- | | | |
|--|--|-------------------------------------|
| <input checked="" type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BPIGMAN

From: [Secretary](#)
To: [Secretary](#); [Tehassi Tasi Hill](#); [Brandon L. Yellowbird-Stevens](#); [Lawrence E. Barton](#); [Lisa A. Liggins](#); [Kirby W. Metoxen](#); [Jennifer A. Webster](#); [Jameson J. Wilson](#); [Marlon G. Skenandore](#); [Jonas G. Hill](#)
Cc: [Danelle A. Wilson](#); [Rhiannon R. Metoxen](#); [Kristal E. Hill](#); [David P. Jordan](#); [Janice M. Decorah](#); [Fawn J. Billie](#); [Fawn L. Cottrell](#); [BC Agenda Requests](#)
Subject: E-POLL RESULTS #1: Approve the travel request – Councilman Jonas Hill – Wisconsin Housing and Economic Development Authority, Wisconsin Economic Development Corporation, Public Service Commission of Wisconsin – Bad River, WI – June 9-12, 2025
Date: Friday, June 6, 2025 9:45:02 AM
Attachments: [Approve the travel request - Councilman Jonas Hill - WHEDC, WEDC and PSC - Bad River, WI - June 9-12, 2025.pdf](#)

E-POLL RESULTS #1

The e-poll to Approve the travel request – Councilman Jonas Hill – Wisconsin Housing and Economic Development Authority, Wisconsin Economic Development Corporation, Public Service Commission of Wisconsin – Bad River, WI – June 9-12, 2025, **has carried**. Below are the results:

Support: Lawrence Barton, Jonas Hill, Kirby Metoxen, Marlon Skenandore, Jennifer Webster, Brandon Yellowbird-Stevens

Yawa?kó

Brooke Doxtator

Boards, Committees, and Commissions Supervisor
Government Administrative Office (GAO)

office 920.869.4452

From: Secretary <TribalSecretary@oneidanation.org>
Sent: Tuesday, June 3, 2025 3:15 PM
To: Secretary <TribalSecretary@oneidanation.org>; Tehassi Tasi Hill <thill7@oneidanation.org>; Brandon L. Yellowbird-Stevens <bstevens@oneidanation.org>; Lawrence E. Barton <lbarton2@oneidanation.org>; Lisa A. Liggins <lliggins@oneidanation.org>; Kirby W. Metoxen <KMETOX@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Jameson J. Wilson <jwilson@oneidanation.org>; Marlon G. Skenandore <mskenan1@oneidanation.org>; Jonas G. Hill <jhill1@oneidanation.org>
Cc: Danelle A. Wilson <dwilson1@oneidanation.org>; Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>; Kristal E. Hill <khill@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Janice M. Decorah <jdecora2@oneidanation.org>; Fawn J. Billie <fbillie@oneidanation.org>; Fawn L. Cottrell <fcottrel@oneidanation.org>
Subject: E-POLL REQUEST #1: Approve the travel request – Councilman Jonas Hill – Wisconsin Housing and Economic Development Authority, Wisconsin Economic Development Corporation, Public Service Commission of Wisconsin – Bad River, WI – June 9-12, 2025

Note: Brandon Larry, Marlon, Kirby and Lisa will be here for quorum on June 10th and 11th.

E-POLL REQUEST #1**Summary:**

WHEDA, WEDC, and PSC Tribal Consultation is scheduled for June 10 & 11, 2025, in Bad River, WI. These Consultation allows attendees to work collaboratively to examine new policies or state-wide initiatives that may impact tribal communities, as well as to discuss ideas for how we can be successful in our shared services.

WHEDA: Wisconsin Housing and Economic Development Authority

WEDC: Wisconsin Economic Development Corporation

PSC: Public Service Commission of Wisconsin

Justification for E-Poll:

Consultation occurs on June 10 & 11 travel arrangements will need to occur. Please note travel dates of June 9-12, 2025.

Requested Action:

Approve the travel request – Councilman Jonas Hill – Wisconsin Housing and Economic Development Authority, Wisconsin Economic Development Corporation, Public Service Commission of Wisconsin – Bad River, WI – June 9-12, 2025

Deadline for response:

Responses are due no later than **4:30 p.m., Wednesday, June 4, 2025.**

Voting:


Use the voting button above, if available; OR
Reply with “Support” or “Oppose”.

YawA?kó

Brooke Doxtator

Boards, Committees, and Commissions Supervisor
Government Administrative Office (GAO)


office 920.869.4452

Oneida Business Committee Travel Request**1. OBC Meeting Date Requested:** __ / __ / __☒ e-poll requested**2. General Information:**Event Name: WHEDA, PSC & WEDC Tribal ConsultationEvent Location: Bad River, WIAttendee(s): Jonas HillDeparture Date: 06/09/2025Attendee(s): Jonas Hill Return Date: 06/11/2025Attendee(s): Jonas Hill**3. Budget Information:**☒ Funds available in individual travel budget(s)☐ Unbudgeted☒ Grant Funded or ReimbursedCost Estimate: \$860**4. Justification:**

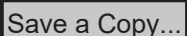
Describe the justification of this Travel Request:

Approve travel request for Councilman Jonas Hill to attend the WHEDA, PSC & WEDC Tribal Consultation in Bad River, WI - June 09-12, 2025.

The tribal consultation process allows collaboration to examine new policies and state-wide initiatives that may impact tribal communities, as well as to discuss ideas for how to be successful in shared services. Through the process, it will help identify strategies and initiatives that may impact Tribal communities, as well as discuss ideas for how we can collaborate to serve Tribal Nations through our programs and resources.

5. SubmissionSponsor: Jonas Hill, Councilman 

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



Public Service Commission of Wisconsin

Summer Strand, Chairperson
Kristy Nieto, Commissioner
Marcus Hawkins, Commissioner

4822 Madison Yards Way
P.O. Box 7854
Madison, WI 53707-7854

TH
mvd
file

May 13, 2025

Chair Tehassi Hill
Oneida Nation of Wisconsin
P.O. Box 365
Oneida, WI 54155

RECEIVED BY:

MAY 15 2025

GOVERNMENT
ADMINISTRATIVE
OFFICE

Dear Chair Tehassi Hill,

The Public Service Commission of Wisconsin (PSC) invites you to attend a Tribal Consultation on **Wednesday, June 11, 2025** in Ashland. I look forward to this opportunity to discuss topics of mutual importance to our governments and identify future steps for collaboration.

Tribal Consultation details:

Date: Wednesday, June 11, 2025
Time: 12:45 p.m.
Location: Bad River Lodge & Casino
73370 US Highway 2
Ashland, WI 54806

Please contact Meghan Sovey-Lashua, the PSC's Tribal Liaison, at Meghan.Sovey1@wisconsin.gov or 608-267-3871, by Friday, May 30, to confirm who will attend the Tribal Consultation from your Tribal Nation, and to submit any topics you would like our agency to include on the agenda. This will allow our team to be as prepared as possible to contribute to the dialogue and answer your questions.

I greatly value and appreciate the opportunity to consult with you and your fellow Tribal Leaders to hear your input, recommendations, and feedback. During the consultation, we will share PSC program updates and available resources. I also would like to learn more about your Tribal Nation's priorities and identify additional ways for us to work together going forward.

Thank you for your consideration of this invitation. I hope we can continue to develop and strengthen the relationship between the PSC and your Tribal Nation.

Sincerely,

Summer Strand
Chairperson
Public Service Commission of Wisconsin



908 East Main Street, Suite 501
Madison, Wisconsin 53703

P.O. Box 1728
Madison, Wisconsin 53701-1728

T 608.266.7884 | 800.334.6873

May 12, 2025

Chairman Tehassi Hill
Oneida Nation of Wisconsin
PO Box 365
Oneida, WI 54155

Dear Chairman Hill,

The Wisconsin Housing and Economic Development Authority (WHEDA) is pleased to invite you to our Annual Tribal Consultation, taking place on Tuesday, June 10, 2025, at:

Bad River Lodge & Casino
73370 US-2, Ashland, WI 54806

As WHEDA's CEO, I truly value the opportunity to spend time together to learn more about your Nation's vision and priorities for housing and economic development. The Tribal consultation process is important to me and to my colleagues at WHEDA. Through the process, we will listen to understand your needs and use your insights to help identify strategies and initiatives that may impact Tribal communities, as well as discuss ideas for how we can collaborate to serve Tribal Nations through our programs and resources.

We appreciate your input regarding topics for the discussion agenda. We want to focus on topics important to you and the Nation. In addition to the discussion, my team and I will share WHEDA updates and initiatives. As always, we welcome your contributions, recommendations, and assistance in creating our shared goals for 2025-2026.

Please contact **Erica Steele, Tribal Liaison**, at: Erica.Steele@WHEDA.com or (414) 336-9083, regarding agenda items and the number of anticipated individuals that will be attending the consultation meeting so that we can plan for materials and provide a final meal count.

I look forward to meeting with you as we continue to strengthen our relationship and collaborative efforts to enhance housing and economic opportunities for Tribal communities throughout the state.

Yours in Shared Progress and Prosperity,

A handwritten signature in black ink, appearing to read "Elmer Moore Jr.", is shown above a horizontal line.

Elmer Moore Jr.
CEO & Executive Director



May 12, 2025

Dear Tribal Leaders,

The Wisconsin Economic Development Corporation (WEDC) would like to invite you to attend the Annual WEDC Tribal Consultation meeting on Tuesday June 10 at 10 am. We will meet at:

Bad River Casino & Convention Center
Odanah, WI 54830

I value the opportunity to hear from you about your priorities. The tribal consultation process is important to me and to my colleagues at WEDC as it allows us to work collaboratively to examine new policies or state-wide initiatives that may impact tribal communities, as well as to discuss ideas for how we can be successful in our shared services. We would appreciate your input regarding topic areas that you would like on the agenda for discussion. In addition to the discussion, my team and I will come prepared to discuss department updates and initiatives. As always, we welcome your contributions, recommendations, and assistance in creating our shared goals for the balance of 2025 and into 2026.

Please RSVP by Tuesday June 3rd to Kate Constalie, Assistant to the Secretary, at: kate.constalie@wedc.org or 608-632-1606, regarding agenda items and the number of anticipated individuals who plan on attending the consultation meeting so that we may ensure we have materials and a final meal count.

I look forward to meeting with you to develop and strengthen our relationship and collaborative efforts to enhance the quality of life for all Wisconsin residents.

Sincerely,

A handwritten signature in dark ink, appearing to read "Missy Hughes", with a long horizontal flourish extending to the right.

Missy Hughes
Secretary / CEO

LOOK FORWARD ►

Department of Workforce Development Tribal Action Plan

September 2024 – September 2025

The Wisconsin Department of Workforce Development (DWD) recognizes and appreciates the State of Wisconsin's unique legal relationship with the 11 federally recognized Tribes with elected or appointed Tribal governments in the state. As affirmed by Gov. Tony Evers' Executive Order #18 of April 9, 2019, state and tribal governments play key roles in efficiently delivering effective services to all the citizens of Wisconsin. This action plan, informed by consultation with the Tribes, highlights mutually agreeable short- and long-term strategies to address issues of interest to Tribes. DWD and the Tribes headquartered in Wisconsin agree to collaborate on these strategies and provide staff support as required to successfully achieve these outcomes.

Item 01	
Item Name	Assist Tribes with Addressing Workforce Challenges
Responsible Party	DWD’s Division of Employment and Training (DET)
In collaboration with	Tribal Leaders, Tribal Departments of Labor, Tribal Human Resources, Workforce Development Boards, Agency Tribal Liaisons
History	<p>At the April 3, 2024, DWD Tribal Consultation meeting and in subsequent meetings, Tribal leaders and DWD reviewed important progress on workforce development collaborations and service delivery. At the same time, Tribal leaders expressed continued concerns about the workforce challenges they are experiencing. The issues included:</p> <ul style="list-style-type: none">• Employee recruitment and retention. Tribal leaders reflected on their achievements in increasing wages and benefits and many tribal enterprises are considered the employers of choice in their neighboring communities and beyond. Tribal human resource leaders also reflected on their efforts to expand their recruitment efforts. Even with this success and continued progress, many Tribal enterprises and communities face challenges with employee recruitment and retention.• Issues of job seeker work readiness, including a mismatch in skills and training, and the lack of soft skills.• Barriers to employment such as the lack of affordable housing, transportation, and broadband access.• High cost and limited availability of childcare, particularly during second and third shifts.• Challenges connecting younger generations with in-demand skills that will lead to rewarding, family-sustaining careers.• Challenges with attracting and retaining certain professions in Tribal and neighboring communities, including doctors, dentists, counselors, and substance use disorders specialists.• Issues with incarceration and substance use disorder rates in Tribal communities.• Lack of access to mental health care and lack of funding to support or expand existing mental health resources.

In summary, while progress is being made, Wisconsin's Tribes are experiencing uneven results in addressing workforce challenges in Tribal government and Tribal services, as well as in Tribal-owned businesses including gaming and hospitality sectors. In comparison with consultations in previous years, more Tribal leaders expressed familiarity with DWD workforce development services. The Tribal leaders reflected on the need for continuing collaboration with DWD to strengthen service delivery.

To help address the workforce issues raised, DWD's Division of Employment and Training (DET) will work closely with the local Workforce Development Boards, the technical colleges, and other state agencies to continue reducing workforce barriers and addressing needs for training and upskilling in Tribal communities.

Outcome/ Update Thanks to Gov. Tony Evers's groundbreaking investment of over \$158 million in the Workforce Solutions Initiative, the administration is working to address the state's workforce needs, including the worker quantity shortage and barriers to entering the workforce among Tribal nations. DWD collaborates with the Tribes on the following Workforce Solutions Initiative programs:

Worker Advancement Initiative

The Worker Advancement Initiative (WAI) serves people whose jobs have not come back since the pandemic, as well as those who were not attached to or were not successful in the labor market prior to the pandemic, by offering subsidized employment and skills training opportunities with local employers. The program builds on the success of current transitional job programs in the state by launching a new, statewide effort to provide subsidized work opportunities to individuals. To date, approximately 291 Tribal members have accessed over 1,454 training and supportive services through targeted outreach and opportunities created in collaboration with the local Workforce Development Boards across the state.

- In Workforce Development Area (WDA) 5, the New Boost Project is partnered with the College of Menominee Nation to provide digital literacy training and career services to Tribal members in collaboration with New North, African Heritage, and Abaxent. A total of 18 individuals successfully completed this programming. Employment details are not yet available.
- In WDA 7, a Construction Management Certification program was created in partnership with the Lac Courte Oreilles Ojibwe College. At Northwood Technical College, there

were cohorts participating in programs on Machine Tool Basics. These programs primarily serve Bad River, Lac Courte Oreilles, and St. Croix. A total of 69 individuals successfully completed this programming.

- In WDA 9, two programs were created in partnership with Ho-Chunk Nation. In the TRANs Training program, participants earn an OSHA 10 certification and apprenticeship pre-test upon program completion. Participants also learn Commercial Drivers' License flagger duties, first-aid and CPR training, proper tool usage, and resume-building skills. A total of 60 individuals successfully completed this programming.
- The Empowerment Training program is derived from the Mending Broken Hearts approach to address intergenerational trauma for Tribal communities. The training program provides financial literacy and workforce readiness skills while considering the specific barriers to entering the workforce that Tribal communities face.

The Workforce Innovation Grant (WIG) Program

WIG helps communities solve their most pressing workforce challenges by financially supporting collaborative, sustainable, and innovative pandemic-recovery plans developed by regional organizations led in collaboration with WEDC. The following WIG programs are in collaboration with Tribes:

- Lac Courte Oreilles received \$4.5 million in WIG funding to develop water infrastructure that will ultimately support the development of Tribal workforce housing units serving 80-120% area median income (AMI) residents.
- Northwoods Technical College, in partnership with the St. Croix Chippewa Indians of Wisconsin, funded a new mobile welding lab that extends access to welding education to St. Croix Tribal members.

The Worker Connection Program

The Worker Connection program provides free career navigation services aimed at expanding career opportunities to job seekers in the greater Milwaukee and Green Bay areas. The program targets organizations that work with justice-involved individuals including adults on probation and parole, inside jails and other correctional facilities, and individuals affiliated with other community-based organizations. Since enrollment began in March 2022, the program has enrolled 65 Tribal members.

Through the Worker Connection program, career navigators offer coaching that meets clients where they're at and quickly connects them with career, training, and supportive services. Navigators use motivational interviewing techniques combined with a trauma-informed lens to guide job seekers through a process to identify strengths and skills that match with job opportunities.

Career navigators have been in touch with the Oneida Nation regarding additional services available to Tribal members. Additionally, career navigators attended the business services meeting for the Menominee Nation in January 2024. Recently, navigators have been collaborating with faculty and conducting monthly outreach at the college.

Tribal Colleges and WIOA-Funded Tuition Assistance

The College of Menominee Nation and Lac Courte Oreilles Ojibwe College each have a program that qualifies for the Workforce Opportunity and Innovation Act (WIOA)-funded tuition assistance and is listed on the state's Eligible Training Programs List.

- At the College of Menominee Nation, the 90-hour Home Health Aide course was developed to provide students with a basic core of specialized instruction and practical health care experience in preparation for employment in-home health care. Students also have the opportunity to progress into a more advanced health care training, such as nursing assistant, practical nursing, and ADN nursing programs.
- At the Lac Courte Oreilles Ojibwe College, the Associate Degree of Nursing program educates students in the art of caring and prepares them with evidence-based knowledge and clinical experience to take the National Council Licensure Examination (NCLEX) for Registered Nurses upon graduation. This fundamental level of nursing helps students to earn a career foundation in the health care field and provides opportunities to work in entry-level nursing positions.

Veteran Outreach and Employment Services

DWD's Office of Veteran Employment Services (OVES) is committed to advancing employment opportunities for Wisconsin veterans through targeted business engagement and services for the veteran community. During the period of January through September 2024, OVES provided 268 services to Tribal members.

OVES has noted a higher population of Tribal members who are veterans and a higher demand for veterans services in several key Workforce Development Areas. From January through September 2024, the strongest demand for services came from Employ Milwaukee, WDA 2; the South Central Wisconsin Workforce Development Board, WDA 10; and the Bay Area Workforce Development Board, WDA 5. The Local Veterans Employment Representatives (LVERs) in these areas are currently making strong efforts to advance relationships with the Tribal communities in these areas.

In WDA 4 and 5, staff met at the Oneida Nation Tribal Veteran Service Officers Meeting on April 19, 2024 to provide a presentation about OVES and its programs. The OVES team will continue to discuss OVES services with the President of the County Veterans Service Officers Association of Wisconsin (CVSOA) and the CVSOA of Menominee Nation and Menominee County.

In WDA 2, OVES staff has formed relationships with Potawatomi Casino and several Tribal veterans who are employed there. OVES will continue to work with Tribal partners to be active in the American Indian Chamber of Commerce (AICC). Staff will continue efforts to partner with AICC for OVES to provide employment assistance for Tribal veterans in these areas.

Support to Communities Grant

DWD is also a proud recipient of the federal Support to Communities grant, which fosters opioid recovery through workforce development. Through this U.S. Department of Labor grant program, DWD was awarded funding to provide training, career services, and supportive services to individuals affected by the opioid crisis. This program has served approximately 57 Tribal members throughout the grant, connecting them to a total of 701 services.

