



## LEGISLATIVE OPERATING COMMITTEE MEETING AGENDA

Business Committee Conference Room-2<sup>nd</sup> Floor Norbert Hill Center  
November 1, 2017 9:00 a.m.

- I. Call to Order and Approval of the Agenda**
- II. Minutes to be approved**
  1. October 4, 2017 LOC Meeting Minutes (pg. 2)
- III. Current Business**
  1. Petition: Dodge – Law Firm for GTC (pg. 4)
  2. Petition: G. Powless – Banishment Law Resolution (pg. 6)
  3. Landlord Tenant Amendments (pg. 8)
  4. Active Files List Update (pg.47)
- IV. New Submissions**
  1. Environmental Review Law (pg. 48)
  2. Removal Law Amendments (pg. 58)
  3. Real Property Law Emergency Amendments (pg. 67)
- V. Additions**
- VI. Administrative Updates**
  1. 4<sup>th</sup> Quarter Report E-Poll (pg. 79)
  2. Community Support Fund Extension E-Poll (pg. 80)
- VII. Executive Session**
- VIII. Recess/Adjourn**



## LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2<sup>nd</sup> Floor Norbert Hill Center

October 04, 2017

9:00 a.m.

**Present:** Jennifer Webster, David P. Jordan, Daniel Guzman King, Kirby Metoxen, Ernie Stevens III

**Excused:**

**Others Present:** Candice Skenandore, Clorissa Santiago, Jen Falck, Lee Cornelius, Leyne Orosco, Rosa Laster, Wes Martin

### I. Call to Order and Approval of the Agenda

1. Motion Daniel Guzman King to adopt the agenda; seconded by Kirby Metoxen, Motion carried unanimously.

### II. Minutes to be approved

1. Motion by Jennifer Webster to approve the September 20, 2017 LOC Minutes and send to the Business Committee for approval; seconded by Daniel Guzman King. Motion carried with Kirby Metoxen abstaining.

### III. Current Business

#### 1. **Petition: Dallas-2017 Tri-Annual General Election** (1:35 – 2:05)

Motion by Daniel Guzman King to approve the legislative analysis regarding the Petition: Dallas- 2017 Tri-Annual General Election and forward to the Business Committee for consideration; seconded by Kirby Metoxen. Motion carried unanimously.

#### 2. **Petition: Graham- 2017 General Election** (2:06 – 2:34)

Motion by Kirby Metoxen to approve the legislative analysis regarding the Petition: Graham- 2017 General Election and forward to the Business Committee for consideration; seconded by Daniel Guzman King. Motion carried unanimously.

#### 3. **Petition: Vandehei: Business Committee E-Polls** (2:35-3:05)

Motion by Jennifer Webster to approve the legislative analysis regarding the Petition: Vandehei- Business Committee E-polls and forward to the Business Committee for consideration; seconded by Daniel Guzman King. Motion carried unanimously.

### IV. New Submissions

#### 1. **Petition: Dodge- Law Firm for GTC** (3:08 – 3:58)

Motion by Daniel Guzman King to add the Petition: Dodge- Law Firm for GTC to the active files list and assign Kirby Metoxen as the sponsor and direct the LRO to provide a 45 day update by November 11, 2017; seconded by Kirby Metoxen. Motion carried unanimously.

2. **Petition: G. Powless-Banishment Law Resolution** (3:59 – 4:44)

Motion by Jennifer Webster to add the Petition: G. Powless regarding Banishment Law to the active files list with herself as the sponsor and direct the LRO to provide a 45 day update by November 11, 2017; seconded by Kirby Metoxen. Motion carried unanimously.

**V. Additions – None**

*(Note Ernie Stevens III arrived to the meeting at 9:05 a.m.)*

**VI. Administrative Updates**

1. **Resolution: Defining the Comprehensive Housing Division: Landlord-Tenant Law, Eviction & Termination Law, and Foreclosure Law E-Poll** (4:59 – 5:40)

Motion by Ernie Stevens III to enter the E-poll dated September 20, 2017 regarding the Resolution: Defining the Comprehensive Housing Division: Landlord-Tenant Law, Eviction & Termination Law, Mortgage and Foreclosure Law into the record; seconded by Daniel Guzman King. Motioned carried unanimously.

**VII. Executive Session**

**VIII. Adjourn**

Motion by Kirby Metoxen to adjourn the October 04, 2017 Legislative Operating Committee meeting at 9:06 a.m.; seconded by Jennifer Webster. Motion carried unanimously.



Legislative Operating Committee  
November 1, 2017

# Petition: Dodge – Law Firm for GTC

<b>Submission Date:</b> 9/27/17	<b>Public Meeting:</b> n/a
<b>LOC Sponsor:</b> Kirby Metoxen	<b>Emergency Enacted:</b> n/a <b>Expires:</b> n/a

**Summary:** *This petition calls for the GTC to hear a presentation from the law firm of Gross & Klein LLP about GTC’s options to recover millions of dollars in losses and damages in accordance with the ONWI Constitution, Article IV, Powers of the General Tribal Council, Section 1.(b): “To employ legal counsel, the choice of counsel and fixing of fees,” and for GTC to discuss and vote on retaining Gross & Klein LLP, which has agreed to represent GTC at a 20% discount.*

**9/27/17 OBC:** Motion by Lisa Summers to acknowledge receipt of the petition submitted by Leah Sue Dodge regarding a Law Firm for GTC, seconded by David P. Jordan. Motion carried unanimously

Motion by Lisa Summers to send the verified petition to the Law, Finance, Legislative Reference, and Direct Report Offices’ for legal financial, legislative, and administrative analyses, seconded by David P. Jordan. Motion carried unanimously

Motion by Lisa Summers to direct the Law, Finance, and Legislative Reference Office to submit their analyses to the Tribal Secretary within sixty (60) days with a progress report to be submitted within forty-five (45) days; and to direct the Direct Report Offices to submit administrative analyses to Tribal Secretary within thirty (30) days, seconded by David P. Jordan. Motion carried unanimously.

**10/4/17 LOC:** Motion by Daniel Guzman King to add Petition: Dodge – Law Firm for GTC to the Active Files List and assign Kirby Metoxen as the sponsor and direct the LRO to provide a 45 day update by November 11, 2017; seconded by Kirby Metoxen. Motion carried unanimously.

**Next Steps:**

- Approve the Petition: Dodge – Law Firm for GTC 45 day update and forward to the Oneida Business Committee for consideration.



**TO:** Oneida Business Committee  
**FROM:** David P. Jordan, LOC Chairperson *DJ*  
**DATE:** November 8, 2017  
**RE:** Petition: Dodge – Law Firm for GTC

---

On September 18, 2017, a petition was submitted to the Business Committee Support Office by Leah Sue Dodge which calls for a special General Tribal Council (GTC) meeting to be held in order for the GTC to hear a presentation from the law firm of Gross & Klein LLP about GTC's options to recover millions of dollars in losses and damages in accordance with the ONWI Constitution, Article IV, Powers of the General Tribal Council, Section 1.(b): "To employ legal counsel, the choice of counsel and fixing of fees," and for GTC to discuss and vote on retaining Gross & Klein LLP, which has agreed to represent GTC at a 20% discount.

On September 27, 2017, the Oneida Business Committee (OBC) accepted the verified petition submitted by Leah Sue Dodge and requested that the Legislative Reference Office (LRO) complete a legislative analysis within sixty (60) days and that a progress report be submitted within forty-five (45) days. This memorandum serves as the requested progress report.

The LRO has completed research regarding the Petition and will present the completed legislative analysis to the OBC within the sixty (60) day timeframe as directed.



Legislative Operating Committee  
November 1, 2017

# Petition: G. Powless – Banishment Law Resolution

<b>Submission Date:</b> 9/27/17	<b>Public Meeting:</b> n/a
<b>LOC Sponsor:</b> Jennifer Webster	<b>Emergency Enacted:</b> n/a <b>Expires:</b> n/a

**Summary:** *This petition calls for a special General Tribal Council (GTC) meeting to be held to consider adopting a resolution entitled Banishment Law pertaining to Drug Dealers.*

**9/27/17 OBC:** Motion by Lisa Summers to acknowledge receipt of the petition submitted by Gina Powless regarding a Banishment Law resolution, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Lisa Summers to send the verified petition to the Law, Finance, Legislative Reference, and Direct Report Offices' for legal financial, legislative, and administrative analyses, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Lisa Summers to direct the Law, Finance, and Legislative Reference Office to submit their analyses to the Tribal Secretary within sixty (60) days with a progress report to be submitted within forty five (45) days; and to direct the Direct Report Offices to submit administrative analyses to Tribal Secretary within thirty (30) days, seconded by Jennifer Webster. Motion carried unanimously.

**10/4/17 LOC:** Motion by Jennifer Webster to add Petition: G. Powless regarding Banishment Law to the Active Files List with herself as the sponsor, and direct the LRO to provide a 45 day update by November 11, 2017; seconded by Kirby Metoxen. Motion carried unanimously.

**Next Steps:**

- Approve the Petition: G. Powless – Banishment Law Resolution 45 day update and forward to the Oneida Business Committee for consideration.



**TO:** Oneida Business Committee  
**FROM:** David P. Jordan, LOC Chairperson   
**DATE:** November 8, 2017  
**RE:** Petition: G. Powless – Banishment Law Resolution

---

On September 18, 2017, a petition was submitted to the Business Committee Support Office by Gina Powless which calls for a special General Tribal Council (GTC) meeting to be held to consider adopting a resolution entitled Banishment Law pertaining to Drug Dealers.

On September 27, 2017, the Oneida Business Committee (OBC) accepted the verified petition submitted by Gina Powless and requested that the Legislative Reference Office (LRO) complete a legislative analysis within sixty (60) days and that a progress report be submitted within forty-five (45) days. This memorandum serves as the requested progress report.

The LRO has completed research regarding the Petition and will present the completed legislative analysis to the OBC within the sixty (60) day timeframe as directed.



Legislative Operating Committee  
November 1, 2017

# Landlord-Tenant Amendments

<b>Submission Date:</b> 12/21/16	<b>Public Meeting:</b> 6/5/17 and 10/19/17
<b>LOC Sponsor:</b> David P. Jordan	<b>Emergency Enacted:</b> 01/25/17 <b>Emergency Extended:</b> 07/26/17 <b>Expires:</b> 01/26/18

**Summary:** *Emergency amendments are requested to allow Oneida Housing Authority's Rent-to-Own program to fit within the confines of the Law. Currently, the Law applies to rental agreements which are contracts where the tenant is granted the right to use or occupy the premises for a residential purpose for one year or less. Amendments will revise the definition of "rental agreement" to allow for longer than one year when the contract is on a rent-to-own basis.*

**12/21/16 LOC:** Motion by David P. Jordan to add the Landlord-Tenant Law Emergency Amendments to the Active Files list with David Jordan as the sponsor; seconded by Fawn Billie. Motion carried unanimously.

**1/18/17 LOC:** Motion by Jennifer Webster to approve the emergency amendments adoption packet and forward the Landlord-Tenant Emergency Amendments to the Oneida Business Committee for consideration; seconded by David P. Jordan. Motion carried unanimously.

**1/25/17 OBC:** OBC adopts Landlord-Tenant Law Emergency Amendments through BC-01-25-17-C.

**2/1/17 LOC:** Motion by Jennifer Webster to direct the Finance Department to complete a fiscal impact statement by February 15, 2017 and to approve the public meeting packet, including the fiscal impact statement when completed, and forward the Landlord-Tenant law amendments to a public meeting to be held on March 2, 2017; seconded by Tehassi Hill. Motion carried unanimously.

**3/1/17 LOC:** Motion by Tehassi Hill to accept the February 22, 2017 e-poll which cancelled the March 2, 2017 Landlord-Tenant Public Meeting into the record; seconded by Fawn Billie. Motion carried unanimously.

**4/19/17 LOC:** Motion by Jennifer Webster to accept the Landlord-Tenant permanent amendments draft and request a legislative analysis due back May 3, 2017; seconded by Fawn Billie. Motion carried unanimously.

**5/3/17 LOC:** Motion by Tehassi Hill to approve the public meeting packet and forward the Landlord-Tenant permanent amendments to a public meeting to be held on June 5, 2017 and to forward to the Finance Department for a fiscal analysis due back to the Legislative Reference Office on June 2, 2017; seconded by Fawn Billie. Motion carried unanimously.

- 6/5/17:** Public Meeting held.
- 6/21/17 LOC:** Motion by David P. Jordan to accept the public meeting comments and memorandum and forward the Landlord-Tenant amendments adoption packet to the Oneida Business Committee for consideration; seconded by Fawn Billie. Motion carried unanimously.
- 6/28/17 OBC:** Motion by Brandon Stevens to adopt resolution Landlord-Tenant (Law) Amendments, seconded by Fawn Billie. Motion withdrawn.  
Motion by Lisa Summers to defer the resolution entitled Landlord-Tenant (Law) Amendments to the next Business Committee work meeting, seconded by Jennifer Webster. Motion carried unanimously.
- 7/19/17 LOC:** Motion by David P. Jordan to approve the emergency amendments extension adoption packet and forward the Landlord-Tenant Emergency Amendments Extension Resolution to the Oneida Business Committee for their consideration; seconded by Jennifer Webster. Motion carried unanimously.
- Noted for the record: This item extends the existing adoption of emergency amendments for an additional six months.*
- 7/26/17 OBC:** Motion by Brandon Stevens to adopt resolution # 07-26-17-I Landlord-Tenant Emergency Amendments, seconded by David Jordan. Motion carried unanimously.
- 8/04/17:** OBC Work Meeting Held. Present: Treasurer Trish King, Councilmembers Fawn Billie, Tehassi Hill, David Jordan, and Brandon Stevens. Others Present: Danelle Wilson, Ernie Stevens, Krystal John, Jennifer Falck, Daniel Guzman, Cathy Bachhuber
- Adopt resolution entitled Landlord-Tenant (Law) Amendments.** The BC supported two policy amendments regarding surviving non-members: (1) A surviving non-member can stay in the rent to own program and convey to an Oneida child(ren) or convert the agreement to a rental unit as long as there is an Oneida child in the home; and (2) A surviving non-member may have up to six months from the date of a death or the remainder of the existing lease (maximum of 12 months), whichever is longer before being required to vacate.
- 9/6/17 LOC:** Motion by Ernie Stevens III to add Landlord-Tenant Law Amendment to the active files list with David P. Jordan as the sponsor; seconded by Jennifer Webster. Motion carried unanimously.
- 9/6/17:** *Work Meeting.* Present: Jenny Webster, Clorissa Santiago, Candice Skenandore, David P. Jordan, Maureen Perkins, Ernest Stevens III, and Tani Turner. The group agreed to 1) to update the draft based on decisions made in August in a BC work meeting, 2) update the legislative analysis, and 3) bring a public meeting packet for approval to the 9/20/217 LOC meeting.
- 9/20/17 LOC:** Motion by Jennifer Webster to approve the Landlord Tenant Amendments public meeting packet and direct the LRO to hold a public meeting on October 19, 2017 and request the Finance Department to submit a fiscal

analysis to the LRO by October 18, 2017; seconded by Daniel Guzman King.  
Motioned carried unanimously.

**10/19/17:** Public Meeting held.

**Next Steps:**

- Approve the public meeting comment review memo.
- Approve the public meeting packet and forward to the OBC for consideration.

1 **Title 6. Property and Land- Chapter 611**

2 **LANDLORD-TENANT**

3 **Tsi' Yuhwatsyawá'ku Aolihwá'ke**

4 *where it bound to the earth - issues*

5

6	611.1.	Purpose and Policy	11	611.6.	Rights and Duties of Landlords and Tenants
7	611.2.	Adoption, Amendment, Repeal	12	611.7.	Domestic Abuse Protections
8	611.3.	Definitions	13	611.8.	Sex Offender Registry
9	611.4.	Rental Programs	14	611.9.	Termination of Tenancy at Death of Tenant
10	611.5.	Rental Agreement Documents	15	611.10.	Landlord or Tenant Actions

17

---

18

19 **611.1. Purpose and Policy**

20 611.1-1. *Purpose.* The purpose of this law is to provide mechanisms for protecting the rights  
21 of the landlords and tenants of the Nation's rental programs.

22 611.1-2. *Policy.* It is the Nation's policy to provide a fair process to all landlords and tenants  
23 of the Nation's rental programs that preserves the peace, harmony, safety, health, general welfare  
24 and the Nation's resources.

25

26 **611.2. Adoption, Amendment, Repeal**

27 611.2-1. This law was adopted by the Oneida Business Committee by resolution BC-10-12-16-  
28 C and thereafter amended by resolution \_\_\_\_\_.

29 611.2-2. This law may be amended or repealed by the Oneida Business Committee and/or the  
30 Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures  
31 Act.

32 611.2-3. Should a provision of this law or the application thereof to any person or  
33 circumstances be held as invalid, such invalidity shall not affect other provisions of this law  
34 which are considered to have legal force without the invalid portions.

35 611.2-4. In the event of a conflict between a provision of this law and a provision of another  
36 law, the provisions of this law shall control.

37 611.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

38

39 **611.3. Definitions**

40 611.3-1. This section shall govern the definitions of words and phrases as used herein. All  
41 words not defined herein shall be used in their ordinary and everyday sense.

42 (a) "Comprehensive Housing Division" ~~means the entity responsible for housing matters~~  
43 ~~specifically related to rental agreements as defined by Oneida Business Committee~~  
44 ~~Resolution.~~<sup>+</sup>

45 means the division within the Nation under the direction of the Comprehensive Housing  
46 Division Director which consists of all residential services offered by the Nation.

---

<sup>+</sup> ~~See BC Resolution 10-12-16-D providing that for purposes of this law, the Comprehensive~~  
~~Housing Division means the Division of Land Management for general rental agreements, the Oneida Housing~~  
~~Authority for income based rental agreements and Elder Services for rental agreements through the Elder Services~~  
~~program.~~

47 | including but not limited to, all rental programs, the rent-to-own program, and the  
48 | residential sales and mortgages programs.

49 (b) “Landlord” means the Nation in its capacity to rent real property subject to a rental  
50 agreement.

51 (c) “Nation” means the Oneida Nation.

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

55 (e) “Rental Agreement” means a written contract between a landlord and a tenant,  
56 whereby the tenant is granted the right to use or occupy the premises for a residential  
57 purpose for one (1) year or less, provided that the term may be longer than one (1) year in  
58 circumstances where the contract is on a rent-to-own basis.

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

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

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

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

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

73  
74 **611.4. Rental Programs**

75 611.4-1. *Available Rental Programs.* Consistent with available funds, the Comprehensive  
76 Housing Division shall provide residential rental programs for providing housing to the  
77 following types of tenants and the Oneida Land Commission and the Comprehensive Housing  
78 Division shall jointly establish rules naming said programs and providing the specific  
79 requirements and regulations that apply to each program:

80 (a) Elder tribal members;

81 (b) Low-income Oneida tribal members and families; and

82 (c) Tribal members in general.

83 611.4-2. *Minimum Rental Eligibility Requirements.* In order to be eligible for a rental  
84 agreement, applicants shall meet the following conditions:

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

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

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

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

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

94 (f) Meet any other eligibility requirements set by the rental program’s rules, which may  
95 not be less strict than this law, but may be stricter than this law, provided that rules  
96 developed for low-income Tribal members and families:

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

99 (2) May contain eligibility requirements that consider debt owed to utility  
100 providers, provided that eligibility may not be denied for any debt owed to a  
101 utility provider with a past due balance of less than two hundred dollars (\$200).

102 611.4-3. *Tenant Selection.* The Land Commission and the Comprehensive Housing Division  
103 shall jointly develop rules governing the selection of applicants for the issuance of rental  
104 agreements.

105  
106 **611.5. Rental Agreement Documents**

107 611.5-1. *Severability of Rental Agreement Provisions.* The provisions of a rental agreement  
108 are severable. If any provision of a rental agreement is void or unenforceable by reason of any  
109 law, rule, regulation, or judicial order, the invalidity or unenforceability of that provision does  
110 not affect other provisions of the rental agreement that can be given effect without the invalid or  
111 unenforceable provision.

