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

LEGISLATIVE OPERATING COMMITTEE MEETING AGENDA

Business Committee Conference Room - 2nd Floor Norbert Hill Center
October 7, 2026
9:00 a.m.

I. Call to Order and Approval of the Agenda

II. Minutes to be Approved

1. August 19, 2026 LOC Meeting Minutes (pg. 2)

III. Current Business

IV. New Submissions

1. Technology Resources Law Amendments (pg. 4)
2. Disability Law (pg. 24)
3. Tribal Environmental Response Law Amendments (pg. 27)
4. Oneida Environmental Quality Law (pg. 36)
5. Petition: G. Powless-Buenrostro – Decriminalize Marijuana #2026-02 (pg. 43)

V. Additions

VI. Administrative Updates

1. Legislative Operating Committee 2026-2029 Officer Selection (pg. 45)
2. 2023-2026 LOC Active Files List Outstanding Items Review (pg. 46)
3. Extension of the Emergency Adoption of the Probate Law (pg. 49)
4. One Year Review of the Law Enforcement Law (pg. 68)
5. Certification of the Amendments to the Landlord-Tenant Law Rule No. 2 – Income Based Rental Program Eligibility, Selection, and Other Requirements (pg. 70)

VII. Executive Session

VIII. Recess/Adjourn

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

Oneida Business Committee Conference Room-2nd Floor Norbert Hill Center
August 19, 2026
9:00 a.m.

Present: Jameson Wilson, Jonas Hill, Kirby Metoxen,
Excused: Jennifer Webster
Others Present: Clorissa Leeman, Grace Elliott, Carolyn Salutz
Others Present on Microsoft Teams: Ashley Blaker, Rhiannon Metoxen, Fawn Cottrell, Melissa Alvarado, Rae Skenandore, Kristal Hill, Fawn Billie, Thurston Denny, Lora Danforth, Peggy Helm-Quest, Derrick King, Quailen Thao, David Jordan, Brittany Smith, Nathan Maufort, Ronald Van Schyndel, Diane Wilson, Lauren Hartman, Tanya Hill, Sarah White, Shad Webster, Katsitsiyo Danforth, Ralinda Ninham-Lamberies, Barbara Webster, Shane Hill

I. Call to Order and Approval of the Agenda

Jameson Wilson called the August 19, 2026, Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Jonas Hill to adopt the agenda; seconded by Kirby Metoxen. Motion carried unanimously.

II. Minutes to be Approved

1. August 5, 2026 LOC Meeting Minutes.

Motion by Jonas Hill to approve the August 5, 2026, LOC meeting minutes and forward to the Oneida Business Committee; seconded by Kirby Metoxen. Motion carried unanimously.

III. Current Business

IV. New Submissions

V. Additions

VI. Administrative Updates

1. Certification of the Technology Resources Law Rules.

Motion by Jonas Hill to certify the Technology Resources Law Rule No. 1, No. 2, No. 3, No. 4, No. 8, and No. 9, and forward to the Oneida Business Committee for consideration; seconded by Kirby Metoxen. Motion carried unanimously.

2. Certification of the Real Property Law Rule No. 3 – Easements Amendments.
Motion by Kirby Metoxen to certify the Real Property Law Rule No. 3 – Easements Amendments and forward to the Oneida Business Committee for consideration; seconded by Jonas Hill. Motion carried unanimously.

3. Legislative Operating Committee End of 2023-2026 Legislative Term Report.
Motion by Jonas Hill to approve the LOC End of 2023-2026 Legislative Term Report and forward to the Oneida Business Committee; seconded by Kirby Metoxen. Motion carried unanimously.

VII. Executive Session

VIII. Adjourn

Motion by Kirby Metoxen to adjourn at 9:50 a.m.; seconded by Jonas Hill. Motion carried unanimously.

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

AGENDA REQUEST FORM

1) Request Date: 9/16/2026
2) Contact Person(s): Shane Hill
   Dept: DTS
   Phone Number: 920-496-7385 Email: shill8@oneidanation.org
3) Agenda Title: Replace the Tech Resources Law with the IT Sec Governance Law
4) Detailed description of the item and the reason/justification it is being brought before the LOC:
   The current Technology Resources Law no longer provides a sufficient governance framework to support the rapidly evolving technology and cybersecurity landscape of the Oneida Nation. While the existing law establishes general authority over technology resources, it does not adequately define the complete governance hierarchy necessary to

   List any supporting materials included and submitted with the Agenda Request Form
   1) Technology Resources law
   2) Governance Hierarchy Document
   3) Best practice Policies reference
   4) Proposed IT Gov Law

5) Please list any laws, policies or resolutions that might be affected:
   Technology Resources Law
6) Please list all other departments or person(s) you have brought your concern to:
   Law Office, LOC
7) Do you consider this request urgent? ■ Yes ☐ No
   If yes, please indicate why:
   Oneida is currently way behind on the ability to properly govern, enforce and protect Oneida Nations data, compliance and risks

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

Signature of Requester:
Shane Hill
Digitally signed by Shane Hill
Date: 2026.09.16 15:23:15 -05'00'

Please send this form and all supporting materials to:

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

Title 2. Employment – Chapter 215
TECHNOLOGY RESOURCES

215.1	Purpose and Policy	215.6	Privacy
215.2	Adoption, Amendment, Repeal	215.7	Limitations on Use
215.3	Definitions	215.8	Technology Resources Acknowledgment Form
215.4	Acceptable Use	215.9	Administrative Rulemaking Authority
215.5	Inappropriate Personal Use	215.10	Violations

215.1 Purpose and Policy.

215.1-1. *Purpose*. The purpose of this law is to regulate the usage of technology resources and processed data owned and operated by the Nation.

215.1-2. *Policy*. It is the policy of the Nation to provide its community and employees access to the tools necessary to participate in a technological society. Allowing limited personal use of these tools helps enhance the quality of the workplace and helps the Nation to retain highly qualified and skilled workers and officials, as well as to develop the technological skills of the community. Pursuant to this law, users are permitted limited use of technology resources of the Nation for personal needs if the use does not interfere with the authorized duties of the user or official business of the Nation.

(a) This law does not create a right to use technology resources of the Nation for personal use.

(b) This law in no way limits use of technology resources to fulfill authorized duties.

215.2 Adoption, Amendment, Repeal.

215.2-1. This law was adopted by the Oneida Business Committee by resolution BC-0 9-29-04-B and amended by resolution BC-10-09-24-A.

215.2-2. This law may be amended or repealed by the Oneida Business Committee or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

215.2-3. 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.

215.2-4. 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.

215.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

215.3 Definitions.

215.3-1. 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) "Employee" means any individual who is employed by the Nation but does not include elected or appointed officials or individuals employed by a corporation chartered by the Nation.

(b) "DTS" means the Digital Technology Services.

(c) "Nation" means the Oneida Nation.

(d) "Personal use" means any technology resource use that is conducted for purposes other than accomplishing an authorized activity or official business of the Nation.

(e) "Technology Resources" means any tools, systems, and applications that use technology to fulfill their purposes. Technology resources may include, but are not limited to, computers, tablets, telephones, facsimile machines, photocopiers, networks, virtual applications, and software, such as internet connectivity and access to internet services and electronic mail.

(f) "User" means any individual who uses the technology resources of the Nation, including but not limited to employees, independent contractor personnel, interns, members of boards, committees or commissions, volunteers, guests, and visitors.

215.4 Acceptable Use.

215.4-1. Users may utilize technology resources for authorized activities.

215.4-2. Users may engage in personal use of technology resources when such use does not interfere with the mission or operations of the entity in control of the resources and does not violate applicable laws, rules, or standard operating procedures of the Nation.

215.4-3. Employees may engage in limited personal use of technology resources if the usage does not violate section 215.5-1 of the law or standards enacted pursuant to section 215.7-1 of the law.

215.5 Inappropriate Personal Use.

215.5-1. Users are expected to conduct themselves professionally and to refrain from using technology resources of the Nation for activities that are inappropriate no matter in what location the user utilizes the technology resources of the Nation. Misuse or inappropriate personal use of technology resources of the Nation includes:

(a) Any personal use that could cause congestion, delay, or disruption of service to the network. This may include, but is not limited to, downloading video, sound or other large file attachments that can degrade performance of the entire network.

(b) The creation, copying, transmission, or retransmission of chain letters or unauthorized mass mailings regardless of the subject matter. An unauthorized mass mailing is a mailing sent to fifty (50) or more addresses without the permission of the employee's supervisor.

(c) Using technology resources of the Nation for activities that are illegal.

(d) Using technology resources of the Nation for activities that are offensive to fellow users. Such activities include, but are not limited to, hate speech, or material that ridicules another individual on the basis of race, creed, religion, color, sex, disability, national origin, or sexual orientation.

(e) The creation, download, viewing, storage, copying, or transmission of sexually explicit or sexually oriented materials.

(f) Posting unauthorized information to external newsgroups, bulletin boards, or other public forums.

(g) The unauthorized acquisition, use, reproduction, transmission, or distribution of any controlled information including software and data, that includes, copyrighted, trade marked or material with other intellectual property rights, beyond fair use, or proprietary data.

(h) Unauthorized use of another user's password or account.

(i) Excessive personal use of the internet pursuant to section 215.7-1(a) of this law.

(j) Maintenance of a private business without proper authorization.

(k) Transmission of computer viruses or other malicious code.

215.5-2. It shall not be deemed an inappropriate use for a user to share information or evidence regarding the inappropriate use of another user if reporting the inappropriate use in accordance with the proper reporting structure.

215.6 Privacy.

215.6-1. All activities using technology resources of the Nation may be monitored, intercepted, recorded, read, copied, or captured by DTS to ensure user compliance with this law. Use of

technology resources, authorized or unauthorized, constitutes consent to this monitoring, interception, recording, reading, copying, or capturing.
215.6-2. This law in no way creates a right to privacy in technology resource usage. Users should not expect privacy in their usage, including accessing personal e-mail, brokerage, credit card, and bank accounts through the internet.

215.7 Limitations on Use.
215.7-1. The privilege to use the technology resources of the Nation for personal use may be revoked or limited. If the user is subject to the Nation's laws and rules governing employment, the supervisor may revoke or limit the privileges of that user.

(a) Supervisors are hereby authorized to develop standard operating procedures defining excessive use of technology resources for any user that is an employee of the Nation and subject to the supervisor's authority. Any standard operating procedure shall be developed in accordance with all other laws and rules of the Nation. The standard operating procedures may also establish the appropriate times to use technology resources for personal use. Supervisors shall provide adequate notice of the terms of any standard operating procedures to all individuals covered by such procedures.

(b) Tribal entities, agencies, or departments that provide technology resources to community members or to the public may adopt usage policies not inconsistent with this law or rules developed in accordance with this law.

215.8 Technology Resources Acknowledgment Form.
215.8-1. Users shall receive a copy of the Technology Resources law and technology resources acknowledgment form. All users shall sign the acknowledgment form in order to gain or continue access to technology resources of the Nation.

215.9 Administrative Rulemaking Authority.
215.9-1. DTS shall be delegated rulemaking authority in accordance with the Administrative Rulemaking law to promulgate rules to govern technology resources of the Nation.

215.10 Violations.
215.10-1. Violations of the law or any rule adopted in accordance with this law may result in limitation on use of or a loss of access to the technology resources of the Nation.
215.10-2. The Nation reserves the right to advise law enforcement officials of suspected illegal activity found within a user's technology resources and provide them such resources as evidence.
215.10-3. Employee violations of this law are subject to discipline in accordance with the Nations laws governing employment.

End.

Emergency Adopted – BC-03-24-04-A
Adopted – BC-09-29-04-B
Amended – BC-10-09-24-A

Governance Document Hierarchy Definitions

1. **Oneida Nation Laws/Rules**

Definition:

Oneida Nation Laws are formally enacted by legal authorities adopted through the Nation's established legislative process. They establish mandatory requirements, rights, responsibilities, authorities, and restrictions that govern the Nation, its entities, programs, enterprises, employees, and affiliated parties. Oneida Nation Laws represent the highest level of governance authority within the governance framework, and all subordinate governance documents must comply with and support applicable laws.

Change Frequency: Rarely, through official legislation.

Change Process: Amended through the official Oneida Nation legislative process, including drafting, review, approval, and enactment by authorized governing bodies.

2. **Resolutions / Executive Directives**

Definition:

Resolutions and Executive Directives provide official direction, authorization, or decisions issued by the Nation's governing bodies or executive leadership under the authority granted by Oneida Nation Laws. These documents establish strategic direction, assign responsibilities, approve initiatives, allocate authority, or address specific organizational matters. Resolutions and Executive Directives are binding and serve as the authoritative bridge between legislative requirements and operational implementation.

Change Frequency: Infrequently, as strategic or operational needs arise.

Change Process: Issued, modified, or rescinded by the Business Committee, Tribal leadership, or authorized executive authority through formal approval processes.

3. **Policies**

Definition:

Policies establish management's intentions, principles, expectations, and rules governing organizational activities and decision-making. Policies define what must be achieved and why it is required, while providing a framework for consistent governance, risk

management, compliance, and accountability across the organization. Policies support and implement the requirements established by laws, resolutions, and executive directives.

Change Frequency: Occasionally, upon significant business, legal, regulatory or risk changes.

Change Process: Developed by business owners, reviewed by stakeholders, legal, compliance, and leadership, and formally approved by designated governance authorities.

4. **Standards**

Definition:

Standards define specific, mandatory requirements, controls, specifications, or criteria that must be consistently implemented to comply with applicable policies. Standards establish measurable and enforceable expectations that ensure uniformity, quality, security, regulatory compliance, and operational consistency across the organization.

Change Frequency: Periodically, when technology, regulatory, security or operational improvements are identified.

Chane Process: Drafted and maintained by subject matter experts and approved by the responsible governance body or policy owner to ensure alignment with policy requirements.

5. **Procedures (SOP)**

Definition:

Procedures document the required sequence of activities and processes necessary to implement policies and comply with standards. Procedures define how organizational tasks are performed, identify responsible parties, specify required actions, and ensure activities are executed consistently, effectively, and in accordance with governance requirements.

Change Frequency: Regularly, as processes evolve, systems change, or operational improvements are identified.

Change Process: Developed and maintained by process owners and operational teams, reviewed for accuracy, and approved by responsible management.

6. **Guidelines**

Definition:

Guidelines provide recommended practices, considerations, and advisory information intended to assist personnel in achieving desired outcomes. Unlike standards and procedures, guidelines are generally discretionary and allow flexibility in implementation while promoting consistency, efficiency, and alignment with organizational objectives.

Change Frequency: As needed, updated frequently to reflect best practices and lessons learned.

Change Process: Created and maintained by subject matter experts with management review when appropriate. Formal approval is generally not required.

7. **Work Instructions**

Definition:

Work Instructions provide detailed, task-specific directions for performing individual activities within a procedure. They describe the exact steps, methods, system actions, or techniques required to complete a task accurately and consistently. Work Instructions support operational execution and are typically intended for personnel performing specific functions.

Change Frequency: Frequently when tools, tasks or workflows change.

Change Process: Updated by supervisors, process owners, or designated personnel responsible for the work being performed.

8. **Forms, Templates, and Records**

Definition:

Forms, Templates, and Records are operational artifacts used to document, support, and demonstrate compliance with governance requirements.

- Forms capture required information in a standardized manner.
- Templates provide predefined formats to ensure consistency in documentation and communication.

- Records serve as evidence that activities, decisions, approvals, and processes have been performed in accordance with applicable laws, policies, standards, and procedures.

These artifacts represent the lowest level of the governance hierarchy and provide auditable proof of compliance and operational execution.

Change Frequency: As Needed, whenever documentation, data collection, branding, compliance, or reporting requirements change

Change Process: Maintained by document owners or administrators and updated through operational change control processes. Records themselves are retained according to approved retention schedules and are not modified once finalized.

Governance Authority Flow (Top Down)

1. Oneida Nation Laws
2. Resolutions / Executive Directives
3. Policies
4. Standards
5. Procedures
6. Guidelines *(advisory)*
7. Work Instructions
8. Forms, Templates, and Records

Principle: Every lower-level document must support and align with the authority and requirements established by the levels above it. Documents may be more restrictive than higher-level authorities but may never conflict with them.

Information Security (INFOSEC) Policies

Governance & Risk

1. Information Security Governance Policy
2. Enterprise Risk Management Policy
3. Cybersecurity Risk Assessment Policy
4. Security Exception and Risk Acceptance Policy
5. Security Metrics and Reporting Policy
6. Security Roles and Responsibilities Policy

Identity & Access Management (IAM)

1. Identity and Access Management Policy
2. Account Management Policy
3. Password and Authentication Policy
4. Multi-Factor Authentication (MFA) Policy
5. Privileged Access Management (PAM) Policy
6. Service Account Management Policy
7. Remote Access Policy
8. Vendor and Third-Party Access Policy
9. Access Review and Recertification Policy
10. Separation of Duties Policy

Data Protection & Privacy

1. Data Classification and Handling Policy
2. Data Loss Prevention (DLP) Policy
3. Encryption and Cryptographic Controls Policy
4. Records Retention and Disposal Policy
5. Privacy and Personally Identifiable Information (PII) Protection Policy
6. HIPAA Security and Privacy Compliance Policy

7. Data Sovereignty Policy
8. Secure Data Sharing Policy

Security Operations

1. Security Monitoring and Logging Policy
2. Security Operations Center (SOC) Policy
3. Vulnerability Management Policy
4. Threat Intelligence Policy
5. Patch and Remediation Management Policy
6. Incident Response Policy
7. Digital Forensics and Evidence Handling Policy
8. Malware Protection Policy

Endpoint & Infrastructure Security

1. Endpoint Security Policy
2. Server Security Policy
3. Workstation Security Policy
4. Mobile Device Security Policy
5. USB and Removable Media Policy
6. Network Security Policy
7. Wireless Network Security Policy
8. Cloud Security Policy
9. Email Security Policy
10. Secure Configuration Baseline Policy

Application & Development Security

1. Secure Software Development Policy
2. Application Security Policy
3. Change Management Security Review Policy

4. Code Review and Testing Policy
5. API Security Policy
6. Software Acquisition Security Policy

Third-Party Security

1. Vendor Risk Management Policy
2. Cybersecurity Security Risk Assessment (CSRA) Policy
3. Third-Party Security Monitoring Policy
4. Supply Chain Security Policy
5. Managed Service Provider (MSP) Security Policy

Awareness & Compliance

1. Security Awareness and Training Policy
2. Acceptable Use Policy
3. Insider Threat Program Policy
4. Regulatory Compliance Policy
5. Audit and Assessment Policy
6. Cybersecurity Continuous Improvement Policy

Information Technology (INFOTECH) Policies

Governance

1. IT Governance Policy
2. Enterprise Architecture Policy
3. Technology Standards Management Policy
4. Project Portfolio Management Policy

Operations

1. Change Management Policy
2. Incident Management Policy

3. Problem Management Policy
4. Service Request Management Policy
5. Configuration Management Policy (CMDB)
6. Capacity Management Policy
7. Availability Management Policy

Infrastructure

1. Server Administration Policy
2. Network Administration Policy
3. Cloud Services Management Policy
4. Backup and Recovery Policy
5. Disaster Recovery Policy
6. Business Continuity Policy
7. Telecommunications Policy

End User Services

1. Endpoint Device Management Policy
2. Software Asset Management Policy
3. Hardware Lifecycle Management Policy
4. Printing Services Policy
5. Mobile Device Management Policy

Procurement & Vendors

1. Technology Procurement Policy
2. Technology Asset Management Policy
3. Licensing Management Policy
4. Technology Vendor Management Policy

Government Foundational Policies:

1. Information Security Governance
2. Acceptable Use
3. Identity & Access Management
4. Password & MFA
5. Privileged Access Management
6. Service Account Management
7. Data Classification
8. Data Loss Prevention
9. Encryption
10. Incident Response
11. Vulnerability Management
12. Security Monitoring & Logging
13. Endpoint Security
14. USB & Removable Media
15. Network Security
16. Cloud Security
17. Vendor Risk Management
18. Security Awareness & Training
19. Change Management
20. Disaster Recovery & Business Continuity

Title 2. Employment – Chapter 215
INFORMATION TECHNOLOGY AND SECURITY GOVERNANCE LAW

215.1	Purpose and Policy	215.6	Privacy
215.2	Adoption, Amendment, Repeal	215.7	Limitations on Use
215.3	Definitions	215.8	Technology Resources Acknowledgment Form
215.4	Scope and Applicability	215.9	Administrative Rulemaking Authority
215.5	Governance Hierarchy	215.10	Violations

215.1 Purpose and Policy.

215.1-1. *Purpose*. The purpose of this law is to:

(a) establish a consistent Nation-wide system of governance for information technology and information security;

(b) assign the Digital Technology Services (DTS) authority and responsibility to lead, administer, and enforce enterprise technology governance;

(c) protect the confidentiality, integrity, availability, privacy, sovereignty, and appropriate use of the Nation's information and technology resources;

(d) ensure that technology decisions support the Nation's governmental, enterprise, programmatic, legal, regulatory, risk, and operational objectives;

(e) establish a mandatory top-down compliance framework under which lower-level governance documents may add protections or restrictions but may not weaken, remove, conflict with, or bypass higher-level requirements; and

(f) require formal review and approval of DTS Policies, including executive leadership acceptance, before publication and Nation-wide implementation.

215.1-2. *Policy*. It is the policy of the Nation that:

(a) information technology is an enterprise resource and shall be governed in a coordinated, risk-based, secure, and accountable manner.

(b) DTS is the Nation's central authority for enterprise information technology governance and information security governance, subject to Oneida Nation Laws, Rules, resolutions, executive directives, and the lawful authority of the Oneida Business Committee and other authorized governing bodies.

(c) DTS shall establish and maintain the enterprise technology governance framework, including Policies, Standards, Procedures, Guidelines, Work Instructions, control requirements, architecture requirements, security requirements, and compliance mechanisms within its delegated authority.

(d) Nothing in this Law shall be read to limit a duly authorized governing body from exercising authority granted by Oneida Nation Law.

215.2 Adoption, Amendment, Repeal.

215.2-1. This law was adopted by the Oneida Business Committee by resolution BC-09-29-04-B and amended by resolution BC-10-09-24-A.

215.2-2. This law may be amended or repealed by the Oneida Business Committee or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

215.2-3. 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.

215.2-4. 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.
215.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

215.3 Definitions.
215.3-1. 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) Division/Department: Any Oneida Nation governmental department, program, office, enterprise, business unit, board, committee, commission, or other organizational component covered by this Law.
(b) DTS: The Digital Technology Services, including the organizational functions assigned responsibility for enterprise information technology and information security.
(c) Executive Leadership: The executive authority or leadership body designated by the Nation to review and approve enterprise Policies before publication.
(d) Information: Data, records, content, communications, knowledge, or other information in any form that is owned, controlled, created, received, maintained, processed, or used by or on behalf of the Nation.
(e) Information Security: The governance, risk management, administrative, physical, and technical safeguards used to protect the confidentiality, integrity, availability, privacy, sovereignty, and appropriate use of information and technology resources, and to identify, assess, reduce, monitor, and respond to cybersecurity and information-related risk.
(f) Information Technology: The people, governance, processes, services, systems, infrastructure, applications, devices, networks, telecommunications, cloud resources, data platforms, and related capabilities used to create, process, store, transmit, secure, support, and manage information and to deliver technology-enabled services for the Nation.
(g) Policy: A formally approved governance document that establishes mandatory management intent, principles, expectations, and rules, and states what must be achieved and why.
(h) Procedure or SOP: A document that specifies the required sequence of activities, responsible parties, and actions used to implement Policies and Standards.
(i) Standard: A mandatory document that defines specific controls, specifications, criteria, configurations, or measurable requirements necessary to comply with Policy.
(j) Technology Resources: Hardware, software, systems, services, networks, telecommunications, cloud services, applications, devices, accounts, identities, digital records, operational technology, data platforms, and related components used by or for the Nation.
(k) Top-Down Compliance Framework: The governance principle that each lower-level authority or document must comply with and support every applicable level above it and may be more restrictive, but may not conflict with, weaken, omit, reduce, or take away requirements established by higher authority.

215.4 Scope and Applicability.
215.4.1. This Law applies Nation-wide to all Oneida Nation governmental departments, programs, boards, committees, commissions, enterprises, business units, and other organizational components to the extent permitted by applicable law or charter.
215.4.2. This Law applies to all elected officials, appointed officials, employees, temporary workers, contractors, consultants, volunteers, vendors, service providers, and other persons who access,

administer, process, store, transmit, support, or oversee Nation information or technology resources.
215.4.3. This Law applies to all Nation-owned, leased, hosted, managed, or approved technology resources, and to non-Nation resources when used to access, process, store, or transmit Nation information.
215.4.4. Contracts, grants, compacts, regulatory obligations, and enterprise charters may impose additional requirements. Such requirements shall be integrated without reducing the minimum protections established under this Law and other superior authorities.

215.5 Governance Hierarchy and Precedence.
215.5-1. The following hierarchy governs information technology and information security, from highest to lowest authority:
(a)

Level	Governance Document	Authority and Function
1	Oneida Nation Laws and Rules	Mandatory legislative authority.
2	Resolutions and Executive Directives	Binding official direction issued under lawful authority.
3	Policies	Mandatory organizational requirements defining what must be achieved and why.
4	Standards	Mandatory controls, criteria, specifications, and measurable requirements.
5	Procedures and Standard Operating Procedures	Required methods and sequences for implementing Policies and Standards.
6	Guidelines	Advisory practices that support compliant implementation unless made mandatory by a superior authority.
7	Work Instructions	Detailed task-specific directions supporting Procedures.
8	Forms, Templates, and Records	Operational artifacts used to standardize activity and demonstrate compliance.

215.5-2. Each lower-level governance document, decision, control, configuration, process, and practice shall comply with and support all applicable higher-level authorities.
215.5.-3. A Division/Department may establish requirements that are more protective, restrictive, or specific than DTS requirements when needed for its legal, regulatory, grant, business, safety, or operational obligations, provided the Division/Department does not conflict with or reduce any higher-level requirement.
215.5-4. No Division/Department may waive, weaken, remove, replace, supersede, circumvent, or create an exception to a requirement established by this Law, another superior authority, or a DTS Policy or Standard, except through an exception process expressly authorized by DTS and consistent with superior authority.
215.5-5. If two requirements conflict, the higher authority controls. Where requirements at the same level differ, the more protective requirement controls unless the authorized owner issues a documented determination otherwise.

215.6 DTS Governance Responsibilities.

215.6-1. DTS shall:

(a) establish and maintain the Nation's enterprise information technology and information security governance program;
(b) develop, maintain, interpret, and administer enterprise Policies, Standards, and supporting governance documents within its authority;
(c) define enterprise architecture, cybersecurity, identity and access management, data protection, system lifecycle, service management, technology acquisition, cloud, network, endpoint, application, and third-party technology requirements;
(d) conduct or coordinate risk assessments, security reviews, compliance reviews, monitoring, vulnerability management, incident response, and technology assurance activities;
(e) maintain an authoritative repository and publication process for approved DTS governance documents;
(f) establish governance bodies, review forums, technical advisory groups, or change control processes as needed;
(g) provide Division/Departments with templates, guidance, consultation, and implementation support;
(h) identify and report material risk, noncompliance, and unresolved exceptions to appropriate leadership or governing authorities; and
(i) coordinate with the Oneida Law Office, Human Resources, Finance, Procurement, Records Management, Privacy, Internal Audit, regulatory functions, and other stakeholders as appropriate.

215.7 Nation-wide effect of DTS policies.

215.7-1. Upon approval and publication in accordance with this Law, DTS Policies and mandatory Standards apply Nation-wide to all persons, Division/Departments, information, and technology resources within their stated scope.

215.7-2. DTS Policies establish minimum requirements. Division/Departments may add protections or controls but may not take away from, weaken, or contradict DTS requirements.

215.7-3. A Division/Department's internal approval, local practice, custom, budget, technical limitation, or conflicting subordinate document does not excuse compliance.

215.7-4. DTS shall identify the effective date, scope, owner, approval authority, version, review cycle, and superseded documents for each published Policy.

215.7-5. Information Security Policies and Information Technology Policies shall be maintained, classified, titled, numbered, and published as separate policy families. They shall not be combined into a single policy series or labeled interchangeably.

215.7-6. The required separation is intended to prevent fundamental conflicts in policy purpose, ownership, priority, interpretation, approval, and enforcement.

(a) Information Security Policies primarily establish requirements for security, risk management, protection, confidentiality, integrity, availability, privacy, control assurance, and the reduction of threats and vulnerabilities.
(b) Information Technology Policies primarily establish requirements for technology processes, service delivery, operational efficiency, speed, availability, reliability, supportability, and cost management.

215.7-7. Operational objectives such as speed, availability, service convenience, and cost shall not be used to weaken, bypass, or eliminate an applicable Information Security requirement. Information

Security requirements shall be designed and administered with due consideration for operational continuity and mission delivery, but protective and risk-based requirements shall remain controlling when a material conflict cannot otherwise be resolved, subject to superior law and an authorized exception or risk-acceptance process.
215.7-8. Each Information Security Policy shall use the title and identifier format "INFOSEC - ####", followed by the policy title. Each Information Technology Policy shall use the title and identifier format "INFOTECH - ####", followed by the policy title. DTS shall assign and maintain unique sequential identifiers within each policy family and shall not reuse a retired or superseded identifier for an unrelated policy.
215.7-9. The authoritative policy repository and governance register shall identify whether each Policy is an INFOSEC or INFOTECH Policy and shall record its identifier, title, owner, approval authority, effective date, version, review cycle, status, and any superseded document. Supporting Standards, Procedures, SOPs, Guidelines, and Work Instructions shall identify the applicable parent Policy or Policies and shall not obscure the distinction between the INFOSEC and INFOTECH policy families.

215.8 Formal policy, development, approval, and publication.
215.8-1. No DTS Policy shall be published as final or represented as Nation-wide Policy until it completes the formal approval process established by this section.
215.8-2. At a minimum, the formal approval process shall include:
(a) documented need, purpose, scope, authority, and accountable Policy owner;
(b) drafting by or in coordination with appropriate subject matter experts;
(c) stakeholder review by materially affected Division/Departments or functions;
(d) legal, regulatory, privacy, records, labor, financial, procurement, accessibility, or other specialized review when applicable;
(e) review and recommendation by the DTS governance authority designated by the DTS executive leader;
(f) approval by the DTS executive leader or designee; and
(g) acknowledgement by Executive Leadership before publication.
215.8-3. After approval, DTS shall publish the Policy in the authoritative repository, communicate it to affected parties, preserve approval records, and provide an implementation or transition date when appropriate.
215.8-4. A Policy revision that materially changes scope, responsibilities, mandatory requirements, enforcement, or risk acceptance shall complete the same formal approval process. Administrative corrections that do not change substantive meaning may follow a documented expedited process.
215.8-5. Emergency interim requirements may be issued when necessary to address an imminent or material threat, legal mandate, service disruption, or operational risk. Interim requirements shall identify their authority, effective period, and approval, and shall enter the formal process if they are to remain in effect.

215.9 Division/Departmental policies, standards and SOPs.
215.9-1. A Division/Department that is required or authorized to create its own Policies, Standards, Procedures, SOPs, Guidelines, Work Instructions, forms, templates, or records shall ensure that each document:
(a) complies with all applicable Oneida Nation Laws and Rules, resolutions, executive

directives, DTS Policies, DTS Standards, and other superior authorities;
(b) incorporates or references applicable DTS requirements;
(c) is at least as protective and restrictive as applicable DTS requirements;
(d) identifies the Division/Department owner, approval authority, effective date, version, review cycle, and records-retention requirements;
(e) is reviewed by DTS before approval or publication when it governs, affects, or creates requirements for technology resources, information security, cybersecurity, identity, access, data protection, technology acquisition, system operation, or technology risk; and
(f) is revised or withdrawn when DTS or another superior authority changes and the Division/Department document is no longer aligned.

215.9-2. Division/Department Procedures and SOPs shall describe how the Division/Department will meet DTS requirements. They shall not redefine whether a DTS requirement applies.
215.9-3. Division/Departments shall provide current copies of covered governance documents to DTS upon request and shall cooperate with alignment and compliance reviews.
215.9-4. If a Division/Department identifies a conflict, it shall promptly notify DTS and suspend the conflicting subordinate provision to the extent necessary to prevent noncompliance, unless doing so would violate superior law or create a documented immediate safety risk.

215.10 Technology acquisition, development and change.
215.10-1. Division/Departments shall involve DTS before acquiring, renewing, developing, implementing, materially changing, or retiring technology resources that connect to Nation systems, process Nation information, require Nation identities, create cybersecurity risk, or require DTS support.
215.10-2. Technology procurements and agreements shall comply with DTS architecture, security, privacy, data protection, integration, supportability, records, continuity, and lifecycle requirements.
215.10-3. No procurement, contract, purchase, subscription, grant, donation, pilot, or locally funded initiative may be used to bypass DTS review or mandatory governance requirements.
215.10-4. DTS may require risk remediation, compensating controls, contract terms, security testing, implementation conditions, or disapproval when a proposed technology creates unacceptable or unmanaged risk.

215.11 Risk management, compliance and assurance.
215.11-1. Division/Departments are accountable for managing technology and information security risk within their operations and for implementing controls required by superior authorities and DTS governance documents.
215.11-2. DTS may conduct or coordinate assessments, audits, control testing, technical validation, inventories, monitoring, and compliance reviews reasonably necessary to administer this Law.
215.11-3. Division/Departments and covered persons shall timely provide accurate information, records, system access, evidence, and cooperation needed for authorized governance, risk, compliance, investigation, or assurance activities.
215.11-4. Material findings shall be documented, assigned to an accountable owner, risk-ranked, remediated within an approved period, and reported through applicable governance channels.
215.11-5. Compliance evidence shall be retained in accordance with approved records-retention requirements.

215.12 Exceptions and risk acceptance.

215.12-1. Exceptions may be granted only when expressly allowed by the applicable superior authority and when compliance is temporarily infeasible or an alternative control provides equivalent or greater protection.

215.12-2. An exception request shall document the requirement, business justification, scope, systems and information affected, risk analysis, compensating controls, accountable owner, requested duration, remediation plan, and required approvals.

215.12-3. DTS shall establish the approval level based on risk. High or material residual risk shall be elevated to appropriate Executive Leadership or governing authority for documented risk acceptance.

215.12-4. Exceptions shall be written, time-limited, reviewable, revocable, and tracked. Silence, delay, historical practice, local approval, or lack of enforcement does not create an exception.

215.12-5. No exception may authorize conduct prohibited by Oneida Nation Law or another superior legal authority.