	<p>Job Service Outreach</p> <p>Job service managers continue to work with Tribal communities to partner in engagement and outreach efforts with the goal of meeting constituents where they are at. For example, the Oneida Nation created a space in their library for constituents to access virtual job service resources offered by DWD.</p>
Resources	<p>Workforce Solutions Initiative (wisconsin.gov)</p> <p>Home Page - ETPL (wisconsin.gov)</p> <p>Job Center of Wisconsin - Where Talent & Opportunity Meet</p>

Item 02	
Item Name	Apprenticeships
Responsible Party	DWD's Division of Employment and Training Bureau of Apprenticeship Standards (BAS)
In collaboration with	Tribal Leaders, Tribal Government Staff, and Tribal Employers
History	<p>At the April 3, 2024, DWD Tribal Consultation meeting and subsequent meetings, Tribal leaders expressed interest in sponsoring apprenticeships or expanding apprenticeship opportunities to engage more Tribal members.</p> <p>DWD's Bureau of Apprenticeship Standards (BAS) will meet with interested Tribes to provide information about Registered Apprenticeship, Youth Apprenticeship, and Certified Pre-Apprenticeship.</p> <p>Apprenticeship opportunities can help job seekers build the skills necessary for higher wage employment while helping employers find qualified applicants. DWD's Bureau of Apprenticeship can also support the Tribes in encouraging Tribal members to pursue diverse and expanding career pathways through apprenticeship programming.</p>
Outcome/Update	<p>On Feb. 29, 2024, DWD Bureau of Apprenticeship Deputy Director Liz Pusch presented on Wisconsin Apprenticeship during a virtual meeting open to all tribes and attended by members from Bad River, Oneida, Great Lakes Inter-Tribal Council, Oneida, Menominee, Bad River Band of Lake Superior Chippewa, Sokaogon Chippewa Community and Ho-Chunk. Pusch provided a high-level overview of Wisconsin Apprenticeship and its recent record performance. She also explained the roles and responsibilities of employers and apprentices and discussed the successful partnership with the Wisconsin Technical College System to adapt training programs to employer needs.</p> <p>Trina Schofield, an Ojibwe who gained work experience and management skills at the Potawatomi Casino Hotel in Milwaukee, also presented on efforts by Wisconsin Apprenticeship to expand career pathways into emerging fields. Apprenticeship programs offer a powerful pathway for Indigenous communities to strengthen their workforce, preserve and pass on</p>

traditional skills and knowledge, while also providing valuable opportunities for economic development and self-sufficiency. Through these programs, tribal members can gain hands-on experience and attain nationally recognized credentials in a wide range of fields, empowering individuals and enhancing the collective capacity of our tribes. In her role as an Apprenticeship Training Representative, Schofield supports and facilitates these opportunities, ensuring they align with Tribal communities' needs and aspirations.

Daniel Webster, an Oneida Tribal member and Director of Diversity and Inclusion for the Walbec Group, shared information on his career path and provided a spotlight on how Apprenticeship can lead to success in construction and other careers.

Resources [Apprenticeship – Wisconsin Department of Workforce Development](#)

Item 03

Item Name **Access to Resources**

Responsible Party DWD

In collaboration with Tribal Leaders, Tribal Government Staff, Governor's Office, Agency Tribal Liaisons

History At the April 3, 2024, DWD Tribal Consultation meeting and subsequent meetings, Tribal leaders expressed difficulties navigating state resources and programs and determining which programs best fit their needs.

DWD's divisions are continuing to explore how to best increase their programs' accessibility to Tribal nations at the statewide and regional level. DWD staff will share information about resources during the ongoing DWD and Tribal virtual check-ins between consultations.

The department will continue to work with the Governor's Office and other agencies on how to streamline access to state services.

Outcome/Update **Department-wide Updates**

- DWD hosted its first virtual check-in with Tribes on Feb. 29, 2024 to share resources about apprenticeship and economic/labor market information.
- DWD hosted its second virtual check-in with Tribes on July 26, 2024 to share resources about DWD's Unemployment Insurance Program and the work of the Equal Rights Division to make Wisconsin a fair and just place for all people to live and work.
- DWD’s webpage, dwd.wisconsin.gov/tribalaffairs continues to undergo refinement and provides more information about DWD’s resources for Tribal nations.

Division of Vocational Rehabilitation Update

	DWD DVR Tribal Liaison staff attended a one and a half day training on substance use disorder and co-occurring mental health diagnoses that is co-hosted by American Indian Vocational Rehabilitation (AIVR) projects at Menominee Casino and Resort on April 30, 2024, and May 1, 2024. The training was designed to educate staff about substance use disorders and statistics related to co-occurrence with other disabilities in addition to providing information for resources through the Tribes, community-based organization, and the state. The trainings and learning objectives were jointly developed with DVR and AIVR staff.
Resources	Tribal Affairs (wisconsin.gov)

Item 04	
Item Name	Investing in Tribal Youth
Responsible Party	DWD
In collaboration with	Tribal Leaders, Tribal Government Staff, Local Workforce Development Boards
History	<p>At the April 3, 2024, DWD Tribal Consultation meeting and subsequent meetings, Tribal leaders emphasized the importance of serving the Tribal youth population to invest in the state's future workforce. The following youth resources and services were discussed:</p> <ul style="list-style-type: none">• Financial literacy courses;• Work-readiness courses;• Mental health resources;• Career counseling; and• Youth Apprenticeships. <p>Participants emphasized the importance of culturally competent services and programs for Tribal youth. Tribal members who currently work with Tribal youth discussed the success and engagement in existing programs, the need to expand current programs, and the need to evaluate additional program opportunities. DWD will conduct outreach to the Tribes to outline current services available to Tribal youth. DWD's divisions will explore how to best increase their programs' accessibility to Tribal youth and improve overall cultural competency at the statewide and regional level.</p>
Outcome/Update	<p>Division of Vocational Rehabilitation Updates</p> <p>DWD's Division of Vocational Rehabilitation (DVR) offers work-based learning opportunities to eligible/potentially eligible students. Participation in the program is voluntary, and parental consent is required for all participants.</p> <p>Throughout 2024, DVR worked in partnership with the Lac Courte Oreilles Vocational Rehabilitation program and the Vocational Rehabilitation for Native Americans program offered by the Great Lakes Inter-Tribal Council. The focus of the collaboration was youth engagement and the Tribal summer youth program.</p>

During 2024, the Tribal summer youth program served 70 students. This included two from Lac Courte Oreilles, five from Red Cliff, 28 from St. Croix, and 35 from Bad River.

The program is operated by the Tribal community and is tailored to meet their specific needs. For example, in St. Croix, a six-week program has been implemented that extends beyond DVR's involvement. In recent years, the St. Croix program covered various topics such as spiritual wellness, traditional arts and language, healthy relationships, Narcan training, immersion into the Korean culture, a canoe trip, and concluded by holding a ceremonial Powwow. In Red Cliff and Bad River, similar programs have been discussed, including opportunities for CPR training, work safety, and ATV safety courses.

By collaborating with Tribal partners, DVR can support comprehensive programs like these in St. Croix, Red Cliff, and Bad River, contributing to DWD's commitment to serve potentially eligible students in underserved areas, including tribal communities. Some of the work sites have included Bad River Health Clinic, Bad River Boys and Girls Club, Bad River Maintenance Department, Bad River Legal Department, Bad River Admin Department, Red Cliff Health Clinic, Red Cliff Food Distribution, Red Cliff Library, Red Cliff Youth Center, St. Croix Tribal Office, St. Croix Clinic, and St. Croix Maintenance Crew.

Youth Apprenticeship

A Youth Apprenticeship is a one- or two-year “earn while you learn” program for high school juniors and seniors consisting of work and related classroom instruction in a chosen occupation. Training is received on-the-job where the employer teaches the skills of the occupation. This is augmented by taking courses that are related to that occupation. Youth Apprenticeship (YA) opportunities are organized into 16 broad YA Program Areas. Within each Program Area are a number of more specific Occupational Pathways. Those Program Areas include agriculture, food, and natural resources; architecture and construction; finance; health sciences; hospitality and tourism; information technology; manufacturing, etc. Schools that are interested in offering the YA program, as well as interested employers and students, can find their local YA consortium by contacting the Department of Workforce Development YA staff at YA@dwd.wisconsin.gov, or by looking up your local consortium here: <https://dwd.wisconsin.gov/apprenticeship/contacts.htm>.

Resources	Tribal Affairs (wisconsin.gov) Youth Apprenticeship (wisconsin.gov)
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Item 05

Item Name	Workforce Data
Responsible Party	DWD Division of Employment and Training (DET)

In collaboration with	Tribal Leaders
History	<p>At the April 3, 2024, DWD Tribal Consultation meeting and subsequent meetings, Tribal leaders identified the need for labor and workforce data specific to Tribal nations. HR specialists noted that the data would inform the development and evaluation of recruitment and retention strategies.</p> <p>DWD's Division of Employment and Training includes regional labor market economists who are skilled in assembling and interpreting local data on workforce trends, wages, housing, transportation, and demographics for use in strategic planning and workforce recruitment and retention. The economists are available for Tribal meetings and may provide specific data to support the Tribes in community development and employment success. DWD's Tribal Liaison can facilitate these meetings.</p>
Outcome/Update	<p>DET's Lead Economist Dennis Winters gave a presentation on labor market information and the state of the economy at the department's virtual check-in with Tribes on Feb. 29, 2024.</p> <p>In addition to providing an overview of the labor market successes and worker quantity challenges facing Wisconsin as a whole, Winters' presentation featured information tailored to Tribal data requests. The presentation covered labor market characteristics in key counties with a strong Tribal population and examined the career opportunities based on industry concentration in these counties. Winters also discussed technology trends that may hold promise for shifting valuable Tribal talent from dull and repetitive jobs to more strategic needs.</p>
Resources	Employment & Training Dashboard (wisconsin.gov) WisConomy.com

Item 06	
Item Name	Connections to Vocational Rehabilitation
Responsible Party	DWD Division of Vocation Rehabilitation (DVR)
In collaboration with	Tribal leaders, government staff, and vocational rehabilitation services
History	<p>At the April 3, 2024, DWD Tribal Consultation meeting and subsequent meetings, DVR leadership shared information about the division and Vocational Rehabilitation for Native Americans (VRNA) connections and collaboration on services offered. Both DVR and Tribal leaders expressed the need to keep supporting and enhancing this shared work.</p> <p>DWD will continue efforts to support and expand vocational rehabilitation connections, services, and relationships. DWD will assess the feasibility of continuing to expand DVR Summer Youth Services to other Tribes. In addition, DVR will expand efforts to incorporate culturally specific elements into its rehabilitation services to help counselors work with individuals on their needs related to their disability and intergenerational trauma.</p>

Outcome/Update	<p>On Sept. 20, 2024, approximately 20 DVR staff attended the joint annual meeting and training with staff from AIVR partner programs and Lac Courte Oreilles Casino and Resort. The meeting focused on staff networking with partners, program updates, history of Lac Courte Oreilles, and next steps.</p> <p>DVR also invited Tribal Vocational Rehabilitation partners to present to a meeting of DVR staff and others attended by some 300 people. Presenters included Myrna Warrington, Director of Vocational Rehabilitation for the College of Menominee Nation; Julie Murray of GLITC VRNA; and Ernest Oberst, Oneida VR. The presenters covered historical trauma and informed care.</p> <p>These activities build on attendance by four DVR staff members at the National Consortia of Administrators of Native American Rehabilitation Conference in December 2023 to learn and apply cultural competency to their work alongside WI AIVR partners. The conference was a great opportunity to learn national best practices and network with Tribal partners.</p> <p>Additionally, in January 2024, DVR helped fund an event for Tribal youth with disabilities in collaboration with the College of Menominee Nation to have Bronson Koenig, former UW basketball player and member of the Ho-Chunk Nation, discuss resilience, mental health, and career success.</p>
Resources	Vocational Rehabilitation (wisconsin.gov)

Item 07	
Item Name	Improving Cultural Competency
Responsible Party	DWD
In collaboration with	Governor's Office, Tribal Liaisons, Great Lakes Inter-Tribal Council (GLITC)
History	<p>DWD recognizes the need to expand the department's cultural competencies to improve collaboration with the Tribes and best serve Tribal communities. DWD will evaluate how to best train and educate non-native staff to improve understanding of Tribal histories, cultures and customs, ways of working, shared and individual trauma experiences, Tribal languages, and Tribal services.</p> <p>DWD's Tribal Liaison can assist with these efforts in consultation with agencies' Tribal Liaisons, the Governor's Office, and the Great Lakes Inter-Tribal Council (GLITC).</p>
Outcome/Update	<p>DWD's Tribal Liaison attended the Department of Transportation (DOT) Tribal affairs and cultural competency training on March 6-7, 2024, and is exploring the opportunity to adapt that training for DWD's staff.</p> <p>Four DVR staff members attended the National Consortia of Administrators of Native American Rehabilitation Conference in December 2023 to learn and apply cultural</p>

	competency to their work alongside WI AIVR partners. The conference was a great opportunity to learn national best practices and network with Tribal partners.
Resources	--

Item 08	
Item Name	Resources for Justice-Involved Individuals
Responsible Party	DWD Division of Employment and Training (DET), DWD Division of Vocational Rehabilitation (DVR), Local Workforce Development Boards
In collaboration with	Tribal Leaders, Tribal Governments, the Department of Corrections (DOC)
History	<p>At the April 3, 2024, DWD Tribal Consultation meeting and subsequent meetings, Tribal leaders expressed the need for resources for adults and youth who are justice-involved. Incarceration and re-entry barriers significantly impact individuals' ability to obtain and maintain employment. Conversely, employment is key to combatting recidivism.</p> <p>DWD will conduct outreach to the Tribes to outline current services available to individuals that are justice-involved. As part of the department's increasing accessibility and improving cultural competency efforts, DWD will emphasize evaluating the expansion of these services to Tribal communities and how to cater to Tribal members' needs.</p>
Outcome/Update	<p>In 2017, DET identified strategies to prepare justice-involved individuals for employment when re-entering their community after release. A year later, in 2018, the first correctional job lab opened at Oakhill Correctional Institution in Oregon, WI.</p> <p>Since 2018, 11 correctional job labs have opened, including one mobile job lab and 10 classrooms inside correctional facilities. In 2023, DWD and the Department of Corrections (DOC) assisted nearly 8,729 persons in DOC care through the correctional job labs.</p>
Resources	--

Item 09	
Item Name	DWD's Overall Engagement with Wisconsin's Tribes
Responsible Party	DWD Secretary's Office
In collaboration with	Tribal Leaders
History	At the April 3, 2024, DWD Tribal Consultation meeting and subsequent meetings, improving communication between DWD leadership and Tribal leadership was discussed. DWD is

dedicated to fostering these relationships to improve coordination and better serve Tribal job seekers, employers, and workers.

DWD will provide virtual engagement opportunities on a quarterly basis, or more frequently as mutually determined, for Tribal leaders or their designees to receive updates on resources and opportunities, connect with technical assistance, and develop relationships that support deeper engagement. Additionally, the Secretary plans to visit each of the Tribes over the course of the year.

DWD is also interested in increasing Tribal representation on its various councils and boards to provide more opportunities for engagement and increase collaboration. The department will continue this discussion with Tribal leaders and communities to gauge interest and identify potential appointees.

Outcome/Update

Secretary Pechacek visited Ho-Chunk Nation on March 28, 2024, Menominee Nation on June 12, 2024, Red Cliff on June 25, 2024, Oneida Nation on July 12, 2024, and the Forest County Potawatomi on Aug. 29. Scheduling for other visits is in progress.

The department held a virtual check-in with Tribal leadership and their staff on Thursday, Feb. 29, 2024. This check-in covered information from DWD's Bureau of Apprenticeship Standards and labor market information from the Bureau of Workforce Information and Technical Support. The department also held a virtual check-in on July 16, 2024. This check-in covered information from DWD's Equal Rights and Unemployment Insurance Divisions.

Regarding DWD's councils, Daniel Webster, who is the Director of Diversity and Inclusion for the Walbec Group and a member of the Oneida Nation, was appointed to Wisconsin's Apprenticeship Advisory Council at the end of 2023. He also participated in the department's virtual check-in on Feb. 29, 2024 to discuss his experience with apprenticeship.

Resources

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Wisconsin Economic Development Corporation (WEDC)

Tribal Consultation Action Plan

2024-2025

The Wisconsin Economic Development Corporation (WEDC) and the Federally recognized Tribal Nations of Wisconsin held consultation on April 2nd, 2024. Secretary Missy Hughes met with Tribal leadership to discuss economic development initiatives and potential opportunities for collaboration. Consultation topics are listed in this document as “items” and are the result of issues discussed at consultation. The WEDC and Tribal Nations agree to cooperate to address challenges in economic development and to lay the groundwork for the future.