112 611.5-2. *Requirements of Rental Agreements and Terminations.* A rental agreement or  
113 termination of a rental agreement is not enforceable unless it meets the requirements of this law  
114 and is in writing.

115 (a) All rental agreements shall:

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

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

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

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

122 (5) State that nothing in the agreement may be considered a waiver of the  
123 Nation’s sovereign immunity, provided that tenants may seek enforcement of a  
124 rental agreement or dispute an action taken pursuant to a rental agreement with  
125 the Oneida Judiciary; and

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

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

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

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

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

139 (A) Increase rent;

140 (B) Decrease services;

- 141 (C) Bring an action for eviction pursuant to the Eviction and Termination  
142 law; and/or  
143 (D) Refuse to renew a rental agreement.
- 144 (2) Except as otherwise provided in this law in regards to domestic abuse,  
145 authorizes the eviction or exclusion of a tenant from the premises other than  
146 through the process described in the Eviction and Termination law.
- 147 (3) Requires the tenant to pay attorney’s fees or costs incurred by the landlord in  
148 any legal action or dispute arising under the rental agreement except as supported  
149 by a court order.
- 150 (4) States that the landlord is not liable for property damage or personal injury  
151 caused by negligent acts or omissions of the landlord. This subsection does not  
152 affect ordinary maintenance obligations of a tenant under 611.6-3(b) or assumed  
153 by a tenant under a rental agreement or other written agreement between the  
154 landlord and the tenant.
- 155 (5) Imposes liability on the tenant for any of the following:  
156 (A) Personal injury arising from causes clearly beyond the tenant’s control.  
157 (B) Property damage caused by natural disasters or by persons other than  
158 the tenant or the tenant’s guests or invitees. This subsection does not  
159 affect ordinary maintenance obligations of a tenant under 611.6-3(b) or  
160 assumed by a tenant under a rental agreement or other written agreement  
161 between the landlord and the tenant.
- 162 (6) Waives any obligation on the part of the landlord to deliver the premises in a  
163 fit and habitable condition or to maintain the premises during the tenant’s  
164 tenancy.
- 165 (7) Allows for periodic tenancy, which for the purposes of this section means  
166 when a tenant uses/occupies a premises without an effective and valid rental  
167 agreement by paying rent on a periodic basis including, but not limited to, day-to-  
168 day, week-to-week and month-to-month.

169 611.5-3. *Assignment of Rental Agreements Not Permitted.* Assignments of rental agreements  
170 are not permitted under any circumstances.

171  
172 **611.6. Rights and Duties of Landlords and Tenants**

173 611.6-1. This section governs the rights and duties of the landlord and tenant in the absence of  
174 any inconsistent provision found in a valid rental agreement.

175 611.6-2. *Disposition of Personal Property Left by the Tenant.* If the tenant moves from or is  
176 evicted from the premises and leaves personal property, the landlord may presume that the tenant  
177 has abandoned the personal property and may dispose of said property in any manner that the  
178 landlord, in his or her sole discretion, determines is appropriate, provided that:

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

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

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

187 611.6-3. *Repairs; Untenability.* This section applies to all leases if there is no contrary  
188 provision in writing signed by both parties.

189 (a) *Duties of the Landlord.*

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

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

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

198 (C) Make all necessary structural repairs.

199 (D) Except as provided in section 611.6-3(b)(2), repair or replace any  
200 plumbing, electrical wiring, machinery, or equipment furnished with the  
201 premises and no longer in reasonable working condition.

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

204 (2) If the premises are part of a building where other parts are occupied by one (1)  
205 or more other tenants, negligence or improper use by one (1) tenant does not  
206 relieve the landlord from the landlord’s duty to make repairs as provided in 611.6-  
207 3(a)(1), provided that the landlord may require the responsible tenant to pay for  
208 such repairs.

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

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

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

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

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

220 (4) If the premises are damaged by fire, water or other casualty, not the result of  
221 the negligence or intentional act of the landlord, this subsection is inapplicable  
222 and either section 611.6-3(b) or (c) governs.

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

227 (b) *Duties of the Tenant.*

228 (1) If the premises are damaged, including by an infestation of insects or other  
229 pests, due to the acts or inaction of the tenant, the landlord may elect to allow the  
230 tenant to remediate or repair the damage and restore the appearance of the  
231 premises by redecorating. However, the landlord may elect to undertake the  
232 remediation, repair, or redecoration, and in such case the tenant shall reimburse

233 the landlord for the reasonable cost thereof; the cost to the landlord is presumed  
234 reasonable unless proven otherwise by the tenant.

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

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

238 (c) *Untenability.* If the premises become untenable because of damage by fire, water or  
239 other casualty or because of any condition hazardous to health, or if there is a substantial  
240 violation of section 611.6-3(a) materially affecting the health or safety of the tenant, the  
241 tenant may move from the premises unless the landlord promptly repairs, rebuilds or  
242 eliminates the health hazard or the substantial violation of 611.6-3(a) materially affecting  
243 the health or safety of the tenant.

244 (1) The tenant may also move and terminate the rental agreement if the  
245 inconvenience to the tenant by reason of the nature and period of repair,  
246 rebuilding or elimination would impose undue hardship on the tenant.

247 (2) If the tenant remains in possession, the landlord shall decrease rent for each  
248 month to the extent the tenant is deprived of the full normal use of the premises.  
249 The Land Commission and the Comprehensive Housing Division shall jointly  
250 develop rules governing how and when rent is decreased pursuant to this section.

251 This subsection does not authorize rent to be withheld in full, if the tenant remains  
252 in possession.

253 (3) If the tenant justifiably moves out under this subsection, the tenant is not  
254 liable for rent after the premises become untenable and the landlord shall repay  
255 any rent paid in advance apportioned to the period after the premises become  
256 untenable. This subsection is inapplicable if the damage or condition is caused by  
257 negligence or improper use by the tenant.

258 (d) *Check-in sheet.* Landlords shall provide all new tenants with a check-in sheet when  
259 the tenant commences his or her occupancy of the premises that the tenant may use to  
260 make comments, if any, about the condition of the premises. The landlord shall provide  
261 the tenant with seven (7) days from the date the tenant commences his or her occupancy  
262 to complete the check-in sheet and return it to the landlord. The landlord is not required  
263 to provide the check-in sheet to a tenant upon renewal of a rental agreement.

264 (e) *Notice to Enter Required.* The landlord shall provide twenty-four (24) hour written  
265 notice prior to entering the tenant's premises where notice is required to either be  
266 personally served to the tenant or posted on the premises. A landlord is exempt from this  
267 notice requirement in the case of an emergency welfare check. The basis of a welfare  
268 check may include, but is not limited to the following:

269 (1) The landlord believes the tenant's or a child's wellbeing may be in jeopardy  
270 based on reports of child abuse or neglect, medical concerns, suspicious activity  
271 or other reported information;

272 (2) The landlord suspects the tenant has abandoned the premises; and/or

273 (3) The landlord receives notice that the premise's utilities have been  
274 disconnected.

275 (f) *Acts of tenant not to affect rights of landlord.* No act of a tenant in acknowledging as  
276 landlord a person other than the tenant's original landlord can prejudice the right of the  
277 original landlord to possession of the premises.

278 (g) *Annual Inspection Required.* In the event the tenant renews the rental agreement for  
279 additional terms, the landlord shall, at a minimum, inspect the premises once annually.

280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326

**611.7. Domestic Abuse Protections**

611.7-1. 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 tenant from a co-tenant;
- (c) An injunction order under Wis. Stat. 813.125(4) protecting the tenant or child of the 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 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 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.

611.7-2. 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.

611.7-3. 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.

**611.8. Sex Offender Registry**

611.8-1. 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 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.

**611.9. Termination of Tenancy at Death of Tenant**

611.9-1. If a tenant dies, his or her tenancy is terminated ~~on the earlier of the following~~ as follows:

- (a) Sixty (60) days ~~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;

327 (1) Six (6) months after the landlord receives notice, is advised, or otherwise  
328 becomes aware of the tenant's death; provided that any extension beyond the  
329 original term of the agreement requires an amendment or limited term rental  
330 agreement which covers the term of the extension; or

331 (b2) The expiration of the term of the rental agreement.

332 611.9-2. The deceased tenant or his or her estate is not liable for any rent after the termination  
333 of his or her tenancy. A landlord may not contact or communicate with a member of the  
334 deceased tenant's family for the purpose of obtaining from the family member rent for which the  
335 family member has no liability except that if adult household members remain in the rental unit  
336 following the deceased tenant's death in accordance with section 611.9-1 or 611.9-4, an adult  
337 household member shall assume the tenancy responsibilities pursuant to the rental agreement.

338 611.9-3. Nothing in this section relieves another adult tenant of the deceased tenant's premises  
339 from any obligation under a rental agreement or any other liability to the landlord.

340 611.9-4. If the deceased tenant is a Tribal member whose death renders a co-tenant no longer  
341 eligible for a rental agreement based on Tribal member status, the non-Tribal member tenant  
342 may remain in the premises as follows:

343 (a) If subject to a standard rental agreement (i.e. ~~not on a rent-to-own basis~~), ~~the non-~~  
344 ~~Tribal member tenant may remain in the premises for the longer of either the duration of~~  
345 ~~the rental agreement or six (6) months from the date of the Tribal member tenant's death.~~  
346 ~~Any extension beyond the original term of the agreement requires an amendment or~~  
347 ~~limited term rental agreement which covers the term of the extension.~~ not on a rent-to-  
348 own basis), see section 611.9-1(b) above.

349 (b) If the rental agreement was on a rent-to-own basis, the remaining non-Tribal member  
350 tenant may remain in the premises for a maximum of six (6) months from the date of the  
351 Tribal member tenant's death unless the non-Tribal member tenant has a child that is a  
352 Tribal member. In the event the non-Tribal member tenant has a Tribal member child,  
353 the non-Tribal member tenant may remain in the premises under the rent-to-own  
354 agreement so long as the non-Tribal member tenant either transfer the premises and the  
355 rent-to-own agreement to an adult Tribal member child who agrees to live in the premises  
356 or signs an agreement indicating that the premises and the rent-to-own agreement shall be  
357 transferred to a minor Tribal member child when the child is eighteen (18) years old.  
358 Should the non-Tribal member tenant be eligible for conveyance of the premises prior to  
359 the Tribal member child's eighteenth (18<sup>th</sup>) birthday, the rent-to-own agreement shall be  
360 extended at no additional cost to the tenant and conveyance postponed until the Tribal  
361 member child reaches eighteen (18) years of age and the rent-to-own agreement is  
362 transferred to the child.

363 (1) In the event the non-Tribal member tenant either has no children living in the  
364 premises that are Tribal members or declines to enter the agreement  
365 transferring the rent-to-own agreement to a Tribal member child, the rent-to-own  
366 agreement shall be terminated upon the tenant's ineligibility to remain in the rent-  
367 to-own program and a limited term rental agreement shall be executed.

368 (2) Where a landlord is so terminating a rental agreement entered on a rent-to-  
369 own basis, the landlord shall pay the remaining co-tenant all equity the tenants  
370 may have accrued in accordance with the rental agreement.

371  
372 **611.10. Landlord or Tenant Actions**  
373 611.10-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding  
374 actions taken pursuant to this law and/or a rental agreement.  
375 611.10-2. No administrative hearing body, including a board, committee or commission, is  
376 authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental  
377 agreement.  
378 611.10-3. The landlord is the Comprehensive Housing Division in regards to taking actions  
379 authorized under this law and complaints filed with the Oneida Judiciary shall name the  
380 Comprehensive Housing Division and the specific program.

381  
382 *End.*

---

384 Adopted – BC-10-12-16-C  
385 Emergency Amended – BC-01-25-17-C  
386 Emergency Extension – BC-07-26-17-I



TO: Legislative Operating Committee (LOC)  
FROM: Krystal John, Staff Attorney, Oneida Law Office  
DATE: November 1, 2017  
RE: Landlord-Tenant (Law) Amendments: Public Meeting Comment Review

---

On October 19, 2017 a public meeting was held regarding the Conflict of Interest Amendments. There were no oral or written comments received during the public meeting on October 19, 2017, or during the public meeting comment period ending on October 26, 2017; therefore there was no additional legislative review or response required based on the public meeting and the Legislative Procedures Act.



TO: Oneida Business Committee  
FROM: David P. Jordan, LOC Chairperson  
DATE: November 8, 2017  
RE: Landlord-Tenant Law Amendments

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

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

#### *Overview*

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

- Include rent-to-own agreements in the definition of rental agreements by allowing them to extend beyond 1 year terms when entered on a rent-to-own basis [see 611.3-1(e)];
- Include additional limitations on minimum rental eligibility requirements for the income-based rental program which do not allow consideration of prior evictions from landlords outside the Nation or debt owed except for past due utility debts in excess of \$200; and
- Amend the provisions related to what process should be followed when a tenant passes away, both when there are no other household members and when the tenant leaves behind household members that have a continuing housing need.

In accordance with the Legislative Procedures Act, a public meeting was held regarding this law on June 5, 2017 with a comment period closing on June 12, 2017. Those comments were considered by the Legislative Operating Committee (LOC) at a June 15, 2017 LOC work meeting and were thereafter formally accepted on the record at the June 21, 2017 LOC meeting. An additional public meeting was held on October 19, 2017 with a comment period closing on October 26, 2017. There were no comments, oral or written, submitted for the second public meeting. This Law will become effective ten business days after the date of adoption of the resolution as identified in section 109.9-3 of the Legislative Procedures Act. The anticipated effective date will be Monday, November 27, 2017.

#### **Requested Action**

Approve the Resolution: Landlord-Tenant (Law) Amendments

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

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

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

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

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

13 **WHEREAS**, following adoption, the Oneida Business Committee adopted emergency  
14 amendments to the Landlord-Tenant law through resolution BC-01-25-17-C and  
15 extended those emergency amendments through resolution 07-26-17-I which  
16 revised the definition of rental agreement to include the rent-to-own agreements  
17 currently offered through the Oneida Housing Authority which may last longer  
18 than one (1) year; and

19 **WHEREAS**, as part of the process required by the Legislative Procedures Act to make such  
20 emergency amendments effective on a permanent basis, it was determined that  
21 additional amendments were necessary to:

- 22 - Include additional limitations on minimum rental eligibility  
23 requirements for the income-based rental program which do not allow  
24 consideration of prior evictions from landlords outside the Nation or  
25 debt owed except for past due utility debts in excess of \$200; and  
26 - Amend the provisions related what process should be followed when a  
27 tenant passes away, both when there are no other household members  
28 and when the tenant leaves behind household members that have a  
29 continuing housing need.

30 **WHEREAS**, a public meeting on the proposed Amendments was held on October 19, 2017 in  
31 accordance with the Legislative Procedures Act; and

32 **NOW THEREFORE BE IT RESOLVED**, that the amendments to the Landlord-Tenant law  
33 are hereby adopted and shall become effective on November 27, 2017 in accordance with the  
34 Legislative Procedures Act.

35



**Statement of Effect**  
*Landlord-Tenant (Law) Amendments*

**Summary**

This Resolution adopts Amendments to the Landlord-Tenant Law (the “Law”) which permanently adopt prior emergency amendments which included the Oneida Housing Authority’s (OHA’s) rent-to-own program in the definition of rental agreement and also include the following two other revisions to:

- 1) Include additional limitations on minimum rental eligibility requirements for the income-based rental program which do not allow consideration of prior evictions from landlords outside the Nation or debt owed except for past due utility debts in excess of \$200; and
- 2) Amend the provisions related what process should be followed when a tenant passes away, both when there are no other household members and when the tenant leaves behind household members that have a continuing housing need.

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

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

This Law was originally adopted by Resolution BC-10-12-16-C. Thereafter, emergency amendments were adopted to include the income based rental program’s rent-to-own program within the Law’s definition of rental agreement. The emergency amendments were necessary because as written the Law applied to rental agreements that are defined as, “a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose for one (1) year or less.” The rental agreements in the Law were limited to one (1) year terms to fortify the policy requiring annual renewals of rental agreements and to avoid month-to-month tenancies.

After the adoption of the Law it was discovered that income-based rental program’s rent-to-own program does not fall into the definition of rental agreements provided in the Law because the rental agreement for the rent-to-own program generally has a longer term, usually fifteen (15) years, with conveyance of the home at the satisfaction of the rental agreement.

The emergency amendment to the Law maintains the polices the Law sets forth while including the income-based rental program’s rent-to-own program by revising the definition of “rental agreement” to state, “a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose for one (1) year or less, provided that the term may be longer than one (1) year in circumstances where the contract is on

a rent to own basis.” These amendments adopt the emergency amendments on a permanent basis as required by the Legislative Procedures Act.

In addition to adopting the emergency amendments on a permanent basis, these Amendments also:

- 1) Include additional limitations on minimum rental eligibility requirements for the income-based rental program which do not allow consideration of prior evictions from landlords outside the Nation or debt owed except for past due utility debts in excess of \$200; and
- 2) Amend the provisions related what process should be followed when a tenant passes away, both when there are no other household members and when the tenant leaves behind household members that have a continuing housing need.

The limitation as to what may be considered as part of applicant eligibility was added at the direction of resolution BC-03-27-17-C entitled *Repeal of Resolution BC-12-23-09-A, Oneida Housing Authority Admissions and Occupancy Policy*. In that resolution, the Oneida Business Committee repealed an existing resolution which prohibited any prior evictions or rent and utility related debts from being considered as part of eligibility for applicants to the low-income rental program and required that minimum limitation be included in the law to safeguard future tenants from any revisions that may be proposed in future rules. Specifically, the resolution stated:

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the Legislative Operating Committee is hereby directed to amend the Landlord-Tenant law to include the following restrictions on the rules governing the income-based rental program:

1. The rules may not contain eligibility requirements that consider debt owed or evictions from entities other than the Comprehensive Housing Division; and
2. The rules may contain eligibility requirements that consider debt owed to utility providers, but may not deny eligibility for any past due debt owed to a utility provider with a balance of less than two hundred dollars (\$200).

Accordingly, the limitation as to eligibility requirements included in these Amendments is required action and satisfies the LOC’s responsibility pursuant to resolution BC-03-27-17-C.

Lastly, the revision to amend the provisions related what process should be followed when a tenant passes away, both when there are no other household members and when the tenant leaves behind household members that have a continuing housing need provide the community with additional needed clarity and extend the permissible continuation of tenancy following death from sixty (60) days to six (6) months. The amendments also add to the Law the income-based rent-to-own program’s current practice of paying out any accrued equity in the event of the termination of a rent-to-own agreement.

A public meeting was held for these amendments on October 19, 2017 for which the comment period expired on October 26, 2017 in accordance with the Legislative Procedures Act.

### *Conclusion*

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



# Landlord-Tenant Permanent Amendments Legislative Analysis

## SECTION 1. BACKGROUND

REQUESTER: Krystal L. John	SPONSOR: David P. Jordan	DRAFTER: Krystal L. John	ANALYST: Maureen Perkins
<b>Intent of Proposed Amendments</b>	The current amendments are proposed by the Oneida Law Office in consultation with the Oneida Housing Authority in order to ensure the rent-to-own rental agreements are covered by the law. A provision was added regarding non-Tribal tenants in rent-to-own agreements when the qualified Oneida tenant becomes deceased. Additionally minimum eligibility requirements were added under the proposed amendments as directed by Oneida Business Committee Resolution 3-22-17-C.		
<b>Purpose of the Law</b>	To provide mechanisms for protecting the rights of the landlords and tenants within the reservation <i>[see 611.1-1]</i> .		
<b>Affected Entities</b>	Comprehensive Housing Division, Land Commission, Oneida Tribal members, their spouses and occupants who rent and occupy premises under this law.		
<b>Affected Legislation</b>	Eviction and Termination, Administrative Rulemaking, Building Code, Zoning and Shoreline Protection Ordinance, Pardon and Forgiveness, and Real Property		
<b>Enforcement/Due Process</b>	The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions taken pursuant to this law and/or a rental agreement <i>[see 611.10-1]</i> .		
<b>Public Meeting</b>	A public meeting was held 06/05/17 and 10/19/17.		

