

Oneida Nation

Legislative Reference Office
P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214
<http://oneida-nsn.gov/LOC>



Committee Members
Brandon Stevens, Chairperson
Tehassi Hill, Vice Chairperson
Fawn Billie, Councilmember
David P. Jordan, Councilmember
Jennifer Webster, Councilmember

LEGISLATIVE OPERATING COMMITTEE MEETING AGENDA

Business Committee Conference Room-2nd Floor Norbert Hill Center
June 15, 2016 9:00 a.m.

- I. Call to Order and Approval of the Agenda**
- II. Minutes to be approved**
 - 1. June 1, 2016 LOC Meeting Minutes
- III. Current Business**
 - 1. Employment Law
 - 2. Landlord-Tenant Law
 - 3. Leasing Law
 - 4. Oneida Seal and Flag Law
 - 5. Vendor Licensing Law Amendments
- IV. New Submissions**
- V. Additions**
- VI. Administrative Updates**
- VII. Executive Session**
- VIII. Recess/Adjourn**

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LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2nd Floor Norbert Hill Center

June 1, 2016 9:00 a.m.

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

Others Present: Taniquelle Thurner, Krystal John, Maureen Perkins, Doug McIntyre, Rae Skenandore, Rhiannon Metoxen, Dianne-Lynn L. McLester Heim.

I. Call to Order and Approval of the Agenda

Brandon Stevens called the June 1, 2016 Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Tehassi Hill to adopt the agenda with the addition of the Semi-Annual Report and attachment; seconded by Jennifer Webster. Motion carried unanimously.

II. Minutes to be approved

1. May 18, 2016 LOC Meeting Minutes

Motion by David P. Jordan to approve the May 18, 2016 LOC meeting minutes; seconded by Fawn Billie. Motion carried unanimously.

III. Current Business

1. Employment Law (1:12-2:45)

Motion by Jennifer Webster to accept the updated legislative analysis for the Employment Law and direct the sponsor and the drafting attorney to conduct an informational meeting for the Oneida Business Committee to solicit input and, provided there are no major changes, bring an adoption packet back once all input has been collected; seconded by David P. Jordan. Motion carried unanimously.

Note: This meeting will occur on Friday June 3, 2016.

2. Mortgage and Foreclosure Law (2:51-3:18)

Motion by David P. Jordan to approve the public meeting packet for the Mortgage and Foreclosure law and forward to a public meeting to be held on June 30, 2016; seconded by Fawn Billie. Motion carried unanimously.

3. Per Capita Law Amendments (3:24-4:05)

Motion by David P. Jordan to accept the results of the e-poll conducted on May 19, 2016 which approved the public meeting packet for an additional public meeting to be held for the Per Capita Law amendments on June 16, 2016 at 12:15 p.m.; seconded by Jennifer Webster. Motion carried unanimously.

Note: This will be the second public meeting for Per Capita Law Amendments.

4. Research Protection Act (4:05-5:10)

Motion by David P. Jordan to accept the draft and defer the draft of the Research Protection Act to the Legislative Reference Office for a legislative analysis; seconded by Tehassi Hill. Motion carried unanimously.

IV. New Submissions

1. Petition: Debraska Per Capita Distribution (5:11-5:58)

Motion by David P. Jordan to add Petition: Debraska Per Capita Distribution to the Active Files List; seconded by Jennifer Webster. Motion carried unanimously.

Note: Brandon Stevens will be the sponsor.

2. Seal and Flag Law (6:05-9:28)

Motion by Jennifer Webster to incorporate provisions for the Tribal seal into the current draft of the Flag Law and to bring back a draft to the June 15, 2016 LOC meeting so that the LOC can determine whether to hold a second public meeting; seconded by Fawn Billie. Motion carried unanimously.

V. Additions

1. Semi-Annual Report (9:29-13:39)

Motion by David P. Jordan to accept the Semi-Annual Report and attachment with the noted change of identifying the sponsors for the two petitions; seconded by Jennifer Webster. Motion carried unanimously.

VI. Administrative Updates

VII. Executive Session

VIII. Recess/Adjourn

Motion by Tehassi Hill to adjourn the June 1, 2016 Legislative Operating Committee meeting at 9:14 a.m.; seconded by Fawn Billie. Motion carried unanimously.



Legislative Operating Committee

June 15, 2016

Employment Law

Submission Date: 9/17/14

☐ Public Meeting:
☐ Emergency Enacted:
 Expires:

LOC Sponsor: Brandon Stevens

Summary: *This item was carried over into the current term by the LOC. The original proposal is for the development of an employment law to replace the current Personnel Policies and Procedures (Previously titled "Personnel Policies and Procedures-Revisions").*

- 9/17/14 LOC:** Motion by Jennifer Webster to add the Employment Law to the Active Files List, with Brandon Stevens as the sponsor; seconded by Tehassi Hill. Motion carried unanimously.
- 10/8/14 OBC:** Motion by Lisa Summers to accept the Legislative Operating Committee update with the following answers: 4) With regard to the Personnel Commission legislation, the Business Committee agrees that the Employment Law should continue forward and shall include consideration regarding how the Personnel Commission and/or their processes are incorporated into the Employment Law legislation; seconded by Trish King. Motion carried unanimously.
- 5/6/15 LOC:** Motion by Jennifer Webster to defer the Employment Law to a Legislative Operating Committee work meeting; seconded by Fawn Billie. Motion carried unanimously.
- 6/15/15:** Work meeting held. Attendees include Brandon Stevens, David Jordan, Matthew Denny, Gina Buenrostro, Don White, Yvonne Jordan, Lynn Franzmeier, Candice Skenandore, Douglass McIntyre, Krystal John.
- 10/5/15 LOC:** Work meeting held. Attendees include Brandon Stevens, David Jordan, Jennifer Webster, Danelle Wilson, Rhiannon Metoxen, Nick Reynolds, Krystal John, and Candice Skenandore.
- 10/8/15 OBC:** Work meeting held. Attendees include Brandon Stevens, David Jordan, Jennifer Webster, Melinda Danforth, Trish King, Tehassi Hill, Jessica Wallenfang, Mitzi Kopetsky, Nathan King, Apache Danforth, Rhiannon Metoxen, Danelle Wilson, Leyne Orosco, and Krystal John.
- 11/18/15:** Gaming Supervisory Advisor Panel held. Attendees include Brandon Stevens, Krystal John, Frank Cornelius, Robert Sundquist, Louise Cornelius, Lisa Duff, Georgianna Mielke, Donna Smith, Luke Schwab, Donald Solecki, Gabrielle Metoxen, Michelle Schneider, Martin Prevost and Laura Laitinen-Warren.
- 11/19/15:** Gaming Management Advisory Panel held. Attendees include Brandon Stevens, Krystal John, Frank Cornelius, Andrew Doxtator, Cherice Santiago, Fawn Teller, Julie Clark, Larae Gower, Shelly Stevens, Jacqueline Smith, Jay Rasmussen, Laura Laitinen-Warren, Michelle Schneider, Travis Cottrell, Louise Cornelius, Jessalyn Marvath, Brenda Mendolla-Buckley, Lucy Neville, David Emerson, Gabrielle Metoxen and Lambert Metoxen.

11/30/15: Work meeting held. Attendees include Brandon Stevens, Geraldine Danforth, Wendy Alvarez, Lucy Neville, Matt Denny, Marianne Close and Krystal John.

12/3/15: Work meeting held. Attendees include Brandon Stevens, Geraldine Danforth, Lucy Neville, Marianne Close, Matt Denny, Wendy Alvarez and Krystal John.

12/22/15: Work meeting held. Attendees include Geraldine Danforth, Wendy Alvarez, Lucy Neville, Matt Denny, Marianne Close and Krystal John.

1/6/16: Work meeting held. Attendees include Brandon Stevens, Geraldine Danforth, Lucy Neville, Marianne Close, Matt Denny, Wendy Alvarez and Krystal John.

1/8/16: Work meeting held. Attendees include Geraldine Danforth, Lucy Neville, Marianne Close, Matt Denny, Wendy Alvarez and Krystal John.

2/1/16: Work meeting held. Attendees include Geraldine Danforth, Lucy Neville, Marianne Close, Matt Denny, Wendy Alvarez and Krystal John.

2/8/16: Work meeting held. Attendees include Brandon Stevens, Rhiannon Metoxen, Geraldine Danforth, Lucy Neville, Marianne Close, Matt Denny, Wendy Alvarez, Krystal John and Maureen Perkins.

2/15/16: Work meeting held. Attendees include Lorena Metoxen, Larry Smith, Donna Smith, Larae Gower, Matt Denny, Geraldine Danforth and Krystal John.

2/17/16: Employment Law information meeting for managers and supervisors held at Skenandoah.

2/18/16: Employment Law information meeting for managers and supervisors held at Skenandoah.

2/22/16: Employment Law information meeting for employees held at Skenandoah.

2/25/16: Employment Law information meeting for employees held at Skenandoah.

2/26/16: Work meeting held. Attendees include Brandon Stevens, Geraldine Danforth, Matt Denny, Lucy Neville, Maureen Perkins and Krystal John.

2/29/16: Employment Law information meeting for managers and supervisors held at Norbert Hill Center.

3/1/16: Employment Law information meeting for managers and supervisors at Main Casino.

3/3/16: Employment Law information meeting for managers and supervisors held at Norbert Hill Center.

3/4/16: Employment Law information meeting for employees held at Norbert Hill Center.

3/7/16: Employment Law information meeting for employees held at Norbert Hill Center.

3/10/16: Employment Law information meeting for managers and supervisors held at Little Bear Development Center.

3/14/16: Employment Law information meeting for employees held at Little Bear Development Center.

3/16/16: Employment Law information meeting employees at Mohawk Room (Radisson). Morning Session

3/16/16: Employment Law information meeting employees at Mohawk Room (Radisson). Afternoon Session

3/17/16: Employment Law information meeting for managers and supervisors held at Social Services (OLC).

3/18/16: Employment Law information meeting for managers and supervisors held at Social Services (OLC).

3/21/16: Employment Law information meeting employees held at Social Services (OLC). Morning Session

3/21/16: Employment Law information meeting employees held at Social Services (OLC). Afternoon Session

3/23/16: Employment Law information meeting for Gaming Panels at Employee Services Morning Session

3/23/16: Employment Law information meeting for Gaming Panels at Employee Services Afternoon Session

- 3/25/16:** Employment Law information meeting for managers and supervisors held at Oneida Health Center.
- 3/28/16:** Employment Law information meeting for managers and supervisors held at Oneida Health Center.
- 3/29/16:** Employment Law information meeting for employees held at Oneida Health Center.
- 3/30/16:** Employment Law information meeting for employees held at Oneida Health Center.
- 3/31/16:** Employment Law Public Meeting held.
- 4/7/16:** Work meeting held. Attendees include Lucy Neville, Marianne Close, Wendy Alvarez, and Krystal John.
- 4/29/16:** Work meeting held. Attendees include Brandon Stevens, Geraldine Danforth, Lucy Neville, Marianne Close, Maureen Perkins and Krystal John.
- 5/4/16 LOC:** Motion by Jennifer Webster to accept the Employment law public meeting comments and defer the consideration of the comments to a work meeting to be held on Thursday, May 12, 2016 in the Business Committee Conference Room from 10:30 a.m. - 1:30 p.m.; seconded by David P. Jordan. Motion carried unanimously.
- 5/13/16:** Work meeting held. Attendees include Geraldine Danforth, Matt Denny, Wendy Alvarez and Krystal John.
- 5/18/16 LOC:** Motion by Jennifer Webster to accept the updated draft of the Employment law based on the public meeting comments; noting the revision to be made to section 300.11-4 changing the language from a fee waiver to a statement that prohibits the Judiciary from assessing court fees upon employees disputing employment matters; and deferring to the Legislative Reference Office for an updated legislative analysis; seconded by David P. Jordan. Motion carried unanimously.
- 6/1/16 LOC:** Motion by Jennifer Webster to accept the updated legislative analysis for the Employment Law and direct the sponsor and the drafting attorney to conduct an informational meeting for the Oneida Business Committee to solicit input and, provided there are no major changes, bring an adoption packet back once all input has been collected; seconded by David P. Jordan. Motion carried unanimously.

Note: This meeting is scheduled for Friday June 3, 2016.

- **Next Steps:** Accept the fiscal impact statement for the Employment Law.

ONEIDA TRIBE OF INDIANS OF WISCONSIN



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



7 of 60
UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

ONEIDA FINANCE OFFICE
Office: (920) 869-4325 • Toll Free: 1-800-236-2214
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MEMORANDUM

DATE: June 1, 2016
FROM: Rae Skenandore, Project Manger
TO: Larry Barton, Chief Financial Officer
Ralinda Ninham-Lamberies, Assistant Chief Financial Officer
RE: **Financial Impact of the Employment Law**

I. Background

This is a proposed new law carried over into the current term of LOC. The original proposal is for the development of an Employment Law to replace the current Personnel Policies and Procedures that was originally introduced on April 13, 2012 and again activated on September 17, 2014. The purpose of this Law is to “provide a fair, consistent and efficient structure to govern all employment matters”. A public meeting was held on March 31, 2016. The following provide a summary of the elements of the law:

- Replace the current Personnel Policies and Procedures (Blue Book);
- Provide a fair, consistent and efficient structure to govern all employment matters;
- Streamline current processes to reduce cost, time and resources;
- Provide the framework for Employment matters with the detailed content currently contained in the Personnel Policies and Procedures being delegated to the Oneida Human Resources Department (HRD) in the form of rules HRD shall create pursuant to the Administrative Rulemaking Law;
- Allow tribal entities the latitude to adjust certain employment practices to best fit their operations; and
- Dissolve the Oneida Personnel Commission and redirect its currently assigned duties; the Oneida Judiciary will absorb the hearing body authority and the duties related to hiring process are transferred to HRD.

The proposed Law contains the framework and much of the detailed content of the current Policies and Procedures have been revised to a Handbook which would follow the Administrative Rulemaking process.