215.13 Administrative rulemaking authority.

215.13-1. DTS shall be delegated rulemaking authority in accordance with the Administrative Rulemaking law to promulgate rules to further govern technology resources of the Nation.

215.13 Enforcement and corrective actions for violations.

215.13-1. DTS may take reasonable and proportionate action to protect the Nation and enforce this Law, including requiring remediation, restricting or suspending access, isolating systems, blocking technology, delaying implementation, requiring additional controls, or referring matters to appropriate leadership, Human Resources, Legal, Internal Audit, law enforcement, regulators, or governing authorities.

215.13-2. Enforcement actions shall consider the nature, severity, duration, recurrence, and impact of the noncompliance; the sensitivity of affected information; applicable legal or regulatory duties; and the immediacy of risk.

215.13-3. Employees and other covered persons may be subject to corrective or disciplinary action under applicable employment, contract, ethics, or other authorities. Vendors and service providers may be subject to contractual remedies, access termination, or disqualification consistent with applicable authority.

215.13.4. The Nation reserves the right to advise law enforcement officials of suspected illegal activity found within a user's technology resources and provide them such resources as evidence.

215.13-5. Nothing in this section prevents immediate protective action when DTS reasonably determines that delay could expose the Nation to material harm.

End.

Emergency Adopted – BC-03-24-04-A
Adopted – BC-09-29-04-B
Amended – BC-10-09-24-A

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

AGENDA REQUEST FORM

1) Request Date: September 18, 2026

2) Contact Person(s): Marena Bridges

Dept: Individual tribal member

Phone Number: 920-371-3718 Email: marena.bridges@gmail.com

3) Agenda Title: Consider a Comprehensive Oneida Disability Law

4) Detailed description of the item and the reason/justification it is being brought before the LOC:

I request that the LOC consider developing a comprehensive Oneida Nation disability law addressing equal access, reasonable accommodations, and enforceable protections. Please review existing laws and involve citizens with disabilities. See attachment.

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

1) Supporting statement (2 pages)
2) _____
3) _____
4) _____

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

Building Code; Landlord-Tenant; Employee Manual. See attachment.

6) Please list all other departments or person(s) you have brought your concern to:

n/a

7) Do you consider this request urgent? ☐ Yes ■ No

If yes, please indicate why:

_____

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

Signature of Requester:

Marena Bridges

Please send this form and all supporting materials to:

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

ATTACHMENT TO LOC AGENDA REQUEST

Comprehensive Oneida Nation Disability Law

Requester: Marena Bridges, Oneida Nation member
Date: September 18, 2026

Requested action

I respectfully request that the Legislative Operating Committee consider opening a legislative file to develop a comprehensive disability law for the Oneida Nation. I ask the LOC to review existing protections, identify gaps, and establish an accessible development process centered on Oneida citizens with disabilities.

Purpose and justification

People with disabilities should be able to participate fully in the life of the Nation with dignity, autonomy, and equal opportunity. A comprehensive law could make rights, responsibilities, accommodation procedures, and remedies clear across departments and programs. It could strengthen existing protections and reduce the burden of repeatedly navigating different offices to obtain access or resolve concerns.

Core provisions for consideration

1. **Equal access and nondiscrimination.** Address employment, housing, education, health care, social services, transportation, tribal enterprises, and governmental, civic, and cultural participation within the Nation's authority.
2. **Inclusive disability protections.** Address physical, sensory, intellectual, developmental, psychiatric, and other disabilities, including non-apparent and episodic disabilities. Protect privacy, informed choice, and participation with chosen supports.
3. **Reasonable accommodations and effective communication.** Provide a clear point of contact, accessible requests, timely written decisions, explanations for denials, and a review process. Include plain-language information, alternative formats, interpreters, and other communication supports as needed.
4. **Accessibility in daily life.** Address buildings, transportation, websites, electronic documents, applications, meetings, events, and emergency planning. Identify existing barriers and establish a practical schedule for removing them.
5. **Enforceable rights.** Provide accessible complaints, protection against retaliation, impartial review, meaningful corrective action, and clearly defined appeal rights and remedies. Assign responsibility for concerns involving multiple departments.

Development and implementation

Participation from the beginning

Oneida citizens with diverse disabilities should have a central role in identifying priorities, drafting provisions, and evaluating implementation. Consultation should offer accessible materials, remote participation, and multiple ways to provide input. Families, caregivers, and advocates should support the voices and preferences of people with disabilities. Relevant departments, service providers, and legal staff should also participate.

Existing laws and policies to review (form item 5)

The following are starting points for review and coordination. The LOC and Legislative Reference Office should determine which provisions require amendment or cross-reference:

a. **Building Code (Chapter 603).** Review physical-accessibility requirements and their implementation.

b. **Landlord-Tenant (Chapter 611).** Review housing protections, accommodation procedures, and available remedies.

c. **Emergency Management (Chapter 302).** Review accessible alerts, evacuation, sheltering, and continuity of essential supports.

d. **Personnel, transit, and program policies.** Review the Oneida Nation Employee Manual, Public Transit Title VI/ADA Plan, and related education, health, digital-access, and service policies. The transit plan already includes disability nondiscrimination protections.

This request asks for a review of existing protections and possible gaps. Legal review should address the proposed law's scope, its relationship to applicable federal requirements and other laws, and enforceable remedies consistent with the Nation's sovereignty and legal structure.

Practical implementation

The proposal should identify responsible offices, staff training, accessible public information, funding needs, phased deadlines, and measurable reporting. Service coordination should respect consent and confidentiality. Implementation should include periodic review with citizens with disabilities to assess whether the law is improving access.

Suggested next step

I ask the LOC to consider adding this initiative to its legislative work plan and requesting an initial assessment from the Legislative Reference Office, in consultation with appropriate legal staff and affected departments. That assessment could outline existing protections, proposed scope, community-engagement methods, resource needs, and a timeline for reporting back to the LOC.

Reference points for legislative review

Official sources reviewed September 18, 2026:
1. Oneida Nation Code of Laws, including Chapters 302, 603, and 611.
2. Legislative Operating Committee, legislative requests and public review.
3. Oneida Nation Employee Manual and related policies.
4. Oneida Public Transit Title VI/ADA Plan, disability nondiscrimination.

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

AGENDA REQUEST FORM

1) Request Date: September 17, 2026
2) Contact Person(s): Victoria Flowers
   Dept: LEAF
   Phone Number: (920)366-670 Email: vflowers@oneidanation.org
3) Agenda Title: Update Chapter 401 Tribal Environmental Response Law
4) Detailed description of the item and the reason/justification it is being brought before the LOC:
   The law requires updating to remove references to ERB and update division name.

   List any supporting materials included and submitted with the Agenda Request Form
   1) Chapter 401
   2) _____
   3) _____
   4) _____
5) Please list any laws, policies or resolutions that might be affected:
   Environmental Quality Standards
6) Please list all other departments or person(s) you have brought your concern to:
   Risk Management
7) Do you consider this request urgent? ■ Yes ☐ No
   If yes, please indicate why:
   Because if the reference to the ERB makes this potentially invalid.

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

Signature of Requester:
Victoria Flowers Digitally signed by Victoria Flowers Date: 2026.09.17 11:41:26 -05'00'

Please send this form and all supporting materials to:

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

Chapter 40
Tribal Environmental Response
Latihw<tsyahal#=tu kayanl^hsla>
They clean up the earth laws

40.1. Purpose and Policy
40.2. Adoption, Amendment, Conflicts
40.3. Definitions
40.4. Jurisdiction
40.5. Tribal Environmental Response Program (TERP)
40.6. Environmental Quality Standards
40.7. Discharge of Hazardous Substances
40.8. Remedial Actions
40.9. Case Closure or No Further Action
40.10. Enforcement and Penalties
40.11. Appeals

40.1. Purpose and Policy

40.1-1. The purpose of this law is to:

(a) regulate the identification, investigation and remediation of discharges of hazardous substances to the environment;

(b) identify sites where the discharge of a hazardous substance into the environment has occurred; and

(c) eliminate contamination from and control the threat of, or actual discharge of hazardous substances.

40.1-2. It is the policy of the Tribe to:

(a) respond to discharges of hazardous substances and environmental contamination concerns; and

(b) ensure remedial action is taken to redevelop contaminated lands and maintain the health and welfare of the environment.

40.2. Adoption, Amendment, Conflicts

40.2-1. This law is adopted by the Oneida Business Committee by resolution BC-09-12-12-B.

40.2-2. This law may be amended pursuant to the procedures set out in Tribal law by the Oneida Business Committee or the Oneida General Tribal Council.

40.2-3. 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.

40.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control. Provided that, nothing in this law is intended to repeal or modify any existing law, policy, regulation, rule, resolution, or motion.

40.2-5. This law is adopted under authority of the Constitution of the Oneida Tribe of Indians of Wisconsin.

40.3. Definitions

40.3-1. 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) "All Appropriate Inquiries" means the process of evaluating a property's environmental conditions and assessing the likelihood of any contamination in compliance with the All Appropriate Inquiries Final Rule at 40 CFR 312.

(b) "Contamination" or "contaminated" means the environment has been affected by a hazardous substance to the point that remedial action is necessary to restore the environment.

(c) "Discharge" means, but is not limited to, spilling, leaking, pumping, pouring, emitting, emptying, releasing or dumping.
(d) "Dispose" or "disposal" means the deposit, injection, or placing of any hazardous substance in a manner which may permit the substance to be discharged to the environment.
(e) "Free product" means a hazardous substance that is present in the environment as a floating or sinking non-aqueous phase liquid.
(f) "Groundwater" means any water contained beneath the ground surface.
(g) "Hazardous substance" means any substance or combination of substances, including any waste of a solid, semi-solid, liquid or gaseous form, which may cause or significantly contribute to an increase in mortality or serious irreversible or incapacitating reversible illness, or which may pose a substantial present or potential hazard to human health or the environment because of its quantity, concentration or physical, chemical or infectious characteristics. This term includes, but is not limited to:

(1) a substance defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 as amended, as a hazardous substance.

(2) those substances which are toxic, corrosive, flammable, irritants, strong sensitizers or explosives.

(3) petroleum, including crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure.

(h) "Immediate action" means a remedial action that is taken within a short period of time after the discharge of a hazardous substance or contamination occurs, or after the discovery of the discharge or contamination.
(i) "Operator" means any person who operates a site.
(j) "Owner" means any person who owns or who receives direct or indirect consideration from the operation of a site regardless of whether the site remains in operation and regardless of whether the person owns or receives consideration at the time contamination occurs.
(k) "Person" means an individual, owner, operator, entity, corporation, partnership, association, municipality, interstate agency, state agency or federal agency.
(l) "Practicable" means remedial action is capable of being implemented, taking into account:

(1) The technical feasibility of the remedial action, considering its long-term effectiveness, short-term effectiveness, implementability and the time it will take until restoration is achieved; and

(2) The economic feasibility of the remedial action, considering the cost of the remedial action compared to its technical feasibility.

(m) "Registered pesticide" means a pesticide registered or exempted by the federal Environmental Protection Agency's Office of Pesticide Programs.
(n) "Remedial action" means any action taken to control, minimize or eliminate the discharge of a hazardous substance at or contamination of a site and any action taken to restore the environment to the extent practicable.
(o) "Responsible party" means any person who, under this law, is required to:

(1) take action to prevent or abate contamination, a threat of contamination, the discharge of a hazardous substance or threat of a discharge; or

(2) reimburse a Tribal entity for the costs incurred by the entity to take action to prevent or abate contamination or threat of contamination or the discharge of a hazardous substance or threat of a discharge.

(p) "Restore" or "restoration" means to return the environment to its original condition before the discharge of a hazardous substance or contamination of the site occurred.

(q) "Site" means any area where contamination has occurred or is suspected of occurring, including a place of business that handles, transports or stores hazardous substances and is required to track such materials.

(r) "Tribal entity" means a board, committee, commission, department, division, or agency of the Oneida Tribe of Indians of Wisconsin.

40.4. Jurisdiction

40.4-1. *Personal Jurisdiction.* This law shall apply to:

(a) all Oneida Tribal members, Tribal entities, Tribal corporations and members of other federally recognized tribes;

(b) individuals and businesses leasing, occupying or otherwise using Tribal fee land and all Tribal trust lands; and

(c) individuals who have consented to the jurisdiction of the Tribe or as otherwise consistent with federal law. For purposes of this subsection, an individual shall have consented to the jurisdiction of the Tribe:

(1) By entering into a consensual relationship with the Tribe, Tribal entities Tribal corporations, or Tribal members, including but not limited to contracts or other agreements; or

(2) By other facts which manifest an intent to consent to the authority of the Tribe, including failure to raise an objection to the exercise of personal jurisdiction in a timely manner.

40.4-2. *Territorial Jurisdiction.* This law extends to all land within the exterior boundaries of the Reservation of the Tribe, as established pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, any lands added thereto pursuant to federal law and all lands held in trust for the Tribe within the State of Wisconsin.

40.5. Tribal Environmental Response Program (TERP)

40.5-1. The Environmental Health and Safety Division (Division) shall create a Tribal Environmental Response Program (TERP). The purpose of the TERP shall be to address the discharge or potential discharge of a hazardous substance that has resulted in or may result in contamination of the environment.

40.5-2. Under the TERP, the Division shall:

(a) provide opportunities for public participation for the identification, restoration and reuse of contaminated sites.

(b) conduct and/or oversee assessments and investigations of sites with contamination concerns.

(c) identify potentially responsible parties to clean up contaminated sites.

(d) require appropriate remedial action be taken when contaminated sites are identified and develop a plan or ensure a plan is developed for the undertaking of those remedial actions.

(e) oversee and enforce required remedial actions.

(f) develop mechanisms for the approval, certification, and verification of remedial actions taken at a site.

(g) maintain a public record of remedial actions conducted at a contaminated site.

40.5-3. *Issuance of Administrative Orders.* The Division shall issue administrative orders, as necessary, when the discharge of a hazardous substance occurs, or when contamination, or the threat of contamination, exists. Before issuing an administrative order, the Division shall consult with other Tribal entities having expertise in the subject matter of the order. Administrative orders may include:

(a) orders to prevent the discharge of a hazardous substance.

(b) orders to allow the investigation of a site it has reason to believe is contaminated or is under threat of contamination.

(c) orders to require a responsible party to take action to prevent and/or abate contamination.

40.5-4. *Emergency Situations.* Chapter 35 of the Oneida Code of Laws, Emergency Management and Homeland Security, shall govern the response to the discharge of a hazardous substance which results in the proclamation of an emergency.

40.6. Environmental Quality Standards

40.6-1. The Division shall adopt and revise, as necessary, standards for environmental quality that are protective of public health and the environment, recognizing that different standards may be required, depending on the designated uses of the land and groundwater.

40.6-2. Before adopting or revising environmental quality standards, the Division shall publish notice in two (2) consecutive issues of the Kalihwisaks on the standards that are under consideration for adoption or revision.

(1) The notice shall contain a deadline for comments to be received from any person.

(2) The Division shall review and consider comments received before approving the new or revised standards.

40.6-3. Environmental quality standards adopted by the Division shall become effective upon Oneida Business Committee approval, except those standards that are consistent with federal standards shall be effective upon approval by the Division.

40.7. Discharge of Hazardous Substances

40.7-1. *Notification of Discharge.* Unless exempted from notifying the Division under 40.7-10, the following individuals shall notify the Division immediately of the discharge of a hazardous substance or threat of such discharge:

(a) Any person who possesses or controls a hazardous substance which is discharged;

(b) Any person who causes the discharge of a hazardous substance; and

(c) Any person who has professional knowledge that the discharge of a hazardous substance has occurred at a site, or there is a threat of such discharge.

40.7-2. *Investigation of Discharge*. When the Division is notified of or becomes aware of the discharge of a hazardous substance, or threat of such discharge, it shall identify any responsible parties and issue an administrative order for the responsible parties to have an investigation conducted of the site. The Division may also issue an administrative order requiring the responsible party take action to abate and/or prevent the discharge. The Division may specify any necessary preventative measures or remedial actions in the administrative order.

40.7-3. *Determination of Contamination*. After being issued an administrative order for an investigation, the responsible parties shall have an initial assessment conducted to determine whether the discharge of a hazardous substance has occurred and whether any discharge has caused contamination. The initial assessment shall include sampling and/or testing of the site where the discharge of a hazardous substance has occurred.

(a) Evidence that indicates contamination of a site has occurred, or may have occurred includes, but is not limited to:

(1) visible soil contamination;

(2) presence of free product or vapors in soils, basements, sewers or utility lines, surface water or groundwater; and

(3) reports, environmental assessments or routinely gathered monitoring data that indicates contamination has occurred or may have occurred.

(b) Groundwater samples shall be collected for analysis and evaluation to determine whether the groundwater poses any public health and welfare concerns.

(c) Whether contamination exists shall be based on the level of contamination as compared to Tribally adopted environmental quality standards.

40.7-4. The Division shall evaluate the harmfulness of the discharge of a hazardous substance based on the initial assessment and shall:

(a) publish the results of the initial assessment, along with a notice that the Division will accept comments on the results for at least thirty (30) days after the initial publication, in two (2) consecutive issues of the Kalihwisaks; and

(b) mail the results of the initial assessment, along with a notice that the Division will accept comments on the results for at least thirty (30) days after the initial publication of the results in the Kalihwisaks, to all owners of property located within one thousand two hundred (1,200) feet of the outer boundaries of the property that is the subject of the initial assessment.

40.7-5. The Division shall accept comments on the results of the initial assessment for at least thirty (30) days after the initial publication of the results in the Kalihwisaks. The Division shall compile, review and respond to all comments. Responses will be recorded and published in a document available to the public.

40.7-6. A person who possesses or controls a hazardous substance which is discharged or causes the contamination of a site shall take remedial action.

40.7-7. A person who voluntarily assumes responsibility for performance of, or payment of, remedial actions in accordance with a plan that has been approved through the TERP, shall not be subject to enforcement actions for the contamination if he or she complies with the plan.

40.7-8. Except as provided in 40.7-10, the following persons are responsible parties:

(a) The current owner and operator of the site;

(b) Any owner or operator of the site at the time the discharge or contamination occurred;

(c) Any person who arranged for the disposal or treatment of the hazardous substance, or arranged for the transportation of the hazardous substance for disposal or treatment;

(d) Any person who transports the hazardous substance and selects the disposal site; and

(e) Any person who, by any act or omission, caused or contributed to the discharge or contamination.

40.7-9. *Exemptions*. The following persons are not "responsible parties" under this law:

(a) Any person discharging in accordance with a permit or program approved under federal or Tribal law.

(b) Law enforcement officers and members of a fire department using hazardous substances in carrying out their responsibilities to protect public health, safety and welfare. However, these individuals shall notify the Division of any discharges of a hazardous substance occurring in the performance of their duties.

(c) Any person applying a registered pesticide according to the label instructions, or applying a fertilizer at or below normal and beneficial agronomic rates. These individuals are also exempted from the notification and penalty requirements of this law.

(d) Any person who can establish that the discharge or threatened discharge of a hazardous substance for which the person would be otherwise responsible was caused solely by:

(1) An act of nature;

(2) An act of war; or

(3) An act or omission of a third party, including but not limited to a trespasser, other than:

(A) An employee or agent of the person asserting the defense; or

(B) Any person whose act or omission occurs in connection with a contractual relationship existing, directly or indirectly, with the person asserting the defense.

(e) Any person who is an owner, past owner, or purchaser of property and who can establish by a preponderance of the evidence that at the time the property was acquired by the person, the person had no knowledge or reason to know that the property was contaminated, or that a hazardous substance was discharged or disposed of on, in or at the property.

(1) To establish that a person had no reason to know what the person was undertaking at the time of acquisition, All Appropriate Inquiries shall be taken into the previous ownership and uses of the property.

(f) Any person who purchases property after January 11, 2002 with knowledge that it is contaminated if:

(1) the person did not cause the contamination on the property;

(2) the person establishes that all disposal of hazardous substances occurred before the person acquired the property;

(3) the person makes All Appropriate Inquiries into previous ownership and uses of the property prior to acquiring the property; and

(4) the person is not affiliated with a party liable for any contamination.

40.7-10. Where there is an unresponsive or unknown responsible party, the Division may refer the site to the appropriate outside agency to retain contractors or consultants, and take other necessary actions to conduct remedial action or have remedial action conducted at a site.

40.8. Remedial Actions

40.8-1. A responsible party shall take immediate action to halt the discharge of a hazardous substance and to minimize the harmful effects of the discharge.

40.8-2. If, after the initial assessment, it is determined that the discharge may cause contamination or has caused contamination, the Division shall issue an administrative order to the responsible party or parties to take remedial action or have remedial action conducted on the site.

40.8-3. The Division shall determine the appropriate remedial actions, including the time frame, to be taken in the event a site is contaminated. Remedial actions may include:

(a) the replacement and/or removal of injured plant and animal life or contaminated soil.

(b) the treatment of contaminated soils and/or surface and/or groundwater.

(c) adequate storage, handling and disposal methods to prevent further and/or future discharges and contamination from occurring.

(d) the replacement or repair of faulty equipment.

(e) other remedial actions that restore the environment and/or protect the environment from the contamination, as determined by the Division.

40.8-4. Where it is determined by the Division that immediate remedial action is not being taken, but is necessary to protect the public health, safety or welfare or the environment, the Division may conduct remedial action or have remedial action conducted. Costs of any such action may be recovered from any or all responsible parties.

40.8-5. In addition to the requirements of this law, the Division shall comply with all applicable federal laws when the discharge or threat of a discharge of a hazardous substance occurs.

40.8-6. Each responsible party is strictly liable, jointly and severally, for all remedial action costs and for all damages resulting from the discharge or threatened discharge of a hazardous substance.

40.9. Case Closure or No Further Action

40.9-1. The Division may close a case concerning a site or verify that no further action is necessary, upon compliance with the applicable requirements of this law and any administrative orders issued by the Division, including the completion of remedial actions. The Division shall conduct investigations and inspections to ensure compliance with any administrative order it has issued.

40.9-2. Sampling shall be conducted at the completion of the remedial action when:

(a) The hazardous substance discharge is in contact with groundwater.

(b) The amount, identity or duration of the contamination is unknown.

(c) Other site conditions indicate that sampling is necessary to confirm the adequacy of the remedial action.

40.9-3. The Division may require additional remedial actions, including monitoring, for any site, even those cases that have been closed by the Division, if information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety or welfare or the environment.

40.9-4. If additional remedial action is required for a previously closed case, the Division:

(a) Shall indicate in writing to the responsible parties that additional remedial action is needed at the site and provide the responsible parties with information regarding the nature of the problem and type of remedial action that is needed.

(b) May require the responsible parties to achieve compliance with Tribal public health and environmental laws, within a time period established by the Division.

40.10. Enforcement and Penalties

40.10-1. If, after issuing an administrative order, the Division determines that a violation of the administrative order exists, it shall issue a compliance order which requires the responsible parties to:

(a) Take remedial action to prevent or abate the discharge of a hazardous substance; and/or

(b) Allow the investigation of a site believed to be contaminated or under threat of contamination.

40.10-2. The Oneida Business Committee shall adopt a fine schedule, upon recommendation of the Division, for violations of this law. Any person who does not comply with a compliance order issued by the Division may receive a fine in accordance with the fine schedule.

(a) Each day a violation exists or continues shall constitute a separate offense.

(b) Any person who is a lessee of the Tribe who violates any provision of this law or any compliance order issued by the Division shall have said case referred to the Land Commission.

40.11. Appeals

40.11-1. *Appeal of Compliance Orders* A person may appeal a compliance order issued by the Division by filing a written appeal with the Division Director within ten (10) business days after the order is issued.

(a) The Division Director shall uphold, revise or reverse the order, in writing, within five (5) business days after receiving the appeal.

(b) A person may appeal the Division Director's decision by filing a written appeal with the Environmental Resources Board within ten (10) business days after the Division Director's decision.

(1) The Environmental Resources Board shall conduct a hearing on the Division Director's decision and shall uphold, revise or reverse the decision of the Division Director.

(2) The Environmental Resources Board shall post and publish its final decision, within ten (10) business days after the hearing. The Environmental Resources Board shall include in its decision specific facts which are the basis for its decision, and shall forward the decision to the parties of the appeal.

40.11-2. *Contesting the Issuance of a Fine.* Any person issued a fine under this law may contest the fine by attending a hearing before the Environmental Resources Board.

(a) The fine shall specify the date, time and place of the hearing. The hearing shall take place at least five (5) days after the fine is issued.

(1) If the person does not wish to contest the fine, he or she shall pay the fine by the hearing date specified on the fine.

(b) After the hearing, the Environmental Resources Board shall determine whether the person is responsible for the fine, as was issued by the Division, and may set a new date for when the fine shall be paid.

40.11-3. *Appeals from the Environmental Resources Board Decision.* Any party of interest may appeal a decision of the Environmental Resources Board to the Oneida Appeals Commission in accordance with Tribal law.

End.

Adopted – BC-09-12-12-B

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

AGENDA REQUEST FORM

1) Request Date: September 17, 2026
2) Contact Person(s): Victoria Flowers
   Dept: LEAF
   Phone Number: (920)366-6720 Email: vflowers@oneidanation.org
3) Agenda Title: Oneida Environmental Quality Law
4) Detailed description of the item and the reason/justification it is being brought before the LOC:
   This law will ensure that activities that occur on Nation owned land or that may impact Oneida Nation citizens has an environmental review completed that considers the immediate and cumulative impacts of the action on the natural and built environment and the Nation's citizens

   List any supporting materials included and submitted with the Agenda Request Form
   1) Chapter 606 (as reference)
   2) _____
   3) _____
   4) _____
5) Please list any laws, policies or resolutions that might be affected:
   Leasing law, Zoning and Shoreline Protection Permits.
6) Please list all other departments or person(s) you have brought your concern to:

   _____
7) Do you consider this request urgent? ■ Yes ☐ No
   If yes, please indicate why:
   The federal government has rolled back many of the NEPA protections available.

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

Signature of Requester:
Victoria Flowers Digitally signed by Victoria Flowers Date: 2026.09.17 13:53:32 -05'00'

Please send this form and all supporting materials to:

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

Title 6. Property and Land – Chapter 606
TRIBAL ENVIRONMENTAL QUALITY REVIEW

606.1. Purpose
606.2. Adoption, Amendment, Applicability and Repeal
606.3. Definitions
606.4. Tribal Findings and Declaration
606.5. Preparation of Environmental Impact Statement
606.6. Rules and Regulations

606.1. Purpose

606.1-1. It is the purpose of this law to declare a Tribal policy with regard to construction, reconstruction, rehabilitation, expansion, demolition or other physical alteration (other than routine maintenance or repair or changes necessary to conform to building or fire codes) on its lands in Sullivan County which will encourage productive and enjoyable harmony between the people and their environment; to promote efforts which will prevent or eliminate damage to the environment and enhance human and community resources; and to enrich the understanding of the ecological systems, natural, human and important community resources.

606.2. Adoption, Amendment, Applicability and Repeal

606.2-1. This law is adopted under the authority of the Constitution of the Oneida Tribe of Indians of Wisconsin by Oneida Business Committee Resolution # 12-21-05-D.

606.2-2. This law may be amended, or repealed, by the Oneida Business Committee or by the Oneida General Tribal Council.

606.2-3. The applicability of the provisions of this law shall be limited to the Sullivan County lands of the Tribe as identified in the Tribe's Land Claim Settlement Agreement with New York State.

606.2-4. Should a provision of this law or the application of this law be held as invalid, such invalidity shall not effect other provisions of this law.

606.2-5. Any law, policy, regulation, rule, resolution or motion, or portion thereof, which directly conflicts with the provisions of this law is hereby repealed to the extent that it is inconsistent with or is contrary to this law.

606.2-6. Should the Land Claim Settlement with the State of New York fail to culminate this law shall be automatically repealed.

606.2-7. This law is adopted under authority of the Constitution of the Oneida Tribe of Indians of Wisconsin.

606.3. Definitions

606.3-1. Unless the context otherwise requires, the definitions in this section shall govern the construction of the following terms as used in this law:

(a) "Agency" means the Oneida Environmental Health and Safety Department.

(b) "Actions" is limited to construction, reconstruction, rehabilitation, expansion, demolition or other physical alteration of the project site (other than routine maintenance or repair or changes necessary to conform to building or fire codes)

(c) "Environment" means the physical conditions which will be affected by a proposed action, including land, air, water, minerals, flora, fauna, noise, objects of historic or aesthetic significance, existing patterns of population concentration, distribution, or growth, and existing community or neighborhood character.

(d) "Environmental impact statement" means a detailed statement setting forth the matters specified in section 606.5. It includes any comments on a draft environmental statement which are received pursuant to section 606.5, and the agency's response to such comments, to the extent that such comments raise issues not adequately resolved in the draft environmental statement.
(e) "Draft environmental impact statement" means a preliminary statement prepared pursuant to section 606.5.
(f) "Sullivan County lands" means those lands located in Sullivan County identified in the Land Claim Settlement with the State of New York that shall be held in trust by the United States for the benefit of the Tribe for Class III gaming and related purposes.
(g) "Tribe" means the Oneida Tribe of Indians of Wisconsin.

606.4. Tribal Findings and Declaration

606.4-1. The Tribe finds and declares that with regard to its lands in Sullivan County:
(a) The maintenance of a quality environment for the people that at all times is healthful and pleasing to the senses and intellect of people now and in the future is a matter of Tribal concern.
(b) Every citizen has a responsibility to contribute to the preservation and enhancement of the quality of the environment.
(c) There is a need to understand the relationship between the maintenance of high-quality ecological systems and the general welfare of the people, including their enjoyment of the natural resources.
(d) Enhancement of human and community resources depends on a quality physical environment.
(e) The capacity of the environment is limited, and it is the intent of the Tribe that it take immediate steps to identify any critical thresholds for the health and safety of the people and take all coordinated actions necessary to prevent such thresholds from being reached.
(f) It is the intent of the Tribe that, to the fullest extent possible, the policies, statutes, regulations, and ordinances of the Tribe should be interpreted and administered on its Sullivan County lands in accordance with the policies set forth in this law. However, the provisions of this law do not change the jurisdiction between or among the Agency.
(g) It is the intent of the Tribe that the protection and enhancement of the environment, human and community resources shall be given appropriate weight with social and economic considerations in public policy. Social, economic, and environmental factors shall be considered together in reaching decisions on proposed activities of construction, reconstruction, rehabilitation, expansion, demolition or other physical alteration of the Sullivan County lands (other than routine maintenance or repair or changes necessary to conform to building or fire codes).
(h) It is the intent of the Tribe that the Tribe and its agencies conduct their construction, reconstruction, rehabilitation, expansion, demolition or other physical alteration activities (other than routine maintenance or repair or changes necessary to conform to building or fire codes) on its Sullivan County lands with an awareness that they are stewards of the air, water, land, and living resources, and that they have an obligation to protect the environment for the use and enjoyment of this and all future generations.
(i) It is the intent of the Tribe that the Tribe and its agencies which regulate construction, reconstruction, rehabilitation, expansion, demolition or other physical alteration activities

(other than routine maintenance or repair or changes necessary to conform to building or fire codes) of individuals, corporations, and public agencies on the Tribe's Sullivan County lands which are found to affect the quality of the environment shall regulate such activities so that due consideration is given to preventing environmental damage.

606.5. Preparation of Environmental Impact Statement

606.5-1. The Tribe and its agencies shall use all practicable means to realize the policies and goals set forth in this law, and shall act and choose alternatives which, consistent with the purposes for which the land is to be held in trust, social, economic and other essential considerations, to the maximum extent practicable, minimize or avoid adverse environmental effects, including effects revealed in the environmental impact statement process.

606.5-2. The Agency shall prepare, or cause to be prepared by contract or otherwise an environmental impact statement on any action they propose or approve which may have a significant effect on the environment. Such a statement shall include a detailed statement setting forth the following:

(a) a description of the proposed action and its environmental setting;

(b) the environmental impact of the proposed action including short-term and long-term effects;

(c) any adverse environmental effects which cannot be avoided should the proposal be implemented;

(d) alternatives to the proposed action;

(e) any irreversible and irretrievable commitments of resources which would be involved in the proposed action should it be implemented;

(f) mitigation measures proposed to minimize the environmental impact;

(g) the growth-inducing aspects of the proposed action, where applicable and significant;

(h) effects of the proposed action on the use and conservation of energy resources, where applicable and significant;

(i) effects of proposed action on solid waste management where applicable and significant; and

(j) effects of any proposed action on, and its consistency with, the comprehensive management plan of the special groundwater protection area program, as implemented by the New York commissioner pursuant to article fifty-five of New York's Environmental Conservation Law; and

(j) such other information consistent with the purposes of this law as may be prescribed in guidelines issued by the Tribe pursuant to section 606.6.

606.5-3. The environmental impact statement shall also include copies or a summary of the substantive comments received by the Agency and the Agency's response to such comments. The purpose of an environmental impact statement is to provide detailed information about the effect which a proposed action is likely to have on the environment, to list ways in which any adverse effects of such an action might be minimized, and to suggest alternatives to such an action so as to form the basis for a decision whether or not to undertake or approve such action. Such statement should be clearly written in a concise manner capable of being read and understood by the public, should deal with the specific significant environmental impacts which can be reasonably anticipated and should not contain more detail than is appropriate considering the nature and magnitude of the proposed action and the significance of its potential impacts.

606.5-4. The Agency may require an applicant to submit an environmental report to assist the Agency in carrying out its responsibilities, including the initial determination and, (where the applicant does not prepare the environmental impact statement), the preparation of an environmental impact statement under this law. The Agency may request such other information from an applicant necessary for the review of environmental impacts. Notwithstanding any use of outside resources or work, agencies or the Tribe shall make its own independent judgment of the scope, contents and adequacy of an environmental impact statement.
606.5-5. As early as possible in the formulation of a proposal for an action, the responsible the Agency shall make an initial determination whether an environmental impact statement need be prepared for the action.
606.5-6. With respect to actions involving the issuance to an applicant of a permit or other entitlement, the Agency shall notify the applicant in writing of its initial determination specifying therein the basis for such determination. Notice of the initial determination along with appropriate supporting findings on Agency actions shall be kept on file in the main office of the Agency for public inspection.
606.5-7. If the Agency determines that such statement is required, the Agency or the applicant at its option shall prepare or cause to be prepared a draft environmental impact statement. If the applicant does not exercise the option to prepare such statement, the Agency shall prepare it, cause it to be prepared, or terminate its review of the proposed action. Such statement shall describe the proposed action and reasonable alternatives to the action, and briefly discuss, on the basis of information then available, the remaining items required to be submitted. The purpose of a draft environmental statement is to relate environmental considerations to the inception of the planning process, to inform the public and other public agencies as early as possible about proposed actions that may significantly affect the quality of the environment, and to solicit comments which will assist the Agency in the decision making process in determining the environmental consequences of the proposed action. The draft statement should resemble in form and content the environmental impact statement to be prepared after comments have been received; however, the length and detail of the draft environmental statement will necessarily reflect the preliminary nature of the proposal and the early stage at which it is prepared.
606.5-8. For any action for which the Agency determines that such statement is not required and which would take place in a special groundwater protection area, as defined in section 606.5-14(a) law, the Agency shall show how such action would or would not be consistent with the comprehensive management plan of the special groundwater protection program, as implemented by the State commissioner pursuant to article fifty-five of New York law.
606.5-9. The draft statement shall be filed with the Agency and shall be circulated to federal, state, regional and local agencies having an interest in the proposed action and to interested members of the public for comment, as may be prescribed by the Tribe pursuant to section 606.6.
606.5-10. After the filing of a draft environmental impact statement the Agency shall determine whether or not to conduct a public hearing on the environmental impact of the proposed action. If the Agency determines to hold such a hearing, it shall commence the hearing within sixty days of the filing and unless the proposed action is withdrawn from consideration shall prepare the environmental impact statement within forty-five days after the close of the hearing, except as otherwise provided. The need for such a hearing shall be determined in accordance with procedures adopted by the Tribe pursuant to section 606.6. If no hearing is held, the Agency shall prepare and make available the environmental impact statement within sixty days after the filing of the draft, except as otherwise provided.