Item 1	
Item name	Education – Tribal Economic Development & Culture
Responsible Party	WEDC
Collaborators	All Tribal Nations
History	Lac du Flambeau President John Johnson and Tribal administrator Stacy Stone requested that the WEDC increase its knowledge of Tribal culture, Treaties, sovereign Nation status, and economic development.
Outcome/Update	<p>Secretary Hughes shared that staff at the WEDC have enthusiasm to continue to learn about Tribal culture, sovereignty, rights, and support economic development strategies grounded in Tribal culture. Secretary Hughes recognizes that Tribal economic development is holistic, and business development often includes consideration of social issues. WEDC has created a full time Tribal Liaison role starting in July 2024 to continue to build knowledge of Tribal culture with WEDC and build relationships with each Tribal Nation to support their economic development goals. The Tribal Liaison will also educate WEDC staff on Tribal protocols, culture and economic development priorities and ensure that Tribal perspectives are included in program design. WEDC staff attend Tribal functions as appropriate to learn more about Tribal culture and priorities; events include Native American Tourism of Wisconsin (NATOW), Biz Con, Small Business Academy, Tribal Toolbox Tours, Great Lakes Inter-Tribal Council meetings and events.</p> <p>Secretary Hughes and Deputy Secretary Ridders met with Tribal leaders and administrators in Oneida, Menominee, and Stockbridge/Munsee in April 2025 and learned more about the unique culture of each Tribe they visited. There are plans to visit Lac du Flambeau and Red Cliff in May. We will continue to work through opportunities to meet with all 11 federally recognized Tribes in Wisconsin. The WEDC Tribal Liaison has discussed the need for cultural</p>

	education and has organized a Tribal culture presentation by David O'Connor from DPI scheduled for September 2025.
Resources	<p>Wisconsin Department of Administration Tribal Initiative: http://witribes.wi.gov/</p> <p>Wisconsin Department of Public Instruction – Tribal Nations of Wisconsin: https://dpi.wi.gov/amind/tribalnationswi</p>

Item 2	
Item name	Tribal Enterprises and Small Business Development
Responsible Party	WEDC
Collaborators	Tribal Nations
History	<p>Sokaogon (Mole Lake) Tribal planner Karen White and Adam Van Zile initiated a conversation on business development resources including Tribal entry into the emerging cannabis industry.</p> <p>St. Croix Intergovernmental Liaisons Peter LaBlanc and Michael Decorah also expressed a desire to make Tribal business more successful as economic drivers in their communities.</p> <p>Lac Courte Oreilles Tribal Councilman Tweed Shuman added that Tribal owned businesses could use resources to assist with increasing revenue. Shuman also shared that Tribal planners would benefit from educational opportunities regarding Tribal government versus private business development strategies.</p>
Outcome/Update	<p>WEDC Secretary Missy Hughes shared a vision for the future where the WEDC can assist in laying the groundwork for economic development. Secretary Hughes encouraged Tribal Nations to review and apply for WEDC business development programs. The WEDC proposed a \$5M budget line item in the Governors budget to support diversification through a “Tribal Enterprise Accelerator” program.</p> <p>David Fleming, WEDC Tribal Liaison, shared that the WEDC hosted an in-person session of the Small Business Academy at the Lac Courte Oreilles University where business development resources was be shared (April 30, 2024). The Small Business Academy for 2025 has a Tribal location in Lac du Flambeau at the Business Development Corporation building (May 9, 2025)</p> <p>Deputy Secretary, Sam Ridders, recommended Tribal business developers connect with the Small Business Development Centers (SBDC) who have a relationship with the WEDC, and provide business planning support. The SBDCs are invited to the 2025 Tribal Toolbox Tours (April) and share resources with Tribal planners and grant writers. WEDC Tribal Liaison is a Tribal Toolbox Tour planner along with the American Indian Chamber of Commerce – Wisconsin (AICCW), the Wisconsin Indigenous Housing and Economic Development Corporation (WIHEDC), and the Wisconsin Procurement</p>

	<p>Institute (WPI). The WEDC Tribal Liaison also lead a business development panel at the 2024 BizCon conference which included most of Wisconsin's Native Community Development Financial Institutions (NCDFI) and the Wolf River Development Corporation (WRDC; a chartered business wholly owned by the Menominee Indians of Wisconsin).</p> <p>The WEDC recently formed a Key Strategic Partnership with the Great Lakes Inter-Tribal Council (GLITC) that will facilitate greater collaboration in economic and business development as well as to address other concerns raised at Tribal consultation. Secretary Hughes acknowledged that Tribal economic development involves social and environmental considerations which include combating opioid epidemics and issues related to unemployment.</p> <p>Regarding the emerging cannabis industry there is oversight of hemp within the USDA and there is support from Governor Evers on the legalization of marijuana. DATCP at UW-Extension offer resources for the hemp industry. WEDC participated in the Economic Development Administration (EDA) Tribal Toolbox Tour in July-August 2024 and visited six of the eleven Tribal Nations to share resources and learn about economic development priorities of the Tribes. EDA plans to schedule meetings with five more Tribal Nations in the coming months.</p>
Resources	<p>Entrepreneurship Partners Grant: https://wedc.org/programs-and-resources/entrepreneurship-partner-grant/ Small Business Academy: https://wedc.org/smallbusiness/small-business-academy/ Capital Catalyst https://wedc.org/programs-and-resources/capital-catalyst/ Small Business Development Centers (SBDCs) https://wisconsinsbdc.org/ Wisconsin Hemp Resources website: https://datcp.wi.gov/Pages/Programs_Services/Hemp.aspx Wisconsin Hemp: https://fyi.extension.wisc.edu/hemp/ USDA Agricultural Marketing Service Hemp Production: https://www.ams.usda.gov/rules-regulations/hemp WEDC Tribal Liaison; David Fleming Sr. David.fleming@wedc.org</p>

Item 3	
Item name	EV Charging Infrastructure Development
Responsible Party	WEDC
Collaborators	Tribal Nations and WisDOT
History	Oneida Tribal planner Victoria Flowers asked if WEDC can support the development of level 3 charging (fast charges) stations stating that current

	<p>funding mechanisms are aimed at business and do not include Tribal governments (including Tribally owned businesses). Bad River Grant Administrator, Philomena Kebec encouraged WEDC to promote cooperative models for energy development especially for residential and business utilities. She also said three-phase power access is difficult to obtain through current service providers which is ideal for EV charging projects.</p>
Outcome/Update	<p>Secretary Hughes said the WEDC values working alongside Tribal Nations to understand and navigate challenges in new innovations and technology. David Fleming, Tribal Liaison and Beth Haskovec, Director of the Office of Rural Prosperity are available to research and guidance on Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA) grant applications related to the development and expansion of EV infrastructure and developing a resource webinar for Tribal planners; infrastructure for energy projects and best practices regarding energy projects.</p> <p>The Department of Transportation (WisDOT) administers EV infrastructure planning and funding. WEDC has shared this information with WisDOT but also encourages you to directly reach out to their Tribal Liaisons to learn about opportunities and collaboration.</p>
Resources	<p>Wisconsin Department of Transportation: https://wisconsindot.gov/Pages/projects/multimodal/electrification.aspx Federal Funding Table for Tribal Nations: https://driveelectric.gov/tribal-funding</p>

Item 4	
Item name	Youth Employment
Responsible Party	WEDC
Collaborators	Tribal Nations and Department of Workforce Development (DWD)
History	Oneida Tribal Councilman Marlon Skenadore offered working with youth as a priority in their economic development planning and workforce development.
Outcome/Update	<p>Secretary Hughes shared the commitment of WEDC to promote skills development for youth through the Fabrication Laboratories (Fab Labs) Grant Program. The Fab Labs program partners with public schools across the State with equipment such as 3D printers, laser engravers, computer numerical control routers and plasma cutters, which helps students master the skills that are in high demand in the job market. Collaboration is a key feature of these labs, with schools throughout Wisconsin and around the world communicating to share ideas. The deadline for Fab Labs is January 15th, 2025 and David Fleming, Tribal Liaison, shares open applications with schools that serve Tribal members. WEDC has developed marketing materials for the Fab Lab program that highlights the Lac Courte Oreilles grant</p>

	so that we can demonstrate the impact of the program and encourage more schools serving Tribal students to apply.
Resources	<p>DWD Youth Employment: https://dwd.wisconsin.gov/er/laborstandards/workpermit/minoremployment.htm</p> <p>DWD Apprenticeship: https://dwd.wisconsin.gov/apprenticeship/ya/WEDC Fabrication Laboratories Grant https://wedc.org/programs/fabrication-laboratories-grant/</p>

Item 5	
Item name	Wisconsin Brownfield Site Assessment Grant (SAG) & Brownfields Grant
Responsible Party	WEDC
Collaborators	Tribal Nations
History	Lac du Flambeau Tribal President John Johnson suggested that WEDC's Site Assessment and Brownfield grants may prohibit Tribes from applying. He requested that the definition for eligible applicants specifically include Tribes.
Outcome/Update	WEDC is reviewing programs to ensure Tribal entities are eligible to apply. Program guidelines have been updated for FY25 and "Tribal entities" have been identified as eligible applicants in WEDC's Capital Catalyst and Entrepreneurship Partner Grant programs. WEDC's GTI IMAG now includes a definition for "international market" that includes Tribal nations. WEDC continues to review programs to ensure Tribal inclusion and will continue to share updates as changes are made. Recently, "Tribal Entities" have been included as specifically eligible in the Enterprise Partnership Grant application.
Resources	<p>Wisconsin Brownfield Site Assessment Grant (SAG): https://wedc.org/programs-and-resources/site-assessment-grant-program/</p> <p>Brownfields Grant Program: https://wedc.org/programs-and-resources/brownfields-grant-program/</p>

Item 6	
Item name	Workforce Development – Reentry plan
Responsible Party	WEDC
Collaborators	Tribal Nations
History	Lac du Flambeau President Johnson, Oneida Environmental Department, Victoria Flowers, and Oneida Councilman Marlon Skenadore asked about potential WEDC assistance with re-entry resources for Tribal members returning from incarceration.
Outcome/Update	President Johnson shared that reentry programs are considered in Tribal economic development plans and Secretary Hughes shared the importance of considering social and community health issues when planning for economic development. Entrepreneurship development programs are one opportunity for Tribes to support reentry by reducing obstacles to

	employment that people who have criminal histories typically face. The Entrepreneurial Partnership Grant at WEDC is one resource for Tribes interested in establishing programs to support entrepreneurship development. The Department of Corrections also has resources for Reentry programs.
Resources	<p>WEDC Entrepreneurial Partnership Grants: https://wedc.org/programs-and-resources/entrepreneurship-partner-grant/</p> <p>Wisconsin Department of Corrections: https://doc.wi.gov/Pages/Home.aspx https://doc.wi.gov/Pages/AboutDOC/ReentryUnit/ReentryUnitPrograms.aspx</p>

Item 7	
Item name	Green Innovation Fund
Responsible Party	WEDC
Collaborators	All Tribal Nations
History	<p>Lac du Flambeau President Johnson suggested that the Green Innovation Fund could be used by Tribes to replace outdated and inefficient equipment. Deputy Secretary Sam Ridders shared that the Green Innovation Fund is being developed in a way that supports the needs of renewable energy projects. Bad River grant administrator Philomena Kebec noted that “people” are needed to implement projects and that workforce issues are a big challenge. This phenomenon is evident in broadband projects where there are land use issues for lenders on Tribal trust lands. Working lending agreements can take a long time and will be more complicated and complex for Tribal planners.</p>
Outcome/Update	<p>Francisco Sayu, WEDC VP of Productivity and Sustainability is leading the development of the fund and has welcomed Tribal input on the development of the fund; his contact information is shared below.</p> <p>The Green Innovation Fund (GIF) released its first Request for Information (RFI) to develop a portfolio of clean energy projects eligible for financing from the National Clean Investments Fund, part of the Greenhouse Gas Reduction Fund. Secretary Hughes shared the RFI with Tribal leaders and invited them to join the GIF team for an informational webinar on June 25, 2024. Representatives from seven Tribal Nations attended the webinar.</p> <p>The GIF Team is developing a work plan for the implementation of the Solar for All (SFA) program. The GIF Team recognizes that meaningful stakeholder involvement is crucial for effective program design and implementation. To achieve this, the SFA program established a Tribal Stakeholder Advisory Group (SAG) with statewide representation to provide guidance on program design and messaging. There was successful input gathered from Tribal representatives.</p> <p>As sovereign Nations, the participation of Tribal Governments in a SAG and alternative participatory structures that meet Tribal governance needs will be</p>

	<p>established. Wisconsin Solar for All will work closely with Native Nations in Wisconsin to co-create a participatory governance structure that promotes Tribal representation in the Program and ensures that resources and projects are equitably allocated to their communities. Capacity-building resources, such as funding for tribal participation, will be available. 6 of Wisconsin's Tribal Nations participated in the SAG and uncovered needs for skills development and other project life-cycle considerations. Tribal input is being considered in program development with final program descriptions to be completed prior to July 2025.</p>
Resources	<p>Francisco Sayu, Vice President of Productivity and Sustainability: francisco.sayu@wedc.org Green Ribbon Commission Tribal Stakeholders Meeting https://wedc.org/green-ribbon-commission</p>

Enter the e-poll results into the record regarding the approved travel request for Councilman Kirby...

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. General Information:

Session: ☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: DRAFT materials/discussion

3. Supporting Documents:

- | | | |
|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input checked="" type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:

- | | | |
|--|--|-------------------------------------|
| <input checked="" type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BPIGMAN

From: [Secretary](#)
To: [Secretary](#); [Tehassi Tasi Hill](#); [Brandon L. Yellowbird-Stevens](#); [Lawrence E. Barton](#); [Lisa A. Liggins](#); [Kirby W. Metoxen](#); [Jennifer A. Webster](#); [Jameson J. Wilson](#); [Marlon G. Skenandore](#); [Jonas G. Hill](#)
Cc: [Danelle A. Wilson](#); [Rhiannon R. Metoxen](#); [Kristal E. Hill](#); [David P. Jordan](#); [Janice M. Decorah](#); [Fawn J. Billie](#); [Fawn L. Cottrell](#); [BC Agenda Requests](#)
Subject: FW: E-POLL REQUEST #2: Approve the travel request - Councilman Kirby Metoxen - Santa Fe Indian Market (SFIM) - Sante Fe, NM - August 13-18 2025
Date: Friday, June 6, 2025 9:47:56 AM
Attachments: [Approve the travel request - Councilman Kirby Metoxen - Santa Fe Indian Market \(SFIM\) - Sante Fe, NM - August 13-18 2025.pdf](#)

E-POLL RESULTS #2

The e-poll to Approve the travel request - Councilman Kirby Metoxen - Santa Fe Indian Market (SFIM) - Sante Fe, NM - August 13-18 2025, **has carried**. Below are the results:

Support: Lawrence Barton, Jonas Hill, Lisa Liggins, Kirby Metoxen, Marlon Skenandore, Jennifer Webster, Brandon Yellowbird-Stevens

[YawΛ?kó](#)

[Brooke Doxtator](#)

Boards, Committees, and Commissions Supervisor
Government Administrative Office (GAO)
office 920.869.4452

From: Secretary

Sent: Tuesday, June 3, 2025 3:15 PM

To: Secretary ; Tehassi Tasi Hill ; Brandon L. Yellowbird-Stevens ; Lawrence E. Barton ; Lisa A. Liggins ; Kirby W. Metoxen ; Jennifer A. Webster ; Jameson J. Wilson ; Marlon G. Skenandore ; Jonas G. Hill

Cc: Danelle A. Wilson ; Rhiannon R. Metoxen ; Kristal E. Hill ; David P. Jordan ; Janice M. Decorah ; Fawn J. Billie ; Fawn L. Cottrell

Subject: E-POLL REQUEST #2: Approve the travel request - Councilman Kirby Metoxen - Santa Fe Indian Market (SFIM) - Sante Fe, NM - August 13-18 2025

E-POLL REQUEST #2

Summary:

The Santa Fe Indian Market (SFIM) stands as the world's largest and most esteemed Indigenous art marketplace, offering a unique opportunity to witness firsthand how cultural events can serve as powerful catalysts for local economic development which promises an exceptional platform for showcasing Indigenous artistry and enterprise. The events foster community engagement and culture exchange that is beneficial for economic growth, promotes cultural preservation, and bolsters community pride—demonstrating the vital role of tourism in advancing Indigenous communities' prosperity and resilience. Participating in this event presents a valuable opportunity for Native American Tourism of Wisconsin and the Oneida Nation to gain insights and establish meaningful connections. Such engagement can serve as a catalyst for fostering similar initiatives, highlighting how tourism can significantly contribute to the economic growth and sustainable development of our communities.

Justification for E-Poll:

The next BC Meeting occurs on June 11, 2025, discounts on travel arrangements occur before June 11th. Councilman Kirby Metoxen is working on lodging that requires confirmation.

Requested Action:

Approve the travel request - Councilman Kirby Metoxen - Santa Fe Indian Market (SFIM) - Sante Fe, NM - August 13-18 2025

Deadline for response:

Responses are due no later than **4:30 p.m., Wednesday, June 4, 2025.**

Voting:

Use the voting button above, if available; OR

Reply with “Support” or “Oppose”.

YawΛ?kó

Brooke Doxtator

Boards, Committees, and Commissions Supervisor
Government Administrative Office (GAO)
office 920.869.4452

Oneida Business Committee Travel Request**1. OBC Meeting Date Requested:** ___ / ___ / ___☒ e-poll requested**2. General Information:**Event Name: Santa Fe Indian MarketEvent Location: Santa Fe, New MexicoAttendee(s): Kirby MetoxenDeparture Date: 08/13/2025Attendee(s): Kirby MetoxenReturn Date: 08/18/2025Attendee(s): Kirby Metoxen**3. Budget Information:**☒ Funds available in individual travel budget(s)☐ Unbudgeted☒ Grant Funded or ReimbursedCost Estimate: \$2300 (partial reimbursement by NATOW-TBD)**4. Justification:**

Describe the justification of this Travel Request:

Approve travel request for Councilman Kirby Metoxen to attend the SFIM in Sante Fe, New Mexico - August 13-18 , 2025.

The Santa Fe Indian Market (SFIM) stands as the world's largest and most esteemed Indigenous art marketplace, offering a unique opportunity to witness firsthand how cultural events can serve as powerful catalysts for local economic development which promises an exceptional platform for showcasing Indigenous artistry and enterprise. The events foster community engagement and culture exchange that is beneficial for economic growth, promotes cultural preservation, and bolsters community pride demonstrating the vital role of tourism in advancing Indigenous communities' prosperity and resilience. Participating in this event presents a valuable opportunity for Native American Tourism of Wisconsin and the Oneida Nation to gain insights and establish meaningful connections. Such engagement can serve as a catalyst for fostering similar initiatives, highlighting how tourism can significantly contribute to the economic growth and sustainable development of our communities.

5. SubmissionSponsor: Kirby Metoxen, Councilman1) Save a copy of this form for your records. [Save a Copy...](#)

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

Approve an exception to BC Resolution # 04-08-20-K Appointing Oneida ESC Group LLC as Nation's...

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. Session:

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

☐ Accept as information; OR

CIP #16-011 – Action noted on attached memo.

4. Areas potentially impacted or affected by this request:

☐ Finance

☐ Programs/Services

☐ Law Office

☐ DTS

☐ Gaming/Retail

☐ Boards, Committees, or Commissions

☐ Other: *Describe*

5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

- | | | |
|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

7. Budget Information:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Other: Additional funding request. | |

8. Submission:**Mark W. Powless**Digitally signed by Mark W. Powless
Date: 2025.06.13 10:06:22 -05'00'Authorized Sponsor: Mark W. Powless, General ManagerPrimary Requestor: Paul J. Witek – Engineering Director/Senior Architect

June 12, 2025

Business Committee Agenda Request - Memo

Project No.: 16-011 **Project Title:** Recreation Complex

Purpose:

The project team is seeking an exception to the requirements of *BC Resolution 04-08-20-K Appointing Oneida ESC Group LLC as Nation's General Contractor for Construction Projects*.

Background:

The approved project will entail constructing a new building and site amenities that will provide a recreational complex that supports the social, cultural, physical, and recreational needs of the Oneida Community.

Status: The project has been approved along with sufficient funding to proceed with project design. The Project Team is currently drafting the Request For Proposal (RFP) for design services.

Based upon the scale and complexity of the project, the need for a Construction Management firm with relevant related experience, and the desire to maximize budget value, the Engineering Department feels allowing competition of the Construction Management services will be in the best interests of the Nation. OESCG does not have the relevant related project experience, therefore, we are requesting the exception to the resolution.

If the exception to the resolution is approved, we will create a Request for Proposals (RFP) for Construction Management services so that the CM can be engaged at the beginning of the design process; this approach maximizes the project's ability to meet the budget and stay on schedule.

Because of the scale and complexity of the project, the Engineering Department has determined the appropriate project delivery method is to use a Construction Manager at Risk (CMaR) process to allow early collaboration, detailed estimating, and reduced risk. The CMaR process is a project delivery method in which the CM serves as a collaborative partner, providing both preconstruction and construction services while holding the financial risk for

project delivery within a Guaranteed Maximum Price (GMP). This approach is designed to foster transparency, accountability, and open communication among all stakeholders. The CMaR process allows for early identification and mitigation of risks, proactive problem-solving, and continuous collaboration with the project team. The CM will bid all portions of the construction to sub-contractors which will allow maximum participation from Indian Preference vendors and ensure the best value for the cost of construction.

