

NOTICE OF
PUBLIC MEETING

TO BE HELD
November 16, 2023 9am—10am
IN THE
CHD Conference Room
2913 Commissioner Steet, Oneida, WI 54155

In accordance with the Administrative Rulemaking Law, the Comprehensive Housing Division and the Oneida Land Commission are hosting this Public Meeting to gather feedback from the community regarding the following rule:

Home by Independent Purchase (HIP) Program

This is a proposal to amend the rule by:

- ◆ Oneida Land Commission will determine the maximum purchase price for improvement value and land value annually
- ◆ Considering removing requirements for home inspections

To obtain copies of the Public Meeting documents for this proposal, please visit www.oneida-nsn.gov/Register/PublicMeetings.

PUBLIC COMMENT PERIOD
OPEN UNTIL December 4, 2023

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 Comprehensive Housing Division by U.S. mail, interoffice mail, e-mail or fax.

Comprehensive Housing Division
2913 Commissioner Street, Oneida, WI 54155
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Fax: 920-869-2836



Title 6. Property and Land – Chapter 602

LEASING

Rule # 6 – Homeownership by Independent Purchase (HIP) Program

- 1.1. Purpose and Policy
- 1.2. Adoption, Amendment and Repeal
- 1.3. Definitions
- 1.4. General
- 1.5. Eligible Buyers
- 1.6. Eligible Properties
- 1.7. Required Process

12 **1.1. Purpose and Authority**

13 1.1-1. *Purpose.* The purpose of the Homeownership by Independent Purchase (HIP) Program is
14 to expand the services being offered by the Nation by providing a program in which the prospective
15 lessee buyer initiates a purchase in which the buyer purchases the improvements and the Nation
16 purchases the land pursuant to Land Management’s Land Acquisition for Residential Leasing
17 Standard Operating Procedure. The buyer will then enter a HIP residential lease for the land
18 through the Comprehensive Housing Division.

19 1.1-2. *Authority.* The Leasing Law section 602.5-1 delegates rulemaking authority to the
20 Comprehensive Housing Division and the Oneida Land Commission pursuant to the
21 Administrative Rulemaking law.
22

23 **1.2. Adoption, Amendment and Repeal**

24 1.2-1. This rule was adopted by the Comprehensive Housing Division and the Oneida Land
25 Commission in accordance with the procedures of the Administrative Rulemaking law.

26 1.2-2. This rule may be amended or repealed by the Comprehensive Housing Division and the
27 Oneida Land Commission and/or the Oneida Business Committee pursuant to the procedures set
28 out in the Administrative Rulemaking law.

29 1.2-3. Should a provision of this rule or the application thereof to any person or circumstances be
30 held as invalid, such invalidity shall not affect other provisions of this rule which are considered
31 to have legal force without the invalid portions.

32 1.2-4. In the event of a conflict between a provision of this rule and a provision of another rule,
33 internal policy, procedure, or other regulation; the provisions of this rule shall control.

34 1.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements
35 relating to entering a residential lease following simultaneous purchase of improvements by the
36 buyer and the land by the Nation.
37

38 **1.3. Definitions**

39 1.3-1. This section governs the definitions of words and phrases used within this rule. All words
40 not defined herein are to be used in their ordinary and everyday sense.

41 (a) “Buyer” means the potential lessee entering into the offer to purchase to purchase the
42 improvements.

43 (b) “Defect” means a condition that would have a significant adverse effect on the value
44 of the property; that would significantly impair the health or safety of future
45 occupants of the property; or that if not repaired, removed or replaced would
46 significantly shorten or adversely affect the expected normal life of the premises.

47 (c) “Improvement” means buildings, other structures, and associated infrastructure
48 attached to land.

- 49 (g) “Offer to Purchase” means the written contract made by the buyer, accepted by the
50 seller and approved by the Nation in which the buyer agrees to purchase the
51 improvements upon the land and the Nation agrees to purchase to land.
52 (h) “Reservation” means all the property within the exterior boundaries of the
53 Reservation of the Nation, as created pursuant to the 1838 Treaty with the Oneida 7
54 Stat. 566, and any lands added thereto pursuant to federal law.
55 (i) “Residential Lease” means the legal document issued by the Nation pursuant to its
56 applicable leasing laws and rules which establishes a buyer’s right to occupy Tribal
57 land for residential purposes.
58 (j) “Survey” means the measurement of the boundaries of land and its area. A survey will
59 reveal building setbacks as well as any encroachments.
60 (k) “Tax Assessed Value” means the value the local taxing authority uses to distinguish
61 the value of the land from the improvements.
62 (l) “Total Purchase Price” means the total amount offered to the seller for the acquisition
63 of the improvements and the land.
64 (m) “Tribal Fee Land” means land held in fee status by the Nation.
65 (n) “Tribal Trust Land” means the surface estate of land or any interest therein held by the
66 United States in trust for the Nation; land held by the Nation subject to federal
67 restrictions against alienation or encumbrance; land reserved for federal purposes;
68 and/or land held by the United States in trust for the Nation under Section 17 of the
69 Indian Reorganization Act, 25 U.S.C §477, et. seq.
70