606.5-11. Notwithstanding the specified time periods established by this law, the Agency shall vary the times so established herein for preparation, review and public hearings to coordinate the environmental review process with other procedures relating to review and approval of an action. An application for a permit or authorization for an action upon which a draft environmental impact statement is determined to be required shall not be complete until such draft statement has been filed and accepted by the Agency as satisfactory with respect to scope, content and adequacy for purposes of paragraph four of this section.
Commencing upon such acceptance, the environmental impact statement process shall run concurrently with other procedures relating to the review and approval of the action so long as reasonable time is provided for preparation, review and public hearings with respect to the draft environmental impact statement.
606.5-12. To the extent as may be prescribed by the Tribe pursuant to section 606.6, the environmental impact statement prepared together with the comments of public and federal agencies and members of the public, shall be filed with the Agency and made available to the public prior to acting on the proposal which is the subject of the environmental impact statement.
606.5-13. When the Agency decides to carry out or approve an action on the Sullivan County lands which has been the subject of an environmental impact statement, it shall make an explicit finding that the requirements of this section have been met and that consistent with the purposes for which the land is to be held in trust, social, economic and other essential considerations, to the maximum extent practicable, adverse environmental effects revealed in the environmental impact statement process will be minimized or avoided.
606.5-14. An environmental impact statement shall be prepared for any action found to have a significant impact on the special groundwater protection area.

(a) The "special groundwater protection area" shall mean recharge watershed area within a designated sole source area contained within counties having a population of one million or more which is particularly important for the maintenance of large volumes of high quality groundwater for long periods of time.

(b) Such statement shall meet the requirements of the most detailed environmental impact statement required by this section or by any such rule or regulation promulgated pursuant to this section.

606.6. Rules and Regulations

606.6-1. As consistent with this law, the Tribe shall adopt rules and regulations consistent with 6 NYCRR Part 617 implementing the provisions of this law as applicable.
606.6-2. The rules and regulations adopted by the Tribe specifically shall include:

(a) Definition of terms used in this law;

(b) Criteria for determining whether or not a proposed action may have a significant effect on the environment, taking into account social and economic factors to be considered in determining the significance of an environmental effect;

(c) Identification on the basis of such criteria of:

(1) Actions or classes of actions that are likely to require preparation of environmental impact statements;

(2) Actions or classes of actions which have been determined not to have a significant effect on the environment and which do not require environmental impact statements under this law. In adopting the rules and regulations, the

Agency shall make a finding that each action or class of actions identified does not have a significant effect on the environment;

(d) Typical associated environmental effects, and methods for assessing such effects, of actions determined to be likely to require preparation of environmental impact statements;

(e) Provision for the filing and circulation of draft environmental impact statements pursuant to section 606.5-5, and environmental impact statements pursuant to section 606.5-12;

(f) Scope, content, filing and availability of findings required to be made pursuant to section 606.5-13;

(g) Form and content of and level of detail required for an environmental impact statement; and

(h) Procedures for obtaining comments on draft environmental impact statements, holding hearings, providing public notice of Agency decisions with respect to preparation of a draft environmental statement; and for such other matters as may be needed to assure effective participation by the public and efficient and expeditious administration of the law.

(i) A model assessment form to be used during the initial review to assist the Agency in its responsibilities under this law.

606.6-3. The Tribe shall, in accordance with Tribal law, adopt and publish such additional procedures as may be necessary for the implementation by them of this law.

End.

Adopted on Emergency Basis: BC-06-29-05-B
Permanent Adoption: BC-12-21-05-D

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

AGENDA REQUEST FORM

1) Request Date: October 7, 2026
2) Contact Person(s): Clorissa Leeman
   Dept: Legislative Reference Office
   Phone Number: (920) 869-4417 Email: cleeman@oneidanation.org
3) Agenda Title: Petition: G. Powless-Buenrostro - Decriminalize Marijuana #2026-02
4) Detailed description of the item and the reason/justification it is being brought before the LOC:
   On 9/23/26 the OBC took action to acknowledge receipt of this Petition and directed the LRO to develop a statement of effect or status update by October 14, 2026.

   List any supporting materials included and submitted with the Agenda Request Form
   1) _____ 3) _____
   2) _____ 4) _____
5) Please list any laws, policies or resolutions that might be affected:
   Unknown - analysis not yet complete.
6) Please list all other departments or person(s) you have brought your concern to:
   _____
7) Do you consider this request urgent? ■ Yes ☐ No
   If yes, please indicate why:
   LRO directed to provide a status update by October 14, 2026.

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

Signature of Requester:
Clorissa N. Leeman Digitally signed by Clorissa N. Leeman Date: 2026.09.24 12:07:30 -05'00'

Please send this form and all supporting materials to:

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

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

TO: Oneida Business Committee
FROM: Clorissa N. Leeman, Legislative Reference Office, Senior Staff Attorney
DATE: October 7, 2026
RE: Petition: G. Powless-Buenrostro – Decriminalize Marijuana #2026-02

On August 25, 2026, the Petition: G. Powless-Buenrostro – Decriminalize Marijuana #2026-02 ("the Petition") was submitted to the Government Administrative Office by Gina Powless-Buenrostro and has since been verified by the Oneida Trust Enrollment Department on August 25, 2026. On September 23, 2026, the Oneida Business Committee acknowledged receipt of this Petition regarding the Decriminalization of Marijuana; and to direct the Law, Finance, and Legislative Reference Offices to complete, respectively, the statement of effect, legal review, and fiscal impact statement, and to submit no later than the regular Business Committee meeting on October 14, 2026. On October 7, 2026, 2026, the Legislative Operating Committee added the Petition to the Active Files List to be worked on by the Legislative Reference Office.

The Legislative Reference Office is currently working on the development of the statement of effect for this Petition and will provide a statement of effect to the Oneida Business Committee at an upcoming meeting.

Requested Action
Accept the status update regarding the statement of effect for the Petition: G. Powless-Buenrostro – Decriminalize Marijuana #2026-02.

A good mind. A good heart. A strong fire.

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

TO: Legislative Operating Committee
FROM: Clorissa N. Leeman, Legislative Reference Office, Senior Staff Attorney
DATE: October 7, 2026
RE: Legislative Operating Committee 2026-2029 Officer Selection

The Legislative Operating Committee bylaws require that the Legislative Operating Committee meet within twenty-four (24) hours of taking the oath of office for the Oneida Business Committee to elect officer positions. The officer positions are chosen by majority vote of all Legislative Operating Committee members in attendance at the meeting. The Legislative Operating Committee's vote is required to be made part of the Legislative Operating Committee record.

The Legislative Operating Committee met on August 28, 2026, for the purpose of selecting a Chairperson and Vice-Chairperson for the 2026-2029 legislative term. The 2026-2029 Oneida Business Committee inauguration in which members took the oath of office was also held on August 28, 2026.

In attendance from the Legislative Operating Committee for the officer selection meeting was: Aliskwet Ellis, Jennifer Webster, Kristal Hill, and Lora Danforth. Jonas Hill was not in attendance during the officer selection meeting but did provide his recommendations for Legislative Operating Committee Chairperson and Vice-Chairperson via e-mail.

After a review of the responsibilities and duties of the Chairperson and Vice-Chairperson and subsequent discussion, the Legislative Operating Committee, by unanimous decision, elected Aliskwet Ellis as the Legislative Operating Committee Chairwoman and Jonas Hill as the Legislative Operating Committee Vice-Chairman.

Requested Action
Accept the *Legislative Operating Committee 2026-2029 Officer Selection* memorandum as information for the record.

A good mind. A good heart. A strong fire.

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

TO: Oneida Nation Community
FROM: Aliskwet Ellis, Legislative Operating Committee Chairwoman
DATE: October 7, 2026
RE: 2023-2026 LOC Active Files List: Outstanding Items Review

The Legislative Operating Committee bylaws require that any outstanding legislation at the end of a term be presented for consideration to the newly elected Legislative Operating Committee within sixty (60) days after the new Legislative Operating Committee takes office.

At the end of the 2023-2026 legislative term, the following fifty-one (51) outstanding legislative items remained on the Active Files List:

- All Terrain Vehicle Law Amendments
- Business Corporations Law
- Cemetery Law Amendments
- Child Custody, Placement, and Visitation Law Amendments
- Community Support Fund Law Amendments
- Conflict of Interest Law Amendments
- Credit Collections Law
- Culturally Significant Event Participation Program Law
- Data Sovereignty Law
- Disposition of Excess Tribal Property Policy Amendments or Repeal
- Domestic Animals Law Amendments
- Election Law Amendments
- Endowments Law Amendments
- Fire Signs Law
- Furlough Law Amendments
- General Tribal Council Stipend Payment Policy Amendments
- GTC Government Participation GWE Law
- Guardianship Law
- Indian Preference in Contracting Law Amendments
- Judiciary Law Amendments
- Lavish and Extravagant Trip and Gratuities Law
- Layoff Policy Amendments
- Local Land Use Regulation Reimbursement Policy Repeal
- Marijuana Law
- Marriage Law Amendments
- Minors Trust General Welfare Assistance Law
- Misappropriations of Funds Law
- Oneida General Welfare Law Amendments
- Oneida Language Law
- Oneida Personnel Policies and Procedures Amendments
- Oneida Travel and Expense Policy Repeal
- Oneida Worker's Compensation Law Amendments
- On-Site Waste Disposal Law Amendments
- Plastic Free Law Amendments
- Probate Law
- Renewable Energy Law
- Safe Neighborhoods Law
- Sanctions and Penalties Law
- Short Term Rental Law
- Taxation Law
- Time and Attendance Law for Elected Officials
- Ten Day Notice Policy Amendments
- Traffic Law
- Tribal Environmental Response Law Amendments
- Tribal Environmental Quality Review Law Amendments
- Tribal Sovereignty in Data Research Law
- Two Spirit Inclusion Law
- Uniform Commercial Code
- Water Resource Law Amendments
- Well Abandonment Law Amendments
- Whistleblower Protection Law Amendments

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On September 21, 2026, the Legislative Operating Committee reviewed all outstanding items on the Active Files List from the 2023-2026 legislative term. The Legislative Operating Committee determined that the following forty-four (44) legislative items would be carried over and added to the Active Files List for the 2026-2029 legislative term:

- All Terrain Vehicle Law Amendments
- Business Corporations Law
- Cemetery Law Amendments
- Child Custody, Placement, and Visitation Law Amendments
- Community Support Fund Law Amendments
- Conflict of Interest Law Amendments
- Credit Collections Law
- Culturally Significant Event Participation Program Law
- Data Sovereignty Law
- Disposition of Excess Tribal Property Policy Amendments or Repeal
- Domestic Animals Law Amendments
- Election Law Amendments
- Endowments Law Amendments
- Furlough Law Amendments
- General Tribal Council Stipend Payment Policy Amendments
- Guardianship Law
- Indian Preference in Contracting Law Amendments
- Judiciary Law Amendments
- Layoff Policy Amendments
- Local Land Use Regulation Reimbursement Policy Repeal
- Marijuana Law
- Marriage Law Amendments
- Minors Trust General Welfare Assistance Law
- Misappropriations of Funds Law
- Oneida General Welfare Law Amendments
- Oneida Language Law
- Oneida Personnel Policies and Procedures Amendments
- Oneida Worker's Compensation Law Amendments
- On-Site Waste Disposal Law Amendments
- Plastic Free Law Amendments
- Probate Law
- Renewable Energy Law
- Safe Neighborhoods Law
- Sanctions and Penalties Law
- Ten Day Notice Policy Amendments
- Traffic Law
- Tribal Environmental Response Law Amendments
- Tribal Environmental Quality Review Law Amendments
- Tribal Sovereignty in Data Research Law
- Two Spirit Inclusion Law
- Uniform Commercial Code
- Water Resource Law Amendments
- Well Abandonment Law Amendments
- Whistleblower Protection Law Amendments

The outstanding items that the Legislative Operating Committee chose not to carry over to the 2026-2029 legislative term and add to the Active Files List included the following:

- Fire Signs Law;
- Short Term Rental Law;
- Lavish and Extravagant Trip and Gratuities Law;
- Time and Attendance Law for Elected Officials;
- Oneida Travel and Expense Policy Repeal; and the
- GTC Government Participation GWE Law.

Correspondence will be sent to the original requestor of these legislative items informing them of the decision to not carry over these legislative requests.

A request for the development of legislation may be submitted to the Legislative Operating Committee at any time. In accordance with section 109.5-1 of the Legislative Procedures Act, any interested person may submit a written request to the Legislative Reference Office for legislation. Upon receiving such a request, the Legislative Operating Committee is then required to review the request at its next duly called meeting. Legislative Operating Committee meetings are held on the first and third Wednesday of every month at 9:00 a.m. in the Norbert Hill Center's Business Committee Conference Room and on Microsoft Teams.

Additional information on the Legislative Operating Committee and what the Legislative Operating Committee is working on can be found on the Nation's website at the following link: https://oneida-nsn.gov/government/business-committee/standing-committees/legislative-operating-committee/

For more information about how to submit a request to the Legislative Operating Committee, please contact the Legislative Operating Committee by e-mail at LOC@oneidanation.org or the Legislative Operating Committee Chairwoman Aliskwet Ellis by phone at (920) 869-4455 or by e-mail at cellis1@oneidanation.org.

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

Legislative Operating Committee
October 07, 2026

Emergency Probate Law

Submission Date: 7/14/22	**Public Meeting:** N/A
LOC Sponsor: Jonas Hill	**Emergency Enacted:** N/A

Summary: This item was carried over from last two (2) terms. On July 14, 2022, the Legislative Operating Committee received a request from Nicole Rommel with the Environmental Health Safety Land and Agriculture Division – more specifically Land Management for the development of a Probate law which would remove the probate provisions in the Real Property and instead create a stand-alone law.

The Oneida Business Committee adopted the Probate law on an emergency bases on April 22, 2026, through the adoption of resolution BC-04-22-26-E. The emergency adoption of the Probate law will expire on October 22, 2026.

10/4/23 LOC: Motion by Jennifer Webster to add the Probate Law to the Active Files List with Kirby Metoxen, Jameson Wilson, and Marlon Skenandore as the sponsors; seconded by Jonas Hill. Motion carried unanimously.

8/1/24: *Work Meeting*. Present: Krystal John, Nicole Rommel, Eric McLester, Cindy Lecker, Mark Powless, Grace Elliott, Carolyn Salutz. The purpose of this meeting was to begin the initial review of the draft probate law.

8/9/24: *Work Meeting*. Present: Krystal John, Nicole Rommel, Eric McLester, Cindy Lecker, Mark Powless, Grace Elliott. The purpose of this meeting was to finish the initial review of the draft probate law.

8/29/24: *Work Meeting*. Present: Jameson Wilson, Marlon Skenandore, Kirby Metoxen, Jonas Hill, Clorissa Leeman, Fawn Cottrell, Kristal Hill, Maureen Perkins, Fawn Billie, Carolyn Salutz. The purpose of this work meeting was to practice the PowerPoint presentation for the September 4th LOC community meeting regarding the Limited Liability Company law and the Probate law.

8/29/24: *Work Meeting*. Present: Jameson Wilson, Marlon Skenandore, Kirby Metoxen, Jonas Hill, Jennifer Webster, Clorissa Leeman, Fawn Cottrell, Kristal Hill, Maureen Perkins, Carolyn Salutz. The purpose of this work meeting was to plan and discuss the September 4th LOC community meeting regarding the Limited Liability Company law and the Probate law.

9/4/24: *Community Meeting*. Present: Jameson Wilson, Jennifer Webster, Jonas Hill, Clorissa Leeman, Fawn Cottrell, Fawn Billie, Kristal Hill, Maureen Perkins, Carolyn

A good mind. A good heart. A strong fire.

Salutz, Steve Webster, Sidney White, and others. The Legislative Operating Committee held a community meeting in the NHC's cafeteria from 5:30 p.m. through 7:30 p.m. regarding the Limited Liability Company law and the Probate law.

9/12/24: *Work Meeting*. Present: Grace Elliott, Carolyn Salutz, Cindy Lecker, Eric McLester, Nicole Rommel, Krystal John, Mark Powless. The purpose of this meeting was to review the draft probate law and discuss how the proposed foundational change in the default ownership mechanism in the Real Property draft will also have a significant impact on the foundation of probate and require a huge community education campaign.

10/18/24: *Work Meeting*. Present: Jameson Wilson, Jonas Hill, Marlon Skenandore, Clorissa Leeman, Carolyn Salutz, Kristal Hill, Fawn Billie, Fawn Cottrell, Maureen Perkins, Grace Elliott. The purpose of this meeting was to discuss the connection between the Holding of Ownership Section of the Real Property law and the draft Probate law.

11/4/24: *Work Meeting*. Present: John Danforth, Grace Elliott. The purpose of this meeting was to hear from Trust and Enrollment leadership on any considerations they would like for an Oneida probate law.

1/15/25: *Work Meeting*. Present: Jameson Wilson, Jonas Hill, Marlon Skenandore, Jennifer Webster, Kirby Metoxen, Clorissa Leeman, Carolyn Salutz, Kristal Hill, Fawn Billie, Fawn Cottrell, Maureen Perkins, Grace Elliott. The purpose of this meeting was to discuss next steps and who to reach out to collaborate with on the development of a probate law.

1/20/25: *Work Meeting.* Present: Layatalati Hill, Patricia Hoeft, John Powless, Stephanie Smith, Grace Elliott. The purpose of this meeting was to hear any considerations the Oneida Judiciary would like for an Oneida probate law.

2/5/25: *Work Meeting*. Present: Jameson Wilson, Jennifer Webster, Jonas Hill, Kirby Metoxen, Marlon Skenandore, Clorissa Leeman, Carolyn Salutz, Grace Elliott. The purpose of this meeting was to review the federal probate law process and the American Indian Probate Reform Act (AIPRA) as it applies to Oneida land held in trust or restricted fee status.

2/19/25: *Work Meeting*. Present: Jameson Wilson, Jennifer Webster, Kirby Metoxen, Marlon Skenandore, Clorissa Leeman, Carolyn Salutz, Grace Elliott, Fawn Cottrell, Kristal Hill. The purpose of this meeting was to review why it is not logical to move forward with the transfer of hearing authority for probates without a probate law.

2/27/25: *Work Meeting*. Present: Jameson Wilson, Jennifer Webster, Kirby Metoxen, Clorissa Leeman, Grace Elliott, Kristal Hill, Fawn Cottrell. The purpose of this meeting was to review principles of probate as they relate to tribal and federal probate of trust land, restricted fee, and fee lands.

4/1/25: *Work Meeting*. Present: Jameson Wilson, Kirby Metoxen, Jonas Hill, Clorissa Leeman, Kristal Hill, Fawn Cottrell, Nicole Rommel, Eric McLester, Mark Powless. The purpose of this work meeting was to meet with Land Management to have some

general discussion regarding the current probate process, and how they'd like to see probates handled in the future.

4/1/25: *Work Meeting*. Present: Jameson Wilson, Kirby Metoxen, Jonas Hill, Clorissa Leeman, Kristal Hill, Fawn Cottrell, Jo A. House, James Bittorf, Kelly McAndrews, Krystal John. The purpose of this work meeting was to meet with the Oneida Law Office to have some general discussion regarding the current probate process, and how they'd like to see probates handled in the future.

4/1/25: *Work Meeting*. Present: Jameson Wilson, Kirby Metoxen, Jonas Hill, Clorissa Leeman, Kristal Hill, Fawn Cottrell. The purpose of this work meeting was to meet with the Oneida Land Commission chairperson to have some general discussion regarding the current probate process, and how you'd like to see probates handled in the future. The Oneida Land Commission Chairperson did not attend the meeting, so the meeting was canceled.

4/2/25: *Work Meeting*. Present: Jameson Wilson, Kirby Metoxen, Jonas Hill, Clorissa Leeman, Kristal Hill, Fawn Cottrell, Grace Elliott, Carolyn Salutz. The purpose of this work meeting was to debrief on yesterday's various work meetings and determine the next steps for moving forward.

5/1/25: *Work Meeting*. Present: Jameson Wilson, Kirby Metoxen, Jonas Hill, Marlon Skenandore, Jennifer Webster, Clorissa Leeman, Fawn Cottrell, Kristal Hill, Fawn Billie. The purpose of this work meeting was to review the draft Probate law submitted by Attorney John based on the Fond du Lac law that has been federally approved.

3/19/26: *Work Meeting*. Present: Jameson Wilson, Kirby Metoxen, Jennifer Webster, Clorissa Leeman, Carolyn Salutz, Fawn Cottrell, Kristal Hill, Grace Elliott. The purpose of this meeting was to discuss options for fully removing probate provisions from the Real Property Law, to evaluate the impact of that change on the existing resolution governing probate for Oneida, and to identify mechanisms to ensure continued tribal authority and an effective process for administering probates through Oneida.

4/15/26 LOC: Motion by Jonas Hill to approve the emergency adoption packet for the proposed Probate law and forward to the Oneida Business Committee for consideration, seconded by Jennifer Webster. Motion carried unanimously.

4/22/26 OBC: Motion by Lawrence Barton to adopt resolution 04-22-26-E Emergency Adoption of Probate Law, seconded by Jennifer Webster. Motion carried.

6/18/26: Work Meeting. Present: Jonas Hill, Sidney White, Krystal John, Gina Powless Buenrostro, Jeri Bauman, Trisity Ackley, Clorissa Leeman, Fawn Cottrell, Grace Elliott. The purpose of this meeting was to begin review of the draft probate law. Next steps include: drafter making edits based on comments, scheduling meetings at two week intervals where possible, and the team will pick up review on page nine at the next meeting.

7/31/26: *Work Meeting*. Present: Jennifer Webster, Krystal John, Grace Elliott, Vanessa Cardish, Sidney White, Tricity Ackley, Eric McLester. The purpose of this meeting was to review the reorganized draft based on process flow rather than topic. The group provided many clarifying comments which will be incorporated into the draft, and we will pick up at the Wills section next time.

8/13/26: *Work Meeting*. Present: Jennifer Webster, Krystal John, Sidney White, Grace Elliott. The purpose of this meeting was to continue reviewing the draft Probate Law, with particular focus on the proposed Harmless Error Rule, Lost Will provisions, and reopening estates. After discussion, the group reached consensus to include each of these provisions in the draft. Members also provided comments aimed at improving readability and accessibility, generally encouraging revisions that make the law more user-friendly and easier to understand. The next meeting will be scheduled within the next two weeks and will resume review at § 613.17, Notice.

8/28/26: *Work Meeting*. Present: Judge Patricia Hoeft, Stephanie Smith, Grace Elliott. The Judiciary reviewed the proposed Probate Case Conference process. Based on concerns regarding implementation, training requirements, and administrative responsibilities, the preliminary recommendation was to replace the Probate Case Conference with an Initial Probate Hearing conducted by the Court. The Judiciary requested additional information regarding the volume of fee land probate matters in order to evaluate the effect this structure may have on judicial workload and court resources. Future revisions to the Probate Law may be necessary depending on the Judiciary's preferred role in the administration of uncontested probate matters.

9/1/26: *Work Meeting*. Present: Mark Powless, Krystal John, Tricity Ackley, Grace Elliott. The workgroup reviewed the revised, unified probate structure and the notice, creditor-claim, inventory, accounting, estate-closing, and small-estate provisions, identifying clarifying edits concerning responsibility for notice, persons entitled to notice, service methods, creditor-claim review, and access to estate information. The workgroup supported the ninety-day creditor-claim period, recommended distinguishing secured from unsecured claims in the payment priorities and requested clarification that a Personal Representative's allowance or disallowance of a claim is a preliminary decision subject to Court review. Further review was deferred on family-rights policy choices, including the elective share and related allowances, while follow-up was requested regarding legal assistance for probate matters, inactive estates in which the Personal Representative does not seek closure, and comparative options to present to the Legislative Operating Committee.

9/10/26: *Work Meeting*. Present: Chief Judge Powless, Judge Huff, Grace Elliott. The Judiciary received an update on the revised Probate Law structure, including the elimination of the Probate Case Conference and separate informal and formal proceedings in favor of a unified, court-centered probate process. The judges provided initial recommendations that the Initial Probate Hearing should be conducted within thirty (30) days after the petition is filed, rather than merely scheduled within that period. The judges also preliminarily recommended against bifurcating probate proceedings by staying only the issues referred to peacemaking while allowing the remainder of the estate to proceed, because managing separate tracks within the same probate matter may result in more confusion than benefit.

9/16/26: *Work Meeting*. Present: Chief Appellate Judge Hoeft, Chief Judge Powless, Stephanie Smith, Krystal John, Tricity Ackley, Grace Elliott. The workgroup reviewed the remaining policy questions and recommended retaining the current intestate spousal-share structure, removing the elective share, limiting the family allowance to one year, documenting exempt-property transfers by affidavit, and revising homestead protection to preserve necessary housing payments during administration. The workgroup further supported reducing Personal Representative compensation to two percent and using reasonable compensation for attorneys. Fee-land jurisdiction, adopted-child inheritance, contempt remedies, and enforcement of estate-property turnover orders were identified for additional legal or LOC review.

Next Steps:

- Approve the emergency adoption extension packet for the Probate law and forward to the Oneida Business Committee for consideration.

Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54155-0365
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TO: Oneida Business Committee
FROM: Aliskwet Ellis, Legislative Operating Committee Chairperson
DATE: October 14, 2026
RE: Extension of the Emergency Adoption of the Probate Law

Please find the following attached supporting documentation for your consideration of the extension of the emergency adoption of the Probate law.

1. Resolution: Extension of the Emergency Adoption of the Probate Law
2. Statement of Effect: Extension of the Emergency Adoption of the Probate Law
3. Probate Law

Overview

The Probate Law (the "Law") was adopted by the Oneida Business Committee on an emergency basis on April 22, 2026, through the adoption of resolution BC-04-22-26-E. The Law recognizes that the determination of how property is disposed of upon a person's death is an exercise of self-governance that is fundamental to the Nation's sovereignty. Accordingly, the purposes of the Law are to ensure that the property of decedents passes to their rightful heirs or beneficiaries; to honor the decedent's wishes to the greatest extent possible; to comply with tribal custom and tradition; to provide a simple, efficient, and inexpensive probate process; to prevent the transfer of land out of tribal ownership and control; and to protect the rights of creditors to the extent fair and practicable. *[6 O.C. 613.1-1]*.

The Probate law:

- Affirms tribal sovereignty over inheritance and probate by explicitly characterizing property disposition at death as an exercise of self-governance and prioritizing tribal custom, tradition, and member control over property succession *[6 O.C. 613.1-1; 613.1-2]*.
- Establishes a single, comprehensive tribal probate system governing how estates of covered decedents are administered, whether the decedent died with or without a will *[6 O.C. 613.1-1(d); 613.3-1]*.
- Ensures tribal law controls over conflicting tribal documents and enactments, while recognizing that applicable federal law remains supreme where required *[6 O.C. 613.2-4(a)–(b)]*.
- Applies beyond enrolled members to include spouses, children, persons eligible for enrollment, and deceased persons owning real property within Reservation boundaries subject to a residential lease with the Nation. *[6 O.C. 613.4-1]*.
- Asserts tribal jurisdiction over non-trust property of covered decedents located within the Reservation, to the extent that federal law does not confer exclusive U.S. jurisdiction *[6 O.C. 613.5-1]*.
- Allows tribal members with fee land to opt into state probate law, while requiring tribal probate procedures for trust land held within the Reservation *[6 O.C. 613.6-1(a)–(b)]*.

- Prohibits inheritance of trust land by non-members and non-U.S. citizens, preventing transfer of trust property outside the tribal community *[6 O.C. 613.6-2]*.
- Provides mitigation options for ineligible heirs by allowing sale of trust interests to the Nation or eligible heirs at fair market value, or by granting limited life estates to ineligible spouses or minor children *[6 O.C. 613.6-2(a)–(b)]*.
- Authorizes the sale of interests where heirs cannot be located, with proceeds returned to the estate for proper distribution, reducing unresolved or fragmented ownership *[6 O.C. 613.6-3]*.
- Mandates escheat of property to the Oneida Nation where no valid heirs or devisees exist, directly supporting land consolidation and long-term tribal control *[6 O.C. 613.6-4]*.
- Exempts culturally significant and low-value personal items from formal probate, allowing family distribution of traditional and ceremonial property outside the probate process *[6 O.C. 613.6-5(a)–(b)]*.
- Vests primary probate authority in the Land Commission, empowering it to determine heirs, approve or disapprove wills, adjudicate creditor claims, accept renunciations, and decree final distributions *[6 O.C. 613.6-6(a)–(e)]*.
- Creates a detailed probate procedural framework, including mandatory filings, notice requirements, public posting, and participatory consensus-based hearings for dispute resolution *[6 O.C. 613.6-7; 613.6-10]*.
- Codifies a specific intestate succession hierarchy, prioritizing spouses and direct descendants and extending through parents, siblings, grandparents, and more remote relatives before escheat *[6 O.C. 613.6-9(a)–(f)]*.
- Provides layered review, rehearing, and appeal rights, including administrative rehearings, judicial appeals, and limited reopening of cases for lack of notice or omission of heirs *[6 O.C. 613.6-11; 613.6-13; 613.6-14]*.

The emergency adoption of this Law will expire on October 22, 2026. The Legislative Operating Committee is now seeking an extension of the emergency adoption of this Law.

The Oneida Business Committee is delegated authority to temporarily enact emergency legislation when legislation is necessary for the immediate preservation of the public health, safety, or general welfare of the Reservation population and the adoption is required sooner than would be possible under the Legislative Procedures Act. *[1 O.C. 109.9-5]*. A fiscal impact statement and public meeting are not required for emergency legislation. *[1 O.C. 109.9-5(a)]*.

The emergency adoption of the Law was necessary, and continues to be necessary, for the immediate preservation of the general welfare of the Reservation population because amendments to the Real Property Law removed the Nation's prior probate provisions and associated rulemaking authority. Without a standalone Probate law, the Nation would lack an express legal framework for administering estates, determining heirs, adjudicating claims, and exercising probate jurisdiction through tribal institutions. *[6 O.C. 601.8 (2017); BC-06-14-17-A; 6 O.C. 613.1-1 through 613.2-4]*.

Compliance with the ordinary requirements of the Legislative Procedures Act before expiration of the emergency Probate law would be contrary to the public interest because the permanent legislative process cannot be completed in time to prevent a gap in the Nation’s Probate law.

The Legislative Procedures Act allows the Oneida Business Committee to extend emergency legislation for an additional six (6) month period. *[1 O.C. 109.9-5(b)]*. A six (6) month extension is requested to allow the Legislative Operating Committee to complete development of the permanent Probate Law, including final policy review, approval of the legislative analysis, completion of the public meeting process, and presentation of the permanent law to the Oneida Business Committee for consideration.

The extension will become effective on October 22, 2026, upon expiration of the emergency Probate Law adopted through resolution BC-04-22-26-E, and will remain effective through April 22, 2027.

Requested Action
Approve the Resolution: Extension of the Emergency Adoption of the Probate Law.

Oneida Nation
Post Office Box 365
Phone: (920)869-2214 Oneida, WI 54155

BC Resolution #
Extension of the Emergency Adoption of the Probate Law

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

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

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

WHEREAS, the determination of how property is disposed of upon a person's death is an exercise of self-governance that is fundamental to the Oneida Nation's sovereignty; and

WHEREAS, the Probate Law ("the Law") was adopted by the Oneida Business Committee on an emergency basis on April 22, 2026, through the adoption of resolution BC-04-22-26-E; and

WHEREAS, the purpose of the Law is to ensure that the property of decedents passes to their rightful heirs or beneficiaries, to honor the decedent's wishes to the greatest extent possible, to comply with tribal custom and tradition, to provide a simple, efficient, and inexpensive probate process, and to protect the rights of heirs, beneficiaries, and creditors in a fair and practicable manner; and

WHEREAS, the Legislative Procedures Act authorizes the Oneida Business Committee to enact legislation on an emergency basis when legislation is necessary for the immediate preservation of the public health, safety, or general welfare of the Reservation population, and the adoption of the legislation is required sooner than would be possible under the Legislative Procedures Act; and

WHEREAS, the emergency adoption of this Law was, and continues to be, necessary for the immediate preservation of the general welfare of the Reservation population by ensuring continuity of tribal authority over inheritance and estate administration, preventing irreparable loss of tribal land and property interests, and protecting heirs and families from uncertainty and legal disruption; and

WHEREAS, compliance with the ordinary requirements of the Legislative Procedures Act before expiration of the emergency Probate Law would be contrary to the public interest because the permanent legislative process cannot be completed in time to prevent a gap in the Nation's probate law; and

WHEREAS, emergency legislation is effective for six (6) months, and may be extended by the Oneida Business Committee for one additional six (6) month period; and

WHEREAS, the emergency adoption of this Law will expire on October 22, 2026; and

WHEREAS, a six (6) month extension of the emergency adoption of this Law is requested to maintain an operative probate framework while the Legislative Operating Committee completes

development and review of the permanent Probate Law for presentation to the Oneida Business Committee; and

NOW THEREFORE BE IT RESOLVED, that the emergency adoption of the Probate Law is hereby extended for an additional six (6) month period beginning October 22, 2026, and ending April 22, 2027.

Oneida Nation
Oneida Business Committee
Legislative Operating Committee
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Statement of Effect
Extension of the Emergency Adoption of the Probate Law

Summary

This resolution extends the emergency adoption of the Probate Law for an additional six (6) month period.

