

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Meeting Materials October 12, 2016

Open Session

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the following 610 pages are the Open Session meeting materials presented at a meeting duly called, noticed and held on the 12th day of October, 2016.

A handwritten signature in blue ink that reads "Lisa Summers". The signature is written in a cursive style and is positioned above a horizontal line.

Lisa Summers, Tribal Secretary
Oneida Business Committee



Oneida Business Committee

Executive Session

9:00 a.m. Tuesday, October 11, 2016

Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting

9:00 a.m. Wednesday, October 12, 2016

BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

To get a copy of the agenda, go to: oneida-nsn.gov/government/business-committee/agendas-packets/

I. CALL TO ORDER AND ROLL CALL

II. OPENING

III. ADOPT THE AGENDA

IV. OATHS OF OFFICE

A. Oneida Family Court Judge – Marcus S. Zelenski

V. MINUTES

A. Approve September 28, 2016, regular meeting minutes

Sponsor: Lisa Summers, Tribal Secretary

B. Approve September 30, 2016, special meeting minutes

Sponsor: Lisa Summers, Tribal Secretary

VI. RESOLUTIONS

A. Adopt resolution entitled Eviction and Termination Law

Sponsor: Councilman Brandon Stevens, Chair/Legislative Operating Committee

B. Adopt resolution entitled Defining Comprehensive Housing Division in the Eviction and Termination Law

Sponsor: Councilman Brandon Stevens, Chair/Legislative Operating Committee

C. Adopt resolution entitled Landlord-Tenant Law

Sponsor: Councilman Brandon Stevens, Chair/Legislative Operating Committee

D. Adopt resolution entitled Defining Comprehensive Housing Division in the Landlord-Tenant Law

Sponsor: Councilman Brandon Stevens, Chair/Legislative Operating Committee

E. Adopt resolution entitled Vendor Licensing Law Amendments

Sponsor: Councilman Brandon Stevens, Chair/Legislative Operating Committee

VII. APPOINTMENTS**A. Approve recommendation to appoint Weldon "Ted" Hawk to the Environmental Resources Board**

Sponsor: Tina Danforth, Tribal Chairwoman

B. Approve recommendation to appoint Felicia Bernhardt to the Southeastern Oneida Tribal Services Advisory Board

Sponsor: Tina Danforth, Tribal Chairwoman

VIII. STANDING COMMITTEES**A. Finance Committee**

Sponsor: Trish King, Tribal Treasurer

1. Approve October 3, 2016, Finance Committee meeting minutes**IX. UNFINISHED BUSINESS****A. Review final report and accept recommendation regarding Medicare Part B Research**

Sponsors: Debra Danforth Division Director/Comprehensive Health Operations; Dr. Ravinder Vir, Division Director/Medical Operations

EXCERPT FROM APRIL 08, 2015: Motion by Melinda J. Danforth to defer the Medicare Part B research back to the Comprehensive Health Division Directors and to comeback with a report in 90 days that researches the opportunities we would have to provide insurance to those individuals of 65 and over that are Oneida Tribal members and have a work meeting with the directors to clarify and develop the scope, seconded by Lisa Summers. Motion carried unanimously

EXCERPT FROM FEBRUARY 11, 2015: Motion by Melinda Danforth to accept the Oneida Nation Commission on Aging report and that the request from ONCOA regarding researching whether or not the Tribe should pay for Medicare Part B benefits for Tribal members who use the Oneida Health Center be assigned to the Comprehensive Health Division Directors to research and bring back in 60 days, seconded by Lisa Summers. Motion carried unanimously.

B. Review update regarding vacancies and appointment recommendations regarding Oneida Personnel Commission (Not submitted)

Sponsor: Tina Danforth, Tribal Chairwoman

EXCERPT FROM SEPTEMBER 14, 2016: Motion by Lisa Summers to defer this item back to Chair's Office regarding the (2) two Oneida Personnel Commission vacancies not filled through posting #3 which had the deadline of June 20, 2016, and the one (1) vacancy not filled through posting #4 which had the deadline of July 15, 2016; and to request clarifications be brought back to the October 12, 2016, regular Business Committee, seconded by Tehassi Hill. Motion carried with two abstentions.

EXCERPT FROM AUGUST 24, 2016: (1) Motion by David Jordan to approve the recommendation to appoint Leland Wigg-Ninham, Eric Krawczyk, and Jennifer L. Hill to Oneida Personnel Commission, seconded by Melinda J. Danforth. Motion carried with one abstention. (2) Amendment to the main motion by Lisa Summers to direct the Tribal Secretary to bring back a chronology of events for these particular vacancies for information to the Business Committee, seconded by Jennifer Webster. Motion carried unanimously.

X. NEW BUSINESS

A. Approve request from Environmental Resources Board to support Menominee Nation in opposing the Back Forty Mine

Chair: Marlene Garvey; Environmental Resources Board
Liaison: Tehassi Hill, Councilman

B. Approve annual Gaming Facilities Compliance Inspections; and request a letter be drafted by Tribal Secretary certifying approved request

Sponsor: Troy Parr, Division Director/Development

C. Approve changes to the Rules of Play – Poker which were adopted by Oneida Gaming Commission on September 30, 2016

Chair: Mark A. Powless Sr.
Liaison: Brandon Stevens, Councilman

D. Approve request from Oneida Nation School Board regarding the Final Settlement Agreement in the Ramah Navajo Chapter, et al., v. Jewell case

Chair: Debra Danforth; Oneida Nation School Board
Liaison: Fawn Billie, Councilwoman

E. Approve limited waiver of sovereign immunity – Wisconsin Public Service – contract # 2016-1143 for CIP project # 14-008 Uskah Village Infrastructure

Sponsor: James Petitjean, Interim Assistant Division Director/Development

F. Approve three (3) requests regarding 2017 Oneida Business Committee Standing Meeting Schedule

Sponsor: Lisa Summers, Tribal Secretary

G. Approve 2017 Quarterly Report Schedule; and direct Tribal Secretary to provide notification of schedule to Boards, Committees, and Commissions, Standing Committees, and Corporate Boards no later than December 1, 2016

Sponsor: Lisa Summers, Tribal Secretary

H. Approve limited waiver of sovereign immunity – CNH America LLC-CHN Industrial Capital – contract # 2016-0973

Sponsor: Larry Barton, Chief Financial Officer

XI. TRAVEL

A. TRAVEL REPORTS

- 1. Accept travel report – Councilman David Jordan – 34th Annual Native American Finance Officers Association (NAFOA) conference – Phoenix, AZ – April 17-20, 2016**

2. **Accept travel report – Councilman David Jordan – Democratic National Convention – Philadelphia, PA – July 24-29, 2016**

B. TRAVEL REQUESTS

1. **Enter E-Poll results into the record in accordance with BC SOP Conducting Electronic Voting**
Sponsor: Lisa Summers, Tribal Secretary
 - a. **Approved travel request – Councilman Brandon Stevens – White House Tribal Nations conference – Washington D.C. – September 25-27, 2016**
Requestor: Brandon Stevens, Councilman

XII. REPORTS *(This section of the agenda is scheduled to begin at 1:30 p.m.)*

A. OPERATIONAL REPORTS

1. **Accept Development Division FY '16 4th quarter report**
(1:30 p.m.-1:50 p.m.)
Sponsors: Troy Parr, Division Director/Development; Jacque Boyle, Interim Assistant Division Director/Operations; Scott Cottrell, Utilities Manager
2. **Accept Environmental Health & Safety Division FY '16 4th quarter report**
(1:50 p.m.-2:10 p.m.)
Sponsor: Patrick Pelky, Division Director/Environmental Health & Safety
3. **Accept Division of Land Management FY '16 4th quarter report**
(2:10 p.m.-2:30 p.m.)
Sponsor: Patrick Pelky, Division Director/Land Management

B. BOARDS, COMMITTEES, AND COMMISSIONS

1. **Accept Anna John Residential Centered Care Community Board FY '16 4th quarter report** *(2:30 p.m.-2:45 p.m.)*
Chair: Candace House
Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman
2. **Defer Oneida Nation Arts Board FY '16 4th quarter report to the October 26, 2016, regular Business Committee meeting**
Chair-Elect: Dawn Walschinski
Liaison: Jennifer Webster, Councilwoman

XIII. GENERAL TRIBAL COUNCIL *(To obtain a copy of Members Only Materials, please visit the BC Support Office, located on the 2nd floor of the Norbert Hill Center and present Tribal I.D. card)*

- A. **Schedule the 2nd reconvened special General Tribal Council meeting**
Sponsor: Lisa Summers, Tribal Secretary
- B. **Approve reprint and mailing of meeting materials for the 2nd reconvened special General Tribal Council meeting**
Sponsor: Lisa Summers, Tribal Secretary

XIV. EXECUTIVE SESSION**A. REPORTS**

1. **Accept Chief Counsel report** – Jo Anne House, Chief Counsel

B. STANDING ITEMS

1. **Land Claims Strategy** (*No Requested Action*)

C. UNFINISHED BUSINESS

1. **Review report regarding request from Tribal Member's concern over depletion of Bureau of Indian Affairs – General Assistant Grant funds** (*Not submitted*)

Sponsors: Chris Johns, Coordinator/Self-Governance; Liz Somers, Division Director/Governmental Services

EXCERPT FROM AUGUST 24 & 29, 2016: (1) Motion by Jennifer Webster to accept the request as information; and to request the Governmental Services Division and Self-Governance Director to provide a report, seconded by Lisa Summers. Motion carried unanimously. (2) Amendment to the main motion by Lisa Summers to defer this item to a Business Committee Officer's for continued monitoring and follow-up; and to request the initial report be brought back within thirty (30) days, seconded by Tehassi Hill. Motion carried unanimously.

EXCERPT FROM AUGUST 10, 2016: Motion by Trish King to defer the remaining agenda items to the August 24, 2016, regular Business Committee meeting..., seconded by Lisa Summers. Motion carried unanimously.

D. NEW BUSINESS

1. **Accept update regarding white corn crop damage as information**
(*This item is scheduled to begin at 9:00 a.m.*)

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

2. **Review concern regarding safety and lockdown procedures at Skenandoah building and determine next steps**

(*This item is scheduled to begin at 9:30 a.m.*)

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

3. **Accept update regarding Department of Public Works HVAC contracts as information**
(*This item is scheduled to begin at 10:00 a.m.*)

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

4. **Review close-out report regarding 340-B certification and determine next steps**
(*This item is scheduled to begin at 10:30 a.m.*)

Sponsors: Debra Danforth Division Director/Comprehensive Health Operations; Dr. Ravinder Vir, Division Director/Medical Operations

5. **Approve limited waiver of sovereign immunity – Fredericks Peebles & Morgan LLP – contract # 2016-1076**

(*This item is scheduled to begin at 11:00 a.m.*)

Chair: Debra Danforth; Oneida Nation School Board

Liaison: Fawn Billie, Councilwoman

- 6. Review submission regarding complaint # 2016-DR07-01**
(This item is scheduled to begin at 11:30 a.m.)
Sponsor: Lisa Summers, Tribal Secretary
- 7. Review proposed Economic Development Structure and determine next steps**
(This item is scheduled to begin at 1:30 p.m.)
Sponsor: Troy Parr, Division Director/Development
- 8. Approve limited waiver of sovereign immunity – Wisconsin Division of Transportation – Sealed Bid for Purchase of Excess Highway Property – contract # 2016-1123**
(This item is scheduled to begin at 2:30 p.m.)
Sponsor: Patrick Pelky, Division Director/Land Management
- 9. Review and accept concern # 2016-CC-17 as information**
Sponsor: Tina Danforth, Tribal Chairwoman
- 10. Review concern # 2016-CC-18 and determine next steps**
Sponsor: Tina Danforth, Tribal Chairwoman
- 11. Review item regarding Ancillary Facilities and determine next steps**
Sponsor: Tina Danforth, Tribal Chairwoman
- 12. Discuss Self-Governance Coordinator succession planning and determine next steps**
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman
- 13. Review update regarding Tribal Ombudsman**
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman
- 14. Approve request for title change of Medical Director to Comprehensive Health Division Director-Medical**
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman
- 15. Discuss performance expectations for new Direct Reports**
Sponsor: Trish King, Tribal Treasurer
- 16. Review complaint # 2016-DR06-05 and determine next steps**
Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman
- 17. Approve limited waiver of sovereign immunity – PoliticalCalling.com – contract # 2016-1128**
Sponsor: Nathan King, Director/Intergovernmental Affairs & Communications

XV. ADJOURN

Posted on the Oneida Nation's official website, www.oneida-nsn.gov, at 4:30 p.m., on Friday, October 7, 2016, pursuant to the Open Records and Open Meetings Law, section 7.17-1.

The meeting packet of the open session materials for this meeting is available by going to the Oneida Nation's official website at: <https://oneida-nsn.gov/government/business-committee/agendas-packets/>

For information about this meeting, please call the Business Committee Support Office at (920) 869-4364 or (800) 236-2214.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Other

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.


Business Committee signature required


4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Robert J. Collins, II, Family Court Judge 
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Raeann Skenandore, Court Administrator-Oneida Judiciary 
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Oneida Family Court: Marcus S. Zelenski, new contracted Judge to replace outgoing Judge Robert J. Collins, II.
Administration of oath required as soon as possible after start date of October 5, 2016.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA TRIBE OF INDIANS OF WISCONSIN

OATH OF OFFICE FOR THE ONEIDA JUDICIARY-FAMILY COURT

I, Marcus Zelenski, hereby promise to uphold the Tribal Constitution and the laws and ordinances of the Oneida Nation.

I affirm that I will abide by the Canons of Judicial Conduct and impartially apply the law and administer justice.

I will perform my duties to the best of my ability and on behalf of the Oneida people with honor, respect, dignity, and sincerity, and will maintain confidentiality at all times

I will carry out the duties and responsibilities as the Family Court Judge of the Oneida Judiciary and will promote and protect the best interests of the Oneida Nation with fair, harmonious, and peaceful resolution of all matters affecting both members and non-members and the Nation's posterity.

I will faithfully discharge the duties of the office of which I am sworn.



Dated this 12th day of October, 2016

Cristina Danforth, Chairwoman
Oneida Nation

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve September 28, 2016, regular meetings minutes

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="September 28, 2016, regular meetings minutes"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Heather Heuer, Info. Mgmt. Spec./BC Support Office
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee

Executive Session

9:00 a.m. Tuesday, September 27, 2016

Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting

9:00 a.m. Wednesday, September 28, 2016

BC Conference Room, 2nd floor, Norbert Hill Center

Minutes – DRAFT

EXECUTIVE SESSION

Present: Vice-Chairwoman Melinda J. Danforth, Council members: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster;

Not Present: Chairwoman Tina Danforth, Treasurer Trish King, Secretary Lisa Summers, Councilman Brandon Stevens;

Arrived at: ;

Others present: Jo Anne House, Lisa Liggins, Larry Barton, Danelle Wilson, Janice Skenandore-Hirth, Josh Doxtator, Justin Fox, Kelly McAnally, Patrick Pelky, Geraldine Danforth, Jennifer Garcia, Nathan King, Bobbi Webster, Liz Somers, Michele Doxtator;

REGULAR MEETING

Present: Vice-Chairwoman Melinda J. Danforth, Secretary Lisa Summers, Council members: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster;

Not Present: Chairwoman Tina Danforth, Treasurer Trish King;

Arrived at: ;

Others present: Brad Graham, Bill Graham, Jessica Wallenfang, RC Metoxen, Jo Anne House, Heather Heuer, Dawn Walschinski, Chris Johns, Chris Johnson, Sandy Sieloff, Madelyn Genskow, Laura Manthe, Jen Falck, Wesley Martin Jr., Melinda K. Danforth, Ed Delgado, Frank Cornelius, Larry Barton, Dawn Moon-Kopetsky, LouAnn Green, Debra Danforth, Taniquelle Thurner, Patrick Pelky, Brian Doxtator, Susan White, Paul Witek, James Petitjean, Chaz Wheelock, Dale Wheelock, Cathy Metoxen, Cheryl Skolaski, Troy Parr, Lisa Liggins, Rich Vanboxtel, Liz Somers, Bonnie Pigman, Gina Buenrostro, Justin Fox, Michele Doxtator, Karen Smith, Kathy Metoxen, Paul Killian;

I. CALL TO ORDER AND ROLL CALL by Vice-Chairwoman Melinda J. Danforth at 9:00 a.m.

For the record: Chairwoman Tina Danforth is away on travel attending the White House Tribal Nations Conference in Washington D.C. Treasurer Trish King is out of the office on personal time. Secretary Lisa Summers is excused at 3:30 p.m. for a personal appointment.

II. OPENING by Councilman Tehassi Hill

~~A. Presentation of grant award to Pulaski School District for Oneida Language class~~

~~Sponsor: Lisa Summers, Tribal Secretary~~

Item deleted at adoption of the agenda.

III. ADOPT THE AGENDA (00:04:02)

Motion by Lisa Summers to adopt the agenda with the following with the following changes: [Delete item 2.A. Presentation of grant award to Pulaski School District for Oneida Language class; Add Executive Session – New Business item “Review concern # 2016-CC-13”; Add Executive Session – New Business item “Review concern # 2016-CC-14”; Add Executive Session – New Business “Review concern # 2016-CC-16”; and Revise the title of Executive Session – New Business item 14E.03 to include reference tracking # “2016-CC-15”], seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers,
Jennifer Webster
Not Present: Tina Danforth, Trish King

IV. OATHS OF OFFICE (00:10:32) administered by Secretary Lisa Summers

A. Oneida Child Protective Board – Melinda K. Danforth and Wesley Martin Jr.

V. MINUTES (00:12:40)

A. Approve September 14, 2016, regular meeting minutes

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to approve the September 14, 2016, regular meeting minutes, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers,
Jennifer Webster
Not Present: Tina Danforth, Trish King

VI. RESOLUTIONS (00:13:00)

A. Adopt resolution titled Extending Multi-Year Funding Agreement (MYFA) – Oneida Nation and U.S. Dept. of the Interior’s Bureau of Indian Affairs (DOI/BIA) – Calendar Years 2017 through 2021

Sponsor: Chris John, Coordinator/Self-Governance

Motion by Lisa Summers to adopt resolution # 09-28-16-A Extending Multi-Year Funding Agreement (MYFA) – Oneida Nation and U.S. Dept. of the Interior’s Bureau of Indian Affairs (DOI/BIA) – Calendar Years 2017 through 2021 noting the following change: [Revise the fourth Whereas mission statement needs to reflect the mission statement of the Oneida Nation], seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers,
Jennifer Webster
Not Present: Tina Danforth, Trish King

Motion by Lisa Summers to direct the Fee-to-Trust Memorandum of Understanding be sent to the October 18, 2016, Business Committee work meeting for further processing of next steps, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers,
Jennifer Webster
Not Present: Tina Danforth, Trish King

B. Adopt resolution titled Assignment of Return on Investment from Oneida Total Integrated Enterprises to Economic Development and Diversification

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to adopt resolution # 09-28-16-B Assignment of Return on Investment from Oneida Total Integrated Enterprises to Economic Development and Diversification, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers,
Jennifer Webster
Not Present: Tina Danforth, Trish King

VII. STANDING COMMITTEES

A. Legislative Operating Committee

Sponsor: Councilman Brandon Stevens, Chair

1. Accept Legislative Operating Committee FY '16 3rd quarter report (00:56:12)

Motion by Brandon Stevens to accept the Legislative Operating Committee FY '16 3rd quarter report, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers,
Jennifer Webster
Not Present: Tina Danforth, Trish King

2. Accept September 21, 2016, Legislative Operating Committee meeting minutes (4:48:26)

Motion by Fawn Billie to accept the September 21, 2016, Legislative Operating Committee meeting minutes, Legislative Operating Committee meeting minutes, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster
Not Present: Tina Danforth, Trish King, Lisa Summers

B. Finance Committee

Sponsor: Tribal Treasurer Trish King, Chair

1. Accept Finance Committee FY '16 3rd quarter report (4:49:03)

Motion by David Jordan to accept the Finance Committee FY '16 3rd quarter report, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster
Not Present: Tina Danforth, Trish King, Lisa Summers

Secretary Lisa Summers departs at 3:08 p.m.

2. Approve September 19, 2016, Finance Committee meeting minutes (4:50:05)

Motion by David Jordan to approve the September 19, 2016, Finance Committee meeting minutes, seconded by Brandon Stevens. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens
Abstained: Jennifer Webster
Not Present: Tina Danforth, Trish King, Lisa Summers

3. Approve recommendations regarding request for procedural exception to the Asset Disposal Policy (4:59:23)

Motion by Jennifer Webster to deny the request and refer the member to the Asset Disposal Policy, seconded by David Jordan. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster
Not Present: Tina Danforth, Trish King, Lisa Summers

C. Community Development Planning Committee

Sponsor: Vice-Chairwoman Melinda J. Danforth, Chair

1. Accept Community Development Planning Committee FY '16 3rd quarter report (5:18:15)

Motion by David Jordan to accept the Community Development Planning Committee FY '16 3rd quarter report, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster
Not Present: Tina Danforth, Trish King, Lisa Summers

D. Quality of Life Committee

Sponsor: Councilwoman Fawn Billie, Chair

1. Accept Quality of Life Committee FY '16 3rd quarter report (5:31:52)

Motion by Jennifer Webster to accept the Quality of Life Committee FY '16 3rd quarter report, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster
Not Present: Tina Danforth, Trish King, Lisa Summers

2. Accept June 9, 2016, Quality of Life Committee meeting minutes (5:32:27)

Motion by David Jordan to accept the June 9, 2016, Quality of Life Committee meeting minutes, seconded by Fawn Billie. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens
Abstained: Jennifer Webster
Not Present: Tina Danforth, Trish King, Lisa Summers

3. Accept July 14, 2016, Quality of Life Committee meeting minutes (5:32:54)

Motion by David Jordan to accept the July 14, 2016, Quality of Life Committee meeting minutes, seconded by Fawn Billie. Motion carried with one abstention:

Ayes: Fawn Billie, David Jordan, Brandon Stevens, Jennifer Webster
Abstained: Tehassi Hill
Not Present: Tina Danforth, Trish King, Lisa Summers

VIII. STANDING ITEMS (1:07:50)

Councilman Tehassi Hill departs at 10:09 a.m.

Councilman Tehassi Hill returns at 10:12 a.m.

A. Review update regarding Work Plan for Cemetery Improvements project # 14-002 and approve recommendations (*This item is scheduled to begin at 10:00 a.m.*)

Sponsor: James Petitjean, Interim Assistant Division Director/Development

Motion by Lisa Summers to approve the request to implement alternative # 3 "Expand Existing Subsurface Drainage System"; to approve the request to transfer remaining unobligated balance from the completed CIP project # 13-004 Main Casino Clean Agent System to the Cemetery Improvements project # 14-002; and to approve the request to transfer remaining unobligated balance from the completed CIP project # 13-005 Main Casino Clean Agent System to the Cemetery Improvements project # 14-002, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Tina Danforth, Trish King

Motion by Lisa Summers to accept the recommendation to award contract for engineering services to complete bid and construction documents for mitigation measures, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, Brandon Stevens, Lisa Summers, Jennifer Webster

Abstained: David Jordan

Not Present: Tina Danforth, Trish King

Motion by Lisa Summers to accept the recommendation to bid work to contractors, award construction contract, and construct mitigation measures be approved, seconded by Fawn Billie. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, Brandon Stevens, Lisa Summers, Jennifer Webster

Abstained: David Jordan

Not Present: Tina Danforth, Trish King

Motion by Lisa Summers to accept the recommendation that data gathering from monitoring wells to continue, including to review data from monitoring wells on property east to define extents future cemetery on that side of the road, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Tina Danforth, Trish King

Motion by Lisa Summers to accept recommendation #4 "Replace Clay Subsoil with More Permeable Fill", deferring it back to the team to be included as part of the project buffering, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Tina Danforth, Trish King

Motion by Lisa Summers to request this item continue to be a standing item on the Business Committee agenda on a quarterly basis for updates, with the first quarterly report to be submitted for the January 11, 2017, Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Tina Danforth, Trish King

IX. UNFINISHED BUSINESS (2:24:30)

Councilman Tehassi Hill departs at 11:47 a.m.
 Councilman Tehassi Hill returns at 11:49 a.m.
 Councilman David Jordan departs at 11:49 a.m.

A. Review update regarding Environmental Health & Safety FY '16 3rd quarter report
(This item is scheduled to begin at 11:00 a.m.)

Sponsor: Patrick Pelky, Division Director/Environmental Health & Safety

EXCERPT FROM AUGUST 24, 2016: Motion by Melinda J. Danforth to approve the Tribal Member's request for information; to request the Division Director of Environmental Health & Safety to bring back a report to the September 28, 2016, regular Business Committee meeting; and to request all appropriate parties relative to that report to be present for the discussion, seconded by Tehassi Hill. Motion carried with one opposed.

Motion by Lisa Summers to accept the follow-up report dated September 20, 2016, from Environmental Health & Safety Division, Governmental Services Division, Risk Management, and Oneida Police Department as information, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Brandon Stevens, Lisa Summers, Jennifer Webster
 Not Present: Tina Danforth, David Jordan, Trish King

X. TABLED BUSINESS (1:59:00)

A. Accept update and approve recommendations regarding Oneida Sacred Burial Grounds
(This item is scheduled to begin at 10:30 a.m.)

Sponsor: Brandon Stevens, Councilman

EXCERPT FROM AUGUST 24, 2016: Motion by Lisa Summers to table this item until after the September 28, 2016, regular Business Committee meeting so that we have more information before us, seconded by Brandon Stevens. Motion carried unanimously.

EXCERPT FROM JUNE 8, 2016: Motion by Lisa Summers to accept the information in the memorandum from the Trust Department dated May 31, 2016, as information, noting there have been two (2) identified alternative sites for a cemetery should the need arise and to send this item to the next available Officers' meeting for continued follow-up with the overall cemetery work plan, seconded by Tehassi Hill. Motion carried unanimously.

EXCERPT FROM MARCH 9, 2016: (1) Motion by Tehassi Hill to accept the presentation regarding the Oneida Sacred Burial Grounds per GTC Directive, seconded by Trish King. Motion carried unanimously. (2) Amendment to the main motion by Tehassi Hill to request an update at the first regular Business Committee meeting in June regarding potential locations of the cemetery, seconded by Trish King. Motion carried unanimously.

Motion by Lisa Summers to take this item from the table, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster
 Not Present: Tina Danforth, Trish King

Secretary Lisa Summers departs at 11:02 a.m.
 Councilman Brandon Stevens departs at 11:06 a.m.
 Secretary Lisa Summers returns at 11:13 a.m.
 Councilman Brandon Stevens returns at 11:14 a.m.

Motion by Fawn Billie to defer this item to the October 18, 2016, Business Committee work meeting, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster
 Not Present: Tina Danforth, Trish King

XI. NEW BUSINESS (3:08:35)

A. Approve Gannett Publishing Services – contract # 2016-0967

Sponsor: Joanie Buckley, Division Director/Internal Services

Motion by Jennifer Webster to approve the limited waiver of sovereign immunity Gannett Publishing Services – contract # 2016-0967, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Brandon Stevens, Lisa Summers, Jennifer Webster
 Not Present: Tina Danforth, David Jordan, Trish King

B. Approve limited waiver of sovereign immunity – Carl Zeiss Meditech, Inc. – contract # 2016-0804

Sponsor: Debra Danforth, Division Director/Comprehensive Health Operations

Motion by Lisa Summers to approve the limited waiver of sovereign immunity – Carl Zeiss Meditech, Inc. – contract # 2016-0804, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Brandon Stevens, Lisa Summers, Jennifer Webster
 Not Present: Tina Danforth, David Jordan, Trish King

Motion by Jennifer Webster to recess at 12:14 p.m. until 1:30 p.m., seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Brandon Stevens, Lisa Summers, Jennifer Webster
 Not Present: Tina Danforth, David Jordan, Trish King

Meeting called to order by Vice-Chairwoman Melinda J. Danforth at 1:30 p.m.

Chairwoman Tina Danforth, Councilman Tehassi Hill, Treasurer Trish King, and Secretary Lisa Summers not present.

XII. REPORTS (3:12:51) (This section of the agenda is scheduled to begin at 1:30 p.m.)

A. Unfinished Reports

Secretary Lisa Summers arrives at 1:33 p.m.

Councilman Tehassi Hill arrives at 1:34 p.m.

1. Accept Oneida Golf Enterprise FY '16 3rd quarter report

(1:30 p.m. – 1:45 p.m.)

Agent: Janice Hirth-Skenandore
 Liaison: Trish King, Tribal Treasurer

EXCERPT FROM SEPTEMBER 14, 2016: Motion by Lisa Summers to defer the Oneida Golf Enterprise FY '16 3rd quarter report to September 28, 2016, regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.

Motion by David Jordan to accept the Oneida Golf Enterprise FY '16 3rd quarter report, seconded by Brandon Stevens. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster
 Abstained: Lisa Summers
 Not Present: Tina Danforth, Trish King

B. Operational Reports**1. Accept Oneida Retail Enterprise FY '16 3rd quarter report***(1:45 p.m. – 2:05 p.m.)*

Sponsor: Michele Doxtator, Area Manager/Retail Profits

Motion by David Jordan to accept the Oneida Retail Enterprise FY '16 3rd quarter report, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers,
Jennifer Webster
Not Present: Tina Danforth, Trish King

C. Boards, Committees, and Commissions**1. Determine appropriate next steps regarding Oneida Personnel Commission FY '16 2nd quarter report (2:05 p.m. – 2:10 p.m.)**

Chair: Yvonne Jourdan

Liaisons: Lisa Summers, Tribal Secretary; David Jordan, Councilman

Motion by Lisa Summers to deny the Oneida Personnel Commission FY '16 2nd quarter report, seconded by Brandon Stevens. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, Brandon Stevens, Lisa Summers, Jennifer Webster
Abstained: David Jordan
Not Present: Tina Danforth, Trish King

2. Accept Personnel Commission FY '16 3rd quarter report*(2:15 p.m. – 2:30 p.m.)*

Chair: Yvonne Jourdan

Liaison: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to deny the Personnel Commission FY '16 3rd quarter report due to the same reason that the presumptive statement without due process is included in this report as well, seconded by Brandon Stevens. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers,
Jennifer Webster
Abstained: David Jordan
Not Present: Tina Danforth, Trish King

3. Accept Land Commission FY '16 3rd quarter report*(2:30 p.m. – 2:45 p.m.)*

Chair: Rae Skenandore

Liaison: Tehassi Hill, Councilman

Motion by Jennifer Webster to accept the Land Commission FY '16 3rd quarter report, seconded by Fawn Billie. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster
Abstained: Lisa Summers
Not Present: Tina Danforth, Trish King

XIII. GENERAL TRIBAL COUNCIL (4:44:32) *(To obtain a copy of Members Only Materials, please visit the BC Support Office, located on the 2nd floor of the Norbert Hill Center and present Tribal I.D. card)*

A. Approve notice, agenda, and supplemental materials for the 2nd reconvened Semi-Annual General Tribal Council meeting scheduled on October 30, 2016

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to approve the notice, agenda, and supplemental materials for the 2nd reconvened Semi-Annual General Tribal Council meeting scheduled on October 30, 2016, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers, Jennifer Webster

Not Present: Tina Danforth, Trish King

XIV. EXECUTIVE SESSION (5:33:39)

A. Unfinished Reports

1. Accept Oneida Golf Enterprise FY '16 3rd quarter report
(9:00 a.m. - 9:30 a.m.)

Agent: Janice Hirth-Skenandore

Liaison: Trish King, Tribal Treasurer

EXCERPT FROM SEPTEMBER 14, 2016: Motion by Lisa Summers to defer the Oneida Golf Enterprise FY '16 3rd quarter report to September 28, 2016, regular Business Committee meeting, seconded by Tehassi Hill. Motion carried unanimously.

Motion by Tehassi Hill to accept the Oneida Golf Enterprise FY '16 3rd quarter report, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster

Not Present: Tina Danforth, Trish King, Lisa Summers

B. Reports

1. Accept Oneida Retail Enterprise FY '16 3rd quarter report
(10:00 a.m. – 10:30 a.m.)

Sponsor: Michele Doxtator, Area Manager/Retail Profits

Motion by Tehassi Hill to accept the Oneida Retail Enterprise FY '16 3rd quarter report, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster

Abstained: Brandon Stevens

Not Present: Tina Danforth, Trish King, Lisa Summers

2. Accept Gaming General Manager report – Louise Cornelius, Gaming General Manager
(10:30 a.m. – 11:00 a.m.)

Motion by Tehassi Hill to accept the Gaming General Manager report, seconded by David Jordan. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster

Abstained: Brandon Stevens

Not Present: Tina Danforth, Trish King, Lisa Summers

**3. Accept Intergovernmental Communications and Affairs report – Nathan King, Director/
Intergovernmental Affairs and Communications**

Motion by Tehassi Hill to approve the correspondence to Senator Ron Johnson regarding the Tribal Labor Sovereignty Act of 2015; and to direct the Tribal Chair or Tribal Vice-Chair to sign the approved letter, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster
 Abstained: Brandon Stevens
 Not Present: Tina Danforth, Trish King, Lisa Summers

Motion by Tehassi Hill to accept the Intergovernmental Communications and Affairs report, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster
 Abstained: Brandon Stevens
 Not Present: Tina Danforth, Trish King, Lisa Summers

4. Accept Chief Counsel report – Jo Anne House, Chief Counsel

Motion by Jennifer Webster to accept the Chief Counsel report, seconded by David Jordan. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster
 Abstained: Brandon Stevens
 Not Present: Tina Danforth, Trish King, Lisa Summers

C. Standing Items

1. Land Claims Strategy (*No Requested Action*)

**2. Oneida Golf Enterprise – Ladies Professional Golf Association
(9:30 a.m. – 10:00 a.m.)**

Sponsor: Trish King, Tribal Treasurer

Motion by Fawn Billie to accept the Oneida Golf Enterprise – Ladies Professional Golf Association written report, seconded by Tehassi Hill. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster
 Abstained: Brandon Stevens
 Not Present: Tina Danforth, Trish King, Lisa Summers

Motion by Tehassi Hill to accept the verbal update; and to direct a written summary including the discussed benchmarks be submitted for the next report, seconded by David Jordan. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster
 Abstained: Brandon Stevens
 Not Present: Tina Danforth, Trish King, Lisa Summers

D. Audit Committee

Sponsor: Councilman Tehassi Hill, Chair

1. Accept Audit Committee FY '16 3rd quarter report

Motion by David Jordan to accept the Audit Committee FY '16 3rd quarter report, seconded by Fawn Billie. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster
 Abstained: Brandon Stevens
 Not Present: Tina Danforth, Trish King, Lisa Summers

E. New Business**1. Enter E-Poll results into the record in accordance with BC SOP Conducting Electronic Voting:**

Sponsor: Lisa Summers, Tribal Secretary

a. Approved request to authorize Oneida Law Office to file declaratory and injunctive relief in federal courts prohibiting Village of Hobart from interfering with Oneida Applefest

Requestor: Jo Anne House, Chief Counsel

Motion by Jennifer Webster to enter the E-Poll results into the record for approved request to authorize Oneida Law Office to file declaratory and injunctive relief in federal courts prohibiting Village of Hobart from interfering with Oneida Applefest, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers,
Jennifer Webster

Not Present: Tina Danforth, Trish King

b. Approved Legislative Reference Office staff attorney contacts # 2016-1006 and # 2016-1007

Requestor: Jo Anne House, Chief Counsel

Motion by Jennifer Webster to enter the E-Poll results into the record for approved Legislative Reference Office staff attorney contacts # 2016-1006 and # 2016-1007, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Lisa Summers,
Jennifer Webster

Not Present: Tina Danforth, Trish King

2. Accept update regarding complaint # 2016-DR07-01

Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to accept the update regarding complaint # 2016-DR07-01, seconded by Fawn Billie. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster

Abstained: Brandon Stevens

Not Present: Tina Danforth, Trish King, Lisa Summers

3. Approve request for an investigation into the release of confidential information regarding concern # 2016-CC-15

Sponsor: Lisa Summers, Tribal Secretary

Motion by Tehassi Hill to request the Human Resources Department to expedite their investigation regarding concern # 2016-CC-15, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster

Abstained: Brandon Stevens

Not Present: Tina Danforth, Trish King, Lisa Summers

Motion by Tehassi Hill to request the Law Office to complete a legal opinion on the potential liability to the Oneida Nation for the disclosure of confidential information, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster

Abstained: Brandon Stevens

Not Present: Tina Danforth, Trish King, Lisa Summers

4. Approve Family Court Judge – contract # 2016-1106

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Jennifer Webster to approve the Family Court Judge – contract # 2016-1106, seconded by David Jordan. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster
 Abstained: Brandon Stevens
 Not Present: Tina Danforth, Trish King, Lisa Summers

Councilwoman Fawn Billie departs at 4:06 p.m.

5. Review options regarding expiration of additional duties compensation of Division Director of Land Management position and determine appropriate next steps

(This item is scheduled to begin at 1:30 p.m.)

Sponsors: Melinda J. Danforth, Tribal Vice-Chairwoman; Lisa Summers, Tribal Secretary

Motion by Tehassi Hill to approve a procedural exception to the Standard Operating Procedure to extend additional duties pay for an additional six (6) months, seconded by David Jordan. Motion carried with one abstention:

Ayes: Tehassi Hill, David Jordan, Jennifer Webster
 Abstained: Brandon Stevens
 Not Present: Tina Danforth, Fawn Billie, Trish King, Lisa Summers

Motion by David Jordan to defer the update on the Comprehensive Housing Division and the Land Management/Environmental Health & Safety reorganization to the October 18, 2016, Business Committee work meeting for discussion, seconded by Tehassi Hill. Motion carried with one abstention:

Ayes: Tehassi Hill, David Jordan, Jennifer Webster
 Abstained: Brandon Stevens
 Not Present: Tina Danforth, Fawn Billie, Trish King, Lisa Summers

Councilwoman Fawn Billie returns at 4:08 p.m.

6. Review concern # 2016-CC-13

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by David Jordan to direct the Tribal Secretary to provide a response to the complainant, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster
 Abstained: Brandon Stevens
 Not Present: Tina Danforth, Trish King, Lisa Summers

7. Review concern # 2016-CC-14

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Fawn Billie to accept the update; and to request the Intergovernmental Affairs & Communications Department to executive their Public Relations plan related to the concern, seconded by Tehassi Hill. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster
 Abstained: Brandon Stevens
 Not Present: Tina Danforth, Trish King, Lisa Summers

8. Review concern # 2016-CC-16

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by David Jordan to accept the verbal update as information, seconded by Fawn Billie. Motion carried with one abstention:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster
Abstained: Brandon Stevens
Not Present: Tina Danforth, Trish King, Lisa Summers

XV. ADJOURN

Motion by David Jordan to adjourn at 4:09 p.m., seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Brandon Stevens, Jennifer Webster
Not Present: Tina Danforth, Trish King, Lisa Summers

Minutes prepared by Heather Heuer, Information Management Specialist
Minutes approved as presented/corrected on _____.

Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve September 30, 2016, special meetings minutes

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Heather Heuer, Info. Mgmt. Spec./BC Support Office
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee

Special Meeting

8:30 a.m. Friday, September 30, 2016

BC Conference Room, 2nd floor, Norbert Hill Center

Minutes - DRAFT

SPECIAL MEETING

Present: Vice-Chairwoman Melinda J. Danforth, Secretary Lisa Summers, Council members: Fawn Billie, Tehassi Hill, David Jordan, Jennifer Webster;

Not Present: Chairwoman Tina Danforth, Treasurer Trish King, Councilman Brandon Stevens;

Arrived at: ;

Others present: Jo Anne House, Larry Barton, Heather Heuer, Brian Doxtator, Tracey Cordova;

I. CALL TO ORDER AND ROLL CALL by Vice-Chairwoman Melinda J. Danforth at 8:30 a.m.

II. OPENING

III. ADOPT THE AGENDA

Motion by Fawn Billie to adopt the agenda with the following change: [Add New Business item 5.A. Enter E-Poll results into the record for approved request to direct payment of the 2016 per capita payment in accordance with the Revenue Allocation Plan for which the Oneida Nation has received verbal notice of recommendation of approval and the approval letter is awaiting signature], seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Lisa Summers, Jennifer Webster
Not Present: Tina Danforth, Trish King, Brandon Stevens

IV. RESOLUTIONS

A. Adopt resolution titled Continuing Budget Resolution for Fiscal 2017

Sponsor: Trish King, Tribal Treasurer

Motion by David Jordan to adopt resolution # 09-30-16-A Continuing Budget Resolution – Fiscal Year 2017, with the following changes: [Delete lines 82-86; Include a deadline of Thursday, November 10, 2016 for contingency plans to the Last Resolve and add this line after end of last paragraph to read “All contingency plans are due to the Treasurer by Thursday, November 10, 2016; and Revise “include” to “including” in line 48], seconded by Lisa Summers. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Lisa Summers, Jennifer Webster
Not Present: Tina Danforth, Trish King, Brandon Stevens

V. NEW BUSINESS

A. Enter E-Poll results into the record in accordance with BC SOP Conducting Electronic Voting:

Sponsor: Lisa Summers, Tribal Secretary

1. Approved request to direct payment of the 2016 per capita payment in accordance with the Revenue Allocation Plan for which the Oneida Nation has received verbal notice of recommendation of approval and the approval letter is awaiting signature

Requestor: Jo Anne House, Chief Counsel

Motion by Fawn Billie to enter the E-Poll results into the record for approved request to direct payment of the 2016 per capita payment in accordance with the Revenue Allocation Plan for which the Oneida Nation has received verbal notice of recommendation of approval and the approval letter is awaiting signature, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Lisa Summers, Jennifer Webster
Not Present: Tina Danforth, Trish King, Brandon Stevens

VI. ADJOURN

Motion by Lisa Summers to adjourn at 8:40 a.m., seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, David Jordan, Lisa Summers, Jennifer Webster
Not Present: Tina Danforth, Trish King, Brandon Stevens

Minutes prepared by Heather Heuer, Information Management Specialist
Minutes approved as presented/corrected on _____.

Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Consider the Eviction & Termination Law for adoption

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Jennifer Falck, LRO Director
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



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



TO: Oneida Business Committee
 FROM: Brandon Stevens, LOC Chairperson *BS*
 DATE: October 5, 2016
 RE: Eviction and Termination Law

Please find the following attached backup documentation for your consideration of the Eviction and Termination law:

1. Resolution: Eviction and Termination (Law)
2. Statement of Effect: Eviction and Termination (Law)
3. Eviction and Termination (Law) Legislative Analysis
4. Eviction and Termination (Law) Draft
5. Eviction and Termination (Law) Fiscal Impact Statement

Overview

This resolution adopts a new Eviction and Termination law. This is a new law which:

- Contains the minimum framework for the Nation's termination and eviction processes.
- Delegates joint rulemaking authority to the Comprehensive Housing Division and the Land Commission to develop rules to further govern the processes contained in this law related to residential contracts. *[see 709.4-1]*.
- Delegates joint rulemaking authority to the Division of Land Management and the Land Commission to develop rules to further govern the processes contained in this law related to agricultural and business contracts. *[see 709.4-2]*.
- Details early contract termination, including causes and notice requirements, and identifies domestic abuse as a defense to eviction *[see 709.6]*.
- Details the process regarding failure to vacate following the notice of eviction or contract expiration *[see 709.6]*.
- Details the withholding from and return of security deposits *[see 709.7]*.
- Provides an appeal process to the Oneida Judiciary *[see 709.8]*.

In accordance with the Legislative Procedures Act, a public meeting was held regarding this law on August 4, 2016 with a comment period closing on August 11, 2016. Those comments were accepted and considered by the Legislative Operating Committee (LOC) at the August 17, 2016 LOC meeting.

Requested Action

Approve the resolution: Eviction and Termination (Law)

BC Resolution _____
Eviction and Termination Law

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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 Nation has adopted the Leasing law, which covers residential land leases and agricultural and business leases (which may include land and improvements), and the Landlord-Tenant law, which governs rental agreements for residential land and improvements; and

WHEREAS, the Nation does not have any laws in its code that govern the eviction and termination process related to leases under the Leasing law or rental agreements under the Landlord-Tenant law; and

WHEREAS, currently the eviction process, including the appeal of eviction process, is included in various standard operating procedures from the Division of Land Management, the Oneida Housing Authority and Elder Services; and

WHEREAS, in order to provide consistency, this law contains the minimum framework required to terminate a lease or rental agreement (defined as a contract in the law), evict and withhold from a security deposit; and

WHEREAS, this law provides that the Land Commission and the Comprehensive Housing Division may jointly create rules to further govern the processes contained in this law related to residential contracts, and

WHEREAS, this law provides that the Land Commission and the Division of Land Management may jointly create rules to further govern the processes contained in this law related to agricultural and business contracts; and

WHEREAS, this law names the Oneida Judiciary as the hearing body able to hear appeals arising under this law (the Land Commission previously had hearing body authority for all leases and Division of Land Management administered rental agreements); and

WHEREAS, a public meeting on the proposed Law was held on August 4, 2016 in accordance with the Legislative Procedures Act; and

Resolution _____
Page 2

46 **NOW THEREFORE BE IT RESOLVED**, that within 120 calendar days the Land
47 Commission and the Comprehensive Housing Division shall jointly create rules further
48 governing the disposition of personal property in relation to residential contracts and the Land
49 Commission and the Division of Land Management shall jointly create rules further governing
50 the disposition of personal property in relation to agricultural and business contracts; and

51
52 **NOW THEREFORE BE IT FURTHER RESOLVED**, that the Eviction and Termination
53 law is hereby adopted and shall become effective in 120 calendar days; and

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55 **NOW THEREFORE BE IT FINALLY RESOLVED**, that because the provision of this law
56 which names the Oneida Judiciary as the hearing body for appeals conflicts with section 67.11-
57 5 of the Real Property law adopted by resolution BC-02-25-15-C, this resolution repeals the
58 second sentence of that section which reads:

59
60 If the default is corrected under these circumstances the Lessee will be subject to further
61 proceedings under the Oneida Administrative Procedures Act, Section 10 Contested Cases, which
62 may lead to termination of Lessee’s lease, loss of improvements, revised payment schedule
63 and/or Garnishment of Lessee’s wages in order to pay the remainder of the default.
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65



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



Statement of Effect

Resolution: Eviction and Termination Law

Summary

This resolution adopts a new Eviction and Termination law. This is a new law which:

- Contains the minimum framework for the Nation's termination and eviction processes.
- Delegates joint rulemaking authority to the Comprehensive Housing Division and the Land Commission to develop rules to further govern the processes contained in this law related to residential contracts. [see 709.4-1].
- Delegates joint rulemaking authority to the Division of Land Management and the Land Commission to develop rules to further govern the processes contained in this law related to agricultural and business contracts. [see 709.4-2].
- Details early contract termination, including causes and notice requirements, and names domestic abuse as defense to eviction [see 709.6].
- Details the process regarding failure to vacate following the notice of eviction or contract expiration [see 709.6].
- Details the withholding from and return of security deposits [see 709.7].
- Provides an appeal process to the Oneida Judiciary [see 709.8].

Submitted by Krystal L. John, Staff Attorney

Analysis

This resolution adopts the Eviction and Termination law which includes the provisions summarized above.

As noted in the resolution, currently the termination and eviction process, including the appeal of eviction process, is included in various standard operating procedures from the Division of Land Management, the Oneida Housing Authority and Elder Services.

In order to provide consistency, this law contains the minimum framework required to terminate a lease or rental agreement (defined as a contract in the law), evict and withhold from a security deposit. In regards to rulemaking authority, the Land Commission and the Comprehensive Housing Division may jointly create rules to further govern the processes contained in this law related to residential contracts. The Land Commission and the Division of Land Management may jointly create rules to further govern the processes contained in this law related to agricultural and business contracts.

Under this law, the Oneida Judiciary is the hearing body able to hear appeals (the Land Commission previously had hearing body authority for all leases and Division of Land Management administered rental agreements).

The only law that the Nation currently has in its code that mentions a termination and/or eviction, is the leasing portion of the Real Property law. That version of the Real Property law is only in effect until the Leasing law is approved by the Bureau of Indian Affairs (BIA). Upon approval of the Leasing law, an updated version of the Real Property law becomes effective which removes all detail related leases and references the Leasing law. Adoption of this law conflicts with the currently effective version of the Real Property law which was adopted by resolution BC-02-25-15-C, but does not conflict with the updated version of the Real Property law which was adopted by resolution BC-05-13-15-B.

In regards to the currently effective version of the Real Property law which was adopted by resolution BC-02-25-15-C, section 67.11-5 provides as follows:

In the event of default by the Lessee of the terms of an approved encumbrance, and the Lessee's assignment reaches the point of sale or foreclosure, the Division of Land Management shall have the right to correct the default. If the default is corrected under these circumstances the Lessee will be subject to further proceedings under the Oneida Administrative Procedures Act, Section 10 Contested Cases, which may lead to termination of Lessee's lease, loss of improvements, revised payment schedule and/or Garnishment of Lessee's wages in order to pay the remainder of the default.

The second sentence of that section conflicts with this law because this law names the Oneida Judiciary as the hearing body for all appeals arising out of this law and the Oneida Judiciary does not operate under the Oneida Administrative Procedures Act.

In regards to the updated version of the Real Property law which was adopted by resolution BC-05-13-15-B and is effective upon the BIA's approval of the Leasing law, section 67.11-1 provides as follows:

All leasing of tribal land shall be processed in accordance with the Tribe's Leasing law.

Nothing in the Leasing law adopted by resolution BC-05-13-15-C conflicts with the provisions of this law as it is silent as to terminations and evictions. The Leasing law adopted by resolution BC-05-13-15-C was not approved by the BIA and the Legislative Operating Committee has been working on revisions to comply with the BIA's requirements. The current draft of the revised Leasing law which is under review with the BIA specifically includes a reference to this Eviction and Termination law. Accordingly, should the revised version be approved by the BIA and adopted as a law, this Eviction and Termination law would be incorporated into the Leasing law by reference.

Conclusion

Provided that the adopting resolution repeals the second sentence of section 67.11-5 of the Real Property Law adopted by resolution BC-02-25-15-C, adoption of this resolution would not conflict with the Nation's laws.



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Eviction and Termination

<i>Analysis by the Legislative Reference Office</i>					
Title	Eviction and Termination (law)				
Sponsor	Brandon Stevens	Drafter	Krystal L. John	Analyst	Maureen Perkins
Requester & Reason for Request	Land Commission and Legislative Operating Committee An eviction law separate from the Leasing law and the Landlord-Tenant law is required to apply to leases and rental agreements under both laws.				
Purpose	The purpose of this law is to provide consistent procedures for terminating a contract and/or evicting an occupant which affords the applicant due process and protects all parties involved [see 709.1-1].				
Authorized/ Affected Entities	Comprehensive Housing Division (Division of Land Management, Oneida Housing Authority, Elder Services), Land Commission, Oneida Judiciary, Oneida Police Department				
Related Legislation	Leasing law, Landlord-Tenant law, Real Property Law, Administrative Rulemaking law, Mortgage and Foreclosure law				
Enforcement & Due Process	The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions taken pursuant to this law [see 709.8-1-1].				
Public Meeting Status	A public meeting was held on August 4, 2016. This draft includes LOC directed changes based on comments received during the public comment period.				

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Overview

8 This is a new law that details the current processes used by the Nation regarding terminating
 9 a contract which includes leases under the Leasing law (residential lease, agricultural lease or
 10 business lease) or rental agreements under the Landlord-Tenant law and evicting an occupant
 11 from the Nation’s lands or housing resources. The law also details the process followed when a
 12 contract expires and is not renewed, including if the occupant fails to vacate or remove personal
 13 property. The law contains the minimum framework and requirements related to the termination
 14 and resulting eviction processes. The Comprehensive Housing Division (CHD), the Land
 15 Commission and the Division of Land Management have been delegated joint rulemaking
 16 authority under this law to develop rules which may contain more detailed requirements. This
 17 rulemaking authority is granted through the Administrative Rulemaking law.

18 The law applies to occupants of tribally owned property including rental agreements and
 19 leases that currently include residential leases (which cover homeowners who lease tribally
 20 owned land), agricultural leases and business leases. These leases are not detailed (there is no
 21 mention of residential, agricultural or business) in this law to allow for expansion of lease
 22 options without requiring this law to be updated. The law refers to the Leasing law which
 23 contains the detail regarding the types of leases the Nation offers. Termination means the
 24 contract is cancelled and eviction means the lessee (including property such as farm equipment

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25 or household items) are expelled from the property. The process and requirements to terminate
26 and/or evict for each of these different types of contracts is the same.

27 The law details the causes for eviction, which include violation of the terms of the contract,
28 alleged violation of any applicable law or rule and alleged commitment of one or more nuisance
29 activities. The basis for allowing for eviction based upon an alleged violation is to protect the
30 community from unlawful or disruptive occupants who are alleged to have violated the law but
31 have not yet been convicted as the conviction process can take years. Without this provision, the
32 Nation would not be able to terminate or evict until a conviction was received, which could
33 expose the community to continued unlawful activity and create unsafe conditions. Similar
34 provisions have been recently added to state law. Community members who receive notice of
35 termination or eviction based upon allegation may contest the termination or eviction to the
36 Judiciary within the established timeline (detailed on the notice) which will automatically stop
37 the eviction pending the Judiciary's determination. The Judiciary may, at its discretion,
38 recognize alternative agreements regarding pending actions reached between the occupant and a
39 court of competent jurisdiction pending successful completion of the alternative agreement.
40 Domestic abuse is listed as a valid defense against eviction under circumstances detailed in the
41 law.

42 The notice requirements, including the contents of the notice and the manner the notice is
43 given to occupants, are detailed for each cause of termination and eviction and the requirements
44 must be followed in order for the eviction to be valid. The process the CHD will use in the case
45 of a failure to vacate following a notice of eviction or contract expiration is detailed and requires
46 that the Oneida Police Department be on scene while locks are changed, explains disposition of
47 personal property left on the premises and the assessment of damages to the occupant for failure
48 to vacate the premises following a notice of eviction or contract expiration. The CHD and Land
49 Commission are required to create rules further detailing the disposition of personal property.
50 Detail regarding security deposits, including withholding and timing for return, is provided.

- 51
- 52 ▪ Contains the minimum framework for the Nation's termination and eviction processes.
 - 53 ▪ Delegates joint rulemaking authority to the Comprehensive Housing Division and the
54 Land Commission to develop rules to further govern the processes contained in this law
55 related to residential contracts *[see 709.4-1]*.
 - 56 ▪ Delegates joint rulemaking authority to the Land Commission and the Division of Land
57 Management related to agricultural and business contracts *[see 709.4-2]*.
 - 58 ▪ Details early contract termination, including causes and notice requirements, and names
59 domestic abuse as defense to eviction *[see 709.6]*.
 - 60 ▪ Details the process regarding failure to vacate following the notice of eviction or contract
61 expiration *[see 709.6]*.
 - 62 ▪ Details the withholding from and return of security deposits *[see 709.7]*.
 - 63 ▪ Provides an appeal process to the Oneida Judiciary *[see 709.8-1]*.
 - 64 ▪ No administrative hearing body, including a board, committee or commission, is
65 authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental
66 agreement *[see 709.8-2]*.
 - 67 ▪ The owner is the Comprehensive Housing Division in regards to taking actions
68 authorized under this law and complaints filed with the Judiciary shall name the
69 Comprehensive Housing Division and the specific program *[see 709.8-3]*.
- 70

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Administrative Rulemaking

- The Comprehensive Housing Division (CHD), the Land Commission and the Division of Land Management are delegated joint rulemaking authority under this law and are required to develop and implement the following rules prior to the implementation of this law:
 - The Land Commission and the Comprehensive Housing Division shall jointly create rules further governing the disposition of personal property in relation to residential contracts and the Land Commission and the Division of Land Management shall jointly create rules further governing the disposition of personal property in relation to agricultural and business contracts. *[see 709.6-1(b)(2)]*.
 - The Land Commission and the Comprehensive Housing Division may jointly create rules to further govern the processes contained in this law related to residential contracts *[see 709.4-1]*.
 - The Land Commission and the Division of Land Management may jointly create rules to further govern the processes contained in this law related to agricultural and business contracts. *[see 709.4-2]*.

Considerations

- The LOC may consider including the types of lease contracts currently covered under the law (residential, agricultural and business leases) while leaving room for additional leases without requiring the law to be updated. Under this law, you must refer to the Leasing law to find this detail.
 - Suggested language: “Contract” means either a lease document, including but not limited to residential, agricultural and business leases pursuant to the Leasing Law or a rental agreement pursuant to the Landlord-Tenant law.
 - This law references the Comprehensive Housing Division (CHD). The CHD is scheduled for implementation October 1, 2016. The BC resolution adopting this law will be accompanied by second resolution that defines the CHD. Each department or division within the CHD (Oneida Housing Authority, Division of Land Management and Elder Services) will be required to create rules delegated under this law until the CHD is implemented.
 - This law, the Real Property Law amendments, the Landlord-Tenant law and the Leasing Law are all inter-related. The Real Property Law currently in effect contains provisions relating to the termination of leases that conflict with this law *[see 67.11-5 of current Real Property Law]*. However, this Eviction and Termination law will govern upon adoption. The current proposed amendments to the Real Property Law pull the detail related to lease terminations out of the Real Property Law and reference this Eviction and Termination law instead.
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Title 7. Land and Property - Chapter 709
EVICTION AND TERMINATION
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11 709.6. Failure to Vacate Following Notice of Eviction or
12 Contract Expiration
13 709.7. Withholding From and Return of Security Deposits
14 709.8. Eviction and Termination Actions
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709.1. Purpose and Policy

709.1-1. *Purpose.* The purpose of this law is to provide consistent procedures relating to the Nation’s rental and leasing programs for terminating a contract and/or evicting an occupant which affords the applicant due process and protects all parties involved.

709.1-2. *Policy.* Is it the Nation’s policy to provide fair termination and eviction processes that preserves the peace, harmony, safety, health, general welfare and the Nation’s resources.

709.2. Adoption, Amendment, Repeal

709.2-1. This law was adopted by the Oneida Business Committee by resolution _____.

709.2-2. This law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the Legislative Procedures Act.

709.2-3. 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.

709.2-4. 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.

709.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

709.3. Definitions

709.3-1. This section shall govern the definitions of words and phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

(a) “Comprehensive Housing Division” means the entity responsible for housing matters specifically related to contracts governed by this law as defined by Oneida Business Committee Resolution.¹

(b) “Contract” means either a lease document pursuant to the Leasing law or a rental agreement pursuant to the Landlord-Tenant law.

(c) “Eviction” means to expel an occupant from the premises.

(d) “Nation” means the Oneida Nation.

¹ See BC Resolution _____ providing that for purposes of this law, the Comprehensive Housing Division means the Division of Land Management for general residential contracts, the Oneida Housing Authority for income-based residential contracts and Elder Services for residential contracts through the Elder Services program.

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47 (e) “Nuisance” means an occupant’s interference with another occupant’s use and
48 enjoyment of the premises. Nuisance activities include, but are not limited to, allegations
49 of harassment, disorderly conduct, battery, lewd and lascivious behavior, prostitution,
50 theft, possession of stolen property, arson, illegal drug activity, gambling, animal
51 violations, trespassing, weapons violations, habitual noise violations (as defined in the
52 rules which the Land Commission and the Comprehensive Housing Division shall jointly
53 establish), execution of warrants, alcohol violations, obstruction/resisting, inspection
54 related calls in which a law enforcement agency responds.

55 (f) “Occupant” means the person granted the right to use or occupy a premises pursuant
56 to a lease or rental agreement entered into in accordance with the Leasing law or
57 Landlord-Tenant law respectively.

58 (g) “Owner” means the Nation in its capacity as a lessor as defined in the Leasing law or
59 as a landlord as defined in the Landlord Tenant law.

60 (h) “Premises” means the property covered by a contract, including not only the real
61 property and fixtures, but also any personal property furnished by the owner pursuant to a
62 contract.

63 (i) “Rent” means the sum or amount agreed in the contract to be paid by the occupant to
64 the owner for exclusive possession of the property for the period of time set by the
65 contract.

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

69 (k) “Security Deposit” means a payment made to the owner by the occupant to ensure
70 that payments will be made and other responsibilities of the contract performed.

71 (l) “Waste” means physical damage or deterioration caused to the premises, whether
72 intentional or negligent.

73

74 **709.4. Administrative Rulemaking Authority**

75 709.4-1. *Residential Contracts.* The Land Commission and the Comprehensive Housing
76 Division may jointly create rules to further govern the processes contained in this law related to
77 residential contracts.

78 709.4-2. *Agricultural and Business Contracts.* The Land Commission and the Division of Land
79 Management may jointly create rules to further govern the processes contained in this law related
80 to agricultural and business contracts.

81

82 **709.5. Early Contract Termination**

83 709.5-1. *Causes for Early Contract Termination.* The owner may terminate the contract prior
84 to the contract term and evict the occupant, if the occupant:

85 (a) Violates the terms of the contract;

86 (b) Is alleged to have violated any applicable law or rule; and/or

87 (c) Is alleged to have committed one or more nuisance activities.

88 709.5-2. *Domestic Abuse Defense to Eviction.* An occupant has a valid defense to eviction if
89 he or she alleges that if not for the alleged domestic abuse, which is noticed to the owner with
90 any of the following documentation, there would not be cause for eviction under section 709.5-1:

91 (a) An injunction order under Wis. Stat. 813.12(4) or any other law of the Nation
92 protecting the tenant from a co-tenant;

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- 93 (b) An injunction order under Wis. Stat. 813.122 or any other law of the Nation
94 protecting a child of the tenant from a co-tenant;
95 (c) An injunction order under Wis. Stat. 813.125(4) or any other law of the Nation
96 protecting the tenant or child of the tenant from a co-tenant, based on the co-tenant's
97 engaging in an act that would constitute sexual assault under Wis. Stat. 940.225, 948.02
98 or 948.025, or stalking under Wis. Stat. 940.32, or attempting or threatening to do the
99 same;
100 (d) A condition of release under Wis. Ch. 969 ordering the co-tenant not to contact the
101 tenant;
102 (e) A criminal complaint alleging that the co-tenant sexually assaulted the tenant or a
103 child of the tenant under Wis. Stat. 940.225, 948.02 or 948.025;
104 (f) A criminal complaint alleging that the co-tenant stalked the tenant or a child of the
105 tenant under Wis. Stat. 940.32; or
106 (g) A criminal complaint that was filed against the co-tenant as a result of the co-tenant
107 being arrested for committing a domestic abuse offense against the tenant under Wis.
108 Stat. 968.075.

109 709.5-3. *Notice.* This section governs the amount of notice required to evict as well as the
110 manner and form of notice required. When an owner provides notice in compliance with these
111 requirements, the occupant is not entitled to possession or use of the premises after the date of
112 the termination provided in the notice.

113 (a) *Eviction for Failure to Pay Rents.*

114 (1) If an occupant fails to pay any installment of rent when due, the occupant's
115 contract is terminated if the owner gives the occupant notice requiring the tenant
116 to pay rent or vacate on or before a date at least thirty (30) calendar days after the
117 giving of the notice and if the occupant fails to pay accordingly.

118 (2) If an occupant has been given notice under 709.5-3(a)(1) and has paid the rent
119 on or before the specified date, or been permitted by the owner to remain in
120 possession contrary to such notice, and thereafter fails to pay a subsequent
121 installment of rent on time within one (1) year of said notice, the occupant's
122 contract is terminated if the owner, while the occupant is in default in payment of
123 rent, gives the occupant notice to vacate on or before a date at least fourteen (14)
124 calendar days after the giving of the notice.

125 (b) *Eviction for Waste or Contract Breach other than Rent Payment.*

126 (1) If an occupant commits waste or breaches any covenant or condition of the
127 occupant's contract, other than for payment of rent, the occupant's tenancy is
128 terminated if the owner gives the occupant a notice requiring the occupant to
129 remedy the default or vacate the premises on or before a date at least thirty (30)
130 calendar days after the giving of the notice, and if the occupant fails to comply
131 with such notice. An occupant is deemed to be complying with the notice if
132 promptly upon receipt of such notice the occupant takes reasonable steps to
133 remedy the default and proceeds with reasonable diligence, or if damages are
134 adequate protection for the owner and the occupant makes a bona fide and
135 reasonable offer to pay the owner all damages for the occupant's breach.

136 (2) If within one (1) year from the giving of any notice under 709.5-3(b)(1), the
137 occupant again commits waste or breaches the same or any other covenant or
138 condition of the occupant's contract, other than for payment of rent, the

139 occupant's contract is terminated if the owner, prior to the occupant's remedying
140 the waste or breach, gives the occupant notice to vacate on or before a date at
141 least fourteen (14) calendar days after the giving of the notice.

142 (c) *Eviction for Violation of Applicable Law or Rule or Nuisance by Occupant.* The
143 owner may terminate an occupant's contract based on an alleged violation of an
144 applicable law or rule or if the occupant commits a nuisance act.

145 (1) In order to terminate based on this section, the owner must have received
146 notice, which may be from, but is not limited to, another occupant, law
147 enforcement agency or a local government's office of the district attorney, which
148 reports:

149 (A) a violation of an applicable law or rule on behalf of the occupant or in
150 the occupant's unit, or

151 (B) a nuisance that exists in that occupant's unit or was caused by that
152 occupant on the owner's property. In order to terminate the contract, the
153 owner shall give the occupant written notice requiring the occupant to
154 vacate on or before a date at least five (5) calendar days after the giving of
155 the notice.

156 (2) The occupant may contest a termination based on a violation of applicable law
157 or rule or nuisance by filing a complaint challenging the basis of the eviction with
158 the Oneida Judiciary.

159 (3) If the occupant contests the termination prior to the termination date provided
160 in the notice, the eviction is stayed and the contract may not be terminated
161 without proof to the Oneida Judiciary by the owner by the greater preponderance
162 of the credible evidence of the allegation that a violation of law and/or rule and/or
163 nuisance exists in that occupant's unit or was caused by that occupant.

164 (4) Despite an owner's satisfaction of the proof requirements in section
165 709.5(c)(3), the Oneida Judiciary may, at its discretion, stay an eviction by
166 honoring any alternative agreement regarding pending actions entered into by the
167 occupant and a court of competent jurisdiction pending successful completion of
168 the alternative agreement.

169 (d) *Content, Form and Manner of Giving Notice.*

170 (1) *Notice Content.* Notices required to be provided under this law shall include
171 the following:

172 (A) The violation of law and/or rule, committing of nuisance and/or breach
173 of the contract, with citations to the applicable law, rule and/or contract
174 clause;

175 (B) If the notice is pursuant to section 709.5-3(a), the current delinquent
176 balance due;

177 (C) If the notice is pursuant to section 709.5-3(a) or (b):

178 (i) A statement that the occupant has a thirty (30) day period to
179 cure;

180 (ii) The date the period to cure expires and the termination
181 becomes effective in the event occupant does not cure; and

182 (iii) Potential consequences for failure to cure, which may include,
183 but are not limited to eviction and the assessment of damages
184 against the occupant.

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- 185 (D) If notice is pursuant to section 709.5-3(c), a statement that the
186 occupant may request a hearing with the Oneida Judiciary prior to the
187 effective date of the termination provided on the notice, and that, if the
188 occupant timely files for a hearing, there is an automatic stay on the
189 eviction pending the determination of the Oneida Judiciary;
- 190 (E) The contact information for the Comprehensive Housing Division staff
191 available to answer questions and/or hear concerns of the occupant related
192 to the notice.
- 193 (2) *Notice to Individuals.* When providing notice to an occupant that is an
194 individual, the owner shall use one of the following methods:
- 195 (A) Giving a copy of the notice personally to the occupant or by leaving a
196 copy at the occupant's usual place of abode in the presence of some
197 competent member of the occupant's family at least fourteen (14) years of
198 age, who is informed of the contents of the notice, provided that the owner
199 may request that the notice be personally served to the occupant by the
200 Oneida Police Department;
- 201 (B) Leaving a copy with any competent person apparently in charge of the
202 premises or occupying the premises or a part thereof, and by mailing a
203 copy by first class mail to the occupant's last-known address;
- 204 (C) If notice cannot be given under subsection (A) or (B) with reasonable
205 diligence, by affixing a copy of the notice on an entrance to the rented
206 premises where it can be conveniently read and by mailing a copy by first
207 class mail to the occupant's last-known address;
- 208 (D) By mailing a copy of the notice by registered or certified mail to the
209 tenant at the tenant's last-known address;
- 210 (E) By serving the occupant as prescribed in the Rules of Civil Procedure
211 for the service of a summons.
- 212 (3) *Notice to Corporations or Partnerships.* If notice is to be given to a
213 corporation notice may be given by any method provided in subsection (1) except
214 that notice under subsection (1)(A) may be given only to an officer, director,
215 registered agent or managing agent, or left with an employee in the office of such
216 officer or agent during regular business hours. If notice is to be given to a
217 partnership, notice may be given by any method in subsection (1) except that
218 notice under subsection (1)(A) may be given only to a general partner or
219 managing agent of the partnership, or left with an employee in the office of such
220 partner or agent during regular business hours, or left at the usual place of abode
221 of a general partner in the presence of some competent member of the general
222 partner's family at least fourteen (14) years of age, who is informed of the
223 contents of the notice.
- 224 (4) *Notice to One (1) of Several Parties.* If there are two (2) or more co-occupants
225 of the same premises, notice given to one (1) is deemed to be given to the others
226 also.
- 227 (5) *Effect of Actual Receipt of Notice.* If notice is not properly given by one (1) of
228 the methods specified in this section, but is actually received by the other party,
229 the notice is deemed to be properly given; but the burden is upon the owner
230 alleging actual receipt to prove the fact by clear and convincing evidence.

231 (e) *Contrary Provision in the Contract.* Except for leases entered into pursuant to the
232 Leasing law, any termination provisions in a contract that are contrary to those provided
233 in this law are invalid.
234

235 **709.6. Failure to Vacate Following Notice of Eviction or Contract Expiration**

236 709.6-1. *Changing of Locks and Removal of Occupant.* If an occupant fails to vacate the
237 premises following notice of termination based on eviction, occupant termination or expiration
238 and non-renewal of a contract, the owner shall secure and take possession of the premises once
239 the timeframe in the notice of termination has expired.

240 (a) The Comprehensive Housing Division shall contact the Oneida Police
241 Department to request that an Oneida Police Officer be on the scene while the
242 locks are being changed.

243 (b) In the event the occupant has left personal property in the home, the occupant
244 may retrieve the said personal property by contacting the Comprehensive Housing
245 Division staff listed on the notice of termination. The Comprehensive Housing
246 Division shall hold personal property for a minimum of five (5) business days,
247 where a business day is Monday through Friday from 8:00 a.m. to 4:30 p.m. and
248 excludes holidays recognized by the Nation.

249 (1) The Comprehensive Housing Division shall keep a written log of the
250 date and the work time the Comprehensive Housing Division's staff
251 expends storing and/or removing personal property and/or
252 removing/disposing of debris left at the premises after the expiration of the
253 timeframe provided in the notice of termination.

254 (2) The Land Commission and the Comprehensive Housing Division shall
255 jointly create rules further governing the disposition of personal property
256 in relation to residential contracts and the Land Commission and the
257 Division of Land Management shall jointly create rules further governing
258 the disposition of personal property in relation to agricultural and business
259 contracts.

260 709.6-2. *Effect of Failure to Vacate.* A failure to vacate following notice of termination based
261 on eviction, occupant termination or expiration and non-renewal of a contract does not in any
262 circumstances, regardless of acceptance of rent payments, create a periodic tenancy. For the
263 purposes of this section, a periodic tenancy means when an occupant uses/occupies a premises
264 without an effective and valid contract by paying rent on a periodic basis including, but not
265 limited to, day-to-day, week-to-week and month-to-month.

266 709.6-3. *Damages for Failure to Vacate.* If an occupant remains in possession of the premises
267 without consent of the owner after notice of termination based on eviction, occupant termination
268 or expiration and non-renewal of a contract, the owner may, at the owner's discretion, recover
269 from the occupant damages suffered by the owner because of the failure of the occupant to
270 vacate within the time required. In absence of proof of greater damages, the landlord shall
271 recover as minimum damages twice the rental value apportioned on a daily basis for the time the
272 occupant remains in possession. As used in this section, rental value means the amount for which
273 the premises might reasonably have been rented, but not less than the amount actually paid or
274 payable by the occupant for the prior rental period, and includes the money equivalent of any
275 obligations undertaken by the occupant as part of the contract, such as regular property

276 maintenance and repairs. Nothing in this section prevents the owner from seeking and recovering
277 any other damages to which the owner may be entitled.

278

279 **709.7. Withholding From and Return of Security Deposits**

280 709.7-1. *Applicability.* This section applies only to contracts that require a security deposit.

281 709.7-2. *Standard Withholding Provisions.* When the owner returns a security deposit to an
282 occupant after the occupant vacates the premises, the owner may withhold from the full amount
283 of the security deposit only amounts reasonably necessary to pay for any of the following:

284 (a) Occupant damage, waste, or neglect of the premises;

285 (b) Unpaid rent for which the occupant is legally responsible;

286 (c) Payment that the tenant owes under the contract for utility service provided by the
287 owner but not included in the rent;

288 (d) Payment that the tenant owes for direct utility service provided by a
289 government-owned utility, to the extent that the landlord becomes liable for the tenant's
290 nonpayment.

291 (e) Unpaid monthly municipal permit fees assessed against the occupant by a local unit
292 of government, to the extent that the owner becomes liable for the occupant's
293 nonpayment; and

294 (f) Any other payment for a reason provided in a nonstandard provision document
295 described in 709.7-3.

296 709.7-3. *Nonstandard Withholding Provisions.* A contract may include one or more
297 nonstandard withholding provisions that authorize the owner to withhold amounts from the
298 occupant's security deposit for reasons not specified in 709.7-2(a) through (f). The owner shall
299 provide any such nonstandard withholding provisions to the occupant in a separate written
300 document entitled "Nonstandard Withholding Provisions." The owner shall specifically identify
301 each nonstandard withholding provision with the occupant before the occupant enters into a
302 contract with the owner. If the occupant signs his or her name, or writes his or her initials, by a
303 nonstandard withholding provision, it is rebuttably presumed that the owner has specifically
304 identified the nonstandard withholding provision with the occupant and that the occupant has
305 agreed to it.

306 709.7-4. *Normal Wear and Tear.* This section does not authorize the owner to withhold any
307 amount from a security deposit for normal wear and tear, or for other damages or losses for
308 which the occupant cannot reasonably be held responsible under the terms of the contract, and
309 applicable laws and/or rules of the Nation.

310 709.7-5. *Timing for Return of the Security Deposit.* The owner shall deliver or mail to an
311 occupant the full amount of any security deposit paid by the occupant, less any amounts that may
312 be withheld under subsections 709.7-2 and 709.7-3, within thirty (30) calendar days after any of
313 the following:

314 (a) If the occupant vacates the premises on the original termination date of the contract,
315 the date on which the contract terminates.

316 (b) If the occupant vacates the premises or is evicted before the original termination date
317 of the contract, the date on which the occupant's rental agreement terminates or, if the
318 owner re-rents the premises before the occupant's rental agreement terminates, the date
319 on which the new occupant takes occupancy/use of the premises.

320 (c) If the occupant vacates the premises untimely or is removed from the premises
321 pursuant to 709.6-1, the date on which the owner learns that the occupant has vacated the
322 premises or has been removed from the premises under section 709.6-1.
323

324 **709.8. Eviction and Termination Actions**

325 709.8-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions
326 taken pursuant to this law.

327 709.8-2. No administrative hearing body, including a board, committee or commission, is
328 authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental
329 agreement.

330 709.8-3. The owner is the Comprehensive Housing Division in regards to taking actions
331 authorized under this law and complaints filed with the Oneida Judiciary shall name the
332 Comprehensive Housing Division and the specific program.

333 *End.*

334

Adopted – BC



MEMORANDUM

To: Larry Barton, Chief Financial Officer
Ralinda R. Ninham-Lamberies, Assistant Chief Financial Officer

From: Rae M. Skenandore

Date: August 23, 2016

Re: **Financial Impact of the Eviction and Termination Law**

I. Background

This is a new Law on Eviction and Termination that was requested by the Oneida Land Commission. The following summary was provided by the Legislative Reference Office.

- The proposed Law contains the minimum framework and requirements related to the termination of a contract and resulting eviction processes.
- The Division of Land Management and the Land Commission have jointly delegated rulemaking authority under this Law to develop and implement the following rules prior to the implementation of this Law:
 - Rules governing the disposition of personal property
 - The Comprehensive Housing Division (CHD) and the Land Commission may jointly create rules to further govern the processes contained in this Law; except where Federal funding is required in which case the CHD has sole authority
- The Law applies to occupants of Tribally owned property including rental agreements and leases.
- Termination means the contract is cancelled and eviction means the lessee (including property such as farm equipment or household items) are expelled from the property.
- The Law details early contract termination, including causes and notice requirements, and names specific defenses to eviction.
- Details the process regarding failure to vacate following the notice of eviction or contract expiration.
- Details the withholding from and return of security deposits;
- Provides an appeal process to the Oneida Judiciary.

II. Executive Summary of Findings

A “Fiscal Impact Statement” means an estimate of the total identifiable fiscal year financial effects associated with legislation and includes startup costs, personnel, office, documentation costs, as well as an estimate of the amount of time necessary for an agency to comply with the Law after implementation.

The new Law simply details the current processes used by the Nation in the termination of a contract, which includes leases, rental agreements, and evictions from the Nations lands or housing resources. The Oneida Land Commission currently acts as the original Hearing Body for evictions and three Commissioners are required to hold a hearing. The stipend paid for an eviction hearing is \$50.00 per commissioner. In Fiscal Year 2014-2015 only one foreclosure hearing was held for a cost of approximately \$150.00. Any savings from transferring the hearing body authority from the Oneida Land Commission to the Judiciary would be negligible due to their existing operating expenses.

According to DOLM and the Oneida Judiciary, there will be no additional startup, personnel, office, or documentation costs associated with implementing the Law.

With the Rulemaking Authority jointly delegated to the Division of Land Management and the Land Commission, a minimum of 60-90 days would be required to approve the Administrative Rules for this Law.

III. Financial Impact

No fiscal impact.

IV. Recommendation

The Finance Department does not make a recommendation in regards to course of action in this matter. Rather, it is the purpose of this report to disclose potential financial impact of an action, so that General Tribal Council has full information with which to render a decision.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve the Resolution: Defining Comprehensive Housing Division in the Eviction and Termination Law

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.

2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

BC Resolution _____

Defining Comprehensive Housing Division in the Eviction and Termination Law

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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 Oneida Business Committee adopted the Eviction and Termination law with resolution BC 10-12-16__; and

WHEREAS, the Eviction and Termination law assigns responsibilities and authorities, including rulemaking authority, to the Comprehensive Housing Division; and

WHEREAS, the Eviction and Termination law defines the Comprehensive Housing Division as the entity responsible for housing matters specifically related to contracts governed by this law as defined by Oneida Business Committee Resolution; and

NOW THEREFORE BE IT RESOLVED, that for the purposes of the Eviction and Termination law the Oneida Business Committee hereby defines the Comprehensive Housing Division as the Division of Land Management for general residential contracts, the Oneida Housing Authority for income-based residential contracts and Elder Services for residential contracts through the Elder Services program.



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



Statement of Effect

Resolution: Defining Comprehensive Housing Division in the Eviction and Termination Law

Summary

This resolution defines the Comprehensive Housing Division, for the purposes of the Eviction and Termination law, as the Division of Land Management for general residential contracts, the Oneida Housing Authority for income-based residential contracts and Elder Services for residential contracts through the Elder Services program.

Submitted by Krystal L. John, Staff Attorney

Analysis

The Eviction and Termination law assigns responsibilities and authorities, including rulemaking authority, to the Comprehensive Housing Division. The Comprehensive Housing Division is under development as part of the Oneida Business Committee's reorganization; however, it has not yet been formally created.

The Eviction and Termination law assigns responsibilities and authorities to the Comprehensive Housing Division and provides that the Oneida Business Committee shall define that Division by resolution. This allows the law to be adopted now with reference to the Comprehensive Housing Division and prevents the need for amendments to the law at the time that the Comprehensive Housing Division is formally created. Accordingly, this resolution defines the Comprehensive Housing Division for the purposes of the Eviction and Termination law as the Division of Land Management for general residential contracts, the Oneida Housing Authority for income-based residential contracts and Elder Services for residential contracts through the Elder Services program. When the new Comprehensive Housing Division is created, the definition of Comprehensive Housing Division will be required to be updated by Oneida Business Committee resolution, and will not require the law to be amended using the process required by the Legislative Procedures Act.

Conclusion

Adoption of this Resolution would not conflict with the Nation's laws.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Consider the Landlord Tenant Law for adoption

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="Adoption Packet"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Jennifer Falck, LRO Director
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



Oneida Nation
 Oneida Business Committee
 Legislative Operating Committee
 PO Box 365 • Oneida, WI 54155-0365
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TO: Oneida Business Committee
 FROM: Brandon Stevens, LOC Chairperson *BS*
 DATE: October 5, 2016
 RE: Landlord-Tenant Law

Please find the following attached backup documentation for your consideration of the Landlord-Tenant law:

1. Resolution: Landlord-Tenant (Law)
2. Statement of Effect: Landlord-Tenant (Law)
3. Landlord-Tenant (Law) Legislative Analysis
4. Landlord-Tenant (Law) Draft
5. Landlord-Tenant (Law) Fiscal Impact Statement

Overview

This resolution adopts a new Landlord-Tenant law. This is a new law which:

- Provides rental programs offered to Tribal member by the Nation within the Reservation boundaries and includes eligibility requirements and tenant selection criteria *[see 710.4]*.
- Provides detail related to rental agreement provisions and terminations and specifies that assignments of rental agreements are not permitted *[see 710.5]*.
- Details the rights and responsibilities of the Nation as landlord and Tribal members as tenants including disposition of personal property, repairs, damage, pest control, check-in sheets, required notice to enter, and annual inspections *[see 710.6]*.
- Provides provisions related to domestic abuse and sex offender registration *[see 710.7 and 710.8]*.
- Details the process required in the event of a tenant's death *[see 710.9]*.
- Identifies the Comprehensive Housing Division and the Land Commission as the entities delegated authority to jointly develop rules under this law; except where federal funding is required in which case the CHD has sole authority *[see 710.3-1(f) and 710.4-1 and 710.4-3 and 710.6-2 and 710.6-2(c) and 710.6-3(c)(2)]*.
- Identifies the Oneida Judiciary as the original hearing body authority for all actions taken under this law *[see 710.10]*.

In accordance with the Legislative Procedures Act, a public meeting was held regarding this law on July 21, 2016 with a comment period closing on July 28, 2016. Those comments were accepted and considered by the Legislative Operating Committee (LOC) at the August 17, 2016 LOC meeting.

Requested Action

Approve the Resolution: Landlord-Tenant (Law)

BC Resolution _____
Landlord-Tenant Law

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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 Nation currently offers rental programs through the Division of Land Management, the Oneida Housing Authority and Elder Services; and

WHEREAS, the rental programs minimum requirements, selection criteria and rights and responsibilities of the landlord, the Nation, and the tenants are not included in the Real Property law or any other law and are contained only in standard operating procedures of the Division of Land Management, the Oneida Housing Authority and Elder Services; and

WHEREAS, an assessment of the rental programs has determined that it would be beneficial to create a law that contains the minimum framework that is similar for all of the Nation’s rental programs and to delegate rulemaking authority in the law which would allowing for specific more detailed requirements for each program in the rules; and

WHEREAS, this law contains minimum eligibility requirements, selection criteria and rights and responsibilities of the landlord, the Nation, and the tenants and delegates joint rulemaking authority to the Land Commission and the Comprehensive Housing Division to create rules naming each rental program and the specific requirements related to each, and

WHEREAS, this law provides that, at a minimum, rental programs are required to be developed that functions to serve (1) the general population; (2) the low-income population; and (3) the elder population; and

WHEREAS, this law names the Oneida Judiciary as the hearing body able to hear appeals arising under this law (the Land Commission previously had hearing body authority for Division of Land Management administered rental agreements);

WHEREAS, a public meeting on the proposed Law was held on July 21, 2016 in accordance with the Legislative Procedures Act; and

Resolution _____

Page 2

36 **NOW THEREFORE BE IT RESOLVED**, that the Landlord-Tenant law is hereby adopted;
37 and shall become effective in 120 calendar days.

38



Oneida Nation
 Oneida Business Committee
 Legislative Operating Committee
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Oneida-nsn.gov



Statement of Effect

Resolution: Landlord-Tenant Law

Summary

This resolution adopts a new Landlord-Tenant law. This is a new law which:

- Provides rental programs offered to Tribal members by the Nation within the reservation boundaries and includes eligibility requirements and tenant selection criteria [see 710.4].
- Provides detail related to rental agreement provisions and terminations and specifies that assignments of rental agreements are not permitted [see 710.5].
- Details the rights and responsibilities of the Nation as landlord and Tribal members as tenants including disposition of personal property, repairs, damage, pest control, check-in sheet, required notice to enter, and annual inspections [see 710.6].
- Provides provisions related to domestic abuse and sex offender registration [see 710.7 and 710.8].
- Details the process required in the event of a tenant's death [see 710.9].
- Identifies the Comprehensive Housing Division and the Land Commission as the entities delegated authority to jointly develop rules under this law; except where federal funding is required in which case the CHD has sole authority [see 710.3-1(f) and 710.4-1 and 710.4-3 and 710.6-2 and 710.6-2(c) and 710.6-3(c)(2)].
- Identifies the Oneida Judiciary as the original hearing body authority for all actions taken under this law [see 710.10].

Submitted by Krystal L. John, Staff Attorney

Analysis

This Resolution adopts the Landlord-Tenant law which includes the provisions summarized above.

As noted in the resolution, the rental programs minimum requirements, selection criteria and rights and responsibilities of the landlord, the Nation, and the tenants are not included in the Real Property law or any other law and are contained only in standard operating procedures of the Division of Land Management, the Oneida Housing Authority and Elder Services.

This law contains minimum eligibility requirements, selection criteria and rights and responsibilities of the landlord, the Nation, and the tenants and delegates joint rulemaking authority to the Land Commission and the Comprehensive Housing Division to create rules naming each rental program and the specific requirements related to each. Further, this law provides that, at a minimum, rental programs are required to be developed that functions to serve (1) the general population; (2) the low-income population; and (3) the elder population.

This law names the Oneida Judiciary as the hearing body able to hear appeals arising under this law (the Land Commission previously had hearing body authority for Division of Land Management administered rental agreements).

Conclusion

Because the subject matter of this law is not contained in any other laws of the Nation, adoption of this Resolution would not conflict with any of the Nation's laws.



5

LANDLORD-TENANT

<i>Analysis by the Legislative Reference Office</i>					
Title	Landlord-Tenant (law)				
Sponsor	David P. Jordan	Drafter	Krystal L. John	Analyst	Maureen Perkins
Requester & Reason for Request	Land Commission To transfer the Land Commissions' hearing body authority to the Judiciary.				
Purpose	The purpose of this law is to provide mechanisms for protecting the rights of the landlords and tenants within the reservation <i>[see 710.1-1]</i> .				
Authorized/ Affected Entities	Comprehensive Housing Division (Oneida Housing Authority, Division of Land Management and Elder Services), Land Commission, Oneida Tribal members, their spouses and occupants who rent and occupy premises under this law				
Related Legislation	Eviction and Termination law, Administrative Rulemaking law, Building Code, Zoning and Shoreline Protection Ordinance, Pardon and Forgiveness law, and Real Property law				
Enforcement & Due Process	The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions taken pursuant to this law and/or a rental agreement. <i>[see 710.10-1]</i> .				
Public Meeting Status	A public meeting was held on July 21, 2016. This draft includes LOC directed changes based on comments received during the public comment period.				

6

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Overview

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

18

The Landlord-Tenant law:

19

- Provides rental programs offered to Tribal members by the Nation within the reservation boundaries and includes eligibility requirements and tenant selection criteria *[see 710.4]*.

20

- Provides detail related to rental agreement provisions and terminations and specifies that assignments of rental agreements are not permitted *[see 710.5]*.

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- Details the rights and responsibilities of the Nation as landlord and Tribal members as

Draft # 3
2016 10 05

- 24 tenants including disposition of personal property, repairs, damage, pest control, check-in
25 sheet, required notice to enter, and annual inspections [see 710.6].
- 26 ■ Provides provisions related to domestic abuse and sex offender registration [see 710.7
27 and 710.8].
- 28 ■ Details the process required in the event of a tenant's death [see 710.9].
- 29 ■ Identifies the Comprehensive Housing Division and the Land Commission as the entities
30 delegated authority to jointly develop rules under this law; except where federal funding
31 is required in which case the CHD has sole authority [see 710.3-1(f) and 710.4-1 and
32 710.4-3 and 710.6-2 and 710.6-2(c) and 710.6-3(c)(2)].
- 33 ■ The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions
34 taken pursuant to this law and/or a rental agreement. [see 710.10-1].
- 35 ■ No administrative hearing body, including a board, committee or commission, is
36 authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental
37 agreement [see 710.10-2].
- 38 ■ The Landlord is the Comprehensive Housing Division in regards to taking actions
39 authorized under this law and complaints filed with the Oneida Judiciary shall name the
40 Comprehensive Housing Division and the specific program [see 710.10-3].

Administrative Rulemaking

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- 42
- 43 ■ The CHD and the Land Commission have joint rulemaking authority under this law and
44 are required to develop and implement the following rules prior to the implementation of
45 this law:
- 46 1. Establish rules naming residential rental programs and providing the specific
47 requirements and regulations, including eligibility requirements, that apply to
48 each program [see 710.4-1 and 710.4-2(f)].
- 49 2. The Land Commission and the Comprehensive Housing Division shall jointly
50 develop rules governing the selection of applicants for the issuance of rental
51 agreements [see 710.4-3].
- 52 3. Create rules further governing the disposition of personal property [see 710.6-
53 2(c)].
- 54 4. Develop rules governing how and when rent is decreased due to untenability due
55 to damage by fire, water or other casualty or because of any condition hazardous
56 to health, or if there is a substantial violation of section 710.6-3(a) materially
57 affecting the health or safety of the tenant [see 710.6-3(c)(2)].
- 58

Other

- 59
- 60 ■ Please refer to the fiscal impact statement for any financial impacts.
- 61

Considerations

- 62
- 63 ■ This law references the Comprehensive Housing Division (CHD). The CHD is
64 scheduled for implementation October 1, 2016. The BC resolution adopting this law will
65 be accompanied by second resolution that defines the CHD. Each department or division
66 within the CHD (Oneida Housing Authority, Division of Land Management and Elder
67 Services) will be required to create rules delegated under this law until the CHD is
68 implemented.

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Title 7. Property - Chapter 710
LANDLORD-TENANT
Tsi? Yuhwatsyawá'ku Aolihwá'ke
where it bound to the earth - issues

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

710.1. Purpose and Policy

710.1-1. *Purpose.* The purpose of this law is to provide mechanisms for protecting the rights of the landlords and tenants of the Nation’s rental programs.

710.1-2. *Policy.* It is the Nation’s policy to provide a fair process to all landlords and tenants of the Nation’s rental programs that preserves the peace, harmony, safety, health, general welfare and the Nation’s resources.

710.2. Adoption, Amendment, Repeal

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

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

710.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

710.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

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

710.3. Definitions

710.3-1. This section shall govern the definitions of words and phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

(a) “Comprehensive Housing Division” means the entity responsible for housing matters specifically related to rental agreements as defined by Oneida Business Committee Resolution.¹

(b) “Landlord” means the Nation in its capacity to rent real property subject to a rental agreement.

(c) “Nation” means the Oneida Nation.

¹ See BC Resolution _____ providing that for purposes of this 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.

- 47 (d) “Premises” means the property covered by a rental agreement, including not only the
48 real property and fixtures, but also any personal property furnished by the landlord
49 pursuant to a rental agreement.
- 50 (e) “Rental Agreement” means a written contract between a landlord and a tenant,
51 whereby the tenant is granted the right to use or occupy the premises for a residential
52 purpose for one (1) year or less.
- 53 (f) “Reservation” means all property within the exterior boundaries of the reservation of
54 the Oneida Nation, as created pursuant to the 1838 Treaty with the Oneida 7 Stat. 566,
55 and any lands added thereto pursuant to federal law.
- 56 (g) “Rule” means a set of requirements, including citation fees and penalty schedules,
57 enacted jointly by the Land Commission and the Comprehensive Housing Division in
58 accordance with the Administrative Rulemaking law based on authority delegated in this
59 law in order to implement, interpret and/or enforce this law, provided that where such
60 requirements relate solely to premises administered pursuant to federal funding, the
61 Comprehensive Housing Division has sole authority.
- 62 (h) “Tenant” means the person granted the right to use or occupy a premises pursuant to a
63 rental agreement.
- 64 (i) “Security Deposit” means a payment made to the landlord by the tenant to ensure that
65 rent will be paid and other responsibilities of the rental agreement performed.
- 66

67 **710.4. Rental Programs**

68 710.4-1. *Available Rental Programs.* Consistent with available funds, the Comprehensive
69 Housing Division shall provide residential rental programs for providing housing to the
70 following types of tenants and the Oneida Land Commission and the Comprehensive Housing
71 Division shall jointly establish rules naming said programs and providing the specific
72 requirements and regulations that apply to each program:

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

76 710.4-2. *Rental Eligibility Requirements.* In order to be eligible for a rental agreement,
77 applicants shall meet the following conditions:

- 78 (a) Be eighteen (18) years of age at the time of the application;
79 (b) Have no felony or drug convictions within the past two (2) years from the date of
80 application, provided that a pardon or forgiveness received pursuant to the Pardon and
81 Forgiveness law may provide an exception to this condition;
82 (c) Meet the local governments’ laws’ requirements regarding residency restrictions for
83 convicted sex offenders;
84 (d) Meet the income requirements for entering the rental agreement as determined by the
85 rental program’s governing rules;
86 (e) Not hold a residential lease with the Nation; and
87 (f) Meet any other eligibility requirements set by the rental program’s rules, which may
88 not be less strict than this law, but may be stricter than this law.

89 710.4-3. *Tenant Selection.* The Land Commission and the Comprehensive Housing Division
90 shall jointly develop rules governing the selection of applicants for the issuance of rental
91 agreements.

92

93 **710.5. Rental Agreement Documents**

94 710.5-1. *Severability of Rental Agreement Provisions.* The provisions of a rental agreement
95 are severable. If any provision of a rental agreement is void or unenforceable by reason of any
96 law, rule, regulation, or judicial order, the invalidity or unenforceability of that provision does
97 not affect other provisions of the rental agreement that can be given effect without the invalid or
98 unenforceable provision.

99 710.5-2. *Requirements of Rental Agreements and Terminations.* A rental agreement or
100 termination of a rental agreement is not enforceable unless it meets the requirements of this law
101 and is in writing.

102 (a) All rental agreements shall:

103 (1) Set forth the amount of rent or other consideration provided in exchange for
104 the ability to use/occupy the premises;

105 (2) Set forth the required amount of security deposit and require payment of the
106 security deposit prior to the tenant(s) taking use/occupancy of the premises;

107 (3) Set the time of commencement and expiration of the rental agreement;

108 (4) Provide a reasonably definite description of the premises;

109 (5) State that nothing in the agreement may be considered a waiver of the
110 Nation's sovereign immunity, provided that tenants may seek enforcement of a
111 rental agreement or dispute an action taken pursuant to a rental agreement with
112 the Oneida Judiciary; and

113 (6) Be signed by both the landlord and the tenant(s) prior to the tenant(s) taking
114 use/occupancy of the premises;

115 (A) The rental agreement is not required to be signed by all adults
116 using/occupying the premises, provided that the rights and responsibilities
117 contained in the rental agreement do not extend to persons that are not
118 named as tenants in the rental agreement.

119 (B) Unless legally separated, if a tenant(s) is married, the landlord shall
120 require that each spouse sign the rental agreement.

121 (b) Any provision of a rental agreement that does any of the following is void and
122 unenforceable.

123 (1) Allows a landlord to do or threaten to do any of the following because a tenant
124 has contacted an entity for law enforcement services, health services or safety
125 services:

126 (A) Increase rent;

127 (B) Decrease services;

128 (C) Bring an action for eviction pursuant to the Eviction law; and/or

129 (D) Refuse to renew a rental agreement.

130 (2) Except as otherwise provided in this law in regards to domestic abuse,
131 authorizes the eviction or exclusion of a tenant from the premises other than
132 through the process described in the Eviction law.

133 (3) Requires the tenant to pay attorney's fees or costs incurred by the landlord in
134 any legal action or dispute arising under the rental agreement except as supported
135 by a court order.

136 (4) States that the landlord is not liable for property damage or personal injury
137 caused by negligent acts or omissions of the landlord. This subsection does not
138 affect ordinary maintenance obligations of a tenant under 710.6-3(b) or assumed

139 by a tenant under a rental agreement or other written agreement between the
140 landlord and the tenant.

141 (5) Imposes liability on the tenant for any of the following:

142 (A) Personal injury arising from causes clearly beyond the tenant's control.

143 (B) Property damage caused by natural disasters or by persons other than
144 the tenant or the tenant's guests or invitees. This subsection does not
145 affect ordinary maintenance obligations of a tenant under 710.6-3(b) or
146 assumed by a tenant under a rental agreement or other written agreement
147 between the landlord and the tenant.

148 (6) Waives any obligation on the part of the landlord to deliver the premises in a
149 fit and habitable condition or to maintain the premises during the tenant's
150 tenancy.

151 (7) Allows for periodic tenancy, which for the purposes of this section means
152 when a tenant uses/occupies a premises without an effective and valid rental
153 agreement by paying rent on a periodic basis including, but not limited to, day-to-
154 day, week-to-week and month-to-month.

155 710.5-3. *Assignment of Rental Agreements Not Permitted.* Assignments of rental agreements
156 are not permitted under any circumstances.

157

158 **710.6. Rights and Duties of Landlords and Tenants**

159 710.6-1. This section governs the rights and duties of the landlord and tenant in the absence of
160 any inconsistent provision found in a valid rental agreement.

161 710.6-2. *Disposition of Personal Property Left by the Tenant.* If the tenant moves from or is
162 evicted from the premises and leaves personal property, the landlord may presume that the tenant
163 has abandoned the personal property and may dispose of said property in any manner that the
164 landlord, in his or her sole discretion, determines is appropriate, provided that:

165 (a) The landlord shall hold personal property for a minimum of five (5) business days
166 and the tenant may retrieve said personal property by contacting the landlord.

167 (b) The landlord shall keep a written log of the date and the work time that the Nation's
168 staff expends storing and/or removing personal property and/or removing/disposing of
169 debris left at the property after the expiration of the timeframe provided in the order to
170 vacate.

171 (c) The Land Commission and the Comprehensive Housing Division shall jointly create
172 rules further governing the disposition of personal property.

173 710.6-3. *Repairs; Untenability.* This section applies to all leases if there is no contrary
174 provision in writing signed by both parties.

175 (a) *Duties of the Landlord.*

176 (1) Except for repairs made necessary by the negligence of, or improper use of the
177 premises by the tenant, the landlord has a duty to do all of the following:

178 (A) Keep in a reasonable state of repair portions of the premises over
179 which the landlord maintains control.

180 (B) Keep in a reasonable state of repair all equipment under the landlord's
181 control necessary to supply services that the landlord has expressly or
182 impliedly agreed to furnish to the tenant, such as heat, water, elevator, or
183 air conditioning.

184 (C) Make all necessary structural repairs.

- 185 (D) Except as provided in section 710.6-3(b)(2), repair or replace any
186 plumbing, electrical wiring, machinery, or equipment furnished with the
187 premises and no longer in reasonable working condition.
- 188 (E) Comply with any laws or rules of the Nation that are applicable to the
189 premises.
- 190 (2) If the premises are part of a building where other parts are occupied by one (1)
191 or more other tenants, negligence or improper use by one (1) tenant does not
192 relieve the landlord from the landlord's duty to make repairs as provided in 710.6-
193 3(a)(1), provided that the landlord may require the responsible tenant to pay for
194 such repairs.
- 195 (3) A landlord shall disclose to a prospective tenant, before entering into a rental
196 agreement with or accepting any earnest money or security deposit from the
197 prospective tenant, any violation of either the Building Code of the Oneida Nation
198 or the Zoning and Shoreland Protection Ordinance if all of the following apply:
- 199 (A) The landlord has actual knowledge of the violation;
- 200 (B) The violation affects the dwelling unit that is the subject of the
201 prospective rental agreement or a common area of the premises;
- 202 (C) The violation presents a significant threat to the prospective tenant's
203 health or safety; and
- 204 (D) The violation has not yet been corrected but the landlord shall correct
205 the violation prior to the tenant taking occupancy of the premises.
- 206 (4) If the premises are damaged by fire, water or other casualty, not the result of
207 the negligence or intentional act of the landlord, this subsection is inapplicable
208 and either section 710.6-3(b) or (c) governs.
- 209 (5) The landlord is responsible for all required pest control to keep the premises
210 in a safe and healthy condition, provided that where an infestation has occurred
211 due to the acts or inaction of the tenant the pest control costs may be assessed
212 against the tenant.
- 213 (b) *Duties of the Tenant.*
- 214 (1) If the premises are damaged, including by an infestation of insects or other
215 pests, due to the acts or inaction of the tenant, the landlord may elect to allow the
216 tenant to remediate or repair the damage and restore the appearance of the
217 premises by redecorating. However, the landlord may elect to undertake the
218 remediation, repair, or redecoration, and in such case the tenant shall reimburse
219 the landlord for the reasonable cost thereof; the cost to the landlord is presumed
220 reasonable unless proven otherwise by the tenant.
- 221 (2) The tenant shall keep plumbing, electrical wiring, machinery and equipment
222 furnished with the premises in reasonable working order.
- 223 (3) Tenants shall comply with all laws and rules of the Nation.
- 224 (c) *Untenability.* If the premises become untenable because of damage by fire, water or
225 other casualty or because of any condition hazardous to health, or if there is a substantial
226 violation of section 710.6-3(a) materially affecting the health or safety of the tenant, the
227 tenant may move from the premises unless the landlord promptly repairs, rebuilds or
228 eliminates the health hazard or the substantial violation of 710.6-3(a) materially affecting
229 the health or safety of the tenant.