71 **1.4. General**

72 1.4-1. *Program Education.* CHD shall make these rules and all relevant educational pieces and
73 required paperwork available electronically on its website and in hard-copy format at their
74 respective offices..

75 1.4-2. *Subject to Available Funding.* All offers submitted to the Nation are subject to the
76 Nation’s available funding with all purchases taking place pursuant to Land Management’s Land
77 Acquisition for Residential Leasing Standard Operating Procedure.

78 1.4-3. *Nation Determines Defects.* The Nation reserves the sole right to determine whether
79 defects exist in relation to the contingencies related to the title commitment, survey and
80 environmental investigation required under Land Management’s Land Acquisition for
81 Residential Leasing Standard Operating Procedure.

82 1.4-4. *Real Estate Taxes.* All homeowners, upon signing a residential lease, will be responsible
83 for all taxes assessed against the improvements. The homeowner’s real estate tax payment shall
84 be the percentage of the total assessed taxes equal to the assessed value of the improvements
85 divided by the assessed value of the improvements and the land combined plus any municipal
86 fees and/or special assessments. If/when the property converts from tribal fee land to tribal trust
87 land, the homeowner will have no tax responsibility for the improvements.

88 1.4-5. *Increased Lease Fee for Non-Tribal Members.* If there is no tribal member party on the
89 residential lease at the time it is entered, the lessee shall pay an increased annual residential lease
90 fee equal the amount of taxes assessed against the land plus any municipal fees and/or special
91 assessments. If/when the property converts from tribal fee land to tribal trust land, the lessee’s
92 annual residential lease fee will be held at the prior year’s rate for the remaining duration of the
93 lease.

94 1.4-6. *Financing.* In the event a loan is required for the improvements, homeowners may secure

95 said financing from Bay Bank or the Comprehensive Housing Division Finance Department,
96 provided that any financing secured from the Comprehensive Housing Division is subject the
97 Mortgage and Foreclosure law and any accompanying rules.

98 1.4-7. *HIP Program E-Mail Address and Shared Drive.* Comprehensive Housing Division shall
99 work with the Nation's MIS Department to establish a HIP Program e-mail, which shall be
100 available to accept all required submittals electronically, and a shared drive so that HIP Program
101 documents may be jointly accessed by the Comprehensive Housing Division and Land
102 Management. The Comprehensive Housing Division Residential Leasing Specialist shall be the
103 HIP point of contact and the administrator of the shared HIP Program e-mail and shall be the only
104 party to respond to buyer e-mails, except that the Acquisition Manager is authorized to respond to
105 offers to purchase that require an immediate response outside of business hours in accordance with
106 section 1.7-5.

107 **1.5. Eligible Buyers**

108 1.5-1. In order to be eligible to participate in the HIP Program, the buyer must:

- 109 (a) Have adequate funds available for the purchase of the improvements or be able to
110 secure financing, including any required down payments, provided that the total
111 purchase price after the tax assessed value of the land is deducted may not exceed
112 \$250,000 the maximum value for improvements which shall be determined by the
113 Oneida Land Commission on an annual basis each fiscal year; and
114
115 (b) Be eligible to enter a residential lease with the Oneida Nation based on the Leasing
116 law and any applicable residential leasing rules.

117 **1.6. Eligible Properties**

118 1.6-1. In order for a property to be eligible for an offer to purchase pursuant to the HIP
119 Program, it must comply with the requirements of Land Management's Land Acquisition for
120 Residential Leasing Standard Operating Procedure.
121
122

123 **1.7. Required Process**

124 1.7-1. *Residential Lease Application.* In order to initiate the HIP process, the buyer shall
125 complete an Oneida residential lease application with either the Residential Leasing Specialist or
126 the lender, which shall include notice of process provisions related to this program.

127 1.7-2. *Pre-approval.* Once the Oneida residential lease application is complete, the buyer shall
128 request a certificate of pre-approval from Bay Bank and/or the Comprehensive Housing Division
129 Finance Department which expires within one hundred twenty (120) days and provides the
130 maximum amount of financing available towards a home purchase. The lender shall provide a
131 copy of the pre-approval to the Residential Leasing Specialist.