II. Executive Summary of Findings

“Fiscal impact statement” means an estimate of the total 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 individual or agency to comply with the Law after implementation.

Start Up Costs

Rulemaking

The Employment Law delegates the Oneida Human Resources Department the authority to develop rules in the furtherance of the Law. The Administrative Rulemaking Law provides a process to promulgate rules. It is unclear if HRD has the existing resources to fulfill the requirements laid out in the rulemaking law. Quantifying the fiscal impact of implementing the rulemaking process for any agency is indeterminate.

Oneida Personnel Commission

Under the proposed new Law, the Oneida Personnel Commission will be dissolved and their hiring duties and responsibilities will be transferred to HRD and the Oneida Judiciary will be delegated as the hearing body authority. The Fiscal Year 2016 budget for the Personnel Commission is \$336,871. The transition process for existing cases of the Personnel Commission is unclear & it is indeterminate if the expenses for the Personnel Commission will overlap the expenses of implementing the proposed new Law. The conclusion of cases in progress requires a transition process with timelines.

Personnel

Staff

Finance understands that personnel requests of HRD are not a requirement of this Law and therefore, will be given consideration under the Oneida Business Committee’s reorganization efforts and not included in this analysis.

Training

According to HRD’s Training & Development Staff, Supervisors will require approximately four hours of training on the Law and eight (8) hours of training on the new handbook. There are approximately 463 employees listed by HRD as Supervisors. It is estimated that employees will require approximately one (1) hour of training on the Law and two (2) hours of training on the handbook. There are approximately 2,253 non-supervisory employees. Training costs are estimated at \$325,682.49 to account for employee time. After year one, employees will transition to the “normal” process. New employees go thru 3.5 hours of policy training in orientation. New Supervisors are required to attend approximately forty (40) hours of training in addition to their orientation.

Office

No additional space requirements or expenses were reported to Finance.

Documentation

The expenses for the printing of the training documents are approximately \$4,009.82 (as quoted by Oneida Printing).

Estimated Time to Comply

The Oneida Human Resource Department estimates that approximately six (6) months will be needed to comply with approved legislation.

Summary

Agency Implementation (HRD)					Average Wage * Total Hours	Fringe	Indirect Costs	Total Cost
Employee Total	2716	Law Training	Handbook Training	Total Training Hours	\$ 18.89	40%	16.4%	
Supervisors	463	4	8	12	\$ 104,952.84	\$ 41,981.14	\$ 17,212.27	\$ 164,146.24
Employees (non-supervisor)	2253	1	2	3	\$ 127,677.51	\$ 51,071.00	\$ 20,939.11	\$ 199,687.63
SubTotal								\$ 325,682.49
Printing								
2,800 20 Pg Document		\$ 2,152.50						\$ 2,152.50
450 100 Pg Document			\$1,857.32					\$ 1,857.32
Subtotal								\$ 4,009.82
Room Rental								
\$2,416/day * 3				\$ 7,250.40				\$ 7,250.40
Training Total								\$ 336,942.71
Savings Due to the Elimination of Personnel Commission								\$ (336,871.00)
Net Cost to Implement Year One								\$ 71.71
Net Savings over 10 years								\$ (3,031,767.29)

III. Financial Impact

Based on the information provided by HRD, Finance was able to identify training costs for personnel, printing, and the room rental of approximately \$336, 942.71. Any additional expenses of the rulemaking process and a transition plan for the Personnel Commission to the Judiciary are indeterminate. The 10 year projected savings is based on a static projection of the Oneida Personnel Commissions FY 2016 budget. The analysis is held constant with no inflation assumption. It should be understood that the savings of \$3,031,767.29 is proportionately offset by the direct costs at the Oneida Judiciary.

III. 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 the Oneida Business Committee and General Tribal Council have the information with which to render a decision.



Legislative Operating Committee

June 15, 2016

Landlord-Tenant Law

Submission Date: October 7, 2015

☐ Public Meeting:
☐ Emergency Enacted:

LOC Sponsor: David P. Jordan

Summary: *Is a new law that will explain the roles and responsibilities of the Landlord and Tenant. This law is being developed because the Land Commission's hearing authority is being transferred to the Judiciary.*

10/7/15 LOC: Motion by David P. Jordan to add the Real Property Law Amendments, Probate Law, Mortgage Law, Landlord-Tenant Law and Land Commission Bylaws Amendments to the Active Files List with himself as the sponsor; seconded by Jennifer Webster. Motion carried unanimously.

12/16/15 LOC: Motion by Fawn Billie to accept the memorandum update as FYI and to defer the Landlord-Tenant Law back to the sponsor and to bring back when ready; seconded by Jennifer Webster. Motion carried unanimously.

4/20/16 LOC: Motion by Tehassi Hill to accept the draft Landlord-Tenant Law and forward it to the Legislative Reference Office for a legislative analysis; seconded by Fawn Billie. Motion carried unanimously.

Next Steps:

- Accept the legislative analysis included in the Landlord-Tenant law's public meeting packet and approve the public meeting packet which schedules the Landlord-Tenant law's public meeting for July 21, 2016.

NOTICE OF
PUBLIC MEETING
 TO BE HELD

Thursday, July 21st at 12:15 p.m.

IN THE
OBC CONFERENCE ROOM
(2nd FLOOR—NORBERT HILL CENTER)

In accordance with the Legislative Procedures Act, the Legislative Operating Committee is hosting this Public Meeting to gather feedback from the community regarding a legislative proposal.

TOPIC: LANDLORD-TENANT

This is a proposal to create a new Landlord-Tenant law which would:

- Provides rental programs offered to Tribal member by the Nation within the reservation boundaries and includes eligibility requirements and tenant selection criteria [see 63.4].
- Provides detail related to rental agreement provisions and terminations and specifies that assignments of rental agreements are not permitted [see 63.5].
- Details the rights and responsibilities of the Nation as landlord and Tribal members as tenants including disposition of personal property, repairs, damage, pest control, check-in sheet, required notice to enter, and annual inspections [see 63.6].
- Provides provisions related to domestic abuse and sex offender registration [see 63.7 and 63.8].
- Details the process required in the event of a tenant's death [see 63.9].
- Identifies the Comprehensive Housing Division as the entity delegated authority to develop rules under this law [see 63.3-1(f)].
- Identifies the Oneida Judiciary as the original hearing body authority for all actions taken under this law [see 63.10].

To obtain copies of the Public Meeting documents for this proposal, or to learn about the LOC public meeting process, please visit

www.oneida-nsn.gov/Register/PublicMeetings

or contact the Legislative Reference Office.

PUBLIC COMMENT PERIOD
OPEN UNTIL July 28, 2016

During the Public Comment Period, all interested persons may submit written comments and/or a transcript of any testimony/spoken comments made during the Public Meeting. These may be submitted to the Tribal Secretary's Office or to the Legislative Reference Office in person (Second floor, Norbert Hill Center) or by U.S. mail, interoffice mail, e-mail or fax.

Legislative Reference Office
PO Box 365 Oneida, WI 54155
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Title 7. Property - Chapter 710
LANDLORD-TENANT
Tsi' Yuhwatsyawá·ku Aolihwá·ke
where it bound to the earth - issues

Analysis by the Legislative Reference Office							
Title	Landlord-Tenant (law)						
Requester	Land Commission	Sponsor	David P. Jordan	Drafter	Krystal L. John	Analyst	Maureen Perkins
Reason for Request	To transfer the Land Commissions' hearing body authority to the Judiciary.						
Purpose	The purpose of this law is to provide mechanisms for protecting the rights of the landlords and tenants within the reservation [see 710.1-1].						
Authorized/Affected Entities	Comprehensive Housing Division (Oneida Housing Authority, Division of Land Management and Elders Services), Oneida Tribal members, their spouses and occupants who rent and occupy premises under this law,						
Related Legislation	Eviction law, Administrative Rulemaking law, Building Code, Zoning and Shoreline Protection Ordinance, Pardon and Forgiveness law, and Real Property law						
Enforcement/Due Process	Parties may appeal actions taken pursuant to this law and/or a rental agreement to the Oneida Judiciary [see 710.10].						

Overview

This is a new law that provides overarching guidance for landlords and tenants related to all Tribal departments and divisions that provide rental housing opportunities within the reservation. Currently, each department or division is operating under their own standard operating procedures related to the programs they offer. This law standardizes the core processes and delegates each department or division authority through the Comprehensive Housing Division (which is in the process of being developed) to create rules that provide the detail related to rental housing within their programs. This law provides the framework and the Comprehensive Housing Division will provide the detail within rules developed under the authority delegated under this law per the Administrative Rulemaking law.

The Landlord-Tenant law:

- Provides rental programs offered to Tribal member by the Nation within the reservation boundaries and includes eligibility requirements and tenant selection criteria [see 710.4].
- Provides detail related to rental agreement provisions and terminations and specifies that assignments of rental agreements are not permitted [see 710.5].
- Details the rights and responsibilities of the Nation as landlord and Tribal members as tenants including disposition of personal property, repairs, damage, pest control, check-in sheet, required notice to enter, and annual inspections [see 710.6].
- Provides provisions related to domestic abuse and sex offender registration [see 710.7 and 710.8].
- Details the process required in the event of a tenant's death [see 710.9].
- Identifies the Comprehensive Housing Division as the entity delegated authority to develop rules under this law [see 710.3-1(f)].
- Identifies the Oneida Judiciary as the original hearing body authority for all actions taken under this law [see 710.10].

Administrative Rulemaking

- The Comprehensive Housing Division (CHD) is delegated rulemaking authority under this law and is required to develop and implement the following rules prior to the implementation of this law:
 1. Establish rules naming residential rental programs and providing the specific requirements and regulations, including eligibility requirements, that apply to each program *[see 710.4-1 and 710.4-2(f)]*.
 2. Develop rules governing the selection of applicants for the issuance of rental agreements including applicant preference *[see 710.4-3 and 710.4-3(a)]*.
 3. Create rules further governing the disposition of personal property *[see 710.6-2(c)]*.
 4. Develop rules governing how and when rent is decreased due to untenability due to damage by fire, water or other casualty or because of any condition hazardous to health, or if there is a substantial violation of section 710.6-3(a) materially affecting the health or safety of the tenant *[see 710.6-3(c)(2)]*.

Considerations

- This law references the Comprehensive Housing Division (CHD). The CHD is scheduled for implementation October 1, 2016. The BC resolution adopting this law will include a provision detailing that each department or division within the CHD (Oneida Housing Authority, Division of Land Management and Elderly Services) will be required to create rules delegated under this law until the CHD is implemented.

Miscellaneous

A public meeting has not yet been held. Please refer to the fiscal impact statement for any financial impacts.

Title 7. Property - Chapter 710
LANDLORD-TENANT
Tsi> Yuhw<tsyaw@ku Aolihw@ke
where it bound to the earth - issues

6	710.1.	Purpose and Policy	11	710.6.	Rights and Duties of Landlords and Tenants
7	710.2.	Adoption, Amendment, Repeal	12	710.7.	Domestic Abuse Protections
8	710.3.	Definitions	13	710.8.	Sex Offender Registry
9	710.4.	Rental Programs	14	710.9.	Termination of Tenancy at Death of Tenant
10	710.5.	Rental Agreement Documents	15	710.10.	Appeals
			16		

710.1. Purpose and Policy

710.1-1. *Purpose.* The purpose of this law is to provide mechanisms for protecting the rights of the landlords and tenants within the reservation.

710.1-2. *Policy.* Is it the Nation's policy to provide a fair process to all landlords and tenants that preserves the peace, harmony, safety, health, general welfare and the Nation's resources.

710.2. Adoption, Amendment, Repeal

710.2-1. This law was adopted by the Oneida Business Committee by resolution _____.

710.2-2. This law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the Legislative Procedures Act.

710.2-3. 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.

710.2-4. 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.

710.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

710.3. Definitions

710.3-1. 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) "Landlord" means the Nation in its capacity to rent real property subject to a rental agreement.

(b) "Nation" means the Oneida Nation.

(c) "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.

(d) "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.

(e) “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.

(f) “Rule” means a set of requirements, including citation fees and penalty schedules, enacted by the Comprehensive Housing Division in accordance with the Administrative Rulemaking law based on authority delegated in this law in order to implement, interpret and/or enforce this law.

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

(h) “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.

710.4. Rental Programs

710.4-1. *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 shall establish rules naming said programs and providing the specific requirements and regulations that apply to each program:

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

710.4-2. *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.

710.4-3. *Tenant Selection.* The Comprehensive Housing Division shall develop rules governing the selection of applicants for the issuance of rental agreements.

(a) At a minimum, the Comprehensive Housing Division shall ensure that the rental agreement selection rules provide a preference to applicants:

- (1) With a disability recognized by a medical professional, and/or
- (2) Having veteran status with relevant proof of service, which may include, but is not limited to, a DD214 Discharge Form, Reservist Identification Card, or National Guard Identification Card.

(b) Nothing in this section may be interpreted to place a requirement on a landlord to modify existing rental units in order to provide additional housing that is handicap accessible.

710.5. Rental Agreement Documents

710.5-1. *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.

710.5-2. *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 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 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 710.6-3(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 710.6-3(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.

710.5-3. *Assignment of Rental Agreements Not Permitted.* Assignments of rental agreements are not permitted under any circumstances.

710.6. Rights and Duties of Landlords and Tenants

710.6-1. 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.

710.6-2. *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 Comprehensive Housing Division shall create rules further governing the disposition of personal property.

710.6-3. *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 710.6-3(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 710.6-3(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 710.6-3(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 710.6-3(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 710.6-3(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 Comprehensive Housing Division shall 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.

710.7. Domestic Abuse Protections

710.7-1. 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.

710.7-2. 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.

710.7-3. The Eviction law provides tenants that are victims of domestic abuse with a defense to eviction should the abusers actions be the cause for eviction.

710.8. Sex Offender Registry

710.8-1. 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.

710.9. Termination of Tenancy at Death of Tenant

710.9-1. If a tenant dies, his or her tenancy is terminated on the earlier of the following:

- (a) Sixty (60) days after the landlord receives notice, is advised, or otherwise becomes aware of the tenant's death;
- (b) The expiration of the term of the rental agreement.

