



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

Oneida Tribe of Indians of Wisconsin



UGWA OENDIUM YATENE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the Colony of Pennsylvania, a new nation, the United States was made possible.

Phone: 869-2752



De Pere, WI 54115

RESOLUTION NO. 9-8-81A

- WHEREAS: The Oneida Land Committee and Land Office have been delegated the responsibility to administer Tribal Lands including residential, agricultural and commercial leases and assignments, and
- WHEREAS: The existing Tribal Ordinances, regulating use of Tribal lands are not effective and in need of revision, and
- WHEREAS: The Land Committee and Land Office have been impeded in carrying out their responsibility efficiently due to the lack of explicit direction in the Tribal Ordinances and certain "unwritten policies" pertaining to lease or assignment of Tribal lands, and
- WHEREAS: The Oneida Business Committee has directed the Oneida Law Office to develop, for their approval, a policy designed to guide the Land Committee and Land Office in administering Tribal lands and which policy would further terminate any unwritten Tribal practices previously followed, and
- WHEREAS: The attached policy has been developed by the Oneida Law Office with the Oneida Land Committee and Land Office to improve the administration of Tribal lands.

NOW THEREFORE BE IT RESOLVED: That the attached policy is hereby adopted and shall govern the administration of Tribal lands by the Oneida Land Office, and that this policy shall supercede all other previous policies, written or unwritten.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 9 members, constituting a quorum were present at a meeting duly called, noticed and held on the 8th day of September, 1981; that the foregoing resolution was duly adopted at such meeting by a vote of 8 for, and 0 members against, 0 members not voting; and that said resolution has not been rescinded or amended in any way.

Wanda Webster
WANDA WEBSTER - TRIBAL SECRETARY

OUTLINE OF TRIBAL
LAND POLICY

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ONEIDA TRIBAL LAND POLICY

I. PURPOSE

This policy has been developed as a means of administering only Internal Tribal land transactions that are now carried out by the Tribal Land Office, the Land Committee, and the Oneida Business Committee. This policy is to be reviewed annually from the date it is adopted, or as required by the Business Committee or Oneida General Tribal Council. This policy shall supercede all prior written or unwritten policies and practices including the Moratorium adopted by the Business Committee. This policy does not affect existing legal rights of lessees or assignees of Tribal land.

II. DEFINITIONS

1. Assignment of Tribal Lands - shall mean the formal transfer of the interest of the Oneida Tribe in its land to a qualified Tribal member, by a proper agreement.
2. Lease - shall mean an agreement whereby the Oneida Tribe conveys a leasehold interest in land to a qualified Tribal member for a specific term of years.
3. Survival Rights - shall mean legal interests in property that can survive the death of a party to a tribal assignment or lease.
4. Notice - shall mean the right of a party to an agreement to be notified of a right to do or not do something under the terms of a Tribal agreement, ordinance, or other applicable law.
5. Procedure - shall mean the processes by which this policy is implemented.
6. Improvements - shall mean permanent or fixed structures erected upon, connected with or beneath the surface of Tribal land

7. Agriculture - shall mean growing of crops, live stock, and other activities associated with farming.
8. Contracts - shall mean valid written legal instruments which bind both parties and defines the obligations of each.
9. Estates in Land on the Reservation - shall include all land within the exterior boundaries of the Oneida Reservation as defined in the 1838 Treaty:
 - a. Fee - Taxable - land that is currently on the tax rolls of the local counties, whether owned by Indians or Non-Indians.
 - b. Heirship - original allotted land that has never lost its trust status and still held by decendants of the original allottee.
 - c. Homestead - this is a legal status created by state law by which dwelling residence and surrounding land up to 40 acres are protected from certain classes of creditors under statutorily prescribed conditions.
 - d. Indian Fee - land to which the Tribe or Tribal members have fee title and for which state and local taxes are paid.
 - e. Individual trust - land held in trust by the United States for an individual Tribal member which land is non-taxable by states or local governments.
 - f. Redeemed - land purchased by the United States pursuant to the IRA, held in trust for the Tribe, with a life estate granted to the tenant.
 - g. Tribal Trust - land which is held by the United States in trust for the Tribe.
10. Constitution - shall mean the Oneida Tribal Constitution.
11. Variances - shall mean uses not permitted or authorized by law, or contract agreements.
12. Waste - shall mean the deterioration of property by misuse, non-use, or the accumulation of debris.
13. Tribal member - shall mean a person duly enrolled pursuant to the Tribal Constitution, or otherwise accepted pursuant to Tribal law.
14. Residential - shall mean or pertain to the residence of a Tribal member on Tribal land pursuant to a lawful agreement.

