Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54155-0365
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# LEGISLATIVE OPERATING COMMITTEE MEETING AGENDA

Business Committee Conference Room-2nd Floor Norbert Hill Center
November 15, 2017 9:00 a.m.

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

**II. Minutes to be approved**

1. November 1, 2017 LOC Meeting Minutes (pg. 2)

**III. Current Business**

1. Landlord Tenant Amendments (pg. 4)

**IV. New Submissions**

1. Budget Management and Control Amendments (pg. 36)

**V. Additions**

**VI. Administrative Updates**

1. GTC Annual Report (pg. 37)

**VII. Executive Session**

**VIII. Recess/Adjourn**

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# LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2nd Floor Norbert Hill Center
November 01, 2017
9:00 a.m.

**Present:** David P. Jordan, Kirby Metoxen, Ernie Stevens III
**Excused**: Jennifer Webster, Daniel Guzman King
**Others Present:** Candice Skenandore, Clorissa Santiago, Jen Falck, Lee Cornelius, Bonnie Pigman, Rosa Laster, Rae Skenandore, Evander Delgado, Krystal John, Kelly McAndrews, Victoria Flowers, Robert Collins, Cathy Bachhuber, Laura Laitinen-Warren, Maureen Perkins, Ed Delgado

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

1. Motion by Kirby Metoxen to adopt the agenda with the addition of the LOC request for Special GTC Meeting E-poll; seconded by Ernie Stevens III. Motion carried unanimously.

## II. Minutes to be approved

1. Motion by Ernie Stevens III to approve the October 4, 2017 LOC minutes and forward to the Oneida Business Committee for consideration; seconded by Kirby Metoxen. Motion carried unanimously.

## III. Current Business

1. **Petition Dodge – Law Firm for GTC** *(1:50 – 3:13)*
   Motion by Kirby Metoxen to approve the Petition: Dodge- Law Firm for GTC 45 day update and forward to the Oneida Business Committee for consideration; seconded by Ernie Stevens III. Motion carried unanimously.

2. **Petition G. Powless – Banishment Law Resolution** *(3:15 – 3:42)*
   Motion by Kirby Metoxen to approve the Petition: G. Powless-Banishment Law Resolution 45 day update and forward to the Oneida Business Committee for consideration; seconded by Ernie Stevens III. Motion carried unanimously.

3. **Landlord-Tenant Amendments** *(3:43 – 4:15)*
   Motion by Ernie Stevens III to approve the public meeting comment review memo and direct that the Landlord-Tenant Amendments adoption packet along with the fiscal impact statement be submitted for the November 15, 2017 LOC meeting; seconded by Kirby Metoxen. Motion carried unanimously.

4. **Active Files List Update** *(4:24 – 4:47)*
   Motion by Kirby Metoxen approve the 60 day active files list update and continue development of all the items on the active files list; seconded by Ernie Stevens III.


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Motion carried unanimously.

**IV. New Submissions**

1. **Environment Review Law** *(4:50 - 15:40)*
   Motion by Ernie Stevens III to deny the request and amend the Real Property Law to allow for rulemaking; seconded by Kirby Metoxen. Motion carried unanimously.

2. **Removal Law Amendments** *(15:45 – 24:38)*
   Motion by Kirby Metoxen to deny the request and to move forward with the Sanctions Law, seconded by Ernie Stevens III. Motion carried unanimously.

3. **Real Property Law Emergency Amendments** *(24:39 - 27:38)*
   Motion by Ernie Steven III to add the Real Property Law Emergency Amendments to the active file list with himself as the sponsor; seconded by Kirby Metoxen. Motion carried unanimously.

**V. Additions – None**

**VI. Administrative Updates**

1. **FY17 Fourth Quarter LOC Report** *(27:46 – 28:12)*
   Motion by Ernie Stevens III to enter the E-poll dated October 16, 2017 regarding the FY17 Fourth Quarter LOC Report into the record; seconded by Kirby Metoxen. Motion carried unanimously.

2. **Community Support Fund Extension E-poll** *(28:15 – 28:57)*
   Motion by Kirby Metoxen to enter the E-poll dated October 17, 2017 regarding the Resolution: Third Extension of the Effective Date of the Community Support Fund Law; seconded by Ernie Stevens III. Motion carried unanimously.