- 230 (1) The tenant may also move and terminate the rental agreement if the
231 inconvenience to the tenant by reason of the nature and period of repair,
232 rebuilding or elimination would impose undue hardship on the tenant.
- 233 (2) If the tenant remains in possession, the landlord shall decrease rent for each
234 month to the extent the tenant is deprived of the full normal use of the premises.
235 The Land Commission and the Comprehensive Housing Division shall jointly
236 develop rules governing how and when rent is decreased pursuant to this section.
237 This subsection does not authorize rent to be withheld in full, if the tenant remains
238 in possession.
- 239 (3) If the tenant justifiably moves out under this subsection, the tenant is not
240 liable for rent after the premises become untenable and the landlord shall repay
241 any rent paid in advance apportioned to the period after the premises become
242 untenable. This subsection is inapplicable if the damage or condition is caused by
243 negligence or improper use by the tenant.
- 244 (d) *Check-in sheet.* Landlords shall provide all new tenants with a check-in sheet when
245 the tenant commences his or her occupancy of the premises that the tenant may use to
246 make comments, if any, about the condition of the premises. The landlord shall provide
247 the tenant with seven (7) days from the date the tenant commences his or her occupancy
248 to complete the check-in sheet and return it to the landlord. The landlord is not required
249 to provide the check-in sheet to a tenant upon renewal of a rental agreement.
- 250 (e) *Notice to Enter Required.* The landlord shall provide twenty-four (24) hour written
251 notice prior to entering the tenant's premises where notice is required to either be
252 personally served to the tenant or posted on the premises. A landlord is exempt from this
253 notice requirement in the case of an emergency welfare check. The basis of a welfare
254 check may include, but is not limited to the following:
- 255 (1) The landlord believes the tenant's or a child's wellbeing may be in jeopardy
256 based on reports of child abuse or neglect, medical concerns, suspicious activity
257 or other reported information;
- 258 (2) The landlord suspects the tenant has abandoned the premises; and/or
- 259 (3) The landlord receives notice that the premise's utilities have been
260 disconnected.
- 261 (f) *Acts of tenant not to affect rights of landlord.* No act of a tenant in acknowledging as
262 landlord a person other than the tenant's original landlord can prejudice the right of the
263 original landlord to possession of the premises.
- 264 (g) *Annual Inspection Required.* In the event the tenant renews the rental agreement for
265 additional terms, the landlord shall, at a minimum, inspect the premises once annually.

266
267 **710.7. Domestic Abuse Protections**

- 268 710.7-1. If a tenant notices the landlord of domestic abuse with of any of the following
269 documentation, regardless of marital status, the landlord shall change the locks to the premises
270 and, if the tenant is unmarried, allow the tenant to modify the rental agreement to remove the
271 domestic abuser:
- 272 (a) An injunction order under Wis. Stat. 813.12(4) protecting the tenant from a co-tenant;
- 273 (b) An injunction order under Wis. Stat. 813.122 protecting a child of the tenant from a
274 co-tenant;

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- 275 (c) An injunction order under Wis. Stat. 813.125(4) protecting the tenant or child of the
276 tenant from a co-tenant, based on the co-tenant's engaging in an act that would constitute
277 sexual assault under Wis. Stat. 940.225, 948.02 or 948.025, or stalking under Wis. Stat.
278 940.32, or attempting or threatening to do the same;
279 (d) A condition of release under Wis. Ch. 969 ordering the co-tenant not to contact the
280 tenant;
281 (e) A criminal complaint alleging that the co-tenant sexually assaulted the tenant or a
282 child of the tenant under Wis. Stat. 940.225, 948.02 or 948.025;
283 (f) A criminal complaint alleging that the co-tenant stalked the tenant or a child of the
284 tenant under Wis. Stat. 940.32; or
285 (g) A criminal complaint that was filed against the co-tenant as a result of the co-tenant
286 being arrested for committing a domestic abuse offense against the tenant under Wis.
287 Stat. 968.075.

288 710.7-2. If a tenant is no longer eligible to maintain the rental agreement upon removing a co-
289 tenant domestic abuser from the rental agreement, the landlord shall permit the tenant to remain
290 on the premises for the longer of either the duration of the rental agreement or ninety (90) days
291 from the date the rental agreement is modified. If the latter applies, in addition to removing the
292 co-tenant that is the domestic abuser, the landlord shall also revise the rental agreement to extend
293 its duration.

294 710.7-3. The Eviction law provides tenants that are victims of domestic abuse with a defense
295 to eviction should the abusers actions be the cause for eviction.

296

297 **710.8. Sex Offender Registry**

298 710.8-1. Should a tenant request information about whether any other tenants are required to
299 register as a sex offender, the landlord shall provide the tenant with written notice that he or she
300 may obtain information about the sex offender registry and persons registered within the registry
301 by contacting the department of corrections. The landlord shall include in such notice the
302 appropriate telephone number and internet site of the department of corrections.

303

304 **710.9. Termination of Tenancy at Death of Tenant**

305 710.9-1. If a tenant dies, his or her tenancy is terminated on the earlier of the following:

306 (a) Sixty (60) days after the landlord receives notice, is advised, or otherwise becomes
307 aware of the tenant's death;

308 (b) The expiration of the term of the rental agreement.

309 710.9-2. The deceased tenant or his or her estate is not liable for any rent after the termination
310 of his or her tenancy. A landlord may not contact or communicate with a member of the
311 deceased tenant's family for the purpose of obtaining from the family member rent for which the
312 family member has no liability.

313 710.9-3. Nothing in this section relieves another adult tenant of the deceased tenant's premises
314 from any obligation under a rental agreement or any other liability to the landlord.

315 710.9-4. If the deceased tenant is a Tribal member whose death renders a co-tenant no longer
316 eligible for a rental agreement, the non-Tribal member tenant may remain in the premises for the
317 longer of either the duration of the rental agreement or ninety (90) days from the date of the
318 Tribal member tenant's death. If the latter applies, the landlord shall revise the rental agreement
319 to extend its duration.

320

321
322 **710.10. Landlord or Tenant Actions**
323 710.10-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding
324 actions taken pursuant to this law and/or a rental agreement.
325 710.10-2. No administrative hearing body, including a board, committee or commission, is
326 authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental
327 agreement.
328 710.10-3. The landlord is the Comprehensive Housing Division in regards to taking actions
329 authorized under this law and complaints filed with the Oneida Judiciary shall name the
330 Comprehensive Housing Division and the specific program.

331
332 *End.*

333
334

Adopted – BC



MEMORANDUM

To: Larry Barton, Chief Financial Officer
RaLinda R. Ninham-Lamberies, Assistant Chief Financial Officer

From: Rae M. Skenandore

Date: August 25, 2016

Re: **Financial Impact of the Landlord Tenant Law**

I. Background

This new proposed Law was requested by the Oneida Land Commission. The Law provides guidance for landlords and tenants and applies to all Tribal departments and divisions that provide rental housing opportunities within the Reservation. It also standardizes the core processes and delegates authority through the Comprehensive Housing Division (under development). The Law identifies the Comprehensive Housing Division (CHD) and the Land Commission as the entities delegated authority to jointly develop Rules under this Law; except where Federal funding is required in which case the CHD has sole authority. The following is a summary of the key aspects of the Law:

- Governs residential rental programs for the following types of tenants:
 - Elder Tribal members;
 - Low-income Oneida Tribal members and families; and
 - Tribal members in general.
- Applies to occupants of Nation owned property including rental agreements and leases.
- Includes the following eligibility requirements:
 - Be eighteen (18) years of age at the time of the application;
 - Have no felony or drug convictions within the past two (2) years from the date of application, provided that a pardon or forgiveness received pursuant to the Pardon and Forgiveness law may provide an exception to this condition;
 - Meet the local government's laws requirements regarding residency restrictions for convicted sex offenders;
 - Meet the income requirements for entering the rental agreement as determined by the rental program's governing rules;
 - Not hold a current residential lease with the Nation; and
 - Meet any other eligibility requirements set by the rental program's rules, which may not be less strict than this Law, but may be stricter than this law.

- Sets forth the requirements of Rental Agreements.
- Sets forth the rights and responsibilities of the Nation as landlord and Tribal members as tenants.
- Provides provisions to protect tenants that are victims of domestic abuse.
- Includes a provision to provide information on sex offenders through the registry.
- Details the process required in the event of a tenant's death.
- Identifies the Oneida Judiciary as the original hearing body authority for all actions taken under this law.

II. Executive Summary of Findings

A "Fiscal Impact Statement" means an estimate of the total identifiable fiscal year financial effects associated with legislation and includes startup costs, personnel, office, documentation costs, as well as an estimate of the amount of time necessary for an agency to comply with the Law after implementation.

The intent of the new Law is to standardize requirements, operations, and procedures of the various Tribal entities engaged in residential rental agreements and leases. Currently, Elder Services, Housing, and the Division of Land Management provide rental opportunities to Tribal Members.

The following two issues raised do not have a direct Fiscal impact. However, they may impact future revenue or potential services provided by the Oneida Nation if the Law is implemented.

First, the Law is restricted to serving three populations. Tribal elders, Tribal members and families that qualify for low income housing under Federal guidelines, and Tribal members in general. Under this Law, no Tribal entity could rent to non-Oneida Tribal member or individuals that are not Tribal. It should be noted that any development opportunities that would include rentals for individuals that are not Oneida members are prohibited under this Law

Second, again the intent of the Law is to standardize requirements, operations, procedures, and due process of the various Tribal entities engaged in residential rental agreements and leases. However, the eligibility requirements of one program are listed as a requirement for all rentals. This Law would prohibit any Tribal entity from providing transitional or independent housing for ex-offenders regardless of the type of felony. For example, a fourth Operating While Intoxicated (OWI) is an automatic felony under Wisconsin State Law. Individuals convicted of a fourth OWI would be prohibited from entering into a lease or rental agreement with any Tribal entity for the period of two years.

The Oneida Land Commission currently acts as the original Hearing Body for disputes under leases or rental agreements. The stipend paid for a hearing is \$50.00 per commissioner and three Commissioners are required for a hearing. Any savings from transferring the hearing

body authority from the Oneida Land Commission to the Judiciary would be negligible due to their existing operating expenses.

According to Division Of Land Management and the Oneida Judiciary, there will be no additional startup, personnel, office, or documentation costs associated with implementing the Law.

Rulemaking Authority is jointly delegated to the Division of Land Management and the Land Commission. The Administrative Rules for this Law will be completed within 120 days. Upon the approval of the Rules, the Law can be implemented.

III. Financial Impact

No fiscal impact.

IV. Recommendation

The Finance Department does not make a recommendation in regards to course of action in this matter. Rather, it is the purpose of this report to disclose potential financial impact of an action, so that General Tribal Council has full information with which to render a decision.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve the Resolution: Defining Comprehensive Housing Division in the Landlord- Tenant Law

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="Statement of Effect"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

BC Resolution _____

Defining Comprehensive Housing Division in the Landlord-Tenant 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 Oneida Business Committee adopted the Landlord-Tenant law with resolution BC 10-12-16__; and

WHEREAS, the Landlord-Tenant law assigns responsibilities and authorities, including rulemaking authority, to the Comprehensive Housing Division; and

WHEREAS, the Landlord-Tenant law defines the Comprehensive Housing Division as the entity responsible for housing matters specifically related to rental agreements as defined by Oneida Business Committee Resolution; and

NOW THEREFORE BE IT RESOLVED, that for the purposes of the Landlord-Tenant law the Oneida Business Committee hereby defines the Comprehensive Housing Division as 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.



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



Statement of Effect

Resolution: Defining Comprehensive Housing Division in the Landlord-Tenant Law

Summary

This resolution defines the Comprehensive Housing Division, for the purposes of the Landlord-Tenant law, 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.

Submitted by Krystal L. John, Staff Attorney

Analysis

The Landlord-Tenant law assigns responsibilities and authorities, including rulemaking authority, to the Comprehensive Housing Division. The Comprehensive Housing Division is under development as part of the Oneida Business Committee's reorganization; however, it has not yet been formally created.

The Landlord-Tenant law assigns responsibilities and authorities to the Comprehensive Housing Division and provides that the Oneida Business Committee shall define that Division by resolution. This allows the law to be adopted now with reference to the Comprehensive Housing Division and prevents the need for amendments to the law at the time that the Comprehensive Housing Division is formally created. Accordingly, this resolution defines the Comprehensive Housing Division for the purposes of the Landlord-Tenant law as 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. When the new Comprehensive Housing Division is created, the definition of Comprehensive Housing Division will be required to be updated by Oneida Business Committee resolution, and will not require the law to be amended using the process required by the Legislative Procedures Act.

Conclusion

Adoption of this Resolution would not conflict with the Nation's laws.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Consider adoption of the Vendor Licensing law amendments

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="Adoption Packet"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Jennifer Falck, LRO Director
Your Name, Title / Dept. or Tribal Member


Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



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



TO: Oneida Business Committee
FROM: Brandon Stevens, LOC Chairperson 
DATE: October 12, 2016
RE: Vendor Licensing Law Amendments

Please find the following attached backup documentation for your consideration of the Vendor Licensing Law Amendments:

1. Resolution: Vendor Licensing Law Amendments
2. Statement of Effect: Vendor Licensing Law Amendments
3. Vendor Licensing Law Amendments Legislative Analysis
4. Vendor Licensing Law Amendments Redline Draft
5. Vendor Licensing Law Amendments Clean Draft
6. Vendor Licensing Law Amendments Fiscal Impact Statement

Overview

This resolution adopts amendments to the Vendor Licensing law (the law) which are summarized as follows:

- Specific provisions addressing vendor licensing fees, including late fees and requirements for prorating fees; are deleted from the law. Instead, the Licensing Department is delegated rulemaking authority to establish these fees and related requirements by rule.
- The Law no longer identifies specific entities that are exempt from the licensing requirements of this law, or that are exempt from the licensing fee. Instead, the Licensing Department is delegated rulemaking authority to establish these by rule.
- The current law delegates various authorities to a License Commission, including the authority to hear appeals of licensing decisions. However, there is currently no License Commission; so the references to that Commission are deleted. Instead, the law states that the Licensing Department's decisions can be appealed to the Judiciary.
- The current law provides that the Licensing Department is under the Compliance Division, in the organizational structure. However, there is no such division, so references to the Compliance Division are replaced with references to the Department, which already handles the responsibilities the law currently delegates to the Compliance Division.
- Various procedural and administrative requirements are deleted, as these would be more appropriate in a rule or internal operating procedure.
- The format and language of the law are revised to reflect standard drafting practices and to update the law, which has not been updated since 1997.

In accordance with the Legislative Procedures Act, a public meeting was held regarding these amendments on July 21, 2016 with a comment period closing on July 28, 2016. The comments

BC Resolution _____
Vendor Licensing Law Amendments

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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 Vendor Licensing law delegated hearing body authority and oversight authority to a License Commission which does not presently exist; and

WHEREAS, the amendments to the law remove obsolete references to a License Commission and make Licensing Department decisions appealable to the Judiciary; and

WHEREAS, the amendments to the law remove various provisions addressing fees and licensing requirements, including exemptions and deferments; and specifically delegate rulemaking authority to the Licensing Department so that those requirements can instead be established by rule; and

WHEREAS, the amendments to the law delete various procedural and administrative requirements, as these are more appropriate in a rule or internal operating procedure; and

WHEREAS, the Vendor Licensing law has not been comprehensively updated since 1997, and amendments update the law to reflect current drafting and formatting requirements; and improve the organization of the provisions; and

WHEREAS, a public meeting was held on July 21, 2016, and the Legislative Operating Committee has reviewed and considered all comments received during the public meeting and public comment period.

NOW THEREFORE BE IT RESOLVED, that the amendments to the Vendor Licensing law are hereby adopted.



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



Statement of Effect

Resolution: Vendor Licensing Law Amendments

Summary

This resolution adopts amendments to the Vendor Licensing Law. The amendments can be summarized as follows:

- Various provisions identifying vendor licensing fees, including late fees and requirements for prorating fees; are deleted from the law. Instead, the Licensing Department is delegated rulemaking authority to establish these fees and related requirements by rule.
- The Law no longer identifies specific entities that are exempt from the licensing requirements of this law, or that are exempt from the licensing fee. The Law also no longer identifies whether or how fees could be deferred. Instead, the Licensing Department is delegated rulemaking authority to establish exemptions and deferrals by rule.
- The current law delegates various authorities to a License Commission, including the authority to hear appeals of licensing decisions. However, there is currently no License Commission; so the references to that Commission are deleted. Instead, the law states that the Licensing Department's decisions can be appealed to the Judiciary.
- The current law provides that the Licensing Department is under the Compliance Division, in the organizational structure. However, there is no such division, so references to the Compliance Division are replaced with references to the Department, which already handles the responsibilities the law currently delegates to the Compliance Division.
- Various procedural and administrative requirements are deleted, as these would be more appropriate in a rule or internal operating procedure.
- The format and language of the law are revised to reflect standard drafting practices and to update the law.

Submitted by Patricia Garvey, Oneida Law Office

Analysis from Legislative Reference Office

This resolution adopts amendments to the Vendor Licensing Law (the law), including the provisions summarized above. The law had not been comprehensively reviewed since 1997; so in addition to changing requirements, various revisions were also made to update the law to reflect current drafting standards and to streamline the law.

These amendments remove references to two non-existent entities – a License Commission and a Compliance Division; clarifying that the Licensing Department's decisions can be appealed to the Judiciary, instead of a nonexistent License Commission; and removing references to the Compliance Division altogether, since the Licensing Department already performs most of the responsibilities delegated to the nonexistent Compliance Division.

Various provisions related to fees and licensing requirements are removed from the law (including an “attached” fee schedule, which set the annual vendors license fee at \$100 for 1996). Instead, the law instead delegates rulemaking authority to the Licensing Department, to establish those requirements by rule, in accordance with the Administrative Rulemaking law. This will enable the Licensing Department to change the fees/requirements as necessary, without needing to amend the entire law each time.

Although most of the provisions establishing exemptions from the licensing/fee requirements are deleted, two specific exemptions remain in the law: services and products provided by another government, and by other federally-recognized tribes, are still exempt from the licensing requirement; subject to all the laws and rules of the Oneida Nation.

Various procedural requirements are also removed from the Law, as these govern internal processes and procedures followed by the Licensing Department. Those operational requirements are more appropriately set out in an SOP or departmental process; instead of in a law.

Conclusion

Adoption of this resolution would not conflict with Oneida law.



4

Vendor Licensing Law Amendments

<i>Analysis by the Legislative Reference Office</i>	
Title	Oneida Vendor Licensing Law (the Law)
Sponsor	Jennifer Webster Drafter Doug McIntyre, Pat Garvey Analyst Tani Thurner
Requester & Reason for Request	Initially, the Licensing Department submitted a request for amendments to include a specialized provision for SEOTS; however, that change was not made. Instead, other amendments were made to update the Law.
Purpose	This Law governs the licensing of vendors who do business with the Oneida Nation.
Authorized/ Affected Entities	Oneida Licensing Department, entities conducting business with the Oneida Nation.
Related Legislation	Oneida Gaming Commission Vendor Licensing and Permitting Regulations (OGC R#1), ONGO, Food Service Code, Indian Preference Law, various related resolutions and policies related to contracting, licensing, and/or vendors.
Enforcement & Due Process	Denial/revocation of vendor licenses; Department decisions are appealable to the Judiciary.
Public Meeting Status	A public meeting was held on July 21, 2016. The public comments submitted during the public meeting and public comment period have been reviewed by the LOC; and any changes have been incorporated into this draft.

5

6 With the exception of minor technical amendments to reflect the adoption of the
 7 Judiciary, the Vendor Licensing Law (the Law) has not been amended since 1997. The proposed
 8 amendments update the Law and:

- 9 • Clarify that the Licensing Department (Department) is not under the Compliance Division
 10 (which does not exist). References to the Compliance Division are replaced with references
 11 to the Department, which already exercises the authorities and handles the responsibilities the
 12 Law delegates to the Compliance Division. [56.1-2, current law 56.3-5 thru 56.3-9]
- 13 • Provide that Department decisions can be appealed to the Judiciary. Currently, the Law
 14 authorizes a License Commission to hear appeals of licensing decisions, but that entity was
 15 never created. [56.9, current law 56.3-8 and 56.7]
- 16 • Delete various requirements, which would instead be established by rules promulgated by the
 17 Department; in accordance with the new Administrative Rulemaking Law. [56.3-1(g)] The
 18 amendments specifically delegate authority to the Department to enact rules for:
 - 19 ○ Additional exemptions and deferrals from the license/fee requirements. [56.8-2]
 - 20 ■ Services/products provided by another federally-recognized tribe or by
 21 another government are still specifically not required to obtain a vendor's
 22 license) [56.8-1] but a list of license fee exemptions is deleted, as is a
 23 provision authorizing fee deferrals in emergency situations. [Current law,
 24 56.10-1]
 - 25 ○ Any other fees (besides license fees) that may be imposed under this Law. [56.6-1]
 - 26 ■ Each business entity's license fees are still determined and based upon the
 27 revenue generated by the entity over the previous year, and business entities

- 28 with no revenue history still pay a fee based upon a projected revenue figure;
 29 this fee would still be determined by the Department; although the Law does
 30 not specifically authorize the Department to establish the fee by Rule.
- 31 ■ Currently, the law requires the fee schedule to be reviewed annually by the
 32 License Commission, with recommendations from the Finance Committee
 33 and approval from the OBC [current 56.6-1(a)]. If the fee schedule is now
 34 established by Rule instead, it would instead be reviewed and approved as set
 35 out in the Rulemaking Law. This means for all proposed rules, the
 36 Department, is responsible for, among other things, publishing notice,
 37 conducting public meetings, reviewing all public comments received,
 38 preparing a fiscal analysis, etc. The amendments also require the Department
 39 to notify all new applicants of any applicable rules, instead of “procedures for
 40 application.” [56.5-1].
 - 41 ■ A vendors licensing fee schedule for 1996, which set the licensing fee at \$100
 42 per year, is deleted from the Law. [Current “Attachment A”]
 - 43 ■ Provisions establishing a \$3/monthly late fee are deleted; the amended law
 44 only states that a late fee may be added to the cost of the annual license fee.
 45 [56.6-3(b) and the current law, 56.6-1(c)(3) and 56.5-1(b)(2)]
 - 46 ■ Requirements for prorating vendor fees are deleted. [56.5-2]
- 47 • Specific public records and records retention requirements are replaced with requirements
 48 that the Department retain certain records in accordance with applicable laws and rules of the
 49 Nation. [56.4-2(a) and 56.5-4]
 - 50 • The Risk Management Department is no longer solely required to determine whether an
 51 applicant has adequate insurance coverage; instead this will be determined by the Risk
 52 Management Department, in cooperation with the Department. [56.5-1]
 - 53 • Various procedural and administrative requirements are deleted, which would be more
 54 appropriate in a rule or internal operating procedure.

55 Other

56 The Law no longer requires all vendor licenses to be conspicuously placed on or in the
 57 premises of the place of business or service. However, it appears the Department could
 58 promulgate a rule related to the placement of licenses.. [Current law 56.6-1(d)]

59 Instead of identifying responsibilities for “licensing agents,” the Law identifies
 60 responsibilities for the Department (licensing agents are employees of the Department).

61 Additional licensing requirements for specific types of vendors are deleted as these just
 62 repeat requirements set out in other applicable laws and policies [current law, 56.9] and
 63 expired/redundant provisions are deleted. [*i.e.* current law 56.4-2 and 56.4-3]

64 The term “ordinance” is replaced with “law” and “Nation” is used instead of “Tribe”, to
 65 reflect the 2015 Constitutional amendments. [*See i.e.* 56.3-1(f) and the current law, 56.3-10.]
 66 Sections 56.2 and 56.3 are revised to incorporate the specific wording required by the Legislative
 67 Procedures Act. The Law no longer states that it can be amended or repealed by General Tribal
 68 Council; although GTC does have authority to do so. [56.2-2] Other minor language/formatting
 69 changes are made to improve the clarity of the law and to ensure compliance with standard
 70 drafting practices; these changes do not affect the content of the law.

71 Considerations

72 There are two issues the LOC may want to consider:

- 73 1. Under this law, the Department may suspend a vendor’s license for noncompliance with the

74 Law, but first must notify the business entity and allow the entity 30 days to rectify the
75 noncompliance. The only situation in which a license can be immediately revoked, is if the
76 business entity has inadequate insurance coverage. [56.7-1] By comparison, Oneida Gaming
77 Commission Regulation – Vendor Licensing and Permitting (OGC R#1) authorizes the Gaming
78 Commission to immediately suspend Gaming Services vendor license or permit at any time if,
79 “in the judgment of the Commission, the public interest, and the effective regulation and control
80 of gaming and others require the immediate exclusion of a vendor.” [OGC R#1, section 1.16-4.]
81

82 *Recommendation:* The LOC may want to consider whether the Law should allow for any other
83 situations where a license can be immediately suspended. This is a policy call.
84

85 2. This Law does not mention conditional licenses or permits. By comparison, OGC R#1 enables
86 the Gaming Commission to impose conditions on a gaming services vendor license or permit
87 (i.e. issue a conditional license or permit) if the Gaming Commission believes the conditions will
88 ensure compliance with the Oneida Nation Gaming Ordinance or with other applicable laws or
89 regulations. OGC R#1 also sets out what a conditional license or permit must include and what
90 happens if the vendor fails to adhere to the conditional license or permit requirements.
91

92 *Recommendation:* The LOC may want to consider whether the Law should allow for the
93 Department to impose conditions on a vendor license. This is a policy call.
94
95

Title 5. Business - Chapter 56506
ONEIDA-VENDOR LICENSING
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56.1-1. Purpose and Policy	
56.2-1. Adoption, Amendment Repeal	
56.3-1. Definitions	
56.4-1. Scope of the Requirement	
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56.1-1. Purpose and Policy.

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

(a) regulate and license all vendors who provide a service for and do business with the Oneida ~~Tribe of Indians of Wisconsin Nation, and~~

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

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

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

56.2-1. Adoption, Amendment Repeal.

56.2-1. This ~~ordinance is~~ law was adopted by the Oneida Business Committee by resolution # ~~BC-3-5-97-E02-19-92-C~~ and amended by ~~resolution~~ resolutions BC-3-5-97-E, BC-02-25-15-C: and .

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

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

30 ~~56.2-4. All other Oneida laws, policies, regulations, rules, resolutions, motions and all other~~
31 ~~similar actions which are inconsistent with this ordinance as related to the licensing of vendors~~
32 ~~by the Compliance Division are hereby repealed unless specifically re-enacted after adoption of~~
33 ~~this ordinance.~~

34 ~~56.2-4. In the event of a conflict between a provision of this law and a provision of another law,~~
35 ~~the provisions of this law shall control.~~

36 ~~56.2-5. -This law is adopted under the authority of the Constitution of the Oneida Tribe of~~
37 ~~Indians of Wisconsin Nation.~~

38

39 **56.3-1. Definitions.**

40 ~~56.3-1. This Article section shall govern the definitions of words and phrases as used~~
41 ~~herein within this law. All words not defined herein shall be used in their ordinary and everyday~~
42 ~~sense.~~

43 ~~56.3-2. "Emergency Situation" means an unforeseen occurrence that requires immediate attention,~~
44 ~~the absence of which would endanger the health or safety of others, cause the loss of perishable~~
45 ~~goods, or create an economic hardship due to the unavoidable imminent nature of the~~
46 ~~circumstance.~~

47 ~~56.3-3. (a) "Business Entity day" means Monday through Friday from 8:00 a.m. to 4:30~~
48 ~~p.m., excluding holidays recognized by the Nation.~~

49 ~~(b) "Business entity" means that which exists as a particular and discrete unit, which may~~
50 ~~include, but is not limited to; any person, partnership, corporation, joint venture,~~
51 ~~franchise, governmental enterprise, or any other natural or artificial person or~~
52 ~~organization. The term "entity" is intended to be as broad and encompassing as possible~~
53 ~~to ensure the jurisdiction of the Oneida Vendor's Licensing Ordinance this law.~~

54 ~~56.3-4. "Vendor's License(c) "Department" means a permit granted by an appropriate~~
55 ~~governmental body to a person, business, or corporation to pursue some occupation or to carry~~
56 ~~on some business or service, and which is subject to regulations of the Oneida Nation.~~

57 ~~56.3-5. "License Fee" means that fee imposed upon all vendors who apply to perform a service~~
58 ~~for or do business with the Oneida Tribe of Indians of Wisconsin as established and calculated~~
59 ~~by the Compliance Division pursuant to the regulatory grant of power afforded them by this~~
60 ~~ordinance.~~

61 ~~56.3-6. "Licensing Agent" means an employee of the Oneida Licensing Department of the~~
62 ~~Oneida Compliance Division with the delegated authority and responsibility to implement and~~
63 ~~enforce this ordinance.~~

64 ~~56.3-7. "Oneida Compliance Division" means that division within the Oneida administration~~
65 ~~with the purpose and authority to oversee adherence to laws, ordinances, policies and procedures~~
66 ~~of the Oneida Tribe.~~

67 ~~56.3-8. "Oneida License Commission" means the regulatory entity formed to conduct hearings~~
68 ~~and decide cases of licensing disputes as they relate to those licenses, certificates or permits~~
69 ~~issued by the Compliance Division.~~

70 ~~56.3-9. "Oneida Licensing Department" means that department located within the~~
71 ~~organizational structure of the Compliance Division of the Oneida Tribe which is~~
72 ~~responsible for administering licensing programs on behalf of the Tribe, hereafter~~
73 ~~referred to as department.~~

74 ~~56.3-10. "Oneida Nation" means the Oneida Tribe of Indians of Wisconsin.~~

75 ~~56.3-11. “Training Session” means an educational experience contracted wholly for the~~
76 ~~education of tribal members or employees.~~

77 ~~56.3-12. “Tribal Members” means persons who are enrolled with the Oneida Tribe of Indians of~~
78 ~~Wisconsin.~~

79 ~~56.3-13.-(d) “Judiciary” means the judicial system that was established by Oneida~~
80 ~~General Tribal Council resolution GTC-01-07-13-B to administer the judicial authorities~~
81 ~~and responsibilities of the TribeNation.~~

82
83 ~~56.4-1. Scope of (e) “License fee” means that fee charged for a vendor’s license issued~~
84 ~~in accordance with this law.~~

85 ~~(f) “Nation” means the **Requirement**. The provisions and Oneida Nation.~~

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

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

90
91 **56.4. Scope**

92 ~~56.4-1. of these regulations~~This law shall be adhered to by all business entities and shall apply to
93 every ~~one and every~~ business entity that performs services and/or does business with the **Oneida**
94 **Nation** separate from and in addition to those requirements imposed by other ~~Tribal entities, such~~
95 ~~as, the Oneida Gaming Commission and the Division of Land Management.~~

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

99 ~~56.4-2. 56.4-3. Notice shall be given for implementation of the Oneida Vendor’s Licensing~~
100 ~~Ordinance pursuant to the requirements of the Administrative Procedures Act adopted by~~
101 ~~resolution GTC-8-19-91-A.~~

102 ~~56.4-4. All information given information given for purposes of receiving a vendor’s license for~~
103 ~~doing business with the Oneida Nation, excluding financial information, is considered~~the
104 purpose of receiving a vendor’s license is:

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

109 ~~(b) subject to internal audit of the **Oneida** Nation.~~

110
111 ~~56.5-1-~~**56.5. Application/Renewal Procedures**

112 ~~56.5-1. (a) The department~~Department shall notify all new applicants of the **Oneida**
113 **Vendor’s Licensing Ordinance** requirements and procedures for application. ~~Upon request of the~~
114 ~~licensing agent, the applicant shall be required to provide the requirements of this law; including~~
115 ~~any applicable rules and any necessary documentation to verify that the following information:~~

116 ~~(1) The name of~~Department may ask the applicant to provide. All business entity,
117 ~~with proof of identification~~

118 ~~(2) The type of business,~~

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

- 121 ~~(4) Verification of required~~maintain adequate, insurance coverage ~~or bonding,~~
 122 ~~(5) Federal I.D. number or Social Security number.~~
 123 ~~(6) Accounts Payable Vendor Number, this information may be provided, as determined~~ by the
 124 ~~licensing agent, Risk Management Department, in cooperation with the Department.~~
 125 56.5-2. (7) Food vendor
 126 ~~(8) Name of buyer, buyer's address, items sold or services offered~~
 127 ~~(9) Signature of applicant and date of application~~
 128 ~~(b) The licensing agent~~Department shall ~~deny, or approve~~ theor deny an application based on
 129 compliance with the criteria set in this ~~ordinance, verification of the requested information, and;~~
 130 ~~whether or not the following exist:~~law, other Oneida laws and applicable rules.
 131 ~~(1) payment of the fee paid at the time of application; if the fee is not paid the~~
 132 ~~vendor's license will not be issued. If a business entity is doing business with the~~
 133 ~~Oneida Nation without a vendor's license the department~~56.5-3. The Department
 134 shall notify the ~~Accounting Department to recover the fee by retaining the amount~~
 135 ~~from compensation for the product or services rendered by the vendor;~~
 136 ~~(2) first time vendor fees may be prorated per licensing agent's guidelines;~~
 137 ~~(3) any outstanding fees owed to the Oneida Nation, all outstanding fees must be~~
 138 ~~paid before a vendor's license will be issued;~~
 139 ~~(4) inadequate insurance coverage; insurance verification must be provided to the~~
 140 ~~agent before the vendor's license is issued, the licensing agent will forward the~~
 141 ~~information to Oneida Risk Management for applicant of the approval; if the~~
 142 ~~applicant/entity has inadequate insurance coverage, the vendor's license will not~~
 143 ~~be issued;~~
 144 ~~(5) other factors which relate to the protection of Tribal and/or public health,~~
 145 ~~safety, or welfare.~~
 146 ~~(c) The licensing agent shall notify the applicant of the approval,~~ or denial of the application
 147 within ten (10) ~~working~~business days, and:
 148 ~~(1) a) if approved, the licensing agent~~Department shall issue the vendor's license to the
 149 business entity; ~~and/or~~
 150 ~~(2) b) if the vendor's license is denied, the reasons~~Department shall provide the
 151 ~~reason(s)~~ for denial of the vendor's license; and
 152 ~~(3) notification of a notify the applicant of his or her~~ right to ~~request an appeal to the~~
 153 decision.
 154 ~~(d) A number shall be assigned to each vendor's license by the licensing agent for~~
 155 ~~identification.~~
 156 ~~(e) 56.5-4. All applications for a vendor's license and a copy of each certificate of vendor's~~
 157 ~~license shall be retained by the licensing agent for one (1) year from date of application;~~
 158 ~~thereafter, said documents shall be retained by Oneida Records Management for seven~~
 159 ~~years.~~Department in accordance with applicable laws and rules of the Nation.
 160 56.5-5. 56.5-2. Renewal procedures shall be as follows:
 161 ~~(a) The vendor's license shall be applied for annually.~~
 162 ~~(b) Vendor's license renewal shall be on a yearly basis, from the~~ date of issuance of the vendor's
 163 license.
 164

165 **56.6-1. Fees for Licensure**

166 ~~(a) The fee for a vendor’s license shall be pursuant to an equitable fee schedule as~~
167 ~~established initially by the department, and as reviewed annually by the License~~
168 ~~Commission, with recommendations from the Oneida Finance Committee and approval~~
169 ~~of the Oneida Business Committee.~~

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

173 ~~(c) The vendor’s license fee shall cover a twelve (12) month period, and~~
174 ~~(1) The fee shall be paid annually at the time of the application. The fee shall be~~
175 ~~returned if application is denied.~~
176 ~~(2) The licensing agent shall keep fee records.~~
177 ~~(3) Late fee payment may be added to cost of annual license fee. If fee is due, the~~
178 ~~applicant/entity may be charged \$3 per month, see sec. 5-1(b)(1-3).~~

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

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

188
189 **56.6-2. The Department shall retain not more than fifty percent (50%) of the fees collected**
190 **in accordance**~~56.7-1. Appeal of Agency and License Commission Decisions~~

191 ~~Oneida License Commission Hearings.~~

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

195 ~~(b) Hearings before the License Commission will~~fees collected shall be ~~pursuant~~transferred to
196 the ~~original hearing procedures as set out~~Trust Department to be placed in the ~~Administrative~~
197 ~~Procedures Act~~Elderly Per Capita Fund.

198 ~~56.7-2. Appeal of License Commission Decisions. A party may appeal to the Judiciary for an~~
199 ~~appellate review and final determination of the License Commission decision.~~

200
201 ~~56.8-1.~~56.6-3. The vendor’s license fee shall cover a twelve (12) month period, and:

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

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

205
206 **56.7. Revocation of Vendor’s License**

207 56.7-1. A vendor’s license issued by the Licensing Department may be revoked by the ~~licensing~~
208 ~~agent~~Department if the business entity is in non-compliance with this ~~ordinance, law, has~~
209 inadequate insurance coverage, or for any other reasons related to protection of ~~Tribal~~the Nation
210 and/or public health, safety, or welfare, ~~pursuant.~~ Prior to ~~the following procedures:~~

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

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

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

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

222
223 56.8. Exemptions~~56.8.2. Procedures for non-compliance and revocation of a vendor's license~~
224 ~~after thirty (30) days shall be as follows:~~

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

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

231 (and Deferments

232 ~~56.8-1) Any fees owed shall be deducted from any potential compensation due to~~
233 ~~the provider.~~

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

236
237 56.9-1. Specific Requirements

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

241 ~~56.9-2. A food vendor shall be issued a vendor's license contingent upon the requirements of the~~
242 ~~Oneida Environmental Health Department which includes a certificate of training and written~~
243 ~~notice to the department. A certificate from the Oneida Environmental Health Department~~
244 ~~certifying completion of necessary requirements and instructions for safe food handling must be~~
245 ~~presented at time of application.~~

246 ~~56.9-3 Applicants who are contracting for construction work must have their bid awarded by the~~
247 ~~Oneida Tribe in accordance with the Construction Improvement Process Policy.~~

248 ~~56.9-4. Applicants who are selling, brokering, or leasing real estate must have approved real~~
249 ~~estate licenses as required by the Real Property Law.~~

250 ~~56.9-5. Applicants who are contracting for electrical, plumbing, /air conditioning or building~~
251 ~~work must be licensed by the Oneida Zoning Department as required by the Building Code of the~~
252 ~~Oneida Reservation.~~

253
254 56.10-1. Exempt Status

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

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

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

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

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

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

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

273 ~~56.10 2. The following are exempt from licensure:~~

274 ~~(a) (a) Services or products provided by another federally recognized Tribetribe, subject~~
275 ~~to all the laws and the Ordinancesrules of the Oneida TribeNation.~~

276 ~~(b) Services or products provided by another government, subject to all the laws and~~
277 ~~ordinancesrules of the Oneida TribeNation.~~

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

~~Yearly Oneida Vendors Fee \$100.00~~

~~Approved by:~~

~~ONEIDA BUSINESS COMMITTEE:~~

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

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

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

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

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

~~End.~~

~~Adopted- BC-2-~~17~~19-92-C
AdoptedAmended- BC-3-5-97-E
Amended- BC-02-25-15-C
Amended- BC- _____~~

Title 5. Business - Chapter 506
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56.1. Purpose and Policy.	12	56.6. Fees for Licensure
56.2. Adoption, Amendment Repeal.	13	56.7. Revocation of Vendor’s License
56.3. Definitions	14	56.8. Exemptions and Deferments
56.4. Scope	15	56.9. Appeals of Licensing Decisions
56.5. Application/Renewal Procedures		

56.1. Purpose and Policy.

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

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

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

56.2. Adoption, Amendment Repeal.

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

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

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

56.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

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

56.3. Definitions

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

- (a) “Business day” means Monday through Friday from 8:00 a.m. to 4:30 p.m., excluding holidays recognized by the Nation.
- (b) “Business entity” means that which exists as a particular and discrete unit, which may include, but is not limited to; any person, partnership, corporation, joint venture, franchise, governmental enterprise, or any other natural or artificial person or organization. The term “entity” is intended to be as broad and encompassing as possible to ensure the jurisdiction of this law.
- (c) “Department” means the Oneida Licensing Department.
- (d) “Judiciary” means the judicial system that was established by Oneida General Tribal Council resolution GTC-01-07-13-B to administer the judicial authorities and responsibilities of the Nation.

53 (e) "License fee" means that fee charged for a vendor's license issued in accordance with
54 this law.

55 (f) "Nation" means the Oneida Nation.

56 (g) "Rule" means a set of requirements enacted in accordance with the Administrative
57 Rulemaking law.

58 (h) "Vendor's license" means a license issued by the Department to a business entity that
59 provides a service for, or that does business with the Nation.

60

61 **56.4. Scope**

62 56.4-1. This law shall be adhered to by all business entities and shall apply to every business
63 entity that performs services and/or does business with the Nation separate from and in addition
64 to those requirements imposed by other laws and rules of the Nation.

65 56.4-2. All information given for the purpose of receiving a vendor's license is:

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

68 (b) subject to internal audit of the Nation.

69

70 **56.5. Application/Renewal Procedures**

71 56.5-1. The Department shall notify all new applicants of the requirements of this law; including
72 any applicable rules and any necessary documentation that the Department may ask the applicant
73 to provide. All business entities shall obtain and maintain adequate insurance coverage, as
74 determined by the Risk Management Department, in cooperation with the Department.

75 56.5-2. The Department shall approve or deny an application based on compliance with the
76 criteria set in this law, other Oneida laws and applicable rules.

77 56.5-3. The Department shall notify the applicant of the approval or denial of the application
78 within ten (10) business days, and:

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

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

82 56.5-4. All applications for a vendor's license and a copy of each vendor's license shall be
83 retained by the Department in accordance with applicable laws and rules of the Nation.

84 56.5-5. Vendor's license renewal shall be on a yearly basis, from the date of issuance of the
85 vendor's license.

86

87 **56.6. Fees for Licensure**

88 56.6-1. License fees shall be determined and based upon the revenue as generated by the
89 business entity with the Nation the year directly preceding the date upon which the business
90 entity applies for licensure. Business entities with no revenue history shall pay a fee determined
91 by the Department based upon a projected revenue figure. The Department may establish, by
92 rule, any other fees that may be imposed in accordance with this law.

93 56.6-2. The Department shall retain not more than fifty percent (50%) of the fees collected in
94 accordance with this law; the balance of the fees collected shall be transferred to the Trust
95 Department to be placed in the Elderly Per Capita Fund.

96 56.6-3. The vendor's license fee shall cover a twelve (12) month period, and:

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

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

100

101 **56.7. Revocation of Vendor’s License**

102 56.7-1. A vendor’s license issued by the Licensing Department may be revoked by the
103 Department if the business entity is in non-compliance with this law, has inadequate insurance
104 coverage, or for any other reasons related to protection of the Nation and/or public health, safety,
105 or welfare. Prior to revoking a vendor’s license, the Department shall notify the business entity
106 of the effective date of the revocation and the reasons for the revocation, and shall allow the
107 business entity thirty (30) days in which to rectify the non-compliance, except in the case of
108 inadequate insurance coverage, in which case the vendor’s license shall be revoked immediately
109 upon verification of inadequate coverage.

110

111 **56.8. Exemptions and Deferments**

112 56.8-1. The following are exempt from licensure:

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

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

117 56.8-2. The Department may promulgate rules that establish additional exemptions and
118 deferments from the licensing or fee requirements of this law.

119

120 **56.9. Appeals of Licensing Decisions**

121 56.9-1. Decisions of the Department may be appealed to the Judiciary in accordance with
122 applicable rules of procedure.

123

124 *End.*

125

126 Adopted- BC-2-19-92-C

127 Amended- BC-3-5-97-E

128 Amended- BC-02-25-15-C

129 Amended- BC-_____



MEMORANDUM

To: Larry Barton, Chief Financial Officer
RaLinda R. Ninham-Lamberies, Assistant Chief Financial Officer

From: Rae M. Skenandore

Date: October 3, 2016

Re: **Financial Impact of the Amendments to the Vendor Licensing Law**

I. Background

The Licensing Department requested a specific amendment to include a provision for the Vendor Licensing Law and its applicability to Southeastern Oneida Tribal Services Office (SEOTS). However, upon review, several additional amendments were needed to update the Law reflect the current organizational structure.

The following is a summary of the amendments of the Law:

- Remove the set fines, fees, and exemptions and delegating their promulgation through the Administrative Rulemaking process.
- Remove Department specific procedures to be developed as internal Standard Operating Procedures (SOP's).
- Remove outdated terminology, i.e. Compliance Division & License Commission.

II. Executive Summary of Findings

A "Fiscal Impact Statement" means an estimate of the total identifiable fiscal year financial effects associated with legislation and includes startup costs, personnel, office, documentation costs, as well as an estimate of the amount of time necessary for an agency to comply with the Law after implementation.

According to the Oneida Licensing Department, there will be no identifiable additional startup, personnel, office, or documentation costs associated with implementing the amendments to the Law.

Rulemaking Authority is delegated to the Oneida Licensing Department. The Administrative Rules for this Law will be completed within 60 days. Upon the approval of the Rules, the Law can be implemented.

III. Non-Financial Considerations

The purpose of the Law is to “regulate and license all vendors who provide a service for and do business with the Oneida Nation”. The second part of the purpose states “(b) provide revenue for the Nation by collecting fees from vendors for a license to perform a service for or do business with the Nation”. While this portion is not part of the amendments, Finance has concerns that a Law is written with the purpose of providing revenue. Laws are put in place to protect the Nation and/or public health, safety, or welfare. Fines and fees encourage compliance or may serve as a disincentive for non-compliance. In the case of the Vendor Licensing Law, the main intent of issuing a license is to ensure that all business entities obtain and maintain adequate insurance coverage, as determined by the Risk Management Department. Regulating vendors through the process of licensing ensures a basic compliance with insurance requirements and therefor protects the welfare of the Nation.

IV. Financial Impact

No fiscal impact.

V. Recommendation

The Finance Department does not make a recommendation in regards to course of action in this matter. Rather, it is the purpose of this report to disclose potential financial impact of an action, so that General Tribal Council has full information with which to render a decision.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Appointments

Accept as Information only

Action - please describe:

BC to approve the recommendation to appoint Weldon "Ted" Hawk to the Environmental Resource Board.

3. Supporting Materials

Report Resolution Contract

Other:

1. Memo to BC 3. [Empty]
2. [Empty] 4. [Empty]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Cristina Danforth, Tribal Chairwoman

Primary Requestor/Submitter: Submitted by Lora Skenandore, Assistant to Chairwoman
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



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



TO: Oneida Business Committee
FROM: Chairwoman Danforth *CSO*
DATE: October 3, 2016
RE: Environmental Resource Board

There were four applicants for one vacancy on the Oneida Environmental Resource Board. The applicants were Winnifred Thomas, Weldon "Ted" Hawk, Angela Parks, and Gerald DeCoteau.

The candidates are qualified to serve. In accordance with the Article VI., Section 6-2 (c) of the Comprehensive Police Governing Boards, Committees and Commissions, I recommend Weldon "Ted" Hawk to be appointed to serve on the Oneida Environmental Resource Board.

Thank You.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Appointments

Accept as Information only

Action - please describe:

BC to approve the recommendation to appoint Felicia Bernhardt to the Southeastern Oneida Tribal Services Advisory Board.

3. Supporting Materials

Report Resolution Contract

Other:

1. Memo to BC 3. [Empty]
2. [Empty] 4. [Empty]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Cristina Danforth, Tribal Chairwoman

Primary Requestor/Submitter: Submitted by Lora Skenandore, Assistant to Chairwoman
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.



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



TO: ONEIDA BUSINESS COMMITTEE
FROM: CHAIRWOMAN TINA DANFORTH *CSD*
DATE: October 3, 2016
RE: SEOTS ADVISORY BOARD

There is one applicant for one vacancy on the SEOTS Advisory Board. The applicant is Felicia Bernhardt.

The candidate is qualified to serve. In accordance with the Article VI., Section 6-2 (c) of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Felicia Bernhardt to be appointed to serve on the SEOTS ADVISORY BOARD.

Thank You.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Denise Vigue, Executive Assistant /Finance Administration
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Oneida Business Committee approval is required to approve all Finance Committee meeting actions as the FC is a standing committee of the OBC.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA NATION

P.O. Box 365

Oneida, WI 54115

MEMORANDUM

TO: Finance Committee
CC: Business Committee
FR: Denise Vigue, Executive Assistant
DT: October 4, 2016
RE: **E-Poll Results of: FC Meeting Minutes of Oct. 3, 2016**

An E-Poll vote of the Finance Committee was conducted to approve the October 3, 2016 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

E-POLL RESULTS:

There was a Majority 5 YES votes from Jennifer Webster, Patrick Stensloff, Wesley Martin, Jr., Chad Fuss and David Jordan to approve the OCTOBER 3, 2016 Finance Committee Meeting Minutes.

The minutes will be placed on the next BC agenda of Oct. 12, 2016 for approval and the next Finance Committee agenda of Oct. 17, 2016 to ratify this E-Poll action.

Yawλko

* Per the Finance Committee By-Laws Article III-Meetings, 3-4 Quorum. Four (4) members of the Finance Committee shall constitute a quorum & 3-6 Voting. (d) The Finance Committee shall act by a majority of vote of the quorum present at any meeting.

ONEIDA FINANCE COMMITTEE

STRATEGIC FINANCIAL PLANNING MEETING

October 3, 2016 – 9:00 A.M.
BC Executive Conference Room

REGULAR MEETING

October 3, 2016 – 10:00 A.M.
BC Executive Conference Room

REGULAR MEETING MINUTES

FC SFP Meeting:

Larry Barton, CFO/FC Vice-Chair Jenny Webster, BC Council Member
David Jordan, BC Council Member Wesley Martin, Jr., Community Elder Member

Excused: Patricia King, Treasurer/FC Chair, Chad Fuss, Gaming AGM/FC Alternate, Patrick Stensloff, Purchasing Director

Others Present: Jennifer Falck, RaLinda Ninham-Lamberies and Denise Vigue

FC Regular Meeting:

Larry Barton, CFO/FC Vice-Chair Jenny Webster, BC Council Member
David Jordan, BC Council Member Chad Fuss, Gaming AGM/FC Alternate
Patrick Stensloff, Purchasing Director Wesley Martin, Jr., Community Elder Member

Excused: Patricia King, Treasurer/FC Chair

Others Present: Paul Witek, Lisa Moore, Terry Cornelius Paul Merritt, and Denise Vigue, taking minutes

I. **Call to Order:** The FC meeting was called to order by the FC Vice-Chair at 10:00 A.M.

II. **Approval of Agenda:** OCTOBER 3, 2016:

Motion by David Jordan to approve the Finance Committee agenda for October 3, 2016. Seconded by Wesley Martin, Jr. Motion carried unanimously.

III. **Approval of Minutes:** SEPTEMBER 19, 2016 (approved via FC E-Poll on 9/20/16):

Motion by David Jordan to ratify the FC E-Poll action of Sept. 20, 2016 approving the Finance Committee meeting minutes of Sept. 19, 2016. Seconded by Wesley Martin, Jr. Jennifer Webster abstained. Motion carried.

IV. **Tabled Business:** No items

V. **Capital Expenditures:** (1. Item moved to NB #1)

VI. **New Business:**

1. Hylok Harvesting 2016-17 Crop Year
RaLinda Ninham-Lamberies, Assistant CFO

RaLinda was present to discuss request for custom cropping for the Farm, next year expect to decouple corn and soybean to receive more bids.

Motion by David Jordan to approve the Hylok Harvesting contract for 2016-17(crop year) in the amount of \$51,000. Seconded by Jennifer Webster. Motion carried unanimously.

2. FY17 Blanket PO – Broadspire–Worker’s Comp-Admin fees Amount: \$59,501.46
Robert Keck, Risk Management

Lisa Moore was present to discuss this and the following two requests for FY17 Blanket Purchase Orders for worker’s comp administration fees, claims fees, and applied discount fees; there was a question on the #4, was BC approval taken care of—in reference to FY14 legal review if not will need updated legal review, Lisa will check her records.

Motion by Jennifer Webster to approve NB #2, 3 & 4 in the amounts noted with the stipulation the question of approval follow up for #4 is forwarded to the Finance Committee. Seconded by Wesley Martin, Jr. Motion carried unanimously.

3. FY17 Blanket PO – Broadspire – WC Claims Amount: \$358,039.
Robert Keck, Risk Management

See action taken in NB #2

4. FY17 Blanket PO – Rising Medical Solutions Amount: \$52,920.
Robert Keck, Risk Management

See action taken in NB #2

5. M3-Insurance Solutions
Louise Cornelius, Gaming Administration

Chad Fuss explained this is for health and wellness services offered onsite, 24/7 for Gaming employees; there was a discussion of the benefits, use, and overall lower costs of claims and time off work; services include chiropractic care, dietitian advice, and daily care nurses provide.

Motion by David Jordan to approve the M3 Insurance Solutions FY17 Blanket Purchase Order in the amount of \$234,000. Seconded by Patrick Stensloff. Motion carried unanimously.

6. Radisson Comp Services
Louise Cornelius, Gaming Administration

Chad explained this is for the rooms and food from the Radisson that is provided to customers, it was noted the base contract will need to be updated to reflect current names and status of the nation.

Motion by Jennifer Webster to approve the FY17 Blanket Purchase Order for Comp Services with the Radisson in the amount of \$1,500,000. Seconded by Wesley Martin, Jr. Motion carried unanimously.

7. Radisson MOA Lease Space
Louise Cornelius, Gaming Administration

The lease space in the Radisson is for rooms that are occupied by Gaming Marketing Staff and for the food court area that is also part of the Radisson space.

Motion by David Jordan to approve the FY17 Blanket Purchase Order for Lease Space at the Radisson in the amount of \$370,032. Seconded by Wesley Martin, Jr. Motion carried unanimously.

8. FBH-IMAC Employee/Players Club Members' Meal Discount
Louise Cornelius, Gaming Administration

Chad explained this discount is for IMAC employees who do not have another meal alternative on site and is also provided to player club members

Motion by Jennifer Webster to approve the FY17 Blanket Purchase Order for Fry Bread Heaven for IMAC employees & players club members' meal discounts in the amount of \$45,000. Seconded by David Jordan. Motion carried unanimously.

9. CTW Construction – Chg Ord #4
Paul Witek, Engineering Dept.

Paul Witek was present to explain this change order from community wells and septic, it is an IHS Project, detection of radon content higher than normal; to alleviate can place materials at bottom or can dig a deeper well, the amount being request will be able to cover either option; this was a bid project but because only two bids received it is considered sole source.

Motion by Wesley Martin, Jr. to approve Change Order #4 with CTW Construction in the amount of \$25,091. Seconded by Jennifer Webster. Motion carried unanimously.

10. Investment Update for P.E. Jun. 30, 2016
Terry Cornelius

Terry went over the previously submitted document update from Northern Trust on the Nation's Investment's that include the quarterly reporting of stocks and bond managers and how risks are stipulated per the FC Investment Policy. He described how to read report and how each performance is measured from the indices from the particular market each manager is in; both stock and bond managers as well as equity managers' performance were reviewed. It was noted at the first of the year all investment managers will be asked to update all contracts and signature pages to reflect new name.

Motion by David Jordan to accept the verbal update from Terry Cornelius of the Northern Trust Investment Risk and Analysis Report for period ending 6/30/16. Seconded by Wesley Martin, Jr. Motion carried unanimously.

11. LATE ADD: FY17 Blanket PO-U.S.P. Freight Amount: \$200,000.
Michelle Danforth, Oneida Printshop

There was no one present to answer questions from the Finance Committee, in particular NB #13 and how that cost is equated to last year as Gaming has their own postage line, it was the understanding of the FC last year this would be addressed, insufficient backup; also questions on how arrived at costs for each blanket; if approved would defer #13 until someone can be present from the Printshop.

Motion by Chad Fuss to approve the FY17 Blanket Purchase Orders for NB #11, 12 & 14, and to defer NB #13 to the 10/17/16 Finance Committee meeting when someone from the Printshop can be present to answer questions posed by the Finance Committee. Seconded by Jennifer Webster. Motion carried unanimously.

12. LATE ADD: FY17 Blanket PO-Steen Macek Amount: \$180,000.
Michelle Danforth, Oneida Printshop

See action taken in NB #11

13. LATE ADD: FY17 Blanket PO-Oneida Post Office Amount: \$900,000.
Michelle Danforth, Oneida Printshop

See action taken in NB #11

14. LATE ADD: FY17 Blanket PO-Pitney Bowes Amount: \$135,000.
Michelle Danforth, Oneida Printshop

See action taken in NB #11

15. LATE ADD: FY17 Blanket PO- OTIE Services Contract Amount: \$100,000.
Tim Skenandore, Gaming Facilities

It was unclear as to the nature of this request; Chad Fuss was not familiar and could not provide details; the FC had questions concerning in-house use of departments for service needs as well as other local vendors; need more information and consensus was to defer.

Motion by Wesley Martin, Jr. to defer this item to the 10/17/16 meeting where Tim or someone from Facilities can be present to answer questions being raised by the Finance Committee. Seconded by Jennifer Webster. Motion carried unanimously.

VII. Executive Session: No items

VIII. Community Fund:

1. FY 16 Final Balance Update & FY17 CF Balance
Denise Vigue, Finance Administration Office

Motion by Jennifer Webster to accept as FYI the Community Fund FY16 Final Balance Update and the FY17 Balance Update. Seconded by David Jordan. Motion carried unanimously.

2. Class Trip Registration fees
Ann King for son, Michael

Motion by Jennifer Webster to approve from the Community Fund the registration fees for the class trip for the son of the requestor in the amount of \$200. Seconded by Chad Fuss. Motion carried unanimously.

3. Freedom Middle School Dance Program fees
Dana Calms for daughter, Skyler

Motion by David Jordan to approve from the Community Fund the Freedom Middle School Dance Program fees for the daughter of the requestor in the amount of \$200. Seconded by Jennifer Webster. Motion carried unanimously.

4. YMCA Class fees for son & daughter
Abby Danforth for son, Grayson & daughter, Farrah

Motion by Wesley Martin, Jr. to approve from the Community Fund the YMCA class fees for the son and daughter of the requestor in the amount of \$200. (for each child) Seconded by Chad Fuss. Motion carried unanimously.

5. LATE ADD: Kali Wi Yo Ceremonies
Tracy Williams

Motion by Jennifer Webster to approve from the Community Fund \$750 for food costs to be used at the Kali WI Yo Ceremonies. Seconded by David Jordan. Motion carried unanimously.

6. LATE ADD: Kali Wi Yo Ceremonies
Tracy Williams

Motion by Wesley Martin, Jr. to approve from the Community 25 cases of Coca-Cola products for use at the Kali Wi Yo Ceremonies. Seconded by David Jordan. Motion carried unanimously.

IX. Follow Up: No items**X. FYI and /or Thank You:**

1. FYI: National Indian Gaming Commission Fees
Louise Cornelius, Gaming Administration

Motion by Jennifer Webster to accept as FYI the National Indian Gaming Commission Fees information. Seconded by David Jordan. Motion carried unanimously.

2. FYI: Gaming Compact Fees – State of WI
Louise Cornelius, Gaming Administration

Motion by David Jordan to accept as FYI the Gaming Compact with the State of Wisconsin fee information. Seconded by Wesley Martin, Jr. Motion carried unanimously.

3. FYI: Construction Contract Survey Results
Paul Witek, Engineering

Motion by Chad Fuss to accept as FYI the Construction Contract Survey Results information and verbal update from Paul Witek. Seconded by David Jordan. Motion carried unanimously.

XI. Adjourn: Motion by David Jordan to adjourn. Seconded by Wesley Martin, Jr. Motion carried unanimously. The regular FC meeting ended at 11:36 A.M.

Minutes taken & transcribed by:
Denise Vigue, Executive Assistant to the CFO
& Finance Committee Contact/Recording Secretary

Finance Committee- E-Poll Minutes Approval Date: October 4, 2016

Oneida Business Committee- FC Minutes- Approval Date: _____

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Reports

Accept as Information only

Action - please describe:

The attached follow up report is in follow up to a previous BC action to request information regarding Medicare B premiums and cost with a Division recommendation.

3. Supporting Materials

Report Resolution Contract

Other:

1. [Empty text box]

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Melinda J. Danforth, Tribal Vice Chairwoman

Primary Requestor/Submitter: Debbie Danforth RN, BSN
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Ravinder Vir, MD
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

To: Oneida Business Committee

**From: Ravinder Vir, MD, MBA, FACP
 Debbie Danforth RN, BSN,
 Oneida Comprehensive Health Division Directors**

Date: September 23, 2016

Re: Medicare B Research Report Follow up

Medicare B Research Report

The scope of the Medicare B Research Report is to provide data to assist the Oneida Business Committee in determining if the Oneida Tribe should pay for Eligible and/or Oneida Eligible patients to receive Medicare Part B benefits. This would be specific to those persons who use the Oneida Community Health Center.

The basis for this report is the total number of registered patients that are 65 or older and active users within our system.

This report has three purposes:

1. To determine the number of registered tribal eligible patients who have Medicare Part B;
2. To determine which persons age 65 and older who are eligible for Medicare Part B, but do not have it at the time of this report;
3. To report charges and adjustments for FY 2014 and FY 2015 to serve as the basis of the Cost Benefit Analysis and feasibility of the decision.

Methodology

A Cognos query of data within the Centricity EMR System was conducted utilizing the following search parameters:

- Patient Medical Record Number
- Patient Financial Class
- Patient Full Name
- Patient Current Age
- Patient Status
- Tribe Affiliation

Mailing Address: P.O. Box 365, Oneida, WI 54155
<https://oneida-nsn.gov/resources/health/>

Oneida Community Health Center
 Behavioral Health Services
 Anna John Resident Centered Care Community
 Employee Health Nursing

525 Airport Rd., Oneida, WI 54155
 2640 West Point Rd., Green Bay, WI 54304
 2901 S. Overland Rd., Oneida, WI 54155
 701 Packerland Dr., Green Bay, WI 54303

Phone: (920) 869-2711 or 1-866-869-2711
 Phone: (920) 490-3790 or 1-888-490-2457
 Phone: (920) 869-2797
 Phone: (920) 405-4492

Fax: (920) 869-1780
 Fax: (920) 490-3883
 Fax: (920) 869-3238
 Fax: (920) 405-4494

- Community County Name
- Community State Name
- Patient Visit Facility List Name
- Patient Insurance Carrier Name
- Patient Count

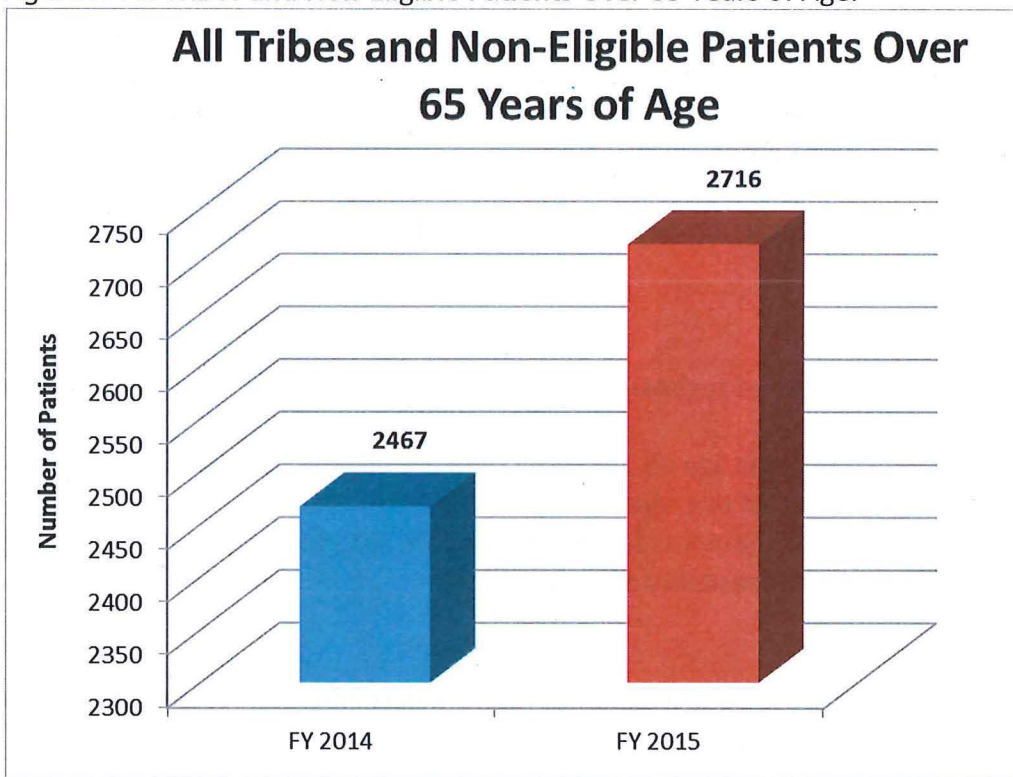
Data was then loaded into an excel spreadsheet and filtered, resulting in the following data sets. Please note that the data sets include information from FY 2014 and FY 2015.

Report Counts

All Tribes and Non-Eligible Over 65 Years of Age:

We currently have 2,716 patients in the Centricity System that are age 65 and older, regardless of being an eligible Native American and whether they have insurance or not. The number of patients in this category has risen by 249 patients since FY 2014. See Figure 1.

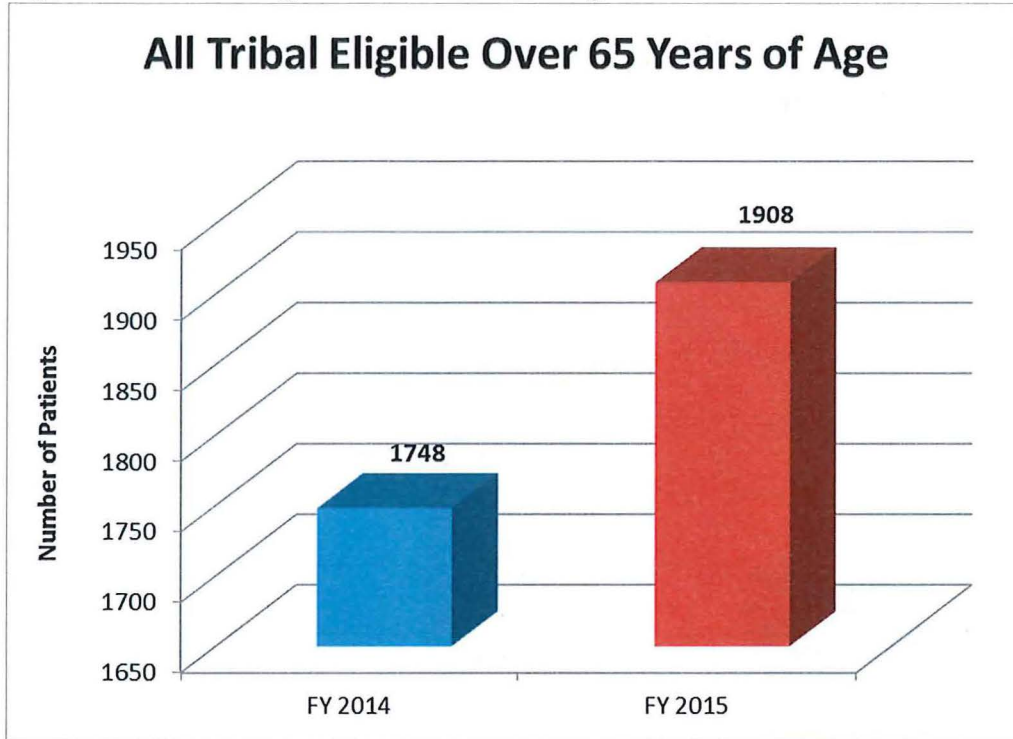
Figure 1. All Tribes and Non-Eligible Patients Over 65 Years of Age.



All Tribal Eligible Over 65 Years of Age:

We currently have 1,908 patients in the Centricity System who are 65 years of age or older, regardless of having insurance or not. This number has increased by 160 patients since 2014 and includes all patients that are tribal eligible (all Tribes). See Figure 2.

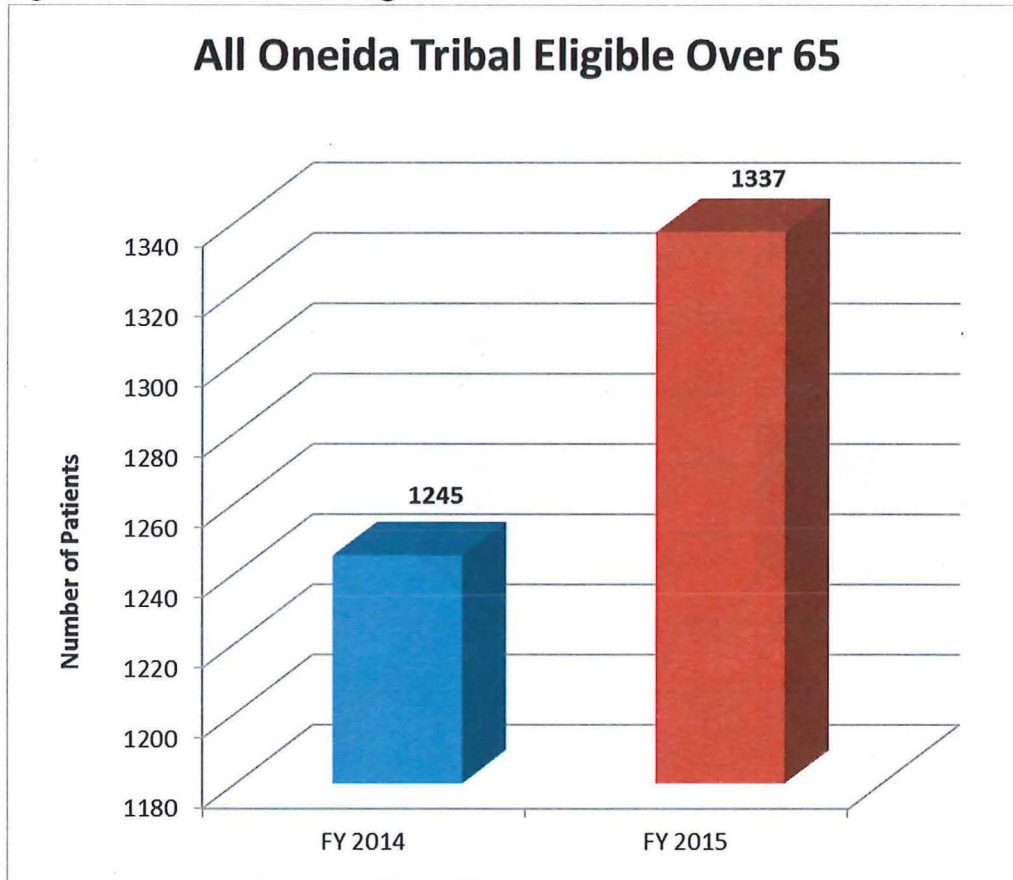
Figure 2. All Tribal Eligible Over 65 Years of Age.



All Oneida Tribal Eligible Over 65 Years of Age:

We currently have 1,337 patients in the Centricity System who are 65 years of age or older, regardless of having insurance or not and includes Oneida patients, regardless of where they live. This number has increased by 92 patients since FY 2014. See Figure 3.

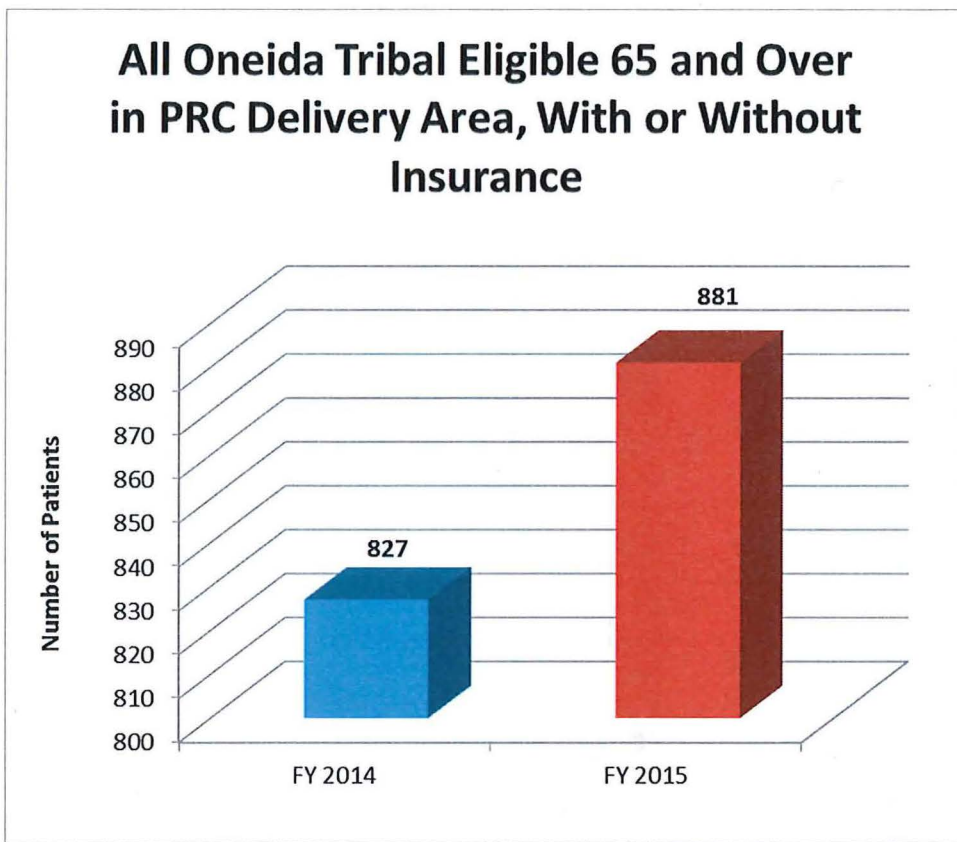
Figure 3. All Oneida Tribal Eligible Over 65.



All Oneida Tribal Eligible over 65 Years of Age Who Reside in the Indian Health Service Purchased/Referred Care Delivery Area (Brown and Outagamie Counties), with and without insurance:

We currently have 881 patients in the Centricity system that are 65 years or older, regardless of having insurance or not and includes all patients that are Tribal eligible (Oneida only) and reside within Brown and Outagamie counties. The number of patients in this data set has increased by 54 patients since 2014. See Figure 4.

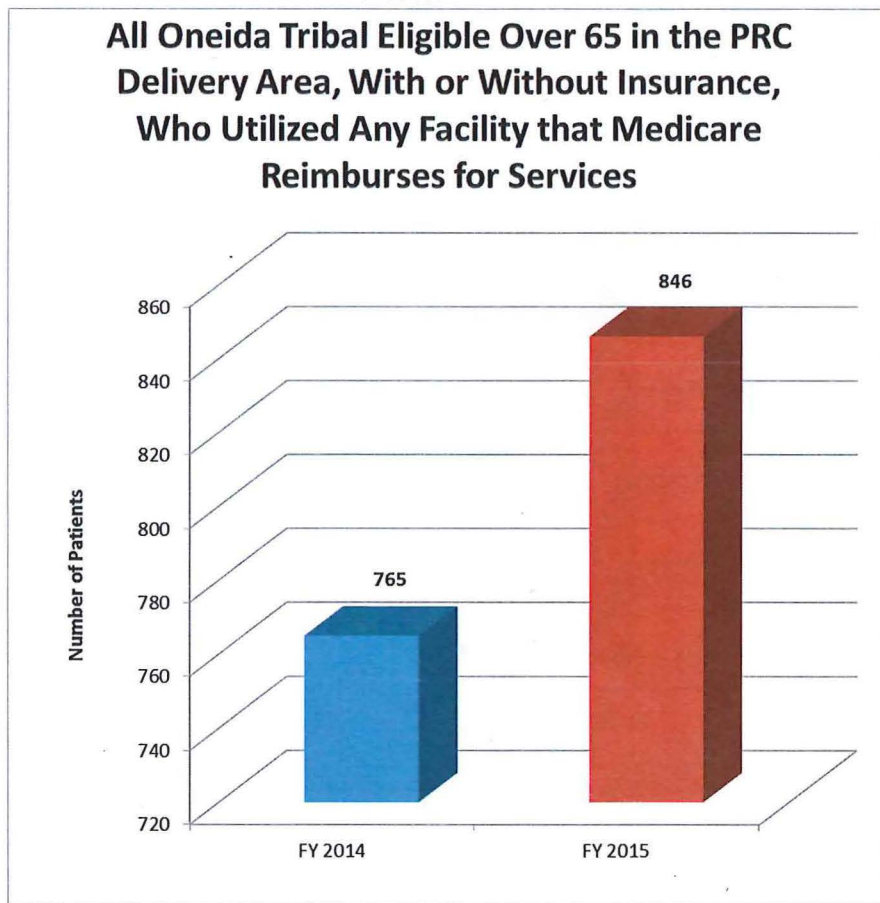
Figure 4. All Oneida Tribal Eligible 65 and Over in PRC Delivery Area, With or Without Insurance.



All Oneida Tribal Eligible Over 65 in Indian Health Service Purchased/Referred Care Delivery Area of Brown and Outagamie Counties With or Without Insurance that Utilized Any Facility that Medicare Might Reimburse for Services:

We currently have 846 patients in the Centricity system that are 65 years of age or older, regardless of having insurance or not. This is all patients that are tribal eligible (Oneida only), and have utilized either the AJRCCC, Oneida Behavioral Health, Oneida Community Health Center Lab, Medical, Dental, Pharmacy, Optical clinic, or OCHC Medical Mobile Unit (defined as Community Flu shot clinics and community immunization clinics) in addition to residing in Brown and Outagamie counties. The number of patients in this data set has increased by 81 patients since 2014. See Figure 5.

Figure 5. All Oneida Tribal Eligible Over 65 Utilized Any Facility that Medicare Reimburses for Services.



All Oneida Tribal Eligible Patients Over 65 Years that Live in the Oneida Indian Health Service Purchased/Referred Care Service Delivery Area of Brown and Outagamie Counties, Separated by Financial Class Which Defines What Type of Insurance Coverage They Have:

Figure 6. Patient Breakdown by Financial Class.

FY 2014	Financial Class	Number of Patients
	Commercial	209
	Medicaid	18
	Medicaid HMO	2
	Medicare	381
	Tribal Eligible-No Insurance	155
	Total of All Financial Classes	765
FY 2015	Financial Class	Number of Patients
	Commercial	245
	Medicaid	18
	Medicaid HMO	5
	Medicare	427
	Tribal Eligible-No Insurance	151
	Total of All Financial Classes	846

The total number of patients in all financial classes has increased since 2014 by 81 patients. Patients who are in the Medicare and Tribal Eligible-No Insurance Financial Class increased from 536 in FY 2014 to 578 in FY 2015.

Figure 7 shows Comprehensive Health Division patient charges, insurance and patient payments, and total adjustments for FY 2014 and FY 2015. It is imperative to note that these numbers reflect all the patients within the corresponding financial class. At this time, there is no way to differentiate which charges between patient age groupings.

Figure 7. Charges and Adjustments by Financial Class.

Financial Class	Total Charges for FY 2014	Total Insurance and Patient Payments for FY 2014	Total Adjustments for FY 2014
Medicare	\$ 2,122,875.14	\$ 408,861.78	\$ 1,713,984.44
Tribal Eligible-No Insurance	\$ 8,251,926.45	\$ 31,272.24	\$ 8,218,348.21
Total	\$ 10,374,801.59	\$ 440,134.02	\$ 9,932,332.65
**The numbers reflected in this chart include all patients who have Medicare or are Tribal Eligible-No Insurance. There is no way of differentiating in the Centricity system which charges belong to a person 65 and older.			
Financial Class	Total Charges for FY 2015	Total Insurance and Patient Payments for FY 2015	Total Adjustments for FY 2015
Medicare	\$ 2,466,846.39	\$ 442,867.34	\$ 2,021,945.71
Tribal Eligible-No Insurance	\$ 8,307,307.23	\$ 38,941.24	\$ 8,266,920.99
Total	\$ 10,744,153.62	\$ 481,808.58	\$ 10,288,866.70
**The numbers reflected in this chart include all patients who have Medicare or are Tribal Eligible-No Insurance. There is no way of differentiating in the Centricity system which charges belong to a person 65 and older.			

Calculations

Based on the above listed data, the following calculations were done to estimate the financial impact if the Oneida Tribe should pay the Medicare part B premium for Eligible and/or Oneida Eligible patients. This would be specific to those persons who utilize the Oneida Community Health Center.

Please note the following facts:

1. The average Medicare part B premium is \$121.80 for FY 2016. This is income-based. If the Oneida Tribe chose to pay the Medicare part B premium for the 846 Oneida Tribal Eligible patients, this would cost:

$$846 \text{ patients} \times \$121.80 \text{ Medicare B premium} \times 12 \text{ months} = \$ 1,236,513.60.$$

2. In FY 2015, there are 846 Oneida Tribal Eligible patients over 65 who live within Brown and Outagamie Counties, with or without insurance that utilized any facility that Medicare might reimburse for services. This is 81 more patients than in 2014.
3. In order to make an informed decision, we need to remember that there may be a late enrollment penalty incurred for those patients who did not accept Medicare part B when first eligible. This penalty increases 10% for each full 12 month period the patient did not have Medicare part B. This penalty is paid every year in addition to the monthly premium. Please see the below example as provided by Medicare.gov:

Your Initial Enrollment Period ended September 30, 2009. You waited to sign up for Part B until the General Enrollment Period in March 2012. Your Part B premium penalty is 20%. (While you waited a total of 30 months to sign up, this included only 2 full 12-month periods.) You'll have to pay this penalty for as long as you have Part B.

4. The Medicare part B premium may differ from person to person if:

- You enroll in Part B for the first time in 2016.
- You don't get Social Security benefits.
- You're directly billed for your Part B premiums.
- You have Medicare and Medicaid, and Medicaid pays your premiums. (Your state will pay the standard premium amount of \$121.80.)
- Your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount.

5. Purchased/Referred Care looked at the cost for one month of dialysis treatment at the same facility and compared the cost between two patients—one patient with no insurance and one patient with Medicare part B:

	Patient A with No Insurance	Patient B with Medicare Part B Insurance
Total Charges	\$82,703.19	\$56,795.09
Insurance Paid	0	\$3,270.15
Adjustment*	0	\$52,689.17
PRC Paid	\$82,703.19	\$835.77

*This is the amount adjusted off by the dialysis clinic.

As you can see in the above table, PRC paid the dialysis vendor significantly less for the treatment of the patient with Medicare part B as compared to the patient with no insurance.

6. The question was brought up regarding enrolling patients 65 and older in a Marketplace plan. According to healthcare.gov (<https://www.healthcare.gov/medicare/medicare-and-the-marketplace/>):

- Medicare isn't part of the Health Insurance Marketplace, so if you have Medicare coverage now you don't need to do anything. If you have Medicare, you're considered covered.

Question: Can an individual choose Marketplace coverage instead of Medicare?

Medicare's Answer: Generally, no. It's against the law for someone who knows you have Medicare to sell you a Marketplace plan. But there are a few situations where you can choose a Marketplace private health plan instead of Medicare:

- A. If you're paying a premium for Part A. In this case you can drop your Part A and Part B coverage and get a Marketplace plan instead. (A person would pay a premium for part A if they have never paid Medicare taxes [i.e., never worked outside the home]).
- B. If you're eligible for Medicare but haven't enrolled in it. This could be because:
- You'd have to pay a premium
 - You have a medical condition that qualifies you for Medicare, like end-stage renal disease (ESRD), but haven't applied for Medicare coverage
 - You're not collecting Social Security retirement or disability benefits before you're eligible for Medicare

If you're getting Social Security retirement or disability benefits before you're eligible for Medicare, you'll automatically be enrolled in Medicare once you're eligible.

Before choosing a Marketplace plan over Medicare, there are 2 important points to consider:

- If you enroll in Medicare after your initial enrollment period ends, you may have to pay a late enrollment penalty for as long as you have Medicare.
- Generally you can enroll in Medicare only during the Medicare general enrollment period (from January 1 to March 31 each year). Your coverage won't start until July. This may cause a gap in your coverage.

Since the Marketplace insurance coverage is individualized based on the data that is placed into the system Medical Benefits Coordinators are unable to determine as to what the cost would be to pay for Marketplace insurance for patient's 65 and over. We do know the following:

Members of a federally recognized tribe and ANCSA Corporation Shareholders

- If you buy private insurance in the Health Insurance Marketplace and your income is between \$24,250 and \$72,750 for a family of 4 (\$30,320 to \$90,960 in Alaska) and you qualify for premium tax credits, you can enroll in a zero cost sharing plan. This means you won't have to pay out-of-pocket costs like deductibles, copayments, and coinsurance when you get care. If your income is below \$24,250 or above \$72,750 for a family of 4 (or below \$30,320 or above \$90,960 in Alaska), you can enroll in a limited cost sharing plan and pay no out-of-pocket costs when you get services from an Indian health care provider or from another provider if you have a referral from an Indian health care provider.

- You can enroll any time. You can enroll in a Marketplace health insurance plan any month, not just during the yearly Open Enrollment period.

Division Concerns:

1. Since the payment for Medicare B comes directly out of the individual's checks each month, there would need to be a mechanism implemented that would allow for individuals to be reimbursed for the monthly fee. If the Tribe were to take this on as a lump sum payment to the individual on an annual basis, there may be some tax consequences as this may be considered income. As a Division, we did not explore this issue further.
2. The additional concern is that once the Tribe would pay the Premium, there is no guarantee that the individual would continue to utilize the Oneida Community Health Center and could seek their health care outside of the OCHC. If that occurred, the OCHC would lose the Medicare reimbursement for this individual.

Division Recommendation:

Based upon the data and the following additional concerns it is our recommendation that the Oneida Nation should not consider paying for Medicare B premiums at this time for anyone 65 years of age or older as it is not financially feasible to the organization. This recommendation is based solely on the FY 2014 and FY 2015 Medicare reimbursements and the cost of paying the premiums at an average monthly fee of \$150.00 per month.

Thank you to the team that worked on this data and report:

Kelly Skenandore

Jeff Carlson

Dave Larson

Debbie Danforth

Jennifer Jordan

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Motion to support Menominee Nation in opposing the Back Forty Mine. The mine is a threat to the Menominee River and cultural lands.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Aquila Resources Inc. has proposed an open-pit and underground mine for deposits near the Menominee River. Motion to support Menominee Nation in opposing this "Back Forty" mine project. The mine is a threat to the Menominee River and cultural lands.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org



Oneida Environmental Resource Board

YUKWA HU' TSYA?WA' KU

"We are holding the Earth"

RICHARD BAIRD
TED HAWK
AL MANDERS

TOM OUDENHOVEN
GERALD JORDAN
SHAWN SKENANDORE

NICOLE STEEBER
MARLENE GARVEY
MEGAN WHITE

October 3, 2016

Norbert Hill Center
N7210 Seminary Road
Oneida, WI 54155

Oneida Business Committee Members,

On September 22, 2016 I attended a gathering along the Menominee River in Lake Township, MI. *Remembering Our Ancestors*, gathered tribal members from throughout the state and local community members. The Menominee spoke of their creation story and the sacredness of the land we were occupying. All along the Menominee River there is evidence of their beginning. I walked through the woods to look at the burial mounds, and seen evidence of their ancient agricultural sites. Looking at the beautiful river and the surrounding woodlands, I could feel the sacredness of the land.

On September 2, 2016 without the knowledge of the Menominee Nation or the people of Lake Township, MI the Michigan Department of Environmental Quality announced they were granting Aquila Resources, Inc. a mining permit for land that is in the woodlands at the mouth of the Menominee River. There have not been any environmental assessments done to determine the threat that this poses to the land. The state and the company are doing everything they can to pass this without opposition.

Not only could this ruin the Menominee's homelands and the natural resources that surround it, but any waste from the mine and the processing facility could easily reach the river that is less than 50 yds. away. It could flow down that river and have detrimental effects to the water ecosystem and the surrounding wildlife. The negative effects will not be able to be contained. This river empties into Green Bay, so we could be directly impacted as well.

As the secretary of Oneida's Environmental Resource Board, I am asking for you to stand with the Board as we stand with the Menominee Nation. A letter of support from the OBC to the Menominee Nation is necessary; if you could please add this to your agenda we would greatly appreciate it.

For anyone who would like to show further support, there is a public hearing on Thursday, October 6, 2016 at the Stephenson High School, Stephenson, MI from 6:00pm-10:00pm. Written comments to the Michigan Department of Environmental Quality are also being accepted until November 3, 2016. Final permit decisions will be made on or before December 1, 2016.

Thank You,

A handwritten signature in black ink that reads "Megan M. White". The signature is written in a cursive, flowing style.

Megan M. White

Secretary of the Environmental Resource Board

<http://shawanoleader.com/articles/2016/09/22/menominee-continue-fight-against-back-forty-mine>



THE Shawano Leader

Menominee continue fight against Back Forty Mine

Submitted by admin on Thu, 09/22/2016 - 08:25

Tribe holding gathering today in Michigan

By:

Wisconsin Public Radio

The state of Michigan recently issued a draft mine permit for a gold and zinc mine bordering Wisconsin known as the Back Forty mine. As the project nears regulatory approval, some Menominee tribal members in Wisconsin are calling on tribal leaders in Michigan and Wisconsin to stand with them in opposition to the project.

Aquila Resources Inc. has proposed investing \$261 million to build open-pit and underground mines for the gold- and zinc-rich deposit near the Menominee River. The mine is expected to have a 16-year life and create more than 250 jobs.

Guy Reiter, a Menominee tribal member and community organizer, fears the mine will threaten the Menominee River, which is central to the tribe's creation story.

"It's no different than if an open-pit sulfide mine was put in Bethlehem for the Christians," Reiter said.

The tribe has organized a gathering and river walk in opposition to the mine Thursday ahead of a public hearing for the project next month. Tribal members were scheduled to meet in the south parking lot of the Menominee Casino Resort in Keshena at 8 a.m. and depart for Stephenson, Michigan, at 8:30 a.m.

The gathering will begin with a water ceremony at 10:30 a.m. Following the water ceremony, speakers will comment on the impacts to the tribe's cultural resources, environment, water, and wildlife. The buses will leave Stephenson at 2 p.m. and return to the Menominee Casino Resort about 4 p.m.

In a statement, Aquila's vice president of the United States operations, Cliff Nelson, said the company respects the tribe's right to gather peacefully:

"Aquila Resources is firmly committed to adhering to high environmental standards and a sensitive approach to cultural history in developing the Back Forty project," he said. "As we continue to move

forward on the required permitting process, we welcome ongoing dialogue of the Menominee Indian Nation and others.”

Nelson also stressed the economic benefits to the region if the mine is built, including more than \$11 million annually in revenue for state and local governments.

Reiter contends the project would affect 22 known cultural sites identified by the tribe. He also noted the mine's proximity to the Menominee River presents concerns over the risks for acid mine drainage or arsenic to leech into the nearby waterway.

Wisconsin regulators have weighed in on the project, but Michigan will have the final say.

Joe Maki, a geologist and mining specialist with the Upper Peninsula District of the Michigan Department of Environmental Quality, said they issued a draft mine permit earlier this month with a list of conditions.

“One of the conditions was to put another synthetic, manmade liner under their waste/tailing rock facility,” Maki said. “We also are requiring some additional monitoring.”

Maki said the additional liner will help divert water into basins so it can ultimately be treated in a water treatment plant before being discharged into the Menominee River.

The Wisconsin Department of Natural Resources' Ann Coakley said the DNR consulted with Michigan on the project.

“All along Michigan said, ‘We’ll definitely use your water quality standards as well as ours when issuing permits.’ Indeed they did,” Coakley said. “The surface water discharge application meets the Wisconsin water quality standards.”

Coakley said the department will not be providing comments at Michigan's public hearing on the project next month.

“I think if we had some concerns, Michigan would take them into account, but we don't,” she said. “Michigan has the sole permitting authority, and we recognize that.”

The public hearing will be held at 6 p.m. Oct. 6 at Stephenson High School on three draft permits for the mine, including air, mining, and national pollutant discharge and elimination system permits. Aquila's application for a wetlands permit remains under review.

Construction on the mine won't begin until all permits have been issued for the project.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: New Business

Accept as Information only

Action - please describe:

Business Committee Approval of Gaming Facilities Compliance Inspections and approval of Gaming Commission to forward compliance letter to the State of Wisconsin. Letter under Secretary's signature certifying BC approval for quicker submittal to state.

3. Supporting Materials

Report Resolution Contract

Other:

1. Inspection & Testing Reports

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required


4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:  Troy Parr, Asst. Division Director/Development

Primary Requestor: Larry J. Cornelius, Interim Zoning Administrator, Fire Inspector/Zoning Dept.
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

The purpose for this request is to comply with the Oneida Nation/State of Wisconsin Gaming Compact Article XIV by obtaining approval of the inspection and testing reports submitted. To approve the Oneida Gaming Commission to send the annual compliance letter to the State of Wisconsin. Also to obtain a letter from the Secretary Office certifying that the OBC approved the submitted information, this letter will aid in the timely submittal of the Annual Letter Instead of waiting for the BC minutes to be formally approved.

The Gaming Compact requires annual reporting of compliance for each gaming facility.

As stated the Zoning Department is looking for two actions. 1) Approval of Inspection and testing report packet for the Annual Letter to the State, 2) Letter from the Secretary's office to aid in the timely submittal of the Letter to the State.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Development Division
Zoning Department



To: Oneida Business Committee
Oneida Gaming Commission

From: Troy D. Parr, AIA, LEED AP-BD+C –
Assistant Development Division Director – Development Branch
Larry J. Cornelius – Interim Zoning Administrator / Senior Inspector / Fire
Inspector

Subject: Compliance Inspection of Gaming Facilities

Date: September 30, 2016

.....

In accordance with Article XIV, PUBLIC HEALTH AND SAFETY of the ONEIDA TRIBE / STATE GAMING COMPACT and WI STATS. 101.14 – Oneida Gaming Facilities have been found to be in substantial compliance with Tribal and State Codes in place for the protection of Public Health, Safety and Welfare.

Based on periodic and regularly scheduled semi-annual inspections, made within the past 12 months, at the facilities by Tribal Staff from DPW, Engineering, Zoning, Fire Inspectors, (SPS 314.01 (1)); the facilities are in substantial compliance as of September 30, 2016 based on inspection by Larry J. Cornelius – Oneida Zoning, Troy D. Parr, AIA – Development Division, Green Bay Fire Department, Town of Oneida Fire Department and Ashwaubenon Public Safety.

Items noted on the attached reports needing immediate attention, as they are life/safety issues, have been corrected.

Respectfully Submitted,

Troy D. Parr, AIA	10320-05	Registered Architect – State of Wisconsin
	30231682	American Institute of Architects – Architect Member
	1072082	WI Commercial Building Inspector, UDC
		Construction/HVAC
	10400571	LEED Accredited Professional – Building Design &
		Construction
Larry J Cornelius	N36125	Fire Inspector

Cc: James Petitjean – Interim Development Division Director, Development Branch
File



To: Troy D. Parr, AIA, LEED AP-BD+C – Development Division Branch Director

Subject: Compliance Inspection of Gaming Facilities

Date: September 29, 2016

.....

Staff from the Oneida Zoning Department, Engineering Department and appropriate serving Fire Departments has inspected the following tribal gaming facilities over the past twelve months for compliance with ARTICLE XIV of the Gaming Compact.

- o Main Casino 2020 Airport Dr.
- o IMAC 2100 Airport Dr.
- o Mason Street Casino 2514 W Mason St.
- o Packerland One Stop / Casino 3120 S Packerland Dr.
- o Oneida Travel Center 5939 Old Hwy 29

These inspections include:

- o Level II Semi Annual Life / Safety Fire Inspection completed within the last 12 months

A complete packet of each facility is enclosed for your easy reference and review. Upon completion of your review please forward unto the Oneida Business Committee for their review. Upon completion of the BC review and approval please have them forward to the Gaming Commission, the commission will then send a letter and supporting documentation to the state.

Respectfully Submitted,

Larry J Cornelius Interim Zoning Administrator, Senior Inspector, Fire Inspector

Cc: James Petitjean – Interim Development Division Director, Development Branch File

2016
COMPLIANCE LETTER TO STATE

Casino Grand

- Fire Alarm Sept. 2016
- Fire Inspection July 2016
- Generator Report Sept. 2016
- Sprinkler Report July 2016
- Won Door Test Sept. 2016

Casino West Mason

- Fire Alarm Sept. 2016
- Fire Inspection July 2016
- Generator Report Sept. 2016
- Sprinkler Report July 2016

IMAC

- Fire Alarm Sept. 2016
- Fire Inspection July 2016
- Generator Report (east & west) Sept. 2016
- Sprinkler Report July 2016

Packerland One Stop

- Fire Alarm Sept. 2016
- Fire Inspection July 2016
- Generator Report Sept. 2016
- Sprinkler Report July 2016

Travel Center

- Fire Alarm Sept. 2016
- Fire Inspection July 2016
- Generator Report Sept. 2016
- Sprinkler Report July 2016
- Annual POWTS Evaluation July 2016

<i>INSTRUCTIONS</i>		
Start		September of each year
1		Review Form Letter for <ul style="list-style-type: none"> • date • code section • titles • license numbers • copies too
2		Gather information for gaming facilities <ul style="list-style-type: none"> • Fire Inspections • Generator Report • Fire Alarm Report • Sprinkler Test
3		Assemble packet and forward to Zoning Administrator <ul style="list-style-type: none"> • If information needs correcting return
4		Upon approval forward zip drive and email to Zoning Administrator (To create zip file to send via email) <ul style="list-style-type: none"> • Highlight file • Send To • Compressed (zipped) File • CREATE email • Attachments • Click on zip file • Send
5		Put on BC agenda / Zoning Administrator
6		Attend BC Meeting
7		Forward Letter to Gaming Commission / Zoning Administrator
		After BC approval <ul style="list-style-type: none"> • Assemble all documents in folder <ul style="list-style-type: none"> ➤ BC agenda request form ➤ BC agenda ➤ All reports submitted with letter to BC ➤ Copy of letter
8		Add final BC meeting approving letter upon release
		NOTES:

WON-DOOR FG INSPECTION REPORT


LOCATION: Oneida Casino, 2020 Airport Dr., Green Bay, WI 54313
 ATTN: Kenny Skenandore
 INSPECTION DATE: 9/13/2016
 JOB NUMBERS: JWC# (213392) WD# (76403)

DOOR LOCATION:	BATTERIES:	LIMITS:	EXIT HRDW:	LEAD-POST:	KEY SWITCH:	CCOM SWITCH:	CHAIN/MOTOR:	FIRE MODE:	NOTE:
Lombardi Bar MFWII	(1) 2014 12.0v Load	Pass #98	Pass (2) Total	Pass	N/A	Pass CL/OP/RE/MU	Pass/Beige C05 13.56v Charger	Pass	2 1
Bathroom Entrance MFWII	(1) 2014 12.1v Load	Pass #65	Pass (2) Total	Pass	N/A	Pass CL/OP/RE/MU	Pass/Beige C05 13.54v Charger	Pass	2 1

NOTES: (1) 12v 35amp Battery Unit.
 (2) The battery in these units should be replaced during next years scheduled inspections.

THIS ANNUAL INSPECTION MEETS THE NFPA 1, 72 & 80 CODES AND THE UNIFORM FIRE CODES FOR INSPECTIONS WHICH THE STATE OF WISCONSIN HAS ADOPTED ALONG WITH ALL THE MANUFACTURES REQUIREMENTS & RECOMMENDATIONS.

WE WILL CONTACT YOU 1 MONTH BEFORE REQUIRED TESTING NEXT YEAR TO SCHEDULE AN INSPECTION

INSPECTED BY:  DATE: 9-28-2016
 DEREK MOORE - SERVICE & INSTALLATION MANAGER
 JWC BUILDING SPECIALTIES, INC.
 HARTLAND, WI
 262-522-1385

Sprinkler Inspection Certificate

For

Oneida Casino
2020 Airport Drive
Green Bay, WI 54313

Tested to NFPA 25 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Jul 8, 2016

Building: Oneida Casino

Contact: Tim Skenandore
Title: Facilities Director

Company: Communications Engineering Company - Green
Bay



Contact: Gary Peterman
Title: Senior Inspector

Executive Summary

Generated by: BuildingReports.com

Building Information			
Building: Oneida Casino	Contact: Tim Skenandore		
Address: 2020 Airport Drive	Phone: 920-494-4500		
Address:	Fax:		
City/State/Zip: Green Bay, WI 54313	Mobile: 920-819-1823		
Country: United States of America	Email: tskenan1@oneidanation.org		
Inspection Performed By			
Company: Communications Engineering Company - Green Bay	Inspector: Gary Peterman		
Address: 2200 American Blvd.	Phone: 920-434-9082		
Address:	Fax:		
City/State/Zip: De Pere, WI 54115	Mobile:		
Country: United States of America	Email: gpeterman@cecinfo.com		
System Control Unit			
System Type	System Location	Protected Area	Devices
Service Main	Parking Garage	Building	1
Service Main	Parking Lot By Front Valet P	Building	1
Service Main	Parking Lot By Vince Lombard	Building	1
Service Main	Rear Parking Garage	Building	2
Wet Pipe	Closet High Stakes	Building	14
Wet Pipe	Closet High Stakes	North Area	7
Wet Pipe	Closet High Stakes	South Area	7
Wet Pipe	Sprinkler Head Inspection	Building	4

Inspection Summary								
Category	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Valve	9	24.32%	9	100.00%	8	88.89%	1	11.11%
Hose	6	16.22%	6	100.00%	6	100.00%	0	0%
Device	4	10.81%	4	100.00%	4	100.00%	0	0%
Sprinkler	12	32.43%	12	100.00%	9	75.00%	3	25.00%
Alarm	6	16.22%	6	100.00%	6	100.00%	0	0%
Totals	37	100%	37	100.00%	33	89.19%	4	10.81%

Certification	
Company: Communications Engineering Company - Green Bay	Building: Oneida Casino
Inspector: Gary Peterman	Contact: Tim Skenandore
	
Signed: Jul 7, 2016 1:48:17 PM	Signed: Jul 7, 2016 1:48:59 PM

Discrepancy Report

Generated by: *BuildingReports.com*

Building: Oneida Casino				
<p><i>The Discrepancy Report consolidates each discrepancy listed within the various Testing sections of your Inspection. Discrepancies are listed by Category, and grouped by device type. The description of the problem is provided and where appropriate, code references are listed for your convenience. Any item that was inspected that is listed on the Consumer Product Safety Commissions website and are subject to a recall by the manufacturer are included.</i></p>				
Device Type	Manufacturer	ModelNumber	Date	Qty
Items listed for Recall by Manufacturer				
No recalled items found during this inspection.				
🔍 ScanID	📍 Location	🔧 Problem	📖 Reference	
Closet High Stakes Wet Pipe, Building				
Check Valve				
17448084	1st Floor Sprinkler Closet High Stakes 5 Year Done 5/11	Date Expired	NFPA25 13.4.2.1	
Closet High Stakes Wet Pipe, North Area				
Piping				
17448066	1st Floor Sprinkler Closet High Stakes Hydraulic Nameplate Present 5 Year Done 5/11	Date Expired	NFPA25 4.1.4.1	
Closet High Stakes Wet Pipe, South Area				
Piping				
17448072	1st Floor Sprinkler Closet High Stakes Hydraulic Nameplate Present 5 Year Done 5/11	Date Expired	NFPA25 4.1.4.1	
Sprinkler Head Inspection Wet Pipe, Building				
Fast Response				
33091514	Installed 1992 - Due Every 20 Years	Date Expired	NFPA25 5.3.1.1.1.1	
Code References				
NFPA25 13.4.2.1	Valves shall be inspected internally every 5 years to verify that all components operate correctly, move freely, and are in good condition.			
NFPA25 4.1.4.1	The property owner or designated representative shall correct or repair deficiencies or impairments that are found during the inspection, test, and maintenance required by this standard.			
NFPA25 5.3.1.1.1.1	Sprinklers manufactured prior to 1920 shall be replaced.			