710.9-2. 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.

710.9-3. 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.

710.9-4. If the deceased tenant is a Tribal member whose death renders a co-tenant no longer eligible for a rental agreement, 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.

710.10. Appeals

710.10-1. Parties may appeal actions taken pursuant to this law and/or a rental agreement to the Oneida Judiciary.

End.

Adopted – BC



Legislative Operating Committee

June 15, 2016

Leasing Law

Submission Date: September 17, 2014

☒ Public Meeting: May 19, 2016
☐ Emergency Enacted:

LOC Sponsor: Tehassi Hill

Summary: *This item was carried over into the current term by the LOC. Development of a new law would allow the Tribe to approve surface leases at their discretion, instead of the Secretary of Interior, so long as the Secretary of Interior has approved Tribal surface lease regulations.*

09/17/14 LOC: Motion by Tehassi Hill to add the Leasing Law to the Active Files List with Tehassi Hill as sponsor; seconded by Fawn Billie. Motion carried unanimously.

12/17/14 LOC: Motion by Jennifer Webster to direct that a legislative analysis and a fiscal impact statement be completed on the Leasing Law; seconded by Tehassi Hill. Motion carried unanimously.

02/04/15 LOC: Motion by Tehassi Hill to send the Leasing Law back to the Legislative Reference Office to make the noted changes, update the analysis and bring back to the March 4, 2015 Legislative Operating Committee meeting; seconded by Fawn Billie. Motion carried unanimously.

3/4/15 LOC: Motion by Jennifer Webster to delete lines 209 through 225 and lines 231 through 245 from the legislative analysis and forward the Leasing Law to an April 2, 2015 public meeting; seconded by Fawn Billie. Motion carried unanimously.

Noted for the Record: the considerations highlighted in the legislative analysis have been addressed by the LOC.

4/2/15: Public meeting held.

5/6/15 LOC: Motion by David P. Jordan to forward the Leasing Law to the Oneida Business Committee for consideration; seconded by Fawn Billie. Motion carried unanimously.

5/13/15 OBC: Motion by Brandon Stevens to adopt resolution 05-13-15-C Leasing Law, seconded by David Jordan. Motion carried unanimously.

Amendment to the main motion by Melinda J. Danforth to amend the resolution to include a resolve that states that this law shall take effect thirty (30) days after approval by the Secretary of the Interior, seconded by David Jordan. Motion carried unanimously.

5/18/15: Leasing Law was sent to the Department of Interior for consideration.

10/15/15: Work meeting held, attendees include: Brandon Stevens, Victoria Flowers, Jeff Mears and Krystal John.

11/4/15 LOC: Motion by Jennifer Webster to defer the Leasing Law to the Legislative Reference Office for a legislative analysis and to the Finance Department for a financial analysis and direct the Legislative Reference Office to provide a draft to the Department of the Interior; seconded by Tehassi Hill. Motion carried unanimously.

4/6/2016 LOC: Motion by David P. Jordan to accept the update and defer the Leasing Law Amendments back to the Legislative Reference Office with the noted changes to make section 65.6-5 more clear and

remove “document” in section 65.8-1 and prepare for a public meeting to be held on May 19, 2016; seconded by Jennifer Webster. Motion carried unanimously.

Motion by David P. Jordan to have the legislative analysis updated based on the discussion at the meeting, be included in the public meeting packet; seconded by Jennifer Webster. Motion carried unanimously.

4/20/2016 LOC: Motion by Fawn Billie to accept the Leasing Law Public Meeting packet and forward to a Public Meeting to be held on May 19, 2016; seconded by Tehassi Hill. Motion carried unanimously.

5/4/16 LOC: Motion by Jennifer Webster to accept the Leasing law public meeting packet with the updated draft and legislative analysis based on the latest comments received from the BIA and reaffirm the public meeting scheduled for the Leasing law on May 19, 2016 at 12:15 p.m.; seconded by Fawn Billie. Motion carried unanimously.

Next Steps:

- Accept and consider the Leasing law public meeting comments. If no changes are directed, direct the drafting attorney to prepare an adoption packet for the Oneida Business Committee’s consideration.

**Oneida Nation
Legislative Reference Office**

Douglass A. McIntyre, Staff Attorney
Taniquele J. Thurner, Legislative Analyst
Maureen Perkins, Legislative Analyst, LTE



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Memorandum

TO: Legislative Operating Committee (LOC)
FROM: Krystal L. John, Staff Attorney
DATE: June 15, 2016
RE: Leasing Law: Public Meeting Comment Review

On May 19, 2016, a public meeting was held regarding amendments to the Leasing (Law). These are amendments which would:

- Delegate rulemaking authority jointly to the Oneida Land Commission and the Division of Land Management based on the Administrative Rulemaking law [see 65.5-1 and 65.10-5];
- Specify that this law does not apply to leases included in the Nation's home ownership programs administered using federal funding or leases lasting one (1) year or less [see 65.4-2(b)];
- Include valuation provisions for residential and agricultural leases [see 65.6-4, 65.6-5, and 65.7-5];
- Include a provision allowing a residential lease be entered into by a parent or legal guardian on behalf of their child or ward [see 65.6-6]; and
- Add additional information regarding the process required under the National Environmental Policy Act [see 65.9-2(a)-(d)].

This memorandum is submitted as a review of the oral comments received during the public meeting process; there were not any written comments received within the public comment period. The public meeting draft with comments is attached for your review.

Comment 1 – Division of Land Management Access to Leased Premises

65.5-2(j) Land Management shall ensure leases are in writing and contain, at a minimum, the following: Land Management has the right, at any reasonable time during the term of the lease and upon reasonable notice, in accordance with this law and any other applicable laws, policies and rules of the Nation, to enter the leased premises for inspection and to ensure compliance with the lease;

Diane Wilson: I just have a couple comments. On page 64-2, at line 31, it talks about only DOLM may enter lease premises for inspection and to ensure compliance with leases. Currently, zoning staff will come onto the property to ensure that the requirements of the zoning ordinance are being complied with and they will initiate compliance measures, they will inform us if there

is an issue with them not complying and then we will go forward with lease compliance. I think it should say only Oneida Nation representatives may enter lease premises.

Response

The commenter is correct that currently the zoning staff enter leased premises to enforce compliance with the Zoning and Shoreland Protection Ordinance. The access is granted to those zoning staff pursuant to that law and, therefore, is not required to be captured in this law. The only persons granted access to the lease premises based on the terms of the lease, is the Division of Land Management. Accordingly, I do not recommend any revisions.

Comment 2 – Division of Land Management Approval of Improvements to Premises

65.5-3(d) Land Management shall ensure lease documents set out requirements related to improvements, including: whether the lessee shall submit development plans and/or construction management schedules to Land Management for approval prior to beginning construction of any improvements;

Diane Wilson: And also at line 46, in regards to the improvements, currently, there is not requirement in the lease that states that we would be reviewing development plans and or construction management schedules, that too is administered through zoning. So we would expect that zoning would be the one that would be approving any kind of improvements and that it is in compliance with the Zoning Ordinance.

Response

Similar to comment 1, the zoning staff will retain control over the approval process of the project pursuant to the Zoning and Shoreland Protection Ordinance. This requirement is to require that the Division of Land Management approve that improvements as described in the plans may be made to lease premises. Accordingly, I do not recommend a revision based on this comment.

Comment 3 – Exception for Rents Charged for Business Owned by the Nation

65.7-5. *Lease Valuation.* Agricultural leases are valued based on the bidding process required as part of the lease award process included in the rules, which Land Management and the Oneida Land Commission shall jointly develop.

65.8-6. *Fair Annual Lease Value.*

(a) No lease may be approved for less than the present fair annual lease value as set forth in the appraisal, except as follows:

- (1) The lessee is in the development period;
- (2) Land Management is providing an incentive for businesses to locate on tribal land, and is providing lease concessions, lease improvement credits, and lease abatements to attract such business; or
- (3) Land Management determines such action is in the best interest of the Nation.

Brian Doxtator: Shekoli, 1560, the only comment is in reviewing the law, I did not see any exclusion of government, our own leases, for agriculture or business for government purposes.

In my opinion, as an enrolled citizen, we should not be charging the Nation lease money to go back to the Nation. It just doesn't make any sense and it's not excluded in this law. So most governments don't do that to themselves and we do that to ourselves constantly. For example, Hobart wanted to put sanction in leases on the police department land, taxes, and no government taxes firefighting, police functions, government responsibilities and we fought that with that argument and yet we do it to ourselves. We do have buildings that pay lease monies because we believe it's the appropriate cost of doing business, I disagree with that, and we do have the farms and other areas that are tribally funded and pay lease monies to land management, and I disagree with that, but this law doesn't allow for the government to exclude, when it's a government function, from leases.

Response

The law, as written, would already allow the Nation to make the exception that the commenter is requesting in regards to agricultural and business leases for businesses owned by the Nation.

In regards to agricultural leases, section 65.7-5 allows Land Management to create rules which determine the lease valuation process for agricultural leases, an exception could be included into those rules if the Division of Land Management so desired or if the Oneida Business Committee so directed through the Administrative Rulemaking process.

In regards to business leases, section 65.8-6 provides that a business lease may be approved for less than the present fair annual lease value as set forth in the appraisal if Land Management determines that it is in the best interest of the Nation.

Because the exception requested by the commenter may be implemented without revisions to this law, I do not recommend any revisions at this time.

Chapter 65 LEASING

65.1. Purpose and Policy
65.2. Adoption, Amendment, Repeal
65.3. Definitions
65.4. General Provisions
65.5. Lease Document Requirements
65.6. Residential Leases

65.7. Agricultural Leases
65.8. Business Leases
65.9. Environmental and Cultural Reviews
65.10. Lease Management
65.11. Enforcement
65.12. Appeals

65.1. Purpose and Policy

65.1-1. *Purpose.* The purpose of this law is to set out the Nation’s authority to issue, review, approve and enforce leases. In addition, the purpose of this law is to meet the requirements of the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 (HEARTH Act) by establishing a process under which the Nation will be able to approve leases on tribal land without additional approval of the Secretary of the Interior.

65.1-2. *Policy.* It is the policy of the Nation to set out the expectations and responsibilities of the lessor and lessees of tribal land and to ensure the leasing of tribal land results in minimal risk to the Nation.

65.2. Adoption, Amendment, Repeal

65.2-1. This law was adopted by the Oneida Business Committee by resolution BC-05-13-15-C and amended by resolution BC-_____ and becomes effective thirty (30) calendar days after approval by the Secretary of the Interior.

65.2-2. This law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the Legislative Procedures Act. Major, substantive changes to this law may not take effect until they have been approved by the Secretary of the Interior. Minor, technical amendments may take effect upon adoption by the Oneida Business Committee.

65.2-3. 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.

65.2-4. 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.

(a) To the extent that this law conflicts with any applicable federal statutes or regulations, the federal statute or regulation controls.

(b) To the extent that any lease to which this law applies conflicts with this law, this law controls.

65.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

65.3. Definitions

65.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

(a) “Assignment” means an agreement between a lessee and an assignee whereby the assignee acquires all or some of the lessee’s rights and assumes all or some of the lessee’s obligations under a lease.

(b) “Cultural Heritage Department” means the entity responsible for conducting cultural reviews as required under this law.

(c) “Cultural Review” means a review of the anticipated effects of a proposed lease document on archaeological, cultural and/or historic resources.

(d) “Environmental, Health and Safety Division” means the entity responsible for conducting environmental reviews as required under this law.

(e) “Environmental Review” means a review of the anticipated environmental effects of a proposed lease document.

(f) “Guardian” means one who has legal authority and duty, as appointed by a court of competent jurisdiction, to care for another’s person or property because of the other’s infancy, incapacity or disability.

(g) “Improvements” means buildings, other structures, and associated infrastructure attached to the leased premises.

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

(i) “Land Management” means the Division of Land Management or other entity responsible for entering into leases of tribal land.

(j) “Lease” means a written contract between the Nation and a lessee, whereby the lessee is granted a right to use or occupy tribal land, for a specified purpose and duration.

(k) “Lease Document” means a lease, lease amendment, assignment, sublease or leasehold mortgage.

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

(m) “Lessee” means a person or entity who has acquired a legal right to use or occupy tribal land by a lease under this law, or one who has the right to use or occupy a property under a lease.

(n) “Lessor” means the Nation, in its capacity as the legal, beneficial and/or equitable owner of tribal land subject to a lease.

(o) “Nation” means the Oneida Nation.

(p) “Performance Bond” means a bond given to ensure the timely performance of a lease.

(q) “Rule” means a set of requirements, including fee schedules, enacted jointly by Land Management and the Oneida Land Commission in accordance with the Administrative Rulemaking law based on authority delegated in this law in order to implement, interpret and/or enforce this law.

(r) “Secretary” means the Secretary of the Interior, U.S. Department of the Interior, or its authorized representative.

(s) “Sublease” means a written agreement by which the lessee grants to a person or entity a right to use or occupy no greater than that held by the lessee under the lease.

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

65.4. General Provisions

65.4-1. *Applicable Land.* This law applies to all tribal land.

65.4-2. *Applicable Leases.*

(a) Except as excluded in (b) below, or as contrary to applicable federal statutes and regulations, this law applies to all residential, agricultural and business leases executed by the Nation and to all actions and decisions taken in connection with those leases.

90 Provided that, nothing herein may be construed to affect the terms and conditions of
91 leases existing when this law goes into effect or amendments, assignments, subleases or
92 encumbrances made to those leases.

93 (b) This law does not apply to mineral leases, any lease of individually owned Indian
94 allotted land in accordance with 25 U.S.C. 415(h)(2), leases included in the Nation's
95 home ownership programs administered using federal funding or leases lasting one (1)
96 year or less.

97 65.4-3. *Applicable Law.* In addition to this law, leases approved under this law are subject to:

98 (a) all of the Nation's laws, except to the extent those laws are inconsistent with
99 applicable federal law; and

100 (b) applicable federal laws.