132 1.7-3. *Real Estate Agent Representation Optional.* Upon receipt of a certificate of pre-approval,
133 the buyer may choose to be represented by a real estate agent, but representation is not required.
134 The buyer may request a list of real estate agents familiar with the HIP Program from the
135 Residential Leasing Specialist. The Acquisition Manager shall maintain said list based on the real
136 estate agents that have completed the training pursuant to Land Management's Land Acquisition
137 for Residential Leasing Standard Operating Procedure and shall provide updated lists to the
138 Residential Leasing Specialist as needed.

139 1.7-4. If the buyer finds a potentially eligible property they would like to purchase, the buyer
140 shall make an offer to purchase to the seller using the offer to purchase form available with

141 Comprehensive Housing Division. The Nation may not assist buyers in making and/or
142 negotiating an offer to purchase.

143 (a) The offer to purchase form available with the Comprehensive Housing Division must,
144 at a minimum, contain contingencies relating to:

145 (1) The real estate condition report in the format required by Wisconsin law;

146 ~~(2) The home inspection, which is an examination of the improvements'~~
147 ~~construction, condition and internal systems to establish the structural and~~
148 ~~mechanical integrity completed by certified home inspector.~~

149 ~~(3)~~(2) The environmental inspection, which must be completed by the Nation at
150 the Nation's expense;

151 ~~(4)~~(3) The title commitment, which is the document by which a title insurer
152 discloses to all interested parties the liens, defects, burdens and obligations
153 that affect the subject property;

154 ~~(5)~~(4) The survey or plat map, which provides the measurement of the
155 boundaries of land and its area and reveals building setbacks as well as any
156 encroachments, provided that, survey may be completed using the Nation's
157 vendor to be completed within 21 calendar days of receipt of an accepted offer
158 to purchase;

159 ~~(6)~~(5) If the property is on a septic system, the septic system inspection;

160 ~~(7)~~(6) If the property is served by a well, the well water testing, which must
161 analyze the water's bacteria and nitrate levels, and, if in Outagamie County,
162 the arsenic levels, to determine whether the water is safe for human
163 consumption;

164 ~~(8)~~(7) If the property is served by a well, the well system inspection, which
165 reveals information such as the well depth, date of construction, protective
166 clay layers, drilling stipulations;

167 ~~(9)~~(8) The closing papers and costs; and

168 ~~(10)~~(9) The requirement that the Oneida Land Commission approve any
169 residential lease which does not include a Tribal member party.

170 (b) All terms of the offer to purchase are non-negotiable with the exception of the
171 following:

172 (1) Whether the buyer or seller is responsible for paying for the reports and forms
173 required by the contingencies, except the environmental report, which is the
174 responsibility of the Nation;

175 (2) The closing date, provided that, it must be a minimum of sixty (60) calendar
176 days from the date the offer is accepted by all required approving parties
177 unless an alternative closing date is agreed upon by all parties;

178 (3) The purchase price for the improvements; the purchase price of the land must
179 be determined by the tax assessed value of the land;

180 (4) The items included in the purchase price;

181 (5) The amount of the earnest money; and

182 (6) The closing prorations.

183 1.7-5. *Nation's Approval.* If the buyer makes an offer to purchase that is accepted by the seller,
184 the buyer shall present the accepted offer to purchase to the Leasing Specialist within five (5)
185 calendar days from the date of acceptance; this initiates the Nation's approval process.

186 (a) Immediately upon receipt of an accepted offer, the Residential Leasing Specialist