Proposed Solutions Report

Generated by: *BuildingReports.com*

Building: Oneida Casino					
<p><i>The Proposed Solution Report provides a solution for each discrepancy listed on the Discrepancy Report. Provide a check mark where indicated to approve repairs listed within the report. Items listed as T/M are available for repair on a Time and Materials basis.</i></p>					
🔍 ScanID	📍 Location	🔧 Solution	Model #	Cost	Fix
<i>Closet High Stakes Wet Pipe, Building</i>					
Check Valve					
17448084	1st Floor Sprinkler Closet High Stakes 5 Year Done 5/11	5 Year Service	90	T/M	<input type="checkbox"/>
<i>Closet High Stakes Wet Pipe, North Area</i>					
Piping					
17448066	1st Floor Sprinkler Closet High Stakes Hydraulic Nameplate Present 5 Year Done 5/11	5 Year Service		T/M	<input type="checkbox"/>
<i>Closet High Stakes Wet Pipe, South Area</i>					
Piping					
17448072	1st Floor Sprinkler Closet High Stakes Hydraulic Nameplate Present 5 Year Done 5/11	5 Year Service		T/M	<input type="checkbox"/>
<i>Sprinkler Head Inspection Wet Pipe, Building</i>					
Fast Response					
33091514	Installed 1992 - Due Every 20 Years	Service		T/M	<input type="checkbox"/>

Inspection & Testing

Generated by: BuildingReports.com

Building: Oneida Casino

The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.

Device Type	Location	Service	Time	Date
<i>Passed</i>				
Parking Garage Service Main, Building				
Fire Hydrant	Ground Parking Garage Between Visitor Entrance To Ramp And Casino Building Used Hose And Monster	Visual & Functional, Passed	11:20:12 AM	07/08/2016
Parking Lot By Front Valet P Service Main, Building				
Fire Hydrant	Ground Parking Lot By Front Valet Parking Entrance Used Hose And Monster	Visual & Functional, Passed	9:20:20 AM	07/08/2016
Parking Lot By Vince Lombard Service Main, Building				
Fire Hydrant	Ground Parking Lot By Vince Lombardi Entrance Used Hose And Monster	Visual & Functional, Passed	8:35:14 AM	07/08/2016
Rear Parking Garage Service Main, Building				
Fire Hydrant	Ground Rear Parking Garage Employee Side Used Pitot	Visual & Functional, Passed	9:35:15 AM	07/08/2016
Fire Hydrant	Ground Rear Parking Garage Visitor Entrance To Ramp Used Pitot	Visual & Functional, Passed	10:35:01 AM	07/08/2016
Closet High Stakes Wet Pipe, Building				
Communicator	1st Floor Telephone Room Main Casino	Restored @ 11:15:00	11:15:35 AM	07/07/2016
Tamper Switch	1st Floor Sprinkler Closet High Stakes	Visual & Functional, Passed	1:17:14 PM	07/07/2016
Fire Dep't Connection	1st Floor Outside Sprinkler Closet High Stakes On Wall	Visual & Functional, Passed	1:38:39 PM	07/07/2016
Sprinkler Box	1st Floor Sprinkler Closet High Stakes	Visual, Passed	1:33:10 PM	07/07/2016
Sprinkler Box Spares	1st Floor Sprinkler Closet High Stakes Fast Pendant Chrome 155 1/2	Visual, Passed	11:15:59 AM	07/07/2016
Sprinkler Box Spares	1st Floor Sprinkler Closet High Stakes Fast Pendant White 155 1/2	Visual, Passed	1:38:11 PM	07/07/2016
Sprinkler Box Spares	1st Floor Sprinkler Closet High Stakes Fast Concealed Pendant Brass 155 1/2	Visual, Passed	1:39:39 PM	07/07/2016
Sprinkler Box Spares	1st Floor Sprinkler Closet High Stakes Standard Upright Brass 155 1/2	Visual, Passed	1:39:41 PM	07/07/2016

Device Type	Location	Service	Time	Date
Wrenches	1st Floor Sprinkler Closet High Stakes	Visual, Passed	1:39:37 PM	07/07/2016
Backflow Prevention	1st Floor Sprinkler Closet High Stakes Serial DA1037 Flow 536 GPM Annually Tested July	Visual & Functional, Passed	1:05:35 PM	07/07/2016
Control Valve	1st Floor Sprinkler Closet High Stakes Upper	Visual & Functional, Passed	1:02:37 PM	07/07/2016
Control Valve	1st Floor Sprinkler Closet High Stakes	Visual & Functional, Passed	1:17:13 PM	07/07/2016
Control Valve	1st Floor Sprinkler Closet High Stakes Lower	Visual & Functional, Passed	1:28:02 PM	07/07/2016
Closet High Stakes Wet Pipe, North Area				
Tamper Switch	1st Floor Sprinkler Closet High Stakes	Visual & Functional, Passed	1:30:53 PM	07/07/2016
Waterflow Switch	1st Floor Sprinkler Closet High Stakes 6 Inch	Visual & Functional, Passed	1:22:12 PM	07/07/2016
Drain	1st Floor Sprinkler Closet High Stakes Annually Tested July	Visual & Functional, Passed	1:28:30 PM	07/07/2016
Gauge	1st Floor Sprinkler Closet High Stakes Installed 2014	Visual & Functional, Passed	1:29:09 PM	07/07/2016
Control Valve	1st Floor Sprinkler Closet High Stakes	Visual & Functional, Passed	1:28:43 PM	07/07/2016
Inspector's Test	1st Floor Sprinkler Closet High Stakes	Visual & Functional, Passed	1:27:41 PM	07/07/2016
Closet High Stakes Wet Pipe, South Area				
Tamper Switch	1st Floor Sprinkler Closet High Stakes	Visual & Functional, Passed	1:30:28 PM	07/07/2016
Waterflow Switch	1st Floor Sprinkler Closet High Stakes 6 Inch	Visual & Functional, Passed	1:29:58 PM	07/07/2016
Drain	1st Floor Sprinkler Closet High Stakes Annually Tested July	Visual & Functional, Passed	1:12:53 PM	07/07/2016
Gauge	1st Floor Sprinkler Closet High Stakes Installed 2014	Visual & Functional, Passed	1:14:50 PM	07/07/2016
Control Valve	1st Floor Sprinkler Closet High Stakes	Visual & Functional, Passed	1:30:34 PM	07/07/2016
Inspector's Test	1st Floor Sprinkler Closet High Stakes	Visual & Functional, Passed	1:19:46 PM	07/07/2016

Device Type	Location	Service	Time	Date
Sprinkler Head Inspection Wet Pipe, Building				
Fast Response	Inspection Of All Visible Sprinkler Heads	Visual, Passed	1:38:05 PM	07/07/2016
Standard Response	Inspection Of All Visible Sprinkler Heads	Visual, Passed	1:37:59 PM	07/07/2016
Standard Response	Installed 1992 - Due Every 50 Years	Visual, Passed	1:38:02 PM	07/07/2016
<i>Failed/Other</i>				
Closet High Stakes Wet Pipe, Building				
Check Valve	1st Floor Sprinkler Closet High Stakes 5 Year Done 5/11	Visual, Failed	1:12:22 PM	07/07/2016
Closet High Stakes Wet Pipe, North Area				
Piping	1st Floor Sprinkler Closet High Stakes Hydraulic Nameplate Present 5 Year Done 5/11	Visual, Failed	1:28:32 PM	07/07/2016
Closet High Stakes Wet Pipe, South Area				
Piping	1st Floor Sprinkler Closet High Stakes Hydraulic Nameplate Present 5 Year Done 5/11	Visual, Failed	1:30:25 PM	07/07/2016
Sprinkler Head Inspection Wet Pipe, Building				
Fast Response	Installed 1992 - Due Every 20 Years	Visual, Failed	1:38:09 PM	07/07/2016

Wet Pipe Fire Sprinkler Systems

Generated by: *BuildingReports.com*

Building: Oneida Casino			Closet High Stakes, Building			
<i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i>						
Alarms						
Tamper Switch						
Type	Description	Manufacturer	Sec	Zone/Address	OK	ScanID
Lever	Supervisory	Potter Electric		1, M2, 026	<input checked="" type="checkbox"/>	19315476
Components						
Backflow Prevention						
Manufacturer	Model #	Size	Type	Service Type	Install Date	
Watts Regulator	757	8"	Double Check		06/01/1992	
Location		Water Purveyor		Meter Account #		Serial Number
1st Floor Sprinkler Closet High Stakes Serial DA1037 Flow 536 GPM Annually Tested July						
Initial Test						
Check Valve 1		Check Valve 2		Relief Valve		Pressure Vacuum Breaker
Held At		Repairs or Notes				
Final Test						
Check Valve 1		Check Valve 2		Relief Valve		Pressure Vacuum Breaker
3.6		3.2				
Held At		Condition of Control Valve 1			Condition of Control Valve 2	
		Closed Tight			Closed Tight	
Check Valve						
Type	Location			Size	OK	ScanID
Grooved	1st Floor Sprinkler Closet High Stakes 5 Year Done 5/11			4"	<input type="checkbox"/>	17448084
Control Valve						
Type	Manufacturer	Size	Position	Status	OK	ScanID
Butterfly	Victaulic	8"	Open	Locked	<input checked="" type="checkbox"/>	39643190
OS&Y	Fairbanks Morse	8"	Open	Supervised	<input checked="" type="checkbox"/>	17448081
Butterfly	Victaulic	8"	Open	Locked	<input checked="" type="checkbox"/>	35392210
Devices						
Fire Dep't Connection						

Location		Type	BallDrip	Rotating Swivels	Size	OK	ScanID
1st Floor Outside Sprinkler Closet High Stakes On Wall		Siamese	Yes	Yes	4"	<input checked="" type="checkbox"/>	17448089
Sprinkler Box							
Qty	Tool Available?	Size	Manufacturer	Location		OK	ScanID
1	Yes	12 unit		1st Floor Sprinkler Closet High Stakes		<input checked="" type="checkbox"/>	17448085
Sprinkler Box Spares							
Qty	Type	KFactor	Manufacturer	Location		OK	ScanID
2	Pendant		Star	1st Floor Sprinkler Closet High Stakes Fast Pendant Chrome 155 1/2		<input checked="" type="checkbox"/>	17448087
5	Pendant		Tyco	1st Floor Sprinkler Closet High Stakes Fast Pendant White 155 1/2		<input checked="" type="checkbox"/>	30431066
5	Concealed Pendant		Star	1st Floor Sprinkler Closet High Stakes Fast Concealed Pendant Brass 155 1/2		<input checked="" type="checkbox"/>	17448088
2	Upright		Star	1st Floor Sprinkler Closet High Stakes Standard Upright Brass 155 1/2		<input checked="" type="checkbox"/>	30432180
Wrenches							
Qty	Type	Manufacturer		Location		OK	ScanID
1	Sprinkler			1st Floor Sprinkler Closet High Stakes		<input checked="" type="checkbox"/>	17448086

Building: Oneida Casino				Closet High Stakes, North Area			
<p><i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i></p>							
<i>Alarms</i>							
Tamper Switch							
Type	Description	Manufacturer	Sec	Zone/Address	OK	ScanID	
Lever	Supervisory	Potter Electric		1, M2, 026	<input checked="" type="checkbox"/>	17448070	
Waterflow Switch							
Type	Manufacturer	Model #	Sec	Size	Zone/Address	OK	ScanID
Vane	System Sensor	WFD60	55	6.0	1, M2, 024	<input checked="" type="checkbox"/>	35392207
<i>Components</i>							
Control Valve							
Type	Manufacturer	Size	Position	Status	OK	ScanID	
OS&Y	Kennedy	6"	Open	Supervised	<input checked="" type="checkbox"/>	17448069	
Inspector's Test							
Manufacturer	Model #	Pressure psi	Trip Time Sec	Flow Sec	OK	ScanID	
		N/A	N/A	50	<input checked="" type="checkbox"/>	17448083	
<i>Devices</i>							
Drain							
Current Inspection							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	50	50	40	6	p	35392208
Previous Inspections							
April 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	50	50	40		p	35392208
January 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	60	60	45		p	35392208
Gauge							
Type	Location	Static psi	Fill Type	Size	OK	ScanID	
System Pressure	1st Floor Sprinkler Closet High Stakes Installed 2014	50		1/4	<input checked="" type="checkbox"/>	17448068	
Piping							
Location	Type	Size	Service Date	Internal Inspection Due Date			
1st Floor Sprinkler Closet High Stakes Hydraulic Nameplate Present 5 Year Done 5/11	Steel	6	12/31/1969	12/31/1969			

Hangers	Braces	Fittings	Identified	Antifreeze	ScanID
Normal	Normal		Tagged		17448066

Building: Oneida Casino				Closet High Stakes, South Area			
<p><i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i></p>							
<i>Alarms</i>							
Tamper Switch							
Type	Description	Manufacturer	Sec	Zone/Address	OK	ScanID	
Lever	Supervisory	Potter Electric		1, M2, 026	<input checked="" type="checkbox"/>	17448076	
Waterflow Switch							
Type	Manufacturer	Model #	Sec	Size	Zone/Address	OK	ScanID
Vane	Potter Electric	VSR	50	6	1, M2, 025	<input checked="" type="checkbox"/>	30432178
<i>Components</i>							
Control Valve							
Type	Manufacturer	Size	Position	Status	OK	ScanID	
OS&Y	Kennedy	6"	Open	Supervised	<input checked="" type="checkbox"/>	35392209	
Inspector's Test							
Manufacturer	Model #	Pressure psi	Trip Time Sec	Flow Sec	OK	ScanID	
		N/A	N/A	55	<input checked="" type="checkbox"/>	17448082	
<i>Devices</i>							
Drain							
Current Inspection							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	55	55	50	4	p	17448073
Previous Inspections							
April 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	55	55	50		p	17448073
January 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	60	60	45		p	17448073
Gauge							
Type	Location	Static psi	Fill Type	Size	OK	ScanID	
System Pressure	1st Floor Sprinkler Closet High Stakes Installed 2014	55		1/4	<input checked="" type="checkbox"/>	17448074	
Piping							
Location	Type	Size	Service Date	Internal Inspection Due Date			
1st Floor Sprinkler Closet High Stakes Hydraulic Nameplate Present 5 Year Done 5/11	Steel	6	12/31/1969	12/31/1969			

Hangers	Braces	Fittings	Identified	Antifreeze	ScanID
Normal	Normal		Tagged		17448072

Building: Oneida Casino				Sprinkler Head Inspection, Building			
<p><i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i></p>							
Fast Response							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091513
Location				Description			
Inspection Of All Visible Sprinkler Heads							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input type="checkbox"/>	33091514
Location				Description			
Installed 1992 - Due Every 20 Years							
Standard Response							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	34223076
Location				Description			
Inspection Of All Visible Sprinkler Heads							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	34223077
Location				Description			
Installed 1992 - Due Every 50 Years							

Private Fire Service Mains

Generated by: *BuildingReports.com*

Building: Oneida Casino		Parking Garage, Building				
<i>Sprinkler piping and its appurtenances on private property typically between a source of water and the base of the system riser for water-based fire protection systems.</i>						
Devices						
Fire Hydrant						
Description	Type	Position		Size	OK	ScanID
	Dry Barrel/Pedestal			6"	p	35392213
Orifice	Static PSI	Residual PSI	Flow Rate	Valve Type	Flush Test Date	
2@2- 1/2" and 1@4"	Closed		675 GPM	Closed against pressure	07/08/2016	

Building: Oneida Casino		Parking Lot By Front Valet P, Building				
<i>Sprinkler piping and its appurtenances on private property typically between a source of water and the base of the system riser for water-based fire protection systems.</i>						
Fire Hydrant						
Description	Type	Position		Size	OK	ScanID
	Dry Barrel/Pedestal			6"	p	35392215
Orifice	Static PSI	Residual PSI	Flow Rate	Valve Type	Flush Test Date	
2@2-1/2" and 1@4"	Closed		631 GPM	Closed against pressure	07/08/2016	

Building: Oneida Casino		Parking Lot By Vince Lombard, Building				
<i>Sprinkler piping and its appurtenances on private property typically between a source of water and the base of the system riser for water-based fire protection systems.</i>						
Fire Hydrant						
Description	Type	Position		Size	OK	ScanID
	Dry Barrel/Pedestal			6"	p	35392214
Orifice	Static PSI	Residual PSI	Flow Rate	Valve Type	Flush Test Date	
2@2-1/2" and 1@4"	Closed		584 GPM	Closed against pressure	07/08/2016	

Building: Oneida Casino			Rear Parking Garage, Building			
<i>Sprinkler piping and its appurtenances on private property typically between a source of water and the base of the system riser for water-based fire protection systems.</i>						
Fire Hydrant						
Description	Type		Position	Size	OK	ScanID
	Dry Barrel/Pedestal			6"	p	35392211
Orifice	Static PSI	Residual PSI	Flow Rate	Valve Type	Flush Test Date	
2@2-1/2" and 1@4"	Closed		1050 GPM	Closed against pressure	07/08/2016	
Description	Type		Position	Size	OK	ScanID
	Dry Barrel/Pedestal			6"	p	35392212
Orifice	Static PSI	Residual PSI	Flow Rate	Valve Type	Flush Test Date	
2@2-1/2" and 1@4"	Closed		1090 GPM	Closed against pressure	07/08/2016	

Inventory & Warranty Report

Generated by: *BuildingReports.com*

Building: Oneida Casino

The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.

Device or Item	Category	% of Inventory	Quantity
Communicator	Alarm	2.70%	1
Sprinkler Box Spares	Sprinkler	10.81%	4
Control Valve	Valve	13.51%	5
Backflow Prevention	Valve	2.70%	1
Check Valve	Valve	2.70%	1
Drain	Device	5.41%	2
Gauge	Device	5.41%	2
Tamper Switch	Alarm	8.11%	3
Inspector's Test	Valve	5.41%	2
Waterflow Switch	Alarm	5.41%	2
Piping	Sprinkler	5.41%	2
Sprinkler Box	Sprinkler	2.70%	1
Standard Response	Sprinkler	5.41%	2
Fast Response	Sprinkler	5.41%	2
Fire Dep't Connection	Hose	2.70%	1
Wrenches	Sprinkler	2.70%	1
Fire Hydrant	Hose	13.51%	5

Device or Item	Qty	Model #	Description	Install Date
<i>In Service - 2 Years to 3 Years</i>				
Closet High Stakes Wet Pipe, North Area				
Gauge	1		System Pressure	07/02/2014
Closet High Stakes Wet Pipe, South Area				
Gauge	1		System Pressure	07/02/2014
<i>In Service - 3 Years to 5 Years</i>				
Closet High Stakes Wet Pipe, Building				
Sprinkler Box Spares	1		Pendant	06/01/2013
<i>In Service - 10 Years to 15 Years</i>				
Closet High Stakes Wet Pipe, Building				
Sprinkler Box Spares	1		Concealed Pendant	06/01/2002
<i>In Service - 15 Years to 25 Years</i>				
Closet High Stakes Wet Pipe, Building				
Fire Dep't Connection	1		Siamese	06/01/1992
Sprinkler Box	1			06/01/1992
Wrenches	1		Sprinkler	06/01/1992
Check Valve	1	90	Grooved	06/01/1992

<i>In Service - 15 Years to 25 Years</i>				
Control Valve	1	412	OS&Y	06/01/1992
Tamper Switch	1	OSYSU	Lever	06/01/1992
Communicator	1	4010	Digital Communicator	06/01/1992
Sprinkler Box Spares	1		Pendant	06/01/1992
Sprinkler Box Spares	1		Upright	06/01/1992
Control Valve	2	702	Butterfly	06/01/1992
Backflow Prevention	1	757	Double Check	06/01/1992
Closet High Stakes Wet Pipe, North Area				
Drain	1		Main	06/01/1992
Inspector's Test	1			06/01/1992
Piping	1		Steel	06/01/1992
Control Valve	1	KSII	OS&Y	06/01/1992
Tamper Switch	1		Lever	06/01/1992
Waterflow Switch	1	WFD60	Vane	06/01/1992
Closet High Stakes Wet Pipe, South Area				
Drain	1		Main	06/01/1992
Inspector's Test	1			06/01/1992
Piping	1		Steel	06/01/1992
Control Valve	1	KSII	OS&Y	06/01/1992
Tamper Switch	1		Lever	06/01/1992
Waterflow Switch	1	VSR	Vane	06/01/1992
Parking Garage Service Main, Building				
Fire Hydrant	1		Dry Barrel/Pedestal	06/01/1992
Parking Lot By Front Valet P Service Main, Building				
Fire Hydrant	1		Dry Barrel/Pedestal	06/01/1992
Parking Lot By Vince Lombard Service Main, Building				
Fire Hydrant	1		Dry Barrel/Pedestal	06/01/1992
Rear Parking Garage Service Main, Building				
Fire Hydrant	2		Dry Barrel/Pedestal	06/01/1992
Sprinkler Head Inspection Wet Pipe, Building				
Fast Response	2			06/01/1992
Standard Response	2			06/01/1992

Zone Address Report

Generated by: BuildingReports.com

Building: Oneida Casino				
<p><i>The Zone Address Report lists all of the devices and items that have an individual address, or are grouped together under a common zone. The device type, location and description are included for your reference. For more information on the device, use the link provided under ScanID.</i></p>				
Address	Device Type	Location	Type	ScanID
<i>Control Panel 1</i>				
Zone/Address: M2				
024	Waterflow Switch	1st Floor Sprinkler Closet High Stakes 6 Inch	Vane	35392207
025	Waterflow Switch	1st Floor Sprinkler Closet High Stakes 6 Inch	Vane	30432178
026	Tamper Switch	1st Floor Sprinkler Closet High Stakes	Lever	17448070
026	Tamper Switch	1st Floor Sprinkler Closet High Stakes	Lever	17448076
026	Tamper Switch	1st Floor Sprinkler Closet High Stakes	Lever	19315476

Notes & Recommendations

Generated by: BuildingReports.com

Building: Oneida Casino				
<p><i>The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by SystemID.</i></p>				
General Note				
Annual Fire Sprinkler Inspection Per NFPA 25, 2011 ed.				
Note	Device Type	Location	Comment	ScanID
Closet High Stakes Wet Pipe, Building				
2	Check Valve	1st Floor Sprinkler Closet High Stakes 5 Year Done 5/11	Date Expired	17448084
CEC To Quote 5-Year Maintenance Inspection Per NFPA 25 Test & Inspection. Which Due 2016.				
Closet High Stakes Wet Pipe, North Area				
3	Piping	1st Floor Sprinkler Closet High Stakes Hydraulic Nameplate Present 5 Year Done 5/11	Date Expired	17448066
CEC To Quote 5-Year Maintenance Inspection Per NFPA 25 Test & Inspection. Which Due 2016.				
Closet High Stakes Wet Pipe, South Area				
4	Piping	1st Floor Sprinkler Closet High Stakes Hydraulic Nameplate Present 5 Year Done 5/11	Date Expired	17448072
CEC To Quote 5-Year Maintenance Inspection Per NFPA 25 Test & Inspection. Which Due 2016.				
Sprinkler Head Inspection Wet Pipe, Building				
5	Fast Response	Installed 1992 - Due Every 20 Years	Date Expired	33091514
Fast Response Sprinkler Heads Over 20 Years old. NFPA 25 Requires Heads To Be Lab Tested Or Replaced.				



Total Energy Systems, LLC
A TELOCIN GROUP, INC. COMPANY

2211 American Blvd • De Pere, WI 54115
Phone 888-548-1400 • Fax 920-964-1409
8525 N. 87th Street • Milwaukee, WI 53224
Phone 800-236-6626 • Fax 414-357-6278

14950 Martin Drive • Eden Prairie, MN 55344
Phone 866-583-1671 • Fax 952-767-1681
4324 Airlane Dr. SE • Grand Rapids, MI 49512
Phone 888-341-5610 • Fax 616-971-0146

BILL TO

ONEIDA TRIBE OF INDIANS/WISC
ATTN: ACCOUNTS PAYABLE
P O BOX 365
ONEIDA, WI 54155

JOB SITE

G-M MAIN CASINO
2100 AIRPORT DRIVE
GREEN BAY, WI 54135

WORK ORDER

159785

PAGE

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CUSTOMER PURCHASE ORDER NUMBER	DATE ENTERED	PRIORITY	INIT	ACCOUNT NUMBER	SITE NUMBER	
TJW-83088-16-PO	09/01/2016	N	JAB	000000006241	000000000000003	
WARRANTY	MODEL NUMBER		SPEC NUMBER		SERIAL NUMBER	
YES <input type="checkbox"/> NO <input type="checkbox"/>	500DFB ONAN GENERATOR		61851H		I930520933	
CONTACT NAMES		PHONE NUMBERS		IN SERVICE INFORMATION		
CONTACT: TIM SKENANDORE CALLER: TIM SKENANDORE		BILL TO: 920-490-1100 SHIP TO:		STARTUP DATE	EXP DATE	
				PARTS DATE	LABOR DATE	
CALL TYPE	REASON	METER HOURS	ROUND TRIP MILES	NUMBER OF TRIPS	TOTAL MILES	
P/M	PM		20.00			
QUANTITY	PART NUMBER	DESCRIPTION			LOC	PROMISE DATE
	GB	GB - LABOR HOURS			GB	9/13/2016
	PM GB	PLANNED MAINTENANCE PER AGREEMENT			GB	9/13/2016
	MTS	MIKE S. - LABOR HOURS			GB	9/13/2016
	09/13/2016 MTS	241.0 engine hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit under building load. Unit is operating properly.				
	2C	ROUND TRIP CHARGE - TRK - MTS			GB	9/13/2016

SERVICE TO BE PERFORMED

INSPECTION, TESTING

TOTAL ENERGY SYSTEMS, LLC shall have no responsibility to the owner for special or consequential damages including loss of time, injury to person or property or any other consequential damage or incidental or economic loss. All other warranties, expressed and implied, including merchantability and fitness for a particular purpose, are hereby waived, disclaimed and excluded.

CUSTOMER SIGNATURE _____ SERVICE TECH SIGNATURE _____ DATE _____

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airline Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
---	--	---	--	---

PLANNED MAINTENANCE AGREEMENT CHECKLIST

CUSTOMER NAME		ACCOUNT NUMBER		SITE NUMBER	
Onieda		6241		0003	
TECHNICIAN		DATE		HOURLY START	
Mike Smith		09/13/2016		240.7	
GENERATOR		MODEL		SERIAL	
MAKE		500DFFB		1930520933	
ONAN				61851H	
TRANSFER SWITCH		MODEL		SERIAL	
MAKE		7000			
ASCO					
ENGINE		MODEL		SERIAL	
MAKE		37149288 KTTA19G2		61173	
Cummins				159785	
Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments

Cooling System

1 a	Coolant - Visual inspection of level and condition	X			
b	Coolant - Record Protection level	X			-34
c	Pressure Test System - Record test pressure	X			No visible leaks
d	Filler Cap - Visual inspection of gaskets and sealing surfaces	X			
e	Radiator/Heat Exchanger - Visual inspection for leaks, damage and debris	X			
f	Fan Guard - Inspect for missing or broken parts	X			
g	Fan Drive Pulley - Check for loose or worn pulleys and lube fan drive (if applicable)	X			
h	Fan Belts - Inspect for frayed or worn belts. Check tension and adjust	X			
i	Hoses - Visual inspection of all hoses for condition. Check Connections	X			
j	Water Pump - Visual inspection for leaks	X			
k	Jacket Water Heater - Check for proper operation. Record temperature	X			148F
l	Coolant Test Strip - Record Results	X			pH 8.0 Nitrates 900 ppm

Lubrication System

2 a	Oil Level - Check for proper level	X			
b	Oil Leaks - Inspect for leaks. Wipe engine and change absorbent pads (where applicable)	X			
c	Crankcase Breather System - Inspect hose and connections. Note excessive blow by during test run	X			

Intake Air System

3 a	Air Filter - Inspect restriction gauge	X			
b	Air Filter - Inspect filter element	X			
c	Air Inlet System - Inspect piping for damaged or loose connections.	X			

Exhaust System


4 a	Silencer and Piping (Interior) - Inspect for damage/leakage of piping and/or insulation	X			
b	Silencer and Piping (Exterior) - Inspect for damage/leakage of piping. Check Rain cap	X			
C	Exhaust Manifold - Inspect for damage or missing hardware or wet stacking	X			

Fuel System - Diesel

5 a	Fuel Tank - Visually inspect for leaks and proper level. Record Level	X			5/8
b	Day Tank - Check Tank Level. Record Level			X	
c	Fuel Priming Pump - Inspect for proper operation	X			
d	Fuel Filters - Primary/Secondary, Inspect for damage or leaks	X			
e	Water/Trap Separator - Drain water from tank or separator if valves are available	X			
f	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Check line brackets	X			
g	Solenoid Valves - Check for proper operation	X			

Fuel System - Gaseous

6 a	Fuel Tank (Propane) - Visual inspection for leaks and proper level. Record Level			X	
b	Fuel Filter / Strainer - Visual inspection for damage or leaks. Clean or Replace			X	
c	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Inspect line brackets			X	
d	Solenoid Valves - Check for proper operation			X	

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airlane Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments
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Ignition System

7 a	Spark Plugs - Visually inspect and replace as necessary			X	
b	Distributor - Visually inspect and replace parts as necessary			X	
c	Spark Plug Wires - Visually inspect and replace as necessary			X	

Starting System

8 a	Battery Charger - Measure battery charger float voltage. Record voltage	X			26.4
b	Battery Charger - Check for proper operation and connections	X			
c	Batteries - Check electrolyte level (where applicable)	X			
d	Battery Cables - Clean and tighten all battery cables	X			
e	Starting Motor(s) - Inspect connections and wiring	X			
f	Battery Type and Quantity	X			8D/2
g	Date Stamped Battery with Paint Pen and Note Age	X			04/2016

Generator

9 a	Wiring - Inspect for loose connections	X			
b	Voltage Regulator - Inspect for loose connections	X			
c	Stator & Rotor - Visually inspect for damage and air gap	X			
d	Coupling and Guards - Inspect for vibration and loose or missing parts	X			
e	General - Inspect for debris or animal damage	X			

Controller

10 a	Wiring - Inspect for loose connections	X			
b	Circuit Boards and Meters - Inspect for loose connections	X			
c	Panel Lamps - Operational check of illumination and safety lamps	X			


Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
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Transfer Switch(es)

11 a	Infrared Temperature readings of connections (Normal)			X	
b	Infrared Temperature readings of connections (Load)			X	
c	Infrared Temperature readings of connections (Emergency) - Test near end of loaded run			X	
d	Visual Inspection - Check for loose or broken wires and dirt accumulation			X	
e	Exerciser Clock - Check for correct time. Adjust if necessary.			X	
f	Digital Controller - Check operational records for problems			X	

Controller

12 a	Start Controls - Manual check for proper operation and general starting ability	X							
b	Remote Annunciators and Alarms - Test all panel and system alarms for proper operation	X							
c	Check AC gauges and meters and record readings	Volts A		Volts B		Volts C		Frequency	
		480		480		480		60.0	
		Amps A		Amps B		Amps C		Loaded Y/N	
d	Check DC gauges and meters and record readings	50		50		50		YES	
		Oil Pressure		Coolant Temp		Battery Volts		Fuel Pressure	
		80		180		28.3		N/A	

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airline Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
Cooling System					
13 a	Cooling System - Check temperature of inlet and outlet of radiator. Record temperatures	X			166F 95F
b	Water Pump - Check for leaks and unusual noise or vibration. Check Pulley	X			
c	Fan and Belts - Check for leaks and unusual noise or vibration	X			
Starting System					
14 a	Starter and Alternator - Check for unusual noise or vibration	X			
General					
15 a	Enclosure Condition - Check for leaks, security, etc.	X			
b	Inspect for oil, fuel, coolant, intake or exhaust leaks while running	X			
c	Visual Inspection - Overall condition of generator set	X			
d	Vibration Isolators - Visual Inspection for broken springs or damaged cases	X			
e	Louvers - Check for proper operation of louvers. Minor adjustment if necessary	X			
Operational Test					
16 a	Test unit with load (if possible)	X			
17 a	Unit transferred in less then 10 seconds (NFPA110)			X	

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
After Shutdown					
18 a	Take oil sample (if required) - Recheck for proper crankcase level. Top off as required (Inspection Visit)			X	
b	Take coolant sample (if required) - Recheck for proper radiator level. Top off as required			X	
c	Take fuel sample (if required) - Inform customer if fuel is required			X	
d	Grease generator bearing (if applicable) - 2 pumps annually			X	
e	Change engine oil, fuel and oil filters (Maintenance Visit)			X	
f	Start engine and check for leaks	X			
g	Check for proper crankcase level	X			
h	CHECK GENERATOR BREAKER	X			
i	RESET ALL CONTROLS TO AUTOMATIC	X			
j	Talk to customer about basic system operation.	X			

Repair Recommendations or Additional Comments:

09/13/2016 MTS 241.0 engine hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit under building load. Unit is operating properly.

Customer Signature

ZONING DEPARTMENT



Location: N7332 Water Circle Place Oneida, WI 54155

Office: (920) 869-1600

Mailing Address:

P.O Box 365 Oneida, WI 54155-0365

Toll Free: (800) 236-2868

Fax: (920) 869-1610

Fire Inspection Report Form

Page 1 of 2

2020 AIRPORT DR LOCATION (Legal Address)

MAIN CASINO NAME OF BUSINESS

7/15/16 DATE OF INSPECTION

COMPLIANCE DATE

*Section 66.4 (Standards) of the Building Code of the Oneida Reservation incorporates SPS 314 by reference, SPS 314.001 incorporates NFPA 1 reference, NFPA 1 2.1 incorporates the entire NFPA suite by reference.

Table with 3 columns of fire safety codes: Ch 1 Administrative, Ch 10 General Fire Safety, Ch 11 Building Services, Ch 12 Features of Fire Protection, Ch 13 Fire Protection Systems, Ch 14 Means of Egress, Ch 16 Safeguards During Building Construction, Alteration & Demolition Operations, Ch 18 Fire Department Access & Water Supply, Ch 19 Combustible Waste & Refuse, Ch 20 Occupancy Fire Safety, Ch 22 Automobile Wrecking Yards, Ch 25 Grandstands & Bleachers, Ch 26 Laboratories Using Chemicals, Ch 27 Manufactured Home & Recreational Vehicle Sites, Ch 29 Parking Garages, Ch 30 Motor Fuel Dispensing Facilities & Repair Garages, Ch 33 Outside Storage of Tires, Ch 34 General Storage, Ch 40 Dust Explosion Prevention, Ch 41 Hot Work Operations, Ch 42 Refueling, Ch 45 Combustible Fibers, Ch 50 Commercial Cooking Equipment, Ch 52 Stationary Lead-Acid Battery Systems, Ch 53 Mechanical Refrigeration, Ch 60 Hazardous Materials, Ch 61 Aerosol Products, Ch 63 Compressed Gases and Cryogenic Fluids, Ch 65 Explosives, Fireworks & Model Rocketry.

REMARKS—A COPY OF THIS NOTICE WILL BE ON FILE IN THE OFFICE OF THE FIRE INSPECTOR FOR FURTHER ACTION

SEAL HOLES IN SOFFIT - BY SECURITY BOOTH
REMOVE BASE MATERIAL - ELEVATOR EQUIPMENT RM.
BLOCKED PATH OF EGRESS - LOMBARD KITCHEN
REMOVE TABLE & CHAIRS FROM PATH OF EGRESS - VIP BAR EAST END
REMOVE TRASH - ERU 8, 9 Rooms

Tom Sanford #5790 OWNER/AGENT/MANAGER REPRESENTATIVE

Larry J Cornelius #136125 INSPECTING OFFICER/FIRE DEPARTMENT No.

Tom Sanford 992 Paul W... 10/17/14 DSDenny 14480 WICOMM BLD INSP#1072082

ONEIDA TRIBE OF INDIANS OF WISCONSIN
ZONING DEPARTMENT

Location:
N7332 Water Circle Place
Oneida, WI 54155



Mailing Address:
P.O Box 365
Oneida, WI 54155-0365
Toll Free: (800) 236-2868
Fax: (920) 869-1610

Office: (920) 869-1600

FIRE INSPECTION REPORT

INSPECTION DATE 7/15/16 PAGE 2 OF 2

Location (Legal Address)
2020 AIRPORT DR

Name of Business
MAIN CASINO

Date of Inspection Compliance Date

INSPECTION TYPE FIRE FOLLOW UP FIRE COMPLAINT
 SEMI ANNUAL MONTHLY

AN INSPECTION OF THE ABOVE FACILITY HAS DISCLOSED THE FOLLOWING VIOLATION(S)

FINDINGS AND REQUIREMENTS

REMOVE STRINGS FROM PLUG IN CORDS - STAGE AREA
INSTALL SPRINKLER HEAD - LOUNGE WEST RAISED DINING
CLEAN GLOBE FOR LIGHT - NOODLE BAR HOOD
DRAFT STOPPING - Rm 1062
SEAL HOLE - Rm 1056 A (OLD BATTERY Rm)
DRAFT STOPPING, SEAL HOLE IN WALL Rm 2020
REMOVE NON ASSOCIATED STORAGE - Rm 2040
HANG FIRE EXTINGUISHER
FIRE EXTINGUISHER OUT OF DATE Rm 204B
HANG FIRE EXTINGUISHER Rm 2041
MOVE FIRE EXTINGUISHER TO OTHER SIDE OF DOOR 3027
FIRE DEPT CONNECTION IS TIGHT - NW RAMP
COVER NOT ON DOOR OPENER OR DISCONNECT POWER GROUND KEEPER SHOP
REMOVE STORAGE - NW TOWER RAMP

NOTICE OF NONCOMPLIANCE

All Cited violations shall be ordered within 45 days after written notification, unless an extension of time is granted. Each day that the violation continues after shall constitute a separate offense and is subject to remedies and penalties by the authority having jurisdiction.

Violations Explained to

Tribal Inspector Larry J. Corneilus No. N 36125

Tom Dufault 992 JS Penny 14980 Brian Stum 13232 Paul Schmidt 10174

Fire Alarm and Life Safety System Inspection Certificate

For

Oneida Casino
2020 Airport Drive
Green Bay, WI 54313

Tested to NFPA 72 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Sep 12, 2016

Building: Oneida Casino

Contact: Tim Skenandore
Title: Facilities Director

Company: Communications Engineering Company - Green
Bay

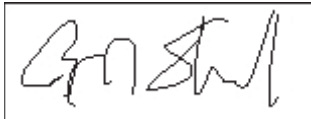
Contact: Gary Peterman
Title: Senior Inspector

Executive Summary

Generated by: BuildingReports.com

Building Information		
Building: Oneida Casino	Contact: Tim Skenandore	
Address: 2020 Airport Drive	Phone: 920-494-4500	
Address:	Fax:	
City/State/Zip: Green Bay, WI 54313	Mobile: 920-819-1823	
Country: United States of America	Email: tskenan1@oneidanation.org	
Inspection Performed By		
Company: Communications Engineering Company - Green Bay	Inspector: Gary Peterman	
Address: 2200 American Blvd.	Phone: 920-434-9082	
Address:	Fax:	
City/State/Zip: De Pere, WI 54115	Mobile:	
Country: United States of America	Email: gpeterman@cecinfo.com	
System Control Unit		
Manufacturer: SimplexGrinnell	Inspection Date: 09/12/2016	IDC Style: B
Model Number: 4100	Install Date: 06/04/1993	SLC Style:
Software Version: 9.02.09	Version Date: 01/25/2012	NAC Style: Y
Location: 1st Floor In Telephone Room	Current Protection: Breaker	
Monitoring		
Company: COPS Monitoring	Phone: 877-509-0821	Account #: 100-2501
Central Station Signal Verification		
Type: Digital Communicator	Mfg: First Alert	Model #: FA2000C
Test Time/Date:	Restore Time	
Type of Signal	Signal Confirmation	Notes
Type: Alarm Signal	Confirmed Time:	
Type: Alarm Restoration	Confirmed Time:	
Type: Trouble Signal	Confirmed Time:	
Type: Trouble Restoration	Confirmed Time:	
Type: Supervisory Signal	Confirmed Time:	
Type: Supervisory Restoration	Confirmed Time:	

Inspection Summary								
Category	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Supervisory	1	0.35%	0	0%	0	0%	0	0%
Monitor	6	2.08%	0	0%	0	0%	0	0%
Auxiliary	4	1.39%	0	0%	0	0%	0	0%
Indicating	3	1.04%	1	33.33%	1	100.00%	0	0%
Initiating	246	85.42%	2	0.81%	2	100.00%	0	0%
Alarm	10	3.47%	0	0%	0	0%	0	0%
Control	18	6.25%	2	11.11%	2	100.00%	0	0%
Totals	288	100%	5	1.74%	5	100.00%	0	0%

Certification	
Company: Communications Engineering Company - Green Bay	Building: Oneida Casino
Inspector: Gary Peterman	Contact: Tim Skenandore
	
Signed:	Signed: Sep 12, 2016 9:46:29 AM

Notes & Recommendations

Generated by: BuildingReports.com

Building: Oneida Casino

The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by Category.

General Note

Monthly per NFPA 72, 2007 ed, Figure 10-4.2.2

Inspection & Testing

Generated by: *BuildingReports.com*

Building: Oneida Casino	Control Panel: 1 - SimplexGrinnell 4100
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The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.

Device Type	Location	Service	Time	Date
<i>Passed</i>				
Control				
Control Panel	1st Floor In Telephone Room	Visual & Functional, Passed	9:39:24 AM	09/12/2016
Disconnect	1st Floor In Telephone Room In FACP LVU4 Breaker 8/10	Visual & Functional, Passed	9:39:29 AM	09/12/2016
Indicating				
Indicating Device	1st Floor In Telephone Room Functional Test Of Alarm, Supervisory, Monitor, Trouble And Reset	Visual & Functional, Passed	9:39:27 AM	09/12/2016
Initiating				
Pull Station	1st Floor In Hall By Telephone Room	Visual & Functional, Passed	9:43:10 AM	09/12/2016
Smoke Detector	1st Floor In Hall By Room 1054	Visual & Functional, Passed	9:44:23 AM	09/12/2016

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Alarm				
Clean Agent System	1st Floor DCU Room			
Clean Agent System	1st Floor DCU Room By Players Club			
Clean Agent System	1st Floor DVR Room			
Clean Agent System	1st Floor Lombardi			
Clean Agent System	1st Floor Matrix Room			
Clean Agent System	1st Floor Telephone Room By Food Court			
Clean Agent System	1st Floor Data Room By Cage Room			
Clean Agent System	2nd Floor Electrical Room Security			
Clean Agent System	2nd Floor Observation Electrical Room			
Kitchen Hood	1st Floor Lombardi Kitchen Exit			
Auxiliary				
Elevator	1st Floor In Telephone Room In FACP			
Elevator	1st Floor In Telephone Room In FACP			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Releasing Device	1st Floor Southeast Main Gaming Floor Exit			
Roll Down Door	1st Floor Lombardi Entrance By ATM Operates By Smokes On Both Sides Of Door			
Control				
Annunciator	1st Floor Main Gaming Floor Exit By Fun Club Manager			
Battery	1st Floor East Boiler Room BPS Left Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-8Ah			
Battery	1st Floor East Boiler Room BPS Right Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-8Ah			
Battery	1st Floor In Electrical Room By West Restroom In BPS Left Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-10Ah			
Battery	1st Floor In Electrical Room By West Restroom In BPS Right Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-10Ah			
Battery	1st Floor In Telephone Room In FACP Left Battery 12V-35Ah			
Battery	1st Floor In Telephone Room In FACP Right Battery 12V-35Ah			
Battery	1st Floor In Telephone Room Left Of FACP In Communicator 12V-8Ah Sim. 30 Min. Discharge/Load Voltage Tests			
Communication Line	1st Floor In Telephone Room Left Of FACP Disconnect Test Line 1			
Communication Line	1st Floor In Telephone Room Left Of FACP Disconnect Test Line 2			
Communicator	1st Floor In Telephone Room Left Of FACP			
Handset	1st Floor In Telephone Room In FACP			
Power Supply	1st Floor East Boiler Room BPS Charger Test 120V/24V			
Power Supply	1st Floor In Electrical Room By West Restroom NAC 1 Charger 120V/24V			
Power Supply	1st Floor In Telephone Room; Communicator Charger 120V/12V			
Power Supply	1st Floor In Telephone Room; FACP Charger 120V/24V			
Indicating				
Horn/Strobe	1st Floor In Hall By Telephone Room 98 Total H/S Model #4903-9501			
Strobe	1st Floor In Hall By Food & Beverage Office Room 1068A Visual Test Entire Building			
Initiating				
Duct Detector	1st Floor In Main Gaming Floor Above Casino Bar 1 of 2			
Duct Detector	1st Floor In Main Gaming Floor Above Casino Bar 2 of 2			
Duct Detector	1st Floor In Telephone Room Right Of FACP 1 of			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Duct Detector	6 1st Floor In Telephone Room Right Of FACP 2 of 6			
Duct Detector	6 1st Floor In Telephone Room Right Of FACP 3 of 6			
Duct Detector	6 1st Floor In Telephone Room Right Of FACP 4 of 6			
Duct Detector	6 1st Floor In Telephone Room Right Of FACP 5 of 6			
Duct Detector	6 1st Floor In Telephone Room Right Of FACP 6 of 6			
Heat Detector	1st Floor Bar By High Stakes 1 of 2			
Heat Detector	1st Floor Bar By High Stakes 2 of 2			
Heat Detector	1st Floor Hall By High Stakes			
Heat Detector	1st Floor In East Boiler Room Above BPS			
Heat Detector	1st Floor In High Stakes Blackjack 1 of 3			
Heat Detector	1st Floor In High Stakes Blackjack 2 of 3			
Heat Detector	1st Floor In High Stakes Blackjack 3 of 3			
Heat Detector	1st Floor In High Stakes VIP 1 of 2			
Heat Detector	1st Floor In High Stakes VIP 2 of 2			
Heat Detector	1st Floor In Garage Old Grounds Keeper Shop 1 of 2			
Heat Detector	1st Floor In Garage Old Grounds Keeper Shop 2 of 2			
Heat Detector	1st Floor Main Gaming Floor Above High Stakes Area			
Heat Detector	1st Floor Main Gaming Floor Bar Area 1 of 2			
Heat Detector	1st Floor Main Gaming Floor Bar Area 2 of 2			
Heat Detector	1st Floor Main Gaming Floor By East End Of Cashier Booth			
Heat Detector	1st Floor Main Gaming Floor By East Entrance			
Heat Detector	1st Floor Main Gaming Floor By Employee Entrance			
Heat Detector	1st Floor Main Gaming Floor By Middle Of Cashier Booth			
Heat Detector	1st Floor Main Gaming Floor By Noodles Bar			
Heat Detector	1st Floor Main Gaming Floor By Restrooms			
Heat Detector	1st Floor Main Gaming Floor By Security Booth			
Heat Detector	1st Floor Main Gaming Floor By West End Of Cashier			
Heat Detector	1st Floor Main Gaming Floor East Of Far East Column			
Heat Detector	1st Floor Main Gaming Floor East Of Fun Club Booth			
Heat Detector	1st Floor Main Gaming Floor Gaming 19			
Heat Detector	1st Floor Main Gaming Floor Hall By Poker Room Cage			
Heat Detector	1st Floor Main Gaming Floor North Of 2nd Column From East			
Heat Detector	1st Floor Main Gaming Floor North Of 3rd			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Heat Detector	Column From East 1st Floor Main Gaming Floor North Of 4th			
Heat Detector	Column From East 1st Floor Main Gaming Floor North Of 5th			
Heat Detector	Column From East 1st Floor Main Gaming Floor North Of 7th			
Heat Detector	1st Floor Main Gaming Floor Poker Room 1 of 3			
Heat Detector	1st Floor Main Gaming Floor Poker Room 2 of 3			
Heat Detector	1st Floor Main Gaming Floor Poker Room 3 of 3			
Heat Detector	1st Floor Main Gaming Floor South Of 2nd Column From East			
Heat Detector	1st Floor Main Gaming Floor South Of 3rd Column From East			
Heat Detector	1st Floor Main Gaming Floor South Of 4th Column From East			
Heat Detector	1st Floor Main Gaming Floor South Of 5th Column From East			
Heat Detector	1st Floor Main Gaming Floor South Of 6th Column From East			
Heat Detector	1st Floor Main Gaming Floor South Of Column 1st From East			
Heat Detector	1st Floor Main Gaming Floor South Zone 1 of 12			
Heat Detector	1st Floor Main Gaming Floor South Zone 10 of 12			
Heat Detector	1st Floor Main Gaming Floor South Zone 11 of 12			
Heat Detector	1st Floor Main Gaming Floor South Zone 12 of 12			
Heat Detector	1st Floor Main Gaming Floor South Zone 2 of 12			
Heat Detector	1st Floor Main Gaming Floor South Zone 3 of 12			
Heat Detector	1st Floor Main Gaming Floor South Zone 4 of 12			
Heat Detector	1st Floor Main Gaming Floor South Zone 5 of 12			
Heat Detector	1st Floor Main Gaming Floor South Zone 6 of 12			
Heat Detector	1st Floor Main Gaming Floor South Zone 7 of 12			
Heat Detector	1st Floor Main Gaming Floor South Zone 8 of 12			
Heat Detector	1st Floor Main Gaming Floor South Zone 9 of 12			
Heat Detector	1st Floor Main Gaming Floor West Of Fun Club Booth			
Heat Detector	1st Floor Main Gaming Floor West Zone 1 of 10			
Heat Detector	1st Floor Main Gaming Floor West Zone 10 of 10			
Heat Detector	1st Floor Main Gaming Floor West Zone 2 of 10			
Heat Detector	1st Floor Main Gaming Floor West Zone 3 of 10			
Heat Detector	1st Floor Main Gaming Floor West Zone 4 of 10			
Heat Detector	1st Floor Main Gaming Floor West Zone 5 of 10			
Heat Detector	1st Floor Main Gaming Floor West Zone 6 of 10			
Heat Detector	1st Floor Main Gaming Floor West Zone 7 of 10			
Heat Detector	1st Floor Main Gaming Floor West Zone 8 of 10			
Heat Detector	1st Floor Main Gaming Floor West Zone 9 of 10			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Initiating Device	1st Floor In Telephone Room Right Of FACP 1 of 6			
Initiating Device	1st Floor In Telephone Room Right Of FACP 2 of 6			
Initiating Device	1st Floor In Telephone Room Right Of FACP 3 of 6			
Initiating Device	1st Floor In Telephone Room Right Of FACP 4 of 6			
Initiating Device	1st Floor In Telephone Room Right Of FACP 5 of 6			
Initiating Device	1st Floor In Telephone Room Right Of FACP 6 of 6			
Pull Station	1st Floor East Boiler Room In Electrical Room 1200 Exit			
Pull Station	1st Floor East Boiler Room 1201 Exit			
Pull Station	1st Floor Lombardi Kitchen Exit			
Pull Station	1st Floor Lombardi Restaraunt Exit			
Pull Station	1st Floor In Main Casino Entrance			
Pull Station	1st Floor In Main Casino Entrance			
Pull Station	1st Floor In Man Trap In Vault			
Pull Station	1st Floor In Garage In Guards Office			
Pull Station	1st Floor In Hall By Entrance To Garage 1 of 2			
Pull Station	1st Floor In Hall By Entrance To Garage 2 of 2			
Pull Station	1st Floor In Hall By Exit East Of Telephone Room			
Pull Station	1st Floor In Hall By Room 1085			
Pull Station	1st Floor Main Gaming Floor By High Stakes Emergency Exit			
Pull Station	1st Floor Main Gaming Floor By South Emergency Exit			
Pull Station	1st Floor East Gaming Floor Exit			
Pull Station	1st Floor Southeast Gaming Floor Exit			
Pull Station	2nd Floor Near Escalator			
Pull Station	2nd Floor In Hall By Doors To Garage			
Pull Station	2nd Floor In Hall By Elevator Lobby			
Smoke Detector	Penthouse In Garage Elevator Equipment Room			
Smoke Detector	A2 Stairway #3			
Smoke Detector	1st Floor Elevator Equipment Room By Security			
Smoke Detector	1st Floor Coin Vault 1 Room 1118			
Smoke Detector	1st Floor Office Behind Security Booth Room 1111			
Smoke Detector	1st Floor Behind Bar Stage Equipment Storage Room			
Smoke Detector	1st Floor Below Gaming Floor 15' South Of 5th Column From East In Blackjack Pit. Pull Tile East Of Table MB610.			
Smoke Detector	1st Floor Below Gaming Floor 15' South Of SE Gaming Table			
Smoke Detector	1st Floor Below Gaming Floor 2 Feet South Of Sports Bar Wall. Between Banks 122 And124.			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Smoke Detector	1st Floor Below Gaming Floor 3' East Of Corner Of Wall By Bar By Executive Hosts			
Smoke Detector	1st Floor Below Gaming Floor By ATM By Slot Room			
Smoke Detector	1st Floor Below Gaming Floor By Cashier 10' From Column			
Smoke Detector	1st Floor Below Gaming Floor By Employee Entrance 6' From Column			
Smoke Detector	1st Floor Below Gaming Floor By Security 6' From Column Toward Security Desk			
Smoke Detector	1st Floor Below Gaming Floor East Of Gaming Tables 15' From 2 Columns			
Smoke Detector	1st Floor Below Gaming Floor In Cashier Cage By Door On Card			
Smoke Detector	1st Floor Below Gaming Floor In High Stakes Poker 8' Northeast Of Column			
Smoke Detector	1st Floor Below Gaming Floor In Main Gaming Area 15' Southeast Of Entrance To Bar			
Smoke Detector	1st Floor Below Gaming Floor In Main Gaming Area 3' South Of Bank 32			
Smoke Detector	1st Floor Below Gaming Floor In Main Gaming Area 5' Southwest Of Bank 13			
Smoke Detector	1st Floor Below Gaming Floor In Main Gaming Area Under Wall .For Bar 25' Southwest Of Column By Snack Shop Take Out 1st Tile Then Slide Out Next Tile			
Smoke Detector	1st Floor Below Gaming Floor In Slot Room 8' From Wall By West Horn/Strobe			
Smoke Detector	1st Floor In Card Room			
Smoke Detector	1st Floor In Custodial Closet By Mall Room 1036			
Smoke Detector	1st Floor In Elevator Equipment Room By Mall Room 1040			
Smoke Detector	1st Floor In High Stakes Blackjack Room In Sprinkler Room			
Smoke Detector	1st Floor In Man Trap In Vault 1 of 3			
Smoke Detector	1st Floor In Man Trap In Vault 2 of 3			
Smoke Detector	1st Floor In Man Trap In Vault 3 of 3			
Smoke Detector	1st Floor In Matrix Room			
Smoke Detector	1st Floor In Mens Locker Room			
Smoke Detector	1st Floor In Mens Locker Room In Bathroom			
Smoke Detector	1st Floor In Mens Restroom By Mall Room 1038			
Smoke Detector	1st Floor In Room 1052 1 of 3			
Smoke Detector	1st Floor In Room 1052 2 of 3			
Smoke Detector	1st Floor In Room 1052 3 of 3			
Smoke Detector	1st Floor In Room 1066			
Smoke Detector	1st Floor In Room 1108			
Smoke Detector	1st Floor In Telephone Room 1056 FACP Room			
Smoke Detector	1st Floor In Telephone Room 1056 FACP Room In Room 1056A			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Smoke Detector	1st Floor In VIP Room In Cold Storage Room			
Smoke Detector	1st Floor In Womens Locker Room			
Smoke Detector	1st Floor In Womens Locker Room In Bathroom			
Smoke Detector	1st Floor In Womens Restroom By Mall Room 1037			
Smoke Detector	1st Floor In 1104 Token Corridor 2 of 3			
Smoke Detector	1st Floor In Coffee Supply Room 1046. By Employee Entrance			
Smoke Detector	1st Floor In Custodial Room 1062 By Entrance To Gaming Floor			
Smoke Detector	1st Floor In DCU Room By West Restrooms/Players Club			
Smoke Detector	1st Floor In Electrical Room Behind Security			
Smoke Detector	1st Floor In Electrical Room By West Restrooms			
Smoke Detector	1st Floor In Garage Elevator Lobby			
Smoke Detector	1st Floor In Garage In Guards Office Closet			
Smoke Detector	1st Floor In Garage Room 3004 Electrician Storage			
Smoke Detector	1st Floor In Garage Room 3007 Paint Shop			
Smoke Detector	1st Floor In Hall By Coffee Room			
Smoke Detector	1st Floor In Hall By Doors To Casino Lobby			
Smoke Detector	1st Floor In Hall By Doors To Hotel			
Smoke Detector	1st Floor In Hall By Elevator Lobby By Security			
Smoke Detector	1st Floor In Hall By Exit East Of Telephone Room			
Smoke Detector	1st Floor In Hall By Key Boxes			
Smoke Detector	1st Floor In Hall By Room 1052			
Smoke Detector	1st Floor In Hall By Room 1058A			
Smoke Detector	1st Floor In Hall By Room 1059			
Smoke Detector	1st Floor In Hall By Room 1066			
Smoke Detector	1st Floor In Hall By Room 1068			
Smoke Detector	1st Floor In Hall By Room 1082			
Smoke Detector	1st Floor In Hall By Room 1084			
Smoke Detector	1st Floor In Hall By Room 1112			
Smoke Detector	1st Floor In Hall By Security Desk			
Smoke Detector	1st Floor In Hall By Telephone Room			
Smoke Detector	1st Floor In Kitchen Across From 1066B			
Smoke Detector	1st Floor In Lombardi Kitchen IDF Room 1220			
Smoke Detector	1st Floor In Main Gaming Area East Mens Restroom Unable To Locate			
Smoke Detector	1st Floor In Main Gaming Floor East Custodial Closet			
Smoke Detector	1st Floor In Main Gaming Floor East Men's Restroom			
Smoke Detector	1st Floor In Main Gaming Floor East Womens Restroom			
Smoke Detector	1st Floor In Man Trap Behind Security 1 of 3			
Smoke Detector	1st Floor In Man Trap Behind Security 2 of 3			
Smoke Detector	1st Floor In Man Trap Behind Security 3 of 3			
Smoke Detector	1st Floor In Office Room 1108			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Smoke Detector	1st Floor In Snack Shop Kitchen			
Smoke Detector	1st Floor In Soft Count Room 1119			
Smoke Detector	1st Floor In Room 1113			
Smoke Detector	1st Floor In Room 1129			
Smoke Detector	1st Floor Main Gaming In West Custodial Closet In Mens Restroom			
Smoke Detector	1st Floor Main Gaming In West Mens Restroom 1 of 2			
Smoke Detector	1st Floor Main Gaming In West Mens Restroom 2 of 2			
Smoke Detector	1st Floor Main Gaming In West Womens Restroom			
Smoke Detector	1st Floor Above Ceiling Room 1066A			
Smoke Detector	2nd Floor In Mens Restroom			
Smoke Detector	2nd Floor In Room 2020			
Smoke Detector	2nd Floor In Room 2024 1 of 2			
Smoke Detector	2nd Floor In Room 2024 2 of 2			
Smoke Detector	2nd Floor In Room 2027			
Smoke Detector	2nd Floor In Room 2031 1 of 2			
Smoke Detector	2nd Floor In Room 2031 2 of 2			
Smoke Detector	2nd Floor In Room 2040 1 of 2			
Smoke Detector	2nd Floor In Room 2040 2 of 2			
Smoke Detector	2nd Floor In Room 2041			
Smoke Detector	2nd Floor In Room 2046A			
Smoke Detector	2nd Floor In Room 2055 1 of 6			
Smoke Detector	2nd Floor In Room 2055 2 of 6			
Smoke Detector	2nd Floor In Room 2055 3 of 6			
Smoke Detector	2nd Floor In Room 2055 4 of 6			
Smoke Detector	2nd Floor In Room 2055 5 of 6			
Smoke Detector	2nd Floor In Room 2055 6 of 6			
Smoke Detector	2nd Floor In Room 2057 1 of 2			
Smoke Detector	2nd Floor In Room 2058 1 of 2			
Smoke Detector	2nd Floor In Room 2058 2 of 2			
Smoke Detector	2nd Floor In Stairwell East Of FACP Room 1 of 2			
Smoke Detector	2nd Floor In Stairwell East Of FACP Room 2 of 2			
Smoke Detector	2nd Floor In West Reception Above Ceiling By Elevator			
Smoke Detector	2nd Floor In Womens Restroom			
Smoke Detector	2nd Floor In Accounting Office Area 1 of 3			
Smoke Detector	2nd Floor In Accounting Office Area 2 of 3			
Smoke Detector	2nd Floor In Accounting Office Area 3 of 3			
Smoke Detector	2nd Floor In File Room 2046			
Smoke Detector	2nd Floor In Garage Elevator Lobby			
Smoke Detector	2nd Floor In Hall By Entrance To Surveillance			
Smoke Detector	2nd Floor In Hall By Room 2012			
Smoke Detector	2nd Floor In Hall By Room 2014			
Smoke Detector	2nd Floor In Hall By Room 2024			
Smoke Detector	2nd Floor In Hall By Room 2040			
Smoke Detector	2nd Floor In Hall By Room 2046			
Smoke Detector	2nd Floor In Hall By Room 2047			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Smoke Detector	2nd Floor In Hall By Room 2049			
Smoke Detector	2nd Floor In Hall By Room 2050			
Smoke Detector	2nd Floor In Hall By Room 2054			
Smoke Detector	2nd Floor In Hall By Room 2061			
Smoke Detector	2nd Floor In Hall By Room 2065			
Smoke Detector	2nd Floor In Hall By Room 2080			
Smoke Detector	2nd Floor In Hall By Room 2084			
Smoke Detector	2nd Floor In Office Area By Restrooms			
Smoke Detector	2nd Floor In Office Area By Room 2029			
Smoke Detector	2nd Floor In Office Area By Room 2067			
Smoke Detector	2nd Floor In Office Area By Room 2070			
Smoke Detector	2nd Floor In Office Area By Security Admin Office			
Smoke Detector	2nd Floor In Ovations Office 2101 Above Ceiling 1 of 3			
Smoke Detector	2nd Floor In Ovations Office 2101 Above Ceiling 2 of 3			
Smoke Detector	2nd Floor In Ovations Office 2101 Above Ceiling 3 of 3			
Smoke Detector	2nd Floor In Stairwell By Elevator Lobby			
Smoke Detector	2nd Floor Room 2024 In Chase; Access Panel Near Floor			
Smoke Detector	2nd Floor West Chase Near Accounting Restrooms Access Not Located			
Smoke Detector	3rd Floor In Garage Elevator Lobby			
Smoke Detector	4th Floor In Garage Elevator Lobby			
Smoke Detector	5th Floor In Garage Elevator Lobby			
Smoke Detector	6th Floor In Garage Elevator Lobby			
Waterflow Switch	1st Floor Sprinkler Closet In High Stakes Blackjack Room; Total 2 Waterflows			
Monitor				
Monitoring	Alarm Restoration			
Monitoring	Alarm Signal			
Monitoring	Supervisory Restoration			
Monitoring	Supervisory Signal			
Monitoring	Trouble Restoration			
Monitoring	Trouble Signal			
Supervisory				
Tamper Switch	1st Floor Sprinkler Closet In High Stakes Blackjack Room			

Service Summary

Generated by: BuildingReports.com

Building: Oneida Casino		
<i>The Service Summary section provides an overview of the services performed in this report.</i>		
Device Type	Service	Quantity
<i>Passed</i>		
Control Panel	Visual & Functional, Passed	1
Disconnect	Visual & Functional, Passed	1
Indicating Device	Visual & Functional, Passed	1
Pull Station	Visual & Functional, Passed	1
Smoke Detector	Visual & Functional, Passed	1
Total		5
<i>Untested</i>		
Annunciator		1
Battery		7
Clean Agent System		9
Communication Line		2
Communicator		1
Duct Detector		8
Elevator		2
Handset		1
Heat Detector		63
Horn/Strobe		1
Initiating Device		6
Kitchen Hood		1
Monitoring		6
Power Supply		4
Pull Station		19
Releasing Device		1
Roll Down Door		1
Smoke Detector		147
Strobe		1
Tamper Switch		1
Waterflow Switch		1
Total		283

Auxiliary Functions Testing

Generated by: BuildingReports.com

Building: Oneida Casino		Control Panel: 1 - SimplexGrinnell 4100		
<p><i>The Auxiliary Functions Testing section lists each of the ancillary items, systems, and emergency equipment that are controlled by the system control unit. Items are grouped by Passed or Failed/Other. The items are listed by device type, and a check box is provided to indicate if the test conducted was simulated.</i></p>				
Type	Location	Comment	ScanID	Simulated
Untested				
Elevator				
Recall Primary	1st Floor In Telephone Room In FACP		19315687	<input type="checkbox"/>
Recall Alternate	1st Floor In Telephone Room In FACP		19315688	<input type="checkbox"/>
Releasing Device				
Door Holder	1st Floor Southeast Main Gaming Floor Exit		31992010	<input type="checkbox"/>
Roll Down Door				
	1st Floor Lombardi Entrance By ATM Operates By Smokes On Both Sides Of Door		31992012	<input type="checkbox"/>
Heat Detector				
2.5	1st Floor In East Boiler Room Above BPS		19315672	<input type="checkbox"/>
Smoke Detector				
Elevator Recall	Penthouse In Garage Elevator Equipment Room		19315680	<input type="checkbox"/>
Elevator Recall	1st Floor In Garage Elevator Lobby		34223078	<input type="checkbox"/>
Elevator Recall	2nd Floor In Garage Elevator Lobby		19315675	<input type="checkbox"/>
Elevator Recall	3rd Floor In Garage Elevator Lobby		36670781	<input type="checkbox"/>
Elevator Recall	4th Floor In Garage Elevator Lobby		19315677	<input type="checkbox"/>
Elevator Recall	5th Floor In Garage Elevator Lobby		19315678	<input type="checkbox"/>
Elevator Recall	6th Floor In Garage Elevator Lobby		19315679	<input type="checkbox"/>

Smoke Management Testing

Generated by: *BuildingReports.com*

Building: Oneida Casino		Control Panel: 1 - SimplexGrinnell 4100		
<i>The Smoke Management Testing section details the test and inspection of device items that are involved in controlling the spread of smoke in a building. Items are grouped by Passed or Failed/Other.</i>				
Location	Description	Comment	ScanID	Simulated
<i>Untested</i>				
Releasing Device				
1st Floor Southeast Main Gaming Floor Exit	Door Holder		31992010	<input type="checkbox"/>

Inventory & Warranty Report

Generated by: *BuildingReports.com*

Building: Oneida Casino	Control Panel: 1 - SimplexGrinnell 4100
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The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.

Device or Item	Category	% of Inventory	Quantity
Smoke Detector	Initiating	51.39%	148
Pull Station	Initiating	6.94%	20
Heat Detector	Initiating	21.88%	63
Power Supply	Control	1.39%	4
Battery	Control	2.43%	7
Annunciator	Control	0.35%	1
Elevator	Auxiliary	0.69%	2
Handset	Control	0.35%	1
Duct Detector	Initiating	2.78%	8
Monitoring	Monitor	2.08%	6
Strobe	Indicating	0.35%	1
Kitchen Hood	Alarm	0.35%	1
Releasing Device	Auxiliary	0.35%	1
Roll Down Door	Auxiliary	0.35%	1
Clean Agent System	Alarm	3.12%	9
Communicator	Control	0.35%	1
Horn/Strobe	Indicating	0.35%	1
Initiating Device	Initiating	2.08%	6
Communication Line	Control	0.69%	2
Waterflow Switch	Initiating	0.35%	1
Tamper Switch	Supervisory	0.35%	1
Control Panel	Control	0.35%	1
Indicating Device	Indicating	0.35%	1
Disconnect	Control	0.35%	1

Type	Qty	Model #	Description	Install Date
<i>New (under 90 days)</i>				
Duracell				
Battery	2	12-10	Sealed Lead Acid	07/13/2016
SimplexGrinnell				
Smoke Detector	1	4098-9717	Ionization	07/13/2016
<i>In Service - 90 Days - 1 Year</i>				
Duracell				
Battery	2	12-35	Sealed Lead Acid	11/20/2015
Battery	1	12-8	Sealed Lead Acid	11/20/2015
<i>In Service - 1 Year to 2 Years</i>				
Duracell				

Battery	2	12-8	Sealed Lead Acid	08/03/2015
<i>In Service - 2 Years to 3 Years</i>				
SimplexGrinnell				
Smoke Detector	1	4098-9716	Ionization	07/03/2014
Ansul				
Kitchen Hood	1		Wet	05/01/2014
SimplexGrinnell				
Power Supply	1			05/01/2014
Pull Station	1		Single Action	05/01/2014
Pull Station	6	4099-9001	Single Action	05/01/2014
Releasing Device	1		Door Holder	04/01/2014
Roll Down Door	1			04/01/2014
Smoke Detector	2	4098-9714	Photoelectric	04/01/2014
<i>In Service - 3 Years to 5 Years</i>				
Clean Agent System	5		FM 200	07/06/2012
Amerex				
Clean Agent System	3	SR-X	FM 200	07/06/2012
SimplexGrinnell				
Smoke Detector	1	4098-9714	Photoelectric	07/02/2012
<i>In Service - 5 Years to 10 Years</i>				
Clean Agent System	1		FM 200	12/22/2010
Communication Line	2			12/22/2010
Monitoring	1		Alarm Restoration	12/22/2010
Monitoring	1		Alarm Signal	12/22/2010
Monitoring	1		Supervisory Restoration	12/22/2010
Monitoring	1		Supervisory Signal	12/22/2010
Monitoring	1		Trouble Restoration	12/22/2010
Monitoring	1		Trouble Signal	12/22/2010
First Alert				
Communicator	1	FA2000C	Digital Communicator	12/22/2010
<i>In Service - 15 Years to 25 Years</i>				
First Alert				
Power Supply	1	FA2000C		06/04/1993
Potter Electric				
Tamper Switch	1	OSYSU-1		06/04/1993
Waterflow Switch	1			06/04/1993
SimplexGrinnell				
Annunciator	1		LCD Display	06/04/1993
Control Panel	1	4100		06/04/1993
Disconnect	1	4100	Breaker	06/04/1993
Duct Detector	8	4098-9716	Photoelectric	06/04/1993
Elevator	1		Recall Alternate	06/04/1993
Elevator	1		Recall Primary	06/04/1993
Handset	1			06/04/1993
Heat Detector	53	4098-9731	Rate-of-Rise	06/04/1993

Heat Detector	10	4098-9733	Rate-of-Rise	06/04/1993
Horn/Strobe	1	4903-9501		06/04/1993
Indicating Device	1	4100	LED	06/04/1993
Initiating Device	1	4098-9716	Key Switch Test	06/04/1993
Initiating Device	3	4098-9716	Key Test Switch	06/04/1993
Initiating Device	1	4098-9716	Visual & functional, Passed	06/04/1993
Initiating Device	1	4098-9716	Visual & funtional, Passed	06/04/1993
Power Supply	1	4009		06/04/1993
Power Supply	1	4100		06/04/1993
Pull Station	13	2099-9795	Single Action	06/04/1993
Smoke Detector	116	4098-9701	Photoelectric	06/04/1993
Smoke Detector	6	4098-9714	Photoelectric	06/04/1993
Smoke Detector	21	4098-9716	Ionization	06/04/1993
Strobe	1	4904-9105		06/04/1993

Zone Address Report

Generated by: *BuildingReports.com*

Building: Oneida Casino	Control Panel: 1 - SimplexGrinnell 4100
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The Zone Address Report lists all of the devices and items that have an individual address, or are grouped together under a common zone. The device type, location, and description are included for your reference.

Address	Device Type	Location	Type	ScanID
Zone/Circuit: 1				
068	Clean Agent System	1st Floor DVR Room	FM 200	36670812
071	Clean Agent System	2nd Floor Observation Electrical Room	FM 200	36670811
Zone/Circuit: 3				
084	Clean Agent System	1st Floor DCU Room	FM 200	36670814
087	Clean Agent System	1st Floor Data Room By Cage Room	FM 200	36670815
090	Clean Agent System	1st Floor DCU Room By Players Club	FM 200	36670816
093	Clean Agent System	1st Floor Matrix Room	FM 200	36670809
Zone/Circuit: 4				
015	Clean Agent System	1st Floor Lombardi	FM 200	36670817
018	Clean Agent System	1st Floor Telephone Room By Food Court	FM 200	36670818
021	Clean Agent System	2nd Floor Electrical Room Security	FM 200	36670813
Zone/Circuit: Aux 23				
	Elevator	1st Floor In Telephone Room In FACP	Recall Primary	19315687
Zone/Circuit: Aux 24				
	Elevator	1st Floor In Telephone Room In FACP	Recall Alternate	19315688
Zone/Circuit: M1				
001	Pull Station	2nd Floor In Hall By Doors To Garage	Single Action	19315597
002	Smoke Detector	2nd Floor In Ovations Office 2101 Above Ceiling 1 of 3	Photoelectric	19315598
003	Smoke Detector	2nd Floor In Ovations Office 2101 Above Ceiling 2 of 3	Photoelectric	19315599
004	Smoke Detector	2nd Floor In Ovations Office 2101 Above Ceiling 3 of 3	Photoelectric	19315600
005	Smoke Detector	2nd Floor In File Room 2046	Photoelectric	19315596
006	Smoke Detector	2nd Floor In Room 2046A	Photoelectric	19315595
007	Smoke Detector	2nd Floor In Hall By Room 2046	Photoelectric	19315594
008	Smoke Detector	2nd Floor In Hall By Room 2049	Photoelectric	19315585
009	Smoke Detector	2nd Floor In Hall By Entrance To Surveillance	Photoelectric	19315584
010	Smoke Detector	2nd Floor In Hall By Room 2047	Photoelectric	19315541
011	Smoke Detector	2nd Floor In West Reception Above Ceiling By Elevator	Photoelectric	19315577
012	Smoke Detector	2nd Floor In Hall By Room 2061	Photoelectric	19315542
013	Smoke Detector	2nd Floor In Hall By Room 2054	Photoelectric	19315543
014	Smoke Detector	2nd Floor In Room 2055 6 of 6	Photoelectric	19315556
015	Smoke Detector	2nd Floor In Room 2055 5 of 6	Photoelectric	19315555

016	Smoke Detector	2nd Floor In Room 2055 4 of 6	Photoelectric	19315554
017	Smoke Detector	2nd Floor In Room 2055 1 of 6	Photoelectric	19315551
018	Smoke Detector	2nd Floor In Room 2055 2 of 6	Photoelectric	19315552
019	Smoke Detector	2nd Floor In Room 2055 3 of 6	Photoelectric	19315553
022	Smoke Detector	2nd Floor In Room 2057 1 of 2	Photoelectric	19315547
023	Smoke Detector	2nd Floor In Room 2058 1 of 2	Photoelectric	19315545
024	Smoke Detector	2nd Floor In Room 2058 2 of 2	Photoelectric	19315546
025	Smoke Detector	2nd Floor In Hall By Room 2065	Photoelectric	19315544
027	Smoke Detector	2nd Floor In Office Area By Room 2067	Photoelectric	19315557
028	Smoke Detector	2nd Floor In Office Area By Security Admin Office	Photoelectric	19315559
029	Heat Detector	1st Floor In East Boiler Room Above BPS	Rate-of-Rise	19315672
033	Smoke Detector	2nd Floor In Room 2041	Photoelectric	19315587
033	Smoke Detector	2nd Floor In Hall By Room 2050	Photoelectric	19315586
034	Smoke Detector	2nd Floor In Hall By Room 2040	Photoelectric	19315590
035	Smoke Detector	2nd Floor In Room 2040 2 of 2	Photoelectric	19315589
036	Smoke Detector	2nd Floor In Room 2040 1 of 2	Photoelectric	19315588
037	Smoke Detector	2nd Floor In Stairwell East Of FACP Room 1 of 2	Photoelectric	19315591
038	Smoke Detector	2nd Floor In Stairwell East Of FACP Room 2 of 2	Photoelectric	19315592
039	Smoke Detector	2nd Floor In Room 2031 2 of 2	Photoelectric	19315564
040	Smoke Detector	2nd Floor In Room 2031 1 of 2	Photoelectric	19315563
042	Smoke Detector	2nd Floor In Mens Restroom	Photoelectric	19315561
043	Smoke Detector	2nd Floor In Womens Restroom	Photoelectric	19315562
044	Smoke Detector	2nd Floor In Office Area By Room 2070	Photoelectric	19315558
045	Smoke Detector	2nd Floor In Office Area By Restrooms	Photoelectric	19315560
046	Smoke Detector	2nd Floor In Office Area By Room 2029	Photoelectric	19315565
047	Smoke Detector	2nd Floor In Room 2027	Photoelectric	19315566
048	Smoke Detector	2nd Floor In Hall By Room 2080	Photoelectric	19315567
049	Smoke Detector	2nd Floor In Accounting Office Area 3 of 3	Photoelectric	19315583
050	Smoke Detector	2nd Floor In Hall By Room 2084	Photoelectric	19315568
051	Smoke Detector	2nd Floor In Accounting Office Area 2 of 3	Photoelectric	19315582
052	Smoke Detector	2nd Floor In Accounting Office Area 1 of 3	Photoelectric	19315581
053	Smoke Detector	2nd Floor In Hall By Room 2024	Photoelectric	19315569
054	Smoke Detector	2nd Floor In Room 2024 1 of 2	Photoelectric	19315578
055	Smoke Detector	2nd Floor In Room 2024 2 of 2	Photoelectric	19315579
056	Smoke Detector	2nd Floor In Hall By Room 2014	Photoelectric	19315570
057	Smoke Detector	2nd Floor In Hall By Room 2012	Photoelectric	19315580
060	Smoke Detector	2nd Floor In Stairwell By Elevator Lobby	Photoelectric	19315572
061	Pull Station	2nd Floor In Hall By Elevator Lobby	Single Action	19315571
063	Smoke Detector	2nd Floor In Room 2020	Photoelectric	19315573
064	Smoke Detector	A2 Stairway #3	Photoelectric	34223089
065	Duct Detector	1st Floor In Telephone Room Right Of FACP 4 of 6	Photoelectric	19315435
065	Initiating Device	1st Floor In Telephone Room Right Of FACP 4 of 6	Key Test Switch	19315441
066	Duct Detector	1st Floor In Telephone Room Right Of FACP 5 of 6	Photoelectric	19315436
066	Initiating Device	1st Floor In Telephone Room Right Of	Key Test Switch	19315442

		FACP 5 of 6		
084	Smoke Detector	1st Floor In Garage Room 3004	Photoelectric	19315681
		Electrician Storage		
085	Heat Detector	1st Floor In Garage Old Grounds Keeper Shop 1 of 2	Rate-of-Rise	19315683
086	Heat Detector	1st Floor In Garage Old Grounds Keeper Shop 2 of 2	Rate-of-Rise	19315684
087	Smoke Detector	1st Floor In Garage Room 3007 Paint Shop	Photoelectric	19315682
088	Smoke Detector	1st Floor In Garage In Guards Office Closet	Photoelectric	19315686
089	Pull Station	1st Floor In Garage In Guards Office	Single Action	19315685
32	Pull Station	2nd Floor Near Escalator	Single Action	34223084
Zone/Circuit: M2				
002	Heat Detector	1st Floor Main Gaming Floor By East Entrance	Rate-of-Rise	19315484
004	Heat Detector	1st Floor Main Gaming Floor East Of Fun Club Booth	Rate-of-Rise	19315483
006	Smoke Detector	1st Floor Below Gaming Floor By Security 6' From Column Toward Security Desk	Ionization	19315446
007	Smoke Detector	1st Floor Below Gaming Floor By Cashier 10' From Column	Ionization	19315445
008	Smoke Detector	1st Floor Below Gaming Floor By Employee Entrance 6' From Column	Ionization	19315444
009	Smoke Detector	1st Floor Below Gaming Floor East Of Gaming Tables 15' From 2 Columns	Ionization	19315447
010	Smoke Detector	1st Floor Below Gaming Floor 15' South Of 5th Column From East In Blackjack Pit. Pull Tile East Of Table MB610.	Ionization	34223080
011	Smoke Detector	1st Floor Below Gaming Floor In Main Gaming Area Under Wall .For Bar 25' Southwest Of Column By Snack Shop Take Out 1st Tile Then Slide Out Next Tile	Ionization	34223082
012	Smoke Detector	1st Floor Below Gaming Floor 2 Feet South Of Sports Bar Wall. Between Banks 122 And124.	Ionization	19315448
013	Smoke Detector	1st Floor Below Gaming Floor 15' South Of SE Gaming Table	Ionization	19315451
014	Smoke Detector	1st Floor Below Gaming Floor By ATM By Slot Room	Ionization	19315453
015	Smoke Detector	1st Floor Below Gaming Floor In Main Gaming Area 3' South Of Bank 32	Ionization	19315456
016	Smoke Detector	1st Floor Below Gaming Floor In Main Gaming Area 15' Southeast Of Entrance To Bar	Ionization	34223079
017	Smoke Detector	1st Floor Below Gaming Floor In High Stakes Poker 8' Northeast Of Column	Ionization	19315449
018	Smoke Detector	1st Floor Below Gaming Floor 3' East Of Corner Of Wall By Bar By Executive Hosts	Ionization	19315450
019	Smoke Detector	1st Floor Below Gaming Floor In Cashier Cage By Door On Card	Ionization	36670819
020	Smoke Detector	1st Floor Below Gaming Floor In Slot	Ionization	19315455

		Room 8' From Wall By West Horn/Strobe		
021	Smoke Detector	1st Floor Below Gaming Floor In Main Gaming Area 5' Southwest Of Bank 13	Ionization	19315457
022	Duct Detector	1st Floor In Telephone Room Right Of FACP 1 of 6	Photoelectric	19315432
022	Initiating Device	1st Floor In Telephone Room Right Of FACP 1 of 6	Key Switch Test	19315438
023	Duct Detector	1st Floor In Telephone Room Right Of FACP 2 of 6	Photoelectric	19315433
023	Initiating Device	1st Floor In Telephone Room Right Of FACP 2 of 6	Visual & funtional, Passed	19315439
024, 025	Waterflow Switch	1st Floor Sprinkler Closet In High Stakes Blackjack Room; Total 2 Waterflows		17448066
026	Tamper Switch	1st Floor Sprinkler Closet In High Stakes Blackjack Room		17448069
028	Heat Detector	1st Floor Main Gaming Floor Poker Room 3 of 3	Rate-of-Rise	19315607
029	Heat Detector	1st Floor Main Gaming Floor Poker Room 2 of 3	Rate-of-Rise	19315606
030	Heat Detector	1st Floor Main Gaming Floor Poker Room 1 of 3	Rate-of-Rise	19315605
031	Smoke Detector	1st Floor In VIP Room In Cold Storage Room	Photoelectric	19315616
032	Heat Detector	1st Floor In High Stakes VIP 2 of 2	Rate-of-Rise	19315615
033	Heat Detector	1st Floor In High Stakes VIP 1 of 2	Rate-of-Rise	19315614
034	Heat Detector	1st Floor In High Stakes Blackjack 2 of 3	Rate-of-Rise	19315618
035	Heat Detector	1st Floor In High Stakes Blackjack 3 of 3	Rate-of-Rise	19315619
036	Heat Detector	1st Floor In High Stakes Blackjack 1 of 3	Rate-of-Rise	19315617
037	Duct Detector	1st Floor In Main Gaming Floor Above Casino Bar 1 of 2	Photoelectric	19315820
038	Duct Detector	1st Floor In Main Gaming Floor Above Casino Bar 2 of 2	Photoelectric	19315836
042	Smoke Detector	1st Floor In Main Gaming Area East Mens Restroom Unable To Locate	Photoelectric	34223086
056	Heat Detector	1st Floor Main Gaming Floor West Zone 4 of 10	Rate-of-Rise	19315502
057	Heat Detector	1st Floor Main Gaming Floor West Zone 5 of 10	Rate-of-Rise	19315503
058	Heat Detector	1st Floor Main Gaming Floor Bar Area 1 of 2	Rate-of-Rise	19315509
059	Heat Detector	1st Floor Main Gaming Floor West Zone 3 of 10	Rate-of-Rise	19315501
060	Heat Detector	1st Floor Main Gaming Floor West Zone 6 of 10	Rate-of-Rise	19315504
061	Heat Detector	1st Floor Main Gaming Floor West Zone 10 of 10	Rate-of-Rise	19315508
062	Heat Detector	1st Floor Main Gaming Floor Bar Area 2 of 2	Rate-of-Rise	19315510
063	Heat Detector	1st Floor Main Gaming Floor West Zone 7 of 10	Rate-of-Rise	19315505
064	Heat Detector	1st Floor Main Gaming Floor West Zone 1 of 10	Rate-of-Rise	19315499
065	Heat Detector	1st Floor Main Gaming Floor West Zone	Rate-of-Rise	19315500

		2 of 10		
066	Heat Detector	1st Floor Main Gaming Floor West Zone	Rate-of-Rise	19315507
		9 of 10		
067	Heat Detector	1st Floor Main Gaming Floor West Zone	Rate-of-Rise	19315506
		8 of 10		
068	Heat Detector	1st Floor Main Gaming Floor North Of	Rate-of-Rise	19315471
		7th Column From East		
069	Heat Detector	1st Floor Bar By High Stakes 1 of 2	Rate-of-Rise	19315610
070	Heat Detector	1st Floor Main Gaming Floor By Noodles	Rate-of-Rise	19315460
		Bar		
071	Heat Detector	1st Floor Main Gaming Floor South Of	Rate-of-Rise	19315472
		6th Column From East		
072	Heat Detector	1st Floor Main Gaming Floor South Zone	Rate-of-Rise	19315493
		7 of 12		
073	Heat Detector	1st Floor Main Gaming Floor South Zone	Rate-of-Rise	19315494
		8 of 12		
074	Heat Detector	1st Floor Main Gaming Floor Gaming 19	Rate-of-Rise	19315576
075	Heat Detector	1st Floor Bar By High Stakes 2 of 2	Rate-of-Rise	19315611
076	Heat Detector	1st Floor Main Gaming Floor By	Rate-of-Rise	19315461
		Employee Entrance		
077	Heat Detector	1st Floor Main Gaming Floor By West End	Rate-of-Rise	19315462
		Of Cashier		
078	Heat Detector	1st Floor Main Gaming Floor North Of	Rate-of-Rise	19315470
		5th Column From East		
079	Heat Detector	1st Floor Main Gaming Floor South Of	Rate-of-Rise	19315473
		5th Column From East		
080	Heat Detector	1st Floor Main Gaming Floor South Zone	Rate-of-Rise	19315492
		6 of 12		
081	Heat Detector	1st Floor Main Gaming Floor South Zone	Rate-of-Rise	19315495
		9 of 12		
082	Heat Detector	1st Floor Hall By High Stakes	Rate-of-Rise	19315612
083	Heat Detector	1st Floor Main Gaming Floor By	Rate-of-Rise	19315485
		Restrooms		
084	Heat Detector	1st Floor Main Gaming Floor North Of	Rate-of-Rise	19315469
		4th Column From East		
085	Heat Detector	1st Floor Main Gaming Floor South Of	Rate-of-Rise	19315474
		4th Column From East		
086	Heat Detector	1st Floor Main Gaming Floor South Zone	Rate-of-Rise	19315491
		5 of 12		
087	Heat Detector	1st Floor Main Gaming Floor South Zone	Rate-of-Rise	19315496
		10 of 12		
090	Heat Detector	1st Floor Main Gaming Floor West Of Fun	Rate-of-Rise	19315482
		Club Booth		
091	Heat Detector	1st Floor Main Gaming Floor North Of	Rate-of-Rise	19315468
		3rd Column From East		
092	Heat Detector	1st Floor Main Gaming Floor South Of	Rate-of-Rise	19315475
		3rd Column From East		
093	Heat Detector	1st Floor Main Gaming Floor South Zone	Rate-of-Rise	19315490
		4 of 12		
094	Heat Detector	1st Floor Main Gaming Floor South Zone	Rate-of-Rise	19315497
		11 of 12		
097	Heat Detector	1st Floor Main Gaming Floor By Security	Rate-of-Rise	19315465
		Booth		

098	Heat Detector	1st Floor Main Gaming Floor North Of 2nd Column From East	Rate-of-Rise	19315467
099	Heat Detector	1st Floor Main Gaming Floor South Of 2nd Column From East	Rate-of-Rise	19315481
100	Heat Detector	1st Floor Main Gaming Floor South Zone 3 of 12	Rate-of-Rise	19315489
101	Heat Detector	1st Floor Main Gaming Floor South Zone 12 of 12	Rate-of-Rise	19315498
102	Heat Detector	1st Floor Main Gaming Floor Hall By Poker Room Cage	Rate-of-Rise	19315608
104	Heat Detector	1st Floor Main Gaming Floor East Of Far East Column	Rate-of-Rise	19315466
105	Heat Detector	1st Floor Main Gaming Floor South Of Column 1st From East	Rate-of-Rise	19315575
106	Heat Detector	1st Floor Main Gaming Floor South Zone 2 of 12	Rate-of-Rise	19315488
107	Heat Detector	1st Floor Main Gaming Floor South Zone 1 of 12	Rate-of-Rise	19315487
108	Heat Detector	1st Floor Main Gaming Floor Above High Stakes Area	Rate-of-Rise	19315486
111	Heat Detector	1st Floor Main Gaming Floor By Middle Of Cashier Booth	Rate-of-Rise	19315463
112	Heat Detector	1st Floor Main Gaming Floor By East End Of Cashier Booth	Rate-of-Rise	19315464
117	Smoke Detector	1st Floor In Main Gaming Floor East Men's Restroom	Photoelectric	31992011
118	Smoke Detector	1st Floor In Main Gaming Floor East Custodial Closet	Photoelectric	19315623
119	Smoke Detector	1st Floor In Main Gaming Floor East Womens Restroom	Photoelectric	19315622
120	Smoke Detector	1st Floor In High Stakes Blackjack Room In Sprinkler Room	Photoelectric	19315620
121	Pull Station	1st Floor Main Gaming Floor By High Stakes Emergency Exit	Single Action	19315613
122	Pull Station	1st Floor Main Gaming Floor By South Emergency Exit	Single Action	19315609
Zone/Circuit: M3				
001	Pull Station	1st Floor In Main Casino Entrance	Single Action	19315659
002	Pull Station	1st Floor In Main Casino Entrance	Single Action	19315658
003	Smoke Detector	1st Floor Main Gaming In West Womens Restroom	Photoelectric	19315604
004	Smoke Detector	1st Floor Main Gaming In West Mens Restroom 2 of 2	Photoelectric	19315602
005	Smoke Detector	1st Floor Main Gaming In West Custodial Closet In Mens Restroom	Photoelectric	34223083
006	Smoke Detector	1st Floor Main Gaming In West Mens Restroom 1 of 2	Photoelectric	19315601
007	Duct Detector	1st Floor In Telephone Room Right Of FACP 6 of 6	Photoelectric	19315437
007	Initiating Device	1st Floor In Telephone Room Right Of FACP 6 of 6	Key Test Switch	19315443
008	Duct Detector	1st Floor In Telephone Room Right Of	Photoelectric	19315434

		FACP 3 of 6		
008	Initiating Device	1st Floor In Telephone Room Right Of	Visual & functional,	19315440
		FACP 3 of 6	Passed	
009	Smoke Detector	1st Floor In Hall By Elevator Lobby By	Photoelectric	19315637
		Security		
010	Pull Station	1st Floor In Man Trap In Vault	Single Action	19315653
013	Smoke Detector	1st Floor Elevator Equipment Room By	Photoelectric	19315639
		Security		
015	Smoke Detector	1st Floor Office Behind Security Booth	Photoelectric	19315642
		Room 1111		
016	Smoke Detector	1st Floor In Card Room	Photoelectric	19315646
017	Smoke Detector	1st Floor In Hall By Room 1112	Photoelectric	19315641
018	Smoke Detector	1st Floor In Hall By Security Desk	Photoelectric	19315636
019	Smoke Detector	1st Floor In Office Room 1108	Photoelectric	19315643
020	Smoke Detector	1st Floor In Room 1108	Photoelectric	19315644
021	Smoke Detector	2nd Floor West Chase Near Accounting	Photoelectric	20365886
		Restrooms Access Not Located		
022	Smoke Detector	1st Floor In Electrical Room Behind	Photoelectric	19315647
		Security		
023	Smoke Detector	1st Floor In Room 1113	Photoelectric	19315651
024	Smoke Detector	1st Floor In Room 1129	Photoelectric	19315652
025	Smoke Detector	1st Floor In Man Trap Behind Security 2	Photoelectric	19315649
		of 3		
026	Smoke Detector	1st Floor In Man Trap Behind Security 3	Photoelectric	19315650
		of 3		
027	Smoke Detector	1st Floor In Man Trap Behind Security 1	Photoelectric	19315648
		of 3		
028	Smoke Detector	1st Floor In 1104 Token Corridor 2 of 3	Photoelectric	34223087
029	Smoke Detector	1st Floor In Man Trap In Vault 3 of 3	Photoelectric	19315656
030	Smoke Detector	1st Floor Coin Vault 1 Room 1118	Photoelectric	34223088
031	Smoke Detector	1st Floor In Soft Count Room 1119	Photoelectric	34223090
032	Smoke Detector	1st Floor In Man Trap In Vault 1 of 3	Photoelectric	19315654
033	Smoke Detector	1st Floor In Man Trap In Vault 2 of 3	Photoelectric	19315655
034	Smoke Detector	1st Floor In Kitchen Across From 1066B	Photoelectric	19315535
035	Pull Station	1st Floor In Hall By Room 1085	Single Action	19315540
036	Smoke Detector	1st Floor In Mens Locker Room In	Photoelectric	19315529
		Bathroom		
037	Smoke Detector	1st Floor In Custodial Room 1062 By	Photoelectric	19315668
		Entrance To Gaming Floor		
038	Smoke Detector	1st Floor In Hall By Room 1058A	Photoelectric	19315534
039	Smoke Detector	1st Floor In Womens Locker Room In	Photoelectric	36670810
		Bathroom		
040	Smoke Detector	1st Floor In Womens Locker Room	Photoelectric	19315530
041	Smoke Detector	1st Floor In Mens Locker Room	Photoelectric	19315528
042	Smoke Detector	1st Floor In Hall By Room 1068	Photoelectric	19315536
043	Smoke Detector	1st Floor In Hall By Coffee Room	Photoelectric	19315537
044	Smoke Detector	1st Floor In Snack Shop Kitchen	Photoelectric	19315666
045	Smoke Detector	1st Floor In Hall By Room 1082	Photoelectric	19315538
046	Smoke Detector	1st Floor Above Ceiling Room 1066A	Photoelectric	19315673
047	Smoke Detector	1st Floor In Room 1066	Photoelectric	19315533
048	Smoke Detector	1st Floor In Hall By Room 1066	Photoelectric	19315532
049	Smoke Detector	1st Floor In Hall By Room 1084	Photoelectric	19315539
050	Smoke Detector	1st Floor In Custodial Closet By Mall	Photoelectric	19315660

		Room 1036		
051	Smoke Detector	1st Floor In Womens Restroom By Mall	Photoelectric	19315661
		Room 1037		
052	Smoke Detector	1st Floor Behind Bar Stage Equipment	Photoelectric	19315664
		Storage Room		
053	Smoke Detector	1st Floor In Mens Restroom By Mall	Photoelectric	19315662
		Room 1038		
054	Smoke Detector	1st Floor In Hall By Room 1059	Photoelectric	19315527
055	Smoke Detector	1st Floor In Hall By Room 1054	Photoelectric	19315516
056	Smoke Detector	1st Floor In Hall By Telephone Room	Photoelectric	19315512
057	Smoke Detector	1st Floor In Telephone Room 1056 FACP	Photoelectric	19315671
		Room In Room 1056A		
058	Smoke Detector	1st Floor In Telephone Room 1056 FACP	Photoelectric	19315670
		Room		
059	Pull Station	1st Floor In Hall By Telephone Room	Single Action	19315513
060	Smoke Detector	1st Floor In Hall By Exit East Of	Photoelectric	19315515
		Telephone Room		
061	Pull Station	1st Floor In Hall By Exit East Of	Single Action	19315514
		Telephone Room		
062	Smoke Detector	1st Floor In Room 1052 3 of 3	Photoelectric	19315525
063	Smoke Detector	1st Floor In Room 1052 2 of 3	Photoelectric	19315524
064	Smoke Detector	1st Floor In Room 1052 1 of 3	Photoelectric	19315523
065	Smoke Detector	1st Floor In Matrix Room	Photoelectric	19315522
066	Smoke Detector	1st Floor In Hall By Doors To Hotel	Photoelectric	19315521
067	Smoke Detector	1st Floor In Coffee Supply Room 1046.	Photoelectric	19315667
		By Employee Entrance		
068	Pull Station	1st Floor In Hall By Entrance To Garage 1	Single Action	19315519
		of 2		
069	Pull Station	1st Floor In Hall By Entrance To Garage 2	Single Action	19315520
		of 2		
070	Smoke Detector	2nd Floor Room 2024 In Chase; Access	Photoelectric	20365885
		Panel Near Floor		
071	Smoke Detector	1st Floor In Hall By Doors To Casino	Photoelectric	19315526
		Lobby		
072	Smoke Detector	1st Floor In Hall By Key Boxes	Photoelectric	19315517
073	Smoke Detector	1st Floor In Elevator Equipment Room By	Photoelectric	19315663
		Mall Room 1040		
074	Smoke Detector	1st Floor In DCU Room By West	Photoelectric	19315628
		Restrooms/Players Club		
075	Smoke Detector	1st Floor In Hall By Room 1052	Photoelectric	19315518
076	Smoke Detector	1st Floor In Electrical Room By West	Photoelectric	19315624
		Restrooms		
077	Smoke Detector	1st Floor In Garage Elevator Lobby	Ionization	34223078
078	Smoke Detector	2nd Floor In Garage Elevator Lobby	Ionization	19315675
079	Smoke Detector	3rd Floor In Garage Elevator Lobby	Ionization	36670781
080	Smoke Detector	4th Floor In Garage Elevator Lobby	Ionization	19315677
081	Smoke Detector	5th Floor In Garage Elevator Lobby	Ionization	19315678
082	Smoke Detector	6th Floor In Garage Elevator Lobby	Ionization	19315679
083	Smoke Detector	Penthouse In Garage Elevator Equipment	Ionization	19315680
		Room		
Zone/Circuit: M4				
001	Power Supply	1st Floor East Boiler Room BPS Charger		31991998
		Test 120V/24V		

002	Pull Station	1st Floor East Boiler Room In Electrical Room 1200 Exit	Single Action	31992002
003	Pull Station	1st Floor East Boiler Room 1201 Exit	Single Action	31992001
004	Pull Station	1st Floor East Gaming Floor Exit	Single Action	31991997
005	Pull Station	1st Floor Lombardi Restaraunt Exit	Single Action	31991996
006	Pull Station	1st Floor Lombardi Kitchen Exit	Single Action	31991994
007, 008	Roll Down Door	1st Floor Lombardi Entrance By ATM Operates By Smokes On Both Sides Of Door		31992012
009, 013, 014	Releasing Device	1st Floor Southeast Main Gaming Floor Exit	Door Holder	31992010
010	Pull Station	1st Floor Southeast Gaming Floor Exit	Single Action	31991993
011	Smoke Detector	1st Floor In Lombardi Kitchen IDF Room 1220	Photoelectric	31992003
012	Kitchen Hood	1st Floor Lombardi Kitchen Exit	Wet	31991995

Sprinkler Inspection Certificate

For

Oneida Mason Street
2522 Mason Street
Green Bay, WI 54313

Tested to NFPA 25 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Jul 7, 2016

Building: Oneida Mason Street

Contact: Tim Skenandore
Title: Facilities Director

Company: Communications Engineering Company - Green
Bay



Contact: Gary Peterman
Title: Senior Inspector

Executive Summary

Generated by: BuildingReports.com

Building Information			
Building: Oneida Mason Street	Contact: Tim Skenandore		
Address: 2522 Mason Street	Phone: 920-494-4500		
Address:	Fax:		
City/State/Zip: Green Bay, WI 54313	Mobile: 920-819-1823		
Country: United States of America	Email: tskenan1@oneidanation.org		
Inspection Performed By			
Company: Communications Engineering Company - Green Bay	Inspector: Gary Peterman		
Address: 2200 American Blvd.	Phone: 920-434-9082		
Address:	Fax:		
City/State/Zip: De Pere, WI 54115	Mobile:		
Country: United States of America	Email: gpeterman@cecinfo.com		
System Control Unit			
System Type	System Location	Protected Area	Devices
Wet Pipe	Room C117	Building	16
Wet Pipe	Sprinkler Head Inspection	Building	5

Inspection Summary								
Category	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Valve	5	23.81%	5	100.00%	4	80.00%	1	20.00%
Hose	1	4.76%	1	100.00%	1	100.00%	0	0%
Device	2	9.52%	2	100.00%	2	100.00%	0	0%
Sprinkler	9	42.86%	9	100.00%	8	88.89%	1	11.11%
Alarm	4	19.05%	4	100.00%	4	100.00%	0	0%
Totals	21	100%	21	100.00%	19	90.48%	2	9.52%

Certification	
Company: Communications Engineering Company - Green Bay	Building: Oneida Mason Street
Inspector: Gary Peterman	Contact: Tim Skenandore
	
Signed: Jul 7, 2016 10:29:00 AM	Signed: Jul 7, 2016 10:31:12 AM

Discrepancy Report

Generated by: *BuildingReports.com*

Building: Oneida Mason Street				
<p><i>The Discrepancy Report consolidates each discrepancy listed within the various Testing sections of your Inspection. Discrepancies are listed by Category, and grouped by device type. The description of the problem is provided and where appropriate, code references are listed for your convenience. Any item that was inspected that is listed on the Consumer Product Safety Commissions website and are subject to a recall by the manufacturer are included.</i></p>				
Device Type	Manufacturer	ModelNumber	Date	Qty
Items listed for Recall by Manufacturer				
No recalled items found during this inspection.				
ScanID	Location	Problem	Reference	
Room C117 Wet Pipe, Building				
Check Valve				
17448150	1st Floor Room C117 Data/Stereo Room Swing Type - No Key Required 5 Year Done 8/11	Date Expired	NFPA25 13.4.2.1	
Piping				
17448144	1st Floor Room C117 Data/Stereo Room 5 Year Done 8/11 Hydraulic Nameplate Present	Date Expired	NFPA25 4.1.4.1	
Code References				
NFPA25 13.4.2.1	Valves shall be inspected internally every 5 years to verify that all components operate correctly, move freely, and are in good condition.			
NFPA25 4.1.4.1	The property owner or designated representative shall correct or repair deficiencies or impairments that are found during the inspection, test, and maintenance required by this standard.			