3. **LOC Request for Special GTC Meeting E-poll** *(28:59 – 29:56)*
   Motion by Ernie Stevens III to enter the E-poll dated October 30, 2017 regarding the LOC's request for a Special GTC meeting to discuss the Employment Law and the tribal reorganization project; seconded by Kirby Metoxen. Motion carried unanimously.

**VII. Executive Session**

**VIII. Adjourn**

Motion by Ernie Stevens III to adjourn the November 01, 2017 Legislative Operating Committee meeting at 9:30 a.m.; seconded by Kirby Metoxen. Motion carried unanimously.

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Legislative Operating Committee
November 15, 2017

# Landlord-Tenant Amendments

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



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**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 Thurner. 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


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

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

**11/01/17:** Motion by Ernie Stevens III to approve the public meeting comment review memo and direct that the Landlord-Tenant Amendments adoption packet along with the fiscal impact statement be submitted for the November 15, 2017 LOC meeting; seconded by Kirby Metoxen. Motion carried unanimously.

**Next Steps:**

-Approve the adoption packet and forward to the OBC for consideration.



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TO: Oneida Business Committee
FROM: David P. Jordan, LOC Chairperson
DATE: November 22, 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.
- Amend the definition of Comprehensive Housing Division in accordance with resolution BC-09-27-17-H.

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, December 8, 2017.

**Requested Action**
Approve the Resolution: Landlord-Tenant (Law) Amendments

**BC Resolution _____**

*Landlord-Tenant (Law) Amendments*

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

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

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

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

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

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

- 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 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.
- Amend the definition of Comprehensive Housing Division in accordance with resolution BC-09-27-17-H.

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

**NOW THEREFORE BE IT RESOLVED,** that the amendments to the Landlord-Tenant law are hereby adopted and shall become effective on December 8, 2017 in accordance with the Legislative Procedures Act.

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**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



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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.



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# MEMORANDUM

To: Lawrence Barton, Chief Financial Officer
RaLinda R. Ninham-Lamberies, Assistant Chief Financial Officer

From: Rae Skenandore, Financial Management Analyst

Date: November 7, 2017

Re: **Financial Impact of the Amendments to the Landlord Tenant Law**

## I. Estimated Fiscal Impact Summary

| **Law:** Landlord Tenant Law Amendments | | Redline to Current |
|---|---|---|
| **Implementing Agency** | Comprehensive Housing Division<br>Oneida Land Commission | |
| **Estimated time to comply** | Consistent with the Legislative Procedures Act (10 days) | |
| **Estimated Impact** | **Current Fiscal Year** | **10 Year Estimate** |
| **Total Estimated Fiscal Impact** | No impact | No impact |

## II. Background

The Landlord Tenant Law was adopted by BC-10-12-16-C and amended through emergency resolutions BC-01-25-17-C and BC-07-26-17-I.

## III. Summary of Content

- The Comprehensive Housing Division definition was updated.
- Rental Agreements are restricted to one year or less unless they are rent to own contracts.
- A definition for Tribal member was added to the Law.
- Minimum rental eligibility requirements were added and criteria for rules that prohibit the consideration of debt or evictions from entities other than the Comprehensive Housing Division and allow the consideration of debt owed to a utility provider that is over two hundred dollars ($200).

- If a deceased tenant was the only individual listed on the rental agreement, the tenancy is terminated immediately upon the death.
- If a deceased tenant has another adult listed on the rental agreement, they will assume tenancy responsibilities under the rental agreement.
    - for six (6) months after the landlord becomes aware of the tenant's death. Any extensions requires an amendment to the rental agreement.
- If the co-tenant of a deceased tenant is ineligible for the rental agreement, they may remain in the premises:
    - If they currently have a standard rental agreement, not a rent to own agreement.
    - If the rental agreement was rent-to-own the remaining tenant may occupy the premises for a maximum of 6 months.
    - If there is a Tribal minor child occupying the premises with a non-tribal co-tenant, they may remain in the premises under the rent-to-own agreement under the following conditions:
        - Transfer the premises and the rent-to-own agreement to an adult Tribal member child who agrees to live in the premises.
        - Sign an agreement indicating that the premises and the rent-to-own agreement shall be transferred to the minor, who is a Tribal member, when the minor is eighteen (18) years old.
        - The rent to own agreement and conveyance will be postponed, at no cost, until the minor child turns 18 years of age.
    - A limited term rental agreement shall be executed if an ineligible co-tenant either has no minor children in the premises that are Tribal members or declines transferring the agreement to the minor child.
    - Where a rent-to-own agreement is terminated due to the death of a tenant that results in the ineligibility of the co-tenant, the landlord will pay the remaining co-tenant all paid in equity accrued according to the rental agreement.