15. Commercial - Shall mean for profit business ventures conducted on Tribal lands.
16. Sub Lease - A transaction whereby a lessee grants an interest in their leasehold less than their own to a third party, which interest is limited in duration to the lease term and executed with the approval of a Tribe.

III. POLICIES

The Oneida Land Office and Land Committee shall administer on behalf of the Tribe only Tribe trust (g. above) and Redemed (f. above) land pursuant to applicable law and this policy.

A. GENERAL

1. All procedures and practices shall be governed by all applicable written terms of leases, assignments, or agreements; written Tribal Ordinances; the Tribal Constitution; and 25 C.F.R. regulations.
2. Variances - are not permitted except by Tribal approval.
3. Leasehold Interests may not be assigned, released, subleased, or sold by the lessee without the express PRIOR permission of the Tribe. (Refer to Definition)
4. Leased or assigned Lands return to the use of the Tribe at the expiration or termination of the lease or assignment. Survival beneficiaries of improvements must be named pursuant to III. A.7., p. 4, below.
5. Sale of Improvements or members, residences, house trailers, or any other structure in which people reside shall not be deemed a sale or sublease, assignment or release of the land site.
6. Any Tribal member who leases Tribal land shall inform the Tribe of the intent to sell improvements, trailers and homes, to anyone. The seller must also inform the buyer that interest in Tribal land can only be transferred or conveyed by the Oneida Tribe through its Land Committee and Business Committee.
7. Survival benefits are never to be implied and exist only pursuant to terms of an approved lease agreement and/or a valid legal instrument. (Refer to Definition II. 3, p. 2)

8. Tribal lands administered by other than lease or other agreement are to be administered as month-to-month rental units unless otherwise provided by the Business Committee.
9. Lease assigned land that returns to the Tribe by expiration or termination of the term shall be in the same or improved status as at the commencement of the agreement.
10. It is the goal of the Oneida Tribe that Tribal laws and policies affecting tribal land upon which individual members reside, including land administered by the Oneida Housing Authority, shall be consistent with one another.

B. PROCEDURE

1. Notice shall issue to all lessees, assignees, and other holders of Tribal lands of these policies. Include copy with executed agreements, mailed to all lessees and assignees of Tribal lands.
2. Any adverse action under Tribal Ordinances, policies and procedures shall be commenced only at the instance of the Business Committee, after the Land Committee has provided a written factual basis upon which they may act.
3. Persons applying for Tribal leases are to be listed in the chronological order in which they apply. Such list is to be kept current by the Land Officer and overseen by the Land Committee.
4. Upon written notice by registered U.S. Mail of available lease site, applicants shall respond within 30 days. No response will be deemed a refusal and shall be so recorded in the minutes of the next regular Land Committee meeting.
5. All notices shall be in writing, signed and dated.
6. Whenever practical, time shall be computed so as to require action during business hours on regular working days of the Tribal offices.
7. The Land Committee shall form a grievance board whenever complaints are made, concerning leased or assigned lands under their control. A grievance board of not less than three Land Committee members shall receive and investigate written complaints, disputes and lease violations, under these policies and procedures and shall report findings and/or make recommendations to the Land Committee at the next meeting thereof. Where the Land Committee cannot satisfactorily resolve a dispute, the same shall be brought before the Business Committee at a special meeting called thereof.

8. The Business Committee upon receipt of notice from the Land Committee of a complaint, dispute or violation that has not been resolved, shall determine whether a hearing shall be held. If deemed necessary by the Business Committee, a hearing shall be scheduled at which the disputants, or their representatives may present evidence or argument on their own behalf. The Business Committee shall allow disputants no less than ten working days to present further written material in their behalf. The Business Committee will within 60 days render a written decision to the disputants and such decision will be final.
9. All required paymentst to the Tribe will be prompt. Where arrearage occurs in excess of one month, such incidences shall be factually verified and a written demand shall issue to the responsible person who will be permitted one month to become current. If after such time, there exists an outstanding arrearage, such arrearage will be reported to the Business Committee with recommendations, if any. Then B.2 shall apply.

IV. OTHER RELATED MATTERS

A. RESIDENTIAL LEASES

1. Residential Lease - Terms are to be construed in favor of the Tribe.

B. AGRICULTURAL LEASES

1. Shall be strictly construed and used by Lessees in conformity with lease terms and local agricultural practices.

The Lease Process

The Tribe has an important role in controlling wastewater materials on Tribal lands in its processing of lease agreements. The Tribe can avert environmental damage and potential health hazards by enforcing fundamental sanitary principles. In accordance with this the Tribe should develop the following procedure.

- A clause shall be added to the lease process to insure the establishment of proper waste treatment. This clause will state that the preliminary Guidelines for Domestic Sewage Treatment and Disposal Systems shall be met or other proof of proper waste treatment must be provided before a lease contract is authorized.