Proposed Solutions Report

Generated by: *BuildingReports.com*

Building: Oneida Mason Street					
<p><i>The Proposed Solution Report provides a solution for each discrepancy listed on the Discrepancy Report. Provide a check mark where indicated to approve repairs listed within the report. Items listed as T/M are available for repair on a Time and Materials basis.</i></p>					
🔍 ScanID	📍 Location	🔧 Solution	Model #	Cost	Fix
Room C117 Wet Pipe, Building					
Check Valve					
17448150	1st Floor Room C117 Data/Stereo Room Swing Type - No Key Required 5 Year Done 8/11	5 Year Service	G	T/M	<input type="checkbox"/>
Piping					
17448144	1st Floor Room C117 Data/Stereo Room 5 Year Done 8/11 Hydraulic Nameplate Present	5 Year Service		T/M	<input type="checkbox"/>

Inspection & Testing

Generated by: BuildingReports.com

Building: Oneida Mason Street				
<p><i>The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.</i></p>				
Device Type	Location	Service	Time	Date
Passed				
Room C117 Wet Pipe, Building				
Tamper Switch	1st Floor Room C117 Data/Stereo Room Lower	Visual & Functional, Passed	10:12:09 AM	07/07/2016
Tamper Switch	1st Floor Room C117 Data/Stereo Room Upper	Visual & Functional, Passed	10:12:15 AM	07/07/2016
Waterflow Switch	1st Floor Room C117 Data/Stereo Room 4 Inch	Visual & Functional, Passed	10:11:37 AM	07/07/2016
Drain	1st Floor Room C117 Data/Stereo Room	Visual & Functional, Passed	10:06:17 AM	07/07/2016
Gauge	1st Floor Room C117 Data/Stereo Room Installed 2014	Visual & Functional, Passed	10:05:27 AM	07/07/2016
Fire Dep't Connection	1st Floor Outside Room C117 Data/Stereo Room	Visual & Functional, Passed	10:15:47 AM	07/07/2016
Sprinkler Box	1st Floor Room C117 Data/Stereo Room	Visual, Passed	10:14:03 AM	07/07/2016
Sprinkler Box Spares	1st Floor Room C117 Data/Stereo Room Standard Upright Brass 155 1/2	Visual, Passed	10:14:42 AM	07/07/2016
Sprinkler Box Spares	1st Floor Room C117 Data/Stereo Room Fast Pendant Chrome 135 3/4	Visual, Passed	10:14:46 AM	07/07/2016
Wrenches	1st Floor Room C117 Data/Stereo Room	Visual, Passed	10:14:10 AM	07/07/2016
Backflow Prevention	1st Floor Room C117 Data/Stereo Room Serial #101628 Flow 321 GPM Annually Tested July	Visual & Functional, Passed	10:27:08 AM	07/07/2016
Control Valve	1st Floor Room C117 Data/Stereo Room Upper	Visual & Functional, Passed	10:06:37 AM	07/07/2016
Control Valve	1st Floor Room C117 Data/Stereo Room Lower	Visual & Functional, Passed	10:12:07 AM	07/07/2016
Inspector's Test	1st Floor Room C117 Data/Stereo Room	Visual & Functional, Passed	10:11:17 AM	07/07/2016
Sprinkler Head Inspection Wet Pipe, Building				
Communicator	1st Floor Electrical Room	Restored @	10:29:35 AM	07/07/2016

Device Type	Location	Service	Time	Date
		10:30:00		
Fast Response	Inspection Of All Visible Sprinkler Heads	Visual, Passed	10:15:59 AM	07/07/2016
Fast Response	Installed 2001 - Due Every 20 Years	Visual, Passed	10:16:04 AM	07/07/2016
Standard Response	Inspection Of All Visible Sprinkler Heads	Visual, Passed	10:15:57 AM	07/07/2016
Standard Response	Installed 2001 - Due Every 50 Years	Visual, Passed	10:16:00 AM	07/07/2016
<i>Failed/Other</i>				
Room C117 Wet Pipe, Building				
Piping	1st Floor Room C117 Data/Stereo Room 5 Year Done 8/11 Hydraulic Nameplate Present	Visual, Failed	10:08:56 AM	07/07/2016
Check Valve	1st Floor Room C117 Data/Stereo Room Swing Type - No Key Required 5 Year Done 8/11	Visual, Failed	10:13:54 AM	07/07/2016

Wet Pipe Fire Sprinkler Systems

Generated by: *BuildingReports.com*

Building: Oneida Mason Street			Room C117, Building				
<i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i>							
Alarms							
Tamper Switch							
Type	Description	Manufacturer	Sec	Zone/Address	OK	ScanID	
Lever	Supervisory	Potter Electric		1, M1, 001	<input checked="" type="checkbox"/>	17448148	
Lever	Supervisory	Potter Electric		1, M1, 001	<input checked="" type="checkbox"/>	17448146	
Waterflow Switch							
Type	Manufacturer	Model #	Sec	Size	Zone/Address	OK	ScanID
Vane	Potter Electric	VSR-F	30	4"	1, M1, 001	<input checked="" type="checkbox"/>	17448153
Components							
Backflow Prevention							
Manufacturer	Model #	Size	Type	Service Type	Install Date		
Ames	2000SS	4"	Double Check	Potable	10/26/2001		
Location	Water Purveyor	Meter Account #	Serial Number				
1st Floor Room C117 Data/Stereo Room Serial #101628 Flow 321 GPM Annually Tested July			101628				
Initial Test							
Check Valve 1	Check Valve 2	Relief Valve	Pressure Vacuum Breaker				
Held At	Repairs or Notes						
Final Test							
Check Valve 1	Check Valve 2	Relief Valve	Pressure Vacuum Breaker				
4.4	6.6						
Held At	Condition of Control Valve 1	Condition of Control Valve 2					
	Closed Tight	Closed Tight					
Check Valve							
Type	Location	Size	OK	ScanID			
Grooved	1st Floor Room C117 Data/Stereo Room Swing Type - No Key Required 5 Year Done 8/11	4"	<input type="checkbox"/>	17448150			
Control Valve							
Type	Manufacturer	Size	Position	Status	OK	ScanID	

OS&Y	Kennedy	4"	Open	Supervised	<input checked="" type="checkbox"/>	17448145
OS&Y	Kennedy	4"	Open	Supervised	<input checked="" type="checkbox"/>	17448147
Inspector's Test						
Manufacturer	Model #	Pressure psi	Trip Time Sec	Flow Sec	OK	ScanID
		N/A	N/A	30	<input checked="" type="checkbox"/>	17448154
Devices						
Drain						
Current Inspection						
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK
Main	2"	65	65	55	5	p
Previous Inspections						
April 4, 2016						
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK
Main	2"	70	70	55		p
January 4, 2016						
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK
Main	2"	70	70	60		p
Fire Dep't Connection						
Location	Type	BallDrip	Rotating Swivels	Size	OK	ScanID
1st Floor Outside Room C117 Data/Stereo Room	Siamese	Yes	Yes	4"	<input checked="" type="checkbox"/>	17448159
Gauge						
Type	Location	Static psi	Fill Type	Size	OK	ScanID
System Pressure	1st Floor Room C117 Data/Stereo Room Installed 2014	65		1/4	<input checked="" type="checkbox"/>	30430317
Piping						
Location	Type	Size	Service Date	Internal Inspection Due Date		
1st Floor Room C117 Data/Stereo Room 5 Year Done 8/11 Hydraulic Nameplate Present	Steel	4	12/31/1969	12/31/1969		
Hangers	Braces	Fittings	Identified	Antifreeze	ScanID	
Normal	Normal		Tagged		17448144	
Sprinkler Box						
Qty	Tool Available?	Size	Manufacturer	Location	OK	ScanID
1	Yes	12 unit		1st Floor Room C117 Data/Stereo Room	<input checked="" type="checkbox"/>	17448155
Sprinkler Box Spares						
Qty	Type	KFactor	Manufacturer	Location	OK	ScanID
2	Upright		Central	1st Floor Room C117 Data/Stereo Room Standard Upright Brass 155 1/2	<input checked="" type="checkbox"/>	17448157

9	Pendant		Central	1st Floor Room C117 Data/Stereo Room Fast Pendant Chrome 135 3/4	<input checked="" type="checkbox"/>	17448158
Wrenches						
Qty	Type	Manufacturer	Location	OK	ScanID	
2	Sprinkler		1st Floor Room C117 Data/Stereo Room	<input checked="" type="checkbox"/>	17448156	

Building: Oneida Mason Street				Sprinkler Head Inspection, Building			
<p><i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i></p>							
Alarms							
Devices							
Fast Response							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091508
Location				Description			
Inspection Of All Visible Sprinkler Heads							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091510
Location				Description			
Installed 2001 - Due Every 20 Years							
Standard Response							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091507
Location				Description			
Inspection Of All Visible Sprinkler Heads							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091509
Location				Description			
Installed 2001 - Due Every 50 Years							

Inventory & Warranty Report

Generated by: *BuildingReports.com*

Building: Oneida Mason Street

The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.

Device or Item	Category	% of Inventory	Quantity
Gauge	Device	4.76%	1
Drain	Device	4.76%	1
Control Valve	Valve	9.52%	2
Piping	Sprinkler	4.76%	1
Inspector's Test	Valve	4.76%	1
Waterflow Switch	Alarm	4.76%	1
Tamper Switch	Alarm	9.52%	2
Check Valve	Valve	4.76%	1
Sprinkler Box	Sprinkler	4.76%	1
Wrenches	Sprinkler	4.76%	1
Sprinkler Box Spares	Sprinkler	9.52%	2
Fire Dep't Connection	Hose	4.76%	1
Standard Response	Sprinkler	9.52%	2
Fast Response	Sprinkler	9.52%	2
Backflow Prevention	Valve	4.76%	1
Communicator	Alarm	4.76%	1

Device or Item	Qty	Model #	Description	Install Date
----------------	-----	---------	-------------	--------------

In Service - 2 Years to 3 Years

Room C117 Wet Pipe, Building

Gauge	1		System Pressure	07/01/2014
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In Service - 3 Years to 5 Years

Room C117 Wet Pipe, Building

Wrenches	1		Sprinkler	07/23/2012
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In Service - 10 Years to 15 Years

Room C117 Wet Pipe, Building

Drain	1		Main	10/26/2001
Fire Dep't Connection	1		Siamese	10/26/2001
Inspector's Test	1			10/26/2001
Piping	1		Steel	10/26/2001
Sprinkler Box	1			10/26/2001
Backflow Prevention	1	2000SS	Double Check	10/26/2001
Sprinkler Box Spares	1		Pendant	10/26/2001
Sprinkler Box Spares	1		Upright	10/26/2001
Control Valve	2	KSII	OS&Y	10/26/2001
Tamper Switch	2	OSYSU-2	Lever	10/26/2001
Waterflow Switch	1	VSR-F	Vane	10/26/2001
Check Valve	1	G	Grooved	10/26/2001

<i>In Service - 10 Years to 15 Years</i>				
Sprinkler Head Inspection Wet Pipe, Building				
Fast Response	2			10/26/2001
Standard Response	2			10/26/2001
Communicator	1	4010 ES	Digital Communicator	10/26/2001

Zone Address Report

Generated by: BuildingReports.com

Building: Oneida Mason Street				
<p><i>The Zone Address Report lists all of the devices and items that have an individual address, or are grouped together under a common zone. The device type, location and description are included for your reference. For more information on the device, use the link provided under ScanID.</i></p>				
Address	Device Type	Location	Type	ScanID
<i>Control Panel 1</i>				
Zone/Address: M1				
001	Waterflow Switch	1st Floor Room C117 Data/Stereo Room 4 Inch	Vane	17448153
001	Tamper Switch	1st Floor Room C117 Data/Stereo Room Lower	Lever	17448148
001	Tamper Switch	1st Floor Room C117 Data/Stereo Room Upper	Lever	17448146

Notes & Recommendations

Generated by: BuildingReports.com

Building: Oneida Mason Street				
<p><i>The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by SystemID.</i></p>				
General Note				
Annual Fire Sprinkler Inspection Per NFPA 25, 2011 ed.				
Note	Device Type	Location	Comment	ScanID
Room C117 Wet Pipe, Building				
2	Check Valve	1st Floor Room C117 Data/Stereo Room Swing Type - No Key Required 5 Year Done 8/11	Date Expired	17448150
CEC To Quote 5-Year Maintenance Inspection Per NFPA 25 Test & Inspection. Which Due 2016.				
3	Piping	1st Floor Room C117 Data/Stereo Room 5 Year Done 8/11 Hydraulic Nameplate Present	Date Expired	17448144
CEC To Quote 5-Year Maintenance Inspection Per NFPA 25 Test & Inspection. Internal Piping, Check Valves And Gauges. Which Due 2016.				



Total Energy Systems, LLC
A TELOCIN GROUP, INC. COMPANY

2211 American Blvd • De Pere, WI 54115
Phone 888-548-1400 • Fax 920-964-1409
8525 N. 87th Street • Milwaukee, WI 53224
Phone 800-236-6626 • Fax 414-357-6278

14950 Martin Drive • Eden Prairie, MN 55344
Phone 866-583-1671 • Fax 952-767-1681
4324 Airlane Dr. SE • Grand Rapids, MI 49512
Phone 888-341-5610 • Fax 616-971-0146

BILL TO

ONEIDA TRIBE OF INDIANS/WISC
ATTN: ACCOUNTS PAYABLE
P O BOX 365
ONEIDA, WI 54155

JOB SITE

G-M MASON STREET CASINO
2522 WEST MASON
GREEN BAY, WI 54303

WORK ORDER
159780
PAGE
1 / 1


CUSTOMER PURCHASE ORDER NUMBER	DATE ENTERED	PRIORITY	INIT	ACCOUNT NUMBER	SITE NUMBER
TJW-83088-16-PO	09/01/2016	N	JAB	000000006241	000000000000010
WARRANTY	MODEL NUMBER		SPEC NUMBER		SERIAL NUMBER
YES <input type="checkbox"/> NO <input type="checkbox"/>	600ROZM KOHLER GENERATOR		GM16981-GA1		0702835
CONTACT NAMES		PHONE NUMBERS		IN SERVICE INFORMATION	
CONTACT: TIM SKENANDORE CALLER: TIM SKENANDORE		BILL TO: 920-490-1100 SHIP TO: 920-429-3442		STARTUP DATE 9/6/2001 EXP DATE 9/6/2002 PARTS DATE LABOR DATE	
CALL TYPE	REASON	METER HOURS	ROUND TRIP MILES	NUMBER OF TRIPS	TOTAL MILES
P/M	PM		20.00		
QUANTITY	PART NUMBER	DESCRIPTION		LOC	PROMISE DATE
	GB	GB - LABOR HOURS		GB	9/13/2016
	PM GB	PLANNED MAINTENANCE PER AGREEMENT		GB	9/13/2016
	MTS	MIKE S. - LABOR HOURS		GB	9/13/2016
	09/13/2016 MTS	108.3 meter hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit. Unit is operating properly.			
	2C	ROUND TRIP CHARGE - TRK - MTS		GB	9/13/2016

SERVICE TO BE PERFORMED

INSPECTION, TESTING

TOTAL ENERGY SYSTEMS, LLC shall have no responsibility to the owner for special or consequential damages including loss of time, injury to person or property or any other consequential damage or incidental or economic loss. All other warranties, expressed and implied, including merchantability and fitness for a particular purpose, are hereby waived, disclaimed and excluded.

CUSTOMER SIGNATURE _____ SERVICE TECH SIGNATURE _____ DATE _____

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airline Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

CUSTOMER NAME		ACCOUNT NUMBER		SITE NUMBER	
Onieda		6241		0003	
TECHNICIAN		DATE		HOURLY START	
Mike Smith		09/13/2016		240.7	
GENERATOR		MODEL		SERIAL	
MAKE		500DFFB		1930520933	
Onan				61851H	
TRANSFER SWITCH		MODEL		SERIAL	
MAKE		7000			
ASCO					
ENGINE		MODEL		SERIAL	
MAKE		37149288 KTTA19G2		61173	
Cummins				159785	
Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments

Cooling System

1 a	Coolant - Visual inspection of level and condition	X			
b	Coolant - Record Protection level	X			-34
c	Pressure Test System - Record test pressure	X			No visible leaks
d	Filler Cap - Visual inspection of gaskets and sealing surfaces	X			
e	Radiator/Heat Exchanger - Visual inspection for leaks, damage and debris	X			
f	Fan Guard - Inspect for missing or broken parts	X			
g	Fan Drive Pulley - Check for loose or worn pulleys and lube fan drive (if applicable)	X			
h	Fan Belts - Inspect for frayed or worn belts. Check tension and adjust	X			
i	Hoses - Visual inspection of all hoses for condition. Check Connections	X			
j	Water Pump - Visual inspection for leaks	X			
k	Jacket Water Heater - Check for proper operation. Record temperature	X			148F
l	Coolant Test Strip - Record Results	X			pH 8.0 Nitrates 900 ppm

Lubrication System

2 a	Oil Level - Check for proper level	X			
b	Oil Leaks - Inspect for leaks. Wipe engine and change absorbent pads (where applicable)	X			
c	Crankcase Breather System - Inspect hose and connections. Note excessive blow by during test run	X			

Intake Air System

3 a	Air Filter - Inspect restriction gauge	X			
b	Air Filter - Inspect filter element	X			
c	Air Inlet System - Inspect piping for damaged or loose connections.	X			

Exhaust System


4 a	Silencer and Piping (Interior) - Inspect for damage/leakage of piping and/or insulation	X			
b	Silencer and Piping (Exterior) - Inspect for damage/leakage of piping. Check Rain cap	X			
C	Exhaust Manifold - Inspect for damage or missing hardware or wet stacking	X			

Fuel System - Diesel

5 a	Fuel Tank - Visually inspect for leaks and proper level. Record Level	X			5/8
b	Day Tank - Check Tank Level. Record Level			X	
c	Fuel Priming Pump - Inspect for proper operation	X			
d	Fuel Filters - Primary/Secondary, Inspect for damage or leaks	X			
e	Water/Trap Separator - Drain water from tank or separator if valves are available	X			
f	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Check line brackets	X			
g	Solenoid Valves - Check for proper operation	X			

Fuel System - Gaseous

6 a	Fuel Tank (Propane) - Visual inspection for leaks and proper level. Record Level			X	
b	Fuel Filter / Strainer - Visual inspection for damage or leaks. Clean or Replace			X	
c	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Inspect line brackets			X	
d	Solenoid Valves - Check for proper operation			X	

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airlane Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments
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Ignition System

7 a	Spark Plugs - Visually inspect and replace as necessary			X	
b	Distributor - Visually inspect and replace parts as necessary			X	
c	Spark Plug Wires - Visually inspect and replace as necessary			X	

Starting System

8 a	Battery Charger - Measure battery charger float voltage. Record voltage	X			26.4
b	Battery Charger - Check for proper operation and connections	X			
c	Batteries - Check electrolyte level (where applicable)	X			
d	Battery Cables - Clean and tighten all battery cables	X			
e	Starting Motor(s) - Inspect connections and wiring	X			
f	Battery Type and Quantity	X			8D/2
g	Date Stamped Battery with Paint Pen and Note Age	X			04/2016

Generator

9 a	Wiring - Inspect for loose connections	X			
b	Voltage Regulator - Inspect for loose connections	X			
c	Stator & Rotor - Visually inspect for damage and air gap	X			
d	Coupling and Guards - Inspect for vibration and loose or missing parts	X			
e	General - Inspect for debris or animal damage	X			

Controller

10 a	Wiring - Inspect for loose connections	X			
b	Circuit Boards and Meters - Inspect for loose connections	X			
c	Panel Lamps - Operational check of illumination and safety lamps	X			


Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
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Transfer Switch(es)

11 a	Infrared Temperature readings of connections (Normal)			X	
b	Infrared Temperature readings of connections (Load)			X	
c	Infrared Temperature readings of connections (Emergency) - Test near end of loaded run			X	
d	Visual Inspection - Check for loose or broken wires and dirt accumulation			X	
e	Exerciser Clock - Check for correct time. Adjust if necessary.			X	
f	Digital Controller - Check operational records for problems			X	

Controller

12 a	Start Controls - Manual check for proper operation and general starting ability	X							
b	Remote Annunciators and Alarms - Test all panel and system alarms for proper operation	X							
c	Check AC gauges and meters and record readings	Volts A		Volts B		Volts C		Frequency	
		480		480		480		60.0	
		Amps A		Amps B		Amps C		Loaded Y/N	
d	Check DC gauges and meters and record readings	50		50		50		YES	
		Oil Pressure		Coolant Temp		Battery Volts		Fuel Pressure	
		80		180		28.3		N/A	

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airline Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
Cooling System					
13 a	Cooling System - Check temperature of inlet and outlet of radiator. Record temperatures	X			166F 95F
b	Water Pump - Check for leaks and unusual noise or vibration. Check Pulley	X			
c	Fan and Belts - Check for leaks and unusual noise or vibration	X			
Starting System					
14 a	Starter and Alternator - Check for unusual noise or vibration	X			
General					
15 a	Enclosure Condition - Check for leaks, security, etc.	X			
b	Inspect for oil, fuel, coolant, intake or exhaust leaks while running	X			
c	Visual Inspection - Overall condition of generator set	X			
d	Vibration Isolators - Visual Inspection for broken springs or damaged cases	X			
e	Louvers - Check for proper operation of louvers. Minor adjustment if necessary	X			
Operational Test					
16 a	Test unit with load (if possible)	X			
17 a	Unit transferred in less then 10 seconds (NFPA110)			X	

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
After Shutdown					
18 a	Take oil sample (if required) - Recheck for proper crankcase level. Top off as required (Inspection Visit)			X	
b	Take coolant sample (if required) - Recheck for proper radiator level. Top off as required			X	
c	Take fuel sample (if required) - Inform customer if fuel is required			X	
d	Grease generator bearing (if applicable) - 2 pumps annually			X	
e	Change engine oil, fuel and oil filters (Maintenance Visit)			X	
f	Start engine and check for leaks	X			
g	Check for proper crankcase level	X			
h	CHECK GENERATOR BREAKER	X			
i	RESET ALL CONTROLS TO AUTOMATIC	X			
j	Talk to customer about basic system operation.	X			

Repair Recommendations or Additional Comments:

09/13/2016 MTS 241.0 engine hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit under building load. Unit is operating properly.

Customer Signature

ONEIDA TRIBE OF INDIANS OF WISCONSIN

ZONING DEPARTMENT



Location: N7332 Water Circle Place Oneida, WI 54155

Office: (920) 869-1600

Mailing Address: P.O Box 365 Oneida, WI 54155-0365

Toll Free: (800) 236-2868 Fax: (920) 869-1610

Fire Inspection Report Form

Page 1 of 2

2514 WEST MASON ST. LOCATION (Legal Address)

MASON ST. CASINO NAME OF BUSINESS

7/14/16 DATE OF INSPECTION

COMPLIANCE DATE

*Section 66.4 (Standards) of the Building Code of the Oneida Reservation incorporates SPS 314 by reference, SPS 314.001 incorporates NFPA 1 reference, NFPA 1 2.1 incorporates the entire NFPA suite by reference.

Table with 3 columns listing fire codes: Ch 1 Administrative, Ch 10 General Fire Safety, Ch 14 Means of Egress, Ch 18 Fire Department Access, Ch 20 Occupancy Fire Safety, Ch 40 Dust Explosion Prevention, Ch 41 Hot Work Operations, Ch 42 Refueling, Ch 45 Combustible Fibers, Ch 50 Commercial Cooking Equipment, Ch 52 Stationary Lead-Acid Battery Systems, Ch 53 Mechanical Refrigeration, Ch 60 Hazardous Materials, Ch 61 Aerosol Products, Ch 63 Compressed Gases and Cryogenic Fluids, Ch 65 Explosives, Fireworks & Model Rocketry.

REMARKS - A COPY OF THIS NOTICE WILL BE ON FILE IN THE OFFICE OF THE FIRE INSPECTOR FOR FURTHER ACTION

REMOVE ALL NON ASSOCIATED STORAGE - A101
SEAL OPENING IN WALL - FOOD & BEV LOFT A112
RESET APPLIANCES OR REALIGN SPRAY HEADS - LODGE KITCHEN
REMOVE STORAGE IN FRONT OF ELECTRICAL PANEL - UPPER WORK SHOP
INSTALL EXIT SIGN - PHASE I MANTRAP

OWNER/AGENT/MANAGER REPRESENTATIVE # 1072083

INSPECTING OFFICER/FIRE DEPARTMENT No. 136125

Handwritten signature of Paul J. ...

White Skranow 8264

John Buckman 10571

Fire Alarm and Life Safety System Inspection Certificate

For

Oneida Mason Street
2522 Mason Street
Green Bay, WI 54313

Tested to NFPA 72 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Sep 12, 2016

Building: Oneida Mason Street

Contact: Tim Skenandore
Title: Facilities Director

Company: Communications Engineering Company - Green
Bay



Contact: Gary Peterman
Title: Senior Inspector

Executive Summary

Generated by: *BuildingReports.com*

Building Information		
Building: Oneida Mason Street	Contact: Tim Skenandore	
Address: 2522 Mason Street	Phone: 920-494-4500	
Address:	Fax:	
City/State/Zip: Green Bay, WI 54313	Mobile: 920-819-1823	
Country: United States of America	Email: tskenan1@oneidanation.org	
Inspection Performed By		
Company: Communications Engineering Company - Green Bay	Inspector: Gary Peterman	
Address: 2200 American Blvd.	Phone: 920-434-9082	
Address:	Fax:	
City/State/Zip: De Pere, WI 54115	Mobile:	
Country: United States of America	Email: gpeterman@cecinfo.com	
System Control Unit		
Manufacturer: SimplexGrinnell	Inspection Date: 09/12/2016	IDC Style: B
Model Number: 4100ES	Install Date: 04/28/2014	SLC Style:
Software Version: 2.03	Version Date: 04/28/2014	NAC Style: Y
Location: 1st Floor Phase 2 In Electrical Room A101A	Current Protection: Breaker	
Monitoring		
Company: COPS Monitoring	Phone: 877-509-0821	Account #:
Central Station Signal Verification		
Type: Digital Communicator	Mfg: First Alert	Model #: FA2000C
Test Time/Date:	Restore Time	
Type of Signal	Signal Confirmation	Notes
Type: Alarm Signal	Confirmed Time:	
Type: Alarm Restoral	Confirmed Time:	
Type: Trouble Signal	Confirmed Time:	
Type: Trouble Restoral	Confirmed Time:	
Type: Supervisory Signal	Confirmed Time:	
Type: Supervisory Restoral	Confirmed Time:	

Inspection Summary								
Category	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Monitor	6	3.90%	0	0%	0	0%	0	0%
Supervisory	2	1.30%	0	0%	0	0%	0	0%
Auxiliary	1	0.65%	0	0%	0	0%	0	0%
Indicating	3	1.95%	1	33.33%	1	100.00%	0	0%
Initiating	123	79.87%	2	1.63%	2	100.00%	0	0%
Control	14	9.09%	2	14.29%	2	100.00%	0	0%
Alarm	5	3.25%	0	0%	0	0%	0	0%
Totals	154	100%	5	3.25%	5	100.00%	0	0%

Certification	
Company: Communications Engineering Company - Green Bay	Building: Oneida Mason Street
Inspector: Gary Peterman	Contact: Tim Skenandore
	
Signed: Sep 12, 2016 8:19:25 AM	Signed: Sep 12, 2016 8:20:04 AM

Notes & Recommendations

Generated by: BuildingReports.com

Building: Oneida Mason Street
<i>The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by Category.</i>
General Note
Monthly per NFPA 72, 2007 ed, Figure 10-4.2.2

Inspection & Testing

Generated by: BuildingReports.com

Building: Oneida Mason Street	Control Panel: 1 - SimplexGrinnell 4100ES
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The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.

Device Type	Location	Service	Time	Date
<i>Passed</i>				
Control				
Control Panel	1st Floor Phase 2 In Electrical Room A101A	Visual & Functional, Passed	8:05:30 AM	09/12/2016
Power Supply	1st Floor Phase 2 In Electrical Room A101A Main FACP Charger 120V/24V	Visual & Functional, Passed	8:05:25 AM	09/12/2016
Indicating				
Indicating Device	1st Floor In Electrical Room A101A Functional Test Of Alarm, Supervisory, Trouble And System Reset	Visual & Functional, Passed	8:05:31 AM	09/12/2016
Initiating				
Pull Station	1st Floor Phase 2 Lobby By Vestibule A103	Visual & Functional, Passed	8:11:55 AM	09/12/2016
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By Beverages	Visual & Functional, Passed	8:19:17 AM	09/12/2016

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Alarm				
Clean Agent System	Mezzanine Phase 3 DCU Room Through Maintenance Room			
Clean Agent System	1st Floor Observation Equipment Room			
Clean Agent System	1st Floor Phase 3 Observation Room			
Kitchen Hood	1st Floor Phase 3 Bar Kitchen By Refrigerators			
Kitchen Hood	1st Floor Phase 4 Countryville Kitchen By Entry Doors			
Auxiliary				
Fan Shutdown	1st Floor In Electrical Room A101A Fan Shutdown Test Entire Building			
Control				
Annunciator	1st Floor In Electrical Room A101A			

Device Type	Location	Service	Time	Date
Untested				
Battery	1st Floor In Electrical Room A101A Communicator Battery Sim. 30 Min. Discharge/ Load Voltage Tests 12V-8Ah			
Battery	1st Floor In Electrical Room A101A FACP Left Battery Sim. 30 Min. Discharge/ Load Voltage Tests 12V-10Ah			
Battery	1st Floor In Electrical Room A101A FACP Right Battery Sim. 30 Min. Discharge/ Load Voltage Tests 12V-10Ah			
Battery	1st Floor Phase 2 In Electrical Room A101A NAC Left Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-8AH			
Battery	1st Floor Phase 2 In Electrical Room A101A NAC Right Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-8AH			
Communication Line	1st Floor In Electrical Room A101A Disconnect Test Line 1			
Communication Line	1st Floor In Electrical Room A101A Disconnect Test Line 2			
Communicator	1st Floor In Electrical Room A101A			
Disconnect	1st Floor In Electrical Room A101A Panel U1 Breaker 21			
Power Supply	1st Floor In Electrical Room A101A Communicator Charger 120V/12V			
Power Supply	1st Floor Phase 2 In Electrical Room A101A NAC Charger 120V/24V			
Indicating				
Horn/Strobe	1st Floor Phase 2 In Electrical Room A101A By FACP Audio And Visual Test Entire Building Total 32 AV			
Strobe	1st Floor Phase 2 In Electrical Room A101A By FACP Visual Test Entire Building Total 10 Visual			
Initiating				
Duct Detector	1st Floor Phase 2 Above Ceiling Between Cashier And Center Column 20' South Of West End Of Main Entrance			
Duct Detector	1st Floor Phase 2 Above Ceiling By Cashier 22' South Of Entrance, 20' From North Corner Of Cashier Window			
Duct Detector	1st Floor Phase 2 Above Ceiling By Center Column On North Side. 15' NW			
Duct Detector	1st Floor Phase 2 Above Ceiling By Center Column On South Side. By Bank B741			
Duct Detector	1st Floor Phase 2 Above Ceiling By Fun Club			
Duct Detector	1st Floor Phase 2 Above Ceiling By Fun Club			
Duct Detector	1st Floor Phase 3 Above Ceiling 10' Northwest Of West Column. By Bank B762			
Duct Detector	1st Floor Phase 3 Above Ceiling 3' Southwest Of West Column			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Duct Detector	1st Floor Phase 3 Above Ceiling 4' Southwest Of East Column			
Duct Detector	1st Floor Phase 3 Above Ceiling 4' Southwest Of Middle Column			
Duct Detector	1st Floor Phase 3 Above Ceiling 6' Northwest Of Middle Column			
Duct Detector	1st Floor Phase 3 Above Ceiling 8' Northwest Of East Column			
Duct Detector	1st Floor Phase 3 Above Ceiling Kitchen Above Hood			
Duct Detector	1st Floor Phase 3 Above Ceiling Kitchen Side By Bar Entrance			
Heat Detector	Mezzanine Phase 2 Boiler Room Above Beverage Kitchen 1 Of 2			
Heat Detector	Mezzanine Phase 2 Boiler Room Above Beverage Kitchen 2 Of 2			
Heat Detector	1st Floor Phase 1 Electrical Closet By Poker Room			
Heat Detector	1st Floor Phase 1 Men's Restroom			
Heat Detector	1st Floor Phase 1 Women's Restroom			
Heat Detector	1st Floor Phase 2 Custodial Closet By Restrooms			
Heat Detector	1st Floor Phase 2 Men's Restroom Sink Area			
Heat Detector	1st Floor Phase 2 Men's Restroom Toilet Stall Area			
Heat Detector	1st Floor Phase 2 Slot Tech Office			
Heat Detector	1st Floor Phase 2 Vestibule A103 Above Ceiling			
Heat Detector	1st Floor Phase 2 Women's Restroom Sink Area			
Heat Detector	1st Floor Phase 2 Women's Restroom Toilet Stall Area			
Heat Detector	1st Floor Phase 3 Men's Locker Room Locker Area			
Heat Detector	1st Floor Phase 3 Men's Locker Room Toilet Stall Area			
Heat Detector	1st Floor Phase 3 Smoke Breakroom By TV			
Heat Detector	1st Floor Phase 3 Smoke Breakroom By Vending Machines			
Heat Detector	1st Floor Phase 3 Women's Locker Room Locker Area			
Heat Detector	1st Floor Phase 3 Women's Locker Room Toilet Stall Area			
Pull Station	1st Floor Phase 1 Employee Entrance / Breakroom			
Pull Station	1st Floor Phase 1 Gaming Floor Lobby Entrance			
Pull Station	1st Floor Phase 1 Loomis Man Trap			
Pull Station	1st Floor Phase 2 Vestibule A117 By Restrooms			
Pull Station	1st Floor Phase 3 Lobby / Dining Area Entrance Vestibule			
Pull Station	1st Floor Phase 3 Smoke Shop Entrance Vestibule			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Pull Station	1st Floor Phase 4 Entrance By Countryville Bar			
Pull Station	1st Floor Phase 4 Exit In Countryville Bar			
Pull Station	1st Floor Phase 4 Outside Boiler Room			
Pull Station	1st Floor Phase 4 Countryville Kitchen Back Emergency Exit			
Smoke Detector	1st Floor Phase 1 / Phase 3 Rampway			
Smoke Detector	1st Floor Phase 1 Breakroom By Observation			
Smoke Detector	1st Floor Phase 1 Cage Vault Manager Office			
Smoke Detector	1st Floor Phase 1 Cashier Booth 1 Of 2			
Smoke Detector	1st Floor Phase 1 Cashier Booth 2 Of 2			
Smoke Detector	1st Floor Phase 1 Copy/Fax Room			
Smoke Detector	1st Floor Phase 1 Custodial Closet By Men's Restroom			
Smoke Detector	1st Floor Phase 1 Custodial Supervisor Office			
Smoke Detector	1st Floor Phase 1 Gaming Area 5 Of 8			
Smoke Detector	1st Floor Phase 1 Gaming Area 6 Of 8			
Smoke Detector	1st Floor Phase 1 Gaming Floor 1 Of 8			
Smoke Detector	1st Floor Phase 1 Gaming Floor 2 Of 8			
Smoke Detector	1st Floor Phase 1 Gaming Floor 3 Of 8			
Smoke Detector	1st Floor Phase 1 Gaming Floor 4 Of 8			
Smoke Detector	1st Floor Phase 1 Gaming Floor 7 Of 8			
Smoke Detector	1st Floor Phase 1 Gaming Floor Entrance Lobby			
Smoke Detector	1st Floor Phase 1 Gaming Floor 8 Of 8 By Cashier			
Smoke Detector	1st Floor Phase 1 Hallway By Offices			
Smoke Detector	1st Floor Phase 1 Hard/Soft Count Manager Office			
Smoke Detector	1st Floor Phase 1 Man Trap Behind Cashier			
Smoke Detector	1st Floor Phase 1 Office Next To Breakroom			
Smoke Detector	1st Floor Phase 1 Riser Room By Observation			
Smoke Detector	1st Floor Phase 1 Server Room Through Observation			
Smoke Detector	1st Floor Phase 1 Soft Count Room			
Smoke Detector	1st Floor Phase 1 Training Room			
Smoke Detector	1st Floor Phase 1 Vault			
Smoke Detector	1st Floor Phase 1 VIP Lounge			
Smoke Detector	1st Floor Phase 2 Security Office			
Smoke Detector	1st Floor Phase 2 Beverage Kitchen 1 Of 2			
Smoke Detector	1st Floor Phase 2 Beverage Kitchen 2 Of 2			
Smoke Detector	1st Floor Phase 2 Cashier Booth 1 Of 2			
Smoke Detector	1st Floor Phase 2 Cashier Booth 2 Of 2			
Smoke Detector	1st Floor Phase 2 Custodial Storage Room			
Smoke Detector	1st Floor Phase 2 Custodial Storage Vestibule			
Smoke Detector	1st Floor Phase 2 Fun Club Booth Entrance			
Smoke Detector	1st Floor Phase 2 Lobby By Restrooms			
Smoke Detector	1st Floor Phase 2 Man Trap Behind Cashier			
Smoke Detector	1st Floor Phase 2 Mini-Vault			
Smoke Detector	1st Floor Phase 2 Vestibule A103 Closet			
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 1 Of 6			
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 2 Of 6			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 3 Of 6			
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 4 Of 6			
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 5 Of 6			
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 6 Of 6			
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By Fun Club Booth			
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By Cashier			
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By Electrical Closet A101A			
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By Lobby			
Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By Security Booth			
Smoke Detector	1st Floor Phase 2 In Electrical Room A101A			
Smoke Detector	1st Floor Phase 2 In Electrical Room A101A Above FACP			
Smoke Detector	1st Floor Phase 3 Conference Room			
Smoke Detector	1st Floor Phase 3 Food And Beverage Supervisor Office			
Smoke Detector	1st Floor Phase 3 Gaming Floor By Bar			
Smoke Detector	1st Floor Phase 3 Gaming Floor By Dining Area			
Smoke Detector	1st Floor Phase 3 Gaming Floor By Security Booth			
Smoke Detector	1st Floor Phase 3 Gaming Floor 1 Of 11			
Smoke Detector	1st Floor Phase 3 Gaming Floor 10 Of 11			
Smoke Detector	1st Floor Phase 3 Gaming Floor 11 Of 11			
Smoke Detector	1st Floor Phase 3 Gaming Floor 2 Of 11			
Smoke Detector	1st Floor Phase 3 Gaming Floor 3 Of 11			
Smoke Detector	1st Floor Phase 3 Gaming Floor 4 Of 11			
Smoke Detector	1st Floor Phase 3 Gaming Floor 5 Of 11			
Smoke Detector	1st Floor Phase 3 Gaming Floor 6 Of 11			
Smoke Detector	1st Floor Phase 3 Gaming Floor 7 Of 11			
Smoke Detector	1st Floor Phase 3 Gaming Floor 8 Of 11			
Smoke Detector	1st Floor Phase 3 Gaming Floor 9 Of 11			
Smoke Detector	1st Floor Phase 3 Lobby / Dining Area			
Smoke Detector	1st Floor Phase 3 Slot Supervisor Office			
Smoke Detector	1st Floor Phase 3 Slot Assistant Supervisor Office			
Smoke Detector	1st Floor Phase 3 Smoke Shop Office			
Smoke Detector	1st Floor Phase 3 Smoke Shop Registers			
Smoke Detector	1st Floor Phase 3 Smoke Shop Snack Floor 1 Of 2			
Smoke Detector	1st Floor Phase 3 Smoke Shop Snack Floor 2 Of 2			
Smoke Detector	1st Floor Phase 4 Countryville Bar Center Ceiling Above Plenum			
Smoke Detector	2nd Floor Phase 3 Maintenance Room			
Smoke Detector	2nd Floor Phase 3 MIS Through Maintenance Room			
Waterflow Switch	1st Floor Phase 1 Riser Room By Observation			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Total				
Monitor				
Monitoring	1st Floor In Electrical Room A101A Alarm Restoral			
Monitoring	1st Floor In Electrical Room A101A Alarm Signal			
Monitoring	1st Floor In Electrical Room A101A Supervisory Restoral			
Monitoring	1st Floor In Electrical Room A101A Supervisory Signal			
Monitoring	1st Floor In Electrical Room A101A Trouble Restoral			
Monitoring	1st Floor In Electrical Room A101A Trouble Signal			
Supervisory				
Tamper Switch	1st Floor Phase 1 Riser Room By Observation Total			
Tamper Switch	1st Floor Phase 1 Riser Room By Observation Total			

Service Summary

Generated by: BuildingReports.com

Building: Oneida Mason Street		
<i>The Service Summary section provides an overview of the services performed in this report.</i>		
Device Type	Service	Quantity
<i>Passed</i>		
Control Panel	Visual & Functional, Passed	1
Indicating Device	Visual & Functional, Passed	1
Power Supply	Visual & Functional, Passed	1
Pull Station	Visual & Functional, Passed	1
Smoke Detector	Visual & Functional, Passed	1
Total		5
<i>Untested</i>		
Annunciator		1
Battery		5
Clean Agent System		3
Communication Line		2
Communicator		1
Disconnect		1
Duct Detector		14
Fan Shutdown		1
Heat Detector		18
Horn/Strobe		1
Kitchen Hood		2
Monitoring		6
Power Supply		2
Pull Station		10
Smoke Detector		78
Strobe		1
Tamper Switch		2
Waterflow Switch		1
Total		149

Auxiliary Functions Testing

Generated by: BuildingReports.com

Building: Oneida Mason Street		Control Panel: 1 - SimplexGrinnell 4100ES		
<i>The Auxiliary Functions Testing section lists each of the ancillary items, systems, and emergency equipment that are controlled by the system control unit. Items are grouped by Passed or Failed/Other. The items are listed by device type, and a check box is provided to indicate if the test conducted was simulated.</i>				
Type	Location	Comment	ScanID	Simulated
<i>Untested</i>				
Fan Shutdown				
Fan Shutdown	1st Floor In Electrical Room A101A Fan Shutdown Test Entire Building		15928897	<input type="checkbox"/>

Smoke Management Testing

Generated by: *BuildingReports.com*

Building: Oneida Mason Street		Control Panel: 1 - SimplexGrinnell 4100ES		
<i>The Smoke Management Testing section details the test and inspection of device items that are involved in controlling the spread of smoke in a building. Items are grouped by Passed or Failed/Other.</i>				
Location	Description	Comment	ScanID	Simulated
<i>Untested</i>				
Fan Shutdown				
1st Floor In Electrical Room A101A Fan Shutdown Test Entire Building	Fan Shutdown		15928897	<input type="checkbox"/>

Inventory & Warranty Report

Generated by: *BuildingReports.com*

Building: Oneida Mason Street		Control Panel: 1 - SimplexGrinnell 4100ES		
<p><i>The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.</i></p>				
Device or Item	Category	% of Inventory	Quantity	
Heat Detector	Initiating	11.69%	18	
Smoke Detector	Initiating	51.30%	79	
Pull Station	Initiating	7.14%	11	
Kitchen Hood	Alarm	1.30%	2	
Strobe	Indicating	0.65%	1	
Duct Detector	Initiating	9.09%	14	
Disconnect	Control	0.65%	1	
Battery	Control	3.25%	5	
Communication Line	Control	1.30%	2	
Annunciator	Control	0.65%	1	
Horn/Strobe	Indicating	0.65%	1	
Fan Shutdown	Auxiliary	0.65%	1	
Communicator	Control	0.65%	1	
Tamper Switch	Supervisory	1.30%	2	
Waterflow Switch	Initiating	0.65%	1	
Monitoring	Monitor	3.90%	6	
Clean Agent System	Alarm	1.95%	3	
Power Supply	Control	1.95%	3	
Control Panel	Control	0.65%	1	
Indicating Device	Indicating	0.65%	1	
Type	Qty	Model #	Description	Install Date
<i>In Service - 90 Days - 1 Year</i>				
Amerex				
Clean Agent System	2	SR-X		02/01/2016
<i>In Service - 1 Year to 2 Years</i>				
Duracell				
Battery	2	12-10	Sealed Lead Acid	08/03/2015
Battery	2	12-8	Sealed Lead Acid	08/03/2015
<i>In Service - 2 Years to 3 Years</i>				
Werker				
Battery	1	12-8	Sealed Lead Acid	07/09/2014
SimplexGrinnell				
Control Panel	1	4100ES		04/28/2014
Power Supply	1	4009		04/28/2014
<i>In Service - 5 Years to 10 Years</i>				
Communication Line	2			12/22/2010

First Alert				
Communicator	1	FA2000C	Digital Communicator	12/22/2010
Monitoring	1	FA2000C	Alarm Restoral	12/22/2010
Monitoring	1	FA2000C	Alarm Signal	12/22/2010
Monitoring	1	FA2000C	Supervisory Restoral	12/22/2010
Monitoring	1	FA2000C	Supervisory Signal	12/22/2010
Monitoring	1	FA2000C	Trouble Restoral	12/22/2010
Monitoring	1	FA2000C	Trouble Signal	12/22/2010
Power Supply	1	FA2000C		12/22/2010
Honeywell				
Annunciator	1	FA570CR	LCD Display	12/22/2010
<i>In Service - 10 Years to 15 Years</i>				
Amerex				
Clean Agent System	1	SR-X		10/26/2001
Ansul				
Kitchen Hood	1		Wet	10/26/2001
Kidde				
Kitchen Hood	1		Wet	10/26/2001
Potter Electric				
Tamper Switch	2	OSYSU-2		10/26/2001
Waterflow Switch	1	VSR-F		10/26/2001
Siemens				
Disconnect	1	S1	Breaker	10/26/2001
SimplexGrinnell				
Duct Detector	14	4098-9757	Photoelectric	10/26/2001
Fan Shutdown	1		Fan Shutdown	10/26/2001
Heat Detector	18	4098-9733	Rate-of-Rise	10/26/2001
Horn/Strobe	1			10/26/2001
Indicating Device	1	4100ES		10/26/2001
Power Supply	1	4010		10/26/2001
Pull Station	1	4099-9001		10/26/2001
Pull Station	1	4099-9001	Photoelectric	10/26/2001
Pull Station	9	4099-9001	Single Action	10/26/2001
Smoke Detector	1	4098-9757		10/26/2001
Smoke Detector	78	4098-9757	Photoelectric	10/26/2001
Strobe	1			10/26/2001

Zone Address Report

Generated by: *BuildingReports.com*

Building: Oneida Mason Street		Control Panel: 1 - SimplexGrinnell 4100ES		
<p><i>The Zone Address Report lists all of the devices and items that have an individual address, or are grouped together under a common zone. The device type, location, and description are included for your reference.</i></p>				
Address	Device Type	Location	Type	ScanID
Zone/Circuit: 1				
152	Kitchen Hood	1st Floor Phase 4 Countryville Kitchen By Entry Doors	Wet	31992018
248	Power Supply	1st Floor Phase 2 In Electrical Room A101A NAC Charger 120V/24V		31992013
Zone/Circuit: M1				
001	Tamper Switch	1st Floor Phase 1 Riser Room By Observation Total		17448146
001	Tamper Switch	1st Floor Phase 1 Riser Room By Observation Total		17448148
001	Waterflow Switch	1st Floor Phase 1 Riser Room By Observation Total		17448153
002	Clean Agent System	Mezzanine Phase 3 DCU Room Through Maintenance Room		31987692
005	Clean Agent System	1st Floor Phase 3 Observation Room		36670806
008	Clean Agent System	1st Floor Observation Equipment Room		36670805
021	Smoke Detector	1st Floor Phase 3 Gaming Floor By Security Booth	Photoelectric	15928948
022	Smoke Detector	1st Floor Phase 3 Gaming Floor 11 Of 11	Photoelectric	15928947
023	Smoke Detector	1st Floor Phase 3 Gaming Floor 10 Of 11	Photoelectric	15928946
024	Duct Detector	1st Floor Phase 3 Above Ceiling 3' Southwest Of West Column	Photoelectric	15929019
025	Duct Detector	1st Floor Phase 3 Above Ceiling 10' Northwest Of West Column. By Bank B762	Photoelectric	15929020
026	Smoke Detector	1st Floor Phase 3 Gaming Floor 8 Of 11	Photoelectric	15928943
027	Smoke Detector	1st Floor Phase 3 Gaming Floor 9 Of 11	Photoelectric	15928944
028	Smoke Detector	1st Floor Phase 3 Gaming Floor By Bar	Photoelectric	15928945
029	Duct Detector	1st Floor Phase 3 Above Ceiling 4' Southwest Of Middle Column	Photoelectric	15929017
030	Duct Detector	1st Floor Phase 3 Above Ceiling 6' Northwest Of Middle Column	Photoelectric	15929018
031	Smoke Detector	1st Floor Phase 3 Gaming Floor 7 Of 11	Photoelectric	15928942
032	Smoke Detector	1st Floor Phase 3 Gaming Floor 6 Of 11	Photoelectric	15928941
033	Smoke Detector	1st Floor Phase 3 Gaming Floor 5 Of 11	Photoelectric	15928940
034	Smoke Detector	1st Floor Phase 3 Gaming Floor By Dining Area	Photoelectric	15928939
035	Duct Detector	1st Floor Phase 3 Above Ceiling 4' Southwest Of East Column	Photoelectric	15929016
036	Duct Detector	1st Floor Phase 3 Above Ceiling 8'	Photoelectric	15929015

		Northwest Of East Column		
037	Smoke Detector	1st Floor Phase 3 Gaming Floor 4 Of 11	Photoelectric	15928938
038	Smoke Detector	1st Floor Phase 3 Gaming Floor 3 Of 11	Photoelectric	15928937
039	Smoke Detector	1st Floor Phase 3 Gaming Floor 2 Of 11	Photoelectric	15928936
040	Smoke Detector	1st Floor Phase 3 Gaming Floor 1 Of 11	Photoelectric	15928935
041	Smoke Detector	1st Floor Phase 3 Smoke Shop Snack Floor 2 Of 2	Photoelectric	15928952
042	Smoke Detector	1st Floor Phase 3 Smoke Shop Registers	Photoelectric	15928953
043	Smoke Detector	1st Floor Phase 3 Smoke Shop Snack Floor 1 Of 2	Photoelectric	15928951
044	Smoke Detector	1st Floor Phase 3 Smoke Shop Office	Photoelectric	15928955
045	Smoke Detector	1st Floor Phase 3 Lobby / Dining Area	Photoelectric	15928949
046	Smoke Detector	1st Floor Phase 3 Food And Beverage Supervisor Office	Photoelectric	15928957
047	Smoke Detector	1st Floor Phase 3 Slot Assistant Supervisor Office	Photoelectric	15928970
048	Smoke Detector	1st Floor Phase 3 Slot Supervisor Office	Photoelectric	34220492
049	Smoke Detector	1st Floor Phase 3 Conference Room	Photoelectric	15928965
050	Heat Detector	1st Floor Phase 3 Smoke Breakroom By Vending Machines	Rate-of-Rise	15928960
051	Heat Detector	1st Floor Phase 3 Smoke Breakroom By TV	Rate-of-Rise	15928959
052	Heat Detector	1st Floor Phase 3 Men's Locker Room Locker Area	Rate-of-Rise	15928961
053	Heat Detector	1st Floor Phase 3 Men's Locker Room Toilet Stall Area	Rate-of-Rise	15928962
054	Heat Detector	1st Floor Phase 3 Women's Locker Room Locker Area	Rate-of-Rise	15928963
055	Heat Detector	1st Floor Phase 3 Women's Locker Room Toilet Stall Area	Rate-of-Rise	15928964
058	Duct Detector	1st Floor Phase 3 Above Ceiling Kitchen Above Hood	Photoelectric	15929022
059	Duct Detector	1st Floor Phase 3 Above Ceiling Kitchen Side By Bar Entrance	Photoelectric	15929021
060	Smoke Detector	2nd Floor Phase 3 Maintenance Room	Photoelectric	15928966
061	Smoke Detector	2nd Floor Phase 3 MIS Through Maintenance Room	Photoelectric	15928969
062	Pull Station	1st Floor Phase 3 Lobby / Dining Area Entrance Vestibule	Single Action	15928950
063	Pull Station	1st Floor Phase 3 Smoke Shop Entrance Vestibule	Single Action	15928954
064	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 4 Of 6	Photoelectric	15928910
065	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By Electrical Closet A101A	Photoelectric	15928909
066	Duct Detector	1st Floor Phase 2 Above Ceiling By Center Column On South Side. By Bank B741	Photoelectric	15929011
067	Duct Detector	1st Floor Phase 2 Above Ceiling By Center Column On North Side. 15' NW	Photoelectric	15929010
068	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 3 Of 6	Photoelectric	15928908
069	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 2	Photoelectric	15928907

		Of 6		
070	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 1	Photoelectric	15928906
		Of 6		
071	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 6	Photoelectric	15928912
		Of 6		
072	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By	Photoelectric	15928905
		Fun Club Booth		
073	Duct Detector	1st Floor Phase 2 Above Ceiling By Fun	Photoelectric	15929012
		Club		
074	Duct Detector	1st Floor Phase 2 Above Ceiling By Fun	Photoelectric	15929013
		Club		
075	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By	Photoelectric	15928904
		Beverages		
076	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By	Photoelectric	15928903
		Cashier		
077	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By	Photoelectric	15928902
		Lobby		
078	Smoke Detector	1st Floor Phase 2 Lobby By Restrooms	Photoelectric	15928914
079	Smoke Detector	1st Floor Phase 2 Fun Club Booth	Photoelectric	15928931
		Entrance		
080	Smoke Detector	1st Floor Phase 2 Beverage Kitchen 1 Of	Photoelectric	15928927
		2		
081	Smoke Detector	1st Floor Phase 2 Beverage Kitchen 2 Of	Photoelectric	15928928
		2		
082	Heat Detector	1st Floor Phase 2 Women's Restroom	Rate-of-Rise	15928933
		Toilet Stall Area		
083	Heat Detector	1st Floor Phase 2 Men's Restroom Toilet	Rate-of-Rise	15928917
		Stall Area		
084	Heat Detector	1st Floor Phase 2 Women's Restroom	Rate-of-Rise	15928932
		Sink Area		
085	Heat Detector	1st Floor Phase 2 Men's Restroom Sink	Rate-of-Rise	15928916
		Area		
086	Heat Detector	1st Floor Phase 2 Custodial Closet By	Rate-of-Rise	15928934
		Restrooms		
087	Smoke Detector	1st Floor Phase 2 Security Office	Photoelectric	15928923
088	Heat Detector	1st Floor Phase 2 Slot Tech Office	Rate-of-Rise	15928926
089	Smoke Detector	1st Floor Phase 2 Custodial Storage	Photoelectric	15928925
		Room		
090	Smoke Detector	1st Floor Phase 2 Custodial Storage	Photoelectric	15928924
		Vestibule		
091	Smoke Detector	1st Floor Phase 2 Cashier Booth 2 Of 2	Photoelectric	15928921
092	Smoke Detector	1st Floor Phase 2 Mini-Vault	Photoelectric	15928968
093	Smoke Detector	1st Floor Phase 2 Cashier Booth 1 Of 2	Photoelectric	15928920
094	Duct Detector	1st Floor Phase 2 Above Ceiling By	Photoelectric	15929009
		Cashier 22' South Of Entrance, 20' From		
		North Corner Of Cashier Window		
095	Duct Detector	1st Floor Phase 2 Above Ceiling Between	Photoelectric	15929014
		Cashier And Center Column 20' South Of		
		West End Of Main Entrance		
096	Heat Detector	1st Floor Phase 2 Vestibule A103 Above	Rate-of-Rise	15928901
		Ceiling		
097	Smoke Detector	1st Floor Phase 2 Vestibule A103 Closet	Photoelectric	15928967
098	Smoke Detector	1st Floor Phase 2 In Electrical Room	Photoelectric	15928899

		A101A		
099	Smoke Detector	1st Floor Phase 2 In Electrical Room	Photoelectric	15928898
		A101A Above FACP		
100	Smoke Detector	1st Floor Phase 2 Man Trap Behind Cashier	Photoelectric	15928922
101	Pull Station	1st Floor Phase 2 Vestibule A117 By Restrooms	Single Action	15928915
102	Pull Station	1st Floor Phase 2 Lobby By Vestibule A103	Single Action	15928900
103	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 By Security Booth	Photoelectric	15928913
104	Smoke Detector	1st Floor Phase 2 Gaming Floor A100 5 Of 6	Photoelectric	15928911
105	Heat Detector	Mezzanine Phase 2 Boiler Room Above Beverage Kitchen 1 Of 2	Rate-of-Rise	15928929
106	Heat Detector	Mezzanine Phase 2 Boiler Room Above Beverage Kitchen 2 Of 2	Rate-of-Rise	15928930
107	Pull Station	1st Floor Phase 1 Loomis Man Trap	Single Action	15928976
108	Pull Station	1st Floor Phase 1 Employee Entrance / Breakroom	Single Action	15928978
109	Pull Station	1st Floor Phase 4 Countryville Kitchen Back Emergency Exit	Single Action	15928918
110	Heat Detector	1st Floor Phase 1 Men's Restroom	Rate-of-Rise	15928993
111	Heat Detector	1st Floor Phase 1 Women's Restroom	Rate-of-Rise	15928992
112	Heat Detector	1st Floor Phase 1 Electrical Closet By Poker Room	Rate-of-Rise	15928988
113	Smoke Detector	1st Floor Phase 1 Gaming Floor 3 Of 8	Photoelectric	15928994
114	Smoke Detector	1st Floor Phase 1 Gaming Floor 2 Of 8	Photoelectric	15928998
115	Smoke Detector	1st Floor Phase 1 Gaming Floor 1 Of 8	Photoelectric	15929000
116	Smoke Detector	1st Floor Phase 1 VIP Lounge	Photoelectric	15929001
117	Smoke Detector	1st Floor Phase 1 Gaming Floor 4 Of 8	Photoelectric	15928995
118	Smoke Detector	1st Floor Phase 1 Gaming Floor 7 Of 8	Photoelectric	15928997
119	Smoke Detector	1st Floor Phase 1 Cashier Booth 1 Of 2	Photoelectric	15928973
120	Smoke Detector	1st Floor Phase 1 Gaming Area 5 Of 8	Photoelectric	15928991
121	Smoke Detector	1st Floor Phase 1 Gaming Area 6 Of 8	Photoelectric	15928990
122	Smoke Detector	1st Floor Phase 1 Gaming Floor Entrance Lobby	Photoelectric	15929002
124	Smoke Detector	1st Floor Phase 1 Hallway By Offices	Photoelectric	15928985
125	Smoke Detector	1st Floor Phase 1 Cage Vault Manager Office	Photoelectric	15928987
126	Smoke Detector	1st Floor Phase 1 Server Room Through Observation	Photoelectric	15928982
127	Smoke Detector	1st Floor Phase 1 Training Room	Photoelectric	15928977
128	Smoke Detector	1st Floor Phase 1 Soft Count Room	Photoelectric	15928971
129	Pull Station	1st Floor Phase 4 Exit In Countryville Bar	Single Action	15928996
130	Pull Station	1st Floor Phase 1 Gaming Floor Lobby Entrance	Single Action	15929003
131	Smoke Detector	1st Floor Phase 1 Vault	Photoelectric	15928975
132	Smoke Detector	1st Floor Phase 1 Cashier Booth 2 Of 2	Photoelectric	15928974
133	Smoke Detector	1st Floor Phase 1 Gaming Floor 8 Of 8 By Cashier	Photoelectric	15929004
134	Smoke Detector	1st Floor Phase 1 Man Trap Behind Cashier	Photoelectric	15928972

136	Smoke Detector	1st Floor Phase 1 Breakroom By Observation	Photoelectric	15928983
137	Smoke Detector	1st Floor Phase 1 Riser Room By Observation	Photoelectric	15928984
138	Smoke Detector	1st Floor Phase 1 Hard/Soft Count Manager Office	Photoelectric	15928979
139	Smoke Detector	1st Floor Phase 1 Copy/Fax Room	Photoelectric	15928980
140	Smoke Detector	1st Floor Phase 1 / Phase 3 Rampway	Photoelectric	15928999
143	Smoke Detector	1st Floor Phase 1 Custodial Closet By Men's Restroom	Photoelectric	15929007
144	Smoke Detector	1st Floor Phase 1 Custodial Supervisor Office	Photoelectric	15928981
145	Smoke Detector	1st Floor Phase 1 Office Next To Breakroom	Photoelectric	15928986
146	Pull Station	1st Floor Phase 4 Entrance By Countryville Bar	Photoelectric	31992017
147	Pull Station	1st Floor Phase 4 Outside Boiler Room		34220321
153	Smoke Detector	1st Floor Phase 4 Countryville Bar Center Ceiling Above Plenum		34220325

Fire Alarm and Life Safety System Inspection Certificate

For

Oneida IMAC/Bingo Hall
2100 Airport Drive
Green Bay, WI 54313

Tested to NFPA 72 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Sep 12, 2016

Building: Oneida IMAC/Bingo Hall

Contact: Tim Skenandore
Title: Facilities Director

Company: Communications Engineering Company - Green
Bay


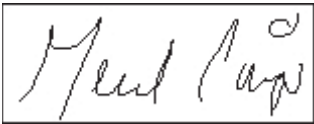
Contact: Gary Peterman
Title: Senior Inspector

Executive Summary

Generated by: BuildingReports.com

Building Information		
Building: Oneida IMAC/Bingo Hall	Contact: Tim Skenandore	
Address: 2100 Airport Drive	Phone: 920-494-4500	
Address:	Fax:	
City/State/Zip: Green Bay, WI 54313	Mobile: 920-819-1823	
Country: United States of America	Email: tskenan1@oneidanation.org	
Inspection Performed By		
Company: Communications Engineering Company - Green Bay	Inspector: Gary Peterman	
Address: 2200 American Blvd.	Phone: 920-434-9082	
Address:	Fax:	
City/State/Zip: De Pere, WI 54115	Mobile:	
Country: United States of America	Email: gpeterman@cecinfo.com	
System Control Unit		
Manufacturer: SimplexGrinnell	Inspection Date: 09/12/2016	IDC Style: B
Model Number: 4010	Install Date: 05/01/2003	SLC Style:
Software Version: 4.02.01	Version Date: 02/07/2014	NAC Style: Y
Location: 1st Floor In Room 152 In Room 154	Current Protection: Breaker	
Monitoring		
Company: COPS Monitoring	Phone: 877-509-0821	Account #: 100-2500
Central Station Signal Verification		
Type: Digital Communicator	Mfg: First Alert	Model #: FA2000C
Test Time/Date:	Restore Time	
Type of Signal	Signal Confirmation	Notes
Type: Alarm Signal	Confirmed Time:	
Type: Alarm Restoral	Confirmed Time:	
Type: Trouble Signal	Confirmed Time:	
Type: Trouble Restoral	Confirmed Time:	
Type: Supervisory Signal	Confirmed Time:	
Type: Supervisory Restoral	Confirmed Time:	

Inspection Summary								
Category	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Supervisory	5	3.52%	0	0%	0	0%	0	0%
Monitor	6	4.23%	0	0%	0	0%	0	0%
Initiating	109	76.76%	2	1.83%	2	100.00%	0	0%
Indicating	3	2.11%	1	33.33%	1	100.00%	0	0%
Alarm	1	0.70%	0	0%	0	0%	0	0%
Control	18	12.68%	2	11.11%	2	100.00%	0	0%
Totals	142	100%	5	3.52%	5	100.00%	0	0%

Certification	
Company: Communications Engineering Company - Green Bay	Building: Oneida IMAC/Bingo Hall
Inspector: Gary Peterman	Contact: Tim Skenandore
	
Signed: Sep 12, 2016 10:09:21 AM	Signed: Sep 12, 2016 10:12:42 AM

Notes & Recommendations

Generated by: BuildingReports.com

Building: Oneida IMAC/Bingo Hall

The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by Category.

General Note

Monthly Per NFPA 72, 2007 ed, Figure 10-4.2.2

Inspection & Testing

Generated by: BuildingReports.com

Building: Oneida IMAC/Bingo Hall	Control Panel: 1 - SimplexGrinnell 4010
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The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.

Device Type	Location	Service	Time	Date
<i>Passed</i>				
Control				
Control Panel	1st Floor In Room 152 In Room 154	Visual & Functional, Passed	10:07:15 AM	09/12/2016
Disconnect	1st Floor In Room 152 In Room 154	Visual & Functional, Passed	10:07:24 AM	09/12/2016
Indicating				
Indicating Device	1st Floor In Room 154 Functional Test Of Alarm, Supervisory, Trouble, Monitor And Reset	Visual & Functional, Passed	10:07:20 AM	09/12/2016
Initiating				
Pull Station	1st Floor In Main/Bus Lobby 1 of 2	Visual & Functional, Passed	10:08:34 AM	09/12/2016
Smoke Detector	1st Floor In Main/Bus Lobby	Visual & Functional, Passed	10:09:11 AM	09/12/2016

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Alarm				
Kitchen Hood	1st Floor In Kitchen			
Control				
Annunciator	1st Floor Security Desk			
Battery	1st Floor In Room 152 In Room 154 In BPS Left Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-10Ah			
Battery	1st Floor In Room 152 In Room 154 In BPS Right Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-10Ah			
Battery	1st Floor In Room 152 In Room 154 In Communicator Sim. 30 Min. Discharge/Load Voltage Tests 12V-8Ah			
Battery	1st Floor In Room 152 In Room 154 In FACP			

Device Type	Location	Service	Time	Date
Untested				
Battery	Left Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-12Ah 1st Floor In Room 152 In Room 154 In FACP			
Battery	Right Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-12Ah 1st Floor In Room 152 In Room 154 In Handset			
Battery	Left Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-8Ah 1st Floor In Room 152 In Room 154 In Handset			
Communication Line	Right Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-8Ah 1st Floor In Room 152 In Room 154 Disconnect Test Line 1			
Communication Line	1st Floor In Room 152 In Room 154 Disconnect Test Line 2			
Communicator Handset	1st Floor In Room 152 In Room 154 1st Floor In Room 152 In Room 154 Right Of FACP			
Power Supply	1st Floor In Room 152 In Room 154 Above FACP			
Power Supply	1st Floor In Room 152 In Room 154 Main FACP Charger 120V/24V			
Power Supply	1st Floor In Room 152 In Room 154 Right Of FACP. Charger Test 120V/24V			
Power Supply	1st Floor In Room 152 In Room 154. Communicator Charger Test 120V/24V			
Indicating				
Speaker/Strobe	1st Floor In Main/Bus Lobby - 38 Total Speaker/Strobes			
Strobe	1st Floor In Mens Restroom By Fun Club - 11 Total			
Initiating				
Duct Detector	1st Floor Room 164 In Off Track Betting			
Duct Detector	1st Floor In Room 140			
Duct Detector	1st Floor In Room 197			
Duct Detector	1st Floor In Gaming Floor In Table Training By SE Vent			
Duct Detector	1st Floor In Bingo Hall Mechanical Room 111			
Duct Detector	1st Floor Jungle Room Mechanical Room 179			
Duct Detector	1st Floor Main Gaming Floor 1 of 4			
Duct Detector	1st Floor Main Gaming Floor 2 of 4			
Duct Detector	1st Floor Main Gaming Floor 3 of 4			
Duct Detector	1st Floor Main Gaming Floor 4 of 4			
Duct Detector	1st Floor Room 119 Mechanical In Bingo Hall			
Duct Detector	1st Floor Room 175 In Room 176			
Duct Detector	2nd Floor In Room 197			
Duct Detector	2nd Floor In Kitchen Mechanical			
Duct Detector	2nd Floor Thru Derby Room Across From Boiler Room			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Duct Detector	2nd Floor Thru Derby Room In Mech Room			
Heat Detector	1st Floor In Derby Room 1 of 3			
Heat Detector	1st Floor In Derby Room 2 of 3			
Heat Detector	1st Floor In Derby Room 3 of 3			
Heat Detector	1st Floor In Jungle Room 1 of 4			
Heat Detector	1st Floor In Jungle Room 2 of 4			
Heat Detector	1st Floor In Jungle Room 3 of 4			
Heat Detector	1st Floor In Jungle Room 4 of 4			
Heat Detector	1st Floor In Kitchen By Main Gaming Floor			
Heat Detector	1st Floor In Main Bingo Hall 1 of 7			
Heat Detector	1st Floor In Main Bingo Hall 2 of 7			
Heat Detector	1st Floor In Main Bingo Hall 3 of 7			
Heat Detector	1st Floor In Main Bingo Hall 4 of 7			
Heat Detector	1st Floor In Main Bingo Hall 5 of 7			
Heat Detector	1st Floor In Main Bingo Hall 6 of 7			
Heat Detector	1st Floor In Main Bingo Hall 7 of 7			
Heat Detector	1st Floor In Room 183 Soda Counter			
Heat Detector	1st Floor In Kitchen By Bingo Hall			
Heat Detector	1st Floor In Kitchen By Bingo Hall In Hall By Storage			
Initiating Device	1st Floor Room 164 In Off Track Betting			
Initiating Device	1st Floor In Room 140			
Initiating Device	1st Floor In Bingo Hall Mechanical Room 111			
Initiating Device	1st Floor Jungle Room Mechanical Room 179			
Initiating Device	1st Floor Room 119 Mechanical In Bingo Hall			
Initiating Device	1st Floor Room 175 In Room 176			
Initiating Device	2nd Floor In Kitchen Mechanical			
Initiating Device	2nd Floor Thru Derby Room Across From Boiler Room			
Initiating Device	2nd Floor Thru Derby Room In Mech Room			
Pull Station	1st Floor Main Gaming Area SE Exit			
Pull Station	1st Floor In Bingo Hall NE Exit			
Pull Station	1st Floor In Bingo Office Hall NE Exit			
Pull Station	1st Floor In Breakroom By Main Gaming Floor			
Pull Station	1st Floor In East Entrance Lobby 1 of 2			
Pull Station	1st Floor In East Entrance Lobby 2 of 2			
Pull Station	1st Floor In Exit By Table Game Training			
Pull Station	1st Floor In Exit In Kitchen By Main Gaming Floor			
Pull Station	1st Floor In Exit By Hard Count			
Pull Station	1st Floor In Exit By Room 164			
Pull Station	1st Floor In Exit By Room 166			
Pull Station	1st Floor In Exit By Room 173 Breakroom			
Pull Station	1st Floor In Kitchen By Bingo Hall East Exit			
Pull Station	1st Floor In Main Gaming Floor By NE Exit			
Pull Station	1st Floor In Main Gaming Floor By West Exit 1 of 2			
Pull Station	1st Floor In Main Gaming Floor By West Exit 2 of 2			
Pull Station	1st Floor In Main/Bus Lobby 2 of 2			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Pull Station	1st Floor Jungle Room Mechanical Room 179 Exit			
Smoke Detector	1st Floor Bingo Hall Mechanical Room 119/Phone Room			
Smoke Detector	1st Floor Electrical Room 166 By Bingo West Exit			
Smoke Detector	1st Floor Hall By Restrooms By Entrance To Game Floor			
Smoke Detector	1st Floor In Breakroom By Main Gaming Floor			
Smoke Detector	1st Floor In Breakroom In Hall By Room 203			
Smoke Detector	1st Floor In Breakroom In Hall By Room 206			
Smoke Detector	1st Floor In Cage Vault Manager Office			
Smoke Detector	1st Floor In Hard Count			
Smoke Detector	1st Floor In Kitchen Storage Closet			
Smoke Detector	1st Floor In Lobby By Cashier 1 of 4			
Smoke Detector	1st Floor In Lobby By Cashier 2 of 4			
Smoke Detector	1st Floor In Lobby By Cashier 3 of 4			
Smoke Detector	1st Floor In Lobby By Cashier 4 of 4			
Smoke Detector	1st Floor In Main Vault Area			
Smoke Detector	1st Floor In Man Trap			
Smoke Detector	1st Floor In Room 102 DCU			
Smoke Detector	1st Floor In Room 134 Custodial Storage			
Smoke Detector	1st Floor In Room 140			
Smoke Detector	1st Floor In Room 141			
Smoke Detector	1st Floor In Room 143			
Smoke Detector	1st Floor In Room 149 In Hall By Room 151			
Smoke Detector	1st Floor In Room 173 Breakroom			
Smoke Detector	1st Floor In Room 175 In Room 176			
Smoke Detector	1st Floor In Room 197			
Smoke Detector	1st Floor In Smoke Shop			
Smoke Detector	1st Floor In Soft Count			
Smoke Detector	1st Floor In Table Game Training			
Smoke Detector	1st Floor In East Entrance Lobby			
Smoke Detector	1st Floor In Hall By Bingo Office Room 113			
Smoke Detector	1st Floor In Hall By Bingo Office Room 118			
Smoke Detector	1st Floor In Hall By Room 170			
Smoke Detector	1st Floor In Kitchen By Bingo Hall In Hall By Exit 128			
Smoke Detector	1st Floor In Kitchen By Bingo Hall In Hall By Room 130			
Smoke Detector	1st Floor In Kitchen Front Storage. By Main Gaming Room			
Smoke Detector	1st Floor In Room 152 In Room 154 Security Office			
Smoke Detector	1st Floor In Tech Office Room 176			
Smoke Detector	1st Floor In Bingo Hall Mechanical Room 111			
Smoke Detector	1st Floor In Room 142 Bingo Breakroom			
Smoke Detector	1st Floor Jungle Room Mechanical Room 179			
Smoke Detector	1st Floor Jungle Room Mechanical Room 179 In Room 178			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Smoke Detector	2nd Floor In Room 197			
Smoke Detector	2nd Floor Thru Derby Room Above Duct Work			
Smoke Detector	2nd Floor Thru Derby Room By Door To Boiler Room			
Smoke Detector	2nd Floor Thru Derby Room In Boiler Room			
Waterflow Switch	1st Floor In Kitchen In Room 131			
Waterflow Switch	1st Floor In Kitchen In Room 131			
Monitor				
Monitoring	1st Floor In Room 152 In Room 154 Alarm Restoral			
Monitoring	1st Floor In Room 152 In Room 154 Alarm Signal			
Monitoring	1st Floor In Room 152 In Room 154 Supervisory Restoral			
Monitoring	1st Floor In Room 152 In Room 154 Supervisory Signal			
Monitoring	1st Floor In Room 152 In Room 154 Trouble Restoral			
Monitoring	1st Floor In Room 152 In Room 154 Trouble Signal			
Supervisory				
Supervisory Device	1st Floor In Kitchen In Room 131			
Tamper Switch	1st Floor In Kitchen In Room 131			
Tamper Switch	1st Floor In Kitchen In Room 131			
Tamper Switch	1st Floor In Kitchen In Room 131			
Tamper Switch	1st Floor In Kitchen In Room 131			

Service Summary

Generated by: BuildingReports.com

Building: Oneida IMAC/Bingo Hall		
<i>The Service Summary section provides an overview of the services performed in this report.</i>		
Device Type	Service	Quantity
<i>Passed</i>		
Control Panel	Visual & Functional, Passed	1
Disconnect	Visual & Functional, Passed	1
Indicating Device	Visual & Functional, Passed	1
Pull Station	Visual & Functional, Passed	1
Smoke Detector	Visual & Functional, Passed	1
Total		5
<i>Untested</i>		
Annunciator		1
Battery		7
Communication Line		2
Communicator		1
Duct Detector		16
Handset		1
Heat Detector		18
Initiating Device		9
Kitchen Hood		1
Monitoring		6
Power Supply		4
Pull Station		18
Smoke Detector		44
Speaker/Strobe		1
Strobe		1
Supervisory Device		1
Tamper Switch		4
Waterflow Switch		2
Total		137

Inventory & Warranty Report

Generated by: *BuildingReports.com*

Building: Oneida IMAC/Bingo Hall	Control Panel: 1 - SimplexGrinnell 4010
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The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.

Device or Item	Category	% of Inventory	Quantity
Speaker/Strobe	Indicating	0.70%	1
Pull Station	Initiating	13.38%	19
Smoke Detector	Initiating	31.69%	45
Heat Detector	Initiating	12.68%	18
Strobe	Indicating	0.70%	1
Duct Detector	Initiating	11.27%	16
Annunciator	Control	0.70%	1
Monitoring	Monitor	4.23%	6
Power Supply	Control	2.82%	4
Tamper Switch	Supervisory	2.82%	4
Waterflow Switch	Initiating	1.41%	2
Supervisory Device	Supervisory	0.70%	1
Kitchen Hood	Alarm	0.70%	1
Initiating Device	Initiating	6.34%	9
Communicator	Control	0.70%	1
Communication Line	Control	1.41%	2
Battery	Control	4.93%	7
Handset	Control	0.70%	1
Control Panel	Control	0.70%	1
Indicating Device	Indicating	0.70%	1
Disconnect	Control	0.70%	1

Type	Qty	Model #	Description	Install Date
<i>In Service - 90 Days - 1 Year</i>				
Duracell				
Battery	2	12-12	Sealed Lead Acid	11/20/2015
Battery	1	12-8	Sealed Lead Acid	11/20/2015
<i>In Service - 1 Year to 2 Years</i>				
Duracell				
Battery	2	12-10	Sealed Lead Acid	07/02/2015
Battery	2	12-8	Sealed Lead Acid	01/05/2015
<i>In Service - 3 Years to 5 Years</i>				
SimplexGrinnell				
Duct Detector	9	4098-9714	Photoelectric	02/01/2013
Initiating Device	1		Key Test Switch	02/01/2013
Initiating Device	7		Keypress	02/01/2013
Initiating Device	1	4098-9714	Keypress	02/01/2013

<i>In Service - 5 Years to 10 Years</i>				
First Alert				
Communicator	1	FA2000C	Digital Communicator	12/08/2010
Monitoring	1	FA2000C	Alarm Restoral	12/08/2010
Monitoring	1	FA2000C	Alarm Signal	12/08/2010
Monitoring	1	FA2000C	Supervisory Restoral	12/08/2010
Monitoring	1	FA2000C	Supervisory Signal	12/08/2010
Monitoring	1	FA2000C	Trouble Restoral	12/08/2010
Monitoring	1	FA2000C	Trouble Signal	12/08/2010
Power Supply	1			12/08/2010
<i>In Service - 10 Years to 15 Years</i>				
SimplexGrinnell				
Smoke Detector	1	4098-9714	Photoelectric	05/17/2003
Ansul				
Kitchen Hood	1		Wet	05/01/2003
Faraday				
Speaker/Strobe	1	5518		05/01/2003
Strobe	1	5518		05/01/2003
Potter Electric				
Supervisory Device	1	PS40-2	Low Air	05/01/2003
Tamper Switch	4			05/01/2003
Waterflow Switch	1	PS10-2		05/01/2003
Waterflow Switch	1	VSC		05/01/2003
SimplexGrinnell				
Annunciator	1		LCD Display	05/01/2003
Communication Line	2	4010		05/01/2003
Control Panel	1	4010		05/01/2003
Duct Detector	7	4098-9714	Photoelectric	05/01/2003
Handset	1	4010		05/01/2003
Heat Detector	18	4098-9733	Rate-of-Rise	05/01/2003
Indicating Device	1	4010		05/01/2003
Power Supply	1			05/01/2003
Power Supply	1	4009		05/01/2003
Power Supply	1	4010		05/01/2003
Pull Station	19	4099-9001	Single Action	05/01/2003
Smoke Detector	44	4098-9714	Photoelectric	05/01/2003
SquareD				
Disconnect	1		Breaker	05/01/2003

Zone Address Report

Generated by: *BuildingReports.com*

Building: Oneida IMAC/Bingo Hall	Control Panel: 1 - SimplexGrinnell 4010
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The Zone Address Report lists all of the devices and items that have an individual address, or are grouped together under a common zone. The device type, location, and description are included for your reference.

Address	Device Type	Location	Type	ScanID
Zone/Circuit: M01				
	Duct Detector	1st Floor In Bingo Hall Mechanical Room 111	Photoelectric	22141706
	Initiating Device	1st Floor In Bingo Hall Mechanical Room 111	Keypad	22141707
001	Waterflow Switch	1st Floor In Kitchen In Room 131		22140061
002	Smoke Detector	1st Floor In Room 149 In Hall By Room 151	Photoelectric	19315819
003	Smoke Detector	1st Floor In Main/Bus Lobby	Photoelectric	19315815
004	Heat Detector	1st Floor In Main Bingo Hall 1 of 7	Rate-of-Rise	19315871
005	Pull Station	1st Floor In Exit By Room 166	Single Action	19315865
006	Heat Detector	1st Floor In Main Bingo Hall 2 of 7	Rate-of-Rise	19315872
007	Heat Detector	1st Floor In Main Bingo Hall 3 of 7	Rate-of-Rise	20148107
008	Pull Station	1st Floor In Exit By Room 173 Breakroom	Single Action	19315861
009	Smoke Detector	1st Floor In Room 142 Bingo Breakroom	Photoelectric	19315822
010	Pull Station	1st Floor In Exit By Hard Count	Single Action	19315848
011	Smoke Detector	1st Floor In Room 143	Photoelectric	19315821
012	Smoke Detector	1st Floor In East Entrance Lobby	Photoelectric	19315826
013	Smoke Detector	1st Floor In Room 134 Custodial Storage	Photoelectric	19315829
014	Smoke Detector	1st Floor In Kitchen By Bingo Hall In Hall By Room 130	Photoelectric	19315835
015	Smoke Detector	1st Floor In Kitchen By Bingo Hall In Hall By Exit 128	Photoelectric	19315834
016	Heat Detector	1st Floor In Kitchen By Bingo Hall In Hall By Storage	Rate-of-Rise	19315832
017	Smoke Detector	1st Floor In Kitchen Storage Closet	Photoelectric	19315833
018	Heat Detector	1st Floor In Kitchen By Bingo Hall	Rate-of-Rise	19315830
019	Heat Detector	1st Floor In Main Bingo Hall 7 of 7	Rate-of-Rise	19315877
020	Heat Detector	1st Floor In Main Bingo Hall 5 of 7	Rate-of-Rise	19315875
021	Heat Detector	1st Floor In Main Bingo Hall 4 of 7	Rate-of-Rise	19315874
022	Heat Detector	1st Floor In Main Bingo Hall 6 of 7	Rate-of-Rise	19315876
023	Smoke Detector	1st Floor In Hall By Bingo Office Room 118	Photoelectric	19315840
024	Smoke Detector	1st Floor In Hall By Bingo Office Room 113	Photoelectric	19315842
025	Smoke Detector	1st Floor In Cage Vault Manager Office	Photoelectric	19315844
026	Pull Station	1st Floor In Main/Bus Lobby 2 of 2	Single Action	19315818
027	Smoke Detector	1st Floor In Main Vault Area	Photoelectric	19315849
028	Smoke Detector	1st Floor In Hard Count	Photoelectric	19315845
029	Smoke Detector	1st Floor In Soft Count	Photoelectric	19315846

030	Smoke Detector	1st Floor In Smoke Shop	Photoelectric	19315870
031	Heat Detector	1st Floor In Derby Room 3 of 3	Rate-of-Rise	19315868
032	Smoke Detector	1st Floor In Man Trap	Photoelectric	19315847
033	Pull Station	1st Floor In East Entrance Lobby 2 of 2	Single Action	19315828
034	Heat Detector	1st Floor In Derby Room 2 of 3	Rate-of-Rise	19315867
035	Heat Detector	1st Floor In Derby Room 1 of 3	Rate-of-Rise	19315866
036	Pull Station	1st Floor In Kitchen By Bingo Hall East Exit	Single Action	19315908
037	Smoke Detector	1st Floor In Hall By Room 170	Photoelectric	19315858
038	Smoke Detector	1st Floor In Room 173 Breakroom	Photoelectric	19315860
039	Smoke Detector	1st Floor In Room 175 In Room 176	Photoelectric	19315863
040	Smoke Detector	1st Floor In Tech Office Room 176	Photoelectric	19315862
041	Heat Detector	1st Floor In Jungle Room 4 of 4	Rate-of-Rise	19315854
042	Heat Detector	1st Floor In Jungle Room 1 of 4	Rate-of-Rise	19315851
043	Pull Station	1st Floor In Bingo Hall NE Exit	Single Action	19315838
044	Pull Station	1st Floor In Bingo Office Hall NE Exit	Single Action	19315841
045	Heat Detector	1st Floor In Jungle Room 3 of 4	Rate-of-Rise	19315853
046	Heat Detector	1st Floor In Jungle Room 2 of 4	Rate-of-Rise	19315852
047	Smoke Detector	1st Floor Jungle Room Mechanical Room 179 In Room 178	Photoelectric	19315857
048	Smoke Detector	1st Floor Jungle Room Mechanical Room 179	Photoelectric	19315855
049	Smoke Detector	1st Floor In Lobby By Cashier 4 of 4	Photoelectric	19315881
050	Pull Station	1st Floor Jungle Room Mechanical Room 179 Exit	Single Action	19315856
051	Pull Station	1st Floor In Exit By Room 164	Single Action	19315869
052	Smoke Detector	1st Floor In Lobby By Cashier 1 of 4	Photoelectric	19315878
053	Smoke Detector	1st Floor In Lobby By Cashier 2 of 4	Photoelectric	19315879
054	Smoke Detector	1st Floor Hall By Restrooms By Entrance To Game Floor	Photoelectric	19315882
055	Smoke Detector	1st Floor In Breakroom By Main Gaming Floor	Photoelectric	19315892
056	Pull Station	1st Floor In Breakroom By Main Gaming Floor	Single Action	19315893
057	Smoke Detector	1st Floor In Room 152 In Room 154 Security Office	Photoelectric	19315814
058	Smoke Detector	1st Floor In Breakroom In Hall By Room 206	Photoelectric	19315894
059	Smoke Detector	1st Floor In Breakroom In Hall By Room 203	Photoelectric	19315895
060	Smoke Detector	1st Floor In Room 197	Photoelectric	19315896
061	Smoke Detector	1st Floor In Table Game Training	Photoelectric	19315887
062	Pull Station	1st Floor In Exit In Kitchen By Main Gaming Floor	Single Action	19315890
063	Pull Station	1st Floor In Main Gaming Floor By NE Exit	Single Action	19315886
064	Pull Station	1st Floor In Main Gaming Floor By West Exit 2 of 2	Single Action	19315885
065	Pull Station	1st Floor In Main Gaming Floor By West Exit 1 of 2	Single Action	19315884
066	Pull Station	1st Floor Main Gaming Area SE Exit	Single Action	19315910
067	Tamper Switch	1st Floor In Kitchen In Room 131		22140057
068	Tamper Switch	1st Floor In Kitchen In Room 131		22140054

069	Pull Station	1st Floor In Exit By Table Game Training	Single Action	19315888
070	Smoke Detector	1st Floor In Kitchen Front Storage. By Main Gaming Room	Photoelectric	19315891
071	Heat Detector	1st Floor In Kitchen By Main Gaming Floor	Rate-of-Rise	19315889
073	Duct Detector	2nd Floor In Kitchen Mechanical	Photoelectric	22141702
073	Initiating Device	2nd Floor In Kitchen Mechanical	Keyswitch	22141703
074	Duct Detector	1st Floor Room 119 Mechanical In Bingo Hall	Photoelectric	22141704
074	Initiating Device	1st Floor Room 119 Mechanical In Bingo Hall	Keyswitch	22141705
075	Heat Detector	1st Floor In Room 183 Soda Counter	Rate-of-Rise	19315850
076	Waterflow Switch	1st Floor In Kitchen In Room 131		22140071
077	Supervisory Device	1st Floor In Kitchen In Room 131	Low Air	22140072
080	Duct Detector	1st Floor Main Gaming Floor 1 of 4	Photoelectric	19315900
081	Duct Detector	1st Floor Main Gaming Floor 2 of 4	Photoelectric	19315901
082	Duct Detector	1st Floor Main Gaming Floor 3 of 4	Photoelectric	19315902
083	Duct Detector	1st Floor Main Gaming Floor 4 of 4	Photoelectric	19315903
084	Duct Detector	1st Floor Jungle Room Mechanical Room 179	Photoelectric	22141708
084	Initiating Device	1st Floor Jungle Room Mechanical Room 179	Keyswitch	22141709
085	Smoke Detector	2nd Floor Thru Derby Room By Door To Boiler Room	Photoelectric	19315905
086	Smoke Detector	2nd Floor Thru Derby Room In Boiler Room	Photoelectric	19315906
087	Smoke Detector	2nd Floor Thru Derby Room Above Duct Work	Photoelectric	19315907
088	Duct Detector	1st Floor In Room 197	Photoelectric	19315899
089	Duct Detector	1st Floor In Gaming Floor In Table Training By SE Vent	Photoelectric	19315904
090	Duct Detector	2nd Floor In Room 197	Photoelectric	19315897
091	Smoke Detector	1st Floor Electrical Room 166 By Bingo West Exit	Photoelectric	19315864
092	Smoke Detector	2nd Floor In Room 197	Photoelectric	19315898
093	Duct Detector	1st Floor Room 175 In Room 176	Photoelectric	22141710
093	Initiating Device	1st Floor Room 175 In Room 176	Keyswitch	22141711
094	Duct Detector	1st Floor In Room 140	Photoelectric	22141700
094	Initiating Device	1st Floor In Room 140	Key Test Switch	39640131
096	Tamper Switch	1st Floor In Kitchen In Room 131		22140081
096	Tamper Switch	1st Floor In Kitchen In Room 131		22141658
097	Smoke Detector	1st Floor In Lobby By Cashier 3 of 4	Photoelectric	19315880
098	Smoke Detector	1st Floor In Room 140	Photoelectric	19315824
099	Smoke Detector	1st Floor Bingo Hall Mechanical Room 119/Phone Room	Photoelectric	19315839
100	Pull Station	1st Floor In East Entrance Lobby 1 of 2	Single Action	19315827
101	Smoke Detector	1st Floor In Room 141	Photoelectric	19315823
102	Smoke Detector	1st Floor In Room 102 DCU	Photoelectric	36670820
105	Smoke Detector	1st Floor In Bingo Hall Mechanical Room 111	Photoelectric	19315843
107	Pull Station	1st Floor In Main/Bus Lobby 1 of 2	Single Action	19315816
108	Duct Detector	2nd Floor Thru Derby Room In Mech Room	Photoelectric	22141716

108	Initiating Device	2nd Floor Thru Derby Room In Mech Room	Keyswitch	22141717
109	Duct Detector	2nd Floor Thru Derby Room Across From Boiler Room	Photoelectric	22141714
109	Initiating Device	2nd Floor Thru Derby Room Across From Boiler Room	Keyswitch	22141715
110	Duct Detector	1st Floor Room 164 In Off Track Betting	Photoelectric	22141712
110	Initiating Device	1st Floor Room 164 In Off Track Betting	Keyswitch	22141713
249	Speaker/Strobe	1st Floor In Main/Bus Lobby - 38 Total Speaker/Strobes		19315817
249	Strobe	1st Floor In Mens Restroom By Fun Club - 11 Total		19315883

Sprinkler Inspection Certificate

For

Oneida IMAC/Bingo Hall
2100 Airport Drive
Green Bay, WI 54313

Tested to NFPA 25 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Jul 8, 2016

Building: Oneida IMAC/Bingo Hall

Contact: Tim Skenandore
Title: Facilities Director

Company: Communications Engineering Company - Green
Bay

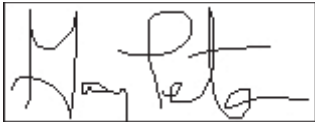

Contact: Gary Peterman
Title: Senior Inspector

Executive Summary

Generated by: BuildingReports.com

Building Information			
Building: Oneida IMAC/Bingo Hall	Contact: Tim Skenandore		
Address: 2100 Airport Drive	Phone: 920-494-4500		
Address:	Fax:		
City/State/Zip: Green Bay, WI 54313	Mobile: 920-819-1823		
Country: United States of America	Email: tskenan1@oneidanation.org		
Inspection Performed By			
Company: Communications Engineering Company - Green Bay	Inspector: Gary Peterman		
Address: 2200 American Blvd.	Phone: 920-434-9082		
Address:	Fax:		
City/State/Zip: De Pere, WI 54115	Mobile:		
Country: United States of America	Email: gpeterman@cecinfo.com		
System Control Unit			
System Type	System Location	Protected Area	Devices
Dry Pipe	Sprinkler Head Inspection	Bingo Hall	3
Dry Pipe	Storage Room System 1	Bingo Hall	15
Service Main	Front Parking Lot	Building	1
Service Main	Rear Parking Lot	Building	1
Wet Pipe	Sprinkler Head Inspection	Building	2
Wet Pipe	Storage Room System 2	Bingo Hall	21
Wet Pipe	Storage	Building	14

Inspection Summary								
Category	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Valve	14	24.56%	14	100.00%	14	100.00%	0	0%
Hose	4	7.02%	4	100.00%	4	100.00%	0	0%
Device	10	17.54%	10	100.00%	10	100.00%	0	0%
Pump	2	3.51%	2	100.00%	2	100.00%	0	0%
Sprinkler	17	29.82%	17	100.00%	17	100.00%	0	0%
Alarm	10	17.54%	10	100.00%	10	100.00%	0	0%
Totals	57	100%	57	100.00%	57	100.00%	0	0%

Certification	
Company: Communications Engineering Company - Green Bay Inspector: Gary Peterman  Signed: Jul 7, 2016 3:06:42 PM	Building: Oneida IMAC/Bingo Hall Contact: Tim Skenandore  Signed: Jul 8, 2016 9:09:03 AM

Inspection & Testing

Generated by: BuildingReports.com

Building: Oneida IMAC/Bingo Hall				
<p><i>The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.</i></p>				
Device Type	Location	Service	Time	Date
<i>Passed</i>				
Sprinkler Head Inspection Dry Pipe, Bingo Hall				
Communicator	1st Floor DCU Room	Restored @ 09:10:00	9:08:26 AM	07/08/2016
Fast Response	Installed 1994 - Due Every 20 Years	Visual, Passed	2:57:41 PM	07/07/2016
Fast Response	Inspection Of All Visible Sprinkler Heads	Visual, Passed	2:58:23 PM	07/07/2016
Storage Room System 1 Dry Pipe, Bingo Hall				
Pressure Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:50:32 PM	07/07/2016
Tamper Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:46:48 PM	07/07/2016
Waterflow Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:55:10 PM	07/07/2016
Drain	1st Floor West Penthouse Stairwell In Off Track Betting Low Point Drained	Visual & Functional, Passed	7:53:13 AM	07/08/2016
Drain	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	8:14:43 AM	07/08/2016
Gauge	1st Floor Storage Behind Kitchen In Bingo Hall Installed 2012	Visual & Functional, Passed	2:50:57 PM	07/07/2016
Gauge	1st Floor Storage Behind Kitchen In Bingo Hall Installed 2012	Visual & Functional, Passed	2:56:52 PM	07/07/2016
Gauge	1st Floor Storage Behind Kitchen In Bingo Hall Installed 2012	Visual & Functional, Passed	2:56:59 PM	07/07/2016
Quick Opening Device	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:50:46 PM	07/07/2016
Air Compressor	1st Floor Storage Behind Kitchen In Bingo Hall 10 Gallon	Visual & Functional, Passed	2:49:49 PM	07/07/2016
Air Maintenance Device	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:46:42 PM	07/07/2016

Device Type	Location	Service	Time	Date
Sprinkler Box Spares	1st Floor Storage Behind Kitchen In Fast Attic Brass 212 1/2	Visual, Passed	2:58:01 PM	07/07/2016
Control Valve	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:46:50 PM	07/07/2016
Dry Pipe Valve	1st Floor Storage Behind Kitchen In Bingo Hall Hydraulic Nameplate Present Internal Clapper Was Trip Tested And Reset 7/8/2016	Visual & Functional, Passed	8:26:34 AM	07/08/2016
Inspector's Test	1st Floor Mechanical Room 164 In Off Track Betting Low Point Drained	Visual & Functional, Passed	8:13:37 AM	07/08/2016
Front Parking Lot Service Main, Building				
Fire Hydrant	Ground Front Parking Lot By Bingo Entrance Used Hose And Monster	Visual & Functional, Passed	9:00:45 AM	07/08/2016
Rear Parking Lot Service Main, Building				
Fire Hydrant	Ground Rear Parking Lot Used Hose And Monster	Visual & Functional, Passed	8:50:53 AM	07/08/2016
Sprinkler Head Inspection Wet Pipe, Building				
Standard Response	Inspection Of All Visible Sprinkler Heads	Visual, Passed	8:56:10 AM	07/08/2016
Standard Response	Installed 1994 - Due Every 50 Years	Visual, Passed	8:56:17 AM	07/08/2016
Storage Wet Pipe, Building				
Tamper Switch	1st Floor Non Smoking Breakroom Closet	Visual & Functional, Passed	8:57:12 AM	07/08/2016
Waterflow Switch	1st Floor Non Smoking Breakroom Closet 4 Inch	Visual & Functional, Passed	9:04:39 AM	07/08/2016
Drain	1st Floor Non Smoking Breakroom Closet Annually Tested July	Visual & Functional, Passed	8:53:44 AM	07/08/2016
Gauge	1st Floor Non Smoking Breakroom Closet Installed 2014	Visual & Functional, Passed	8:54:52 AM	07/08/2016
Fire Dep't Connection	1st Floor Non Smoking Breakroom Closet	Visual & Functional, Passed	8:56:09 AM	07/08/2016
Piping	1st Floor Non Smoking Breakroom Closet Hydraulic Nameplate Present 5 Year Done 2014	Visual, Passed	8:53:41 AM	07/08/2016
Sprinkler Box	1st Floor Non Smoking Breakroom Closet	Visual, Passed	8:55:03 AM	07/08/2016
Sprinkler Box Spares	1st Floor Non Smoking Breakroom Closet Standard Pendant Chrome 155 1/2	Visual, Passed	8:55:17 AM	07/08/2016
Sprinkler Box Spares	1st Floor Non Smoking Breakroom Closet Standard Upright Brass 155 1/2	Visual, Passed	8:56:08 AM	07/08/2016
Wrenches	1st Floor Non Smoking Breakroom Closet	Visual, Passed	8:55:07 AM	07/08/2016
Check Valve	1st Floor Non Smoking Breakroom Closet Swing Type - No Key Required 5 Year Done 2014	Visual, Passed	8:56:04 AM	07/08/2016
Check Valve	1st Floor Non Smoking Breakroom Closet Wafer	Visual, Passed	8:56:46 AM	07/08/2016

Device Type	Location	Service	Time	Date
Control Valve	Type - Key Required 5 Year Done 2014 1st Floor Non Smoking Breakroom Closet	Visual & Functional, Passed	8:57:22 AM	07/08/2016
Inspector's Test	1st Floor The Gathering Rear Entrance	Visual & Functional, Passed	9:04:20 AM	07/08/2016
Storage Room System 2 Wet Pipe, Bingo Hall				
Tamper Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:26:51 PM	07/07/2016
Tamper Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:27:16 PM	07/07/2016
Tamper Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:31:24 PM	07/07/2016
Waterflow Switch	1st Floor Storage Behind Kitchen In Bingo Hall 6 Inch	Visual & Functional, Passed	2:35:25 PM	07/07/2016
Drain	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:36:32 PM	07/07/2016
Gauge	1st Floor Storage Behind Kitchen In Bingo Hall Installed 2012	Visual & Functional, Passed	2:35:28 PM	07/07/2016
Fire Dep't Connection	1st Floor Outside Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:57:59 PM	07/07/2016
Piping	1st Floor Storage Behind Kitchen In Bingo Hall Hydraulic Nameplate Present	Visual, Passed	2:38:34 PM	07/07/2016
Sprinkler Box	1st Floor Storage Behind Kitchen In Bingo Hall	Visual, Passed	2:55:20 PM	07/07/2016
Sprinkler Box Spares	1st Floor Storage Behind Kitchen In Fast Concealed Pendent Brass 155 1/2	Visual, Passed	2:57:58 PM	07/07/2016
Sprinkler Box Spares	1st Floor Storage Behind Kitchen In Fast Pendant Chrome 155 1/2	Visual, Passed	2:58:02 PM	07/07/2016
Sprinkler Box Spares	1st Floor Storage Behind Kitchen In Fast Upright Brass 155 1/2	Visual, Passed	2:58:08 PM	07/07/2016
Sprinkler Box Spares	1st Floor Storage Behind Kitchen In Fast Pendant Chrome 212 1/2	Visual, Passed	2:58:15 PM	07/07/2016
Wrenches	1st Floor Storage Behind Kitchen In Bingo Hall	Visual, Passed	2:55:24 PM	07/07/2016
Backflow Prevention	1st Floor Storage Behind Kitchen In Bingo Hall Serial LJ0470 Flow 533 GPM	Visual & Functional, Passed	9:04:54 AM	07/08/2016
Check Valve	1st Floor Storage Behind Kitchen In Bingo Hall Swing Type - No Key Required 5 Year Done 9/21/12	Visual, Passed	2:38:31 PM	07/07/2016
Control Valve	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional, Passed	2:26:39 PM	07/07/2016
Control Valve	1st Floor Storage Behind Kitchen In Bingo Hall	Visual & Functional,	2:27:13 PM	07/07/2016