Attachments:

- None

Action Requested:

1. Approve an exception to *BC Resolution 04-08-20-K* for CIP #16-011 Recreation Complex.

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # 04-08-20-Kⁱ

Appointing Oneida ESC Group LLC as Nation's General Contractor for Construction Projects


- 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 is the sole owner of Oneida ESC Group LLC, with the following subsidiaries MS2 (Mission Support Services), OTIE (Oneida Total Integrated Enterprises), SRS (Sustainment & Restoration Services), and OES (Oneida Engineering Solutions); and
- WHEREAS,** Oneida OESC Group LLC has the resources to provide general contracting in construction projects for the Oneida Nation which will support and enhance the Nation's ability to implement Indian Preference and support employment opportunities for Nation members and other Native Americans; and
- WHEREAS,** the Oneida Business Committee, having reviewed the qualifications, quality of services, and ability to meet the demands of the Nation's construction needs, has determined that it should appoint Oneida ESC Group LLC as the Nation's General Contractor; and
- WHEREAS,** this General Contractor appointment will result in consistency in high quality work product, consistency in identifying and making available employment and learning opportunities for Oneida Nation members and Native Americans, and will ease the process of identifying General Contractors and sub-contractors for construction projects thus speeding up the review and approval process regarding Request for Proposals/Bids/Qualifications and negotiating contracts; and

BC Resolution 04-08-20-K
Appointing Oneida ESC Group LLC as Nation's General Contractor for Construction Projects
Page 2 of 2

NOW THEREFORE BE IT RESOLVED, the Oneida Business Committee appoints Oneida ESC Group LLC as the General Contractor for the Nationⁱⁱ.

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; 9 members were present at a meeting duly called, noticed and held on the 8th day of April, 2020; that the forgoing resolution was duly adopted at such meeting by a vote of 7 members for, 0 members against, and 0 members not voting*; and that said resolution has not been rescinded or amended in any way. This is a corrected resolution; the resolution number is corrected as noted in the endnote.



Lisa Liggins, Secretary
Oneida Business Committee

*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

ⁱ The resolution was adopted on April 8, 2020, was numbered in error as 04-08-19-K.

ⁱⁱ The Oneida Business Committee took the following actions at the March 23, 2022, regular meeting:

- a) Motion to interpret BC resolution # 04-08-20-K, *Appointing Oneida ESC Group LLC as Nation's General Contractor for Construction Projects*, that Oneida ESC Group LLC, and its subsidiaries, are to be utilized as general contractor, design/build vendor, and for other construction related contracts to fully utilize the Oneida Nation owned corporate entity's expertise. Motion carried.
- b) Motion to interpret that BC resolution # 04-08-20-K, *Appointing Oneida ESC Group LLC as Nation's General Contractor for Construction Projects*, is applied in the following manner: 1) Where Federal or State Grant Dollars are resourced, an Acknowledgement and Acceptance/Approval Letter is required prior to expending 3rd Party Grant Dollars to mitigate potential Grant Compliance and Audit findings as CFR 200 is applicable to the spending of Federal Grant Funds; and 2) Where Tribal Contribution resources (budgeted or unbudgeted) are utilized, sole source should be applied to procurement solely for services provided by Oneida ESC Group LLC and its subsidiaries. Motion carried.

Review the Ultimate Texas Hold'em Rules of Play and determine next steps

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. Session:

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

☒ Accept as information; OR

Requesting OBC approval for

4. Areas potentially impacted or affected by this request:

☐ Finance

☐ Programs/Services

☐ Law Office

☐ DTS

☒ Gaming/Retail

☐ Boards, Committees, or Commissions

☐ Other: *Describe*

5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

- | | | |
|---|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input checked="" type="checkbox"/> Other: ROP Revision - Ultimate Texas Hold'em Revised 06.03.25 | | |

7. Budget Information:

- | | |
|--|--|
| <input type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input checked="" type="checkbox"/> Not Applicable |
| <input checked="" type="checkbox"/> Other: <i>Describe</i> | |

8. Submission:


Authorized Sponsor: Mark A. Powless Sr., OGC Chairman

Primary Requestor: Crystal Metoxen, Executive Assistant, OGC



Memorandum

TO: Oneida Business Committee

FROM: Mark Powless Sr., Chairman Oneida Gaming Commission 

DATE: June 20, 2025

RE: Rules of Play – Ultimate Texas Hold'em

Background

The ROP UTH reinstated:

1. Rules of Play (ROP) Ultimate Texas Hold'em (UTH) was revised and reinstated by the Oneida Gaming Commission on June 3, 2025. The Gaming Operation went live with UTC on June 10, 2025.

The OGC has prepared this document to set forth the Nation's Tribal Minimum Internal Controls and Rules of Play that will guide Gaming Operations and assist Internal Audit to ensure and maintain the integrity and security of Gaming Operations.

Action Requested:

Accept the ROP UTC with no requested revisions.

Please note (OBC Action Options) per the Chief Counsel memo dated February 27, 2019, regarding appropriate OBC action for OMICS/ROP revisions, the motion for this request would be as follows: "Accept the notice of the ROP UTH approved by the Oneida Gaming Commission on (enter date) and

- (a) Directs notice to the Gaming Commission there are no requested revisions under Section 501.6-14(d)
- (b) Directs notice to the Gaming Commission that the Oneida Business Committee will be recommending amendments to the ROP UTH in accordance with sections 510.-14(d)(3)(c); or
- (c) Directs notice to the Gaming Commission that the Oneida Business Committee repeals the ROP UTH in accordance with section 501.6-14(d)(3)(A) and subsections (i).

Crystal V. Metoxen

From: Crystal V. Metoxen
Sent: Monday, June 9, 2025 2:39 PM
To: Shoshana P. King; Lambert M. Metoxen; Shelly L. Stevens; Derrick R. King; Fawne M. Rasmussen; Jessica A. Hill-Jorgenson; Kayukwaliyo J. Danforth; Marina S. Martirosyan; Louise C. Cornelius
Cc: Crystal V. Metoxen; GamingCommission_Compliance; Jeremy R. King; Mark A. Powless SR; Michelle M. Braaten; Reynold T. Danforth
Subject: Notification: ROP Revision - Ultimate Texas Hold'em Revised 06.03.25
Attachments: ROP Revision - Ultimate Texas Hold'em Revised 06.03.25.pdf; Ultimate Texas Hold em 05.28.2025 tracked changes.docx; Ultimate Texas Hold em 05.28.2025 clean copy.docx

DATE: 06/09/25
FROM: Mark A. Powless Sr.
SUBJECT: ROP Revision - Ultimate Texas Hold'em Revised 06.03.25

Good morning,

The Gaming Commission has reviewed the following item(s) and is approved. This will be placed on the next Regular OGC Meeting agenda for retro approval.

1. ROP Revision - Ultimate Texas Hold'em Revised 06.03.25

If you have any further questions, please feel free to contact the OGC Chair Mark Powless Sr. via email mpowles5@oneidanation.org or at 497-5654.

Yaw^ko, (Thank you)



A good mind. A good heart.
A strong Fire.

Crystal Metoxen

Executive Assistant

Oneida Gaming Commission

Oneida Nation

☎ 920.496.5850 – OGC Main

☎ 920.496.5672 – Office

OGC Fax: 920.469-2009

Backgrounds Fax: 920.490.8048

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Request for OGC Revision Ultimate Texas Holdem Rules of Play

To: Oneida Gaming Commission
Oneida Gaming Commission Compliance

From: Table Games Director

Date: May 19, 2025

Table Games Management is respectfully requesting consideration for the revision of the following Ultimate Texas Hold'em Rules of Play regulation. The request is a procedural change that relates to the reconciliation of the "Ante Wager". Table Games Management requests that the "Ante Wager" be pushed and returned to player before spreading the player's cards. The current process of pushing and returning the "Ante Wager" after exposing the player's cards creates confusion among staff, leading to frequent mis-pays. Table Games has attached Internal Audit's 2025 Ultimate Texas Hold'em Rules of Play Compliance Audit, which shows the finding (I.11.a) related to the procedure.

Current Regulation:

I. The Play

11. *When the dealer does not qualify with at least a pair, the dealer will reconcile the hands of those players who remain in the game from right to left and shall;
a. Spread each player's cards, signal a push for the Ante and return the Ante Wager to each player that did not fold;
b. Resolve the Play, Blind and Trips Bonus bets; and
c. Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.*

Proposed Change:

I. The Play

11. *When the dealer does not qualify with at least a pair, the dealer will, starting with the player to the right of the dealer who has not folded, return each player's ante wager.*
12. *When the dealer does not qualify and has returned any remaining Ante wagers, the Dealer shall Reconcile the hands of those players who remain in the game from right to left and shall;
a. Spread each player's cards,
b. Resolve the Play, Blind and Trips Bonus bets; and*



c. Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.

Table Games has also attached three (3) Rules of Play documents from Pennsylvania (653a-16), Washington (p6 sec 14) and Massachusetts (P.8 sec G) that support the requested change. Below you will find the links:

https://www.pacodeandbulletin.gov/secure/pacode/data/058/chapter653a/058_0653a.pdf

<https://wsgc.wa.gov/sites/default/files/2023-11/Ultimate%20Texas%20Hold%20%2527Em%20-%20Cover%20All.pdf>

<https://massgaming.com/wp-content/uploads/RULES-Ultimate-Texas-HoldEm-2-1-18.pdf>

Should the Oneida Gaming Commission request to discuss the topic further, we would like to have an opportunity to meet. Thank you for your time and attention in this matter and we respectfully look forward to your response.

Thank you,

Table Games Management

CC: Louise Cornelius, GM
Lorna Skenandore, AGM
Chad Fuss, AGM
Fawne Rasmussen, AGM
Brenda Buckley, AGM
Jodi Skenandore, Gaming Commission Compliance Manager
Derrick King, Gaming Compliance Manager

ULTIMATE TEXAS HOLD'EM.**A. Definitions**

1. "Ante Wager" means the initial wager placed prior to any cards being dealt in order to place a Play Wager.
2. "Blind Wager" means the initial wager that must be equal to the Ante Wager placed by each player in the Blind circle. This bet is paid if the player gets a Straight or better and Pushes if the hand is less than a Straight.
3. "Check" means that a player waives the right to initiate the betting in a Round of Play but retains the right to act prior to the house showing their cards.
4. "Community Card" means any card dealt face upward which can be used by all players to complete their best possible hand.
5. "Cover Card" means a solid colored card that is distinguishable from the color and design of the playing cards and used to conceal the bottom card
6. "Flop" means dealing the first three (3) Community Cards face up to the Board after each player has been dealt two (2) cards.
7. "Fold" means the withdrawal of a player from a Round of Play by discarding his or her hand of cards after all cards have been dealt and prior to placing a Play Wager.
8. "Play Wager" means an additional wager made by a player, in an amount one to four times the player's Ante Wager, after all cards for the Round of Play have been dealt but before the dealer's cards are exposed.
9. "Push" means both player and dealer 5 card hands are equal from card 1 to card 5
10. "Qualify" means when a dealer receives two cards equaling a pair of 2's or higher.
11. "Rank or Ranking" means the relative position of a card or group of cards as set forth in **Subsection E** (Ultimate Texas Hold'em Rankings).
12. "River" means the fifth and final Community Card dealt to the board after

each player has had the opportunity to Fold, Check or Play Wager on the Turn.

13. "Round of Play or Round" means one complete cycle of play during which all wagers have been placed, all players then playing at the table have been dealt a hand of cards, and all wagers have been paid or collected.
14. "Stub" means the remaining portion of the deck after all cards in the Round of Play have been dealt.
15. "Suit" means one of the four categories of cards: Clubs, Diamonds, Hearts or Spades, with no suit being higher in rank than another.
16. "Trips Bonus Wager" means an additional wager which is paid if the player gets Three-of-a-Kind or higher regardless of whether the player beats the player/dealer.
17. "Turn" means the fourth Community Card dealt to the board after each player has had the opportunity to Fold, Check or Play Wager on the Flop.
18. "Washing or Chemmy Shuffle" means mixing cards face down on the table with a circular motion of the hands.

B. Equipment

1. Ultimate Texas Hold'em shall be played on a table having up to seven (7) places on one side for the players, and a place for the dealer on the opposite side.
2. The cloth covering the Ultimate Texas Hold'em (the layout) table shall have betting areas for up to seven (7) players. Within each betting area there shall be a place for the Ante Wager, Blind Wager, Play Wager and a place for the Trips Bonus Wager.
3. Each Ultimate Texas Hold'em table shall have a table inventory container on or attached to the table.
4. Except as provided in (5) below, Ultimate Texas Hold'em shall be played with one deck of cards 52 cards without the Jokers with backs of the same color and design, and one cover card to be used in accordance with the procedures set forth in Subsection D (Shuffle and Cut of the Cards).
5. If an automated shuffling device/dealing shoe is used, the casino shall be

permitted to use a second deck of cards to play the game provided that:

- a. Each deck of cards complies with (4) above;
 - b. The backs of the cards in the two decks are of different color;
 - c. One deck is being shuffled by the automated shuffling device/dealing shoe while the other deck is being dealt or used to play the game;
 - d. Both decks are continuously alternated in and out of play, with each deck being used for every other round of play;
 - e. The cards from only one deck shall be placed in the discard rack at any given time; and
 - f. No cover card is to be used with the automated shuffling device/dealing shoe.
7. All cards opened for use at the Ultimate Texas Hold'em table shall be changed at least once every eight (8) hours.

C. Opening the Table for Gaming

1. After receiving the cards at the table, the dealer shall sort and inspect the cards. The dealer shall ensure the decks are complete, and that no cards are flawed, scratched, or marked in any way. A floor person shall verify the inspection.
 - a. If, after the inspection of the cards, the dealer finds that a card is unsuitable for use, a floor person or above shall bring a replacement card from the replacement deck or replace the entire deck.
2. The dealer must spread the cards, face up on the table, by deck, according to suit, and in sequence, in such a manner that each individual card can be identified. The casino surveillance system shall video record this process.
3. Following the inspection of the cards by the dealer and the verification, the cards shall be turned face down on the table, mixed thoroughly by a washing or chemmy shuffle of the cards and stacked and shuffled in accordance with Subsection D (Shuffle and Cut of the Cards).
4. Electronic verification may satisfy the floor-person verification requirement.

D. Shuffle and Cut of the Cards

1. Immediately prior to the commencement of Play and after each Round of Play has been completed, the dealer shall shuffle the cards, either manually or by use of an automated shuffling device/dealing shoe, so that the cards are randomly intermixed.
 - a. Upon completion of the shuffle by dealer or automated shuffling device/dealing shoe, the dealer shall place the deck of cards in a single stack on the table.
 - b. Should an automated shuffling device/dealing shoe be used, the cards will not be stacked and instead, remain in the device once shuffled.
2. After the cards have been shuffled and stacked, the dealer shall:
 - a. If the cards were shuffled using an automated shuffling device/dealing shoe, deal or deliver the cards in accordance with the procedures set forth in Subsections (G), (H) or (I); or
 - b. If the cards were shuffled manually, cut the cards in accordance with the procedures set forth in (3) below.
3. If a cut of the cards is required, the dealer shall:
 - a. Cut the deck, using one hand, by:
 - i. Placing the cover card on the table in front of the deck of cards;
 - ii. Taking a stack of at least 10 cards from the top of the deck and placing them on top of the cover card;
 - iii. Placing the cards remaining in the deck on top of the stack of cards that were cut and placed on the cover card pursuant to (3)(a)(ii) above.
 - b. Deal the cards in accordance with the procedures set forth in Subsections (G), (H), or (I). Notwithstanding (3) above, after the cards have been cut and before any cards have been dealt, a casino supervisor may require the cards to be recut if he or she determines that the cut was performed improperly or in any way that might affect the integrity or fairness of the game.
4. Whenever there is no gaming activity at an Ultimate Texas Hold'em table which is open for gaming, the cards shall remain in the dealing shoe if a manual shoe is used or if an automated shuffling device/dealing shoe is used, one deck is to remain in the automated shoe while the remaining stub is placed in the discard

rack, until a player arrives at the table. Play will then commence in conformance with the procedures outlined in Subsection (D).

E. Ultimate Texas Hold'em Rankings

1. The rank of the cards used in Ultimate Texas Hold'em, for the determination of winning hands, in order of highest to lowest rank, shall be: Ace, King, Queen, Jack, Ten, Nine, Eight, Seven, Six, Five, Four, Three and Two. Notwithstanding the foregoing, an Ace may be used to complete a Straight Flush with a King, Queen, Jack, and Ten or a Straight formed with a Two, Three, Four, and Five.
2. The permissible poker hands at the game of Ultimate Texas Hold'em, in order of highest to lowest rank, shall be:
 - a. "Royal Flush" is a hand consisting of an Ace, King, Queen, Jack and Ten of the same suit;
 - b. "Straight Flush" is a hand consisting of five (5) cards of the same suit in consecutive ranking with King, Queen, and Jack, Ten, and Nine being the highest-ranking Straight Flush and Ace, Two, Three, and Four and Five being the lowest ranking Straight Flush;
 - c. "Four-of-a-Kind" is a hand consisting of four (4) cards of the same rank regardless of suit, with four (4) Aces being the highest ranking Four-of-a-Kind and four (4) Twos being the lowest ranking Four-of-a-Kind;
 - d. "Full House" is a hand consisting of Three-of-a-Kind and a Pair, with three (3) Aces and two (2) Kings being the highest-ranking Full House and three (3) Twos and two (2) Threes being the lowest ranking Full House;
 - e. "Flush" is a hand consisting of five (5) cards of the same suit;
 - f. "Straight" is a hand consisting of five (5) cards of consecutive rank, regardless of suit, with an Ace, King, Queen, Jack and Ten being the highest ranking Straight and an Ace, Two, Three, Four and Five being the lowest ranking Straight; provided, however, that an Ace may not be combined with any other sequence of cards for purposes of determining a winning hand (for example, Queen, King, Ace, Two, Three);

- g. “Three-of-a-Kind” is a hand consisting of three (3) cards of the same rank, with three (3) Aces being the highest ranking Three-of-a-Kind and three (3) Twos being the lowest ranking Three-of-a-Kind;
- h. “Two Pairs” is a hand containing Two Pairs, with two (2) Aces and two (2) Kings being the highest ranking Two Pair and two (2) Threes and two (2) Twos being the lowest ranking Two Pair; and
- i. “One Pair” is a hand containing two (2) cards of the same rank, with two (2) Aces being the highest-ranking pair and two (2) Twos being the lowest ranking pair.