- 187 shall:
- 188 (1) Forward the offer to purchase to the Acquisition Manager along with the
- 189 buyer's pre-approval and residential lease application;
- 190 (2) If the offer to purchase is not submitted with the Land History Questionnaire
- 191 and/or the Real Estate Condition Report, provide notice to the buyer that said
- 192 documents must be submitted to the Comprehensive Housing Division within
- 193 five (5) business days from the date the offer to purchase is submitted – when
- 194 received, the Leasing Specialist shall immediately forward said documents to
- 195 the Acquisition Manager; and
- 196 (3) Notice the buyer that the survey is due to the Comprehensive Housing
- 197 Division no later than twenty (20) calendar days prior to closing. Immediately
- 198 upon receipt of a survey from the buyer, the Leasing Specialist shall forward
- 199 the survey to the Acquisition Manager.
- 200 (b) Upon receipt of an accepted offer, the Acquisition Manager shall:
- 201 (1) Notify the Residential Leasing Specialist of any time acquisition funds are
- 202 depleted or near depletion.
- 203 (2) Do all checks required under Land Management's Land Acquisition for
- 204 Residential Leasing Standard Operating Procedure to determine if the
- 205 property is eligible and notify the Residential Leasing Specialist if there are
- 206 any defects to title that would make the homeowner or their property
- 207 ineligible pursuant to Land Management's Land Acquisition for Residential
- 208 Leasing Standard Operating Procedure.
- 209 (3) If the property is determined to be eligible sign the offer to purchase on behalf
- 210 of the Nation and forward to the Residential Leasing Specialist, provided that
- 211 prior to signing, the Acquisition Manager shall obtain any Land Commission
- 212 approvals required under Land Management's Land Acquisition for
- 213 Residential Leasing Standard Operating Procedure.
- 214 (c) Upon receipt of an offer to purchase signed by the Nation, the Residential Leasing
- 215 Specialist shall:
- 216 (1) Forward the offer to purchase received from the Acquisition Manager to the
- 217 homeowner and the lender; and
- 218 (2) Obtain any Oneida Land Commission approvals required in order to enter a
- 219 residential lease with the buyer (i.e. if there is not a Tribal member included as
- 220 a party to the residential lease).
- 221 (d) If, subsequent to signing the offer to purchase, the Nation has a concern related to the
- 222 contingencies, the Acquisition Manager or their designee shall work with relevant
- 223 parties to resolve the issue and shall immediately notify the Residential Leasing
- 224 Specialist and the lender of the issue and provide instructions as whether and how the
- 225 issue may be corrected so that the information is able to be communicated to the
- 226 buyer and eligibility is able to be confirmed in accordance with Land Management's
- 227 Land Acquisition for Residential Leasing Standard Operating Procedure.
- 228 1.7-6. *Pre-Closing.* The lender shall notify the buyer, the Residential Leasing Specialist and the
- 229 Acquisition Manager of the date, time and location of the closing. If Bay Bank is providing
- 230 financing, then upon receipt of closing date, the Residential Leasing Specialist shall forward
- 231 information, including the closing date, to the Senior Loan Officer to create an assignment of lease
- 232 for financing using the closing date as the effective date. The Senior Loan Officer shall provide

233 the assignment of lease for financing to the Residential Leasing Specialist prior to the closing date.
234 1.7-7. *Land Commission Approval.* Land Commission approval is deemed granted based on
235 approval of this rule and is not required for each purchase except as specifically noted in the
236 Residential Leasing Rule or Land Management’s Land Acquisition for Residential Leasing
237 Standard Operating Procedure.

238 1.7-8. *Closing.* Closing responsibilities are distributed as follows:

- 239 (a) The Acquisition Manager shall attend closing and:
240 (1) Bring the check for the value of the land to the closing;
241 (2) Bring any other documents required by the Nation to the closing, which may
242 include affidavits; and
243 (3) Sign closing documents on behalf of the Nation.
- 244 (b) The Residential Leasing Specialist shall attend closing and:
245 (1) Bring the residential lease documents that have been signed on behalf of the
246 Nation to the closing; and
247 (2) If Bay Bank is providing financing, bring the assignments of lease for
248 financing that has been signed on behalf of the Nation to the closing.
- 249 (c) The homeowner shall sign the following documents at the closing:
250 (1) Any applicable loan documents;
251 (2) Closing statements;
252 (3) The three (3) original residential leases;
253 (4) If applicable, the assignment of lease for financing; and
254 (5) Any other required documents.
- 255 (d) The lender shall bring the following to the closing:
256 (1) The loan documents and any other bank required documents; and
257 (2) Closing statements for the improvements.
- 258 (e) Bay Title shall bring the following to the closing:
259 (1) Closing statements for the land and improvements;
260 (2) The deed; and
261 (3) Any other required documents.

262 1.7-9. *Post-Closing.*

- 263 (a) If Bay Bank is the lender, post-closing responsibilities are distributed as follows:
264 (1) Bay Bank shall:
265 (A) Provide Bay Title with the mortgage, the assignment of lease for
266 financing and an original residential lease;
267 (B) Ensure that Bay Title recorded the mortgage and the assignment of
268 lease for financing; and
269 (C) Provide the original recorded mortgage and assignment of lease for
270 financing to the Comprehensive Housing Division’s Finance
271 Department.
- 272 (2) The Acquisition Manager shall:
273 (A) Ensure that Bay Title provided a final title policy include said policy in
274 the Land Management file;
275 (B) Ensure that Bay Title complied with Wisconsin’s electronic transfer
276 return requirements;
277 (C) Ensure that Bay Title recorded the deed with the county register of
278 deeds and once received, record the county recorded deed with the