Device Type	Location	Service	Time	Date
Control Valve	1st Floor Storage Behind Kitchen In Bingo Hall	Passed Visual & Functional, Passed	2:31:20 PM	07/07/2016
Inspector's Test	1st Floor Storage Behind Kitchen In Bingo Hall	Passed Visual & Functional, Passed	2:37:34 PM	07/07/2016
Inspector's Test	1st Floor Employee Entrance In Smoking Breakroom	Visual & Functional, Passed	7:44:30 AM	07/08/2016

Wet Pipe Fire Sprinkler Systems

Generated by: BuildingReports.com

Building: Oneida IMAC/Bingo Hall				Sprinkler Head Inspection, Building			
<i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i>							
Devices							
Standard Response							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091542
Location				Description			
Inspection Of All Visible Sprinkler Heads							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091543
Location				Description			
Installed 1994 - Due Every 50 Years							

Building: Oneida IMAC/Bingo Hall				Storage Room System 2, Bingo Hall			
<p><i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i></p>							
<i>Alarms</i>							
Tamper Switch							
Type	Description	Manufacturer	Sec	Zone/Address	OK	ScanID	
Control Valve	Supervisory	Victaulic		1, M1, 068	<input checked="" type="checkbox"/>	22140054	
Control Valve	Supervisory	Victaulic		1, M1, 067	<input checked="" type="checkbox"/>	22140057	
Lever	Supervisory	System Sensor		1, M1, 096	<input checked="" type="checkbox"/>	22141658	
Waterflow Switch							
Type	Manufacturer	Model #	Sec	Size	Zone/Address	OK	ScanID
Vane	Potter Electric	VSC	40	4"	1, M1, 001	<input checked="" type="checkbox"/>	22140061
<i>Components</i>							
Backflow Prevention							
Manufacturer	Model #	Size	Type	Service Type		Install Date	
Ames	Colt 200	6"	Double Check			09/21/2012	
Location		Water Purveyor		Meter Account #		Serial Number	
1st Floor Storage Behind Kitchen In Bingo Hall Serial LJ0470 Flow 533 GPM							
Initial Test							
Check Valve 1		Check Valve 2		Relief Valve		Pressure Vacuum Breaker	
Held At		Repairs or Notes					
Final Test							
Check Valve 1		Check Valve 2		Relief Valve		Pressure Vacuum Breaker	
4.2		4.8					
Held At		Condition of Control Valve 1			Condition of Control Valve 2		
		Closed Tight			Closed Tight		
Check Valve							
Type	Location				Size	OK	ScanID
Grooved	1st Floor Storage Behind Kitchen In Bingo Hall Swing Type - No Key Required 5 Year Done 9/21/12				4"	<input checked="" type="checkbox"/>	22140077
Control Valve							
Type	Manufacturer	Size	Position	Status	OK	ScanID	
Butterfly	Victaulic	6"	Open	Supervised	<input checked="" type="checkbox"/>	22140053	
Butterfly	Victaulic	6"	Open	Supervised	<input checked="" type="checkbox"/>	22140056	
OS&Y	Kennedy	6"	Open	Supervised	<input checked="" type="checkbox"/>	22141657	

Inspector's Test							
Manufacturer	Model #	Pressure psi	Trip Time Sec	Flow Sec	OK	ScanID	
		N/A	N/A	45	<input checked="" type="checkbox"/>	22140064	
		N/A	N/A	60	<input checked="" type="checkbox"/>	22140083	
<i>Devices</i>							
Drain							
Current Inspection							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	55	55	45	5	p	22140063
Previous Inspections							
April 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	60	60	45		p	22140063
January 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	55	55	45		p	22140063
Fire Dep't Connection							
Location	Type	BallDrip	Rotating Swivels	Size	OK	ScanID	
1st Floor Outside Storage Behind Kitchen In Bingo Hall	Siamese	Yes	Yes	4"	<input checked="" type="checkbox"/>	17448116	
Gauge							
Type	Location	Static psi	Fill Type	Size	OK	ScanID	
System Pressure	1st Floor Storage Behind Kitchen In Bingo Hall Installed 2012	50		1/4	<input checked="" type="checkbox"/>	22140062	
Piping							
Location	Type	Size	Service Date	Internal Inspection Due Date			
1st Floor Storage Behind Kitchen In Bingo Hall Hydraulic Nameplate Present	Steel	4	12/31/1969	12/31/1969			
Hangers	Braces	Fittings	Identified	Antifreeze	ScanID		
Normal	Normal		Tagged		22140058		
Sprinkler Box							
Qty	Tool Available?	Size	Manufacturer	Location	OK	ScanID	
1	Yes	12 unit		1st Floor Storage Behind Kitchen In Bingo Hall	<input checked="" type="checkbox"/>	17448110	
Sprinkler Box Spares							
Qty	Type	KFactor	Manufacturer	Location	OK	ScanID	
2	Concealed Pendant		Tyco	1st Floor Storage Behind Kitchen In Fast Concealed Pendant Brass 155 1/2	<input checked="" type="checkbox"/>	22140079	
4	Pendant		Tyco	1st Floor Storage Behind Kitchen In Fast Pendant Chrome 155 1/2	<input checked="" type="checkbox"/>	17448112	

4	Upright		Tyco	1st Floor Storage Behind Kitchen In Fast Upright Brass 155 1/2	<input checked="" type="checkbox"/>	17448113
2	Pendant		Tyco	1st Floor Storage Behind Kitchen In Fast Pendant Chrome 212 1/2	<input checked="" type="checkbox"/>	22140078
Wrenches						
Qty	Type	Manufacturer	Location	OK	ScanID	
2	Sprinkler		1st Floor Storage Behind Kitchen In Bingo Hall	<input checked="" type="checkbox"/>	17448111	

Building: Oneida IMAC/Bingo Hall				Storage, Building			
<i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i>							
<i>Alarms</i>							
Tamper Switch							
Type	Description	Manufacturer	Sec	Zone/Address	OK	ScanID	
Lever	Supervisory	System Sensor		1, M1, 095	<input checked="" type="checkbox"/>	17448134	
Waterflow Switch							
Type	Manufacturer	Model #	Sec	Size	Zone/Address	OK	ScanID
Vane	Potter Electric	VSR	35	4"	1, M1, 072	<input checked="" type="checkbox"/>	17448142
<i>Components</i>							
Check Valve							
Type	Location				Size	OK	ScanID
Grooved	1st Floor Non Smoking Breakroom Closet Swing Type - No Key Required 5 Year Done 2014				4"	<input checked="" type="checkbox"/>	17448136
Flanged	1st Floor Non Smoking Breakroom Closet Wafer Type - Key Required 5 Year Done 2014				4"	<input checked="" type="checkbox"/>	17448135
Control Valve							
Type	Manufacturer	Size	Position	Status	OK	ScanID	
OS&Y	Kennedy	4"	Open	Supervised	<input checked="" type="checkbox"/>	17448133	
Inspector's Test							
Manufacturer	Model #	Pressure psi	Trip Time Sec	Flow Sec	OK	ScanID	
		N/A	N/A	35	<input checked="" type="checkbox"/>	17448143	
<i>Devices</i>							
Drain							
Current Inspection							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	55	70	45	8	p	17448132
Previous Inspections							
April 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	70	70	50		p	17448132
January 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	70	70	50		p	17448132
Fire Dep't Connection							
Location	Type	BallDrip	Rotating Swivels	Size	OK	ScanID	
1st Floor Non Smoking Breakroom Closet	Siamese	Yes		4"	<input checked="" type="checkbox"/>	17448141	

Gauge						
Type	Location	Static psi	Fill Type	Size	OK	ScanID
System Pressure	1st Floor Non Smoking Breakroom Closet Installed 2014	55		1/4	<input checked="" type="checkbox"/>	17448131
Piping						
Location	Type	Size	Service Date	Internal Inspection Due Date		
1st Floor Non Smoking Breakroom Closet Hydraulic Nameplate Present 5 Year Done 2014	Steel	4	12/31/1969	12/31/1969		
Hangers	Braces	Fittings	Identified	Antifreeze	ScanID	
Normal	Normal		Tagged		17448130	
Sprinkler Box						
Qty	Tool Available?	Size	Manufacturer	Location	OK	ScanID
1	Yes	12 unit		1st Floor Non Smoking Breakroom Closet	<input checked="" type="checkbox"/>	17448137
Sprinkler Box Spares						
Qty	Type	KFactor	Manufacturer	Location	OK	ScanID
7	Pendant		Viking	1st Floor Non Smoking Breakroom Closet Standard Pendant Chrome 155 1/2	<input checked="" type="checkbox"/>	17448139
5	Upright		Viking	1st Floor Non Smoking Breakroom Closet Standard Upright Brass 155 1/2	<input checked="" type="checkbox"/>	17448140
Wrenches						
Qty	Type	Manufacturer	Location	OK	ScanID	
1	Sprinkler		1st Floor Non Smoking Breakroom Closet	<input checked="" type="checkbox"/>	17448138	

Dry Pipe Fire Sprinkler Systems

Generated by: *BuildingReports.com*

Building: Oneida IMAC/Bingo Hall					Sprinkler Head Inspection, Bingo Hall		
<i>A sprinkler system employing automatic sprinklers that are attached to a piping system containing air or nitrogen under pressure, the release of which, (as from the opening of a sprinkler) permits the water pressure to open a valve known as a dry pipe valve, and the water then flows into the piping system and out the opened sprinklers.</i>							
Alarms							
Devices							
Fast Response							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091540
Location				Description			
Installed 1994 - Due Every 20 Years							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091539
Location				Description			
Inspection Of All Visible Sprinkler Heads							

Building: Oneida IMAC/Bingo Hall				Storage Room System 1, Bingo Hall			
<p><i>A sprinkler system employing automatic sprinklers that are attached to a piping system containing air or nitrogen under pressure, the release of which, (as from the opening of a sprinkler) permits the water pressure to open a valve known as a dry pipe valve, and the water then flows into the piping system and out the opened sprinklers.</i></p>							
Air Compressor							
Location	Mfr.	Model #	Phase	On psi	Off psi	Serial No.	
1st Floor Storage Behind Kitchen In Bingo Hall 10 Gallon	Speedaire						
Type	Description	Rated Speed	Horsepower	Volts	Amps	OK	ScanID
Automatic	Tank					<input checked="" type="checkbox"/>	22140076
Gauges and Air Maintenance Devices							
Device Type	Model #	Location	Install Date	Pressure psi			
Air Maintenance Device		1st Floor Storage Behind Kitchen In Bingo Hall	09/21/2012	25			
Alarms							
Pressure Switch							
Type	Description	Manufacturer	Low	High	Zone/Address	OK	ScanID
Pressure Switch	Supervisory	System Sensor	22		1, M1, 077	<input checked="" type="checkbox"/>	22140072
Tamper Switch							
Type	Description	Manufacturer	Sec	Zone/Address	OK	ScanID	
Lever	Supervisory	System Sensor		1, M1, 096	<input checked="" type="checkbox"/>	22140081	
Waterflow Switch							
Type	Manufacturer	Model #	Sec	Size	Zone/Address	OK	ScanID
Pressure Switch	System Sensor	PS10-2			1, M1, 076	<input checked="" type="checkbox"/>	22140071
Components							
Control Valve							
Type	Manufacturer	Size	Position	Status	OK	ScanID	
OS&Y	Kennedy	6"	Open	Supervised	<input checked="" type="checkbox"/>	22140066	
Dry Pipe Valve							
Manufacturer	Model #	Serial #	Size	OK	ScanID		
Tyco	DPV-1		6"	<input checked="" type="checkbox"/>	22140065		
Air psi	Water psi	Position	Status	Trip psi	Trip Time Sec	Timing	
26	55			N/A	N/A		
Inspector's Test							
Manufacturer	Model #	Pressure psi	Trip Time Sec	Flow Sec	OK	ScanID	
Dry					<input checked="" type="checkbox"/>	22140082	
Devices							
Drain							
Current Inspection							

Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Sectional	1"	N/A	N/A	N/A		p	22140084
Previous Inspections							
April 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Sectional	1"	N/A	N/A	N/A		p	22140084
January 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Sectional	1"	N/A	N/A	N/A		p	22140084
Current Inspection							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	60	60	40	6	p	22140074
Previous Inspections							
April 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	60	60	40		p	22140074
January 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	2"	60	60	40		p	22140074
Gauge							
Type	Location	Static psi	Fill Type	Size	OK	ScanID	
System Pressure	1st Floor Storage Behind Kitchen In Bingo Hall Installed 2012	55		1/4	<input checked="" type="checkbox"/>	22140068	
Air Pressure	1st Floor Storage Behind Kitchen In Bingo Hall Installed 2012	26		1/4	<input checked="" type="checkbox"/>	22140069	
Air Pressure	1st Floor Storage Behind Kitchen In Bingo Hall Installed 2012	26		1/4	<input checked="" type="checkbox"/>	22140070	
Quick Opening Device							
Manufacturer	Model #	Serial Number	Low psi	High psi	Air Pressure	OK	ScanID
Tyco	ACC-1				25	<input checked="" type="checkbox"/>	22140073
Sprinkler Box Spares							
Qty	Type	KFactor	Manufacturer	Location	OK	ScanID	
2	Attic		Tyco	1st Floor Storage Behind Kitchen In Fast Attic Brass 212 1/2	<input checked="" type="checkbox"/>	17448114	

Private Fire Service Mains

Generated by: *BuildingReports.com*

Building: Oneida IMAC/Bingo Hall		Front Parking Lot, Building				
<i>Sprinkler piping and its appurtenances on private property typically between a source of water and the base of the system riser for water-based fire protection systems.</i>						
Devices						
Fire Hydrant						
Description	Type	Position		Size	OK	ScanID
	Dry Barrel/Pedestal			6"	p	35392217
Orifice	Static PSI	Residual PSI	Flow Rate	Valve Type	Flush Test Date	
2@2- 1/2" and 1@4"	Closed		675 GPM	Closed against pressure	07/07/2016	

Building: Oneida IMAC/Bingo Hall		Rear Parking Lot, Building				
<i>Sprinkler piping and its appurtenances on private property typically between a source of water and the base of the system riser for water-based fire protection systems.</i>						
Fire Hydrant						
Description	Type	Position		Size	OK	ScanID
	Dry Barrel/Pedestal			6"	p	35392216
Orifice	Static PSI	Residual PSI	Flow Rate	Valve Type	Flush Test Date	
2@2-1/2" and 1@4"			631 GPM	Closed against pressure	07/07/2016	

Inventory & Warranty Report

Generated by: *BuildingReports.com*

Building: Oneida IMAC/Bingo Hall

The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.

Device or Item	Category	% of Inventory	Quantity
Control Valve	Valve	8.77%	5
Tamper Switch	Alarm	8.77%	5
Waterflow Switch	Alarm	5.26%	3
Gauge	Device	8.77%	5
Drain	Device	7.02%	4
Inspector's Test	Valve	7.02%	4
Check Valve	Valve	5.26%	3
Piping	Sprinkler	3.51%	2
Air Maintenance Device	Pump	1.75%	1
Air Compressor	Pump	1.75%	1
Pressure Switch	Alarm	1.75%	1
Quick Opening Device	Device	1.75%	1
Sprinkler Box	Sprinkler	3.51%	2
Wrenches	Sprinkler	3.51%	2
Fast Response	Sprinkler	3.51%	2
Sprinkler Box Spares	Sprinkler	12.28%	7
Fire Dep't Connection	Hose	3.51%	2
Dry Pipe Valve	Valve	1.75%	1
Fire Hydrant	Hose	3.51%	2
Standard Response	Sprinkler	3.51%	2
Backflow Prevention	Valve	1.75%	1
Communicator	Alarm	1.75%	1

Device or Item	Qty	Model #	Description	Install Date
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In Service - 2 Years to 3 Years

Storage Wet Pipe, Building

Gauge	1		System Pressure	07/02/2014
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In Service - 3 Years to 5 Years

Storage Room System 1 Dry Pipe, Bingo Hall

Air Maintenance Device	1		Pressure Reducing	09/21/2012
Drain	1		Main	09/21/2012
Drain	1		Sectional	09/21/2012
Inspector's Test	1			09/21/2012
Control Valve	1		OS&Y	09/21/2012
Air Compressor	1		Automatic	09/21/2012
Gauge	2		Air Pressure	09/21/2012
Gauge	1		System Pressure	09/21/2012
Pressure Switch	1	PS40-2	Pressure Switch	09/21/2012
Tamper Switch	1	PIBV-2	Lever	09/21/2012
Waterflow Switch	1	PS10-2	Pressure Switch	09/21/2012

<i>In Service - 3 Years to 5 Years</i>				
Dry Pipe Valve	1	DPV-1	Grooved	09/21/2012
Quick Opening Device	1	ACC-1		09/21/2012
Storage Room System 2 Wet Pipe, Bingo Hall				
Drain	1		Main	09/21/2012
Inspector's Test	1			09/21/2012
Piping	1		Steel	09/21/2012
Backflow Prevention	1	Colt 200	Double Check	09/21/2012
Control Valve	1		OS&Y	09/21/2012
Waterflow Switch	1	VSC	Vane	09/21/2012
Gauge	1		System Pressure	09/21/2012
Tamper Switch	1	PIBV-2	Lever	09/21/2012
Control Valve	2	702	Butterfly	09/21/2012
Tamper Switch	2	702	Control Valve	09/21/2012
<i>In Service - 15 Years to 25 Years</i>				
Front Parking Lot Service Main, Building				
Fire Hydrant	1		Dry Barrel/Pedestal	06/01/1994
Rear Parking Lot Service Main, Building				
Fire Hydrant	1		Dry Barrel/Pedestal	06/01/1994
Sprinkler Head Inspection Dry Pipe, Bingo Hall				
Fast Response	2			06/01/1994
Communicator	1	4010	Digital Communicator	06/01/1994
Sprinkler Head Inspection Wet Pipe, Building				
Standard Response	2			06/01/1994
Storage Wet Pipe, Building				
Drain	1		Main	06/01/1994
Fire Dep't Connection	1		Siamese	06/01/1994
Inspector's Test	1			06/01/1994
Piping	1		Steel	06/01/1994
Sprinkler Box	1			06/01/1994
Wrenches	1		Sprinkler	06/01/1994
Check Valve	1		Flanged	06/01/1994
Check Valve	1	90	Grooved	06/01/1994
Control Valve	1		OS&Y	06/01/1994
Waterflow Switch	1	VSR	Vane	06/01/1994
Tamper Switch	1	PIBV2	Lever	06/01/1994
Sprinkler Box Spares	1		Pendant	06/01/1994
Sprinkler Box Spares	1		Upright	06/01/1994
Storage Room System 1 Dry Pipe, Bingo Hall				
Sprinkler Box Spares	1		Attic	06/01/1994
Storage Room System 2 Wet Pipe, Bingo Hall				
Check Valve	1		Grooved	06/01/1994
Inspector's Test	1			06/01/1994
Sprinkler Box	1			06/01/1994
Wrenches	1		Sprinkler	06/01/1994
Fire Dep't Connection	1		Siamese	06/01/1994
Sprinkler Box Spares	2		Pendant	06/01/1994

<i>In Service - 15 Years to 25 Years</i>				
Sprinkler Box Spares	1		Upright	06/01/1994
Sprinkler Box Spares	1	TY3531	Concealed Pendant	06/01/1994

Zone Address Report

Generated by: BuildingReports.com

Building: Oneida IMAC/Bingo Hall				
<p><i>The Zone Address Report lists all of the devices and items that have an individual address, or are grouped together under a common zone. The device type, location and description are included for your reference. For more information on the device, use the link provided under ScanID.</i></p>				
Address	Device Type	Location	Type	ScanID
Control Panel 1				
Zone/Address: M1				
001	Waterflow Switch	1st Floor Storage Behind Kitchen In Bingo Hall 6 Inch	Vane	22140061
067	Tamper Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Control Valve	22140057
068	Tamper Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Control Valve	22140054
072	Waterflow Switch	1st Floor Non Smoking Breakroom Closet 4 Inch	Vane	17448142
076	Waterflow Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Pressure Switch	22140071
077	Pressure Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Pressure Switch	22140072
095	Tamper Switch	1st Floor Non Smoking Breakroom Closet	Lever	17448134
096	Tamper Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Lever	22140081
096	Tamper Switch	1st Floor Storage Behind Kitchen In Bingo Hall	Lever	22141658

Notes & Recommendations

Generated by: BuildingReports.com

Building: Oneida IMAC/Bingo Hall

The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by SystemID.

General Note

Annual Fire Sprinkler Inspection Per NFPA 25, 2011 ed.



Total Energy Systems, LLC
A TELOCIN GROUP, INC. COMPANY

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4324 Airlane Dr. SE • Grand Rapids, MI 49512
Phone 888-341-5610 • Fax 616-971-0146

BILL TO

ONEIDA TRIBE OF INDIANS/WISC
ATTN: ACCOUNTS PAYABLE
P O BOX 365
ONEIDA, WI 54155

JOB SITE

G-M IRENE MOORE ACTIVITY CTR WEST
2100 AIRPORT DRIVES
GREEN BAY, WI 54135

WORK ORDER

159778

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CUSTOMER PURCHASE ORDER NUMBER	DATE ENTERED	PRIORITY	INIT	ACCOUNT NUMBER	SITE NUMBER	
TJW-83088-16-PO	09/01/2016	N	JAB	000000006241	0000000000000001	
WARRANTY	MODEL NUMBER		SPEC NUMBER		SERIAL NUMBER	
YES <input type="checkbox"/> NO <input type="checkbox"/>	GGHH ONAN GENERATOR		1212683		I120392389	
CONTACT NAMES		PHONE NUMBERS		IN SERVICE INFORMATION		
CONTACT: TIM SKENANDORE CALLER: TIM SKENANDORE		BILL TO: 920-490-1100 SHIP TO: 920-429-3442		STARTUP DATE PARTS DATE EXP DATE LABOR DATE		
CALL TYPE	REASON	METER HOURS	ROUND TRIP MILES	NUMBER OF TRIPS	TOTAL MILES	
P/M	PM		20.00			
QUANTITY	PART NUMBER	DESCRIPTION			LOC	PROMISE DATE
	GB	GB - LABOR HOURS			GB	9/13/2016
	PM GB	PLANNED MAINTENANCE PER AGREEMENT			GB	9/13/2016
	MTS	MIKE S. - LABOR HOURS			GB	9/13/2016
	09/13/2016 MTS	26.3 engine hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit under building load. Unit operating properly.				
	2C	ROUND TRIP CHARGE - TRK - MTS			GB	9/13/2016

SERVICE TO BE PERFORMED

INSPECTION, TESTING

TOTAL ENERGY SYSTEMS, LLC shall have no responsibility to the owner for special or consequential damages including loss of time, injury to person or property or any other consequential damage or incidental or economic loss. All other warranties, expressed and implied, including merchantability and fitness for a particular purpose, are hereby waived, disclaimed and excluded.

CUSTOMER SIGNATURE _____ SERVICE TECH SIGNATURE _____ DATE _____

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airlane Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

CUSTOMER NAME		ACCOUNT NUMBER		SITE NUMBER	
Onieda		6241		0003	
TECHNICIAN		DATE		HOURLY START	
Mike Smith		09/13/2016		240.7	
GENERATOR		MODEL		SERIAL	
MAKE		500DFFB		1930520933	
ONAN				61851H	
TRANSFER SWITCH		MODEL		SERIAL	
MAKE		7000			
ASCO					
ENGINE		MODEL		SERIAL	
MAKE		37149288 KTTA19G2		61173	
Cummins				159785	
Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments

Cooling System

1 a	Coolant - Visual inspection of level and condition	X			
b	Coolant - Record Protection level	X			-34
c	Pressure Test System - Record test pressure	X			No visible leaks
d	Filler Cap - Visual inspection of gaskets and sealing surfaces	X			
e	Radiator/Heat Exchanger - Visual inspection for leaks, damage and debris	X			
f	Fan Guard - Inspect for missing or broken parts	X			
g	Fan Drive Pulley - Check for loose or worn pulleys and lube fan drive (if applicable)	X			
h	Fan Belts - Inspect for frayed or worn belts. Check tension and adjust	X			
i	Hoses - Visual inspection of all hoses for condition. Check Connections	X			
j	Water Pump - Visual inspection for leaks	X			
k	Jacket Water Heater - Check for proper operation. Record temperature	X			148F
l	Coolant Test Strip - Record Results	X			pH 8.0 Nitrates 900 ppm

Lubrication System

2 a	Oil Level - Check for proper level	X			
b	Oil Leaks - Inspect for leaks. Wipe engine and change absorbent pads (where applicable)	X			
c	Crankcase Breather System - Inspect hose and connections. Note excessive blow by during test run	X			

Intake Air System

3 a	Air Filter - Inspect restriction gauge	X			
b	Air Filter - Inspect filter element	X			
c	Air Inlet System - Inspect piping for damaged or loose connections.	X			

Exhaust System


4 a	Silencer and Piping (Interior) - Inspect for damage/leakage of piping and/or insulation	X			
b	Silencer and Piping (Exterior) - Inspect for damage/leakage of piping. Check Rain cap	X			
C	Exhaust Manifold - Inspect for damage or missing hardware or wet stacking	X			

Fuel System - Diesel

5 a	Fuel Tank - Visually inspect for leaks and proper level. Record Level	X			5/8
b	Day Tank - Check Tank Level. Record Level			X	
c	Fuel Priming Pump - Inspect for proper operation	X			
d	Fuel Filters - Primary/Secondary, Inspect for damage or leaks	X			
e	Water/Trap Separator - Drain water from tank or separator if valves are available	X			
f	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Check line brackets	X			
g	Solenoid Valves - Check for proper operation	X			

Fuel System - Gaseous

6 a	Fuel Tank (Propane) - Visual inspection for leaks and proper level. Record Level			X	
b	Fuel Filter / Strainer - Visual inspection for damage or leaks. Clean or Replace			X	
c	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Inspect line brackets			X	
d	Solenoid Valves - Check for proper operation			X	

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airlane Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments
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Ignition System

7 a	Spark Plugs - Visually inspect and replace as necessary			X	
b	Distributor - Visually inspect and replace parts as necessary			X	
c	Spark Plug Wires - Visually inspect and replace as necessary			X	

Starting System

8 a	Battery Charger - Measure battery charger float voltage. Record voltage	X			26.4
b	Battery Charger - Check for proper operation and connections	X			
c	Batteries - Check electrolyte level (where applicable)	X			
d	Battery Cables - Clean and tighten all battery cables	X			
e	Starting Motor(s) - Inspect connections and wiring	X			
f	Battery Type and Quantity	X			8D/2
g	Date Stamped Battery with Paint Pen and Note Age	X			04/2016

Generator

9 a	Wiring - Inspect for loose connections	X			
b	Voltage Regulator - Inspect for loose connections	X			
c	Stator & Rotor - Visually inspect for damage and air gap	X			
d	Coupling and Guards - Inspect for vibration and loose or missing parts	X			
e	General - Inspect for debris or animal damage	X			

Controller

10 a	Wiring - Inspect for loose connections	X			
b	Circuit Boards and Meters - Inspect for loose connections	X			
c	Panel Lamps - Operational check of illumination and safety lamps	X			


Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
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Transfer Switch(es)

11 a	Infrared Temperature readings of connections (Normal)			X	
b	Infrared Temperature readings of connections (Load)			X	
c	Infrared Temperature readings of connections (Emergency) - Test near end of loaded run			X	
d	Visual Inspection - Check for loose or broken wires and dirt accumulation			X	
e	Exerciser Clock - Check for correct time. Adjust if necessary.			X	
f	Digital Controller - Check operational records for problems			X	

Controller

12 a	Start Controls - Manual check for proper operation and general starting ability	X				
b	Remote Annunciators and Alarms - Test all panel and system alarms for proper operation	X				
c	Check AC gauges and meters and record readings	Volts A		Volts B	Volts C	Frequency
		480		480	480	60.0
		Amps A		Amps B	Amps C	Loaded Y/N
d	Check DC gauges and meters and record readings	50		50	50	YES
		Oil Pressure	Coolant Temp	Battery Volts	Fuel Pressure	
		80	180	28.3	N/A	

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---	--	---	--	---

PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
Cooling System					
13 a	Cooling System - Check temperature of inlet and outlet of radiator. Record temperatures	X			166F 95F
b	Water Pump - Check for leaks and unusual noise or vibration. Check Pulley	X			
c	Fan and Belts - Check for leaks and unusual noise or vibration	X			
Starting System					
14 a	Starter and Alternator - Check for unusual noise or vibration	X			
General					
15 a	Enclosure Condition - Check for leaks, security, etc.	X			
b	Inspect for oil, fuel, coolant, intake or exhaust leaks while running	X			
c	Visual Inspection - Overall condition of generator set	X			
d	Vibration Isolators - Visual Inspection for broken springs or damaged cases	X			
e	Louvers - Check for proper operation of louvers. Minor adjustment if necessary	X			
Operational Test					
16 a	Test unit with load (if possible)	X			
17 a	Unit transferred in less than 10 seconds (NFPA110)			X	

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
After Shutdown					
18 a	Take oil sample (if required) - Recheck for proper crankcase level. Top off as required (Inspection Visit)			X	
b	Take coolant sample (if required) - Recheck for proper radiator level. Top off as required			X	
c	Take fuel sample (if required) - Inform customer if fuel is required			X	
d	Grease generator bearing (if applicable) - 2 pumps annually			X	
e	Change engine oil, fuel and oil filters (Maintenance Visit)			X	
f	Start engine and check for leaks	X			
g	Check for proper crankcase level	X			
h	CHECK GENERATOR BREAKER	X			
i	RESET ALL CONTROLS TO AUTOMATIC	X			
j	Talk to customer about basic system operation.	X			

Repair Recommendations or Additional Comments:

09/13/2016 MTS 241.0 engine hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit under building load. Unit is operating properly.

Customer Signature



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BILL TO

ONEIDA TRIBE OF INDIANS/WISC
ATTN: ACCOUNTS PAYABLE
P O BOX 365
ONEIDA, WI 54155

JOB SITE

G-M IRENE MOORE ACTIVITY CTR EAST
2100 AIRPORT DRIVE
GREEN BAY, WI 54135

WORK ORDER
159784
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CUSTOMER PURCHASE ORDER NUMBER	DATE ENTERED	PRIORITY	INIT	ACCOUNT NUMBER	SITE NUMBER	
TJW-83088-16-PO	09/01/2016	N	JAB	000000006241	000000000000002	
WARRANTY	MODEL NUMBER		SPEC NUMBER		SERIAL NUMBER	
YES <input type="checkbox"/> NO <input type="checkbox"/>	GG02 35KW CUMMINS POWER GENERA		1407800		E140682158	
CONTACT NAMES		PHONE NUMBERS		IN SERVICE INFORMATION		
CONTACT: TIM SKENANDORE CALLER: TIM SKENANDORE		BILL TO: 920-490-1100 SHIP TO: 920-429-3442		STARTUP DATE PARTS DATE EXP DATE LABOR DATE		
CALL TYPE	REASON	METER HOURS	ROUND TRIP MILES	NUMBER OF TRIPS	TOTAL MILES	
P/M	PM		0.00			
QUANTITY	PART NUMBER	DESCRIPTION			LOC	PROMISE DATE
	GB	GB - LABOR HOURS			GB	9/13/2016
	PM GB	PLANNED MAINTENANCE PER AGREEMENT			GB	9/13/2016
	MTS	MIKE S. - LABOR HOURS			GB	9/13/2016
	09/13/2016 MTS	16.7 engine hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit under building load. Unit operating properly.				
	2C	ROUND TRIP CHARGE - TRK - MTS			GB	9/13/2016

SERVICE TO BE PERFORMED

INSPECTION, TESTING

TOTAL ENERGY SYSTEMS, LLC shall have no responsibility to the owner for special or consequential damages including loss of time, injury to person or property or any other consequential damage or incidental or economic loss. All other warranties, expressed and implied, including merchantability and fitness for a particular purpose, are hereby waived, disclaimed and excluded.

CUSTOMER SIGNATURE _____ SERVICE TECH SIGNATURE _____ DATE _____

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airline Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

CUSTOMER NAME		ACCOUNT NUMBER		SITE NUMBER	
Onieda		6241		0003	
TECHNICIAN		DATE		HOURLY START	
Mike Smith		09/13/2016		240.7	
GENERATOR		MODEL		SERIAL	
MAKE		500DFFB		1930520933	
ONAN				61851H	
TRANSFER SWITCH		MODEL		SERIAL	
MAKE		7000			
ASCO					
ENGINE		MODEL		SERIAL	
MAKE		37149288 KTTA19G2		61173	
Cummins				159785	
Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments

Cooling System

1 a	Coolant - Visual inspection of level and condition	X			
b	Coolant - Record Protection level	X			-34
c	Pressure Test System - Record test pressure	X			No visible leaks
d	Filler Cap - Visual inspection of gaskets and sealing surfaces	X			
e	Radiator/Heat Exchanger - Visual inspection for leaks, damage and debris	X			
f	Fan Guard - Inspect for missing or broken parts	X			
g	Fan Drive Pulley - Check for loose or worn pulleys and lube fan drive (if applicable)	X			
h	Fan Belts - Inspect for frayed or worn belts. Check tension and adjust	X			
i	Hoses - Visual inspection of all hoses for condition. Check Connections	X			
j	Water Pump - Visual inspection for leaks	X			
k	Jacket Water Heater - Check for proper operation. Record temperature	X			148F
l	Coolant Test Strip - Record Results	X			pH 8.0 Nitrates 900 ppm

Lubrication System

2 a	Oil Level - Check for proper level	X			
b	Oil Leaks - Inspect for leaks. Wipe engine and change absorbent pads (where applicable)	X			
c	Crankcase Breather System - Inspect hose and connections. Note excessive blow by during test run	X			

Intake Air System

3 a	Air Filter - Inspect restriction gauge	X			
b	Air Filter - Inspect filter element	X			
c	Air Inlet System - Inspect piping for damaged or loose connections.	X			

Exhaust System


4 a	Silencer and Piping (Interior) - Inspect for damage/leakage of piping and/or insulation	X			
b	Silencer and Piping (Exterior) - Inspect for damage/leakage of piping. Check Rain cap	X			
C	Exhaust Manifold - Inspect for damage or missing hardware or wet stacking	X			

Fuel System - Diesel

5 a	Fuel Tank - Visually inspect for leaks and proper level. Record Level	X			5/8
b	Day Tank - Check Tank Level. Record Level			X	
c	Fuel Priming Pump - Inspect for proper operation	X			
d	Fuel Filters - Primary/Secondary, Inspect for damage or leaks	X			
e	Water/Trap Separator - Drain water from tank or separator if valves are available	X			
f	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Check line brackets	X			
g	Solenoid Valves - Check for proper operation	X			


Fuel System - Gaseous

6 a	Fuel Tank (Propane) - Visual inspection for leaks and proper level. Record Level			X	
b	Fuel Filter / Strainer - Visual inspection for damage or leaks. Clean or Replace			X	
c	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Inspect line brackets			X	
d	Solenoid Valves - Check for proper operation			X	

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airlane Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments				
Ignition System									
7 a	Spark Plugs - Visually inspect and replace as necessary			X					
b	Distributor - Visually inspect and replace parts as necessary			X					
c	Spark Plug Wires - Visually inspect and replace as necessary			X					
Starting System									
8 a	Battery Charger - Measure battery charger float voltage. Record voltage	X			26.4				
b	Battery Charger - Check for proper operation and connections	X							
c	Batteries - Check electrolyte level (where applicable)	X							
d	Battery Cables - Clean and tighten all battery cables	X							
e	Starting Motor(s) - Inspect connections and wiring	X							
f	Battery Type and Quantity	X			8D/2				
g	Date Stamped Battery with Paint Pen and Note Age	X			04/2016				
Generator									
9 a	Wiring - Inspect for loose connections	X							
b	Voltage Regulator - Inspect for loose connections	X							
c	Stator & Rotor - Visually inspect for damage and air gap	X							
d	Coupling and Guards - Inspect for vibration and loose or missing parts	X							
e	General - Inspect for debris or animal damage	X							
Controller									
10 a	Wiring - Inspect for loose connections	X							
b	Circuit Boards and Meters - Inspect for loose connections	X							
c	Panel Lamps - Operational check of illumination and safety lamps	X							
Operational Checks									
Transfer Switch(es)									
11 a	Infrared Temperature readings of connections (Normal)			X					
b	Infrared Temperature readings of connections (Load)			X					
c	Infrared Temperature readings of connections (Emergency) - Test near end of loaded run			X					
d	Visual Inspection - Check for loose or broken wires and dirt accumulation			X					
e	Exerciser Clock - Check for correct time. Adjust if necessary.			X					
f	Digital Controller - Check operational records for problems			X					
Controller									
12 a	Start Controls - Manual check for proper operation and general starting ability	X							
b	Remote Annunciators and Alarms - Test all panel and system alarms for proper operation	X							
c	Check AC gauges and meters and record readings	Volts A		Volts B		Volts C		Frequency	
		480		480		480		60.0	
		Amps A		Amps B		Amps C		Loaded Y/N	
		50		50		50		YES	
d	Check DC gauges and meters and record readings	Oil Pressure		Coolant Temp		Battery Volts		Fuel Pressure	
		80		180		28.3		N/A	

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airline Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
Cooling System					
13 a	Cooling System - Check temperature of inlet and outlet of radiator. Record temperatures	X			166F 95F
b	Water Pump - Check for leaks and unusual noise or vibration. Check Pulley	X			
c	Fan and Belts - Check for leaks and unusual noise or vibration	X			
Starting System					
14 a	Starter and Alternator - Check for unusual noise or vibration	X			
General					
15 a	Enclosure Condition - Check for leaks, security, etc.	X			
b	Inspect for oil, fuel, coolant, intake or exhaust leaks while running	X			
c	Visual Inspection - Overall condition of generator set	X			
d	Vibration Isolators - Visual Inspection for broken springs or damaged cases	X			
e	Louvers - Check for proper operation of louvers. Minor adjustment if necessary	X			
Operational Test					
16 a	Test unit with load (if possible)	X			
17 a	Unit transferred in less then 10 seconds (NFPA110)			X	

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
After Shutdown					
18 a	Take oil sample (if required) - Recheck for proper crankcase level. Top off as required (Inspection Visit)			X	
b	Take coolant sample (if required) - Recheck for proper radiator level. Top off as required			X	
c	Take fuel sample (if required) - Inform customer if fuel is required			X	
d	Grease generator bearing (if applicable) - 2 pumps annually			X	
e	Change engine oil, fuel and oil filters (Maintenance Visit)			X	
f	Start engine and check for leaks	X			
g	Check for proper crankcase level	X			
h	CHECK GENERATOR BREAKER	X			
i	RESET ALL CONTROLS TO AUTOMATIC	X			
j	Talk to customer about basic system operation.	X			

Repair Recommendations or Additional Comments:

09/13/2016 MTS 241.0 engine hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit under building load. Unit is operating properly.

Customer Signature

ZONING DEPARTMENT



Location: N7332 Water Circle Place Oneida, WI 54155

Office: (920) 869-1600

Mailing Address:

P.O Box 365 Oneida, WI 54155-0365

Toll Free: (800) 236-2868

Fax: (920) 869-1610

Fire Inspection Report Form

Page 1 of 2

2100 AIRPORT DR LOCATION (Legal Address)

T MAC NAME OF BUSINESS

7/13/16 DATE OF INSPECTION

COMPLIANCE DATE

*Section 66.4 (Standards) of the Building Code of the Oneida Reservation incorporates SPS 314 by reference, SPS 314.001 incorporates NFPA 1 reference, NFPA 1 2.1 incorporates the entire NFPA suite by reference.

Table with 3 columns listing fire codes: Ch 1 Administrative, Ch 10 General Fire Safety, Ch 11 Building Services, Ch 12 Features of Fire Protection, Ch 13 Fire Protection Systems, Ch 14 Means of Egress, Ch 16 Safeguards During Building Construction, Alteration & Demolition Operations, Ch 18 Fire Department Access & Water Supply, Ch 19 Combustible Waste & Refuse, Ch 20 Occupancy Fire Safety, Ch 22 Automobile Wrecking Yards, Ch 25 Grandstands & Bleachers, Ch 26 Laboratories Using Chemicals, Ch 27 Manufactured Home & Recreational Vehicle Sites, Ch 29 Parking Garages, Ch 30 Motor Fuel Dispensing Facilities & Repair Garages, Ch 33 Outside Storage of Tires, Ch 34 General Storage, Ch 35 Storage Arrangement, Ch 40 Dust Explosion Prevention, Ch 41 Hot Work Operations, Ch 42 Refueling, Ch 45 Combustible Fibers, Ch 50 Commercial Cooking Equipment, Ch 52 Stationary Lead-Acid Battery Systems, Ch 53 Mechanical Refrigeration, Ch 60 Hazardous Materials, Ch 61 Aerosol Products, Ch 63 Compressed Gases and Cryogenic Fluids, Ch 65 Explosives, Fireworks & Model Rocketry, Ch 66 Flammable Solids, Ch 69 Liquefied Petroleum Gases & Liquefied Natural Gases, Ch 70 Oxidizers & Organic Peroxides, Ch 71 Pyrophoric Solids & Liquids, Ch 72 Unstable [Reactive] Solids & Liquids, Ch 73 Water-Reactive Solids & Liquids.

REMARKS—A COPY OF THIS NOTICE WILL BE ON FILE IN THE OFFICE OF THE FIRE INSPECTOR FOR FURTHER ACTION

SEAL OPENING AROUND SPRINKLER PIPE THROUGH CEILING - SLOT TEST SPLICE WIRE ON STAR LIGHT / REMOVE - SLOT TEST AREA SANDWICH MACHINE PUSHED TIGHT ON OUTLET CORD - SMOKING BREAK ROOM INSTALL CEILING TILE - Bus Lobby IN STALL CEILING TILE - 184 A

OWNER/AGENT/MANAGER REPRESENTATIVE

INSPECTING OFFICER/FIRE DEPARTMENT No.

WHITE—Inspector, YELLOW—Fire Department, PINK—Owner

ONEIDA TRIBE OF INDIANS OF WISCONSIN
ZONING DEPARTMENT

Location:
N7332 Water Circle Place
Oneida, WI 54155

Office: (920) 869-1600



Mailing Address:
P.O Box 365
Oneida, WI 54155-0365
Toll Free: (800) 236-2868
Fax: (920) 869-1610

FIRE INSPECTION REPORT

INSPECTION DATE 7/13/16 PAGE 2 OF 2

Location (Legal Address)
2100 AIRPORT DR

Name of Business
IMAC

Date of Inspection Compliance Date

INSPECTION TYPE
 FIRE FOLLOW UP FIRE COMPLAINT
 SEMI ANNUAL MONTHLY

AN INSPECTION OF THE ABOVE FACILITY HAS DISCLOSED THE FOLLOWING VIOLATION(S)

FINDINGS AND REQUIREMENTS

DRAFT STOPPING - ALONG CEILING & SOUTH BLOCK WALL - MEZZA LEVEL
INSTALL CEILING TILE - Rm 15A ^{Boiler Room WEST}
INSTALL SPRINKLER HEAD IN BACK CORNER - 160 A
REMOVE NONASSOCIATED STORAGE / BENCH, CHAIR STOOL Rm 140
DRAFT STOPPING / CEILING & WALLS - Rm 131

NOTICE OF NONCOMPLIANCE

All Cited violations shall be ordered within 45 days after written notification, unless an extension of time is granted. Each day that the violation continues after shall constitute a separate offense and is subject to remedies and penalties by the authority having jurisdiction.

Violations Explained to
#5490

Tribal Inspector No.

Tom Jayfont 992
Verna Skunaboy 7264
Cheryl Victor 11546
WT COMM. BLDG #1072682

Sprinkler Inspection Certificate

For

Oneida Packerland One Stop
3120 Packerland Drive
Green Bay, WI 54313

Tested to NFPA 25 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Jul 7, 2016

Building: Oneida Packerland One Stop

Contact: Tim Skenandore
Title: Facilities Director

Company: Communications Engineering Company - Green
Bay


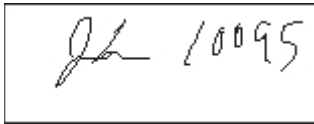
Contact: Gary Peterman
Title: Senior Inspector

Executive Summary

Generated by: BuildingReports.com

Building Information			
Building: Oneida Packerland One Stop	Contact: Tim Skenandore		
Address: 3120 Packerland Drive	Phone: 920-494-4500		
Address:	Fax:		
City/State/Zip: Green Bay, WI 54313	Mobile: 920-819-1823		
Country: United States of America	Email: tskenan1@oneidanation.org		
Inspection Performed By			
Company: Communications Engineering Company - Green Bay	Inspector: Gary Peterman		
Address: 2200 American Blvd.	Phone: 920-434-9082		
Address:	Fax:		
City/State/Zip: De Pere, WI 54115	Mobile:		
Country: United States of America	Email: gpeterman@cecinfo.com		
System Control Unit			
System Type	System Location	Protected Area	Devices
Service Main	Front Parking Lot	Building	1
Service Main	Rear Parking Lot	Building	1
Wet Pipe	Boiler Room	Building	17
Wet Pipe	Sprinkler Head Inspection	Building	2

Inspection Summary								
Category	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Valve	5	23.81%	5	100.00%	5	100.00%	0	0%
Hose	3	14.29%	3	100.00%	3	100.00%	0	0%
Device	2	9.52%	2	100.00%	2	100.00%	0	0%
Sprinkler	8	38.10%	8	100.00%	8	100.00%	0	0%
Alarm	3	14.29%	3	100.00%	3	100.00%	0	0%
Totals	21	100%	21	100.00%	21	100.00%	0	0%

Certification	
Company: Communications Engineering Company - Green Bay	Building: Oneida Packerland One Stop
Inspector: Gary Peterman	Contact: Tim Skenandore
	
Signed: Jul 7, 2016 11:41:05 AM	Signed: Jul 7, 2016 12:19:45 PM

Inspection & Testing

Generated by: BuildingReports.com

Building: Oneida Packerland One Stop

The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.

Device Type	Location	Service	Time	Date
<i>Passed</i>				
Front Parking Lot Service Main, Building				
Fire Hydrant	Ground Outside Front Parking Lot Used Hose And Monster	Visual & Functional, Passed	12:10:44 PM	07/07/2016
Rear Parking Lot Service Main, Building				
Fire Hydrant	Ground Outside Rear Parking Lot Used Hose And Monster	Visual & Functional, Passed	12:11:02 PM	07/07/2016
Boiler Room Wet Pipe, Building				
Tamper Switch	1st Floor Outside Boiler Room Lower	Visual & Functional, Passed	11:13:46 AM	07/07/2016
Tamper Switch	1st Floor Outside Boiler Room Upper	Visual & Functional, Passed	11:14:27 AM	07/07/2016
Waterflow Switch	1st Floor Outside Boiler Room 3 Inch	Visual & Functional, Passed	11:22:19 AM	07/07/2016
Drain	1st Floor Outside Boiler Room	Visual & Functional, Passed	11:16:54 AM	07/07/2016
Gauge	1st Floor Outside Boiler Room Installed 2012	Visual & Functional, Passed	11:16:58 AM	07/07/2016
Fire Dep't Connection	1st Floor Outside Old Restaurant	Visual & Functional, Passed	11:25:19 AM	07/07/2016
Piping	1st Floor Outside Boiler Room Hydraulic Nameplate Present 5 Year Done 1/4/13	Visual, Passed	11:14:51 AM	07/07/2016
Sprinkler Box	1st Floor Outside Boiler Room	Visual, Passed	11:22:44 AM	07/07/2016
Sprinkler Box Spares	1st Floor Outside Boiler Room Fast Pendant White 212 1/2	Visual, Passed	11:23:02 AM	07/07/2016
Sprinkler Box Spares	1st Floor Outside Boiler Room Fast Upright Chrome 212 1/2	Visual, Passed	11:25:15 AM	07/07/2016
Sprinkler Box Spares	1st Floor Outside Boiler Room Fast Pendant White 155 1/2	Visual, Passed	11:25:22 AM	07/07/2016
Wrenches	1st Floor Outside Boiler Room	Visual, Passed	11:25:21 AM	07/07/2016
Backflow Prevention	1st Floor Outside Boiler Room Serial #117910	Visual &	11:36:06 AM	07/07/2016

Device Type	Location	Service	Time	Date
	1106 199 GPM Annually Tested July	Functional, Passed		
Check Valve	1st Floor Old Restaurant Back Area Swing Type - No Key Required 5 Year Done 1/4/13	Visual, Passed	11:40:11 AM	07/07/2016
Control Valve	1st Floor Outside Boiler Room Lower	Visual & Functional, Passed	11:14:01 AM	07/07/2016
Control Valve	1st Floor Outside Boiler Room Upper	Visual & Functional, Passed	11:14:23 AM	07/07/2016
Inspector's Test	1st Floor Outside Boiler Room	Visual & Functional, Passed	11:22:23 AM	07/07/2016
Sprinkler Head Inspection Wet Pipe, Building				
Fast Response	Installed 2007 - Due Every 20 Years	Visual, Passed	11:24:11 AM	07/07/2016
Fast Response	Inspection Of All Visible Sprinkler Heads	Visual, Passed	11:24:14 AM	07/07/2016

Wet Pipe Fire Sprinkler Systems

Generated by: *BuildingReports.com*

Building: Oneida Packerland One Stop			Boiler Room, Building			
<p><i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i></p>						
Alarms						
Tamper Switch						
Type	Description	Manufacturer	Sec	Zone/Address	OK	ScanID
Lever	Supervisory	Potter Electric		1, 1, 23	<input checked="" type="checkbox"/>	17448787
Lever	Supervisory	Potter Electric		1, 1, 24	<input checked="" type="checkbox"/>	17448785
Waterflow Switch						
Type	Manufacturer	Model #	Sec	Size	Zone/Address	OK
Vane	Potter Electric	VSR-F	40	3"	1, 1, 25	<input checked="" type="checkbox"/>
Components						
Backflow Prevention						
Manufacturer	Model #	Size	Type	Service Type	Install Date	
Ames	4000SS	3"	Double Check		04/19/2007	
Location		Water Purveyor		Meter Account #	Serial Number	
1st Floor Outside Boiler Room Serial #117910 1106 199 GPM Annually Tested July						
Initial Test						
Check Valve 1		Check Valve 2		Relief Valve	Pressure Vacuum Breaker	
Held At	Repairs or Notes					
Final Test						
Check Valve 1		Check Valve 2		Relief Valve	Pressure Vacuum Breaker	
10.0		3.6				
Held At	Condition of Control Valve 1			Condition of Control Valve 2		
	Closed Tight			Closed Tight		
Check Valve						
Type	Location				Size	OK
Grooved	1st Floor Old Restaurant Back Area Swing Type - No Key Required 5 Year Done 1/4/13				4"	<input checked="" type="checkbox"/>
Control Valve						
Type	Manufacturer	Size	Position	Status	OK	ScanID

OS&Y	Kennedy	3"	Open	Supervised	<input checked="" type="checkbox"/>	17448786
OS&Y	Kennedy	3"	Open	Supervised	<input checked="" type="checkbox"/>	17448784
Inspector's Test						
Manufacturer	Model #	Pressure psi	Trip Time Sec	Flow Sec	OK	ScanID
		N/A	N/A	40	<input checked="" type="checkbox"/>	17448790
Devices						
Drain						
Current Inspection						
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK
Main	2"	60	60	45	5	p
Previous Inspections						
April 4, 2016						
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK
Main	2"	55	55	40		p
January 4, 2016						
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK
Main	2"	55	55	45	5	p
Fire Dep't Connection						
Location	Type	BallDrip	Rotating Swivels	Size	OK	ScanID
1st Floor Outside Old Restaurant	Siamese	Yes	Yes	4"	<input checked="" type="checkbox"/>	17448797
Gauge						
Type	Location	Static psi	Fill Type	Size	OK	ScanID
System Pressure	1st Floor Outside Boiler Room Installed 2012	60		1/4	<input checked="" type="checkbox"/>	17448792
Piping						
Location	Type	Size	Service Date	Internal Inspection Due Date		
1st Floor Outside Boiler Room Hydraulic Nameplate Present 5 Year Done 1/4/13	Steel	3	12/31/1969	12/31/1969		
Hangers	Braces	Fittings	Identified	Antifreeze	ScanID	
Normal	Normal		Tagged		17448783	
Sprinkler Box						
Qty	Tool Available?	Size	Manufacturer	Location	OK	ScanID
1	Yes	12 unit		1st Floor Outside Boiler Room	<input checked="" type="checkbox"/>	17448793
Sprinkler Box Spares						
Qty	Type	KFactor	Manufacturer	Location	OK	ScanID
3	Pendant		Rasco	1st Floor Outside Boiler Room Fast Pendant White 212 1/2	<input checked="" type="checkbox"/>	19315758
3	Upright		Rasco	1st Floor Outside Boiler Room Fast Upright Chrome 212 1/2	<input checked="" type="checkbox"/>	17448796
5	Pendant		Rasco	1st Floor Outside Boiler Room	<input checked="" type="checkbox"/>	17448795

				Fast Pendant White 155 1/2		
Wrenches						
Qty	Type	Manufacturer	Location	OK	ScanID	
1	Sprinkler		1st Floor Outside Boiler Room	<input checked="" type="checkbox"/>	17448794	

Building: Oneida Packerland One Stop				Sprinkler Head Inspection, Building			
<p><i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i></p>							
Fast Response							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091512
Location				Description			
Installed 2007 - Due Every 20 Years							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091511
Location				Description			
Inspection Of All Visible Sprinkler Heads							

Private Fire Service Mains

Generated by: *BuildingReports.com*

Building: Oneida Packerland One Stop		Front Parking Lot, Building				
<i>Sprinkler piping and its appurtenances on private property typically between a source of water and the base of the system riser for water-based fire protection systems.</i>						
Devices						
Fire Hydrant						
Description	Type	Position		Size	OK	ScanID
	Dry Barrel/Pedestal			6"	p	37429287
Orifice	Static PSI	Residual PSI	Flow Rate	Valve Type	Flush Test Date	
2@2- 1/2" and 1@4"			791 GPM	Closed against pressure	11/19/2015	

Building: Oneida Packerland One Stop		Rear Parking Lot, Building			
<p><i>Sprinkler piping and its appurtenances on private property typically between a source of water and the base of the system riser for water-based fire protection systems.</i></p>					
Fire Hydrant					
Description	Type	Position	Size	OK	ScanID
	Dry Barrel/Pedestal		6"	p	37429286
Orifice	Static PSI	Residual PSI	Flow Rate	Valve Type	Flush Test Date
2@2-1/2" and 1@4"			754 GPM	Closed against pressure	11/19/2015

Inventory & Warranty Report

Generated by: *BuildingReports.com*

Building: Oneida Packerland One Stop

The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.

Device or Item	Category	% of Inventory	Quantity
Tamper Switch	Alarm	9.52%	2
Control Valve	Valve	9.52%	2
Piping	Sprinkler	4.76%	1
Drain	Device	4.76%	1
Gauge	Device	4.76%	1
Waterflow Switch	Alarm	4.76%	1
Inspector's Test	Valve	4.76%	1
Sprinkler Box	Sprinkler	4.76%	1
Sprinkler Box Spares	Sprinkler	14.29%	3
Fast Response	Sprinkler	9.52%	2
Fire Dep't Connection	Hose	4.76%	1
Wrenches	Sprinkler	4.76%	1
Backflow Prevention	Valve	4.76%	1
Check Valve	Valve	4.76%	1
Fire Hydrant	Hose	9.52%	2

Device or Item	Qty	Model #	Description	Install Date
----------------	-----	---------	-------------	--------------

In Service - 3 Years to 5 Years

Boiler Room Wet Pipe, Building

Gauge	1		System Pressure	07/23/2012
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In Service - 5 Years to 10 Years

Boiler Room Wet Pipe, Building

Drain	1		Main	04/19/2007
Fire Dep't Connection	1		Siamese	04/19/2007
Inspector's Test	1			04/19/2007
Piping	1		Steel	04/19/2007
Sprinkler Box	1			04/19/2007
Wrenches	1		Sprinkler	04/19/2007
Backflow Prevention	1	4000SS	Double Check	04/19/2007
Control Valve	2	KS-FW	OS&Y	04/19/2007
Tamper Switch	2	OSYSU-2	Lever	04/19/2007
Waterflow Switch	1	VSR-F	Vane	04/19/2007
Sprinkler Box Spares	2		Pendant	04/19/2007
Sprinkler Box Spares	1		Upright	04/19/2007
Check Valve	1	CV-1F	Grooved	04/19/2007

Front Parking Lot Service Main, Building

Fire Hydrant	1		Dry Barrel/Pedestal	04/19/2007
--------------	---	--	---------------------	------------

Rear Parking Lot Service Main, Building

Fire Hydrant	1		Dry Barrel/Pedestal	04/19/2007
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<i>In Service - 5 Years to 10 Years</i>		
Sprinkler Head Inspection Wet Pipe, Building		
Fast Response	2	04/19/2007

Zone Address Report

Generated by: BuildingReports.com

Building: Oneida Packerland One Stop				
<p><i>The Zone Address Report lists all of the devices and items that have an individual address, or are grouped together under a common zone. The device type, location and description are included for your reference. For more information on the device, use the link provided under ScanID.</i></p>				
Address	Device Type	Location	Type	ScanID
<i>Control Panel 1</i>				
Zone/Address: 1				
23	Tamper Switch	1st Floor Outside Boiler Room Lower	Lever	17448787
24	Tamper Switch	1st Floor Outside Boiler Room Upper	Lever	17448785
25	Waterflow Switch	1st Floor Outside Boiler Room 3 Inch	Vane	17448791

Notes & Recommendations

Generated by: BuildingReports.com

Building: Oneida Packerland One Stop

The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by SystemID.

General Note

Annual Fire Sprinkler Inspection Per NFPA 25, 2011 ed.



Total Energy Systems, LLC
A TELOCIN GROUP, INC. COMPANY

2211 American Blvd • De Pere, WI 54115
Phone 888-548-1400 • Fax 920-964-1409
8525 N. 87th Street • Milwaukee, WI 53224
Phone 800-236-6626 • Fax 414-357-6278

14950 Martin Drive • Eden Prairie, MN 55344
Phone 866-583-1671 • Fax 952-767-1681
4324 Airlane Dr. SE • Grand Rapids, MI 49512
Phone 888-341-5610 • Fax 616-971-0146

BILL TO

ONEIDA TRIBE OF INDIANS/WISC
ATTN: ACCOUNTS PAYABLE
P O BOX 365
ONEIDA, WI 54155

JOB SITE

G-M ONE STOP
3120 S. PACKERLAND DRIVE
GREEN BAY, WI 54313

WORK ORDER
159783
PAGE
1 / 1


CUSTOMER PURCHASE ORDER NUMBER	DATE ENTERED	PRIORITY	INIT	ACCOUNT NUMBER	SITE NUMBER	
TJW-83088-16-PO	09/01/2016	N	JAB	000000006241	000000000000015	
WARRANTY	MODEL NUMBER		SPEC NUMBER		SERIAL NUMBER	
YES <input type="checkbox"/> NO <input type="checkbox"/>	7707500100 GENERAC GENERATOR				2092095	
CONTACT NAMES		PHONE NUMBERS		IN SERVICE INFORMATION		
CONTACT: TIM SKENANDORE CALLER: TIM SKENANDORE		BILL TO: 920-490-1100 SHIP TO: 920-429-3442		STARTUP DATE PARTS DATE EXP DATE LABOR DATE		
CALL TYPE	REASON	METER HOURS	ROUND TRIP MILES	NUMBER OF TRIPS	TOTAL MILES	
P/M	PM		20.00			
QUANTITY	PART NUMBER	DESCRIPTION			LOC	PROMISE DATE
	GB	GB - LABOR HOURS			GB	9/13/2016
	ENGINE #088486					
	TYPE CODE SG0206-G36133N18HPSY					
	PM GB	PLANNED MAINTENANCE PER AGREEMENT			GB	9/13/2016
	MTS	MIKE S. - LABOR HOURS			GB	9/13/2016
	09/13/2016 MTS 63.2 engine hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit. Unit operating properly. Recommend replacing air filter and adjusting fuel air mixture.					
	2C	ROUND TRIP CHARGE - TRK - MTS			GB	9/13/2016

SERVICE TO BE PERFORMED

INSPECTION, TESTING

TOTAL ENERGY SYSTEMS, LLC shall have no responsibility to the owner for special or consequential damages including loss of time, injury to person or property or any other consequential damage or incidental or economic loss. All other warranties, expressed and implied, including merchantability and fitness for a particular purpose, are hereby waived, disclaimed and excluded.

CUSTOMER SIGNATURE _____ SERVICE TECH SIGNATURE _____ DATE _____

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airline Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

CUSTOMER NAME		ACCOUNT NUMBER		SITE NUMBER	
Onieda		6241		0003	
TECHNICIAN		DATE		HOURLY START	
Mike Smith		09/13/2016		240.7	
GENERATOR		MODEL		SERIAL	
Onan		500DFFB		1930520933	
TRANSFER SWITCH		MODEL		SERIAL	
ASCO		7000			
ENGINE		MODEL		SERIAL	
Cummins		37149288 KTTA19G2		61173	
Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments

Cooling System

1 a	Coolant - Visual inspection of level and condition	X			
b	Coolant - Record Protection level	X			-34
c	Pressure Test System - Record test pressure	X			No visible leaks
d	Filler Cap - Visual inspection of gaskets and sealing surfaces	X			
e	Radiator/Heat Exchanger - Visual inspection for leaks, damage and debris	X			
f	Fan Guard - Inspect for missing or broken parts	X			
g	Fan Drive Pulley - Check for loose or worn pulleys and lube fan drive (if applicable)	X			
h	Fan Belts - Inspect for frayed or worn belts. Check tension and adjust	X			
i	Hoses - Visual inspection of all hoses for condition. Check Connections	X			
j	Water Pump - Visual inspection for leaks	X			
k	Jacket Water Heater - Check for proper operation. Record temperature	X			148F
l	Coolant Test Strip - Record Results	X			pH 8.0 Nitrates 900 ppm

Lubrication System

2 a	Oil Level - Check for proper level	X			
b	Oil Leaks - Inspect for leaks. Wipe engine and change absorbent pads (where applicable)	X			
c	Crankcase Breather System - Inspect hose and connections. Note excessive blow by during test run	X			

Intake Air System

3 a	Air Filter - Inspect restriction gauge	X			
b	Air Filter - Inspect filter element	X			
c	Air Inlet System - Inspect piping for damaged or loose connections.	X			

Exhaust System


4 a	Silencer and Piping (Interior) - Inspect for damage/leakage of piping and/or insulation	X			
b	Silencer and Piping (Exterior) - Inspect for damage/leakage of piping. Check Rain cap	X			
C	Exhaust Manifold - Inspect for damage or missing hardware or wet stacking	X			

Fuel System - Diesel

5 a	Fuel Tank - Visually inspect for leaks and proper level. Record Level	X			5/8
b	Day Tank - Check Tank Level. Record Level			X	
c	Fuel Priming Pump - Inspect for proper operation	X			
d	Fuel Filters - Primary/Secondary, Inspect for damage or leaks	X			
e	Water/Trap Separator - Drain water from tank or separator if valves are available	X			
f	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Check line brackets	X			
g	Solenoid Valves - Check for proper operation	X			

Fuel System - Gaseous

6 a	Fuel Tank (Propane) - Visual inspection for leaks and proper level. Record Level			X	
b	Fuel Filter / Strainer - Visual inspection for damage or leaks. Clean or Replace			X	
c	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Inspect line brackets			X	
d	Solenoid Valves - Check for proper operation			X	

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airlane Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments
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Ignition System

7 a	Spark Plugs - Visually inspect and replace as necessary			X	
b	Distributor - Visually inspect and replace parts as necessary			X	
c	Spark Plug Wires - Visually inspect and replace as necessary			X	

Starting System

8 a	Battery Charger - Measure battery charger float voltage. Record voltage	X			26.4
b	Battery Charger - Check for proper operation and connections	X			
c	Batteries - Check electrolyte level (where applicable)	X			
d	Battery Cables - Clean and tighten all battery cables	X			
e	Starting Motor(s) - Inspect connections and wiring	X			
f	Battery Type and Quantity	X			8D/2
g	Date Stamped Battery with Paint Pen and Note Age	X			04/2016

Generator

9 a	Wiring - Inspect for loose connections	X			
b	Voltage Regulator - Inspect for loose connections	X			
c	Stator & Rotor - Visually inspect for damage and air gap	X			
d	Coupling and Guards - Inspect for vibration and loose or missing parts	X			
e	General - Inspect for debris or animal damage	X			

Controller

10 a	Wiring - Inspect for loose connections	X			
b	Circuit Boards and Meters - Inspect for loose connections	X			
c	Panel Lamps - Operational check of illumination and safety lamps	X			


Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
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Transfer Switch(es)

11 a	Infrared Temperature readings of connections (Normal)			X	
b	Infrared Temperature readings of connections (Load)			X	
c	Infrared Temperature readings of connections (Emergency) - Test near end of loaded run			X	
d	Visual Inspection - Check for loose or broken wires and dirt accumulation			X	
e	Exerciser Clock - Check for correct time. Adjust if necessary.			X	
f	Digital Controller - Check operational records for problems			X	

Controller

12 a	Start Controls - Manual check for proper operation and general starting ability	X				
b	Remote Annunciators and Alarms - Test all panel and system alarms for proper operation	X				
c	Check AC gauges and meters and record readings	Volts A		Volts B	Volts C	Frequency
		480		480	480	60.0
		Amps A		Amps B	Amps C	Loaded Y/N
d	Check DC gauges and meters and record readings	50		50	50	YES
		Oil Pressure	Coolant Temp	Battery Volts	Fuel Pressure	
		80	180	28.3	N/A	

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airline Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
Cooling System					
13 a	Cooling System - Check temperature of inlet and outlet of radiator. Record temperatures	X			166F 95F
b	Water Pump - Check for leaks and unusual noise or vibration. Check Pulley	X			
c	Fan and Belts - Check for leaks and unusual noise or vibration	X			
Starting System					
14 a	Starter and Alternator - Check for unusual noise or vibration	X			
General					
15 a	Enclosure Condition - Check for leaks, security, etc.	X			
b	Inspect for oil, fuel, coolant, intake or exhaust leaks while running	X			
c	Visual Inspection - Overall condition of generator set	X			
d	Vibration Isolators - Visual Inspection for broken springs or damaged cases	X			
e	Louvers - Check for proper operation of louvers. Minor adjustment if necessary	X			
Operational Test					
16 a	Test unit with load (if possible)	X			
17 a	Unit transferred in less then 10 seconds (NFPA110)			X	

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
After Shutdown					
18 a	Take oil sample (if required) - Recheck for proper crankcase level. Top off as required (Inspection Visit)			X	
b	Take coolant sample (if required) - Recheck for proper radiator level. Top off as required			X	
c	Take fuel sample (if required) - Inform customer if fuel is required			X	
d	Grease generator bearing (if applicable) - 2 pumps annually			X	
e	Change engine oil, fuel and oil filters (Maintenance Visit)			X	
f	Start engine and check for leaks	X			
g	Check for proper crankcase level	X			
h	CHECK GENERATOR BREAKER	X			
i	RESET ALL CONTROLS TO AUTOMATIC	X			
j	Talk to customer about basic system operation.	X			

Repair Recommendations or Additional Comments:

09/13/2016 MTS 241.0 engine hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit under building load. Unit is operating properly.

Customer Signature

ONEIDA TRIBE OF INDIANS OF WISCONSIN

ZONING DEPARTMENT



Location: N7332 Water Circle Place Oneida, WI 54155

Office: (920) 869-1600

Mailing Address:

P.O Box 365 Oneida, WI 54155-0365

Toll Free: (800) 236-2868

Fax: (920) 869-1610

Fire Inspection Report Form

Page _____ of _____

3120 S PALKERLAND DR LOCATION (Legal Address)

ONE STOP & CASINO NAME OF BUSINESS

7/14/16 DATE OF INSPECTION

COMPLIANCE DATE

*§Section 66.4 (Standards) of the Building Code of the Oneida Reservation Incorporates SPS 314 by reference, SPS 314.001 Incorporates NFPA 1 reference, NFPA 1 2.1 incorporates the entire NFPA suite by reference.

Table with 3 columns listing fire safety codes (Ch 1, Ch 10, Ch 11, Ch 12, Ch 13, Ch 14, Ch 20, Ch 22, Ch 25, Ch 26, Ch 27, Ch 29, Ch 30, Ch 33, Ch 34, Ch 40, Ch 41, Ch 42, Ch 45, Ch 50, Ch 52, Ch 53, Ch 60, Ch 61, Ch 63, Ch 65, Ch 66, Ch 69, Ch 70, Ch 71, Ch 72, Ch 73) and their respective sub-sections.

REMARKS - A COPY OF THIS NOTICE WILL BE ON FILE IN THE OFFICE OF THE FIRE INSPECTOR FOR FURTHER ACTION

INSTALL PROTECTION FOR GAS METER
INSTALL ESCHUTCHEDN ON SPRINKLER - T BACON BR- COOLER
REMOVE SALT BOX - NORTH RETAIL ENTRANCE

OWNER/AGENT/MANAGER REPRESENTATIVE

Jim Duffault 192
Mike 2187

Larry J. Conley 136125
INSPECTING OFFICER/FIRE DEPARTMENT No.

WHITE—Inspector, YELLOW—Fire Department, PINK—Owner

5/0769 10095

Wm Stehendorf 8204

Fire Alarm and Life Safety System Inspection Certificate

For

Oneida Packerland One Stop
3120 Packerland Drive
Green Bay, WI 54313

Tested to NFPA 72 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Sep 12, 2016

Building: Oneida Packerland One Stop

Contact: Tim Skenandore
Title: Facilities Director

Company: Communications Engineering Company - Green
Bay

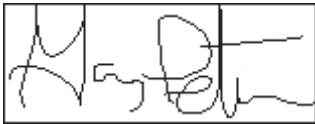

Contact: Gary Peterman
Title: Senior Inspector

Executive Summary

Generated by: *BuildingReports.com*

Building Information		
Building: Oneida Packerland One Stop	Contact: Tim Skenandore	
Address: 3120 Packerland Drive	Phone: 920-494-4500	
Address:	Fax:	
City/State/Zip: Green Bay, WI 54313	Mobile: 920-819-1823	
Country: United States of America	Email: tskenan1@oneidanation.org	
Inspection Performed By		
Company: Communications Engineering Company - Green Bay	Inspector: Gary Peterman	
Address: 2200 American Blvd.	Phone: 920-434-9082	
Address:	Fax:	
City/State/Zip: De Pere, WI 54115	Mobile:	
Country: United States of America	Email: gpeterman@cecinfo.com	
System Control Unit		
Manufacturer: Silent Knight	Inspection Date: 09/12/2016	IDC Style: B
Model Number: 5808	Install Date: 05/17/2006	SLC Style:
Software Version:	Version Date: 12/30/2010	NAC Style: Y
Location: 1st Floor In Electrical Room	Current Protection: Breaker	
Monitoring		
Company: COPS Monitoring	Phone: 877-509-0821	Account #:
Central Station Signal Verification		
Type: Digital Communicator	Mfg: Silent Knight	Model #: 5808
Test Time/Date:	Restore Time	
Type of Signal	Signal Confirmation	Notes
Type: Alarm Signal Test	Confirmed Time:	
Type: Alarm Restoration	Confirmed Time:	
Type: Trouble Signal	Confirmed Time:	
Type: Trouble Restoration	Confirmed Time:	
Type: Supervisory Signal	Confirmed Time:	
Type: Supervisory Restoration	Confirmed Time:	

Inspection Summary								
Category	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Supervisory	2	4.08%	0	0%	0	0%	0	0%
Monitor	6	12.24%	0	0%	0	0%	0	0%
Auxiliary	2	4.08%	0	0%	0	0%	0	0%
Indicating	3	6.12%	1	33.33%	1	100.00%	0	0%
Initiating	23	46.94%	2	8.70%	2	100.00%	0	0%
Control	13	26.53%	2	15.38%	2	100.00%	0	0%
Totals	49	100%	5	10.20%	5	100.00%	0	0%

Certification	
Company: Communications Engineering Company - Green Bay Inspector: Gary Peterman  Signed: Sep 12, 2016 9:05:20 AM	Building: Oneida Packerland One Stop Contact: Tim Skenandore  Signed: Sep 12, 2016 9:21:23 AM

Notes & Recommendations

Generated by: *BuildingReports.com*

Building: Oneida Packerland One Stop
<i>The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by Category.</i>
General Note
Monthly Per NFPA 72, 2007 ed, Figure 10-4.2.2

Inspection & Testing

Generated by: *BuildingReports.com*

Building: Oneida Packerland One Stop	Control Panel: 1 - Silent Knight 5808
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The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.

Device Type	Location	Service	Time	Date
<i>Passed</i>				
Control				
Control Panel	1st Floor In Electrical Room	Visual & Functional, Passed	9:02:12 AM	09/12/2016
Disconnect	1st Floor In Electrical Room Panel B1 Circuit 31	Visual & Functional, Passed	9:02:17 AM	09/12/2016
Indicating				
Indicating Device	1st Floor In Electrical Room Functional Test Of Alarm, Supervisory, Trouble, Monitor, And Reset	Visual & Functional, Passed	9:02:14 AM	09/12/2016
Initiating				
Pull Station	1st Floor Hall By Electrical Room	Visual & Functional, Passed	9:05:09 AM	09/12/2016
Smoke Detector	1st Floor In Electrical Room	Visual & Functional, Passed	9:03:50 AM	09/12/2016

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Auxiliary				
Fan Shutdown Releasing Device	1st Floor Above Ceiling In Gaming 1st Floor Cigarette Storage In Convience Store	Functional Test Of Entire Building Released On General Alarm		
Control				
Annunciator Battery	1st Floor West Main Entrance Lobby 1st Floor In Electrical Room BPS Left Battery	Sim. 30 Min. Discharge/ Load Voltage Tests 12V-8Ah		
Battery	1st Floor In Electrical Room BPS Right Battery	Sim. 30 Min. Discharge/ Load Voltage Tests 12V-8Ah		
Battery	1st Floor Below FACP Left Battery	Sim. 30 Min.		

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Battery	Discharge/ Load Voltage Tests 12V-26Ah 1st Floor Below FACP Right Battery Sim. 30 Min.			
Communication Line	Discharge/ Load Voltage Tests 12V-26Ah 1st Floor In Electrical Room Disconnect Test Communication Line 1			
Communication Line	1st Floor In Electrical Room Disconnect Test Communication Line 2			
Communicator	1st Floor In Electrical Room			
Power Supply	1st Floor In Electrical Room BPS 1 Charger 120V/24V			
Power Supply	1st Floor In Electrical Room Main FACP Charger 120V/24V			
Printer	1st Floor In Data Room			
Indicating				
Horn/Strobe	1st Floor In Electrical Room Audible/Visual Test Entire Building 8 Total			
Strobe	1st Floor In Electrical Room Visual Test Entire Building 6 Total			
Initiating				
Duct Detector	Roof Access In Storage By Data Room Open North End AHU 4			
Duct Detector	Roof Access In Storage By Data Room Open South End AHU 5			
Duct Detector	Roof Access In Storage By Data Room East Side In Supply Duct To Casino Area AHU 1			
Duct Detector	Roof Access In Storage By Data Room West Side In Supply Duct To Casino Area AHU 2			
Heat Detector	1st Floor Storage Behind Cigarette Counter			
Heat Detector	1st Floor Unisex Bathroom			
Heat Detector	1st Floor By Data Room			
Heat Detector	1st Floor In Data Room			
Heat Detector	1st Floor In DCU			
Heat Detector	1st Floor In Janitors Closet			
Heat Detector	1st Floor In Employee Entrance Hall			
Heat Detector	1st Floor In Observation Room Through DCU Room			
Heat Detector	1st Floor Outside In Boiler Room			
Heat Detector	1st Floor Storage Room			
Pull Station	1st Floor By Restaurant Exit			
Pull Station	1st Floor Hall By Southeast Exit			
Pull Station	1st Floor Kitchen Exit			
Pull Station	1st Floor East Main Entrance			
Pull Station	1st Floor North Main Entrance			
Pull Station	1st Floor West Main Entrance			
Waterflow Switch	1st Floor Outside In Boiler Room			
Monitor				
Monitoring	1st Floor In Electrical Room			
Monitoring	1st Floor In Electrical Room			
Monitoring	1st Floor In Electrical Room			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Monitoring	1st Floor In Electrical Room			
Monitoring	1st Floor In Electrical Room			
Monitoring	1st Floor In Electrical Room			
Supervisory				
Tamper Switch	1st Floor Outside In Boiler Room 1 Of 2			
Tamper Switch	1st Floor Outside In Boiler Room 2 Of 2			

Service Summary

Generated by: BuildingReports.com

Building: Oneida Packerland One Stop		
<i>The Service Summary section provides an overview of the services performed in this report.</i>		
Device Type	Service	Quantity
<i>Passed</i>		
Control Panel	Visual & Functional, Passed	1
Disconnect	Visual & Functional, Passed	1
Indicating Device	Visual & Functional, Passed	1
Pull Station	Visual & Functional, Passed	1
Smoke Detector	Visual & Functional, Passed	1
Total		5
<i>Untested</i>		
Annunciator		1
Battery		4
Communication Line		2
Communicator		1
Duct Detector		4
Fan Shutdown		1
Heat Detector		10
Horn/Strobe		1
Monitoring		6
Power Supply		2
Printer		1
Pull Station		6
Releasing Device		1
Strobe		1
Tamper Switch		2
Waterflow Switch		1
Total		44

Auxiliary Functions Testing

Generated by: BuildingReports.com

Building: Oneida Packerland One Stop		Control Panel: 1 - Silent Knight 5808		
<p><i>The Auxiliary Functions Testing section lists each of the ancillary items, systems, and emergency equipment that are controlled by the system control unit. Items are grouped by Passed or Failed/Other. The items are listed by device type, and a check box is provided to indicate if the test conducted was simulated.</i></p>				
Type	Location	Comment	ScanID	Simulated
Untested				
Fan Shutdown				
Exhaust	1st Floor Above Ceiling In Gaming		17899611	<input type="checkbox"/>
Releasing Device				
Door Holder	1st Floor Cigarette Storage In Convience Store	Functional Test Of Entire Building Released On General Alarm	22467136	<input type="checkbox"/>

Smoke Management Testing

Generated by: *BuildingReports.com*

Building: Oneida Packerland One Stop		Control Panel: 1 - Silent Knight 5808		
<i>The Smoke Management Testing section details the test and inspection of device items that are involved in controlling the spread of smoke in a building. Items are grouped by Passed or Failed/Other.</i>				
Location	Description	Comment	ScanID	Simulated
<i>Untested</i>				
Fan Shutdown				
1st Floor Above Ceiling In Gaming	Exhaust		17899611	<input type="checkbox"/>
Releasing Device				
1st Floor Cigarette Storage In Convience Store	Door Holder		22467136	<input type="checkbox"/>
Functional Test Of Entire Building Released On General Alarm				

Inventory & Warranty Report

Generated by: *BuildingReports.com*

Building: Oneida Packerland One Stop		Control Panel: 1 - Silent Knight 5808		
<p><i>The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.</i></p>				
Device or Item	Category	% of Inventory	Quantity	
Heat Detector	Initiating	20.41%	10	
Pull Station	Initiating	14.29%	7	
Annunciator	Control	2.04%	1	
Duct Detector	Initiating	8.16%	4	
Printer	Control	2.04%	1	
Communication Line	Control	4.08%	2	
Battery	Control	8.16%	4	
Fan Shutdown	Auxiliary	2.04%	1	
Monitoring	Monitor	12.24%	6	
Power Supply	Control	4.08%	2	
Strobe	Indicating	2.04%	1	
Releasing Device	Auxiliary	2.04%	1	
Communicator	Control	2.04%	1	
Waterflow Switch	Initiating	2.04%	1	
Tamper Switch	Supervisory	4.08%	2	
Horn/Strobe	Indicating	2.04%	1	
Control Panel	Control	2.04%	1	
Indicating Device	Indicating	2.04%	1	
Disconnect	Control	2.04%	1	
Smoke Detector	Initiating	2.04%	1	
Type	Qty	Model #	Description	Install Date
<i>In Service - 90 Days - 1 Year</i>				
Duracelf				
Battery	1	12-26	Sealed Lead Acid	11/20/2015
Duracell				
Battery	1	12-26	Sealed Lead Acid	11/20/2015
Battery	2	12-8	Sealed Lead Acid	11/20/2015
<i>In Service - 10 Years to 15 Years</i>				
EST				
Duct Detector	2	Super-Duct	Photoelectric	05/17/2006
OKI				
Printer	1	186		05/17/2006
Potter Electric				
Tamper Switch	2			05/17/2006
Waterflow Switch	1	SD505-AHS		05/17/2006
Silent Knight				

Annunciator	1		LED List	05/17/2006
Communication Line	2	5808		05/17/2006
Communicator	1	5808	Digital Communicator	05/17/2006
Control Panel	1	5808		05/17/2006
Fan Shutdown	1	SD505-APS	Exhaust	05/17/2006
Heat Detector	10	SD505-AHS	Rate-of-Rise	05/17/2006
Horn/Strobe	1	5808		05/17/2006
Indicating Device	1	5808	LED	05/17/2006
Monitoring	1	5808	Alarm Restoration	05/17/2006
Monitoring	1	5808	Alarm Signal Test	05/17/2006
Monitoring	1	5808	Supervisory Restoration	05/17/2006
Monitoring	1	5808	Supervisory Signal	05/17/2006
Monitoring	1	5808	Trouble Restoration	05/17/2006
Monitoring	1	5808	Trouble Signal	05/17/2006
Power Supply	2	5808		05/17/2006
Pull Station	7	PS-DATK	Single Action	05/17/2006
Releasing Device	1		Door Holder	05/17/2006
Smoke Detector	1	SD505-APS	Photoelectric	05/17/2006
Strobe	1	5808		05/17/2006
Square D				
Disconnect	1		Breaker	05/17/2006
System Sensor				
Duct Detector	2	D4120	Photoelectric	05/17/2006

Zone Address Report

Generated by: BuildingReports.com

Building: Oneida Packerland One Stop	Control Panel: 1 - Silent Knight 5808
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The Zone Address Report lists all of the devices and items that have an individual address, or are grouped together under a common zone. The device type, location, and description are included for your reference.

Address	Device Type	Location	Type	ScanID
Zone/Circuit: M33				
030	Duct Detector	Roof Access In Storage By Data Room Open South End AHU 5	Photoelectric	34223125
031	Duct Detector	Roof Access In Storage By Data Room East Side In Supply Duct To Casino Area AHU 1	Photoelectric	17899574
032	Duct Detector	Roof Access In Storage By Data Room West Side In Supply Duct To Casino Area AHU 2	Photoelectric	14132377
033	Duct Detector	Roof Access In Storage By Data Room Open North End AHU 4	Photoelectric	34223126
P001	Pull Station	1st Floor Kitchen Exit	Single Action	17899559
P002	Pull Station	1st Floor By Restaurant Exit	Single Action	17899558
P003	Pull Station	1st Floor Hall By Electrical Room	Single Action	17899555
P004	Pull Station	1st Floor Hall By Southeast Exit	Single Action	17899557
P005	Pull Station	1st Floor East Main Entrance	Single Action	17899561
P006	Pull Station	1st Floor West Main Entrance	Single Action	17899563
P007	Pull Station	1st Floor North Main Entrance	Single Action	17899562
P009	Heat Detector	1st Floor Outside In Boiler Room	Rate-of-Rise	34223127
P010	Heat Detector	1st Floor Storage Room	Rate-of-Rise	31983529
P011	Heat Detector	1st Floor In Data Room	Rate-of-Rise	34223124
P012	Heat Detector	1st Floor By Data Room	Rate-of-Rise	17899579
P013	Heat Detector	1st Floor In Employee Entrance Hall	Rate-of-Rise	17899556
P014	Heat Detector	1st Floor In Observation Room Through DCU Room	Rate-of-Rise	17899570
P015	Heat Detector	1st Floor In DCU	Rate-of-Rise	17899566
P016	Heat Detector	1st Floor In Janitors Closet	Rate-of-Rise	17899565
P017	Heat Detector	1st Floor Storage Behind Cigarette Counter	Rate-of-Rise	34223123
P022	Heat Detector	1st Floor Unisex Bathroom	Rate-of-Rise	17899560
P023	Tamper Switch	1st Floor Outside In Boiler Room 1 Of 2		17448786
P024	Tamper Switch	1st Floor Outside In Boiler Room 2 Of 2		17448787
P025	Waterflow Switch	1st Floor Outside In Boiler Room		17448783
P026	Smoke Detector	1st Floor In Electrical Room	Photoelectric	30431154



Total Energy Systems, LLC
A TELOCIN GROUP, INC. COMPANY

2211 American Blvd • De Pere, WI 54115
Phone 888-548-1400 • Fax 920-964-1409

8525 N. 87th Street • Milwaukee, WI 53224
Phone 800-236-6626 • Fax 414-357-6278

14950 Martin Drive • Eden Prairie, MN 55344
Phone 866-583-1671 • Fax 952-767-1681

4324 Airlane Dr. SE • Grand Rapids, MI 49512
Phone 888-341-5610 • Fax 616-971-0146

BILL TO

ONEIDA TRIBE OF INDIANS/WISC
ATTN: ACCOUNTS PAYABLE
P O BOX 365
ONEIDA, WI 54155

JOB SITE

G-M TRAVEL CENTER OCTC 2932
5939 OLD 29 DRIVE
PULASKI, WI 54162

WORK ORDER

159781

PAGE

1 / 1


CUSTOMER PURCHASE ORDER NUMBER	DATE ENTERED	PRIORITY	INIT	ACCOUNT NUMBER	SITE NUMBER	
TJW-83088-16-PO	09/01/2016	N	JAB	000000006241	000000000000013	
WARRANTY	MODEL NUMBER		SPEC NUMBER		SERIAL NUMBER	
YES <input type="checkbox"/> NO <input type="checkbox"/>	70GGHF5734177 ONAN GENERATOR		5734177		F050796069	
CONTACT NAMES		PHONE NUMBERS		IN SERVICE INFORMATION		
CONTACT: TIM SKENANDORE CALLER: TIM SKENANDORE		BILL TO: 920-490-1100 SHIP TO: 920-429-3442		STARTUP DATE PARTS DATE EXP DATE LABOR DATE		
CALL TYPE	REASON	METER HOURS	ROUND TRIP MILES	NUMBER OF TRIPS	TOTAL MILES	
P/M	PM		30.00			
QUANTITY	PART NUMBER	DESCRIPTION			LOC	PROMISE DATE
	GB	GB - LABOR HOURS			GB	9/13/2016
	PM GB	PLANNED MAINTENANCE PER AGREEMENT			GB	9/13/2016
	MTS	MIKE S. - LABOR HOURS			GB	9/13/2016
	09/13/2016 MTS	107.3 engine hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit. Unit operating properly.				
	2C	ROUND TRIP CHARGE - TRK - MTS			GB	9/13/2016

SERVICE TO BE PERFORMED

INSPECTION, TESTING

TOTAL ENERGY SYSTEMS, LLC shall have no responsibility to the owner for special or consequential damages including loss of time, injury to person or property or any other consequential damage or incidental or economic loss. All other warranties, expressed and implied, including merchantability and fitness for a particular purpose, are hereby waived, disclaimed and excluded.

CUSTOMER SIGNATURE _____ SERVICE TECH SIGNATURE _____ DATE _____

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airline Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

CUSTOMER NAME		ACCOUNT NUMBER		SITE NUMBER	
Onieda		6241		0003	
TECHNICIAN		DATE		HOURLY START	
Mike Smith		09/13/2016		240.7	
GENERATOR		MODEL		SERIAL	
Onan		500DFFB		1930520933	
TRANSFER SWITCH		MODEL		SERIAL	
ASCO		7000			
ENGINE		MODEL		SERIAL	
Cummins		37149288 KTTA19G2		61173	
Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments

Cooling System

1 a	Coolant - Visual inspection of level and condition	X			
b	Coolant - Record Protection level	X			-34
c	Pressure Test System - Record test pressure	X			No visible leaks
d	Filler Cap - Visual inspection of gaskets and sealing surfaces	X			
e	Radiator/Heat Exchanger - Visual inspection for leaks, damage and debris	X			
f	Fan Guard - Inspect for missing or broken parts	X			
g	Fan Drive Pulley - Check for loose or worn pulleys and lube fan drive (if applicable)	X			
h	Fan Belts - Inspect for frayed or worn belts. Check tension and adjust	X			
i	Hoses - Visual inspection of all hoses for condition. Check Connections	X			
j	Water Pump - Visual inspection for leaks	X			
k	Jacket Water Heater - Check for proper operation. Record temperature	X			148F
l	Coolant Test Strip - Record Results	X			pH 8.0 Nitrates 900 ppm

Lubrication System

2 a	Oil Level - Check for proper level	X			
b	Oil Leaks - Inspect for leaks. Wipe engine and change absorbent pads (where applicable)	X			
c	Crankcase Breather System - Inspect hose and connections. Note excessive blow by during test run	X			

Intake Air System

3 a	Air Filter - Inspect restriction gauge	X			
b	Air Filter - Inspect filter element	X			
c	Air Inlet System - Inspect piping for damaged or loose connections.	X			

Exhaust System


4 a	Silencer and Piping (Interior) - Inspect for damage/leakage of piping and/or insulation	X			
b	Silencer and Piping (Exterior) - Inspect for damage/leakage of piping. Check Rain cap	X			
C	Exhaust Manifold - Inspect for damage or missing hardware or wet stacking	X			

Fuel System - Diesel

5 a	Fuel Tank - Visually inspect for leaks and proper level. Record Level	X			5/8
b	Day Tank - Check Tank Level. Record Level			X	
c	Fuel Priming Pump - Inspect for proper operation	X			
d	Fuel Filters - Primary/Secondary, Inspect for damage or leaks	X			
e	Water/Trap Separator - Drain water from tank or separator if valves are available	X			
f	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Check line brackets	X			
g	Solenoid Valves - Check for proper operation	X			

Fuel System - Gaseous

6 a	Fuel Tank (Propane) - Visual inspection for leaks and proper level. Record Level			X	
b	Fuel Filter / Strainer - Visual inspection for damage or leaks. Clean or Replace			X	
c	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Inspect line brackets			X	
d	Solenoid Valves - Check for proper operation			X	

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airlane Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments
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Ignition System

7 a	Spark Plugs - Visually inspect and replace as necessary			X	
b	Distributor - Visually inspect and replace parts as necessary			X	
c	Spark Plug Wires - Visually inspect and replace as necessary			X	

Starting System

8 a	Battery Charger - Measure battery charger float voltage. Record voltage	X			26.4
b	Battery Charger - Check for proper operation and connections	X			
c	Batteries - Check electrolyte level (where applicable)	X			
d	Battery Cables - Clean and tighten all battery cables	X			
e	Starting Motor(s) - Inspect connections and wiring	X			
f	Battery Type and Quantity	X			8D/2
g	Date Stamped Battery with Paint Pen and Note Age	X			04/2016

Generator

9 a	Wiring - Inspect for loose connections	X			
b	Voltage Regulator - Inspect for loose connections	X			
c	Stator & Rotor - Visually inspect for damage and air gap	X			
d	Coupling and Guards - Inspect for vibration and loose or missing parts	X			
e	General - Inspect for debris or animal damage	X			

Controller

10 a	Wiring - Inspect for loose connections	X			
b	Circuit Boards and Meters - Inspect for loose connections	X			
c	Panel Lamps - Operational check of illumination and safety lamps	X			


Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
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Transfer Switch(es)

11 a	Infrared Temperature readings of connections (Normal)			X	
b	Infrared Temperature readings of connections (Load)			X	
c	Infrared Temperature readings of connections (Emergency) - Test near end of loaded run			X	
d	Visual Inspection - Check for loose or broken wires and dirt accumulation			X	
e	Exerciser Clock - Check for correct time. Adjust if necessary.			X	
f	Digital Controller - Check operational records for problems			X	

Controller

12 a	Start Controls - Manual check for proper operation and general starting ability	X							
b	Remote Annunciators and Alarms - Test all panel and system alarms for proper operation	X							
c	Check AC gauges and meters and record readings	Volts A		Volts B		Volts C		Frequency	
		480		480		480		60.0	
		Amps A		Amps B		Amps C		Loaded Y/N	
d	Check DC gauges and meters and record readings	50		50		50		YES	
		80		180		28.3		N/A	

 Total Energy Systems, LLC	<input type="checkbox"/> Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	<input type="checkbox"/> Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-6626 P 414-357-6278	<input type="checkbox"/> Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	<input type="checkbox"/> Grand Rapids 4324 Airline Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
Cooling System					
13 a	Cooling System - Check temperature of inlet and outlet of radiator. Record temperatures	X			166F 95F
b	Water Pump - Check for leaks and unusual noise or vibration. Check Pulley	X			
c	Fan and Belts - Check for leaks and unusual noise or vibration	X			
Starting System					
14 a	Starter and Alternator - Check for unusual noise or vibration	X			
General					
15 a	Enclosure Condition - Check for leaks, security, etc.	X			
b	Inspect for oil, fuel, coolant, intake or exhaust leaks while running	X			
c	Visual Inspection - Overall condition of generator set	X			
d	Vibration Isolators - Visual Inspection for broken springs or damaged cases	X			
e	Louvers - Check for proper operation of louvers. Minor adjustment if necessary	X			
Operational Test					
16 a	Test unit with load (if possible)	X			
17 a	Unit transferred in less than 10 seconds (NFPA110)			X	

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
After Shutdown					
18 a	Take oil sample (if required) - Recheck for proper crankcase level. Top off as required (Inspection Visit)			X	
b	Take coolant sample (if required) - Recheck for proper radiator level. Top off as required			X	
c	Take fuel sample (if required) - Inform customer if fuel is required			X	
d	Grease generator bearing (if applicable) - 2 pumps annually			X	
e	Change engine oil, fuel and oil filters (Maintenance Visit)			X	
f	Start engine and check for leaks	X			
g	Check for proper crankcase level	X			
h	CHECK GENERATOR BREAKER	X			
i	RESET ALL CONTROLS TO AUTOMATIC	X			
j	Talk to customer about basic system operation.	X			

Repair Recommendations or Additional Comments:

09/13/2016 MTS 241.0 engine hours. Drove to site. Performed preventive maintenance inspection per checklist. Test ran unit under building load. Unit is operating properly.

Customer Signature

ZONING DEPARTMENT

Location: N7332 Water Circle Place Oneida, WI 54155



Mailing Address: P.O. Box 365 Oneida, WI 54155-0365

Office: (920) 869-1600

Toll Free: (800) 236-2868 Fax: (920) 869-1610

Fire Inspection Report Form

5939 OLD 29 DR LOCATION (Legal Address)

Page ___ Of ___

TRAVEL CENTER & CASINO NAME OF BUSINESS

7/13/16 DATE OF INSPECTION

COMPLIANCE DATE

*Section 66.4 (Standards) of the Building Code of the Oneida Reservation incorporates SPS 314 by reference, SPS 314.001 incorporates NFPA 1 reference, NFPA 1 2.1 incorporates the entire NFPA suite by reference.

Table with 3 columns listing fire codes: Ch 1 Administrative, Ch 10 General Fire Safety, Ch 11 Building Services, Ch 12 Features of Fire Protection, Ch 13 Fire Protection Systems, Ch 14 Means of Egress, Ch 16 Safeguards During Building Construction, Ch 18 Fire Department Access, Ch 19 Combustible Waste, Ch 20 Occupancy Fire Safety, Ch 22 Automobile Wrecking Yards, Ch 25 Grandstands, Ch 26 Laboratories, Ch 27 Manufactured Home, Ch 29 Parking Garages, Ch 30 Motor Fuel Dispensing, Ch 33 Outside Storage of Tires, Ch 34 General Storage, Ch 38 Dust Explosion Prevention, Ch 41 Hot Work Operations, Ch 42 Refueling, Ch 45 Combustible Fibers, Ch 50 Commercial Cooking Equipment, Ch 52 Stationary Lead-Acid Battery Systems, Ch 53 Mechanical Refrigeration, Ch 60 Hazardous Materials, Ch 61 Aerosol Products, Ch 63 Compressed Gases, Ch 65 Explosives, Ch 66 Flammable Solids, Ch 69 Liquefied Petroleum Gases, Ch 70 Oxidizers, Ch 71 Pyrophoric Solids, Ch 72 Unstable Solids, Ch 73 Water-Reactive Solids.

REMARKS—A COPY OF THIS NOTICE WILL BE ON FILE IN THE OFFICE OF THE FIRE INSPECTOR FOR FURTHER ACTION

INSTALL CEILING TILE / SECURITY AT SLOTS OFFICE HOUSE KEEPING - WATER SHED

Tom Sanford #5790 Owner/Agent/Manager Representative; Mattie Leck 10786 Inspecting Officer; James J. Cornelius #36125 No. Inspecting Officer/Fire Department

Tom Sanford 992 OWNER/AGENT/MANAGER REPRESENTATIVE; WICOMM BLD. INSP. #1072082 OP 2008 9/13

Fire Alarm and Life Safety System Inspection Certificate

For

Oneida Travel Center
5939 Old Hwy 29 Drive
Pulaski, WI 54162

Tested to NFPA 72 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Sep 12, 2016

Building: Oneida Travel Center

Contact: Tim Skenandore
Title: Facilities Director

Company: Communications Engineering Company - Green
Bay



Contact: Gary Peterman
Title: Senior Inspector

Executive Summary

Generated by: BuildingReports.com

Building Information		
Building: Oneida Travel Center	Contact: Tim Skenandore	
Address: 5939 Old Hwy 29 Drive	Phone: 920-494-4500	
Address:	Fax:	
City/State/Zip: Pulaski, WI 54162	Mobile: 920-819-1823	
Country: United States of America	Email: tskenan1@oneidanation.org	
Inspection Performed By		
Company: Communications Engineering Company - Green Bay	Inspector: Gary Peterman	
Address: 2200 American Blvd.	Phone: 920-434-9082	
Address:	Fax:	
City/State/Zip: De Pere, WI 54115	Mobile:	
Country: United States of America	Email: gpeterman@cecinfo.com	
System Control Unit		
Manufacturer: EST	Inspection Date: 09/12/2016	IDC Style: B
Model Number: Quick Start	Install Date: 05/18/2005	SLC Style:
Software Version: V02.50.0	Version Date: 03/12/2013	NAC Style: Y
Location: 1st Floor In Maintenance Storage	Current Protection: Breaker	
Monitoring		
Company: COPS Monitoring	Phone: 877-509-0821	Account #: 100-2505
Central Station Signal Verification		
Type: Digital Communicator	Mfg: EST	Model #: Quick Start
Test Time/Date:	Restore Time	
Type of Signal	Signal Confirmation	Notes
Type: Supervisory Signal	Confirmed Time:	
Type: Alarm Restoral	Confirmed Time:	
Type: Supervisory Restoral	Confirmed Time:	
Type: Alarm Signal	Confirmed Time:	
Type: Trouble Signal	Confirmed Time:	
Type: Trouble Restoral	Confirmed Time:	

Inspection Summary								
Category	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Supervisory	4	5.71%	0	0%	0	0%	0	0%
Monitor	6	8.57%	0	0%	0	0%	0	0%
Auxiliary	1	1.43%	0	0%	0	0%	0	0%
Indicating	6	8.57%	1	16.67%	1	100.00%	0	0%
Initiating	40	57.14%	2	5.00%	2	100.00%	0	0%
Alarm	1	1.43%	0	0%	0	0%	0	0%
Control	12	17.14%	2	16.67%	2	100.00%	0	0%
Totals	70	100%	5	7.14%	5	100.00%	0	0%

Certification	
Company: Communications Engineering Company - Green Bay	Building: Oneida Travel Center
Inspector: Gary Peterman	Contact: Tim Skenandore
	
Signed: Sep 12, 2016 7:37:13 AM	Signed: Sep 12, 2016 7:37:31 AM

Notes & Recommendations

Generated by: BuildingReports.com

Building: Oneida Travel Center
<i>The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by Category.</i>
General Note
Monthly Inspection, Per NFPA 72, 2007 ed., Figure 7-5.2.2

Inspection & Testing

Generated by: BuildingReports.com

Building: Oneida Travel Center	Control Panel: 1 - EST Quick Start
---------------------------------------	---

The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.