Submitted by: Grace Elliott, Staff Attorney, Legislative Reference Office
Date: October 7, 2026

Analysis by the Legislative Reference Office

This resolution extends the emergency adoption of the Probate Law ("the Law") for an additional six (6) month period. On April 22, 2026, the Oneida Business Committee adopted the Law on an emergency basis through resolution BC-04-22-26-E.

The Law recognizes that the determination of how property is disposed of upon a person's death is an exercise of self-governance that is fundamental to the Nation's sovereignty. The purposes of the Law are to ensure that property passes to rightful heirs or beneficiaries, honor a Decedent's wishes to the greatest extent possible, comply with tribal custom and tradition, provide a simple, efficient, and inexpensive probate process, preserve tribal ownership and control of land, and protect the rights of heirs, beneficiaries, and creditors in a fair and practicable manner. *[6 O.C. 613.1-1]*.

The Legislative Procedures Act ("the LPA") was adopted by the General Tribal Council for the purpose of providing a process for the adoption or amendment of laws of the Nation. *[1 O.C. 109.1-1].* The LPA allows the Oneida Business Committee to take emergency action where it is necessary for the immediate preservation of the public health, safety, or general welfare of the Reservation population and when enactment or amendment of legislation is required sooner than would be possible under the LPA. *[1 O.C. 109.9-5]*. A public meeting and fiscal impact statement are not required for emergency legislation. *[1 O.C. 109.8-1(b); 109.9-5(a)]*. Emergency legislation takes effect immediately upon adoption by the Oneida Business Committee and remains effective for a six (6) month period of time. *[1 O.C. 109.9-5(b)].* The Oneida Business Committee may extend emergency legislation for one additional period not exceeding six (6) months. *[1 O.C. 109.9-5(b)].*

The resolution provides that the emergency adoption of the Probate Law was, and continues to be, necessary for the immediate preservation of the general welfare of the Reservation population because amendments to the Real Property Law removed the Nation's existing probate provisions and associated rulemaking authority. Without a standalone Probate Law, the Nation would lack an express legal framework for administering estates, determining heirs, adjudicating claims, and exercising probate jurisdiction through tribal institutions. *[6 O.C. 601.8 (2017); BC-06-14-17-A; 6 O.C. 613.1-1 through 613.2-4].*

Compliance with the ordinary requirements of the Legislative Procedures Act before expiration of the emergency Probate Law would be contrary to the public interest because the permanent legislative process cannot be completed in time to prevent a gap in the Nation's probate law. Without an extension, the Nation could be left without an express legal framework for administering estates, determining heirs, addressing claims, and exercising probate authority through tribal institutions.

The six (6) month extension will allow the Legislative Operating Committee to complete development and review of the permanent Probate Law, including resolution of remaining policy issues, approval of the legislative analysis, completion of the public meeting process, and presentation of the permanent law to the Oneida Business Committee for consideration.

The extension will become effective on October 22, 2026, upon expiration of the emergency Probate Law adopted through resolution BC-04-22-26-E, and will remain effective through April 22, 2027.

Conclusion

Adoption of this resolution would not conflict with any law of the Nation.

Title 6. Property and Land – Chapter 613
PROBATE

613.1. Purpose and Policy
613.2. Adoption, Amendment, Repeal
613.3. Definitions
613.4. Application
613.5. Jurisdiction
613.6. Disposition of Estates of Deceased Tribal Members

613.1. Purpose and Policy

613.1-1. *Purpose.* The determination of how property is disposed upon a person's passing is an exercise of self-governance crucial to the Nation's sovereignty. The purposes of this Law are accordingly:

(a) To ensure the property of Decedents passes to the rightful heirs or beneficiaries;
(b) To comply with the Decedent's wishes as much as possible;
(c) To comply with tribal custom and tradition;
(d) To provide a simple, efficient, and inexpensive method for probating the Decedent's property;
(e) To prevent the transfer of land out of tribal ownership and control; and
(f) To ensure the rights of creditors of Decedents are protected to the extent possible and fair.

613.1-2. *Policy.* It is the policy of the Nation to set out a probate process that is easy for Tribal members to engage with to the extent terminology and process can be simplified and which ensures that lands owned by Tribal members at the time of their death remain in the control of a Tribal member or the Nation to the extent permitted by law.

613.2. Adoption, Amendment, Repeal

613.2-1. This law was adopted by the Oneida Business Committee by resolution BC-XX-XX-XX-X

613.2-2. This law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the Legislative Procedures Act.

613.2-3. 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.

613.2-4. 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 probate document, agreement or order to which this law applies conflicts with this law, this law controls.

613.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

613.3. Definitions

613.3-1. 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) "Nation" means the Oneida Nation.
(b) "Tribal member" means an enrolled member of the Oneida Nation.
(c) "Beneficiary" means any person for whose benefit property is held.
(d) "Child" includes any natural child and any child formally adopted in accordance with 25 U.S.C. § 372a. An individual is the "child" of his or her natural parents regardless of their marital status. An adopted individual is the "child" of *both* his or her adopting parent or parents *and* of his or her natural parents.

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(e) "Covered permanent improvements" means buildings, other structures, and associated infrastructure attached to trust or restricted land, as well as any interests in such improvements.
(f) "Decedent" means a person who has died; a Decedent may have died with or without a valid will. The term 'testator' is often used to refer to a Decedent who has died with a valid will. In this law, the term 'Decedent' includes 'testator'.
(g) "Devise" means a gift of property by will or to give a gift of property by will.
(h) "Devisee" means a person or entity designated in a will to receive a devise.
(i) "Escheat" means reversion of property to the Nation because no valid heir or person to inherit exists.
(j) "Estate" means the total property that is owned by a Decedent at the time of their death and prior to the distribution of that property in accordance with the terms of a will, or when there is no will or valid will, by the requirements of this law.
(k) "Heir" means any person who is entitled under the law governing intestate succession to an interest in the property of a Decedent.
(l) "Intestate" means one who dies without leaving a valid will, or the circumstance of dying without leaving a valid will effectively disposing of all the estate.
(m) "Intestate succession" means succession to property of a Decedent who dies intestate or partially intestate.
(n) "Issue" means children, grandchildren, lineal descendants of more remote degree, except those who are the lineal descendants of living descendants. The term includes adopted children and non-marital children whose paternity has been established and their issue.
(o) "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.
(p) "Life estate" means an interest in property held for only the duration of a designated person's life.
(q) "Personal property" means all non-trust property other than real property.
(r) "Personal Representative" means the person or entity appointed to oversee the probate process in accordance with the Decedent's wishes. The personal representative is either appointed in the Decedent's will or if the Decedent dies without a will by the Judiciary. A personal representative appointed in the Decedent's will is often called the 'Executor'. A personal representative appointed by the Judiciary when the decedent dies without is often called the 'Administrator'. In this law the term personal representative refers to both Executor and Administrator.
(s) "Probate" means a general term for the entire process of administration of estates of deceased persons, including those without wills.
(t) "Property" means any interest, legal or equitable, in real or personal property, without distinction as to kind.
(u) "Real property" means all interest in land, including improvements that have been affixed to the land.
(v) "Reservation" means all the 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.

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(w) "Spouse" means a person who was married to the Decedent or in a registered domestic, partnership with the Decedent under the Marriage Law or under the laws of another jurisdiction.

(x) "Trust or restricted land" means land, or an interest therein, title to which is held by the United States in trust for an Indian tribe or individual, or which is held by an Indian tribe or individual subject to a restriction by the United States against alienation.

(y) "Will" means a written document executed with the required formalities and intended to facilitate the passage of the Decedent's property. The required formalities may be provided by this Law, federal law, or both this Law and federal law.

613.4. Application

613.4-1. This law shall apply to enrolled tribal members, their spouses, and their children residing on the reservation, all enrolled members, or persons eligible for enrollment, or persons who at the time of their death owned real property on land owned by the Nation within the exterior boundary of the Oneida Nation reservation.

613.5. Jurisdiction

613.5-1. *Non-trust property*. The Nation shall have jurisdiction to administer in probate the estate of a Decedent who is an enrolled tribal member, or the spouse or child of an enrolled member at the time of their death, and the estate of a decedent who at the time of their death resided or had an interest in personal and real property located within the exterior boundary of the Reservation to the extent that such estate consists of non-trust property that is not subject to the exclusive jurisdiction of the United States.

613.5-2. *Trust property*. The Nation asserts inherent authority to probate and administer trust and restricted property of a Decedent who is an enrolled member of the Nation, or the spouse or child of an enrolled member, to the fullest extent permitted under federal law. The Nation shall exercise such jurisdiction concurrently with the United States where allowed, and independently where federal law does not expressly vest exclusive jurisdiction in the United States. Nothing in this section shall be construed as a waiver of the Nation's sovereign authority or as limiting the Nation's right to administer trust or restricted property except where exclusive federal jurisdiction is clearly established by federal law.

613.6. Disposition of Estates of Deceased Tribal Members.

613.6-1. The purpose of this section is to formalize laws to handle the disposition of deceased tribal members' trust property, with or without a will. The intent of this section is to provide procedures which make it possible for equitable and fair decisions to be made for the surviving family, as well as promoting ongoing peace and harmony within the community.

(a) Tribal members holding fee land within the reservation may use the laws and procedures of the State of Wisconsin or those of this Law.

(b) Tribal members holding trust land within the reservation shall use the laws and procedures of this Section.

613.6-2. Non-members of The Oneida Tribe and non-citizens of the United States cannot acquire Trust land through inheritance. Where interests are specifically devised to individuals ineligible to inherit the following options are provided:

(a) Sale of interest to the Oneida Tribe or an eligible heir for its fair market value;

(b) Acquire a life estate in the property if an ineligible spouse and/or minor child.

613.6-3. Interests of Heirs who cannot be found will be sold to the Oneida Tribe at fair market

value, or to an eligible heir, and the money returned to the estate for distribution.

613.6-4. In the absence of any heir or devisee, interests will escheat to the Oneida Tribe of Indians of Wisconsin.

613.6-5. Personal property which does not come under the guidelines of this Law, and may be distributed at the traditional ten day meal by family members, include:

(a) Clothing, furnishings, jewelry, and personal effects of the deceased not valued at more than $100 per item.

(b) Ceremonial clothing or artifacts, including eagle feathers, beadwork, dance sticks, flutes, drums, rattles, blankets, baskets, pottery, medicines, and animal skins.

613.6-6. The Land Commission, or its designated sub-committee, shall make a declaratory ruling by authority of the Administrative Procedures Act, Section 9, in any case brought before them by any person claiming to be an heir of the deceased and requesting any of the following determinations:

(a) Heirs of Oneida members who die without a will (intestate) and possessed of fee or trust property coming under the authority of the Oneida Tribe of Indians of Wisconsin;

(b) Approve or disapprove wills of deceased Oneida members disposing of trust property;

(c) Accept or reject full or partial renunciations of interest;

(d) Allow or disallow creditors' claims against estates of deceased Oneida members;

(e) Decree the distribution of all assets of a deceased Oneida member.

613.6-7. The Oneida Law Office attorney assigned to represent the Oneida Land Commission will assist the Commission Probate Hearing Body to prepare a file for each probate application received. A complete probate file shall contain:

(a) Application;

(b) Family history information;

(c) Death certificate;

(d) Personal and Real Property Inventory;

(e) BIA-IIM Account Report;

(f) Creditor Claims, if any;

(g) Original will, if any;

(h) Names, addresses and phone numbers of all parties-in-interest;

(i) Affidavits of publishing and/or mailing demonstrating compliance with all notice provisions; and

(j) Waiver and consent forms to appoint and be appointed personal representative.

613.6-8. Definitions As Used In This Section

(a) Children And Issue: Includes adopted children and children of unwed parents where paternity has been acknowledged, or established by court decree. This does not include non-adopted step-children.

(b) Parties-in-interest: This includes:

(1) Heirs of the decedent

(2) A beneficiary named in any document offered for probate, such as the will of the decedent, land lease or sale agreement for real estate.

(3) A person named as administrator or personal representative in any document offered for probate.

(4) Additional persons as the Land Commission may by order include who may be affected by the actions of the Land Commission, or its designated sub-committee, whether by receipt of or denial of any property which is a part of

the action.

(c) Heirs: Any person who is entitled under Tribal law to an interest in the property of a decedent.

613.6-9. *Parties-in-interest*. The net estate of a decedent, not disposed of by will, passes to his/her surviving heirs or Parties-in-interest as follows:

(a) To the spouse:

(1) All Real Property.

(2) All other than Real Property if there are no surviving children of the decedent.

(3) ½ of other than Real Property of the decedent's estate if there are surviving children of the decedent, or children of any deceased child of the decedent (grandchildren) who take by right of representation.

(b) To Surviving Children and children of any deceased child of the decedent by rights of representation;

(1) All of the estate if there is no surviving spouse, divided equally to all in the same degree of kinship to the decedent. Surviving children of a deceased child of the decedent will divide their parent's share.

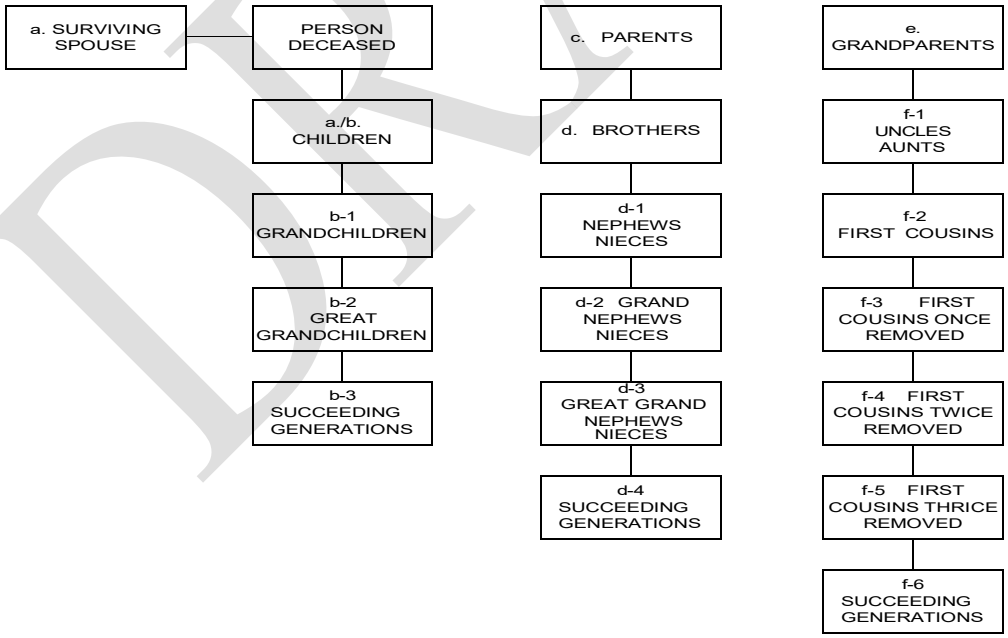
(c) All of the estate to the parents, equally divided, if no surviving spouse, children or children taking by right of representation.

(d) All of the estate to the brothers and sisters and children of deceased brothers or sisters by representation, divided equally, If no surviving spouse, children, or parents.

(e) All of the estate to the grandparents of the deceased divided equally, if no surviving spouse, children parents or brothers and sisters.

(f) All of the estate divided equally to lineal descendants of the grandparents of the deceased in the same order as (b) thru (e) if no surviving spouse, children, parents brothers/sisters, or grandparents of the decedent.

(f) Diagram of Intestate Succession as outlined in (a) thru (f) in Figure 1.



(h) Any 2% interests, or less, in land, as defined in 6-6(c) of this Law.

613.6-10. When the Probate File is complete, the Oneida Law Office shall work with the Government Administrative Office (GAO) to set a hearing date for the Land Commission Probate Hearing Body to convene.

(a) *Notice*: Unless the parties have consented to electronic service and delivery of documents, all parties-in-interest will be sent notice of the hearing to their current or last known address and shall also be posted in at least one issue of the Kalihwisaks and a newspaper of general circulation from the decedent's county of residence. The notice must include time and place for hearing, information for obtaining hearing materials and a contact person. All notices must be complete at least ten (10) days before the hearing takes place.

(b) The hearing will generally adhere to the following format:

(1) Rules for an open, nonjudgmental discussion shall be presented and accepted.

(2) Probate file is reviewed and data added or corrected based on consensus of those present.

(3) Ample time is provided for full discussion of the process, presentation of additional data for the file, and defining of problems or disputes to be entered into the record.

(4) All problems or disputes shall be settled in this hearing, with all parties-in-interest present and assisting in this resolution. This includes recommendations for clear partition of any real property held in undivided interest, and full discussion of creditor claims. This hearing shall be continued to another date only if unpredicted circumstances or unavailable information impedes the progress of resolution.

(5) When all problems, disputes and legal issues of the case have been resolved to the satisfaction of all parties-in-interest, the hearing body will issue its Final or Declaratory Ruling to the Government Accountability Office (GAO), who will notify all parties involved in the hearing. This Final Ruling takes effect 60 days after mailings unless all parties-in-interest have waived their right to seek a rehearing before the Oneida Land Commission.

613.6-11. A party to a probate hearing may seek a rehearing of any of the above determinations listed in 8-3 upon provision of a written request to the Director of the Division of Land Management within 60 days after the Declaratory Ruling is issued. It is the responsibility of the aggrieved party to make certain that adequate documentation necessitating a rehearing is attached to the request.

(a) This request must include affidavits, witness list, summary of testimony and other support documents which would provide a justifiable reason why any new information was not available at the original hearing.

(b) If basis for rehearing is alleged procedural irregularities, the request shall include complete documentation of these irregularities.

(c) If basis for rehearing is the constitutionality of the Law or its procedures, a legal brief shall be attached to the request which clearly establishes the legal rationale for this claim.

(d) If basis for rehearing is that the determination is clearly erroneous, arbitrary and/or capricious, a clear statement or legal brief summarizing the party's rationale for believing this to be true shall be attached to the request.

613.6-12. The Government Accountability Office shall notice the Oneida Law Office of any petitions for rehearing and shall place any filed petitions on the first agenda of the Land Commission following the receipt of the petition.

(a) The Land Commission may deny a rehearing if there are insufficient grounds for the petition, or if the petition is not filed in a timely fashion.

(b) The Land Commission may order a rehearing based on the merit of the petition. The petition and supporting papers are then sent to all participants of the first hearing along with the date for the rehearing.

(c) If a rehearing is ordered, the Land Commission will adhere to the same notice requirements as in the first hearing. In addition, the hearing body should be composed of the same individuals responsible for the first hearing. Based on the information presented at the rehearing, the hearing body may adhere to the former Ruling, modify or vacate it, or make such further determinations that are warranted.

613.6-13. Any Declaratory Ruling given under this Section may be appealed to the Judiciary within 30 days from the date of the Ruling. The Ruling is sent to the Parties-in-interest with same documentation outlined in 8-6.

613.6-14. A party may petition the Judiciary to reopen the case within three years after the Declaratory Ruling has been mailed out if they can prove all of the following:

(a) They were not a participant in the first hearing;

(b) They were completely unaware that the first probate hearing occurred and they have proof that they were not duly noticed; and

(c) They have rights which were erroneously left out of the first probate hearing.

613.6-15. After looking at the record of the first hearing, the Judiciary may rule that the Petition To Reopen is not sufficient, or it may send an order to the Land Commission to provide a second hearing based on the evidence provided in the Petition.

613.6-16. All probate Declaratory Rulings of the Land Commission or Judgments of the Judiciary shall be recorded in the Division of Land Management.

(a) If fee land is part of the Ruling, it shall also be recorded at the County Register of Deeds.

(b) If trust land is part of the Ruling, it shall also be recorded at the Department of Interior Aberdeen Title Plant.

End.

Emergency Adoption-BC-XX-XX-XX-X

DRAFT

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

TO: Legislative Operating Committee
FROM: Clorissa N. Leeman, Legislative Reference Office, Senior Staff Attorney
DATE: October 7, 2026
RE: One Year Review of the Law Enforcement Law Amendments

Background

On March 14, 2025, the Oneida Business Committee adopted the most recent amendments to the Law Enforcement law through the adoption of resolution BC-05-14-25-B, *Amendments to the Oneida Nation Law Enforcement Ordinance*. The purpose of the Law Enforcement law is regulate the conduct of the Nation's law enforcement personnel according to the highest professional standards. *[3 O.C. 301.1-1]*. Amendments to the Law Enforcement law were sought to:

- Revise the title of the law from "Oneida Nation Law Enforcement Ordinance" to "Law Enforcement law;"
- Include a new provision providing the policy of the Nation in regard to this law. *[3 O.C. 301.1-2]*;
- Provide that law enforcement operations can take place outside the Reservation when the operations occur pursuant to any other jurisdictional exception that may exist for law enforcement officers. *[3 O.C. 301.4-2(c)]*;
- Remove the Police Sergeant position from the positions in the Oneida Police Department that are required to be held by enrolled members of the Nation. *[3 O.C. 301.5-1(a)]*;
- Require that upon the removal of a Police Chief, in addition to the retirement or resignation, the Oneida Public Safety and Security Commission shall appoint an interim Police Chief. *[3 O.C. 301.5-2(b)(4)]*;
- Clarify that to the extent that Federal Tort Claims Act coverage does not apply, the Nation shall provide professional liability insurance for all law enforcement officers. *[3 O.C. 301.5-4]*;
- Allow for the sworn oath of a law enforcement officer to take place at a special Oneida Business Committee meeting, or at an alternative time and location as determined by the Oneida Business Committee Secretary, in addition to at a regular Oneida Business Committee meeting. *[3 O.C. 301.5-6]*;
- Expand the Oneida Police Commission into the Oneida Public Safety and Security Commission, which will oversee the Internal Security Department and any other public safety operation department of the Nation, in addition to the Oneida Police Department. *[3 O.C. 301.6]*;
- Revise the eligibility qualifications for Oneida Public Safety and Security Commission members. *[3 O.C. 301.6-3]*;
- Revise the responsibilities of the Oneida Public Safety and Security Commission in regard to the Oneida Police Department. *[3 O.C. 301.6-4]*;
- Provide that the responsibilities of the Oneida Public Safety and Security Commission in regard to the Internal Security Department or any other safety operation department of the Nation shall be provided for in the Oneida Public Safety and Security Commission bylaws. *[3 O.C. 301.6-5)]*;

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- Revise the disciplinary proceedings for law enforcement officers. *[3 O.C. 301.9]*;
- Move all provisions regarding the use of firearms to section 301.11 of the Law, and provide that the Oneida Police Department may allow law enforcement use of service firearms in order to protect life, liberty, property, land, and premises, according to the usual and current accepted law enforcement standards. *[3 O.C. 301.11-1]*; and
- Make other minor drafting changes throughout the Law.

Resolution BC-05-14-25-B also contained the directive that the Legislative Operating Committee conduct a one (1) year review of the amended Law Enforcement law.

One Year Review

In order to conduct a one (1) year review of the Law Enforcement law the Legislative Operating Committee both held a work meeting on August 18, 2026, and reached out via e-mail to representatives from the following areas with a request for information regarding the implementation of the most recent amendments to the Law Enforcement law:

- Oneida Law Office;
- Oneida Police Department; and
- Oneida Public Safety and Security Commission.

Representatives from the Oneida Law Office and the Oneida Police Department informed the Legislative Operating Committee that the amended Law Enforcement law was working well as intended, and that at this time no additional amendments to the Law Enforcement law were identified as necessary. The Oneida Law Office and Oneida Police Department then informed the Legislative Operating Committee that at this point in time, the amended disciplinary procedures have not yet been used, but may be used in the near future. It was then discussed that the Oneida Law Office and Oneida Police Department can come back to the Legislative Operating Committee once the disciplinary procedures have been used if there are any issues that would need to be addressed through legislative means. The Oneida Public Safety and Security Commission did not provide any information to the Legislative Operating Committee.

Requested Action

Accept the one (1) year review of the amended Law Enforcement law.

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

AGENDA REQUEST FORM

1) Request Date: October 2, 2026
2) Contact Person(s): Scott Denny
   Dept: Comprehensive Housing
   Phone Number: 920-869-6193 Email: sdenny@oneidanation.org
3) Agenda Title: Certification of Rule No. 2 - Income Based Rental Program Eligibility, Selection and Other Requirements
4) Detailed description of the item and the reason/justification it is being brought before the LOC:
   CHD is revising Rule No. 2 to add language for GWA to be used at the time of determining program eligibility and excluding GWA when determining income-based rent rates, and language stating all common corridor residential buildings are smoke-free.

   List any supporting materials included and submitted with the Agenda Request Form
   1) Rule No. 2
   2) Summary Report
   3) Public Meeting Notice
   4) Public Mtg Sign-in and transcript
5) Please list any laws, policies or resolutions that might be affected:
   None to my knowledge
6) Please list all other departments or person(s) you have brought your concern to:
   NA
7) Do you consider this request urgent? ■ Yes ☐ No
   If yes, please indicate why:
   To get adopted as expediently as possible

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

Signature of Requester:
Digitally signed by Scott Denny
Date: 2026.10.01 08:45:22 -05'00'

Please send this form and all supporting materials to:

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

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

TO: Legislative Operating Committee (LOC)
FROM: Clorissa N. Leeman, Legislative Reference Office, Senior Staff Attorney
DATE: October 7, 2026
RE: Certification of the Amendments to the Landlord Tenant Law Rule No. 2 - Income Based Rental Program Eligibility, Selection and Other Requirements

Background

The Legislative Operating Committee received the certification packet provided for the amendments to the Landlord Tenant Law Rule No. 2 - Income Based Rental Program Eligibility, Selection and Other Requirements ("the Rule") from the Comprehensive Housing Division.

The Legislative Operating Committee is responsible for certifying a proposed rule after determining the authorized agency has complied with the requirements for certification stated in section 106.7-2 of the Administrative Rulemaking law, and forwarding the rule to the Oneida Business Committee for consideration of adoption. *[1 O.C. 106.7-3]*.

Certification by the Legislative Operating Committee means:

- The certification packets provided for the Rule contained all documentation required by the Administrative Rulemaking law for a complete administrative record;
- The promulgation of the Rule complied with the procedural requirements contained in the Administrative Rulemaking law; and
- The Rule did not exceed the rulemaking authority granted under the law for which the Rule is being promulgated. *[1 O.C. 106.7-2]*.

The Legislative Operating Committee is now being asked to consider the certification of the Rule.

Administrative Rulemaking Authority

The Landlord-Tenant law ("the Law") provides mechanisms for protecting the rights of the landlords and tenants on all land owned by the Nation or Tribal members within the Reservation boundaries. *[6 O.C. 611.1-1]*. The Law confers administrative rulemaking authority to the Comprehensive Housing Division as authorized by the Administrative Rulemaking law. The Comprehensive Housing Division is required to establish rules naming programs for low income members of the Nation and their families and providing the specific requirements and regulations that apply to the program. *[6 O.C. 611.10-1]*.

Summary of Amendments to the Landlord Tenant Law Rule No. 2 - Income Based Rental Program Eligibility, Selection and Other Requirements

The Rule provides additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based rental programs.

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[Rule 2.1-1]. The mission of the income-based housing program is to develop, maintain, and operate affordable housing in safe, sanitary, and healthy environments within the reservation. *Id*.

The proposed amendments to the Rule add clarification to minimum income requirements. Previously the Rule simply required that applicants meet a minimum household income of seven thousand eight hundred dollars ($7,800) per year. The amended rule still requires that applicants have current income that demonstrates the applicant will gross, at a minimum, seven thousand eight hundred dollars ($7,800) in the coming year. *[Rule 2.4-3]*. But now the amended Rule requires that the Comprehensive Housing Division staff include General Welfare Assistance payments made by the Nation for the purpose of calculating minimum income, but provides the option for Comprehensive Housing Division staff to consider income attributable to the General Welfare Assistance payments when setting rents. *Id*.

The proposed amendments to the Rule add a new provision regarding buildings with common corridors and/or shared ventilation. The Rule provides that all buildings with common corridors and/or shared ventilation systems are required to be non-smoking throughout, including tenant units, and shall be posted as such by the Comprehensive Housing Division. *[Rule 2.6-2(d)]*. The Rule then requires that tenants be informed at the time of move-in, and within their rental agreement, as to whether their rental unit is within a non-smoking building. *Id*.

The proposed amendments to the Rule also further address setting rents. The Rule provides that rent may not exceed thirty percent (30%) of the household's adjusted gross income based on the income calculation requirements provided in section 2.4-3, and that adjusted gross income means the annual household income remaining after the Comprehensive Housing Division staff applies the deductions for the following: dependent deductions, elder and/or disabled deductions, medical and attendant expenses, child care expenses, child support for a household minor, earned income of minors, and travel expenses for employment or education related travel. *[Rule 2.7-2(a)]*. The proposed amendments to the Law remove specific language regarding each individual deductions, such as the dependent deductions, elder and/or disabled deductions, medical and attendant expenses, child care expenses, child support for a household minor, earned income of minors, and travel expenses for employment or education related travel. [Rule 2.7-2(a)(1)-(7)]. Instead, the Rule now provides that adjusted gross income means the annual household income remaining after the Comprehensive Housing Division staff applies the deductions approved pursuant to 24 CFR § 5.609, and requires that Comprehensive Housing Division staff provide the effective language to the Legislative Reference Office to be published as Appendix 02 to this Rule so that applicable rent deductions are publicly available on the Oneida Register. *Id*.

Eligibility for Certification by the Legislative Operating Committee

The materials submitted by the Comprehensive Housing Division for the certification of the Rule have been reviewed, and this section of the memorandum provides conclusions regarding the eligibility of the Rule for certification by the Legislative Operating Committee.

Complete Administrative Record

The certification packet provided by the Comprehensive Housing Division for the Rule did contain all documentation required by the Administrative Rulemaking law for a complete administrative record. Below, please find a chart of the required documentation for the administrative record:

Administrative Record Documents	Submitted
Memo from the authorized agency's highest level of management approving the proposed rule.	Yes
Minutes from the authorized agency's meeting during which the proposed rule was an agenda item.	N/A
Memo provided by the authorized agency containing the rule's procedural timeline including the dates the requirements of this law were fulfilled.	Yes
Summary Report: ▪ Document containing summary information; ▪ Statement of Effect from Legislative Reference Office; and ▪ Fiscal Impact Statement.	Yes
Draft of proposed Rule (Clean)	Yes
Draft of proposed rule that went to public meeting if the rule changed after the public meeting.	N/A
If the rule is being amended, redline drafts from the currently effective rule illustrating the proposed amendments.	Yes
Public Meeting Notice	Yes
Public Meeting Sign in sheet	Yes
A memorandum provided by the authorized agency containing the public comments that were received, both orally and written, and the authorized agency's response to each comment	Yes
The effective dates of the original rule and any rule amendments subsequently made as established by the authorized agency.	Yes

Compliance with Procedural Requirements
Based on the information provided by the Comprehensive Housing Division, the promulgation of the Rule did comply with the procedural requirements contained in the Administrative Rulemaking law.

Compliance with Rulemaking Authority
Based upon a review of the Rule, the Rule did not exceed the rulemaking authority granted under the Landlord Tenant law.

Conclusion

The Rule provided by the Comprehensive Housing Division is eligible for certification by the Legislative Operating Committee under section 106.7-2 of the Administrative Rulemaking law.

Requested Action

- Certify the Amendments to the Landlord Tenant Law Rule No. 2 - Income Based Rental Program Eligibility, Selection and Other Requirements and forward to the Oneida Business Committee

Title 6. Property and Land – Chapter 611

LANDLORD-TENANT

Rule # 2 – Income Based Rental Program Eligibility, Selection and Other Requirements

2.1. Purpose and Delegation
2.2. Adoption, Amendment and Repeal
2.3. Definitions
2.4. Eligibility Requirements
2.5. Application Process and Wait List
2.6. Tenant Selection
2.7. Rental Unit Catalog, Setting Rents and Security Deposits
2.8. Annual Inspection and Rental Agreement Renewal
2.9. Rental Agreement Cancellation

2.1. Purpose and Delegation

2.1-1. *Purpose.* The purpose of this rule is to provide additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based rental programs. The mission of the income-based housing program is to develop, maintain, and operate affordable housing in safe, sanitary and healthy environments within the reservation.

2.1-2. *Authority.* The Landlord-Tenant law delegated the Comprehensive Housing Division and Land Commission joint rulemaking authority pursuant to the Administrative Rulemaking law. However that delegation excluded the Land Commission from having joint authority where the rules relate solely to premises administered pursuant to federal funding. Accordingly, the Comprehensive Housing Division has sole rulemaking authority for these rules.

2.2. Adoption, Amendment and Repeal

2.2-1. This rule was adopted by the Comprehensive Housing Division in accordance with the procedures of the Administrative Rulemaking law.

2.2-2. This rule may be amended or repealed by the approval of the Comprehensive Housing Division pursuant to the procedures set out in the Administrative Rulemaking law.

2.2-3. Should a provision of this rule or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this rule which are considered to have legal force without the invalid portions.

2.2-4. In the event of a conflict between a provision of this rule and a provision of another rule, internal policy, procedure or other regulation, the provisions of this rule control.

2.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Landlord-Tenant law.

2.3. Definitions

2.3-1. This section governs the definitions of words and phrases used within this rule. All words not defined herein are to be used in their ordinary and everyday sense.

(a) "Comprehensive Housing Division" means the entity responsible for housing matters specifically related to rental agreements as defined by Oneida Business Committee Resolution.[1]
(b) "Household" means all persons residing within the income-based rental unit.
(c) "HUD" means the United States Department of Housing and Urban Development.
(b) "Landlord" means the Nation in its capacity to rent real property subject to a rental agreement.
(c) "Nation" means the Oneida Nation.
(d) "Premises" means the property covered by a rental agreement, including not only the real property and fixtures, but also any personal property furnished by the landlord pursuant to a rental agreement.
(e) "Rental Agreement" means a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose for one (1) year or less.
(f) "Tenant" means the person granted the right to use or occupy a premises pursuant to a rental agreement.
(g) "Tribal member" means an enrolled member of the Nation.
(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.