## SECTION 2. LEGISLATIVE DEVELOPMENT

- A. The current amendments permanently adopt the emergency amendments adopted by resolution 1-25-17-C and BC-07-26-17-I to clarify the current law to specifically allow rent-to-own rental agreements to last longer than one year *[see 611.3-1(e)]*.
- B. Additional amendments were included as detailed below.

## SECTION 3. CONSULTATION

- A. The Oneida Housing Authority and the Oneida Law Office recognized that the current law does not cover the rent-to-own programs because these are rental agreements that last longer than one year.
- B. The OBC has decided that it is in the best interest of Oneida families to ensure that any current or future rules developed to govern the income based rental program do not consider debt owed or evictions from entities other than the Comprehensive Housing Division or past due utility accounts of less than \$200 as part of the selection criteria. This is a policy decision of the OBC.
- C. The OBC also decided that non-Tribal members in rent-to-own agreements have the option to stay in the agreement if they sign an agreement indicating the premises and the rent-to-own agreement will be transferred to their child who is an enrolled Tribal member upon turning 18 or immediately to an adult child if the qualified Tribal member tenant becomes deceased.
- D. These changes do not require additional research.

## SECTION 4. PROCESS

- 21 A. This amendment to the law permanently adopts the emergency amendment adopted by resolutions  
22 BC-1-25-17-C and BC-07-26-17-I and includes additional provisions directed by the OBC. This is  
23 the correct legislative process.
- 24 C. The emergency amendments were added to the Active Files List on December 21, 2016, and were  
25 adopted by resolution BC-1-25-17-C and adopted by emergency extension by resolution BC-07-26-  
26 17-I and expire 01-26-18.
- 27 D. The current amendments permanently adopt the emergency amendments and include the additional  
28 provision related to the minimum eligibility requirements [*see 611.4-2(f)(1) and (2)*], prior evictions  
29 and debt owed from outside the Nation are not considered other than past due utility bills in excess of  
30 \$200 [*see 611.4-2 (f) (1) and (2)*] and provisions related to non-Tribal member tenants that have the  
31 option to remain in the rent-to-own agreement if they have a child who is a Tribal member and agree  
32 to convey the property to the child upon turning 18 or immediately transfer the premises and the rent-  
33 to-own agreement to an adult child who is a Tribal member if the qualifying Tribal member becomes  
34 deceased prior to completing the rent-to-own agreement [*see 611.9-4(b)*]. A public meeting was held  
35 6/5/17 and an additional public meeting is proposed for 10/19/2017.
- 36

## 37 **SECTION 5. CONTENTS OF THE PROPOSED AMENDMENTS**

- 38 A. The term for Comprehensive Housing Division was updated to reflect the new term for the entity  
39 responsible under this law. The Comprehensive Housing Division was adopted by resolution BC-9-  
40 27-17-H and means the division within the Nation under the direction of the Comprehensive Housing  
41 Division Director which consists of all residential services offered by the Nation, including but not  
42 limited to, all rental programs, the rent-to-own program, and the residential sales and mortgages  
43 programs [*see 611.3-1*].
- 44 B. The term for “rental agreements” is restricted to one year or less in the adopted Landlord-Tenant law.  
45 This definition excludes rent-to-own contracts which are longer than one (1) year. The amendment  
46 ensures rent to own contracts are covered by the definition of rental agreements by expanding the  
47 definition to include rent to own contracts which are for terms longer than one year [*see 611.3-1(e)*].
- 48 B. A definition for Tribal member was added to the law [*see 611.3-1(i)*].
- 49 C. Minimum rental eligibility requirements were added relating to rules developed for the income-based  
50 rental program which prohibits considering debt owed to or evictions from entities other than the  
51 Comprehensive Housing Division but allows consideration of past due debt owed to utility providers  
52 over two hundred dollars (\$200) [*see 611.4-2 (f) (1) and (2)*].
- 53 D. If a deceased tenant was the only household member listed on the rental agreement, the tenancy is  
54 terminated immediately upon the death [*see 611.9-1(a)*].
- 55 E. If there were additional adults household members aside from the deceased tenant listed on the rental  
56 agreement, the adult household members will assume tenancy responsibilities under the rental  
57 agreement and can stay for six (6) months after the landlord receives notice of the tenant’s death and  
58 this requires an amendment or limited term rental agreement to cover the term of the extension [*see*  
59 *611.9-1(b)(1)*].
- 60 F. If adult household members remain in a rental unit following a deceased tenant’s death, the household  
61 member will assume the tenancy responsibilities according to the rental agreement [*see 611.9-2*].
- 62 G. If a deceased tenant was a Tribal member whose death results in a non-Tribal member tenant’s  
63 ineligibility for the rental agreement, the non-Tribal member tenant may remain in the premises:

- 64 • If a standard rental agreement (not a rent-to-own agreement), any extension beyond the  
65 original term of agreement requires an amendment or limited term rental agreement which  
66 covers the term of the extension may be for a maximum of 6 months [see 611.9-4(a)].
- 67 • If the rental agreement was on a rent-to-own basis and the non-Tribal member tenant has no  
68 Tribal member children, the non-Tribal member tenant may remain in the premises for a  
69 maximum of 6 months from the date of the Tribal member's death. In this case, the rent-to-  
70 own agreement will be terminated upon the tenant's ineligibility to remain in the rent-to-own  
71 agreement and a new rental agreement, which may be a limited term rental agreement, will be  
72 executed. The landlord will pay the remaining co-tenant all equity the tenants have accrued  
73 according to the rental agreement [see 611.9-4(b)].
- 74 • If the non-Tribal member tenant has a child who is a Tribal member living in the premises,  
75 the non-Tribal member tenant may remain in the rent-to-own agreement as long as they sign  
76 an agreement indicating that the premises and the rent-to-own agreement will be transferred  
77 to the Tribal member child upon turning 18. If the non-Tribal member tenant has an adult  
78 Tribal member child, the rent-to-own agreement may be immediately transferred to that child  
79 upon the qualifying Tribal member's death and upon the adult Tribal member agreeing to live  
80 in the premises [see 611.9-4(b)].
- 81 • If the non-Tribal member tenant either has no Tribal member children or declines to enter  
82 into the agreement transferring the rent-to-own agreement to the Tribal member child, the  
83 rent-to-own agreement will be terminated upon the tenant's ineligibility to remain in the rent-  
84 to-own program and a limited term rental agreement will be executed [see 611.9-4(b)(1)].
- 85 • Where a landlord is terminating a rent-to-own agreement, the landlord shall pay the  
86 remaining co-tenant all equity the tenants have accrued in accordance with the rental  
87 agreement [see 611.9-4(b)(2)].
- 88

## 89 **SECTION 6. EFFECTS ON EXISTING RIGHTS, PRIVILEGES, OR** 90 **OBLIGATIONS**

- 91 **A.** The proposed amendments will permanently ensure the Landlord-Tenant law covers existing rent-to-  
92 own rental agreements and future rent-to-own rental agreements and ensures Tribal members who  
93 enter into these rental agreements have the same due process and other rights as all other rental  
94 agreements under the Landlord-Tenant law.
- 95 **B.** The amendments ensure that prior evictions and debt from outside the Nation are not considered other  
96 than past due debt owed to a utility provider over two hundred dollars (\$200).
- 97 **C.** The amendments ensure that non-Tribal member co-tenants in rent-to-own rental agreements are paid  
98 the equity that has accumulated in the property due to the fact that they are no longer eligible to remain  
99 in the rental agreement. Additionally, the amendments allow non-Tribal member tenants to remain in  
100 a rent-to-own agreement when the qualifying Tribal member tenant dies if they agree to transfer the  
101 premises and the rent-to-own agreement to an adult Tribal member child or a minor Tribal member  
102 child upon turning 18 years of age.
- 103

## 104 **SECTION 7. OTHER CONSIDERATIONS**

- 105 **A.** The Landlord-Tenant law was adopted on October 12, 2016 and became effective on February 9,  
106 2017. The emergency amendments to the Landlord-Tenant law were adopted on January 25, 2017,

107 became effective February 9, 2017 and were extended through January 26, 2018. The current  
108 proposed amendments permanently adopt these emergency amendments and add the provisions  
109 related to debt owed, prior evictions and rental agreements related to non-Tribal member co-tenants  
110 who are no longer eligible for the rental agreement when the eligible Tribal member tenant dies.

111

112

113

114

**Title 6. Property and Land- Chapter 611**

**LANDLORD-TENANT**

**Tsi? Yuhwatsyawá'ku Aolihwá'ke**

*where it bound to the earth - issues*

6	611.1.	Purpose and Policy	11	611.6.	Rights and Duties of Landlords and Tenants
7	611.2.	Adoption, Amendment, Repeal	12	611.7.	Domestic Abuse Protections
8	611.3.	Definitions	13	611.8.	Sex Offender Registry
9	611.4.	Rental Programs	14	611.9.	Termination of Tenancy at Death of Tenant
10	611.5.	Rental Agreement Documents	15	611.10.	Landlord or Tenant Actions
			16		

**611.1. Purpose and Policy**

611.1-1. *Purpose.* The purpose of this law is to provide mechanisms for protecting the rights of the landlords and tenants of the Nation’s rental programs.

611.1-2. *Policy.* It is the Nation’s policy to provide a fair process to all landlords and tenants of the Nation’s rental programs that preserves the peace, harmony, safety, health, general welfare and the Nation’s resources.

**611.2. Adoption, Amendment, Repeal**

611.2-1. This law was adopted by the Oneida Business Committee by resolution BC-10-12-16-C- and thereafter amended by resolution.

611.2-2. This law may be amended or repealed by the Oneida Business Committee and/or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

611.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

611.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

611.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

**611.3. Definitions**

611.3-1. This section shall govern the definitions of words and phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

(a) “Comprehensive Housing Division” means the division within the 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.  
~~means the entity responsible for housing matters specifically related to rental agreements as defined by Oneida Business Committee Resolution.<sup>†</sup>~~

<sup>†</sup> See BC Resolution 10-12-16-D providing that for purposes of this law, the Comprehensive Housing Division means the Division of Land Management for general rental agreements, the Oneida Housing Authority for income based rental agreements and Elder Services for rental agreements through the Elder Services program.

- 48 (b) “Landlord” means the Nation in its capacity to rent real property subject to a rental  
49 agreement.
- 50 (c) “Nation” means the Oneida Nation.
- 51 (d) “Premises” means the property covered by a rental agreement, including not only the  
52 real property and fixtures, but also any personal property furnished by the landlord  
53 pursuant to a rental agreement.
- 54 (e) “Rental Agreement” means a written contract between a landlord and a tenant,  
55 whereby the tenant is granted the right to use or occupy the premises for a residential  
56 purpose for one (1) year or less, provided that the term may be longer than one (1) year in  
57 circumstances where the contract is on a rent-to-own basis.
- 58 (f) “Reservation” means all property within the exterior boundaries of the reservation of  
59 the Oneida Nation, as created pursuant to the 1838 Treaty with the Oneida 7 Stat. 566,  
60 and any lands added thereto pursuant to federal law.
- 61 (g) “Rule” means a set of requirements, including citation fees and penalty schedules,  
62 enacted jointly by the Land Commission and the Comprehensive Housing Division in  
63 accordance with the Administrative Rulemaking law based on authority delegated in this  
64 law in order to implement, interpret and/or enforce this law, provided that where such  
65 requirements relate solely to premises administered pursuant to federal funding, the  
66 Comprehensive Housing Division has sole authority.
- 67 (h) “Tenant” means the person granted the right to use or occupy a premises pursuant to a  
68 rental agreement.
- 69 (i) “Tribal member” means an individual who is an enrolled member of the Nation.
- 70 (j) “Security Deposit” means a payment made to the landlord by the tenant to ensure that  
71 rent will be paid and other responsibilities of the rental agreement performed.

#### 72 73 **611.4. Rental Programs**

74 611.4-1. *Available Rental Programs.* Consistent with available funds, the Comprehensive  
75 Housing Division shall provide residential rental programs for providing housing to the  
76 following types of tenants and the Oneida Land Commission and the Comprehensive Housing  
77 Division shall jointly establish rules naming said programs and providing the specific  
78 requirements and regulations that apply to each program:

- 79 (a) Elder tribal members;  
80 (b) Low-income Oneida tribal members and families; and  
81 (c) Tribal members in general.

82 611.4-2. *Minimum Rental Eligibility Requirements.* In order to be eligible for a rental  
83 agreement, applicants shall meet the following conditions:

- 84 (a) Be eighteen (18) years of age at the time of the application;  
85 (b) Have no felony or drug convictions within the past two (2) years from the date of  
86 application, provided that a pardon or forgiveness received pursuant to the Pardon and  
87 Forgiveness law may provide an exception to this condition;  
88 (c) Meet the local governments’ laws’ requirements regarding residency restrictions for  
89 convicted sex offenders;  
90 (d) Meet the income requirements for entering the rental agreement as determined by the  
91 rental program’s governing rules;  
92 (e) Not hold a residential lease with the Nation; and

93 (f) Meet any other eligibility requirements set by the rental program’s rules, which may  
94 not be less strict than this law, but may be stricter than this law, provided that rules  
95 developed for low-income Tribal members and families:

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

98 (2) May contain eligibility requirements that consider debt owed to utility  
99 providers, provided that eligibility may not be denied for any debt owed to a  
100 utility provider with a past due balance of less than two hundred dollars (\$200).

101 611.4-3. *Tenant Selection.* The Land Commission and the Comprehensive Housing Division  
102 shall jointly develop rules governing the selection of applicants for the issuance of rental  
103 agreements.

### 104 **611.5. Rental Agreement Documents**

105 611.5-1. *Severability of Rental Agreement Provisions.* The provisions of a rental agreement  
106 are severable. If any provision of a rental agreement is void or unenforceable by reason of any  
107 law, rule, regulation, or judicial order, the invalidity or unenforceability of that provision does  
108 not affect other provisions of the rental agreement that can be given effect without the invalid or  
109 unenforceable provision.

110 611.5-2. *Requirements of Rental Agreements and Terminations.* A rental agreement or  
111 termination of a rental agreement is not enforceable unless it meets the requirements of this law  
112 and is in writing.

113 (a) All rental agreements shall:

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

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

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

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

120 (5) State that nothing in the agreement may be considered a waiver of the  
121 Nation’s sovereign immunity, provided that tenants may seek enforcement of a  
122 rental agreement or dispute an action taken pursuant to a rental agreement with  
123 the Oneida Judiciary; and

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

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

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

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

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

137 (A) Increase rent;

138 (B) Decrease services;

- 140 (C) Bring an action for eviction pursuant to the Eviction and Termination  
141 law; and/or  
142 (D) Refuse to renew a rental agreement.
- 143 (2) Except as otherwise provided in this law in regards to domestic abuse,  
144 authorizes the eviction or exclusion of a tenant from the premises other than  
145 through the process described in the Eviction and Termination law.
- 146 (3) Requires the tenant to pay attorney's fees or costs incurred by the landlord in  
147 any legal action or dispute arising under the rental agreement except as supported  
148 by a court order.
- 149 (4) States that the landlord is not liable for property damage or personal injury  
150 caused by negligent acts or omissions of the landlord. This subsection does not  
151 affect ordinary maintenance obligations of a tenant under 611.6-3(b) or assumed  
152 by a tenant under a rental agreement or other written agreement between the  
153 landlord and the tenant.
- 154 (5) Imposes liability on the tenant for any of the following:  
155 (A) Personal injury arising from causes clearly beyond the tenant's control.  
156 (B) Property damage caused by natural disasters or by persons other than  
157 the tenant or the tenant's guests or invitees. This subsection does not  
158 affect ordinary maintenance obligations of a tenant under 611.6-3(b) or  
159 assumed by a tenant under a rental agreement or other written agreement  
160 between the landlord and the tenant.
- 161 (6) Waives any obligation on the part of the landlord to deliver the premises in a  
162 fit and habitable condition or to maintain the premises during the tenant's  
163 tenancy.
- 164 (7) Allows for periodic tenancy, which for the purposes of this section means  
165 when a tenant uses/occupies a premises without an effective and valid rental  
166 agreement by paying rent on a periodic basis including, but not limited to, day-to-  
167 day, week-to-week and month-to-month.

168 611.5-3. *Assignment of Rental Agreements Not Permitted.* Assignments of rental agreements  
169 are not permitted under any circumstances.  
170

### 171 **611.6. Rights and Duties of Landlords and Tenants**

172 611.6-1. This section governs the rights and duties of the landlord and tenant in the absence of  
173 any inconsistent provision found in a valid rental agreement.

174 611.6-2. *Disposition of Personal Property Left by the Tenant.* If the tenant moves from or is  
175 evicted from the premises and leaves personal property, the landlord may presume that the tenant  
176 has abandoned the personal property and may dispose of said property in any manner that the  
177 landlord, in his or her sole discretion, determines is appropriate, provided that:

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

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

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

186 611.6-3. *Repairs; Untenability.* This section applies to all leases if there is no contrary  
187 provision in writing signed by both parties.

188 (a) *Duties of the Landlord.*

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

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

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

197 (C) Make all necessary structural repairs.

198 (D) Except as provided in section 611.6-3(b)(2), repair or replace any  
199 plumbing, electrical wiring, machinery, or equipment furnished with the  
200 premises and no longer in reasonable working condition.

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

203 (2) If the premises are part of a building where other parts are occupied by one (1)  
204 or more other tenants, negligence or improper use by one (1) tenant does not  
205 relieve the landlord from the landlord's duty to make repairs as provided in 611.6-  
206 3(a)(1), provided that the landlord may require the responsible tenant to pay for  
207 such repairs.

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

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

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

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

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

219 (4) If the premises are damaged by fire, water or other casualty, not the result of  
220 the negligence or intentional act of the landlord, this subsection is inapplicable  
221 and either section 611.6-3(b) or (c) governs.

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

226 (b) *Duties of the Tenant.*

227 (1) If the premises are damaged, including by an infestation of insects or other  
228 pests, due to the acts or inaction of the tenant, the landlord may elect to allow the  
229 tenant to remediate or repair the damage and restore the appearance of the  
230 premises by redecorating. However, the landlord may elect to undertake the  
231 remediation, repair, or redecoration, and in such case the tenant shall reimburse

232 the landlord for the reasonable cost thereof; the cost to the landlord is presumed  
233 reasonable unless proven otherwise by the tenant.

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

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

237 (c) *Untenability.* If the premises become untenable because of damage by fire, water or  
238 other casualty or because of any condition hazardous to health, or if there is a substantial  
239 violation of section 611.6-3(a) materially affecting the health or safety of the tenant, the  
240 tenant may move from the premises unless the landlord promptly repairs, rebuilds or  
241 eliminates the health hazard or the substantial violation of 611.6-3(a) materially affecting  
242 the health or safety of the tenant.

243 (1) The tenant may also move and terminate the rental agreement if the  
244 inconvenience to the tenant by reason of the nature and period of repair,  
245 rebuilding or elimination would impose undue hardship on the tenant.

246 (2) If the tenant remains in possession, the landlord shall decrease rent for each  
247 month to the extent the tenant is deprived of the full normal use of the premises.  
248 The Land Commission and the Comprehensive Housing Division shall jointly  
249 develop rules governing how and when rent is decreased pursuant to this section.  
250 This subsection does not authorize rent to be withheld in full, if the tenant remains  
251 in possession.

252 (3) If the tenant justifiably moves out under this subsection, the tenant is not  
253 liable for rent after the premises become untenable and the landlord shall repay  
254 any rent paid in advance apportioned to the period after the premises become  
255 untenable. This subsection is inapplicable if the damage or condition is caused by  
256 negligence or improper use by the tenant.

257 (d) *Check-in sheet.* Landlords shall provide all new tenants with a check-in sheet when  
258 the tenant commences his or her occupancy of the premises that the tenant may use to  
259 make comments, if any, about the condition of the premises. The landlord shall provide  
260 the tenant with seven (7) days from the date the tenant commences his or her occupancy  
261 to complete the check-in sheet and return it to the landlord. The landlord is not required  
262 to provide the check-in sheet to a tenant upon renewal of a rental agreement.