Device Type	Location	Service	Time	Date
<i>Passed</i>				
Control				
Control Panel	1st Floor In Maintenance Storage	Visual & Functional, Passed	7:32:31 AM	09/12/2016
Disconnect	1st Floor Mechanical Equipment Room Panel L1 Breaker 41	Visual & Functional, Passed	7:32:46 AM	09/12/2016
Indicating				
Indicating Device	1st Floor In Maintenance Storage	Functional Test Of Supervisory, Monitor, Trouble And System Reset	7:32:39 AM	09/12/2016
Initiating				
Pull Station	1st Floor Corridor 103 By Driver Services Hallway 126	Visual & Functional, Passed	7:35:48 AM	09/12/2016
Smoke Detector	1st Floor Corridor 103 By Exit By Driver Services Hall	Visual & Functional, Passed	7:36:40 AM	09/12/2016

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Alarm				
Kitchen Hood	1st Floor Kitchen Exit To Employee Hallway			
Auxiliary				
Fan Shutdown	1st Floor In Maintenance Storage	Fan Shutdown Test Entire Building		
Control				
Annunciator	1st Floor Security Office			
Battery	1st Floor In Maintenance Storage	BPS 1 Left Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-8Ah		
Battery	1st Floor In Maintenance Storage	BPS 1 Right Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-8Ah		
Battery	1st Floor In Maintenance Storage	FACP Left		

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Battery	Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-8Ah 1st Floor In Maintenance Storage FACP Right			
Communication Line	Battery Sim. 30 Min. Discharge/Load Voltage Tests 12V-8Ah 1st Floor In Maintenance Storage Line			
Communication Line	Disconnect Test Line 1 1st Floor In Maintenance Storage Line			
Communicator	Disconnect Test Line 2 1st Floor In Maintenance Storage			
Power Supply	1st Floor In Maintenance Storage BPS Charger 120V/24V			
Power Supply	1st Floor In Maintenance Storage Main FACP Charger 120V/24V			
Indicating				
Horn/Strobe	1st Floor Employee Corridor 118 By Maintenance Storage Audible And Visual Test Entire Building 34 AV			
Indicating Device	1st Floor Gaming Floor By Beverages			
Indicating Device	1st Floor Gaming Floor By Restrooms			
Indicating Device	1st Floor Gaming Floor By Restrooms			
Indicating Device	1st Floor Gaming Floor By Security Office			
Initiating				
Duct Detector	1st Floor DCU Room By Gaming Floor			
Duct Detector	1st Floor DCU Room By Gaming Floor			
Duct Detector	1st Floor DCU Room By Gaming Floor			
Duct Detector	1st Floor DCU Room By Gaming Floor			
Duct Detector	1st Floor Mechanical Equipment Room 120			
Heat Detector	1st Floor Driver Laundry 131 In Driver Lounge 130			
Heat Detector	1st Floor Driver Lounge 130			
Heat Detector	1st Floor Employee Breakroom 119			
Heat Detector	1st Floor Kitchen By Stove 1 Of 2			
Heat Detector	1st Floor Kitchen By Stove 2 Of 2			
Heat Detector	1st Floor Maintenance Storage Back Room 121			
Heat Detector	1st Floor Mechanical Equipment Room 120			
Initiating Device	1st Floor DCU Room By Gaming Floor			
Initiating Device	1st Floor DCU Room By Gaming Floor			
Initiating Device	1st Floor DCU Room By Gaming Floor			
Initiating Device	1st Floor DCU Room By Gaming Floor			
Pull Station	1st Floor Corridor 105 Exit			
Pull Station	1st Floor Employee Corridor 118 Exit			
Pull Station	1st Floor Maintenance Storage Back Room 121 Exit			
Pull Station	1st Floor Mall 102 Exit			
Pull Station	1st Floor Pump House Exit			
Smoke Detector	1st Floor Corridor 103 By Restrooms			
Smoke Detector	1st Floor Corridor 105 By Custodial Closet			
Smoke Detector	1st Floor Corridor 105 By Exit			

Device Type	Location	Service	Time	Date
<i>Untested</i>				
Smoke Detector	1st Floor Data Closet By Driver Services Hallway 126			
Smoke Detector	1st Floor DCU Room Back Surveillance Room			
Smoke Detector	1st Floor DCU Room By Gaming Floor			
Smoke Detector	1st Floor Maintenance Storage Above FACP			
Smoke Detector	1st Floor Mall 102 By Gaming Floor			
Smoke Detector	1st Floor Mall 102 By Store			
Smoke Detector	1st Floor Pump House By Pump			
Smoke Detector	1st Floor Security Office			
Smoke Detector	1st Floor Soft Count			
Smoke Detector	1st Floor Store Storage 110			
Smoke Detector	1st Floor Vault			
Smoke Detector	1st Floor Driver Services Hall By Data Closet			
Waterflow Switch	1st Floor Maintenance Storage Back Room 121 Total 2 Waterflow Switch			
Waterflow Switch	1st Floor Pump House			
Monitor				
Monitoring	1st Floor In Maintenance Storage Alarm Restoral			
Monitoring	1st Floor In Maintenance Storage Alarm Signal			
Monitoring	1st Floor In Maintenance Storage Supervisory Restoral			
Monitoring	1st Floor In Maintenance Storage Supervisory Signal			
Monitoring	1st Floor In Maintenance Storage Trouble Restoral			
Monitoring	1st Floor In Maintenance Storage Trouble Signal			
Supervisory				
Tamper Switch	1st Floor Maintenance Storage Back Room 121 Total 4 Tamper Switch			
Tamper Switch	1st Floor Pump House			
Tamper Switch	1st Floor Pump House			
Tamper Switch	1st Floor Pump House			

Service Summary

Generated by: BuildingReports.com

Building: Oneida Travel Center		
<i>The Service Summary section provides an overview of the services performed in this report.</i>		
Device Type	Service	Quantity
<i>Passed</i>		
Control Panel	Visual & Functional, Passed	1
Disconnect	Visual & Functional, Passed	1
Indicating Device	Visual & Functional, Passed	1
Pull Station	Visual & Functional, Passed	1
Smoke Detector	Visual & Functional, Passed	1
Total		5
<i>Untested</i>		
Annunciator		1
Battery		4
Communication Line		2
Communicator		1
Duct Detector		5
Fan Shutdown		1
Heat Detector		7
Horn/Strobe		1
Indicating Device		4
Initiating Device		4
Kitchen Hood		1
Monitoring		6
Power Supply		2
Pull Station		5
Smoke Detector		15
Tamper Switch		4
Waterflow Switch		2
Total		65

Auxiliary Functions Testing

Generated by: BuildingReports.com

Building: Oneida Travel Center		Control Panel: 1 - EST Quick Start		
<p><i>The Auxiliary Functions Testing section lists each of the ancillary items, systems, and emergency equipment that are controlled by the system control unit. Items are grouped by Passed or Failed/Other. The items are listed by device type, and a check box is provided to indicate if the test conducted was simulated.</i></p>				
Type	Location	Comment	ScanID	Simulated
<i>Untested</i>				
Fan Shutdown				
Fan Shutdown	1st Floor In Maintenance Storage Fan Shutdown Test Entire Building		15929074	<input type="checkbox"/>

Smoke Management Testing

Generated by: *BuildingReports.com*

Building: Oneida Travel Center		Control Panel: 1 - EST Quick Start		
<i>The Smoke Management Testing section details the test and inspection of device items that are involved in controlling the spread of smoke in a building. Items are grouped by Passed or Failed/Other.</i>				
Location	Description	Comment	ScanID	Simulated
<i>Untested</i>				
Fan Shutdown				
1st Floor In Maintenance Storage Fan Shutdown Test Entire Building	Fan Shutdown		15929074	<input type="checkbox"/>

Inventory & Warranty Report

Generated by: *BuildingReports.com*

Building: Oneida Travel Center **Control Panel: 1 - EST Quick Start**

The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.

Device or Item	Category	% of Inventory	Quantity
Annunciator	Control	1.43%	1
Battery	Control	5.71%	4
Communication Line	Control	2.86%	2
Communicator	Control	1.43%	1
Duct Detector	Initiating	7.14%	5
Fan Shutdown	Auxiliary	1.43%	1
Heat Detector	Initiating	10.00%	7
Horn/Strobe	Indicating	1.43%	1
Indicating Device	Indicating	7.14%	5
Initiating Device	Initiating	5.71%	4
Kitchen Hood	Alarm	1.43%	1
Monitoring	Monitor	8.57%	6
Power Supply	Control	2.86%	2
Pull Station	Initiating	8.57%	6
Smoke Detector	Initiating	22.86%	16
Tamper Switch	Supervisory	5.71%	4
Waterflow Switch	Initiating	2.86%	2
Control Panel	Control	1.43%	1
Disconnect	Control	1.43%	1

Type	Qty	Model #	Description	Install Date
<i>In Service - 90 Days - 1 Year</i>				
Duracell				
Battery	3	12-8	Sealed Lead Acid	11/20/2015
Battery	1	12-8	Sealed Lead Acid	11/19/2015
<i>In Service - 10 Years to 15 Years</i>				
Ansul				
Kitchen Hood	1	R-102	Wet	05/18/2005
EST				
Annunciator	1		LCD Display	05/18/2005
Communication Line	2			05/18/2005
Communicator	1	Quick Start	Digital Communicator	05/18/2005
Control Panel	1	Quick Start		05/18/2005
Duct Detector	5	Siga-PS	Photoelectric	05/18/2005
Fan Shutdown	1		Fan Shutdown	05/18/2005
Heat Detector	2	985A	Fixed Temperature	05/18/2005
Heat Detector	5	Siga-HRS	Rate-of-Rise	05/18/2005
Horn/Strobe	1			05/18/2005
Indicating Device	4		LED	05/18/2005

Indicating Device	1	Quick Start	LED	05/18/2005
Initiating Device	4		Key Switch	05/18/2005
Monitoring	1	Quick Start	Alarm Restoral	05/18/2005
Monitoring	1	Quick Start	Alarm Signal	05/18/2005
Monitoring	1	Quick Start	Supervisory Restoral	05/18/2005
Monitoring	1	Quick Start	Supervisory Signal	05/18/2005
Monitoring	1	Quick Start	Trouble Restoral	05/18/2005
Monitoring	1	Quick Start	Trouble Signal	05/18/2005
Power Supply	1	BPS10A		05/18/2005
Power Supply	1	Quick Start		05/18/2005
Pull Station	6	Siga-270	Single Action	05/18/2005
Smoke Detector	16	Siga-PS	Photoelectric	05/18/2005
Potter Electric				
Tamper Switch	4			05/18/2005
Waterflow Switch	2	VSR-F		05/18/2005
Siemens				
Disconnect	1		Breaker	05/18/2005

Zone Address Report

Generated by: *BuildingReports.com*

Building: Oneida Travel Center **Control Panel: 1 - EST Quick Start**

The Zone Address Report lists all of the devices and items that have an individual address, or are grouped together under a common zone. The device type, location, and description are included for your reference.

Address	Device Type	Location	Type	ScanID
Zone/Circuit: 01				
001	Duct Detector	1st Floor Mechanical Equipment Room 120	Photoelectric	15929080
002	Duct Detector	1st Floor DCU Room By Gaming Floor	Photoelectric	31992024
002	Initiating Device	1st Floor DCU Room By Gaming Floor	Key Switch	15929097
002	Indicating Device	1st Floor Gaming Floor By Restrooms	LED	15929116
003	Duct Detector	1st Floor DCU Room By Gaming Floor	Photoelectric	31992023
003	Initiating Device	1st Floor DCU Room By Gaming Floor	Key Switch	15929095
003	Indicating Device	1st Floor Gaming Floor By Security Office	LED	15929113
004	Duct Detector	1st Floor DCU Room By Gaming Floor	Photoelectric	31992026
004	Initiating Device	1st Floor DCU Room By Gaming Floor	Key Switch	15929096
004	Indicating Device	1st Floor Gaming Floor By Beverages	LED	15929114
005	Duct Detector	1st Floor DCU Room By Gaming Floor	Photoelectric	31992025
005	Initiating Device	1st Floor DCU Room By Gaming Floor	Key Switch	15929094
005	Indicating Device	1st Floor Gaming Floor By Restrooms	LED	15929115
006	Smoke Detector	1st Floor Mall 102 By Store	Photoelectric	15929106
007	Smoke Detector	1st Floor Mall 102 By Gaming Floor	Photoelectric	15929105
008	Smoke Detector	1st Floor Corridor 105 By Exit	Photoelectric	15929103
009	Smoke Detector	1st Floor Corridor 105 By Custodial Closet	Photoelectric	15929104
010	Smoke Detector	1st Floor Store Storage 110	Photoelectric	15929108
011	Smoke Detector	1st Floor Corridor 103 By Restrooms	Photoelectric	15929109
012	Smoke Detector	1st Floor Corridor 103 By Exit By Driver Services Hall	Photoelectric	15929110
013	Smoke Detector	1st Floor Vault	Photoelectric	15929093
014	Smoke Detector	1st Floor Soft Count	Photoelectric	15929092
015	Smoke Detector	1st Floor Security Office	Photoelectric	15929090
016	Smoke Detector	1st Floor Data Closet By Driver Services Hallway 126	Photoelectric	15929086
017	Smoke Detector	1st Floor Driver Services Hall By Data Closet	Photoelectric	15929085
018	Heat Detector	1st Floor Mechanical Equipment Room 120	Rate-of-Rise	15929079
019	Smoke Detector	1st Floor Pump House By Pump	Photoelectric	15929112
020	Heat Detector	1st Floor Driver Laundry 131 In Driver Lounge 130	Rate-of-Rise	15929088
021	Heat Detector	1st Floor Driver Lounge 130	Rate-of-Rise	15929087
022	Heat Detector	1st Floor Maintenance Storage Back Room 121	Rate-of-Rise	15929076
023	Smoke Detector	1st Floor Maintenance Storage Above FACP	Photoelectric	15929075

024	Heat Detector	1st Floor Employee Breakroom 119	Rate-of-Rise	15929081
025	Smoke Detector	1st Floor DCU Room Back Surveillance Room	Photoelectric	31992027
026	Smoke Detector	1st Floor DCU Room By Gaming Floor	Photoelectric	22141685
126	Pull Station	1st Floor Mall 102 Exit	Single Action	15929107
127	Pull Station	1st Floor Corridor 105 Exit	Single Action	15929102
128	Pull Station	1st Floor Corridor 103 By Driver Services Hallway 126	Single Action	15929089
129	Pull Station	1st Floor Employee Corridor 118 Exit	Single Action	15929078
130	Pull Station	1st Floor Maintenance Storage Back Room 121 Exit	Single Action	15929077
131	Pull Station	1st Floor Pump House Exit	Single Action	15929111
132	Waterflow Switch	1st Floor Maintenance Storage Back Room 121 Total 2 Waterflow Switch		17448748
133	Tamper Switch	1st Floor Maintenance Storage Back Room 121 Total 4 Tamper Switch		17448746
138	Waterflow Switch	1st Floor Pump House		17448757
139	Tamper Switch	1st Floor Pump House		17448766
140	Tamper Switch	1st Floor Pump House		17448758
141	Tamper Switch	1st Floor Pump House		17448752
144	Heat Detector	1st Floor Kitchen By Stove 1 Of 2	Fixed Temperature	15929082
144	Heat Detector	1st Floor Kitchen By Stove 2 Of 2	Fixed Temperature	15929083
270	Power Supply	1st Floor In Maintenance Storage BPS Charger 120V/24V		15929071

Sprinkler Inspection Certificate

For

Oneida Travel Center
5939 Old Hwy 29 Drive
Pulaski, WI 54162

Tested to NFPA 25 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Jul 7, 2016

Building: Oneida Travel Center

Contact: Tim Skenandore
Title: Facilities Director

Company: Communications Engineering Company - Green
Bay


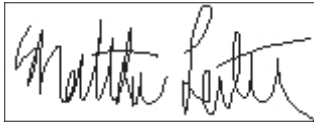
Contact: Gary Peterman
Title: Senior Inspector

Executive Summary

Generated by: BuildingReports.com

Building Information			
Building: Oneida Travel Center	Contact: Tim Skenandore		
Address: 5939 Old Hwy 29 Drive	Phone: 920-494-4500		
Address:	Fax:		
City/State/Zip: Pulaski, WI 54162	Mobile: 920-819-1823		
Country: United States of America	Email: tskenan1@oneidanation.org		
Inspection Performed By			
Company: Communications Engineering Company - Green Bay	Inspector: Gary Peterman		
Address: 2200 American Blvd.	Phone: 920-434-9082		
Address:	Fax:		
City/State/Zip: De Pere, WI 54115	Mobile:		
Country: United States of America	Email: gpeterman@cecinfo.com		
System Control Unit			
System Type	System Location	Protected Area	Devices
Wet Pipe	Garage	Building	30
Wet Pipe	Mechanical Room	Building	11
Wet Pipe	Sprinkler Head Inspection	Building	4

Inspection Summary								
Category	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Valve	10	22.22%	10	100.00%	7	70.00%	3	30.00%
Hose	1	2.22%	1	100.00%	1	100.00%	0	0%
Device	7	15.56%	7	100.00%	3	42.86%	4	57.14%
Pump	6	13.33%	6	100.00%	4	66.67%	2	33.33%
Sprinkler	14	31.11%	14	100.00%	12	85.71%	2	14.29%
Alarm	7	15.56%	7	100.00%	7	100.00%	0	0%
Totals	45	100%	45	100.00%	34	75.56%	11	24.44%

Certification	
Company: Communications Engineering Company - Green Bay	Building: Oneida Travel Center
Inspector: Gary Peterman	Contact: Tim Skenandore
	
Signed: Jul 7, 2016 9:04:07 AM	Signed: Jul 7, 2016 9:16:00 AM

Discrepancy Report

Generated by: BuildingReports.com

Building: Oneida Travel Center				
<p><i>The Discrepancy Report consolidates each discrepancy listed within the various Testing sections of your Inspection. Discrepancies are listed by Category, and grouped by device type. The description of the problem is provided and where appropriate, code references are listed for your convenience. Any item that was inspected that is listed on the Consumer Product Safety Commissions website and are subject to a recall by the manufacturer are included.</i></p>				
Device Type	Manufacturer	ModelNumber	Date	Qty
Items listed for Recall by Manufacturer				
No recalled items found during this inspection.				
🔍 ScanID	📍 Location	🔑 Problem	📖 Reference	
Garage Wet Pipe, Building				
Check Valve				
17448768	1st Floor Garage FDC Swing Type - Key Required Required 5 Year Done 5/11	Date Expired	NFPA25 13.4.2.1	
17448761	1st Floor Garage Swing Type - No Key Required 5 Year Done 5/11	Date Expired	NFPA25 13.4.2.1	
Fire Pump Gauge				
17448764	1st Floor Garage Installed 2011			
17448765	1st Floor Garage Installed 2011	Date Expired	NFPA25 8.4.1	
Gauge				
17448755	1st Floor Garage Installed 2011	Date Expired	NFPA25 5.3.2.1	
17448773	1st Floor Garage Installed 2011	Date Expired	NFPA25 5.3.2.1	
17448772	1st Floor Garage Installed 2011	Date Expired	NFPA25 5.3.2.1	
Piping				
17448751	1st Floor Garage 5 Year Done 5/11 Hydraulic Nameplate Present	Date Expired	NFPA25 4.1.4.1	
Mechanical Room Wet Pipe, Building				
Gauge				
13149928	1st Floor Mechanical Room Installed 2011	Date Expired	NFPA25 5.3.2.1	
Inspector's Test				
17448749	1st Floor Mechanical Room	Damaged/Worn	NFPA25 13.2.3	
Piping				
17448744	1st Floor Mechanical Room 5 Year Done 5/11 Hydraulic Nameplate Present	Date Expired	NFPA25 4.1.4.1	
Code References				
NFPA25 13.4.2.1	Valves shall be inspected internally every 5 years to verify that all components operate correctly, move freely, and are in good condition.			
NFPA25 8.4.1	Any abnormality observed during inspection or testing shall be reported promptly to the property owner or designated representative.			
NFPA25 5.3.2.1	Gauges shall be replaced every 5 years or tested every 5 years by comparison with a calibrated gauge.			
NFPA25 4.1.4.1	The property owner or designated representative shall correct or repair deficiencies or impairments			

🔍 ScanID	📍 Location	🔑 Problem	📖 Reference
NFPA25 13.2.3		that are found during the inspection, test, and maintenance required by this standard. All system valves shall be protected from physical damage and shall be accessible.	

Proposed Solutions Report

Generated by: *BuildingReports.com*

Building: Oneida Travel Center					
<p><i>The Proposed Solution Report provides a solution for each discrepancy listed on the Discrepancy Report. Provide a check mark where indicated to approve repairs listed within the report. Items listed as T/M are available for repair on a Time and Materials basis.</i></p>					
🔍 ScanID	📍 Location	🔧 Solution	Model #	Cost	Fix
Garage Wet Pipe, Building					
Check Valve					
17448768	1st Floor Garage FDC Swing Type - Key Required Required 5 Year Done 5/11	5 Year Service	CV-1F	T/M	<input type="checkbox"/>
17448761	1st Floor Garage Swing Type - No Key Required 5 Year Done 5/11	5 Year Service	CV-1F	T/M	<input type="checkbox"/>
Fire Pump Gauge					
17448764	1st Floor Garage Installed 2011			T/M	<input type="checkbox"/>
17448765	1st Floor Garage Installed 2011	Replace		T/M	<input type="checkbox"/>
Gauge					
17448755	1st Floor Garage Installed 2011	5 Year Service		T/M	<input type="checkbox"/>
17448773	1st Floor Garage Installed 2011	Replace		T/M	<input type="checkbox"/>
17448772	1st Floor Garage Installed 2011	Replace		T/M	<input type="checkbox"/>
Piping					
17448751	1st Floor Garage 5 Year Done 5/11 Hydraulic Nameplate Present	Replace		T/M	<input type="checkbox"/>
Mechanical Room Wet Pipe, Building					
Gauge					
13149928	1st Floor Mechanical Room Installed 2011	5 Year Service		T/M	<input type="checkbox"/>
Inspector's Test					
17448749	1st Floor Mechanical Room	Service		T/M	<input type="checkbox"/>
Piping					
17448744	1st Floor Mechanical Room 5 Year Done 5/11 Hydraulic Nameplate Present	5 Year Service		T/M	<input type="checkbox"/>

Inspection & Testing

Generated by: *BuildingReports.com*

Building: Oneida Travel Center				
<p><i>The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.</i></p>				
Device Type	Location	Service	Time	Date
<i>Passed</i>				
Garage Wet Pipe, Building				
Fire Pump Running	1st Floor Garage	Visual & Functional, Passed	8:25:20 AM	07/07/2016
Tamper Switch	1st Floor Garage	Visual & Functional, Passed	8:37:06 AM	07/07/2016
Tamper Switch	1st Floor Garage	Visual & Functional, Passed	8:37:22 AM	07/07/2016
Tamper Switch	1st Floor Garage	Visual & Functional, Passed	8:50:58 AM	07/07/2016
Waterflow Switch	1st Floor Garage 2 Inch	Visual & Functional, Passed	8:26:40 AM	07/07/2016
Drain	1st Floor Garage	Visual & Functional, Passed	8:35:28 AM	07/07/2016
Water Storage Tank	1st Floor Garage Tank 2/3 Full Of Water	Visual, Passed	8:55:23 AM	07/07/2016
Fire Dep't Connection	1st Floor Outside Garage On Wall	Visual & Functional, Passed	8:26:12 AM	07/07/2016
Controller	1st Floor Garage	Visual & Functional, Passed	8:25:24 AM	07/07/2016
Jockey Controller	1st Floor Garage	Visual & Functional, Passed	8:56:23 AM	07/07/2016
Jockey Pump	1st Floor Garage	Visual & Functional, Passed	8:55:51 AM	07/07/2016
Pump	1st Floor Garage 300 GPM	Visual & Functional, Passed	9:12:41 AM	07/07/2016
Sprinkler Box	1st Floor Garage	Visual, Passed	8:25:30 AM	07/07/2016
Sprinkler Box Spares	1st Floor Garage Standard Upright Brass 280 3/4	Visual, Passed	8:25:39 AM	07/07/2016
Sprinkler Box Spares	1st Floor Garage Standard Horizontal Sidewall Brass 280 1/2	Visual, Passed	8:26:26 AM	07/07/2016

Device Type	Location	Service	Time	Date
Wrenches	1st Floor Garage	Visual, Passed	8:25:34 AM	07/07/2016
Control Valve	1st Floor Garage	Visual & Functional, Passed	8:37:03 AM	07/07/2016
Control Valve	1st Floor Garage	Visual & Functional, Passed	8:37:18 AM	07/07/2016
Control Valve	1st Floor Garage	Visual & Functional, Passed	8:47:11 AM	07/07/2016
Control Valve	1st Floor Garage	Visual & Functional, Passed	8:50:31 AM	07/07/2016
Control Valve	1st Floor Garage	Visual & Functional, Passed	8:50:52 AM	07/07/2016
Inspector's Test	1st Floor Garage	Visual & Functional, Passed	9:00:30 AM	07/07/2016
Mechanical Room Wet Pipe, Building				
Tamper Switch	1st Floor Mechanical Room	Visual & Functional, Passed	8:09:29 AM	07/07/2016
Waterflow Switch	1st Floor Mechanical Room 2 Inch	Visual & Functional, Passed	8:14:35 AM	07/07/2016
Drain	1st Floor Mechanical Room	Visual & Functional, Passed	7:58:25 AM	07/07/2016
Sprinkler Box	1st Floor Mechanical Room	Visual, Passed	8:14:46 AM	07/07/2016
Sprinkler Box Spares	1st Floor Mechanical Room Fast Pendant Chrome 155 3/4	Visual, Passed	8:15:12 AM	07/07/2016
Sprinkler Box Spares	1st Floor Mechanical Room Fast Upright Brass 155 3/4	Visual, Passed	8:15:14 AM	07/07/2016
Wrenches	1st Floor Mechanical Room	Visual, Passed	8:14:51 AM	07/07/2016
Control Valve	1st Floor Mechanical Room	Visual & Functional, Passed	8:09:27 AM	07/07/2016
Sprinkler Head Inspection Wet Pipe, Building				
Fast Response	Inspection Of All Visible Sprinkler Heads	Visual, Passed	8:15:28 AM	07/07/2016
Fast Response	Installed 2005 - Due Every 20 Years	Visual, Passed	8:15:30 AM	07/07/2016
Standard Response	Inspection Of All Visible Sprinkler Heads	Visual, Passed	8:26:24 AM	07/07/2016
Standard Response	Installed 2005 - Due Every 50 Years	Visual, Passed	8:26:25 AM	07/07/2016
<i>Failed/Other</i>				
Garage Wet Pipe, Building				
Gauge	1st Floor Garage Installed 2011	Visual, Failed	8:27:50 AM	07/07/2016
Gauge	1st Floor Garage Installed 2011	Visual, Failed	8:57:06 AM	07/07/2016
Gauge	1st Floor Garage Installed 2011	Visual, Failed	8:57:44 AM	07/07/2016
Fire Pump Gauge	1st Floor Garage Installed 2011	Visual, Failed	8:48:03 AM	07/07/2016
Fire Pump Gauge	1st Floor Garage Installed 2011	Visual &	8:49:05 AM	07/07/2016

Device Type	Location	Service	Time	Date
Piping	1st Floor Garage 5 Year Done 5/11 Hydraulic Nameplate Present	Functional, Failed Visual, Failed	8:34:48 AM	07/07/2016
Check Valve	1st Floor Garage FDC Swing Type - Key Required Required 5 Year Done 5/11	Visual, Failed	8:54:30 AM	07/07/2016
Check Valve	1st Floor Garage Swing Type - No Key Required 5 Year Done 5/11	Visual, Failed	8:58:55 AM	07/07/2016
Mechanical Room Wet Pipe, Building				
Gauge	1st Floor Mechanical Room Installed 2011	Visual, Failed	8:07:23 AM	07/07/2016
Piping	1st Floor Mechanical Room 5 Year Done 5/11 Hydraulic Nameplate Present	Visual, Failed	7:59:21 AM	07/07/2016
Inspector's Test	1st Floor Mechanical Room	Visual & Functional, Failed	8:10:39 AM	07/07/2016

Wet Pipe Fire Sprinkler Systems

Generated by: *BuildingReports.com*

Building: Oneida Travel Center			Garage, Building				
<p><i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i></p>							
Controller							
Manufacturer	Model #	Location			Install Date	Serial Number	
Joslyn Clark		1st Floor Garage			01/21/2005		
AC Power	Time Meter	Start psi	Stop psi	Battery Supervised		Generator Backup	
Normal Phase				No		No	
Controller							
Manufacturer	Model #	Location			Install Date	Serial Number	
Joslyn Clark		1st Floor Garage			01/21/2005		
AC Power	Time Meter	Start psi	Stop psi	Battery Supervised		Generator Backup	
Normal Phase		59	61	No		No	
Jockey Pumps							
Manufacturer	Model #	Location			Install Date	Serial Number	
Marathon		1st Floor Garage			01/28/2011		
Power On	Type	Turn On psi		Turn Off psi	Volts	Horsepower	
	Automatic						
Pump							
Manufacturer	Model #	Location			Install Date	Rated Speed	
Aurora		1st Floor Garage 300 GPM			01/21/2005	3500	
Serial Number	Type	Orientation			Impeller Size		
	Pump Primary	Vertical					
Alarms							
Fire Pump Running							
Type	Location				Zone/Address	OK	ScanID
	1st Floor Garage				1, 01, 134	<input checked="" type="checkbox"/>	20750253
Tamper Switch							
Type	Description	Manufacturer	Sec	Zone/Address	OK	ScanID	
Control Valve	Supervisory	Central		1, 01, 141	<input checked="" type="checkbox"/>	17448753	
Control Valve	Supervisory	Central		1, 01, 140	<input checked="" type="checkbox"/>	17448759	
Lever	Supervisory	Potter Electric		1, 01, 139	<input checked="" type="checkbox"/>	17448767	
Waterflow Switch							
Type	Manufacturer	Model #	Sec	Size	Zone/Address	OK	ScanID
Vane	Potter Electric	VSR-F	20	2.5"	1, 01, 138	<input checked="" type="checkbox"/>	17448757

<i>Components</i>							
Check Valve							
Type	Location				Size	OK	ScanID
Grooved	1st Floor Garage FDC Swing Type - Key Required Required 5 Year Done 5/11				4"	<input type="checkbox"/>	17448768
Grooved	1st Floor Garage Swing Type - No Key Required 5 Year Done 5/11				4"	<input type="checkbox"/>	17448761
Control Valve							
Type	Manufacturer	Size	Position	Status	OK	ScanID	
Butterfly	Central	2.5"	Open	Supervised	<input checked="" type="checkbox"/>	17448752	
Butterfly	Central	4"	Open	Supervised	<input checked="" type="checkbox"/>	17448758	
Butterfly	Tyco	4"	Closed	Locked	<input checked="" type="checkbox"/>	17448760	
Butterfly	Tyco	4"	Open	Locked	<input checked="" type="checkbox"/>	17448762	
OS&Y	Kennedy	4"	Open	Supervised	<input checked="" type="checkbox"/>	17448766	
Inspector's Test							
Manufacturer		Model #	Pressure psi	Trip Time Sec	Flow Sec	OK	ScanID
			N/A	N/A	20	<input checked="" type="checkbox"/>	17448756
<i>Devices</i>							
Drain							
Current Inspection							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	1.25"	70	70	70	1	p	17448754
Previous Inspections							
April 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	1.25"	70	70	60		p	17448754
January 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	1.25"	70	70	60		p	17448754
Fire Dep't Connection							
Location		Type	BallDrip	Rotating Swivels	Size	OK	ScanID
1st Floor Outside Garage On Wall		Wall	Yes	Yes	4"	<input checked="" type="checkbox"/>	17448778
Gauge							
Type	Location		Static psi	Fill Type	Size	OK	ScanID
System Pressure	1st Floor Garage Installed 2011		70		1/4	<input type="checkbox"/>	17448755
System Pressure	1st Floor Garage Installed 2011		65		1/4	<input type="checkbox"/>	17448773
System Pressure	1st Floor Garage Installed 2011		70		1/4	<input type="checkbox"/>	17448772
Piping							
Location		Type	Size	Service Date	Internal Inspection Due Date		
1st Floor Garage 5 Year Done 5/11 Hydraulic Nameplate Present		Steel	2.5	12/31/1969	12/31/1969		

Hangers		Braces		Fittings	Identified	Antifreeze	ScanID
Normal		Normal			Tagged		17448751
Sprinkler Box							
Qty	Tool Available?	Size	Manufacturer	Location		OK	ScanID
1	Yes	6 unit		1st Floor Garage		<input checked="" type="checkbox"/>	17448775
Sprinkler Box Spares							
Qty	Type	KFactor	Manufacturer	Location		OK	ScanID
4	Upright		Viking	1st Floor Garage Standard Upright Brass 280 3/4		<input checked="" type="checkbox"/>	17448777
2	Horizontal Sidewall		Viking	1st Floor Garage Standard Horizontal Sidewall Brass 280 1/2		<input checked="" type="checkbox"/>	20750254
Water Storage Tank							
Location		Capacity	Internal Date	Pressure psi	Deg	OK	ScanID
1st Floor Garage Tank 2/3 Full Of Water		604 Cu Ft	12/31/1969			<input checked="" type="checkbox"/>	17448774
Type		Manufacturer		Model Number			
Above ground							
Wrenches							
Qty	Type	Manufacturer		Location		OK	ScanID
1	Sprinkler			1st Floor Garage		<input checked="" type="checkbox"/>	17448776

Building: Oneida Travel Center				Mechanical Room, Building			
<p><i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i></p>							
<i>Alarms</i>							
Tamper Switch							
Type	Description	Manufacturer	Sec	Zone/Address	OK	ScanID	
Control Valve	Supervisory	Kennedy		1, 01, 133	<input checked="" type="checkbox"/>	17448746	
Waterflow Switch							
Type	Manufacturer	Model #	Sec	Size	Zone/Address	OK	ScanID
Vane	Potter Electric	VSR-F		2.5"	1, 01, 132	<input checked="" type="checkbox"/>	17448748
<i>Components</i>							
Control Valve							
Type	Manufacturer	Size	Position	Status	OK	ScanID	
Butterfly	Kennedy	2.5"	Open	Supervised	<input checked="" type="checkbox"/>	17448745	
Inspector's Test							
Manufacturer	Model #	Pressure psi	Trip Time Sec	Flow Sec	OK	ScanID	
		N/A	N/A		<input type="checkbox"/>	17448749	
<i>Devices</i>							
Drain							
Current Inspection							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	1.25"	70	70	65	2	p	17448747
Previous Inspections							
April 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	1.25"	70	70	65		p	17448747
January 4, 2016							
Type	Size	Supply psi	Static psi	Residual psi	Sec	OK	ScanID
Main	1.25"	70	70	60		p	17448747
Gauge							
Type	Location	Static psi	Fill Type	Size	OK	ScanID	
System Pressure	1st Floor Mechanical Room Installed 2011	70		1/4	<input type="checkbox"/>	13149928	
Piping							
Location	Type	Size	Service Date	Internal Inspection Due Date			
1st Floor Mechanical Room 5 Year Done 5/11 Hydraulic Nameplate Present	Steel	2.5	12/31/1969	12/31/1969			
Hangers	Braces	Fittings	Identified	Antifreeze	ScanID		

Normal	Normal		Tagged		17448744	
Sprinkler Box						
Qty	Tool Available?	Size	Manufacturer	Location	OK	ScanID
1	Yes	6 unit		1st Floor Mechanical Room	<input checked="" type="checkbox"/>	17448779
Sprinkler Box Spares						
Qty	Type	KFactor	Manufacturer	Location	OK	ScanID
4	Pendant		Tyco	1st Floor Mechanical Room Fast Pendant Chrome 155 3/4	<input checked="" type="checkbox"/>	17448781
2	Upright		Tyco	1st Floor Mechanical Room Fast Upright Brass 155 3/4	<input checked="" type="checkbox"/>	17448782
Wrenches						
Qty	Type	Manufacturer	Location	OK	ScanID	
2	Sprinkler		1st Floor Mechanical Room	<input checked="" type="checkbox"/>	17448780	

Building: Oneida Travel Center				Sprinkler Head Inspection, Building			
<p><i>A sprinkler system employing automatic sprinklers attached to a piping system containing water and connected to a water supply so that water discharges immediately from sprinklers opened by heat from a fire.</i></p>							
Fast Response							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091503
Location				Description			
Inspection Of All Visible Sprinkler Heads							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091504
Location				Description			
Installed 2005 - Due Every 20 Years							
Standard Response							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091505
Location				Description			
Inspection Of All Visible Sprinkler Heads							
Qty	Type	Size	KFactor	Finish	Temperature	OK	ScanID
						<input checked="" type="checkbox"/>	33091506
Location				Description			
Installed 2005 - Due Every 50 Years							

Inventory & Warranty Report

Generated by: BuildingReports.com

Building: Oneida Travel Center

The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.

Device or Item	Category	% of Inventory	Quantity
Drain	Device	4.44%	2
Piping	Sprinkler	4.44%	2
Gauge	Device	8.89%	4
Control Valve	Valve	13.33%	6
Tamper Switch	Alarm	8.89%	4
Inspector's Test	Valve	4.44%	2
Waterflow Switch	Alarm	4.44%	2
Sprinkler Box	Sprinkler	4.44%	2
Wrenches	Sprinkler	4.44%	2
Sprinkler Box Spares	Sprinkler	8.89%	4
Fast Response	Sprinkler	4.44%	2
Fire Pump Running	Alarm	2.22%	1
Controller	Pump	2.22%	1
Fire Dep't Connection	Hose	2.22%	1
Standard Response	Sprinkler	4.44%	2
Fire Pump Gauge	Pump	4.44%	2
Check Valve	Valve	4.44%	2
Water Storage Tank	Device	2.22%	1
Jockey Pump	Pump	2.22%	1
Jockey Controller	Pump	2.22%	1
Pump	Pump	2.22%	1

Device or Item	Qty	Model #	Description	Install Date
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In Service - 5 Years to 10 Years

Garage Wet Pipe, Building

Gauge	3		System Pressure	01/28/2011
Jockey Pump	1		Automatic	01/28/2011
Fire Pump Gauge	1		Discharge	01/28/2011
Fire Pump Gauge	1		Suction	01/28/2011

Mechanical Room Wet Pipe, Building

Gauge	1		System Pressure	01/28/2011
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In Service - 10 Years to 15 Years

Garage Wet Pipe, Building

Drain	1		Main	01/21/2005
Fire Dep't Connection	1		Wall	01/21/2005
Inspector's Test	1			01/21/2005
Piping	1		Steel	01/21/2005
Sprinkler Box	1			01/21/2005
Water Storage Tank	1		Above ground	01/21/2005

<i>In Service - 10 Years to 15 Years</i>				
Wrenches	1		Sprinkler	01/21/2005
Pump	1		Pump Primary	01/21/2005
Control Valve	2	570	Butterfly	01/21/2005
Tamper Switch	2	570	Control Valve	01/21/2005
Controller	1			01/21/2005
Fire Pump Running	1			01/21/2005
Jockey Controller	1			01/21/2005
Control Valve	1		OS&Y	01/21/2005
Tamper Switch	1	OSYSU-2	Lever	01/21/2005
Waterflow Switch	1	VSR-F	Vane	01/21/2005
Check Valve	2	CV-1F	Grooved	01/21/2005
Control Valve	2	BFV-N	Butterfly	01/21/2005
Sprinkler Box Spares	1		Horizontal Sidewall	01/21/2005
Sprinkler Box Spares	1		Upright	01/21/2005
Mechanical Room Wet Pipe, Building				
Drain	1		Main	01/21/2005
Inspector's Test	1			01/21/2005
Piping	1		Steel	01/21/2005
Sprinkler Box	1			01/21/2005
Wrenches	1		Sprinkler	01/21/2005
Control Valve	1		Butterfly	01/21/2005
Tamper Switch	1		Control Valve	01/21/2005
Waterflow Switch	1	VSR-F	Vane	01/21/2005
Sprinkler Box Spares	1		Pendant	01/21/2005
Sprinkler Box Spares	1		Upright	01/21/2005
Sprinkler Head Inspection Wet Pipe, Building				
Standard Response	2			01/21/2005
Fast Response	2			01/21/2005

Zone Address Report


Generated by: BuildingReports.com

Building: Oneida Travel Center				
<p><i>The Zone Address Report lists all of the devices and items that have an individual address, or are grouped together under a common zone. The device type, location and description are included for your reference. For more information on the device, use the link provided under ScanID.</i></p>				
Address	Device Type	Location	Type	ScanID
<i>Control Panel 1</i>				
Zone/Address: 01				
132	Waterflow Switch	1st Floor Mechanical Room 2 Inch	Vane	17448748
133	Tamper Switch	1st Floor Mechanical Room	Control Valve	17448746
134	Fire Pump Running	1st Floor Garage		20750253
138	Waterflow Switch	1st Floor Garage 2 Inch	Vane	17448757
139	Tamper Switch	1st Floor Garage	Lever	17448767
140	Tamper Switch	1st Floor Garage	Control Valve	17448759
141	Tamper Switch	1st Floor Garage	Control Valve	17448753

Notes & Recommendations

Generated by: BuildingReports.com

Building: Oneida Travel Center				
<p><i>The Notes & Recommendations Report details additional inspection notes made by the Inspectors during the course of the building inspection. Notes are grouped by SystemID.</i></p>				
General Note				
Annual Fire Sprinkler Inspection Per NFPA 25, 2011 ed.				
Note	Device Type	Location	Comment	ScanID
Garage Wet Pipe, Building				
2	Fire Pump Gauge	1st Floor Garage Installed 2011	Date Expired	17448765
CEC To Quote 5-Year Maintenance Inspection Per NFPA 25 Test & Inspection. Which Due 2016.				
3	Gauge	1st Floor Garage Installed 2011	Date Expired	17448772
CEC To Quote 5-Year Maintenance Inspection Which Inspection Of All Visible Sprinkler Heads Due For 2016				
4	Gauge	1st Floor Garage Installed 2011	Date Expired	17448773
CEC To Quote 5-Year Maintenance Inspection Per NFPA 25 Test & Inspection. Which Due 2016.				
5	Piping	1st Floor Garage 5 Year Done 5/11 Hydraulic Nameplate Present	Date Expired	17448751
CEC To Quote 5-Year Maintenance Inspection Per NFPA 25 Test & Inspection. Which Due 2016.				
Mechanical Room Wet Pipe, Building				
6	Inspector's Test	1st Floor Mechanical Room	Damaged/Worn	17448749
Leaky Inspectors Test Site Glass. Needs Replacement, Cannot Use Inspectors Test Until Fixed.				

	Existing Private Onsite Waste Treatment System Inspection Form					
Oneida Tribe of Indians of Wisconsin P. O. Box 365 Oneida, WI 54155			Form InspC46 (R092011)			
The purpose of this form is to protect the health, environment, homeowners, buyers, sellers and identify problems that must be corrected in accordance to Chapter 46, Oneida Tribe Onsite Waste Disposal Ordinance and Wis. Comm. 83						
1. POWTS Information						
Property Owner <u>Oneida Tribe</u> <u>7 Generation Cooperation</u>		POWTS Address <u>5939 Old 29 Drive</u>	City/State <u>Pulaski, Wis</u>			
Zip Code <u>54162</u>		County <u>Outagamie</u>				
Parcel ID <u>P1 574</u>	Town, Village or City <u>of Pittsfield</u>	Legal Description <u>SW 1/4 of SE 1/4 of Sec 32 T 25N R 19E</u>				
Lot Size <u>26.4 acres</u>	Number of buildings on system <u>1</u>	Building Use <input type="checkbox"/> 1 or 2 Family Dwelling <input checked="" type="checkbox"/> Public/Describe <u>Truck stop / casino</u>	Number of Bedrooms <u>none</u>			
Currently Occupied? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Source of POWTS Information <input type="checkbox"/> Existing Sanitary Permit <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> POWTS Inspection				
Number of occupants or Vacant Since? _____		POWTS Age <u>11 yrs</u>				
Land status on POWTS parcel <input checked="" type="checkbox"/> Oneida Tribe land <input type="checkbox"/> Individual Oneida tribal member trust land <input type="checkbox"/> Individual Oneida tribal member fee land <input type="checkbox"/> Non Oneida tribal member - fee land <input type="checkbox"/> Other/explain _____						
Owners Address (if different from above) <u>P.O. Box 365</u>		City <u>Oneida</u>	State <u>Wis</u>			
Zip Code <u>54155</u>		Telephone Number _____				
2. Tank Information						
Tank Type	Manufacturer	Material Type	Capacity	Well to tank	Building to tank	Within property?
Septic	<u>Wiser</u>	<u>concrete</u>	<u>10,000</u>	_____ ft	_____ ft	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dosing	<u>Wiser</u>	<u>concrete</u>	<u>10,000</u>	_____ ft	_____ ft	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Holding				_____ ft	_____ ft	<input type="checkbox"/> Yes <input type="checkbox"/> No
Aeration				_____ ft	_____ ft	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were all tanks pumped at the time of inspection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No/Explain _____						
Using mirror & light or other devise did you inspect tanks interior? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No/Explain _____						
Condition of tank or tanks <input checked="" type="checkbox"/> good <input type="checkbox"/> bad Comments _____						
Inlet baffle <input checked="" type="checkbox"/> good <input type="checkbox"/> bad <input type="checkbox"/> missing Comments _____						
Outlet baffle <input checked="" type="checkbox"/> N/A <input type="checkbox"/> good <input type="checkbox"/> bad <input type="checkbox"/> missing Comments _____						
Tank filter <input type="checkbox"/> N/A <input checked="" type="checkbox"/> good <input type="checkbox"/> bad Comments _____						
Do the tanks have minimum 23" manhole openings? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No/Explain _____						
Condition of Risers/Covers <input checked="" type="checkbox"/> good <input type="checkbox"/> bad Comments _____						
Chain/locks <input checked="" type="checkbox"/> good <input type="checkbox"/> bad Comments _____						
Is the ground water infiltrating into tanks? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes Comments _____						
Tank alarm/components <input type="checkbox"/> N/A <input checked="" type="checkbox"/> good <input type="checkbox"/> bad Comments _____						
Pumps/floats/controls <input type="checkbox"/> N/A <input checked="" type="checkbox"/> good <input type="checkbox"/> bad Comments _____						
Conduit/boxes/wires <input type="checkbox"/> N/A <input checked="" type="checkbox"/> good <input type="checkbox"/> bad Comments _____						
Aeration unit/Controls <input type="checkbox"/> N/A <input checked="" type="checkbox"/> good <input type="checkbox"/> bad Comments _____						

3. Absorption System

Type Seepage trench or bed Seepage trench or bed with lift pump Mound At-Grade In ground pressure distribution
 Other/explain *2 Mounds*

Is absorption area Surface discharging? No Yes comments

Discharging to ditch or wetland? No Yes comments

Backing up into the structure? No Yes comments

Does this system meet the separation requirement to limiting factor? No Yes comments

Discharging into zones of saturated soil? No Yes comments

Discharging to bedrock? No Yes comments

Does the site require a soil evaluation? No Yes comments

Meet separation requirements from well, buildings, lot line etc? No Yes comments

4. Other Concerns

Is all sanitary plumbing discharging into POWTS? Yes No/Explain

Is sump pump or foundation drains discharging into POWTS? No Yes comments

Is water softener discharging into POWTS? No Yes comments

5. Comments/Concerns

*2 - Broken 1 1/2" Female caps Needs to be Fixed with New Fittings 1- West Mound - 1- East Mound
 Needs the Holes filled with clay on top of East Mound
 Needs Lock on Sand filter Fence and fix fence Broken Links*

6. Recommended Preventative Maintenance for System

Continue to pump out the rest of the sludge down on a 3 year annually and Clean filter every 60 days

Attachments: 1. Attach available tribal or county records (sanitary permit, soil evaluation, design, as-built etc).
 2. Draw and attach plot plan if no as-built is available

The information on this Existing POWTS inspection form reports observations made on the date of inspection only. This POWTS inspection form does not imply any warranty, expressed or implied.

Company Name: *Oreida Plumbing*

Inspector Name: *Kerry Danforth* Wis. Dept. of Comm. License Number: *MP 232814* Telephone Number: *920-869-1059*

Date of inspection: *7-14-2016* Violations explained to (Name and Date): *None*

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve changes to the Rules of Play-Poker adopted by Oneida Gaming Commission

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="Rules of Play- Poker"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Mark A. Powless Sr., Chairman OGC
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

There were some amendments to each Rules of Play (ROP) Poker (Resolution #08-30-06 N). They were minimal changes and improved the fairness and integrity of the game play.

Before the changes the ROP stated:

P. General Operating Rules for All Types of Poker and Handling of Irregularities.

14. If any of the face-down cards in the games of Hold 'em or Omaha are accidentally turned face-up in the dealing process, the dealer shall exchange the exposed card with a card from the top of the deck and place the exposed card with the pile of discarded cards.

After the changes it states:

P. General Operating Rules for All Types of Poker and Handling of Irregularities. .

14. If the first or second hole card dealt is exposed, a misdeal results. The dealer will retrieve the card, reshuffle, and recut the cards. If any other hole card is exposed due to a dealer error, the deal continues. The exposed card may not be kept. After completing the hand, the dealer replaces the card with the top card on the deck, and the exposed card is then used for the burn card. If more than one hole card is exposed, this is a misdeal and there must be a re deal.

An additional amendment is:

J.3.b At the commencement of play, the button shall be placed in front of the first player randomly determined by rank of a single card dealt; and

Per ONGO Section 21-6.14.d.3 the Rules of play are effective upon OGC approval. The Commission shall provide notice of adoption of the Rules of Play and/or Oneida Gaming Minimum Internal Controls to the Oneida Business Committee at the next available regularly scheduled Oneida Business Committee meeting following such adoption. The Commission has approved the ROP on 09/30/16.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

XI. POKER.A. Definitions.

1. “All-in” means an action by which a player who has no funds remaining on the poker table to continue betting in a round of play but who still retains the right to contend for that portion of the pot in which the player has already placed a bet.
2. “Ante” means a predetermined bet which each player is required to make in some poker games prior to any cards being dealt in order to participate in the round of play.
3. “Bet” means an action by which a player places gaming chips into the pot on any betting round.
4. “Betting round” means a complete betting cycle in a hand of poker after all players have called, folded or gone all-in.
5. “Blind bet” means a mandatory bet in some poker games which only players sitting in specific betting positions at the poker table shall be required to place prior to looking at any cards.
6. “Burning” means taking a card from the top of a deck and discarding it face down, so that the card is not in play and the identity of the card remains unknown.
7. “Button” means an object which is moved clockwise around the table to denote an imaginary dealer and thereby determine the betting and dealing sequence.
8. “Call” means a bet made in an amount equal to the immediately preceding bet.
9. “Check” means that a player waives the right to initiate the betting in a betting round but retains the right to act if another player initiates the betting.
10. “Common card” means, in any game of stud poker, a card which is dealt face upward if there are insufficient cards left in the deck to deal each player a card individually and which can be used by all players at the showdown.

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11. “Community card” means any card which is dealt face upward and which can be used by all players to form their best hand.
12. “Cover card” means a yellow or green plastic card used during the cut process and then to conceal the bottom card of the deck.
13. “Draw” means, in any game of draw pokers, an exchange by a player of cards held in his or her hand, after the initial round of betting, for an equal number of new cards from the deck.
14. “Fold” means the withdrawal of a player from a round of play by discarding his or her hand of cards during a betting round and refusing to equal a bet, which results in the player’s forfeit of any previous bets in the betting round.
15. “Forced bet” means a bet which is required to start the betting on the first betting round.
16. “Fouled hand” means a hand that either has an improper number of cards or has come into contact with others cards in such a way as to render it impossible to determine accurately which cards are contained in the hand.
17. “High” means a form of poker in which the highest ranking hand in accordance with Section C (Poker Rankings) wins the pot.
18. “High-low split” means a form of poker in which the highest and lowest ranking hands in accordance with Section C (Poker Rankings) split the pot.
19. “Hole card” means any card dealt to a player face down.
20. “Low” means a form of poker in which the highest ranking low hand in accordance with Section C (Poker Rankings) wins the pot.
21. “Opening bet” means the first bet in a round of play.
22. “Pot” means the amount which is awarded to the winning player or split between the winning players at the conclusion of a round of play and is equal to the total amount anted and bet by the players during the round of play, less any rake extracted pursuant to Section N (Poker Revenue) and less any Jackpot Fund extracted pursuant to Section O (Jackpot Fund).
23. “Protected hand” means a hand of cards which the player is physically holding or has placed under one or more gaming chips.

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24. “Raise” means a bet in an amount greater than the immediately preceding bet in that betting round.
25. “Rake” means the amount collected by the dealer as poker revenue in accordance with Section N (Poker Revenue).
26. “Round of play” means, for any game of poker, the process by which cards are dealt, bets are placed and the winner(s) of the pot is determined and paid in accordance with these rules.
27. “Showdown” means the action of revealing the hands of each player in order to determine who shall win the pot.
28. “Side pot” means a separate pot formed when one or more players are All-in, and there are players who continue to bet after the All-in players have finished betting.
29. “Stub” means the remaining portion of the deck after all cards in a round of play have been dealt.
30. “Up-card” means, in a game of stud poker, any card dealt to a player face up.
31. “Washing” or “Chemmy Shuffle” means mixing cards face down on the table with a circular motion of the hands.

B. Equipment, Cards, and Number of Decks.

1. Poker shall be played with one deck of cards with backs of the same color and design and one cover card. The cover card shall be opaque and in a solid color readily distinguishable from the color of the backs and edges of the playing cards. Two decks of cards shall be maintained for use at each poker table at all times. Each deck maintained at the poker table shall be visually distinguishable in some manner from the other deck.
2. Each deck of cards maintained at the poker table may be rotated in and out of play. All decks opened for use on a poker table shall be rotated at least every six hours.
3. The layout for a poker table shall contain, at a minimum:
 - a. The name or trade name of the casino licensee offering the game;
and

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- b. A designated holding area located to the right of the dealer for the collection of the rake prior to final placement of the rake in the drop box.
4. Each poker table shall have a designated area for the placement of at least one deck of cards. This area may be part of the table inventory container.
5. Each poker table shall have a drop box and a tip box attached to it on the same side of the gaming table as, but on opposite sides of, the dealer. If applicable, the jackpot box is to be located on the side with the tip box.
6. If an automated card shuffling device is being used, a casino shall use both decks of cards, and:
 - a. The backs of the cards in the two decks shall be of different colors;
 - b. One deck shall be shuffled by the automated card shuffling device while the other deck is being dealt or used to play the game; and
 - c. Both decks shall be continuously alternated in and out of play, with each deck being used for every other round of play.

C. Poker Rankings.

1. The permissible high poker hands in poker games that result in a five card hand, in order of highest to lowest rank, shall be:
 - a. “Royal flush” is a hand consisting of an ace, king, queen, jack and ten of the same suit;
 - b. “Straight flush” is a hand consisting of five cards of the same suit in consecutive ranking, with king, queen, jack, 10 and nine being the highest ranking straight flush and ace, two, three, four and five being the lowest ranking straight flush;
 - c. “Four-of-a-kind” is a hand consisting of four cards of the same rank regardless of suit, with four aces being the highest ranking four-of-a-kind and four twos being the lowest ranking four-of-a-kind;
 - d. “Full house” is a hand consisting of “three-of-a-kind” and a “pair,” with three aces and two kings being the highest ranking full house and three twos and two threes being the lowest ranking full house;

- e. “Flush” is a hand consisting of five cards of the same suit;
 - f. “Straight” is a hand consisting of five cards of consecutive rank, regardless of suit, with an ace, king, queen, jack and 10 being the highest ranking straight and an ace, two, three, four and five being the lowest ranking straight; provided, however, that an ace may not be combined with any other sequence of cards for purposes of determining a winning hand (e.g., queen, king, ace, two, three). Notwithstanding the foregoing, an ace may be used to complete a “straight flush” or a “straight” formed with, as applicable, a two and three (in a three card poker hand) or a two, three, four and five (in a five card poker hand);
 - g. “Three-of-a-kind” is a hand containing three cards of the same rank regardless of suit, with three aces being the highest ranking three-of-a-kind and three twos being the lowest ranking three-of-a-kind;
 - h. “Two pairs” is a hand containing two “pairs,” with two aces and two kings being the highest ranking two pair and two threes and two twos being the lowest ranking two pair; and
 - i. “One pair” is a hand containing two cards of the same rank, regardless of suit, with two aces being the highest ranking pair and two twos being the lowest ranking pair.
2. The permissible high poker hands in poker games that result in a three card hand, in order of highest to lowest rank, shall be:
- a. “Royal flush” is a hand consisting of an ace, king, and queen, of the same suit;
 - b. “Straight flush” is a hand consisting of three cards of the same suit in consecutive ranking, with king, queen, and jack being the highest ranking straight flush and a three, two and ace being the lowest ranking straight flush;
 - c. “Three-of-a-kind” is a hand consisting of three cards of the same rank, regardless of suit, with three aces being the highest ranking three-of-a-kind and three twos being the lowest ranking three-of-a-kind;
 - d. “Straight” is a hand consisting of three cards of consecutive rank, regardless of suit, with an ace, king and queen being the highest

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ranking straight and a three, two and ace being the lowest ranking straight; provided, however, that an ace may not be combined with a king and two for purposes of determining a winning hand;

- e. “Flush” is a hand consisting of three cards of the same suit; and
- f. “One pair” is a hand containing two cards of the same rank, regardless of suit, with two aces being the highest ranking pair and two twos being the lowest ranking pair.

- 3. The ranking of a low poker hand in poker games that result in a five card hand shall be the inverse of the rankings for a high poker hand as set forth in (1) above. The ranking of a low poker hand in poker games that result in a three card hand shall be the inverse of the rankings for a high poker hand as set forth in (2) above.
- 4. The rank of the cards used in all types of poker other than low poker, for the determination of winning hands, in order of highest to lowest rank, shall be: ace, king, queen, jack, 10, nine, eight, seven, six, five, four, three and two. The rank of the cards used in low poker, for the determination of winning hands, in order of highest to lowest rank, shall be: ace, two, three, four, five, six, seven, eight, nine, 10, jack, queen and king. All suits shall be considered equal in rank.
- 5. When comparing two hands which are of identical poker hand rank pursuant to the provisions of this section as applicable, or which contain none of the poker hands authorized for that game, the hand which contains the highest ranking card, which is not contained in the other hand shall be considered the higher ranking hand. If the hands are of identical rank after the application of this subsection, the hands shall be considered tied and the pot shall be equally divided among the players with the tied hands.
- 6. In all games of poker, a hand shall be ranked according to the cards actually contained herein and not by the player’s opinion or statement of its value.

D. Opening the Table for Gaming.

- 1. Each gaming day, decks of cards shall be distributed among all open poker tables in a manner determined by the poker shift supervisor or supervisor thereof.

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2. After receiving the decks of cards at the table, the dealer shall sort and inspect the cards and the floor person or supervisor thereof, shall verify the inspection.
3. Following the inspection of the cards by the dealer and verification by the floor person or supervisor thereof, the cards shall be spread out face up on the table for visual inspection by the first two players to be seated at the table. The cards shall be spread out according to suit and in sequence.
4. Immediately prior to the commencement of play and not before a minimum of two players are afforded an opportunity to visually inspect the cards from each deck at the table, each deck shall be separately turned face down on the table, mixed thoroughly by a “washing” or “chemmy shuffle” of the cards and stacked. Each deck of cards shall be shuffled in accordance with Section E (Shuffle and Cut of the Cards).
 - a. If an automated shuffling device is not being used, one of the decks shall be cut in accordance with Section E (Shuffle and Cut of the Cards) and the other deck shall be stored in a designated area.
 - b. If an automated shuffling device is being used, one of the decks shall be cut in accordance with Section E (Shuffle and Cut of the cards) and the other deck shall be placed or left in the automated shuffler for the next round of play.

E. Shuffle and Cut of the Cards.

1. Immediately prior to commencement of play and after the completion of each round of play, the dealer shall shuffle the entire deck of cards, either manually or by use of an automated card shuffling device, so that they are randomly intermixed. Upon completion of the shuffle, the dealer or device shall place the deck of cards in a single stack.
2. After the cards have been shuffled, stacked, and placed on the table in front of the dealer, the dealer shall, using one hand, cut the deck by:
 - a. Placing the cover card on the table in front of the deck of cards;
 - b. Taking a stack of at least 10 cards from either end of the deck and placing them on top of the cover card; and
 - c. Then placing the cards remaining in the deck on top of the stack of cards that were cut and placed on the cover card pursuant to (2)(B) above.

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3. After the cards have been cut and before any cards have been dealt, a casino supervisor may require the cards to be recut if he or she determines that the cut was performed improperly or in any way that might affect the integrity or fairness of the game.
4. When there is no gaming activity at a poker table, each deck of cards at the table shall be spread out on the table either face up or face down. If the cars are spread face down, they shall be turned face up once at least two players have arrived at the table. After the first two players are afforded an opportunity to visually inspect the decks of cards, the procedures outlined in Subsection (D)(3) shall be followed.

F. Poker Overview and General Dealing Procedures for all Types of Poker.

1. Poker shall be conducted in a separate and distinct area of the casino floor.
2. Poker shall be played by a minimum of two players and a maximum of 11 players. Poker shall be dealt by a dealer at a poker table. For all types of poker set forth in Section H (Types of Permissible Poker Games), the dealer shall not participate in the playing or outcome of the game in any way except as otherwise authorized in these rules.
3. A player shall bet on the cards that the player holds in his or her hand. All bets by a player shall be placed by the dealer in the designated area of the table known as the pot. A player may be required to ante or place a blind bet prior to the receipt of any cards. After each round of cards is dealt, a betting round shall be conducted. Each player shall decide whether to continue contending for the pot by checking, calling or raising the bet of the other players.
4. The object of the game shall be for a player to win the pot either by making a bet that no other players elects to call, or by having the hand of highest rank at the showdown in accordance with the provisions of Section C (Poker Rankings). If two or more players are still in contention for a pot after all cards have been dealt and the final betting round has been completed, there shall be a showdown among the players still in contention to determine which player has the hand of highest rank. Based on the type of poker being played, the winning player may be the player who holds the highest ranking high poker hand, the highest ranking low poker hand or bother the highest ranking high and low poker hands.
5. The following procedures shall be utilized by the dealer when dealing the game of poker:

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- a. The dealer shall choose the hand in which he or she will hold the cards. Once the dealer has chosen a hand, the dealer must use that hand whenever holding the cards. The cards held by the dealer shall, at all times, be held in front of the dealer, as level as possible and over the poker table. If during a round of play, the deck must be set down to handle a transaction, the dealer shall place a marker button on top of the deck until the transaction has been completed.
- b. The dealer shall verbalize or physically indicate the action which is occurring at the poker table with regard to the conduct of the game and instruct each player as to his or her various turns to act and options.
- c. All burn cards shall be kept separate from the pile or discarded cards.
- d. Unless an automatic card shuffler is used, the stub or deck must be counted at least once every hour in order to determine that the correct number of cards is present. If this count reveals an incorrect number of cards, the deck shall be removed from the table.
- e. At the completion of a round of play, the dealer shall award the pot to the winning player or players after a showdown or the last remaining player if all other players have folded. Prior to pushing the pot to the winner and collecting the winning hand, the dealer shall first collect the cards from all losing players.
- f. The dealer shall collect the rake in accordance with Section N (Poker Revenue).

G. Bets.

1. All bets at Poker shall be made by placing gaming chips in the pot.
2. Depending upon the particular type of poker game being dealt, a player may be required to:
 - a. Place an ante prior to receiving any cards;
 - b. Place a predetermined blind bet prior to receiving any cards; or
 - c. Place a forced bet to initiate a betting round based on that player's up-card.

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3. A player may only participate in the betting during a round of play with the gaming chips, or currency which were already on the poker table in front of the player when the round of play commenced.
 - a. A player may only add to his or her gaming chips or currency between rounds of play and may not remove any of his or her gaming chips or currency from the poker table at any time during ongoing play.
 - b. Currency which is available for use by a player pursuant to the requirements of this Section may be utilized to initiate, all or raise a bet if such currency is expeditiously converted into gaming chips by the dealer.
 - c. In order to participate in a round of play, a player shall be required to have an amount of gaming chips or currency available on the poker table prior to the start of the round of play which is sufficient to make any bet required by Subsection (3) above and at least one bet at the posted table minimum.
 - d. A player who satisfied the requirements of subsection (3)(c) above but who depletes his or her funds on the poker table prior to the completion of a round of play shall be deemed to be "all-in".
 - i. An "all-in" player shall retain financial interest in the outcome of the round of play, but shall only be eligible to win the amount of the pot to which he or she contributed; and
 - ii. An "all-in" player shall continue to receive any cards to which he or she would normally be entitled; and
 - iii. Betting shall continue unimpeded among the other players by generating a separate secondary pot which only those players shall be eligible to win ("side pot").
4. A verbal statement of "fold," "check," "call," "raise," or an announcement of a specific size bet by a player, assuming it is within the rules of the poker game being played and the posted table betting limits, shall be binding on the player if it is that player's turn to act.
5. A player who announces a bet or raise of a certain amount but places a different amount of gaming chips in the pot shall be required to correct his or her bet or raise to the announced amount in accordance with the instructions of the dealer.

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6. A player shall be considered to have placed a bet if the player:
 - a. Pushes gaming chips or currency forward to indicate the intent of placing a bet; or
 - b. Releases gaming chips or currency into the pot; or
 - c. Releases gaming chips or currency at a sufficient distance from the player and towards the pot to make it obvious that it is intended as a bet.
7. A player shall not be permitted to make a bet and thereafter attempt to increase the amount of that bet, subject to the following:
 - a. If the player wishes to add an additional amount to the bet, the player must indicate at the time the bet is being made that the bet is not yet complete.
 - b. A player who puts the proper amount of gaming chips into the pot to call a bet, without indicating his or her intention to raise, may not thereafter raise the previous bet.
 - c. Subject to the posted table betting limits, a player who announces "raise" may continue to bet until both or his or her hands come to rest in form of the pot.
8. It shall be the dealer's responsibility to ensure that no player touches any of the gaming chips once placed into the pot.
9. Unless a raise has been verbally announced by that player, a player who puts into the pot a single gaming chip that is larger than required is assumed to have only called the preceding bet and to be awaiting change from the dealer.
10. Unless specifically posted to the contrary, a player shall be permitted to raise after he or she has previously checked in a betting round.
11. The casino may limit the number of raises permitted in a betting round depending on the number of players participating in the game.

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H. Types of Permissible Poker Games: A casino may offer the following types of poker games:

1. Seven-card stud (high, High-low split and high-low split eight or better);
2. Hold 'Em (high)
3. Omaha (high, High-low split eight or better);
4. Five-card draw (high and low); and
5. Five-card stud (high).

I. Seven-Card Stud Poker.

1. Each casino shall be required to observe the procedures set forth in this section for each game of seven-card stud high, seven-card stud high-low split or seven-card stud high-low split eight or better poker offered in its casino room or casino simulcasting facility.
2. Each seven-card stud poker table shall be restricted to a maximum of eight players as determined by the casino. Each player who elects to participate in a round of play may be required to place an ante. The rule governing the placement of a forced bet and the amount of the forced bet, if any, shall be posted on a sign at each poker table.
3. Starting with the first player to the left of the dealer and continuing in a clockwise rotation around the poker table, the dealer shall deal two rounds of cards face down and one round of cards face up to each player.
4. Once each player has received three cards in accordance with (3) above, the first betting round shall commence by comparing the up-card of each player. An ace shall be considered the highest ranking card in determining the forced bet. For the purposes of this subsection only, in the event that two or more up-cards are of the same rank, the up-cards shall then be ranked by suit, with the highest to lowest ranked suits in order as follows: spades, hearts, diamonds, and clubs. A forced bet shall be placed by:
 - a. For high poker, the player with the lowest ranked up-card;
 - b. For high-low split poker, the player with the highest ranked up-card. For this purpose, an ace shall be considered ranked below a two; and

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- c. For high-low split eight or better poker, the player with the lowest ranked up-card. For this purpose, an ace shall be considered the highest ranking card.
5. Following the placement of the forced bet required by (4) above, each subsequent player may, proceeding in a clockwise rotation from the player who placed the forced bet, fold, call or raise the bet. After the last player has responded to the most recent bet, the betting round shall be considered complete.
6. Upon completion of the first betting round, the dealer shall burn the top card of the deck and then, starting with the first remaining player to his or her left, deal a fourth card face up to each player who has not folded. The next betting round shall commence as follows:
 - a. The player with the highest ranking poker hand showing shall be required to be or check; or
 - b. If the highest ranking poker hand showing is held by two or more players, the player closest to the left of the dealer shall be required to be or check.
7. Following the initial bet or check required by (6) above, each subsequent player, proceeding in a clockwise rotation, may fold, call, raise or, if the preceding players have not made a bet, check. Each player may check until a bet has been made. Once a bet has been made, the next player in a clockwise rotation may fold, call or raise. After the last player has responded to the most recent bet, the betting round shall be considered complete:
8. The dealer shall then deal two additional rounds of cards face up and one round of cards face down to each player who has not folded, with each such round followed by a betting round conducted in accordance with the provisions of (6) and (7) above. Prior to each round of cards being dealt, the dealer shall burn the top card of the deck. If insufficient cards remain in the deck to give each remaining player a seventh and final card, the top card of the deck shall be burned and a common card shall be dealt face up in the center of the table. If there is one or less cards remaining in the deck, the dealer shall shuffle the burn cards, burn a card and then deal the common card.

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9. If more than one player remains in the round of play after the final betting round has been completed, a showdown shall be used to determine the winner of the pot. Each player remaining in the game shall form a five card poker hand from the seven cards which he or she was dealt. This five card hand shall constitute the poker hand of that player at the showdown. The winner of the pot shall be:
 - a. In high poker, the player with the highest ranking five card high hand;
 - b. In high-low split poker or high-low split eight or better poker, the pot will be divided equally between the player with the highest ranking five card high hand and the player with the highest ranking five card low poker hand, subject to the provisions below.
 - i. If a pot cannot be divided equally, the excess amount, which shall not exceed \$1.00 shall be given to the player with the highest ranking high hand.
 - ii. If a tie exists between two or more players for the highest ranking high hand, the high hand share of the pot shall be divided equally among the tied players. If the high hand share the pot cannot be divided equally amount the tied players, the excess, which shall not exceed \$1.00, shall be given to the player with the lowest ranking low poker card by suit.
 - iii. If a tie exists between two or more players for the highest ranking low hand, the low hand share of the pot shall be divided equally among the tied players. If the low hand share the pot cannot be divided equally amount the tied players, the excess, which shall not exceed \$1.00, shall be given to the player with the lowest ranking low poker card by suit.
 - iv. For purposes of this Subsections (ii) and (iii) above, the cards shall be ranked by suit with the highest to lowest ranked suit in order as follows: spades, hearts, diamonds and clubs.
10. In seven-card stud high-low split eight or better poker, a winning low hand may not contain any pairs or a nine, 10, jack, queen or king. This defines the qualifying clause known as “eight or better.” In the event that none of the hands of the remaining players satisfies this requirement, the entire pot shall be awarded to the player with the highest ranking high hand.

11. In seven-card stud high-low split poker and seven card stud high-low split eight or better poker, the player may form two different hand of five cards each out of the player's seven available cards, enabling that player to contend for both the high hand and low hand share of the pot. A player may use the same five card grouping to make a high poker hand and a low poker hand. For example:
 - a. A hand consisting of a two, three, four, five and six would qualify as a straight for purposes of the high hand and as a high ranking low hand: or
 - b. A hand consisting of five cards of the same suit, none higher than an eight, would qualify as a flush for purposes of the high hand and as a high ranking low hand.
12. In seven-card stud high-low split poker and seven-card stud high-low split eight or better poker, an ace may be used concurrently as a low card to satisfy a low hand ad as a high card to satisfy a high hand.

J. Hold 'em Poker

1. Each casino shall be required to observe the procedures set forth in this section for each game of Hold'em High Poker. Hold'em poker shall be played to determine a winning high hand only.
2. Each Hhold-'em poker table shall be restricted to maximum of eleven players. Each player who elects to participate in a round of play may be required to place an ante. The rule governing the placement of an ante and the amount of the ante, if any, shall be posted on a sign at each poker table.
3. The order in which the cards shall be dealt and the order in which players shall be required or have the option to bet shall be determined as follows:
 - a. A flat disk called the "button" shall be used to indicate an imaginary dealer;
 - b. At the commencement of play, the button shall be placed in front of the first player randomly determined by rank of a single card dealt; and
 - c. Thereafter, the button shall rotate around the table in a clockwise manner after each round of play.

4. The player to the immediate left of the button shall be required to initiate the first betting round by placing a blind bet in accordance with the posted table requirements. A casino may require additional blind bets to be made immediately subsequent to the initial blind bet. The amount and number of all blind bets required by the casino shall be posted on a sign at each poker table.
5. Starting with the player to the immediate left of the button and continuing in a clockwise rotation around the poker table, the dealer shall deal two rounds of cards face down to each player, with the player with the button being the last player to receive a card each time.
6. Follow the placement of the blind bets(s), each player shall in turn, in a clockwise rotation around the poker table, either fold, call or raise the bet. The option to raise the bet shall also apply to the player who made the blind bet(s). After the last player has responded to the most recent bet, the betting round shall be considered complete.
7. The dealer shall then burn the top card of the deck and proceed to deal three community cards face up in the center of the table. The next betting round shall commence with the option to bet or check belonging to the first player to the left of the button who has not folded. Each subsequent player may, in clockwise rotation, fold, call, raise the bet or, if preceding players have not made a bet, make an opening bet or check. The betting round shall be considered complete when each player has either folded or called in response to the most recent bet.
8. Upon completion of the betting round required by (7) above, the dealer shall again burn the top card of the deck and then deal a fourth community card face up in the center of the table. The next betting round shall be commenced and completed in accordance with the requirements of (7) above.
9. Upon completion of the betting round required by (8) above, the dealer shall again burn the top card of the deck and then deal a fifth and final community card face up in the center of the table . The final betting round shall be commenced and completed in accordance with the requirements of (7) above.

10. If more than one player remains in the round of play after the final betting round has been completed, a showdown shall be used to determine the winner of the pot. Each player remaining in the game shall form his or her highest ranking five card high poker hand by using, in any combination, his or her own two cards and the five community cards available on the table. The winner of the pot shall be the player with the highest ranking five card high poker hand. If the highest ranking five card high poker hand that each of the remaining players can form is comprised of the five community cards, all layers remaining in the round of play shall share equally in the pot.
11. In Hold'em poker, an optional kill or half-kill may be offered. The optional kill or half-kill goes into effect when one player wins the pot for two consecutive rounds of play.
 - a. In "Half-kill," the betting limits are increased by one-half the posted table betting limits for the next hand and remain in effect until a pot is won by another player.
 - b. In "Kill," the betting limits are twice the posted table betting limits for the next hand and remain in effect until a pot is won by another player.
 - c. A kill button, indicating the kill or half-kill is in effect, shall be placed in front of the player who wins the two pots in a row, provided that the amount of the pot is an established dollar amount or multiple of the minimum permissible bet for the hand, as determined by the casino.
 - i. In the succeeding hand, the player shall be required to place no more than one blind bet in the amount of the increased permissible minimum bet for the hand, notwithstanding that the player may be required to place a blind bet to initiate the first round of betting.
 - ii. The kill or half-kill shall remain in effect until a pot is won by another player.
 - iii. When a pot is won by another player, the dealer shall collect the kill button.

K. Omaha Poker

1. Each casino shall be required to observe the procedures set forth in this section for each game of Omaha high and Omaha high-low split eight or better poker.
2. Each Omaha poker table shall be restricted to a maximum of 10 players. Each player who elects to participate in a round of play may be required to place an ante. The rule governing the placement of an ante and the amount of the ante, if any, and the kill or half-kill option, if offered, shall be posted on a sign at each poker table.
3. The order in which the cards shall be dealt and the order in which players shall be required to have the option to bet shall be determined as follows:
 - a. A flat disk called the “button” shall be used to indicate an imaginary dealer;
 - b. At the commencement of play, the button shall be placed in front of the first player randomly determined by rank of a single card dealt; and
 - c. Thereafter, the button shall rotate around the table in a clockwise manner after each round of play.
4. Starting with the player to the immediate left of the button and continuing in a clockwise rotation around the poker table, the dealer shall deal four rounds of cards face down to each player with the player with the button being the last player to receive a card each round.
5. After each player is dealt four cards face down, the player to the immediate left of the button shall be required to initiate the first betting round by placing a blind bet in accordance with the posted table requirements. A casino may require additional blind bets to be made immediately subsequent to the initial blind bet. The amount and number of all blind bets required by the casino shall be posted on a sign at each poker table.
6. Following the placement of the blind bet(s), each player shall in turn, in a clockwise rotation around the poker table, either fold, call or raise the bet. The option to raise the bet shall also apply to the player who made the blind bet(s). After the last player has responded to the most recent bet, the betting round shall be considered complete.

7. The dealer shall then burn the top card of the deck and proceed to deal three community cards face up in the center of the table. The next betting round shall commence with the option to bet or check belonging to the first player to the left of the button who has not folded. Each subsequent player may, in clockwise rotation, fold, call, raise the bet or, if preceding players have not made a bet, make an opening bet or check. The betting round shall be considered complete when each player has either folded or called in response to the most recent bet.
8. Upon completion of the betting round required by (7) above, the dealer shall again burn the top card of the deck and then deal a fourth community card face up in the center of the table. The next betting round shall be commenced and completed in accordance with the requirements of (7) above.
9. Upon completion of the betting round required by (8) above, the dealer shall again burn the top card of the deck and then deal a fifth and final community card face up in the center of the table. The final betting round shall commence with the option to bet or check belonging to the first player to the left of the button who has not folded. Each subsequent player may, in clockwise rotation, fold, call, raise the bet or, if preceding players have not made a bet, make an opening bet or check. The betting round shall be considered complete when each player has either folded or called in response to the most recent bet.
10. If more than one player remains in the round of play after the final betting round has been completed, a showdown shall be used to determine the winner of the pot. Each player remaining in the game shall form a five card poker hand by using two of the four cards dealt to the player and three of the five community cards. This five card hand shall constitute the poker hand of the player at the showdown. The winner of the pot shall be:
 - a. In Omaha high poker, the player with the highest ranking five card high poker hand; or
 - b. In Omaha high-low split eight or better poker, the pot will be divided equally between the player with the highest ranking five card high poker hand and the player with the highest ranking five card low poker hand, subject to the provisions below.
 - i. If a pot cannot be divided equally, the excess amount, which shall not exceed \$1.00, shall be given to the player with the highest ranking high hand.

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- ii. If a tie exists between two or more players for the highest ranking high hand, the high hand share of the pot shall be divided equally among the tied players. If the high hand share of the pot cannot be divided equally among the tied players, the excess, which shall not exceed \$1.00, shall be given to the player with the highest ranking high poker card by suit.
 - iii. If a tie exists between two or more players for the highest ranking low hand, the low hand share of the pot shall be divided equally among the tied players. If the low hand share of the pot cannot be divided equally among the tied players, the excess, which shall not exceed \$1.00, shall be given to the player with the lowest ranking low poker card by suit.
 - iv. For purposes of this subsection, the cards shall be ranked by suit with the highest to lowest rank suit in order as follows: spades, hearts, diamonds and clubs.
 - v. Straights and flushes shall not be considered for purposes of determining a winning hand at low poker.
11. In Omaha high-low split eight or better poker, a winning low hand may not contain any pairs or a nine, 10, jack, queen or king. This defines the qualifying clause known as “eight or better.” In the event that none of the hands of the remaining players satisfies this requirement, the entire pot shall be awarded to the player with the highest ranking hand.
12. The following rules shall only apply in Omaha high-low split eight or better poker:
- a. A player may form two different hands or five cards each, enabling that player to contend for both the high hand and low hand share of the pot; provided, however, that the distribution of cards contained in each hand shall comply with (6) above.
 - b. A player may use the same five card grouping to make a high hand and a low hand.
 - c. An ace may be used concurrently as a low card to satisfy a low hand and as a high card to satisfy a high hand.

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13. In Omaha high-low split eight or better poker, an optional kill or half-kill may be offered. The optional kill or half-kill goes into effect when one player wins an entire qualifying pot (both the winning high hand and the winning low hand) for a round of play.
 - a. In Half-kill,” the betting limits are increased by one-half the posted table betting limits for the next hand and remain in effect until a pot is split between one player winning the high hand and another player winning the low hand or until a pot does not qualify in amount.
 - b. In “Kill,” the betting limits are twice the posted table betting limits for the next hand and remain in effect until a pot is split between one player winning the high hand and another player winning the low hand or until a pot does not qualify in amount.
 - c. A kill button, indicating the kill or half-kill is in effect, shall be placed in front of the player who wins the entire pot in the hand, provided that the amount of the pot is an established dollar amount or multiple of the minimum permissible bet for the hand, as determined by the casino.
 - i. In the succeeding hand, the player shall be required to place no more than one blind bet in the amount of the increased permissible minimum bet for the hand, notwithstanding that the player may be required to place a blind bet to initiate the first round of betting.
 - ii. If, in the succeeding hand, a qualifying pot is not split between one player winning the high hand and another player winning the low hand, the kill button shall be moved in front of the player who wins the entire pot for that hand.
 - iii. The kill or half-kill shall remain in effect until a pot does not qualify in amount or a pot is split between a player winning the high hand and a player winning the low hand.
 - iv. Once a pot does not qualify in amount or is split between two players, the dealer shall collect the kill button.

L. Five-card Draw Poker.

1. Each casino shall be required to observe the procedures set forth in this section for each game of five-card draw high and five-card draw low poker offered in its casino room or casino simulcasting facility.
2. Each five-card draw poker table shall be restricted to a maximum of eight players. Each player who elects to participate in a round of play may be required to place an ante. The rule governing the placement of an ante and the amount of the ante, if any, shall be posted on a sign at each poker table.
3. The order in which the cards shall be dealt and the order in which players shall be required or have the option to bet shall be determined as follows:
 - a. A flat disk called the “button” shall be used to indicate an imaginary dealer;
 - b. At the commencement of play, the button shall be placed in front of the first player randomly determined by rank of a single card dealt; and
 - c. Thereafter, the button shall rotate around the table in a clockwise manner after each round of play.
4. Starting with the player to the immediate left of the button and continuing in a clockwise rotation around the poker table, the dealer shall deal five rounds of cards face down to each player with the player with the button being the last player to receive a card each time.
- 4.5. After each player has been dealt five cards face down, the player to the immediate left of the button shall be required to initiate the first betting round by placing a blind bet in accordance with the posted table requirements. A casino may require additional blind bets to be made immediately subsequent to the initial blind bet. The amount and number of all blind bets required by the casino shall be posted on a sign at each poker table.
- 5.6. Following the placement of the blind bet(s), each player shall in turn, in a clockwise rotation around the poker table, either fold, call or raise the bet. The option to raise the bet shall also apply to the player who made the blind bet(s). After the last player has responded to the most recent bet, the betting round shall be considered complete.

- ~~6-7.~~ After completion of the initial betting round, each player remaining in the round of play, starting with the player to the immediate left of the button and continuing in a clockwise rotation around the poker table, shall have an opportunity to draw new cards. This process shall be accomplished one player at a time. Each player may keep his or her original hand or discard as many cards as he or she chooses. Each discarded card shall be replaced by the dealer with a new card dealt from the deck as follows.
- a. Prior to the first player receiving any new cards, the dealer shall burn the top card of the deck; and
 - b. If insufficient cards remain in the deck for each player remaining in the round of play to draw new cards, the discard pile shall be reshuffled and used for this purpose; provided, however, that the cards to be discarded by a player who has not yet requested new cards shall not be included as part of the reshuffled cards.
- ~~7-8.~~ The final betting round shall commence with the option to bet or check belonging to the first player to the left of the button who has not folded. Each subsequent player may, in clockwise rotation, fold, call, raise the bet or, if preceding players have not made a bet, make an opening bet or check. The final betting round shall be considered complete when the last player has responded to the most recent bet.
- ~~8-9.~~ If more than one player remains in the round of play after the final betting round has been completed, a showdown shall be used to determine the winner of the pot. The winner of the pot shall be:
- a. In high poker, the player with the highest ranking five card high hand; or
 - b. In low poker, the player with the highest ranking five card low hand.

M. Five-card Stud Poker.

1. Each casino shall be required to observe the procedures set forth in this section for each game of five-card stud high poker. Five-card stud shall be played to determine a winning high hand only.
2. Each five-card stud poker table shall be restricted to a maximum of eight players. Each player who elects to participate in a round of play may be required to place an ante. The rule governing the placement of an ante and the amount of the ante, if any, shall be posted on a sign at each poker table.

3. Starting with the first player to the left of the dealer and continuing in a clockwise rotation around the poker table, the dealer shall deal one round of cards face down and one round of cards face up to each player.
4. Once each player has received two cards in accordance with (3) above, the first betting round shall commence by comparing the up-card of each player. An ace shall be considered the highest ranking card in determining the forced bet. For the purposes of this subsection only, in the event that two or more up-cards are of the same rank, the up-cards shall then be ranked by suit, with the highest to lowest ranked suits in order as follows: spades, hearts, diamonds, and clubs. A forced bet shall be placed by the player with the lowest ranked up-card.
5. Following the forced bet, each subsequent player may, proceeding in a clockwise rotation from the player who placed the forced bet, fold, call, or raise the bet. After the last player has responded to the most recent bet, the betting round shall be considered complete.
6. Upon completion of the first betting round, the dealer shall burn the top card of the deck and then deal another round of cards face up to each player who has not folded. The next betting round shall be commenced by the player with the highest ranking high poker hand showing. If two or more hands are of equal rank, the player closest to the left of the dealer shall be required to bet. The betting round shall be completed in accordance with the procedures in (5) above.
7. The dealer shall then deal two additional rounds of cards face up to each player who has not folded, with each such round followed by a betting round conducted in accordance with the provisions of (6) above. Prior to each round of cards being dealt, the dealer shall burn the top card of the deck.
8. If more than one player remains in the round of play after the final betting round has been completed, a showdown shall be used to determine the winner of the pot. The winner of the pot shall be the player with the highest ranking five card high poker hand.

N. Poker Revenue.

1. The casino shall derive its poker revenue at all poker tables by extracting a commission known as the “rake.”
2. The casino shall use one or more of the following procedures in determining and extracting the rake:
 - a. A straight percentage rake, pursuant to which:

Poker 09/30/16

- i. An amount, not to exceed 25 percent of all sums bet in the betting round, shall be extracted from a pot and any side pots;
 - ii. The amount to be raked shall be calculated and extracted from the pot and any side pots and placed into the designated rake area as play progresses; and
 - iii. Upon completion of a round of play, the rake shall be immediately placed by the dealer into the drop box.
 - b. A rake which shall be taken in incremental amounts, pursuant to which:
 - i. Estimates of predetermined amounts shall be extracted from the pot and any side pots as certain predetermined dollar levels have been achieved;
 - ii. Upon collection, the amount to be raked shall be placed into the designated rake area; and
 - iii. Upon completion of a round of play, the rake shall be immediately placed by the dealer into the drop box.
3. A sign describing the type and amount of rake to be collected pursuant to (2) above shall be posted at each poker table.
4. An uncalled final bet shall not be considered part of the pot for purposes of calculating the amount of rake pursuant to methods Subsections (2)(a) and (b) above.
5. Once the dealer has extracted the rake and the pot and any side pots have been collected by the winning player or players, no additional rake shall be taken by the casino.
6. The casino may, in its discretion, reduce the amount of rake if there are 6 players or less at a table and a player makes a request to reduce the rake amount.

O. Jackpot Fund.

1. The casino may set aside a predetermined amount from the pot of each round of play in order to create a Jackpot Fund.

Poker 09/30/16

2. If the casino elects to create a Jackpot Fund at a poker table, the casino shall be required to:
 - a. Extract the jackpot fund amount in a set fee manner.
 - b. Post a sign describing the amount of Jackpot Fund to be collected during each round of play.
3. Upon collection of the Jackpot Fund amount for a round of play, the amount shall be placed in the designated Jackpot Fund area.
4. Upon completion of the round of play, the Jackpot Fund amount shall be immediately placed by the dealer into the Jackpot Fund container.
5. The casino shall establish a set of standards to determine which hands trigger the payment of a jackpot from the Jackpot Fund. All payments of jackpots shall be based on those standards.

P. General Operating Rules for All Types of Poker and Handling of Irregularities.

1. It shall be the responsibility of each player to ensure that his or her hand has lost to the other hands at the table before discarding the hand.
2. In all disputes in which a ruling, interpretation, clarification or intervention is required, the decision of the poker shift / dual rate supervisor shall be final.
3. Each player shall be required to keep all cards dealt to the player in full view of the dealer at all times. The dealer shall ensure compliance with this requirement.
4. At the showdown, a winning hand must be clearly displayed in its entirety and properly identified. The player initiating the final bet shall be the first player to show his or her hand and at the showdown; all other players who have not folded shall then reveal their hands in a clockwise rotation. Any player holding a losing hand may concede his or her rights to the pot and discard the hand; provided, however, that the casino may require the disclosure of any discarded hands.
5. If any player folds after making a forced bet or blind bet or on a round of checking, that player's position shall continue to receive a card until there is a subsequent bet at the table.
6. Misdeals shall cause all the cards to be returned to the dealer for a reshuffle. The following errors shall be cause for a misdeal:

Poker 09/30/16

- a. Failure to shuffle and cut the cards in accordance with Section (E) (Shuffle and Cut of the Cards);
 - b. Dealing to an incorrect starting position if the error has been detected prior to two players voluntarily placing bets into the pot;
 - c. If more than one card is found face-up in the deck; and
 - d. Failure to deal to an eligible seated player, if the error has been detected prior to two or more players voluntarily placing bets into the pot.
7. If one or more cards are mistakenly dealt to an ineligible player, the round of play shall be called dead, and all gaming chips and currency in the pot shall be returned to the appropriate player.
 8. If at any time during a round of play, missing cards are discovered or additional cards are found, the round of play shall be called dead, all gaming chips in the pot shall be returned to the appropriate player and the deck shall be removed from the table.
 9. A card found face upwards in the deck shall not be used in the game and shall be placed with the pile of discarded cards.
 10. A player who fails to take reasonable means to protect his or her hand shall have no redress if his or her hand becomes a fouled hand or the dealer accidentally collects the hand.
 - a. Hole cards in a game of stud poker shall be considered cards, every effort shall be made to reconstruct the hand and complete the round of play.
 - b. If a protected hand comes into contact with discarded cards, every effort shall be made to reconstruct the hand and complete the round of play.
 - c. A player who has a protected hand collected by the dealer or fouled by discarded cards shall be entitled to a refund from the pot of all monies that he or she put in the pot if the player has been a victim of and not a contributor to the error.
 - d. A player who leaves the vicinity of the table shall be assumed to have no interest in the pot, and his or her cards shall be collected and discarded.

11. Verbal statements which are clearly audible by and directed to the dealer shall always have precedence over actions and gestures and are considered binding on the player whose turn it is to act.
 - a. A player shall be deemed to have folded if, when faced with making or calling a bet, he or she:
 - i. Discards his or her hand face-down towards the pile of discarded cards or the pot; or
 - ii. Turns face-down his or her up-cards in a game of stud poker.
 - b. If a player is obligated to place a bet by virtue of a verbal statement or forced betting situation, folding or attempting to fold does not relieve the player of that obligation.
12. If a player's first or second hole card in seven-card stud is accidentally turned face up in the dealing process, the third card shall be dealt face-down. If both hole cards are accidentally turned face-up, the dealer shall collect the two cards, call the player's hand dead and return the player's ante, if applicable.
13. If a card is accidentally dealt off the table, it shall not be used in that round of play and shall be placed with the pile of discarded cards after a thorough examination by the dealer.
14. In all button games, if the first or second hole card dealt is exposed, a misdeal results. The dealer will retrieve the card, reshuffle, and recut the cards. If any other hole card is exposed due to a dealer error, the deal continues. The exposed card may not be kept. After completing the hand, the dealer replaces the card with the top card on the deck, and the exposed card is then used for the burn card. If more than one hole card is exposed, this is a misdeal and there must be a re deal.
15. If an automated card shuffling device is being used and the device jams, stops shuffling during a shuffle, or fails to complete a shuffle cycle, the cards shall be reshuffled in accordance with these rules of play.
16. Nothing herein shall preclude a casino from clarifying and supplementing the above irregularities through its internal control procedures.

- Q. Conduct of Players.
1. Each player in a poker game shall play the game solely to improve his or her chance of winning and shall take no action to improve another player's chance of winning. No player may communicate any information to another player which could assist the other player in any manner respecting the outcome of a poker game.
 2. The casino reserves the right to deny any person the opportunity to play poker at its facilities, for any reason, including reasonable cause to believe that a player has acted or is acting in violation of (1) above, and at its sole discretion. A casino which has reasonable cause to believe that a player has acted or is acting in violation of (1) above.
- R. Minimum and Maximum Bets. Gaming Management shall determine the minimum and maximum bets. The amounts of the minimum and maximum bets shall be conspicuously posted on a sign at each table.
- S. Waiting List. A casino may maintain a list of players who have requested to be seated at a particular type of poker table. All vacant seats shall be filled on a first come first served basis. The casino shall be permitted to announce only those seating vacancies for which an individual has been placed on a waiting list.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: New Business

Accept as Information only

Action - please describe:

The Oneida Nation School Board is requesting official action from the Business Committee affirming that the awarded money shall not reduce or eliminate any grants or tribal contributions that the Oneida Nation School System is currently receiving or will be eligible to receive.

3. Supporting Materials

Report Resolution Contract

Other:

1. Letter Addressed to BC

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Fawn Billie, Council Member

Primary Requestor/Submitter: DEBRA J DANFORTH / SCHOOL BOARD CHAIR
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

The Oneida Nation School System (formerly known as the Oneida Tribal School) has been identified as a Class Member in the Final Settlement Agreement in the United States District Court, District of New Mexico case Ramah Navajo Chapter, et al., v. Jewell, Court Docket No. 90 CV 957 JAP/KBM, concerning unpaid CSC costs between FY 1994 through 2013. The Oneida Nation School System has been awarded a net settlement in the amount of \$1,237,327.77.

The Oneida Nation School Board is requesting official action from the Business Committee affirming that the awarded money shall not reduce or eliminate any grants or tribal contributions that the Oneida Nation School System is currently receiving or will be eligible to receive.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Nation
Oneida School Board



TO: Oneida Nation Business Committee

FROM: Oneida Nation School Board Chair, Debra J. Danforth

DATE: September 22, 2016

RE: Ramah Navajo Chapter Class Action Settlement

=====

The Oneida Nation School System (formerly known as the Oneida Tribal School) has been identified as a Class Member in the Final Settlement Agreement in the United States District Court, District of New Mexico case Ramah Navajo Chapter, et al., v. Jewell, Court Docket No. 90 CV 957 JAP/KBM, concerning unpaid CSC costs between FY 1994 through 2013. The Oneida Nation School System has been awarded a net settlement in the amount of \$1,237,327.77. The Oneida Nation School Board is requesting official action from the Business Committee affirming that the awarded money shall not reduce or eliminate any grants or tribal contributions that the Oneida Nation School System is currently receiving or will be eligible to receive.

On November 2, 2015, Fred Muscavitch, School Board Member, moved to approve the signing of the settlement claim form contingent on two actions:

1. Review of the Agreement by the School Board attorney, and
2. Receipt of a signed agreement from the Business Committee guaranteeing that the settlement amount would be under the authority of the School Board and would not affect future Tribal Contribution to the school. The Tribal Contribution would remain at its current level or increase.

Therefore, it is imperative that the Oneida Business Committee collaborate with the unanimous decision of the Oneida Nation School Board in ensuring that the current financial resources and funding of the Oneida Nation School System is not negatively impacted now or in the future. This class action has been submitted pursuant to the provisions of § 110(a) and (d), and/or § 406(c) of the Indian Self-Determination and Education Assistance Act, according to the Final Settlement Agreement. In addition, in accordance with the Memorandum of Agreement, the Oneida Nation School Board has agreed to utilize this net settlement amount as appropriate and in the best interest of the Oneida Nation School System.

Thank you for your time and attention in this matter.

Oneida Nation School Board

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: New Business

Accept as Information only

Action - please describe:

Approve a limited waiver of sovereign immunity for Wisconsin Public Service Contract #2016-1143 for project #14-008 Uskah Village Infrastructure.

3. Supporting Materials

Report Resolution Contract

Other:

1. #2016-1143 Legal Review

3. [Empty text box]

2. WPS Installation Agreement

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: James Petitjean, Interim - Asst. Division Director/Development

Primary Requestor/Submitter: Paul Witek, Senior Tribal Architect / Engineering
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Fawn Cottrell, Contract Processor / Engineering
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Purpose:

The legal review requires Business Committee approval pursuant to Additional Terms and Conditions #14 regarding governing law and #15 regarding administrative hearing rules.

Background:

1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?
There have been attempts on past projects to negotiate with the vendor that have been unsuccessful due to corporate policies.

2. Were three bids obtained? If not, why not?

Three bids were not obtained as WPS is the only local utility vendor to provide service to the area.

3. Was any other vendor willing to remove sovereign immunity issues?

No other vendor exists for this service.

4. Was is the cost of going to another vendor?

Alternative cost not available as no alternative vendor exists.

Action Requested:


Requesting approval of limited waiver of sovereign immunity for WPS Agreement (#2016-1143) for project #14-008 Uskah Village Infrastructure.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA LAW OFFICE**CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT**

TO: Fawn L. Cottrell
Engineering Department

Use this number on future correspondence:

FROM: Krystal L. John, Staff Attorney 

2016-1143

DATE: October 4, 2016

RE: Wisconsin Public Service

Purchasing Department Use

_____ **Contract Approved**

_____ **Contract Not Approved**

(see attached explanation)

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ Please note that all contracts should now be in the name of "Oneida Nation." You should soon be able to download from the Intranet updated contract forms by navigating to Finance>Purchasing> Contract Documents.
- ✓ The document is in appropriate legal form provided that all references in the contract documents to "Oneida Tribe of Indians of Wisconsin" are replaced with "Oneida Nation." (*Execution is a management decision.*)
- ✓ Requires Business Committee approval prior to execution, pursuant to ¶ 14 which provides that the contract will be governed and construed in accordance with the laws of the State of Wisconsin and also pursuant to ¶ 15 which requires the Nation to comply with the rules and regulations of the Wisconsin Administrative Code. Each of these amounts to a waiver of sovereign immunity.

If this contract is submitted to the Oneida Business Committee for approval of a limited waiver of sovereign immunity, the following information should be submitted along with the agenda review request and contract.

1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?
2. Were three bids obtained? If not, why not?
3. Was any other vendor willing to remove sovereign immunity issues?
4. What is the cost of going to another vendor?



September 23, 2016

Wisconsin Public Service Corporation
 700 North Adams Street
 P.O. Box 19001
 Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

ONEIDA TRIBE OF INDIANS OF WI
 ATTN KEVIN HOUSE
 PO BOX 365
 ONEIDA, WI 54155-0365

Dear Kevin House:

Thank you for your request for service at: METOXEN LN AND PETER HILL, COUNTY OF BROWN, STATE OF WI. Wisconsin Public Service is pleased to have this opportunity to provide you with reliable energy and our award winning customer service.

This letter confirms your acceptance of the terms and conditions of the gas and/or electric rates and tariffs associated with your request for service. It also confirms the following cost for your request:

- The enclosed electric, gas or lighting contracts need to be signed and returned to the Public Service office within 60 days of the contract date; otherwise the contract is null and void. The installation of your service will be scheduled upon receipt of contract, payment (if required), and completion of all site requirements. Mail both contracts to the Public Service office and a mutually signed contract will be returned to you.
- The cost to install your Electric facilities is: **\$0.00** service and **\$17,608.67** system. Total Electric charges are **\$17,608.67**. This cost is valid for 60 days as of the date of this letter. Payment is needed in advance of construction. Please note this Work Request: 2183409 on your check or money order.
- The cost to install your Gas facilities is: **\$0.00** service and **\$13,221.19** system. Total Gas charges are **\$13,221.19**. This cost is valid for 60 days as of the date of this letter. Payment is needed in advance of construction. Please note this Work Request: 2183409 on your check or money order.
- Winter construction charges, which are non-refundable, will be added to the cost of your facilities, if you have not met the necessary dates: Application received before 10/15, Contract and/or payment (if required) received for processing before 11/15, and Site Ready for installation of underground facilities before 11/15. (For Subdivision or Developments the necessary dates are 10/1, and 11/1 respectively)
- **Please remember that it is the customer's responsibility to perform any lawn restoration or surface repair on their private property as a result of this installation.** Service laterals being installed for the first time to your property will receive current allowances towards the cost of installation. Changes or relocation of these laterals may cause some additional expense on your part.
- Although we exercise caution to locate and avoid your sewer lateral during construction, if you notice a problem with your sewer drain(s) during construction or anytime after our work is completed, contact us right away. **Do not attempt to clear the sewer lateral.** There have been instances when the sewer lateral and our facilities could intersect, causing an unsafe condition.
- When requested by the customer, the company will work to coordinate joint installations with telephone and cable companies. The company does not bill the customer for this service however charges from the telephone and cable companies may apply. The customer is responsible for making contact with the telephone and cable companies to understand all charges that may apply. If this is a new service request, the customer is responsible for applying for service with appropriate telephone or cable company.

The following items are needed to install your facilities in a timely manner. Please provide us with the date when these items will be completed.

- Your property lines and building location need to be identified and marked.
- The service route must be cleared 10' wide of brush, trees, debris, building materials, dirt piles, etc. and brought to within 6 inches of final grade. Please discuss any anticipated grade changes with us before the service is installed to avoid being billed for relocation costs incurred with grade changes.

- At the time of construction, all existing or proposed private underground facilities must be marked or exposed before service can be installed.
- Any required easements must be obtained and on file with our local office.

The payment calculation of this agreement is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new agreement shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, winter construction and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.

All of us at Wisconsin Public Service look forward to serving your energy needs. For further information regarding your new service, visit our Internet site at www.WisconsinPublicService.com. If you have any questions about the above items, please refer to **Work Request: 2183409-1** when calling us at 877-444-0888.

Sincerely,

Business Solutions Center

Enc

**Wisconsin Public Service
DISTRIBUTION FACILITIES INSTALLATION AGREEMENT**

District: 10

Project No: 0051016993

This contract is for the installation of Electric and Gas facilities entered into on September 23, 2016 (Contract Date) between ONEIDA TRIBE OF INDIANS OF WI (Customer) and Wisconsin Public Service Corporation (WPSC).

Site Address / Description / Location : METOXEN LN AND PETER HILL in the VILLAGE OF HOBART, County of BROWN, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and /or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and /or MPSC.