2.4. Eligibility Requirements

2.4-1. *Tribal Member Status.* At least one (1) of the household members listed in the household composition is required to be a Tribal member. Comprehensive Housing Division staff shall verify enrollment status by either requiring a copy of the Tribal Identification Card or requesting verification from the Trust Enrollment Department.
2.4-2. *Maximum Income.* Pursuant to the Native American Housing Assistance and Self Determination Act (NAHASDA), in order to be eligible for an income-based rental agreement, the household must qualify as low income at the time of initial occupancy. In order to qualify as low-income, applicants' household income may not exceed eighty percent (80%) of the regional gross annual income based on the data from Outagamie County.[2] For the purposes of this section, CHD shall calculate income in accordance with 24 CFR § 5.609 and shall provide the effective language to the Legislative Reference Office to be published as Appendix 01 to this Rule so that applicable income calculations are publicly available on the Oneida Register.
2.4-3. *Minimum Income.* Applicants shall have current income that demonstrates the applicant will gross, at a minimum, $7,800 in the coming year. Comprehensive Housing Division staff shall include General Welfare Assistance payments made by the Nation for the purpose of calculating minimum income, but may not consider income attributable to the General Welfare Assistance payments when setting rents.
2.4-4. *Outstanding Debts.* Applicants for a rental agreement may not have a past due balance greater than two hundred dollars ($200) owed to any utility provider and may not have any prior

[1] *See* BC Resolution 10-12-16-D providing that for purposes of the Landlord-Tenant law, the Comprehensive Housing Division means the Division of Land Management for general rental agreements, the Oneida Housing Authority for income-based rental agreements and Elder Services for rental agreements through the Elder Services program.
[2] Pursuant to resolution BC-01-25-12-A, Outagamie County is designated as the data source for collecting regional gross income for determining low-income housing eligibility because the income in that area is generally higher than Brown County's and results in more persons being eligible based on the income requirements.

debt owed to the Comprehensive Housing Division.

32.4-5. *Prior Comprehensive Housing Division Eviction.* Applicants that have had a rental agreement with the Comprehensive Housing Division subject to an eviction and termination within two (2) years from the date of the application are not eligible to participate in the income-based rental program.

2.4-6. *Criminal Convictions.* Applicants with any of the following types of convictions are not eligible for participation in the income-based rental program, provided that the Pardon and Forgiveness law may provide an exception to the conditions contained in this section:

(a) A drug conviction within three (3) years from the date of application;

(b) A felony conviction within five (5) years from the date of application; 4and/or

(c) A criminal conviction based upon an act of violence within two (2) years from the date of the application.

2.4-7. *Pardon and Forgiveness.* A grant of a pardon or forgiveness pursuant to the Nation's Pardon and Forgiveness law may result in an otherwise ineligible tenant becoming eligible.

2.5. Application Process and Wait List

2.5-1. *Applying.* Persons wishing to participate in the income-based housing program shall complete the Comprehensive Housing Division rental agreement application and any other accompanying forms required based on the income-based program eligibility requirements. The Comprehensive Housing Division staff may not consider any applications for selection and/or placement on the wait list until the application and all accompanying forms are complete. Upon receipt of a completed application, including all supplementary forms, Comprehensive Housing Division staff shall date and time stamp the application. If, regardless of a complete application submittal, additional information is required to determine eligibility, the Comprehensive Housing Division staff shall request such information and maintain the application submittal date provided that the applicant responds to the information requests in a reasonably timely fashion.

(a) *Household Composition Form.* The Comprehensive Housing Division staff shall require applicants to the income-based housing program to complete a Household Composition Form which provides the full name, age and date of birth of each person contemplated to reside in the income-based rental unit. In order to verify such information, the Comprehensive Housing Division staff shall require that applicants submit the following with the Household Composition Form:

(1) Copies of social security cards for each person contemplated to reside in the income-based rental unit, provided that for newly born babies that have not yet been issued a social security card a birth certificate is sufficient;

(2) A copy of a picture identification card for each adult contemplated to reside in the income-based rental unit;

(3) If any adults in the home are enrolled in post-secondary education, verification of enrollment in the form of a financial aid award letter or other documentation directly from the school; and

(4) If an adult in the household is the custodial parent/guardian of a minor, a copy of the court documents which awarded such placement.

(b) *Background Checks.* In order to ensure compliance with the eligibility requirements of the Landlord-Tenant law and these rules, Comprehensive Housing Division staff shall

perform a background check on each adult in the household. Household adults are also subject to annual background checks upon annual rental agreement renewal pursuant to 2.8-5 and as may be determined to be necessary to maintain the safety of the community by the Comprehensive Housing Division staff.

2.5-2. *Notification of Eligibility, Placement on the Wait List.* When Comprehensive Housing Division staff completes its review of an application and determines the applicant(s) eligible for the income-based rental program, the staff shall:

(a) Place the applicant(s) into one (1) of the following categories of renters based on the household size and needs as provided below:

(1) Single Adult/Adult Couple – A maximum of two (2) adults in the household, no children.

(2) Small Household – A maximum four (4) household members in the household.

(3) Large Household – A household of five (5) or more household members.

(4) Elder – A household with a maximum of two (2) adults and no children wherein at least one (1) adult is sixty-two (62) years old or older at the time of application.

(5) Minimum Handicap Accessibility Required – For each of the category types provided in subsections (1)-(4) above, there shall be an additional category for each requiring minimum handicap accessibility. This category shall be reserved for households with at least one (1) household member requiring permanent and minimal handicap accessibility (i.e. permanent use of a walker); this category includes all handicap needs that do not amount to full wheelchair accessibility.

(6) Maximum Handicap Accessibility Required – For each of the category types provided in subsections (1)-(4) above, there shall be an additional category for each in which as least one (1) household member requires full wheelchair handicap accessibility.

(b) Determine whether there is a wait list for the type of rental unit required based on the applicant's category of renter.

(1) If there is a wait list established, place the applicant on the wait list based on the date and time stamp of the application. At such time, Comprehensive Housing Division staff shall provide the applicant with notice of their placement on the wait list and the requirement to update their application should anything change prior to their designated use of rental unit becoming available. An applicant may request to be removed from the wait list at any time.

(2) If there is not a wait list established and there are available rental units available for the applicant's renter category, move to the tenant selection process provided in sections 2.6-3 and 2.6-4.

2.5-3. *Notification of Ineligibility.* If review of a complete submitted application and/or annual renewal reveals that an applicant is ineligible to participate in the income-based rental program based on the Landlord-Tenant law and/or rules, the Comprehensive Housing Division staff shall notify the applicant of the cause of the ineligibility and how the applicant may become eligible in the future. At such time, Comprehensive Housing Division staff shall also inform the applicant of other housing opportunities offered by the Nation for which the applicant may be eligible, if applicable.

2.5-4. *Required Application Updates.* Applicants on the wait list are required to update the application, at a minimum, annually, but also whenever information submitted on the application has changed. Applicants that fail to complete the application update within the allotted timeframe

will be removed from the wait list and required to re-apply for future consideration absent proof of extenuating circumstances, for which Comprehensive Housing Division staff may provide a grace period of a maximum of ten (10) calendar days. For any updated application that reveals an applicant has become ineligible, Comprehensive Housing Division staff shall remove the applicant from the wait list and provide the applicant notice of the cause for ineligibility.

2.6. Tenant Selection

2.6-1. *Household Size and Available Units.* When a rental premise becomes available, the Comprehensive Housing Division staff shall preliminarily select a tenant based on the first applicant on the wait list for the said unit type based on the corresponding renter and unit categorization. In the event that a handicap accessible unit becomes available and there are no applicants on the wait list for the said type of handicap accessible unit, an applicant from the same renter category that does not require handicap accessibility may be selected for the said unit.

2.6-2. *Notice of Tenant Selection.* When an applicant is selected for a rental unit in accordance with this section, the Comprehensive Housing Division staff shall provide the applicant with notice of tenant selection. The notice, at a minimum, shall include the address of the rental premise, the required security deposit and monthly rent, and a requirement that the applicant respond within fifteen (15) calendar days to accept/reject the rental premise noting that the security deposit is due at the time of acceptance. Applicants that pay a security deposit and fail to complete the selection process to actually take occupancy forfeit the security deposit to the Comprehensive Housing Division as consideration for holding the unit. Comprehensive Housing Division shall return the security deposit to the applicant only in circumstances where the applicant is prevented from entering the rental agreement based on a loss of eligibility due to circumstances outside of the applicant's control (i.e. death of a Tribal member that made the household eligible for the income-based rental program).

(a) *Failure to Respond or Rejecting a Rental Premise.* If a rental premise is rejected for any reason or the applicant fails to respond to the notice, Comprehensive Housing Division staff shall remove the applicant from the wait list; in such circumstances the applicant may re-apply for the income-based rental program following a ninety (90) calendar day period of ineligibility.

(b) *Accepting a Rental Premise.* In order for an applicant's acceptance of a rental premise to be complete, the applicant shall submit along with the acceptance a payment for the full security deposit. Prior to accepting a security deposit payment, Comprehensive Housing Department staff shall verify that the applicant remains eligible for the income-based rental program and the rental unit type based on the household's categorization.

(1) *Standard Timeframe for Completing the Rental Agreement and Taking Occupancy.* Except as provided in subsection (2) below, applicants that have accepted a rental premise from the income-based rental program have five (5) calendar days from the date of acceptance and payment of the security deposit to:

(A) Reconfirm that they remain eligible for the income-based rental program and remain in the same category of renters;

(B) Pay the first month's rent; and

(C) Execute the rental agreement and all required supplemental forms, provided that the agreement may not be executed until (A) and (B) are complete.

(2) *Extended Timeframe for Completing the Rental Agreement for Applicants*

Providing Termination Notice to Another Landlord or Housing Program. The Comprehensive Housing Division offers an extended timeframe for applicants required to provide thirty (30) or more calendar or business days' notice of termination of a rental agreement to a current landlord or housing program. In such circumstances, in order to qualify for the extended timeframe, the applicant shall provide proof of the notice requirement in his/her current rental agreement by submitting the signed rental agreement to the Comprehensive Housing Division. Upon submittal of such proof, the applicant shall have thirty (30) calendar days from the date of acceptance and payment of the security deposit to:

(A) Reconfirm that they remain eligible for the income-based rental program and remain in the same category of renters;

(B) Pay the first month's rent; and

(C) Execute the rental agreement and all required supplemental forms, provided that the agreement may not be executed until (A) and (B) are complete.

(3) *Taking Occupancy.* The Comprehensive Housing Division shall provide the tenant with keys to the rental premises upon execution of the rental agreement. As such time, the Comprehensive Housing Division staff shall provide the tenant with a check-in sheet and notice the tenant that he/she has seven (7) calendar days from the date the tenant takes occupancy to complete the check-in sheet and submit it to the Comprehensive Housing Division.

(d) Buildings with Common Corridors and/or Shared Ventilation. All buildings with common corridors and/or shared ventilation systems shall be non-smoking throughout, including tenant units, and shall be posted as such by the Comprehensive Housing Division. Tenants shall be informed at the time of move-in, and within their rental agreement, as to whether their rental unit is within a non-smoking building.

2.7. Rental Unit Catalog, Setting Rents and Security Deposits

2.7-1. *Rental Unit Catalog*. The Comprehensive Housing Division shall maintain a catalog of all rental units included in the income-based rental program. Said catalog shall categorize each rental unit based on designated use for the type of renter in accordance with the types of renters established in section 2.5-2(a).

2.7-2. *Setting Rents.* The Comprehensive Housing Division shall determine the required monthly rent for each household based on the household's income in accordance with the following:

(a) Rent may not exceed thirty percent (30%) of the household's adjusted gross income based on the income calculation requirements provided in section 2.4-3. Adjusted gross income means the annual household income remaining after the Comprehensive Housing Division staff applies the deductions approved pursuant to 24 CFR § 5.609 and shall provide the effective language to the Legislative Reference Office to be published as Appendix 02 to this Rule so that applicable rent deductions are publicly available on the Oneida Register.[3]

(b) Monthly rent may not exceed the fair market rents of the rental premise as determined by the data for Outagamie County.

[3] Comprehensive Housing Division staff may not consider income attributable to the General Welfare Assistance payments when setting rents.

(c) Households with any member that qualifies as a party listed below shall receive preferential rent wherein the Comprehensive Housing Division may not charge rent that exceeds twenty percent (20%) of the household's adjusted gross income based on the income calculation requirements provided in section 2.4-3.

(1) Elder Tribal Member – A Tribal member that is sixty-two (62) years old or older.

(2) Handicapped Tribal Member – A Tribal member that has a physical disability as documented by a medical provider/or proof of disability payments.

(3) Legally Incompetent Adult Tribal Member – A Tribal member that has been determined to be a legally incompetent adult based on the findings of a court of competent jurisdiction.

(4) Mentally Disabled Minor Tribal Member – A Tribal member under the age of eighteen (18) years old that has a mental disability as documented by a medical provider.

2.7-3. *Standard Security Deposit.* Comprehensive Housing Division staff shall set the standard security deposit required for each rental premise in the income-based rental program at $350.00.

2.7-4. *Increased Security Deposit for Pets.* Tenants in the Comprehensive Housing Division's general rental program may have pets[5] in accordance with the Domestic Animal Ordinance, provided that an increased security deposit is required.

(a) The standard security deposit does not apply to tenants with pets. Comprehensive Housing Division staff shall set the increased security deposit required for households with pets at a rate of $350.00 plus an additional $200.00 per pet.

(b) In the event that a tenant wishes to acquire a pet after the rental agreement has been signed, the tenant shall notify the Comprehensive Housing Division and shall pay the difference between the increased security deposit for pets and the standard security deposit. Tenants that fail to report a pet in the household may be assessed charges for an increased security deposit for pets if such pets are reported to the Comprehensive Housing Division and/or discovered at the time of an inspection.

2.8. Annual Inspection and Rental Agreement Renewal

2.8-1. *Scheduling Annual Inspections.* Comprehensive Housing Division staff shall schedule tenants' annual inspections for a date that is within ninety (90) calendar days of the expiration of the tenants' rental agreement.

2.8-2. *Inspection Checklist.* Comprehensive Housing Division staff completing the annual inspection shall use the checklist that is approved by the Comprehensive Housing Division director. Upon completion of the inspection, Comprehensive Housing Division staff shall request that the tenant(s) sign the completed checklist.

2.8-3. *Damages.* Tenants are required to pay costs to repair any damages to the rental premises discovered during the annual inspection that do not amount to normal wear and tear. Payment for such costs must be received by the Comprehensive Housing Division prior to signing a rental agreement renewal, provided that the Comprehensive Housing Division may offer the tenant a payment agreement in for the damages, in which case the repayment agreement shall be signed prior to the rental agreement renewal.

2.8-4. *Immediate Notice of Change in Household Composition and/or Income*. Tenants shall

immediately notify the Comprehensive Housing Division of any change in the tenant's household composition and/or income, regardless of the date scheduled for the annual renewal.

(a) *Change in Household Composition.* If a change in the household composition changes the tenant's category of renter based on section 2.5-2(a), the Comprehensive Housing Division staff shall work to transfer the household to a rental unit of corresponding category as soon as possible. If no such units are currently available, Comprehensive Housing Division staff shall move the tenant to the top of the waiting list. In order to be transferred or placed on a wait list, the tenant shall demonstrate that they remain eligible for the income-based rental program and are current with rent and utility payments. Tenants are only eligible for rental unit transfers within their current category of renter if, in the Comprehensive Housing Division's discretion, the transfer is needed to better accommodate the household composition.

(b) *Change in Household Income*. A change in household income may cause a change in the amount of monthly rent required, accordingly, any change in household income that is not reported within thirty (30) calendar days of the change shall result in a retroactive adjustment of the rent if the change results in an increase of rent payments. Retroactive rent shall be applied for each month there was a change in income that was not reported, excluding the initial thirty (30) calendar days provided to the tenant to report the change. The tenant is responsible for payment of all current and retroactive adjustments of rent and may be eligible for a repayment agreement, provided that in all circumstances and retroactive rental arrears shall be paid in full within one (1) year.

(c) *Rental Agreement Amendment.* Should a change in household size and/or income cause a change in the terms of the tenant's rental agreement, an amendment to the rental agreement is required to be executed.

2.8-5. *Rental Agreement Renewal.* Each rental agreement is limited to a twelve (12) month term. Tenants wishing to remain in the property are required to complete the annual rental agreement renewal by verifying that the household continues to meet all eligibility requirements contained in the Landlord-Tenant law and rules excluding the maximum income requirement provided in article 2.4-2. Once continued eligibility is verified, tenants that remain eligible are required to sign a rental agreement renewal.

(a) The Comprehensive Housing Division may, in its discretion, decline renewal of a rental agreement if it determines that the renewal is not in the best interest of the Nation.

(b) In the event a tenant fails to enter a rental agreement renewal and has not vacated the rental premises within thirty (30) calendar days of the expiration of the rental agreement, the Comprehensive Housing Division shall initiate the eviction process pursuant to the Eviction and Termination law.

2.8-6. *Ineligibility Due to Renewal or an Update of Household Information.* Comprehensive Housing Division staff shall provide tenants that become ineligible to participate in the income-based rental program based on a renewal or update of household information with notice specifying the cause of the ineligibility and, if possible, how the household may reinstate eligibility.

(a) *Ineligibility Due to Renewal.* In circumstances where the tenant learns of ineligibility as part of the annual renewal, Comprehensive Housing Division staff shall include in the notice of ineligibility that renewal of the rental agreement is not available at such time and that the tenant is entitled to a minimum of a thirty (30) day notice to cure, by reinstating eligibility, or vacate.

(b) *Ineligibility Due to an Update of Household Information.* In circumstances where the tenant learns of ineligibility as part of an update of household information, Comprehensive Housing Division staff shall include in the notice of ineligibility the warning of potential termination in accordance with the rental agreement. In the event the tenant is unable to or fails to reinstate their eligibility in accordance with the timeline provided in the notice, the Comprehensive Housing Division shall permit the tenant to remain in the unit for the longer of the duration of the rental agreement or ninety (90) calendar days from the date of the notice of ineligibility.

(1) If the tenants' circumstances result in the tenant completing the term of the rental agreement, eligibility shall be reconsidered at the time of the annual renewal. If the tenant remains ineligible at the time of renewal, article 2.8-6(a) applies.

(2) If the tenants' circumstances result in the tenant receiving a thirty (30) calendar day notice to cure or ninety (90) calendar day notice to vacate, the tenant shall enter a limited term rental agreement to cover any time which exceeds the current rental agreement.

(c) *Limited Term Rental Agreements.* Limited term rental agreements are available in accordance with article 2.8-6(a) and (b) of these rules and section 611.9-4 of the Landlord-Tenant law. At a minimum, limited term rental agreement shall include:

(1) The date of the original notice of ineligibility;

(2) An explanation that the tenant has thirty (30) calendar days to reinstate eligibility;

(3) As applicable, an explanation that if eligibility is not timely reinstated, that the limited term rental agreement takes the place of the thirty (30) calendar day notice to cure or vacate required by the Eviction and Termination law; and

(4) An explanation that if eligibility is not timely reinstated, the rental unit will be reclaimed including the date the locks will be changed.

2.9. Rental Agreement Cancellation

2.9-1. *Two Week Notice Required.* Tenant wishing to cancel a rental agreement in the general rental program are requested to provide the Comprehensive Housing Division with a minimum of two (2) weeks of notice.

2.9-2. *Prorated Rent*. In the event of cancellation of a rental agreement or abandonment of the rental premises, the Comprehensive Housing Division staff shall prorate the required last month's rent payment based upon the greater of the following:

(a) The number of calendar days the unit was occupied in the last month; or

(b) Two (2) weeks from the date of cancellation or the date the Comprehensive Housing Division learns of abandonment.

End.

Original effective date: 04-13-2017
Amendment effective date:
Amendment effective date:

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ONEIDA

M E M O R A N D U M

TO: Legislative Operating Committee

FROM: Scott Denny, CHD Residential Rentals & Outreach Area Manager

DATE: September 4, 2026

SUBJECT: Request for Certification of Procedural Compliance
Landlord-Tenant Law Rule #2 – Income Based Rental Program Eligibility, Selection and Other Requirements

The Comprehensive Housing Division (CHD) is exercising its rulemaking authority to amend the Income Based Rental Program Rule pursuant to the Landlord-Tenant law.

There was an attendance of four (4) community members at the public meeting and one (1) community member submitting comments in writing. A documented review of public comments is recorded with no revisions to the draft rule following public meeting.

Rulemaking Timeline	
Required Action	**Date Completed**
Public Meeting notice for the rule is posted in the Kalihwisaks (see page 28 of August 2026 issue) and on the Oneida Register	July 30, 2026
Public Meeting held	August 18, 2026
Public Comment Period closed	August 27, 2026

The following attachments are included for your review:

1. Landlord-Tenant Law Rule No. 2 – Income Based Rental Program Eligibility, Selection and Other Requirements
2. CHD Director Approval Memorandum
3. Summary Report
4. Financial Analysis
5. Statement of Effect
6. Copy of Public Meeting Published in the Kalihwisaks – Page 28 of the August 2026 issue
7. Public Meeting Packet
8. Sign in sheet from August 18, 2026, Public Meeting
9. Public meeting transcription from August 18, 2026, Public Meeting
10. Public Comment Response Memorandum

Following certification and Oneida Business Committee adoption, this rule shall become effective in ten (10) business days.

Title 6. Property and Land – Chapter 611

LANDLORD-TENANT

Rule # 2 – Income Based Rental Program Eligibility, Selection and Other Requirements

2.1. Purpose and Delegation
2.2. Adoption, Amendment and Repeal
2.3. Definitions
2.4. Eligibility Requirements
2.5. Application Process and Wait List
2.6. Tenant Selection
2.7. Rental Unit Catalog, Setting Rents and Security Deposits
2.8. Annual Inspection and Rental Agreement Renewal
2.9. Rental Agreement Cancellation

2.1. Purpose and Delegation

2.1-1. *Purpose.* The purpose of this rule is to provide additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based rental programs. The mission of the income-based housing program is to develop, maintain, and operate affordable housing in safe, sanitary and healthy environments within the reservation.

2.1-2. *Authority.* The Landlord-Tenant law delegated the Comprehensive Housing Division and Land Commission joint rulemaking authority pursuant to the Administrative Rulemaking law. However that delegation excluded the Land Commission from having joint authority where the rules relate solely to premises administered pursuant to federal funding. Accordingly, the Comprehensive Housing Division has sole rulemaking authority for these rules.

2.2. Adoption, Amendment and Repeal

2.2-1. This rule was adopted by the Comprehensive Housing Division in accordance with the procedures of the Administrative Rulemaking law.

2.2-2. This rule may be amended or repealed by the approval of the Comprehensive Housing Division pursuant to the procedures set out in the Administrative Rulemaking law.

2.2-3. Should a provision of this rule or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this rule which are considered to have legal force without the invalid portions.

2.2-4. In the event of a conflict between a provision of this rule and a provision of another rule, internal policy, procedure or other regulation, the provisions of this rule control.

2.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Landlord-Tenant law.

2.3. Definitions

2.3-1. This section governs the definitions of words and phrases used within this rule. All words not defined herein are to be used in their ordinary and everyday sense.

(a) "Comprehensive Housing Division" means the entity responsible for housing matters specifically related to rental agreements as defined by Oneida Business Committee Resolution.[1]
(b) "Household" means all persons residing within the income-based rental unit.
(c) "HUD" means the United States Department of Housing and Urban Development.
(b) "Landlord" means the Nation in its capacity to rent real property subject to a rental agreement.
(c) "Nation" means the Oneida Nation.
(d) "Premises" means the property covered by a rental agreement, including not only the real property and fixtures, but also any personal property furnished by the landlord pursuant to a rental agreement.
(e) "Rental Agreement" means a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose for one (1) year or less.
(f) "Tenant" means the person granted the right to use or occupy a premises pursuant to a rental agreement.
(g) "Tribal member" means an enrolled member of the Nation.
(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.

2.4. Eligibility Requirements

2.4-1. *Tribal Member Status.* At least one (1) of the household members listed in the household composition is required to be a Tribal member. Comprehensive Housing Division staff shall verify enrollment status by either requiring a copy of the Tribal Identification Card or requesting verification from the Trust Enrollment Department.

2.4-2. *Maximum Income.* Pursuant to the Native American Housing Assistance and Self Determination Act (NAHASDA), in order to be eligible for an income-based rental agreement, the household must qualify as low income at the time of initial occupancy. In order to qualify as low-income, applicants' household income may not exceed eighty percent (80%) of the regional gross annual income based on the data from Outagamie County.[2] For the purposes of this section, CHD shall calculate income in accordance with 24 CFR § 5.609 and shall provide the effective language to the Legislative Reference Office to be published as Appendix 01 to this Rule so that applicable income calculations are publicly available on the Oneida Register.

~~(a)~~

2.4-3. *Minimum Income.* Applicants ~~shall meet a minimum household income of~~ shall have current income that demonstrates the applicant will gross, at a minimum, $7,800 ~~per~~ in the coming year. Comprehensive Housing Division staff shall include General Welfare Assistance payments made by the Nation for the purpose of calculating minimum income, but may not consider income attributable to the General Welfare Assistance payments when setting rents.

2.4-4. *Outstanding Debts.* Applicants for a rental agreement may not have a past due balance

[1] *See* BC Resolution 10-12-16-D providing that for purposes of the Landlord-Tenant law, the Comprehensive Housing Division means the Division of Land Management for general rental agreements, the Oneida Housing Authority for income-based rental agreements and Elder Services for rental agreements through the Elder Services program.

[2] Pursuant to resolution BC-01-25-12-A, Outagamie County is designated as the data source for collecting regional gross income for determining low-income housing eligibility because the income in that area is generally higher than Brown County's and results in more persons being eligible based on the income requirements.

greater than two hundred dollars ($200) owed to any utility provider and may not have any prior debt owed to the Comprehensive Housing Division.

32.4-5. *Prior Comprehensive Housing Division Eviction.* Applicants that have had a rental agreement with the Comprehensive Housing Division subject to an eviction and termination within two (2) years from the date of the application are not eligible to participate in the income-based rental program.

2.4-6. *Criminal Convictions.* Applicants with any of the following types of convictions are not eligible for participation in the income-based rental program, provided that the Pardon and Forgiveness law may provide an exception to the conditions contained in this section:

(a) A drug conviction within three (3) years from the date of application;

(b) A felony conviction within five (5) years from the date of application; 4and/or

(c) A criminal conviction based upon an act of violence within two (2) years from the date of the application.

2.4-7. *Pardon and Forgiveness.* A grant of a pardon or forgiveness pursuant to the Nation's Pardon and Forgiveness law may result in an otherwise ineligible tenant becoming eligible.

2.5. Application Process and Wait List

2.5-1. *Applying.* Persons wishing to participate in the income-based housing program shall complete the Comprehensive Housing Division rental agreement application and any other accompanying forms required based on the income-based program eligibility requirements. The Comprehensive Housing Division staff may not consider any applications for selection and/or placement on the wait list until the application and all accompanying forms are complete. Upon receipt of a completed application, including all supplementary forms, Comprehensive Housing Division staff shall date and time stamp the application. If, regardless of a complete application submittal, additional information is required to determine eligibility, the Comprehensive Housing Division staff shall request such information and maintain the application submittal date provided that the applicant responds to the information requests in a reasonably timely fashion.

(a) *Household Composition Form.* The Comprehensive Housing Division staff shall require applicants to the income-based housing program to complete a Household Composition Form which provides the full name, age and date of birth of each person contemplated to reside in the income-based rental unit. In order to verify such information, the Comprehensive Housing Division staff shall require that applicants submit the following with the Household Composition Form:

(1) Copies of social security cards for each person contemplated to reside in the income-based rental unit, provided that for newly born babies that have not yet been issued a social security card a birth certificate is sufficient;

(2) A copy of a picture identification card for each adult contemplated to reside in the income-based rental unit;

(3) If any adults in the home are enrolled in post-secondary education, verification of enrollment in the form of a financial aid award letter or other documentation directly from the school; and

(4) If an adult in the household is the custodial parent/guardian of a minor, a copy of the court documents which awarded such placement.

(b) *Background Checks.* In order to ensure compliance with the eligibility requirements

of the Landlord-Tenant law and these rules, Comprehensive Housing Division staff shall perform a background check on each adult in the household. Household adults are also subject to annual background checks upon annual rental agreement renewal pursuant to 2.8-5 and as may be determined to be necessary to maintain the safety of the community by the Comprehensive Housing Division staff.

2.5-2. *Notification of Eligibility, Placement on the Wait List.* When Comprehensive Housing Division staff completes its review of an application and determines the applicant(s) eligible for the income-based rental program, the staff shall:

(a) Place the applicant(s) into one (1) of the following categories of renters based on the household size and needs as provided below:

(1) Single Adult/Adult Couple – A maximum of two (2) adults in the household, no children.

(2) Small Household – A maximum four (4) household members in the household.

(3) Large Household – A household of five (5) or more household members.

(4) Elder – A household with a maximum of two (2) adults and no children wherein at least one (1) adult is sixty-two (62) years old or older at the time of application.

(5) Minimum Handicap Accessibility Required – For each of the category types provided in subsections (1)-(4) above, there shall be an additional category for each requiring minimum handicap accessibility. This category shall be reserved for households with at least one (1) household member requiring permanent and minimal handicap accessibility (i.e. permanent use of a walker); this category includes all handicap needs that do not amount to full wheelchair accessibility.

(6) Maximum Handicap Accessibility Required – For each of the category types provided in subsections (1)-(4) above, there shall be an additional category for each in which as least one (1) household member requires full wheelchair handicap accessibility.

(b) Determine whether there is a wait list for the type of rental unit required based on the applicant's category of renter.

(1) If there is a wait list established, place the applicant on the wait list based on the date and time stamp of the application. At such time, Comprehensive Housing Division staff shall provide the applicant with notice of their placement on the wait list and the requirement to update their application should anything change prior to their designated use of rental unit becoming available. An applicant may request to be removed from the wait list at any time.

(2) If there is not a wait list established and there are available rental units available for the applicant's renter category, move to the tenant selection process provided in sections 2.6-3 and 2.6-4.

2.5-3. *Notification of Ineligibility.* If review of a complete submitted application and/or annual renewal reveals that an applicant is ineligible to participate in the income-based rental program based on the Landlord-Tenant law and/or rules, the Comprehensive Housing Division staff shall notify the applicant of the cause of the ineligibility and how the applicant may become eligible in the future. At such time, Comprehensive Housing Division staff shall also inform the applicant of other housing opportunities offered by the Nation for which the applicant may be eligible, if applicable.

2.5-4. *Required Application Updates.* Applicants on the wait list are required to update the application, at a minimum, annually, but also whenever information submitted on the application has changed. Applicants that fail to complete the application update within the allotted timeframe will be removed from the wait list and required to re-apply for future consideration absent proof of extenuating circumstances, for which Comprehensive Housing Division staff may provide a grace period of a maximum of ten (10) calendar days. For any updated application that reveals an applicant has become ineligible, Comprehensive Housing Division staff shall remove the applicant from the wait list and provide the applicant notice of the cause for ineligibility.

2.6. Tenant Selection

2.6-1. *Household Size and Available Units.* When a rental premise becomes available, the Comprehensive Housing Division staff shall preliminarily select a tenant based on the first applicant on the wait list for the said unit type based on the corresponding renter and unit categorization. In the event that a handicap accessible unit becomes available and there are no applicants on the wait list for the said type of handicap accessible unit, an applicant from the same renter category that does not require handicap accessibility may be selected for the said unit.

2.6-2. *Notice of Tenant Selection.* When an applicant is selected for a rental unit in accordance with this section, the Comprehensive Housing Division staff shall provide the applicant with notice of tenant selection. The notice, at a minimum, shall include the address of the rental premise, the required security deposit and monthly rent, and a requirement that the applicant respond within fifteen (15) calendar days to accept/reject the rental premise noting that the security deposit is due at the time of acceptance. Applicants that pay a security deposit and fail to complete the selection process to actually take occupancy forfeit the security deposit to the Comprehensive Housing Division as consideration for holding the unit. Comprehensive Housing Division shall return the security deposit to the applicant only in circumstances where the applicant is prevented from entering the rental agreement based on a loss of eligibility due to circumstances outside of the applicant's control (i.e. death of a Tribal member that made the household eligible for the income-based rental program).

(a) *Failure to Respond or Rejecting a Rental Premise.* If a rental premise is rejected for any reason or the applicant fails to respond to the notice, Comprehensive Housing Division staff shall remove the applicant from the wait list; in such circumstances the applicant may re-apply for the income-based rental program following a ninety (90) calendar day period of ineligibility.

(b) *Accepting a Rental Premise.* In order for an applicant's acceptance of a rental premise to be complete, the applicant shall submit along with the acceptance a payment for the full security deposit. Prior to accepting a security deposit payment, Comprehensive Housing Department staff shall verify that the applicant remains eligible for the income-based rental program and the rental unit type based on the household's categorization.

(1) *Standard Timeframe for Completing the Rental Agreement and Taking Occupancy.* Except as provided in subsection (2) below, applicants that have accepted a rental premise from the income-based rental program have five (5) calendar days from the date of acceptance and payment of the security deposit to:

(A) Reconfirm that they remain eligible for the income-based rental

program and remain in the same category of renters;

(B) Pay the first month's rent; and

(C) Execute the rental agreement and all required supplemental forms, provided that the agreement may not be executed until (A) and (B) are complete.

(2) *Extended Timeframe for Completing the Rental Agreement for Applicants Providing Termination Notice to Another Landlord or Housing Program.* The Comprehensive Housing Division offers an extended timeframe for applicants required to provide thirty (30) or more calendar or business days' notice of termination of a rental agreement to a current landlord or housing program. In such circumstances, in order to qualify for the extended timeframe, the applicant shall provide proof of the notice requirement in his/her current rental agreement by submitting the signed rental agreement to the Comprehensive Housing Division. Upon submittal of such proof, the applicant shall have thirty (30) calendar days from the date of acceptance and payment of the security deposit to:

(A) Reconfirm that they remain eligible for the income-based rental program and remain in the same category of renters;

(B) Pay the first month's rent; and

(C) Execute the rental agreement and all required supplemental forms, provided that the agreement may not be executed until (A) and (B) are complete.

(3) *Taking Occupancy.* The Comprehensive Housing Division shall provide the tenant with keys to the rental premises upon execution of the rental agreement. As such time, the Comprehensive Housing Division staff shall provide the tenant with a check-in sheet and notice the tenant that he/she has seven (7) calendar days from the date the tenant takes occupancy to complete the check-in sheet and submit it to the Comprehensive Housing Division.

(d) Buildings with Common Corridors and/or Shared Ventilation. All buildings with common corridors and/or shared ventilation systems shall be non-smoking throughout, including tenant units, and shall be posted as such by the Comprehensive Housing Division. Tenants shall be informed at the time of move-in, and within their rental agreement, as to whether their rental unit is within a non-smoking building.

2.7. Rental Unit Catalog, Setting Rents and Security Deposits

2.7-1. *Rental Unit Catalog*. The Comprehensive Housing Division shall maintain a catalog of all rental units included in the income-based rental program. Said catalog shall categorize each rental unit based on designated use for the type of renter in accordance with the types of renters established in section 2.5-2(a).