101 65.4-4. Pursuant to the authority of the Secretary to fulfill the trust obligation of the United
102 States to the Nation under federal law, the Secretary may, upon reasonable notice from the
103 Nation and at the discretion of the Secretary, enforce the provisions of, or cancel, any residential,
104 agricultural or business lease on tribal land executed by the Nation. The United States may not
105 be liable for losses sustained by any party to a residential, agricultural or business lease executed
106 pursuant to this law.

107 65.4-5. Lease parties shall resolve all disputes over residential, agricultural and business leases
108 under the Nation's laws and in accordance with federal law. Nothing in this law may be
109 construed to waive the Nation's sovereign immunity.

110 65.4-6. After the Secretary approves this law, all leases of tribal land approved and executed
111 under this law may become effective without federal approval under 25 U.S.C. 415(h), unless the
112 Secretary rescinds approval of this law and reassumes responsibility for such approval.

113 114 **65.5. Lease Document Requirements**

115 65.5-1. *Information and Application.* Land Management shall approve and execute all leases.
116 Land Management shall make available information on obtaining residential, agricultural or
117 business lease documents. Parties interested in obtaining a residential, agricultural or business
118 lease document shall submit an application to Land Management pursuant to the rules which
119 Land Management and the Oneida Land Commission shall jointly develop.

120 (a) Land Management shall develop, and the Oneida Land Commission shall approve,
121 the format and requirements set out in the lease document applications for different types
122 of leases, as well as additional procedures and processes to be followed when offering
123 and awarding lease documents.

124 65.5-2. *Terms and Conditions.* Land Management shall ensure leases are in writing and contain,
125 at a minimum, the following:

126 (a) A description of the land or building being leased including surveys and legal
127 descriptions based on metes and bounds, rectangular, or lot and block systems which
128 meet the requirements of the Land Titles and Records Office of the Bureau of Indian
129 Affairs;

130 (b) The effective date and term of the lease;

131 (c) The purpose of the lease and authorized uses of the leased premises;

132 (d) The parties to the lease;

133 (e) How much rent is due, when it is due, who receives it, what form(s) of payment is
134 acceptable, and whether any late payment charges or special fees apply and the rate of
135 interest to be charged if the lessee fails to make payments in a timely manner;

136 (f) Whether there will be rental reviews or adjustments, how and when they will be done,
137 when any adjustments will be effective and how disputes regarding adjustments will be

resolved;

(g) Who is responsible for any taxes applied to the property and/or improvements;

(h) Due diligence requirements that apply, if any;

(i) Performance bond and insurance requirements that apply, if any;

(j) Land Management has the right, at any reasonable time during the term of the lease and upon reasonable notice, in accordance with this law and any other applicable laws, policies and rules of the Nation, to enter the leased premises for inspection and to ensure compliance with the lease;¹

(k) The lessee holds the United States and the Nation harmless from any loss, liability or damages resulting from the lessee's use or occupation of the leased premises;

(l) The lessee indemnifies the United States and the Nation against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the leased premises that occurs during the lease term, regardless of fault, with the exception that the lessee is not required to indemnify the Nation for liability or cost arising from the Nation's negligence or willful misconduct; and

(m) Land Management may, at its discretion, treat as a lease violation any failure by the lessee to cooperate with a request to make appropriate records, reports or information available for inspection and duplication.

65.5-3. *Improvements.* Land Management shall ensure lease documents set out requirements related to improvements, including:

(a) whether improvements may be constructed;

(b) ownership of improvements;

(c) responsibility for constructing, operating, maintaining and managing improvements;

(d) whether the lessee shall submit development plans and/or construction management schedules to Land Management for approval prior to beginning construction of any improvements;²

(e) removal of improvements;

(f) whether a lessee may develop equity in improvements and sell its interest in the lease based on the equity; and

(g) the lessor's right of first refusal to purchase the lessee's interest, if any.

65.5-4. *Obtaining a Lease Document.* Land Management shall ensure lease documents are entered into by written consent of the lessor and the lessee unless otherwise provided herein and that the lease documents contain effective dates.

(a) The lease may authorize subleases only upon approval and execution from Land Management. This in no way relieves the parties from carrying out their duties under the lease.

(b) The lease may authorize leasehold mortgages on the leasehold interest for the purpose

¹ **Diane Wilson:** I just have a couple comments. On page 64-2, at line 31, it talks about only DOLM may enter lease premises for inspection and to ensure compliance with leases. Currently, zoning staff will come onto the property to ensure that the requirements of the zoning ordinance are being complied with and they will initiate compliance measures, they will inform us if there is an issue with them not complying and then we will go forward with lease compliance. I think it should say only Oneida Nation representatives may enter lease premises.

² **Diane Wilson:** And also at line 46, in regards to the improvement, currently, there is not requirement in the lease that states that we would be reviewing development plans and or construction management schedules, that too is administered through zoning. So we would expect that zoning would be the one that would be approving any kind of improvements and that it is in compliance with the Zoning Ordinance.

of financing to develop and improve the premises. Land Management shall approve the leasehold mortgage.

(c) The lease may not authorize mortgages that encumber title to tribal land.

65.5-5. *Payments.* For any lease requiring payments to be made to the lessor, the lessor shall provide the Secretary with such documentation of the lease payments as the Secretary may request to enable the Secretary to discharge the trust responsibility of the United States.

65.5-6. *Environmental and Cultural Reviews.* Land Management may not approve a lease until an environmental review and a cultural review, as required under section 65.9, have been completed. Leases approved and executed in violation of this section are null and void.

65.5-7. *Documentation.* The following are required for a party to enter into a lease:

(a) a signed lease; and

(b) any reports, surveys and site assessments needed to comply with the Nation's environmental, cultural resource and land use requirements.

65.6. Residential Leases

65.6-1. In addition to the requirements that apply to all leases under section 65.5, the requirements of this section also apply to residential leases.

65.6-2. A residential lease is required for the lease of land suited or used for the construction, improvement, and/or maintenance of a dwelling and related structures on the premises, and otherwise to use or occupy said premises for residential purposes.

65.6-3. *Duration.* Residential leases may not exceed seventy-five (75) years.

65.6-4. *Appraisal, Local Studies.*

(a) Land Management shall determine the fair annual lease value using an appraisal or equivalent procedure performed by Land Management utilizing the following data: improvement cost, replacement cost, earning capacity, and sales and lease data of comparable sites. Land Management shall ensure that an appraisal log reporting the methods of appraisal and value of the tribal land is attached to every residential lease.

(b) Alternatively, Land Management shall determine the fair annual lease value using an appraisal performed by a licensed appraiser utilizing the Uniform Standards of Professional Appraisal Practice or another commonly accepted method of appraisal. Land Management shall ensure that an appraisal log describing the method of appraisal and value of the tribal land is attached to every residential lease.

65.6-5. *Fair Annual Lease Value.* Land Management may offer residential leases at reduced rates if it determines that doing so is in the best interest of the Nation. Under such circumstances an appraisal is not required. In all other circumstances, a residential lease may not be approved for less than the present fair annual lease value as set forth in the appraisal.

65.6-6. *Lease by Guardian.* A parent or legal guardian may enter into a residential lease on behalf of his or her child or ward.

65.7. Agricultural Leases

65.7-1. In addition to the requirements that apply to all leases under section 65.5, the requirements of this section also apply to agricultural leases.

65.7-2. An agricultural lease is required for the lease of land suited or used for the production of crops, livestock or other agricultural products, or land suited or used for a business that supports the surrounding agricultural community.

65.7-3. *Duration and Renewal.* Agricultural leases may not exceed twenty-five (25) years, except that any such lease may include an option to renew for up to two (2) additional terms, which may not exceed twenty-five (25) years each.

65.7-4. *Management of Land.* Land Management shall ensure that agricultural leases require the lessee to manage land in accordance with the conservation plan that the Nation shall develop and any agricultural resource management plan and/or other appropriate stipulations developed by the Nation.

65.7-5. *Lease Valuation.* Agricultural leases are valued based on the bidding process required as part of the lease award process included in the rules, which Land Management and the Oneida Land Commission shall jointly develop.

65.8. Business Leases

65.8-1. In addition to the requirements that apply to all leases under section 65.5, the requirements of this section also apply to business leases.

65.8-2. A business lease is required for the lease of land suited or used for business purposes including retail, office, manufacturing, storage, or other business purposes; and public purposes, including religious, educational, recreational, cultural, or other public purposes.

65.8-3. *Duration and Renewal.* Business leases may not exceed twenty-five (25) years, except that any such lease may include an option to renew for up to two (2) additional terms, which may not exceed twenty-five (25) years each.

65.8-4. *Supporting Documents.* All applicants for business leases shall submit the following documents to Land Management:

- (a) financial statement;
- (b) site survey and legal description, if applicable;
- (c) other documents as may be required by any business leasing management plan developed by the Nation.

65.8-5. *Appraisal, Local Studies.*

(a) Land Management shall determine the fair annual lease value using an appraisal or equivalent procedure performed by Land Management utilizing the following data: improvement cost, replacement cost, earning capacity, and sales and lease data of comparable sites. Land Management shall ensure that an appraisal log reporting the methods of appraisal and value of the tribal land is attached to every business site lease.

(b) Alternatively, Land Management shall determine the fair annual lease value using an appraisal performed by a licensed appraiser utilizing the Uniform Standards of Professional Appraisal Practice or another commonly accepted method of appraisal. Land Management shall ensure that an appraisal log describing the method of appraisal and value of the tribal land is attached to every business site lease.

65.8-6. *Fair Annual Lease Value.*

(a) No lease may be approved for less than the present fair annual lease value as set forth in the appraisal, except as follows:

- (1) The lessee is in the development period;
- (2) Land Management is providing an incentive for businesses to locate on tribal land, and is providing lease concessions, lease improvement credits, and lease abatements to attract such business; or
- (3) Land Management determines such action is in the best interest of the Nation.³

³ **Brian Doxtator:** Shekoli, 1560, the only comment is in reviewing the law, I did not see any exclusion of government, our own leases, for agriculture or business for government purposes. In my opinion, as an enrolled citizen, we should not be charging the Nation lease money to go back to the Nation. It just doesn't make any sense

(b) A lease may:

- (1) Be structured at a flat lease rate; and/or
- (2) Be structured at a flat lease rate plus a percentage of gross receipts, if the lessee is a business located in a shopping center, or the lessee generates over one million dollars (\$1,000,000.00) annually in gross receipts; and/or
- (3) Be structured based on a percentage of gross receipts, or based on a market indicator; and/or
- (4) Be structured to allow for lease rate adjustments; Land Management shall ensure that the lease specifies how adjustments will be made, who will make such adjustments, when adjustments go into effect, and how disputes may be resolved; and/or
- (5) Be amended to allow for lease rate adjustments; and/or
- (6) Provide for periodic review giving consideration to the economic conditions, exclusive of improvement or development required by the contract or the contribution value of such improvements.

(c) Land Management shall keep written records of the basis used in determining the fair annual lease value, as well as the basis for adjustments and shall present such records to the lessee and include them in any lease file.

65.8-7. *Performance Bond*. If a performance bond is required under a business lease, the lessee shall obtain the performance bond in an amount that reasonably assures performance on the lease. Land Management may require performance bonds for the purpose of guaranteeing any of the following:

- (a) The annual lease payment;
- (b) The estimated development cost of improvements; and
- (c) Any additional amount necessary to ensure compliance with the lease.

65.9. Environmental and Cultural Reviews

65.9-1. *Applicability*. Land Management may not consider approving a lease document until an environmental review and a cultural review have been completed.

65.9-2. *Environmental Reviews*. The Nation is solely responsible for ensuring that the environmental review has been completed in accordance with this law. The Environmental, Health and Safety Division or its designee shall conduct an environmental review on all proposed lease documents in accordance with the process established under the National Environmental Policy Act (NEPA), 42 U.S.C. 4321 et seq, to evaluate environmental effects of federal undertakings and, at a minimum, the process shall:

- (a) Identify and evaluate any significant effects of the proposed action on the environment;
- (b) Establish a process for notifying the public of significant environmental impacts;
- (c) Ensure that the public has a reasonable opportunity to provide comments regarding the action and its environmental impacts;

and it's not excluded in this law. So most governments don't do that to themselves and we do that to ourselves constantly. For example, Hobart wanted to put sanction in leases on the police department land, taxes, and no government taxes firefighting, police functions, government responsibilities and we fought that with that argument and yet we do it to ourselves. We do have buildings that pay lease monies because we believe it's the appropriate cost of doing business, I disagree with that, and we do have the farms and other areas that are tribally funded and pay lease monies to land management, and I disagree with that, but this law doesn't allow for the government to exclude, when it's a government function, from leases.

(d) Require the Nation to respond to relevant and substantive comments received from the public.

65.9-3. *Cultural Reviews*. The Cultural Heritage Department or its designee shall conduct a cultural review on all proposed lease documents in accordance with the permit review requirements for undertakings established in the Protection and Management of Archeological & Historical Resources law.

65.9-4. *Environmental and Cultural Review Completion*. The Environmental, Health and Safety Division shall forward a completed environmental review and the cultural review to Land Management for consideration in the approval or denial of a lease document.

(a) Before approving a lease document, Land Management may require any reasonable actions, as recommended within the environmental review or cultural review, be completed.

(b) The Environmental, Health and Safety Division shall prepare an updated environmental review and the Cultural Heritage Department shall prepare an updated cultural review upon completion of any reasonable actions.

65.10. Lease Management

65.10-1. *Management Plan*. Land Management shall:

(a) manage existing leases as well as those executed pursuant to this law; and

(b) institute a leasing management plan that employs sound real estate management practices, and addresses accounting, collections, monitoring, enforcement, relief, and remedies.

65.10-2. *Accounting*. Land Management shall implement an accounting system that generates invoices, accounts for payments, and dates of when rate adjustments should be made. Nothing in this section may be construed to absolve the lessee of its duties under a lease.