263 (e) *Notice to Enter Required.* The landlord shall provide twenty-four (24) hour written  
264 notice prior to entering the tenant's premises where notice is required to either be  
265 personally served to the tenant or posted on the premises. A landlord is exempt from this  
266 notice requirement in the case of an emergency welfare check. The basis of a welfare  
267 check may include, but is not limited to the following:

268 (1) The landlord believes the tenant's or a child's wellbeing may be in jeopardy  
269 based on reports of child abuse or neglect, medical concerns, suspicious activity  
270 or other reported information;

271 (2) The landlord suspects the tenant has abandoned the premises; and/or

272 (3) The landlord receives notice that the premise's utilities have been  
273 disconnected.

274 (f) *Acts of tenant not to affect rights of landlord.* No act of a tenant in acknowledging as  
275 landlord a person other than the tenant's original landlord can prejudice the right of the  
276 original landlord to possession of the premises.

277 (g) *Annual Inspection Required.* In the event the tenant renews the rental agreement for  
278 additional terms, the landlord shall, at a minimum, inspect the premises once annually.

279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325

**611.7. Domestic Abuse Protections**

611.7-1. 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 tenant from a co-tenant;
- (c) An injunction order under Wis. Stat. 813.125(4) protecting the tenant or child of the 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 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 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.

611.7-2. 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.

611.7-3. 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.

**611.8. Sex Offender Registry**

611.8-1. 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 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.

**611.9. Termination of Tenancy at Death of Tenant**

611.9-1. If a tenant dies, his or her tenancy is terminated ~~on the earlier of the following~~ 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) ~~Sixty (60) days~~ 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

(b2) The expiration of the term of the rental agreement.

611.9-2. The deceased tenant or his or her estate is not liable for any rent after the termination of his or her 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 611.9-1 or 611.9-4, an adult household member shall assume the tenancy responsibilities pursuant to the rental agreement.

611.9-3. 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.

611.9-4. 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), the non-Tribal member tenant may remain in the premises for the longer of either the duration of the rental agreement or ninety (90) days from the date of the Tribal member tenant's death. If the latter applies, the landlord shall revise the rental agreement to extend its duration. see section 611.9-1(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 non-Tribal member tenant has 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 transfer the premises and the rent-to-own agreement to an adult Tribal member child who agrees to live in the premises or 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. Should the non-Tribal member tenant be eligible for conveyance of the premises prior to the Tribal member child's eighteenth (18<sup>th</sup>) 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.

(1) 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.

(2) Where a landlord is so terminating a rental agreement entered on a rent-to-own basis, the landlord shall pay the remaining co-tenant all equity the tenants may have accrued in accordance with the rental agreement.

#### **611.10. Landlord or Tenant Actions**

611.10-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions taken pursuant to this law and/or a rental agreement.

373 611.10-2. No administrative hearing body, including a board, committee or commission, is  
374 authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental  
375 agreement.

376 611.10-3. The landlord is the Comprehensive Housing Division in regards to taking actions  
377 authorized under this law and complaints filed with the Oneida Judiciary shall name the  
378 Comprehensive Housing Division and the specific program.

379  
380 *End.*

381

---

382 | Adopted – BC-10-12-16-C  
383 | [Emergency Amended – BC-01-25-17-C](#)  
384 | [Emergency Extension – BC-07-26-17-I](#)

**Title 6. Property and Land- Chapter 611**

**LANDLORD-TENANT**

**Tsi? Yuhwatsyawá'ku Aolihwá'ke**

*where it bound to the earth - issues*

6	611.1.	Purpose and Policy	11	611.6.	Rights and Duties of Landlords and Tenants
7	611.2.	Adoption, Amendment, Repeal	12	611.7.	Domestic Abuse Protections
8	611.3.	Definitions	13	611.8.	Sex Offender Registry
9	611.4.	Rental Programs	14	611.9.	Termination of Tenancy at Death of Tenant
10	611.5.	Rental Agreement Documents	15	611.10.	Landlord or Tenant Actions
17			16		

**611.1. Purpose and Policy**

611.1-1. *Purpose.* The purpose of this law is to provide mechanisms for protecting the rights of the landlords and tenants of the Nation's rental programs.

611.1-2. *Policy.* It is the Nation's policy to provide a fair process to all landlords and tenants of the Nation's rental programs that preserves the peace, harmony, safety, health, general welfare and the Nation's resources.

**611.2. Adoption, Amendment, Repeal**

611.2-1. This law was adopted by the Oneida Business Committee by resolution BC-10-12-16-C and thereafter amended by resolution \_\_\_\_\_.

611.2-2. This law may be amended or repealed by the Oneida Business Committee and/or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

611.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

611.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

611.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

**611.3. Definitions**

611.3-1. This section shall govern the definitions of words and phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

(a) "Comprehensive Housing Division" means the 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 the Nation in 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

54 purpose for one (1) year or less, provided that the term may be longer than one (1) year in  
55 circumstances where the contract is on a rent-to-own basis.

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

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

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

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

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

#### 70 71 **611.4. Rental Programs**

72 611.4-1. *Available Rental Programs.* Consistent with available funds, the Comprehensive  
73 Housing Division shall provide residential rental programs for providing housing to the  
74 following types of tenants and the Oneida Land Commission and the Comprehensive Housing  
75 Division shall jointly establish rules naming said programs and providing the specific  
76 requirements and regulations that apply to each program:

77 (a) Elder tribal members;

78 (b) Low-income Oneida tribal members and families; and

79 (c) Tribal members in general.

80 611.4-2. *Minimum Rental Eligibility Requirements.* In order to be eligible for a rental  
81 agreement, applicants shall meet the following conditions:

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

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

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

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

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

91 (f) Meet any other eligibility requirements set by the rental program’s rules, which may  
92 not be less strict than this law, but may be stricter than this law, provided that rules  
93 developed for low-income Tribal members and families:

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

96 (2) May contain eligibility requirements that consider debt owed to utility  
97 providers, provided that eligibility may not be denied for any debt owed to a  
98 utility provider with a past due balance of less than two hundred dollars (\$200).

99 611.4-3. *Tenant Selection.* The Land Commission and the Comprehensive Housing Division  
100 shall jointly develop rules governing the selection of applicants for the issuance of rental  
101 agreements.  
102

103 **611.5. Rental Agreement Documents**

104 611.5-1. *Severability of Rental Agreement Provisions.* The provisions of a rental agreement  
105 are severable. If any provision of a rental agreement is void or unenforceable by reason of any  
106 law, rule, regulation, or judicial order, the invalidity or unenforceability of that provision does  
107 not affect other provisions of the rental agreement that can be given effect without the invalid or  
108 unenforceable provision.

109 611.5-2. *Requirements of Rental Agreements and Terminations.* A rental agreement or  
110 termination of a rental agreement is not enforceable unless it meets the requirements of this law  
111 and is in writing.

112 (a) All rental agreements shall:

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

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

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

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

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

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

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

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

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

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

136 (A) Increase rent;

137 (B) Decrease services;

138 (C) Bring an action for eviction pursuant to the Eviction and Termination  
139 law; and/or

140 (D) Refuse to renew a rental agreement.

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

- 144 (3) Requires the tenant to pay attorney’s fees or costs incurred by the landlord in  
145 any legal action or dispute arising under the rental agreement except as supported  
146 by a court order.
- 147 (4) States that the landlord is not liable for property damage or personal injury  
148 caused by negligent acts or omissions of the landlord. This subsection does not  
149 affect ordinary maintenance obligations of a tenant under 611.6-3(b) or assumed  
150 by a tenant under a rental agreement or other written agreement between the  
151 landlord and the tenant.
- 152 (5) Imposes liability on the tenant for any of the following:
- 153 (A) Personal injury arising from causes clearly beyond the tenant’s control.
- 154 (B) Property damage caused by natural disasters or by persons other than  
155 the tenant or the tenant’s guests or invitees. This subsection does not  
156 affect ordinary maintenance obligations of a tenant under 611.6-3(b) or  
157 assumed by a tenant under a rental agreement or other written agreement  
158 between the landlord and the tenant.
- 159 (6) Waives any obligation on the part of the landlord to deliver the premises in a  
160 fit and habitable condition or to maintain the premises during the tenant’s  
161 tenancy.
- 162 (7) Allows for periodic tenancy, which for the purposes of this section means  
163 when a tenant uses/occupies a premises without an effective and valid rental  
164 agreement by paying rent on a periodic basis including, but not limited to, day-to-  
165 day, week-to-week and month-to-month.

166 611.5-3. *Assignment of Rental Agreements Not Permitted.* Assignments of rental agreements  
167 are not permitted under any circumstances.

168  
169 **611.6. Rights and Duties of Landlords and Tenants**

170 611.6-1. This section governs the rights and duties of the landlord and tenant in the absence of  
171 any inconsistent provision found in a valid rental agreement.

172 611.6-2. *Disposition of Personal Property Left by the Tenant.* If the tenant moves from or is  
173 evicted from the premises and leaves personal property, the landlord may presume that the tenant  
174 has abandoned the personal property and may dispose of said property in any manner that the  
175 landlord, in his or her sole discretion, determines is appropriate, provided that:

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

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

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

184 611.6-3. *Repairs; Untenability.* This section applies to all leases if there is no contrary  
185 provision in writing signed by both parties.

186 (a) *Duties of the Landlord.*

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

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

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

195 (C) Make all necessary structural repairs.

196 (D) Except as provided in section 611.6-3(b)(2), repair or replace any  
197 plumbing, electrical wiring, machinery, or equipment furnished with the  
198 premises and no longer in reasonable working condition.

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

201 (2) If the premises are part of a building where other parts are occupied by one (1)  
202 or more other tenants, negligence or improper use by one (1) tenant does not  
203 relieve the landlord from the landlord’s duty to make repairs as provided in 611.6-  
204 3(a)(1), provided that the landlord may require the responsible tenant to pay for  
205 such repairs.

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

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

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

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

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

217 (4) If the premises are damaged by fire, water or other casualty, not the result of  
218 the negligence or intentional act of the landlord, this subsection is inapplicable  
219 and either section 611.6-3(b) or (c) governs.

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

224 (b) *Duties of the Tenant.*

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

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

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

235 (c) *Untenability.* If the premises become untenable because of damage by fire, water or  
236 other casualty or because of any condition hazardous to health, or if there is a substantial  
237 violation of section 611.6-3(a) materially affecting the health or safety of the tenant, the

238 tenant may move from the premises unless the landlord promptly repairs, rebuilds or  
239 eliminates the health hazard or the substantial violation of 611.6-3(a) materially affecting  
240 the health or safety of the tenant.

241 (1) The tenant may also move and terminate the rental agreement if the  
242 inconvenience to the tenant by reason of the nature and period of repair,  
243 rebuilding or elimination would impose undue hardship on the tenant.

244 (2) If the tenant remains in possession, the landlord shall decrease rent for each  
245 month to the extent the tenant is deprived of the full normal use of the premises.  
246 The Land Commission and the Comprehensive Housing Division shall jointly  
247 develop rules governing how and when rent is decreased pursuant to this section.  
248 This subsection does not authorize rent to be withheld in full, if the tenant remains  
249 in possession.

250 (3) If the tenant justifiably moves out under this subsection, the tenant is not  
251 liable for rent after the premises become untenable and the landlord shall repay  
252 any rent paid in advance apportioned to the period after the premises become  
253 untenable. This subsection is inapplicable if the damage or condition is caused by  
254 negligence or improper use by the tenant.

255 (d) *Check-in sheet.* Landlords shall provide all new tenants with a check-in sheet when  
256 the tenant commences his or her occupancy of the premises that the tenant may use to  
257 make comments, if any, about the condition of the premises. The landlord shall provide  
258 the tenant with seven (7) days from the date the tenant commences his or her occupancy  
259 to complete the check-in sheet and return it to the landlord. The landlord is not required  
260 to provide the check-in sheet to a tenant upon renewal of a rental agreement.

261 (e) *Notice to Enter Required.* The landlord shall provide twenty-four (24) hour written  
262 notice prior to entering the tenant's premises where notice is required to either be  
263 personally served to the tenant or posted on the premises. A landlord is exempt from this  
264 notice requirement in the case of an emergency welfare check. The basis of a welfare  
265 check may include, but is not limited to the following:

266 (1) The landlord believes the tenant's or a child's wellbeing may be in jeopardy  
267 based on reports of child abuse or neglect, medical concerns, suspicious activity  
268 or other reported information;

269 (2) The landlord suspects the tenant has abandoned the premises; and/or

270 (3) The landlord receives notice that the premise's utilities have been  
271 disconnected.

272 (f) *Acts of tenant not to affect rights of landlord.* No act of a tenant in acknowledging as  
273 landlord a person other than the tenant's original landlord can prejudice the right of the  
274 original landlord to possession of the premises.

275 (g) *Annual Inspection Required.* In the event the tenant renews the rental agreement for  
276 additional terms, the landlord shall, at a minimum, inspect the premises once annually.  
277

## 278 **611.7. Domestic Abuse Protections**

279 611.7-1. If a tenant notices the landlord of domestic abuse with of any of the following  
280 documentation, regardless of marital status, the landlord shall change the locks to the premises  
281 and, if the tenant is unmarried, allow the tenant to modify the rental agreement to remove the  
282 domestic abuser:

283 (a) An injunction order under Wis. Stat. 813.12(4) protecting the tenant from a co-tenant;

- 284 (b) An injunction order under Wis. Stat. 813.122 protecting a child of the tenant from a  
285 co-tenant;
- 286 (c) An injunction order under Wis. Stat. 813.125(4) protecting the tenant or child of the  
287 tenant from a co-tenant, based on the co-tenant’s engaging in an act that would constitute  
288 sexual assault under Wis. Stat. 940.225, 948.02 or 948.025, or stalking under Wis. Stat.  
289 940.32, or attempting or threatening to do the same;
- 290 (d) A condition of release under Wis. Ch. 969 ordering the co-tenant not to contact the  
291 tenant;
- 292 (e) A criminal complaint alleging that the co-tenant sexually assaulted the tenant or a  
293 child of the tenant under Wis. Stat. 940.225, 948.02 or 948.025;
- 294 (f) A criminal complaint alleging that the co-tenant stalked the tenant or a child of the  
295 tenant under Wis. Stat. 940.32; or
- 296 (g) A criminal complaint that was filed against the co-tenant as a result of the co-tenant  
297 being arrested for committing a domestic abuse offense against the tenant under Wis.  
298 Stat. 968.075.

299 611.7-2. If a tenant is no longer eligible to maintain the rental agreement upon removing a co-  
300 tenant domestic abuser from the rental agreement, the landlord shall permit the tenant to remain  
301 on the premises for the longer of either the duration of the rental agreement or ninety (90) days  
302 from the date the rental agreement is modified. If the latter applies, in addition to removing the  
303 co-tenant that is the domestic abuser, the landlord shall also revise the rental agreement to extend  
304 its duration.

305 611.7-3. The Eviction and Termination law provides tenants that are victims of domestic abuse  
306 with a defense to eviction should the abusers actions be the cause for eviction.

307  
308 **611.8. Sex Offender Registry**

309 611.8-1. Should a tenant request information about whether any other tenants are required to  
310 register as a sex offender, the landlord shall provide the tenant with written notice that he or she  
311 may obtain information about the sex offender registry and persons registered within the registry  
312 by contacting the department of corrections. The landlord shall include in such notice the  
313 appropriate telephone number and internet site of the department of corrections.

314  
315 **611.9. Termination of Tenancy at Death of Tenant**

316 611.9-1. If a tenant dies, his or her tenancy is terminated as follows:

- 317 (a) If the deceased tenant was the only household member listed in the rental agreement,  
318 immediately upon the death of the tenant;
- 319 (b) If there were additional adult household members aside from the deceased tenant  
320 listed in the household within the rental agreement, then the later of the following,  
321 provided that an adult household member remaining in the unit shall assume the tenancy  
322 responsibilities under the rental agreement:

- 323 (1) Six (6) months after the landlord receives notice, is advised, or otherwise  
324 becomes aware of the tenant’s death, provided that any extension beyond the  
325 original term of the agreement requires an amendment or limited term rental  
326 agreement which covers the term of the extension; or

- 327 (2) The expiration of the term of the rental agreement.

328 611.9-2. The deceased tenant or his or her estate is not liable for any rent after the termination  
329 of his or her tenancy. A landlord may not contact or communicate with a member of the  
330 deceased tenant’s family for the purpose of obtaining from the family member rent for which the

331 family member has no liability except that if adult household members remain in the rental unit  
332 following the deceased tenant’s death in accordance with section 611.9-1 or 611.9-4, an adult  
333 household member shall assume the tenancy responsibilities pursuant to the rental agreement.

334 611.9-3. Nothing in this section relieves another adult tenant of the deceased tenant’s premises  
335 from any obligation under a rental agreement or any other liability to the landlord.

336 611.9-4. If the deceased tenant is a Tribal member whose death renders a co-tenant no longer  
337 eligible for a rental agreement based on Tribal member status, the non-Tribal member tenant  
338 may remain in the premises as follows:

339 (a) If subject to a standard rental agreement (i.e. not on a rent-to-own basis), see section  
340 611.9-1(b) above.

341 (b) If the rental agreement was on a rent-to-own basis, the remaining non-Tribal member  
342 tenant may remain in the premises for a maximum of six (6) months from the date of the  
343 Tribal member tenant’s death unless the non-Tribal member tenant has a child that is a  
344 Tribal member. In the event the non-Tribal member tenant has a Tribal member child,  
345 the non-Tribal member tenant may remain in the premises under the rent-to-own  
346 agreement so long as the non-Tribal member tenant either transfer the premises and the  
347 rent-to-own agreement to an adult Tribal member child who agrees to live in the premises  
348 or signs an agreement indicating that the premises and the rent-to-own agreement shall be  
349 transferred to a minor Tribal member child when the child is eighteen (18) years old.  
350 Should the non-Tribal member tenant be eligible for conveyance of the premises prior to  
351 the Tribal member child’s eighteenth (18<sup>th</sup>) birthday, the rent-to-own agreement shall be  
352 extended at no additional cost to the tenant and conveyance postponed until the Tribal  
353 member child reaches eighteen (18) years of age and the rent-to-own agreement is  
354 transferred to the child.

355 (1) In the event the non-Tribal member tenant either has no children living in the  
356 premises that are Tribal members or declines to the enter the agreement  
357 transferring the rent-to-own agreement to a Tribal member child, the rent-to-own  
358 agreement shall be terminated upon the tenant’s ineligibility to remain in the rent-  
359 to-own program and a limited term rental agreement shall be executed.

360 (2) Where a landlord is so terminating a rental agreement entered on a rent-to-  
361 own basis, the landlord shall pay the remaining co-tenant all equity the tenants  
362 may have accrued in accordance with the rental agreement.

363  
364 **611.10. Landlord or Tenant Actions**

365 611.10-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding  
366 actions taken pursuant to this law and/or a rental agreement.

367 611.10-2. No administrative hearing body, including a board, committee or commission, is  
368 authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental  
369 agreement.

370 611.10-3. The landlord is the Comprehensive Housing Division in regards to taking actions  
371 authorized under this law and complaints filed with the Oneida Judiciary shall name the  
372 Comprehensive Housing Division and the specific program.

373  
374 *End.*

---

376 Adopted – BC-10-12-16-C  
377 Emergency Amended – BC-01-25-17-C

378 Emergency Extension – BC-07-26-17-I



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



**TO:** Legislative Operating Committee  
**FROM:** Jennifer Falck, LRO Director *JF*  
**RE:** 60 Day Update for Active Files List  
**DATE:** November 1, 2017

**BACKGROUND**

The Standard Operating Procedure for Legislative Operating Committee Meetings requires that within 60 days after an item is placed on the Active Files List, the LRO shall place the item on the LOC agenda for an update. The LOC then needs to adopt a motion to either continue to develop the proposal, or discontinue developing the proposal.