## IV. Methodology and Assumptions

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

Finance does NOT identify the source of funding for the estimated cost or allocate any funds to the legislation.

The analysis was completed based on the information provided as of the date of this memo.

## V. Executive Summary of Findings

The Comprehensive Housing Division (CHD) anticipates that the minimal requirements and improved process may result in a cost savings when compared to current practices. However, without historical data, it is not possible to quantify a specific dollar amount. Currently, when there is a death of a tenant or if a rent to own agreement is terminated, if there is any equity, it is paid out less any damages. According to CHD, the amendments will not require any additional funding for startup costs, personnel, office, or documentation costs. The amendments can be implemented within the time frame of the Legislative Procedures Act, or 10 days from approval.

## VI. Financial Impact

No impact.

## VII. Recommendation

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

# Landlord-Tenant Permanent Amendments Legislative Analysis

## SECTION 1. BACKGROUND

| REQUESTER: Krystal L. John | SPONSOR: David P. Jordan | DRAFTER: Krystal L. John | ANALYST: Maureen Perkins |
|---|---|---|---|
| **Intent of Proposed Amendments** | 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. | | |
| **Purpose of the Law** | To provide mechanisms for protecting the rights of the landlords and tenants within the reservation *[see 611.1-1]*. | | |
| **Affected Entities** | Comprehensive Housing Division, Land Commission, Oneida Tribal members, their spouses and occupants who rent and occupy premises under this law. | | |
| **Affected Legislation** | Eviction and Termination, Administrative Rulemaking, Building Code, Zoning and Shoreline Protection Ordinance, Pardon and Forgiveness, and Real Property | | |
| **Enforcement/Due Process** | The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions taken pursuant to this law and/or a rental agreement *[see 611.10-1]*. | | |
| **Public Meeting** | Public meetings were 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

**A.** This amendment to the law permanently adopts the emergency amendment adopted by resolutions BC-1-25-17-C and BC-07-26-17-I and includes additional provisions directed by the OBC. This is the correct legislative process.

**C.** The emergency amendments were added to the Active Files List on December 21, 2016, and were adopted by resolution BC-1-25-17-C and adopted by emergency extension by resolution BC-07-26-17-I and expire 01-26-18.

**D.** The current amendments permanently adopt the emergency amendments and include the additional provision related to the minimum eligibility requirements *[see 611.4-2(f)(1) and (2)]*, prior evictions and debt owed from outside the Nation are not considered other than past due utility bills in excess of $200 *[see 611.4-2 (f) (1) and (2)]* and provisions related to non-Tribal member tenants that have the option to remain in the rent-to-own agreement if they have a child who is a Tribal member and agree to convey the property to the child upon turning 18 or immediately transfer the premises and the rent-to-own agreement to an adult child who is a Tribal member if the qualifying Tribal member becomes deceased prior to completing the rent-to-own agreement *[see 611.9-4(b)]*. A public meeting was held 6/5/17 and an additional public meeting is proposed for 10/19/2017.

## SECTION 5. CONTENTS OF THE PROPOSED AMENDMENTS

**A.** The term for Comprehensive Housing Division was updated to reflect the new term for the entity responsible under this law. The Comprehensive Housing Division was adopted by resolution BC-09-27-17-H and 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 *[see 611.3-1]*.

**B.** The term for "rental agreements" is restricted to one year or less in the adopted Landlord-Tenant law. This definition excludes rent-to-own contracts which are longer than one (1) year. The amendment ensures rent to own contracts are covered by the definition of rental agreements by expanding the definition to include rent to own contracts which are for terms longer than one year *[see 611.3-1(e)]*.

**C**. A definition for Tribal member was added to the law *[see 611.3-1(i)]*.

**D**. Minimum rental eligibility requirements were added relating to rules developed for the income-based rental program which prohibits considering debt owed to or evictions from entities other than the Comprehensive Housing Division but allows consideration of past due debt owed to utility providers over two hundred dollars ($200) *[see 611.4-2 (f) (1) and (2)]*.