Type of Electric Service:

	<u>-Electric-</u>	<u>-Gas-</u>
Standard System Facility Costs (Refundable)	\$17,608.67	\$13,221.19
Allowances	\$0.00	\$0.00
Special System Facilities Costs (Refundable)	\$0.00	\$0.00
Refundable Sub Total	<u>\$17,608.67</u>	<u>\$13,221.19</u>
Special Facilities Costs Non Refundable:		
System	\$0.00	\$0.00
Service*	\$0.00	
Temporary Service	\$0.00	
Non Refundable Sub Total	\$0.00	\$0.00
Electric and Gas Total:	\$17,608.67	\$13,221.19
Total Cost		<u>\$30,829.86</u>

*This agreement does does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

Applicable refunds will be made to: Contracting Developer Property Owner Other _____

Special Provisions: This extension was installed under the Area Expansion Program (AEP). The AEP charge is based on the economics of the extension. The charge is subject to reduction if more customers are attached to this extension than the number used in the economic evaluation of this extension. Applicable AEP information for this extension is:

The AEP charge is _____ per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and /or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance Amount

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: _____ Date: _____

Mailing Address: ATTN KEVIN HOUSE PO BOX 365 ONEIDA, WI 54155-0365

WPSC Signature: _____ Date: _____

Work Request/Revision: <u>2183409-1</u>	Account# _____	Energized Date _____	CIS Order # <u>437242973</u>
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ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both Company and the Customer. If the Customer fails to return the Contract to Company within sixty days of the Company signature date or contract date, the Contract offer is null and void.
2. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of units installed, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.
3. As a condition of receiving service, the Customer agrees to grant the Company, at no cost, an easement for the necessary construction, operation, and maintenance including tree trimming of any portion of the extension necessary to serve the Customer.
4. The Customer further understands that their structure must comply with the applicable PSCW / MPSC Conservation Code and any other applicable codes and that any noncompliance in future inspections by the Company may be grounds for disconnection of service.
5. If the service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be binding on the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the project.
6. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.
7. Whether stated or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.
8. Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.
9. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
10. The Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation attorneys' fees, arising out of or in connection with the Customer's use of service.
11. In no event shall the Customer place any decorative element on the pole without the prior written approval of the Company. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by the Company to the Customer upon request.
12. In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.
13. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
14. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
15. The Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code and the rules and guidelines of the State of Michigan.
16. In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.
17. Beginning the date the gas meter serving the Customer is installed, or 180 days after the gas service line serving the Customer is installed, whichever is earlier, the Customer will be billed the applicable Minimum Charge and AEP Charge (if any) associated with the rate schedule the Customer is expected to take service under, regardless if the Customer is actually using gas or taking gas service. The determination of the rate schedule the Customer is expected to take service under shall be in Company's sole discretion.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve three (3) requests regarding 2017 Oneida Business Committee Standing Meeting Schedule

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="DRAFT 2017 OBC Standing Meeting Schedule"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Heather Heuer, Info. Mgmt. Specialist/BC Support Office
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

BACKGROUND

In preparing the draft 2017 OBC Standing Meeting Schedule, the following correspondence occurred:

--August 31, 2016: E-mail sent to Direct Reports requesting any known event dates from their respective areas

--September 6, 2016: E-mail sent to Boards, Committees, and Commissions requesting any known event dates from their respective areas

--September 20, 2016: The first DRAFT 2017 OBC Standing Meeting Schedule was reviewed at the BC Work Meeting; and approved to be sent to the October 12, 2016, regular BC meeting with the following revisions: Contact Trust/Enrollment, Land Commission, Land Claims Commission, Oneida Judiciary, and Gaming Commission to set up quarterly joint meetings from their respective areas with the OBC; Contact Oneida Housing Authority in scheduling meetings with OBC regarding the FY2018 Indian Housing Block Grant; Adjust reoccurring meeting dates/times that conflict with observed holidays; Add a prep meeting within a week before a known GTC meeting and a debrief within a week after; Add monthly Treasurer's meeting with OBC, Direct Reports, BCC Chairs through August 2017; Add community meetings and events regarding FY2018 Budget; Add tentative dates for activities relating to OBC Transition

As of October 4, 2016, the following areas have not submitted suggested meeting dates/times:
Land Claims Commission, Oneida Judiciary

Also, response is still needed as to tentative dates for activities relating to OBC Transition as FYI on standing schedule.

Meetings and events have been given the following designated color coding:

BLUE = Meetings of Business Committee and/or Officers

GREY = Tentative dates of meetings, travel, etc.

YELLOW = GTC meetings; including prep sessions and debriefs

9D77@ = Community events/meetings

RED = Holiday

REQUESTED BC ACTION

(1) Approve 2017 OBC Standing Schedule as presented;

(2) to request any updates be submitted to a BC work meeting as FYI;

(3) and to direct that meetings from the approved 2017 OBC Standing Schedule be sent to BC members and their Aides from the Tribal Secretary e-mail account.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

January 2017

January 2017						
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February 2017						
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DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 1, 17 Holiday-New Year's Eve	2 Holiday-New Year's Eve (observance) ((Offices Closed))	3 10:00am -12:00pm Finance Committee ((ECR)) 1:00pm -4:30pm BC Admin. Work Meeting ((ECR))	4 9:00am -2:00pm LOC ((BCCR)) 2:30pm -4:00pm BC Officer Meeting ((ECR))	5 9:00am -12:00 pm CDPC ((BCCR)) 1:30pm -3:00pm Agenda Review ((ECR))	6	7
8	9 Treasurer's Monthly Meeting ((TBD)) 8:30am -9:30 am Roundtable Discussion 1:30pm -2:30pm Prep Mtg for Annual GTC	10 Quarterly Community Meeting with Comp. Health; Time TBD 9:00am -4:30pm BC Executive Session ((ECR))	11 9:00am -4:30pm BC Regular Session ((BCCR))	12 8:30am -10:30 am QoL ((ECR)) 2:00pm -4:30pm Audit Committee ((ECR))	13	14
15	16 10:00am -12:00pm Finance Committee ((ECR)) 6:00pm -10:00pm Annual GTC ((Radisson))	17 8:30am -4:00pm BC Strategic Work Meeting ((ECR))	18 9:00am -2:00pm LOC ((BCCR)) 2:30pm -3:30pm Debrief Mtg for Annual GTC ((ECR))	19 1:30pm -3:00pm Agenda Review ((ECR))	20 U.S. Presidential Inauguration (Washington D.C.)	21 9:00am -11:30am JMIO New Year Walk (Oneida Elementary School)
22	23 8:30am -9:30 am Roundtable Discussion ((BCCR))	24 9:00am -4:30pm BC Executive Session ((ECR))	25 9:00am -4:30pm BC Regular Session ((BCCR))	26 9:30am -11:30am Quarterly Joint BC/Gaming Commission Meeting ((ECR))	27 8:30am -10:30 am Comp. Health Update ((ECR))	28
29	30 10:00am -12:00pm Finance Committee ((ECR))	31	Feb 1	2	3	4

February 2017

February 2017						
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March 2017						
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DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 29	30	31	Feb 1 9:00am -2:00pm LOC ((BCCR))	2 9:00am -12:00 pm CDPC ((BCCR)) 1:30pm -3:00pm Agenda Review ((ECR))	3	4
5	6 1:30pm -3:00pm BC Officer Meeting ((ECR))	7 9:00am -4:30pm BC Executive Session ((ECR))	8 9:00am -4:30pm BC Regular Session ((BCCR))	9 8:00am -1pm Community Blood Drive (Oneida) 8:30am -10:30 am QoL ((ECR)) 2:00pm -4:30pm Audit Committee ((ECR))	10	11
12	13 Treasurer's Monthly Meeting ((TBD)) 8:30am -9:30 am 10:00am -12:00pm 6:00pm -10:00pm Backup	14 8:00am -12:00pm BC Admin. Work Meeting ((ECR))	15 9:00am -2:00pm LOC ((BCCR))	16 1:30pm -3:00pm Agenda Review ((ECR))	17	18 Honor the Youth Pow Wow (Radisson)
NCAI Executive Council Winter Session (Washington, DC)						
19	20	21 9:00am -4:30pm BC Executive Session ((ECR))	22 9:00am -4:30pm BC Regular Session ((BCCR)) 5:00pm -7:00 pm Youth Diabetes Prevention Fair "Family Fun Nite"	23	24 8:30am -10:30 am Comp. Health Update ((ECR))	25
26	27 8:30am -9:30 am Roundtable Discussion ((BCCR)) 10:00am -12:00pm Finance Committee ((ECR))	28 8:30am -4:00pm BC Strategic Work Meeting ((ECR))	Mar 1	2	3	4

March 2017

March 2017						
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April 2017						
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DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 26	27	28	Mar 1 9:00am -2:00pm LOC ((BCCR))	2 9:00am -12:00 pm CDPC ((BCCR)) 1:30pm -3:00pm Agenda Review ((ECR))	3	4
5	6 1:30pm -3:00pm BC Officer Meeting ((ECR))	7 9:00am -4:30pm BC Executive Session ((ECR))	8 9:00am -4:30pm BC Regular Session ((BCCR))	9 8:30am -10:30 am QoL ((ECR)) 2:00pm -4:30pm Audit Committee ((ECR))	10	11
12	13 Treasurer's Monthly Meeting ((TBD)) 8:30am -9:30 am Roundtable Discussion 10:00am -12:00pm	14 8:00am -12:00pm BC Admin. Work Meeting ((ECR))	15 9:00am -2:00pm LOC ((BCCR))	16 1:30pm -3:00pm Agenda Review ((ECR))	17	18
NCAI RES (Reservation Economic Summit) (Las Vegas, NV)						
19	20	21 9:00am -4:30pm BC Executive Session ((ECR))	22 9:00am -4:30pm BC Regular Session ((BCCR)) 4:00pm -6:30pm JMIO Marching Toward Health (Oneida)	23 2:30pm -4:30pm Joint BC/Land Commission Meeting ((BCCR))	24 8:30am -10:30 am Comp. Health Update ((ECR))	25
26	27 8:30am -9:30 am Roundtable Discussion ((BCCR))	28 8:30am -4:00pm BC Strategic Work Meeting ((ECR))	29	30 3:00pm -5:00 pm Joint BC/Trust Meeting ((BCCR))	31	Apr 1

April 2017

April 2017						
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May 2017						
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DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 26	27	28	29	30	31	Apr 1 2017 General Election Caucus (Date is TBD)
2	3	4	5	6	7	8
NICWA 25th Annual Conference (San Diego, CA)		April Oneida Teen Health Fair; Date & Time TBD (OCHC)		9:00am -2:00pm LOC ((BCCR))	8:00am -1pm Community Blood Drive (Oneida)	
	10:00am -12:00pm Finance Committee ((ECR))	8:00am -12:00pm BC Admin. Work Meeting		9:00am -12:00 pm CDPC ((BCCR))		
		1:30pm -3:00pm BC		1:30pm -3:00pm Agenda		
9	10	11	12	13	14	15
NIGA Tradeshow & Convention (San Diego, CA)						12:00pm Holiday-Good Friday ((Offices Closed at Noon))
	Treasurer's Monthly Meeting ((TBD))	Quarterly Community Meeting with Comp.	9:00am -4:30pm BC Regular Session	8:30am -10:30 am QoL ((ECR))		
	8:30am -9:30 am Roundtable Discussion	9:00am -4:30pm BC Executive Session	4:00pm -6:30pm JMIO Spring Into Action	2:00pm -4:30pm Audit Committee ((ECR))		
16	17	18	19	20	21	22
	10:00am -12:00pm Finance Committee ((ECR))	8:30am -4:00pm BC Strategic Work Meeting ((ECR))	9:00am -2:00pm LOC ((BCCR))	1:30pm -3:00pm Agenda Review ((ECR))		
23	24	25	26	27	28	29
Tribal Self-Gov Annual Consult. Conf. (Spokane, WA)					FY18 Budget Kick-Off Event ((Radisson))	
	NAFOA 25th Annual Conference (San Francisco, CA)	9:00am -4:30pm BC Regular Session ((BCCR))	9:30am -11:30am Quarterly Joint BC/Gaming Commission Meeting		8:30am -10:30 am Comp. Health Update ((ECR))	
	8:30am -9:30 am Roundtable Discussion	9:00am -4:30pm BC Executive Session ((ECR))				
	6:00pm -10:00pm					
30	May 1	2	3	4	5	6

May 2017

May 2017						
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June 2017						
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DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 30	May 1 10:00am -12:00pm Finance Committee ((ECR))	2 8:00am -12:00pm BC Admin. Work Meeting ((ECR)) 1:30pm -3:00pm BC Officer Meeting ((ECR))	3 9:00am -2:00pm LOC ((BCCR))	4 9:00am -12:00 pm CDPC ((BCCR)) 1:30pm -3:00pm Agenda Review ((ECR))	5 2017 General Election Primary (Date is TBD)	6 2017 General Election Primary (Date is TBD)
7	8 8:30am -9:30 am Roundtable Discussion ((BCCR)) 10:00am -11:30am Indian Housing Plan for FY2018 ((ECR))	9 9:00am -4:30pm BC Executive Session ((ECR))	10 9:00am -4:30pm BC Regular Session ((BCCR))	11 8:30am -10:30 am QoL ((ECR)) 2:00pm -4:30pm Audit Committee ((ECR))	12	13
14	15 10:00am -12:00pm Finance Committee ((ECR))	16 8:30am -4:00pm BC Strategic Work Meeting ((ECR))	17 9:00am -2:00pm LOC ((BCCR)) 4:00pm -6:30pm JMIO Nat'l Empl. Health & Fitness (Oneida Elementary School)	18 1:30pm -3:00pm Agenda Review ((ECR))	19 8:30am -10:30 am Comp. Health Update ((ECR))	20
21	22 8:30am -9:30 am Roundtable Discussion 10:00am -11:00am Indian Housing Plan FY2018 6:00pm -10:00pm TENTATIVE Special GTC	23 9:00am -4:30pm BC Executive Session ((ECR))	24 9:00am -4:30pm BC Regular Session ((BCCR))	25	26 Holiday-Code Talkers Day ((Offices Closed))	27
28	29 Holiday-Memorial Day ((Offices Closed))	30	31	Jun 1	2	3

June 2017

June 2017						
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July 2017						
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DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 28	29	30	31	Jun 1 Community Baby Shower; Date and Time for May TBD (OCHC) 9:00am -12:00 pm CDPC ((BCCR))	2	3
4	5 10:00am -12:00pm Finance Committee ((ECR))	6 8:00am -12:00pm BC Admin. Work Meeting ((ECR)) 1:30pm -3:00pm BC Officer Meeting ((ECR))	7 9:00am -2:00pm LOC ((BCCR))	8 8:30am -10:30 am QoL ((ECR)) 1:30pm -3:00pm Agenda Review ((ECR))	9 1:00pm ONES 8th Grade Graduation ((ONES Gym))	10
11	12	13	14	15	16	17
NCAI Mid Year Conference (Uncasville, CT)						
	Treasurer's Monthly Meeting ((TBD)) 8:30am -9:30 am 10:00am -11:00am Indian 6:00pm -10:00pm	9:00am -4:30pm BC Executive Session ((ECR))	9:00am -4:30pm BC Regular Session ((BCCR))	8:00am -1pm Community Blood Drive (Oneida Family Fitness gym) 2:00pm -4:30pm Audit Committee ((ECR))		
18	19 Treasurer's FY18 Meeting ((TBD)) 10:00am -12:00pm Finance Committee ((ECR))	20 Treasurer's FY18 Meeting ((TBD)) 8:30am -4:00pm BC Strategic Work Meeting ((ECR))	21 Treasurer's FY18 Meeting ((TBD)) 9:00am -2:00pm LOC ((BCCR)) 4:00pm -6:30pm JMIO Kickoff to Summer Fun	22 1:30pm -3:00pm Agenda Review ((ECR))	23 8:30am -10:30 am Comp. Health Update ((ECR))	24
25	26 8:30am -9:30 am Roundtable Discussion ((BCCR))	27 9:00am -4:30pm BC Executive Session ((ECR))	28 9:00am -4:30pm BC Regular Session ((BCCR))	29 OBC Review FY18 Budget ((TBD)) -5:00 pm Joint BC/Trust Meeting (BCCR) 8:00am -12:00pm BC 12:00pm -6:00pm Oneida	30 45th Annual Oneida Natl OBC Review FY18 Budget	Jul 1

July 2017

July 2017						
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August 2017						
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27	28	29	30	31		

DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 25	26	27	28	29	30	Jul 1 45th Annual Oneida Nation
2	3	4	5	6	7	8
45th Annual Oneida Nation	LPGA Classic ((Thornberry Creek at Oneida))					2017 General Election (Date is TBD by GTC @ Annual mtg)
	10:00am -12:00pm Finance Committee ((ECR))	Holiday-Independence Day (Offices Closed)	9:00am -2:00pm LOC ((BCCR)) 1:30pm -3:00pm BC Officer Meeting ((ECR))	9:00am -12:00 pm CDPC ((BCCR)) 1:30pm -3:00pm Agenda Review ((ECR))		
9	10	11	12	13	14	15
LPGA Classic ((Thornberry))	Treasurer's Monthly Meeting ((TBD)) 8:30am -9:30 am Roundtable Discussion 1:30pm 2:30pm Prep Mtg.	Quarterly Community Meeting with Comp. Health; Time TBD 9:00am -4:30pm BC Executive Session	9:00am -4:30pm BC Regular Session ((BCCR))	8:30am -10:30 am QoL ((ECR)) 2:00pm -4:30pm Audit Committee ((ECR))		
16	17	18	19	20	21	22
	10:00am -12:00pm Finance Committee ((ECR)) 6:00pm -10:00pm Semi-Annual GTC	8:30am -4:00pm BC Strategic Work Meeting ((ECR))	9:00am -2:00pm LOC ((BCCR)) 2:30pm -3:30pm Debrief Mtg for Semi-Annual 4:00pm -6:30pm JMIO	12:00pm -6:00pm Oneidas Farmers Market (Water Circle) 1:30pm -3:00pm Agenda Review ((ECR))		
23	24	25	26	27	28	29
	8:30am -9:30 am Roundtable Discussion ((BCCR))	9:00am -4:30pm BC Executive Session ((ECR))	9:00am -4:30pm BC Regular Session ((BCCR))	9:30am -11:30am Quarterly Joint BC/Gaming Commission Meeting ((ECR))	8:30am -10:30 am Comp. Health Update ((ECR))	
30	31	Aug 1	2	3	4	5
	10:00am -12:00pm Finance Committee ((ECR))					

August 2017

August 2017						
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September 2017						
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24	25	26	27	28	29	30

DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 30	31	Aug 1 Safety Town (Date, Time, & Loc. TBD for Aug.) 8:00am -12:00pm BC Admin. Work Meeting ((ECR)) 1:30pm -3:00pm BC Officer Meeting ((ECR))	2 9:00am -2:00pm LOC ((BCCR))	3 9:00am -12:00 pm CDPC ((BCCR)) 1:30pm -3:00pm Agenda Review ((ECR))	4	5
6	7 Treasurer's Monthly Meeting ((TBD))	8 9:00am -4:30pm BC Executive Session ((ECR))	9 9:00am -4:30pm BC Regular Session ((BCCR)) 4:00pm -6:30pm JMIO Beat the Heat Walk (Oneida Lake)	10 8:30am -10:30 am QoL ((ECR)) 2:00pm -4:30pm Audit Committee ((ECR))	11	12
13	14 8:30am -9:30 am Roundtable Discussion ((BCCR)) 10:00am -12:00pm Finance Committee ((ECR))	15 8:30am -4:00pm BC Strategic Work Meeting ((ECR))	16 9:00am -2:00pm LOC ((BCCR))	17 12:00pm -6:00pm Oneida Farmers Market (Water Circle Place) 1:30pm -3:00pm Agenda Review ((ECR))	18	19
20	21	22 9:00am -4:30pm BC Executive Session ((ECR))	23 9:00am -4:30pm BC Regular Session ((BCCR))	24	25 8:30am -10:30 am Comp. Health Update ((ECR))	26
27	28 8:30am -9:30 am Roundtable Discussion ((BCCR))	29	30 Adult "Annual Diabetes" Event; Time TBD (Radisson)	31 8:00am -12:00pm BC Admin. Work Meeting ((ECR))	Sep 1	2

September 2017

September 2017						
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October 2017						
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22	23	24	25	26	27	28
29	30	31				

DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 27	28	29	30	31	Sep 1	2
3	4 Holiday-Labor Day ((Offices Closed))	5 10:00am -12:00pm Finance Committee ((ECR)) 1:30pm -3:00pm BC Officer Meeting ((ECR))	6 9:00am -2:00pm LOC ((BCCR))	7 9:00am -12:00 pm CDPC ((BCCR)) 1:30pm -3:00pm Agenda Review ((ECR))	8	9
10	11 Informational FY18 Budget Sessions ((TBD)) 8:30am -9:30 am Roundtable Discussion ((BCCR))	12 Informational FY18 Budget Sessions ((TBD)) 9:00am -4:30pm BC Executive Session ((ECR))	13 Informational FY18 Budget Sessions ((TBD)) 9:00am -4:30pm BC Regular Session ((BCCR))	14 Informational FY18 Budget Sessions 8:30am -10:30 am QoL ((ECR)) 2:00pm -4:30pm Audit Committee ((ECR))	15 Informational FY18 Budget Sessions ((TBD))	16
17	18	19	20	21	22	23
NAFOA Fall Finance & Tribal Economies Conference (TBA: Occurs in September)				21 Informational FY18 Budget Sessions ((TBD)) 1:30pm -3:00 pm Agenda Review ((ECR))	22 Informational FY18 Budget Sessions ((TBD)) 8:30am -10:30 am Comp. Health Update ((ECR))	23
24	25 8:30am -9:30 am Roundtable Discussion ((BCCR)) 6:00pm -10:00pm TENTATIVE Budget GTC ((Radisson))	26 9:00am -4:30pm BC Executive Session ((ECR))	27 9:00am -4:30pm BC Regular Session ((BCCR))	28 -5:00 pm Joint BC/Trust Meeting (BCCR) 1:30pm -2:30pm Debrief Mtg for GTC Budget ((ECR))	29	30 9:00am -11:30am JMIO Diabetes Walk (NHC)

October 2017

October 2017						
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November 2017						
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26	27	28	29	30		

DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 1	2	3 8:00am -12:00pm BC Admin. Work Meeting ((ECR)) 1:30pm -3:00pm BC Officer Meeting ((ECR))	4 9:00am -2:00pm LOC ((BCCR))	5 9:00am -12:00 pm CDPC ((BCCR)) 1:30pm -3:00pm Agenda Review ((ECR))	6	7
8	9 8:30am -9:30 am Roundtable Discussion ((BCCR)) 10:00am -12:00pm Finance Committee ((ECR))	10 Quarterly Community Meeting with Comp. Health; Time TBD 9:00am -4:30pm BC Executive Session ((ECR))	11 9:00am -4:30pm BC Regular Session ((BCCR))	12 8:30am -10:30 am QoL ((ECR)) 12:00pm -6:00pm Oneida Farmers Market (Water) 2:00pm -4:30pm Audit Committee ((ECR))	13	14
15	16	17	18	19	20	21
NCAI 74th Annual Convention (Milwaukee, WI)						9:00am -11:30am JMIO Spooktacular Walk (Oneida Elementary School)
		8:30am -4:00pm BC Strategic Work Meeting ((ECR))	9:00am -2:00pm LOC ((BCCR))	1:30pm -3:00pm Agenda Review ((ECR))		
22	23 8:30am -9:30 am Roundtable Discussion ((BCCR)) 10:00am -12:00pm Finance Committee ((ECR))	24 9:00am -4:30pm BC Executive Session ((ECR))	25 9:00am -4:30pm BC Regular Session ((BCCR))	26 9:30am -11:30am Quarterly Joint BC/Gaming 2:30pm -4:30pm Joint BC/Land Commission Meeting ((BCCR))	27 8:30am -10:30 am Comp. Health Update ((ECR))	28
29	30	31	Nov 1	2	3	4

November 2017

November 2017						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2017						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 29	30	31	Nov 1 9:00am -2:00pm LOC ((BCCR))	2 9:00am -12:00 pm CDPC ((BCCR)) 1:30pm -3:00pm Agenda Review ((ECR))	3	4
5	6 10:00am -12:00pm Finance Committee ((ECR)) 1:30pm -3:00pm BC Officer Meeting ((ECR))	7 9:00am -4:30pm BC Executive Session ((ECR))	8 9:00am -4:30pm BC Regular Session ((BCCR))	9 8:30am -10:30 am QoL ((ECR)) 2:00pm -4:30pm Audit Committee ((ECR))	10 Holiday-Veteran's Day (observance) ((Offices Closed))	11 Holiday-Veteran's Day
12	13 8:30am -9:30 am Roundtable Discussion ((BCCR))	14 8:00am -12:00pm BC Admin. Work Meeting ((ECR))	15 9:00am -2:00pm LOC ((BCCR)) 4:00pm -6:30pm JMIO Fall Walk (Oneida Elementary School)	16 1:30pm -3:00pm Agenda Review ((ECR))	17 8:30am -9:30am Comp. Health Update ((ECR))	18
19 10:00am -2:00pm TENTATIVE Special GTC ((Radisson))	20 10:00am -12:00pm Finance Committee ((ECR))	21 9:00am -4:30pm BC Executive Session ((ECR))	22 9:00am -4:30pm BC Regular Session ((BCCR))	23 Holiday-Thanksgiving Day ((Offices Closed))	24 Holiday-Indian Day ((Offices Closed))	25
26	27 8:30am -9:30 am Roundtable Discussion ((BCCR))	28 8:30am -4:00pm BC Strategic Work Meeting ((ECR))	29	30 Community Baby Shower, D	Dec 1	2

December 2017

December 2017						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DRAFT - 2017 OBC Standing Meeting Schedule - DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 26	27	28	29	30	Dec 1 Community Baby Shower; Date and Time for Dec. TBD (O)	2
3	4 10:00am -12:00pm Finance Committee ((ECR))	5 8:00am -12:00pm BC Admin. Work Meeting ((ECR)) 1:30pm -3:00pm BC Officer Meeting ((ECR))	6 9:00am -2:00pm LOC ((BCCR))	7 9:00am -12:00 pm CDPC ((BCCR)) 1:30pm -3:00pm Agenda Review ((ECR))	8	9
10	11 8:30am -9:30 am Roundtable Discussion ((BCCR))	12 9:00am -4:30pm BC Executive Session ((ECR))	13 9:00am -4:30pm BC Regular Session ((BCCR)) 4:00pm -6:30pm JMIO Jingle Walk (Oneida)	14 8:30am -10:30 am QoL ((ECR)) 2:00pm -4:30pm Audit Committee ((ECR))	15	16
17	18 10:00am -12:00pm Finance Committee ((ECR))	19 8:30am -4:00pm BC Strategic Work Meeting ((ECR))	20 9:00am -2:00pm LOC ((BCCR))	21 8:30am -9:30 am Roundtable Discussion ((BCCR)) 1:30pm -3:00pm Agenda Review ((ECR))	22 12:00pm Holiday- X-Mas Eve (observance) ((Offices Closed at Noon))	23
24 Holiday-Christmas Eve	25 Holiday-Christmas Day ((Offices Closed))	26 9:00am -4:30pm BC Executive Session ((ECR))	27 9:00am -4:30pm BC Regular Session ((BCCR))	28 3:00pm -5:00 pm Joint BC/Trust Meeting ((BCCR))	29 8:30am -10:30 am Comp. Health Update ((ECR))	30
31	Jan 1, 18	2	3	4	5	6

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 14

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

1) Approve the 2017 Quarterly Reporting Schedule
2) Direct the Tribal Secretary to provide notification and the reporting schedule, to the Chairpersons of the Board, Committee and Commissions, to the Chairperson of the Standing Committees and to the Corporate Boards no later than December 1, 2016.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Kathleen M. Metoxen, Executive Tribal Clerk
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

****Background****

Each year the BC Support Office develops the reporting schedule for the Direct Reports to the OBC, the Boards, Committee and Commissions (elected and appointed), the OBC Standing Committees and the Corporate Boards.

This intent of the schedule is to:

1. Ensure the OBC agenda has a similar number of reports on each agenda; this provides consistency.
2. Ensures the areas have adequate notice in order to plan ahead, submit reports on time, and have a representative available to answer questions as needed.

**** Changes for 2017****

1. Adding the Organizational Development Specialist the reporting scheduling.

**** Requested Action****

- 1) Approve the 2017 Quarterly Reporting Schedule.
- 2) Direct the Tribal Secretary to provide notification and the reporting schedule to the Direct Reports, to the Chairpersons of the Board, Committee, and Commissions, to the Chairperson of the Standing Committees and to the Corporate Boards no later than December 1, 2016.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Appointed Board, Committee or Commission(s)	FY-17 Q1 Report (Oct '16-Dec '16)		FY-17 Q 2 Report (Jan '17-Mar '17)		FY-17 Q 3 Report (Apr '17-Jun '17)		FY-17 Q 4 Report (Jul '17-Sep '17)	
	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date
Arts Board	Jan 3	Jan 11	Apr 4	Apr 12	Jul 5	Jul 12	Oct 3	Oct 11
Anna John Residential Centered Care Community Board	Jan 3	Jan 11	Apr 4	Apr 12	Jul 5	Jul 12	Oct 3	Oct 11
Child Protective Board	Jan 17	Jan 25	May 16	May 24	Aug 15	Aug 23	Nov 14	Nov 22
Environmental Resources Board	Feb 14	Feb 22	May 16	May 24	Aug 15	Aug 23	Nov 14	Nov 23
Library Board	Feb 14	Feb 22	May 16	May 25	Aug 15	Aug 23	Nov 14	Nov 22
Personnel Commission	Mar 14	Mar 22	Jun 20	Jun 28	Sep 19	Sep 27	Dec 19	Dec 27
Police Commission	Jan 17	Jan 25	Apr 18	Apr 26	Jul 18	Jul 26	Oct 17	Oct 25
Pow Wow Committee	Jan 17	Jan 25	Apr 18	Apr 26	Jul 18	Jul 26	Oct 17	Oct 25
Southeast Oneida Tribal Services Advisory Board	Jan 17	Jan 25	Apr 18	Apr 26	Jul 18	Jul 26	Oct 17	Oct 25
Veterans Affairs Committee	Jan 17	Jan 25	Apr 18	Apr 26	Jul 18	Jul 26	Oct 17	Oct 25

Elected Board, Committee or Commission (s)	FY-17 Q1 Report (Oct '16-Dec '16)		FY-17 Q 2 Report (Jan '17-Mar '17)		FY-17 Q 3 Report (Apr '17-Jun '17)		FY-17 Q 4 Report (Jul '17-Sep '17)	
	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date
Commission on Aging	Jan 31	Feb 8	May 2	May 10	Aug 1	Aug 9	Oct 31	Nov 8
Election Board	Jan 31	Feb 8	May 2	May 10	Aug 1	Aug 9	Oct 31	Nov8
Gaming Commission	Jan 31	Feb 8	May 2	May 10	Aug 1	Aug 9	Oct 31	Nov 8
Land Claims Commission	Feb 14	Feb 22	May 16	May 24	Aug 15	Aug 23	Nov 14	Nov 22
Land Commission	Mar 14	Mar 22	Jun 20	Jun 28	Sep 19	Sep 27	Dec 19	Dec 27
School Board	Feb 14	Feb 22	May 16	May 24	Aug 15	Aug 23	Nov 14	Nov 22

Corporation(s) & Corporate Board(s)	FY-17 Q1 Report (Oct '16-Dec '16)		FY-17 Q 2 Report (Jan '17-Mar '17)		FY-17 Q 3 Report (Apr '17-Jun '17)		FY-17 Q 4 Report (Jul '17-Sep '17)	
	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date
Oneida Airport Hotel Corp.	Feb 28	Mar 7 & 8	Jun 6	Jun 13 & 14	Sep 5	Sep 12 & 13	Dec 5	Dec 12 & 13
Bay Bancorporation	Feb 28	Mar 7 & 8	Jun 6	Jun 13 & 14	Sep 5	Sep 12 & 13	Dec 5	Dec 12 & 13
Oneida Golf Enterprise	Feb 28	Mar 7 & 8	Jun 6	Jun 13 & 14	Sep 5	Sep 12 & 13	Dec 5	Dec 12 & 13
Oneida ESC Group, LLC	Feb 28	Mar 7 & 8	Jun 6	Jun 13 & 14	Sep 5	Sep 12 & 13	Dec 5	Dec 12 & 13
Oneida Total Integrated Enterprises	Feb 28	Mar 7 & 8	Jun 6	Jun 13 & 14	Sep 5	Sep 12 & 13	Dec 5	Dec 12 & 13
Oneida Seven Generations Corp.	Feb 28	Mar 7 & 8	Jun 6	Jun 13 & 14	Sep 5	Sep 12 & 13	Dec5	Dec 12 & 13

OBC Sub-Committee(s)	FY-17 Q1 Report (Oct '16-Dec '16)		FY-17 Q 2 Report (Jan '17-Mar '17)		FY-17 Q 3 Report (Apr '17-Jun '17)		FY-17 Q 4 Report (Jul '17-Sep '17)	
	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date
Audit	Mar 14	Mar 21	Jun 20	Jun 27	Sep 19	Sep 26	Dec 19	Dec 26
C.D.P.C. (community development planning committee)	Mar 14	Mar 22	Jun 20	Jun 28	Sep 19	Sep 27	Dec 19	Dec 27
Finance	Mar 14	Mar 22	Jun 20	Jun 28	Sep 19	Sep 27	Dec 19	Dec 27
L.O.C. (legislative operating committee)	Mar 14	Mar 22	Jun 20	Jun 28	Sep 19	Sep 27	Dec 19	Dec 27
Quality of Life	Mar 15	Mar 22	Jun 20	Jun 28	Sep 19	Sep 27	Dec 19	Dec 27

OBC Direct Report (s)	FY-17 Q1 Report (Oct '16-Dec '16)		FY-17 Q 2 Report (Jan '17-Mar '17)		FY-17 Q 3 Report (Apr '17-Jun '17)		FY-17 Q 4 Report (Jul '17-Sep '17)	
	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date	Submission Deadline	BC Meeting Date
Comp. Health Div.	Jan 17	Jan 25	May 16	May 24	Aug 1	Aug 23	Nov 14	Nov 22
Development Div.	Jan 3	Jan 11	Apr 4	Apr 12	Jul 5	Jul 12	Oct 3	Oct 11
E.H. & S. Div.	Jan 3	Jan 11	Apr 5	Apr 12	Jul 5	Jul 12	Oct 3	Oct 11
Emergency Mgmt.	Feb 28	Mar 8	Jun 6	June 14	Sep 5	Sep 13	Dec 5	Dec 13
Gov'tl Svc. Div.	Jan 31	Feb 8	May 2	May 10	Aug 1	Aug 9	Oct 31	Nov 8
Housing	Jan 31	Feb 8	Apr 18	Apr 26	Jul 18	Jul 26	Oct 17	Oct 25
H.R. Area Manager	Jan 31	Feb 8	May 2	May 10	Aug 1	Aug 9	Oct 31	Nov 8
Internal Svc. Div.	Feb 14	Feb 22	May 2	May 10	Aug 1	Aug 9	Oct 31	Nov 8
Land Div.	Jan 3	Jan 11	Apr 4	Apr 12	Jul 5	Jul 12	Oct 3	Oct 11
Ombudsman	Feb 14	Feb 22	May 2	May 10	Aug 1	Aug 9	Oct 31	Nov 8
Organization Devel. Specialist	Jan 3	Jan 11	April 4	April 12	July 5	July 12	Oct 3	Oct 11
Retail Enterprise	Mar 14	Mar 21 & 22	Jun 20	Jun 27 & 28	Sep 19	Sep 26 & 27	Dec 19	Dec 26 & 27
Self-Gov.	Feb 28	Mar 8	Jun 6	June 14	Sep 5	Sept 13	Dec 5	Dec 13

Chief Counsel	Each regularly scheduled OBC Meeting in Executive Session											
I.G.A. & C.	2 nd regularly scheduled OBC Meeting each month in Executive Session											
	Deadline	Meeting	Deadline	Meeting	Deadline	Meeting	Deadline	Meeting	Deadline	Meeting	Deadline	Meeting
C.F.O.	Feb 14	Feb 22	Apr 18	Apr 26	Jun 20	Jun 28	Aug 15	Aug 23	Oct 17	Oct 25	Dec 19	Dec 27
Gaming G.M.	Jan 17	Jan 25	Mar 14	Mar 22	May 16	May 24	Jul 18	Jul 26	Sep 19	Sep 27	Nov 14	Nov 22

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Waiver of Sovereign immunity
There was an attempt to negotiate the waiver, the lessor was unwilling to omit. 3 bids were obtained, lowest bidder was selected. No other vendors willing to remove waiver of sovereignty. Next lowest bidder is \$20,000 more

3. Supporting Materials

Report Resolution Contract

Other:

1. 3.
2. 4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: RaLinda Ninham-Lamberies, Assistant CFO
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

The Oneida Nation Farm will be leasing 2 tractors for 5 years. The contract includes a waiver of sovereign immunity which requires BC approval.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA NATION

P.O. Box 365

Oneida, WI 54115

MEMORANDUM

TO: Oneida Business Committee
FR: Lawrence Barton, CFO
RaLinda Ninham-Lamberies, Asst. CFO
DT: October 6, 2016
RE: CNH Contract and Waiver of Sovereign Immunity

The request before you is to approve the waiver of sovereign immunity for CNH Industrial Capital. The Oneida Nation Farm is entering into an operating lease for 2 Case tractors. Lease term is for 5 years. Included in the contract is a \$0 deductible, extended warranty. The equipment is necessary to plant and harvest the 5,000 acres of crop land the Oneida Nation currently maintains. The sales price of a new Case 420 horsepower tractor is in excess of \$500,000. There was an attempt to negotiate the waiver, the lessor was unwilling to omit. 3 bids were obtained, lowest bidder was selected. No other vendors willing to remove waiver of sovereignty. Next lowest bidder is \$20,000 more.

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Marlene Westgor
Farm

Use this number on future correspondence:

FROM: Krystal L. John, Staff Attorney



2016-0973

DATE: September 29, 2016

RE: CNH America LLC-CNH Industrial Capital

<u>Purchasing Department Use</u>
<input type="checkbox"/> Contract Approved
<input checked="" type="checkbox"/> Contract Not Approved
<i>(see attached explanation)</i>

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ Please note that all contracts should now be in the name of "Oneida Nation." You should soon be able to download from the Intranet updated contract forms by navigating to Finance>Purchasing> Contract Documents.
- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Please note that the waiver of defenses and indemnification provided in paragraph 5 is an extremely one-sided clause that favors the lessor. The lessor has agreed to minimal revisions, but the provision still obligates payment to the lessor regardless of any issue that may arise with the equipment. A separate claim would be required against the manufacturer. While pursuing any claims against the manufacturer, payments in full will remain due to the lessor.
- ✓ Requires Business Committee approval prior to execution, pursuant to the waiver of sovereign immunity that is contained in the addendum as well as paragraph 15.

If this contract is submitted to the Oneida Business Committee for approval of a limited waiver of sovereign immunity, the following information should be submitted along with the agenda review request and contract.

1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?
 2. Were three bids obtained? If not, why not?
 3. Was any other vendor willing to remove sovereign immunity issues?
 4. What is the cost of going to another vendor?
- ✓ The attached form(s) must be completed, signed by Vendor, and attached to the executed contract. *Please submit a copy of the signed form(s) to this office.*

<input checked="" type="checkbox"/> Conflict of Interest Disclosure	<input type="checkbox"/> Gaming Rider	<input type="checkbox"/> Non-Disclosure
<input type="checkbox"/> HIPAA Business Associate Agreement	<input type="checkbox"/> FOIA	<input type="checkbox"/> Entertainment Rider



Agreement Provisions

1. **Assignment; Conditions to Lease.** Lessor hereby assigns this Agreement, and any related guarantee(s) ("Guarantee") (together collectively the "Assignment") to Assignee. Lessee acknowledges that Lessor has the right to assign this Agreement and such Guarantee, that all rights and benefits but no obligations (if any) of Lessor under this Agreement may be exercised by Assignee and that no obligations (if any) of Lessor pass to Assignee. Lessee shall make all payments due under this Agreement directly to Assignee. This Agreement shall be binding on and inure to the benefit of Lessee, Lessor and Assignee and their respective heirs, personal representatives, successors and assigns; provided, however, that Lessee may not assign its interest in the Equipment or its rights or obligations under this Agreement to any person without Assignee's prior written consent. Dealer is hereby notified that CNH Capital has assigned its rights (but not its obligations) in the agreement to purchase the asset(s) described herein to CNH Industrial Capital Leasing Exchange Services, Inc., a qualified intermediary, as part of an IRC Section 1031 exchange. LESSEE SHALL NOT ASSERT AGAINST CNH INDUSTRIAL CAPITAL AMERICA LLC ANY CLAIM OR DEFENSE WHICH LESSEE MAY HAVE AGAINST THE INITIAL LESSOR (I.E., THE ENTITY APPEARING IN THE TOP OF PAGE 1 OF THIS LEASE. Lessor and Assignee have no obligation to lease the Equipment to Lessee until they receive: (a) a fully executed Agreement; (b) evidence of insurance that complies with the requirements of Assignee; (c) such precautionary financing statements, or other documents, as Lessor deems necessary or appropriate to evidence and/or perfect Lessor's interest in the Equipment in accordance with the applicable UCC or other appropriate law; and (d) such other documents as they may reasonably request. Lessee hereby authorizes Assignee or its designee to execute and file any precautionary financing statements and other public notification documentation, and any amendments thereto describing the Equipment as Lessor deems necessary or appropriate. Lessee hereby irrevocably appoints Assignee or its designee as Lessee's agent and attorney-in-fact to sign such instruments on Lessee's behalf and to file them.
2. **Title.** This Agreement is a true lease only (and not a conditional sale). Lessee does not have any right, title or interest in the Equipment, except, so long as no event of default has occurred and is continuing hereunder, the right to use it during the term hereof and, if so indicated, the option to purchase it as provided under this Agreement.
3. **Late Charges/Default Rate/Returned Checks.** Lessee shall pay a late charge on each payment not paid within 10 days after the due date at the highest amount, both as permitted by applicable law. Lessee shall pay interest on the unpaid balance after maturity (as scheduled, by acceleration or otherwise) and at the highest rate, as permitted by applicable law. If a check is returned for any reason, Assignee may charge Lessee a returned check processing fee as established by Lessor or Assignee from time to time not to exceed the maximum permitted under applicable law. Assignee may apply any payment or proceed received toward the Obligations, in its sole discretion regardless of how requested or directed. Lessee shall make all payments in lawful money of the United States of America. If any fees and/or other charges scheduled and/or assessed under any part of this Agreement exceed the maximum permitted by applicable law, any excess shall be applied toward a reduction of the principal balance and that shall be the sole and satisfactory remedy under this Agreement.
4. **Notification of Change in Residence, Principal Office, or Organizational Form.** If Lessee changes (as applicable): (a) its state of principal residence; or (b) the state in which its chief executive office is located; or (c) the state in which it is organized; or (d) its form of organization (such as from an individual to a corporation); or (e) its name, as printed on a State filed registration document or individual name, as printed on a valid driver's license, then Lessee will notify Assignee in writing promptly, but in no event more than 30 days after such change.
5. **Waiver of Defenses; Indemnification.** Lessee shall not assert against Assignee any claim or defense which Lessee might have against Lessor, the manufacturer of the Equipment or any other person. Lessee agrees that its obligation to remit payments will not be subject to, and it will not make any claim against Assignee for breach of any representation, warranty or condition with respect to the Equipment and that its obligation to pay Assignee amounts under this Lease is absolute and unconditional without abatement, reduction, set-off, counterclaim or interruption for any reason whatsoever, including any dispute which now or hereafter arises between Lessee and Lessor or any other person. Time is of the essence. Lessee shall defend and indemnify Lessor and Assignee and its officers, directors, employees, affiliates and agents from and against any damage, loss, theft or destruction of the Equipment or any part thereof, and from and arising out of or connected with this Lease, the use, condition (including without limitation, all defects whether or not discoverable by Lessee or Lessor) or operation of the Equipment or any part thereof. Lessee shall promptly notify Assignee of any loss, damage, theft, destruction, injury, claim, demand, cost or expense related to this Lease or the Equipment. Lessee shall also defend and indemnify Lessor and Assignee and its officers, directors, employees, affiliates and agents from and against all claims, losses and out-of-pocket costs (including attorneys' fees) arising out of: (a) the use (by Lessee, sublessee or any other party) or condition of the Equipment; (b) default by Lessee under the Lease; or (c) the repossession of the Equipment, after default by the Lessee, by the Lessor or the Assignee. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERED UPON A LESSEE UNDER ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERED BY ANY OTHER STATUTE OR OTHERWISE, WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES.
6. **Lessee's Covenants.** Lessee shall: (a) keep the Equipment at the Equipment Location listed on page 1 of this Agreement and not remove the Equipment from such locations, except temporarily in connection with its ordinary use or repair, unless Assignee consents in writing; (b) maintain the Equipment in good condition and repair and not permit its intended function or value to be impaired and Lessee will make sure that the manufacturer's warranty remains valid. Lessee will pay all the costs of performing these obligations; (c) keep the Equipment free of all liens, encumbrances and security interests of all persons other than Lessor and Assignee; (d) defend the Equipment against all claims and legal proceedings by persons other than Assignee; (e) pay and discharge when due all taxes, fees, levies and other charges upon the Equipment (including all personal property and ad valorem taxes); (f) pay when due all taxes arising from the purchase of the Equipment under this Agreement, excluding any taxes based upon Lessor's net income; (g) use the Equipment solely in the conduct of Lessee's business; (h) ensure the Equipment will be used solely within the intended uses of the manufacturer; (i) not sell, lease or otherwise dispose of the Equipment nor permit the Equipment to become an accession to other goods or a fixture; (j) not permit the Equipment to be used in violation of any law, regulation or policy of insurance; (k) strictly follow the terms on page 1 of this Agreement; (l) perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (m) not permit the Equipment to be used by, or to be in the possession of, anyone other than Lessee or Lessee's employees; and (n) timely pay the nonrefundable Obligations from the Beginning Date through the term on the Lease, as set forth on page 1. Lessee represents and warrants that: (i) each individual executing this Agreement authorized by or on behalf of Lessee has the requisite power and authority to execute this Agreement and all related documents; (ii) Lessee is fully authorized to perform its obligations and consummate the transactions contemplated under this Agreement and related documents the execution and delivery of this Agreement and all related documents; (iii) the execution and delivery of this Agreement and all related documents and the consummation of the transactions under this Agreement have been duly authorized by Lessee; and (iv) this Agreement and all related documents constitute valid and legally binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms.
7. **Insurance.** Lessee shall keep Assignee's interests in the Equipment insured against fire, theft, physical damage and other hazards under policies listing Assignee as loss payee, with such provisions, for such amounts (but not less than the Termination Value, under this Agreement) and by such insurers and terms as shall be satisfactory to Assignee from time to time, and shall furnish to Assignee evidence of such insurance satisfactory to Assignee. Such insurance shall provide at least 30 days' written notice of cancellation, lapse or expiration to Assignee. Lessee assigns (and directs any insurer to pay) to Assignee Lessee's interest in the proceeds of any and all insurance related to the Equipment and any premium refund, and Assignee may, at its option, apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to repair or restore the Equipment. Lessee must make all payments due under this Agreement whether or not the Equipment is insured or underinsured. Assignee is authorized, in the name of Lessee or otherwise, to make, adjust and/or settle claims under any insurance on the Equipment, or cancel the same after the occurrence of an event of default, or set off amounts owed Assignee against any rebates, credits or refunds due Lessee and/or any guarantor. If Lessee purchased physical damage insurance that is financed under this Agreement, Lessee hereby requests and authorizes Lessor (provided Lessor is properly licensed to do so) or its designee: (a) to arrange physical damage insurance for the benefit of Lessor or Assignee and Lessee that covers physical damage to the Equipment; (b) to replace or otherwise modify such insurance as Lessor deems appropriate; and (c) to be Lessee's attorney-in-fact to make claim for, receive payment of and execute, endorse and negotiate all documents, checks or drafts received in payment of loss, damage or premium refunds under any insurance. This Agreement includes and hereby incorporates by reference any Insurance Addendum signed in connection with this Agreement. STATEMENT TO LESSEE: THE PHYSICAL DAMAGE INSURANCE PURCHASED UNDER THE TERMS OF THIS AGREEMENT COVERS ONLY LOSS OF OR DAMAGE TO THE EQUIPMENT. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED AS PART OF THE PHYSICAL DAMAGE INSURANCE. LESSEE UNDERSTANDS THAT IF INSURANCE IS FINANCED UNDER THIS AGREEMENT, PREPAYMENT OF LESSEE'S OBLIGATIONS OR TERMINATION OF THIS AGREEMENT WILL RESULT IN CANCELLATION OF INSURANCE COVERAGE, UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY ASSIGNEE.
8. **Liability Insurance.** Lessee shall obtain and maintain, liability insurance from a carrier acceptable to Assignee in such form and subject to such limits as Assignee may reasonably require protecting the interests of Lessee and Assignee against claims for damages or injuries to persons or property caused by the use, condition, holding or operation of the Equipment. Lessor shall ensure that Lessee has liability insurance in place before the lease commences, having minimum coverage of at least \$1,000,000.00 total liability per occurrence, with CNH Industrial Capital America LLC named as additional insured.



Agreement Provisions

9. **Modifications and Waivers.** This Agreement sets forth the entire understanding among Lessor, Assignee and Lessee. No modification, amendment or extension of this Agreement and no waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties and a waiver of any default hereunder by Assignee shall not constitute a waiver of any other prior or subsequent default, except that Lessee authorizes Assignee to insert in this Agreement the serial number/PIN and/or model number of any Equipment if this information is unknown when this Agreement is executed or to correct any errors in such numbers or any other patent errors in the description of the Equipment.
10. **Taxes.** Lessee agrees to pay all taxes (or reimburse Assignee for any taxes) imposed by any government, political subdivision or taxing authority upon or with respect to: (a) the purchase, ownership, possession, acceptance, relocation, repair, lease, return, sale or use of the Equipment; (b) the Lease Payments or any other payment required under this Agreement; or (c) any of the transactions contemplated by this Agreement. The term "taxes" shall mean any and all fees (including, without limitation, license, documentation, recording and registration fees), taxes (including, without limitation, gross receipts, sales, lease, use, value added, goods and services, property [tangible and intangible], excise and stamp taxes), licenses, levies, duties, assessments or withholdings of any nature whatsoever (together with any and all penalties, fines, additions to tax and interest thereon), except all taxes on or measured by Assignee's net income.
11. **Tax Representations and Indemnification.** As the owner, Assignee shall be entitled to claim all items of deduction, including depreciation, on the Equipment that are consistent with ownership for tax purposes (the "Tax Benefits"). Lessee will not take or omit to take any action which would cause this Agreement not to be treated as a true lease for U.S. federal tax purposes. If Assignee loses the right to claim or is not entitled to claim all or any portion of the Tax Benefits, or if all or any of the Tax Benefits claimed by Lessor are disallowed, recaptured, reduced, or eliminated, or if Assignee originally contemplated after-tax return is adversely affected (a "Loss of Tax Benefits") as a result of: (a) the inaccuracy or falsity of any representation or warranty made by Lessee in this Agreement; (b) Lessee's breach of or failure to perform any covenant or agreement hereunder; or (c) any other act or omission by Lessee, then Lessee shall pay Assignee such amount as shall, in Assignee's reasonable opinion, cause Assignee to receive over the full term of this Agreement the same after-tax return that Assignee would have realized if there had not been a Loss of Tax Benefits (the "Original Net Economic Return"). If, as a result of any change in U.S. federal and/or applicable state income tax law enacted after the date of this Agreement, Lessor shall have a Loss of Tax Benefits, Lessee shall pay Assignee, upon Assignee's request, that amount which will provide Assignee the Original Net Economic Return. Any amounts due hereunder shall be payable at Assignee's election either as supplemental Lease Payments during the remaining term of this Agreement or as a lump sum payable on demand. Neither Lessor, Assignee nor Lessee makes any representation to the other concerning the proper treatment of this Agreement for tax purposes by either party.
12. **Authority of Assignee to Perform for Lessee.** If Lessee fails to perform any of Lessee's duties set forth in this Agreement (including, without limitation, the purchase of insurance), Assignee may at its option, in Lessee's name or otherwise, take any such action, including, without limitation, signing Lessee's name or paying any amount so required, and all costs and expenses incurred by Assignee in connection therewith shall form part of the Obligations and shall be payable by Lessee upon demand with interest from the date of payment by Assignee at the highest rate permitted by applicable law.
13. **Default/Cross Default.** Lessee shall be in default under this Agreement, and any other agreement with or assigned to Assignee, if any of the following occurs (each, an "event of default"): (a) Lessee fails to pay when due any of the Obligations, or to perform any covenant or other obligation of Lessee under this Agreement or any other agreement with or assigned to Assignee; (b) Lessee or any guarantor dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency or liquidation proceedings, attempts to or does assign this Agreement or attempts to or does remove, sell, transfer, further encumber, part with possession of or sublet any Equipment; (c) any warranty or representation made by Lessee or any guarantor to induce Lessor or Assignee to extend credit to Lessee, under this Agreement or otherwise, is false in any material respect when made; (d) Lessee fails to maintain insurance required hereunder or fails to comply with the requirements of any such insurance; (e) any other event occurs that causes Assignee, in good faith, to consider that payment or performance of the Obligations is impaired or that the Equipment is at risk; (f) the Equipment is impounded or confiscated by any federal, state, local governmental authority or third party; (g) Lessee fails to produce Equipment for inspection within 10 days, upon demand; or (h) Lessee breaches any of the other terms of this Agreement or any other agreement with or assigned to Assignee.
14. **Expenses.** To the extent not prohibited by law, Lessee shall reimburse Lessor or Assignee for any expense incurred by Lessor or Assignee in protecting, defending or enforcing their rights under this Agreement, including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, transporting, holding, repairing, refurbishing, preparing for disposition and disposing of the Equipment, and all expenses and costs incurred in collecting the Obligations, including collection agency fees based on a maximum of 25% of the Obligations, and all shall be part of the Obligations.
15. **Remedies.** If Lessee is in default, Assignee may terminate this Agreement and/or exercise all other rights and remedies provided by law and by this Agreement, and Lessee will lose all rights to keep the Equipment. Assignee will have the right to take the Equipment, without notice or hearing, and, Lessee or any guarantor also expressly waives any right to notice or a prior hearing or to require Assignee to post any bond. To take it, Lessee consents that Assignee may enter the premises where the Equipment is stored and remove it. Assignee may take any property contained within the Equipment at the time of repossession and hold it for Lessee. Neither the termination of this Agreement nor the repossession of the Equipment by Assignee shall release Lessee from its Obligations under this Agreement. Lessee agrees that Assignee may sell the Equipment (including at wholesale), re-lease it or otherwise dispose of it in a commercially reasonable manner. Lessee agrees to pay Assignee, as liquidated damages for loss of bargain and not as a penalty, an amount equal to: (a) the Termination Value (as hereinafter defined); plus (b) a processing fee ("Processing Fee") equal to the lower of \$500.00 or the maximum amount permitted by applicable law. The net proceeds of the disposition of the Equipment by sale or re-lease for the remaining term of lease under this Agreement, shall reduce the Lessee's Obligations pursuant to the preceding sentence. Any costs to Lessor and/or Assignee arising from repossessing the Equipment and/or selling the Equipment and/or re-leasing the Equipment for the remaining term of lease under this Agreement, including, without limitation, reasonable legal fees and costs, shall increase the Lessee's Obligations pursuant to the preceding sentences. Lessee shall remain liable for any deficiency. All Lessees and Guarantors consent to Assignee obtaining credit bureau reports upon them. Any surplus following any disposition of the Equipment shall belong to Assignee. All rights and remedies may be exercised by Assignee either separately or in combination and any action taken by Assignee to recover payment from Lessee of the Obligations shall not limit Assignee's rights with respect to the Equipment. Assignee can apply all proceeds or payments in its discretion.
16. **Excessive Wear and Tear.** For purposes of this Agreement, excessive wear and tear shall mean and include any of the following: Cab/Operator Platform. (a.1) Heavy interior soil. (a.2) Unclean condition of the cab. (a.3) Holes, tears or burns on the dash, floor covers, seats, headliners, upholstery or interior. (a.4) Hour Meter: If the hour meter or dash has been tampered with, Assignee has the right to estimate excess hours plus any additional penalties deemed appropriate. (a.5) Seat and/or seat belts broken. (b.) Exterior. (b.1) Dents larger than 2" in diameter or excessive number of dents. (b.2) Scratches - Any excess scratches to the paint or any one individual scratch that exceeds 8" in length. (b.3) Chips - Any single chip the size of a quarter or larger or multiple smaller chips within 1 square foot. (b.4) Paint - Substandard paint, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint. (b.5) Rust - Rust holes in the body metal or any rust spots. (b.6) Glass Damage - Any glass that must be replaced due to cracks or missing glass and any windshield damages. (b.7) Frame Damage - All frame damage and substandard frame repairs in addition to modifications made to the frame. (b.8) Blades, Buckets and Other Attachments - Any broken or cracked teeth on any attachments included with the Equipment. (b.9) Tires/Tracks - Any tires on returned Equipment that are in an unsafe condition, cracks, that have broken side walls, that are not original casings, that have less than 50% of original tread remaining, or that are not of the same size, type, grade or manufacturer (or equivalent-quality manufacturer) as were originally included on the Equipment. Lessee will be required to pay for the cost of a new tire if the above conditions are not met. (b.10) Unclean exterior requiring but not limiting to steam cleaning. (b.11) Broken or Inoperable lights. (b.12) Any Mirror damage. (b.13) Bent or broken steps. (b.14) Dented or bent wheel rims. (c.) Mechanical. (c.1) Mechanical - Mechanical components that are missing, broken or unsafe or that do not operate normally. The battery will need to be replaced if the battery is dead upon the delivery of the unit at lease end. (c.2) Equipment - Computer systems or safety or emission control equipment not in proper working order. (c.3) Brakes - Brake drums that are cracked or exceed manufacturer's recommended wear limits, brake linings showing less than 50% remaining wear, or brakes that leak oil or fluid. (c.4) Power Train - Wear on power train assembly that exceeds manufacturer's then-current standards for normal wear (as shown by oil sample analysis). (c.5) Undercarriage - Leaky lubrication seals, improperly tightened track tension, cracked or broken track shoes or fasteners, less than 50% of original life remaining on any parts, or any undercarriage components not being of the original size, type, grade or manufacturer. (c.6) Hydraulic System - Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications, or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). (c.7) Air Filters - Any filters not within manufacturer's specifications. (c.8) Electrical System - Any gauges or fluid indicators that are damaged or do not function, an alternator that fails to operate properly, a battery that fails to hold a charge, or any wire harnesses that are not tied down and kept secure, dry, clean and dust-free. (c.9) Leaks - Any general leaks that cost in excess of \$100 to repair including labor. (c.10) Mufflers/Exhaust Pipes burnt out. (c.11) Damaged or Inoperable horn. (d.) General; Other. (d.1) General - Failure to operate and maintain the Equipment in accordance with the manufacturer's specifications, or use of components, fuels or fluids on or in connection with the Equipment that do not meet manufacturer's standards. (d.2) Other - Any other damage or repair including but not limited to unlawful or unsafe operating conditions, or that make the Equipment either unlawful or unsafe to operate. All repair estimates will be based upon applicable Lessor rates or, if Lessor is unable to estimate and repair such excessive wear and tear, then at rates applicable at another outlet as reasonably selected by Lessor.

Agreement Provisions

17. **Alterations/Repairs.** Lessee will not, without Assignee's prior written consent, affix or install any accessories or attachments to the Equipment nor change it so that it cannot be used by similarly situated lessees. Any improvements, replacements, additions, accessories, or repair parts to the Equipment shall become Assignee's property, free of all liens and encumbrances, and shall be deemed part of the Equipment. The Equipment is, and shall be personal property, even if it or any part of it becomes affixed or attached to real property or any improvement to real property.
18. **Security Deposit.** The Security Deposit may be applied to any amounts that Lessee fails to pay under this Agreement, including but not limited to damages to the Equipment in excess of normal wear and tear. Lessee will not earn interest on the Security Deposit.
19. **Risk of Loss.** All risk of loss, theft or damage to the Equipment is assumed by the Lessee, until the Equipment is returned to the Lessor. If the Equipment can be repaired for a cost less than its fair market value, Lessee will repair the Equipment at Lessee's sole expense but damage to the Equipment shall not release Lessee from the Obligations. If the Equipment cannot be so repaired, or is lost, stolen or destroyed, Lessee shall at Assignee's option and written consent either: (a) replace the Equipment at Lessee's sole expense with equivalent equipment of equal or greater value, as determined in the sole discretion of and with the consent of the Assignee and transfer clear title to such replacement equipment to Assignee, whereupon such replacement equipment shall be deemed the Equipment for all purposes of this Agreement; or (b) pay Assignee the Termination Value. Upon payment of the requisite Termination Value, Lessee shall be entitled to retain possession of the affected unit(s) of Equipment. Assignee may, at Assignee's sole option, apply proceeds of insurance, in whole or in part, to repair or comparably replace the Equipment or to satisfy such Termination Value or any of Lessee's Obligations pursuant to this Agreement. The "Termination Value" shall be an amount equal to: (a) any past due, unpaid Lease Payments and any late charges related thereto; plus (b) all remaining Lease Payments hereunder, less any future interest payments embedded therein; plus (c) (i) the Purchase Option Price, or (ii) if no purchase option is granted, the estimated residual value used to calculate the Lease Payments by Assignee; plus (d) any other costs to Lessor and/or Assignee arising from the loss, theft, wear and tear, or damage to the Equipment or from the collection of any amount due under this Lease. In no event shall the Termination Value exceed the maximum amount permitted by applicable law.
20. **Purchase Option.** So long as no default exists under this Lease and it has not been earlier terminated, Lessee may on the Termination Date, upon at least 90 days, but not more than 180 days, prior written notice to Assignee, purchase all (but not less than all) of the Equipment: (a) if stated dollar amount is provided as the Purchase Option Price, then for that amount together with all applicable taxes and other charges due in connection with such sale and all other amounts due and unpaid under this Lease; or (b) if no Purchase Option Price is identified, then at the fair market value, as determined at Assignee's sole discretion, at the time the Purchase Option is exercised, together with all applicable taxes and other charges due in connection with such sale and all other amounts due and unpaid under this Lease. Lessee's purchase of the Equipment shall be on an AS-IS, WHERE-IS BASIS.
21. **EARLY RETURN.** IF LESSEE RETURNS THE EQUIPMENT PRIOR TO THE TERMINATION DATE, LESSEE SHALL BE OBLIGATED TO IMMEDIATELY PAY TO LESSOR AN EARLY TERMINATION FEE EQUAL TO 1.0% OF: (A) IF A STATED DOLLAR AMOUNT IS PROVIDED AS THE PURCHASE OPTION PRICE, THEN FOR THAT AMOUNT, TOGETHER WITH ALL UNPAID LEASE PAYMENTS, REMAINING LEASE PAYMENTS, PLUS SEPARATELY, ANY AND ALL OTHER AMOUNTS PROVIDED FOR UNDER THIS LEASE; OR (B) IF NO PURCHASE OPTION PRICE IS IDENTIFIED OR IS STATED AS FMV, THE ESTIMATED RESIDUAL VALUE OF THE EQUIPMENT USED TO CALCULATE THE LEASE PAYMENTS DUE UNDER THE LEASE AS DETERMINED BY ASSIGNEE TOGETHER WITH ALL UNPAID LEASE PAYMENTS, REMAINING LEASE PAYMENTS, AND ALL OTHER AMOUNTS PROVIDED FOR UNDER THIS LEASE.
22. **Return.** If Lessee does not exercise the purchase option (if any) as provided in this Lease, Lessee shall on the Termination Date or such earlier date of termination of this Lease: (a) at its expense, deliver the Equipment to a location designated by Assignee; (b) pay \$400.00 per serial numbered unit to the Lessor as a return fee; and (c) pay all charges incurred by Lessor to repair any excessive wear and tear and for any hours in excess of the Maximum Annual Usage at the Excess Usage Rate. The risk of loss of the Equipment shall remain with Lessee until Assignee accepts the Equipment by executing a written acceptance. Unless and until all the Equipment is returned and accepted, or is otherwise disposed of by written agreement between Assignee, and Lessee, and until all other terms and conditions have been met, the term of the Lease with respect to such Equipment shall continue.
23. **Failure to Return Equipment.** If Lessee does not exercise its option, if any, to purchase the Equipment in accordance with this Agreement and fails to return the Equipment at the termination of this Agreement, due to default or otherwise, then, in addition to any other amounts that may be due to Assignee under this Agreement or under applicable law, Lessee will be liable for a daily amount computed on the basis of the scheduled Lease Payment, if unequal, the highest lease payment will be used.
24. **Conflict with Law.** Any provision of this Agreement prohibited by applicable law shall be ineffective to the extent of the prohibition without invalidating the remaining portions of this Agreement. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of the Lessor (without regard to conflict of law principles of such State). All terms not otherwise defined have the meanings assigned to them by the UCC.
25. **Miscellaneous.** In the event that this contract is determined by a court of competent jurisdiction to be characterized as a loan or forbearance agreement, and not a lease, despite the terms and conditions found in this contract, then all parties agree that any interest charges computed and assessed in this contract that are in excess of the maximum allowed interest charges allowed by law shall be applied as a reduction to the principal balance owed on this contract only, and this shall be the agreed upon and satisfactory remedy to all parties. Lessee agrees that by providing Lessor or Assignee with any telephone number, including any mobile phone number, Lessor, Assignee, its agents and any debt collector retained may contact Lessee using that number, including calls using an automatic dialing and announcing device and prerecorded calls. If a court finds that any part of this Agreement to be invalid or unenforceable, the remainder of this Agreement will remain in effect. All of Assignee's rights shall remain in effect after the expiration or termination of this Agreement. If more than one Lessee is named in this Agreement, the liability of each shall be joint and several. All notices required or permitted hereunder shall be in writing and shall be deemed adequately given if sent to the first Lessee listed on the Lease and at its address noted herein or to such other address as such party may have specified in writing by notice as prescribed in this Agreement. The captions and headings of the sections of this Agreement are for convenience only and are not to be used to interpret or define the provisions hereof. Restrictive endorsements on checks or other forms of payment that Lessee sends to Assignee will not change or reduce Lessee's obligations to Assignee. Assignee will not lose any rights if Assignee accepts late or partial payments or delays enforcing its rights under this Agreement.
26. **WAIVER OF JURY TRIAL.** EXCEPT IN GEORGIA OR CALIFORNIA OR WHERE OTHERWISE PROHIBITED BY LAW, EACH LESSEE, LESSOR AND CNH CAPITAL WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THE OBLIGATIONS, THIS AGREEMENT, OR ANY OTHER DOCUMENT CONNECTED HERewith, OR ANY TRANSACTION ARISING FROM OR CONNECTED TO ANY OF THE FOREGOING. EACH LESSEE, LESSOR AND CNH CAPITAL REPRESENT THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.
27. **Additional Waivers.** To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by Sections 2A-508 through 2A-522 of the UCC, including, without limitation, Lessee's rights to: (a) cancel any Lease; (b) repudiate any Lease; (c) reject any Equipment; (d) revoke acceptance of any Equipment; (e) recover damages from Lessor for any breaches of warranty or for any other reason; (f) a security interest in the Equipment in Lessee's possession or control for any reason; (g) deduct from amounts owed all or any part of any claimed damages resulting from Lessor's default, if any, under any Lease; (h) accept partial delivery of the Equipment; (i) "cover" by making any purchase or lease of or contract to purchase or lease Equipment in substitution for those due from Lessor; (j) recover any general, special, incidental or consequential damages for any reason whatsoever; and (k) specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified in any Lease. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in Section 15 or which may otherwise limit or modify any of Lessor's rights or remedies under Section 15.

ADDENDUM TO EQUIPMENT OPERATING LEASE AGREEMENT

This Addendum, to that attached Equipment Operating Lease Agreement (hereafter the "Agreement"), executed simultaneously with the Agreement, for the use of a new Steiger 500 with a S/N of ZGF309473 and a new Steiger 420 with a S/N of ZGF309410 plus other attachments as described in the Lease (hereafter the "Equipment") between Service Motor Company, Inc. (hereafter the "Lessor") and Oneida Nation (hereafter the "Lessee"), which will be presented for assignment to CNH Industrial Capital America LLC ("CNH"), (the Lessee, Lessor and CNH collectively together shall be referred to as the "Parties") is amended as follows:

1. With respect to paragraph 1, item (d), and the last sentence shall be deleted.
2. With respect to paragraph 3, the fourth sentence only shall be modified as follows: "Assignee may apply any payment or proceed received toward the Obligations, in its sole discretion regardless of how requested or directed in the event the Agreement is in default.
3. With respect to paragraph 5, the beginning phrase of the 4th sentence shall be modified in part as follows: "Lessee shall defend and indemnify Assignee and its..." In addition with respect to paragraph 5, the beginning phrase with respect to the 6th sentence shall be modified in part as follows: Lessee shall also defend and indemnify Assignee and its..." All the remainder terms and conditions of paragraph 5 remain as stated
4. With respect to paragraph 11, the fourth sentence which begins "If, as a result..." shall be deleted entirely.
5. With respect to paragraph 15, the beginning phrase of the first sentence only, shall be modified as follows: "If Lessee has not cured an Event of Default after written notice from the Assignee and expiration of the 15 day deadline to cure the Event of the Default has passed, then Assignee may terminate..." The rest of the sentence and paragraph remains in its entirety.
6. Attached to this Addendum and incorporate by reference to this Addendum are minutes of a meeting held by the Oneida Business Committee, who is authorized by laws passed by the Oneida Nation, authorizing the Oneida Business Committee to authorize and grant a limited waiver of sovereign immunity with respect to the Lease and also authorizing the execution of the Lease by the party who will have full power and authority to execute the Lease. The Lessee's limited waiver of Sovereign Immunity shall become a part of the Lease by incorporation of this Addendum and further agrees that these terms shall be additional terms and conditions of the Lease as set forth in paragraphs 7-10.
7. The Lessee agrees and states that it is in the best interests of the Lessee to allow for and consent to an irrevocable limited waiver of sovereign immunity for the benefit of CNH with regard to the Agreement and the Equipment, all for the purpose of allowing CNH to finance and enforce its

Agreement regarding the Equipment under the UCC as adopted by WI and under WI law;

- 8. The Lessee agrees to recognize and be bound by the UCC as adopted by WI as well as the terms and conditions of the Agreement with respect to lien priority, rights of the Parties and enforcement of the rights of CNH as to the Agreement and the Equipment until the Obligations (as defined under the Agreement) are paid in full, with CNH agreeing that in the event that CNH wishes to exercise its Default rights and remedies under the Agreement that it will provide written notice to the Lessee of the Event of Default (whether non-payment or otherwise as defined under the Agreement) and shall provide the Lessee 15 days to cure the Event of Default before taking further action under the Agreement;
- 9. The Lessee agrees that if the Lessee fails to cure an Event of Default, that CNH shall have the right to take possession of the Equipment wherever located and remove the Equipment, that the Parties will not hinder, object to or interfere with CNH's exercise of such right or power and that the Lessee consents to CNH's and its agents entry onto tribal land for purposes of repossession of the Equipment. The Lessee grants CNH and its employees and agents and state law enforcement authorities the right to enter tribal land for purposes or inspecting and repossessing the Equipment and for enforcing any and all remedies available to CNH following the occurrence of an un-cured Event of Default under the Agreement. Further, the Lessee consents to the jurisdiction of WI and its WI Courts (or appellate court thereto) to hear any such dispute arising from or connected to the Equipment and the Agreement in any way, and Lessee agrees that such a WI court is not inconvenient for determination of any such dispute;
- 10. The Parties agree that any attempted modification of the Agreement or this Addendum must be done in writing and signed by the Parties.

Oneida Nation

By: _____

NAME/TITLE: _____

DATE: _____

CNH Industrial Capital America LLC

By: _____

NAME/TITLE: _____

DATE: _____

Service Motor Company, Inc.

By: _____

NAME/TITLE: _____

DATE: _____



LEASE GUARANTEE ADDENDUM



FX00000180818123134A0606

34407 / 97138

Lessor Name: SERVICE MOTOR COMPANY, INC.

Customer Name: ONEIDA NATION FARM

Date of Equipment Lease Agreement: 09-30-2016

Description of Lease Equipment: Case IH Steiger Tractor 500 ZGF309473

Credit Application Number: 97138

Notwithstanding anything to the contrary in the ASSIGNMENT provision of the Equipment Lease Agreement described above (collectively the "Agreement") and the Retail Financing Agreement ("RFA"), in order to induce CNH Industrial Capital America LLC or, in Canada, CNH Industrial Capital Canada Ltd. (hereinafter "CNH Capital") to take assignment of the Agreement from Lessor, pursuant to the terms of the RFA and the Agreement, Lessor hereby agrees as follows, concerning the Agreement, the equipment described above, and all other equipment, attachments and accessories covered under the Agreement:

Payment Guarantee

Full Guarantee. If checked, Lessor agrees to guarantee full payment of all Lease Payments due on the Agreement. If Customer fails to timely make any Lease Payments when due under the Agreement in good and collected funds to CNH Capital, then Lessor shall immediately pay to CNH Capital upon demand, an amount equal to (a) any past due, unpaid Lease Payments and any late charges related thereto, plus (b) all remaining Lease Payments.

Alternative Guarantee. If checked, Lessor agrees to guarantee full payment of all Lease Payments due on the Agreement until a prescribed number of Lease Payments have been paid by the customer. If the first scheduled Lease Payments are not timely made under the Agreement by the lessee, in good and collected funds to CNH Capital, then the Lessor guarantees all Lease Payments due under the Agreement. Lessor shall immediately pay to CNH Capital upon demand an amount equal to (a) any past due, unpaid Lease Payments and any late charges related thereto, plus (b) all remaining Lease Payments.

Guarantee above Published Residual

If checked, Lessor agrees to pay CNH Capital the amount described below, computed as follows: Upon termination of the Agreement for any reason, and/or, if customer does not exercise any purchase option or fails to make payment of an exercised purchase option on the Equipment, as defined in the Agreement, Lessor shall pay to CNH Capital, upon demand, an amount computed as follows: (i) the sum of (a) any matured and unpaid Lease Payments and any late charges related thereto, (b) all remaining Lease Payments, (c) the Purchase Option Price, (d) any excess hour charges, (e) reasonable attorney fees and legal expenses incurred in connection with the Agreement, and (f) any other liabilities accruing under the Agreement exceeds (ii) the net proceeds received upon disposition of the Leased Equipment; but in no event more than the Amount of Residual Value Under Guarantee identified below:

Amount of Residual Value Under Guarantee: \$ 29,228.31

If multiple boxes are checked, Lessor guarantees both payment and residual as described above. The person signing below represents that they have full power and authority to bind the Lessor to the terms above.

Executed this 30 day of September, 2016.

X Signature of Lessor's Representative

SERVICE MOTOR COMPANY, INC. Printed Lessor Name

09-30-2016 Date

LEASE WORKSHEET B - TWO FACTOR



NAME AND ADDRESS OF LESSEE

ONEIDA NATION FARM

LEASE TYPE: FINANCE OPERATING

6010 N CTY HWY C

SEYMOUR, WI 54165

PAYMENT SCHEDULE: MONTHLY QUARTERLY S/A ANNUAL IRREGULAR

OUTAGAMIE

LEASE DATE 09-30-2016 TERM (MOS) 60 NO. OF PAYMENTS 5

EQUIPMENT USE: AG CONSTRUCTION CONSUMER TRAILER

N/U	MAKE	TYPE	MODEL	SERIAL NUMBER/PIN	INV./TRADE PREMIUM	INITIAL HR. METER RDG.	MAXIMUM ANNUAL USAGE	EXCESS USE CHARGE	PRICE FOR LEASING
N	Case IH	Steiger Tractor	500	ZGF309473	375,864.72	N/A	600.0 Hrs	\$65.3/Hr	\$ 358,800.00
N	Case IH	Steiger Tractor	420	ZGF309410	322,206.50	N/A	600.0 Hrs	\$53.3/Hr	304,850.00

1.	Total Price (equipment value for leasing purposes)								\$ 663,650.00
2.	Set Up Charges (not included in line 1) (\$)	Delivery Charges (not included in line 1) (\$)							
3.	Sales/Use Tax (on acquisition when required by state/province)								N/A
4.	Filing Fee (\$ 10.00)	UCC Service Fee (\$ 12.50)	Doc Fee (\$ 272.50)						295.00
5a.	Physical Damage Insurance - Line 1 x	Premium Factor	Term						
			60						
5b.	Liability Insurance Damage - Line 1 x	Premium Factor	Term						
6a.	Credit Life Insurance								N/A
6b.	Credit Disability Insurance								
7.	Manufacturer Extended Service (\$)	Extended Service Protection Plan (\$ 25,058.00)							25,058.00
8.	Other								N/A
9.	SUBTOTAL (Add lines 1 through 8)								689,003.00
10.	(-) Net Trade-In Allowance								N/A
11.	(-) Cash Down Payment (\$)	Rebate (\$)							
12.	LEASE SALES PRICE (Line 9 - 10 - 11)								689,003.00
13a.	GROSS LEASE PAYMENT (From chart 110 / Rate 3.50 %)	(Acq. factor x Line 12)							
13b.	RESIDUAL VALUE CREDIT \$	Original Invoice, Trade Premium or Avg. Resale	Residual %	Residual Amount	Residual Value Factor				
13c.	LEASE PAYMENT BEFORE TAXES (Line 13a - 13b)								66,721.93
14.	RESIDUAL AMOUNT								\$ 448,071.05

DISTRIBUTION OF LEASE PROCEEDS

15.	Lease Sales Price (from line 12)								\$ 689,003.00
16.	(-) Dealer Contingent Reserve (when requested by CNH Capital)								
17.	(-) Filing Fee (\$ 10.00)	UCC Service Fee (\$ 12.50)	NHC Admin Fee	95.00					117.50
18.	(-) Insurance Premiums (paid by CNH Capital)	PDI (\$ N/A)	Liability (\$ N/A)	CLI (\$ N/A)	A/H (\$ N/A)				
19.	(-) Manufacturer Extended Service (\$)	ESPP (\$)							
20.	(-) Other - Describe								
21.	(-) Security Deposit From Customer (held by CNH Capital)								
22.	Advance Payment(s) From Customer (Inclusive of Taxes ONLY if tax amount or rate is entered on Print Summary tab) (No. of Advance Pymts. 1)								66,721.93
23.	LEASE PROCEEDS (Line 15 - 16 - 17 - 18 - 19 - 20 - 21 - 22)								\$ 622,163.57
24.	Lease Proceeds Distribution Wholesale Accounting \$		Dealer \$						

DOCUMENT CHECKLIST

- CREDIT APPLICATION
 EVIDENCE OF PDI INSURANCE
 SECURITY AGREEMENT IN CANADA
 LEASE AGREEMENT
 EVIDENCE OF LIABILITY INSURANCE
 COPY OF INVOICE FOR NEW EQUIPMENT

DEALER NAME

SERVICE MOTOR COMPANY, INC.

DEALER SIGNATURE

34407 / 97138

PHYSICAL DAMAGE INSURANCE COVERAGE CONFIRMATION REQUEST

Date: 09-30-2016

To: _____ Insured: _____
 Insurance Carrier Southfield Commercial Agenc Name ONEIDA NATION FARM
 Agent _____ Address 6010 N CTY HWY C
 Phone Number (248) 358-1100 City, St/Pr, Zip/Postal SEYMOUR, WI 54165
 Fax Number _____ Home Phone _____
 Policy Number NACL0056607 Business Phone (920) 833-7952

The above Insured authorizes you to furnish to the Seller/Lessor listed below with proof of insurance. **Please complete and send to the Seller/Lessor documentation (binder or policy) that confirms physical damage insurance coverage for the described Equipment and Value listed below, with the loss payable in favor of CNH Industrial Capital America LLC.** Seller/Lessor is responsible for retaining the documentation provided by the Insurance Carrier as proof of initial insurance coverage. This Request is for the benefit of the Seller/Lessor and Loss Payee only, and nothing in this document alters the Insured's obligation to obtain insurance on the Equipment as required by the underlying contract for its purchase and financing.

Seller/Lessor

Name SERVICE MOTOR COMPANY, INC.
 Address W9614 U.S. HWY 96
 City, St/Pr, Zip/Postal DALE, WI 54931
 Business Phone (920) 779-4311
 Fax _____
 Email _____

Loss Payee

CNH Industrial Capital America LLC
 P.O.Box 3600
 Lancaster, PA 17604

Equipment

New / Used	Year	Manufacturer	Description	Model	Serial Number/PIN	Value
NEW	2017	Case IH	Steiger Tractor	500	ZGF309473	\$ 358,800.00
NEW	2017	Case IH	Steiger Tractor	420	ZGF309410	\$ 304,850.00
						\$
						\$
						\$
TOTAL						\$ 663,650.00

Attachments: _____

This authorization is for the period beginning 09-30-2016 and ending 10-01-2021 for the amount indicated above.

X _____
Insured Signature

Trade-In

Year	Manufacturer	Description	Model	Serial Number/PIN

Comment from Insured (if any) to Insurance Carrier regarding trade-in.



APPLICANT IDENTITY VERIFICATION

Federal law requires verification of an individual's identity for financial transactions. Each applicant and any guarantor must present his/her unexpired driver's license from their state of residence, or, if none, then their official unexpired government photo identification card, to an authorized dealer representative. THE AUTHORIZED DEALER REPRESENTATIVE WILL VERIFY THE APPLICANT TO THE PHOTO, AND WILL CERTIFY THE FULL EXACT PRINTED NAME, ADDRESS, AND EXPIRATION DATE ON THE IDENTIFICATION FORM CHECKED BELOW IS AN EXACT MATCH TO THE INFORMATION ON THIS APPLICATION, to comply with its Retail Financing Agreement with CNH Capital.

PRIMARY APPLICANT (If a Partnership, obtain a copy of the Partnership Agreement)

Usage: <input checked="" type="checkbox"/> AG <input type="checkbox"/> CE or non Ag business purposes		<input type="checkbox"/> Individual OR Business Type: <input checked="" type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Municipality	
Identification: Expiration Date: _____		<input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other Government Issued ID (describe): _____	
Legal INDIVIDUAL Name (as PRINTED on above identification):		SSN:	Date of Birth:
Legal BUSINESS Name (NOT APPLICABLE IF APPLYING AS AN INDIVIDUAL): ONEIDA NATION FARM		Tax ID: 39-6081138	State Formed: WI
Physical Address: 6010 N CTY HWY C		City: SEYMOUR	County: OUTAGAMIE
Occupation: <input checked="" type="checkbox"/> Full-time Farmer <input type="checkbox"/> Building Contractor <input type="checkbox"/> Road & Street		Bank Name:	Primary Phone:
<input type="checkbox"/> Rental Yard <input type="checkbox"/> Part-time Farmer <input type="checkbox"/> Excavating/Trenching <input type="checkbox"/> Construction		Bank Contact:	Business Phone: (920) 833-7952
<input type="checkbox"/> Logging <input type="checkbox"/> Custom Operator <input type="checkbox"/> Lawn & Landscape		Bank Phone:	State: WI
Year Business Est.: 1970	Year Residence Est. (Individual):	Applicant Email Address:	
Zip Code: 54165			

SECONDARY APPLICANT

<input type="checkbox"/> Co-App <input type="checkbox"/> Officer <input type="checkbox"/> Partner <input type="checkbox"/> Guarantor		<input type="checkbox"/> Individual OR Business Type: <input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Municipality	
Identification: Expiration Date: _____		<input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other Government Issued ID (describe): _____	
Legal INDIVIDUAL Name (as PRINTED on above identification):		SSN:	Date of Birth:
Legal BUSINESS Name (NOT APPLICABLE IF APPLYING AS AN INDIVIDUAL):		Tax ID:	State Formed:
Physical Address:		City:	County:
Year Business Est.:	Year Residence Est. (Individual):	Applicant Email Address:	

New/Used	Year	Equipment Manufacturer / Description	Model	Hours	Serial/PIN	Sales Price
NEW	2017	Case IH Steiger Tractor	500	0.0	ZGF309473	\$358,800.00
NEW	2017	Case IH Steiger Tractor	420	0.0	ZGF309410	\$304,850.00

Year	Trade-In Equipment	Model	Hours	Serial/PIN	Allowance	Amount Owed	Net Trade-In	Owed To / Acct #

Cash Down	Program #	Program Description	Effective Date	Interest Start Date	First Payment Date	Term	Frequency	Est. Amt. Financed
N/A	6337R		09-30-2016	09-30-2016	10-01-2017	60	Annual	\$689,003.00

Insurance Carrier	Policy #	Agent	Phone

By signing below, you certify: 1) This application is made for the sole purpose of obtaining commercial business credit from CNH Industrial Capital America LLC ("CNH Capital"); 2) Primary applicant, Co-applicant(s), Officer(s), Partner(s) or Guarantor(s), (collectively "Applicant", "you" and "your"), agrees that CNH Capital may obtain a consumer credit report from one or more consumer reporting agencies (credit bureaus) and other information about you in connection with this transaction for all legitimate purposes and as otherwise allowed by applicable law. Such purposes may include assisting in making a credit decision, securitization, secondary market sale and assisting in collection activity and monitoring; 3) Applicant agrees that CNH Capital shall be permitted to disclose such information and information regarding the Account and CNH Capital's credit experience with Applicants, with credit reporting agencies, the Dealer referenced below, other creditors of Applicant, third parties that CNH Capital reasonably believes are conducting credit inquiries in accordance with applicable law, subsidiaries and affiliates of CNH Capital, and with its successors in interest, buyers, investors and regulators, in our efforts to raise capital through securitization, secondary market sale, or other means. Applicant agrees to allow CNH Capital to verify your employment, pay history and financial information, and that anyone receiving a copy of this application is authorized to provide CNH Capital with such information. CNH Capital may keep this application and information about you whether or not the application is approved; 4) Dealer discussions of financing options are for illustrative purposes only. CNH Capital will conduct its own review of your application; 5) You are authorized to sign on behalf of any entity listed; 6) You agree that by providing CNH Capital or an authorized CNH Capital dealer with any telephone number, including any mobile number, that CNH Capital and any servicer, agent or debt collector it retains, may contact you using that number, including automatic dialing and announcing device and prerecorded calls; 7) If this application is approved, Dealer shall again validate the photo identification of the parties when they execute the agreement as set forth above; 8) All signatories hereby authorize CNH Capital to file any documents necessary to record a lien or security interest in favor of CNH Capital as lien holder or secured party; 9) In the event that the applicant enters into a lease following submission of this application, Dealer is hereby notified that CNH Capital has assigned its rights (but not its obligations) under the lease to purchase the asset(s) described in the lease to CNH Capital Leasing Exchange Services, Inc., a qualified intermediary, as part of an IRC Section 1031 exchange. NOTICE TO CALIFORNIA RESIDENTS: A married applicant may apply for an individual account. NOTICE TO MAINE RESIDENTS: You have the right to choose the agent and the insurer for the insurance required by this transaction, but the insurer must be approved by the creditor. NOTICE TO NEW YORK AND VERMONT RESIDENTS: A consumer credit report may be obtained to evaluate this application and subsequently in connection with any update, renewal, or extension of credit for which application was made and for purposes of reviewing the account, increasing any credit line, taking collection action or for other legitimate purposes. Upon request, New York residents will be informed whether a consumer report was obtained, and if so, the name and address of the consumer reporting agency. NOTICE TO OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. NOTICE TO MARRIED WISCONSIN RESIDENTS: Wisconsin law provides that no agreement, unilateral statement or court decree relative to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. You must indicate the name of your spouse in the co-applicant/spouse/Secondary Applicant section of this application.

X	ONEIDA NATION FARM		
Signature of Primary Applicant or Representative	Printed Name	Title (not for Individual Applicant)	Date
X			
Signature of Secondary Applicant or Representative	Printed Name	Title (not for Individual Applicant)	Date
The undersigned certifies the name, address and expiration date on the identification checked above is an exact match to the information on this Application.			
X	SERVICE MOTOR COMPANY, INC.	34407	97138
Signature of Authorized Dealer Representative	Printed Name	Dealer #	App #

<h1 style="margin: 0;">SERVICE</h1> <h2 style="margin: 0;">Motor Company</h2> <p style="margin: 0;">SALES ORDER</p>	W9614 Hwy 96 Dale, WI 54931 (920) 779-4311	N5560 CTH D Fond Du Lac, WI 54937 (920) 923-1768	3969 Champeau Rd. New Franken, WI 54229 (920) 468-7700
	6639 Hwy 66 Stevens Point, WI 54482 (715) 592-4111	831 N. Main 55 Seymour, WI 54165 (920) 833-2378	4047 Co. Rd. WW Wausau, WI 54401 (715) 675-0052

New Customer	<input type="checkbox"/>	Customer #	OF001G	Date	August 31, 2016			
Company	Oneida Nation Farms			Phone	(920) 833-7952			
Name	Oneida Nation Farms			Cell				
Bill to Address	N6010 Cty Road			City	Seymour	ST	WI	ZIP 54165
Ship to Address	N6010 Cty Road			City	Seymour	ST	WI	ZIP 54165
County	Outagamie			Email				

Add to Mailing List:

NEW	USED	MAKE/MODEL	DESCRIPTION	WEIGHT (lb)	HOURS	STOCK #	SERIAL #	AMOUNT
X		Case IH Steiger 420	4WD Tractor		NEW	S00980	ordered	304,000.00
X		Case IH Steiger 500	4WD Tractor		NEW	S00981	ordered	354,000.00
								-
X		Case IH Ext. Warranty	Premier PPP - 60 Mo.	\$0 - Deduct	3,000	EW0311		16,255.00
X		Case IH Ext. Warranty	Premier PPP - 60 Mo.	\$0 - Deduct	3,000	EW0312		16,255.00

ADDITIONAL DESCRIPTION / INFORMATION

(2) Case IH Steiger 420 Tractors equipped with: HD Verison, Luxury performance cab, performance lighting, single beacon, GPS Ready with components, cold weather starting aid, 3 point hitch, 4 remotes, standard hydraulic pump, rear 1000 PTO, high capbar with difflock, dual tires front and rear of 520/85R46, true ground speed sensor, with ballast package.

TRADE IN (IF APPLICABLE)							
YEAR	MANUAL	MAKE/MODEL	DESCRIPTION	HOURS	STOCK #	SERIAL #	ALLOWANCE
1996		Case IH 9370	4wd tractor	8278	S81143		40,000.00

LIEN INFORMATION				Tax Exemption Form		Discounts	
Lien Amount:	Account Number:				<input type="checkbox"/>	Delivery Charge	
Lien Holder:	Lien Due Date:					Subtotal	690,510.00
Information:					<input type="checkbox"/>	Trade Allowance	40,000.00
PAYMENT TYPE				Credit Application		Lien Amount	
Cash <input type="checkbox"/>		Finance <input checked="" type="checkbox"/>		<input type="checkbox"/>		Subtotal	650,510.00
Down Payment (\$)	Down Payment (\$)				<input type="checkbox"/>	Sales Tax	-
Payment Method	Payment Method				<input type="checkbox"/>	Convenience Fee	-
Date of Payment	Date of Payment				<input type="checkbox"/>	Down Payment	-
Balance	Financed with		CNHi Capital		<input type="checkbox"/>	Filing Fees	295.00
Date of Payment	Date of Contract		Power Lease		<input type="checkbox"/>	Balance	650,805.00
Other	Rate/Terms/Freq		600 hours per year 5 Year Lease		DATE OF ESTIMATED DELIVERY OR PICK UP		
Insurance?					<input type="checkbox"/>	Delivery	X
					<input type="checkbox"/>	Pick Up	

- NOTICE TO PURCHASER**
- 1 Read this contract before you sign it.
 - 2 You are entitled to an exact and completely filled in copy of this contract. Keep it to protect your rights.
 - 3 Purchaser acknowledges receipt of a fully completed copy of this contract and purchaser waives notice of the acceptance or rejection of this order by the seller.
 - 4 Seller and Manufacturer make no representations or warranties express including the implied warranties or merchantability except as provided.
 - 5 In the event of dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of cancelling this order in writing immediately on being notified thereof.
 - 6 Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-in Equipment and warrants and certifies it to be free and clear of liens, encumbrance, and security interest, except to the extent shown on this Purchase Order.
 - 7 Used Equipment covered by this Purchase Order is sold AS IS, WHERE IS, with no representations or warranties, unless otherwise specified in writing.
 - 8 This deal is null and void if any or all of the following deviations exist related to unit being traded in; (1) Substantial changes in use (> than 100 hours from agreement date) or (2) Equipment is not as represented by customer at time of agreement date or as originally evaluated by Service Motor Company.

	Keith Rohm Sales Representative	Date	#945 Casey Kaczyn Authorized Dealer Signature
Purchaser			

SERVICE

Motor Company

Est. 1916

SERVICE MOTOR COMPANY - SEYMOUR
 831 N MAIN ST * P.O. BOX 216 * SEYMOUR, WI 54165
 PHONE: 920-833-2378 * FAX: 920-833-2380
 http://www.servicemotor.com

REMIT TO: SERVICE MOTOR CO. * P.O. BOX 170 * DALE, WI 54931

SOLD TO
 OT013S ONEIDA TRIBAL FARMS
 LBE-83448-16-PO
 N6010 CTY C
 SEYMOUR WI 54165-8138

SHIP TO

Sold By: KEITH PO #: OUTAGAMIE SN: HR .0 W:00 C: UNIT SALE UM05325
 Ship By: Tax #: EXEMPT 1974 Date 8/31/16 11:56:58 PRT: 1 Open

Tax	D	Qty	Description	Price	Amount
-----	---	-----	-------------	-------	--------

01 Equipment Purchased

#Z	UNIT SALE	Qty	Description	Price	Amount
#Z	0		S00980 CASEIH STEIGR420 A1-4WD SER#: ORDERED-ONEIDA		304000.00
#Z	0		S00981 CASEIH STEIGR500 A1-4WD SER#: ORDERED-ONEIDA		354000.00
#Z	0		EW0311 CASEIH STG420PPP E-PPP SER#: ORDERED-ONEIDA		16255.00
#Z	0		EW0312 CASEIH STG500PPP E-PPP SER#: ORDERED-ONEIDA		16255.00
				** TOTAL UNIT SALE	690510.00
				* SEGMENT SUBTOTAL	690510.00

02 Description

2 Case IH Steiger 420 tractors equipped with: HD version, Luxury performance cab, performance lighting, single beacon, GPS ready with componenets, cold weather starting aid, 3 point hitch, 4 remotes, standard hydraulic pump, rear 1000 PTO, high capbar with difflock, dual tires front and rear of 520/85R46, true ground speed sensor, with ballast package.

* SEGMENT SUBTOTAL

03 Operators Manual

Manufacturer's warranty only covers warrantable failures during the warranty period. For details, refer to your Certificate of Warranty coverage (operator's manual). Manufacturer warranty does NOT cover: Freight, Travel Time, Service Calls, Maintenance Items, and Hauling. Customer responsible for costs not covered by Manufacturer.

SERVICE

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Est. 1916

SERVICE MOTOR COMPANY - SEYMOUR
831 N MAIN ST * P.O. BOX 216 * SEYMOUR, WI 54165
PHONE: 920-833-2378 * FAX: 920-833-2380
http://www.servicemotor.com

REMIT TO: SERVICE MOTOR CO. * P.O. BOX 170 * DALE, WI 54931

SOLD TO
OT013S ONEIDA TRIBAL FARMS
LBE-83448-16-PO
N6010 CTY C
SEYMOUR WI 54165-8138

SHIP TO

Sold By: KEITH PO #: OUTAGAMIE SN: HR: 0 W:00 C:
Ship By: Tax #: EXEMPT 1974 Date 8/31/16 UNIT SALE UM05325
11:56:58 PRT: 1 Open

Tax	D	Qty	Description	Price	Amount
			* SEGMENT SUBTOTAL		

04 Equipment Traded

#Z	TRADE IN	S81143	CASEIH	9370	A1-TRACT 4WD	Price	Amount
	0						-40000.00
			SER#:				
							* SEGMENT SUBTOTAL -40000.00

05 Finance Fees

#Z	FILE & PROCESS	1	CNH FILE FEES	Price	Amount
	0			295.00	295.00
					* SEGMENT SUBTOTAL 295.00

06 Payment Information

#Z	FINANCE CONTRAC	1	FINANCED WITH CNH CAPITAL	Price	Amount
	0			-650805.00	-650805.00
					* SEGMENT SUBTOTAL -650805.00

Manufacturer's warranty only covers warrantable failures during the warranty period.
For details, refer to your Certificate of Warranty coverage (operator's manual). Manufacturer
warranty does NOT cover: Freight, Travel Time, Service Calls, Maintenance Items,
and Hauling. Customer responsible for costs not covered by Manufacturer.

SERVICE

Motor Company

Est. 1916

SERVICE MOTOR COMPANY - SEYMOUR
831 N MAIN ST * P.O. BOX 216 * SEYMOUR, WI 54165
PHONE: 920-833-2378 * FAX: 920-833-2380
http://www.servicemotor.com

REMIT TO: SERVICE MOTOR CO. * P.O. BOX 170 * DALE, WI 54931

SOLD TO
OT013S ONEIDA TRIBAL FARMS
LBE-83448-16-PO
N6010 CTY C
SEYMOUR WI 54165-8138

SHIP TO

Sold By: KEITH PO #: OUTAGAMIE SN: HR .0 W:00 C:
Ship By: Tax #: EXEMPT 1974 Date 8/31/16 UNIT SALE UM05325
11:56:58 PRT: 1 Open

Tax D Qty Description -----* Price Amount

07 Warranty Information

24 month 2000 hour factory warranty with a Premier Warranty
of 60 months or 3000 hour on each tractor with start dates
of 09/30/16 factory ending 09/29/16 & premier ending 09/29/21

Service calls, trucking & freight charges are not covered under warranty.

* SEGMENT SUBTOTAL

08 Delivery Instructions

Deliver to the farm whe they are ready.

* SEGMENT SUBTOTAL

Work Order Summary

01 Equipment Purchased	690510.00
02 Description	
03 Operators Manual	
04 Equipment Traded	-40000.00
05 Finance Fees	295.00
06 Payment Information	-650805.00
07 Warranty Information	
08 Delivery Instructions	

Manufacturer's warranty only covers warrantable failures during the warranty period.
For details, refer to your Certificate of Warranty coverage (operator's manual). Manufacturer
warranty does NOT cover: Freight, Travel Time, Service Calls, Maintenance Items,
and Hauling. Customer responsible for costs not covered by Manufacturer.

X _____ Charge Sale

Phone: (920) 833-7952
Page 3 Last Page

PAY THIS AMOUNT 

\$.00



Warranty Terms & Conditions

Make & Model: Case IH Steiger 420 Date: August 31, 2016
 Stock Number: S00980 Serial Number: ordered
 Hours: NEW Condition (Circle one): New X Used _____

This is an overview of warranty & conditions provided with the purchase of the equipment. For details regarding the warranty on your machine, please refer to the manufacturer Certificate of Warranty Coverage (printed in the user's manual). Warranty term defines expiration, whichever comes first.

Factory Basic Warranty Full-The factory warranty provided to the customer at no additional cost for a specific period of time covering the complete machine from manufacturer craftsmanship/defects.**

Coverage Terms: 24 Months Or 2,000 Hours Start Date: 9/30/2016 End Date: 9/29/2018
 Deferred Start Date? Yes No

**Excludes: Customer abuse/neglect, Regular Maintenance/Wear Items, Freight, Service Calls, Hauling Charges, Shop Supplies. Variable-An extension of the factory base warranty coverage on specific components provided to the customer at no additional cost.

Specific Component(A):	Coverage Terms(A):	Start Date	End Date	Stock #
Premier Warranty	<u>60 Months/or 3,000 Hours</u>	<u>9/30/2016</u>	<u>9/29/2021</u>	
Specific Component(B):	<u>Months/or Hours</u>			
Specific Component(C):	<u>Months/or Hours</u>			
Specific Component(D):	<u>Months/or Hours</u>			

Purchased Extended Warranty Variable-An Extension of the factory base warranty coverage on specific components provided to the customer at an additional cost by an outside extended warranty company other than the manufacturer.

Extended Warranty Provider: CNHi Capital

Address: _____ Phone: _____
 Fax: _____

Specific Component (Including program #): Premier Coverage Start Date: _____ End Date: _____ Stock #: _____
 *Coverage Terms: 60 Months/or 3,000 Hours
 *Deductible: \$0 *Quoted Price: \$16,255

* Please attach a copy of Extended Warranty Provider's Quote.

NO WARRANTY COVERAGE

Sold As-is * NO warranty of any kind has been given by Service Motor Company or agent. Customer understands & accepts that this unit is sold "as is", "where is".

Customer (Print): _____ Employee (Print): Keith Rohm
 Customer (Sign): _____ Employee (Sign): _____
 Date: 6.30.2016 Date: 6.30.2016

34407 / 97138

"Lessee(s)" Legal Name(s) ONEIDA NATION FARM	Address 6010 N CTY HWY C	City SEYMOUR	St WI	Zip 54165
"Lessor" Legal Name SERVICE MOTOR COMPANY, INC.	Address W9614 U.S. HWY 96	City DALE	St WI	Zip 54931

The undersigned Lessee(s) (collectively called "Lessee") hereby leases from Lessor and Lessor hereby leases to Lessee the following goods (the "Equipment") under the terms set forth herein. The Equipment is leased for commercial business use agricultural use.

NEW*/USED	EQUIPMENT DESCRIPTION	MODEL	SERIAL#/PIN	HOURS	"MAX ANN USE"	"EXCESS USE"
NEW	Case IH Steiger Tractor	500	ZGF309473	0.0	600.0 Hrs	\$65.3/Hr
NEW	Case IH Steiger Tractor	420	ZGF309410	0.0	600.0 Hrs	\$53.3/Hr

*New Equipment is unused equipment, a rental unit or a demonstrator, not previously sold, for which the manufacturer will supply all or a portion of a new equipment warranty; this Equipment may have been manufactured in a year prior to the year of this lease.