Legislative Item	60 Day Update
Children's Code	Adopted 07-26-17-J, quarterly report due to OBC 12/13/17; 1 year review due approx. 01/20
Code of Ethics	No activity
Community Support Fund Amendments	Adopted not in effect until Rules are approved, anticipated effective date 01/25/18
Comprehensive Policy Governing Boards, Committees, and Commissions	Collecting Comments, work meeting held, developing draft
Corporate Law	Research
Criminal Code	Research
Drug and Alcohol Free Law for Elected & Appointed Officials	work meeting scheduled 11/1/17 to solicit comments
Election Board Bylaws*	No activity
Employment Law	Waiting to be placed on a GTC agenda
GTC Meetings Law	Collecting Comments
Guardianship Law	No activity
Hall of Fame	No activity
Industrial Hemp	Research
Land Commission Bylaws Amendments*	No activity
Law Enforcement Ordinance Amendments	No Activity
Leasing Law	Awaiting DOI Secretary Approval
Nonprofit Incorporation Law	No activity
ONVAC Bylaws Amendments*	No activity
Personnel Commission Bylaws Amendments*	No activity
Public Peace Law	No activity
Research Protection Act	No activity
Rules of Civil Procedure Amendments	No activity
Sanctions & Penalties	work meeting scheduled 11/1/17 to solicit comments
Secured Transactions	Research
Tribal Traffic Code	Research
Trust/Enrollment Committee Bylaws Amendments*	No activity
<i>*Bylaws are not being processed until amendments to the Comprehensive Policy Governing Boards, Committees, and Commissions are complete.</i>	

**RECOMMENDED ACTION**

Continue development of all proposals on the Active Files List.

# Legislative Operating Committee



## Agenda Request Form

- 1) Request Date: 9/27/17
- 2) Contact Person(s): Victoria Flowers Dept: EHSD  
 Phone Number: (920)869-4548 Email: vflowers@oneidanation.org
- 3) Agenda Title: Oneida Environmental Review
- 4) Detailed description of the item and the reason/justification it is being brought before the Committee  
The law requires that certain classes of actions undertaken within the exterior boundaries of the Oneida Reservation,  
or on property owned by the Nation, have an appropriate level of review of the impacts of that action on the natural and built environment  
It will include classes of action that are wholly exempted, categorically excluded and actions requiring additional review.  
The law fulfills a requirement in the Oneida Leasing Law, and supports the issuance of permits under the Zoning and Shoreland Protection Laws.

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

- 1) Purpose and need for the law 3) \_\_\_\_\_
- 2) Examples of similar laws from other Tribes 4) \_\_\_\_\_
- 5) Please List any laws, ordinances or resolution that might be affected:  
Oneida Leasing Law, Zoning and Shoreland Protection, Land Use Technical Unit Law (TBD)
- 6) Please List all other departments or person(s) you have brought your concern to:  
Development Division, Land Management Division, Oneida Housing Authority, Environmental, Health and Safety Division
- 7) Do you consider this request urgent?  Yes  No  
 If yes, please indicate why: Needed to fully implement the Oneida Leasing Law

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

Signature of Requester: \_\_\_\_\_

*Please send this form and all supporting materials to:*

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

To: Legislative Reference Office and Legislative Operating Committee  
From: Victoria Flowers - Environmental Compliance Coordinator  
Cc: Jeffrey Mears - Environmental Area Manager  
RE: Environmental Review Law – Purpose & Need  
Date: September 28, 2017

**Purpose**

To create an Oneida law that defines the instances when an environmental review is required, the processes used to complete the review, and applicability of using the completed review to make decisions that affect the natural and built environment.

By creating a process that satisfies the intent of the National Environmental Policy Review Act (NEPA)<sup>1</sup>, federal agencies can adopt the Nation’s findings and ultimately expedite projects. This law will codify the processes, requirements and create a list of actions excluded from a higher level of review.

**“§1500.1 Purpose.**

*(a) The National Environmental Policy Act (NEPA) is our basic national charter for protection of the environment. It establishes policy, sets goals (section 101), and provides means (section 102) for carrying out the policy. Section 102(2) contains “action-forcing” provisions to make sure that federal agencies act according to the letter and spirit of the Act. The regulations that follow implement section 102(2). Their purpose is to tell federal agencies what they must do to comply with the procedures and achieve the goals of the Act. The President, the federal agencies, and the courts share responsibility for enforcing the Act so as to achieve the substantive requirements of section 101.*

*(b) NEPA procedures must insure that environmental information is available to public officials and citizens before decisions are made and before actions are taken. The information must be of high quality. Accurate scientific analysis, expert agency comments, and public scrutiny are essential to implementing NEPA. Most important, NEPA documents must concentrate on the issues that are truly significant to the action in question, rather than amassing needless detail.*

*(c) Ultimately, of course, it is not better documents but better decisions that count. NEPA's purpose is not to generate paperwork—even excellent paperwork—but to foster excellent action. The NEPA process is intended to help public officials make decisions that are based on understanding of environmental consequences, and take actions that protect, restore, and enhance the environment. These regulations provide the direction to achieve this purpose.”*

When the law is properly constructed and implemented, project bottlenecks and delay of actions will be prevented. The law will define the process for making determinations of the level of impacts that can be categorically excluded (CatEx) and allow staff most familiar with the activity to make those determinations.

---

<sup>1</sup> Title 40 of the Code of Federal Regulations – Chapter V Part 1500

For actions that do not fit within an exclusion category, an assessment of the potential and cumulative impacts, will be documented by subject matter experts. These subject matter experts who are familiar the particular resource impacted, can evaluate the impacts that would be unique to the project scope and its location. These subject matter experts can then propose and oversee mitigation measures employed to reduce those impacts.

**Need**

The Oneida Nation seeks to obtain responsibility from the United States Bureau of Indian Affairs (BIA) to assign leases on trust land owned by the Nation. A requirement to obtain that authority requires that the Nation complete the equivalent of an analysis of that action under NEPA. is a federal requirement and federal agencies each have their own implementing guidance to meet this requirement. The process has historically created undue delays in projects that range from the simple paper transaction, release of federal funds and the completion of major infrastructure projects.

## Title 19 – Environmental Protection

### Chapter 1 – Environmental Policy Act

**Sec.**

19-01.010	Title
19-01.020	Purpose and Scope
19-01.030	Authority
19-01.040	Jurisdiction
19-01.050	Findings
19-01.060	Construction
19-01.070	Definitions
19-01.080	Action Significantly Affecting the Quality of the Environment
19-01.090	Preliminary Determination of Significance
19-01.100	Use of Preliminary Determination
19-01.110	Draft EIS Preparation and Content
19-01.120	Agencies with Special Expertise
19-01.130	Circulation of Draft EIS
19-01.140	Public Hearing
19-01.150	Preparation and Circulation of Final EIS
19-01.160	Planning Commission Decision
19-01.170	Repealer
19-01.180	Severability

#### Legislative History

**Enacted:**

Environmental Protection, Ord. 177 (9/5/03), BIA (10/28/03).

**Repealed or Superseded:**

Tribal Environmental Policy Act, Ord. 168 (6/3/03), BIA (6/12/03) (repealing Ord. 43A).

Amending Ord. 58, Ord. unnumbered (7/12/89), Enacting Res. 89-7-65.

Establishing the Swinomish Cultural and Environmental Protection Agency, Ord. 58, Enacting Res. 88-4-18 (5/5/88).

Environmental Policy Act, Ord. 43A (11/3/77), BIA (2/3/78).

[Ed. Note. Ord. unnumbered (7/12/89) and Ord. 58 were repealed with Title 21 – Archaeological and Cultural Resources]

---

**19-01.010 Title.**

This Chapter shall be referred to as the Tribal Environmental Policy Act.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.020 Purpose and Scope.**

- (A) The primary purpose of this Act is to promote the general welfare of tribal members and others living on Reservation lands, by creating and maintaining conditions under which humanity and nature can exist in productive and enjoyable harmony.
- (B) Specific goals are:
- (1) To ensure that the Reservation is safe, healthful, productive, and aesthetically and culturally pleasing;
  - (2) To preserve areas of historic, archeological and cultural significance;
  - (3) To ensure an environment that is compatible with the desired Swinomish lifestyle - present and future; and
  - (4) To attain the widest range of beneficial uses of the environment without degradation, risk to health and safety, or other undesirable and unintended consequences.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.030 Authority.**

This Chapter is enacted in accordance with Article VI, Section 1(k), (l) and (r), of the Constitution of the Swinomish Indian Tribal Community.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.040 Jurisdiction.**

Jurisdiction over the people and property subject to this Chapter shall be to the maximum extent permitted by law.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.050 Findings.**

[Reserved]

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.060 Construction.**

[Reserved]

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.070 Definitions.**

- (A) **“Planning Commission”** means the Swinomish Planning Commission or its designee, except in Section 19-01.140, where it only means the Swinomish Planning Commission.
- (B) **“Planning Department”** means the Office of Planning and Community Development of the Swinomish Indian Tribal Community.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.080 Action Significantly Affecting the Quality of the Environment.**

- (A) The Planning Commission shall write or cause to be written a detailed statement for every action significantly affecting the quality of the environment. The statement shall include:
  - (1) The environmental impact of the proposed action;
  - (2) Any adverse environmental effects which cannot be avoided should the proposal be implemented;
  - (3) Alternatives to the proposed action;
  - (4) The relationship between local short-term uses of the environment and the maintenance and enhancement of long-term productivity; and
  - (5) Any irreversible and irretrievable commitments of resources that would be involved in the proposed action should it be implemented.
- (B) The Planning Commission shall utilize a systematic, interdisciplinary approach, which will insure the integrated use of the natural and social sciences and the environmental design arts in planning and in decision-making that may have an impact on the environment.
- (C) The Planning Commission shall identify and develop methods and procedures that will ensure that presently unquantified environmental amenities and values may be given appropriate consideration in decision-making along with economic and technical considerations. Federal or jointly developed federal-tribal environmental review documents may be considered in fulfillment of the requirements of this Chapter.

- (D) The Planning Commission may require proponents of an action to provide information or reports to assist in the determination of the environmental impacts and significance of such actions.
- (E) The Planning Commission shall study, develop and describe appropriate alternatives to recommended courses of action in any proposal that involves unresolved conflicts concerning alternative uses of available resources.
- (F) The Planning Commission may develop a list of activities with no appreciable impact on the environment that are exempt from the requirements of this Chapter. The Planning Department may require the proponent of the action to submit information regarding the proposed action to determine whether the proposed action fits within one of the exemptions on the list.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.090 Preliminary Determination of Significance.**

- (A) The Planning Commission shall identify actions significantly affecting the quality of the environment.
- (B) In making this preliminary determination, the Planning Commission shall consider:
  - (1) Whether the action is highly controversial;
  - (2) Whether an otherwise minor action will have cumulatively significant impact;
  - (3) Any secondary effects;
  - (4) The nature of the setting where the proposed action would be taken;
  - (5) Any mitigation requirements, which will reduce the environmental effects of the proposed action; and
  - (6) All known and probable beneficial and detrimental environmental effects. Even if on balance the Planning Commission believes that the effect will be beneficial, the action may still have a significant effect on the environment.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.100 Use of Preliminary Determination.**

- (A) If the Planning Commission determines:
  - (1) That the action does not significantly affect the quality of the environment, it shall prepare a declaration of non-significance, which shall be located in the

Tribal Office and published in a local newspaper of suitable size and general circulation. No action shall be taken for ten (10) days following publication of such declaration of non-significance; or

- (2) That the action has a significant effect on the quality of the environment; it shall prepare a declaration of significance, which shall be marked and designated as such and filed in the Planning Department.
- (B) If the Planning Department issues a declaration of significance, the proposed action shall not proceed until the Planning Department issues an Environmental Impact Statement (EIS).

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.110 Draft EIS Preparation and Content.**

- (A) When an EIS is required, the Planning Commission shall prepare a draft EIS which shall satisfy, to the fullest extent possible, the requirements of Section 19-01.080.
- (B) The draft EIS shall include the following:
  - (1) A description of the proposed action, its purposes and the environment, which will be affected;
  - (2) A description of any effect it may have on population or growth;
  - (3) The relationship of the proposed action to land use plans for the affected area;
  - (4) The positive and negative, known and probable, effects of the proposed action on the environment. This should include secondary as well as primary effects;
  - (5) Alternatives to the proposed action that might reduce or eliminate adverse impacts including sufficient analysis of the environmental benefits, costs and risks of such alternatives;
  - (6) A brief section summarizing those environmental effects discussed in Section 19-01.110(B)(4) that are adverse and unavoidable;
  - (7) A brief discussion of the extent to which the proposed action involves tradeoffs between short-term gains at the expense of long-term environmental losses, or vice-versa; and
  - (8) A description of those impacts discussed in Section 19-01.110(B)(6) that irreversibly curtail the range of potential uses of the environment.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.120 Agencies with Special Expertise.**

In preparing the draft EIS, the Planning Commission may consult with, and obtain comments from, agencies with special expertise.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.130 Circulation of Draft EIS.**

- (A) Copies of the draft EIS shall be kept in the Tribal Office for public inspection.
- (B) Copies of the draft EIS shall be sent to those agencies consulted during preparation of the draft EIS.
- (C) Any person may request copies of the draft EIS from the Planning Commission. Copies shall be provided at no more than the cost of printing and mailing.
- (D) A notice announcing the availability of the draft EIS shall be published in a local newspaper of suitable size and general circulation.
- (E) Agencies and the public shall have thirty (30) days to comment on the proposed action. The Planning Commission may grant a fifteen (15) day extension when it believes such an extension is necessary.
- (F) Copies of all the comments shall be kept in the Tribal Office for public inspection.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.140 Public Hearing.**

- (A) After publication of the draft EIS, the Swinomish Planning Commission shall hold a public hearing, whenever appropriate, for the consideration of environmental aspects of the proposed action and to provide the public with relevant information.
- (B) In determining whether a public hearing is appropriate, the Swinomish Planning Commission shall consider such factors as the magnitude of the proposed action, the degree of interest in it, the complexity of the issues, and the extent to which the public has already been involved.
- (C) Ten (10) days prior to the hearing, the Swinomish Planning Commission or its designee shall cause to be published a notice of the time and place of the hearing in a local newspaper of suitable size and general circulation in Skagit County.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.150 Preparation and Circulation of Final EIS.**

- (A) The Planning Commission shall review the environmental effects of the proposed action in light of the opposing views and responsible opinions that were brought to the Planning Commission's attention during the thirty (30) day comment period.
- (B) The Planning Commission should make meaningful reference in the final EIS to any responsible opposing view not adequately discussed in the draft EIS and should indicate the Planning Commission's response to the issues raised.
- (C) The revised EIS, together with substantive comments received on the draft EIS (or summaries thereof) shall be circulated in the same manner as the draft EIS.
- (D) If the Planning Commission determines that the draft EIS is sufficient and needs no revision, it shall circulate a statement to that effect. The draft EIS, together with the statement, shall constitute the final EIS.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.160 Planning Commission Decision.**

The Planning Commission may not take action on the proposal for seven (7) days after publication of availability of the final EIS.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).

**19-01.170 Repealer.**

This Chapter hereby repeals and supersedes Ordinances 168 and 43A.

**19-01.180 Severability.**

If any section, subsection, clause or phrase of this Chapter is for any reason determined to be invalid or unconstitutional, such determination shall not affect the validity or constitutionality of the remainder of this Chapter.

[History] Ord. 177 (9/5/03); Ord. 168 (6/3/03).



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



## AGENDA REQUEST FORM

- 1) Request Date: 11/1/2017
- 2) Contact Person(s): Susan White/Bonnie Pigman  
 Dept: Trust Enrollment  
 Phone Number: 490-3932 Email: bpigman@oneidanation.org
- 3) Agenda Title: Removal Law amendments
- 4) Detailed description of the item and the reason/justification it is being brought before the LOC:  
Pursuant to section 109-5-1 of the Legislative Procedures Act, the Trust Enrollment  
Department is requesting revisions to the Removal Law. The Removal Law was  
originally added to the Active Files List on 12/17/2014 but was not added back on  
for the 2017-2020 term.

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

- 1) Memo from Susan White 10/16/17
- 2) Draft #9 Removal Law 2/24/17
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) Please list any laws, policies or resolutions that might be affected:  
Comprehensive Policy Governing Boards/Committees/Commissions and proposed Sanctions & Penalties Law
- 6) Please list all other departments or person(s) you have brought your concern to:  
Oneida Trust Enrollment Committee and Oneida Business Committee
- 7) Do you consider this request urgent?  Yes  No  
 If yes, please indicate why:  
Amendments needed to support actions of the Oneida Trust Enrollment Committee

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

Signature of Requester:



*Please send this form and all supporting materials to:*

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

**Trust Enrollment Department**

PO Box 365, Oneida WI 54155

(920) 869-6200 \* 1-800-571-9902

Fax: (920) 869-2995

[TrustEnrollments@oneidanation.org](mailto:TrustEnrollments@oneidanation.org)

<https://oneida-nsn.gov/resources/enrollments/>

59 of 82



To: LOC  
From: Susan White, Trust Enrollment Director  
Date: October 16, 2018  
RE: Removal Law

Pursuant to section 109-5-1 of the Legislative Procedures Act, the Trust Enrollment Department is requesting revisions to the Removal Law. The last known draft to the current Removal Law was dated 2017 02 24. Because the proposed Sanctions and Penalties law only addressed behaviors of Boards, Committees and Commissions, it is important the Removal law be updated to address removal consequences based on the behaviors. Specifically the Department is requesting the following changes be made to Removal Law Draft 9 dated 2017 02 24:

1. Change (d) under Definitions to “Qualified voter” and all subsequent language in document of “Eligible Voter” to “Qualified voter”.
2. Change the word “designee” for (h) under Definitions to “Oneida Business Committee member”. The responsibilities should not be placed on support staff.
3. Add “or removal request” to end of sentence for section 104.5-1 including similar removal request language found in Part II Removal of Elected Officials.
4. Change the title of “Oneida Enrollments Department” throughout document to “Oneida Trust Enrollment Department”.
5. Under section 104.5-2(d), it is not the responsibility of the Oneida Trust Enrollment Department to determine if a petition contains the requisite number of Qualified voters.
  - a. Change the word “signatures” to “Qualified voters” in this section and all other sections the language exists. The Trust Enrollment Department does not verify signatures. They do two (2) things: 1. identify if the people listed on any petition are Qualified voters, and 2. Provide a memo to the Nation’s Secretary the verification results of the petition.
6. Section 104.11. The only role or tasks after a Judiciary decision is received, should be by the Nation’s Secretary, which is to carry out the decision and notify respective parties. I recommend removing language that the OBC have the ability to overturn a Judiciary decision.

**Title 1. Government and Finances – Chapter 104**

**REMOVAL**

**Kwah Oná Aluwalihutákwás Kayanláhsla**

*Just when they will remove him our kind of laws*

104.1. Purpose and Policy	104.7. Final Determination – General Tribal Council Meeting
104.2. Adoption, Amendment, Repeal	
104.3. Definitions	PART II. REMOVAL OF ELECTED OFFICIALS
	104.8. Grounds for Removal
Part I. REMOVAL OF ONEIDA BUSINESS COMMITTEE MEMBERS	104.9. Initiating the Removal Process
104.4. Grounds for Removal	104.10. Final Determination at Oneida Business Committee Meeting
104.5. Initiating the Removal Process	
104.6. Preliminary Review, Hearing	PART III. EXPULSION OF ELECTED OFFICIALS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35

**104.1. Purpose and Policy**

104.1-1. *Purpose.* The purpose of this law is to establish the process by which the elected officials of the Oneida Nation may be removed from office.

104.1-2. *Policy.* It is the policy of the Oneida Nation to provide an orderly and fair process for the removal of elected officials.

**104.2. Adoption, Amendment, Repeal**

104.2-1. This law was adopted by the General Tribal Council by resolution GTC-01-09-06-A and amended by Resolutions BC-05-28-14-B and GTC \_\_\_\_\_.

104.2-2. This law may be amended or repealed by the General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

104.2-3. 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.