**E**. If a deceased tenant was the only household member listed on the rental agreement, the tenancy is terminated immediately upon the death *[see 611.9-1(a)]*.

**F**. If there were additional adults household members aside from the deceased tenant listed on the rental agreement, the adult household members will assume tenancy responsibilities under the rental agreement and can stay for six (6) months after the landlord receives notice of the tenant's death and this requires an amendment or limited term rental agreement to cover the term of the extension *[see 611.9-1(b)(1)]*.

**G.** If adult household members remain in a rental unit following a deceased tenant's death, the household member will assume the tenancy responsibilities according to the rental agreement *[see 611.9-2]*.

**H**. If a deceased tenant was a Tribal member whose death results in a non-Tribal member tenant's ineligibility for the rental agreement, the non-Tribal member tenant may remain in the premises:

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

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

**A.** The proposed amendments will permanently ensure the Landlord-Tenant law covers existing rent-to-own rental agreements and future rent-to-own rental agreements and ensures Tribal members who enter into these rental agreements have the same due process and other rights as all other rental agreements under the Landlord-Tenant law.

**B.** The amendments ensure that prior evictions and debt from outside the Nation are not considered other than past due debt owed to a utility provider over two hundred dollars ($200).

**C.** The amendments ensure that non-Tribal member co-tenants in rent-to-own rental agreements are paid the equity that has accumulated in the property due to the fact that they are no longer eligible to remain in the rental agreement. Additionally, the amendments allow non-Tribal member tenants to remain in a rent-to-own agreement when the qualifying Tribal member tenant dies if they agree to transfer the premises and the rent-to-own agreement to an adult Tribal member child or a minor Tribal member child upon turning 18 years of age.

## SECTION 7. OTHER CONSIDERATIONS

**A.** The Landlord-Tenant law was adopted on October 12, 2016 by resolution BC-10-12-16-C and became effective on February 9, 2017. The emergency amendments to the Landlord-Tenant law were

adopted on January 25, 2017 by resolution BC-01-25-17-C, became effective February 9, 2017 and were extended through January 26, 2018 by resolution BC-07-26-17-I. The current proposed amendments permanently adopt these emergency amendments, update the definition for Comprehensive Housing Division and add the provisions related to debt owed, prior evictions and rental agreements related to non-Tribal member co-tenants who are no longer eligible for the rental agreement when the eligible Tribal member tenant dies. The current amendments will become effective December 8, 2017 in accordance with the Legislative Procedures Act *[see 109.9-3]*.

# Title 6. Property and Land- Chapter 611
# LANDLORD-TENANT
## Tsi? Yuhwʌtsyawá·ku Aolihwá·ke
*where it bound to the earth - issues*

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

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### 611.1. Purpose and Policy

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

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

### 611.2. Adoption, Amendment, Repeal

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

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

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

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

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

### 611.3. Definitions

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

(a) "Comprehensive Housing Division" means the 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.~~[1]

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[1] ~~*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.~~

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

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

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

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

~~(i~~(i) "Tribal member" means an individual who is an enrolled member of the Nation.

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

**611.4. Rental Programs**

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

(a) Elder tribal members;

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

(c) Tribal members in general.

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

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

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

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

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

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

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

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

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

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

**611.5. Rental Agreement Documents**

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

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

(a) All rental agreements shall:

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

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

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

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

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

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

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

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

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

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

(A) Increase rent;

(B) Decrease services;

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

(D) Refuse to renew a rental agreement.

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

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

(4) States that the landlord is not liable for property damage or personal injury caused by negligent acts or omissions of the landlord. This subsection does not affect ordinary maintenance obligations of a tenant under 611.6-3(b) or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.

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

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

(B) Property damage caused by natural disasters or by persons other than the tenant or the tenant's guests or invitees. This subsection does not affect ordinary maintenance obligations of a tenant under 611.6-3(b) or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.

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

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

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

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

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

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

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

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

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

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

(a) *Duties of the Landlord.*

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

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

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

(C) Make all necessary structural repairs.

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

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

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

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

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

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

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

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

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

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

(b) *Duties of the Tenant.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**611.7. 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) Six~~ty~~ (6~~0~~) ~~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

(~~b~~2) 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 (18th) birthday, the rent-to-own agreement shall be extended at no additional cost to the tenant and conveyance postponed until the Tribal member child reaches eighteen (18) years of age and the rent-to-own agreement is transferred to the child.