65.10-3. *Recording Lease Documents*. Land Management shall provide all lease documents of tribal land, except residential subleases, to the Bureau of Indian Affairs for encoding and to be forwarded to the Land Titles and Records Office. Land Management shall record all lease documents of tribal land with the Oneida Nation Register of Deeds. Land Management shall also distribute a copy of the recorded lease documents to the lessee.

65.10-4. *Ownership of Records*. Records of activities taken pursuant to this law with respect to tribal land are the property of the United States and the Nation. Records compiled, developed or received by the lessor in the course of business with the Secretary are the Nation's property.

65.10-5. *Administrative Fees*. Land Management and the Oneida Land Commission may jointly develop rules requiring administrative fees for costs associated with issuing a lease document, or conducting any other administrative transaction.

65.11. Enforcement

65.11-1. Land Management is delegated all powers necessary and proper to enforce the lease terms, this law and any rules developed pursuant to this law. This includes, but is not limited to, the power to enter the premises, assess penalties, assess late payments and cancel leases. Land Management may request the Oneida Law Office assist in enforcement of this law, rules and leases.

65.11-2. *Harmful or Threatening Activities*. If a lessee or other party causes or threatens to cause immediate and significant harm to the premises, or undertakes criminal activity thereon, Land Management or another interested party may take appropriate emergency action, which may include cancelling the lease and/or securing judicial relief.

65.11-3. *Holdovers and Trespass*. If a lessee remains in possession of a property after the

expiration or cancellation of a lease, or a person occupies a property without Land Management's approval, Land Management shall take action to recover possession of the property; and/or pursue additional remedies, such as damages, if applicable.

65.11-4. *Defaults*. If Land Management determines a lessee is in default, Land Management shall take action to have the lessee cure the default or, if the default is not cured, cancel the lease pursuant to the Eviction and Termination law.

65.11-5. *Penalties*. Unless the lease provides otherwise, interest charges and late payment penalties apply in the absence of any specific notice to the lessee from Land Management, and Land Management shall treat the failure to pay such amounts as a breach of the lease.

65.12. Appeals

65.12-1. The lessee or an interested party may appeal a determination of Land Management with the Judiciary in accordance with any applicable rules of procedure.

End.

Adopted-BC-05-13-15-C, pending BIA approval

Legislative Reference Office

P.O. Box 365
Oneida, WI 54155
(920) 869-4375
(800) 236-2214

**Committee Members**

Brandon Stevens, Chairperson
Tehassi Hill, Vice Chairperson
Fawn Billie, Councilmember
Jennifer Webster, Councilmember
David P. Jordan, Councilmember

LEGISLATIVE OPERATING COMMITTEE

Public Meeting on the Fitness for Duty law, Leasing Law Amendments, and Per Capita Law Amendments
Business Committee Conference Room-2nd Floor
Norbert Hill Center
May 19, 2016 12:15 p.m.

PRESENT: Jennifer Webster, David P. Jordan, Fawn Billie, Rae Skenandore, Danelle Wilson, Wes Martin, Bonnie Pigman, Brian Doxtator, Kristi Giltner, Diane Wilson, Laurel Spooner, Maureen Perkins, Douglass McIntyre, Krystal John, Tani Thurner.

General Introduction

Jennifer Webster: The time is 12:15 p.m. and today's date is Thursday May 19, 2016. I will now call the public meeting for the Fitness for Duty, Leasing Law Amendments, and Per Capita Amendments to order. The Legislative Operating Committee is hosting this public meeting to gather feedback from the community regarding this legislative proposal. All persons who wish to present oral testimony need to register on the sign in sheet at the back of the room.

Written comments may be submitted to the Tribal Secretary's Office or to the Legislative Reference Office in person, by U.S. mail, interoffice mail, e-mail or fax as provided on the public meeting notice. These comments must be received by close of business on Thursday May 26, 2016. In attendance from the LOC is David Jordan and Jenny Webster.

Leasing Law Amendments

Jenny Webster: This is a proposal to amend the Leasing law which was adopted pending BIA approval. The amendments (1) delegate rulemaking authority jointly to the Oneida Land Commission and the Division of Land Management based on the Administrative Rulemaking law; (2) specify that this law does not apply to leases included in the Nation's home ownership programs administered using federal funding or leases lasting one (1) year or less; (3) include valuation provisions for residential and agricultural leases; (4) include a provision allowing a residential lease be entered into by a parent or legal guardian on behalf of their child or ward; and (5) add additional information regarding the process required under the National Environmental Policy Act.

David P. Jordan: Anybody have any comments on this one? Bonnie?

Bonnie Pigman: No.

David P. Jordan: Brian?

Brian Doxtator: Shekoli, 1560, the only comment is in reviewing the law, I did not see any exclusion of government, our own leases, for agriculture or business for government purposes. In my opinion, as an enrolled citizen, we should not be charging the Nation lease money to go back to the Nation. It just doesn't make any sense and it's not excluded in this law. So most governments don't do that to themselves and we do that to ourselves constantly. For example, Hobart wanted to put sanction in leases on the police department land, taxes, and no government taxes firefighting, police functions, government responsibilities and we fought that with that argument and yet we do it to ourselves. We do have buildings that pay lease monies because we believe it's the appropriate cost of doing business, I disagree with that, and we do have the farms and other areas that are tribally funded and pay lease monies to land management, and I disagree with that, but this law doesn't allow for the government to exclude, when it's a government function, from leases.

David P. Jordan: Wes?

Wes Martin: No.

David P. Jordan: Kristi?

Kristi Giltner: No.

David P. Jordan: Diane?

Diane Wilson: I just have a couple comments. On page 64-2, at line 31, it talks about only DOLM may enter lease premises for inspection and to ensure compliance with leases. Currently, zoning staff will come onto the property to ensure that the requirements of the zoning ordinance are being complied with and they will initiate compliance measures, they will inform us if there is an issue with them not complying and then we will go forward with lease compliance. I think it should say only Oneida Nation representatives may enter lease premises. And also at line 46, in regards to the improvement, currently, there is not requirement in the lease that states that we would be reviewing development plans and or construction management schedules, that too is administered through zoning. So we would expect that zoning would be the one that would be approving any kind of improvements and that it is in compliance with the Zoning Ordinance.

David P. Jordan: Laurell?

Laurell Spooner: No.

David P. Jordan: Okay, we will close the comments on this item at 12:34 p.m. and you have until May 26th to submit it in writing.



Legislative Operating Committee

June 15, 2016

Oneida Seal and Flag

Submission Date: April 22, 2015

☒ Public Meeting: 10/01/2015

☐ Emergency Enacted:

LOC Sponsor: Jennifer Webster

Summary: *The OBC requested that the LOC develop a flag code policy. ONVAC received complaints from non-Tribal members about how the Tribal Flag is displayed. ONVAC's concerns are there is no protocol for those who oversee flag responsibilities to follow, no one is identified as the person that has the authority to lower the flag to half-staff, what should the height and position of the Tribal Flag be compared to the US Flag, etc.*

4/22/15 OBC: Motion by Jennifer Webster to request the Legislative Operating Committee to develop a flag code policy and consider adding it to the active files list, seconded by Lisa Summers. Motion carried unanimously

5/6/15 LOC: Motion by Jennifer Webster to add the Tribal Flag Code to the active files list with herself as the sponsor and defer the Tribal Flag Code to a Legislative Operating Committee work meeting; seconded by Fawn Billie. Motion carried unanimously.

6/8/15: Work Meeting held. Attendees included John Breuninger, Kerry Metoxen, Lynn Franzmeier, Candice Skenandore, Brandon Stevens, Tehassi Hill, Jenny Webster, Fawn Billie, Danelle Wilson, David Jordan, Apache Danforth, RC Metoxen.

6/30/15: Work Meeting held. Attendees included John Breuninger, Douglass McIntyre, Candice Skenandore.

7/1/15 LOC: Motion by David P. Jordan to accept the memorandum regarding the Flag Code update as FYI; seconded by Tehassi Hill. Motion carried unanimously.

7/24/15: Work meeting held. Attendees included Jennifer Webster, David P. Jordan, Candice Skenandore, Douglass McIntyre.

8/5/15 LOC: Motion by Tehassi Hill to defer the Oneida Flag Policy for a legislative analysis and a fiscal impact statement and bring back in two weeks; seconded by David P. Jordan. Motion carried unanimously.

8/19/15 LOC: Motion by David P. Jordan to accept the legislative analysis, extend the financial impact statement, and direct the Legislative Reference Office to bring the Oneida Flag Code back to the next LOC meeting, to set a date for a Public Meeting, and to make the changes from "Oneida Nation" back to "Oneida Indian Tribe of Wisconsin"; seconded by Fawn Billie. Motion carried unanimously.

9/2/15 LOC: Motion by Jennifer Webster to forward the current draft and analysis of the Oneida Flag Policy for a public meeting to be held on October 1, 2015; seconded by Fawn Billie. Motion carried unanimously. Public meeting held.

10/1/15:

11/4/15 LOC: Motion by Jennifer Webster to accept the public meeting comments and defer review to a work meeting on November 6; seconded by Tehassi Hill. Motion carried unanimously.

11/6/15: Work meeting held. Attendees include: John Breuninger, Kerry Metoxen, Douglass McIntyre, Candice Skenandore, Jennifer Webster, David P. Jordan.

6/1/16 LOC: Motion by Jennifer Webster to incorporate provisions for the Tribal seal into the current draft of the Flag Law and to bring back a draft to the June 15, 2016 LOC meeting so that the LOC can determine whether to hold a second public meeting; seconded by Fawn Billie. Motion carried unanimously.

Next Steps:

- Review the draft with the new seal provisions and direct next steps.

Chapter 204

ONEIDA NATION SEAL AND FLAG Policy

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People of the standing stone – cloth standing up – laws/policies

204.1. Purpose and Policy

204.2. Adoption, Amendment, Repeal

204.3. Definitions

204.4. Oneida Nation Seal

204.5. Oneida Nation Flag

204.6. Display of the Oneida Flag

204.7. Respect for Flag

13

204.1. Purpose and Policy

204.2. Adoption, Amendment, Repeal

204.3. Definitions

204.4. General

204.5. Display of the Oneida Flag

204.6. Respect for Flag

Article I

204.1. Purpose and Policy

204.1-1. Purpose. The purpose of this Policy~~law~~ is for the Oneida Nation to exercise ~~its~~the fundamental right ~~to exercise~~of self-determination and set forth the ~~proper rules, display~~official ~~governmental seal~~ and ~~customs of the~~ flag ~~of~~for the Oneida Nation, ~~the flag of the United State of America~~its meaning, use and ~~of other Sovereigns displayed by the Nation's entities~~who shall be responsible for safekeeping and employees authorizing its use.

204.1-2. Policy. It is the policy of the Nation to proudly display the rich cultural heritage of the ~~Oneida~~ Nation as a sovereign nation by placing the seal shall be placed on official government correspondence and ~~to provide the respect and dignity owed to the flags of the flag shall represent the Oneida Nation, the United States of America and the flags of other Sovereigns.~~ when flown.

Article II 204.2. Adoption, Amendment, Repeal

204.2-1. This ~~Policy is~~ law was adopted by the Oneida Business Committee by resolution _____.

204.2-2. This Policy~~law~~ may be amended or repealed by the Oneida Business Committee and/or the Oneida General Tribal Council pursuant to the procedures set ~~forth~~out in the Legislative Procedures Act.

204.2-3. Should a provision of this Policy~~law~~ or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this Policy~~law~~ which are considered to have legal force without the invalid ~~portion(s)~~portions.

204.2-4. In the event of a conflict between a provision of this Policy~~law~~ and a provision of another policy~~law~~, the provisions of this Policy~~law~~ shall control.

204.2-5 This Policy~~law~~ is adopted under authority of the Constitution of the Oneida Nation.

Article III 204.3. Definitions

204.3-1. This ~~article~~section shall govern the definitions of words or phrases ~~as used herein~~within this law. All words not defined herein shall be used in their ordinary and everyday sense.

(a) "Half-staff" means the position of the flag when it is one-half (1/2) the distance between the top and bottom of the staff.

(b) "Nation" means the Oneida Nation.

(c) "Oneida Flag" means the flag of the Oneida Tribe of Indians of Wisconsin.

(d) "Oneida-owned building" means a building owned by the Nation. (d within the boundaries of the reservation, but excludes Oneida enterprises.

(e) "Proper illumination" means a light specifically placed to illuminate the flag or having a light source sufficient to illuminate the flag so it is recognizable by the casual observer.

(f) "Reservation" means all the land 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.

~~(e) "Sovereigns" means any other Indian Nation, State or localities~~

~~Article IV.~~ (g) "Seal" means the governmental seal of the Oneida Nation used to authenticate governmental documents and/or actions.

204.4. Oneida Nation Seal

204.4-1. The Oneida Nation seal shall consist of the following elements with the following meanings:

(a) *Pine tree.* Represents the Tree of Peace among the Six Nations.

(b) *Eagle.* Represents a protector with the vision to watch over all Nations and to warn of impending danger.

(c) *Peace pipe, Arrows and War Club.* Represents the burying of the weapons in favor of intellect and democracy.

(d) *Wolf, Bear and Turtle.* Represents the three clans of the Nation.

(e) *Wampum.* Represents the Six Nations in unity.

(f) *"1822."* Represents the date of the Treaty of 1822 with the Menominee Indian Tribe of Wisconsin.

(g) *"Sovereign Oneida Nation."* Represents the official name of the Nation.

204.4-2. The Oneida Nation Seal shall be as set forth in the following graphic:



204.4-3. *Placement.* When used as a graphic on a document the Seal shall be placed at the top right hand or center of any document. When used as an imprint the Seal shall be placed in the bottom right hand corner and the following words shall accompany its use.

I, [insert name], being authorized by the Oneida Business Committee to utilize the Seal to confirm the authenticity of a document, do hereby place my name and the date above the imprint of the Seal in confirmation that this is an true and correct copy of the above document consisting of ___ pages.

91 204.4-4. Maintenance of Seal and Authorized Users. The Tribal Secretary shall be responsible to
92 maintain the Seal in a safe and secure location.