- 279 Oneida Nation Register of Deed;
280 (3) The Comprehensive Housing Division shall:
281 (A) Once all the original recorded documents have been received, record
282 the following with the Oneida Nation Register of Deeds:
283 (1) The residential lease;
284 (2) If applicable, the mortgage; and
285 (3) If applicable, the assignment of lease for financing.
286 (B) Return the original mortgage and assignment of lease for financing to
287 Bay Bank once they have been recorded with the Oneida Nation
288 Register of Deeds.
289 (b) If the Comprehensive Housing Division Finance Department is the lender, post-
290 closing responsibilities are distributed as follows:
291 (1) The Acquisition Manager shall:
292 (A) Ensure that Bay Title provided a final title policy include said policy in
293 the Land Management file;
294 (B) Ensure that Bay Title complied with Wisconsin's electronic transfer
295 return requirements;
296 (C) Ensure that Bay Title recorded the deed with the county register of
297 deeds and once received, record the county recorded deed with the
298 Oneida Nation Register of Deed;
299 (2) The Comprehensive Housing Division shall record the following with the
300 Oneida Nation Register of Deeds:
301 (A) The residential lease; and
302 (B) The mortgage.

303 *End.*

304
305 Original effective date: 02-22-2016
306 Amendment effective date: 10-21-2021
307

308



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12 **1.1. Purpose and Authority**

13 1.1-1. *Purpose.* The purpose of the Homeownership by Independent Purchase (HIP) Program is
14 to expand the services being offered by the Nation by providing a program in which the prospective
15 lessee buyer initiates a purchase in which the buyer purchases the improvements and the Nation
16 purchases the land pursuant to Land Management’s Land Acquisition for Residential Leasing
17 Standard Operating Procedure. The buyer will then enter a HIP residential lease for the land
18 through the Comprehensive Housing Division.

19 1.1-2. *Authority.* The Leasing Law section 602.5-1 delegates rulemaking authority to the
20 Comprehensive Housing Division and the Oneida Land Commission pursuant to the
21 Administrative Rulemaking law.
22

23 **1.2. Adoption, Amendment and Repeal**

24 1.2-1. This rule was adopted by the Comprehensive Housing Division and the Oneida Land
25 Commission in accordance with the procedures of the Administrative Rulemaking law.

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27 Oneida Land Commission and/or the Oneida Business Committee pursuant to the procedures set
28 out in the Administrative Rulemaking law.

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30 held as invalid, such invalidity shall not affect other provisions of this rule which are considered
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33 internal policy, procedure, or other regulation; the provisions of this rule shall control.

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38 **1.3. Definitions**

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40 not defined herein are to be used in their ordinary and everyday sense.

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42 improvements.

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45 occupants of the property; or that if not repaired, removed or replaced would
46 significantly shorten or adversely affect the expected normal life of the premises.

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48 attached to land.

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50 seller and approved by the Nation in which the buyer agrees to purchase the
51 improvements upon the land and the Nation agrees to purchase to land.
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54 Stat. 566, and any lands added thereto pursuant to federal law.
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56 applicable leasing laws and rules which establishes a buyer’s right to occupy Tribal
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59 reveal building setbacks as well as any encroachments.
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61 the value of the land from the improvements.
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73 required paperwork available electronically on its website and in hard-copy format at their
74 respective offices..

75 1.4-2. *Subject to Available Funding.* All offers submitted to the Nation are subject to the
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80 environmental investigation required under Land Management’s Land Acquisition for
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102 Management. The Comprehensive Housing Division Residential Leasing Specialist shall be the
103 HIP point of contact and the administrator of the shared HIP Program e-mail and shall be the only
104 party to respond to buyer e-mails, except that the Acquisition Manager is authorized to respond to
105 offers to purchase that require an immediate response outside of business hours in accordance with
106 section 1.7-5.

107 108 **1.5. Eligible Buyers**

109 1.5-1. In order to be eligible to participate in the HIP Program, the buyer must:

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112 purchase price after the tax assessed value of the land is deducted may not exceed the
113 maximum value for improvements which shall be determined by the Oneida Land
114 Commission on an annual basis each fiscal year; and
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122 123 **1.7. Required Process**

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135 Residential Leasing Specialist. The Acquisition Manager shall maintain said list based on the real
136 estate agents that have completed the training pursuant to Land Management's Land Acquisition
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- 155 (5) If the property is on a septic system, the septic system inspection;
- 156 (6) If the property is served by a well, the well water testing, which must analyze
157 the water's bacteria and nitrate levels, and, if in Outagamie County, the
158 arsenic levels, to determine whether the water is safe for human consumption;
- 159 (7) If the property is served by a well, the well system inspection, which reveals
160 information such as the well depth, date of construction, protective clay
161 layers, drilling stipulations;
- 162 (8) The closing papers and costs; and
- 163 (9) The requirement that the Oneida Land Commission approve any residential
164 lease which does not include a Tribal member party.