(1) In the event the non-Tribal member tenant either has no children living in the premises that are Tribal members or declines to the 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.

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

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

*End.*

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

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### 611.1. Purpose and Policy

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

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

### 611.2. Adoption, Amendment, Repeal

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

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

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

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

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

### 611.3. Definitions

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

(a) "Comprehensive Housing Division" means the 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

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

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

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

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

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

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

**611.4. Rental Programs**

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

(a) Elder tribal members;

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

(c) Tribal members in general.

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

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

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

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

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

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

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

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

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

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

**611.5. Rental Agreement Documents**

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

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

(a) All rental agreements shall:

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

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

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

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

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

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

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

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

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

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

(A) Increase rent;

(B) Decrease services;

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

(D) Refuse to renew a rental agreement.

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

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

(4) States that the landlord is not liable for property damage or personal injury caused by negligent acts or omissions of the landlord. This subsection does not affect ordinary maintenance obligations of a tenant under 611.6-3(b) or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.

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

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

(B) Property damage caused by natural disasters or by persons other than the tenant or the tenant's guests or invitees. This subsection does not affect ordinary maintenance obligations of a tenant under 611.6-3(b) or assumed by a tenant under a rental agreement or other written agreement between the landlord and the tenant.

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

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

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

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

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

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

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

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

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

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

(a) *Duties of the Landlord.*

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

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

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

(C) Make all necessary structural repairs.

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

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

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

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

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

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

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

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

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

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

(b) *Duties of the Tenant.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**611.7. 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 as follows:

(a) If the deceased tenant was the only household member listed in the rental agreement, immediately upon the death of the tenant;

(b) If there were additional adult household members aside from the deceased tenant listed in the household within the rental agreement, then the later of the following, provided that an adult household member remaining in the unit shall assume the tenancy responsibilities under the rental agreement:

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

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

611.9-2. 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), 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 ($18^{th}$) 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 the 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.

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

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

*End.*

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

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

# Legislative Operating Committee

## Agenda Request Form

1) Request Date: 11-2-17
2) Contact Person(s): Rae Skenandore Dept: Land Commission
   Phone Number: 920-544-1856 Email: rskenand@gmail.com
3) Agenda Title: Emergency Amendments to Budget Management and Control (BMC)
4) Detailed description of the item and the reason/justification it is being brought before the Committee
   BMC section 121.7 specifically address unexpended funds and reallocation.
   Motion approving 2033 plan states "if funds are available". A carry over is an excess of funds
   request BMC change to insert "unexpended funds shall first refund prior Land Acquisition cuts"
   2013-2018 Approved 2033 acquisition funds have been cut by ($48,657,537)

   List any supporting materials included and submitted with the Agenda Request Form
   1) _____ 3) _____
   2) _____ 4) _____

5) Please List any laws, ordinances or resolution that might be affected:
   BMC, GTC Resolution 09-18-10-A,
6) Please List all other departments or person(s) you have brought your concern to:
   Land Commission and LRO
7) Do you consider this request urgent? ☒ Yes ☐ No
   If yes, please indicate why: Budget prep meetings are already being scheduled

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

Signature of Requester: Rae Skenandore

***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

# 2018 Annual Report Template

For Boards, Committees, and Commissions

**Note: If you have other required reporting that must be included in the 2018 Annual Report, please submit such reports along with this completed template. Thank you.**

## Legislative Operating Committee

***Purpose***: The mission of the LOC is to enhance the capability of the Oneida Nation to fulfill its sovereign authority to review and enact its laws, policies, and regulations in a planned and orderly manner.

### *BCC Members*

David P. Jordan, LOC Chairperson

Kirby Metoxen, LOC Vice Chairperson

Jennifer Webster, LOC Member

Ernest Stevens III, LOC Member

Daniel Guzman King, LOC Member

### *Budget*

**Funding Sources for FY-2017**

| | |
|---|---|
| *Tribal Contribution:* | 100% |
| *Grants:* | 0% |
| *Other Sources:* | N/A |

**Total Budget**

| | |
|---|---|
| *Total Budget for FY-2017:* | 527,138 |
| *Total Expenditures for FY-2017:* | $481,755.00 |
| *Variance:* | $45,383.00 |

*Variance Explanation:* There was a positive variance due to savings in personnel, transportation and per diem, and training and education.