93 (a) The Tribal Secretary shall be authorized to use the Seal to authenticate government
94 documents.

95 (b) The Tribal Secretary shall maintain a list of persons authorized to utilize the Seal to
96 authenticate government documents.

97 204.4-5. The Seal shall appear on the following documents:

98 (a) at the top of all minutes and resolutions of the Oneida Business Committee and
99 General Tribal Council;

100 4(b) on all publications authorized by the Oneida Nation; and

101 (c) on the official website of the Oneida Nation.

102 204.5. Oneida Nation Flag

103 204.5-1. Where ~~the Policy~~ this law is ambiguous or does not address a situation, the Federal Flag
104 Code may be used as a guide.

105 4204.5-2. All Oneida ~~Nation entities and Oneida~~-owned buildings within the reservation that
106 currently possess flagpoles, stationary flagstaffs or other means to display a flag and those
107 entities and Oneida-owned buildings that later establish the means to display a flag shall adhere
108 to this ~~Policy~~ law.

109 Article V. Procedures

110 5-1.(a) The ~~supervisor~~ building manager or their equivalent of each Oneida-owned
111 building ~~described in section 4-3~~ shall appoint a designee ~~responsible for~~ to perform the
112 duties ~~under set within~~ this ~~Policy~~ law.

113 204.5-23. Employees found violating this ~~Policy~~ law may be subject to discipline in accordance
114 with the Nation's ~~personnel procedures~~ laws, rules and policies ~~governing employment~~.

115 Article VI 204.6. Display of the Oneida Flag ~~within the Reservation~~

116 204.6-1. Location, time and occasions for display. As the Oneida Flag represents the Nation's
117 sovereignty, it should be displayed according to the following requirements:

118 (a) The Oneida Flag ~~must~~ may be displayed on all days.

119 (b) The Oneida Flag ~~must~~ may only be displayed from sunrise to sunset on buildings and
120 on stationary flagstaffs in the open. However, when a patriotic effect is desired, the flag
121 may be displayed twenty-four (24) hours a day if the Oneida Flag is an all-weather flag
122 and ~~the Oneida Flag~~ is properly illuminated during the hours of darkness.

123 (d) The Oneida Flag shall be displayed during school days near every schoolhouse and
124 inside each classroom.

125 (e) The Oneida Flag shall be displayed in and near every polling place within the
126 reservation on election days.

127 (f) The Oneida Flag may be mandated to be displayed through resolution of the Oneida
128 Business Committee.

129 204.6-2. Conduct during hoisting, lowering or passing of the Flag. The Oneida Flag shall be
130 hoisted briskly and lowered ceremoniously.

131 204.6-3. Position of the Flag. The position of a flag ~~among others~~ is an important symbol of
132 prominence and sovereignty, therefore the following requirements ~~must~~ shall be adhered to:

(a) ~~Only~~When flags of two or more countries or Indian Tribes are displayed, the flags are to be flown from separate flagstaffs or flag of the United States may ever bepoles that are displayed at the same height ~~as the Oneida Flag and shall be approximately of equal size.~~

(b) The Oneida Flag shall be displayed to the furthest right ~~to show~~in the position of superior prominence.

~~(c) When the Oneida Flag and the United States flag are both displayed, they are to be flown from separate staffs of the same height and the flags shall be of approximately equal size.~~

~~(d)~~(c) When other flags are flown from adjacent staffs, the Oneida Flag shall be hoisted first and lowered last.

~~(e)~~ When flags of other Sovereigns, states, localities or pennants of societies are flown on the same halyard with the Oneida Flag, the Oneida Flag shall always be at the top.

204.6-4. Manner of Display. The Oneida Flag ~~must~~shall be displayed as follows:

(a) When carried in a procession with another flag or flags, the Oneida Flag shall be either on the marching right; that is, the Flag's own right, or, if there is a line of other flags, in front of the center of that line.

(b) When the Oneida Flag is displayed with another flag against a wall from crossed staffs, the Oneida Flag shall be on the right, the Flag's own right, and its staff shall be in front of the staff of the other flag.

(c) The Oneida Flag shall only be displayed horizontally against a wall, the Oneida Flag shall be placed in the upright position. When displayed in a window, the flag shall be displayed in the upright position facing the appropriate way to an observer outside the building.

(d) When the Oneida Flag is displayed over the middle of the street, the Oneida Flag shall be suspended horizontally and ~~must~~shall be placed in the upright position.

(e) When used on a speaker's platform, the flag, if displayed flat, shall be displayed above and behind the speaker. When displayed from a staff in a church or public auditorium, the Oneida Flag ~~must~~shall hold the position of superior prominence, in advance of the audience, and in the position of honor at the clergy's or speaker's right as he or she faces the audience. Any other flag so displayed shall be placed on the left of the clergyman or speaker or to the right of the audience.

(f) When the Oneida Flag is suspended across a corridor or lobby, it shall be suspended in the upright position facing the main entrance.

(g) The Oneida Flag shall form a distinctive feature of the ceremony of unveiling a statue or monument, but it shall never be used as the covering for the statue or monument.

204.6-5. Display of Respect. At certain times, the Oneida Flag shall be lowered to half-staff as a sign of respect. In doing so, the Flag shall be first hoisted to the peak for an instant and then lowered to the half-staff position. The Oneida Flag shall be again raised to the peak before it is lowered for the day.

(a) On ~~or prior to~~ the following days, the Oneida Flag shall be lowered to half-staff:

(i) Oneida Code Talker Day

(ii) Memorial Day ~~but only until noon, which it shall be raised to top of the staff again.~~

(iii) Flag Day

(iv) Veteran's Day

(b) As a sign of respect, when the United States flag is lowered to half-staff, the Oneida Flag shall also be lowered.

(c) By a directive of the Chairperson, or his or her designee if the Chairperson is not available, the Oneida Flag shall be flown at half-staff upon the death of a Tribal Member and remain at half-staff until after the funeral.

(d) The Oneida Flag may be lowered to half-staff by directive of the Chairperson for other reasons he or she deems ~~needed~~appropriate.

204.6-6. Display Off Reservation. When outside of the boundaries of the reservation, the proper display protocol of the jurisdiction shall be followed.

~~Article VII~~**204.7. Respect for Flag**

~~204.7-1.~~ No disrespect shall be shown to the flag of the ~~Oneida~~Nation, the United States flag or the flags of any other ~~Sovereigns~~country, Indian Tribe, state or locality.

(a) During the ceremony of hoisting or lowering the flag or when the flag is passing in a parade or in review, all persons present shall face the flag and stand at attention.

(b) The Oneida Flag and United States flag shall not be dipped to any person or thing. Regimental colors, state flags, and organization or institutional flags shall be dipped as a mark of honor.

(c) The Oneida Flag shall never be displayed upside down.

(d) The Oneida Flag shall never touch anything beneath it, such as the ground, the floor, or water.

(e) The Oneida Flag shall never be carried flat or horizontally, but always aloft and free.

(f) The Oneida Flag shall never be draped, drawn back, tied up, folded, but always allowed to fall free.

(g) The Oneida Flag shall never be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn, soiled, or damaged in any way.

(h) The Oneida Flag shall never be used as a covering for a ceiling.

(i) The Oneida Flag shall never have placed upon it, nor on any part of it, nor attached to it any mark, insignia, letter, word, figure, design, picture, or drawing of any nature besides the Oneida Flag's design.

(j) The Oneida Flag shall never be used as a receptacle for receiving, holding, carrying, or delivering anything.

~~(k) No part of the Oneida Flag shall ever be used as a costume or athletic uniform. However, an Oneida Flag patch may be affixed to the uniform of military personnel, firefighter, police officer, and members of patriotic organizations. The lapel Flag pin being a replica, shall be worn on the left lapel near the heart.~~

~~(k)~~ The Oneida Flag, when it is in such condition that it is no longer a fitting emblem for display, shall be destroyed in a dignified way, preferably by burning.

~~Article VIII.~~**Display of the Oneida Flag off Reservation**

~~8-1. When outside of the boundaries of the reservation, the proper display protocol of the jurisdiction shall be followed.~~

End.



Legislative Operating Committee

June 15, 2016

Vendor Licensing Amendments

Submission Date: November 18, 2015

☐ Public Meeting:
☐ Emergency Enacted:

LOC Sponsor: Jennifer Webster

Summary: *This item is being amended because the SEOTS staff ran into issues when trying to obtain a new vendor. Additional changes in format are needed to comply with the Legislative Procedures Act.*

11/18/15 LOC: Motion by Fawn Billie to add the Vendor Licensing Law Amendments to active files list with either Jennifer Webster or Brandon Stevens as the sponsor; seconded by David P. Jordan. Motion carried unanimously.

Note: The sponsor of this item will be determined at the next LOC meeting.

12/2/15 LOC: Motion by Jennifer Webster to identify Jennifer Webster as the sponsor for the Vendor Licensing Law; seconded by Fawn Billie. Motion carried unanimously.

1/4/16: Work meeting held. Attendees include Jennifer Webster, Brandon Stevens, Tehassi Hill, David P. Jordan, Fawn Billie, Nicolas Reynolds, Mark Powless, Tonya Webster, Douglass McIntyre.

1/20/16 LOC: Motion by David P. Jordan to defer the draft of the Vendor Licensing Law Amendments to the Legislative Reference Office for legislative analysis and to the Finance Department for a fiscal impact statement; seconded by Fawn Billie. Motion carried unanimously.

2/8/16: Work meeting held. Attendees include Jennifer Webster, Tehassi Hill, Fawn Billie, Patrick Stensloff, Tonya Webster, Douglass McIntyre.

3/28/16: Work meeting held. Attendees include Jennifer Webster, Brandon Stevens, Tehassi Hill, David P. Jordan, Lisa Summers, Nicolas Reynolds, Tonya Webster, Douglass McIntyre, Tani Thurner.

Next Steps:

- Accept the legislative analysis for Vendor Licensing Amendments and approve the Public Meeting packet for a public meeting date on July 21, 2016.

NOTICE OF
PUBLIC MEETING
TO BE HELD
THURSDAY, JULY 21, 2016 at 12:15 p.m.
IN THE
OBC CONFERENCE ROOM
(2nd FLOOR—NORBERT HILL CENTER)

In accordance with the Legislative Procedures Act, the Legislative Operating Committee is hosting this Public Meeting to gather feedback from the community regarding a legislative proposal.

**TOPIC: VENDOR LICENSING
AMENDMENTS**

This is a proposal for amendments to a current law which would:

- ◆ Remove references to the non-existent License Commission and instead allow Department decisions to be appealed to the Judiciary [56.9];
- ◆ Remove various procedural requirements from the law and authorize the Licensing Department to promulgate rules or SOPs instead [current law 56.5-1(a); 56.5-1(b)(4); 56.8-2; 56.5-1(b)(1); 56.5-2(d), 56.6-1(d)];
- ◆ Remove fees from the law and provide the Oneida Licensing Department rule-making authority to promulgate a fee schedule by rule [56.6-1];
- ◆ Delete the listed exemptions and deferments from the licensing/fee requirements (except for services/products provided by another federally recognized tribe or another government [56.8-1]) and allow the Department to promulgate rules that establish additional exemptions and deferments[56.8-2];

To obtain copies of the Public Meeting documents for this proposal, or to learn about the LOC public meeting process, please visit www.oneida-nsn.gov/Register/PublicMeetings or contact the Legislative Reference Office.

**PUBLIC COMMENT PERIOD
OPEN UNTIL JULY 28, 2016**

During the Public Comment Period, all interested persons may submit written comments until the close of business on the final day of the public comment period. These may be submitted to the Tribal Secretary's Office or to the Legislative Reference Office in person (Second floor, Norbert Hill Center) or by U.S. mail, interoffice mail, e-mail or fax.

Legislative Reference Office
PO Box 365 Oneida, WI 54155
LOC@oneidanation.org
Phone: (920) 869-4376 or (800) 236-2214
Fax: (920) 869-4040

Vendor Licensing Law Amendments

<i>Analysis by the Legislative Reference Office</i>							
Title	Oneida Vendor Licensing Law (the Law)						
Requester	Tonya Webster, Licensing Dept.	Drafter	Doug McIntyre	Analyst	Tani Thurner	Sponsor	Jennifer Webster
Reason for Request	Initially, amendments were requested to include a specialized provision for SEOTS; however, that change was not made.						
Purpose	The proposed amendments update the existing law and remove references to a non-existent Licensing Commission.						
Authorized/ Affected Entities	Oneida Licensing Department, all entities seeking licensing to do business with the Oneida Nation.						
Related Legislation	ONGO, Food Service Code, Indian Preference Law, various related resolutions and policies related to contracting.						
Enforcement & Due Process	Denial/revocation of vendor licenses; Department decisions are appealable to the Judiciary.						

With the exception of technical amendments (minor language changes to reflect the adoption of the Judiciary) this Law has not been amended since 1997.