165 (b) All terms of the offer to purchase are non-negotiable with the exception of the
166 following:

- 167 (1) Whether the buyer or seller is responsible for paying for the reports and forms
168 required by the contingencies, except the environmental report, which is the
169 responsibility of the Nation;
- 170 (2) The closing date, provided that, it must be a minimum of sixty (60) calendar
171 days from the date the offer is accepted by all required approving parties
172 unless an alternative closing date is agreed upon by all parties;
- 173 (3) The purchase price for the improvements; the purchase price of the land must
174 be determined by the tax assessed value of the land;
- 175 (4) The items included in the purchase price;
- 176 (5) The amount of the earnest money; and
- 177 (6) The closing prorations.

178 1.7-5. *Nation's Approval.* If the buyer makes an offer to purchase that is accepted by the seller,
179 the buyer shall present the accepted offer to purchase to the Leasing Specialist within five (5)
180 calendar days from the date of acceptance; this initiates the Nation's approval process.

181 (a) Immediately upon receipt of an accepted offer, the Residential Leasing Specialist
182 shall:

- 183 (1) Forward the offer to purchase to the Acquisition Manager along with the
184 buyer's pre-approval and residential lease application;
- 185 (2) If the offer to purchase is not submitted with the Land History Questionnaire
186 and/or the Real Estate Condition Report, provide notice to the buyer that said

187 documents must be submitted to the Comprehensive Housing Division within
188 five (5) business days from the date the offer to purchase is submitted – when
189 received, the Leasing Specialist shall immediately forward said documents to
190 the Acquisition Manager; and
191 (3) Notice the buyer that the survey is due to the Comprehensive Housing
192 Division no later than twenty (20) calendar days prior to closing. Immediately
193 upon receipt of a survey from the buyer, the Leasing Specialist shall forward
194 the survey to the Acquisition Manager.

195 (b) Upon receipt of an accepted offer, the Acquisition Manager shall:

196 (1) Notify the Residential Leasing Specialist of any time acquisition funds are
197 depleted or near depletion.

198 (2) Do all checks required under Land Management’s Land Acquisition for
199 Residential Leasing Standard Operating Procedure to determine if the
200 property is eligible and notify the Residential Leasing Specialist if there are
201 any defects to title that would make the homeowner or their property
202 ineligible pursuant to Land Management’s Land Acquisition for Residential
203 Leasing Standard Operating Procedure.

204 (3) If the property is determined to be eligible sign the offer to purchase on behalf
205 of the Nation and forward to the Residential Leasing Specialist, provided that
206 prior to signing, the Acquisition Manager shall obtain any Land Commission
207 approvals required under Land Management’s Land Acquisition for
208 Residential Leasing Standard Operating Procedure.

209 (c) Upon receipt of an offer to purchase signed by the Nation, the Residential Leasing
210 Specialist shall:

211 (1) Forward the offer to purchase received from the Acquisition Manager to the
212 homeowner and the lender; and

213 (2) Obtain any Oneida Land Commission approvals required in order to enter a
214 residential lease with the buyer (i.e. if there is not a Tribal member included as
215 a party to the residential lease).

216 (d) If, subsequent to signing the offer to purchase, the Nation has a concern related to the
217 contingencies, the Acquisition Manager or their designee shall work with relevant
218 parties to resolve the issue and shall immediately notify the Residential Leasing
219 Specialist and the lender of the issue and provide instructions as whether and how the
220 issue may be corrected so that the information is able to be communicated to the
221 buyer and eligibility is able to be confirmed in accordance with Land Management’s
222 Land Acquisition for Residential Leasing Standard Operating Procedure.

223 1.7-6. *Pre-Closing*. The lender shall notify the buyer, the Residential Leasing Specialist and the
224 Acquisition Manager of the date, time and location of the closing. If Bay Bank is providing
225 financing, then upon receipt of closing date, the Residential Leasing Specialist shall forward
226 information, including the closing date, to the Senior Loan Officer to create an assignment of lease
227 for financing using the closing date as the effective date. The Senior Loan Officer shall provide
228 the assignment of lease for financing to the Residential Leasing Specialist prior to the closing date.

229 1.7-7. *Land Commission Approval*. Land Commission approval is deemed granted based on
230 approval of this rule and is not required for each purchase except as specifically noted in the
231 Residential Leasing Rule or Land Management’s Land Acquisition for Residential Leasing
232 Standard Operating Procedure.