104.2-4. 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. Provided that, this law repeals the following:

- (a) GTC-6-13-79 (Adoption of Ordinance for the Removal of Oneida Tribal Business Committee Members)
- (b) BC-3-8-85-A (Adoption of Legislatively Appointed Committee Removal Ordinance)
- (c) BC-1-03-96-B (BC Adoption of Removal Law)
- (d) GTC-1-17-98-A (GTC Adoption of Removal Law)

104.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

**104.3. Definitions**

104.3-1. This section shall govern the definitions of words or phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

- (a) “Business day” means Monday through Friday 8:00 a.m. to 4:30 p.m., excluding Nation holidays.
- (b) “Counsel” means an attorney or advocate.
- (c) “Elected official” means:
  - (1) any person elected to a position on a board, committee or commission of the Oneida Nation; except that for the purposes of this law, Oneida Business Committee members are addressed separately and are not included in the definition of elected official.

- 36 (2) any person appointed to fill a vacant elected position on a board, committee or  
 37 commission of the Oneida Nation.  
 38 (3) elected judges of the Oneida Judiciary.  
 39 (d) "Eligible voter" means a person able to vote under the Constitution of the Oneida  
 40 Nation.  
 41 (e) "Entity" means the board, committee, commission, or Judiciary; to which an official  
 42 is elected to serve.  
 43 (f) "Judiciary" means the judicial system that was established by Oneida General Tribal  
 44 Council resolution GTC-01-07-13-B to administer the judicial authorities and  
 45 responsibilities of the Nation.  
 46 (g) "Nation" means the Oneida Nation.  
 47 (h) "Secretary" means the Secretary of the Oneida Business Committee and/or designee.  
 48

## 49 **PART I. REMOVAL OF ONEIDA BUSINESS COMMITTEE MEMBERS**

### 50 **104.4. Grounds for Removal – Oneida Business Committee**

51 104.4-1. A member of the Oneida Business Committee may be removed from office for any of  
 52 the following reasons:

- 53 (a) failure to attend four (4) regularly scheduled meetings within a single term without an  
 54 excused written explanation;  
 55 (b) intentional misuse of Nation funds;  
 56 (c) alcohol use while performing official responsibilities or use of illegal drugs at any  
 57 time;  
 58 (d) failure to continue to meet the qualifications for office as identified in the Oneida  
 59 Constitution;  
 60 (e) violating a law of the Nation which specifies removal as a penalty; or  
 61 (f) felony conviction while in office.

62 104.4-2. In addition to removal from office, Oneida Business Committee members who commit  
 63 misconduct may be subject to consequences as provided in any laws of the Nation that govern  
 64 sanctions and penalties for elected officials.  
 65

### 66 **104.5. Initiating the Removal Process**

67 104.5-1. The process for removing an Oneida Business Committee member commences with the  
 68 filing of a petition.

69 104.5-2. *Petition.* Any eligible voter may file a petition with the Secretary seeking the removal of  
 70 a member of the Oneida Business Committee. A petition may request the removal of no more  
 71 than one (1) person, and shall be signed by a number of eligible voters equal to at least thirty  
 72 percent (30%) of the votes cast in the previous general election.

73 (a) The petitioner shall use a petition form which shall be developed and approved by the  
 74 Secretary, and made available through the Secretary's office. Each petition shall include,  
 75 at a minimum:

- 76 (1) the name and term of office of the elected official who is the subject of the  
 77 removal petition.  
 78 (2) a clear statement of the facts upon which removal is sought and the specific  
 79 grounds for removal, in not more than three hundred (300) words.  
 80 (3) sufficient lines for each signatory to print and sign his or her name, the date he  
 81 or she signed the petition, and his or her date of birth and enrollment number.

82 (b) A petition shall be filed with the Secretary within thirty (30) days after the date the  
83 first signature is obtained on the petition. A petition may not be amended after it is filed  
84 with the Secretary.

85 (c) Upon receipt of a petition, the Secretary shall promptly:

86 (a) submit the petition to the Oneida Enrollments Department to verify that the  
87 persons who signed the petition are eligible voters; and

88 (b) Notify the Oneida Business Committee member sought to be removed that a  
89 petition has been filed seeking his or her removal; and provide him or her with a  
90 copy of the uncertified petition.

91 (d) Within five (5) business days after receiving the petition, the Enrollments Department  
92 shall notify the Secretary as to whether the petition contains the requisite number of  
93 signatures.

94 (1) If a petition does not contain the requisite number of signatures, the Secretary  
95 shall so certify to the Oneida Business Committee and file the petition without  
96 taking further action; the matter shall be at an end for lack of requisite signatures.  
97 No additional names may be added to the petition, and the petition may not be  
98 used in any other proceeding.

99 (2) If a petition contains the requisite number of signatures, the Secretary shall  
100 promptly cause a certified copy of the petition to be served upon the Oneida  
101 Business Committee member sought to be removed and forward a copy of the  
102 same to the Judiciary.

103 104.5-2. In the event the removal of the Secretary or Chairperson is sought, the Oneida Business  
104 Committee Vice Chairperson shall perform the duties assigned to the Secretary under this law.

#### 105 **104.6. Preliminary Review, Hearing**

106 104.6-1. An Oneida Business Committee member whose removal is sought has the right to, at his  
107 or her expense, be represented by counsel of his or her choice; at any hearing or other judicial  
108 proceeding conducted in accordance with this law.

109 104.6-2. *Preliminary Review.* Within thirty (30) days after the Secretary forwards a verified  
110 petition to the Judiciary, the Judiciary shall schedule and conduct a preliminary review to  
111 determine whether the allegations set forth therein would constitute sufficient grounds for  
112 removal. If the Judiciary determines that the petition alleges sufficient grounds for removal, the  
113 matter shall proceed to a full hearing under 104.6-3.

114 (a) *Motion Challenging Authenticity of Signatures.* Within five (5) business days after  
115 receiving the certified copy of the petition from the Secretary, the Oneida Business  
116 Committee member whose removal is sought may file a written motion for the Judiciary  
117 to review the authenticity and/or sufficiency of the number of signatures on the petition  
118 or the validity of an entity's action in adopting a removal request. Such motions shall be  
119 disposed of during the preliminary review, in accordance with the following:

120 (1) The Judiciary shall provide the petitioner the opportunity to present a written  
121 rebuttal to the motion.

122 (2) The Oneida Business Committee member whose removal is sought shall have  
123 the burden of showing through clear and convincing evidence that some or all of  
124 the signatures on the petition are not authentic or that a petition does not contain  
125 the minimum required number of valid signatures.  
126

127 (3) If the Judiciary determines that some or all of the signatures are not authentic  
 128 and that the petition does not contain the minimum required number of valid  
 129 signatures, the petition shall be dismissed and the matter shall be at an end.

130 104.6-3. Within twenty (20) calendar days after the preliminary review has been completed, the  
 131 Judiciary shall schedule a hearing to determine whether each allegation of the petition or removal  
 132 request has been proven by clear and convincing evidence, and whether such allegations  
 133 constitute sufficient grounds for removal.

134 (a) An Oneida Business Committee member whose removal is sought shall have the right  
 135 to present witnesses on his or her behalf; and to cross-examine adverse witnesses.

136 (b) If the Judiciary determines that sufficient grounds have not been proven, the Judiciary  
 137 shall dismiss the petition or removal request. If the Judiciary determines that the  
 138 sufficient grounds have been proven, the Judiciary shall forward the written decision to  
 139 the Oneida Business Committee Chairperson and/or designee.  
 140

#### 141 **104.7. Final Determination at General Tribal Council Meeting**

142 104.7-1. *Special Meeting.* Within forty-five (45) days of receiving the decision from the  
 143 Judiciary, the Oneida Business Committee Chairperson shall call a special General Tribal  
 144 Council meeting for the purpose of considering the removal. The only agenda item for the  
 145 meeting shall be to consider the removal of one (1) Oneida Business Committee member.

146 104.7-2. *Right to address the Council.* The Oneida Business Committee member whose removal  
 147 is sought shall have the right to address General Tribal Council personally.

148 104.7-3. *Determination.* An Oneida Business Committee member may only be removed from  
 149 office upon a two-thirds (2/3) majority vote of the General Tribal Council at the special meeting.

150 104.7-4. *Quorum.* If the General Tribal Council meeting fails to obtain a quorum, the removal  
 151 petition shall be dismissed.

152 104.7-5. *Non-appealable.* There is no appeal from the determination of the General Tribal  
 153 Council.

154 104.7-6. Any Oneida Business Committee member who has been removed from office in  
 155 accordance with this law shall be ineligible for election or appointment to any Oneida entity for  
 156 one (1) year following the date of the removal.  
 157

## 158 **PART II. REMOVAL OF ELECTED OFFICIALS**

### 159 **104.8. Grounds for Removal**

160 104.8-1. An elected official may be removed from office for any of the following reasons:

161 (a) failure to attend four (4) regularly scheduled meetings within a single term without an  
 162 excused written explanation;

163 (b) failure to attend fifty percent (50%) of the entity's regular scheduled meetings within  
 164 a twelve (12) month period for any reason;

165 (c) violation of the bylaws or other governing documents of the entity; including but not  
 166 limited to, duly adopted rules, standard operating procedures, and/or memoranda of  
 167 agreement entered into with other governmental bodies.

168 (d) intentional misuse of Nation funds;

169 (e) alcohol use while performing official responsibilities or use of illegal drugs at any  
 170 time;

171 (f) failure to continue to meet the qualifications for office as identified in bylaws and by  
 172 Oneida law;

173 (g) violating a law of the Nation which specifies removal as a penalty;

- 174 (h) felony conviction while in office; or  
 175 (i) meeting additional grounds for removal as provided in the board, committee or  
 176 commission bylaws.

177 104.8-2. In addition to removal from office, elected officials who commit misconduct may be  
 178 subject to consequences as provided in any laws of the Nation that govern sanctions and  
 179 penalties for elected officials.

180 104.8-3. *Separate proceedings for judges of the Judiciary.* In addition to the processes  
 181 established by this law, elected judges of the Judiciary are also subject to removal through the  
 182 disciplinary process identified in section 150.12 of the Judiciary law. In accordance with that  
 183 law, when the Judiciary issues a disciplinary report ordering the removal of an elected judge, the  
 184 disciplinary report shall have the same force and effect as a hearing decision issued in  
 185 accordance with this law, and shall be forwarded for a final determination by the Oneida  
 186 Business Committee in accordance with 104.8.

187

188 **104.9. Initiating the Removal Process.**

189 104.9-1. The process for removing an elected official commences with the filing of a petition or  
 190 a removal request.

191 104.9-2. *Petitions.* Any eligible voter may file a petition with the Secretary seeking the removal  
 192 of an elected official. A petition may request the removal of no more than one (1) person, and  
 193 shall be signed by a number of eligible voters equal to at least thirty percent (30%) of the votes  
 194 cast in the previous general election.

195 (a) The petitioner shall use a petition form which shall be developed and approved by the  
 196 Secretary, and made available through the Secretary's office. Each petition shall include,  
 197 at a minimum:

198 (1) the name and term of office of the elected official who is the subject of the  
 199 removal petition.

200 (2) a clear statement of the facts upon which removal is sought and the specific  
 201 grounds for removal, in not more than three hundred (300) words.

202 (3) Sufficient lines for each signatory to print and sign his or her name, the date  
 203 he or she signed the petition, and his or her date of birth and enrollment number.

204 (b) A petition shall be filed with the Secretary within thirty (30) days after the date the  
 205 first signature is obtained on the petition. A petition may not be amended after it is filed  
 206 with the Secretary.

207 (c) Upon receipt of a petition, the Secretary shall promptly:

208 (a) submit the petition to the Oneida Enrollments Department to verify that the  
 209 persons who signed the petition are eligible voters; and

210 (b) Notify the elected official sought to be removed that a petition has been filed  
 211 seeking his or her removal; and provide him or her with a copy of the uncertified  
 212 petition.

213 (d) Within five (5) business days after receiving the petition, the Enrollments Department  
 214 shall notify the Secretary as to whether the petition contains the requisite number of  
 215 signatures.

216 (1) If a petition does not contain the requisite number of signatures, the Secretary  
 217 shall so certify to the Oneida Business Committee and file the petition without  
 218 taking further action; the matter shall be at an end for lack of requisite signatures.  
 219 No additional names may be added to the petition, and the petition may not be  
 220 used in any other proceeding.

221 (2) If a petition contains the requisite number of signatures, the Secretary shall  
 222 promptly cause a certified copy of the petition to be served upon the elected  
 223 official sought to be removed and forward a copy of the same to the Judiciary.

224 104.9-3. *Removal Requests.* An entity may file a removal request with the Secretary, seeking  
 225 removal of an elected official serving on the entity, in accordance with the following:

226 (a) An entity may only file a removal request if the entity has, by majority vote, adopted  
 227 such action at a duly-called meeting. The removal request shall be filed within thirty (30)  
 228 calendar days after the date of the meeting at which the removal request was adopted.  
 229 When submitting a removal request, the entity shall attach a copy of the minutes from the  
 230 meeting at which the entity adopted the action.

231 (b) A removal request may request the removal of no more than one (1) elected official.

232 (c) A removal request may not be amended after it is filed with the Secretary.

233 (d) A removal request shall clearly state the facts upon which it is based and the specific  
 234 grounds for removal, in not more than three hundred (300) words.

235 (e) After verifying the action of the entity in adopting the removal request, the Secretary  
 236 shall promptly cause a certified copy of the removal request to be served upon the elected  
 237 official sought to be removed and forward a copy of the same to the Judiciary.

238 (f) If the Secretary determines that a removal request does not meet the requirements of  
 239 subsection (a), the Secretary shall so certify to the Oneida Business Committee and file  
 240 the removal request without taking further action; the matter shall be at an end for lack of  
 241 valid action by the entity. The removal request may not be amended, corrected or used in  
 242 any other proceeding.

#### 243 244 **104.10. Preliminary Review and Hearing**

245 104.10-1. An elected official whose removal is sought has the right to, at his or her expense, be  
 246 represented by counsel of his or her choice at any hearing or other proceeding conducted in  
 247 accordance with this law.

248 104.10-2. *Preliminary Review.* Within thirty (30) days after the Secretary forwards a petition or  
 249 removal request to the Judiciary, the Judiciary shall schedule and conduct a preliminary review  
 250 to determine whether the allegations set forth therein would constitute sufficient grounds for  
 251 removal. If the Judiciary determines that the petition or removal request alleges sufficient  
 252 grounds for removal, the matter shall proceed to a full hearing under 104.10-3.

253 (a) *Motion Challenging Authenticity of Signatures or Validity of Entity Action.* Within  
 254 five (5) business days after receiving the certified copy of the petition or removal request  
 255 from the Secretary, the elected official whose removal is sought may file a written motion  
 256 for the Judiciary to review the authenticity and/or sufficiency of the number of signatures  
 257 on the petition or the validity of an entity's action in adopting a removal request. Such  
 258 motions shall be disposed of during the preliminary review, in accordance with the  
 259 following:

260 (1) *Motion to review the authenticity and/or sufficiency of the number of*  
 261 *signatures on a petition.*

262 (a) The Judiciary shall provide the petitioner the opportunity to present a  
 263 written rebuttal to the motion.

264 (b) The elected official shall have the burden of showing through clear and  
 265 convincing evidence that some or all of the signatures on the petition are  
 266 not authentic or that a petition does not contain the minimum required  
 267 number of valid signatures.

268 (c) If the Judiciary determines that some or all of the signatures are not  
 269 authentic and that the petition does not contain the minimum required  
 270 number of valid signatures, the petition shall be dismissed and the matter  
 271 shall be at an end.

272 (2) *Motion to review the action taken by a board, committee or commission in*  
 273 *approving a removal request.*

274 (a) The Judiciary shall provide the entity the opportunity to present a  
 275 written rebuttal to the motion.

276 (b) The elected official shall have the burden of showing through clear and  
 277 convincing evidence that the entity action was not valid.

278 (c) If the Judiciary determines that the action taken by the entity in  
 279 approving a removal request was invalid, the action shall be dismissed and  
 280 the matter shall be at an end.

281 104.10-3. *Hearing.* Within twenty (20) calendar days after the preliminary review has been  
 282 completed, the Judiciary shall schedule a hearing to determine whether each allegation of the  
 283 petition or removal request has been proven by clear and convincing evidence, and whether such  
 284 allegations constitute sufficient grounds for removal.

285 (a) An elected official whose removal is sought shall have the right to present witnesses  
 286 on his or her behalf; and to cross-examine adverse witnesses.

287 (b) If the Judiciary determines that sufficient grounds have not been proven, the Judiciary  
 288 shall dismiss the petition or removal request. If the Judiciary determines that the  
 289 sufficient grounds have been proven, the Judiciary shall forward the written decision to  
 290 the Oneida Business Committee Chairperson and/or designee.

291

292 **104.11. Final Determination at Oneida Business Committee Meeting**

293 104.11-1. *Special Meeting.* Within forty-five (45) calendar days of receiving the decision from  
 294 the Judiciary, a special Oneida Business Committee meeting shall called for the purpose of  
 295 considering the removal. The only agenda item for the meeting shall be to consider the removal  
 296 of one (1) elected official.

297 104.11-2. *Right to address the Oneida Business Committee.* An elected official whose removal is  
 298 sought shall have the right to address the Oneida Business Committee personally.

299 104.11-3. *Determination.* An elected official may only be removed from office upon the  
 300 affirmative vote of six (6) members of the Oneida Business Committee at the special meeting.

301 104.11-4. *Quorum.* If the Oneida Business Committee meeting fails to obtain a quorum, the  
 302 removal petition or removal request shall be dismissed.

303 104.11-5. *Non-appealable.* There is no appeal from the determination of the Oneida Business  
 304 Committee.

305 104.11-6. Any official who has been removed from office in accordance with this law shall be  
 306 ineligible for election or appointment to any Oneida entity for one (1) year following the date of  
 307 the removal.

308

309

310 *End.*

311 Adopted – GTC-01-09-06-A

312 Amended – BC-05-28-14-B



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



## AGENDA REQUEST FORM

- 1) Request Date: 11/1/2017
- 2) Contact Person(s): Krystal John and Rae Skenandore  
 Dept: Law Office/Land Commission  
 Phone Number: x4375 or x4337 Email: kjohn4@oneidation.org
- 3) Agenda Title: Real Property Law Emergency Amendments
- 4) Detailed description of the item and the reason/justification it is being brought before the LOC:  
Revisions required to removing residential leasing responsibilities from DOLM and  
transferring them to Comprehensive Housing Division and to clarify jurisdiction under  
the law applies to all tribal fee land and not just fee land within the reservation - which  
will clarify and affirm the Oneida Land Commissions authority.

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

- 1) Proposed Redline Draft
- 2) BC Meeting Materials 9/27/17
- 3) BC Minutes Excerpt 9/27/17
- 4) \_\_\_\_\_

- 5) Please list any laws, policies or resolutions that might be affected:  
 \_\_\_\_\_

- 6) Please list all other departments or person(s) you have brought your concern to:  
Comprehensive Housing Division (CHD), DOLM, Land Commission

- 7) Do you consider this request urgent?  Yes  No

If yes, please indicate why:

One is to clarify jurisdiction and the other is to prevent update the law to align with recent OBC action.

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

Signature of Requester:

Krystal L. John

Digitally signed by Krystal L. John  
 DN: cn=Krystal L. John, o=Oneida Law Office, ou, email=kjohn4@oneidation.org, c=US  
 Date: 2017.10.27 10:10:00 -0500

*Please send this form and all supporting materials to:*

**LOC@oneidation.org**

or

**Legislative Operating Committee (LOC)**

P.O. Box 365

Oneida, WI 54155

Phone 920-869-4376

**Title 6. Property and Land – Chapter 601**  
**REAL PROPERTY**  
**Tokálske Kayanláhsla Tsi' Ni'yohuntsya'té**  
*The real/certain laws of the territory of the nation*

601.1. Purpose and Policy	601.7. Title Transfer
601.2. Adoption, Amendment, Repeal	601.8. Probate
601.3. Definitions	601.9. Leasing of Real Property
601.4. General Provisions	601.10. Records
601.5. Holding of Ownership	601.11. Real Estate Education Requirements and Certifications
601.6. Legal Descriptions	601.12. Organization

---

**601.1. Purpose and Policy**

601.1-1. *Purpose.* The purpose of this 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.

