

**ROAD RECONSTRUCTION AND REPAIR AGREEMENT BETWEEN
THE ONEIDA NATION AND THE TOWN OF ONEIDA**

THIS AGREEMENT is entered into by and between the ONEIDA NATION (the "Nation"), a federally recognized and Treaty Tribe, and the TOWN OF ONEIDA (the "Town"), a town government organized under the laws of the State of Wisconsin (each a "party" and collectively, the "parties") for the reconstruction and repair of certain roads.

WHEREAS, the parties enjoy a cooperative relationship based upon mutual trust and respect; and

WHEREAS, both parties provide governmental services within their respective territories, and both recognize the importance of collaborative efforts to mitigate costs associated with providing such services; and

WHEREAS, the parties agree that portions of Seminary Road, Old Seymour Road, and Ranch Road (the "Roads") within the boundaries of the Oneida Reservation and the Town require reconstruction and repair (the "Project"); and

WHEREAS, each party will contribute funds to pay the costs of the Project, and the Nation and the Town will engage the contractor to perform the reconstruction, repair work, and culvert replacement;

NOW, THEREFORE, the parties agree as follows:

- 1) The Project. The Project will include the following reconstruction, repair work and culvert replacement:
 - A) Seminary Road (STH 54 to CTH E): Pulverize existing asphalt, re-grade/re-shape, and place 3.5" of new asphalt pavement. Install 2' wide crushed aggregate base course shoulder along each side of the road.
 - B) Old Seymour Road (CTH H to Seminary Road): Pulverize existing asphalt, re-grade/re-shape, and place 3.5" of new asphalt pavement. Install 2' wide crushed aggregate base course shoulder along each side of the road.
 - C) Ranch Road (CTH H to Seminary Road): Pulverize existing asphalt, re-grade/re-shape, and place 3.5" of new asphalt pavement. Install 2' wide crushed aggregate base course shoulder along each side of the road.
 - D) Culvert Replacements:
 - a. 300' west of VanBoxtel (Ranch Road)
 - b. 750' west of VanBoxtel (Ranch Road)
 - c. Ranch Road and Park Drive
 - d. 875' west of Path of the Wolf (Old Seymour)

- e. 1900' west of Path of the Wolf (Old Seymour)
- f. 2400' west of Path of the Wolf (Old Seymour)
- g. 3500' west of Path of the Wolf (Old Seymour)
- h. 400' south of Highway 54 (Seminary Road)
- i. 1000' south of Highway 54 (Seminary Road)
- j. North of Old Seymour
- k. South of Cornelius Circle

The parties may agree to expand or limit the scope of the Project, provided that neither party shall be required to make any additional contribution beyond the contribution the party is obligated to make under section 4 below unless the party agrees to do so.

- 2) Plans, Specifications and Contractor. The parties shall confer regarding and mutually agree as to the plans, scope and specifications for the reconstruction and repair work. The parties agree the project shall be competitively bid, and the selection of the contractor(s) shall be mutually agreed upon by the parties.
- 3) Permitting: The parties agree to work cooperatively and diligently in obtaining the necessary permits required for the project.
- 4) Contributions.
 - A) The Oneida Nation will contribute the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), as follows: In 2025, the Nation will pay the cost of the culvert replacements listed in subsection 1(D) above directly to the contractor engaged by the parties to perform such work. In 2026, the Nation shall pay the remaining balance of its contribution directly to the contractor(s) engaged by the parties to perform the work outlined in subsections 1(A) – (C) above.
 - B) The Town shall contribute a total of Two Hundred Fifty Thousand Dollars (\$250,000.00) to pay the costs of the Project, as follows: On or before March 31, 2026, the Town shall pay the Nation Two Hundred Fifty Thousand Dollars (\$250,000.00), which shall be held and used by the Nation solely to pay the costs of the Project.
- 5) Effective Date. This Addendum shall be effective upon execution by the parties and shall remain in force and effect until completion of the Project and final disbursement of the funds contributed by the parties.
- 6) Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior oral and written agreements between the parties on the subject matters addressed herein.
- 7) Amendment. No amendment or modification of this Agreement will be effective unless reduced to writing and signed by both parties.

- 8) Termination. The parties may terminate this Agreement by mutual agreement, provided such agreement is reduced to writing and signed by both parties.
- 9) Severability. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 10) No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Nation and the Town, and is not intended to create any right, benefit, obligation, or cause of action, whether direct or indirect, for any person or entity not a signatory to this Agreement.
- 11) Counterparts. This Agreement may be executed in any number of counterparts, each of which may be signed by less than all of the parties' representatives, and all of which together shall constitute one instrument and be enforceable against the parties. This Agreement may be signed by facsimile signature or electronic signature.

IN WITNESS WHEREOF the parties have set their hands on the date(s) listed below.

ONEIDA NATION

L. Barton Treasurer
Name, Title
Date: 9/15/25

Tehnas' tui Niy
Name, Title
Date: 9-15-25

TOWN OF ONEIDA

Scott Schanley
Name, Title
Date: 9/11/28