- 233 1.7-8. *Closing*. Closing responsibilities are distributed as follows:
234 (a) The Acquisition Manager shall attend closing and:
235 (1) Bring the check for the value of the land to the closing;
236 (2) Bring any other documents required by the Nation to the closing, which may
237 include affidavits; and
238 (3) Sign closing documents on behalf of the Nation.
239 (b) The Residential Leasing Specialist shall attend closing and:
240 (1) Bring the residential lease documents that have been signed on behalf of the
241 Nation to the closing; and
242 (2) If Bay Bank is providing financing, bring the assignments of lease for
243 financing that has been signed on behalf of the Nation to the closing.
244 (c) The homeowner shall sign the following documents at the closing:
245 (1) Any applicable loan documents;
246 (2) Closing statements;
247 (3) The three (3) original residential leases;
248 (4) If applicable, the assignment of lease for financing; and
249 (5) Any other required documents.
250 (d) The lender shall bring the following to the closing:
251 (1) The loan documents and any other bank required documents; and
252 (2) Closing statements for the improvements.
253 (e) Bay Title shall bring the following to the closing:
254 (1) Closing statements for the land and improvements;
255 (2) The deed; and
256 (3) Any other required documents.

257 1.7-9. *Post-Closing*.

- 258 (a) If Bay Bank is the lender, post-closing responsibilities are distributed as follows:
259 (1) Bay Bank shall:
260 (A) Provide Bay Title with the mortgage, the assignment of lease for
261 financing and an original residential lease;
262 (B) Ensure that Bay Title recorded the mortgage and the assignment of
263 lease for financing; and
264 (C) Provide the original recorded mortgage and assignment of lease for
265 financing to the Comprehensive Housing Division's Finance
266 Department.
267 (2) The Acquisition Manager shall:
268 (A) Ensure that Bay Title provided a final title policy include said policy in
269 the Land Management file;
270 (B) Ensure that Bay Title complied with Wisconsin's electronic transfer
271 return requirements;
272 (C) Ensure that Bay Title recorded the deed with the county register of
273 deeds and once received, record the county recorded deed with the
274 Oneida Nation Register of Deed;
275 (3) The Comprehensive Housing Division shall:
276 (A) Once all the original recorded documents have been received, record
277 the following with the Oneida Nation Register of Deeds:
278 (1) The residential lease;

- 279 (2) If applicable, the mortgage; and
280 (3) If applicable, the assignment of lease for financing.
281 (B) Return the original mortgage and assignment of lease for financing to
282 Bay Bank once they have been recorded with the Oneida Nation
283 Register of Deeds.

284 (b) If the Comprehensive Housing Division Finance Department is the lender, post-
285 closing responsibilities are distributed as follows:

286 (1) The Acquisition Manager shall:

287 (A) Ensure that Bay Title provided a final title policy include said policy in
288 the Land Management file;

289 (B) Ensure that Bay Title complied with Wisconsin's electronic transfer
290 return requirements;

291 (C) Ensure that Bay Title recorded the deed with the county register of
292 deeds and once received, record the county recorded deed with the
293 Oneida Nation Register of Deed;

294 (2) The Comprehensive Housing Division shall record the following with the
295 Oneida Nation Register of Deeds:

296 (A) The residential lease; and

297 (B) The mortgage.

298 *End.*

299

300 Original effective date: 02-22-2016

301 Amendment effective date: 10-21-2021

302

303

Summary Report for [insert name of rule]

Original effective date: 02-22-2016

Amendment effective date: asap

Name of Rule: Home Independent Purchase

Name of law being interpreted: Leasing Law

Rule Number: #6

Other Laws or Rules that may be affected: Acquisition Sop for HIP
Residential Leasing Rule

Brief Summary of the proposed rule:

Land Commission will determine maximum purchase price for improvement value and land value annually. Consider removing requirement of a home inspection.

Statement of Effect: Obtained after requesting from the Legislative Reference Office.

Financial Analysis: See Attached. \emptyset undetermined impact at this time but could increase the level of foreclosures

Note: In addition- the agency must send a written request to each entity which may be affected by the rule- asking that they provide information about how the rule would financially affect them.

The agency must include each entity's response in the financial analysis. If the agency does not receive a response within 10 business days after the request is made, the financial analysis can note which entities did not provide a response.