601.1-2. *Policy.* It is the policy of the Nation to set out the responsibilities and expectations for persons purchasing and/or managing real property on behalf of the Nation and/or within the Reservation and to provide real property holder's rights and responsibilities. In addition, it is the Nation's policy that probated estates shall be settled expeditiously and without undue delay.

**601.2. Adoption, Amendment, Repeal**

601.2-1. This law was adopted by the Oneida Business Committee by resolution BC-5-29-96-A and amended by resolutions BC-3-01-06-D, BC-04-28-10-E, BC-02-25-15-C and BC-05-13-15-B.

601.2-2. This law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the Legislative Procedures Act.

601.2-3. 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.

601.2-4. 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. Provided that, the Land Ordinance is applicable only to valid land assignments existing as of January 1, 2016 and is hereby repealed upon the expiration of the last existing land assignment.

601.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

**601.3. Definitions**

601.3-1. 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, subject to 601.4-5.

(a) "Broker" means a person who acts as an agent and negotiates the sale, purchase or rental of real property on behalf of others for a fee.

(b) "Certified Survey Map" means a map which provides the legal description of real property and is officially filed and approved by the county, Tribal or municipal governments.

37 (c) “Comprehensive Housing Division” means the division within the Nation under the  
 38 direction of the Comprehensive Housing Division Director which consists of all  
 39 residential services offered by the Nation, including but not limited to, all rental  
 40 programs, the rent-to-own program, and the residential sales and mortgages programs. ~~the~~  
 41 ~~entity responsible for housing matters as defined by Oneida Business Committee~~  
 42 ~~Resolution.~~<sup>†</sup>

43 (d) “Easement” means a real property right to cross or otherwise utilize the land of  
 44 another for a specified purpose.

45 (e) “Estate” means a person’s interest in real property or other property.

46 (f) “Fiduciary” means a person required to act for the benefit of another person on all  
 47 matters within the scope of their relationship and by such a relationship owes another  
 48 duties of good faith, trust, confidence and candor. For the purposes of this law, both  
 49 brokers and salespersons are “fiduciaries.”

50 (g) “Guardian Ad Litem” means a guardian appointed by the Judiciary on behalf of an  
 51 incompetent or minor party.

52 (h) “Individual Fee Land” means real property held in fee status by an individual or  
 53 group of individuals.

54 (i) “Individual Trust Land” means individual Tribal land held in trust by the United  
 55 States of America for the benefit of a Tribal member.

56 (j) “Judiciary” means the judicial system that was established by Oneida General Tribal  
 57 Council resolution GTC-01-07-13-B to administer the judicial authorities and  
 58 responsibilities of the Nation.

59 (k) “Land Use License” means an agreement entered into by the Nation providing a party  
 60 the right to occupy and/or utilize a specified piece of Tribal land for a specific purpose  
 61 and a specific duration, which may require the Nation to be compensated for such use.

62 (l) “Leasehold Mortgage” means a mortgage, deed of trust, or other instrument that  
 63 pledges a lessee’s leasehold interest as security for a debt or other obligation owed by the  
 64 lessee to a lender or other mortgagee.

65 (m) “Nation” means the Oneida Nation.

66 (n) “Personal Representative” means a person to whom authority to administer a  
 67 decedent’s estate have been granted by the Division of Land Management or the  
 68 Judiciary.

69 (o) “Probate” or “Administration” means any proceeding relating to a decedent’s estate,  
 70 whether there is or is not a will.

71 (p) “Real Property” means land and anything growing on, attached to, or erected on the  
 72 land, excluding anything that may be severed without injury to the land.

73 (q) “Reservation” means all the property within the exterior boundaries of the  
 74 Reservation of the Oneida Nation, as created pursuant to the 1838 Treaty with the Oneida  
 75 7 Stat. 566, and any lands added thereto pursuant to federal law.

76 (r) “Restricted Fee Status” means an interest in real property which includes a provision  
 77 in the deed or will that, upon the happening or failure to happen of a certain event, the  
 78 title of the purchaser or devisee will be limited, enlarged, changed or terminated.

<sup>†</sup> See BC Resolutions 08-10-16-L, 10-12-16-B and 10-12-16-D defining the Comprehensive Housing Division for purposes of the Mortgage and Foreclosure law, Eviction and Termination law and Landlord-Tenant law respectively.

79 (s) “Rule” means a set of requirements, including fee schedules, enacted by the  
80 Comprehensive Housing Division, Division of Land Management, Oneida Planning  
81 Department and/or the Oneida Land Commission in accordance with the Administrative  
82 Rulemaking law based on authority delegated in this law in order to implement, interpret  
83 and/or enforce this law.

84 (t) “TAAMS” (Trust Asset and Accounting Management System) means the Bureau of  
85 Indian Affairs system for maintaining and tracking land title documents and all legal  
86 documents relating to land transactions.

87 (u) “Title Status Report” means a report issued by the Bureau of Indian Affairs after a  
88 title examination which shows the proper legal description of a tract of Tribal land;  
89 current ownership, including any applicable conditions, exceptions, restrictions or  
90 encumbrances on records; and whether the land is in unrestricted, restricted, trust, or  
91 other status as indicated by the records in a Land Titles and Records Office.

92 (v) “Tribal Fee Land” means ~~Tribal~~ land held in fee status by the Nation ~~within the~~  
93 ~~Reservation~~.

94 (~~v~~w) “Tribal Land” means Tribal fee land and Tribal trust land.

95 (~~w~~x) “Tribal Member” means an individual who is an enrolled member of the Nation.

96 (~~x~~y) “Tribal Trust Land” means the surface estate of land or any interest therein held by  
97 the United States in trust for the Nation; land held by the Nation subject to federal  
98 restrictions against alienation or encumbrance; land reserved for federal purposes; and/or  
99 land held by the United States in trust for the Nation under Section 17 of the Indian  
100 Reorganization Act, 25 U.S.C §477, et. seq.

#### 101 102 **601.4. General Provisions**

103 601.4-1. *Applicable Real Property.* The provisions of this law extend to all Tribal member’s  
104 individual fee land and Tribal member’s individual trust land within the Reservation boundaries  
105 and all Tribal land.

106 601.4-2. *Tribal Land Base.* The Division of Land Management shall administer all transactions  
107 which add real property to the Tribal land base under the provisions of this law.

108 601.4-3. *Sale of Tribal Land Prohibited.* The sale of Tribal land is specifically prohibited by  
109 this law, unless the intent of the transaction is the consolidation or partition of Tribal trust land  
110 and/or individual trust land.

111 601.4-4. *New Land Assignments Prohibited.* The Nation may not acknowledge any new land  
112 assignments. Further, in order to be eligible for a Tribal loan issued against a real property  
113 interest held as a land assignment, the land assignment shall first be converted to a residential  
114 lease.

115 601.4-5 *Wisconsin Probate Code and its Related Chapters.* In instances where the Nation  
116 lacks definition, procedure, or legal precedent in a probate matter, the Nation shall use  
117 Wisconsin’s Probate Code and its related chapters for guidance.

118 601.4-6. *Wisconsin Real Property Law.* The Nation shall follow all applicable portions of the  
119 Wisconsin Real Property Law when acquiring individual fee land.

120 601.4-7. *No Waiver of Sovereign Immunity.* Nothing in this law may be construed as a waiver  
121 of the Nation’s sovereign immunity.

#### 122 123 **601.5. Holding of Ownership**

124 601.5-1. Interests in real property by more than one (1) person may be held in the following  
125 ways:

126 (a) *Joint Tenancy with the Right of Survivorship*. Pursuant to this ownership mechanism  
 127 each owner has an equal, undivided interest in the real property. When an owner dies,  
 128 his/her share is divided among the remaining owners; the last living owner owns the  
 129 entire property.

130 (1) Real property owned by married persons is held under this mechanism unless  
 131 they have executed a valid marital property agreement specifically stating that the  
 132 real property in question is held as tenants in common.

133 (b) *Tenancy in Common*. Pursuant to this ownership mechanism each owner has a  
 134 percentage of divided interest in the real property. When an owner dies, his/her interest  
 135 is divided among his/her devisees or heirs.

136 (1) Real property owned by more than one (1) person, other than married persons,  
 137 is owned under this mechanism unless a deed or transfer document specifically  
 138 states the real property is held as joint tenants with rights of survivorship.  
 139

#### 140 **601.6. Legal Descriptions**

141 601.6-1. The legal description for any real property transferred under this law shall be derived  
 142 from a certified survey map or survey completed by a registered land surveyor according to  
 143 currently accepted minimum industry standards for property surveys. If the plat of survey  
 144 changes the legal description of the certified survey map for the same piece of property, the  
 145 certified survey map's legal description shall be used on transfer documents along with the  
 146 survey description, which shall be designated as "Also Known As ..." Section, township, range  
 147 and fourth principal meridian shall be included in all legal descriptions.

148 601.6-2. Every land survey shall be made in accordance with the county register of deeds'  
 149 records for fee land, and in accordance with the Oneida Nation Register of Deed's records for  
 150 Tribal Trust Lands and Individual Trust Lands. The surveyor shall acquire data necessary to  
 151 retrace record title boundaries such as deeds, maps, certificates of title, title status reports, Tribal  
 152 leases, Tribal home purchase agreements, center line and other boundary line locations.

153 601.6-3. Legal descriptions defining land boundaries shall be complete, providing unequivocal  
 154 identification of line or boundaries.

155 601.6-4. All surveys prepared for the Nation shall comply with survey requirements outlined in  
 156 the Wisconsin Administrative Code, Chapter A-E7 and indicate setbacks, building locations and  
 157 encroachments, as applicable.

158 601.6-5. Legal descriptions shall be used on transfer documents formalizing a purchase, real  
 159 estate sale, lease, foreclosure, probate transfer, trust acquisition and Tribal resolutions.

160 601.6-6. When real estate is listed, noticed and/or advertised as available for sale, rent or lease  
 161 to Tribal members, the address is an adequate legal description of the real property.  
 162

#### 163 **601.7. Title Transfer**

164 601.7-1. *Trust Acquisition*. The Division of Land Management shall use title companies duly  
 165 registered with the Department of Interior and approved by the Division of Land Management to  
 166 update abstracts or provide title insurance on real property scheduled for trust acquisition.

167 (a) Title companies shall follow general guidelines provided by the federal government  
 168 in terms of form, content, period of search, destroyed or lost records and abstracter's  
 169 certificate.

170 (b) When researching land title for real property within the Reservation which is being  
 171 considered for trust acquisition, the Division of Land Management staff shall request the  
 172 title company to search the title back to the original allottee, in order to assure that  
 173 patents or Indian deeds were legally issued.

174 (c) Any valid liens or encumbrances shown by the commitment for title insurance shall  
175 be eliminated before the title is transferred into trust.

176 (d) After land is in trust both a title search of county records and a title status report  
177 requested by the Division of Land Management from the Bureau of Indian Affairs shall  
178 verify all valid encumbrances, if any, on the title. For the purposes of this section, a valid  
179 encumbrance is one that has been preapproved, in writing, by the Division of Land  
180 Management based on a standard operating procedure that is effective upon approval by  
181 the Oneida Land Commission.

182 (e) Division of Land Management applications to convert Tribal fee land into Tribal trust  
183 land require an Oneida Land Commission resolution approving the said conversion.

184 601.7-2. *Deeds.* A deed is the formal document used by the Division of Land Management to  
185 transfer title from one party to another.

186 (a) A valid deed shall:

187 (1) Be in writing;

188 (2) Identify the grantor (seller) and grantee (buyer);

189 (3) Provide the legal description of the real property;

190 (4) Identify the interest conveyed, as well as any conditions, reservations,  
191 exceptions, or rights of way attached to the interest;

192 (5) Be signed by or on behalf of each of the grantors (sellers);

193 (6) Be signed by or on behalf of each spouse of each of the grantors (sellers), if  
194 applicable; and

195 (7) Be delivered to the grantee (buyer).

196 (b) In addition to the requirements listed in section 601.7-3(a), a deed prepared for trust  
197 acquisition shall include:

198 (1) The federal authority for trust acquisition;

199 (2) Any exceptions or exclusions from the State of Wisconsin's fees or other  
200 transfer requirements;

201 (3) The approximate acreage of the real property being transferred to trust; and

202 (4) The authority and signature of the appropriate Department of Interior official  
203 who accepts the real property into trust.

204 (c) A deed transferring fee simple title shall be recorded in the appropriate register of  
205 deeds office, provided that, once the real property is in trust, the title shall be recorded  
206 with the Oneida Nation Register of Deeds and the Bureau of Indian Affairs Land Titles  
207 and Records Office.

208 601.7-3. *Involuntary Transfer of Title.* All involuntary transfers of title require a hearing and  
209 order from the Judiciary, and may occur in the following ways:

210 (a) Eminent Domain. Eminent domain is the right of the Nation's government to acquire  
211 Tribal member individual fee land within the Reservation for public uses without the  
212 consent of private owners.

213 (1) For the purposes of this section, public uses include, but are not limited to,  
214 environmental protection, streets, highways, sanitary sewers, public utility/sites,  
215 waste treatment facilities and public housing.

216 (2) Prior to exercising eminent domain, the Nation shall first attempt to negotiate  
217 an agreeable taking by making an offer to purchase based on an appraisal of the  
218 real property. The appraisal amount may be based on an appraisal provided by  
219 the Nation. In the event the property owner objects to the Nation's appraisal, they  
220 may obtain an independent appraisal at their own cost. For the purposes of this  
221 section, an appraisal means process for estimating a piece of real property's value.

2017 11 01

- 222 (3) The Nation's exercise of eminent domain may be appealed to the Judiciary.  
 223 (b) Foreclosure. Foreclosures may occur subject to the Mortgage and Foreclosure law  
 224 when a Tribal member ceases payment on a leasehold mortgage.  
 225 (c) Tribal Land Consolidation. Section 207 of the Indian Land Consolidation Act  
 226 (Pub.L. No. 97-459, 96 Stat. 2515, and amended on October 30, 1984 by Pub.L. No. 98-  
 227 608, 98 Stat. 3171) is incorporated into this law, which provides a mechanism for real  
 228 property within the Reservation to escheat, or pass, to the Nation.  
 229 (1) Pursuant to section 207 of the Indian Land Consolidation Act, an ownership  
 230 interest in real property escheats, or passes, to the Nation under the following  
 231 circumstances, provided that the Nation shall provide just compensation for the  
 232 interest:  
 233 (A) The real property is within the Reservation boundaries;  
 234 (B) The decedent's ownership in the given parcel of land is two percent  
 235 (2%) or less of the total acreage; and  
 236 (C) The interest is incapable of earning one hundred dollars (\$100.00) in  
 237 any one (1) of the five (5) years immediately following the decedent's  
 238 death.  
 239 (2) A decedent's heirs may appeal a land consolidation under this section to the  
 240 Judiciary.  
 241 (3) Land consolidation is subject to the probate requirements, as included in this  
 242 law and accompanying rules.  
 243 (d) Transferring Interests Inherited by Non-Tribal Members. If the owner of an interest  
 244 of real property which is held in trust or restricted fee status located within the  
 245 Reservation devises such interest to a non-Tribal member, the Nation may acquire the  
 246 said interest by paying the fair market value of the interest determined as of the date of  
 247 the decedent's death. Such transfer is effective upon receipt of an order transferring  
 248 inherited interests from the Judiciary pursuant to section 205 of the Indian Land  
 249 Consolidation Act.  
 250 (1) An order transferring inherited interests may not be granted if:  
 251 (A) While the decedent's estate is pending, the non-Indian devisee  
 252 denounces his or her interest in favor of a Tribal member person;  
 253 (B) The interest is part of a family farm that is devised to a member of the  
 254 immediate family of the decedent, provided that such a restriction shall be  
 255 recorded as part of the deed relating to the interest involved; or  
 256 (C) The devisee agrees in writing that the Nation may acquire the interest  
 257 for fair market value only if the interest is offered for sale to a person or  
 258 entity that is not a member of the immediate family of the owner of the  
 259 interest.  
 260 (e) Easements for Landlocked Properties. The Division of Land Management and the  
 261 Oneida Land Commission shall jointly develop rules regarding requests for easements for  
 262 landlocked properties.  
 263 601.7-4. Division of Land Management shall work with the Oneida Law Office in order to  
 264 pursue an involuntary transfer of title.  
 265  
 266 **601.8. Probate**  
 267 601.8-1. The Division of Land Management shall process and administer probate estates and,  
 268 where necessary, shall refer probate estates to the Oneida Judiciary for formal administration.

269 The Division of Land Management and the Oneida Land Commission shall jointly create any  
270 rules necessary to administer probate estates. The Division of Land Management shall:

- 271 (a) Process applications for probate administration;
- 272 (b) Receive proof of heirship demonstrating a party is entitled to receive an intestate  
273 decedent's property pursuant to applicable laws and rules;
- 274 (c) Receive consent to serve forms and in undisputed matters, issue domiciliary letters;
- 275 (d) Require and receive affidavits of service;
- 276 (e) Receive waiver and consent to probate administration forms and any related  
277 affidavits;
- 278 (f) Issue notice to creditors of the probate's administration, receive creditor claims for  
279 consideration and settlement, and issue discharge of creditors when appropriate;
- 280 (g) Receive and process all estate inventories;
- 281 (h) Receive and process, when possible, land transactions in accordance with this law and  
282 receive proof of recording documents;
- 283 (i) Receive estate receipts;
- 284 (j) In undisputed matters, receive and process statement of personal representative to  
285 close estate and issue discharge of personal representative; and
- 286 (k) Refer disputed matters to the Judiciary, transfer probate and related documents, and  
287 participate in the Judiciary's proceedings as necessary.

288 601.8-2. The Judiciary shall hear and administer disputed probate estates or matters requiring  
289 appointment of a guardian ad litem and shall have all the above powers conferred upon the  
290 Division of Land Management in such cases. In addition, the Judiciary shall hear and administer  
291 probate estates in which the Division of Land Management seeks appointment as a personal  
292 representative.

293

#### 294 **601.9. Leasing of Real Property**

295 601.9-1. In accordance with the Leasing law, ~~The~~ the Division of Land Management shall  
296 administer and process all leasing of Tribal land for ~~residential~~, agricultural and commercial  
297 purposes and the Comprehensive Housing Division shall administer and process all leasing of  
298 Tribal land for residential purposes in accordance with the Leasing law. The Leasing law  
299 definition of Tribal land does not include Tribal fee land; however, pursuant to this law, ~~the~~  
300 Division of Land Management the responsible parties designated herein shall administer and  
301 process ~~all~~ leases of both of Tribal fee land and Tribal trust land in accordance with the Leasing  
302 law. ~~lasting longer than one (1) year that are not made as part of the homeownership program~~  
303 using federal funding in accordance with the Leasing law.

304

#### 305 **601.10. Records**

306 601.10-1. *Purpose.* The Division of Land Management shall oversee the administration of the  
307 Oneida Nation Register of Deeds which shall accept and record documents related to real  
308 property located within the Reservation and all Tribal fee land.

309 601.10-2. *Types of Records.* The Oneida Nation Register of Deeds may only accept documents  
310 that provide evidence of activities affecting real property title, preserve the record of a title  
311 document and give constructive notice of changes to a title document. Further, said documents  
312 shall be originals, signed duplicates or certified copies. The following documents may be  
313 accepted by the Oneida Nation Register of Deeds.

- 314 (a) Deeds;
- 315 (b) Probate orders;
- 316 (c) Mortgages and other valid liens;

- 317 (d) Easements, covenants, and restrictions;
- 318 (e) Certified survey maps and plats of survey;
- 319 (f) Patents;
- 320 (g) Declarations of involuntary transfer or taking;
- 321 (h) Satisfactions;
- 322 (i) Leases made pursuant to the Leasing law;
- 323 (j) Home ownership agreements made pursuant to the Landlord-Tenant law;
- 324 (k) Marriage agreements; and
- 325 (l) Correction of title defects.