2.7-2. *Setting Rents.* The Comprehensive Housing Division shall determine the required monthly rent for each household based on the household's income in accordance with the following:

(a) Rent may not exceed thirty percent (30%) of the household's adjusted gross income based on the income calculation requirements provided in section 2.4-3. Adjusted gross income means the annual household income remaining after the Comprehensive Housing Division staff applies the ~~following deductions:~~deductions approved pursuant to 24 CFR

§ 5.609 and shall provide the effective language to the Legislative Reference Office to be published as Appendix 02 to this Rule so that applicable rent deductions are publicly available on the Oneida Register.[3]

~~(1) *Dependent Deduction.* A deduction of $480.00 from annual income for each household minor dependent or adult dependent where the adult dependent is either a full-time student or a person with disabilities.~~

~~(2) *Elder and/or Disabled Deduction.* A total deduction of $400.00 from annual income for a household in which:~~

~~(A) A household member is sixty-two (62) years of age or older; and/or~~

~~(B) A household member is a person with a disability.~~

~~(3) *Medical and Attendant Expenses.* For a household qualifying under 2.7-2(a)(2), a deduction for medical expenses[5] that are in excess of three percent (3%) of annual income and all expenses for live-in periodic attendant care assistance or apparatus to the extent necessary to enable a member of the family to be employed.~~

~~(4) *Child Care Expenses*. A deduction for reasonable child care expenses from annual income if the child care:~~

~~(A) Enables an adult household member to seek employment activity, be gainfully employed, or further his/her education; and~~

~~(B) Expenses are not reimbursed.~~

~~(5) *Child Support for a Household Minor.* A deduction for the full amount of child support paid by a household member for a household minor (i.e. when the parent paying child support lives in the same household as the child for which the parent is paying child support).~~

~~(6) *Earned Income of Minors.* A deduction in the amount of any earned income of any minor household member.~~

~~(7) *Travel Expenses for Employment or Education-Related Travel.* A maximum deduction of $25.00 per week for travel expenses for employment or education related travel.~~

(b) Monthly rent may not exceed the fair market rents of the rental premise as determined by the data for Outagamie County.

(c) Households with any member that qualifies as a party listed below shall receive preferential rent wherein the Comprehensive Housing Division may not charge rent that exceeds twenty percent (20%) of the household's adjusted gross income based on the income calculation requirements provided in section 2.4-3.

(1) Elder Tribal Member – A Tribal member that is sixty-two (62) years old or older.

(2) Handicapped Tribal Member – A Tribal member that has a physical disability as documented by a medical provider/or proof of disability payments.

(3) Legally Incompetent Adult Tribal Member – A Tribal member that has been determined to be a legally incompetent adult based on the findings of a court of competent jurisdiction.

(4) Mentally Disabled Minor Tribal Member – A Tribal member under the age of

[3] Comprehensive Housing Division staff may not consider income attributable to the General Welfare Assistance payments when setting rents.

eighteen (18) years old that has a mental disability as documented by a medical provider.

2.7-3. *Standard Security Deposit.* Comprehensive Housing Division staff shall set the standard security deposit required for each rental premise in the income-based rental program at $350.00.

2.7-4. *Increased Security Deposit for Pets.* Tenants in the Comprehensive Housing Division's general rental program may have pets[6] in accordance with the Domestic Animal Ordinance, provided that an increased security deposit is required.

(a) The standard security deposit does not apply to tenants with pets. Comprehensive Housing Division staff shall set the increased security deposit required for households with pets at a rate of $350.00 plus an additional $200.00 per pet.

(b) In the event that a tenant wishes to acquire a pet after the rental agreement has been signed, the tenant shall notify the Comprehensive Housing Division and shall pay the difference between the increased security deposit for pets and the standard security deposit. Tenants that fail to report a pet in the household may be assessed charges for an increased security deposit for pets if such pets are reported to the Comprehensive Housing Division and/or discovered at the time of an inspection.

2.8. Annual Inspection and Rental Agreement Renewal

2.8-1. *Scheduling Annual Inspections.* Comprehensive Housing Division staff shall schedule tenants' annual inspections for a date that is within ninety (90) calendar days of the expiration of the tenants' rental agreement.

2.8-2. *Inspection Checklist.* Comprehensive Housing Division staff completing the annual inspection shall use the checklist that is approved by the Comprehensive Housing Division director. Upon completion of the inspection, Comprehensive Housing Division staff shall request that the tenant(s) sign the completed checklist.

2.8-3. *Damages.* Tenants are required to pay costs to repair any damages to the rental premises discovered during the annual inspection that do not amount to normal wear and tear. Payment for such costs must be received by the Comprehensive Housing Division prior to signing a rental agreement renewal, provided that the Comprehensive Housing Division may offer the tenant a payment agreement in for the damages, in which case the repayment agreement shall be signed prior to the rental agreement renewal.

2.8-4. *Immediate Notice of Change in Household Composition and/or Income*. Tenants shall immediately notify the Comprehensive Housing Division of any change in the tenant's household composition and/or income, regardless of the date scheduled for the annual renewal.

(a) *Change in Household Composition.* If a change in the household composition changes the tenant's category of renter based on section 2.5-2(a), the Comprehensive Housing Division staff shall work to transfer the household to a rental unit of corresponding category as soon as possible. If no such units are currently available, Comprehensive Housing Division staff shall move the tenant to the top of the waiting list. In order to be transferred or placed on a wait list, the tenant shall demonstrate that they remain eligible for the income-based rental program and are current with rent and utility payments. Tenants are only eligible for rental unit transfers within their current category of renter if, in the Comprehensive Housing Division's discretion, the transfer is needed to better accommodate the household composition.

(b) *Change in Household Income*. A change in household income may cause a change in the amount of monthly rent required, accordingly, any change in household income that is not reported within thirty (30) calendar days of the change shall result in a retroactive adjustment of the rent if the change results in an increase of rent payments. Retroactive rent shall be applied for each month there was a change in income that was not reported, excluding the initial thirty (30) calendar days provided to the tenant to report the change. The tenant is responsible for payment of all current and retroactive adjustments of rent and may be eligible for a repayment agreement, provided that in all circumstances and retroactive rental arrears shall be paid in full within one (1) year.

(c) *Rental Agreement Amendment.* Should a change in household size and/or income cause a change in the terms of the tenant's rental agreement, an amendment to the rental agreement is required to be executed.

2.8-5. *Rental Agreement Renewal.* Each rental agreement is limited to a twelve (12) month term. Tenants wishing to remain in the property are required to complete the annual rental agreement renewal by verifying that the household continues to meet all eligibility requirements contained in the Landlord-Tenant law and rules excluding the maximum income requirement provided in article 2.4-2. Once continued eligibility is verified, tenants that remain eligible are required to sign a rental agreement renewal.

(a) The Comprehensive Housing Division may, in its discretion, decline renewal of a rental agreement if it determines that the renewal is not in the best interest of the Nation.

(b) In the event a tenant fails to enter a rental agreement renewal and has not vacated the rental premises within thirty (30) calendar days of the expiration of the rental agreement, the Comprehensive Housing Division shall initiate the eviction process pursuant to the Eviction and Termination law.

2.8-6. *Ineligibility Due to Renewal or an Update of Household Information.* Comprehensive Housing Division staff shall provide tenants that become ineligible to participate in the income-based rental program based on a renewal or update of household information with notice specifying the cause of the ineligibility and, if possible, how the household may reinstate eligibility.

(a) *Ineligibility Due to Renewal.* In circumstances where the tenant learns of ineligibility as part of the annual renewal, Comprehensive Housing Division staff shall include in the notice of ineligibility that renewal of the rental agreement is not available at such time and that the tenant is entitled to a minimum of a thirty (30) day notice to cure, by reinstating eligibility, or vacate.

(b) *Ineligibility Due to an Update of Household Information.* In circumstances where the tenant learns of ineligibility as part of an update of household information, Comprehensive Housing Division staff shall include in the notice of ineligibility the warning of potential termination in accordance with the rental agreement. In the event the tenant is unable to or fails to reinstate their eligibility in accordance with the timeline provided in the notice, the Comprehensive Housing Division shall permit the tenant to remain in the unit for the longer of the duration of the rental agreement or ninety (90) calendar days from the date of the notice of ineligibility.

(1) If the tenants' circumstances result in the tenant completing the term of the rental agreement, eligibility shall be reconsidered at the time of the annual renewal. If the tenant remains ineligible at the time of renewal, article 2.8-6(a) applies.

(2) If the tenants' circumstances result in the tenant receiving a thirty (30) calendar day notice to cure or ninety (90) calendar day notice to vacate, the tenant shall enter a limited term rental agreement to cover any time which exceeds the current rental agreement.

(c) *Limited Term Rental Agreements.* Limited term rental agreements are available in accordance with article 2.8-6(a) and (b) of these rules and section 611.9-4 of the Landlord-Tenant law. At a minimum, limited term rental agreement shall include:

(1) The date of the original notice of ineligibility;

(2) An explanation that the tenant has thirty (30) calendar days to reinstate eligibility;

(3) As applicable, an explanation that if eligibility is not timely reinstated, that the limited term rental agreement takes the place of the thirty (30) calendar day notice to cure or vacate required by the Eviction and Termination law; and

(4) An explanation that if eligibility is not timely reinstated, the rental unit will be reclaimed including the date the locks will be changed.

2.9. Rental Agreement Cancellation

2.9-1. *Two Week Notice Required.* Tenant wishing to cancel a rental agreement in the general rental program are requested to provide the Comprehensive Housing Division with a minimum of two (2) weeks of notice.

2.9-2. *Prorated Rent*. In the event of cancellation of a rental agreement or abandonment of the rental premises, the Comprehensive Housing Division staff shall prorate the required last month's rent payment based upon the greater of the following:

(a) The number of calendar days the unit was occupied in the last month; or

(b) Two (2) weeks from the date of cancellation or the date the Comprehensive Housing Division learns of abandonment.

End.

Original effective date: 04-13-2017
Amendment effective date:
Amendment effective date:

Memo

To: Legislative Operating Committee

From: CHD Director Lisa Rauschenbach

Date: September 2, 2026

Re: Director Approval Memorandum

This memo serves as official notification that I, Division Director Lisa Rauschenbach approve the amending of Landlord Tenant Law, Rule No. 2 – Income Based Rental Program Eligibility, Selection and Other Requirements pertaining to:

- Updating Minimum Income Requirement to clarify Oneida Nation General Welfare Assistance payments will be utilized in calculating Minimum Income, but General Welfare Assistance payments may not be considered when setting income-based rent.

- Updating Tenant Selection to include residential buildings with common corridors and/or shared ventilation being non-smoking buildings.

Lisa Rauschenbach
Division Director
Comprehensive Housing Division
Oneida Nation
(920) 869-6174 Office
(920) 471-6526 Cell

Summary Report for: Income Based Rental Program Rule #2

Original Effective Date: 4/13/17

Amendment Effective Date: Immediately upon adoption

Name of law being interpreted: Title 6 Property and Land – Chapter 611, Landlord Tenant

Rule Number: 2

Other Laws or Rules that may be affected: Rule #4 – Income Based Rent-to-Own Program

Brief Summary of the proposed rule: The Income Based Rental Program Rule provides additional eligibility requirements, selection procedures, and general requirements that govern the income-based rental program.

Comprehensive Housing Division is making two changes to the rule:

- Updating Minimum Income Requirement to clarify Oneida Nation General Welfare Assistance payments will be utilized in calculating Minimum Income, but General Welfare Assistance payments may not be considered when setting income-based rent.

- Updating Tenant Selection to include residential buildings with common corridors and/or shared ventilation being non-smoking buildings.

Statement of Effect: See attached

Financial Analysis: See attached.

Financial Analysis for:

Rule #2 - Income Based Rental Program Eligibility, Selection, and Other Requirements

Type of Cost	Description/Comment	Dollar Amount
Start Up Costs		$0.00
Personnel		$0.00
Office		$0.00
Program Revenue Costs	Based on the current status of rental accounts in this program, with GWA being excluded as household income when calculating income-based rents, the estimated annual loss in program revenue is reflected in the next column. The monetary loss of program revenue will vary as GWA payments change and/or as households receive the varied tiers of GWA provided by the Nation.	$92,000.00 + Annually
Estimate of time necessary for an individual or agency to comply with the rule after implementation	Upon approval, CHD will administer changes to Rule #2 effective immediately with adoption.	N/A
Other, please explain		
Total	Annual Net Revenue	

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

Statement of Effect

Amendments to Landlord-Tenant Rule No.2 – Income Based Rental Program Eligibility, Selection and Other Requirements

Summary

The proposed amendments to the Landlord-Tenant Rule No.2 – Income Based Rental Program Eligibility, Selection and Other Requirements addresses:

- Minimum Income Requirements;
- Calculating Rents; and
- Prohibition of Smoking in Buildings with Common Corridors and Share Ventilation.

Submitted by: Clorissa N. Leeman, Staff Attorney, Legislative Reference Office
Date: July 16, 2026

Analysis by the Legislative Reference Office

The Landlord-Tenant law ("the Law") provides mechanisms for protecting the rights of the landlords and tenants on all land owned by the Nation or Tribal members within the Reservation boundaries. *[6 O.C. 611.1-1]*. The Law confers administrative rulemaking authority to the Comprehensive Housing Division as authorized by the Administrative Rulemaking law. The Comprehensive Housing Division is required to establish rules naming programs for low income members of the Nation and their families and providing the specific requirements and regulations that apply to the program. *[6 O.C. 611.10-1].*

Landlord-Tenant Rule No. 2 - Income Based Rental Program Eligibility, Selection and Other Requirements ("the Rule") provides additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based rental programs. *[Rule 2.1-1]*. The mission of the income-based housing program is to develop, maintain, and operate affordable housing in safe, sanitary, and healthy environments within the reservation. *Id*.

The proposed amendments to the Rule add clarification to minimum income requirements. Previously the Rule simply required that applicants meet a minimum household income of seven thousand eight hundred dollars ($7,800) per year. The amended rule still requires that applicants have current income that demonstrates the applicant will gross, at a minimum, seven thousand eight hundred dollars ($7,800) in the coming year. *[Rule 2.4-3]*. But now the amended Rule requires that the Comprehensive Housing Division staff include General Welfare Assistance payments made by the Nation for the purpose of calculating minimum income, but provides the option for Comprehensive Housing Division staff to consider income attributable to the General Welfare Assistance payments when setting rents. *Id*.

The proposed amendments to the Rule add a new provision regarding buildings with common corridors and/or shared ventilation. The Rule provides that all buildings with common corridors and/or shared ventilation systems are required to be be non-smoking throughout, including tenant units, and shall be posted as such by the Comprehensive Housing Division. *[Rule 2.6-2(d)]*. The Rule then requires that tenants be informed at the time of move-in, and within their rental agreement, as to whether their rental unit is within a non-smoking building. *Id.*

The proposed amendments to the Rule also further address setting rents. The Rule provides that rent may not exceed thirty percent (30%) of the household's adjusted gross income based on the income calculation requirements provided in section 2.4-3, and that adjusted gross income means the annual household income remaining after the Comprehensive Housing Division staff applies the deductions for the following: dependent deductions, elder and/or disabled deductions, medical and attendant expenses, child care expenses, child support for a household minor, earned income of minors, and travel expenses for employment or education related travel. *[Rule 2.7-2(a)]*. The proposed amendments to the Law remove specific language regarding each individual deductions, such as the dependent deductions, elder and/or disabled deductions, medical and attendant expenses, child care expenses, child support for a household minor, earned income of minors, and travel expenses for employment or education related travel. [Rule 2.7-2(a)(1)-(7)]. Instead the Rule now provides that adjusted gross income means the annual household income remaining after the Comprehensive Housing Division staff applies the deductions approved pursuant to 24 CFR § 5.609, and requires that Comprehensive Housing Division staff provide the effective language to the Legislative Reference Office to be published as Appendix 02 to this Rule so that applicable rent deductions are publicly available on the Oneida Register. *Id.*

Conclusion

There are no legal bars to adopting the amendments to the Landlord-Tenant Rule No.2– Income Based Rental Program Eligibility, Selection and Other Requirements.

PUBLIC MEETING NOTICES

NOTICE OF PUBLIC MEETING TO BE HELD - Tuesday, August 18, 2026 - 10am
CHD Conference Room - 2913 Commission Street, Oneida, WI 54155

In accordance with the Administrative Rulemaking Law, the Comprehensive Housing Division (CHD) is hosting this Public Meeting to gather feedback from the community regarding the following rule:

Landlord-Tenant Rule No. 2 - Income Based Rental Program Eligibility, Selection, and Other Requirements

This is a proposal to amend the rule by:

- Updating Minimum Income Requirement to clarify Oneida Nation General Welfare Assistance payments will be utilized in calculating Minimum Income, but General Welfare Assistance payments may not be considered when setting income-based rent.
- Updating Tenant Selection to include residential buildings with common corridors and/or shared ventilation being non-smoking buildings.

To obtain copies of the Public Meeting documents for this proposal, go to: Oneida-nsn.gov/Register/PublicMeetings.

PUBLIC COMMENT PERIOD OPEN UNTIL THURSDAY, AUGUST 27, 2026

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 • sdonny@oneidanation.org • Phone: 920.869.2227 • Fax 920.869.2836

ONEIDA NATION PUBLIC MEETING NOTICE
THURSDAY, AUGUST 13, 2026 • 12:15PM
Norbert Hill Center - Business Committee Conference Room
N7210 Seminary Rd., Oneida, WI

Find Public Meeting Materials at
Oneida-nsn.gov/government/register/public meetings
Email Public Comments to
LOC@OneidaNation.org
Ask Questions Here
LOC@OneidaNation.org
920.869.4417

VENDOR LICENSING LAW AMENDMENTS

The purpose of the Vendor Licensing law is to regulate and license vendors who provide goods or services for, and do business with, the Nation and ensure the Nation's safety, regulate compliance, minimize risk, and protect the Nation's assets.

Key proposed Real Property law amendments will:

- Clarify it is the purpose of the law to regulate and license vendors who provide goods or services to the Nation and ensure the Nation's safety, regulate compliance, minimize risk, and protect the Nation's assets; it is no longer the purpose of this law to provide revenue for the Nation by collecting fees from vendors. [5 O.C. 506.1-1].
- Clarify it is the policy of the Nation to establish a fair system for implementing and enforcing the requirements to maintain a vendor license. [5 O.C. 506.1-2].
- Clarify in the definitions the following terms: "business entity," "certificate of insurance," "CSRA," "deactivate," "DTS," "financial information," "goods," "great harm," "licensing," "notice," "service," and "technology assessment." [5 O.C. 506.3-1(b); (c); (d); (e); (f); (g); (h); (i); (l); (n); (p); (q)].
- Clarify that any record request related to vendor licensing is subject to applicable laws and rules of the Nation. [5 O.C. 506.4-2].
- Clarify that in addition to services or goods provided by another federally recognized tribe or by another government, other vendors, as identified by Licensing through standard operating procedures and published on the Nation's website, may be exempt from licensure [5 O.C. 506.4-3].
- Clarify the requirements to complete an application for a vendor license. [5 O.C. 506.5-1].
- Clarify the requirement for all applicants to submit and complete a technology risk assessment and any follow-ups or addi-tional assessments as determined by the Nation's Digital Technology Services Department. [5 O.C. 5-6.5-2].
- Clarify that before a vendor performs any work the vendor must demonstrate appropriate and adequate insurance coverage. [5 O.C. 506.5-4].
- Clarify the Nation's Risk Management Department is responsible for determining what con-stitutes appropriate and adequate insurance coverage for varying types of goods and services and making those require-ments available on the Nation's website. [5 O.C. 506.5-4(a)].
- Clarify the annual and triennial requirements to maintain a vendor license. [5 O.C. 506.6].
- Various grammatical changes and other minor changes throughout the law.

Individuals may attend the public meeting for the proposed Vendor Licensing law amendments in person at the Norbert Hill Center, or virtually through Microsoft Teams (MC). If you wish to attend the public meeting through MC, email LOC@oneidanation.org.

PUBLIC COMMENT PERIOD CLOSES THURSDAY, AUGUST 20, 2026.
During the public comment period, anyone may submit written comments, questions or input. Comments may be submitted to the Oneida Nation Secretary's Office or the Legislative Reference Office in person, by U.S. mail, interoffice mail, or e-mail.

EVENTS









NOTICE OF

PUBLIC MEETING

TO BE HELD

July 14, 2026 at 10:00 A.M.

IN THE

CHD Conference Room
2913 Commission Street, Oneida, WI 54155

In accordance with the Administrative Rulemaking Law, the Comprehensive Housing Division (CHD) is hosting this Public Meeting to gather feedback from the community regarding the following rule:

Landlord-Tenant Rule No. 2 - Income Based Rental Program Eligibility, Selection and Other Requirements

This is a proposal to amend the rule by:

- Updating Minimum Income Requirement to clarify Oneida Nation General Welfare Assistance payments will be utilized in calculating Minimum Income, but General Welfare Assistance payments may not be considered when setting income-based rent.
- Updating Tenant Selection to include residential buildings with common corridors and/or shared ventilation being non-smoking buildings.

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

PUBLIC COMMENT PERIOD OPEN UNTIL July 21, 2026

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
sdenny@oneidanation.org
Phone: 920-869-2227
Fax: 920-869-2836



Title 6. Property and Land – Chapter 611

LANDLORD-TENANT

Rule # 2 – Income Based Rental Program Eligibility, Selection and Other Requirements

2.1. Purpose and Delegation
2.2. Adoption, Amendment and Repeal
2.3. Definitions
2.4. Eligibility Requirements
2.5. Application Process and Wait List
2.6. Tenant Selection
2.7. Rental Unit Catalog, Setting Rents and Security Deposits
2.8. Annual Inspection and Rental Agreement Renewal
2.9. Rental Agreement Cancellation

2.1. Purpose and Delegation

2.1-1. *Purpose.* The purpose of this rule is to provide additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based rental programs. The mission of the income-based housing program is to develop, maintain, and operate affordable housing in safe, sanitary and healthy environments within the reservation.

2.1-2. *Authority.* The Landlord-Tenant law delegated the Comprehensive Housing Division and Land Commission joint rulemaking authority pursuant to the Administrative Rulemaking law. However that delegation excluded the Land Commission from having joint authority where the rules relate solely to premises administered pursuant to federal funding. Accordingly, the Comprehensive Housing Division has sole rulemaking authority for these rules.

2.2. Adoption, Amendment and Repeal

2.2-1. This rule was adopted by the Comprehensive Housing Division in accordance with the procedures of the Administrative Rulemaking law.

2.2-2. This rule may be amended or repealed by the approval of the Comprehensive Housing Division pursuant to the procedures set out in the Administrative Rulemaking law.

2.2-3. Should a provision of this rule or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this rule which are considered to have legal force without the invalid portions.

2.2-4. In the event of a conflict between a provision of this rule and a provision of another rule, internal policy, procedure or other regulation, the provisions of this rule control.

2.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Landlord-Tenant law.

2.3. Definitions

2.3-1. This section governs the definitions of words and phrases used within this rule. All words not defined herein are to be used in their ordinary and everyday sense.

(a) "Comprehensive Housing Division" means the entity responsible for housing matters specifically related to rental agreements as defined by Oneida Business Committee Resolution.[1]
(b) "Household" means all persons residing within the income-based rental unit.
(c) "HUD" means the United States Department of Housing and Urban Development.
(b) "Landlord" means the Nation in its capacity to rent real property subject to a rental agreement.
(c) "Nation" means the Oneida Nation.
(d) "Premises" means the property covered by a rental agreement, including not only the real property and fixtures, but also any personal property furnished by the landlord pursuant to a rental agreement.
(e) "Rental Agreement" means a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose for one (1) year or less.
(f) "Tenant" means the person granted the right to use or occupy a premises pursuant to a rental agreement.
(g) "Tribal member" means an enrolled member of the Nation.
(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.

2.4. Eligibility Requirements

2.4-1. *Tribal Member Status.* At least one (1) of the household members listed in the household composition is required to be a Tribal member. Comprehensive Housing Division staff shall verify enrollment status by either requiring a copy of the Tribal Identification Card or requesting verification from the Trust Enrollment Department.

2.4-2. *Maximum Income.* Pursuant to the Native American Housing Assistance and Self Determination Act (NAHASDA), in order to be eligible for an income-based rental agreement, the household must qualify as low income at the time of initial occupancy. In order to qualify as low-income, applicants' household income may not exceed eighty percent (80%) of the regional gross annual income based on the data from Outagamie County.[2] For the purposes of this section, CHD shall calculate income in accordance with 24 CFR § 5.609 and shall provide the effective language to the Legislative Reference Office to be published as Appendix 01 to this Rule so that applicable income calculations are publicly available on the Oneida Register.

~~(a)~~

2.4-3. *Minimum Income.* Applicants ~~shall meet a minimum household income of~~ shall have current income that demonstrates the applicant will gross, at a minimum, $7,800 ~~per~~ in the coming year. Comprehensive Housing Division staff shall include General Welfare Assistance payments made by the Nation for the purpose of calculating minimum income, but may not consider income attributable to the General Welfare Assistance payments when setting rents.

2.4-4. *Outstanding Debts.* Applicants for a rental agreement may not have a past due balance

[1] *See* BC Resolution 10-12-16-D providing that for purposes of the Landlord-Tenant law, the Comprehensive Housing Division means the Division of Land Management for general rental agreements, the Oneida Housing Authority for income-based rental agreements and Elder Services for rental agreements through the Elder Services program.

[2] Pursuant to resolution BC-01-25-12-A, Outagamie County is designated as the data source for collecting regional gross income for determining low-income housing eligibility because the income in that area is generally higher than Brown County's and results in more persons being eligible based on the income requirements.

greater than two hundred dollars ($200) owed to any utility provider and may not have any prior debt owed to the Comprehensive Housing Division.

32.4-5. *Prior Comprehensive Housing Division Eviction.* Applicants that have had a rental agreement with the Comprehensive Housing Division subject to an eviction and termination within two (2) years from the date of the application are not eligible to participate in the income-based rental program.

2.4-6. *Criminal Convictions.* Applicants with any of the following types of convictions are not eligible for participation in the income-based rental program, provided that the Pardon and Forgiveness law may provide an exception to the conditions contained in this section:

(a) A drug conviction within three (3) years from the date of application;

(b) A felony conviction within five (5) years from the date of application; 4and/or

(c) A criminal conviction based upon an act of violence within two (2) years from the date of the application.

2.4-7. *Pardon and Forgiveness.* A grant of a pardon or forgiveness pursuant to the Nation's Pardon and Forgiveness law may result in an otherwise ineligible tenant becoming eligible.

2.5. Application Process and Wait List

2.5-1. *Applying.* Persons wishing to participate in the income-based housing program shall complete the Comprehensive Housing Division rental agreement application and any other accompanying forms required based on the income-based program eligibility requirements. The Comprehensive Housing Division staff may not consider any applications for selection and/or placement on the wait list until the application and all accompanying forms are complete. Upon receipt of a completed application, including all supplementary forms, Comprehensive Housing Division staff shall date and time stamp the application. If, regardless of a complete application submittal, additional information is required to determine eligibility, the Comprehensive Housing Division staff shall request such information and maintain the application submittal date provided that the applicant responds to the information requests in a reasonably timely fashion.

(a) *Household Composition Form.* The Comprehensive Housing Division staff shall require applicants to the income-based housing program to complete a Household Composition Form which provides the full name, age and date of birth of each person contemplated to reside in the income-based rental unit. In order to verify such information, the Comprehensive Housing Division staff shall require that applicants submit the following with the Household Composition Form:

(1) Copies of social security cards for each person contemplated to reside in the income-based rental unit, provided that for newly born babies that have not yet been issued a social security card a birth certificate is sufficient;

(2) A copy of a picture identification card for each adult contemplated to reside in the income-based rental unit;

(3) If any adults in the home are enrolled in post-secondary education, verification of enrollment in the form of a financial aid award letter or other documentation directly from the school; and

(4) If an adult in the household is the custodial parent/guardian of a minor, a copy of the court documents which awarded such placement.

(b) *Background Checks.* In order to ensure compliance with the eligibility requirements

of the Landlord-Tenant law and these rules, Comprehensive Housing Division staff shall perform a background check on each adult in the household. Household adults are also subject to annual background checks upon annual rental agreement renewal pursuant to 2.8-5 and as may be determined to be necessary to maintain the safety of the community by the Comprehensive Housing Division staff.

2.5-2. *Notification of Eligibility, Placement on the Wait List.* When Comprehensive Housing Division staff completes its review of an application and determines the applicant(s) eligible for the income-based rental program, the staff shall:

(a) Place the applicant(s) into one (1) of the following categories of renters based on the household size and needs as provided below:

(1) Single Adult/Adult Couple – A maximum of two (2) adults in the household, no children.

(2) Small Household – A maximum four (4) household members in the household.

(3) Large Household – A household of five (5) or more household members.

(4) Elder – A household with a maximum of two (2) adults and no children wherein at least one (1) adult is sixty-two (62) years old or older at the time of application.

(5) Minimum Handicap Accessibility Required – For each of the category types provided in subsections (1)-(4) above, there shall be an additional category for each requiring minimum handicap accessibility. This category shall be reserved for households with at least one (1) household member requiring permanent and minimal handicap accessibility (i.e. permanent use of a walker); this category includes all handicap needs that do not amount to full wheelchair accessibility.

(6) Maximum Handicap Accessibility Required – For each of the category types provided in subsections (1)-(4) above, there shall be an additional category for each in which as least one (1) household member requires full wheelchair handicap accessibility.

(b) Determine whether there is a wait list for the type of rental unit required based on the applicant's category of renter.

(1) If there is a wait list established, place the applicant on the wait list based on the date and time stamp of the application. At such time, Comprehensive Housing Division staff shall provide the applicant with notice of their placement on the wait list and the requirement to update their application should anything change prior to their designated use of rental unit becoming available. An applicant may request to be removed from the wait list at any time.

(2) If there is not a wait list established and there are available rental units available for the applicant's renter category, move to the tenant selection process provided in sections 2.6-3 and 2.6-4.

2.5-3. *Notification of Ineligibility.* If review of a complete submitted application and/or annual renewal reveals that an applicant is ineligible to participate in the income-based rental program based on the Landlord-Tenant law and/or rules, the Comprehensive Housing Division staff shall notify the applicant of the cause of the ineligibility and how the applicant may become eligible in the future. At such time, Comprehensive Housing Division staff shall also inform the applicant of other housing opportunities offered by the Nation for which the applicant may be eligible, if applicable.

2.5-4. *Required Application Updates.* Applicants on the wait list are required to update the application, at a minimum, annually, but also whenever information submitted on the application has changed. Applicants that fail to complete the application update within the allotted timeframe will be removed from the wait list and required to re-apply for future consideration absent proof of extenuating circumstances, for which Comprehensive Housing Division staff may provide a grace period of a maximum of ten (10) calendar days. For any updated application that reveals an applicant has become ineligible, Comprehensive Housing Division staff shall remove the applicant from the wait list and provide the applicant notice of the cause for ineligibility.

2.6. Tenant Selection

2.6-1. *Household Size and Available Units.* When a rental premise becomes available, the Comprehensive Housing Division staff shall preliminarily select a tenant based on the first applicant on the wait list for the said unit type based on the corresponding renter and unit categorization. In the event that a handicap accessible unit becomes available and there are no applicants on the wait list for the said type of handicap accessible unit, an applicant from the same renter category that does not require handicap accessibility may be selected for the said unit.

2.6-2. *Notice of Tenant Selection.* When an applicant is selected for a rental unit in accordance with this section, the Comprehensive Housing Division staff shall provide the applicant with notice of tenant selection. The notice, at a minimum, shall include the address of the rental premise, the required security deposit and monthly rent, and a requirement that the applicant respond within fifteen (15) calendar days to accept/reject the rental premise noting that the security deposit is due at the time of acceptance. Applicants that pay a security deposit and fail to complete the selection process to actually take occupancy forfeit the security deposit to the Comprehensive Housing Division as consideration for holding the unit. Comprehensive Housing Division shall return the security deposit to the applicant only in circumstances where the applicant is prevented from entering the rental agreement based on a loss of eligibility due to circumstances outside of the applicant's control (i.e. death of a Tribal member that made the household eligible for the income-based rental program).

(a) *Failure to Respond or Rejecting a Rental Premise.* If a rental premise is rejected for any reason or the applicant fails to respond to the notice, Comprehensive Housing Division staff shall remove the applicant from the wait list; in such circumstances the applicant may re-apply for the income-based rental program following a ninety (90) calendar day period of ineligibility.

(b) *Accepting a Rental Premise.* In order for an applicant's acceptance of a rental premise to be complete, the applicant shall submit along with the acceptance a payment for the full security deposit. Prior to accepting a security deposit payment, Comprehensive Housing Department staff shall verify that the applicant remains eligible for the income-based rental program and the rental unit type based on the household's categorization.

(1) *Standard Timeframe for Completing the Rental Agreement and Taking Occupancy.* Except as provided in subsection (2) below, applicants that have accepted a rental premise from the income-based rental program have five (5) calendar days from the date of acceptance and payment of the security deposit to:

(A) Reconfirm that they remain eligible for the income-based rental

program and remain in the same category of renters;

(B) Pay the first month's rent; and

(C) Execute the rental agreement and all required supplemental forms, provided that the agreement may not be executed until (A) and (B) are complete.

(2) *Extended Timeframe for Completing the Rental Agreement for Applicants Providing Termination Notice to Another Landlord or Housing Program.* The Comprehensive Housing Division offers an extended timeframe for applicants required to provide thirty (30) or more calendar or business days' notice of termination of a rental agreement to a current landlord or housing program. In such circumstances, in order to qualify for the extended timeframe, the applicant shall provide proof of the notice requirement in his/her current rental agreement by submitting the signed rental agreement to the Comprehensive Housing Division. Upon submittal of such proof, the applicant shall have thirty (30) calendar days from the date of acceptance and payment of the security deposit to:

(A) Reconfirm that they remain eligible for the income-based rental program and remain in the same category of renters;

(B) Pay the first month's rent; and

(C) Execute the rental agreement and all required supplemental forms, provided that the agreement may not be executed until (A) and (B) are complete.

(3) *Taking Occupancy.* The Comprehensive Housing Division shall provide the tenant with keys to the rental premises upon execution of the rental agreement. As such time, the Comprehensive Housing Division staff shall provide the tenant with a check-in sheet and notice the tenant that he/she has seven (7) calendar days from the date the tenant takes occupancy to complete the check-in sheet and submit it to the Comprehensive Housing Division.

(d) Buildings with Common Corridors and/or Shared Ventilation. All buildings with common corridors and/or shared ventilation systems shall be non-smoking throughout, including tenant units, and shall be posted as such by the Comprehensive Housing Division. Tenants shall be informed at the time of move-in, and within their rental agreement, as to whether their rental unit is within a non-smoking building.