F. Wagers

- 1. All wagers at Ultimate Texas Hold’em shall be made by placing gaming chips or tokens and, if applicable, a match play coupon on the appropriate betting areas of the table layout. A verbal wager accompanied by cash shall not be accepted.
- 2. All initial wagers shall be placed prior to the dealer indicating No More Bets in accordance with the dealing procedures in Subsections (G) and (H). Except as otherwise provided in these Rules, no wager shall be made, increased or withdrawn after the dealer has indicated No More Bets.
- 3. The casino will not allow a player to wager at more than one betting position during a Round of Play at Ultimate Texas Hold’em.
- 4. All wagers shall be placed in one-dollar increments.
- 5. The following wagers may be placed in the game of Ultimate Texas Hold’em:
 - a. A player may compete solely against the dealer by placing an Ante Wager in an amount within the posted minimum and maximum wagers and then placing a Blind Wager in an equal amount;
 - b. A player may also compete against a posted payout ledger by placing a Trips Bonus Wager, which wager may be in any amount within the posted minimum and maximum wagers; or
 - c. A player may compete against both the dealer and the posted payout ledger by placing wagers in accordance with the requirement of (4)(a) and (b) above.

6. Gaming Management may authorize additional optional wagers to be offered if said wagers are documented and approved in a standard operating procedure approved by the Oneida Gaming Commission.

G. Procedure for Dealing from a Manual Shoe

1. If the casino chooses to have the cards dealt from a manual dealing shoe, the dealing shoe shall meet the applicable control standards for dealing shoes and shall be located on the table. Once the procedures required by Subsection D (Shuffle and Cut of the Cards) have been completed, the stacked deck(s) of cards shall be placed in the dealing shoe either by the dealer or by an automatic shuffling device.
 - a. Dealing from the hand is prohibited.
2. Prior to dealing the cards and once all initial wagers have been placed, the dealer shall then indicate No More Bets.
3. Each card shall be removed from the dealing shoe with the hand of the dealer that is closest to the dealing shoe and placed on the appropriate area of the layout with the opposite hand.
4. The dealer shall, starting with the player farthest to his or her left and continuing around the table in a clockwise manner, deal one card face down to each wagering area containing an Ante Wager and Blind Wager and then one card face down to the dealer, followed by;
5. A second card face down to each such wagering area and the dealer so that each player and the dealer have two cards each; followed by five (5) community cards dealt face down to the center of the table.
6. After all cards have been dealt to each player and the area designated for the hand of the dealer, the dealer shall remove the stub from the manual dealing shoe and, except as provided in (7) below, place the stub in the discard rack without exposing the cards.
7. The dealer shall be required to count the stub at least once every five (5) rounds of play in order to determine that the correct numbers of cards are still present in the deck. The dealer shall determine the number of cards in the stub by counting the cards face down on the layout.
 - a. If the count of the stub indicates that 52 cards are in the deck, the

dealer shall place the stub in the discard rack without exposing the cards.

- b. If the count of the stub indicates that the number of cards in the deck is incorrect, the dealer shall determine if the cards were misdealt. If the cards have been misdealt (a player or the area designed for the placement of the dealer's hand has more or less than two cards) but 52 cards remain in the deck, all hands shall be void pursuant to Subsection K (Irregularities). If the cards have not been misdealt, all hands shall be considered void and the entire deck of cards shall be removed from the table.

H. Procedures for Dealing from an Automated Shuffling Device/Dealing Shoe.

1. A casino may, in its discretion, choose to have the cards used to play Ultimate Texas Hold'em dealt from an automated shuffling device/dealing shoe.
2. If a casino chooses to have the cards dealt from an automated shuffling device/dealing shoe, the following requirements shall be observed:
 - a. Once the procedures required by Subsection D.1. (Shuffle and Cut of the Cards) have been completed; the cards are now ready to be dealt from the automated shuffling device/dealing shoe.
3. Prior to dealing the cards and once all initial wagers have been placed, the dealer shall then indicate No More Bets. The dealer shall deliver the first five (5) community cards dispensed by the automated shuffling device/dealing shoe face down to the center of the table.
4. The dealer shall then deliver a stack of two (2) cards face down to the player farthest to the dealer's left who has placed an ante and Blind wager. As the cards are dispensed to the dealer by the automated shuffling device/dealing shoe, the dealer shall, moving clockwise around the table, deliver two (2) cards face down to each of the other players who have placed an Ante and Blind wager. The dealer shall then deliver a stack of two (2) cards face down to the area designated for the dealer's hand.
5. After each stack of cards has been dispensed and delivered in accordance with (4) above, the dealer shall remove the stub from the automated shuffling device/dealing shoe and place the cards in the discard rack without exposing the cards.

6. The counting of the stub shall not be required if an automated shuffling device/dealing shoe is used that counts the number of cards in the deck after the completion of each shuffle and indicates whether 52 cards are still present.

I. The Play

1. Prior to the procedures required by Subsection D (Shuffle and Cut of the Cards); each player shall make either of the following wagers:
 - a. An equal wager in the “Ante” and “Blind” circles; or
 - b. An equal wager in the “Ante” and “Blind” circles and a “Trips Bonus wager”.
 - c. An Ante wager and a Blind wager are required to play the round.
2. After the dealing procedures required by Subsections (G) or (H) have been completed, each player shall determine whether to Check or to make a Play Wager of 3 x’s or 4 x’s the value of their Ante Wager. Once players bet, they cannot bet again, and they cannot change their bet.
3. After each player has either Checked or made a Play Wager of 3 x’s or 4 x’s their Ante Wager, the casino dealer shall proceed to turn over the first three (3) Community Cards (Flop).
4. Players who have not already made a Play Wager may decide to either Check again or to make a Play Wager 2 x’s the value of their Ante Wager
5. After each player has either Checked or made a Play Wager of 2 x’s the value of their Ante Wager, the dealer shall proceed to turn over the remaining two (2) Community Cards (the Turn and the River).
6. When all five (5) Community Cards are revealed, players who have not yet made a Play Wager can either Fold or make a Play Wager equal to the value of their Ante Wager.
7. After a player decides to Fold, the player shall place their cards face down on the table without making a Play Wager. The dealer shall then in relation to each player who has folded:
 - a. Collect the Ante Wager and Blind Wager and place it in the table inventory container.

- b. Collect and individually spread out the cards, face down and count them, then place them:
 - i. In the discard rack; or
 - ii. If the player made a Trips Wager, under the Trips Wager.
- 8. The dealer will then turn over the dealers two (2) cards.
- 9. Each player and the dealer will combine their two (2) cards with the Community Cards to create their respective best 5-card poker hand.
 - a. Winning wagers shall be paid in accordance with the Payout Odds listed in Subsection J (Payout Odds).
- 10. When handling the cards, players shall at all times ensure that the cards remain on or above the area of the table. The cards must not be removed from the table.
- 11. When the dealer does not qualify with at least a pair, the dealer will, start with the player to the right of the dealer who has not folded, return each player's ante wager.
- 12. When the dealer does not qualify and has returned any remaining Ante wagers, the Dealer shall Reconcile the hands of those players who remain in the game from right to left and shall;
 - a. Spread each player's cards,
 - b. Resolve the Play, Blind and Trips Bonus bets; and,
 - c. *Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.*

- d. Announce the value of the player's hand and whether it wins or loses.
- 13. A player's hand shall;
 - a. Win if it has a higher poker value than that of the dealer's hand;
 - b. Lose if it has a lower poker value than that of the dealer's hand;
 - c. Constitute a Push if it has a poker value equal to that of the player/dealer's hand;
 - d. If a player wins with less than a Straight, the Blind bet pushes.
- 14. If a player's hand loses, the dealer shall;
 - a. Collect in order, the Play, Ante, and Blind Wagers and place in the table bank;
 - b. Determine whether the Trips Bonus Wager qualifies and pay accordingly on behalf of the player/dealer; and
 - c. Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.
- 15. If a player's hand wins, the dealer shall;
 - a. Pay the Ante Wager and Play Wager each 1-1;
 - b. Pay the Blind Wager if the hand is a Straight or better;
 - c. Pay any Trips Bonus Wager if the hand is a Three-of-a-Kind or better;
 - d. Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.
- 16. If a player's hand constitutes a Push, the dealer shall;
 - a. Pay any Trips Bonus Wager if the hand is a Three-of-a-Kind or better;

- b. Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.

J. Payout Odds

1. Winning Ante Wagers and Play Wagers shall be paid 1-1.
2. Winning Blind Wager and Trips Bonus Wagers shall be paid in accordance with the approved pay table,

Hand	Trips Bonus	Blind
Royal Flush	50 to 1	500 to 1
Straight Flush	40 to 1	50 to 1
Four of a Kind	30 to 1	10 to 1
Full House	8 to 1	3 to 1
Flush	7 to 1	3 to 2
Straight	4 to 1	1 to 1
Three of a Kind	3 to 1	Push

3. Where a player has made a Trips Bonus Wager at the beginning of the round and has received a Three-of-a-Kind or higher, the dealer shall leave the particular cards face down on the table under the Trips wager and those cards shall not be collected or discarded until the payout of the hand has been made.
4. If the player receives a Three-of-a-Kind or higher, the Trips Bonus payouts are made regardless of whether the hand Wins, Loses, or Pushes.

K. Irregularities

1. A card that is found face up in the shoe or the deck while the cards are being dealt shall cause a misdeal and all hands shall be void and the cards shall be reshuffled.
2. If manually dealt, a card dealt in error without its face being exposed shall be used as though it was the next card from the shoe or the deck.
3. If any player or the dealer is dealt an incorrect number of cards, all hands shall be void and the cards shall be reshuffled.

4. If one or more of the dealer's community cards is inadvertently exposed before the players make a Play bet, all hands shall be void and the cards shall be reshuffled. If one or more of the dealer's community cards is inadvertently exposed after the players make a Play bet, those players with a set Play bet will be allowed to keep their Play bet and those players who have not made a Play bet yet will be limited to a bet equal to their Ante bet.
5. If an automated shuffling device/dealing shoe is being used and the device jams, stops shuffling during a shuffle, or fails to complete a shuffle cycle, the cards shall be reshuffled.
6. If an automated shuffling device/dealing shoe is being used and the device jams, stops dealing cards or fails to deal all cards during a Round of Play, the Round of Play shall be void and the cards reshuffled.
7. If the automated shuffling device/dealing shoe reveals that an incorrect number of cards are present, the deck shall be removed from the table and all hands void.

L. Procedures for Automatic Wagering Terminals

1. In the event that the Oneida Tribe of Indians of Wisconsin utilizes automatic wagering terminals for Ultimate Texas Hold'em, the following procedures shall apply.
2. Definitions
 - a. "Bad Beat Bonus" is an optional Bad-Beat bet for Ultimate Texas Hold'em.
 - b. "Bet" is a reference to the contingency or outcome on which a player may place a wager.
 - c. "Dealer" means the person responsible for dealing the cards at the Ultimate Texas Hold'em table.
 - d. "Game Supervisor" means the person responsible for the supervision of the operation of the game, such as Floor-person, Pit Manager and commensurately upward in the chain of command.
 - e. "i-Table" means an automatic wagering system which is a central table with dealer and player touch screen areas, accounting computer and a

game clock.

- f. “Side wager” means a betting option which is an accessory to the main game and on which players may place a wager in addition to, his/her original Ante wager. For example: Pair Plus.
- g. “Void” means an invalid hand with no result.
- h. “Wager” is the money appropriated to such a bet in a particular case.

3. Equipment

- a. Ultimate Texas Hold’em will be played on a table having wagering positions for seven (7) or less players.
- b. An electronic shuffling device/dealing shoe will be used from which all cards will be shuffled and dealt.

4. The Cards

- a. Ultimate Texas Hold’em will be played with two (2) decks of cards; one deck in use at a time with each deck having 52 cards without Jokers.

5. Buy In

- a. Players will buy in with the dealer.
- b. The dealer will enter buy-in amount in the automatic wagering terminal.

6. Number of Positions a player may wager

- a. Players may only wager on one (1) betting area at the game of Ultimate Texas Hold’em.

7. Placement of wagers

- a. Wagers will be accepted electronically via the touch screen only.
- b. A wager by a player will be placed on the appropriate areas of the player terminal prior to the first card being dealt for a Round of Play.
- c. Wagers may be made on:
 - i. Ante + Blind, (always equal to each other); and
 - ii. Trips; and
 - iii. Dealer tip; and
 - iv. Bonus bet / Optional wager

- 1. To participate in the Bad Beat Bonus, players must

make bets on the Ante, Blind and/or Trips. The Bad Beat Wager is placed in the marked circle.

- v. Play at multiples of 4x's, 3x's, 2x's, or 1x, if the player decides to remain in the game and depending upon what point during gameplay they wish to make the wager.

8. Settlement of wagers

- a. Win if the player makes a Play Wager and beats the dealer's hand wherein the dealer's hand qualifies; or
- b. Push if the player makes a Play Wager wherein the dealer's hand does not qualify; or
- c. Lose if the player makes a Play Wager wherein the dealer's hand beat the player's hand; or
- d. Lose if the player chooses not to make an equal PlayWager.

9. Settlement of Blind wager

- a. Win if the player's hand meets the posted pay table and also beats the dealer, regardless of whether the dealer qualifies; or
- a. Push if the player's hand beats the dealer while not achieving a hand which meets the posted pay table; or
- b. Lose if the player's hand does not beat the dealer's hand, regardless of whether the hand meets the posted pay table. Blind Wagers **MUST** beat the dealer before they are eligible for payment.

10. Settlement of a Trips wager

- a. Win if the player's hand meets the posted Trips pay table; or
- b. Lose if the player's hand does not meet the posted Trips payable.

11. Settlement of a Bad Beat Bonus

- a. Win if the player and the dealer are involved in a Bad Beat. There are two ways to win:

- i. The player has Three-of-a-Kind or better and loses to the dealer.
 - ii. The player beats the dealer's hand of Three-of-a-Kind or better.
- b. Lose if the dealer and the player have a five card tie because neither the dealer nor the player suffered a Bad Beat.
- c. If the player's hand qualifies for payouts, the dealer pays according to the posted pay table:

Hand Beaten	Odds
Straight Flush	10,000 to 1
Four-of-a-Kind	500 to 1
Full House	40 to 1
Flush	25 to 1
Straight	20 to 1
Three-of-a-Kind	9 to 1

12. Settlement of Player Wager

- a. Win if the dealer's hand qualifies and the player's hand beats the dealer's hand; or
- b. Win if the dealer's hand does not qualify and the player's hand beats the dealer's hand; or
- c. Lose if the dealer's hand beats the player's hand.

13. Game Mandates

- a. All cards used in the game of Ultimate Texas Hold'em will be dealt from an electronic shuffling/dealing device and be located on the table.
- b. No person will remove or alter any cards used in the game of Ultimate Texas Hold'em.

14. Dealing the game

- a. The game console will lock out wagers when No More Bets may be placed.

- b. Press the green button on the automatic shuffling device/dealing shoe, which will dispense a packet of two (2) cards for each terminal who has reached a minimum wager;
- c. Commencing from the left and continuing clockwise around the table dealing a packet of two (2) cards to each terminal where a wager has been placed; and
- d. Deal the final packet of two (2) cards to the Dealer's position; and
- e. Once the dealer's hand has been ejected from the automated shuffling device/dealing shoe, the remainder of the deck will remain inside the shuffler until;
 - i. All players make their pre-flop play or check decision, and at that time, the three-card flop will eject; then
 - ii. All remaining players make a post-flop play or check decision, causing the two-card turn/river to eject, followed by the ejection of the remainder of the deck; then
 - iii. All remaining players make a post-river play or fold decision.

15. Game Play

- a. A game may only be played when at least 1 player has wagered;
- b. Each player shall decide whether to remain in the game or not by:
 - i. Viewing their hand; and
 - ii. Making the appropriate Play or Check decision at each decision point; or
 - iii. Discarding their hand by touching Fold if the player has not made a Play bet during any of the three (3) available rounds of betting.
- c. For players who decide to fold:
 - i. The dealer will remove the player cards face down, and touch the top of the player's terminal to fold the hand.
- d. For any remaining players who make the Play wager;
 - i. The dealer will expose their hand, utilize the 5-card

community board to establish their best 5-card poker hand, and declares if it qualifies; and

- ii. Beginning to the furthest player to the right remaining in the hand, expose the player's hand, then touch the top of the player's terminal; and
 - iii. Continue counter-clockwise around the table for all remaining players who have made a Play wager until all players' hands have been resolved.
- e. An elected to Fold decision will be made by a Floor-person or dealer if dealer has announced for players to act on their hands and a reasonable time has passed and the player refused to act or is not present.
 - f. Following the conclusion of a round of play, the Dealer will move all the cards of the deck to the discard bin in the iDeal, causing the used deck to be shuffled until a new hand is started as described above.

16. Irregularities

- a. If any player or the dealer is dealt an incorrect number of cards, all hands shall be void and the cards shall be reshuffled.
- b. If one or more of the dealer's community cards is inadvertently exposed before the players make a Play bet, all hands shall be void and the cards shall be reshuffled. If one or more of the dealer's community cards is inadvertently exposed after the players make a Play bet, those players with a set Play bet will be allowed to keep their Play bet and those players who have not made a Play bet yet will be limited to a bet equal to their Ante bet.
- c. If an automated shuffling device/dealing shoe jams, stops shuffling during a shuffle, or fails to complete a shuffle cycle, the cards shall be reshuffled.
- d. In the event it is deemed acceptable to undo a player's decision the Floor-person (or above) will:
 - i. Select the terminal icon of the player;
 - ii. Press the "Undo" button on the Dealer Terminal;

- iii. Authorize by swiping card if require; and
 - iv. Resume game play.
- f. In the event that voiding a game is deemed necessary the Floor-person (or above) will:
 - i. Press the “Admin” button on the Dealer Terminal;
 - ii. Press the “Void Game” button on the Dealer Terminal;
 - iii. Press the “Confirm” button on the Dealer Terminal to void game; and
 - iv. Authorize by swiping card if required and the terminal will automatically return to the main screen.
- g. If a player enters the wrong buy-in amount, the Floor Person (or above) will be called to correct and/or adjust the buy-in amount.
- h. In the event that the screen freezes or goes blank, the Floor Person (or above) will retrieve the information from the i-Table memory backup system.
- i. In the event of a power outage, the Floor Person (or above) will retrieve the information from the i-Table backup system memory and pay, take, or push the players bets according to i-Table memory.
- j. A card that is bent during play will be replaced by the Floor Person (or above) with a card from the Damage Control deck.

ULTIMATE TEXAS HOLD'EM.**A. Definitions**

1. "Ante Wager" means the initial wager placed prior to any cards being dealt in order to place a Play Wager.
2. "Blind Wager" means the initial wager that must be equal to the Ante Wager placed by each player in the Blind circle. This bet is paid if the player gets a Straight or better and Pushes if the hand is less than a Straight.
3. "Check" means that a player waives the right to initiate the betting in a Round of Play but retains the right to act prior to the house showing their cards.
4. "Community Card" means any card dealt face upward which can be used by all players to complete their best possible hand.
5. "Cover Card" means a solid colored card that is distinguishable from the color and design of the playing cards and used to conceal the bottom card
6. "Flop" means dealing the first three (3) Community Cards face up to the Board after each player has been dealt two (2) cards.
7. "Fold" means the withdrawal of a player from a Round of Play by discarding his or her hand of cards after all cards have been dealt and prior to placing a Play Wager.
8. "Play Wager" means an additional wager made by a player, in an amount one to four times the player's Ante Wager, after all cards for the Round of Play have been dealt but before the dealer's cards are exposed.
9. "Push" means both player and dealer 5 card hands are equal from card 1 to card 5
10. "Qualify" means when a dealer receives two cards equaling a pair of 2's or higher.
11. "Rank or Ranking" means the relative position of a card or group of cards as set forth in **Subsection E** (Ultimate Texas Hold'em Rankings).
12. "River" means the fifth and final Community Card dealt to the board after

each player has had the opportunity to Fold, Check or Play Wager on the Turn.