The proposed amendments make the following changes to the Law:

- Clarification that the Licensing Department (Department) is not under the Compliance Division (which does not exist). References to the Compliance Division are replaced with references to the Department, which already handles the responsibilities the law currently delegates to the Compliance Division.
- To reflect the recently-adopted Administrative Rulemaking Law, the amendments specifically delegate authority to the Department to enact rules. A definition for “rule” is added. [56.3-1(g)] The Department is now required to notify all new applicants of the requirements of any applicable rules. [56.5-1]. The Law now specifically delegates authority to the Department to promulgate the following rules:
 - **The vendor license fee schedule (by Rule).**
 - Instead of requiring the fee schedule to be reviewed annually by the License Commission, with recommendations from the Finance Committee and approval from the OBC [current 56.6-1(a)]; the Department must establish a fee schedule by rule, meaning the Department would be responsible for, among other things, conducting a public meeting and receiving and reviewing public comment related to the proposed rule. [56.6-1]
 - A vendors licensing fee schedule for 1996, which set the licensing fee at \$100 per year, is deleted from the Law. [Current “Attachment A”]
 - Provisions establishing a \$3/monthly late fee and requirements for prorating vendor fees are deleted; these may be set by the Department’s rules. [current law, 56.6-1(c)(3) and 56.5-1(b)(2)]
 - **Rules that establish additional exemptions and deferments from the licensing or fee requirements of the Law.** [56.8-2]
 - Services/products provided by another federally-recognized tribe or by another government are still exempt from the licensing requirement (*i.e.* they

6/8/15
Draft #5

are not required to obtain a vendor's license) [56.8-1] but a list of entities/persons that are exempt from the license fee are deleted, as is a provision authorizing deferments for paying the licensing fee in emergency situations. [current law, 56.10-1(a) – (e)]

- The Law no longer requires all vendor's licenses to be conspicuously placed on or in the premises of the place of business or service. It appears the Department could establish requirements related to the placement of licenses, by rule. [current law 56.6-1(d)]
- Currently, the law authorizes a License Commission to hear appeals of licensing decisions, but that entity was never created. The amendments instead provide that Department decisions can be appealed to the Judiciary, in accordance with the applicable rules of procedure. [56.9, current law 56.3-8 and 56.7]
- Specific records retention requirements are replaced with a requirement that the Department retain all applications and copies of all licenses in accordance with applicable laws and rules of the Nation. [56.5-4]
- Various procedural and administrative requirements are deleted, as these would be more appropriate in a rule or internal operating procedure. [*see i.e.* the current law, 56.5-1(a), 56.5-1(b), 56.5-2(d), 56.6-1(d), and 56.8-2]
- Currently, all information given for the purpose of receiving a vendor's license, excluding financial information, is subject to a request for information and available for public inspection. The amended law no longer includes an exception for financial information, but instead states that all such information is available for public inspection "as provided in applicable laws and rules of the Nation." [56.4-2(a)]

Other

Instead of identifying responsibilities for "licensing agents," the Law identifies responsibilities for the Department (licensing agents are employees of the Department).

Additional licensing requirements for specific types of vendors are deleted as these just repeat requirements set out in other applicable laws and policies. [current law 56.9] Expired provisions and redundant notice requirements are deleted. [current law 56.4-2 and 56.4-3]

"Ordinance" is changed to "law" and updates ensure the term "Nation" is used consistently and reflects the 2015 Constitutional amendments. Sections 56.2 and 56.3 are revised to incorporate the specific wording required by the Legislative Procedures Act, and other minor language/formatting changes are made to improve the clarity of the law and to ensure compliance with standard drafting practices; these changes do not affect the content of the law.

A public meeting has not been held.

Chapter 56
~~ONEIDA~~ VENDOR LICENSING
Lonatkehlun\$ kanakt%tha>
they are permitted to sell to one

<u>56.1. Purpose and Policy.</u>	<u>56.6. Fees for Licensure</u>
<u>56.2. Adoption, Amendment Repeal.</u>	<u>56.7. Revocation of Vendor's License</u>
<u>56.3. Definitions</u>	<u>56.8. Exemptions and Deferments</u>
<u>56.4. Scope</u>	<u>56.9. Appeals of Licensing Decisions</u>
<u>56.5. Application/Renewal Procedures</u>	
<u>56.1-1. Purpose and Policy</u>	<u>56.6-1. Fees for Licensure</u>
<u>56.2-1. Adoption, Amendment Repeal</u>	<u>56.7-1. Appeal of Agency and License Commission Decisions</u>
<u>56.3-1. Definitions</u>	<u>56.8-1. Revocation of Vendor's License</u>
<u>56.4-1. Scope of the Requirement</u>	<u>56.9-1. Specific Requirements</u>
<u>56.5-1. Application/Renewal Procedures</u>	<u>56.10-1. Exempt Status</u>

56.1-

56.1. Purpose and Policy.

56.1-1. Purpose. The purpose of this ~~Ordinance~~law is to:

- (a) regulate and license all vendors who provide a service for and do business with the Oneida ~~Tribe of Indians of Wisconsin~~Nation, and
- (b) ~~56.1-2. Furthermore, it is the purpose of this ordinance to provide regulations, criteria and procedures for the issuance of licenses to all vendors who provide a service for or do business with the Tribe.~~

~~56.1-3. It is also the purpose of this ordinance to generate revenue for the Oneida Tribe of Indians of Wisconsin~~Nation by ~~implementing and enforcing a collection of~~collecting fees from vendors for a license to perform a service for or do business with the ~~Tribe~~Nation.

~~56.1-4. 56.1-2. Policy.~~ It is the policy of the Oneida ~~Tribe of Indians of Wisconsin~~to utilize the ~~Oneida Compliance Division as the authority~~Nation to establish a system to implement and enforce the issuance of vendor's licenses and ~~for the~~collection of fees.

56.2-1. Adoption, Amendment Repeal.

56.2-1. This ~~ordinance is~~law was adopted by the Oneida Business Committee by resolution # ~~BC-3-5-97-E~~02-19-92-C and amended by ~~resolution~~resolutions ~~BC-3-5-97-E~~, BC-02-25-15-C: and _____.

56.2-2. This ~~ordinance~~law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the ~~Oneida Administrative~~Legislative Procedures Act ~~by the Oneida Business Committee or the Oneida General Tribal Council.~~

56.2-3. Should a provision of this ~~ordinance~~law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this ~~ordinance~~law which are considered to have legal force without the invalid portions.

~~56.2-4. All other Oneida laws, policies, regulations, rules, resolutions, motions and all other similar actions which are inconsistent with this ordinance as related to the licensing of vendors~~

by the Compliance Division are hereby repealed unless specifically re-enacted after adoption of this ordinance.

56.2-4. 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.

56.2-5. This law is adopted under ~~the~~ authority of the Constitution of the Oneida ~~Tribe of~~ Indians of Wisconsin Nation.

56.3-1. Definitions

56.3-1. This ~~Article~~section shall govern the definitions of words ~~or~~and phrases ~~as~~ used ~~herein~~within this law. All words not defined herein shall be used in their ordinary and everyday sense.

~~56.3-2. “Emergency Situation” means an unforeseen occurrence that requires immediate attention, the absence of which would endanger the health or safety of others, cause the loss of perishable goods, or create an economic hardship due to the unavoidable imminent nature of the circumstance.~~

56.3-3(a) “Business Day” means Monday through Friday from 8:00 a.m. to 4:30 p.m., excluding holidays recognized by the Nation.

(b) “Business entity” means that which exists as a particular and discrete unit, but not limited to, any person, partnership, corporation, joint venture, franchise, governmental enterprise, or any other natural or artificial person or organization. The term “entity” is intended to be as broad and encompassing as possible to ensure the jurisdiction of the Oneida Vendor’s Licensing Ordinancethis law.

~~56.3-4. “Vendor’s License” (c) “Department” means a permit granted by an appropriate governmental body to a person, business, or corporation to pursue some occupation or to carry on some business or service, and which is subject to regulations of the Oneida Nation.~~

~~56.3-5. “License Fee” means that fee imposed upon all vendors who apply to perform a service for or do business with the Oneida Tribe of Indians of Wisconsin as established and calculated by the Compliance Division pursuant to the regulatory grant of power afforded them by this ordinance.~~

~~56.3-6. “Licensing Agent” means an employee of the Oneida Licensing Department of the Oneida Compliance Division with the delegated authority and responsibility to implement and enforce this ordinance.~~

~~56.3-7. “Oneida Compliance Division” means that division within the Oneida administration with the purpose and authority to oversee adherence to laws, ordinances, policies and procedures of the Oneida Tribe.~~

~~56.3-8. “Oneida License Commission” means the regulatory entity formed to conduct hearings and decide cases of licensing disputes as they relate to those licenses, certificates or permits issued by the Compliance Division.~~

~~56.3-9. “Oneida Licensing Department” means that department located within the organizational structure of the Compliance Division of the Oneida Tribe which is responsible for administering licensing programs on behalf of the Tribe, hereafter referred to as department.~~

~~56.3-10. “Oneida Nation” means the Oneida Tribe of Indians of Wisconsin.~~

~~56.3-11. “Training Session” means an educational experience contracted wholly for the education of tribal members or employees.~~

104 ~~56.3-12. “Tribal Members” means persons who are enrolled with the Oneida Tribe of Indians of~~
105 ~~Wisconsin.~~

106 ~~56.3-13.(d)~~ “Judiciary” means the judicial system that was established by Oneida
107 General Tribal Council resolution GTC-01-07-13-B to administer the judicial authorities
108 and responsibilities of the ~~Tribe~~Nation.

109 ~~(e) “License fee” means that fee charged for a vendor’s license issued in accordance with~~
110 ~~this law.~~

111 ~~(f) “Nation” means the Oneida Nation.~~

112 ~~(g) “Rule” means a set~~ ~~56.4-1. Scope~~ of ~~the Requirement.~~ The provisions and
113 requirements ~~enacted in accordance with the Administrative Rulemaking law.~~

114 ~~(h) “Vendor’s license” means a license issued by the Department to a business entity~~
115 ~~that provides a service for, or that does business with the Nation.~~

116 117 **56.4. Scope**

118 ~~56.4-1. of these regulations~~This law shall be adhered to by all business entities and shall apply
119 to every ~~one and every~~ business entity that performs services and/or does business with the
120 ~~Oneida~~ Nation separate from and in addition to those requirements imposed by other ~~Tribal~~
121 ~~entities, such as, the Oneida Gaming Commission and the Division of Land Management~~laws
122 ~~and rules of the Nation.~~

123 ~~56.4-2. A grace period of sixty (60) days from the date of the original passage of the Oneida~~
124 ~~Vendor’s Licensing Ordinance shall be granted in order that all business entities may be brought~~
125 ~~into compliance with this Ordinance.~~

126 ~~56.4-3. Notice shall be given for implementation of the Oneida Vendor’s Licensing Ordinance~~
127 ~~pursuant to the requirements of the Administrative Procedures Act adopted by resolution GTC-8-~~
128 ~~19-91-A.~~

129 ~~56.4-4. All information given~~ ~~information given for purposes of receiving a vendor’s license for~~
130 ~~doing business with the Oneida Nation, excluding financial information, is considered~~the
131 purpose of receiving a vendor’s license is:

132 ~~(a) subject to a request for information and available for public inspection.~~ ~~Provided~~
133 ~~further, that all information given for purposes of receiving a vendor’s license for doing~~
134 ~~business with the Oneida Nation, including financial information, is~~ as provided in
135 applicable laws and rules of the Nation.

136 ~~(b) subject to internal audit of the~~ ~~Oneida~~ Nation.
137

138 ~~56.5-1.~~ **56.5. Application/Renewal Procedures**

139 ~~(a) 56.5-1.~~ The Department shall notify all new applicants of the ~~Oneida Vendor’s Licensing~~
140 ~~Ordinance requirements and procedures for application. Upon request of the licensing agent, the~~
141 ~~applicant shall be required to provide the~~requirements of this law; including any applicable rules
142 and any necessary documentation ~~to verify the following information;~~that the Department may
143 ask the applicant to provide.

144 ~~(1) The name of the~~a) All business entity, with proof of identification

145 ~~(2) The type of business;~~

146 ~~(3) The business address~~entities shall obtain and ~~the name of the agent for service~~
147 ~~of process;~~

148 ~~(4) Verification of required~~maintain adequate, insurance coverage ~~or bonding;~~

149 ~~(5) Federal I.D. number or Social Security number.~~

~~(6) Accounts Payable Vendor Number, this information may be provided, as determined by the licensing agent, Department.~~

~~56.5-2. (7) Food vendor~~

~~(8) Name of buyer, buyer's address, items sold or services offered~~

~~(9) Signature of applicant and date of application~~

~~(b) The licensing agent Department shall deny, or approve the or deny an application based on compliance with the criteria set in this ordinance, verification of the requested information, and; whether or not the following exist: law, other Oneida and applicable rules.~~

~~(1) payment of the fee paid at the time of application; if the fee is not paid the vendor's license will not be issued. If a business entity is doing business with the Oneida Nation without a vendor's license 56.5-3. The Department shall notify the Accounting Department to recover the fee by retaining the amount from compensation for the product or services rendered by the vendor;~~

~~(2) first time vendor fees may be prorated per licensing agent's guidelines;~~

~~(3) any outstanding fees owed to the Oneida Nation, all outstanding fees must be paid before a vendor's license will be issued;~~

~~(4) inadequate insurance coverage; insurance verification must be provided to the agent before the vendor's license is issued, the licensing agent will forward the information to Oneida Risk Management for applicant of the approval; if the applicant/entity has inadequate insurance coverage, the vendor's license will not be issued;~~

~~(5) other factors which relate to the protection of Tribal and/or public health, safety, or welfare.~~

~~(c) The licensing agent shall notify the applicant of the approval, or denial of the application within ten (10) workingbusiness days, and:~~

~~(1a) if approved, the licensing agent Department shall issue the vendor's license to the business entity; and or~~

~~(2b) if the vendor's license is denied, the reasons Department shall provide the reason(s) for denial of the vendor's license; and~~

~~(3) notification of a notify the applicant of his or her right to request an appeal to the decision.~~

~~(d) A number shall be assigned to each vendor's license by the licensing agent for identification.~~

~~(e) 56.5-4. All applications for a vendor's license and a copy of each certificate of vendor's license shall be retained by the licensing agent for one (1) year from date of application; thereafter, said documents shall be retained by Oneida Records Management for seven years. Department in accordance with applicable laws and rules of the Nation.~~

~~56.5-5. 56.5-2. Renewal procedures shall be as follows:~~

~~(a) The vendor's license shall be applied for annually.~~

~~(b) Vendor's license renewal shall be on a yearly basis, from the date of issuance of the vendor's license.~~

56.6-1. Fees for Licensure

~~(a) The fee for a vendor's license shall be pursuant to an equitable fee schedule as established initially by the department, and as reviewed annually by the License~~

~~Commission, with recommendations from the Oneida Finance Committee and approval of the Oneida Business Committee.~~

~~(b) The department shall retain not more than 50% of the vendor's license fees collected; the balance of the fees collected will be transferred to the Trust Department to be placed in the Elderly Per Capita Fund.~~

~~(c) The vendor's license fee shall cover a twelve (12) month period, and~~

~~(1) The fee shall be paid annually at the time of the application. The fee shall be returned if application is denied.~~

~~(2) The licensing agent shall keep fee records.~~

~~(3) Late fee payment may be added to cost of annual license fee. If fee is due, the applicant/entity may be charged \$3 per month, see sec. 5-1(b)(1-3).~~

~~(d) The vendor's license shall be prepared and sent out by the licensing agent. All vendor's licenses shall be conspicuously placed on or in the premises of the place of business or service.~~

~~(e) The fee~~56.6-1. License fees shall be determined and based upon the revenue as generated by the business entity with the ~~Oneida~~-Nation the year directly preceding ~~that year and the~~ date ~~in upon~~ which the business entity applies for licensure. ~~Business'~~Business entities with no revenue history shall pay a fee determined by the Department based upon a projected revenue figure. The Department may establish, by rule, any other fees that may be imposed in accordance with this law.