2.7. Rental Unit Catalog, Setting Rents and Security Deposits

2.7-1. *Rental Unit Catalog*. The Comprehensive Housing Division shall maintain a catalog of all rental units included in the income-based rental program. Said catalog shall categorize each rental unit based on designated use for the type of renter in accordance with the types of renters established in section 2.5-2(a).

2.7-2. *Setting Rents.* The Comprehensive Housing Division shall determine the required monthly rent for each household based on the household's income in accordance with the following:

(a) Rent may not exceed thirty percent (30%) of the household's adjusted gross income based on the income calculation requirements provided in section 2.4-3. Adjusted gross income means the annual household income remaining after the Comprehensive Housing Division staff applies the ~~following deductions:~~deductions approved pursuant to 24 CFR

§ 5.609 and shall provide the effective language to the Legislative Reference Office to be published as Appendix 02 to this Rule so that applicable rent deductions are publicly available on the Oneida Register.[3]

~~(1) *Dependent Deduction.* A deduction of $480.00 from annual income for each household minor dependent or adult dependent where the adult dependent is either a full-time student or a person with disabilities.~~

~~(2) *Elder and/or Disabled Deduction.* A total deduction of $400.00 from annual income for a household in which:~~

~~(A) A household member is sixty-two (62) years of age or older; and/or~~

~~(B) A household member is a person with a disability.~~

~~(3) *Medical and Attendant Expenses.* For a household qualifying under 2.7-2(a)(2), a deduction for medical expenses[5] that are in excess of three percent (3%) of annual income and all expenses for live-in periodic attendant care assistance or apparatus to the extent necessary to enable a member of the family to be employed.~~

~~(4) *Child Care Expenses*. A deduction for reasonable child care expenses from annual income if the child care:~~

~~(A) Enables an adult household member to seek employment activity, be gainfully employed, or further his/her education; and~~

~~(B) Expenses are not reimbursed.~~

~~(5) *Child Support for a Household Minor.* A deduction for the full amount of child support paid by a household member for a household minor (i.e. when the parent paying child support lives in the same household as the child for which the parent is paying child support).~~

~~(6) *Earned Income of Minors.* A deduction in the amount of any earned income of any minor household member.~~

~~(7) *Travel Expenses for Employment or Education-Related Travel.* A maximum deduction of $25.00 per week for travel expenses for employment or education related travel.~~

(b) Monthly rent may not exceed the fair market rents of the rental premise as determined by the data for Outagamie County.

(c) Households with any member that qualifies as a party listed below shall receive preferential rent wherein the Comprehensive Housing Division may not charge rent that exceeds twenty percent (20%) of the household's adjusted gross income based on the income calculation requirements provided in section 2.4-3.

(1) Elder Tribal Member – A Tribal member that is sixty-two (62) years old or older.

(2) Handicapped Tribal Member – A Tribal member that has a physical disability as documented by a medical provider/or proof of disability payments.

(3) Legally Incompetent Adult Tribal Member – A Tribal member that has been determined to be a legally incompetent adult based on the findings of a court of competent jurisdiction.

(4) Mentally Disabled Minor Tribal Member – A Tribal member under the age of

[3] Comprehensive Housing Division staff may not consider income attributable to the General Welfare Assistance payments when setting rents.

eighteen (18) years old that has a mental disability as documented by a medical provider.

2.7-3. *Standard Security Deposit.* Comprehensive Housing Division staff shall set the standard security deposit required for each rental premise in the income-based rental program at $350.00.

2.7-4. *Increased Security Deposit for Pets.* Tenants in the Comprehensive Housing Division's general rental program may have pets[6] in accordance with the Domestic Animal Ordinance, provided that an increased security deposit is required.

(a) The standard security deposit does not apply to tenants with pets. Comprehensive Housing Division staff shall set the increased security deposit required for households with pets at a rate of $350.00 plus an additional $200.00 per pet.

(b) In the event that a tenant wishes to acquire a pet after the rental agreement has been signed, the tenant shall notify the Comprehensive Housing Division and shall pay the difference between the increased security deposit for pets and the standard security deposit. Tenants that fail to report a pet in the household may be assessed charges for an increased security deposit for pets if such pets are reported to the Comprehensive Housing Division and/or discovered at the time of an inspection.

2.8. Annual Inspection and Rental Agreement Renewal

2.8-1. *Scheduling Annual Inspections.* Comprehensive Housing Division staff shall schedule tenants' annual inspections for a date that is within ninety (90) calendar days of the expiration of the tenants' rental agreement.

2.8-2. *Inspection Checklist.* Comprehensive Housing Division staff completing the annual inspection shall use the checklist that is approved by the Comprehensive Housing Division director. Upon completion of the inspection, Comprehensive Housing Division staff shall request that the tenant(s) sign the completed checklist.

2.8-3. *Damages.* Tenants are required to pay costs to repair any damages to the rental premises discovered during the annual inspection that do not amount to normal wear and tear. Payment for such costs must be received by the Comprehensive Housing Division prior to signing a rental agreement renewal, provided that the Comprehensive Housing Division may offer the tenant a payment agreement in for the damages, in which case the repayment agreement shall be signed prior to the rental agreement renewal.

2.8-4. *Immediate Notice of Change in Household Composition and/or Income*. Tenants shall immediately notify the Comprehensive Housing Division of any change in the tenant's household composition and/or income, regardless of the date scheduled for the annual renewal.

(a) *Change in Household Composition.* If a change in the household composition changes the tenant's category of renter based on section 2.5-2(a), the Comprehensive Housing Division staff shall work to transfer the household to a rental unit of corresponding category as soon as possible. If no such units are currently available, Comprehensive Housing Division staff shall move the tenant to the top of the waiting list. In order to be transferred or placed on a wait list, the tenant shall demonstrate that they remain eligible for the income-based rental program and are current with rent and utility payments. Tenants are only eligible for rental unit transfers within their current category of renter if, in the Comprehensive Housing Division's discretion, the transfer is needed to better accommodate the household composition.

(b) *Change in Household Income*. A change in household income may cause a change in the amount of monthly rent required, accordingly, any change in household income that is not reported within thirty (30) calendar days of the change shall result in a retroactive adjustment of the rent if the change results in an increase of rent payments. Retroactive rent shall be applied for each month there was a change in income that was not reported, excluding the initial thirty (30) calendar days provided to the tenant to report the change. The tenant is responsible for payment of all current and retroactive adjustments of rent and may be eligible for a repayment agreement, provided that in all circumstances and retroactive rental arrears shall be paid in full within one (1) year.

(c) *Rental Agreement Amendment.* Should a change in household size and/or income cause a change in the terms of the tenant's rental agreement, an amendment to the rental agreement is required to be executed.

2.8-5. *Rental Agreement Renewal.* Each rental agreement is limited to a twelve (12) month term. Tenants wishing to remain in the property are required to complete the annual rental agreement renewal by verifying that the household continues to meet all eligibility requirements contained in the Landlord-Tenant law and rules excluding the maximum income requirement provided in article 2.4-2. Once continued eligibility is verified, tenants that remain eligible are required to sign a rental agreement renewal.

(a) The Comprehensive Housing Division may, in its discretion, decline renewal of a rental agreement if it determines that the renewal is not in the best interest of the Nation.

(b) In the event a tenant fails to enter a rental agreement renewal and has not vacated the rental premises within thirty (30) calendar days of the expiration of the rental agreement, the Comprehensive Housing Division shall initiate the eviction process pursuant to the Eviction and Termination law.

2.8-6. *Ineligibility Due to Renewal or an Update of Household Information.* Comprehensive Housing Division staff shall provide tenants that become ineligible to participate in the income-based rental program based on a renewal or update of household information with notice specifying the cause of the ineligibility and, if possible, how the household may reinstate eligibility.

(a) *Ineligibility Due to Renewal.* In circumstances where the tenant learns of ineligibility as part of the annual renewal, Comprehensive Housing Division staff shall include in the notice of ineligibility that renewal of the rental agreement is not available at such time and that the tenant is entitled to a minimum of a thirty (30) day notice to cure, by reinstating eligibility, or vacate.

(b) *Ineligibility Due to an Update of Household Information.* In circumstances where the tenant learns of ineligibility as part of an update of household information, Comprehensive Housing Division staff shall include in the notice of ineligibility the warning of potential termination in accordance with the rental agreement. In the event the tenant is unable to or fails to reinstate their eligibility in accordance with the timeline provided in the notice, the Comprehensive Housing Division shall permit the tenant to remain in the unit for the longer of the duration of the rental agreement or ninety (90) calendar days from the date of the notice of ineligibility.

(1) If the tenants' circumstances result in the tenant completing the term of the rental agreement, eligibility shall be reconsidered at the time of the annual renewal. If the tenant remains ineligible at the time of renewal, article 2.8-6(a) applies.

(2) If the tenants' circumstances result in the tenant receiving a thirty (30) calendar day notice to cure or ninety (90) calendar day notice to vacate, the tenant shall enter a limited term rental agreement to cover any time which exceeds the current rental agreement.

(c) *Limited Term Rental Agreements.* Limited term rental agreements are available in accordance with article 2.8-6(a) and (b) of these rules and section 611.9-4 of the Landlord-Tenant law. At a minimum, limited term rental agreement shall include:

(1) The date of the original notice of ineligibility;

(2) An explanation that the tenant has thirty (30) calendar days to reinstate eligibility;

(3) As applicable, an explanation that if eligibility is not timely reinstated, that the limited term rental agreement takes the place of the thirty (30) calendar day notice to cure or vacate required by the Eviction and Termination law; and

(4) An explanation that if eligibility is not timely reinstated, the rental unit will be reclaimed including the date the locks will be changed.

2.9. Rental Agreement Cancellation

2.9-1. *Two Week Notice Required.* Tenant wishing to cancel a rental agreement in the general rental program are requested to provide the Comprehensive Housing Division with a minimum of two (2) weeks of notice.

2.9-2. *Prorated Rent*. In the event of cancellation of a rental agreement or abandonment of the rental premises, the Comprehensive Housing Division staff shall prorate the required last month's rent payment based upon the greater of the following:

(a) The number of calendar days the unit was occupied in the last month; or

(b) Two (2) weeks from the date of cancellation or the date the Comprehensive Housing Division learns of abandonment.

End.

Original effective date: 04-13-2017
Amendment effective date:
Amendment effective date:

Summary Report for: Income Based Rental Program Rule #2

Original Effective Date: 4/13/17

Amendment Effective Date: Immediately upon adoption

Name of law being interpreted: Title 6 Property and Land – Chapter 611, Landlord Tenant

Rule Number: 2

Other Laws or Rules that may be affected: Rule #4 – Income Based Rent-to-Own Program

Brief Summary of the proposed rule: The Income Based Rental Program Rule provides additional eligibility requirements, selection procedures, and general requirements that govern the income-based rental program.

Comprehensive Housing Division is making two changes to the rule:

- Updating Minimum Income Requirement to clarify Oneida Nation General Welfare Assistance payments will be utilized in calculating Minimum Income, but General Welfare Assistance payments may not be considered when setting income-based rent.

- Updating Tenant Selection to include residential buildings with common corridors and/or shared ventilation being non-smoking buildings.

Statement of Effect: See attached

Financial Analysis: See attached.

Financial Analysis for:

Rule #2 - Income Based Rental Program Eligibility, Selection, and Other Requirements

Type of Cost	Description/Comment	Dollar Amount
Start Up Costs		$0.00
Personnel		$0.00
Office		$0.00
Program Revenue Costs	Based on the current status of rental accounts in this program, with GWA being excluded as household income when calculating income-based rents, the estimated annual loss in program revenue is reflected in the next column. The monetary loss of program revenue will vary as GWA payments change and/or as households receive the varied tiers of GWA provided by the Nation.	$92,000.00 + Annually
Estimate of time necessary for an individual or agency to comply with the rule after implementation	Upon approval, CHD will administer changes to Rule #2 effective immediately with adoption.	N/A
Other, please explain		
Total	Annual Net Revenue	

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

Statement of Effect
Amendments to Landlord-Tenant Rule No.2 – Income Based Rental Program Eligibility, Selection and Other Requirements

Summary

The proposed amendments to the Landlord-Tenant Rule No.2 – Income Based Rental Program Eligibility, Selection and Other Requirements addresses:

- Minimum Income Requirements;
- Calculating Rents; and
- Prohibition of Smoking in Buildings with Common Corridors and Share Ventilation.

Submitted by: Clorissa N. Leeman, Staff Attorney, Legislative Reference Office
Date: July 16, 2026

Analysis by the Legislative Reference Office

The Landlord-Tenant law ("the Law") provides mechanisms for protecting the rights of the landlords and tenants on all land owned by the Nation or Tribal members within the Reservation boundaries. *[6 O.C. 611.1-1]*. The Law confers administrative rulemaking authority to the Comprehensive Housing Division as authorized by the Administrative Rulemaking law. The Comprehensive Housing Division is required to establish rules naming programs for low income members of the Nation and their families and providing the specific requirements and regulations that apply to the program. *[6 O.C. 611.10-1].*

Landlord-Tenant Rule No. 2 - Income Based Rental Program Eligibility, Selection and Other Requirements ("the Rule") provides additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division's income-based rental programs. *[Rule 2.1-1]*. The mission of the income-based housing program is to develop, maintain, and operate affordable housing in safe, sanitary, and healthy environments within the reservation. *Id*.

The proposed amendments to the Rule add clarification to minimum income requirements. Previously the Rule simply required that applicants meet a minimum household income of seven thousand eight hundred dollars ($7,800) per year. The amended rule still requires that applicants have current income that demonstrates the applicant will gross, at a minimum, seven thousand eight hundred dollars ($7,800) in the coming year. *[Rule 2.4-3]*. But now the amended Rule requires that the Comprehensive Housing Division staff include General Welfare Assistance payments made by the Nation for the purpose of calculating minimum income, but provides the option for Comprehensive Housing Division staff to consider income attributable to the General Welfare Assistance payments when setting rents. *Id*.

The proposed amendments to the Rule add a new provision regarding buildings with common corridors and/or shared ventilation. The Rule provides that all buildings with common corridors and/or shared ventilation systems are required to be be non-smoking throughout, including tenant units, and shall be posted as such by the Comprehensive Housing Division. *[Rule 2.6-2(d)]*. The Rule then requires that tenants be informed at the time of move-in, and within their rental agreement, as to whether their rental unit is within a non-smoking building. *Id.*

The proposed amendments to the Rule also further address setting rents. The Rule provides that rent may not exceed thirty percent (30%) of the household's adjusted gross income based on the income calculation requirements provided in section 2.4-3, and that adjusted gross income means the annual household income remaining after the Comprehensive Housing Division staff applies the deductions for the following: dependent deductions, elder and/or disabled deductions, medical and attendant expenses, child care expenses, child support for a household minor, earned income of minors, and travel expenses for employment or education related travel. *[Rule 2.7-2(a)]*. The proposed amendments to the Law remove specific language regarding each individual deductions, such as the dependent deductions, elder and/or disabled deductions, medical and attendant expenses, child care expenses, child support for a household minor, earned income of minors, and travel expenses for employment or education related travel. [Rule 2.7-2(a)(1)-(7)]. Instead the Rule now provides that adjusted gross income means the annual household income remaining after the Comprehensive Housing Division staff applies the deductions approved pursuant to 24 CFR § 5.609, and requires that Comprehensive Housing Division staff provide the effective language to the Legislative Reference Office to be published as Appendix 02 to this Rule so that applicable rent deductions are publicly available on the Oneida Register. *Id.*

Conclusion

There are no legal bars to adopting the amendments to the Landlord-Tenant Rule No.2– Income Based Rental Program Eligibility, Selection and Other Requirements.

Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54155-0365
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ONEIDA

LEGISLATIVE OPERATING COMMITTEE PUBLIC MEETING

Comprehensive Housing Division Conference Room

August 18, 2026, 10:00a.m.

CHD Public Meeting - Rule #2 – Income Based Rental Program Eligibility, Selection & Other Requirements

PUBLIC MEETING SIGN IN SHEET

	Name: (Print clearly)	Email Address / Phone #	Department/Roll #	Oral Testimony (Y) or (N)
1.	Jean Williquette	* 920 869-2706 920-265-9607	5540	
2.	Jean Metoxen	920-649-0105	0413	
3.	Nancy Taylor	920-301-0912	0289	Y
4.	Mary Doxtator	9288142AA	10557	Y
5.		Stroick110 gmail.com		
6.	Scott Denny	920-869-6193	Housing	
7.	Lisa Rauschenbach	920-471-6526	Housing	
8.		920-615-1425	Housing	
9.				
10.				
11.				
12.				

Comprehensive Housing Division
Public Meeting - Transcript
Rule No. 2 – Income Based Rental Program Eligibility, Selection and Other Requirements
Comprehensive Housing Division Conference Room
August 18, 2026, 10:00 a.m

Scott Denny
"So, good morning. Good morning. Good morning. The time is 10 AM and today's date is August 18th, 2026. I will now call the public meeting for the landlord tenant rule #2, income-based rental program eligibility selection and other requirements to order.

Comprehensive Housing Division is holding this meeting to inform the Oneida Community of two changes to the program rule.

One is updating the minimum income requirement to clarify the Oneida Nation general welfare assistance payments will be utilized in calculating income, but general welfare assistance payments may not be considered when setting the income-based rents. Okay.

The other thing that will be added to the rule is updating tenant selection to include residential buildings with common corridors and or share ventilation being non-smoking buildings.

All people who wish to present oral comments will need to register on the sign-in sheet provided, which we already covered that I saw everybody sign in. If anyone present has any clarifying questions, time will be allotted at the end of the meeting to have those answered.

Written comments may be submitted to CHD by US Mail, inter office mail.

e-mail or fax as provided on the public meeting notice. These comments must be received by close of business date, August 27th, 2026.

In attendance from CHD is myself, Scott Denny, the Area Manager for Residential Rentals and Outreach, CHD Director Lisa Rauschenbach, and CHD Executive Assistant Derick Denny. We will begin today's public meeting for the landlord tenant rule #2.

income-based rental program eligibility selection and other requirements. And just again, in summary, the rules, the rule changes entail counting GWA to ensure applicants meet the minimum income requirements and not counting GWA when you're calculating your rents.

and also making residential buildings with common corridors and or shared ventilation, non-smoking buildings.

So that's the overall of what we have. Does anybody have any comments on those changes?"

Jean W
"I do. Thank you. Specifically the smoking. Okay. I'm A smoker, have been for about 50 years. I'm more afraid to stop than I am to. I'm dying at this point.

And the reason is, I've been living in my apartment for 13 years, and I'm an elder.

And I have never smoked in the corridor. Never smoked in my Garage. Well, maybe he did. I don't remember. But always with respect to my neighbors and everything, and I do not share ventilation with anybody. I don't have been here who's there half the time. And

One of my largest concerns were this winter when you sent out that message to everybody that they had to be what, 35 feet from the building. And I remember that going out and I was just horrified because the people that I know that live, okay, let's say that live in the pods, they have been there forever.

and have been generally elderly and smoke. You're sending them outside into a snow bank to smoke.

in the middle of winter. And I was just horrified with that. And I do smoke, well, a lot of people do sit outside and smoke, which is great, you know, and I do agree with that. But

There's got to be an alternative, and one of the alternatives I thought, if they're sharing a shared ventilation over at that.

At the pods, maybe every other unit, or maybe one unit for smokers and the rest for non-smokers. I know where that may lead, but truth be told,

We are supporting this tribe. Our tribe is making a lot of money based on cigarette scales. You know, and I'm dying for you guys, so give it some consideration. That's my biggest complaint. I'm supporting this tribe. I don't gamble, so I...

What else can I do? I do drive cause pollution that way.

And I think those are my biggest issues."

Scott Denny
"So I would like to recap, make sure I captured.

what I heard to be your biggest concerns. So from a concern perspective, it seemed like the largest concern was having to be outdoors to smoke."

Jean W
"Being sent outdoors to smoke, correct. So yeah, one of my healthy considered alternatives to this.

Scott Denny
“And then one of the, maybe your biggest concern I already expressed, and then like a suggestion that you're offering is maybe, you know, dedicating specific units that are smoking versus not. So did I, did I capture it?
Jean W
Yeah, you captured it. I'd also like to comment that I've been here for 13 years.

Scott Denny
“Yep, I wrote that down.”

Jean W
“And I have begged and borrowed and stolen to get my apartment painted, repainted, re-whatever.

Since my husband passed away, which was like seven years ago, I haven't been able to. I was disabled when I moved in. So I haven't been able to, you know, shampoo the carpets. I do the best I can cleaning. I cannot wash walls. And I ask, I have never seen my outdoor windows washed.

So, I mean, we're talking about pollution, I got the downspouts in the...

Outside the building do not work. I mean, they're not even...

they're not even going away from the building. So you know, water is coming in around the building, which can cause mold. So the environmental issues are not just smoking. And I know that was one of the things that was put on me. For the original notice”

Scott Denny
“And of course, because this is recorded, we required to document the transcript. So all of your comments will be captured, obviously, but I just wanted to make sure that related to this, I want to make sure that I understood what it was that you were both concerned with.

and then what your recommendation was. So I appreciate that.

Jean W
“And another one was a grandfather clause

Maybe.

If they're not causing any, and I understand that smoking can be bad for some people, they don't want to smell that, they don't want to, but I have never had a complaint about the smoking. I never smelled anybody else's smoking.

So, I don't think my ventilation is shared at all, so maybe perhaps a grandfather clause in there until they die or something."

Scott Denny
"I know that as well, so thank you.
Jean W
"I think you can note it in there."

Scott Denny
"So, all right. Was there any additional comments? And if you have others as we go around, then feel free. Was there anybody else that had any comments?

Mary
"I got quite a few. Okay. Number one, I'm A proponent of non-smoking.

I live in the ponds.

One of the things, one of the concerns is when I moved in three years ago, there were non-smoking signs all over the building. And because we don't have a law or a policy that enforces no smoking, all the people that have been living there for a long time just assumed that they have the privilege of smoking.

regardless of the no smoking signs. Number 2, we all share ventilation. And when one person smokes, it travels to every darn apartment. Number 3, it's not just cigarette smoke, it's marijuana smoke.

which is currently illegal.

I put up with it for three years. And even though some of my neighbors do go outside, it still goes in through the windows. You can't even hardly keep windows open. They need to be 30 feet away from the building. They've been told this. The signs have been up.

Other areas in the Green Bay area.

in the same situation that we have are enforcing no smoking policies. We talked about...

Steps to take for people who...

Do smoke.

You sent out the letter so people are aware that it's coming or discussion, conversation.

It's going to take probably what, another three years to get it into the LOC. In the meantime, they have time to make their personal choice. They could either pollute other people's air,

or they can choose not to smoke in the apartments. They can easily go to the garage, into their car, and park just like any non-nursing home employees do. Since we're in that same building, what holds true for one half should be true for the other half.
Um...

There are options.

And I think I brought him up before.

Some places are installing the electric smoke detectors in the apartments. These go right to your phone so you know automatically who is smoking in their apartment. They cannot be removed once you put them in.

That would be a simple solution instead of me having to complain time and time again with no proof because I can't prove they're smoking in their apartment except for smell. And to call you to come over to my apartment while they're smoking would be foolish.

I have already called OPD once on people smoking pot in the garages.

I don't wish to continue to do that, but it is a hindrance. And I think that the no smoking policy needs to follow the eviction and termination law on the first paragraph, where it is considered a nuisance. And you list a whole lot of nuisances

that neighbors are supposed to be respectful to other people's well-being in the apartments.

Smoking in the apartments is not a...

Considering other people's well-being.

Number 4 , I did a survey in the pods. I know exactly who smoked.

It's also a health issue, and I don't know why, since we tote.

you know, being respectful of elders and our health, you know, that we continue to let this go on. So I am a major proponent, and if they have to walk 30 feet or whatever, push their walker, whatever, oh well.

It's an addiction. People can have other ways in which to overcome.

I don't believe that.

It entitles them to smoke in their apartments.

I mean, it's becoming a no-smoking all over.

And that plate, those pods are too small and too close of an area to allow any kind of smoking in them.

And I'm only speaking for the pods.

But I would imagine.

People will tell you when I did the survey, there is such a thing as when you smell cigarette smoke over a long period of time, you can't smell it. The nose becomes immune. There's a term for that. My nose is too sensitive. I can smell it a mile away.

So.

Um, I'm speaking from a personal point of stand.

personal standpoint, but also a health. I'm also addressing having a no smoking policy when we have really have none.

And we need to put something into place.

in order to make that legit.

And we did say that a while back, that there would be the housing support would come in and help them address whatever need, whatever they needed to do in order to abide by that rule.

That's my take."

Scott Denny
"So I just want to make sure I captured a few things from you, Mary. Of course, a very strong posture of non-smoking. You made sure that you emphasize that. And of course, then just adding a few things about how the smoke travels throughout the building.

whether maybe a person that smokes realizes that or not. You mentioned both cigarettes and weed being smoked currently there.

And of course, then you're acknowledging the 30 feet, which of course was shared at a discussion with ONCOA that's, and you mentioned something about the 30 feet as well. And that's because the documentation that went out when we sent that letter, it refers to

how we need to approach this as it relates to the Clean Air Law. So the Clean Air Law says that we are we are able to have smoking in our buildings.

if as a residential, if we want to change that, then we have to change that in the agreement, our rental agreement. And that's what we share at the ONCOA meeting, was that that's what this would be doing. It'd be changing in two spots. One, the rule, okay, because the rule is going to say what it says about the non-smoking and common corridor. But then we also change that in the agreement so that whoever would move into the apartments next time, then that's noted that they are aware from day one that in this building, this is a non-smoking building. So that are those are the two changes that be happening. And of course, the agreement part is what aligns with the Clean Air Act. When we make that change, now we're subject to that law, the Clean Air Law. So that law says, and if I remember right, I think we both mentioned it, it was 30 feet. I think that's about correct, where it was like 30 feet from the building. So as for clarification, that would be also, if it's in a fixed garage, that's the building. So that is actually part of that clarification."

Mary
One more, one more thing I just thought of. Would it help decrease your costs? When people move out. I know that over in Site 2 you had to demolish almost the whole inside of that one home. Considering what it costs to do that because of a smoker, I would think that you would be more entitled to lean that way and save some money."

Scott Denny
"Right.

So and I'm also noting that you mentioned just your position being hinged on focus on health. And of course, you just mentioned about, you know, cost savings and another thing you mentioned, which I noted, I'll look into, I was not aware of myself, but you mentioned that there's actually cigarette focused smoke detectors. So that'd be something that I know that I want to make sure we look into as an option as we move forward into managing this change. You know, making the change is one thing. Managing the change is another thing."

So, I did note that was something else that you offered."

Jean W
"I may have a few comments.

If the if the marijuana law goes forward in Wisconsin, the majority of the people that are that I know that smoke pot are for medicinal reasons. Now, I know the governor is in there listing all kinds of things. But I don't know how it will work versus, you know, will be more on. That would be an issue. You're going to send somebody else on to take their medicine.

There's grilling. People grill in apartment buildings, which I'm fine with. And then, you know, that smoke travels. And there's. People whose car mufflers are, I mean, you're opening up a whole world of policing people. Burning sage, very common. Um, I do it. So that would be an issue. I mean, candles, anything. Those are all smoke generating issues. And I'm not going to say that. I don't believe I know where we try to be environmentally kosher but were not. And we're also not healthy driven. You can walk into any one stop and you see nothing but sugar. And we're all diabetics. I mean, I was in there the other day, but oh my God, I want something. There's nothing there. So those would be my arguments. It sounds like it. And we are not Green Bay. We are not, if we want to be like the city, then. We should have done that before, I mean."

Scott Denny
"I noted your last comments. And then Nancy, you have some comments as well."

Nancy Barton
"I guess what I'm looking for is this an official LOC hearing? Or are we just here as a community? Because I've attended many LOC hearings. I don't see anybody from the LOC here.

So I'm concerned about that. You know, is this official? And when they are official, you get called on according to how you signed in. So I didn't appreciate coming here and signing in and having other people go ahead of me, and then being allowed to come back and talk again, because there are rules that officially go with the LOC hearing. So I'm concerned about that. Am I wasting my time here today? Or is this an official LOC hearing? And if it is, why isn't there anyone from the LOC here?"

Scott Denny
"This is a public meeting that we are required to hold as part of process for rulemaking.

Nacy Barton
"Okay."

Scott Denny
"And so this is a public meeting that opens the doors for us to share the changes that are proposed and we're moving forward.

Nancy Barton
"So these changes then are these comments of this meeting, then that information then will go to LOC for additional changes. Is that correct?"

Scott Denny
"Well, those comments will be captured and weighed. Right now, the law or the rule has not been adopted. The draft changes are in the packet."

Nancy Barton
"OK, I saw that red line versions in the packet"

Scott Denny
"OK, with the changes that we're proposing based on the things that are driving those changes. So we have two changes that are noted. One is the GWA, one is smoke-free. The GWA was driven by public comment in BC and some of the BC comments about GWA. The smoke-free was driven

by public comment and comment coming from on ONCOA. So we've taken those, weighed those, considered those, said, all right, here's some rule changes we can do. Those 2 rule changes are noted here.

And of course, then part of the process is we have to, which is in the packet, we have to get a statement of back, we got to do the financial analysis, all that's in here. And that all goes to the LLC, like you mentioned. And one of the requirements that we need to do is have a public meeting."

Nancy Barton
"Okay, thank you for clarifying that.

Scott Denny
"Yeah, no problem."

Nancy Barton
I'm Always, well not always, but I've had the opportunity now to educate myself about the process, about how things work. And so I'm very careful because I've made mistakes and so have other people. And so I'm just making sure that, you know, what I'm doing is going to go to the right place.

The comments that I do have regarding one of the issues is the smoking. I had the opportunity about 35 years ago, the Oneida Housing Authority had a board, and I was a new mutual help homeowner at that time, and I attended as many of those meetings as I could.

They were very interesting. And I think that it's time that possibly looking at a board coming back overseeing this entity might be a good thing. And at that time, an individual, a woman, she came to the board and she had issues regarding

The smoking in one of the elder units. And at the end of the day, what happened was they picked her up and they moved her to a different place because the individuals who were smoking were Purple Heart War veterans, veterans.

Um...

People who are considered, I guess, highly...

recognize community members. And so they picked her up and moved her to a different place so that those people could enjoy the end of their life without.

this woman continuously saying and doing things to them while they were enjoying cigarettes. I have my own personal view about cigarettes. I smoked, chain smoked for over 50 years and quit. And so it's not impossible. There are entities on this reservation, including behavioral health, who'll give you anything and everything you need to help you quit. So I'm concerned.

about, you know, I want a clarification of what you're saying when you say the pods. Are you calling those the apartments at the elderly complex? Is that the other word for the pods? Okay. I just wanted to make sure of that. So I don't,

regularly go over there, but I have. And I don't smell cigarette smoke. I don't smell pot smoke. I know that there are people there who are very thankful for the apartments that they live in and the environment that they've been given, the trails, the meals, everything that goes on.

And cigarette smoking is not illegal. And so I'm concerned about, you know, those kinds of enjoyments of our elders being taken away. The smoke detectors, you know, I don't know how much those cost, but I'm concerned about, we've got all, you know, 50 units that we need to fix.

that are empty. And that's where our money, our focus, our attention, and our everything needs to be. And so when we spend time, energy on these kinds of issues, to me, it takes away from the real issues of people need housing and there's 50 homes empty. The other

issue that I do want to talk about is the GWA, and I've talked about it for about five years. And when I realized that we could exercise our sovereignty and we could determine what that money could and couldn't be determined as, including rent and a lot of other things,

And then I accidentally found out that someone's rent was increased because of the GWA payment. I put it on the business committee agenda. I wanted it to continue to be talked about because, you know, we call ourselves sovereign. And the directive from Treasury was that we could determine

whether or not to use it as income or not. I guess what my biggest disappointment is that we pay attorneys a lot of money to give us directive and poor legal advice was given to this entity and they followed it. And so now what's going to happen is my understanding as of last

Wednesday's business committee meeting. And if any of you would like to learn how to watch those meetings on your phone, I'd be more than happy to teach you. It's a one, two, three process and you can get the meeting up and you can listen to the whole thing. You can fast forward through the Pendletons and, you know, the flowers and all that and go right to the heart, the meat of it.

And so Mark W Powless gave an update last Wednesday regarding this entire issue. And it's being addressed and it's being looked at. And those people who I believe were

Wrongfully, GWA was wrongfully used as calculation in their rent. It will now be credited. And the amounts that were on there, and I didn't bring those, my notes with me today, it's a lot of money. It was a major financial

impact to people who live below the federal poverty level on this reservation. And how unfortunate. I don't currently pay rent to housing, but I care about the people who do. And I know a lot of people who do and they struggle. People struggle week to week, month to month, year to year.

raising their families along with elders who are on fixed incomes along with disability. And so I'm concerned about those kinds of people who, you know, I got corrected that they were punished, but to me, they were financially punished. So that's the reason why I came here today.

was to consider not using the general welfare assistance payments when setting rent. And I do know that on page 2 of 10 of the property and land chapter 611 law, it says on here, line 78, minimum income.

It says applicants.

shall have a current income that demonstrates the applicant will gross at a minimum $7,800. I guess I have a problem with that because some people don't have $7,800 a year, but they should be allowed to have safe, affordable housing. And maybe at the time that they apply,

They don't have that, but maybe they will if they have a roof over there getting somewhere to sleep. So I don't know where that number came from. Somebody just grabbed it out of the sky. If it's using it again, you know, according to HUD, because, you know, I know you guys answered to somebody, we all do.

So that's using, you know, an amount, a dollar amount. And I guess I'm looking for a clarification of how that dollar amount came because say today I'm homeless and I don't have a job, but I come and apply for housing. Am I going to be eliminated from the list because I don't have $7,800 worth of income a year?

So I'm concerned about that because we do have a record number of homeless people. So those are my comments, I guess, as far as today, and then I'll be looking for this to come to public hearing. I do have one more clarification I'm looking for.

The comment was made that everybody shares the same ventilation in those pods. And so I'm concerned about that. One issue that I did have with an individual, and he is a decorated war hero, and to me, they can do no wrong. You know, he can sit there and chain smoke to your blue in the face. I can't tell him not to.

But what I did recommend that you do is to get an air purifier for his unit. And, you know, I've been looking at him around, you know, GWA is coming, go to Joe Williams, you know, people have breathing problems and see if we can't get those so that, you know, the people who do smoke,

are using, utilizing some kind of a mechanism to...

to alleviate that. You know, it would be no different than any other apartment that you move into. You move into an apartment building in Green Bay and your neighbors are cooking chorizo and the other guys are over here with curry and garlic. There is no laws preventing those people from having those smells in the hallway. That's what you

deal with when you live in public housing. And so I'm concerned, you know, about the amount of people who smoke. I don't know how much it is, how many there are. I know that there's a lot. And they're mostly guys, you know, and there's a couple of women. And so those are just, you know, some of my comments about today's public meeting. Thank you."