13. "Round of Play or Round" means one complete cycle of play during which all wagers have been placed, all players then playing at the table have been dealt a hand of cards, and all wagers have been paid or collected.
14. "Stub" means the remaining portion of the deck after all cards in the Round of Play have been dealt.
15. "Suit" means one of the four categories of cards: Clubs, Diamonds, Hearts or Spades, with no suit being higher in rank than another.
16. "Trips Bonus Wager" means an additional wager which is paid if the player gets Three-of-a-Kind or higher regardless of whether the player beats the player/dealer.
17. "Turn" means the fourth Community Card dealt to the board after each player has had the opportunity to Fold, Check or Play Wager on the Flop.
18. "Washing or Chemmy Shuffle" means mixing cards face down on the table with a circular motion of the hands.

B. Equipment

1. Ultimate Texas Hold'em shall be played on a table having up to seven (7) places on one side for the players, and a place for the dealer on the opposite side.
2. The cloth covering the Ultimate Texas Hold'em (the layout) table shall have betting areas for up to seven (7) players. Within each betting area there shall be a place for the Ante Wager, Blind Wager, Play Wager and a place for the Trips Bonus Wager.
3. Each Ultimate Texas Hold'em table shall have a table inventory container on or attached to the table.
4. Except as provided in (5) below, Ultimate Texas Hold'em shall be played with one deck of cards 52 cards without the Jokers with backs of the same color and design, and one cover card to be used in accordance with the procedures set forth in Subsection D (Shuffle and Cut of the Cards).
5. If an automated shuffling device/dealing shoe is used, the casino shall be

permitted to use a second deck of cards to play the game provided that:

- a. Each deck of cards complies with (4) above;
 - b. The backs of the cards in the two decks are of different color;
 - c. One deck is being shuffled by the automated shuffling device/dealing shoe while the other deck is being dealt or used to play the game;
 - d. Both decks are continuously alternated in and out of play, with each deck being used for every other round of play;
 - e. The cards from only one deck shall be placed in the discard rack at any given time; and
 - f. No cover card is to be used with the automated shuffling device/dealing shoe.
7. All cards opened for use at the Ultimate Texas Hold'em table shall be changed at least once every eight (8) hours.

C. Opening the Table for Gaming

1. After receiving the cards at the table, the dealer shall sort and inspect the cards. The dealer shall ensure the decks are complete, and that no cards are flawed, scratched, or marked in any way. A floor person shall verify the inspection.
 - a. If, after the inspection of the cards, the dealer finds that a card is unsuitable for use, a floor person or above shall bring a replacement card from the replacement deck or replace the entire deck.
2. The dealer must spread the cards, face up on the table, by deck, according to suit, and in sequence, in such a manner that each individual card can be identified. The casino surveillance system shall video record this process.
3. Following the inspection of the cards by the dealer and the verification, the cards shall be turned face down on the table, mixed thoroughly by a washing or chemmy shuffle of the cards and stacked and shuffled in accordance with Subsection D (Shuffle and Cut of the Cards).
4. Electronic verification may satisfy the floor-person verification requirement.

D. Shuffle and Cut of the Cards

1. Immediately prior to the commencement of Play and after each Round of Play has been completed, the dealer shall shuffle the cards, either manually or by use of an automated shuffling device/dealing shoe, so that the cards are randomly intermixed.
 - a. Upon completion of the shuffle by dealer or automated shuffling device/dealing shoe, the dealer shall place the deck of cards in a single stack on the table.
 - b. Should an automated shuffling device/dealing shoe be used, the cards will not be stacked and instead, remain in the device once shuffled.
2. After the cards have been shuffled and stacked, the dealer shall:
 - a. If the cards were shuffled using an automated shuffling device/dealing shoe, deal or deliver the cards in accordance with the procedures set forth in Subsections (G), (H) or (I); or
 - b. If the cards were shuffled manually, cut the cards in accordance with the procedures set forth in (3) below.
3. If a cut of the cards is required, the dealer shall:
 - a. Cut the deck, using one hand, by:
 - i. Placing the cover card on the table in front of the deck of cards;
 - ii. Taking a stack of at least 10 cards from the top of the deck and placing them on top of the cover card;
 - iii. Placing the cards remaining in the deck on top of the stack of cards that were cut and placed on the cover card pursuant to (3)(a)(ii) above.
 - b. Deal the cards in accordance with the procedures set forth in Subsections (G), (H), or (I). Notwithstanding (3) above, after the cards have been cut and before any cards have been dealt, a casino supervisor may require the cards to be recut if he or she determines that the cut was performed improperly or in any way that might affect the integrity or fairness of the game.
4. Whenever there is no gaming activity at an Ultimate Texas Hold'em table which is open for gaming, the cards shall remain in the dealing shoe if a manual shoe is used or if an automated shuffling device/dealing shoe is used, one deck is to remain in the automated shoe while the remaining stub is placed in the discard

rack, until a player arrives at the table. Play will then commence in conformance with the procedures outlined in Subsection (D).

E. Ultimate Texas Hold'em Rankings

1. The rank of the cards used in Ultimate Texas Hold'em, for the determination of winning hands, in order of highest to lowest rank, shall be: Ace, King, Queen, Jack, Ten, Nine, Eight, Seven, Six, Five, Four, Three and Two. Notwithstanding the foregoing, an Ace may be used to complete a Straight Flush with a King, Queen, Jack, and Ten or a Straight formed with a Two, Three, Four, and Five.
2. The permissible poker hands at the game of Ultimate Texas Hold'em, in order of highest to lowest rank, shall be:
 - a. "Royal Flush" is a hand consisting of an Ace, King, Queen, Jack and Ten of the same suit;
 - b. "Straight Flush" is a hand consisting of five (5) cards of the same suit in consecutive ranking with King, Queen, and Jack, Ten, and Nine being the highest-ranking Straight Flush and Ace, Two, Three, and Four and Five being the lowest ranking Straight Flush;
 - c. "Four-of-a-Kind" is a hand consisting of four (4) cards of the same rank regardless of suit, with four (4) Aces being the highest ranking Four-of-a-Kind and four (4) Twos being the lowest ranking Four-of-a-Kind;
 - d. "Full House" is a hand consisting of Three-of-a-Kind and a Pair, with three (3) Aces and two (2) Kings being the highest-ranking Full House and three (3) Twos and two (2) Threes being the lowest ranking Full House;
 - e. "Flush" is a hand consisting of five (5) cards of the same suit;
 - f. "Straight" is a hand consisting of five (5) cards of consecutive rank, regardless of suit, with an Ace, King, Queen, Jack and Ten being the highest ranking Straight and an Ace, Two, Three, Four and Five being the lowest ranking Straight; provided, however, that an Ace may not be combined with any other sequence of cards for purposes of determining a winning hand (for example, Queen, King, Ace, Two, Three);

- g. "Three-of-a-Kind" is a hand consisting of three (3) cards of the same rank, with three (3) Aces being the highest ranking Three-of-a-Kind and three (3) Twos being the lowest ranking Three-of-a-Kind;
- h. "Two Pairs" is a hand containing Two Pairs, with two (2) Aces and two (2) Kings being the highest ranking Two Pair and two (2) Threes and two (2) Twos being the lowest ranking Two Pair; and
- i. "One Pair" is a hand containing two (2) cards of the same rank, with two (2) Aces being the highest-ranking pair and two (2) Twos being the lowest ranking pair.

F. Wagers

- 1. All wagers at Ultimate Texas Hold'em shall be made by placing gaming chips or tokens and, if applicable, a match play coupon on the appropriate betting areas of the table layout. A verbal wager accompanied by cash shall not be accepted.
- 2. All initial wagers shall be placed prior to the dealer indicating No More Bets in accordance with the dealing procedures in Subsections (G) and (H). Except as otherwise provided in these Rules, no wager shall be made, increased or withdrawn after the dealer has indicated No More Bets.
- 3. The casino will not allow a player to wager at more than one betting position during a Round of Play at Ultimate Texas Hold'em.
- 4. All wagers shall be placed in one-dollar increments.
- 5. The following wagers may be placed in the game of Ultimate Texas Hold'em:
 - a. A player may compete solely against the dealer by placing an Ante Wager in an amount within the posted minimum and maximum wagers and then placing a Blind Wager in an equal amount;
 - b. A player may also compete against a posted payout ledger by placing a Trips Bonus Wager, which wager may be in any amount within the posted minimum and maximum wagers; or
 - c. A player may compete against both the dealer and the posted payout ledger by placing wagers in accordance with the requirement of (4)(a) and (b) above.

6. Gaming Management may authorize additional optional wagers to be offered if said wagers are documented and approved in a standard operating procedure approved by the Oneida Gaming Commission.

G. Procedure for Dealing from a Manual Shoe

1. If the casino chooses to have the cards dealt from a manual dealing shoe, the dealing shoe shall meet the applicable control standards for dealing shoes and shall be located on the table. Once the procedures required by Subsection D (Shuffle and Cut of the Cards) have been completed, the stacked deck(s) of cards shall be placed in the dealing shoe either by the dealer or by an automatic shuffling device.
 - a. Dealing from the hand is prohibited.
2. Prior to dealing the cards and once all initial wagers have been placed, the dealer shall then indicate No More Bets.
3. Each card shall be removed from the dealing shoe with the hand of the dealer that is closest to the dealing shoe and placed on the appropriate area of the layout with the opposite hand.
4. The dealer shall, starting with the player farthest to his or her left and continuing around the table in a clockwise manner, deal one card face down to each wagering area containing an Ante Wager and Blind Wager and then one card face down to the dealer, followed by;
5. A second card face down to each such wagering area and the dealer so that each player and the dealer have two cards each; followed by five (5) community cards dealt face down to the center of the table.
6. After all cards have been dealt to each player and the area designated for the hand of the dealer, the dealer shall remove the stub from the manual dealing shoe and, except as provided in (7) below, place the stub in the discard rack without exposing the cards.
7. The dealer shall be required to count the stub at least once every five (5) rounds of play in order to determine that the correct numbers of cards are still present in the deck. The dealer shall determine the number of cards in the stub by counting the cards face down on the layout.
 - a. If the count of the stub indicates that 52 cards are in the deck, the

dealer shall place the stub in the discard rack without exposing the cards.

- b. If the count of the stub indicates that the number of cards in the deck is incorrect, the dealer shall determine if the cards were misdealt. If the cards have been misdealt (a player or the area designed for the placement of the dealer's hand has more or less than two cards) but 52 cards remain in the deck, all hands shall be void pursuant to Subsection K (Irregularities). If the cards have not been misdealt, all hands shall be considered void and the entire deck of cards shall be removed from the table.

H. Procedures for Dealing from an Automated Shuffling Device/Dealing Shoe.

1. A casino may, in its discretion, choose to have the cards used to play Ultimate Texas Hold'em dealt from an automated shuffling device/dealing shoe.
2. If a casino chooses to have the cards dealt from an automated shuffling device/dealing shoe, the following requirements shall be observed:
 - a. Once the procedures required by Subsection D.1. (Shuffle and Cut of the Cards) have been completed; the cards are now ready to be dealt from the automated shuffling device/dealing shoe.
3. Prior to dealing the cards and once all initial wagers have been placed, the dealer shall then indicate No More Bets. The dealer shall deliver the first five (5) community cards dispensed by the automated shuffling device/dealing shoe face down to the center of the table.
4. The dealer shall then deliver a stack of two (2) cards face down to the player farthest to the dealer's left who has placed an ante and Blind wager. As the cards are dispensed to the dealer by the automated shuffling device/dealing shoe, the dealer shall, moving clockwise around the table, deliver two (2) cards face down to each of the other players who have placed an Ante and Blind wager. The dealer shall then deliver a stack of two (2) cards face down to the area designated for the dealer's hand.
5. After each stack of cards has been dispensed and delivered in accordance with (4) above, the dealer shall remove the stub from the automated shuffling device/dealing shoe and place the cards in the discard rack without exposing the cards.

6. The counting of the stub shall not be required if an automated shuffling device/dealing shoe is used that counts the number of cards in the deck after the completion of each shuffle and indicates whether 52 cards are still present.

I. The Play

1. Prior to the procedures required by Subsection D (Shuffle and Cut of the Cards); each player shall make either of the following wagers:
 - a. An equal wager in the “Ante” and “Blind” circles; or
 - b. An equal wager in the “Ante” and “Blind” circles and a “Trips Bonus wager”.
 - c. An Ante wager and a Blind wager are required to play the round.
2. After the dealing procedures required by Subsections (G) or (H) have been completed, each player shall determine whether to Check or to make a Play Wager of 3 x’s or 4 x’s the value of their Ante Wager. Once players bet, they cannot bet again, and they cannot change their bet.
3. After each player has either Checked or made a Play Wager of 3 x’s or 4 x’s their Ante Wager, the casino dealer shall proceed to turn over the first three (3) Community Cards (Flop).
4. Players who have not already made a Play Wager may decide to either Check again or to make a Play Wager 2 x’s the value of their Ante Wager
5. After each player has either Checked or made a Play Wager of 2 x’s the value of their Ante Wager, the dealer shall proceed to turn over the remaining two (2) Community Cards (the Turn and the River).
6. When all five (5) Community Cards are revealed, players who have not yet made a Play Wager can either Fold or make a Play Wager equal to the value of their Ante Wager.
7. After a player decides to Fold, the player shall place their cards face down on the table without making a Play Wager. The dealer shall then in relation to each player who has folded:
 - a. Collect the Ante Wager and Blind Wager and place it in the table inventory container.

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player's best 5-card poker hand utilizing any of the 7 cards available
(player's 2 Hole Cards and 5 Community Cards);

- c. Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute. Compare the player's hand with that of the dealer; and

- d. Announce the value of the player's hand and whether it wins or loses.
- 13. A player's hand shall;
 - a. Win if it has a higher poker value than that of the dealer's hand;
 - b. Lose if it has a lower poker value than that of the dealer's hand;
 - c. Constitute a Push if it has a poker value equal to that of the player/dealer's hand;
 - d. If a player wins with less than a Straight, the Blind bet pushes.
- 14. If a player's hand loses, the dealer shall;
 - a. Collect in order, the Play, Ante, and Blind Wagers and place in the table bank;
 - b. Determine whether the Trips Bonus Wager qualifies and pay accordingly on behalf of the player/dealer; and
 - c. Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.
- 15. If a player's hand wins, the dealer shall;
 - a. Pay the Ante Wager and Play Wager each 1-1;
 - b. Pay the Blind Wager if the hand is a Straight or better;
 - c. Pay any Trips Bonus Wager if the hand is a Three-of-a-Kind or better;
 - d. Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.
- 16. If a player's hand constitutes a Push, the dealer shall;
 - a. Pay any Trips Bonus Wager if the hand is a Three-of-a-Kind or better;

- b. Collect, count and place the player’s cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.

J. Payout Odds

- 1. Winning Ante Wagers and Play Wagers shall be paid 1-1.
- 2. Winning Blind Wager and Trips Bonus Wagers shall be paid in accordance with the approved pay table,

Hand	Trips Bonus	Blind
Royal Flush	50 to 1	500 to 1
Straight Flush	40 to 1	50 to 1
Four of a Kind	30 to 1	10 to 1
Full House	8 to 1	3 to 1
Flush	7 to 1	3 to 2
Straight	4 to 1	1 to 1
Three of a Kind	3 to 1	Push

- 3. Where a player has made a Trips Bonus Wager at the beginning of the round and has received a Three-of-a-Kind or higher, the dealer shall leave the particular cards face down on the table under the Trips wager and those cards shall not be collected or discarded until the payout of the hand has been made.
- 4. If the player receives a Three-of-a-Kind or higher, the Trips Bonus payouts are made regardless of whether the hand Wins, Loses, or Pushes.

K. Irregularities

- 1. A card that is found face up in the shoe or the deck while the cards are being dealt shall cause a misdeal and all hands shall be void and the cards shall be reshuffled.
- 2. If manually dealt, a card dealt in error without its face being exposed shall be used as though it was the next card from the shoe or the deck.
- 3. If any player or the dealer is dealt an incorrect number of cards, all hands shall be void and the cards shall be reshuffled.

4. If one or more of the dealer's community cards is inadvertently exposed before the players make a Play bet, all hands shall be void and the cards shall be reshuffled. If one or more of the dealer's community cards is inadvertently exposed after the players make a Play bet, those players with a set Play bet will be allowed to keep their Play bet and those players who have not made a Play bet yet will be limited to a bet equal to their Ante bet.
5. If an automated shuffling device/dealing shoe is being used and the device jams, stops shuffling during a shuffle, or fails to complete a shuffle cycle, the cards shall be reshuffled.
6. If an automated shuffling device/dealing shoe is being used and the device jams, stops dealing cards or fails to deal all cards during a Round of Play, the Round of Play shall be void and the cards reshuffled.
7. If the automated shuffling device/dealing shoe reveals that an incorrect number of cards are present, the deck shall be removed from the table and all hands void.

L. Procedures for Automatic Wagering Terminals

1. In the event that the Oneida Tribe of Indians of Wisconsin utilizes automatic wagering terminals for Ultimate Texas Hold'em, the following procedures shall apply.
2. Definitions
 - a. "Bad Beat Bonus" is an optional Bad-Beat bet for Ultimate Texas Hold'em.
 - b. "Bet" is a reference to the contingency or outcome on which a player may place a wager.
 - c. "Dealer" means the person responsible for dealing the cards at the Ultimate Texas Hold'em table.
 - d. "Game Supervisor" means the person responsible for the supervision of the operation of the game, such as Floor-person, Pit Manager and commensurately upward in the chain of command.
 - e. "i-Table" means an automatic wagering system which is a central table with dealer and player touch screen areas, accounting computer and a

game clock.

- f. "Side wager" means a betting option which is an accessory to the main game and on which players may place a wager in addition to, his/her original Ante wager. For example: Pair Plus.
- g. "Void" means an invalid hand with no result.
- h. "Wager" is the money appropriated to such a bet in a particular case.

3. Equipment

- a. Ultimate Texas Hold'em will be played on a table having wagering positions for seven (7) or less players.
- b. An electronic shuffling device/dealing shoe will be used from which all cards will be shuffled and dealt.

4. The Cards

- a. Ultimate Texas Hold'em will be played with two (2) decks of cards; one deck in use at a time with each deck having 52 cards without Jokers.

5. Buy In

- a. Players will buy in with the dealer.
- b. The dealer will enter buy-in amount in the automatic wagering terminal.

6. Number of Positions a player may wager

- a. Players may only wager on one (1) betting area at the game of Ultimate Texas Hold'em.

7. Placement of wagers

- a. Wagers will be accepted electronically via the touch screen only.
- b. A wager by a player will be placed on the appropriate areas of the player terminal prior to the first card being dealt for a Round of Play.
- c. Wagers may be made on:
 - i. Ante + Blind, (always equal to each other); and
 - ii. Trips; and
 - iii. Dealer tip; and
 - iv. Bonus bet / Optional wager

- 1. To participate in the Bad Beat Bonus, players must

make bets on the Ante, Blind and/or Trips. The Bad Beat Wager is placed in the marked circle.