Financial Analysis for [Insert Name of Rule]

Type of Cost	Description/Comment	Dollar Amount
Start Up Costs		0
Personnel		0
Office		0
Documentation Costs		0
Estimate of time necessary for an individual or agency to comply with the rule after implementation		0
Other, please explain		
Total	Annual Net Revenue	0



Statement of Effect

Amendments to the Leasing Law Rule No. 6 – Homeownership by Independent Purchase (HIP) Program

Summary

The amendments to the Leasing Law Rule No. 6 – Homeownership by Independent Purchase (HIP) Program:

- Eliminate the two hundred and fifty thousand dollar (\$250,000) maximum value allowed for the total purchase price after the tax assessed value of the land is deducted, and instead provide that the maximum value for improvements shall be determined by the Oneida Land Commission on an annual basis each fiscal year. [Rule 1.5-1(a)];
- Eliminate the requirement that an offer to purchase contain a contingency related to the home inspection, which is an examination of the improvements, construction, condition, and internal systems to establish the structural and mechanical integrity completed by a certified home inspector. [Rule 1.7-4(a)]; and
- Provide that the survey required by the contingencies in the offer to purchase may be completed using the Nation’s vendor to be completed within twenty-one (21) calendar days of receipt of an accepted offer to purchase. [Rule 1.7-4(a)(4)].

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

Date: October 25, 2023

Analysis by the Legislative Reference Office

The Administrative Rulemaking law provides authorized agencies the opportunity to promulgate rules interpreting the provisions of any law enforced or administered by it; provided that, a rule may not exceed the rulemaking authority granted under the law for which the rule is being promulgated. [1 O.C. 106.4-1]. Rulemaking authority is defined as the delegation of authority to authorized agencies found in the Nation’s laws, other than the Administrative Rulemaking law, which allows authorized agencies to implement, interpret and/or enforce a law of the Nation. [1 O.C. 106.3-1(i)]. An authorized agency is defined as “any board, committee, commission, department, program or officer of the Nation that has been granted rulemaking authority.” [1 O.C. 106.3-1(a)].

The Leasing law was adopted for the purpose of setting out the Nation’s authority to issue, review, approve and enforce leases. [6 O.C. 602.1-1]. The Leasing law delegates authority to the Oneida Land Commission and Land Management to jointly develop rules related to obtaining a residential, agricultural, or business lease. [6 O.C. 602.5-1]. Land Management is defined as “the Division of Land Management or other entity responsible for entering into leases of tribal land.” [6 O.C. 602.3-1(i)]. Per the Nation’s Real Property law, the Comprehensive Housing Division (“CHD”) is the entity that is responsible for processing all leases of Tribal land for residential purposes. [6 O.C. 601.9-1]. Thus, CHD is Land Management for purposes of the rulemaking authority delegated under the Leasing law.

The Leasing law further provides that Land Management shall develop, and the Oneida Land Commission shall approve, the format and requirements set out in the lease document applications for different types of leases, as well as additional procedures and processes to be followed when offering and awarding lease documents. [6 O.C. 602.5-1(a)].

The purpose of the Leasing Law Rule No. 6 – Homeownership by Independent Purchase (HIP) Program (“the Rule”) is to expand the services being offered by the Nation through the creation of a program in which the prospective lessee buyer initiates a purchase where the buyer would purchase the improvements and the Nation, subject to available funding, would purchase the land pursuant to the process and eligibility requirements set forth in the Land Management’s Land Acquisition for Residential Leasing Standard Operating Procedure. [Rule 1.1-1 and 1.6-1]. Under this Rule the buyer would then enter a HIP residential lease for the land through the Comprehensive Housing Division. [Rule 1.1-1].

The proposed amendments to the Leasing Law Rule No. 6 – Homeownership by Independent Purchase (HIP) Program:

- Eliminate the two hundred and fifty thousand dollar (\$250,000) maximum value allowed for the total purchase price after the tax assessed value of the land is deducted, and instead provide that the maximum value for improvements shall be determined by the Oneida Land Commission on an annual basis each fiscal year. [Rule 1.5-1(a)];
- Eliminate the requirement that an offer to purchase contain a contingency related to the home inspection, which is an examination of the improvements, construction, condition, and internal systems to establish the structural and mechanical integrity completed by a certified home inspector. [Rule 1.7-4(a)]; and
- Provide that the survey required by the contingencies in the offer to purchase may be completed using the Nation’s vendor to be completed within twenty-one (21) calendar days of receipt of an accepted offer to purchase. [Rule 1.7-4(a)(4)].

Conclusion

There are no legal bars to adopting the proposed amendments to the Leasing Law Rule No. 6 – Homeownership by Independent Purchase (HIP) Program.¹

¹ This analysis did not include a review or analysis of the Land Management’s Land Acquisition for Residential Leasing Standard Operating Procedure referenced within the Rule. Provided it does not conflict with the Nation’s laws or the authority granted therein, there are no legal bars to adopting the proposed amendments to the Rule.