~~56.7-1. Appeal of Agency and License Commission Decisions~~

~~Oneida License Commission Hearings.~~

~~(a) Parties who disagree with the decisions of the licensing agent on matters of dispute regarding issues of licensing, certification or permits issued by the Compliance Division, may request a hearing before the License Commission.~~

~~(b) Hearings before the License Commission will be pursuant to the original hearing procedures as set out in the Administrative Procedures Act.~~

~~56.7-2. Appeal of License Commission Decisions. A party may appeal to the Judiciary for an appellate review and final determination of the License Commission decision.~~

~~56.8-1~~56.6-2. The Department shall retain not more than fifty percent (50%) of the fees collected in accordance with this law; the balance of the fees collected shall be transferred to the Trust Department to be placed in the Elderly Per Capita Fund.

56.6-3. The vendor's license fee shall cover a twelve (12) month period, and:

(a) The fee shall be paid annually at the time of the application. The Department shall return the fee if the application is denied.

(b) A late fee payment may be added to the cost of the annual license fee.

56.7. Revocation of Vendor's License

56.7-1. A vendor's license issued by the Licensing Department may be revoked by the ~~licensing agent~~Department if the business entity is in non-compliance with this ~~ordinance, law, has~~ inadequate insurance coverage, or for any other reasons related to protection of ~~Tribal~~the Nation and/or public health, safety, or welfare, ~~pursuant to the following procedures:~~

~~(Prior to revoking a)~~ vendor's license, the Department shall notify the business entity ~~is notified~~of the effective date of the revocation ~~by the licensing agent~~ and the reasons for the revocation; and

(b) shall allow the business entity ~~is given~~ thirty (30) days in which to rectify the non-compliance, except in the case of inadequate insurance coverage, in which case the vendor's license ~~will~~shall be revoked ~~when the information~~immediately upon verification of inadequate coverage ~~is verified; and~~.

~~(c) should the business entity come into compliance or secure adequate insurance coverage, the vendor's license shall be reinstated;~~

~~(d) if compliance is unattainable, the business entity is notified of his/her right to appeal the licensing agent's decision to revoke the vendor's license.~~

~~56.8-2. Procedures for non-compliance and revocation of a vendor's license after thirty (30) days shall be as follows:~~

~~(a) Notice will be given to the Oneida Accounting Department that vendor's license has been revoked, whereupon the Accounting Department shall suspend all future payment to said vendor for all services or goods.~~

~~(b) Upon revocation of the vendor's license, the business entity shall be prevented from doing business with the Oneida Nation until such time the former licensee is able to comply with the Ordinance and submits a new application.~~

~~(1) Any fees owed shall be deducted from any potential compensation due to the provider.~~

~~(2) Verification and approval of required insurance coverage shall be provided by the Oneida Risk Management Department.~~

56.8. Exemptions and Deferrals

56.9-1. Specific Requirements

~~Applicants subject to approval must be in compliance with requirements as set forth in all related Tribal ordinances, including but not limited to, Oneida Indian Preference laws, Oneida Food Vendors Ordinance, Real Property Law, and Oneida gaming laws.~~

~~56.9-2. A food vendor shall be issued a vendor's license contingent upon the requirements of the Oneida Environmental Health Department which includes a certificate of training and written notice to the department. A certificate from the Oneida Environmental Health Department certifying completion of necessary requirements and instructions for safe food handling must be presented at time of application.~~

~~56.9-3 Applicants who are contracting for construction work must have their bid awarded by the Oneida Tribe in accordance with the Construction Improvement Process Policy.~~

~~56.9-4. Applicants who are selling, brokering, or leasing real estate must have approved real estate licenses as required by the Real Property Law.~~

~~56.9-5. Applicants who are contracting for electrical, plumbing, /air conditioning or building work must be licensed by the Oneida Zoning Department as required by the Building Code of the Oneida Reservation.~~

56.10-1. Exempt Status

~~The following must be licensed but are exempt from the required fee:~~

~~(a) Those individuals who receive stipend revenue for Oneida Nation as members of entities of the Oneida Nation.~~

~~(b) Vendors whose revenue from Tribe is less than \$1,000 per year.~~

286 ~~(c) Consultants, means all individuals, businesses or corporations who have a consultant~~
287 ~~relationship with the Oneida Nation for the purpose of providing professional advice,~~
288 ~~training or any other service for profit and whose revenue from the Oneida Nation is less~~
289 ~~than \$500 per year.~~

290 ~~(d) Training sessions where the focus is wholly upon the education and/or training of~~
291 ~~Tribal members or employees and where the amount contracted for does not exceed~~
292 ~~\$2,000. Those training sessions that exceed the \$2,000 limit will be subject to the usual~~
293 ~~fees assessed for licensure.~~

294 ~~(e) One time deferment for payment of vendor's license fees of up to thirty (30) days for~~
295 ~~emergency situations may be granted. Application for fee deferment must be made at the~~
296 ~~time of application with specific explanation of the emergency situation filed in writing~~
297 ~~by the applicant.~~

298 ~~(f) A failure to pay or payment after the deferment date has expired, may be grounds for~~
299 ~~denial of a vendor's license or assessment of late fee penalties.~~

300 ~~56.10-2~~ from Licensure. The following are exempt from licensure:

301 (a) Services or products provided by another federally recognized tribe, subject to all the
302 laws and ~~the Ordinances~~ rules of the ~~Oneida Tribe~~ Nation.

303 (b) Services or products provided by another government, subject to all the laws and
304 ~~ordinances~~ rules of the ~~Oneida Tribe~~ Nation.

~~ATTACHMENT A~~
~~VENDORS LICENSING FEE SCHEDULE FOR 1996~~
~~FLAT FEE AMOUNT~~

~~Yearly Oneida Vendors Fee \$100.00~~

~~Approved by:~~

~~ONEIDA BUSINESS COMMITTEE:~~

~~Signature: _____ Date: _____~~
~~Debra Doxtator, Chairwoman~~

~~Signature: _____ Date: _____~~
~~Julie Barton, Secretary~~

~~56.8-2. The Department may promulgate rules that establish additional exemptions and~~
~~deferments from the licensing or fee requirements of this law.~~

~~**56.9. Appeals of Licensing Decisions**~~

~~56.9-1. Decisions of the Department may be appealed to the Judiciary in accordance with~~
~~applicable rules of procedure.~~

~~End.~~

~~Adopted- BC-2-~~47~~¹⁹-92-C~~

~~^{Adopted}~~Amended~~- BC-3-5-97-E~~

~~Amended- BC-02-25-15-C~~

Chapter 56
VENDOR LICENSING
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they are permitted to sell to one

56.1. Purpose and Policy.	56.6. Fees for Licensure
56.2. Adoption, Amendment Repeal.	56.7. Revocation of Vendor's License
56.3. Definitions	56.8. Exemptions and Deferments
56.4. Scope	56.9. Appeals of Licensing Decisions
56.5. Application/Renewal Procedures	

56.1. Purpose and Policy.

56.1-1. *Purpose.* The purpose of this law is to:

- (a) regulate and license all vendors who provide a service for and do business with the Oneida Nation, and
- (b) provide revenue for the Nation by collecting fees from vendors for a license to perform a service for or do business with the Nation.

56.1-2. *Policy.* It is the policy of the Oneida Nation to establish a system to implement and enforce the issuance of vendor's licenses and collection of fees.

56.2. Adoption, Amendment Repeal.

56.2-1. This law was adopted by the Oneida Business Committee by resolution BC-02-19-92-C and amended by resolutions BC-3-5-97-E, BC-02-25-15-C and _____.

56.2-2. This law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the Legislative Procedures Act.

56.2-3. 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.

56.2-4. 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.

56.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

56.3. Definitions

56.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

(a) "Business Day" means Monday through Friday from 8:00 a.m. to 4:30 p.m., excluding holidays recognized by the Nation.

(b) "Business entity" means that which exists as a particular and discrete unit, but not limited to, any person, partnership, corporation, joint venture, franchise, governmental enterprise, or any other natural or artificial person or organization. The term "entity" is intended to be as broad and encompassing as possible to ensure the jurisdiction of this law.

(c) "Department" means the Oneida Licensing Department.

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

(e) “License fee” means that fee charged for a vendor’s license issued in accordance with this law.

(f) “Nation” means the Oneida Nation.

(g) “Rule” means a set of requirements enacted in accordance with the Administrative Rulemaking law.

(h) “Vendor’s license” means a license issued by the Department to a business entity that provides a service for, or that does business with the Nation.

56.4. Scope

56.4-1. This law shall be adhered to by all business entities and shall apply to every business entity that performs services and/or does business with the Nation separate from and in addition to those requirements imposed by other laws and rules of the Nation.

56.4-2. All information given for the purpose of receiving a vendor’s license is:

(a) subject to a request for information and available for public inspection as provided in applicable laws and rules of the Nation.

(b) subject to internal audit of the Nation.

56.5. Application/Renewal Procedures

56.5-1. The Department shall notify all new applicants of the requirements of this law; including any applicable rules and any necessary documentation that the Department may ask the applicant to provide.

(a) All business entities shall obtain and maintain adequate insurance coverage, as determined by the Department.

56.5-2. The Department shall approve or deny an application based on compliance with the criteria set in this law, other Oneida and applicable rules.

56.5-3. The Department shall notify the applicant of the approval or denial of the application within ten (10) business days, and:

(a) if approved, the Department shall issue the vendor’s license to the business entity; or

(b) if denied, the Department shall provide the reason(s) for denial of the vendor’s license; and notify the applicant of his or her right to appeal the decision.

56.5-4. All applications for a vendor’s license and a copy of each vendor’s license shall be retained by the Department in accordance with applicable laws and rules of the Nation.

56.5-5. Vendor’s license renewal shall be on a yearly basis, from the date of issuance of the vendor’s license.

56.6. Fees for Licensure

56.6-1. License fees shall be determined and based upon the revenue as generated by the business entity with the Nation the year directly preceding the date upon which the business entity applies for licensure. Business entities with no revenue history shall pay a fee determined by the Department based upon a projected revenue figure. The Department may establish, by rule, any other fees that may be imposed in accordance with this law.

56.6-2. The Department shall retain not more than fifty percent (50%) of the fees collected in accordance with this law; the balance of the fees collected shall be transferred to the Trust Department to be placed in the Elderly Per Capita Fund.

56.6-3. The vendor’s license fee shall cover a twelve (12) month period, and:

(a) The fee shall be paid annually at the time of the application. The Department shall return the fee if the application is denied.

(b) A late fee payment may be added to the cost of the annual license fee.

56.7. Revocation of Vendor's License

56.7-1. A vendor's license issued by the Licensing Department may be revoked by the Department if the business entity is in non-compliance with this law, has inadequate insurance coverage, or for any other reasons related to protection of the Nation and/or public health, safety, or welfare. Prior to revoking a vendor's license, the Department shall notify the business entity of the effective date of the revocation and the reasons for the revocation, and shall allow the business entity thirty (30) days in which to rectify the non-compliance, except in the case of inadequate insurance coverage, in which case the vendor's license shall be revoked immediately upon verification of inadequate coverage.

56.8. Exemptions and Deferments

56.8-1. *Exempt from Licensure.* The following are exempt from licensure:

(a) Services or products provided by another federally recognized tribe, subject to all the laws and rules of the Nation.

(b) Services or products provided by another government, subject to all the laws and rules of the Nation.

56.8-2. The Department may promulgate rules that establish additional exemptions and deferments from the licensing or fee requirements of this law.

56.9. Appeals of Licensing Decisions

56.9-1. Decisions of the Department may be appealed to the Judiciary in accordance with applicable rules of procedure.

End.

Adopted- BC-2-19-92-C

Amended- BC-3-5-97-E

Amended- BC-02-25-15-C

June 2016

June 2016						
Su	Mo	Tu	We	Th	Fr	Sa
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July 2016						
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31						

Monday		Tuesday		Wednesday		Thursday		Friday	
May 30		31		Jun 1		2		3	
				9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LOC_Calendar 9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LOC				12:15pm 2:15pm Garnishment Public Meeting - June 3, 2016 (BCCR) - Krystal John	
6		7		8		9		10	
13		14		15		16		17	
6:00pm 10:00pm GTC Meeting				9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LO 9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LO 9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LO		12:15pm 2:00pm Public Meeting - Per Capita Law Amendments (BC_Conf_Room) - Douglass A. McIntyre			
20		21		22		23		24	
27		28		29		30		Jul 1	
						12:15pm 2:15pm Public Meeting - Mortgage and Foreclosure Law (BC_Conf_Room) - LOC			

July 2016

July 2016						
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August 2016						
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Jun 27 - Jul 1					
Jul 4 - 8	4	5	6 9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LOC 9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LOC_Calendar	7	8
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Jul 11 - 15					
Jul 18 - 22	18	19	20 9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LO 9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LO 9:00am 2:00pm LOC Meeting (BC_Conf_Room) - LO	21	22
	25	26	27	28	29
Jul 25 - 29					