- v. Play at multiples of 4x's, 3x's, 2x's, or 1x, if the player decides to remain in the game and depending upon what point during gameplay they wish to make the wager.

8. Settlement of wagers

- a. Win if the player makes a Play Wager and beats the dealer's hand wherein the dealer's hand qualifies; or
- b. Push if the player makes a Play Wager wherein the dealer's hand does not qualify; or
- c. Lose if the player makes a Play Wager wherein the dealer's hand beat the player's hand; or
- d. Lose if the player chooses not to make an equal PlayWager.

9. Settlement of Blind wager

- a. Win if the player's hand meets the posted pay table and also beats the dealer, regardless of whether the dealer qualifies; or
- a. Push if the player's hand beats the dealer while not achieving a hand which meets the posted pay table; or
- b. Lose if the player's hand does not beat the dealer's hand, regardless of whether the hand meets the posted pay table. Blind Wagers **MUST** beat the dealer before they are eligible for payment.

10. Settlement of a Trips wager

- a. Win if the player's hand meets the posted Trips pay table; or
- b. Lose if the player's hand does not meet the posted Trips payable.

11. Settlement of a Bad Beat Bonus

- a. Win if the player and the dealer are involved in a Bad Beat. There are two ways to win:

- i. The player has Three-of-a-Kind or better and loses to the dealer.
 - ii. The player beats the dealer’s hand of Three-of-a-Kind or better.
- b. Lose if the dealer and the player have a five card tie because neither the dealer nor the player suffered a Bad Beat.
- c. If the player’s hand qualifies for payouts, the dealer pays according to the posted pay table:

Hand Beaten	Odds
Straight Flush	10,000 to 1
Four-of-a-Kind	500 to 1
Full House	40 to 1
Flush	25 to 1
Straight	20 to 1
Three-of-a-Kind	9 to 1

12. Settlement of Player Wager

- a. Win if the dealer’s hand qualifies and the player’s hand beats the dealer’s hand; or
- b. Win if the dealer’s hand does not qualify and the player’s hand beats the dealer’s hand; or
- c. Lose if the dealer’s hand beats the player’s hand.

13. Game Mandates

- a. All cards used in the game of Ultimate Texas Hold’em will bedealt from an electronic shuffling/dealing device and be located on the table.
- b. No person will remove or alter any cards used in the game of Ultimate Texas Hold’em.

14. Dealing the game

- a. The game console will lock out wagers when No More Bets may be placed.

- b. Press the green button on the automatic shuffling device/dealing shoe, which will dispense a packet of two (2) cards for each terminal who has reached a minimum wager;
 - c. Commencing from the left and continuing clockwise around the table dealing a packet of two (2) cards to each terminal where a wager has been placed; and
 - d. Deal the final packet of two (2) cards to the Dealer's position; and
 - e. Once the dealer's hand has been ejected from the automated shuffling device/dealing shoe, the remainder of the deck will remain inside the shuffler until;
 - i. All players make their pre-flop play or check decision, and at that time, the three-card flop will eject; then
 - ii. All remaining players make a post-flop play or check decision, causing the two-card turn/river to eject, followed by the ejection of the remainder of the deck; then
 - iii. All remaining players make a post-river play or fold decision.
15. Game Play
- a. A game may only be played when at least 1 player has wagered;
 - b. Each player shall decide whether to remain in the game or not by:
 - i. Viewing their hand; and
 - ii. Making the appropriate Play or Check decision at each decision point; or
 - iii. Discarding their hand by touching Fold if the player has not made a Play bet during any of the three (3) available rounds of betting.
 - c. For players who decide to fold:
 - i. The dealer will remove the player cards face down, and touch the top of the player's terminal to fold the hand.
 - d. For any remaining players who make the Play wager;
 - i. The dealer will expose their hand, utilize the 5-card

community board to establish their best 5-card poker hand, and declares if it qualifies; and

- ii. Beginning to the furthest player to the right remaining in the hand, expose the player's hand, then touch the top of the player's terminal; and
- iii. Continue counter-clockwise around the table for all remaining players who have made a Play wager until all players' hands have been resolved.
- e. An elected to Fold decision will be made by a Floor-person or dealer if dealer has announced for players to act on their hands and a reasonable time has passed and the player refused to act or is not present.
- f. Following the conclusion of a round of play, the Dealer will move all the cards of the deck to the discard bin in the iDeal, causing the used deck to be shuffled until a new hand is started as described above.

16. Irregularities

- a. If any player or the dealer is dealt an incorrect number of cards, all hands shall be void and the cards shall be reshuffled.
- b. If one or more of the dealer's community cards is inadvertently exposed before the players make a Play bet, all hands shall be void and the cards shall be reshuffled. If one or more of the dealer's community cards is inadvertently exposed after the players make a Play bet, those players with a set Play bet will be allowed to keep their Play bet and those players who have not made a Play bet yet will be limited to a bet equal to their Ante bet.
- c. If an automated shuffling device/dealing shoe jams, stops shuffling during a shuffle, or fails to complete a shuffle cycle, the cards shall be reshuffled.
- d. In the event it is deemed acceptable to undo a player's decision the Floor-person (or above) will:
 - i. Select the terminal icon of the player;
 - ii. Press the "Undo" button on the Dealer Terminal;

- iii. Authorize by swiping card if require; and
 - iv. Resume game play.
- f. In the event that voiding a game is deemed necessary the Floor-person (or above) will:
 - i. Press the “Admin” button on the Dealer Terminal;
 - ii. Press the “Void Game” button on the Dealer Terminal;
 - iii. Press the “Confirm” button on the Dealer Terminal to void game; and
 - iv. Authorize by swiping card if required and the terminal will automatically return to the main screen.
- g. If a player enters the wrong buy-in amount, the Floor Person (or above) will be called to correct and/or adjust the buy-in amount.
- h. In the event that the screen freezes or goes blank, the Floor Person (or above) will retrieve the information from the i-Table memory backup system.
- i. In the event of a power outage, the Floor Person (or above) will retrieve the information from the i-Table backup system memory and pay, take, or push the players bets according to i-Table memory.
- j. A card that is bent during play will be replaced by the Floor Person (or above) with a card from the Damage Control deck.

ULTIMATE TEXAS HOLD'EM.**A. Definitions**

1. "Ante Wager" means the initial wager placed prior to any cards being dealt in order to place a Play Wager.
2. "Blind Wager" means the initial wager that must be equal to the Ante Wager placed by each player in the Blind circle. This bet is paid if the player gets a Straight or better and Pushes if the hand is less than a Straight.
3. "Check" means that a player waives the right to initiate the betting in a Round of Play but retains the right to act prior to the house showing their cards.
4. "Community Card" means any card dealt face upward which can be used by all players to complete their best possible hand.
5. "Cover Card" means a solid colored card that is distinguishable from the color and design of the playing cards and used to conceal the bottom card
6. "Flop" means dealing the first three (3) Community Cards face up to the Board after each player has been dealt two (2) cards.
7. "Fold" means the withdrawal of a player from a Round of Play by discarding his or her hand of cards after all cards have been dealt and prior to placing a Play Wager.
8. "Play Wager" means an additional wager made by a player, in an amount one to four times the player's Ante Wager, after all cards for the Round of Play have been dealt but before the dealer's cards are exposed.
9. "Push" means both player and dealer 5 card hands are equal from card 1 to card 5
10. "Qualify" means when a dealer receives two cards equaling a pair of 2's or higher.
11. "Rank or Ranking" means the relative position of a card or group of cards as set forth in **Subsection E** (Ultimate Texas Hold'em Rankings).
12. "River" means the fifth and final Community Card dealt to the board after

each player has had the opportunity to Fold, Check or Play Wager on the Turn.

13. "Round of Play or Round" means one complete cycle of play during which all wagers have been placed, all players then playing at the table have been dealt a hand of cards, and all wagers have been paid or collected.
14. "Stub" means the remaining portion of the deck after all cards in the Round of Play have been dealt.
15. "Suit" means one of the four categories of cards: Clubs, Diamonds, Hearts or Spades, with no suit being higher in rank than another.
16. "Trips Bonus Wager" means an additional wager which is paid if the player gets Three-of-a-Kind or higher regardless of whether the player beats the player/dealer.
17. "Turn" means the fourth Community Card dealt to the board after each player has had the opportunity to Fold, Check or Play Wager on the Flop.
18. "Washing or Chemmy Shuffle" means mixing cards face down on the table with a circular motion of the hands.

B. Equipment

1. Ultimate Texas Hold'em shall be played on a table having up to seven (7) places on one side for the players, and a place for the dealer on the opposite side.
2. The cloth covering the Ultimate Texas Hold'em (the layout) table shall have betting areas for up to seven (7) players. Within each betting area there shall be a place for the Ante Wager, Blind Wager, Play Wager and a place for the Trips Bonus Wager.
3. Each Ultimate Texas Hold'em table shall have a table inventory container on or attached to the table.
4. Except as provided in (5) below, Ultimate Texas Hold'em shall be played with one deck of cards 52 cards without the Jokers with backs of the same color and design, and one cover card to be used in accordance with the procedures set forth in Subsection D (Shuffle and Cut of the Cards).
5. If an automated shuffling device/dealing shoe is used, the casino shall be

permitted to use a second deck of cards to play the game provided that:

- a. Each deck of cards complies with (4) above;
 - b. The backs of the cards in the two decks are of different color;
 - c. One deck is being shuffled by the automated shuffling device/dealing shoe while the other deck is being dealt or used to play the game;
 - d. Both decks are continuously alternated in and out of play, with each deck being used for every other round of play;
 - e. The cards from only one deck shall be placed in the discard rack at any given time; and
 - f. No cover card is to be used with the automated shuffling device/dealing shoe.
7. All cards opened for use at the Ultimate Texas Hold'em table shall be changed at least once every eight (8) hours.

C. Opening the Table for Gaming

1. After receiving the cards at the table, the dealer shall sort and inspect the cards. The dealer shall ensure the decks are complete, and that no cards are flawed, scratched, or marked in any way. A floor person shall verify the inspection.
 - a. If, after the inspection of the cards, the dealer finds that a card is unsuitable for use, a floor person or above shall bring a replacement card from the replacement deck or replace the entire deck.
2. The dealer must spread the cards, face up on the table, by deck, according to suit, and in sequence, in such a manner that each individual card can be identified. The casino surveillance system shall video record this process.
3. Following the inspection of the cards by the dealer and the verification, the cards shall be turned face down on the table, mixed thoroughly by a washing or chemmy shuffle of the cards and stacked and shuffled in accordance with Subsection D (Shuffle and Cut of the Cards).
4. Electronic verification may satisfy the floor-person verification requirement.

D. Shuffle and Cut of the Cards

1. Immediately prior to the commencement of Play and after each Round of Play has been completed, the dealer shall shuffle the cards, either manually or by use of an automated shuffling device/dealing shoe, so that the cards are randomly intermixed.
 - a. Upon completion of the shuffle by dealer or automated shuffling device/dealing shoe, the dealer shall place the deck of cards in a single stack on the table.
 - b. Should an automated shuffling device/dealing shoe be used, the cards will not be stacked and instead, remain in the device once shuffled.
2. After the cards have been shuffled and stacked, the dealer shall:
 - a. If the cards were shuffled using an automated shuffling device/dealing shoe, deal or deliver the cards in accordance with the procedures set forth in Subsections (G), (H) or (I); or
 - b. If the cards were shuffled manually, cut the cards in accordance with the procedures set forth in (3) below.
3. If a cut of the cards is required, the dealer shall:
 - a. Cut the deck, using one hand, by:
 - i. Placing the cover card on the table in front of the deck of cards;
 - ii. Taking a stack of at least 10 cards from the top of the deck and placing them on top of the cover card;
 - iii. Placing the cards remaining in the deck on top of the stack of cards that were cut and placed on the cover card pursuant to (3)(a)(ii) above.
 - b. Deal the cards in accordance with the procedures set forth in Subsections (G), (H), or (I). Notwithstanding (3) above, after the cards have been cut and before any cards have been dealt, a casino supervisor may require the cards to be recut if he or she determines that the cut was performed improperly or in any way that might affect the integrity or fairness of the game.
4. Whenever there is no gaming activity at an Ultimate Texas Hold'em table which is open for gaming, the cards shall remain in the dealing shoe if a manual shoe is used or if an automated shuffling device/dealing shoe is used, one deck is to remain in the automated shoe while the remaining stub is placed in the discard

rack, until a player arrives at the table. Play will then commence in conformance with the procedures outlined in Subsection (D).

E. Ultimate Texas Hold'em Rankings

1. The rank of the cards used in Ultimate Texas Hold'em, for the determination of winning hands, in order of highest to lowest rank, shall be: Ace, King, Queen, Jack, Ten, Nine, Eight, Seven, Six, Five, Four, Three and Two. Notwithstanding the foregoing, an Ace may be used to complete a Straight Flush with a King, Queen, Jack, and Ten or a Straight formed with a Two, Three, Four, and Five.
2. The permissible poker hands at the game of Ultimate Texas Hold'em, in order of highest to lowest rank, shall be:
 - a. "Royal Flush" is a hand consisting of an Ace, King, Queen, Jack and Ten of the same suit;
 - b. "Straight Flush" is a hand consisting of five (5) cards of the same suit in consecutive ranking with King, Queen, and Jack, Ten, and Nine being the highest-ranking Straight Flush and Ace, Two, Three, and Four and Five being the lowest ranking Straight Flush;
 - c. "Four-of-a-Kind" is a hand consisting of four (4) cards of the same rank regardless of suit, with four (4) Aces being the highest ranking Four-of-a-Kind and four (4) Twos being the lowest ranking Four-of-a-Kind;
 - d. "Full House" is a hand consisting of Three-of-a-Kind and a Pair, with three (3) Aces and two (2) Kings being the highest-ranking Full House and three (3) Twos and two (2) Threes being the lowest ranking Full House;
 - e. "Flush" is a hand consisting of five (5) cards of the same suit;
 - f. "Straight" is a hand consisting of five (5) cards of consecutive rank, regardless of suit, with an Ace, King, Queen, Jack and Ten being the highest ranking Straight and an Ace, Two, Three, Four and Five being the lowest ranking Straight; provided, however, that an Ace may not be combined with any other sequence of cards for purposes of determining a winning hand (for example, Queen, King, Ace, Two, Three);

- g. “Three-of-a-Kind” is a hand consisting of three (3) cards of the same rank, with three (3) Aces being the highest ranking Three-of-a-Kind and three (3) Twos being the lowest ranking Three-of-a-Kind;
- h. “Two Pairs” is a hand containing Two Pairs, with two (2) Aces and two (2) Kings being the highest ranking Two Pair and two (2) Threes and two (2) Twos being the lowest ranking Two Pair; and
- i. “One Pair” is a hand containing two (2) cards of the same rank, with two (2) Aces being the highest-ranking pair and two (2) Twos being the lowest ranking pair.

F. Wagers

- 1. All wagers at Ultimate Texas Hold’em shall be made by placing gaming chips or tokens and, if applicable, a match play coupon on the appropriate betting areas of the table layout. A verbal wager accompanied by cash shall not be accepted.
- 2. All initial wagers shall be placed prior to the dealer indicating No More Bets in accordance with the dealing procedures in Subsections (G) and (H). Except as otherwise provided in these Rules, no wager shall be made, increased or withdrawn after the dealer has indicated No More Bets.
- 3. The casino will not allow a player to wager at more than one betting position during a Round of Play at Ultimate Texas Hold’em.
- 4. All wagers shall be placed in one-dollar increments.
- 5. The following wagers may be placed in the game of Ultimate Texas Hold’em:
 - a. A player may compete solely against the dealer by placing an Ante Wager in an amount within the posted minimum and maximum wagers and then placing a Blind Wager in an equal amount;
 - b. A player may also compete against a posted payout ledger by placing a Trips Bonus Wager, which wager may be in any amount within the posted minimum and maximum wagers; or
 - c. A player may compete against both the dealer and the posted payout ledger by placing wagers in accordance with the requirement of (4)(a) and (b) above.

6. Gaming Management may authorize additional optional wagers to be offered if said wagers are documented and approved in a standard operating procedure approved by the Oneida Gaming Commission.

G. Procedure for Dealing from a Manual Shoe

1. If the casino chooses to have the cards dealt from a manual dealing shoe, the dealing shoe shall meet the applicable control standards for dealing shoes and shall be located on the table. Once the procedures required by Subsection D (Shuffle and Cut of the Cards) have been completed, the stacked deck(s) of cards shall be placed in the dealing shoe either by the dealer or by an automatic shuffling device.
 - a. Dealing from the hand is prohibited.
2. Prior to dealing the cards and once all initial wagers have been placed, the dealer shall then indicate No More Bets.
3. Each card shall be removed from the dealing shoe with the hand of the dealer that is closest to the dealing shoe and placed on the appropriate area of the layout with the opposite hand.
4. The dealer shall, starting with the player farthest to his or her left and continuing around the table in a clockwise manner, deal one card face down to each wagering area containing an Ante Wager and Blind Wager and then one card face down to the dealer, followed by;
5. A second card face down to each such wagering area and the dealer so that each player and the dealer have two cards each; followed by five (5) community cards dealt face down to the center of the table.
6. After all cards have been dealt to each player and the area designated for the hand of the dealer, the dealer shall remove the stub from the manual dealing shoe and, except as provided in (7) below, place the stub in the discard rack without exposing the cards.
7. The dealer shall be required to count the stub at least once every five (5) rounds of play in order to determine that the correct numbers of cards are still present in the deck. The dealer shall determine the number of cards in the stub by counting the cards face down on the layout.
 - a. If the count of the stub indicates that 52 cards are in the deck, the

dealer shall place the stub in the discard rack without exposing the cards.

- b. If the count of the stub indicates that the number of cards in the deck is incorrect, the dealer shall determine if the cards were misdealt. If the cards have been misdealt (a player or the area designed for the placement of the dealer's hand has more or less than two cards) but 52 cards remain in the deck, all hands shall be void pursuant to Subsection K (Irregularities). If the cards have not been misdealt, all hands shall be considered void and the entire deck of cards shall be removed from the table.

H. Procedures for Dealing from an Automated Shuffling Device/Dealing Shoe.

1. A casino may, in its discretion, choose to have the cards used to play Ultimate Texas Hold'em dealt from an automated shuffling device/dealing shoe.
2. If a casino chooses to have the cards dealt from an automated shuffling device/dealing shoe, the following requirements shall be observed:
 - a. Once the procedures required by Subsection D.1. (Shuffle and Cut of the Cards) have been completed; the cards are now ready to be dealt from the automated shuffling device/dealing shoe.
3. Prior to dealing the cards and once all initial wagers have been placed, the dealer shall then indicate No More Bets. The dealer shall deliver the first five (5) community cards dispensed by the automated shuffling device/dealing shoe face down to the center of the table.
4. The dealer shall then deliver a stack of two (2) cards face down to the player farthest to the dealer's left who has placed an ante and Blind wager. As the cards are dispensed to the dealer by the automated shuffling device/dealing shoe, the dealer shall, moving clockwise around the table, deliver two (2) cards face down to each of the other players who have placed an Ante and Blind wager. The dealer shall then deliver a stack of two (2) cards face down to the area designated for the dealer's hand.
5. After each stack of cards has been dispensed and delivered in accordance with (4) above, the dealer shall remove the stub from the automated shuffling device/dealing shoe and place the cards in the discard rack without exposing the cards.

