

ONEIDA JUDICIARY
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TRIAL COURT

Sheena Danforth,

Petitioner,

v.

Docket No. 17-TC-043

Oneida Housing Authority,

Date: August 7, 2017

Respondent.

STIPULATION AND ORDER

Stipulation

The parties hereby agree as follows:

1. That the Respondent, Oneida Nation is a federally recognized tribal government and the Oneida Housing Authority is an agency of said government for the purposes of the Oneida Judiciary Law, Oneida Code of Laws, Chapter 801.
2. That Petitioner is a member of the Oneida Nation.
3. That Petitioner currently resides 15776 SW 28th Avenue Road, Ocala, FL 34473.
4. That the Oneida Judiciary Trial Court has jurisdiction over this matter in accordance with the Judiciary law, 8 O.C. 801, and the Landlord-Tenant law, 6 O.C. 611.
5. That on March 19, 2012 the Petitioner entered a rental agreement with the Respondent to participate in the income-based rental program to take occupancy of the rental unit located at 1237 Chief Hill Drive, Oneida, WI 54155.
6. That in accordance with the Rental Agreement and based on the invoice dated June 2, 2017, the Petitioner owed the Respondent a remaining balance of \$107.47 which was broken down as follows:

Charge to Petitioner	Basis for Charge
\$40.00	Stove not cleaned at time of move out inspection.
\$30.00	Refrigerator not cleaned at time of move out inspection.
\$25.00	Respondent's painting labor costs.
\$20.65	Respondent's painting material costs.
\$50.00	Respondent's garbage removal labor costs.
\$42.03	Transfer station fees.
\$159.43	Green Bay Water Final Bill.
\$70.00	Green Bay Special Collection Charge – 12/01/2016.
\$70.00	Green Bay Special Collection Charge – 01/21/2016.
(\$199.64)	Rent credit.
(\$200.00)	Security Deposit.
\$107.47	TOTAL REMAINING BALANCE

7. That based on good faith negotiations, the Respondent offers and the Petitioner accepts a discount to the total remaining balance in the amount of \$37.47, which hereby reduces the total remaining balance owed by Petitioner to Respondent to \$70.00.
8. The Petitioner shall pay the total remaining balance of \$70.00 to Respondent at follows:
 - a: ~~A payment of \$35.00 on or before August 31, 2017.~~ *smg*
 - Full* ~~A final payment of \$35.00 on or before September 30, 2017.~~ *\$70.00*
9. The Petitioner hereby consents to attachment of her Per Capita Payment for fiscal year 2018 in the event Petitioner fails to make payment as hereby agreed.
10. The Petitioner waives all future rights to appeal any costs assessed by the Respondent which are the subject of this Stipulation and Order and to allege any claims which were included in her complaint as part of this action.
11. The Respondent waives all future rights to collect the discount offered in the amount of \$37.47 which is the subject of this Stipulation and Order, but shall have full rights to pursue payment of the remaining balance of \$70.00 in the event the Petitioner fails to comply with the terms of this Stipulation and Order

Dated this 22nd day of August 2017.

By: Sheena M. Danforth
Sheena Danforth, Petitioner

Dated this 22nd day of August 2017.

By: Krystal L. John HNW
Krystal L. John
Wisconsin State Bar No. 1093818
Attorney for Respondent

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ORDER

Upon reading and filing the above Stipulation, and upon all proceedings herein:
IT IS ORDERED that the parties comply with the terms of the Stipulation and
corresponding repayment agreement.

Dated this 22nd day of August 2017.

BY THE COURT:

Denice Beans
Honorable Denice Beans
Chief Trial Court Judge