## *Employees*

*Number of Employees total:* 5

*Number of Employees who are Enrolled Oneida:* **3**

### Stipends

LOC Members do not earn stipends

## *Accomplishments for FY-2017*

**Please refer to 2017 Annual and 2017 Semi-Annual Report submissions; provide a final update on the Goals identified**

### Accomplishment #1

Develop laws of the Oneida Nation that are clear, consistent, straightforward, and reflective of the voices of Tribal members.

The Legislative Operating Committee sent 10 new laws and amendments to 22 existing laws to the Oneida Business Committee that were adopted.

### Accomplishment #2

Increase community participation in the legislative process.

The LOC has committed to a plan to collect more public comment on its legislative efforts. Those efforts began late in FY17 and will continue into FY18.

### Accomplishment #3

Develop and promote laws that deliver maximum benefit to the Oneida membership while remaining fiscally responsible

The Legislative Procedures Act requires that laws that are drafted or amended be analyzed in three ways. These methods are designed to identify legal, legislative, policy, and fiscal considerations:

1. Legislative Analysis: A legislative analysis is required for all proposed laws, bylaws, and amendments, and emergency legislation. The analysis is an unbiased review of proposed legislation intended to inform readers of the legislative intent of a proposal and its effect. They often include considerations that the LOC uses to discuss options and make policy decisions.
2. Fiscal Impact Statement: A fiscal impact statement is meant to analyze and estimate the implementation costs of proposed legislation. They are developed by the Finance Department and all legislation requires a fiscal impact statement, except emergency legislation as specified in the Legislative Procedures Act request.
3. Statement of Effect: A Statement of Effect contains legal and policy analysis which explain the effect of adopting a law.

## *Goals for FY-2018*

### GOAL 1

Prepare and conduct LOC meetings

Advancing On^yote?a.ka Principles

### GOAL 2

Draft and analyze proposed law.

Exercising Sovereignty

### GOAL 3

Increase public participation in the legislative process.

Promoting Positive Community Relations

## *Meetings*

Held every 1st and 3rd Wednesday of the month

Meeting Location: Norbert Hill Center, Oneida WI, Business Committee Conference Room

Meeting Time: 9:00am

Meetings are OPEN

## *Contact*

MAIN CONTACT: David P. Jordan

MAIN CONTACT TITLE: LOC Chairperson

MAIN PHONE: 920-869-4483

MAIN EMAIL: LOC@oneidanation.org

MAIN WEBSITE: www.oneida-nsn.gov/LOC and www.oneida-nsn.gov/Register

The 2017-2020 Legislative Operating Committee L-R: Kirby Metoxen, David P. Jordan, Jennifer Webster, Daniel Guzman King, Ernest Stevens III.

# November 2017

November 2017

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
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| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

December 2017

| Su | Mo | Tu | We | Th | Fr | Sa |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
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| 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<br>5:00pm 7:00pm Sanctions and Penalties for Elected and Appointe | | | |
| 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** |
| | 10:00am 4:00pm GTC (Radisson) | | 3:00pm 4:30pm LOC Prep (BC_Exec_Conf_Room) - Jennifer A. Falck | 9:00am 3:00pm LOC (BC_Conf_Room) - LOC | 3:00pm 4:30pm FW: Sanctions & Penalties and Drug Alcohol Free Workplace for Officials (Law Office Li | | |
| Nov 19 - 25 | **19** | **20** | **21** | **22** | **23** | **24** | **25** |
| | | 1:30pm 3:30pm FW: Commerce Code-Legislative Plan (BC_Exec_Conf_Room) - Jennifer A. Fa | 3:00pm 4:30pm LOC Prep (BC_Exec_Con<br>3:00pm 4:30pm LOC Prep (BC_Exec_Con<br>3:00pm 4:30pm LOC Prep (BC_Conf_Ro | 8:30am 4:30pm BC Meeting (Business Committee Conference Room, 2nd Floor Norbert Hill Center) | | | |
| Nov 26 - Dec 2 | **26** | **27** | **28** | **29** | **30** | **Dec 1** | **2** |
| | | | | | | | |

# December 2017

December 2017

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January 2018

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| 28 | 29 | 30 | 31 | | | |

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