6. The counting of the stub shall not be required if an automated shuffling device/dealing shoe is used that counts the number of cards in the deck after the completion of each shuffle and indicates whether 52 cards are still present.

I. The Play

1. Prior to the procedures required by Subsection D (Shuffle and Cut of the Cards); each player shall make either of the following wagers:
 - a. An equal wager in the “Ante” and “Blind” circles; or
 - b. An equal wager in the “Ante” and “Blind” circles and a “Trips Bonus wager”.
 - c. An Ante wager and a Blind wager are required to play the round.
2. After the dealing procedures required by Subsections (G) or (H) have been completed, each player shall determine whether to Check or to make a Play Wager of 3 x’s or 4 x’s the value of their Ante Wager. Once players bet, they cannot bet again, and they cannot change their bet.
3. After each player has either Checked or made a Play Wager of 3 x’s or 4 x’s their Ante Wager, the casino dealer shall proceed to turn over the first three (3) Community Cards (Flop).
4. Players who have not already made a Play Wager may decide to either Check again or to make a Play Wager 2 x’s the value of their Ante Wager
5. After each player has either Checked or made a Play Wager of 2 x’s the value of their Ante Wager, the dealer shall proceed to turn over the remaining two (2) Community Cards (the Turn and the River).
6. When all five (5) Community Cards are revealed, players who have not yet made a Play Wager can either Fold or make a Play Wager equal to the value of their Ante Wager.
7. After a player decides to Fold, the player shall place their cards face down on the table without making a Play Wager. The dealer shall then in relation to each player who has folded:
 - a. Collect the Ante Wager and Blind Wager and place it in the table inventory container.

- b. Collect and individually spread out the cards, face down and count them, then place them:
 - i. In the discard rack; or
 - ii. If the player made a Trips Wager, under the Trips Wager.
- 8. The dealer will then turn over the dealers two (2) cards.
- 9. Each player and the dealer will combine their two (2) cards with the Community Cards to create their respective best 5-card poker hand.
 - a. Winning wagers shall be paid in accordance with the Payout Odds listed in Subsection J (Payout Odds).
- 10. When handling the cards, players shall at all times ensure that the cards remain on or above the area of the table. The cards must not be removed from the table.
- 11. When the dealer does not qualify with at least a pair, the dealer will, start with the player to the right of the dealer who has not folded, return each player's ante wager.
- 12. When the dealer does not qualify and has returned any remaining Ante wagers, the Dealer shall Reconcile the hands of those players who remain in the game from right to left and shall;
 - a. Spread each player's cards,
 - b. Resolve the Play, Blind and Trips Bonus bets; and,
 - c. *Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.*

- d. Announce the value of the player's hand and whether it wins or loses.
- 13. A player's hand shall;
 - a. Win if it has a higher poker value than that of the dealer's hand;
 - b. Lose if it has a lower poker value than that of the dealer's hand;
 - c. Constitute a Push if it has a poker value equal to that of the player/dealer's hand;
 - d. If a player wins with less than a Straight, the Blind bet pushes.
- 14. If a player's hand loses, the dealer shall;
 - a. Collect in order, the Play, Ante, and Blind Wagers and place in the table bank;
 - b. Determine whether the Trips Bonus Wager qualifies and pay accordingly on behalf of the player/dealer; and
 - c. Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.
- 15. If a player's hand wins, the dealer shall;
 - a. Pay the Ante Wager and Play Wager each 1-1;
 - b. Pay the Blind Wager if the hand is a Straight or better;
 - c. Pay any Trips Bonus Wager if the hand is a Three-of-a-Kind or better;
 - d. Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.
- 16. If a player's hand constitutes a Push, the dealer shall;
 - a. Pay any Trips Bonus Wager if the hand is a Three-of-a-Kind or better;

- b. Collect, count and place the player's cards in the discard holder. All cards collected by the dealer shall be picked up in order and placed in the discard rack in such a way that they can be readily arranged to reconstruct each hand in the event of a question or dispute.

J. Payout Odds

1. Winning Ante Wagers and Play Wagers shall be paid 1-1.
2. Winning Blind Wager and Trips Bonus Wagers shall be paid in accordance with the approved pay table,

Hand	Trips Bonus	Blind
Royal Flush	50 to 1	500 to 1
Straight Flush	40 to 1	50 to 1
Four of a Kind	30 to 1	10 to 1
Full House	8 to 1	3 to 1
Flush	7 to 1	3 to 2
Straight	4 to 1	1 to 1
Three of a Kind	3 to 1	Push

3. Where a player has made a Trips Bonus Wager at the beginning of the round and has received a Three-of-a-Kind or higher, the dealer shall leave the particular cards face down on the table under the Trips wager and those cards shall not be collected or discarded until the payout of the hand has been made.
4. If the player receives a Three-of-a-Kind or higher, the Trips Bonus payouts are made regardless of whether the hand Wins, Loses, or Pushes.

K. Irregularities

1. A card that is found face up in the shoe or the deck while the cards are being dealt shall cause a misdeal and all hands shall be void and the cards shall be reshuffled.
2. If manually dealt, a card dealt in error without its face being exposed shall be used as though it was the next card from the shoe or the deck.
3. If any player or the dealer is dealt an incorrect number of cards, all hands shall be void and the cards shall be reshuffled.

4. If one or more of the dealer's community cards is inadvertently exposed before the players make a Play bet, all hands shall be void and the cards shall be reshuffled. If one or more of the dealer's community cards is inadvertently exposed after the players make a Play bet, those players with a set Play bet will be allowed to keep their Play bet and those players who have not made a Play bet yet will be limited to a bet equal to their Ante bet.
5. If an automated shuffling device/dealing shoe is being used and the device jams, stops shuffling during a shuffle, or fails to complete a shuffle cycle, the cards shall be reshuffled.
6. If an automated shuffling device/dealing shoe is being used and the device jams, stops dealing cards or fails to deal all cards during a Round of Play, the Round of Play shall be void and the cards reshuffled.
7. If the automated shuffling device/dealing shoe reveals that an incorrect number of cards are present, the deck shall be removed from the table and all hands void.

L. Procedures for Automatic Wagering Terminals

1. In the event that the Oneida Tribe of Indians of Wisconsin utilizes automatic wagering terminals for Ultimate Texas Hold'em, the following procedures shall apply.
2. Definitions
 - a. "Bad Beat Bonus" is an optional Bad-Beat bet for Ultimate Texas Hold'em.
 - b. "Bet" is a reference to the contingency or outcome on which a player may place a wager.
 - c. "Dealer" means the person responsible for dealing the cards at the Ultimate Texas Hold'em table.
 - d. "Game Supervisor" means the person responsible for the supervision of the operation of the game, such as Floor-person, Pit Manager and commensurately upward in the chain of command.
 - e. "i-Table" means an automatic wagering system which is a central table with dealer and player touch screen areas, accounting computer and a

game clock.

- f. “Side wager” means a betting option which is an accessory to the main game and on which players may place a wager in addition to, his/her original Ante wager. For example: Pair Plus.
- g. “Void” means an invalid hand with no result.
- h. “Wager” is the money appropriated to such a bet in a particular case.

3. Equipment

- a. Ultimate Texas Hold’em will be played on a table having wagering positions for seven (7) or less players.
- b. An electronic shuffling device/dealing shoe will be used from which all cards will be shuffled and dealt.

4. The Cards

- a. Ultimate Texas Hold’em will be played with two (2) decks of cards; one deck in use at a time with each deck having 52 cards without Jokers.

5. Buy In

- a. Players will buy in with the dealer.
- b. The dealer will enter buy-in amount in the automatic wagering terminal.

6. Number of Positions a player may wager

- a. Players may only wager on one (1) betting area at the game of Ultimate Texas Hold’em.

7. Placement of wagers

- a. Wagers will be accepted electronically via the touch screen only.
- b. A wager by a player will be placed on the appropriate areas of the player terminal prior to the first card being dealt for a Round of Play.
- c. Wagers may be made on:
 - i. Ante + Blind, (always equal to each other); and
 - ii. Trips; and
 - iii. Dealer tip; and
 - iv. Bonus bet / Optional wager

- 1. To participate in the Bad Beat Bonus, players must

make bets on the Ante, Blind and/or Trips. The Bad Beat Wager is placed in the marked circle.

- v. Play at multiples of 4x's, 3x's, 2x's, or 1x, if the player decides to remain in the game and depending upon what point during gameplay they wish to make the wager.

8. Settlement of wagers

- a. Win if the player makes a Play Wager and beats the dealer's hand wherein the dealer's hand qualifies; or
- b. Push if the player makes a Play Wager wherein the dealer's hand does not qualify; or
- c. Lose if the player makes a Play Wager wherein the dealer's hand beat the player's hand; or
- d. Lose if the player chooses not to make an equal Play Wager.

9. Settlement of Blind wager

- a. Win if the player's hand meets the posted pay table and also beats the dealer, regardless of whether the dealer qualifies; or
- a. Push if the player's hand beats the dealer while not achieving a hand which meets the posted pay table; or
- b. Lose if the player's hand does not beat the dealer's hand, regardless of whether the hand meets the posted pay table. Blind Wagers **MUST** beat the dealer before they are eligible for payment.

10. Settlement of a Trips wager

- a. Win if the player's hand meets the posted Trips pay table; or
- b. Lose if the player's hand does not meet the posted Trips payable.

11. Settlement of a Bad Beat Bonus

- a. Win if the player and the dealer are involved in a Bad Beat. There are two ways to win:

- i. The player has Three-of-a-Kind or better and loses to the dealer.
- ii. The player beats the dealer's hand of Three-of-a-Kind or better.
- b. Lose if the dealer and the player have a five card tie because neither the dealer nor the player suffered a Bad Beat.
- c. If the player's hand qualifies for payouts, the dealer pays according to the posted pay table:

Hand Beaten	Odds
Straight Flush	10,000 to 1
Four-of-a-Kind	500 to 1
Full House	40 to 1
Flush	25 to 1
Straight	20 to 1
Three-of-a-Kind	9 to 1

12. Settlement of Player Wager

- a. Win if the dealer's hand qualifies and the player's hand beats the dealer's hand; or
- b. Win if the dealer's hand does not qualify and the player's hand beats the dealer's hand; or
- c. Lose if the dealer's hand beats the player's hand.

13. Game Mandates

- a. All cards used in the game of Ultimate Texas Hold'em will be dealt from an electronic shuffling/dealing device and be located on the table.
- b. No person will remove or alter any cards used in the game of Ultimate Texas Hold'em.

14. Dealing the game

- a. The game console will lock out wagers when No More Bets may be placed.

- b. Press the green button on the automatic shuffling device/dealing shoe, which will dispense a packet of two (2) cards for each terminal who has reached a minimum wager;
- c. Commencing from the left and continuing clockwise around the table dealing a packet of two (2) cards to each terminal where a wager has been placed; and
- d. Deal the final packet of two (2) cards to the Dealer's position; and
- e. Once the dealer's hand has been ejected from the automated shuffling device/dealing shoe, the remainder of the deck will remain inside the shuffler until;
 - i. All players make their pre-flop play or check decision, and at that time, the three-card flop will eject; then
 - ii. All remaining players make a post-flop play or check decision, causing the two-card turn/river to eject, followed by the ejection of the remainder of the deck; then
 - iii. All remaining players make a post-river play or fold decision.

15. Game Play

- a. A game may only be played when at least 1 player has wagered;
- b. Each player shall decide whether to remain in the game or not by:
 - i. Viewing their hand; and
 - ii. Making the appropriate Play or Check decision at each decision point; or
 - iii. Discarding their hand by touching Fold if the player has not made a Play bet during any of the three (3) available rounds of betting.
- c. For players who decide to fold:
 - i. The dealer will remove the player cards face down, and touch the top of the player's terminal to fold the hand.
- d. For any remaining players who make the Play wager;
 - i. The dealer will expose their hand, utilize the 5-card

community board to establish their best 5-card poker hand, and declares if it qualifies; and

- ii. Beginning to the furthest player to the right remaining in the hand, expose the player's hand, then touch the top of the player's terminal; and
 - iii. Continue counter-clockwise around the table for all remaining players who have made a Play wager until all players' hands have been resolved.
- e. An elected to Fold decision will be made by a Floor-person or dealer if dealer has announced for players to act on their hands and a reasonable time has passed and the player refused to act or is not present.
 - f. Following the conclusion of a round of play, the Dealer will move all the cards of the deck to the discard bin in the iDeal, causing the used deck to be shuffled until a new hand is started as described above.

16. Irregularities

- a. If any player or the dealer is dealt an incorrect number of cards, all hands shall be void and the cards shall be reshuffled.
- b. If one or more of the dealer's community cards is inadvertently exposed before the players make a Play bet, all hands shall be void and the cards shall be reshuffled. If one or more of the dealer's community cards is inadvertently exposed after the players make a Play bet, those players with a set Play bet will be allowed to keep their Play bet and those players who have not made a Play bet yet will be limited to a bet equal to their Ante bet.
- c. If an automated shuffling device/dealing shoe jams, stops shuffling during a shuffle, or fails to complete a shuffle cycle, the cards shall be reshuffled.
- d. In the event it is deemed acceptable to undo a player's decision the Floor-person (or above) will:
 - i. Select the terminal icon of the player;
 - ii. Press the "Undo" button on the Dealer Terminal;

- iii. Authorize by swiping card if require; and
 - iv. Resume game play.
- f. In the event that voiding a game is deemed necessary the Floor-person (or above) will:
 - i. Press the “Admin” button on the Dealer Terminal;
 - ii. Press the “Void Game” button on the Dealer Terminal;
 - iii. Press the “Confirm” button on the Dealer Terminal to void game; and
 - iv. Authorize by swiping card if required and the terminal will automatically return to the main screen.
- g. If a player enters the wrong buy-in amount, the Floor Person (or above) will be called to correct and/or adjust the buy-in amount.
- h. In the event that the screen freezes or goes blank, the Floor Person (or above) will retrieve the information from the i-Table memory backup system.
- i. In the event of a power outage, the Floor Person (or above) will retrieve the information from the i-Table backup system memory and pay, take, or push the players bets according to i-Table memory.
- j. A card that is bent during play will be replaced by the Floor Person (or above) with a card from the Damage Control deck.

Research Request: Tracey Williams - Learning to Speak the World Again: The Haudenosaunee Creation.

Business Committee Agenda Request

1. **Meeting Date Requested:** *Click or tap to enter a date.*

2. **Session:**

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. **Requested Motion:**

☐ Accept as information; OR

Recommendation regarding authorization for research in Oneida community.

4. **Areas potentially impacted or affected by this request:**

☐ Finance

☐ Programs/Services

☐ Law Office

☐ DTS

☐ Gaming/Retail

☐ Boards, Committees, or Commissions

☐ Other: *Describe*

5. **Additional attendees needed for this request:**

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

- | | | |
|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

7. Budget Information:

- | | |
|---|--|
| <input type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input checked="" type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Other: <i>Describe</i> | |

8. Submission:

Authorized Sponsor: Jo Anne House, Chief Counsel

Primary Requestor: (Name, Title/Entity)

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

Krystal L. John, Senior Attorney
Carl J. Artman
Peggy A. Van Gheem
Andrea L. Gage

Law Office



MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel

DATE: June 20, 2025

SUBJECT: Research Request: Tracey Williams – University of Arizona - Learning to Speak the World Again: The Haudenosaunee Creation Story as a Guide to Oneida Language Revitalization

Tracey Williams is a student in the University of Arizona's Teaching, Learning and Sociocultural Studies doctoral program. She has completed the necessary coursework and has received approval regarding her proposal in the dissertation process. Her dissertation is a study of her personal journey in learning the Oneida Language.

Ms. Williams will be telling her Oneida language learning path and placing it in context with the Creation Story. This study will identify how using the Creation Story creates synergies in learning words and speaking the language with learning the Oneida culture and ways of being. The goal is to identify a language learning program using immersion in both present and on-line programming. Part of her study will utilize Oneida Nation resources developed in language teaching. A review of the study identifies the proper attribution of Oneida Nation resources, developed in part by Ms. Williams as an Tribal employee. There are no concerns regarding youth or others in a protective class that would be included in this research.

A study of Oneida language teaching/learning programs will assist the Oneida Nation in improving its current resources. The final dissertation will be of benefit to the Oneida Nation School System, the Cultural Heritage Department, the Oneida Nation Museum, and the Oneida Community Library. I would recommend Ms. Williams provide her approved dissertation to these programs as a programming resource. I would also recommend the Grants Office receive a copy of the final dissertation as a resource in language learning grants.

Recommended Action:

Motion to approve research request, consistent with resolution # BC-05-08-19-A, Research Requests: Review and Approval to Conduct, and, in accordance with:

- a. Resolve #2(3), Ms. Williams is required to submit the final draft research paper for review;

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- b. Resolve #2(4), Ms. Williams is required to submit a copy of the published work and can request to present the research findings to the Oneida Business Committee; and
- c. Resolve #5, any further use of this research information is subject to authorization by the Oneida Business Committee.

If you have further questions, please contact me.

Defer the Financial Contingency Plan to the July 23, 2025, regular Business Committee meeting

Business Committee Agenda Request

1. Meeting Date Requested: 06/25/25

2. Session:

☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: *Choose or type justification.*

3. Requested Motion:

☒ Accept as information; OR

Motion to defer the Budget Contingency Plan to the July 23rd regular Business Committee meeting.

4. Areas potentially impacted or affected by this request:

☐ Finance

☐ Programs/Services

☐ Law Office

☐ DTS

☐ Gaming/Retail

☐ Boards, Committees, or Commissions

☐ Other: *Describe*

5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6. Supporting Documents:

- | | | |
|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
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| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

7. Budget Information:

- | | |
|---|--|
| <input type="checkbox"/> Budgeted – Tribal Contribution | <input type="checkbox"/> Budgeted – Grant Funded |
| <input type="checkbox"/> Unbudgeted | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Other: <i>Describe</i> | |

8. Submission:

Authorized Sponsor: RaLinda Ninham-Lamberies

Primary Requestor: (Name, Title/Entity)

MEMORANDUM

To: Oneida Business Committee
From: RaLinda Ninham-Lamberies, CFO
Date: June 17, 2025
Subject: Budget Contingency Plan

BC Resolution # 05-11-22-B Amendments to the Budget Management and Control Law directs that guidelines for the contents of a budget contingency plan shall be issued by Finance and a final budget contingency plan be brought forward to the Oneida Business Committee. On June 11th the OBC took action to accept the draft Financial Contingency Plan, to move the draft plan to open session, to direct the General Managers to review and provide comments to the Chief Financial Officer by Wednesday, June 18, 2025, by close of business, and for the Chief Financial Officer to develop the final document and resolution for presentation at the June 25, 2025, regular Business Committee meeting.

Finance is requesting this item be deferred to the regular July 23rd meeting to review and incorporate comments.