326 601.10-3. *Accessibility*. The Oneida Nation Register of Deeds shall provide open access to land  
327 records and title documents.

328 601.10-4. *Trust Land*. All documents pertaining to Tribal trust land and Individual trust land  
329 shall be recorded with the Oneida Nation Register of Deeds and the Bureau of Indian Affairs  
330 Land Titles and Records Office.

331 601.10-5. *Tribal Seal*. The Nation's Secretary shall provide the Division of Land Management  
332 with the Nation's seal to be used to authenticate documents which are certified by the Oneida  
333 Nation Register of Deeds.

334

### 335 **601.11. Real Estate Education Requirements and Certifications**

336 601.11-1. *Wisconsin Real Estate Education and Exam Required*. All persons engaging in the  
337 acquisition of Tribal fee land on behalf of the Nation, specifically those performing real estate  
338 closings, shall pass the Wisconsin Real Estate License Exam. Such persons are not required to  
339 obtain a Wisconsin Real Estate License, but are required to fulfill the pre-license education  
340 requirement, pass the licensing exam and fulfill a minimum of twelve (12) hours or four (4)  
341 courses of continuing education requirements as required of Wisconsin real estate licensees. The  
342 Division of Land Management Director shall select which continuing education courses are  
343 required and the Oneida Law Office shall provide the Director with a recommendation. In  
344 addition to Wisconsin's minimum education requirements as applied to the Nation's real estate  
345 employees in this law, the Division of Land Management shall require such employees to attend  
346 real estate training specific to the Nation's goals and unique positions as the Oneida Law Office  
347 shall offer on an as-needed basis.

348 (a) While Wisconsin real estate law allows persons engaged in the sale of real estate to  
349 earn a commission, persons acquiring Tribal fee land on behalf of the Nation are regular  
350 employees of the Nation and, therefore, shall waive any commission for which they  
351 might otherwise be eligible.

352 (b) It is critical to the Oneida Nation's goal to reacquire property within the original  
353 Reservation boundaries to have employees educated and experienced in executing real  
354 estate transactions. Accordingly, the Division of Land Management shall employ a  
355 minimum of one (1) employee whose primary focus is real estate acquisitions and shall  
356 ensure that a minimum of two (2) employees are educated and trained as backups to the  
357 primary.

358 601.11-2. *TAAMS Certification Required*. All persons responsible for encoding leasing  
359 information shall obtain a TAAMS certification, which includes, but is not limited to, the  
360 following positions:

- 361 (a) Residential and Commercial Leasing Specialists;
- 362 (b) Land Title and Trust Manager; and
- 363 (c) Title Examiner.

364 601.11-3. *Fiduciary Responsibility.* All persons engaged in the buying or selling of Tribal land  
 365 shall, at all times, act as a fiduciary to the Nation. Further, all such persons shall comply with all  
 366 applicable Tribal and federal laws.  
 367

368 **601.12. Organization**

369 601.12-1. *Comprehensive Housing Division.* The Comprehensive Housing Division shall  
 370 oversee all residential transactions, ~~excluding residential leases~~, within the Reservation and shall  
 371 process and administer said transactions using the applicable of the Landlord-Tenant law, the  
 372 Mortgage and Foreclosure law, the Leasing law and/or the Eviction and Termination law. In  
 373 addition, the Oneida Land Commission and the Comprehensive Housing Division shall exercise  
 374 joint rulemaking authority to provide process requirements, including but not limited to  
 375 advertising, notice, prequalification, and selection, that apply in all circumstances when the  
 376 Nation is selling a residential property.

377 601.12-2. *Oneida Land Commission.* The Oneida Land Commission is comprised of seven (7)  
 378 elected Tribal members and shall:

379 (a) Interpret the provisions of this law and create policy to guide the Division of Land  
 380 Management in implementing the same;

381 (b) Approve or deny all easements and land use licenses;

382 (c) Review and adopt the Division of Land Management's standard operating procedures  
 383 for entering into agriculture and commercial leases pursuant to the Leasing law;

384 (d) Approve or deny all acquisition of Tribal land;

385 (e) Allocate and assign land uses to all Tribal land, except those uses governed by the  
 386 Public Use of Tribal Land law, based on the Land Use Technical Unit rules which the  
 387 Oneida Planning Department shall develop in collaboration with affected Oneida  
 388 divisions and departments and the Oneida Land Commission; and

389 (f) Name all buildings, roads, parks and the like on Tribal land.

390 601.12-3. *Division of Land Management.* The Division of Land Management shall implement  
 391 this law in accordance with the policy directives provided by the Oneida Land Commission. The  
 392 Division of Land Management shall:

393 (a) Forward requests for easements and land use licenses to the Oneida Land  
 394 Commission based on the easement and land use license rules jointly developed by the  
 395 Division of Land Management and the Oneida Land Commission;

396 (b) Administer and oversee the Oneida Nation Register of Deeds;

397 (c) Enter into and administer ~~residential~~, agricultural and commercial leases pursuant to  
 398 the Leasing law and the Eviction and Termination law and any corresponding rules;

399 (d) Prepare title reports and process trust transactions; and

400 (e) Process land acquisition transactions as approved by the Oneida Land Commission.  
 401

402 *End.*  
 403

---

404  
 405  
 406 Adopted - BC-5-29-96-A  
 407 Amended-BC-3-01-06-D  
 408 Amended-BC-04-28-10-E  
 409 Amended - BC-02-25-15-C  
 410 Amended-BC-05-13-15-B

### C. New Business

**1. Approve final Comprehensive Housing Division Organizational Chart and accept next steps as information (1:14:53)**

Sponsor: Dana McLester, Division Director/Comprehensive Housing

Motion by Lisa Summers to approve the final Comprehensive Housing Division Organization Chart dated September 27, 2017; to accept the next steps as information; and to move the chart into open session, seconded by David P. Jordan. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen,  
Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Motion by Lisa Summers for the Oneida Business Committee sub-teams to provide an update on the transitions of the Public Works Division, Land & Environment Division and Community & Economic Division and that the Direct Reports for these areas be included for the discussion, noting that Councilwoman Jennifer Webster's Office will be in charge of coordinating the update, seconded by Trish King. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen,  
Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

**2. Review resolution entitled Strategic Workforce Planning - Budget - Implementation for Oneida Nation (1:16:32)**

Sponsor: Trish King, Treasurer

Motion by Lisa Summers to move the resolution entitled Strategic Workforce Planning - Budget - Implementation for Oneida Nation into open session, seconded by Kirby Metoxen. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen,  
Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

*Resolution moved into open session as item V.I.*

Motion by Lisa Summers that the supplemental meeting materials submitted by the Human Resources Dept. be accepted as information, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen,  
Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Motion by Lisa Summers that the Officers be responsible for sending out the identified correspondence to the organization regarding this resolution being implemented, seconded by Trish King. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen,  
Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

**3. Discuss the Nation's Property Tax Liability Threshold and determine the appropriate next steps based on the discussion (1:20:58)**

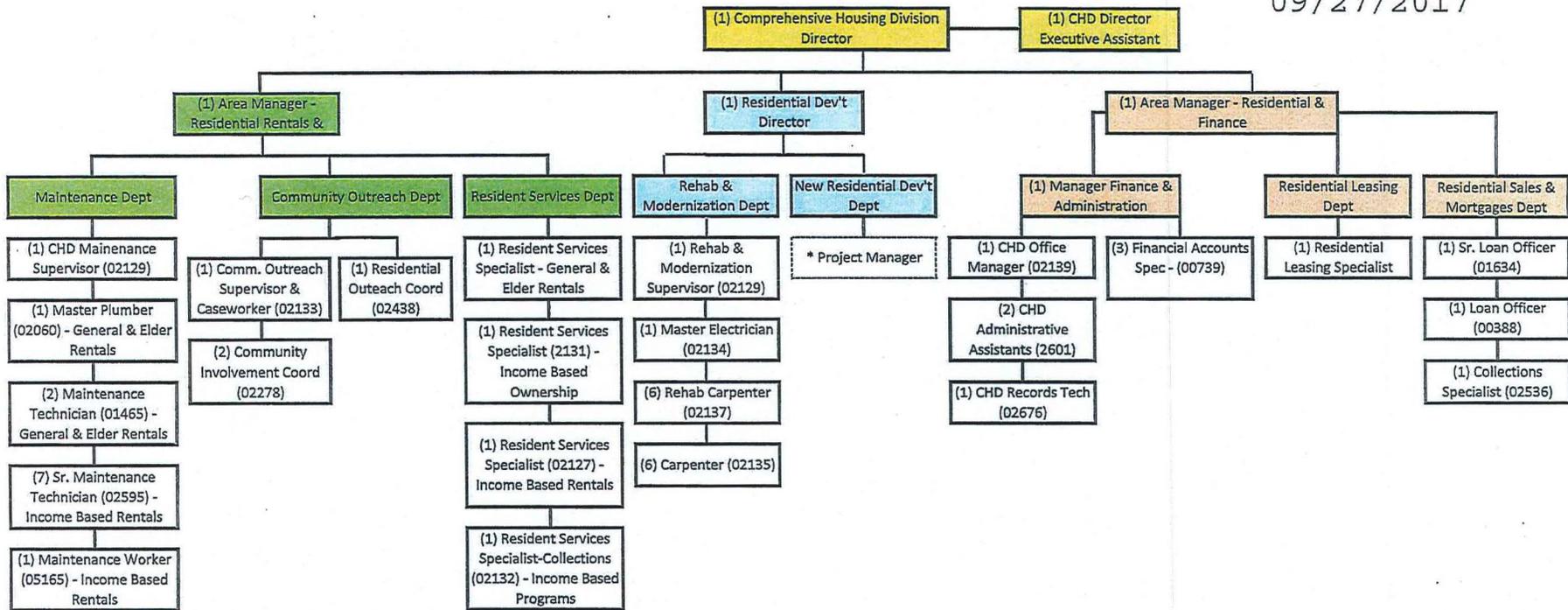
Sponsor: Lisa Summers, Secretary

Motion by Lisa Summers to accept the request as information; and to defer the request to the Land Management Division Director for follow-up, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen,  
Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

\*\*\*MOVED TO OPEN SESSION FROM EXECUTIVE SESSION ITEM - XII.C.01.\*\*\*

09/27/2017



Oneida Business Committee (OBC) approval of this organizational chart supersedes prior OBC action taken by motion at the November 13, 2013 meeting regarding Oneida Housing Authority management.

----- Original message -----

From: LOC <[LOC@oneidanation.org](mailto:LOC@oneidanation.org)>

Date: 10/16/17 1:29 PM (GMT-06:00)

To: "David P. Jordan" <[djordan1@oneidanation.org](mailto:djordan1@oneidanation.org)>, "Leyne C. Orosco" <[lorosco@oneidanation.org](mailto:lorosco@oneidanation.org)>, "Kirby W. Metoxen" <[KMETOX@oneidanation.org](mailto:KMETOX@oneidanation.org)>, "Rosa J. Laster" <[rlaster@oneidanation.org](mailto:rlaster@oneidanation.org)>, "Jennifer A. Webster" <[JWEBSTE1@oneidanation.org](mailto:JWEBSTE1@oneidanation.org)>, "Jessica L. Wallenfang" <[JWALLENF@oneidanation.org](mailto:JWALLENF@oneidanation.org)>, "Ernest L. Stevens" <[esteven4@oneidanation.org](mailto:esteven4@oneidanation.org)>, "Shannon M. King" <[sking1@oneidanation.org](mailto:sking1@oneidanation.org)>, "Daniel P. Guzman" <[dguzman@oneidanation.org](mailto:dguzman@oneidanation.org)>, "Melinda J. Danforth" <[mdanforj@oneidanation.org](mailto:mdanforj@oneidanation.org)>

Subject: E-Poll Request: LOC 4th Quarter Report

#### Executive Summary

The LOC's FY17 Fourth Quarter Report is due to the Secretary's Office this week. Because the 10/18/17 LOC meeting has been cancelled, due to the NCAI annual conference- an e-poll is necessary to approve the fourth quarter report and forward to the Secretary's Office.

#### Requested Action

Motion to approve the Legislative Operating Committee's FY17 Fourth Quarter Report and forward to the Business Committee for approval.

#### Deadline for Response

October 18, 2017 at 4:30pm.

Thank You-

From: David P. Jordan Sent: Mon 10/16/2017 1:33 PM  
 To: LOC  
 Cc: Leyne C. Orosco; Kirby W. Metoxen; Rosa J. Laster; Jennifer A. Webster; Jessica L. Wallenfang; Ernest L. Stevens; Shannon M. King; Daniel P. Guzman; Melinda J. Danforth  
 Subject: Re: E-Poll Request: LOC 4th Quarter Report

Approve

From: Jennifer A. Webster Sent: Mon 10/16/2017 1:35 PM  
 To: LOC; David P. Jordan; Leyne C. Orosco; Kirby W. Metoxen; Rosa J. Laster; Jessica L. Wallenfang; Ernest L. Stevens; Shannon M. King; Daniel P. Guzman; Melinda J. Danforth  
 Cc:  
 Subject: Re: E-Poll Request: LOC 4th Quarter Report

Approve,  
 Jenny

From: Ernest L. Stevens Sent: Mon 10/16/2017 2:39 PM  
 To: LOC; David P. Jordan; Leyne C. Orosco; Kirby W. Metoxen; Rosa J. Laster; Jennifer A. Webster; Jessica L. Wallenfang; Shannon M. King; Daniel P. Guzman; Melinda J. Danforth  
 Cc:  
 Subject: Re: E-Poll Request: LOC 4th Quarter Report

Approve

From: Kirby W. Metoxen Sent: Mon 10/16/2017 3:03 PM  
 To: LOC; David P. Jordan; Leyne C. Orosco; Rosa J. Laster; Jennifer A. Webster; Jessica L. Wallenfang; Shannon M. King; Daniel P. Guzman; Melinda J. Danforth; Ernest L. Stevens  
 Cc:  
 Subject: Re: E-Poll Request: LOC 4th Quarter Report

I approve. KIRBY

From: Daniel P. Guzman Sent: Mon 10/16/2017 3:17 PM  
 To: LOC; David P. Jordan; Leyne C. Orosco; Kirby W. Metoxen; Rosa J. Laster; Jennifer A. Webster; Jessica L. Wallenfang; Ernest L. Stevens; Shannon M. King; Melinda J. Danforth  
 Cc:  
 Subject: Re: E-Poll Request: LOC 4th Quarter Report

Approve

----- Original Message -----

Subject: E-Poll: Community Support Fund Extension

From: LOC <[LOC@oneidanation.org](mailto:LOC@oneidanation.org)>

Date: Oct 17, 2017, 3:34 PM

To: "David P. Jordan" <[djordan1@oneidanation.org](mailto:djordan1@oneidanation.org)>,"Leyne C. Orosco" <[lorosco@oneidanation.org](mailto:lorosco@oneidanation.org)>,"Kirby W. Metoxen" <[KMETOX@oneidanation.org](mailto:KMETOX@oneidanation.org)>,"Rosa J. Laster" <[rlaster@oneidanation.org](mailto:rlaster@oneidanation.org)>,"Jennifer A. Webster" <[JWEBSTE1@oneidanation.org](mailto:JWEBSTE1@oneidanation.org)>,"Jessica L. Wallenfang" <[JWALLENF@oneidanation.org](mailto:JWALLENF@oneidanation.org)>,"Ernest L. Stevens" <[esteven4@oneidanation.org](mailto:esteven4@oneidanation.org)>,"Shannon M. King" <[sking1@oneidanation.org](mailto:sking1@oneidanation.org)>,"Daniel P. Guzman" <[dguzman@oneidanation.org](mailto:dguzman@oneidanation.org)>,"Melinda J. Danforth" <[mdanforj@oneidanation.org](mailto:mdanforj@oneidanation.org)>

**Executive Summary**

This resolution will extend the Effective Date of the Community Support Fund Law for a third time. Because the 10/18/17 LOC meeting is cancelled, and this resolution needs to be considered by the Business Committee on 10/25/17, an e-poll is necessary.

**Requested Action**

Approve the SOE for Resolution: Third Extension of the Effective Date of the Community Support Fund Law and forward to the Business Committee for consideration.

**Deadline for Response**

October 19, 2017 at 10:00am

You will find the back-up material attached.

Thank You-

From: Kirby W. Metoxen Sent: Tue 10/17/2017 3:36 PM  
To: LOC  
Cc:  
Subject: Fwd: E-Poll: Community Support Fund Extension  
Message Community Support Rule.pdf (283 K3)

Support Kirby  
Get [Outlook for Android](#)

From: Jennifer A. Webster Sent: Tue 10/17/2017 6:53 PM  
To: LOC; David P. Jordan; Leyne C. Orosco; Kirby W. Metoxen; Rosa J. Laster; Jessica L. Wallenfang; Ernest L. Stevens; Shannon M. King; Daniel P. Guzman; Melinda J. Danforth  
Cc: Clorissa N. Santiago  
Subject: Re: E-Poll: Community Support Fund Extension

Support.  
Jenny

From: David P. Jordan Sent: Wed 10/18/2017 8:14 AM  
To: LOC; Leyne C. Orosco; Kirby W. Metoxen; Rosa J. Laster; Jennifer A. Webster; Jessica L. Wallenfang; Ernest L. Stevens; Shannon M. King; Daniel P. Guzman; Melinda J. Danforth  
Cc: Clorissa N. Santiago  
Subject: RE: E-Poll: Community Support Fund Extension

Support

From: Daniel P. Guzman Sent: Wed 10/18/2017 8:44 AM  
To: LOC; David P. Jordan; Leyne C. Orosco; Kirby W. Metoxen; Rosa J. Laster; Jennifer A. Webster; Jessica L. Wallenfang; Ernest L. Stevens; Shannon M. King; Melinda J. Danforth  
Cc: Clorissa N. Santiago  
Subject: Re: E-Poll: Community Support Fund Extension

Approve

# November 2017

November 2017

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2017

Su	Mo	Tu	We	Th	Fr	Sa
						1
	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Oct 29 - Nov 4	Oct 29	30	31	Nov 1	2	3	4
				9:00am 3:00pm LOC (BC_Conf_Room) - LOC  5:00pm 7:00pm Sanctions and Penalties for Elected an			
Nov 5 - 11	5	6	7	8	9	10	11
				8:30am 4:30pm BC Meeting (Business Committee Conference Room, 2nd Floor Norbert Hill Center)			
Nov 12 - 18	12	13	14	15	16	17	18
	GTC		3:00pm 4:30pm LOC Prep (BC_Exec_Conf_Room) - Jennifer A. Falck	9:00am 3:00pm LOC (BC_Conf_Room) - LOC			
Nov 19 - 25	19	20	21	22	23	24	25
			3:00pm 4:30pm LOC Prep (BC_Conf_Ro  3:00pm 4:30pm LOC Prep (BC_Exec_Con  3:00pm 4:30pm LOC Prep (BC	8:30am 4:30pm BC Meeting (Business Committee Conference Room, 2nd Floor Norbert Hill			
Nov 26 - Dec 2	26	27	28	29	30	Dec 1	2

# December 2017

December 2017

January 2018

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	Nov 26	27	28	29	30	Dec 1	2
Nov 26 - Dec 2							
	3	4	5	6	7	8	9
Dec 3 - 9			3:00pm 4:30pm FW: LOC Prep (BC_Exec_Conf_Room) - Jennifer A. F	9:00am 3:00pm LOC (BC_Conf_Room) - LOC			
	10	11	12	13	14	15	16
Dec 10 - 16				8:30am 4:30pm BC Meeting (Business Committee Conference Room, 2nd Floor Norbert			
	17	18	19	20	21	22	23
Dec 17 - 23			3:00pm 4:30pm LOC Prep (BC 3:00pm 4:30pm LOC Prep (BC 3:00pm 4:30pm LOC Prep (BC	9:00am 3:00pm LOC (BC_Conf_Room) - LOC			
	24	25	26	27	28	29	30
Dec 24 - 30				8:30am 4:30pm BC Meeting (Business Committee Conference Room, 2nd FI			
	31	Jan 1, 18	2	3	4	5	6
Dec 31 - Jan 6							