Location of Equipment:	Address (if other than Lessee address)	City	St	Zip
------------------------	--	------	----	-----

The beginning date of this agreement (the "Agreement" or this "Lease") is 09-30-2016 ("Beginning Date") and the termination date of the Agreement is 10-01-2021 ("Termination Date"). There shall be a security deposit of \$ N/A ("Security Deposit") and a purchase option price of \$ 448,071.05 ("Purchase Option Price").
 Lease Payments: Advance Payment of \$ 66,721.93 followed by payments in accordance with the following schedule, PLUS APPLICABLE TAXES.

NUMBER OF PAYMENTS	PERIOD OF PAYMENTS	AMOUNT OF EACH PAYMENT	BEGINNING MM/DD/YYYY
3	12 MONTHS	\$ 66,721.93	10/01/2017
1	12 MONTHS	\$ 66,721.92	10/01/2020
		\$	
		\$	
		\$	
		\$	

NUMBER OF PAYMENTS	PERIOD OF PAYMENTS	AMOUNT OF EACH PAYMENT	BEGINNING MM/DD/YYYY
		\$	
		\$	
		\$	
		\$	
		\$	

The "Obligations" shall mean Lessee's responsibility to pay the payments noted in this Lease (the "Lease Payments") and to perform any other existing or future obligations of Lessee to Lessor, or to the Assignee under this Lease or any other agreement between or among Lessee and Assignee, or Lessor or affiliate of Lessor and Assignee.
LESSEE HAS SELECTED THE EQUIPMENT. THE MANUFACTURER AND ITS REPRESENTATIVES ARE NOT LESSOR'S NOR ASSIGNEE'S AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. LESSEE IS AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND LESSEE WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF WARRANTY RIGHTS, LIMITATIONS AND DISCLAIMERS. LESSOR MAKES NO WARRANTIES TO LESSEE, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. LESSOR PROVIDES THE EQUIPMENT TO LESSEE AS-IS. LESSOR, NOR ASSIGNEE, SHALL BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.*

*Some states do not allow these limitations and exclusions, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable state law.

Lessee has received and examined the Equipment, which is in good operating order and condition and is as described above. Lessee acknowledges receipt of a copy of this Agreement. Lessee agrees to lease the Equipment described above and based on the terms of this Agreement. The parties intend that this agreement: (a) creates a "Lease" under Section 1-203 of the Uniform Commercial Code ("UCC"); (b) is a "Lease" as defined in Section 2A-103(1)(j) of the UCC and (c) satisfies every element under Section 2A-103(1)(g) of the UCC.

Lessee acknowledges responsibility for paying all taxes related in any way to the Equipment. If Lessee is in possession of the Equipment on the personal property tax assessment date, Lessee is responsible for the entire year's assessment. Such amounts shall be included in the periodic invoices Lessee receives from Assignee. Lessee's failure to timely pay the entire invoice, including any portion related to taxes, shall create a default under the Lease.

NOTICE TO THE LESSEE:

- DO NOT SIGN THIS BEFORE YOU READ THE TERMS ON THE FOUR AGREEMENT PAGES (PLUS ANY ADDENDUMS), EVEN IF OTHERWISE ADVISED.
- DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
- LESSEE REPRESENTS THAT THE EQUIPMENT IS NOT BEING LEASED FOR FAMILY, HOUSEHOLD OR PERSONAL USE.

ADDITIONAL PROVISIONS CONCERNING RIGHTS AND DUTIES OF THE PARTIES ON THE ADDITIONAL PAGES OF THIS AGREEMENT ARE A PART OF THIS AGREEMENT.

X	ONEIDA NATION FARM	09-30-2016
Signature of Lessee/Lessee's Representative	Printed Name	Title (not for an individual Lessee) Date
X		
Signature of Lessee/Lessee's Representative	Printed Name	Title (not for an individual Lessee) Date

Dealer (herein "Assignor" or "Lessor") hereby assigns all of its rights, title and interest in and to this Agreement and the Equipment to CNH Industrial Capital America LLC (herein "Assignee" or "CNH Capital"), under terms also described in the Retail Finance Agreement, Program Procedures, Dealer Handbook or other related documents (collectively hereinafter the "RFA") executed by the Assignor and Assignee. Lessor has obtained a signed credit application for this Agreement. The Equipment has been paid in full to Dealer or will be paid in full with Agreement proceeds pursuant to the terms of the RFA. Assignor waives notice of acceptance of this Assignment and notice of non-payment and non-performance of this Agreement and any other notices required by law and waives any and all setoffs and counterclaims. The Assignment shall become effective upon delivery of this Agreement to Assignee or upon Assignee's payment of the lease price therefor, whichever occurs first.

Basis of Acceptance Nonrecourse Repurchase Full Recourse Other

Other explanation See attached Lease Guarantee Addendum

X	SERVICE MOTOR COMPANY, INC.	09-30-2016
Signature of Lessor's Representative	Printed Lessor Name	Date

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Travel Report

Accept as Information only

Action - please describe:

Accept Travel Report for David Jordan's attendance at the 34th Annual NAFOA Conference, April 17-20, 2016, Phoenix, AZ

3. Supporting Materials

Report Resolution Contract

Other:

1. Travel Report

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

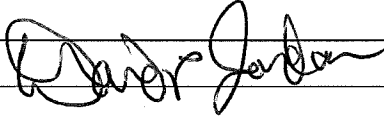
Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

David Jordan, Council Member 

Primary Requestor:

Leyne Orosco, Executive Assistant
Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Approve travel report for David Jordan's attendance at the 34th Annual Native American Finance Officer's Association Conference in Phoenix, AZ, April 17-20, 2016.

Total cost of trip was \$1,971.97.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for: David Jordan

Travel Event:	NAFOA		
Travel Location:	Chandler, AZ		
Departure Date:	04/17/2016	Return Date:	04/20/2016
Projected Cost:	\$1,972.70	Actual Cost:	\$1,971.97
Date Travel was Approved by OBC:	01/27/2016		

Narrative/Background:

This conference was hosted by the Gila River Indian Community and was well attended by approximately 100 member tribes throughout the U.S. to gain further insight into NAFOA’s advocacy and program offerings to continue to further the organization’s mission of growing tribal economies by strengthening tribal finance.

Upon my arrival I was met by Shane Anton, an Oneida tribal member and former tribal employee who works for the Salt River Pima-Maricopa Indian Community and given a tour of the reservation.

I attended several of the breakout sessions, two of which I found very interesting.

The first was Sustainable Investing: The High Returns of Community Investments, wherein they provided insight on the best practices for integrating Environmental, Social and Governance (ESG) factors into investment policies and decisions of the tribes. ESG investing has the power to create change, drive social impact, promote community development investments, and create economic opportunity. Tribes were provided with the principles of ESG, which allows tribes to put their money where their value lies, while still delivering a competitive financial return.

The second one was on Capital and Asset Management which was designed to help tribes identify and secure viable sources of capital to fund current and future ventures. Panelists discussed how to secure outside capital, starting with Tribal Economic Development bonds, including the new draw-down option which allows tribes to issue debt in phases over time rather than drawn down all at once.

Item(s) Requiring Attention:

None

Requested Action:

Accept Travel Report

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Travel Report

Accept as Information only

Action - please describe:

Accept Travel Report for David Jordan's attendance at the Democratic National Convention, July 24-29, 2016, Philadelphia, PA

3. Supporting Materials

Report Resolution Contract

Other:

1. Travel Report 3. [Empty text box]
2. [Empty text box] 4. [Empty text box]

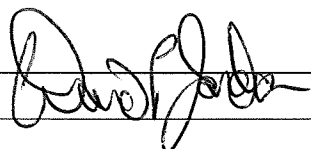
Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

David Jordan, Council Member 

Primary Requestor:

Leyne Orosco, Executive Assistant
Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Approve travel for David Jordan's attendance at the Democratic National Convention in Philadelphia, PA, July 24-29, 2016.

Total cost of trip is \$3,418.18.

David's portion is \$1,759.58.

Legislative Affairs is picking up \$1,658.60 of the actual cost as I was originally told the Wisconsin Democratic Committee would be paying for my hotel costs, however, this did not occur.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for: David Jordan

Travel Event:	Democratic National Convention		
Travel Location:	Philadelphia, PA		
Departure Date:	07/24/2016	Return Date:	07/29/2016
Projected Cost:	\$2,575.98	Actual Cost:	\$3,418.18*
Date Travel was Approved by OBC:	01/27/2016		

Narrative/Background:

I was a delegate from the State of Wisconsin and attended the Democratic National Convention.

I attended daily conference events hosted by the State of Wisconsin as well as one hosted by the National Indian Gaming Association.

During the evening I attended the actual convention at the Wells Fargo Center listening to the speeches presented by numerous politicians.

NOTE: My portion of the actual cost is \$1,759.58. Legislative Affairs is picking up \$1,658.60 of the actual cost as I was originally told the Wisconsin Democratic Committee would be paying for my hotel costs however, this did not occur.

Item(s) Requiring Attention:

None

Requested Action:

Accept Travel Report

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Enter E-Poll results into the record in accordance with BC SOP Conducting Electronic Voting:
Approved travel request - Councilman Brandon Stevens - White House Tribal Nations Conference -
Washington D.C. - September 25-27, 2016

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Requestor: Brandon Stevens, Councilman
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Submitted by: Heather Heuer, Info. Mgmt. Spec./ BC Support Office
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

BACKGROUND

On Tuesday, September 20, 2016, at 3:27 p.m., the following E-Poll was conducted:

SUMMARY:

Councilman Stevens respectfully requests Business Committee approval to attend the White House Tribal Nations Conference September 26th, 2016. Brandon has been invited by the White House Office of Intergovernmental Affairs and the White House Domestic Policy Council to attend as a special guest. The travel falls in line with our Strategic Directions, Committing to Build a Responsible Nation, Implementing Good Governance Processes and Creating a Positive Organizational Culture. This travel provides an opportunity to network with other tribal leaders and the current White House Administration to continue to strengthen the relationship between the Oneida Nation and the United States. It is most important as the Administration transitions in the next Presidency and what Tribes are to expect. Travel funds will be used from Vice-Chairman Melinda Danforth's travel line.

This is an E-poll request because the invitation was received Monday 9/19/2016.

REQUESTED ACTION:

Approve travel request – Councilman Brandon Stevens – White House Tribal Nations Conference – Washington D.C. – September 25-27, 2016.

DEADLINE FOR RESPONSE:

Please submit your response by 4:30 p.m., TODAY, September 20, 2016.

As of the deadline, below are the E-Poll results:

Support: Melinda J. Danforth, Tehassi Hill, David Jordan, Trish King, Lisa Summers, Jennifer Webster

REQUESTED BC ACTION

Enter E-Poll results into the record for approved travel request - Councilman Brandon Stevens - White House Tribal Nations Conference - Washington D.C. - September 25-27, 2016

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Heather M. Heuer

From: TribalSecretary
Sent: Tuesday, September 20, 2016 4:32 PM
To: TribalSecretary; Brandon L. Yellowbird-Stevens; Cristina S. Danforth; David P. Jordan; Fawn J. Billie; Jennifer A. Webster; Lisa M. Summers; Melinda J. Danforth; Patricia M. King; Ronald W. Hill
Cc: Brian A. Doxtator; Cathy L. Bachhuber; Danelle A. Wilson; Dawn M. Moon-Kopetsky; Jessica L. Wallenfang; Leyne C. Orosco; Lisa A. Liggins; Lora L. Skenandore; Rhiannon R. Metoxen; BC_Agenda_Requests; Debbie J. Melchert
Subject: E-POLL RESULTS: Travel Request - Councilman Stevens - White House Tribal Nations Conf. - D.C. - 9/25-9/27
Attachments: BYS White House 9.26.16.pdf

E-POLL RESULTS

The E-Poll request for Councilman Brandon Stevens to attend the White House Tribal Nations Conference in Washington D.C. from September 25-27, 2016, **has been approved**. Below are the results:

Support: Melinda J. Danforth, Tehassi Hill, David Jordan, Trish King, Lisa Summers, Jennifer Webster

Heather Heuer

Information Management Specialist
 Business Committee Support Office (BCSO)



office 920.869.4421
 cell 920.471.5002
 fax 920.869.4040

From: TribalSecretary
Sent: Tuesday, September 20, 2016 3:27 PM
To: Brandon L. Yellowbird-Stevens <BSTEVEN@oneidanation.org>; Cristina S. Danforth <tdanfort@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Fawn J. Billie <fbillie@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Lisa M. Summers <LSUMMER2@oneidanation.org>; Melinda J. Danforth <MDANFORJ@ONEIDANATION.org>; Patricia M. King <TKING@ONEIDANATION.org>; Ronald W. Hill <RHILL7@oneidanation.org>
Cc: Brian A. Doxtator <BDOXTAT2@oneidanation.org>; Cathy L. Bachhuber <CBACHHUB@oneidanation.org>; Danelle A. Wilson <DWILSON1@ONEIDANATION.org>; Dawn M. Moon-Kopetsky <dmoonkop@oneidanation.org>; Jessica L. Wallenfang <JWALLENF@oneidanation.org>; Leyne C. Orosco <lorosco@oneidanation.org>; Lisa A. Liggins <lliggins@oneidanation.org>; Lora L. Skenandore <LSKENAN3@oneidanation.org>; Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>
Subject: E-POLL REQUEST: Travel Request - Councilman Stevens - White House Tribal Nations Conf. - D.C. - 9/25-9/27
Importance: High

E-POLL REQUEST

Summary:

Councilman Stevens respectfully requests Business Committee approval to attend the White House Tribal Nations Conference September 26th, 2016. Brandon has been invited by the White House Office of Intergovernmental Affairs and the White House Domestic Policy Council to attend as a special guest. The travel falls in line with our Strategic Directions, Committing to Build a Responsible Nation, Implementing Good Governance Processes and Creating a Positive Organizational Culture. This travel provides an opportunity to network with other tribal leaders and the current White House Administration to continue to strengthen the relationship between the Oneida Nation and the United States. It is most important as the Administration transitions in the next Presidency and what Tribes are to expect. Travel funds will be used from Vice-Chairman Melinda Danforth’s travel line.

This is an E-poll request because the invitation was received Monday 9/19/2016.

Requested Actions:

Approve travel request – Councilman Brandon Stevens – White House Tribal Nations Conference – Washington D.C. – September 25-27, 2016.

Deadline for response:

Please submit your response by 4:30 p.m., TODAY, September 20, 2016.

Voting:

1. Use voting button above, if available; OR
2. Reply with “support” or “oppose”

Heather Heuer

Information Management Specialist
Business Committee Support Office (BCSO)



office 920.869.4421
cell 920.471.5002
fax 920.869.4040

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 9 / 28 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Travel Request

Accept as Information only

Action - please describe:

To approve travel to Washington DC for Councilman Brandon Stevens who has been invited to attend the White House Tribal Nations Conference

3. Supporting Materials

Report Resolution Contract

Other:

1. Invite from the White House

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Brandon Stevens, Council Member

Primary Requestor/Submitter: _____
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Councilman Stevens respectfully requests Business Committee approval to attend the White House Tribal Nations Conference September 26th, 2016. Brandon has been invited by the White House Office of Intergovernmental Affairs and the White House Domestic Policy Council to attend as a special guest. The travel falls in line with our Strategic Directions, Committing to Build a Responsible Nation, Implementing Good Governance Processes and Creating a Positive Organizational Culture. This travel provides an opportunity to network with other tribal leaders and the current White House Administration to continue to strengthen the relationship between the Oneida Nation and the United States. It is most important as the Administration transitions in the next Presidency and what Tribes are to expect.

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Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: 9 / 28 / 16 e-poll requested

2. General Information:

Event Name: White House Tribal Nations Conference 2016

Event Location: Washington DC Attendee(s): Brandon Stevens

Departure Date: Sep 25, 2016 Attendee(s):

Return Date: Sep 27, 2016 Attendee(s):

3. Budget Information:

- Funds available in individual travel budget(s)
- Unbudgeted
- Grant Funded or Reimbursed

Cost Estimate: \$1,680.00

4. Justification:

- Liaison Appointment Responsibilities

To which Strategic Direction(s) does this travel relate?

- Advancing Principles
- Creating a Positive Organizational Culture
- Committing to Building a Responsible Nation
- Implementing Good Governance Processes

Describe the purpose of Travel and how it relates to the Strategic Direction(s) and/or your liaison area:

Councilman Stevens respectfully requests Business Committee approval to attend the White House Tribal Nations Conference September 26th, 2016. Brandon has been invited by the White House Office of Intergovernmental Affairs and the White House Domestic Policy Council to attend as a special guest. The travel falls in line with our Strategic Directions, Committing to Build a Responsible Nation, Implementing Good Governance Processes and Creating a Positive Organizational Culture. This travel provides an opportunity to network with other tribal leaders and the current White House Administration to continue to strengthen the relationship between the Oneida Nation and the United States. It is most important as the Administration transitions in the next Presidency and what Tribes are to expect. Travel funds will be used from Vice-Chairman Melinda Danforth's travel line.

5. Submission

Sponsor: Brandon Stevens, Council Member

- 1) Save a copy of this form for your records.
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THE WHITE HOUSE
WASHINGTON

Dear Special Guest,

On behalf of President Obama, the White House Office of Intergovernmental Affairs and the White House Domestic Policy Council cordially invite you to attend the 2016 White House Tribal Nations Conference as an observer. The Conference will be held on Monday, September 26th, 2016 at the Andrew W. Mellon Auditorium located at 1301 Constitution Ave. NW, Washington, D.C. 20240 from 9:30A.M. to 4:30P.M. (Timing is subject to change). Registration will begin at 7:30A.M.

This conference will build on last year's successful White House Tribal Nations Conference and celebrate the last 8 years of accomplishments in Indian Country. The goal of this year's Conference is to continue the meaningful discussion between tribal leadership and the Administration and further strengthen the Nation-to-Nation relationship between the United States and American Indian and Alaska Native tribes as we close out this Administration and move forward into the next.

Please RSVP by 10 p.m. EST on Monday, September 19, 2016 by sending an email to both [Tracy L Goodluck@who.eop.gov](mailto:Tracy.L.Goodluck@who.eop.gov) and FN-WHO-IndianCountry@who.eop.gov. Please submit your name, title, and organization or agency you are representing. *This invitation is non-transferable.*

Following your reply, you will receive confirmation of your registration and further instructions. Please email Cody Minyard at IndianCountry@who.eop.gov with any questions.

We hope you will join us for the 2016 White House Tribal Nations Conference. We look forward to seeing you!

With regards,

Tracy Goodluck
White House Office of Intergovernmental Affairs

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See Instructions for the applicable laws, then choose one:

[Empty box for session selection]

Agenda Header: Reports

[Box containing the text "Reports"]

Accept as Information only

Action - please describe:

Development Division Quarterly Report: (4th Quarter)

3. Supporting Materials

Report Resolution Contract

Other:

1. [Empty box] 3. [Empty box]

2. [Empty box] 4. [Empty box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

[Handwritten signature: Sgt. Capt. Jacques B...]

Primary Requestor:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Development Division

Development Branch - Troy D. Parr
Operations Branch - Jacque Boyle
WWTP/Utilities - Scott Cottrell

**4th Quarter Report: July, August,
September 2016**

Revised: 10/01/16



Development Division – Renewed Vision & Effort

Below are some highlights of FY '16, Fourth Quarter Development Branch work efforts to align with the Four Focus Initiatives of 2016:

Community Development

The Development Branch Team continues to focus on the Community Planning and Development efforts in Central Oneida, as well as the entire Oneida Reservation. These efforts include creating opportunities for economic development, social engagement, recreation, dining, housing and essential needs in small business growth. The focus in Central Oneida remains to create the context for redevelopment of the heart of the Oneida Reservation through new infrastructure and community design. Efforts are underway to conceptualize and design the educational corridor from the Turtle School to Tsyunhehkwa. This includes redevelopment of several key properties near the intersection of Seminary Road and Highway 54. The goal is to bring back some of the great experiences Oneida's have historically enjoyed most about this place, while creating new places - that are Uniquely Oneida.

Reducing Debt

Although this initiative is not one that the Development Branch directly aligns with, our efforts to create new diverse revenue streams are aimed at putting more net profits on the bottom line to contribute to the Nation in it's overall effort to reduce debt.

Improving Employee Programs

This initiative also is not one that the Development Branch directly aligns with, however we are looking at ways to optimize our Development Branch structure to maximize efficiencies and control labor costs, leading to sustainability. One improvement is to merge the Planning and GLIS business units into one unit. This work has begun in the fourth quarter of FY 2016.

Creating New Revenues

The commitment to planning an organizational structure that support *sustainability* of new growth is being advanced by the Development Branch. These efforts will be completed in and effort to create new revenue streams and leverage existing assets already on the Reservation - while protecting the environment and the rural character of the Oneida Reservation that we all enjoy. This effort is being undertaken with a *triple bottom line approach*, ensuring what is good for people, profit and the planet. With the support of the Land Commission, the Oneida Business Committee, and future budget allocations this *vision* can be achieved.

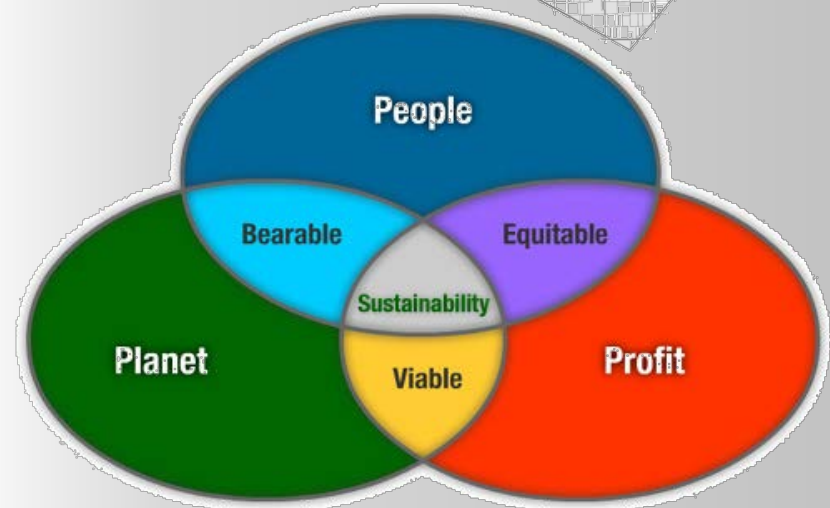
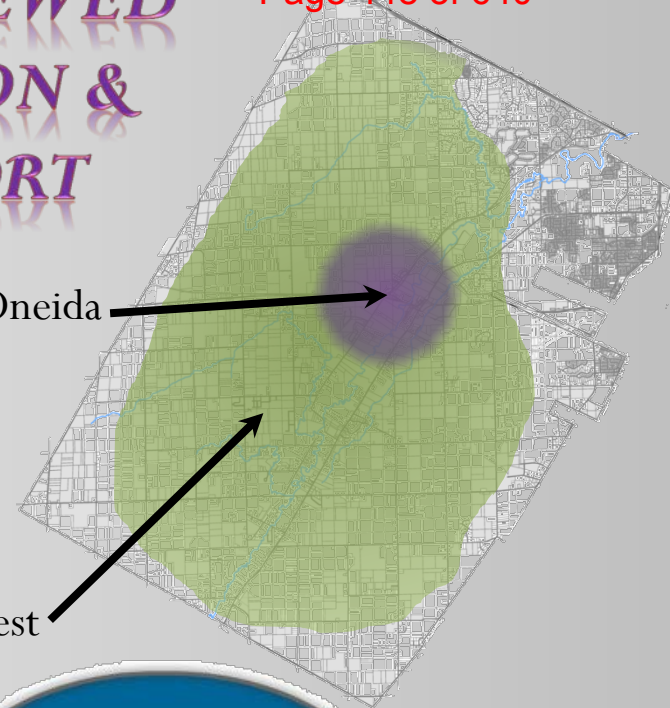
Yaw^ko,
Troy D. Parr, AIA
Oneida Architect



RENEWED VISION & EFFORT

Central Oneida

Rural Nest

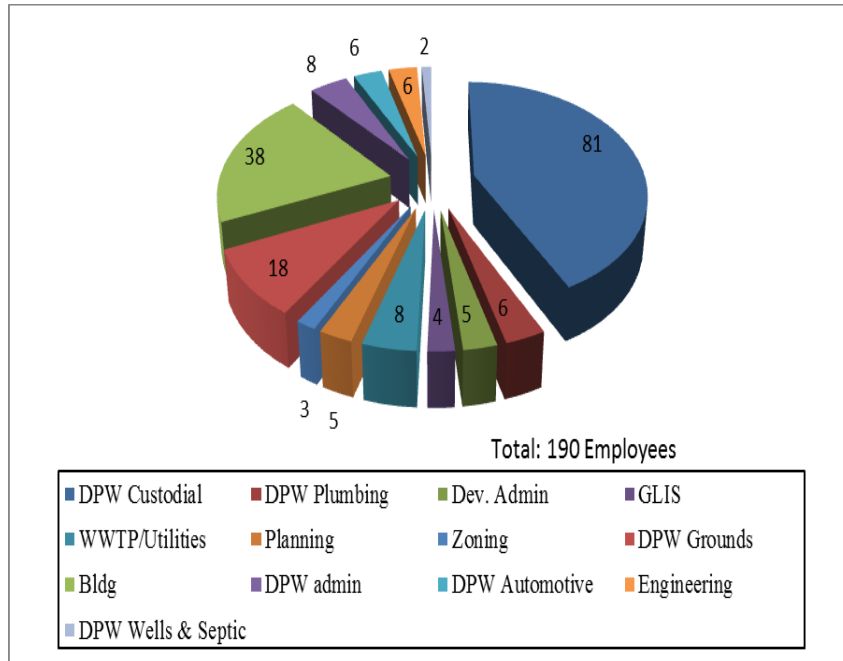


TRIPLE BOTTOM LINE APPROACH

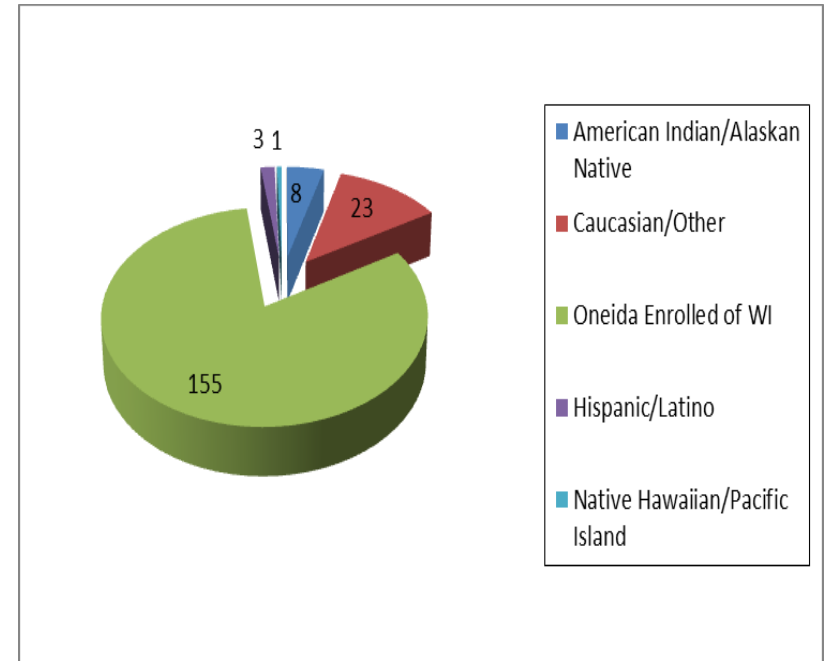
Development Division – Quarterly report

- The Development Division supports the overall physical well-being of our nation as expressed by planning, designing, constructing and maintaining the Tribal facilities, space and physical systems and provide accurate corresponding data to the nation.
- The Development Division consists of GIS, Planning & Statistics, Transportation, Engineering, Zoning, Utilities/Wastewater Treatment Plant and the Department of Public Works. DPW include; Plumbing, Facilities, Groundskeeping, Custodial, Automotive, Fleet and Roads.

Employees by Department

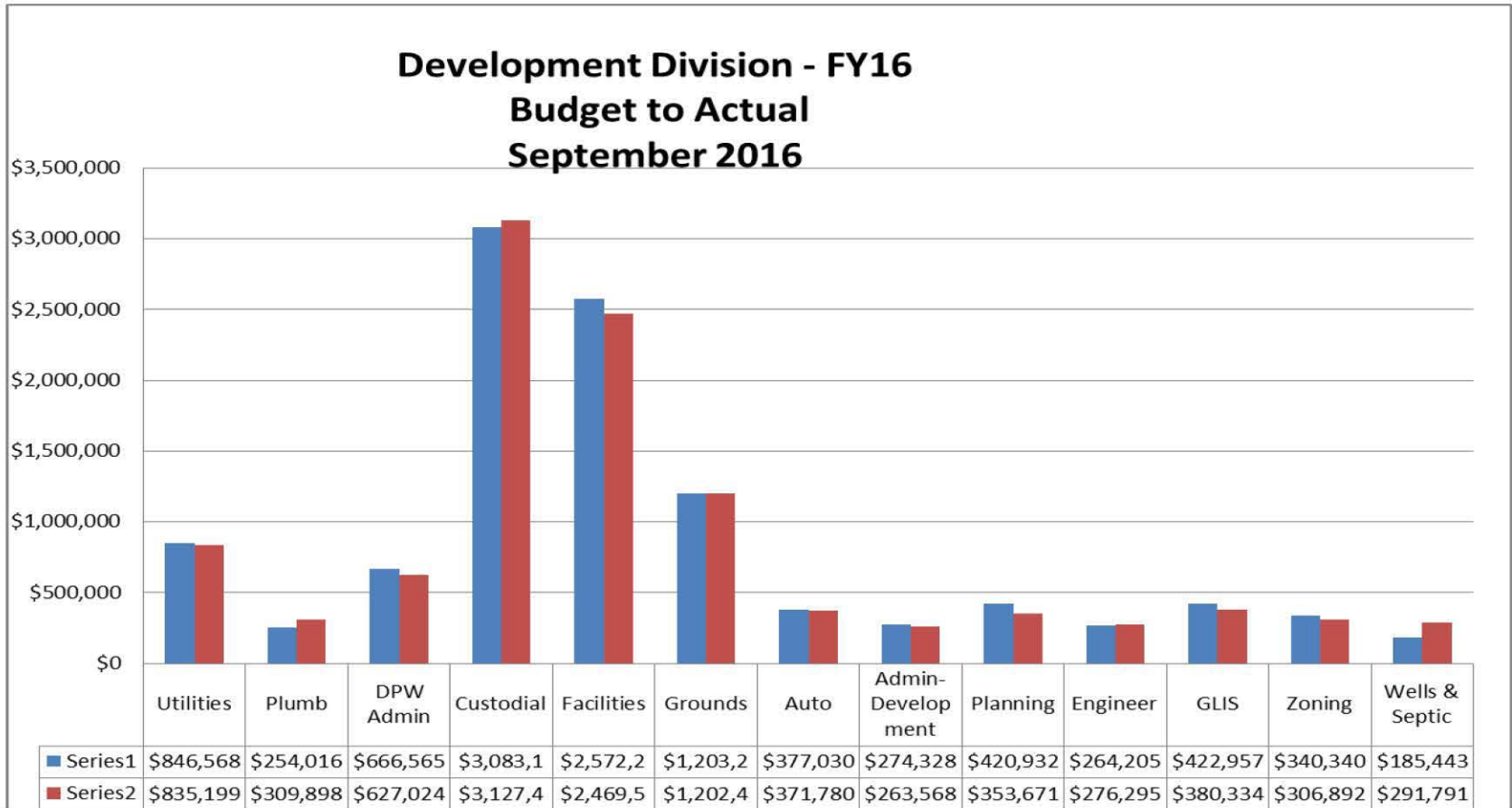


Tribal Members vs. Others



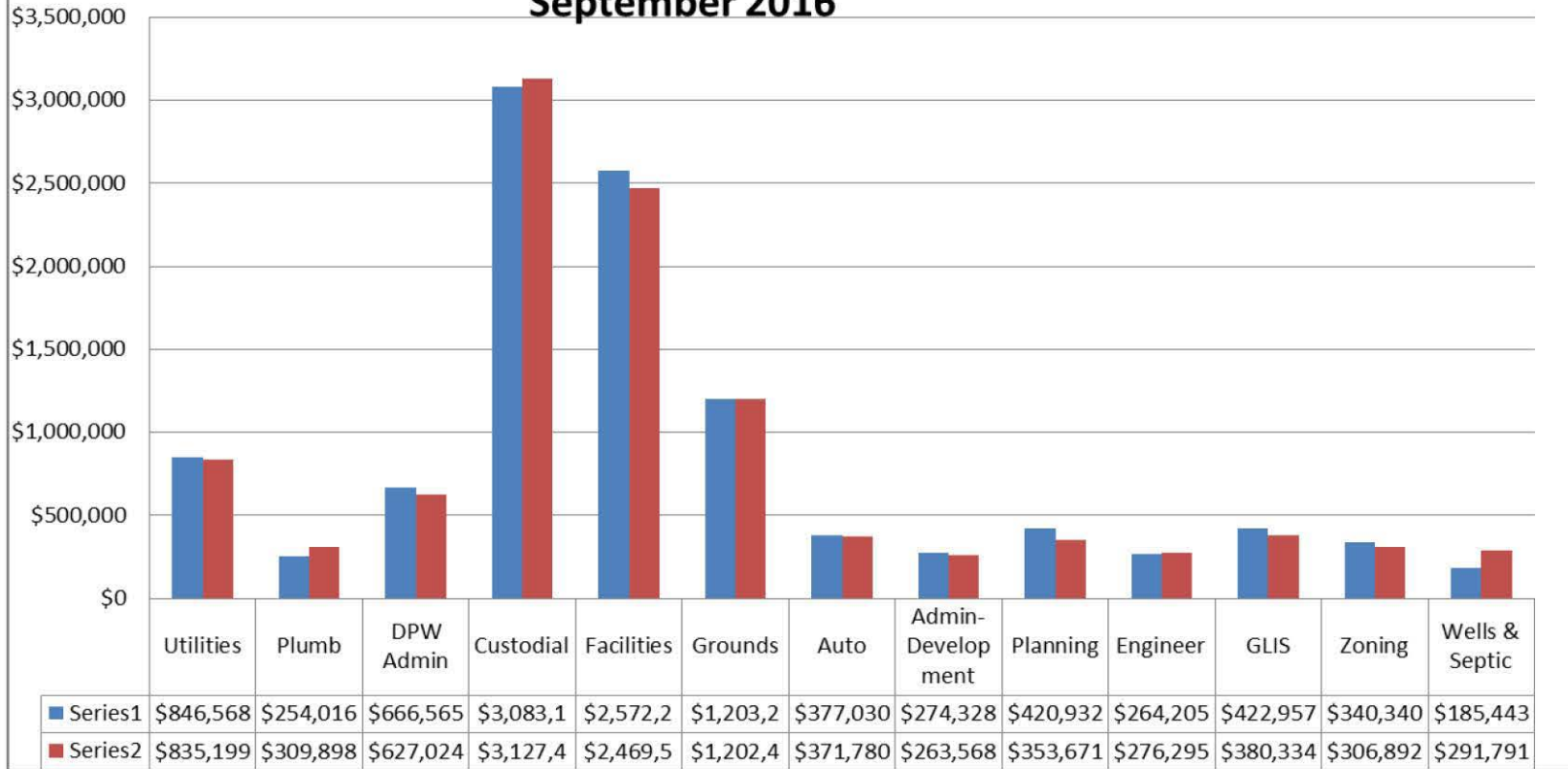
Development Division – Quarterly report

This information is only good for the first 11 months of the fiscal year. The year end report will be available mid October pending final close.



Development Division – Quarterly report – FY 16 (4th Quarter) We are .69 % better than budget.

**Development Division - FY16
Budget to Actual
September 2016**



Open Meeting Packet Development Division – Quarterly report

- **Project List by Department:**
 - Engineering – (Contact Paul Witek: 920-869-4543)
 - Residential Homes Sites
 - Health Center Miscellaneous
 - Social Services Building Remodel – Phase V
 - Oneida Nation High School
 - Park Upgrades Phase II
 - Cemetery Improvements
 - Elder Village Cottages
 - Uskah Village Apartments
 - Oneida Nation Farms Barn
 - Early HeadStart Facility
 - Oneida Golf Enterprise Remodel – Phase II
 - Water Main Loop
 - NHC Remodeling Phase VIII
 - Business Park Storm Water
 - Oneida Fishery Restoration Phase II
 - Solar Electric Deployment, assistance
 - Tribal Transportation Program
 - NHC Headstart Relocation
 - Beechtree Lane extension
 - O.F.F. Facility Improvements
 - Oneida Rec.Complex
 - Tsyunhehkwa Storage/shelter
 - Cultural Campus
 - Miscellaneous Small projects.
- Utilities/Wastewater Treatment Plant Utilities/Wastewater Treatment Plant Manager - Our Primary objective is to provide safe drinking water and environmentally safe wastewater treatment and septage removal. Utility/Wastewater continue to provide billing for sewer/ water, septic removal and refuse/recycling renewals.



Development Division – Quarterly report

- Utilities/Wastewater Treatment Plant continued. The Utilities department has eight enrolled Oneida Tribal members with no vacancies. Six of the employees require training through the year to acquire CEC's required for annual license renewals. Budget note: Currently our budget may run approximately \$21,687 over budget. The Septic Truck repairs have increased this year by approximately \$7750.00. A big part of this overage is due to prior year expenses from August 28th, 2015 invoices that were not paid until November of 2015... **August 28th, three (3) invoices were sent to accounting to be paid totaling \$17,573.17. On November 5, 2015 we were contacted by one of the vendors for payment, and then at that time it was noticed none of these invoices were paid. Therefore, this amount will be reflected in our FY 16 budget.
 - Community Wells, Pump houses and Water Main loop – HIS Project BE-12-G87 – Phase I was completed in FY 15, which consisted of the test well, exploratory soil borings and ground water study. Mau & Associates have completed the legal description for the easement in December of 2015. CTW has completed drilling both wells as of March 2016. Phase II-I.H.S is requesting an additional pump and water test on well #4 to ensure water test meet EPA standards. The plans and specs for this project are going through the first round of revision by I.H.S. Senior Engineer. August change order waiting to be approved by Finance due to detection of radium ; additional tests are needed and well will be drilled approximately 80 ft deeper, pumps will be reinstalled and retested. This moves the estimated well completion from July to November.
 - Water Loss Mitigation-IHS Project BE-15-164 – Completed May 2016. No major leaks were found.
 - I&I Study (Infiltration and inflow) IHS project BE-15-J62 – Completed May 2016. nothing significant was found.



Development Division – Quarterly Report (Departmental Updates)

▪ Engineering:

We are managing the various CIP, Non-CIP, OHA, and other miscellaneous projects. We provide assistance to the Zoning Department with plan reviews for code compliance. In addition, we help various Tribal Departments with design and construction coordination for minor interior remodel projects. Major projects are identified in listing above. (James Petitjean – Interim Assistant Division Director; Paul Witek - Senior Architect.); (Vacant positions: 0; Paul Witek – Senior Tribal Architect).

• Oneida Housing Authority:

- Green Valley – Eleven (11) units are all occupied and this project is in Closeout process.

PHASE I

- RFP is being drafted for Architect to draft the designs for twelve (12) – 1 & 2 Bedroom Cottages.
- Elder Village – Infrastructure – Phase II
 - Extension of Henry road to provide an Emergency access road from Henry Road to Metoxen Lane is completed and in closeout process.
- Uskah Village – Infrastructure – Extension of Metoxen Lane to S. Overland is completed and in Closeout process.
- Townhome Apartment - #1 is in the construction stage and is scheduled to be completed and handed over to OHA by the end of December.
- Bidding Plans are being completed so we can bid out (1-3) 4-Plex Townhome Apartments. These Townhome apartments should be ready for advertising and sealed bids should be opened in late February Date TBD so we can start construction by the end of May 2017.
- Reviewing Draft RFP for an Architect to design (2) 6-plex single bedroom apartments; these also should be ready for bid and ready for construction in spring of 2017.



Development Division – Quarterly Report (Departmental Updates)

- GIS: The primary objective of the GLIS department is to provide high quality GIS services for the Oneida Tribal organization and its stakeholders. This involves data management, creating maps and conducting spatial/statistical analysis using GIS software and developing strategies and solutions for GIS data consumption. Some of the special datasets created by the department this quarter include:
 - Oneida tribal member land ownership w/assessed values
 - Foreign Trade Zones on and around the Reservation
 - DOLM residential leases
 - Oneida population by municipality

A third function that falls under the data management umbrella, is the development of tools which aide and expedite the data manipulation and map creation process. Some of the tools created this quarter include:

- An updated Geocoding tool for plotting tabular address data
- Several string manipulation scripts involving concatenation, splitting strings, and removing characters.

A new feature added to the website this quarter is the “Request A Map” form, which allows users to create and send a map request online. The department also works with its customers to develop custom GIS solutions to meet their business needs. Over the last quarter, the department has set up private GIS data repositories for several groups. This allows members of the group to view specialized GIS data relevant only their area or project(s). Groups added in the last quarter include: Cultural Heritage; Oneida Zoning and Land Commission. Also this quarter, the department deployed a GIS app for the Holy Apostles Cemetery Board which is used as a burial database and location tool. The department also worked with church staff to develop a strategy for updating burial data.



- Planning & Statistics – Update of Projects:
 - Oneida Area Development Plan – Assisting project lead with transportation improvements in Central Oneida to include proposals for walkway overpass, sidewalk improvements and a trail hub and a community development corridor. Working session 2 is completed.
 - Model Housing Initiative – Assisting the Oneida Housing Authority to develop model housing projects for single and two person households. Concept paper is being developed.
 - Elder Services Improvement – Assisting Construction Manager to develop Capital Improvement Package for Elder Services garages.
 - Community Trails – Assisting in the development of a
 - comprehensive trail system. Exploring the possibility of a safe routes to school planning grant through the State of Wisconsin for the next phase of the project. Developing a draft work plan that include phases and a time line for future development. Producing draft document for review.
 - Central Oneida Food Hub- Working with governmental Services Director on Food Hub Proposal(s) in Central Oneida. Assisting in integrating with the Central Oneida Area Development team.
 - Agriculture Strategy – Assisting the Agriculture Strategy team with visuals, info graphics, maps, power point presentation and proposed Agriculture Strategy booklet.
 - Business Park Storm water Management Plan
 - Boxing Club
 - Oneida Fishery Restoration Project – Work on fishing camp continuing. Investigating park amenities.
 - Oneida Nation High School – Currently investigating potential partnerships and funding sources
 - Oneida Nation Farms Barn – Design documents are being reviewed. Preconstruction meeting to be scheduled.
 - Newest Projects – Elder Day Care Program facility; ONCOA has approved the CIP application.



Development Division – Quarterly Report (Departmental Updates)

- Planning & Statistics – Update of Projects continued
 - QOL Survey was distributed over the summer. A reliable response has been received and the results will be compiled once all of the data has been entered.
 - Review plan for implementation for Chicago Corner site and Old Anna John site.
 - Review site evaluation with DPW – Assess direction for implementation of suggested corrections or additional recommendations, i.e. maintenance plan.

**Transportation Planning

Construction began on May 23, 2016 and was completed on September 3, 2016 on Manders Court and Joshua Ct and the cul de sacs at Path of the Bear and Path of the Wolf. Existing pavement, curb and gutter was removed and new pavement, curb and dry pond to improve storm water management was installed. Some ditching improvements were also part of the project. End of driveways were replaced to the extent necessary to facilitate construction. On October 4, 2016 construction began on King Court, and will be replaced with new pavement. Beechtree land will be extended along highway H and Six Nations drive with a new wet detention pond and store sewers.

- Zoning Department:
 - Zoning This past quarter the Zoning department has been extremely busy with the issuance of an additional 50 building permits, land use permits and 4 sanitary permits. To date we current have 145 permits that are active for the year and the inspectors and contractors are working hard to close out the projects before the winter months appear. Complaints have been a normal issue with the City of Green Bay ranging from tall grass to garbage can receptacles visible from the roads. While we still work to achieve voluntary compliance the enforcement of our laws is now a piece of this process that has created discussion and action as some violations are now requiring further action. These discussions continue to progress and enforcement has begun on a few of our problem properties.

DEPARTMENT OF PUBLIC WORKS

QUARTERLY REPORT: July/August/September FY2016

Assistant Development
Director of Operations
DPW

Jacque Boyle

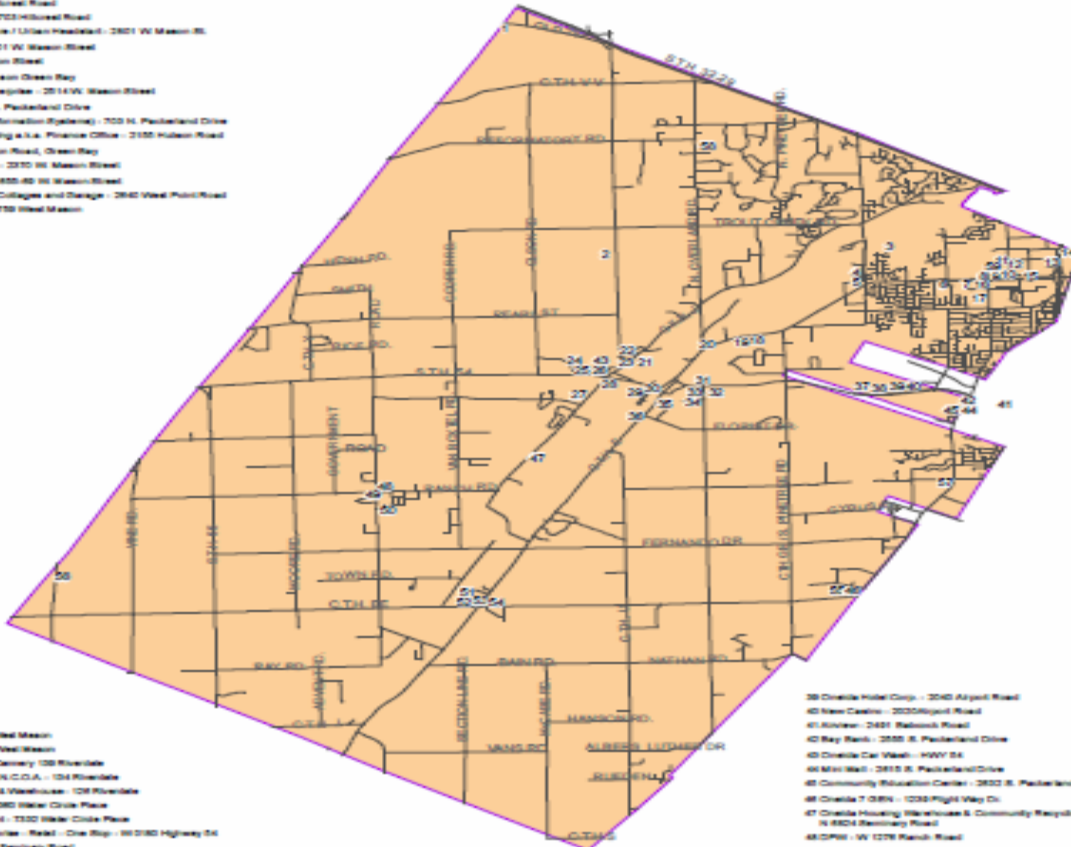


DEPARTMENT OF PUBLIC WORKS

- ◉ The mission of the Department of Public Works is to effectively maintain public infrastructure with the utmost efficiency. We provide essential services in the area of Facilities Management and all health and safety code enforcement, Fleet Management, Plumbing Services, and Vehicle Repair & Maintenance. We at Public Works, strive to enhance the appearance of the Oneida Nation by maintaining landscape of all tribal entities along with providing safe roads and pathways for community members, employees and visitors in the utmost practical, useful, economical, safe and beneficial way.
- ◉ The Department of Public Works consists of Administration, Groundskeeping, Automotive, Custodial, Facilities, Plumbing, Community Wells & Septic, and recently added Wastewater Treatment Plant/Utilities Department.

ONEIDA NATION
TRIBAL BUILDINGS AND BUSINESSES

- Buildings - Addresses
- 1 Oneida Travel Center - 5998 Oak St
- 2 Convention - N 8047 County Road 12
- 3 Oneida Training Center - 431 Hudson
- 4 Language - 3727 Hudson Road
- 5 Cultural Heritage - 3723 Hudson Road
- 6 Three States Depense / Urban Health - 2801 W Mason St.
- 7 Printing / Retail - 2701 W Mason Street
- 8 HRG - 2650 W Mason Street
- 9 Training 2502 W Mason Street
- 10 Oneida Tobacco Enterprise - 2514 S. Mason Street
- 11 OCCC Health - 703 N. Packard Drive
- 12 OCB (Design/Info Systems) - 703 N. Packard Drive
- 13 Oneida Accounting & S.A. Finance Office - 2100 Hudson Road
- 14 Pugsley - 2000 Larkin Road, Green Bay
- 15 One Stop Wash/Dry - 2370 W Mason Street
- 16 West Mason St - 2850 W Mason Street
- 17 Social Services & 4 Cottage and Garage - 2842 West Point Road
- 18 Ridgeman Plaza - 3750 West Mason



- 19 Oneida Lobbies 3750 West Mason
- 20 Eagle Club - 3676 West Mason
- 21 Topychilovs - A.S.A. Cemetery 100 Riverside
- 22 Rental Center A.S.A. CUNY/CCA - 104 Riverside
- 23 Rental Center Design & Warehouse - 104 Riverside
- 24 Post Distribution - N 7580 State Circle Place
- 25 Little Bear Development - 7330 State Circle Place
- 26 Oneida Tobacco Enterprise - Retail - One Stop - W 2780 Highway 54
- 27 Turle School - N 7128 Secondary Road
- 28 Harwood HSG Center / High School / BC - N 7210 Secondary Road
- 29 OAC Center - Memorial Building - 2813 Arty Road
- 30 Oneida Building Inc. Library Expansion - 201-238 St.
- 31 Division of Land Management - 470 Airport Road
- 32 New Health Center - Oneida NSC
- 33 Airport Road Oneida Care Center A.S.A. Three States Depense - 2865 S. Cr
- 34 Lee McCallister - CRMP - 2807-2885 S. Overland
- 35 Patrick Hill A.S.A. Regional Park - 940 - 2828 Precision Road
- 36 Law Information Center A.S.A. Public Dept. - 2823 Precision Road
- 37 Casino Warehouse - 3170 Airport Road
- 38 Iowa Movie Activity Center - 2100 Airport Road

- 39 Oneida Hotel Corp - 2842 Airport Road
- 40 New Center - 2820 Airport Road
- 41 Anchor - 2491 Balsbach Road
- 42 Bay Beach - 2555 S. Packard Drive
- 43 Oneida Car Wash - HWY 54
- 44 Mail Mail - 2815 S. Packard Drive
- 45 Community Education Center - 3832 S. Packard Drive
- 46 Oneida T OBN - 1238 Flight Way Dr.
- 47 Oneida Housing Warehouse & Community Recycling Drop-off - N 8024 Secondary Road
- 48 OPM - W 1278 Ranch Road
- 49 Recreation Bldg - N 8437 Co. Trunk H
- 50 Toronto Shelter / Library / Trailer Park - 1275 Red Tail Drive
- 51 Oneida Nation Museum - W 2822 County Trunk RR
- 52 Anna John Nursing Home - W 2848 County Trunk RR
- 53 Former Oneida Health Center - 8271 S. Precision Road
- 54 One Stop RR - N 8712 Precision Road
- 55 Fuel Drive Building (2) - 1258 Highway Drive
- 56 Park - 8624 County Road C
- 57 Packard One Stop - 3120 S. Packard Drive
- 58 Thornberry Club House - 6470 S. Pinelake Road
- 59 Sherwinhart Complex - 808 Packard Drive



GEOGRAPHIC LAND INFORMATION SYSTEMS
N 703 Packard Drive
Green Bay, Wisconsin
(920) 496-2007



Source: Division of Land Management
Coordinate System: Wisconsin State Plane, Central Zone
Lambert Projection, U.S. Foot
Horizontal Datum: NAD83
Vertical Datum: NAV88

The map to your left depicts the names and location of buildings the Oneida Tribe is responsible for maintaining.

To view the map in a larger format, please visit <http://arcims.otiw.org/glis.html>

DPW HIGHLIGHTS AND UPDATES

The *Administration* staff of the Department of Public Works commits to enhance, support and develop teamwork, communication and quality customer service to the Oneida Nation that provides an approachable friendly atmosphere.

There has been an upgrade completed in September to the Archibus computerized maintenance management software which will allow increased utilization of the system for requesting, scheduling, and tracking DPW work orders. There were 1335 phone calls that came in to DPW receptionist area for this quarter. It is an extremely busy time of year due to completing year end accounting processes and establishing contracts and purchase orders for FY17.

The *Fleet Department* is also part of DPW Administration. Their main objective is to assist departments with their vehicle needs, such as; purchasing a new vehicle, cleaning department vehicles, and scheduling vehicles from the fleet as needed to meet organizational transportation needs. The total number of fleet vehicles to date is 190 with 36 of the vehicles kept on site. There have been 44 vehicle requests submitted and 85 vehicles cleaned this quarter. We received 5 new vehicles this quarter. We had 9 incident reports this quarter for vehicles, 3 incidents on equipment, and 2 property reports. The vehicle auction will be October 10, 2016 to October 14, 2016.

The Admin *Safety* area held Personal Protective Equipment use training, safe Driving Training, CPR & First Aid Training, and Arc Flash training was completed with Electrical Department. Ten building inspections were completed with the building managers. For next quarter we will be scheduling Fire Extinguisher Training and additional CPR training.

Community Well & Septic

FY2016 4th Quarterly Report



Community Well & Septic Mission Statement :

To upgrade the standard of living by providing complying wastewater facilities and potable water from private wells. We are the first line of defense against disease prevention. To serve Oneida enrolled tribal members within the Oneida reservation boundaries and to protect the groundwater.

Background

Community Well & Septic Department refers to service and assistance with emergency projects: emergency private well water facilities, emergency private wastewater facilities within the Oneida reservation boundary. The primary focus of the Community Well & Septic Department (CWS) is to protect the groundwater, the Well Abandonment Law, inventory of septic & well water systems sites and preventative maintenance. In addition to CWS manages the Indian Health Service Scattered Sites projects and the POWTS Replacement Project.

Continuous Projects in Our Scope:

- Community Well & Septic Projects
- IHS BE-16-J05 Scattered Sites
- IHS BE-12-G98 POWTS Maintenance
- IHS BE-15-J50 Scattered Sites
- IHS BE-16-J78 BeechTree Extension

IT Funding	\$229,564
Funding	\$332,200
Funding	\$340,000
Funding	\$321,000
Funding	\$239,000

Areas of Focus

- Septic Systems
- Private Well Water
- POWTS Inspections
- Well Inspections
- Emergency Services

Inter-Tribal Department Projects -

- Oneida Community Cemetery
- Oneida Lake Sand Borrow Pit
- Beechtree Sewer/Water Project
- Oneida Farm - install new water lines
- Metoxen Lane - HUD Watermain

Comm. Well & Septic Customers April 2016 – June 2016	
Service	Home/Units
Septic Systems Installed	6
Well Drilling, Well Renovation, New Water Supply & RO Unit	2
Emergency Septic Work	24
WELH & Badger Lab Water Samples	18
Emergency Well Water Work	15
Emergency Pumping	7
Inter-Tribal Projects	6



Oneida Development Division

SAVE WATER.....EVERY DROP COUNTS

Contact Information

Dennis Johnson, Project Manager 920-869-4579

FY2016

Community Well & Septic

FY2016 4th Quarterly Report



4th Quarterly Report

Highlights –

5 New Monitoring Wells at the Oneida Cemetery:
5 more wells were added to monitor the for future cemetery expansion. Our Plumbers will continue to collect data from each well once month.



Oneida Nation Farm New Barn:
Prior to installing a new barn, the current project is installing water lines. This future barn will house cows.



Beechtree Lane Water Sewer Project:
Funding for project was approved for funding in the amount of \$275,000 the future extension of water supply and wastewater disposal facility to serve approximately 7 homes. Project is the combined efforts of Engineering, CWS, DOLM, Planning and IHS Engineers.



Stock Piling Sand at Borrow Pit, Oneida Lake
We have stock piled sand for the BP Project and the Quonset Hut for Environmental Health & Safety Division. The Plumbers helped to load the trucks hauling sand to each site.



Metoxen Lane - 4 Plex HUD units
CWS and Plumbing installed 4" watermain to a 4 unit dwelling. With the combined efforts of the Nation's own departments, together saved \$11,000.00.

Restructuring of Community Well & Septic and Plumbing Departments:
The departments are provisional in planning to combine these two departments together to improve efficiency, customer service, and the sharing of resources. The budget for FY2017—FY2019 were submitted to reflect the combined departments. Changes are in the works to be sustainable and in addition to the restructuring we are currently working together to be instrumental in being able to maintain services and move forward. This is conditional, pending the approval of the Oneida Business Committee and budget approval.

FY2016

Community Well & Septic

FY2016 4th Quarterly Report



4th Quarterly Report

Program Goals

- Inspect, document sites and enlist under tribal jurisdiction
- License to inspect sites with POWTS
- License to inspect sites with private wells
- Soil testing & basement evaluation for new sites/existing
- Encourage tribal members to be under the tribal jurisdiction
- Provide education to tribal member for preventative maintenance for POWTS
- Provide WSLH water samples for tribal members, address metals as needed
- Setup data base for all tribal POWTS

Budget

A cost saving to tribal members served and an upgrade to the clients standard of living a savings to our tribal contribution budget

Project Partners

Our partners are: Indian Health Service, Environmental Protection Agency, EH&S-Environmental Quality Department, Conservation Department, Facilities Department, Groundskeeping Department, Plumbing Department, Utilities Department, Zoning Department, Brown County Zoning and Outagamie County Zoning.

Opportunity

- Upgrade the standard of living by providing a safe source of water and proper sanitation facilities
- To serve Oneida enrolled tribal members who live within the Oneida reservation boundaries
- Tribal member's to build a home & using the funds either a leverage and/or savings
- To re-invest into our own community, savings to homeowner, protect the groundwater
- To work within in our tribal departments to make projects successful and keep funding within tribe
- Educate the homeowner about their role in caring for their POWTS and well water
- Educate the homeowner about water conservation & protecting the groundwater
- Working with and for other departments saves money and helps keep funds within tribe

DPW HIGHLIGHTS AND UPDATES

The *Plumbing Departments* main objective is to install and maintain plumbing to protect the public's health, safety, and welfare of our people and our customers.

- For this quarter, there were 69 service calls to our customers which includes: Elder Services, DPW Facilities, Land Office, Oneida Housing Authority, Utilities, and Community Wells and Septic, and tribal members.
- We have continued working on the Gaming and DPW Facilities Preventative maintenance project as well as worked with Zoning as needed for Plumbing inspections.
- Plumbing and Community Wells are also in the process of reorganizing to reduce duplication of services and share resources to increase efficiencies and effectiveness. Reorganization should be completed by the end of October.

DPW HIGHLIGHTS AND UPDATES

The *Automotive* Department is here to provide professional and quality service with all Tribal businesses in maintenance and repairs of all Tribal Vehicles. There have been a total of 87 work orders completed in July, August, and September 2016.

The *Custodial Department* makes up for the majority of our employee population here at DPW. Their main objective is the cleanliness of all spaces occupied by Oneida Tribal Employees.

Staffing concerns: Custodial has a high employee turn over due to the application pool and the procedures in which we hire. We currently have 10 vacant positions and are evaluating staffing levels and work standards to create benchmarks for each building.

DPW HIGHLIGHTS AND UPDATES

The main duties of the *Groundskeeping Department* are to establish a reputable and self-sufficient department for the Oneida Nation in maintaining all the tribal grounds by means of cutting grass in warmer weather and snow and ice removal in the winter months.

We have worked on several projects with other departments this past quarter including: Hauling fill for the Farm barn project, hauling sand for Wells & Septic department, and performing demolitions for the Land Office. In addition to lawn mowing, our crews assist with event setup, facilities moves, and equipment hauling.

The *Facilities Department* provides preventative and on-demand maintenance of facilities. The facilities are maintained according to all building codes, licensing requirements, and funding agency specifications so that they may continue to support the delivery of a wide range of governmental services. By coordinating the maintenance, inspection, and permitting of the life safety systems through DPW Facilities, the tribe incurs financial savings through efficient scheduling, volume discounts on supplies, and extended life of equipment.

FACILITIES PROJECTS

PROJECT UPDATES	DESCRIPTION
SSB Family Fitness Boiler Replacement	<p>The project consists of life cycle replacement of the two existing, light commercial grade, Weil-McLain boilers. These boilers heat the pool water as well as the family fitness offices. Currently both boilers need to run 100% to maintain set points and as failures occur more often, we cannot maintain temperatures. This project will replace the boilers with two larger P-K, commercial grade, high efficiency boilers. The new boilers will also give us partial redundancy as well. The project also replaces the circulating pumps and adds a variable frequency drive on the main loop pumps. The new boilers and pumps will be reconnected to the existing I/Net BMS control system.</p> <p>Current Status: The equipment was installed during the scheduled pool maintenance shutdown on August 22-September 2.</p>

FACILITIES PROJECTS

PROJECT UPDATES	DESCRIPTION
Printing RTU Replacement	<p>The project consists of life cycle replacement of three existing Carrier Roof Top Units (RTU's) which furnish heating, ventilating and air conditioning (HVAC) to the Print Shop and offices. The project will replace three of the six units with high efficiency Carrier RTU's. This project includes upgrade and integration of the sites controls to our Schneider Electric Struxeware Building Management System (BMS).</p> <p>Current Status: The equipment was installed in the middle of July.</p>

FACILITIES PROJECTS

PROJECT UPDATES	DESCRIPTION
Civic Center RTU Replacement	<p>The project consists of life cycle replacement of six existing Trane Roof Top Units (RTU's) and one Reznor Make-Up Air Unit (MUA) which furnishes heating, ventilating and air conditioning (HVAC) to the civic center offices and the gymnasium. The project will replace the seven units with six high efficiency Carrier RTU's. This project includes upgrade and integration of the sites controls to our Schneider Electric Struxureware Building Management System. (BMS)</p> <p>Current Status: The equipment was installed the first week of August.</p>

FACILITIES PROJECTS

PROJECT UPDATES	DESCRIPTION
Elder Services - RTU Replacement	<p>The project consists of life cycle replacement of the existing 30 ton York Roof Top Unit (RTU) which furnishes heating, ventilating and air conditioning (HVAC) to the Elder Services offices and main building. The new RTU will be a high efficiency Carrier 30 ton unit.</p> <p>Current Status: The equipment was installed the 3rd week of July.</p>

FACILITIES PROJECTS

PROJECT UPDATES	DESCRIPTION
Replace Asphalt	Contractors completed parking lot/driveway replacements at Tsy Farm and a portion of the back lot at the Social Services Building.
Roof/Flooring Replacement	Roofs were replaced on the main OPD building and OPD garage. The roof was also replaced on the SSB garage. The flooring was refinished at the Parish Hall.
Lighting Upgrades	Lighting fixtures were upgraded at the Health Center and an additional area of the Skenandoah building.

ARCHIBUS WORK ORDER REPORT

Archived Work Requests by Problem Type														
Problem Type	Number of Requests	Month												
		Total	2015-10	2015-11	2015-12	2016-01	2016-02	2016-03	2016-04	2016-05	2016-06	2016-07	2016-08	2016-09
Total	Number of Requests	2,650	190	192	308	227	236	222	226	243	184	187	255	180
BLINDS	Number of Requests	7				1	1	1		1	2	1		
CARD ACCESS	Number of Requests	75	1	2	3	4	7	7	4	10	10	13	10	4
CLEANING	Number of Requests	29	3	4	3		1	3	4	1			9	1
CONSTRUCTION	Number of Requests	21		1	2	1	1	3	5	1			5	2
COOLER/FREEZER	Number of Requests	27		3	4	2	2	2		2	4	3	3	2
DAMAGE	Number of Requests	18	1		1			4	1	2	3	5		1
DISPOSAL	Number of Requests	24	1	10	5			1	1	1		3	1	1
DOOR-LOCKS-KEYS	Number of Requests	95	3	10	9	3	8	11	12	8	8	10	6	7
ELECTRICAL	Number of Requests	209	5	9	34	22	23	11	15	34	15	4	21	16
ELECTRICAL PROB	Number of Requests	36	3		4	5	2	5	3	6	1	3	1	3
FINISHES	Number of Requests	3						1		1				1
FIRE SUPPRESSION	Number of Requests	1											1	
FLOORING/CEILING	Number of Requests	15		1	1	2	1	2			4	2	1	1
FURNITURE RELAT	Number of Requests	235	33	16	24	20	19	24	20	17	31	23	8	
FURNITURE RELAT	Number of Requests	20											2	18
GENERATOR	Number of Requests	1			1									
GROUNDS	Number of Requests	57	1	3	3	7	2	2	4	6	1	5	8	15
HVAC	Number of Requests	367	37	22	40	48	28	36	23	28	26	20	29	30
HVAC - INSTALL	Number of Requests	3				2				1				
HVAC-PM	Number of Requests	128	4	4	18		21	1	21	19	6		33	1
LIGHTING	Number of Requests	144	7	12	19	13	16	9	8	12	4	19	18	7
MAINTENANCE	Number of Requests	544	44	50	65	45	48	48	52	40	26	41	49	36
OFFICE MOVE	Number of Requests	33	6	1	2		5	4		5	2	2	6	
OTHER	Number of Requests	291	23	28	34	20	26	30	21	24	24	15	27	19
PAINT	Number of Requests	25		2	4			4	4	2	1	4	3	1
PARKING LOT	Number of Requests	5				2				2		1		
PLUMBING	Number of Requests	132	16	7	18	10	18	5	18	17	10	3	3	7
PREVENTIVE MAINT	Number of Requests	16		1	3	11		1						
REMODELING	Number of Requests	6			1			1			1	2		1
RODENTS-INSECTS	Number of Requests	24			3	6		2	4	1		5	3	
ROOF	Number of Requests	3			1						1			1
SAFETY	Number of Requests	2												2
SECURITY	Number of Requests	11		1		1	3	1	1		2		1	1
SIGNS	Number of Requests	13	1	2		1	1	1	1	1		2	1	2
SPECIAL EVENT	Number of Requests	13		2	5		1	2	1	1		1		
TABLES-CHAIRS	Number of Requests	14	1	1	1	1	2		2		2		4	
UNUSUAL NOISE	Number of Requests	1											1	
UNUSUAL SMELL	Number of Requests	2							1				1	

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Environmental Health & Safety Division 4th Quarter Report.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Sylvia Cornelius, Project Manager
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

EH&SD 4th Quarter Report.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org



Above- Staff teaches Wetland bugs class
Left- Work was done to remove old contaminated soil at the former Hilltop and Tillman properties

FY2016 Fourth Quarter Report



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

Oneida Environmental, Health, and Safety Division

August 31, 2016

Overall Impressions of the Fourth Quarter

In the fourth quarter of FY2016 EHSD was successful in taking care of our Mother Earth through removal of contaminated soils at tribal properties and trash pick up along the Highway 54 corridor through the Adopt a Highway clean up with local youth. We also served 136 elders and 156 tribal members at the Clean Sweep Recycling event. Two programs received recognition from the State of Wisconsin in the fourth quarter, Oneida Wetlands Restorations and the Summer Tribal Youth Program DNR Grant.

Moving Toward the Practical Vision: How EHSD contributes...

Practical Vision Element	EHSD Fourth Quarter Activities
An engaged community	Water Resource Team has committed to providing at least one article each month as part of the Environmental page in Kalihwisaks. This is an important way to keep the community informed of our activities and also to open dialogue regarding current issues. Household Clean Sweep event focuses on engaging the community in recycling and reducing waste in the home.
Accountable & effective government	Worked with EPA to renew Construction Site Stormwater Inspector credential. Also worked with EPA on the new process of achieving Treatment as a State (TAS) for Water Quality Standards. Working within our Tribal divisions to address a problem with curbside large item pick up.
Leaders who promote positive social change	Work with the OBC members on the Town of Oneida service agreement to assist our neighbor in establishing a curbside trash and recycle collection program.
Living a good mind, Ka?nikuh·liyo	
Volunteerism	Worked with volunteers via Outagamie County's youth community service program who helped clean up the DPW site after the Clean Sweep and assisted with cultural plants garden clean up over summer. Worked with Fawn Billie's Gen-I challenge on the Adopt-a-Highway clean up.
Long term sustainability plans	Long-term sustainability of natural resources depends upon wise use and ultimately, valuing of resource by the community. All outreach events build community appreciation of Oneida waters. The project at Foxtails is designed to provide cultural resources such as wild strawberries, bergamot (#6) continued work on the IWMP. Crushing/Recycling of concrete from Demo Projects is a sustainable practice for the Oneida Nation.
Create economic systems	Completed greenhouse construction that houses an aquaponics system that has the potential to generate an income for the Veterans Services Department. Implement grant to hire 5 Oneida tribal members as youth workers for the summer

Personnel

FTE's	Summer Youth Workers	WTCAC Volunteers	Total
31	5	2	38

4th Quarter EHSD Workforce Demographics
67% of EHSD staff is Oneida



Time-Off Accrual Management

We have 9 employees over the 200 hours for vacation and personal time accruals. Each of these employees is encouraged to take time off monthly by their supervisor and to review their hours on the Employee Self Services computer site.

Travel & Training

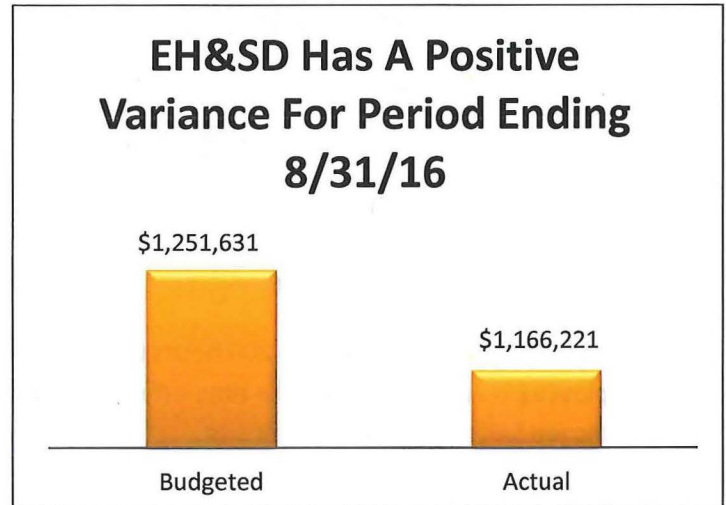
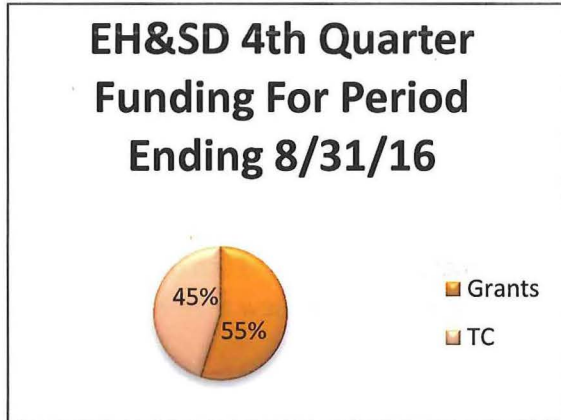
EH&S Division Travel for 4th Quarter

Staff	Event	Location	Cost
EH&S Area Manager	2016 Partners In Action Conference	Sault Ste Marie, MI	720.67
Environmental Specialist	2016 Partners In Action Conference	Sault Ste Marie, MI	595.02
Natural Resources Tech Trainee	2016 Partners In Action Conference	Sault Ste Marie, MI	595.02
EH&S Division Director	WTCAC Forestry Meeting	Odanah, WI	Expense Free
Forestry & Trails Manager	WTCAC Forestry Meeting	Odanah, WI	Expense Free
EH&S Area Manager	Tribal Lands Forum	Uncasville, CT	1972.20
Environmental Specialist	Tribal Lands Forum	Uncasville, CT	Expense Free
Water Resource Specialist	Tribal Lands Forum	Uncasville, CT	2005.60
Lawyer	Tribal Lands Forum	Uncasville, CT	1540.20
EH&S Area Manager	2016 National Tribal Forum on Air Quality	Niagra Falls, NY	1078.65
Env. Specialist	Essentials of Hazardous Materials Mgmt	Milwaukee, WI	1431.00
Pollution/Recycling		St Croix, Bad River & Crandon	
Environmental Specialist	Underground Storage Tank Compliance Asst		386.16
Natural Resources Tech Trainee	Underground Storage Tank Compliance Asst	St Croix, Bad River & Crandon	278.65

Grants Applied for or Received in the Fourth Quarter

Agency	Activities	Amount
BIA	Continue to prepare the Former Hilltop and Mike & Diane's for reuse by removing property restrictions and prepare to place into Trust.	\$50,000.00

Budget Update



Public Outreach, Conference & Events Attended

July: Water Resource Team published 4 articles in the Kalihwisaks newspaper this quarter: An article about grass clippings in the storm sewer system; an article highlighting the experience of our summer intern; an article about planting strawberries at the Foxtails restoration site; and an article about curly-leaf pondweed at Osnuhsa Lake. Also did a presentation about wetlands to a summer Environmental Education class, Elder Expo, Food Handler’s Certification Course, Household Clean Sweep & Elder Pickup, Community Wild Bergamot harvest walk offered.

August: Food Handler’s Certification Course, Tour for three representatives of the Navajo Nation Forestry department, Farmers Market booth on Cultural plant uses and green cleaning, Adobe photo shop class at CEC, Tree id class for DNR summer youth workers, Conservation Officer attended Sidearm Qualification and Training.

September: Hosted UST Training at Radisson, Big Apple Fest, Food Handler’s Certification Course, CPR & First Aid certification training.



September UST operator training hosted by Oneida

Notable Accomplishments for the Fourth Quarter:

- The Water Resources Team conducted the first aquatic plant survey on the Oneida Reservation to develop baseline information on the aquatic plant community within Osnuhsa Lake prior to herbicide treatment for curly-leaf pondweed anticipated in spring 2017.
- We had a fisheries meeting with staff from the Conservation/Natural Resources Department and USFWS Fisheries Biologist for stocking & harvest regulations.
- We received notification from the Wisconsin Wetlands Association that Oneida Nation is the recipient of their 2016 Wetlands Hero's Award. The award ceremony is November 10th in Madison, WI.
- The Tribal Environmental Response Program coordinated removal of 300 tons of petroleum contaminated soil from the Tillman property and the Hilltop BP.
- UST DITCA program staff Received Federal Credentials (UST Inspector) from U.S EPA (Region 5) and performed 8 federal inspections.
- The Energy Program upgraded the pellet boiler at Oneida Conservation workshop to save on propane costs this heating season.
- We completed successful licensing of 10 Independent Food Vendors for the Apple Fest so that they could be in compliance with our food code and granted temporary event licenses to sell their products at the event Sept 17th.
- The industrial hygiene program assisted with project management for the NHC asbestos window replacement and Social Services asbestos boiler room abatement.
- The Recycling Program coordinated successful pick-up from 136 elder households for the Clean Sweep event. We were able to hold 3 hours of clean sweep event for 156 tribal members during extremely bad weather conditions.
- A total of 1,000 wild strawberry plants, 2.5 acres of wildlife food plots and 7.25 acres of native pollinator habitat were planted to improve habitat at Foxtails Wildlife Area.
- The Oneida Summer Tribal Youth Program Grant was chosen to be interviewed by the Wisconsin DNR Natural Resource Magazine and will be featured in the December issue.

Plans for FY17 First Quarter

- Identification of our biological samples that we use to determine the ecological health of our streams and wetlands, prepare for the next large-scale stream restoration project on Silver Creek. Continue efforts to establish 30 acres of wild rice beds at Coyote Run, Where the Waterbird's Nest and Oneida Lake Natural Areas.



Summer Tribal Youth Program DNR grant staff assisted with the planting of wild strawberries at Foxtails Natural



- Write grants for additional assessment at the Mike & Diane's property, a grant for developing an electronic form and database for underground storage tanks and document the effect of soil removal at Tillmans and Hilltop properties. Host UST Training/Bootcamp at Radisson.

Plans for FY17 First Quarter Continued...

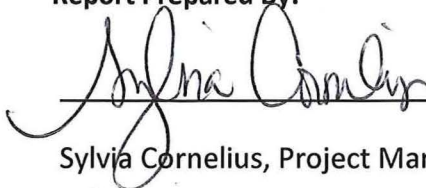
- The Conservation Department will continue work with the ERB and LOC to get revisions made to the Oneida Hunting, Fishing, and Trapping Laws. The amendments allow for different/new harvest techniques that come with new technology advances. Department staff will be collecting/monitoring wildlife resources being harvested on the reservation during hunting season. We also look forward to working with Tsyunhehkwa and Veterans Affairs to establish a "Hero's Hunt", similar to the States Veterans Bear Hunt, only on the reservation.
- Finalize design, contractual work and investor agreements for Solar Deployment Project. Facilitate organizational development and grant administrative work for MTERA. Host solar tour at Anna John Resident Centered Care Community.
- The Tribal Sanitarian Trainee will be taking the Registered Sanitarian Exam.
- The nonpoint program will be finishing up a large WASCOP project on the ONF field 42 site, and the Robertson Grazing project. We will start working on 3 major grazing projects at the ONF, the State Farm and Tsyunhehkwa. Planning work will be started on the manure pit expansion at ONF and a large access road on the former Vandenbruggen Property. We will be acquiring a new tractor and roller crimper to work with cover cropping. Work with NRCS engineers to design vegetated water treatment system for a field on Adam Drive to meet Silver Creek project objectives.
- Present at the Upper Midwest Invasive Species Conference
- Perform UST Inspections with EPA
- Planning and holding a second Clean Sweep Event on October 12 to make up for the early closing time last quarter. Continued work on the IWMP and working on re-writing the recycle and solid waste disposal law.
- Complete DNR Summer Tribal Youth Program final grant report by end of quarter 1 due date.
- Birding and wild rice planting with Experiential Program Youth Initiative grant.
- Work with the Lake Sub team and Diabetic Prevention Program to secure funds for a playground system at the Lake Oneida Park
- Solar Project: CPA on contract; project document development; final Tribal buildings selection; power purchase agreement review; initiate system design and review; preparation and planning for summer, 2017 installations.


Current local or regional collaborations

Menominee Water Resources, USFWS and NEW Water provided assistance with temporary equipment needs. USFWS, The Nature Conservancy, Ducks Unlimited and Outagamie Land Conservation Department all assisted with various wetland and native pollinator restoration efforts. Tourism, Oneida Nation Farm, and the 2017 Indigenous Archery Team, UWGB, UW Extension, NEW Water/GBMSD, Outagamie County, Nature Conservancy, Glacierland Resource Conservation & Development, Midwest Tribal Energy Resources Association, Ater Wynne legal consultant, BDO accounting consultant, National Renewable Energy Laboratory, WDNR, Wisconsin Department of Health Services, NEW Waters,

Outagamie County LCD, NRCS, EPA, UWGB, Green Bay Phragmites Advisory Council, Wisconsin Tribal Conservation Advisory Council, Brown County, Town of Oneida, Outagamie County Family Services, Nuclear Energy Tribal Working Group (NETWG), Department of Energy (DOE) Tribal Caucus

Report Prepared By:

 October 4, 2016
Sylvia Cornelius, Project Manager

 October 4, 2016
Brenda Skenandore, EHSD Executive Assistant

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Accept the Division of Land Management 4th Quarter Report

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Lori Elm, DOLM Office Manager
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Division of Land Management Quarterly Report – 4th Quarter FY 2016

The mission of the Division of Land Management is to acquire all lands within the 1838 original boundaries and distribute according to the needs of the GTC

Overall Impressions of the 4th Quarter

The moratorium of purchasing New DREAM Homes continues throughout 2016. The HIP (Homeownership Independent Purchase) Program, Division of Land Management is acquiring properties that our community members have selected. We also continue to implement strategic direction and practical vision in our daily duties.

* Full-time Employees as of June 30, 2016

- 22.5 regular full-time employees
- 1 Interim DOLM Division Director
- 100% are enrolled Tribal Members

Accrual Time-Off Management for Staff:

- We currently have 3 employees with over 200 hours for vacation and personal time accruals. These employees will be taking time off to stay in compliance.

Four Focus Initiatives: How DOLM Contributes...	
DOLM has chosen to report out on one initiative for the fourth quarter	
Focus Initiative	DOLM 4 th Quarter Activities
Community Development	<p>Housing</p> <ul style="list-style-type: none"> ▪ Moving forward with proposed Comprehensive Housing Division ▪ NEW HIP (HOMEOWNERSHIP INDEPENDENT PURCHASE) Program closed on 3 homes for FY 16 and continues to work on 2nd Phase with Land Commission ▪ 96% Rental Occupant rate for the quarter ▪ Currently have 3 vacancies pending. ▪ Open House for 1315 Riverdale was held on September 20 & 21 ▪ 32 attendees to the Open House ▪ Applicants are currently being selected <p>Commercial/Agricultural</p> <ul style="list-style-type: none"> • 103 Commercial leases and 67 Agricultural leases <p>Community Information</p> <ul style="list-style-type: none"> ▪ CEC having Budget classes and Homeowner classes starting in October <p>Central Oneida</p> <ul style="list-style-type: none"> ▪ On August 29th the Demolition begun for W141 Service Road ▪ All area has been fenced off

DOLM 4TH Quarter Strategic Accomplishments

Direction: Committing to Build a Responsible Nation

Currently own 26,368.32 acres or 40% of the 65,400 acres of the original boundaries

608.98 acres acquired this year

FINANCIAL AND BUDGET UPDATE

LOANS	TYPE	LOAN RECEIVABLE
175	DREAM	\$13,148,509
33	THRIL	\$389,671
126	TLC	\$6,924,062
74	VET TLC	\$5,918,804
7	VET-THRIL	\$109,628
414	TOTAL	\$ 26,490,674

3 LOANS CLOSED = \$318,493
 2 DREAM \$210,993
 1 VET-TLC \$107,500

Direction: Advancing Onvyote? a.k.a Principles

HIP (Homeownership Independent Purchase) Program continues to be a success. Closed on 2 more homes, for a total of 3 homes for the year and an increase of 1.23 acres for the Nation. Currently, applicants pending approval, and we receive inquiries on a daily basis.

- ❖ 71 Rentals
- ❖ 5 Life Estates
- ❖ 687 Residential Leases

Direction: Creating a Positive Organizational Culture

Continue to work on Rules to comply with the newly passed laws to stay in compliance. See below a list of the laws us currently addressing:

- Mortgage and Foreclosure Law
- Landlord/tenant Law
- Real Property Law, updated

Direction: Implementing Good Governance Processes

Fee to Trust met Goal for FY 2016

- This year 28 applicants were accepted into trust by the BIA
 - ❖ 25 Homes in Green bay
 - ❖ 1 home in Ashwaubenon
 - ❖ 1 home in Oneida in annual taxes will be saved
 - ❖ 1 commercial property green bay (Oneida mail/print center)
 - ❖ 4th quarter acres = 10.4
 - ❖ FY 2016 total acres = 22.8
 - ❖ FY 2016 \$102,900 tax savings
 - ❖ **14,497 acres in Trust**

LAND TITLE & TRUST END OF YEAR REPORT

- Worked with the BIA/Realty/Surveyors for approximately two years to resolve title issues, legal description problems, zoning complications and a very complex encroachment. We have resolved all of the issues and have completed four trust to trust transactions consisting of two gift conveyances and two sales this property is now ready for development.
- Assisted to correct legal description issues for a new road, we had to work to correct the legal description and identify which owners had to convey to the tribe. It consisted of four deeds three for the road to the Tribe and one to an individual.
- Probate area has opened 15 New Cases, closed 31 Cases, submitted 11 Cases to the BIA/LC and attended 13 of the hearings.
- 54 Title Reports were completed.
- Processed 135 Utility Forms, 212 owner/addresses verification, assisted with the various School impact Report by verifying an additional 195 Trust property addresses for approximately 241 students.
- TAAMS computer went to Shawano for maintenance and upgrades

Current vacancies

Type	# (July –September 16)
Demolition	4
Vacant (DREAM) Homes	12
Vacant leases(Com & Ag)	1 Ag 1 Commercial
HBO Sites	0
Rentals	3

FY 2016 Land Management Operation Budget Info.				
October 2015-August 30 2016				
	Budget	Actual	Difference	
Revenues	\$3,525,532	\$3,554,921	-\$29,389	Revenues Over Budget
Salaries	\$1,087,877	\$1,087,310	\$567	Salaries Under budget
Operational Expenses	\$2,551,185	\$2,747,982	-\$196,797	Expenses Over Budget
Net Income to Acquisition	\$974,347	\$806,939	\$167,408	Net Income Under Budget

ACQUISITION

We currently own 26,368.32 acres, an increase of 608.98 acres from last quarter. See below for a listing of properties acquired from July to September of 2016.

Date	Property Address	Acreage
11/2/2015	4000 Blk Packerland	1.77
11/3/2015	141 W. Service Road	0.27
11/24/2015	1315 Riverdale	0.53
12/1/2015	Overland, Fernando	250.97
12/21/2015	1720 Calaway Dr	1
12/22/2015	Cty U, Overland, Trt Crk	166.05
1/8/2016	County Road E	66.32
3/21/2016	County Line Road	33.8
3/12/2016	4300 Chatahm Place	1.85
5/2/2016	2611 Dorn Court	19.63
5/12/2016	1300 Blk S. Overland	13.7
5/26/2016	4446 N. County Line	5.1
5/26/2016	700 Blk S. Overland Rd	40.39
5/26/2016	1820 Noblemen Ct	0.35
6/6/2016	761 Silver Creek	2.12
6/23/2016	1940 W. Mason St	5.1
8/3/2016	2778 Candle Ct.	0.35
8/31/2016	1735 Trent Circle	0.53
	Total	609.83

BC Action Needed: Request OBC to accept the 4th Quarter Report for the Division of Land Management

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Reports

Accept as Information only

Action - please describe:

ACCEPT/APPROVE THE AJRCCC 2016 4TH QUARTER REPORT

3. Supporting Materials

Report Resolution Contract

Other:

1. 4TH QUARTER REPORT - OCTOBER 2016

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: MELINDA J DANFORTH, VICE CHAIRWOMAN

Primary Requestor/Submitter: CANDACE HOUSE, CHAIRWOMAN *Candace House*
Your Name, Title / Dept. or Tribal Member

Additional Requestor: CAROL ELM, - VICE CHAIRWOMAN *Carol L Elm*
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

PER THE TRIBAL SECRETARY'S OFFICE SCHEDULE -- ALL BOARDS, COMMITTEES, AND COMMISSIONS ARE TO PROVIDE QUARTERLY REPORTS TO THE ONEIDA BUSINESS COMMITTEE. 4TH QUARTER REPORT OF THE AJRCCC DUE ON OCTOBER 4, 2016 FOR THE OCT. 12 BC MEETING.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf OR print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org



**Anna John Resident Centered Care Community (AJRCCC)
 Quarter Report to Business Committee
 Period: July, August & September 2016
 Submitted by: Candace House - Chairwoman**

The purpose of the Anna John Resident Centered Care Community (AJRCCC) Board is to serve in an advisory capacity ensuring operations of AJRCCC are within the guidelines and policies of the Oneida Nation and within all regulations, rules, policies governing the operation of a nursing home.

The Board ensures the AJRCCC maintains a safe and sanitary environment while providing quality care and services to residents of the facility and as ordered by each resident’s attending physician.

AJRCCC BOARD MEMBERS

Name	Term Expires	Name	Term Expires
Carol Elm	1/28/18	Pat Moore	5/27/18
Yvonne Cornelius	11/12/17	Candace House	1/28/18
Janice McLester	7/8/18	Mary Adams	7/25/17
Sandra Skenadore	11/12/17		

MEETINGS

July 7, 2016 – Spec July 20, 2016 – Reg	August 2, 2016 – Spec August 9, 2016 – Spec August 17, 2016 – Reg August 24, 2016 – Spec	Sept. 6, 2016 – Spec Sept. 14, 2016 – Reg Sept. 29, 2016-Spec
--	---	--

RESIDENT CENSUS - 2016

July – 95%	Aug. – 95%	Sept. – 95%
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Maximum is 48 Beds

HIGHLIGHTS

- Dave Larson is currently the Acting Administrator for the AJRCCC.
- The Finance Coordinators have been doing an excellent job in submission and

Re-coupmnt of third party revenues for the facility and have made tremendous progress in collections.

MONTHLY ACTIVITIES – JULY 2016

HRD reported that as of July 1, 2016 the AJRCCC had a total of 55 tribal employees. The State Survey Team is expected any time now, as the end of the survey window is close. Patient charts are in the process of being converted to an all electronic format. There is currently a mix of paper and electronic charting. The majority of the conversion is expected to be done by January 1, 2017.

MONTHLY ACTIVITIES – AUGUST 2016

The method of reimbursement changed on July 1, 2016. Medicare and Medicaid payments will start reducing nursing home payments in January 2017 based on the number of hospital readmissions that we have. Payments will be based on the previous quarters statistics.

MONTHLY ACTIVITIES – SEPTEMBER 2016

The Annual Survey was done. The survey Team entered on August 29, 2016 and exited on August 31, 2016. They gave an extra briefing and indicated that there were 8 possible citations that we might receive, all minor. We will not know what citations we will receive until we receive the written final report, which should be toward the end of the month.

We are planning to eliminate our remaining paper medical records and go entirely electronic on October 3, 2016. The new fiscal year begins October 1, 2016, after the year end is closed out we will begin work on the annual Medicare cost report, which is due February 1, 2017.

September 30 will complete our first quarter of required reporting of hospital readmissions to CMS. This is the first step in transitioning nursing homes to a pay for performance system of reimbursement. These readmission rates will start to affect our reimbursement rates beginning in March 2017. Additional quality reporting items will be added during 2017.

The End.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

defer Arts Board 3rd quarterly report to the October 26, 2016 BC Agenda

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Cristina Danforth, Tribal Chairwoman

Primary Requestor/Submitter:

Dawn Moon-Kopetsky, Senior Policy Adv.

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Beth Bashara, Arts Board

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

XIII. GENERAL TRIBAL COUNCIL

A. Schedule the 2nd reconvened special General Tribal Council meeting

Sponsor: Lisa Summers, Tribal Secretary

B. Approve reprint and mailing of meeting materials for the 2nd reconvened special General Tribal Council meeting

Sponsor: Lisa Summers, Tribal Secretary

These agenda items contain information for Tribal Members only. Please visit the Business Committee Support Office on the second floor of the Norbert Hill Center with Tribal I.D. to obtain full packet materials. Materials may also be obtained after logging into the Tribal Members only portal at <https://oneida-nsn.gov/members-only/gtc-portal/bc-meeting-materials-for-members-only/>

For any questions, please call the Business Committee Support Office at (920)869-4364 or send an email to TribalSecretary@oneidanation.org. Thank you.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 10 / 12 / 16

2. General Information:

Session: [X] Open [] Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Resolutions

[Text box containing 'Resolutions']

[] Accept as Information only

[X] Action - please describe:

Consider Emergency Election Law Amendments Extension

[Large text box containing 'Consider Emergency Election Law Amendments Extension']

3. Supporting Materials

[] Report [X] Resolution [] Contract

[X] Other:

1. Memo

[Text box containing 'Memo']

3.

[Empty text box]

2. Statement of Effect

[Text box containing 'Statement of Effect']

4.

[Empty text box]

[] Business Committee signature required

4. Budget Information

[] Budgeted - Tribal Contribution [] Budgeted - Grant Funded [] Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Brandon Stevens, LOC Chair

[Text box containing 'Brandon Stevens, LOC Chair']

Primary Requestor/Submitter: Jennifer Falck, LRO Director

[Text box containing 'Jennifer Falck, LRO Director']
Your Name, Title / Dept. or Tribal Member

Additional Requestor:

[Text box]
Name, Title / Dept.

Additional Requestor:

[Text box]
Name, Title / Dept.



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



TO: Oneida Business Committee
FROM: Brandon Stevens, LOC Chairperson
RE: Election Law Amendments Emergency Adoption Extension
DATE: October 12, 2016

Please find attached the following for your consideration:

1. Resolution: Election Law Amendments Emergency Adoption Extension
2. Statement of Effect: Election Law Amendments Emergency Adoption Extension

Overview

On April 27, 2016 the Oneida Business Committee adopted resolution BC-4-27-16-B - Emergency Amendments to the Election Law (the Law). Amendments to the Law had been requested by the Constitutional Amendments Implementation Team in order to update the minimum age requirement for voting – at the May 2, 2015 Secretarial Election, the membership voted to amend the Nation’s Constitution to lower the minimum voting age from 21 years old to 18 years old; but the Election Law still stated that the minimum voting age was 21 years old.

The amendments to the Law were adopted on an emergency basis in order to eliminate the conflicting provisions between the Election Law and the Constitution; ensuring that all members 18 years of age and older were able to vote in an upcoming caucus held on May 7, 2016.

The Legislative Operating Committee (LOC) is currently processing amendments to this Law for permanent adoption; however the emergency adoption is set to expire on October 27, 2016 and the permanent amendments will not be adopted before that time. To ensure there is no lapse in coverage, the LOC is requesting that the emergency amendments be extended for an additional period of up to six months.

Emergency amendments do not require a public meeting or fiscal impact statement.

Requested Action

Approve the Resolution: Election Law Amendments Emergency Adoption Extension.

1 **BC Resolution** _____
2 *Election Law Emergency Amendments Extension*
3

4 **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe
5 recognized by the laws of the United States of America; and
6

7 **WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation;
8 and
9

10 **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV,
11 Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal
12 Council; and
13

14 **WHEREAS,** on May 2, 2015, the Oneida membership voted at the Secretarial Election to
15 amend Article III, Section 2 of the Oneida Constitution to change the age of a
16 qualified voter from twenty-one (21) and over to eighteen (18) and over; and
17

18 **WHEREAS,** on June 16, 2015 the United States Department of Interior, Bureau of Indian
19 Affairs approved by certification the amendment to Section 2 of Article III of the
20 Oneida Tribal Constitution to change the age of a qualified voter from twenty-one
21 (21) and over to eighteen (18) and over; and
22

23 **WHEREAS,** in July 2015, a tribal member filed an appeal to the Interior Board of Indian
24 Appeals which suspended the certification and implementation; and
25

26 **WHEREAS,** on February 11, 2016 the Interior Board of Indian Appeals denied the tribal
27 member's appeal and upheld the Bureau of Indian Affairs certification of all the
28 Constitutional amendments; and
29

30 **WHEREAS,** on February 24, 2016 the Oneida Business Committee formally acknowledged
31 receipt of the Interior Board of Indian Appeals decision and directed the
32 Constitutional Amendments Implementation Team to begin implementation of the
33 Constitutional amendments; and
34

35 **WHEREAS,** the Oneida Business Committee adopted resolution BC-04-27-16-B: Emergency
36 Amendments to the Election Law; in order to ensure that there was no conflict
37 between the minimum voting ages established in the Constitution and in the
38 Election Law; and
39

40 **WHEREAS,** the Election Law Amendments Emergency Adoption began on April 27, 2016,
41 and those amendments are set to expire on October 27, 2016; and
42

43 **WHEREAS,** the Legislative Procedures Act (LPA) authorizes the Oneida Business Committee
44 to enact legislation on an emergency basis, to be in effect for a period of six (6)
45 months, renewable for an additional six (6) months; and
46

47 **WHEREAS,** extension of the emergency adoption would enable the emergency amendments to

Resolution BC-_____

Page 2

48 remain in effect while they are processed for permanent adoption; and

49
50 **WHEREAS,** emergency adoption of the amendments is necessary for the immediate
51 preservation of the public health, safety, or general welfare of the Reservation
52 population, and amendment of the law is required sooner than would be possible
53 under the LPA.

54
55 **NOW THEREFORE BE IT RESOLVED,** that the attached emergency amendments to the
56 Election Law are extended on an emergency basis for an additional six (6) months; effective
57 October 27, 2016.

58



Statement of Effect

Resolution: Election Law Emergency Amendments Extension

Summary

This Resolution extends the adoption of emergency amendments to the Election Law. These amendments update the Election Law to comply with the results of the May 2, 2015 Secretarial Election amending the Tribal Constitution. The Constitutional amendments that are addressed in these emergency amendments are the revision to the minimum voting age requirement from twenty-one (21) to eighteen (18) years of age [see 2.8-1] and the change from “Tribe” to “Nation” throughout the law.

Submitted by Tani Thurner, Staff Attorney, Legislative Reference Office

Analysis from Legislative Reference Office

This Resolution extends the emergency amendments to the Election Law, which were adopted on April 27, 2016. The amendments bring the Election Law into alignment with the Constitutional amendments which lowered the Nation’s minimum voting age requirements; and which formally changed the name of this organization from “Oneida Tribe of Indians of Wisconsin” to “Oneida Nation.”

At the May 2, 2015 Secretarial Election, the Oneida membership voted to amend Article III, Section 2 of the Constitution to lower the age of a qualified voter from twenty-one (21) and over to eighteen (18) and over. On June 16, 2015 these results were certified by the United States Department of Interior, Bureau of Indian Affairs. Subsequently, in July of 2015, a tribal member filed an appeal to the Interior Board of Indian Appeals which suspended the certification and implementation of the constitutional amendments.

On February 11, 2016 the Interior Board of Indian Appeals denied the appeal and upheld the Bureau of Indian Affairs certification of all the constitutional amendments. On February 24, 2016 the Oneida Business Committee formally acknowledged receipt of the Interior Board of Indian Appeals decision and directed the Constitutional Amendments Implementation Team to begin implementation of the constitutional amendments.

These amendments were adopted on an emergency basis on April 27, 2016, in order to ensure that the conflict between the Election Law and the Constitution was resolved before an upcoming caucus that was scheduled for May 7, 2016. The resolution would extend those emergency amendments for an additional six months while those amendments were simultaneously being processed for permanent adoption.

Section 16.9-5 of the Legislative Procedures Act (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. Emergency amendments remain in effect for a period of up to six months, “with an opportunity for a one-time emergency law extension of up to six (6) months.” Through the Resolution, the Oneida Business Committee has issued a finding of an emergency and has stated the necessity for extending the emergency amendments to this Law.

Conclusion

Adoption of this Resolution would not conflict with the Nation’s law.

HANDOUT FOR ITEM - VI.E.



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



TO: Oneida Business Committee
FROM: Brandon Stevens, LOC Chairperson *BS*
DATE: October 12, 2016
RE: Vendor Licensing Law Amendments

Please find the following attached backup documentation for your consideration of the Vendor Licensing Law Amendments:

1. Resolution: Vendor Licensing Law Amendments
2. Statement of Effect: Vendor Licensing Law Amendments
3. Vendor Licensing Law Amendments Legislative Analysis
4. Vendor Licensing Law Amendments Redline Draft
5. Vendor Licensing Law Amendments Clean Draft
6. Vendor Licensing Law Amendments Fiscal Impact Statement

Overview

This resolution adopts amendments to the Vendor Licensing law (the law) which are summarized as follows:

- Specific provisions addressing vendor licensing fees, including late fees and requirements for prorating fees; are deleted from the law. Instead, the Licensing Department is delegated rulemaking authority to establish these fees and related requirements by rule.
- The Law no longer identifies specific entities that are exempt from the licensing requirements of this law, or that are exempt from the licensing fee. Instead, the Licensing Department is delegated rulemaking authority to establish these by rule.
- The current law delegates various authorities to a License Commission, including the authority to hear appeals of licensing decisions. However, there is currently no License Commission; so the references to that Commission are deleted. Instead, the law states that the Licensing Department's decisions can be appealed to the Judiciary.
- The current law provides that the Licensing Department is under the Compliance Division, in the organizational structure. However, there is no such division, so references to the Compliance Division are replaced with references to the Department, which already handles the responsibilities the law currently delegates to the Compliance Division.
- Various procedural and administrative requirements are deleted, as these would be more appropriate in a rule or internal operating procedure.
- The format and language of the law are revised to reflect standard drafting practices and to update the law, which has not been updated since 1997.

In accordance with the Legislative Procedures Act, a public meeting was held regarding these amendments on July 21, 2016 with a comment period closing on July 28, 2016. The comments

received were considered by the Legislative Operating Committee (LOC) at the August 17, 2016 LOC meeting.

Requested Action

Approve the Resolution: Vendor Licensing Law Amendments



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



TO: Oneida Business Committee
FROM: Brandon Stevens, LOC Chairperson *BS*
RE: Vendor Licensing Amendments
DATE: October 12, 2016

Background:

The Judiciary has requested that the LOC make changes to the current draft Vendor Licensing law prior to adoption.

Recently, language in the proposed Landlord-Tenant law and the Eviction and Termination law was revised at the Judiciary's request, to clarify the process of challenging decisions made by a board, committee or commission (entity). The Judiciary requested that references to "appeals" be replaced with more precise language that clarifies that the Judiciary is the original hearing body and the entity is the responding party to the action. This language identifies the process of review and clarifies that no administrative hearing body hears actions arising under those laws.

Recommendation:

Incorporate similar language into the Vendor Licensing law. Make the following changes to the draft:

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

(b) if denied, the Department shall provide the reason(s) for denial of the vendor's license; and notify the applicant of his or her right to appeal the decision, file a complaint with the Judiciary challenging the Department's action.

56.9. Department Decisions Appeals of Licensing Decisions

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

56.9-1. The Judiciary is granted jurisdiction to hear complaints filed regarding actions taken by the Department pursuant to this law.

56.9-2. No administrative hearing body, including a board, committee or commission, is authorized to hear a complaint filed regarding actions taken pursuant to this law.

56.9-3. Complaints filed with the Judiciary shall name the Licensing Department as the responding party.

Requested Action:

Adopt the Vendor Licensing Law Amendments Resolution with these recommended language changes.

Business Committee Special Meeting
9:00 a.m. Wednesday, October 12, 2016
Thank you for printing clearly

~~William Gibson~~
Jessica Wallberg

LORRAINE MONITA

Laura Manthe

Brad G. Hansen

Bill G. Hansen

C. J. Metzger

Date P. Wheelock OHT

Kathy Metzger

Barb Eichler

Tonya Webster

George J. Bondino

~~John~~

MARK A. POWLESS Sr.

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Laura Hartman

Loni Elmer

Sylvia Cornelius

Rhanna Metzger