Scott Denny
"Well, thank you. And I just want to make sure I heard a couple of your key pieces. So of course, you're totally supporting, you know, the GWA not being counted when rent is rent rates are being calculated. And then I guess I'm hearing a little bit of a concern. I don't know if it's an opposition, but

definitely a concern about some of the things that would be related to the smoke-free.

as it would impact those that smoke and of course, those that may, similar to what Jean mentioned about having to go outside and you're just expressing, like your last comment is that, you know, in a common corridor building, that's a perfect example of, you know,

I live in apartments too. You know, and when somebody's cooking something that doesn't smell that great down the hall, there's not a whole lot I can do about it at that point, although I don't appreciate the smell myself. So that was sort of the nature of your comments.

You did mention the shared ventilation. I just want to provide a little bit of a clarity, but that would mean more so. It doesn't necessarily mean that when you have two apartment units that they share the same AC or they share the same heating. The shared ventilation is really more referenced than the common corridor because there's heat and air going through that common corridor.

as well, right? So when somebody...

cooks curry in their apartment. That smell then, of course, can come outside of that apartment via the door, right? But then it gets caught up into the ventilation system. That's why somebody down the hall can smell that because it pushes it through. That's what you're in ventilation more so.

But yeah, I mean, no unit is sharing each other's AC or or heating. Right. They're all separate."

Jean W
"That would have been terrible during COVID."

Scott Denny
"Exactly. You know, but no, it's but your example, Nancy, is exactly a good one.

where it's an illustration of what happens in a common corridor building when, you know, certain smells arise, then they make their way down the hall. And of course, others may appreciate it or not."

Mary
"Let me clarify on that. Yes, it does come through the vents.

That's why when winter comes and I have to turn the heat on, the smoke comes right through the vent with the heat. Same thing with the air. If I have to turn the air on, which I don't during the summer, it'll come, it comes through the vent. And you don't smell it in the home very often."

Scott Denny
"So, Nancy, you had your comments. Is there anybody else that has comments?"

Nancy Barton
"I just have one more thing that I wanted to add. I'm sorry, I just thought about it. You know, I do agree with what Gene said about designating certain, I don't know, units, pods, apartments, whatever it is, for smoking people. And, you know, as far as, you know, the cost of having to

clean or whatever it is when those people move out after they smoke, it couldn't be any worse than what already goes on in these housing units. And you know, we all know what goes on and the amount of time and energy and money that it takes to renovate them. And so I don't think using smoking as a you know, reason for that could be, you know, an issue. I think accommodating your customers, you know, those are your customers, they pay you, hopefully, they don't. Yes, well, anyway, you know, I just wanted to add that accommodating people,

You know, you might not like it. I don't like a lot of things people do either, but that's just the way it is."

Scott Denny
Sure, sure.

So, um...

Anybody else?

Jean M

“I quit smoking.”

Scott Denny
“Good for you, good for you, good for you.”

Nancy Barton
Nancy Barton
“I'm not shaming you. Do you want me to be your non-smoking coach?”

Jean W
“No, no. I have tried to quit so many times.”

Nancy Barton
“We'll start walking.

When's the last time you tried?”

Jean W
this morning! I mean, if the phone rings, it's over with.

Scott Denny
“So is there any additional comments related to the change at this point?

Are We good? So I'll go ahead and we're still recording. I do have a closing that I go through. And what is the time right now? 10:42 AM?

Okay, so with all registered speakers having provided comments, CHD thanks you for your participation. The public meeting for rule #2, income-based rental program eligibility, selection, and other requirements is now closed at 1042 A.m.

Thank you very much.”

Comprehensive Housing Division
Public Meeting – Transcript and Comment Response Memorandum
Rule No. 2 – Income Based Rental Program Eligibility, Selection and Other Requirements
Comprehensive Housing Division Conference Room
Public Meeting held August 18, 2026, 10:00 a.m.

Throughout this document, all text in **black** is the public meeting transcript and all text in **green** is the Comprehensive Housing Division response to the public meeting comments.

Scott Denny
"So, good morning. Good morning. Good morning. The time is 10 AM and today's date is August 18th, 2026. I will now call the public meeting for the landlord tenant rule #2, income-based rental program eligibility selection and other requirements to order.

Comprehensive Housing Division is holding this meeting to inform the Oneida Community of two changes to the program rule.

One is updating the minimum income requirement to clarify the Oneida Nation general welfare assistance payments will be utilized in calculating income, but general welfare assistance payments may not be considered when setting the income-based rents. Okay.

The other thing that will be added to the rule is updating tenant selection to include residential buildings with common corridors and or share ventilation being non-smoking buildings.

All people who wish to present oral comments will need to register on the sign-in sheet provided, which we already covered that I saw everybody sign in. If anyone present has any clarifying questions, time will be allotted at the end of the meeting to have those answered.

Written comments may be submitted to CHD by US Mail, inter office mail.

e-mail or fax as provided on the public meeting notice. These comments must be received by close of business date, August 27th, 2026.

In attendance from CHD is myself, Scott Denny, the Area Manager for Residential Rentals and Outreach, CHD Director Lisa Rauschenbach, and CHD Executive Assistant Derick Denny. We will begin today's public meeting for the landlord tenant rule #2.

income-based rental program eligibility selection and other requirements. And just again, in summary, the rules, the rule changes entail counting GWA to ensure applicants meet the minimum income requirements and not counting GWA when you're calculating your rents.

and also making residential buildings with common corridors and or shared ventilation, non-smoking buildings.

So that's the overall of what we have. Does anybody have any comments on those changes?"

Jean W
"I do. Thank you. Specifically the smoking. Okay. I'm A smoker, have been for about 50 years. I'm more afraid to stop than I am to. I'm dying at this point.

And the reason is, I've been living in my apartment for 13 years, and I'm an elder.

And I have never smoked in the corridor. Never smoked in my Garage. Well, maybe he did. I don't remember. But always with respect to my neighbors and everything, and I do not share ventilation with anybody. I don't have been here who's there half the time. And

One of my largest concerns were this winter when you sent out that message to everybody that they had to be what, 35 feet from the building. And I remember that going out and I was just horrified because the people that I know that live, okay, let's say that live in the pods, they have been there forever.

and have been generally elderly and smoke. You're sending them outside into a snow bank to smoke.

in the middle of winter. And I was just horrified with that. And I do smoke, well, a lot of people do sit outside and smoke, which is great, you know, and I do agree with that. But

There's got to be an alternative, and one of the alternatives I thought, if they're sharing a shared ventilation over at that.

At the pods, maybe every other unit, or maybe one unit for smokers and the rest for non-smokers. I know where that may lead, but truth be told,

We are supporting this tribe. Our tribe is making a lot of money based on cigarette scales. You know, and I'm dying for you guys, so give it some consideration. That's my biggest complaint. I'm supporting this tribe. I don't gamble, so I...

What else can I do? I do drive cause pollution that way.

And I think those are my biggest issues."

Scott Denny
"So I would like to recap, make sure I captured.

what I heard to be your biggest concerns. So from a concern perspective, it seemed like the largest concern was having to be outdoors to smoke."

Jean W
"Being sent outdoors to smoke, correct. So yeah, one of my healthy considered alternatives to this.

Scott Denny
"And then one of the, maybe your biggest concern I already expressed, and then like a suggestion that you're offering is maybe, you know, dedicating specific units that are smoking versus not. So did I, did I capture it?
Jean W
Yeah, you captured it. I'd also like to comment that I've been here for 13 years.

Scott Denny
"Yep, I wrote that down."

Jean W
"And I have begged and borrowed and stolen to get my apartment painted, repainted, re-whatever.

Since my husband passed away, which was like seven years ago, I haven't been able to. I was disabled when I moved in. So I haven't been able to, you know, shampoo the carpets. I do the best I can cleaning. I cannot wash walls. And I ask, I have never seen my outdoor windows washed.

So, I mean, we're talking about pollution, I got the downspouts in the...

Outside the building do not work. I mean, they're not even...

they're not even going away from the building. So you know, water is coming in around the building, which can cause mold. So the environmental issues are not just smoking. And I know that was one of the things that was put on me. For the original notice"

Scott Denny
"And of course, because this is recorded, we required to document the transcript. So all of your comments will be captured, obviously, but I just wanted to make sure that related to this, I want to make sure that I understood what it was that you were both concerned with.

and then what your recommendation was. So I appreciate that.

Jean W
"And another one was a grandfather clause

Maybe.

If they're not causing any, and I understand that smoking can be bad for some people, they don't want to smell that, they don't want to, but I have never had a complaint about the smoking. I never smelled anybody else's smoking.

So, I don't think my ventilation is shared at all, so maybe perhaps a grandfather clause in there until they die or something."

Scott Denny
"I know that as well, so thank you.
Jean W
"I think you can note it in there."

Scott Denny
"So, all right. Was there any additional comments? And if you have others as we go around, then feel free. Was there anybody else that had any comments?

> **CHD Response**
> Having smoke free common corridor residential properties result in tenants, more specifically elder tenants needing to smoke outside of the building and at least 30 feet from the building has been acknowledged by CHD since the idea of going smoke free was presented to us.
>
> The idea of CHD going smoke free derived from meetings held about the Clean Air Law in 2024 and how it was being revisited for revision. During meeting discussions CHD was mentioned about going smoke free. CHD provided feedback at the time expressing concern with elder tenants needing to smoke outside a building and content with weather conditions and stated going smoke free is not a priority for CHD and something we would keep in mind.
>
> The topic of smoke free resurfaced when CHD was invited to ONCOA meetings where the topic of smoke free was being promoted by members of the commission and some of the constituents they represent. CHD attended multiple meetings on the topic expressing two primary concerns. The first being enforcement of a policy to the point of eviction. Noting how when a policy is developed at a given point it will need to be enforced and there will be cases where eviction is the outcome. The second being the concern of elder age tenants needing to smoke outdoors and contend with weather conditions, with in some cases an increasing risk of personal injury.
>
> Although CHD understands the idea behind a grandfather clause pertaining to this policy change, CHD is not currently considering one.

Mary
"I got quite a few. Okay. Number one, I'm A proponent of non-smoking.

I live in the pods.

One of the things, one of the concerns is when I moved in three years ago, there were non-smoking signs all over the building. And because we don't have a law or a policy that enforces no smoking, all the people that have been living there for a long time just assumed that they have the privilege of smoking.

regardless of the no smoking signs. Number 2, we all share ventilation. And when one person smokes, it travels to every darn apartment. Number 3, it's not just cigarette smoke, it's marijuana smoke.

which is currently illegal.

I put up with it for three years. And even though some of my neighbors do go outside, it still goes in through the windows. You can't even hardly keep windows open. They need to be 30 feet away from the building. They've been told this. The signs have been up.

Other areas in the Green Bay area.

in the same situation that we have are enforcing no smoking policies. We talked about...

Steps to take for people who...

Do smoke.

You sent out the letter so people are aware that it's coming or discussion, conversation.

It's going to take probably what, another three years to get it into the LOC. In the meantime, they have time to make their personal choice. They could either pollute other people's air,

or they can choose not to smoke in the apartments. They can easily go to the garage, into their car, and park just like any non-nursing home employees do. Since we're in that same building, what holds true for one half should be true for the other half.
Um...

There are options.

And I think I brought him up before.

Some places are installing the electric smoke detectors in the apartments. These go right to your phone so you know automatically who is smoking in their apartment. They cannot be removed once you put them in.

That would be a simple solution instead of me having to complain time and time again with no proof because I can't prove they're smoking in their apartment except for smell. And to call you to come over to my apartment while they're smoking would be foolish.

I have already called OPD once on people smoking pot in the garages.

I don't wish to continue to do that, but it is a hindrance. And I think that the no smoking policy needs to follow the eviction and termination law on the first paragraph, where it is considered a nuisance. And you list a whole lot of nuisances

that neighbors are supposed to be respectful to other people's well-being in the apartments.

Smoking in the apartments is not a...

Considering other people's well-being.

Number 4 , I did a survey in the pods. I know exactly who smoked.

It's also a health issue, and I don't know why, since we tote.

you know, being respectful of elders and our health, you know, that we continue to let this go on. So I am a major proponent, and if they have to walk 30 feet or whatever, push their walker, whatever, oh well.

It's an addiction. People can have other ways in which to overcome.

I don't believe that.

It entitles them to smoke in their apartments.

I mean, it's becoming a no-smoking all over.

And that plate, those pods are too small and too close of an area to allow any kind of smoking in them.

And I'm only speaking for the pods.

But I would imagine.

People will tell you when I did the survey, there is such a thing as when you smell cigarette smoke over a long period of time, you can't smell it. The nose becomes immune. There's a term for that. My nose is too sensitive. I can smell it a mile away.

So.

Um, I'm speaking from a personal point of stand.

personal standpoint, but also a health. I'm also addressing having a no smoking policy when we have really have none.

And we need to put something into place.

in order to make that legit.

And we did say that a while back, that there would be the housing support would come in and help them address whatever need, whatever they needed to do in order to abide by that rule.

That's my take."

Scott Denny
"So I just want to make sure I captured a few things from you, Mary. Of course, a very strong posture of non-smoking. You made sure that you emphasize that. And of course, then just adding a few things about how the smoke travels throughout the building.

whether maybe a person that smokes realizes that or not. You mentioned both cigarettes and weed being smoked currently there.

And of course, then you're acknowledging the 30 feet, which of course was shared at a discussion with ONCOA that's, and you mentioned something about the 30 feet as well. And that's because the documentation that went out when we sent that letter, it refers to

how we need to approach this as it relates to the Clean Air Law. So the Clean Air Law says that we are we are able to have smoking in our buildings.

if as a residential, if we want to change that, then we have to change that in the agreement, our rental agreement. And that's what we share at the ONCOA meeting, was that that's what this would be doing. It'd be changing in two spots. One, the rule, okay, because the rule is going to say what it says about the non-smoking and common corridor. But then we also change that in the agreement so that whoever would move into the apartments next time, then that's noted that they are aware from day one that in this building, this is a non-smoking building. So that are those are the two changes that be happening. And of course, the agreement part is what aligns with the Clean Air Act. When we make that change, now we're subject to that law, the Clean Air Law. So that law says, and if I remember right, I think we both mentioned it, it was 30 feet. I think that's about correct, where it was like 30 feet from the building. So as for clarification, that would be also, if it's in a fixed garage, that's the building. So that is actually part of that clarification."

Mary
One more, one more thing I just thought of. Would it help decrease your costs? When people move out. I know that over in Site 2 you had to demolish almost the whole inside of that one home. Considering what it costs to do that because of a smoker, I would think that you would be more entitled to lean that way and save some money."

Scott Denny
"Right.

So and I'm also noting that you mentioned just your position being hinged on focus on health. And of course, you just mentioned about, you know, cost savings and another thing you mentioned, which I noted, I'll look into, I was not aware of myself, but you mentioned that there's actually cigarette focused smoke detectors. So that'd be something that I know that I want to make sure we look into as an option as we move forward into managing this change. You know, making the change is one thing. Managing the change is another thing."

So, I did note that was something else that you offered."

CHD Response

As part of the multiple meetings held with ONOCA with the topic of smoke free, a number of justifiers for pursuing smoke free were presented to CHD. Protection of neighbors from secondhand smoke, the undesirable smell of smoke throughout a building, and prevention of increased property damage costs due to smoking were all mentioned to CHD.

CHD physically visited its building with common corridors finding most buildings had little to no evidence of smoke smell to the building. There were a couple of buildings where the smell of smoke was evident. Although smoke smell was evident, CHD remained of the position that going smoke free is a low priority at this time.

Regarding property damage caused by smoking, it is true that in some cases the damage has been extensive and resulted in increased rehab costs to ready the unit for occupancy. The number of cases where the damage is that extensive from smoking pales in comparison to the number of cases CHD is faced with extensive rehab costs created by tenants and pets damaging CHD rental properties. Although damage from smoke is a truth, it as a justifier to go smoke free does not hold much weight.

This information was part of CHD's response to ONCOA as part of discussions at multiple meetings.

The information pertaining to specified smoke detectors that detect cigarette smoke is appreciated and something CHD may research in the future. Currently CHD is not pursuing specialized smoke detectors.

Under Clean Air Law, Section 411.4-2(b)(2), residential buildings owned by the Nation, including common corridor apartments, are exempt from Prohibition of Smoking (Clean Air Law, Section 411.4-1).

With CHD making changes to its rental program rule and CHD Rental Agreement to state residential common corridor buildings are smoke free, CHD has "un-exempted" CHD from Clean Air Law, Section 411.4-2(b)(2). In turn the smoke free requirements of the Oneida Clean Air Law become effective, resulting in smoking being restricted 30 feet from a tribally owned building. (Clean Air Law, Section 411.4-1(b))

Jean W
"I may have a few comments.

If the if the marijuana law goes forward in Wisconsin, the majority of the people that are that I know that smoke pot are for medicinal reasons. Now, I know the governor is in there listing all kinds of things. But I don't know how it will work versus, you know, will be more on. That would be an issue. You're going to send somebody else on to take their medicine.

There's grilling. People grill in apartment buildings, which I'm fine with. And then, you know, that smoke travels. And there's. People whose car mufflers are, I mean, you're opening up a whole world of policing people. Burning sage, very common. Um, I do it. So that would be an issue. I mean, candles, anything. Those are all smoke generating issues. And I'm not going to say that. I don't believe I know where we try to be environmentally kosher but were not. And we're also not healthy driven. You can walk into any one stop and you see nothing but sugar. And we're all diabetics. I mean, I was in there the other day, but oh my God, I want something. There's nothing there. So those would be my arguments. It sounds like it. And we are not Green Bay. We are not, if we want to be like the city, then. We should have done that before, I mean."

Scott Denny
"I noted your last comments. And then Nancy, you have some comments as well."

Nancy Barton
"I guess what I'm looking for is this an official LOC hearing? Or are we just here as a community? Because I've attended many LOC hearings. I don't see anybody from the LOC here.

So I'm concerned about that. You know, is this official? And when they are official, you get called on according to how you signed in. So I didn't appreciate coming here and signing in and having other people go ahead of me, and then being allowed to come back and talk again, because there are rules that officially go with the LOC hearing. So I'm concerned about that. Am I wasting my time here today? Or is this an official LOC hearing? And if it is, why isn't there anyone from the LOC here?"

Scott Denny
"This is a public meeting that we are required to hold as part of process for rulemaking.

Nacy Barton
"Okay."

Scott Denny
"And so this is a public meeting that opens the doors for us to share the changes that are proposed and we're moving forward.

Nancy Barton
"So these changes then are these comments of this meeting, then that information then will go to LOC for additional changes. Is that correct?"

Scott Denny
"Well, those comments will be captured and weighed. Right now, the law or the rule has not been adopted. The draft changes are in the packet."

Nancy Barton
"OK, I saw that red line versions in the packet"

Scott Denny
"OK, with the changes that we're proposing based on the things that are driving those changes. So we have two changes that are noted. One is the GWA, one is smoke-free. The GWA was driven by public comment in BC and some of the BC comments about GWA. The smoke-free was driven

by public comment and comment coming from on ONCOA. So we've taken those, weighed those, considered those, said, all right, here's some rule changes we can do. Those 2 rule changes are noted here.

And of course, then part of the process is we have to, which is in the packet, we have to get a statement of back, we got to do the financial analysis, all that's in here. And that all goes to the LLC, like you mentioned. And one of the requirements that we need to do is have a public meeting."

Nancy Barton
"Okay, thank you for clarifying that.

Scott Denny
"Yeah, no problem."

Nancy Barton
I'm Always, well not always, but I've had the opportunity now to educate myself about the process, about how things work. And so I'm very careful because I've made mistakes and so have other people. And so I'm just making sure that, you know, what I'm doing is going to go to the right place.

The comments that I do have regarding one of the issues is the smoking. I had the opportunity about 35 years ago, the Oneida Housing Authority had a board, and I was a new mutual help homeowner at that time, and I attended as many of those meetings as I could.

They were very interesting. And I think that it's time that possibly looking at a board coming back overseeing this entity might be a good thing. And at that time, an individual, a woman, she came to the board and she had issues regarding

The smoking in one of the elder units. And at the end of the day, what happened was they picked her up and they moved her to a different place because the individuals who were smoking were Purple Heart War veterans, veterans.

Um...

People who are considered, I guess, highly...

recognize community members. And so they picked her up and moved her to a different place so that those people could enjoy the end of their life without.

this woman continuously saying and doing things to them while they were enjoying cigarettes. I have my own personal view about cigarettes. I smoked, chain smoked for over 50 years and quit. And so it's not impossible. There are entities on this reservation, including behavioral health, who'll give you anything and everything you need to help you quit. So I'm concerned.

about, you know, I want a clarification of what you're saying when you say the pods. Are you calling those the apartments at the elderly complex? Is that the other word for the pods? Okay. I just wanted to make sure of that. So I don't,

regularly go over there, but I have. And I don't smell cigarette smoke. I don't smell pot smoke. I know that there are people there who are very thankful for the apartments that they live in and the environment that they've been given, the trails, the meals, everything that goes on.

And cigarette smoking is not illegal. And so I'm concerned about, you know, those kinds of enjoyments of our elders being taken away. The smoke detectors, you know, I don't know how much those cost, but I'm concerned about, we've got all, you know, 50 units that we need to fix.

that are empty. And that's where our money, our focus, our attention, and our everything needs to be. And so when we spend time, energy on these kinds of issues, to me, it takes away from the real issues of people need housing and there's 50 homes empty. The other

issue that I do want to talk about is the GWA, and I've talked about it for about five years. And when I realized that we could exercise our sovereignty and we could determine what that money could and couldn't be determined as, including rent and a lot of other things,

And then I accidentally found out that someone's rent was increased because of the GWA payment. I put it on the business committee agenda. I wanted it to continue to be talked about because, you know, we call ourselves sovereign. And the directive from Treasury was that we could determine

whether or not to use it as income or not. I guess what my biggest disappointment is that we pay attorneys a lot of money to give us directive and poor legal advice was given to this entity and they followed it. And so now what's going to happen is my understanding as of last

Wednesday's business committee meeting. And if any of you would like to learn how to watch those meetings on your phone, I'd be more than happy to teach you. It's a one, two, three process and you can get the meeting up and you can listen to the whole thing. You can fast forward through the Pendletons and, you know, the flowers and all that and go right to the heart, the meat of it.

And so Mark W Powless gave an update last Wednesday regarding this entire issue. And it's being addressed and it's being looked at. And those people who I believe were

Wrongfully, GWA was wrongfully used as calculation in their rent. It will now be credited. And the amounts that were on there, and I didn't bring those, my notes with me today, it's a lot of money. It was a major financial

impact to people who live below the federal poverty level on this reservation. And how unfortunate. I don't currently pay rent to housing, but I care about the people who do. And I know a lot of people who do and they struggle. People struggle week to week, month to month, year to year.

raising their families along with elders who are on fixed incomes along with disability. And so I'm concerned about those kinds of people who, you know, I got corrected that they were punished, but to me, they were financially punished. So that's the reason why I came here today.

was to consider not using the general welfare assistance payments when setting rent. And I do know that on page 2 of 10 of the property and land chapter 611 law, it says on here, line 78, minimum income.

It says applicants.

shall have a current income that demonstrates the applicant will gross at a minimum $7,800. I guess I have a problem with that because some people don't have $7,800 a year, but they should be allowed to have safe, affordable housing. And maybe at the time that they apply,

They don't have that, but maybe they will if they have a roof over there getting somewhere to sleep. So I don't know where that number came from. Somebody just grabbed it out of the sky. If it's using

it again, you know, according to HUD, because, you know, I know you guys answered to somebody, we all do.

So that's using, you know, an amount, a dollar amount. And I guess I'm looking for a clarification of how that dollar amount came because say today I'm homeless and I don't have a job, but I come and apply for housing. Am I going to be eliminated from the list because I don't have $7,800 worth of income a year?

So I'm concerned about that because we do have a record number of homeless people. So those are my comments, I guess, as far as today, and then I'll be looking for this to come to public hearing. I do have one more clarification I'm looking for.

The comment was made that everybody shares the same ventilation in those pods. And so I'm concerned about that. One issue that I did have with an individual, and he is a decorated war hero, and to me, they can do no wrong. You know, he can sit there and chain smoke to your blue in the face. I can't tell him not to.

But what I did recommend that you do is to get an air purifier for his unit. And, you know, I've been looking at him around, you know, GWA is coming, go to Joe Williams, you know, people have breathing problems and see if we can't get those so that, you know, the people who do smoke,

are using, utilizing some kind of a mechanism to...

to alleviate that. You know, it would be no different than any other apartment that you move into. You move into an apartment building in Green Bay and your neighbors are cooking chorizo and the other guys are over here with curry and garlic. There is no laws preventing those people from having those smells in the hallway. That's what you

deal with when you live in public housing. And so I'm concerned, you know, about the amount of people who smoke. I don't know how much it is, how many there are. I know that there's a lot. And they're mostly guys, you know, and there's a couple of women. And so those are just, you know, some of my comments about today's public meeting. Thank you."

Scott Denny
"Well, thank you. And I just want to make sure I heard a couple of your key pieces. So of course, you're totally supporting, you know, the GWA not being counted when rent is rent rates are being calculated. And then I guess I'm hearing a little bit of a concern. I don't know if it's an opposition, but

definitely a concern about some of the things that would be related to the smoke-free.

as it would impact those that smoke and of course, those that may, similar to what Jean mentioned about having to go outside and you're just expressing, like your last comment is that, you know, in a common corridor building, that's a perfect example of, you know,

I live in apartments too. You know, and when somebody's cooking something that doesn't smell that great down the hall, there's not a whole lot I can do about it at that point, although I don't appreciate the smell myself. So that was sort of the nature of your comments.

You did mention the shared ventilation. I just want to provide a little bit of a clarity, but that would mean more so. It doesn't necessarily mean that when you have two apartment units that they share the same AC or they share the same heating. The shared ventilation is really more referenced than the common corridor because there's heat and air going through that common corridor.

as well, right? So when somebody...

cooks curry in their apartment. That smell then, of course, can come outside of that apartment via the door, right? But then it gets caught up into the ventilation system. That's why somebody down the hall can smell that because it pushes it through. That's what you're in ventilation more so.

But yeah, I mean, no unit is sharing each other's AC or or heating. Right. They're all separate."

Jean W
"That would have been terrible during COVID."

Scott Denny
"Exactly. You know, but no, it's but your example, Nancy, is exactly a good one.

where it's an illustration of what happens in a common corridor building when, you know, certain smells arise, then they make their way down the hall. And of course, others may appreciate it or not."

Mary
"Let me clarify on that. Yes, it does come through the vents.

That's why when winter comes and I have to turn the heat on, the smoke comes right through the vent with the heat. Same thing with the air. If I have to turn the air on, which I don't during the summer, it'll come, it comes through the vent. And you don't smell it in the home very often."

Scott Denny
"So, Nancy, you had your comments. Is there anybody else that has comments?"

Nancy Barton
"I just have one more thing that I wanted to add. I'm sorry, I just thought about it. You know, I do agree with what Gene said about designating certain, I don't know, units, pods, apartments, whatever it is, for smoking people. And, you know, as far as, you know, the cost of having to

clean or whatever it is when those people move out after they smoke, it couldn't be any worse than what already goes on in these housing units. And you know, we all know what goes on and the amount of time and energy and money that it takes to renovate them. And so I don't think using smoking as a you know, reason for that could be, you know, an issue. I think accommodating your customers, you know, those are your customers, they pay you, hopefully, they don't. Yes, well, anyway, you know, I just wanted to add that accommodating people,

You know, you might not like it. I don't like a lot of things people do either, but that's just the way it is."

CHD Response

Oneida GWA is a form of public assistance that comes specifically from the Oneida Nation to our membership. Prior to being identified as GWA, an annual allocation of money was supplied to Oneida members as a Per Capita payment.

Per Capita has always been counted as income for federal housing programs based on the federal definition of countable income identified in 24 CFR Part 5.609. The only exception pertaining to Oneida Per Capita payments was the $5,000/$10,000 payment that occurred several years ago. Because the $5,000/$10,000 payment was a one-time payment and not recurring annually, under 24 CFR Part 5.609 the payment was considered a one-time lump sum payment and therefore not countable.

As a form of public assistance, Oneida GWA is considered countable income pursuant to 24 CFR Part 5.609. Other forms of public assistance are also required to be counted – Temporary Assistance for Needy Families (TANF), Wisconsin General Assistance, Wisconsin Job (W-2), etc.

The counting of Oneida GWA or Oneida Per Capita has nothing to do with the form of payments taxable status. Various federally funded programs are subject to various regulations. HUD funded housing assistance programs are subject to 24 CFR Part 5.609. Both Oneida Per Capita and Oneida GWA are countable income pursuant to 24 CFR Part 5.609.

CHD's research pertaining to Oneida GWA began far before OBC actions were taken to have the GM (CEO) pursue how to not have Oneida GWA counted as income. As research continued and findings evaluated, it was identified that Oneida GWA, although required to be counted for HUD funded program eligibility, within the Native American Housing Assistance and Self-Determination Act (NAHASDA) there was a way to exclude Oneida GWA when calculating income-based rents.

Under NAHASDA Section 4 several income adjustments are defined, with CHD currently applying applicable adjustments to each household's income-based rent rate calculation. Pursuant to Section 4(1)(G) Other Amounts - Such other amounts as may be provided in the

Indian housing plan for an Indian tribe; CHD will exclude Oneida GWA when calculating a household's income-based rental rate.

To execute using NAHASDA, Section 4(1)(G) to exclude Oneida GWA when calculating income-based rent rates, CHD is required to place this in our policy/rule and modify our Indian Housing Plan (IHP), both of which CHD is currently pursuing.

Scott Denny
Sure, sure.

So, um...

Anybody else?

Jean M
"I quit smoking."

Scott Denny
"Good for you, good for you, good for you."

Nancy Barton
Nancy Barton
"I'm not shaming you. Do you want me to be your non-smoking coach?"

Jean W
"No, no. I have tried to quit so many times."

Nancy Barton
"We'll start walking.

When's the last time you tried?"

Jean W
this morning! I mean, if the phone rings, it's over with.

Scott Denny
"So is there any additional comments related to the change at this point?

Are We good? So I'll go ahead and we're still recording. I do have a closing that I go through. And what is the time right now? 10:42 AM?

Okay, so with all registered speakers having provided comments, CHD thanks you for your participation. The public meeting for rule #2, income-based rental program eligibility, selection, and other requirements is now closed at 1042 A.m.

Thank you very much."

Comprehensive Housing Division
Public Meeting – Written Comment Response Memorandum
Rule No. 2 – Income Based Rental Program Eligibility, Selection and Other Requirements
Comprehensive Housing Division Conference Room
Public Meeting held August 18, 2026, 10:00 a.m.

Throughout this document, all text in **black** is the public meeting transcript and all text in **green** is the Comprehensive Housing Division response to the public meeting comments.

From: Marena Bridges
To: Scott J. Denny
Subject: Public Comment – Landlord-Tenant Rule No. 2 Amendments
Date: Sunday, August 16, 2026 10:06:05 AM

Good morning,

I am submitting the following public comment regarding the proposed amendments to Landlord-Tenant Rule No. 2 – Income Based Rental Program Eligibility, Selection and Other Requirements.

I support the proposed amendments, particularly the treatment of General Welfare Assistance payments. Allowing GWA payments to count toward the minimum-income eligibility requirement while excluding those payments when calculating income-based rent appropriately recognizes GWA as a resource available to households without effectively reducing that assistance through increased housing costs.

I also support the proposed smoke-free requirement for buildings with common corridors or shared ventilation systems as a reasonable measure to protect residents from involuntary exposure to secondhand smoke.

I would, however, recommend correcting the Statement of Effect before final adoption. The proposed rule states that Comprehensive Housing Division staff "may not consider" income attributable to GWA payments when setting rents. The Statement of Effect instead states that the amendment provides CHD with the "option" to consider GWA when setting rents. These statements appear inconsistent, and the Statement of Effect should accurately reflect the language and intended effect of the rule.

I also want to raise a broader concern regarding the $7,800 minimum-income requirement. I recognize that reconsideration of the minimum-income requirement itself is beyond the scope of the amendments currently presented for public comment, and I am not suggesting that it can necessarily be addressed through this particular rulemaking. However, because the proposed amendment directly addresses what income may be used to satisfy that requirement, I believe it is worth placing this concern on the record.

I continue to question the underlying policy rationale for requiring a minimum income for participation in a program specifically intended to provide affordable housing to low-income Tribal households. I understand that one rationale for the requirement has been concern that households with extremely low incomes may be unable to afford utilities and could

consequently face housing instability or eviction. In my view, however, excluding the lowest income households from income-based housing does not resolve the underlying problem of utility affordability.

I would encourage CHD, in a future review of this rule, to reconsider whether the minimum income requirement is necessary and whether the concern it is intended to address could be handled more directly through the structure of the housing program. For example, some CHD income-based housing already includes utilities. CHD could consider whether utilities could be included more broadly in income-based housing, or whether other utility assistance or affordability mechanisms could better protect extremely low-income households from housing instability without making a minimum level of income a condition of access to affordable housing.

More fundamentally, I believe it is worth examining whether a household should be considered too poor to qualify for a low-income housing program and what housing options remain available to otherwise eligible Tribal households that fall below the $7,800 threshold. Again, I recognize that this broader issue exceeds the scope of the amendments currently under consideration. I nevertheless hope CHD will consider revisiting the minimum-income requirement in a future rulemaking process.

Yaw^ko for the opportunity to provide public comment.
Best,
Marena Bridges, PhD (she/her/hers)

CHD Response

With your support for both GWA being excluded when calculating income-based rent rates and smoke free common corridor buildings, you are encouraged to review CHD's written responses to verbal comments provided at the August 18, 2026, Public Meeting.

CHD will forward your comment to LOC regarding the Statement of Effect (SOE), a document drafted by LOC.

October 2026

LOC

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sep 27	28	29	30	1 OBC Work Session	2	3
4	5	6 9 AM LOC Work Session: L 10:30 AM Administrative R	7 8:30 AM LOC Prep Meeti 9 AM Legislative Operat	8	9	10
11	12 10 AM Sanctions and Pena 1 PM Permanent Probate L 3 PM Marriage Law Amenc	13	14	15	16	17
18	19 1:30 PM Sanctions and Pen	20	21 8:30 AM LOC Prep Meeti 9 AM Legislative Operat 1:30 PM Election Law Amer	22 2:30 PM All-Terrain Vehicle	23 1:30 PM Oneida Personnel	24
25	26	27	28	29	30	31